

CONTRACT FOR CONSTRUCTION OF REQUIRED IMPROVEMENTS

THIS CONTRACT, by and between St. Helens II LLC, hereinafter referred to as the "Developer", and the City of St. Helens, a municipal corporation, hereinafter referred to as the "City";

WITNESSETH

WHEREAS, the Construction Plans for Public Water and Sanitary Sewer for the Columbia Commons Lot 4 Commercial Subdivision were approved by the City Engineering Division on January 12, 2022; and

WHEREAS, prior to commencing work on the project infrastructure, the project will be secured with an executed contract for installation of required improvements and financial security pursuant to Ordinance 2617, Section 20; and

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, and in consideration of Developer's desire to gain approval by the City of St. Helens for constructing the referenced project, the Developer and City agree as follows:

1. The Developer agrees to complete the required improvements for the above-referenced project, by **June 30, 2022**, according to the plans officially approved by the City Engineering Division. See approved construction plans dated January 12, 2022, City File No. P-531, on file at City Hall). The required improvements are more particularly set forth in the **2G Associates Planning & Engineering Cost Estimate**, labeled **Exhibit "A"**, attached hereto and made a part hereof by this reference as adjusted by the City Engineering Division.

2. The Developer agrees to supply the City with security in the amount of One Hundred Fifty Six Thousand Four Hundred Ninety Seven dollars, (\$156,497) said security being in the form of a performance bond, representing 110% of the estimated cost of the required improvements as submitted by the Developer's engineer and approved by the City Engineer. The security instrument is attached as **Exhibit "B"** and made a part hereof by this reference. The expiration date for any security provided must be no sooner than three months after the date in paragraph 1 above for completion of the required improvements.

3. The required improvements shall be constructed under the supervision of Developer's engineer, in full compliance with the specifications and requirements of City, and when complete, said engineer must furnish a certificate of satisfactory completion to the City Engineer for approval.

4. It is further understood by and between the parties to this Contract that, in the event said required improvements are not completely constructed by **June 30, 2022**, the City shall have and is hereby granted the right to enter the property and cause the required improvements to be made and to use the security provided herewith for payment

of all costs and expenses incurred in the construction thereof, including but not limited to, engineering, legal and contingent costs. Furthermore, it is agreed by the parties hereto that City shall be reimbursed from the security provided for any damages, either direct or consequential, which the City may sustain as a result of the failure of Developer to carry out and execute all of the provisions of this Contract. City shall have the option to construct and install the required improvements with City employees and equipment, or pursuant to public advertisement and receipt of bids, in the event of Developer's failure or refusal to do so in accordance with the terms of this Contract. In the event that the total costs incurred in construction and full completion of the improvements shall exceed the amount of security provided, such additional costs shall be paid by Developer on written demand by the City Public Works Director.

5. Final release of security will not occur until all items secured have been fully completed. After completion of all items secured by this agreement but prior to final release of the security, Developer shall enter into a separate agreement for maintenance of all project facilities to be dedicated to the public, if any, and shall provide security for performance under said agreement. Said agreement shall be for a period of twenty four (24) months from the date the City accepts the maintenance agreement and shall require Developer to indemnify and hold harmless the City from any and all costs necessary to repair or replace any part or portion of the required improvements occasioned by faulty engineering, workmanship or materials. Developer shall provide security for its performance under the maintenance agreement in an amount not less than Ten percent (10%) of the estimated total cost of the facilities to be dedicated to the public, as certified by Developer's engineer and approved by the City Engineer. The expiration date for the security must be no sooner than three months after the term of the Maintenance Agreement. For projects involving dedication of improvements to the public, Developer shall furnish the City Engineer "as built" reproducible plans on opaque mylar, electronic drawings in Autocad release 12 minimum with standard Autocad layering and a project base drawing for the city's GIS system with layering as directed by the city engineering department for the public improvements.

6. It is agreed and understood that no final building inspection will be issued on individual lots prior to the completion and acceptance of sidewalks and driveway aprons by the City engineering department.

7. 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:

The City: Mouhamad Zaher
Public Works Director
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051

Developer: St. Helens II LLC

[Handwritten signature]

By James Ding, Member

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

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed this 1 day of _____, 2022.

CORPORATION NAME:

St. Helens II LLC

650 S Orcas #200

Seattle, WA 98108

By: James Ding
(printed name)

[Handwritten signature]
(signature)

STATE OF WASHINGTON)
County of King) ss.
)

the foregoing Instrument was acknowledged before me this 26 day of JANUARY, 2022,

By Jim Ding, as
Member of
(individual) (individuals position with corporation)

St. Helens II LLC, a corporation, on behalf of the corporation.
(Corporation name)



[Handwritten signature]

“CITY”

Title: Mayor/ Council President
Name printed:

Date:

Title: Councilor
Name printed:

Date:

Attest:

Title: City Administrator
Name printed:

Date:

EXHIBIT "A"
COST ESTIMATE



PO Box 61843, Vancouver WA 98666 (503) 939-8750

Date: 12/21/21

PROJECT: Columbia Commons - Public Sanitary Sewer and Waterline Extension

Location: St. Helens, OR

Owner: St. Helens II. LLC

Subject: Final Opinion of Probable Construction Cost - For Public Improvement Permit Fee Determination

Prepared By 2G Associates, Inc.

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Mobilization	1	LS	\$2,500.00	\$2,500.00
2	Erosion Control	1	LS	\$2,500.00	\$2,500.00
3	Sawcut Existing Pavement	1100	LF	\$1.50	\$1,650.00
4	Pavement Repair (where sawcut & removed)	2850	SF	\$4.00	\$11,400.00
5	Connect to Existing Sanitary Sewer Manhole	1	LS	\$5,000.00	\$5,000.00
6	8" Ductile Iron Sanitary Sewer in paved area	330	LF	\$75.00	\$24,750.00
7	8" PVC Sanitary Sewer in paved area	175	LF	\$65.00	\$11,375.00
8	8" PVC Sanitary Sewer outside of paved area	332	LF	\$55.00	\$18,260.00
9	48" Sanitary Sewer Manhole	2	EA	\$4,500.00	\$9,000.00
10	Sanitary Sewer Clean Out	1	EA	\$1,000.00	\$1,000.00
11	6" PVC Sanitary Sewer Laterals	80	LF	\$40.00	\$3,200.00
12	Connect to Existing Waterline	1	LS	\$1,500.00	\$1,500.00
13	Waterline 8" D.I.	483	LF	\$45.00	\$21,735.00
14	Fire Hydrants	2	EA	\$1,200.00	\$2,400.00
15	Temporary Waterline Blowoff	1	EA	\$1,000.00	\$1,000.00
16	Rock Excavation	1	LS	\$20,000.00	\$20,000.00
17	Traffic Control	1	LS	\$5,000.00	\$5,000.00

Opinion of Probable Construction Costs	Total	\$142,270.00
City of St Helens Public Improvement Permit Fee (2% of Construction Costs)		\$2,845.40

Notes:

- 1 Estimates based on dry weather construction.

EXHIBIT "B"
SECURITY INSTRUMENT



**PERFORMANCE BOND
(Subdivision Improvements)**

Bond No. : 4451555

WHEREAS, St. Helens II LLC (herein designated as "Principal"), and City of St. Helens (herein designated as "Obligee") have entered into an agreement whereby Principal agrees to install and complete certain designated Subdivision Improvements, which said agreement, dated , January 12, 2022 and identified as project Public Water and Sanitary Sewer for Columbia Commons Lot 4 Commercial Subdivision, is hereby referred to and made a part hereof; and,

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the Principal and Markel Insurance Company, as surety, are held and firmly bound unto the Obligee in the penal sum of One Hundred Fifty Six Thousand Four Hundred Ninety-Seven and NO/100 US dollars (\$156,497.00) lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee , its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. This bond will remain in effect until the Principal has performed all obligations required by Obligee in connection with said improvements.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

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

to the work or to the specifications, however, the Surety shall not be liable for a greater sum than the amount specified in the bond.

In witness whereof, this instrument has been duly executed by the Principal and surety above named, on January 26 , 2022.

Principal

Address of Principal:

1091 Coal Mine Way

Cle Elum, WA

98922

St. Helens II, LLC

By: _____

Address of Surety:

4521 Highwoods Pkwy

Glen Allen, VA

23060

Surety

Markel Insurance Company

By: Mallory K. Visser

Mallory K. Visser, Attorney-In-Fact



Acknowledgment by attorney-in-fact must be attached.

JOINT LIMITED POWER OF ATTORNEY

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

Cassandra Jones, Joseph Tejada, Taryn Schram Von Haupt, Rita M. Filbeck, Mallory K. Visser

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

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

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

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

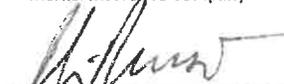
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 25th day of September, 2020.

SureTec Insurance Company

By: 
Michael C. Keimig, President



Markel Insurance Company

By: 
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 25th day of September, 2020 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By: 
Donna Donavant, Notary Public
My commission expires 1/31/2023

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

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 26th day of January, 2022.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Richard R. Grinnan, Vice President and Secretary