



CLACKAMAS

**WATER
ENVIRONMENT
SERVICES**

GREGORY L. GEIST | DIRECTOR

Water Quality Protection
Surface Water Management
Wastewater Collection & Treatment

August 13, 2026

BCC Agenda Item: _____

Board of County Commissioners
Acting as the governing body of Water Environment Services
Clackamas County

Approval of a Contract with Konell Construction and Demolition Corporation for emergency temporary pipe protection on the Sandy River Lane Force Main Project. Contract Value is \$524,513.05 for 1 year. Funding is through WES Sanitary Sewer Construction Funds. No County General Funds are involved.

Previous Board Action/Review: Presented at Issues – August 11, 2026

Performance Clackamas: 1. This project supports WES' strategic plan to upgrade WES' infrastructure to ensure the sustainable delivery of reliable, high-quality, and climate-resilient clean water services that support the growth and vitality of our communities, natural environment, and economy.

2. This project supports the County's Strategic Priorities of Strong Infrastructure, Vibrant Economy, and Safe, Secure and Livable Communities.

Counsel Review: Yes

Procurement Review: Yes

Contact Person: Jeff Stallard

Contact Phone: 503-742-4694

EXECUTIVE SUMMARY: The Sandy River Lane Force Main Replacement Project will address an exposed wastewater pipeline undercrossing beneath the Sandy River in the Hoodland service area. The pipeline was exposed due to channel migration during the December, 2025 storm events. WES received approval for an emergency (temporary) project this summer that will protect the pipeline during high river flows this winter and intends to construct a permanent fix during the summer of 2027.

In May 2026, the United States Army Corp of Engineers determined that the exposed pipe would fall under emergency permitted work in the Sandy River. WES issued an emergency procurement declaration to allow an expedited contracting process to complete the work within the limited in-water work window, which requires construction to be completed by August 31, 2026. Work under this contract includes installing large boulders and cobble in the Sandy River to protect the recently exposed sanitary sewer force main while a new river crossing is designed and constructed.

RECOMMENDATION: Staff recommends that the Board of County Commissioners of Clackamas County, acting as the governing body of Water Environment Services, approve Contract #1883 with Konell Construction and Demolition Corporation for the Sandy River Lane Force Main Emergency Temporary Pipe Protection.

Respectfully submitted,

Ron Wierenga
Assistant Director, WES

Attachment: Contract #1883, Konell Construction and Demolition Corporation

For Filing Use Only

**WATER ENVIRONMENT SERVICES
PUBLIC IMPROVEMENT CONTRACT #1883**

This Public Improvement Contract (the “Contract”) is made by and between Water Environment Services, an intergovernmental entity formed pursuant to ORS Chapter 190 (“Owner”), and Konell Construction & Demolition Corporation (“Contractor”), both collectively the “Parties.” This Contract shall become effective on the date this Contract has been signed by all the Parties and shall expire upon completion the completion of all obligations under the terms of this Contract unless terminated earlier by 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 below.

Project Name: Repairs to the Sandy River Force Main (“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 – Fee Schedule
 - 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 for the Contractor performing the Work in accordance with the terms of the Contract, the Owner agrees to compensate the Contractor for Work on a time and material basis at the rates outlined in Exhibit B and subject to a maximum not-to-exceed price of **\$524,513.05** (“Contract Price”). Payment will be made in accordance with the terms and conditions provided in the Contract Documents. If the Project is done on a time and materials basis, the Contractor’s listing of wage rates, material unit costs and overhead charges for the Work is attached to this Contract.
- 3. Representatives.** Contractor has named Khara Hillis as its Authorized Representative to act on its behalf. Owner designates, or shall designate, its Authorized Representative as indicated below (check one):

☒ Unless otherwise specified in the Work, the Owner designates Jessica Rinner 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: Khara Hillis shall be the Contractor's project executive, and will provide oversight and guidance throughout the project term.

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

- A. COMMENCEMENT DATE: Upon Issuance of Notice to Proceed
- B. SUBSTANTIAL COMPLETION DATE: June 30, 2027
- C. FINAL COMPLETION DATE: June 30, 2027

6. Reserved.

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

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

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

PREVAILING WAGE RATES for Public Works Contracts in Oregon, January 5, 2026, and amended on April 5, 2026, which can be downloaded at the following web address:

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

The Work will take place in Clackamas County, Oregon

8. 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.

9. Insurance Certificates and Required Performance and Payment Bonds.

9.1 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.

9.2 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. Contractor Data.

Konell Construction & Demolition Corporation
36000 Industrial Way
Sandy, Oregon 97055

Contractor CCB # 122459 Expiration Date:

Oregon Business Registry # 393730-89 Entity Type: DBC
Oregon

State of Formation:

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.

Konell Construction & Demolition Corporation

Water Environment Services



8/6/2026

Authorized Signature

Date

Khara Hillis

Name / Title (Printed)

Signature

Date

Name: _____

Title: _____

Approved for Legal Sufficiency:


County Counsel

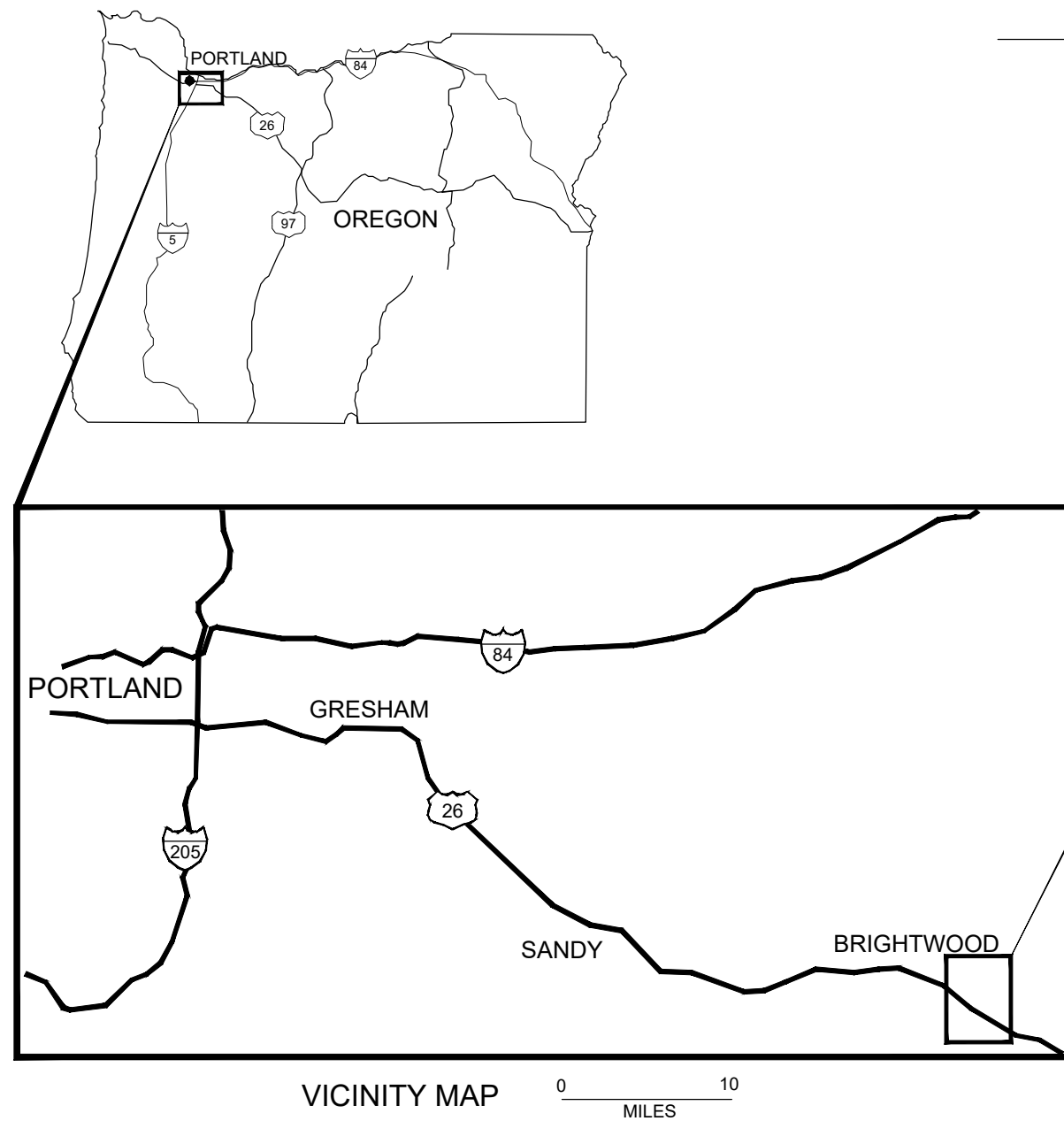
8/6/2026

Date

EXHIBIT A – SCOPE OF WORK

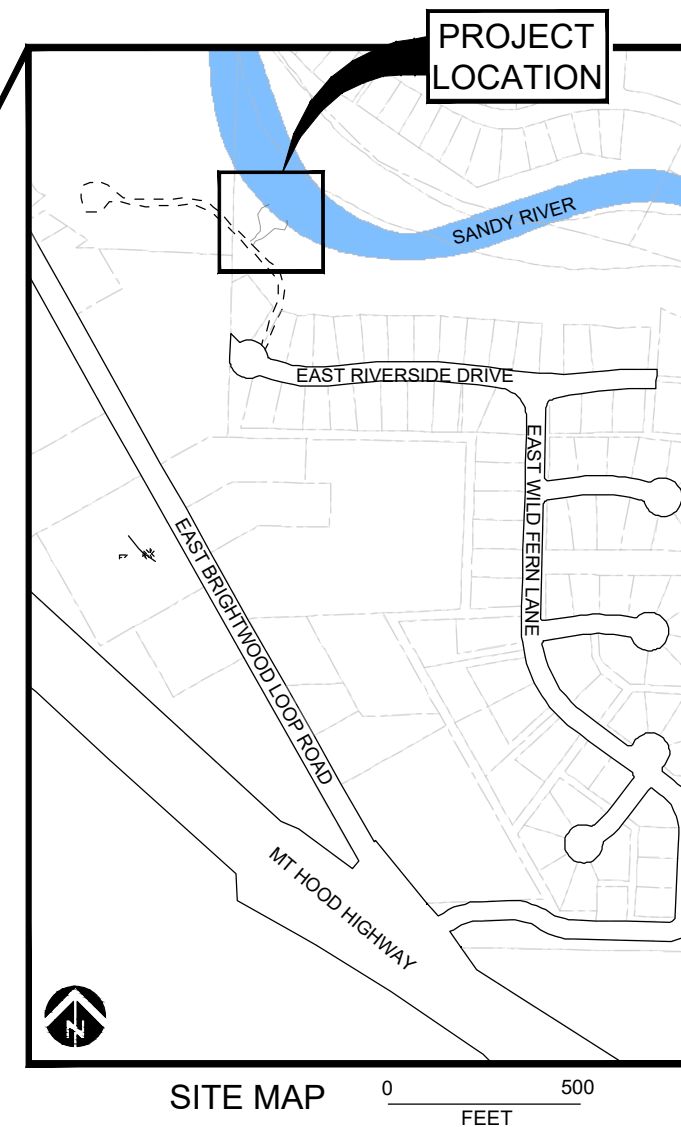
SANDY RIVER LANE FORCE MAIN EMERGENCY TEMPORARY PIPE PROTECTION

FINAL DESIGN - JULY 2026



COORDINATES:
LATITUDE 45°21'57.20"N
LONGITUDE 121°59'55.99"W

WATERBODY: SANDY RIVER
TRIBUTARY OF: COLUMBIA RIVER



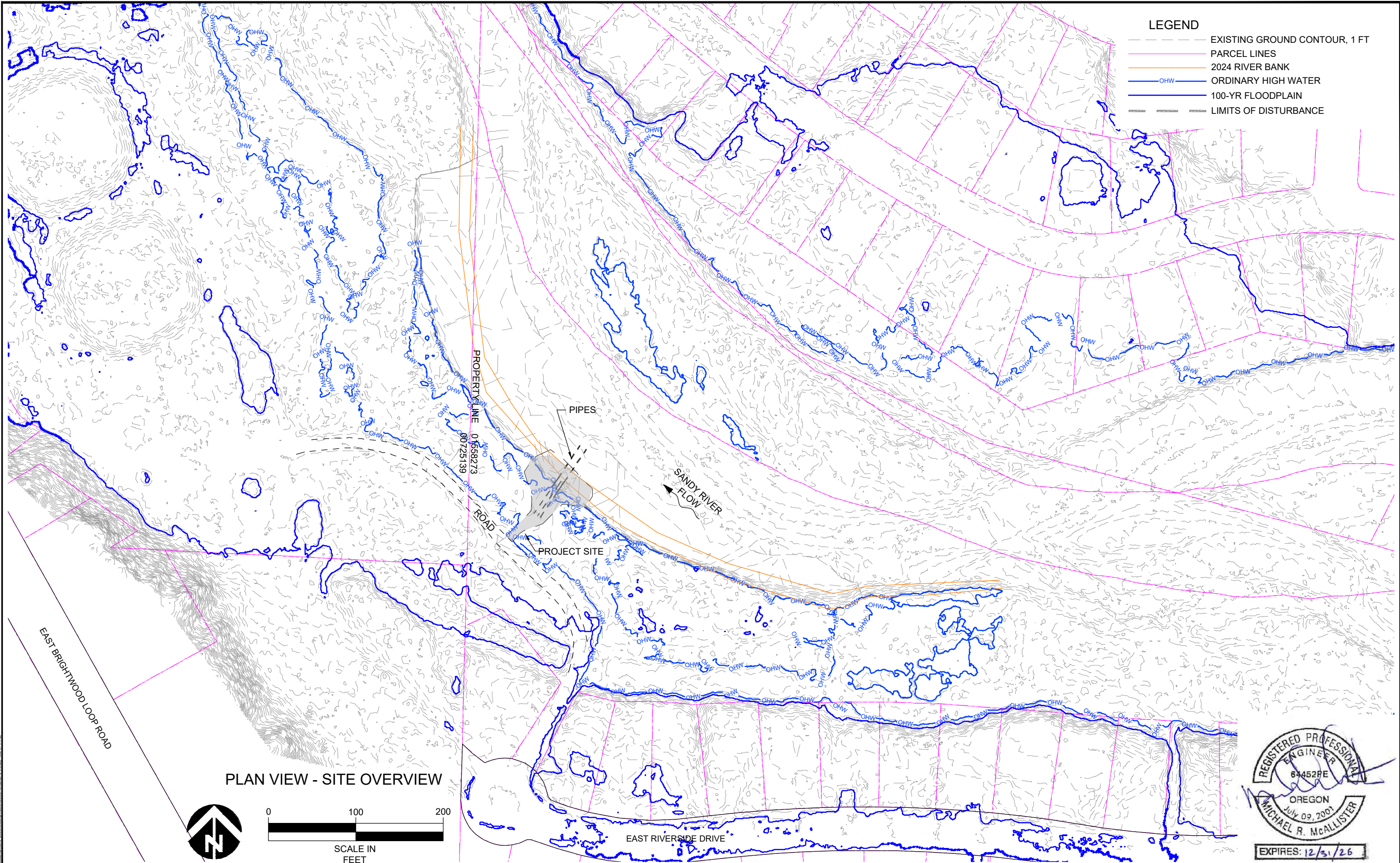
DRAWINGS

- 1 TITLE SHEET, LOCATION MAPS
2 NOTES
3 SITE OVERVIEW
4 PIPE PROTECTION - BOULDER BARBS
5 DETAILS



					MM	MM	MM	CLACKAMAS WES SANDY RIVER LANE FORCE MAIN EMERGENCY TEMPORARY PIPE PROTECTION	 501 Portway Avenue, Suite 101 Hood River, OR 97031 541.386.9003 www.interfluve.com	TITLE SHEET, LOCATION MAPS	SHEET
					DRAWN	DESIGNED	CHECKED				1 OF 5
					MM	JULY 2026					
NO.	RY	DATE	REVISION DESCRIPTION		APPROVED	DATE	PROJECT				

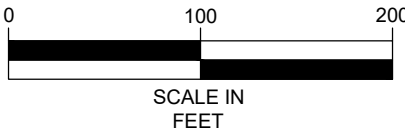
				MM DRAWN	MM DESIGNED	MM CHECKED	CLACKAMAS WES SANDY RIVER LANE FORCE MAIN EMERGENCY TEMPORARY PIPE PROTECTION  501 Portway Avenue, Suite 101 Hood River, OR 97031 541.386.9003 www.interfluve.com	NOTES	SHEET
				MM APPROVED	JULY 2026 DATE	PROJECT			2 OF 5
NO.	BY	DATE	REVISION DESCRIPTION						



LEGEND

- EXISTING GROUND CONTOUR, 1 FT
- PARCEL LINES
- 2024 RIVER BANK
- ORDINARY HIGH WATER
- 100-YR FLOODPLAIN
- LIMITS OF DISTURBANCE

PLAN VIEW - SITE OVERVIEW



NO.	BY	DATE	REVISION DESCRIPTION

MM DRAWN	MM DESIGNED	MM CHECKED
MM APPROVED	JULY 2026 DATE	 PROJECT

CLACKAMAS WES
SANDY RIVER LANE FORCE MAIN
EMERGENCY TEMPORARY PIPE PROTECTION



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

SITE OVERVIEW

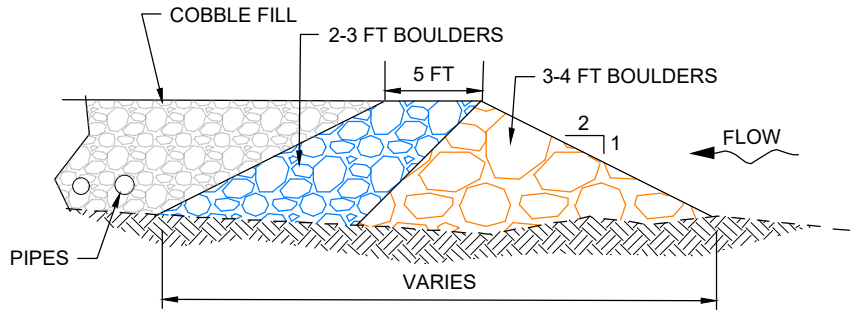
RECOMMENDED SEQUENCE

1. ACCESS SITE, INSTALL EROSION AND SEDIMENT CONTROL PLAN, AND PROTECT TREES AND OTHER EXISTING VEGETATION, AS PER 1200CA. INSTALL COFFERDAM TO ISOLATE IN-STREAM WORK FROM THE WATERWAY.
2. COORDINATE WITH OWNER'S REPRESENTATIVE TO DE-FISH ISOLATED WORK AREA, FOLLOWING PERMITTING GUIDELINES.
3. WORKING FROM THE EDGE OF THE BANK, INSTALL TIP BOULDERS.
4. EXCAVATE KEY TRENCH.
5. INSTALL LARGE BODY BOULDERS ALONG UPSTREAM FACE.
6. INSTALL COBBLE FILL AROUND PIPES TO PROVIDE PROTECTION DURING BOULDER PLACEMENT.
7. INSTALL BODY BOULDERS TO FORM TOP AND DOWNSTREAM FACE. TAKE CARE TO NOT CONTACT PIPES WITH BOULDERS OR EQUIPMENT.
8. REPEAT FOR SECOND BARB.
9. FILL BETWEEN BARBS USING 8" MINUS COBBLE FILL.
10. RESTORE WORK, ACCESS, AND STAGING AREAS BY REMOVING COFFERDAM, DECOMPACTING SOILS AND REGRADING TO ORIGINAL CONDITION. APPLY SEED MIX AND SPREAD CERTIFIED WEED-FREE MULCH ON ALL BARE GROUND PRIOR TO DEMOBILIZING.

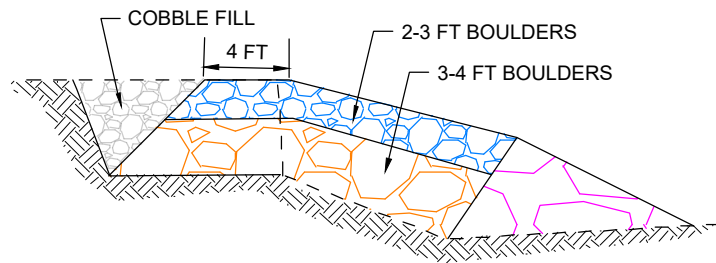
ROCK CLASS	APPLICATION	DIAMETER	WEIGHT*	% OF TOTAL VOLUME**	VOLUME (CY)
BODY BOULDERS	BODY FILL AND BACKING	2-3 FT	0.6-1.5 TONS	50%	62.5 CY
LARGE BODY BOULDERS	OUTER FACE, UPSTREAM SIDE	3-4 FT	1.5-3 TONS	35%	43.8 CY
TIP BOULDERS	UPSTREAM NOSE AND OUTER 1/3	4-6 FT	3-9 TONS	15%	18.7 CY
		—	—	100%	125 CY

* DENSITY OF STONE SHALL BE GREATER THAN 165 PCF
** VOLUMES AND PERCENTAGE RATIOS ARE APPROXIMATE

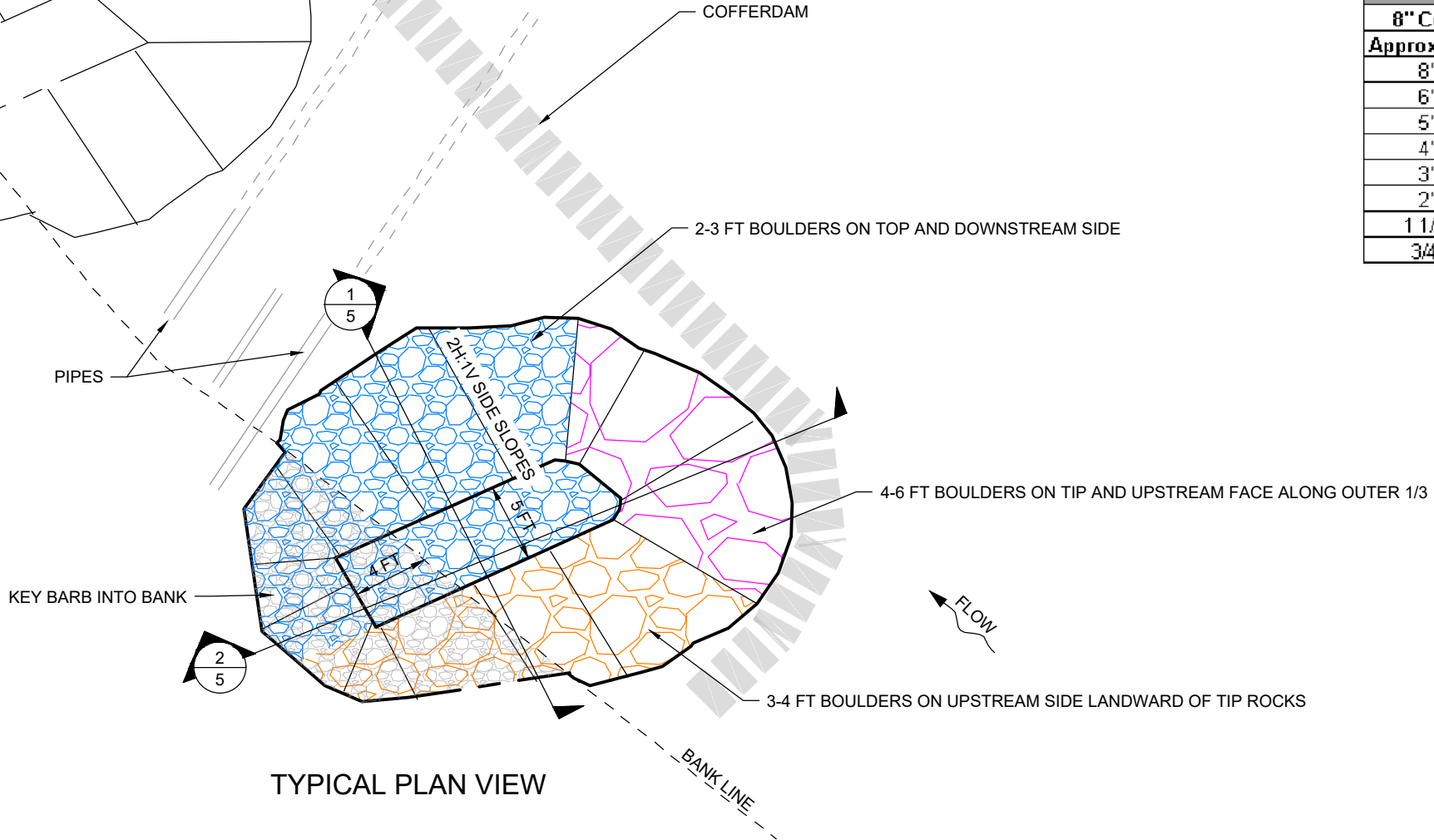
Cobble Fill	
8" Cobbles (ODOT 01091.10)	
Approx. Size	Percent Passing
8"	99-100
6"	70-90
5"	
4"	
3"	30-60
2"	
1 1/2"	
3/4"	10 max.



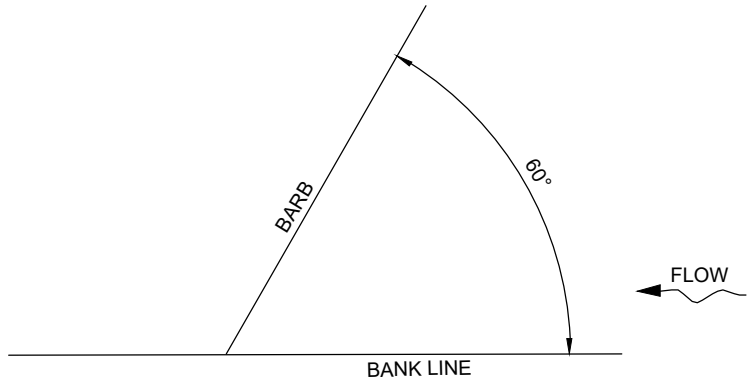
1
5
TYPICAL FILL ZONES
CROSS SECTION



2
5
TYPICAL FILL ZONES
PROFILE - BANK TO TIP



TYPICAL PLAN VIEW



NO.	BY	DATE	REVISION DESCRIPTION

MM	MM	MM
DRAWN	DESIGNED	CHECKED
MM	JULY 2026	
APPROVED	DATE	PROJECT

CLACKAMAS WES
SANDY RIVER LANE FORCE MAIN
EMERGENCY TEMPORARY PIPE PROTECTION



501 Portway Avenue, Suite 101
Hood River, OR 97031
541.386.9003
www.interfluve.com

DETAILS

EXHIBIT B – FEE SCHEDULE



(503)668-3516 • www.konell.net
36000 Industrial Way, Sandy, OR 97055
CCB #122459

July 24, 2026

Jessica Rinner P.E.
150 Beaver Creek Rd,
Oregon City, OR 97045

RE: Sandy River Lane Force Main Exposed

Konell will assist Clackamas Water Environment Services install large boulders & cobble in the Sandy River to protect the recently exposed sanitary sewer force main. Access to the area needs some minor clearing for access. Fence will be installed for a working barrier as well as tree protection. Machines working near the water will have diapers and hydraulic oil changed out to meet spec. Estimate includes building a cofferdam and pumping water down. Cofferdam and erosion control materials will be removed upon completion. Area will be seeded and mulched when complete. Current estimates include a water truck however they do not include a 24 hour fire watch.

We estimate it will cost \$524,513. This estimate is based on the attached labor, equipment and material estimates plus overhead and markup. Final cost will be based on actual labor, equipment and materials as outlined in the attached billing rates.

Material and equipment availability has been confirmed.
Please reach out if you have any questions.

Thank you,

A handwritten signature in black ink that reads "Khara Hillis".

Khara Hillis
VP/Project Manager
Konell Construction & Demolition Corp



Unit prices - Estimate

Total	\$ 524,513.05
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EXHIBIT C- PERFORMANCE AND PAYMENT BONDS



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PERFORMANCE BOND

Bond No.: 108535318

Solicitation: **Repairs to the Sandy River Force Main**

Travelers Casualty and Surety
Company of America (Surety #1)
(Surety #2)*

Bond Amount No. 1:	\$ 524,513.05
Bond Amount No. 2:*	\$
Total Penal Sum of Bond:	\$ 524,513.05

* If using multiple sureties

We, Konell Construction & Demolition Corp. 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) Five Hundred Twenty-Four Thousand Five Hundred Thirteen and 05/100 (\$524,513.05) (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.

Dated this _____ day of _____, 20____.

PRINCIPAL: Konell Construction & Demolition Corp.

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Jessi Wimer _____
Name

 _____
Signature

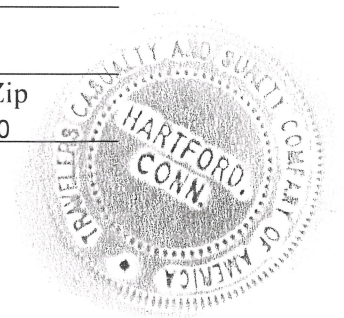
PO Box 2808 _____
Address

Portland, OR 97208 _____

City State Zip

503-224-2500 503-224-9830

Phone Fax





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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026**.



State of Connecticut

City of Hartford ss.

By: 

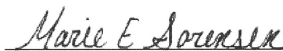
Bryce Grissom, Senior Vice President

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March**, **2031**





Marie E. Sorensen, Notary Public

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

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

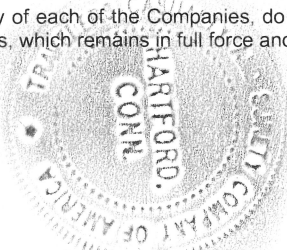
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing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

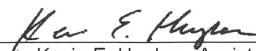
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

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

Dated this _____ day of _____





Kevin E. Hughes, Assistant Secretary

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



CLACKAMAS COUNTY
PUBLIC IMPROVEMENT CONTRACT

PAYMENT BOND

Bond No.: 108535318

Solicitation: **Repairs to the Sandy River Force Main**

Travelers Casualty and Surety

Company of America (Surety #1)

(Surety #2)*

Bond Amount No. 1: \$ 524,513.05

Bond Amount No. 2:* \$

Total Penal Sum of Bond: \$ 524,513.05

* *If using multiple sureties*

We, Konell Construction & Demolition Corp., 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) Five Hundred Twenty-Four Thousand Five Hundred Thirteen and 05/100 (\$524,513.05) (Provided, that we the Sureties bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety); and

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

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

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

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

pay over to the Oregon Department of Revenue all sums required to be deducted and retained from the wages of employees of the Principal and its subcontractors pursuant to ORS 316.167, and shall permit no lien nor claim to be filed or prosecuted against Clackamas County on account of any labor or materials furnished; and shall do all things required of the Principal by the laws of this State, then this obligation shall be void; otherwise, it shall remain in full force and effect for so long as any term of the Contract remains in effect.

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

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

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

Dated this _____ day of _____, 20____.

PRINCIPAL: Konell Construction & Demolition Corp.

By: _____
Signature

Official Capacity

Attest: _____
Corporation Secretary

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

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

Jessi Wimer
Name

Signature

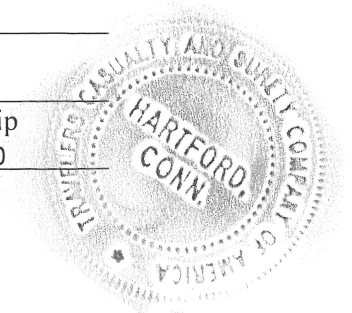
PO Box 2808
Address

Portland, OR 97208

City State Zip

503-224-2500 503-224-9830

Phone Fax





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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May**, **2026**.



State of Connecticut

City of Hartford ss.

By: 

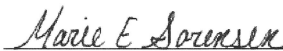
Bryce Grissom, Senior Vice President

On this the **13th** day of **May**, **2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March**, **2031**





Marie E. Sorensen, Notary Public

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

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

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

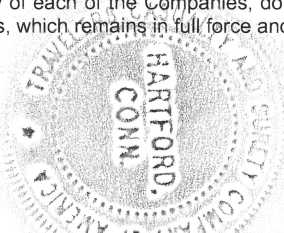
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

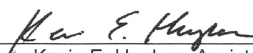
FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of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

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

Dated this

day of





Kevin E. Hughes, Assistant Secretary

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