

Kia Selley, *RLA*, Director North Clackamas Parks and Recreation District 3811 SE Concord Road Milwaukie, OR 97267

For Filing Use Only

eptember 18, 2025				
	per 18, 2025 BCC Agenda Date/Item:			
oard of County Com cting as North Clack		tion District Board of Directors	s	
	t Value is \$206,599 for 3	act with 2KG Contractors fo months. Funding is throug No County General Funds ar	h NCPRD Capital Repair and	
Previous Board Action/Review	No previous action.			
Performance Clackamas	The project will build	The project will build a strong infrastructure.		
Counsel Review	9/3/2025 AK	Procurement Review	Yes TW	
Contact Person	Kevin Cayson	Contact Phone	503-789-4570	
ection of concrete st ue to prolonged exp oncrete has rusted a stegrity of the infrast	airs leading to the slide to osure to chemical treated and is failing. A structural ructure which requires re	ck is required to maintain safet ower and an adjacent section d pool water. More specifically I engineer has designed a rem moval and replacement of the	of the pool deck have deterion, the rebar embedded in the nedy to restore the structural existing rebar and concrete.	
	ne removal and replaceme	nmend approval of the Public ent of the concrete pool deck		
-				
TTACHMENT: Pub	lic Improvement Contract	with 2KG Contractors Inc.		



NORTH CLACKAMAS PARKS AND RECREATION DISTRICT PUBLIC IMPROVEMENT CONTRACT

This Public Improvement Contract (the "Contract"), is made by and between North Clackamas Parks and Recreation District, a political subdivision of the State of Oregon, hereinafter called "Owner", and 2KG Contractors Inc., hereinafter called the "Contractor" (collectively the "Parties"), shall become effective on the date this Contract has been signed by all the Parties.

All capitalized terms in this Contract shall have the meanings identified in the Clackamas County General Conditions for Public Improvement Contracts (11/21/2024) ("General Conditions") referenced within the Instructions to Bidders.

Project Name: Aquatic Park concrete deck and stairway repairs ("Project")

- 1. Contract Documents. This Contract shall consist of the following documents ("Contract Documents"), hereby incorporated by reference, and are listed in descending order of precedence:
 - A. This Public Improvement Contract
 - B. Clackamas County General Conditions for Public Improvement Contracts (dated 11/21/2024) ("General Conditions") https://www.clackamas.us/finance/terms.html
 - C. Exhibit A Scope of Work
 - D. Exhibit B Contractor's Quote
 - E. Exhibit C-Performance and Payment Bonds
- 2. Contract Price. The Contractor hereby agrees to perform all Work described in, and reasonably inferred from, the Contract Documents, and further described in Exhibit A. In consideration of the Contractor performing the Work in accordance with the Contract, the Owner agrees to pay the Contractor an amount not to exceed \$206,599.00 ("Contract Price"). If the Project is done on a time and materials basis, the Contractor's listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.
- 3. Representatives. Contractor has named Mario Lipari its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):
 Unless otherwise specified in the Work, the Owner designates Kevin Cayson as its Authorized Representative in the administration of this Contract. The above-named individual shall be the initial point of contact for matters related to Contract performance, payment, authorization, and to carry out the responsibilities of the Owner.
 Name of Owner's Authorized Representative shall be submitted by owner in a separate writing.
- 4. Contractor Key Persons. The Contractor's personnel identified below shall be considered Key Persons and shall not be replaced during the project without the written permission of Owner, which shall not be unreasonably withheld. If the Contractor intends to substitute personnel, a request must be given to Owner at least 30 days prior to the intended time of substitution. When replacements have been approved by Owner, the Contractor shall provide a transition period of at least 10 working days during which the original and replacement personnel shall be working on the project concurrently. Once a replacement for any of these staff members is authorized, further replacement shall not occur without the written permission of Owner. The Contractor's project staff shall consist of the following personnel:

Project Executive: Mario Lipari shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

- **5. Contract Dates.** Contractor agrees that time is of the essence in the performance of this Contract. The Contractor agrees to complete the Work in accordance with the following key dates:
 - A. COMMENCEMENT DATE: Specific Date or Upon Issuance of Notice to Proceed

Describe West Determination of device the Desirable Association

- B. SUBSTANTIAL COMPLETION DATE: September 30, 2025
- C. FINAL COMPLETION DATE: December 31, 2025

6. Minimum Wage Rates. (Check one of the fo	ollowing)	(:
---	-----------	----

compensation for all Owner-contracted Work does not exceed \$50,000.
☑ Prevailing Wage Rates requirements apply to this Project because the maximum
compensation for all Owner-contracted Work is more than \$50,000. Contractor and all
subcontractors shall comply with the provisions of ORS 279C.800 through 279C.870, relative to
Prevailing Wage Rates and the required public works bond, as outlined in Sections C.1, C.2, and
G.2.3 of the General Conditions. The Bureau of Labor and Industries (BOLI) wage rates and
requirements set forth in the following BOLI booklet (and any listed amendments to that
booklet), which are incorporated herein by reference, apply to the Work authorized under this
Contract:

PREVAILING WAGE RATES for Public Works Contracts in Oregon, July 5, 2025 which can be downloaded at the following web address:

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

The Work will take place in Clackamas County, Oregon.

- 7. Tax Compliance. The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract or applicable law.
- 8. Insurance Certificates and Required Performance and Payment Bonds.
 - 8.1. In accordance with Section G.3.5 of the General Conditions, Contractor shall furnish proof of the required insurance naming Clackamas County and the Owner as additional insureds. Insurance certificates may be returned with the signed Contract or may emailed to PACSRequest@clackamas.us.
 - 8.2. In accordance with Section G. of the General Conditions, Contractor shall furnish performance and payment bonds, on the bond forms furnished by the Owner, and in a sum equal to the Contract Price.
- **9. Execution and Counterparts.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

- 10. Integration. The Contract Documents constitute the entire agreement between the Parties. There are no other understandings, agreements or representations, oral or written, not specified herein regarding this Contract. Contractor, by the signature below of its authorized representative, hereby acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.
- 11. Compliance with Applicable Law. Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the Work to be done under this Contract including, but not limited to, compliance with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default.
- 12. Responsibility for Taxes. Contractor is solely responsible for payment of any federal, state, or local taxes required as a result of the Contract or the Work including, but not limited, to payment of the corporate activity tax imposed under enrolled HB 3427 (2019 Oregon regular legislative session). Contractor may not include its federal, state, or local tax obligations as part of the cost to perform the Work.
- 13. Contractor Data.

2KG Contractors, Inc. 4917 NE 185th Drive Portland, Oregon 97230

Contractor CCB # 80251 Expiration Date: 9/16/2026 Oregon Business Registry # 280185-88 Entity Type: DBC

State of Formation: Oregon

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

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

2KG Contractors Inc.		North Clackamas Parks and Recrea	ation District
m	8.26,2025		
Authorized Signature	Date	Signature	Date
MARIO LIPARI - PR Name / Title (Printed	LESIDBNT	Name:	
Time (Time		Title:	
		Approved for Legal Sufficiency:	
		Chranda fefa	9/3/2025
		County Counsel	Date

Rev 7/2025

EXHIBIT A – SCOPE OF WORK

The Contractor agrees to provide the labor and materials necessary for the removal, repairs and replacement of concrete decking and stairs at the North Clackamas Aquatic Park located at 7300 SE harmony Rd, Milwaukie, Oregon, 97222 owned by the North Clackamas Parks and Recreation District ("NCPRD").

Detail 1/S200 FIRST FLOOR REPAIR EXTENS PLAN

- See detail 1/S300 shown hatched for extents of slab to be evaluated and patched. If compromised material is found to be greater than that shown in detail 1/S300, notify engineer of record prior to further removal. Contractor to provide quotes based on a price per assumed square foot to allow for clear additional cost per foot if more than the assumed extent of repair is uncovered during the evaluation and demo performed by the contractor.
- Remove and replace existing CMU partition wall where the access door is located like for like as required. Note the curved wall is not a partition wall and shall not be modified. See detail 1/S200 for location of partition wall below the stairs.
- Repair pipe penetration causing significant deterioration of slab and edge beam concrete. Remove compromised material at slab and face of edge beam below as required to find competent material. Notify Engineer of record the extent of compromised material at the face of the edge beam prior to patching. Additional repair detailing may be required.
- Estimated Extent of slab replaced per detail shown at 2/S300shown shaded.
- If compromised concrete is more significant than allowed per the patching detail 1/S300 at the location, additional strengthening and details will be required to support the curved CMU wall. Notify Engineer of record as required.
- Provide #5 X 4'-0" corner bars centered in slab at each corner. Dowel bars into wall similar to typical slab reinforcing on 2/S300

Detail 2/S200 STAIR REPAIR PLAN

- Contractor shall clean away all corrosion and verify no loss of steel section occurs at other stairs and landings support locations. Notify Engineer of record if locations of loss of section are uncovered. Otherwise, apply new corrosion inhibitor to supports. Verify all existing steel angle supports have minimally (2) anchors. Provide new, additional, anchors similar to 3/S301 as required, typical, below all stairs and landings.
- Locate pipe penetration causing significant deterioration of slab. Remove compromised material at slab as required to find competent material. Notify Engineer of record the extent of compromised material at the slab and slab support prior to patching. Additional repair detailing may be required.
- Estimated extents of landing to be repaired shown per detail 2/S301 shown as hatched.
- Existing deck support beam below stair landing. Mechanically clean beam and welds of all
 corrosion and verify loss of section has occurred and existing welds are in good condition. Notify
 Engineer of Record if sections appear to be compromised or the welds appear to be in poor
 condition.
- Add additional L 6"X4"X3/8 framework angle anchor at end of ledger similar to 3/S301
- Estimated extents of stairway slab to be replaced shown in 1/S301 shown shaded.

Detail 1/S300 TYPICAL SLAB REPAR

- Mechanically remove all loose and compromised concrete until competent concrete is exposed.
- Mechanically remove deteriorated metal and corrosion from exposed reinforcing down to competent steel. Verify diameter has not been reduced by more than 10% and apply any corrosion inhibitor prior to patching with repair mortar. If Diameter is reduced by more than 10% notify Engineer of Record.

- Mechanically remove all loose and compromised concrete until competent concrete is exposed at bottom of slab. Verify thickness of removed concrete is not greater than ½" and that bottom reinforcing is not corroding. Otherwise notify Engineer of Record prior to patching or removing material further.
- Concrete Surfacing Notes:
 - o Grade all surfaces to match existing or consult waterproofing expert for improved grading to drain. Provide non-slip broom finish to top of surface.
- Remove excess material.

Detail 2/S300 TYPICAL SLAB REPLACEMENT

Specific replacement information is schematic and is based on PSE's experience with similar structures and is for Preliminary Bidding Purposes Only. The final replacements and repair design may change pending final design and calculations.

- Mechanically remove deteriorated metal and patch per 1/S300 at #4 edge beam reinforcing and #8 interior beam reinforcing. If diameter is reduced by more than 10% notify Engineer of Record prior to patching.
- New bars at 6" on center, centered between existing bars, with cover and embedment shown on sheet S300 2/S300. Use Simpson pure 220+ epoxy at existing concrete and apply corrosion inhibitor.
- Mechanically remove all loose and compromised concrete above beams until competent concrete is exposed for a min depth of 3" and a max depth of 5" notify Engineer of Record prior to removing more than 6" of concrete on top of beams.
- Verify existing CMU is competent above and below slab. If CMU is determined to be comprised, notify the engineer of record and additional repair details may be required.
- Roughen all surfaces between new and existing concrete and apply bonding agent, typical.
- Verify existing bars that dowel into edge of beam do not have loss of section. Clean and apply corrosion inhibitor.
- Reinforcing spanning in the slab span shall remain. Clean and apply corrosion inhibitor. Verify bottom and top reinforcing's diameter has not been reduced by more that 10%
- Clean and coat reinforcing spanning perpendicular to the slab span direction per detail 1/S300. Verify min ½" diameter of competent steel remains. If less, provide #3 bars between each existing bar as shown in 2/S300 Typical slab replacement detail om sheet S300.
- 1" cover around dowels, increase depth of removed concrete around dowels as required, typical.
- Roughen all surfaces between new and existing concrete and apply bonding agent, typical.
- Cut or mechanically remove concrete flush with beams as shown in detail 2/S300 on sheet S300. Do not cut existing slab reinforcing.
- Verify all concrete at all beams below slab is competent. If not notify Engineer of Record.
- Where compromised concrete thicker than 1 3/4" does not extend past the face of the beam, cut or chip away slab flush with beam face as shown in detail 2/S300 on sheet S300. DO NOT CUT EXISTING REINFORCING.

Replacement Detail:

The replacement detail is schematic and is based on PSE's experience with similar structures and is for preliminary quoting purposes.

The final replacement design may change pending final design calculations.

Detail 3/S300 SLAB REPLACEMENT AT CMU Wall

- 1" cover around dowels, increase depth of removed concrete as required, typical.
- Notify Engineer of Record if concrete below CMU walls is determined to not be competent prior to removal, typical at interior and exterior walls.
- Where compromised concrete thicker than 1 3/4" does not extend past the centerline of the beam, cut or chip away slab as shown. DO NOT CUT EXISTING REINFORCING.

Roughen all surfaces between new and existing concrete and apply bonding agent, typical.

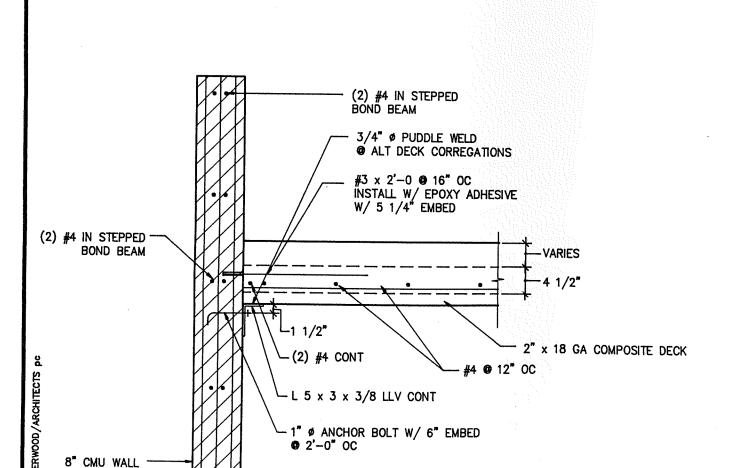
Detail 1/S301 TYPICAL STAIR REPLACEMENT DETAIL

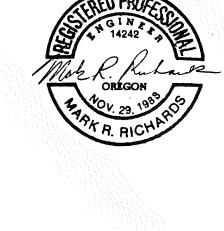
Specific replacement information is schematic and is based on PSE's experience with similar structures and is for Preliminary Bidding Purposes Only. The final replacements and repair design may change pending final design and calculations.

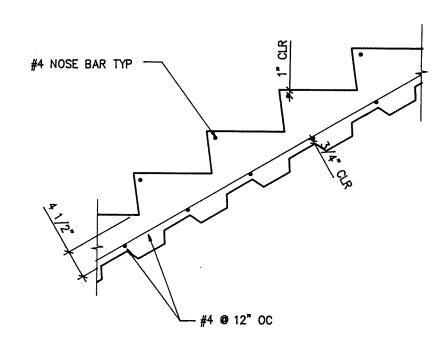
- DO NOT CUT OR DAMAGE EXISTING #3 DOWELS. Once exposed mechanically remove deteriorated metal from exposed reinforcing down to competent steel. Verify diameter has not been reduced by more than 10% and apply corrosion inhibitor prior to pouring new stair. If diameter is reduced by more than 10% notify engineer of record.
- Verify existing CMU is competent above and below slab.
- New galvanized L 6"X4"X3/8 framework angle, field verify anchor locations and provide additional galvanized anchors as noted in this detail.
- Mechanically clean existing anchorage and verify no loss of section has occurred, where anchor has lost section, cut bolt flush with CMU wall and sand blast all exposed steel until competent, clean metal is exposed. Apply a corrosion inhibitor at existing bolt and provide replacement anchorage per detail 3/S301. Note all new angles and anchorage shall be galvanized.
- Remove and replace existing decking w/Verco PLW2-36 grade 50 composite decking w/5/8" dia ARC spot weld conn to support w/36/3 pattern. Button punch sidelap connections and provide deck closures each end per manufacturer. Following installation, paint bottom of decking with corrosion inhibitor.
- Min 2" deck bearing.
- (2) #4 continuous longitudinal bars at location shown each side of stair and at max 12" on center between.
- #4 bars at 12" on center.
- #4 nose bars w/ 1 1/2" clr cover in both directions at each step nose.
- Step height match existing stair.
- Consult waterproofing expert and provide flashing, sealants, and any other waterproofing elements per their recommendations. Contractor to submit their recommendations to the Engineer of Record prior to construction.

Detail 2/S301 TYPICAL LANDING REPAIR DETAIL

- At top of landing mechanically remove all loose and compromised coating and concrete until competent concrete is exposed and repair and patch concrete and steel similar to 1/S300 on page S300.
- Mechanically remove all compromised steel decking near bearing angle and clean away all staining. If concrete and reinforcing is competent, sound condition and no removal of compromised concrete is required prior to patching and sealing similar to 1/S30.
- Mechanically clean existing bearing angle and anchorage. Verify no loss of section has occurred at the angle or anchor and apply new coating. If angle has loss section, replace similar to 1/S301







/Architect	
Robertson / Sherwood / Architect	STATE OF THE PROPERTY OF THE P
Robertson	1 2 XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

AQUATICS CENTER INDOOR

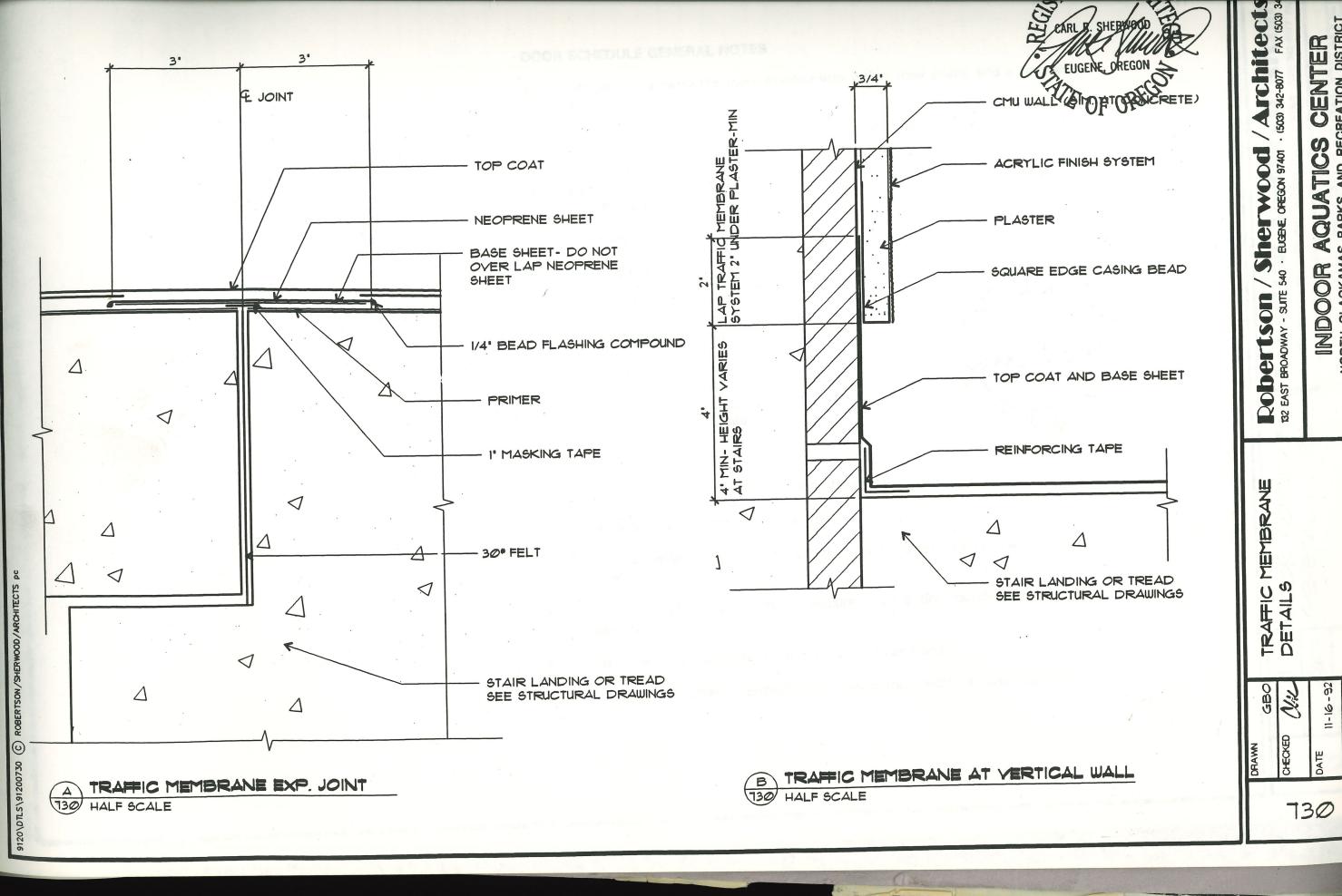
AND RECREATION DISTRICT

NORTH CLACKAMAS PARKS

CONCRETE DETAILS 11-16-92 OFFICED MRR/MT 를 DATE

312

DETAIL 3/4" = 1'-0"



INDOOR AQUATICS CENTER NORTH CLACKAMAS PARKS AND RECREATION DISTRICT

9120

EXHIBIT B – CONTRACTOR'S QUOTE





4917 N.E. 185th Drive • Portland, OR 97230 • (503) 489-2020 • Fax (503) 489-0990 • Oregon CCB # 80251

June 18, 2025

North Clackamas Aquatic Park 7300 SE Harmony Road Milwaukie, Oregon 97222

Re: Concrete deck and stairway repairs

Kevin Cayson

2KG Contractors has reviewed the Project drawings and S1 document in full. 2KG Proposes doing this work as outlined in the noted documents for the sum of:

Two Hundred six thousand five hundred ninety-nine dollars\$206,599.00

2KG can offer a credit in the amount of \$10,000 if NACP/PSE can provide an alternate method to repair the slab under the stairs (verification via engineering that an additional slab is permitted under existing slab, thus not requiring full demo of existing slab), estimated to be 135sqft. This quote does assume an application of self-leveling grout on the top of the existing slab.

The cost above includes 100SF of pool deck slab repair under details 1/S300. Additional pool deck slab repair can be performed for \$100/SF. All cost assume current prevailing wage rates.

We appreciate the opportunity and please don't hesitate to reach out for any clarifications.

Respectfully,

Mario Lipari 503.313.3045

EXHIBIT C-PERFORMANCE AND PAYMENT BONDS



CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

* If using multiple sureties		Total Penal Sum of Bond:	\$ 206,599.00	
	(Surety #2)*	Bond Amount No. 2:*	\$	
Travelers Casualty and Company of America	Surety (Surety #1)	Bond Amount No. 1:	\$ 206,599.00	
Project Name: Aqua	ntic Park concrete de	ck and stairway repairs		
Bond No.: 100294321				

We, 2KG Contractors, Inc.

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

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

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

WHEREAS, the Principal has agreed to perform the Contract in accordance with the terms, conditions, requirements, plans and specifications, and all authorized modifications of the Contract which increase the amount of the work, the amount of the Contract, or constitute an authorized extension of the time for performance, notice of any such modifications hereby being waived by the Surety:

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal herein shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things undertaken by Contractor to be performed under the Contract, upon the terms set forth therein, and within the time prescribed therein, or as extended as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any direct or indirect damages or claim 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 Principal or its subcontractors, and shall in

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

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

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

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

PRINCIPAL: 2KG Contractors, Inc.
By: M
Signature
PRESIDENT Official Capacity
Attest: W. L.

day of August

SURETY: Travelers Casualty and Surety Company of America [Add signatures for each if using multiple bonds]

Corporation Secretary

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

Name

, 20 25 .

Tamara A. Ringeisen ATTORNEY-IN-FACT

One Tower Square

Address

Hartford, CT 06183

City State Zip
503.467.2809 866.577.1326

Phone Fax

Dated this 26



Bond No.: 108294321

CLACKAMAS COUNTY PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Project Name: Aquatic Park concrete deck ar	nd stairway repairs	
Travelers Casualty and Surety Company of America (Surety #1) (Surety #2)* * If using multiple sureties	Bond Amount No. 1: Bond Amount No. 2:* Total Penal Sum of Bond:	\$ 206,599.00 \$ \$ 206,599.00
We, 2KG Contractors, Inc.		ipal, and the above identified
Surety(ies), authorized to transact surety busing	ness in Oregon, as Surety, he	ereby jointly and severally bind
ourselves, our respective heirs, executors, adm	ninistrators, successors and ass	signs firmly by these presents to
pay unto Clackamas County, the sum of (To	tal Penal Sum of Bond) Two	Hundred Six Thousand Five Hundred

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

payment of such sum only as is set forth opposite the name of such Surety); and

Ninety Nine and No/100------ (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the

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

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

NOW, THEREFORE, THE CONDITION OF THIS BOND IS SUCH that if the Principal shall faithfully and truly observe and comply with the terms, conditions and provisions of the Contract, in all respects, and shall well and truly and fully do and perform all matters and things by it undertaken to be performed under said Contract and any duly authorized modifications that are made, upon the terms set forth therein, and within the time prescribed therein, or as extended therein as provided in the Contract, with or without notice to the Sureties, and shall defend, indemnify, and save harmless Clackamas County and its elected officials, officers, employees and agents, against any claim for direct or indirect damages of every kind and description that shall be suffered or claimed to be suffered in connection with or arising out of the performance of the Contract by the Contractor or its subcontractors, and shall promptly pay all persons supplying labor, materials or both to the Principal or its subcontractors for prosecution of the work provided in the Contract; and shall promptly pay all contributions due the State Industrial Accident Fund and the State Unemployment Compensation Fund from the Principal or its subcontractors in connection with the performance of the Contract; and shall pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or

materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

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

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

Dated this 26	day ofAugust	, 20_25
	PRINCIPA	L: 2KG Contractors, Inc.
	Ву:	5: 2
	PRESID	Signature
	Attest:	M. Defficial Capacity

SURETY: Travelers Casualty and Surety Company of America [Add signatures for each if using multiple bonds]

Corporation Secretary

BY ATTORNEY-IN-FACT:

[Power-of-Attorney must accompany each bond]

Name Signature One Tower Square Address Hartford, CT 06183 Zip State City 866.577.1326 503.467.2809 Phone Fax

Tamara A. Ringeisen ATTORNEY-IN-FACT

Dated this 26



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

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Bryan Richard Ludwick, Michael S Mansfield, Kari Michelle Motley, Tamara A Ringeisen, Donald Percell Shanklin JR, and Lois F Weathers of Portland, Oregon, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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







State of Connecticut

City of Hartford ss.

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

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

My Commission expires the 30th day of June, 2026

NOTARY PUBLIC

Anna P. Nowik, Notary Public

Bryce Grissom, Senior Vice President

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

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

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

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

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

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

Dated this 26 day of August ,







Kevin E. Hughes, Assistant Secretary