



128 S Main St.
PO Box 445
Condon, OR 97823
P: 541-384-2711
F: 541-384-2700
<http://cityofcondon.com/>

AGENDA
**** REVISED ** SPECIAL CITY COUNCIL MEETING**
128 S. MAIN STREET, CONDON, OREGON 97823-0445
WEDNESDAY, MAY 17, 2023, 5:30 PM

<https://us02web.zoom.us/j/81016300632?pwd=MkJNdE0reUswNW5WY3BpMnoyajF4QT09>

1. CALL SPECIAL MEETING TO ORDER
2. ROLL CALL
3. NEW BUSINESS
 - 3.1. Review & Award Trimble & Washington Street Construction Project
 - 3.2. Approve Down Payment to Cleary Building for City Shop Project
4. ADJOURN SPECIAL MEETING

If necessary, Executive Session may be held in accordance with ORS 192.660(2)(). As this is a regular meeting of the Condon City Council, other matters may be addressed as deemed appropriate by the Council. Assisted listening device is available for persons with impaired hearing and should be scheduled for council meetings three working days prior to the Council meeting. The City of Condon is an Equal Opportunity Provider and Employer. Complaints of discrimination should be sent to City of Condon Administrator, PO Box 445, Condon, OR 97823.

Agenda prepared and distributed May 16, 2023

ANDERSON PERRY & ASSOCIATES, INC.
P.O. BOX 1107
LA GRANDE, OREGON 97850

BID TABULATION
City of Condon, Oregon
Trimble and Pennoyer Street
Improvements - Phase 2 - 2023

BID OPENING
May 9, 2023
2:00 p.m. Local Time

BIDDER	TOTAL BID PRICE	First-Tier Form? (Y or N)			
Brown Construction	\$ 266,969 ⁰⁰				
Eastern Oregon Contracting	378,243 ¹⁰				
K3 Contracting	280,960 ⁰⁰				
Engineer's Estimate	\$				

NOTE: Bid information is preliminary and is under review.

ARTICLE 3 – BID SCHEDULE

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
1.	Mobilization/Demobilization	LS	XXX	All Req'd	<u>31,000.-</u>
2.	Temporary Protection and Direction of Traffic/Project Safety	LS	XXX	All Req'd	<u>4,864.-</u>
3.	Erosion and Sediment Control	LS	XXX	All Req'd	<u>1,100.-</u>
4.	Earthwork	LS	XXX	All Req'd	<u>26,000.-</u>
5.	Base Rock on State Highway	TON	<u>138.-</u>	80	<u>11,040.-</u>
6.	Base Rock	TON	<u>31.-</u>	800	<u>24,800.-</u>
7.	Level 2, 1/2-inch Asphalt Concrete Pavement Mixture	TON	<u>229.-</u>	240	<u>54,960.-</u>
8.	Concrete Curb and Gutter	LF	<u>138.-</u>	70	<u>9,660.-</u>
9.	Concrete Pedestrian Curb	LF	<u>115.-</u>	120	<u>13,800.-</u>
10.	Concrete Sidewalk	SF	<u>26.-</u>	2,000	<u>52,000.-</u>
11.	Additional for Curb Ramp	Each	<u>2,450.-</u>	5	<u>12,250.-</u>
12.	Adjustment of Utility Cover to Grade	Each	<u>3,269.-</u>	5	<u>16,345.-</u>
13.	18-inch Culvert Pipe	LF	<u>185.-</u>	30	<u>5,550.-</u>
14.	Armored Riprap Slope	LS	XXX	All Req'd	<u>1,600.-</u>
15.	Surface Restoration	LS	XXX	All Req'd	<u>2,000.-</u>
				TOTAL BID PRICE	\$ <u>266,969.-</u>

3.02 Bidder acknowledges that:

- A. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- B. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4 – TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
none	

ARTICLE 6 – BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

5. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
6. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
7. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
8. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
9. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder is: ☐ An Individual ☐ A Partnership ☒ A Corporation ☐ Joint Venture

(Check correct designation.)

Bidder:

Brown Contracting

(typed or printed name of organization)

By:

Sean Emrick

(individual's signature)

Name:

Sean Emrick

(typed or printed)

Title:

Vice-President

(typed or printed)

Date:

5/9/23

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Don Brown

(individual's signature)

Name:

Don Brown

(typed or printed)

Title:

President

(typed or printed)

Date:

5/9/23

(typed or printed)

Address for giving notices:

29534 Airport Rd
Eugene, OR 97402

Bidder's Contact:

Name:

Sean Emrick

(typed or printed)

Title:

Vice-President

(typed or printed)

Phone:

541-338-9345

Email:

Sean@browncontracting.net

Address:

PO Box 26439

Eugene OR 97402

State Contractor License No.

114260

Employer's Federal Tax ID No.

93-1206558

A Joint Venture requires the signature of all parties involved. Attach evidence of authority to sign.

_____	_____
_____	_____
_____	_____
_____	_____

BIDDER'S PERFORMANCE AND PAYMENT BOND STATEMENT

(Name of Contractor) Brown Contracting, hereinafter referred to as Bidder, is submitting a Bid to the **City of Condon, Oregon**, pursuant to the latter's Advertisement for Bids for the Project **Trimble and Pennoyer Street Improvements - Phase 2 - 2023**.

Bidder certifies that if it is awarded the Contract, Bidder has the financial ability to obtain good and sufficient bonds issued by a surety to the Owner in sums equal to the amount of the Bid providing for the faithful performance of the Contract and payment of labor and materials.

The surety requested to issue the Performance and Payment Bonds will be

Travelers Surety. Bidder hereby authorizes
(Surety Company)

Travelers Surety to disclose any information
(Surety Company)

to the Owner concerning Bidder's ability to supply Performance and Payment Bonds in the amount of the Contract.

Brown Contracting
Bidder

[Signature]
By:

BIDDER'S CERTIFICATION STATEMENTS AS REQUIRED BY

CERTAIN OREGON REVISED STATUTES (ORS)

The Bidder, Browa Contracting, certifies to the following:
(Company Name)

- (1) Bidder is registered with the Oregon Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055. The Bidder certifies that Registration Number 114260 allows his/her company to perform Work on Public Works Projects and that this registration is current and valid. The Bidder further certifies that, if awarded the Contract, all Subcontractors performing Work will be registered with the Construction Contractors Registration Board in accordance with ORS 701.035 through 701.055 before the Subcontractors commence Work under the Contract (reference ORS 279C.365).
- (2) Bidder agrees to be bound by and will comply with the provisions of the Oregon Prevailing Wage Law (ORS 279C.800 through ORS 279C.870 and OAR 839-25) and, if applicable, the federal Davis-Bacon Act (40USC1371-1377), which provides for payment of not less than the applicable prevailing wage rate (state or federal, whichever is greater), including fringe benefits, the posting of wage rates on the jobsite, the furnishing of payroll certifications, and other requirements. In addition, the Bidder will comply with ORS 279C.520 and 279C.540 in the hours of employment and the payment of overtime.
- (3) Bidder is in compliance with State of Oregon tax laws in accordance with ORS 305.385.
- (4) Bidder, in accordance with ORS 279A.110, does not discriminate against minorities, women, or emerging small business enterprises in obtaining any subcontracts (reference ORS 279A.110).
- (5) Bidder is a ~~[Non-resident Bidder]~~ or [Resident Bidder] (circle correct designation) as defined in ORS 279A.120. "Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the 12 calendar months immediately preceding submission of the Bid and has a business address in the State of Oregon (reference ORS 279C.365).
- (6) Bidder and Bidder's Subcontractors are not on the Oregon Construction Contractors Board list of corporations, partnerships, or other business entity of which the Contractor or Subcontractor is an owner, shareholder, or officer of the business or was an owner or officer of the business and who have been determined not to be qualified to hold or participate in a public contract for a public improvement.
- (7) Bidder has an employee drug testing program that meets state and federal standards (reference ORS 279C.505).

Bidder: [Signature]

(Signature)

Title: Vice-President

Date: 5/9/23

Project: **City of Condon, Oregon**

**Trimble and Pennoyer Street Improvements -
Phase 2 - 2023**

FIRST-TIER SUBCONTRACTOR DISCLOSURE FORM
(OAR 137-049-0360)

PROJECT NAME: City of Condon, Oregon - Trimble and Pennoyer Street Improvements - Phase 2 - 2023

BID CLOSING: Date: May 9, 2023 Time: 2:00 PM (Local Time)

DISCLOSURE DEADLINE: Date: May 9, 2023 Time: 4:00 PM (Local Time)

BID OPENING: Date: May 9, 2023 Time: 2:00 PM (Local Time)

This form must be submitted within two (2) working hours after the advertised Bid closing date and time, no later than the DISCLOSURE DEADLINE stated above. Working hours include the hours between 8 a.m. and 5 p.m.

List below the Name, Address, Type of Work Performed, Contact Name, and Telephone Number of each Subcontractor who will be furnishing labor or labor and materials that are required to be disclosed. Enter "NONE" if there are no Subcontractors who need to be disclosed. (IF NEEDED, ATTACH ADDITIONAL SHEETS.)

	NAME/ADDRESS	TYPE OF WORK PERFORMED	DOLLAR AMOUNT OF WORK	CONTACT NAME/ PHONE #
1)	NONE			
2)				
3)				

The above listed first-tier Subcontractor(s) are providing labor or labor and materials with a Dollar Value equal to or greater than:

- a) Five (5) percent of the total Contract Price, but at least \$15,000 (including all alternates). If the Dollar Value is less than \$15,000, do not list the Subcontractor above; or
- b) \$350,000 regardless of the percentage of the total Contract Price.

FAILURE TO SUBMIT THIS FORM BY THE DISCLOSURE DEADLINE WILL RESULT IN A BID SUBMITTED BECOMING NON-RESPONSIVE, AND SUCH BIDS SHALL NOT BE CONSIDERED FOR AWARD!

Form Submitted By (Bidder Name): Brown Contracting
Contact Name: Sean Emrick Phone #: 541-338-9345

Deliver Form to Owner: **City of Condon, Oregon**

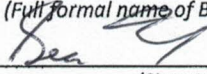
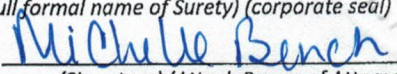
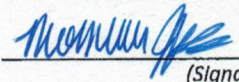
Person Designated to Receive Form: **Kathryn Greiner, City Administrator**

Phone #: **541-384-2711** Fax #: **541-384-2700**

Owner's Address: **P.O. Box 445 / 128 South Main Street, Condon, Oregon 97823**

IT IS THE RESPONSIBILITY OF BIDDERS TO SUBMIT THIS DISCLOSURE FORM AND ANY ADDITIONAL SHEETS, WITH THE PROJECT NAME CLEARLY MARKED, AT THE LOCATION INDICATED BY THE SPECIFIED DISCLOSURE DEADLINE. SEE INSTRUCTIONS TO BIDDERS.

BID BOND (PENAL SUM FORM)

Bidder Name: BROWN CONTRACTING, INC. Address (principal place of business): PO BOX 26439 EUGENE OR 97402	Surety Name: TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Address (principal place of business): ONE TOWER SQUARE-2SHS HARTFORD, CONNECTICUT 06183
Owner Name: City of Condon, Oregon Address (principal place of business): P.O. Box 445 / 128 South Main Street Condon, Oregon 97823	Bid Project (name and location): Trimble and Pennoyer Street Improvements - Phase 2 - 2023 Bid Due Date: MAY 9TH, 2023
Bond Penal Sum: NOT TO EXCEED TEN PERCENT OF AMOUNT BID**(10%*** Date of Bond: APRIL 28TH, 2023	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder BROWN CONTRACTING, INC. (Full formal name of Bidder) By: <u></u> (Signature) Name: <u>Sean Emrick</u> (Printed or typed) Title: <u>Vice-President</u> Attest: <u></u> (Signature) Name: <u>Don Brown</u> (Printed or typed) Title: <u>President</u>	Surety TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA (Full formal name of Surety) (corporate seal) By: <u></u> (Signature) (Attach Power of Attorney) Name: <u>MICHELLE BENCH</u> (Printed or typed) Title: <u>ATTORNEY-IN-FACT</u> Attest: <u></u> (Signature) Name: <u>MISHA JONES</u> (Printed or typed) Title: <u>RECEPTIONIST</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

TRAVELERS

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

POWER OF ATTORNEY

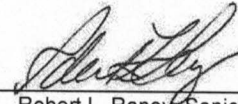
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Michelle Bench** of **SPRINGFIELD**, **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 **21st** day of **April**, 2021.



State of Connecticut

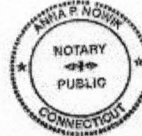
City of Hartford ss.

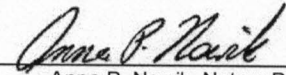
By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, 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

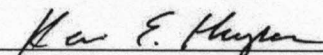
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice 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 **28th** day of **April**, 2023




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.**



P.O Box 930220
Verona, WI 53593-0220
Phone: (608) 845-9700
Fax: (608) 845-7070

3/24/2023
GREINER, KATHRYN
Doc ID: 4216620230324124716

Cleary/Owner Project Proposal - Erected

Payment Terms

Amount	Type	Percent	Description
\$61,180	Down Payment	20%	Upon the signing of the contract with CLEARY BUILDING CORP.
\$122,360	Delivery Payment	40%	Payment due upon first load of building materials. In the event that multiple loads of materials are required, due to the size of the building, the remaining materials will be shipped to the site as needed while the building is under construction
\$111,859	Truss Payment	37%	When all trusses are installed on the building. In the event that there is more than one building on a contract, the truss in place payment is due upon installing the trusses in one of the buildings.
\$10,500	Final Payment	3%	Paid upon Completion and such payment to be delivered to the crew foreman of CLEARY BUILDING CORP.
\$305,899	Total Amount	100%	

TERMS OF PAYMENT: (1) If Contract Amount is \$35,000.00 or less, the terms of payment shall be as provided in the payment terms section above. (2) If Contract Amount is over \$35,000.00, the terms of payment shall be pursuant to the Bank Reference Form which is made a part of this Contract.

If the Purchaser fails to make a payment when due, Purchaser agrees to pay Cleary, upon demand, a delinquency charge equal to the lesser of three-quarter percent (.75%), or the highest rate allowed by law, of the delinquent amount per fifteen (15) days, from the date the delinquent amount is due, until the date it is paid.

Temporary Services

Seller will provide electric power during construction.
Seller will provide sanitary facilities.
Seller to pile scrap and remove from site.

Purchaser Initials

Permit

Purchaser shall timely obtain at Purchaser's cost all necessary and required permits and licenses for the construction contemplated by this Agreement.

Site

Contract Amount is based on level, compacted, and workable construction site. If snow removal is required, it is the Purchasers responsibility. If extra materials and/or labor are required because of a sloping construction site or snow removal, Purchaser will pay for the same upon request of Seller. The price of such materials will be Seller's usual and customary price. If because of buried objects (concrete, rocks, etc.) or because extra hole depth is required beyond 5 feet 6 inches Seller is unable to proceed with normal digging procedures, then the extra expense resulting from such condition(s) will be the obligation of the Purchaser and shall be paid to Seller upon request. Seller shall not be responsible for any damage to buildings occasioned by soil conditions including water table conditions, nor for the inability of the building site to bear the weight of the building.

All labor standards are based upon building materials being placed within 75 feet of building pad. Access must be provided for unloading materials to the building material placement area which must be within 75 feet of the building pad - If greater than 75 feet, additional charges will be applied