



# COUNCIL REGULAR SESSION

Tuesday, July 16, 2024 at 7:00 PM

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## COUNCIL MEMBERS:

Mayor Rick Scholl  
Council President Jessica Chilton  
Councilor Mark Gundersen  
Councilor Russell Hubbard  
Councilor Brandon Sundeen

## LOCATION & CONTACT:

HYBRID: Council Chambers & Zoom (details below)  
Website | [www.sthelensoregon.gov](http://www.sthelensoregon.gov)  
Email | [kpayne@sthelensoregon.gov](mailto:kpayne@sthelensoregon.gov)  
Phone | 503-397-6272  
Fax | 503-397-4016

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## AGENDA

### CALL REGULAR SESSION TO ORDER

### PLEDGE OF ALLEGIANCE

### VISITOR COMMENTS – *Limited to three (3) minutes per speaker*

### ORDINANCES – *First Reading*

- 1. Ordinance No. 3302:** An Ordinance to Annex and Designate the Zone of Certain Property at 35456 East Division Road
- 2. Ordinance No. 3303:** An Ordinance to Annex and Designate the Zone of Certain Property West, South, and East of 58212 Old Portland Road
- 3. Ordinance No. 3304:** An Ordinance to Annex and Designate the Zone of Certain Property at 2180 Gable Road

### RESOLUTIONS

- 4. Resolution No. 2015:** A Resolution Adopting the Findings for a Special Procurement for Undergrounding Electrical Services on the S. 1st Street – Strand Street Road and Utilities Extension Project and Authorizing the City Administrator to Execute a Public Improvement Contract with Moore Excavation, Inc.
- 5. Resolution No. 2016:** A Resolution Requiring Lumen Technologies Inc. to Relocate its Facilities Underground within the Waterfront Public Improvement Construction Project Areas

### AWARD BID/CONTRACT

- 6.** Award Contract to Clark and Sons Excavation, Inc. for the 2024 Pavement Patching Project (R-718) in the Amount of \$72,530.00

### APPROVE AND/OR AUTHORIZE FOR SIGNATURE

- 7.** Extension of IGA with Columbia County for Community Corrections Work Crews to Help Clean Parks
- 8.** Agreement with the Oregon Department of Consumer & Business Services Building Codes Division for the ePermit System and Services
- 9.** Extension of Agreement with Steve Sharfstein for Defense Attorney Services for Appointed Indigent Defendants in Municipal Court

- [10.](#) Agreement with Lance D. Quaranto for Defense Attorney Services for Appointed Indigent Defendants in Municipal Court
- [11.](#) Agreement with Steven Leskin for Defense Attorney Services for Appointed Indigent Defendants in Municipal Court
- [12.](#) Second Amendment to Agreement with Pauly, Rogers & Co., P.C., for Auditing Services
- [13.](#) Fourth Amendment to Contract w/ Kittelson & Associates, Inc. to Extend Contract Time
- [14.](#) Contract with Moore Excavation, Inc. for Undergrounding Electrical Services on the S. 1st Street – Strand Street Road and Utilities Extension Project

**CONSENT AGENDA FOR ACCEPTANCE**

- [15.](#) Abstract of Votes from May 21, 2024 Election
- [16.](#) Findings in Support of an Emergency Procurement of Forestry Management Services
- [17.](#) Amend Agreement with Mason, Bruce & Girard for Forest Management Services to Extend Agreement Month-to-Month beginning July 1, 2024

**CONSENT AGENDA FOR APPROVAL**

- [18.](#) City Council Minutes dated June 5, June 12, and June 17, 2024
- [19.](#) Accounts Payable Bill Lists

**WORK SESSION ACTION ITEMS****COUNCIL MEMBER REPORTS****MAYOR SCHOLL REPORTS****OTHER BUSINESS****ADJOURN****VIRTUAL MEETING DETAILS**

Join: <https://us02web.zoom.us/j/89581934568?pwd=aOK5x5bJa2LsUI3Dvs3zWFDbtNmhYk.1>

Passcode: 576943

Dial: 253-205-0468

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The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or for other accommodations for persons with disabilities should be made at least 48 hours before the meeting to City Hall at 503-397-6272.

Be a part of the vision and get involved...volunteer for a City Board or Commission! For more information or for an application, go to [www.sthelensoregon.gov](http://www.sthelensoregon.gov) or call 503-366-8217.

City of St. Helens  
**ORDINANCE NO. 3302**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY AT 35456 EAST DIVISION ROAD

**WHEREAS**, applicant Christine Dahlgren has requested to annex to the City of St. Helens certain property at 35456 East Division Road. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

**WHEREAS**, the applicant has consented in writing to the proposed annexation; and

**WHEREAS**, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

**WHEREAS**, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

**WHEREAS**, appropriate notice has been given and a public hearing was held June 19, 2024, on the annexation proposal; and

**WHEREAS**, the Council has considered findings of compliance with criteria and law applicable to the proposal.

**NOW, THEREFORE, THE CITY OF ST. HELENS DOES ORDAIN AS FOLLOWS:**

**Section 1.** The above recitations are true and correct and are incorporated herein by this reference.

**Section 2.** The property described in **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

**Section 3.** The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Highway Commercial (HC).

**Section 4.** The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Highway Commercial (Incorporated).

**Section 5.** In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.2.23 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

**Section 6.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time: July 16, 2024  
Read the second time: August 7, 2024

**APPROVED AND ADOPTED** this 7<sup>th</sup> day of August, 2024 by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

**EXHIBIT A**  
**LEGAL DESCRIPTION**

A parcel of land located in the NE ¼ of the SW ¼ of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at the southernmost point of Lot 14 of the McNulty Heights Subdivision, Columbia County, Oregon;

Thence South 26°26'42" East 176.9 feet to the **True Point of Beginning** of the parcel herein described;

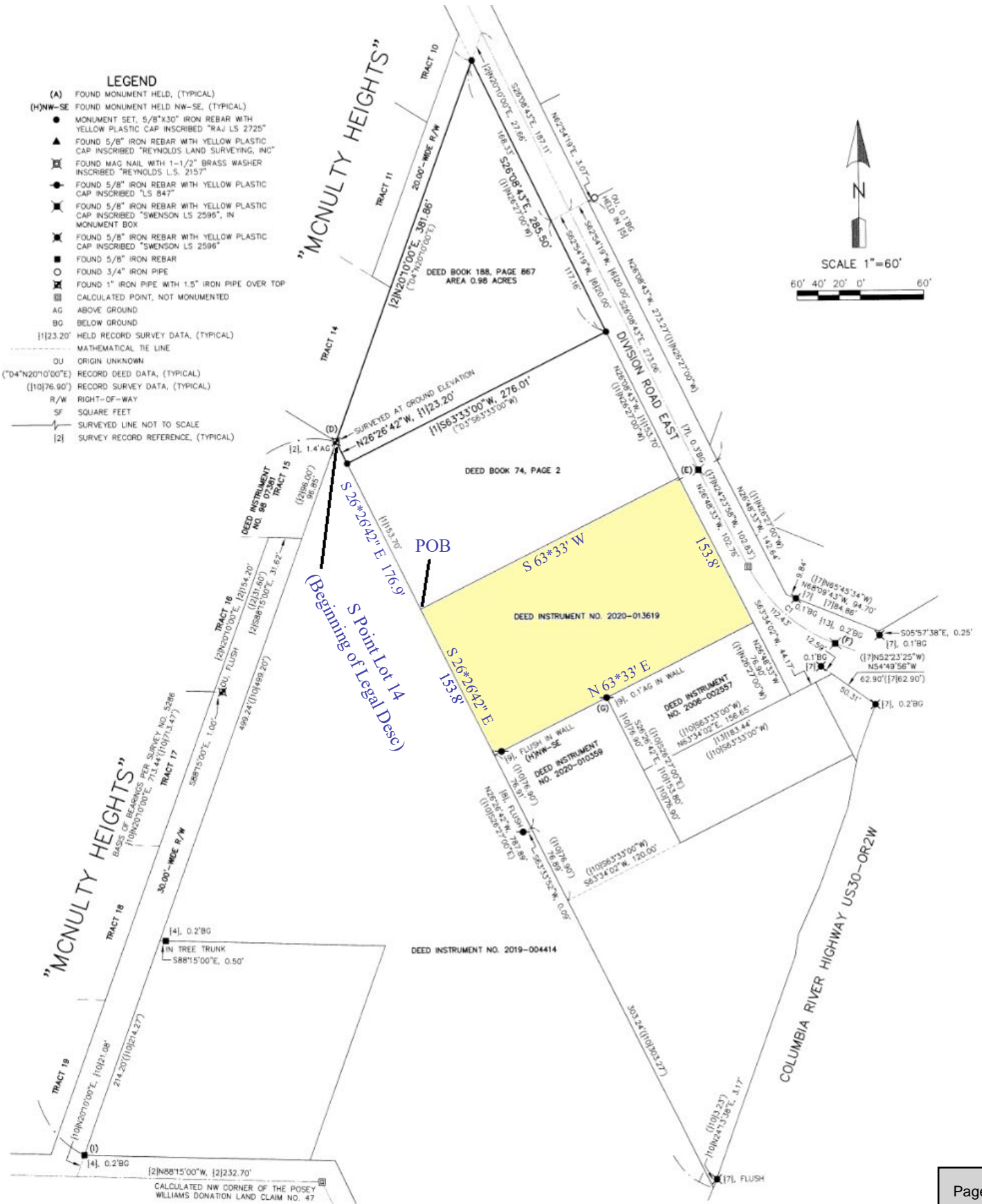
Thence continuing South 26°26'42" East 153.8 feet;

Thence North 63°33' East to a point on the West line of the Division Road East right-of-way;

Thence Northerly along said right-of-way line 153.8 feet;

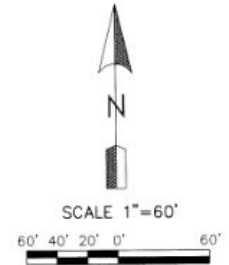
Thence South 63°33' West to the **True Point of Beginning**.

ORD. 3302 EXHIBIT B  
NE 1/4 SW 1/4 SEC. 8 T.4N R.1W W.M.  
COLUMBIA COUNTY



LEGEND

- (A) FOUND MONUMENT HELD, (TYPICAL)
- (H)NW-SE FOUND MONUMENT HELD NW-SE, (TYPICAL)
- MONUMENT SET, 5/8"x30" IRON REBAR WITH YELLOW PLASTIC CAP INSCRIBED "RAJ LS 2725"
- ▲ FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP INSCRIBED "REYNOLDS LAND SURVEYING, INC"
- ⊗ FOUND MAG NAIL WITH 1-1/2" BRASS WASHER INSCRIBED "REYNOLDS L.S. 2157"
- FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP INSCRIBED "LS 847"
- ⊗ FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP INSCRIBED "SWENSON LS 2596", IN MONUMENT BOX
- ⊗ FOUND 5/8" IRON REBAR WITH YELLOW PLASTIC CAP INSCRIBED "SWENSON LS 2596"
- FOUND 5/8" IRON REBAR
- FOUND 1/4" IRON PIPE
- ⊗ FOUND 1" IRON PIPE WITH 1.5" IRON PIPE OVER TOP
- ⊗ CALCULATED POINT, NOT MONUMENTED
- AG ABOVE GROUND
- BC BELOW GROUND
- {1}23.20' HELD RECORD SURVEY DATA, (TYPICAL)
- MATHEMATICAL TIE LINE
- OU ORIGIN UNKNOWN
- (\*D4°N20'10"00"E) RECORD DEED DATA, (TYPICAL)
- {110}76.90' RECORD SURVEY DATA, (TYPICAL)
- R/W RIGHT-OF-WAY
- SF SQUARE FEET
- SURVEYED LINE NOT TO SCALE
- {2} SURVEY RECORD REFERENCE, (TYPICAL)



**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.2.23**

**APPLICANT:** Christine Dahlgren  
**OWNERS:** Same as applicant  
**ZONING:** Columbia County’s Commercial-General (C-3)  
**LOCATION:** 35456 E. Division Road  
 4N1W-8CA-1900  
**PROPOSAL:** The property owner filed consent to annex because they wanted to connect to City sewer.

**SITE INFORMATION / BACKGROUND**

The subject property is 1 acre in size. It is developed with a detached single-family dwelling and a small detached accessory structure (shed). There are two developed accesses from East Division Road which are paved and include concrete aprons and asphalt drives. The 2<sup>nd</sup> access appears to lead to a building pad where there may have been another structure at one time but there is no longer. The lot also includes developed curb/gutter along the frontage, but no sidewalk improvements. There is a public sanitary sewer line which runs along the southern property line.

**Abutting Zoning**

North – County’s Commercial-General (C-3)  
 East – County’s Commercial-General (C-3)  
 South - County’s Commercial-General (C-3)  
 West - County’s Commercial-General (C-3)

**PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: May 14, 2024. Public hearing before the City Council: June 19, 2024.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on April 9, 2024, through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property on April 17, 2024, via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

**Notice** was published on May 1, 2024, in The Chronicle newspaper.

**AGENCY REFERRALS & COMMENTS**

The following agency referrals/comments were received:

**Columbia County Land Development Services:** No concerns related to the annexation as proposed provided all annexation criteria have been met.

**Columbia County Public Works:** No comments or concerns for the annexation. In the future, if this property goes through any development that requires a building permit, then they will need to obtain an access permit through the County Public Works Department.

### APPLICABLE CRITERIA, ANALYSIS & FINDINGS

#### SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
  - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
  - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
  - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
  - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

**Discussion:** (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Highway Commercial. Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety, and welfare of the community.



**(a)(ii)** The City’s Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

**(a)(iii)** In addition, Section 3 of the City’s Charter states that “annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate.” However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City’s Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

This property is separated by only a public right-of-way to City limits. As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate. Other provisions applicable to this proposal are discussed elsewhere herein.

**(b)** There is no evidence of a change in neighborhood, or mistake or inconsistency in the Comprehensive Plan or Zoning Map.

**Finding:** The quasi-judicial amendment and standards criteria are met.

### **SHMC 17.08.060 – Transportation planning rule compliance**

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR”)). “Significant” means the proposal would:
  - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
  - (b) Change standards implementing a functional classification system; or
  - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
    - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
    - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
    - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
  - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.

- (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
  - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
  - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

**Discussion:** This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County's Commercial-General (C-3) and the City's only zoning option given annexation is Highway Commercial.**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City's zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

**Finding:** No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

#### **SHMC 17.28.030 (1) – Annexation criteria**

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

**Discussion:** (a) Water – The site is currently connected to McNulty Water.

**Sewer** – Access to the City sewer is available in E. Division Road. Since the applicant filed a consent to annex, they have connected the property to City sewer (via Building Permit No. 15110) because of a failing septic system.

With regards to *capacity*, the City's wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen

Demand (BOD) and a monthly average limit of 26,862 pounds. This is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that further development of the subject property (e.g., land division creating new parcels) would depend on. The WWMP can be found here:

<https://www.sthelensoregon.gov/engineering/page/public-infrastructure-master-plans>

If the subject property was redeveloped in the future with a proposal that required a land use permit (e.g., Site Development Review or Partition) while the conveyance issue still exists, the city may implement a proportional fee as a condition of approval to contribute to the conveyance projects in the WWMP to help offset the deficiency. Because single-family dwellings and duplexes are not subject to Site Development Review per SHMC 17.96.020, the fee would not apply to that type of development. As a property that has an existing detached single-family dwelling, this fee would not apply to this annexation.

**Transportation** - As described above, this proposal poses no significant impact on a transportation facility.

**Finding:** Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

**(b)** The land use of the subject property is a detached single-family dwelling. This is not an allowed use in the City’s Highway Commercial (HC) zoning district. It is also not allowed as a sole principal use in the County’s C-3 zone. It is a non-conforming use of the property and will continue to be upon annexation into the City.

**Finding:** There is no known conflict with the Comprehensive Plan and implementing ordinances.

**(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.**

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City’s jurisdiction and City of St. Helens corporate limits is separated only by public right-of-way along E. Division Road to the southeast.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city’s charter as well as other ORS. St. Helens’ Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

**ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.** The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***  
*Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.*

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations. The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***  
*This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.*

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***  
*Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."*

The subject property is served by McNulty water. City sewer capacities are explained above. The existing development is adequately served.

- **Statewide Planning Goal 12: Transportation.**

*Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a “safe, convenient and economic transportation system.” This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule (“TPR”). The TPR contains numerous requirements governing transportation planning and project development.*

Traffic impacts and the City’s provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

**(d)** The subject property has access off East Division Road which is within the County’s jurisdiction. The roadway is classified as a local street in our TSP which has a minimum right-of-way of 50’, which is not met. The roadway is also not developed with frontage improvements (sidewalks) abutting the subject property.

**However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements or right-of-way dedications.** As such, no improvements or requirements are warranted with this proposal. At the time of future development, this would be considered.

**(e)** The subject property is not zoned residential. This does not apply.

**Finding:** The annexation approval criteria are met for this proposal.

#### **SHMC 17.28.030 (2) – Annexation criteria**

The plan designation and the zoning designation placed on the property shall be the city’s zoning district which most closely implements the city’s comprehensive plan map designation.

**Discussion:** The Comprehensive Plan designation is currently Unincorporated Highway Commercial (UHC). The City’s only zoning option given annexation is Highway Commercial (HC). The Comprehensive Plan designation would thus be Highway Commercial (Incorporated) (HC).

**Finding:** Upon annexation, the subject property’s Comprehensive Plan designation shall be Highway Commercial (Incorporated) and zoned Highway Commercial (HC).

#### **SHMC 17.112.020 – Established & Developed Area Classification criteria**

(1) Established Area.

- (a) An “established area” is an area where the land is not classified as buildable land under OAR 660-08-0005;
- (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and

- (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A “developing area” is an area which is included in the city’s buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

**Discussion:** OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly owned land is generally not considered available for residential uses. Land is generally considered “suitable and available” unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned.

**Finding:** The subject property is not zoned residential. This provision does not apply.

**CONCLUSION & DECISION**

**Based upon the facts and findings herein, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Highway Commercial (Incorporated) HC and be zoned Highway Commercial (HC).**

\*This annexation will **not** be subject to voter approval subsequent to this land use process.\*

\_\_\_\_\_  
Rick Scholl, Mayor

\_\_\_\_\_  
Date

**City of St. Helens**  
**ORDINANCE NO. 3303**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY WEST, SOUTH, AND EAST OF 58212 OLD PORTLAND ROAD

**WHEREAS**, applicant the Port of Columbia County requested to annex to the City of St. Helens certain property west, south, and east of 58212 Old Portland Road. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

**WHEREAS**, the applicant has consented in writing to the proposed annexation; and

**WHEREAS**, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

**WHEREAS**, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

**WHEREAS**, appropriate notice has been given and a public hearing was held June 19, 2024, on the annexation proposal; and

**WHEREAS**, the Council has considered findings of compliance with criteria and law applicable to the proposal.

**NOW, THEREFORE, THE CITY OF ST. HELENS DOES ORDAIN AS FOLLOWS:**

**Section 1.** The above recitations are true and correct and are incorporated herein by this reference.

**Section 2.** The property described in **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

**Section 3.** The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Heavy Industrial (HI).

**Section 4.** The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Heavy Industrial (Incorporated).

**Section 5.** In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.3.23 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

**Section 6.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:	July 16, 2024
Read the second time:	August 7, 2024

**APPROVED AND ADOPTED** this 7<sup>th</sup> day of August, 2024 by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder



EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land located in the SE  $\frac{1}{4}$  of Section 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at the Southwest corner of the Posey Williams Donation Land Claim (D.L.C.) No. 47 in Section 17 and 8, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon;

Thence along the South line of said D.L.C. North  $82^{\circ}00'$  East 930.6 feet;

Thence North  $60^{\circ}00'$  East 750.4 feet;

Thence North  $37^{\circ}00'$  East 828.66 feet;

Thence leaving said South line North  $25^{\circ}19'$  West, parallel to the West line of said D.L.C. a distance of 2659.89 feet to the Southerly right-of-way line of Old Portland Road;

Thence South  $53^{\circ}39'$  West, along said Southerly right-of-way line 157.70 feet to the **True Point of Beginning** of the parcel herein described;

Thence South  $38^{\circ}14'20''$  East 100 feet;

Thence North  $63^{\circ}34'50''$  East 19.27 feet;

Thence South  $29^{\circ}11'13''$  East 336.93 feet;

Thence North  $51^{\circ}54'41''$  East 468.83 feet;

Thence North  $49^{\circ}19'37''$  East 176.01 feet;

Thence North  $9^{\circ}19'38''$  East 233.37 feet;

Thence North  $9^{\circ}05'00''$  West 284.25 feet to a point on the Southerly right-of-way line of Old Portland Road;

Thence East along said right-of-way line to a point where said right-of-way line intersects the East line of the Posey Williams D.L.C. No. 47;

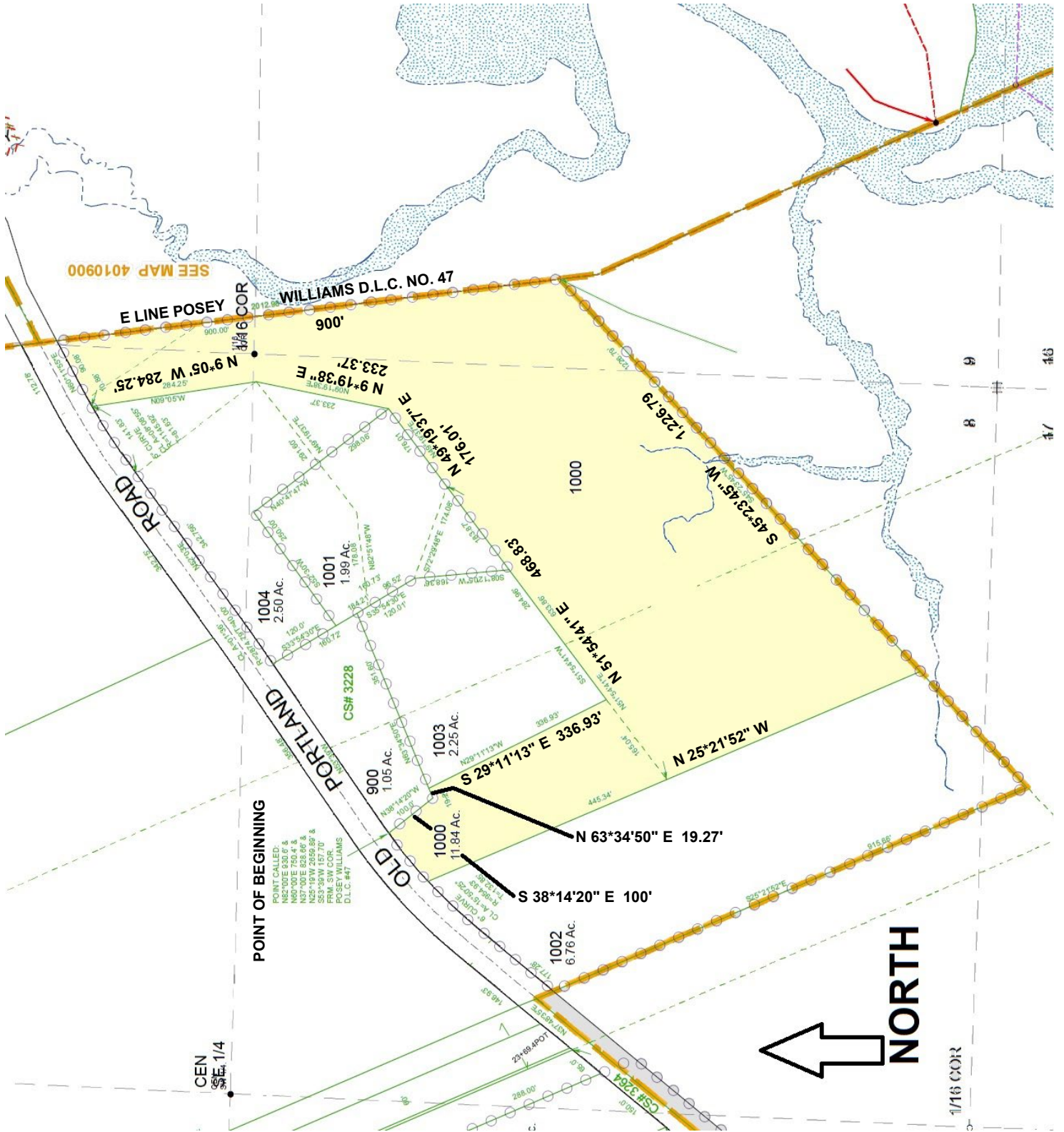
Thence South along said D.L.C. a distance of 900 feet;

Thence South  $45^{\circ}23'45''$  West 1226.79 feet;

Thence North  $25^{\circ}21'52''$  West to the Southerly right-of-way line of Old Portland Road;

Thence East along said right-of-way line to the **True Point of Beginning**.

ORD. 3303 EXHIBIT B  
SE ¼ SEC. 8 T.4N R.1W W.M.  
COLUMBIA COUNTY



**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.3.23**

**APPLICANT:** Port of Columbia County, c/o Sean Clark  
**OWNERS:** Same  
**ZONING:** Columbia County’s Heavy Industrial (M-1)  
**LOCATION:** Property west, south, and east of 58212 Old Portland Road  
Map No. 4N1W-8D-1000  
**PROPOSAL:** The property owner filed consent to annex because they desire to connect to City utilities

**SITE INFORMATION / BACKGROUND**

The subject property is an irregular shaped lot at 11.84 acres. The site is accessed off Old Portland Road, which is a developed minor arterial classified street without frontage improvements (sidewalks and curb) abutting the property. The site has land use approval with County File DR 23-06 for a 10,320 sq. ft. maintenance building for the Port of Columbia County. A large portion of the property is encumbered by the 100-year flood plain with the site sloping heavily along the southeastern property line. The Port’s project intends to keep the proposed building out of the 100-year flood plain. The City’s Local Wetland Inventory also identifies wetland MC-25a which is a locally significant wetland with a 75’ upland protection zone. The Port’s project avoids the wetland areas.

**Abutting Zoning**

North – City Heavy Industrial (HI) & County Heavy Industrial (M-1)  
East – City Heavy Industrial (HI)  
South – City Heavy Industrial (HI)  
West – County Heavy Industrial (M-1)

**PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: May 14, 2024. Public hearing before the City Council: June 19, 2024.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on April 3, 2024, through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property on April 17, 2024, via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

**Notice** was published on May 1, 2024, in The Chronicle newspaper.

## AGENCY REFERRALS & COMMENTS

The following agency comments were received:

**Columbia County Land Development Services:** No concerns about this proposal as present.

**Columbia County Public Works:** No comments or concerns for this annexation. It looks like there are no County roads involved. Old Portland Road is the City's jurisdiction in this location.

## APPLICABLE CRITERIA, ANALYSIS & FINDINGS

### SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
  - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
  - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
  - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
  - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

**Discussion:** (a)(i) The Comprehensive Plan designation for the subject property is Unincorporated Heavy Industrial (UHI). Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1).

SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. Sewer and water capacity to serve this property is addressed in more detail under SHMC 17.28.030 (1) below. By this review process, the proposal complies with this aspect of the Comprehensive Plan. There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC. Zoning and Comprehensive Plan designations are addressed under SHMC 17.28.030 (1)

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety, and welfare of the community.

**(a)(ii)** The City’s Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

**(a)(iii)** In addition, Section 3 of the City’s Charter states that “annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate.” However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City’s Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will **not** be subject to a majority vote among the electorate. Other provisions applicable to this proposal are discussed elsewhere herein.

**(b)** There is no evidence of a change in neighborhood, or mistake or inconsistency in the Comprehensive Plan or Zoning Map.

**Finding:** The quasi-judicial amendment and standards criteria are met.

### **SHMC 17.08.060 – Transportation planning rule compliance**

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR”)). “Significant” means the proposal would:
  - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
  - (b) Change standards implementing a functional classification system; or
  - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
    - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
    - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
    - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:

- (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
  - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
  - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
  - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

**Discussion:** This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County’s Heavy Industrial (M-1) and the City’s zoning option given annexation is Heavy Industrial.**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City’s zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

**Finding:** No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

#### **SHMC 17.28.030 (1) – Annexation criteria**

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years’ supply of like designated lands in current city limits).

**Discussion:** (a) Water – City water is available in the Old Portland Road right-of-way. With regards to capacity, the City’s current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City’s municipal water system as infrastructure has substantial capacity available.

**Sewer** – While not currently connected to City sewer, it is available along the Old Portland Road right-of-way.

With regards to *capacity*, the City’s wastewater treatment plant currently has a daily limit (physically and as permitted by DEQ) to handle over 50,000 pounds of Biochemical Oxygen Demand (BOD) and a monthly average limit of 26,862 pounds. This is the “loading” or potency of the wastewater received by the plant. The average daily BOD is well below this at only 1,500 pounds. Sanitary sewer *capacity* is adequate.

With regards to *conveyance*, the County’s approval of County file DR 23-06 included referral comments from the City which addressed the City’s sanitary sewer conveyance issues identified in the City’s 2021 Wastewater Master Plan. The city recommended specific conditions that were partially reflected in the County’s final decision per condition 8.aa (there are two condition “8.a’s”), requiring a will serve letter from the city verifying the new maintenance facility can utilize its water and sewer. However, specific language pertaining to the “fair share” fee was not included. To help ensure this provision is an aspect of this will serve letter, the following condition shall be incorporated into this annexation:

*For the project triggering this annexation, as approved by Columbia County File DR 23-06, an additional “fair share” fee shall be paid per equivalent dwelling unit (EDU) based on the portions of the city wastewater collection system between the subject property and the wastewater treatment plant, that this development depends on, that are at or above capacity as identified in the city’s 2021 Wastewater Master Plan. Estimated per EDU cost is \$3,200 based on October 2022 dollars. Inflation adjustment to value at time of building permit issuance shall be included.*

Below are the sanitary sewer findings of the City per its referral for County file DR 23-06 to be incorporated with this annexation:

City sanitary sewer is available along the Old Portland Road right-of-way. Like with water, connection will require a consent to annex to be filed with the city (and recorded on the deed records of the County Clerk). In addition, System Development Charges and connection fees will apply.

Pumping may be necessary for the sanitary sewer.

Moreover, there are system deficiencies in the city’s sanitary sewer system. The city adopted a new **Wastewater Master Plan (WWMP)** in November 2021 that identifies undersized trunk lines already operating at or above capacity that this development would depend on. The WWMP can be found here:

<https://www.sthelensoregon.gov/engineering/page/public-infrastructure-master-plans>

Sewer pipes are considered “at capacity” when peak flows exceed 85% of the full depth of the pipe in accordance with industry standards. This depth is based on the maximum depth of flow ratio (d/D), where “d” is the depth of flow and “D” is the pipe diameter. The WWMP includes an exhibit—Figure 18—that shows that a portion of the sanitary sewer main along the north side of the waste water treatment pond is currently operating between 0.85 and 0.99. This is greater than the industry and city standard 85% “at capacity” flows and is a portion of the conveyance system between the subject property and the wastewater treatment plant.

Pipeline surcharging occurs as flows exceed the capacity of a full pipe, causing wastewater to back up into manholes and services. In addition to potentially backing up into homes and health risks

associated with sanitary sewer overflows, Oregon DEQ prohibits all sanitary sewer overflows and can fine cities for allowing such and has done so to other jurisdictions. Examples of DEQ fines can be found here:

[https://www.oregon.gov/deq/Pages/enforcement-actions.aspx?wp2643=p:2#g\\_c4e47a01\\_bc88\\_4a9f\\_aa38\\_c1bcac799ce5](https://www.oregon.gov/deq/Pages/enforcement-actions.aspx?wp2643=p:2#g_c4e47a01_bc88_4a9f_aa38_c1bcac799ce5)

This deficiency could be a basis to disallow connection to the sanitary sewer system. However, the city can accept a fee to help offset costs of sanitary sewer upgrades to avoid delays to this project.

A condition of approval to require a fee per equivalent dwelling unit will be included. This is not a System Development Charge pursuant to ORS 223.299(4)(b); it is a temporary charge by order for development and land divisions proposed under these circumstances until the infrastructure is in order per the WWMP. The nexus is clear as it relates to the sewer conveyance deficiency and an amount has been determined based on calculations to determine fair proportionality—see attached **St. Helens Wastewater Collection System New Sewer Connection Surcharge memo**.

**For this project, the fee per equivalent dwelling unit is \$3,200**, and this estimated amount is determined to be a fair share quantity for this proposal. It is based on October 2022 dollars, and inflation must be considered.

**Transportation** - As described above, this proposal poses no significant impact on a transportation facility.

**Finding:** Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

**(b)** This property is currently vacant. The County-approved development proposal for a maintenance building would be considered a public facility, major in the City's HI zone. This is a conditional use per the city's zoning. There is no known conflict with the Comprehensive Plan and implementing ordinances.

**(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.**

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on three sides of the subject property. Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.



**ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.** The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***  
*Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.*

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations. The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***  
*This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.*

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- ***Statewide Planning Goal 11: Public Facilities and Services.***  
*Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."*

City water and sewer capacities are addressed under SHMC 17.28.030 (1) above. There is no evidence that adequate infrastructure will not be available to serve the annexed area if developed in the future.

- ***Statewide Planning Goal 12: Transportation.***  
*Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is*

*accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule (“TPR”). The TPR contains numerous requirements governing transportation planning and project development.*

Traffic impacts and the City’s provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

**(d)** The subject property abuts Old Portland Road. Old Portland Road is classified as a minor arterial with a minimum right-of-way width of 60’, which is met.

There are no frontage improvements (sidewalks and curb) abutting the subject property. City standards require such improvements. Such was not required by Columbia County’s approval of DR 23-06, which is the development prompting this annexation. Because no such requirement was associated with the development permitting and that an annexation, by itself, does not provide the necessary legal nexus and proportionality to require such improvements, no conditions for this annexation pertaining to street improvements are warranted.

**(e)** The subject property is not zoned residential. A needs analysis is not necessary.

**Finding:** The annexation approval criteria are met for this proposal.

#### **SHMC 17.28.030 (2) – Annexation criteria**

The plan designation and the zoning designation placed on the property shall be the city’s zoning district which most closely implements the city’s comprehensive plan map designation.

**Discussion:** The Comprehensive Plan designation is currently Unincorporated Heavy Industrial (UHI). The City option for zoning is Heavy Industrial (HI). The Comprehensive Plan designation would be Heavy Industrial (Incorporated).

**Finding:** Upon annexation, the subject property’s Comprehensive Plan designation shall be Heavy Industrial (Incorporated) and zoned Heavy Industrial (HI).

#### **SHMC 17.112.020 – Established & Developed Area Classification criteria**

- (1) Established Area.
  - (a) An “established area” is an area where the land is not classified as buildable land under OAR 660-08-0005;
  - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
  - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A “developing area” is an area which is included in the city’s buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

**Discussion:** OAR 660-008-0005 classifies *buildable land* as:

Residentially designated land within the urban growth boundary, including both vacant and developed land likely to be redeveloped, that is suitable, available and necessary for residential uses. Publicly

owned land is generally not considered available for residential uses. Land is generally considered "suitable and available" unless it:

- (a) Is severely constrained by natural hazards as determined under Statewide Planning Goal 7;
- (b) Is subject to natural resource protection measures determined under Statewide Planning Goals 5, 6, 15, 16, 17 or 18;
- (c) Has slopes of 25 percent or greater;
- (d) Is within the 100-year flood plain; or
- (e) Cannot be provided with public facilities.

**Discussion:** OAR 660-008-0005 generally defines "Buildable Land" as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is not zoned residential. This provision does not apply.

**Finding:** This provision is not applicable.

**CONCLUSION & DECISION**

**Based upon the facts and findings herein, City Council approves of this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Heavy Industrial (Incorporated) and be zoned Heavy Industrial (HI), with the condition that:**

For the project triggering this annexation, as approved by Columbia County File DR 23-06, an additional "fair share" fee shall be paid per equivalent dwelling unit (EDU) based on the portions of the city wastewater collection system between the subject property and the wastewater treatment plant, that this development depends on, that are at or above capacity as identified in the city's 2021 Wastewater Master Plan. Estimated per EDU cost is \$3,200 based on October 2022 dollars. Inflation adjustment to value at time of building permit issuance shall be included.

\*This annexation will **not** be subject to voter approval subsequent to this land use process.\*

\_\_\_\_\_  
Rick Scholl, Mayor

\_\_\_\_\_  
Date

**City of St. Helens**  
**ORDINANCE NO. 3304**

AN ORDINANCE TO ANNEX AND DESIGNATE THE ZONE OF CERTAIN  
PROPERTY AT 2180 GABLE ROAD

**WHEREAS**, applicant JLJ Earthmovers, LLC has requested to annex to the City of St. Helens certain property at 2180 Gable Road. This property is also described per **Exhibit A** and depicted per **Exhibit B**; and

**WHEREAS**, the applicant has consented in writing to the proposed annexation; and

**WHEREAS**, the applicant constitutes 1) all the owners of the property to be annexed, and 2) more than half of the owners of the property to be annexed own more than half of such property representing more than half of the assessed value pursuant to ORS 222.170(1); and

**WHEREAS**, the City Council must determine the incorporated Comprehensive Plan Map designation and the Zone Map designation; and

**WHEREAS**, appropriate notice has been given and a public hearing was held June 19, 2024 on the annexation proposal; and

**WHEREAS**, the Council has considered findings of compliance with criteria and law applicable to the proposal.

**NOW, THEREFORE, THE CITY OF ST. HELENS DOES ORDAIN AS FOLLOWS:**

**Section 1.** The above recitations are true and correct and are incorporated herein by this reference.

**Section 2.** The property described in **Exhibit A** and depicted in **Exhibit B** is hereby accepted for annexation to the City of St. Helens.

**Section 3.** The St. Helens Zoning Ordinance Map is hereby amended to reflect that the property described herein shall be zoned Light Industrial, LI.

**Section 4.** The St. Helens Comprehensive Plan Map is hereby amended to reflect that the property described herein shall be designated as Light Industrial, LI.

**Section 5.** In support of the above annexation and amendments described herein, the Council hereby adopts the Annexation A.1.24 Findings of Fact and Conclusions of Law, attached hereto as **Exhibit C** and made part of this reference.

**Section 6.** The effective date of this Ordinance shall be 30 days after approval, in accordance with the City Charter and other applicable laws.

Read the first time:	July 16, 2024
Read the second time:	August 7, 2024

**APPROVED AND ADOPTED** this 7th day of August, 2024 by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

EXHIBIT A  
LEGAL DESCRIPTION

A parcel of land located in Thomas H. Smith Donation Land Claim in the W ½ of the NW ¼ of Section 9, Township 4 N., Range 1 W., Willamette Meridian, Columbia County, Oregon, more specifically described as follows:

Beginning at a point which is South 1563.80 feet and East 1613.80 feet from the Northwest corner of said Thomas H. Smith Donation Land Claim, said point being the Southeast corner of the Hany H. Wallace et ux tract as described in Deed Book 104, page 355, recorded on June 29, 1949 in the Clerk's Records of Columbia County, Oregon;

Thence North 12°43'55" East, along the East line of said Wallace tract a distance of 17.10 feet to a point on the Northerly right of way line of Gable Road and the **True Point of Beginning** of the following described tract;

Thence continuing North 12°43'55" East, along the East line of said Wallace tract, a distance of 499.05 feet to a point on the Southerly right of way line of the Portland & Western Railroad Spur;

Thence along said Southerly right of way line the following 2 courses and distances;

South 57°19'58" East a distance of 372.28 feet;

Thence South 57°19'17" East a distance of 110.74 feet to a 5/8" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC";

Thence South 36°12'25" West a distance of 364.24 feet to a 5/8" Iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC" on said Northerly right of way line of Gable Road;

Thence North 77°18'49" West, along said Northerly right of way line, a distance of 308.98 feet to the **True Point of Beginning**.

EXHIBIT B

Item #3.

Record of Survey  
Property Line Adjustment  
For Nelson and Schlumpberger  
Situated In The N.W. 1/4  
Section 9, T.4N., R.1W., W.M.  
Columbia County, Oregon  
January 7, 2016

Narrative

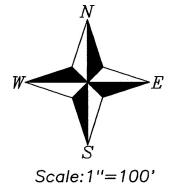
The purpose of this survey is to facilitate a Property Line Adjustment between the tracts of land described in Instrument No. 2005-009318 and Instrument No. 2015-009711 and to monument the outer boundaries of both tracts.

Basis of bearings is the my survey for Partition Plat No. 2008-17 between monuments found at points A and B (the Donation Land Claim Line). I held deed calls, per Deed Book 104, Pg. 355 and map calls, per C.S. No. L-1302 (with bearings rotated to fit my bearing on the Donation Land Claim Line) from point A to compute the position for point J. I held monuments found at points C and D to define the current North right of way line for Gable Road. I held the monuments found at points E, F and G for the Northerly right of way line of the Portland & Western Railroad Spur. I held record curve data per M-128 for curve C-1. I offset the Northerly Railroad right of way 50' Southerly for the Southerly right of way line. I held angle I-H-M per M-128 and the Plat of South St. Helens to for the bearing on the East line of the subject tract and intersect said East line with the Railroad right of way line and Gable Road right of way line to establish points M and N. I monumented the adjusted property line as directed by Clients. The Columbia County Land Development Services file number is PLA 16-20.

Legend

- Denotes monument found as noted.
○ Denotes 5/8"x30" iron rod with yellow plastic cap marked "REYNOLDS LAND SURVEYING INC".
□ Denotes calculated position.
1[ ] Denotes record data per plat of South St. Helens, Plat Book 1, Page 34 (Elliott & Scoggins, June 1912)
2[ ] Denotes record data per County Survey No. 174 (VanOrshoven, December 1922)
3[ ] Denotes record data per County Survey No. M-128, a Portland General Electric Company Property Plat (No Surveyor given, 1953)
4[ ] Denotes record data per County Survey No. L-1302 (Dewey, 1981)
5[ ] Denotes record data per County Survey No. 3016 (Dewey, 1978)
6[ ] Denotes record data per Oregon State Highway Dept. (O.S.H.D.) Drawing No. 9B-5-16 (No Surveyor given, 1969 & 1986)
7[ ] Denotes record data per Columbia County Clerk's Instrument No. 00-00001.
8[ ] Denotes record data per Columbia County Clerk's Instrument No. 32005-009318.
9[ ] Denotes record data per Columbia County Clerk's Instrument No. 2015-009711.
10[ ] Denotes record data per Columbia County Clerk's Deed Book No. 104, Page 355.

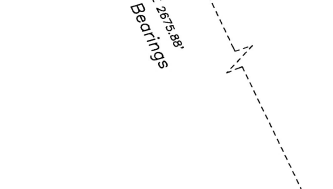
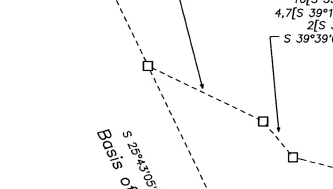
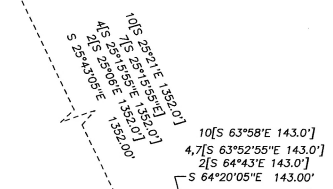
REGISTERED PROFESSIONAL LAND SURVEYOR
OREGON
JULY 26, 1985
DAVID E. REYNOLDS
2157
RENEWAL DATE: 12-31-2016



Reynolds Land Surveying, Inc.
32990 Stone Road
Warren, Oregon 97053
(503) 397-5516

Columbia County Surveyor
Insured 3-2-16
Plat 4-7-16
CS# 6179

N.W. Corner Smith DLC
5/8" IRON ROD WITH "COLUMBIA COUNTY SURVEYOR" YPC PER BEARING TREE BOOK "CS", PAGE 314



S.E. Corner John McNulty DLC
2 1/2" BRASS DISC ON 2" IRON PIPE PER COLUMBIA COUNTY BEARING TREE BOOK "CS", PAGE 376

Table with 7 columns: CURVE, RADIUS, TANGENT, LENGTH, DELTA, CHORD, CH. BEARING. It lists curve data for C-1 and C-2.

Portland & Western Railroad Spur
5[ S 56°58'19"E 372.28'
5[ S 57°19'59"E 1369.44'

1/2" IRON PIPE ORIGIN UNKNOWN-BEARNS N 43°05'40"W 2.76' C.S.NO. L-1302 NOTES "1/2" IR FD. 0.29 S. 0.80 W."

LEILA OTTO INST.NO. 00-00001

EAST LINE DEED BOOK 104, PG. 355
3/4" IRON PIPE PER C.S.NO. L-1302 BEARNS N 70°53'08"W 1.00'

POINT OF BEGINNING
POINT J IS CALLED SOUTH 1563.80' & EAST 1613.80' FROM THE N.W. CORNER OF THE SMITH D.L.C.

POINT K TO POINT L
810[N 13°06'E 518.11'
4.7[N 12°00'55"E 515.51'
N 12°43'55"E 516.13'
499.05'

POINT C TO D
S 77°18'49"E 1185.49'
6[S 76°58'20"E 1186.48'

Westerly Adjusted Tract 3.79 Acres +/-

Easterly Adjusted Tract 2.25 Acres +/-

Road

9th Street

South St. Helens

**CITY OF ST. HELENS PLANNING DEPARTMENT  
FINDINGS OF FACT AND CONCLUSIONS OF LAW  
Annexation A.1.24**

**APPLICANT:** JLJ Earthmovers, LLC  
**OWNERS:** IVES J & L & SCHLUMPBERGER R & T  
**ZONING:** Columbia County’s Light Manufacturing, M-2  
**LOCATION:** 2180 Gable Road; 4N1W-9BB-100  
**PROPOSAL:** The property owner filed consent to annex because they desire to use the City’s development rules

**SITE INFORMATION / BACKGROUND**

The subject property is 3.91 acres abutting Gable Road. It is accessed by Gable Road with one semi-paved asphalt driveway. Gable Road is a developed minor arterial-classified street without frontage improvements (sidewalks, curb, and landscape strip) abutting the subject property. The site is partially developed with a 6’ high fence with barbed wire surrounding a portion of the lot. There is an identified wetland on the property by DSL WD# 2017-0028, which is identified as Wetland MC-23 on the St. Helens Local Wetland Inventory. It is not considered a “significant” wetland per the SHMC, though state and federal requirements still apply. It encompasses the northwest corner of the lot, which is also where most of the vegetation on the lot is located. A rail spur runs along the back side of the property.

Years ago, the property was developed with what is assumed to be a single-family dwelling. Per County Assessor information in 2013 the home structure had been vacant for many years and was in poor condition. The remaining structure was demolished in 2015. There is no known lawful use of land since this dwelling was functional (sometime prior to 2013) and used, to today.

In 2017, applicants and property owners Ron Schlumpberger and Jim Ives applied for a Site Design Review with the County for RV and boat storage with an enclosed storage building (County file DR 17-04). A holding tank was proposed for sanitary sewer. This application was received by the County on April 12, 2017, with a hearing date scheduled for June 5, 2017. The application was withdrawn by the applicant on May 24, 2017, via email. City staff was aware of this at least by June 6, 2017, when the email chain was received by the City.





Based on the photo herein dated April 24, 2017, fence improvements had started to be installed before any land use approval for the property and before application withdrawal. The fencing improvements were partially completed. At least, the applicant worked with the City, so the fencing was installed to have an access point that could be potentially be approved. However, no right-of-way permit has been obtained and no paving has occurred. Gable Road, at this location, is a city jurisdiction road. For several years after the 2017 efforts, the land sat idle but with the

fence installed.

In 2023, JLJ Earthmovers, LLC applied for a Land Use Compatibility Statement (LUCS) Planning Compliance Review for a contractor's yard. Oregon DEQ typically requires a LUCS for certain activities, most commonly a 1200-C permit. It was authorized by Columbia County planning staff who noted on the LUCS that the proposal will require Site Design Review.

Towards the end of 2023/beginning of 2024 staff noticed storage activity taking place. Staff had conversations with John Jersey of JLJ Earthmovers before the Christmas and New Year's holidays given the lack of land use approval for any use of the site. After no actions, City staff filed a complaint with the County via their online system on February 12, 2024. Further conversations with JLJ Earthmovers followed. The city reviewed the consent to annex on February 28, 2024.

The reason for the annexation in this case is to use the City's land use rules. To use the site as a storage yard, the City's normal process is administrative, whereas the County processes includes a public hearing before its Planning Commission given the size of the site. The County's process is not desired by the applicant. So, the intent is to annex and use the city's land use rules to grant the use and remedy this enforcement issue.



*Photo taken March 29, 2024 looking northeast at the subject property from Gable Road.*

The applicant filed a Site Development Review (SDR.2.24) with the city on April 10, 2024, for a storage site with no buildings and to relocate the proposed access point, that in conjunction with this annexation, is an effort to achieve compliance upon annexation.

### **Abutting Zoning**

North - City Heavy Industrial (HI)

East – City Light Industrial (LI)

South – City General Commercial (GC) and County Light Manufacturing (M-2)

West – City Light Industrial (LI)

### **PUBLIC HEARING & NOTICE**

**Public hearing** before the Planning Commission for *recommendation to the City Council*: May 14, 2024. Public hearing before the City Council: June 19, 2024.

**Notice** of this proposal was sent to the Oregon Department of Land Conservation and Development on April 4, 2024, through their PAPA Online Submittal website.

**Notice** of this proposal was sent to surrounding property owners within 300 feet of the subject property on April 17, 2024, via first class mail. Notice was sent to agencies by mail or e-mail on the same date.

**Notice** was published on May 1, 2024, in The Chronicle newspaper.

### **AGENCY REFERRALS & COMMENTS**

**Columbia County Land Development Services:** No concerns with the approval of this annexation as proposed.

**Columbia County Public Works:** No comments or concerns with this annexation. It looks like there are no County Roads involved. Gable Road is the City’s jurisdiction at this property.

### **APPLICABLE CRITERIA, ANALYSIS & FINDINGS**

#### **SHMC 17.08.040 (1) – Quasi-judicial amendment and standards criteria**

- (a) A recommendation or a decision to approve, approve with conditions, or to deny an application for a quasi-judicial amendment shall be based on all of the following standards:
  - (i) The applicable comprehensive plan policies and map designation; and that the change will not adversely affect the health, safety, and welfare of the community; and
  - (ii) The applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197, until acknowledgment of the comprehensive plan and ordinances; and
  - (iii) The standards applicable of any provision of this code or other applicable implementing ordinance.
- (b) Consideration may also be given to:
  - (i) Any applicable evidence of change in the neighborhood or community or a mistake or inconsistency in the comprehensive plan or zoning map as it relates to the property which is the subject of the development application.

**Discussion: (a)(i)** The Comprehensive Plan designation for the subject property is Unincorporated Light Industrial (ULI). Applicable designation and zoning district for annexation are discussed later.

There is no known conflict with the general Comprehensive Plan policies identified in Chapter 19.08 SHMC. Note that SHMC 19.08.030 discusses public services and facilities and includes utility provisions (e.g., water and sewer) as well as services such as police and library. In sum, all services are intertwined; the consent to annexation allows connection to City sewer to support existing and future development on the subject property, and, once annexed, all other City services/facilities. By this process, the proposal complies with this aspect of the Comprehensive Plan.

There is no known conflict with the specific Comprehensive Plan policies identified in Chapter 19.12 SHMC.

There is no known conflict with the addendums to the Comprehensive Plan which includes Economic Opportunities Analysis (Ord. No. 3101), Waterfront Prioritization Plan (Ord. No. 3148), the Transportation Systems Plan (Ord. No. 3150), the Corridor Master Plan (Ord. No. 3181), and the Parks & Trails Master Plan (Ord. No. 3191), the Riverfront Connector Plan (Ord. No. 3241), and the Housing Needs Analysis (Ord. No. 3244).

Finally, there is no evidence that this proposal will be contrary to the health, safety, and welfare of the community.

**(a)(ii)** The City's Comprehensive Plan has been adopted by the State, thus, the applicable Oregon Statewide Planning Goals adopted under ORS Chapter 197 do not need to be analyzed per this section.

**(a)(iii)** In addition, Section 3 of the City's Charter states that "annexation, delayed or otherwise, to the City of St. Helens, may only be approved by a prior majority vote among the electorate." However, during the 2016 Legislative Assembly, Senate Bill 1578 was passed. It states that a City shall annex the territory without submitting the proposal to the electors if certain criteria are met:

1. Property is within the UGB
2. Property will be subject to the City's Comprehensive Plan
3. Property is contiguous to the City limits or is separated by only a public right of way or body of water
4. Property conforms to all other City requirements

As this proposal meets these criteria, this property will not be subject to a majority vote among the electorate.

Other provisions applicable to this proposal are discussed elsewhere herein.

**(b)** There is no evidence of a change in neighborhood, or mistake or inconsistency in the Comprehensive Plan or Zoning Map.

**Finding:** The quasi-judicial amendment and standards criteria are met.

### **SHMC 17.08.060 – Transportation planning rule compliance**

- (1) Review of Applications for Effect on Transportation Facilities. A proposed comprehensive plan amendment, zone change or land use regulation change, whether initiated by the city or by a private interest, shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with OAR 660-012-0060 (the Transportation Planning Rule (“TPR”)). “Significant” means the proposal would:
  - (a) Change the functional classification of an existing or planned transportation facility (exclusive of correction of map errors in an adopted plan);
  - (b) Change standards implementing a functional classification system; or
  - (c) As measured at the end of the planning period identified in the adopted transportation system plan:
    - (i) Allow land uses or levels of development that would result in types or levels of travel or access that are inconsistent with the functional classification of an existing or planned transportation facility;
    - (ii) Reduce the performance of an existing or planned transportation facility below the minimum acceptable performance standard identified in the TSP; or
    - (iii) Worsen the performance of an existing or planned transportation facility that is otherwise projected to perform below the minimum acceptable performance standard identified in the TSP or comprehensive plan.
- (2) Amendments That Affect Transportation Facilities. Comprehensive plan amendments, zone changes or land use regulations that significantly affect a transportation facility shall ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the TSP. This shall be accomplished by one or a combination of the following:
  - (a) Adopting measures that demonstrate allowed land uses are consistent with the planned function, capacity, and performance standards of the transportation facility.
  - (b) Amending the TSP or comprehensive plan to provide transportation facilities, improvements or services adequate to support the proposed land uses consistent with the requirements of OAR 660-012-0060.
  - (c) Altering land use designations, densities, or design requirements to reduce demand for vehicle travel and meet travel needs through other modes of transportation.
  - (d) Amending the TSP to modify the planned function, capacity or performance standards of the transportation facility.
- (3) Traffic Impact Analysis. A traffic impact analysis shall be submitted with a plan amendment or zone change application, as applicable, pursuant to Chapter 17.156 SHMC.

**Discussion:** This section reflects State law regarding the Transportation Planning Rule (TPR): Transportation Planning Rule (TPR), OAR 660, Division 12. The TPR requires that where an amendment to a functional plan, an acknowledged comprehensive plan, or a land use regulation would significantly affect an existing or planned transportation facility, the local government shall put in place measures to assure that allowed land uses are consistent with the identified function, capacity, and performance standards of the facility. **Current zoning of the property is Columbia County’s Light Manufacturing, M-2 and the City zoning option given annexation is Light Industrial.**

Generally, when comparing potential land use impact on transportation facilities, the *reasonable worst-case scenario* for the existing and proposed designation/zone are considered. The potential land uses are very similar for both the City and County. The City’s zoning is comparable to the County with regards to the possible intensity of uses allowed and potential vehicular trips generated. Thus, this proposal will not affect an existing or planned transportation facility.

**Finding:** No transportation facility will be significantly affected by this proposal. No traffic impact analysis is warranted.

**SHMC 17.28.030 (1) – Annexation criteria**

- (a) Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area; and
- (b) Comply with comprehensive plan amendment standards and zoning ordinance amendment standards and not be in conflict with applicable comprehensive plan policies and implementing ordinances; and
- (c) Complies with state laws; and
- (d) Abutting roads must meet city standards or property owner will be required to sign and record an irrevocable consent to local improvement district; and
- (e) Property exceeding 10 acres in gross size must show a need on the part of the city for such land if it is designated residential (e.g., less than five years' supply of like designated lands in current city limits).

**Discussion:** (a) Water – The property is not currently connected to City water. The nearest City water line is approximately 205 feet away. The City's current water capacity is 6 million gallons/day and the peak flow, usually in the summer, is 3 to 4 million gallons/day. Additionally, the City has the capacity of approximately 10 million gallons to meet future demands. Any additional uses that occur on the subject property can be accommodated by the City's municipal water system as infrastructure has substantial capacity available.

**Sewer** – City sewer is not in the immediate vicinity of the subject property. There are possible land uses for the site which would not require a connection to city sewer (e.g., the adjacent property at 2130 Gable Road has an approved holding tank for equipment storage, a truck maintenance building, and administrative office uses).

However, should the property owner wish to connect the property to City sewer in the future, the City's sewer system has notable system-wide conveyance issues as identified in the 2021 Wastewater Master Plan (WWMP). City Public Works and Engineering are in the process of designing and upgrading the system to address the conveyance deficiencies. If the property is developed with a proposal which requires a land use permit and requires connection the City's sewer system while the conveyance issue still exists, the City may implement a proportional fee as a condition of approval to contribute to the conveyance projects in the WWMP to help offset the deficiency.

**Transportation** - As described above, this proposal poses no significant impact on a transportation facility.

Adequate public facilities are available to the area and have sufficient capacity to provide service for the proposed annexation area.

(b) The site is currently vacant. There is no known conflict with the Comprehensive Plan and implementing ordinances.

(c) With regards to Oregon Revised Statutes (ORS), city annexations of territory must be undertaken consistent with ORS 222.111 to 222.183.

Pursuant to ORS 222.111(1), a City may only annex territory that is not within another City, and the territory must either be contiguous to the annexing City or be separated from the City only by a body of water or public right-of-way. The subject property is not within another City's jurisdiction and City of St. Helens corporate limits lies on four sides of the subject property.

Although undertaking an annexation is authorized by state law, the manner in which a city proceeds with annexation is also dictated in the city charter. ORS 222.111(1) references a city's charter as well as other ORS. St. Helens' Charter requirements pertaining to annexations are noted above.

Per ORS 222.111(2) an annexation may be initiated by the owner of real property or the city council. This annexation request was initiated by the property owner. Further, ORS 222.125 requires that all property owners of the subject property to be annexed and at least half of the electors residing on the property consent in writing to the annexation. These documents were submitted with the annexation application.

**ORS 197.175(1) suggests that all annexations are subject to the statewide planning goals.** The statewide planning goals that could technically apply or relate to this proposal are Goals 1, 2, 11 and 12.

- ***Statewide Planning Goal 1: Citizen Involvement.***  
*Goal 1 requires the development of a citizen involvement program that is widespread, allows two-way communication, provides for citizen involvement through all planning phases, and is understandable, responsive, and funded.*

Generally, Goal 1 is satisfied when a local government follows the public involvement procedures set out in the statutes and in its acknowledged comprehensive plan and land use regulations. The City's Development Code is consistent with State law with regards to notification requirements. Pursuant to SHMC 17.20.080 at least one public hearing before the Planning Commission and City Council is required. Legal notice in a newspaper of general circulation is also required. The City has met these requirements and notified DLCD of the proposal.

- ***Statewide Planning Goal 2: Land Use Planning.***  
*This goal requires that a land use planning process and policy framework be established as a basis for all decisions and actions relating to the use of land. All local governments and state agencies involved in the land use action must coordinate with each other. City, county, state and federal agency and special districts plans and actions related to land use must be consistent with the comprehensive plans of cities and counties and regional plans adopted under Oregon Revised Statutes (ORS) Chapter 268.*

Generally, Goal 2 requires that actions related to land use be consistent with acknowledged Comprehensive Plans and coordination with affected governments and agencies and be based on an adequate factual base. The City has an adopted Comprehensive Plan, compliance of this proposal which is addressed herein. Moreover, explanation and proof of coordination with affected agencies and factual base are described herein, as well, including inventory, needs, etc.

- **Statewide Planning Goal 11: Public Facilities and Services.**

*Goal 11 requires cities and counties to plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development. The goal requires that urban and rural development be "guided and supported by types and levels of urban and rural public facilities and services appropriate for, but limited to, the needs and requirements of the urban, urbanizable and rural areas to be served."*

There is no evidence that adequate infrastructure cannot be made available to serve the annexed area if developed in the future.

- **Statewide Planning Goal 12: Transportation.**

*Goal 12 requires cities, counties, metropolitan planning organizations, and ODOT to provide and encourage a "safe, convenient and economic transportation system." This is accomplished through development of Transportation System Plans based on inventories of local, regional and state transportation needs. Goal 12 is implemented through OAR 660, Division 12, also known as the Transportation Planning Rule ("TPR"). The TPR contains numerous requirements governing transportation planning and project development.*

Traffic impacts and the City's provisions that address the TPR are explained above. This proposal will not significantly affect an existing or planned transportation facility.

**(d)** The subject property abuts Gable Road, which is a City road at this location.

The City's Transportation Systems Plan designates Gable Road as a Minor Arterial and subject to Minor Arterial standards. The existing right-of-way width for Gable Road is sufficient for this classification. Therefore, right-of-way dedication is not necessary.

Along the subject property, Gable Road is improved with asphalt, but lacks frontage improvements such as sidewalk and curb along the subject property's frontage. City standards require such improvements.

**However, this property is not the subject of a current development land use review, which provides the legal nexus and proportionality to require such improvements.** As such, no improvements are warranted with this proposal. At the time of future development, this would be considered. However, there is an access point that is not approved by the City and is being used. All approvals for access and right-of-way improvements shall be obtained as a condition of this annexation. There are no such approvals currently.

**(e)** The subject property is not designated residential. A needs analysis is not necessary.

**Finding:** The annexation approval criteria are met for this proposal.

**SHMC 17.28.030 (2) – Annexation criteria**

The plan designation and the zoning designation placed on the property shall be the city's zoning district which most closely implements the city's comprehensive plan map designation.

**Discussion:** The Comprehensive Plan designation is currently Unincorporated Light Industrial (ULI). Upon annexation, the Comprehensive Plan designation would thus be Light Industrial (Incorporated).

**Finding:** The subject property shall be designated Light Industrial (Incorporated), LI and zoned Light Industrial (LI) upon annexation.

**SHMC 17.112.020 – Established & Developed Area Classification criteria**

- (1) Established Area.
  - (a) An “established area” is an area where the land is not classified as buildable land under OAR 660-08-0005;
  - (b) An established area may include some small tracts of vacant land (tracts less than an acre in size) provided the tracts are surrounded by land which is not classified as buildable land; and
  - (c) An area shown on a zone map or overlay map as an established area.
- (2) Developing Area. A “developing area” is an area which is included in the city's buildable land inventory under the provisions of OAR except as provided by subsection (1)(b) of this section.

**Discussion:** OAR 660-008-0005 generally defines “Buildable Land” as vacant residential property not constrained by natural hazards or resources, and typically not publicly owned. The subject property is not zoned residential. This provision does not apply.

**Finding:** This provision is not applicable.

**CONCLUSION & DECISION**

**Based upon the facts and findings herein, the City Council approves this annexation and that upon annexation, the subject property have a Comprehensive Plan designation of Light Industrial (incorporated), LI, and be zoned Light Industrial, LI, with the condition that:**

Any Gable Road access point, including one in use at the SW corner of the subject property, requires approval by the City and associated improvements including but not limited to paving prior to use. Use without such approval is contrary to this condition and applicable City law.

\*This annexation will **not** be subject to voter approval subsequent to this land use process.\*

\_\_\_\_\_  
Rick Scholl, Mayor

\_\_\_\_\_  
Date



City of St. Helens  
**RESOLUTION NO. 2015**

A RESOLUTION ADOPTING THE FINDINGS FOR A SPECIAL  
PROCUREMENT FOR UNDERGROUNDING ELECTRICAL SERVICES ON  
THE S. 1ST STREET – STRAND STREET ROAD AND UTILITIES  
EXTENSION PROJECT AND AUTHORIZING THE CITY ADMINISTRATOR  
TO EXECUTE A PUBLIC IMPROVEMENT CONTRACT WITH MOORE  
EXCAVATION, INC.

**WHEREAS**, the City of St. Helens has identified the street and utility extensions project on the St. Helens Waterfront as a catalyst for redevelopment of the prime riverfront property (former Boise Veneer Property) along the Columbia River; and

**WHEREAS**, the S. 1st Street – Strand Street Road and Utilities Extension public improvements project includes constructing joint utility trenches to relocate overhead utilities underground; and

**WHEREAS**, the work of relocating overhead utilities underground also includes the undergrounding of the electrical services in the project area; and

**WHEREAS**, Oregon Revised Statute (ORS) Chapter 279C.300 requires a competitive bidding process for Public Improvement Contracts, unless specifically excepted or exempted from competitive bidding under Oregon Revised Statute (ORS) 279C.335 and any applicable Contracting Agency administrative rules; and

**WHEREAS**, ORS 279C.335 provides for alternatives to the competitive bidding requirement that otherwise applies to public contracting, and 279B.085 authorizes the head of a contracting agency, or a person designated under ORS 279A.075, to approve a special procurement upon the adoption of certain findings following a public process; and

**WHEREAS**, previous efforts to secure competitive proposals and competitive bids for the undergrounding electrical services on the S 1st Street – Strand Street Road and Utilities Extension project have been unsuccessful; and

**WHEREAS**, to ensure the S. 1st Street – Strand Street Road and Utilities Extension public improvements continue without further risk of costly delays to the City and substantial risk of loss, damage, interruption of services, and threat to public health or safety; and

**WHEREAS**, ORS Chapter 279B.085(5) permits exemptions to competitive bidding and allow a special procurement to be made when the City Council determines by passing a resolution that the public interest and necessity demand the immediate expenditure of public money to ensure the project can be completed without further costly delays, which includes substantially reducing the overall project implementation schedule which will provide cost savings under escalating market conditions; and

**WHEREAS**, the City Council may award a Contract as a Special Procurement without the use of competitive sealed Bidding or competitive sealed Proposals as authorized by ORS 279B.050 when the requirements of ORS 279B.085 and this rule are met; and

**WHEREAS**, the findings in Exhibit A to this Resolution address the criteria of ORS 279B.050 and ORS 279B.085:

- a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or to substantially diminish competition for public improvement contracts; and
- b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency; and

**WHEREAS**, City staff have negotiated a contract price with Moore Excavation, Inc. as the only previous proposer on the project to perform the work under the emergency conditions as set forth in the Oregon Revised Statutes; and

**WHEREAS**, the City Council of the City of St. Helens acts as the local contract review board for the City, and in that capacity has authority to exempt certain contracts from the competitive bidding requirements of ORS Chapter 279C; and

**NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:**

**Section 1.** In accordance with ORS 279B.050(2), the contract for undergrounding overhead electrical services on the S. 1st Street – Strand Street Road and Utilities Extension Project is exempt from traditional competitive bidding.

**Section 2.** This exemption is supported by the findings attached in Exhibit A which are incorporated by reference herein.

**Section 3.** This Resolution is effective immediately upon its adoption.

**APPROVED AND ADOPTED** by the City Council on July 16, 2024, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

## EXHIBIT A

### FINDINGS FOR AN EXEMPTION FROM COMPETITIVE BIDDING FOR UNDERGROUNDING ELECTRICAL SERVICES ON THE S. 1ST STREET – STRAND STREET ROAD AND UTILITIES EXTENSION PROJECT

Oregon Revised Statute (ORS) 279C.300 requires competitive bidding of public works improvement contracts unless specifically excepted or exempted from competitive bidding under Oregon Revised Statute (ORS) 279C.335.

Oregon Revised Statute (ORS) 279B.085 authorizes the head of a contracting agency, or a person designated under ORS 279A.075 (Delegation), to approve a special procurement if the head of a contracting agency, or a person designated under ORS 279A.075 finds that a written request submitted under subsection (2) or (3) of this ORS 279B.085 demonstrates that the use of a special procurement as described in the request is:

- unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts, and
- is reasonably expected to result in substantial cost savings to the contracting agency or to the public; or
- otherwise substantially promotes the public interest in a manner that could not practicably be realized by complying with requirements that are applicable under ORS 279B.055 (Competitive sealed bidding), 279B.060 (Competitive sealed proposals), 279B.065 (Small procurements) or 279B.070 (Intermediate procurements) or under any rules adopted thereunder

St. Helens Municipal Code Chapter 2.04 Public Contracting Code, Section 110 (5) allows a process for approval of special solicitation methods and exemptions, where the City of St. Helens City Council in its capacity as local contract review to “approve a special procurement if the local contract review board finds that the request submitted under subsection (2) of this section demonstrates that the use of a special procurement as described in the request”.

The determination to construct a project under special procurement circumstances must be approved by the City Council or designee, upon application of the solicitation agent, in which the solicitation agent submits facts that support a finding that the construction of the improvement under the proposed method is unlikely to encourage favoritism in the awarding of public contracts or to substantially diminish competition for public contracts and is reasonably expected to result in substantial cost savings to the contracting agency or to the public. The City of St. Helens Local Contract Review Board (comprised of the City Council) may exempt a contract from competitive bidding under ORS 279C.335 based on two findings:

1. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract.
2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City of St. Helens.

Under St. Helens Municipal Code 2.04.110(5), the City Council may exempt a particular contract from formal competitive requirements and shall consider:

1. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract.
2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City of St. Helens

In exempting the public works improvement from competitive bidding under ORS 279C.335(2)(b), the Local Contract Review Board must consider the type, cost, and amount of the contract and, to the extent applicable to the particular public improvement contract, all 14 items under ORS 279C.335(2)(b)(A-N).

This document presents information the City of St. Helens City Council (Local Contract Review Board) will consider in its finding to exempt the undergrounding of electrical services on the S 1st Street – Strand Street Road and Utilities Extension Project from competitive bidding and to use the Special Procurement method where the City may award a contract without using normal competitive procurement processes.

This document presents information the City of St. Helens City Council (Local Contract Review Board) will consider in its finding to exempt the electrical services on the S 1st Street – Strand Street Road and Utilities Extension Project from competitive bidding and to use a Special Procurement.

## **I. PROJECT BACKGROUND**

S. 1st Street – Strand Street Road and Utilities Extension public improvements project is the first phase of the Riverfront Connector Plan projects that will reconstruct the entire roadway section from S. 1st Street at Cowlitz Street to the newly constructed S. 1st Street – Tualatin Street intersection. The improvements will include a new roadway sections along S. 1st Street and Strand Street, new intersections of S. 1st Street - Tualatin Street and S. 1st Street - Wapama Way, reconstructed intersections at S. 1st Street - Cowlitz Street, Strand Street - Cowlitz Street, and Strand Street - Plaza Square, improved storm drainage and stormwater quality facilities, new sanitary sewer facilities, new sewer pump station, and new water main extend through the former Boise Veneer site up to Plymouth Street, crosswalks, street lights, sidewalks, bike lanes,

and will underground franchise utilities. This first phase of the project will serve as a catalyst for the redevelopment of the prime riverfront property in St. Helens along the Columbia River.

Constructing these improvements in the St. Helens downtown makes this the most complex public improvement project ever undertaken by the City. The added effort of securing a contractor to underground the electrical services in the project area has been unsuccessful and attempts to secure bids and proposals were met with either no bids received or unreasonably high-priced cost proposals.

During previous attempts to secure bids and proposals, the only proposal the City received was from Moore Excavation Inc. (MEI), the current general contractor for the S. 1st Street – Strand Street Road and Utilities Extension project. Since this time, City’s Project Team has been negotiating with MEI to secure a more reasonable price to perform this work. On May 28, 2024, the City was able to successfully secure a cost of \$602,891 for the work, which was originally estimated at \$871,726. This is a substantial savings of over \$260,000.

An exemption granted from the competitive proposal process will allow the project to be completed without further costly delays. This undergrounding of the electrical services is critical and must be completed in order to perform and complete the remaining S. 1st Street – Strand Street Road and Utilities Extension improvements. It is necessary to secure a contract to complete the undergrounding of the electrical services.

The benefit contracting with MEI to perform this work is that they are already onsite and thoroughly familiar the site and all issues concerning the project. MEI is also the only contractor who has submitted a bid proposal for the work despite multiple attempts to secure bids for the work through the competitive bidding process.

Per ORS 279B.085(5), public notice of the approval of the special procurement will be provided in the same manner as provided in ORS 279B.055 (Competitive sealed bidding) (4).

## II. SUMMARY OF FINDINGS

With regard to ORS 279C.335, the City of St. Helens Local Contract Review Board shall consider the following in its decision to exempt the Project from competitive bidding and use the Special Procurement method:

**1. The exemption is unlikely to encourage favoritism in the awarding of the public improvement contract or substantially diminish competition for the public improvement contract because:**

- a. The City has exhausted all channels to secure competitive bids for this work and has found no other contractor willing to bid or propose on the project except for Moore Excavation Inc.

- On October 10, 2022, the City solicited for competitive proposals to Underground the Electrical Services on the St Helens Waterfront. One proposal was received on November 17 from Moore Excavation, Inc. The proposal was rejected on the basis that it did not clearly address the information requested in the RFP and did not provide sufficient clarity on how the work described in the RFP would be accomplished to allow the City to move forward with the project.
- On July 5, 2023, the City solicited for bids to Underground the Electrical Services on the St Helens Waterfront. Bids for the project were due on July 25. No bids were received.

Proposed Finding: The City has used competitive process to secure bid for the work. No other contractor other than MEI has submitted bids and proposals. Selecting MEI to perform the work makes the exemption unlikely to encourage favoritism in the awarding of the public improvement project or substantially diminish competition for the public improvement contract.

**2. Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the City of St. Helens because:**

- a. Awarding the work to MEI, who is already the prime contractor on the S. 1st Street – Strand Street Road and Utilities Extension project provides substantial benefits to the City,
  - City staff have been working with MEI to lower their bid on the work and has succeeded in reducing the proposed price of work by over \$260,000.
  - Substantial cost savings to the City will be seen in being able to have the contractor who is already mobilized onsite and has been the only firm that has shown an interest on performing the work by reducing project delays and eliminating project startup costs.
  - Substantial staff time and cost is expended to prepare Invitations for Bid solicitation documents, associated public notices, administer solicitation period activities, open bid proposals, review and select bids, conduct reference checks to confirm bidder responsibility and qualifications, prepare council reports for contract award, and prepare contracts once the council award is made. The competitive bid procurement in lieu of authorizing this special procurement would take approximately three months to conduct, would incur time delay costs on the S. 1st Street – Strand Street Road and Utilities Extension project, and staff labor and material costs for administering the bid solicitation and contracting process ranging from \$15,000 to \$25,0000.

- b. Use of Special Procurement will substantially reduce the overall project implementation schedule, which provides cost savings under escalating market conditions

Proposed Finding: Awarding the project under the exemption provides an opportunity for cost savings and provides other substantial benefits to the City. The exemption allows City staff to expedite the project by securing a direct contract with MEI on a price that has already been negotiated which will reduce costly project delays and help the project be completed in a timely manner. This benefit also reduces risks to public safety because it will allow the project to move forward and bring the City streets and walkways back to safe use much faster.

Additionally, substantial benefits of using the Special Procurement method include increased safety of the public and City staff and better ability to control the impact that current market conditions have on construction costs.

### III. RESPONSE TO ITEMS UNDER ORS 279C.335(2)(b)

In approving the finding under ORS 279C.335(2)(b), the Local Contracting Review Board must consider the type, cost, and amount of the contract and, to the extent applicable to the particular public improvement contract the 14 items outlined in ORS 279C.335(2)(b)(A-N). Information considered by the Local Contract Review Board related to each of these requirements follows:

- (A) How many persons are available to bid:

Information to be considered by the Local Contract Review Board: City staff solicited bids for the work in October 2022 and July 2023. One proposal from MEI was received in October 2022. No bids were received in July 2023. In both cases the project was advertised in the Oregon DJC, multiple Plan Holders, the City's website, and on Oregonbuys. City staff had negotiated with MEI for a cost for the work. MEI's initial bid proposal was \$871,726. The final negotiated price is \$602,891.

- (B) The construction budget and the projected operating costs for the completed public improvement:

Information to be considered by the Local Contract Review Board: The estimated construction cost for the project is \$500,000.

- (C) Public benefits that may result from granting the exemption:

Information to be considered by the Local Contract Review Board: Benefits to the public will result from the work along Strand Street, S. 1st Street, and Cowlitz Street being completed and fully reopened without substantial project timeline delay. Public safety will also be benefited because the work on these streets cannot be completed until all of

the electrical services have been relocated underground. After permanent work has been completed, the public will benefit from safer streets.

(D) Whether value engineering techniques may decrease the cost of the public improvement:

Information to be considered by the Local Contract Review Board: City staff negotiated with the MEI on the work to be , walked to site to determine where cost savings could be incurred, and successfully reached a price for the work which can be constructed more efficiently at a greater savings to the City.

(E) The cost and availability of specialized expertise that is necessary for the public improvement:

Information to be considered by the Local Contract Review Board: Construction of the Project requires a licensed electrical contractor to perform the work of relocating electrical services underground after the main power lines are moved underground. Licensed electrical contractors with this expertise are available in the Pacific Northwest.

The cost and availability of specialized expertise necessary for public improvement is not impacted by an exemption from competitive bidding and use of the Emergency Procurement method. Procurement of these services will be secured by the general contractor.

(F) Any likely increases in public safety:

Information to be considered by the Local Contract Review Board: It is important to construct the Project in a manner to ensure safe working conditions for the contractor, the neighbors, and the public that could be affected by the Project. Currently the S. 1st Street, Cowlitz Street, and Strand Street in downtown are in a transitional state, which has created safety issues with an increase pedestrian slips, trips, and falls, risky driver behavior, and hazardous worker exposures.

The Special Procurement method will allow the work to move quickly forward allowing for full buildout of the streets after the electrical services relocated underground and the remaining street construction can then be completed creating safe walkways and streets and traffic calming measures which will provide for the safe and efficient movement of vehicles, bicyclists, and pedestrians (including persons with disabilities in accordance with the Americans with Disabilities Act).

(G) Whether granting the exemption may reduce risks to the contracting agency or the public that are related to the public improvement:

Information to be considered by the Local Contract Review Board: The Special Procurement method for relocating the electrical services underground will not have an



impact on risks to the City or the Public because the work will still be performed under the City's standard public improvement contract.

(H) Whether granting the exemption will affect project funding sources:

Information to be considered by the Local Contract Review Board: The Project funding source will not be impacted by an exemption from competitive bidding and use of the Special Procurement method of delivery.

(I) Whether granting the exemption will better enable the City to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement:

Information to be considered by the Local Contract Review Board: The bidding market for public works projects in 2023 and 2024 have been impacted significantly as a result of increased commercial construction across the country and specifically in the Pacific Northwest. A shortage of skilled craftsmen and laborers, shortages of building materials, increased inflation and rising interest rates have resulted in a 24% rise in construction costs since 2022. Even when historical cost data and reliable sources are used, construction cost estimates for building trades and labor have proven to be inaccurate without real time construction pricing. Using the Special procurement method allows the City to get the project out earlier using real-time construction costs to keep the Project within budget.

(J) Whether granting the exemption will better enable the City to address the size and technical complexity of the public improvement:

Information to be considered by the Local Contract Review Board: The characteristic of the project in regard to its technical complexity is coordination. The exemption will have no negative impacts on the technical complexity of the public improvement.

(K) Whether the public improvement involves new construction or renovates or remodels an existing structure

Information to be considered by the Local Contract Review Board: The public improvement will relocate existing electrical services from overhead utilities to the underground. The site is currently in a transitional state and has been excavated prior to reopening to traffic so the risk of discovering unknown conditions and damaging existing infrastructure is minimal.

(L) Whether the public improvement will be occupied or unoccupied during construction

Information to be considered by the Local Contract Review Board: Areas where existing electrical services will be relocated from overhead utilities to the underground are already in the active construction zone of the S 1st Street – Strand Street Road and Utilities

Extension project and measures are already in place to direct vehicles and pedestrians to safe passage areas.

(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions

Information to be considered by the Local Contract Review Board: Construction will be completed in a single phase. However, the work involves several elements, which will require additional work which will not be a part of this contract. This includes moving poles off the site after the undergrounding is complete.

(N) Whether the City has, or has retained under contract, and will use city personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the City will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract

Information to be considered by the Local Contract Review Board: The City has experience using alternative contracting methods and will use specialized advisor services when necessary and the law firm of Jordan Ramis for legal counsel support for the Project. The City also contracted with Otak, engineering consultant, to assist on the project during construction.

In addition, Jordan Ramis, PC's attorneys act as general and special counsel for local governments (counties, cities, and special purpose districts) throughout Oregon. They provide advice on public contracting, design and construction litigation, property issues (including negotiation, acquisition, and condemnation), insurance coverage and defense, public meetings, public records, finance, system development charges, utility ratemaking, telecommunications, environmental and natural resources, energy, government ethics for public officials, franchise fees and privilege taxes, and other matters associated with conducting government affairs. They have provided legal counsel to municipal clients on a number of alternative delivery projects.

## II. SUMMARY OF EMERGENCY PROCUREMENT BENEFITS TO THE CITY

The City is seeking to utilize the special procurement model to minimize the substantial risk of loss, damage, interruption of services, and costly construction delays on the S 1st Street – Strand Street Road and Utilities Extension project. The savings and benefits are expected to be significant. The use of the special procurement method will allow the City to restore essential services to the public in the shortest amount of time, and will promulgate the following benefits for the City:

- Will allow the City to expedite a contract with the sole bidder on the project and immediately begin project implementation.
- Will allow schedule acceleration which will allow the City to complete the reconstruction of City streets and walkways while not incurring further costs delays, reducing overall project costs.
- Will allow the City to lock in the negotiated price for the work that reflects the City's budget most accurately.

It is the recommendation of staff that the City Council adopt and make the findings as set forth above and exempt the Undergrounding Electrical Services on the S. 1st Street – Strand Street Road and Utilities Extension project from competitive bidding and to use a Special Procurement method of delivery by directly contracting with Moore Excavation, Inc. to perform the services for the agreed upon price of \$602,891.00 plus standard contingency under a standard public improvement contract.

City of St. Helens  
**RESOLUTION NO. 2016**

**A RESOLUTION REQUIRING LUMEN TECHNOLOGIES INC. TO RELOCATE  
ITS FACILITIES UNDERGROUND WITHIN THE WATERFRONT PUBLIC  
IMPROVEMENT CONSTRUCTION PROJECT AREAS**

**WHEREAS**, the City of St. Helens has identified the public improvement projects, S. 1st Street – Strand Street Road and Utilities Extension Project and the S. 1st Street – St. Helens Street Intersection Improvements, on the St. Helens Waterfront as a catalyst for redevelopment of the prime riverfront property (former Boise Veneer Property) along the Columbia River; and

**WHEREAS**, the Waterfront public improvements projects include constructing joint utility trenches to relocate overhead utilities underground; and

**WHEREAS**, the work of relocating overhead utilities underground also includes the work of undergrounding of the existing customer services in the project area; and

**WHEREAS**, Lumen Technologies, Inc. has communication lines, service lines, fixtures, and facilities located above ground within the portion of the Waterfront public improvement projects; and

**WHEREAS**, the City of St Helens has complied with the requirements of ORS 758.025 for the relocation of utilities in highway right-of-ways, including providing notice and coordinating scope and schedule, and has discussed the plans, goals, options and objectives of the projects with Lumen Technologies, Inc.; and

**WHEREAS**, Lumen Technologies, Inc. does not have an operative franchise agreement with the City of St. Helens; and

**WHEREAS**, Lumen Technologies, Inc., despite multiple oral and written requests to do so, has failed to move its communication lines, service lines, fixtures, and facilities located within the portion of the Waterfront public improvement projects underground; and

**WHEREAS**, Lumen Technologies, Inc.'s failure to locate its communication lines, service lines, fixtures, and facilities underground is negatively impacting the S. 1st Street – Strand Street Road and Utilities Extension Project and the S. 1st Street – St. Helens Street Intersection Improvements, to the detriment of the public interest; and

**WHEREAS**, SHMC 12.20.010(3) defines "public rights-of-way" to include, but not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and all other public ways or areas, including subsurface and air space over these areas; and

**WHEREAS**, SHMC 12.20.020 grants the City of St. Helens jurisdiction and regulatory control over all public rights-of-way within the City under the authority of the City Charter and state law; and

**WHEREAS**, under SHMC 12.20.040, no person may occupy or encroach on a public right-of-way without the permission of the City of St. Helens, and the City grants permission to use rights-of-way by franchises, licenses, and permits; and

**WHEREAS**, under SHMC 12.20.045, no person may place any obstruction on, in, or over a public right-of-way; and

**WHEREAS**, under SHMC 3.12.010 (1) & (3), all persons, firms, co-partnerships, associations, corporations, districts, or people's utility districts operating a within the corporate limits of the City of St. Helens shall obtain a franchise regulating use of city streets and rights-of-way, and if any utility operates unregulated upon streets and rights-of-way within the corporate limits of the City without a franchise, the City Council may take action to refuse to allow such utility the use of City streets and rights-of-way; and

**WHEREAS**, the St. Helens City Council, in the interest of the public, wishes to order Lumen Technologies, Inc. to relocate its communication lines, service lines, fixtures, and facilities within the portion of the Waterfront public improvement projects; now therefore,

**NOW, THEREFORE, THE CITY OF ST. HELENS RESOLVES AS FOLLOWS:**

- Section 1.** IT IS HEREBY ORDERED that Lumen Technologies, Inc. is denied permission to occupy the airspace over any public right-of-way within the portion of the Waterfront public improvement project areas that is inconsistent with the plans, goals, and objectives of the projects.
- Section 2.** IT IS HEREBY ORDERED that Lumen Technologies, Inc. is granted temporary permission to use the public right-of-way within the portion of the Waterfront public improvement project only as is consistent with the plans, goals, and objectives of the projects.
- Section 3.** IT IS HEREBY ORDERED that Lumen Technologies, Inc. shall relocate its communication lines, service lines, fixtures, and facilities within the portion of the Waterfront public improvement project areas consistent with the plans, goals, and objectives of the projects within 30 days of the date of this order.
- Section 4.** IT IS FURTHER ORDERED that if Lumen Technologies, Inc. fails to relocate its communication lines, service lines, fixtures, and facilities within the portion of the Waterfront public improvement project areas within 30 days of the date of this order, Lumen Technologies, Inc. communication lines, service lines, fixtures, and facilities within the portion of the Waterfront public improvement project areas that are inconsistent with the plans, goals, and objectives of the projects are deemed a nuisance and shall be abated accordingly. The City may cause Lumen Technologies, Inc.'s communication lines, service lines, fixtures, and facilities to be removed, relocated, altered, or undergrounded at Lumen Technologies, Inc.'s sole expense. Upon receipt of a detailed invoice from the City, Lumen Technologies, Inc. shall reimburse the City for the costs the City incurred within 180 days.

**Section 5.** IT IS FURTHER ORDERED that Lumen Technologies, Inc. shall obtain franchise agreement from the City of St. Helens to cover its use of all right of ways in the City of St. Helens.

**Section 6.** This Resolution is effective immediately upon its adoption.

**APPROVED AND ADOPTED** by the City Council on July 16, 2024, by the following vote:

Ayes:

Nays:

\_\_\_\_\_  
Rick Scholl, Mayor

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

## COUNCIL ACTION SHEET

<b>To:</b>	The Mayor and Members of City Council	
<b>From:</b>	Mouhamad Zaher, Public Works Director	
<b>Date:</b>	July 16, 2024	
<b>Subject:</b>	2024 Pavement Patching Project	

**Background:** The City of St. Helens owns and maintains over 58 miles of roadway. The Engineering Division of Public Works routinely inspects all pavements within the City limits and keeps track of pavement distresses. Streets are prioritized and selected for maintenance based on condition, classification, coordination with other utility and roadway projects, and current and projected budgets. The physical conditions evaluated are ride quality, surface deterioration, alligator/fatigue cracking, wheel path rutting and shoving, longitudinal and transverse cracking, asphalt patch deterioration, and potholes. Asphalt maintenance is necessary to reduce life cycle costs and maintain a higher level of service.

This year approximately seventeen locations will receive rehabilitation, including on Cowlitz St, S Vernonia St, Sykes Rd, Crouse Way, Deer Island Rd, and Gable Rd. The project was advertised for bids on July 19, 2022 and the following bids were received and opened at 2:00 PM, July 9, 2024, in the Columbia Room in City Hall:

FIRM	LOCATION	BID
Granite Construction Company	Vancouver, WA	\$92,500.00
T.F.T. Construction, Inc.	Scappoose, OR	\$74,355.00
Clark & Sons Excavation, Inc.	Battle Ground, WA	\$72,530.00

The project was estimated at \$85,000 and will be funded through the Oregon Surface Transportation Block Grant Fund Exchange Program.

**Recommendation:** Council award the contract for the 2024 Pavement Patching Project, No. R-718 to Clark & Sons Excavation, Inc. as the lowest responsive bidder and authorize the Mayor to execute a Standard Public Improvement Contract for project. Contract will be for the amount specified in the firm's bid, plus standard contingency.

**Attachment:** Bidder's Spreadsheet



DEPARTMENT OF PUBLIC WORKS  
ENGINEERING DIVISION

**\*UNOFFICIAL BID RESULTS\***

PROJECT NAME: 2024 Pavement Patching Project PROJECT NO. R-718

BID OPENING: 2:00 P.M., Tuesday, July 9, 2024 ENGINEER'S ESTIMATE: \$85,000

BID OPENING WITNESSED BY: Mouhamad Zaher, Sharon Darroux, Alex Bird, Tim Underwood, Ethan Stirling, Dave Elder

ARE BIDS LISTED IN THE ORDER OPENED? Yes

Contractor's Name and Address	10% Bid Bond or Check Enclosed	Bid Signed	Addendum(s) Acknowledged	Bid Amount
Granite Construction Company 16821 SE McGillvray Blvd Suite 210B Vancouver, WA 98683	YES	YES	N/A	\$92,500.00
T.F.T. Construction, Inc. 53990 West Lane Road Scappoose, OR 97215	YES	YES	N/A	\$74,355.00
Clark & Sons Excavation, Inc. 7601 NE 289th St. Battle Ground, WA 98604	YES	YES	N/A	\$72,530.00

RECOMMENDATION (APPARENT RESPONSIVE LOW BIDDER): Clark & Sons Excavation, Inc.



AMENDMENT NUMBER TWELVE TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN COLUMBIA COUNTY, OREGON AND  
CITY OF ST. HELENS, OREGON

This Amendment Number Twelve is to the Intergovernmental Agreement by and between the City of St. Helens, Oregon (“City”) for the provision of supervised Community Corrections work crews effective May 16, 2007, the (“IGA”).

WHEREAS, on May 16, 2007, the County and City entered into the IGA for the provision of supervised Community Corrections work crews; and

WHEREAS, On June 25, 2009, the parties approved Amendment Number One to the IGA, amending Section 3, Compensation; and

WHEREAS, on December 17, 2009, the parties approved Amendment Number Two to the IGA, renewing the IGA for a term of one year, beginning July 1, 2009, and ending June 30, 2010; and

WHEREAS, on February 2, 2011, the parties approved Amendment Number Three to the IGA, renewing the IGA for a term of two years, beginning July 1, 2010, and ending June 30, 2012; and

WHEREAS, on September 19, 2012, the parties approved Amendment Number Four to the IGA, renewing the IGA for a term of two years, beginning July 1, 2012 and ending June 30, 2014; and

WHEREAS, on June 18, 2014, the parties approved Amendment Number Five to the IGA, renewing the IGA for a term of one year, beginning July 1, 2014 and ending June 30, 2015; and

WHEREAS, on July 15, 2015, the parties approved Amendment Number Six to the IGA, renewing the IGA for a term of one year beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, on September 14, 2016, the parties approved Amendment Number Seven to the IGA, renewing for a term of one year beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, on July 12, 2017, the parties approved Amendment Number Eight to the IGA, renewing for a term of one year beginning July 1, 2017 and ending June 30, 2018; and

WHEREAS, on July 11, 2018, the parties approved Amendment Number Nine to the IGA, renewing for a term of three years beginning July 1, 2017 and ending June 30, 2020; and

WHEREAS, on June 18, 2020, the parties approved Amendment Number Ten to the IGA, renewing for a term of two years beginning July 1, 2020 and ending June 30, 2022; and

WHEREAS, on August 10, 2022, the parties approved Amendment Number Eleven to the IGA, renewing for a term of two years beginning on July 1, 2022 and ending June 30, 2024; and

WHEREAS, the parties desire to extend the term through June 30, 2026 and to amend the liaison contact information;

NOW, THEREFORE, the parties agree as follows:

1. Section VII, Term of Agreement, is hereby amended as follows:

This Agreement becomes effective on the date it is signed by the Board of Commissioners, and shall continue until June 30, 2026, unless otherwise extended upon written approval of the parties.

2. Section IV, Liaison Responsibility, is hereby amended as follows:

Larry Evenson, Director, will act as liaison from the County, (503) 366-4660. For crew scheduling, the City should contact David Brooke, Community Services Program Coordinator, (503) 397-6253, ext. 1481.

3. This Amendment Number Twelve is effective on the date last signed below and shall be retroactive to July 1, 2024.

4. Except as specifically amended above, the IGA remains in full force and effect.

CITY OF ST. HELENS

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By: \_\_\_\_\_  
Rick Scholl  
Mayor

By: \_\_\_\_\_  
Casey Garrett, Chair

By: \_\_\_\_\_  
John Walsh  
City Administrator

By: \_\_\_\_\_  
Kellie Jo Smith, Commissioner

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Margaret Magruder, Commissioner

Date: \_\_\_\_\_

Approved as to Form

By: \_\_\_\_\_  
Office of County Counsel

**INTERGOVERNMENTAL PARTNERSHIP AGREEMENT**  
ePermit System and Services

**THIS INTERGOVERNMENTAL PARTNERSHIP AGREEMENT** (“Agreement”) is effective when all required signatures have been obtained by and between The State of Oregon, acting by and through the Department of Consumer and Business Services (“DCBS” or “Agency”), Building Codes Division (“BCD”) and the City of St. Helens (“Jurisdiction”), a political subdivision of the State of Oregon. BCD and the Jurisdiction may collectively be referred to herein as the Parties and individually as a Party. The Parties enter into this Agreement to cooperate and share services pursuant to the authority granted under ORS 455.185. The purpose of this Agreement is to encourage economic development through construction and to experiment and innovate for administration of building inspection programs. It is in the best interest of BCD and Jurisdiction’s leaders to ensure that construction-related development activities proceed in a manner that is quick, efficient, and practical. Having a flexible and responsive system requires sufficient staff and resources to be available to construction businesses. By partnering, BCD and Jurisdiction can explore new ways to maximize the use of scarce resources. This Agreement supersedes and amends and replaces in its entirety any pre-existing intergovernmental partnership agreement for the ePermit System and Services between Jurisdiction and BCD.

**DCBS:**

Celina Patterson  
e-Permitting Manager  
1535 Edgewater Street NW  
PO Box 14470  
Salem, OR 97309  
(503) 302-9860

**Jurisdiction:**

John Walsh  
City Administrator  
265 Strand Street  
St. Helens, OR 97051  
(503) 396-2686  
mderoia@sthelensoregon.gov

**RECITALS**

- A. Oregon Revised Statute ORS 455.095 provides that DCBS shall develop and implement a system that provides electronic access to building permitting information. The statute also requires DCBS to make the system accessible for use by municipalities in carrying out the building inspection programs administered and enforced by the municipalities.
- B. The Department of Administrative Services Procurement Office, on behalf of DCBS, issued a Request for Proposal (RFP) for a statewide electronic permit system and associated products and services. Accela, Inc. was the successful proposer. DCBS and Accela Inc. executed a contract in August, 2008 (“ePermit contract”), by which

Accela, Inc. licensed to DCBS ePermitting system software, an Integrated Voice Recognition (IVR) system and provided related configuration, implementation and hosting services (collectively the “ePermit System”).

- C. The ePermit contract provided that the ePermit System and related Services would be available to municipalities (“Participating Jurisdictions”).
- D. BCD is the division of DCBS that implements and administers the ePermitting system.
- E. Jurisdiction has requested that BCD provide access to the ePermitting System and related Services to Jurisdiction and to implement the Jurisdiction as a Participating Jurisdiction as set forth in the ePermitting contract.
- F. BCD is willing, upon the terms of and conditions of this Agreement, to provide access to Jurisdiction to the ePermitting System and related Services and to implement Jurisdiction as provided herein.

## **1. DEFINITIONS.**

- 1.1. As used in this Agreement, the following words and phrases shall have the indicated meanings.
- 1.2. “Agreement” means this Intergovernmental Partnership Agreement.
- 1.3. “ePermitting Contract” or “ePermit Contract” means the document attached as Exhibit C and includes all amendments.
- 1.4. “ePermit System” means the entire system including the ePermitting software, licensed, implemented and configured pursuant to the ePermit Contract and related Services including hosting, mobile applications and IVR.
- 1.5. “Jurisdiction” has the meaning set forth in the first paragraph of this Agreement.

## **2. TERM, RENEWAL AND MODIFICATIONS.**

- 2.1. Term. This Agreement is effective, and will be considered fully executed, upon signature by both parties, and shall remain in effect until termination of this Agreement as provided herein. Unless otherwise terminated as provided herein, this Agreement will be in effect for the period that Jurisdiction administers and enforces a building inspection program. This Agreement will automatically renew if or when the Jurisdiction’s program assumption is renewed for an additional period.
- 2.2. Agreement Modifications. Notwithstanding the foregoing, or any other provision of the Agreement, BCD may propose a modified Agreement or new intergovernmental agreement for Jurisdiction access to the ePermit System. BCD will propose such modified Agreement or new intergovernmental agreement with at least 60 days written notice prior to expiration of the Jurisdiction’s current program

assumption period. The new intergovernmental agreement or modified Agreement will be effective on the effective date of the renewal of Jurisdiction's program assumption. If the parties cannot agree to the new intergovernmental agreement or modified Agreement, this Agreement will terminate effective on the renewal date of Jurisdiction's program assumption. Additionally, during the term of this Agreement, BCD may propose modifications to this Agreement; such modifications will become effective upon mutual agreement by the parties in accordance with section 20 of this Agreement.

### **3. PERFORMANCE AND DELIVERY.**

#### **3.1 Responsibilities of BCD.**

3.1.1. BCD shall use its best efforts to provide Jurisdiction access to the ePermit System and related Services. BCD shall use best efforts to provide the Jurisdiction with satisfactory access on a parity with all other jurisdictions implemented by BCD to the ePermit System.

3.1.2. BCD will implement the Jurisdiction's access using the process according to the ePermitting Implementation Methodology set forth in Exhibit E. If a Work Order Contract is used to implement a specific city or county, a copy of that Work Order Contract will be provided in Exhibit D.

3.1.3. Upon implementation, Jurisdiction will have access to the ePermit System and the functionality, as described in Exhibit E.

3.1.4. BCD will provide technical support for the ePermit System. Support is available 8:00 a.m. to 5:00 p.m. Monday through Friday, except for state-observed holidays, and from 8:30-10:00 am on Mondays when the ePermitting staff holds its weekly staff meeting. The general support structure shall be as follows:

3.1.4.1. State ePermitting team provides technical support to participating city or county.

3.1.4.2. Accela provides technical support to State ePermitting team.

In the event that the State team is unable to communicate a solution to the participating city or county, the State team will facilitate communication between Accela and participant.

3.1.5 BCD will provide software that fulfills the Jurisdiction's basic requirement for accepting and reviewing electronic plans.

#### **3.2. Responsibilities of Jurisdiction.**

3.2.1. Jurisdiction agrees to the requirements of Exhibit A.

3.2.2. Jurisdiction agrees to abide by the terms and conditions of the Software License

Agreement set forth in Exhibit B.

3.2.3. Jurisdiction agrees to abide by the implementation model that is identified in Exhibit E.

#### **4. COMPENSATION AND PAYMENT**

4.1 Not-to-Exceed Compensation. The maximum, not-to-exceed compensation payable by Jurisdiction to BCD under this contract, which includes any allowable expenses, is \$50,000.00.

4.2 Invoicing. Jurisdiction's continued existing use shall not result in any costs payable to BCD. However, BCD may invoice Jurisdiction for additional services rendered under Exhibit E. BCD will submit all invoices to Jurisdiction upon completion of the services. Invoices must be paid within 30 days of receipt.

#### **5. REPRESENTATIONS AND WARRANTIES.**

5.1 Representations of Jurisdiction. Jurisdiction represents and warrants to BCD as follows:

5.1.1. Organization and Authority. Jurisdiction is a political subdivision of the State of Oregon (or an intergovernmental entity formed by political subdivisions of the State of Oregon under ORS Chapter 190) duly organized and validly existing under the laws of the State of Oregon. Jurisdiction has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder. Jurisdiction has assumed and administers a building inspection program under ORS 455.148 to ORS 455.180.

5.1.2. Due Authorization. The making and performance by Jurisdiction of this Agreement (1) have been duly authorized by all necessary action of Jurisdiction and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

5.1.3. Binding Obligation. This Agreement has been duly executed and delivered by Jurisdiction and constitutes a legal, valid and binding obligation of Jurisdiction, enforceable according to its terms.

5.1.4. Jurisdiction has reviewed the ePermit Contract and is knowledgeable of the ePermit System functionality and performance and has entered into this Agreement based on its evaluation of the ePermit Contract and the ePermit System.

5.2. Representations and Warranties of BCD. BCD represents and warrants to Jurisdiction as follows:

5.2.1. Organization and Authority. BCD is a division of DCBS, an agency of the state government and BCD has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder.

5.2.2. Due Authorization. The making and performance by BCD of this Agreement (1) have been duly authorized by all necessary action of BCD and DCBS and (2) do not and will not violate any provision of any applicable law, rule, and regulation.

5.2.3. Binding Obligation. This Agreement has been duly executed and delivered by BCD and constitutes a legal, valid and binding obligation of BCD and DCBS; it is enforceable according to its terms.

5.2.4. Performance Warranty. BCD will use its best efforts to provide Jurisdiction access to the ePermit System according to the ePermit Contract. Notwithstanding the foregoing, Jurisdiction understands and agrees that the ePermit System is composed of software and services provided by third parties and BCD has no responsibility to Jurisdiction for the functionality or performance of the ePermit System.

5.2.5. Electronic Access. The ePermit System is compliant with, or will be compliant with, the amendments to ORS 455.095 by section 2, chapter 223, Oregon Laws 2021, which become operative January 1, 2025.

5.3. The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

## **6. ACCESS TO RECORDS AND FACILITIES.**

6.1. Records Access. DCBS, BCD, the Secretary of State's Office of the State of Oregon, the Federal Government, and their duly authorized representatives may access the books, documents, papers and records of the Jurisdiction that are directly related to this Agreement, for the purpose of making audits, examinations, excerpts, copies and transcriptions.

6.2. Retention of Records. Jurisdiction shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the termination of this Agreement.

6.3. Public Records. Jurisdiction is deemed the Custodian for the purposes of public records requests regarding requests related to Jurisdiction's building inspection program.

## **7. JURISDICTION DEFAULT.**

Jurisdiction shall be in default under this Agreement upon the occurrence of any of the following events:

7.1. Jurisdiction fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.

7.2. Any representation, warranty or statement made by Jurisdiction herein is untrue in any material respect when made.

#### **8. BCD DEFAULT.**

BCD shall be in default under this Agreement upon the occurrence of any of the following events:

- 8.1. BCD fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- 8.2. Any representation, warranty or statement made by BCD herein is untrue in any material respect when made.

#### **9. TERMINATION BY JURISDICTION.**

Jurisdiction may terminate this Agreement in its entirety as follows:

- 9.1. For its convenience, upon at least six calendar months advance written notice to BCD, with the termination effective as of the first day of the month following the notice period;
- 9.2. Upon 30 days advance written notice to BCD, if BCD is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Jurisdiction may specify in the notice; or
- 9.3. Immediately upon written notice to BCD, if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that Jurisdiction no longer has the authority to meet its obligations under this Agreement.
- 9.4. Immediately, in the event that Jurisdiction no longer administers and enforces a building inspection program.

#### **10. TERMINATION BY BCD.**

BCD may terminate this Agreement as follows:

- 10.1. For its convenience, upon at least twenty-four calendar months advance written notice to Jurisdiction, with the termination effective as of the first day of the month following the notice period.
- 10.2. Upon termination of the ePermit Contract with such reasonable notice to Jurisdiction as feasible under the terms of the ePermit Contract.
- 10.3. Immediately upon written notice to Jurisdiction if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that DCBS no longer has the authority to meet its obligations under this Agreement.



- 10.4. Upon 30 days advance written notice to Jurisdiction, if Jurisdiction is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as BCD may specify in the notice.
- 10.5. Immediately, in the event that Jurisdiction no longer administers and enforces a building inspection program.

## **11. EFFECT OF TERMINATION.**

- 11.1. No Further Obligation. Upon termination of this Agreement in its entirety, BCD shall have no further obligation to provide access to the ePermit System and related Services to Jurisdiction.
- 11.2. Survival. Termination of this Agreement pursuant to sections 9 and 10 above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. However, upon receiving a notice of termination, Jurisdiction shall immediately cease all activities under this Agreement, unless expressly directed otherwise by BCD in the notice of termination.
- 11.3. Minimize Disruptions. If a termination right set forth in section 9 or 10 is exercised, both parties shall make reasonable good faith efforts to minimize unnecessary disruption or other problems associated with the termination.
- 11.4. Jurisdiction Data. Jurisdiction may obtain a copy of all of its data related to its usage of ePermitting by submitting a written request to BCD as part of Jurisdiction's notice of termination, or within 60 days of termination of this agreement. BCD will request the data from Accela, and the data will be provided to the Jurisdiction, within 90 days of the written request or another time agreed on by both parties. The data will be provided in the same format as the Accela database.

## **12. NOTICE.**

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, e-mail, or mailing the same, postage prepaid to Jurisdiction or BCD at the addresses or numbers set forth on page one of this agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day, if transmission was outside normal business hours of the recipient. To be effective against BCD, any notice transmitted by facsimile must be confirmed by telephone notice to BCD's ePermitting Manager. To be effective against Jurisdiction, any notice transmitted by facsimile must be confirmed by telephone notice to Jurisdiction's Manager (e.g. County Court Judge, Board of Commissioners Chair, City Manager, County

Administrator). Any communication or notice given by personal delivery shall be effective when actually delivered. Any communication or notice delivered by e-mail shall be effective upon date of transmission sent by the transmitting party.

### **13. SEVERABILITY.**

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

### **14. COUNTERPARTS.**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

### **15. GOVERNING LAW, CONSENT TO JURISDICTION.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between BCD (and/or any other division, agency or department of the State of Oregon) and Jurisdiction that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court in the State of Oregon of proper jurisdiction. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Jurisdiction, by execution of this agreement, hereby consents to the in personam jurisdiction of said courts.

### **16. COMPLIANCE WITH LAW.**

The parties shall comply with all state and local laws, regulations, executive orders and ordinances applicable to the Agreement. All employers, including BCD and Jurisdiction, that employ subject workers who provide Services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

### **17. ASSIGNMENT OF AGREEMENT, SUCCESSORS IN INTEREST.**

The parties agree there will be no assignment or delegation of the Agreement, or of any interest in this Agreement, unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under subcontract unless both parties agree in writing. The provisions of this Agreement shall be binding upon and shall inure to the parties hereto, and their respective successors and permitted assignees.

**18. NO THIRD-PARTY BENEFICIARIES.**

BCD and Jurisdiction are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**19. WAIVER.**

The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.

**20. AMENDMENT.**

No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required by the Department of Administrative Services and Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. Jurisdiction, by signature of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

**21. HEADINGS.**

The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.

**22. CONSTRUCTION.**

This Agreement is the product of extensive negotiations between BCD and representatives of Jurisdiction. The provisions of this Agreement are to be interpreted and their legal effects determined as a whole. An arbitrator or court interpreting this Agreement shall give a reasonable, lawful and effective meaning to the Agreement to the extent possible, consistent with the public interest.

**23. INDEPENDENT CONTRACTOR.**

The parties agree and acknowledge that their relationship is that of independent contracting parties and that neither party is an officer, employee, or agent of the other as those terms are used in ORS 30.265 or otherwise.

**24. LIMITATION OF LIABILITY.**

24.1. Jurisdiction agrees that BCD shall not be subject to any claim, action, or liability ARISING IN ANY MANNER WHATSOEVER OUT OF ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF ACCESS OR SERVICE UNDER THIS AGREEMENT. THE STATE SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES SUSTAINED BY THE POLITICAL SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, DELAY, INTERRUPTION OF BUSINESS ACTIVITIES, OR LOST RECEIPTS THAT MAY RESULT IN ANY MANNER WHATSOEVER FROM ANY ACT OR OMISSION, INTERRUPTION, OR CESSATION OF SERVICE.

24.2. EXCEPT FOR LIABILITY ARISING UNDER SECTION 27 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**25. FORCE MAJEURE.**

Neither BCD nor Jurisdiction shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, natural causes, or war which is beyond the reasonable control of BCD or Jurisdiction, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

**26. TIME IS OF THE ESSENCE.**

Time is of the essence in the performance of all under this Agreement.

**27. CONTRIBUTION**

27.1. If any third party makes any claim or brings any action, suit or proceeding ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

- 27.2. With respect to a Third Party Claim for which BCD is jointly liable with the Jurisdiction (or would be if joined in the Third Party Claim ), BCD shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Jurisdiction in such proportion as is appropriate to reflect the relative fault of BCD on the one hand and of the Jurisdiction on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of BCD on the one hand and of the Jurisdiction on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. BCD's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if BCD had sole liability in the proceeding.
- 27.3. With respect to a Third Party Claim for which the Jurisdiction is jointly liable with BCD (or would be if joined in the Third Party Claim), the Jurisdiction shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by BCD in such proportion as is appropriate to reflect the relative fault of the Jurisdiction on the one hand and of BCD on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Jurisdiction on the one hand and of BCD on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Jurisdiction's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

## **28. AGREEMENT DOCUMENTS IN ORDER OF PRECEDENCE.**

This Agreement consists of the following documents that are listed in descending order of precedence:

- This Agreement less all exhibits;
- Exhibit A - Jurisdiction Obligations
- Exhibit B - ePermit License Agreement
- Exhibit C - ePermit Contract (not attached, but made available to Jurisdiction)
- Exhibit D - Work Order Contract

- Exhibit E - Implementation Model

All attached and referenced exhibits are hereby incorporated by reference.

**29. MERGER CLAUSE.**

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of BCD to enforce any provision of this Agreement shall not constitute a waiver by BCD of that or any other provision.

[Signature on following page]

**JURISDICTION, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT JURISDICTION HAS READ THIS CONTRACT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**A. Jurisdiction**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**B. State of Oregon, Acting by and through its Department of Consumer and Business Services, Building Codes Division**

Reviewed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Dawn Bass \_\_\_\_\_

Title: Deputy Administrator \_\_\_\_\_

Executed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Miriha Aglietti \_\_\_\_\_

Title: Designated Procurement Officer \_\_\_\_\_

## **Exhibit A**

### **Jurisdiction Obligations**

#### **Jurisdiction Software**

As part of the state hosted system, any software being used by Jurisdiction to support either the building permitting system or any supplemental products being purchased from Accela, must be compatible with the Accela product.

#### **Electronic Document Acceptance**

Beginning January 1, 2025, Jurisdiction is required to use an electronic system developed and implemented by Agency or to develop, own, or have access to a comparable electronic system, as defined by OAR 918-050-010. Agency will provide software that fulfills the basic ability to meet this requirement; however, Jurisdiction may independently source their own software.

If Jurisdiction uses the Agency-provided software, then Jurisdiction will be required to comply with all third-party agreements associated with the software and must notify Agency promptly of any non-compliance. Jurisdiction must also comply with all Agency-provided instructions on the use of the software, including instruction relating to installation and removal of the software. Jurisdiction must remove or destroy any or all copies of the software at Agency's request.

#### **Product Features**

Jurisdiction agrees to sell permits online through the ePermitting System. Jurisdiction agrees to offer online and IVR inspection scheduling for permits in an appropriate status. Jurisdiction agrees to offer online submittal of plan documents at appropriate point(s) in the application process as dictated by the Jurisdiction's workflow associated with each record type.

#### **Permit Numbering Scheme.**

As a full-service participant, Jurisdiction agrees to include the pre-assigned three digit prefix to all permits covered by and processed through ePermitting system. Permits for any supplemental products purchased through Accela, hosted in the State of Oregon environment and being serviced through the State of Oregon ePortal must also use the three-digit prefix in the permit number. Permits for supplemental products purchased through Accela that will not be hosted or maintained on the Oregon platform and that are not serviced through the State of Oregon ePortal are not required to use the three-digit prefix.

#### **Status and Result Codes.**

All status and result codes such as inspections, plan review, permit issuance status will be pursuant to a statewide uniform system. Jurisdiction shall only use the uniform status and result codes.

#### **Inspection Codes.**

Inspection types for code required inspections must be consistent throughout the state. Unique inspection types must be requested through and assigned by the ePermitting staff.



**Supplemental Products Purchased by Jurisdiction through Accela.**

Any supplemental product such as, but not limited to, Land Use, Enforcement, Licensing, or other services, may be licensed directly to Jurisdiction by Accela. Support services for the supplemental products fall outside of the scope of this Intergovernmental Agreement and are therefore provided through direct agreement with Accela or other service provider. Installation of supplemental products onto the State hosted servers cannot occur before the State ePermitting team begins active development of the building permitting module.

**Version (Product) updates.**

Migration from one product version of Accela Automation to another product version will be regulated and coordinated through BCD. Supplemental products will be required to migrate to the same version of the product at the same time as the product version for the building product module. After implementation, Jurisdiction is required to test the configuration against new versions of the product in the timeframe specified by BCD.

## Exhibit B Software License Agreement

**Note: DCBS through the ePermit Contract has the right to permit Jurisdictions to use the ePermit System software as set forth in Exhibit G, License Agreement, of the ePermit Contract. While the entire software license agreement between the State and Accela, Inc., including the added language in Amendment 7, has been provided here for continuity and ease of use, a participating city or county is only bound by Sections 3.1, 3.2, and 4 as specified in this Agreement.**

<p>1. Parties ACCELA Accela, Inc.</p> <p>2633 Camino Ramon, Suite 120 Bishop Ranch 3 San Ramon, California 94583 Attention: Contracts Administration T: 925.659.3200 F: 925.407.2722 <a href="mailto:contractsadrnin@accela.com">e-Mail: contractsadrnin@accela.com</a></p>	<p>CUSTOMER State of Oregon Department of Consumer &amp; Business Services P.O. Box 14470 Salem, OR 97309 Attention: Building Codes Division T: (503)378-4100 F: (503)378-3989 <a href="mailto:chris.s.huntington@state.or.us">e-Mail: chris.s.huntington@state.or.us</a></p>
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This License Agreement ("LA") is intended for the exclusive benefit of the Parties; except as expressly stated herein, nothing will be construed to create any benefits, rights, or responsibilities in any other parties.

### 2. Term and Termination

- 2.1 Term Provided that Customer signs and returns this LA to Accela **no later than August 8, 2008**, this LA is effective as of the date of Customers signature ("Effective Date") and will continue until terminated as provided herein.
- 2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to Accela.

### 3 Intellectual Property

- 3.1 License The software products ("Software") listed in Exhibit A are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Software and grants to Customer a perpetual, limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

- 3.1.1 The Software is provided for use only by Customer employees. For the purposes of subsections 3.1, 3.2 and Sections 4 of this LA, Customer means: i)

the individual Jurisdiction with respect to its use of the Software, provided that the licensing fee has been paid for such Jurisdiction, and ii) the State of Oregon acting by and through its Department of Consumer and Business Services with respect to its use of the Software.

- 3.1.2 The Software may be installed on one or more computers but may not be used by more than the number of users for which the Customer has named user licenses. For the purposes of this License Agreement, the Customer has unlimited use, per department, of any license covered by this agreement. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software. Accela may audit Customers use of the Software to ensure that Customer has paid for an appropriate number of licenses. Should the results of any such audit indicate that Customer's use of the Software exceeds its licensed allowance, Customer agrees to pay all costs of its overuse as determined using Accela's then-current pricing; any such assessed costs will be due and payable by Customer upon assessment. Customer agrees that Accela's assessment of overuse costs pursuant to this Subsection is not a waiver by Accela of any other remedies available to Accela in law and equity for Customer's unlicensed use of the Software.
- 3.1.3 Customer may make backup copies of the Software only to protect against destruction of the Software. With exception of the Entity Relationship Diagram and any other documentation reasonably-designated and specifically-marked by Accela as trade secret information not for distribution, Customer may copy Accela's documentation for use by those persons described in section 3.1.1, supra, provided that such use is for business purposes not inconsistent with the terms and conditions of this Licensing Agreement. "Trade Secret" has the meaning set forth in ORS 192.501(2)
- 3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by Accela.
- 3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.
- 3.1.6 Subject to the limitations of Article XI, § 7 of the Oregon Constitution and the Oregon Tort Claims Act (**ORS 30.260 through 30.300**), Customer is liable to Accela for any direct damages incurred as the result of unauthorized reproduction or distribution of the Software which occur while the Software is in Customer's possession or control.
- 3.1.7 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and in counties contiguous to Oregon with populations below 100,000. Customer

may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

- 3.1.8 Customer is entitled to receive the Software compiled (object) code and is licensed to use any data code produced through implementation and/or normal operation of the Software; Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Accela and Customer will execute an Intellectual Property Escrow Agreement within 30 days of Contract execution.
- 3.1.9 All rights not expressly granted to Customer are retained by Accela.
- 3.1.10 Customers are allowed unlimited use, per department, of software products listed in Exhibit A, for in-scope record type categories defined in Attachment 1 to this LA In addition, each customer is allowed five (5) additional record types for activities that fall outside of the in-scope record type categories defined in Attachment 1 to this L.A., are delivered under the Building Department and are submitted to and approved by DCBS.

### 3.2 License Warranties

- 3.2.1 Accela warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, Accela may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. Accela expressly agrees to defend, indemnify, and hold Customer harmless from any and all claims, suits, actions, losses, liabilities, costs, expenses, including attorneys fees, and damages arising out of or related to any claims that the Software, or the Customers use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any third party; provided, that Customer shall provide Accela with prompt written notice of any infringement claim. Accela will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise; provided, however, Accela shall not settle any claim against the Customer with the consent of Customer.
- 3.2.2 Accela has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by Accela, with the exception of those products identified in Exhibit J. Accela provides no warranty whatsoever for any third-party hardware or software products.
- 3.2.3 Except as expressly set forth herein, Accela disclaims any and all express

and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

### 3.3 Compensation

3.3.1 License Fees In exchange for the Software described hereinabove, Customer will pay to Accela the amounts indicated in Exhibit A3.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. The payment terms of all invoices are net forty-five (45) calendar days from the dates of the invoices. Any payment not paid to Accela within said period will incur a late payment in an amount equal to two-thirds of one percent (.66%) per month (eight percent (8% per annum), on the outstanding balance from the billing date. Accela may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer. All payments to Contractor are subject to ORS 293.462

### 4. Confidentiality

4.1 Confidentiality and Nondisclosure. Each party acknowledges that it and its employees or agents may, in the course of performing its responsibilities under this LA, be exposed to or acquire information that is confidential to the other party or the other party's clients. Any and all information clearly marked confidential, or identified as confidential in a separate writing as confidential provided by one party or its employees or agents in the performance of this LA shall be deemed to be confidential information of the other party ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (b) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this LA; (c) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this LA; (d) is obtained from a source other than the discloser without the obligation of confidentiality, (e) is disclosed with the written consent of the disclosing party, or; (f) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

4.2 The recipient of Confidential Information agrees to hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and not to copy, reproduce,

sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this LA or reasonably related thereto, including without limitation the use by Customer of Accela who need to access or use the System for any valid business purpose, and to advise each of its employees and Accela of their obligations to keep Confidential Information confidential.

- 4.3 Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this LA and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.
- 4.4 Each party agrees that, except as provided in this LA or directed by the other, it will not at any time during or after the term of this LA disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this LA each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.
- 4.5 Each party acknowledges that breach of this Article VIII, including disclosure of any Confidential Information will give rise to irreparable injury which is inadequately compensable in damages. Accordingly, each party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Each party acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the other and are reasonable in scope and content.
- 4.6 Customers obligations under this Article VIII shall be subject to the Oregon Public Records Laws, ORS 192.410 through ORS 192.505.

**Exhibit C**  
**ePermitting Contract**

That certain ePermit Systems Contract entered into by and between the State of Oregon acting by and through its Department of Administrative Services ("Agency") on behalf of the Oregon Department of Consumer and Business Services and Accela, Inc., dated August 8, 2008 (Contract No DASPS-147-16, formerly Contract No. DCBS-1126-09). The ePermitting contract is available, upon request, for the Jurisdiction to review.

## **Exhibit D**

### **Work Order Contract**

Under the terms and conditions of the ePermit System Agreement, DCBS may enter into a Work Order Contract for implementation services. Should implementation services be used for the implementation of a specific participating city or county, the provisions of that agreement will be provided here.

A Work Order Contract is not being used to implement this jurisdiction.



**EXHIBIT E**  
**IMPLEMENTATION**  
**OREGON STANDARD MODEL**

**Third Party Components**

The ePermitting System contains multiple components created and licensed by third parties. BCD cannot guarantee the continued support of these components, and may have to make changes to the ePermitting System based upon changes made by the third party providers. BCD will provide prompt notice to Jurisdiction upon becoming aware of any necessary changes and will work to provide solutions with the least possible disruption of system usage.

**Oregon Standard Model (OSM) includes:**

- Standard Model Permits (records):
  - Commercial Agricultural Equine
  - Commercial Alarm Suppression Systems
  - Commercial & Residential Deferred Submittal
  - Commercial & Residential Demolition
  - Commercial & Residential Electrical
  - Commercial & Residential Investigation
  - Commercial & Residential Mechanical
  - Commercial & Residential Phased
  - Commercial & Residential Plumbing
  - Commercial RV Park or Manufactured Home Park
  - Commercial & Residential Structural
  - Commercial & Residential Research
  - Master Electrical Permits
  - Inquiry
  - Post Disaster
  - Residential 1 & 2 Family Dwelling
  - Residential Manufactured Dwelling
- Standard Model Reports include:
  - Application About to Expire (List and Letters to Applicant and Owner)
  - Permit About to Expire ((List and Letters to Applicant and Owner)
  - Usage
  - Configuration Reports
  - Fee by Account (Summary & Detail)
  - Invoice
  - Out of Balance
  - Payments Applied
  - Payments Not Applied

- Refunds Issued
- Payments Received
- Payments Summary
- School Construction Excise Tax
- Inspection Correction Notice
- Inspection Summary
- Inspections Assigned
- Recent Inspection Activity
- Monthly Permit Summary
- Monthly Permits Issued
- Monthly Permits Issued Valuation Report
- State Surcharge
- State Surcharge Details
- Balance Due
- Building Application
- Building Permit
- Certificate of Occupancy
- Fee Estimate
- Fee by Record
- Phased Authorization to Begin Work
- Plan Review Checklist
- Temporary Certificate of Occupancy
- Work Authorization
- Receipt

#### Use of “Consistent Form and Fee Methodology”

Use of Elavon “Converge” payment processor with US Bank for internet credit card processing in Accela Citizen Access (ACA); jurisdiction opens and maintains its own account.

- Optional Modules:
  - Onsite
  - Planning Tracking
  - Code Enforcement
  - Public Works

The first time these optional modules are implemented, BCD will provide implementation services at no cost. If for any reason these optional modules need to be reimplemented, BCD may invoice Jurisdiction for the reasonable costs of the implementation. Costs will depend upon the complexity of the work, but will not exceed \$5,000 per module implemented. BCD and Jurisdiction will agree on the costs prior to any implementation.

#### **Oregon Standard Model Implementation includes:**

- Importing jurisdiction’s fee schedule into Accela
- Data conversion from jurisdiction’s database

- ePermitting will provide documentation about how the data is to be formatted for loading
- ePermitting will work with jurisdiction to map the data from existing permitting system to Accela
- Jurisdiction is responsible for extracting data from existing system
- Address, Parcel, Owner Database Load
  - ePermitting will provide documentation about data format requirements
  - Jurisdiction will provide files containing Address, Parcel, Owner reference data for loading into ePermitting database
- Interfaces to Jurisdiction Systems (optional)
  - Financial
    - ePermitting will provide files with specified fields for interfaces to jurisdiction's on site systems
    - Jurisdiction will upload the files into their on site system
  - GIS
    - ESRI ArcGIS Server 10 or ESRI ArcGIS Server 10 sp 1
    - Future versions of Accela Software may require upgrades to ESRI software to maintain interface operability
- Training
  - ePermitting provides online weekly training via video conference.
  - Jurisdiction's "super users" will train other jurisdictional employees.
  - ePermitting will attend jurisdictions Go Live in person.
- Coordination with Accela
  - If Jurisdiction purchases other modules, such as Planning or Code Enforcement, directly from Accela and has them implemented by Accela, an independent contractor or by Jurisdiction staff, Jurisdiction must coordinate that implementation with ePermitting.
    - Coordination with ePermitting means including ePermitting staff in project management meetings with Jurisdiction and the party implementing the other modules.

## IMPLEMENTATION OVERVIEW

The following list is a distilled version of the major tasks associated with implementation of ePermitting. The tasks run concurrently and can take varying amounts of time, however, this is a look at the things that Jurisdiction must complete. Of this list, testing is the major responsibility that will take some time to complete. The more thoroughly the Jurisdiction tests the system before Go Live, the smoother the transition will be when ePermitting begins.

### Start Up

- Sign IGA
- Send “Contact Information” document and Logo
- Scan and send copies of permit applications
- Provide “Roles and Responsibilities” Document

### Training

- Have “super users” complete all of the online training
- Assign targeted online training to specific staff

### Finances

- Fill in the three financial documents:
  - General Accounting Practices
  - Settling & Balancing Procedures
  - Refunds
- Provide Project Manager with fee information
- Test fees that have been configured in the database
- Choose data to be included in financial interface,
  - Create or link an ftp site to which the financial data will be uploaded
  - Test and approve the transfer of data through the ftp site and into the financial system
- Set up a Converge account 1-2 weeks before Jurisdiction’s Go Live date.

### Addresses

- Work with APO specialist to determine the requirements for the address/parcel file that will be loaded into Jurisdiction’s ePermitting database
- Provide the address file to APO specialist
- Test the addresses that are loaded into Jurisdiction’s database
- Approve the addresses in Jurisdiction’s database

### Configuration

- Provide User spreadsheet and Inspector profiles

- Test applications
- Test workflow
- Test inspections

### **Data Conversion**

- Talk with Project Manager about data conversion
- Determine which permits are open
- Map data
- Fill in conversion tables
- Test the converted data
- Approve the converted data

### **Reports**

- Examine the existing reports
- If there are additional reports that you desire, discuss them with your Project Manager
- If additional reports are built, then test and approve them

### **IVR**

- Fill out Set Up document and return to Project Manager
- Test and approve IVR

## Training Overview

- Home Screen and Records Portlet
  - Orientation to Portlets – User, Quick Links, Alerts or My Tasks, Record List/Detail, My Navigation, and Reports
  - Alerts portlet – incoming ACA
  - Searching, sorting, CSV export, Quick Queries
  - My Navigation vs Go To dropdown menu
  
- Applications
  - Starting new records from the Back Office
  - Four A's: APO address/parcel/owner, ASI application specific information, Applicant, Automation of fees
  - Printing an application
  
- Fees
  - Adding and Invoicing fees – NEW fees DELETE vs. INVOICED fees VOID
  - Invoiced fees and ACA
  - Making payment and CASH payment types – best practice (payor, recording actual payment amount/change)
  - Partial payment (applying monies) and Pay More function
  - Printing/Emailing receipts – generating Invoice – reprinting from Documents
  
- Workflow – Permit Lifecycle
  - Workflow statuses – advancing workflow, TSI task specific info, record status relationship
  - Withdrawn vs Void
  - Parallel tasks at Ready for Plan Review
  - Automated emails notification from Workflow
  - Supervisor function
  - Auto-close of EMP at Final Inspection sign-off (optional)
  - Workflow history – show where it's at, what's included
  
- Special Record Types
  - Revision vs Additional Info Requested
  - Deferred submittals
  - Phased permitting
  - Temp C of O
  - C of O
  - CSC Certificate of Satisfactory Completion
  - Required elements for C of O – how to correct and rerun report
  
- Data Management
  - Cloning vs Copying

- Related records – at Intake, thru Cloning, after the fact
- Sets – 3 ways to create – Sets portlet, Record List, Related Records
- Conditions
  
- Reference Data
  - Reference vs Transactional – importance of making corrections and where, Synch to Reference option
  - People reference
  - APO reference – Inspection Districts, Parcel Attributes that should stop issuance
  
- “Day in the Life” walk-through
  - Alerts for Permit Techs and My Tasks for Inspectors/Plans Examiners
  
- Inspections
  - Daily load and printing Inspection Slips
  - Assigning, reassigning, canceling, deleting if unnecessary for Final
  - Resulting – introduce options for resulting (back office, Inspector App, IVR)
  
- Reports
  - Demonstrate what reports are available – Financial, Stats, State Surcharge
  - Quick Queries – information only, not training (as time allows)
  - Ad-hoc – information only, not training (as time allows)
  
- Advanced Money
  - Change in valuation
  - Making fee changes – Voiding fees to Credit – adding/voiding fee items that impact State Surcharge – show Assess Fee History and Payment History
  - Exceptional payment types
  - Financial batch file –reconciling exceptional payment types and transfers - account codes/GL and Agency financial process
  - Cash Balancing
  
- SCHEDULE - Contractor Training (in the field) – Coordinated and provided by Jerod Broadfoot at the Agency location*
- SCHEDULE - EDR (in the field)*

City of St. Helens

EXTENSION OF PROFESSIONAL SERVICES AGREEMENT

This Extension is made on July 16, 2024, between City of St. Helens, an Oregon municipal corporation (“the City”), and Steve Sharfstein (“Attorney”).

RECITALS

- A. WHEREAS, on or about August 17, 2023, City and Attorney entered into an agreement (“Agreement”) in which Attorney agreed to provide services (“Services”) related to performing legal defense services for appointed indigent defendants; and
B. WHEREAS, Paragraph 4 of the Agreement provides that the Agreement terminates on June 30, 2024, and that the Agreement may be extended by mutual written agreement of the parties; and
C. WHEREAS, the City and Attorney mutually desire to extend the term of the agreement an additional year, as per the original agreement conditions.

AGREEMENT

NOW, THEREFORE, the parties mutually agree as follows:

- 1. The termination date of the Agreement signed on or about August 17, 2023, shall be amended to reflect a termination date of July 31, 2025, unless earlier terminated according to the terms of the Agreement.
2. All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

THE CITY:

ATTORNEY:

CITY OF ST. HELENS, an Oregon municipal corporation

STEVE SHARFSTEIN

By:
Name:
Its:

By:
Name:
Its:



## CITY OF ST HELENS PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into between the **City of St. Helens**, an Oregon municipality (“the City”) and **Lance D. Quantano** (hereinafter, “Contractor”).

### RECITALS

**A.** The City is in need of personal services for legal representation to indigent defendants, and Contractor represents that it is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

In consideration of the mutual promises contained below, the parties agree as follows:

#### **1. Engagement**

The City hereby engages Contractor to provide services related to the provision of legal representation to indigent defendants charged with criminal misdemeanors before the St. Helens Municipal Court (“Services”), and Contractor accepts such engagement

#### **2. Scope of Work**

Contractor will perform legal defense services for indigent defendants appointed to by the St. Helens Municipal Judge.

#### **3. Compensation**

The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the amount of **\$2,000** per month. The City may suspend or withhold payments if Contractor fails to substantially comply with any requirement of this Agreement. At the time this Agreement is executed, sufficient funds either are available within the City’s current appropriation or are expected to become available to finance the costs of this Agreement. However, payments under this Agreement are subject to the availability and appropriation of funds. The City shall not be responsible for any expenses paid or incurred by Contractor unless otherwise agreed in advance in writing. Contractor agrees that it has secured or will secure at Contractor’s own expense all office space, equipment and supplies reasonably necessary to perform the Services.

#### **4. Term**

This Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall commence once executed by both parties (“Effective Date”) and shall last for one (1) year. The

Agreement may be extended by mutual written agreement of the parties for two (2) years in one (1) year increments.

## 5. Independent Contractor

Contractor is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed employees of the City. Contractor shall complete the requirements of this Agreement according to Contractor's own means and methods of work, which shall be in the exclusive charge and control of Contractor, and which shall not be subject to control or supervision by the City, except as specified herein.

## 6. Standard of Care

Contractor shall use their independent professional judgment in their representation at all proceedings related to the legal matters that are the subject of the representation. Contractor agrees to comply with the Oregon Rules of Professional Conduct, Oregon State Bar Performance Standards, American Bar Association Best Practice Standards, and to provide competent legal representation as mandated by state law.

## 7. Termination

- a. **City Termination for Cause.** The City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:
  - i. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to finance this Agreement. This Agreement may be modified to accommodate a reduction in funding.
  - ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate under this Agreement.
  - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.
  - iv. If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
  - v. If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 7.b of the Agreement.
- b. **Breach of Agreement.**
  - i. Contractor shall remedy any breach of this Agreement within the shortest

reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

- ii. If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.
  - iii. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
  - iv. In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.
- c. **City Termination for Convenience.** City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.
- d. **Contractor Termination for Cause.** Contractor reserves the right to terminate this Agreement with cause with thirty (30) days prior written notice to the City should the City substantially breach its obligations under this Agreement. In the event that Contractor terminates this Agreement for reasons other than good cause

resulting a substantial breach of this Agreement by the City, Contractor shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the City that (i) no default actually occurred, or (ii) the failure to perform was without Contractor's control, fault or negligence.

## **8. Federal, State and Local Taxes**

The City shall not withhold or pay any federal, state or local income or payroll tax of any kind on behalf of Contractor. Contractor acknowledges and agrees that Contractor is solely responsible for the payment of any income or other taxes related to the Agreement and indemnifies and holds the City harmless for its failure to withhold or pay such income or payroll taxes.

## **9. Notices**

Contractor will immediately notify the City in writing if one of the following events occurs:

- a. Bar Discipline. When Contractor becomes aware that a complaint lodged with the Oregon State Bar has resulted in discipline, reprimand, suspension, or disbarment of Contractor.
- b. Criminal Charges or Conviction. When Contractor becomes aware that Contractor has been charged with or convicted of a crime.
- c. Ability to Accept Appointments to Eligible Clients. When Contractor becomes aware that Contractor is unable to accept appointments to represent a person who has been determined by the Municipal Court to be entitled to court-appointed attorney, pursuant to Oregon statute, the Oregon Constitution, or the United States Constitution.

## **10. Compliance With Laws**

Contractor will (a) comply with all federal, state and local laws, ordinances, regulations and orders with respect to performance of the Services, (b) file all reports relating to the Services (including, without limitation, tax returns), (c) pay all filing fees and federal, state and local taxes applicable to Contractor's business as the same shall become due, and (d) pay all amounts when due required under local, state and federal law related to Contractor's business, including, but not limited to, workers' compensation coverage, unemployment insurance and any other required employee benefits.

## **11. Disclaimer**

The City disclaims any responsibility for the safety of Contractor's workplace, and Contractor agrees to solely assume the risk of, and indemnify the City for, any injury or damage to persons or property arising out of or related to the Services contemplated under this Agreement.

## **12. Insurance**

- a) At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment A attached hereto and incorporated herein by reference.
- b) All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.
- c) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.
- d) At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).
- e) The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

### **13. No Conflicting Obligations**

Contractor warrants and represents that (a) Contractor will not, in performing the Services, make use of information which is the property of and/or confidential to any employer or other person or entity for whom Contractor has performed services, and (b) Contractor is not currently subject to any restriction which would prevent or limit Contractor from carrying out the Services for the City.

### **14. Business Opportunities**

Contractor agrees not to take advantage of or divert any actual or potential business opportunity of the City of which Contractor became aware during the course of Contractor's engagement for the gain, profit or benefit of Contractor or any other person.

### **15. Records; Inspection; Audit**

Contractor agrees to maintain records and accounts related to the Services performed under this Agreement. Records shall be retained as required by the Oregon State Bar. Contractor agrees to grant City access to records to verify compliance with this Agreement. At any time, upon

reasonable notice during business hours, Contractor shall provide to City requested records and/or access to records. Information that may be subject to any privilege or rules of confidentiality should be maintained by Contractor in a way that allows access without breaching such confidentiality or privilege. Notwithstanding the provisions herein, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Agreement..

## **16. Indemnification.**

- a. **Liability of Contractor for Claims Other Than Professional Liability.** For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.
- b. **Liability of Contractor for Claims for Professional Liability.** For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City

## **17. Assignment**

The contractual obligations of Contractor are personal and neither the rights nor obligations under this Agreement may be assigned or delegated by Contractor to any other person without the City's prior written consent.

## **18. Waiver**

Failure to insist upon strict compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition, nor shall any waiver or relinquishment of any right or power under this Agreement at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

## **19. Amendment**

No waiver, amendment or modification of this Agreement or any portion thereof, including any future representations that are inconsistent with the terms set forth herein, shall be valid unless made in writing and duly executed by each party hereto.

## 20. Applicable Law/Venue/Jurisdiction

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the State of Oregon without regard to rules governing conflicts of law applicable to contracts made and to be carried out in Oregon.

## 21. Compliance with Law

Contractor represents and warrants that:

- a. Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- b. The City will not control the means or manner of how Contractor will provide the labor or services, other than specifying the desired results;
- c. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for Contractor to conduct the business;
- d. Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

- e. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

## 22. Severability

If any clause or provision in this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that clause or provision shall be void and the remainder of this Agreement shall remain in full force and effect.

## 23. Entire Agreement

This Agreement contains the entire agreement of the parties. This Agreement shall terminate

and supersede any prior written or oral agreements or understandings between the parties regarding the subject matter of this Agreement.

#### **24. Acknowledgment**

Contractor acknowledges that Contractor has read this Agreement, has had an opportunity to consult with counsel regarding its terms, fully understands the meaning and significance of such terms, and accepts and signs this Agreement as Contractor's own free act and in full and complete understanding of its present and future legal effect.

*This space intentionally left blank.*



By signing below, each of the parties enters into this Agreement as of the date below.

**CITY OF ST. HELENS**

**CONTRACTOR**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Lance D. Quantano

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Taxpayer ID #: \_\_\_\_\_

Address: 265 Strand Street  
St. Helens, OR 97051

Address: P.O. Box 5471  
Eugene, OR 97405

Phone: (503) 397-6272

Phone: (541) 393-8485

Email: [Lance.D.Quantano@gmail.com](mailto:Lance.D.Quantano@gmail.com)

Attested:

By: \_\_\_\_\_  
Kathy Payne, City Recorder

## CITY OF ST HELENS PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement is entered into between the **City of St. Helens**, an Oregon municipality (“the City”) and **Steven Leskin** (hereinafter, “Contractor”).

### RECITALS

**A.** The City is in need of personal services for legal representation to indigent defendants, and Contractor represents that it is qualified and prepared to provide such services.

**B.** The purpose of this Agreement is to establish the services to be provided by Contractor and the compensation and terms for such services.

### AGREEMENT

In consideration of the mutual promises contained below, the parties agree as follows:

#### **1. Engagement**

The City hereby engages Contractor to provide services related to the provision of legal representation to indigent defendants charged with criminal misdemeanors before the St. Helens Municipal Court (“Services”), and Contractor accepts such engagement

#### **2. Scope of Work**

Contractor will perform legal defense services for indigent defendants appointed to by the St. Helens Municipal Judge.

#### **3. Compensation**

The City agrees to pay Contractor for and in consideration of the faithful performance of the Services, and Contractor agrees to accept from the City as and for compensation for the faithful performance of the Services, the amount of **\$2,000** per month. The City may suspend or withhold payments if Contractor fails to substantially comply with any requirement of this Agreement. At the time this Agreement is executed, sufficient funds either are available within the City’s current appropriation or are expected to become available to finance the costs of this Agreement. However, payments under this Agreement are subject to the availability and appropriation of funds. The City shall not be responsible for any expenses paid or incurred by Contractor unless otherwise agreed in advance in writing. Contractor agrees that it has secured or will secure at Contractor’s own expense all office space, equipment and supplies reasonably necessary to perform the Services.

#### **4. Term**

This Agreement, unless otherwise terminated pursuant to the terms of this Agreement, shall commence once executed by both parties (“Effective Date”) and shall last for one (1) year. The

Agreement may be extended by mutual written agreement of the parties for two (2) years in one (1) year increments.

## 5. Independent Contractor

Contractor is, for all purposes arising out of this Agreement, an independent contractor, and shall not be deemed employees of the City. Contractor shall complete the requirements of this Agreement according to Contractor's own means and methods of work, which shall be in the exclusive charge and control of Contractor, and which shall not be subject to control or supervision by the City, except as specified herein.

## 6. Standard of Care

Contractor shall use their independent professional judgment in their representation at all proceedings related to the legal matters that are the subject of the representation. Contractor agrees to comply with the Oregon Rules of Professional Conduct, Oregon State Bar Performance Standards, American Bar Association Best Practice Standards, and to provide competent legal representation as mandated by state law.

## 7. Termination

- a. **City Termination for Cause.** The City may terminate this Agreement effective upon delivery of written notice to Contractor under any of the following conditions:
  - i. If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to finance this Agreement. This Agreement may be modified to accommodate a reduction in funding.
  - ii. If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the Services are no longer allowable or appropriate under this Agreement.
  - iii. If any license or certificate required by law or regulation to be held by Contractor to provide the Services required by this Agreement is for any reason denied, suspended, revoked, or not renewed.
  - iv. If Contractor becomes insolvent, if a voluntary or an involuntary petition in bankruptcy is filed by or against Contractor, if a receiver or trustee is appointed for Contractor, or if there is an assignment for the benefit of creditors of Contractor.
  - v. If Contractor is in breach of this Agreement, and such breach is not remedied as contemplated by Section 7.b of the Agreement.
- b. **Breach of Agreement.**
  - i. Contractor shall remedy any breach of this Agreement within the shortest

reasonable time after Contractor first has actual notice of the breach or City notifies Contractor of the breach, whichever is earlier. If Contractor fails to remedy a breach within three (3) working days of its actual notice or receipt of written notice from the City, City may terminate that part of the Agreement affected by the breach upon written notice to Contractor, may obtain substitute services in a reasonable manner, and may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement.

- ii. If the breach is material and Contractor fails to remedy the breach within three (3) working days of receipt of written notice from the City, City may declare Contractor in default, terminate this Agreement and pursue any remedy available for a default.
  - iii. Pending a decision to terminate all or part of this Agreement, City unilaterally may order Contractor to suspend all or part of the services under this Agreement. If City terminates all or part of the Agreement pursuant to this Section, Contractor shall be entitled to compensation only for services rendered prior to the date of termination, but not for any services rendered after City ordered suspension of those services. If City suspends certain services under this Agreement and later orders Contractor to resume those services after determining Contractor was not at fault, Contractor shall be entitled to reasonable damages actually incurred, if any, as a result of the suspension.
  - iv. In the event of termination of this Agreement due to the fault of the Contractor, City may immediately cease payment to Contractor, and when the breach is remedied, City may recover from Contractor the amount by which the price for those substitute services exceeds the price for the same services under this Agreement, along with any additional amounts for loss and damage caused to the City by the breach, and withhold such amounts from amounts owed by City to Contractor. If the amount due Contractor is insufficient to cover City's damages due to the breach, Contractor shall tender the balance to City upon demand.
- c. **City Termination for Convenience.** City may terminate all or part of this Agreement at any time for its own convenience by providing three (3) days written notice to Contractor. Upon termination under this paragraph, Contractor shall be entitled to compensation for all services properly rendered prior to the termination, including Contractor's and sub consultants reasonable costs actually incurred in closing out the Agreement. In no instance shall Contractor be entitled to overhead or profit on work not performed.
- d. **Contractor Termination for Cause.** Contractor reserves the right to terminate this Agreement with cause with thirty (30) days prior written notice to the City should the City substantially breach its obligations under this Agreement. In the event that Contractor terminates this Agreement for reasons other than good cause

resulting a substantial breach of this Agreement by the City, Contractor shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the City that (i) no default actually occurred, or (ii) the failure to perform was without Contractor's control, fault or negligence.

## **8. Federal, State and Local Taxes**

The City shall not withhold or pay any federal, state or local income or payroll tax of any kind on behalf of Contractor. Contractor acknowledges and agrees that Contractor is solely responsible for the payment of any income or other taxes related to the Agreement and indemnifies and holds the City harmless for its failure to withhold or pay such income or payroll taxes.

## **9. Notices**

Contractor will immediately notify the City in writing if one of the following events occurs:

- a. Bar Discipline. When Contractor becomes aware that a complaint lodged with the Oregon State Bar has resulted in discipline, reprimand, suspension, or disbarment of Contractor.
- b. Criminal Charges or Conviction. When Contractor becomes aware that Contractor has been charged with or convicted of a crime.
- c. Ability to Accept Appointments to Eligible Clients. When Contractor becomes aware that Contractor is unable to accept appointments to represent a person who has been determined by the Municipal Court to be entitled to court-appointed attorney, pursuant to Oregon statute, the Oregon Constitution, or the United States Constitution.

## **10. Compliance With Laws**

Contractor will (a) comply with all federal, state and local laws, ordinances, regulations and orders with respect to performance of the Services, (b) file all reports relating to the Services (including, without limitation, tax returns), (c) pay all filing fees and federal, state and local taxes applicable to Contractor's business as the same shall become due, and (d) pay all amounts when due required under local, state and federal law related to Contractor's business, including, but not limited to, workers' compensation coverage, unemployment insurance and any other required employee benefits.

## **11. Disclaimer**

The City disclaims any responsibility for the safety of Contractor's workplace, and Contractor agrees to solely assume the risk of, and indemnify the City for, any injury or damage to persons or property arising out of or related to the Services contemplated under this Agreement.

## **12. Insurance**

- a) At all times during the term of this Agreement, Contractor shall carry, maintain and keep in full force and effect a policy or policies of insurance as specified in Attachment A attached hereto and incorporated herein by reference.
- b) All insurance policies shall provide that the insurance coverage shall not be canceled or reduced by the insurance carrier without thirty (30) days' prior written notice to the City. Contractor agrees that it will not cancel or reduce said insurance coverage without the written permission of City.
- c) Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, the City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, the City may take out the necessary insurance and pay, at Contractor's expense, the premium thereon. If the City procures such insurance, the City may charge the cost against any moneys due Contractor hereunder or for any other contract.
- d) At all times during the term of this Agreement, Contractor shall maintain on file with the City a Certificate of Insurance or a copy of actual policies acceptable to the City showing that the aforesaid policies are in effect in the required coverages. The policies shall contain an endorsement naming the City, its council members, officers, employees and agents, as additional insureds (except for the professional liability and workers' compensation insurance).
- e) The insurance provided by Contractor shall be primary to any coverage available to the City. The insurance policies (other than workers' compensation) shall include provisions for waiver of subrogation. Contractor shall be responsible for any deductible amounts outlined in such policies.

### **13. No Conflicting Obligations**

Contractor warrants and represents that (a) Contractor will not, in performing the Services, make use of information which is the property of and/or confidential to any employer or other person or entity for whom Contractor has performed services, and (b) Contractor is not currently subject to any restriction which would prevent or limit Contractor from carrying out the Services for the City.

### **14. Business Opportunities**

Contractor agrees not to take advantage of or divert any actual or potential business opportunity of the City of which Contractor became aware during the course of Contractor's engagement for the gain, profit or benefit of Contractor or any other person.

### **15. Records; Inspection; Audit**

Contractor agrees to maintain records and accounts related to the Services performed under this Agreement. Records shall be retained as required by the Oregon State Bar. Contractor agrees to grant City access to records to verify compliance with this Agreement. At any time, upon

reasonable notice during business hours, Contractor shall provide to City requested records and/or access to records. Information that may be subject to any privilege or rules of confidentiality should be maintained by Contractor in a way that allows access without breaching such confidentiality or privilege. Notwithstanding the provisions herein, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Agreement..

## **16. Indemnification.**

- a. **Liability of Contractor for Claims Other Than Professional Liability.** For claims for other than professional liability, Contractor shall defend, save and hold harmless City, its officers, agents and employees from all damages, demands, claims, suits, or actions of whatsoever nature, including intentional acts, resulting from or arising out of the activities or omissions of Contractor, its subcontractors, sub-consultants, agents or employees under this Agreement. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Contractor unrelated to the quality of professional services provided by Contractor.
- b. **Liability of Contractor for Claims for Professional Liability.** For claims for professional liability, Contractor shall save, and hold harmless City, its officers, agents and employees, from all claims, suits, or actions arising out of the professional negligent acts, errors or omissions of Contractor, its subcontractors, sub-consultants, agents or employees in the performance of professional services under this Agreement. A claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly from the quality of the professional services provided by Contractor, regardless of the type of claim made against the City

## **17. Assignment**

The contractual obligations of Contractor are personal and neither the rights nor obligations under this Agreement may be assigned or delegated by Contractor to any other person without the City's prior written consent.

## **18. Waiver**

Failure to insist upon strict compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition, nor shall any waiver or relinquishment of any right or power under this Agreement at any one or more times be deemed a waiver or relinquishment of such right or power at any other time.

## **19. Amendment**

No waiver, amendment or modification of this Agreement or any portion thereof, including any future representations that are inconsistent with the terms set forth herein, shall be valid unless made in writing and duly executed by each party hereto.

## 20. Applicable Law/Venue/Jurisdiction

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of the State of Oregon without regard to rules governing conflicts of law applicable to contracts made and to be carried out in Oregon.

## 21. Compliance with Law

Contractor represents and warrants that:

- a. Contractor shall comply with all applicable federal, state and local statutes, ordinances, administrative rules, regulations and other legal requirements in performance of this Agreement.
- b. The City will not control the means or manner of how Contractor will provide the labor or services, other than specifying the desired results;
- c. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local government ordinances for Contractor to conduct the business;
- d. Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600.

Contractor shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of City in connection with this Agreement in violation of ORS chapter 244.

- e. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, age, national origin, physical or mental disability, or disabled veteran or veteran status in violation of state or federal laws.

Any other condition or clause required by law to be in this Agreement shall be considered included by this reference.

## 22. Severability

If any clause or provision in this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that clause or provision shall be void and the remainder of this Agreement shall remain in full force and effect.

## 23. Entire Agreement

This Agreement contains the entire agreement of the parties. This Agreement shall terminate



and supersede any prior written or oral agreements or understandings between the parties regarding the subject matter of this Agreement.

#### **24. Acknowledgment**

Contractor acknowledges that Contractor has read this Agreement, has had an opportunity to consult with counsel regarding its terms, fully understands the meaning and significance of such terms, and accepts and signs this Agreement as Contractor's own free act and in full and complete understanding of its present and future legal effect.

*This space intentionally left blank.*

By signing below, each of the parties enters into this Agreement as of the date below.

**CITY OF ST. HELENS**

**CONTRACTOR**

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Steven Leskin

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Federal Taxpayer ID #: \_\_\_\_\_

Address: 265 Strand Street  
St. Helens, OR 97051

Address: 2100 NE Broadway St., Ste. 319B  
Portland, OR 97232

Phone: (503) 397-6272

Phone: (971) 930-4716

Email: [StevenLeskin@LeskinLaw.com](mailto:StevenLeskin@LeskinLaw.com)

Attested:

By: \_\_\_\_\_  
Kathy Payne, City Recorder

**City of St. Helens**

**SECOND AMENDMENT OF PERSONAL SERVICES AGREEMENT**

This amendment is made on July 16, 2024, between City of St. Helens, an Oregon municipal corporation (the “City”), and **Pauly, Rogers and Co., P.C.** (the “Contractor”), an Oregon professional corporation (collectively, the “Parties”).

**RECITALS**

**A. WHEREAS**, on or about August 17, 2022, City and Contractor entered into an agreement (“Agreement”) in which Contractor agreed to provide services (“Services”) related to auditing the account and fiscal affairs of St. Helens for the period beginning July 1 and ending June 30, in accordance with Minimum Standards for Audits of Municipal Corporations as prescribed by law; and

**B. WHEREAS**, Paragraph 1 of the Agreement, as amended on December 21, 2022, provides that the agreement terminates on July 31, 2024, and that the City reserves the right to extend the contract one year; and

**C. WHEREAS**, City and Contractor mutually desire to extend the term of the agreement for an additional year.

**AGREEMENT**

**NOW, THEREFORE**, the parties mutually agree as follows:

**1.** The termination date of the agreement signed on or about August 17, 2022, and amended on or about December 21, 2022, shall be amended to reflect a termination date of **July 31, 2025**, unless earlier terminated according to the terms of the Agreement.

**2.** All other terms and conditions of the Agreement, as previously amended, shall remain in full force and effect other than as specifically amended herein.

**CITY:**

**CONTRACTOR:**

**CITY OF ST. HELENS**, an Oregon municipal corporation

**PAULY, ROGERS & CO., P.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**FOURTH AMENDMENT TO  
Kittelson & Associates, Inc. Personal Service Agreement  
S 1st Street & St. Helens Street Intersection Improvements, Project No. R-685A**

This agreement is entered into this 16th day of July 2024, by and between the City, (hereinafter "City"), and Kittelson & Associates, Inc., (hereinafter "Contractor").

**RECITALS**

- A. City and Contractor entered into a Personal Service Agreement on March 16, 2022, and said contract, hereinafter "original contract", is on file at St. Helens City Hall.
- B. Contract was amended on July 19, 2023 for additional construction services and compensation for the joint utility trench design and incorporating gateway features at the intersection.
- C. On September 6, 2023 the contract was amended for the additional design services and compensation required to address the undergrounding of utilities and services in the project limits.
- D. Contract was amended on May 15, 2024 for the additional compensation required for construction support services for the franchise utility undergrounding work.
- E. The term of the original contract expires on June 30, 2024 and the City desires to extend the contract time of the original contract with the Contractor to retain their services on the S 1st Street & St. Helens Street Intersection Improvements.

**NOW, THEREFORE**, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

- 1. The recitals set forth above are true and correct and are incorporated herein by this reference.
- 2. The contract expiration date shall be extended to June 30, 2025.
- 3. All other terms of the original contract not specifically amended by this agreement remain in full force and effect.

Dated this 16th day of July 2024.

**Contractor**

DocuSigned by:  
*Anthony Yi*  
A06F2D4CE276423

Date: 7/1/2024

**City**

\_\_\_\_\_  
Rick Scholl, Mayor  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Kathy Payne, City Recorder



## CONTRACT DOCUMENTS

# UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET – STRAND STREET ROAD & UTILITIES EXTENSION PROJECT Project No. M-532



**AUTHORIZED BY SPECIAL PROCUREMENT July 16, 2024**  
City of St. Helens, 265 Strand Street, St. Helens, Oregon 97051

City of St. Helens  
265 Strand Street  
St. Helens, Oregon 97051  
(503) 397-6272

Moore Excavation, Inc.  
PO Box 789  
Fairview, OR 97024  
(503) 674 - 0900

## INTRODUCTION AND TABLE OF CONTENTS

Contract Documents are listed below. Documents are either attached or bound separately and available from the Project Manager. All documents bound separately are incorporated into the Contract Documents and have the same force and effect as though set forth in full herein.

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**PART 3: 2021 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION**

..... Available Online

**PART 4: CITY OF ST. HELENS ENGINEERING STANDARDS MANUAL**

..... Available Online

In the event of a conflict, Supplementary Conditions control over all Standard Specifications and other Contract Documents. To the extent Standard Specifications and other Contract Documents conflict, the more restrictive requirement or provision shall control, except where otherwise noted in the Contract Documents, addenda, or amendment.

**PART 5: SPECIAL PROVISIONS & TECHNICAL SPECIFICATIONS**

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**PART 6: SUPPLEMENTARY INFORMATION**

- Bidder’s Checklist
- Project Documentation Checklist

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# Part 1

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# Bid Documents



**UNDERGROUNDING ELECTRICAL SERVICES ON THE ST HELENS WATERFRONT.  
PROJECT NO. M-532  
FIRM OFFER (BID) AND SCHEDULE OF PRICES**

TO FURNISH ALL PERMITS, LABOR, TOOLS, MACHINERY, MATERIALS, TRANSPORTATION, EQUIPMENT AND SERVICES OF ALL KINDS REQUIRED FOR THE CONSTRUCTION OF THIS PROJECT FOR THE CITY OF ST. HELENS, COLUMBIA COUNTY, OREGON, AS STATED IN THE COMPLETED SCHEDULE OF PRICES, ALL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, PLANS, SPECIFICATIONS, AND DRAWINGS WHICH ARE ON FILE AT THE CITY OF ST. HELENS, CITY HALL, 265 STRAND STREET, ST. HELENS, OREGON 97051.

**NAME OF BIDDER:** MOORE EXCAVATION, INC.  
**CONTACT:** TOBY BURNS  
**ADDRESS:** PO BOX 789  
**CITY** FAIRVIEW **STATE** OR **ZIP** 97024  
**TELEPHONE NO.:** (503) 674-0900  
**FAX NO.:** \_\_\_\_\_  
**EMAIL ADDRESS:** toby.burns@themeigroup.com

To the Honorable Mayor and City Council  
City Hall  
City of St. Helens  
265 Strand Street  
St. Helens, Oregon 97051

In response to competitive bidding, this FIRM OFFER is submitted as an offer by the undersigned to enter into a contract with the City of St. Helens for furnishing all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the construction of this Project for the City of St. Helens, Oregon, as shown in the Contract Documents on file at City Hall, 265 Strand Street, St. Helens, Oregon, and which are a condition of this Offer as though they were attached. This offer is subject to the following declarations as to the acts, intentions and understandings of the undersigned and the agreement of the City of St. Helens to the terms and prices herein submitted.

1. The undersigned has familiarized themselves with the nature and extent of the Contract Documents, project Work, site, locality, general nature of Work to be performed by City or others at the site that relates to the project Work required by the Contract Documents, local conditions, and federal state, and local Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the project Work.
2. The undersigned has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigation, exploration, tests, and studies which pertain to the conditions (subsurface or physical) at or contiguous to the site or otherwise and which may affect the cost, progress, performance, or furnishing of the project Work as Contractor deems necessary for the performance and furnishing of the project 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 or supplementary examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Contractor for such purposes.
3. All of the Contract Documents, including all plans, specifications, and drawings have been examined and an examination of the site of the proposed Work, together with such investigations as are necessary to determine the conditions to be encountered have been made by the undersigned and the terms and conditions of the Contract and solicitation documents are hereby accepted, and that if this Offer is accepted, the undersigned will contract with the City of St. Helens, Oregon, using the form attached and agrees to be bound to the terms and conditions of said Contract and solicitation documents.
4. It is understood that the contract drawings may be supplemented by additional drawings and specifications in explanation and elaboration thereof and, if they are not in conflict with those referred to in paragraph 1 above, they

shall have the same force and effect as though they were attached and they shall be accepted as part of the Contract when issued.

5. The undersigned agrees that upon written acceptance of this bid s/he/it will, within ten working days, of receipt of such notice, execute a formal contract agreement with the City. The undersigned further agrees that s/he/it will provide the following in order to execute the Contract:
  - Performance Bond and Payment Bond, both in the amount equal to 100% of the awarded Contract;
  - Proof of filing of a Public Works Bond in the required statutory amount with BOLI
  - Certificates of Insurance for all required insurance coverages;
  - Certificates of Coverage for Workman Compensation and unemployment insurance; and
  - All other bonds, permits, licenses, etc. as required in the Contract Documents.
  
6. The quantities stated in the Schedule of Prices are approximate only and payment will be made at the unit prices stated for the actual quantities incorporated in the completed Work. If there is an increase in the total payment for an item covered by a lump sum price, it shall be computed on the basis of extra work for which an increase in payment will have been earned; and if there is a decrease in a lump sum payment for any such items, it shall be made only as the result of negotiation between the undersigned and the City.

**UNDERGROUNDING ELECTRICAL SERVICES ON THE  
S 1ST STREET – STRAND STREET ROAD & UTILITIES EXTENSION PROJECT  
BID SCHEDULE OF PRICES**

Moore Excavation, Inc  
Revision 2  
5/28/2024



**SCHEDULE OF PRICES**

**UNDERGROUNDING ELECTRICAL SERVICES AT THE 1ST/STRAND PROJECT  
PROJECT NO. M-532**

ITEM #	KIND OF WORK ITEM DESCRIPTION	UNIT	DATE 1/22/24 AMOUNT	UNIT COST	TOTAL
	<b>Electrical</b>				
1.	4" PVC	LF	500	\$26.00	\$13,000.00
2.	3" PVC	LF	1980	\$23.00	\$45,540.00
3.	4" RGS	LF	60	\$165.00	\$9,900.00
4.	3" RGS	LF	310	\$140.00	\$43,400.00
5.	2" RGS	LF	80	\$120.00	\$9,600.00
6.	4" PVC FACTORY ELBOW	EA	8	\$250.00	\$2,000.00
7.	3" PVC FACTORY ELBOW	EA	54	\$240.00	\$12,960.00
8.	4" RGS FACTORY ELBOW	EA	2	\$950.00	\$1,900.00
9.	3" RGS FACTORY ELBOW	EA	7	\$700.00	\$4,900.00
10.	6 AWG CU XHHW	CLF	0.85	\$60.00	\$51.00
11.	3/0 AWG CU XHHW	CLF	2.55	\$3,500.00	\$8,925.00
12.	4/0 AWG CU XHHW	CLF	7.5	\$4,000.00	\$30,000.00
13.	250kCMIL CU XHHW	CLF	14.4	\$4,500.00	\$64,800.00
14.	4 AWG Bare CU Gnd	CLF	0.2	\$1,100.00	\$220.00
15.	METERBASE 200A	EA	3	\$5,000.00	\$15,000.00
16.	ENCLOSED CIRCUIT BREAKER	EA	1	\$250.00	\$250.00
17.	GROUND ROD CU 10' LONG 3/4"	EA	2	\$100.00	\$200.00
18.	NEMA 3R 24" X 24" PULLBOX	EA	1	\$1,000.00	\$1,000.00
19.	TRENCHING & BACKFILL	LF	622	\$337.50	\$209,925.00
20.	TRENCH RESURFACING	SY	69.1	\$200.00	\$13,820.00
21.	Mobilization	LS	1	\$83,000.00	\$83,000.00
22.	Erosion Control	LS	1	\$5,000.00	\$5,000.00
23.	Traffic Control	LS	1	\$8,000.00	\$8,000.00
24.	Permitting 200A Services	EA	20	\$600.00	\$12,000.00
25.	400A Services	EA	1	\$7,500.00	\$7,500.00
	<b>TOTAL BID</b>				\$602,891.00

The following base bid of SIX HUNDRED TWO THOUSAND EIGHT HUNDRED NINETY-ONE DOLLARS AND ZERO CENTS, (\$ 602,891.00) is proposed for the project as described in the Contract Documents.

7. All items in the Schedule of Prices have been completed in full by showing a unit or lump sum price or prices for each and every item thereof. The price per item shall be clearly shown in the space provided. The pricing shall be extended to show the total when required.
8. The undersigned submits the unit prices as those at which he will perform the Work involved. The extensions of the column headed "ITEM TOTAL" are made for the sole purpose of facilitating bid comparisons and if there are any discrepancies between the unit prices and the total amount shown, the unit prices shall govern.
9. The undersigned agrees to furnish labor, tools, machinery, materials, transportations, equipment and services of all kinds required for, necessary for, or reasonably incidental to, construction of this Project with all appurtenant Work as required by the plans and specifications of this Offer for the unit or lump sum prices in the "SCHEDULE OF PRICES".
10. In stating prices, it is understood that the prices include all materials and Work required to complete the Contract in accordance with the plans and specifications. If any material, item or service required by the plans and specifications has not been mentioned specifically in the "SCHEDULE OF PRICES", the same shall be furnished and placed with the understanding that the full cost to the City has been merged with the several prices stated in the "SCHEDULE OF PRICES".
11. The undersigned shall furnish bonds required by the specifications and comply with the laws of the State of Oregon which are pertinent to construction contracts of this nature even though such laws may not have been quoted or referred to in the specifications.
12. Accompanying this Offer is a certified check, cashier's check or a bid bond, in the sum of \$ NA, payable to the City of St. Helens, Oregon, this being an amount for ten percent (10%) of the total bid based upon the estimate of quantities at the above price according to the conditions of the advertisement. If this Offer is accepted by the City and the undersigned fails to execute a satisfactory contract and bonds as stated in the Advertisement within ten (10) working days from the date of notification, then the City may, at its option, determine that the undersigned has abandoned the contract and there upon this Offer shall be considered null and void, and the bid security accompanying this Offer shall be forfeited to and become the property of the City of St. Helens. If bid is not accepted, bid security accompanying this Offer shall be returned to the undersigned.
13. The undersigned agrees to be bound by and will comply with the provisions of ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 to 3148, the Oregon Prevailing Wage law or the Federal Davis Bacon Act, as applicable.
14. The undersigned certifies that the undersigned Contractor is not ineligible to receive a contract for a public work pursuant to ORS 279C.860. Bidder further agrees, if awarded a contract, that every subcontractor will be eligible to receive a contract for a public work pursuant to ORS 279C.860.
15. The undersigned certifies that he undersigned Contractor has not discriminated against minority, women or emerging small businesses enterprises in obtaining any required subcontracts. The bidder understands and acknowledges that it may be disqualified from bidding on this public improvement project as set forth in OAR 137-049-0370, including but not limited to City discovery a misrepresentation or sham regarding a subcontract or that the Bidder has violated any requirement of ORS 279A.110 or the administrative rules implementing the Statute.
16. The undersigned agrees that the time of completion shall be defined in the specifications, and further, the undersigned agrees to initiate and complete this Project by the date stated below.  
The Work shall be commenced within five working days after receipt of the written Notice to Proceed.  
The Work shall be completed in all respects within 396 calendar days following issuance of the Notice to Proceed and shall be completed no later than September 15, 2024.
17. The undersigned bidder is licensed by the Oregon Construction Contractors Board, the registration is current and valid, and the bidder's registration number is stated below.

- 18. If applicable, the undersigned bidder is licensed by the State Landscape Contractors Board, the license is current and valid, and the bidder's registration number is stated below.
- 19. The undersigned acknowledges that, in determining the lowest responsible bidder, City shall, for the purpose of awarding the Contract, add a percent increase to each out-of-state bidder's bid price which is equal to the percent of preference given to local bidders in the bidder's home state, as set forth in the chart located at [www.oregon.gov/DAS/EGS/ps/Pages/RecipPref/detail\\_a\\_main\\_page.aspx](http://www.oregon.gov/DAS/EGS/ps/Pages/RecipPref/detail_a_main_page.aspx). "Resident bidder" of Oregon means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid that the bidder is a "resident bidder" of the State of Oregon. The undersigned represents him/her/it in this bid to be either a Resident or a Nonresident bidder by completing the appropriate blank below.
- 20. The undersigned hereby represents that no Commissioner, officer, agency or employee of the City of St. Helens is personally interested directly or indirectly in this Contract or the compensation to be paid hereunder and that no representation, statement or statements, oral or in writing, of the City, its Councilors, officers, agents or employees had induced him/her to enter into this Contract, and the documents made a part of its terms.
- 21. The undersigned has not directly or indirectly induced or solicited any person to submit a false or sham bid or refrain from bidding. The undersigned certifies that this bid has been arrived at independently and submitted without connection with any person, firm or corporation making a bid for the same project and is, in all respects, fair and without collusion or fraud.
- 22. The undersigned confirms that this firm has a Qualified Drug Testing Program for employees in place and will demonstrate this prior to award of Contract.
- 23. The undersigned confirms that if this Contract involves asbestos abatement or removal, the bidder is licensed under ORS 468A.710 for asbestos removal. Asbestos abatement is not implicated in this Contract.
- 24. The City of St. Helens may waive minor informalities, reject any bid not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any or all bids upon a finding that it is in the public interest to do so.
- 25. The undersigned confirms that this offer is not contingent upon City's acceptance of any terms and conditions other than those contained in the Solicitation and Contract Documents.
- 26. The bidder acknowledges that the Addendum(s) listed below have been reviewed online or a copy obtained and considered as part of the submittal of this Offer and Schedule of Prices. **ADDENDA NUMBERED 0 THROUGH 0 HAVE BEEN REVIEWED.**
- 27. Bidder information and signature.

MOORE EXCAVATION, INC. \_\_\_\_\_

NAME OF BIDDER

BIDDER IS A RESIDENT OF THE STATE OF OREGON \_\_\_\_\_

(See ORS 279A.120)

CONSTRUCTION CONTRACTORS BOARD LICENSE NO 28397 \_\_\_\_\_

DocuSigned by:

*Scott Pellicer*

\_\_\_\_\_  
SIGNATURE OF BIDDER'S AUTHORIZED REPRESENTATIVE

SCOTT PELLECER, PRESIDENT \_\_\_\_\_

OFFICIAL TITLE OF BIDDER'S AUTHORIZED REPRESENTATIVE

7/9/2024 | 2:07 PM PDT \_\_\_\_\_

DATE SIGNED

**FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM**

**UNDERGROUNDING ELECTRICAL SERVICES ON THE ST HELENS WATERFRONT**

Project No. M-532

**City of St. Helens, Oregon**

Person designated to receive form: John Walsh, City Administrator Phone #: 503-397-6272

**BID SUBMISSION DEADLINE** Date: July 25<sup>th</sup>, 2023 Time: 2:00pm AM PM

If the bid is more than \$100,000 this form must be submitted at the location specified in the Invitation to Bid on the advertised bid submission deadline and within two (2) working hours after the advertised bid submission deadline.

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

SUBCONTRACTOR NAME	DOLLAR VALUE	CATEGORY OF WORK

The above listed first-tier subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a) 5% of the total Contract Price, or \$15,000 whichever is greater (including all alternates). If the Dollar Value is less than \$15,000 do not list the subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

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. THIS DOCUMENT SHALL NOT BE FAXED. IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS BY THE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

Deliver form to: City Administrator  
City Hall, City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

Form Submitted by (Bidder Name): \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

### FIRST TIER SUBCONTRACTORS

Each first-tier subcontractor must disclose the following information before the Notice To Proceed shall be issued:

(Make additional copies as needed for each subcontractor)

**Subcontractor/Address:** Northstar Electrical Contractors Inc.

For: Electrical

\$ 245,550.00

Builders Board No. 90454 Expires 4/24/2025

Worker's Comp. Verified:  Yes  No

Insurance Company SAIF Policy No. 793309 Expires 9/1/2024

City of St Helens Business License \_\_\_\_\_

**CITY OF ST. HELENS  
STANDARD PUBLIC IMPROVEMENT CONTRACT  
BID BOND SURETY**

We, \_\_\_\_\_, a corporation or partnership duly organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Oregon, as "PRINCIPAL", and

We, \_\_\_\_\_, a corporation or partnership duly organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Oregon, as "SURETY",

hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of St. Helens, Oregon, (OBLIGEE) the sum of: (\$ \_\_\_\_\_)

\_\_\_\_\_ Dollars.

The condition of the obligation of this bond, is that the PRINCIPAL herein has in response to City's *Notice to Contractors and Invitation to Bid*, submitted its Offer for the **UNDERGROUNDING ELECTRICAL SERVICES ON THE ST HELENS WATERFRONT., PROJECT NO. M-532**, which Offer is incorporated herein and made a part hereof by this 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 ORS 279C.365 and the City's public contracting rules and contract documents.

NOW THEREFORE, if the Offer, submitted by PRINCIPAL, is accepted, and if the Contract pursuant to the Offer is awarded to the PRINCIPAL, and if the PRINCIPAL executes such Contract and furnishes such good and sufficient Performance and Payment Bonds as required by the Bidding and Contract Documents within the time specified and fixed by the Documents, then this obligation shall be void; otherwise it shall remain in full force and effect. If the PRINCIPAL shall fail to execute the proposed Contract and to furnish the Performance and Payment Bonds, the SURETY hereby agrees to pay the OBLIGEE the surety bond sum as liquidated damages within ten (10) days of such failure.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

By: \_\_\_\_\_  
[A certified copy of the Agent's Power of Attorney must be attached hereto.]

By: \_\_\_\_\_ Attorney-in-Fact



## Part 2

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# Contract Documents



**CITY OF ST. HELENS, OREGON  
STANDARD PUBLIC IMPROVEMENT  
CONTRACT**

**UNDERGROUNDING ELECTRICAL SERVICES ON THE ST HELENS WATERFRONT**

**Project No. M-532**

This Contract is between the CITY OF ST. HELENS, a municipal corporation of the State of Oregon (City) and MOORE EXCAVATION, INC. (Contractor). The City's Project Manager for this Contract is Mouhamad Zaher.

**1. Effective Date and Duration**

This Contract is effective on \_\_\_\_\_, 20\_24\_\_\_, or on the date at which every party has signed this Contract, whichever is later. The Work under this Contract shall, unless otherwise terminated or extended, be completed on or before September 15, 2024.

**2. Statement of Work**

General description of the Work and quantities:

The General Character of the Work under this Contract includes the coordination with the local power utility, Columbia River PUD (CRPUD), to convert the identified electrical services from overhead to underground. Provide all trenching, backfill and cover, conduit and fittings, conductors and all other labor and materials not furnished by CRPUD to provide proper operations for each converted electrical service. The contractor will be responsible for obtaining all required electrical permits from Columbia County. Work also includes the installation, maintenance and removal of temporary traffic control and erosion control measures, and the removal and replacement of existing pavement.

The Work is fully described in the Contract Documents, which are hereby incorporated herein and made a part hereof by this reference. The statement of work, including the delivery schedule for the Work, is contained in **Exhibit A**. Contractor shall, at its own risk and expense, perform the Work described in the Contract Documents and furnish all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, performance of the Work, that is, the construction of this Project for the City of St. Helens, Oregon, as shown in the Contract Documents. Contractor shall secure all Municipal, County, State, or Federal Permits or licenses including but not limited to payment of permit fees, license fees and royalties necessary or incident to performance of the Work on this Contract. The risk of loss for such Work shall not shift to the City until written acceptance of the Work by the City.

**3. Consideration**

a. City agrees to pay Contractor in the manner provided in the Contract documents (actual quantities at unit prices) in the amount not to exceed SIX HUNDRED SIXTY-THREE THOUSAND ONE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$ 663,180.00 ) for accomplishing all the Work required by this Contract and the Contract Documents.

b. Any progress payments to Contractor shall be made only in accordance with the schedule and requirements in **Exhibit A**, if applicable, and Section 21 of the Standard Terms and Conditions for Public Improvement Contracts.

c. City certifies that sufficient funds have been appropriated to make payments required by this Contract during the current fiscal year. Payment for Work performed after July 5 of any given year is subject to funds being appropriated by the St. Helens City Council. If funds are not appropriated, the City may terminate this Contract for convenience by notice to the Contractor.

**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Business Name (Please Print): MOORE EXCAVATION, INC.

Contact Name: TOBY BURNS Phone: (503) 674-0900 Fax: (503) 674-0909

Address: PO BOX 789, FAIRVIEW, OR 97024

Social Security #: N/A St. Helens Business License #: 01143

Federal Tax ID#: 93-0583943 State Tax ID #: 00181514-7

Construction Contractors Board #: 28397

Citizenship: Nonresident Alien  Yes  No

Business Designation (check one):  Individual  Sole Proprietorship  Partnership  
 Corporation  Government/Nonprofit

The above information must be provided prior to contract approval. Payment information will be reported to the Internal Revenue Service (IRS) under the name and taxpayer I.D. number provided above. (See IRS 1099 for additional instructions regarding taxpayer ID numbers.) Information not matching IRS records could subject you to withholding.

I, the undersigned, understand that the Standard Terms and Conditions For Public Improvement Contracts and Exhibits A through J together with all other Contract Documents as described in Section 5 of the Standard Terms and Conditions For Public Improvement Contracts, and the separately bound 2021 Oregon Standard Specifications for Construction, and the City Public Facilities Construction Standards Manual, are an integral part of this Contract and agree to perform the Work described in the Contract Documents, including but not limited to Exhibit A, in accordance with the terms and conditions of this Contract. I further understand the City is prohibited from entering into a contract when the contractor has neglected or refused to file any return, pay any tax, or properly contest a tax, pursuant to ORS305.385; I hereby certify, under penalty of perjury and false swearing, that I/my business am/is not in violation of any Oregon Tax Laws; I further certify that I am an independent contractor as defined in ORS 670.600.

Signed by Contractor: DocuSigned by:  
*Scott Pellecer* 7/9/2024 | 2:07 PM PDT  
\_\_\_\_\_  
Signature/Title SCOTT PELLECECER, PRESIDENT Date

*NOTICE TO CONTRACTOR: This Contract does not bind the City of St. Helens unless and until it has been executed by the Mayor after authorization by the City Council at a public meeting.*

**CITY OF ST. HELENS SIGNATURE**

Approved: \_\_\_\_\_  
Mayor Rick Scholl Date  
Authorized by the full Council on \_\_\_\_\_

Attest: \_\_\_\_\_  
City Recorder Date

Reviewed: \_\_\_\_\_  
City Attorney Date

**CONTRACTOR DATA, CERTIFICATION, AND SIGNATURE**

Business Name (Please Print): MOORE EXCAVATION, INC.

Contact Name: TOBY BURNS Phone: (503) 674-0900 Fax: (503) 674-0909

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Signed by Contractor:

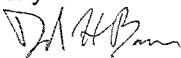
Signature/Title SCOTT PELLECCER, PRESIDENT Date \_\_\_\_\_

*NOTICE TO CONTRACTOR: This Contract does not bind the City of St. Helens unless and until it has been executed by the Mayor after authorization by the City Council at a public meeting.*

**CITY OF ST. HELENS SIGNATURE**

Approved: Mayor Rick Scholl Date \_\_\_\_\_  
Authorized by the full Council on \_\_\_\_\_

Attest: City Recorder Date \_\_\_\_\_

Reviewed:  Date 7/5/2024  
City Attorney Date \_\_\_\_\_

**CITY OF ST. HELENS  
STANDARD TERMS AND CONDITIONS FOR PUBLIC IMPROVEMENT CONTRACTS**

**1. Contractor is Independent Contractor**

- a. Contractor shall perform the Work required by this Contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the Work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means, methods or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means, methods and manner of performing the Work.
- b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit C.
- c. Contractor will be responsible for any federal, state or local taxes applicable to any compensation or payment paid to Contractor under this Contract.
- d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this Contract.

**2. Subcontracts and Assignment**

Contractor shall not subcontract any of the Work required by this contract, or assign, sell, dispose of, or transfer any of its interest in this contract, nor delegate duties under the contract, either in whole or in part, without the prior written consent of the City. Such consent, if provided, shall not relieve the Contractor of any of the obligations under the contract. Any assignee or transferee shall be considered the agent of the Contractor and be bound to abide by all provisions of the Contract. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

Use of Subcontractors, material suppliers or equipment suppliers shall in no way release Contractor from any obligations of the Contract with City. Contractor will provide in all subcontract agreements that the Subcontractor, material supplier and equipment supplier will be bound by the terms and conditions of this Contract to the extent that they relate to the Subcontractor's work, material or equipment. All subcontracts are assignable to the City at City's option, in the event this agreement is terminated for default of Contractor.

**3. No Third Party Beneficiaries**

City and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

**4. Successors in Interest**

The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

**5. Contract Documents**

The Contract Documents, which comprise the entire Contract between the City and Contractor, include all sections or parts of the bid package however denominated, including all documents and plans attached or referenced therein, the Notice to Contractors - Invitation to Bid, Offer, First-Tier Subcontractors Disclosure Form, Surety Bid Bond, Public Improvement Contract, Contract Standard Terms and Conditions and Exhibits thereto, Performance Bond, Payment Bond, Special Provisions, Plans entitled **UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET - STRAND STREET ROAD & UTILITIES EXTENSION PROJECT, NO. M-532**, Construction Drawings, Standard Drawings, and Contract Addendums, all attached hereto, and incorporated herein by this reference, together with the Prevailing Wage (BOLI) if applicable AND any other separately bound reference, 2021 Oregon Standard Specifications for

Construction, the City of St. Helens Engineering Department Public Facilities Construction Standards Manual Appendix to St. Helens Community Development Code, incorporated herein by this reference. All exhibits, schedules and lists attached to the Contract Documents, or delivered pursuant to the Contract Documents, shall be deemed a part of the Contract Documents and incorporated herein, where applicable, as if fully set forth herein.

#### **6. Contractor's Representations**

By executing this Contract, the Contractor hereby certifies that the representations made by the Contractor in the Contract Documents, including specifically the Offer, are true and correct and are incorporated herein by this reference. Contractor further certifies that Contractor has given the City written notice of conflicts, errors, ambiguities, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by the City is acceptable to the Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of terms and conditions for performing and furnishing the Project Work.

#### **7. Drug Testing**

Contractor shall demonstrate to the City that it has a drug-testing program in place.

#### **8. Notice to Proceed**

Written Notice to Proceed will be given by the City after the Contract has been executed and the performance bond, payment bond, public works bond and all required insurance documents approved, and a pre-construction meeting has been held with the Contractor's and City's key personnel. Notice to proceed shall not be unreasonably delayed and shall generally occur within thirty (30) days of the Contract Date. Reasonable delay may be occasioned by the need to obtain necessary permits or easements or utility relocation. The Contractor shall commence the project Work within five (5) days of the date of the written Notice to Proceed. Contractor is not to commence Work under the Contract prior to such written notice.

#### **9. Suspension of the Work**

The City, and its authorized representatives, may suspend portions or all of the project Work due to causes including, but not limited to:

- a. Failure of the Contractor to correct unsafe conditions;
- b. Failure of the Contractor to carry out any provision of the Contract;
- c. Failure of the Contractor to carry out orders;
- d. Conditions, in the opinion of the City, which are unsuitable for performing the project Work;
- e. Allowance of time required to investigate differing site conditions;
- f. Any reason considered to be in the public interest.

The Contract Time will not be extended, nor will the Contractor be entitled to any additional compensation, if the Work is suspended pursuant to subsections (a), (b) or (c). If the Project Work is suspended pursuant to subsection (f), the Contractor is entitled to a reasonable extension of the contract time and reasonable compensation for all verified costs resulting from the suspension plus a reasonable allowance for overhead with respect to such costs. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such suspension. The foregoing provision concerning compensation in the event of a suspension of Work of this Contract shall not apply if such suspension occurs as a result of the Contractor's violation of any Federal, State, or Local statutes, ordinances, rules or regulations, or as a result of any violation by the Contractor of the terms of this Contract, including a determination by the City that the Contractor has not progressed satisfactorily with the Work in accordance with specifications.

#### **10. Early Termination**

The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.

The City may terminate this Contract, in whole or in part, at any time for any reason considered by the City, in the exercise of its sole discretion, to be in the public interest. The City will provide the Contractor, and the Contractor's surety, seven (7) days prior written notice of a termination for convenience.

The City may terminate this Contract in the event of a material breach of the Contract by the Contractor. Prior to such default termination, however, the City shall give to the Contractor written notice of the breach and the intent to terminate for default. If the Party has not cured the breach within 15 days of the date of the notice (or if the breach cannot be cured in 15 days, Contractor has provided a cure plan that has been accepted by City and is making substantial progress in curing), then the City may terminate the Contract for default by giving a written notice of termination for default.

Any termination for default that is found to be improper for any reason shall be converted to a termination for convenience and Contractor's remedies shall be limited as if the termination had been one for convenience at inception.

#### **11. Payment on Early Termination**

- a. If this Contract is terminated by mutual agreement, the City shall pay the Contractor for Work performed in accordance with the Contract prior to the termination date in an amount agreed to by the parties as part of the termination agreement. Contractor shall not be entitled to any amount for overhead or profit on uncompleted Work.
- b. If this Contract is terminated by the City for convenience, City shall pay the Contractor for Work properly completed before the termination for convenience, along with costs incurred by Contractor due to the termination. Contractor shall not be entitled to any amount for overhead or profit on uncompleted Work. Contractor shall remain liable for Work performed prior to the termination for convenience.
- c. If this Contract is terminated by the City for default due to a material, uncured breach by the Contractor, then the City shall pay the Contractor, if applicable, as provided Section 12, Remedies for Default. Contractor shall remain liable for Work performed prior to the termination for default.

#### **12. Remedies for Default**

In the event of a termination for default by City due to a material, uncured breach by the Contractor, payment to Contractor will be immediately suspended. The City may proceed to complete the Work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the City the amount of the excess procurement costs within 14 days of written demand. To the extent that the procurement costs are lower than the remaining unpaid balance under this Contract, the City shall pay such difference to Contractor. After notice of termination for default, the Contractor and the Contractor's surety shall provide the City with immediate and peaceful possession of the Project site and premises, and materials located on and off the Project site and premises for which the Contractor received progress payment.

The remedies provided to the City under this Contract for a material, uncured breach by the Contractor shall not be exclusive. The City also shall be entitled to any other contractual, equitable or legal remedies that are available.

#### **13. Access to Records**

Contractor shall maintain and the City and its authorized representatives shall have access to all books, documents, papers and records of Contractor which relate to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of ten years after final payment. Contractor shall follow generally accepted accounting principles. Copies of applicable records shall be made available upon request at no charge to City. Failure to keep records for the required period shall be deemed a spoliation of evidence.

#### **14. Ownership of Work Product**

All work products of the Contractor that result from this Contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Preexisting trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this Contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor for other than this Project is prohibited without the written consent of the City.

### 15. Compliance with Applicable Law

Contractor shall comply and require all Subcontractors to comply with all federal, state, and local laws and ordinances, and City contracting rules applicable to the work under this contract, including without limitation ORS Chapter 279A-C and specifically ORS 279A.110, 279A.120, 279A.125, 279C.365, 279C.370, 279C.375, 279C.380, 279C.505, 279C.510, 279C.515, 279C.520, 279C.525, 279C.527, 279C.528, 279C.530, 279C.540, 279C.545, 279C.555, 279C.560, 279.565, 279C.570, 279C.580, 279C.585, 279C.600 to 279C.625, 279C.650 to 279C.670, and ORS 279C.800 to 279C.870, if applicable.

- a. Contractor shall:
  - 1) Make payment promptly, as due, to all persons supplying to the Contractor labor or material for the performance of the Work provided for in the Contract;
  - 2) Pay all contributions or amounts due the Industrial Accident Fund from the Contractor or subcontractor incurred in the performance of the Contract;
  - 3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished;
  - 4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167;
  - 5) Demonstrate that an employee drug testing program is in place;
  - 6) To the extent the Work includes demolition, salvage or recycle construction and demolition debris, if feasible and cost-effective;
  - 7) To the extent the Work includes lawn and landscape maintenance, compost or mulch yard waste material at an approved site, if feasible and cost-effective.
- b. If the Contractor fails, neglects or refuses to pay promptly a person's claim for labor or services that the person provides to the contractor or a subcontractor in connection with the Contract as the claim becomes due, City may pay the amount of the claim to the person that provides the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of the Contract.
- c. If the Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the Contract within 30 days after receiving payment from City, Contractor or its subcontractor owes the person the amount due plus interest charges that begin at the end of the 10-day period within which payment is due under ORS 279C.580 (4) and that end upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest on the amount due is nine percent per annum. The amount of interest may not be waived.
- d. If Contractor or its subcontractor fails, neglects or refuses to pay a person that provides labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.
- e. Paying a claim in the manner authorized (b) through (d) above does not relieve the Contractor or the Contractor's surety from obligation with respect to an unpaid claim .
- f. No person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases the employee shall be paid at least time and a half pay:
  - 1)
    - i. For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or



- ii. For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and
- 2) For all work performed on Saturday and on any legal holiday specified in ORS 279C.540.
- g. Contractor shall give notice in writing to employees who work on Work covered by the Contract, either at the time of hire or before commencement of work on the Contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- h. Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the Contractor, of all sums that the Contractor agrees to pay for the services and all moneys and sums that the Contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.
- i. Contractor shall comply with ORS 656.017 unless exempt under ORS 656.126.
- j. The withholding of retainage by Contractor and its subcontractors shall be in accordance with ORS 701.420.
- k. In accordance with ORS 279C.560, unless City finds in writing that accepting a bond, security or other instrument poses an extraordinary risk that is not typically associated with the bond, security or other instrument, City will approve the Contractor's written request to deposit bonds, securities or other instruments with the City or in a custodial account or other account satisfactory to City with an approved bank or trust company, to be held instead of cash retainage for the benefit of City. In such event, City will reduce the cash retainage by an amount equal to the value of the bonds, securities and other instruments. Interest or earnings on the bonds, securities and other instruments shall accrue to the Contractor. Bonds, securities and other instruments deposited instead of cash retainage shall be assigned to or made payable to City and shall be of a kind approved by the Director of the Oregon Department of Administrative Services, including but not limited to: Bills, certificates, notes or bonds of the United States; Other obligations of the United States or agencies of the United States; Obligations of a corporation wholly owned by the federal government; Indebtedness of the Federal National Mortgage Association; General obligation bonds of the State of Oregon or a political subdivision of the State of Oregon; or Irrevocable letters of credit issued by an insured institution, as defined in ORS 706.008. The Contractor shall execute and provide such documentation and instructions respecting the bonds, securities and other instruments as City may require to protect its interests. When City determines that all requirements for the protection of City's interest have been fulfilled, the bonds and securities deposited instead of cash retainage will be released to the Contractor. If City accepts a surety bond from Contractor in lieu of retainage, Contractor shall accept like bonds from its subcontractors or suppliers from which Contractor has retainage. Contractor shall then reduce the moneys Contractor holds as retainage in an amount equal to the value of the bond and pay the amount of the reduction to the subcontractor or supplier.
- l. City shall make progress payments on the Contract monthly as work progresses. Payments shall be based upon estimates of work completed that are approved by City. A progress payment is not considered acceptance or approval of any work or waiver of any defects therein. City shall pay to Contractor interest on the progress payment, not including retainage, due the Contractor. The interest shall commence 30 days after receipt of the invoice from the Contractor or 15 days after the payment is approved by City, whichever is the earlier date. The rate of interest charged to City on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after receipt of the invoice from Contractor or 15 days after the payment is approved by City, whichever is the earlier date, but the rate of interest may not exceed 30 percent. Interest shall be paid automatically when payments become overdue. City shall document, calculate and pay any interest due when payment is made on the principal. Interest payments shall accompany payment of net due on the Contract. City will not require Contractor to petition, invoice, bill or wait additional days to receive interest due. When an invoice is filled out incorrectly, when there is any defect or impropriety in any submitted invoice or when there is a good faith dispute, City shall so notify Contractor within 15 days stating the reason or reasons the invoice is defective or improper or the

reasons for the dispute. A defective or improper invoice, if corrected by Contractor within seven days of being notified by City, may not cause a payment to be made later than specified in this section unless interest is also paid. If requested in writing by a subcontractor, Contractor, within 10 days after receiving the request, shall send to the subcontractor a copy of that portion of any invoice, request for payment submitted to City or pay document provided by City to Contractor specifically related to any labor or materials supplied by the subcontractor. Payment of interest may be postponed when payment on the principal is delayed because of disagreement between City and Contractor.

- m. City will reserve as retainage from all progress payment five percent (5%) of the payment. As work progresses, City may (but is not required) reduce the amount of the retainage and City may (but is not required) eliminate retainage on any remaining monthly contract payments after 50 percent of the Work under the Contract is completed if, in City's opinion, such work is progressing satisfactorily. Elimination or reduction of retainage shall be allowed only upon written application by Contractor, and the application shall include written approval of Contractor's surety. However, when the contract work is 97.5 percent completed, City may, at the City's sole discretion and without application by Contractor, reduce the retained amount to 100 percent of the value of the Work remaining to be done. Upon receipt of a written application by Contractor, the City shall respond in writing within a reasonable time. The retainage held by City shall be included in and paid to Contractor as part of the final payment of the Contract Price. City shall pay to Contractor interest at the rate of 1.5 percent per month on the final payment due Contractor, interest to commence 30 days after the work under the Agreement has been completed and accepted and to run until the date when the final payment is tendered to Contractor. Contractor shall notify City in writing when the contractor considers the work complete and Owner shall, within 15 days after receiving the written notice, either accept the work or notify Contractor of work yet to be performed on the Contract. If City does not, within the time allowed, notify Contractor of work yet to be performed to fulfill contractual obligations, the interest provided by this subsection shall commence to run 30 days after the end of the 15-day period.
- n. Contractor shall include in each subcontract for property or services the Contractor enters into with a subcontractor, including a material supplier, for the purpose of performing this Contract:
- 1) A payment clause that obligates Contractor to pay subcontractor for satisfactory performance under the subcontract within 10 days out of amounts the City pays to Contractor under the Contract.
  - 2) A clause that requires Contractor to provide subcontractor with a standard form that the subcontractor may use as an application for payment or as another method by which the subcontractor may claim a payment due from Contractor.
  - 3) A clause that requires Contractor, except as otherwise provided in this paragraph, to use the same form and regular administrative procedures for processing payments during the entire term of the subcontract. Contractor may change the form or the regular administrative procedures Contractor uses for processing payments if Contractor: (i) Notifies the subcontractor in writing at least 45 days before the date on which the contractor makes the change; and (ii) Includes with the written notice a copy of the new or changed form or a description of the new or changed procedure.
  - 4) An interest penalty clause that obligates Contractor, if the Contractor does not pay the subcontractor within 30 days after receiving payment from City, to pay subcontractor an interest penalty on amounts due in each payment Contractor does not make in accordance with the payment clause included in the subcontract under paragraph 1) of this subsection. Contractor or subcontractor is not obligated to pay an interest penalty if the only reason that Contractor or subcontractor did not make payment when payment was due is that Contractor or subcontractor did not receive payment from City or Contractor when payment was due. The interest penalty: (i) Applies to the period that begins on the day after the required payment date and that ends on the date on which the amount due is paid; and (ii) Is computed at the rate specified in ORS 279C.515 (2).
- o. Contractor shall, in each of the Contractor's subcontracts, require the first-tier subcontractor to include a payment clause and an interest penalty clause that conforms to the standards of subsection (n) of this section in each of the first-tier subcontractor's subcontracts and to require each of the first-tier subcontractor's subcontractors to include such clauses in the first-tier subcontractors' subcontracts with each lower-tier subcontractor or supplier.

The requirements applicable to contractors set forth in these sections are all incorporated into this contract by this reference as though set forth herein in their entirety. Contractor also expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, as amended (iv) ORS 659A.142, (v) all regulations and administrative rules established pursuant to those laws; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. In addition, Contractor expressly agrees to comply with all federal and state tax laws. A condition or clause required by law to be in this contract shall be considered included and incorporated into the Contract and made a part as if set forth herein in its entirety.

#### **16. Licensing with Construction Contractor's Board**

The Contractor hereby certifies that the Contractor is licensed with the Construction Contractors Board in accordance with ORS 701.021 to 701.042 and, further, that all subcontractors performing work under this contract, unless exempt, shall also be licensed with the Construction Contractors Board before the subcontractors commence work under the contract.

#### **17. Prevailing Wages**

Contractor expressly agrees to be bound by and comply with prevailing rate of wage laws applicable to Contractor's Work in accordance with ORS 279C.800 et seq. The prevailing wage rates in effect when this Project was first advertised are hereby expressly incorporated into this Agreement by reference. Information on BOLI Prevailing Wage Rates may be obtained at the following site: [www.oregon.gov/BOLI/WHDPWR/pwr\\_state.shtml](http://www.oregon.gov/BOLI/WHDPWR/pwr_state.shtml). A copy of these rates may be requested by calling the Bureau of Labor and Industries directly (Bureau of Labor and Industries – (971) 673-0838). Information on the Federal Davis-Bacon Act rates may be obtained at the following site: [www.oregon.gov/ODOT/HWY/SPECS/wages.shtml](http://www.oregon.gov/ODOT/HWY/SPECS/wages.shtml). Contractor's workers must be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

Contractor shall have a public works bond filed with the Construction Contractors Board and shall provide Owner with a copy of such bond before starting work unless Contractor is exempt under ORS 279C.836(4), (7), (8) or (9). Contractor shall include a similar provision in any subcontract.

Contractor shall keep the prevailing rates of wage for Project posted in a conspicuous and accessible place in or about the Project and, if it provides a health and welfare plan or pension plan or both, shall post a notice describing the plan, including information on how and where to make claims and where to obtain further information, in a conspicuous and accessible place in or about the Project.

Contractor shall furnish to City a weekly affidavit with supporting detailed exhibits in a form that complies with the certified statement requirements of ORS 279C.845, certifying wages paid and to whom during each preceding weekly payroll period, for itself and all subcontractor who are required to submit such certified statements under ORS 279C.845. If Contractor has failed to timely submit a required certified statement, City, pursuant to ORS 279C.845(8), shall withhold twenty-five percent (25%) from any amount owed to Contractor until Contractor provides the required certified statement.

#### **18. Change Orders/Extra Work**

The Contractor agrees to complete this Contract in accordance with the attached specifications and requirements, including any change orders. A change order submitted by the City must be agreed upon by the Contractor and the City, and in the event of failure to so agree, the City may then proceed with any additional work in any manner the City may choose. A decision by the City to proceed to have work done by another party shall in no way relieve either the Contractor or City of this Contract and neither will such action be cause for collection of damages by either party to the contract, one from the other. Only the City Council or designated Contracting Officer with delegated contracting authority can authorize extra (and/or changed) work and compensation. Such authorization must be in writing. The parties expressly recognize that City personnel are not authorized to order extra (and/or) changed work or to waive contract requirements or authorize additional compensation. Failure of the Contractor to secure City authorization for extra work shall constitute a waiver of any and all claims or rights to adjustment in the Contract Price or Contract Time due to such unauthorized extra work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed by Contractor without express and prior authorization of the City.

If Contractor proposes an alternative material, process or system to City, or supplies City with specifications or plans for use in the Project, Contractor warrants to City that such alternative material, process or system is adequate, accurate, complete, fit for its intended purpose, and, if accepted by City, that an acceptable result will be achieved. Contractor, at its own cost, will remedy, any Work that violates this warranty until an acceptable result is achieved.

#### **19. Inspection and Acceptance**

Inspection and acceptance of all work required under this contract shall be performed by the City. The Contractor shall be advised of the acceptance or of any deficiencies in the deliverable items.

#### **20. Liquidated Damages**

City and Contractor recognize that time is of the essence of this Contract and that City will suffer substantial financial loss if the project work is not completed within the timeframe specified in Section (1) of the Public Improvement Contract. City and Contractor also recognize the difficulties involved in proving in a legal or other dispute resolution preceding the actual loss suffered by City if the project work is not completed on time. Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) the Contractor shall pay the City one thousand and fifty dollars per day (\$1050/day) for each and every day that elapses in excess of the Contract Time. This amount is a genuine pre-estimation of the damages expected because of a delay in the completion of this project.

Any sums due as liquidated damages shall be deducted from any money due or which may become due to the Contractor under this Contract. Payment of liquidated damages shall not release the Contractor from obligations in respect to the fulfillment of the entire contract, nor shall the payment of such liquidated damages constitute a waiver of the City's right to collect any additional damages which may be sustained by failure of the Contractor to complete the work on time. Permitting the Contractor to continue and finish the project work or any part thereof after the Contract Time has expired shall in no way operate as a waiver on the part of the City or any of its rights under this Contract. The City may in its discretion grant the Contractor an extension of time upon a showing made by the Contractor that the work has been unavoidably delayed by conditions beyond the control of Contractor.

#### **21. Liability, Indemnity and Hold Harmless**

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

The Contractor shall hold harmless, indemnify, and defend City, its officers, agents, and employees from any and all liability, actions, claims, losses, damages or other costs of whatsoever nature, including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during or in connection with the performance of the Work, actions or failure to perform actions, and other activities of Contractor or its officers, employees, subcontractors or agents, under this Contract, including the negligent professional acts, errors, or omissions of Contractor or its officers, employees, subcontractors, or agents. Such indemnification shall also cover claims brought against City under state or federal workers compensation laws. This indemnity provision excludes liability arising out of the sole negligence of the City and its employees.

The Contractor shall assume all responsibility for the work and shall bear all losses and damages directly or indirectly resulting to the Contractor, to the City, to the Engineer, and to their officers, agents, and employees on account of (a) the character or performance of the work, (b) unforeseen difficulties, (c) accidents, or (d) any other cause whatsoever. The Contractor shall assume this responsibility even if (a) fault is the basis of the claim, and (b) any act, omission or conduct of the City connected with the Contract is a condition or contributory cause of the claim, loss, damage or injury.

Contractor waives any and all statutory or common law rights of defense and indemnification by the City.

Contractor shall also defend and indemnify City from all loss or damage that may result from Contractor's wrongful or unauthorized use of any patented article or process.

If any aspect of the above indemnities shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall be stricken to the extent illegal or invalid, with the remaining terms continuing to be valid, and such shall not affect the validity of the remainder of this indemnification.

Any specific duty or liability imposed or assumed by the Contractor as may be otherwise set forth in the Contract documents shall not be construed as a limitation or restriction of the general liability or duty imposed upon the Contractor by this section.

In the event any such action or claim is brought against the City, the Contractor shall, if the City so elects and upon tender by the City, defend the same at the Contractor's sole cost and expense, promptly satisfy any judgment adverse to the City or to the City and the Contractor jointly, and reimburse the City for any loss, cost, damage, or expense, including attorney fees, suffered or incurred by the City.

## **22. Insurance**

The Contractor shall provide and maintain during the life of this Contract the insurance coverage as described in Exhibit B. All costs for such insurance shall be borne by the Contractor and shall be included in the Contract Price. In case of the breach of any provision of this section, the City may elect to take out and maintain at the expense of the Contractor such insurance as the City may deem proper. The City may deduct the cost of such insurance from any monies that may be due or become due the Contractor under this Contract. Failure to maintain insurance as provided is a material breach and cause for default termination of the Contract. Contractor shall furnish City certificates of insurance acceptable to City prior to execution by the City and before Contractor or any subcontractor commences work under this Contract. The certificate shall show the name of the insurance carrier, coverage, type, amount (or limits), policy numbers, effective and expiration dates and a description of operations covered. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City's acceptance. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance. Approval of the insurance shall not relieve or decrease the liability of the Contractor hereunder.

## **23. Bonds / Notice of Bond Claims**

At the time of execution of the Contract, the Contractor shall furnish Performance and Payment Bonds written by a corporate surety or other financial assurance in an amount equal to the amount of the Contract Price based upon the estimate of quantities or lump sum as set forth in the Contract. The bonds shall be continuous in effect and shall remain in full force and effect until compliance with and fulfillment of all terms and provisions of the Contract, including the warranty obligation of Section 24, all applicable laws and the prompt payment of all persons supplying labor and/or material for prosecution of the work. The bonds or other financial assurance is subject to approval by the City.

## **24. Two-Year Warranty**

- a. In addition to and not in lieu of any other warranties required under the Contract, Contractor shall make all necessary repairs and replacements to remedy, in a manner satisfactory to the City and at no cost to the City, any and all defects, breaks or failures of the Work occurring within two years following the date of final completion due to faulty or inadequate materials or workmanship. Contractor shall also repair any damage or disturbances to other improvements under, within, or adjacent to the Work, whether or not caused by settling, washing, or slipping, when such damage or disturbance is caused, in whole or in part, from activities of the Contractor in performing its duties and obligations under this Contract when such defects or damage occur within the warranty period. The two-year warranty period shall, with relation to such required repair, be extended two years from the date of completion of such repair.
- b. If Contractor, after written notice, fails within ten days to proceed to comply with the terms of this section, City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. If Contractor, after two attempts, fails to make all necessary repairs and replacements to remedy, in a manner satisfactory to the City, any identified defect, break or failure of the Work, Contractor will be deemed to be in breach of warranty and City may have the defects corrected, and the Contractor and Contractor's surety shall be liable for all expense incurred. In case of an emergency where, in the opinion of the City, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of the City to act in case of an emergency shall not relieve Contractor or Surety from liability and payment of all such costs.

**25. Nondiscrimination in Labor**

Contractor shall comply with provisions of City's Equal Opportunity Policy and comply with ORS Chapter 659 and ORS Chapter 659A relating to unlawful employment practices and discrimination by employers against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, marital status or age if the individual is 18 years of age or older, or because of the race, color, religion, sex, sexual orientation, national origin, marital status or age of any other person with whom the individual associates, or because of an individual's juvenile record that has been expunged pursuant to ORS 419A.260 and 419A.262 or to refuse to hire or employ or to bar or discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

**26. Environmental Regulations**

- a. Pursuant to ORS 279C.525(1), the following is a list of federal, state and local agencies which have enacted ordinances or regulations dealing with the prevention of environmental pollution and the preservation of natural resources that may affect the performance of the Contract.

**Federal Agencies:**

- Agriculture, Department of Forest Service, Soil Conservation Service
- Defense, Department of Army Corps of Engineers Energy, Department of
- Federal Energy Regulatory Commission Environmental Protection Agency
- Health and Human Services, Department of
- Housing and Urban Development, Department of
- Solar Energy and Energy Conservation Bank
- Interior, Department of
- Bureau of Land Management, Bureau of Indian Affairs , Bureau of Mines , Bureau of Reclamation
- Geological Survey, Minerals Management Service
- U.S. Fish and Wildlife Service
- Labor, Department of Mine Safety and Health Administration Occupational Safety and Health Administration
- Transportation, Department of Coast Guard
- Federal Highway Administration
- Water Resources Council

**State Agencies:**

- Administrative Services, Department of
- Agriculture, Department of Columbia River Gorge
- Commission Consumer & Business Services, Department of
- Oregon Occupational Safety & Health Division
- Energy, Department of Environmental Quality, Department of Fish and Wildlife, Department of
- Forestry, Department of
- Geology and Mineral Industries, Department of
- Human Resources, Department of
- Land Conservation and Development Commission
- Parks and Recreation, Department of
- Soil and Water Conservation Commission
- State Engineer
- State Land Board (Lands, Division of State)
- Water Resources Department

**Local Agencies:**

- City of St. Helens City Council
- City Councils
  - County Courts
  - County Commissioners of Columbia County
  - Port Districts
  - County Service Districts
  - Sanitary Districts
  - Water Districts
  - Fire Protection Districts
  - Historical Preservation Commissions
  - Planning Commissions

If the Contractor awarded the project is delayed or must undertake additional Work by reason of the enactment of new statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources or the amendment of existing statutes, ordinances, rules or regulations relating to the prevention of environmental pollution and the preservation of natural resources occurring after the submission of the successful bid, the City may:

- i. Terminate the contract;
  - ii. Complete the work itself;
  - iii. Use non-city forces already under contract with the City;
  - iv. Require that the underlying property owner be responsible for cleanup;
  - v. Solicit bids for a new contractor to provide the necessary services; or
  - vi. Issue the Contractor a change order setting forth the additional work that must be undertaken.
- b. The solicitation documents make specific reference to known conditions at the construction site that may require the Contractor to comply with the ordinances, rules or regulations identified above. If Contractor encounters a condition not referred to in the solicitation documents, not caused by the Contractor and not discoverable by a reasonable pre-bid visual site inspection, and the condition requires compliance with the ordinances, rules or regulations enacted by the governmental entities identified above, Contractor shall immediately give written notice of the condition to the City. Except in the case of an emergency and except as may otherwise be required by any environmental or natural resource ordinance, rule or regulation, the Contractor shall not commence work nor incur any additional job site costs in regard to the condition encountered and described in this section without written direction from City. Upon request by the City, the Contractor shall estimate the emergency or regulatory compliance costs as well as the anticipated delay and costs resulting from the encountered condition. This cost estimate shall be promptly delivered to the City for resolution. Within a reasonable period of time following delivery of an estimate of this section, the City may:
- i. Terminate the contract;
  - ii. Complete the work itself;
  - iii. Use non-city forces already under contract with the City;
  - iv. Require that the underlying property owner be responsible for cleanup;
  - v. Solicit bids for a new contractor to provide the necessary services; or
  - vi. Issue the Contractor a change order setting forth the additional work that must be undertaken.
- c. If the City chooses to terminate the contract under this section, the termination shall be treated as a termination for convenience with Contractor's remedies so limited. If the contracting agency causes work to be done by another contractor, Contractor may not be held liable for actions or omissions of the other contractor. If a change order is issued, the change order shall include an appropriate extension of Contract Time and compensate the Contractor for additional costs reasonably incurred as a result of complying with the applicable statutes, ordinances, rules or regulations. The City shall have access to the Contractor's bid documents when making the contracting agency's determination of any additional compensation due to the Contractor.

Notwithstanding the above, the City has allocated all or a portion of the known environmental and natural resource risks to a Contractor by listing such environmental and natural resource risks with specificity in the solicitation documents.

## 27. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision. City shall not be precluded or estopped by any measurement, estimate or certificate made either before or after completion and acceptance of work or payment therefore, from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate or certificate is untrue or incorrectly made, or that Work or materials do not conform in fact to the Contract Documents. City shall not be precluded or estopped, notwithstanding any such measurement, estimate or certificate, or payment in accordance therewith, from recovering from the Contractor and their Sureties such damages as it may sustain by reason of their failure to comply with terms of the Contract, or from enforcing compliance with the Contract. Neither acceptance by City, or by any representative or agent of the City, of the whole or any part of the work, nor any extension of time, nor any possession taken by City, nor any payment for all or any part of the project, shall operate as a

waiver of any portion of the Contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other breach. All waivers by City must be in writing and signed by City.

**28. Errors**

The Contractor shall perform such additional work as may be necessary to correct its errors in the Work without undue delays and without additional cost.

**29. Governing Law**

The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of St. Helens, Oregon. Any action or suits involving any question arising under this Contract must be brought in the appropriate court in Columbia County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon (Portland).

**30. Severability**

If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.

**31. Attorney's Fees**

If a suit or action is filed to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party, in addition to costs and disbursements provided by statute, its reasonable attorney's fees and expert expenses.

**32. Business License**

The Contractor shall obtain a City of St. Helens business license as required by City Ordinance prior to beginning work under this Contract. The Contractor shall provide a business license number in the space provided on page one herein.

**33. Notices/Bills/Payments**

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

City: City Administrator  
City of St. Helens  
265 Strand Street  
St. Helens, OR 97051  
(503) 397-6272

Contractor: MOORE EXCAVATION, INC.  
PO BOX 789  
FAIRVIEW, OR 97024  
\_\_\_\_\_  
\_\_\_\_\_

And when so addressed, shall be deemed received three (3) days after deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this paragraph.

**34. Conflict of Interest**

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.



**35. Merger Clause**

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



**UNDERGROUNDING ELECTRICAL SERVICES ON THE  
S 1ST STREET - STRAND STREET ROAD & UTILITIES EXTENSION PROJECT  
PROJECT NO. M-532**

**LIST OF EXHIBITS**

<b>EXHIBIT A</b>	STATEMENT OF WORK, COMPENSATION, AND PAYMENT SCHEDULE
<b>EXHIBIT B</b>	PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS
<b>EXHIBIT C</b>	CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR
<b>EXHIBIT D</b>	BONDS (PAYMENT AND PERFORMANCE)
<b>EXHIBIT E</b>	CERTIFICATE OF SUBSTANTIAL COMPLETION
<b>EXHIBIT F</b>	CERTIFICATE OF COMPLIANCE
<b>EXHIBIT G</b>	CONTRACTOR'S RELEASE OF LIENS AND CLAIMS
<b>EXHIBIT H</b>	CERTIFICATE OF FINAL COMPLETION
<b>EXHIBIT I</b>	INSTRUCTIONS TO BIDDERS
<b>EXHIBIT J</b>	OREGON PREVAILING WAGE RATES

**EXHIBIT A**  
**STATEMENT OF WORK, COMPENSATION**  
**and**  
**PAYMENT SCHEDULE**



**See Plans and Specifications titled**  
**UNDERGROUNDING ELECTRICAL SERVICES ON THE**  
**S 1ST STREET - STRAND STREET ROAD & UTILITIES EXTENSION PROJECT**  
**PROJECT NO. M-532**

## EXHIBIT B

### PUBLIC IMPROVEMENT CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the Project Manager. During the term of the Contract, please provide Certificates of Insurance prior to each renewal. Insurance shall be without prejudice to coverage otherwise existing. During the term of this Contract, Contractor shall maintain in force at its own expense all insurance noted below:

**Workers Compensation** insurance in compliance with ORS 656.017. All employers, including Contractor and any subcontractors, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements.

The Contractor shall defend, indemnify and hold harmless, the City and the City's officers, agents, and employees against any liability that may be imposed upon them by reason of the Contractor's or subcontractor's failure to provide workers' compensation and employers liability coverage.

**Commercial General Liability** insurance on an occurrence basis, with a combined single limit of not less than  \$1,000,000 or  \$3,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards. Aggregate limits shall apply on a per-project basis.

Required by City     Not required by City  
(Mayor signature required)

By: P.M. \_\_\_\_\_

Mayor \_\_\_\_\_

**Commercial Automobile Liability** insurance with a combined single limit, or the equivalent of not less than  \$1,000,000 or  \$3,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Required by City     Not required by City  
(Mayor signature required)

By: P.M. \_\_\_\_\_

Mayor \_\_\_\_\_

Builders Risk (*Check here if required*) insurance during construction to the extent of 100 percent of the value of the Work for the benefit of the parties to the Contract as their interest may appear. Coverage shall also include: (1) formwork in place; (2) form lumber on site; (3) temporary structures; (4) equipment; and (5) supplies related to the work while at the site.

**Notice of Cancellation or Change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

**Additional Insured.** For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this Contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

**Certificates of Insurance.** Contractor shall furnish insurance certificates acceptable to City prior to commencing Work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD)  
7/8/2024

Item #14.

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

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

<b>PRODUCER</b> HUB International Northwest, LLC PO Box 10167 Eugene OR 97440	<b>CONTACT NAME:</b> Marcy Baker <b>PHONE (A/C, No, Ext):</b> 541-687-1117 <b>FAX (A/C, No):</b> 541-342-8280 <b>E-MAIL ADDRESS:</b> marcy.baker@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Cincinnati Insurance Company	<b>NAIC #</b> 10677
<b>INSURED</b> Moore Excavation Inc. PO Box 789 Fairview OR 97024	<b>INSURER B :</b> SAIF Corporation      36196	
	<b>INSURER C :</b> Tokio Marine Specialty Insurance Company      23850	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 1371206753      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPP 0636440	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	EPP 0636440	11/30/2023	11/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	EPP 0636440	11/30/2023	11/30/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	811138	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A A C	Inland Marine Leased and Rented Equipment Pollution/ Professional			EPP 0636440 EPP 0636440 PPK2490747	11/30/2023 11/30/2023 11/30/2023	11/30/2024 11/30/2024 11/30/2024	Limit: 23,207,847 Limit: 750,000 Limit: 5,000,000 Ded: 5,000 Ded: 5,000 Ded: 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate holder and all entities required by written contract are included as additional insureds on a primary and non-contributory basis with waiver of subrogation with respects to the general liability and auto liability as required by written contract per attached endorsements. Subject to policy limits, terms, conditions and exclusions. Umbrella does follow form and Extend over GL/Auto/WC and does include Severability of Interest.

Pollution Liability & Professional Liability - \$5,000,000 per Occurrence/\$5,000,000 Aggregate

See Attached...

<b>CERTIFICATE HOLDER</b>  City of St. Helens 265 Stand Street St. Helens OR 97051	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  

AGENCY CUSTOMER ID: MOOREXCVTN

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Northwest, LLC		NAMED INSURED Moore Excavation Inc. PO Box 789 Fairview OR 97024	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

RE: MEI Job# 4696-4, City of St. Helens Project No. M-532 Undergrounding Electrical Services on the S. 1st Street - Strand Street Road and Utilities Extension Project

Certificate Holder Includes: the City, and its agents, officers, and employees are Additional Insureds

**Carrier no:** 20001

**Endorsement no:** WC000313  
(Ed. 430B)

**SAIF policy:** 811138 Moore Excavation Inc

### Waiver of Our Right to Recover from Others Endorsement

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

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

#### Schedule

Description: ALL OPERATIONS

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

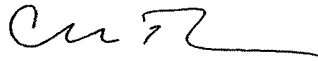
This endorsement does not alter the rights of an injured worker to pursue recovery from another party or SAIF to receive a statutory share of recoveries by an injured worker, even from the party listed in the schedule.

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

**Effective date:** October 01, 2023

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

Countersigned September 20, 2023 at Salem, Oregon



WC000313  
(Ed. 430B)

Chip Terhune  
President and Chief Executive Officer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS  
AND AUTOMATIC WAIVER OF SUBROGATION  
WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT,  
PERMIT OR AUTHORIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You**

**1. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

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

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

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and in-

cluded in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or



- b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. 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.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

**B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations**

1. **Section II - Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

- C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.:**

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

- D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance:**

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

1. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

- E. **Section IV - Commercial General Liability Conditions** is amended to add the following:

**Automatic Additional Insured Provision**

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and
  2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**
- F.** Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**When Other Additional Insured Coverage Applies On An Excess Basis**

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions, Other Insurance, b. Excess Insurance;** or
  2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.
- G.** The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

**Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization de-

scribed in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

**Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization**

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

- H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

**Waiver of Subrogation**

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

#### SECTION I - COVERAGES

##### COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

###### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY; or medical expenses under SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

##### SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph 1.d. below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.

c. "Bodily injury" or "property damage" which:

- (1) Occurs during the "coverage term"; and
  - (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have occurred;
- includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
- (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a

condition from which "bodily injury" or "property damage" is substantially certain to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

#### 2. Exclusions

This insurance does not apply to:

##### a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

##### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

##### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

##### d. Workers' Compensation and Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

##### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

##### f. Pollutant

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

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, Paragraph (a) does not apply to:

- 1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

- a) The injury is caused by the inadequate ventilation of vapors;
- b) The person injured is first exposed to such vapors during the policy period; and
- c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph c) does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception 1) shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph 1) only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or

airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

- 2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or your work performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
  - 1) Any insured; or
  - 2) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractor's or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph (d) does not apply to:
  - 1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

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cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of, mobile equipment or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged or dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged or dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

- 2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor, or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractor's or subcontractors working directly or indirectly on any insured's behalf are performing operations if the op-

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erations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

- (2) Any loss, cost or expense arising out of any:
    - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
    - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".
- However, Paragraphs (2)(a) and (b) do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or suit by or on behalf of a governmental authority.

**g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and loading or unloading.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of officers by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 51 feet long; and

q. Employment-Related Practices

"Bodily injury" to:

- (1) A person arising out of any:
- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defilement, harassment, humiliation or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit".

i. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product or your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall of Products, Work or Impaired Property

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product"; or
  - (2) "Your work"; or
  - (3) "Impaired property";
- if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal and Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmittal in any manner.

governmental authority in hindering or defending against any of these.

i. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of an insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in SECTION III - LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

- (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these.

i. Damage to Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of an insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in SECTION III - LIMITS OF INSURANCE.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.



"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**COVERAGE C. MEDICAL PAYMENTS**

**1. Insuring Agreement**

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
  - (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions**

We will not pay expenses for "bodily injury":

was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executives, officers, "employees" assigned to manage that additional insured's insurance program or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit".

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that the "personal and advertising injury" offense had been committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

**t. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Wadlike action by a military force, including action in hindering or deterring against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or deterring against any of these.

**s. Distribution of Material in Violation of Statutes**

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or discrimination directed at that person; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**n. Pollutant**

"personal and advertising injury", arising out of the actual, alleged or threatened discharge, disposal, seepage, migration, release, escape or emission of "pollutants" at any time.

**o. Pollutant-Related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**p. Asbestos**

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

**q. Additional Insured Prior Knowledge**

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit" if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds in Media and Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web-sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 17. a., b. and c. of "personal and advertising injury" under SECTION V -DEFINITIONS.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board any insured hosts, owns, or over which any insured exercises control.

**l. Unauthorized Use of Another's Name or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Employment Related Practices**

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamatory information, harassment, humiliation

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- a. **Any Insured**  
To any insured, except "volunteer workers".
- b. **Hired Person**  
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury on Normally Occupied Premises**  
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation and Similar Laws**  
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletic Activities**  
To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.
- f. **Products-Completed Operations Hazard**  
Included within the "products-completed operations hazard".
- g. **Coverage A Exclusions**  
Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

**SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**

- 1. All expenses we incur.
- 2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- 4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

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- (1) "Bodily injury" or "personal and advertising injury":  
(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

**(2) "Property damage" to property:**

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by, you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.

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- d. Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Insurance under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
  - b. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
  - c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
- 2. a. The General Aggregate Limit is the most we will pay for the sum of:
  - (1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;
  - (2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - (3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate



under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

**4. Liberalization**

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
  - b. The date this Coverage Part became effective; and
- will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

**5. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

- a. **Primary Insurance**  
This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.
- b. **Excess Insurance**  
This insurance is excess over:
  - (1) Any of the other insurance, whether primary, excess, contingent or on any other basis;
  - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";
  - (b) That is Fire or Explosion Insurance for premises rented to you or temporarily occupied by you with permission of the owner;
  - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

a. "personal and advertising injury" of- fense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable

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your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to 2.a. above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and
- b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**, because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

**SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

**1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

**2. Duties in the Event of Occurrence, Offense, Claim or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or

gate Limit of Insurance, Paragraph 2.b., or the Construction Project General Aggregate Limit of Insurance, Paragraph 2.c. applies.

b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

- (1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- (2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

- (1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- (2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

d. Only for the purpose of determining which General Aggregate Limit of Insurance, 2.a., 2.b., or 2.c., applies:

- (1) Location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railway.
- (2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

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shown in the Declarations of this Coverage Part.

- c. **Method of Sharing**  
If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.  
If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- 6. **Premium Audit**
  - a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
  - b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
    - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
    - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
  - c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

- 7. **Representations**  
By accepting this Coverage Part, you agree:
  - a. The statements in the Declarations are accurate and complete;
  - b. Those statements are based upon representations you made to us; and
  - c. We have issued this Coverage Part in reliance upon your representations.

- 8. **Separation of Insureds**  
Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:
  - (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all that other insurance.
 We will share the remaining loss, if any, with any other insurance that is not described in this Excess insurance provision and was not bought, specifically to apply in excess of the Limits of Insurance

a. As if each Named Insured were the only Named Insured; and

b. Separately to each Insured against whom claim is made or "suit" is brought.

9. **Transfer of Rights of Recovery Against Others to Us**  
If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to bring "suit" or transfer those rights to us and help us enforce them.

10. **Two or More Coverage Forms or Policies Issued by Us**  
If this Coverage Part and any other Coverage Form, Coverage Part or policy issued by us or any company affiliated with us apply to the same "occurrence" or "personal and advertising injury" offense, the aggregate maximum limit of insurance under all the Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

11. **When We Do Not Renew**  
If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.  
If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V - DEFINITIONS**

- 1. "Advertisement" means a notice that is broadcast, telecast or published in the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For purposes of this definition:
  - a. Notices that are published include material placed on the internet or on similar electronic means of communication; and
  - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".
- 2. "Authorized representative" means:
  - a. If you are designated in the Declarations as:

- (1) An individual, you and your spouse are "authorized representatives".
- (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives".
- (3) A limited liability company, your members and your managers are "authorized representatives".
- (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers" and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".
- (5) A trust, your trustees are "authorized representatives".

- b. Your "employees":
  - (1) Assigned to manage your insurance program; or
  - (2) Responsible for giving or receiving notice of an "occurrence", "personal and advertising injury" offense, claim or "suit".
 are also "authorized representatives".

- 3. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 4. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 5. "Coverage term" means the following individual increments of time, which comprise the policy period of this Coverage Part:
  - a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at

12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1) The day the policy period shown in the Declarations ends; or
  - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or

c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in a. above;
- (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement to which we agree.

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

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

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road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing.

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;

(6) That indemnifies a web-site designer or content provider, or internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute "Internet" services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search

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engines; marketing analysis; and providing access to the Internet or other similar networks; or

(7) Under which the insured, if a web-site designer or content provider, or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device other than a hand truck that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to

permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

- (2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

- 17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

- f. The use of another's advertising idea in your "advertisement"; or

- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which faint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

- (a) When all of the work called for in your contract has been completed; or
- (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
- (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or

her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the employee sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

- a. Means:
  - (1) Work or operations performed by you or on your behalf; and
  - (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**  
**CONTRACTORS' COMMERCIAL GENERAL LIABILITY**  
**BROADENED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

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**B. Limits Of Insurance:**

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

**1. Employee Benefit Liability Coverage**

Each Employee Limit \$1,000,000  
 Aggregate Limit \$3,000,000  
 Deductible Amount \$ 1,000

**3. Damage To Premises Rented To You**

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ \_\_\_\_\_

**4. Supplementary Payments**

- a. Bail Bonds: \$2,500

- b. Loss Of Earnings: \$ 500
- 5. Medical Payments**  
Medical Expense Limit: \$ 10,000
- 9. Property Damage To Borrowed Equipment**  
Each Occurrence Limit: \$10,000  
Deductible Amount \$ 250
- 16. Voluntary Property Damage Coverage (Coverage a.) And Care, Custody Or Control Liability Coverage (Coverage b.)**  
Limits Of Insurance  
Coverage a. \$1,000 Each Occurrence  
\$5,000 Aggregate  
Coverage b. \$5,000 Each Occurrence unless otherwise stated \$ \_\_\_\_\_

**Deductible Amount (Each Occurrence)**  
 Coverage a. \$250  
 Coverage b. \$250 unless otherwise stated \$ \_\_\_\_\_

COVERAGE	PREMIUM BASIS					RATE (For Limits in Excess of \$5,000)	ADVANCE PREMIUM (For Limits in Excess of \$5,000)
	(a) Area	(b) Payroll	(c) Gross Sales	(d) Units	(e) Other		
b. Care, Custody Or Control						\$	\$
<b>TOTAL ANNUAL PREMIUM</b>							\$

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to Section I - Coverages:

Employee Benefit Liability Coverage

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But

1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments

(b) This insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and

- 1) Occurs during the policy period; or
2) Occurred prior to the "first effective date" of

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this endorsement provided.

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission, and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to.

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure or performance of contract by any insurer.

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(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance/Advice Given With Respect To Participation

Any claim based upon:

- 1) Failure of any investment to perform;
2) Errors in providing information on past performance of investment vehicles; or
3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any.

- (1) Refusal to employ;
(2) Termination of employment;
(3) Coercion, demotion, evaluation, reassignment, discipline, demotion, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or
(4) Consequential liability as a result of (1), (2) or (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A And B also apply to this Coverage.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, Section II - Who Is An Insured is replaced by the following:

(1) If you are designated in the Declarations as:

- (a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
(b) A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers," and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

- (a) Each of your "employees" who is or was authorized to administer your "employee benefit program".
- (b) Any persons, organizations or "employees" having temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed, or
- (c) Your legal representative, if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organi-

zation. However, coverage under this provision.

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

**c. Limits Of Insurance**

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in **Section B, Limits Of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought;
- (c) Persons or organizations making claims or bringing "suits";
- (d) Acts, errors or omissions; or
- (e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in **Section B, Limits Of Insurance, 1. Employee Benefit Liability Coverage** or this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in (2) above, the Each Employee Limit shown in **Section B, Limits Of Insurance, 1. Employee Benefit Liability Coverage** is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

- (a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount, of time that lapses between such acts, errors or omissions; negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

**(4) Deductible Amount**

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount stated in the Declarations as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount stated in the Declarations applies to all damages sustained by any one "employee", including such "employees", dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

- 1) Our right and duty to defend the insured against any "suits" seeking those damages; and
- 2) Your duties, and the duties of any other involved, insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon no-

ification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

**d. Additional Conditions**

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

(1) **Item 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** is replaced by the following:

**2. Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived in connection with the claim or "suit".

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit", and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item 5. Other Insurance is replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method Of Sharing

If all of the other insurance permits contribu-

tion by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, Section V - Definitions is amended as follows:

(1) The following definitions are added

1. "Administration" means:

a. Providing information to their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in

any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

8. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.



2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following.

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

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

Exclusions c. through q. do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section III - Limits Of Insurance.

b. The insurance provided under Section I - Coverage A - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

(1) As respects Water Damage Legal Liability, as provided in Paragraph 3.b. above.

The exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, other than i. War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage".
(i) Assumed in any contract or agreement, or
(ii) Caused by or resulting from any of the following:
1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself.

3) Smog.

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force.

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

"Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through.

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not, or

3) Doors, windows or other openings.

"Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

"Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of Section III - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by

you with permission of the owner.

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section B. Limits Of Insurance. 3. Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under Section I - Supplementary Payments - Coverages A And B:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in Section B. Limits Of Insurance, 4.a. Ball Bonds of this endorsement for cost of ball bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section B. Limits Of Insurance, 4.b. Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in Section B. Limits Of Insurance, 5. Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

a. Insurance 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.

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or 'your work' done under a written contract or agreement with that person or organization and included in the 'products-completed operations hazard'. However, our rights may only be waived prior to the 'occurrence' giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring 'suit' or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to Section II - Who Is An Insured:

(1) Any person(s) or organization(s) described in Paragraph 8.a.(2) of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement and insurance coverage provided to such additional insureds is limited as provided herein.

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or

vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

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

7) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- a) The exclusions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
- b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertake to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part

use of that part of the premises leased to you, subject to the following additional exclusions

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor Of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the

or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- a) The exclusions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
- b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertake to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

- 1) From whom you have acquired such products, or any ingredient, part

tion I - Coverage A - Bodily Injury And Property Damage Liability. Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B, Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B, Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

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

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in Section B, Limits Of Insurance, 9. Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

in Paragraph 8.a.(1) of this endorsement, or

(2) Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition 5, Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
(2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

- a. The following is added to Exclusion 2.J, Damage To Property under Section

(e) Mortgagee, Assignee Or Receiver

Any person or organization with whom you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

(3) The insurance afforded to additional insureds described in Paragraph 8.a.(1) of this endorsement:

- (a) Only applies to the extent permitted by law, and
(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of endorsement added to this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph 8.a.(1) of this endorsement, the following is added to Section III - Limits Of Insurance:

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

- (1) Required by the written contract, written agreement, written permit or written authorization described

or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph 8.a.(1) of this endorsement to provide insurance, subject to the following additional provision:

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

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellular entrances, coal holes, driveways, manholes, marquees, hoist-way openings, sidewalk vaults, street banners or decorations and similar exposures; or
(ii) The construction, erection or removal of elevators; or
(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services**

Paragraph 2.a.(1)(d) under Section II - Who Is An Insured does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

**11. Broadened Notice Of Occurrence**

Paragraph a. of Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

**12. Nonowned Aircraft**

The following is added to Exclusion 2.g. Aircraft, Auto Or Watercraft under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew, and
- c. The aircraft does not transport persons or cargo for a charge.

**13. Bodily Injury Redefined**

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

- 4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

**14. Expected Or Intended Injury Redefined**

The last sentence of Exclusion 2.a. Expected Or Intended Injury under Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**15. Former Employees As Insureds**

The following is added to Paragraph 2. under Section II - Who Is An Insured:

- 2. Each of the following is also an insured:
  - Any of your former "employees", directors, managers, members, partners or "executive officers" including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

**16. Voluntary Property Damage Coverage**  
a. Coverage D - Voluntary Property Damage Coverage

Section I - Coverages is amended to include the following:

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

- 1) Damage is caused by you, or
- 2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

- 1) The "property damage" takes place in the "coverage territory"; and
- 2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, except for j. Damage To Property, paragraphs (3), (4), (5) and (6), k. Damage To Your Product, and l. Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under Section V - Definitions are replaced by the following:

16. "Occurrence" means an incident, including continuous or repeated exposure to, or substantially the same general harmful conditions that result in "property damage".

20. "Property damage" means physical injury to tangible property. "Electronic data" is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section I - Coverage A - Bodily Injury And Property Damage Liability, 2. Exclusions, j. Damage To Property, Subparagraphs (3), (4) and (5) do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph (2) supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated for the applicable coverage in the Schedule. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section IV - Commercial General Liability Conditions, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50 Of Railroad Property

Section V - Definitions, 12, "Insured contract" is amended as follows:

- a. Paragraph c. is replaced by the following.
- c. Any easement or license agreement.
- b. Paragraph f.(1) is deleted in its entirety.

18. Alienated Premises

Exclusion 2j. Damage to Property, Paragraph (2) under Section I - Coverage A - Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

age shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, Section III - Limits Of Insurance is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in Section B, Limits Of Insurance, 16. Voluntary Property Damage Coverage And Care, Custody Or Control Liability Coverage, in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of

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

(2) (a) Subject to (3) below, the Voluntary Property Damage Coverage, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage:

(b) The Care, Custody Or Control Liability Coverage, Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage.

because of all "property damage" arising out of any one "occurrence".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CinciPlus®  
BUSINESS AUTO XC+®  
(EXPANDED COVERAGE PLUS)  
ENDORSEMENT**

This endorsement modifies insurance provided by the following:

**BUSINESS AUTO COVERAGE FORM**

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

**A. Blanket Waiver of Subrogation**

**SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us** is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

**B. Noncontributory Insurance**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

**C. Additional Insured by Contract**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

- 1. Executed prior to the accident causing "bodily injury" or "property damage"; and
- 2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

**D. Employee Hired Auto**

**Changes in Liability Coverage**

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured:**

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

**2. Changes in General Conditions**

**SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance** is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**E. Audio, Visual and Data Electronic Equipment**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of the "accident";
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$2,500.

Provided the equipment, at the time of the "loss" is:

- a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
- b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above; or
- c. An integral part of such equipment.

**F. Who is an Insured - Amended**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured** is amended by adding the following:

The following are "insureds":

- 1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

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

- 2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- 3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

**G. Liability Coverage Extensions - Supplementary Payments - Higher Limits**

**SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments** is amended by:

- 1. Replacing the \$2,000 Limit of Insurance for bail bonds with \$4,000 in (2); and
- 2. Replacing the \$250 Limit of Insurance for reasonable expenses with \$500 in (4).

**H. Amended Fellow Employee Exclusion**

**SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee** is modified as follows:

Exclusion 5. Fellow Employee is deleted.

**I. Hired Auto - Physical Damage**

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

- 1. The most we will pay for "loss" to any hired "auto" is \$50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.
- 2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or \$1,000, whichever is less.
- 3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

**J. Rental Reimbursement**

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
- b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or
- b. \$50 per day.

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

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A, Coverage, 4, Coverage Extensions.**

**K. Transportation Expense - Higher Limits**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A, Coverage, 4, Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a, Transportation Expenses.**

**L. Airbag Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, B, Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

**M. Loan or Lease Gap Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C, Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
  - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
    - (a) Overdue lease or loan payments;
    - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
    - (c) Security deposits not refunded 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
  - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage:**

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D, Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A, Loss Conditions, 2, Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation; or
- 4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**  
**SECTION IV - BUSINESS AUTO CONDITIONS, B, General Conditions, 2, Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C, "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

- 1. **SECTION V - DEFINITIONS, H, "Insured contract"**, 1.c, is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
- 2. **SECTION V - DEFINITIONS, H, "Insured contract"**, 2.a, is deleted.

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage:**

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

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No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

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**SECTION IV - BUSINESS AUTO CONDITIONS, A, Loss Conditions, 2, Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation; or
- 4. A member or manager, if you are a limited liability company.

**K. Transportation Expense - Higher Limits**

**SECTION III - PHYSICAL DAMAGE COVERAGE, A, Coverage, 4, Coverage Extensions** is amended by replacing \$20 per day with \$50 per day, and \$600 maximum with \$1,500 maximum in **Extension a, Transportation Expenses.**

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**SECTION III - PHYSICAL DAMAGE COVERAGE, B, Exclusions, 3.a.** is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

**M. Loan or Lease Gap Coverage**

**SECTION III - PHYSICAL DAMAGE COVERAGE, C, Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

- a. The most we will pay for "loss" in any one "accident" is the greater of:
  - (1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:
    - (a) Overdue lease or loan payments;
    - (b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;
    - (c) Security deposits not refunded 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
  - (2) Actual cash value of the stolen or damaged property.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is \$3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the \$50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

**J. Rental Reimbursement**

**SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
- b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

- a. Necessary and actual expenses incurred; or
- b. \$50 per day.

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

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A, Coverage, 4, Coverage Extensions.**

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**P. Unintentional Failure to Disclose Hazards**  
**SECTION IV - BUSINESS AUTO CONDITIONS, B, General Conditions, 2, Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

**Q. Mental Anguish Resulting from Bodily Injury**

**SECTION V - DEFINITIONS, C, "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

**R. Coverage for Certain Operations in Connection with Railroads**

With respect to the use of a covered "auto" in operations for or affecting a railroad:

- 1. **SECTION V - DEFINITIONS, H, "Insured contract"**, 1.c, is deleted in its entirety and replaced by the following:
  - c. An easement or license agreement;
- 2. **SECTION V - DEFINITIONS, H, "Insured contract"**, 2.a, is deleted.

2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage:**

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

**N. Glass Repair - Waiver of Deductible**

**SECTION III - PHYSICAL DAMAGE COVERAGE, D, Deductible** is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

**O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended**

**SECTION IV - BUSINESS AUTO CONDITIONS, A, Loss Conditions, 2, Duties in the Event of Accident, Claim, Suit or Loss, a.** is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;
- 3. An executive officer or insurance manager, if you are a corporation; or
- 4. A member or manager, if you are a limited liability company.

**P. Unintentional Failure to Disclose Hazards**  
**SECTION IV - BUSINESS AUTO CONDITIONS, B, General Conditions, 2, Concealment, Misrepresentation or Fraud** is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

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**SECTION V - DEFINITIONS, C, "Bodily injury"** is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

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With respect to the use of a covered "auto" in operations for or affecting a railroad:

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  - c. An easement or license agreement;
- 2. **SECTION V - DEFINITIONS, H, "Insured contract"**, 2.a, is deleted.

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### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

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### COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM

Various provisions in this Coverage Part restrict this insurance. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Coverage Part. The words "we," "us," and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under SECTION II - WHO IS AN INSURED.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

#### SECTION I - COVERAGE

##### A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:

- a. Which is in excess of the "underlying insurance", or
- b. Which is either excluded or not insured by "underlying insurance".

2. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:

- a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or
- c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and
- d. Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, or a "personal and advertising injury" offense is committed, you did not know, per Paragraph 5, below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, or

that the "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part.

3. "Bodily injury" or "property damage" which:

- a. Occurs during the "coverage term"; and
- b. Was not, prior to the "coverage term", known by you, per Paragraph 5, below, to have occurred;

includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.

4. "Personal and advertising injury" caused by an offense which:

- a. Was committed during the "coverage term"; and
- b. Was not, prior to the "coverage term", known by you, per Paragraph 5, below, to have been committed;

includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term" in which it first became known by you.

5. You will be deemed to know that "bodily injury" or "property damage" has occurred, or that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

- a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;
- b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage";
- c. First observes, or reasonably should have first observed, the "bodily injury" or "property damage", or the offense that caused the "personal and advertising injury";
- d. Becomes aware, or reasonably should have become aware, by any means, other than as described in c. above, that "bodily injury" or "property

damage" had occurred or had begun to occur, or that the "personal and advertising injury" offense had been committed or had begun to be committed; or

e. Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury", "personal and advertising injury" or "property damage" is substantially certain to occur.

6. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE.

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under SECTION I - COVERAGE, C. Defense and Supplementary Payments.

##### B. Exclusions

This insurance does not apply to:

1. **Asbestos**  
Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.
2. **Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights**  
"Personal and advertising injury":
  - a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
  - b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
  - c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
  - d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
3. **Contractual Liability**  
Any liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage";

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate.

- a. That the insured would have, in the absence of the contract or agreement; or
- b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

#### 4. Damage to Impaired Property or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

#### 5. Damage to Property

"Property damage" to property owned by any insured, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property.

#### 6. Damage to Your Product

"Property damage" to "your product" arising out of it or any part of it.

#### 7. Damage to Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

#### 8. Distribution of Material In Violation of Statutes

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate.

damage" had occurred or had begun to occur, or that the "personal and advertising injury" offense had been committed or had begun to be committed; or

e. Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury", "personal and advertising injury" or "property damage" is substantially certain to occur.

6. The amount we will pay for damages is limited as described in SECTION III - LIMITS OF INSURANCE.

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under SECTION I - COVERAGE, C. Defense and Supplementary Payments.

##### B. Exclusions

This insurance does not apply to:

1. **Asbestos**  
Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.
2. **Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights**  
"Personal and advertising injury":
  - a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";
  - b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
  - c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or
  - d. Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".
3. **Contractual Liability**  
Any liability for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for "bodily injury", "personal and advertising injury" or "property damage";

Any liability arising directly or indirectly out of any action or omission that violates or is alleged to violate.

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

**9. Electronic Chatrooms or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**10. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**11. Employer's Liability Limitation**

Any liability arising from any injury to:

- a. An "employee" of the insured sustained in the "workplace";
- b. An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- c. The spouse, child, parent, brother or sister of that "employee" as a consequence of a, or b, above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply when such insurance is provided by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance, or would have been provided by such listed "underlying insurance" except for the exhaustion by payment of claims of its limits of insurance, and then only for such hazards for which coverage is provided by such "underlying insurance", unless otherwise excluded by this Coverage Part.

**12. Employment-Related Practices**

Any liability arising from any injury to:

- a. A person arising out of any:
  - (1) Refusal to employ that person;
  - (2) Termination of that person's employment; or
  - (3) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- b. The spouse, child, parent, brother or sister of that person as a consequence of any injury to that person at whom any of the employment-related practices described in Paragraphs (1), (2), or (3) above is directed.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**13. Expected or Intended Injury**

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually intended or expected.

However, this exclusion does not apply to:

- a. "Bodily injury" resulting from the use of reasonable force to protect persons or property; or
- b. "Bodily injury" or "property damage" resulting from the use of reasonable force to prevent or eliminate danger in the operation of "autos" or watercraft.

**14. Falsity, Prior Publication, Criminal Act and Media and Internet Type Businesses**

"Personal and advertising injury":

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- a. Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- b. Arising out of oral or written publication of material whose first publication took place before the later of the following:
  - (1) The inception of this Coverage Part; or
  - (2) The "coverage term" in which insurance coverage is sought;
- c. Arising out of a criminal act committed by or at the direction of the insured; or
- d. Committed by an insured whose business is:
  - (1) Advertising, broadcasting, publishing or telecasting;
  - (2) Designing or determining content of web-sites for others; or
  - (3) An internet search, access, content or service provider.

However, Paragraph d. does not apply to Paragraphs 17.a., b., c., d. and i. of "personal and advertising injury" under SECTION V - DEFINITIONS.

For the purposes of Paragraph d., the placing of frames, borders or links, or advertising, for you or others anywhere on the internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**15. Infringement of Copyright, Patent, Trademark or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement in your "advertisement", of copyright, trade dress or slogan.

**16. Pollutant - Auto**

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, emission or escape of "pollutants":
  - (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, handled, or handled for movement, into, onto or from, an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;
- (b) Otherwise in the course of transit by or on behalf of the insured; or
- (c) Being stored, disposed of, treated or processed in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;

- (2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted into or onto an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion;
- (3) After the "pollutants" or any property in which the "pollutants" are contained are moved from an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion to any other fashion to the place where they are finally delivered, disposed of or abandoned by the insured.

Paragraph (1) above does not apply to "bodily injury" or "property damage" arising from fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion or its parts, if:

- (a) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

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premisses, site or location in connection with such operations by such insured, contractor or subcontractor.

However, Paragraph a.(4) of this exclusion does not apply to the following if such liability is covered by "underlying insurance" listed in the Schedule of Underlying Insurance but only to the extent insurance is provided at the "underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury" or "property damage" arising out of the escape or fumes, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.
- (b) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or your subcontractor; or
- (c) "Bodily injury" or "property damage" arising out of heat,

"underlying limit" specified in the Schedule of Underlying Insurance for the "underlying insurance" listed and subject to all its terms, limitations and conditions:

- (a) "Bodily injury", if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use by the building's occupants or their guests;
- (b) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor; and the owner or lessee of such premises, site or location has been added to your "underlying insurance" as an additional insured with respect to your ongoing operations or "your work" performed at that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (c) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (2) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (3) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible;
- (4) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations, if the "pollutants" are brought on or to the

(b) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in Paragraphs f.(2) and (3) of the definition of "mobile equipment".

However, this exception to Paragraph (1) does not apply if the fuels, lubricants, or other operating fluids, exhaust gases or other similar "pollutants" are intentionally discharged, dispersed, emitted or released.

Paragraphs (2) and (3) above do not apply to an "occurrence" that occurs away from premises owned by or rented to an insured with respect to "pollutants" not in or upon an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of an "auto" that an insured owns, hires, borrows, rents, leases, or that is operated on their behalf in any other fashion; and
- (b) The discharge, dispersal, seepage, migration, release, emission or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Any liability caused by "pollutants" and arising from the operation, maintenance, use, loading or unloading of an "auto", for which insurance coverage is excluded by "underlying insurance".

smoke or fumes from a "hostile fire"; or

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

b. "Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release, escape or emission of "pollutants" at any time.

c. Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this Paragraph c. does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

d. Any liability caused by "pollutants"; for which insurance coverage is excluded by "underlying insurance".

**18. Property**

Any liability or damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";

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(4) An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors, but only with respect to their liability as stockholders. Each of the following is also a Named Insured:

- (a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":
  - 1) Existing at the inception of this Coverage Part; or
  - 2) Formed or acquired on or after the inception of this Coverage Part.
- (b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof.
  - 1) At the inception of this Coverage Part; or
  - 2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

- (1) Any "employee" of yours while acting within the scope of their duties as such.
  - (2) Any person or organization while acting as your real estate manager.
  - (3) Any person or organization having proper temporary custody of your property if you die, but only:
    - (a) With respect to liability arising out of the maintenance or use of that property; and
    - (b) Until your legal representative has been appointed.
  - (4) Your legal representative if you die, but only with respect to duties as such.
2. Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":

judgment we become obligated to pay and which falls within the applicable Limit of Insurance. If we make an offer to pay the applicable Limits of Insurance, we will not pay any pre-judgment interest based on the period of time after the offer.

- b. All interest awarded against the insured on the full amount of any judgment that accrues:
  - (1) After entry of the judgment; and
  - (2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

6. The payments described in Paragraphs 4, and 5, above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance, then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.

7. If we are prevented by law or otherwise from carrying out any of the provisions of SECTION I - COVERAGE, C. DEFENSE and Supplementary Payments, we will pay any expense incurred with our written consent.

**SECTION II - WHO IS AN INSURED**

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":

- a. If you are designated in the Declarations as:
  - (1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - (2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.
  - (3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

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ing injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence", and settle any claim or "suit" that may result when:

- a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or
- b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.

2. Our right and duty to defend ends when the applicable Limits of Insurance, as stated in the Declarations, has been exhausted by payment of claims.

3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph C.1. However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.

4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:

- a. All expenses we incur.
- b. The cost of bail bonds up to \$3,000. We do not have to furnish these bonds.
- c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.
- d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.
- e. All costs taxed against the insured in the "suit".

5. If there is no underlying insurer, obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:

- a. Prejudgment interest awarded against the insured on that part of the

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b. "Your work"; or

c. "Impaired Property":  
if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

19. **Unauthorized Use of Another's Name or Product**  
"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or meta-tag or any other similar tactics to mislead another's potential customers.

20. **Uninsured / Underinsured Motorist**  
Any liability or obligation to any insured or anyone else under any uninsured motorist, underinsured motorist, automobile no-fault or first party personal injury law.

21. **War**  
Any liability, however caused, arising directly or indirectly, out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

22. **Workers' Compensation**  
Any liability or obligation of the insured under any workers' compensation, unemployment compensation, disability benefits or similar law. However, this exclusion does not apply to liability of others assumed by you under an "insured contract" in existence at the time of "occurrence".

C. **Defense and Supplementary Payments**  
1. We will have the right and duty to defend the insured against any "suit" seeking damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising

a. You are an insured.

b. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:

(1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insured in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.

(2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:

(a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or

(b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".

(3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

c. Anyone liable for the conduct of an insured described in Paragraphs 2.a. and b. above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

3. At your option and subject to the terms of this insurance, any additional insureds not addressed by Paragraphs 1. and 2. above covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is

provided for such additional insureds thereunder.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

**SECTION III - LIMITS OF INSURANCE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

(a) Included in the "products-completed operations hazard";

(b) Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or

(c) Because of "bodily injury", "personal and advertising injury" or "property damage" not included within a. or b. above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to a. b. and c. The Aggregate Limit described in c. will apply only to damages not subject to a. or b. above.

3. Subject to the Limit of Insurance described in 2.c. above:

a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to 2.a. or b. above that is applicable separately to each:

(1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed to operations at only a single location, then the Aggregate Limit described in 2.c. above applies separately to each location owned by, or rented or leased to you.

4. Subject to the limits described in 2. and 3. above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

a. In excess of the applicable limits of "underlying insurance"; or

b. If an "occurrence" is not covered by "underlying insurance"; but covered by the terms and conditions of this Coverage Part.

Because of all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence":

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is / are attached to this policy.

5. Subject to the limits described in 2., 3. and 4. above and to the terms and conditions of the "underlying insurance":

a. If the limits of "underlying insurance" have been reduced by payment of claims, this

coverage Part will continue in force as excess of the reduced "underlying insurance"; or

b. If the limits of "underlying insurance" have been exhausted by payment of claims, this Coverage Part will continue in force as "underlying insurance".

6. The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

**SECTION IV - CONDITIONS**

1. **Appeals**

If the insured or any insurer who provides the applicable "underlying insurance" elects not to appeal a judgment which exceeds the "underlying limit", we may elect to do so at our own expense. We shall be liable for the taxable costs and disbursements and "interest" incidental thereto, but in no event shall this provision increase our liability beyond:

a. Our applicable Limits of Insurance for all "ultimate net loss";

b. Our applicable Defense and Supplementary Payments as described in SECTION I - COVERAGE, C. Defense and Supplementary Payments; and

c. The expense of such appeal.

2. **Audit**

If this Coverage Part is subject to Audit, as indicated in the Declarations, then the following Condition applies:

a. The premium shown in the Premium Computation Endorsement as Advance Premium is a deposit premium. At the close of each audit period, we will compute the earned premium for that period:

(1) The earned premium is less than the deposit premium, we will return, in excess to the first Named Insured; or

(2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from prospective premium is the date shown as the due date on the bill.

However, in no event will the earned premium be less than the Minimum Premium stated in the Premium Computation Endorsement.

b. The first Named Insured must keep records of the information we need for pre-

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3. **Bankruptcy**  
Bankruptcy or insolvency of the insured or the insured's estate shall not relieve us of any obligations under this Coverage Part.

4. **Duties in the Event of Occurrence, Claim or Suit**  
a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim or "suit". To the extent possible, notice should include:  
(1) How, when and where the "occurrence" took place;  
(2) The names and addresses of any injured persons and witnesses; and  
(3) The nature and location of any injury or damage arising out of the "occurrence".  
This requirement applies only when the "occurrence" is known to an "authorized representative".  
b. If a claim is made or "suit" is brought against any insured that is likely to involve this Coverage Part, you must:  
(1) Immediately record the specifics of the claim or "suit" and the date received; and  
(2) Notify us as soon as practicable.  
This requirement will not be considered breached unless the breach occurs after such claim or "suit" is known to an "authorized representative".

c. You and any other involved insured must:  
(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";  
(2) Authorize us to obtain records and other information;  
(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and  
(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.  
d. No insured will, except at that insured's own cost, voluntarily make a payment,

assume any obligation, or incur any expense, other than for first aid, without our consent.

5. **First Named Insured**  
The person or organization first named in the Declarations will act on behalf of all other insureds where indicated in this Coverage Part.

6. **Legal Action Against Us and Loss Payments**  
a. No legal action may be brought against us unless there has been full compliance with all the terms of this Coverage Part nor until the amount of the insured's obligation to pay has been finally determined as provided below. No person or organization has any right under this Coverage Part to bring us into any action to determine the liability of the insured.  
b. We shall be liable for payment of the "ultimate net loss" for any "occurrence" to which this Coverage Part applies:  
(1) For "occurrences" not covered by "underlying insurance"; or  
(2) In excess of the "underlying limit" applicable to the "occurrence" only after the insureds who provide the applicable "underlying insurance" have paid or become obligated to pay the amount of the "underlying limit" applicable to the "occurrence".  
Our payment will be made following final determination of the amount of the insureds' obligation to pay either by final judgment against the insured or by written agreement with the insured, the claimant, the underlying insureds and us.

7. **Liberalization**  
If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part at the later of:  
a. The date we implemented the change in your state; or  
b. The date this Coverage Part became effective; and  
Will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

8. **Maintenance of Underlying Insurance**

a. While this Coverage Part is in effect, the insured shall maintain in force the "underlying insurance" listed in the Schedule of Underlying Insurance as collectible insurance. The terms, conditions and endorsements of "underlying insurance" will not materially change and renewals or replacements of "underlying insurance" will not be more restrictive in coverage.  
b. Limits of "underlying insurance" will not be reduced, except for any reduction or exhaustion in the aggregate limits of insurance due to payment of claims which are in accordance with SECTION 11 - COVERAGE, A. Insuring Agreement, Paragraph 2, of this Coverage Part.  
c. In the event you fail or neglect to maintain "underlying insurance" as required, this Coverage Part will apply as though such "underlying insurance" was in force and collectible at the time a claim is presented to us which is in accordance with SECTION 11 - COVERAGE, A. Insuring Agreement, Paragraph 2, of this Coverage Part.  
d. The limits of "underlying insurance" shall be deemed applicable, regardless of any defense which the insurer who provides the "underlying insurance" may assert because of the insured's failure to comply with any Condition of the policy or the inability of the insurer to pay by reason of bankruptcy or insolvency.

9. **Other Insurance**  
This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.  
10. **Premium**  
The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.  
You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. **Representations**

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a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.  
b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:  
Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. **Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:  
a. As if each Named Insured were the only Named Insured; and  
b. Separately to each insured against whom a claim is made or "suit" is brought.

13. **Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.  
a. First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;  
b. Next, we will be reimbursed to the extent of our actual payment; and  
c. Lastly, any amounts left after meeting the obligations outlined in (1) and (2) above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

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than a contract or agreement pertaining to the rental or lease of any "auto", including an indemnification of a municipality in connection with work performed for a municipality under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or

9. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease by you or any of your "employees" of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs f. and g. do not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph (1) shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for injury or damage arising out of the insured's rendering or failure to render professional services.

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

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

10. "Hostile fire" means one that becomes uncontrollable or breaks out from where it was intended to be.

11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement,

if such property can be restored to use by:

- a. The repair, replacement, adjustment or removal of "your product" or "your work", or
- b. Your fulfilling the terms of the contract or agreement.

12. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business, other

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and directors are "authorized representatives". Provided you are not a publicly traded organization, your stockholders are also "authorized representatives".

(5) A trust, your trustees are "authorized representatives".

b. Your "employees" assigned to manage your insurance program or assigned to give or receive notice of an "occurrence", claim or "suit" are also "authorized representatives".

3. "Auto" means:

a. Any land motor vehicle, trailer or semi-trailer designed for travel on public roads; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

"Auto" does not include "mobile equipment".

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

5. "Coverage term" means the following individual increments, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

- a. The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
  - (1) The day the policy period shown in the Declarations ends; or
  - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

6. "Coverage territory" means anywhere.

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Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

14. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first named insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. "Advertisement" includes a publicity article. For the purposes of this definition:

- a. Notices that are published include material placed on the internet or on similar electronic means of communication; and
- b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an "advertisement".

2. "Authorized representative" means:

- a. If you are:
  - (1) An individual, you and your spouse are "authorized representatives";
  - (2) A partnership or joint venture, your members, your partners, and their spouses are "authorized representatives";
  - (3) A limited liability company, your members and your managers are "authorized representatives";
  - (4) An organization other than a partnership, joint venture or limited liability company, your "executive officers"

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including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;

(4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

(5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;

(6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet Services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;

(7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above;

(8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmful

less for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

"Loading or unloading" means the handling of property;

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

"Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or

(2) The number of claimants.

(3) The number of claimants.

(1) The frequency of repetition;

(2) The number or kind of media used; or

(3) The number of claimants.

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of.

(1) The frequency of repetition;

(2) The number or kind of media used; or

(3) The number of claimants.

(2) Cherry pickers and similar devices used to raise or lower workers;

Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

"Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions, that results in "bodily injury" or "property damage"; or

b. An offense that results in "personal and advertising injury".

All damages arising from the same accident, continuous or repeated exposure to substantially the same general harmful conditions, act or offense shall be deemed to arise from one "occurrence" regardless of.

(1) The frequency of repetition;

(2) The number or kind of media used; or

(3) The number of claimants.

"Personal and advertising injury" means injury, including "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. Abuse of process;

d. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

e. Defamation of character, including oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

f. Oral or written publication, in any manner, of material that violates a person's right of privacy;

g. The use of another's advertising idea in your "advertisement";

h. Infringing upon another's copyright, trade dress or slogan in your "advertisement"; or

i. Discrimination, unless insurance coverage therefor is prohibited by law or statute.

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include, but are not limited to, substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

a. The insured is regularly or otherwise engaged in activities which limit or degrade the environment; or

b. The insured uses, generates or produces the "pollutant".

"Products-completed operations hazard" includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Products that are still in your physical possession; or

(3) Products that are still in your physical possession; or

(4) Products that are still in your physical possession; or

(5) Products that are still in your physical possession; or

(6) Products that are still in your physical possession; or

(7) Products that are still in your physical possession; or

(8) Products that are still in your physical possession; or

(9) Products that are still in your physical possession; or

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(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the site has been completed, if your contract calls for work at more than one site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to or destruction of tangible property including all resulting loss of use. All such loss of use shall be deemed to occur at the time of the physical injury or destruction that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

21. "Subsidiary" means any organization in which more than 50% of the outstanding securities or voting rights representing the present right to control, directly or indirectly, in any combination, by one or more of the Named Insureds.

22. "Suit" means a civil proceeding in which monetary damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such money damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such money damages are claimed, and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

23. "Temporary worker" means a person who is furnished to you to:

a. Substitute for a permanent "employee" on leave; or

b. Meet seasonal or short-term workload conditions.

24. "Ultimate net loss" means the sum actually paid or payable in the settlement or satisfaction of the insured's legal obligation for damages, covered by this insurance, either by adjudication or compromise. "Ultimate net loss" does not include Defense and Supplementary Payments as described in SECTION I - COVERAGE, C, Defense and Supplementary Payments of this Coverage Part.

25. "Underlying insurance" means the insurance listed in the Schedule of Underlying Insurance and the insurance available to the insured under all other insurance policies applicable to the "occurrence". "Underlying insurance" also includes any type of self-insurance or alternative method by which the insured arranges for funding of legal liabilities that affords coverage that this Coverage Part covers.

26. "Underlying limit" means the total of the applicable limits of all "underlying insurance" less the amount, if any, by which the applicable limit of the applicable policy listed in the Schedule of Underlying Insurance has been reduced solely by payment of loss resulting from claims which are in accordance with SECTION I - COVERAGE, A, Insuring Agreement, Paragraph 2, of this Coverage Part.

27. "Workplace" means that place and during such hours to which the "employee" sustaining injury was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

28. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by;

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of your product; and

(2) The providing of or failure to provide warnings or instructions.

29. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

## NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

**A. SECTION I - COVERAGE, B. Exclusions** is modified to add the following:

This insurance does not apply to:

1. Any liability:
  - a. With respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
  - b. Resulting from the "hazardous properties" of "nuclear material" and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
2. Any liability resulting from the "hazardous properties" of "nuclear material", if
  - a. The "nuclear material" (1) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom,
  - b. The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - c. The injury or damage arises out of the furnishing by an insured or services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territo-

ries or possessions or Canada, this Exclusion c. applies only to "property damage" to such "nuclear facility" and any property thereat.

**B. SECTION V - DEFINITIONS** is hereby modified to add the following definitions:

1. "Hazardous properties" include radioactive, toxic or explosive properties;
2. "Nuclear material" means "source material", "special nuclear material" or "by-product material";
3. "Source material", "special nuclear material" and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
4. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
5. "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility";
6. "Nuclear facility" means:
  - a. Any "nuclear reactor";
  - b. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", (3) or handling, processing or packaging "waste";
  - c. Any equipment or device used for the processing, fabricating or alloying of "special nuclear materials", if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combina-

tion thereof, or more than 250 grams of uranium 235;

- d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

7. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

8. "Property damage" includes all forms of radioactive contamination of property.

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# EXHIBIT C

## CERTIFICATION STATEMENT FOR CORPORATION OR INDEPENDENT CONTRACTOR

### A. CONTRACTOR IS A CORPORATION

**CORPORATION CERTIFICATION:** I am authorized to act on behalf of the entity named below, and certify under penalty of perjury that it is a corporation.

Moore Excavation, Inc.	<small>DocuSigned by:</small>  <small>50655C93502342C...</small> Signature	7/9/2024   2:07 PM PDT
Entity		Date

### B. CONTRACTOR IS INDEPENDENT

**Independent Contractor Standards.** As used in various provisions of ORS Chapters including but not limited to 316, 656, 657, and 701, an individual or business entity that performs labor or services for remuneration shall be considered to perform the labor or services as an "independent contractor" if the standards of ORS 670.600 are met.

Contractor and Project Manager certify that the Contractor meets the following standards:

1. Contractor is free from direction and control over the means and manner of providing the labor or services, subject only to the specifications of the desired results.
2. Contractor is responsible for obtaining all assumed business registrations or professional occupation licenses required by state law or local ordinances.
3. Contractor furnishes the tools or equipment necessary for the contracted labor or services.
4. Contractor has the authority to hire and fire employees to perform the labor or services.
5. Payment to the Contractor is made upon completion of the performance or is made on the basis of a periodic retainer.
6. Contractor is licensed under ORS chapter 701, if the Contractor provides labor or services for which such license is required.
7. Contractor has filed federal and state income tax returns in the name of the business or a business Schedule C as part of the personal income tax return, for the previous year, for labor or services performed as an independent contractor in the previous year.
8. Contractor represents to the public that the labor or services are to be provided by an independently established business as four or more of the following circumstances exist.

(Check all of the following that apply (must be a minimum of four):)

- The labor or services are primarily carried out at a location that is separate from Contractors residence or is primarily carried out in a specific portion of Contractors residence, which is set aside as the location of the business.
- Commercial advertising or business cards are purchased for the business, or Contractor has a trade association membership.
- Telephone listing is used for the business that is separate from the personal residence listing.
- Labor or services are performed only pursuant to written contracts.
- Labor or services are performed for two or more different persons within a period of one year.

Contractor assumes financial responsibility for defective workmanship or for service not provided as evidenced by the ownership of performance bonds, warranties, errors and omissions insurance or liability insurance relating to the labor or services to be provided.

**If any action is taken by a person or enforcement agency relating to Contractor's independent contractor status in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of St. Helens, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.**

DocuSigned by:

*Scott Pellecer*

7/9/2024 | 2:07 PM PDT

Contractor Signature Scott Pellecer, President

Date

Project Manager Signature

Date

# EXHIBIT D

## BONDS





**CITY OF ST. HELENS  
STANDARD PUBLIC IMPROVEMENT  
CONTRACT PAYMENT BOND**

Bond No.: 023228646  
Project Name: UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET - STRAND STREET  
and No.: ROAD & UTILITIES EXTENSION PROJECT  
Project No. M-532

Liberty Mutual Insurance Company	(Surety)	Bond Amount	\$ 663,180.00
N/A	(Surety)	Bond Amount	\$ N/A

**Total Penal Sum of Bond** \$663,180.00

We, Moore Excavation, Inc., a corporation or partnership duly organized under the laws of the State of OR, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, Liberty Mutual Insurance Company, a corporation or partnership duly organized under the laws of the State of MA, and authorized to transact surety business in the State of Oregon, as "**SURETY**," and,

We, the above named Principal and Surety(ies), hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of St. Helens, Oregon, (**OBLIGEE**) the sum of (\$ 663,180.00) (Six Hundred Sixty Three Thousand One Hundred Eighty and 00/100\*\*\*) dollars, lawful money of the United States. [Provided, 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 above), and

WHEREAS, the Principal has entered into a Contract with the City of St. Helens, the specifications, terms and conditions of which are contained in the Contract Documents for the above identified Project; and

WHEREAS, the terms and conditions of the Contract Documents, as defined in the Contract, are made a part of this performance bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans, 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, including the requirements of ORS Chapter 279A-C, including specifically the conditions in ORS 279C.500 to 279C.530, and shall indemnify and save harmless the City of St. Helens, Oregon, its officers, employees, agents and assigns, 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 subcontractor 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 the City on account of any labor or materials furnished; and shall do all things required of the Contractor by the laws of this State, and the laws of the City of St. Helens, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of St. Helens be obligated for the payment of any premiums.

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

Dates this June day of 30, 2024.

Liberty Mutual Insurance Company  
Surety

By: Ashlee Baumgartner  
(Attorney-in-Fact) (Address) (Telephone) Ashlee Baumgartner  
PO Box 10167, Eugene, OR 97440  
541-687-1117

Moore Excavation, Inc.  
Principal

By: Scott Pellecer  
DocuSigned by: (Address) (Telephone) PO Box 789 Scott Pellecer, President  
Fairview, OR 97024  
503-674-0900



**CITY OF ST. HELENS  
STANDARD PUBLIC IMPROVEMENT  
CONTRACT PERFORMANCE BOND**

Bond No.: 023228646  
 Project Name UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET - STRAND STREET  
 and No.: ROAD & UTILITIES EXTENSION PROJECT  
Project No. M-532

<u>Liberty Mutual Insurance Company</u> (Surety)	Bond Amount	<u>\$ 663,180.00</u>
<u>N/A</u> (Surety)	Bond Amount	<u>\$ N/A</u>
<b>Total Bond Amount</b>		<b><u>\$ 663,180.00</u></b>

We, Moore Excavation, Inc., a corporation or partnership duly organized under the laws of the State of OR, and authorized to transact business in the State of Oregon, as "**PRINCIPAL**," and,

We, Liberty Mutual Insurance Company, a corporation or partnership duly organized under the laws of the State of MA, and authorized to transact surety business in the State of Oregon, as "**SURETY**," and,

We, the above named Principal and Surety(ies), hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns firmly by these presents to pay unto the City of St. Helens, Oregon, (**OBLIGEE**) the sum of (\$ 663,180.00) (Six Hundred Sixty Three Thousand One Hundred Eighty and 00/100\*\*\*) dollars, lawful money of the United States. [Provided, 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 above), and

WHEREAS, the Principal has entered into a Contract with the City of St. Helens, the specifications, terms and conditions of which are contained in the Contract Documents for the above identified Project; and

WHEREAS, the terms and conditions of the Contract Documents, as defined in the Contract, are made a part of this performance bond by reference, whether or not attached to the contract (all hereafter called "Contract"); and

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans, 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, including the requirements of ORS Chapter 279A-C, including specifically the conditions in ORS 279C.500 to 279C.530, and shall indemnify and save harmless the City of St. Helens, Oregon, its officers, employees, agents and assigns, 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 in all respects perform said Contract, and shall permit no lien nor claim to be filed or prosecuted against the City on account of any labor or materials furnished; and shall do all things required of the Contractor by the laws of this State, and the laws of the City of St. Helens, then this obligation shall be void; otherwise, it shall remain in full force and effect.

Nonpayment of the bond premium will not invalidate this bond nor shall the City of St. Helens be obligated for the payment of any premiums.

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

Dates this June day of 30, 2024.

Liberty Mutual Insurance Company

Surety

By: Ashlee Baumgartner  
(Attorney-in-Fact) (Address) (Telephone) Ashlee Baumgartner  
PO Box 10167, Eugene, OR 97440  
541-687-1117

Moore Excavation, Inc.

Principal

By: Scott Pellecer  
DocuSigned by:  
68555C935024129  
(Address) (Telephone) PO Box 789 Scott Pellecer, President  
Fairview, OR 97024  
503-674-0900



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: 8211095-969225

**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, Ashlee Baumgartner; Tina A. Costa; James R Cox; Erik Finrow; David M. Holland; Summer Hugh; Kristen McGillvrey; Dean R. Pollock

all of the city of Eugene 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 13th day of December, 2023.



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

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

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

State of PENNSYLVANIA  
County of MONTGOMERY ss

On this 13th day of December, 2023 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 \_\_\_\_\_ day of \_\_\_\_\_.



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

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



# EXHIBIT E

## CERTIFICATE OF SUBSTANTIAL COMPLETION

CITY'S Project No. M-532 ENGINEER'S Project No. N/A

UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET - STRAND STREET ROAD & UTILITIES  
EXTENSION PROJECT

CONTRACTOR: MOORE EXCAVATION, INC.

Contract For: CITY OF ST. HELENS Contract Date \_\_\_\_\_

This Certificate of Substantial Completion applies to:

- All Work under the Contract Documents, or
- To the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of CITY, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

\_\_\_\_\_  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is attached hereto. This list may not be all inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by CONTRACTOR within \_\_\_\_\_ Days of the above date of Substantial Completion.

The following documents are attached to and made a part of this Certificate:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Effective as of the last date set forth below, the responsibilities between CITY and CONTRACTOR shall be as follows:

- |             |  |  |
|-------------|--|--|
| Security    | <input type="checkbox"/> City            | <input checked="" type="checkbox"/> Contractor |
| Operation   | <input checked="" type="checkbox"/> City | <input type="checkbox"/> Contractor            |
| Safety      | <input type="checkbox"/> City            | <input checked="" type="checkbox"/> Contractor |
| Maintenance | <input checked="" type="checkbox"/> City | <input type="checkbox"/> Contractor            |
| Heat        | <input type="checkbox"/> City            | <input type="checkbox"/> Contractor            |
| Utilities   | <input type="checkbox"/> City            | <input type="checkbox"/> Contractor            |
| Insurance   | <input type="checkbox"/> City            | <input type="checkbox"/> Contractor            |
| Warranties  | <input type="checkbox"/> City            | <input checked="" type="checkbox"/> Contractor |

Other Responsibilities:

City		Contractor

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

CONTRACTOR accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

CITY accepts this Certificate of Substantial Completion on \_\_\_\_\_, 20\_\_\_\_\_

By: \_\_\_\_\_

File:



# EXHIBIT F

## CERTIFICATE OF COMPLIANCE

### UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET – STRAND STREET ROAD & UTILITIES EXTENSION PROJECT

---

CIP Number: Project No. M-532

Contractor: MOORE EXCAVATION, INC.

PO BOX 789

FAIRVIEW, OR 97024

I, (We) hereby certify that all Work has been performed and materials supplied in accordance with the plans, specifications and Contract Documents for the above Project, and that:

1. Not less than the prevailing rates of wages have been paid to laborers, workmen and mechanics employed on this work.
2. There have been no unauthorized substitutions of materials; substitutions or assignment of subcontractors; nor have any subcontracts been entered into without the names of the subcontractors having been submitted to the City prior to the start of such subcontracted work.
3. All claims and indebtedness for material and labor and other service performed in connection with these specifications have been paid.
4. All moneys due the State Industrial Accident Fund, the State Unemployment Compensation Trust Fund, the State Department of Revenue (ORS 316.162 to 316.212) hospital associations and/or others (ORS 279C.530) have been paid.
5. All private property and easement areas have been satisfactorily restored in accordance with the Contract.
6. If Contractor is not domiciled in or registered to business in the State of Oregon, Contractor has reported to the Oregon Department of Revenue such information and in the manner as required by ORS 279A.120(3).

Contractor: \_\_\_\_\_

By: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_



### EXHIBIT G

### CONTRACTOR'S RELEASE OF LIENS AND CLAIMS [PREREQUISITE TO CERTIFICATE OF FINAL COMPLETION]

To: City of St. Helens  
265 Strand Street  
St. Helens, OR 97051

From: MOORE EXCAVATION, INC.  
PO BOX 789  
FAIRVIEW, OR 97024

PROJECT: UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET - STRAND STREET ROAD & UTILITIES EXTENSION PROJECT  
PROJECT NO: M-532

In connection with our request for final payment for the above Project, I, \_\_\_\_\_, hereby state that:

- all subcontractors and suppliers on this Project have been paid in full, all obligations on the Project have been satisfied,
- all monetary claims and indebtedness on this Project have been paid, and all disputes with property owners have been resolved.
- There are no liens or claims of any kind outstanding or threatened against the Project.

Furthermore, I agree to indemnify and hold harmless City of St. Helens from any and all claims for labor or materials furnished under the Contract for the above Project.

**SWORN STATEMENT**

**I hereby certify, under penalty of perjury and false swearing, that the foregoing statements are true and correct as I verily believe.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Contractor:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON

\_\_\_\_\_) )  
\_\_\_\_\_) ss  
County of \_\_\_\_\_)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared

\_\_\_\_\_  
\_\_\_\_\_ Whom I know personally  
\_\_\_\_\_ Whose identity proved on the basis of  
\_\_\_\_\_ Whose identity I proved on the oath/affirmation of  
\_\_\_\_\_, a credible witness to be the signer of the above document, and he/she  
acknowledged that he/she executed the same under oath/affirmation.

\_\_\_\_\_  
Notary Public for Oregon



# EXHIBIT H

## CERTIFICATE OF FINAL COMPLETION

Project Number: M-532

Project: UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET - STRAND STREET ROAD & UTILITIES EXTENSION PROJECT

Contractor: MOORE EXCAVATION, INC.

Contract Signed: \_\_\_\_\_ Contract Expires: \_\_\_\_\_

Contract Completed: \_\_\_\_\_ Delinquent: \_\_\_\_\_

I hereby certify that I have completed my Contract, furnished the materials, and performed the Work as shown by the final estimate, according to the Contract Documents.

\_\_\_\_\_  
*Contractor* Title Date

The City has determined the Project is 100% complete in compliance with all Contract Documents.

\_\_\_\_\_  
*Inspector/Supervisor* Date

\_\_\_\_\_  
*Project Engineer* Date

\_\_\_\_\_  
*City of St. Helens* City Administrator Title Date

Unless otherwise provided as a Special Provision, when City accepts the Certificate of Final Completion, the date the Contractor signs the Certificate of Final Completion shall be the date the City accepts ownership of the work and the start date of the warranty period.



## EXHIBIT I

### INSTRUCTION TO BIDDERS

The provisions of Oregon Administrative Rules Chapter 137, Divisions 46 and 49, apply to all bids and contracts which incorporate the Public Works Standards of the City of St. Helens into the contract documents of a project. The OAR provisions control over any conflicting language in the Public Works Standards and the OAR provisions are incorporated herein by this reference.

#### 1. SCOPE OF WORK

The work contemplated under this contract includes all permits, labor, tools, machinery, materials, transportation, equipment and services of all kinds required for, necessary for, or reasonable incidental to, the completion of all the work in connection with the project described in the contract documents, including the general conditions, all applicable special conditions, plans, specifications, or any supplemental documents.

#### 2. EEO AFFIRMATIVE ACTION

Bidders must comply with the City of St. Helens Equal Opportunity Policy for Contractors. The policy is included in and made a part of these Contract Documents and is attached hereto and made a part hereof as Attachment A. Contractor shall not discriminate against minorities, women or emerging small business enterprises in the awarding of subcontracts.

#### 3. BID PROVISIONS

- a. Each bid must contain a completed Bid including the following:
  - A. A Bid and Schedule of Prices.
  - B. Acknowledgement that the bidder has received and reviewed all Addenda for the bid.
  - C. A statement that all applicable provisions of ORS Chapters 279A-C, including ORS 279C.800 to 279C.870 (Contracting and Prevailing Wages) shall be complied with.
  - D. A statement by the bidder, as part of their bid, that the bidder agrees to be bound by and will comply with the provisions of ORS 279C.838 or 279C.840 or 40 U.S.C. 3141 to 3148, as applicable.
  - E. A statement as to whether the bidder is a resident bidder as defined in ORS 279A.120.
  - F. A statement as to whether or not the bidder is licensed under ORS 468A.720 for asbestos removal if applicable.
  - G. A statement that the bidder has a current and valid license with the Construction Contractor's Board and/or the State Landscape Contractors Board as required by ORS 671.530.
  - H. A statement confirming that the bidder has a Qualified Drug-testing Program for employees in place.
  - I. First Tier Subcontractor form for the project on the City form (physically received by City within 2 working hours of the bid submission deadline).
  - J. A Surety Bond, Cashier's check or Certified check in the amount of 10 percent of the submitted bid.
  - K. Certification: Non-discrimination
  - L. Certification: No Conflict of Interest
  - M. Certification: Not ineligible for Public Works Contracts
- b. The City will not mail notice of addenda but will publish notice of any addenda on City's website and post the notice of addenda at City Hall at <https://www.ci.st-helens.or.us/rfps>. The addenda may be downloaded or picked up at City Hall. Check the website and City Hall bulletin board frequently until the bid submission deadline.
- c. No bid will be received or considered by the City of St. Helens unless the bid contains a statement by the bidder as a part of its bid that the Contractor shall be bound by and will comply with the provisions of ORS 279C.838, 279C.840 or 40 U.S.C. 3141 to 3148. The statement shall be included in the Bid form. The existing prevailing rate of wage in the form of a BOLI document is included in the bid documents.



- d. Each Bidder must identify in the Bid whether the Bidder is a “resident bidder” as defined in ORS 279A.120.
- e. Unless specified in the ITB, and Contract Special Provisions, the bidder or subcontractor need not be licensed under ORS 468A.720 relating to asbestos abatement.
- f. No bid for a construction contract shall be received or considered by the City of St. Helens unless the bidder is licensed with the Construction Contractors Board or licensed by the State Landscape Contractors Board as required by ORS 671.530.
- g. Each Bidder must demonstrate that its firm has a Qualified Drug Testing Program for employees in place and demonstrate compliance prior to award.
- h. Instructions for First-Tier Subcontractors Disclosure. Bidders are required to disclose information about certain first-tier subcontractors when the contract value for a Public Improvement is greater than \$100,000.

Specifically, when the contact amount of a first-tier subcontractor furnishing labor or labor and materials would be greater than or equal to (i) 5% of the project bid, but at least \$15,000, or (ii) \$350,000 regardless of the percentage, the bidder must disclose the following information about that subcontract in its bid submission or within two (2) working hours after bid submission deadline:

- A. The subcontractor’s name,
- B. The dollar value of the subcontract, and
- C. The category of work that the subcontractor would be performing.

If the bidder will not be using any subcontractors that are subject to the above disclosure requirements, the bidder is required to indicate “NONE” on the accompanying form. Disclosure forms will be available for public inspection after the opening of the bids.

**THE CITY OF ST. HELENS MUST REJECT A BID AS NON-RESPONSIVE IF THE BIDDER FAILS TO SUBMIT THE DISCLOSURE FORM WITH THE REQUIRED INFORMATION BY THE STATED DEADLINE.**

- i. Bid Security. No bid will be received or considered unless the Bid is accompanied by a certified check, cashier's check, (payable to the City of St. Helens), surety bond (in approved form)(f/k/a/ bid bond), or irrevocable letter of credit issued by an insured institution (in an approved form) in an amount equal to ten percent (10%) of the total amount bid. The successful bidder will be required to furnish a faithful performance bond and a labor and material payment bond each in the amount of one hundred percent (100%) of the amount of the contract. Said security shall be irrevocable for 60 days, unless specified otherwise. The bid security shall be forfeited, at the City’s option, as fixed and liquidated damages, if the bidder fails or neglects to furnish the required performance bond, the insurance, or to execute the contract within 10 working days after receiving the contract from the City for execution. When a bond is used for bid security, the bond shall be executed by a surety company authorized to transact business in the State of Oregon. **THE BIDDER SHALL HAVE THE SURETY USE THE SURETY BOND FORM PROVIDED HEREIN. IF THIS FORM IS NOT USED, THE BID WILL BE DEEMED NON-RESPONSIVE AND SHALL BE REJECTED.**

All such certified checks or surety bonds will be returned to the respective bidders within 10 working days after the bids are opened, except those of the two low bidders. The bid security of the two low bidders will be held by the City until the selected bidder has accomplished the following:

- A. Executed a formal contract;
- B. Executed and delivered to the City a Performance Bond and Payment Bond, both in the amount equal to 100% of the Contract Price;
- C. Furnish proof of public works bond filed with BOLI; and
- D. Furnish the required Certificates of Insurance.

Upon the execution and delivery to the City of St. Helens of the Contract and Performance Bond and Payment Bond and furnishing proof of a public works bond filed with BOLI by the successful bidder, the bid security shall be returned to the bidder. The bidder who has been awarded a contract and who fails or neglects to promptly and properly execute the contract or bonds shall forfeit the bid security that accompanied the bid. It is hereby specially provided that a forfeiture of said bid security be declared by the Council if the contract and performance bond and payment bond are not executed and delivered to the City within ten (10) working days of the day of the receipt by the successful bidder of the prepared contract. The Council, at its option, may determine that the bidder has abandoned the submitted accepted bid, in which case the bid security shall become the sole property of the City and shall be considered as liquidated damages and not as a penalty for failure of the bidder to execute the contract and bond. The security of unsuccessful bidders shall be returned to them after the contract has been awarded and duly signed.

- j. A Bidder submitting a bid thereby certifies that no officer, agent, or employee of the City who has a pecuniary interest in this bid has participated in the contract negotiations on the part of the City, that the Bid is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same call for bids, and that the Bidder is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm.
- k. The Bidder, in submitting the bid, certifies that the Bidder has not been disqualified and is eligible to receive a contract for a public work pursuant to ORS 279C.860 as well as the disqualification provisions of ORS 279C.440 and OAR 137-049-0370. Bidder agrees, if awarded a contract, that every subcontractor will not be ineligible to receive a contract for a public work pursuant to ORS 279C.860 and will otherwise not be disqualified under ORS 279C.440 and OAR 137-049-0370.

#### 4. **PREOFFER CONFERENCE AND PREQUALIFICATION OF BIDDERS**

If a pre-bid conference is scheduled, notice will be provided in accordance with OAR 137-049-0200(1)(a)(B). If prequalification will be required it will be specifically stated in the Notice to Contractors and Invitation to Bid, including the date prequalification applications must be filed under ORS 279C.430 and the class or classes of work for which bidders must be pre-qualified. For example, the requirement for ODOT Prequalification reads as follows:

Bidders must be pre-qualified with the Oregon Department of Transportation or General Service per ORS 279C.435 to perform the type and size of work contemplated herein and shall submit, to the City upon request. The City will investigate and determine the qualifications for the apparent low bidder prior to awarding the contract.

Applications submitted without being designated for a project advertised for bid by the City will be considered as a general prequalification application and processed pursuant to ORS 279C.430 to 279C.450, and notice of prequalification status will be given within thirty (30) days of the receipt of the application. A notice of disqualification can be given orally. An oral disqualification notice will be followed by written notice and bear the date of the oral notice. (NOTE: No person may engage in any business within the City without first obtaining a City Business License and paying the fee prescribed pursuant to City of St. Helens Ordinance 1392 as amended.)

#### 5. **FORM OF BID**

- a. Bids shall be submitted in sealed envelopes to:
  - City Administrator
  - City of St. Helens
  - 265 Strand Street
  - St. Helens, Oregon 97051
  - Attention: John Walsh

The outside of the transmittal envelope shall bear the following information:

- Name of Bidder
- Address and telephone number of Bidder
- Title of Project
- Date of opening
- The words "Sealed Bid"

If the sealed bid is forwarded by mail or messenger service, the sealed envelope containing the bid, and marked as above, must be enclosed in another envelope addressed as noted above. Facsimile and Electronic Data Interchange bids

shall not be accepted unless otherwise specified in the Special Provisions. No bid will be received or considered by the City unless the bid contains all the Required Bid Documents and Certifications.

- b. All bids must be clearly and distinctly typed or written with ink or indelible pencil and be on the Bid form furnished by Owner. The bid must be signed by the Contractor or a duly authorized agent. If erasures or other changes appear on the form, they shall be initialed in ink by the person who signs the bid. The bidder shall not alter, modify or change the Bid forms except as directed by addendum. All applicable blanks giving general information must be completed, in addition to necessary unit price items and total prices in the column of totals to make a complete bid. The Bid is the bidder's offer to enter into a contract which, if the Bid is accepted for award, binds the bidder to a contract and the terms and conditions contained in the Bid, as well as the Solicitation Documents. A bidder shall not make the Bid contingent upon the City's acceptance of specifications or contract terms which conflict with or are in addition to those advertised in the Notice to Contractors and Invitation to Bid. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a bid embracing alternative bids.
- c. Unless otherwise specified, Bidders shall bid on all bid items included in the bid and the low Bidder shall be determined. Except as provided herein, bids which are incomplete, or fail to reply to all items required in the bid may be rejected.
- d. Bidders shall state whether business is being done as an individual, a co-partnership, a corporation, or a combination thereof, and if incorporated, in what state, and if a co-partnership, state names of all partners. The person signing on behalf of a corporation, a co-partnership or combination thereof shall state their position with the firm or corporation, and state whether the corporation is licensed to do business in the State of Oregon.

#### **6. LATE BIDS**

Bids received after the scheduled bid submission deadline set forth in the invitation for bids will be rejected. Bids will be time and date stamped by City Hall personnel upon receipt. Such time and date stamps will govern the determination of on-time submission of bids. Bids received after the time so fixed are late bids. Late bids will be time and date stamped at the time of receipt by City personnel, marked as "Rejected as Late Bid" and will be returned, unopened, to the submitted.

#### **7. INTERPRETATION OF CONTRACT AND ADDENDA**

If a bidder finds error, discrepancies in, or omissions from the plans, specifications or contract documents, or has doubt as to their interpretation or meaning, the bidder shall at once notify the City Contact Person. The City will investigate and determine if an addendum will be issued.

If it should appear to a Bidder that the work to be done or matters relative thereto are not sufficiently described or explained in the Contract Documents or that Contract Documents are not definite and clear, or the Bidder needs additional information or an interpretation of the contract, the Bidder may make written inquiry regarding same to the Engineer at least ten (10) days, unless otherwise specified, before the scheduled bid submission deadline for submission of bids.

If, in the opinion of the Engineer, additional information or interpretation is required, an addendum will be issued to all known specification holders.

Any addendum or addenda issued by the City which may include changes, corrections, additions, interpretations or information, and issued seventy-two (72) hours or more before the scheduled bid submission deadline for submission of bids, Saturday, Sunday and legal holidays not included, shall be binding upon the Bidder. City shall supply copies of such Addenda will not be mailed but will be posted on the website and available at City Hall; failure of the Contractor to receive or obtain such addenda shall not excuse them from compliance therewith if they are awarded the contract.

ORAL INSTRUCTIONS OR INFORMATION CONCERNING THE CONTRACT OR THE PROJECT GIVEN OUT BY OFFICERS, EMPLOYEES OR AGENTS OF THE CITY TO PROSPECTIVE BIDDERS SHALL NOT BIND THE CITY.

#### **8. EXAMINATION OF CONTRACT, SITE OF WORK AND SUBSURFACE DATA**

- a. Prior to submitting a bid, it is the responsibility of each Bidder to:
  - A. Examine the plans, specifications and contract documents thoroughly.
  - B. Become fully informed as to the quality and quantity of materials and the character of the work required.
  - C. Visit the site to become familiar with local conditions that may affect cost, progress, or performance of the work and sources and supply of materials.
  - D. Consider all federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, or performance of the work, including environmental and natural resource ordinance and regulations
  - E. Consider identified site conditions and conduct pre-bid inspection to address environmental and natural resource laws implicated by the project.
  - F. Study and correlate the Bidder's observations, especially as regards site conditions with the Contract Documents.
  - G. Notify the Contact Person of all conflicts, errors, ambiguities or discrepancies discovered in the Contract Documents.
- b. Bidders shall determine for themselves all the conditions and circumstances affecting the project or the cost of the proposed work, including without limitation utility interferences, by personal examination of the site, careful review of the Contract and by such other means as the Bidder feels may be necessary. It is understood and agreed that information regarding subsurface or other conditions, or obstructions indicated in the Contract Documents, is provided by Owner only for the convenience of Bidders and may not be complete or accurate and such information is not expressly or tacitly warranted to accurately represent actual conditions. Bidder's use of such information shall be at Bidder's sole risk, and Bidder is responsible to confirm any information provided from such independent sources as Bidder feels may be necessary.
- c. Logs of test holes, test pits, soils reports, ground-water levels and other supplementary subsurface information are offered as information of underlying materials and conditions at the locations actually tested. Owner will not be liable for any loss sustained by the Bidder as a result of any variance between conditions contained in or interpretations of test reports and the actual conditions encountered during progress of the work.
- d. The submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the site subsurface conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished, and as to the requirements of the Contract.
- e. The City will not pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies or designs for the preparation thereof, or for procuring or contracting for the items to be furnished under the invitation to bid. When submitting a bid, the Bidder agrees that consideration has been given to the requirements and conditions contained throughout these bid documents.
- f. Notice: It is further understood that a bid awarded hereunder is subject to the City being able to comply with all zoning and land development ordinances or obtain rezoning of the property where necessary, and comply with local building code restrictions and conditions for structures contemplated in the project, any or all of which conditions may be contained in the contract or contract Special Provisions and if such conditions are not satisfied may result in termination of the contract.

## 9. FAMILIARITY WITH LAWS AND ORDINANCES

- a. The Bidder is presumed to be familiar with all Federal, State, and local laws, ordinances, and regulations which in any manner affect those engaged or employed in the work or the materials or equipment used in the proposed construction, or which in any way affect the conduct of the work. If the Bidder, or Contractor, shall discover any provision in the Contract which is contrary to or inconsistent with any law, ordinance or regulation, it shall immediately be reported to the Owner in writing.
- b. No person may engage in any business within the City without first obtaining a City business license and paying the fee prescribed pursuant to City of St. Helens Ordinance. The Contractor and their

subcontractors shall obtain a City of St. Helens business license prior to beginning any work within the City of St. Helens.

**10. UNIT BIDS**

- a. The estimate of quantities of work to be done under unit price bids is approximate and is given only as a basis of calculation for comparison of bids and award of the Contract. The City does not warrant that the actual amount of work will correspond to the amount as shown or estimated. Payment will be made at unit prices under a contract, only for work actually performed or materials actually furnished according to actual measurement that were necessary to complete the work.
- b. Bidders must include in their bid prices the entire cost of each item of work set forth in the bid, and when, in the opinion of the City, the prices in any bid are obviously unbalanced, such bid may be rejected.
- c. The unit contract prices for the various bid items of the contract shall be full compensation for all labor, materials, supplies, equipment, tools and all things of whatsoever nature are required for the complete incorporation of the item into the work the same as though the item were to read "In Place."

**11. WITHDRAWAL, MODIFICATION OR ALTERATION OF BID**

- a. Bids may be withdrawn on written request received from the bidders prior to the time fixed for opening. The request shall be executed by the bidder or a duly authorized representative. The withdrawal of a bid does not prejudice the right of the bidder to file a new bid. Negligence on the part of the bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened. The bid will be irrevocable until such time as the City:
  - A. Specifically rejects the bid, and
  - B. Awards the contract to another bidder and said contract is properly executed.

All bids shall remain subject to acceptance by the City for sixty (60) days after the date of the bid opening.

- b. Prior to Bid Opening, changes may be made provided the change is initialed by the Bidder or the Bidder's agent. If the intent of the Bidder is not clearly identifiable, the interpretation most advantageous to Owner will prevail.
- c. No Bidder may withdraw a bid after bid opening unless sixty (60) days have elapsed and the City has not awarded a contract.

**12. MISTAKES IN BIDS**

- a. To protect the integrity of the competitive solicitation process and to assure fair treatment of Bidders, City will carefully consider whether to permit waiver, correction or withdrawal for certain mistakes.
- b. Treatment of Mistakes. City shall not allow a Bidder to correct or withdraw a Bid for an error in judgment. If the City discovers certain mistakes in a Bid after Opening, but before award of the Contract, the City may take the following action:
  - A. City may waive, or permit a Bidder to correct, a minor informality. A minor informality is a matter of form rather than substance that is evident on the face of the Bid, or an insignificant mistake that can be waived or corrected without prejudice to other Bidders. Examples of minor informalities include a Bidder's failure to:
    - 1) Return the correct number of Signed Bids or the correct number of other documents required by the Solicitation Document;
    - 2) Sign the Bid in the designated block, provided a Signature appears elsewhere in the Bid, evidencing an intent to be bound; and

- 3) Acknowledge receipt of an Addendum to the Solicitation Document, provided: it is clear on the face of the Bid that the Bidder received the Addendum and intended to be bound by its terms; and the Addendum involved did not affect price, quantity or delivery.
- B. City may correct a clerical error if the error is evident on the face of the Bid, or other documents submitted with the Bid, and the Bidder confirms the City's correction in Writing. A clerical error is a Bidder's error in transcribing its Bid. Examples include typographical mistakes, errors in extending unit prices, transposition errors, arithmetical errors, instances in which the intended correct unit or amount is evident by simple arithmetic calculations (for example a missing unit price may be established by dividing the total price for the units by the quantity of units for that item or a missing, or incorrect total price for an item may be established by multiplying the unit price by the quantity when those figures are available in the Bid). In the event of a discrepancy, unit prices shall prevail over extended prices.
  - C. City may permit a Bidder to withdraw a Bid based on one or more clerical errors in the Bid only if the Bidder shows with objective proof and by clear and convincing evidence:
    - 1) The nature of the error;
    - 2) That the error is not a minor informality under this subsection or an error in judgment;
    - 3) That the error cannot be corrected or waived under subparagraph B of this subsection;
    - 4) That the Bidder acted in good faith in submitting a Bid that contained the claimed error and in claiming that the alleged error in the Bid exists;
    - 5) That the Bidder acted without gross negligence in submitting a Bid that contained a claimed error;
    - 6) That the Bidder will suffer substantial detriment if the City does not grant it permission to withdraw the Bid;
    - 7) That the City's or the public's status has not changed so significantly that relief from the forfeiture will work a substantial hardship on the City or the public it represents; and
    - 8) That the Bidder promptly gave notice of the claimed error to the City.
  - D. The criteria in subsection C above shall determine whether a City will permit a Bidder to withdraw its Bid after the bid submission deadline. These criteria also shall apply to the question whether an City will permit a Bidder to withdraw its Bid without forfeiture of its bid bond (or other bid security), or without liability to the City based on the difference between the amount of the Bidder's Bid and the amount of the contract actually awarded by the City, whether by award to the next lowest Responsive and Responsible Bidder or the best Responsive and Responsible Proposer, or by resort to a new solicitation.
  - E. The City shall reject any Bid in which a mistake is evident on the face of the Bid and the intended correct Bid is not evident or cannot be substantiated from documents accompanying the Bid, i.e., documents submitted with the Bid.

### 13. REJECTION OF BIDS

- a. The City may reject any bid upon a finding that the Bid meets the criteria specified in OAR 137-049-0440(1)(a) or (b) or has not provided the certification required under OAR 137-049-0440(3). The City shall reject a Bid from a Bidder who meets the criteria specified in OAR 137-049-0440(1)(c). The City may, for good cause, reject any or all bids upon a finding it is in the public interest to do so. In any case where competitive bids are required and all bids are rejected, and the proposed contract is not abandoned, new bids may be called for as in the first instance. The City may, at its own discretion, waive minor informalities.
- b. This invitation to bid does not commit the City to pay any costs incurred by any Bidder in the submission of a Bid, or in making necessary studies, subsurface investigations or designs for the preparation of a Bid, or for procuring or contracting for the items to be furnished pursuant to the Contract Documents.

- c. The City reserves the right to reject any or all bids when such rejection is in the best interest of the City of St. Helens. Bids may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.
- d. When Bids are signed by an agent, other than the officer or officers of a corporation authorized to sign contracts on its behalf, or a member of a partnership, a "Power of Attorney" must be submitted with the Bid or on file with the City Administrator prior to opening of bids; otherwise, the Bid will be rejected as irregular.
- e. More than one Bid from an individual, firm, partnership, corporation, or combination thereof with an interest in more than one bid, for the items bid, will be cause for the rejection of all Bids in which such individual, firm, partnership, corporation, or combination thereof, is interested.
- f. **If there is reason to believe that collusion exists among bidders, none of the bids of the participants in such collusion will be considered, and all involved bids shall be rejected. Bids in which prices are obviously unbalanced may be rejected.**

#### **14. BID PROTEST.**

Bidders may, in writing protest or request changes of any specifications or contract terms in accordance with adopted City contracting rules. The written protest or request for changes must be received by the City no later than ten (10) calendar days prior to the Bid Submission Deadline. The written protest or request shall include the reasons for the protest or request, and any proposed changes to the bid specifications or contract terms and a description of the prejudice to the bidder. Envelopes containing bid protests shall be marked "Contract Provision Protects or Request" with the Bid Number and Bid Submission Deadline. No protest against award, owing to the content of the bid specifications or contract terms shall be considered after the deadline established for submitting protests of bid specifications or contract terms.

#### **15. ORS 654.150 SANITARY FACILITIES AT CONSTRUCTION PROJECTS STANDARDS, EXEMPTIONS**

If the contract price is estimated (itemized bid) or bid (lump sum) by Contractor at \$1,000,000 or more, Contractor shall be responsible for all costs (which costs shall be included in the bid whether or not a specific bid item is provided therefore) that may be incurred in complying with or securing exemption or partial exemption from the requirements of ORS 654.150 (Sanitary facilities at construction projects; standards, exemptions) and the rules adopted pursuant thereto. Determination of applicability of ORS 654.150 to the project is the sole responsibility of the Contractor.



## EXHIBIT J

### OREGON PREVAILING WAGE RATES

#### UNDERGROUNDING ELECTRICAL SERVICES ON THE S 1ST STREET – STRAND STREET ROAD & UTILITIES EXTENSION PROJECT PROJECT NO. M-532

- i. Workers must be paid not less than the applicable state prevailing rate of wage. ORS 279C.830(1)(c); OAR 839-025-0020(3)(a)
- ii. If the Contractor fails to pay for labor and services, the City can pay for them and withhold these amounts from payments to the contractor. ORS 279C.515; OAR 839-025-0020(2)(a)
- iii. The Contractor must pay daily, weekly, weekend and holiday overtime as required in ORS 279C.540. ORS 279C.520(1); OAR 839-025-0020(2)(b)
- iv. The employer must give written notice to the workers of the number of hours per day and days per week they may be required to work. ORS 279C.520(2); OAR 839-025-0020(2)(c)
- v. The Contractor must make prompt payment for all medical services for which the Contractor has agreed to pay, and for all amounts for which the contractor collects or deducts from the worker's wages. ORS 279C.530; OAR 839-025-0020(2)(d)
- vi. The Contractor is required to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(a); OAR 839-025-0020(2)(e)(A)
- vii. The Contractor is required to include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt. ORS 279C.830(2)(b); OAR 839-025-0020(2)(e)(B)

Applicable Oregon prevailing wage rates are contained in the publication,  
Prevailing Wage Rates for Public Works Contracts in Oregon effective as of the date the Bidding Documents  
are first advertised.

See Oregon Bureau of Labor and Industries website links at:  
<http://www.oregon.gov/BOLI/WHD/PWR/pages/index.aspx>



## **PWR REQUIRED POSTINGS ALL CONTRACTORS AND SUBCONTRACTORS**

### **PREVAILING WAGE RATES**

Each and every contractor and subcontractor engaged in work on a public works must post the applicable prevailing wage rates for that project in a conspicuous place at the work site, so workers have ready access to the information. ORS 279C.840(4); OAR 839-025-0033(1).

### **DETAILS OF FRINGE BENEFIT PROGRAMS**

When a contractor or subcontractor provides for or contributes to a health and welfare plan or a pension plan, or both, for the contractor or subcontractor's employees who are working on a public works project, the details of all fringe benefit plans or programs must be posted on the work site. The posting must include a description of the plan or plans, information about how and where claims can be made and where to obtain more information. The notice must be posted in a conspicuous place at the work site in the same location as the prevailing wage rates (see above). ORS 279C.840(5); OAR 839-025-0033(2)

### **WORK SCHEDULE**

Contractors and subcontractors must give workers the regular work schedule (days of the week and number of hours per day) in writing, before beginning work on the project. Contractors and subcontractors may provide the schedule at the time of hire, prior to starting work on the contract, or by posting the schedule in a location frequented by employees, along with the prevailing wage rate information and any fringe benefit information. If an employer fails to give written notice of the worker's schedule, the work schedule will be presumed to be a five-day schedule. The schedule may only be changed if the change is intended to be permanent and is not designed to evade the PWR overtime requirements. ORS 279C.540(2); OAR 839-025-0034.

## PUBLIC WORKS BONDS

EVERY CONTRACTOR AND SUBCONTRACTOR who works on public works projects subject to the prevailing wage rate (PWR) law is required to file a **\$30,000 "PUBLIC WORKS BOND"** with the Construction Contractor's Board (CCB). (ORS 279C.836) This includes flagging and landscaping companies, temporary employment agencies, and sometimes sole proprietors.

- This bond is to be USED EXCLUSIVELY FOR UNPAID WAGES determined to be due by the Bureau of Labor and Industries (BOLI).
- The bond MUST be filed BEFORE STARTING WORK on a prevailing wage rate project.
- The bond is in effect CONTINUOUSLY (do not have to have one per project).
- BEFORE PERMITTING A SUBCONTRACTOR TO START WORK on a public works project, CONTRACTORS MUST VERIFY their subcontractors have either filed the bond, or have elected not to file a public works bond due to a bona fide exemption.
- A public works bond is in addition to any other required bond the contractor or subcontractor is required to obtain.

### Exemptions:

- Allowed for a disadvantaged business enterprise, a minority-owned business, woman-owned business, a business that a service-disabled veteran owns or an emerging small business certified under ORS 200.055, for the first FOUR years of certification;
  - Exempt contractor must still file written verification of certification with the CCB, and give the CCB written notice that they elect not to file a bond.
  - The prime contractor must give written notice to the public agency that they elect not to file a public works bond.
  - Subcontractors must give written notice to the prime contractor that they elect not to file a public works bond.
  - For projects with a total project cost of \$100,000 or less, a public works bond is not required. (Note this is the total project cost, not an individual contract amount.)
  - Emergency projects, as defined in ORS 279A.010(f).

### **ORS 279C.830(2) requires:**

That the specifications for every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt.

Every contract awarded by a contracting agency shall contain a provision requiring the contractor:

- To have a public works bond filed with the CCB before starting work on the project, unless otherwise exempt;
- To include in every subcontract a provision requiring the subcontractor to have a public works bond filed with the CCB before starting work on the project unless otherwise exempt.

Every subcontract that a contractor or subcontractor awards in connection with a public works contract must require any subcontractor to have a public works bond filed with the Construction Contractors Board before starting work on the public works project, unless otherwise exempt.

## Part 3

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# 2021 Oregon Standard Specifications for Construction

<https://www.oregon.gov/odot/Business/Pages/Standard Specifications.aspx>

## Part 4

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# **City of St. Helens Engineering Standards Manual Municipal Code Title 18**

<https://www.codepublishing.com/OR/StHelens/>

## Part 5

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# **Special Provisions & Technical Specifications**

**May 21, 2024 Primary Election  
Columbia County, Oregon  
Precinct Abstract Report  
June 12, 2024**

**Certified FINAL RESULTS**

**5-298 5 Year LOT  
City of St Helens**



PRECINCT NAME	Yes	No	OVER VOTES	UNDER VOTES
01 City of Clatskanie	0	0	0	0
04 N Clatskanie-Marshland	0	0	0	0
05 S Clatskanie	0	0	0	0
06 Delena	0	0	0	0
08 GOBLE	0	0	0	0
10 Milton	0	0	0	0
12 McNulty	0	0	0	0
14 Quincy	0	0	0	0
15 City of Rainier	0	0	0	0
17 W Rainier	0	0	0	0
18 E Rainier	0	0	0	0
19 S Warren	0	0	0	0
20 N Warren	0	0	0	0
21 City St Helens One	387	578	0	37
24 City St Helens Four	443	521	0	31
26 City St Helens Six	435	595	0	39
31 City of Scappoose One	0	0	0	0
32 City of Scappoose Two	0	0	0	0
34 City of Scappoose Four	0	0	0	0
35 SE Scappoose	0	0	0	0
36 Canyon	0	0	0	0
38 W Scappoose	0	0	0	0
39 Sauvie Island	0	0	0	0
40 Yankton	0	0	0	0
41 City of Vernonia	0	0	0	0
44 Rural Vernonia	0	0	0	0
46 Apiary	0	0	0	0
47 Chapman	0	0	0	0
48 S Deer Island	0	0	0	0
49 N Deer Island	0	0	0	0
50 City of Prescott	0	0	0	0
51 Mist	0	0	0	0
53 City of Columbia City	0	0	0	0
COUNTY TOTALS	1265	1694	0	107

**May 21, 2024 Primary Election  
Columbia County, Oregon  
Precinct Abstract Report  
June 12, 2024**

**Certified FINAL RESULTS**

**STATISTICS**

**PRECINCT NAME**

	REG. VOTERS TOTAL	REG. VOTERS - Democrat	REG. VOTERS - Republican	REG. VOTERS - NonPart.	BALLOTS CAST TOTAL	BALLOTS CAST - Democrat	BALLOTS CAST - Republican	BALLOTS CAST - NonPartisan	BALLOTS CAST BLANK
01 City of Clatskanie	1294	293	334	667	414	129	176	109	0
04 N Clatskanie-Marshland	804	199	236	369	291	101	127	63	0
05 S Clatskanie	760	166	235	359	295	88	127	80	0
06 Delena	1646	417	454	775	552	190	233	129	0
08 GOBLE	1050	257	294	499	338	122	140	76	0
10 Milton	1080	357	305	418	450	186	178	86	1
12 McNulty	1341	404	401	536	522	206	216	100	0
14 Quincy	707	184	218	305	274	92	124	58	0
15 City of Rainier	1447	372	358	717	493	200	172	121	0
17 W Rainier	665	133	160	372	189	63	71	55	0
18 E Rainier	267	63	73	131	103	40	38	25	0
19 S Warren	1207	389	399	419	542	211	219	112	0
20 N Warren	817	240	274	303	365	149	146	70	0
21 City St Helens One	3497	1005	746	1746	1002	415	339	248	0
24 City St Helens Four	3758	1005	863	1890	995	394	364	237	0
26 City St Helens Six	3568	995	974	1599	1069	401	447	221	0
31 City of Scappoose One	955	243	269	443	360	129	135	96	0
32 City of Scappoose Two	2997	934	763	1300	1041	410	379	252	1
34 City of Scappoose Four	1705	533	394	778	614	264	198	152	0
35 SE Scappoose	1477	440	399	638	566	228	211	127	0
36 Canyon	540	175	143	222	238	92	82	64	0
38 W Scappoose	634	193	204	237	267	90	127	50	0
39 Sauvie Island	71	27	23	21	19	12	4	3	0
40 Yankton	1388	365	488	535	538	191	245	102	1
41 City of Vernonia	1912	360	553	999	575	153	263	159	0
44 Rural Vernonia	1040	227	383	430	418	121	205	92	0
46 Apiary	914	193	313	408	325	89	166	70	0
47 Chapman	1073	356	270	447	444	195	141	108	0
48 S Deer Island	531	111	180	240	185	58	94	33	0
49 N Deer Island	760	202	231	327	281	98	133	50	0
50 City of Prescott	60	25	20	15	21	8	12	1	0
51 Mist	381	89	132	160	161	51	72	38	0
53 City of Columbia City	1661	516	493	652	738	307	287	144	0
COUNTY TOTALS	42007	11468	11582	18957	14685	5483	5871	3331	3

## CITY OF ST. HELENS

### Findings in Support of an Emergency Procurement of Forestry Management Services

#### 1. General

The City of St. Helens public contracting code is found at Chapter 2.04 of the St. Helens Municipal Code (“SHMC”). The City Council of the City of St. Helens is designated as the Local Contract Review Board (“LCRB”). The City Administrator is the purchasing manager for the City.

SHMC 2.04.100 defines “emergency” as: circumstances that (A) create a substantial risk of loss, damage or interruption of services or a substantial threat to property, public health, welfare or safety; and (B) require prompt execution of a contract to remedy the condition.

SHMC 2.04.120(7) permits an official with authority to enter into a contract on behalf of the City to make emergency procurements of services in an emergency. The official shall document the nature of the emergency and describe the method used for the selection of the particular contractor. The official shall ensure competition for a contract for the emergency work that is reasonable and appropriate under the emergency circumstances.

OAR 137-047-0280, Emergency Procurements, provides that a Contracting Agency may award a contract as an Emergency Procurement pursuant to the requirements of ORS 279B.080. When an Emergency Procurement is authorized, the Procurement shall be made with competition that is reasonable and appropriate under the circumstances.

#### 2. Background

The City of St. Helens is in Columbia County, Oregon. Located on the Columbia River approximately 30 miles north of Portland, the City serves an area of 5.3 square miles with a population of 14,560.

The City has contracted for forest management services since 2006. The contract involves the ongoing management of City property, including the management and sale of City natural resources for the benefit of the public. The City’s existing contract has a termination date of June 30, 2022 with two (2) one-year annual renewal periods at the City’s discretion. The City executed both annual renewal options and the contract will expire June 30, 2024.



The City has initiated the process to competitively solicit proposals from qualified contractors for the forest management services. However, the solicitation process will not be completed by the end of June 2024 when the existing contract expires. If the current competitively solicited contract expires prior to the completion of the new solicitation process, the City property and resources will be without the specialized management necessary to maximize their value to the City.

**3. Findings - Emergency**

The City Administrator, as purchasing manager for the City, hereby declares that emergency circumstances exist that require prompt execution of a public contract for forest management services. There is insufficient time for the City to complete the procurement process, including evaluation, before the expiration of the existing contract. These circumstances have created a substantial risk of loss, damage and/or interruption of services as well as a substantial damage or injury to property requiring prompt execution of a public contract to remedy the emergency condition. The declaration of emergency and the continuation of the existing management contract during the new solicitation period will eliminate the risk to the city property and resources.

**4. Findings - Competition**

In order to ensure the continuity of the forest management services , to preserve and protect the City’s interest in City-owned land, to continue management of City resources on the property, and to continue receiving City revenue from the sale of products, which are in the best interests of the City, the City Administrator deems it necessary to execute a short-term, month-to-month extension with the existing contractor without competitive selection. During this short-term extension, the City Administrator will utilize and follow the City’s standard procurement procedures in its public contracting code to a competitive sealed proposal process when selecting a new contractor.

## AMENDMENT TO PERSONAL SERVICES AGREEMENT

THIS AMENDMENT TO PERSONAL SERVICES AGREEMENT (the "**Amendment**") between the City of St. Helens, an Oregon municipal corporation (the "**City**"), and Mason, Bruce & Girard, Inc., an Oregon corporation (the "**Contractor**"), collectively, the "**Parties**", an Oregon nonprofit corporation, dated June 28, 2024, is made by the Parties.

### WITNESSETH:

WHEREAS, the City and the Contractor entered into a Personal Services Agreement, effective as of June 23, 2020, wherein the Contractor agreed to provide services related to forestry management (the "**Agreement**").

WHEREAS, the Agreement included a termination date of June 30, 2022; however, the City reserved the right to extend the Agreement for a period of two (2) years in one (1) year increments.

WHEREAS, the City executed both of its one-year extensions to the Agreement.

WHEREAS, the City is in the process of conducting a solicitation in accordance with the City's Public Contracting Code (the "**Code**") to identify a qualified service provider for the desired services in forestry management.

WHEREAS, the solicitation process will not be completed and a new contract awarded before the expiration of the services by the Contractor.

WHEREAS, as a result of the substantial risk of loss, damage or interruption of forest management services and the substantial threat to property, an emergency was declared in accordance with Section 2.04.120 of the Code, authorizing the City to promptly execute an extension of the existing public contract (this Amendment), on a month-to-month basis, in order to remedy the emergency conditions.

WHEREAS, the Parties desire to amend the Agreement to extend the Contractor's forestry management services on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration including the mutual promises and benefits contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Agreement shall be amended as described herein.

#### 1. Extension Term.

The Parties agree that the Contractor's forestry management services shall extend on a month-to-month basis, commencing as of July 1, 2024. The Contractor's services under this Amendment shall terminate on the last day of the month preceding the first day of the month in which the City's new contractor for the services commences. The City shall send the Contractor written notice setting forth the date that the extension shall terminate. No specific length of advance notice is required and the termination shall be effective as of the date set forth in the written notice.

2. All other terms and conditions of the Agreement not specifically amended or modified herein shall remain in full force and effect. All capitalized terms contained herein shall have the meanings attributed to them in the Agreement unless specifically otherwise defined herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment by and through their duly authorized officers as of the date first written above.

**CITY**  
**CITY OF ST. HELENS**

**CONTRACTOR**  
**MASON, BRUCE & GIRARD, INC.**

By: 

By: Michael L. Lester  
Signed: 6/27/2024

Print Name: John Walsh

Print Name: Michael L. Lester

Title: City Administrator

Title: President

Date: June 28, 2024

Date: 06/27/2024

**City of St. Helens**  
*Consent Agenda for Approval*

**CITY COUNCIL MINUTES**

Presented for approval on this 16<sup>th</sup> day of July, 2024 are the following Council minutes:

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2024

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- Work Session, Executive Session, Public Hearings, and Regular Session Minutes dated June 5, 2024
- Special Session Minutes dated June 12, 2024
- Special Session Minutes dated June 17, 2024

**After Approval of Council Minutes:**

- Scan as PDF Searchable
- Make one double-sided, hole-punched copy and send to Library Reference
- Minutes related to hearings and deliberations get copied to working file
- Save PDF in Minutes folder
- Update file name & signature block on Word document & copy Word document into Council minutes folder in Shared Drive
- Upload & publish in MuniCode
- Email minutes link to distribution list
- Add minutes to HPRMS
- Add packet and exhibits to HPRMS
- File original in Vault
- Update minutes spreadsheet



# COUNCIL WORK SESSION

Wednesday, June 05, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
Council President Jessica Chilton  
Councilor Mark Gundersen  
Councilor Russell Hubbard - arrived at 2:17 p.m.  
Councilor Brandon Sundeen

### STAFF

John Walsh, City Administrator	Suzanne Bishop, Library Director
Kathy Payne, City Recorder	Gloria Butsch, Finance Director
Lisa Scholl, Deputy City Recorder	Bill Monahan, Contracted City Attorney
Jacob Graichen, City Planner	Matthew Kahl, Contracted City Attorney

### OTHERS

Stephanie Patterson	Don Patterson	Ron Trommlitz	Hannah Woods
Bill Eagle	Claudia Eagle	Nancy Whitney	Jenni Gilbert
Steve Topaz	Jay Tappan	Brady Preheim	Julie Pelletier
Chris Rich	Jane Garcia	Diana Weiner	Margaret Trenchard-Smith
Jennifer Massey	Michelle	Adam St. Pierre	AI
Jenn	Mitz	Matthew, CCMH	Claire Catt
Erin Salisbury	Marci Sanders	MM	

### CALL WORK SESSION TO ORDER – 2:00 p.m.

### VISITOR COMMENTS

- ◆ Nancy Whitney. Ms. Whitney said she did not understand why the Council was questioning the Event Coordinator's contract renewal, describing how E2C had brought more money into the city than this Council or any previous council. She asked if the Council was aware of Portland being sued for fees added to utility bills and if the Council would add \$35 to the water bill before or after the election. She was offended by the Council considering eliminating public comment at its meetings.

Mayor Scholl explained the Council had discussed moving the public comment period to the regular session agenda rather than during the work session.

- ◆ Margaret Trenchard-Smith. Ms. Trenchard-Smith, speaking on behalf of the Kiwanis Club of which she was President-Elect, addressed their service organization's efforts supporting children and families in the community for almost 100 years and the work they do to raise funds including during the Children's Fair and Spirit of Halloweentown. She was concerned about how their work would change if the City's Event Coordinator changes and a new model were considered where the Club's volunteers would be redefined as workers and paid as individuals, explaining why the Club preferred to continue as before with the Club being compensated for the volunteer hours of its members. She asked the Council to clarify the matter.

- ◆ Ron Trommlitz. Mr. Trommlitz addressed the 2 million-gallon (2MG) Water Reservoir on Pittsburg Road, its leaking, the Council now facing the decision of abandoning the reservoir or using an alternate reservoir site, and John Walsh's leadership administration failure which needed to change. The City was seeking \$10 million in grants to replace the reservoir, and those issuing the grants should review the history of the 2MG reservoir. The City should not need grants for its operation. The delays had led to increasing costs. Honesty and transparency were missing.
- ◆ Bill Eagle. Mr. Eagle, Kiwanis Club Secretary, noted that all the money the Club earned during Spirit of Halloweentown stayed within the community. He asked the Council to take the Club's concerns about the new model into consideration.

Mayor Scholl asked was there a part of the Request for Proposal (RFP) process where the Kiwanis Club would not be included. Mr. Walsh replied he was not aware of anything, noting they are paid differently in the proposed contract.

- ◆ Julie Pelletier. Ms. Pelletier who performed at Spirit of Halloweentown with the Witches of St. Helens Dance, said they were in support of keeping E2C and Tina as the Event Coordinator, sharing her background of four years with the Fair Board planning a local event.
- ◆ Brady Preheim. Mr. Preheim pointed out the people who came for public comment in the afternoon were not necessarily the same as the ones who come at night. With only four meetings a month, it would not be too much to ask to keep public comment during both meetings. He renewed his objection to the RFP process. Hardly anyone on the review committee was qualified to consider. The City should use a special contractor to evaluate the RFPs. He explained why Jenni Gilbert should be eliminated from the process, as she had posted comments on social media about Tina and E2C. He submitted copies of screenshots into the record.

Councilor Hubbard arrived at 2:17 p.m.

- ◆ Diana Weiner. Ms. Weiner encouraged the Council to create an advisory board for tourism, explaining why.
- ◆ Steve Topaz. Mr. Topaz addressed how during his time on the Council, John Walsh and the Recorder had decided not to put on the agenda items he submitted to the Recorder to be added, suggesting the Council remove the certified two Recorders, as they took an oath to follow state law which they violated when they refused to post the item he wanted. He asked Mayor Scholl to read aloud if he had the time The Philosophy of Good Society.

Mayor Scholl pointed out that he reviewed every single agenda. He did not remember the incident Mr. Topaz referenced, but he was sure he was at fault, as he was not perfect.

- ◆ Steve Toschi. Mr. Toschi explained provisions in the Event Coordinator contract that would require the event planner to identify each person that worked the event and how much each person made. Paying it to service organizations was a questionable practice. The City should deal with a contractor that could bring a service to the city, and the City should stay as far away from getting into the tourism business as possible, maintaining a model of a contractor who could handle the business and the finances.
- ◆ Adam St. Pierre. Mr. St. Pierre thanked the Council for following through with the Event Coordinator RFP which had to be put out along with a contract because John Walsh did not do his job and follow through in a timely fashion. The Council needed to make sure the contract that

came out with the RFP would be what actually got enacted. He believed every person on the selection committee had some type of bias.

Mayor Scholl thanked the Kiwanis for their service and attending the meeting.

## **DISCUSSION TOPICS**

### **1. Library Board Annual Report - *Diana Wiener***

Library Board Member Diana Wiener presented the annual report via PowerPoint, a copy of which was included in the archive packet for this meeting. Key items highlighted were as follows:

- The officers and members of the Library Board.
- The 2023-2028 Strategic Plan and City Work Plan.
- The Board's goals.
- FY 2024 highlights.
- Resources the library provided.
- The library's databases.
- The library staff and volunteers.
- Friends of St. Helens Public Library.
- Open hours and visits data.
- The solar panel microgrid project.
- Looking at the year ahead.
- Behind the scenes images of the library staff.
- Strategic Plan Goals 1-3.

### **2. Planning Commission Annual Report - *City Planner Jacob Graichen***

City Planner Jacob Graichen presented the annual report, covering activities from June 2023 to May 2024, a copy of which was included in the archive packet for this meeting. Key items highlighted included the Commission's number of meetings and public hearings, Planning Director decisions, discussion items, architectural reviews, proactive items, future projects/plans, and what the Council could do to support the Commission.

### **3. Review of Proposed Changes to Planning Fees - *City Planner Jacob Graichen***

City Planner Graichen reviewed the proposed changes to the Planning Department Fee Schedule, a copy of which was included in the archive packet for this meeting. The proposed changes would increase most fees by 3.6 percent and were on tonight's agenda for approval. If the resolution were approved, the changes would go into effect July 1. He described the fee items different from the roughly 3.5 percent increase: the Historic Resource Review, notice fee, a referral, temporary use permit for food carts/trucks and pods, and time extensions. He confirmed all the fees were increasing.

Mayor Scholl recalled the last time the Planning fees increased, a contractor spoke to the Council and asked what the Council was doing. Mr. Graichen noted this time the increase was more modest.

He clarified the City decided referrals, and the referred projects would pay the referral fee. The referral was typically at his discretion. Council President Chilton was concerned, as the practice did not seem fair. He explained how sometimes people wanted to go to the Planning Commission as a strategy.

### **4. Review Proposed Amendments to Development Code - *City Planner Jacob Graichen***

City Planner Jacob Graichen presented the proposed Development Code amendments, a copy of which was included in the archive packet for this meeting, noting some of the amendments the Council had discussed previously. Key items highlighted included:

- Modifying the multi-family development rules that in some places units could be detached.
- Provisions regulating Measure 109 legalizing psilocybin under the land use laws.
- Aligning the Code with the manufactured home rules.
- Aligning the Code with the rules expanding childcare facilities to non-residential areas.

- Reexamining validity periods such as approved land use permits and planned development overlays.
- Adding single-room occupancies to the list of needed housing.
- Housekeeping and scrivener error items including proposing a five-year delay to do a 20 percent reduction to the setback when a home had been there for a while and the owner wanted to do an addition.
- Changes by zoning district.
- Special notice considerations when a rule could potentially affect the value of property.

He added recent discussions with Columbia Community Mental Health (CCMH) and possibilities along their campus to meet their goal regarding Senate Bill 8 concerning affordable housing on non-residential land and House Bill 2916 regarding transitional housing within the Urban Growth Boundary were not mentioned in the memo in the packet and would be brought back to the Council.

He clarified regarding the setbacks with the modification to multi-family development rules, some stipulations were already in place with the duplex rules.

Mayor Scholl noted City Planner Graichen always made sure there were 1.5 parking spaces per unit. The Council discussed infrastructure needs for each unit which concerned Council President Chilton. City Planner Graichen acknowledged two parties on a lot could share a water meter, etc.

Mayor Scholl explained why he did not like the five-year delay to do a 20 percent reduction to the setback. Mr. Graichen said the period of the delay could change through the public hearing process of the amendments. Mayor Scholl clarified he did not believe a year's delay would be more appropriate.

#### **5. Review of Proposed Utility Rates Changes - Finance Director Gloria Butsch**

Finance Director Gloria Butsch reviewed the proposed rate adjustments for water, sewer, and storm (memo included in the meeting packet) based on the rate study performed by Steve Donovan of Donovan Enterprises. The City would budget to have a refreshed rate study in FY2026. For this year, the total increases between all three utilities would be a \$3.76 per month to the average residential utility bill. This item was on tonight's regular meeting agenda for approval.

Mayor Scholl noted the increases were for the Water, Sewer, and Storm Master Plans.

#### **6. Utility Bill Leak Adjustment Request for 555 Commons Drive (Columbia River Foursquare Church) - City Administrator John Walsh**

City Administrator John Walsh presented the leak adjustment request for Foursquare Church, a copy of which was included in the archive packet. The church's typical bill was about \$450. The bill in question was \$2300. All the leak repair receipts were in order, and the request was on tonight's agenda for approval.

#### **7. Discussion regarding Proposals Received for Special Event Coordination and Management Services - City Administrator John Walsh**

City Administrator Walsh explained his role in handling the proposals after hearing criticism that he was too close to the process.

Attorney Matthew Kahl reported that the evaluation process was not complete at this time. It would need to go back to the evaluation committee for further review to then be brought back before the Council for discussion either at a special meeting or the next regular meeting.

He clarified the scoring of the proposals was not complete and that the attorneys were still in the process of making sure everything was scored in accordance with the provisions of the RFP and the Public Contracting Code.



City Administrator Walsh said the Council could have a coordinating call after the meeting to understand what the shortcomings were.

### **8. Report from City Administrator John Walsh**

City Administrator Walsh stated he was offended by the public comment about the City Recorder and Deputy City Recorder, both of whom were appreciated. Highlights of his report were as follows:

- He addressed the construction downtown with three contractors at work.
- Citizens Day in the Park would be held June 22, and the logistics were coming together.
- The film crew filming downtown was just about wrapped up.
- The Columbia View Park project was underway. The stage in the park was completely rotten. The City asked the contractor for a price to bring the stage up to grade level with a gravel pad.
- Project Arcadia was moving forward at the mill, and meetings and check-ins were going well.
- The electrical upgrades at McCormick Park were completed with Columbia River PUD's help.
- He addressed several big decisions on tonight's agenda involving Budget issues including losing several positions and using one-time revenues to balance the Budget.
- The City met with its community partners this week for an extreme weather meeting to respond to people in need. For the most part, the City's public facilities and the Senior Center's assets were being considered for warming and cooling.
- Public hearings will be held for the Budget tonight.
- Tonight's meeting includes an Ordinance to allow alcohol in McCormick Park. The OLCC permit will not be done in time for 13 Nights on the River.
- He opened a discussion on the governance and oversight of the tourism and event management program, addressing the history of the City's tourism and events since he started working for St. Helens. He added the Council might want to consider re-enacting the Tourism Committee.

Council President Chilton believed re-enacting the Tourism Committee was a good idea and that tourism had grown too much for the City Administrator to handle among all his tasks. City Administrator Walsh described all of his current responsibilities.

Council President Chilton asked for the Tourism Committee to be on the next agenda for discussion. City Recorder Payne would provide the current Code on the Tourism Committee to the Council.

Mayor Scholl recalled his understanding of the contention on the Tourism Committee that resulted in its being repealed.

### **ADJOURN – 3:47 p.m.**

### **EXECUTIVE SESSION**

- Real Property Transactions, under ORS 192.660(2)(e)
- Consult with Counsel/Potential Litigation, under ORS 192.660(2)(h)

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor

# City of St. Helens

## CITY COUNCIL

Executive Session Summary

June 5, 2024

**Members Present:** Rick Scholl, Mayor  
 Jessica Chilton, Council President  
 Mark Gundersen, Councilor  
 Brandon Sundeen, Councilor  
 Russell Hubbard, Councilor

**Staff Present:** John Walsh, City Administrator  
 Kathy Payne, City Recorder

**Others:** William Monahan, City Attorney with Jordan Ramis PC (via Zoom)  
 Jeff Yarbor, Realtor (in person from 3:57 - 4:37 p.m.)



At 3:57 p.m., Mayor Scholl opened the Executive Session pursuant to the ORS numbers listed below and then gave Council roll call. Other than Labor Negotiator Consultations, representatives of the news media, designated staff, and other persons as approved shall be allowed to attend the Executive Session. All other members of the audience are asked to leave the Council Chambers. Representatives of the news media were specifically directed not to report on or otherwise disclose any of the deliberations or anything said about these subjects during the executive session, except to state the general subject of the session as previously announced. No decision may be made in executive session. Any person in attendance, including the news media, who has a recording device is directed to turn it off.

- **Real Property Transactions, under ORS 192.660(2)(e)**
  - Update on the potential sale of the Millard Road property.
  - Update on the potential purchase/lease of 18<sup>th</sup> Street property for New Public Safety Facility.
  - Update on Project Arcadia at the St. Helens Industrial Business Park.
  - Update on the reservoir replacement project and the possibility of acquiring property on Sykes Road to locate the new water reservoir.
- **Consult with Legal Counsel/Litigation, under ORS 192.660(2)(h)**
  - Update on litigation filed by St. Helens Assets LLC.

The Executive Session was adjourned at 4:53 p.m.



ATTEST:

\_\_\_\_\_  
 Kathy Payne, City Recorder

\_\_\_\_\_  
 Rick Scholl, Mayor

*An audio recording of this meeting is archived at City Hall.*



# COUNCIL PUBLIC HEARING

Wednesday, June 05, 2024

## APPROVED MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
Council President Jessica Chilton  
Councilor Russell Hubbard  
Councilor Brandon Sundeen

### MEMBERS ABSENT

Councilor Mark Gundersen

### STAFF PRESENT

John Walsh, City Administrator  
Kathy Payne, City Recorder  
Lisa Scholl, Deputy City Recorder  
Gloria Butsch, Finance Director  
Jenny Dimsho, Associate Planner/Community Development Project Manager

### OTHERS

Brady Preheim  
Steve LeSollen  
Ginny Carlson

### OPEN PUBLIC HEARING – 6:25 p.m.

#### TOPIC

1. Fiscal Year 2023-24 Supplemental Budget

#### PUBLIC COMMENT

- ◆ Ginny Carlson. Expressed concerns about rate increases taking money away from groceries and the ability to support local businesses. She hopes they are good stewards and mindful of money. Rates never go back down and people don't recover.

### CLOSE PUBLIC HEARING – 6:27 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

\_\_\_\_\_  
Rick Scholl, Mayor



# COUNCIL PUBLIC HEARING

Wednesday, June 05, 2024

## APPROVED MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
Council President Jessica Chilton  
Councilor Russell Hubbard  
Councilor Brandon Sundeen

### MEMBERS ABSENT

Councilor Mark Gundersen

### STAFF PRESENT

John Walsh, City Administrator  
Kathy Payne, City Recorder  
Lisa Scholl, Deputy City Recorder  
Gloria Butsch, Finance Director  
Jenny Dimsho, Associate Planner/Community Development Project Manager

### OTHERS

Brady Preheim  
Steve LeSollen  
Ginny Carlson

### OPEN PUBLIC HEARING – 6:35 p.m.

#### TOPIC

1. Fiscal Year 2024/2025 State Revenue Sharing & Budget

#### PUBLIC COMMENT

- ◆ Brady Preheim. Agreed with comments made at a previous meeting regarding St. Helens police being the highest paid agency in the state. He did his own checking and found it is true when you factor in overtime. The police levy failed and he does not want to see the fee added to the utility bill. He supports a levy, and suggests they remove the fee from the utility bill and go back out for a levy. He does not think they need a new police station. There are other options to consider, such as a remodel and added storage, shared space with the Sheriff’s Office, etc. Wayne Weigandt may consider a trade but does not want to sell his property due to capital gains.

### CLOSE PUBLIC HEARING – 6:39 p.m.

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

Kathy Payne, City Recorder

Rick Scholl, Mayor



# COUNCIL REGULAR SESSION

Wednesday, June 05, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
 Council President Jessica Chilton  
 Councilor Russell Hubbard  
 Councilor Brandon Sundeen

### MEMBERS ABSENT

Councilor Mark Gundersen

### STAFF PRESENT

John Walsh, City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl, Deputy City Recorder  
 Gloria Butsch, Finance Director  
 Jenny Dimsho, Associate Planner/Community Development Project Manager

### OTHERS

Brady Preheim	Hannah Woods
Steve LeSollen	Jenni Gilbert
Ginny Carlson	Patrick Birkle
Stephanie Patterson	Adam St. Pierre
Don Patterson	

### CALL REGULAR SESSION TO ORDER – 7:00 p.m.

### PLEDGE OF ALLEGIANCE

### VISITOR COMMENTS – *Limited to three (3) minutes per speaker*

- ◆ Ginny Carlson. She was on City Council during the time they could not get volunteers or even pay someone to do 13 Nights on the River. At that time, she found out that Octoberfest in Mt. Angel had given over \$3.5 million to nonprofit organizations by partnering with them. They have since been able to do that here. The community benefits from nonprofits fundraising at these events.
- ◆ Brady Preheim. He agrees with Adam's comments made earlier today that everyone is biased on the tourism selection committee. He read Jenni Gilbert's comments (a copy of which was distributed to the Council during the Work Session and is included in the archive packet for that meeting) about the current event coordinator. Jenni referred to the coordinator as being sub-par, unprofessional, operating illegally, and had hopes for many applications with the ability to operate a suitable tourism program. That person should not be part of the selection committee. Her responses should be withdrawn or be subject to legal action.

Mayor Scholl pointed out that Councilor Gundersen has been excused from tonight's meeting.

- ◆ Patrick Birkle. He watched the afternoon Work Session and heard City Administrator Walsh address the attack against the City Recorders. He does not agree with those kinds of attacks on public servants doing their jobs. He only saw professional work by them during the time he served on City Council. He encouraged Council to not remove public comments from work sessions. He commended the Council on following through with the Event Coordination RFP process. He is not going to undermine the integrity of the evaluation committee members.
- ◆ Adam St. Pierre. Addressed the RFP process. Each councilor chose a member to be part of the evaluation committee. There was another delay tactic this afternoon that looks bad. They need to get this done. Someone needs to address the problem.
- ◆ Jenni Gilbert. Reminded the Council that the RFP says no one should intimidate or harass evaluation committee members. There was discussion during the Budget Committee meeting about tourism with a lot of questions presented. City Administrator Walsh needs to get people under control since that was specifically included in the RFP.

## EMERGENCY ORDINANCE

1. **Ordinance No. 3301:** An Ordinance Amending St. Helens Municipal Code Chapter 8.24.120 and 8.24.200 Regarding Alcohol in City Parks, Specifically in McCormick Park, and Declaring an Emergency

Mayor Scholl read Ordinance No. 3301 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Ordinance No. 3301 and declare an emergency. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard; Nay: Councilor Sundeen

Motion failed due to one nay.

Councilor Sundeen voted no due to it being an inconvenience and not an emergency.

Councilor Hubbard verified that it would still have to follow OLCC rules.

Mayor Scholl explained declaring it an emergency allows the approval in one single reading. Alcohol sales provide the largest fundraising opportunity for 13 Nights on the River.

Mayor Scholl read Ordinance No. 3301 by title again. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Ordinance No. 3301 and declare an emergency.

Discussion.

Councilor Sundeen pointed out that this could have been done a month ago and then it wouldn't have been an emergency. Mayor Scholl agreed and reminded him that a lot has been going on.

**Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

## GENERAL RESOLUTIONS

2. **Resolution No. 2005:** A Resolution Authorizing an Interagency Agreement for Reimbursement of Materials and Services for Activities Relating to Preparation, Adoption, and Implementation of the St. Helens Urban Renewal Plan

Mayor Scholl read Resolution No. 2005 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to adopt Resolution No. 2005. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

### 3. PUBLIC COMMENT - Increase in Planning Department Fees

No comments.

**Resolution No. 2013:** A Resolution of the St. Helens City Council to Set Planning Department Fees

Mayor Scholl read Resolution No. 2013 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Resolution No. 2013.

Discussion.

Council President Chilton does not like to raise fees, but she respects the Planning Division and their need to cover their cost.

**Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Sundeen; Nay: Councilor Hubbard

### FY 2023/2024 BUDGET RESOLUTIONS

#### 4. Resolution No. 2006: A Resolution of the Common Council of the City of St. Helens, Oregon, Adopting and Appropriating Funds for a Supplemental Budget for Fiscal Year 2023-2024

Mayor Scholl read Resolution No. 2006 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Resolution No. 2006.

Discussion.

Council President Chilton requested clarification of the changes. Finance Director Butsch explained the reasons for all three resolutions.

- Resolution No. 2006 – When the budget was adopted, there was not a category for capital outlay. When the City purchased the property on Kaster Road, that is considered capital outlay, and it transfers what was appropriated from another category and puts it into a capital outlay category. It still balances and is not additional money being spent.
- Resolution No. 2007 – To appropriate grants that were not anticipated at the time the budget was created. It was needed to expend those grant funds.
- Resolution No. 2008 – Referred to exhibit 'A.' Takes appropriation from one category to another to balance all the categories. It is not additional spending.

**Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

#### 5. Resolution No. 2007: A Resolution of the Common Council of the City of St. Helens Authorizing a Transfer of Appropriations for Fiscal Year 2023-2024

Mayor Scholl read Resolution No. 2007 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Resolution No. 2007. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

#### 6. Resolution No. 2008: An Appropriations Resolution of the Common Council of the City of St. Helens for FY2024

Mayor Scholl read Resolution No. 2008 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to adopt Resolution No. 2008. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

### FY 2024/2025 BUDGET RESOLUTIONS

#### 7. Resolution No. 2009: A Resolution of the City of St. Helens Declaring the City's Election to Receive State Revenues

Mayor Scholl explained that this allows them to accept State Revenues.

Mayor Scholl read Resolution No. 2009 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Resolution No. 2009.

Discussion.

Councilor Sundeen asked for clarification of the memo. Butsch explained that the memo refers to Resolution No. 2010.

**Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

**8. Resolution No. 2010:** A Resolution of the Common Council of the City of St. Helens, Oregon Adopting Budget, Making Appropriations, and Levying and Certifying Taxes for the Fiscal Year Beginning July 1, 2024

Mayor Scholl read Resolution No. 2010 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Resolution No. 2010.

Discussion.

Council President Chilton referred to the memo in the packet and asked how it affects this resolution. Finance Director Butsch explained the reductions are based on the General Fund. The failure of the police levy reduces the revenue and expenditures for the Police Department. Management discussed reducing IT and Parks Administration to half-time. It should not affect any expenditures or appropriations in the resolution. They are still discussing the IT position. Council President Chilton expressed confusion since it is in the memo but not the resolution. Butsch said IT and Parks Administration are both part-time in the budget. Councilor Sundeen was also surprised by that change. He pointed out that the Budget Committee recommended an additional \$15 public safety fee and asked if that was included. Butsch said no. They need to give public notice and the opportunity to comment.

**Vote:** Yea: Mayor Scholl, Councilor Sundeen; Nay: Council President Chilton, Councilor Hubbard

Motion fails.

Butsch requested direction on how to proceed to adopt a budget. If they don't have a budget by the end of the fiscal year, they will have to shut down. They can't spend money without an approved budget.

Mayor Scholl thought the IT concerns had been discussed. Council President Chilton did not feel there was a resolution nor were they included in the discussion. Who will be doing the work of IT and Parks Administration? City Administrator Walsh said they will be discussing operational issues tomorrow. Council President Chilton is frustrated that they are expected to vote yes but they don't know what they're voting yes for. Walsh and Butsch explained that it's neutral in the budget. Council President Chilton suggested that it should have been left out of the memo. Butsch agreed.

Mayor Scholl re-read Resolution No. 2010 by title. **Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to adopt Resolution No. 2010. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

**9. Resolution No. 2011 -** A Resolution of the St. Helens City Council, Establishing the City Employee Compensation Schedule for Fiscal Year 2024-2025

Mayor Scholl read Resolution No. 2011 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Resolution No. 2011. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

**10. PUBLIC COMMENT - Increase in Utility Rates**

No comments.

**Resolution No. 2012:** A Resolution to Establish Water, Sewer, Storm Drainage Utility Rates and Charges, and Administrative Rules



Mayor Scholl read Resolution No. 2012 by title. **Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to adopt Resolution No. 2012. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Sundeen; Nay: Councilor Hubbard

### **APPROVE AND/OR AUTHORIZE FOR SIGNATURE**

11. First Amendment to ORPD Local Government Grant Program Agreement for St. Helens Riverwalk Phase I
12. Agreement with the State of Oregon for the St. Helens Scappoose Refinement Trail Project
13. Agreement with Columbia County for the St. Helens Scappoose Refinement Trail Project
14. Agreement with Scappoose for the St. Helens Scappoose Refinement Trail Project

**Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '11' through '14' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

### **CONSENT AGENDA FOR ACCEPTANCE**

15. Library Board Minutes dated April 8, 2024
16. Parks and Trails Commission Minutes dated April 8, 2024
17. Planning Commission Minutes dated April 9, 2024
18. Urban Renewal Agency Budget Committee Minutes dated January 5, 2022

**Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to approve '15' through '18' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

### **CONSENT AGENDA FOR APPROVAL**

19. Utility Bill Leak Adjustment Request for 555 Commons Drive (Columbia River Foursquare Church) in the Amount of \$2,680.15
20. City Council Minutes dated April 10, April 17, May 9, and May 14, 2024
21. Animal Facility Licenses
22. Accounts Payable Bill Lists

**Motion:** Motion made by Council President Chilton and seconded by Councilor Sundeen to approve '19' through '22' above. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

### **WORK SESSION ACTION ITEMS**

#### **Next Steps for Event Coordinator RFP**

City Administrator Walsh reported that the attorney pointed out a problem with the score sheets and it needed to be pulled off the agenda. Does the Council want to have a special meeting or wait? Consensus of Council to have a special meeting. Walsh will report back when he hears back from the attorney.

Councilor Sundeen requested a summary in the future when they are tasked with scoring RFPs.

### **COUNCIL MEMBER REPORTS**

Council President Chilton reported...

- It was recently brought to her attention that there were internal decisions made to cut or potentially lay off a staff member. That position was not discussed during the Budget Committee meetings nor was it related to ARPA funding. She encouraged the person to talk about the cut but they chose not to. To be transparent, she shared that she was not part of the discussion nor the decision. She supports City staff and does not want them to be uncomfortable or uncertain about their jobs.

Councilor Sundeen reported...

- Agreed with Council President Chilton. He understands they don't need to be involved in all the decision making, but it's embarrassing when people in the community knew this before him. It would be beneficial to have the information or be part of the process in the future.
- Grateful for the Kiwanis members who showed up today. It was never his intention to cut ties with service organizations. He hopes they can move forward working with them.
- Interested in having a Tourism Committee again. He hopes they can learn from past mistakes and move forward in a positive direction.
- Citizens Day in the Park, June 22 in McCormick Park. There are still lots of opportunities to volunteer.
- 4th of July activities at McCormick Park.
- Would like to reconsider public comments at Work Sessions. It can be intimidating to speak in front of people. He would be more inclined to limiting it to 15 minutes.

Discussion ensued about public comments during Work Sessions.

**Motion:** Motion made by Councilor Sundeen and seconded by Council President Chilton to continue to allow public comments at Work Sessions. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Hubbard, Councilor Sundeen

- Would like to investigate Council compensation and determine if the current model is still appropriate. They are among the highest paid in the State. There are other ways to compensate, such as cell phones, insurance plans, and some don't have anything.

Councilor Hubbard reported...

- Would like to see the RFP be completed and move on.

### **MAYOR SCHOLL REPORTS**

- Good to see Kiwanis here.
- Looking forward to the parade on June 15.
- Music in McCormick Park tomorrow.
- No 4th of July activities downtown due to the construction. Fireworks are only allowed over the river.
- The downtown movie filming is only 150-200 people, compared to thousands who come for 13 Nights on the River and 4<sup>th</sup> of July. The movie also brings in revenue for the community.
- They deserve a nice waterfront and need to allow them to finish construction.
- Citizens Day in the Park is on June 22.
- Agreed that a Tourism Committee is a good idea.

### **OTHER BUSINESS**

**ADJOURN – 7:54 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

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Kathy Payne, City Recorder

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Rick Scholl, Mayor



# COUNCIL SPECIAL SESSION

Wednesday, June 12, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

Mayor Rick Scholl  
 Council President Jessica Chilton  
 Councilor Mark Gundersen  
 Councilor Russell Hubbard  
 Councilor Brandon Sundeen

### STAFF

John Walsh, City Administrator  
 Kathy Payne, City Recorder  
 Lisa Scholl, Deputy City Recorder

### OTHERS

Don Patterson	Stephanie Patterson	Judy Thompson
Haley Starkey	Jenni Gilbert	Jennifer Shoemaker
Jane Garcia	Jen Massey	Jim Coleman
Natasha Parvey	M. Ponce	Brady Preheim
Julie Pelletier	Hannah Woods	

### CALL SPECIAL SESSION TO ORDER – 6:30 p.m.

### DISCUSSION TOPICS

#### 1. Review Scores for Responsive Proposals Received for Special Event Coordination and Management Services

Mayor Scholl reviewed the final scores. He thanked everyone for being part of the process.

- Cascadia Glamping – 82.8
- Angela Wayman – 61.05
- Treadway Events & Entertainment – 79.25
- E2C Corp. – 67.1

Discussion of next steps. Consensus to interview the top two, which will include a presentation and interview questions. Mayor Scholl noted for the record that they should include E2C in the interviews based on their experience and the pricing on the others being very low.

Presentation/interview question ideas:

- How they plan to support local nonprofits
- What they envision for an event, such as Spirit of Halloweentown

A special meeting was scheduled for Monday, June 17, after 6:00 p.m., allowing one hour for each presenter. With a flip of a coin, Treadway Events & Entertainment will go first and Cascadia Glamping will go second, followed by deliberation.

### OTHER BUSINESS

**ADJOURN – 6:44 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

\_\_\_\_\_  
Rick Scholl, Mayor



# COUNCIL SPECIAL SESSION

Monday, June 17, 2024

## DRAFT MINUTES

### MEMBERS PRESENT

- Mayor Rick Scholl
- Council President Jessica Chilton
- Councilor Mark Gundersen
- Councilor Russell Hubbard
- Councilor Brandon Sundeen

### STAFF

- John Walsh, City Administrator
- Kathy Payne, City Recorder
- Lisa Scholl, Deputy Recorder

### OTHERS

- |                  |                 |                   |                          |
|------------------|-----------------|-------------------|--------------------------|
| CC               | Kim Pederson    | M. Ponce          | Judy Thompson            |
| Rebecca Zienty   | Jim Coleman     | Charlene Bassine  | Kim/Cornelio Curiel      |
| Marci Sanders    | Jim             | Nicholas Hellmich | Margaret Trenchard-Smith |
| Guy Auker        | Tammy Maygra    | Don Patterson     | Stephanie Patterson      |
| Brandon Treadway | Brittany Hummel | B.B.              | Morgan DiGiallonardo     |
| Brady Preheim    | Tiffany B.      | Jane Garcia       | Robyn Toschi             |
| Steve Toschi     | Brittany Lapp   | Nathan Wallace    | Hannah Woods             |

### CALL SPECIAL SESSION TO ORDER – 6:30 p.m.

### INTERVIEWS FOR SPECIAL EVENT COORDINATION AND MANAGEMENT SERVICES - TOP TWO SCORING PROPOSALS

Discussion of additional questions.

Councilor Sundeen - Tell us about a time when something didn't go quite as planned and what you did to correct the situation.

Mayor Scholl – Tell us what you know about Spirit of Halloweentown and what it means to the community. City Administrator Walsh pointed out that a similar question is in there.

Walsh reported that there will be a presentation worth 50 points followed by questions with points. He was not part of the earlier scoring and will not be scoring tonight.

### Interview Questions:

1. Please tell us what you know about the City's current event programs...logistics, operations, revenue, and expenses. (10 points maximum)
2. Please explain how you feel your company is qualified to execute the events described in the RFP. Specifically, what is your plan to deliver on expectations of these established events and integrating your vision for the program? (10 points maximum)
3. How would you go about ensuring that local nonprofits benefit from the City's events program? (10 points maximum)

4. How do you envision developing a marketing strategy that ties into the City's communications program? (10 points maximum)
5. Please share your strategies to attract sponsors and manage event revenues and expenses. (10 points maximum)
6. Please share your strategies to manage vendors including fees, equity, and logistics. (10 points maximum)
7. What questions or concerns do you have regarding accepting this contract? (10 points maximum)
8. Do you have any questions for us? (10 points maximum)
9. Tell us about a time when something didn't go quite as planned and what you did to correct the situation. (10 points maximum)

**1. Treadway Events and Entertainment LLC, *Brandon Treadway, President***

Brandon Treadway and Brittany Hummel reviewed their presentation. A copy is included in the archive packet. A few highlights were:

- Provide fun, safe environments
- Work with nonprofits
- Work as a team player
- Full-service event services
- Reviewed current events in City and goals
- Reviewed marketing plan
- Listed organizations they have worked with
- Three full-time employees and then contract for other services
- Talked about their company
- Reviewed events they have done
  - Haunted house in Kelso
  - Haunted drive-in in Clark County
  - Suncadia harvest festival in Cle Elum
  - Cinco De Mayo Fiesta in Portland
  - Picnic in the Park at Fort Vancouver
  - Scappoose 100-year celebration
  - Mardi Gras themed party for Columbia Distributing

Responses to interview questions:

1. Referred to their presentation that listed the event details and budgets. They included as much information as they could find online.
2. The City's events are in scale with events they have done over the last nine years. They use software and file sharing to share information within their team. They envision Spirit of Halloweentown being more theatrical and will look at what can be added. They excel with themes, will analyze what's been done, and find out where the community wants to go.
3. A kickoff meeting would be held with local nonprofits and partners to understand goals, strengths, and interests, working with them to help raise funds. They could not find marketing that listed what nonprofits were involved, so would add that as a spotlight as well as sponsorship development.
4. First, they want to see what the communications program looks like. How involved is the City? They want the message to be cohesive and information available in one place.
5. All the packages need to be customizable. They have great corporate sponsors and would involve local businesses as well. Software would be used for tracking.

6. Utilize software to manage vendors, which allows them to send photos and give details. They make sure every vendor is over-informed. They are provided a vendor packet full of everything they need to know and follow-up emails.

7. Questions or concerns regarding accepting this contract:

- Are any committees in place for the event?

Council President Chilton said there was a Tourism Committee in the past and they are discussing bringing it back. Mayor Scholl added that it was put on the City Administrator and it's too much. He suggested re-forming that committee and having a council liaison.

- Who does the event coordinator report to?

Mayor Scholl said to the City Council.

- Could you clarify the method of funding for each event related expense? Are there out-of-pocket expenses for the contractor that are not reimbursed?

Walsh confirmed that the contractor is paid their fee and then responsible to produce the event and generate revenue. Expenses would come out of their pocket.

- How do they perceive the transition process for events that are already in the works, i.e. 13 Nights on the River after June?

Mayor Scholl said they will be discussing that at Wednesday's Council meeting. They want to continue it to support the community. There is a lot of local talent. Council President Chilton added that there are lot of corporate sponsors who want to see the events continue.

- What is the expectation of Spirit of Halloweentown due to construction?

Mayor Scholl said Strand Street could potentially be done by Halloween. The Plaza will be available. They also own and manage the haunted house, a store, alien museum, etc. Spaces could be reconfigured.

- Prior to accepting the contract, they would like to see the 2023 event budgets to see where the money went and determine if it's within their scope.

8. Questions for Council:

- Are there any confirmed sponsors as of right now?

Council President Chilton is unsure because they are not managing it. Mayor Scholl confirmed that he has heard from four who are interested.

- Are there any copyright infringement issues for Halloweentown?

Walsh said it's been resolved.

- How quickly would the event contract be approved? They will need to move quickly if they are selected.

Mayor Scholl said it can be approved fairly quick.

9. The second year producing the Scoops Ice Cream event in Seattle encountered 3.5-4-hour long lines. They had to be creative, adding staffing and signage. They also handed out pints of ice cream to people in lines. A post-event survey was distributed for feedback, which they do for almost all events. They also invited people to come back the second day or to a future event at no cost.

**Break: 7:14 - 7:25 p.m.**

## 2. Cascadia Glamping, Hannah Woods, Co-Founder & Event Director

Hannah Woods reviewed her presentation. A copy is included in the archive packet for this meeting. A few highlights were:

- Reviewed the history of their formation
- Active since 2022
- Core values are innovation, professionalism, client satisfaction, and sustainability
- Serve the entire west coast
- Increasing staff and production
- Three key staff members
- Focuses on community engagement, budget management, safety and logistics, and marketing
- Have seasonal rotating staff and contractors
- Uses event management software to organize events
- Have strong partnerships in the community
- Have done 24 successful events and have 13 upcoming this year
- Have a lot of positive impact feedback
- They know how important these events are to the community and tourism. They are promising a commitment to St. Helens and Columbia County to put economic growth, community spirit, and future outlooks first and foremost. A lot of people move away and then come back to raise their families here. People want events all year long.
- Commitment to being clear and concise

Responses to interview questions:

1. Being local, they are attendees of events. She worked at Big River Tap Room during Spirit of Halloweentown and understands how busy it gets. Communication with local businesses about impacts and street closures is important. They understand the nonprofit partnerships and the need for long-term planning. Revenues have been unclear but they understand they are responsible for expenses with talent, equipment, the boat, insurance, etc.

2. They are community members and participate as often as they can. They also have close working relationships with partners and local businesses. They can make the events successful in different ways. Communicating with local businesses and utilizing skill sets allows everyone to benefit.

3. Creating a wealth of opportunities for nonprofits to benefit and be successful. She talked about a partnership with Hudson Garbage for a recycling program for people to drop their cans and bottles and decide which nonprofit they want to support. There are opportunities to look at other parking areas to have various parking zones allowing multiple nonprofits to benefit.

4. The City already has a great newsletter and social media posts. They would work in conjunction with what's already being done.

5. Created a baseline set of packages. They want to make sure local businesses have the opportunity to sponsor by having smaller packages as well as larger corporate sponsorships. She talked about using software to track revenues and expenditures.

6. They are looking at tiered vendor fees to allow small local businesses the opportunity.

7. Hannah combined this question with the next one.

8. Questions for Council:

- Events that move the City to the next level of economic prosperity require broad community support. Community support provides a vested interest in the City's success. If they are selected, what tools will the City provide to help them operate openly to earn the community's trust?



Council President Chilton wants to see the Tourism Committee formed to oversee that. It would take the pressure off the City Administrator.

- She participated in the re-branding of Keep it Local and Columbia County. What level of County involvement are they comfortable with?

Council President Chilton feels that teamwork is important. However, it is important to focus on tourism and the contract at hand. Mayor Scholl agreed.

9. The area for a private music festival in Southern California flooded, making it difficult to get in and out. Because of their experience, they were able to transport everyone safely. It took an effort of the entire team to accomplish that.

### **PUBLIC COMMENT**

- ◆ Brittney Lapp. She is concerned about the Sand Island Sandcastle Competition in six weeks. The renowned carvers have been handpicked and a lot of preparation is needed. They need to know that agreements can be fulfilled. The proposals seem great, but she's concerned about the timing of their upcoming event. She is also involved with events on Sand Island during Spirit of Halloweentown. People enjoy it and come back. She has fallen in love with St. Helens and the events. Her life is put on hold for these events.

Mayor Scholl added that Brittney manages the event at Sand Island. World champion ice carvers and cake carvers come from all over the world to participate in the sandcastle competition. Council will discuss it on Wednesday and follow up with her.

- ◆ Guy Auker. He doesn't care about Spirit of Halloweentown, but people from all over the world come here. Reservations for airlines and hotels are already made to be here. Council is not giving a new company much time to prepare. If people come and are disappointed, word will get around. Whatever company selected will have to come up with a lot of money. Do they have the funds to start?
- ◆ Tammy Maygra. E2C has included the entire community to participate in events. People volunteer because of Tina. Without her, they will lose volunteers. Tammy disagrees with paying people to work and making responsible to donate to nonprofits. The other companies don't have a plan to include volunteers. E2C has the experience. This all started because a few people wanted the tourism money to fund their department. Now it will die because of jealousy. Council listened to false accusations and didn't correct them. Tourism is the only thing in the City that hasn't been a drain on the City. Council should focus on other problems and let Tina do her thing. The proposed Tourism Committee wouldn't know anything about running events. Council needs to put an end to the lies and do what's right.
- ◆ Nathan Wallace, Cub Master for Scouts. The decision made impacts them as they are one of the nonprofits who benefit from events as a vendor. They work with a lot of low-income families, turning introverts into extroverts, as well as teaching them about community, skills, and how to have fun. He hopes they continue to involve local nonprofits. They are already struggling and costs continue to rise. The kids are their future.
- ◆ Steve Toschi. There is a disparity between the finalists. One appears much more qualified than the other. The current contractor should have been part of the process. Businesses rely on tourism. They need someone with capacity and the ability to take it further. Treadway appears to have what it takes to handle the business but did ask about funding for events. The City made

it clear the contractor is responsible for that. Cascadia is a new company. They are new and do smaller events. The City needs someone who can deliver an internationally renowned event.

- ◆ Brady Preheim. The Request for Proposals (RFP) process was bogus. It was written by an attorney who had no idea of what the events would entail. The contract is for a micromanaged employee, not an independent contractor. Councilor Hubbard is biased with Main Street, Councilor Sundeen is enamored with Police and will do whatever they want, Council President Chilton is also beholden to the Police and willing to disparage a reputable company in public because she doesn't like the fact that they have the highest paid police in the State, and Jenni Gilbert is disqualified based on her public bias comments about Tina. What will the scores look like if they excluded those people? Main Street President Erin Salisbury has a longstanding feud with E2C about stealing their talent and then demanding a ransom to not interfere with Spirit of Halloweentown. Main Street wanted to help Hannah Woods replace Tina. Haley Starkey and Hannah went to the Dark Market and told them they plan to keep them on as an employee. That is corrupt. They have not released the scoring sheets but still want public comment on the process. He requested them four weeks ago and still hasn't received them. He wants to see whose scores are biased against Tina and who should be eliminated.
- ◆ Stephanie Patterson. She would be happy to answer any of the vendor questions. Big Foot is on board for sponsoring this year. The last 10 years with Tina have been great and should be celebrated.
- ◆ Morgan. She is not from here and represents the many people who come from far away. Spirit of Halloweentown is so important. Generations in her family watch the movies. It would be sad to see this event fall apart but would like to see it grow to more than just photo ops. In the past, you came because you were a fan of the movies. She would like to see more movie characters walking around, more food options, and explore the small businesses. A company is needed that can handle large crowds and space them out more.
- ◆ Margaret Trenchard-Smith, speaking as an individual. She respects and thanks the Council for their work. She doesn't understand the motive to replace Tina Curry. The proposed change is an injustice to Tina, who built Spirit of Halloweentown into an international festival. She makes Spirit of Halloweentown more fun and family friendly every year. It's a flagship for St. Helens. They should be thanking Tina, but she takes flak from naysayers and haters. No other contractor could replicate what she's done. Do people want to kill Spirit of Halloweentown? Would it retain its local authenticity without Tina? Tina was sensitive to nonprofits volunteering to earn funding for their programs. If their service organization is included in the future, individual members do not want to be paid. They want the club to be directly compensated. They all want to serve St. Helens and Columbia County.
- ◆ Judy Thompson. She appreciates the Council for making the interviews public and allowing public comment. She also agreed with Margaret's and Steve's comments. They had people from all over the world on their block for Nightmare on 4th Street. There is a huge disparity between the two candidates.

## DELIBERATIONS

Mayor Scholl agreed that this is a big event. It deserves the respect and thoughtfulness of the Council to make sure they get it right. Government is a slow process for transparency reasons. He hopes they're not rushing into something because they want something new.

## Council President Chilton...

- Appreciates that Cascadia Glamping has an understanding of the community.
- Appreciates how E2C has made the event into what it is today.
- Treadway has the experience with big events and theatrical elements, which will take it to the next level.

## Councilor Sundeen...

- Treadway
  - Seems to be ready to hit the ground running.
  - Have done events nearby and want to know what the community sees moving forward.
  - Concerned about other events also going at the same time. Hope they can give this event the attention it needs to be successful.
  - Likes that they will overinform vendors.
  - Asked good questions.
  - Liked the question about Disney. Wants to celebrate the movie as much as possible and expand from it.
  - Appreciates that they mentioned the ice cream festival, which he's heard concerns about.
- Cascadia Glamping
  - Impressed with them and appreciates their ideas.
  - Concerned that they don't have enough experience for what the City needs.
  - Appreciates that they want to elevate what already exists.
- Glad to hear they both plan to include nonprofits.

## Councilor Gundersen...

- Thanked them both for their presentations.
- They both bring different ideas to consider.

## Councilor Hubbard...

- Thanked them both for responding to the RFP.
- Treadway has been doing it for a long time.
- Cascadia is newer and can address more of what is needed locally.
- One is more corporate and one is more hands on.

## Mayor Scholl...

- Thanked them both for interviewing.
- Treadway has more experience for a world class event.
- They have built tourism to what it is now.
- Will continue to foster the relationships to be successful.
- St. Helens is recognized as a huge destination.
- The one event does a lot for this community and provides for all the events they're able to do. Fireworks will not bring revenue but benefits from Spirit of Halloweentown.
- Both responders are very passionate.
- Wants to give this a lot of thought and make a decision at Wednesday's meeting.
- They could go through the RFP process again.

Council President Chilton thinks they are ready to move to the next step. They should submit scores and announce the highest score at Wednesday's meeting. Mayor Scholl reminded them not to rush. Council President Chilton talked about either company being capable to doing the job. Mayor Scholl pointed out the unanswered questions, such as timing with multiple Halloween events. Council President Chilton suggested asking that question now.

Walsh pointed out that time is of the essence. Next steps: 1) Notice of intent to award; 2) Negotiation with contractor; and 3) Seven-day objection period, which makes the scoresheets and other information public.

**OTHER BUSINESS**

Review of scores:

	<b>Treadway Events &amp; Entertainment LLC</b>	<b>Cascadia Glamping</b>
Councilor Sundeen	134	131
Council President Chilton	132	120
Councilor Gundersen	140; experience	140; local
Councilor Hubbard	113	120
Mayor Scholl	121; very professional; lot of experience; qualified to do the job	66; inexperience; passed from question #7 to #8 and gave her a zero for that
<b>Totals</b>	<b>640</b>	<b>577</b>

**Motion:** Motion made by Council President Chilton and seconded by Councilor Gundersen for a notice of intent to be issued to Treadway Events & Entertainment LLC. **Vote:** Yea: Mayor Scholl, Council President Chilton, Councilor Gundersen, Councilor Hubbard, Councilor Sundeen

**ADJOURN – 8:48 p.m.**

Respectfully submitted by Lisa Scholl, Deputy City Recorder.

ATTEST:

\_\_\_\_\_  
Kathy Payne, City Recorder

\_\_\_\_\_  
Rick Scholl, Mayor

# Expense Approval Register

Packet: APPKT00996 - COURT AP 6.14.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
Pelascini, Gino Albert	INV0007116	06/07/2024	Bail Refund Pelascini, Gino Al...	100-000-20200	1,200.00
			<b>Fund 100 - GENERAL FUND Total:</b>		<b>1,200.00</b>
			<b>Grand Total:</b>		<b>1,200.00</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	1,200.00
<b>Grand Total:</b>	<b>1,200.00</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-000-20200	Court - Bail	1,200.00
<b>Grand Total:</b>		<b>1,200.00</b>

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	1,200.00
<b>Grand Total:</b>	<b>1,200.00</b>

# Expense Approval Register

Packet: APPKT01000 - AP 6.21.24



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
STEVEN LESKIN	00291	06/17/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00292	06/17/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00293	06/17/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN LESKIN	00294	06/17/2024	COURT ATTORNEY FEES	100-704-52019	200.00
CENTURY LINK	06.06.24 99231	06/17/2024	632B	100-712-52010	43.15
COLUMBIA COUNTY TREASU...	06.12.2024	06/17/2024	COUNTY ASSESSMENT	100-000-20900	476.71
COLUMBIA COUNTY TREASU...	06.12.2024	06/17/2024	JAIL ASSESSMENT	100-000-20900	68.72
COLUMBIA COUNTY TREASU...	06.12.2024	06/17/2024	CITY COURT COSTS DEDUCT...	100-000-36002	-54.54
OREGON DEPARTMENT OF R...	06.12.24	06/17/2024	STATE DUII CONVICTION FEE	100-000-20800	1,038.00
OREGON DEPARTMENT OF R...	06.12.24	06/17/2024	LEMLA	100-000-20800	5.00
OREGON DEPARTMENT OF R...	06.12.24	06/17/2024	STATE VIOLATION	100-000-20800	1,284.00
OREGON DEPARTMENT OF R...	06.12.24	06/17/2024	STATE DUII DIVERSION	100-000-20800	725.00
OREGON DEPARTMENT OF R...	06.12.24	06/17/2024	STATE	100-000-20800	11.00
OREGON DEPARTMENT OF R...	06.12.24	06/17/2024	STATE MISD	100-000-20800	200.00
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	150 S 13 ST POLICE STATION ...	100-705-52003	585.61
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	150 S 13TH ST- POLICE	100-705-52003	86.87
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	375 S 18TH ST COLUMBIA CE...	100-706-52003	886.48
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	162 MCMICHAEL ST - CAMPB...	100-708-52003	607.17
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	200 N 7TH ST - PARK	100-708-52003	36.67
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	475 S 18TH ST - MCCORMICK...	100-708-52003	696.08
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	475 S 18TH ST	100-708-52003	81.88
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	50 PLAZA SQ- PLAZA OUTLETS	100-708-52003	43.54
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	475 S 18TH ST	100-708-52003	31.01
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	475 S 18 ST METER 10220167	100-708-52003	80.00
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	475 S 18TH ST- MCCORMICK ...	100-708-52003	40.19
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	264 STRAND ST- COL VIEW P...	100-708-52003	29.49
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	200 N RIVER ST - GREY CLIFFS...	100-708-52003	60.56
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	299 N 6TH ST - PARKS	100-708-52003	36.36
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	264 STRAND ST- PARKS/ GAZ...	100-708-52046	45.42
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	265 STRAND ST. - DOCKS	100-708-52046	258.78
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	264 STRAND ST- COL VIEW P...	100-708-52046	29.51
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	2625 GABLE RD REC CENTER	100-709-52003	197.00
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	265 STRAND ST- CITY HALL ...	100-715-52003	144.88
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	265 STRAND ST- CITY HALL ...	100-715-52003	426.73
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	277 STRAND ST -	100-715-52003	36.67
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	275 STRAND ST- CITY HALL U...	100-715-52003	93.27
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	277 STRAND ST- CITY HALL U...	100-715-52003	69.07
TYLER TECHNOLOGIES INC	130-146646	06/17/2024	SERVER HOSTING	100-712-52006	7,178.44
MORE POWER TECHNOLOGY...	16193	06/17/2024	3-YEAR KASEYA UNIFIED BAC...	100-712-52019	788.00
MORE POWER TECHNOLOGY...	16286	06/17/2024	PREMIUM AGREEMENT MO...	100-712-52019	9,316.65
MORE POWER TECHNOLOGY...	16296	06/17/2024	3-YEAR KASEYA UNIFIED BAC...	100-712-52019	788.00
JORDAN RAMIS PC ATTORNE...	221182	06/17/2024	ST HELES ASSETS LLC LITIGAT...	100-715-52019	4,037.50
QWEST DBA CENTURYLINK A...	3263X204-S-24163	06/17/2024	5163X204S3	100-712-52010	80.33
COUNTRY MEDIA INC	700712	06/17/2024	PUBLIC NOTICE	100-707-52019	100.00
COUNTRY MEDIA INC	700714	06/17/2024	PUBLIC NOTICE	100-707-52019	500.00
COUNTRY MEDIA INC	702157	06/17/2024	PUBLIC NOTICE	100-710-52011	165.85
SHRED-IT C/O STERICYCLE INC	8007007470	06/17/2024	CITY HALL SHRED SERVICE	100-715-52001	183.43
SHRED-IT C/O STERICYCLE INC	8007330685	06/17/2024	CITY HALL SHRED SERVICE	100-715-52001	237.47
ENTERPRISE FM TRUST	FBN064152	06/17/2024	PLANNING FLEET	100-710-52097	451.21
ENTERPRISE FM TRUST	FBN064204	06/17/2024	CITY HALL FLEET	100-715-52097	7.00
ENTERPRISE FM TRUST	FBN5043305	06/17/2024	LEASE	100-705-52097	14,717.52
ENTERPRISE FM TRUST	FBN5043305	06/17/2024	MAINTENANCE	100-705-52098	618.00
ENTERPRISE FM TRUST	FBN5064192	06/17/2024	PARKS & REC FLEET	100-709-52097	532.97

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENTERPRISE FM TRUST	FBN5064215	06/17/2024	596107 BUILDING	100-711-52097	522.55
CARDINAL SERVICES INC	007482	06/20/2024	TEMPORARY EMPLOYMENT	100-708-52019	926.55
CARDINAL SERVICES INC	007702	06/20/2024	TEMPORARY EMPLOYMENT	100-706-52023	570.24
CARDINAL SERVICES INC	007702	06/20/2024	TEMPORARY EMPLOYMENT	100-708-52019	1,044.00
CARDINAL SERVICES INC	007702	06/20/2024	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	007702	06/20/2024	TEMPORARY EMPLOYMENT	100-709-52023	151.29
GLOBAL PAYMENTS	05.31.24	06/20/2024	BANK FEE FOR CARD TRANS...	100-707-52020	30,150.72
STEVE TOSCHI	06.20.24	06/20/2024	REFUND PUBLIC RECORDS D...	100-000-37004	20.00
SUNSET EQUIPMENT	106645	06/20/2024	TRACTOR DECK	100-708-52001	47.87
LEAGUE OF OREGON CITIES	12887	06/20/2024	WATER QUALITY OPERATOR I...	100-702-52014	20.00
LEAGUE OF OREGON CITIES	12888	06/20/2024	ENGINEER II JOB POSTING	100-705-52014	20.00
MORE POWER TECHNOLOGY...	16214	06/20/2024	RMS PROJECT C78-2023-1	100-705-52115	135,864.36
ORKIN	261949360	06/20/2024	PEST CONTROL POLICE	100-705-52023	190.99
ORKIN	261950492	06/20/2024	265 STRAND PEST SERVICE Cl...	100-715-52023	117.99
ORKIN	261950632	06/20/2024	265 STRAND PEST SERVICE Cl...	100-715-52023	192.99
ORKIN	261950679	06/20/2024	1810 OLD PORTLAND RD PES...	100-709-52023	192.99
ORKIN	261950680	06/20/2024	1810 OLD PORTLAND RD PES...	100-709-52023	104.99
ORKIN	267301773	06/20/2024	375 S 18TH ST LIBRARY	100-706-52023	150.00
QWEST DBA CENTURYLINK A...	3263X201-S-24166	06/20/2024	5163X201S3	100-712-52010	80.33
QUILL	38666526	06/20/2024	FILE JACKETS LEGAL	100-715-52001	143.98
STAPLES BUSINESS CREDIT	7000784251	06/20/2024	OFFICE SUPPLES	100-715-52001	218.17
SHRED-IT C/O STERICYCLE INC	8007396367	06/20/2024	POLICE DEPT SHRED SERVICE	100-705-52019	84.60
AXON ENTERPRISE INC	INUS253495	06/20/2024	BWC UNLIMITED EVIDENCE ...	100-705-52019	2,803.20
L.N CURTIS AND SONS	INV821320	06/20/2024	POLICE UNIFORMS	100-705-52002	1,058.90
ABC TRANSCRIPTION SERVI...	STH0624023	06/20/2024	TRANSCRIPTION-COUNCIL M...	100-702-52019	486.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>224,111.91</b>

**Fund: 201 - VISITOR TOURISM**

E2C	4535	06/20/2024	MONTHLY MARKETING TINA ...	201-000-52019	10,000.00
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>10,000.00</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

HUDSON GARBAGE SERVICE	14163707S046	06/17/2024	HAND WASH & SPECIAL EVE...	202-721-52019	487.00
MOORE SITE SERVICES LLC	24052	06/17/2024	MECHANICAL SUPPORT MILL...	202-722-52019	6,713.60
COUNTRY MEDIA INC	700713	06/17/2024	URA-UR1 NOTICE	202-721-52051	240.00
MOORE EXCAVATION INC	P-525 PAYMENT #16	06/17/2024	S 1ST & STRAND ROAD & UTI...	202-723-53102	377,735.43
DEPARTMENT OF ENVIRON...	WQSTM2402371	06/17/2024	RIVERWALK PROFESSIONAL S...	202-723-52055	1,527.76
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>386,703.79</b>

**Fund: 203 - COMMUNITY ENHANCEMENT**

CARDINAL SERVICES INC	007519	06/17/2024	TEMPORARY EMPLOYMENT	203-709-52028	655.46
CARDINAL SERVICES INC	007482	06/20/2024	TEMPORARY EMPLOYMENT	203-709-52028	2,951.85
CARDINAL SERVICES INC	007565	06/20/2024	TEMPORARY EMPLOYMENT	203-709-52028	252.02
CARDINAL SERVICES INC	007702	06/20/2024	TEMPORARY EMPLOYMENT	203-709-52028	2,455.87
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>6,315.20</b>

**Fund: 205 - STREETS**

COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	495 S 18TH ST - LIGHT SIGNAL	205-000-52003	57.90
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	2198 COLUMBIA BLVD - SIG...	205-000-52003	50.10
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	191 N MILTON WAY - SIGNAL	205-000-52003	45.03
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	1800 COLUMBIA BLVD - SIG...	205-000-52003	116.61
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	35320 SYKES RD	205-000-52003	44.17
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	1370 COLUMBIA BLVD.- FOU...	205-000-52003	48.93
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	58651 COL HWY GATEWAY A...	205-000-52003	36.70
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	265 STRAND ST	205-000-52003	3,708.27
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	191 N MILTON WAY- LANDS...	205-000-52003	36.59
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	715 S COLUMBIA RIVER HWY ..	205-000-52003	46.74
<b>Fund 205 - STREETS Total:</b>					<b>4,191.04</b>

**Fund: 305 - PARKS SDC**

ADVANCED EXCAVATING SPE...	24033-01	06/20/2024	P525A ST HELENS RIVERWALK	305-000-53902	320,668.90
<b>Fund 305 - PARKS SDC Total:</b>					<b>320,668.90</b>



Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 601 - WATER</b>					
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	35261 PITTSBURG RD- PW W...	601-731-52003	38.55
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	57500 OLD PORTLAND RD - ...	601-731-52003	47.98
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	62420 COLUMBIA RIVER HWY..	601-731-52003	174.71
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	1680 1 ST -	601-731-52003	2,038.37
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	2300 STRAND ST - WELL 2	601-731-52003	127.58
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	END OF KESTREL VIEW DRIVE	601-731-52003	106.53
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	1215 FOURTH ST - WFF	601-732-52003	4,447.36
COLUMBIA FEED AND SUPPLY	28202	06/17/2024	WEEDEATER	601-731-52001	701.94
LAWRENCE OIL COMPANY	CFSI-21284	06/17/2024	247752 WATER	601-732-52022	173.56
AVID TECHNOLOGIES LLC	40550	06/20/2024	SECURITY CAMERA REPLACE...	601-732-52019	1,840.00
AVID TECHNOLOGIES LLC	40550	06/20/2024	SECURITY CAMERA REPLACE...	601-732-53302	4,375.00
<b>Fund 601 - WATER Total:</b>					<b>14,071.58</b>
<b>Fund: 603 - SEWER</b>					
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	240 CLARK ST PUMP STATION	603-735-52003	36.67
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	451 PLYMOTH ST - WWTP L...	603-736-52003	2,018.50
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	451 PLYMOTH ST - WWTP L...	603-737-52003	2,018.48
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	169 S 4TH ST WATER FLOW ...	603-738-52003	43.23
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	110 S 4TH ST - PS 3	603-738-52003	43.85
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	240 MADRONA CT	603-738-52003	158.85
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	318 S 1ST ST- PS #1 8805564	603-738-52003	94.21
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	134 N 1ST- PS 2 8873519	603-738-52003	83.44
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	35120 MAPLE ST. - PS 11	603-738-52003	97.30
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	58791 58725 COL RIV HWY P...	603-738-52003	44.73
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	58360 OLD PORTLAND RD - P...	603-738-52003	192.22
CARDINAL SERVICES INC	007702	06/20/2024	TEMPORARY EMPLOYMENT	603-736-52023	29.09
CARDINAL SERVICES INC	007702	06/20/2024	TEMPORARY EMPLOYMENT	603-737-52023	29.09
<b>Fund 603 - SEWER Total:</b>					<b>4,889.66</b>
<b>Fund: 703 - PW OPERATIONS</b>					
SWS EQUIPMENT	0170283-IN	06/17/2024	5 SEGMENT CLAW GUTTER B...	703-739-52099	6,795.00
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	984 OREGON ST	703-734-52003	324.22
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	650 OREGON ST -LEMONT P...	703-734-52003	286.90
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	1230 DEER ISLAND RD - PW	703-734-52003	78.44
COLUMBIA RIVER PUD	06.13.24 7493	06/17/2024	984 OREGON ST - PW SHOP	703-734-52003	142.07
SUNSET EQUIPMENT	1065665	06/17/2024	LOW SMOKE 2.6 OZ MX	703-734-52001	53.64
LAWRENCE OIL COMPANY	CFSI-21284	06/17/2024	247748 PUBLIC WORKS	703-734-52022	838.79
ENTERPRISE FM TRUST	FBN5064172	06/17/2024	ENTERPRISE FLEET LEASE & ...	703-734-52097	783.13
ENTERPRISE FM TRUST	FBN5064218	06/17/2024	ENGINEERING FLEET 619034	703-733-52097	591.08
CARDINAL SERVICES INC	007702	06/20/2024	TEMPORARY EMPLOYMENT	703-734-52019	817.92
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>10,711.19</b>
<b>Fund: 706 - PUBLIC SAFETY</b>					
OTAK INC	000062400026	06/17/2024	PUBLIC SAFETY BUILDING	706-000-52019	1,039.50
CBRE INC-VALUATION AND ...	041540-2-24	06/17/2024	APPRAISAL 1771 COLUMBIA ...	706-000-52019	5,000.00
<b>Fund 706 - PUBLIC SAFETY Total:</b>					<b>6,039.50</b>
<b>Grand Total:</b>					<b>987,702.77</b>

**Fund Summary**

Fund	Expense Amount
100 - GENERAL FUND	224,111.91
201 - VISITOR TOURISM	10,000.00
202 - COMMUNITY DEVELOPMENT	386,703.79
203 - COMMUNITY ENHANCEMENT	6,315.20
205 - STREETS	4,191.04
305 - PARKS SDC	320,668.90
601 - WATER	14,071.58
603 - SEWER	4,889.66
703 - PW OPERATIONS	10,711.19
706 - PUBLIC SAFETY	6,039.50
<b>Grand Total:</b>	<b>987,702.77</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-20800	Court - State Assessment	3,263.00
100-000-20900	Court - County Assessm...	545.43
100-000-36002	Fines - Court	-54.54
100-000-37004	Miscellaneous	20.00
100-702-52014	Recruiting	20.00
100-702-52019	Professional Services	486.00
100-704-52019	Professional Services	800.00
100-705-52002	Personnel Uniforms Equ...	1,058.90
100-705-52003	Utilities	672.48
100-705-52014	Recruiting Expenses	20.00
100-705-52019	Professional Services	2,887.80
100-705-52023	Facility Maintenance	190.99
100-705-52097	Enterprise Fleet	14,717.52
100-705-52098	Enterprise Fleet Mainte...	618.00
100-705-52115	REPORT WRITING	135,864.36
100-706-52003	Utilities	886.48
100-706-52023	Facility Maintenance	720.24
100-707-52019	Professional Services	600.00
100-707-52020	Bank Service Fees	30,150.72
100-708-52001	Operating Supplies	47.87
100-708-52003	Utilities	1,742.95
100-708-52019	Professional Services	1,970.55
100-708-52023	Facility Maintenance	46.55
100-708-52046	Dock Services	333.71
100-709-52003	Utilities	197.00
100-709-52023	Facility Maintenance	449.27
100-709-52097	Enterprise Fleet	532.97
100-710-52011	Public Information	165.85
100-710-52097	Enterprise Fleet	451.21
100-711-52097	Enterprise Fleet	522.55
100-712-52006	Computer Maintenance	7,178.44
100-712-52010	Telephone	203.81
100-712-52019	Professional Services	10,892.65
100-715-52001	Operating Supplies	783.05
100-715-52003	Utilities	770.62
100-715-52019	Professional Services	4,037.50
100-715-52023	Facility Maintenance	310.98
100-715-52097	Enterprise Fleet	7.00
201-000-52019	Professional Services	10,000.00
202-721-52019	Professional Services	487.00
202-721-52051	Urban Renewal	240.00
202-722-52019	Professional Services	6,713.60
202-723-52055	Riverwalk Project	1,527.76
202-723-53102	Downtown Infrastructure	377,735.43
203-709-52028	Projects & Programs	6,315.20

**Account Summary**

Account Number	Account Name	Expense Amount
205-000-52003	Utilities	4,191.04
305-000-53902	COLUMBIA VIEW PARK ...	320,668.90
601-731-52001	Operating Supplies	701.94
601-731-52003	Utilities	2,533.72
601-732-52003	Utilities	4,447.36
601-732-52019	Professional Services	1,840.00
601-732-52022	Fuel	173.56
601-732-53302	ANNUAL MAINT- OPS	4,375.00
603-735-52003	Utilities	36.67
603-736-52003	Utilities	2,018.50
603-736-52023	Facility Maintenance	29.09
603-737-52003	Utilities	2,018.48
603-737-52023	Facility Maintenance	29.09
603-738-52003	Utilities	757.83
703-733-52097	Enterprise Fleet	591.08
703-734-52001	Operating Supplies	53.64
703-734-52003	Utilities	831.63
703-734-52019	Professional Services	817.92
703-734-52022	Fuel	838.79
703-734-52097	Enterprise Fleet	783.13
703-739-52099	Equipment Operations	6,795.00
706-000-52019	Professional Services	6,039.50
	<b>Grand Total:</b>	<b>987,702.77</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	987,702.77
	<b>Grand Total:</b>
	<b>987,702.77</b>

# Expense Approval Register

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St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
MELISSA KYLES	05.29.24	06/26/2024	JURY DUTY PAY	100-704-52019	10.00
JEFFREY GRUNDY	05.29.24	06/26/2024	JURY DUTY PAY	100-704-52019	10.00
JAMES O'DAY	05.29.24	06/26/2024	JURY DUTY PAY	100-704-52019	10.00
JERRAME STOUT	05.29.24	06/26/2024	JURY DUTY PAY	100-704-52019	10.00
JOHN DREESZEN	05.29.24	06/26/2024	JURY DUTY PAY	100-704-52019	10.00
SHAWN BRUNDTLAND	05.29.24	06/26/2024	JURY DUTY PAY	100-704-52019	10.00
LINDA ZAHL	05.29.24	06/26/2024	JURY DUTY PAY	100-704-52019	10.00
GLORIA BUTSCH	06.21.24	06/26/2024	TRAVEL REIMBURSEMENTS ...	100-707-52018	174.28
CHARLES AKIN BLITZ	06.24.24	06/26/2024	ATTORNEY FEES 11-12-2023-...	100-705-52019	25,273.44
PITNEY BOWES INC	1025518061	06/26/2024	RED INK CARTRIDGE	100-715-52001	132.79
RICOH USA INC	108367732	06/26/2024	POLICE EQUIPMENT LEASE 1...	100-705-52001	260.00
ULINE	179249340	06/26/2024	ULINE 6 MIL NITRILE GLOVES	100-705-52001	108.36
JORDAN RAMIS PC ATTORNE...	221617	06/26/2024	PLANNING	100-715-52019	354.00
ORKIN	260590138	06/26/2024	PEST CONTROL POLICE	100-705-52023	90.99
AT&T MOBILITY	287302289330X06232024	06/26/2024	287302289330 POLICE PHON...	100-705-52010	1,907.11
PAULSON PRINTING CO.	4590	06/26/2024	ST HELENS MAPS	100-708-52001	345.00
CENTURY LINK BUSINESS SER...	692491446	06/26/2024	ACCT 88035002	100-712-52010	311.50
COUNTRY MEDIA INC	702151	06/26/2024	PUBLIC NOTICE	100-710-52011	162.75
EATONS TIRE AND AUTO REP...	85201	06/26/2024	BRAKE REPLACEMENT 2020 ...	100-705-52098	389.33
EATONS TIRE AND AUTO REP...	85202	06/26/2024	AIR COND REPAIR	100-705-52098	412.00
WEX BANK	97790136	06/26/2024	POLICE FUEL PURCHASES	100-705-52022	4,885.14
WEX BANK	97790136	06/26/2024	BUILDING FUEL PURCHASES ...	100-711-52022	108.94
WEX BANK	97790136	06/26/2024	WHITE ESCAPE FUEL 0256	100-715-52022	42.95
WEX BANK	97790136	06/26/2024	RED ESCAPE CITY HALL 7237	100-715-52022	52.71
ADVENTISIT HEALTH OCCUP...	99402	06/26/2024	AUDIO VAN SET UP / AUDIO...	100-705-52019	1,050.00
METRO PRESORT	IN666493	06/26/2024	BILLING & PAST DUE UPDATE...	100-707-52008	540.00
METRO PRESORT	IN667119	06/26/2024	UB BILL PRINTING	100-707-52008	1,871.42
METRO PRESORT	IN667119	06/26/2024	UB BILL PRINTING -POSTAGE	100-707-52009	2,833.20
JACY STRATTON	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
RICHARD MUNSON	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
SCOTT FROMM	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
SAM LIEBELT	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
KARLA BURGESS	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
JORDAN BUTLER	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
SERGIO PALENCIA	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
BRAD KORPELA	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
KEVIN LENORMAND	05.29.24	06/27/2024	JURY DUTY PAY	100-704-52019	10.00
BEMIS	10925	06/27/2024	SIGNATURE STAMP-PRO TE...	100-704-52001	31.40
BEMIS	10937	06/27/2024	CITIZENS DAY IN THE PARK S...	100-703-52041	116.00
KEY CODE MEDIA INC	116840	06/27/2024	SPEAKERS SO0015280	100-712-52006	874.00
CENTURY LINK	333737305	06/27/2024	503-366-1257	100-712-52010	37.62
CENTURY LINK	333737305	06/27/2024	3029, 7932,1272,3915,3232,...	100-712-52010	814.54
CENTURY LINK	333737305	06/27/2024	503-397-1426	100-712-52010	37.62
CENTURY LINK	333737305	06/27/2024	503-397-0619	100-712-52010	33.97
CENTURY LINK	333737305	06/27/2024	503-397-0422	100-712-52010	37.62
CENTURY LINK	333737305	06/27/2024	503-366-8200	100-712-52010	79.35
CENTURY LINK	333737305	06/27/2024	503-366-1101	100-712-52010	37.62
CENTURY LINK	333737305	06/27/2024	503-366-3448	100-712-52010	55.17
CENTURY LINK	333737305	06/27/2024	503-366-2856	100-712-52010	78.76
CENTURY LINK	333737305	06/27/2024	503-366-1103	100-712-52010	37.62
<b>Fund 100 - GENERAL FUND Total:</b>					<b>43,737.20</b>
<b>Fund: 201 - VISITOR TOURISM</b>					
COLUMBIA RIVER PUD	06.20.24 94111	06/26/2024	94111	201-000-52130	257.55

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF ST. HELENS	06.26.24	06/26/2024	01-00178-001 MASONIC BUI...	201-000-52003	58.35
<b>Fund 201 - VISITOR TOURISM Total:</b>					<b>315.90</b>
<b>Fund: 203 - COMMUNITY ENHANCEMENT</b>					
CARDINAL SERVICES INC	007776	06/26/2024	TEMPORARY EMPLOYMENT	203-709-52028	123.29
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>123.29</b>
<b>Fund: 601 - WATER</b>					
CORE & MAIN	U986131	06/26/2024	MATERIALS	601-731-52001	982.36
CORE & MAIN	V016440	06/26/2024	MATERIALS	601-731-52001	2,015.50
<b>Fund 601 - WATER Total:</b>					<b>2,997.86</b>
<b>Fund: 603 - SEWER</b>					
ALS GROUP USA CORP	36-51-650148-0	06/26/2024	ANALYTICAL SERVICES	603-736-52064	448.00
HASA	970658	06/26/2024	MULTI CHLOR	603-736-52083	10,800.30
CORE & MAIN	V060961	06/26/2024	MATERIALS	603-735-53402	8,466.92
CENTURY LINK	333737305	06/27/2024	503-366-3021	603-736-52010	18.81
CENTURY LINK	333737305	06/27/2024	503-366-3024	603-736-52010	18.81
CENTURY LINK	333737305	06/27/2024	503-366-3027	603-736-52010	18.81
CENTURY LINK	333737305	06/27/2024	503-366-1102	603-736-52010	16.99
CENTURY LINK	333737305	06/27/2024	503-366-3021	603-737-52010	18.81
CENTURY LINK	333737305	06/27/2024	503-366-3024	603-737-52010	18.81
CENTURY LINK	333737305	06/27/2024	503-366-3027	603-737-52010	18.81
CENTURY LINK	333737305	06/27/2024	503-366-1102	603-737-52010	16.98
<b>Fund 603 - SEWER Total:</b>					<b>19,862.05</b>
<b>Fund: 605 - STORM</b>					
CORE & MAIN	V054422	06/26/2024	MATERIALS	605-000-53501	895.39
<b>Fund 605 - STORM Total:</b>					<b>895.39</b>
<b>Fund: 703 - PW OPERATIONS</b>					
LES SCHWAB TIRE CENTER	22900609856	06/21/2024	TIRES 2018 FORD F350 SUPER..	703-739-52099	2,411.76
LES SCHWAB TIRE CENTER	22900603511	06/26/2024	MINIMUM MOBILE TRUCK F...	703-739-52099	69.99
WEX BANK	97790136	06/26/2024	PW CHEROKEE 5478	703-734-52022	526.71
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>3,008.46</b>
<b>Grand Total:</b>					<b>70,940.15</b>

**Fund Summary**

Fund	Expense Amount
100 - GENERAL FUND	43,737.20
201 - VISITOR TOURISM	315.90
203 - COMMUNITY ENHANCEMENT	123.29
601 - WATER	2,997.86
603 - SEWER	19,862.05
605 - STORM	895.39
703 - PW OPERATIONS	3,008.46
<b>Grand Total:</b>	<b>70,940.15</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-703-52041	Community Support	116.00
100-704-52001	Operating Supplies	31.40
100-704-52019	Professional Services	160.00
100-705-52001	Operating Supplies	368.36
100-705-52010	Telephone	1,907.11
100-705-52019	Professional Services	26,323.44
100-705-52022	Fuel	4,885.14
100-705-52023	Facility Maintenance	90.99
100-705-52098	Enterprise Fleet Mainte...	801.33
100-707-52008	Printing	2,411.42
100-707-52009	Postage	2,833.20
100-707-52018	Professional Developme...	174.28
100-708-52001	Operating Supplies	345.00
100-710-52011	Public Information	162.75
100-711-52022	Fuel	108.94
100-712-52006	Computer Maintenance	874.00
100-712-52010	Telephone	1,561.39
100-715-52001	Operating Supplies	132.79
100-715-52019	Professional Services	354.00
100-715-52022	Fuel	95.66
201-000-52003	Utilities	58.35
201-000-52130	Building Lease & Utilities	257.55
203-709-52028	Projects & Programs	123.29
601-731-52001	Operating Supplies	2,997.86
603-735-53402	ANNUAL MAINT OPS	8,466.92
603-736-52010	Telephone	73.42
603-736-52064	Lab Testing	448.00
603-736-52083	Chemicals	10,800.30
603-737-52010	Telephone	73.41
605-000-53501	ANNUAL MAINTENANCE...	895.39
703-734-52022	Fuel	526.71
703-739-52099	Equipment Operations	2,481.75
<b>Grand Total:</b>		<b>70,940.15</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	70,940.15
<b>Grand Total:</b>	<b>70,940.15</b>

# Expense Approval Register

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St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
COLUMBIA COUNTY COMM. ...	20245CSH	06/27/2024	WORK CREW	100-708-52019	1,125.00
WILCOX	9641851-IN	06/27/2024	FUEL PARKS DEPT	100-708-52022	410.60
WILCOX	0879466-IN	06/28/2024	FUEL PARKS DEPT	100-708-52022	738.30
JAMES H BAND	2024-1	06/28/2024	INVESTIGATION SERVICES AP...	100-705-52019	6,818.75
ALLSTREAM	20651094	06/28/2024	ALLSTREAM PHONE ACCT 75...	100-712-52010	174.55
CARDINAL SERVICES INC	007991	06/30/2024	TEMPORARY EMPLOYMENT	100-706-52023	907.73
CARDINAL SERVICES INC	007991	06/30/2024	TEMPORARY EMPLOYMENT	100-708-52019	1,044.00
CARDINAL SERVICES INC	007991	06/30/2024	TEMPORARY EMPLOYMENT	100-708-52023	46.55
CARDINAL SERVICES INC	007991	06/30/2024	TEMPORARY EMPLOYMENT	100-709-52023	104.74
KENDRA HUISMAN	06.14.24	06/30/2024	REFUND PUBLIC RECORDS R...	100-000-36002	20.00
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1287547	100-705-52023	193.88
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1001554	100-706-52003	93.52
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1287598	100-708-52023	611.80
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1287636	100-708-52023	214.34
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-71905273	100-709-52023	81.52
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1287601	100-715-52023	132.48
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1287539	100-715-52023	241.60
ERSKINE LAW PRACTICE LLC	07.02.24	06/30/2024	CITY PROSECUTOR JUNE 1 - J...	100-704-52019	7,212.25
EZ OPS LLC	1	06/30/2024	CAR WAS TOKENS	100-705-52001	850.00
MOLLY MATCHAK	11	06/30/2024	REIMBURSE INSURANCE	100-705-52023	71.42
MOLLY MATCHAK	11	06/30/2024	JANITORIAL SERVICES	100-705-52023	1,469.99
MOLLY MATCHAK	11	06/30/2024	JANITORIAL SERVICES	100-715-52023	1,522.51
MOLLY MATCHAK	11	06/30/2024	REIMBURSE INSURANCE	100-715-52023	71.41
STEVEN R SCHARFSTEIN	112	06/30/2024	COURT ATTORNEY FEES	100-704-52019	200.00
STEVEN R SCHARFSTEIN	113	06/30/2024	COURT ATTORNEY FEES	100-704-52019	125.00
MORE POWER TECHNOLOGY...	16326	06/30/2024	MICROSOFT 365 BUS STAND...	100-712-52006	2,858.40
SIERRA SPRINGS	21814586062224	06/30/2024	WATER BOTTLED COURT / UB..	100-715-52001	31.74
PEAK ELECTRIC GROUP LLC	28820	06/30/2024	ELECTRICAL WORK POLICE S...	100-705-52023	2,848.15
AMY LINDGREN LAW LLC	634	06/30/2024	JUDICIAL SERVICES	100-704-52019	4,570.00
NET ASSETS CORPORATION	95-202406	06/30/2024	ESCROW TITLE SERVICES	100-707-52019	244.00
VERIZON	9967135844	06/30/2024	CRYSTAL KING 0103	100-701-52010	46.37
VERIZON	9967135844	06/30/2024	JOHN WALSH 9898	100-701-52010	40.81
VERIZON	9967135844	06/30/2024	HOT SPOT -8190	100-701-52010	47.07
VERIZON	9967135844	06/30/2024	MAYOR SCHOLL IPAD 9627	100-703-52001	40.81
VERIZON	9967135844	06/30/2024	PD JETPACK1 - 8886	100-705-52010	40.81
VERIZON	9967135844	06/30/2024	PD JETPACK2 - 8538	100-705-52010	40.81
VERIZON	9967135844	06/30/2024	SUZANNE BISHOP 1313	100-706-52003	41.27
VERIZON	9967135844	06/30/2024	GLORIA BUTSCH 1986	100-707-52001	46.37
VERIZON	9967135844	06/30/2024	TORY SHELBY 6366	100-708-52010	41.27
VERIZON	9967135844	06/30/2024	CAMERON PAGE 5027	100-708-52010	41.27
VERIZON	9967135844	06/30/2024	REC PHONE 5093	100-709-52010	42.14
VERIZON	9967135844	06/30/2024	RECREATION CENTER 1108	100-709-52010	41.27
VERIZON	9967135844	06/30/2024	RECREATION CENTER 6984	100-709-52010	40.81
VERIZON	9967135844	06/30/2024	MIKE DEROIA 2686	100-711-52010	46.37
VERIZON	9967135844	06/30/2024	BUILDING DEPT IPAD 4081	100-711-52010	40.81
VERIZON	9967135844	06/30/2024	Arlo 2 971-668-9722	100-712-52010	40.81
VERIZON	9967135844	06/30/2024	DARIN COX 1016	100-712-52010	46.37
VERIZON	9967135844	06/30/2024	MATT FUNK 1330	100-712-52010	46.37
VERIZON	9967135844	06/30/2024	Arlo 1 971-668-9721	100-712-52010	40.81
COLUMBIA COUNTY	APR 2024	06/30/2024	INSPECTIONS FOR ST. HELENS..	100-711-52015	2,380.00
CODE PUBLISHING	GC10014602	06/30/2024	MUNI CODE WEB UPDATE	100-702-52019	122.50
CODE PUBLISHING	GC1014521	06/30/2024	MUNI CODE WEB UPDATE	100-702-52019	245.00
L.N CURTIS AND SONS	INV814036	06/30/2024	POLICE UNIFORMS	100-705-52002	31.08

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
L.N CURTIS AND SONS	INV829736	06/30/2024	POLICE UNIFORMS	100-705-52002	329.20
L.N CURTIS AND SONS	INV829820	06/30/2024	POLICE UNIFORMS	100-705-52002	4.75
COLUMBIA COUNTY	MAY 2024	06/30/2024	INSPECTIONS FOR ST. HELENS..	100-711-52015	300.00
<b>Fund 100 - GENERAL FUND Total:</b>					<b>39,259.38</b>

**Fund: 202 - COMMUNITY DEVELOPMENT**

KITTELSON & ASSOCIATES INC	0146872	06/30/2024	PROJECT R-685A 1ST & ST HE...	202-723-53102	958.38
JORDAN RAMIS PC ATTORNE...	221619	06/30/2024	FINANCE / FRANCHISE	202-723-53102	495.00
MOORE SITE SERVICES LLC	24058	06/30/2024	MECHANICAL SUPPORT MILL...	202-722-52019	6,338.40
MASON BRUCE & GIRARD INC	34484	06/30/2024	ST. HELENS FOREST MANAG...	202-724-52019	14,339.48
MOORE EXCAVATION INC	P-525 COMCAST PAYMENT #3	06/30/2024	S 1ST ST AND STRAND ROAD...	202-723-53102	8,670.00
MOORE EXCAVATION INC	P-525 PAYMENT #17	06/30/2024	S 1ST AND STRAND ROAD A...	202-723-53102	396,669.28
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>427,470.54</b>

**Fund: 203 - COMMUNITY ENHANCEMENT**

CARDINAL SERVICES INC	007991	06/30/2024	TEMPORARY EMPLOYMENT	203-709-52028	3,308.73
CARDINAL SERVICES INC	008039	06/30/2024	TEMPORARY EMPLOYMENT	203-709-52028	467.67
CARDINAL SERVICES INC	008051	06/30/2024	TEMPORARY EMPLOYMENT	203-709-52028	414.06
CARDINAL SERVICES INC	008052	06/30/2024	TEMPORARY EMPLOYMENT	203-709-52028	318.51
CARDINAL SERVICES INC	008136	06/30/2024	TEMPORARY EMPLOYMENT	203-709-52028	246.58
SCAPPOOSE BAY WATERSHED..	COSH 2024-01	06/30/2024	IGA AGREEMENT CITY PARK ...	203-708-52028	1,946.13
<b>Fund 203 - COMMUNITY ENHANCEMENT Total:</b>					<b>6,701.68</b>

**Fund: 601 - WATER**

CASCADE WATER WORKS LLC	1554	06/28/2024	24-087 Pump #6 Rebuild & In...	601-731-53302	22,509.00
CORE & MAIN	U933079	06/28/2024	MATERIALS	601-731-52001	264.79
CORE & MAIN	V070312	06/28/2024	MATERIALS	601-731-52001	746.97
CITY OF COLUMBIA CITY	06.26.24 001754-001	06/30/2024	001754-001	601-732-52003	87.48
CORRECT EQUIPMENT	56299	06/30/2024	METERS	601-731-53314	3,937.44
CORRECT EQUIPMENT	56302	06/30/2024	METERS	601-731-53314	8,886.74
CORRECT EQUIPMENT	56303	06/30/2024	METERS	601-731-53314	1,968.72
VERIZON	9967135844	06/30/2024	WFF CREW 1914	601-732-52010	69.28
LAWRENCE OIL COMPANY	CFSI-21498	06/30/2024	247752 WATER	601-732-52022	77.70
<b>Fund 601 - WATER Total:</b>					<b>38,548.12</b>

**Fund: 603 - SEWER**

ALLSTREAM	20651094	06/28/2024	ALLSTREAM PHONE ACCT 75...	603-736-52010	87.28
ALLSTREAM	20651094	06/28/2024	ALLSTREAM PHONE ACCT 75...	603-737-52010	87.28
CARDINAL SERVICES INC	007991	06/30/2024	TEMPORARY EMPLOYMENT	603-736-52023	29.09
CARDINAL SERVICES INC	007991	06/30/2024	TEMPORARY EMPLOYMENT	603-737-52023	29.09
COLUMBIA RIVER PUD	07.01.24 38633	06/30/2024	38633 594 S 9 ST POWER	603-737-52003	5,906.17
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1008333	603-736-52023	150.50
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1008333	603-737-52023	150.51
VERIZON	9967135844	06/30/2024	AARON KUNDERS 6376	603-736-52010	13.75
VERIZON	9967135844	06/30/2024	TYLER HILLS 6492	603-736-52010	13.75
VERIZON	9967135844	06/30/2024	SAM ORTIZ 1801	603-736-52010	13.74
VERIZON	9967135844	06/30/2024	AARON KUNDERS 6376	603-737-52010	13.74
VERIZON	9967135844	06/30/2024	TYLER HILLS 6492	603-737-52010	13.75
VERIZON	9967135844	06/30/2024	SAM ORTIZ 1801	603-737-52010	13.77
VERIZON	9967135844	06/30/2024	TYLER HILLS 6492	603-738-52010	13.77
VERIZON	9967135844	06/30/2024	AARON KUNDERS 6376	603-738-52010	13.78
VERIZON	9967135844	06/30/2024	SAM ORTIZ 1801	603-738-52010	13.76
PETERSON CAT	SW290094692	06/30/2024	REPAIR P.S. #5 GENERATOR ...	603-738-53402	4,281.65
CONSOR NORTH AMERICA I...	W233257OR.00-3	06/30/2024	WASTEWATER COLLECTION ...	603-000-53034	84,086.22
CONSOR NORTH AMERICA I...	W233257OR.00-3	06/30/2024	WASTEWATER COLLECTION ...	603-000-53035	16,586.87
CONSOR NORTH AMERICA I...	W233257OR.00-3	06/30/2024	WASTEWATER COLLECTION ...	603-000-53409	59,321.11
<b>Fund 603 - SEWER Total:</b>					<b>170,839.58</b>

**Fund: 605 - STORM**

EAGLE STAR ROCK PRODUCTS..	401828	06/30/2024	ROCK 3RD STREET STORM	605-000-52001	257.89
<b>Fund 605 - STORM Total:</b>					<b>257.89</b>

**Fund: 703 - PW OPERATIONS**

COLUMBIA COUNTY COMM. ...	20245CSH	06/27/2024	WORK CREW	703-734-52019	375.00
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Expense Approval Register

Packet: APPKT01003

Item #19.

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BOBCAT OF PORTLAND	01-25685	06/28/2024	BELT DRIVE	703-739-52099	77.65
CHAD E DAVIS CONSTRUCTI...	06.27.24	06/28/2024	RELEASE PUBLIC IMPROVEM...	703-000-21910	10,268.50
CARDINAL SERVICES INC	007991	06/30/2024	TEMPORARY EMPLOYMENT	703-734-52019	1,022.40
HUDSON GARBAGE SERVICE	07.01.24	06/30/2024	2046-1287555	703-734-52023	101.28
JORDAN RAMIS PC ATTORNE...	221618	06/30/2024	PUBLIC WORKS ENGINEERING	703-733-52019	695.00
LES SCHWAB TIRE CENTER	22900611042	06/30/2024	TIRES	703-739-52001	337.98
VERIZON	9967135844	06/30/2024	ENGINEERING IPHONE 1068	703-733-52010	41.27
VERIZON	9967135844	06/30/2024	PW CONSTRUCTION INSPEC...	703-733-52010	40.81
VERIZON	9967135844	06/30/2024	TIM UNDERWOOD 8524	703-733-52010	41.27
VERIZON	9967135844	06/30/2024	SHARON DARROUX 0813	703-733-52010	74.39
VERIZON	9967135844	06/30/2024	CURT LEMONT-2217	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	PW UTILITY 2 - 9923	703-734-52010	40.81
VERIZON	9967135844	06/30/2024	BUCK TUPPER 3371	703-734-52010	46.37
VERIZON	9967135844	06/30/2024	BRETT LONG 3607	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	ETHAN STERLING 6282	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	RYAN POWERS 7116	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	ROGER STAUFFER 9662	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	PW ENGINEERING 0940	703-734-52010	40.81
VERIZON	9967135844	06/30/2024	PW UTILITY 3 - 9924	703-734-52010	40.81
VERIZON	9967135844	06/30/2024	DAVE ELDER 8523	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	MOUHAMAD ZAHER 3068	703-734-52010	61.09
VERIZON	9967135844	06/30/2024	JULIAN ZIRKLE 6229	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	SCOTT HARRINGTON 8048	703-734-52010	23.80
VERIZON	9967135844	06/30/2024	PW SPARE 4 - 8741	703-734-52010	40.81
VERIZON	9967135844	06/30/2024	ALEX BIRD 2000	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	ALEX BIRD - 9081	703-734-52010	40.81
VERIZON	9967135844	06/30/2024	SCOTT WILLIAMS 0621	703-734-52010	41.27
VERIZON	9967135844	06/30/2024	PW UTILITY 1 - 9922	703-734-52010	40.81
VERIZON	9967135844	06/30/2024	PW FACILITY MAINTENANCE-...	703-734-52010	40.81
VERIZON	9967135844	06/30/2024	PW OPERATIONS 3856	703-734-52010	40.81
LAWRENCE OIL COMPANY	CFSI-21498	06/30/2024	247748 PUBLIC WORKS	703-734-52022	768.29
LAWRENCE OIL COMPANY	CFSI-21498	06/30/2024	247750 PUBLIC WORKS	703-734-52022	84.34
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>14,757.35</b>
<b>Grand Total:</b>					<b>697,834.54</b>

**Fund Summary**

Fund	Expense Amount
100 - GENERAL FUND	39,259.38
202 - COMMUNITY DEVELOPMENT	427,470.54
203 - COMMUNITY ENHANCEMENT	6,701.68
601 - WATER	38,548.12
603 - SEWER	170,839.58
605 - STORM	257.89
703 - PW OPERATIONS	14,757.35
<b>Grand Total:</b>	<b>697,834.54</b>

**Account Summary**

Account Number	Account Name	Expense Amount
100-000-36002	Fines - Court	20.00
100-701-52010	Telephone	134.25
100-702-52019	Professional Services	367.50
100-703-52001	Operating Supplies	40.81
100-704-52019	Professional Services	12,107.25
100-705-52001	Operating Supplies	850.00
100-705-52002	Personnel Uniforms Equ...	365.03
100-705-52010	Telephone	81.62
100-705-52019	Professional Services	6,818.75
100-705-52023	Facility Maintenance	4,583.44
100-706-52003	Utilities	134.79
100-706-52023	Facility Maintenance	907.73
100-707-52001	Operating Supplies	46.37
100-707-52019	Professional Services	244.00
100-708-52010	Telephone	82.54
100-708-52019	Professional Services	2,169.00
100-708-52022	Fuel	1,148.90
100-708-52023	Facility Maintenance	872.69
100-709-52010	Telephone	124.22
100-709-52023	Facility Maintenance	186.26
100-711-52010	Telephone	87.18
100-711-52015	Intergovernmental Servi...	2,680.00
100-712-52006	Computer Maintenance	2,858.40
100-712-52010	Telephone	348.91
100-715-52001	Operating Supplies	31.74
100-715-52023	Facility Maintenance	1,968.00
202-722-52019	Professional Services	6,338.40
202-723-53102	Downtown Infrastructure	406,792.66
202-724-52019	Professional Services	14,339.48
203-708-52028	Projects & Programs	1,946.13
203-709-52028	Projects & Programs	4,755.55
601-731-52001	Operating Supplies	1,011.76
601-731-53302	ANNUAL MAINT -OPS	22,509.00
601-731-53314	WATER METERS	14,792.90
601-732-52003	Utilities	87.48
601-732-52010	Telephone	69.28
601-732-52022	Fuel	77.70
603-000-53034	Basin 6 Project	84,086.22
603-000-53035	Basin 5 Pipeline Upsize	16,586.87
603-000-53409	BASIN 4 PIPELINE UPSIZE	59,321.11
603-736-52010	Telephone	128.52
603-736-52023	Facility Maintenance	179.59
603-737-52003	Utilities	5,906.17
603-737-52010	Telephone	128.54
603-737-52023	Facility Maintenance	179.60
603-738-52010	Telephone	41.31
603-738-53402	ANNUAL MAINT OPS	4,281.65
605-000-52001	Operating Supplies	257.89

**Account Summary**

Account Number	Account Name	Expense Amount
703-000-21910	Performance Bonds	10,268.50
703-733-52010	Telephone	197.74
703-733-52019	Professional Services	695.00
703-734-52010	Telephone	829.17
703-734-52019	Professional Services	1,397.40
703-734-52022	Fuel	852.63
703-734-52023	Facility Maintenance	101.28
703-739-52001	Operating Supplies	337.98
703-739-52099	Equipment Operations	77.65
	<b>Grand Total:</b>	<b>697,834.54</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	697,834.54
	<b>Grand Total: 697,834.54</b>

# Expense Approval Register

Packet: APPKT01004 - AP 7.3.24 FY25



St. Helens, OR

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Fund: 100 - GENERAL FUND</b>					
COMCAST	06.21.24	07/03/2024	COMCAST CABLE 877810899...	100-712-52003	1,989.53
TRACWIRE INC	11090	07/03/2024	FIELD TRAINING SOWFARE A...	100-705-52006	1,190.00
LAWRENCE COMPANY	16365	07/03/2024	UNEMPLOYMENT SERVICES	100-707-52019	100.00
LEAGUE OF OREGON CITIES	2024-200375	07/03/2024	LEAGUE OF OR CITIES MEMB...	100-702-52019	13,087.82
OGFOA	2069	07/03/2024	MEMBERSHIP DUES FY 2025	100-707-52018	125.00
LANE COUNCIL OF GOVERN...	20855	07/03/2024	FY 25 LOCAL GOVERNMENT ...	100-702-52018	1,752.00
APPLICANTPRO	281174	07/03/2024	APPLICANTPRO ANNUAL PR...	100-702-52014	6,288.00
CIVICPLUS	308805	07/03/2024	MUNICODE WEB PREMIUM C..	100-712-52006	4,800.00
SECURE PACIFIC CORPORATI...	412265	07/03/2024	150 S 13TH ST	100-705-52023	109.20
SECURE PACIFIC CORPORATI...	412265	07/03/2024	375 S 18TH ST	100-706-52023	145.68
SECURE PACIFIC CORPORATI...	412265	07/03/2024	475 S 18TH	100-708-52023	147.36
METRO PLANNING INC	6283	07/03/2024	WEB GIS	100-710-52001	62.50
AMY LINDGREN LAW LLC	638	07/03/2024	JUDICIAL SERVICES	100-704-52019	1,875.00
HAGAN HAMILTON INSURAN...	8585	07/03/2024	24-25 CYBL RENEWAL	100-712-52016	28,375.74
AXON ENTERPRISE INC	INUS257267	07/03/2024	BWC UNLIMITED WITH TAP	100-705-52117	28,674.59
<b>Fund 100 - GENERAL FUND Total:</b>					<b>88,722.42</b>
<b>Fund: 202 - COMMUNITY DEVELOPMENT</b>					
TRAVEL INFORMATION COU...	115556	07/03/2024	NATL DOWNTOWN HISTORIC...	202-721-52019	78.00
<b>Fund 202 - COMMUNITY DEVELOPMENT Total:</b>					<b>78.00</b>
<b>Fund: 205 - STREETS</b>					
ENVIROAD LLC	8678	07/02/2024	EARTHBIND STABILIZER	205-000-52001	1,339.00
<b>Fund 205 - STREETS Total:</b>					<b>1,339.00</b>
<b>Fund: 601 - WATER</b>					
SECURE PACIFIC CORPORATI...	412265	07/03/2024	1215 4TH PL	601-732-52023	181.98
<b>Fund 601 - WATER Total:</b>					<b>181.98</b>
<b>Fund: 603 - SEWER</b>					
SECURE PACIFIC CORPORATI...	412265	07/03/2024	451 PLYMOUTH ST	603-736-52023	54.53
SECURE PACIFIC CORPORATI...	412265	07/03/2024	451 PLYMOUTH ST	603-737-52023	54.52
<b>Fund 603 - SEWER Total:</b>					<b>109.05</b>
<b>Fund: 703 - PW OPERATIONS</b>					
SECURE PACIFIC CORPORATI...	412265	07/03/2024	984 OR ST	703-734-52023	108.99
METRO PLANNING INC	6283	07/03/2024	WEB GIS	703-733-52019	87.50
<b>Fund 703 - PW OPERATIONS Total:</b>					<b>196.49</b>
<b>Grand Total:</b>					<b>90,626.94</b>

**Fund Summary**

<b>Fund</b>	<b>Expense Amount</b>
100 - GENERAL FUND	88,722.42
202 - COMMUNITY DEVELOPMENT	78.00
205 - STREETS	1,339.00
601 - WATER	181.98
603 - SEWER	109.05
703 - PW OPERATIONS	196.49
<b>Grand Total:</b>	<b>90,626.94</b>

**Account Summary**

<b>Account Number</b>	<b>Account Name</b>	<b>Expense Amount</b>
100-702-52014	Recruiting	6,288.00
100-702-52018	Professional Developme...	1,752.00
100-702-52019	Professional Services	13,087.82
100-704-52019	Professional Services	1,875.00
100-705-52006	Computer Maintenance	1,190.00
100-705-52023	Facility Maintenance	109.20
100-705-52117	BODY CAMERAS	28,674.59
100-706-52023	Facility Maintenance	145.68
100-707-52018	Professional Developme...	125.00
100-707-52019	Professional Services	100.00
100-708-52023	Facility Maintenance	147.36
100-710-52001	Operating Supplies	62.50
100-712-52003	Utilities	1,989.53
100-712-52006	Computer Maintenance	4,800.00
100-712-52016	Insurance	28,375.74
202-721-52019	Professional Services	78.00
205-000-52001	Operating Supplies	1,339.00
601-732-52023	Facility Maintenance	181.98
603-736-52023	Facility Maintenance	54.53
603-737-52023	Facility Maintenance	54.52
703-733-52019	Professional Services	87.50
703-734-52023	Facility Maintenance	108.99
<b>Grand Total:</b>	<b>90,626.94</b>	

**Project Account Summary**

<b>Project Account Key</b>	<b>Expense Amount</b>
**None**	90,626.94
<b>Grand Total:</b>	<b>90,626.94</b>