



April 1, 2021

Board of County Commissioner
Clackamas County

Members of the Board:

Approval of Amendment No. 2 to the Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Intelligent Transportation System (ITS) Project

| | |
|--|--|
| Purpose/Outcomes | Revise the scope of the project by removing bank stabilization from the project and add new language regarding Americans with Disabilities Act Compliance on Canby (M.J. Lee) Ferry Intelligent Transportation System (ITS) Project. |
| Dollar Amount and Fiscal Impact | Total Project Cost Estimate: \$770,365.00 FBDP funds: \$549,191.00 (71.3%) Road Fund Match: \$ 221,174.00 (28.7%) |
| Funding Source | Ferry Boat Discretionary Program (FBDP) and County Road Funds. |
| Duration | Completion of the Project or ten (10) years following the date of final execution, or whichever is sooner. |
| Previous Board Action | 3/23/2021- Discussion item at issues 9/6/2018 – BCC Approval of Amendment No. 1 11/9/2016 – BCC Approval of a Supplemental Project Agreement No. 31087 with Oregon Department of Transportation for the Canby (M.J. Lee) Ferry Bank Stabilization and Intelligent Transportation System (ITS) Project. |
| Strategic Plan Alignment | <ol style="list-style-type: none"> 1. This project will provide advanced traveler information to motoring public so they can safely arrive at their destination. 2. This project will build smart infrastructure (roads and ferry) and ensure safe, healthy and secure communities. |
| Counsel Review | Date of Counsel review: February 16, 2021 NB |
| Procurement Review | <ol style="list-style-type: none"> 1. Was the item processed through Procurement? yes <input type="checkbox"/> no <input checked="" type="checkbox"/> 2. This is an IGA amendment, procurement review is N/A. |
| Contact Person | Bikram Raghubansh, Project Manager 503-742-4706 |

BACKGROUND:

This second amendment revises the scope and title of the project by eliminating the bank stabilization component of the project. The bank stabilization component was intended to improve the bank on the north side roadway ferry approach by removing some hazard trees and providing slope stabilization measures. Since this bank area has been stable over the last couple of years, project scope has been minimized by focusing only on the Intelligent Transportation System (ITS) related components of the project. This amendment also adds

new languages regarding American with Disabilities Act as required by Oregon Department of Transportation (ODOT).

RECOMMENDATION:

Staff respectfully recommends that the Board of County Commissioners approve the attached Amendment No. 2 to the original Project Agreement with ODOT for the Canby (M.J. Lee) Ferry Intelligent Transportation System (ITS) Project as listed in the agreement.

Respectfully Submitted,

Bikram Raghubansh

Bikram Raghubansh
Senior Traffic Engineer/Project Manager

**AMENDMENT NUMBER 02
LOCAL AGENCY CERTIFICATION PROGRAM
SUPPLEMENTAL PROJECT AGREEMENT NO. 31087
FERRY BOAT DISCRETIONARY PROGRAM
CANBY (M.J. LEE) FERRY ITS PROJECT
CLACKAMAS COUNTY**

This is Amendment No. 02 to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as “State,” or “ODOT”, and **Clackamas County**, acting by and through its elected officials, hereinafter referred to as “Agency,” entered into on February 7, 2017 and Amendment Number 01 entered into on September 27, 2018.

It has now been determined by State and Agency that the Agreement referenced above shall be amended to update project name, amend scope, revise funding language, and revise Exhibit A – Project Location Map, update ADA language, amend useful life term of Project, add rights and obligation language, and amend Agency/Contractor indemnity language.

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

a. The name of the Project has been changed from CANBY (M.J. LEE) FERRY BANK STABILIZATION AND ITS PROJECT, to CANBY (M.J. LEE) FERRY ITS PROJECT to reflect changes in scope.

b. Exhibit A shall be deleted in its entirety and replaced with the attached Revised Exhibit A. All references to “Exhibit A” shall hereinafter be referred to as “Revised Exhibit A.”

c. **Insert new Recital, Paragraph 4, to read as follows:**

4. Agency has had its Americans with Disabilities Act (ADA)-related design exception and curb ramp inspection processes reviewed and approved by ODOT and FHWA for use on federally funded projects.

d. **Terms of Agreement, Paragraph 1, Page 1, which reads:**

1. Under such authority, State and Agency agree to Agency:

- extending the fiber optic cable from the Agency’s CBX (Computerized Branch Exchange) System on the north side of the Willamette River to the Ferry location and south to mutually agreed upon locations;
- connecting the ferry OPEN/CLOSED electronic signs with the option for a potential connection to City of Canby offices;
- installing up to two (2) pan/tilt/zoom cameras

- installing ferry notification signs located on Advance Road east of Stafford Road, Mountain Road south of Stafford Road, Holly Avenue north of Territorial Road, and on Territorial Road west of Highway 99E, as identified in Exhibit A, to display green “OPEN” and red “CLOSED”;
- installing an electronic fare collection method; and
- enhancing the north side bank roadway approach by removing hazards and providing bank stabilization, as identified on page 2 of Exhibit A.

The above listed tasks described in this section shall be hereinafter referred to as the “Project” and include the design and engineering of the elements. The location of the Project is shown on the sketch map attached hereto, marked “Revised Exhibit A” and by this reference made a part hereof.

Shall be deleted in its entirety and replaced with the following:

1. Under such authority, State and Agency agree to Agency:
 - extending the fiber optic cable from the Agency’s CBX (Computerized Branch Exchange) System on the north side of the Willamette River to the Ferry location and south to mutually agreed upon locations;
 - connecting the ferry OPEN/CLOSED electronic signs with the option for a potential connection to City of Canby offices;
 - installing up to two (2) pan/tilt/zoom cameras
 - installing ferry notification signs located on Advance Road east of Stafford Road, Mountain Road south of Stafford Road, Holly Avenue north of Territorial Road, and on Territorial Road west of Highway 99E, as identified in Revised Exhibit A, to display green “OPEN” and red “CLOSED”; and
 - installing an electronic fare collection method.

The above listed tasks described in this section shall be hereinafter referred to as the “Project” and include the design and engineering of the elements. The location of the Project is shown on the sketch map attached hereto, marked “Revised Exhibit A” and by this reference made a part hereof.

e. TERMS OF AGREEMENT, Paragraph 3, Page 2, which reads:

3. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$549,191. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the twenty (20) percent match and any non-participating costs, including all costs in excess of the available federal funds.

Shall be deleted in its entirety and replaced with the following:

3. The Project shall be conducted as a part of the Ferry Boat Discretionary Program (FBDP) under Title 23, United States Code. FBDP funds for this Project shall be limited to \$549,191. Federal share is eighty (80) percent. The Project will be financed with FBDP funds at the maximum allowable federal participating amount, with County providing the twenty (20) percent match and any non-participating costs, including all costs in excess of the available federal funds.

f. TERMS OF AGREEMENT, Paragraph 4, Page 2, which reads:

4. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for 100 percent of its costs. State shall reimburse Agency invoices at the pro-rated federal share. All costs beyond the federal and state reimbursement, any deposited local funds, and any non-participating costs will be the responsibility of the Agency. State shall simultaneously invoice FHWA and Agency for State's Project costs, and Agency agrees to reimburse State for the federal-aid matching state share and any non-participating costs as determined in accordance with paragraph number 2, above upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

Shall be deleted in its entirety and replaced with the following:

4. Agency shall make all payments for work performed on the Project, including all construction costs, and invoice State for one-hundred (100%) percent of its costs. State shall reimburse approved Agency invoices at the pro-rated federal share of 80 percent. All costs beyond the federal and state reimbursement and any non-participating costs are the responsibility of the Agency, and will not be reimbursed by State. State shall invoice Federal Highway Administration (FHWA) and Agency for work provided as part of the Project. Agency agrees to reimburse State for work performed for the project upon receipt of invoice. Failure of Agency to make such payments to State may result in withholding of Agency's proportional allocation of State Highway Trust Funds until such costs are paid. Agency understands that State's costs are estimates only and agrees to reimburse State for the actual amount expended.

g. TERMS OF AGREEMENT, Paragraph 12, Page 3, which reads:

12. Agency shall, at its own expense, maintain and operate the Project upon completion and throughout the useful life of the Project at a minimum level that is consistent with normal depreciation and/or service demand. State and Agency agree that the useful life of this Project is defined as twenty (20) years.

Shall be deleted in its entirety and replaced with the following:

12. State and Agency agree that the useful life of the Project is ten (10) years.

h. TERMS OF AGREEMENT, Paragraph 24, which reads:

24. Americans with Disabilities Act Compliance:

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended by the ADA Amendments Act of 2008 (together, "ADA") as identified in paragraph 1 of the General Provisions section of Local Agency's Certification Program Agreement, and to utilize ODOT standards to assess and ensure Project compliance with the ADA.
- b. **ADA Design Standards and Construction Specifications:** Agency agrees to comply with ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, modification, upgrade, or construction of Project sidewalks, curb ramps, and pedestrian activated signals on both the Oregon State Highway System (state highway) and on the local agency system, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and current ODOT Curb Ramp Inspection form.
 - i. ADA Inspection Forms: Prior to issuing the Second Notification pursuant to Oregon Standard Specification 00180.50(g), or Agency's approved equivalent, Agency agrees to submit an ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liason for each curb ramp designed, constructed, upgraded, or modified for this Project. The completed form is the required documentation from Agency showing that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<http://www.oregon.gov/ODOT/HWY/CONSTRUCTION/Pages/HwyConstForms1.aspx>
 - ii. State inspection: Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.
- c. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction.

- d. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT standards, regardless of whether the work is on a State-owned or an Agency-owned facility.
- e. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Any repairs or removal of obstructions needed to maintain Project features in compliance with the ADA requirements that were in effect at the time of Project construction are completed by Agency or abutting property owner pursuant to applicable local code provisions,
 - iv. Any future alteration work on the Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- f. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

Shall be deleted in its entirety and replaced with the following:

24. Americans with Disabilities Act Compliance:

- a. **General:** Agency agrees to comply with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA") as identified in paragraph 1 of the General Provisions section of the Local Agency Certification Program Agreement.
- b. **ADA Design Standards and Construction Specifications, and Inspections:** Agency agrees to comply with the design and construction standards and the design exception documentation and approval requirements agreed to in the Standards section of the Local Agency Certification Program Agreement. In addition, with respect to ADA-related design standards, design exception approvals, construction specifications, and inspections, Agency agrees to comply with the following:

- i. For portions of the Project on or along the Oregon State Highway System (state highway), Agency shall apply ODOT's current ADA-related design standards, construction specifications, and design exception documentation and approval requirements for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, and providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form. Agency further agrees to utilize ODOT standards to assess and ensure Project compliance with the ADA, and to document ramp inspections per subsection (c.)(i.) below. Design exceptions on State-owned facilities must be approved by State. For project locations on or along State-owned portions of the National Highway System ("NHS") design exceptions must be approved by State and/or FHWA.
 - ii. For portions of the Project not on or along a state highway, including locally-owned portions of the NHS, Agency shall apply its own ADA-compliant design standards, construction specifications, design exception documentation and approval process, and inspection documentation process, as approved by State and FHWA for use on federally funded projects.
- c. ADA Inspection Forms: Prior to issuing the Second Notification, per Oregon Standard Specification 00180.50(g) or Agency's approved equivalent, Agency agrees to submit to State the following:
- i. For all curb ramps constructed or altered as part of this Project on or along a state highway, submit completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Regional Local Agency Liaison. The completed form is the required documentation from Agency that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form 734-5020 and instructions are available at the following website:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>
 - ii. For all curb ramps not located on or along a state highway, Agency shall complete and keep on file Agency's ODOT- and FHWA-approved ADA curb ramp inspection form (or other approved document) to show that each Project curb ramp meets Agency's curb ramp standards and is ADA compliant or conforms to Agency's approved ADA design exception.
- d. State inspection: Agency shall promptly notify State of Project completion and allow State to inspect Project sidewalks, curb ramps, and pedestrian-activated signals, as applicable to the Project, located on or along the state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

- e. **Work Zone Access:** Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone in accordance with the applicable ODOT or Agency Standards, as set forth in subsections (a) through (c) above. For any work zone on or along the state highway, any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route on or along the state highway is provided in accessible format to the public, people with disabilities, and disability organizations at least 10 days prior to the start of construction in accordance with ODOT standards and processes.
- f. **Reimbursement:** Unless Agency has an approved design exception, State will only reimburse Agency for work that meets the applicable ODOT or Agency standards as set forth in subsections (a) through (c) above, regardless of whether the work is on a State-owned or an Agency-owned facility.
- g. **On-going Maintenance Obligation:** Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- h. **Survival:** Maintenance obligations in this section shall survive termination of this Agreement.

i. TERMS OF AGREEMENT, Paragraph 27, Page 4, which reads:

- 27. Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and

hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (Claims), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

Shall be deleted in its entirety and replaced with the following:

27. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require its contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260 (hereinafter, referred to individually and collectively as "Claims"), to the extent such Claims are caused, or alleged to be caused by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor. It is the specific intention of the Parties that State shall, in all instances, except to the extent Claims arise from the negligent or willful acts or omissions of State, be indemnified for all Claims caused or alleged to be caused by the contractor or subcontractor.

j. Insert new TERMS OF AGREEMENT, Paragraph 28, which reads as follows:

28. The rights and obligations set out in Terms of Agreement, paragraphs 13, 17-18, 21, 24 g-h, and 27-28 of this Agreement shall survive Agreement expiration or termination, as well as any provisions of this Agreement that by their context are intended to survive.

3. Counterparts. This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. Original Agreement. Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Agency certifies that the representations, warranties and certifications in the original Agreement are

Agency/State
Agreement No. 31087-02

true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

This Project is in the 2021-2024 Statewide Transportation Improvement Program, (Key #19641) that was adopted by the Oregon Transportation Commission on July 15, 2020 (or subsequently approved by amendment to the STIP).

SIGNATURE PAGE TO FOLLOW

Agency/State
Agreement No. 31087-02

CLACKAMAS COUNTY, by and through
its elected officials

By _____

Date _____

By _____

Date _____

LEGAL REVIEW APPROVAL
(If required in Agency's process)

By _____
Agency Counsel

Date _____

Agency Contact:
Joel Howie, Civil Engineering Supervisor
150 Beavercreek Road
Oregon City, OR 97045
503-742-4658
jhowie@co.clackamas.or.us

STATE OF OREGON, by and through
its Department of Transportation

By _____
Deputy Delivery & Operations Division
Administrator
Date _____

APPROVAL RECOMMENDED

By _____
Certification Program Manager
Date _____

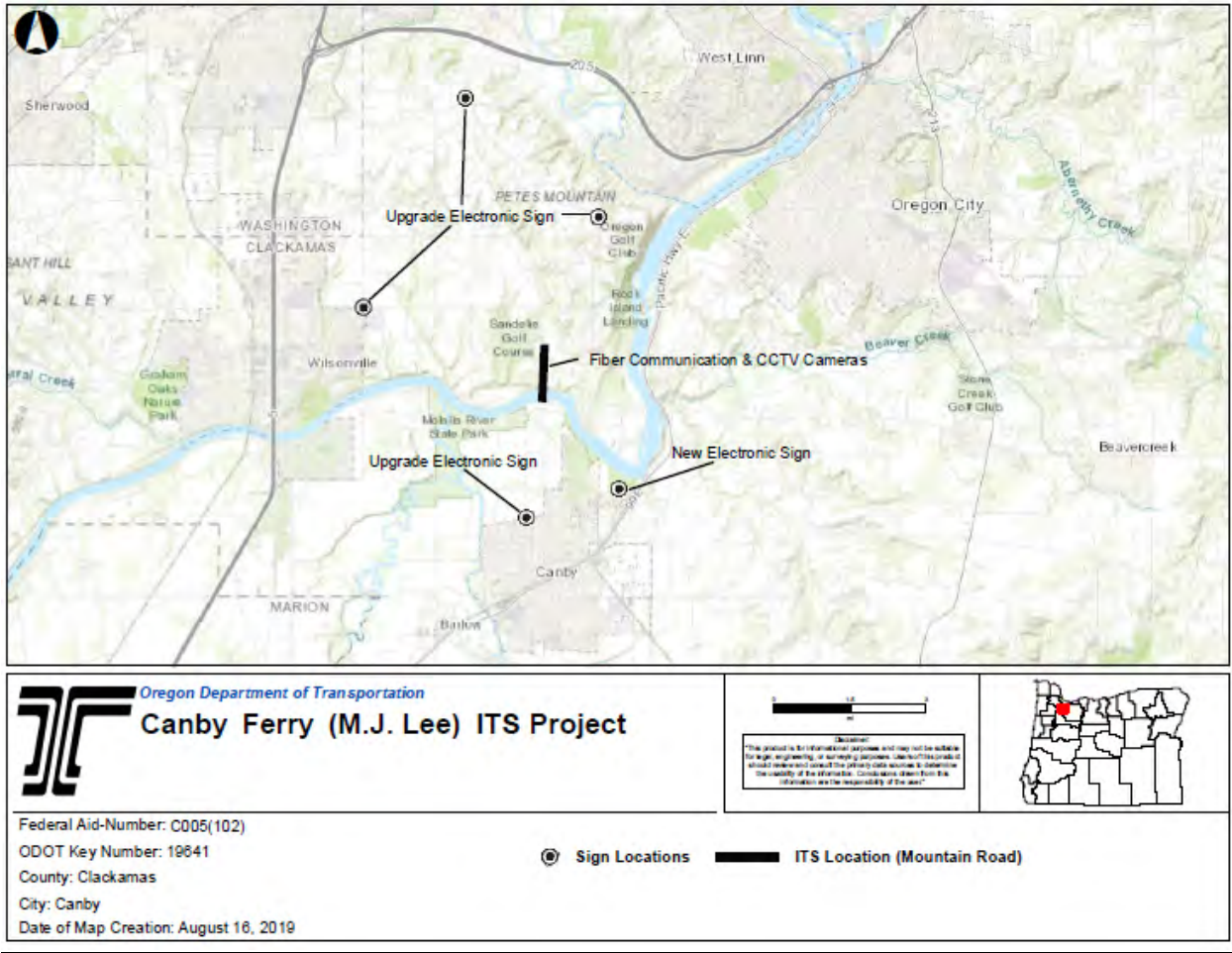
By _____
Region 1 Manager
Date _____

**APPROVED AS TO LEGAL
SUFFICIENCY**

By Herbert Lovejoy via email
Assistant Attorney General
Date: 8/17/2020

State Contact:
Mahasti Hastings, Local Agency Liaison
123 NW Flanders Street
Portland, OR 97209
503-731-8595
Mahasti.v.hastings@odot.state.or.us

Revised Exhibit A – Project Location Map





Board of County Commissioners
Clackamas County

Members of the Board:

**Approval of a Contract with Lyda Excavating Inc. for the
D-Street Improvements Project**

| | |
|--|---|
| Purpose/Outcome | Improvements include two new roadways, sidewalks, waterline extensions, storm drainage facilities, landscaping, and street lighting |
| Dollar Amount and Fiscal Impact | Contract Value \$3,459,488.50, which is budgeted in Development Agency Budget Project #30316. |
| Funding Source | Clackamas County Development Agency: North Clackamas Revitalization Area Urban Renewal District |
| Duration | Contract Execution through April 30, 2022. |
| Previous Board Action/Review | Presented to the Board at Issues on March 23, 2021 |
| Strategic Plan Alignment | Build a strong infrastructure and ensure safe, healthy and secure communities. |
| Counsel Review | 1. Date of Counsel review: 3/15/2021 by Andrew Naylor |
| Procurement Review | Was this project processed through Procurement? Yes. |
| Contact Person | David Queener, Project Manager, 503-742-4322 |
| Contract No. | 3838 |

Background:

The Clackamas County Development Agency, as part of the North Clackamas Revitalization Area, is constructing two new roads that are identified in the Fuller Station Area Master Plan. The roads and related infrastructure will greatly improve circulation for all modes of travel and encourage new development that is contemplated in the Master Plan.

This project will construct two new roadways and make improvements to SE Fuller Road and SE Otty Road and includes signal modifications, bike lanes, new or improved sidewalks, storm drainage facilities, waterline extensions, sanitary sewer extensions, landscaping, and street lighting.

The project work is anticipated to begin immediately following contract signing. Substantial completion will be not later than September 30, 2021, with final completion no later than October 31, 2021.

Procurement Process:

This project was advertised in accordance with ORS and LCRB Rules on January 25, 2021. Bids were publicly opened on February 25, 2021. The County received eight (8) bids: Kerr Contractors Oregon, LLC., \$3,835,350.00; NTA Contracting, Inc., \$3,873,416.41; Emery & Sons Construction Group, Inc., \$3,836,698.45; Elting Northwest, Inc., \$4,052,527.25; Lyda Excavating, Inc., \$3,459,488.50; Moore Excavation, Inc., \$4,318,196.50; Nutter Corporation, \$3,782,208.22; and Kodiak Pacific Construction Co., \$3,998,998.00. After review of the bids, Lyda Excavating, Inc. was determined to be the lowest responsive bidder.

Recommendation:

Staff respectfully recommends that the Board approve and sign this public improvements contract with Lyda Excavating, Inc. for the D-Street Improvements Project.

Sincerely,

David Queener

David Queener,
Project Manager
Clackamas County Development Agency

Placed on the BCC Agenda 4/1/2021 by Procurement



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
Contract #3838

This Public Improvement Contract (the "Contract"), is made by and between the Clackamas County Development Agency, a political subdivision of the State of Oregon, hereinafter called "Owner," and Lyda Excavating, 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: # 2021-07 D-Street Improvements

1. Contract Price, Contract Documents and Work.

The Contractor, in consideration of the sum of **three million four hundred fifty-nine thousand four hundred eighty-eight dollars and fifty cents (\$3,459,488.50)** (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.

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
- Addendum #1
- 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 Highway Construction (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 Michael Lyda 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 David Queener 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: Mike Lyda shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

Job Superintendent: Josh Vander Zanden shall be the Contractor's on-site job superintendent throughout the project term.

4. Contract Dates.

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

SUBSTANTIAL COMPLETION DATE: September 30, 2021

FINAL COMPLETION DATE: September 30, 2024 (3 years after landscape acceptance)

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 and Clackamas County Development Agency as an additional insured. Insurance certificates may be returned with the signed Contract or may be emailed to 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. \$ 2,000.00 per Calendar day past the Substantial Completion date as identified in section 00180.85 (b) and 00180.85 (c) of the Special Provisions.

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:
Lyda Excavating, Inc.
13521 NW Main Street
Banks, Oregon 97106

Contractor CCB # 169420 Expiration Date: 3/28/2022
Oregon Business Registry # 344399-92 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.

Lyda Excavating, Inc.

Clackamas County Development Agency

 3/9/21

Authorized Signature Date


Chair Date

Michael Lyon - President

Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

 03/15/2021

County Counsel Date



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY**

Table of Contents

Section B-1.....Notice of Public Improvement Contract Opportunity

Section B-2.....Instructions to Bidders

Section B-3.....Supplemental Instructions to Bidders

Section B-4.....Bid Bond

Section B-5.....Bid Form

Section B-6.....Public Improvement Contract

Section B-7.....Performance Bond

Section B-8..... Payment Bond

Section B-9..... Project Information, Plans, Specifications and Drawings

Section B-10..... Insurance



CLACKAMAS COUNTY
NOTICE OF PUBLIC IMPROVEMENT CONTRACT OPPORTUNITY

INVITATION TO BID #2021-07
D-Street Improvements Project
January 25, 2021

Clackamas County (“County”) through its Board of County Commissioners is accepting sealed bids for the **D-Street Improvements** Project until **February 25, 2021, 2:00 PM**, Pacific Time, (“Bid Closing”) at the following location:

DELIVER BIDS TO: Clackamas County Procurement Division, Attention George Marlton, County Procurement Officer, Clackamas County Public Services Building, 2051 Kaen Road, Oregon City, OR 97045; or via email to procurement@clackamas.us.

Bidding Documents can be downloaded from ORPIN at the following address:
<http://orpin.oregon.gov/open.dll/welcome>, Document No.C01010-2021-07-21.

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: \$3,450,000.00

Contact Information

Procurement Process and Technical Questions: Ryan Rice, rrice@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 ORPIN listing shortly after the opening.

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, 2021, which can be downloaded at the following web address:

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 ORPIN 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.



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT**

SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

Project Name: #2021-07 D-Street Improvements 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. Closed buildings- COVID:** The County is requiring all bids for this project be emailed and electronically submitted. Complete Bids (including all attachments) must be received by the closing time and date 2:00 p.m. Pacific Time, February 25, 2021. The Bid must be emailed to the following address:

Procurement@clackamas.us. The email subject line must read “Bid for #2021-07 D-Street.” 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:

Join Zoom Meeting

<https://clackamascounty.zoom.us/j/83565304246>

Meeting ID: 835 6530 4246

One tap mobile

+14086380968,,83565304246# US (San Jose)

+16699006833,,83565304246# US (San Jose)

Dial by your location

+1 408 638 0968 US (San Jose)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 646 876 9923 US (New York)

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

Meeting ID: 835 6530 4246

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

- 2. 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. “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
GOOD FAITH EFFORT
SUBCONTRACTOR AND SELF-PERFORMED WORK LIST
(FORM 1)**

Prime Contractor Name: LYDA EXCAVATING, INC.
Project Name: #2021-07 D-Street Improvements Project

Total Contract Amount: 3,459,488.50

PRIME SELF-PERFORMING: Identify below ALL GFE Divisions of Work (DOW) to be self-performed. Good Faith Efforts are otherwise required.

| DOW BIDDER WILL SELF-PERFORM (GFE not required) | |
|---|--|
| <u>CLEARING</u> | |
| <u>GRADING</u> | |
| <u>DEMOLITION</u> | |
| <u>UNDERGROUND UTILITIES</u> | |

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 within 2 hours of the BID/Quote Closing Date/Time

| LIST ALL SUBCONTRACTORS BELOW Use correct legal name of Subcontractor (No Assumed Business Names) | Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors | DOLLAR AMOUNT OF SUBCONTRACT | If Certified or self-reporting MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/> | | |
|--|---|---|--|--------------------------|--------------------------|
| | | | MBE | WBE | ESB |
| Name <u>SPECIALIZED PAVEMENT MARKINGS</u> Address <u>11095 SW INDUSTRIAL WAY, SUITE A</u> City/ST/Zip <u>TUALATIN, OR 97062</u> Phone# <u>(503) 885-0420</u> OCCB# <u>138591</u> | <u>STRIPING & MARKINGS</u> | <u>28,205</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name <u>PR SYSTEMS, LLC</u> Address <u>8351 30TH AVENUE</u> City/ST/Zip <u>LACEY, WA 98516</u> Phone# <u>(360) 459-1613</u> OCCB# <u>225716</u> | <u>AC MILLING</u> | <u>8,882</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name <u>ROGER LANGLIERS CONSTRUCTION</u> Address <u>7145 NW PROGRESS COURT</u> City/ST/Zip <u>HILLSBORO, OR 97124</u> Phone# <u>(503) 533-5709</u> OCCB# <u>106364</u> | <u>CONCRETE</u> | <u>570,933</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name <u>BRIX PAVING NORTHWEST</u> Address <u>P.O. Box 2388</u> City/ST/Zip <u>TUALATIN, OR 97062</u> Phone# <u>(503) 570-9355</u> OCCB# <u>193102</u> | <u>AC PAVING</u> | <u>200,368</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

GFE SUBCONTRACTOR AND SELF-PERFORMED WORK LIST (FORM 1) cont'd

Prime Contractor Name: LYOA EXCAVATING, INC. Total Contract Amount: 3,459,488.50
 Project Name: # 2021-07 D-Street Improvements Project

| LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names) | Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors | DOLLAR AMOUNT OF SUBCONTRACT | If Certified or self-reporting MBE/WBE/ESB Subcontractor | | |
|---|--|---|---|------------------------------|-------------------------------------|
| | | | Check box <input checked="" type="checkbox"/> | MBE <input type="checkbox"/> | WBE <input type="checkbox"/> |
| Name <u>BAKER SIGN SERVICES</u> Address <u>21880 SW FARMINGTON ROAD</u> City/St/Zip <u>BEAVERTON, OR 97007</u> Phone# <u>(503) 642-2531</u> OCCB# <u>3838</u> | <u>SIGNAGE</u> | <u>23,731</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name <u>FRAHLEK ELECTRIC CO</u> Address <u>11860 SW GRIMSBURY RD</u> City/St/Zip <u>TIGARD, OR 97223</u> Phone# <u>(503) 639-4627</u> OCCB# <u>37410</u> | <u>ELECTRICAL</u> | <u>76,696</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Name <u>AFFINITY NW LANDSCAPING</u> Address <u>4171 MARKHAM ST NE</u> City/St/Zip <u>SALEM, OR 97317</u> Phone# <u>(503) 807-8213</u> OCCB# <u>9448</u> | <u>LANDSCAPE PAVERS</u> | <u>289,712</u> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Name Address City/St/Zip Phone# OCCB# | | | <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"/> |
| Name Address City/St/Zip Phone# OCCB# | | | <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
MW/ESB CONTACT / BIDS RECEIVED LOG
(FORM 2)**

Prime Contractor:
Project: # 2021-07 D-Street Improvements Project

Prime Contractor must contact or endeavor to contact at least 3 MW/ESB Subcontractors for each Division of Work. Prime Contractor shall record its contacts with MW/ESB Subcontractors through use of this log (or equivalent) entering all required information. All columns shall be completed where applicable. Additional forms may be copied if needed.

| NAME OF MW/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) | | Notes |
|------------------------------|---|-------------------------------------|---------------|-----------------------|--|--|---|---|--|-------|
| | | | Date of Call | Person Receiving Call | Will Bid | Bid Received | Bid Used | Bid Amount | Reason Not Used (Price, Scope or Other. If Other, explain in Notes>>>) | |
| FOX EROSION | LANDSCAPE | 2/11/21 | | MARK | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No | 256,945 | HIGH | |
| ANDERSON EROSION | LANDSCAPE | 2/11/21 | | PAT | <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 | 277,125 | HIGH | |
| KODIAK PACIFIC | PAVING | 2/16/21 | | SAM | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | HIGH | |
| BERRIGO CONCRETE | CONCRETE | 2/11/21 | | KEVIN | <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 | 981,165 | HIGH | |
| JACKSON INDUSTRIES | CONCRETE | 2/11/21 | | MIKE | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | NA | No Bid | |
| CLARK MOORE | TRUCKING | 2/18/21 | | CLARK | <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 | \$130/hr | | |
| TTE | CONCRETE | 2/18/21 | | RUSS | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | 629,756 | | |

NORTHERN ALLIANCE LANDSCAPE 2/18/21 KELLIE YES YES NO 194412 NOT COMPLETE
 AFFINITY NW LANDSCAPE 2/24/21 KOREY YES YES YES 289712

**CLACKAMAS COUNTY
GOOD FAITH EFFORT
PROJECT COMPLETION REPORT
(FORM 3)**

Prime Contractor Name:

Total Contract Amount:

Project Name: # 2021-07 D-Street Improvements Project

Complete this form and submit with your request for final payment upon the project completion. Please list all subcontractors used for the project. Use additional sheets as necessary.

| LIST ALL SUBCONTRACTORS BELOW Use <u>correct legal name</u> of Subcontractor (No Assumed Business Names) | Division of Work (Painting, electrical, landscaping, etc.) List ALL DOW performed by Subcontractors | FINAL DOLLAR AMOUNT OF SUBCONTRACT | If Certified or self-reported MBE/WBE/ESB Subcontractor Check box <input checked="" type="checkbox"/> | | |
|---|---|---|---|--------------------------|--------------------------|
| | | | MBE | WBE | ESB |
| Name Address City/St/Zip Phone# OCCB# | | | <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"/> |
| Name Address City/St/Zip Phone# OCCB# | | | <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"/> |
| Name Address City/St/Zip Phone# OCCB# | | | <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"/> |

BY SIGNING BELOW, I HEREBY CERTIFY THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE. .

Authorized Signature of Contractor Representative

Date



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: #2021-07 D-Street Improvements Project

We, Lyda Excavating, Inc., as "Principal,"
(Name of Principal)

and Merchants National Bonding, Inc., an Iowa 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 and Clackamas County Development Agency ("Obligee") the sum of (\$ 10% of Total Amount Bid)

Ten Percent of Total 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. 2021-07) 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 12th day of February, 2021.

Principal: Lyda Excavating, Inc.

Surety: Merchants National Bonding, Inc.

By: [Signature]
Signature

By: Attorney-in-Fact Lyndsay C Warren

President
Official Capacity

Lyndsay C. Warren
Name

Attest: [Signature]
Corporation Secretary

PO Box 14498
Address

Des Moines IA 50306
City State Zip

(425) 770-0055
Phone Fax



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID FORM

PROJECT: # 2021-07 D-Street Improvements
BID CLOSING: February 25, 2021, 2:00 PM, Pacific Time
BID OPENING: February 25, 2021, 2:05 PM, Pacific Time

FROM: LYDA EXCAVATING, INC.
Bidder's Name (must be full legal name, not ABN/DBA)

TO: Clackamas County
Procurement Division – Attention George Marlton, County Procurement Officer
2051 Kaen Road
Oregon City, OR 97045

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:

_____ Dollars (\$ _____)

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 1 through 1, 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 Schedule with Bid.**

4. The work shall be completed within the time stipulated and specified in 00180.50(h) of the Special Provisions for **Clackamas County Development Agency D Street Improvement Project, Dated December 2020.**

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:

MERCHANTS NATIONAL BONDING
(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 169420. 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, Policy No. 994005, 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>Mike Lyan</u> | Cell Phone: | <u>(503) 318-7396</u> |
| Project Manager: | <u>Mike Lyan</u> | Cell Phone: | <u></u> |
| Job Superintendent: | <u>Scott Vincent Zander</u> | Cell Phone: | <u>(477)</u> |
| Project Engineer: | <u></u> | Cell Phone: | <u></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 LYDA EXCAVATING, INC.
ADDRESS P.O. Box 365
BANKS, OREGON 97106
TELEPHONE NO (503) 318-7396
EMAIL MVLELYDAEX.COM
SIGNATURE 1) _____
Sole Individual
or 2) _____
Partner
or 3) 
Authorized Officer or Employee of Corporation

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

D STREET

BID SCHEDULE - Addendum #1

February 18, 2021

ESTIMATED CONSTRUCTION COSTS

| ITEM | SECTION | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---------|---|------|----------|------------------------|------------------------|
| General Conditions | | | | | | |
| 1 | 00196 | Extra Work as Authorized | FA | 1 | \$100,000.00 | \$100,000.00 |
| Mobilization and Traffic Control | | | | | | |
| 2 | 00210 | Mobilization | LS | 1 | 110,000. ⁰⁰ | 110,000. ⁰⁰ |
| 3 | 00225 | Temporary Work Zone Traffic Control, Complete | LS | 1 | 75,000. ⁰⁰ | 75,000. ⁰⁰ |
| 4 | 00240 | Temporary Drainage Facilities | LS | 1 | 5,000. ⁰⁰ | 5,000. ⁰⁰ |
| 5 | 00270 | Temporary Fence, 6 Ft Chain Link Fence with Concrete Blocks | FOOT | 1,000 | 7. ⁰⁰ | 7,000. ⁰⁰ |
| 6 | 00280 | Erosion Control | LS | 1 | 5,500. ⁰⁰ | 5,500. ⁰⁰ |
| 7 | 00280 | Plastic Sheeting | SQYD | 500 | .50 | 250. ⁰⁰ |
| 8 | 00280 | Temporary Mulching, Hydromulch | ACRE | 1 | 1,650. ⁰⁰ | 1,650. ⁰⁰ |
| 9 | 00280 | Construction Entrance | EACH | 3 | 1,400. ⁰⁰ | 1,400. ⁰⁰ |
| 10 | 00280 | Sediment Fence, Unsupported | FOOT | 1,302 | 2.50 | 3,255. ⁰⁰ |
| 11 | 00280 | Inlet Protection | EACH | 42 | 50. ⁰⁰ | 2,100. ⁰⁰ |
| 12 | 00280 | Sediment Barrier - Biofiltration Bags | EACH | 35 | 4. ⁰⁰ | 140. ⁰⁰ |
| 13 | 00280 | Compost Filter Sock | FOOT | 841 | 7. ⁰⁰ | 5,887. ⁰⁰ |
| 14 | 00280 | Concrete Washout Facility | EACH | 1 | 1,000. ⁰⁰ | 1,000. ⁰⁰ |
| 15 | 00290 | Pollution Control Plan | LS | 1 | 1,500. ⁰⁰ | 1,500. ⁰⁰ |
| 16 | 00294 | Health and Safety Plan | LS | 1 | 1,500. ⁰⁰ | 1,500. ⁰⁰ |
| 17 | 00294 | Contaminated Soil Removal | TON | 1,905 | 54. ⁰⁰ | 102,870. ⁰⁰ |
| Roadwork | | | | | | |
| 18 | 00310 | Removal of Structures and Obstructions | LS | 1 | 75,000. ⁰⁰ | 75,000. ⁰⁰ |
| 19 | 00320 | Clearing and Grubbing | LS | 1 | 17,500. ⁰⁰ | 17,500. ⁰⁰ |
| 20 | 00330 | General Rock Excavation | CY | 100 | 150. ⁰⁰ | 15,000. ⁰⁰ |
| 21 | 00330 | Earthwork - Excavation & Embankment | LS | 1 | 210,000. ⁰⁰ | 210,000. ⁰⁰ |
| 22 | 00331 | 12 Inch Subgrade Stabilization | SQYD | 2,000 | 30. ⁰⁰ | 60,000. ⁰⁰ |
| 23 | 00350 | Subgrade Geotextile | SQYD | 6,978 | .75 | 5,233. ⁵⁰ |

D STREET
BID SCHEDULE
February 18, 2021

ESTIMATED CONSTRUCTION COSTS

| ITEM | SECTION | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|-----------------------------------|---------|--|------|----------|-----------------------|------------------------|
| 24 | 00390 | Loose Riprap, Class 50 | CUYD | 57 | 80. ⁰⁰ | 4,560. ⁰⁰ |
| Drainage and Sewers | | | | | | |
| 25 | 00430 | 4-Inch Perforated Storm Pipe with Geotextile Sock, Granular Backfill | LF | 315 | 38. ⁰⁰ | 11,970. ⁰⁰ |
| 26 | 00445 | 6-Inch Ductile Iron Storm Pipe, Granular Backfill | FOOT | 10 | 77. ⁰⁰ | 770. ⁰⁰ |
| 27 | 00445 | 6-Inch Storm Pipe, Granular Backfill | LF | 72 | 46. ⁰⁰ | 3,312. ⁰⁰ |
| 28 | 00445 | 12-Inch Storm Pipe, Granular Backfill | LF | 1,987 | 91. ⁰⁰ | 180,817. ⁰⁰ |
| 29 | 00445 | 12-Inch Ductile Iron Storm Pipe, Granular Backfill | LF | 100 | 105. ⁰⁰ | 10,500. ⁰⁰ |
| 30 | 00445 | 24-Inch Storm Pipe, Granular Backfill | LF | 581 | 205. ⁰⁰ | 119,105. ⁰⁰ |
| 31 | 00445 | 36-Inch Storm Pipe, Granular Backfill | LF | 288 | 235. ⁰⁰ | 67,680. ⁰⁰ |
| 32 | 00445 | 6-Inch Sanitary Pipe, Granular Backfill | LF | 112 | 120. ⁰⁰ | 13,440. ⁰⁰ |
| 33 | 00445 | 8-Inch Sanitary Pipe, Granular Backfill | LF | 496 | 100. ⁰⁰ | 49,600. ⁰⁰ |
| 34 | 00470 | Concrete Sanitary Sewer Manholes | EACH | 3 | 6,500. ⁰⁰ | 19,500. ⁰⁰ |
| 35 | 00470 | Concrete Storm Sewer Manholes, 48 Inch | EACH | 11 | 8,050. ⁰⁰ | 88,550. ⁰⁰ |
| 36 | 00470 | Concrete Storm Sewer Manholes, 60 Inch | EACH | 3 | 8,000. ⁰⁰ | 24,000. ⁰⁰ |
| 37 | 00470 | Cleanout | EACH | 9 | 850. ⁰⁰ | 7,650. ⁰⁰ |
| 38 | 00470 | Stormfilter 2 Cartridge Catch Basin | EACH | 1 | 25,000. ⁰⁰ | 25,000. ⁰⁰ |
| 39 | 00470 | Beehive Stormwater Overflow Inlet | EACH | 14 | 4,400. ⁰⁰ | 61,600. ⁰⁰ |
| 40 | 00470 | Catch Basins, Type "Lynch" Area Drain | EACH | 6 | 1,350. ⁰⁰ | 8,100. ⁰⁰ |
| 41 | 00470 | Curb, Frame, and Door | EACH | 1 | 1,500. ⁰⁰ | 1,500. ⁰⁰ |
| 42 | 00490 | Minor Adjustment of Manholes | EACH | 1 | 1,500. ⁰⁰ | 1,500. ⁰⁰ |
| 43 | 00490 | Controlled Low Strength Material | CUYD | 30 | 300. ⁰⁰ | 9,000. ⁰⁰ |
| 44 | 00495 | Trench Resurfacing | SQYD | 100 | 105. ⁰⁰ | 10,500. ⁰⁰ |
| Bases and Wearing Surfaces | | | | | | |
| 45 | 00620 | Cold Plane Pavement Removal, 0-2.5" Depth | SQYD | 4,736 | 6. ⁰⁰ | 28,416. ⁰⁰ |
| 46 | 00641 | 1" - 0" Aggregate Base | CUYD | 1,780 | 67. ⁰⁰ | 119,260. ⁰⁰ |
| 47 | 00641 | Open Graded Aggregate Base for Stormwater Planters | TON | 114 | 32. ⁰⁰ | 3,648. ⁰⁰ |

D STREET
BID SCHEDULE
February 18, 2021

ESTIMATED CONSTRUCTION COSTS

| ITEM | SECTION | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---------|--|------|----------|---|--|
| 48 | 00641 | Washed Drain Rock for Stormwater Planters | TON | 457 | 32. ⁰⁰ | 14,624. ⁰⁰ |
| 49 | 00744 | Level 3, 1/2 Inch Dense, ACP | TON | 2,025 | 108. ⁰⁰ | 218,700. ⁰⁰ |
| 50 | 00756 | Plain Concrete Pavement, Dowelled, 10 Inches Thick | SQYD | 1,357 | 146. ⁰⁰ | 198,122. ⁰⁰ |
| 51 | 00759 | Concrete Curb and Gutter | FOOT | 3,236 | 26. ⁰⁰ | 84,136. ⁰⁰ |
| 52 | 00759 | Concrete Curb and Gutter, 24 Inch Thick (at Stormwater Planters) | FOOT | 774 | 100. ⁰⁰ | 77,400. ⁰⁰ |
| 53 | 00759 | Concrete Curb Type C | FOOT | 18 | 30. ⁰⁰ | 540. ⁰⁰ |
| 54 | 00759 | Concrete Curb, 28" Perimeter Curb (at Stormwater Planters) | FOOT | 891 | 80. ⁰⁰ | 71,280. ⁰⁰ |
| 55 | 00759 | Concrete Wheel Stops | EACH | 40 | 140. ⁰⁰ | 5,600. ⁰⁰ |
| 56 | 00759 | Concrete Walks | SQFT | 29,071 | 8.50 | 247,103.50 |
| 57 | 00759 | Pavers | SQFT | 6,212 | 24.00 26. ⁰⁰ MVL | 149,088.⁰⁰ 161,512. ⁰⁰ MVL |
| 58 | 00759 | Extra for Curb Ramps | EACH | 28 | 1,400. ⁰⁰ | 39,200. ⁰⁰ |
| 59 | 00759 | Concrete Driveways, Reinforced | SQFT | 7,025 | 12.50 | 87,812.50 |
| 60 | 00759 | Concrete Islands | SQFT | 162 | 16.50 | 2,673. ⁰⁰ |
| Permanent Traffic Safety and Guidance Devices | | | | | | |
| 61 | 00855 | Bi-Directional Yellow Type 1, Markers | EACH | 15 | 7. ⁰⁰ | 105. ⁰⁰ |
| 62 | 00865 | Thermoplastic, Extruded, Surface, Non-Profiled | FOOT | 8,100 | 1. ⁰⁰ | 8,100. ⁰⁰ |
| 63 | 00867 | Pavement Legend, Type B-HS: Arrows | EACH | 10 | 295. ⁰⁰ | 2,950. ⁰⁰ |
| 64 | 00867 | Pavement Legend, Type B-HS; Bicycle Lane Stencil | EACH | 5 | 295. ⁰⁰ | 1,475. ⁰⁰ |
| 65 | 00867 | Pavement Bar, Type B-HS | SQFT | 1,300 | 9. ⁰⁰ | 11,700. ⁰⁰ |
| 66 | 00857 | Pavement Legend, Type B-HS: On Street Parking | EACH | 6 | 40. ⁰⁰ | 240. ⁰⁰ |
| 67 | 00857 | Pavement Legend, Type B-HS: Disabled Parking | EACH | 4 | 250. ⁰⁰ | 1,000. ⁰⁰ |
| Permanent Traffic Control and Illumination Systems | | | | | | |
| 68 | 00905 | Remove Existing Signs | LS | 1 | 970. ⁰⁰ | 970. ⁰⁰ |
| 69 | 00930 | Perforated Steel Square Tube Anchor Sign Supports | LS | 1 | 8,600. ⁰⁰ | 8,600. ⁰⁰ |
| 70 | 00940 | Signs, Standard Sheeting, Sheet Aluminum | SQFT | 156 | 13. ⁰⁰ | 2,028. ⁰⁰ |
| 71 | 00970 | Switching, Conduit, and Wiring | LS | 1 | 46,000. ⁰⁰ | 46,000. ⁰⁰ |

D STREET
BID SCHEDULE
 February 18, 2021

ESTIMATED CONSTRUCTION COSTS

| ITEM | SECTION | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---------|---|------|----------|-----------------------|------------------------|
| 72 | 00970 | Pole Foundations | LS | 1 | 11,100. ⁰⁰ | 11,100. ⁰⁰ |
| 73 | 00990 | Traffic Signal Modification, SE Fuller Road @ SE Otty Road | LS | 1 | 4,600. ⁰⁰ | 4,600. ⁰⁰ |
| Right of Way Development and Control | | | | | | |
| 74 | 01030 | Lawn Seeding | ACRE | 0.40 | 20,000. ⁰⁰ | 8,000. ⁰⁰ |
| 75 | 01040 | Water Quality Mixture | CUYD | 343 | 64. ⁰⁰ | 21,952. ⁰⁰ |
| 76 | 01040 | Topsoil | CUYD | 424 | 40. ⁰⁰ | 16,960. ⁰⁰ |
| 77 | 01040 | Bark Mulch, 3 Inch Depth | SQYD | 696 | 13.50 | 9,396. ⁰⁰ |
| 78 | 01040 | Root Barrier | FOOT | 1,010 | 11. ⁰⁰ | 11,110. ⁰⁰ |
| 79 | 01040 | Deciduous Trees, 2 Inch Caliper | EACH | 63 | 365. ⁰⁰ | 22,995. ⁰⁰ |
| 80 | 01040 | Shrubs, 5 Gal. | EACH | 241 | 32. ⁰⁰ | 7,712. ⁰⁰ |
| 81 | 01040 | Groundcovers, 1 Gal. | EACH | 1,617 | 8.50 | 13,744.50 |
| 82 | 01040 | 30 Inch Hgt Wetland Plants, #5 Container | EACH | 212 | 28. ⁰⁰ | 5,936. ⁰⁰ |
| 83 | 01040 | 1 Gal. Wetland Plants, #1 Container | EACH | 193 | 8.50 | 1,640.50 |
| 84 | 01040 | SP#4 Wetland Plants, #SP4 Container | EACH | 5,384 | 3.50 | 18,844. ⁰⁰ |
| 85 | 01044 | 2nd and 3rd Year Plant Establishment | LS | 1 | \$24,000.00 | \$24,000.00 |
| 86 | 01065 | Monument Boxes | EACH | 10 | 1,500. ⁰⁰ | 15,000. ⁰⁰ |
| 87 | 01070 | Single Mailbox Supports | EACH | 6 | 650. ⁰⁰ | 3,900. ⁰⁰ |
| 87A | 01070 | Multiple Mailbox Supports | EACH | 2 | 700. ⁰⁰ | 1,400. ⁰⁰ |
| 88 | 01070 | Relocate Tri-Met Sign | LS | 1 | 500. ⁰⁰ | 500. ⁰⁰ |
| Water Supply Systems | | | | | | |
| 89 | 01120 | Irrigation System, Complete | LS | 1 | 72,000. ⁰⁰ | 72,000. ⁰⁰ |
| 90 | 01140 | 12-Inch Ductile Iron Potable Water Pipe with Restrained Joints and Class B Backfill | LF | 1,076 | 108. ⁰⁰ | 116,208. ⁰⁰ |
| 91 | 01140 | Blow-off Assembly | EACH | 2 | 1,500. ⁰⁰ | 3,000. ⁰⁰ |
| 92 | 01140 | 10-Inch Tapping Sleeve, Valve, Appurtenances | EACH | 1 | 9,000. ⁰⁰ | 9,000. ⁰⁰ |
| 93 | 01140 | 12-Inch Tapping Sleeve, Valve, Appurtenances | EACH | 1 | 10,000. ⁰⁰ | 10,000. ⁰⁰ |
| 94 | 01140 | 12-Inch Cross, 4 Valves, Appurtenances | EACH | 1 | 14,000. ⁰⁰ | 14,000. ⁰⁰ |

D STREET
BID SCHEDULE
 February 18, 2021

ESTIMATED CONSTRUCTION COSTS

| ITEM | SECTION | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|--------------------------------------|---------|---|------|----------|----------------------|--------------------------------|
| 95 | 01140 | Fire Hydrant Assembly | EACH | 2 | 5,000. ⁰⁰ | 10,000. ⁰⁰ |
| 96 | 01170 | 1-Inch Water Service Connection | EACH | 1 | 2,100. ⁰⁰ | 2,100. ⁰⁰ |
| 97 | 01170 | 4-Inch Water Service Connection | EACH | 1 | 4,000. ⁰⁰ | 4,000. ⁰⁰ |
| Miscellaneous Utility Systems | | | | | | |
| 98 | 01210 | 660 PGE Switch Vault | EACH | 1 | 8,250. ⁰⁰ | 8,250. ⁰⁰ |
| 99 | 01210 | 4-Inch Grey Schedule 40 PVC Conduit for Power | LF | 1,360 | 15. ⁰⁰ | 20,400. ⁰⁰ |
| 100 | 01210 | 4-Inch Fiberglass Conduit Bends for Power | EACH | 6 | 405. ⁰⁰ | 2,430. ⁰⁰ |
| 101 | 01210 | Joint Trench | LF | 852 | 25. ⁰⁰ | 21,300. ⁰⁰ |
| 102 | 01210 | Service Trench | LF | 225 | 40. ⁰⁰ | 9,000. ⁰⁰ |
| | | | | | Grand Total | 3,459,488.⁵⁰ |

Total Price THREE MILLION FOUR HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED EIGHTY-EIGHT AND 50/100 Dollars
 (written out)

Name of Firm LYDA EXCAVATING, INC

Name (Print) MICHAEL LYDA

Signature [Signature]

Date 2/25/21

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-07 D-Street Improvements**

BID OPENING: February 25, 2021, 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. | _____ | _____ | _____ |
| 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: _____

Bidder Signature: _____ Phone # _____

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
PROJECT: #2021-07 D-Street Improvements

BID OPENING: February 25, 2021, 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. | SPECIALIZED PAVEMENT MARKING | 28,205 | STRIPING |
| 2. | PR SYSTEMS | 8,883 | AC MILLING |
| 3. | ROVER LANDSCAPERS CONST | 570,933 | CONCRETE |
| 4. | AFFINITY NW LANDSCAPE | 289,712 | LANDSCAPE & PAVERS |
| 5. | BRIX NW PAVING | 200,366 | AC PAVING |
| 6. | BAKER SIGNAGE | 23,731 | SIGNAGE |
| 7. | FRAHLER ELECTRIC | 76,696 | ELECTRICAL |

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: LYDA EXCAVATING, INC.

Bidder Signature: *[Signature]* Phone # (503) 318-7396



**CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT
PERFORMANCE BOND**

Bond No.: NOR1359
 Solicitation: #2021-07
 Project Name: D-Street Improvements Project

| | | |
|---|--------------------------|-----------------------|
| <u>Merchants National Bonding, Inc.</u> (Surety #1) | Bond Amount No. 1: | <u>\$3,459,488.50</u> |
| _____ (Surety #2)* | Bond Amount No. 2:* | <u>\$ _____</u> |
| <i>* If using multiple sureties</i> | Total Penal Sum of Bond: | <u>\$3,459,488.50</u> |

We, Lyda Excavating, 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 and Clackamas County Development Agency, the sum of (Total Penal Sum of Bond) Three Million, Four Hundred Fifty-Nine Thousand, Four Hundred Eighty-Eight and 50/100 Dollars (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 9th day of March, 20 21.

PRINCIPAL: Lyda Excavating, Inc.

By: [Signature]
Signature

President
Official Capacity
Attest: [Signature]
Corporation Secretary

SURETY: Merchants National Bonding, Inc.
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

Lyndsay C. Warren, Attorney-in-Fact

Lyndsay C. Warren
Name
Signature

P.O. Box 14498

Des Moines Iowa 50306
Address

City State Zip

(425) 770-0055

Phone Fax

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

James S Ewald; Jeanette Simmons; Jenifer McCormick; Lyndsay C Warren; Marc Baker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of June, 2020.

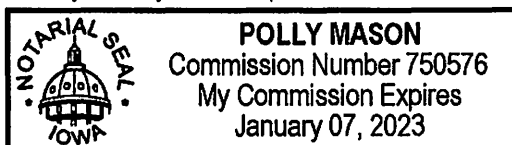


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of June, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of March, 2021.



William Warner Jr.
Secretary



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: NOR1359
Solicitation: #2021-07
Project Name: D-Street Improvements Project

| | | |
|---|--------------------------|-----------------------|
| <u>Merchants National Bonding, Inc.</u> (Surety #1) | Bond Amount No. 1: | <u>\$3,459,488.50</u> |
| _____ (Surety #2)* | Bond Amount No. 2:* | \$ _____ |
| * <i>If using multiple sureties</i> | Total Penal Sum of Bond: | <u>\$3,459,488.50</u> |

We, Lyda Excavating, 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 and Clackamas County Development Agency, the sum of (Total Penal Sum of Bond) Three Million, Four Hundred Fifty-Nine Thousand, Four Hundred Eighty-Eight and 50/100 Dollars (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 9th day of March, 20 21.

PRINCIPAL: Lyda Excavating, Inc.

By: [Signature]
Signature

President
Official Capacity

Attest: [Signature]
Corporation Secretary

SURETY: Merchants National Bonding, Inc.
[Add signatures for each if using multiple bonds]

BY ATTORNEY-IN-FACT:
[Power-of-Attorney must accompany each bond]

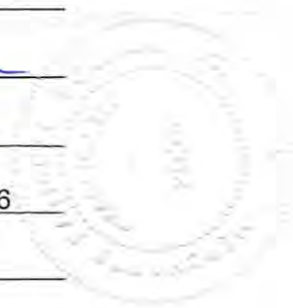
Lyndsay C. Warren, Attorney-in-Fact

Lyndsay C. Warren
Name
Signature

P.O. Box 14498
Address

Des Moines Iowa 50306
City State Zip

(425) 770-0055
Phone Fax



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, James S Ewald; Jeanette Simmons; Jenifer McCormick; Lyndsay C Warren; Marc Baker

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments 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.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

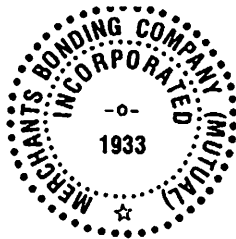
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of June, 2020.



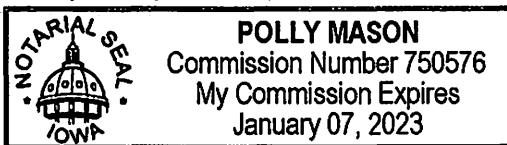
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 25th day of June, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of March, 2021.



William Warner Jr.
Secretary



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

PROJECT: #2021-07 D-Street Improvements Project

Project Background:

The D STREET project includes the construction of two new roadways as well as widening and improvement to SE Fuller Road and SE Otty Road.

Improvements include new concrete and asphalt roadways name D Street, widening of Fuller Road and Otty Street, signal modifications, bike lanes, new or improved sidewalks, multistorm drainage facilities, water improvements, sanitary sewer improvement, landscaping, and street lighting.

Engineers Estimate: \$3,450,000.00

Key Dates:

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

Substantial Completion: September 30, 2021

Final Completion: October 31, 2021

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 ROADWAY HIGHWAY CONSTRUCTION-
CLACKAMAS COUNTY DEVELOPMENT AGENCY D STREET IMPROVEMENT
PROJECT, dated DECEMBER 2020

D-STREET Drawing Set- Pages 1 through 136.



INVITATION TO BID #2021-07
D-Street Improvements Project
ADDENDUM NUMBER 1
February 19, 2021

On January 25, 2021, Clackamas County (“County”) published Invitation to Bid #2021-07 (“BID”). The County has found that it is in its interest to amend the BID through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original BID and subsequent Addenda shall remain unchanged.

- 1. Remove and replace the Bid Schedule titled “Bid #2021-07 D STREET – BID SCHEDULE”, with the attached bid schedule titled “D STREET – BID SCHEDULE ADDENDUM #1”, dated February 18, 2021.**

Revisions include the following:

| Item Number | Description of Change |
|-------------|---|
| 1 | Changed unit to FA (Force Account) |
| 74 | The area of Lawn Seeding should be 0.4 acres. The spreadsheet rounded the value and not enough significant digits were shown in the bid schedule. |
| 78 | Root Barrier quantity changed. Use 16 feet total per tree. (8 feet on each side) |
| 79 | Quantity updated |
| 80 | Item description changed to Shrubs, 5 Gal. |
| 82 | Quantity updated |
| 83 | Quantity updated |
| 85 | Added “Plant” to the title and changed the unit to LS |
| 87 | Quantity updated |
| 87A | New Bid Item for Multiple Mailbox Supports |

- 2. The following changes are made to the plans, drawings and specs:
Remove and replace the Key Dates with the following:**

COMMENCEMENT DATE: Upon Issuance of Notice to Proceed (“NTP”)
SUBSTANTIAL COMPLETION DATE: September 30, 2021
FINAL COMPLETION DATE: September 30, 2024 (3 years after landscape acceptance)

Attachments:

- D-Street Bid Schedule- Addendum #1, February 18, 2021.

**SPECIAL PROVISIONS
FOR ROADWAY AND HIGHWAY CONSTRUCTION**

**CLACKAMAS COUNTY DEVELOPMENT AGENCY
CLACKAMAS COUNTY, OREGON
D STREET IMPROVEMENT PROJECT**

DECEMBER 2020

Prepared by:



Expires 6/31/2021

D Street Improvement Project

The plans and specifications have been prepared by a multi-discipline team. The following is a general list of the firm's responsibilities and the sections of plans and specifications that each firm prepared:

Harper Houf Peterson Righellis Inc. – General Civil Engineering Plans including road improvements, utilities, erosion control, storm detention and treatment, sanitary, water, temporary and permanent traffic control, and landscape plans. HHPR compiled the specification booklet and provided input or information related to special provisions for the above mentioned sections of work.

DKS Associates – Temporary and permanent traffic control, traffic signals, signal interconnect, signing, pavement markings, and street lighting. DKS Associates provided input or information related to the special provisions for the above mentioned sections of work.

GeoDesign – Contaminated Material Management Plan. GeoDesign provided input or information related to the special provisions for the above mentioned sections of work.

TABLE OF CONTENTS FOR SPECIAL PROVISIONS

| | |
|---|----|
| WORK TO BE DONE..... | 1 |
| APPLICABLE SPECIFICATIONS..... | 1 |
| CLASS OF PROJECT..... | 1 |
| SECTION 00110 – ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS | 2 |
| SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES..... | 4 |
| SECTION 00130 – AWARD AND EXECUTION OF CONTRACT..... | 6 |
| SECTION 00140 – SCOPE OF WORK..... | 7 |
| SECTION 00150 – CONTROL OF WORK..... | 8 |
| SECTION 00160 – SOURCE OF MATERIALS | 14 |
| SECTION 00165 – QUALITY OF MATERIALS | 14 |
| SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES | 14 |
| SECTION 00180 – PROSECUTION AND PROGRESS..... | 15 |
| SECTION 00190 – MEASUREMENT OF PAY QUANTITIES..... | 19 |
| SECTION 00195 – PAYMENT | 19 |
| SECTION 00196 – PAYMENT FOR EXTRA WORK..... | 20 |
| SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK..... | 21 |
| SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS..... | 21 |
| SECTION 00210 – MOBILIZATION | 21 |
| SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC | 22 |
| SECTION 00225 - WORK ZONE TRAFFIC CONTROL | 22 |
| SECTION 00240 – TEMPORARY DRAINAGE FACILITIES..... | 24 |
| SECTION 00270 – TEMPORARY FENCES..... | 25 |
| SECTION 00280 – EROSION AND SEDIMENT CONTROL..... | 25 |
| SECTION 00290 – ENVIRONMENTAL PROTECTION..... | 26 |
| SECTION 00294 – CONTAMINATED MEDIA..... | 27 |
| SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS..... | 30 |
| SECTION 00320 – CLEARING AND GRUBBING..... | 31 |
| SECTION 00330 – EARTHWORK | 32 |
| SECTION 00331 – SUBGRADE STABILIZATION | 34 |
| SECTION 00340 – WATERING | 34 |
| SECTION 00350 – GEOSYNTHETIC INSTALLATION | 34 |
| SECTION 00390 – RIPRAP PROTECTION..... | 35 |
| SECTION 00405 – TRENCH EXCAVATION, BEDDING, AND BACKFILL..... | 35 |
| SECTION 00440 – COMMERCIAL GRADE CONCRETE..... | 35 |
| SECTION 00442 – CONTROLLED LOW STRENGTH MATERIALS..... | 36 |
| SECTION 00445 – SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE | 37 |
| SECTION 00470 – MANHOLES, CATCH BASINS, AND INLETS..... | 38 |
| SECTION 00490 – WORK ON EXISTING SEWERS AND STRUCTURES..... | 39 |
| SECTION 00495 – TRENCH RESURFACING..... | 39 |
| SECTION 00620 – COLD PLANE PAVEMENT REMOVAL | 40 |
| SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS | 40 |
| SECTION 00730 – EMULSIFIED ASPHALT TACK COAT..... | 41 |
| SECTION 00744 – ASPHALT CONCRETE PAVEMENT..... | 41 |
| SECTION 00749 – MISCELLANEOUS ASPHALT CONCRETE STRUCTURES | 42 |
| SECTION 00756 – PLAIN CONCRETE PAVEMENT..... | 43 |

| | |
|--|----|
| SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES | 43 |
| SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS | 46 |
| SECTION 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE | 46 |
| SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS | 46 |
| SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS | 46 |
| SECTION 00930 - METAL SIGN SUPPORTS | 46 |
| SECTION 00940 - SIGNS | 47 |
| SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS | 47 |
| SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS | 48 |
| SECTION 00970 - HIGHWAY ILLUMINATION | 48 |
| SECTION 00990 - TRAFFIC SIGNALS | 50 |
| SECTION 01030 – SEEDING | 50 |
| SECTION 01040 – PLANTING | 52 |
| SECTION 01044 – SECOND AND THIRD YEAR PLANT ESTABLISHMENT | 54 |
| SECTION 01050 – FENCES | 57 |
| SECTION 01065 – MONUMENT BOXES | 58 |
| SECTION 01070 – MAILBOX SUPPORTS | 59 |
| SECTION 01075 – MISCELLANEOUS PRIVATE PROPERTY ADJUSTMENTS | 60 |
| SECTION 01120 - IRRIGATION SYSTEMS | 60 |
| SECTION 01140 - POTABLE WATER PIPE AND FITTINGS | 62 |
| SECTION 01150 - POTABLE WATER VALVES | 62 |
| SECTION 01160 - HYDRANTS AND APPURTENANCES | 62 |
| SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER | 63 |
| SECTION 01210 – MISCELLANEOUS UTILITY SYSTEMS | 63 |
| SECTION 02001 – CONCRETE | 65 |
| SECTION 02040 – CHEMICAL ADMIXTURES | 70 |
| SECTION 02050 – CURING MATERIALS | 70 |
| SECTION 02080 – GROUT | 71 |
| SECTION 02440 – JOINT MATERIALS | 71 |
| SECTION 02470 – POTABLE WATER PIPE MATERIALS | 72 |
| SECTION 02475 – POTABLE WATER FITTING MATERIALS | 72 |
| SECTION 02480 – POTABLE WATER VALVE MATERIALS | 74 |
| SECTION 02485 – HYDRANT AND APPURTENANCE MATERIALS | 76 |
| SECTION 02490 – POTABLE WATER SERVICE CONNECTION MATERIALS, 2-INCH AND SMALLER | 76 |
| SECTION 02510 – REINFORCEMENT | 79 |
| SECTION 02530 - STRUCTURAL STEEL | 79 |
| SECTION 02560 - FASTENERS | 79 |
| SECTION 02630 – BASE AGGREGATE | 82 |
| SECTION 02690 – PCC AGGRAGATES | 82 |
| SECTION 02690 – PCC AGGREGATES | 82 |
| SECTION 02910 - SIGN MATERIALS | 87 |
| SECTION 02925 – TRAFFIC SIGNAL MATERIALS | 88 |
| SECTION 02926 – HIGHWAY ILLUMINATION MATERIALS | 89 |
| SECTION 03010 – FENCE MATERIALS | 89 |
| SECTION 03020 - EROSION MATERIALS | 90 |

INFORMATION PROVIDED UNDER SEPARATE COVER

- D STREET IMPROVEMENTS BID SET DRAWINGS
- BID SCHEDULE

OTHER DOCUMENTS AVAILABLE FOR DOWNLOAD FROM FTP SITE:

FTP site: [https://hhpr.egnyte.com/fl/sldmpYnMJm/D_ST - Contractor Supplemental Info](https://hhpr.egnyte.com/fl/sldmpYnMJm/D_ST_-_Contractor_Supplemental_Info)

- Geotechnical and Pavement Design Reports
- Level II Hazardous Materials Corridor Study
- Supplemental Design Information and Project CAD files
- Private Utility Designs or Records – PGE
- Water Plan Installation for Fuller Station North of D Street

WORK TO BE DONE

The Plan Sets for this project is entitled:

D STREET, CLACKAMAS COUNTY, OREGON

The D STREET project includes the construction of two new roadways as well as widening and improvement to SE Fuller Road and SE Otty Road.

Improvements include new concrete and asphalt roadways name D Street, widening of Fuller Road and Otty Street, signal modifications, bike lanes, new or improved sidewalks, multi-storm drainage facilities, water improvements, sanitary sewer improvement, landscaping, and street lighting.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2018 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

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

The construction drawings may include standard drawings or details within the plan set or they may be included by reference. If standard drawings or details are included, it is intended to indicate that this specific drawing be used. If standard drawings or details are referenced, it is intended to indicate that the latest available drawing should be used.

CLASS OF PROJECT

This is a Clackamas County Project. The construction of this project is not federally funded.

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".

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
- ODOT Construction Section
www.oregon.gov/odot/construction/pages/index.aspx
- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Traffic Control Plans Unit
www.oregon.gov/ODOT/Engineering/Pages/Work-Zone.aspx
- ODOT Traffic Standards
www.oregon.gov/ODOT/Engineering/Pages/Signals.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 or modify definitions as follows:

Agency – The term "Agency" shall refer to Clackamas County, including the Board of County Commissioners, employees and agents of the County authorized to administer the conditions of these contract documents.

Agreement – 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 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 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 Booklet – The bound paper version included in the Solicitation Documents.

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 documents included or referenced in the bid documents
- Addenda, if any
- The Agreement Form and Special Provisions
- Minimum Contractor Qualifications Submittal Form

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 must be agreed upon, in writing, by the County Project Manager and/or the Contractor's designated representative, prior to beginning work.

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.

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 – Synonymous with 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 00170.65 "Minimum Wage and Overtime Rates for Public Works Projects".

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 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.

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.

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.

Substantial Completion – The work or specified parts of the work which are sufficiently complete, in accordance with the contract documents, such that they can be utilized by the County for the purposes intended as determined by the Engineer.

Temporary – Work or Bid Items identified as "temporary" require removal once they are no longer needed. All removal costs are to be considered incidental to the temporary item.

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

SECTION 00120 – BIDDING REQUIREMENTS AND PROCEDURES

Comply with Section 00120 of the Standard Specifications supplemented and/or modified as follows:

00120.00 Prequalification of Bidders - Delete and replace with the following:

See Instructions to Bidders.

00120.01 General Bidding Requirements – Delete and replace with the following:

See Instructions to Bidders.

00120.05 Requests for Solicitation Documents – Delete and replace with the following:

See Notice of Public Improvement Contract and Instructions to Bidders.

The full size drawings can be purchased from Precision Images, at 900 SE Sandy Boulevard, Portland, OR, phone number 503-274-2030. Fax number 503-222-1879.

Copies of the Oregon Standard Specifications for Construction and Supplements may be purchased from the Oregon Department of Transportation from the Plan Distribution Center in Salem, Oregon.

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

00120.17 Use of Agency-Owned Land for Staging or Storage Areas – Add the following:

84th Avenue, between STA 3+75 and STA 8+75 may be available to the contractor for a staging area. See Section 00290.10.

00120.25 Subsurface Investigations - Replace the first two sentences of the first paragraph with the following:

The Agency or its consultant has conducted subsurface or geologic investigations of the Project Site, and the results of these investigations are available at the Clackamas County's PM office and on the project FTP site. Refer to the "Other Documents Available for Download" section following the Table of Contents for link to FTP site.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.40 Preparation of Bid – Delete and replace with the following:

See Instructions to Bidders.

00120.45 Submittal of Bids - Delete and replace with:
See Instructions to Bidders.

00120.50 Submitting Bids for More than One Contract – Delete this subsection.

00120.60 Revision or Withdrawal of Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.68 Mistakes in Bids - Delete and replace with the following:

See Instructions to Bidders.

00120.70 Rejection of Bids – Delete and replace with the following:

See Instructions to Bidders.

00120.95 Opportunity for Cooperative Arrangement – Delete this section.

SECTION 00130 – AWARD AND EXECUTION OF CONTRACT

Comply with Section 00130 of the Standard Specifications supplemented and/or modified as follows:

00130.00 Consideration of Bids - Delete third paragraph.

00130.10 Award of Contract - Delete and replace with the following:

See Instructions to Bidders.

00130.15 Right to Protest Award – Delete and replace with the following:

See 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.
- * Clackamas County Standard Drawings located at www.clackamas.us/engineering/roadway.html

00130.40 Contract Bonds, Certificates, and Registrations - Delete and replace with the following:

See Instructions to Bidders.

00130.50(a) By the Bidder – Delete and replace with the following:

See Instructions to Bidders.

00130.50(b) By the Agency – Delete and replace with the following:

Within 10 Working Days after the Agency has received and verified the properly executed documents specified in the Instructions to Bidders, and received legal sufficiency approval from the Agency's attorney, the Agency will request Clackamas County Board of Commissioners or County Administrator's Approval of the Contract. Approval will occur within 21 Calendar Days after the Agency has received and verified the properly executed documents. The Agency will then send a fully executed Public Improvement Contract (Contract Form) to the successful Bidder, who then officially becomes the Contractor.

While construction (field) work may not begin until after the Seasonal Work Restriction period ends (January 10), Clackamas County will be issuing NTP as quickly as possible. The Contractor is encouraged to begin pre-construction preparation and activities (such as preparation of subcontractor agreements, coordination meetings and processing submittals) prior to that date to facilitate a speedy start once the Seasonal Work Restriction period has concluded.

00130.70 Release of Bid Guaranties – Delete and replace with the following:

Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening.

SECTION 00140 – SCOPE OF WORK

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

00140.30 Agency-Required Changes in the Work – Delete and 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.

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 section:

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. The Contractor's "as-built" drawings shall be made available for inspection or review at any time throughout construction. Maintenance of accurate, complete and current "as-built" drawings will be a 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.

00140.70(c) Consideration of Proposal - Add the following to the end of this paragraph:

Cost Reduction Proposals will not be considered during the bidding process.

SECTION 00150 – CONTROL OF WORK

Comply with Section 00150 of the Standard Specifications supplemented and/or modified as follows:

00150.00 Authority of the Engineer – Delete and 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.

00150.15 Construction Stakes, Lines and Grades – Add the following to the end of Paragraph (b):

The Engineer will stake the following:

- Right-of-way or easement lines
- Limits of clearing and limits for demolition of structures (sawcut lines are not staked)
- Utility installation (storm, catch basins, waterlines, hydrants, etc.)
- PGE vaults
- Rough grading and subgrade (one time)
- Top of aggregate base
- Road Improvements (curbs, sidewalks, planters, median, etc.)
- Curb Ramps (based on Contractor's working drawings). Note – Contractor is responsible to verify ADA requirements are met prior to placing concrete. See 00759.46

- Signal pole and pedestrian pole installations
- Private property improvements such as parking lots, driveway connections, etc.
- Wall alignments and wall foundations
- All stakes will be one-time only.

Engineer will provide STA marks to aid in contractor striping layout. The engineer is not responsible to stake actual stripe lines. The contractor will lay out striping location in the field, based on actual conditions and plan dimensions.

Typically the Engineer will stake all design elements that are specifically identified (by STA/Offset) on the plans, or that can be directly calculated from design information. Some items (sawcut lines, junction boxes, utility vaults, erosion control fence, etc.) are shown schematically and may need to be field adjusted to fit within project constraints.

00150.40 Cooperation and Superintendence by Contractor:

00150.40(a) General – Add the following:

- Attend weekly construction meeting with the Engineer either on-site or at a location to be determined by the Engineer.

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 Cooperation with Utilities: Add the following to the end of Paragraph (c):

- The Contractor will make arrangements for the removal, relocation, or adjustment of utilities and show utility work on the project schedule. The Contractor shall be responsible for coordinating, communicating, and scheduling work with the utility companies through the entire project. The Contractor shall obtain the available plans for utility relocations in the project area from the utility servers.
- 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.
- The Contractor shall coordinate with property owners and utility representatives and make every effort to minimize disruption when transitioning between existing and new utility services.

00150.50 Cooperation with Utilities - Add the following subsection:

(f) Utility Contact Information: The following organizations have been identified to possess utilities within the project area:

Utility and Representative

PGE – Power

Stacy Ferguson
1705 NE Burnside
Gresham, OR 97030
(503) 669-5259

Tim Anderson
3700 SE 17th Avenue
Portland, OR 97202
(503) 736-5504

Description of Work/Duration:

PGE power improvements include installation/relocation of poles and adjustment of power lines. Close coordination with PGE by the contractor is critical to the completion of the project within the project timeline. PGE crews can be expected to be on-site at any time during the entire duration of the project. Energized power lines overhang portions of the Work with a minimum vertical clearance of 18 feet. Contractor shall maintain at least 10 feet of safety clearance.

PGE power improvements are included with the contract work. The Contractor will be responsible for trenching and backfilling joint utility trench and service trench, installing PGE conduit/bends, vaults, all systems required for relocation of PGE power facilities as shown on PGE drawings. PGE will complete installation of new aerial poles/wires and complete any aerial adjustments to new or existing facilities. The Contractor will also be responsible for coordinating the work of other utilities to ensure their conduits & structures can be placed within the joint trench, before completing backfill work. Once Contractor work is complete and approved by PGE, PGE will pull cable, and energize.

PGE – Lighting Services

Jason Morin
(503) 742-672-5474
209 Warner Milne Road
Oregon City, OR 97045
Jason.Morin@pgn.com

Description of Work/Duration:

PGE lighting improvements are included with the contract work. The Contractor will be responsible for trenching, backfilling, and installing conduit, junction boxes, and pole foundations throughout the project and in some locations may also be responsible for installation of poles, luminaires, and wiring. Please review project specifications for full breakdown of responsibilities. The Contractor shall complete all work as shown on the PGE drawings and street lighting plans, including connection of street lights to a power source. Once Contractor work is complete and approved by PGE, PGE will install remaining light poles and luminaires, pull cable, and energize.

N.W. Natural Gas

Jeremy Lorence
(503) 226-4211 Ext. 6772
220 NW Second Avenue
Portland, OR 97209
Jeremy.Lorence@nwnatural.com

Description of Work/Duration:

N.W. Natural Gas (NWN) has utilities within the project area. Close coordination with NWN by the contractor is critical to the completion of the project within the project timeline. NWN crews can be expected to be on-site at any time during the entire duration of the project.

Clackamas River Water District

Joe Eskew
(503) 723-2565
16770 SE 82nd Drive
Clackamas, OR 97015
Jeskew@crwater.com

Description of Work/Duration:

Clackamas River Water District (CRW) may be relocating their facilities and/or observing contracted water improvements throughout the duration of the project. Close coordination with CRW by the contractor is critical to the completion of the project within the project timeline. CRW District personnel can be expected to be on-site at any time during the duration of the project.

Clackamas County - Water Environment Services (WES)

Don Kemp
150 Beaver Creek Road
Oregon City, OR 97045
503-742-4577
DonKem@co.clackamas.or.us

Description of Work/Duration:

Water Environment Services (WES) improvements are included with the contract work. WES, or a designated authority, will be inspecting and observing relocations and/or adjustments of the sanitary and storm systems. WES personnel can be expected to be on-site at any time during the duration of the project.

AT&T

Maria Guzman
420 S Grand Ave., Rm 707
Los Angeles, CA 90071
213-787-9996
Mg1371@att.com

Scott Butler
Commstructure Consulting LLC (for AT&T)
811 Railroad Ave.
Oregon City, OR 97045
503-785-3975
scott@commstructureconsulting.com

Description of Work/Duration:

AT&T may be relocating their facilities throughout the duration of the project. Close coordination with AT&T (or Commstructure Consulting, LLC as their representative) by the contractor is critical to the completion of the project within the project timeline. AT&T/Commstructure crews can be expected to be on-site at any time during the entire duration of the project.

Comcast

Matt Bravo
7900 NE Killingsworth St
Portland, OR 97218
503-351-9311
Matthew_bravo@comcast.com

Shawn Murphy
K&B Technical Solutions (for Comcast)
6566 SE Lake Road, Suite E & F
Milwaukie, OR 97222
503-650-6041 ext. 213
shawn_murphy@kbmail.net

Description of Work/Duration

Comcast may be relocating their facilities throughout the duration of the project. Close coordination with Comcast (or K&B Technical Solutions as their representative) by the contractor is critical to the completion of the project within the project timeline. Comcast/K&B crews can be expected to be on-site at any time during the entire duration of the project.

Century Link

Scott Miller
Utility Specialist
8021 SW Capitol Hill Rd. Rm 110
Portland, OR 97219
503-242-4144
scott.miller4@centurylink.com

Description of Work/Duration

CenturyLink may be relocating their facilities throughout the duration of the project. Close coordination with CenturyLink by the contractor is critical to the completion of the project within the project timeline. CenturyLink crews can be expected to be on-site at any time during the entire duration of the project.

Zayo (formerly Integra/ELI)

Joseph Kleinsasser
25411 NE 227th St
Battleground, WA 98604
720-549-2293
joseph.kleinsasser@zayo.com

Description of Work/Duration

Zayo may be relocating their facilities throughout the duration of the project. Close coordination with Zayo by the contractor is critical to the completion of the project within the project timeline. Zayo crews can be expected to be on-site at any time during the entire duration of the project.

Verizon

Mohammed Felemban
10001 SE Sunnyside Rd, Ste 210
Clackamas, OR 97015
503-998-8398
mfelemban@henkels.com

Description of Work/Duration

Verizon may be installing new facilities throughout the duration of the project. Close coordination with Verizon by the contractor is critical to the completion of the project within the project timeline. Verizon crews can be expected to be on-site at any time during the entire duration of the project.

00150.55 Cooperation with other Contractors – Add the following:

In addition to the utility work on the project, the following contract work may be ongoing within or near the Project Area during construction:

- Fuller Station Housing Project will be constructing their project concurrently with the D Street Project. Close coordination with the Fuller Station Housing Project will be required. The Fuller Station contractor will be connecting to the public utilities in D Street, and in some cases, will be installing “dry” utility lines for the D Street contractor to connect to.
- The Contractor shall not pour the sidewalk adjacent to the building for the Fuller House Station Housing Project until the finished foundation and sidewalk and any other finish exterior elements are completed on the building to ensure the sidewalk is not damaged by construction.
- The installation of a new 30” storm line replacing a 24” line in Fuller Road will occur in front of a project that is scheduled to redevelop including the construction of frontage improvements. The contractor shall coordinate the work with adjacent development.

The contractor shall coordinate with contractors from these or any other projects that may be occurring or affecting traffic within the project area during construction.

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. To aid in the defense of private property claims against the Contractor and the County, the Contractor shall, prior to start of construction, provide to the Engineer a DVD recording showing all private property which may be disturbed during construction. The Contractor shall include in the video any areas, public or private, that are to be used as staging to document the pre-construction condition of the surface.

SECTION 00160 – SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications supplemented and/or modified as follows:

00160.20 Preferences for Materials – Add “Federal highway funds are NOT involved on this Project.”

SECTION 00165 – QUALITY OF MATERIALS

Comply with Section 00165 of the Standard Specifications.

SECTION 00170 – LEGAL RELATIONS AND RESPONSIBILITIES

Comply with Section 00170 of the Standard Specifications supplemented and/or modified as follows:

00170.02 Permits, Licenses, and Taxes – Add the following:

The portion of this project that will be constructed in Clackamas County road right of way and streets will not require any further street opening permits from Clackamas County to perform the work required under this contract.

The contractor must take out all necessary electrical permits and pay all fees for the project including but not limited to the following:

- Signal Installation
- Private lighting modifications
- Private sign connections
- Irrigation power connections
- All other private or public connections

00170.03 Furnishing Right-of-Way and Permits – Add the following:

Add the following bullet items:

- The Contactor must comply with all special requirements of the written agreements between the County and the Property Owners for work on Private property within the limits of the Temporary Construction Easements or as established by the right-of-entries signed by the property owners to connect driveways to the new roadway. Copies of these agreements are available at Clackamas County from the County’s Project Manager, Terry Mungenast.
- The Contractor may not store materials or equipment within project TCE’s unless specifically approved by the Project Manager.

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

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(a) Insurance Coverages - Supplement this section with the following:

The Contractor shall provide the following:

| Insurance Coverages | Combined Single Limit per Occurrence | Annual Aggregate Limit |
|---------------------------------|--------------------------------------|------------------------------|
| Commercial General Liability | \$1,000,000 | \$2,000,000 |
| Commercial Automobile Liability | \$1,000,000 | aggregate limit not required |

Add the following:

The Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this contract, unless this requirement is expressly modified or waived by the Agency in writing.

00170.70(c) Additional Insured - Add the following:

Add the following as Additional Insured's under the Contract:

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Harper Houf Peterson Righellis Inc and its officers, agents, employees, and subconsultants.

00170.72 Indemnity/Hold Harmless - Add the following paragraph and bullets to the end of this Subsection:

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

- Clackamas County and its officers, agents, and employees
- Clackamas County Board of Commissioners
- Harper Houf Peterson Righellis Inc. and its officers, agents, employees, and subconsultants.

SECTION 00180 – PROSECUTION AND PROGRESS

Comply with Section 00180 of the Standard Specifications supplemented and/or modified as follows:

00180.06 Assignment of Funds Due Under the Contract - Delete first bulleted item.

00180.21 Subcontracting - Add the following to subsection (a):

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.

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.

Some local businesses and private property owners will be affected by construction activities on this project and the Contractor is expected to coordinate and work with them to minimize impacts to homes, businesses and to their customers. Access to homes and businesses impacted by this project must be maintained at all times. The Contractor shall coordinate with owners regarding all work on their property or impacting their parking and/or access to ensure minimal impact or specific needs during construction are met.

Some properties within the project area have negotiated contract work to be included or restrictions that limit construction activities on their properties. The Contractor must comply with all special requirements of the written agreements between the County and the Property Owners for work on Private property within the limits of the Temporary Construction Easements or as established by the right-of-entries signed by the property owners to connect driveways to the new roadway. Copies of these agreements are available at Clackamas County from the County's Project Manager, Terry Mungenast.

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:

| Limitations | Subsection |
|--|-------------------|
| Cooperation with Utilities | 00150.50 |
| Cooperation with Other Contractors | 00150.55 |
| On-Site Work | 00180.40(b) |
| Contract Time | 00180.50(h) |
| Right-of-Way and Access Delays | 00180.65 |
| Closed Lanes | 00220.40(e)(1) |
| Limited Duration Road Closure | 00220.40(f) |
| Regulated Work Areas | 00290.34(a) |
| Noise Control | 00290.32 |

| | |
|-----------------------------------|----------|
| Maintenance Under Traffic | 00620.43 |
| Opening Sections to Traffic..... | 00744.51 |
| Opening Sections to Traffic | 00745.51 |

The Contractor shall 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 Standard 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 current week and the following three-week period. The three-week look-ahead schedule shall be in a format agreed upon by the Contractor and the Engineer.

00180.42 Preconstruction Conference - Add the following:

Before meeting with the Engineer for the preconstruction conference, hold a group utility scheduling meeting with representatives from the utility companies involved with this project. Incorporate the utility's 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.
- DVD showing pre-construction record of private property potentially impacted by construction. See 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 ensure 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.

Add the following subsection:

00180.44 Critical Time Periods - Note the following critical time periods, where only certain types of work can be performed throughout the project, and specific completion times for those work items:

- All trees and shrubs which require removal, must be removed by March 1, 2020, to avoid additional costs related to the Migratory Bird Treaty Act (MBTA).
- Interim Utility Improvements: The D Street Interim Water Line shown on Sheet 14.5 including the full operation of the Fire Hydrant on the plans shall be installed, tested and accepted prior to June 15th, 2021 in order to provide fire protection for the Fuller Station Development during construction. All storm lines for the project shall be installed and operational prior to June 15th, 2021 with the exception of the installation of the storm line in Otty Road west of D Street, and the upsizing of the storm line in Fuller Road at the Otty Road Intersection.

00180.50(h) Contract Time – The Contractor shall complete all Work to be done under the Contract, except for Plant Establishment, not later than **September 30, 2021**. The Contractor shall complete all Work to be done under the contract, including the 1st year plant establishment (incidental), and the 2nd and 3rd Year Plant Establishment period, which follows, not later than three years following the date original planted materials are accepted by the County.

00180.65 Right of Way and Access Delays - Add the following paragraph:

There are anticipated ROW or Access Delays for the project.

Property 2: Access to the acquired ROW and Temporary construction easements on this property will not be available until June 1, 2021. If the property becomes available sooner, the project manager will release it to the Contractor. The contractor may work in the existing ROW in front of these properties.

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 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 – Remove subsections (1) and (2) and replace with the following:

The liquidated damages for failure to complete the Work per Calendar Day is outlined below:

There shall be liquidated damages given in the following paragraphs (a), (b), and (c):

(a) Complete all tree and shrub removal work associated with MBTA requirements not later than **March 1, 2021**, as property availability allows. The daily amount of liquidated damages will be \$200.

(b) Complete all work as outline in the Interim Utility Improvements noted in 00180.44 not later than **June 15, 2021**. The daily amount of liquidated damages will be \$1,000

(c) Complete all work to be done under the contract, except for Plant Establishment, not later than **October 31, 2021**. The daily amount of liquidated damages will be \$2,000

If liquidated damages should become payable concurrently under any combination of (a), (b) and (c) above, the daily maximum amount of liquidated damages will be \$2,500.

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).

SECTION 00190 – MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications supplemented and/or modified as follows:

00190.20 Contractor to Provide Vehicle Weigh Scales: Delete and replace subsection (g) with the following:

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

SECTION 00195 – PAYMENT

Comply with Section 00195 of the Standard Specifications supplemented and/or modified as follows:

00195.12 Steel Material Price Escalation/De-Escalation Clause – Modify as follows:

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

00195.50 Progress Payments and Retained Amounts - Modify as follows:

00195.50 (b) Retainage - Delete the first paragraph and replace with:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished, 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 – Delete first paragraph and replace with:

Forms of acceptable retainage are set forth below in Subsections (1) through (3). “Cash, Alternate A” or “Cash, Alternate B” 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.

Delete and 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- Delete the first two paragraphs and add the following bullet items:

- When the Work is 50% completed and upon written application of the Contractor and written approval of the Surety, the Engineer may reduce or eliminate retainage on remaining progress payments if the Work is progressing satisfactorily.
- When the work is 100% complete and all contract requirements have been satisfied, all retainage will be released.

SECTION 00196 – PAYMENT FOR EXTRA WORK

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

Add the following subsection:

00196.90 Extra Work Allowance - The bid schedule of prices contains the bid item “Extra Work as Authorized”. This bid item serves as a contingency 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.

The contractor must receive written approval from the Engineer or County Project Manager prior to start of any work to be paid as Extra Work. Any work completed prior to receipt of written approval may not be eligible for compensation.

SECTION 00197 – PAYMENT FOR FORCE ACCOUNT WORK

Comply with Section 00197 of the Standard Specifications.

SECTION 00199 – DISAGREEMENTS, PROTESTS AND CLAIMS

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

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

00199.40 Claim Review Procedure - Delete the entire section and replace with the following:

The Engineer will, as soon as practicable, consider and investigate a Contractor's properly submitted claim for additional compensation. The Engineer will advise the Contractor of the decision to accept or reject the claim, and the reasons for rejecting any part of the claim.

The County intends to resolve claims at the lowest possible level.

Upon request by the Contractor, the Project Manager will review the Engineer's decision on the claim and advise the Contractor of the decision in writing. If the Project Manager finds the claim has merit, an equitable adjustment will be offered. If the Project Manager finds the claim has no merit, no offer of adjustment will be made and the claim will be denied.

If the Contractor does not accept the Project Manager'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 45 days following the mailing of the decision or within 45 days following the date of "Second Notification", whichever is later. If said suit or action is not commenced within said 45 day 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.

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 bullet to the end of the bullet list: When performing trench excavation or other excavation across or adjacent to a Traffic Lane on a roadway having a pre-construction posted speed greater than 35 mph, backfill the excavation, install surfacing, and open the roadway to traffic by the end of each work shift. Install a "BUMP" (W8-1-48) sign approximately 100 feet before the backfilled area and a "ROUGH ROAD" (W8-8-48) sign approximately 500 feet ahead of the "BUMP" sign. If this requirement is not met, maintain all necessary lane or shoulder closures and provide additional TCM, including flagging, at no additional cost to the Agency. Do not use temporary steel plating to reopen the roadway.

00220.03(b) Closures - Add the following bullet to the end of the bullet list:

- **On Street Parking** - A minimum of 14 calendar days before closing on-street parking. After receiving written approval, provide 48 hours' public notification before limiting the on-street parking.

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 sidewalks, place a "SIDEWALK CLOSED, Full Time" (CW11-4) 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, Full Time” (CW11-4) signs while the TPAR is open to pedestrian traffic.
- Install "ROAD WORK AHEAD" (W20-1-48) signs with a 36 by 24-inch "FINES DOUBLE" (R2-6aP) rider on SE Otty Road and SE Fuller Road, according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans except do not install the "FINES DOUBLE" rider on barrier mounted signs.
- Install beyond each end of the Project, facing outgoing traffic, an "END ROAD WORK" (CG20-2A-24) sign a distance of $(A \div 2)$ according to the "TCD Spacing Table" shown on the Standard Drawings or as modified by the Plans.
- Install a "NEW TRAFFIC PATTERN AHEAD" (W23-2) sign approximately 200 feet in advance of project limits on both Otty Rd and Fuller Rd, facing incoming traffic.
- Keep the "NEW TRAFFIC PATTERN AHEAD" signs in place 30 Calendar Days after project completion.
- Install an 18 by 24-inch "NO PARKING" (R8-3a) sign in every block where on-street parking is prohibited, facing incoming traffic.

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.

00225.32(b) Traffic Control Inspection Without TCS - Add the following bullet to the end of the bullet list:

- Shall report to the Project Site within 1 hour after being notified in the event of a Work Zone incident during non-work periods.

For paving operations on non-freeways, place “ABRUPT EDGE” (CW21-9) and “ROAD WORK XX MPH” (CW20-1a) signs as shown. Use an “XX” value equal to 10 mph below the current posted regulatory speed. If a speed is posted for a temporary regulatory speed reduction, that speed is the current posted regulatory speed.

For all other moving operations that do not create an abrupt edge adjacent to traffic, omit the “ABRUPT EDGE” signs.

Remove all inappropriate roll-up signs at the end of each shift.

00225.47 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.

Construct Temporary Walks as shown or directed. Repair or reconstruct unacceptable Temporary Walks before opening to pedestrian traffic.

00225.67 Temporary Sidewalk Ramps - Replace this subsection with the following subsection:

00225.67 Temporary Curb Ramps and Temporary Walks - Inspect and maintain temporary curb ramps and Temporary Walks for:

- Any damaged curb ramp or walk surfaces.
- Ramp and walk alignment or connections to existing sidewalks or Roadway surfaces.
- Compliance with the dimensions and grades in the Standard Drawings or requirements approved by the Engineer.
- Items identified by the manufacturer’s recommendations.
- Other ramp or walk quality or performance issues, as directed.
- Keep ramps and walks unobstructed. Maintain a firm, stable, and slip resistant surface free of debris.

After completion of the Work, restore the area on which the temporary curb ramp or Temporary Walk occupied as directed.

SECTION 00240 – TEMPORARY DRAINAGE FACILITIES

Comply with Section 00240 of the Standard Specifications, modified as follows:

00240.00 Scope – Add the following:

The Contractor shall provide adequate temporary drainage systems that do not allow ponding of storm water through the project, flooding of any adjacent properties, or facilities that replace any existing storm sewer ditches and pipes that must be removed or altered as a result of construction. The temporary drainage facilities shall be connected into an existing piped or ditch system. Connection to existing drainage system shall be approved by the Engineer.

The scope of work shall also include grading of temporary drainage ditches, small berms necessary to convey flows to the newly installed drainage facilities or to existing drainage facilities.

00240.80 General - Delete and replace with the following.

There will be no measurement for the installation and maintenance of temporary drainage facilities.

00240.90 Lump Sum Basis – Delete and replace with the following:

Payment will be made at the Contract Lump Sum amount for the item “Temporary Drainage Facilities”. Payment will be payment in full for furnishing, placing, maintaining and removing temporary drainage facilities, including any temporary drainage pipe, as specified.

SECTION 00270 – TEMPORARY FENCES

Comply with Section 00270 of the Standard Specifications, modified as follows:.

00270.90 Payment - Add the following pay item:

| Pay Item | Unit of Measurement |
|-----------------|----------------------------|
|-----------------|----------------------------|

| | |
|--|------|
| (d) Temporary Fence, 6 Ft Chain Link Fence with Concrete Blocks..... | Foot |
|--|------|

For item (d), placement of privacy slats in front of Property 3 per the final agreement will be considered

SECTION 00280 – EROSION AND SEDIMENT CONTROL

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

00280.15(f)(1) Filter Sock Material - Add the following sentence to the end of this subsection:

Furnish filter sock material with a diameter of 12 inches.

00280.16(i) Concrete Washout - Delete the bullet that begins “**Geotextile** - Type 2 drainage...”.

00280.48 Emergency Materials - Add the following paragraphs after the paragraph that begins "Provide, stockpile, and protect...":

Provide and stockpile the following emergency materials on the Project site:

| Item | Quantity |
|------------------------------|------------------|
| Biofilter Bags..... | 20 Each |
| Plastic Sheeting | 100 Square Yards |
| 8” Compost Filter Sock | 200 Feet |

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 with 24 hours.

SECTION 00290 – ENVIRONMENTAL PROTECTION

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

00290.10 Staging and Disposal Sites - Add the following to the end of this subsection:

The following staging site is available for Contractor use:

- The contractor may utilize a portion of the County owned property west of the N–S D Street Roadway. Coordinate with the County Project Manager prior to use.

00290.20(c)(2) Clean Fill - Add the following paragraph to the end of this subsection:

Manage all excavated soil that does not meet the definition of clean fill according to Section 00294.

00290.20(c)(1) General - Add the following:

Railroad ties and painted curbs are to be considered hazardous waste and shall be handled/disposed as such.

00290.32 Noise Control - Add the following paragraphs to the end of this subsection:

The Contractor shall comply with the applicable noise control requirements of the ordinance for project work in Clackamas County.

Copies of the ordinance and noise control code (Title 6.05) are available at the office of the Project Manager or online at www.clackamas.us/code.

00290.36(a) Migratory Birds - Add the following paragraphs to the end of this subsection:

Bird management activities to comply with the Migratory Bird Treaty Act (16 U.S.C. 703 712) will be performed by the Agency. Ensure that the Agency and its permitted agents have access to the project area, including existing work platforms, as needed to prevent migratory bird nesting. Nesting prevention may include daily bird harassment and the installation and maintenance of devices that exclude birds.

Notify the Engineer, in writing, a minimum of 10 calendar days prior to starting activities that could harm nesting birds. Avoid disturbing migratory bird nesting habitat (shrubs, trees, and structures) from March 1 to September 1 of each year. If avoidance is not possible, obtain approval from the Engineer before falling trees or clearing vegetation that could disturb migratory bird nesting habitat between March 1 and September 1.

Add the following subsection:

00290.36(c) Avoid Nesting - Comply with Migratory Bird Treaty Act (16 U.S.C. 703-712). Submit a migratory bird protection plan for review and approval at least 10 Calendar Days before the pre-construction conference. Include the following:

- Describe measures to avoid disturbance to migratory bird nesting habitat (vegetation, structures) from March 1 to September 1 of each year.
- Do not begin work until the migratory bird protection plan is approved.
- In the event the nesting birds or bats are encountered during construction, the Engineer may suspend the work according to 00180.70.

Unless authorized in writing by the Engineer, return to the Engineer, within 5 Calendar Days of removal, all exclusionary measures applied by others prior to the NTP for the Project.

SECTION 00294 – CONTAMINATED MEDIA

Section 00294, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00294.00 Scope - In addition to the requirements of Section 00290 and these specifications, this work consists of the following:

- Excavate, transport, and dispose of contaminated soils from the following locations:

| Location/Station | Depth below grade (feet) | Approximate Quantity (tons) | Known Contaminants |
|------------------|--------------------------|-----------------------------|--------------------|
| See map below | 1 feet and below | 1,900 | Lead |
| | | | |



- Prepare a Health and Safety Plan (HASP) for work within the contaminated areas of the Project.

A report titled “Level II Hazardous Materials Corridor Study” dated January 27, 2020 completed by GeoDesign. This report is available on the project FTP site. Refer to the “Other Documents Available for Download” section following the Table of Contents for link to FTP site.

00294.03 Submittals - Submit the following documents:

- A site specific HASP at least 10 Calendar Days before the pre-construction conference.
- Modifications to the HASP that are requested by the Engineer within seven Calendar Days of the request.

00294.05 Health and Safety Plan - Prepare a site specific HASP that meets or exceeds the requirements of 29 CFR 1910.120 and include a personnel and equipment decontamination plan that details how decontamination media will be contained and disposed.

Maintain a copy of the HASP on site at all times and readily available to employees and inspectors during construction activities. If additional information becomes available regarding the site specific conditions, revise the HASP and submit the revised version to the Engineer. Review of the HASP by the Engineer does not indicate that the HASP is fully compliant with State or federal requirements. Compliance is the responsibility of the Contractor. Review by the Engineer will not impose liability upon the Agency or relieve the Contractor of responsibilities under the Contract.

Do not begin work in contaminated areas until the Engineer provides written acknowledgement of the HASP.

All personnel entering contaminated areas shall follow the requirements of the HASP.

Labor

00294.30 Personnel Qualifications - Provide employees meeting the following requirements:

- Any required certifications by DEQ that are required for the specific contaminants.

Construction

00294.40 Contaminated Soil Excavation - Excavate and handle contaminated soil according to the following:

- Schedule Contaminated Soil Excavation during the summer months, when the water table is low, or at a time when all excavation and backfill work can be completed in dry conditions, as approved by the Engineer.
- Notify the Engineer 3 Calendar Days before beginning excavation activities within contaminated areas.
- Allow the Agency to collect soil samples during excavation activities.
- Allow Agency access to field screen soils for contaminants during excavation.
- Segregate non-contaminated soil from contaminated soil during excavation activities, as directed.
- Load contaminated soil directly into trucks and transport directly to the recycling or disposal facility.
- Contractor is responsible to provide opportunity for County Inspector to document each truck and approximate load size, before it leaves the site. Only properly documented and verifiable contaminated loads will be paid for.
- Remove contaminated media from the exterior of all vehicles before they leave the Project Site.
- Where over excavation is required and approved by the County, backfill the excavation according to 00330.42.

00294.41 Contaminated Soil Management - Reuse, recycle, or dispose of contaminated soil according to any of the following:

- **Landfill Disposal:**

- Obtain the Engineer's approval of the disposal facility before disposing of the contaminated soil.
 - Transport the contaminated soil to a DEQ permitted municipal solid waste landfill or a permitted construction and demolition landfill for disposal.
 - Complete and sign all manifests and bill-of-lading forms for handling, loading, transporting, and disposing of the contaminated soil.
 - Pay all filing and permit fees.
- **Recycling:**
 - Obtain the Engineer's approval of the recycling facility before disposing of the contaminated soil.
 - Transport contaminated soil to a DEQ permitted recycling facility.
 - Complete and sign all manifests and bill-of-Lading forms for handling, loading, transporting, and recycling the contaminated soil.

Measurement

00294.80 Measurement -

No measurement of quantities will be made for health and safety plan.

The quantities of contaminated soil removed will be measured on the weight basis, based on the recycling or disposal facility weigh tickets.

Payment

00294.90 Payment - The accepted quantities of work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

| Pay Item | Unit of Measurement |
|-------------------------------------|----------------------------|
| (a) Health and Safety Plan | Lump Sum |
| (b) Contaminated Soil Removal | Ton |

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

SECTION 00310 – REMOVAL OF STRUCTURES AND OBSTRUCTIONS

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

00310.00 Scope - Add the following:

The work shall include the removal and/or relocation of existing landscape features that must be removed for the project. The work shall also include the removal of walls, existing fences and foundations, existing inlets, culverts, and disconnecting, protecting, and/or capping the existing utility lines as shown on the plans.

Add the following subsection:

00310.03 Submittals - Provide unstamped removal plans, according to 00150.35, 28 calendar days before beginning major sign structure removal work.

Include the following information in the submittal:

- Removal sequence, including contractor staging and traffic staging.
- Detailed schedule of sign truss bridge removal work.
- Type of equipment that will be used, including size and capacity.
- Equipment location during removal operations.

Do not begin major sign bridge removal work until the removal plans have been approved.

00310.91 Lump Sum Basis – The estimated quantity for items to be removed and paid on the lump sum basis is as follows:

Among other removal work, item (a) includes the removal of AC Pavement, Concrete, Curb and Concrete Surface that is estimated at 4,800 Square Yards. This estimated quantity is provided for the benefit of the Contractor, however the Contractor is responsible for calculation of their own quantity of surfaces to be removed in preparation of their bid. No payment adjustment will be made based on actual quantities removed.

The lump sum bid under item (a) also includes the removal of the existing ultra-block style wall necessary for the connection of the concrete walk to the ODOT multi-use path. The contractor shall utilize the blocks to make a 90 degree corner in the wall and restack as necessary as directed by the Engineer. Any unused blocks shall be disposed of by the Contractor.

Sawcutting existing surfaces or structures shall be considered incidental to item (a).

SECTION 00320 – CLEARING AND GRUBBING

Comply with Section 00320 of the Standard Specifications modified as follows:

00320.40(a) Clearing Trees and Other Vegetation - Add the following to the end of this subsection:

Trees and vegetation within available right of way must be removed between September 1 and March 1 of each year to comply with MBTA requirements (See 00290.36(a)).

00320.42 Disposal of Matter - Replace this subsection with the following subsection:

00320.42 Ownership and Disposal of Matter - Vegetation and natural material designated for preservation and salvage are the property of the Agency. All other matter and debris accumulated from clearing and grubbing operations become the Contractor's property at the place of origin. Dispose of all matter and debris according to 00290.20.

00320.90 Payment - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

No separate or additional payment will be made for work zone fencing.

No separate or additional payment will be made for trimming existing trees or shrubs that are adjacent to sidewalks, roadways, pathways, etc. as required or as directed by the Engineer.

SECTION 00330 – EARTHWORK

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

00330.02 Definitions - Add the following:

General Rock Excavation – General Rock Excavation is defined as removal of solid bedrock, or ledge rock, which in the opinion of the engineer cannot be excavated or removed by dozers with rippers, or hydraulic excavator, but which requires the use of pneumatic rock splitters, hammers, and wedges.

00330.03 Basis of Performance - Delete this subsection and replace with the following:

00330.03 Basis of Performance – Earthwork to be performed under this specification including excavation, haul, disposal, and embankment construction, unless otherwise specified, will not be measured and will be paid for on the Lump Sum Basis.

00330.41(a-5) Waste Materials - Replace this subsection, except for the subsection number and title, with the following:

Unless otherwise specifically allowed and subject to the requirements of 00280.03, dispose of materials, classed as waste materials in 00330.41(a-3), outside and beyond the limits of the Project and Agency controlled property according to 00290.20. Do not dispose of materials on wetlands, either public or private, or within 300 feet of rivers or streams. Certification must be delivered to County prior to material leaving the site.

Contractor shall provide written certification to Clackamas County DTD that the waste material is placed in a state approved and local agency approved location.

00330.41(a-9) Excavation Below Grade - Delete subsection 00330.41(a-9-c).

00330.41(e) Blasting – Replace this subsection, except for the subsection number and title, with the following:

Blasting will not be permitted on this project.

00330.42(c-3) Embankment Slope Protection - Add the following paragraph:

Construct the outer 12 inches of embankments with suitable materials to establish slope stabilization through permanent seeding. If suitable material is not available, provide suitable materials from a Contractor-provided source which conforms to the requirements of 00330.11 or 00330.13 and provides favorable conditions for germination of seed and growth of grass.

Add the following subsection:

00330.80 Measurement – Replace the first bulleted item with the following:

- There will be no measurement of quantities for general earthwork. **The Contractor shall complete their own earthwork calculations to confirm the required quantities for their bid.** The Engineer has estimated the following quantities utilizing AutoCAD Civil 3D 2018.

*Embankment: 485 cubic yards

*Excavation: 8,140 cubic yards

The Contractor should consider the following when preparing their lump sum bid:

* The Engineer's earthwork volume estimates are calculated as the volume between subgrade of the roadway as indicated on the typical sections and the existing ground surface as indicated in the topographic survey. These estimated volumes do not reflect volumetric adjustments relating to stripping depths or removal of structures and obstructions such as existing asphalt concrete pavement and concrete sidewalks, curbs, and driveways that are identified to be removed. Earthwork quantities also include excavation required for placement of topsoil within the project limits including landscape areas, and other grading outside the limits of the roadway as shown on the plans.

A 5% contingency has been added to the earthwork quantity estimate to make grading adjustments as requested by property owners or directed by the Engineer. This additional 5% work contingency shall be reflected in the Contractor's lump sum bid and will not be measured.

*The quantities estimated above exclude excavation and embankment for the following items, which are paid under the separate specific bid items:

Trench Excavation (Incidental to Pipe Installation)

All Concrete Curbs, Sidewalks (Incidental to those items)

All other items where the specifications specifically state that excavation is a part of the bid item

Some rock excavation may be required on this project. The estimated earthwork quantities already include volumes where rock could be encountered. Thus, the bid item for "General Rock Excavation" should be considered an "additional cost" for excavating through rock instead of soil.

Supplemental design information and AutoCAD Files are available on the project FTP site. For link to the FTP site, refer to the "Other Documents Available for Download" section following the Table of Contents.

00330.91(d) General Excavation - Delete the bullet that begins "Includes unsuitable material...".

00330.92 Kinds of Incidental Earthwork - Add the following bullet to the end of the bullet list:

Earthwork required for driveways and road approaches. Earthwork for driveways and road approaches will be that which is outside the neat line limits shown on the typical sections.

Add the following subsection:

00330.93 Excavation Basis Payment – Add the following pay item:

| Pay Item | Unit of Measurement |
|-----------------------------|----------------------------|
| (f) General Rock Excavation | Cubic Yard |

Item (f) will be payment in full for all labor, equipment, tools, removal, disposal, and incidentals necessary to complete the work as required and as specified in these special provisions.

Add the following subsection:

00330.95 Lump Sum Basis - All earthwork, including all excavation and embankment as defined under Section 00330, shall be completed on a Lump Sum Basis under the following pay item:

| Pay Item | Unit of Measurement |
|---|----------------------------|
| (a) Earthwork – Excavation and Embankment | Lump Sum |

Payment includes payment in full for excavating, selecting, handling, hauling, placement and compaction of the materials as specified and all other costs associated with furnishing required embankment materials.

SECTION 00331 – SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00340 – WATERING

Comply with Section 00340 of the Standard Specifications.

SECTION 00350 – GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00390 – RIPRAP PROTECTION

Comply with Section 00390 of the Standard Specifications.

SECTION 00405 – TRENCH EXCAVATION, BEDDING, AND BACKFILL

Comply with Section 00405 of the Standard Specifications modified as follows:

00405.12 Bedding - Replace this subsection, except for the subsection number and title, with the following:

Bedding material shall be ¾"-0 aggregate bedding.

00405.13 Pipe Zone Material – Replace the sentence beginning “For rigid pipes...” with the following:

For rigid pipes, furnish ¾"-0 base aggregate, conforming to 2630.10

00405.14(b) Class B Backfill – Replace the sentence beginning “Designated size shall be...” with the following:

Designated size shall be ¾"-0.

00405.46(c)(1) General – Replace the sentence beginning “Use Class B backfill...” with the following:

00405.46(c)(1) General – Use ¾"-0 backfill.

00405.46(c)(2) Class A, B, C, or D Backfill - Replace the paragraph that begins “Compact the top 3 feet...” with the following paragraph:

Compact each layer of trench backfill material within the Roadway and Shoulders, and within a 2V:1H Slope line projected from each Subgrade Shoulder, to not less than 95 percent of maximum density. Compact all other trench backfill material to not less than 90 percent of maximum density.

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

00440.13 Field-Mixed Concrete - Add the following paragraph to the end of this subsection:

Pre-packaged dry blended concrete, meeting the requirements of 00440.12, may be used for work items listed in 00440.14(a).

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 00442 – CONTROLLED LOW STRENGTH MATERIALS

Comply with Section 00442 of the Standard Specifications.

SECTION 00445 – SANITARY, STORM, CULVERT, SIPHON, AND IRRIGATION PIPE

Comply with Section 00445 of the Standard Specifications, modified as follows.

00445.11 Materials - Modify as follows:

Storm Pipe: Unless otherwise noted, all storm pipe, 12” diameter and larger, shall be ADS SaniTite HP pipe or reinforced concrete pipe. Storm pipe, if required for shallow installations, shall be Class 52 Ductile Iron Pipe.

Sanitary sewer pipe and storm pipe smaller than 12” diameter shall be PVC, ASTM D3034 SDR 35 and shall comply with Clackamas County Service District No. 1 specifications.

00445.40 General – Add the following to the end of the section:

(h) Potholing – The Contractor must pothole all utility crossings to confirm that there are no grade conflicts. If a grade conflict is found, the Contractor shall report immediately to the Engineer. Additionally, the Contractor shall begin coordinating the relocation work with the specific utility company.

00445.80 Measurement – Modify as follows:

00445.80(a) Pipes - In the length bullet, add ", to the nearest foot" after the word "applicable".

00445.80(a) Depth – Delete this subsection. There will be no measurement for pipe depth.

Add the following:

00445.80(k) Upgrade to Class E Backfill – The quantities of Class E Backfill will be measured on the length basis, regardless of trench width or depth.

00445.91 Payment - The accepted quantities of pipe and related work items performed under this Section will be paid for at the Contract unit price, per the unit of measurement, for the following items:

| Pay Item | Unit of Measurement |
|--|----------------------------|
| (a) _____ inch _____ Pipe _____, Granular Backfill | Foot |

In item (a), the nominal pipe diameter will be inserted in the first blank. The type of pipe will be inserted in the second blank. If necessary, additional descriptive information will be inserted in the third blank.

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

Excavation and backfill for pipes greater than 72 inches in diameter will be paid for according to Section 510.

There will be no separate payment for pipe tees, pipe wyes, flapper valves, slip joints, sloped end section, safety end section, concrete pipe anchors, concrete closure collars, concrete in blocks,

reinforcement used in blocks, and metal pipe anchor. Installation of these items will be considered incidental and included in payment for the appropriate pipe pay item. Payment will include payment for pipe plugs, stoppers, other fittings required to accomplish the work, furnishing and installing the outer sleeve of the slip joint, furnishing and installing safety end sections, including safety bars when required.

No separate or additional payment will be made for:

- Trench excavation, bedding, pipe zone material, and trench backfill for pipes 72 inches and less in diameter, except when Class E backfill is required per 00445.46(c)(3)
- pipe plugs, stoppers, and other required fittings
- metal pipe anchors
- tracer wire
- hydrostatic, air, joint, and deflection testing
- video inspection
- temporary pumping/storage of sanitary effluent during transfers (if necessary)
- detention pipe fittings, access structures, or other elements required for construction.
- Sawcutting

When the Contract Schedule of Items does not indicate payment for pipes or other work under this Section, no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this work is required.

SECTION 00470 – MANHOLES, CATCH BASINS, AND INLETS

Comply with Section 00470 of the Standard Specifications modified as follows:

00470.01 Cast-in-Place and Precast Construction – Modify as follows:

Precast Concrete Catch Basins and Inlets will not be allowed on this project.

00470.41 (c) – Grates, Frames, Covers and Fittings – Replace the sentence beginning “Set frames, covers and grates true...” with the following:

“Set frames, covers and grates true to the locations and grades established. Use tapered grade rings to ensure rims are set to match grades for both road slope and side slope and provide a smooth finished surface.”

00470.90 Payment – Modify as follows:

Add the following pay items:

| | Pay Item | Unit of Measurement |
|-----|-----------------------------------|----------------------------|
| (l) | Beehive Stormwater Overflow Inlet | Each |
| (m) | Cleanout | Each |
| (n) | Curb, Frame, and Door | Each |

Delete the paragraph beginning “Payment will be...” and replace with the following:

Payment will be payment in full for furnishing and placing all materials, and for furnishing all equipment, labor, appurtenances and incidentals necessary to complete the work as specified and as shown on individual details for complete installation of the specific items.

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

00490.43 Abandoning Pipe in Place – Delete the second paragraph and replace with the following:

Fill all abandoned pipes with controlled low-strength material meeting the requirements of Section 00442.

00490.90 Payment – Modify as follows:

Delete Pay Item (g). Connection of an existing pipe to a new pipe, manhole, catch basin or inlet is considered incidental to pipe or structure installation.

Modify Pay Item (h) to pay by the cubic yard (for structures filled with aggregate).

Add Pay Item (j) "Controlled Low Strength Material", paid by the CY. This pay item will be used to pay for CLSM backfill as required and directed by the Engineer.

Valve adjustments to finished grade are incidental and no separate or additional payment will be made. Payment will be included in payment made for the appropriate items under which this Work is required.

SECTION 00495 – TRENCH RESURFACING

Comply with Section 00495 of the Standard Specifications modified as follows:

00495.90 Payment - Add the following:

Trench Resurfacing will only be measured and paid on permanently placed Asphalt Concrete Pavement that is not part of the HMAC pavement placed under Section 00745. This includes pavement restoration for water lines, storm lines, and sanitary sewer in areas that will have milling and then be overlaid. The pavement thickness shall be the greater of the existing section and what is called out in the plans.

All other Trench resurfacing will be considered incidental to specific item installed.

SECTION 00620 – COLD PLANE PAVEMENT REMOVAL

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

00620.40(a) General - Replace this subsection, except for the subsection number and title, with the following:

Remove the existing pavement to the depth, width, grade and cross section shown or as directed. The use of a heating device to soften the pavement is not allowed.

Match Points: At all locations where the area to be cold planed abuts up to existing asphalt roadway, the contractor shall sawcut the asphalt equal to the depth of the cold plane at the match line prior to removal of existing pavement to provide a vertical surfaced, clean joint.

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

Traffic is not allowed on the cold planed surface. Before opening the area to traffic, pave the surface according to 00744.51.

00620.90 Payment – Add the following to this section.

Sawcutting required at match points defined in Section 00620.40(a) shall be considered incidental to payment. No additional payment will be made for removal or disposal of pavement fabric or for the “increased cost” of hauling grindings that include pavement fabric.

SECTION 00641 – AGGREGATE SUBBASE, BASE, AND SHOULDERS

Comply with Section 00641 of the Standard Specifications modified as follows:

00641.10(a) Base and Shoulder Aggregate - In the paragraph that begins "Aggregate for bases...", add the following sentence after the first sentence:

Base aggregate shall be 1"- 0 size. Base aggregate shall be “visually” clean. Any visually dirty aggregate base delivered to the project will be rejected.

00641.20 Mixing Plant - Replace the sentence that begins "Mix aggregate and water..." with the following two sentences:

Mix aggregate and water according to paragraph (a) of this subsection. Road mix is not allowed on this Project.

00641.41 Mixing, Hauling, and Placing - Replace the sentence that begins "Add water to the aggregate..." with the following two sentences:

Add water to the aggregate while mixing to provide a moisture content according to 00641.12 and paragraph (a) of this subsection. Road mix is not allowed on this Project.

00641.80 Volume Basis - Replace this subsection, except for the subsection number and title, with the following:

When measurement is by volume, quantities will be the theoretical neat line quantity constructed and accepted.

00641.90 Payment - Add the following to the end of this subsection:

Aggregate base within the road section under both the asphalt pavement section and concrete pavement, and under curb and gutters shall be 1"-0 and will be paid as "Aggregate Base" under 00641.90. See plans for depth requirements.

Crushed rock required under items outside of the road section (i.e. under sidewalks, driveways, etc.) shall be 3/4" – 0 and will be considered incidental to the appropriate bid item. See plans for depth requirements.

SECTION 00730 – EMULSIFIED ASPHALT TACK COAT

Comply with Section 00730 of the Standard Specifications.

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:

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

Provide PG 70-22 grade asphalt cement.

Add the following subsection:

00744.51 Opening Sections to Traffic - Schedule work so that, during the same shift, the surfaces being paved are paved full width and length through the top Base Course before opening to traffic.

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

00744.80 Measurement – Replace this subsection with the following:

00744.80 Measurement – The quantities of ACP will be measured on the weight basis, with separate measurement for asphalt concrete mixture and the asphalt cement contained in the mixture. No deduction will be made for lime or any other additive used in the mixture.

00744.90 Payment – Replace this subsection with the following:

00744.90 Payment - The accepted quantities of ACP incorporated into the Project, whether or not recycled Materials are used, will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item Unit of Measurement

- (a) Level ____, ____ ACP _____ Ton
- (b) ____ Asphalt in ____ ACP _____ Ton

In item (a), the following will be inserted in the blanks:

- The level of ACP (1, 2, 3) will be inserted in the first blank.
- The type of ACP (3/4 inch, 1/2 inch, 3/8 inch) will be inserted in the second blank.
- The words "in Leveling", "in Temporary", or "in Leveling and Temporary" will be inserted in the third blank when applicable.

In item (b), the performance graded asphalt binder will be inserted in the first blank. The types of ACP will be inserted in the second blank.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

No separate or additional payment will be made for:

- Mineral filler, lime, anti-stripping or other additives
- QC testing
- Sawing, cleaning, and filling joints on bridge deck overlays

For all items under this section, adjustment of valve and boxes to finish grade for paving shall be considered incidental work.

SECTION 00749 – MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications.

SECTION 00756 – PLAIN CONCRETE PAVEMENT

Comply with Section 00756 of the Standard Specifications.

SECTION 00759 – MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.00 Scope - Add the following to the end of this subsection:

All work must meet the requirements of the American with Disabilities Act (ADA).

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(b) Sidewalk Ramp Plan – Add the following at the end of this subsection:

Do not begin any sidewalk ramp work before the plan for completing the work has been approved.

Add the following subsection:

00759.02(c) ADA Certification for Contractors - For all supervisory personnel who will directly supervise the curb ramp Work, submit the names, telephone numbers, and copies of the ODOT ADA Certification for Contractors 10 Calendar Days before the preconstruction conference.

00759.03 Preplacement Conference - Add the following to the end of this subsection:

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

00759.10 Materials - Add the following to the list of materials:

| | |
|-----------------------|-------|
| Paint | 00860 |
| Paving Concrete | 02001 |

00759.10 Materials – Add the following:

Pavers shall be 3 1/8" x 5" x 10" Aqua-Bric 4 by Willamette Graystone or approved equal. Install in running bond pattern.

Add the following subsection:

00759.11 Aggregate Base - Add the following to the end of this subsection:

Aggregate base within the road section (i.e. under “Concrete Curb” or “Concrete Curb and Gutter”) shall be 1”-0 and will be paid as “Aggregate Base” under 00641.90. See plans for depth requirements.

Crushed rock required under items outside of the road section (i.e. under sidewalks, driveways, etc.) shall be 3/4” – 0 and will be considered incidental to the appropriate bid item. See plans for depth requirements.

00759.22 Smart Level - Slopes will be verified with the use of a 24-inch SmartTool level model 92379 or model 92500, and a 6-inch SmartTool level model 92346. The 6-inch level will only be used to measure counter slope when there is a concrete gutter. All other locations will use a 24-inch level to measure slopes.

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.

00759.43 Foundation Preparation - Add the following to the end of this subsection:

For medians, curbs for medians, or traffic separators constructed on existing asphalt surfaces, notify Engineer when forms are set to confirm lines and grades of structures. Do not begin placement of concrete until Engineer has reviewed and approved the layout and form grades.

Add the following subsection:

00759.55 Paint – Traffic Separators require application of two coats of yellow paint. Apply paint and reflective elements according to 00860.

00759.80 Measurement - Replace this subsection, except for the subsection number and title, with the following:

The quantities of Structures constructed under this Section will be measured according to the following:

- **Volume Basis** - Measurement will be limited to the Neat Lines of the finished Structure as shown or directed.
- **Area Basis** - Measurement will be the finished surface, limited to the Neat Lines shown or directed.

Measurement of concrete walks will include the total area of concrete walk, including the area of concrete curb ramps within the footprint of the concrete walk.

When monolithic curb and sidewalks are measured on the area basis, measurement will include the total area of monolithic curb and sidewalk, including the area of concrete curb ramps within the footprint of the monolithic curb and sidewalk.

Measurement of concrete islands will include the total area of concrete islands, including the area of concrete curb ramps within the footprint of the concrete islands.

When concrete curb ramp construction is not adjacent to concrete walk, monolithic curb and sidewalk, or concrete island Work, the area of the concrete curb ramp Work will be included in the measurement of concrete walks.

- **Length Basis** - Measurement of concrete items will be along the face of the Structure, from end to end including curb tapers or depressed lengths at driveways and ramps. Measurement of metal handrail will be along the top rail member, from center of end post to center of end post.
- **Each Basis** - Measurement will be by actual count. Extra for Curb Ramps will be counted for each instance of where a curb ramp crosses a curb at the transition between a pedestrian facility and a roadway.

00759.90 Payment -

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

(n) Extra for Curb Ramps Each

Add the following pay items to the pay item list:

| Pay Item | Unit of Measurement |
|--------------------------------|----------------------------|
| (q) Concrete Wheel Stops | Each |
| (r) Pavers | S.F. |

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

6 Mil Black Plastic Liner for Stormwater Planters is incidental to the Bid Item Concrete Curb and Gutter, 24" Thick (at Stormwater Planter)

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, including installation of truncated domes. When replacing an existing curb ramp or retrofitting a curb ramp into an existing concrete pedestrian facility, Item (n) also includes saw cutting and removal. Payment for the area of the new sidewalk ramp will be made under the "Concrete Walks" bid item.

Aggregate base within the road section (i.e. under "Concrete Curb" or "Concrete Curb and Gutter") shall be 1"-0 and will be paid as "Aggregate Base" under 00641.90. See plans for depth requirements.

Crushed rock required under items outside of the road section (i.e. under sidewalks, driveways, etc.) shall be 3/4" – 0 (except as noted in 00759.11), and will be considered incidental to the appropriate bid item. See plans for depth requirements.

No separate or additional payment will be made for Sidewalk Ramp Working Drawings, Sidewalk Ramp Plan, Preplacement Conference, concrete form verification, and any necessary repair, removal or replacement of Sidewalk Ramps.

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.

Item (m) includes placing Pavers in the sidewalk as shown on the plans. The item includes placing paver, geotextile fabric and rock section, and sand specified per manufactures requirements as shown the plans.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

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 00865 - LONGITUDINAL PAVEMENT MARKINGS - DURABLE

Comply with Section 0865 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.

00930.80 Measurement - Add the following to the end of this subsection:

The estimated quantities of structural steel are as follows:

| Item | Estimated Quantity (Pound) |
|---|---------------------------------------|
| Minor Sign Supports | |
| Perforated Steel Square Tube Anchor Sign Supports | 880 |

SECTION 00940 - SIGNS

Comply with Section 00940 of the Standard Specifications modified as follows:

00940.90 Payment -

Replace the paragraph that begins “Items (a), (b), and (c)...” with the following paragraph:

Items (a), (b), and (c) include payment for signs constructed with only ASTM Type III, ASTM Type IV, or non-reflective sheeting.

SECTION 00950 - REMOVAL OF ELECTRICAL SYSTEMS

Comply with Section 00950 of the Standard Specifications modified as follows:

00950.02 Definitions - Add the following after the electrical systems definition:

The electrical systems to be modified under this Contract include:

- Traffic signal at intersection of SE Otty Rd/SE Fuller Rd

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

Replace Section 00960 of the Standard Specifications with the following:

00960.01 Regulations, Standards, and Codes - Provide and install an illumination system satisfying the requirements and standards of Portland General Electric (PGE) Option A. Comply with the requirements of the PGE Statement of Streetlight Installation Responsibilities, latest revision.

00960.02 Equipment List and Drawing Submittals - Within 30 Calendar Days after execution of the Contract, submit two copies according to 00150.37 for all materials the Contractor proposes to install.

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.

00960.03 Permits – Provide the Engineer with copies of all required electrical permits prior to performing any work.

00960.10 Materials - Furnish illumination system electrical materials that are listed on the PGE Approved Street Lighting Equipment list dated November 21, 2018 or latest revision.

00960.30 Licensed Electricians - According to the Oregon Administrative Rule 918-282-0120(1), every person engaged in the installation of electrical Equipment and wiring systems shall possess a valid Oregon Electrical Supervising or Journeyman's License, or be registered as an Electrical Apprentice. Every person who installs electrical systems on the Project shall submit a copy of his or her electrical license or apprentice registration to the Engineer prior to performing any Work.

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 Service Cabinet and Electrical Energy - Refer to Section 00150.50(f) for Utility contact information to arrange for Utilities to make electrical hookups:

Electrical energy is flat-rated. Meter base is not required.

Electrical energy costs will be billed to the Agency for permanent installations.

SECTION 00970 - HIGHWAY ILLUMINATION

Replace Section 00970 of the Standard Specifications with the following:

Use the following for roadway illumination systems installed on Clackamas County facilities, or on behalf of the County along SE Fuller Road, SE Otty Road, and D-Street:

The Street Lighting System will be installed under PGE Option A. The Contractor will be required to provide the materials to install the street light conduits, conduit bends, junction boxes, ground rods, and any other incidental work required for the installation of the street lights required for PGE Option A. Foundations will be provided by PGE and installed by the Contractor. The Contractor shall also provide all trench excavation, bedding, and backfill for the installation of the street light conduits. Refer to the following website for PGE installation requirements:

https://www.portlandgeneral.com/business/builders_developers/electrical_service_requirements.aspx

PGE will provide a final street lighting plan for construction around November of 2020. However, in order to provide the contractor a plan location for lights and junction boxes and potential trench locations for bidding purposes, this information is provided on Sheets 12.0 to 12.3 of the plans

The Contractor shall also install the conduit from the street light junction boxes or poles to the power source. The power source is considered the PGE electrical service point of connection.

All backfill shall be compacted granular material. The street lighting conduits may be placed in the same trench as the Signal Interconnect system provided the appropriate clearances between conduits are provided.

It is not necessary that a licensed electrician install the conduits for the PGE system. However, PGE has specific requirements related to approval of excavation contractors.

All highway illumination materials shall be approved by PGE and shall be listed on the most recent listing of PGE approved materials. PGE updates this list two to three times a year.

The contractor shall notify PGE when underground work will be constructed so they can provide an inspector. The contractor must receive PGE approval prior to covering underground work. After PGE has accepted the street underground system installed by the Contractor, PGE will install the street light poles, luminaire arms, and luminaires, and pull the cable and wires.

Field cutting of conduit bends is not allowed.

00970.80 Measurement - No measurement of quantities will be made for Work performed under this Section.

00970.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items

| Pay Item | Unit of Measurement |
|--|----------------------------|
| (a) Pole Foundations | Lump Sum |
| (b) Switching, Conduit, and Wiring. | Lump Sum |

Item (a) includes installation of pre-cast foundations for lighting poles furnished by PGE.

Item (b) includes all switches, conduit, cabinets, delineators, junction boxes, and other items required to construct the lighting system as specified by PGE.

Payment will be payment in full for furnishing and placing all Materials, and for furnishing all Equipment, labor, and Incidentals necessary to complete the Work as specified.

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.

Add the following subsection:

00990.11 Pedestrian Push Buttons – Furnish pedestrian push buttons as specified in 02925.66

00990.43 (a) Pedestrian Push Buttons : Delete the last sentence of this subsection.

SECTION 01030 – SEEDING

Comply with Section 01030 of the Standard Specifications modified as follows:

01030.13(f) Types of Seed Mixes - Add the following to the end of this subsection:

Provide the following seed mix formulas:

- Lawn Seeding:**

| Botanical Name (Common Name) | PLS (lb/acre) | ÷ (% Purity (minimum) | x % Germination) (minimum) | = Amount (lb/acre) |
|--|--------------------------|----------------------------------|---------------------------------------|-----------------------------------|
| Festuca rubra spp. Fallax var. 'Windward' (Windward Chewings Fescue) | 60 | _____ | _____ | _____ |
| Festuca rubra commutata var. 'Garnett' (Garnett Creeping Chewings Fescue) | 60 | _____ | _____ | _____ |
| Lolium perenne 'Blazer 4' (Blazer 4 Perennial Ryegrass) | 90 | _____ | _____ | _____ |
| Lolium perenne 'Express II' (Express II Perennial Ryegrass) | 90 | _____ | _____ | _____ |

- Native Plant Seeding:**

| Botanical Name (Common Name) | PLS (lb/acre) | ÷ (% Purity (minimum)) | x % Germination) (minimum) | = Amount (lb/acre) |
|--|--------------------------|-----------------------------------|---------------------------------------|-------------------------------|
| Hordeum brachyantherum (Meadow Barley) | 10 | _____ | _____ | _____ |
| Bromus carinatus (California Brome) | 10 | _____ | _____ | _____ |
| Festuca rubra rubra (Creeping Red Fescue) | 30 | _____ | _____ | _____ |
| Deschampsia cespitosa (Tufted Hairgrass) | 25 | _____ | _____ | _____ |
| Agrostis exerata (Spike Bentgrass) | 25 | _____ | _____ | _____ |

For seeding areas disturbed within the I-205 median area, provide native plant seeding matching the existing seed mix in the median. Coordinate with ODOT.

01030.15 Mulch - Add the following paragraphs and bullets to the end of this subsection:

Furnish straw mulch for all roadside erosion control seeding except hydromulch may be used under the following conditions:

- Spring planting west of the Cascades between March 1 and May 15.
- Slopes are steeper than 1V to 1.5H and longer than 16 feet.
- Residential or commercial sites with low erosion potential such as sidewalk, median, or parking lot planter strips.

Projects that have variable slopes may include straw mulch and hydromulch when approved.

01030.42 Weed Control - Add the following paragraph and bullets after the paragraph that begins "If a pesticide has been approved for..." and before subsection (a):

The Specified Weeds and plant species to be removed include the following:

- Rubus armeniacus
- R. discolor
- Daucus carota
- Clematis species
- Hedera spp.
- Cirsium arvense

Add the following subsection:

01030.44(c) Organic Fertilizer - Apply organic fertilizer at the rate specified in the Soil Test Report.

SECTION 01040 – PLANTING

Comply with Section 01040 of the Standard Specifications modified as follows:

01040.13(a) (1) Sampling – Delete the first two sentences of the paragraph and replace with following sentence:

Take two soil test samples minimum for the project.

01040.14 Topsoil – Replace subsections (a), (b), and (c) with the following:

(a) Topsoil – Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

| Sieve Size | Percent Passing (by Weight) |
|-------------------|--|
| No. 4 | 100 |
| No 10 | 95 - 100 |
| No. 40 | 40 - 60 |
| No. 100 | 10 - 25 |
| No. 200 | 5 - 10 |

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

(b) Water Quality Mixture – Furnish medium compost meeting the requirements of Section 03020. Furnish soil meeting the following gradation requirements:

| Sieve Size | Percent Passing (by Weight) |
|-------------------|--|
| No. 4 | 75-100 |
| No 10 | 40 - 100 |
| No. 40 | 15 - 50 |
| No. 100 | 5 - 25 |
| No. 200 | 5 - 15 |

Sample soil according to AASHTO T 2. Determine sieve analysis according to AASHTO T 27 and AASHTO T 11.

Blend the medium compost and soil so that the mixture:

- Is composed of between 20 percent and 25 percent medium compost material and between 75 percent and 80 percent soil material.
- Has a pH between 5.5 and 8.0.
- Does not have clumps greater than 3 inches in any direction.

Refer to Section Appendix A, Section A.3 of the Clackamas County Sewer District #1 Stormwater Standards for further mixture requirements.

01040.15 Soil Conditioners - Remove subsection (b) and replace with the following:

(b) Commercially Manufactured Compost - Commercially manufactured fine compost material meeting the requirements of Section 03020.

01040.19(f) Plant Substitution – Add the following to the end of this paragraph:

The Engineer reserves the right to modify tree or plant materials. The cost of changing materials will be limited to the price difference (credit or deduction) of the plant.

01040.22 Water – Add the following:

(c) Tree Bags – Trees planted in non-irrigated areas, require placement of a tree watering bag, “TreeGator” or approved equal. Tree watering bags to be filled at least once a week, or as directed by product specifications.

Contractor will hand-water all plantings which are not served by underground irrigation systems. Trees in non-irrigated areas require placement of a “TreeGator” or approved equal tree watering bag. Tree watering bags to be re-filled at least once a week, or as directed by product specifications. All other vegetation to be hand-watered on an as-needed basis to ensure healthy plant conditions.

01040.48(a) Method “A” (Cultivated Planting Areas, Non-lawn) – Modify as follows:

Delete the sentence beginning “Thoroughly mix 2 inches...” and replace with “Deliver Topsoil and Water Quality Mixture to the project, pre-blended to meet the specifications in 01040.14.

01040.49 General Planting - Add the following to the end of this subsection:

The following watering frequencies are required:

- Plantings and seeded areas to be watered at a rate of one (1) inch per week.

01040.80 Measurement – Modify as follows:

Delete subsection (a). Soil Testing will be incidental to the bid items “Topsoil” and “Water Quality Mixture”.

Replace subsection (b) with the following:

(b) Topsoil and Water Quality Mixture – Topsoil and Water Quality Mixture will be measured on the volume basis, using neat line field measurements after material has settled. Place sufficient material as required to account for settlement.

Replace subsection (c) with the following:

(c) Soil Conditioners – There will be no measurement for soil conditioners.

Replace subsection (f) with the following:

(f) Mulch – Bark Mulch, 3 Inch Depth will be measured on the area basis at time of placement, using neat line field measurements.

1040.90 Payment – Modify as follows:

Delete subsection (a). Soil Testing will be incidental to the items “Topsoil” and “Water Quality Mixture”.

(b) Topsoil and Water Quality Mixture – “Topsoil” and “Water Quality Mixture” will be paid at the Contract unit price per cubic yard.

(c) Soil Conditioners - Soil conditioner will be incidental to the payment for items paid under 1040.90 (b) Topsoil and Water Quality Mixture.

(d) Plant Materials – Modify as follows:

Delete the partial payment schedule. Payment for plants will be made in full after the time of original planting and after the County has accepted the plant material as healthy and properly planted.

(f) Mulch – Modify the following pay items:

| Pay Item | Unit of Measurement |
|--------------------------|----------------------------|
| Bark Mulch, 3 Inch Depth | Square Yard |

For the paragraph beginning “No separate or additional payment...”, add the following bullet:

- Tree Watering Bags

SECTION 01044 – SECOND AND THIRD YEAR PLANT ESTABLISHMENT

Section 01044, which is not a Standard Specification, is included in the Project by Special Provision.

Description

01044.00 Scope - This work consists of furnishing labor, materials and equipment necessary to maintain all new plants and irrigation system elements within the public rights-of-way, beginning at the conclusion (final acceptance) of the original plant establishment period and continuing for two additional years. In case of conflict, the provisions of this Section shall govern over those of Section 01040.

Materials

01044.00 General - The minimum bid for 2nd and 3rd year plant establishment period may not be less than **\$24,000**.

Engineer may reject part or all the landscape construction and establishment bids as nonconforming if the bid for landscape establishment does not meet or exceed this minimum requirement.

01044.11 Corrective Work - The Engineer may act to correct inadequate establishment work by any appropriate means. If corrective work is performed by Clackamas County, a proportional amount of monies otherwise due to the contractor for establishment services shall be deducted from the contract. The amount shall be determined as stated in Section 00150.80 of the Standard Specifications.

Maintenance

01044.20 General - The 2nd and 3rd year plant establishment periods will begin once all planting areas have been planted as specified in Section 01040, the first one-year maintenance period is completed, and written acceptance from the Engineer is received. The length of the additional establishment period will be two calendar years. The “anticipated” schedule is as follows:

- Project Completion by **October 31, 2021**
- First, one-year establishment period (included as part of landscaping bid items) from **November 1, 2021** through **October 31, 2022**.
- Second and Third Year plant establishment periods from **November 1, 2022** through **October 31, 2024**

01044.21 Watering - Water all newly installed plant materials at necessary intervals using the installed automatic irrigation system, unless otherwise directed by the Engineer. Water costs during the establishment period will be at the Contractor's expense. Repair or replace any damaged irrigation system components within 24-hours of observing problem with the system. Irrigation replacement and/or repair costs will be per 01044.22(e).

Contractor will hand-water all plantings which are not served by underground irrigation systems. Trees in non-irrigated areas require placement of a “TreeGator”, or approved equal, tree watering bag. Tree watering bags to be re-filled at least once a week, or as directed by product specifications. All other vegetation to be hand-watered on an as-needed basis to ensure healthy plant conditions.

01044.22 Plant Establishment -

(a) General - Maintain all original plantings and seeding as specified in Sections 01040.70 and 01040.71.

(b) Periodic Inspections - During the two-year establishment period, make inspections jointly with the Engineer at the following times:

Spring: Early-May, each year,
Summer: Mid-July, each year,
Fall: Late-September, each year.

(c) Corrective work - Perform corrective work per Sections 01040.74, 01040.75, 01040.77, and 01040.78.

(d) Success Criteria - Determination of success of establishment shall be made at each of the inspections listed in Section 01044.22(b). Successful establishment shall be defined as follows:

- 90% survival and vigorous growth of all trees, shrubs, vines and groundcovers.

(e) Irrigation Maintenance - Irrigation maintenance will include proper system start-up sufficiently ahead of the growing season to accommodate repairs without causing plant stress. Activate all lines with cleaning and adjustments as necessary. Program all clocks with the consultation and assistance of the Clackamas County supervisors. Regularly review clock operation to account for damage fluctuations and seasonal/environmental fluctuations.

Repair and replace system parts due to normal usage and product defect at contractor's expense. Other repair and replacement due to vandalism, acts of natural disaster or other causes such as traffic accidents shall be at Clackamas County's expense. Contractor must submit for repairs to Engineer for pre-approval prior to repair work. Rates for labor and equipment use required to repair shall be pre-negotiated with Engineer after award for contract but prior to repair work. Contractor will be responsible for system winterization, typically no later than October 31st.

(f) Plant Care - Plant care maintenance will include regular feeding of trees, shrubs and groundcover to promote vigorous and healthy growth. Use low phosphorus fertilizer within 50 feet of bio-swales and detention ponds. Do not use fertilizer within 50 feet of streams and natural drainage ways. Plant pruning shall be done to enhance the natural growth of plants. Pruning shall be done to eliminate dead growth and crossing branches, maintain growth within available space and not overgrow walks and walls, and to reduce tree canopy damage from winds. Tree pruning shall generally occur in the dormant winter season, a minimum of once per year for the street trees. To maintain overall appearance of the landscape, Contractor shall remove and dispose of all dead and/or critically damaged plant material. The cost of plant replacement will be borne by Contractor for plants damaged by poor establishment practices. The cost of plant replacement will be borne by Clackamas County for plants damaged by vehicle traffic, vandalism, theft and unusual insect infestation.

(g) Weed Control - Weed maintenance control will include non-selective contact spraying of identifiable weeds during the growing season with hand weeding as required. Do not use herbicides within 50 feet of streams and natural drainage ways. Weeding of persistent weed growth will be performed on an on-going basis to minimize unsightly weed build-up. Dead growth shall be removed and beds raked to a uniform finish grade.

(h) Litter Control - Litter control work will include regular pickup removal and disposal of litter and debris from all landscape areas. Litter work must be performed consistently throughout the year.

(i) Bark Mulch - Bark mulch maintenance will include application of bark to areas where existing bark has degraded or eroded. Generally, maintenance of the bark mulch at a depth of 2" will be sufficient. Rake smooth to an even finish grade.

(j) Safety Practices - All workmen must wear bright orange (or red) safety vests and must be instructed in safe working practices around the roadway system prior to any work. No work may proceed in any area of the roadway without proper notification by person, telephone or radio, a minimum of 24 hours before beginning work.

Measurement

01044.80 Establishment – The two-year establishment work will be measured by the Engineer during the periodic inspections described in Section 01044.22 (b). The contractor must submit establishment services reports to the Engineer no later than two weeks after each inspection date. The establishment services reports must include invoices for all establishment labor and materials expended toward the specific project, within the billed time period.

Payment

01044.90 Establishment - Payment for the additional two-year establishment work titled "2nd and 3rd Year Plant Establishment" will be paid on a quarterly basis after plant establishment work is verified by the engineer.

No separate or additional payment will be made for:

- Corrective work required during the plant establishment period
- Replacement of mulch as required to maintain 2" depth
- Water (irrigation and hand-watered areas)
- Replacement of watering bags.

SECTION 01050 – FENCES

Comply with Section 01050 of the Standard Specifications modified as follows:

01050.00 Scope – Add the following bullet::

- Where required, installation of new fence includes providing a connection to existing fences.

01050.10 Materials – Add the following at the end of the section:

Where specified in the bid schedule to provide Vinyl Coated Chain Link Fence or Gates, all items must be matching color Vinyl Coated including the fencing, posts, bars, cross braces, hardware and other elements of the fence.

All fences shall have a top bar.

SECTION 01065 – MONUMENT BOXES

Section 01065, which is not in the Standard Specifications, is included for this project by Special Provision.

01065.00 Scope – This work shall consist of installing new monument frames and covers at the locations designated by the Engineer.

Adjustment of existing monument boxes to finish grade shall be considered incidental work.

01065.10 Materials - The monument frames and covers shall be in compliance with the Clackamas County Surveyor's Office requirements as follows:

8" inch frames and covers - are typically acceptable for most local streets (subdivisions) with speeds of 35 miles per hour or less.

East Jordan Iron Works, Inc.

13127 State Avenue
Marysville, WA 98271
(360) 651-6144
Fax (360) 651-6150

Anders Jorgenson
Oregon Sales Representative
(503) 774-4144
Fax (503) 775-3263
Cell (503) 367-7925
ajorgenson@ejiw.com

- Product number 00368004 (fka 1036) for 8" Monument Frame and Cover
- Paving riser rings available

Additional vendor for 8" frames and covers:

Olympic Foundry Inc.

6530 NE 42nd Avenue
Portland, OR 97218
503-281-3381
503-284-5880 Fax

- Pattern No. M1010 for 8" Monument Frame and Cover
- Paving riser rings available

12 " inch frames and covers - are required for streets or County Roads of a higher speed classification (speeds over 35 miles per hour).

East Jordan Iron Works, Inc.

13127 State Avenue
Marysville, WA 98271
(360) 651-6144
Fax (360) 651-6150

Anders Jorgenson
Oregon Sales Representative
(503) 774-4144
Fax (503) 775-3263
Cell (503) 367-7925
ajorgenson@ejiw.com

- Product No. 00367311 12" x 7-7/8" Monument Frame
- Product No. 00367323 Monument Cover with drop handle
- Paving riser rings available

01065.40 Construction - Set monument case just below the pavement finished surface (0.00 inch to ¼ inch) at the slope of the street surface.

For asphalt streets, contractor shall construct base lift paving before installing monument boxes. Upon completion of base lifts, contractor shall excavate and install monument boxes, filling the void spaces with commercial grade concrete. The contractor will then pave final lift around monument boxes. For concrete streets, monument boxes must be set and secured in place prior to concrete pour.

The location of the required monument boxes have not been indicated on the plans. The location of the required monument boxes will be determined during construction. A minimum of 5 days prior to placing the final lift of pavement, the contractor shall notify the engineer that they are ready for the monument boxes to be placed. The County or designated representative will mark the locations of the required monument boxes. At a minimum, the P.C.'s, P.T.'s, P.R.C.'s, P.C.C.'s, and tangents at a minimum of 1000 foot increments along the centerline will be marked.

01065.80 Measurement - The quantities to be paid for will be the actual number of monument boxes installed.

01065.90 Payment - Payment will be made at the contract unit price per each for the item "Monument Boxes". Payment will constitute full compensation to provide the monument boxes and furnish all materials, equipment, and labor required to set the monument boxes as specified.

SECTION 01070 – MAILBOX SUPPORTS

Comply with Section 01070 of the Standard Specifications modified as follows:

01070.00 Scope - Add the following paragraph to the end of this subsection:

This work includes removing, maintaining, and reinstalling existing mailboxes and existing supports.

01070.80 Measurement - Add the following paragraph to the end of this subsection:

The quantities of mailboxes and supports removed, maintained, and reinstalled will be measured on the unit basis, regardless of type, installed in permanent locations.

SECTION 01075 – MISCELLANEOUS PRIVATE PROPERTY ADJUSTMENTS

Section 01075, which is not a Standard Specification, is included for this project by Special Provision. This section is intended to provide direction for specific private property improvements that are not covered under other Sections of the Standard Specifications or Special Provisions.

01075.00 Scope - The following work items shall be completed under this section and defined as follows:

For all items listed above the following shall apply

- a. "Relocate Tri-Met business sign" shall include the relocation of the sign and foundation and shall include removal and replacement of necessary items for the relocation of the business or private sign. This work includes any additional conduit, wiring, labor and all electrical permits required. Contractor shall submit a plan to Engineer for coordination with Tri-Met for the review and approval on how the sign will be relocated.

01075.80 Measurement – No measurement of quantities will be made for work performed under this Section.

01075.90 Payment - Payment for each item listed in the bid schedule under this Section will be made on the Lump Sum basis. Payment will be payment in full for furnishing and placing all materials (including new materials), and for furnishing all equipment, labor, and incidentals, necessary to complete the work.

SECTION 01120 - IRRIGATION SYSTEMS

Comply with Section 01120 of the Standard Specifications supplemented and/or modified as follows:

01120.00 Scope – Replace with:

This work consists of a design-build irrigation system and associated equipment at locations shown or specified and as directed, including repair to existing irrigation systems damaged by construction.

01120.16 Water Meter – Delete and replace with the following:

All system development charges, meter installation costs, and water usage costs during construction, warranty, and first-year plant establishment shall be borne by the Contractor.

01120.18 Valve Boxes and Protective Sleeves – Replace the second sentence with the following:

Furnish boxes constructed of thermoplastic, with locking lids and of the type shown or specified.

01120.40 General – Replace with the following:

The irrigation drawings are schematic and show types of irrigation to be installed, and locations of water meters, points of connection, crossing points of mainline and sleeves, and approximate mainline locations.

Using products and direction shown on drawings, provide detailed irrigation system design showing irrigation head and lateral line layout (with 100%, head-to-head coverage), quick coupler locations averaging 200 feet on center (both sides of roadway and at medians), and the locations and sizes of all sleeves, valves, controllers, water meters and backflow prevention devices. Take into account all grade changes when designing system.

Submit shop drawings to the Engineer that clearly show layout of all required components for review and approval, prior to staking system. These drawings shall be completed by an experienced irrigation designer and shall be of a professional quality. Provide:

- A drafted, legible plan (at the same scale as original irrigation drawings) that shows the designed layout, location, and sizes of every system element as required for proper operation and as indicated on the contract drawings. Include on the shop drawings all system elements, relevant site features (existing trees, fences, retaining walls, etc.) and plan elements (detention ponds, swales, paving, new trees, proposed grades, etc.). A shop drawing made by marking up the original irrigation drawings will not be accepted.
- Provide the following minimum hydraulic calculations with the irrigation shop drawings: At a minimum, show a complete calculation for one average sprinkler zone (section) and a complete calculation for the “worst case” sprinkler zone (i.e., the section that is farthest from the point of connection (P.O.C.), is the largest, or otherwise presents the most challenging hydraulics). Starting from the P.O.C., show the calculation with a step-down method with flow and loss at each piece of equipment and length of pipe run between equipment. Show the total water required for each zone and the total for all zones to ensure that maximums for meter size, pipe sizes, and watering times will not be exceeded.
- Submit controller run-times to show that all zones can run within a reasonable time period.

The irrigation drawings and Contractor's shop drawings may require adjustment during construction. Do not install the irrigation system as shown if it is evident that obstructions, grade changes, or differences in area dimensions create conditions different from those anticipated in the design. Bring all such discrepancies to the attention of the Engineer. In the event this notification is not performed before construction begins on a part of the system where discrepancies exist, any revisions necessary to make the system operate as designed will be the Contractor's responsibility.

01120.90 Payment – Replace with the following:

01120.90 Irrigation System – Add the following to the end of this section:

Payment of this item also includes any work required to repair existing irrigation systems impacted or damaged by construction. Incidental repairs of damaged irrigation systems which is not a result of contractor action will be limited to minor repairs such as capping lines, moving/adjusting sprinkler heads or other similar modifications. Major reconstruction activities such as modifying irrigation zones or reconstructing mainlines required as a result of conflict with new improvements may be paid by force account.

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications modified as follows:

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Clackamas River Water Technical Specifications.

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications modified as follows:

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Clackamas River Water Technical Specifications.

01150.90 Payment - Replace the paragraph that begins "No separate or additional payment..." with the following paragraph:

No separate or additional payment will be made for earthwork not covered under other pay items, jointing, blocking of valves, protective coatings, valve boxes, valve box extensions, valve operator extensions, or hydrostatic testing.

SECTION 01160 - HYDRANTS AND APPURTENANCES

Comply with Section 01160 of the Standard Specifications modified as follows:

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Clackamas River Water Technical Specifications.

SECTION 01170 - POTABLE WATER SERVICE CONNECTIONS, 2 INCH AND SMALLER

Except for Measurement & Payment, Contractor is to comply with the materials, installation, and testing requirements as provided in the latest version of the Clackamas River Water Technical Specifications.

01170.90 Payment – Add the pay item as follows:

Item (e) includes installation of the Backflow Assembly behind the new water service meters as shown on Clackamas River Water District Detail 112. Item includes excavation, pipe connections, laying and jointing the pipe and fittings and appurtenances, backfilling, testing, flushing and disinfection of the service connection. It also includes obtaining any necessary plumbing permits to make the connection to the existing service lines.

SECTION 01210 – MISCELLANEOUS UTILITY SYSTEMS

Section 01210, which is not in the Standard Specifications, is included for this project by special provision.

01210.00 Scope – This work consists of furnishing and installing underground facilities for the relocation of public power systems for PGE. Work shall be completed per PGE’s latest design drawings. Although a copy of PGE’s design has been provided in the appendix of these Special Provisions, the contractor should coordinate with PGE prior to construction to ensure they have the latest design information.

The Contractor shall be responsible for the installation of PGE conduits and vaults to PGE standards as well as providing joint trenching or service trenching as defined below. This work shall include trench excavation, 3/4” - 0” bedding, and compacted 3/4” - 0” granular backfill. PGE will have an on-site inspector reviewing the work. The work must conform to PGE standards.

Joint Trench – This trench is required when there are multiple utilities being located within the same trench as shown on the plans.

Service Trench – A separate quantity has been provided for Service Trench. Service trench shall be defined as providing miscellaneous trenching to install service laterals, etc. branching from the joint trench. The locations are not specified, but a quantity is provided as a contingency. It shall be assumed that this trench is a minimum of 12” wide and 48” deep.

Materials

01210.10 General - All materials shall conform to the requirements of Portland General Electric. Conduits shall be Schedule 40 Grey PVC. Vault specifications refer to vaults manufactured by Oldcastle Infrastructure. All vaults for the project must be Oldcastle Vaults or approved equal. For 6 inch conduits, the contractor shall install 5-ft fiberglass bends. For conduits 4 inch and smaller, the contractor shall install 3-ft radius fiberglass bends.

Trench Excavation, Bedding and Backfill shall be completed in conformance with Section 00405. All backfill shall be compacted granular backfill.

Construction

01210.40 General - The Contractor shall construct the PGE trench as shown on Sheets 12.0 to 12.3 of the plans. The trench alignment is schematic and may need to be adjusted in the field. Contractor shall not backfill the trench until the PGE inspector has had the opportunity to inspect and approve installation of conduits, or as directed by the Project Manager.

The Contractor shall coordinate with the PGE field inspector when working on PGE facilities so they have the opportunity to inspect work, including coordination on knock out and conduit locations into the vaults. All work completed for PGE, including the placement of conduits and vaults shall be completed to PGE standards and specifications, and should be approved by PGE inspector prior to backfilling.

The trench shall be of sufficient width and depth to accommodate all conduits while providing adequate clearances as identified by individual utilities.

Measurement

01210.80 General – The measurement of items installed under this section will be measured as follows:

- The accepted quantities for Vault installation shall be on a per each basis and shall include the complete installation of the vault including excavation, bedding, backfill, and other elements required for the complete installation of the vault to the Engineer's and PGE's satisfaction.
- The accepted quantity for conduit installed will be the length, to the nearest foot. No separate or additional measurement will be made for excavation, bedding, or backfill, or for construction or widening the trench to transition conduit to vaults.
- The accepted quantity for Fiberglass Conduit Bends for Power will be per each installed, regardless of the angle of the bend. The quantities in the bid schedule are only estimated quantities required for the work.
- If a lid is located in a sidewalk, an anti-slip lid must be installed. Anti-slip lids shall meet the requirements established by the City of Portland Standard Specifications.

01210.90 Payment – The items under this section will be paid as follows:

| Pay Item | Unit of Measurement |
|---|---------------------|
| (a) _____ Vault for Power | Each |
| (b) _____ Pad for Power | Each |
| (c) _____ inch Grey Schedule 40 PVC Conduit for Power | Each |
| (d) _____ inch Fiberglass Conduit Bend for Power | Each |
| (e) Joint Trench | Foot |
| (f) Service Trench | Foot |

In Items (a) and (b), the type of structure will be inserted into the blank. The work shall include excavation and compacted granular backfill. Anti-slip lids (where required) will be considered incidental.

In Items (c) and (d), the size of conduit will be inserted into the blank and will include excavation, bedding, and compacted granular backfill.

Items (e) and (f) includes all required equipment, labor and materials to complete the required excavation and disposal of excavated materials, and placement of compacted granular backfill. It also includes coordination with all utilities to provide advance notice for the utility to place their conduits or lines within the joint trench.

Payment for all items in this section will be payment in full for furnishing and placing all materials, including all equipment, tools, labor, and incidentals necessary to complete the work.

SECTION 02001 – CONCRETE

Comply with Section 02001 of the Standard Specifications modified as follows:

02001.02 Abbreviations and Definitions - Replace this subsection, except for the subsection number and title, with the following:

- ASTV** - Actual Strength Test Value - average of test cylinder compressive strengths
- f'_c - Minimum Specified Compressive Strength at 28 days
- f'_{cr} - Average Compressive Strength Over-design. The average strength required to assure that, with normal variations, the concrete will meet f'_c
- GGBFS** - Ground Granulated Blast Furnace Slag
- HPC** - High Performance Concrete
- HRWRA** - High-Range Water-Reducing Admixture (super-plasticizer)
- PPCM** - Precast prestressed concrete member
- SCM** - Supplementary Cementitious Materials
- SSD** - Saturated Surface-Dry
- w/cm Ratio** - Water-Cementitious Material Ratio
- WRA** - Water Reducing Admixture

Cementitious Materials - Portland cement and supplementary cementitious materials.

High Performance Concrete - Concrete designed for enhanced durability and performance characteristics. High performance concrete is identified on the Plans by the letters "HPC" in front of the concrete class designation (for example, HPC4500 - 1 1/2).

Moderate Exposure - Elevations below 1,000 feet.

Pozzolans - Fly ash, silica fume, and metakaolin.

Severe Exposure - Elevations 1,000 feet and above.

Supplementary Cementitious Materials - Fly ash, silica fume, metakaolin, and ground granulated blast furnace slag.

02001.10 Materials - Replace this subsection, except for the subsection number and title, with the following:

Furnish Materials meeting the requirements of the following:

| | |
|---|-------|
| Aggregates | 02690 |
| Cement..... | 02010 |
| Chemical Admixtures | 02040 |
| Concrete Modifiers..... | 02035 |
| Supplementary Cementitious Materials..... | 02030 |
| Synthetic Fiber Reinforcing | 02045 |
| Water | 02020 |

02001.20(a) Strength - Replace this subsection, except for the subsection number and title, with the following:

Provide concrete meeting the required Classes shown in the Contract Documents. The class of concrete designates the minimum required compressive strength, f'_c at 28 days.

Table 02001-1

| Concrete Strength and Water/Cementitious Material (w/cm) Ratio | | |
|---|-----------------------|---------------------------|
| Type of Concrete | Strength (PSI) | Maximum w/cm Ratio |
| Structural | 3300 | 0.50 |
| | 3300 (Seal) | 0.45 |
| | 4000 | 0.48 |
| | HPC4500 | 0.40 |
| | 5000 and Above | 0.40 ¹ |
| | HPC5000 | 0.40 |

| | | |
|---|-----------|------|
| | and above | |
| Drilled Shaft | 4000 | 0.48 |
| Paving | 4000 | 0.44 |
| ¹ PPCM's with cast-in-place decks and no entrained air may have w/cm as follows: 5000 psi - 0.48; 5500 psi - 0.44; 6000 psi and up - 0.42 | | |

02001.30 Concrete Mix Design - Replace the bullet that begins "Cementitious material with modifiers proportioned according..." with the following bullet:

- Cement with SCM proportioned according to 02001.31(b) and with trial batches performed to demonstrate that the proposed alternate mix design provides a maximum of 1,000 coulombs at 90 days when tested according to AASTHO T 277.

02001.31 Concrete Constituents - Replace this entire subsection with the following subsection:

02001.31 Concrete Constituents:

(a) Portland Cement - Use AASHTO M 85 or ASTM C150, Type I or II cement for structural or paving concrete. Use AASHTO M 85 or ASTM C150, Type III cement for precast prestressed concrete. Provide all cement from the QPL.

(b) Supplementary Cementitious Materials - SCM may be used separately or in combinations up to the specified maximum percentage by mass according to the following:

| Separate SCM | Maximum |
|---|----------------|
| Fly Ash + Other Pozzolans | 25% |
| GGBFS | 50% |
| Silica Fume | 5% |
| Combined SCM | Maximum |
| Fly Ash + Other Pozzolans + GGBFS + Silica Fume | 50%* |
| Fly Ash + Other Pozzolans + Silica Fume | 30%* |

* Fly ash + other pozzolans shall constitute no more than 25% and silica fume shall constitute no more than 5% of the total weight of cementitious materials.

When silica fume is added to truck mixed concrete, mix the batch a minimum of 100 revolutions at the mixing speed specified by the manufacturer before leaving the batch plant.

(c) Blended Hydraulic Cement - Blended hydraulic cement may be used subject to the limits of 02001.31(b) and 02010.20.

(d) Chemical Admixtures - Use chemical admixtures according to the manufacturer's recommendations. Use WRA in all seal concrete and in Class 5000 concrete or greater. Use HRWRA in all HPC.

Use a superset extender from the QPL in all concrete for bridge decks. Use an appropriate amount to extend the initial set time of the concrete by 90 minutes.

(e) Aggregate - If the nominal maximum size of the coarse Aggregate is not included as a part of the class of concrete, or shown on the Plans, any size from 1 1/2-inch to 3/8-inch nominal maximum size Aggregate may be used according to ACI guidelines except:

- Use 1 1/2 inch nominal maximum size Aggregates in bridge deck concrete.
- Use 1 1/2 inch nominal maximum size Aggregates in paving concrete unless otherwise indicated.
- Use 3/8 inch nominal maximum size Aggregates in drilled shafts unless otherwise indicated.

Proportion all HPC for a minimum coarse Aggregate absolute solid volume according to Table 02001-4:

Table 02001-4

| Absolute Solid Volume | |
|---------------------------------------|---|
| Maximum Nominal Aggregate Size | Cu. Yd. (Aggregate) / Cu. Yd. (Concrete) |
| 3/8" | 0.36 |
| 1/2" | 0.38 |
| 3/4" | 0.40 |
| 1" | 0.42 |
| 1 1/2" | 0.44 |

Two or more Aggregate products or sources meeting Specifications may be blended to improve concrete properties. Blending non-specification Aggregate Materials, except for gradation, with specification Materials is not allowed.

02001.35 Required Submittals for Mix Designs - Replace this entire subsection with the following subsection:

02001.35 Required Submittals for Mix Designs - Submit the following information for each concrete mix design:

(a) Supplier's Information - Provide the supplier's unique mix design identification number and batch plant location.

(b) Mix Design Constituent Proportions:

- Weight per cubic yard (pounds per cubic yard) of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, concrete modifiers, and chemical admixtures
- Absolute volumes of cement, SCM, fine Aggregates and coarse Aggregates (SSD), mix water, air content, concrete modifiers, and chemical admixtures
- Dosage rates for chemical admixtures (ounces per cubic yard)
- w/cm ratio including all chemical admixtures

(c) Aggregates - Identify the Aggregate source by the ODOT source number. Report current values of the following:

- Bulk specific gravities (SSD)
- Fine Aggregate absorptions
- Coarse Aggregate absorptions
- Dry-rodded density of coarse Aggregates
- Average stockpile gradations
- Fineness modulus of sand used in the mix design calculations

(d) Cement - For each cement used, provide the following:

- Manufacturer
- Brand name
- Type
- Source or location plant
- QPL product number

(e) SCM - For each SCM used, provide the following:

- Manufacturer
- Brand name
- Source
- Class
- QPL product number

(f) Concrete Modifiers - For each concrete modifier used, provide the following:

- Manufacturer
- Brand name
- QPL product number

(g) Admixtures - For each admixture used, identify the following:

- Manufacturer
- Brand name
- Design dosage rate
- QPL product number

(h) Synthetic Fiber Reinforcing - For each synthetic fiber reinforcing used, provide:

- Manufacturer
- Brand name

- Design dosage rate
- QPL product number

(i) Water - Identify the source of water to be used and provide a certificate of compliance certifying that the water meets the requirements of 02020.10.

(j) Plastic Concrete Tests - Report the temperature, slump, density, air content, yield, and w/cm ratio of the trial batch or the average of these values for the cylinder sets presented for evaluation of a current mix design.

For drilled shaft concrete, report the following additional information:

- The total time estimate from initial batching through drilled shaft placement, including haul time, placing concrete, and temporary casing extraction.
- Initial slump test results and subsequent results at 15-minute intervals, verifying a minimum slump of 4 inches is maintained for the total time estimated for drilled shaft placement, including temporary casing extraction. Report data in a table or graph format.

(k) Compressive Strength Test Results - Report the individual test results and the ASTV of cylinders from the trial batch for new mix designs. For current designs, provide the individual tests and the average of the cylinder sets presented for evaluation.

(l) Strength Analysis - Provide an analysis, showing all calculations, demonstrating that the mix design meets the requirements of 02001.33.

(m) Quality Control Personnel - Provide the name and certification number of the CCT who prepared the mix design, the QCT who performed the plastic concrete tests and cast the test cylinders, the CSTT who tested the cylinders, and the ODOT certification number of the laboratory where the cylinders were tested.

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 - Delete 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 - Delete 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 02080 – GROUT

Comply with Section 02080 of the Standard Specifications modified as follows:

02080.00 Scope - Replace this subsection, except for the subsection number and title, with the following:

This Section includes the requirements for grout.

02080.30 Keyway Grout – Replace the sentence that begins “Furnish keyway grout from the QPL...” with the following sentence:

Furnish keyway grout from the QPL.

02080.60 Structural Grout - Replace the sentence that begins “Furnish structural grout from the QPL...” with the following sentence:

Furnish structural grout from the QPL.

Add the following subsection:

02080.70 UHPC Grout - Furnish Ultra-High Performance Concrete (UHPC) grout used in the keyways of precast prestressed concrete members or other applications when shown. Furnish UHPC grout from the QPL.

SECTION 02440 – JOINT MATERIALS

Comply with Section 02440 of the Standard Specifications modified as follows:

02440.30 Hot Poured Joint Filler - Replace this subsection, except for the subsection number and title, with the following:

Furnish hot poured joint filler from the QPL and conforming to the requirements of ASTM D6690, Type II.

SECTION 02470 – POTABLE WATER PIPE MATERIALS

Comply with Section 02470 of the Standard Specifications and as modified as follows:

02470.10 General – Add the following at the end of the subsection:

Where only one type of pipe is called out, no substitutions shall be allowed. Piping material of like kind shall be produced by one manufacturer.

02470.20 Ductile Iron Pipe, (a) General – Replace this subsection, except for the subsection number and title, with the following:

Use centrifugally cast ductile iron pipe meeting the requirements of AWWA C151. Ductile iron pipe shall have a cement-mortar lining and seal coating meeting the requirements of AWWA C104. Ductile iron pipe to be joined using bolted flanged joints shall be Standard Thickness Class 53. All other ductile iron pipe shall be Standard Thickness Class 52 or the thickness class specified or indicated.

02470.30 Steel Pipe 6 Inches and Larger – Add the following at the end of the subsection:

Surface repair coatings for tar-coated pipe shall be 3M Spray-on Rubberized Undercoating, or equal. Provide appropriate cloth wrapping between multiple repair coatings per manufacturer's specifications and as directed.

SECTION 02475 – POTABLE WATER FITTING MATERIALS

Comply with Section 02475 of the Standard Specifications modified as follows:

02475.10 General – add the following at the end of the subsection:

Mechanical joint gaskets, bolts, nuts and washers shall comply with the requirements of AWWA C111. Flange gaskets, bolts, nuts and washers shall be in conformance with the requirements of AWWA C110.

Where taps are shown on fittings, tapping bosses shall be used.

02475.20 Ductile Iron Pipe Fittings – add the following at the end of the subsection:

All cast fittings shall be of domestic origin.

02475.30 Fittings for Steel Pipe 6 Inches and Larger – add the following at the end of the subsection:

Fusion bonded epoxy-coated fittings shall be U.S. Pipe Permafuse or equal. Any fitting with marred interior or exterior coating will be rejected and repaired by a factory representative or replaced. Mortar lining for fittings shall be the same thickness as specified for pipe.

02475.50 Restrained Joints – add the following at the end of the subsection:

Boltless restrained joint pipe shall be TR Flex by U.S. Pipe; Lok-Ring by American Pipe; Super-Loc by Clow or approved equal.

Mechanical Joint restraints shall be Grip Ring or Romagrip by Romac Industries Inc.; Megalug by EBAA Iron Inc.; LocTyte by Pacific States Cast Iron Pipe Co. or approved equal.

Mechanical external bell restraints shall be Model 611 by Romac Industries Inc.; Series 1500TD by EBAA Iron Inc. or approved equal.

02475.60 Bolted Sleeve-Type Couplings for Plain-End Pipe - add the following at the end of the subsection:

Flexible couplings shall be Romac 501 by Romac Industries Inc.; Model 411 by Smith-Blair or approved equal, with the stop removed from the middle ring.

Flexible reducing couplings shall be Romac RC501 by Romac Industries Inc. or approved equal.

Flange adapters shall be Romac FCG or RFCA by Romac Industries Inc.; Smith-Blair Series 900, or approved equal.

Transition couplings shall be Romac 501 by Romac Industries Inc. with an insulating boot at the smaller diameter end of the coupling. If the pipes are the same diameter put the insulating boot on the OD Steel pipe.

Mechanical couplings, not a part of the pipe itself, shall be ductile iron couplings with rubber rings and high strength low alloy bolts and nuts conforming to AWWA C111. Couplings shall be Smith-Blair No. 441 or approved equal.

Section 02475.65, which is not in the Standard Specifications, is included by special provision.

02475.65 Tapping Sleeves – Tapping sleeves shall be provided for the pressure taps according to the requirements of the connecting pipe.

(a) Ductile Iron - Tapping sleeves shall be full circle, stainless steel JCM 432 or 452, Mueller H-304-SS, or approved equal.

(b) Steel Pipe - Tapping sleeves for OD steel pipe size-on-size shall be weld-on, JCM 416 Type 4, or equal, with Insulation Kit per section 01140.47(f). Sleeve shall be fabricated from minimum 3/16-inch steel.

Unless otherwise specified, flanges used on the tapping neck shall be steel, flat or raised face, class 125 drilling, and Class D (150 psi rated) according to AWWA C207.

Both the sleeve and the exposed metal around the tap shall be tar coated. Taps smaller than the main require a JCM 422 stainless steel sleeve, or equal.

(c) Cast Iron - Tapping sleeves shall be full circle, stainless steel JCM 432 or 452, Mueller H-304-SS, or approved equal.

(d) Concrete Cylinder Pipe - Tapping sleeves will be weld-on JCM 416 Type 4 concrete pipe type sleeves, or approved equal.

Weld-o-lets may be used upon approval of the District.

SECTION 02480 – POTABLE WATER VALVE MATERIALS

Comply with Section 02480 of the Standard Specifications modified as follows:

02480.10 General – Add the following at the end of the subsection:

Operating torque to operate any valve shall not exceed 40 ft-lb. Unless otherwise indicated, the direction of rotation of the wheel, operating nut or lever to open the valve shall be counterclockwise. Each valve body or operator shall have cast thereon the word “OPEN” and an arrow indicating the direction to open.

Actual length of valves shall be within 1/16 inch (plus or minus) of the specified or catalog length except where installed adjacent to flexible or mechanical pipe couplings, where different lengths of a replacement can be accommodated.

Flanges shall meet the requirements of ANSI B16.1.

Valve boxes and extended stems shall be provided for all buried valves, as specified below.

Valve-to-pipe joint materials, including gaskets, bolts and nuts, shall be ductile iron pipe mechanical joints and shall meet the requirements of AWWA C111.

Unless otherwise specified, valves shall be rated for **250 psi working pressure** minimum.

02480.20 Gate Valves – Replace this subsection, except for the subsection number and title, with the following:

(a) Gate Valves - Gate valves shall be 250 psi-rated, Class 125 drilling, cast ductile iron body, bronze-mounted, resilient seated, non-rising stem (NRS) valves with O-ring seals, and meeting the requirements of AWWA C515. Unless otherwise shown, valves shall have 2-inch square operating nut. The valves shall be full-port and fusion epoxy-coated (internal and external surfaces) meeting the requirements of AWWA C550.

Gate valves shall be M&H/Kennedy 7000 series; Clow 2638; American Flow Control (AFC) 2500 or approved equal.

(b) Tapping Valves - Tapping gate valves shall be flange by mechanical joint, shall conform to the above specifications unless stated otherwise, and as recommended by the manufacturer for use with the tapping sleeve supplied. Valves shall be cast ductile iron body,

resilient seated, non-rising stem (NRS) tapping valves with 2-inch square operating nut, fusion epoxy coated inside and outside, meeting the requirements of AWWA C509.

(1) Connecting Valve for Steel Pipe - Valves for O.D. Steel weld-on taps will be installed with insulation kits for flanged (or other) connections between dissimilar metals. Install tracer wire to either side of transition, and bring up both ends of tracer wire in a valve box for continuity purposes. (Follow basic valve box installation.)

02480.22 Butterfly Valves – Replace this subsection, except for the subsection number and title, with the following:

Butterfly valves shall be used on 14-inch diameter pipe and greater, unless otherwise specified on the drawings.

Butterfly valves shall be rubber seated with O-ring seals, Class 150B short body type or Class 250B meeting AWWA C504 with factory-installed operators and 2-inch square operating nut. High-pressure butterfly valves must be able to withstand 1½ times the main pressure.

The valve components shall withstand environmental conditions for buried service including epoxy coatings and casting that comply with the referenced standards, to provide continuous trouble-free service.

Butterfly valves shall be Clow, Mueller, M&H 4500 or approved equal.

02480.25 Valve Boxes – Replace this subsection, except for the subsection number and title, with the following:

(a) Valve Box Top - Valve box tops shall be cast iron, "Vancouver Style 910", minimum 6-inch diameter and 3/16 inch wall thickness, standard 18 inches long, and bituminous varnish coated. Valve box top shall be VBT91018D as manufactured by East Jordan Iron Works, or approved equal.

(b) Valve Box Lid - Valve box lids shall be cast iron, Vancouver Style 910 with "W" or "WATER" designation cast thereon. All parts shall be bituminous varnish coated. Valve box lids shall be VBL910WD as manufactured by East Jordan Iron Works, or approved equal.

(c) Valve Box Bottom - Valve can or bottom material and valve box extensions shall be 6-inch diameter, white plastic ASTM D3034 PVC pipe or approved equal. PVC extensions shall be 6-inch diameter by 24 inches long cut to fit within 4 inches of the top.

A minimum of 4 inches of vertical separation shall be maintained between finished grade of the valve box top and the top edge of the valve box bottom, to prevent damage from the valve box lid bearing on the PVC valve box bottom.

A bell reducer shall be installed at the valve operation bonnet on all gate valves 8 inches and larger. Reducers shall be 8-inch x 6-inch, rubber gasketed SDR-35 bell-by-bell Concentric Reducer. The gasket shall be left in place on the 6-inch side for securing and sealing the valve can.

02480.60 Combination Air Release / Air Vacuum Valves – Add with the following:

(c) Valve Type – Combination air / vacuum valves shall be APCO Series 140C series or approved equal. Air release valves shall be APCO Series 50 or approved equal. Air valves shall be sized according to the requirements of the project.

SECTION 02485 – HYDRANT AND APPURTENANCE MATERIALS

Comply with Section 02485 of the Standard Specifications modified as follows:

02485.10 Fire Hydrants – Replace this subsection, except for the subsection number and title, with the following:

Fire hydrants shall be dry-barrel, conforming to AWWA C502, of standard manufacture and of a pattern approved by the Agency. Hydrants shall be designed for a minimum working pressure of 250 psi.

All materials in contact with potable water shall conform to ANSI/NSF Standard 61, Drinking Water System Components - Health Effects, or equivalent.

Hydrant shall be Mueller Super Centurion A-423; Clow Medallion; M&H 129; U. S. Pipe Style 94 Metropolitan 250; Waterous Pacer, WB-67-250 or approved equal.

02485.60 Tie Rods – Replace this subsection, except for the subsection number with the following:

02485.60 Thrust Restraint – Thrust restraint shall be provided for all fire hydrant and fire service piping installations.

(a) Thrust Lugs – Thrust lugs shall be provided for all new construction. Thrust restraint shall be “Mega-lug” as manufactured by EBAA Iron Sales, Inc., Eastland, Texas, Romac Grip Ring or RomaGrip, Romac Industries Inc. or approved equal.

(b) Tie Rods - Thrust Rods or Split “Mega-Lug” may be used for existing hydrants, as directed by Agency. Thrust rods, nuts and washers shall be nickel or stainless steel coated.

(c) Restrained Joint Systems - Restrained joint shall be Flanged spools, Locking Gaskets (bell joints only), Romac Grip Rings, Mega Lugs or approved equal, as directed by Agency.

SECTION 02490 – POTABLE WATER SERVICE CONNECTION MATERIALS, 2-INCH AND SMALLER

Comply with Section 02490 of the Standard Specifications modified as follows:

02490.10 General – Add the following at the end of the subsection:

As required by U.S. Senate Bill S.3874, all service connection materials, including brass or bronze valves and fittings, shall be certified “lead-free” or “no-lead (NL)” containing no more than 0.2 percent lead for solder and flux and, not more than a weighted average of 0.25 percent lead for the wetted surfaces of pipes, pipe fittings, plumbing fittings, and fixtures.

For the purposes of these specifications, allowed exemptions to the “lead-free” requirement include; Pipes, plumbing fixtures, or fittings (including backflow preventers) used exclusively for non-potable services and service saddles or water distribution main gate valves that are two inches diameter or larger.

Where only one type of pipe is called out, no substitutions shall be allowed. Pipe materials of like kind shall be the product of one manufacturer.

02490.20 Saddles – Add the following to the end of the subsection:

Service saddles for ¾” or 1” service connections to OD steel, PVC or transite watermain, use double-strap “lead-free” brass or stainless steel service saddles, with CC-threaded outlet. Saddles shall be Ford F202B-NL, Romac 202S, or approved equal.

Service saddles shall be utilized on all 1 ½ - inch and 2-inch connections to existing water mains. For 1½ - inch and/or 2 - inch service connections to existing ductile iron or cast iron water main, use double-strap “lead-free” brass or stainless steel service saddles with 2-inch CC-threaded outlet. Saddles shall be Ford F202B-NL, Romac 202S, or approved equal.

For connections to new water mains, an approved tee will be required unless otherwise directed by the Agency.

02490.30 Corporation Stops, (a) Less than or Equal to 1 Inch – Add the following to the end of the subsection:

Service connections to ductile iron or cast iron water mains shall be ¾-inch or 1-inch, “lead-free” corporation stops that are direct-tapped at a 45° angle upward. Corporation stops for ¾-inch and 1-inch services shall have a CC-threaded inlet and a compressive or grip connection for a copper pipe outlet. Corp stops shall be Ford F1000-4-G-NL (grip joint) style or approved equal. **No Q (quick joint) style corp stops shall be used.**

For high pressure applications (100-300 psi) use Ford FB1000-4-G-NL Corp stop or approved equal.

02490.40 Service Pipe and Fittings – Replace this subsection, except for the subsection number and title, with the following:

(a) Copper Tubing Service Pipe- Copper tubing service pipe shall be annealed, seamless tubing conforming to the requirements of ASTM B 88, Type K. Polyethylene tubing will not be allowed.

(b) Service Fittings - Make fittings used for service connections of bronze alloy. Fittings used for copper tubing shall be either compression or flare type, insulated or non-insulated. All components of a service connection shall be the same size as the nominal designation of the service connection pipe

(1) Service material for ¾ Inch and 1” Inch Services:

Copper-to-copper couplings shall be Ford C44-XX-G-NL or equal.

Reducers and adapters shall be Ford, Mueller or equal.

Flared fittings, when required, shall conform to ANSI B16.26.

Angle meter stops shall have a copper inlet and inside IP outlet with swivel nut and padlock wing. Angle stops shall be Ford KV43-444W-G-NL (grip joint) style or equal. **No Q (quick joint) style Corp stops shall be used.** For high pressure applications (100-300 psi) use Ford BA43-444W-G-NL angle stops.

(2) Service Material for 1 ½ Inch and 2” Inch Services - 1-½ and 2-inch service connections to ductile iron or cast iron water mains shall be a 2-inch CC-threaded, double-strap service saddle that is tapped perpendicular and horizontal to the main. For locations where conditions merit and as directed by the District (existing utility conflicts, etc.), the service connection may be tapped at a 45° angle and the gate valve installed at a specified distance from the main line connection.

Gate valves for 1-1/2 and 2-inch service connections shall be resilient seat, 2-inch size, with approved connections to both the service saddle (or tee) and the copper service line.

Copper-to-copper couplings shall be Ford C44-XX-G-NL or equal.

Reducers and adapters shall be Ford, Mueller or equal.

02490.50 Meter Setters – Replace this subsection, except for the subsection number and title, with the following:

Meter setters shall be manufactured and tested according to all applicable parts of AWWA C800. Meter setters shall be 12 inches in height and shall have an angle meter stop with drilled padlock wing, an angle check valve, and inlet and outlet threads compatible with fittings connecting to service pipes. Meter setters for 5/8 inch by 3/4 inch, 3/4 inch, and 1 inch services shall have meter saddle nuts for installation and removal of the meter. Meter setters for 1 1/2 inch and 2 inch services shall be equipped with a locking bypass.

(a) Meters - The Agency will furnish and install approved meters.

(1) ¾ and 1 Inch Meters - Meters shall be Badger Recordall Disc series, lead-free alloy, Model 55, or equal.

(2) 1 ½ and 2” Meters - 2-inch meters shall be as specified and provided by the Agency. 2-inch meter shall be radio-read capable, equipped with antenna and register.

Meter setter assemblies shall be Ford 70 Series Coppersetter, Model VBH77-95035-003-NL, or equal, and shall include: Flanged angle ball valve and flanged angle single check valve with ¾” test port, for flanged meter connection; 1-inch dedicated bypass line with inline bypass ball valve and single check valve; CC-threaded (FIP) inlet and outlet brass elbows.

02490.70 Meter Boxes – Replace this subsection, except for the subsection number and title, with the following

(a) Meter Boxes for Standard ¾ or 1 Inch Services - Armorcast, Model A6001946PCX12, 13" x 24" x 12", heavy wall polyethylene with cast iron reader lid; or equal.

(b) Meter Boxes for 1½ or 2 Inch Services - Oldcastle H-Series 2436-30 meter box with Uni-Half or steel cover as approved, concrete polymer meter box with cast iron or steel lid, or equal. Additional criteria, including dimensions and traffic loading rating, will be specified by the agency as required for each application.

SECTION 02510 – REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

002510.10 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 M 31 (ASTM A615), or AASHTO M 334 (ASTM A1035 CS). Unless otherwise specified or shown, all reinforcing bars shall be Grade 60.

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 02630 – BASE AGGREGATE

Comply with Section 02630 of the Standard Specifications modified as follows:

02630.10(d) Sand Equivalent – Replace this subsection, except for the subsection number and title, with the following:

Dense-graded Aggregate shall be tested according to AASHTO T 176, and shall have a sand equivalent of not less than 40.

SECTION 02690 – PCC AGGRAGATES

Replace Section 02690 of the Standard Specifications with the following Section 02690:

SECTION 02690 – PCC AGGREGATES

Description

02690.00 Scope - This Section includes the requirements for coarse and fine aggregates for portland cement concrete.

02690.01 Definitions:

Coating - Foreign or deleterious substances found adhering to the aggregate particles.

Detrimental Materials - Materials that adversely affect concrete, including but not limited to clay, shale, mica, silt, bark, alkali, sticks, organic matter, soft and flaky particles.

Nominal Maximum Size Of Aggregate - One sieve larger than the first sieve that retains more than 10 percent of the material using an agency specified set of sieves based on cumulative

percent retained. Where large gaps in specification sieves exist, intermediate sieves may be inserted to determine nominal maximum size.

Materials

02690.10 Materials - PCC Aggregates shall consist of natural or crushed rock that is hard, strong, durable and free from adherent coatings or other detrimental materials.

Produce, handle and store the aggregates in a way that will maintain passing material properties and avoid introducing deleterious materials or segregation prior to its use in portland cement concrete.

02690.11 Alternate Grading - The Contractor may request approval to produce coarse and fine aggregates in sizes other than those stated in 02690.20 and 02690.30. The request shall be in writing, and shall state the proposed target value and specified tolerances for each of the individual sieve sizes of the materials the Contractor proposes to produce.

02690.12 Acceptance of Aggregate - Acceptance of aggregate will be according to Section 00165 and based on the Contractor's quality control testing, if verified, according to Section 00165.

(a) Aggregate Gradation - A stockpile contains specification aggregate gradation when the quality level for each sieve size calculated according to 00165.40 is equal to or greater than the quality level indicated in Table 00165-2 for a PF of 1.00. Each required sample represents a subplot. When the quality level indicated in Table 00165-2 yields a PF of less than 1.00 for any constituent, the material is non-specification.

(b) Non-specification Aggregate Gradation - Stockpiled aggregates that contain non-specification aggregate gradation will be rejected by the Engineer unless non specification material is removed from the stockpile. Do not add additional material to the stockpile until enough non-specification material is removed so that the quality level for each constituent is equal to or greater than the quality level in Table 00165-2 for a 1.00 PF.

Reprocessing of non-conforming material and the testing required for acceptance will be at no additional cost to the Agency. Acceptance of reprocessed material will be based on passing test results or accepted visually by the Engineer.

02690.20 Coarse Aggregate:

(a) Harmful Substances - Harmful substances shall not exceed the following limits:

| Test | Test Method | | Percent (by Weight) |
|--------------------------------|-------------|--------|------------------------|
| | ODOT | AASHTO | |
| Lightweight Pieces | – | T 113 | 1.0 |
| Material passing No. 200 sieve | – | T 11 | 1.0 |
| Wood Particles | TM 225 | – | 0.05 |

(b) Soundness - Coarse aggregates for concrete shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 12 percent by weight.

(c) **Durability** - Coarse aggregates shall meet the following durability requirements:

| Test | Test Method | | Requirements |
|-----------------------------------|-------------|--------|--------------|
| | ODOT | AASHTO | |
| Abrasion | – | T 96 | 30.0% Max. |
| Oregon Air Aggregate Degradation: | | | |
| Passing No. 20 sieve | TM 208 | – | 30.0% Max. |
| Sediment Height | TM 208 | – | 3.0" Max. |

(d) **PCC Paving Aggregate** - In addition to requirements above, comply with the following:

(1) **Fracture** - Provide aggregate with at least two fractured faces on at least 50 percent of the particles retained on the 3/8 inch, 1/2 inch, 3/4 inch, 1 inch, and 1 1/2 inch sieves, as determined by AASHTO T 335.

(2) **Elongated Pieces** - Provide aggregate with elongated pieces not exceeding 10 percent by weight of the material retained on the No. 4 sieve when tested according to ODOT TM 229 with the proportional caliper device set at a ratio of 5:1.

(e) **Grading and Separation by Sizes for Prestressed Concrete** - Sampling shall be according to AASHTO T 2 and sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. PCC coarse aggregate shall conform to grading and separated sizes as follows:

(1) Where indicated in Table 02690-1, the coarse aggregate shall be separated into two sizes and each separated size shall be measured into the batch in the quantity determined by the mix design.

For each of the indicated maximum sizes of coarse aggregates, the separated sizes shall be as indicated in Table 02690-2:

Table 02690-1

| Maximum Nominal Size of Aggregates | Separated Sizes |
|------------------------------------|------------------------------|
| 1" | 1" - No. 4 |
| 3/4" | 3/4" - No. 4 |
| 3/4" | 3/4" - 1/2" and 1/2" - No. 4 |
| 3/4" | 3/4" - 3/8" and 3/8" - No. 4 |

(2) The grading of each of the specified separated sizes of coarse aggregate shall conform to the following:

Table 02690-2

| Separated Sizes | | | | | | |
|-----------------------------|------------|-------------|------------|------------|-------------|-------------|
| Sieve Size | 1" - No. 4 | 3/4"- No. 4 | 3/4"- 1/2" | 3/4"- 3/8" | 1/2"- No. 4 | 3/8"- No. 4 |
| Percent Passing (by Weight) | | | | | | |
| | | | | | | |

| | | | | | | |
|---------|----------|----------|----------|----------|----------|----------|
| 1 1/2" | 100 | — | — | — | — | — |
| 1" | 90 - 100 | 100 | 100 | 100 | — | — |
| 3/4" | 50 - 80 | 90 - 100 | 85 - 100 | 85 - 100 | 100 | 100 |
| 1/2" | — | — | 0 - 15 | — | 85 - 100 | — |
| 3/8" | 15 - 40 | 20 - 50 | — | 0 - 15 | 35 - 65 | 85 - 100 |
| No. 4 | 0 - 10 | 0 - 10 | — | — | 0 - 15 | 0 - 15 |
| No. 200 | * | * | * | * | * | * |

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

(f) Grading and Separation by Sizes for Other Concrete - Sampling shall be according to AASHTO T 2. Sieve analysis shall be according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Tables 02690-3 and 02690-4 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-3

Gradation of Coarse Aggregates

| Sieve Size | Combined* | Separated | Separated | Separated |
|-----------------------------|----------------|---------------|------------|-------------|
| | Sizes | Sizes | Sizes | Sizes |
| | 1 1/2" - No. 4 | 1 1/2" - 3/4" | 1" - No. 4 | 3/4" - 1/2" |
| Percent Passing (by Weight) | | | | |
| 2" | 100 | 100 | — | — |
| 1 1/2" | 90 - 100 | 90 - 100 | 100 | — |
| 1" | 70 - 89 | 20 - 55 | 90 - 100 | 100 |
| 3/4" | 35 - 70 | 0 - 15 | — | 85 - 100 |
| 1/2" | — | — | 25 - 60 | 0 - 15 |
| 3/8" | 10 - 30 | 0 - 5 | — | — |
| No. 4 | 0 - 5 | — | 0 - 10 | — |
| No. 8 | — | — | 0 - 5 | — |
| No. 200 | ** | ** | ** | ** |

* For 1 1/2 inch coarse aggregate use two or more separated sizes which when combined shall meet the gradation limits for 1 1/2" - No. 4

** See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

Table 02690-4

Gradation of Coarse Aggregates

| Sieve Size | Separated or | | | |
|-----------------------------|--------------|--------------|--------------|--------------|
| | Separated | Combined | Separated | Separated |
| | Sizes | Sizes | Sizes | Sizes |
| | 3/4" - 3/8" | 3/4" - No. 4 | 1/2" - No. 4 | 3/8" - No. 8 |
| Percent Passing (by Weight) | | | | |
| 1" | 100 | 100 | — | — |
| 3/4" | 90 - 100 | 90 - 100 | 100 | — |
| 1/2" | 20 - 55 | — | 90 - 100 | 100 |

| | | | | |
|---------|--------|---------|---------|----------|
| 3/8" | 0 - 15 | 20 - 55 | 40 - 70 | 85 - 100 |
| No. 4 | 0 - 5 | 0 - 10 | 0 - 15 | 10 - 30 |
| No. 8 | — | 0 - 5 | 0 - 5 | 0 - 10 |
| No. 16 | — | — | — | 0 - 5 |
| No. 200 | * | * | * | * |

* See 02690.20(a). Do not evaluate material passing the No. 200 sieve according to 00165.40.

02690.30 Fine Aggregates:

(a) Different Sources - Do not mix fine aggregates from different sources of supply, or store in the same pile. Do not use alternately in the same class of mix, without prior approval.

(b) Harmful Substances - The amount of harmful substances shall not exceed the following limits:

| Test | Test Method (AASHTO) | Percent (by Weight) |
|--------------------------------|----------------------|---------------------|
| Lightweight Pieces | T 113 | 2.0% |
| Material passing No. 200 sieve | T 11 | 3.0% |

(c) Soundness - Fine aggregate shall be tested for soundness using sodium sulfate salt, according to AASHTO T 104. The weighted percentage loss shall not exceed 10 percent by weight.

(d) Organic Impurities - All fine aggregate shall meet the requirements of AASHTO M 6 for organic impurities.

(e) Sand Equivalent - Fine aggregate shall be tested according to AASHTO T 176 and shall have a sand equivalent of not less than 75.

(f) Sand for Mortar - Sand for mortar shall conform to the requirements of this Section.

(g) Grading - Sampling shall be according to AASHTO T 2. Sieve analysis shall be determined according to AASHTO T 27 and AASHTO T 11. Provide aggregates meeting the gradation requirements of Table 02690-5 for structural concrete. Provide a CAgT to perform sampling and testing when required.

Table 02690-5

Gradation of Fine Aggregate*

| Sieve Size | Percent Passing (by Weight) |
|------------|-----------------------------|
| 3/8" | 100 |
| No. 4 | 90 - 100 |
| No. 8 | 70 - 100 |
| No. 16 | 50 - 85 |
| No. 30 | 25 - 60 |
| No. 50 | 5 - 30 |
| No. 100 | 0 - 10 |
| No. 200 | ** |

- * Determine the fineness modulus according to AASHTO T 27 and AASHTO T 11. Maintain the fine aggregate fineness modulus within plus or minus 0.20 from the fineness modulus used in the Contractor's mix design. Fine aggregates in which the fineness modulus varies by more than 0.20 from the mix design target shall not be incorporated until an assessment is done to determine whether an adjustment in the aggregate proportions is necessary. Proportion changes must be performed by a CCT according to the provisions of ACI 211. Submit analysis of FM and mix design adjustments to the Engineer for approval.
- ** See 02690.30(b). Do not evaluate material passing No. 200 sieve according to 0165.40.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

02910.20 Reflective and Retroreflective Sheeting - Replace the title of this subsection with “**Retroreflective Sheeting**”

02910.20(a) General - Replace the paragraph that begins “Use retroreflective sheeting Type...” with the following paragraph:

Use retroreflective sheeting from the QPL and the following:

02910.32(b) Retroreflective Sheeting Legend – Replace the paragraph that begins “The Silver-white or white letters...” with the following paragraph:

Removable legend shall be fabricated with sheeting conforming to 02910.20 that is permanently adhered to a flat aluminum frame.

02910.40 Hardware - Replace the paragraph that begins "The bolts, nuts, and washers..." with the following paragraph:

The bolts, nuts, and washers used to fabricate and erect signs shall be aluminum alloy, stainless steel, or hot-dip galvanized steel. Aluminum for bolts and nuts shall conform to ASTM B211, alloys 2024-T4 or 6061-T6 as the Contractor elects. Aluminum washers shall conform to ASTM B209, alloy Alclad 2024-T4. Stainless steel for bolts, nuts, and washers shall be Type 304 or Type 316. Galvanized steel bolts, nuts and washers shall be medium carbon steel. Galvanize steel hardware according to AASHTO M 232 (ASTM A153).

02910.75(a) Warranty Period – Replace the bullet that begins “For retroreflective Type III and Type IV ...” with the following paragraph:

- For retroreflective ASTM Type III and Type IV sheeting used for permanent signs, the warranty period shall be for 10 years.

Replace the bullet that begins “For retroreflective Type IX sheeting used ...” with the following paragraph:

- For retroreflective ASTM Type IX and Type XI sheeting used for permanent signs, the warranty period shall be for 12 years.

02910.75(b) Failure – Replace the bullet that begins “70 percent of minimum coefficient...” with the following paragraph:

- 70 percent of minimum coefficient of retroreflection for designated sheeting or cuttable film according to ASTM D4956 for the remaining 3 years of the warranty period for Type III and Type IV sheeting and remaining 5 years of the warranty period for Type IX and Type XI sheeting.

02910.75(c) Remedy – Replace the bullet that begins “For the remaining 3 years ...” with the following paragraph:

- For the remaining 3 years (5 years for ASTM Type IX and Type XI sheeting), furnish replacement sheeting required to restore the sign panel to a condition that meets the Specifications.

SECTION 02925 – TRAFFIC SIGNAL MATERIALS

Comply with Section 02925 of the Standard Specifications modified as follows:

Use the following sections for all Clackamas County traffic signal systems:

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).

Add the following subsection:

02925.46 Fire Preemption Equipment - Fire Preemption systems for installation at traffic signals shall be as follows:

Fire Preemption system shall be GTT Opticom, or approved equal. See plan set for additional details. The following components make up the fire preemption system.

(a) Fire Preemption Phase Selector (P/N: Opticom 762/764) - Interface device for installation in the cabinet.

(b) Fire Preemption Detector Unit (P/N: Opticom 721/722) - Field detector for fire preemption system.

(c) Fire Preemption Detector Feeder Cable (P/N: Opticom 138) - For installation between the cabinet and the field detector at the location shown in the plan set.

02925.66 Pedestrian Push Buttons and Mount - Replace Section 02925.66, except the subsection number and title, with the following:

Pedestrian pushbuttons for installation at traffic signals shall be as follows:

Pedestrian push button system shall be a Polara iNavigator 2-Wire (iN2 SPS) Push Button Station (P/N: iN2-3-T-N-0-B) or approved equal. See the plans for additional details. The following components make up the push button system:

- (a) **Push Button Station (P/N: iN2 PBS)** - The main body with pushbutton for installation on the signal or pedestrian pole using 2-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 OR10-3R/L 5"x7.75" sign or approved equal.
- (d) **Interconnect Cables (iN3-CABLE-X)** - Pre-cut lengths (12 feet, 25 feet, or 50 feet) 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:

02926.54(c) Submittals - Replace the paragraph that begins "Within 21 Calendar Days..." with the following paragraph:

Within 21 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 begin LED luminaire installation before receiving written approval of submittals from the Engineer.

SECTION 03010 – FENCE MATERIALS

Comply with Section 03010 of the Standard Specifications modified as follows.

03010.30 Chain Link Fabric, Ties, and Tension Wires – Add the following bullet:

- Vinyl coated fabric shall be coated with a minimum of 7 mils of poly-vinyl chloride.

03010.50 Metal Fence Posts, Braces and Appurtenances for Chain Link Fence – Modify this subsection as follows:

03010.50(c)(1) Tubular Steel Posts – Add the following bullet after the last paragraph:

- All vinyl coated posts shall be coated with 10 to 15 mils of poly-vinyl chloride.

03010.50(c)(3) Fence Stays, Brace Guys and Wire Loops – Add the following bullet after the last paragraph:

- All vinyl coated fence stays, brace guys, and wire loops, and other miscellaneous wire shall be coated with 7 mils of poly-vinyl chloride.

SECTION 03020 - EROSION MATERIALS

Comply with Section 03020 of the Standard Specifications.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/12/2021

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).

| PRODUCER Elliott Powell Baden and Baker Inc. An ISU Network Member 1521 SW Salmon Street Portland OR 97205-1783 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Leeann Harmon</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (503) 227-1771</td> <td>FAX (A/C, No): (503) 274-7644</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: lharmon@epbb.com</td> </tr> </table> | CONTACT NAME: Leeann Harmon | | PHONE (A/C, No, Ext): (503) 227-1771 | FAX (A/C, No): (503) 274-7644 | E-MAIL ADDRESS: lharmon@epbb.com | | | | | | | | | |
|--|---|------------------------------------|--------|---|--------------------------------------|---|-------|------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|
| CONTACT NAME: Leeann Harmon | | | | | | | | | | | | | | | |
| PHONE (A/C, No, Ext): (503) 227-1771 | FAX (A/C, No): (503) 274-7644 | | | | | | | | | | | | | | |
| E-MAIL ADDRESS: lharmon@epbb.com | | | | | | | | | | | | | | | |
| INSURED Lyda Excavating, Inc. PO Box 365 13521 NW Main Street Banks OR 97106-9057 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Casualty Insurance Co.</td> <td style="text-align: center;">24074</td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Co.</td> <td style="text-align: center;">24082</td> </tr> <tr> <td>INSURER C: SAIF Corporation</td> <td style="text-align: center;">36196</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Ohio Casualty Insurance Co. | 24074 | INSURER B: Ohio Security Insurance Co. | 24082 | INSURER C: SAIF Corporation | 36196 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Ohio Casualty Insurance Co. | 24074 | | | | | | | | | | | | | | |
| INSURER B: Ohio Security Insurance Co. | 24082 | | | | | | | | | | | | | | |
| INSURER C: SAIF Corporation | 36196 | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 2020-21 **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 type="checkbox"/> LOC OTHER: | Y | Y | BKO60080925 | 08/02/2020 | 08/02/2021 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 15,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | MED EXP (Any one person) | \$ 15,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 15,000 | | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | Y | Y | BAS60080925 | 08/02/2020 | 08/02/2021 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| 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 | | | USO60080925 | 08/02/2020 | 08/02/2021 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ 1,000,000 | AGGREGATE | \$ 1,000,000 | | \$ | | | | | | | | |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 994005 | 03/01/2020 | 03/01/2021 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table> | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTHER | | E.L. EACH ACCIDENT | | \$ 500,000 | E.L. DISEASE - EA EMPLOYEE | | \$ 500,000 | E.L. DISEASE - POLICY LIMIT | | \$ 500,000 | | |
| <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTHER | | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | | \$ 500,000 | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | | \$ 500,000 | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | | \$ 500,000 | | | | | | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Attached policy forms CG 8810 04.13, CG 2037 04.13, CG 8870 12.08 and AC 8501 06.18.

Project #2021-07, D-Street Improvements Project

Certificate holder: Clackamas County and its officers, agents and employees, Clackamas County Board of Commissioners, Harper Houf Peterson Righellis, Inc. and its officers, agents, employees and subconsultants.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| Clackamas County Procurement Division 2051 Kaen Road Oregon City OR 97045 | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Leeann Harmon</i></p> |
|--|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

INDEX

| <u>SUBJECT</u> | <u>PAGE</u> |
|--|-------------|
| NON-OWNED AIRCRAFT | 2 |
| NON-OWNED WATERCRAFT | 2 |
| PROPERTY DAMAGE LIABILITY - ELEVATORS | 2 |
| EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) | 2 |
| MEDICAL PAYMENTS EXTENSION | 3 |
| EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B | 3 |
| ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT | 3 |
| PRIMARY AND NON-CONTRIBUTORY- ADDITIONAL INSURED EXTENSION | 5 |
| ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE" | 6 |
| WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS/MALPRACTICE AND WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES | 6 |
| NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES | 7 |
| FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES | 7 |
| KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT | 7 |
| LIBERALIZATION CLAUSE | 7 |
| BODILY INJURY REDEFINED | 7 |
| EXTENDED PROPERTY DAMAGE | 8 |
| WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU | 8 |

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:
 - a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **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** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** 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.

2. Paragraph **1.d.** is replaced by the following:

d. 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 **\$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



60060925

003229

221

of 204

79

- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. **Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions**.

2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "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:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) 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.

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement; or
 - b. 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.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



60060925

003229

221

of 204

81

b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(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. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form 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. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

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 or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)

VARIOUS

VARIOUS

PORTLAND, OR 97201

Location And Description Of Completed Operations

All persons or organizations who you are required to name as Additional Insured per written contract or agreement, prior to an "occurrence" or offense.

Any location and operation listed in such agreement.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.

of 204
34

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

| <u>SUBJECT</u> | <u>PROVISION NUMBER</u> |
|--|-------------------------|
| ACCIDENTAL AIRBAG DEPLOYMENT | 13 |
| ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT | 4 |
| AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS | 21 |
| AMENDED FELLOW EMPLOYEE EXCLUSION | 6 |
| AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE | 15 |
| BODILY INJURY REDEFINED | 25 |
| EMPLOYEES AS INSUREDS (Including Employee Hired Auto) | 3 |
| EXTRA EXPENSE - BROADENED COVERAGE | 11 |
| GLASS REPAIR - WAIVER OF DEDUCTIBLE | 17 |
| HIRED AUTO COVERAGE TERRITORY | 23 |
| HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto) | 7 |
| LOAN / LEASE GAP (Coverage Not Available In New York) | 16 |
| NEWLY FORMED OR ACQUIRED SUBSIDIARIES | 2 |
| PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE) | 18 |
| PERSONAL EFFECTS COVERAGE | 12 |
| PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE | 9 |
| PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM | 14 |
| PRIMARY AND NON-CONTRIBUTORY - WRITTEN CONTRACT OR WRITTEN AGREEMENT | 24 |
| RENTAL REIMBURSEMENT | 10 |
| SUPPLEMENTARY PAYMENTS | 5 |
| TOWING AND LABOR | 8 |
| TRAILERS - INCREASED LOAD CAPACITY | 1 |
| TWO OR MORE DEDUCTIBLES | 19 |
| UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS | 20 |
| WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US | 22 |

SECTION I - COVERED AUTOS is amended as follows:

1. TRAILERS - INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1. Certain Trailers, Mobile Equipment And Temporary Substitute Autos** of **SECTION I - COVERED AUTOS**:

"Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

SECTION II - LIABILITY COVERAGE is amended as follows:

2. NEWLY FORMED OR ACQUIRED SUBSIDIARIES

SECTION II - LIABILITY COVERAGE, Paragraph A.1. - Who Is An Insured is amended to include the following as an "insured":

d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

- (1) Is a partnership or joint venture; or
- (2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or
- (3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision d. does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

3. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

4. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

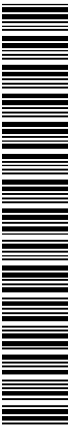
- (1) Only with respect to the operation, maintenance or use of a covered "auto";
- (2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and
- (3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 24, this policy is excess over any other collectible insurance.

5. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



60060925

002907

221

of 78

35

6. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

7. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

8. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

9. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

10. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.
- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **12.B**.

11. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

12. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

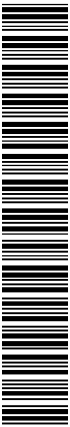
For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

13. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.



60060925

002907

221

of 78

37

14. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

15. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph a. of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions 4.c. and 4.d. do not apply to:

- a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:
 - (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
 - (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
 - (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.

16. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph C. Limit Of Insurance of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

- 1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
- 2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

of 78
38

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

17. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

18. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

19. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

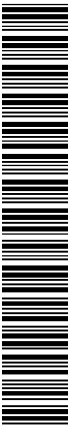
SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV- BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.



60060925

002907

221

of 78

39

21. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
- (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insureds" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

22. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

23. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

24. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

25. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT
(PER PROJECT)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.



221

of 204

85