

ORDINANCE NO. 1651

AN ORDINANCE AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KONELL CONSTRUCTION & DEMOLITION CORPORATION IN THE AMOUNT OF \$2,090,927 FOR THE CONSTRUCTION OF AUBURN FARMS PARK.

WHEREAS, the City of Canby has heretofore advertised and received ten (10) bids for the development of Auburn Farms Park Project;

WHEREAS, the notice of call for bids was duly and regularly published in the Oregon Daily Journal of Commerce on May 30, 2025;

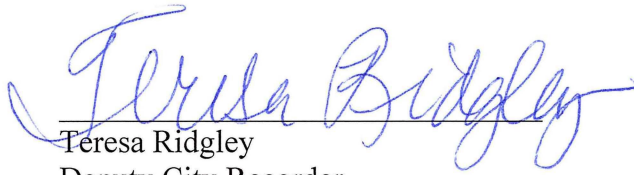
WHEREAS, bids were received and open on June 26, 2025, at 2:00 pm in the Public Works Conference Room of the City of Canby and bids were read aloud; and

WHEREAS, Konell Construction & Demolition Corporation came in with the lowest bid in the amount of \$2,090,927;

NOW, THEREFORE, THE CITY OF CANBY, OREGON, ORDAINS AS FOLLOWS:

Section 1. The effective date of this Ordinance shall be September 5, 2025.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, July 16, 2025, ordered posted as required by the Canby City Charter, and scheduled for second reading before the City Council for final reading and action at a regular meeting thereof on August 6, 2025, commencing at the hour of 7:00 PM at the Council Chambers located at 222 NE 2nd Avenue, Canby, Oregon.


Teresa Ridgley
Deputy City Recorder


PASSED on the second and final reading by the Canby City Council at a regular meeting thereof on the August 6, 2025, by the following vote:

YEAS 5

NAYS 0


Brian Hodson
Mayor

ATTEST:


Teresa Ridgley
Deputy City Recorder



CITY OF CANBY

Auburn Farms Park

CONTRACT DOCUMENTS, GENERAL CONDITIONS & TECHNICAL SPECIFICATIONS

CLACKAMAS COUNTY, OREGON



Harper
Houf Peterson
Righellis Inc.

ENGINEERS ♦ PLANNERS
LANDSCAPE ARCHITECTS ♦ SURVEYORS

MAY 2025

**CONTRACT DOCUMENTS, GENERAL CONDITIONS
AND TECHNICAL SPECIFICATIONS**

CITY OF CANBY
Auburn Farms Park

Clackamas County, Oregon



EXPIRES: 12/31/2025

May 2025

Harper Houf Peterson Righellis Inc.
530 Center Street NE Suite 240
Salem, Oregon 97301

CITY OF CANBY

Auburn Farms Park

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NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

The City of Canby Public Works Director will be receiving sealed bids for the Auburn Farms Park project until 2:00 PM on Thursday, June 19, 2025, at which time bidding will be closed.

Pursuant to ORS 279C.370(2), within two (2) working hours of the Bid Closing, all Bidders shall submit to the City a disclosure form as furnished with these bid documents identifying any first-tier subcontractors (those Entities that would be contracting directly with the prime contractor) that will be furnishing labor or materials on the Contract, if awarded, whose subcontract value would be equal to or greater than:

- Five percent of the total Contract Price, but at least \$15,000, or
- \$350,000 regardless of the percentage of the total Contract Price.

Bids and disclosure forms shall be addressed to Mr. Jerry Nelzen, Public Works Director, and delivered to Canby Public Works, 1470 NE Territorial, Canby, OR 97013. At 2:00 PM bids will be opened and read aloud in the conference room at Public Works. Only bids for which a disclosure form has been submitted within two (2) working hours of the Bid Closing date and time will be considered responsive.

The scope of work includes construction of a new City Park located at 2041 N Locust St, Canby, OR 97013 and improvements to the site frontage along N Locust St. Park improvements include playground equipment, splash pad, basketball court and hoop, asphalt path, asphalt parking, prefabricated restroom building, landscaping, site furnishings, irrigation and site utilities.

The estimated construction cost of this project is \$2.5 million.

Plans and specifications will be available on Friday, May 30, 2025, on the City of Canby's website (<https://www.canbyoregon.gov/rfps>). All questions related to the project shall be directed to Beau Braman, Harper Houf Peterson Righellis Inc, (971) 404-5433 and Spencer Polack, Public Works Supervisor, (503) 266-0780. Bid documents are also available for purchase through Precision Images (503) 274-2030.

No bid shall be received or considered unless the Bidder is registered with the Construction Contractors Board as required by ORS chapter 701.021.

To be considered, bids must be completed on the bidding forms provided, in the manner prescribed in the bidding documents and accompanied by a 5% bid security in favor of the City of Canby. Each bidder must indicate in the space provided on the Bid Form, whether they are a Resident or Non-Resident Bidder pursuant to ORS 279A.120.

This public works project is subject to the provisions of ORS 279C.800 to ORS 279C.870. By submission of a bid, each bidder certifies that Oregon Prevailing Wage Rates are included in the bid prices. Contractors need not be licensed for asbestos handling per ORS 468A.720 to complete this project. A pre-bid conference will not be held for this project.

The City of Canby reserves the right to reject any or all bids not in compliance with all prescribed public bidding procedures and requirements, may reject for good cause any and all bids upon a finding of the agency it is in the public interest to do so, and may waive all informalities. No bidder may withdraw or modify their bid prior to the lapse of a hundred and twenty (120) days after bid opening.

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – WORK

- 1.1 CONTRACTOR shall complete all work as specified or indicated in the contract documents:

**City of Canby
Auburn Farms Park**

The Scope of Work consists of new City Park located at 2041 N Locust St, Canby, OR 97013 and improvements to the site frontage along N Locust St. Park improvements include playground equipment, splash pad, basketball court and hoop, asphalt path, asphalt parking, prefabricated restroom building, landscaping, site furnishings, irrigation and site utilities.

ARTICLE 2 - DEFINED TERMS

- 2.1 Terms used in these Instructions to Bidders which are defined in the Standard Specifications and Special Provisions of the Construction Contract have the meanings assigned to them in the Standard Specifications and Special Provisions. The term "Bidder" means one who submits a Bid directly to OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of OWNER'S evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 2.2 "Standard Specifications" are defined as the 2024 Oregon Standard Specifications for Construction.
- 2.3 "Special Provisions" are defined as those special provisions attached to these Bid documents and expressly incorporated herein.

ARTICLE 3 - COPIES OF BIDDING DOCUMENTS

- 3.1 Complete sets of Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from ENGINEER.
- 3.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 3.3 OWNER and ENGINEER in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

ARTICLE 4 - QUALIFICATIONS OF BIDDERS

- 4.1 Each bidder will be required to complete and submit a responsibility determination form in connection with their bid submission. The City will assess each bidder's responsibility in accordance with this submitted form and ORS 279C.375.
- 4.2 Bidders responding to this ITB do so solely at the bidder's expense; the City is not responsible for any bidder expenses associated with the ITB.

ARTICLE 5 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 5.1 It is the responsibility of each Bidder before submitting a Bid, to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, if determined necessary in the Bidder's discretion, (c) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors, or discrepancies in the Contract Documents.
- 5.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 5.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in the Standard Specifications and Special Provisions.
- 5.4 Before submitting a Bid each Bidder will be responsible to make or obtain such explorations, tests, and data concerning physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance, or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- 5.5 On request in advance, OWNER will provide each bidder access to the site to conduct such explorations and tests as Bidder deems necessary for submission of a Bid. Bidders shall fill all holes, clean up, and restore the site to its former condition upon completion of such explorations.
- 5.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other land designated for use by the Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- 5.7 The submission of a bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this ARTICLE 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work to complete the project.

ARTICLE 6 - INTERPRETATIONS AND ADDENDA

- 6.1 All questions about the meaning or intent of the Contract Documents are to be directed to the ENGINEER. Interpretations or clarifications considered necessary by the ENGINEER

in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Questions received less than three days prior to the date for the opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 6.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by OWNER or ENGINEER.

ARTICLE 7 - BID SECURITY

- 7.1 Bid Security in the amount of five percent (5%) of the Base Bid must accompany each Bid proposal. Bid Security may be in the form of a surety bond or cashier's check, but if it is a surety bond, it must comply with the requirements of the Standard Specifications and Special Provisions. If a surety bond is submitted as Bid Security, it shall be written on EJCDC NO. C-430, Bid Bond, or similar instrument, and the attorney-in-fact who executes the bond shall affix to the bond a current copy of his power of attorney. Surety companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.
- 7.2 The Bid security of the top three Bidders may be retained until the successful Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid Securities will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within ten (10) days after the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of other Bidders whom the OWNER believes to have a reasonable chance of receiving the award may be retained by the OWNER until the earlier of the seventh day (7th) day after the Effective Date of the Agreement or the thirty-first (31st) day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned. Bid Security and Bids which are not competitive will be returned within seven (7) days after the Bid opening.

ARTICLE 8 - CONTRACT TIME

- 8.1 The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

ARTICLE 9 - LIQUIDATED DAMAGES

- 9.1 Provisions for liquidated damages are set forth in the Agreement. Delay damages will be assessed for failure to achieve substantial completion AND/OR final completion as defined in the Standard Specifications and Special Provisions. Liquidated damages shall be paid by the Contractor to the Owner, or the OWNER may withhold damages from any amounts due to the Contractor.

ARTICLE 10 - SUBSTITUTING "OR-EQUAL" ITEMS

- 10.1 The materials and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution. All materials and equipment shall be as specified "or equal", without regard

to the presence or lack of "or equal" verbiage in the specific specification unless noted otherwise. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the ENGINEER at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or work that incorporation of the substitution would require shall be included. The burden of proof of the merit of the proposed substitution is upon the Bidder. The ENGINEER'S decision of approval or disapproval of a proposed substitution shall be final. If ENGINEER approves any proposed substitution, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 11 - SUBCONTRACTORS, SUPPLIERS AND OTHERS

- 11.1 The OWNER may require the identity of certain Subcontractors, Suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the Notice of Award. The apparent Successful Bidder, and any other Bidder if requested shall within seven (7) days after the Bid opening submit to the OWNER a list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification of each such Subcontractor, Supplier, person, or organization if requested by the OWNER.

Playground Installer Qualifications: An entity that employs installers and supervisors who are trained, approved by the manufacturer and have a minimum of 5 years of experience installing playground equipment of similar size and quality.

Playground Inspector Qualification: Playground inspector shall be a Certified Playground Safety Inspector (CPSI) by National Park and Recreation Association. The Contractor shall pay for and supply the qualified playground inspector.

- 11.2 If OWNER or ENGINEER after due investigation has reasonable objection to any proposed Subcontractor, Supplier, other person or organization, either may before the Notice of Award is given request the apparent Successful Bidder to submit an acceptable substitute in which case the apparent Successful Bidder shall submit an acceptable substitute, that Bidder's bid price will be increased (or decreased) by the difference in cost occasioned by such substitution and OWNER may consider such price adjustment in evaluating Bids and making the contract award. If apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any Bidder.
- 11.3 Any Subcontractor, Supplier, other person, or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER, subject to revocation of such acceptance after the Effective Date of the Agreement as provided in the Standard Specifications and Special Provisions.

- 11.4 CONTRACTOR shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom CONTRACTOR has reasonable objection.

ARTICLE 12 - BID FORM

- 12.1 The Bid Form is included within the Contract Documents.
- 12.2 Bid Forms must be completed in ink or by typewriter. The Bid price of each item on the form must be stated in numerals.
- 12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 12.5 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.
- 12.6 A Bid by an individual shall show the Bidder's name and official address.
- 12.7 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.
- 12.8 All names must be typed or printed below the signature.
- 12.9 The bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 12.10 The CCB Registration, business address and telephone number for communications regarding the Bid must be shown.

ARTICLE 13 - SUBMISSION OF BIDS

- 13.1 To be responsive, hard copies of bids shall be submitted at the time and place identified in the Advertisement or Invitation to Bid, be executed as detailed in these Instructions to Bidders and shall be enclosed in an opaque sealed envelope, marked with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.
- 13.2 To be responsive CONTRACTOR must complete, sign, and submit the following documents:
- a. Bid Proposal
 - b. Bid Bond
 - c. First Tier Disclosure
 - d. Responsibility Determination

ARTICLE 14 - MODIFICATION AND WITHDRAWAL OF BIDS

- 14.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where the Bids are to be submitted at any time prior to the opening of Bids.
- 14.2 If, within twenty-four hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid Security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

ARTICLE 15 - BIDS OPENING AND ACCEPTANCE

- 15.1 Bids will be opened at the Public Works Department office. An abstract of the amounts of the base Bids and major alternates (if any) may be made available to Bidders after the opening of the Bids. Bidders are encouraged to review the confidentiality statement incorporated into these Bid documents prior to the Bid opening.
- 15.2 All bids will remain subject to acceptance for a hundred and twenty (120) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

ARTICLE 16 - AWARD OF CONTRACT

- 16.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER determines the Bidder to be not responsible per ORS 279C.375 and the attached responsibility determination form. In the event of discrepancy between the written and numerical amounts the written prices will govern. Discrepancies in the multiplication of units of Work and unit price will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 16.2 In evaluating Bids, OWNER will consider the bidder's level of responsibility, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- 16.3 OWNER may consider the bidder's level of responsibility of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions.

OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- 16.4 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.

- 16.5 If the contract is to be awarded, the award will be based upon the lowest responsive/responsible bid for the total of the Basic Bid and such alternatives that in the sole judgement of the OWNER will best serve its interests.
- 16.6 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within a hundred and twenty (120) days after the Bid opening.
- 16.7 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

ARTICLE 17 - CONTRACT SECURITY

- 17.1 Prior to execution of the Contract, the Bidder shall furnish separate bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder, each in an amount equal to 100 percent of the Contract Sum. The cost of the furnishing of such bonds shall be included in the Bid. The Surety issuing such bonds shall be licensed to issue bonds in the State of Oregon. Such bonds shall comply with the provisions of the Standard Specifications and Special Provisions.

ARTICLE 18 - SIGNING OF AGREEMENT

- 18.1 When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by three unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within twenty-five (25) days thereafter, OWNER shall deliver one fully signed counterpart to Contractor. Each counterpart shall include a complete set of Drawings attached by reference. The Agreement shall not be negotiated prior to signing.

ARTICLE 19 - CONFERENCES

19.1 PRE-BID CONFERENCE

If a pre-bid conference is specified in the Notice to Contractors, it shall be non-mandatory. If so scheduled, representatives of OWNER and ENGINEER will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. ENGINEER will transmit to all prospective Bidders of record such Addenda as ENGINEER considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective. The time and date of the pre-bid meeting will be provided by the Engineer.

19.2 PRECONSTRUCTION CONFERENCE

Either before or soon after the actual award of the Contract (but in any event prior to the start of Work at the site), the Contractor or his representative, and his subcontractors, shall attend a Preconstruction Conference with representatives of the OWNER, the funding agencies, and the ENGINEER. The Conference will be held for review and acceptance of schedules referred to in the Standard Specifications and Special Provisions, to establish procedures for handling shop drawings and other submittal and for processing applications for payment, and to acquaint the participants with the general plan of contract administration and requirements under which the construction operation is to proceed. The date, time, and place of the Conference will be furnished to the

Contractor by the OWNER. The Contractor will notify his subcontractors of the Conference and require their attendance.

ARTICLE 20 - IDENTIFICATION

- 20.1 The word "OWNER" as used herein refers to the CITY OF CANBY, as identified in the proposal, with whom the CONTRACTOR will enter into an agreement for the work. The OWNER shall be responsible for actions requested by the ENGINEER including payment in accordance with the terms of the Contract.
- 20.2 The word "ENGINEER" as used throughout these documents refers to the firm of Harper Houf Peterson Righellis Inc. All correspondence, notifications, and requests of the OWNER by the CONTRACTOR shall be through the ENGINEER.
- 20.3 The word "CONTRACTOR" refers to the corporation, partnership or sole proprietorship which enters into a contractual obligation with the OWNER to complete the work. Subcontractors shall not be recognized.

ARTICLE 21 - FIRST-TIER SUBCONTRACTOR DISCLOSURE

- 21.1 Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:
 - a. Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
 - b. Will have a contract value that is equal to or greater than five percent of the total project bid, or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
- 21.2 The disclosure of first-tier subcontractors under this subsection must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in the form provided in this bid document.
- 21.3 If the Bidder will not be using any Subcontractors that are subject to the above disclosure requirements, you are required to indicate "NONE" on the accompanying form.
- 21.4 THE OWNER MUST REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THIS INFORMATION BY THE STATED DEADLINE, EVEN IF NO SUBCONTRACTORS ARE LARGE ENOUGH TO BE DISCLOSED PER ORS 279C.370(3).

ARTICLE 22- CONFIDENTIALITY STATEMENT

- 22.1 The City of Canby abides by the public records laws of the State of Oregon. As such, bid documents are generally considered to be a matter of public record after the contract for work has been awarded. Information in a bid may or may not be considered to be exempt from public disclosure based on the following:
 - Trade secrets as identified in ORS 192.345(2);
 - Information submitted in confidence as identified in ORS 192.355(2).
- 22.2 If Bidder believes any portion of its bid contains information considered a trade secret under ORS 192.345(2), or otherwise is exempt from disclosure under the Oregon Public

Records Law, ORS 192.311 through 192.478, each page containing such information must include the following:

"This data is exempt from disclosure under the Oregon Public Records Law pursuant to ORS 192 and is not to be disclosed except in accordance with the Oregon Public Records Law, ORS 192.311 through 192.478."

- 22.3 Identifying the bid in whole as exempt from disclosure is not acceptable. Cost information submitted in response to an ITB is generally not considered a trade secret under Oregon Public Records Law. If bidder fails to identify the portions of the Bid which Bidder claims are exempt from disclosure, bidder is deemed to have waived any future claim of non-disclosure of that information.

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BID PROPOSAL

BID PROPOSAL

KONELL CONST. DEMO

To: Mr. Jerry Nelzen
Public Works Director
City of Canby
1470 NE Territorial Rd
Canby, OR 97013

JUNE 26, 2025

The undersigned is a (indicate one):

X RESIDENT _____ NON-RESIDENT

bidder as defined by ORS 279A.120, structured as (check one of the following and insert information requested):

- X a. A Corporation organized and existing under laws of the State of OREGON; or
_____ b. A Partnership registered under the laws of the State of _____; or
_____ c. An individual doing business under an assumed name registered under the laws of
the State of _____.

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the OWNER.

The bidder further declares that: a) they have examined the plans, specifications, and other proposed contract documents; b) they have determined the extent, character, and location of the proposed Work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the Work, and topography of the site of the Work; and c) they chose to personally inspect the site of the Work and have satisfied themselves as to the conditions of the Work and understands the listing of materials as included herein is brief and is intended only to associate the said quantities with detailed requirements of the contract documents.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project entitled:

**City of Canby
AUBURN FARMS PARK**

and all specified work appurtenant thereto, and in connection with this project for the OWNER with the time limit specified, and in accordance with plans, specifications and change order documents prepared by the ENGINEER for the sums set forth in the following schedule of prices, it being understood that the unit prices are independent of the exact quantities involved and that they represent a true measure of the labor and materials required to perform the Work.

The successful bidder agrees that if this proposal is accepted, bidder will execute the required documents and supply the required submittal information as specified herein, within the time frames established herein.

The successful bidder agrees to be substantially complete with all work within 210 calendar days of the Notice to Proceed and achieve final completion within 30 calendar days after issuance of the Certificate of Substantial Completion including punch list items.

In the event the successful bidder fails to achieve Substantial Completion or Final Completion of the project within the time limits specified or extended time limits as agreed upon, liquidated damages shall be paid to the OWNER or deducted from amounts due the Contractor, at the rate of Six Hundred Dollars (\$600.00) per calendar day until Substantial Completion is achieved, and/or until Final Completion is achieved. Sundays and legal holidays shall be excluded in determining the number of days in default.

BID SCHEDULE – AUBURN FARMS PARK:

ITEM	SPEC	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
Part 00200 - Temporary Features and Appurtenances						
1	0210	Mobilization	L.S.	1	96,000	96,000
2	0221	Temporary Work Zone Traffic Control, Complete	L.S.	1	6,105	6,105
3	0280	Erosion Control	L.S.	1	10,930	10,930
4	0280	Construction Entrance, Type 1	Each	1	5,100	5,100
5	0280	Concrete Washout Facility	Each	1	550	550
6	0280	Inlet Protection, Type 3	Each	8	60	480
Part 00300 - Roadwork						
7	0305	Construction Survey Work	L.S.	1	27,000	27,000
8	0310	Asphalt Pavement Sawcutting	L.F.	210	5	1,050
9	0320	Clearing and Grubbing	L.S.	1	90,000	90,000
10	0330	General Excavation	C.Y.	5,390	19	102,410
11	0331	12 Inch Subgrade Stabilization	S.Y.	120	8.50	1,020
Part 00400 - Drainage and Sewers						
12	0415	Mainline Video Inspection	L.F.	795	4.50	3,577.50
13	0430	4 Inch Drain Pipe	L.F.	215	27	5,805
14	0430	12 Inch ADS AdvanEdge Flat Pipe	L.F.	420	40	16,800
15	0445	4 Inch PVC Storm Sewer Pipe	L.F.	14	62	868

16	0445	6 Inch PVC Storm Sewer Pipe	L.F.	45	71	3,195
17	0445	8 Inch PVC Storm Sewer Pipe	L.F.	476	80	38,080
18	0445	4 Inch PVC Sanitary Sewer Pipe	L.F.	48	48	2,304
19	0445	6 Inch PVC Sanitary Sewer Pipe	L.F.	226	61	13,786
20	0470	Storm Sewer Cleanout	Each	5	500	2,500
21	0470	Catch Basin	Each	2	1600	3,200
22	0470	Catch Basin, Beehive Inlet	Each	4	1130	4,520
23	0470	Concrete Manhole, 48" Drywell	Each	1	22,000	22,000
24	0470	NDS Flo-Well Drywell	Each	1	470	470
25	0470	Sanitary Sewer Cleanout	Each	5	460	2,300
26	0470	Catch Basin, Splash Pad Area Drain	Each	1	2235	2235
27	0490	Adjusting Boxes	Each	1	490	490
28	0490	Connection to Existing Structures	Each	1	3060	3060
Part 00600 - Bases						
29	0640	Aggregate Base	TON	1,210	26.50	32,065
Part 00700 - Wearing Surfaces						
30	0744	Level 2, 1/2" ACP Mixture	TON	290	129	37,410
31	0749	Asphalt Walks	S.F.	13,147	4	52,588
32	0759	Concrete Curb, Standard Vertical Curb	L.F.	981	32	31,392
33	0759	Concrete Curb, Monolithic Curb & Gutter	L.F.	170	46	7,820
34	0759	Concrete Curb, Modified Mountable Curb	L.F.	20	63	1,260
35	0759	Concrete Driveways, Reinforced	S.F.	504	21	10,584
36	0759	Concrete Walks	S.F.	18,147	8	145,176
37	0759	Extra for New Curb Ramps	Each	2	2580	5,160
38	0759	Truncated Domes on New Surfaces	S.F.	28	29	812

Part 00800 - Permanent Traffic Safety and Guidance Devices

39	0815	Removable Bollards	Each	2	1050	2100
40	0860	Longitudinal Pavement Markings - Paint	L.F.	421	2	842
41	0867	Pavement Legend, Type E: Disabled Parking	Each	2	103	206
42	0867	Pavement Legend, Type E: "NO PARKING"	Each	1	52	52
43	0869	Curb Marking, Paint	L.F.	170	3	510

Part 00900 - Permanent Traffic Control and Illumination Systems

44	0905	Remove and Reinstall Existing Signs	L.S.	1	176	176
45	0930	Perforated Steel Square Tube Anchor Sign Supports	L.S.	1	3102	3102
46	0940	Signs, Standard Sheeting, Sheet Aluminum	S.F.	14	67	938
47	0960	Site Electrical System, Complete	L.S.	1	18,510	18510

Part 01000 - Right of Way Development and Control

48	1030	Permanent Seeding	Acre	0.15	13,750	2,062.50
49	1030	Water Quality Seeding	Acre	0.04	14,785	591.40
50	1030	Lawn Seeding	Acre	0.78	12,701	9,906.78
51	1040	Topsoil	C.Y.	1,140	47.50	54,150
52	1040	Deciduous Trees, 1.5" Cal.	Each	42	285	11,970
53	1040	Shrubs and Groundcover, 5 Gal.	Each	211	40	8,440
54	1040	Shrubs and Groundcover, 1 Gal.	Each	611	11.50	7,026.50
55	1040	Groundcover, 4" Pots	Each	345	6	2,070
56	1040	Bark Mulch	C.Y.	88	53	4,664
57	1050	CL-6 Black Vinyl Coated Chain Link Fence with Privacy Slats	L.F.	1,376	46	63,296
58	1050	4 Foot x 72 Inch Chain Link Single Gates	Each	1	465	465
59	1095	Benches	Each	13	2,495	32,435
60	1095	Picnic Tables	Each	15	1640	24,600

61	1095	Refuse Receptacles	Each	8	3460	27,680
62	1095	Bicycle Racks	Each	3	615	1,845
63	1095	Gazebo	Each	3	45,010	135,030
64	1095	Pet Waste Station	Each	2	985	1,970
65	1095	Drinking Fountain	Each	2	5,875	11,750
66	1095	Prefabricated Restroom	Each	1	142,750	142,750
67	1095	Splash Pad	L.S.	1	49,505	49,505
68	1095	Basketball Court	L.S.	1	24,205	24,205
69	1095	Synthetic Turf Surfacing - Pad	S.F.	9,376	24.60	230,649.60
70	1095	Synthetic Turf Surfacing - No Pad	S.F.	224	27.55	6,171.20
71	1095	Playground Equipment	L.S.	1	309,609.52	309,609.52
72	1095	Soccer Goal	L.S.	1	13,100	13,100
73	1095	Precast Concrete Wheelstop	Each	10	210	2,100
Part 01100 - Water Supply Systems						
74	1120	Irrigation System	L.S.	1	60,100	60,100
75	1140	3/4 Inch Potable Water Pipe, Fittings and Couplings with Class A Backfill	L.F.	407	26	10,582
76	1140	2 Inch Potable Water Pipe, Fittings and Couplings with Class B Backfill	L.F.	113	64	7,232
77	1150	2 Inch Double Check Valve Backflow Prevention Assembly	Each	1	4,980	4,980
78	1170	2 Inch Water Service Connection Piping	L.F.	38	354	13,452
TOTAL						2,090,927

Accompanying herewith is Bid Security, which is equal to five percent (5%) of the total amount of the Basic Bid.

The undersigned agrees, if awarded the Contract, to execute and deliver to the OWNER within fifteen (15) days after receiving the Contract forms, an Agreement and satisfactory Construction Performance and Construction Payment Bonds each in an amount equal to one hundred percent (100%) of the Contract sum, using forms provided therefor by the OWNER. The Surety requested to issue the Construction Performance Bond and Payment Bond will be:

TRAVELERS

(Name of Surety Company)

VICKI MATHER, ANCHOR INSURANCE, 503-224-2500
(Agent Name & Phone Number)

The undersigned hereby authorizes said Surety to disclose any information to the OWNER concerning the undersigned's ability to supply a Construction Performance Bond in the amount of the Contract.

The undersigned certifies that (1) this Bid has been arrived at independently and is being submitted without collusion with, and without any agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, or services described in the Advertisement for Bids designed to limit independent bidding or competition, (2) the contents of this Bid have not been communicated by the undersigned or its employees or agents to any person not an employee or agent of the undersigned or its surety on any bond furnished with the Bid and will not be communicated to such person prior to the official opening of the bids, and (3) if awarded the Contract, he will commence work within ten (10) calendar days after the date of Notice to Proceed and that he will complete the Work within the specified number of days set forth in the Agreement.

The undersigned certifies that he has received and duly considered the following Addenda to the specifications.

Addenda: No. ONE to No. FOUR + BID FORM inclusive.

The undersigned agrees if awarded the Contract, that he will comply with the provisions of the Contract Documents and will comply with the provisions of ORS 279C.800 and Oregon Prevailing Wage Rates.

Name of Firm KONELL CONSTRUCTION & DEMOLITION CORP.

Signature Andy Webber

Name ANDY WEBBER - PRESIDENT

Address 36000 SE INDUSTRIAL WAY, SANDY, OR 97055

Telephone No. / Email Address 503-668-3516 / ANDY@KONELL.NET

Construction Contractors Board No. # 122459

If Corporation,

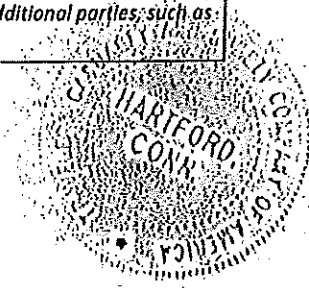
Attest: Andy Webber
ANDY WEBBER Secretary of Corporation

*If bid is by a partnership, then one of the partners must sign the bid.

BID BOND

BID BOND (PENAL SUM FORM)

Bidder Name: Address (principal place of business): Konell Construction & Demolition Corp. 36000 Industrial Way Sandy, OR 97055	Surety Name: Address (principal place of business): Travelers Casualty and Surety Company of America One Tower Square Hartford, CT 06183
Owner Name: Address (principal place of business): City of Canby 222 NE 2nd Ave. Canby, OR 97013	Bid Project (name and location): Auburn Farms Park 2041 N Locust Street Canby, OR 97013 Bid Due Date: June 26, 2025
Bond Penal Sum: Five Percent of the Total Amount Bid---- 5% Date of Bond: June 20, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Konell Construction & Demolition Corp. <small>(Full formal name of Bidder)</small>	Surety Travelers Casualty and Surety Company of America <small>(Full formal name of Surety) (corporate seal)</small>
By: <u>Andy Webber</u> <small>(Signature)</small>	By: <u>Jessl Wilmer</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>Andy Webber</u> <small>(Printed or typed)</small>	Name: <u>Jessl Wilmer</u> <small>(Printed or typed)</small>
Title: <u>President</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Lysa Morla Maxey</u> <small>(Signature)</small>	Attest: <u>Vicki Mather</u> <small>(Signature)</small>
Name: <u>Lysa Morla Maxey</u> <small>(Printed or typed)</small>	Name: <u>Vicki Mather</u> <small>(Printed or typed)</small>
Title: <u>Admin. Asst.</u>	Title: <u>Witness for Surety</u>
<small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small>	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this 16th day of February, 2024.



State of Connecticut

City of Hartford ss.

By:

Bryce Grissom

Bryce Grissom, Senior Vice President

On this the 16th day of February, 2024, before me personally appeared Bryce Grissom, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the 30th day of June, 2026



Anna P. Nowik

Anna P. Nowik, Notary Public

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

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

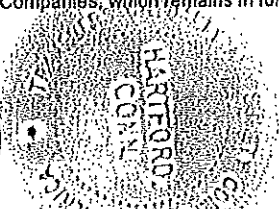
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

Dated this 20th day of June, 2025



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

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

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FIRST-TIER SUBCONTRACTOR DISCLOSURE



PROJECT NAME: AUBURN FARMS PARK

BID #: AUBURN FARMS PARK

BID CLOSING: Date: 6/26/25 Time: 2:00 PM

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

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

NAME	DOLLAR VALUE	CATEGORY OF WORK
(1) LARUSSO CONCRETE INC.	\$ 171,462	CONCRETE
(2) EAGLE ELSNER INC.	\$ 67,603.40	AC PAVE
(3) GLENCO	\$ 152,149	LANDSCAPE AND IRRIGATION
(4) GRABER FENCE CO	\$ 60,994	FENCE AND GATE
(5) GR MORGAN CONST	\$ 163,949	INSTALL PLAY EQP, LAWN, GAZEBO
(6) TERRACALL	\$ 19,190	SURVEY
(7) NORTH STAR	\$ 19,900	ELECTRICAL
(8)	\$	
(9)	\$	

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

Form submitted by (bidder name): Bruce McIntosh

BRUCE MCINTOSH - ESTIMATOR/PM

CELL

OFFICE

Contact name: BRUCE MCINTOSH

Phone no.: (503) 969-8083, 503-668-3516

ORS 279C.370 First-tier subcontractor disclosure. (1)(a) Within two working hours after the date and time of the deadline when bids are due to a contracting agency for a public improvement contract, a bidder shall submit to the contracting agency a disclosure of the first-tier subcontractors that:

- Will be furnishing labor or will be furnishing labor and materials in connection with the public improvement contract; and
 - Will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater, or \$350,000 regardless of the percentage of the total project bid.
 - For each contract to which this subsection applies, the contracting agency shall designate a deadline for submission of bids that has a date on a Tuesday, Wednesday or Thursday and a time between 2 p.m. and 5 p.m., except that this paragraph does not apply to public contracts for maintenance or construction of highways, bridges or other transportation facilities.
 - This subsection applies only to public improvement contracts ("projects") with a value, estimated by the contracting agency, of more than \$100,000.
 - This subsection does not apply to public improvement contracts that have been exempted from competitive bidding requirements under ORS 279C.335 (2).
- The disclosure of first-tier subcontractors under subsection (1) of this section must include the name of each subcontractor, the category of work that each subcontractor will perform and the dollar value of each subcontract. The information shall be disclosed in substantially the following [above] form:
 - A contracting agency shall accept the subcontractor disclosure. The contracting agency shall consider the bid of any contractor that does not submit a subcontractor disclosure to the contracting agency to be a non-responsive bid and may not award the contract to the contractor. A contracting agency is not required to determine the accuracy or the completeness of the subcontractor disclosure.
 - After the bids are opened, the subcontractor disclosures must be made available for public inspection.
 - A contractor may substitute a first-tier subcontractor under the provisions of ORS 279C.585.
 - A subcontractor may file a complaint under ORS 279C.590 based on the disclosure requirements of subsection (1) of this section.

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CONTRACT FOR CONSTRUCTION

CONTRACT FOR CONSTRUCTION

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT is dated as of the 5 day of Sept. in the year 2025 by and between

City of Canby

(hereinafter called OWNER) and

Konell Construction & Demolition Corp.

(hereinafter called CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents:

City of Canby AUBURN FARMS PARK

The scope of work includes construction of a new City park located at 2041 N Locust St, Canby, OR 97013 and improvements to the site frontage along N Locust Street. Park improvements include playground equipment, splash pad, basketball court and hoop, asphalt path, asphalt parking, prefabricated restroom building, landscaping, site furnishings, irrigation and site utilities. The estimated construction cost of this project is \$2.5 million.

ARTICLE 2 - ENGINEER

The Project has been designed by Harper Houf Peterson Righellis Inc, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

- 3.1 The Work will be substantially completed within 210 calendar days following Notice to Proceed and ready for final payment within 30 days after the date when the issuance of the Certificate of Substantial Completion including punch list items.
- 3.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with the Standard Specifications. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time.

Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER or the OWNER may withhold from amounts due the CONTRACTOR Six Hundred Dollars (\$600.00) for each day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete AND/OR for each day of delay beyond the deadline for Final Completion.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents

in current funds by check, an amount totaling

Two-Million Ninety Thousand Nine Hundred and Twenty-Seven and 00/100 Dollars

(\$ 2,090,927.00) as shown in the attached Bid Proposal

ARTICLE 5 - PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with the Standard Specifications and Special Provisions. Applications for Payment will be processed by OWNER as provided in the Standard Specifications and Special Provisions.

5.1 Progress Payments: Progress payments shall occur in accordance with ORS 279C.570 and the Standard Specifications.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

- a. 95% of the Work completed; and
- b. 95% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the value of the Contract Work completed, less such amounts as OWNER shall determine in accordance with the Standard Specifications and Special Provisions.

5.2 Final Payment: Upon final completion and acceptance of the Work in accordance with the Standard Specifications and Special Provisions, OWNER shall pay the remainder of the value of the Contract Work completed as provided in the Standard Specifications and Special Provisions.

ARTICLE 6 - INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project, when requested in accordance with ORS 279C.570

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- 7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 7.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

- 7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 8 - CONTRACT DOCUMENTS

- 8.1 Any Modification, including Change Orders, duly delivered after execution of Agreement.
- 8.2 This Agreement
- 8.3 Exhibits to this Agreement
- 8.4 Performance and other Bonds
- 8.5 Notice of Award
- 8.6 Special Provisions
- 8.7 Standard Specifications
- 8.8 Drawings & Specifications bearing the following general title:
- City of Canby
AUBURN FARMS PARK
- 8.9 Addenda numbers 4
- 8.10 Contractor's Bid.

There are no Contract Documents other than those listed above in this ARTICLE 8. The Contract Documents may only be altered, amended, or repealed by a Modification. In the event of a conflict between the Contract Documents, they shall be interpreted in the order listed above.

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in the Standard Specifications and Special Provisions shall have the meanings indicated in the Standard Specifications and Special Provisions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically by without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each bind himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 In the event a suit, arbitration or other legal action is required by either the OWNER or the CONTRACTOR to enforce any provisions of this Agreement, each party shall cover their own attorney's fees.

IN WITNESS WHEREOF, the parties hereto have signed three counterparts of this Agreement.

This Agreement will be effective on September 5, 2025.

Owner:

City of Canby
P.O. Box 930
Canby, OR 97013

By: [Signature]

Name/Title: Barry Early

Name/Title: City Administrator

Contractor:

Konell Construction & Demolition Corp.
36000 Industrial Way
Sandy, OR 97055

By: [Signature]

Name/Title: PRESIDENT

Attest: [Signature]

Address for giving notices:

Addendum No. 1

Project Title: Auburn Farms Park

Date Issued: June 4, 2025

Issued By: City of Canby Public Works Supervisor, Spencer Polack

Subject: Auto CAD Files & Special Provisions

This addendum is issued to modify, clarify, or amend the Request for Proposal (RFP) referenced above. All provisions of the original RFP remain in full force and effect except as specifically described in this document.

Questions & Answers:

Q1. We'd like to get the Auto CAD Files for earthworks volume takeoff verification

A1. Please follow link for CAD files: [Auburn Farms Park](#)

Q2. Special Provisions Documents

A1. Special Provisions Documents have been uploaded to the City's Website.

Addendum No. 2

Project Title: Auburn Farms Park

Date Issued: June 9, 2025

Issued By: City of Canby Public Works Supervisor, Spencer Polack

Subject: Planholder List & Insurance

This addendum is issued to modify, clarify, or amend the Request for Proposal (RFP) referenced above. All provisions of the original RFP remain in full force and effect except as specifically described in this document.

1. Do you have a current planholder list?

Q1. The City of Canby does not maintain a planholders list.

2. Will a Warranty or Maintenance Bond be required upon project completion?

Q2. A one-year maintenance bond will be required upon project completion.

3. Is Builders Risk Insurance required?

Q3. Builder's Risk Insurance is required.

Addendum No. 3

Project Title: Auburn Farms Park

Date Issued: June 17, 2025

Issued By: City of Canby Public Works Supervisor, Spencer Polack

Subject: New Submission Deadline

This addendum is issued to modify, clarify, or amend the Request for Proposal (RFP) referenced above. All provisions of the original RFP remain in full force and effect except as specifically described in this document.

1. New Submission Deadline

Original Deadline: June 19, 2025, at 2:00 pm

Revised Deadline: June 26, 2025, at 2:00 pm

All questions must be submitted by Friday, the 20th, no later than 2:00 pm. Questions and answers will be posted by Monday, the 23rd, by 2:00 pm.

Addendum No. 4

Project Title: Auburn Farms Park

Date Issued: June 23, 2025

Issued By: City of Canby Public Works Supervisor, Spencer Polack

Subject: Clarifications and Revisions

This addendum is issued to modify, clarify, or amend the Request for Proposal (RFP) referenced above. All provisions of the original RFP remain in full force and effect except as specifically described in this document.

Contractor Questions:

- 1) Can the onsite topsoil be stripped of grass, stockpiled and reused on the Project for Bid Item #51?

Answer: Yes. It will need to be free of organics and tested, just like the imported material, to ensure fertility. Material properties and testing requirements are defined within the project specification and special provisions section 01040. Also, this does not absolve the contractor from importing material if there is a deficit of quality topsoil on site.

- 2) Would Command Core Turf be an accepted approved equal for the playground turf?

Answer: Yes

- 3) Would Brock Pad Play 50 be an accepted approved equal for the playground Safety Pro Foam Pad?

Answer: Yes

- 4) Please verify Bid item #51 quantity

Answer: Topsoil was estimated using 40,164 sf of seeded areas at 6" deep and 10,524 Sf of shrub/ groundcover at a 12" min. depth. for a total of 1134 CY. 1140 CY estimate assumes additional topsoil will be needed for back fill in tree wells.

Prefabricated Restroom Design Clarification:

The aggregate under the precast restroom is included in Bid Item #66 per the project Special Provisions section 01095. Assume a frost depth of 12 inches.

Electrical Design Clarification:

Onsite electrical design is contractor design build. See Note #24 on sheet C2.2, Note #18 on sheet C2.3, Note "F" on sheet L1.1 and Project Special Provisions.

Clarification for Note 18 sheet C2.3 contractor to coordinate with DirectLink and Canby Utility to provide trench and backfill to the mechanical room of restroom building for utility services installed by Canby Utility for electrical meter and conduit path for future fiber.

Canby Utility to provide trench and/or bore path.

1" conduit to be installed to each Gazebo for the City to pull electrical from the electrical panel for future use.

Plan Sheet Revisions:

Sheet L1.2 - Include safety foam pro pad for all playground area. Remove area with turf section with - no pad

Bid Schedule Revisions:

Bid Item 69 - Synthetic Turf Surfacing - Pad – Revise quantity to 9,376

Bid Item 70 - Synthetic Turf Surfacing - No Pad - Revise quantity to 224

Special Provision Revisions:

Add:

01040.14 (b) Imported Topsoil – Replace with the following:

(b) Imported Topsoil – Furnish imported topsoil that when tested meets the following limits:

1. ASTM D 5268.
2. Acidity range (pH) of 5.5 to 7.
3. A minimum of 4 percent, and a maximum of 20 percent organic material content by volume.
4. A maximum of 25 percent decaying content by volume.
5. Free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
6. Textural Class Requirements: Topsoil textural analysis shall fall within the following gradations.

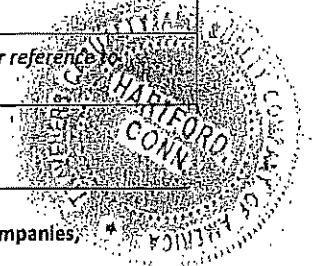
Textural Class % of	Total Weight	Average %
Sand (0.05-2.0mm dia.)	45 – 75	60%
Silt (0.002-0.05mm dia.)	15 – 35	25%
Clay (less than 0.002mm dia.)	05 – 20	15%

CONSTRUCTION PERFORMANCE BOND

PERFORMANCE BOND

Bond Number: 108318763

Contractor Name: Konell Construction & Demolition Corp. Address (principal place of business): 36000 Industrial Way Sandy, OR 97055	Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183
Owner Name: City of Canby Mailing address (principal place of business): 222 NE 2nd Ave. Canby, OR 97013	Contract Description (name and location): Auburn Farms Park 2041 N Locust St. Canby, OR 97013 Contract Price: \$2,090,927.00 Effective Date of Contract:
Bond Bond Amount: Two Million Ninety Thousand Nine Hundred Twenty-Seven & 00/100 (\$2,090,927.00) Date of Bond: <u>9-2-25</u> <small>(Date of Bond cannot be earlier than Effective Date of Contract)</small> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Konell Construction & Demolition Corp. <small>(Full formal name of Contractor)</small>	Surety Travelers Casualty and Surety Company of America <small>(Full formal name of Surety) (corporate seal)</small>
By: <u>Andy Webber</u> <small>(Signature)</small>	By: <u>Jessi Wimer</u> <small>(Signature) (Attach Power of Attorney)</small>
Name: <u>ANDY WEBBER</u> <small>(Printed or typed)</small>	Name: <u>Jessi Wimer</u> <small>(Printed or typed)</small>
Title: <u>PRESIDENT</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Andy Webber</u> <small>(Signature)</small>	Attest: <u>[Signature]</u> <small>(Signature)</small>
Name: <u>ANDY WEBBER</u> <small>(Printed or typed)</small>	Name: <u>Drew Rodden</u> <small>(Printed or typed)</small>
Title: <u>SECRETARY</u>	Title: <u>Witness for Surety</u>
<small>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</small>	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows:



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



State of Connecticut

City of Hartford ss.

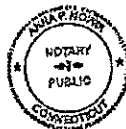
By: 

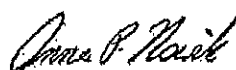
Bryce Grissom, Senior Vice President

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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





Anna P. Nowik, Notary Public

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

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

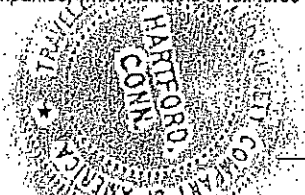
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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


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

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

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

Dated this **Tuesday** day of **19-2** - **2025**





Kevin E. Hughes, Assistant Secretary

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

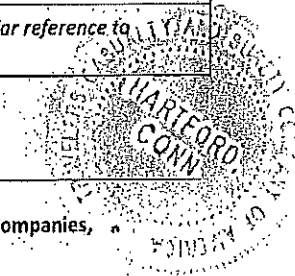
CONSTRUCTION PAYMENT BOND

CONSTRUCTION PAYMENT BOND

PAYMENT BOND

Bond Number: 108318763

Contractor Name: Konell Construction & Demolition Corp. Address (principal place of business): 36000 Industrial Way Sandy, OR 97055	Surety Name: Travelers Casualty and Surety Company of America Address (principal place of business): One Tower Square Hartford, CT 06183
Owner Name: City of Canby Mailing address (principal place of business): 222 NE 2nd Ave. Canby, OR 97013	Contract Description (name and location): Auburn Farms Park 2041 N Locust St. Canby, OR 97013 Contract Price: \$2,090,927.00 Effective Date of Contract:
Bond Bond Amount: Two Million Ninety Thousand Nine Hundred Twenty-Seven & 00/100 (\$2,090,927.00) Date of Bond: 9-2-25 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, Intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal <u>Konell Construction & Demolition Corp.</u> (Full formal name of Contractor)	Surety <u>Travelers Casualty and Surety Company of America</u> (Full formal name of Surety) (corporate seal)
By: <u>Andy Webber</u> (Signature)	By: <u>Jessi Wimer</u> (Signature) (Attach Power of Attorney)
Name: <u>ANDY WEBBER</u> (Printed or typed)	Name: <u>Jessi Wimer</u> (Printed or typed)
Title: <u>PRESIDENT</u>	Title: <u>Attorney in Fact</u>
Attest: <u>Andy Webber</u> (Signature)	Attest: <u>[Signature]</u> (Signature)
Name: <u>ANDY WEBBER</u> (Printed or typed)	Name: <u>Drew Rodden</u> (Printed or typed)
Title: <u>SECRETARY</u>	Title: <u>Witness for Surety</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:



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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **16th** day of **February, 2024**.



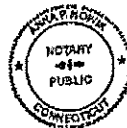
State of Connecticut

City of Hartford ss.

On this the **16th** day of **February, 2024**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

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



By:
Bryce Grissom, Senior Vice President

Anna P. Nowik, Notary Public

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

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

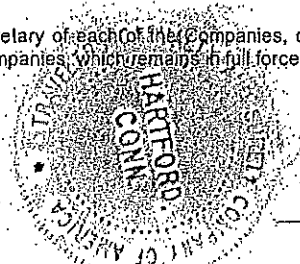
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

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

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

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

Dated this **Tuesday** day of **9-2**, **2025**



Kevin E. Hughes, Assistant Secretary

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

PREVAILING WAGE RATE FORMS

PREVAILING WAGE RATE FORMS

PREVAILING WAGE RATES FOR PUBLIC WORKS CONSTRUCTION

This project is subject to the State of OREGON BOLI Prevailing Wage Rates, effective as of the date of the Agreement effective date, which are in corporate by reference.

The current Prevailing Wage Rate Book is available online and can be viewed and printed in its entirety at:

<http://www.oregon.gov/boli/employers/Pages/prevailing-wage-rates.aspx>

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RESPONSIBILITY DETERMINATION FORM

Please complete the following and return with your bid submission. For any box not checked, please attach an explanation or other documentation to accompany such statement.

I certify that bidder (please mark any that are applicable):

☒ Has available the appropriate financial, material, equipment, facility and personnel resources and expertise, or has the ability to obtain the resources and expertise, necessary to meet all project responsibilities.

☒ Holds current licenses that businesses or service professionals operating in this state must hold in order to undertake or perform the work specified in the contract.

☒ Is covered by liability insurance and other insurance in amounts required in the solicitation documents.

☒ Has disclosed the bidder's first-tier subcontractors in accordance with ORS 279C.370.

☒ Has completed previous contracts of a similar nature with a satisfactory record of performance. For purposes of this subparagraph, a satisfactory record of performance means that to the extent that the costs associated with and time available to perform a previous contract remained within the bidder's control, the bidder stayed within the time and budget allotted for the procurement and otherwise performed the contract in a satisfactory manner.

☒ Has a satisfactory record of integrity. The City in evaluating the bidder's record of integrity may consider, among other things, whether the bidder has previous criminal convictions for offenses related to obtaining or attempting to obtain a contract or subcontract or in connection with the bidder's performance of a contract or subcontract.

☒ Is legally qualified to contract with the City.

☒ Complied with the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318.

☒ Supplied all necessary information in connection with the inquiry concerning responsibility.

☒ Does not owe a liquidated and delinquent debt to the state.

Bidder Signature: Andy Webber

Printed Name: ANDY WEBBER

Title: PRESIDENT

KONELL CONSTRUCTION / DEMOLITION

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PROJECT SPECIAL PROVISIONS



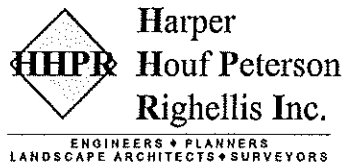
CITY OF CANBY, OREGON

AUBURN FARMS PARK

CLACKAMAS COUNTY

JUNE 2025

PREPARED BY:



EXPIRES: 12/31/2025

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PLANS

Auburn Farms Park

SPECIAL PROVISIONS

WORK TO BE DONE

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

1. Construct a new City park.
2. Construct frontage improvements along N Locust St.
3. Perform additional and Incidental Work as called for by the Specifications and Plans.

APPLICABLE SPECIFICATIONS

The Specifications that are applicable to the Work on this Project is the 2024 edition of the "Oregon Standard Specifications for Construction", as modified by these Special Provisions. All Sections in Part 00100 apply, whether or not modified or referenced in the Special Provisions.

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

The following general notes apply to the entirety of the referenced edition of the "Oregon Standard Specifications for Construction":

- Delete all references to ODOT eBIDS website and to electronic submission of bids by any means. They City shall only accept paper bid submissions.
- The City's standard drawings and the City's Design Manual shall take precedence in the case of any conflicts.
- Delete all references to DocExpress. The City of Canby uses email communications.

CLASS OF PROJECT

This is a City of Canby funded Project. No federal or state funds apply to this Project.

SECTION 00110 - ORGANIZATION, CONVENTIONS, ABBREVIATIONS AND DEFINITIONS

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

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

- ODOT Construction Section - Qualified Products List (QPL)
www.oregon.gov/ODOT/Construction/Pages/Qualified-Products.aspx
- ODOT Construction Surveying Manual for Contractors
www.oregon.gov/ODOT/ETA/Documents_Geometronics/Construction-Survey-Manual-Contractors.pdf

SECTION 00120 - BIDDING REQUIREMENTS AND PROCEDURES

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

00120.00 Prequalification of Bidders – Delete verbiage in this subsection and replace with the following:

Bidders must be pre-qualified with the Oregon Department of Transportation (ODOT) in accordance with the applicable parts of ORS 279 and ORS 701 and matters which can in any way affect the work hereof in order to enter into a Contract with the City of Canby.

Bids will only be accepted from bidders prequalified with the Oregon Department of Transportation (ODOT). Proof of pre-qualification must be submitted to the City prior to Notice to Proceed.

No bids for construction contracts shall be received or considered by the City unless the bidder is licensed with the Oregon Construction Contractors.

In accordance with **ORS 279C.830(2)**, the CONTRACTOR shall:

1. Have a public work bond filed with the Construction Contractors Board prior to starting work on the project, and
2. Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work.

00120.01 General Bidding Requirements – Delete verbiage in this subsection and replace with the following:

All bids must be paper bids and conform to the bidding requirements outlined in the Invitation to Bid.

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No bids for construction contracts shall be received or considered by the City unless the Bidder is licensed with the Oregon Construction Contractors.

In accordance with **ORS 279C.830(2)**, the CONTRACTOR shall:

- Have a public work bond filed with the Construction Contractors Board prior to starting work on the project, and

Include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work.

00120.05 Request for Plans, Special Provisions, and Bid Booklets – Delete verbiage in this subsection and replace with the following:

Project and bid documents are available on the City of Canby's website (www.canbyoregon.gov/rfps) for downloading. One set of construction plans and one set of specifications will be available for viewing at the office of Harper Houf Peterson Righellis Inc, 205 SE Spokane St. Suite 200, Portland, OR 97202. Bid documents are also available for purchase through Precision Images (503) 274-2030.

00120.15 Examination of Work Site and Solicitation Documents; Consideration of Conditions to be Encountered - Add the following to the end of this subsection:

Any explanation regarding the meaning or interpretation of contract documents must be requested in writing, with sufficient allowance of time for receipt of reply before the time of bid closing. Any such explanations or interpretations shall be made in the form of addenda to the documents and shall be furnished to all bidders, who shall submit all addenda with their bids. Oral explanations and interpretations made prior to the bid closing shall not be binding.

Bidders should carefully examine the bid and contract documents and familiarize themselves with the work site to fully acquaint themselves with all the conditions and matters which can in any way affect the work or the cost thereof.

Each bidder shall thoroughly examine and be familiar with legal and procedural documents, general conditions, specifications, drawings plans, addenda (if any), and all other Contract Documents. The submission of a bid shall constitute an acknowledgment upon which the City may rely, that the bidder is experienced in the uses and interpretation of plans and specifications such as those included in the Contract Documents and has thoroughly examined and is familiar with the Contract Document.

The failure or neglect of a bidder to receive or examine any of the Contract Documents, perform site investigations and/or other investigations or examinations shall in no way relieve the bidder from any obligations with respect to the bid or the contract. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents or existing site conditions.

00120.30 Changes to Plans, Specifications, or Quantities before Opening of Bids – Delete verbiage in this subsection and replace with the following:

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The City reserves the right to make necessary changes or corrections to the bid documents prior to the opening of bids and will post an Addenda to the City's website (www.canbyoregon.gov/rfps).

Bids opened and found not to be based on the changes or corrections may be considered non-responsive.

Bidders may comment on any specification or requirement contained within this Bid which they feel limits competition in the selection of a bid to perform the services herein defined. Protests shall detail the reasons and any proposed changes to the specifications. Such comments shall be formal in writing and are to be addressed to:

Jerry Nelzen, Public Works Director
Public Works
1470 NE Territorial Rd, OR 97013
(503) 266-0798
nelzenj@canbyoregon.gov

Such comments shall be submitted no later than **4:00 PM, Seven (7) Calendar Days prior to the date of Public Bid Opening**. No comments will be accepted after that time. Any substitutions for items specified will not be accepted without prior written approval of the City Engineer.

00120.40 Preparation of Bids – Delete this subsection and replace with the following:

- a) **Bid Documents** - Bidders must submit their proposals on the proposal form provided in the Bid Document. The blank spaces in the proposal must be filled in correctly where indicated for each and every item for which a quantity is given, and the bidders must state the unit prices, typed or written in ink, in numerals. Any correction to entries made on the proposal forms shall be initialed by the person signing the proposal. In case of discrepancy between the unit prices and amounts, the unit prices will govern. Alternative bids will not be considered unless specifically called for.

Bids submitted electronically or via telegraphic or FAX methods will not be considered.

Each bidder represents that his bid is based upon the specific materials and equipment, described in these Bid Documents. Specific manufacturer names and model numbers (if any) cited in the Specifications and Special Provisions indicate the required quality and features of items. Bidders wishing to provide items by different manufacturers shall request acceptance of their proposed substitutions in accordance with the following requirements:

No substitutions will be considered unless written request has been submitted to the City Engineer for approval prior to the closing date for bids. Each such request shall include a complete description of the proposed substitute, and any other data or information necessary for a complete evaluation. Substitutions will be accepted only with the understanding that the supplier guarantees substituted material or equipment to be equal or better than that specified and meets all requirements.

Accepted substitutes will be listed in addenda emailed to each person or firm recorded by the City Engineer as having received the Bid Documents and will be available for inspection on the City's website (www.canbyoregon.gov/rfps).

- b) **Financial Guarantee - Bid Guaranty, or Bid Security**, shall be submitted with the Bid Proposal and failure to submit shall be cause for rejection of the bid. The bidder, at his or her option, shall furnish a bid bond, cashier's check or a certified check made to the City of Canby for an amount equal to no less than five (5) percent of the total amount of the bid. Security deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening. Said bonds shall be in the form herein prescribed or approved substitute form and shall be the surety bonds of an incorporated surety company licensed to transact surety business in the state of Oregon and said bonds shall be in all respects satisfactory and acceptable to the City.
- c) **Disclosure of First-Tier Subcontractors** - In accordance with **ORS 279C.370**, when the contract value for a public improvement is greater than \$100,000, bidders are required to disclose information about First-Tier Subcontractors.

Within two working hours of the date and time of the deadline when the bids are due to the City for a public improvement, the bidder shall submit to the City a disclosure of the first-tier subcontractors that (A) will be furnishing labor, or will be furnishing labor and materials in connection with the public improvement, and (B) will have a contract value that is equal to or greater than five percent of the total project bid or \$15,000, whichever is greater; or \$350,000, regardless of the percentage of the total project bid.

The disclosure of first-tier subcontractors shall include the name of each subcontractor, the category of work that each subcontractor will perform, and the dollar value of each subcontract. This disclosure shall be submitted on the form as provided in these Bid Documents.

The First-Tier Subcontractor Disclosure Form may be submitted with the bid in the same envelope at the Bid Closing date and time. Those subcontractor lists submitted after the bid closing shall be delivered in a separate sealed envelope that clearly identifies the contents. However, the subcontractor lists **MUST** be submitted within two hours of the bid closing date and time.

The City shall consider the bid of any contractor that does not submit a subcontractor disclosure to the City prior to the date and time as noted above to be a nonresponsive bid and may not award the contract to that contractor. The City is not required to determine the accuracy or completeness of the subcontractor disclosure.

00120.45 Submittal of Bids – Delete verbiage in this subsection and replace with the following:

All bids must be submitted to the Public Works Director and prepared in a sealed envelope bearing on the outside the name and address of the bidder, the name of the project for which

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the bid is submitted, the time and date of the **Public Bid Opening**, and addressed to **Jerry Nelzen, Public Works Director**, at Public Works as listed in Section 00120.30.

If the bid is forwarded by mail, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope addressed as specified above.

Bids shall be submitted prior to the time fixed in the Invitation to Bid as advertised and included with these Bid Documents. Bids received after the time so designated will be considered late bids and will be returned unopened. No responsibility will be attached to any official of the City for the premature opening of, or the failure to open, a bid not properly addressed and identified.

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

00120.60 Revision or Withdrawal of Bids – Delete verbiage in this subsection and replace with the following:

Revised Bids - Bid revision(s) are allowed after an original submission only if prior to the bid opening date/time. Revision must be in a sealed envelope and signed by an authorized individual. Revisions must be complete replacement of original submittal and include bid schedule, bid guarantee, signature page, addendum and all other documents required for submittal.

Withdrawn Bids - Bids may be withdrawn at any time prior to the date and time of Bid Closing upon written or email request of the bidder. Negligence on the part of the bidder in preparing his or her bid shall not constitute a right to withdraw their bid after it has been opened.

00120.90 Disqualification of Bidders – Add the following paragraph to the end of this subsection:

A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a direct bid on his or her own behalf.

00120.95 Opportunity for Cooperative Arrangement – Delete this sub-section in its entirety.

SECTION 00130 - AWARD AND EXECUTION OF CONTRACT

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

00130.10 Award of Contract – Starting at the paragraph that states, "The Agency will provide Notice of Intent to Award on the ODOT procurement Office..." remove this and remainder of section and replace with the following:

The Agency will post the Notice of Intent to Award on the City webpage at <https://www.canbyoregon.gov/rfps>

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The Award will not be final until the later of the following:

- Three working days after the Notice of Intent to Award has been posted.
- The Agency has provided a written response to each timely protest, denying the protests and affirming the Award or as written in a mutual agreement

If the Agency accepts a Bid and awards a Contract, the Agency will send the successful Bidder written notice of acceptance and Award in the form of a Notice of Award.

Notice of Award and Contract booklet ready for execution will be sent within **30 Calendar Days** of the opening of Bids or within the number of Calendar Days specified in the Special Provisions or a written mutual agreement.

00130.15 Right to Protest Award – Delete verbiage in this subsection and replace with the following:

The *Notice of Intent to Award* by the City shall constitute a final decision of the City to award the contract if no written protest of the award is filed with the City Engineer within **Seven (7) Calendar Days** of the *Notice of Intent to Award*. If a protest is timely filed, the *Notice of Intent to Award* is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. The *Notice of Intent to Award* and any written decision denying protest shall be sent to every bidder who provided an address.

Right to Protest. Any actual bidder who is adversely affected or aggrieved by the City's *Notice of Intent to Award* to another bidder on the same solicitation shall have **Seven (7) Calendar Days** after *Notice of Intent to Award* to submit to the City Engineer a written protest of the award. The written protest shall specify the grounds upon which the protest is based. In order to be an adversely affected or aggrieved bidder with a right to submit a written protest, a bidder must be next in line for award, i.e. the protester must claim that all higher rated bidders are ineligible for award because they are non-responsive or non-responsible. The City will not entertain protests submitted after the time period established in this rule.

00130.40 Contract Submittals - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in subsections (a), (b) and (c) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

00130.50 Execution of Contract and Bonds - Add the following paragraph to the end of this subsection:

The Agency, in its sole discretion, may require execution of documents identified in subsection (a) with a form of electronic signature (including but not limited to sealing and signing) acceptable to the Agency.

00130.50(a) By the Bidder – Add the following to the end of this subsection:

All documents shall be submitted at the preconstruction meeting.

SECTION 00140 - SCOPE OF WORK

Comply with Section 00140 of the Standard Specifications.

SECTION 00150 - CONTROL OF WORK

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

00150.15(b) Agency's Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Agency will perform the responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.5 (see Section 00305).

00150.15(c) Contractor's Responsibilities - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall perform the Contractor responsibilities described in the *Construction Surveying Manual for Contractors*, Chapter 1.6 (see Section 00305).

The Contractor shall perform slope staking including intersections and set stakes defining limits for clearing which approximate Right-of-Way and easements.

00150.50(c) Contractor's Responsibilities – Replace the bullet that begins “In addition to the notification required...” with the following bullet:

- In addition to the notification required in OAR 952-001-0090(7), notify the Engineer and the Utility as soon as the Contractor discovers any previously unknown Utility conflicts or issues. Contrary to the OAR, stop excavating until directed by the Engineer and allow the Utility a minimum of two weeks to relocate or resolve the previously unknown Utility issues; and

Add the following subsection:

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

Table 00150-1

Utility	Phone Number
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Canby Utility Board	503-266-1156
Direct Link	
Northwest Natural Gas	971-277-4474
Portland General Electric	503-255-4634

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

Canby Utility Board, Portland General Electric - Power Suppliers -

Energized power lines overhang portions of the Work. The Contractor shall maintain at least 10 feet of safety clearance. Exceptions require written approval from the Power Supplier(s) and may require an on-site safety watcher, at no cost to the Contractor. The Contractor shall provide the Engineer a copy of the written approval of exception before beginning Work.

Add the following subsection:

00150.50(g) Utility Information (Anticipated Relocations):

The organizations list in Table 00150-2 may be adjusting Utilities within the limits of the Project during the period of the Contract.

Table 00150-2

Utility	Phone Number	Estimated Completion Date
Canby Telephone	800-778-9140	Contractor to coordinate
Astound Broadband	800-762-0592	Contractor to coordinate
Direct Link		Contractor to coordinate

The Contractor shall contact the Engineer to view the approved utility relocation Plans.

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

SECTION 00160 - SOURCE OF MATERIALS

Comply with Section 00160 of the Standard Specifications.

SECTION 00165 - QUALITY OF MATERIALS

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

00165.03 Testing by Agency – Delete verbiage in this subsection and replace with the following:

No testing will be performed by the Agency. All testing shall be the responsibility of the Contractor.

00165.04 Costs of Testing – Delete verbiage in this subsection and replace with the following:

All required materials testing will be considered incidental to the bid item for which is being tested. (e.g. Asphalt for an asphalt bid item, rock for a rock bid item, concrete for a concrete item, etc.). No additional payment will be made for any required materials testing.

SECTION 00170 - LEGAL RELATIONS AND RESPONSIBILITIES

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

00170.08 Electronic Document Management – Delete verbiage in this subsection and replace with the following:

Following Notice to Proceed, the Contractor shall submit all documents for this Contract to the Engineer and Agency via email unless hard copy format are specifically requested. Only documents submitted by the Contractor and recorded as received will be considered valid. Documents submitted according to this Subsection, from the Agency to the Contractor and from the Contractor to the Agency, are official documents for the Contract and will be accepted as such by both parties.

(b) Digital Signatures and Requirements – Delete the verbiage in this subsection and replace with the following:

Digital signatures for documents are permitted after the Notice To Proceed has been issued.

00170.20 Public Works Bond – Add the following paragraph to the end of this subsection:

All bonds shall be written through companies rated with A.M. Best rating of A or better

00170.61(a) Workers' Compensation - Replace this subsection, except for the subsection number and title, with the following:

The Contractor shall provide workers' compensation coverage for on-the-job injuries as required by 00170.70(e).

00170.65(b)(1) Minimum Wage Rates – Replace the paragraph that begins "The Bureau of Labor and Industries (BOLI) ..." with the following paragraph:

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The Bureau of Labor and Industries (BOLI) determines and publishes the existing State prevailing wage rates in the publication *Prevailing Wage Rates for Public Works Contracts*. The Contractor shall pay workers not less than the specified minimum hourly wage rate according to ORS 279C.838 and ORS 279C.840, and shall include this requirement in all subcontracts.

00170.70(a) Insurance Coverages – Add the following to the end of this subsection:

The following Contractor's General Liability which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor are required pursuant to this subsection:

a. General Aggregate	\$2,000,000
b. Products – Completed Operations Aggregate	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury And Property Damage)	\$1,000,000
e. Property Damage Liability Insurance will Provide Explosion, Collapse, and Underground Coverages where Applicable	\$1,000,000
f. Excess or Umbrella Liability	
1) General Aggregate	\$1,000,000
2) Each Occurrence	\$1,000,000

00170.70(d) Additional Insured – Replace the paragraph that begins "The liability insurance coverages of 00170(a)..." with the following paragraph:

Contractor shall name the following as Additional Insured under the Contract:

- City of Canby and its officers, agents, and employees
- Harper Houf Peterson Righellis Inc, its officers, agents, employees and subconsultants
- Submit Additional Insured Endorsement with the Certificate(s) of Insurance on forms acceptable to the City

00170.70(g) Certificate(s) of Insurance – Replace the bullet that begins "List the State of Oregon..." with the following bullet:

List the following as a Certificate holder and endorse as an Additional Insured:

- City of Canby and their respective officers, members, agents and employees
- Harper Houf Peterson Righellis Inc, its officers, agents, employees and subconsultants

00170.72 Indemnity/Hold Harmless – Add the following paragraph and bullet(s) to the end of this subsection:

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

- City of Canby and their respective officers, members, agents and employees
- City of Canby City Councilors

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- Harper Houf Peterson Righellis Inc, its officers, agents, employees and subconsultants

SECTION 00180 - PROSECUTION AND PROGRESS

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

00180.21(a) General – Replace the bullet that begins " If the Subcontractor is providing any..." with the following bullet:

- If the Subcontractor is providing any of the insurance coverages as permitted under 00170.70(a), the Agency will respond within 35 Calendar Days after the Engineer's receipt of the request. (28 Calendar Days for the Agency to review and approve the Certificates of Insurance required by 00170.70(g) plus 7 Calendar Days to review and approve the subcontract request.)

Add the following subsection:

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

Limitations	Subsection
Cooperation with Utilities	00150.50
Contract Time	00180.50(h)
Closed Lanes	00220.40(e)(1)
Opening Sections to Traffic.....	00744.51

The Contractor shall be aware of and subject to schedule limitations in the Standard Specifications that are not listed in this subsection.

00180.41 Project Work Schedules -

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

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

00180.42 Preconstruction Conference - Add the following to the end of this subsection:

The Contractor shall conduct a group Utilities scheduling meeting with representatives from the Utility companies involved with this Project and the Engineer before the preconstruction conference. The Contractor shall incorporate the Utilities time needs into the Contractor's schedule submitted at the preconstruction conference.

Add the following subsection:

00180.50(h) Contract Time - There is one Contract Time on this Project as follows:

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The Contractor shall complete all Work to be done under the Contract within 210 calendar days of the Notice to Proceed.

SECTION 00190 - MEASUREMENT OF PAY QUANTITIES

Comply with Section 00190 of the Standard Specifications.

SECTION 00195 - PAYMENT

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

00195.10 Payment For Changes in Materials Costs – No escalation/de-escalation clauses are included in this contract.

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

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

00195.50 Progress Payments and Retained Amounts – Modify these subsections as follows:

(a) Progress Payments

(1) Progress Estimates – Delete the first sentence in this subsection and replace with the following:

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

(4) Limitations on Value of Work Accomplished – Delete the phrase "Engineer's estimate" in this subsection and replace with the following:

"Contractor's estimate"

(b) Retainage – Delete the first paragraph in this subsection and replace with the following:

The amount to be retained from progress payments will be 5.0% of the value of Work accomplished and will be retained in one of the forms specified in subsection 00195.50(c), including the modifications specified below. The City will withhold Retainage from all force account and change order work.

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(c) Forms of Retainage – Delete the first paragraph in this subsection and replace with the following:

Forms of acceptable retainage are set forth below in sub-section 00195.50(c)(1) through (3). "Cash, Alternate B" is the City-preferred form of retainage. Unless the Contractor notifies the City otherwise in writing, the City will automatically hold retainage per sub-section 00195.50(c)(2) "Cash, Alternate B (No Interest Earned)." If the City incurs additional costs as a result of the Contractor's election to use "Bonds and Securities", the City may recover such costs from the Contractor by a reduction of the final payment.

(c)(1) Cash, Alternate A – Replace this subsection, except for the subsection number and title, with the following:

Retainage will be deducted from progress payments and held by the Agency until final payment is made according to 00195.90, unless otherwise specified in the Contract.

Except as otherwise provided, the Agency will deposit the cash retainage withheld in an interest bearing account, established through the State Treasurer for the benefit of the Agency, as required by ORS 279C.560(5). Interest earned on the account shall accrue to the Contractor. Amounts retained and interest earned will be included in the final payment made according to 00195.90, unless otherwise specified in the Contract.

Any retainage withheld on Work performed by a Subcontractor will be released to the Contractor according to 00195.50(d).

(c)(2) Cash, Alternate B (Retainage Surety Bond) - Replace this subsection with the following:

(c)(2) Cash, Alternate B (No Interest Earned)

Retainage will be deducted from progress payments and held by the City until final payment is made.

SECTION 00196 - PAYMENT FOR EXTRA WORK

Comply with Section 00196 of the Standard Specifications.

SECTION 00197 - PAYMENT FOR FORCE ACCOUNT WORK

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

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

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

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

Subsection	Percent
00197.10 Materials	19
00197.20 Equipment	19
00197.30 Labor	29
00197.40 Special Services	19

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

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

SECTION 00199 - DISAGREEMENTS, PROTESTS, AND CLAIMS

Comply with Section 00199 of the Standard Specifications modified as follows.

00199.40 Claim Decision; Review; Exhaustion of Administrative Remedies – Delete verbiage in this subsection and replace with the following:

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

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

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

If the Contractor does not accept the Project Managers decision, then the Contractor shall commence any suit or action to collect or enforce any claim filed in accordance with 00199.30 within a period of one (1) year following the mailing of the decision or within one (1) year following the date of "Second Notification", whichever is later. If said suit or action is not commenced in said one (1) year period, the Contractor expressly waives any and all claims for additional compensation and any and all causes of suit or action for the enforcement thereof that he might have had.

SECTION 00210 - MOBILIZATION

Comply with Section 00210 of the Standard Specifications.

SECTION 00220 - ACCOMMODATIONS FOR PUBLIC TRAFFIC

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

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

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

SECTION 00221 - COMMON PROVISIONS FOR WORK ZONE TRAFFIC CONTROL

Comply with Section 00221 of the Standard Specifications modified as follows:

00221.06 Traffic Control Plan - Replace this subsection with the following subsection:

00221.06 Traffic Control Plan and Tourist-Oriented Directional and Business Logo Signs –

(a) Traffic Control Plan - Submit one of the following, 5 Calendar Days before the preconstruction conference:

(1) Agency Traffic Control Plan - If the Contractor intends to use the Agency TCP without modification, a written notification indicating that the Agency TCP will be used without modification.

(2) Contractor-Modified Traffic Control Plan - The Contractor may request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor. Do not use a modified TCP, or a TCP developed by the Contractor, unless approved by the Engineer. Use the Agency TCP unless a modified TCP, or a TCP developed by the Contractor is accepted.

The Engineer is not obligated to consider any modified Agency TCP or a TCP developed by the Contractor. The Agency will not be liable to the Contractor for failure to accept or act upon any request for a modified Agency TCP or a TCP developed by the Contractor.

To conserve time and funds, the Contractor may first submit a written request for a preliminary review by the Engineer. The request should contain a description of the proposal together with a rough estimate of anticipated dollar and time impacts. The

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Engineer will, within a reasonable time, respond to the Contractor in writing whether or not the request would be considered by the Agency.

If requesting a Contractor-modified Agency TCP, or a TCP developed by the Contractor, at a minimum the request shall meet all requirements of the Contract documents and comply with the Project transportation management plan (TMP). Provide the following information:

- Stamped Working Drawings according to 00150.35 that include the proposed TCP showing all TCM and quantities of TCD.
- A TPAR plan that includes:
 - Details and features used to provide pedestrian accessibility.
 - Pedestrian staging Plans at a scale no smaller than 1 inch = 50 feet.
 - Temporary alternate facilities or detour routes for pedestrian traffic.
- Staging sequences and details for Work affecting vehicular, pedestrian, and bicycle traffic.
- Proposed order and duration of the TCM.
- A detailed temporary striping plan.

If the Contractor's request to use a Contractor-modified Agency TCP, or a TCP developed by the Contractor is approved in whole or in part, acceptance will be made by a Change Order.

The Engineer will establish prices that represent a fair measure of the value of Work to be added, changed, or deleted as a result of any accepted modifications to the Agency TCP or an accepted TCP developed by the Contractor.

Once a TCP has been accepted by the Engineer, any additional modifications must be submitted by the Contractor for Agency review following the procedure described above. The Engineer is not obligated to consider additional modifications to a previously approved TCP.

(b) Tourist-Oriented Directional and Business Logo Signs - Submit one of the following for approval, at least 5 Calendar Days before the preconstruction conference:

(1) No Signs - If there are no tourist-oriented directional (TOD) or business logo signs on the Project, a written notification that no TOD or business logo signs exist within the Project limits or

(2) Signs - Submit one copy of a sketch map of the Project showing all existing TOD and business logo signs and a written narrative describing how these signs will be kept in service and protected throughout all the construction stages. If modifications are necessary, submit updated information to the Engineer for approval at least 21 Calendar Days before the change is needed.

00221.90(b) Temporary Protection and Direction of Traffic – Replace the bullet that begins “Providing, Surfacing, maintain...” with the following bullet:

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- Providing, surfacing, maintaining, removing, and restoring the TPAR.

SECTION 00222 – TEMPORARY TRAFFIC CONTROL SIGNS

Comply with Section 00222 of the Standard Specifications modified as follows:

00222.40(e) Temporary Sign Placement - Add the following to the end of the bullet list:

- At least ten Calendar Days before closing the sidewalk, place a "SIDEWALK CLOSED, Full Time" (CW11-4) sign in advance of each future closure point. Locate the sign so it is legible from the nearest alternate pedestrian pathway facing incoming pedestrian traffic. The sign may be mounted between the panels of a Type II barricade or on a single-post TSS. Do not place the sign or sign support such that it narrows the pedestrian pathway to a width of less than 4 feet.
- Before opening the TPAR, place TPAR signing and other TCM as shown, or as directed. Maintain the "SIDEWALK CLOSED, Full Time" (CW11-4) signs while the TPAR is open to pedestrian traffic.

SECTION 00280 - EROSION AND SEDIMENT CONTROL

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

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

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

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

00280.04 Erosion and Sediment Control Plan on Agency Controlled Lands - Replace the bullet that begins "Information required under 1200-CA..." with the following bullet:

- Information required under 1200-CA permit, if applicable.

00280.06 Erosion and Sediment Control Manager - Delete this subsection.

00280.16(k) Active Treatment System – Add the following sentence to the end of this subsection:

Obtain approval of the active treatment system from DEQ prior to use.

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00280.41(f) Hauling Material – Replace this subsection, except for the subsection number and title, with the following:

Cover loads carrying soil or sediment which may generate dust. Haul saturated loads in water tight beds or drain saturated loads prior to leaving the Project Site.

00280.41(g) Underground Injection Controls (UIC) – Replace this subsection, except for the subsection number and title, with the following:

Do not allow storm water from work area to enter Underground Injection Control (UIC) inlets, UIC catch basins or UIC wells.

00280.62 Inspecting and Monitoring – Delete the paragraph that begins "Inspect the Project Site..."

00280.62(a) Inspection - Replace the paragraph that begins "Perform site inspection, complete..." with the following paragraph:

Inspect the Project Site and all ESC devices for Effective Function and potential erosion or sediment movement and complete all applicable parts of the ODOT Erosion Control Monitoring Form, and submit the form to the Agency as follows:

00280.64(a) Corrective Action Timelines – Delete the bullet that begins "If completion of corrective action is not feasible..."

Delete the bullet that begins "Provide a schedule for clean-up and corrective actions..."

Delete the bullet that begins "Provide all corrective action documentation and photographs..."

SECTION 00290 - ENVIRONMENTAL PROTECTION

Comply with Section 00290 of the Standard Specifications.

SECTION 00305 - CONSTRUCTION SURVEY WORK

Comply with Section 00305 of the Standard Specifications.

SECTION 00310 - REMOVAL OF STRUCTURES AND OBSTRUCTIONS

Comply with Section 00310 of the Standard Specifications.

SECTION 00320 - CLEARING AND GRUBBING

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

00320.40(c) Tree and Vegetation Trimming - Replace the bullet that begins "Trim branches obstructing sight..." with the following bullet:

- Trim and remove branches, vegetation, or other materials obstructing sight distance at intersections or impairing visibility of signs, signals, illumination, and other TCD.

SECTION 00330 - EARTHWORK

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

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

Perform all earthwork under this Section on the excavation basis.

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

00330.43(d) Small, Irregular Fill Areas – Replace the paragraph that begins "The density requirements of 00330.43 do not apply..." with the following paragraph:

The density requirements of 00330.43 do not apply to irregular fill areas outside of the travel lanes that have a total volume of no more than 150 cubic yards at each location. Construct these areas according to the following:

00330.91(d) General Excavation - Delete the bullet that begins "Includes Unsuitable Material...".

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

SECTION 00331 - SUBGRADE STABILIZATION

Comply with Section 00331 of the Standard Specifications.

SECTION 00350 - GEOSYNTHETIC INSTALLATION

Comply with Section 00350 of the Standard Specifications.

SECTION 00405 - TRENCH EXCAVATION, BEDDING, AND BACKFILL

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Comply with Section 00405 of the Standard Specifications.

SECTION 00406 - TUNNELING, BORING, AND JACKING

Comply with Section 00406 of the Standard Specifications.

SECTION 00415 - VIDEO PIPE INSPECTION

Comply with Section 00415 of the Standard Specifications modified as follows:

Add the following subsection:

00415.02 Definitions:

Flexible Pipe - Pipes constructed of corrugated metal are considered Flexible Pipes.

Rigid Pipe - Pipes constructed of concrete and ductile iron are considered Rigid Pipes.

Thermoplastic Pipe - Pipes constructed of polyvinyl chloride, polyethylene, and polypropylene are considered Thermoplastic Pipe.

00415.20(b) Transporter - Replace the paragraph that begins "Use an all-wheel..." with the following paragraph:

Use an all-wheel drive or track mounted transporter capable of inspecting pipes ranging in size from 12 to 60 inches in diameter. Provide a transporter with an adjustable operating speed while recording not to exceed 30 feet per minute.

00415.41 Pre-Installation Video Inspection - Replace the paragraph that begins "Perform a pre-installation video inspection..." with the following paragraph:

Perform a pre-installation video inspection at least 5 Calendar Days before beginning Work. Begin Inspection at one end of the pipe and proceed through the entire pipe length at a speed not greater than 30 feet per minute. Move the camera through the pipe, along the approximate center of the pipe, and provide a continuous 360 degree pan of each pipe joint. Stop and record all cracks, deformities, and defects to document the pipe condition, including the location of all lateral connections to the mainline.

00415.42 Post Installation Video Inspection - Replace the paragraph that begins "Perform post construction video inspection..." with the following paragraph:

Perform post construction video inspection according to 00415.40 and 00415.41. Video inspect the pipe interior no sooner than 30 Days after the trench backfill and compaction have been completed, and before any paving is performed. If the Contract duration does not permit a 30-Day waiting period, the Engineer may allow the inspection when the compacted backfill reaches a minimum of 2 feet above the pipe crown.

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00415.42(a) Deflection Testing for Flexible Pipe - Replace this subsection with the following subsection:

00415.42(a) Post Installation Deflection Testing - Perform post construction deflection testing for all Flexible Pipe and Thermoplastic Pipe as described.

- Flexible Pipe for new pipe installations and extensions greater than 15 feet in length.
- Thermoplastic Pipe for new pipe installations and extensions greater than 10 feet in length.

If any portion of the new pipe interior is not accessible for a visual inspection, then perform deflection testing for the entire installation of new pipe or extension regardless of pipe length.

Use one of the approved following methods:

00415.42(a)(1) Remote Video Inspection with Laser Profiler – Replace the paragraph that begins “Calibrate and perform...” with the following paragraph:

For pipe 48 inches or less in diameter, calibrate, and perform deflection inspection according to ASTM F3080. Use video inspection equipment meeting the requirements of 00415.22.

00415.42(a)(2) Manual Deflection Test - Replace the paragraph that begins “Use equipment meeting...” with the following paragraph:

For pipes larger than 48 inches and when the entire length of the pipe is accessible, use equipment meeting the requirements of 00415.23.

00415.71 Corrections to Deficiencies in Work - Replace the paragraph that begins “Where the pipe deflection...” with the following paragraph:

Where the pipe deflection is greater than 5 percent and less than 7.5 percent of the nominal diameter, submit a remediation plan to the Engineer. The remediation plan must be a stamped Working Drawing according to 00150.35. Replace pipe where the deflection exceeds 7.5 percent of the nominal diameter at no additional cost to Agency.

SECTION 00430 - SUBSURFACE DRAINS

Comply with Section 00430 of the Standard Specifications modified as follows:

00430.90 Payment – Add the following Pay Item:

- (c) 12 Inch ADS AdvanEdge Flat Pipe..... Foot

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

Comply with Section 00445 of the Standard Specifications.

SECTION 00470 - MANHOLES, CATCH BASINS, AND INLETS

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

00470.90 Payment – Add the following Pay Items:

(l) Storm Sewer Cleanout.....	Each
(m) NDS Flo-Well Drywell.....	Each
(n) Sanitary Sewer Cleanout.....	Each

SECTION 00490 - WORK ON EXISTING SEWERS AND STRUCTURES

Comply with Section 00490 of the Standard Specifications.

SECTION 00640 - AGGREGATE BASE AND SHOULDERS

Comply with Section 00640 of the Standard Specifications modified as follows:

00640.10 Materials – Replace sentence with: "Aggregate shall be $\frac{3}{4}$ " – 0. Use clean, hard, durable aggregate, reasonably well-graded from the maximum size to dust.

SECTION 00730 - EMULSIFIED ASPHALT TACK COAT

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

00730.11 Emulsified Asphalt – Replace the sentence that begins "Furnish CSS-1, CSS-1h..." with the following sentence:

Furnish CSS-1, CSS-1h, CMS-2, CMS-2S, CMS-2h, CRS-1, CRS-2, HFRS-2, HFMS-2 or HPTC as selected by the Contractor.

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

No separate or additional payment will be made for Emulsified Asphalt tack coat. Approximately 0.05 Tons of Emulsified Asphalt in tack coat will be required on this Project.

SECTION 00744 - ASPHALT CONCRETE PAVEMENT

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

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

Provide PG 58-28 grade asphalt cement for this Project.

SECTION 00749 - MISCELLANEOUS ASPHALT CONCRETE STRUCTURES

Comply with Section 00749 of the Standard Specifications modified as follows:

00749.14 Concrete - Delete this subsection.

SECTION 00759 - MISCELLANEOUS PORTLAND CEMENT CONCRETE STRUCTURES

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

00759.11 Aggregate Base - Replace this subsection, except for the subsection number and title, with the following:

Furnish Aggregate Base Materials for Base, foundation courses, Leveling courses, or bedding meeting the requirements of 00640.10 or dense graded Base Aggregate in 00641.10 as appropriate and included in the Special Provisions.

00759.22(a) Qualified Smart Levels – Replace this subsection, except for the subsection number and title, with the following:

Slopes will be measured with the use of a 24 inch SmartTool level model 92379 or model 92500, and a 6 inch SmartTool level model 92346 or 92510.

00759.42 Foundations - Replace this subsection with the following subsection:

00759.42 Aggregate Base - Before placing concrete, prepare underlying Aggregate Base surfaces according to Section 00641.

00759.51 Curing - Add the following paragraph to the end of this subsection:

Concrete Structures may be opened to Public Traffic before 7 Calendar Days if the concrete has reached a minimum compressive strength of 2,000 psi as verified by the rebound number determined according to ASTM C805. Test at locations as directed.

SECTION 00815 - BOLLARDS

Comply with Section 00815 of the Standard Specifications.

SECTION 00850 - COMMON PROVISIONS FOR PAVEMENT MARKINGS

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

00850.30 Manufacturer's Representative - Replace this subsection, except for the subsection number and title, with the following:

For Sections referencing 00850.30, the services of a manufacturer's representative are not required. Place Pavement markings only when the Pavement is ready for the Pavement marking material according to the manufacturer's installation instructions.

SECTION 00860 - LONGITUDINAL PAVEMENT MARKINGS - PAINT

Comply with Section 00860 of the Standard Specifications modified as follows:

00860.45 Installation - Replace this subsection, except for the subsection number and title, with the following:

Apply painted longitudinal Pavement markings as follows:

- Apply one application at thickness of 15 mils wet, equivalent to 17 gallons per mile for a 4 inch wide solid stripe.
- Apply reflective elements at a minimum rate of 5 pounds per gallon of paint. Embed by means of wicking, a minimum of 80 percent of the reflective elements in the paint to a minimum depth of 50 percent of their diameter.

Minimum initial retroreflectivity shall be:

- White - 250 mcd/m²/lx
- Yellow - 200 mcd/m²/lx

SECTION 00867 - TRANSVERSE PAVEMENT MARKINGS - LEGENDS AND BARS

Comply with Section 00867 of the Standard Specifications modified as follows.

00867.45 Installation – Add the following bullet to the end of the bullet list after the paragraph that begins "Apply one or more of...":

- **Type E: Latex Traffic Marking Paint** – Apply MPI No. 97 Latex Marking Paint to the Pavement per the manufacturer's recommendations, colors as indicated or noted on the plans. Allow new pavement to cure for a period of not less than 14 days before application. Clean surfaces thoroughly prior to installation. Where oil or grease are present, scrub affected areas with several applications of trisodium phosphate solution or other approved detergent or degreaser, and rinse thoroughly after each application. After cleaning, seal oil-soaked areas with cut shellac to prevent bleeding through the new paint. Pavement markings shall have a minimum wet film thickness

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of 0.015 inch (0.4 mm) and be applied in one coat. Hand application by pneumatic spray is acceptable.

00867.90 Payment - Add the following paragraph after the paragraph that begins "Item (p) includes one...":

Item (q) includes Pay Items for the disabled parking symbol and "NO PARKING" legend installed within accessible parking spaces. The 4 inch wide white lines used to mark the disabled parking space and access aisle will be paid for according to 00860.90.

SECTION 00869 - CURB AND NON-TRAVERSABLE MEDIAN MARKINGS

Section 00869, which is not a Standard Specification, is included in this Project by Special Provision.

Description

00869.00 Scope - In addition to the requirements of Section 00850, 00860, and 00865, install curb markings and non-traversable median markings according to the following Specifications.

Labor

00869.31 Manufacturer-Certified Installers - Provide certified installers according to 00850.31 for thermoplastic applications.

Construction

00869.45 Installation - Apply curb markings and non-traversable Median markings only when the following conditions are met:

- The ambient temperature is at least 50 °F and rising
- The Pavement has been dry for at least 48 hours
- 30 Calendar Days of cure time for new concrete curb or Median.

Apply the Material to the Pavement according to the manufacturer's installation instructions to the full height and width of curb or Median as shown in the Plans.

Apply one or more of the following marking material types:

- **Paint** - Apply according to 00860.45 along full height of curb face and along full width of top of curb or non-traversable Median.
- **Thermoplastic, Sprayed** - Apply according to 00865.45, using Method B Spray Markings to the full height of curb face and along full width of top of curb or non-traversable Median.
 - Apply each application of painted thermoplastic marking at a thickness of 60 mils.

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Measurement

00869.80 Measurement - The quantities of non-traversable Median markings will be measured on the area basis. The quantities of curb markings will be measured on the length basis.

Payment

00869.90 Payment - The accepted quantities of Work performed under this Section will be paid for at the Contract unit price, per unit of measurement, for the following items:

Pay Item	Unit of Measurement
(b) Curb Marking, Paint.....	Foot

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

SECTION 00905 - REMOVAL AND REINSTALLATION OF EXISTING SIGNS

Comply with Section 00905 of the Standard Specifications.

SECTION 00930 - METAL SIGN SUPPORTS

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

00930.80 Measurement – Delete the first sentence in the paragraph that begins “Estimated quantities of structural...”

00930.90 Payment – Add the following paragraph after the paragraph that begins “Payment will be payment in full...”:

Item (q) includes the square sign support anchor, Tapco, V-Loc, Model 200-VS2 installed in 3/4"-0" crushed rock.

SECTION 00940 - SIGNS

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

00940.90 Payment - Add the following paragraph(s) to the end of this subsection:

Trimming and removal of branches, vegetation, or other materials will be paid for according to 00320.90.

SECTION 00960 - COMMON PROVISIONS FOR ELECTRICAL SYSTEMS

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

00960.30 Licensed Electricians – Replace this subsection, except for the subsection number and title, with the following:

According to the Oregon Administrative Rule 918-282-0120(1), no person or Entity shall allow any individual to perform electrical work for which the individual is not properly registered or licensed. Every person who installs electrical systems on the Project shall submit a copy of their electrical license or apprentice registration to the Engineer prior to performing any Work. They must be licensed as an S or a J under Oregon Administrative Rule 918-282-0140 or 918-282-0170.

Add the following subsection:

00960.42(d) Connecting Non-Metallic Conduit to Metallic Conduit - Use a nonmetallic female threaded connector to connect nonmetallic conduit to metallic conduit.

00960.46 Service Cabinet and Electrical Energy -

Add the following to the end of the subsection:

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

Add the following subsection:

00960.80 Measurement – No measurement of quantities will be made for electrical systems.

Add the following subsection:

00960.90 Payment – Electrical systems will be paid for at the Contract lump sum amount for the item "Site Electrical System, Complete".

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

No separate or additional payment will be made for traffic control, trenching and installing conduit, backfill, or restoring surfaces.

SECTION 01030 - SEEDING

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

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

Provide the following seed mix formulas:

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- **Permanent Seeding:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Hordeum brachyantherum (Meadow Barley)	17.45
Bromus carinatus (California Brome)	15.27
Festuca rubra rubra (Native Red Fescue)	8.73
Deschampsia cespitosa (Tufted Hairgrass)	1.31
Agrostis exarata (Spike Bentgrass)	0.87

- **Water Quality Seeding:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Elymus glaucus (Blue Wildrye)	21.74
Festuca rubra rubra (Native Red Fescue)	6.52
Hordeum brachyantherum_ (Meadow Barley)	4.35
Glyceria occidentalis (Northwest Mannagrass)	4.35
Beckmannia syzigachne (American Sloughgrass)	4.35
Deschampsia cespitosa (Tufted Hairgrass)	2.17

* Oregon Certified Seed

- **Lawn Seeding:**

Botanical Name (Common Name)	PLS Specified Rate (lb/acre)
Festuca rubra 'Gibraltar' (Creeping Red Fescue)	70.00
Festuca rubra fallax 'Windward' (Windward Chewings Fescue)	70.00
Lolium perenne Dasher 3 (Dasher 3 Perennial Ryegrass)	105.00
Lolium perenne Cutter II (Cutter II Perennial Ryegrass)	105.00

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

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

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

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

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

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

- *Cirsium arvense* (Canadian Thistle)
- *Convolvulus* spp. (Morning Glory)
- *Cytisus scoparius* (Scotch Broom)
- *Dipsacus sylvestris* (Common Teasel)
- *Equisetum* spp. (Horsetail)
- *Festuca arundinaceae* (Tall Fescue)
- *Hedera helix* (English Ivy)
- *Holcus canatus* (Velvet Grass)
- *Lolium* spp. (Rye Grasses)
- *Lotus corniculatus* (Bird's Foot Trefoil)
- *Lythrium salicaria* (Purple Loose Strife)
- *Melilotus* spp. (Sweet Clover)
- *Myriophyllum spicatum* (Eurasian Milfoil)
- *Phalaris arundinaceae* (Reed Canary Grass)
- *Rubus discolor* (Himalayan Blackberry)
- *Solanum* spp. (Nightshade)
- *Trifolium* spp. (Clovers)

01030.90 Payment – Modify as follows:

Delete Pay Items (l) and (m) from the Pay Item list.

Add: Item (f) to include hydroseed with bonded fiber matrix

Add the following to the end of this subsection:

Soil testing and topsoil will be paid for according to 01040.90.

SECTION 01040 - PLANTING

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

01040.04(a) Planting Work Plan – Replace the bullet that begins "Plant installation and..." with the following bullet:

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- Plant installation

Add the following bullet to the end of the bullet list:

- Plant establishment plan according to 01040.70

Add the following subsection:

01040.05 Submittals – Submit the following for review and approval:

- Planting work plan according 01040.04(a).
- Plant establishment plan according to 01040.70.
- Weed Control Work Plan according to 01030.42(a).

01040.14 (b) Imported Topsoil – Replace with the following:

(b) Imported Topsoil – Furnish imported topsoil that when tested meets the following limits:

1. ASTM D 5268.
2. Acidity range (pH) of 5.5 to 7.
3. A minimum of 4 percent, and a maximum of 20 percent organic material content by volume.
4. A maximum of 25 percent decaying content by volume.
5. Free of stones 1 inch or larger in any dimension and other extraneous materials harmful to plant growth.
6. Textural Class Requirements: Topsoil textural analysis shall fall within the following gradations.

Textural Class % of	Total Weight	Average %
Sand (0.05-2.0mm dia.)	45 – 75	60%
Silt (0.002-0.05mm dia.)	15 – 35	25%
Clay (less than 0.002mm dia.)	05 – 20	15%

01040.20(e) Wood Chip Mulch - Add the following to the end of this subsection:

Provide wood chip mulch in the following size range:

- Fir and/or hemlock bark, 1-inch minus size with less than 30% bark finer than 1/4-inch size. Sawdust and wood shavings will not be acceptable.

01040.53(b)(3) Compost Blanket - Replace this subsection with the following subsection:

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01040.53(b)(3) - Compost Mulch - Spread compost on top of the Soil to a nominal depth of 3 inches. Where a compost erosion blanket is in place according to 00280.44(f) apply and spread additional compost to achieve a depth of 3 inches.

01040.70 Plant Establishment – Add the following paragraph and bullets after the paragraph that begins “The Contractor is responsible...”

At a minimum of 15 Days prior to landscape Work, submit the plant establishment plan as part of the planting work plan according to 01040.05. Should the plan become unworkable at any time during Plant Establishment Period, submit a revised plan prior to proceeding with further Work. Include the following in the plant establishment plan:

- Activity descriptions necessary to ensure continued health and vigor of planted and seeded areas according to 01030.60 and 01040.71.
- Proposed scheduling of joint inspection meetings, weeding, and watering/irrigation schedule.
- Materials including herbicides and fertilizers, and Equipment to be utilized for the plant establishment.
- Proposed adaptive management activities for successful establishment of seeded, sodded, and planted areas, during changing environmental conditions or unanticipated weather.

01040.75 Weed Control - Replace this subsection, except for the subsection number and title, with the following:

Perform weed control throughout the Plant Establishment Period. Kill and remove Specified Weeds as directed, prior to the Weeds going to seed. Keep the plant areas Weed Free throughout the Plant Establishment Period.

01040.80(a) Soil Testing – Delete the sentence beginning “Soil testing will be measured...” and replace with the following sentence:

No measurement of quantities will be made for soil testing. Soil testing will be incidental to the item “Topsoil”.

01040.80(b) Topsoil and Wetland Topsoil – Replace this subsection with the following subsection:

01040.80(b) Topsoil – Topsoil will be measured on the volume basis, using neat line field measurements after material has settled. Place sufficient material as required to account for settlement.

Topsoil taken from required excavations according to 00330.10 will be measured according to 00330.82.

01040.80(c) Soil Conditioners - Replace this subsection with the following subsection:

01040.80(c) Soil Conditioners and Hydraulically Applied Soil Conditioner - Soil conditioners and hydraulically applied soil conditioners will be measured according to one of the following:

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- **Area Basis** - Hydraulically applied soil conditioners and other surface applied soil conditioners will be measured on the area basis, along the ground surface.
- **Volume Basis** - Soil conditioners will be measured on the volume basis in the hauling vehicle or in containers delivered to the Project Site.

01040.80(f) Mulch – Replace this subsection with the following subsection:

01040.80(f) Mulch – Bark Mulch, 3 Inch Depth will be measured on the area basis at time of placement, using neat line field measurements.

1040.90(a) Soil Testing – Replace this subsection with the following subsection:

1040.90(a) Soil Testing – No separate or additional payment will be made for soil testing. Soil testing will be incidental to the item "Topsoil".

1040.90(b) Topsoil and Wetland Topsoil – Replace this subsection with the following subsection:

1040.90(b) Topsoil – Topsoil will be paid at the Contract unit price, per cubic yard, for the item "Topsoil".

Topsoil taken from required excavations according to 00330.10 will be paid for according to 00330.94.

01040.90(c) Soil Conditioners - Replace this subsection with the following subsection:

01040.90(c) Soil Conditioners and Hydraulically Applied Soil Conditioner - Soil conditioners will be paid for at the Contract unit price, per cubic yard, for the item "Soil Conditioner".

Hydraulically applied soil conditioners will be paid for at the Contract unit price, per acre or square yard, for the item "Hydraulically Applied Soil Conditioner".

01040.90(d) Plant Materials – Delete the paragraphs beginning "Partial payments for plant materials..." through the paragraph beginning "Upon completion of the Establishment..." and replace with the following paragraphs:

Payment for plants will be made in full after the time of original planting and after the Agency has accepted the plant material as healthy and properly planted. The Agency will pay the Contract unit price only once for the specified quantity, whether or not plants are replaced.

SECTION 01050 - FENCES

Comply with Section 01050 of the Standard Specifications.

SECTION 01095 - SITE FURNISHINGS

Section 01095, which is not a Standard Specification, is included in this Project by Special Provision.

Description

01095.00 Scope - This Work consists of constructing site furnishings such as benches, picnic tables, litter receptacles, bicycle racks, and other furnishings as shown or directed.

Materials

The contractor shall submit all materials to the engineer for review prior to ordering. Submittals shall include material, colors, manufacturer's installation guidelines, manufacture's specifications and manufacturer's warranties.

01095.10 General:

(a) **Benches** - Provide 6' benches meeting the following requirements:

- GK1040 by GK Machine Inc.
- Color: POWD175 Satin Black

(b) **Picnic Tables** - Provide picnic tables meeting the following requirements:

- Table 71 by DuMor, 8 foot
- Table 71-68-1 by DuMor, 8 foot
- Color: Black

(c) **Refuse Receptacles** - Provide trash receptacles meeting the following requirements:

- Receptacle 102 by DuMor
- Color and Finish: Black Powder Coated

(d) **Bicycle Racks** - Provide bicycle racks meeting the following requirements:

- Bike rack 290 series by DuMor
- Color: Black

(e) **Gazebo** – Provide gazebos meeting the following requirements:

- Gazebo by ICON Shelter Systems Inc., 6 column model with cupola. Model # HX16-10M
- Column Color: RAL 9005 Jet Black Glossy
- Roof Color: Charcoal

(f) **Pet Waste Station** – Provide pet waste stations meeting the following requirements:

Auburn Farms Park

- Item #1003-L by DOGIPOT with aluminum sign, trash receptacle, and bag dispenser.
- Color: Black

(g) Drinking Fountain – Provide drinking fountains meeting the following requirements:

- Model 440 SM-FA by Most Dependable Fountains, Inc
- Color: Black

(h) Prefabricated Restroom – Provide a prefabricated restroom meeting the following requirements:

- Model Ozark II Flush Restroom by CXT Precast Products
 - Stainless Steel Water Closet: 2
 - Stainless Steel Lavatory: 2
 - Electric Hand Dryer: 2
 - Exterior Mounted ADA Drinking Fountain w/ Cane Skirt: 1
 - 2K Anti-Graffiti Coating
 - Exterior Frostproof Hose Bib with Box: 1
 - Door Opener: Privacy Hatch
 - Accessible Signage: Unisex
 - Toilet Paper Holder: 3-Roll Stainless Steel
- Exterior: Color: Buckskin, Wall Texture: Barnwood
- Roof: Color: Charcoal Grey, Roof texture: Cedar Shake

(i) Splash Pad – Construct a splash pad meeting the following requirements:

- (2) Geyser ground spray nozzles by Waterplay by MAKR
- (4) Confetti ground spray nozzles by Waterplay by MAKR
- (2) Buttercup ground spray nozzles by Waterplay by MAKR
- Activator Power Post by Waterplay by MAKR
- Potable Controller by Waterplay by MAKR
- Manifold 9 Valves by Waterplay by MAKR

(j) Basketball Court – Provide basketball court furnishings meeting the following requirements:

- Gooseneck basketball system, SKU PR75 (pole, board, hoop, and net) by Bison Inc.
- Striping as indicated or shown on the Plans.

(k) Synthetic Turf Surfacing - Pad – Provide synthetic turf surfacing meeting the following requirements:

- Playground Grass Discovery by ForeverLawn. Color: Green

Auburn Farms Park

- Infill material
- 2" SafetyFoam Pro pad
- Drain aggregate as indicated or shown on the Plans
- Drainage geotextile meeting the requirements of 00350
- Edge treatment lumber and nails / staples / stakes

(l) Synthetic Turf Surfacing - No Pad – Provide synthetic turf surfacing meeting the following requirements:

- Playground Grass Discovery by ForeverLawn, color green
- Infill material
- Leveling aggregate as indicated or shown on the Plans
- Drain aggregate as indicated or shown on the Plans
- Drainage geotextile meeting the requirements of 00350

(m) Playground Equipment – Provide playground equipment and installation per the Play Equipment Schedule and Parts List as indicated or shown on the Plans.

(n) Soccer Goal – Provide soccer goal equipment, furnishings, and surfacing meeting the following requirements:

- Steel soccer goal and net (Model 2238-12G) by PW Athletic

(o) Precast Concrete Wheelstop – Provide precast concrete wheelstops meeting the requirements as indicated or shown on the Plans.

Construction

01095.40 General - Install all site furnishings as shown and according to the manufacturer's recommendations.

Measurement

01095.80 Measurement - The quantities of Work performed under this Section will be measured according to the following:

- (a) Lump Sum Basis** – No measurement of quantities will be made for lump sum items.
- (b) Unit Basis** – Unit basis items will be measured on the unit basis.
- (c) Area Basis** – Measurement will be the ground surface, limited to the Neat Lines of the Structure as shown or directed.

Payment

01095.90 Payment - The accepted quantities of site furnishings will be paid for at the Contract unit price, per unit of measurement, for the following items:

Auburn Farms Park

Pay Item	Unit of Measurement
(a) Benches	Each
(b) Picnic Tables	Each
(c) Refuse Receptacles	Each
(d) Bicycle Racks	Each
(e) Gazebo	Each
(f) Pet Waste Station	Each
(g) Drinking Fountain	Each
(h) Prefabricated Restroom.....	Each
(i) Splash Pad	Lump Sum
(j) Basketball Court	Lump Sum
(k) Synthetic Turf Surfacing – Pad	Square Foot
(l) Synthetic Turf Surfacing – Pad	Square Foot
(m) Playground Equipment	Lump Sum
(n) Soccer Goal	Lump Sum
(o) Precast Concrete Wheelstop	Each

Item (g) includes connection to site water, inlet drain valve, main shut off valve, winterization blow off valve, valve box and connection to drywell or playground drain pipe and any other incidentals required for installation complete.

Item (h) includes installation, foundation, connection to water, connection to sanitary sewer, electrical connection, water connection to splash pad, electrical connection to splash pad, connection to gazebo electrical and any other incidentals required for installation complete.

Item (i) includes installation, spray nozzle water piping, connection to site electrical (within restroom) and connection to site water (within restroom).

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

SECTION 01120 - IRRIGATION SYSTEMS

Comply with Section 01120 of the Standard Specifications modified as follows:

01120.11(b) Polyvinyl Chloride Pipe and Fittings – Replace the list following the paragraph beginning "Furnish pipe and fittings as..." with the following list:

Used for	Class or Schedule
Main and lateral lines.....	Schedule 40 PVC
Irrigation sleeves.....	Schedule 40 PVC
Caps.....	Schedule 40 PVC
Direct bury pipe, not in sleeves, placed under road beds or other paved areas.....	Schedule 40 PVC

Auburn Farms Park

01120.21 Detectable Wire and Marking Tape – Replace the sentence beginning “Provide a detectable wire using continuous...” with the following sentence:

Provide a detectable wire using continuous No. 14 gauge, single strand locator wire that is blue in color in all mainline and lateral trenches.

01120.40(b) Electrical Service – Replace this subsection, except for the subsection number and title, with the following:

Install electrical service according to the *National Electrical Code* and all State and local laws. Power sources will be as shown or as directed. Be responsible for coordination and installation of electrical service. Furnish and install meter bases at the power source conforming to the requirements of the power supplier. Give the power supplier's representative notice before making any installation. Provide a separate, dedicated circuit for the controller.

SECTION 01140 - POTABLE WATER PIPE AND FITTINGS

Comply with Section 01140 of the Standard Specifications.

SECTION 01150 - POTABLE WATER VALVES

Comply with Section 01150 of the Standard Specifications.

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

Comply with Section 01170 of the Standard Specifications modified as follows:

01170.90 Payment – Add the following paragraph after the paragraph that begins “Items (a) and (d) include...”:

Item (a) includes the gate valve.

SECTION 02001 - CONCRETE

Comply with Section 02001 of the Standard Specifications.

SECTION 02050 – CURING MATERIALS

Comply with Section 02050 of the Standard Specifications modified as follows:

Auburn Farms Park

02050.10 Liquid Compounds – Replace the paragraph that begins “Furnish liquid membrane-forming curing ...” with the following:

Furnish liquid membrane-forming curing compounds from the QPL and meeting the requirements of ASTM C309. Before use, submit two, one quart samples from each lot for testing. Samples will be tested according to ODOT TM 721. Samples are not required for curing compounds used on Commercial Grade Concrete.

SECTION 02320 - GEOSYNTHETICS

Comply with Section 02320 of the Standard Specifications modified as follows:

02320.20 Geotextile Property Values – Replace Table 02320-3 with the following table:

Table 02320-3 Geotextile Property Values for Sediment Fence ¹

Geotextile Property	ASTM Test Method	Unit	Geotextile Property Requirements Woven and Nonwoven
Grab Tensile Strength (minimum) Machine and Cross Machine Directions	D 4632	lb	120 100
Apparent Opening Size (AOS) (maximum) U.S. Standard Sieve	D 4751	—	30
Permittivity (minimum)	D 4491	sec ⁻¹	0.05
Ultraviolet Stability Retained Strength (minimum)	D 4355 (at 500 hours)	%	70

¹ All geotextile properties are Minimum Average Roll Values (MARV). The test results for any sampled roll in a lot shall meet or exceed the values shown in the table.

SECTION 02415 - PLASTIC PIPE

Comply with Section 02415 of the Standard Specifications modified as follows:

02415.40 Polypropylene Pipe – Replace this subsection, except for the subsection number and title, with the following:

Furnish polypropylene pipe and fittings as follows:

(a) **Non-Pressure Storm Sewers and Culverts** - Furnish polypropylene pipe and fittings for non-pressure storm sewers and culverts from the QPL and meeting the following requirements:

Dual Wall Pipe ASTM F2764, ASTM F2881,
or AASHTO M 330 Type S
Triple Wall Pipe..... ASTM F2764 or AASHTO M 330 Type D
Watertight JointsASTM D3212

(b) **Non-Pressure Sanitary Sewers** - Furnish polypropylene pipe and fittings for non-pressure sanitary sewers from the QPL and meeting the following requirements:

Dual Wall Pipe	ASTM F2764
Triple Wall Pipe.....	ASTM F2764
Watertight Joints	ASTM D3212

SECTION 02510 – REINFORCEMENT

Comply with Section 02510 of the Standard Specifications modified as follows:

02510.11(c) Coated Reinforcement Ties and Supports - Delete this subsection.

02510.11(d) Epoxy Coating Repair - Delete this subsection.

02510.30(d) Ties and Support - Delete this subsection.

02510.60 Wire Reinforcement - Replace this subsection with the following subsection:

02510.60 Ties and Supports - Provide tie wire and supports according to *CRSI Manual of Standard Practice*.

(a) **Coated Reinforcement Ties and Supports** – Provide nonmetallic coated ties and supports for coated reinforcement, including ties for coated-to-uncoated reinforcement connections.

(b) **Uncoated Reinforcement Ties and Supports** - Tie all mats of galvanized steel bars with galvanized ties. Provide precast concrete blocks with galvanized ties that support galvanized reinforcement.

SECTION 02560 - FASTENERS

Comply with Section 02560 of the Standard Specifications modified as follows:

02560.60(a)(1) Method 1 – Replace the paragraph that begins “Continue to tighten the nut until...” with the following:

Continue to tighten the nut until the nut has turned twice the rotation shown in Table 00560-3 of Section 00560 from its snug-tight position mark for bolt lengths up to 8D (for greater than 8D up to 12D bolt lengths tighten to 1 1/6 turn from snug-tight).

SECTION 02690 – PCC AGGREGATES

Comply with Section 02690 of the Standard Specifications.

SECTION 02910 - SIGN MATERIALS

Comply with Section 02910 of the Standard Specifications modified as follows:

Add the following subsection:

02910.23 Digital Printing -

(a) **Digitally Printed Ink Systems** – Provide digitally printed ink systems that:

- Produce traffic signs using components, and processes that comply with the retroreflective sheeting manufacturer's recommendations.
- Meet and comply with daytime and nighttime chromaticity (color standards) as recognized in ASTM D4956 *Standard Specification for Retroreflective Sheeting for Traffic Control*.
- Meet 70% for type XI standards of the initial retroreflectivity specifications of each respective reflective film color as found in ASTM D4956.

(b) **Retroreflective Sheeting** – Furnish retroreflective sheeting that:

- Consists of white or colored sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.
- Conform to all requirements of the current version of ASTM D4956. Designate the retroreflective sheeting as type XI ASTM D4956 classification.
- Has a Class 1 pressure-sensitive adhesive, as defined by ASTM D4956, protected by an easily removable liner. Fabricate finished traffic signs and traffic sign faces using retroreflective sheeting of Type XI ASTM D4956 classification.

(c) **Protective Overlay Film** – Fabricate permanent traffic signs printed with digital ink systems with a full sign protective overlay film designed to provide a smooth surface needed for retroreflectivity, and to protect the sign from fading and UV degradation. Comply with the retroreflective sheeting manufacturer's recommendations for the overlamine to ensure proper adhesion and transparency. Meet the reflective film durability as identified in the warranty requirements.

02910.33 Permanent Legends – Replace this subsection, except for the subsection number and title, with the following:

(a) **General** – Permanent legends consist of white retroreflective screened, red retroreflective screened, black screened or cut-out white retroreflective sheeting. Meet the design of the FHWA Standard Rounded Capital Letter Alphabets for the letters and numerals of all permanent legends.

(b) **Retroreflective White Screened Legend** – Use transparent paste materials for the reverse screening of retroreflective white legends and for the screening of retroreflective red legends conforming to the recommendations of the manufacturer of the reflective sheeting.

(c) **Retroreflective Cut-out Legend** – Use Material for retroreflective cut-out legend conforming to the requirements of 02910.20.

Auburn Farms Park

(d) Nonreflective Black Screened Legend – Furnish Material for nonreflective black screened legends that is compatible with the sign sheeting, as recommended by the sign sheeting manufacturer.

(e) Nonreflective Black Cut-out Legend – Use Material for nonreflective cut-out legend conforming to 02910.21.

(f) Digitally Printed Sign – Use processes and Materials for digitally printed signs conforming to the requirements of 02910.23.



STATE OF OREGON

STATUTORY PUBLIC WORKS BOND

Surety bond #: 105708866

CCB # (if applicable): 122459

We, Konell Construction & Demolition Corp, as principal, and Travelers Casualty & Surety Company of America, a corporation qualified and authorized to do business in the State of Oregon, as surety, are held and firmly bound unto the State of Oregon for the use and benefit of the Oregon Bureau of Labor and Industries (BOLI) in the sum of thirty thousand dollars (\$30,000) lawful money of the United States of America to be paid as provided in ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, for which payment well and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by this agreement.

WHEREAS, the above-named principal wishes to be eligible to work on public works project(s) subject to the provisions of ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and is, therefore, required to obtain and file a statutory public works bond in the penal sum of \$30,000 with good and sufficient surety as required pursuant to the provisions of section 2, chapter 360, Oregon Laws 2005, conditioned as herein set forth.

NOW, THEREFORE, the conditions of the foregoing obligations are that if said principal with regard to all work done by the principal as a contractor or subcontractor on public works project(s), shall pay all claims ordered by BOLI against the principal to workers performing labor upon public works projects for unpaid wages determined to be due, in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, and OAR Chapter 839, then this obligation shall be void; otherwise to remain in full force and effect.

This bond is for the exclusive purpose of payment of wage claims ordered by BOLI to workers performing labor upon public works projects in accordance with ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360.

This bond shall be one continuing obligation, and the liability of the surety for the aggregate of any and all claims which may arise hereunder shall in no event exceed the amount of the penalty of this bond.

This bond shall become effective on the date it is executed by both the principal and surety and shall continuously remain in effect until depleted by claims paid under ORS chapter 279C, as amended by Oregon Laws 2005, chapter 360, unless the surety sooner cancels the bond. This bond may be cancelled by the surety and the surety be relieved of further liability for work performed on contracts entered after cancellation by giving 30 days' written notice to the principal, the Construction Contractors Board, and BOLI. Cancellation shall not limit the responsibility of the surety for the payment of claims ordered by BOLI relating to work performed during the work period of a contract entered into before cancellation of this bond.

IN WITNESS WHEREOF, the principal and surety execute this agreement. The surety fully authorizes its representatives in the State of Oregon to enter into this obligation.

SIGNED, SEALED AND DATED this 27th day of December, 2011

Surety by:

Travelers Casualty & Surety Company of America (Seal)

Company Name

Signature

Jeffer McCormick, Attorney in Fact

Title (e.g. Attorney-in-Fact)

Principal by:

Konell Construction & Demolition Corp

Name

Signature

VP

Title

3600 SE Industrial Way

Address

Sandy, OR 97055

City

State

Zip

SEND BOND TO: Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
Telephone: (503) 378-4621



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. 224045

Certificate No. 004569329

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

Kathy Cerkoney, Woller Van Doorninck, Coralee Aho, James S. Ewald, Janifer McCormick, and Dave Van Gordon

of the City of Portland, 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 30th day of September, 2011.

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: George W. Thompson
 George W. Thompson, Senior Vice President

On this the 30th day of September, 2011, before me personally appeared George W. Thompson, 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.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

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 27th day of December, 2011.


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. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Oregon Workers' Compensation Certificate of Insurance

Certificate holder:

CITY OF CANBY
PO BOX 930
CANBY, OR 97013

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by this policy is subject to all the terms, exclusions and conditions of such policy; this policy is subject to change or cancellation at any time.

Insured		Producer/contact	
Konell Construction & Demolition Corp 36000 Industrial Way Sandy, Or 97055-7330		SAIF Corporation SAIF Corporation	
Issued	09/02/2025	Limits of liability	
Policy	521960	Bodily Injury by Accident	\$1,000,000 each accident
Period	01/01/2025 to 01/01/2026	Bodily Injury by Disease	\$1,000,000 each employee
		Body Injury by Disease	\$1,000,000 policy limit

Description of operations/locations/special items
KCD #225747 - Auburn Farms

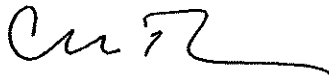
Important

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED TO THE POLICYHOLDER AND CERTIFICATE HOLDER IN ACCORDANCE WITH THE POLICY PROVISIONS AND OREGON LAW. SAIF WILL ENDEAVOR TO PROVIDE WRITTEN NOTICE WITHIN 30 DAYS WHENEVER POSSIBLE.

Authorized representative



Chip Terhune
President and CEO

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/02/2025

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

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

PRODUCER USI Insurance Services NW CL1 825 NE Multnomah, Suite 1500 Portland, OR 97232 503 224-8390	CONTACT NAME: Eric Kikalo PHONE (A/C, No, Ext): 503 224-8390 FAX (A/C, No): 610 362-8130 E-MAIL ADDRESS: eric.kikalo@usi.com														
INSURED Konell Construction & Demolition Corp 36000 S.E. Industrial Way Sandy, OR 97055	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER B : General Star Indemnity Company</td> <td>37362</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D : Union Insurance Company</td> <td>25844</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : General Star Indemnity Company	37362	INSURER C : Hanover Insurance Company	22292	INSURER D : Union Insurance Company	25844	INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSR 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"/> BI/PD Ded:10000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ECP204687410	04/30/2025	04/01/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		CPA606693320	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		FFX204687510 IXG682567	04/30/2025	04/01/2026	EACH OCCURRENCE \$9,000,000 AGGREGATE \$9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial P		ECP204687410	04/30/2025	04/01/2026	
C	Cyber Liabil		LH2J80192300	08/07/2024	08/07/2025	

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

The certificate holder (City of Canby) and its officers, agents, and employees; Harper Houf Peterson Righellis Inc, its officers, agents, employees and subconsultants, are granted additional insured status when required by a written contract and pursuant to the terms and conditions of the forms attached to this certificate.

CERTIFICATE HOLDER

CANCELLATION

City of Canby PO Box 930 Canby, OR 97013	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046874-10	4/30/2025	4/1/2026	4/30/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional insured:

- Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this policy period, that such person or organization be added as an additional insured on this policy; and
- Any other person or organization you are explicitly required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of your work which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional insured only with respect to liability for bodily injury or property damage under SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability and Coverage D.4 – Microbial Substance Contractors Pollution Liability, or personal injury or advertising injury under SECTION I - COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY directly caused by:

- Your acts or omissions; or
- The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional insured, and
- Will not extend beyond that which is provided to you in this policy.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury, property damage or personal and advertising injury** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the occurrence which caused the bodily injury or property damage, or the offense which caused the personal and advertising injury, involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

- Bodily injury or property damage** occurring after:

- 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.

III. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

1. Required by the contract or agreement described in Paragraph I.1.; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit**;
- b. We receive written notice of a **claim** or **suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional **insured** which has been added to this policy by an endorsement showing the additional **insured** in a **SCHEDULE** of additional **insureds**, and which endorsement applies to that designated additional **insured**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS
AUTOMATIC STATUS – COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046874-10	4/30/2025	4/1/2026	4/30/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. SECTION III – WHO IS AN INSURED is amended to include as an additional insured:

- Any person or organization for whom you have performed operations when you and such person or organization have agreed in writing in a contract or agreement, in effect during this **policy period**, that such person or organization be added as an additional **insured** on this policy; and
- Any other person or organization you are explicitly required to add as an additional **insured** under the contract or agreement described in Paragraph 1. above.

Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

Such person(s) or organization(s) is an additional **insured** only with respect to liability for **bodily injury** or **property damage** under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability**, directly caused by **your work** performed for the additional insured described in Paragraph 1. or 2. above, and included in the **products-completed operations hazard**.

However, the insurance afforded to such additional **insured** described above:

- Only applies to the extent permitted by law; and
- Will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**; and
- Will not extend beyond that which is provided to you in this policy.

II. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

- Bodily injury** or **property damage** arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the **claims** against any **insured** allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that **insured**, if the **occurrence** which caused the **bodily injury** or **property damage** involved the rendering of, or the failure to render any professional architectural, engineering or surveying services.

III. With respect to the insurance afforded to these additional insureds, the following is added to SECTION V – LIMITS OF INSURANCE:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

- Required by the contract or agreement described in Paragraph I.1.; or
 - Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

IV. With respect to the insurance afforded to these additional insureds, the following is added to SECTION VI –

REPORTING, DEFENSE, SETTLEMENT & COOPERATION:

1. Duties -- Additional Insured

An additional **insured** must see to it that:

- a. We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim or suit**;
- b. We receive written notice of a **claim or suit** as soon as practicable; and
- c. A request for defense and indemnity of the **claim or suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

V. SECTION VII – CONDITION 10. – Other Insurance is amended by the addition of the following which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to a person(s) or organization(s) included as an additional **insured** under this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

VI. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a **SCHEDULE of additional insureds, and which endorsement applies to that designated additional insured.**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF SUBROGATION
(TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US)
AUTOMATIC STATUS – COVERAGE A, B & D**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046874-10	4/30/2025	4/1/2026	4/30/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

I. The following is added to Paragraph 17. Subrogation of **SECTION VII – CONDITIONS**:

We waive any right of recovery against any person(s) or organization(s) because of payments we make under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, and COVERAGE D – CONTRACTORS POLLUTION LIABILITY** under this policy.

Such waiver by us applies only if:

1. The **insured** has agreed in writing in a contract or agreement with such person(s) or organization(s) to waive its right of recovery; and
2. The **insured** has waived its right of recovery against such person(s) or organization(s) prior to loss.

This waiver does not apply in any jurisdiction where such waiver is held to be illegal or against public policy or in any situation where the person(s) or organization(s) against whom subrogation is to be waived is found to be solely negligent.

This endorsement does not apply to any person(s) or organization(s) designated in a **SCHEDULE** of person(s) or organization(s) against whom rights of recovery have been waived.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT –
COVERAGE A & D – AUTOMATIC STATUS**

Policy Number	Policy Effective Date	Policy Expiration Date	Endorsement Effective Date
ECP2046874-10	4/30/2025	4/1/2026	4/30/2025

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

SECTION V – LIMITS OF INSURANCE is amended by the addition of the following terms and conditions when you have agreed in writing in a contract or agreement, in effect during this policy period, with any person or organization for whom you are performing operations, that a per-project aggregate will apply:

- I. For all amounts which the insured becomes legally obligated to pay as damages caused by occurrences under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** which can be attributed only to covered operations at a single project:
 1. A separate Per-Project Aggregate Limit applies to each project, and that limit is equal to the lesser of:
 - a. The applicable General Aggregate Limit; or
 - b. \$2,000,000.
 2. The Per-Project Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** except damages because of bodily injury or property damage included in the products-completed operations hazard, regardless of the number of:
 - a. Insureds;
 - b. Claims made or suits brought; or
 - c. Persons or organizations making claims or bringing suits.
 3. Any payments made under **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** for damages shall reduce the Per-Project Aggregate Limit for that particular project. Such payments shall not reduce the applicable General Aggregate Limit nor shall they reduce any other Per-Project Aggregate Limit for any other project.
 4. The applicable limits for Each Occurrence, Damage To Premises Rented To You continue to apply. However, instead of being subject to the applicable General Aggregate Limit, such limits will be subject to the applicable Per-Project Aggregate Limit.
 5. Regardless of the number of projects covered under this policy, the most we will pay under the terms and conditions of this endorsement is \$5,000,000.
- II. For all amounts which the insured becomes legally obligated to pay as damages caused by occurrences under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** which cannot be attributed only to covered operations:
 1. Any payments made under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability** for damages shall reduce the amount available under the General Aggregate Limit or the Products Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Per-Project Aggregate Limit.
- III. When coverage for liability arising out of the products-completed operations hazard is provided, any payments for damages because of bodily injury or property damage included in the products-completed operations hazard will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Per-Project Aggregate Limit.

- IV. If the applicable project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the particular project will still be deemed to be the same project.
- V. The provisions of **SECTION V – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.
- VI. This endorsement does not apply to any Designated Construction Project(s) which has been specifically endorsed to this policy on a General Aggregate Limit endorsement showing the Designated Construction Project(s) in a **SCHEDULE**.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT - PLATINUM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

A. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to Paragraph A.1. Who Is An Insured of Section II - Covered Autos Liability Coverage:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company or any organization excluded either by this Coverage Part or by endorsement, and over which you maintain ownership or majority interest of more than 50 percent will qualify as a Named Insured. However:

1. This insurance does not apply to any newly acquired or formed organization that is an "insured" under any other automobile policy or would be an "insured" under such policy but for its termination or the exhaustion of its Limit of Insurance.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
3. 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. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

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

When you have agreed in a written contract or agreement to include a person or organization as an additional "insured", such person or organization is included as an "insured" subject to the following:

1. Such person or organization is an additional "insured" only to the extent such person or organization is liable for "bodily injury" or "property damage": because of the conduct of an "insured" under Paragraphs a. or b. under Paragraph A.1. Who Is An Insured of Section II - Covered Autos Liability Coverage, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto";
2. The written contract or agreement described above must have been executed prior to the "accident" that caused the "bodily injury" or "property damage" and be in effect at the time of such "accident";
3. The insurance afforded to any such additional "insured" does not apply to any "accident" beyond the period of time required by the written contract or agreement described above;
4. The most we will pay on behalf of such additional "insured(s)" is the lesser of:
 - a. The Limits of Insurance specified in the written contract or agreement described above; or
 - b. The Limits of Insurance shown in the Declarations.
5. The following changes are made to Paragraph 5. Other Insurance of B. General Conditions under Section IV - Business Auto Conditions:
 - a. The following is added to Paragraph 5.a.:

If required by the written contract or agreement described above, the

This provision shall not increase the Limit of Insurance shown in the Declarations in this policy or coverage part; and

insurance afforded to the additional insured under this provision will be primary to, and will not seek contribution from, the additional insured's own insurance.

b. Paragraph 5.c. is deleted in its entirety.

6. Paragraph A.1.c. under Section II - Covered Autos Liability Coverage is deleted in its entirety.
7. The definition of "insured contract" under Section V - Definitions is amended to add the following:

An "insured contract" does not include that part of any contract or agreement:

That pertains to the ownership, maintenance or use of an "auto" and which indemnifies a person or organization for other than the vicarious liability of such person or organization for "bodily injury" or "property damage" caused by your operation or use of a covered "auto".

However, a person or organization is an additional "insured" under this provision only to the extent such person or organization is not named as an "insured" by separate endorsement to this policy.

C. EMPLOYEES AS INSURED

The following is added to Paragraph A.1. Who Is An Insured Section II - Covered Autos Liability Coverage:

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. INCREASED COVERAGE - BAIL BONDS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph A.2.a.(2) is increased to \$5,000.

E. INCREASED COVERAGE - LOSS OF EARNINGS

The Supplementary Payments Coverage Extension of Section II - Covered Autos Liability Coverage is amended as follows:

The Limit of Insurance in paragraph A.2.a.(4) is increased to \$1,000.

F. FELLOW EMPLOYEE COVERAGE

The Fellow Employee Exclusion contained in Section II - Covered Autos Liability Coverage does not apply. This coverage is excess over any other collectable insurance.

G. COVERAGE EXTENSION - TRANSPORTATION EXPENSES

Paragraph A.4.a. Transportation Expenses of Section III - Physical Damage Coverage is amended as follows:

1. The Limits of Insurance are increased to \$75 per day to a maximum of \$2,500.
2. We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.
3. It is agreed and understood and it is our stated intent that expenses incurred by you under the Transportation Expenses Coverage Extension will not also be covered or paid under the Rental Reimbursement Coverage provided by this endorsement or any rental reimbursement coverage added by separate endorsement to this policy.

H. EXTENDED COVERAGE - AIRBAGS

The following is added to Exclusion B.3.a. of Section III - Physical Damage Coverage:

However, this exclusion does not apply to the unintended discharge of an airbag.

This coverage is excess over any other collectible insurance or warranty providing such airbag coverage.

I. AUTO LOAN/LEASE GAP COVERAGE

The following is added to Section III - Physical Damage Coverage, Paragraph C. Limits of Insurance.

4. In the event of a total "loss" to a covered "auto", we will pay the lesser of:
 - a. Any unpaid amount due on the lease or loan for a covered "auto", less:
 - (1) The amount under the Physical Damage Coverage section of the policy; and
 - (2) Any:
 - (a) Overdue lease/loan payments at the time of the "loss";
 - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (c) Security deposits not returned by the lessor;
 - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (e) Carry-over balances from previous loans or leases; or
 - b. \$5,000.

However, this provision does not apply to the extent loan/lease gap coverage has been provided by separate endorsement to this policy.

J. GLASS REPAIR - NO DEDUCTIBLE

The following is added to Paragraph D. Deductible of Section III - Physical Damage Coverage:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to glass breakage when you elect to patch or repair rather than replace the glass.

This provision does not apply to any covered "auto" provided Physical Damage Coverage under CA 04 21 - Full Safety Glass Coverage.

K. INCREASED COVERAGE - ELECTRONIC EQUIPMENT

The \$1,000 limit indicated in Paragraph C.1.b. under Section III - Physical Damage Coverage is increased to \$2,500.

L. EXTENDED COVERAGE - PERSONAL PROPERTY

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

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" and caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

The insurance provided by this coverage extension is excess over any other collectible insurance. The most we will pay for any one "loss" under this coverage extension is \$500. However, our payment for "loss" to personal property will only be for the account of the owner of the property.

Under this provision, personal property does not include and we will not pay for "loss" of currency, coins, securities or contraband.

No deductible applies to this coverage extension.

M. TOWING

Paragraph A.2. Towing of Section III - Physical Damage Coverage, is 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 \$150 for towing and labor costs incurred each time such "auto" is disabled. If a medium, heavy or extra-heavy truck or extra-heavy Truck-tractor "auto" (greater than 10,000 Lbs. GVW) is provided both Comprehensive and Collision Coverage, we will pay up to \$250 for towing and labor costs incurred each time such "auto" is

disabled. However, the labor must be performed at the place of disablement.

N. FIRE EXTINGUISHER RECHARGE

The following is added to Paragraph A.4. Coverage Extensions of Section IV - Physical Damage Coverage:

When fire extinguishers are kept in your covered "auto" and any are discharged in an attempt to extinguish a fire, we will pay the lesser of the actual cost of recharging or replacing such fire extinguisher(s).

No deductible applies to this coverage.

O. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

If hired "autos" are covered "autos" for Covered Autos Liability Coverage and if Physical Damage Coverage is provided for any "auto" you own, then the Physical Damage coverages provided are extended to "autos" you lease, rent, hire or borrow from someone other than your "employees", partners or members of their households subject to the following:

1. The most we will pay in any one "loss" is the lesser of:

- a. The actual cash value of the "auto";
- b. The cost to repair or replace the "auto"; or
- c. \$100,000.

2. Paragraph 1. above is subject to a deductible. 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.

No deductible will apply to "loss" caused by fire or lightning.

3. Hired Auto Physical Damage Coverage is subject to the following:

- a. If symbol 8 is shown in the Covered Auto section of the Declarations page for any of the Physical Damage coverages, then the Hired Auto Physical Damage coverage described in this endorsement does not apply.
- b. Other than indicated in Paragraphs a. directly above, coverage provided under this provision will be excess over any other collectible insurance or coverage.

4. In addition to the limit set forth in Paragraph 1. above we will pay up to \$500 per day, to a maximum of \$3,500 per "loss" for:
 - a. Any costs or fees associated with the "loss" to a hired "auto"; and
 - b. Loss of use of the hired "auto", 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.

However, Paragraph A.4.b. Loss of Use Expenses under Section III - Physical Damage Coverage of the Business Auto Coverage Form does not apply.

P. 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 number of days:
 - a. The number of days when the covered "auto" has been repaired or replaced, or
 - b. 45 days.
4. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred; or
 - b. Not more than \$75 for any one 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 of the Business Auto Coverage Form or any endorsements thereto.

However, this provision does not apply to the extent that rental reimbursement is provided by separate endorsement to this policy.

Q. DRIVE OTHER CAR COVERAGE

1. The following is added to Section II - Covered Autos 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 designated 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 Paragraphs Q.1.a.(1). through Q.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 1.a above 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 Q.1.a. above or his or her spouse while a resident of the same house-hold except:

- a. Any "auto" owned by that individual or by any member of his or her household; or

- 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 Covered Autos Liability 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 highest 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 \$250 for Comprehensive Coverage and \$500 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

6. Additional Definition

As used in this **DRIVE OTHER CAR** Provision:

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

R. KNOWLEDGE OF AN ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to Paragraph A.2. of Section IV - Business Auto Conditions:

Your obligation to provide prompt notice of an "accident", claim, "suit" or "loss" is satisfied if you or a person designated by you to be responsible for insurance matters is notified of, or in any manner made aware of an "accident", claim, "suit" or "loss" and provides us such notice as soon as practicable

S. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

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

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to any person(s) or organization(s) for whom you have agreed under written contract or agreement to waive subrogation with respect to the coverage provided under this Coverage Form but only to the extent that subrogation is waived prior to the "accident" or "loss".

T. UNINTENTIONAL OMISSIONS

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

If you fail to disclose any hazards existing at the inception date of this policy, such failure will not prejudice the coverage provided to you. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

U. 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.

**FOLLOW FORM EXCESS LIABILITY COVERAGE FORM
SCHEDULE OF CONTROLLING UNDERLYING INSURANCE**

Policy Number: FFX2046875-10

UNDERLYING POLICY TYPE	LIMITS OF INSURANCE	POLICY PERIOD	CARRIER & POLICY NUMBER
General Liability	\$ 1,000,000 Each Occurrence Limit \$ 1,000,000 Personal & Advertising Injury Limit \$ 2,000,000 General Aggregate Limit (Other than Products/Completed Operations) \$ 2,000,000 Products/Completed Operations Aggregate Limit	04/30/2025 to 04/01/2026	Nautilus Insurance Company ECP2046874-10
Pollution/Professional	\$ 1,000,000 Contractors Pollution Liability Limit \$ 1,000,000 Professional Liability Limit	04/30/2025 to 04/01/2026	Nautilus Insurance Company ECP2046874-10
Employer's Liability – Coverage B	\$ 1,000,000 BI by Accident - Each Accident Limit \$ 1,000,000 BI by Disease - Policy Aggregate Limit \$ 1,000,000 BI by Disease - Each Employee Limit	01/01/2025 to 01/01/2026	SAIF 521960
Commercial Automobile	\$ 1,000,000 Liability - Combined Single Limit	04/01/2025 to 04/01/2026	Union Insurance Company CPA 6066933 - 20
Commercial Automobile	\$ 5,000,000 Liability - Combined Single Limit	04/30/2025 to 04/01/2026	General Star Indemnity Company IXG682567

The coverages and limits shown above are provided by the policy(ies) of controlling underlying insurance.