



DAN JOHNSON
DIRECTOR

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

June 1, 2023

BCC Agenda Date/Item: _____

Board of County Commissioners
Sitting/Acting as Development Agency Board
Clackamas County

Approval of a Contract with Elder Demo LLC, for the demolition of the former Miles Fiberglass building. Total contract value is \$265,893.00. Funding is through the Clackamas County Development Agency via the Clackamas Town Center Urban Renewal Plan area. No County General Funds are involved.

Previous Board Action/Review	The only previous Board action related to this property was for approval of a lease with Miles Fiberglass. The last lease was signed on 2/28/19.		
Performance Clackamas	This project aligns with the strategic priorities to ensure safe, healthy, and secure communities and to grow a vibrant economy.		
Counsel Review	Yes- 5/11/23 AN	Procurement Review	Yes
Contact Person	David Queener, Development Agency Program Supervisor	Contact Phone	503-742-4322

EXECUTIVE SUMMARY:

The Development Agency owns property located at 8855 SE Otty Road that was formerly occupied by Miles Fiberglass. The approximately 50,000-square-foot building has been vacant for two years. The building is aged, of poor design and in a state of disrepair due to various acts of vandalism. Due to the current state of the building, it has become a safety hazard and is a significant blight to the area. The Agency has determined that it is necessary to have the building demolished in order to advance sale and redevelopment.

PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on December 7, 2022, Through Invitation for Bid #2023-017. Bids were publicly opened on March 7, 2023. The County received ten (10) Bids in response to the Bid: After reviewing of the bids, Elder Demo, LLC, was determined to have submitted the lowest responsive bid of \$265,893.00.

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RECOMMENDATION:

Staff respectfully recommends that the Board approve and sign this Public Improvement contract with Elder Demo, LLC for the demolition of the former Miles Fiberglass building that is located on Agency-owned property.

Respectfully submitted,

Dan Johnson

Dan Johnson, Director
Department of Transportation & Development



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT #7785

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

All capitalized terms in this Contract shall have the meanings identified in the Clackamas County General Conditions for Public Improvement Contracts (10/13/2021) (“General Conditions”) referenced within the Instructions to Bidders.

Project Name: ITB#2023-17 Demolition of Miles Fiberglass Building (“Project”)

1. **Contract Documents.** This Contract shall consist of the following documents (“Contract Documents”), hereby incorporated by reference, and are listed in descending order of precedence:
 - A. This Public Improvement Contract
 - B. Clackamas County General Conditions for Public Improvement Contracts (dated 10/13/2021) (“General Conditions”) <https://www.clackamas.us/finance/terms.html>
 - C. Exhibit A - Scope of Work
 - D. Exhibit B – Vendor’s Bid
 - E. Exhibit C- Payment and Performance Bonds

2. **Contract Price.** The Contractor hereby agrees to perform all Work described in, and reasonably inferred from, the Contract Documents, and further described in Exhibit A. The Owner will compensate the Contractor for Work on a time and material basis at the rates outlined in Exhibit B and subject to a maximum not-to-exceed price of \$ _____; or in the firm, fixed-price amount of **Two Hundred Sixty-Five Thousand Eight Hundred Ninety-Three Dollars (\$265,893.00)**; in accordance with the requirements of the General Conditions for the performance of all Work described and reasonably inferred from the Contract Documents. If the Project is done on a time and materials basis, the Contractor’s listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.

3. **Representatives.** Contractor has named Ryan McDonald as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

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

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

4. **Contractor Key Persons.** The Contractor’s personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When

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

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

5. Contract Dates. The following critical dates are hereby set for this Project. Time is of the essence.

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

B. FINAL COMPLETION DATE: 60 days after the NTP

6. Minimum Wage Rates. (Check one of the following):

Prevailing Wage Rates requirements do not apply to this Project because the maximum compensation for all Owner-contracted Work does not exceed \$50,000.

Prevailing Wage Rates requirements apply to this Project because the maximum compensation for all Owner-contracted Work is more than \$50,000. Contractor and all subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2, and G.2.3 of the General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and requirements set forth in the following BOLI booklet (and any listed amendments to that booklet), which are incorporated herein by reference, apply to the Work authorized under this Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 1, 2023, which can be downloaded at the following web address:

http://www.oregon.gov/boli/WHD/PWR/Pages/pwr_state.aspx

The Work will take place in Clackamas County, Oregon

7. Tax Compliance. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law

8. Insurance Certificates and Required Performance and Payment Bonds.

8.1 In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and Clackamas County Development Agency as additional insureds. Insurance certificates may be returned with the signed Contract or may be emailed to Procurement@clackamas.us.

8.2 In accordance with Section G. of the General Conditions, Contractor shall furnish performance and payment bonds, on the bond forms furnished by the Owner, and in a sum equal to the Contract Price.

9. Execution and Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

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

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

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

13. Contractor Data.

Elder Demo LLC

6400 SE 101st Avenue, Suite 201

Portland, Oregon 97266

Contractor CCB # 244045 Expiration Date: 1/10/2025

Oregon Business Registry # 2045946-91 Entity Type: DLLC

State of Formation: Oregon

SIGNATURE PAGE FOLLOWS

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

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

Elder Demo LLC

Clackamas County Development Agency

Justin S. Arrand
Authorized Signature

4/14/2023
Date

Chair

Date

Justin Arrand General Manager
Name / Title Printed

Recording Secretary

APPROVED AS TO FORM

by

County Counsel

05/10/2023

Date

EXHIBIT A – SCOPE OF WORK
Invitation to BID #2023-17
Demolition of Miles Fiberglass Building
Issue Date: February 14, 2023



**INVITATION TO BID
ITB # 2023-17
Demolition of Miles Fiberglass Building**

ISSUE DATE: February 14, 2023

**BID DUE DATE AND TIME
March 7, 2023 (2:00 PM, PST)**

SUBMITTAL LOCATION:

Clackamas County Procurement Division

<https://bidlocker.us/a/clackamascounty/BidLocker>

1.0 GENERAL

1.01 SCHEDULE OF EVENTS:

Invitation to Bid Issue Date.....	February 14, 2023
Protest of Specifications Deadline	February 21, 2023
Request for Clarification or Change Deadline	February 28, 2023
Bid Due Date and Time.....	March 7, 2023
Deadline for Protest of Award	7 calendar days after date on Notice of Award letter
Anticipated Contract Begin Date	April 2023

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.02 PRE-BID CONFERENCE:

A Pre-Bid Conference will be held on **February 28, 2023** at **10:00 AM** the following location: 8855 SE Otty Road, Happy Valley.

1.03 ISSUING OFFICE:

Bidding Documents can be downloaded from OregonBuys at the following address: <https://oregonbuys.gov/bsu/view/login/login.xhtml> Document No. S-C01010-00005783. Prospective Bidders will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Bidders are responsible for obtaining any Addenda from Website listed above.

The Procurement Division of Clackamas County (“County”) is the issuing office and is the sole point of contact for this Invitation to Bid (“ITB”). All questions regarding this ITB should be directed to the Administrative Contact person identified below:

Name: Tralee Whitley
 Title: Procurement Analyst
 Email: TWhitley@clackamas.us

1.04 DEFINITIONS

As used in this ITB, the terms set forth below are defined as follows:

1. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the ITB.
2. "Exhibits" means those documents which are attached to and incorporated as part of the ITB.
3. "Bid" means an offer, binding on the Bidder and submitted in response to an Invitation to Bid.
4. "Bidder" means an entity that submits a Bid in response to an ITB.
5. "Bid Due Date and Time" means the date and time specified in the ITB as the deadline for submitting Bids.
6. "Invitation to Bid" or “ITB” means a Solicitation Document for the solicitation of competitive, Written, signed and sealed Bids in which Specifications, price, and delivery (or project completion) are the predominant award criteria.
7. “LCRBR” means the Clackamas County Local Contract Review Board Rules found at: <https://www.clackamas.us/code>
8. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in LCRBR C-047-0500.

9. "Responsive" means a Bid that has substantially complied in all material respects with the criteria outlined in the ITB.
10. "Written or Writing" means letters, characters, and symbols inscribed on paper by hand, print, type, or other method of impression intended to represent or convey particular ideas or meanings.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION:

The purpose of this document is to outline general requirements for the removal or demolition of specifically identified structures and/or solid waste materials, including materials classified as “hazardous waste” from real property owned by the Clackamas County Development Agency.

The types of structures and materials to be removed may include a large concrete tilt-up building, asphalt, storage tanks, vegetation, miscellaneous outbuildings and other structures and related debris, including “hazardous wastes” as defined under ORS Chapter 465 and 466.

All debris and wastes shall be removed to an approved recycling facility to the greatest extent practical and/or possible.

Contractors employed by the County shall provide all the equipment, labor and materials necessary to demolish, clear, collect, remove and properly dispose of specific structures and materials under the direction of Clackamas County. All project work ordered by the County shall be completed by the contractor in full compliance with all applicable laws and county specifications, required time frames and other contract terms and conditions. The cost and expense for licenses, permits and other jurisdictional authorities shall be borne by the contractor and made a part of any bid submitted.

2.02 BACKGROUND:

The Clackamas County Development Agency owns a 2.6 acre property that was the former location of Miles Fiberglass. Existing buildings on the property include a large, single story structure, an out building and other smaller structures. The Agency has a desire to prepare this property for potential redevelopment. In order to accomplish this, these dated structures need to be removed.

3.0 SPECIFICATIONS / STATEMENT OF WORK

3.01 REQUIRED SPECIFICATIONS:

In order to qualify as a Responsive Bidder, the Bid needs to meet the required specifications per Exhibit A, attached and hereby incorporated by reference.

3.02 TERMS AND CONDITIONS:

Sample Contract: Submission of a Proposal in response to this ITB indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this ITB. This ITB and all supplemental information in response to this ITB will be a binding part of the final contract.

The applicable **Sample Public Improvement** Contract. Inclusive of County General Conditions dated October, 13, 2021

4.0 BIDDER QUALIFICATIONS

4.01 MINIMUM QUALIFICATIONS:

In order to qualify as a Responsive Bidder, the Bidder needs to meet the minimum qualifications below:
N/A

5.0 REQUIRED SUBMITTALS

5.01 SUBMISSION OF BID AND QUANTITY:

Bids will only be accepted electronically thru a secure online bid submission service, **Bid Locker**. *Email submissions to Clackamas County email addresses will no longer be accepted.*

- A. Completed proposal documents must arrive electronically via Bid Locker located at <https://bidlocker.us/a/clackamascounty/BidLocker>.
- B. Bid Locker will electronically document the date and time of all submissions. Completed documents must arrive by the deadline indicated in Section 1 or as modified by Addendum. LATE PROPOSALS WILL NOT BE ACCEPTED.
- C. Proposers must register and create a profile for their business with Bid Locker in order to submit for this project. It is free to register for Bid Locker.
- D. Proposers with further questions concerning Bid Locker may review the Vendor's Guide located at <https://www.clackamas.us/how-to-bid-on-county-projects>.

5.02 REQUIRED SUBMITTALS:

It is the Bidder's sole responsibility to submit information in fulfillment of the requirements of this ITB. If pertinent information or required submittals are not included within the Bid, it may cause the Bid to be rejected.

Bidders should submit the following information:

- Description of how the goods or services offered specifically meet the required specifications described in Exhibit A.
- Exhibit B, Certifications, fully completed.
- Exhibit C, Bid Price Form, fully completed.

6.0 EVALUATION AND AWARD

6.01 EVALUATION:

Bids will be evaluated to determine the lowest Responsive Responsible Bidder based upon the ITB, Exhibits and Addenda. County may engage in any of the processes identified in the applicable LCRBR to determine the Contract award.

6.02 BEST AND FINAL OFFER:

In accordance with LCRBR C-047-0261, the County may request best and final offers from those Bidders determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial bid received. Therefore, each bid should contain the Bidder's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this ITB.

6.03 INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT:

Pursuant to ORS 279A and LCRBR, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any proposer, by written notification included with their proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described

herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

6.04 INVESTIGATION OF REFERENCES:

County reserves the right to investigate and to consider the references and the past performance of any Bidder with respect to such things as its performance or provision of similar goods or services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. County further reserves the right to consider past performance, historical information and facts, whether gained from the Bid, interviews, references, County or any other source. County may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

7.0 INSTRUCTIONS TO BIDDERS

7.01 APPLICABLE STATUTES AND RULES:

This ITB is subject to the applicable provisions and requirements of the Oregon Revised Statutes, and the LCRBR.

7.02 MANUFACTURER'S NAMES AND APPROVED EQUIVALENT:

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Bids are based on equivalent products, indicate in the Bid form the manufacturers' name and number. Bidders shall submit with their Bid, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Bid will not satisfy this provision. Bidders shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the ITB.

7.03 REQUEST FOR CLARIFICATION OR CHANGE:

Requests for clarification or change of the ITB must be in Writing and received by the issuing office no later than the Request for Clarification or Change Deadline as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Bidder's request. County Tech will consider all timely requests and, if acceptable to County, amend the ITB by issuing an Addendum. An Addendum will be posted on OregonBuys. Envelopes or e-mails containing requests should be clearly marked as a Request for Clarification or Change and include the ITB Number and Title.

7.04 PROTESTS OF THE BID/SPECIFICATIONS:

Protests must be in accordance with LCRBR C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule of Events, or within three (3) business days of issuance of any addendum, at the Procurement Services Division address listed in Section 1 of this ITB. Protests may not be faxed. Protests of the ITB specifications must include the reason for the protest and any proposed changes to the requirements.

7.05 ADDENDA:

If any part of this ITB is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to

regularly check projects OregonBuys listing for any published Addenda or response to clarifying questions.

7.06 PREPARING AND SIGNATURE:

All Required Submittals must be Written and signed by an authorized representative with authority to bind the Bidder. Signature certifies that the Bidder has read, fully understands, and agrees to be bound by the ITB and all Exhibits and Addenda to the ITB.

7.07 PUBLIC RECORD:

Upon completion of the ITB process, information in your Bid will become subject records under the Oregon Public Records Law. Only those items considered a “trade secret” under ORS 192.501(2), may be exempt from disclosure. If a Bid contains what the Bidder considers a “trade secret” the Bidder must mark each sheet of information as such. Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 MODIFICATION:

Prior to submittal, Bidders should initial modifications or erasures in ink by the person signing the Bid. After submittal but prior to the Bid Due Date and Time, Bids may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Bid. After the Bid Due Date and Time, Bidders may not modify their Bid.

7.09 WITHDRAWALS:

A Bidder may withdraw their Bid by submitting a Written notice to the issuing office identified in this ITB prior to the Bid Due Date and Time. The Written notice must be on the Bidder’s letterhead and signed by an authorized representative of the Bidder. The Bidder, or authorized representative of the Bidder, may also withdraw their Bid in person prior to the Bid Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Bid satisfactory to County.

7.10 LATE SUBMITTALS:

Bids and Written notices of modification or withdrawal must be received no later than the Bid Due Date and Time. County may not accept or consider late Bids, modifications, or withdrawals except as permitted in LCRBR C-047-0330(6).

7.11 BID OPENING:

Bids will be opened immediately following the Bid Due Date and Time at the Submittal Location. Bidder may attend the Bid opening. Only the names of the Bidders submitting Bids and base bid price will be announced. No other information regarding the content of the Bids will be available. The base bid results will be posted to OregonBuys.

7.12 BIDS ARE OFFERS:

The Bid is the Bidder’s offer to enter into a contract pursuant to the terms and conditions specified in the ITB, its Exhibits, and Addenda. The offer is binding on the Bidder for one hundred twenty (120) days. County’s award of the Contract constitutes acceptance of the offer and binds the Bidder. The Bid must be a complete offer and fully Responsive to the ITB.

7.13 CONTINGENT BIDS:

Bidder shall not make its Bid contingent upon County’s acceptance of specifications or contract terms that conflict with or are in addition to those in the ITB, its Exhibits, or Addenda.

7.14 RIGHT TO REJECT:

County may reject, in whole or in part, any Bid not in compliance with the ITB, Exhibits, or Addenda, if upon County’s Written finding that it is in the public interest to do so. County may reject all Bids for

good cause, if upon County's Written finding that it is in the public interest to do so. Notification of rejection of all Bids, along with the good cause justification and finding of public interest, will be sent to all who submitted a Bid.

7.15 AWARDS:

County reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. County reserves the right to delete any item from the award when deemed to be in the best interest of County.

7.16 LEGAL SUFFICIENCY REVIEW:

Prior to execution of any Contract resulting from this ITB, the Contract may be reviewed for legal sufficiency by a qualified attorney for County pursuant to the applicable Oregon Revised Statutes and County Policy. Legal sufficiency review may result in changes to the terms and conditions specified in the ITB, Exhibits, and Addenda.

7.17 BID RESULTS:

A notice of intent to award containing the Bid results will be issued to all Bidders and posted to OregonBuys. The Bid file will be available for Bidder's review during the protest period at the Procurement Division. Bidders must make an appointment with the issuing office to view the Bid file. After the protest period, the file will be available by making a Public Records Request to County through the Procurement Division.

7.18 BID PREPARATION COST:

County is not liable for costs incurred by the Bidder during the ITB process.

7.19 BID CANCELLATION:

If an ITB is cancelled prior to the Bid Due Date and Time, all Bids that may have already been received will be returned to the Bidders. If an ITB is cancelled after the Bid Due Date and Time or all Bids are rejected, the Bids received will be retained and become part of County's permanent Bid file.

7.20 COLLUSION:

By responding, the Proposer states that the proposal is not made in connection with any competing Proposer submitting a separate response to the ITB, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

7.21 NONDISCRIMINATION:

The successful proposer agrees that, in performing the work called for by this ITB and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

7.22 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD:

An eligible Bidder who feels adversely affected or aggrieved may submit a protest within seven (7) calendar days after County issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the ITB number and title. The rules governing protests are at LCRBR C-047-0740.

EXHIBIT A REQUIRED SPECIFICATIONS [Remainder of this page left intentionally blank]
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JOB LOCATION

8855 SE Otty Road, Happy Valley, Oregon

COUNTY’S RESPONSIBILITY

It shall be understood that work to be performed by the Contractor is based upon the specified structures, in their existing location and condition, and that the County assumes no responsibility and makes no guarantee or representation as to the condition thereof, prior to, or subsequent to, the execution of the contract, disposal agreement or purchase order. The County also accepts no liability for protection of improvements identified for removal and/or disposal after the agreement has been executed.

PERMITS

Government Permits- The contractor is responsible for acquiring, at the contractor’s own expense, all required government licenses and permits prior to beginning work on these projects. Copies of these government licenses and permits, as well as required dumping receipts, utility work orders and other necessary documentation will be provided to Clackamas County for verification and retention prior to the County’s payment of the contractor’s invoice and commencement of work.

Demolition Permits-The contractor is responsible for contacting the County Building Department for any demolition permits which may be required. Demolition permit copies shall be submitted to the County for verification and retention.

Moving or Highway Permits- The execution of an agreement or purchase order for structure, mobile home or trailer house disposal or a bill of sale from the County shall not be construed to imply or carry with it any right or permission to move the structure or trailer, across or along any highway, road or street. If such a move is necessary, proper application for a permit to cover said work shall be made by the jurisdiction to issue moving permits. Copies of all moving or transportation permits shall be submitted to the County.

PROJECT COMPLETION:

All specified project work shall be completed no later than the project completion date as specified on the project schedule. The completion date shall be 60 days after the Notice to Proceed.

Removal and proper disposal of specified structures and/or other materials from work sites will not be considered completed or accepted as long as any portion of the structures or other materials identified to be removed remains on the property.

DEFAULT

If the contractor fails to complete the demolition, collection, clearing, removal and/or disposal work within the time frame specified, the County may, at its discretion, declare the contractor to be in default. This will result in the forfeiture of any and all rights and equities in any structure covered by the purchase order or contract. In addition, all materials/fixtures salvaged, or to be salvaged therefrom, and title to said structures and/or materials and fixtures shall revert in the County to resell or otherwise dispose of same as the County may deem expedient.

DEBRIS AND WASTE MANAGEMENT DISPOSAL

All demolition debris, vegetation, and/or other debris and waste materials removed for disposal from the work site shall be disposed of at a DEQ permitted disposal facility with copies of disposal receipts furnished to the County. The contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective (ORS 279.313).

No refuse is to be burned on-site.

HAZARDOUS WASTE MATERIALS

The disposal of hazardous waste materials may be a part of the project work contemplated under this set of requirements. The disposal of waste materials classified as hazardous under ORS chapter 465 and 466 will be handled and disposed of in accordance with Oregon State DEQ requirements.

Hazardous materials that must be disposed of by the contractor at an approved DEQ site include needles (“sharps”), asbestos, and hazardous wastes (motor vehicle fluids, paints, aerosols, batteries, etc.).

Any containers of suspect liquids (i.e. motor oil, diesel, paint, solvents, etc.) should be treated as hazardous waste and disposed of accordingly.

ASBESTOS REMOVAL

The contractor or subcontractor must be licensed under ORS 468A.720. The complete asbestos abatement requirements may be found under ORS 468A.700 through 468A.760.

UTILITIES

Prior to commencing with the dismantling, demolition or removal of a structure or outbuilding, the contractor shall be responsible for contacting the appropriate utility company or public agency for the disconnection of utility services. Copies of work orders or disconnect completion notices from appropriate utilities shall be submitted to the County.

Where applicable, the contractor shall fill the excavated site to the level of the adjoining grade, and cap and seal any openings leading to sewer, septic system, water, oil tanks, and gas mains to the satisfaction of utility and/or government jurisdictions.

ITEMS LEFT ON SITE:

All improvements, vegetation, structures, items and/or materials at the work site which are not specifically identified for removal and disposal shall be left in place by the contractor or relocated on the work site as specified by the County.

TRAFFIC CONTROL AND SAFETY

The work site property shall be cordoned off with temporary chain link construction fencing at all times. It will be necessary to submit a worksite traffic control plan to the County Project Manager for approval at least forty-eight hours before work is scheduled to begin.

JOB DESCRIPTION

Contractor shall perform the following:

- a. Ensure total and complete removal of all solid waste inside and outside of identified structures that are located on the subject property to an authorized disposal facility and submit copies of disposal receipts to the County.
- b. Keep all hazardous materials to include solvents and all petroleum based products on site and protect such hazardous materials from spilling or leaking during the course of the contract until the contractor can dispose of these products in a manner consistent with DEQ rules for collecting and disposing of hazardous materials.
- c. Demolish all structures on the subject property to include the large building plus any accessory or outbuildings. The foundation shall be removed and the area graded to a maximum of a 2:1 (horizontal:vertical) slope
- d. Be responsible for acquiring all demolition permits from Clackamas County Building Services and provide a copy of said permits to the County.
- e. Contact appropriate utility agencies to disconnect services. Power service may remain on during job performance if required. Copies of all requests and/or work orders relative to utility disconnect will be provided to the County.
- f. All areas disturbed by removal and or demolition shall be seeded with a fast germinating grass seed. In addition, all disturbed areas shall be covered with straw mulch.
- g. Complete all work no later than the date set out and commence work only after receipt of Notice to Proceed from Clackamas County.
- h. Keep all debris off of adjacent properties and road right-of-ways during the execution of this contract.

- i. Not allow anyone onto the subject property during this project except for himself, his employees or agents, personnel from utility services to disconnect services, or County staff or agents.
- j. Board up or otherwise restrict access into the existing buildings at the earliest possible opportunity and at the end of each workday until demolition of said structure is completed.
- k. Keep dirt and mud off of roadways in accordance with County road ordinances.
- n. Protect existing street trees, landscaping, sidewalks and curbs along all streets adjacent to the subject property. Any damaged items caused as a result of the contractor's work will be repaired and/or replaced by the contractor at their own expense.

EXHIBIT B - CERTIFICATIONS
ITB #2023-17

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: _____

Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN): _____

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone: (____) _____

Title: _____ Email: _____

Address, City, State, Zip: _____

Oregon CCB# (if applicable): _____

Business Designation (check one):

Corporation Partnership LLC Sole Proprietorship Non-Profit

Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____

Self-Identified Minority, Women or Emerging Small Business: Yes No

EXHIBIT C - BID PRICE FORM
ITB #2023-17

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

ITB: 2023-17

Date:

FOR THE LUMP SUM TOTAL: \$

Company: _____

Address, City, State, Zip: _____

Contact Name: Telephone: _____

Contact Title: _____ Email: _____

By: _____ Title: _____
(Authorized Signature)

EXHIBIT B – VENDOR’S BID



Certified per section 402 of TSCA
Certification # NAT-33383-1



Clackamas County
Attn: Tralee Whitney

March 7, 2023

Demolition Quote for:
Demolition of Miles Fiberglass Building
Project #2023-17
8855 SE Oty Road
Happy Valley, OR 97086

Building Demolition and Concrete Crushing: _____ \$265,893.00 _____

INCLUSIONS: Building demolition and crushing of concrete associated with the Miles Fiberglass building site. There are two structures on the site. The small building is approximately 2300 sqft and is a wood framed barn type structure built on a concrete slab. The larger building, approximately 48,000 sqft is a combination of commercial concrete tilt up structure with a wood roof and a wood framed warehouse with a wood roof as well. A Hazardous Materials Survey is included in the proposal. This proposal acknowledges Clarifying Questions 1-4 and Addendum #1.

EXCLUSIONS: Excluded from this proposal is any Hazardous Materials abatement or removal. Any Abatement will be performed as a Change Order for Elder Demolition.

Assumptions and Clarifications:

1. Demolition Permit
Elder Demolition will be responsible for payment of the Demolition Permit for this project. It is assumed that Clackamas County has already applied for the permit.
2. Asbestos & Lead
A Hazardous Materials Survey will be performed immediately following award of contract. Any Hazardous Materials found in the HMS shall be removed prior to demolition via a Change Order.
3. Utilities Cut, Cap, and Make Safe
Elder Demolition will cut, cap, and mark all utilities leading into the building within 5' of the building footprint.



Certified per section 402 of TSCA
Certification # NAT-33383-1



4. Water
Elder Demolition will secure a water meter to use from the nearest fire hydrant to supply water for abatement and dust control.

5. Fencing
Existing fencing, temporary and permanent, that is currently in place will be used and maintained for the duration of the project.

Please don't hesitate to reach out with any questions that you might have. It would be our pleasure to work with you on this project.

Your partner in demolition,

Ryan McDonald

Project Manager/Estimator
Mobile: (503)799-2771
rmcdonald@elderdemo.com



Elder Demolition | 6400 SE 101st Avenue Suite 201
Portland, OR 97266
Office: (503)760-6330 | Fax: (503)760-2266
www.elderdemolition.com



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

BID BOND

Project Name: # 2023-17 Demolition of Miles Fiberglass Building

We, Elder Demo, LLC dba Elder Demolition, as "Principal,"
(Name of Principal)

and Liberty Mutual Insurance Company, an Massachusetts Corporation,
(Name of Surety)

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

Ten Percent of Total Amount Bid *** dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Obligee in response to Obligee's procurement document (No. 2023-17) for the project identified above which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten (10%) percent of the total amount of the bid pursuant to the procurement document.

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

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 7th day of March, 2023.

Principal: Elder Demo, LLC dba Elder Demolition Surety: Liberty Mutual Insurance Company

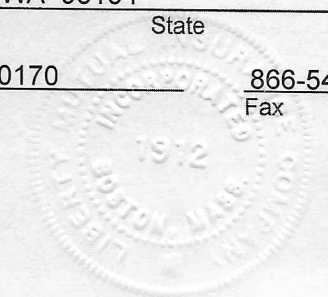
By: [Signature] By: Attorney-In-Fact [Signature]

ALAN W. APUN
MEMBER/SEC.
Signature
Official Capacity

Vicki Mather
Name

Attest: [Signature] 1001 4th Ave., Suite 3700
Corporation Secretary Address

Seattle, WA 98154
City State Zip
503-697-0170 866-547-4875
Phone Fax





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208809-905001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Choruby; Brent Olson; Casey J. Geske; Chloe Lyons; Christopher A. Reburn; Gail A. Price; Gloria Bruning; J. Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O. Forker; Richard W. Kowalski; Sterling Drew Roddan; Vicki Mather

all of the city of Lake Oswego state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 7th day of March, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

EXHIBIT B - CERTIFICATIONS
ITB #2023-17

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Bidder and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Bidder and that Bidder is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to ORS 279A110.

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Invitation to Bid and all Exhibits and Addenda to the Invitation to Bid;
2. Are an authorized representative of the Bidder, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Bid or Contract termination;
3. Will use recyclable products, unless prohibited in this ITB, to the maximum extent economically feasible in the performance of a contract if awarded.
4. Will furnish the designated item(s) and/or service(s) in accordance with the Invitation to Bid and the Contract; and

Resident Bidder, as defined in ORS 279A.120: Oregon Business Registry #: 2045946-91
 Non-Resident Bidder, Resident State: _____

Company Legal Business Name (No DBA/ABN): Elder Demo LLC

Authorized Signature: Ryan McDonald Date: March 7, 2023

Name (Type or Print): Ryan McDonald Telephone: (503) 799-2771

Title: Project Manager / Estimator Email: rmcdonald@elderdemo.com

Address, City, State, Zip: 6400 SE 101st Avenue Suite 201 Portland, OR 97266

Oregon CCB# (if applicable): 244045

Business Designation (check one):
 Corporation Partnership LLC Sole Proprietorship Non-Profit
 Minority Owned Women Owned Emerging Small Business

Oregon MWESB Certification Number: _____
Self-Identified Minority, Women or Emerging Small Business: Yes No

EXHIBIT C - BID PRICE FORM
ITB #2023-17

Bid pricing response must be FOB Destination and include all taxes, tariffs, and delivery costs.

ITB: 2023-17

Date: March 7, 2023

FOR THE LUMP SUM TOTAL: \$ 265,893.⁰⁰

Two Hundred Sixty-Five Thousand Eight Hundred Ninety-Three Dollars and ^{no}/100. —

Company: Elder Demolition DBA of Elder Demo LLC

Address, City, State, Zip: 6400 SE 101st Avenue Suite 201 Portland, OR 97266

Contact Name: Telephone: Ryan McDonald (503) 799-2771

Contact Title: Project Manager / Estimator Email: rmcdonald@elderdemo.com

By: Ryan McDonald Title: Project Manager / Estimator
(Authorized Signature)

EXHIBIT C – PAYMENT AND PERFORMANCE BONDS



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 023226626
Solicitation: ITB#2023-17
Project Name: Demolition of Miles Fiberglass Building

Table with 4 columns: Insurance Company, Surety #, Bond Amount No., and Total Penal Sum of Bond. Values include Liberty Mutual and \$265,893.00.

We, Elder Demo, LLC as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves...

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

WHEREAS, the terms and conditions of the contract, together with applicable plans, standard specifications, special provisions, schedule of performance, and schedule of contract prices, are made a part of this Performance Bond by reference...

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract...

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract...

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

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

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

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

Dated this MONDAY 24th day of APRIL, 2023.

PRINCIPAL: Elder Demo, LLC

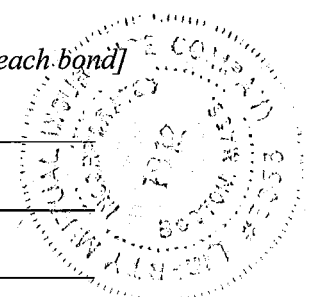
By: [Signature]
Signature ALAN W. ADUN

MEMBER
Official Capacity
Attest: [Signature]
Corporation Secretary

SURETY: Liberty Mutual Insurance Company
[Add signatures for each if using multiple bonds]

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

Chloe Lyons
Name
[Signature]
Signature
1001 4th Ave., Suite 3700
Address
Seattle, WA 98154
City State Zip
503-697-0170 866-547-4875
Phone Fax





CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 023226626
Solicitation: ITB#2023-17
Project Name: Demolition of Miles Fiberglass Building

Liberty Mutual

Insurance Company (Surety #1)
(Surety #2)*

Bond Amount No. 1: \$ 265,893.00
Bond Amount No. 2:* \$
Total Penal Sum of Bond: \$ 265,893.00

* If using multiple sureties

We, Elder Demo, LLC, as Principal, and the above identified Surety(ies), authorized to transact surety business in Oregon, as Surety, hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto Clackamas County, the sum of (Total Penal Sum of Bond) Two Hundred Sixty-Five Thousand Eight Hundred Ninety- Three and No/100 (\$265,893.00) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

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

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

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

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

Dated this MONDAY 24TH day of April, 2023.

PRINCIPAL: Elder Demo, LLC

By: [Signature]
Signature ALAN W. APLIN

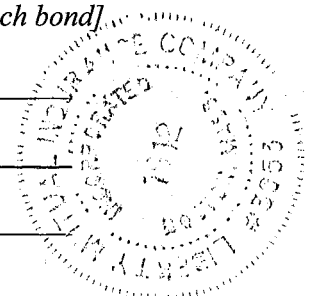
MEMBER
Official Capacity

Attest: [Signature]
Corperation Secretary

SURETY: Liberty Mutual Insurance Company
[Add signatures for each if using multiple bonds]

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

Chloe Lyons
Name
[Signature]
Signature
1001 4th Ave., Suite 3700
Address
Seattle, WA 98154
City State Zip
503-697-0170 866-547-4875
Phone Fax





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8208809-905001

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew Choruby; Brent Olson; Casey J. Geske; Chloe Lyons; Christopher A. Reburn; Gail A. Price; Gloria Bruning; J. Patrick Dooney; Joel Dietzman; Justin Cumnock; Leticia Romano; Philip O. Forker; Richard W. Kowalski; Sterling Drew Roddan; Vicki Mather

all of the city of Lake Oswego state of OR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 6th day of October, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

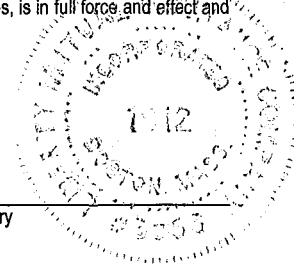
Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, 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 24th day of APRIL, 2023



By: Renee C. Llewellyn, Assistant Secretary



Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.