

**CONSTRUCTION SERVICES  
N. HILL RD BRIDGE MAINTENANCE PROJECT  
PW25004CON**

THIS CONTRACT is made and entered into by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its PUBLIC WORKS, hereinafter referred to as the “County”, and **Bent LLC**, an Oregon limited liability company whose Federal Employer Identification No. is **81-2600334**, hereinafter referred to as the “Contractor”.

**RECITALS**

WHEREAS, The County requires the services of a construction services contractor for the N. HILL RD BRIDGE MAINTENANCE PROJECT (the “Project”); and

WHEREAS, The Contractor possesses the knowledge, qualifications, and experience to perform the work required for, the Project; and

WHEREAS, A procurement of the construction services described herein was done in compliance with ORS 279C and YCR Division 49; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

**AGREEMENT**

1. **COMMENCEMENT AND COMPLETION DATE.** This Contract shall become effective, and the Work required hereunder shall commence, upon the County’s issuance of a *Notice to Proceed*. The Work must be completed no later than **June 30<sup>th</sup>, 2026**, unless the deadline is extended or otherwise modified pursuant to Section 8.
  - a. **Penalty For Failure to Meet Deadline.** The parties agree that the County has a substantial interest in the timely completion of the Project and all Work to be performed under this Contract in accordance with the agreed upon schedule. However, the parties agree that the damages to be anticipated from the failure of the Contractor to complete Work under this Contract in the specified time are uncertain and difficult to establish. The parties therefore desire to liquidate the County’s damages for the Contractor’s failure to complete the Project and all Work on time. The parties therefore agree that the Contractor is liable for and shall pay as liquidated damages to the County the sum of **\$500.00** per day for each calendar day to commence on the first calendar day after the required completion date under this Contract and to continue after each and every calendar day until all work is satisfactorily completed as specified in the Contract Documents.
2. **CONSIDERATION.** As consideration for the performance of all terms and conditions set forth in this Contract, the County shall pay the Contractor a sum not to exceed **\$176,675.00** The County shall make payment upon receipt and acceptance of the services as invoiced by the Contractor. The County shall pay invoices within thirty (30) days after an invoice has been received and approved by the authorized a County representative.

- a. The compensation provided herein shall be exclusive, and the County shall neither pay nor provide Contractor with any fringe benefits, including, but not limited to, retirement, health insurance, workers' compensation insurance, unemployment insurance, or sick leave. No additional compensation or alternate form thereof shall be payable by the County to the Contractor for any purpose whatsoever unless otherwise agreed in writing. The Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes and any other taxes or assessments imposed by any governmental body incurred by reason of the County's payment of compensation hereunder to Contractor.

3. **WORK TO BE PERFORMED BY THE CONTRACTOR.** The Contractor agrees to perform, to the satisfaction of the County, the Work as detailed in the Project's design, plans, and specifications (the "Contract Documents"), attached hereto as **Exhibit A** and incorporated by this reference herein. "Work" means the construction and any related services required by or reasonably inferred from the Contract Documents, whether completed or partially completed, including (except as otherwise expressly stated in this Contract) all other labor, materials, equipment, tools, permits, fees, licenses, facilities, taxes, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to fulfill the Contractor's duties herein within the term of the Contract.

- a. Additional Work Obligations. Additional Work obligations of the Contractor include the following:
  - i. The Contractor shall obtain and pay for all necessary permits and licenses, except for those specifically excluded in the Contract Documents, including, but not limited to, permits and licenses required for the construction of the Work, for temporary obstructions, enclosures, opening of streets for pipes, walls, utilities, environmental work, and others as required for the Project. The Contractor shall be responsible for all violations of the law in connection with the construction or caused by obstructing streets, sidewalks or otherwise. The Contractor shall give all requisite notices to public authorities. The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent or other proprietary rights and save harmless and blameless from loss, on account thereof, Yamhill County, and its departments, divisions, members and employees.
  - ii. The Contractor shall keep on the Project site, during the progress of the Work, a competent superintendent and any necessary assistants who shall be satisfactory to the County and who shall represent the Contractor on the site. Directions given to the superintendent by the County's authorized representative shall be confirmed in writing provided to the Contractor by the County.
  - iii. The Contractor shall prepare, review for compliance with the Contract Documents, approve, and submit to the County drawings, product data, samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the County or of separate contractors.
  - iv. The Contractor shall confine equipment, storage of materials, and operation of Work to the limits indicated by Contract Documents, law, ordinances, permits, or directions of the County's authorized representative. The

Contractor shall follow the County's authorized representative's instructions regarding use of premises, if any.

- v. In addition to abiding by the terms and conditions stated herein, the Contractor shall abide by and conform to all obligations asserted by the Contractor in their solicitation response, attached hereto as **Exhibit B** and incorporated herein. If any discrepancy exists between a provision in this Contract and a provision in **Exhibit B**, the provisions of this Contract shall prevail.

4. **WARRANTY OF WORK.** Neither the final payment nor any provision of the Contract Documents shall relieve the Contractor from responsibility for defective Work and, unless a longer period is specified, the Contractor shall correct all defects that appear in the Work within a period of one year from the date of issuance of the written notice of Substantial Completion by the County, except for latent defects which will be remedied by the Contractor at any time they become apparent. The County shall give the Contractor notice of defects with reasonable promptness. The Contractor shall perform such warranty work within a reasonable time after the County's demand. If the Contractor fails to complete the warranty work within such period as the County determines reasonable, or at any time in the event of warranty work consisting of emergency repairs, the County may perform such work and the Contractor shall reimburse the County all costs of the same within ten (10) days after demand without affecting the Contractor's obligations.
5. **INDEPENDENT CONTRACTOR.** This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Contractor.
6. **THE COUNTY'S RESPONSIBILITIES.**
  - a. GREG HAFFNER is the "Project Supervisor" for the County. The County shall provide contract administrative services for the Project through the Project Supervisor. The Project Supervisor may engage and delegate authority to such additional staff and professional and technical consultants as the County deems necessary to assist in performing its administrative tasks. The Contractor shall direct all Project communications to the County in accordance with the Contract Documents, or as the County directs in writing.
  - b. The Project Supervisor, and any designee, shall have free access to the Work and the job site at all times. The Contractor shall not carry-on Work except with the

knowledge of the County and its Project Supervisor. The County may require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Inspection or observation of Work shall not relieve the Contractor from any obligations herein. The Project Supervisor, and any designee, has authority to reject or accept any Work that does not conform to the Contract Documents.

- c. Except for those permits and fees that are the Contractor's responsibility under the Contract Documents, the County shall secure and pay for all other necessary approvals, easements, assessments, and charges required to complete the Work.

7. SUBCONTRACTORS.

- a. The County reserves the right to reject any subcontractor proposed that was not included in the Contractor's quote. Further, the Contractor shall not retain a subcontractor to which the County has a reasonable objection.
- b. The Contractor shall pay all subcontractors as required by the Contractor's contracts with those subcontractors. The Contractor agrees that the County has no direct or indirect contractual obligation or other legal duty whatsoever to pay the subcontractors of the Contractor or otherwise ensure that the Contractor makes full and timely payment to those subcontractors for services performed on the Project.
- c. The Contractor covenants and agrees to bind any and all subcontractor(s) for performance of Work under this Contract. Any reference to the Contractor herein shall include any and all subcontractor(s) ad infinitum.

8. CONTRACT MODIFICATIONS. Unless otherwise stipulated in the Contract Documents attached hereto, the County may modify this Contract as follows:

- a. Minor Changes in the Work. The County may, at its discretion, issue a "Field Order" or "Supplemental Instructions" authorizing minor changes in the Work performed under the Project, so long as the changes do not involve adjustment to the Contract sum or the Contract time. These minor changes may include details to clarify the work to be performed. Via e-mail or letter, the Contractor must acknowledge receipt of instruction authorizing minor changes in the Work and incorporate these changes in the as-built drawings.
- b. Change Order Procedures. Either the County or the Contractor may initiate a request for proposed changes in Work to be performed under the Project via a "Change Order." For all proposed changes, a Change Order form must be used to record the proposed changes to the Project. The Change Order must contain a description of all changes in work, a detailed accounting of the proposed change in total cost, and an outline of any changes in the Project's schedule. The Contractor must then sign form and submit it to the County for final approval and authorization.
- c. Amendments. This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and the Yamhill County Public Contracting Rules. For anticipated amendments, this Contract may be amended only in accordance with and to the extent provided in the original solicitation document. No amendment shall bind either party unless in writing and signed by both parties.

9. COMPLIANCE WITH ORS 279B.220. For all services provided under this Contract, the Contractor shall: (i) pay promptly, as due, all persons supplying labor or material; (ii) pay all contributions or amounts due the Industrial Accident Fund from the Contractor or any subcontractor; (iii) not permit any lien or claim to be filed or prosecuted against the County

or any subdivision thereof; and (iv) pay to the State of Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If the Contractor does not pay promptly any claim that is due for the services furnished to the Contractor by any subcontractor in connection with this Contract, the County may pay such claim and charge that payment against any payment due to the Contractor under this Contract. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

10. HOURS OF LABOR; COMPLIANCE WITH PAY EQUITY PROVISIONS.

- a. Pursuant to ORS 279B.235(3), the Contractor shall pay the Contractor's employees who perform work under this Contract at least time and a half for all overtime in excess of 40 hours a week, and for work performed on any legal holiday as specified in ORS 279B.020, except for employees who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.
- b. Pursuant to ORS 279B.235(1)(b), the Contractor shall comply with the prohibition set forth in ORS 652.220. Such compliance is a material element of this Contract and failure to comply is a breach that entitles the County to terminate the Contract for cause.
- c. Pursuant to ORS 279B.235(1)(c), the Contractor shall not prohibit any of the Contractor's employees from discussing the employee's rate of wage, salary, benefits or other compensation with another employee or another person and may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits or other compensation with another employee or another person.
- d. Pursuant to ORS 279B.235(5)(b), the Contractor shall notify, in writing, any person employed by the Contractor under this Contract, either at the time of hire or before work begins on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the Contractor may require the employees to work.

11. WORKERS' COMPENSATION. If the Contractor is a subject employer for workers' compensation or unemployment insurance purposes, Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.

12. COMPLIANCE WITH LAWS. The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation.

13. COMPLIANCE WITH PROCUREMENT STATUTES. The Contractor shall comply with the following statutory regulations pertaining to public construction contracts:
- a. The Contractor shall make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in this Contract. ORS 279C.505(1)(a).
  - b. The Contractor shall pay all contributions or amounts due the Industrial Accident Fund from the Contractor or first-tier subcontractor incurred in the performance of this Contract. ORS 279C.505(1)(b).
  - c. The Contractor shall not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. ORS 279C.505(1)(c).
  - d. The Contractor shall pay to the Department of Revenue all sums withheld from employees under ORS 316.617. ORS 279C.505(1)(d).
  - e. The Contractor shall demonstrate upon request that an employee drug testing program is in place. ORS 279C.505(2).
  - f. The Contractor shall salvage or recycle construction and demolition debris if feasible and cost effective. In contracts for lawn and landscape maintenance, the Contractor shall compost or mulch yard waste material at an approved site if feasible and cost-effective. ORS 279C.510(1).
  - g. The Contractor and any subcontractor shall promptly pay, as due, all persons supplying labor and services furnished to the Contractor or first-tier subcontractor by any person in connection with this Contract as the claim becomes due. If the Contractor or subcontractor fails to pay any such claim, the County may pay the claim and charge the payment against the funds due or to become due the Contractor by reason of the Contract. ORS 279C.515(1).
  - h. The Contractor and/or any first-tier subcontractor shall make payment to any person furnish labor or materials in connection with this Contract within 30 days after receipt of payment from the County or the Contractor. The Contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the Contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the Contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived. ORS 279C.515(2).
  - i. The Contractor or any subcontractor shall make payment to any person furnishing labor or materials in connection with this Contract. The person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. ORS 279C.515(3).
  - j. The Contractor and any subcontractor shall comply with all applicable provisions of federal, state or local statutes, ordinances and regulations dealing with the prevention of environmental pollution and the preservation of natural resources that affect the Work under the Contract. ORS 279C.525.
  - k. The Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services, or

the needed care and attention incident to sickness or injury, to the employees of the Contract, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services, pursuant to ORS 279C.530(1).

- l. If the Contractor is a subject employer, the Contractor shall comply with ORS 656.017. ORS 279C.530(2).
- m. No person shall be employed by the Contractor for more than ten hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases the laborer shall be paid at least time-and-a-half pay for all overtime in excess of 40 hours a week and for Work performed on any legal holiday specified in ORS 279C.540.
- n. The Contractor shall comply with maximum hours of work, holidays and overtime per ORS 279C.540 and time limit on claims for overtime per ORS 279C.545.
- o. The Contractor shall comply with ORS 279C.550 through 279C.570 regarding withholding of retainage. The withholding of retainage by the Contractor shall be in accordance with ORS 701.420 and 701.430.
- p. The Contractor shall comply with ORS 279C.570 regarding prompt payment, progress payments, and rate of interest.
- q. The Contractor shall include in each subcontract for property or services entered into by the Contractor and a first-tier subcontractor, including a material supplier, for the purpose of performing a construction contract: (i) a payment clause that obligates the Contractor to pay the first-tier subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the Contractor by the County; and (ii) an interest penalty clause that obligates the Contractor, if payment is not made within 30 days after receipt of payment from the contracting agency, to pay to the first-tier subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract. These clauses must also be included in each of the Contractor's subcontracts and in each of the first-tier subcontractor's subcontracts and each of the first-tier subcontractor's, subcontractors shall include these clauses in their subcontracts with each lower-tier subcontractor or supplier. ORS 279C.580.
- r. The Contractor and any subcontractor shall comply with ORS 279C.605 regarding Notice of Claim.
- s. The Contractor shall not discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business, in the awarding of subcontracts. ORS 279A.110
- t. Unless contrary to federal law, the Contractor shall not accept a bid from Subcontractors to perform Work as described in ORS 701.005 under this Contract unless such subcontractors are registered with the Construction Contractors Board in accordance with ORS 701.035 to 701.055 at the time they submit their bids to the Contractor.
- u. Unless contrary to federal law, the Contractor shall certify that each landscape contractor, as defined in ORS 671.520(2), performing Work under this Contract holds a valid landscape contractor's license issued pursuant to ORS 671.560.
- v. The following notice is applicable to contractors who perform excavation work:  
*ATTENTION: Oregon law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-*

001-0010 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503)232-1987.

14. PREVAILING WAGE REGULATIONS.

- a. This Contract is subject to the following Bureau of Labor and Industries (BOLI) wage requirements and the prevailing wages rates set forth in the following booklet, as amended, which is incorporated herein by reference with the same force and effect as though fully set forth herein, and is available at the following web link:  
[http://www.oregon.gov/boli/WHD/PWR/Pages/pwr\\_state.aspx](http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx)
  - Prevailing Wage Rates for Public Works Contracts in Oregon issued January 2024.
  - Prevailing Wage Rates Apprenticeship Rates issued January 2024.
- b. The Contractor shall provide the County with a copy of the certified payroll weekly for recording purposes. ORS 279C.860; OAR 839-025-0010
- c. The Contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2); OAR 839-025-0020(e)
- d. Workers employed under this Contract shall be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- e. If the project is subject to both the state prevailing wage rate law and the federal Davis-Bacon Act, the Contractor shall pay the higher of the applicable state or federal prevailing rate of wage. ORS 279C.830(1)(b); OAR 839-025-0020(4)(c)
- f. If the Contractor fails to pay for labor and services, the County can pay for them and withhold these amounts from payments to the Contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- g. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- h. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
- i. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the Contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- j. The Contractor must include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)
- k. The Contractor shall certify that all subcontractors performing work described in ORS 701.005(2) will be registered with the Construction Contractors Board or licensed by the State Landscape Contractors Board in accordance with ORS 701.035 to 701.055 before the subcontractors commence work under the Contract.

15. RETAINAGE BY THE COUNTY. The County may reserve as retainage from any progress payment an amount not to exceed five (5) percent of the payment. As Work progresses, the County may reduce the amount of the retainage and may eliminate retainage on any remaining monthly Contract payments after 50 percent of the Work under the Contract is completed if, in the County's opinion, such Work is progressing satisfactorily. Any retainage reserved by the County shall be withheld and released in accordance with ORS 279C.550 to 279C.580.

- a. If the Contract exceeds \$500,000, the County may place amounts deducted as retainage into an interest-bearing escrow account, and if it does, any interest on the retainage amount will be paid to the Contractor. In accordance with ORS 279C.5570(2), such interest shall accrue from the date the payment request is approved by the County until the date the retainage is paid to the Contractor to which it is due.
16. **INDEMNIFICATION.** The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the Contractor in connection with the performance of any services required hereunder. The Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.
- a. Environmental Contamination. The Contractor will be held responsible for and shall indemnify, defend (with counsel of the County's choice) and hold harmless the County from and against any costs, expenses, damages, claims, and causes of action, including attorney fees, or any of them, resulting from all spills, releases, discharges, leaks and disposal of environmental pollution, including storage, transportation, and handling during the performance of the Contract which occur as a result of, or are contributed to, the negligence or actions of Contractor or its personnel, agents, or subcontractors or any failure to perform in accordance with the Contract Documents, except to the extent otherwise void under ORS 30.140.
17. **RISK OF LOSS.** The risk of loss or damage to the subject matter of this Contract arising from any cause whatsoever, including acts of God, shall be upon the Contractor until such time as the County has accepted the work and services as provided in this Contract.
18. **INSURANCE.** The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
- a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, covering all activities and operations of the Contractor;
  - b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$2,000,000 and an aggregate limit of not less than \$4,000,000, for all owned, non-owned, and hired vehicles used in the performance of the services required hereunder; and
  - c. Additional Insurance Requirements:
    - i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
    - ii. Insurance coverage shall apply on a primary and non-contributory basis.
    - iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is

authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

19. **BONDS REQUIRED.**

- a. Performance and Payment Security. The Contractor shall furnish bonds issued by a surety approved by the County covering faithful performance of this Contract and payment of obligations arising thereunder. The cost of the bonds shall be equal to 100 percent of the Contract's total not-to-exceed amount. The Contractor shall deliver the required bonds to the County not later than the date of execution of the Contract, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the County that such bonds will be furnished. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- b. Public Works Bond. Throughout the term of the Contract, the Contractor shall have on file with the Construction Contractors Board a public works bond in compliance with ORS 279C.836 and OAR 839-025-0015, unless otherwise exempt under those provisions. The Contractor shall also include in every subcontract a provision requiring a 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 the subcontractor to start Work.

20. **TERMINATION.**

- a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. By the termination date, the Contractor shall provide the County with immediate and peaceful possession of the Project site. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. County's Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:

- i. The Contractor breaches any of the provisions of this Contract;
    - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
    - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or
    - iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
  - c. Contractor's Termination for Cause. The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.
21. **FORCE MAJEURE**. Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.
22. **ASSIGNMENT; DELEGATION; SUCCESSOR**. The Contractor shall not assign, delegate, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
23. **GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES**. This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's own attorney fees, costs, and disbursements at all times including appeals.
24. **RECORDS**. The Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles. In addition, the Contractor shall maintain any other records pertinent to this Contract in such a manner as to clearly

document the Contractor's performance hereunder. The Contractor acknowledges and agrees that the County, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Contract for the purpose of performing audits and examinations and making transcripts and excerpts. All such fiscal records and pertinent documents shall be retained by the Contractor for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

25. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

County: PUBLIC WORKS  
ATTN: GREG HAFFNER  
2060 NE LAFAYETTE AVE  
McMinnville, Oregon 97128  
HAFFNERG@YAMHILLCOUNTY.GOV

Contractor: BENT LLC.  
ATTN: BEN HURLIMAN  
P.O. BOX 66  
SCOI, OR 97374  
BENH@BENTCONST.COM

26. FOREIGN CONTRACTOR. If the Contractor is not domiciled in or registered to do business in the State of Oregon, the Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this Contract. The County shall withhold final payment under this Contract until the Contractor has met this requirement.
27. TAX CERTIFICATION. The Contractor hereby certifies that it is not in violation of any Oregon Tax Laws and that it shall continue to comply with Oregon Tax Laws during the term of this Contract. Pursuant to ORS 279B.045, the Contractor's failure to comply with the Oregon Tax Laws is considered a default for which the County may terminate the Contract and seek damages and other relief as available. For purposes of this certification, "Oregon Tax Laws" means those programs listed in ORS 305.380(4).
28. WAIVER. The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
29. ENTIRE AGREEMENT. This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings,

agreements, or representations, oral or written, not specified herein regarding this agreement.

30. COUNTERPARTS. This Contract and any subsequent amendments may be executed in any number of counterparts (including by facsimile, PDF, or other electronic transmission), each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one agreement binding on all parties.
31. SEVERABILITY. If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
32. SURVIVAL. All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Contract on the date indicated by their duly authorized officials.

**CONTRACTOR**

**YAMHILL COUNTY**

Dak Soren  
Signature

Kit Johnston  
Chair, KIT JOHNSTON

Dak Sorensen  
Name (printed)

Mary Starrett  
Commissioner, MARY STARRETT

Member  
Title

David King  
Commissioner, DAVID "Bubba" KING

11-3-25  
Date

12/18/2025  
Date

APPROVED AS TO FORM:

By: Christian Boenisch  
CHRISTIAN BOENISCH  
COUNTY COUNSEL

APPROVED AS TO CONTENT:

By: Mark Lago  
MARK LAGO,  
PUBLIC WORKS DIRECTOR

Approved by the Yamhill County Board of  
Commissioners on 12/18/2025  
via Board Order 25-407

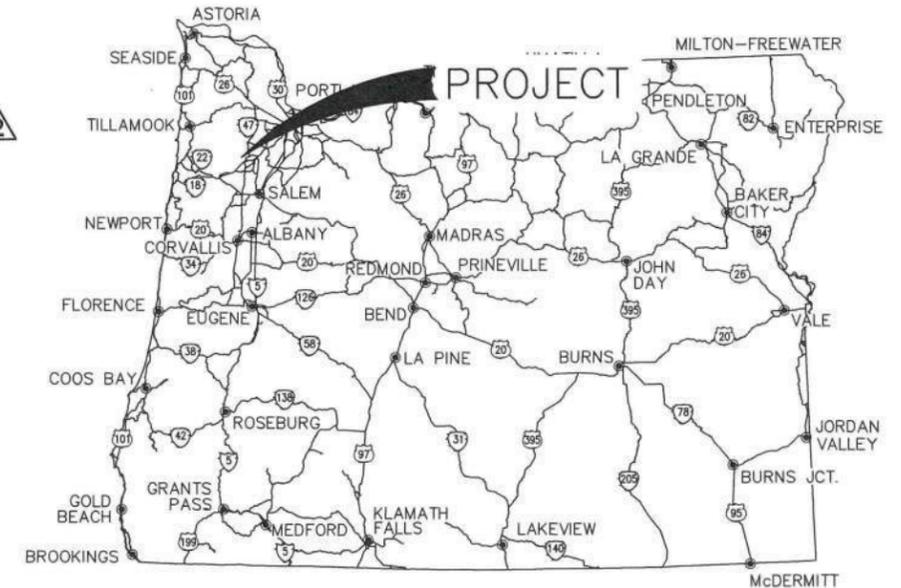
# EXHIBIT H

# North Hill Rd. over Panther Creek

## Yamhill County - Public Works

### GENERAL NOTES

- 1) Workmanship and materials shall conform to ODOT "Standard Specifications for Highway Construction," 2021 Edition.
- 2) Materials called out as "Owner Supplied" or marked with an \*O\* will be supplied by the owner. Materials not designated as such shall be provided by the contractor. Owner supplied materials will be available for pick up at Yamhill County Public Works, 2060 Lafayette Ave., McMinnville, Oregon.
- 3) Steel sheet piling shall be fabricated in accordance with ASTM A857 from steel meeting the requirements of ASTM A1011, Grade 30 and have the following minimum section properties:  
 Section Modulus = 2.90 in.<sup>3</sup>/ft.  
 Moment of Inertia = 5.0 in.<sup>4</sup>/ft.  
 Sheets shall be hot-dipped galvanized or after fabrication.  
 Butt splice sheet piles at timber pile locations or lap splice at least one pile bay length.  
 Field repair all damaged galvanized coatings with cold galvanizing spray.  
 Sheet Piles and hot-dip galvanizing of sheet piles is Owner Supplied.
- 4) Structural steel shall meet the following material requirements:  
 Angles & Plates ASTM A572 Gr. 50  
 Bolts ASTM F3125 Grade A325 (galvanized)  
 Lag Bolts ASTM A307 Grade A (galvanized)  
 Channels ASTM A36 or better (galvanized) (Owner Supplied)  
 Washers ASTM F436 (galvanized)  
 HP Members ASTM A572 (Beams are Owner Supplied, Contractor shall provide and install stiffeners)  
 Field repair all damaged galvanized coatings with cold galvanizing spray.
- 5) Backfill material shall be reused suitable site material, or granular backfill. County representative to determine if existing material is suitable.
- 6) Contractor to locate and protect utilities in accordance with OAR 952-001-0010 through OAR 952-001-0090.
- 7) Elevations and contours are derived from the 2010 Oregon DOGAMI Lidar from the Yambo Study Area. Elevations are referenced to NAVD88.
- 8) Contractor to field verify existing geometry prior to fabrication.
- 9) Welding shall be performed by certified welders according to provisions of AWS D1.1, with the exception that no special inspection shall be required during welding procedures. Use E70 electrodes. All welds not called out shall be 1/4" fillet welds.
- 10) The bridge weight must be relieved from each bent to replace the cap beams. The temporary support system shall utilize the existing bridge and roadway only. Temporary piling cannot be driven into the waterway. Contractor shall provide a stamped engineered design and drawings of the proposed bridge support system, from a currently licensed registered professional engineer in the state of Oregon. This design shall be approved by the Yamhill County Engineering Consultant. Estimated unfactored Dead Load reactions are provided as minimum requirements for the proposed lifting plan. Contractor is responsible for including any other loads expected during construction.  
 End Bent: DL = 48 kips  
 Interior Bent: DL = 96 kips
- 11) The bridge shall be closed to traffic during construction. Contractor shall coordinate traffic control with Yamhill County Public Works. Yamhill County will provide and install all road detour and closure barricades.



### SHEET LIST TABLE

Sheet Title	Sheet Number
Title Sheet & General Notes	1
Site Plan	2
Existing Plan & Elevation	3
Bent 1 Repair	4
Bent 6 Repair	5
Typical Bent Cap Replacement	6
Cap Details	7
Alternate Cap Details	8

Rev	Description	By	Date
1	Added OHW	DJO	2/10/2023
2	General Revisions	DJO	10/8/2025

**McGee Engineering Inc.**  
 P.O. Box 1067  
 Corvallis, OR 97339  
 Phone: (541) 757-1270  
 Fax: (541) 758-6585

Measures one inch on original drawing.  
 Adjust scales accordingly.

REGISTERED PROFESSIONAL ENGINEER  
 72565PE

OREGON  
 DECEMBER 31, 2007  
 ALEXANDER J. DUNN

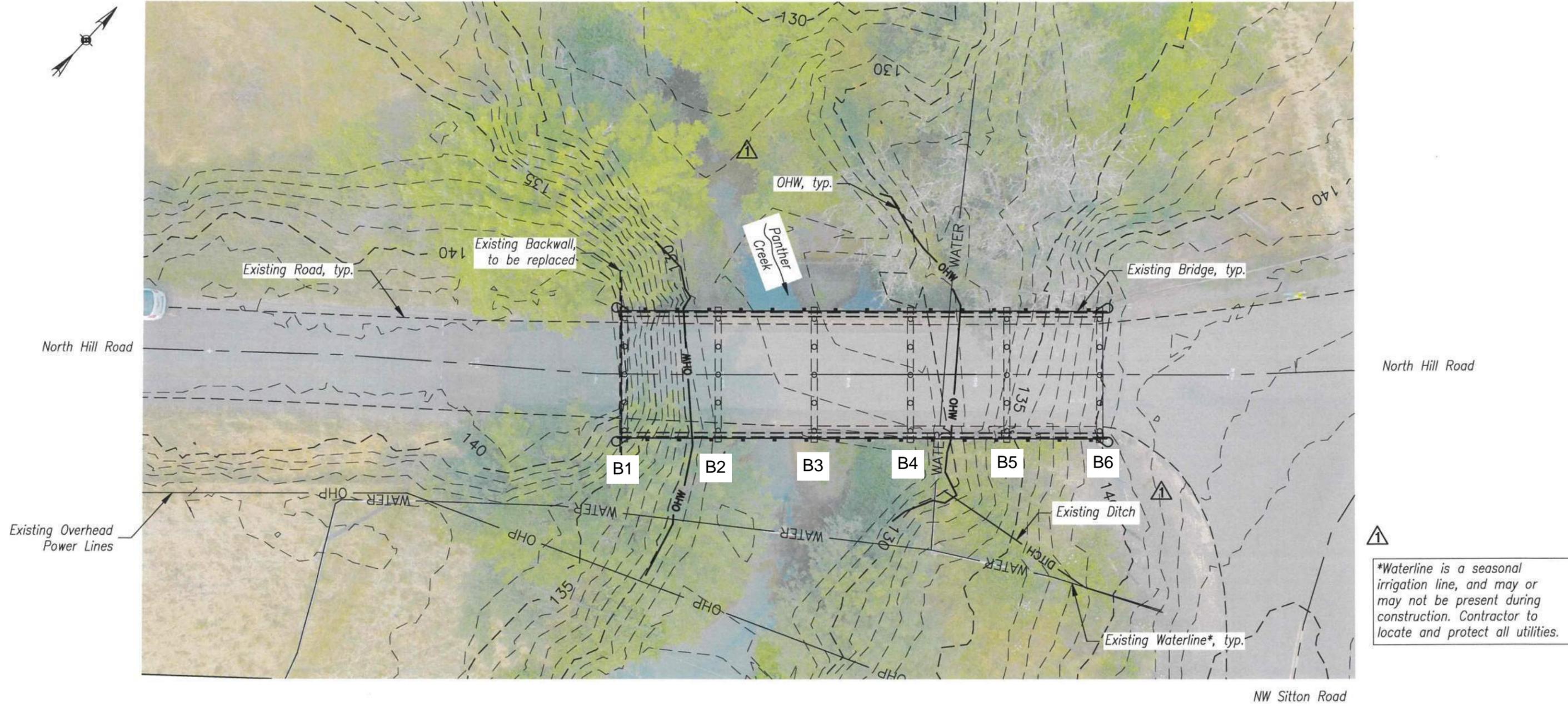
Renewal: 12/31/2025

**Yamhill County - Public Works**

North Hill Rd. over Panther Creek  
 BR 11849

Title Sheet & General Notes

Designed: D. Ojua Date: 10/15/2021  
 Checked: A. Dunn Sheet 1 of 7



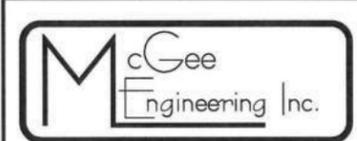
⚠️  
 \*Waterline is a seasonal irrigation line, and may or may not be present during construction. Contractor to locate and protect all utilities.

Plan  
 Scale: 1" = 20'

Note:  
 Ordinary High Water is based on a field survey performed on 1-10-2023, by AKS Engineering & Forestry, LLC. Survey data was transformed to an arbitrary local coordinate system.



Rev	Description	By	Date
⚠️	Added OHW	DJO	2/10/2023



P.O. Box 1067  
 Corvallis, OR 97339  
 Phone: (541) 757-1270  
 Fax: (541) 758-6585

Measures one inch on original drawing.  
 Adjust scales accordingly.



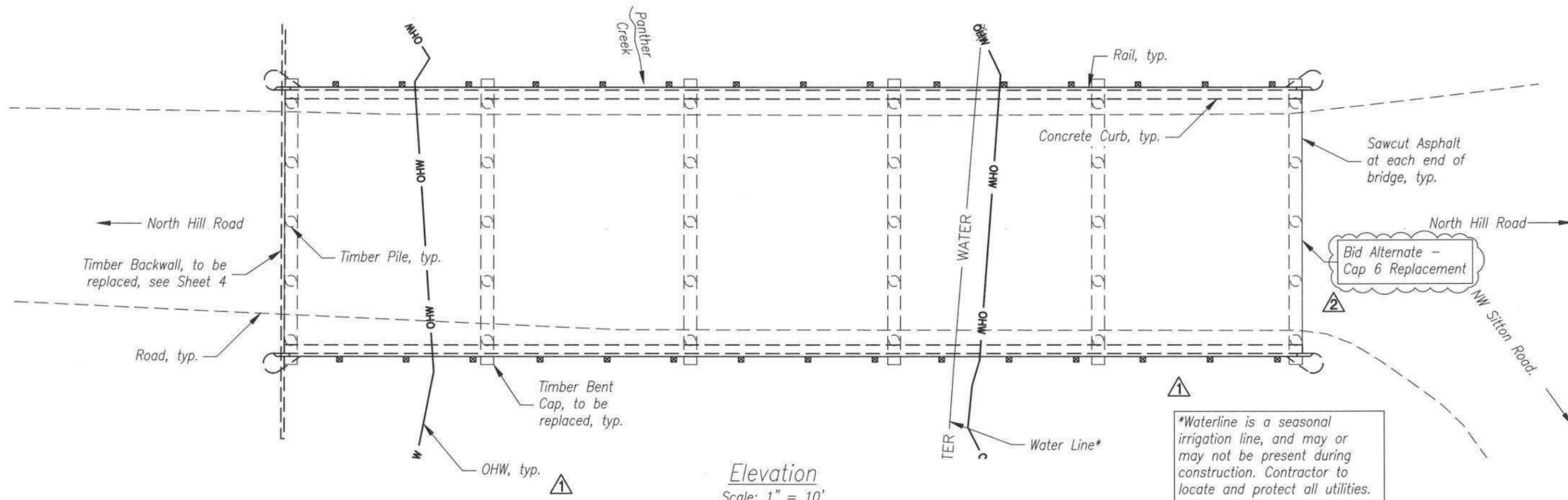
Renewal: 12/31/2025

Yamhill County - Public Works

North Hill Rd. over Panther Creek  
 BR 11849

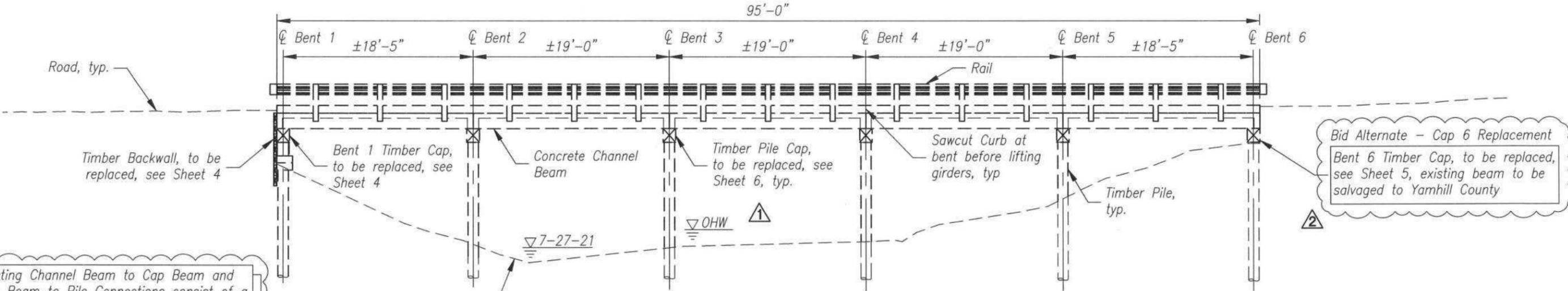
Site Plan

Designed: D. Ojua	Date: 10/15/2021
Checked: A. Dunn	Sheet 2 of 7



Elevation  
Scale: 1" = 10'

\*Waterline is a seasonal irrigation line, and may or may not be present during construction. Contractor to locate and protect all utilities.



Elevation  
Scale: 1" = 10'

Existing Channel Beam to Cap Beam and Cap Beam to Pile Connections consist of a mixture of straps, through-bolts, drift pins and lag screws. Remove existing connections as required to replace cap beams.

Note:  
Ordinary High Water is based on a field survey performed on 1-10-2023, by AKS Engineering & Forestry, LLC. Survey data was transformed to an arbitrary local coordinate system.

Rev	Description	By	Date
1	Added OHW	DJO	2/10/2023
2	General Revisions	DJO	10/8/2025

**McGee Engineering Inc.**  
P.O. Box 1067  
Corvallis, OR 97339  
Phone: (541) 757-1270  
Fax: (541) 758-6585

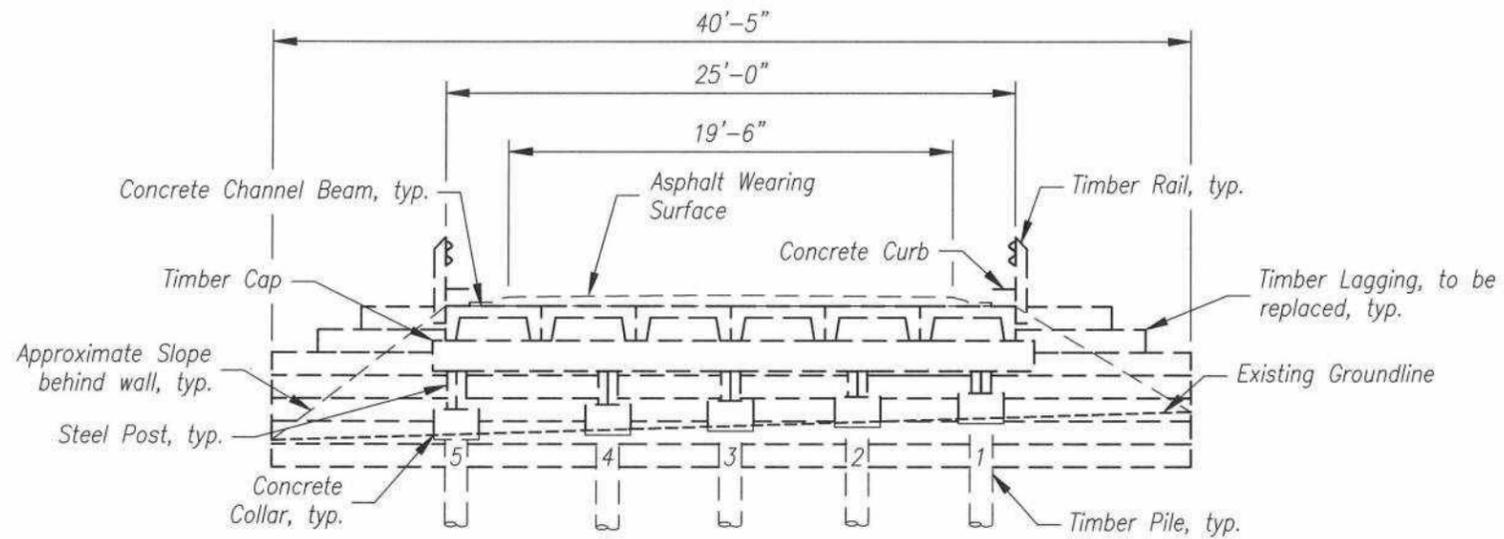
Measures one inch on original drawing. Adjust scales accordingly.

REGISTERED PROFESSIONAL ENGINEER  
72566PE  
ALEXANDER J. DUNN  
OREGON  
DECEMBER 31, 2007  
Renewal: 12/31/2025

**Yamhill County - Public Works**  
North Hill Rd. over Panther Creek  
BR 11849

Existing Plan & Elevation

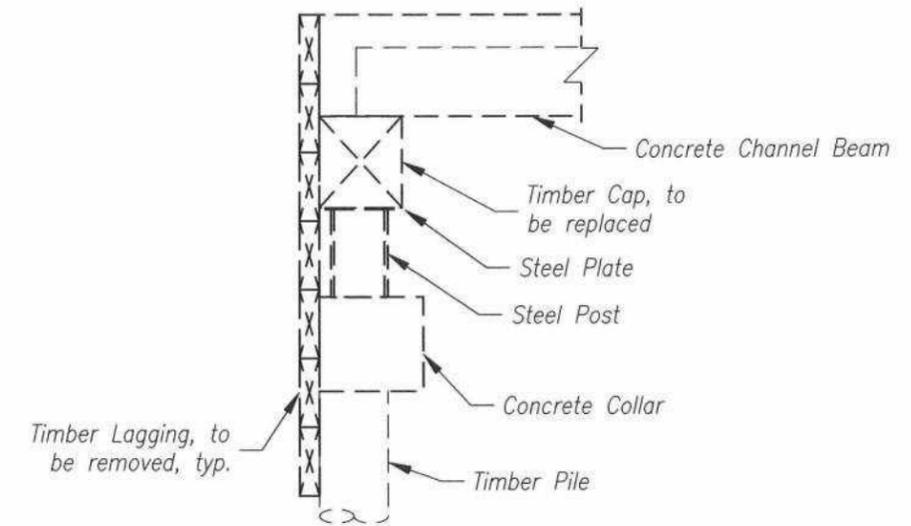
Designed: D. Ojua Date: 10/15/2021  
Checked: A. Dunn Sheet 3 of 7



Bent 1 Elevation - Existing Conditions

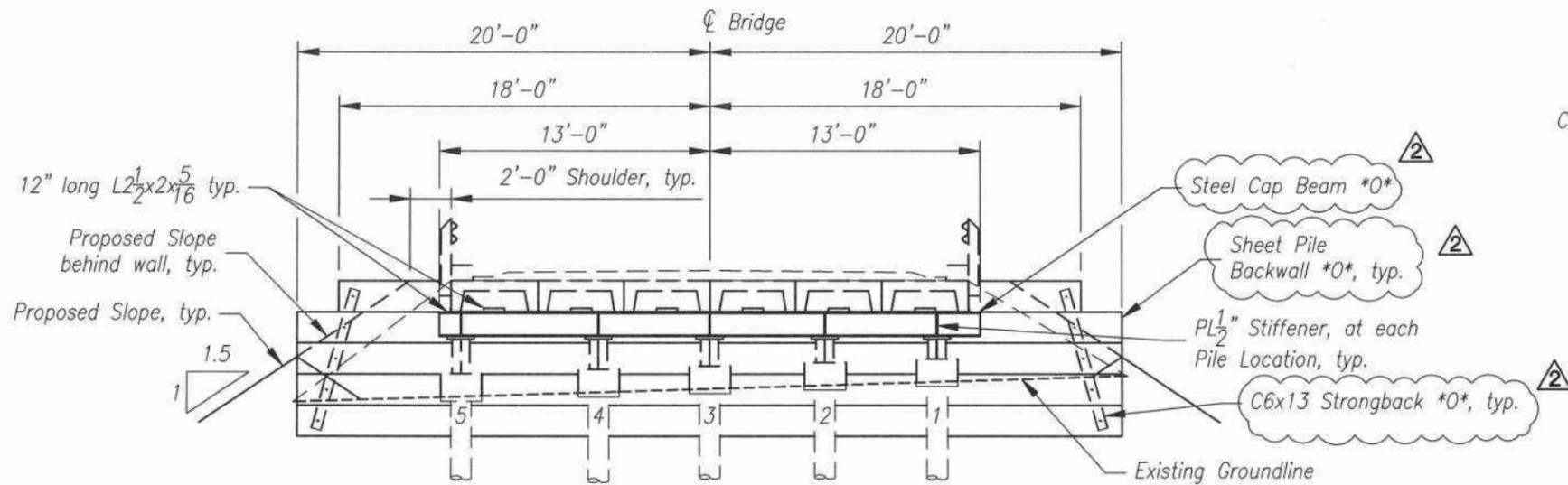
Scale: 1/8" = 1'-0"

(Looking back from Bent 2)



Bent 1 Section - Existing Conditions

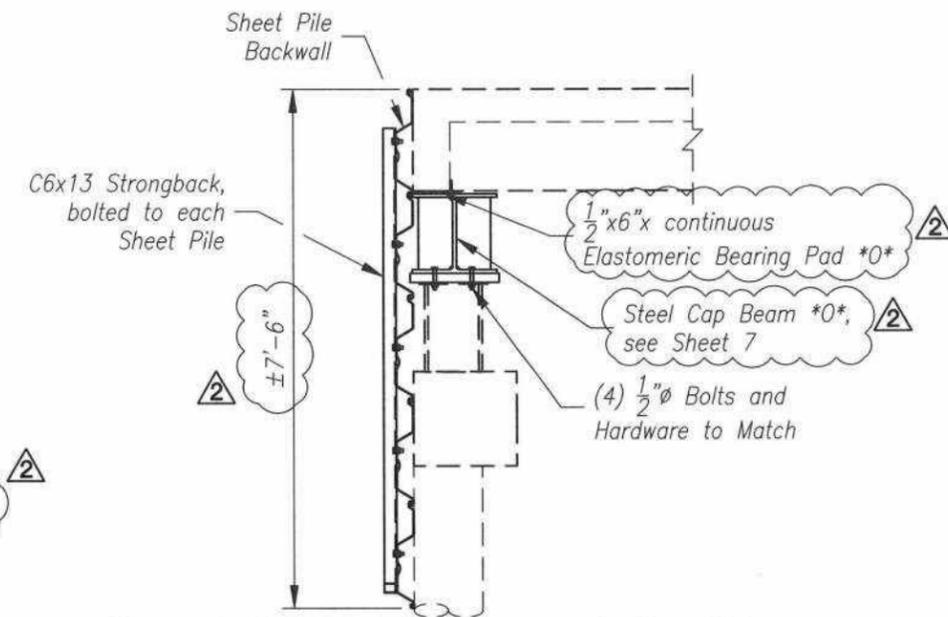
Scale: 3/8" = 1'-0"



Bent 1 Elevation - Proposed Conditions

Scale: 1/8" = 1'-0"

(Looking back from Bent 2)



Bent 1 Section - Proposed Conditions

Scale: 3/8" = 1'-0"

Rev	Description	By	Date
2	General Revisions	DJO	10/8/2025

**McGee Engineering Inc.**  
P.O. Box 1067  
Corvallis, OR 97339  
Phone: (541) 757-1270  
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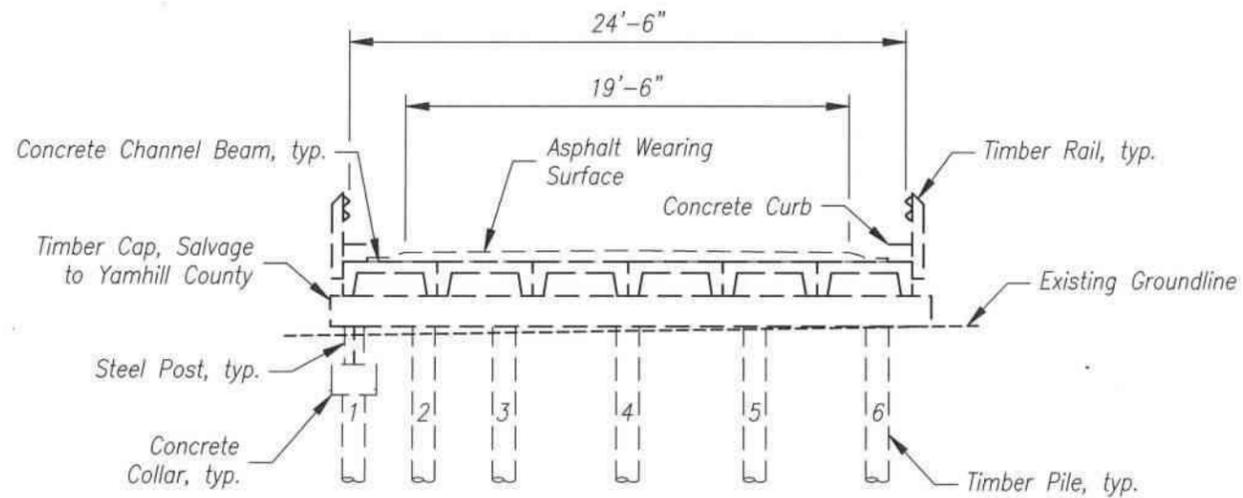
Measures one inch on original drawing.  
Adjust scales accordingly.

REGISTERED PROFESSIONAL  
ENGINEER  
72585PE  
OREGON  
DECEMBER 31, 2007  
ALEXANDER J. DUNN  
Renewal: 12/31/2025

**Yamhill County - Public Works**  
North Hill Rd. over Panther Creek  
BR 11849

Bent 1 Repair

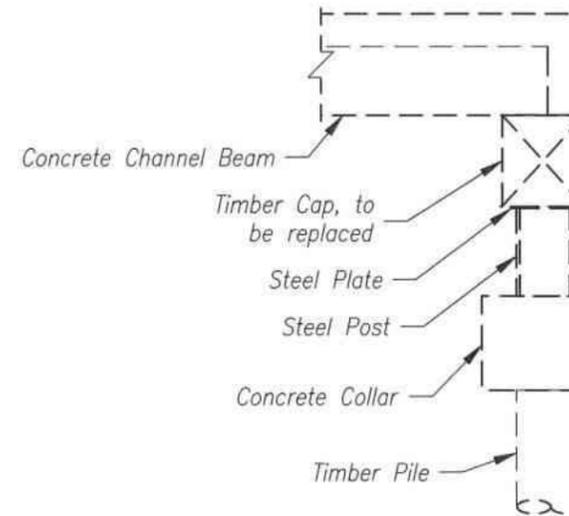
Designed: D. Ojua      Date: 10/15/2021  
Checked: A. Dunn      Sheet 4 of 7



Bent 6 Elevation - Existing Conditions

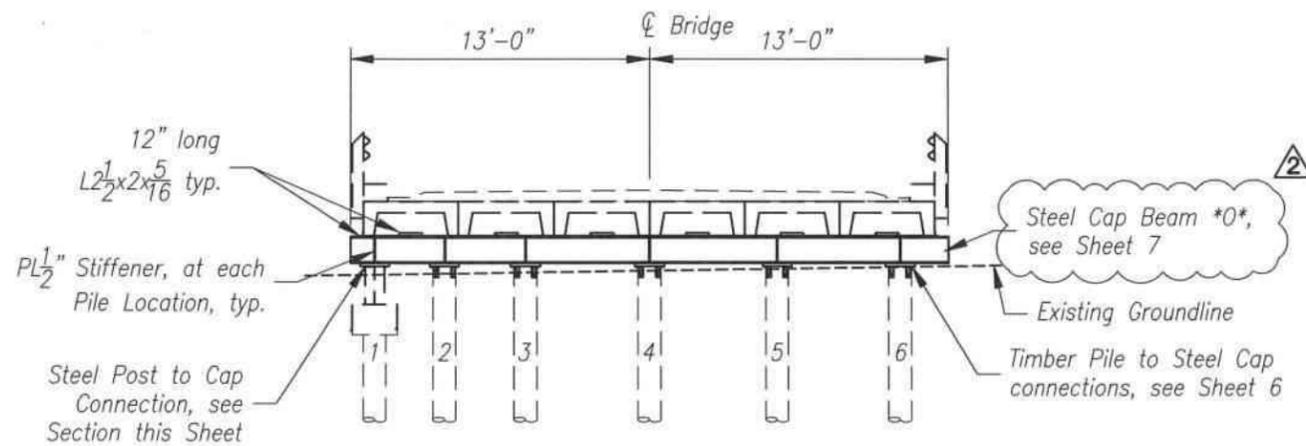
Scale: 1/8" = 1'-0"

(Looking ahead from Bent 5)



Bent 6 Section - Existing Conditions

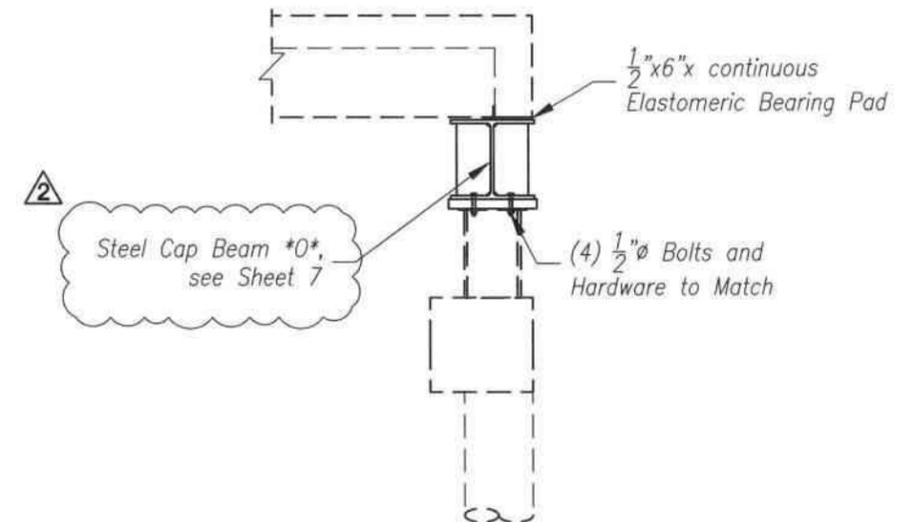
Scale: 3/8" = 1'-0"



Bent 6 Elevation - Proposed Conditions

Scale: 1/8" = 1'-0"

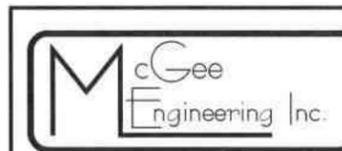
(Looking ahead from Bent 5)



Bent 6 Section - Proposed Conditions

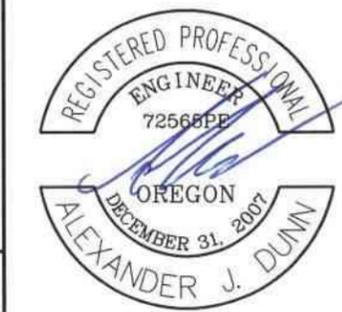
Scale: 3/8" = 1'-0"

Rev	Description	By	Date
2	General Revisions	DJO	10/8/2025



P.O. Box 1067  
Corvallis, OR 97339  
Phone: (541) 757-1270  
Fax: (541) 758-6585

Measures one inch on original drawing.  
Adjust scales accordingly.



Renewal: 12/31/2025

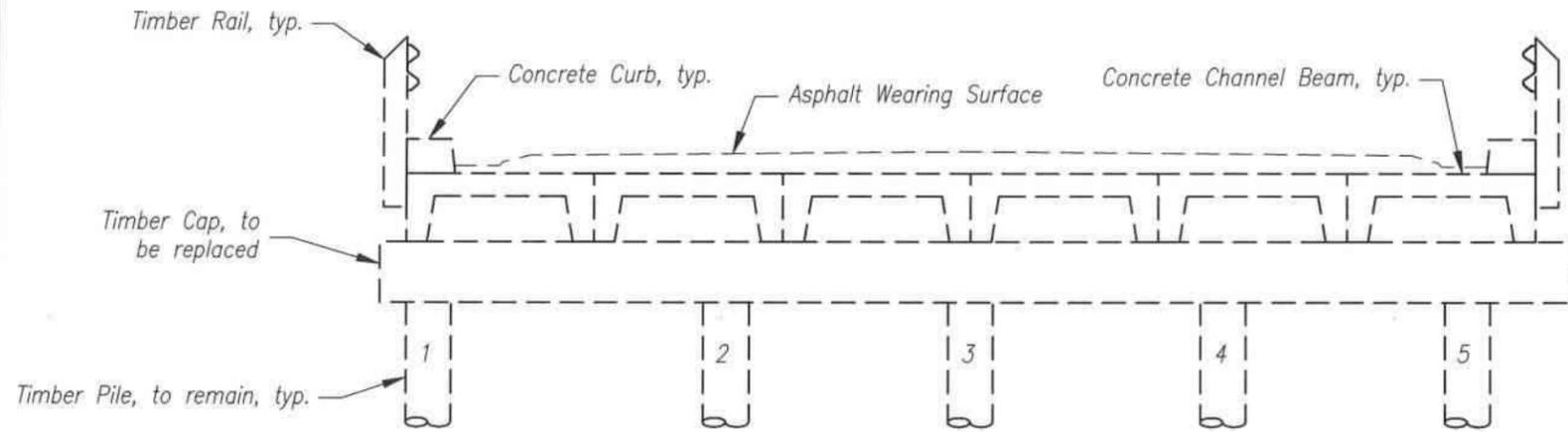
**Yamhill County - Public Works**

North Hill Rd. over Panther Creek  
BR 11849

Bent 6 Repair

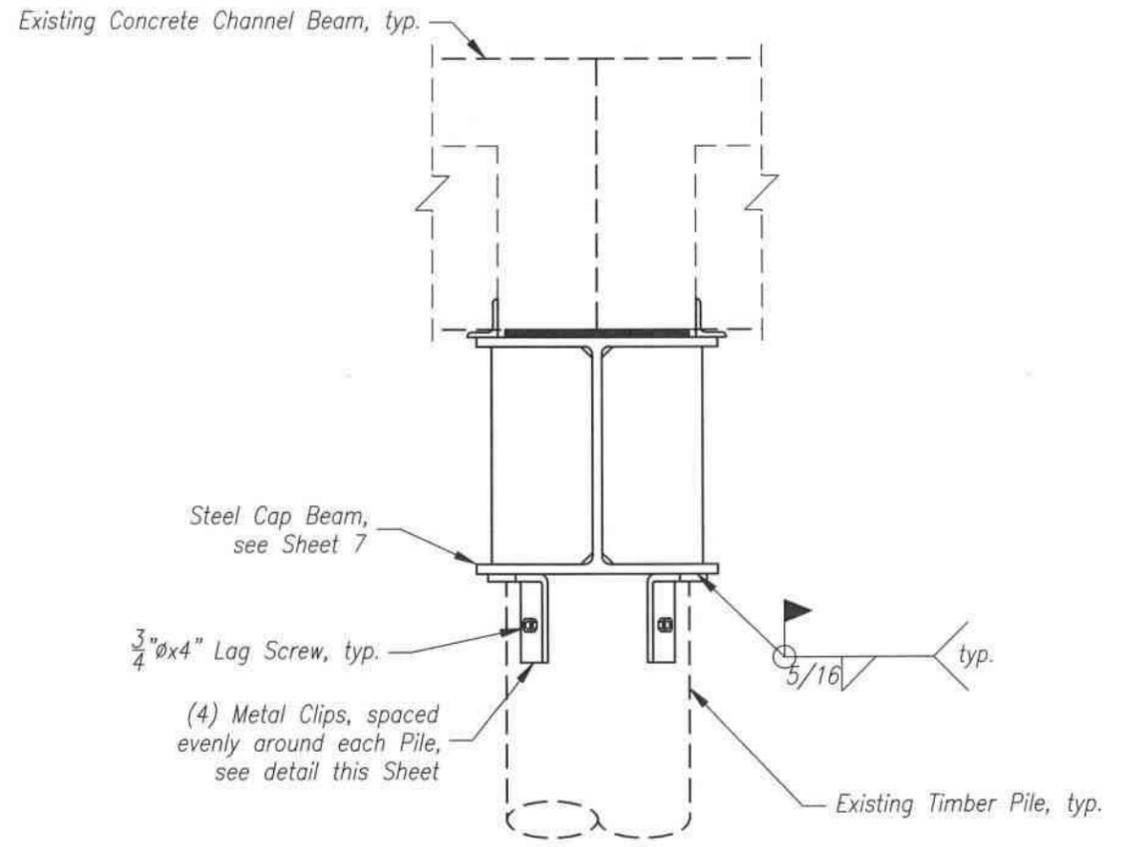
Designed: D. Ojua Date: 10/15/2021

Checked: A. Dunn Sheet 5 of 7



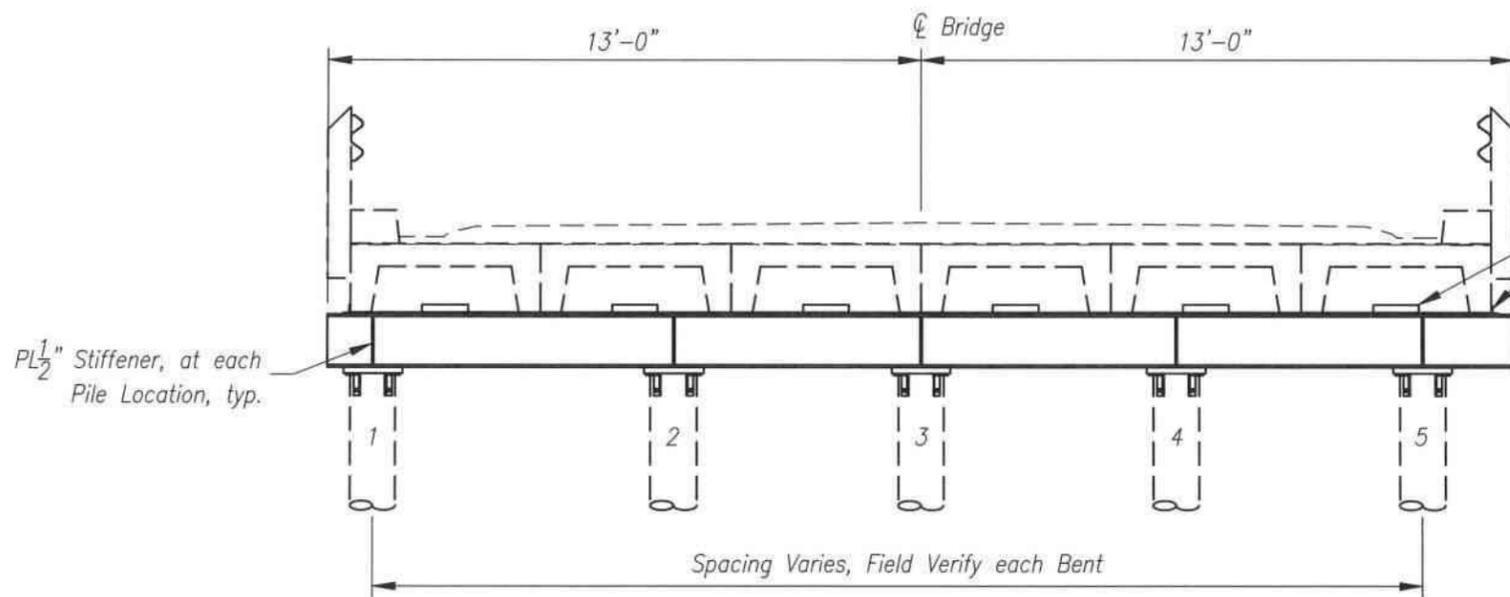
Typical Bent Elevation - Existing Conditions

Scale: 1/4" = 1'-0"



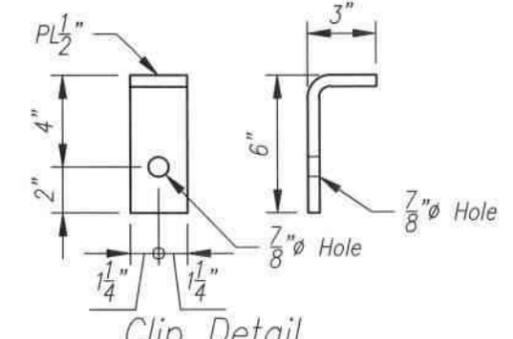
Typical Bent Section - Proposed Conditions

Scale: 1" = 1'-0"



Typical Bent Elevation - Proposed Conditions

Scale: 1/4" = 1'-0"



Clip Detail

Scale: 1-1/2" = 1'-0"

Rev	Description	By	Date
2	General Revisions	DJO	10/8/2025

**McGee Engineering Inc.**  
 P.O. Box 1067  
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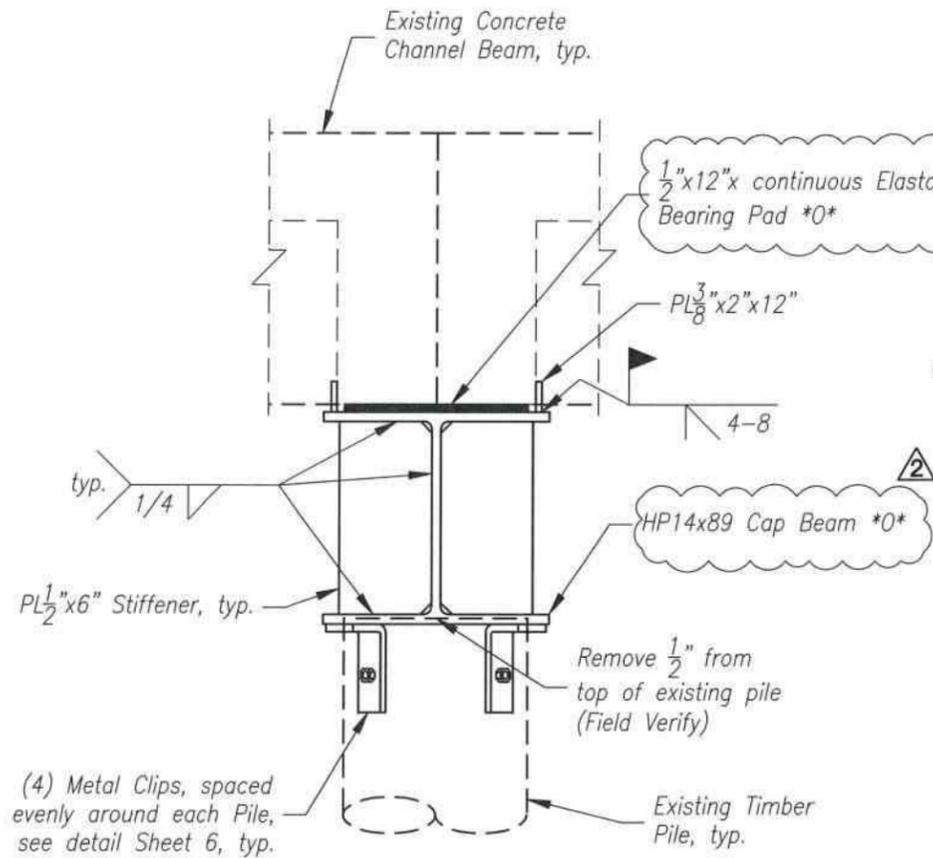
Measures one inch on original drawing.  
 Adjust scales accordingly.

REGISTERED PROFESSIONAL  
 ENGINEER  
 72565PE  
 OREGON  
 DECEMBER 31, 2007  
 ALEXANDER J. DUNN  
 Renewal: 12/31/2025

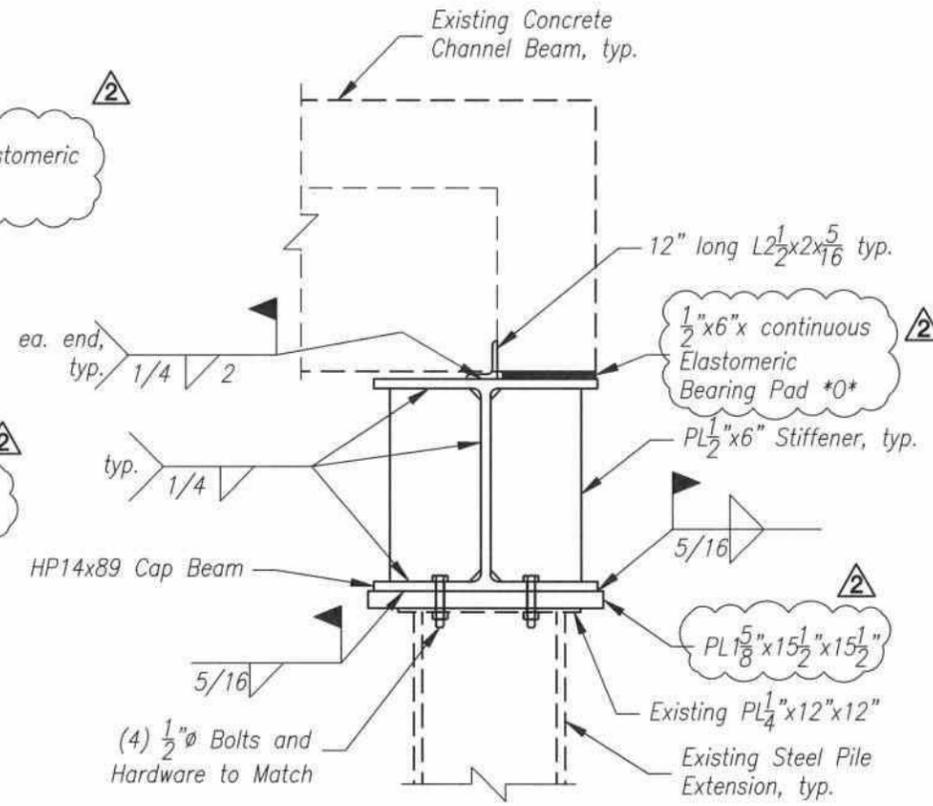
**Yamhill County - Public Works**  
 North Hill Rd. over Panther Creek  
 BR 11849

Typical Bent Cap Replacement

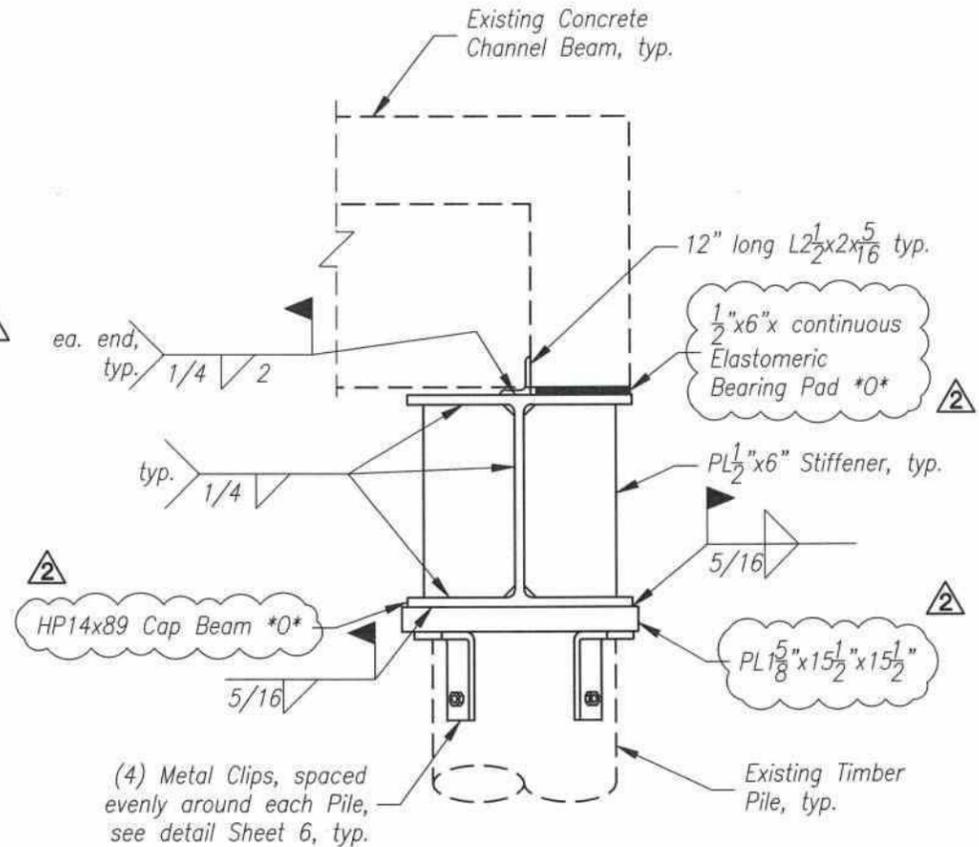
Designed: D. Ojua Date: 10/15/2021  
 Checked: A. Dunn Sheet 6 of 7



Interior Bent Cap Details  
Scale: 1" = 1'-0"



End Bent Cap Details - Steel Pile  
Scale: 1" = 1'-0"



End Bent Cap Details - Timber Pile  
Scale: 1" = 1'-0"

Rev	Description	By	Date
2	General Revisions	DJO	10/8/2025

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Corvallis, OR 97339  
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Adjust scales accordingly.

REGISTERED PROFESSIONAL  
ENGINEER  
72565PE  
ALEXANDER J. DUNN  
OREGON  
DECEMBER 31, 2007  
Renewal: 12/31/2025

**Yamhill County - Public Works**  
North Hill Rd. over Panther Creek  
BR 11849

Cap Details

Designed: D. Ojua Date: 10/15/2021  
Checked: A. Dunn Sheet 7 of 7

# EXHIBIT G

## SPECIAL PROVISIONS FOR BRIDGE MAINTENANCE CONSTRUCTION



### YAMHILL COUNTY MCMINNVILLE, OREGON

#### BRIDGE MAINTENANCE PROJECT N. HILL RD. BRIDGE OVER PANTHER CREEK

BR 11849

YAMHILL COUNTY

October 10, 2025

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EQUAL EMPLOYMENT OPPORTUNITY-ASPIRATIONAL TARGET PROVISIONS  
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## WORK TO BE DONE

**The Base Bid Work** to be done under this Contract consists of the following:

1. Replace Bents 1 - 5 Timber Pile Caps with owner provided HP 14 X 89 steel caps. Contractor to provide lift engineering, provide all anchors, web stiffeners, welding, plates, and all misc. hardware for installation and anchoring of the new steel pile caps. Bents 3 & 5 have existing deck to cap anchors that will need to cut prior to timber cap removal. YC to provide elastomeric pads for the project. Bent 1 cap replacement may be temporarily shored from below the bridge deck as this area is well above Ordinary High Water (OHW). If Contractor chooses to lift bent 1 from below, contractor will be responsible for all temporary erosion BMP's. BMP's will be incidental to cap replacement.
2. Construct 7.5' x 40' Sheet Pile Backwall at bent 1 per plans and owner provide steel shoring sheets. See owner provided material exhibit for shoring sheet sizes and strong backs. Sheets are to be connected to the timber pile per the plans.
3. Perform all Incidental Work as called for by the Specials and Plans. Saw cutting at the end bent is incidental to the bent 1 lift items

**Bid Alternate Work** to be done under this Contract consists of the following:

4. Provide Bid Alternate for Bent 6 pile cap replacement. The cap work can be temporarily shored from below the bridge deck as this area is well above Ordinary High water. If Contractor chooses to lift bent 1 from below, contractor will be responsible for all temporary erosion BMP's.
5. Perform all Incidental Work as called for by the Specials and Plans. Saw cutting at end bent 6 is incidental to the bent 6 lift item.

## APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether 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.

## SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

## SECTION 00150 - CONTROL OF WORK

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

Add the following subsection:

**00150.50(f) Utility Information (No Anticipated Relocations)** - Within the Project limits, there are no anticipated relocations with the Utilities listed in Table 00150-1. The Contractor shall contact those Utilities having buried facilities and request that they locate and mark them for their protection prior to construction.

**Table 00150-1**

<b>Utility</b>	<b>Contact Person's Name, Address, Email, and Phone Number</b>
ZiPLY Fiber	Darrell Hamilton 4155 SW Cedar Hills Blvd Beaverton, OR 97005 <a href="mailto:Darrell.hamilton@ziPLY.com">Darrell.hamilton@ziPLY.com</a> 971-990-7269
Comcast	Mike Allen 11308 SW PKWY, Tigard, OR. 97223 <a href="mailto:michael_allen@cable.comcast.com">michael_allen@cable.comcast.com</a> 541-230-0219
Astound Broadband	Jeff McConville 10075 SW Commerce Circle, Wilsonville OR 9707 <a href="mailto:jeffrey.mcconville@astound.com">jeffrey.mcconville@astound.com</a> 503-318-9804
Portland General Electric	Shelley Eggiman 4245 Kale St NE Salem, OR 97305 <a href="mailto:shelley.eggiman@pgn.com">shelley.eggiman@pgn.com</a> 503 463-6168 M3505423

The Contractor shall notify, in writing, the Utilities listed above, with a copy to the Engineer, at least 14 Calendar Days before beginning Work on the Project. Utilities may require an on-site observer, at no cost to the Contractor.

## SECTION 00160 - SOURCE OF MATERIALS

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

**00160.20(a) Buy America** - Replace this subsection, except for the subsection number and title, with the following:

Buy America for iron and steel does not apply to this Contract.

## SECTION 00165 - QUALITY OF MATERIALS

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

**00165.35(e) Certificate of Origin of Construction Materials** – Replace this subsection, except for the subsection number and title, with the following:

No Certificate of Origin is required.

## SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

**00170.00 General** - Replace the paragraph that begins "The Contractor shall comply with all laws, ordinances, ..." with the following paragraph:

The Contractor shall comply with all laws, ordinances, codes, regulations, executive orders and administrative rules (collectively referred to as "Laws" in this Section) that relate to the Work or to those engaged in the Work. Where the provisions of the Contract are inconsistent or in conflict, the Contractor shall comply with the more stringent standard.

**00170.65(b)(4) Owner/Operator Data** - Replace this section with the following:

The Contractor shall furnish data to the County for each owner/operator providing trucking services.

- Driver's name;
- Present driver license upon request;
- Vehicle identification number;
- Present vehicle registration upon request;
- Motor vehicle license plate number;

- Motor Carrier account number;
- Present ODOT Motor Carrier 1A Permit upon request; and
- Name of owner/operator from the side of the truck.

**00170.70(a) Insurance Coverages** – See sample contract for required coverages.

**00170.70(g) Certificate(s) of Insurance** – Replace the bullet that begins “List the “State of Oregon, the Oregon Transportation...” with the following bullet:

- List the “Yamhill County, and their respective officers, members, agents and employees” as a Certificate holder and endorse as an Additional Insured;

**00170.71 Independent Contractor Status** – Replace this subsection, except for the subsection number and title, with the following:

The service or services to be rendered and the Work to be completed under this Contract are those of an Independent Contractor. The Contractor is not an office, employee, or agent of the Agency or State as those terms are used in ORS 30.265.

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

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

- Yamhill County and its officers, agents, and employees
- Yamhill County Board of Commissioners
- McGee Engineering Inc.

## **SECTION 00180 - PROSECUTION AND PROGRESS**

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

Add the following subsection:

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

<b>Limitations</b>	<b>Subsection</b>
Cooperation with Utilities .....	00150.50
Contract Time .....	00180.50(h)
Closed Lanes .....	00220.40(e)(1)
Bridge Site Road Closure.....	00220.42
Regulated Work Areas .....	00290.34(a)
Opening Sections to Traffic.....	00744.51

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 -**

After the paragraph that begins "One of the following Type..." add the following paragraph:

In addition to the "look ahead" Project Work schedule, a Type A schedule as detailed in the Standard Specifications is required on this Contract.

Add the following subsection:

**00180.50(h) Contract Time -**

(1) The Contractor shall complete all Work to be done under the Contract, with no more than an aggregate of **30 Calendar Days, of road closure.**

(2) The Contractor shall complete all Work to be done under the Contract not later than **June 30<sup>th</sup>, 2026.**

**00180.85(b)(2) Multiple Contract Times** - Add the following paragraph and bullet list to the end of this subsection:

The Agency determined percentages of the value of Work required to be complete by the Contract Times listed under 00180.50(h) are as follows:

- Liquidated damages for failure to complete the Work on time required by 00180.50(h)(1) will be \$500 per Calendar Day.
- Liquidated damages for failure to complete the Work on time required by 00180.50(h)(2) will be \$500 per Day.

**SECTION 00190 - MEASUREMENT OF PAY QUANTITIES**

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

**SECTION 00195 - PAYMENT**

**00195.12(d) Steel Materials Pay Item Selection** - Add the following paragraph to the end of this subsection:

No Pay Items under this Contract qualify for the steel escalation/de-escalation program for this Project.

## SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

## SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

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

**00197.20(e) Standby Time** - Replace this subsection, except for the subsection number and title, with the following:

If ordered by the Engineer, standby time will be paid at 50% of the hourly rental rate calculated according to this Subsection, excluding the hourly operating rate. Rates for standby time that are calculated at less than \$1 per hour will not be paid. Payment will be limited to not more than 8 hours in a 24-hour period or 40 hours in a 1 week period.

**00197.80 Percentage Allowances** - Replace the table that shows Subsection and Percent with the following:

<b>Subsection</b>	<b>Percent</b>
00197.10 Materials	19
00197.20 Equipment	19
00197.30 Labor	29
00197.40 Special Services	19

Replace the paragraph that begins "When a Subcontractor performs ordered..." with the following paragraph:

When a Subcontractor performs ordered Force Account Work, the Contractor will be allowed a supplemental markup of 10% on each Force Account Work order.

## SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications.

## 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:

### 00220.02(a) General Requirements -

Add the following subsection:

**00220.42 Bridge Site Road Closure** - The road may be closed to traffic at the N. Hill Rd and Sitton Rd intersection as well as N. Hill Rd. and Donnely intersection sites for up to 30 days. YC will not close the road until all Materials and Equipment are on hand or guaranteed to be delivered so that the Work can be done in an efficient manner with a minimum period of road closure. YC will not install the TCP and close the road before until key submittals are in place. Y.C. to open the road and remove the TCP no later than June 30<sup>th</sup> 2026.

The road closure will not be allowed until the area and the detour route are signed according to the TCP and the requirements of Section 00221 and Section 00222.

## SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

YC to comply with Section 00221 of the Standard Specifications modified as follows:

## SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

YC to comply with Section 00222 of the Standard Specifications modified as follows:

### 00222.90 Payment -

Replace this subsection with:

No payment will be made as this work will be completed by Yamhill County.

## SECTION 00255 - TEMPORARY BRIDGE JACKING

Section 00255, which is not a Standard Specification, is included in this Project by Special Provision.

### Description

**00255.00 Scope** - This Work consists of temporarily raising and shoring the existing Spans located at Bents 1-5 for BR11849, with jacking system for the purpose of replacing the

decayed timber caps with HP14x89 steel caps. Once the Work is completed, the span will be lowered back into place and the jacking system removed.

The term “jacking system” includes jacking equipment, temporary support seat, falsework jacking bent or temporary corbel.

**00255.02 Plans** - Plans for the existing Structure are available from the Engineer. Prints of these plans are available upon request.

**00255.03 Submittals** - Submit a stamped and detailed Bridge jacking work plan according to 00150.35, to the Engineer for review four weeks prior to Bridge jacking work. Design the work plan according to with the current *AASHTO LRFD Bridge Design Specifications* and jacking load diagram shown on the Plans. Design the temporary support to carry all Structure dead loads, live loads if allowed and construction loads.

Include the following information in the submittal:

- The proposed method of the jacking, and shoring.
- Description of equipment to be used.
- Descriptions and values of all loads, including construction equipment loads.
- Justification for allowable bearing stresses used to support the falsework bent.
- Complete details and calculations for jacking and supporting the existing Structure.

This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment. Do not perform Work until the work plan has been approved by the Engineer and all comments are adequately addressed.

**00255.04 Methods and Monitoring System** - The Bridge jacking work plan includes, but is not limited to, the following:

- Detailed time schedule of the planned operations.
- Details to temporarily strengthen the existing Bridge members. Provide temporary supports to bear directly on girder stems or bent caps or bear on support sills which are structurally adequate to transmit the load to the stems or cap without overstressing any member of the new or existing Structure. Design temporary supports not to induce permanent forces into the completed Structure or produce cracking.
- Contingency plans to address potential malfunctions or interruptions in the work plan.
- Details to ensure stability of the Bridge while the Bridge is being raised, during the removal of the existing bearings, installation of the new bearing and lowering of the Bridge.
- Details of how secondary supports, such as blocking and cribbing, will be installed after the Bridge has been raised.
- Lateral stability of the Bridge and jacking system.
- Equipment that ensures uniform lifting of the Bridge.
- Provide a redundant system of supports during the entire jacking operation for backup should any of the jacks fail. Include stacks of steel plates added as necessary to

maintain the redundant supports at each jack location within 1/4 inch of the jacking sill or corbels.

- Descriptions of the displacement monitoring system. Include in the displacement monitoring system, but not limited to:
  - Equipment to be used,
  - Location of control points,
  - Method and schedule of taking measurements,
  - Provisions to jack the Structure if settlement occur in the temporary supports during construction.

## **Construction**

### **00255.50 Jacking Operations:**

**(a) General** - Control and monitor the jacking operations to ensure that the jacking loads are applied simultaneously to prevent distortion and excessive stresses that would damage the Structure. Jack the Superstructure as necessary to maintain the total vertical displacements at control points to less than 1/4 inch from the elevations recorded prior to jacking or as modified by the Engineer.

Remove attachments from the existing Structure and concrete surfaces to restore to original conditions, except where permanent alterations are shown on the plans.

**(b) Unanticipated Displacements** - If, during construction, unanticipated displacements, cracking, or other damage occur, do the following:

- Discontinue the construction until corrective measures satisfactory to the Engineer are performed.
- Repair damage to the structure as a result of the Contractor's operations.

## **Measurement**

**00255.80 Measurement** - No measurement of quantities will be made for Work performed under this Section.

## **Payment**

**00255.90 Payment** - The accepted quantities of Work performed under this Section will be paid for at the unit price for each bent.

Payment will be payment in full for performing the Bridge jacking work plan, 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 designing, constructing, maintaining, inspecting, or removing the temporary Bridge jacking.

## SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

**00280.00 Scope** - Replace the paragraph that begins "This Work also consists of providing temporary ..." with the following paragraph:

This Work also consists of providing temporary erosion and sediment control (ESC) measures and furnishing, installing, moving, operating, maintaining, inspecting, and removing ESC throughout the Project area according to the Standard Drawings, the erosion and sediment control plan (ESCP), the Specifications, or as directed, until the site is permanently stabilized. Included also is the monitoring of weather, of stormwater and receiving waters, the reporting of monitoring observations, the reporting of corrective actions (when necessary) and the updates and revisions of the ESCP, including ESCP cover sheet, necessary to keep it representative of current site conditions and compliant with the 1200-CA permit if applicable.

Delete the paragraph that begins "When contaminants, pollutants or hazardous materials...".

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

## SECTION 00290 - ENVIRONMENTAL PROTECTION

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

**00290.10 Staging and Disposal Sites** – Replace the paragraph that begins "Locate staging areas..." with the following paragraph:

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

Add the following subsection:

**00290.30(a)(7) Water Quality:**

- Do not discharge contaminated or sediment-laden water, including drilling fluids and waste, or water contained within a work area isolation, directly into any waters of the State or U.S. until it has been satisfactorily treated (using a best management practice such as a filter, settlement pond, bio-bag, dirt-bag, or pumping to a vegetated upland location).

- Do not use permanent stormwater quality treatment facilities to treat construction runoff unless prescribed by an ESCP approved under Section 00280.
- If construction discharge water is released using an outfall or diffuser port, do not exceed velocities more than 4 feet per second, and do not exceed an aperture size of 1 inch.
- Do not use explosives under water.
- Implement containment measures adequate to prevent pollutants or construction and demolition materials, such as waste spoils, fuel or petroleum products, concrete cure water, silt, welding slag and grindings, concrete sawcutting by-products and sandblasting abrasives, from entering waters of the State or U.S.
- Implement containment measures adequate to prevent flowing stream water from coming into contact with concrete or grout within the first 24 hours after placement.
- Cease Project operations under high flow conditions that may result in inundation of the Project area, except for efforts to avoid or minimize resource damage.
- The Engineer retains the authority to temporarily halt or modify the Work in case of excessive turbidity or damage to natural resources.
- If Work activities violate permit conditions or any requirement of this subsection, stop all in-water work activities and notify the Engineer.
- Do not cause a visible sediment plume in waters of the State or U.S.

**00290.30(b) Pollution Control Plan** - Add the following to the end of this subsection:

Comply with the following, and, as applicable, with OAR 731-005-0800 for contracts subject to OAR chapter 731, division 5 or 7 or with OAR 731-149-0020 for contracts subject to OAR chapter 731, division 149.

Prior to beginning On-Site Work, submit a listing of proposed non-road diesel equipment and on-road trucks to the Engineer as required in (1) and (2) below that demonstrates how compliance with OAR 731-005-800 or OAR 731-149-0020 will be achieved. Update the listing of non-road diesel equipment and on-road trucks specified in (1) and (2) below when additional pieces of non-road diesel equipment or on-road trucks, not previously accounted for, are brought onto the Project Site. Provide the updated list to the Engineer upon request.

On a monthly basis certify compliance with OAR 731-005-800 or OAR 731-149-0020 and submit the certification with a list of non-road diesel equipment and on-road trucks specified in (1) and (2) below utilized to date on the Project Site to the Engineer and include calculations demonstrating compliance according to OAR 731-005-800 or OAR 731-149-0020.

Failure to submit the monthly listings, certifications and calculations may result in withholding payments according to 00195.50(e).

Immediately remove from the Project Site, according to 00180.30, non-road diesel equipment and on-road trucks used on the Project Site in violation of OAR 731-005-800 or OAR 731-149-0020, or 00290.30. Update the listing of non-road diesel equipment and on-road trucks with a notation for any that were removed.

**(1) Non-Road Diesel Equipment** - Demonstrate compliance with OAR 731-005-800 or OAR 731-149-0020 by listing all non-road diesel equipment (as defined in OAR 731-005-

0430) that is 25 horsepower or greater utilized to date on the Project Site and including the following:

- Equipment owner and whether the piece of equipment is owned and operated by a COBID certified firm
- Equipment type
- Manufacturer
- Model number
- Vehicle identification number or serial number
- Engine certification (Tier rating)
- If not equipped with a Tier 4 compression ignition diesel engine, specify whether the engine has been retrofitted with a Verified Diesel Oxidation Catalyst or Verified Diesel Particulate Filter
- Specify whether the equipment qualifies for an exemption provided in OAR 731-005-0800(5) or OAR 731-149-0020(4) and which exemption applies
- The above required certifications and calculations

**(2) On-Road Concrete Mixer Trucks and Dump Trucks** - Demonstrate compliance with OAR 731-005-800 or OAR 731-149-0020, by listing all diesel powered on-road concrete mixer trucks and on-road dump trucks utilized to date on the Project Site that are owned or operated by the Contractor, Subcontractors and those operated under trucking services agreements, including:

- Equipment owner and whether the piece of equipment is owned and operated by a COBID certified firm
- Vehicle identification number or serial number
- Engine model year
- Motor vehicle license plate number
- The above required certifications and calculations

**00290.30(c)(1) Vehicle and Equipment Idling** - Replace this subsection, except for the subsection number and title, with the following:

Establish truck staging areas for diesel-powered vehicles located where truck emissions have a minimum impact on sensitive populations, such as residences, schools, hospitals and nursing homes.

Ensure that all diesel powered Equipment has a decal visible to the operator, reminding them to limit idling to a maximum of 5 minutes. Post at least 1 notice in a location frequented by employees or workers stating diesel equipment idling is limited to 5 minutes.

Limit idling of trucks and other diesel powered Equipment to 5 minutes, when the Equipment is not in use or in motion, except as follows:

- When safety of contractors, Subcontractors or Suppliers or their employees may be compromised.
- Frequent shutdowns may be detrimental to the exhaust control system.

- When traffic conditions or mechanical difficulties, over which the operator has no control, force the Equipment to remain motionless.
- When operating the Equipment's heating, cooling or auxiliary systems is necessary to accomplish the Equipment's intended use.
- To bring the Equipment to the manufacturer's recommended operating temperature.
- When the outdoor temperature is below 20 °F.
- When needed to repair Equipment.
- Under other circumstances specifically authorized by the Engineer.

**00290.34 Protection of Fish and Fish Habitat** - Add the following paragraph:

Meet with the Agency Biologist, Resource Representative, Engineer, and inspector on site, before moving equipment on-site or beginning any work, to ensure that all parties understand the locations of sensitive biological sites and the measures that are required to be taken to protect them.

**00290.34(a) Regulated Work Areas** - Add the following to the end of this subsection:

The regulated work area is the area at or below the ordinary high water (OHW) elevation shown on the plans.

Perform maintenance work within the regulated work area only during the in-water work period. The in-water work period is from July 25 to September 30.

**00290.34(b) Prohibited Operations** - Add the following to the end of this subsection:

- Temporary fill below OHW.

Add the following subsection:

**00290.34(c) Aquatic Species Protection Measures:**

**(1) General Requirements:**

- Do not install fish ladders (for example: pool and weirs, vertical slots, fishways) or fish trapping systems.
- Do not apply surface fertilizer within 50 feet of any stream channel.

Use heavy equipment as follows:

- Choice of equipment must have the least adverse effects on the environment (for example: minimally sized, low ground pressure).
- Secure absorbent material around all stationary power equipment (for example: generators, cranes, drilling equipment) operated within 150 feet of wetlands, waters of the State, waters of the U. S., drainage ditches, or water quality facilities to prevent leaks, unless suitable containment is provided to prevent spills from entering waters of the State or waters of the U.S.

- Do not cross directly through a stream for construction access, unless shown or approved. If shown or approved, cross perpendicular to the stream and do not block stream flow. When a crossing is no longer needed, completely remove the crossing and restore the soils and vegetation to the original condition.
- Store fuel and maintain all equipment in staging areas that are at least 150 feet away from any waters of the State, waters of the U.S., or storm inlet or on an impervious surface that is isolated from any waters of the State, waters of the U.S., or storm inlet.
- If temporary access roads are needed within 150 feet of any body of water, use existing routes unless new routes are shown or approved.
- Before beginning work on temporary access routes that are not shown, submit a proposal to the Engineer for approval.

**(2) Treated Wood** - Treated wood includes any wood treated with any pesticide or wood preservatives. Do not use lumber, pilings, or other wood products that are treated or preserved with pesticidal compounds below the ordinary high water (OHW) or as part of an in-water or over-water structure, except as described below:

- Store treated wood shipped to the Project out of contact with standing water and wet soil, and protected from precipitation.
- Visually inspect each load and piece of treated wood. Reject for use in or above aquatic environments if visible residues, bleeding of preservative, preservative-saturated sawdust, contaminated soil, or other matter is present.
- Use pre-fabrication to the extent feasible. When field fabrication is necessary, all cutting and drilling of treated wood, and field preservative treatment of wood exposed by cutting and drilling, shall occur above the OHW. Use tarps, plastic tubs, or similar devices to contain the bulk of any fabrication debris, and wipe off any excess field preservative.
- All treated wood structures, including pilings, shall have design features to avoid or minimize impacts and abrasion by livestock, pedestrians, vehicles, vessels, and floats.
- Treated wood may be used to construct a bridge, over-water structure or an in-water structure, with the exception of the work containment system, provided that all surfaces exposed to leaching by precipitation, overtopping waves, or submersion are coated with a water-proof seal or barrier are maintained. Apply and contain coatings and paint-on field treatment to prevent contamination. Surfaces that are not exposed to precipitation or wave attack, such as parts of a timber bridge completely covered by the bridge deck, are exempt from this requirement.
- During demolition of treated wood, ensure that no treated wood debris falls into the water. If treated wood debris does fall into the water, remove it immediately.
- Store removed treated wood debris in appropriate dry storage areas, at least 150 feet away from the regulated work area.

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

Do not disturb migratory bird nesting habitat (shrubs, trees, and structures), or clear vegetation from March 1 to September 1 of each year without prior written approval from the Engineer. Notify the Engineer, in writing, a minimum of 10 Calendar Days prior to starting activities that could harm nesting birds.

**00290.90 Payment** – Replace this subsection with the following:

No separate or additional payment will be made for all work related to section 00290, including pollution control plan.

## **SECTION 00501 - BRIDGE REMOVAL**

Comply with Section 00501 of the Standard Specifications modified as follows:

**00501.00 Scope** - Add the following paragraph(s) to the end of this subsection:

Remove portions of the existing bridges BR11849 N. Hill Rd over Panther Creek as shown (Timber pile caps and Deck to Cap Anchors).

**00501.02 Plans** - Plans of the existing Structure are available from the Engineer. Prints of these plans are available upon request.

**00501.03 Submittals** - Submit unstamped bridge removal plans (backwall replacement) according to 00150.35 21 Calendar Days before beginning removal work.

Include the following information in the submittal:

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

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

## **SECTION 00560 - STRUCTURAL STEEL BRIDGES**

Comply with Section 00560 of the Standard Specifications modified as follows:

**00560.00 Scope** – Add the following to the end of this subsection:

This Work consists of constructing timber cap repairs by replacing deteriorated timber caps with Agency-provided steel caps.

Agency-provided materials are available for pickup at the Baker Creek Yard located at the intersection of N. Hill Rd and Baker Creek, McMinnville, OR 97128.

**00560.04 Erection Plan** - Replace this subsection, except for the subsection number and title, with the following:

Submit an erection plan with unstamped Working Drawings according to 00150.35 at least 21 Calendar Days before the start of the steel erection Work. Include the proposed erection method and the amount and character of Equipment to be used for review. Do not perform Work until approval has been obtained. This review does not relieve the Contractor of the responsibility for the safety of the method or Equipment, or from carrying out the Work in full according to the Plans and Specifications.

**00560.10 Materials** – Replace this subsection, except for the subsection number and title, with the following:

Agency-provided steel HP14x89 caps. Furnish structural shapes, web stiffeners, plates, anchors, L-brackets, and miscellaneous metals meeting the requirements of Section 02530 and Section 02560.

**00560.80 Measurement** - Add the following to the end of this subsection:

The estimated quantity of structural steel is:

<b>Structure</b>	<b>Steel Type</b>	<b>Quantity (Pound)</b>
Bridge No. 11849	Steel Rolled Beams (6 beams)	13,890 lbs

**00560.90 Payments**– Add the following to the end of this subsection:

Payment will be payment for each steel bent cap installed and in place of the Agency-provided steel caps. This includes transportation, fabrication, materials, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.

## **SECTION 00596F - SHEET PILE RETAINING WALLS**

Section 00596F, which is not a Standard Specification, is included in this Project by Special Provision.

**00596F.00 Scope** – This work consists of installing Agency-Provided horizontal interlocking steel sheet piling of the type and lengths specified. This work also includes installing Agency-Provided strong backs as well.

Agency-provided materials are available for pickup at Yamhill County yard located at intersection of Baker Creek and N. Hill Road, McMinnville, OR 97128.

**00596F.05 Nonproprietary Retaining Wall Submittals** – Submit complete unstamped Working Drawings according to 00150.35 at least 30 Calendar Days before beginning construction of nonproprietary retaining walls. Field verify existing ground elevations and bottom of wall elevations before preparing and submitting Working Drawings. Obtain the Counties written approval before beginning construction of the wall system.

### **Materials**

**00596F.10 Materials** – Agency-provided sheet piles consist of steel interlocking sheet piling made from ASTM A572 steel with 50ksi minimum yield strength, conform to 02520 and meet the following criteria.

### **Equipment**

**00596F.20 Equipment for Installing Sheet Piles** – The following subsection shall apply to sheet pile walls: 00520(a)(b)(c)(d). Provide pile installation equipment meeting the following requirements:

- (a) Provide equipment which is capable of installing the selected sheet piles to the required depth without damage to the piles.
- (b) Before beginning production pile installation, obtain approval in writing of the pile installation equipment. – **Not Required for Horizontal Sheet Pile Backwall**

**00596F.21 Other Equipment** – The Contractor shall determine and provide all other required equipment necessary to place the sheet piles.

The following subsection shall apply sheet pile walls: 520.43 (b)(c)(d)(h).

### **00596F.41 Steel Piles:**

- (a) **General** – Steel Piles shall not be spliced. OK to overlap min. 6' if necessary
- (b) **Storage and Handling** – Store and handle steel piles in ways that protect them from damage. Bent or kinked piles will be rejected.
- (c) **Cutoff Lengths** – Cut off the tops of all permanent pile square and smooth at the elevation specified or as directed. All cut-off piles pieces become the property of the Contractor. Dispose according to 00290.20.

**00596F.60 Protecting Work** – Protect and repair work as follows:

- Do not allow runoff from adjacent areas to enter the wall construction site during construction operations.
- At the end of each day's operation. Direct potential runoff away from the wall construction area.

- Rework and repair damaged subgrade areas to the depth where undamaged work is encountered.
- Patch all damaged aggregate base and ACP, within the roadway prism, prior to the end of each shift.

**Measurement**

**00596F.80 Measurement** - The following subsection shall apply sheet pile walls: 520.80 (a)(b)(c)(e). The estimated sheet pile quantity is as follows (includes total projected area of sheet pile, exposed and embedded).

<b>Structure Number</b>	<b>Material</b>	<b>Estimated Quantities (SQ. FT)</b>
11845	ASTM A572 Grade 50	334

**Payment**

**00596F.90 Payment** – The accepted quantities of work performed under this Section will be paid as follows:

<b>Pay Item</b>	<b>Measurement</b>
(a) Backwall Installation.....	Each

Payment will be payment in full for installing all Agency-provided sheet piles, Agency-provided strongbacks, removal of existing timber backwall, placing backfill material, and for furnishing all equipment, labor, and incidentals necessary to complete the work as specified.



Pacifica Steel LP  
 10311 72 Ave NE  
 Vancouver, WA  
 Phone: Fax:  
 Website: https://pacifacasteel.com

# EXHIBIT J

June 18, 2025  
 1:39:39PM  
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## Quotation No. 21184

**Bill To** Yamhill County  
 2060 NE Lafayette Ave  
 McMinnville, OR, United States 97128

**Ship To** Yamhill County c/o Yard  
 2060 NE Lafayette Ave  
 McMinnville, OR, United States 97128  
 Phone: 503.434.7365

ATTN:

**Customer P.O. #:**  
**Contract:**  
 Sales 1: Russ Storaasli  
 Terms: N30

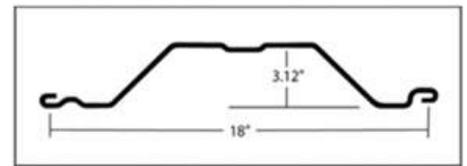
**Quote Date:** 06/09/2025  
**F.O.B.:** Origin  
 Sales 2:

**Due Date:** 06/19/2025  
**Ship Via:** 3rd Party Truck

Line#	Pcs	Description	Width	Length	Weight	Price	UM	Extension	Tax
1	6	H PILE HP 14 x 89 x 26' ASTM A992 / CSA G40.21 350W / ASTM A572 GR50  New Import, bare.		26' 0"	13,884.00	\$73.20000	C	\$10,163.09	E
<del>2</del>	<del>6</del>	<del>H PILE HP 14 x 89 x 4' ASTM A572-50</del>		<del>4' 0"</del>	<del>2,136.00</del>	<del>\$73.20000</del>	<del>C</del>	<del>\$1,563.55</del>	<del>E</del>
3	2	CHANNEL 6 x 13 x 7'-GALV ASTM A36 / 44W  New Domestic, galvanized per ASTM A 123.		7' 0"	182.00	\$50.70000	F	\$709.80	E
<del>4</del>	<del>1</del>	<del>CHANNEL 6 x 13 x 6'-BARE ASTM A36 / 44W</del>		<del>6' 0"</del>	<del>78.00</del>	<del>\$50.70000</del>	<del>F</del>	<del>\$304.20</del>	<del>E</del>
5	4	4pcs 5-5ga. x 40' galvanized sheet pile.  New Domestic Cold Formed Steel Sheet Pile per ASTM A-857 / Gr.33 & 36, galvanized.  Material available from mill production 2-3 weeks A.R.O. Subject to mill confirmation, order acceptance and price in effect at time of order.		40' 0"	0.00	\$7,961.93000	A	\$7,961.93	E
6	1	1pc 5-5ga. x 30' galvanized sheet pile		30' 0"	0.00	\$1,492.86000	A	\$1,492.86	E

Total Weight

Shoreline Steel offers these lightweight steel materials available in ASTM-A-857 / GR.33 & 36 / Bare or Galvanized finish. All of the listed lightweight sheet pilings are fully manufactured in the USA. All the lightweight sheet piling can be cut to the length you need it. The lightweight sheet piling can be used to prevent erosion to protect shores.



Lightweight Sheeting Cross Section

Top sheet for backwall ordered incorrectly - short by 6'. Owner working on remedy for shortage.

**Unloading Instructions**

Central Section	Thickness	Weight	Weight	Sec. Mod.	Moment of Inertia	Coating Area
Gauge	Nominal	Lb/Square Ft.	Lb/Lineal Ft.	Inch <sup>3</sup> (Ft. Wall)	Inch <sup>4</sup> (Ft. Wall)	Sq Ft/LF
10 - 10	.134	7.2	10.8	2.2	3.5	3.7
8 - 8	.164	8.8	13.2	2.62	4.2	3.7
7 - 7	.179	9.6	14.4	2.8	4.4	3.7
6 - 6	.194	10.5	15.8	3.0	4.9	3.7
5 - 5	.209	11.3	16.9	3.4	5.4	3.7



Pacifica Steel LP  
 10311 72 Ave NE  
 Vancouver, WA  
 Phone: Fax:  
 Website: <https://pacificasteel.com>

June 18, 2025  
 1:39:39PM  
 Page 2 of 2

## Quotation No. 21184

**Bill To** Yamhill County  
 2060 NE Lafayette Ave  
 McMinnville, OR, United States 97128

**Ship To** Yamhill County c/o Yard  
 2060 NE Lafayette Ave  
 McMinnville, OR, United States 97128  
 Phone: 503.434.7365

ATTN:

Customer P.O. #:  
 Contract:  
 Sales 1: Russ Storaasli  
 Terms: N30

Quote Date: 06/09/2025  
 F.O.B.: Origin  
 Sales 2:

**Due Date:** 06/19/2025  
**Ship Via:** 3rd Party Truck

Line#	Pcs	Description	Width	Length	Weight	Price	UM	Extension	Tax
-------	-----	-------------	-------	--------	--------	-------	----	-----------	-----

Invoices over 30 days are subject to interest charges of 2% per month compounded monthly (24% per annum) on the unpaid balance.

Please note that the customer is solely responsible for any applicable tariffs imposed by customs or governmental authorities upon the shipment or delivery of products. Pacifica Steel Limited Partnership is not responsible for any such charges and cannot predict or control the costs associated with them. Any tariffs incurred will be the responsibility of the customer, and they may be passed on at the time of delivery or as otherwise required by law.



**BEND, OR**  
2777 NW Lolo Drive, Suite 150  
Bend, OR 97703  
(541) 317-8429  
www.aks-eng.com

# EXHIBIT I

**KEIZER, OR**  
3700 River Road N, Suite 1  
Keizer, OR 97303  
(503) 400-6028

**TUALATIN, OR**  
12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
(503) 563-6151

**VANCOUVER, WA**  
9600 NE 126<sup>th</sup> Avenue, Suite 2520  
Vancouver, WA 98682  
(360) 882-0419

**Date:** 3/21/2023  
**To:** Greg Haffner, Yamhill County  
**From:** Julie Wirth-McGee, Professional Wetland Scientist  
**Project Name:** North Hill Road Bridge Rehabilitation Project  
**AKS Job No.:** 9983-01  
**Project Site:** North Hill Road Bridge—South of North Hill Road and NW Sitton Road Intersection  
**Subject:** Natural Resource Technical Memorandum

---

AKS Engineering & Forestry, LLC (AKS) was tasked with evaluating state and federal permit requirements for the North Hill Road Bridge Rehabilitation project located near Carlton, Yamhill County, Oregon. AKS qualified Natural Resource staff Julie Wirth-McGee, Professional Wetland Scientist, and Grant McLendon, Natural Resource Specialist, conducted a site visit on January 10, 2023, to check for the presence of wetlands and determine the jurisdictional limits of Panther Creek within the project area. This memorandum documents the results of the on-site reconnaissance and permit research and provides details of any permits that may be required for this project.

## Project Overview

The North Hill Bridge is a five-span structure with three piers located within the active channel width (ACW) of Panther Creek. The project will consist of the temporary removal of the superstructure to replace the existing timber pile caps and backwall with steel elements. The superstructure will be put back in place once the project is complete. The project area is confined to the existing NW Hill Road N right-of-way.

## Field Investigation

The methodology used to determine the presence of wetlands followed the *Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory, 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains, Valleys, and Coast Region (Version 2.0)* (Wakeley et al., 2010). The methodology used to demarcate ordinary high water (OHW) included field indicators in accordance with OAR 141-085-0515(3).

Panther Creek flows southerly under North Hill Bridge until its confluence with the North Yamhill River. The ACW of Panther Creek is approximately 50 feet wide within the project area and the OHW was determined to be approximately at the 130-foot elevation mark (see Attachment 1). Panther Creek within the project area is mapped as Essential Salmonid Habitat (ESH) for steelhead by the Oregon Department of State Lands (DSL).

Four sample plots were established within the project area to confirm the presence or absence of wetlands. Dominant vegetation around the bridge consisted of a mix of species including sword fern (*Polystichum munitum*), bracken fern (*Pteridium aquilinum*), Oregon ash (*Fraxinus latifolia*), rose (*Rosa* spp.), reed canary grass (*Phalaris arundinacea*) and Himalayan blackberry (*Rubus armeniacus*). All sample plots lacked hydric soils and indicators of wetland hydrology; therefore, the project area was determined to be upland. All sample plots and OHW flagging were professionally surveyed by AKS with submeter accuracy. Copies of the completed data sheets are provided in Attachment 2.

An ephemeral drainage was observed east of the bridge outside of the project area. The ephemeral drainage originates from an 8-inch concrete pipe under Sitton Road and is connected to a 6-inch steel pipe. The ephemeral drainage is likely non-jurisdictional to (DSL) and the US Army Corps of Engineers (USACE) as it is not a relatively permanent water (fed solely by stormwater runoff), and no defined OHW is discernible along its path.

While no wetlands were observed within the project area, four suspect areas located outside of the right-of-way have the potential to contain wetland (Appendix 2, Google Earth aerial).

- Potential Wetland A – this area is located in the northeast bridge quadrant where approximately 2 feet of ponded surface water was observed during the January site investigation.
- Potential Wetland B – this area is in the southeast bridge quadrant at the toe of the roadway fill prism where existing vegetation and topography suggests the area is likely to collect water.
- Potential Wetland C – this area is located in the southwest bridge quadrant at the toe of the roadway fill prism where topography and a rapid test for hydrophytic vegetation suggests wetlands are likely present.
- Potential Wetland D – this area is located in the northwest bridge quadrant beyond the roadway embankment where surface water ponding and hydrophytic vegetation were observed. This area is located lower in elevation than the project area and wetlands may be present.

Further investigation of these areas is recommended if the selected contractor opts to temporarily store the superstructure beyond the limits of the existing roadway fill prism and a full wetland delineation and report would be necessary.

#### **Oregon Department of State Lands**

No wetlands were delineated within the project area; however, Panther Creek is a perennial tributary to the North Yamhill River and is jurisdictional to DSL, per Oregon Administrative Rule (OAR) 141-085-0515(3). Current plans for the North Hill Road Bridge rehabilitation involve the temporary removal of the superstructure to replace existing timber pile caps and backwall with steel elements. The project does not require the removal or placement of any materials below the Panther Creek OHW.

In the event in-water work is determined to be necessary during construction, a Removal-Fill permit from DSL will be required per OAR 141-085-0520(2) because Panther Creek is designated ESH. A Removal-Fill permit would also be required if greater than 50 cubic yards of removal and/or fill are required within wetlands located outside of the project area during construction per OAR 141-085-0520(5).

#### **US Army Corps of Engineers**

Panther Creek is a natural, perennial tributary to the North Yamhill River and ultimately the Willamette River (a Traditional Navigable Water). Therefore, Panther Creek within the project area is jurisdictional to the USACE and regulated under Section 404 of the Clean Water Act (CWA). Since the project avoids impacts to wetlands and Panther Creek, Preconstruction Notification (PCN) is not required. If changes in the project result in the need for in-water work, the need for PCN should be reevaluated.

#### **Oregon Department of Fish and Wildlife Fish Passage Rules**

Pursuant to OAR 635-412-0035, the Oregon Department of Fish and Wildlife (ODFW) regulates fish passage through review and approval of fish passage plans. For a bridge rehabilitation fish passage must be addressed when all the following three criteria are met.



- 1) Native migratory fish are currently or were historically present at the location.
- 2) Any element of a new, replacement or existing bridge is within or below the channel.
- 3) Over 50% of an existing bridge's elements are removed replaced, filled or added.

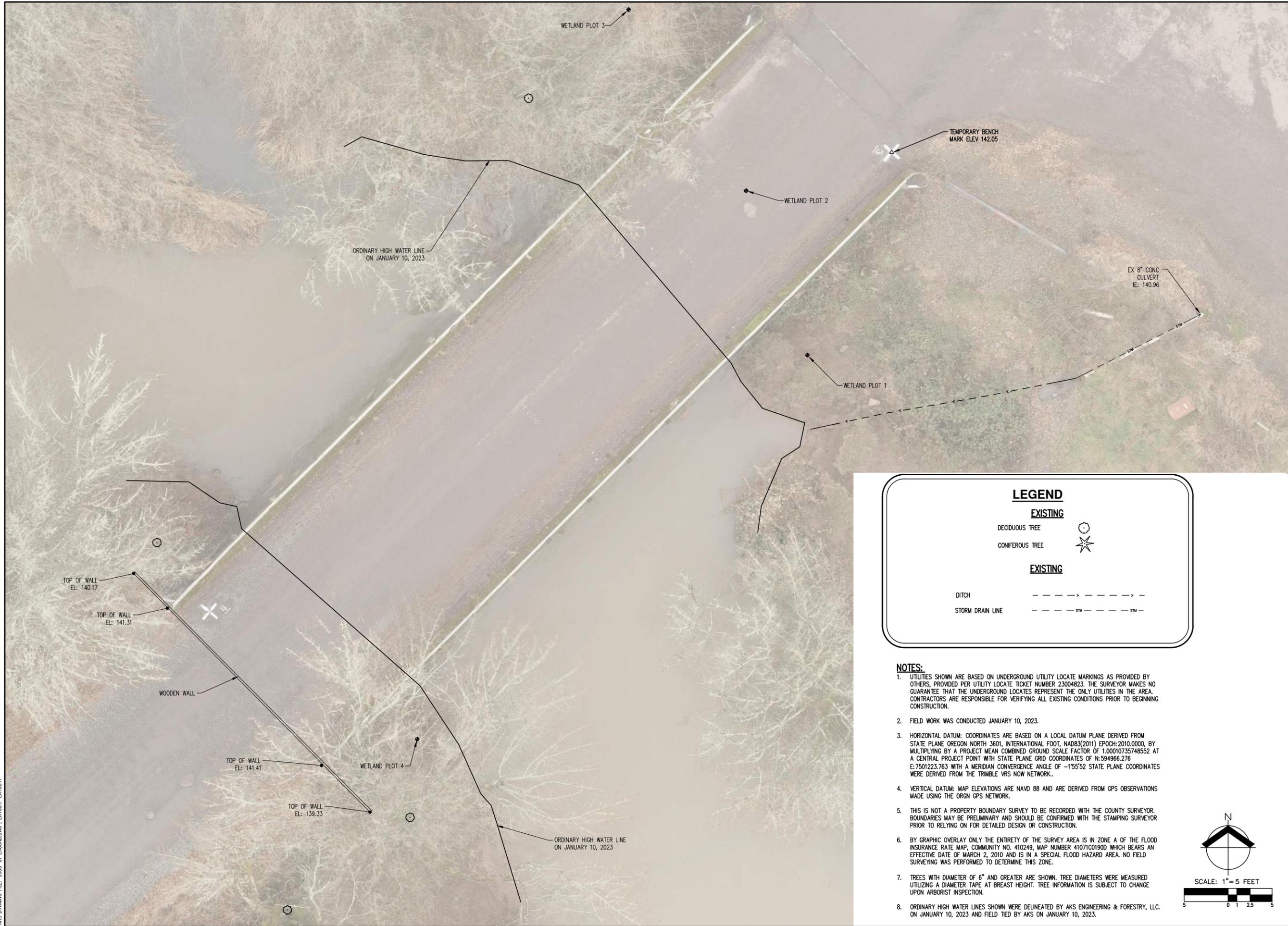
The planned rehabilitation will not trigger fish passage as the work proposed will not result in the replacement of more than 50 percent of the bridge structure by volume. AKS received confirmation from ODFW (Greg Apke) on March 8, 2023 that the proposed work will not trigger fish passage. Though the project will not trigger fish passage, ODFW has recommended that over-water work be restricted to a modified in water work period between June 15 and September 30. This recommendation was provided to avoid and minimize impacts to native migratory fish and is not a requirement specified in the OARs.

In the event work to the bridge changes to replace more than 50 percent of the existing bridge's volume fish passage will be triggered.

## **Attachment 1: Exhibits**

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AKS DRAWING FILE: 9983-01\_EXCOND.DWG | LAYOUT: LAYOUT1



**LEGEND**

**EXISTING**

DECIDUOUS TREE

CONIFEROUS TREE

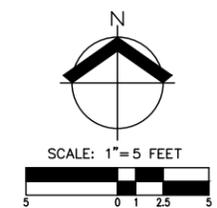
**EXISTING**

DITCH

STORM DRAIN LINE

**NOTES:**

- UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS AS PROVIDED BY OTHERS, PROVIDED PER UTILITY LOCATE TICKET NUMBER 23004823. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND LOCATES REPRESENT THE ONLY UTILITIES IN THE AREA. CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL EXISTING CONDITIONS PRIOR TO BEGINNING CONSTRUCTION.
- FIELD WORK WAS CONDUCTED JANUARY 10, 2023.
- HORIZONTAL DATUM: COORDINATES ARE BASED ON A LOCAL DATUM PLANE DERIVED FROM STATE PLANE OREGON NORTH 3601, INTERNATIONAL FOOT, NAD83(2011) EPOCH:2010.0000, BY MULTIPLYING BY A PROJECT MEAN COMBINED GROUND SCALE FACTOR OF 1.00010735748552 AT A CENTRAL PROJECT POINT WITH STATE PLANE GRID COORDINATES OF N:594966.276 E:7501223.763 WITH A MERIDIAN CONVERGENCE ANGLE OF -1'55"52 STATE PLANE COORDINATES WERE DERIVED FROM THE TRIMBLE VRS NOW NETWORK..
- VERTICAL DATUM: MAP ELEVATIONS ARE NAVD 88 AND ARE DERIVED FROM GPS OBSERVATIONS MADE USING THE ORGN GPS NETWORK.
- THIS IS NOT A PROPERTY BOUNDARY SURVEY TO BE RECORDED WITH THE COUNTY SURVEYOR. BOUNDARIES MAY BE PRELIMINARY AND SHOULD BE CONFIRMED WITH THE STAMPING SURVEYOR PRIOR TO RELYING ON FOR DETAILED DESIGN OR CONSTRUCTION.
- BY GRAPHIC OVERLAY ONLY THE ENTIRETY OF THE SURVEY AREA IS IN ZONE A OF THE FLOOD INSURANCE RATE MAP, COMMUNITY NO. 410249, MAP NUMBER 41071C0190D WHICH BEARS AN EFFECTIVE DATE OF MARCH 2, 2010 AND IS IN A SPECIAL FLOOD HAZARD AREA. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE.
- TREES WITH DIAMETER OF 6" AND GREATER ARE SHOWN. TREE DIAMETERS WERE MEASURED UTILIZING A DIAMETER TAPE AT BREAST HEIGHT. TREE INFORMATION IS SUBJECT TO CHANGE UPON ARBORIST INSPECTION.
- ORDINARY HIGH WATER LINES SHOWN WERE DELINEATED BY AKS ENGINEERING & FORESTRY, LLC. ON JANUARY 10, 2023 AND FIELD TIED BY AKS ON JANUARY 10, 2023.



**AKS**  
 AKS ENGINEERING & FORESTRY, LLC  
 12965 SW HERMAN RD, STE 100  
 TUALATIN, OR 97062  
 503.563.6151  
 WWW.AKS-ENG.COM

ENGINEERING • SURVEYING • NATURAL RESOURCES  
 FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

**NORTH HILL ROAD  
 BRIDGE**  
**CARLTON OREGON**  
 YAMHILL COUNTY TAXMAP 3 4 31

**ORDINARY HIGH WATER  
 MARK EXHIBIT**

DESIGNED BY: RB/NS  
 DRAWN BY: RB  
 MANAGED BY: RB  
 CHECKED BY: BH/NW  
 DATE: 02/03/2023

REGISTERED PROFESSIONAL LAND SURVEYOR

*Nick White*  
 OREGON  
 JANUARY 9, 2007  
 NICK WHITE  
 70652LS  
 RENEWS: 6/30/24

REVISIONS

JOB NUMBER  
**9983-01**

SHEET

**1**

**9983-01**

North Hill Road Bridge Rehabilitation Project

\*All lands not in ROW  
fall in Tax Lot 400  
Yamhill County  
Assessor's Map 3 4 31

Potential Wetland D

Project Area

Potential Wetland C

NW Hill Rd N

NW Sitton Rd

NW Sitton Rd

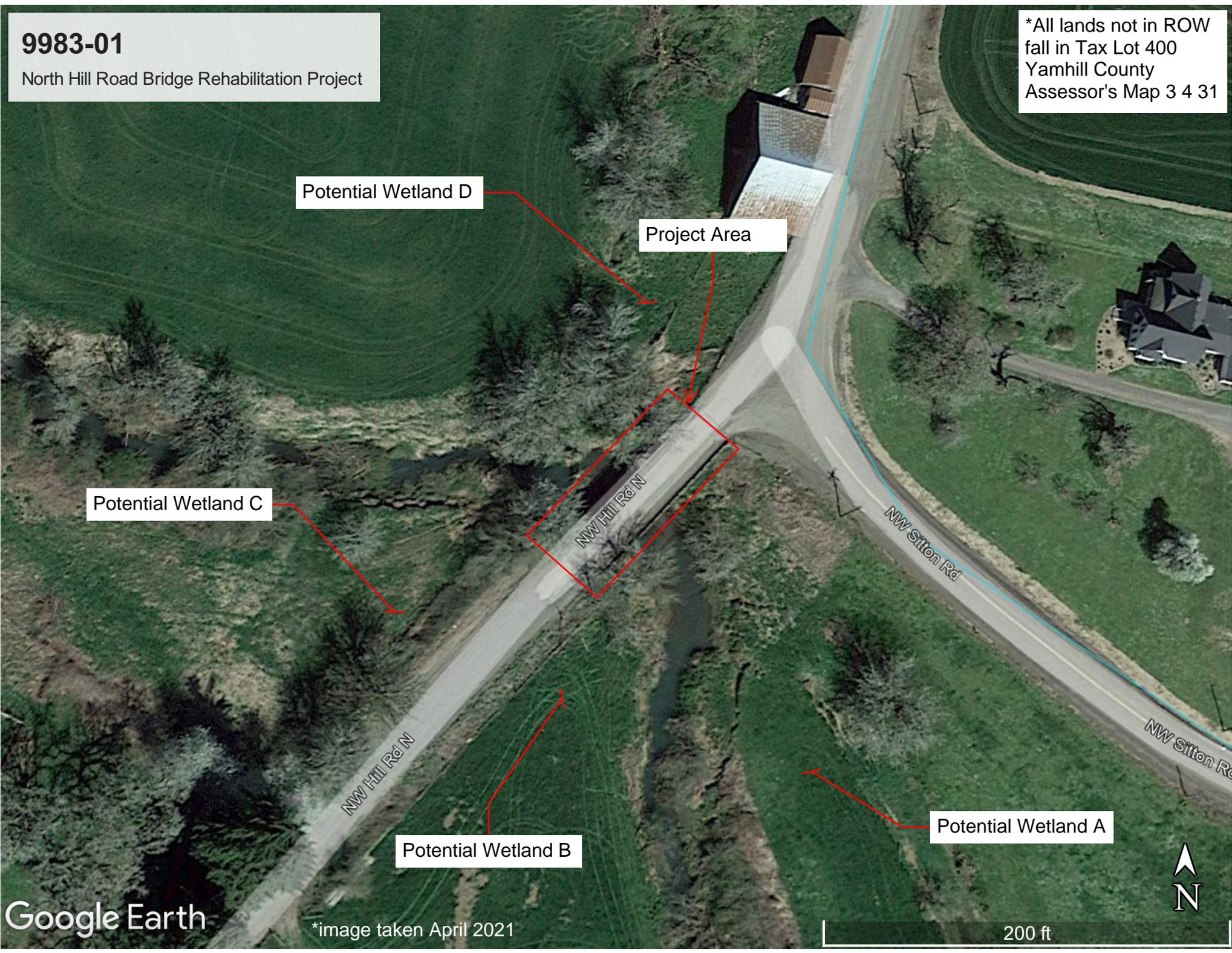
Potential Wetland B

Potential Wetland A

Google Earth

\*image taken April 2021

200 ft



## **Attachment 2: Wetland Determination Data Forms**

**WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region**

Project/Site: 9983-01 - North Hill Road Bridge City/County: Carlton/ Yamhill Sampling Date: 1/10/2023  
 Applicant/Owner: Yamhill County State: OR Sampling Point: 1  
 Investigator(s): JWM & GM Section, Township, Range: Sec31 T3S R4W  
 Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): None Slope (%): <3%  
 Subregion (LRR): A. Northwest Forests and Coast Lat: 45.26631340 Long: -123.22256560 Datum: NAD 1983  
 Soil Map Unit Name: 2013A Wapato silty clay loam, 0 to 3 percent slopes; Hydric NWI classification: R2UBH  
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No        (If no, explain in Remarks)  
 Are Vegetation       , Soil       , or Hydrology        significantly disturbed? Are "Normal Circumstances" present? Yes x No         
 Are Vegetation       , Soil       , or Hydrology        naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present?	Yes <u>X</u>	No <u>      </u>	<b>Is the Sampled Area within a Wetland?</b>
Hydric Soil Present?	Yes <u>      </u>	No <u>X</u>	
Wetland Hydrology Present?	Yes <u>      </u>	No <u>X</u>	

**Precipitation:**  
 According to the McMinnville AP weather station, 0.01 inches of rainfall was received on the day of the site visit and 4.13 inches within the two weeks prior.

**Remarks:**

**VEGETATION**

Tree Stratum (Plot Size: 30' r or _____)	Absolute % Cover	Dominant Species?	Indicator Status	<b>Dominance Test worksheet:</b> Number of Dominant Species That Are OBL, FACW, or FAC: <u>4</u> (A)  Total Number of Dominant Species Across All Strata: <u>4</u> (B)  Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B)
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
_____ = Total Cover				
<b>Sapling/Shrub Stratum (Plot Size: 10' r or _____)</b>				
1. <u>Rubus armeniacus</u>	<u>5%</u>	<u>Yes</u>	<u>FAC</u>	<b>Prevalence Index worksheet:</b> Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
_____ = Total Cover				
<b>Herb Stratum (Plot Size: 5' r or _____)</b>				
1. <u>Alopecurus pratensis</u>	<u>20%</u>	<u>Yes</u>	<u>FAC</u>	<b>Hydrophytic Vegetation Indicators:</b> <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>x</u> <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 <sup>1</sup> <u>4</u> - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) <u>5</u> - Wetland Non-Vascular Plants <sup>1</sup> <u>      </u> Problematic Hydrophytic Vegetation (Explain) <sup>1</sup> <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present.
2. <u>Schedonorus arundinaceus</u>	<u>20%</u>	<u>Yes</u>	<u>FAC</u>	
3. <u>Phalaris arundinacea</u>	<u>10%</u>	<u>Yes</u>	<u>FACW</u>	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
_____ = Total Cover				
<b>Woody Vine Stratum (Plot Size: 10' r or _____)</b>				
1. _____	_____	_____	_____	<b>Hydrophytic Vegetation Present?</b> Yes <u>x</u> No <u>      </u>
2. _____	_____	_____	_____	
_____ = Total Cover				
% Bare Ground in Herb Stratum <u>50%</u>				

**Remarks:**



**WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region**

Project/Site: 9983-01 - North Hill Road Bridge City/County: Carlton/ Yamhill Sampling Date: 1/10/2023  
 Applicant/Owner: Yamhill County State: OR Sampling Point: 2  
 Investigator(s): JWM & GM Section, Township, Range: Sec31 T3S R4W  
 Landform (hillslope, terrace, etc.): Terrace Local relief (concave, convex, none): Sl. Concave Slope (%): <3%  
 Subregion (LRR): A. Northwest Forests and Coast Lat: 45.26636400 Long: -123.22259510 Datum: NAD 1983  
 Soil Map Unit Name: 2013A Wapato silty clay loam, 0 to 3 percent slopes; Hydric NWI classification: R2UBH  
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No        (If no, explain in Remarks)  
 Are Vegetation       , Soil       , or Hydrology        significantly disturbed? Are "Normal Circumstances" present? Yes x No         
 Are Vegetation       , Soil       , or Hydrology        naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present?	Yes <u>X</u>	No <u>      </u>	<b>Is the Sampled Area within a Wetland?</b>
Hydric Soil Present?	Yes <u>      </u>	No <u>X</u>	
Wetland Hydrology Present?	Yes <u>      </u>	No <u>X</u>	

**Precipitation:**  
 According to the McMinnville AP weather station, 0.01 inches of rainfall was received on the day of the site visit and 4.13 inches within the two weeks prior.

**Remarks:**

**VEGETATION**

Tree Stratum (Plot Size: 30' r or _____)	Absolute % Cover	Dominant Species?	Indicator Status	<b>Dominance Test worksheet:</b> Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A)  Total Number of Dominant Species Across All Strata: <u>2</u> (B)  Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B)
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
0% = Total Cover				<b>Prevalence Index worksheet:</b> Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = <u>0</u> FACW species _____ x 2 = <u>0</u> FAC species _____ x 3 = <u>0</u> FACU species _____ x 4 = <u>0</u> UPL species _____ x 5 = <u>0</u> Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
<b>Sapling/Shrub Stratum (Plot Size: 10' r or _____)</b>				
1. <u>Rubus armeniacus</u>	<u>5%</u>	<u>Yes</u>	<u>FAC</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
5% = Total Cover				
<b>Herb Stratum (Plot Size: 5' r or _____)</b>				<b>Hydrophytic Vegetation Indicators:</b> <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>X</u> <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 <sup>1</sup> <u>4</u> - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) <u>5</u> - Wetland Non-Vascular Plants <sup>1</sup> <u>      </u> Problematic Hydrophytic Vegetation (Explain) <sup>1</sup> <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present.
1. <u>Phalaris arundinacea</u>	<u>20%</u>	<u>Yes</u>	<u>FACW</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
20% = Total Cover				<b>Hydrophytic Vegetation Present?</b> Yes <u>X</u> No <u>      </u>
<b>Woody Vine Stratum (Plot Size: 10' r or _____)</b>				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
0% = Total Cover				
% Bare Ground in Herb Stratum <u>80%</u>				

**Remarks:**



**WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region**

Project/Site: 9983-01 - North Hill Road Bridge City/County: Carlton/ Yamhill Sampling Date: 1/10/2023  
 Applicant/Owner: Yamhill County State: OR Sampling Point: 3  
 Investigator(s): JWM & GM Section, Township, Range: Sec31 T3S R4W  
 Landform (hillslope, terrace, etc.): Hillslope Local relief (concave, convex, none): None Slope (%): 3-5%  
 Subregion (LRR): A. Northwest Forests and Coast Lat: 45.26641910 Long: -123.22264960 Datum: NAD 1983  
 Soil Map Unit Name: 2013A Wapato silty clay loam, 0 to 3 percent slopes; Hydric NWI classification: R2UBH  
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No        (If no, explain in Remarks)  
 Are Vegetation       , Soil       , or Hydrology        significantly disturbed? Are "Normal Circumstances" present? Yes x No         
 Are Vegetation       , Soil       , or Hydrology        naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present?	Yes <u>X</u>	No <u>      </u>	<b>Is the Sampled Area within a Wetland?</b>
Hydric Soil Present?	Yes <u>      </u>	No <u>X</u>	
Wetland Hydrology Present?	Yes <u>      </u>	No <u>X</u>	

**Precipitation:**  
 According to the McMinnville AP weather station, 0.01 inches of rainfall was received on the day of the site visit and 4.13 inches within the two weeks prior.

**Remarks:**

**VEGETATION**

Tree Stratum (Plot Size: 30' r or _____)	Absolute % Cover	Dominant Species?	Indicator Status	<b>Dominance Test worksheet:</b> Number of Dominant Species That Are OBL, FACW, or FAC: <u>2</u> (A)  Total Number of Dominant Species Across All Strata: <u>2</u> (B)  Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B)
1. <u>Fraxinus latifolia</u>	<u>20%</u>	<u>Yes</u>	<u>FACW</u>	
2. _____	_____	_____	_____	Prevalence Index worksheet: Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	<b>Hydrophytic Vegetation Indicators:</b> <u>1</u> - Rapid Test for Hydrophytic Vegetation <u>x</u> <u>2</u> - Dominance Test is >50% <u>3</u> - Prevalence Index is ≤3.0 <sup>1</sup> <u>4</u> - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) <u>5</u> - Wetland Non-Vascular Plants <sup>1</sup> <u>      </u> Problematic Hydrophytic Vegetation (Explain) <sup>1</sup> <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present.
_____	<u>20%</u> = Total Cover	_____	_____	
<b>Sapling/Shrub Stratum (Plot Size: 10' r or _____)</b>				<b>Hydrophytic Vegetation Present?</b> Yes <u>x</u> No <u>      </u>
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	<b>Remarks:</b>
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
_____	<u>0%</u> = Total Cover	_____	_____	
<b>Herb Stratum (Plot Size: 5' r or _____)</b>				
1. <u>Phalaris arundinacea</u>	<u>90%</u>	<u>Yes</u>	<u>FACW</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
_____	<u>90%</u> = Total Cover	_____	_____	
<b>Woody Vine Stratum (Plot Size: 10' r or _____)</b>				
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
_____	<u>0%</u> = Total Cover	_____	_____	
% Bare Ground in Herb Stratum <u>10%</u>				



**WETLAND DETERMINATION DATA FORM – Western Mountains, Valleys and Coast Region**

Project/Site: 9983-01 - North Hill Road Bridge City/County: Carlton/ Yamhill Sampling Date: 1/10/2023  
 Applicant/Owner: Yamhill County State: OR Sampling Point: 4  
 Investigator(s): JWM & GM Section, Township, Range: Sec31 T3S R4W  
 Landform (hillslope, terrace, etc.): Hillslope Local relief (concave, convex, none): None Slope (%): 3-5%  
 Subregion (LRR): A. Northwest Forests and Coast Lat: 45.2661898 Long: -123.22273210 Datum: NAD 1983  
 Soil Map Unit Name: 2013A Wapato silty clay loam, 0 to 3 percent slopes; Hydric NWI classification: R2UBH  
 Are climatic / hydrologic conditions on the site typical for this time of year? Yes x No        (If no, explain in Remarks)  
 Are Vegetation       , Soil       , or Hydrology        significantly disturbed? Are "Normal Circumstances" present? Yes x No         
 Are Vegetation       , Soil       , or Hydrology        naturally problematic? (If needed, explain any answers in Remarks.)

**SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.**

Hydrophytic Vegetation Present?	Yes <u>X</u>	No <u>      </u>	<b>Is the Sampled Area within a Wetland?</b>
Hydric Soil Present?	Yes <u>      </u>	No <u>X</u>	
Wetland Hydrology Present?	Yes <u>      </u>	No <u>X</u>	

**Precipitation:**  
 According to the McMinnville AP weather station, 0.01 inches of rainfall was received on the day of the site visit and 4.13 inches within the two weeks prior.

**Remarks:**

**VEGETATION**

Tree Stratum (Plot Size: 30' r or _____)	Absolute % Cover	Dominant Species?	Indicator Status	<b>Dominance Test worksheet:</b> Number of Dominant Species That Are OBL, FACW, or FAC: <u>3</u> (A)  Total Number of Dominant Species Across All Strata: <u>3</u> (B)  Percent of Dominant Species That Are OBL, FACW, or FAC: <u>100%</u> (A/B)
1. <u>Fraxinus latifolia</u>	<u>20%</u>	<u>Yes</u>	<u>FACW</u>	
2. _____	_____	_____	_____	<b>Prevalence Index worksheet:</b> Total % Cover of: _____ Multiply by: _____ OBL species _____ x 1 = _____ FACW species _____ x 2 = _____ FAC species _____ x 3 = _____ FACU species _____ x 4 = _____ UPL species _____ x 5 = _____ Column Totals: _____ (A) _____ (B) Prevalence Index = B/A = _____
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
<u>20%</u> = Total Cover				
Sapling/Shrub Stratum (Plot Size: 10' r or _____)	Absolute % Cover	Dominant Species?	Indicator Status	<b>Hydrophytic Vegetation Indicators:</b> 1 - Rapid Test for Hydrophytic Vegetation x 2 - Dominance Test is >50% 3 - Prevalence Index is ≤3.0 <sup>1</sup> 4 - Morphological Adaptations <sup>1</sup> (Provide supporting data in Remarks or on a separate sheet) 5 - Wetland Non-Vascular Plants <sup>1</sup> Problematic Hydrophytic Vegetation (Explain) <sup>1</sup> <sup>1</sup> Indicators of hydric soil and wetland hydrology must be present.
1. <u>Rubus armeniacus</u>	<u>5%</u>	<u>Yes</u>	<u>FAC</u>	
2. _____	_____	_____	_____	<b>Hydrophytic Vegetation Present?</b> Yes <u>x</u> No <u>      </u>
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
<u>5%</u> = Total Cover				
Herb Stratum (Plot Size: 5' r or _____)	Absolute % Cover	Dominant Species?	Indicator Status	
1. <u>Phalaris arundinacea</u>	<u>30%</u>	<u>Yes</u>	<u>FACW</u>	
2. _____	_____	_____	_____	
3. _____	_____	_____	_____	
4. _____	_____	_____	_____	
5. _____	_____	_____	_____	
6. _____	_____	_____	_____	
7. _____	_____	_____	_____	
8. _____	_____	_____	_____	
9. _____	_____	_____	_____	
10. _____	_____	_____	_____	
11. _____	_____	_____	_____	
<u>30%</u> = Total Cover				
Woody Vine Stratum (Plot Size: 10' r or _____)	Absolute % Cover	Dominant Species?	Indicator Status	
1. _____	_____	_____	_____	
2. _____	_____	_____	_____	
<u>0%</u> = Total Cover				
% Bare Ground in Herb Stratum <u>70%</u>				

**Remarks:**



# EXHIBIT B

# SOLICITATION RESPONSE

PW25004CON

## PRICING SUBMITTAL FORM

**Pricing Submittal Instructions.** Offerors shall enter pricing and other required information for all bid items listed in this Pricing Submittal Form. If this Pricing Submittal Form is replaced by a formal amendment issued via an Addendum, Offerors shall use the amended form to provide pricing and other required information. If the Pricing Submittal Form is only modified by an Addenda, Offerors shall follow the instructions in the Addenda for making modifications to the Pricing Submittal Form. Failure to supply the required information in the Pricing Submittal Form or subsequent Addenda may result in bid rejection as non-responsive.

**Unit Pricing.** The undersigned Offeror, having carefully examined the ITB, including the Drawings & , Specials, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the **N. Hill Rd. Bridge Maintenance Project**, for the unit prices for the different items of the work and materials to be furnished as follows:

### BRIDGE MAINTENANCE – BASE BID

ITEM NO.	ITEMS OF WORK AND MATERIALS	QTY/UNIT	UNIT COST	TOTAL
1	MOBILIZATION (INCLUDES P/U OWNER PROVIDED STEEL AT BAKER CK. YARD IN MCMINNVILLE)	1 L.S.	\$17,000.00	\$17,000.00
2	ENGINEERING FOR TEMPORARY SUPPORT SYSTEM (BENTS 1-6)	1 L.S.	\$5,000.00	\$5,000.00
3	INSTALL BRIDGE LIFT SYSTEM PER BENT & REMOVE TIMBER CAP, & INSTALL NEW CAP (BENTS 1-5)	5 ea.	\$21,800.00	\$109,000.00
4	CUT CHANNEL TO TIMBER CAP ANCHORS PER BENT (BENTS 3 & 5)	2 ea.	\$1,250.00	\$2,500.00
5	PROVIDE & INSTALL MISC. STEEL AND ANCHORS FOR WEB STIFFNERS, PLATES, & CONNECTIONS PER BENT	5 ea.	\$1,100.00	\$5,500.00
6	FIELD MEASURE AND WELD WEB STIFFNERS & PLATES (BENTS 1-5)	5 ea.	\$1,750.00	\$8,750.00
7	TIMBER DISPOSAL OFF SITE (BENTS 1-5) (BENT 1 TIMBER BACKWALL)	5 ea.	\$300.00	\$1,500.00
8	BENT 1 BACKWALL REPLACEMENT	1 ea.	\$13,200.00	\$13,200.00

**TOTAL ITEMS 1 – 8: \$162,450.00**

**BRIDGE MAINTENANCE – BID ALTERNATE – BENT 6**

ITEM NO.	ITEMS OF WORK AND MATERIALS	QTY/UNIT	UNIT COST	TOTAL
B1	INSTALL BRIDGE LIFT SYSTEM & REMOVE TIMBER CAP & INSTALL NEW STEEL CAP – SALVAGE TO YC (BENT 6)	1 ea.	\$11,725.00	\$11,725.00
B2	PROVIDE MISC STEEL AND ANCHORS FOR WEB STIFFNERS, PLATES, & CONNECTIONS FOR BENT 6	1 ea.	\$800.00	\$800.00
B3	FIELD MEASURE AND WELD WEB STIFFNERS & PLATES (BENT 6)	1 ea.	\$1,700.00	\$1,700.00

**TOTAL ITEMS B1 – B3: \$ 14,225.00**

**TOTAL FOR BASE BID & BID ALT. (ITEMS 1 - 8 & B1 – B3) \$ 176,675.00**  
**(BASIS OF AWARD)**

**OFFEROR NAME: BENT LLC**

Contact Person: Ben Hurliman

Telephone Number: ( 503 ) 354-4203

Email: Benh@bentconst.com

Fax Number: ( N/A ) \_\_\_\_\_

Federal ID Number: 81-2600334

**EXHIBIT C  
CERTIFICATIONS & ACKNOWLEDGMENT FORM**

**CCB REQUIREMENTS**

(1) Offerors shall be licensed with the State of Oregon Construction Contractors Board (CCB) prior to bidding on Public Improvement Contracts. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL RESULT IN BID REJECTION.

(2) All subcontractors participating in the project shall be similarly registered with the Construction Contractors Board at the time they propose to engage in subcontract work. The CCB registration requirements apply to all public works contracts unless superseded by federal law.

Offerors SHALL provide their Construction Contractors Board (ORS 701.055) registration number below:

CONSTRUCTION CONTRACTORS BOARD REGISTRATION NO.: 210851

EXPIRATION DATE OF CCB NO.: 6/9/2026

**ASBESTOS ABATEMENT LICENSING REQUIREMENTS**

An asbestos abatement license under ORS 468A.720 will not be required of the contractor or its subcontractors.

**ADDITIONAL LICENSING REQUIREMENTS**

None

**RESIDENCY INFORMATION**

In determining the lowest responsive bid, the County shall apply the reciprocal preference as set forth in ORS 279A.120 and YCC 3.20.046.0300 – 3.20.046.0330 for a Nonresident Offeror.

"Resident Offeror" means an Offeror that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this County, and has stated in the bid whether the Offeror is a "resident Offeror". (ORS 279A.120(b))

"Nonresident Offeror" means an Offeror who is not a "Resident Offeror" as defined above.

a. Check one: Offeror is a:      Resident Offeror      Non-resident Offeror

b. If a Resident Offeror, enter your Oregon business address: PO Box 66, Scio, OR 97374

c. If a Non-resident Offeror, enter state of residency and business address: \_\_\_\_\_

d. Check one: Offeror is a:      Corporation      Non-Profit Organization

**FOREIGN CONTRACTOR:** If the amount of the contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the state of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the contract. The County shall be entitled to withhold final payment under the contract until Contractor has met this requirement. (ORS 279A.120(3))

**CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

By my signature on the Offeror Signature Form, Exhibit D, I certify that I am authorized to act on behalf of Offeror in this matter and that Offeror has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

## INSURANCE INFORMATION

(1) The awarded contractor may employ workers, and if the awarded contractor employs workers, the awarded contractor must obtain and at all time keep in effect Workers' Compensation Insurance. Offeror represents to the County that it presently maintains coverage sufficient to meet the requirements of Oregon law through:

Carrier: Anchor Insurance and Surety, Inc Policy No.: 862794

(2) The awarded contractor must obtain and at all times keep in effect, Commercial General Liability insurance covering activities and operations of the awarded contractor. Commercial general liability shall cover bodily injury, death, and property damage, and shall include personal injury liability, products and completed operation insurance. Such liability insurance, whatever the form, shall carry at least liability coverage sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Offeror has obtained insurance required by this section through:

Carrier: Anchor Insurance and Surety, Inc Policy No.: 506-918175-3

(3) The awarded contractor must maintain Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in the performance of services awarded under this ITB. Automobile Liability Insurance coverage shall be sufficient to meet the requirements set forth in the Oregon Tort Claims Act as codified in ORS 30.260 to 30.300. Offeror has obtained insurance required by this section through:

Carrier: Anchor Insurance and Surety, Inc Policy No.: 506-918175-3

## ADDENDA ACKNOWLEDGEMENT

(1) The County reserves the right to make changes to the Invitation to Bid and the resulting contract, by written Addenda, prior to the closing time and date. Addenda will be available at the address provided in Section B.4.1 of the ITB. The County is not responsible for an Offerors failure to receive notice of Addenda if such are advertised in the foregoing manner. Addenda shall only be issued by the County and upon issuance are incorporated into the Invitation to Bid or the resulting contract.

(2) By Offeror's signature on the Offeror Signature Form, Exhibit D, Offeror ACKNOWLEDGES, AGREES and CERTIFIES TO THE FOLLOWING:

*If any Addenda are issued in connection with this ITB, Offeror has received and duly considered such Addenda, and has completed the blanks below identifying all Addenda issued, and acknowledging and agreeing to the terms of all such Addenda as those terms revise the terms, conditions, Plans and Specifications of this ITB.*

**Addenda: No. N/A to No. N/A Inclusive.**

## CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature on the Offeror Signature Form, Exhibit D, I hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that the contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon tax laws" are those tax laws imposed by ORS 320.005 to 320.150 and ORS 403.200 to 403.250 and ORS Chapters 118, 314, 316, 317, 318, 321 and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and any local tax laws administered by the Oregon Department of Revenue under ORS 305.620.

## CERTIFICATION OF DRUG-TESTING LAW REQUIREMENTS

Pursuant to ORS 279C.505(2), the Offeror certifies by its signature on the Offeror Signature Form, Exhibit D, that it has a Qualifying Drug Testing Program in place for its employees that includes, at a minimum, the following:

- a) A written employee drug testing policy;
- b) Required drug testing for all new Subject Employees or, alternatively, required testing of all Subject Employees every 12 months on a random selection basis; and
- c) Required testing of a Subject Employee when the Offeror has reasonable cause to believe the Subject Employee is under the influence of drugs.

A drug testing program that meets the above requirements will be deemed a "Qualifying Employee Drug Testing Program." An employee is a "Subject Employee" only if that employee will be working on the Project job site.

If awarded a Public Improvement Contract as a result of this solicitation, the Offeror agrees that at the time of contract execution it shall represent and warrant to the County that its Qualifying Employee Drug Testing Program is in place and will continue in full force and effect for the duration of the Public Improvement Contract. The County's performance obligation (which includes, without limitation, the County's obligation to make payment) shall be contingent on the contractor's compliance with this representation and warranty.

If awarded a Public Improvement Contract as a result of this solicitation, Offeror also agrees that at the time of contract execution, and as a condition to County's performance obligation (which includes, without limitation, the County's obligation to make payment), it shall require each subcontractor providing labor for the Project to:

- a) Demonstrate to the contractor that it has a Qualifying Employee Drug Testing Program for the subcontractor's Subject Employees, and represent and warrant to the contractor that the Qualifying Employee Drug Testing Program is in place at the time of subcontract execution and will continue in full force and effect for the duration of the subcontract; or
- b) Require that the subcontractor's Subject Employees participate in the contractor's Qualifying Employee Drug Testing Program for the duration of the subcontract.

#### **CERTIFICATION OF COMPLIANCE WITH OREGON PREVAILING WAGE LAWS**

By my signature on the Offeror Signature Form, Exhibit D, Offeror certifies that it will comply with the applicable requirements of ORS 279C.800 through 279C.870, and fully understands the provisions thereunder, including, but not limited to, the following:

- a) Each worker in each trade or occupation employed in the performance of this project, either by the contractor, subcontractor, or other person doing or contracting to do or contracting for the whole or any part of the work on the project, must be paid not less than the applicable prevailing wage rate.
- b) Pursuant to ORS 279C.836, the contractor must file a public works bond with a corporate surety in the amount of \$30,000.00 with the Construction Contractors Board before starting work under the contract.
- c) Pursuant to ORS 279C.845, the contractor, or the contractor's surety, and every subcontractor, or the subcontractor's surety, must file certified statements with the County in writing, on a form prescribed by BOLI, certifying:
  - a. The hourly rate of wage paid each worker whom the contractor or the subcontractor has employed under the contract; and
  - b. That no worker employed under the contract has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract.
- d) The County is required to withhold 25% of amounts to contractors if certified payrolls are not filed by the contractor as required for work performed under this contract.

#### **CERTIFICATION OF COMPLIANCE WITH NON-DISCRIMINATION LAWS**

By my signature on the Offeror Signature Form, Exhibit D, I certify that I am authorized to act on behalf of Offeror in this matter and that Offeror has not discriminated and will not discriminate against any disadvantaged business enterprise, minority-owned business, women-owned business, emerging small business, or business that a service-disabled veteran owns, in obtaining any required subcontracts. Failure to do so shall be grounds for disqualification.

**EXHIBIT D**

**OFFEROR SIGNATURE FORM**  
**by**  
**OFFEROR'S DULY AUTHORIZED REPRESENTATIVE**

THIS BID MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR; ANY ALTERATIONS OR ERASURES TO THE BID MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Offeror that:

(1) He/she is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in this bid and all Addenda, if any, issued.

(2) Offeror, acting through its authorized representatives, has read and understands all bid Instructions, Specifications, Plans, terms and conditions contained in this bid document (including all listed attachments and Addenda, if any, issued).

(3) The bid submitted is in response to the specific language contained in the ITB, and Offeror has made no assumptions based upon either (a) verbal or written statements not contained in the ITB or (b) any previously-issued ITB.

(4) The County shall not be liable for any claims or be subject to any defenses asserted by Offeror based upon, resulting from, or related to, Offeror's failure to comprehend all requirements of the ITB.

(5) The County shall not be liable for any expenses incurred by Offeror in preparing and submitting its offer or in participating in the offer evaluation/selection process.

(6) The Offeror agrees to be bound by and comply with all applicable requirements of ORS 279C.800 through ORS 279C.870 and the administrative rules of the Bureau of Labor and Industries (BOLI), or when applicable, the Davis-Bacon Act (40 U.S.C. 3141 to 3148), regarding prevailing wage rates.

(7) No officer, agent, or employee of Yamhill County has a financial interest in this response, and the offer was prepared independently from all other Offerors, and without collusion, fraud, or other dishonesty.

(8) Offeror agrees to be bound by and comply with all requirements, Specifications, Plans, terms and conditions contained in this bid (including all listed attachments and Addenda, if any, issued).

(9) Offeror will furnish the designated item(s) or service(s) in accordance with the Specifications, Plans and requirements, and will comply in all respects with the terms of the resulting contract upon award.

(10) Offeror certifies, to the best of its knowledge and belief that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency.

(11) Offeror certifies that it has not and will not discriminate against a subcontractor in the awarding of a subcontractor because the subcontractor is a minority, women, or emerging small business enterprise certified under ORS 200.055.

(12) Offeror represents and warrants that Offeror has the power and authority to enter into and perform the contract and that the contract, when executed and delivered, shall be a valid and binding obligation of the contractor enforceable in accordance with its terms.

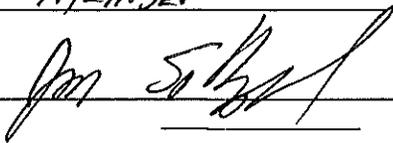
(13) All affirmations and certifications contained in this bid response are true and correct.

Offeror Business Name: BENT LLC

Federal Employer Identification No.: 81-2600334

Name and Title of Duly Authorized Representative:

Jon Silbernagel - Member

Authorized Signature: 

Date: 10/28/2025

# BID BOND

---

**CONTRACTOR:**

*(Name, legal status and address)*

Bent, LLC  
P.O. Box 66  
Scio, OR 97374

**SURETY:**

*(Name, legal status and principal place of business)*

Markel Insurance Company  
4521 Highwoods Parkway  
Glen Allen, VA 23060

**OWNER:**

*(Name, legal status and address)*

Yamhill County  
2060 NE Lafayette Ave.  
McMinnville OR 97128

**BOND AMOUNT:** Ten Percent of Total Amount Bid (10%)

**PROJECT:**

*(Name, location or address, and Project number, if any)*

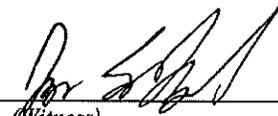
N. Hill Rd Bridge Maintenance Project  
ITB # PW25004Con

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 22nd day of October, 2025.

  
\_\_\_\_\_  
(Witness)

Bent, LLC  
\_\_\_\_\_  
(Principal) (Seal)  
  
\_\_\_\_\_  
(Title)

  
\_\_\_\_\_  
(Witness) Ty Moffett

Markel Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) Tracy Stewart Attorney-in-Fact

# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Ty Moffett, Derek A. Sadowski, A.G. Sadowski, Tracy Stewart, Staci O'Dell

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 26th day of August, 2024.

SureTec Insurance Company

By: [Signature]  
Michael C. Keimig, President



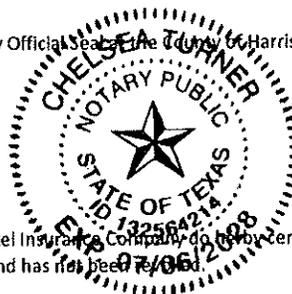
Markel Insurance Company

By: [Signature]  
Lindy Jennings, Vice President

State of Texas  
County of Harris:

On this 26th day of August, 2024 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal, in the County of Harris, the day and year first above written.



By: [Signature]  
Chelsea Turner, Notary Public  
My commission expires 7/6/2028

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 22nd day of October, 2025.

SureTec Insurance Company

By: [Signature]  
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: [Signature]  
Andrew Marquis, Assistant Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 3710030  
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

## EXHIBIT B

### FIRST-TIER SUBCONTRACTOR DISCLOSURE INSTRUCTIONS AND FORM

(1) Pursuant to ORS 279C.370 and YCC 3.20.049.0360, Offerors are required to disclose information about certain first-tier subcontractors when the County estimates the contract value for a Public Improvement to be greater than \$100,000. Specifically, when the contract amount of a first-tier subcontractor furnishing labor, or labor and materials, would be greater than or equal to: (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the Offeror must disclose the following information about that subcontract in its bid submission or within two (2) working hours after closing:

- (a) The subcontractor's name,
- (b) Dollar value and,
- (c) The category of work that the subcontractor would be performing.

If the Offeror will not be using any subcontractors that are subject to the above disclosure requirements, the Offeror is required to indicate "NONE" on the Disclosure Form.

**THE COUNTY MUST REJECT AN OFFER IF THE OFFEROR FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE.**

(2) An Offeror shall submit the disclosure form required by YCC 3.20.049.0360 either in its offer submission or within two (2) working hours after closing.

Compliance with the disclosure and submittal requirements is a matter of responsiveness. Offers which are submitted by closing, but for which the disclosure submittal has not been made by the specified deadline, are not responsive and shall not be considered for contract award.

(3) The County shall obtain, and make available for public inspection, the disclosure forms required by YCC 3.20.049.0360. The County shall also provide copies of disclosure forms to the Bureau of Labor and Industries as required by ORS 279C.835. The County is not required to determine the accuracy or completeness of the information submitted. Substitution of affected first-tier subcontractors shall be made only in accordance with ORS 279C.585.

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: N. Hill Rd Bridge Maintenance Project

BID #: PW25004Con CLOSING: Date: 10/28/2025 Time: 2:00 PM

This form must be submitted at the location specified in the Invitation to Bid on the advertised closing date or within two working hours after the advertised closing time.

List below the name of each subcontractor that will be furnishing labor or will be furnishing labor and materials and that is required to be disclosed, the category of work that subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED.)

SUBCONTRACTOR NAME	CATEGORY OF WORK	DOLLAR VALUE
<u>NONE</u>		\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (Offeror name): BENT LLC

Contact name: Ben Hurliman Phone no.: 503-354-4203



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Anchor Insurance and Surety, Inc PO Box 2808 Portland OR 97208	<b>CONTACT NAME:</b> Lisa Steele <b>PHONE (A/C, No, Ext):</b> 503-224-2500 <b>E-MAIL ADDRESS:</b> certificates@anchorias.com	<b>FAX (A/C, No):</b> 503-224-9830
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Bent LLC P.O. Box 66 Scio OR 97374	<b>INSURER A:</b> Crum & Forster Indemnity Company <b>INSURER B:</b> The North River Insurance Company <b>INSURER C:</b> SAIF Corporation <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> 31348 <b>INSURER B:</b> 21105 <b>INSURER C:</b> 36196	
	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
	<b>INSURER A:</b> <b>INSURER B:</b> <b>INSURER C:</b>	
	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1465110851

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 <input checked="" type="checkbox"/> OTHER: LTD Jobsite Poll	Y	Y	506-918175-3	6/9/2025	2/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Stop Gap/Overhead \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	506-918175-3	6/9/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pollution Liability \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			582-130102-5	6/9/2025	2/1/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	<input checked="" type="checkbox"/> 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/A	862794	10/1/2025	10/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER OR E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Certificate holder and all other entities are additional insureds when specified by written contract. Coverage is primary and non-contributory and includes waiver of subrogation when required by written contract. All subject to the terms, conditions and exclusions of the policies. Endorsements attached. MG 20 003 06/18 Additional Insured, FM.114.0.1378 10/13 Commercial Auto enhancement endorsement, MG 20 004 07/18 Contractors Enhancement Endorsement

Umbrella (Excess) liability is excess over General Liability, Auto Liability and Employers Liability

RE: N. Hill Rd Bridge Maintenance Project

Additional Insureds: Yamhill County, its officers, employees, agents and volunteers and State of Oregon, the Oregon Transportation

**CERTIFICATE HOLDER****CANCELLATION**

Yamhill County Department of Public Works 2060 Lafayette Avenue McMinnville OR 97128	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

#### **SCHEDULE**

- |   |  |
|---|--|
| 1. Broadened Insured Status   | 14. Audio, Visual, And Data Electronic Equipment                       |
| 2. Blanket Additional Insured When Required Under Written Contract  | 15. Loan/Lease Payoff Coverage   |
| 3. Employee Hired Autos Liability Coverage  | 16. Airbag Coverage  |
| 4. Employees As Insureds  | 17. Multiple Deductible Protection – Covered “Auto” And Trailer        |
| 5. Coverage Extensions – Supplementary Payments   | 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss           |
| 6. Limited Fellow Employee Coverage   | 19. Non-Owned Auto Waiver Of Subrogation                               |
| 7. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage) | 20. Blanket Waiver Of Subrogation When Required Under Written Contract |
| 8. Custom Signs And Decoration  | 21. Coverage Territory – Short Term Hired Commercial “Autos”           |
| 9. Extended Towing Coverage   | 22. Limited Mexico Coverage  |
| 10. Glass Breakage  | 23. Unintentional Failure To Disclose Hazards                          |
| 11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles                | 24. Mental Anguish Resulting From “Bodily Injury”                      |
| 12. Extra Expense – Stolen Vehicles   | 25. Waiver Of Sovereign Immunity                                       |
| 13. Personal Effects Coverage   | 26. Application Of This Endorsement                                    |

## 1. Broadened Insured Status

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph **A.** Coverage, Subparagraph **1.** Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision **1.A.** does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision **1.B.:**

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
  - a. A joint venture or partnership; or
  - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## 2. Blanket Additional Insured When Required Under Written Contract

Paragraph **A.1.** Who Is An Insured under SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph **a.** of Condition **5.** Other Insurance of Part **B.** General Conditions under Section **IV** – Business Auto Conditions is amended by the addition of the following:

Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision **2.** of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between

you and the additional insured specifically requires that this insurance be primary.

### **3. Employee Hired Autos Liability Coverage**

The following is added to the Who Is An Insured Provision of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a written contract or written agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

### **4. Employees As Insureds**

The following is added to the Section II – COVERED AUTOS LIABILITY COVERAGE, Paragraph **A.1.** Who Is An Insured Provision:

Any "employee" of yours while using with your permission a covered "auto" you don't own, hire or borrow if such "auto" is being used in your business or your personal affairs.

### **5. Coverage Extensions - Supplementary Payments**

Paragraphs **a.(2)** and **a.(4)** under SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph **2.a.** Supplementary Payments are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased to \$5,000; and
2. In **a.(4)**, the limit for the actual loss of earnings is increased to \$1,000 per day.

### **6. Limited Fellow Employee Coverage**

The following is added to Subparagraph **5.** Fellow Employee under Paragraph **B.** Exclusions in SECTION II – COVERED AUTOS LIABILITY COVERAGE:

But this exclusion does not apply if:

- a. the "bodily injury" results from the use of a covered "auto" you own or hire, and
- b. you have Workers Compensation insurance in force covering all of your "employees."

Such coverage as is afforded by this provision is excess over any other collectible insurance.

### **7. Limited Hired Auto - Physical Damage Coverage - Private Passenger (Includes Employee Hired Autos Physical Damage Coverage)**

The following is added to Subparagraph **1.** under Paragraph **A.** Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE:

d. Limited Hired Auto – Physical Damage – Private Passenger

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, and if Physical Damage Coverage of Comprehensive or Collision is provided under this Coverage Form for any "auto" you own, then Comprehensive and Collision Physical Damage Coverages as provided under SECTION III – PHYSICAL DAMAGE COVERAGE of this Coverage Part are extended to "autos" of the private passenger type you or your employee hires under a written contract or written agreement without a driver, at your direction, for the purpose of conducting your business, subject to the following:

- (1) The most we will pay for "loss" to any hired "auto" is \$35,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

- (2) The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger type for that coverage, or \$1,000, whichever is less.
- (3) Limited Hired Auto – Physical Damage – Private Passenger coverage is excess over any other collectible insurance.
- (4) Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger type insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$20 per day subject to a maximum of \$1,000.

If a limit for Hired Auto – Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$35,000 limit indicated above.

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## **8. Custom Signs And Decoration**

The following is added to Paragraph **A.** Coverage **1.** under SECTION **III** – PHYSICAL DAMAGE COVERAGE:

In the event of a total loss to an "auto" insured for auto physical damage coverage on this policy, in addition to the actual cash value of the "auto", we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

## **9. Extended Towing Coverage**

If the named insured carries Comprehensive and Collision Coverage for the damaged covered commercial "auto", then this coverage extension **9.** applies to that covered "auto." If the damaged covered "auto" is of the private passenger type, then in addition to Comprehensive and Collision Coverage, the damaged covered "auto" must also carry Towing Coverage in order for this coverage extension **9.** to apply.

The following is added to Paragraph **A.2.** Towing under SECTION **III** – PHYSICAL DAMAGE COVERAGE:

We will pay for towing and associated labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "autos", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

## **10. Glass Breakage**

If you carry Comprehensive Coverage for the damaged covered "auto", then this coverage extension applies to that covered "auto":

The following is added to Paragraph **A.3.** Glass Breakage - Hitting A Bird Or Animal – Falling Objects Or Missiles under SECTION **III** – PHYSICAL DAMAGE COVERAGE:

Any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced. If the glass must be replaced and there is no other damage associated with the "loss", the deductible will be \$100 unless

a lower deductible is shown on the declarations page for this coverage.

## **11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles**

### **A. If The Covered "Auto" Has Comprehensive Or Specified Causes Of Loss Physical Damage Coverage:**

Paragraph a. Transportation Expenses under SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is replaced by the following:

If your covered "auto" is damaged or stolen and the damage or theft is covered by Comprehensive or Specified Causes of Loss coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for the necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the theft or damage and ending, regardless of the policy's expiration,

- a. when the covered "auto" is returned to use or we pay for its "loss" in the event of a total theft of the covered "auto", or
- b. when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier in the event of a "loss" due to a cause other than the total theft of the covered "auto."

Except with respect to losses pertaining to the total theft of covered "autos" of the private passenger type, this coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

### **B. If The Covered "Auto" Has Collision Physical Damage Coverage:**

If your covered "auto" is damaged and the damage is covered by Collision coverage provided by this policy, we will pay up to \$50 per day subject to a maximum limit of \$1,500 for necessary and actual temporary transportation expenses (including rental reimbursement) incurred by you during the period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, when the covered "auto" is repaired or replaced, or we pay for its "loss", whichever is earlier.

This coverage does not apply while there are spare or reserve "autos" available to you.

No deductible applies to this coverage.

## **12. Extra Expense - Stolen Vehicles**

The following is added under Paragraph A.4.a. Coverage Extensions of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to the named insured if such covered "auto" carries Comprehensive coverage.

### **13. Personal Effects Coverage**

Paragraph **A.** Coverage under SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following coverage:

#### Personal Effects Coverage

1. We will pay for "loss" to personal property or effects which are owned by an insured and in or on your covered "auto" at the time of "loss" in the event of a total theft of that covered "auto."
2. Subject to Paragraph **C.** Limit Of Insurance under SECTION III – PHYSICAL DAMAGE COVERAGE, we will pay up to \$500 for "loss" of personal property or effects in any one "accident" involving total theft of a covered "auto".

This insurance will not apply if, at the time of "loss", the covered "auto" is unattended, unless the "loss" is the result of forced entry into the covered "auto" while all doors, windows or other openings are closed and locked and there is evidence of forced entry.

Under this extension, we will not pay for "loss" to the following: accounts, bills, currency, deeds, evidences of debt, money, notes or securities; electronic equipment or tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment; jewelry, watches, necklaces, bracelets, gems, gold, platinum, silver, furs; animals, birds, or fish or any motorized vehicle.

This coverage will be excess over any other collectable insurance. No deductible applies to this coverage.

### **14. Audio, Visual, And Data Electronic Equipment**

The sub-limit in Paragraph **C.2.** of the Limit of Insurance Provision of SECTION III- PHYSICAL DAMAGE COVERAGE is increased to \$1,500.

### **15. Loan/Lease Payoff Coverage**

The following is added to Limit of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less;

1. The amount paid under the Physical Damage Coverage Section of the policy, and
2. Any;
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

This coverage is limited to a maximum of \$1,500 for each covered "auto".

## **16. Airbag Coverage**

If the named "insured" carries Comprehensive and Collision Coverage for the damaged covered "auto", then this coverage extension **16.** applies to that covered "auto".

The following is added to Subparagraph **3.a.** under Paragraph **B.** Exclusions in SECTION III - PHYSICAL DAMAGE COVERAGE:

The accidental discharge of an airbag shall not be considered mechanical or electrical breakdown and therefore shall not be excluded. This provision does not apply to "autos" you hire with a driver and it is excess over any warranty specifically designed to provide this coverage.

## **17. Multiple Deductible Protection – Covered "Auto" And Trailer**

If you carry Comprehensive and Collision coverages for the damaged covered "autos", then this coverage extension **17.** applies to those covered "autos":

The following is added to Paragraph **D.** Deductible under SECTION III - PHYSICAL DAMAGE COVERAGE:

Whenever a covered "auto" and trailer are each damaged in the same "loss" while operating as a combined truck and trailer unit, only one deductible shall apply to the "accident". The larger of the two deductibles shall apply.

If another policy or coverage form issued by us, that is not an automobile policy or coverage form, applies to the same "loss" or "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is not the largest deductible, it will be waived.
2. If the deductible under this Business Auto Coverage Form is the largest deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

## **18. Duties In The Event Of An Accident, Claim, Suit, Or Loss**

A. Subparagraph **2.a.** under Paragraph **A.** Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to notification requirements apply only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of "accidents" or "loss" to insurers, if you are a corporation; or
5. A member, if you are a limited liability company.

B. Subparagraph **2.b.(2)** under Paragraph **A.** Loss Conditions in SECTION IV – BUSINESS AUTO CONDITIONS is amended so that your obligations relative to providing us with documents concerning a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. A member, if you are a joint venture;
4. An executive officer, insurance manager or any other person designated by you to send notices of claims or "suits" to insurers, if you are a corporation; or

5. A member, if you are a limited liability company.

### **19. Non-Owned Auto Waiver Of Subrogation**

The following is added to Subparagraph **5. Transfer Of Rights Of Recovery Against Others To Us**, under Paragraph **A. Loss Conditions** in SECTION **IV – BUSINESS AUTO CONDITIONS**:

We hereby waive any right of subrogation against any of your officers, directors, or “employees” which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned “autos”.

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or “employee”.

### **20. Blanket Waiver Of Subrogation When Required Under Written Contract**

The following is added to Subparagraph **5. Transfer Of Rights Of Recovery Against Others To Us**, under Paragraph **A. Loss Conditions** in SECTION **IV - BUSINESS AUTO CONDITIONS**:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the "accident" or "loss"; or
3. executed after the "accident" or "loss" if:
  - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
  - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

### **21. Coverage Territory - Short Term Hired Commercial "Autos"**

Paragraph **7. Policy Period, Coverage Territory** under Paragraph **B. General Conditions** in SECTION **IV – BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered “auto” of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The “insured’s” responsibility to pay damages is determined in a “suit” on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover “loss” to, or “accidents” involving, a covered “auto” while being transported between any of these places.

## 22. Limited Mexico Coverage

### WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - **NOT** THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A **CRIMINAL OFFENSE** AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER **THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES** AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES **NOT** APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

### A. Coverage

1. Paragraph 7. Policy Period, Coverage Territory of the General Conditions is amended by the addition of the following:

The coverage territory is extended to include Mexico but only for:

- a. "Accidents" or "losses" occurring within 25 miles of the United States border; and
  - b. Trips into Mexico of 10 days or less.
2. Condition 5. Other Insurance of Part B. General Conditions under Section IV - Business Auto Conditions is replaced by the following:

The insurance provided by this Provision 22 will be excess over any other collectible insurance.

### B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

### C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.
2. To any "insured" who is not a resident of the United States.

## 23. Unintentional Failure To Disclose Hazards

The following is added to Paragraph B. General Conditions in SECTION IV – BUSINESS AUTO CONDITIONS:

If you unintentionally fail to disclose any hazards existing on the effective date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

## **24. Mental Anguish Resulting From "Bodily Injury"**

The definition of "bodily injury" in SECTION V - DEFINITIONS is replaced by the following:

"Bodily injury" means physical injury, physical sickness or physical disease sustained by any person, including "mental anguish" or death resulting from any of these. It does not include mental anguish to any person which occurs in the absence of physical injury, physical sickness or physical disease to that person.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

## **25. Waiver Of Sovereign Immunity**

The following provision applies if you are a "governmental entity" or we have added a "governmental entity" to your policy as an additional insured, and the "governmental entity" requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the "governmental entity":

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the "governmental entity", the immunity of the "governmental entity" or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the "governmental entity" without first obtaining express advance permission from the designated representative of the "governmental entity."

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, "governmental entity" means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

## **26. Application Of This Endorsement**

The coverage enhancements provided by this endorsement apply to the Business Auto Coverage Form. If your policy includes other endorsements in addition to this Commercial Automobile Broad Form Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Commercial Automobile Broad Form Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Commercial Automobile Broad Form Endorsement, even if the terms of such other endorsement(s) have the effect of limiting, excluding or reducing the coverage provided under this Commercial Automobile Broad Form Endorsement.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS GENERAL LIABILITY ENHANCEMENT ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

- |  |   |
|--|---|
| 1. Expected Or Intended Injury                               | 16. Additional Insured – Engineers, Architects, Or Surveyors  |
| 2. Amended Defense Coverage For Indemnitees                  | 17. Additional Insured – Managers Or Lessors Of Premises  |
| 3. Non-Owned Watercraft                                      | 18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations |
| 4. Non-Owned Aircraft  | 19. Broad Knowledge / Notice Of Occurrence  |
| 5. Property Damage Liability – Borrowed Equipment            | 20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us   |
| 6. Property Damage Liability – Elevators                     | 21. Unintentional Failure To Disclose Hazards   |
| 7. Damage To Premises Rented To You                          | 22. Mental Anguish, Mental Injury Or Humiliation  |
| 8. Contractual Liability For Personal And Advertising Injury | 23. Mobile Equipment  |
| 9. Medical Payments  | 24. Waiver Of Sovereign Immunity  |
| 10. Supplementary Payments                                   | 25. Aggregate Limits Of Insurance Per Project   |
| 11. Broad Form Named Insured                                 | 26. Contractual Liability – Work Within 50 Feet Of Railroads  |
| 12. Fellow Employee Coverage                                 | 27. Primary Insurance – Additional Insureds By Written Contract   |
| 13. Incidental Medical Malpractice Liability                 | 28. Liberalization Clause   |
| 14. Newly Acquired Organizations                             | 29. Electronic Data Liability   |
| 15. Additional Insured – Lessors Of Leased Equipment         | 30. Application Of This Endorsement   |

## 1. Expected Or Intended Injury

Exclusion **a. Expected Or Intended Injury** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

“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.

## 2. Amended Defense Coverage For Indemnitees

**Supplementary Payments – Coverages A And B** is amended as follows:

Paragraph **2.d.** under **Section I – Supplementary Payments – Coverages A And B** is hereby deleted.

Paragraph **2.e.** under **Section I – Supplementary Payments – Coverages A And B** is replaced by the following:

The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such “suit”. In the event we agree a conflict exists between the interests of the insured and the interests of the indemnitee, we will select and assign separate defense counsel for the indemnitee and pay reasonable attorneys’ fees and necessary litigation expenses; and

## 3. Non-Owned Watercraft

Paragraph **(2)(a)** of Exclusion **g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**(a)** Less than 55 feet in overall length; and

## 4. Non-Owned Aircraft

Exclusion **g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to an aircraft, in which you have no ownership interest, provided:

**a.** It is:

**(1)** Loaned to;

**(2)** Rented by; or

**(3)** Hired or chartered by

the insured with a paid and licensed crew;

**b.** It is not being used to carry persons or property for a charge; and

**c.** The pilot in command holds a currently effective license, issued by the duly constituted authority of the United States of America or Canada, designating him or her as a commercial airline pilot for the particular aircraft being flown.

## 5. Property Damage Liability – Borrowed Equipment

Paragraph **(4)** of Exclusion **j. Damage To Property** under **Section I – Coverage A – Bodily Injury And**

**Property Damage Liability** is amended to include the following:

This exclusion does not apply to equipment which you borrow from a person or entity, other than an insured, unless the "property damage" occurs while such equipment is being used by an insured at a job site.

Subject to all terms of **Section III – Limits Of Insurance**, the maximum limit in any one "occurrence" is \$25,000 subject to an annual aggregate of \$50,000 for all "occurrences".

The insurance provided by this exception to Exclusion **j.(4)** as set forth in Paragraph **5.** of this Contractors General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

## **6. Property Damage Liability – Elevators**

Exclusion **j. Damage To Property** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is amended to include the following:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to liability arising out of the use of elevators.

The insurance provided by this exception to Exclusions **j.(3)** and **j.(4)** as set forth in Paragraph **6.** of this Contractors General Liability Enhancement Endorsement is excess over any other valid and collectible insurance available to the insured whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or any other basis, that would also apply to the loss covered under this provision.

## **7. Damage To Premises Rented To You**

**a.** The last paragraph of **2. Exclusions** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

- (1)** With respect to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c.** through **n.**, do not apply.
- (2)** With respect to damage by other than fire to premises while rented to you or temporarily occupied by you with permission of the owner, Exclusions **c.** through **n.**, except for Exclusion **f.**, do not apply unless the damage arises out of "your work".

A separate limit of insurance applies to the coverage set forth in **(1)** and **(2)** above as described in **Section III – Limits Of Insurance.**

**b.** **Section III – Limits Of Insurance** is amended by replacing Paragraph **6.** with 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 any one premises while rented to you or temporarily occupied by you with the permission of the owner. The Damage To Premises Rented To You Limit is the amount set forth in the Declarations or \$300,000, whichever is greater.

## **8. Contractual Liability For Personal And Advertising Injury**

Exclusion **e. Contractual Liability** under **Section I – Coverage B – Personal And Advertising Injury Liability** is amended to add the following after the last sentence:

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This exclusion also does not apply to that part of any contract or agreement pertaining to your business under which you assume the “tort liability” of another party to pay for “personal and advertising injury” to a third party or organization, provided the “personal and advertising injury” offense occurs subsequent to the execution of the contract or agreement.

For the purposes of this provision, “tort liability” means a liability that would be imposed by law in the absence of any contract or agreement.

## 9. Medical Payments

**Section I – Coverage C – Medical Payments** is amended to include the following only if **Coverage C – Medical Payments** is not otherwise excluded from this coverage part:

The Medical Payments Limit is changed to the greater of:

- a. \$15,000; or
- b. The Medical Expense Limit shown in the Declarations of this coverage part.

Paragraph **1.a.(3)(b)** under **Section I – Coverage C – Medical Payments** is replaced by the following:

The expenses are incurred and reported to us within three years of the date of the accident; and

## 10. Supplementary Payments

**Supplementary Payments – Coverages A And B** under **Section I – Coverages** is amended as follows:

- a. The bail bonds limit shown in Paragraph **1.b.** is increased from \$250 to \$2,500.
- b. The actual loss of earnings limit shown in Paragraph **1.d.** is increased from \$250 to \$1,000.

## 11. Broad Form Named Insured

Paragraph **1.d.** under **Section II – Who Is An Insured** is amended to include the following:

If you are an organization other than a partnership, limited liability company or joint venture, any of your subsidiary companies or any company over which you exercise control and actively manage will qualify as an insured only if other valid and collectible insurance does not apply.

## 12. Fellow Employee Coverage

Paragraph **2.a. (1)(a)** under **Section II – Who Is An Insured** is deleted.

## 13. Incidental Medical Malpractice Liability

Paragraph **2.a. (1)(d)** under **Section II – Who Is An Insured** does not apply to “employees” who are employed as nurses or other “employees”, excluding physicians and medical doctors, who provide incidental health care services within the scope of their employment by you.

## 14. Newly Acquired Organizations

Paragraph **3.a.** under **Section II – Who Is An Insured** is replaced by the following:

- a. Coverage under this provision is afforded only until the end of the policy period.

#### 15. Additional Insured – Lessors Of Leased Equipment

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment and with whom you have agreed to add as an additional insured to this policy by written contract or written agreement but only with respect to “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of the equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:
  - (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
- b. The limits of insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any “occurrence” which takes place after the equipment lease expires or is terminated.

#### 16. Additional Insured – Engineers, Architects, Or Surveyors

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer or surveyor engaged by you and with whom you have agreed by written contract to add as an additional insured to this policy, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - (1) In connection with your premises; or
  - (2) In the performance of your ongoing operations.

However, the insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than that which you are required by the written contract to provide for such additional insured.

- b. The limits of insurance applicable to the additional insured are those specified in the written contract in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.
- c. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering of or the failure to render any professional services by or for you, 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 services by or for you.

## 17. Additional Insured – Managers Or Lessors Of Premises

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any manager or lessor of premises leased to you and with whom you have agreed by written contract to add as an additional insured to this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” that takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by, or on behalf of, the manager or lessor of the premises.
- b. However, the insurance afforded to such additional insured:
- (1) Only applies to the extent permitted by law; and
  - (2) Will not be broader than that which you are required by the written contract to provide for such additional insured.
- c. The limits of insurance applicable to the additional insured are those specified in the written contract or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

## 18. Additional Insured – State Or Governmental Agency Or Subdivision Or Political Subdivision – Permits Or Authorizations

- a. **Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision which has issued a permit or authorization to you.

- (1) This applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (a) The insurance afforded to such additional insured applies to the extent permitted by law; and
  - (b) 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.
- (2) This insurance does not apply to:
    - (a) “Bodily injury”, “property damage” or “personal and advertising injury” arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
    - (b) “Bodily injury” or “property damage” included within the “products-completed operations hazard”.
- b. The limits of insurance applicable to the additional insured are those specified in the contract or agreement or in the Declarations of this policy, whichever are less. These limits of insurance are inclusive of, and are not in addition to, the limits of insurance shown in the Declarations of this policy.

## 19. Broad Knowledge / Notice Of Occurrence

**Section IV – Commercial General Liability Conditions** is amended to include the following:

- a. The requirement in Condition **2.a.**, which states that you must see to it that we are notified of any “occurrence” or offense, applies only when the “occurrence” or offense is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a joint venture;
  - (4) An “executive officer”, manager or supervisor if you are a corporation; or
  - (5) A member, if you are a limited liability company.
  
- b. The requirement in Condition **2.b.**, which states that you must see to it that we receive notice of a claim or “suit”, will not be considered breached unless the breach occurs after such claim or “suit” is known to:
  - (1) You, if you are an individual;
  - (2) A partner, if you are a partnership;
  - (3) A member, if you are a joint venture;
  - (4) An “executive officer”, manager or supervisor if you are a corporation; or
  - (5) A member, if you are a limited liability company.

If you report an accident to your Workers Compensation insurance carrier which later develops into a claim or “suit” for a liability “occurrence” for coverage which is provided by this policy, failure to report such “occurrence” to us at the time of the accident shall not be a violation of the notification of loss condition (Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV – Commercial General Liability Conditions**) contained in this policy. It is agreed, however, that you shall give notification of such claim or “suit” to us as soon as you are made aware of the fact that the particular accident has developed into a claim or “suit”.

## **20. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

Condition **8. Transfer Of Rights Of Recovery Against Others To Us** under **Section IV – Commercial General Liability Conditions** is amended to include the following:

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” when you have waived such right of recovery under a written contract with that person or organization. Such written contract must be:

- a. Currently in effect or becoming effective during the term of this policy; and
- b. Executed prior to the “bodily injury”, “property damage” or “personal and advertising injury”.

Alternatively, the written contract may be executed after the “bodily injury”, “property damage” or “personal and advertising injury” but only if:

- (i) The terms and conditions of the written contract had been agreed upon prior to the “bodily injury”, “property damage” or “personal and advertising injury”; and
- (ii) The insured can definitively establish that the terms and conditions of the written contract ultimately executed are the same as those which had been agreed upon prior to the “bodily injury”, “property damage” or “personal and advertising injury”.

## **21. Unintentional Failure To Disclose Hazards**

**Section IV – Commercial General Liability Conditions** is amended to include the following:

**Unintentional Failure To Disclose Hazards**

Your unintentional failure to disclose all hazards or prior “occurrences” existing as of the inception date of this policy shall not prejudice the coverage afforded by this policy.

**22. Mental Anguish, Mental Injury Or Humiliation**

The definition of “bodily injury” in Paragraph 3. under **Section V – Definitions** is replaced by the following:

“Bodily injury” means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, humiliation or death resulting from any of these at any time.

**23. Mobile Equipment**

Paragraph 12. under **Section V – Definitions** is amended to include the following:

Paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**24. Waiver Of Sovereign Immunity**

The following provision applies if you are a “governmental entity” or we have added a “governmental entity” to your policy as an additional insured, and the “governmental entity” requires us to obtain permission prior to asserting a defense involving governmental immunity or the jurisdiction of the tribunal over the “governmental entity”:

We shall not raise any defense involving, in any way, the jurisdiction of the tribunal over the “governmental entity”, the immunity of the “governmental entity” or its commissioners, officers, agents or employees, the governmental nature of such entity, or the provisions of any statutes respecting suits against the “governmental entity” without first obtaining express advance permission from the designated representative of the “governmental entity”.

Application of this provision shall not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

For the purposes of this provision, “governmental entity” means a state, county, district, municipality, town, township, borough, parish, village, or other political subdivision or governmental agency or subdivision.

**25. Aggregate Limits Of Insurance Per Project**

**Section III – Limits Of Insurance** is amended to include the following:

8. The General Aggregate Limit described in 2. above is subject to the following:

- a. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a “single construction project” away from premises owned by or rented to the insured:

(1) A separate Single 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 Single 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”.
- b. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Single 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 Single Construction Project General Aggregate Limit for any other construction project.
- c. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You 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 Single Construction Project General Aggregate Limit.
- d. For all sums which the insured becomes legally obligated to pay as damages caused by “occurrences” under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a “single construction project” away from premises owned by or rented to the insured:
- (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 Single Construction Project General Aggregate Limit.
- e. 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 Single Construction Project General Aggregate Limit.
- f. If a “single construction project” away from premises owned by or rented to the insured has been abandoned or delayed 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.
- g. “Single construction project” means each single designated construction project for which you are obligated by written agreement to maintain general liability insurance with a separate per project general aggregate limit that applies only to that construction project. The agreement must be executed prior to the “occurrence” of the “bodily injury” or “property damage”.

The provisions of **Section III – Limits Of Insurance**, not otherwise modified by this provision, shall continue

to apply as stipulated.

## **26. Contractual Liability – Work Within 50 Feet Of Railroads**

The definition of “insured contract” in Paragraph 9. under **Section V – Definitions** is amended as follows:

Paragraph 9.c. is replaced by the following:

c. Any easement or license agreement;

Paragraph 9.f.(1) is hereby deleted.

## **27. Primary Insurance – Additional Insureds By Written Contract**

Paragraph a. **Primary Insurance** of Condition 4. **Other Insurance** under **Section IV – Commercial General Liability Conditions** is replaced by the following:

### **a. Primary Insurance**

- (1) This insurance is primary except when Paragraph a.(2) or Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then we will share with all that other insurance by the method described in Paragraph c. below.
- (2) This insurance is excess over and shall not contribute with any other valid and collectible insurance available to any person or entity added as an additional insured to this policy under the terms of the Contractors General Liability Enhancement Endorsement or by attachment of any other endorsement, regardless of whether such other insurance is provided on a primary, excess, contingent or on any other basis, unless the written contract between you and the additional insured requires that this insurance apply on a primary and/or non-contributory basis, in which case this insurance will apply in the manner required by such contract.

## **28. Liberalization Clause**

If we adopt a change in the coverage form, CG 00 01, which broadens coverage without an additional premium charge, the broader coverage will apply to this policy on the effective date of approval in the state shown in the Named Insured’s address in the Declarations of this policy.

## **29. Electronic Data Liability**

a. Exclusion 2.p. of **Coverage A – Bodily Injury And Property Damage Liability in Section I – Coverages** is replaced by the following:

This insurance does not apply to damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

b. The following is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

c. The following paragraph is added to **Section III – Limits Of Insurance:**

Subject to 5. above, the most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is \$100,000.

d. The following definition is added to the **Definitions** section:

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

e. For the purposes of the coverage provided by this endorsement, the definition of "property damage" in the **Definitions** section is replaced by the following:

"Property damage" means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

### 30. Application Of This Endorsement

The coverage enhancements provided by this endorsement apply to the Commercial General Liability Coverage Part. If your policy includes other endorsements in addition to this Contractors General Liability Enhancement Endorsement, and there is a conflict between any of the terms of such endorsement(s) and this Contractors General Liability Enhancement Endorsement, the terms of the other endorsement(s) shall be given priority and control over the terms set forth in this Contractors General Liability Enhancement Endorsement, even if the terms of such other endorsement(s) have the effect of

limiting, excluding or reducing the coverage provided under this Contractors General Liability Enhancement Endorsement.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS SCHEDULED AND **BLANKET** **ADDITIONAL** INSUREDS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

#### SCHEDULE

Name of Additional Persons or Organizations:	Designated Projects or Locations:
All projects as required by written contract	All operations of the named insured

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization that you are required by “written contract” to add as an additional insured on this policy. In addition, if a person or organization is scheduled above, **Who Is An Insured** is amended to also include that person or organization as an additional insured.

**B.** The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to:
  - a. Liability for “bodily injury”, “property damage” or “personal and advertising injury” caused in whole or in part by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured as specified in the “written contract”; or
  - b. “Bodily injury” or “property damage” included within the “products-completed operations hazard” and caused in whole or in part by “your work” specified in the “written contract”, but only if:
    - (1) The “written contract” requires you to provide the additional insured such coverage;
    - (2) This policy provides such coverage; and
    - (3) The loss occurs within the period of time required by the “written contract” and prior to the expiration date of the policy.
2. This policy will not provide the additional insured with any broader coverage or any higher limit of insurance than the lesser of:
  - a. Coverage afforded under this policy; or
  - b. Coverage required by the “written contract”.
3. Coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured, whether on a primary, excess, contingent or any other basis, unless the “written contract” requires that

this insurance apply on a primary and non-contributory basis.

4. The insurance provided to the additional insured does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of:
  - a. An architect’s, engineer’s or surveyor’s rendering of, or the failure to render any professional services, including:
    - (1) The preparing, approving, or failure to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    - (2) Supervision or inspection performed as part of any related architectural or engineering activities; or
  - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this policy.

**C. Section IV – Commercial General Liability Conditions** is amended as follows:

1. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us prompt written notice of any “occurrence” or offense which may result in a claim or “suit” under this insurance, and of any actual claim or “suit”;
- (2) Except as provided in Paragraph **B.3.** of this endorsement, agree to make available any other insurance the additional insured has for a loss we cover under this policy;
- (3) Immediately forward all legal papers to us, cooperate with us in the investigation, defense, or settlement of the claim or “suit”, and otherwise comply with the policy conditions; and
- (4) Tender the defense and indemnity of any claim or “suit” to any other insurer whose policy may provide coverage for a loss covered under this endorsement including, but not limited to, any insurer that has issued a policy under which the additional insured qualifies as an insured; however, if the “written contract” requires this insurance to be primary and non-contributory, this provision does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or “suit” from the additional insured.

- D. Only for the purpose of the insurance provided by this endorsement, **Section V – Definitions** is amended to add the following definition:

“Written contract” means a written contract or written agreement that requires you to make a person or organization an additional insured under this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was signed and executed prior to the “bodily injury” or “property damage” or “personal

and advertising injury” for which coverage under this policy is sought by the additional insured.

All other terms and conditions remain unchanged.

**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 04-2025)

**SAIF policy:** 862794 Bent LLC

## Waiver of Our Right to Recover from Others Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

Description: ALL OPERATIONS

Contractor name: Persons and/or organizations with whom the insured-employer is required by written contract to waive subrogation rights.

This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

The premium charge for this endorsement is based on one (1) percent of your manual premium.

**Effective date:** October 01, 2025

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned August 27, 2025 at Salem, Oregon



WC000313  
(Ed. 04-2025)

Chip Terhune  
President and Chief Executive Officer