



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No. 80-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE AWARD OF A CONTRACT TO PACIFIC EXCAVATION, INC. FOR THE CONSTRUCTION OF THE STANLEY AVENUE STORM PIPE REPLACEMENT PROJECT, CIP-2014-Y05.**

**WHEREAS**, the existing stormwater system in the area is deficient in structure and service reliability; and

**WHEREAS**, stormwater system improvements were approved for funding in the 2014-2016 biennial budget and 2015-2020 Capital Improvement Plan; and

**WHEREAS**, Pacific Excavation, Inc. is the lowest responsive and responsible bidder;

**Now, Therefore, be it Resolved** that the City of Milwaukie authorizes the City Manager to sign a contract for the construction of the Stanley Avenue Storm Pipe Replacement Project with Pacific Excavation, Inc., in the amount of \$1,245,298.00.

Introduced and adopted by the City Council on July 7, 2015.

This resolution is effective on July 7, 2015.

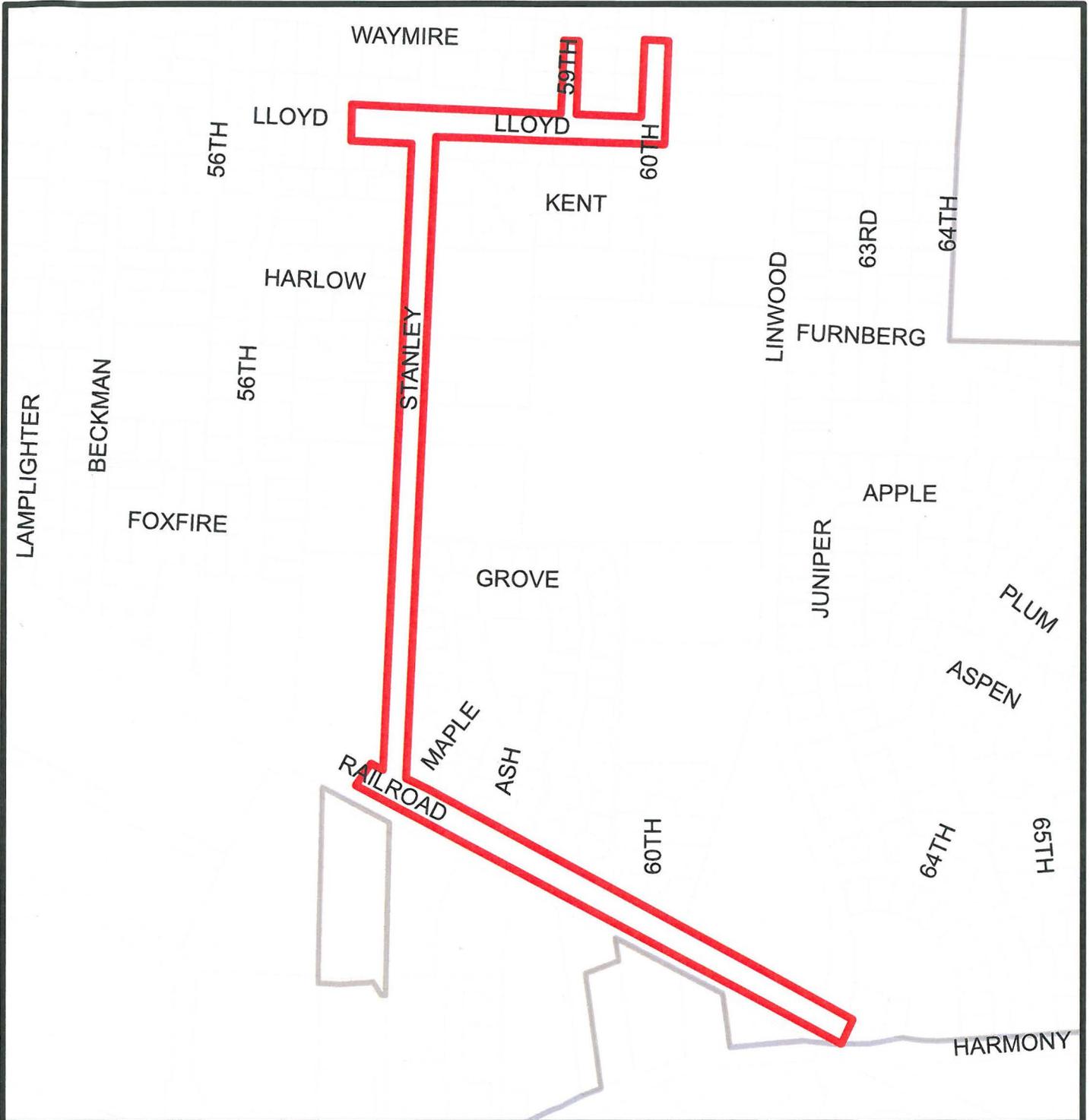
Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney



**MILWAUKIE**  
*Dogwood City of the West*

 Project Limits

Data Sources: City of Milwaukie GIS  
Metro Data Resource Center

Last Updated: 6/18/2015

The information depicted on this map is for general reference only. The City of Milwaukie cannot accept any responsibility for errors, omissions or positional accuracy. There are no warranties, expressed or implied, including the warranty of merchantability or fitness for a particular purpose, accompanying this product. However, notification of errors would be appreciated.





**PUBLIC IMPROVEMENT CONTRACT  
WITH THE CITY OF MILWAUKIE, OREGON  
FOR THE STANLEY AVENUE STORM PIPE  
REPLACEMENT PROJCT  
CIP-2014-Y05**

**THIS CONTRACT**, made and entered into this 29th day of June, 2015, by and between the City of Milwaukie, a municipal corporation of the State of Oregon, hereinafter called "City" and Pacific Excavation, Inc., 79 N. Danebo Avenue, Eugene, OR 97402, hereinafter called "Contractor", duly authorized to perform such services in Oregon.

**RECITALS**

**WHEREAS**, the City requires construction and related services which Contractor is capable of providing, under terms and conditions hereinafter described; and

**WHEREAS**, time is of the essence in this contract and all work under this contract shall be completed within the time period stated in the Bid;

**THEREFORE**, in consideration of the promises and covenants contained herein, the parties hereby agree as follows:

**1. Services**

Contractor's services under this Agreement shall consist of the following:

The project consists of construction of 5,500 lineal fee of storm pipe, 40 manholes, 28 catch basins, trench patching and performance of such additional and incidental work as called for by the Contract Documents, by this reference made a part hereof.

**2. Prevailing Wage**

If the contract price exceeds \$50,000 and this Contract is not otherwise exempt, workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and ORS 279C.840. The applicable prevailing wage rates may be accessed via the internet at: [http://www.oregon.gov/BOLI/WHD/PWR/pwr\\_book.shtml](http://www.oregon.gov/BOLI/WHD/PWR/pwr_book.shtml). Hard copies of the prevailing wage rates publication may be obtained by contacting the Oregon Bureau of Labor and Industries via telephone at: (971) 673-0839. If this Project is subject to the Davis-Bacon Act and the state prevailing rate of wage is higher than the federal prevailing rate of wage, the contractor and every subcontractor on the Project shall pay at least the state prevailing rate of wage as determined under ORS 279C.815.

The Contractor must have a public works bond filed with the Oregon Construction Contractors Board before starting work on the Project, unless exempt under ORS 279C.836 (4), (7), (8) or (9). The Contractor shall pay the applicable prevailing wage rates that are in effect at the time Owner enters into this Construction Contract with Contractor.

For contracts \$50,000 or greater, City shall pay a fee to the Bureau of Labor and Industries and shall be mailed or otherwise delivered to the Bureau at the following address:

Bureau of Labor and Industries  
Wage and Hours Division  
Prevailing Wage Unit  
800 NE Oregon Street, # 32  
Portland, Oregon 97232

3. **Contract Documents**

The Contractor is hereby bound to comply with all requirements of this agreement, the Contractor's proposal, the detailed specifications and requirements, the drawings, and the special conditions and modifications in conditions as set forth in the documents prepared by the City Engineer and the performance pertaining to this contract, in the City of Milwaukie, Oregon, and by this reference made a part hereof to the same legal force and effect as if set forth herein in full.

4. **City's Representative**

For purposes hereof, the City's authorized representative will be the Engineering Director, 6101 SE Johnson Creek Blvd, Milwaukie, Oregon 97206, telephone 503-786-7600.

5. **Contractor's Representative**

For purpose hereof, the Contractor's authorized representative will be Michael B. Carlsen.

6. **Contractor Identification**

Contractor shall furnish to the City the Contractor's employer identification number, as designated by the Internal Revenue Service, or Contractor's social security number, as City deems applicable.

7. **Compensation**

- A. **Payments:** City agrees to pay Contractor One Million Two Hundred Forty Five Thousand Two Hundred Ninety Eight Dollars (\$1,245,298.00) for performance of those services provided hereunder, which payment shall be based upon the following applicable terms:

Payment shall be based upon the unit prices bid by the Contractor, as listed in attached bid. Contractor shall prepare and submit each month to Project Manager, Brad Albert, 6101 SE Johnson Creek Blvd, Milwaukie, OR 97206, a statement of services rendered, (indicating the description of each service used in the bid and the dollar amount of each service completed through the stated date), together with a request for payment duly verified by the Contractor's Representative.

Payment by the City shall release the City from any further obligation for payment to Contractor for services performed or expenses incurred as of the date of the statement of services. Payment of installments shall not be considered acceptance or approval of any work or waiver of any defects therein. City certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

Contractor shall include proof of payment to any and all subcontractors and suppliers with each statement submitted to the City. The City shall retain the right to withhold payments if required proof of payment to subcontractor and suppliers is not included with a statement.

- B. Timing of Payments and Liquidated Damages:** Progress payments, less a five percent retainage as authorized by ORS 279C.555, shall be made to the Contractor within twenty (20) days of the City's receipt of the statement of services. The Contractor agrees that the "Time of Completion" is defined in the Bid, and agrees to complete the work by said date. The Contractor and City agree that the City will suffer damages each day the work remains uncompleted after the Time of Completion and that the amounts of those damages are difficult to calculate. Contractor and City agree that a reasonable amount of damages for late completion is \$ 300 per calendar day and Contractor agrees to pay such amounts as liquidated damages if the work is not completed by the Time of Completion. Contractor agrees that the liquidated damages specified herein are a fair way of ascertaining damages to the City and are not a penalty for late completion.
- C. Final Payment:** The Contractor shall notify the City in writing when the Contractor considers the project complete, and the City shall, within 15 days after receiving the written notice, either accept the work or notify the Contractor of work yet to be performed on the contract.

If accepted by the City, the remaining balance due to the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of said acceptance.

The City shall pay to the Contractor interest at the rate of one and one-half percent per month on the final payment due the Contractor, to commence 30 days after the work under the Contract has been completed and accepted and to run until the date when final payment is tendered to the Contractor. If the City does not, within 15 days after receiving written notice of completion, notify the Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.

As a further condition of final acceptance, the City may require the Contractor to submit evidence, satisfactory to the City's Representative, that all payrolls, material bills, and other indebtedness connected with the project have been paid. If any indebtedness or liens are in dispute, the Contractor may submit a surety bond satisfactory to the City guaranteeing payment of all such disputed amounts if such payment has not already been guaranteed by surety bond.

**8. Status of Contractor as Independent Contractor**

Contractor certifies that:

- A.** Contractor acknowledges that for all purposes related to this Agreement, Contractor is and shall be deemed to be an independent Contractor as defined by ORS 670.600 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of said finding and to the full extent of any

payments that City is required to make (to Contractor or to a third party) as a result of said finding.

- B. The undersigned Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this Agreement, except as specifically declared in writing.
- C. If this payment is to be charged against Federal funds, Contractor certifies that he or she is not currently employed by the Federal Government and the amount charged does not exceed his or her normal charge for the type of service provided.
- D. Contractor and its employees, if any, are not active members of the Oregon Public Employees Retirement System and are not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
- E. Contractor certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Contractor is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

**9. Subcontracts - Assignment & Delegation**

Contractor shall submit a list of Subcontractors for approval by the City, and Contractor shall be fully responsible for the acts or omissions of any Subcontractors and of all persons employed by them, and neither the approval by City of any Subcontractor nor anything contained herein shall be deemed to create any contractual relation between the Subcontractor and City.

This agreement, and all of the covenants and conditions hereof, shall inure to the benefit of and be binding upon the City and the Contractor respectively and their legal representatives. Contractor shall not assign any rights nor delegate any duties incurred by this contract, or any part hereof without the written consent of City, and any assignment or delegation in violation hereof shall be void.

**10. Contractor - Payment of Benefits - Hours of Work**

- A. The Contractor shall:
  - 1) Make payment promptly, as due, to all persons supplying to such Contractor labor or material for the performance of the work provided for in this contract;
  - 2) Pay all contributions or amounts due the Industrial Accident Fund under the Worker's Compensation Law from such Contractor or Subcontractor incurred in the performance of this contract;
  - 3) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167; and
  - 4) Not permit any lien or claim to be filed or prosecuted against the City of Milwaukie on account of any labor or material furnished;
- B. The Contractor or the Contractor's Surety and every Subcontractor or the Subcontractor's Surety shall file certified statements with the City in writing on a form prescribed by the Commissioner of the Bureau of Labor and Industries, certifying the hourly rate of wage paid each worker which the Contractor or the Subcontractor has employed upon such public work,

- 5) If Contractor fails to maintain reasonable relations with the public. Verbal abuse, threats, or other inappropriate behavior towards members of the public constitutes grounds for termination.

Any such termination of this agreement under paragraph (a) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- B. City, by written notice of default (including breach of contract) to Contractor, may terminate the whole or any part of this Agreement:

- 1) If Contractor fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- 2) If Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten (10) days or such other period as City may authorize.

The rights and remedies of City provided in the above clause related to defaults (including breach of contract) by Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

If City terminates this Agreement under paragraph (b), Contractor shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this Agreement as the services satisfactorily rendered by Contractor bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by City due to breach of contract by Contractor. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**16. Access to Records**

City shall have access to such books, documents, papers and records of Contractor as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts.

**17. Work is Property of City**

All work performed by Contractor under this Agreement shall be the property of the City.

**18. Adherence to Law**

- A. Contractor shall adhere to all applicable laws governing its relationship with its employees, including but not limited to laws, rules, regulations, and policies concerning workers' compensation, and minimum and prevailing wage requirements. Specifically but not by way of limitation, this contract is subject to all applicable provisions of ORS 279C.505, 279C.510, 279C. 515, 279C.520, 279C.525, 279C.530, 279C.540, 279C.570, 279C. 580, and 279C.800-279C.870.
- B. To the extent applicable, the Contractor represents that it will comply with Executive Order 11246 as amended, Executive Order 11141, Section 503 of the Vocational Rehabilitation Act of 1973 as amended and the Age Discrimination Act of 1975, and all rules and regulations issued pursuant to the Acts.

- C. As provided by ORS 279C.525, 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 this contract are by reference incorporated herein to the same force and affect as if set forth herein in full. If the Contractor must undertake additional work due to the enactment of new or the amendment of existing statutes, ordinances or regulations occurring after the submission of the successful bid, the City shall issue a Change Order setting forth the additional work that must be undertaken. The Change Order shall not invalidate the Contract and there shall be, in addition to a reasonable extension, if necessary, of the contract time, a reasonable adjustment in the contract price, if necessary, to compensate the Contractor for all costs and expenses incurred, including overhead and profits, as a result of the delay or additional work.

19. **Changes**

City may at any time, and without notice, issue a written Change Order requiring additional work within the general scope of this Contract, or any amendment thereto, or directing the omission of or variation in work. If such Change Order results in a material change in the amount or character of the work, an equitable adjustment in the Contract price and other provisions of this Contract as may be affected may be made. Any claim by Contractor for and adjustment under this section shall be asserted in writing within thirty (30) days from the date of receipt by Contractor of the notification of change or the claim will not be allowed. Whether made pursuant to this section or by mutual agreement, no change shall be binding upon City until a Change Order is executed by the Authorized Representative of City, which expressly states that it constitutes a Change Order to this Contract. The issuance of information, advice, approvals, or instructions by City's Representative or other City personnel shall not constitute an authorized change pursuant to this section. Nothing contained in this section shall excuse the Contractor from proceeding with the prosecution of the work in accordance with the Contract, as changed.

20. **Force Majeure**

Neither City nor Contractor shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled, including, but not restricted to, an act of God or of a public enemy, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of Subcontractor or suppliers due to such cause; provided that the party so disabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under Contract.

21. **Nonwaiver**

The failure of the City to insist upon or enforce strict performance by Contractor of any of the terms of this contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

22. **Warranties**

All work shall be guaranteed by the Contractor for a period of one year after the date of final acceptance of the work by the Owner. Contractor warrants that all practices and procedures, workmanship, and materials shall be the best available unless otherwise specified in the profession.

and further certifying that no worker employed upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the Contractor or the Contractor's Surety or Subcontractor or the Subcontractor's Surety that the Contractor or Subcontractor has read such statement and certificate and knows the contents thereof and that the same is true to the Contractor's or Subcontractor's knowledge.

- 1) The certified statements shall set out accurately and completely the payroll records, including the name and address of each worker, the worker's correct classification, rate of pay, daily and weekly number of hours worked, and the gross wages the worker earned during each week identified in the certified statement.
  - 2) Each certified statement required herein shall be delivered or mailed by the Contractor or Subcontractor to the City. A true copy of the certified statements shall also be filed at the same time with the Commissioner of the Bureau of Labor and Industries. Certified statements shall be submitted as set forth in OS 279C.845.
- C. The Contractor agrees that if the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a Subcontractor by any person in connection with this contract as such claim becomes due, the proper office of the City of Milwaukie may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due to the Contractor by reason of such contract. Payment of a claim in this manner shall not relieve the Contractor or the Contractor's Surety from obligation with respect to any unpaid claims.
- D. Contractor agrees that no person shall be employed for more than ten (10) hours in any one day, or forty (40) hours in any one week, except in cases of necessity, emergency or when 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 eight (8) hours in any one day or forty (40) hours in any one week when the workweek is five consecutive days, Monday through Friday, or ten (10) hours in any one day and or forty (40) hours in any one week when the workweek is four consecutive days, Monday through Friday and for all work performed on Saturday and on any legal holiday as specified in ORS 279C.540.
- E. No City employee shall be required to work overtime or on a Saturday, Sunday or holiday in the fulfillment of this contract except where the Contractor agrees to reimburse the City in the amount of money paid the employee for such work as determined by state law, the City's personnel rules or union agreement. The Contractor shall require every Subcontractor to comply with this requirement.

**11. Drug Testing Program**

ORS 279C.505 requires that all public improvement contracts contain a provision requiring contractors to demonstrate that an employee drug-testing program is in place. The Contractor demonstrates that a drug-testing program is in place by signing of the contract. The drug testing program will apply to all employees and will be maintained for the duration of the Contract awarded. Failure to maintain a program shall constitute a material breach of contract.

**12. Contractor's Employee Medical Payments**

Contractor agrees to pay promptly as due, to any person, co-partnership, association or corporation furnishing medical, surgical, and hospital care or other needed care and attention incident to sickness or injury to the Contractor's employees, of all sums which the Contractor agreed to pay for such services and all money and sums which the Contractor collected or deducted from employee wages pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

**13. Salvage, Composting or Mulching**

If this is a contract for demolition work, the Contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. If this is a contract for lawn and landscape maintenance, Contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

**14. Early Termination**

A. This agreement may be terminated without cause prior to the expiration of the agreed upon term by mutual written consent of the parties and for the following reasons:

- 1) If work under the Contract is suspended by an order of a public agency for any reason considered to be in the public interest other than by a labor dispute or by reason of any third party judicial proceeding relating to the work other than a suit or action filed in regard to a labor dispute; or
- 2) If the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Contract.

B. Payment of Contractor shall be as provided by ORS 279C.660 and shall be prorated to and include the day of termination and shall be in full satisfaction of all claims by Contractor against City under this Agreement.

C. Termination under any provision of this paragraph shall not affect any right, obligation, or liability of Contractor or City which accrued prior to such termination.

**15. Cancellation with Cause**

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

- 1) If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds,
- 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement,
- 3) If any license or certificate required by law or regulation to be held by Contractor, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed, or
- 4) If Contractor becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.

Neither acceptance of the work nor payment therefore shall relieve Contractor from liability under warranties contained in or implied by this contract.

**23. Attorney's Fees**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney's fees and court costs including attorney's fees and court costs on appeal.

**24. Governing Law**

The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Any action or suits involving any questions arising under this Agreement must be brought in the Circuit Court of Clackamas County or the U. S. District Court in Portland.

**25. Conflict Between Terms**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid of the Contractor, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said bid conflicting herewith.

**26. Indemnification**

Contractor warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a contractor's work by City shall not operate as a waiver or release.

Contractor agrees to indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the City and its employees. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

**27. Insurance**

Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this contract. Such insurance shall cover all risks arising directly or indirectly out of Contractor's activities or work hereunder, including the operations of its subcontractors of any tier. Such insurance shall include provisions that such insurance is primary insurance with respect to the interests of City and that any other insurance maintained by City is excess and not contributory insurance with the insurance required hereunder.

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

- A. Commercial General Liability Insurance: Contractor and its subcontractors shall obtain, at contractor's or subcontractor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance including all Liability including all major divisions of coverage, including, but not limited to, Premises/Operations, Completed Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability

(including coverage for the Contractor's indemnity obligations and other contractual indemnity obligations assumed by the Contractor), Personal Injury, and Broad Form Property Damage (including coverage for Explosion, Collapse, and Underground Hazards). The following insurance will be carried:

Employer's Liability Insurance

- \$ 2,000,000.00 Each Occurrence
- \$ 2,000,000.00 Disease Each Employee
- \$ 2,000,000.00 Disease – Policy

Commercial General Liability insurance

- \$ 2,000,000.00 Each Occurrence Limit
- \$ 3,000,000.00 General Aggregate
- \$ 3,000,000.00 Products/Completed Operations Aggregate
- \$ 3,000,000.00 Personal and Advertising Injury
- \$ 2,000,000.00 Limited Job Site Pollution Occurrence Sub-Limit

Comprehensive Automobile Liability Insurance including coverage for all owned, hired and non-owned vehicles

- \$ 2,000,000.00 Each Occurrence Combined Single Limit
- \$ 3,000,000.00 Aggregate Bodily Injury & Property Damage

or

- \$ 2,000,000.00 Each Person Bodily Injury
- \$ 2,000,000.00 Each Occurrence Bodily Injury
- \$ 2,000,000.00 Each Occurrence Property Damage
- \$ 2,000,000.00 Each Occurrence Pollution Occurrence Sub-Limit

"All risk" Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the contractor. Coverage shall include theft and damage to building interiors, exterior, in transit and offsite storage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. Contractor shall be financially responsible for any deductible applied to loss. This insurance shall include Owner, the contractor and its sub-contractors as their interests may appear and may not be cancelled or terminated until such time as City's final acceptance of the project.

**The policy shall be endorsed to have the General Aggregate apply to this Project Only.**

- B. Additional Insured Provision:** The City of Milwaukie, Oregon, its officers, directors, and employees shall be added as additional insureds with respect to this contract. All Liability Insurance policies will be endorsed to show this additional coverage.

- C. Insurance Carrier Rating: Coverage provided by the Contractor must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
- D. Certificates of Insurance: As evidence of the insurance coverage required by the contract, the contractor shall furnish a Certificate of Insurance to the City. No contract shall be effective until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this contract. A renewal certificate will be sent to the above address 10 days prior to coverage expiration.  
  
Certificates of Insurance should read "Insurance certificate pertaining to contract for Stanley Avenue Storm Pipe Replacement Project, CIP-2014-Y05. The City of Milwaukie, its officers, directors and employees shall be added as additional insureds with respects to this contract. Insured coverage is primary" in the description portion of certificate.
- E. Primary Coverage Clarification: All parties to this contract hereby agree that the contractor's coverage will be primary in the event of a loss.
- F. Cross-Liability Clause: A cross-liability clause or separation of insureds clause will be included in general liability, policy.

Contractor's insurance policy shall contain provisions that such policies shall not be canceled or their limits of liability reduced without thirty (30) days prior notice to City. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

City of Milwaukie	
Attn: Finance	Business Phone: 503-786-7555
10722 SE Main Street	Business Fax: 503-653-2444
Milwaukie, Oregon 97222	Email Address: <a href="mailto:finance@milwaukieoregon.gov">finance@milwaukieoregon.gov</a>

Such policies or certificates must be delivered prior to commencement of the work. Ten days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance.

The procuring of such required insurance shall not be construed to limit contractor's liability hereunder. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**28. Method and Place of Giving Notice, Submitting Bills and Making Payments**

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

<b>City of Milwaukie</b>	<b>Pacific Excavation, Inc.:</b>
Attn: Accounts Payable	Attn: Michael B. Carlsen
10722 SE Main Street Milwaukie, Oregon 97222	Address: 79 N. Danebo Avenue Eugene, OR 97402
Phone: 503-786-7523	Phone: 541-726-7380
Fax 503-786-7528	Fax: 541-726-7943
Email Address: finance@milwaukieoregon.gov	Email Address: brad@pacificexc.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

**29. Hazardous Materials**

Contractor shall supply City with a list of any and all hazardous substances used in performance of this Agreement. That list shall identify the location of storage and use of all such hazardous substances and identify the amounts stored and used at each location. Contractor shall provide City with material safety data sheets for all hazardous substances brought onto City property, created on City property or delivered to City pursuant to this Agreement. For the purpose of this section, "hazardous substance" means hazardous substance as defined by ORS 453.307(5). Contractor shall complete the State Fire Marshall's hazardous substance survey as required by ORS 453.317 and shall assist City to complete any such survey that it may be required to complete because of substances used in the performance of this Agreement.

**30. Hazardous Waste**

If, as a result of performance of this Agreement, Contractor generates any hazardous wastes, Contractor shall be responsible for disposal of any such hazardous wastes in compliance with all applicable federal and state requirements. Contractors shall provide City with documentation, including all required manifests, demonstrating proper transportation and disposal of any such hazardous wastes. Contractor shall defend, indemnify, and hold harmless City for any disposal or storage of hazardous wastes generated pursuant to this Contract and any releases or discharges of hazardous materials.

**31. Severability**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

**32. Complete Agreement**

This Agreement and attached exhibits constitutes the entire Agreement between the parties. No waiver, consent, modification, or change of 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 in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Contractor, by the signature of its authorized representative, hereby acknowledges that he has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the City has caused this agreement to be executed by its duly authorized undersigned officer, acting pursuant to authorization of the City Council, duly passed at the regular meeting held on the 7th day of July, 2015, and the Contractor has executed this agreement on the date herein above first written.

**CITY OF MILWAUKIE**

**CONTRACTOR**





Signature

Signature

William A. Monahan, City Manager

Spencer Chamberlain, VP

Printed Name & Title

Printed Name & Title

7/20/15

July 3rd 2015

Date

Date

CITY OF MILWAUKIE, OREGON  
PUBLIC WORKS CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

PACIFIC EXCAVATION, INC.  
(Official Name & Form of Organization)

Whose address is: 79 N DANEBO AVENUE  
(Street Address)

<u>EUGENE</u>	<u>OR</u>	<u>97402</u>
(City)	(State)	(Zip)

as Principal, and,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
(Name of Surety)

<u>ONE TOWER SQUARE-2SHS</u>	<u>HARTFORD</u>	<u>CT</u>	<u>06183</u>
(Street Address of Surety)	(City)	(State)	(Zip)

<u>KPD INSURANCE</u>	<u>541-741-0550</u>
(Print - Agent / Contact Name)	(Phone Number)

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Milwaukie, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

ONE MILLION TWO HUNDRED FORTY FIVE THOUSAND TWO HUNDRED NINETY EIGHT and NO/100 DOLLARS (\$1,245,298.00),  
(The Contract Price, Both in Words & Figures)

lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

**TERMS AND CONDITIONS**

On the 29th day of JUNE, 2015,

PACIFIC EXCAVATION, INC.  
(Name of Contractor)

Principal, entered into a contract with the City of Milwaukie, Oregon, Obligee, to construct certain public improvements and to provide material, labor and equipment for the construction of those improvements. The public improvements and work to be performed by Principal are more fully described in the contract documents between Principal and Obligee. Those contract documents are incorporated herein by reference.

In the event that Principal fails to complete the work as required under the contract, Surety shall either complete the work or pay Obligees the costs of completion of the work. Work is only complete when it meets the standards required by the Contract and applicable City standards. Surety's obligation shall remain in effect until the work is accepted by Obligees, but shall terminate on acceptance by Obligees.

The total amount of the Surety's liability to Obligees under this bond shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in SPRINGFIELD, Oregon, this 1st day of JULY, 2015.

PACIFIC EXCAVATION, INC.

Contractor

Michael B. Carlsen

Principal Signature

MICHAEL B. CARLSEN

Principal Printed Name

Witnesses:

Scott

\_\_\_\_\_

Spencer Chamberlain

\_\_\_\_\_

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

Robin Baird

Surety Attorney of Fact **ROBIN BAIRD**

Countersigned:

Michelle Bench

Resident Agent **MICHELLE BENCH**

C2015-042

Contract No. CIP-2014-Y05

BOND #: 106301998

CITY OF MILWAUKIE, OREGON  
PUBLIC WORKS CONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

PACIFIC EXCAVATION, INC.

*(Official Name & Form of Organization)*

Whose address is: 79 N DANEBE AVENUE

*(Street Address)*

EUGENE, OR 97402

*(City)*

*(State)*

*(Zip)*

as Principal, and,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

*(Name of Surety)*

ONE TOWER SQUARE-2SHS HARTFORD, CT 06183

*(Street Address of Surety)*

*(City)*

*(State)*

*(Zip)*

KPD INSURANCE

*(Print - Agent / Contact Name)*

541-741-0550

*(Phone Number)*

a corporation duly authorized to conduct a general surety business in the State of Oregon, as Surety, are jointly and severally held and bound unto the City of Milwaukie, Oregon, a municipality of the State of Oregon, hereinafter called Obligee, in the sum of

ONE MILLION TWO HUNDRED FORTY FIVE THOUSAND TWO HUNDRED NINETY EIGHT and NO/100 DOLLARS (\$ 1,245,298.00),  
*(The Contract Price, Both in Words & Figures)*

lawful money of the United State of America, for the payment of which we, as Principal, and as Surety, jointly and severally bind ourselves, our successors and assigns firmly by these presents,

**TERMS AND CONDITIONS**

On the 29th day of JUNE, 2015,

PACIFIC EXCAVATION, INC.

*(Name of Contractor)*

Principal, entered into a contract with the City of Milwaukie, Oregon, Obligee, for the construction of certain public improvements. As part of the contract, Principal is required to furnish materials, labor, and equipment to construct the improvements. The contract documents between Principal and Obligee are incorporated herein by this reference.

In the event that Principal fails to make payments when due to suppliers of labor, equipment or materials, Surety shall pay the suppliers the amounts they are due. In the event that Obligee pays any amounts to suppliers that Principal was required to pay, Surety shall reimburse Obligee for those

C2015-042

Contract No. CIP-2014-Y05

payments. In the event that Principal permits any lien or claim to be filed or prosecution against the City on account of any labor or material furnished, Surety shall take such steps as are necessary to clear the lien, claim or prosecution. In the event that Principal fails to (1) promptly pay all contributions or amounts due the State Unemployment Compensation Trust Fund incurred to the performance of the contract, (2) promptly, as due, make payments to the person, co-partnership, association, or corporation entitled thereto of the money and sums mentioned in Section 279C.600 of the Oregon Revised Statutes, or (3) promptly pay to the Oregon State Tax Commission all sums required to be deducted and retained from wages of employees of the Principal and his sub-Contractors, pursuant to the Section 316.711, Oregon Revised Statutes, Surety shall make the required payments. Surety's obligations under this bond shall terminate when all payments required of Principal described in this paragraph are made in full.

The total amount of the Surety's liability under this bond both to the Obligee and to the persons furnishing labor or materials, provisions and goods to any person or persons, shall in no event exceed the amount stated above.

Surety agrees that no change, extension of time, alternation, or addition to the terms of the contract, or to the work to be performed there under or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or the specifications.

IN WITNESS WHEREOF, the parties hereto have caused this Bond to be executed in SPRINGFIELD, Oregon, this 1st day of JULY, 2015.

PACIFIC EXCAVATION, INC.

Contractor

Michael B. Carlsen

Principal Signature

MICHAEL B. CARLSEN

Principal Printed Name

Witnesses:

[Signature]

\_\_\_\_\_

Spencer Chamberlain

\_\_\_\_\_

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Surety

(A true copy of the Power of Attorney must be attached to the original of this bond)

Robin Baird

Surety Attorney of Fact **ROBIN BAIRD**

Countersigned:

Michelle Bench

Resident Agent **MICHELLE BENCH**

C2015-042

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 228734

Certificate No. 006256388

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Keith Yam, Michelle Bench, Robin Baird, Kyle Hudson, and Ken Price

of the City of Springfield, State of Oregon, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of February, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

C2015-047

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1<sup>ST</sup> day of July, 2015.

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary

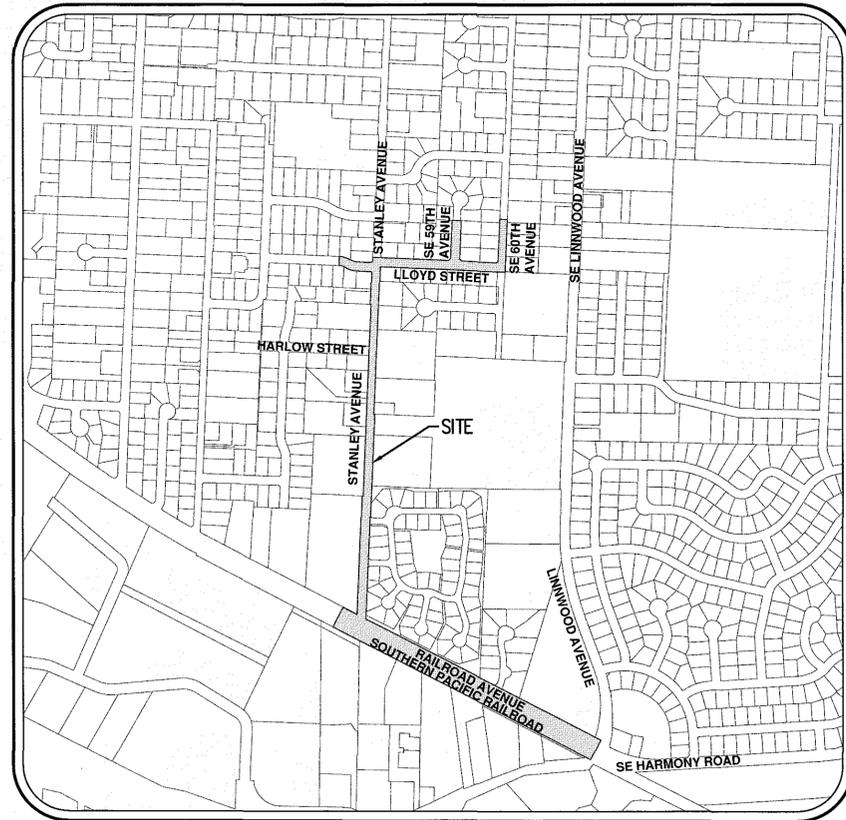


To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

# STANLEY AVENUE STORMWATER REPLACEMENT

## ENGINEERING CONSTRUCTION PLANS



**VICINITY MAP**

NOT TO SCALE

### SHEET INDEX

#### GENERAL SHEETS

- C000 - COVER SHEET AND VICINITY MAP
- C001 - GENERAL NOTES, LEGEND, AND TREE TABLE
- C002 - SITE MAP

#### EROSION PREVENTION AND SEDIMENT CONTROL PLANS

- C050 - EROSION CONTROL PLANS STM A (STA 0+00 - 5+00)
- C051 - EROSION CONTROL PLANS STM A (STA 5+00 - 10+50)
- C052 - EROSION CONTROL PLANS STM A (STA 10+50 - 15+25)
- C053 - EROSION CONTROL PLANS STM B (STA 0+00 - 5+00)
- C054 - EROSION CONTROL PLANS STM B (STA 5+00 - 10+75)
- C055 - EROSION CONTROL PLANS STM B (STA 10+75 - 16+25)
- C056 - EROSION CONTROL PLANS STM B (STA 16+25 - 19+62)
- C057 - EROSION PLANS STM C (STA 0+00-1+75) AND STM D (STA 0+00-2+50)
- C058 - EROSION CONTROL PLANS STM D (STA 2+50 - 6+87)
- C059 - EROSION CONTROL PLANS STM E (STA 0+00 - 2+42)
- C060 - EROSION CONTROL PLANS STM F (STA 0+00 - 2+47)
- C061 - EROSION CONTROL DETAILS

#### STORM SEWER CONSTRUCTION PLANS

- C200 - STM A (STA 0+00 - 5+00) - PLAN AND PROFILE
- C201 - STM A (STA 5+00 - 9+50) - PLAN AND PROFILE
- C202 - STM A (STA 9+50 - 12+25) - PLAN AND PROFILE
- C203 - STM A (STA 12+25 - 15+24) - PLAN AND PROFILE
- C204 - STM B (STA 0+00 - 5+25) - PLAN AND PROFILE
- C205 - STM B (STA 5+25 - 11+00) - PLAN AND PROFILE
- C206 - STM B (STA 11+00 - 16+50) - PLAN AND PROFILE
- C207 - STM B (STA 16+50 - 20+00) - PLAN AND PROFILE
- C208 - STM C AND STM D (STA 0+00 - 2+50) PLAN AND PROFILE
- C209 - STM D (STA 2+50 - 7+00) PLAN AND PROFILE
- C210 - STM E (STA 0+00 - 2+50) - PLAN AND PROFILE
- C211 - STM F (STA 0+00 - 2+47) - PLAN AND PROFILE
- C212 - CONSTRUCTION DETAILS
- C213 - CONSTRUCTION DETAILS
- C214 - CONSTRUCTION DETAILS

#### ATTENTION EXCAVATORS:

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 THESE RULES FROM THE CENTER BY CALLING 503-232-1987. IF YOU HAVE ANY QUESTIONS ABOUT THE RULES, YOU MAY CONTACT THE CENTER. YOU MUST NOTIFY THE CENTER AT LEAST TWO BUSINESS DAYS BUT NOT MORE THAN TEN BUSINESS DAYS, BEFORE COMMENCING AN EXCAVATION. CALL 503-246-6699.



#### CITY OF MILWAUKIE

BRAD ALBERT  
ENGINEERING DEPARTMENT  
6101 SE JOHNSON CREEK BLVD.  
PH: (503) 786-7609  
FAX: (503) 774-8236

#### ENGINEERING/SURVEYING FIRM

AKS ENGINEERING & FORESTRY, LLC  
ALEX HURLEY  
12965 SW HERMAN ROAD, SUITE 100  
TUALATIN, OR 97062  
PH: (503) 563-6151  
FAX: (503) 563-6152

#### UTILITY CONTACTS

##### POWER

PORTLAND GENERAL ELECTRIC  
3700 SE 17TH AVENUE  
PORTLAND, OR 97202  
PH: (503) 736-5450

##### GAS

NW NATURAL  
220 NW 2ND AVENUE  
PORTLAND, OR 97209  
PH: (503) 226-4211

##### COMMUNICATIONS

LEVEL 3 COMMUNICATIONS  
1501 4TH AVENUE  
SEATTLE, WA 98101  
PH: (877) 366-8344

##### COMMUNICATIONS

QWEST COMMUNICATIONS  
8021 SW CAPITOL HILL ROAD  
PORTLAND, OR 97219  
PH: (503) 242-3952

##### STREETS/STORMWATER

KENNY HILL  
CIT OF MILWAUKIE PUBLIC WORKS  
6101 SE JOHNSON CREEK BLVD.  
MILWAUKIE, OR 97206  
PH: (503) 786-7687  
FAX: (503) 786-7676

##### WATER

CLACKAMAS RIVER WATER DISTRICT  
16770 SE 82ND DR, #100  
CLACKAMAS, OR 97015  
PH: (503) 722-9220

##### WATER

OAK LODGE WATER DISTRICT  
14496 SE RIVER RD,  
OAK GROVE, OR 97267  
PH: (503) 654-7765

##### WATER/SANITARY

RONELLE SEARS  
CITY OF MILWAUKIE PUBLIC WORKS  
6101 SE JOHNSON CREEK BLVD.  
MILWAUKIE, OR 97206  
PH: (503) 786-7615  
FAX: (503)-786-7676

##### COMMUNICATIONS

COMCAST  
10831 SW CASCADE AVENUE  
TIGARD, OR 97223  
PH: (503) 596-3754



CITY OF MILWAUKIE  
STANLEY AVENUE  
MILWAUKIE OREGON

COVER SHEET AND  
VICINITY MAP

DESIGNED BY:	BSK
DRAWN BY:	BSK
CHECKED BY:	AHH
SCALE:	AS NOTED
DATE:	07/18/2014
RENEWAL DATE:	6/30/15
REVISIONS:	

JOB NUMBER  
**3875**  
SHEET  
**C000**

AKS ENGINEERING AND FORESTRY, LLC  
12965 SW HERMAN RD  
SUITE 100  
TUALATIN, OR 97062  
PHONE: 503.563.6151  
FAX: 503.563.6152  
www.aks-eng.com  
ENGINEERING · SURVEYING  
FORESTRY · LANDSCAPE ARCHITECTURE

**LEGEND**

EXISTING	PROPOSED	EXISTING	PROPOSED
DECIDUOUS TREE		STORM SEWER CLEAN OUT	
CONIFEROUS TREE		STORM SEWER CATCH BASIN	
FIRE HYDRANT		STORM SEWER AREA DRAIN	
WATER BLOWOFF		STORM SEWER MANHOLE	
WATER METER		GAS METER	
WATER VALVE		GAS VALVE	
DOUBLE CHECK VALVE		GUY WIRE ANCHOR	
AIR RELEASE VALVE		POWER POLE	
SANITARY SEWER CLEAN OUT		POWER VAULT	
SANITARY SEWER MANHOLE		POWER JUNCTION BOX	
SIGN		POWER PEDESTAL	
STREET LIGHT		COMMUNICATIONS VAULT	
MAILBOX		COMMUNICATIONS JUNCTION BOX	
		COMMUNICATIONS RISER	

	EXISTING	PROPOSED
RIGHT-OF-WAY LINE		
BOUNDARY LINE		
PROPERTY LINE		
CENTERLINE		
DITCH		
CURB		
EDGE OF PAVEMENT		
EASEMENT		
FENCE LINE		
GRAVEL EDGE		
POWER LINE		
OVERHEAD WIRE		
COMMUNICATIONS LINE		
FIBER OPTIC LINE		
GAS LINE		
STORM SEWER LINE		
SANITARY SEWER LINE		
WATER LINE		

**GENERAL NOTES**

- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION AND ARRANGE FOR THE RELOCATION OF ANY IN CONFLICT WITH THE PROPOSED CONSTRUCTION. THE LOCATIONS, DEPTHS, AND DESCRIPTIONS OF EXISTING UTILITIES SHOWN WERE COMPILED FROM FIELD LOCATES, AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE ENGINEER OR UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY OR THE COMPLETENESS OF SUCH RECORDS. ADDITIONAL UTILITIES MAY EXIST WITHIN THE WORK AREA.
- OREGON LAW REQUIRES THAT THE RULES ADOPTED BY OREGON UTILITY NOTIFICATION CENTER BE FOLLOWED. THOSE RULES ARE SET FORTH IN OAR 952-001-0090. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER OR ACCESSING VIA INTERNET AT <http://www.sos.state.or.us/archives/banners/rules.htm>. CALL BEFORE YOU DIG -- PORTLAND METRO AREA 503-246-6699.
- THE CONTRACTOR SHALL MAKE PROVISIONS TO KEEP ALL EXISTING UTILITIES IN SERVICE AND PROTECT THEM DURING CONSTRUCTION. CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY DAMAGED UTILITIES USING MATERIALS AND METHODS APPROVED BY THE UTILITY OWNER. NO SERVICE INTERRUPTIONS SHALL BE PERMITTED WITHOUT PRIOR WRITTEN AGREEMENT WITH THE UTILITY PROVIDER.
- ALL WATER LINE CROSSINGS SHALL BE IN CONFORMANCE WITH OAR CHAPTER 333, CITY OF MILWAUKIE WATER DIVISION AND THE OREGON STATE HEALTH DIVISION.
- ALL GAS LINE CROSSINGS SHALL BE BACKFILLED WITH SAND FOR 1 FT AROUND GAS LINE IN ACCORDANCE WITH NW NATURAL REQUIREMENTS.
- A MONITOR IS REQUIRED WHEN WORKING WITHIN 10 FT OF GAS LINE CROSSINGS RATED "CLASS B" OR GREATER. CONTRACTOR TO COORDINATE MONITORING WITH NW NATURAL. CONTACT 503-220-2415.
- THE CONTRACTOR SHALL NOTIFY THE PROJECT ENGINEER AND THE CITY OF MILWAUKIE ENGINEERING STAFF 48 HOURS IN ADVANCE OF STARTING CONSTRUCTION AND 24 HOURS BEFORE RESUMING WORK AFTER SHUTDOWNS, EXCEPT FOR NORMAL RESUMPTION OF WORK FOLLOWING SATURDAYS, SUNDAYS, OR HOLIDAYS.
- CONSTRUCTION VEHICLES SHALL PARK AT LOCATION(S) APPROVED BY THE CITY OF MILWAUKIE.
- THE CONTRACTOR SHALL KEEP AN APPROVED SET OF PLANS ON THE PROJECT SITE AT ALL TIMES.
- THE CONTRACTOR SHALL MAINTAIN AND COORDINATE ACCESS TO ALL AFFECTED PROPERTIES AND BUILDINGS.
- CONTRACTOR SHALL VACUUM SAW CUT SLURRY AS SAW CUTTING IS BEING PERFORMED.
- ALL WORK AND MATERIALS SHALL CONFORM TO CITY OF MILWAUKIE STANDARDS.
- ANY PAVEMENT DISTORTION CAUSED BY THE CONSTRUCTION OPERATIONS SHALL BE TEMPORARILY REPAIRED THE SAME DAY OF OCCURRENCE (OR IN A TIME PERIOD AGREED TO WITH THE PROJECT ENGINEER AND CITY OF MILWAUKIE), USING COLD OR HOT A/C MIX. CONTRACTOR SHALL BE REQUIRED TO MAINTAIN REPAIRED AREAS UNTIL COUNTY FINAL ACCEPTANCE IS GRANTED.
- IF GROUND WATER SPRINGS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL IMMEDIATELY CONTACT THE PROJECT ENGINEER. THE PROJECT ENGINEER SHALL DIRECT THE CONTRACTOR TO TAKE MEASURES TO ENSURE THAT THE WATER IS NOT CONVEYED THROUGH UTILITY TRENCHES AND THE NATURAL FLOW PATH OF THE SPRING IS ALTERED AS LITTLE AS PRACTICABLE.
- PIPE LENGTHS SHOWN ARE APPROXIMATE. FINAL LENGTHS ARE DETERMINED BY FIELD CONDITIONS.
- PROPERTY AND RIGHT-OF-WAY LINES SHOWN ARE APPROXIMATE. THESE PLANS ARE NOT MEANT TO SERVE BOUNDARY SURVEY PURPOSES.

**TREE TABLE**

TREE NUMBER	SPECIES	DBH (IN.)
10512	SPRUCE	29
10513	SEQUOIA	54
11913	CEDAR	14
13099	OAK	21
13498	OAK	30
13499	OAK	28
13517	OAK	50
14162	PINE	10
14198	OAK	10
14199	OAK	11
14204	OAK	8,9
14206	CHERRY	12
14207	OAK	5,18
14225	DOUGLAS FIR	6
14226	DOUGLAS FIR	10
14227	DOUGLAS FIR	10
14228	DOUGLAS FIR	12
14229	OAK	9
14230	OAK	12
14241	OAK	26
14242	CEDAR	6
14243	SPRUCE	8
14244	DOUGLAS FIR	16
14245	CEDAR	12
14246	HAWTHORN	13
14247	MAPLE	14
14282	MAPLE	8
14283	DOUGLAS FIR	22
14284	DOUGLAS FIR	23
14285	MAPLE	15
14286	OAK	22
14287	OAK	12
14288	OAK	12
14289	DOUGLAS FIR	27
14290	MAPLE	13
14291	MAPLE	16
14292	DOUGLAS FIR	19
14293	MAPLE	16
14294	DOUGLAS FIR	11

14295	MAPLE	20
14296	DOUGLAS FIR	7
14297	MAPLE	23
14298	MAPLE	14
14299	MAPLE	24
14300	MAPLE	15
14301	DOUGLAS FIR	28
14304	DOUGLAS FIR	53
14305	DOUGLAS FIR	51
14306	UNKNOWN DECID.	16
14307	CHERRY	18
14308	CEDAR	31
14309	CEDAR	31
14310	CEDAR	31
14311	CEDAR	41
14312	CEDAR	20
14313	UNKNOWN DECID.	10
14314	UNKNOWN DECID.	11
14315	CHERRY	6
14316	CHERRY	10
14317	CHERRY	12
14318	SPRUCE	14
14319	SPRUCE	20
14485	PINE	14
14512	PINE	19
14513	PINE	8,8
14514	PINE	9
14515	PINE	12
14519	PINE	16
14520	UNKNOWN DECID.	17
14521	PINE	15
14522	PINE	13
14523	PINE	10
14531	UNKNOWN DECID.	23
14533	UNKNOWN DECID.	17
14534	UNKNOWN DECID.	21
14535	UNKNOWN DECID.	23
14536	PINE	13
14537	PINE	11

17. THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND LICENSES BEFORE STARTING CONSTRUCTION.

18. THE CONTRACTOR SHALL REMOVE AND DISPOSE OF TREES, STUMPS, BRUSH, ROOTS, TOPSOIL, ASPHALT CONCRETE, AND OTHER MATERIAL. MATERIAL SHALL BE DISPOSED OF IN SUCH A MANNER AS TO MEET ALL APPLICABLE REGULATIONS.

19. UPON COMPLETION OF CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT "REDLINE DRAWINGS" TO THE PROJECT ENGINEER FOR PREPARATION OF RECORD DRAWINGS. "REDLINE DRAWINGS" DOCUMENT ALL DEVIATIONS AND REVISIONS TO THE APPROVED PLANS; THEY ALSO RECORD A DESCRIPTION OF CONSTRUCTION MATERIALS ACTUALLY USED (PIPE MATERIAL, ETC.), AS WELL AS ANY NOTES RECORDED BY THE PROJECT ENGINEER.

20. THE CONTRACTOR SHALL ERECT AND MAINTAIN TRAFFIC CONTROL PER THE LATEST EDITION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", PART IV, CONSTRUCTION AND MAINTENANCE, AS ADOPTED AND MODIFIED BY ODOT. SHOULD WORK BE IN AN EXISTING PUBLIC RIGHT OF WAY THAT IS OPEN TO TRAFFIC, THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN TO THE CITY OF MILWAUKIE FOR APPROVAL. APPROVALS SHALL BE OBTAINED PRIOR TO START OF WORK AND PRIOR TO A PRE-CONSTRUCTION CONFERENCE BEING HELD. COST ASSOCIATED WITH IMPLEMENTATION OF TRAFFIC CONTROL, SIGNAGE, OR DEVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

21. THE CONTRACTOR SHALL PERFORM ALL WORK AND TESTING NECESSARY TO COMPLETE THIS PROJECT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS INCLUDING SUCH INCIDENTALS, AS MAY BE NECESSARY TO MEET THE INTENT OF THE PROJECT CONTRACT DOCUMENTS, APPLICABLE AGENCY REQUIREMENTS, AND OTHER WORK AS NECESSARY TO PROVIDE A COMPLETE PROJECT.

22. ALL EROSION CONTROL INSTALLATION AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE ATTACHED EROSION CONTROL DETAILS AND THE LATEST EDITION OF CLACKAMAS COUNTY EROSION PREVENTION AND SEDIMENT CONTROL TECHNICAL GUIDANCE HANDBOOK. THE CONTRACTOR SHALL PROVIDE EFFECTIVE EROSION PROTECTION TO INCLUDE, BUT NOT LIMITED TO, GRADING, DITCHING, CHECK DAMS, JUTE MATTING, INLET PROTECTION AND SEDIMENT BARRIERS TO MINIMIZE EROSION AND IMPACT TO ADJACENT PROPERTY.

23. OPEN TRENCHES SHALL BE STRICTLY LIMITED TO A MAXIMUM OF 40 LINEAR FEET WITHIN STREET RIGHT-OF-WAYS UNLESS LIMITED TO A LESSER AMOUNT BY PERMIT. NO TRENCHES WILL BE ALLOWED TO REMAIN OPEN OVERNIGHT. ALL TRENCHES SHALL BE COVERED WITH STEEL PLATES OR FILLED IN AT NIGHT. FLASHING AND REFLECTORIZED BARRICADES SHALL BE IN ACCORDANCE WITH MUTCD REQUIREMENTS. WITHIN SE RAILROAD AVENUE, THE MAXIMUM ALLOWABLE TIME FOR USE OF STEEL PLATES IS 48 HOURS. CONTRACTOR TO SUBMIT STEEL PLATE ALERT TO THE CITY OF MILWAUKIE WHEN STEEL PLATES ARE IN USE WITHIN SE RAILROAD AVE.

24. ALL EXISTING UTILITY LOCATIONS AND DESCRIPTIONS SHOWN ON PLANS HAVE BEEN COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEY. CITY OF MILWAUKIE/PROJECT ENGINEER CANNOT GUARANTEE THE ACCURACY OR COMPLETENESS OF THIS INFORMATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFICATION OF LOCATION AND DEPTH (POTHOLE) OF ALL EXISTING UTILITIES WITHIN CONSTRUCTION ZONE PRIOR TO BEGINNING CONSTRUCTION AND ORDERING MATERIALS. CONTRACTOR SHALL PROMPTLY NOTIFY CITY OF MILWAUKIE/PROJECT ENGINEER OF POTENTIAL CONFLICTS PRIOR TO CONSTRUCTION OR ORDERING MATERIALS. THE CITY OF MILWAUKIE WILL NOT BE LIABLE FOR THE COSTS OF MATERIALS PURCHASED BY THE CONTRACTOR PRIOR TO UTILITY POTHOLING ACTIVITIES THAT ARE FOUND TO BE NOT NECESSARY BECAUSE OF RE-DESIGNS NEEDED TO AVOID EXISTING UTILITIES. UNDER THESE TERMS CITY OF MILWAUKIE/PROJECT ENGINEER SHALL BE RESPONSIBLE FOR THE COST OF REQUIRED RELOCATIONS. IF CONTRACTOR FAILS TO LOCATE ANY KNOWN UTILITY WITHIN CONSTRUCTION ZONE THAT CONFLICTS WITH WORK, CONTRACTOR SHALL CORRECT CONFLICT AT OWN COST. ANY COSTS TO THE CONTRACTOR ARISING FROM COORDINATION WITH UTILITY COMPANY TO RELOCATE UTILITIES SHALL BE CONSIDERED INCIDENTAL TO COST OF PROJECT AND NO ADDITIONAL COMPENSATION SHALL BE DUE CONTRACTOR.

25. ANY INSPECTION BY CITY OF MILWAUKIE, COUNTY, STATE, FEDERAL AGENCY OR PROJECT ENGINEER SHALL NOT, IN ANY WAY, RELIEVE THE CONTRACTOR FROM ANY OBLIGATION TO PERFORM THE WORK IN COMPLIANCE WITH THE APPLICABLE CODES, REGULATIONS, COUNTY STANDARDS AND PROJECT CONTRACT DOCUMENTS.

26. THE PROJECT ENGINEER RESERVES THE RIGHT TO ADJUST GRADES OR ALIGNMENT TO ACCOMMODATE OTHER UTILITIES AS REQUIRED; SUCH ADJUSTMENTS OR REVISIONS SHALL BE REVIEWED AND APPROVED BY CITY OF MILWAUKIE PRIOR TO COMMENCEMENT OF WORK.

27. THE PERMIT OR APPROVAL GRANTED HEREBY, OR ANY INSPECTIONS CONDUCTED ON THE SITE HEREAFTER, SHALL NOT BE CONSTRUED AS AUTHORIZING ANY ACTIVITY IN VIOLATION OF ANY APPLICABLE FEDERAL OR STATE LAW OR REGULATION, INCLUDING BUT NOT LIMITED TO THE FEDERAL ENDANGERED SPECIES ACT AND ITS REGULATIONS.

28. SAWCUT LINES SHOWN ON THESE PLANS REPRESENT FINAL SAWCUT LOCATION PRIOR TO TRENCH PATCHING.

29. ANY LANDSCAPING/TREES DAMAGED OR DESTROYED DURING CONSTRUCTION SHALL BE REPAIRED/REPLACED PER CITY OF MILWAUKIE STANDARDS.

30. ANY CURBS, SIDEWALKS, ASPHALT CONCRETE, ETC, AND AREAS WITHIN PUBLIC RIGHT OF WAY DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED IN CONFORMANCE WITH CITY OF MILWAUKIE STANDARDS.

31. ANY STRIPING DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO MATCH EXISTING IN ACCORDANCE WITH CITY OF MILWAUKIE STANDARDS.

32. CONTRACTOR SHALL MAINTAIN BENCHMARKS, PROPERTY CORNERS, MONUMENTS AND OTHER REFERENCE POINTS. IF SUCH POINTS ARE DISTURBED OR DESTROYED BY CONSTRUCTION ACTIVITIES, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND PAY FOR THEIR REPLACEMENT BY EMPLOYING A PROFESSIONAL LAND SURVEYOR TO RESET THE MONUMENTS.

33. CONTRACTOR SHALL CONFINE CONSTRUCTION OPERATIONS WITHIN PERMANENT EASEMENTS, AREAS DEFINED IN PERMIT OF ENTRY, OR PUBLIC RIGHT-OF-WAY ONLY. IF AREAS OR FEATURES OUTSIDE DESIGNATED CONSTRUCTION ZONES ARE IMPACTED BY CONTRACTOR'S ACTIVITIES, THE CONTRACTOR SHALL RESTORE TO PRE-CONSTRUCTION CONDITION AT NO COST TO THE CITY OF MILWAUKIE.

34. WATER MAINS SHALL BE PROPERLY PROTECTED DURING CONSTRUCTION. ALL EXPOSED MAINS SHALL BE FULLY SUPPORTED. CONTRACTOR SHALL COORDINATE WITH CITY OF MILWAUKIE INSPECTIONS AND PROVIDE A WRITTEN WORK PLAN FOR APPROVAL PRIOR TO CUTTING, RELOCATING, OR OTHERWISE IMPACTING ANY WATER SERVICE LINES OR INFRASTRUCTURE.

35. CONTRACTOR TO POTHOLE ALL LOCATED WATER SERVICES AND SANITARY SEWER LATERALS PRIOR TO CONSTRUCTION AND NOTIFY CITY OF POTENTIAL CONFLICTS. CONFLICTING WATER SERVICES AND SANITARY SEWER LATERALS SHALL BE REPLACED, RELOCATED AND RE-CONNECTED PER CITY DIRECTION. CONTRACTOR SHALL COORDINATE WITH CITY AND PROPERTY OWNER REGARDING ANY REQUIRED SERVICE INTERRUPTIONS. FOR SANITARY LATERALS REQUIRING RELOCATION, CONTRACTOR TO ASSUME REPLACEMENT OF 30 FEET OF 4-INCH PNC D3034 PIPE, FITTINGS, AND ASSOCIATED PAVEMENT SAWCUT, TRENCH AND PATCH. FOR WATER SERVICES REQUIRING RELOCATION, SERVICE SHALL BE REPLACED FROM MAN TO METER INCLUDING ALL ASSOCIATED PAVEMENT SAWCUT, TRENCH AND PATCH.

36. A GEOTECHNICAL INVESTIGATION HAS NOT BEEN PERFORMED FOR THIS PROJECT. THE PROJECT ENGINEER NOR THE CITY OF MILWAUKIE, CLAIM ANY KNOWLEDGE OF THE SUB-SURFACE CONDITIONS FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY INVESTIGATIONS DETERMINED NECESSARY PRIOR TO BIDDING AND CONSTRUCTING THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING THE PROJECT AS SHOWN ON THESE PLANS, INCLUDING ANY ITEMS NECESSARY TO DEAL WITH UNDERGROUND CONDITIONS DISCOVERED DURING CONSTRUCTION.

37. CONTRACTOR TO CONTACT CITY FOR SUPERVISION PRIOR TO WORKING WITHIN THE ROOT ZONES OF ANY EXISTING TREES. CITY MAY REQUIRE SPECIAL PROVISIONS TO PRESERVE ROOTS OR TRIM BRANCHES.

38. CONTRACTOR TO PROVIDE CITY WITH A PLAN OUTLINING ALL MEASURES TO BE TAKEN DURING A RAIN EVENT TO MAINTAIN DRAINAGE THROUGH THE SYSTEM DURING CONSTRUCTION.

CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF ORS 757.541 TO ORS 757.571

**SURVEY NOTES:**

- UTILITIES SHOWN ARE BASED ON UNDERGROUND UTILITY LOCATE MARKINGS AS PROVIDED BY OTHERS, PROVIDED PER UTILITY LOCATE TICKET NUMBER 14005865 AND 14005974. 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 29 - FEBRUARY 18, APRIL 2-8, MAY 12 AND MAY 22, 2014.
- VERTICAL DATUM: ELEVATIONS ARE BASED ON NGS POINT ID NO. "RD1491", A METAL ROAD WITH CAP MARKED "Q 723 1987" IN MON BOX, WITH AN NAVD 88 ELEVATION OF 102.14.
- THIS MAP DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY.
- SURVEY IS ONLY VALID WITH SURVEYOR'S STAMP AND SIGNATURE.
- BUILDING FOOTPRINTS ARE MEASURED TO SIDING UNLESS NOTED OTHERWISE.
- CONTOUR INTERVAL IS 1 FOOT.
- ONLY TREES HAVING A DIAMETER OF 6" AND GREATER, MEASURED AT BRESTH HEIGHT, WERE SURVEYED AT THIS TIME.
- THE RIGHT-OF-WAY LINES OF STANLEY AVENUE ARE AT A MINIMUM OF 20.00 FEET FROM CENTERLINE PER CLACKAMAS COUNTY DEED VOLUME 134 PAGE 425 (MARCH 1914), WHICH WIDENED THE WIDTH OF THE ROAD FROM 30.00 FEET TO 40.00 FEET.

NOTE: ONLY TREES GREATER THAN 6-IN IN DIAMETER AT 4-FT ABOVE THE BASE OF THE TREE WERE SURVEYED. ADDITIONAL (SMALLER) TREES AND SHRUBS MAY EXIST WHICH ARE NOT SHOWN



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**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
CLACKAMAS COUNTY TAX MAPS 2E 300D, 1 2E 300A, 1 2E 300J

**GENERAL NOTES, LEGEND,  
AND TREE TABLE**

DESIGNED BY: BSK

DRAWN BY: BSK

CHECKED BY: AHH

SCALE: AS NOTED

DATE: 07/18/2014



REVISIONS

JOB NUMBER

3875

SHEET

C001



**SITE MAP**

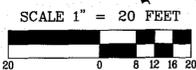
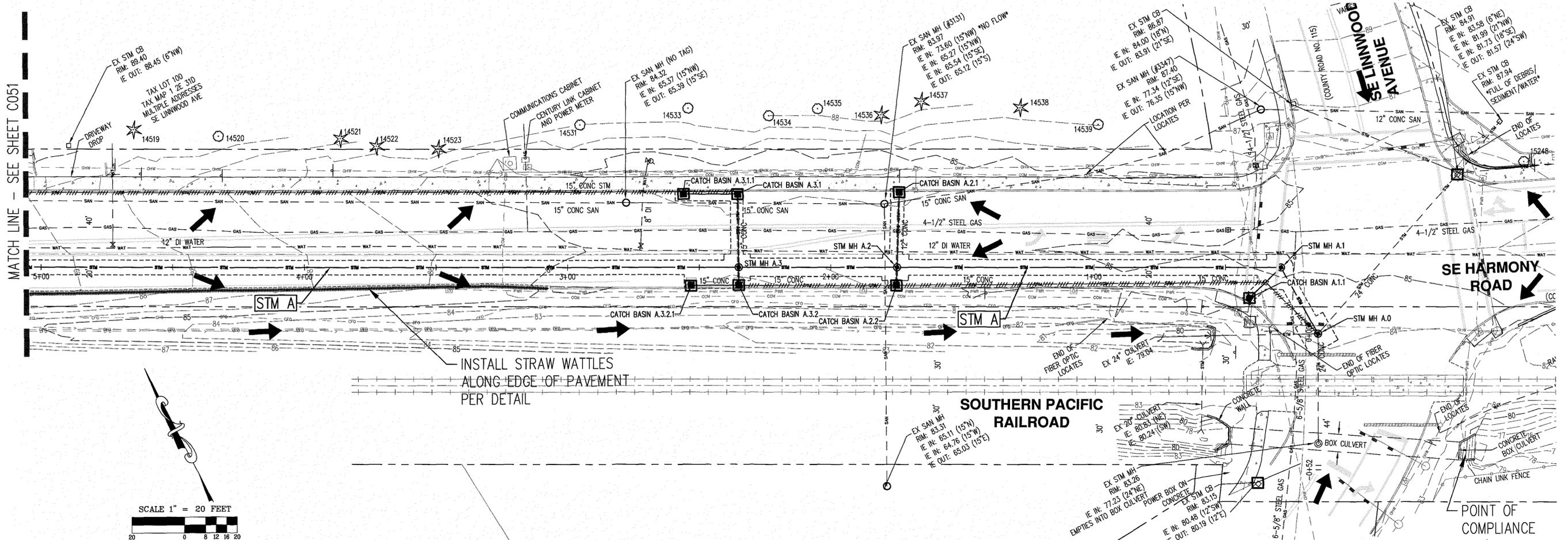
**CITY OF MILWAUKIE  
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<b>C002</b>	SHEET	JOB NUMBER	3875
		DESIGNED BY:	BSK
		DRAWN BY:	BSK
		CHECKED BY:	AHH
		SCALE:	AS NOTED
		DATE:	07/18/2014
		REVISIONS:	
		REGISTERED PROFESSIONAL	
		AL EXAMINER	
		RENEWAL DATE:	6/30/15
		EXAMINER	H. HURLEY

MATCH LINE - SEE SHEET C051



**LEGEND**

- DISTURBED AREA
- SAWCUT LINE
- EXISTING TREE TO REMAIN
- INLET PROTECTION
- CHECK DAM
- STRAW WATTLES
- DRAINAGE FLOW DIRECTION
- \*SEEDING/MULCHING DISTURBED SOIL AREAS

\*NOTE: CONTRACTOR IS RESPONSIBLE FOR LONG-TERM ESTABLISHMENT OF VEGETATION IN ALL DISTURBED AREAS. MULCH/SEED MIX TO BE SUBMITTED AND APPROVED BY CITY. AREAS WHICH FAIL TO ESTABLISH GRASS COVER ADEQUATE TO PREVENT EROSION SHALL BE RESEEDED AS SOON AS SUCH AREAS AREA IDENTIFIED.

**EROSION PREVENTION AND SEDIMENT CONTROL (ECS) NOTES:**

1. ALL EROSION PREVENTION MEASURES SHALL BE IN PLACE, FUNCTIONAL, AND APPROVED IN ACCORDANCE WITH THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. ALL SOIL EROSION AND SITE DRAINAGE FACILITIES SHALL BE MAINTAINED IN PROPER FUNCTIONING ORDER THROUGHOUT CONSTRUCTION.
2. ALTERNATIVE SEDIMENT CONTROLS MUST PROVIDE A DISCHARGE THAT IS CLEAN AND FREE OF SEDIMENT, SURFACTANTS, AND OTHER POLLUTANTS PRIOR TO ENTERING INTO THE STORM SYSTEM. APPROVAL OF ALTERNATIVE SEDIMENT CONTROLS BY THE CITY OF MILWAUKIE WASTEWATER DIVISION MANAGER IS REQUIRED PRIOR TO INSTALLATION.
3. WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES SHALL BE DEVELOPED, MAINTAINED, AND IMPLEMENTED ON THE CONSTRUCTION SITE.
4. GRAVEL CONSTRUCTION ENTRANCES MUST BE INSTALLED AT THE START OF CONSTRUCTION ACTIVITIES TO PREVENT TRACKING OF DIRT AND DEBRIS. UPON INSTALLATION OF GRAVEL CONSTRUCTION ENTRANCES, THE INITIAL ECS INSPECTION MAY BE PERFORMED.
5. DUMPING OR DISPOSAL OF SPOIL MATERIALS INTO ANY STREAM CORRIDOR, WETLANDS, SURFACE WATERS OR ON ANY PUBLIC OR PRIVATE PROPERTY NOT SPECIFIED FOR SAID PURPOSE IS PROHIBITED.
6. SEDIMENT AND POLLUTANTS SHALL NOT BE WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES. DRY SWEEPING SHALL BE IMPLEMENTED TO CLEAN UP CONSTRUCTION AREAS TO PREVENT RELEASE OF SEDIMENTS INTO THE STORM SYSTEM.
7. SEDIMENT LADEN WATER SHALL BE PUMPED THROUGH AN APPROVED SEDIMENT CONTROL BMP, AND THEN DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA. DISCHARGE OVER A HARD IMPERVIOUS SURFACE, SUCH AS ASPHALT PAVEMENT, IS PROHIBITED.
8. DISPOSAL OF SEDIMENT LADEN WATER INTO THE WASTEWATER SYSTEM IS PROHIBITED, UNLESS PRIOR WRITTEN APPROVAL IS RECEIVED FROM THE CITY OF MILWAUKIE WASTEWATER DIVISION MANAGER. SEDIMENT LADEN WATER SHALL BE PUMPED THROUGH AN APPROVED SEDIMENT CONTROL BMP PRIOR TO DISPOSAL INTO THE WASTEWATER SYSTEM.
9. ALL CATCH BASIN LOCATIONS IDENTIFIED IN THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN SHALL HAVE SEDIMENT PREVENTION BMP'S INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. SEDIMENT ACCUMULATION AT ANY BMP LOCATIONS SHALL NOT EXCEED 1" IN DEPTH.
10. SAWCUTTING SLURRY AND DEBRIS SHALL BE VACUUMED AND REMOVED FROM ALL IMPERVIOUS SURFACES. VACUUMED SAWCUTTING SLURRY SHALL BE PROPERLY DISPOSED OF AND NOT DISCHARGED INTO THE STORM SYSTEM.
11. WATER TIGHT TRUCKS SHALL BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE.
12. TEMPORARY STABILIZATION AND COVERING OF SOIL STOCKPILES SHALL OCCUR AT THE END OF EACH WORK DAY.
13. ALL TOXIC OR HAZARDOUS MATERIALS SHALL BE PROPERLY STORED, APPLIED, AND DISPOSED.
14. AN AREA SHALL BE DESIGNATED FOR WASHING OUT CONCRETE TRUCKS SUCH THAT RUNOFF FROM THE WASH DOES NOT ENTER THE STORM SYSTEM.
15. SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE SHALL NOT BE WASHED TO THE STORM SYSTEM. SWEEPINGS SHALL BE COLLECTED AND PROPERLY DISPOSED OF IN THE TRASH.
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19. GRAVEL OR DIRT CURB RAMPS ARE PROHIBITED. ONLY WOOD STEP STYLE CURB RAMPS ARE ALLOWED.
20. UPON COMPLETION OF SITE RESTORATION AND APPROVAL FROM THE CITY OF MILWAUKIE ENGINEERING DIRECTOR, ALL TEMPORARY EROSION CONTROL MEASURES MAY BE REMOVED.



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**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
CLATSOP COUNTY TAX MAPS 2E 310D, 1 2E 310A, 1 2E 310B

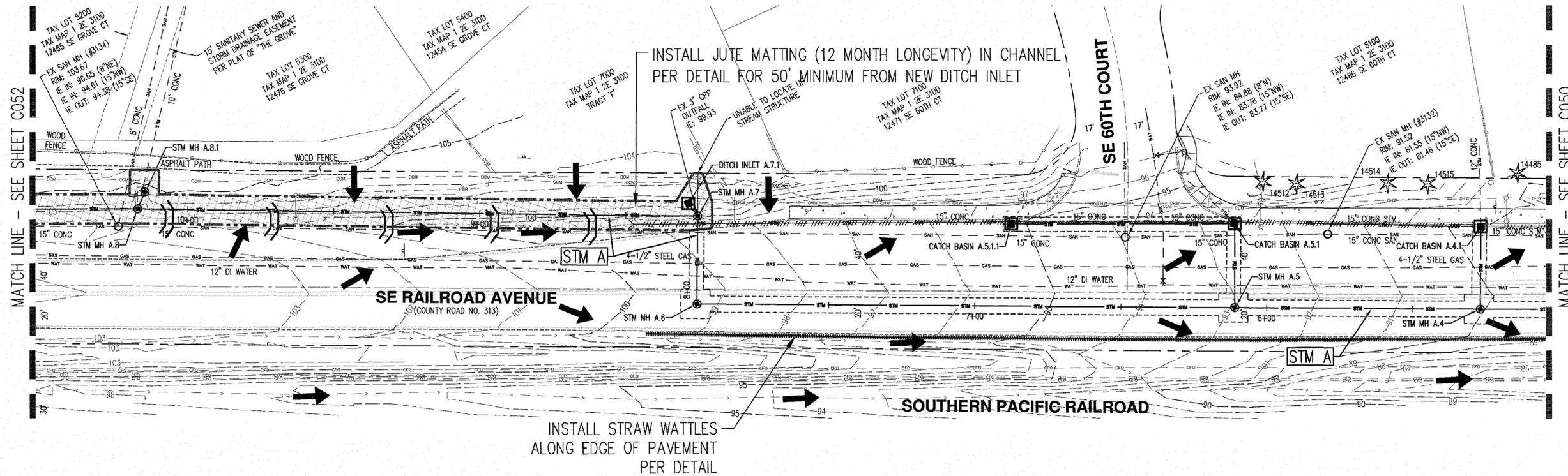
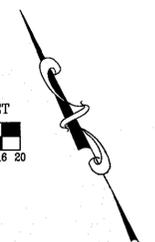
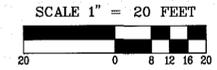
**EROSION CONTROL PLANS**  
**STM A (STA 0+00 - 5+00)**

DESIGNED BY: BSK  
 DRAWN BY: BSK  
 CHECKED BY: AHH  
 SCALE: AS NOTED  
 DATE: 07/18/2014



REVISIONS

JOB NUMBER	3875
SHEET	C050



**LEGEND**

- DISTURBED AREA
- SAWCUT LINE
- EXISTING TREE TO REMAIN
- INLET PROTECTION
- CHECK DAM
- STRAW WATTLES
- DRAINAGE FLOW DIRECTION
- \*SEEDING/MULCHING DISTURBED SOIL AREAS

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**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
 CLACKAMAS COUNTY TAX MAPS 2E 3100, 1 2E 310A, 1 2E 310D

**EROSION CONTROL PLANS**  
**STM A (STA 5+00 - 10+50)**

DESIGNED BY: BSK  
 DRAWN BY: BSK  
 CHECKED BY: AHH  
 SCALE: AS NOTED  
 DATE: 07/18/2014

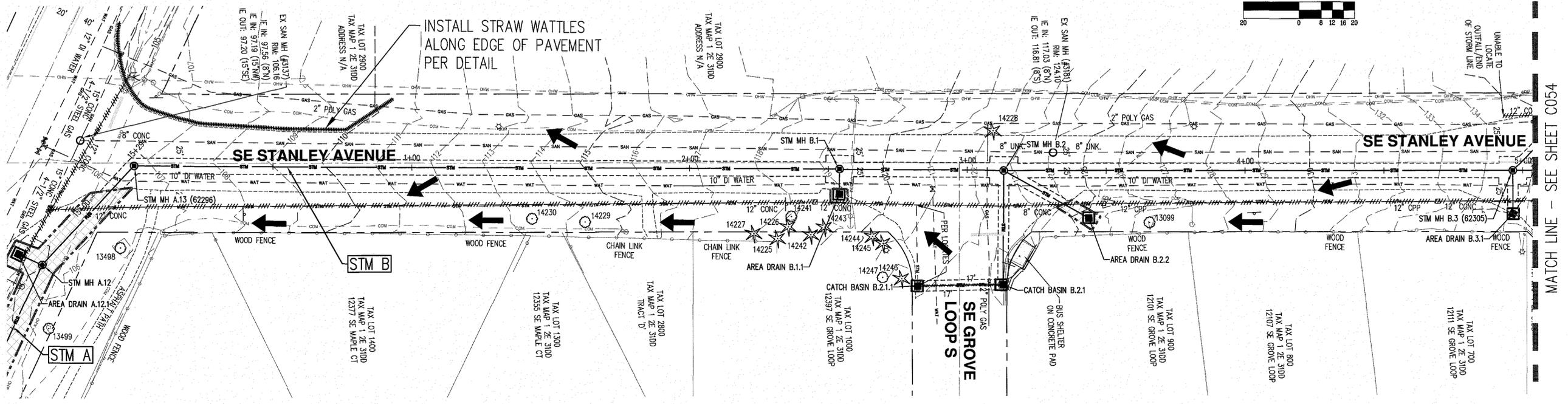
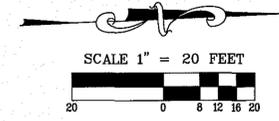
**REGISTERED PROFESSIONAL**  
 ENGINEER  
 NO. 35396  
 OREGON  
 JANUARY 15, 2009  
 ALEXANDER H. HURLEY  
 RENEWAL DATE: 6/30/15

REVISIONS

JOB NUMBER  
**3875**

SHEET  
**C051**





**LEGEND**

- DISTURBED AREA
- SAWCUT LINE
- EXISTING TREE TO REMAIN
- INLET PROTECTION
- CHECK DAM
- STRAW WATTLES
- DRAINAGE FLOW DIRECTION
- \*SEEDING/MULCHING DISTURBED SOIL AREAS

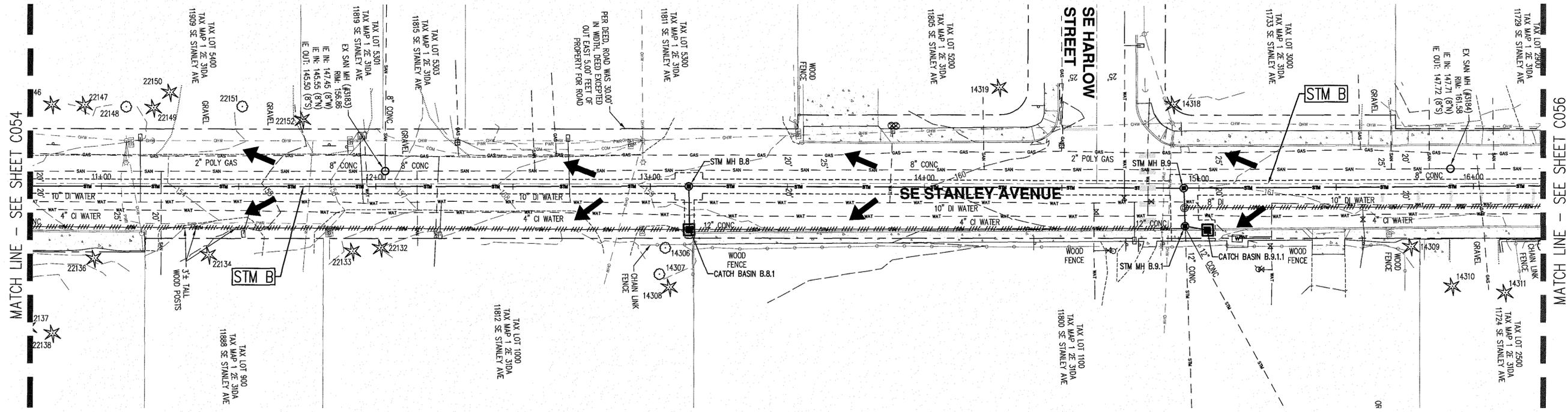
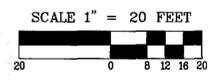
**EROSION PREVENTION AND SEDIMENT CONTROL (ECS) NOTES:**

1. ALL EROSION PREVENTION MEASURES SHALL BE IN PLACE, FUNCTIONAL, AND APPROVED IN ACCORDANCE WITH THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. ALL SOIL EROSION AND SITE DRAINAGE FACILITIES SHALL BE MAINTAINED IN PROPER FUNCTIONING ORDER THROUGHOUT CONSTRUCTION.
2. ALTERNATIVE SEDIMENT CONTROLS MUST PROVIDE A DISCHARGE THAT IS CLEAN AND FREE OF SEDIMENT, SURFACTANTS, AND OTHER POLLUTANTS PRIOR TO ENTERING INTO THE STORM SYSTEM. APPROVAL OF ALTERNATIVE SEDIMENT CONTROLS BY THE CITY OF MILWAUKIE WASTEWATER DIVISION MANAGER IS REQUIRED PRIOR TO INSTALLATION.
3. WRITTEN SPILL PREVENTION AND RESPONSE PROCEDURES SHALL BE DEVELOPED, MAINTAINED, AND IMPLEMENTED ON THE CONSTRUCTION SITE.
4. GRAVEL CONSTRUCTION ENTRANCES MUST BE INSTALLED AT THE START OF CONSTRUCTION ACTIVITIES TO PREVENT TRACKING OF DIRT AND DEBRIS. UPON INSTALLATION OF GRAVEL CONSTRUCTION ENTRANCES, THE INITIAL ECS INSPECTION MAY BE PERFORMED.
5. DUMPING OR DISPOSAL OF SPOIL MATERIALS INTO ANY STREAM CORRIDOR, WETLANDS, SURFACE WATERS OR ON ANY PUBLIC OR PRIVATE PROPERTY NOT SPECIFIED FOR SAID PURPOSE IS PROHIBITED.
6. SEDIMENT AND POLLUTANTS SHALL NOT BE WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES. DRY SWEEPING SHALL BE IMPLEMENTED TO CLEAN UP CONSTRUCTION AREAS TO PREVENT RELEASE OF SEDIMENTS INTO THE STORM SYSTEM.
7. SEDIMENT LADEN WATER SHALL BE PUMPED THROUGH AN APPROVED SEDIMENT CONTROL BMP, AND THEN DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA. DISCHARGE OVER A HARD IMPERVIOUS SURFACE, SUCH AS ASPHALT PAVEMENT, IS PROHIBITED.
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9. ALL CATCH BASIN LOCATIONS IDENTIFIED IN THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN SHALL HAVE SEDIMENT PREVENTION BMPs INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. SEDIMENT ACCUMULATION AT ANY BMP LOCATIONS SHALL NOT EXCEED 1" IN DEPTH.
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11. WATER TIGHT TRUCKS SHALL BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE.
12. TEMPORARY STABILIZATION AND COVERING OF SOIL STOCKPILES SHALL OCCUR AT THE END OF EACH WORK DAY.
13. ALL TOXIC OR HAZARDOUS MATERIALS SHALL BE PROPERLY STORED, APPLIED, AND DISPOSED.
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20. UPON COMPLETION OF SITE RESTORATION AND APPROVAL FROM THE CITY OF MILWAUKIE ENGINEERING DIRECTOR, ALL TEMPORARY EROSION CONTROL MEASURES MAY BE REMOVED.

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MATCH LINE - SEE SHEET C054

MATCH LINE - SEE SHEET C056

**LEGEND**

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ENGINEERING · PLANNING · SURVEYING  
 FORESTRY · LANDSCAPE ARCHITECTURE

**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
 CLACKAMAS COUNTY TAX MAPS 2E 310D, 1 2E 310A, 1 2E 310D

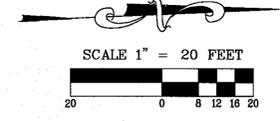
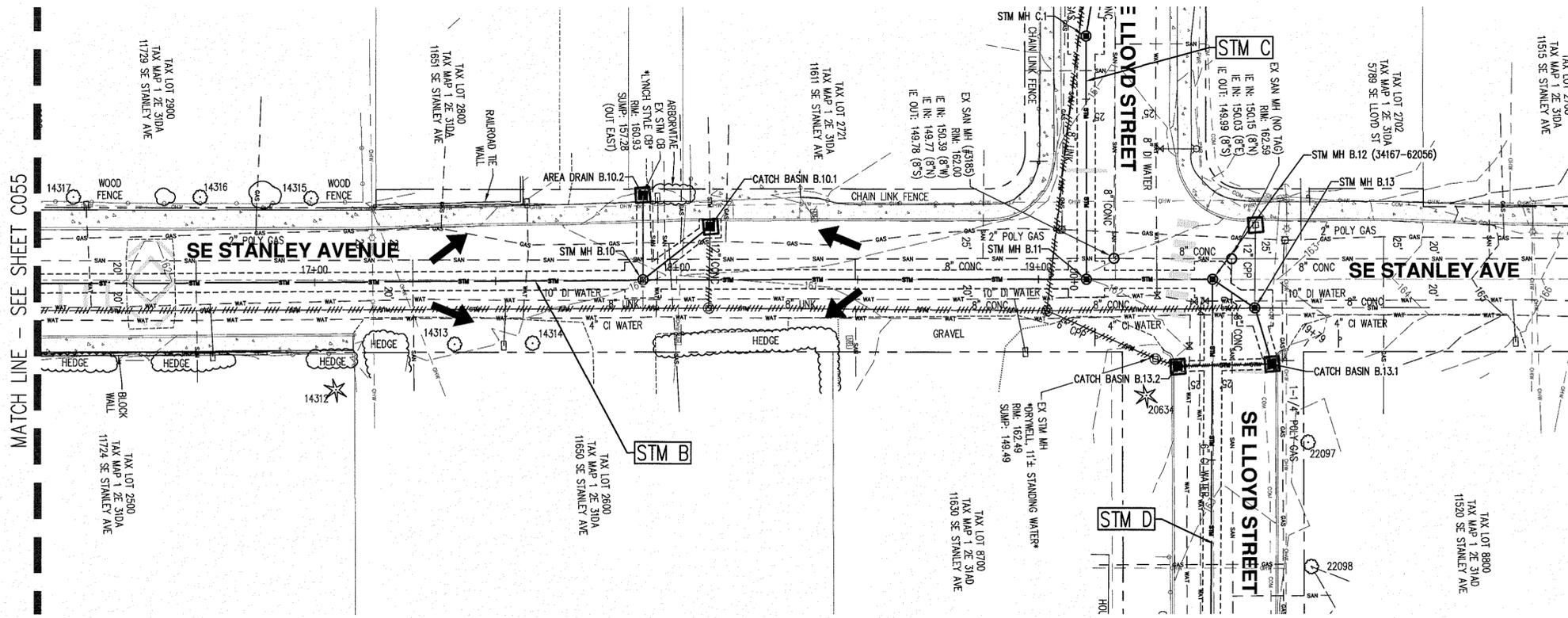
**EROSION CONTROL PLANS**  
**STM B (STA 10+75 - 16+25)**

DESIGNED BY: BSK  
 DRAWN BY: BSK  
 CHECKED BY: AHH  
 SCALE: AS NOTED  
 DATE: 07/18/2014

**REGISTERED PROFESSIONAL**  
 56549PE  
 OREGON  
 JANUARY 15, 2007  
 ALEXANDER H. WURLEY  
 RENEWAL DATE: 6/30/15

REVISIONS

JOB NUMBER  
**3875**  
 SHEET  
**C055**



**LEGEND**

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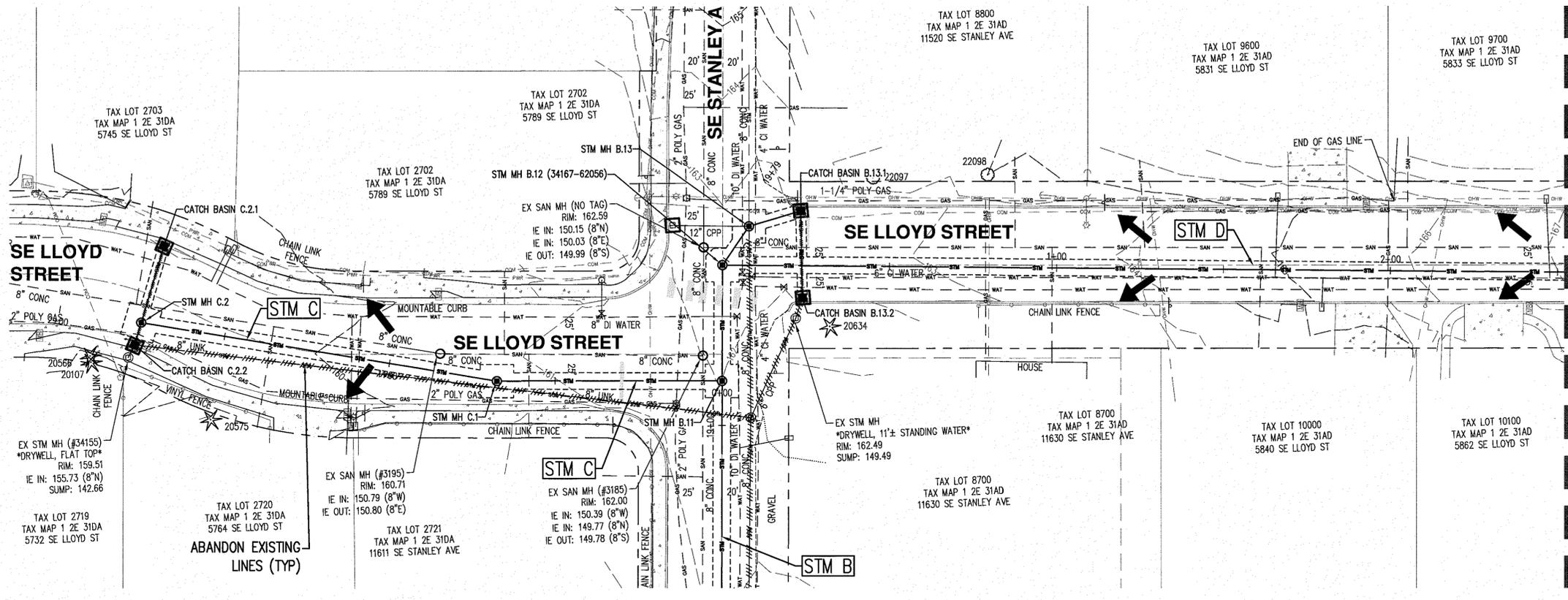
**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**

**EROSION CONTROL PLANS**  
**STM B (STA 16+25 - 19+62)**

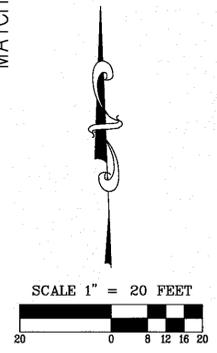
DESIGNED BY: BSK  
 DRAWN BY: BSK  
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 DATE: 07/18/2014

RENEWAL DATE: 6/30/15  
 REVISIONS:

JOB NUMBER  
**3875**  
 SHEET  
**C056**



MATCH LINE - SEE SHEET C058



**LEGEND**

- DISTURBED AREA
- SAWCUT LINE
- EXISTING TREE TO REMAIN
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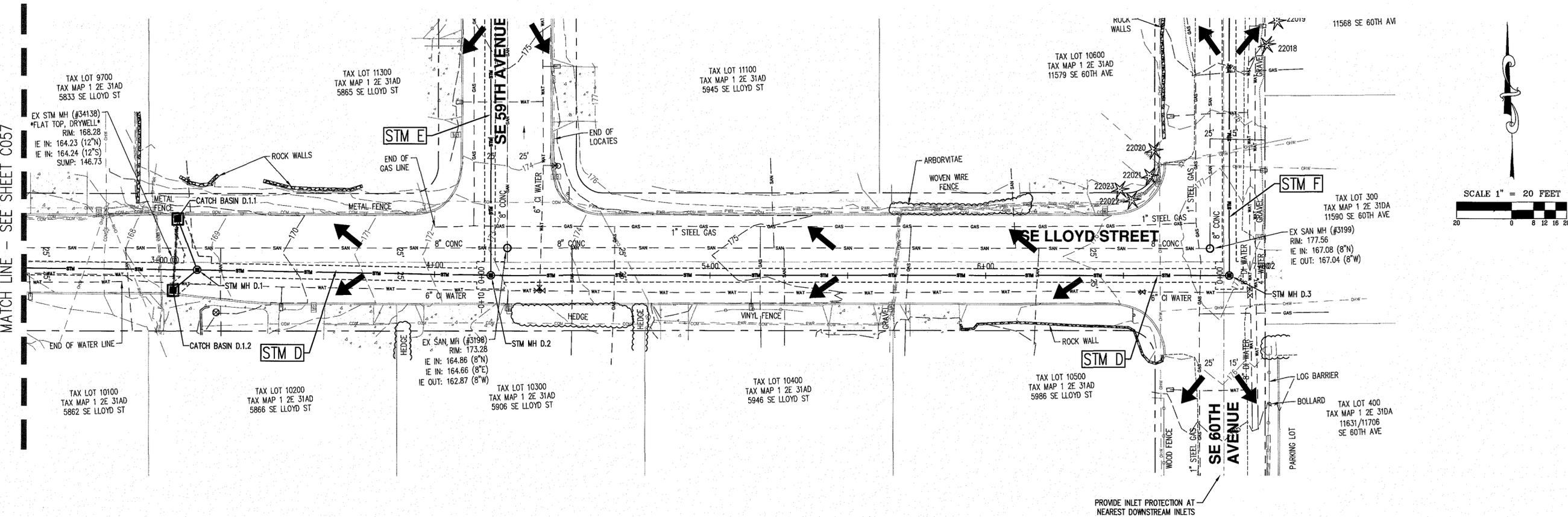


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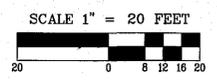
**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
 CLATSOP COUNTY TAX MAPS: 1.2E.310D, 1.2E.310A, 1.2E.31AD

**EROSION PLANS STM C**  
**(STA 0+00-1+75) AND**  
**STM D (STA 0+00-2+50)**

DESIGNED BY:	BSK
DRAWN BY:	BSK
CHECKED BY:	AHH
SCALE:	AS NOTED
DATE:	07/18/2014
RENEWAL DATE:	6/30/15
REVISIONS:	
JOB NUMBER	3875
SHEET	C057



MATCH LINE - SEE SHEET C057



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4. GRAVEL CONSTRUCTION ENTRANCES MUST BE INSTALLED AT THE START OF CONSTRUCTION ACTIVITIES TO PREVENT TRACKING OF DIRT AND DEBRIS. UPON INSTALLATION OF GRAVEL CONSTRUCTION ENTRANCES, THE INITIAL ECS INSPECTION MAY BE PERFORMED.
5. DUMPING OR DISPOSAL OF SPOIL MATERIALS INTO ANY STREAM CORRIDOR, WETLANDS, SURFACE WATERS OR ON ANY PUBLIC OR PRIVATE PROPERTY NOT SPECIFIED FOR SAID PURPOSE IS PROHIBITED.
6. SEDIMENT AND POLLUTANTS SHALL NOT BE WASHED INTO STORM SEWERS, DRAINAGE WAYS, OR WATER BODIES. DRY SWEEPING SHALL BE IMPLEMENTED TO CLEAN UP CONSTRUCTION AREAS TO PREVENT RELEASE OF SEDIMENTS INTO THE STORM SYSTEM.
7. SEDIMENT LADEN WATER SHALL BE PUMPED THROUGH AN APPROVED SEDIMENT CONTROL BMP, AND THEN DISCHARGED OVER AN UNDISTURBED, PREFERABLY VEGETATED AREA. DISCHARGE OVER A HARD IMPERVIOUS SURFACE, SUCH AS ASPHALT PAVEMENT, IS PROHIBITED.
8. DISPOSAL OF SEDIMENT LADEN WATER INTO THE WASTEWATER SYSTEM IS PROHIBITED, UNLESS PRIOR WRITTEN APPROVAL IS RECEIVED FROM THE CITY OF MILWAUKIE WASTEWATER DIVISION MANAGER. SEDIMENT LADEN WATER SHALL BE PUMPED THROUGH AN APPROVED SEDIMENT CONTROL BMP PRIOR TO DISPOSAL INTO THE WASTEWATER SYSTEM.
9. ALL CATCH BASIN LOCATIONS IDENTIFIED IN THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN SHALL HAVE SEDIMENT PREVENTION BMPs INSTALLED AND MAINTAINED AT ALL TIMES DURING CONSTRUCTION. SEDIMENT ACCUMULATION AT ANY BMP LOCATIONS SHALL NOT EXCEED 1" IN DEPTH.
10. SAWCUTTING SLURRY AND DEBRIS SHALL BE VACUUMED AND REMOVED FROM ALL IMPERVIOUS SURFACES. VACUUMED SAWCUTTING SLURRY SHALL BE PROPERLY DISPOSED OF AND NOT DISCHARGED INTO THE STORM SYSTEM.
11. WATER TIGHT TRUCKS SHALL BE USED TO TRANSPORT SATURATED SOILS FROM THE CONSTRUCTION SITE.
12. TEMPORARY STABILIZATION AND COVERING OF SOIL STOCKPILES SHALL OCCUR AT THE END OF EACH WORK DAY.
13. ALL TOXIC OR HAZARDOUS MATERIALS SHALL BE PROPERLY STORED, APPLIED, AND DISPOSED.
14. AN AREA SHALL BE DESIGNATED FOR WASHING OUT CONCRETE TRUCKS SUCH THAT RUNOFF FROM THE WASH DOES NOT ENTER THE STORM SYSTEM.
15. SWEEPINGS FROM EXPOSED AGGREGATE CONCRETE SHALL NOT BE WASHED TO THE STORM SYSTEM. SWEEPINGS SHALL BE COLLECTED AND PROPERLY DISPOSED OF IN THE TRASH.
16. PAVING IN WET WEATHER WHEN PAVING CHEMICALS CAN RUNOFF INTO THE STORM SYSTEM IS PROHIBITED.
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20. UPON COMPLETION OF SITE RESTORATION AND APPROVAL FROM THE CITY OF MILWAUKIE ENGINEERING DIRECTOR, ALL TEMPORARY EROSION CONTROL MEASURES MAY BE REMOVED.

PROVIDE INLET PROTECTION AT NEAREST DOWNSTREAM INLETS

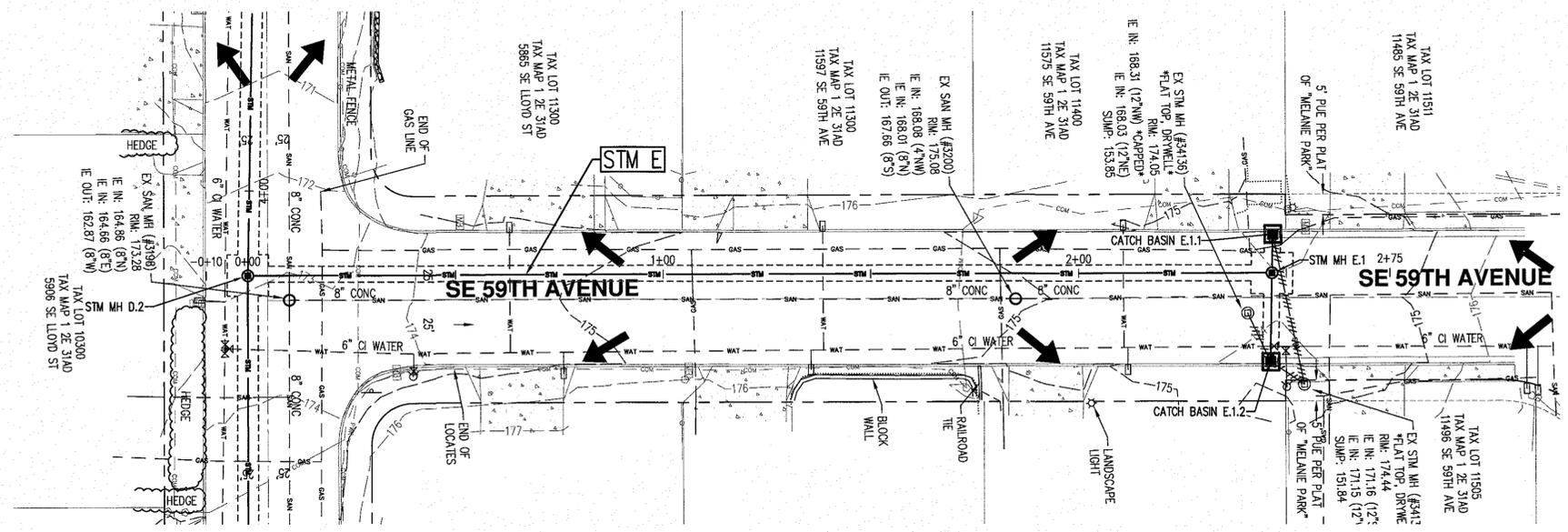
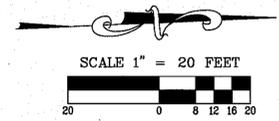


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**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
 CLATSOP COUNTY TAX MAPS 1.2E.310D, 1.2E.310A, 1.2E.310D

**EROSION CONTROL PLANS**  
**STM D (STA 2+50 - 6+87)**

DESIGNED BY:	BSK
DRAWN BY:	BSK
CHECKED BY:	AHH
SCALE:	AS NOTED
DATE:	07/18/2014
RENEWAL DATE:	6/30/15
REVISIONS:	
JOB NUMBER	3875
SHEET	C058



**LEGEND**

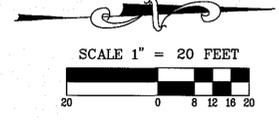
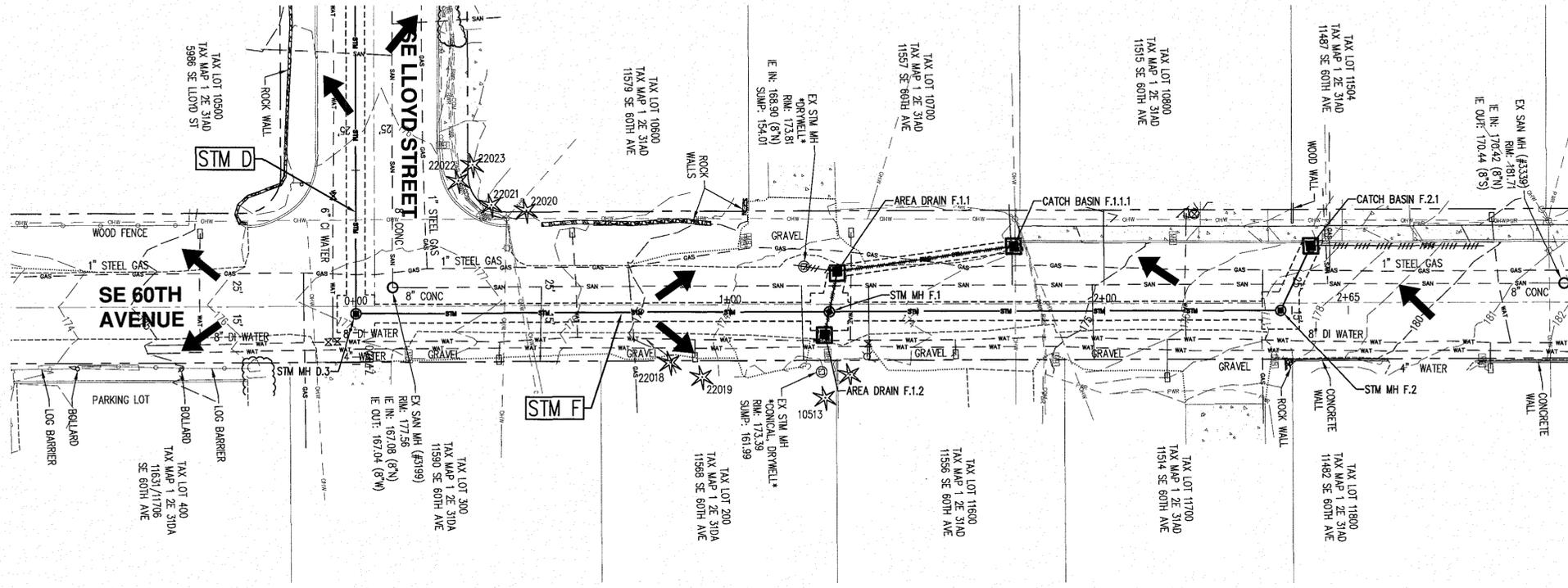
- DISTURBED AREA
- SAWCUT LINE
- EXISTING TREE TO REMAIN
- INLET PROTECTION
- CHECK DAM
- STRAW WATTLES
- DRAINAGE FLOW DIRECTION
- \*SEEDING/MULCHING DISTURBED SOIL AREAS

\*NOTE: CONTRACTOR IS RESPONSIBLE FOR LONG-TERM ESTABLISHMENT OF VEGETATION IN ALL DISTURBED AREAS. MULCH/SEED MIX TO BE SUBMITTED AND APPROVED BY CITY. AREAS WHICH FAIL TO ESTABLISH GRASS COVER ADEQUATE TO PREVENT EROSION SHALL BE RESEED AS SOON AS SUCH AREAS ARE IDENTIFIED.

**EROSION PREVENTION AND SEDIMENT CONTROL (ECS) NOTES:**

1. ALL EROSION PREVENTION MEASURES SHALL BE IN PLACE, FUNCTIONAL, AND APPROVED IN ACCORDANCE WITH THE EROSION PREVENTION AND SEDIMENT CONTROL PLAN PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES. ALL SOIL EROSION AND SITE DRAINAGE FACILITIES SHALL BE MAINTAINED IN PROPER FUNCTIONING ORDER THROUGHOUT CONSTRUCTION.
2. ALTERNATIVE SEDIMENT CONTROLS MUST PROVIDE A DISCHARGE THAT IS CLEAN AND FREE OF SEDIMENT, SURFACTANTS, AND OTHER POLLUTANTS PRIOR TO ENTERING INTO THE STORM SYSTEM. APPROVAL OF ALTERNATIVE SEDIMENT CONTROLS BY THE CITY OF MILWAUKIE WASTEWATER DIVISION MANAGER IS REQUIRED PRIOR TO INSTALLATION.
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**LEGEND**

- DISTURBED AREA
- SAWCUT LINE
- EXISTING TREE TO REMAIN
- INLET PROTECTION
- CHECK DAM
- STRAW WATTLES
- DRAINAGE FLOW DIRECTION
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 PHONE: 503.563.6151  
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**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
 CLACKAMAS COUNTY TAX MAPS 2E 31DD, 1 2E 31DA, 1 2E 31AD

**EROSION CONTROL PLANS**  
**STM F (STA 0+00 - 2+47)**

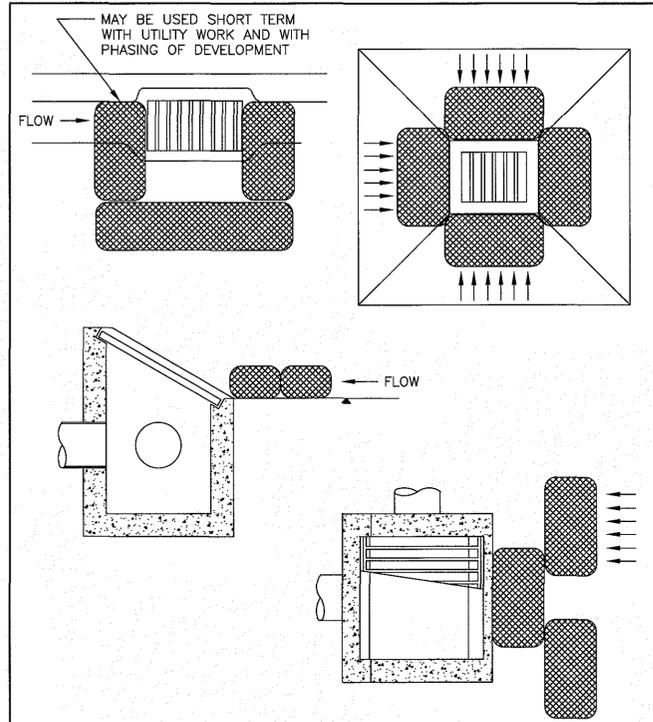
DESIGNED BY: BSK  
 DRAWN BY: BSK  
 CHECKED BY: AHH  
 SCALE: AS NOTED  
 DATE: 07/18/2014

**REGISTERED PROFESSIONAL ENGINEER**  
 ALEXANDER H. HURLEY  
 OREGON  
 JANUARY 15, 2002  
 RENEWAL DATE: 6/30/15

REVISIONS

JOB NUMBER  
**3875**

SHEET  
**C060**



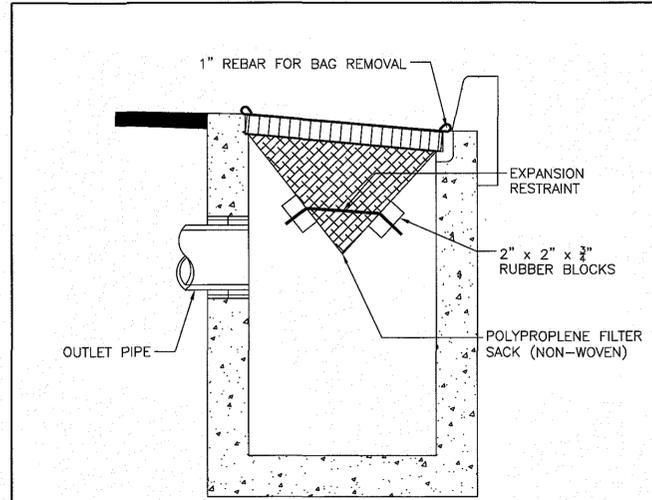
CITY OF MILWAUKIE, OREGON - PUBLIC WORKS DEPT.

**Inlet Protection - Type 4**

DRAWING NO. 4-18

APPROVED	NO.	REVISIONS	DATE	BY

CITY ENGINEER DATE DEC 2011



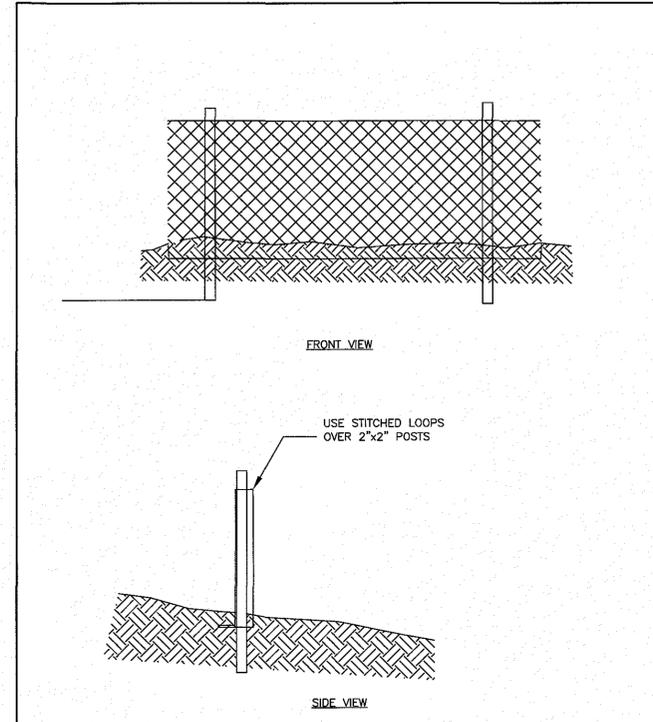
CITY OF MILWAUKIE, OREGON - PUBLIC WORKS DEPT.

**Inlet Protection - Type 5**

DRAWING NO. 4-19

APPROVED	NO.	REVISIONS	DATE	BY

CITY ENGINEER DATE DEC 2011



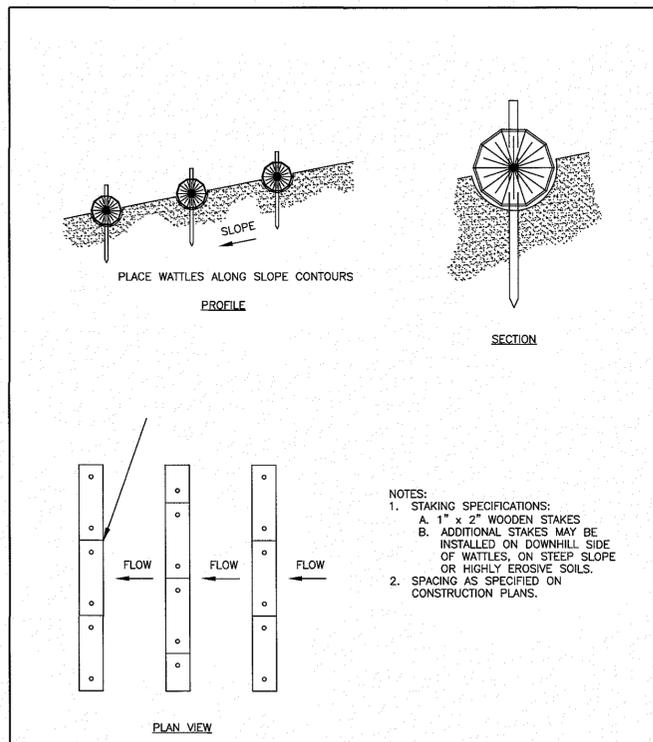
CITY OF MILWAUKIE, OREGON - PUBLIC WORKS DEPT.

**Silt Fence**

DRAWING NO. 4-23

APPROVED	NO.	REVISIONS	DATE	BY

CITY ENGINEER DATE DEC 2011



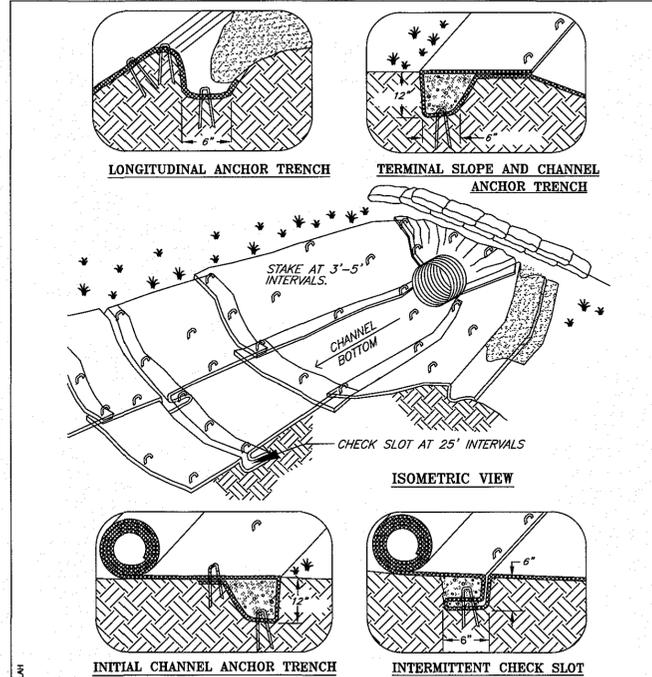
CITY OF MILWAUKIE, OREGON - PUBLIC WORKS DEPT.

**WATTLES**

DRAWING NO. 4-27

APPROVED	NO.	REVISIONS	DATE	BY

CITY ENGINEER DATE DEC 2011

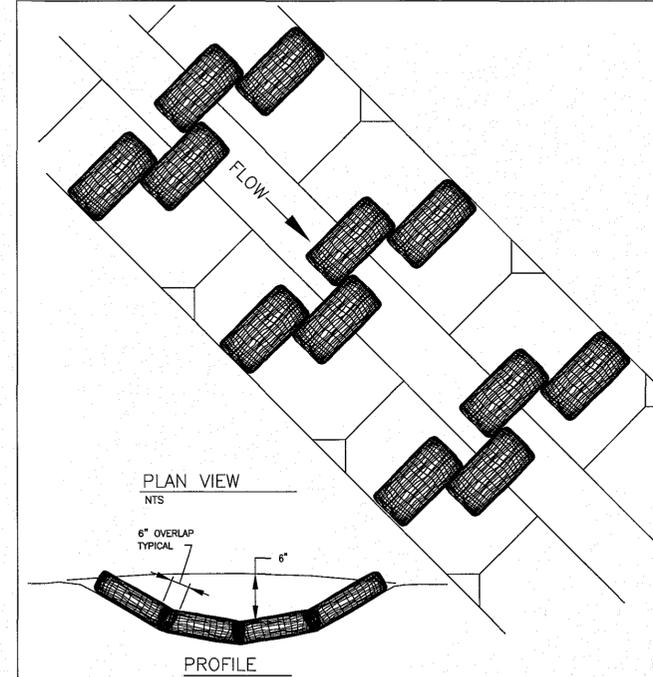


1994 JOHN MCCLELLAN  
FILE: BLANKTCH

NOTES:  
1. CHECK SLOTS TO BE CONSTRUCTED PER MANUFACTURERS SPECIFICATIONS.  
2. STAKING OR STAPLING LAYOUT PER MANUFACTURERS SPECIFICATIONS.

**MATTING - CHANNEL INSTALLATION**

DETAIL DRAWING 4-2 REVISED 01-09



NOTES:  
1. STAKING OF BAGS REQUIRED USING (2) 1"x2" WOOD STAKES OR APPROVED EQUAL PER BAG.  
2. SURFACE MUST BE SMOOTH BEFORE APPLICATION.  
3. CHECK DAMS CAN BE CONSTRUCTED USING STRAW WATTLES OR OTHER MATERIALS AS APPROVED BY THE DISTRICT OR CITY.

**CHECK DAM - BIO-FILTER BAGS**

DETAIL DRAWING 4-5 REVISED 01-09



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**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**

CLATSOP COUNTY TAX MAPS: 2E, 31DD, 1, 2E, 31DA, 1, 2E, 31AD

**EROSION CONTROL**  
**DETAILS**

DESIGNED BY: BSK  
DRAWN BY: BSK  
CHECKED BY: AHH  
SCALE: AS NOTED  
DATE: 07/18/2014

REGISTERED PROFESSIONAL  
ENGINEER IN THE STATE OF OREGON  
NO. 36359PE  
ALEXANDER H. HURLEY  
RENEWAL DATE: 6/30/15

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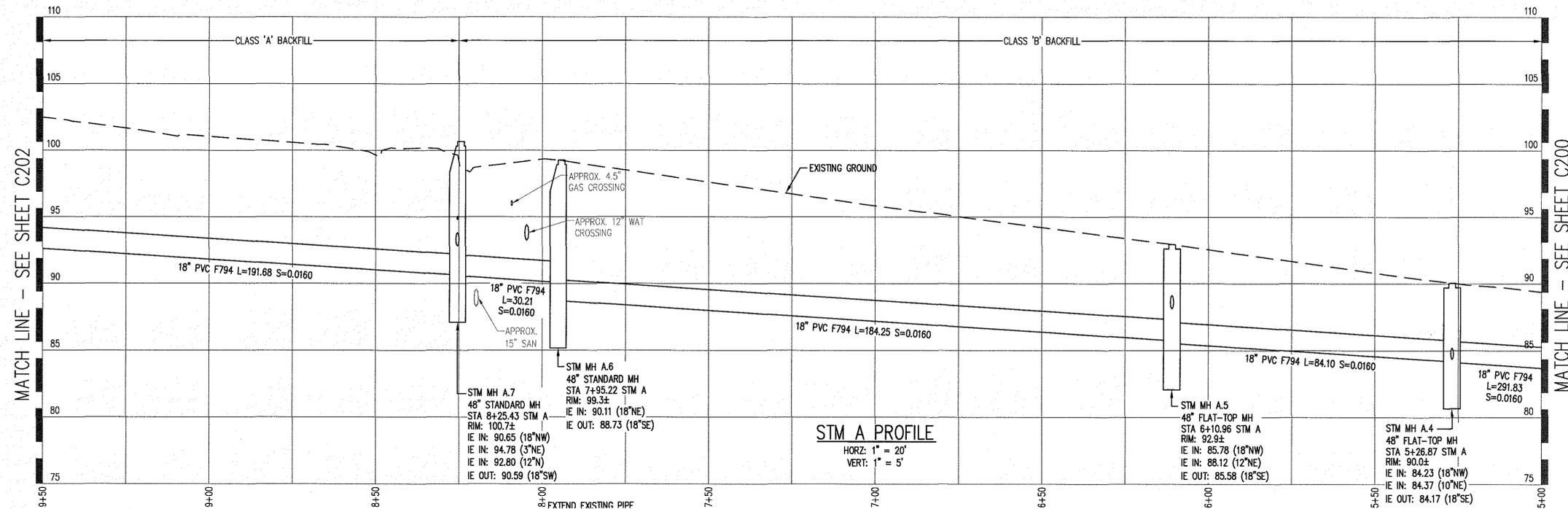
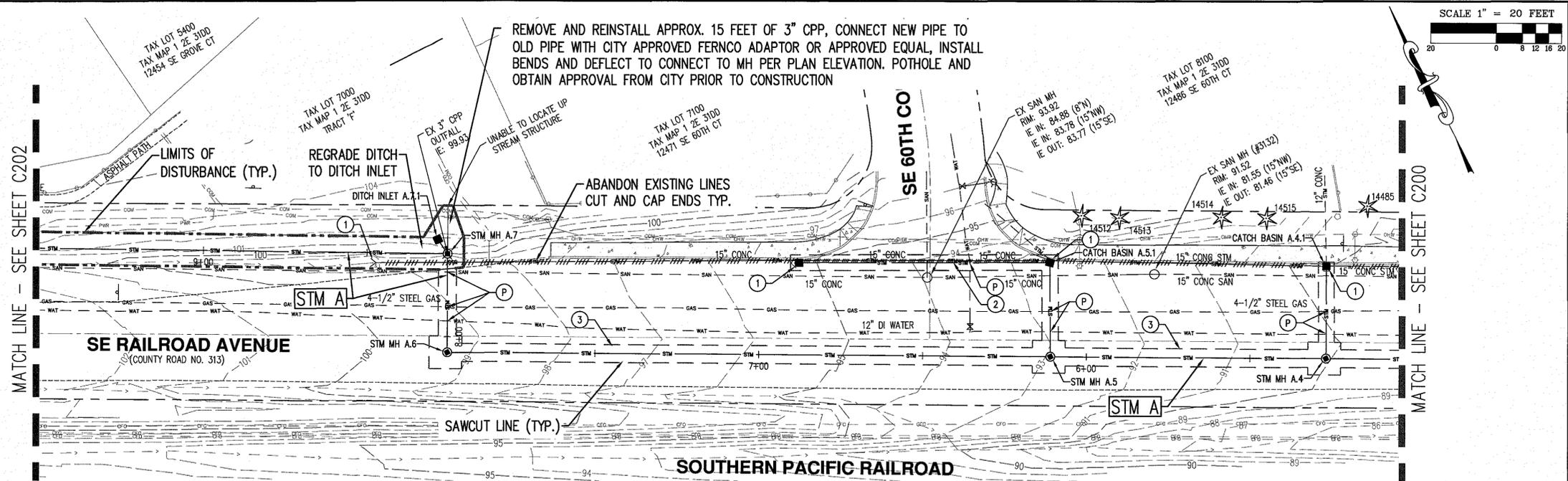
SHEET  
**C061**

AKS DRAWING FILE: 3875-C061-ERC-DETAILS.DWG | LAYOUT: C061



**KEYED NOTES:**

- CONTRACTOR TO POTHOLE LOCATION TO IDENTIFY POTENTIAL CONFLICTS WITH EXISTING UTILITIES. PROVIDE ENGINEER WITH HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO PROCEEDING WITH CONSTRUCTION
- REMOVE EXISTING STRUCTURE AS REQUIRED FOR NEW STRUCTURE. CUT AND CAP ALL EXISTING STORM LINES IDENTIFIED TO BE ABANDONED AT EACH NEW STRUCTURE, ABANDONED STRUCTURE, OR NEW STORM CROSSING (TYPICAL). REPAIR EXISTING CURB/SIDEWALK AS NECESSARY
- REMOVE EXISTING ABANDONED STORM PIPES IN LINE WITH NEW STORM
- PERFORM AC REPAIRS AT 4" DEPTH (TYPICAL - SE RAILROAD AVE ONLY)
- CONNECT EX. STORM OUTFALL TO NEW MANHOLE PER PLAN ELEVATIONS. CONTRACTOR TO POTHOLE EXISTING STORM LINE AND CONTACT PROJECT ENGINEER WITH HORIZONTAL AND VERTICAL LOCATION PRIOR TO ORDERING MATERIALS
- ABANDON EXISTING CATCH BASIN - FILL STRUCTURE WITH GROUT TO FINISHED GRADE
- ABANDON EXISTING MANHOLE - REMOVE TOP RING/CONE, FILL WITH 3/4" GRANULAR FILL, COMPACT, PERFORM AC PATCH
- EXISTING DRYWELL FOR FUTURE ABANDONMENT - DISCONNECT, AND GROUT/PLUG ALL INLETS



**GENERAL NOTES:**

- CONTRACTOR TO COORDINATE THE RELOCATION OF PRIVATE UTILITIES IF NECESSARY. CONTRACTOR TO REPLACE WATER, GAS, COMMUNICATION, OR OTHER SERVICES IF DAMAGED OR CONFLICT EXISTS.
- CONTRACTOR TO POTHOLE EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CONTACT ENGINEER IF CONFLICT EXISTS. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. LOCATIONS OF UTILITIES SHOWN IN PROFILE ARE FOR REFERENCE ONLY AND HAVE ASSUMED ELEVATIONS (NOT BASED ON SURVEY INFORMATION). ADDITIONAL UTILITIES MAY EXIST.
- CONTRACTOR TO REPAIR EXISTING IMPROVEMENTS/STRIPING PER CONTRACT DOCUMENTS.
- CONTRACTOR RESPONSIBLE FOR WORKING SAFELY AROUND EXISTING OVERHEAD WIRES.
- ALL GAS LINE CROSSINGS SHALL BE BACKFILLED WITH SAND FOR 1 FT AROUND GAS LINE IN ACCORDANCE WITH NW NATURAL REQUIREMENTS.
- A MONITOR IS REQUIRED WHEN WORKING WITHIN 10' OF GAS LINE CROSSINGS RATED 'CLASS B' OR GREATER. CONTRACTOR TO COORDINATE MONITORING WITH NW NATURAL, CONTACT 503.220.2415
- CONTRACTOR TO COORDINATE WITH CITY REPRESENTATIVE TO BE PRESENT WHEN WORKING IN THE VICINITY OF TREE ROOT ZONES
- CONTRACTOR TO PERFORM AC TRENCH PATCHING AT DEPTH PER STANDARD CITY DETAIL UNLESS SPECIFIED OTHERWISE
- CONTRACTOR TO COORDINATE WITH CITY FOR PROTECTION OF EXISTING TREES

**STORM NOTES:**

- ALL CONSTRUCTION SHALL CONFORM WITH CITY OF MILWAUKIE CONSTRUCTION STANDARDS. MANHOLE RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL ADJUST RIM ELEVATIONS TO MATCH EXISTING PAVEMENT SURFACES AND SLOPE. RIMS ON MANHOLES IN LANDSCAPED AREAS SHALL BE SET 1' ABOVE GRADE.
- ALL STRUCTURES AND LINES ARE TO BE REPLACED PER PLAN UNLESS OTHERWISE SPECIFIED.
- ALL MANHOLES ARE TO BE SEDIMENTATION MANHOLES WITH 36" SUMPS UNLESS NOTED OTHERWISE
- TRACER WIRE TO BE INSTALLED ON ALL NEW PIPE. CONTRACTOR TO SUBMIT MATERIALS AND INSTALLATION PROCEDURE FOR CITY OF MILWAUKIE APPROVAL
- BOLTDOWN MANHOLE LIDS SHALL BE USED OUTSIDE OF VEHICLE/PEDESTRIAN TRAVEL WAYS
- INSTALL CATCH BASINS, AREA DRAINS, AND MANHOLES PER DETAIL
- CUT AND CAP/GROUT FILL ENDS OF EXISTING STORM LINES WHERE ABANDONED

**STORM STRUCTURE CONNECTION TABLE**

STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
CATCH BASIN A.4.1 FLOW THROUGH	REPLACE EX	89.6	86.46 (NE) IN 84.65 (SW) OUT	2.00'	12" EX. CONC. 10" PVC F794	0.0196 0.0100	27.6 LF 28.4 LF	STM MH A.4	5+26.87 (28.37'R)	STM A
CATCH BASIN A.5.1 FLOW THROUGH	REPLACE EX	92.4	88.61 (NW) IN 89.63 (N) IN 88.41 (SW) OUT	2.00'	10" PVC F794 12" EX. STM 12" PVC F794	0.0100 0.0510 0.0100	76.6 LF 26.9 LF 28.8 LF	STM MH A.5	6+11.20 (28.83'R)	STM A
CATCH BASIN A.5.1.1	REPLACE EX	95.0	89.38 (SE) OUT	2.00'	10" PVC F794	0.0100	76.6 LF	CATCH BASIN A.5.1	6+87.77 (28.22'R)	STM A
DITCH INLET A.7.1	NEW	98.5	93.00 (S) OUT	2.00'	12" PVC F794	0.0376	5.3 LF	STM MH A.7	8+28.49 (4.35'R)	STM A



**CITY OF MILWAUKIE  
STANLEY AVENUE  
MILWAUKIE OREGON**

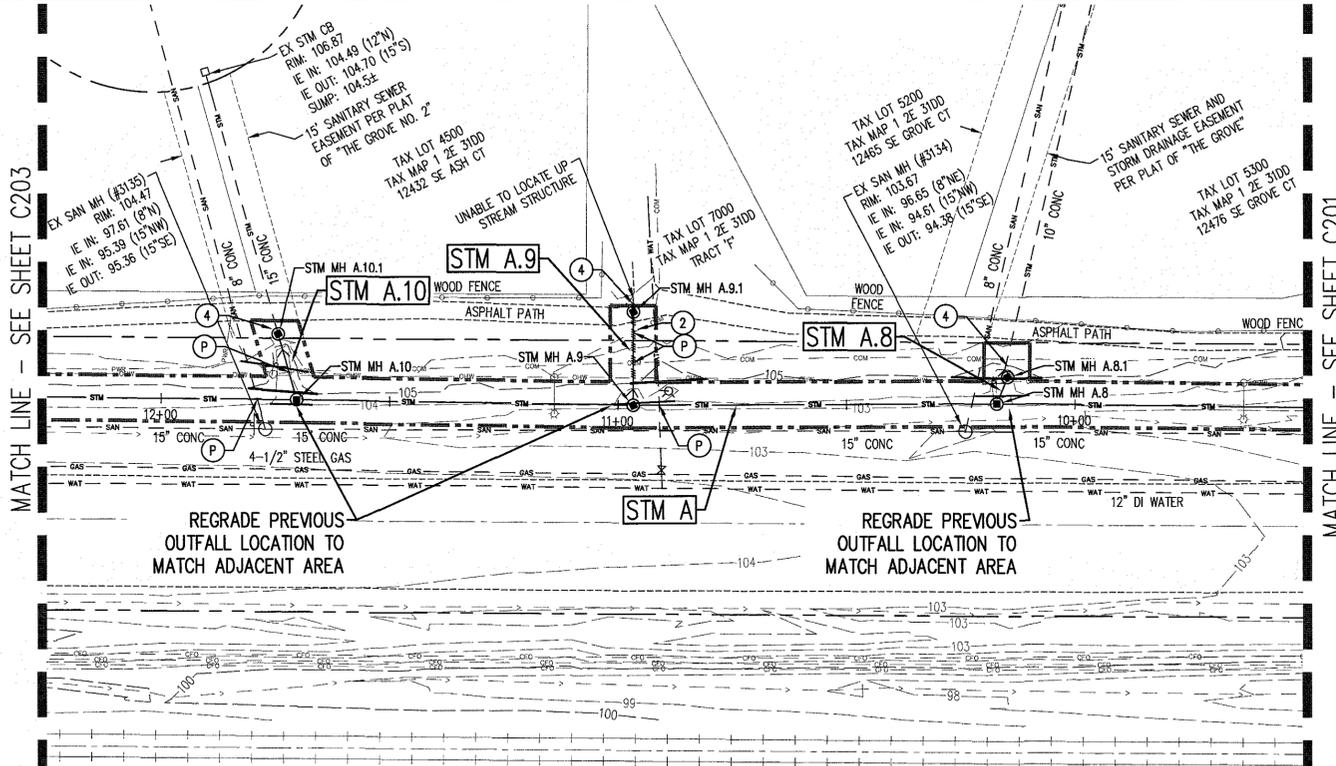
**STM A (STA 5+00 - 9+50) -  
PLAN AND PROFILE**

DESIGNED BY: BSK  
DRAWN BY: BSK  
CHECKED BY: AHH  
SCALE: AS NOTED  
DATE: 07/18/2014

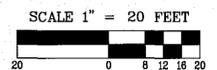
REGISTERED PROFESSIONAL ENGINEER  
ALEXANDER H. HURLEY  
RENEWAL DATE: 6/30/15

JOB NUMBER  
**3875**  
SHEET

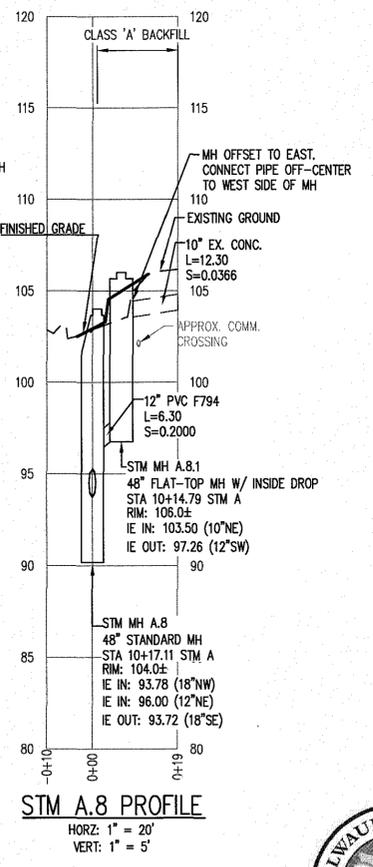
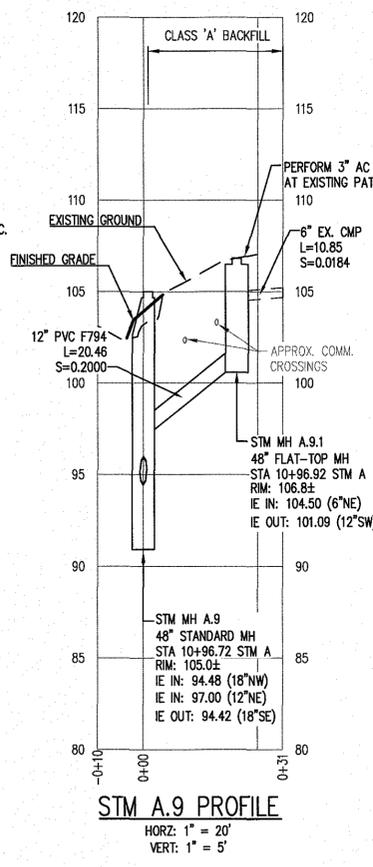
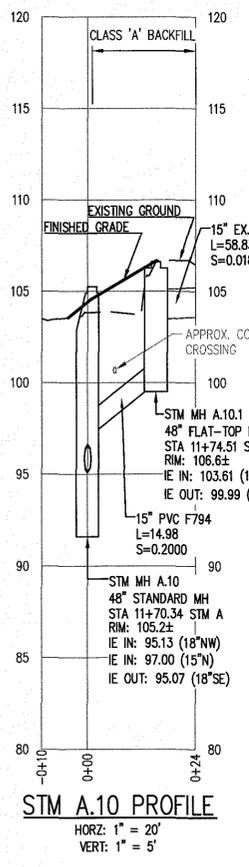
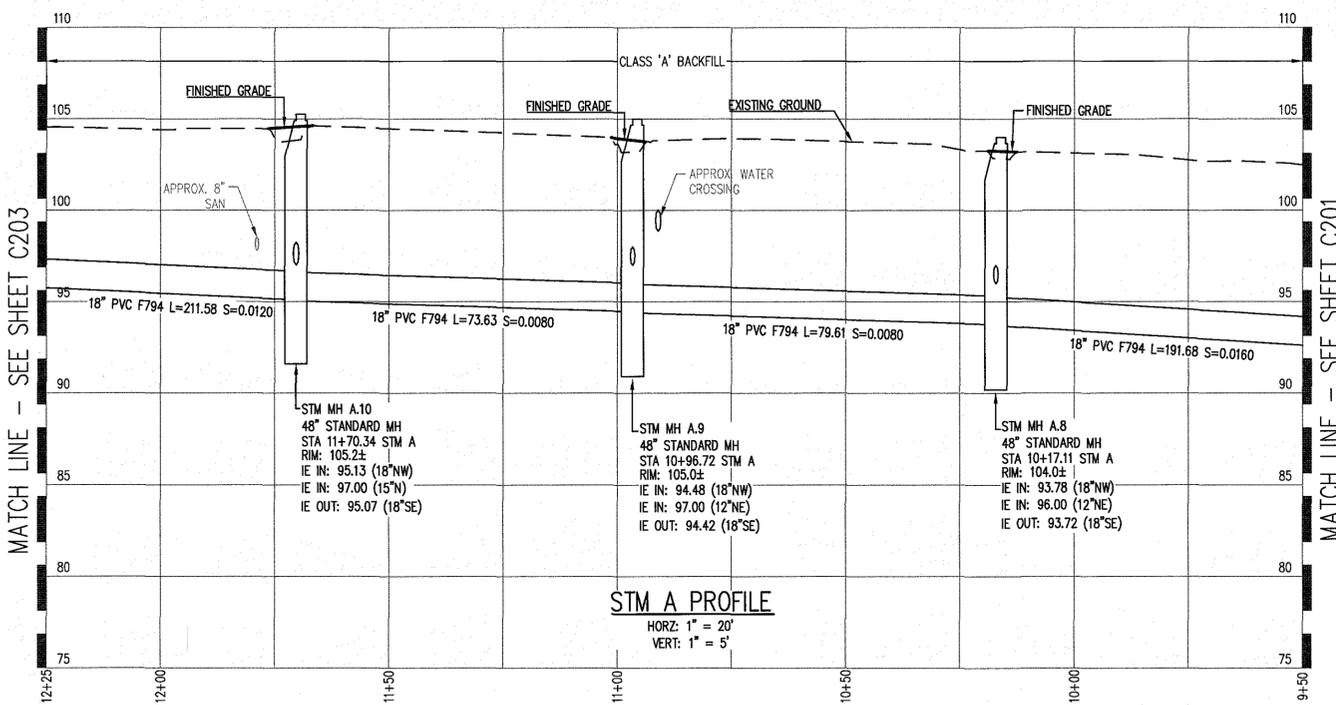
**C201**



- KEYED NOTES:**
- CONTRACTOR TO POTHOLE LOCATION TO IDENTIFY POTENTIAL CONFLICTS WITH EXISTING UTILITIES. PROVIDE ENGINEER WITH HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO PROCEEDING WITH CONSTRUCTION
  - REMOVE EXISTING STRUCTURE AS REQUIRED FOR NEW STRUCTURE. CUT AND CAP ALL EXISTING STORM LINES IDENTIFIED TO BE ABANDONED AT EACH NEW STRUCTURE. ABANDONED STRUCTURE, OR NEW STORM CROSSING (TYPICAL). REPAIR EXISTING CURB/SIDEWALK AS NECESSARY
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  - EXISTING DRYWELL FOR FUTURE ABANDONMENT - DISCONNECT, AND GROUT/PLUG ALL INLETS



STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
STM MH A.8.1	NEW	106.0	103.50 (NE) IN 97.26 (SW) OUT	0.00'	10" EX. CONC. 12" PVC F794	0.0366 0.2000	12.3 LF 6.3 LF	STM MH A.8	10+14.79 (5.85'R)	STM A
STM MH A.9.1	NEW	106.8	104.50 (NE) IN 101.09 (SW) OUT	0.00'	6" EX. CMP 12" PVC F794	0.0184 0.2000	10.8 LF 20.5 LF	STM MH A.9	10+96.92 (20.46'R)	STM A
STM MH A.10.1	NEW	106.6	103.61 (N) IN 99.99 (S) OUT	0.00'	15" EX. CONC. 15" PVC F794	0.0185 0.2000	58.8 LF 15.0 LF	STM MH A.10	11+74.51 (14.39'R)	STM A



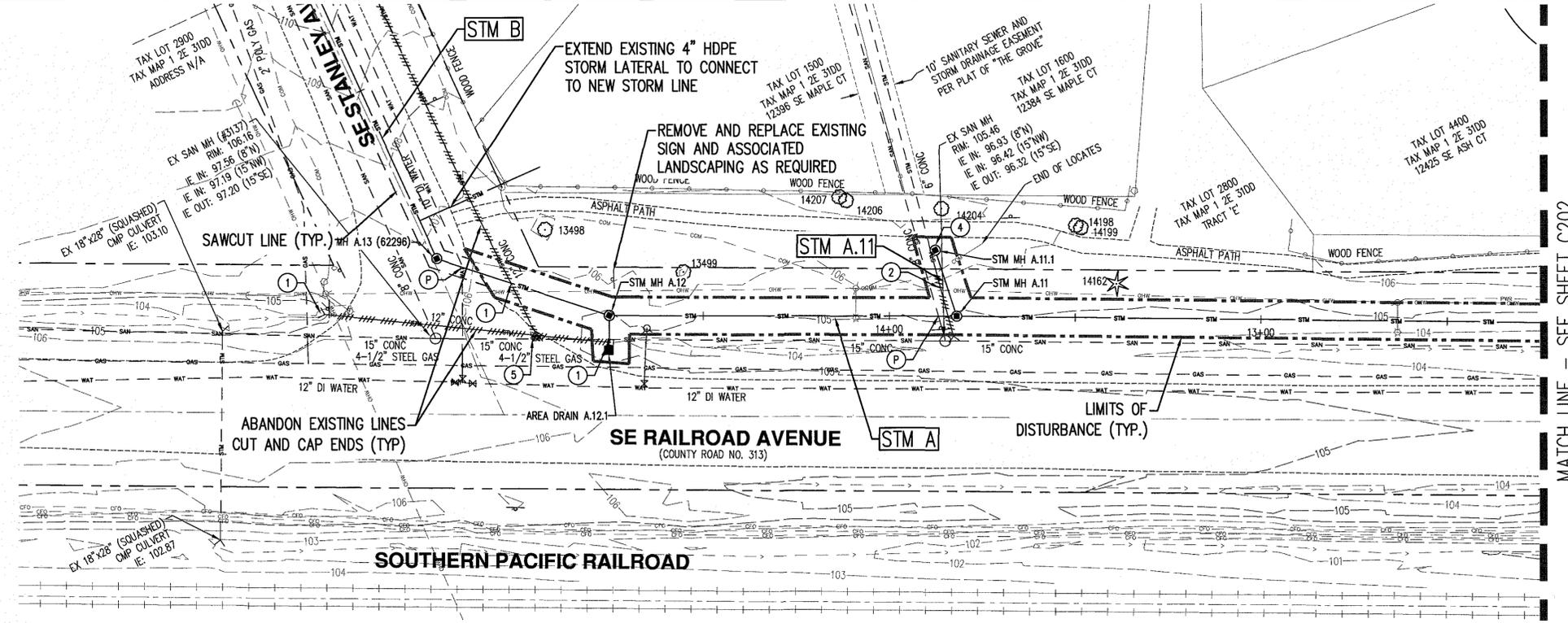
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  - CONTRACTOR RESPONSIBLE FOR WORKING SAFELY AROUND EXISTING OVERHEAD WIRES.
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  - A MONITOR IS REQUIRED WHEN WORKING WITHIN 10' OF GAS LINE CROSSINGS RATED 'CLASS B' OR GREATER. CONTRACTOR TO COORDINATE MONITORING WITH NW NATURAL, CONTACT 503.220.2415
  - CONTRACTOR TO COORDINATE WITH CITY REPRESENTATIVE TO BE PRESENT WHEN WORKING IN THE VICINITY OF TREE ROOT ZONES
  - CONTRACTOR TO PERFORM AC TRENCH PATCHING AT DEPTH PER STANDARD CITY DETAIL UNLESS SPECIFIED OTHERWISE
  - CONTRACTOR TO COORDINATE WITH CITY FOR PROTECTION OF EXISTING TREES

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  - ALL STRUCTURES AND LINES ARE TO BE REPLACED PER PLAN UNLESS OTHERWISE SPECIFIED.
  - ALL MANHOLES ARE TO BE SEDIMENTATION MANHOLES WITH 36" SUMPS UNLESS NOTED OTHERWISE
  - TRACER WIRE TO BE INSTALLED ON ALL NEW PIPE. CONTRACTOR TO SUBMIT MATERIALS AND INSTALLATION PROCEDURE FOR CITY OF MILWAUKIE APPROVAL.
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  - CUT AND CAP/GROUT FILL ENDS OF EXISTING STORM LINES WHERE ABANDONED



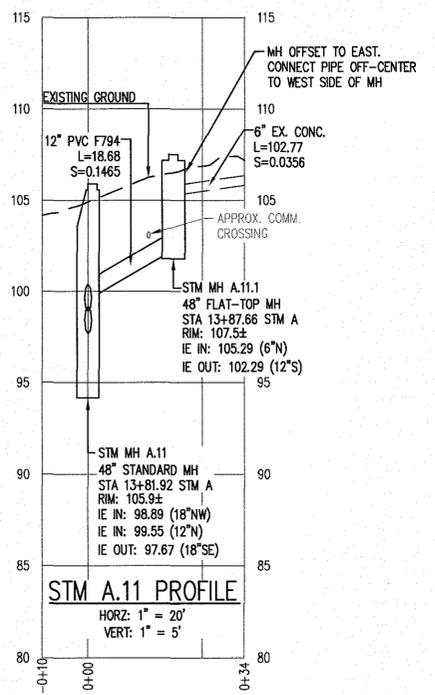
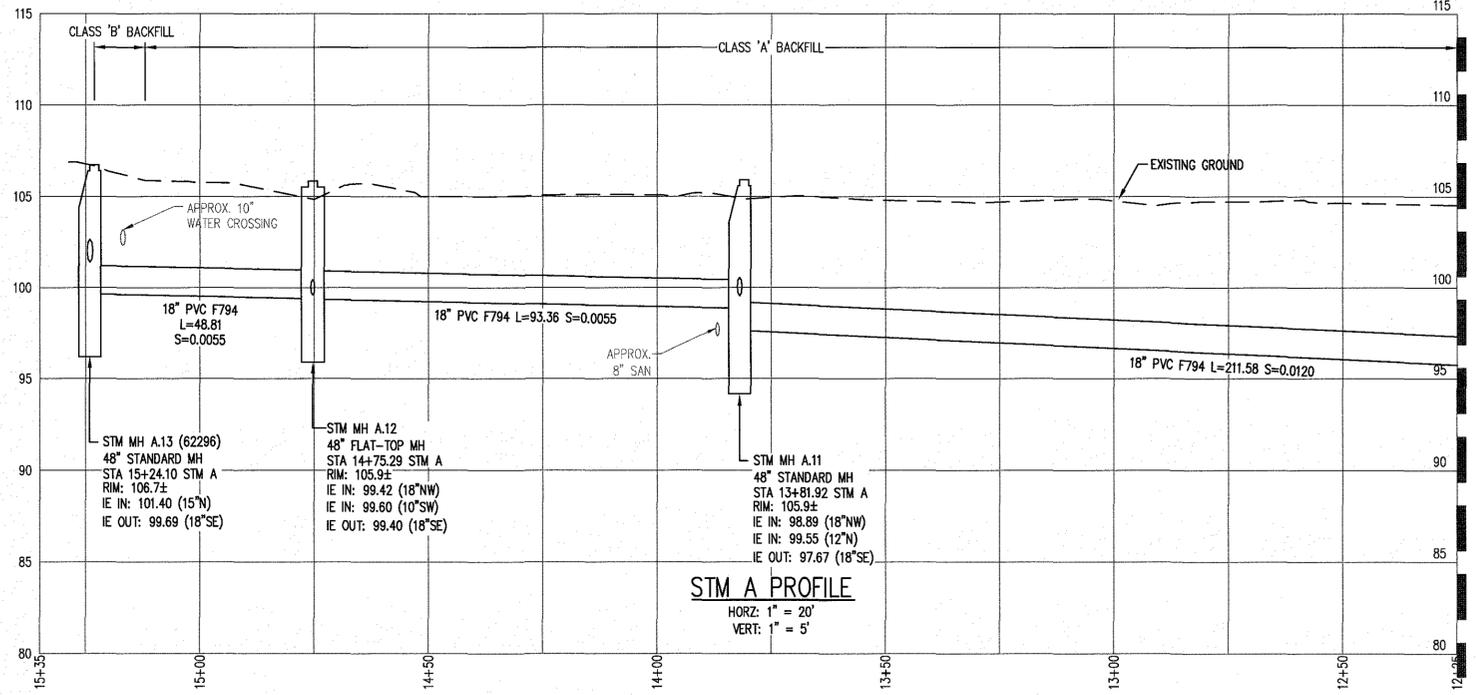


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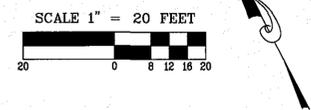
STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
AREA DRAIN A.12.1	REPLACE EX	103.7	99.67 (NE) OUT	2.00'	10" PVC F794	0.0075	9.4 LF	STM MH A.12	14+75.29 (9.36'L)	STM A
STM MH A.11.1	NEW	107.5	105.29 (N) IN 102.29 (S) OUT	0.00'	6" EX. CONC. 12" PVC F794	0.0356 0.1465	102.8 LF 18.7 LF	STM MH A.11	13+87.66 (17.77'R)	STM A

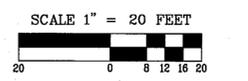
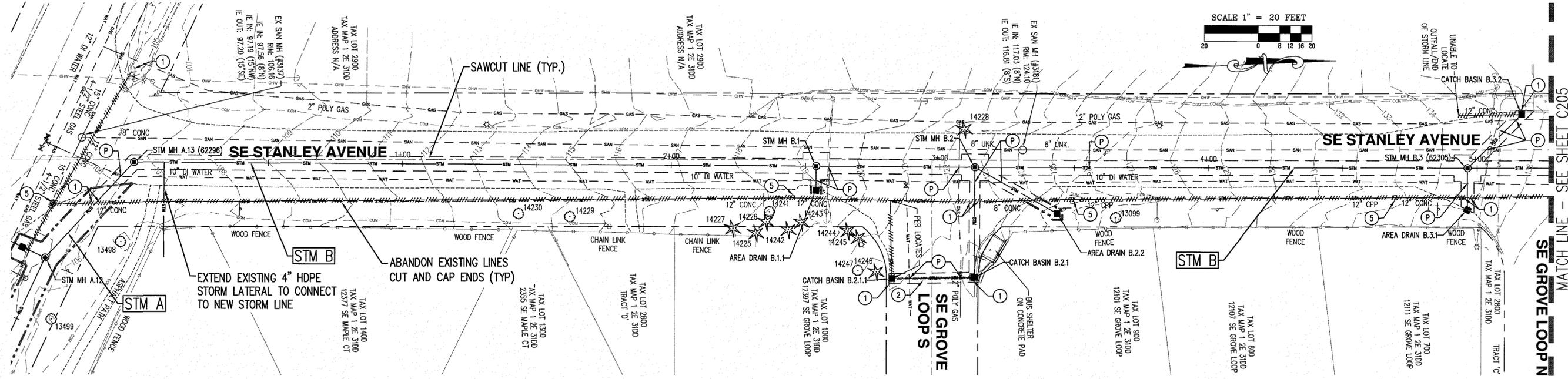
NOTES:  
CONTRACTOR TO COORDINATE WITH CITY REPRESENTATIVE TO BE PRESENT WHEN WORKING IN THE VICINITY OF TREE ROOT ZONES  
CONTRACTOR TO COORDINATE WITH CITY FOR PROTECTION OF EXISTING TREES



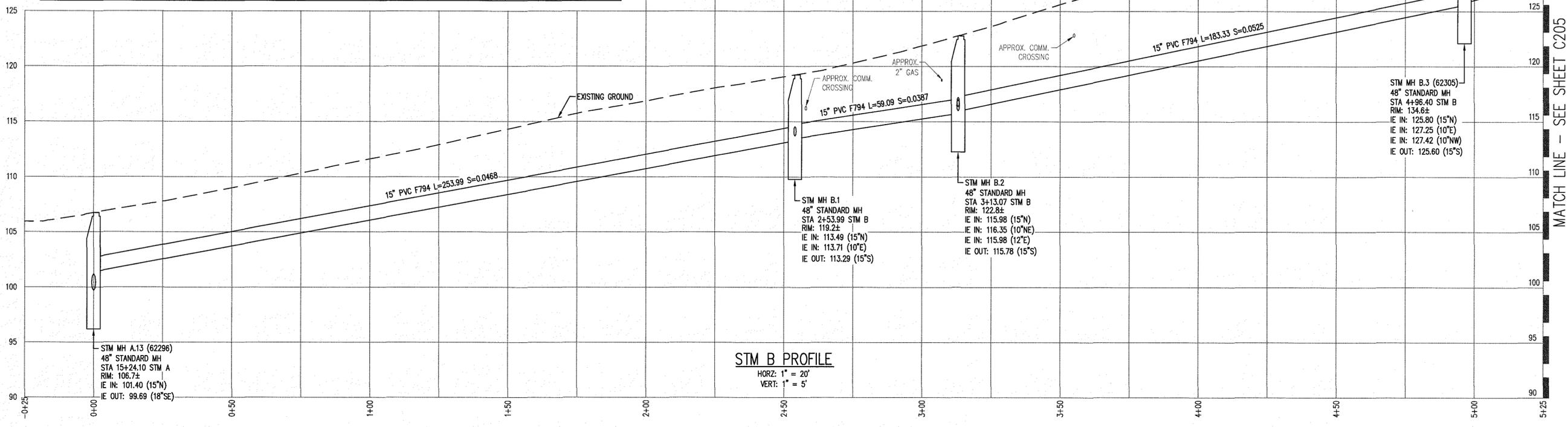
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STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
AREA DRAIN B.1.1	NEW	118.8	113.80 (W) OUT	2.00'	10" PVC F794	0.0100	9.1 LF	STM MH B.1	2+53.96 (9.07'R)	STM B
AREA DRAIN B.2.2	NEW	125.0	116.70 (SW) OUT	2.00'	10" PVC F794	0.0100	35.1 LF	STM MH B.2	3+43.62 (17.06'R)	STM B
AREA DRAIN B.3.1	NEW	128.9	127.41 (W) OUT	2.00'	10" PVC F794	0.0100	15.6 LF	STM MH B.3 (62305)	4+96.40 (15.62'R)	STM B
CATCH BASIN B.2.1 FLOW THROUGH	REPLACE EX	121.9	116.59 (S) IN 116.39 (W) OUT	2.00'	10" PVC F794 12" PVC F794	0.0100 0.0100	30.7 LF 41.2 LF	STM MH B.2	3+13.10 (41.19'R)	STM B
CATCH BASIN B.2.1.1	REPLACE EX	121.9	116.90 (N) OUT	2.00'	10" PVC F794	0.0100	30.7 LF	CATCH BASIN B.2.1	2+82.46 (41.90'R)	STM B
CATCH BASIN B.3.2	REPLACE EX	135.4	127.70 (SE) OUT	2.00'	10" PVC F794	0.0100	28.4 LF	STM MH B.3 (62305)	5+16.48 (20.16'L)	STM B



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**AKS**  
 AKS ENGINEERING AND FORESTRY, LLC  
 12865 SW HERMAN RD  
 SUITE 100  
 TUALATIN, OR 97062  
 PHONE: 503.563.6151  
 FAX: 503.563.6152  
 www.aks-eng.com

ENGINEERING · SURVEYING  
 FORESTRY · LANDSCAPE ARCHITECTURE

**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
 CLACKAMAS COUNTY TAX MAPS 1 ZE 3100, 1 ZE 310A, 1 ZE 310D

**STM B (STA 0+00 - 5+25) -**  
**PLAN AND PROFILE**

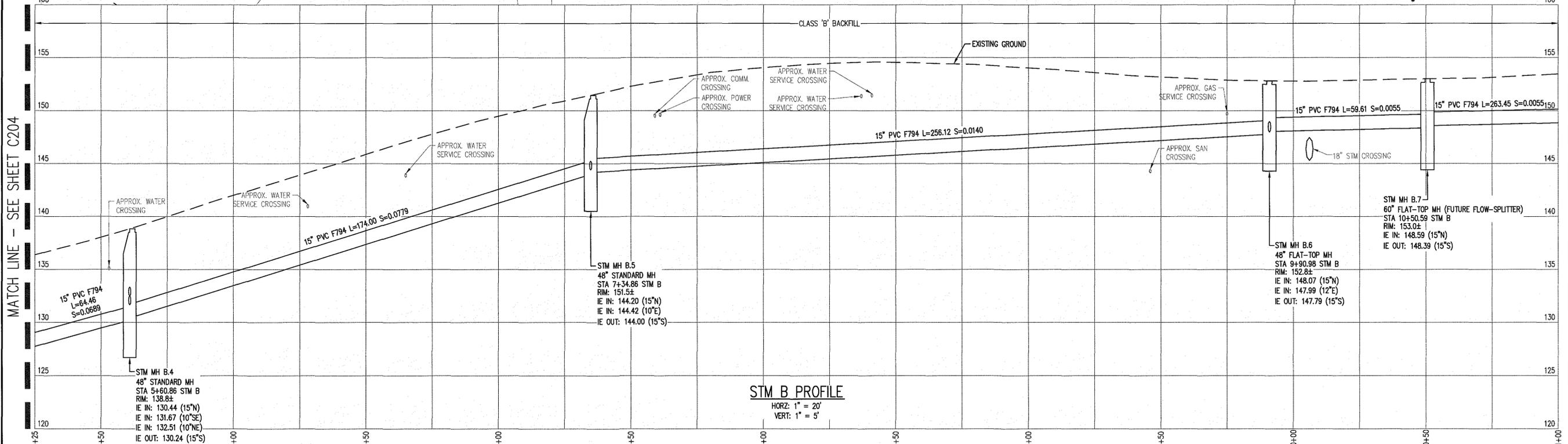
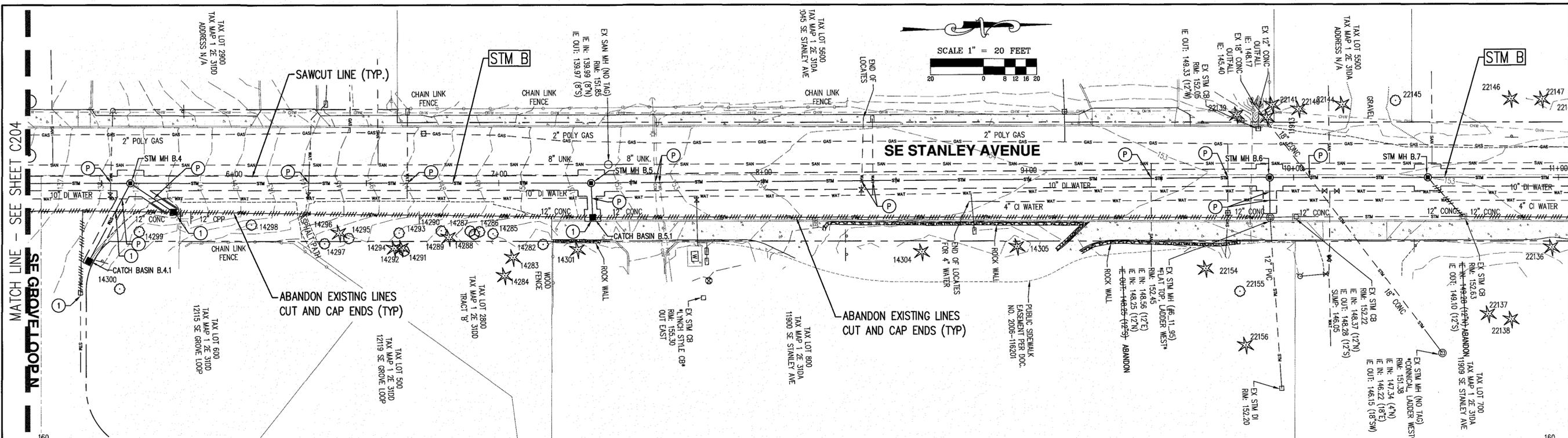
DESIGNED BY: BSK  
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REGISTERED PROFESSIONAL ENGINEER  
 ALEXANDER H. HURLEY  
 OREGON  
 JANUARY 15, 2003  
 RENEWAL DATE: 6/30/15

JOB NUMBER  
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SHEET  
**C204**





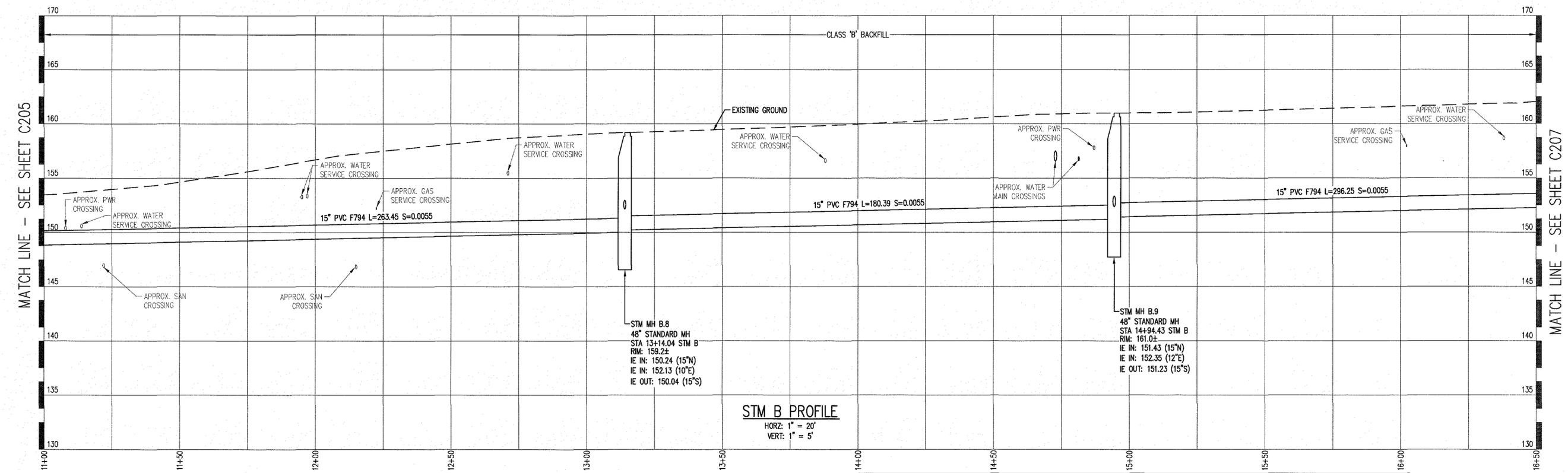
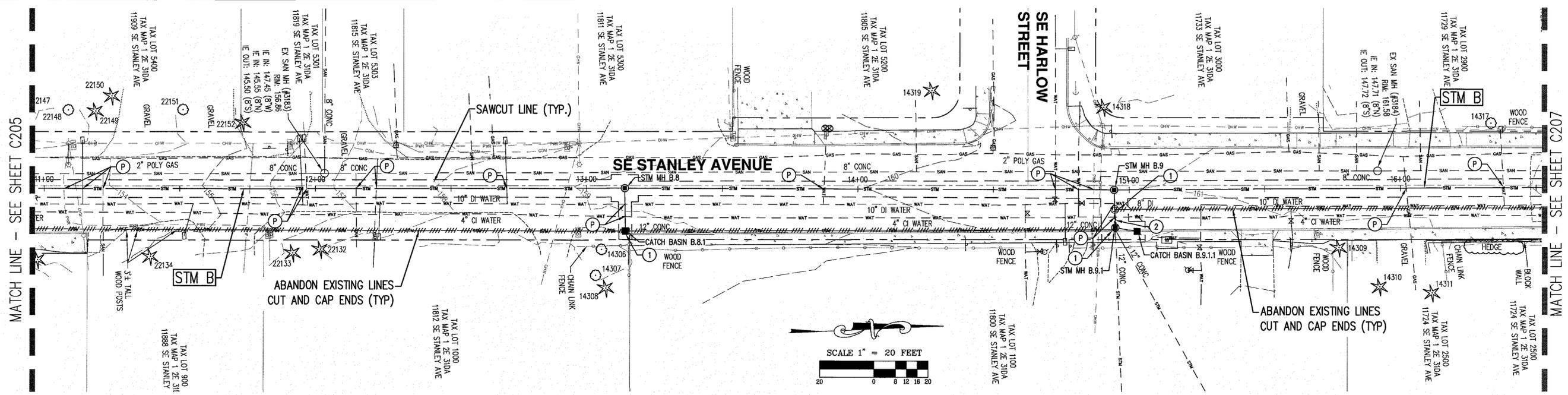
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**STORM STRUCTURE CONNECTION TABLE**

STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
CATCH BASIN B.4.1 FLOW THROUGH	REPLACE EX	137.5	135.99 (E) IN 132.00 (NW) OUT	2.00'	10" EX. STM 10" PVC F794	0.0061 0.0100	42.3 LF 33.4 LF	STM MH B.4	5+45.31 (29.55'R)	STM B
CATCH BASIN B.5.1	REPLACE EX	151.1	144.55 (W) OUT	2.00'	10" PVC F794	0.0100	13.0 LF	STM MH B.5	7+35.30 (12.96'R)	STM B
EX. STM MH B.6.1	EXISTING	152.4	148.56 (E) IN 148.25 (N) IN 148.07 (W) OUT	0.00'	12" EX. CONC. 12" EX. CONC. 12" DI CLASS 52	UNKNOWN 0.0030 0.0055	64.8 LF 9.8 LF 15.1 LF	STM MH B.6	9+91.16 (15.09'R)	STM B





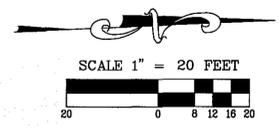
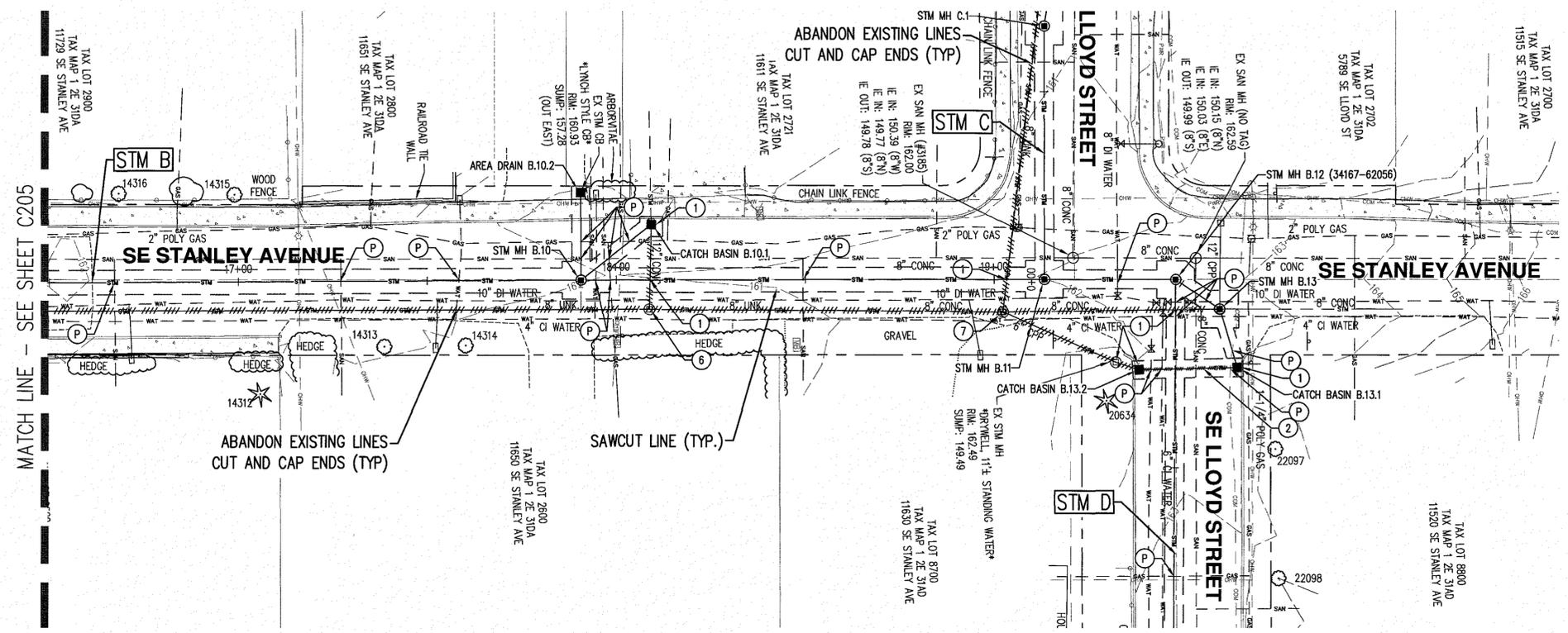
STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
CATCH BASIN B.8.1	REPLACE EX	158.6	152.29 (W) OUT	2.00'	10" PVC F794	0.0100	15.9 LF	STM MH B.8	13+14.34 (15.85'R)	STM B
CATCH BASIN B.9.1.1	NEW	160.9	154.16 (S) OUT	2.00'	10" PVC F794	0.0200	8.2 LF	STM MH B.9.1	15+02.88 (15.43'R)	STM B
STM MH B.9.1 ROTATE LID WEST FLAT TOP MH	REPLACE EX	160.4	154.00 (N) IN 153.74 (NE) IN 152.89 (E) IN 152.49 (W) OUT	3.00'	10" PVC F794 12" EX. CONC. 12" EX. CONC. 12" PVC F794	0.0200 0.0141 0.0061 0.0100	8.2 LF 147.4 LF 156.1 LF 13.9 LF	STM MH B.9	14+94.83 (13.91'R)	STM B

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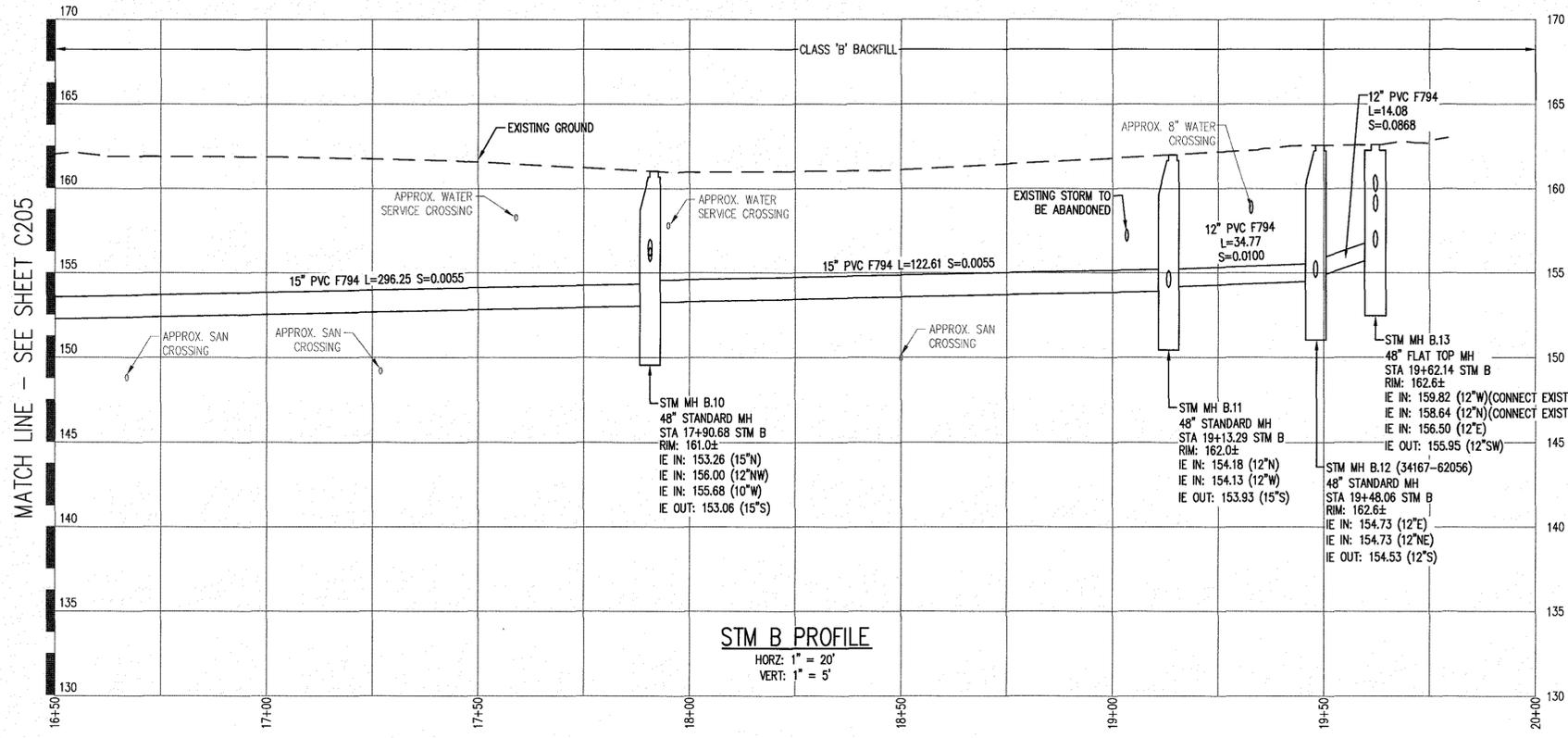
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  - ALL MANHOLES ARE TO BE SEDIMENTATION MANHOLES WITH 36" SUMPS UNLESS NOTED OTHERWISE
  - TRACER WIRE TO BE INSTALLED ON ALL NEW PIPE. CONTRACTOR TO SUBMIT MATERIALS AND INSTALLATION PROCEDURE FOR CITY OF MILWAUKIE APPROVAL.
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- KEYED NOTES:**
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  - CONNECT EX. STORM OUTFALL TO NEW MANHOLE PER PLAN ELEVATIONS. CONTRACTOR TO POTHOLE EXISTING STORM LINE AND CONTACT PROJECT ENGINEER WITH HORIZONTAL AND VERTICAL LOCATION PRIOR TO ORDERING MATERIALS
  - ABANDON EXISTING CATCH BASIN - FILL STRUCTURE WITH GROUT TO FINISHED GRADE
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**STM B PROFILE**  
 HORIZ: 1" = 20'  
 VERT: 1" = 5'

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**STORM STRUCTURE CONNECTION TABLE**

STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
AREA DRAIN B.10.2	REPLACE EX	160.9	156.50 (E) OUT	2.00'	10" PVC F794	0.0351	23.4 LF	STM MH B.10	17+90.73 (23.35'L)	STM B
CATCH BASIN B.10.1 FLOW THROUGH	REPLACE EX	160.4	158.26 (W) IN	2.00'	12" EX STM	0.0079	30.2 LF	STM MH B.10	18+09.21 (14.68'L)	STM B
			156.24 (SE) OUT				23.7 LF			
CATCH BASIN B.13.1	REPLACE EX	162.4	156.86 (S) IN	2.00'	10" PVC F794	0.0100	26.0 LF	STM MH B.13	0+23.32 (16.44'L)	STM D
			156.66 (W) OUT				16.2 LF			
CATCH BASIN B.13.2	REPLACE EX	162.0	157.12 (N) OUT	2.00'	10" PVC F794	0.0100	26.0 LF	CATCH BASIN B.13.1	0+24.02 (9.59'R)	STM D



**AKS**  
 ENGINEERING AND FORESTRY, LLC  
 12366 SW HERMAN RD  
 SUITE 100  
 TUALATIN, OR 97062  
 PHONE: 503.563.6151  
 FAX: 503.563.6152  
 WWW.AKS-ENG.COM

ENGINEERING · SURVEYING  
 FORESTRY · LANDSCAPE ARCHITECTURE

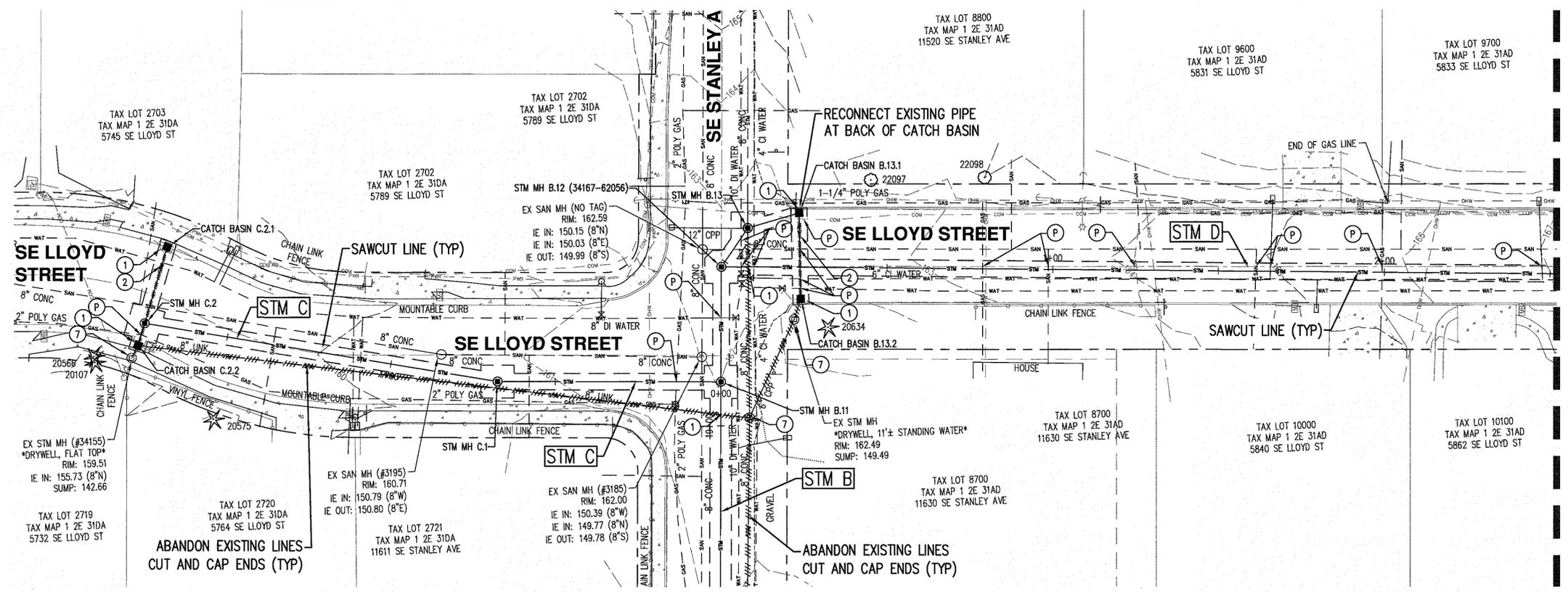
**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
 CLATSOP COUNTY TAX MAPS: 1 ZE 310A, 1 ZE 310D, 1 ZE 310E

**STM B (STA 16+50 - 20+00)**  
**- PLAN AND PROFILE**

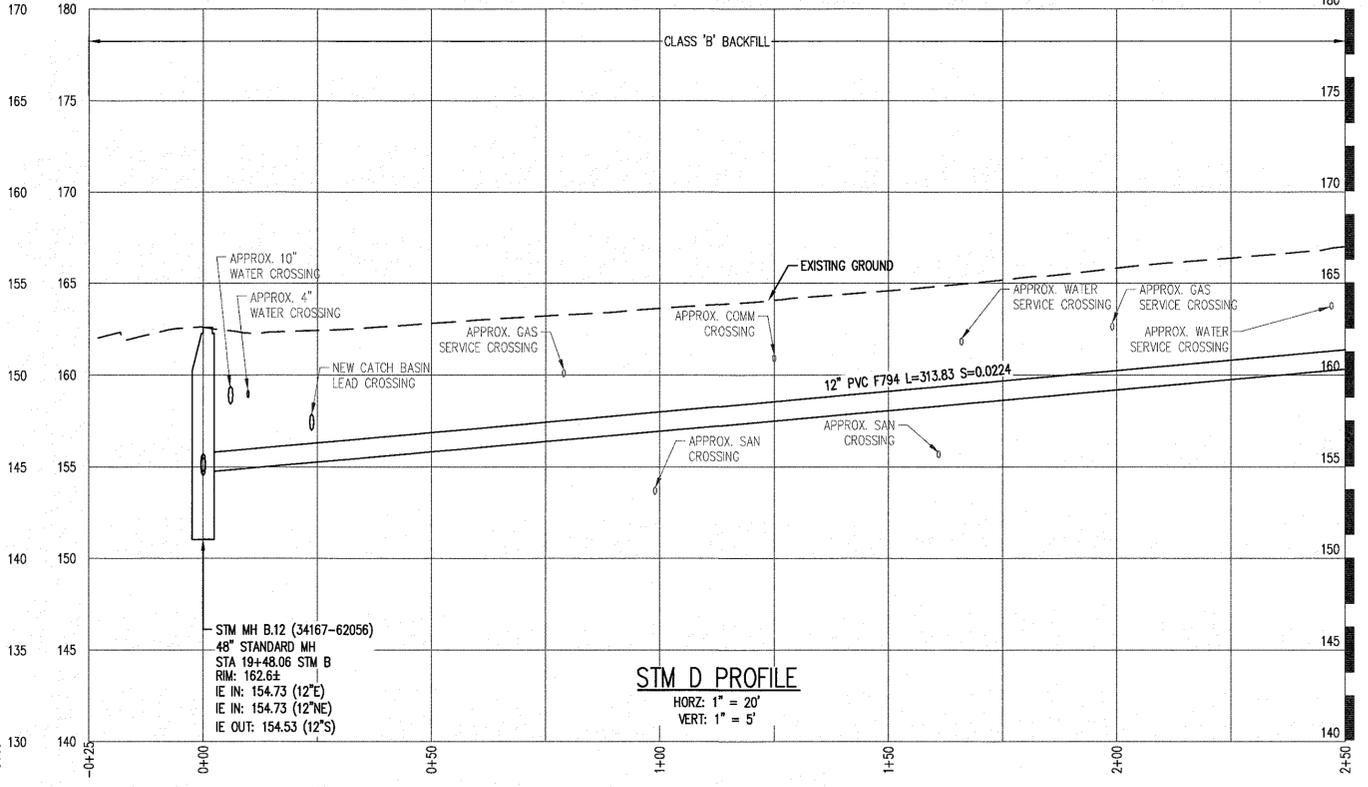
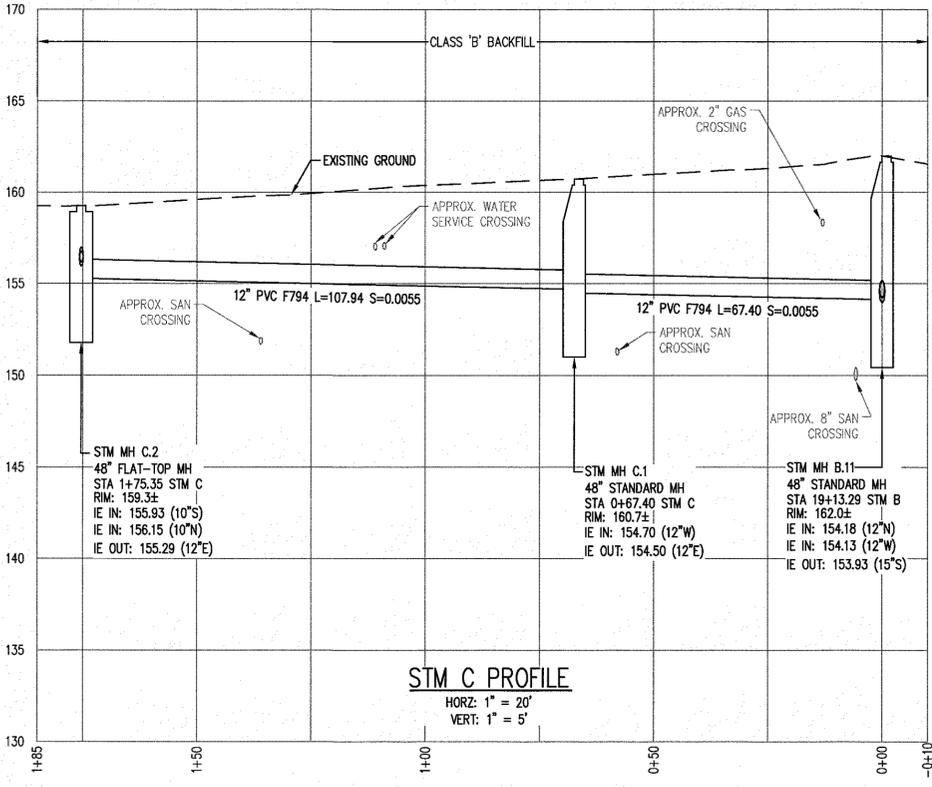
DESIGNED BY: BSK  
 DRAWN BY: BSK  
 CHECKED BY: AHH  
 SCALE: AS NOTED  
 DATE: 07/18/2014

REGISTERED PROFESSIONAL  
 ENGINEER  
 56588PE  
 ALEXANDER H. HURLEY  
 ORB008  
 JANUARY 15, 2009  
 RENEWAL DATE: 6/30/15

JOB NUMBER  
**3875**  
 SHEET  
**C207**



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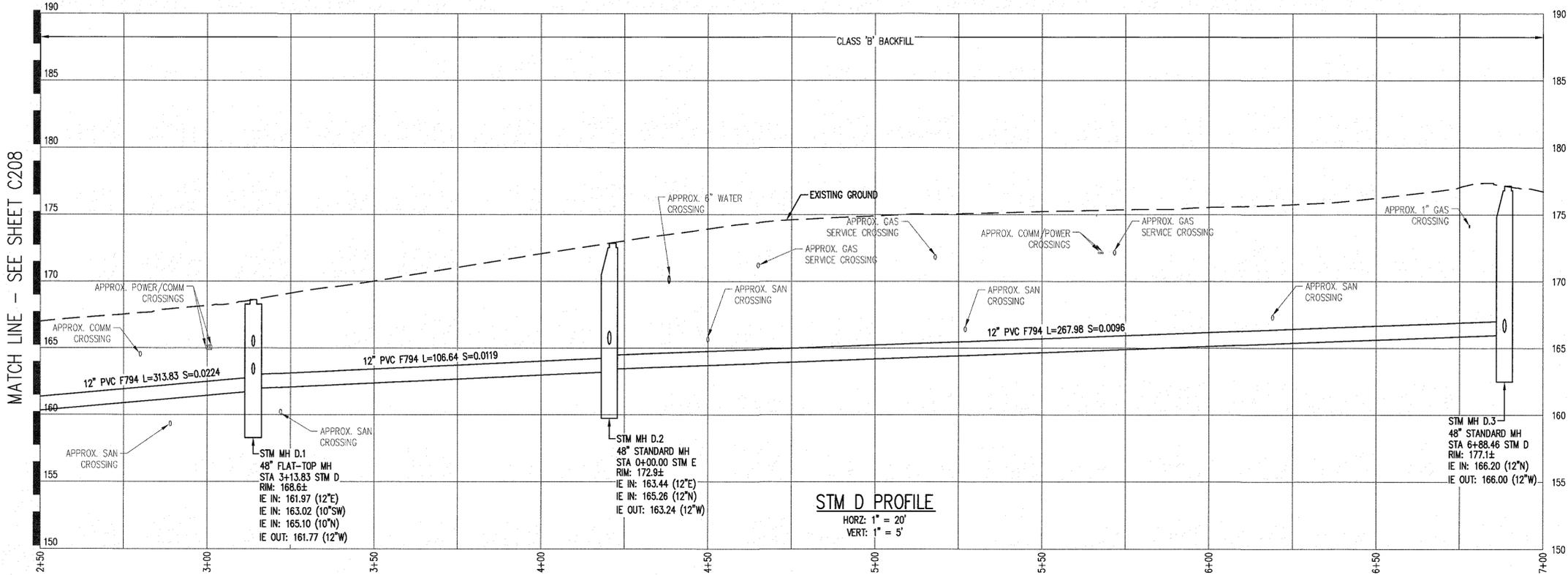
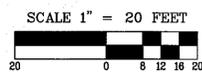
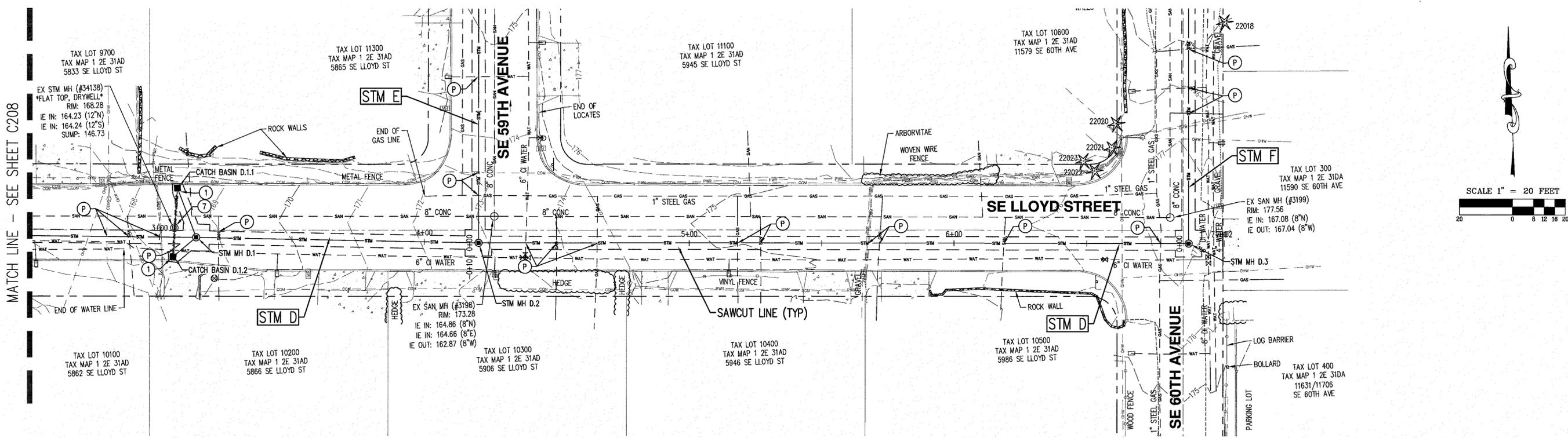


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STORM STRUCTURE CONNECTION TABLE										
STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
CATCH BASIN C.2.1	REPLACE EX	159.0	156.57 (S) OUT	2.00'	10" DI CLASS 52	0.0175	24.0 LF	STM MH C.2	1+72.38 (23.83'R)	STM C
CATCH BASIN C.2.2	REPLACE EX	159.0	156.00 (N) OUT	2.00'	10" PVC F794	0.0100	7.0 LF	STM MH C.2	1+76.21 (6.95'L)	STM C





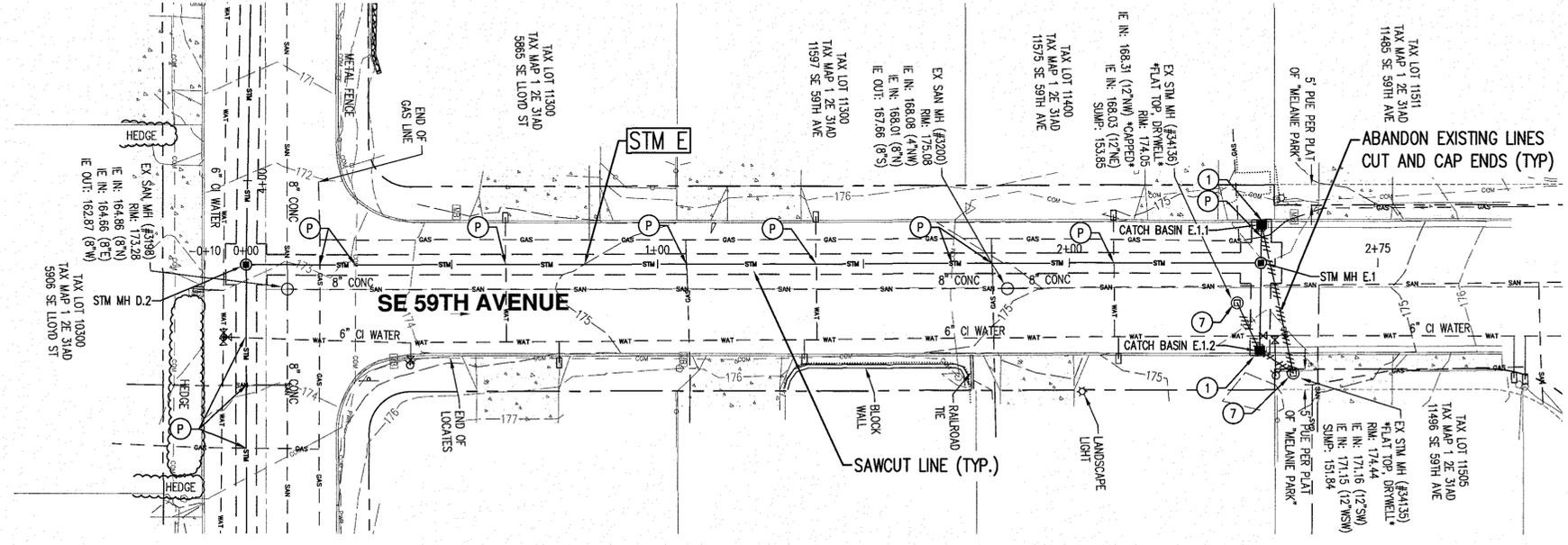
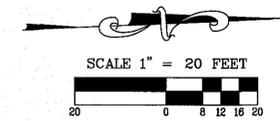
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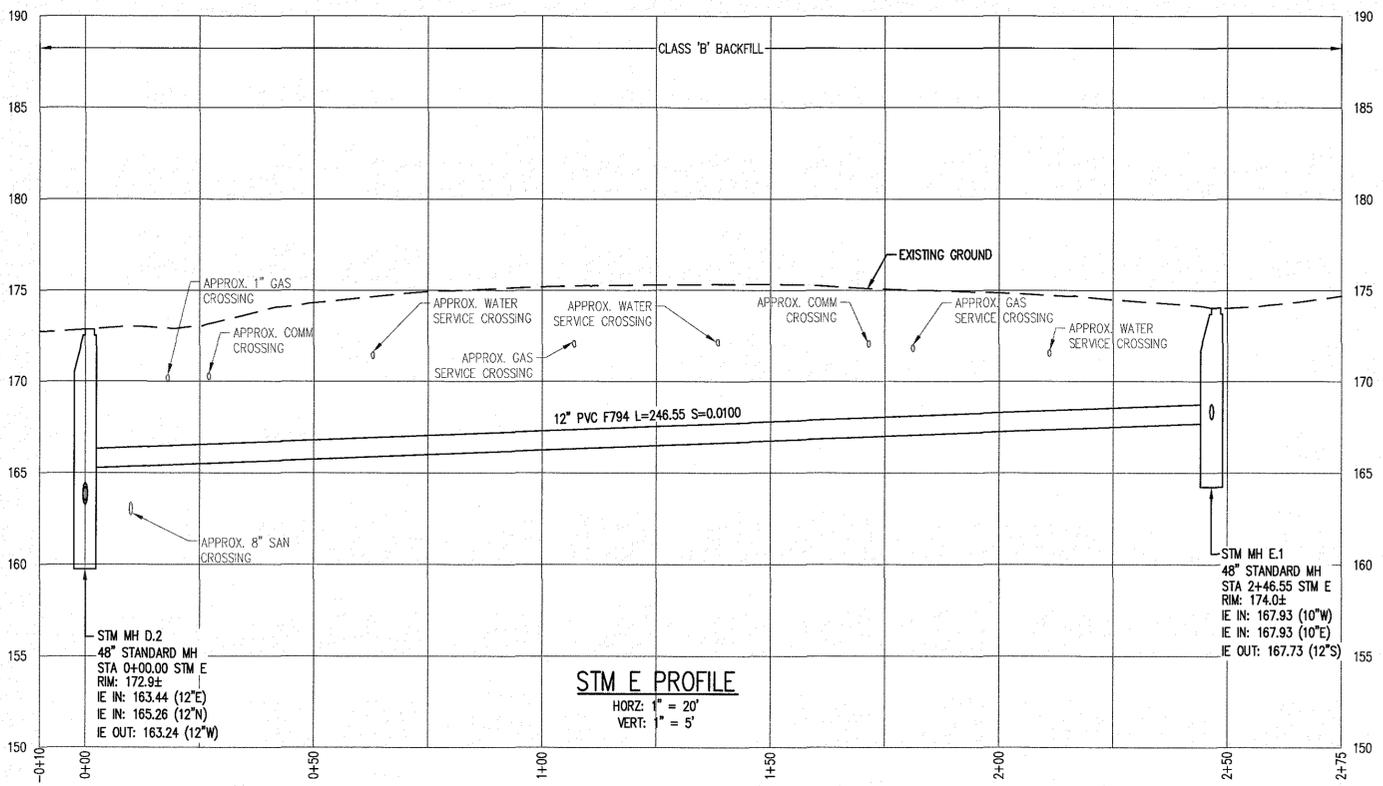
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CATCH BASIN D.1.2	REPLACE EX	168.1	163.25 (NE) OUT	2.00'	10" PVC F794	0.0200	11.4 LF	STM MH D.1	3+05.18 (7.38'R)	STM D





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CATCH BASIN E.1.2	REPLACE EX	173.7	168.14 (W) OUT	2.00'	10" PVC F794	0.0100	21.5 LF	STM MH E.1	2+46.19 (21.48'R)	STM E

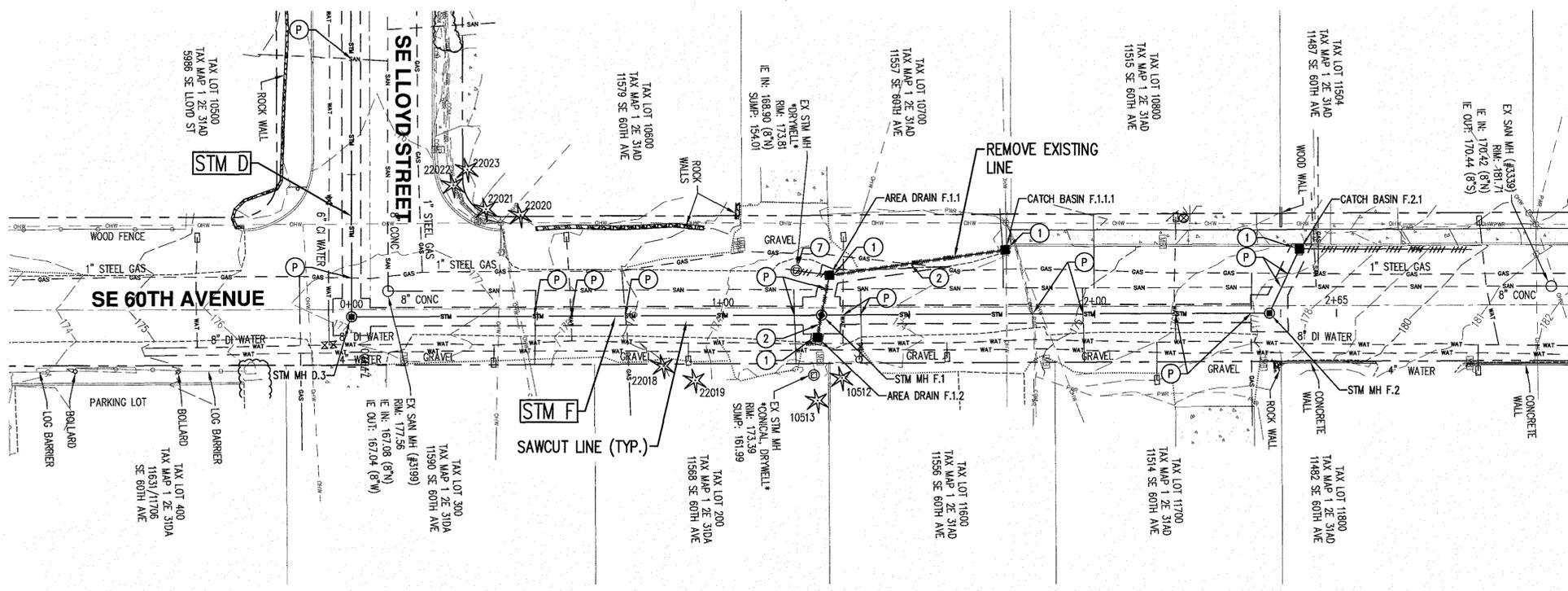
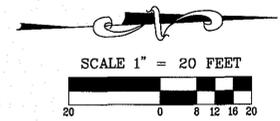
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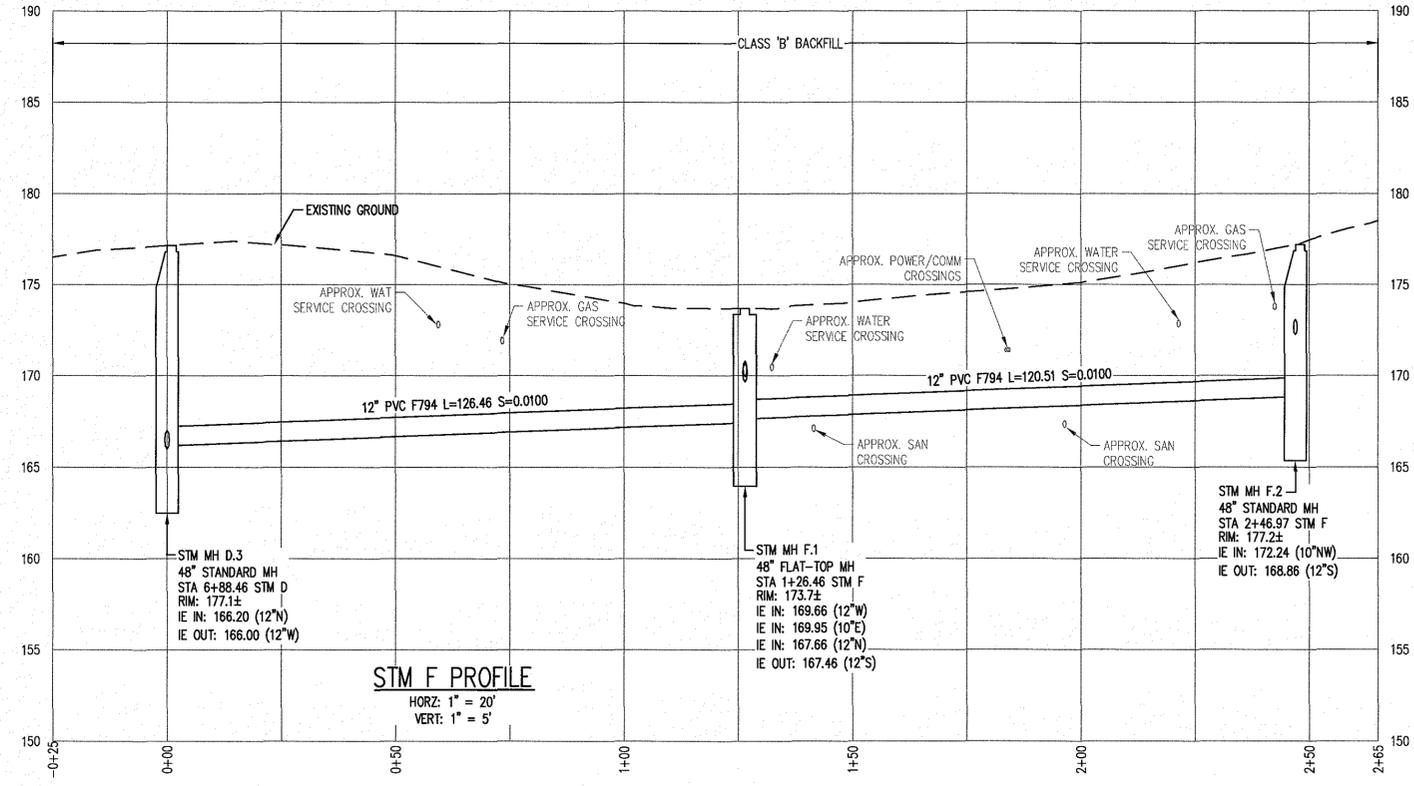
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4. ALL MANHOLES ARE TO BE SEDIMENTATION MANHOLES WITH 36" SUMPS UNLESS NOTED OTHERWISE
5. TRACER WIRE TO BE INSTALLED ON ALL NEW PIPE. CONTRACTOR TO SUBMIT MATERIALS AND INSTALLATION PROCEDURE FOR CITY OF MILWAUKIE APPROVAL.
6. BOLTDOWN MANHOLE LIDS SHALL BE USED OUTSIDE OF VEHICLE/PEDESTRIAN TRAVEL WAYS
7. INSTALL CATCH BASINS, AREA DRAINS, AND MANHOLES PER DETAIL
8. CUT AND CAP/GROUT FILL ENDS OF EXISTING STORM LINES WHERE ABANDONED





**KEYED NOTES:**

- CONTRACTOR TO POTHOLE LOCATION TO IDENTIFY POTENTIAL CONFLICTS WITH EXISTING UTILITIES. PROVIDE ENGINEER WITH HORIZONTAL AND VERTICAL LOCATIONS PRIOR TO PROCEEDING WITH CONSTRUCTION
- REMOVE EXISTING STRUCTURE AS REQUIRED FOR NEW STRUCTURE. CUT AND CAP ALL EXISTING STORM LINES IDENTIFIED TO BE ABANDONED AT EACH NEW STRUCTURE, ABANDONED STRUCTURE, OR NEW STORM CROSSING (TYPICAL). REPAIR EXISTING CURB/SIDEWALK AS NECESSARY
- REMOVE EXISTING ABANDONED STORM PIPES IN LINE WITH NEW STORM
- PERFORM AC REPAIRS AT 4" DEPTH (TYPICAL - SE RAILROAD AVE ONLY)
- CONNECT EX. STORM OUTFALL TO NEW MANHOLE PER PLAN ELEVATIONS. CONTRACTOR TO POTHOLE EXISTING STORM LINE AND CONTACT PROJECT ENGINEER WITH HORIZONTAL AND VERTICAL LOCATION PRIOR TO ORDERING MATERIALS
- ABANDON EXISTING CATCH BASIN - FILL STRUCTURE WITH GROUT TO FINISHED GRADE
- ABANDON EXISTING MANHOLE - REMOVE TOP RING/CONE, FILL WITH 3/4" GRANULAR FILL, COMPACT, PERFORM AC PATCH
- EXISTING DRYWELL FOR FUTURE ABANDONMENT - DISCONNECT, AND GROUT/PLUG ALL INLETS



STRUCTURE	REPLACE EX/NEW	RIM	CONNECTED PIPES	SUMP	PIPE DIA./TYPE	SLOPE	LENGTH	DS MH	STATION & OFFSET	ALIGNMENT
AREA DRAIN F.1.1 FLOW THROUGH	REPLACE EX	173.6	171.08 (N) IN 169.77 (E) OUT	2.00'	10" DI CLASS 52 12" PVC F794	0.0100	47.7 LF 11.0 LF	STM MH F.1	1+28.58 (10.76'L)	STM F
AREA DRAIN F.1.2	REPLACE EX	173.4	170.01 (W) OUT	2.00'	10" PVC F794	0.0100	6.2 LF	STM MH F.1	1+25.25 (6.07'R)	STM F
CATCH BASIN F.1.1.1	REPLACE EX	174.2	171.56 (S) OUT	2.00'	10" DI CLASS 52	0.0100	47.7 LF	AREA DRAIN F.1.1	1+75.85 (17.35'L)	STM F
CATCH BASIN F.2.1	REPLACE EX	176.4	173.50 (SE) OUT	2.00'	10" PVC F794	0.0661	19.1 LF	STM MH F.2	2+55.06 (17.25'L)	STM F

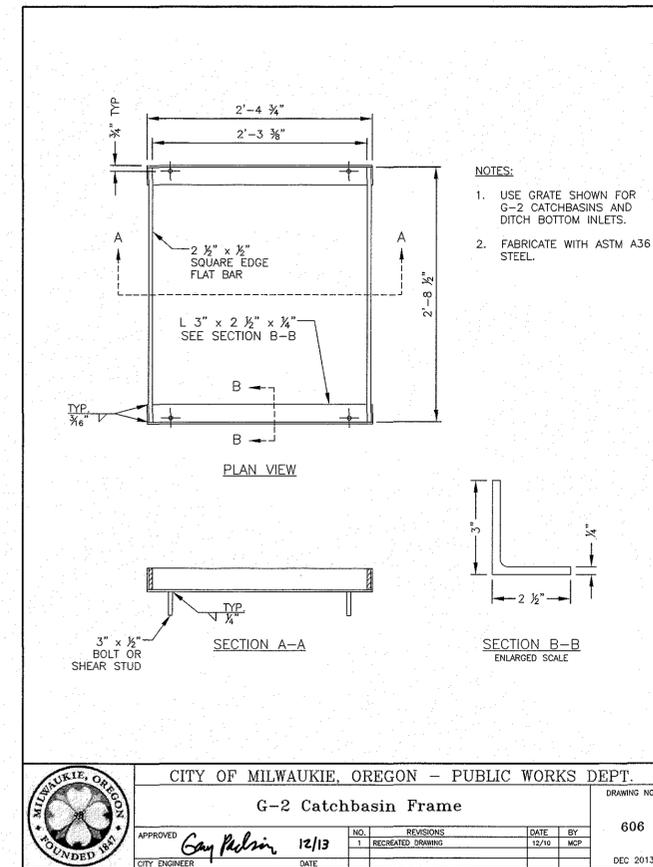
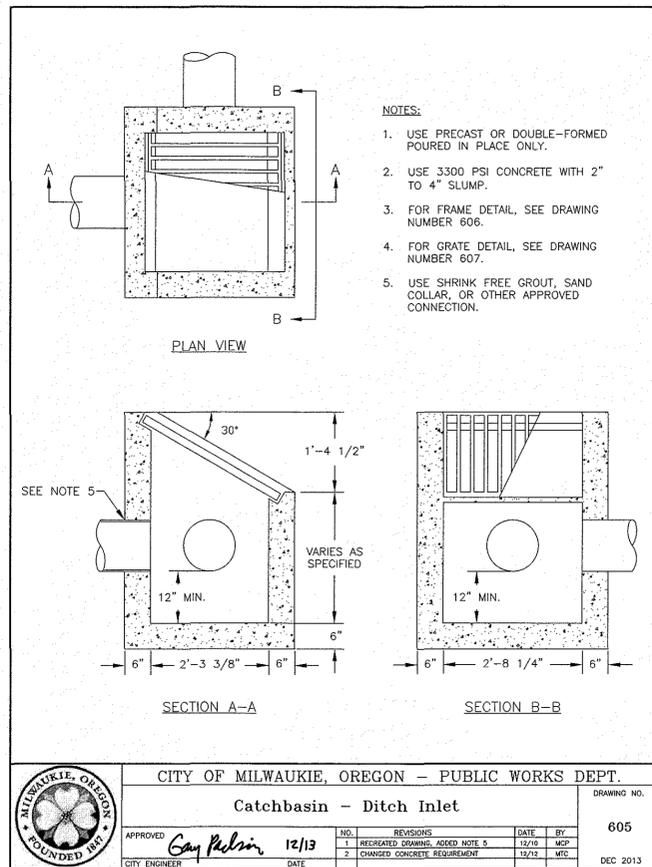
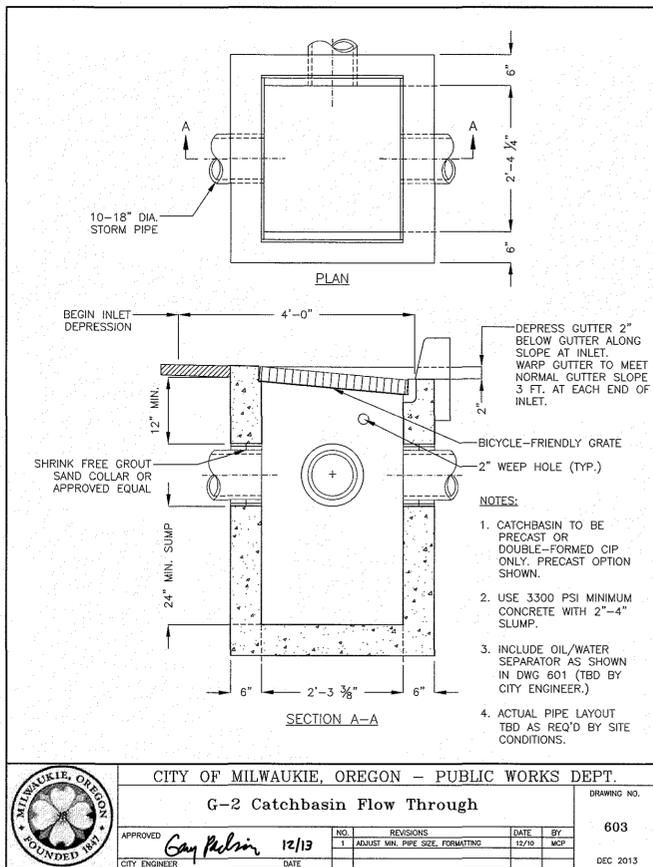
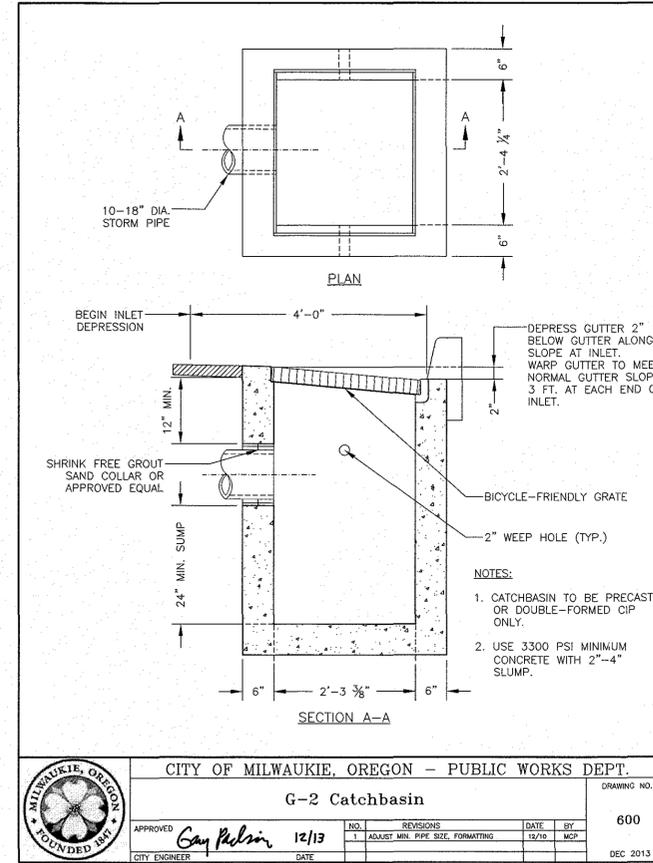
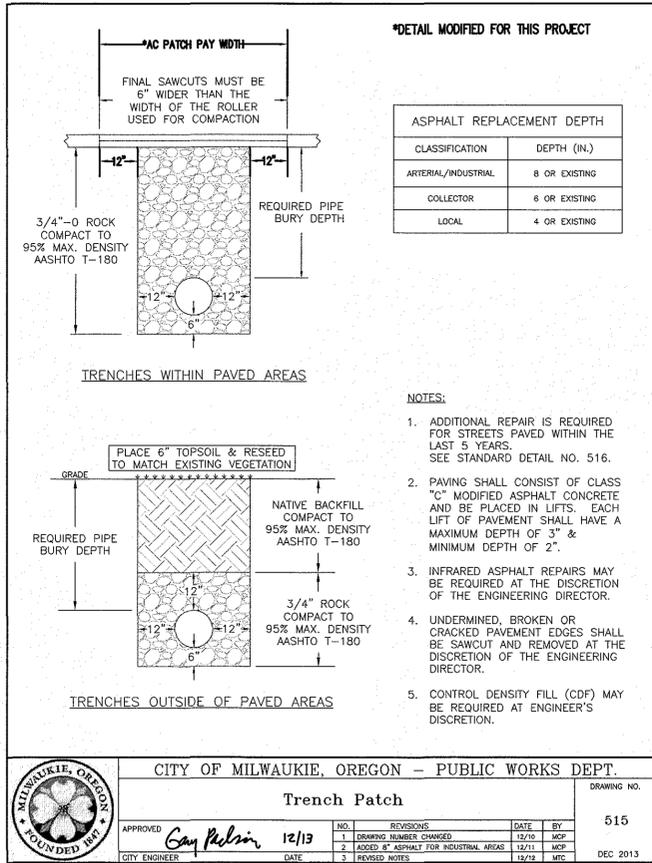
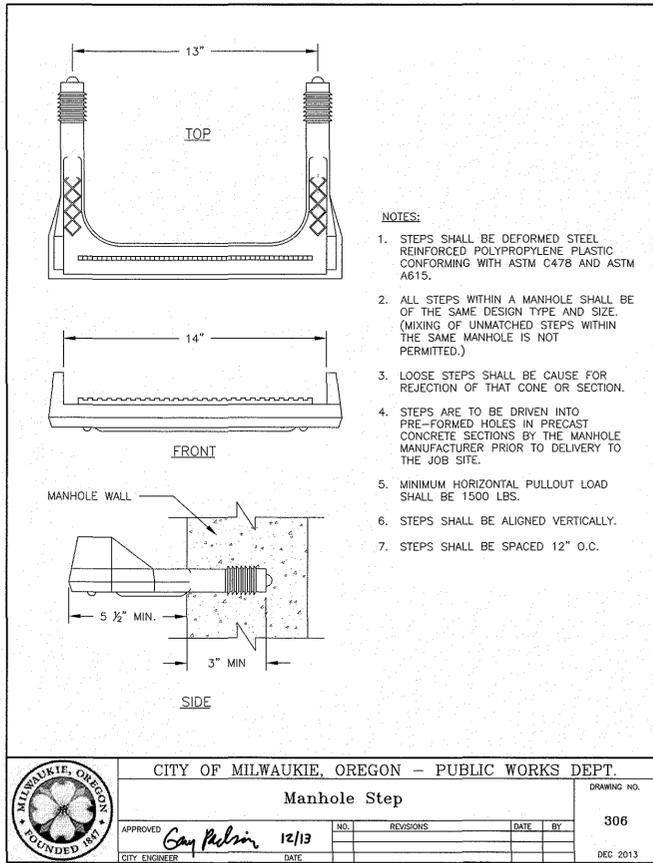
**GENERAL NOTES:**

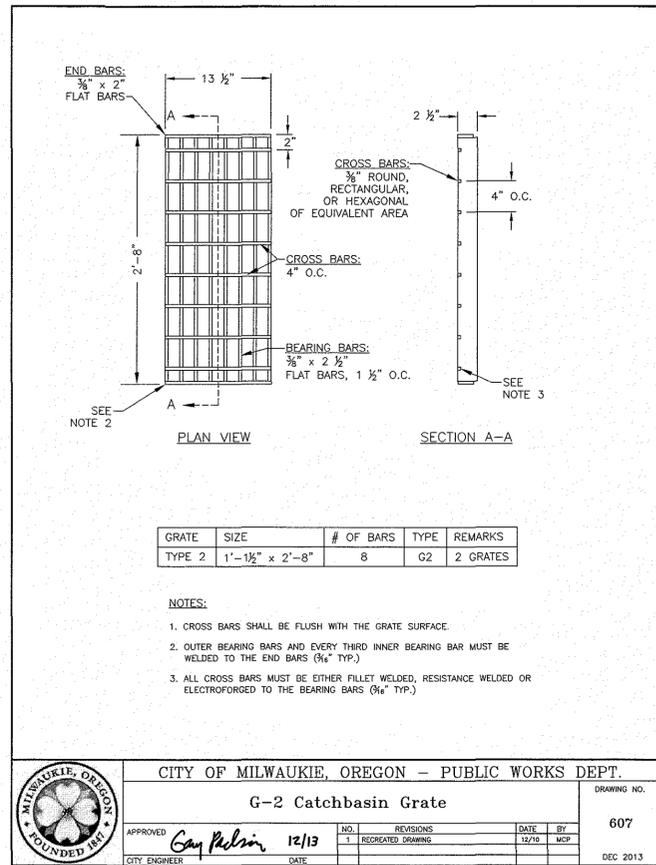
- CONTRACTOR TO COORDINATE THE RELOCATION OF PRIVATE UTILITIES IF NECESSARY. CONTRACTOR TO REPLACE WATER, GAS, COMMUNICATION, OR OTHER SERVICES IF DAMAGED OR CONFLICT EXISTS.
- CONTRACTOR TO POTHOLE EXISTING UTILITY LOCATIONS PRIOR TO CONSTRUCTION. CONTACT ENGINEER IF CONFLICT EXISTS. UTILITY LOCATIONS SHOWN ARE APPROXIMATE. LOCATIONS OF UTILITIES SHOWN IN PROFILE ARE FOR REFERENCE ONLY AND HAVE ASSUMED ELEVATIONS (NOT BASED ON SURVEY INFORMATION). ADDITIONAL UTILITIES MAY EXIST.
- CONTRACTOR TO REPAIR EXISTING IMPROVEMENTS/STRIPPING PER CONTRACT DOCUMENTS.
- CONTRACTOR RESPONSIBLE FOR WORKING SAFELY AROUND EXISTING OVERHEAD WIRES.
- ALL GAS LINE CROSSINGS SHALL BE BACKFILLED WITH SAND FOR 1 FT AROUND GAS LINE IN ACCORDANCE WITH NW NATURAL REQUIREMENTS.
- A MONITOR IS REQUIRED WHEN WORKING WITHIN 10' OF GAS LINE CROSSINGS RATED 'CLASS B' OR GREATER. CONTRACTOR TO COORDINATE MONITORING WITH NW NATURAL. CONTACT 503.220.2415
- CONTRACTOR TO COORDINATE WITH CITY REPRESENTATIVE TO BE PRESENT WHEN WORKING IN THE WIGNITY OF TREE ROOT ZONES
- CONTRACTOR TO PERFORM AC TRENCH PATCHING AT DEPTH PER STANDARD CITY DETAIL UNLESS SPECIFIED OTHERWISE
- CONTRACTOR TO COORDINATE WITH CITY FOR PROTECTION OF EXISTING TREES

**STORM NOTES:**

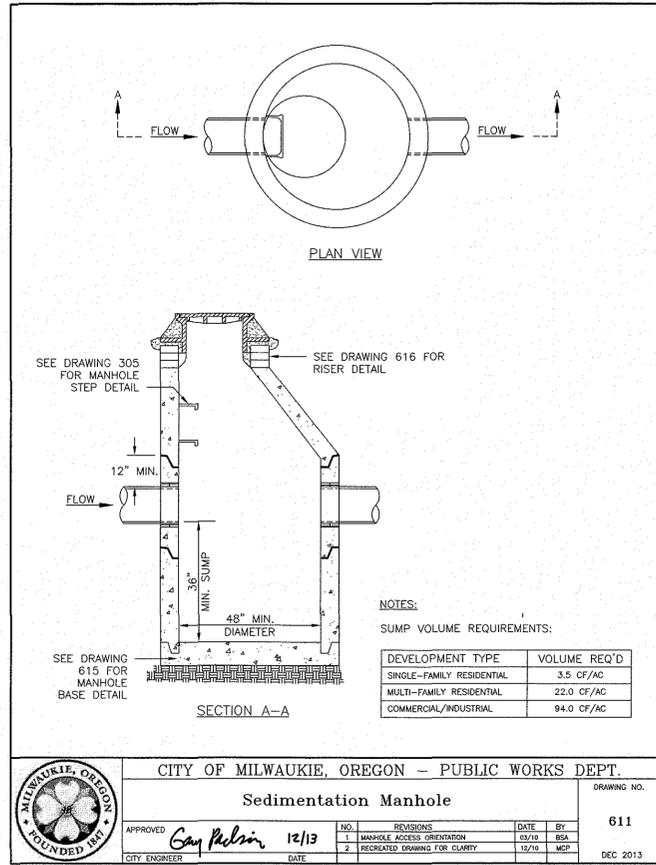
- ALL CONSTRUCTION SHALL CONFORM WITH CITY OF MILWAUKIE CONSTRUCTION STANDARDS.
- MANHOLE RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR SHALL ADJUST RIM ELEVATIONS TO MATCH EXISTING PAVEMENT SURFACES AND SLOPE. RIMS ON MANHOLES IN LANDSCAPED AREAS SHALL BE SET 1' ABOVE GRADE
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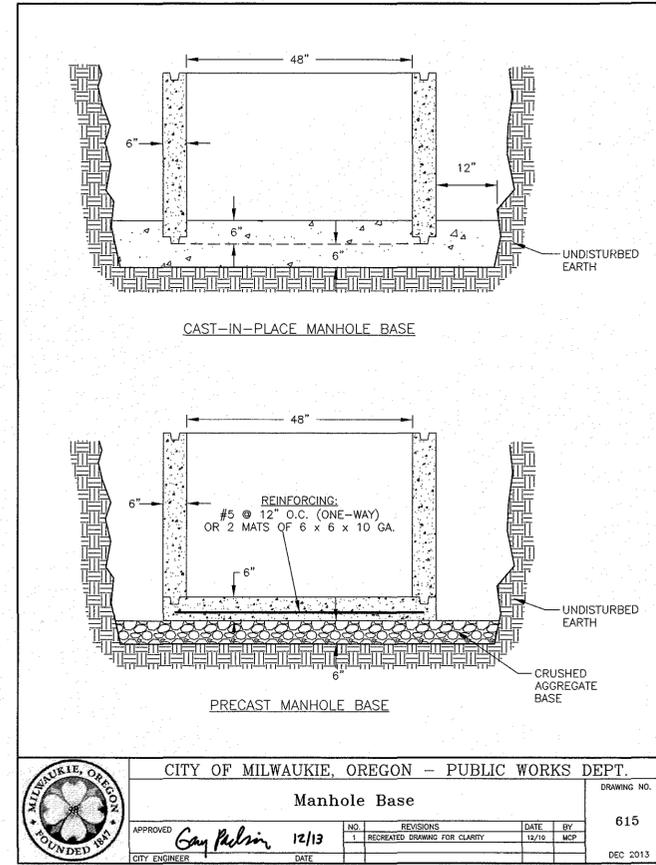




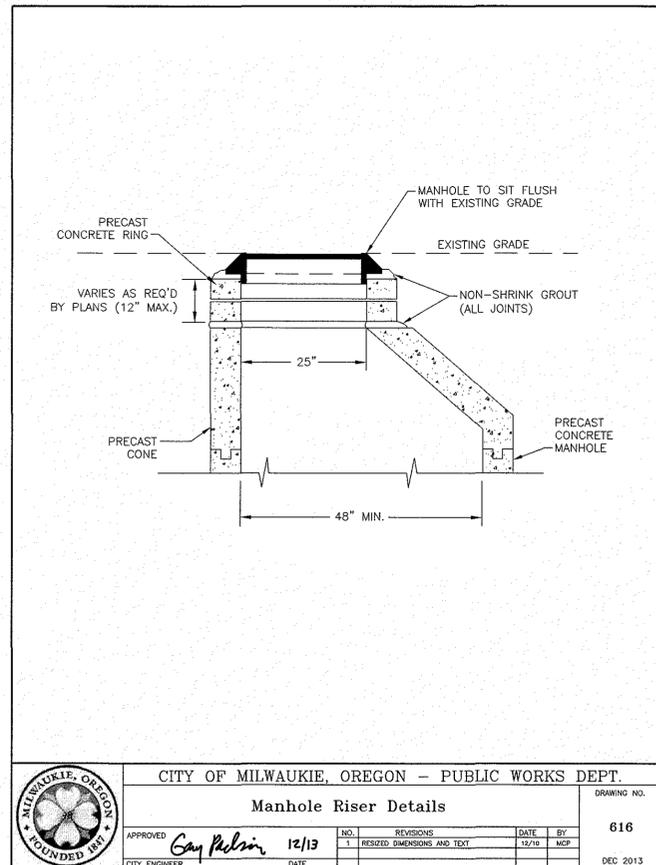
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G-2 Catchbasin Grate		607	
APPROVED <i>Gay Nelson</i> 12/13	NO. 1	REVISIONS RECREATED DRAWING	DATE 12/10
CITY ENGINEER	DATE	BY MCP	DEC 2013



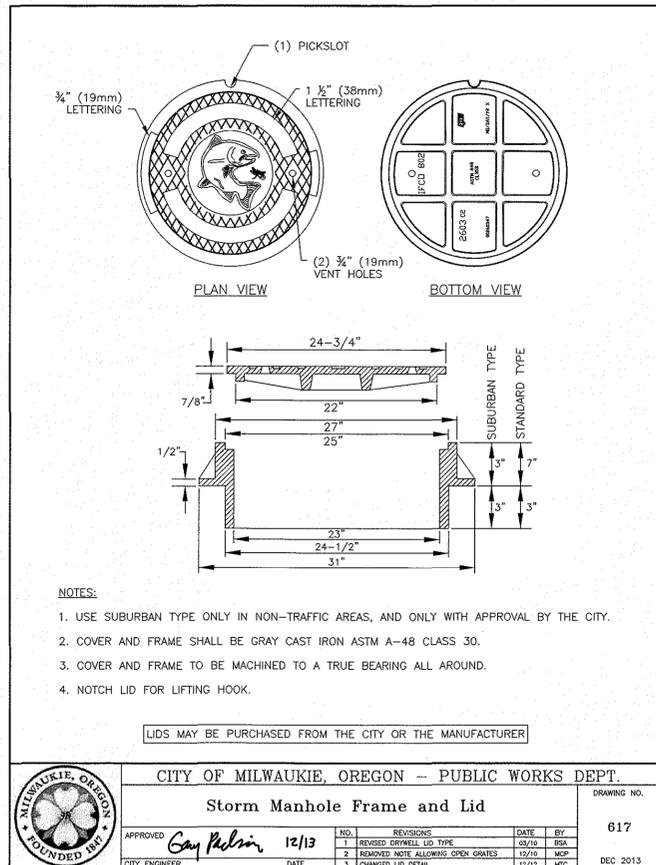
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Sedimentation Manhole		611	
APPROVED <i>Gay Nelson</i> 12/13	NO. 1	REVISIONS MANHOLE ACCESS ORIENTATION	DATE 12/10
CITY ENGINEER	DATE	BY BSA	DEC 2013
		2 RECREATED DRAWING FOR CLARITY	12/10 MCP



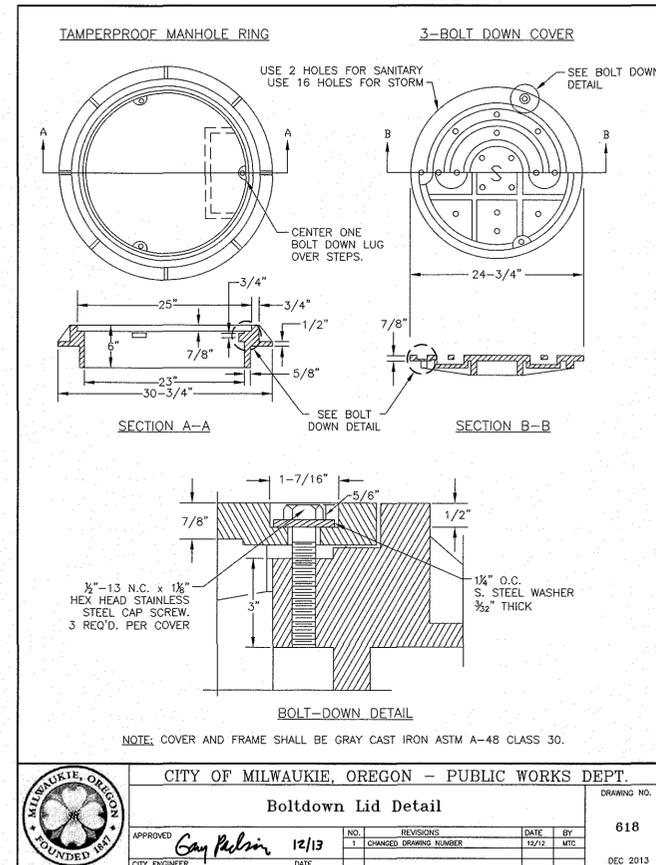
CITY OF MILWAUKIE, OREGON - PUBLIC WORKS DEPT.		DRAWING NO.	
Manhole Base		615	
APPROVED <i>Gay Nelson</i> 12/13	NO. 1	REVISIONS RECREATED DRAWING FOR CLARITY	DATE 12/10
CITY ENGINEER	DATE	BY MCP	DEC 2013



CITY OF MILWAUKIE, OREGON - PUBLIC WORKS DEPT.		DRAWING NO.	
Manhole Riser Details		616	
APPROVED <i>Gay Nelson</i> 12/13	NO. 1	REVISIONS RESIZED DIMENSIONS AND TEXT	DATE 12/10
CITY ENGINEER	DATE	BY MCP	DEC 2013



CITY OF MILWAUKIE, OREGON - PUBLIC WORKS DEPT.		DRAWING NO.	
Storm Manhole Frame and Lid		617	
APPROVED <i>Gay Nelson</i> 12/13	NO. 1	REVISIONS REVISED OPENWELL LID TYPE	DATE 12/10
CITY ENGINEER	DATE	BY BSA	DEC 2013
		2 REMOVED NOTE ALLOWING OPEN GRATES	12/10 MCP
		3 CHANGED LID DETAIL	12/12 MTC



CITY OF MILWAUKIE, OREGON - PUBLIC WORKS DEPT.		DRAWING NO.	
Boltdown Lid Detail		618	
APPROVED <i>Gay Nelson</i> 12/13	NO. 1	REVISIONS CHANGED DRAWING NUMBER	DATE 12/12
CITY ENGINEER	DATE	BY MTC	DEC 2013

AKS DRAWING FILE: 35/75DETAILS.DWG | LAYOUT: C213



**AKS**  
 ENGINEERING AND FORESTRY, LLC  
 12965 SW HERMAN RD  
 SUITE 100  
 TUALATIN, OR 97062  
 PHONE: 503.563.6151  
 FAX: 503.563.6152  
 www.aks-eng.com

PLANNING · SURVEYING  
 ENGINEERING · LANDSCAPE ARCHITECTURE  
 FORESTRY

**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**  
 CLATSOP COUNTY TAX MAPS 1 2E 31DD, 1 2E 31DA, 1 2E 31AD

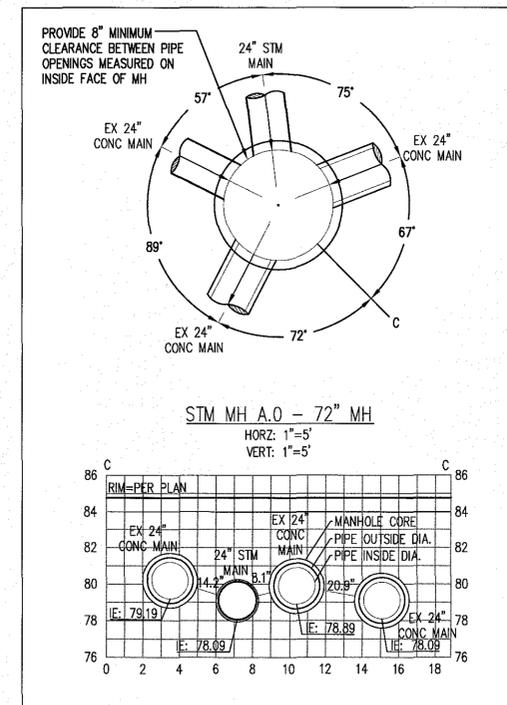
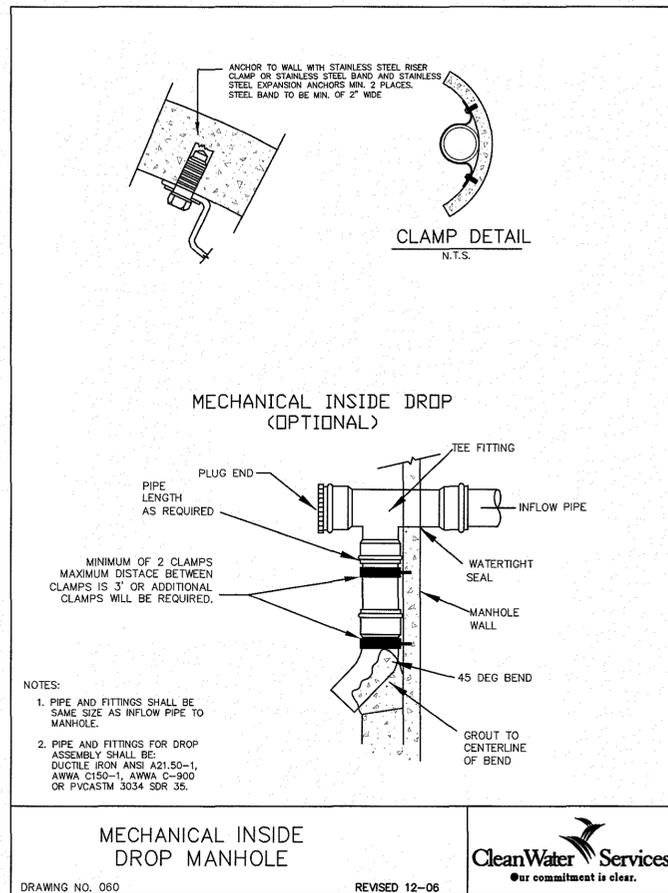
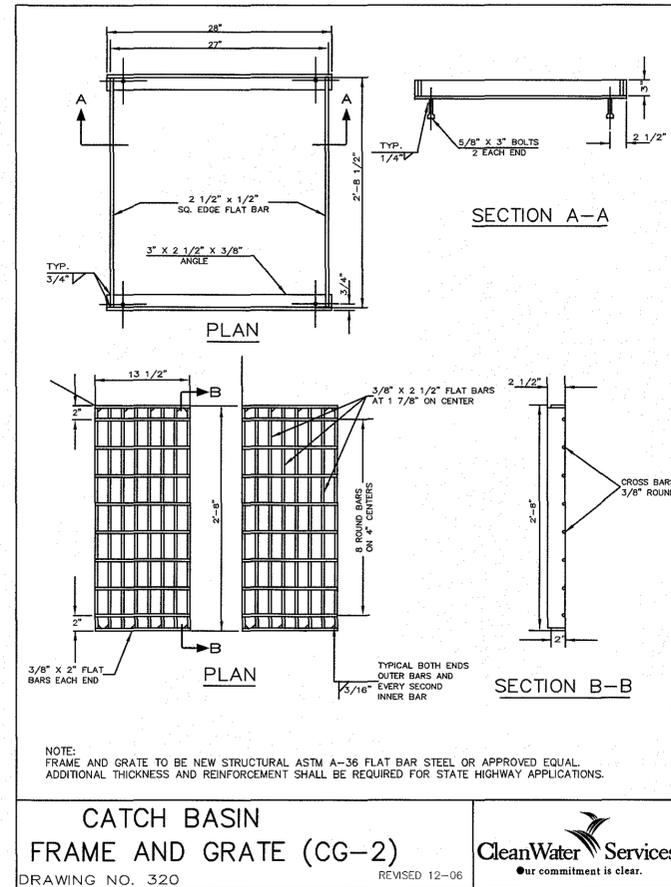
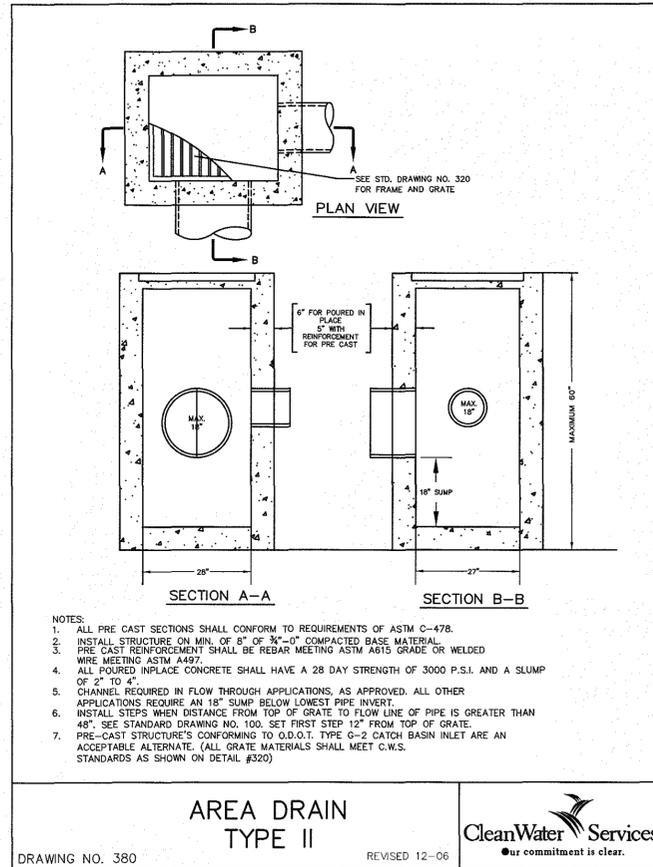
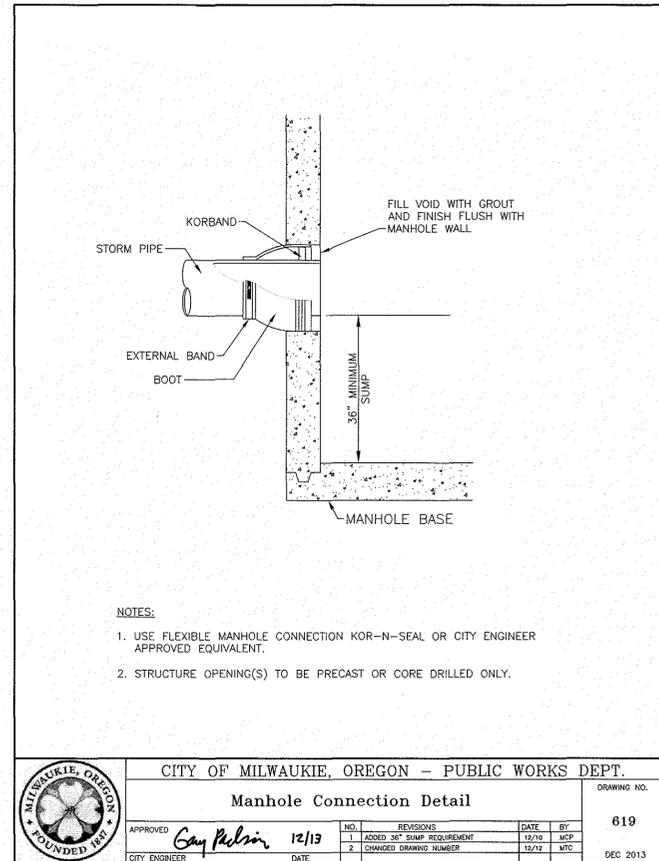
**CONSTRUCTION DETAILS**

DESIGNED BY:	BSK
DRAWN BY:	BSK
CHECKED BY:	AHH
SCALE:	AS NOTED
DATE:	07/18/2014
RENEWAL DATE:	6/30/15
REVISIONS:	

JOB NUMBER  
3875

SHEET

**C213**



**AKS**  
AKS ENGINEERING AND FORESTRY, LLC  
12965 SW HERMAN RD  
SUITE 100  
TUALATIN, OR 97062  
PHONE: 503.363.6151  
FAX: 503.363.6152  
www.aks-eng.com

**CITY OF MILWAUKIE**  
**STANLEY AVENUE**  
**MILWAUKIE OREGON**

**CONSTRUCTION DETAILS**

DESIGNED BY: BSK  
DRAWN BY: BSK  
CHECKED BY: AHH  
SCALE: AS NOTED  
DATE: 07/18/2014

REGISTERED PROFESSIONAL ENGINEER  
ALEXANDER H. WURLEY  
RENEWAL DATE: 6/30/15

JOB NUMBER  
**3875**  
SHEET  
**C214**



**CITY OF MILWAUKIE**

*"Dogwood City of the West"*

**Resolution No. 80-2015**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILWAUKIE, OREGON, APPROVING THE AWARD OF A CONTRACT TO PACIFIC EXCAVATION, INC. FOR THE CONSTRUCTION OF THE STANLEY AVENUE STORM PIPE REPLACEMENT PROJECT, CIP-2014-Y05.**

**WHEREAS**, the existing stormwater system in the area is deficient in structure and service reliability; and

**WHEREAS**, stormwater system improvements were approved for funding in the 2014-2016 biennial budget and 2015-2020 Capital Improvement Plan; and

**WHEREAS**, Pacific Excavation, Inc. is the lowest responsive and responsible bidder;

**Now, Therefore, be it Resolved** that the City of Milwaukie authorizes the City Manager to sign a contract for the construction of the Stanley Avenue Storm Pipe Replacement Project with Pacific Excavation, Inc., in the amount of \$1,245,298.00.

Introduced and adopted by the City Council on July 7, 2015.

This resolution is effective on July 7, 2015.

Mark Gamba, Mayor

ATTEST:

APPROVED AS TO FORM:  
Jordan Ramis PC

Pat DuVal, City Recorder

City Attorney

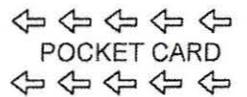




PACIFIC EXCAVATION INC  
79 N DANEBO AVE  
EUGENE OR 97402

CCB LICENSE 135018

CONSTRUCTION CONTRACTORS BOARD



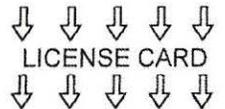
POCKET CARD

*fold and detach  
along  
perforation*

RESIDENTIAL BOND: NONE  
COMMERCIAL BOND: \$75,000  
INSURANCE: \$1,000,000 / \$2,000,000  
INDEP. CONT. STATUS: NONEXEMPT  
RMI: MICHAEL BRADLEY CARLSEN  
HOME INSPECTOR CERTIFIED: NO

LICENSE NUMBER: 135018  
EXPIRATION DATE: 04/23/2017  
ENTITY TYPE: Corporation  
ENDORSEMENT(S): Commercial General Contractor Level 1

PACIFIC EXCAVATION INC  
79 N DANEBO AVE  
EUGENE OR 97402



LICENSE CARD

STATE OF OREGON  
CONSTRUCTION CONTRACTORS BOARD  
LICENSE CERTIFICATE

LICENSE NUMBER: 135018

This document certifies that:

PACIFIC EXCAVATION INC  
79 N DANEBO AVE  
EUGENE OR 97402

is licensed in accordance with Oregon Law as a Commercial General Contractor Level 1.

**License Details:**

EXPIRATION DATE: 04/23/2017  
ENTITY TYPE: Corporation  
INDEP. CONT. STATUS: NONEXEMPT  
RESIDENTIAL BOND: NONE  
COMMERCIAL BOND: \$75,000  
INSURANCE: \$1,000,000 / \$2,000,000  
RMI: MICHAEL BRADLEY CARLSEN  
HOME INSPECTOR CERTIFIED: NO



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/1/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER KPD Insurance, Inc. PO Box 784 Springfield OR 97477	CONTACT NAME:	
	PHONE (A/C, No, Ext): 541-741-0550	FAX (A/C, No): 541-741-1674
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : SAIF Corporation		36196
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED: PACI12W Pacific Excavation Inc. 79 N Danebo Eugene OR 97402

COVERAGES CERTIFICATE NUMBER: 490095232 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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	523840	10/1/2014	10/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

RE: Stanley Avenue Storm Pipe Replacement Project, CIP-2014-Y05

\* Additional Insured Does Not Apply to Workers' Compensation

<b>CERTIFICATE HOLDER</b>  City of Milwaukie 10722 SE Main Street Milwaukie OR 97222	<b>CANCELLATION</b>  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 
--	--



P.O. BOX 784 • SPRINGFIELD, OREGON 97477

January 27, 2014

RE: Certificates of Insurance and 30 Day Cancellation Notice

To Whom It May Concern:

In September 2009 the ACORD 25 Certificate of Insurance form was revised. One of the major changes was removal of the cancellation notice provision. The revised ACORD 25 form was approved by the National Association of Insurance Commissioners for use in all states, and provides the following:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Oregon law, ORS 656.427 subsection 2(c), states that "if the cancellation of a workers' compensation insurance policy is based on nonpayment of premium, the cancellation is effective not sooner than 10 days after the date the notice is mailed to the employer." The Oregon Cancellation Endorsement WC360601E states in section D. 1.) (c): ***If we cancel for nonpayment, we will make notice of cancellation at least 10 days before the cancellation is to take effect.*** A guarantee that 30 days written notice of cancellation will be provided on a certificate of insurance is not legal without amendment to Oregon law.

The purpose of a workers' compensation certificate is to provide written confirmation that a person or business you have a relationship with is solely responsible for workers' compensation injuries to their employees. A request for advance notice of cancellation stems from fear that workers' compensation may cancel, and the certificate holder become responsible for workers they do not employ. Oregon law was revised to provide protection for certificate holders in situations where a contract exists.

ORS 656.029 describes the responsible party for workers' compensation in a contractual relationship. That law provides that a person or business awarded a contract (subcontractor) is solely responsible for workers' compensation of their subject employees **as long as proof of coverage was obtained prior to commencement of the contract.** If an Oregon workers' compensation certificate is obtained from the awarded person or business prior to commencement of a contract, that certificate holder cannot be held responsible for workers' compensation injuries to employees of the subcontractor, even if coverage cancels prior to completion of the work.

For further clarification or questions, please feel free to call me at one of the numbers listed below.

Sincerely,

KPD Insurance, Inc.

A handwritten signature in cursive script that reads "Diana Burnette".

Diana Burnette  
Workers' Compensation Director



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Ward Insurance Agency PO Box 10167 Eugene OR 97440		<b>CONTACT NAME:</b> Marcy Baker <b>PHONE (A/C, No. Ext):</b> (541) 687-1117 <b>FAX (A/C, No):</b> (541) 342-8280 <b>E-MAIL ADDRESS:</b> marcy@wardinsurance.net	
<b>INSURED</b> Pacific Excavation Inc. 79 N. Danebo Ave. Eugene OR 97402		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Continental Western Ins. Co.	<b>NAIC #</b> 10804
		<b>INSURER B:</b> Indian Harbor Insurance Company	36940
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 15/16-1 **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 <input checked="" type="checkbox"/> \$2,000 PD DED. <input type="checkbox"/> PER OCCURRENCE GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	Y	CWP2978180 LEASED/RENTED/BORROWED: ALL RISK/ACV LIMIT: \$500,000 DEDUCTIBLE: \$2,500	4/20/2015	4/20/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CWP2978180	4/20/2015	4/20/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CU2978181	4/20/2015	4/20/2016	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	INSTALLATION FLOATER			CWP2978180	4/20/2015	4/20/2016	SINGLE LOCATION: 500,000
B	POLLUTION LIABILITY			PEC0045443	3/6/2015	3/6/2016	LIMIT: 5,000,000 DED.: 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: CIP-2014-Y05 Stanley Avenue Storm Pipe Replacement Project  
 The City of Milwaukie, Oregon, its officers, directors, and employees are included as additional insured with respects to work performed by named insured when required by written contract agreement per attached CLCG0013, on a primary and non-contributory basis with waiver of subrogation per attached CLCG0020. Completed operations applies per attached CLCG2048. Auto additional insured applies per attached CW3468. Excess follows form. Employer's Liability is underlying to the Umbrella. All is subject to policy terms, limits, conditions, and exclusions.

<b>CERTIFICATE HOLDER</b> (503) 653-2444 finance@milwaukieoregon.go City of Milwaukie Attn: Finance 10722 SE Main St Milwaukie, OR 97222	<b>CANCELLATION</b> 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 Paul Jensen/EMILY
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## COMMENTS/REMARKS

Builders Risk Insurance Coverage

Company: Travelers

Policy Number: QT 660 2F246355 TIL 15

Eff. Dates: 7/15/15 to 12/15/15

Policy Limit: \$1,245,298 Including EQ and Flood - \$50,000 Deductible, \$5,000 Deductible  
AOP

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

## **GENERAL LIABILITY PLATINUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

#### **A. MEDICAL PAYMENTS**

If **SECTION I – COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit provided by this policy, subject to the terms of **SECTION III - LIMITS OF INSURANCE**, shall be the greater of:
  - a. \$10,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

#### **B. FIRE, LIGHTNING, EXPLOSION, SMOKE AND SPRINKLER LEAKAGE DAMAGE TO PREMISES YOU RENT**

If damage to premises rented to you under **Coverage A**. is not otherwise excluded from this policy, the following applies:

1. The last paragraph of **SECTION I – COVERAGE A.2. Exclusions** is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to your or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.
2. Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
  6. Subject to Paragraph **5.** above, the greater of:
    - a. \$300,000; or
    - b. the Damage To Premises Rented To You Limit shown in the Declarations;  
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.
3. Paragraph **4.b.(1)(a)(ii) Other Insurance** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:
  - (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler Leakage insurance for premises rented to you or temporarily occupied by you with the permission of the owner;
4. Paragraph **9.a.** of **SECTION V – DEFINITIONS** is deleted and replaced by the following:
  - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

#### **C. LIMITED NON-OWNED WATERCRAFT**

1. Paragraph **g.(2)** of **SECTION I – COVERAGE A.2. Exclusions** is deleted and replaced by the following:

A watercraft you do not own that is:

- a. Less than 51 feet long; and

- b. Not used to carry persons or property for a charge.

**D. SUPPLEMENTARY PAYMENTS**

**SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

1. The limit of insurance in paragraph **1.b.** is increased from \$250 to \$2,500; and
2. The limit of insurance in paragraph **1.d.** is increased from \$250 to \$500.

**E. AUTOMATIC ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS – PRIMARY NON-CONTRIBUTORY**

The following is added to Paragraph **2.** of **SECTION II - WHO IS AN INSURED:**

- e. Any person or organization described below, when you are obligated by virtue of a written contract or agreement that such person be added as an additional insured on your policy.

When required by virtue of a written contract or agreement, coverage provided to any additional insured will be on a primary basis and will not seek contribution from the additional insured's policy.

Only the following persons or organizations are additional insureds under this endorsement:

- (1) Managers Or Lessors Of Premises.** The manager or lessor of a premise leased to you, but only with respect to liability arising from 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:

- (a)** Any "occurrence" which takes place after you cease to be a tenant of that premises.
- (b)** Structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.

- (2) Lessor Of Leased Equipment.** Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- (3) Vendors.** Any person or organization, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- a. The insurance afforded the vendor does not apply to:

1. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
2. Any express warranty unauthorized by you;
3. Any physical or chemical change in the product made intentionally by the vendor;
4. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
5. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
6. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**(4) State Or Political Subdivision – Permits Or Authorizations Relating To Premises.**

Any state or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

When required by virtue of a written contract or agreement, coverage provided to any additional insured **AUTOMATIC ADDITIONAL INSURED – SPECIFIED RELATIONSHIPS – PRIMARY NON-CONTRIBUTORY** will be on a primary basis and will not seek contribution from the additional insured's policy.

**F. BROADENED NAMED INSURED – NEWLY ACQUIRED 180 DAYS**

Paragraph 3. of **SECTION II - WHO IS AN INSURED** is deleted and replaced by the following:

Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or majority interest of more than 50% will be a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

b. **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

c. **COVERAGE B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

**G. AGGREGATE LIMITS OF INSURANCE**

The General Aggregate Limit under **SECTION III – LIMITS OF INSURANCE** applies separately to each of your:

1. Projects away from premises owned by or rented to you.

2. "Locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**H. KNOWLEDGE OF OCCURRENCE**

The following is added to paragraph 2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. A report of an "occurrence", offense, claim or "suit" to:

(1) You, if you are an individual,

(2) A partner, if you are a partnership,

(3) An executive officer, if you are a corporation, or

(4) A manager, if you are a limited liability company;

is considered knowledge and requires you to notify us of the "occurrence", offense, claim, or "suit" as soon as practicable.

- f. We are considered on notice of an "occurrence", offense, claim or "suit" that is reported to your Workers' Compensation insurer for an event which later develops into an "occurrence", offense, claim or "suit" for which there is coverage under this policy. However, we will only be considered on notice if you notify us as soon as you know the claim should be addressed by this policy rather than your Workers' Compensation policy.

#### I. UNINTENTIONAL OMISSIONS

The following is added to paragraph 6. **Representations** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- d. If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under this Coverage Part solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

#### J. MENTAL ANGUISH

Paragraph 3. of **SECTION V – DEFINITIONS** is deleted and replaced by the following:

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

#### K. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a contract requiring such waiver with that person or organization and included in the "products-completed operations hazard".

However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

#### L. OTHER INSURANCE

When Coverage applies in this General Liability Enhancement Endorsement, no other coverage or limit of insurance in the policy applies to loss or damage insured by this coverage.

#### M. NON-EMPLOYMENT DISCRIMINATION LIABILITY (DEFENSE WITHIN LIMITS)

The following is added to paragraph 14. **"Personal and advertising injury"** **SECTION V – DEFINITIONS** of **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**:

- h. Non-employment discrimination.

Non-employment discrimination means violation of a person's civil rights with respect to such person's race, color, national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition, or any other protected class or characteristic established by any federal, state or local statutes, rules or regulations. Non-employment discrimination does not include violation of civil rights arising out of past, present or prospective employment.

Our obligation under the **Personal and Advertising Injury Liability Coverage** to pay non-employment discrimination liability damages on your behalf applies only to the amount of damages in excess of **\$5,000 deductible** as the result of any one offense regardless of the number of persons or organizations who sustain damages because of the offense.

The most we will pay for all damages for non-employment discrimination is **\$15,000 annual aggregate**. No other liability to pay sums or perform acts or services is covered.

Supplemental Payments – Coverages A and B do not apply to non-employment discrimination coverage.

**N. ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS OR OTHERS– AUTOMATIC, INCLUDING PRIMARY NON-CONTRIBUTORY**

**1. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization for whom you are performing operations when you are obligated by virtue of a written contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;  
in the performance of your ongoing operations for the additional insured.

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" included within the "products-completed operations hazard".

This insurance does not apply to any additional insured scheduled on your policy by separate endorsement

**2. Limits of Insurance**

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

**3. Exclusions**

**A.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
- 2. Subject to Paragraph **3.** below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- 3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or performed by or for the construction manager, its employees or its subcontractors in connection with your ongoing operations.

**B.** "Bodily injury" or "property damage" occurring after:

- 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**4. Primary Non-Contributory**

When required by virtue of a written contract or agreement, coverage provided to any additional insured by **ADDITIONAL INSURED – OWNERS, LESSEES, CONTRACTORS OR OTHERS – ONGOING OPERATIONS – AUTOMATIC, INCLUDING PRIMARY NON CONTRIBUTORY** will be on a primary basis and will not seek contribution from the additional insured's policy.

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

## **CONTRACTOR GENERAL LIABILITY PLATINUM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

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

#### **A. PROPERTY DAMAGE TO BORROWED EQUIPMENT**

1. Paragraph 2.j. of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is amended as follows:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

2. **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:

The most we will pay in any one "occurrence" for "property damage" to borrowed equipment is \$15,000. This limit of insurance is the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

3. **Deductible**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$250 as applicable to "property damage" as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- b. The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as we have paid.

#### **B. CONSTRUCTION PROJECT GENERAL AGGREGATE LIMIT**

1. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to the insured:

- a. A Single Construction Project General Aggregate Limit applies to each construction project away from premises owned by or rented to the insured, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
- b. 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:

- (1) Insureds;
- (2) Claims made or "suits" brought; or
- (3) Persons or organizations making claims or bringing "suits".

- c. 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 away from premises owned by or rented to the insured. 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 separate construction project away from premises owned by or rented to the insured.

- d. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Single Construction Project General Aggregate Limit.
2. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which cannot be attributed only to ongoing operations at a single designated construction project away from premises owned by or rented to the insured:
  - a. 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
  - b. Such payments shall not reduce any Single Construction Project General Aggregate Limit.
3. 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 or the Single Construction Project General Aggregate Limit.
4. If the applicable construction project away from premises owned by or rented to the insured has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
5. The provisions of **Limits Of Insurance (SECTION III)** not otherwise modified by this endorsement shall continue to apply as stipulated.

#### **C. LIMITED JOB SITE POLLUTION**

1. Exclusion **f.** under **Section I – Coverage A** is replaced by the following:

##### **2. Exclusions**

This insurance does not apply to:

##### **f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) At or from a storage tank or other container, ducts or piping which is below or partially below the surface of the ground or water or which, at any time, has been buried under the surface of the ground or water and then subsequently exposed by erosion, excavation or any other means if the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" arises at or from any premises, site or location which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor.

Subparagraph (b) does not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement issued or made pursuant to any environmental protection or environmental liability statutes or regulations that any insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, or neutralizing or in any way responding to or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for those sums the insured becomes legally obligated to pay as damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

2. With respect to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- The "Each Occurrence Limit" shown in the Declarations does not apply.
  - Paragraph 7. of **Limits Of Insurance (Section III)** does not apply.
  - Paragraph 1. of **Section III – Limits Of Insurance** is replaced by the following:  
The Limits Of Insurance shown in this endorsement, or in the Declarations and the rules below fix the most we will pay regardless of the number of:
    - Insureds;
    - Claims made or "suits" brought; or
    - Persons or organizations making claims or bringing "suits".
  - The following are added to **Section III – Limits Of Insurance**:
    - Subject to 2. or 3. above, whichever applies, the most we will pay for the sum of:
      - Damages under Coverage A; and
      - Medical expenses under Coverage Cbecause of "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" is \$100,000 aggregate.
    - Subject to 8. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".

#### D. VOLUNTARY PROPERTY DAMAGE

1. The following is added to **Section 1 – COVERAGES**:

We will pay, at your request for "property damage" to that part of any property:

- Which you or any subcontractors working directly or indirectly on your behalf are performing operations; or
- That must be restored, repaired or replaced because "your work" was incorrectly performed on it.

This insurance applies only to "property damage" to property of others while in your care, custody, or control, and arising out of operations away from your insured premises and incidental to your business.

Exclusions j.(3),(4),(5) and (6) do not apply to this coverage.

This insurance does not apply to "property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard".

2. For the purposes of the coverage provided by **D. VOLUNTARY PROPERTY DAMAGE, SECTION III – LIMITS OF INSURANCE** is replaced by the following:

##### A. Limits of Insurance

- Unless a higher limit is shown in the Declarations, the most we will pay in any one "occurrence" for "property damage" under this endorsement is **\$15,000**.
- Unless a higher limit is shown in the Declarations, the most we will pay for all covered "occurrences" during any one policy period is **\$15,000** Aggregate Limit of Insurance.

The Limits of Insurance of this endorsement apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**3. Deductible**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of \$250 as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
- b. The terms of this insurance, including those with respect to our right and duty to defend the insured against any "suits" seeking those damages; and your duties in the event of an "occurrence", claim, or "suit" apply irrespective of the application of the deductible amount.
- c. We may pay any part or all of the deductible amount to effect settlement of any claim or suit and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as we have paid.

**4. For the purposes of the coverage provided by D. VOLUNTARY PROPERTY DAMAGE, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:**

**a. The following is added to paragraph 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

In the event of loss covered by this endorsement, the insured shall, if requested by us, replace the property or furnish the labor and materials necessary for repairs at actual cost to the insured, excluding prospective profit or overhead charges of any nature. Any property so paid for or replaced shall, at our option, become our property. Any payment made by us shall not constitute an admission of liability by an insured, or by us.

**b. Paragraph 4. Other Insurance is amended as follows:**

**(1) Paragraph 4.a. Primary Insurance is deleted.**

**(2) Subparagraphs (1) and (2) of paragraph 4.b. Excess Insurance are deleted and replaced with the following:**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis.

All other provisions that apply to paragraph 4. Other Insurance contained in the Commercial General Liability Coverage Form are applicable.

**5. For the purposes of the coverage provided by D. VOLUNTARY PROPERTY DAMAGE, the following definitions are added to SECTION V – DEFINITIONS:**

- a. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
- b. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
- c. "Structural property damage" means the collapse of or structural injury to any building or structure due to:
  - (1) Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
  - (2) Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
- d. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
- e. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

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

**ADDITIONAL INSURED – OWNERS, LESSEES, CONTRACTORS OR OTHERS – COMPLETED OPERATIONS – AUTOMATIC, INCLUDING PRIMARY NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person(s) or organization(s) when you are obligated by virtue of a written contract or agreement that such person be added as an additional insured to your policy, but only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

for that additional insured and included in the "products-completed operations hazard".

**B. LIMITS OF INSURANCE**

Limits of insurance for such additional insured are the limits in this coverage form or the limits you and such additional insured agreed to by virtue of a contract or agreement, whichever is less. These limits are inclusive of and are not in addition to the Limits Of Insurance shown in the Declarations.

**C.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. The rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.
2. Subject to paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you or performed by or for the construction manager, its employees or its subcontractors in connection with your products-completed operations.

**D. PRIMARY NON-CONTRIBUTORY**

When required by virtue of a written contract or agreement, coverage provided to any additional insured by **ADDITIONAL INSURED – OWNERS, LESSEES, CONTRACTORS OR OTHERS – COMPLETED OPERATIONS – AUTOMATIC, INCLUDING PRIMARY NON-CONTRIBUTORY** will be on a primary basis and will not seek contribution from the additional insured's policy.

## COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

The following provides a broad range of coverage in addition to that provided by the basic policy. In some instances, a higher limit or broader coverage is available. Should the policy indicate broader coverage or higher limits than provided by this endorsement, the higher limits or broader coverage shall apply.

#### A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

#### B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to Section II - Liability Coverage, Paragraph A.1.:

d. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- (1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":
  - (a) Caused by an "accident", and
  - (b) Resulting from the ownership, maintenance or use of a covered "auto".
- (2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.
- (3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are

those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.
- (5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

#### C. ADDITIONAL INSURED - EMPLOYEES

The following is added to the Section II - Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### D. EXTENDED COVERAGE - BAIL BONDS

Section II - Liability Coverage, Paragraph A.2.a.(2). is deleted and replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

#### E. EXTENDED COVERAGE - LOSS OF EARNING

Section II - Liability Coverage, Paragraph A.2.a.(4) is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

#### F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section II – Liability Coverage does not apply. This coverage is excess over any other collectible insurance.

#### G. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMIT

If the "insured" is wearing a seat belt at the time an "accident" occurs, the LIMIT OF INSURANCE for AUTOMOBILE MEDICAL PAYMENTS COVERAGE shown in the Declarations will be double the limit shown. All other terms and conditions applicable to MEDICAL PAYMENTS remain unchanged.

#### H. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

##### 1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph A.4.a. is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the "private passenger type". We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

#### I. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph B.3.a. does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

#### J. LEASED OR FINANCED "AUTOS" - PHYSICAL DAMAGE COVERAGE

The following is added to Section III – Physical Damage Coverage, Paragraph C.

4. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount under the Physical Damage Coverage section of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

- (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (5) Carry-over balances from previous loans or leases.

#### K. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph D. is deleted and replaced by the following:

##### D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

#### L. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to Section III - Physical Damage Coverage, Paragraph A.4.:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

#### M. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to Section III – Physical Damage Coverage, Paragraph A.4.:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

## N. TOWING AND LABOR COVERAGE

Section III – Physical Damage Coverage, Paragraph A.2. is deleted and replaced by the following:

If a private passenger type "auto" or light truck "auto" (0-10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such "auto" is disabled. However, the labor must be performed at the place of disablement.

## O. EXTENDED COVERAGE - CUSTOMIZED FURNISHINGS

The following is added to Section III – Physical Damage Coverage, Paragraph A.4.:

- e. Physical Damage Coverage on a covered "auto" may be extended to "loss" to custom furnishings including, but not limited to special carpeting and insulation, height-extending roofs, and custom murals, paintings or other decals or graphics.

Our limit of liability for loss to custom furnishings shall be the least of:

- (1) Actual cash value of the stolen or damaged property;
- (2) Amount necessary to repair or replace the property; or
- (3) \$500.

This coverage extension does not apply to electronic equipment.

## P. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households subject to the following:

1. The most we will pay in any one "loss" is the least of \$50,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:
  - a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
  - b. No deductible will apply to "loss" caused by fire or lightning.
2. Coverage provided under this extension will:
  - a. Be excess over any other collectible insurance;

- b. Pay, in addition to the limit set forth in P.1. above, up to \$500 per day, not to exceed \$3,500 per "loss" for:

- (1) Any costs or fees associated with the "loss" to a hired "auto"; and
- (2) Loss of use, provided it is the consequence of 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.

## Q. RENTAL REIMBURSEMENT COVERAGE

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto".

1. Payment applies in addition to the otherwise applicable amount of each coverage you have on the covered "auto".
2. No deductible applies to this coverage.
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the expiration date of the policy, with the lesser of the following:
  - a. When the covered "auto" has been repaired or replaced, or
  - b. When the total amount paid under this coverage extension reaches \$2,500.
4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred.
  - b. Not more than \$75 per day.
5. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
6. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
7. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

## R. DRIVE OTHER CAR COVERAGE

### 1. Changes In Liability Coverage

- a. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by:
  - (1) You, if you are designated in the Declarations as an individual;

- (2) Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
- (3) Your members or managers, if you are designated in the Declarations as a limited liability company;
- (4) Your "executive officers", if you are designed in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company; and
- (5) The spouse of any person named in R.1.a.1. through R.1.a.(4) while a resident of the same household.

except:

- (a) Any "auto" owned by that individual or by any member of his or her household.
- (b) Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

## 2. Changes In Auto Medical Payments And Uninsured And Underinsured Motorists Coverages

The following is added to **Who Is An Insured**:

Any individual named in R.1.a and his or her "family members" are "insured" while "occupying" or while a pedestrian when being struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

## 3. Changes In Physical Damage Coverage

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in R.1.a or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

## 4. The most we will pay for the total of all damages under LIABILITY COVERAGE, AUTO MEDICAL PAYMENTS, UNINSURED MOTORISTS COVERAGE and UNDERINSURED MOTORISTS COVERAGE is the LIMIT OF INSURANCE shown in the Declarations as applicable to owned "autos".

## 5. Our obligation to pay for, repair, return or replace damaged or stolen property under PHYSICAL DAMAGE COVERAGE, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no

owned private passenger type "autos", the deductible shall be \$50 for Comprehensive Coverage and \$100 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

## E. Additional Definition

As used in this section; **R. DRIVE OTHER CAR COVERAGE:**

"Family member" means a person related to the individual named in R.1.a by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

## S. KNOWLEDGE OF OCCURRENCE

The following is added to Section IV – Business Auto Conditions, Paragraph A.2.:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.
- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to Section IV – Business Auto Conditions, Paragraph 2.b.:

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer or an employee designated by you to forward such documents to us.

## T. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to Section IV - Business Auto Conditions, Paragraph A.5.:

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under B., ADDITIONAL INSURED BY CONTRACT OR AGREEMENT, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

**U. UNINTENTIONAL OMISSIONS**

The following is added Section IV - Business Auto Conditions, Paragraph B.2.:

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

**V LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.