ROSEBURG URBAN SANITARY AUTHORITY
ROSEBURG, OREGON

For the Construction of

HOOKER ROAD SEWER PROJECT

TO ALL PLAN HOLDERS:

ADDENDUM NO. 1

Addendum No. 1 to the plans, specifications, and/or bid documents for the Hooker Road Sewer Project is a part of the Contract Documents and as such, supersedes anything within the Contract Documents with which it may conflict.

A. The following information has been made as Information Available to Bidders:

Sewer Inspections
Closed-Circuit Television Inspections (videos and reports) are available for the project sewers and can be obtained by emailing Ryon Kershner at Roseburg Urban Sanitary Authority. ryon@rusa-or.org

Previous Bid Proposal
Per a Public Records Request, RUSA is making available the single Bid Proposal received on the previous advertisement of this project, received on January 11, 2021. This Bid Proposal is attached to this Addendum.

Engineer's Estimate
The Engineer's Estimate for the project ranges from $1,400,000 to $1,800,000.

City of Roseburg Bypass Pumping
An electronic mail (email) from the City of Roseburg permitting the use of their storm sewers to be used for pulling bypass pumping discharge lines. A copy of this email is attached to this addendum.

B. The following change(s) has been made to the Special Provisions:

Section 00490 – Work on Existing Sewers and Structures

At the end of Subsection 00490.40, add the following:

"Bypass flows for 8-inch collector sewers shall assume a 220 gallons/equivalent dwelling unit (EDU) per day during the dry season and an 800 gallon/EDU-day during peak wet-weather events. The following Table lists anticipated flows for the 18-inch trunk sewer:"

Location	Diurnal Peak Flow, July 2020 (gpm)	Diurnal Wet-Weather Peak Flow, Nov 2020 (gpm)
SSMH-N10479	400	950

All proposers are required to provide evidence of the receipt of and acceptance of this Addendum No. 1 with their proposal. Signing in the space provided below and submitting the signed Addendum with the proposal satisfies this requirement.

If your proposal has been sent prior to the receipt of this Addendum and after reviewing the Addendum you still want to propose, place the signed Addendum or other written evidence of acceptance of the proposal changes into a sealed envelope. Mark the sealed envelope with "PROPOSAL MODIFICATIONS" and the "PROPOSAL NAME." The envelope must be delivered to the same office as the original proposal prior to the proposal closing time.

Receipt acknowledged and conditions agreed to this _____day of _____, 202__.

NAME OF FIRM:

_____

SIGNATURE: _____

DATE: _____

BIDDER'S CHECK LIST

Bidder's attention is called to the following forms and conditions, which must be executed in full as required with the bid and completed in accordance with the provisions of the Modified General Conditions:

A. **BID FORM(S):** Each bidder shall complete the bid form(s) in accordance with Section 00120.40, Preparation of Bids.

B. **BID GUARANTY:** All bids shall be accompanied by a Bid guaranty and conform to Section 00120.40(e). If a Surety bond is submitted, bidder must use the standard Bid Bond form included. The amount of a certified check, cashier's check, irrevocable letter of credit or Bid Bond shall not be less than 10% of the total Bid amount.

C. **FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM:** When required by law, this form must be submitted by the bid submission deadline, at which time bids will be opened and read, or within two working hours of such submission deadline. If no subcontractors for labor or for labor and materials will be used, the bidder must write "NONE" on the disclosure form, sign and submit the form as required. Failure to submit this form within two hours of the bid submission deadline will result in the bid becoming non-responsive and such bid will be returned to the bidder.

D. **DRUG TESTING PROGRAM CERTIFICATION FORM:** This form must be submitted with the bid to demonstrate that bidder has an employee drug and alcohol testing program in place and will continue to keep the program in place throughout the duration of performing the Contract awarded.

E. **PUBLIC WORKS BOND PRE-BID NOTICE & CERTIFICATION FORM:** This form must be submitted with the bid to demonstrate contractor's awareness of and intended compliance with the requirement to file a Public Works Bond with the Construction Contractors Board prior to beginning work on the project if awarded the bid.

The following forms are to be executed after the Contract is awarded, prior to beginning work on the project:

A. **CONSTRUCTION CONTRACT:** This agreement is to be executed by the successful bidder.

B. **PERFORMANCE BOND AND PAYMENT BOND:** Both a Performance Bond and a Payment Bond are to be executed by the successful bidder and bidder's Surety Company and submitted at the time the Contract is executed.

C. **PUBLIC WORKS WAGE CERTIFICATION FORM:** This form is to be completed in accordance with state law and submitted with the first and last request for payment.

D. **CERTIFICATE OF INSURANCE:** This certificate is to be executed by the successful bidder and bidder's insurance company and submitted at the time the Contract is executed.

E. **PUBLIC WORKS BOND FILING CERTIFICATION:** This form is to be executed by the successful bidder and submitted at the time the Contract is executed to certify if Contractor has filed the required Public Works Bond or elected not to file the Bond due to qualifying under ORS 200.055.

BID FORM

Roseburg Urban Sanitary Authority
1297 NE Grandview Drive Roseburg,
Oregon 97470

The undersigned bidder has carefully examined the Contract Documents for the construction of the

HOOKER ROAD SEWER PROJECT

referred to in the Invitation to Bid dated 16th day of November, 2020 inviting bids on such Project and also the site of the Project. Bidder will provide all necessary labor, equipment, tools, apparatus and other means of construction, do all the work and furnish all the materials called for by said Contract Documents in the manner prescribed therein to provide a complete Project.

Notes:

(1) Bid items shall include all applicable taxes, fees and permits.

(2) RUSA has a fixed budget for the Project. Evaluation of Bids will be based on the lowest Total Cost for Schedule A from responsible and responsive firms. If the Base Bid is lower than the budget, RUSA can elect to add Schedule B as an Owner-option. If the Project budget can support additional work, RUSA can then elect to add Schedule C.

SCHEDULE A – BASE BID
(All work not included in Schedules B and C, listed below. Manhole work common to multiple schedules shall be included in the higher priority schedule, as reflected in the bid quantities.)

Bid Item	Spec Section	Item Description	Qty	Unit	Unit Cost	Total Cost
A1	210	Mobilization	1	LS	$133,000	$133,000
A2	225	Traffic Control	1	LS	$58,500	$58,500
A3	320	Erosion Control	1	LS	$1,500	$1,500
A4	408	One Piece Main and Lateral Liner, Lateral, 0 to 12 Ft	3	EA	$4950	$14,850
A5	408	One Piece Main and Lateral Liner, Lateral, Each additional foot	113	LF	$48.00	$5,424
A6	412	CIPP Liner, 8-inch	2109	LF	$48.00	$101,232
A7	412	CIPP Liner, 18-inch	2354	LF	$99.00	$233,046
A8	412	Internal Lateral Reinstatement	2	EA	$605.00	$1,210
A9	415	Service Line Video Inspection, Launch Camera	3	EA	$750.00	$2,250
A10	444	Private Individual Pumping Station	6	EA	$7,250	$43,500
A10.1	444	Optional Remote Monitoring System	6	EA	$9,000	$54,000
A11	444	2 Inch Pressure Sewer	334	LF	$48.00	$16,032
A12	445	4 Inch PVC Pipe, 5 Ft Depth	1248	LF	$59.00	$73,632
A13	445	8 Inch PVC Pipe, 5 Ft Depth	981	LF	$89.00	$87,309
A14	445	Pipe Tees, 4-Inch x 8-Inch or 6-Inch x 8-Inch	15	EA	$850.00	$12,750
A15	445	Existing Service Line Reconnections	24	EA	$2425	$58,200
A16	445	Cleanout over Existing Lateral	19	EA	$2650	$50,350
A17	470	Concrete Manholes, 48 Inch	6	EA	$5750	$34,500
A18	470	Concrete Manhole, 60 Inch	1	EA	$6545	$6545

A18	490	Filling Abandoned Structures	18	EA	$1200	$21,600
A19	490	Sewer Bypassing	1	LS	$141,265	$141,265
A20	492	Manhole Rehabilitation	10	EA	$6435	$64,350
A21	495	Trench Resurfacing	1750	SY	$41.00	$71,750
A22	640	3/4-inch Aggregate Base	1847	TON	$25.00	$46,175
A23	1020	Landscape Restoration	1	LS	$12,750	$12,750
					Bid Total (Schedule A)	$1,345,720.00

Total Bid (Schedule A): One Million three hundred forty five Thousand seven hundred and Twenty (use words)

SCHEDULE B – RUSA OPTION
(C-3: N11283-N11276, N11280-N11279;
C-4: N11288-N11287, N11285-N11277; C-5 and C-8: N10365-N10364)

Bid Item	Spec Section	Item Description	Qty	Unit	Unit Cost	Total Cost
B1	210	Mobilization	1	LS	$22,000	22,000
B2	225	Traffic Control	1	LS	$7,850	$7,850
B3	320	Erosion Control	1	LS	$750	$750
B4	408	One Piece Main and Lateral Liner, Lateral, 0 to 12 Ft	7	EA	$4950	$34,650
B5	408	One Piece Main and Lateral Liner, Lateral, Each additional foot	105	LF	$85.00	$8925
B6	412	CIPP Liner, 8-inch	604	LF	$53.00	$32,012
B7	412	Internal Lateral Reinstatement	9	EA	$375.00	$3,375
B8	445	4 Inch PVC Pipe, 5 Ft Depth	300	LF	$71.00	$21,300
B9	445	Service Line Reconnections	8	EA	$2500	$20,000
B10	445	Cleanout over Existing Lateral	19	EA	$2650	$50,350
B11	470	Concrete Manholes, 48 Inch	1	EA	6545	$6545
B12	490	Bypass Pumping	1	LS	$15,250	$15,250
B13	492	Manhole Rehabilitation	5	EA	$6,435	$32,175
B14	495	Trench Resurfacing	50	SY	$51.00	$2550
B15	640	3/4-inch Aggregate Base	254	TON	$25.00	$6350
B16	1020	Landscape Restoration	1	LS	$1750	$1750
					Bid Total (Schedule B)	$265,832

Total Bid (Schedule B): Two Hundred Sixty-five Thousand Eight hundred thirty-two (use words)

Total Bid (Schedule A+B): One million six hundred eleven thousand five hundred & fifty two (use words)

SCHEDULE C – RUSA OPTION (C-3: N11284-N11283, N11282-N11281, N11281-N11280; C-4: N11286-N11285, N11322; C-6: N10360-N11526)						
Bid Item	**Spec Section**	**Item Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
C1	210	Mobilization	1	LS	$22,000	$22,000
C2	225	Traffic Control	1	LS	$4,000	$4,000
C3	320	Erosion Control	1	LS	$1,000	$1,000
C4	408	One Piece Main and Lateral Liner, Lateral, 0 to 12 Ft	23	EA	$4950	$113,850
C5	408	One Piece Main and Lateral Liner, Lateral, Each additional foot	525	LF	$81.00	$42,525
C6	408	Lateral Liner (from Manhole)	6	EA	$8100	$48,600
C7	412	CIPP Liner, 8-inch	764	LF	$50.00	$38,200
C8	412	Internal Lateral Reinstatement	17	EA	$375.00	$6,375
C9	445	Cleanout over Existing Lateral	23	EA	$2350	$54,050
C10	445	4 Inch PVC Pipe, 5 Ft Depth	367	LF	$61.00	$22,387
C11	445	6 Inch PVC Pipe, 5 Ft Depth	1	LS	$2750	$2750
C12	445	Service Line Reconnections	9	EA	$2500	$22,500
C13	445	Terminal Cleanout	1	EA	$2,965	$2,965
C14	492	Manhole Rehabilitation	5	EA	$6435	$32,175
C15	495	Trench Resurfacing	50	SY	$51.00	$2550
C16	640	3/4-inch Aggregate Base	312	TON	$25.00	$7800
C17	1020	Landscape Restoration	1	LS	$2700	$2700
					Bid Total (Schedule C)	$431,427

Total Bid (Schedule C): Four Hundred Thirty-one Thousand Four hundred $ Twenty Seven (use words)

Total Bid (Schedule A+B+C): Two Million Forty Two Thousand Nine hundred Seventy-Nine (use words)

$ 2,042,974.00

ROSEBURG URBAN SANITARY AUTHORITY
ROSEBURG, OREGON

For the Construction of

HOOKER ROAD SEWER PROJECT

TO ALL PLAN HOLDERS:

ADDENDUM NO. 1

Addendum No. 1 to the plans, specifications, and/or bid documents for the Hooker Road Sewer Project is a part of the Contract Documents and as such, supersedes anything within the Contract Documents with which it may conflict.

C. The following change(s) has been made to the Plans in the Contract Documents:

Sheet	Summary of Changes
C-3	Presence of existing cleanouts verified by RUSA. New Construction Note 5 added to clarify the requirement for construction of a new lateral cleanout.
C-4	Presence of existing cleanouts verified by RUSA. New Construction Note 5 added to clarify the requirement for construction of a new lateral cleanout.
C-5	Presence of existing cleanouts verified by RUSA. New Construction Note 5 added to clarify the requirement for construction of a new lateral cleanout.
C-7	Presence of existing cleanouts verified by RUSA. New Construction Note 5 added to clarify the requirement for construction of a new lateral cleanout.
C-8	Presence of existing cleanouts verified by RUSA. New Construction Note 5 added to clarify the requirement for construction of a new lateral cleanout.

Replace Sheets C-3, C-4, C-5, C-7, and C-8 with the revised sheets attached.

All proposers are required to provide evidence of the receipt of and acceptance of this Addendum No. 1 with their proposal. Signing in the space provided below and submitting the signed Addendum with the proposal satisfies this requirement.

If your proposal has been sent prior to the receipt of this Addendum and after reviewing the Addendum you still want to propose, place the signed Addendum or other written evidence of acceptance of the proposal changes into a sealed envelope. Mark the sealed envelope with "PROPOSAL MODIFICATIONS" and the "PROPOSAL NAME." The envelope must be delivered to the same office as the original proposal prior to the proposal closing time.

Receipt acknowledged and conditions agreed to this 11 day of January, 2021.

NAME OF FIRM: Jesse Rodriguez Construction LLC

SIGNATURE: [signature]

DATE: 1-11-2021

ROSEBURG URBAN SANITARY AUTHORITY
ROSEBURG, OREGON

For the Construction of

HOOKER ROAD SEWER PROJECT

TO ALL PLAN HOLDERS:

ADDENDUM NO. 2

Addendum No. 2 to the plans, specifications, and/or bid documents for the Hooker Road Sewer Project is a part of the Contract Documents and as such, supersedes anything within the Contract Documents with which it may conflict.

A. The following change(s) has been made to the Invitation to Bid:

In the first sentence beginning with the phrase, *"The Roseburg Urban Sanitary Authority will receive sealed bids..."*, replace the date, *"January 6, 2021"* with the following:

"January 11, 2021"

All references to the Bid opening shall be changed to the above revised date.

B. The following change(s) has been made to the Special Provisions:

Section 00180 – Prosecution and Progress, Subsection 00180.50(h) Contract Time

In Article 00180.50(h)(1), in the first sentence beginning with the phrase, *"The Contractor shall complete all Work to be done..."*, replace the date, *"June 15, 2021"* with the following:

"June 30, 2021"

All proposers are required to provide evidence of the receipt of and acceptance of this Addendum No. 2 with their proposal. Signing in the space provided below and submitting the signed Addendum with the proposal satisfies this requirement.

If your proposal has been sent prior to the receipt of this Addendum and after reviewing the Addendum you still want to propose, place the signed Addendum or other written evidence of acceptance of the proposal changes into a sealed envelope. Mark the sealed envelope with "PROPOSAL MODIFICATIONS" and the "PROPOSAL NAME." The envelope must be delivered to the same office as the original proposal prior to the proposal closing time.

Receipt acknowledged and conditions agreed to this 5 day of January, 2021.

NAME OF FIRM:

Jesse Rodriguez Construction LLC

SIGNATURE:

DATE: 1-11-2021

Declarations and Statement

1 That the only persons or parties interested in this bid are those named herein, that the bid is in all respects fair and without fraud, and that it is made without any connection or collusion with any person making another bid on this Contract.

2 That the bidder, and any subcontractor upon which the bidder is relying, have carefully examined and had an opportunity to comment on, the Contract Documents for the construction of the proposed improvements including a full set of the plans and specifications, including all addenda thereto; that bidder has personally inspected the contemplated construction area or areas; that bidder is satisfied as to the adequacy and completeness of the plans and specifications, the feasibility of the work described therein, quantities of materials, items of equipment and conditions of work involved, including the fact that the description of work and materials as included herein are approximate only; and that this bid is made according to the provisions and under the terms of the Specifications which are hereto attached and hereby made a part of this bid.

3 All of the Specifications and Plans which are listed herein have been examined by the undersigned bidder and the terms and conditions thereof are hereby accepted.

4 It is understood that the Plans may be supplemented by additional Drawings and Specifications in explanation and elaboration of the Plans and it is agreed that such Supplemental Drawings, when not in conflict with those referred to in Paragraph 3 above, will have the same force and effect as if completed and attached hereto, and that when received, will be considered a part of the Contract Documents.

5 It is understood that all work will be performed under the price schedule outlined herein and that all services, materials, labor and equipment and all work necessary to complete the Project in accordance with the Plans and Specifications shall be furnished for the prices named in the bid. If there is a change in the scope of work or work which cannot be properly classified under the price schedule then bidder agrees to do this work as "extra work". The undersigned bidder agrees to do any extra work and furnish materials, and to accept as full compensation therefore, such prices as may be agreed upon in writing by RUSA and the Contractor before extra work begins. Each party binds itself to agree to reasonable prices.

6 The bidder agrees that if this bid is accepted, the bidder will, within the time specified execute the Construction Contract with RUSA in the form of Contract specified, and will, at the time of execution of the Contract, deliver to RUSA the Performance Bond and Payment Bond required herein, and will furnish all the materials necessary to complete the Project in the manner, in the time and according to methods as specified in the Specifications and required by Roseburg Urban Sanitary Authority

7 The Bid Guaranty in a form shall be payable to RUSA to the extent of 10% of the amount of the bid in case this bid is accepted and the undersigned shall fail or refuse to execute the Contract and furnish a Payment Bond and a Performance Bond as required by the Specifications within the time limit named therein after notification that said bid is accepted, all in accordance with the provisions of this bid and the Plans and Specifications which are a part hereof.

8 All items for the Contract for which forms are provided herein have been completed in full by the showing of prices for each and every item thereof, and for the showing of other information indicated by the Bid Form.

9 Bidder agrees to begin work after the execution of the Contract proposed herein and receipt of the

Notice to Proceed. All work on this project shall be completed in its entirety on or before June 30, 2021 regardless of the start date.

10 In the event the bidder is awarded the Contract and fails to complete the Project within the time limit or extended time agreed upon, as more specifically set forth in the Special Provisions, liquidated damages shall be paid to or withheld by RUSA pursuant to Paragraph 4 of the Construction Contract (Time of Performance - Liquidated Damages) at the rate of $1,500.00 per day, until the Project has been completed as provided in the Specifications.

11 The undersigned bidder hereby states, as part of this bid, that the applicable provisions of Oregon's Prevailing Wage Law (ORS 279C.800 to 279C.870) and the Federal Prevailing Wage Law (Davis-Bacon Act, 40 U.S.C. 3141-3148), shall be complied with. When the Project is subject to both the State and Federal Prevailing Wage Laws and rates, workers in each trade will be paid the higher of the two rates.

12 The undersigned bidder and bidder's subcontractors shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

13 The undersigned bidder hereby states, as part of this bid, that bidder shall comply with ORS 279C.505(2) which requires bidder to have an employee drug testing program in place.

14 The undersigned bidder and bidders' subcontractors shall comply with ORS 279C.570 and 279C.580, which require timely progress payments for public improvement projects and provide interest penalties for late payment.

15 The undersigned bidder hereby states, as part of this bid, which bidder and bidder's subcontractors shall comply with the provisions of the Modified General Conditions, Volume 1.

16 If the bidder is awarded the Contract for this work, the name and address of the Surety who will provide the Payment Bond and Performance Bond will be:

SureTec

17 The name and address of the bidder who is submitting this bid is:

Jesse Rodriguez Construction LLC 110 S first st. Silverton OR 97381

which is the address to which all communications pertinent to the bid and the Contract shall be sent.

18 The names of the principal officers of the corporation submitting this bid or of the partnership, or of all parties interested in this bid as principals are as follows:

Jesse Rodriguez

19 The undersigned bidder acknowledges that Addenda No. 1 through 2 have been delivered to bidder and have been examined as part of the Contract Documents.

20 In the prosecution of this work, the bidder proposes to use the subcontractors listed on the First-Tier Subcontractor Disclosure Form presented within two working hours of the bid submission deadline as set forth in the Invitation to Bid. Any bidder not using subcontractors subject to the above referenced Disclosure Form shall indicate "NONE" on the Disclosure Form and sign and submit the form as

required.

21 Declaration of Residency:

I "am" or "am not" (circle one) a "resident bidder"* as defined by ORS 279A.120, a contractor that has paid unemployment taxes or income taxes in Oregon during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" pursuant to ORS279A.120.

22 The bidder's Construction Contractors Board License Number or Landscape Contractors Board License Number is: 226580

23 Bidder's Tax Identification Number: 84-4492575

24 Public Works Bond: If the bid is accepted, prior to beginning work on the project, the bidder will file with the Construction Contractors Board, a Public Works Bond in the amount of $30,000 with a corporate surety authorized to do business in the State of Oregon; and before permitting a subcontractor to begin work on the project, the bidder will verify that the subcontractor has also filed the aforementioned bond. If the bidder, as a certified disadvantaged, minority, women or emerging small business enterprise, elects not to file the Public Works Bond, bidder will file written verification of such certification with the Construction Contractors Board and provide the Board and Roseburg Urban Sanitary Authority with notice of such election.

Signatures

If sole Proprietor or Partnership:

In witness hereto, the undersigned as set his/her hand this 5 day of January, 2020.

Signature of Bidder _____

Title: Owner

If Corporation:

In witness whereof, the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this ____ day of _____, 2020.

Name of Corporation:

_____

By:

Title:

Attest: Kelsey Evans

Secretary

ROSEBURG URBAN SANITARY AUTHORITY

STANDARD BID BOND FORM

We, Jesse Rodriguez Construction, LLC, "as Principal,"
(Name of Principal) and SureTec Insurance Company, an Texas Corporation,
(Name of Surety)

authorized to transact Surety business in Oregon, as "Surety," hereby jointly and severally bind ourselves, our respective heirs, executors, administrators, successors and assigns to pay unto the Roseburg Urban Sanitary Authority ("Oblige") the sum of ((10%))

Ten Percent amount of bid dollars.

WHEREAS, the condition of the obligation of this bond is that Principal has submitted its proposal or bid to an agency of the Oblige in response to Oblige's procurement document (No.) for the project identified as: Hooker Road Sewer Project, which proposal or bid is made a part of this bond by reference, and Principal is required to furnish bid security in an amount equal to ten percent (10%) of the total amount of the bid pursuant to the procurement document and ORS 279C.365(4) for competitive bidding or 279C.400(5) for competitive proposals.

NOW, THEREFORE, if the proposal or bid submitted by Principal is accepted, and if a contract pursuant to the proposal or bid is awarded to Principal, and if Principal enters into and executes such contract within the time specified in the procurement document and executes and delivers to Oblige its good and sufficient performance bond, payment bond and public works bond as required by Oblige within the time fixed by Oblige, then this obligation shall be void; otherwise, it shall remain in full force and effect.

IN WITNESS WHEREOF, we have caused this instrument to be executed and sealed by our duly authorized legal representatives this 29 day of December, 2020.

PRINCIPAL: Jesse Rodriguez Construction, LLC SURETY: SureTec Insurance Company

By _____ BY ATTORNEY-IN-FACT:
Signature

Official Capacity — Gilberto Quintero
Name

Attest: _____ _____
Corporation Secretary — Signature

Address 8285 SW Nimbus Avenue, Suite 120

Beaverton — Oregon — 97008
City — State — Zip

(50)639-4220 — (503)639-4449
Phone — Fax

POA# 3710013

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:

Nathan Nelson Hurst, Richard Zarosinski, Linda Rooke, Teresa Lynn Johnson, Joseph P. Riter, Gilberto Quintero

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 12th day of November , 2020 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY

MARKEL INSURANCE CORPORATE COMPANY SEAL ILLINOIS

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 12th day of November, 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 proceeding 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.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

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 29 day of December, 2020.

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any Instrument Issued in excess of the penalty stated above is totally void and without any validity. 3710013
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

DRUG TESTING PROGRAM CERTIFICATION FORM

BIDDER'S NAME: Jesse Rodriguez Construction LLC

PROJECT NAME & NUMBER: *Hooker Road Sewer Project*

ORS 279C.505 (2) provides that every public improvement contract contain a condition that the Contractor shall demonstrate than an employee drug testing program is in place. The Agency's award of the Contract for which this certificate is required is conditioned, in part, upon the Bidder's demonstration of compliance with the provisions of ORS 279C.505(2). If the Bidder named above is awarded the Contract, this certificate shall become a part of, and shall constitute a continuing representation and warranty under, the Contract.

To induce the Agency to award the Contract to the Bidder, the undersigned, as the duly authorized representative of the Bidder, hereby represents and warrants, on behalf of the above named Bidder:

1. That Bidder has and enforces, and at all times during the term of the Contract will have and enforce, a written employee drug testing policy that at a minimum, requires compliance with the Oregon Department of Transportation Commercial Drivers License drug testing regulations;
2. A copy of the Bidder's current written employee drug testing policy will be available for inspection by the Agency at any time upon the Agency's request; and
3. The Bidder understands and agrees that its representations and warranties herein will become a continuing part of the Contract and that breach of any of the foregoing will be sufficient grounds for disqualification under 279C.440(2)(d).

The Agency shall not be liable, either directly or indirectly, in any dispute arising out of the substance or procedure of Bidder/Contractor's drug testing program. Nothing in this drug testing provision shall be construed as requiring Bidder/Contractor to violate any legal, including constitutional, rights of any employee, including but not limited to, selection of which employees to test and the manner of such testing. The Agency shall not be liable for Bidder/Contractor's negligence in establishing or implementing, or failure to establish or implement, a drug testing policy, or for any damage or injury caused by Bidder/Contractor's employees acting under the influence of drugs while performing work covered by the Contract. These are Bidder/Contractor's sole responsibilities.

In Witness whereof, the Bidder has caused this document to be executed by it's duly authorized representative on the date shown below.

Signature: [signature]

Printed Name, Title: Jesse Rodriguez owner

Date: 1-11-2021

Drug and Alcohol Policy

Purpose

In compliance with the Drug-Free Workplace Act of 1988, Jesse Rodriguez Construction has a longstanding commitment to provide a safe, quality-oriented and productive work environment. Alcohol and drug abuse poses a threat to the health and safety of Jesse Rodriguez Construction employees and to the security of the company's equipment and facilities. For these reasons, Jesse Rodriguez Construction is committed to the elimination of drug and alcohol use and abuse in the workplace.

Scope

This policy applies to all employees and all applicants for employment of Jesse Rodriguez Construction. The human resource (HR) department is responsible for policy administration.

Employee Assistance

Jesse Rodriguez Construction will assist and support employees who voluntarily seek help for drug or alcohol problems before becoming subject to discipline or termination under this or other Jesse Rodriguez Construction policies. Such employees will be allowed to use accrued paid time off, placed on leaves of absence, referred to treatment providers and otherwise accommodated as required by law. Employees may be required to document that they are successfully following prescribed treatment and to take and pass follow-up tests if they hold jobs that are safety-sensitive or require driving, or if they have violated this policy previously. Once a drug test has been initiated under this policy, unless otherwise required by the Family and Medical Leave Act or the Americans with Disabilities Act, the employee will have forfeited the opportunity to be granted a leave of absence for treatment, and will face possible discipline, up to and including discharge.

Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. This policy does not prohibit employees from the lawful use and possession of prescribed medications. Employees must, however, consult with their doctors about the medications' effect on their fitness for duty and ability to work safely, and they must promptly disclose any work restrictions to their supervisor.

Work Rules

1. Whenever employees are working, are operating any Jesse Rodriguez Construction vehicle, are present on Jesse Rodriguez Construction premises or are conducting company-related work offsite, they are prohibited from:
    a. Using, possessing, buying, selling, manufacturing or dispensing an illegal drug (to include possession of drug paraphernalia).
    b. Being under the influence of alcohol or an illegal drug as defined in this policy.
    c. Possessing or consuming alcohol.

2. The presence of any detectable amount of any illegal drug, illegal controlled substance or alcohol in an employee's body system, while performing company business or while in a company facility, is prohibited.
3. Jesse Rodriguez Construction will also not allow employees to perform their duties while taking prescribed drugs that are adversely affecting their ability to safely and effectively perform their job duties. Employees taking a prescribed medication must carry it in a container labeled by a licensed pharmacist or be prepared to produce the container if asked.
4. Any illegal drugs or drug paraphernalia will be turned over to an appropriate law enforcement agency and may result in criminal prosecution.

Required Testing

Pre-employment

Applicants being considered for hire must pass a drug test before beginning work or receiving an offer of employment. Refusal to submit to testing will result in disqualification of further employment consideration.

Reasonable suspicion

Employees are subject to testing based on (but not limited to) observations by at least two members of management of apparent workplace use, possession or impairment. HR, the plant manager or the director of operations should be consulted before sending an employee for testing. Management must use the Reasonable Suspicion Observation Checklist to document specific observations and behaviors that create a reasonable suspicion that an employee is under the influence of illegal drugs or alcohol. Examples include:

- Odors (smell of alcohol, body odor or urine).
- Movements (unsteady, fidgety, dizzy).
- Eyes (dilated, constricted or watery eyes, or involuntary eye movements).
- Face (flushed, sweating, confused or blank look).
- Speech (slurred, slow, distracted mid-thought, inability to verbalize thoughts).
- Emotions (argumentative, agitated, irritable, drowsy).
- Actions (yawning, twitching).
- Inactions (sleeping, unconscious, no reaction to questions).

When reasonable suspicion testing is warranted, both management and HR will meet with the employee to explain the observations and the requirement to undergo a drug and/or alcohol test within two hours. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Post-accident

Employees are subject to testing when they cause or contribute to accidents that seriously damage a Jesse Rodriguez Construction vehicle, machinery, equipment or property or that

result in an injury to themselves or another employee requiring offsite medical attention. A circumstance that constitutes probable belief will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (including a Jessie Rodriguez Construction forklift, pickup truck, overhead crane or aerial/man-lift) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two hours following the accident, if not sooner. Refusal by an employee will be treated as a positive drug test result and will result in immediate termination of employment.

Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of management must transport the employee or arrange for a cab and arrange for the employee to be transported home.

Collection and Testing Procedures

Employees subject to alcohol testing will be transported to a Jesse Rodriguez Construction-designated facility and directed to provide breath specimens. Breath specimens will be tested by trained technicians using federally approved breath alcohol testing devices capable of producing printed results that identify the employee. If an employee's breath alcohol concentration is .04 or more, a second breath specimen will be tested approximately 20 minutes later. The results of the second test will be determinative. Alcohol tests may, however, be a breath, blood or saliva test, at the company's discretion. For purposes of this policy, test results generated by law enforcement or medical providers may be considered by the company as work rule violations.

Applicants and employees subject to drug testing will be transported to a Jesse Rodriguez Construction-designated testing facility and directed to provide urine specimens. Applicants and employees may provide specimens in private unless they appear to be submitting altered, adulterated or substitute specimens. Collected specimens will be sent to a federally certified laboratory and tested for evidence of marijuana, cocaine, opiates, amphetamines, PCP, benzodiazepines, methadone, methaqualone and propoxphane use. (Where indicated, specimens may be tested for other illegal drugs.) The laboratory will screen all specimens and confirm all positive screens. There must be a chain of custody from the time specimens are collected through testing and storage.

The laboratory will transmit all positive drug test results to a medical review officer (MRO) retained by Jesse Rodriguez Construction, who will offer individuals with positive results a reasonable opportunity to rebut or explain the results. Individuals with positive test results may also ask the MRO to have their split specimen sent to another federally certified laboratory to be tested at the applicant's or employee's own expense. Such requests must be made within 72 hours of notice of test results. If the second facility fails to find any evidence of drug use in the split specimen, the employee or applicant will be treated as passing the test. In no event should a positive test result be communicated to Jesse Rodriguez Construction until such time that the MRO has confirmed the test to be positive.

Consequences

Applicants who refuse to cooperate in a drug test or who test positive will not be hired and will not be allowed to reapply/retest in the future.

Employees who refuse to cooperate in required tests or who use, possess, buy, sell, manufacture or dispense an illegal drug in violation of this policy will be terminated. If the employee refuses to be tested, yet the company believes he or she is impaired, under no circumstances will the employee be allowed to drive himself or herself home.

Employees who test positive, or otherwise violate this policy, will be subject to discipline, up to and including termination. Depending on the circumstances, the employee's work history/record and any state law requirements, Jesse Rodriguez Construction may offer an employee who violates this policy or tests positive the opportunity to return to work on a last-chance basis pursuant to mutually agreeable terms, which could include follow-up drug testing at times and frequencies determined by Jesse Rodriguez Construction for a minimum of one year but not more than two years as well as a waiver of the right to contest any termination resulting from a subsequent positive test. If the employee either does not complete the rehabilitation program or tests positive after completing the rehabilitation program, the employee will be immediately discharged from employment.

Employees will be paid for time spent in alcohol or drug testing and then suspended pending the results of the drug or alcohol test. After the results of the test are received, a date and time will be scheduled to discuss the results of the test; this meeting will include a member of management, a union representative (if requested), and HR. Should the results prove to be negative, the employee will receive back pay for the times/days of suspension.

Confidentiality

Information and records relating to positive test results, drug and alcohol dependencies, and legitimate medical explanations provided to the MRO will be kept confidential to the extent required by law and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need-to-know basis and may also be disclosed when relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee or applicant.

Inspections

Jesse Rodriguez Construction reserves the right to inspect all portions of its premises for drugs, alcohol or other contraband; affected employees may have union representation involved in this process. All employees, contract employees and visitors may be asked to cooperate in inspections of their persons, work areas and property that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to appropriate discipline, up to and including discharge.

Crimes Involving Drugs

Jesse Rodriguez Construction prohibits all employees, including employees performing work under government contracts, from manufacturing, distributing, dispensing, possessing or using an illegal drug in or on company premises or while conducting company business. Jesse Rodriguez Construction employees are also prohibited from misusing legally prescribed or over-the-counter (OTC) drugs. Law enforcement personnel may be notified, as appropriate, when criminal activity is suspected.

Jesse Rodriguez Construction does not desire to intrude into the private lives of its employees but recognizes that employees' off-the-job involvement with drugs and alcohol may have an

impact on the workplace. Therefore, Jesse Rodriguez Construction reserves the right to take appropriate disciplinary action for drug use, sale or distribution while off company premises. All employees who are convicted of, plead guilty to or are sentenced for a crime involving an illegal drug are required to report the conviction, plea or sentence to HR within five days. Failure to comply will result in automatic discharge. Cooperation in complying may result in suspension without pay to allow management to review the nature of the charges and the employee's past record with Jesse Rodriguez Construction.

Definitions

"Company premises" includes all buildings, offices, facilities, grounds, parking lots, lockers, places and vehicles owned, leased or managed by Jesse Rodriguez Construction or any site on which the company is conducting business.

"Illegal drug" means a substance whose use or possession is controlled by federal law but that is not being used or possessed under the supervision of a licensed health care professional. (Controlled substances are listed in Schedules I-V of 21 C.F.R. Part 1308.)

"Refuse to cooperate" means to obstruct the collection or testing process; to submit an altered, adulterated or substitute sample; to fail to show up for a scheduled test; to refuse to complete the requested drug testing forms; or to fail to promptly provide specimen(s) for testing when directed to do so, without a valid medical basis for the failure. Employees who leave the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing will also be considered to have refused to cooperate and will automatically be subject to discharge.

"Under the influence of alcohol" means an alcohol concentration equal to or greater than .04, or actions, appearance, speech or bodily odors that reasonably cause a supervisor to conclude that an employee is impaired because of alcohol use.

"Under the influence of drugs" means a confirmed positive test result for illegal drug use per this policy. In addition, it means the misuse of legal drugs (prescription and possibly OTC) when there is not a valid prescription from a physician for the lawful use of a drug in the course of medical treatment (containers must include the patient's name, the name of the substance, quantity/amount to be taken and the period of authorization).

Enforcement

The HR director is responsible for policy interpretation, administration and enforcement.

Drug and Alcohol Policy Certificate of Receipt

I hereby certify that I have received a copy of Jesse Rodriguez Construction Drug and Alcohol Policy.

_____ _____

Employee Signature Date

PUBLIC WORKS BOND
PRE-BID NOTICE AND CERTIFICATION

I, the undersigned contractor, hereby certify that if awarded the contract for which I am submitting this bid, prior to beginning work on such Project, unless exempt under ORS 279C.800 to 279C.870, I will file with the Construction Contractors Board, a Public Works Bond in the amount of $30,000 with a corporate surety authorized to do business in the State of Oregon. I further certify that before permitting a subcontractor to start work on the Project upon which I am submitting this bid, I will verify that the subcontractor has also filed such Public Works Bond or has elected not to file such bond as allowed by state law. The Public Works Bond shall provide that the contractor or subcontractor will pay claims ordered by the Bureau of Labor and Industries to workers performing labor upon public works projects. The bond shall be a continuing obligation and remain continuously in effect.

If, as a contractor, I qualify as a disadvantaged, minority, women or emerging small business enterprise certified under ORS 200.055 and I have elected not to file the aforementioned Public Works Bond, I hereby certify that I will file written verification of such certification with the Construction Contractors Board. I also certify that before beginning any work on the Project, I will provide the Roseburg Urban Sanitary Authority and the Construction Contractors Board written notice that I have elected not to file the Public Works Bond. If so certified under ORS 200.055, I understand that my election not to file the Public Works Bond will expire one year from the date it was filed and that a claim for unpaid wages may be filed against the payment bond I submitted on the Project.

I further certify that I understand the Public Works Bond described above is in addition to any other bond that I am required to provide, or that may be required of a subcontractor, for this Project.

Project Name: *Hooker Road Sewer Project*

Contractor's Printed Name: Jesse Rodriguez

Contractor's Signature: [signature]

Dated: 1-11-2021

FIRST TIER SUBCONTRACTOR DISCLOSURE FORM

PROJECT NAME: *Hooker Road Sewer Project*
BID#: 49820
BID CLOSING: DATE: January, 11, 2021 TIME: 2pm

This form must be submitted at the location specified in the Invitation to Bid on the advertised bid closing date and within two working hours after the advertised bid closing time.

List below the name of each subcontractor that will be furnishing labor or labor and materials, and is required to be disclosed, the category of work that the subcontractor will be performing and the dollar value of the subcontract. Enter "NONE" if there are no subcontractors that need to be disclosed. (ATTACH ADDITIONAL SHEETS IF NEEDED)

NAME OF SUBCONTRACTOR	DOLLAR VALUE	CATEGORY OF WORK
1. Michel's Corp	$468,171.00	CIPP
2. Sims Electric Inc	$ 19,650.00	Electrical
3.	$	
4.	$	
5.	$	
6.	$	

Failure to submit this form by the disclosure deadline will result in a nonresponsive bid. A nonresponsive bid will not be considered for award.

Form submitted by (bidder name): Jesse Rodriguez Construction LLC

Contact name: Jesse Rodriguez **Phone:** 503-874-4233

Form Received in the RUSA's Office:

Time: _____ **Date:** _____ **By:** _____

Robert Lee

From: Ryon Kershner <ryon@rusa-or.org>
Sent: Tuesday, February 2, 2021 7:09 AM
To: Robert Lee
Cc: Jim Baird
Subject: FW: By pass pumping

Follow Up Flag: Follow up
Flag Status: Flagged

Rob Here is the letter from the City. I have also sent rick the pictures of the ramps you sent me. I will let you know is comments on them.

Ryon

From: Rick G. Castle <rcastle@cityofroseburg.org>
Sent: Tuesday, February 2, 2021 5:52 AM
To: Ryon Kershner <ryon@rusa-or.org>
Subject: By pass pumping

Good Morning Ryon,

Please let this email serve as a follow up to our phone conversation yesterday, Feb. 1, 2021. RUSA has a CIPP project scheduled for construction in 2021. Since by pass pumping will be required for the construction process, RUSA has asked if the City would authorize the use of existing storm drainage pipes that exist under a portion of Edenbower Blvd. between Aviation Dr. and Interstate 5 exit 127 northbound off ramp.

The City has no objection of using the existing storm pipe for the bypass pumping with the following conditions: The bypass pipe shall be welded HDPE to be in a water/pressure tight continuous pipe from manhole to manhole. RUSA / contractor shall be required to provide all safety measures with OSHA with the process of pulling the HDPE through the existing storm pipe. The City does not authorize the using of any land not within public right of way or easements for the storm drainage pipe.

If the use of existing storm pipe is not feasible or possible, the City will allow for the pipe to be placed atop the ground surface with these conditions:

In any place that the pipe would be placed over a sidewalk, driveway, or roadway, the pipe needs to be temporarily placed under the finished grade of existing surface. Minimum width of trench for pipe is 2'. If pipe is placed in a roadway or driveway, steel plating or approved equal will be required. Upon repair of roadway trenching, an additional 1' "T" cut will be required adjacent to trench walls upon paving repair. If a driveway / sidewalk accessible route is impacted, a pedestrian traffic control plan will be required for review and approval. All sidewalk, driveway cuts, roadway excavation shall require a working within Right of Way permit and repair measures to City of Roseburg Public Works Standards.

If you have any questions regarding the comments above, please contact me.

Thanks,

Rick Castle

City of Roseburg
Public Works Dept.
900 SE Douglas Ave.
Roseburg, OR 97470
O: 541-492-6730
C: 541-580-7981
rcastle@cityofroseburg.org

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