

CONTRACT

This Contract, made and entered into this 22 day of January, 2021, by and between the **CITY OF NEWPORT**, a municipal corporation, hereinafter called the "Owner," and Michels Corporation of Salem, Oregon hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for construction of "**STORM PIPE REHABILITATION AND OUTFALL F EROSION AND SLOPE REPAIR**", to the extent of the Proposal made by the Contractor, dated the 14th day of May, 2020, all in full compliance with the Contract Documents referred to herein.

The selected work follows:

Base Bid Amount: \$1,668,787.00

Grand Total (Bid) Contract Amount: \$1,668,787.00

The BIDDING REQUIREMENTS, including the signed copy of the Proposal, the CONTRACT FORMS, the CONDITIONS OF THE CONTRACT, the SPECIFICATIONS, and the DRAWINGS, which consist of 12 sheets entitled "**STORM PIPE REHABILITATION AND OUTFALL F EROSION AND SLOPE REPAIR**", dated APRIL 2020, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein and are mutually cooperative therewith.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Proposal as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said Proposal.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract for a period of 1 year after the date of acceptance of the work by the Owner, or as otherwise required by the Contract Documents, and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed the time limit for completion of the Contract, based upon the Proposal, shall be 35 calendar days from the "Notice to Proceed" date.

In the event that the Contractor shall fail to complete the work within the time limit or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid at the rates indicated in Paragraph 80-80 of the General Provisions. Sundays and legal holidays shall be excluded in determining days in default.

Attorney Fees: In the event that any suit, action, or arbitration is brought by the parties arising out of this Agreement, the prevailing party shall recover such reasonable attorney fees as shall be set by the trial court and any court of appeal.

Authorize Signer: Each person signing this Contract, represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Contract.

OWNER City of Newport, Oregon

CONTRACTOR Michels Corporation

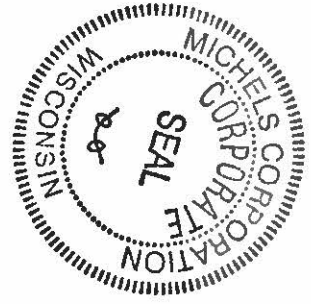
BY *D. Odell*

BY Scott Odell *S Odell*

TITLE *City Manager*

TITLE Western Regional Manager

APPROVED AS TO FORM: *David W. Allen*
Attorney for Owner



PAYMENT BOND

BOND NO. 30117672/190046394

AMOUNT: \$1,668,787.00

KNOW ALL MEN BY THESE PRESENTS, that Michels Corporation
of 1715 16th Street SE, Salem, OR 97302

hereinafter called the CONTRACTOR (Principal), and, Continental Casualty Company & Liberty Mutual Insurance Company
a corporation duly organized and existing under and by virtue of the laws of the State of IL & MA,

hereinafter called the SURETY, and authorized to transact business within the State of OR

as SURETY, are held and firmly bound unto City of Newport

as OWNER (Obligee), in the sum of: One Million Six Hundred Sixty Eight Thousand Seven Hundred Eighty Seven & 00/100 DOLLARS (\$1,668,787.00),

lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR, and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated January 22, 2021, for **STORM PIPE REHABILITATION AND OUTFALL F EROSION AND SLOPE REPAIR at NEWPORT MUNICIPAL AIRPORT.**

If CONTRACTOR shall make all payments as required by the terms and conditions of the within and foregoing Contract, as well as all other payments for goods and services rendered in connection with the performance of said Contract for which any common law or statutory mechanics lien is available, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

PROVIDED, HOWEVER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the Contract Documents.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 22nd day of January, 2021, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR: Michels Corporation

By: [Signature] (Seal) [Signature] Attest

SURETY: Continental Casualty Company & Liberty Mutual Insurance Company

By: [Signature] (Seal) [Signature] Attest
Heather R. Goedtel, Attorney-in-Fact

APPROVED AS TO FORM: [Signature]
OWNER

Date



NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located, and named in the current list of Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies, as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

PERFORMANCE BOND

BOND NO. 30117672/190046394

AMOUNT: \$1,668,787.00

KNOW ALL MEN BY THESE PRESENTS, that Michels Corporation of 1715 16th Street SE, Salem, OR 97302 hereinafter called the CONTRACTOR (Principal), and Continental Casualty Company & Liberty Mutual Insurance Company, a corporation duly organized and existing under and by virtue of the laws of the State of IL & MA hereinafter called the SURETY, and authorized to transact business within the State of OR as SURETY, are held and firmly bound unto City of Newport as OWNER (Obligee), in the sum of: One Million Six Hundred Sixty Eight Thousand Seven Hundred Eighty Seven & 00/100 DOLLARS (\$1,668,787.00), lawful money of the United States of America, for the payment of which, well and truly be made to the OWNER, the CONTRACTOR, and the SURETY bind themselves and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents as follows:

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT:

WHEREAS, the CONTRACTOR has executed and entered into a certain Contract hereto attached, with the OWNER, dated January 22, 2021, for **STORM PIPE REHABILITATION AND OUTFALL F EROSION AND SLOPE REPAIR at NEWPORT MUNICIPAL AIRPORT.**

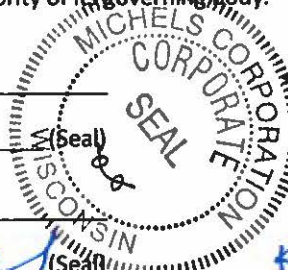
NOW, THEREFORE, if the CONTRACTOR shall in all things perform all the terms and conditions of the within and foregoing Contract as provided in the Contract Documents to be by such CONTRACTOR performed, and shall honor all claims for defective work made within 1 year after the completion and acceptance of the foregoing Contract, and shall pay over, make good, and reimburse to the OWNER, all loss or damage which the OWNER may sustain by reason of failure or default on the part of CONTRACTOR, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

PROVIDED, HOWEVER, that the SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Documents or to the work to be performed thereunder, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract Documents.

IN WITNESS WHEREOF, the above parties bounded together have executed this instrument this 22nd day of January, 2021, the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to authority of its governing body.

CONTRACTOR: Michels Corporation

By: [Signature]



[Signature] Attest

SURETY: Continental Casualty Company & Liberty Mutual Insurance Company

By: [Signature]
Heather R. Goedel, Attorney-in-Fact

[Signature] Attest

APPROVED AS TO FORM: [Signature]
OWNER

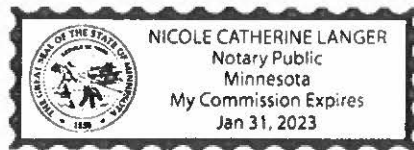
Date

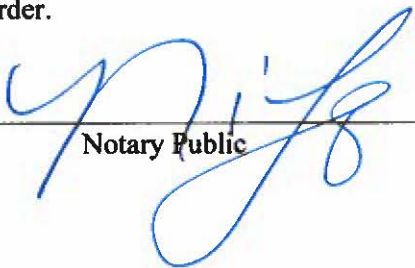
NOTE: The SURETY named on this bond shall be one who is licensed to conduct business in the state where the project is located. All bonds signed by an agent must be accompanied by a certified copy of the authority to act for the SURETY at the time of the signing of this bond.

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 22nd day of January 2021, before me personally came Heather R. Goedtel, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Continental Casualty Company & Liberty Mutual Insurance Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.





Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghausser, Michelle Halter, Individually

of Bloomington, MN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of December, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruffat
Paul T. Bruffat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of December, 2019, before me personally came Paul T. Bruffat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 22nd day of January, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202635-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig, Brian D. Carpenter, Kelly Nicole Enghausser, Heather R. Goedel, Michelle Halter, Jessica Hoff, Nicole Langer, Craig Olmstead, Laurie Pflug

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of November, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 21st day of November, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of January, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED Michels Corporation 1715 16th St SE Salem, OR 97302	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Insurance America Inc	24554
	INSURER C: XL Specialty Insurance Company	37885
	INSURER D: AIG Specialty Insurance Company	26883
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W19907462 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	CGD740955303	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	CAD740955403	02/01/2020	02/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		US00077661LI20A	02/01/2020	02/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A <input checked="" type="checkbox"/> NO		CWD740955103	02/01/2020	02/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation - WI and Employers Liability Work Comp: Per Statute		CWR740955203	02/01/2020	02/01/2021	E.L. Each Accident \$1,000,000 E.L. Disease-Each Emp \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER City of Newport, Oregon 169 SW Coast Highway Newport, OR 97356	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Michels Corporation 1715 16th St SE Salem, OR 97302	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: 21010700-Storm Pipe Rehabilitation and Outfall F Erosion and Slope Repair.
Project Address: Newport, OR.

City of Newport, Oregon, Precision Approach Engineering, Inc., Owner and all other governmental bodies with jurisdiction in the area involved in the Project, their officers and employees are Additional Insureds with respect to the General Liability and Auto Liability coverages and the work performed by the Named Insured when required by written contract, agreement or permit executed prior to loss.

Such insurance as is afforded to Additional Insureds shall be Primary and Non-contributory with any other insurance available to Additional Insureds if required by contract executed prior to loss.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 8197229 EFF DATE: 02/01/2019 EXP DATE: 02/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractors Pollution	Each Loss	\$5,000,000
	Aggregate	\$5,000,000

ENDORSEMENT #

This endorsement, effective 12:01 a.m., February 1, 2020, forms a part of Policy No. CGD740955303 issued to M10, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., February 1, 2020, forms a part of Policy No.CAD740955403 issued to M10, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the Policy remain unchanged.

ENDORSEMENT #

This endorsement, effective 12:01 a.m., February 1, 2020 forms a part of Policy No. CWD740955103 issued to M10, INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the Policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective February 1, 2020 Policy No. CWD740955103 Endorsement No.

Insured M10, INC.

Premium

Insurance Company
XL Specialty Insurance Company

Countersigned by _____

ENDORSEMENT #

This endorsement, effective 12:01 a.m., February 1, 2020 forms a part of Policy No. CWR740955203 issued to M10, INC. by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

This endorsement modifies insurance provided under the following:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the Policy remain unchanged.

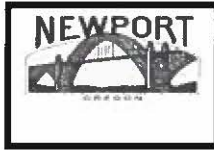
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective February 1, 2020 Policy No. CWR740955203 Endorsement No.

Insured M10, INC. Premium

Insurance Company Countersigned by _____
 XL Specialty Insurance Company



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Contract between City of Newport & Michels Corporation Date: 1/27/2021

Statement of Purpose: AIP 27 storm pipe rehab. Contract between City of Newport and Michels Corporation.

Department Head Signature: [Signature]

Remarks, if any: none

City Attorney Review and Signature: [Signature] Date: 2/15/2021

Other Signatures as Requested by the City Attorney: _____

Name/Position
Date: _____

Budget Confirmed: Signature Yes No N/A

Certificate of Insurance Attached: Yes No N/A

City Council Approval Needed: Yes No Date: 6/15/2020

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 2/16/21

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: [Signature] Date: 2/21/2021

Date posted on website: 2/19/21