

A BILL FOR AN ORDINANCE AUTHORIZING AND)
DIRECTING THE MAYOR AND RECORDER TO ENTER)
INTO A CONTRACT WITH DEVCO ENGINEERING, INC.)
CONSULTING ENGINEERS FOR THE PREPARATION OF)
PLANS AND SPECIFICATIONS AND CONSTRUCTION)
STAKING AND INSPECTION FOR THE LOCAL IMPROVE-)
MENT DISTRICT KNOWN AS 10th AND WALKER ROAD)
AND DECLARING AN EMERGENCY.)

ORDINANCE BILL NO. 34
for 1978

ORDINANCE NO. 1699

THE PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to enter into an agreement with DEVCO ENGINEERING, INC., Corvallis, Oregon for the preparation of plans and specifications in the amount of \$52,760.75 as shown in Exhibit "A"; and for construction staking and inspection in the amount of \$49,458.58 as shown in attached Exhibit "A", for the Local Improvement District known as "10th and Walker Road" not to exceed a total of \$102,219.33.

The agreement shall refer to the plans and specifications filed with the City Engineer and approved by the Council.

Section 2. That inasmuch as this Agreement is necessary for the peace, health and safety of the City of Lebanon, an emergency is said to exist and this Ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 12th day of July, 1978.

ATTEST:

Ethel R. J. J.
Recorder

W. F. Spire
Mayor



STATEMENT

Phone 757-0931
P. O. Box 1211
Corvallis, Oregon 97330

DEVCO ENGINEERING, INC.

CIVIL, MUNICIPAL, STRUCTURAL, LAND SURVEYING

Nº 2339

City of Lebanon

P. O. Box 86

Lebanon, Oregon 97355

Attention: Mr. Mike McCarthy

DATE June 5, 1978

DATE	DESCRIPTION	CHARGES	CREDITS	BALANCE
	Contract Provisions - 5.9% Total Engineer Fee			
	Estimated Total Fee			
	Sewer \$151,100 @ 5.9%	8,909.00		
	Storm Drainage \$406,350 @ 5.9%	23,974.65		
	Street \$336,900 @ 5.9%	19,877.10		
	TOTAL	52,760.75		
	Per Contract - Total Due 90% of Eng'r Fee			
	90% of 52,760.75 = \$47,484.68			
	Amount Due This Invoice			<u>\$47,484.68</u>

*OK
6/15/78
Auct 2nd 10th / Walker C.I.D.*



Phone 757-8991
 33900 Eastgate Circle
 P.O. Box 1211
 Corvallis, Oregon 97330

10th STREET-WALKER ROAD L.I.D.

DEVCO ENGINEERING, INC.

CIVIL, MUNICIPAL, STRUCTURAL, LAND SURVEYING

AGREEMENT FOR PROFESSIONAL SERVICES

TERMS OF AGREEMENT:

The City of Lebanon request that the Engineer provide engineering services which would otherwise be performed by the City Engineer. The Engineer promises to perform engineering services for the project described as the 10th Street-Walker Road L.I.D. as shown on the map attached hereto.

PRINCIPALS TO THE AGREEMENT:

Owner: City of Lebanon
 P. O. Box 86
 Lebanon, Oregon 97355

Engineer: Devco Engineering Inc.
 P. O. Box 1211
 Corvallis, Oregon 97330

DESCRIPTION OF SERVICES:

The Engineer will provide preliminary designs for storm drains, sanitary sewers and street paving sufficient to prepare a cost estimate for a public hearing. The Engineer shall prepare an engineering report with the estimated lot assessments for the public hearing. All storm sewer, sanitary sewer locations shall be approved by the City Engineer. The Engineer shall prepare final plans and specifications into contract documents in sufficient detail and quantity for obtaining bids for construction. The number of copies of the plans and specifications as specified by the City Engineer shall be made available for distribution from the office of the City Engineer as well as from Devco Engineering, Inc.

All services to be performed by the Engineer shall be performed in a manner consistent with current engineering practice in the geographic area of Lebanon, Oregon and as approved by the City Engineer.

The City of Lebanon in carrying out this project covered by this agreement, will furnish the following services:

- 1) Review preliminary design and cost estimate.
- 2) Prepare all resolutions and ordinances, notices of public hearings complete with applicable maps.
- 3) Review and approve final plans and specifications.
- 4) Provide all construction staking unless otherwise requested of the Engineer.
- 5) Provide all construction inspection unless otherwise requested of the Engineer.
- 6) Prepare monthly progress payment and make payments to the Contractor.
- 7) Prepare final report and assessment roll.
- 8) Secure right-of-way and easements necessary for construction.

In carrying out this agreement, the Engineer will act as the agent to the Owner for services supplied under this agreement. The Engineer will inform the City Administrator of any area of conflict or potential conflict or

potential conflict between the direct or indirect interests of the Owner and the interests of any other person.

COMPENSATION:

The City of Lebanon promises to pay to the Engineer the following amount for the services covered by this agreement 5.9% of the construction contract cost for the final design services. Construction engineering shall be paid for at the following rates:

- Principal Engineer - \$30.00/hr.
- Survey Crew (2 men) - \$32.00/hr.
- Construction Inspect. - \$18.00/hr.
- Engineer Technician - \$15.00/hr.
- Mileage - 15¢/mi.

The Owner shall compensate the Engineer by the 15th of the month after receiving a statement from the Engineer for the construction engineering rendered the previous month.

The design engineering shall be paid in the following manner:

- 1) 20 per cent of the gross estimated fee for final design engineering shall be paid upon passage of the Resolution to Improve for the described project.
- 2) 70 per cent of the gross estimated fee for final design engineering shall be paid upon submission and approval of all contract documents for the project.
- 3) The remaining 10 per cent of the final design fee shall be paid upon acceptance of the project by the City of Lebanon. The actual fee shall be based on final contract cost.

The City of Lebanon may terminate this agreement upon written notice to the Engineer at any time that the City Administrator and City Engineer determine that in their reasonable discretion it is in the best interests of the City that the project be suspended or abandoned, or that the Engineer has failed to perform any service covered by this agreement in an acceptable manner. In the event of termination, the liability of the city shall be limited to the reasonable value of services rendered to the date of termination of this agreement.

AGREEMENT:

The undersigned hereby agree to the conditions of this agreement. Dated this 28 day of April, 1978.

CITY OF LEBANON
An Oregon Municipal Corporation

DEVCO ENGINEERING, INC.

by Edward R. Jure
City Administrator

[Signature]
President

by Michael B. [Signature]
City Engineer



Phone 757-8991
562 NW Van Buren
P. O. Box 1211
Corvallis, Oregon 97330

DEVCO ENGINEERING, INC.

CIVIL, MUNICIPAL, STRUCTURAL, LAND SURVEYING

July 11, 1978

Ms. Nina Fintel
City of Lebanon
925 Main
Lebanon OR 97355

Re: 10th and Walker Rd., L.I.D.

Dear Nina:

Per your request, this letter is written to confirm our telephone conversation on July 11, 1978, concerning the cost of engineering inspection, surveying, and testing as it relates to the construction phase of the subject project. The costs associated with the construction phase of this project as it relates to the engineering aspect will be \$49,458.50.

This firm, per our agreement, will provide a supplement to the City of Lebanon Engineering Staff to implement a successful project.

If you have any questions or additional clarification is required as to this cost, please feel free to contact this office at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read "Neal L. Peterson", written over a horizontal line.

Neal L. Peterson
General Manager

NLP:kam

Wildish
(original)

26 mi
24 mi

CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF A
SEWER LINE, STORM DRAIN LINE &
STREET IMPROVEMENT

ON

WALKER ROAD &
10TH STREET VICINITY

CITY OF

LEBANON

DEVCO ENGINEERING, INC
CORVALLIS, OR

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint

BEN BATES of CORVALLIS, OREGON-----

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed

ANY AND ALL BONDS AND UNDERTAKINGS OF SURETYSHIP-----

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Section 37A of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which provisions are now in full force and effect, reading as follows:

SECTION 37A - ATTORNEYS-IN-FACT

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 26th day of October, 1971, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 8th day of July 19 75.

UNITED PACIFIC INSURANCE COMPANY



Morris E. Brown
Executive Vice-President

STATE OF _____ }
COUNTY OF _____ } ss.

On this 8th day of July, 19 75, personally appeared MORRIS E. BROWN

Executive, to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Section 37A, Section 1 and 2 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

January 15, 19 78



Suzanne Holsey

Notary Public in and for State of Washington

Residing at Tacoma

I, D. Keith Johnson, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 28th day of June 19 78



D. Keith Johnson
Assistant Secretary

WILDISH CORVALLIS CONSTRUCTION CO.

P. O. BOX 987
CORVALLIS, OREGON 97330
753-7388

June 28, 1978

City Councilmen and Mayor
City Hall
Lebanon, OR 97355

Dear Sirs:

This letter is in reference to our qualification of today's bid to the City of Lebanon -- 10th & Walker St. We would wish to convey the following.

If the initial completion date schedule, as provided in the bidding documents, is extended by no fault of the contractor, then Wildish would expect to negotiate a unit price increase for the remaining bid items in Schedule A (Streets) in accordance with the nation's inflation index. Examples of such causes of extensions would be on the order of change orders, Engineering design delays, and other such associated changes.

Wildish has every intension of completing this project on schedule as our proposal indicates. We wish only to leave open the opportunity to negotiate the incremental price increase on the remaining portion of the Street Schedule if such delays do in fact occur.

Thank you for your attention and consideration.

Respectfully Submitted,

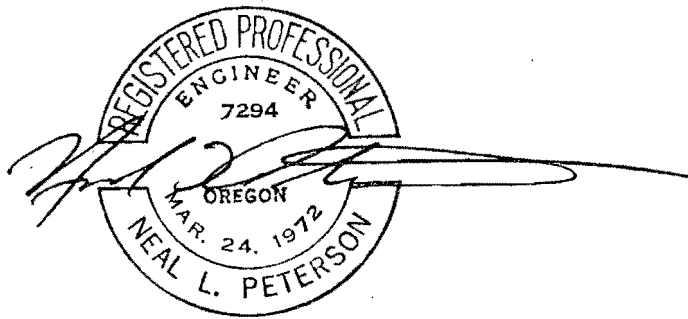


Doug Matthews
Engineer



K. James Allen
General Manager

CITY OF LEBANON
LINN COUNTY, OREGON
CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
SEWER, STORM DRAINAGE & STREET IMPROVEMENTS
IN
10th & WALKER STREET PROJECT



DATE

June 14, 1978

Mayor

William F. Spries

City Council

Victor Chiavetta	Ronald Miller
Daniel A. Clark	Betty M. Collins
Lyle Winters	L. Lee Scott

Ed Ivey, City Administrator
Mike McCarthy, Public Works Director

Submitted by: Neal L. Peterson
Devco Engineering Inc.

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ADVERTISEMENT FOR BIDS

Sealed proposals for the construction of storm drain lines, sanitary sewer lines, and street improvements in the vicinity of 10th Street & Walker Road, addressed to the Mayor and City Council, Lebanon, Oregon, will be received at the office of the City Administrator, City Hall, Lebanon, Oregon, until 4:00 p.m., Pacific Daylight Time on the 28th, day of June, 1978, and will be publicly opened and read.

Plans and specifications may be examined in the office of the City Engineering, City Hall, Lebanon, Oregon or at the office of the Consulting Engineer, Devco Engineer, 33900 Eastgate Circle, Corvallis, Oregon. A copy of said documents may be obtained at either office upon a deposit of twenty dollars (\$20.00) for each documents.

The full amount of the deposit, less mailing charges, will be refunded if said documents are returned in good condition within ten (10) days after the bid opening.

A pre-bid inspection of the project will be conducted at the site on June 22, 1978 at 10:00 a.m. The meeting will be held at the intersection of 10th and Walker Road.

Each proposal must be submitted on the prescribed form and accompanied by the certified check or bid bond payable to the City Recorder, Lebanon, Oregon, in an amount not less than ten per cent (10%) of the total bid amount.

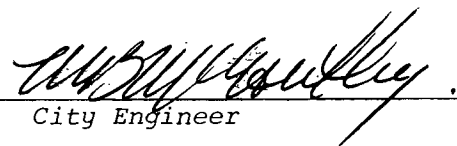
The successful bidder will be required to furnish a performance and payment bond in the full amount of the contract price.

The City of Lebanon reserves the right to reject any or all bids, to postpone the award of the contract for a period not to exceed thirty (30) days, and to accept the proposal which is in the best interest of the City.

Dated this 12th day of June, 1978.

CITY OF LEBANON, OREGON

By


City Engineer

INFORMATION FOR BIDDERS

1. GENERAL. A general description of the work to be done is contained in the Advertisement for Bids. The scope is indicated on the accompanying Plans and specified in applicable parts of these Contract Documents. The Contractor shall furnish all materials, unless otherwise specified.

2. CONTRACT DOCUMENTS. The Contract Documents under which it is proposed to execute this work consists of the material bound herewith. These Contract Documents are intended to be mutually cooperative and to work. Any person contemplating the submission of a Proposal and being in doubt as to the meaning or intent of said Contract Documents should request of the Engineer, in writing, an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing, and a copy of such interpretation or change will be mailed or delivered to each person receiving a set of the Documents. The Owner will not be responsible for any other explanation or interpretations of said Documents.

3. TYPE OF PROPOSAL. The Proposal for the work contemplated is to be submitted on a unit price basis.

4. PREPARATION OF PROPOSALS. All blank spaces in the Proposal form must be filled in, in ink, in both words and figures where required. No changes shall be made in the phraseology of the forms or in the items mentioned herein. Written amounts shall govern in cases of discrepancy between the amounts stated in writing and the amounts stated in figures.

Any proposal shall be deemed "Informal" which contains omissions, erasures, alterations, or additions of any kind, or items uncalled for, or in which any of the items are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Advertisement for Bids. (See Paragraph 11).

The Bidder shall sign his Proposal in the blank space provided therefore. Proposal made by corporations or partnerships shall contain names and addresses of the principal officers or partners. If the Proposal is made by a corporation, it must be acknowledged by one of the principal officers thereof; if made by a partnership, by one of the partners.

5. SUBMISSION OF PROPOSALS. All proposals must be submitted at the time and place and in the manner prescribed in the Advertisement for Bids. Proposals must be made on the prescribed Proposal forms bound herewith and submitted intact with the Contract Documents.

6. WITHDRAWAL OF PROPOSAL. Any proposal may be withdrawn prior to the scheduled time for the opening of proposals either by telegraphic or written request, or in person. No proposal may be withdrawn after the time scheduled for opening of proposals unless the time specified in Paragraph 10 of this Information for Bidders has elapsed.

7. BID SECURITY. Proposals must be accompanied by a certified check drawn on a bank in good standing, or a bid bond issued by a surety company authorized to issue such bonds in the State of Oregon, in an amount not less than ten percent (10%) of the total amount of the Proposal submitted. This check or bid bond shall be given as a guarantee that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish a properly executed Performance and Payment Bond in the full amount of the Contract price within the time specified.

The Owner reserves the right to retain the bid security of the three lowest bidders until the successful Bidder has signed and delivered the Contract and furnished a one hundred percent (100%) Performance and Payment Bond. Upon failure of the successful Bidder to sign and deliver said Contract and Performance and Payment Bond within the specified time, the next lowest bid may be accepted at the Owner's discretion whereupon the above instructions and requirements will apply to the said second bidder.

Bid security of all bidders, except the three lowest, will be returned promptly after the canvass of bids; bid security of the three lowest bidders will be returned within three (3) days after the Contract has been executed or other disposition made thereof in accordance with the provisions stated herein.

8. CONDITION OF WORK. Each bidder must inform himself on the conditions relating to the execution of the work, and it is assumed that he will inspect the site and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Bidder of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each bidder must inform himself on all laws and statutes, both Federal and State, relative to the regular execution of the work, the employment of labor, protection of public health, the protection of private property, right-of-way, and access to the work, fire protection regulations, and similar requirements.

9. FINANCING. The work will be paid for by warrants, or its equivalent. Monthly payments for work performed will be made by the Owner as specified in the General Conditions.

10. AWARD OF CONTRACT. Within thirty (30) calendar days after the opening of proposals, the Owner will accept one of the proposals or will act in accordance with Paragraph 11 of this Information for Bidders. The acceptance of the Proposal will be by notice in writing mailed or delivered to the office designated in the Proposal.

11. BASIS OF AWARD. The award will be made by the Owner on the basis of that proposal which in its sole and absolute judgement will best serve its interests.

The Owner reserves the right to accept or reject any or all proposals, and to waive any "Informalities and Irregularities" in said proposals. (See Paragraph 4.)

12. EXECUTION OF THE CONTRACT. The successful Bidder shall, within seven (7) days after receiving notice of the award, execute the Contract hereto attached with the Owner.

13. PERFORMANCE AND PAYMENT BOND. The successful Bidder shall file with the City, at the time of execution of the Contract, a Performance and Payment Bond of the form bound herewith in the full amount of the Contract price. The surety company furnishing this bond shall have a sound financial standing and a record of service satisfactory to the City, and shall be authorized to do business in the State of Oregon.

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the surety company, must attach a copy of his power-of-attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond which it covers.

14. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND. Should the successful Bidder fail or refuse to execute the Contract and furnish the Performance and Payment Bond, the bid security deposited by said Bidder will be retained as liquidated damages by the City; and it is agreed that this said sum is a fair estimate of the amount of damages the City will sustain in case the Bidder fails to enter into a Contract and furnish Bond as hereinbefore provided. Bid security deposited in the form of a certified check shall be subject to the same requirements as a bid bond.

15. TIME OF COMPLETION. The time of completion of the work to be performed under this Contract is stated in the Proposal. Delays and extensions of the time may be allowed in accordance with Article E-7 of the General Conditions.

BID PROPOSAL

Honorable Mayor and City Council
City Hall
Lebanon, Oregon

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that the Proposal is in all respects fair and without fraud, that it is made without collusion with any official or employee of the City, and that the Proposal is made without any connection or collusion with any person making another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the proposed improvements; that he has personally inspected the site; that he has satisfied himself as to the quantities of materials, items of equipment, and conditions of work involved, including the fact that the description of the work and materials are included herein is brief and is intended only to indicate the general nature of such items and to identify the said quantities with the detailed requirements of the Contract Documents; and that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereto attached and are hereby made a part of the Proposal.

The Bidder agrees that if this Proposal is accepted, he will, within seven (7) calendar days after notification of acceptance, execute the Contract with the City in the form of Contract annexed hereto, and will, at the time of execution of the Contract, deliver to the City the Performance and Payment Bond required herein, and will, to the extent of his Proposal, furnish all machinery, tools and apparatus and other means of construction and do all the work and furnish all the materials necessary to complete the work in the manner and in the time according to the methods as specified in the Contract Documents and required by the Engineer thereunder.

The Bidder of Schedule A and Schedule B agrees to complete construction of his work as specified below after the date of execution of the Contract by the Owner:

10th, 11th, Lindsay Lane and Walker Road

*Separate days for
each St.*

Schedule A ① Street Excavation	20 calendar days
② Street - Rock, curbs, manhole adjustment asphaltic concrete	35 calendar days

Schedule B ② Underground Utilities

65 calendar days
120 "

Azalea St., 12th, and Cul-de-Sacs

Schedule A ① Street Excavation	35 calendar days
② Street - Rock, curbs, manhole adjustment, asphaltic concrete	45 calendar days

Schedule B ② Underground Utilities

200 calendar days
280 " "

*get quantities for 12th, Azalea
for next year price!*

Schedule A

The Contractor for Schedule A shall complete the street excavation first in accordance with the plans. The street excavation shall commence in accordance with the following schedule:

Walker Road
10th Street
11th Street and Lindsay Lane

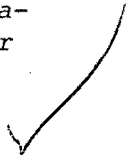
Completion of the subgrade compaction, street surfacing, curbs, etc. will be completed within the calendar day allotment specified. The time for completing the work shall commence once the Contractor for Schedule A has received written notice from the Engineer that the Contractor for Schedule B has substantially completed his work.

Schedule B

Completion of the underground utilities will be completed within the calendar day allotment specified. The time for completing the work shall commence once the Contractor for Schedule B has received written notice from the Engineer that the Contractor for Schedule A has substantially completed the street excavation.

The Contractor shall schedule his activities such that work areas for Pacific Power and Light Company to complete the water line installation will be made available as soon as possible. If the Contractor for Schedule B is delayed by Pacific Power and Light, notification to the Engineer for an extension of time shall be made in accordance with Section E-7 of the General Conditions contained herein.

How long for completion of P&L?? Time Delays??



Schedules A & B

Once a contract has been let for each schedule, the successful bidder of each schedule shall prepare a schedule that will provide for coordination of their respective activities which will also include input from Pacific Power and Light Company for their activities. The schedule shall be detailed sufficiently so activities can be readily identified. The schedule shall be reviewed and approved by the Engineer.

The schedule shall be followed as to the sequence of activities, with deviation from the sequence being obtained from the Engineer if changes in the sequence are necessary.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the City at the rate of one hundred-eighty dollars (\$180.00) per day per schedule until the work shall have been finished, as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

The Bidder further proposes to accept as full payment for the work proposed herein the amount computed under the provisions of the Contract Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved, that they represent a true measure of the labor and material required to perform the work, including all allowance for overhead and profit for each type and unit of work called for in these Contract Documents.

- ① When will Sch. A, Street exp for 12th E Arden
be notified to start?
- ② Get Bid Tab - Green St. from Niel.

CONTRACTOR'S PROPOSAL

It is agreed that if the Bidder is awarded the Contract for the work herein proposed and shall fail or refuse to execute the Contract and furnish the specified Performance and Payment Bond within seven (7) calendar days after receipt of notification of acceptance of his Proposal, then, in that event, the bid security in the sum of Ten Per Cent Dollars (\$ 10%), deposited herewith according to the conditions of the Advertisement for Bids and Information for Bidders, shall be retained by the City as liquidated damages; and it is agreed that the said sum is a fair measure of the amount of damage the City will sustain in case the Bidder shall fail or refuse to enter into the Contract for the said work and to furnish the Performance Bond as specified in the Contract Documents. Bid security in the form of a certified check shall be subject to the same requirements as a bid bond.

If the Bidder is awarded a construction Contract on the Proposal, the Surety who will provide the Performance and Payment Bond will be United Pacific Insurance Co., whose address is Home Office, Tacoma, Wa. City State

The name of the Bidder who is submitting this Proposal is Wildish Corvallis Construction Co. doing business at P.O. Box 987 - 4885 NE Hwy 20, Corvallis, OR City State

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

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

Jim Wildish Norm Wildish
Gary Wildish Rich Wildish
Tom Wildish

(If Sole Proprietor or Partnership)

In witness hereto the undersigned has set his (its) hand this _____ day of _____, 197__.

Signature of Bidder

Title

(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 28 day of June, 1978.

Wildish Corvallis Construction Co.
Name of Corporation

[Signature]
By

V.P.
Title

Attest [Signature]
Secretary

Qualification : Wildish to accept the following sets of proposals :

- 1) Schedule A only
- 2) Schedule A & B only.

Note Also : Schedule A unit prices reflect this construction season prices. Wildish to negotiate increase in next seasons prices for remainder of Schedule A, if so extended.

CONTRACTOR'S PROPOSAL
10th & Walker Rd.

Schedule A

Item

1. Clearing and Grubbing; Lump Sum

Tenthousand nine hundred Dollars

& no Cents Lump Sum

(\$ 10,900⁰⁰) Lump Sum

10,900⁰⁰

2. Temporary Traffic Control; Lump Sum

One Thousand Dollars

& No Cents Lump Sum

(\$ 1000⁰⁰) Lump Sum

1000⁰⁰

3. Excavation; 27,600 Cubic Yards

One Dollars

& Twenty - three Cents Per Cubic Yard

(\$ 1²³) Per Cubic Yard

33,948⁰⁰

4. Embankment, 850 Cubic Yards

One Dollars

& fifty Cents Per Cubic Yard

(\$ 1⁵⁰) Per Cubic Yard

1275⁰⁰

5. Extra Pay Item - Unsuitable Material, In Place
800 Cubic Yards

fourteen Dollars

& Sixty Cents Per Cubic Yard

(\$ 14⁶⁰) Per Cubic Yard

11,680⁰⁰

6. Base Rock (1"-0); 18,425 Tons, In Place

Five Dollars

& thirty six Cents Per Ton

(\$ 536) Per Ton

98,758⁰⁰

Item

7. Asphaltic Concrete, 6,280 Tons, In Place

Eighteen Dollars

& thirty one Cents Per Ton

(\$ 18.³¹) Per Ton

114,986.⁸⁰

8. 30" Concrete Curb and Gutter, 14,235 Feet, In Place

Four Dollars

& fifteen Cents Per Lineal Foot

(\$ 4.¹⁵) Per Lineal Foot

59,075.²⁵ NLP
~~62,634.⁰⁰~~

9. Standard Driveway Depression, 8 Each

Fifteen Dollars

& no Cents Each

(\$ 15.⁰⁰) Each

120.⁰⁰

10. Curb Inlet Catch Basin; 26 Each

Four hundred twenty-five Dollars

& no Cents Each

(\$ 425.⁰⁰) Each

11,050.⁰⁰

11. Manhole Adjustment, 36 Each

Two hundred twenty-five Dollars

& no Cents Each

(\$ 225.⁰⁰) Each

8,100.⁰⁰

TOTAL SCHEDULE A

~~354,451.⁸⁰~~
350,893.05

WBM

Schedule B

Alternate A & B

Item

Sanitary Sewer

4" Service Lateral, Class "C", 708 Lineal Feet

Nine Dollars
& Fifty Cents Per Lineal Foot
(\$ 9⁵⁰) Per Lineal Foot

6726⁰⁰

4" Service Lateral, Class "D", 3398 Lineal Feet

Fourteen Dollars
& No Cents Per Lineal Foot
(\$ 14⁰⁰) Per Lineal Foot

47572⁰⁰

4" Service Lateral, Ductile Iron, Class "C",
72 Lineal Feet

Thirteen Dollars
& three Cents Per Lineal Foot
(\$ 13⁰³) Per Lineal Foot

938¹⁶

4" Service Lateral, Ductile Iron, Class "D"
36 Lineal Feet

Eighteen Dollars
& forty - nine Cents Per Lineal Foot
(\$ 18⁴⁹) Per Lineal Foot

665⁶⁴

6" Sanitary Sewer, Class "C", 102 Lineal Feet

ten Dollars
& Sixty - Five Cents Per Lineal Foot
(\$ 10⁶⁵) Per Lineal Foot

1086³⁰

Item

6" Sanitary Sewer, Class "D", 22 Lineal Feet

Sixteen Dollars
& Eleven Cents Per Lineal Foot
(\$ 16¹¹) Per Lineal Foot

354⁴²

8" Sanitary Sewer, Class "D", 1918 Lineal Feet

Eighteen Dollars
& Eighteen Cents Per Lineal Foot
(\$ 18¹⁸) Per Lineal Foot

34,869²⁴

8" Sanitary Sewer, Ductile Iron, Class "C",
18 Lineal Feet

ten Dollars
& twenty-nine Cents Per Lineal Foot
(\$ 10²⁹) Per Lineal Foot

185²²

8" Sanitary Sewer, Ductile Iron, Class "D",
36 Lineal Feet

twenty-three Dollars
& fifty-two Cents Per Lineal Foot
(\$ 23⁵²) Per Lineal Foot

846⁷²

10" Sanitary Sewer, Class "C", 502 Lineal Feet

Eleven Dollars
& Seventy-Seven Cents Per Lineal Foot
(\$ 11⁷⁷) Per Lineal Foot

5908⁵⁴

10" Sanitary Sewer, Class "D", 4163 Lineal Feet

twenty Dollars
& forty-nine Cents Per Lineal Foot
(\$ 20⁴⁹) Per Lineal Foot

85,299⁸⁷

Item

10" Sanitary Sewer, Ductile Iron, Class "D", 162 Lineal Feet

Twenty-eight Dollars
& Twenty-nine Cents Per Lineal Foot
(\$ 28²⁹) Per Lineal Foot

4582⁹⁸

12" Sanitary Sewer, Class "C", 574 Lineal Feet

Seventeen Dollars
& fifty-six Cents Per Lineal Foot
(\$ 17⁵⁶) Per Lineal Foot

10,079⁴⁴

Standard Sanitary Manhole, 26 Each, In Place

Eight Hundred Fifty Dollars
& No Cents Each
(\$ 850⁰⁰) Each

22,100⁰⁰

Standard 8" Sanitary Clean Out, 1 Each, In Place

One Hundred Seventy-five Dollars
& No Cents Each
(\$ 175⁰⁰) Each

175⁰⁰

Standard Manhole Test, 5 Test Each

one Hundred fifty Dollars
& No Cents Each
(\$ 150⁰⁰) Each

750⁰⁰

Schedule B

Alternate A & B

Item

Storm Drainage

10" Storm Pipe Class "D", 202 Lineal Feet

fourteen Dollars

& No Cents Per Lineal Foot

(\$ 14⁰⁰) Per Lineal Foot

2828⁰⁰

12" Storm Pipe Class "D", 245 Lineal Feet

fifteen Dollars

& No Cents Per Lineal Foot

(\$ 15⁰⁰) Per Lineal Foot

3675⁰⁰

Remove and Reinstall 12" Storm Drain, Class "D"
40 Lineal Feet

ten Dollars

& No Cents Per Lineal Foot

(\$ 10⁰⁰) Per Lineal Foot

400⁰⁰

15" Storm Pipe, Class "C", 13 Lineal Feet

fourteen Dollars

& Thirty-Nine Cents Per Lineal Foot

(\$ 14³⁹) Per Lineal Foot

187⁰⁷

15" Storm Pipe, Class "D", 250 Lineal Feet

Eighteen Dollars

& Sixty-Seven Cents Per Lineal Foot

(\$ 18⁶⁷) Per Lineal Foot

4667⁵⁰

18" Storm Pipe, Class "D", 472 Lineal Feet

Nineteen Dollars

& Sixty-Seven Cents Per Lineal Foot

(\$ 19⁶⁷) Per Lineal Foot

9284²⁴

Item

Standard Field Drain, 1 Each, In Place

Three Hundred Fifty Dollars

& NO Cents Each

(\$ 350⁰⁰) Each

350⁰⁰

Standard Storm Drain Manholes, 18 Each

One Thousand-One Hundred Dollars

& NO Cents Each

(\$ 1,100⁰⁰) Each

19,800⁰⁰

Utility Trenching (Primary Crossings), 550 Lineal Feet

Six Dollars

& thirty Cents Per Lineal Foot

(\$ 6³⁰) Per Lineal Foot

3465⁰⁰

Utility Trenching (Secondary Crossings), 1900 Lineal Feet

Six Dollars

& thirty Cents Per Lineal Foot

(\$ 6³⁰) Per Lineal Foot

11,970⁰⁰

Outlet Grate Structure 60" Storm Pipe, 1 Each

One Thousand Dollars

& NO Cents Each

(\$ 1,000⁰⁰) Each

1,000⁰⁰

Schedule B

Alternate A

Item

Storm Drainage - Precast Concrete Pipe

24" Precast Concrete Pipe, Class "C", 24 Lineal Feet

Twenty Dollars
& No Cents Per Lineal Foot
(\$ 20⁰⁰) Per Lineal Foot

480⁰⁰

24" Precast Concrete Pipe, Class "D", 422 Lineal Feet

Twenty - four Dollars
& No Cents Per Lineal Foot
(\$ 24⁰⁰) Per Lineal Foot

10,128⁰⁰

27" Precast Concrete Pipe, Class "C", 328 Lineal Feet

Twenty - four Dollars
& No Cents Per Lineal Foot
(\$ 24⁰⁰) Per Lineal Foot

7872⁰⁰

27" Precast Concrete Pipe, Class "D", 717 Lineal Feet

thirty Dollars
& No Cents Per Lineal Foot
(# 30⁰⁰) Per Lineal Foot

21,510⁰⁰

30" Precast Concrete Pipe, Class "C", 341 Lineal Feet

thirty - two Dollars
& No Cents Per Lineal Foot
(\$ 32⁰⁰) Per Lineal Foot

10,912⁰⁰

Item

30" Precast Concrete Pipe, Class "D", 749 Lineal Feet

forty Dollars

& No Cents Per Lineal Foot

(\$ 40⁰⁰) Per Lineal Foot

29,960⁰⁰

42" Precast Concrete Pipe, Class "D", 647 Lineal Feet

fifty Dollars

& No Cents Per Lineal Foot

(\$ 50⁰⁰) Per Lineal Foot

32,350⁰⁰

48" Precast Concrete Pipe, Class "D" 928 Lineal Feet

fifty-eight Dollars

& No Cents Per Lineal Foot

(\$ 58⁰⁰) Per Lineal Foot

53,824⁰⁰

54" Precast Concrete Pipe, Class "C", 591 Lineal Feet

Sixty-eight Dollars

& No Cents Per Lineal Foot

(\$ 68⁰⁰) Per Lineal Foot

40,188⁰⁰

54" Precast Concrete Pipe, Class "D", 283 Lineal Feet

Seventy-eight Dollars

& No Cents Per Lineal Foot

(\$ 78⁰⁰) Per Lineal Foot

22,074⁰⁰

60" Precast Concrete Pipe, Class "C" 992 Lineal Feet

Ninty three Dollars

& No Cents Per Lineal Foot

(\$ 93⁰⁰) Per Lineal Foot

92,256⁰⁰

"D" as per addendum #1

Schedule B

Alternate B

Item

Storm Drainage - Cast-In-Place Concrete Pipe

24" Cast-In-Place Concrete Pipe, Class "C"
24 Lineal Feet

Twenty-one Dollars
& fifty-three Cents Per Lineal Foot
(\$ 21⁵³) Per Lineal Foot

516⁷²

24" Cast-In-Place Concrete Pipe, Class "D",
422 Lineal Feet

Twenty-four Dollars
& fifteen Cents Per Lineal Foot
(\$ 24¹⁵) Per Lineal Foot

10,191³⁰

27" Cast-In-Place Concrete Pipe, Class "C",
328 Lineal Feet

Twenty-two Dollars
& fifty-eight Cents Per Lineal Foot
(\$ 22⁵⁸) Per Lineal Foot

7406²⁴

27" Cast-In-Place Concrete Pipe, Class "D",
717 Lineal Feet

twenty-five Dollars
& twenty Cents Per Lineal Foot
(\$ 25²⁰) Per Lineal Foot

18,068⁴⁰

30" Cast-In-Place Concrete Pipe, Class "C",
341 Lineal Feet

twenty-three Dollars
& Ten Cents Per Lineal Foot
(\$ 23¹⁰) Per Lineal Foot

7877¹⁰

Item

30" Cast-In-Place Concrete Pipe, Class "D"
749 Lineal Feet

Twenty - Seven Dollars
& Four Cents Per Lineal Foot
(\$ 27⁰⁴) Per Lineal Foot

20,252⁹⁶

42" Cast-In-Place Concrete Pipe, Class "D",
647 Lineal Feet

thirty - Eight Dollars
& thirty - three Cents Per Lineal Foot
(\$ 38³³) Per Lineal Foot

24,799⁵¹

48" Cast-In-Place Concrete Pipe, Class "D",
928 Lineal Feet

fifty - one Dollars
& Eighty - two Cents Per Lineal Foot
(\$ 51⁸²) Per Lineal Foot

48,088⁹⁶

54" Cast-In-Place Concrete Pipe, Class "C"
591 Lineal Feet

forty - Six Dollars
& Ten Cents Per Lineal Foot
(\$ 46¹⁰) Per Lineal Foot

27,245¹⁰

54" Cast-In-Place Concrete Pipe, Class "D"
283 Lineal Feet

fifty - Eight Dollars
& Eighty Cents Per Lineal Foot
(\$ 58⁸⁰) Per Lineal Foot

16,640⁴⁰

60" Cast-In-Place Concrete Pipe, Class ("D")
992 Lineal Feet

~~Seventy - four~~ fourty Dollars
& No twenty five Cents Per Lineal Foot
(\$ 74⁰⁰ 68²⁵) Per Lineal Foot

73408⁰⁰
~~67704⁰⁰~~

DM

Item

60" Cast-In-Place Concrete Pipe, Class "C", 867
Lineal Feet

fifty - four Dollars
& Eighteen Cents Per Lineal Foot
(\$ 54¹⁸) Per Lineal Foot

46,974⁰⁶

⓪ Standard Load Test, 2 Each

five Hundred twenty - five Dollars
& NO Cents Each
(\$ 525⁰⁰) Each

1050⁰⁰

TOTAL - SCHEDULE B - ALTERNATE B

582,295⁰⁹

CONTRACT FOR CONSTRUCTION

THIS AGREEMENT, made this 11 day of July, 1978, by and between Wildish Corvallis Construction Co, hereinafter called "Contractor" and the City of Lebanon, hereinafter called "Owner";

The Contractor, for the consideration hereinafter named, does hereby agree to furnish the material and implements and perform the labor necessary for the improvement *of sewer line, storm drain line and street improvement on Walker Road and 10TH Street L.I.D.*

and doing such other work as is necessary to make an appropriate and complete improvement.

All of said work shall be done according to the terms, conditions, and requirements of the Contract Documents, Advertisement for Bids, signed Contractor's Proposal, dated June 28, 1978, Information for Bidders, General Conditions, Special Specifications, and Plans for said improvement, which Contract Documents by this reference are made a part of this agreement.

Said improvement shall be completed by the date specified in said Contract Documents and if not so completed, unless said time for completion is extended, as provided in the Contract Documents, or if extended, if the same is not completed within the time extended, the City will suffer liquidated damages as specified in the Contract Documents, which liquidated damages shall be retained out of any monies due or to become due under this agreement.

Payment shall be made as provided in the Contract Documents. It is understood and agreed that the Contractor will look for payment only to the fund to be assessed upon the property liable to pay for such improvement and collected and paid into the City Treasury of said City for that purpose, and that it will not require the City, by any legal process or otherwise, to pay for such improvement out of any other fund, except as provided by the Charter of said City, unless the City fails, neglects or refuses to place a valid lien upon the property affected.

NOW, THEREFORE, in consideration of the faithful performance of the covenants and agreements hereinbefore made by the Contractor, the City hereby covenants and agrees to pay the Contractor as in said Contract Documents provided.

IN WITNESS WHEREOF, the respective parties hereto have each caused these presents to be executed in duplicate the day and year first written above.

CITY OF LEBANON, OREGON

BY W. J. Spires
Mayor

Attest Edward R. Jue
Recorder

CONTRACTOR Wildish Corvallis Construction Co.

By James A. Wildish

Title V.P.

Approved as to form:

J. H. Baird
City Attorney

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we WILDISH CORVALLIS

CONSTRUCTION CO.

as Principal, and UNITED PACIFIC INSURANCE COMPANY

duly authorized to transact surety business in Oregon, as Surety, are jointly and severally held and bound unto the City of Lebanon, a Municipal Corporation, hereinafter called the Obligee, in the sum of Nine hundred thirty three thousand one hundred seventy eight and 14/100 - - - - - Dollars (\$933,178.14), for the payment of which we jointly and severally bind ourselves, our heirs, successors, administrators and assigns, or our successors and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal herein has made and entered into a certain contract with the Obligee, a copy of which is attached hereto, which contract is by this reference made a part hereof, whereby the said Principal agrees to perform certain work and to furnish certain materials and to assume obligations, all in accordance with the terms, conditions, requirements, plans and specifications set out in said contract; and

WHEREAS, said contract is a Public Contract within the meaning of that term as defined in Oregon Revised Statutes;

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms set forth therein and within the time prescribed therein or as extended as provided therein, and shall indemnify and save harmless the City of Lebanon, Oregon, its officers, employees, and agents, against any direct or indirect damages that are claimed in connection with or arising out of the performance of the said Contract by the said Principal and shall promptly make payment to all subcontractors and to all persons supplying to the Principal or his subcontractors, equipment, supplies, labor, or materials, any and all work provided for in said Contract, and shall promptly pay all contributions or amounts due the State Industrial Accident Fund, State Unemployment Compensation Trust Fund, and Department of Revenue, and shall promptly make payment to any persons, copartnership, association, or corporation furnishing medical, surgical, hospital care or attention incident to sickness or injury to the employees of the Principal; and shall pay all other debts, dues, and demands incurred in the performance of said Contract and shall pay the City of Lebanon such damages as may accrue to the City under

said Contract and shall in all respects perform said Contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

FOR VALUE received, the Surety hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the work to be performed, herein shall in any way affect its obligations herein; and the Surety expressly waives notice of any such change, extension, alteration, or addition.

Nonpayment of the bond premium shall not invalidate the Bond nor obligate the payment thereof by the Obligee.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and name of said Surety is hereto affixed and attested by its duly authorized attorney-in-fact and agent at:

Corvallis, Oregon

this 10th day of July, 1978.

WILDISH CORVALLIS CONSTRUCTION CO.

By: James Z. Wildish
Principal

Witness of Attest:

K. J. Allen

By: Ben Bates
Surety Ben Bates

Countersigned

By: Ben Bates
Resident Agent Bates & Bates, Inc.

THE ATTORNEY-IN-FACT (Resident Agent), who executes this bond in behalf of the Surety Company, must attach a copy of his power-of-attorney as evidence of his authority.

GENERAL CONDITIONS

A. Definitions.

A-1. Contract Documents. The "Contract Documents" consist of the Advertisement for Bids, the Contractor's Proposal, the Contract for Construction, the Performance Bond, the Information for Bidders, the General Conditions, the Special Specifications and the Plans, including all modifications thereof incorporated into the Documents before their execution. These form the Contract.

A-2. Owner. Wherever the word "Owner" occurs in the Contract Documents, the word shall signify the City of Lebanon, Linn County, Oregon, acting through its duly authorized officers.

A-3. Contractors. Wherever the word "Contractor" occurs in these Contract Documents, the word shall signify the party or parties contracting with the Owner to perform the work as outlined and contemplated in the Contract Documents.

A-4. Engineer. Wherever the word "Engineer" occurs in these Contract Documents, the word shall signify the Engineer duly authorized by the Owner.

A-5. Written Notice. Wherever the term "Written Notice" occurs in these Contract Documents, the term shall signify a written communication delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or, if delivered or sent by registered mail, to the last business address known to him who gives the notice.

A-6. Work. Where the word "Work" occurs in these Contract Documents, the word shall signify all material, labor, tools and all appliances, machinery, and appurtenances necessary to perform and complete everything specified in the Contract Documents or shown on the Plans and such additional items of labor, material, and equipment, not specifically indicated or described which can be reasonably inferred as belonging to the item described or indicated and as required by good practice to provide a complete and satisfactory system or structure.

A-7. Bidder. Wherever the word "Bidder" occurs in these Contract Documents, the word shall signify any persons, firm, partnership, or corporation submitting construction proposals on this project.

B. Contract Documents

B-1. Intent of Contract Documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intent of the Documents is to require that the Contractor shall furnish all labor and materials (except specific items to be furnished by the Owner or by others when specifically set forth in the Contract Documents), equipment, machinery, and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical and trade meaning shall be held to refer to such recognized standards.

B-2. Inconsistencies and Omissions. Where inconsistencies exist between the Special Specifications and any other part of these Documents, the Special Specifications shall govern.

Any discrepancies, omissions or errors found in the Contract Documents or differences between the site conditions and those indicated in the Contract Documents shall be reported to the Engineer immediately. The Engineer will correct, in writing, such omissions or errors, within a reasonable time.

B-3. Alterations. The Owner, without invalidating the Contract may order extra work or make changes by altering, adding to, or deducting from the work. All such work shall be executed under the conditions of the original Contract, except that claim for extension of time and payment for extra work caused thereby shall be adjusted at the time of ordering such change. If work is deleted by change orders, the amount of the Contract shall be adjusted at the time of ordering such change.

In giving instructions, the Engineer may order minor changes in the work not involving extra cost and not inconsistent with the purposes of the structure; but otherwise, except in emergency endangering life or property, extra work or deductions from the work shall be performed only in pursuance of a written order from the Owner, signed or countersigned by the Engineer, or a written order from the Engineer stating that the Owner has authorized the deduction, extra work, or change; and no claim for additional payment shall be valid unless so ordered.

If the work is reduced by alterations, such action shall not constitute a claim for damages based on loss of anticipated profits.

B-4. Verification of Data. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work; the conformation of the ground; the character, quality, and quantity of the materials to be encountered; the character of equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the Owner, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

B-5. Copies to be Kept on the Work. The Contractor shall keep one copy of the Contract Documents on the work, in good order, available to the Engineer and to his representatives.

B-6. Copies to be Furnished. The Engineer will furnish to the Contractor, on request and free of charge, two (2) copies of the Contract Documents and two (2) sets of full-scale Plans. Additional copies of Contract Documents or Plans may be obtained on request by paying the actual cost of reproducing the Contract Documents or Plans.

B-7. Ownership of Drawings. All Plans, Drawings, Specifications, and copies thereof furnished by the Engineer are his property. They are not to be used on other work and, with the exception of the signed Contract set, are to be returned to him on request, at the completion of the work.

C. The Engineer.

C-1. Authority of the Engineer. The Engineer shall be the Owner's representative during the construction and he shall observe the work in progress on behalf of the Owner. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and material which do not conform to the Contract. To prevent disputes and litigation, the Engineer, will, within a reasonable time after their presentation to him, make decisions, in writing, on all claims of the Owner or Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents. The Engineer's estimates and decisions shall be the condition precedent to the right of the Contractor to any action on the Contract and to any right to receive additional money under the Contract. The Engineer shall not have the authority to order changes in the work or extra work, except as provided in Article B-3 of these General Conditions.

C-2. Engineer's Representatives. Assistants may be assigned to various portions of the work by the Engineer. It is understood that such assistants shall have the power, in the absence of the Engineer, to issue instructions and make decisions within the limitations of the authority of the Engineer. The authority of such assistants shall, however, be limited to the particular portion or phase of the work to which they are assigned and by the particular duties assigned to them.

C-3. Inspection. The Engineer and his assistants, if any, will observe the work to the extent necessary in the Engineer's judgement to determine that the provisions of the Contract Documents are being properly fulfilled. All material furnished and work performed under these Contract Documents will be subject to rigid inspection. The inspection of the work done shall not relieve the Contractor of his obligations to furnish materials and perform acceptable work in conformance with these Contract Documents.

C-4. Rejected Material. Any material condemned or rejected by the Engineer or his authorized inspector because of nonconformity with the Contract Documents shall be removed at once from the vicinity of the work by the Contractor at his own expense, and the same shall not be used on the work.

C-5. Unnoticed Defects. Any defective work or material that may be discovered by the Engineer before the final acceptance of work, or before final payment has been made, or during the guarantee period, shall be removed and replaced by work and materials which shall conform to the provisions of the Contract Documents. Failure on the

part of the Engineer to condemn or reject bad or inferior work or materials shall not be construed to imply acceptance of such work or materials.

C-6. Right to Retain Imperfect Work. If any part or portion of the work done or material furnished under this Contract shall prove defective and not in accordance with the Plans and Specifications, and if the imperfection in the same shall not be of sufficient magnitude or importance as to make the work dangerous or undesirable, or if the removal of such work will create conditions which are dangerous or undesirable, the Owner shall have the right and authority to retain such work, but may make such deductions in the final payment therefor as may be just and reasonable.

C-7. Lines and Grades. Lines and grades shall be furnished by the Engineer, as provided in the Special Provisions. ~~Unless otherwise specified, the Contractor shall provide stakes and such ordinary labor as may reasonably be required by the Engineer to assist him in such work.~~ Whenever necessary, work shall be suspended to permit accomplishment of this work, but such suspension will be as brief as practicable and the Contractor shall be allowed no extra compensation therefor. The Contractor shall give the Engineer ample notice of the time and place where lines and grades will be needed. All stakes, marks, etc., shall be carefully preserved by the Contractor, and in cases of their careless or unnecessary destruction or removal by him or his employees, such stakes, marks, etc., shall be replaced by the Engineer at the Contractor's expense. The Contractor shall be responsible for the transfer to the structure of the lines and grades as set by the Engineer.

D. The Contractor and His Employees

D-1. Subcontracting. The Contractor shall, within ten (10) calendar days after the execution of the Contract notify the Engineer, in writing, of the names of the subcontractors that he proposes to use.

The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner.

D-2. Performance Bond. The Contractor shall furnish a surety bond in the form bound herewith in an amount at least equal to the total amount of the Proposal. Said bond shall be issued by a surety company authorized to issue such bonds in Oregon and must, in all respects, be satisfactory and acceptable to the Owner.

D-3. Insurance. The Contractor shall not commence work under this Contract until he has furnished the Owner with satisfactory proof of the insurance specified herein.

a. Workmen's Compensation Insurance. The Contractor shall maintain, during the life of this Contract, Workmen's Compensation Insurance, or equivalent, for all his employees employed on this work, and he shall require any subcontractors to provide similar insurance for all said subcontractors' employees unless said subcontractors' employees are covered by the insurance maintained by the Contractor.

b. Public Liability and Property Damage Insurance. The Contractor shall maintain Public Liability Insurance against death or injury to persons, or damage to property, during the life of this Contract; said insurance in such form as will protect Contractor and Owner from all claims as above provided, in the follow amounts:

- (1) Public Liability Insurance not less than \$100,000 for injuries to any one person, including accidental death, and not less than \$200,000 for any one accident.
- (2) Property Damage Insurance not less than \$50,000.

The Contractor's Public Liability and Property Damage Insurance shall provide the primary coverage on all claims arising out of the performance of the Contract.

D-4. Permits and Licenses. The Contractor shall keep himself fully informed of all local ordinances, State and Federal laws in any manner affecting the work herein specified. He shall at all times comply with said ordinances, laws and regulations, and protect and indemnify the Owner and its officers and agents against any claim or liability arising from or based on the violation of any such laws, ordinances, or regulations. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses, and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

D-5. Superintendence. The Contractor shall keep on the work, during its progress, a competent superintendent and necessary assistants. The Contractor shall give efficient supervision to the work, using his best skill and attention. The superintendent shall not be changed, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ.

D-6. Reception of Engineer's Directions. The superintendent, or other duly authorized representative of the Contractor, shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Other

directions will be so confirmed on written request in each case.

D-7. Facilities and Sanitation. The necessary sanitary conveniences, properly secluded from public observation, shall be erected and maintained by the Contractor at all times while men are employed on the work, and the use of such sanitary conveniences shall be strictly enforced. The type and location of such conveniences shall be approved by the Engineer. The Contractor shall provide first-aid equipment and other facilities as are or may be required by the laws of the State, County and City.

D-8. Employees. The Contractor shall employ only competent skillful men to do the work; and whenever any person shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, such person shall be removed from the work immediately upon written notification from the Engineer and shall not be employed on the work again, except by consent of the Engineer. The Contractor shall at all times enforce strict discipline and good order among his employees. The Contractor shall comply with all applicable labor rules, wage scales, and regulations, including nondiscriminatory laws, of the U.S. Government, State of Oregon, County and City.

D-9. Requirements of Oregon Law for Public Contracts

a. Payment of Liens, Withholding Taxes, Contributions to Industrial Accident Fund, Labor and Materials. The Contractor shall make payment promptly as due to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for herein, and shall pay all contributions or amounts due the State Industrial Accident Fund from the Contractor or subcontractors incurred in the performance of this Contract. The Contractor shall permit no lien or claim to be filed or prosecuted against the Owner on account of any labor or material furnished, and shall pay to the State Tax Commission all sums withheld from employees pursuant to ORS 316.711 and ORS 316.714, as amended.

b. Payment of Claims by the Owner. In the event the Contractor shall fail, neglect, or refuse to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, whether said services and labor he performed for the Contractor or a subcontractor, then, in such event, the proper officer or officers representing the Owner may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due and to become due to the Contractor by reason of his Contract in accordance with the provisions of ORS 279.314. The payment of a claim in the manner authorized herein shall not relieve the Contractor or his Surety from his or its obligation with respect to any unpaid claims.

c. Working Hours. No person shall be employed more than 8 hours in any one day or 40 hours in any one week, except in cases of necessity, emergencies, or where the public policy absolutely requires it; in such cases, the laborer shall be paid at lease time and one-half pay for all overtime in excess of 8 hours a day and for work performed on Saturdays and on legal holidays.

d. Forfeiture of Contract. This Contract may be cancelled at the election of the Owner for any willful failure or refusal to faithfully perform the Contract according to its terms as herein provided.

e. Payment of Medical Care and Attention to Employees. The Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical, surgical and hospital care, or other needed care and attention incident to sickness or injury to employees of such Contractor, of all sums which the Contractor agrees to pay for such services, and all monies and sums which the Contractor;

(1) May or shall have deducted from the wages of his employees for such services pursuant to the terms of ORS 655.101, or ORS 655.160, and any contract entered into pursuant thereto; or

(2) Collected or deducted from wages of his employees pursuant to any law, contract, or agreement for the purpose of providing or paying for such service.

f. Payment of Prevailing Wage Rates for Public Works in Oregon. On all contracts for the construction, reconstruction, maintenance, or repair of any public work in the State of Oregon, except Federal aided projects which require a Wage Determination from the Secretary of Labor, all persons doing or contracting to do the whole or any of the work contemplated by the Contract shall comply with all Federal and State laws in employment and payment of labor.

All provisions of Chapter 627, Oregon Laws, 1959, shall be complied with in submitting bids. When the Contract is awarded to the successful Bidder, such Bidder shall comply with all provisions of Chapter 627, Oregon Laws, 1959, not only in regard to the payment of prevailing wage rates, but also in the matter of the necessary certificates and affidavits required to accompany each request for payment. No payment, progress or otherwise, will be paid unless accompanied by the necessary certificates and affidavits pertaining to prevailing wages as covered by Chapter 627, Oregon Laws, 1959.

D-10. Safety Precautions. The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. The contractor shall, without further order, provide and maintain at all times during the progress or temporary suspension of the work, suitable barricades, fences,

signs, signal lights, and flagmen as are necessary or required to insure the safety of the public and those engaged in the work. The work is to be so conducted that no liability will accrue under the Employer's Liability Act of the State of Oregon.

D-11. Protection of Property. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property and the property of others from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and in the Contract Documents.

In an emergency affecting the safety of life or of the work or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury; and he shall so act, without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or arbitration.

D-12. Materials and Appliances. Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power transportation, and other facilities necessary for the execution and completion of the work.

Unless otherwise specified, all materials shall be new, and both workmanship and material shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall furnish, without extra charge, the necessary test pieces and samples, including facilities and labor for obtaining the same as requested by the Engineer. When required, the Contractor shall furnish certificates of tests of materials and equipment made at the point of manufacture by a recognized testing laboratory.

D-13. Access for Inspection. The Engineer and his representatives and authorized representatives of State and Federal agencies shall at all times have access to the work wherever it is in preparation or progress, and the Contractor shall provide facilities for such access and for inspection, including maintenance of temporary and permanent access routes.

If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection. If the inspection is by authority other than the Engineer's, the Engineer shall be given timely notice of the date fixed for such inspection. Inspections by the Engineer will be promptly made, and where practicable at the source of supply.

If any work should be covered up without approval or consent of the Engineer, it shall, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and if so ordered, the work shall be uncovered by the Contractor. If such work is not in accordance with the Contract Documents, the Contractor shall correct the defective work at no additional cost to the Owner.

D-15. Indemnity. The Contractor shall indemnify and save harmless the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of every nature and description made, brought, or recovered against the Owner by reason of any act or omission of the Contractor, his agents or employees, in the execution of the work or in guarding the same.

D-16. Taxes and Charges. The Contractor agrees to withhold and pay any and all withholding taxes, whether State or Federal, and to pay all Social Security charges and also all contributions or amounts due to the State Unemployment Compensation Trust Fund, and to pay or cause to be withheld, as the case may be, any and all taxes, charges, or fees or sums whatsoever which are now or may hereafter be required to be paid or withheld under any laws.

D-17. Unforeseen Difficulties. The Contractor shall protect his work and materials from damage due to the nature of the work, the elements, carelessness of other contractors, or from any cause whatever until the completion and acceptance of the work. All loss or damages arising out of the nature of the work to be done under these Contract Documents, or from any unseen obstruction or defects which may be encountered in the prosecution of the work, or from the action of the elements, shall be sustained by the Contractor.

D-18. Contractor's Right to Stop Work or Terminate Contract. If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate for payment within fifteen (15) days after it is due; or if the Owner should fail to pay the Contractor within thirty (30) days after the time specified in Article F-2 of these General Conditions any sum certified by the Engineer, then the Contractor may, upon fifteen (15) days written notice to the Owner and the Engineer, stop work or terminate this Contract and recover from the Owner payment for all work executed and any loss sustained upon any plant or material and reasonable profit and damages, unless said default has been remedied within said time.

D-19. Guarantee and Correction of Defective Work. All work, including the design of mechanical and electrical components of equipment and/or design of packaged control systems which are furnished as a component of equipment, shall be guaranteed for a period of one (1) year against defects in materials and workmanship. The Contractor hereby agrees to make, at his own expense, any repairs

or replacements necessitated by defects in materials or workmanship supplied by him that become evident within one (1) year after the date of the written notice from the Engineer recommending final acceptance of the entire project, or entire schedule, by the Owner. The Contractor also agrees to make, at his own expense, repairs or replacements of any materials, systems or equipment in which the appearance of defects might cause future failures notwithstanding that the appearance of such defects, at the time of discovery, have no effect on the operation of the equipment, systems, or materials. The Contractor also agrees to hold the Owner harmless from claims of any kind arising from damage due to said defects. The Contractor shall make all repairs and replacements promptly upon receipt of written orders for same from the Owner. If the Contractor fails to make the repairs and replacements promptly, the Owner may do the work, and the Contractor and his surety shall be liable for the cost thereof.

The Contractor shall extend to the Owner, or cause to be extended to the Owner, all equipment, systems and materials guarantees provided by manufacturers or suppliers that exceed the above one (1) year guarantee period.

D-20. Release of Liens. Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall submit to the Owner a signed affidavit, satisfactory to the Owner, stating that so far as he (the Contractor) has knowledge or information, all accounts for materials, labor, and incidentals in connection with the work have been paid in full. The form of affidavit shall be satisfactory to the Owner.

If the lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

E. Progress of the Work

E-1. Beginning of the Work. Before work shall be started and materials ordered, the Contractor shall meet and consult with the Engineer relative to materials, equipment, and all arrangements for prosecuting the work. The Contractor shall commence the work contemplated under these Contract Documents within ten (10) calendar days after the date of execution of the Contract unless otherwise notified by the Owner and shall complete the work within the time specified, in his Proposal, it being expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are of the essence in this Contract.

E-2. Prosecution of the Work. The work shall be prosecuted at such time and in or on such part or parts of the project as may be required, to complete the project as contemplated in the Contract Documents and the approved construction schedule. It is expressly understood and mutually agreed between all parties to the Contract that the Engineer shall not determine or be responsible for construction methods.

The Contractor shall perform the work and take such precautions as he may deem necessary to complete the project so all work will be in conformance with the Contract Documents within the Contract time.

If the Contractor desires to carry on work at night or outside the regular hours, he may submit application to the Engineer; but he shall allow ample time to enable satisfactory arrangements to be made for inspecting the work in progress. If granted permission, he shall light the different parts of the work in a manner satisfactory to the Engineer and shall comply with all regulations of the City and State or other public body having jurisdiction.

E-3. Schedules and Progress Reports. If so directed, prior to starting construction, the Contractor shall furnish the Engineer schedules of expected progress of work under the Contract, showing approximately the dates on which each part or division of the work is expected to be begun and finished. The progress schedules shall be submitted regularly and shall cover a time period satisfactory to the Engineer. The Contractor shall also forward to the Engineer, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the work under the Contract in the shops and in the field, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any.

E-4. Assignment. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other; nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Owner.

E-5. Owner's Right to do Work. If the Contractor should, in the opinion of the Engineer, neglect to prosecute the work properly or should neglect or refuse at his own cost to take up and replace work as shall have been rejected by the Engineer, then the Owner shall notify the Surety Company of the condition and after ten (10) days written notice to the Contractor and the Surety Company, or without notice if an emergency or danger to the work or public exists, and without prejudice to any other right which the Owner may have under this Contract, take over that portion of the work which has been improperly executed and make good the deficiencies and deduct the cost thereof from the payments then or thereafter due the Contractor.

E-6. Owner's Right to Terminate Contract. If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of his creditors; or if a receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workment or proper materials; or if he should fail to make prompt payment to subcontractors or for material or labor; or persistently disregard laws, ordinances, or the instructions of the Engineer; or otherwise be guilty of a substantial violation of any provision of the Contract or any laws or ordinance, then the Owner, upon the certification of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and Surety seven (7) days written notice, transfer the employment for said work from the Contractor to the Surety. Upon receipt of such notice, such Surety shall enter upon the premises and take possession of all materials, tools, and appliances thereon for the purpose of completing the work included under this Contract and employ, by contract or otherwise, any person or persons to finish the work and provide the materials therefore without termination of the continuing full force and effect of this Contract. In case of such transfer of employment to such Surety, the Surety shall be paid in its own name on estimates according to the terms hereof without any right of the Contractor to make any claim for the same or any part thereof. In lieu of the foregoing, if the Owner so elects, he may terminate the employment fo the Contractor and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of completing the Contract, including compensation for additional managerial and administrative serives, shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default shall be certified by the Engineer.

E-7. Delays and Extensions of Time. If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Engineer, or of any employee or either; or by any separate contractor employed by the Owner; or by changes ordered in the work; or by strikes, lockouts, fire, unusual delay in transportation unavoidable casualties or any causes beyond the Contractor's control which justifies the delay; or by delay authorized in writing by the Engineer, then the date for completion of the work shall be extended. Within a reasonable period after the Contractor submits to the Engineer a written request for an extension of time; and, if so, the number of days extension due the Contractor. The Owner will make the final decision on all requests for extension of time.

No such extension shall be made for delay occurring more than seven (7) days before claim therefor is made in writing to the Engineer. In

the case of a continuing cause of delay, only one claim is necessary.

This section does not exclude the recovery of damages for delay by either party under other provisions in these Contract Documents.

E-8. Liquidated Damages. Should the Contractor fail to complete the work, or any part thereof, in the time agreed upon in the Contract or within such extra time as may have been allowed for delays by extensions granted as provided in the Contract, and the Contractor shall reimburse the Owner for the additional expense and damage for every day, Sundays and holidays excluded, that the Contract remains uncompleted after the date of completion given in the Contract. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the work is the per diem rate stipulated in the Contract. The said amounts are hereby agreed upon as liquidated damages for the loss to the Owner on account of expense due to the employment of engineers, inspectors, and other employees after the expiration of the time for completion, and an account of the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the Contractor; and the Owner is authorized to deduct the amount of such damages from any monies due the Contractor for work performed or material furnished under this Contract; and the Contractor and his sureties shall be liable for any excess.

E-13. Cleaning Up. Cleaning up shall be a continuing process from the start of the work to final acceptance of the project. The Contractor shall, at all times, at his own expense, and without further order by the Engineer, keep property on which work is in progress free from accumulations of waste material and rubbish caused by employees or by the work, and at all times during the construction period shall maintain structure sites, rights-of-way, adjacent property, and the surfaces of streets, and roads on which work is being done in a safe condition for the Contractor's workers and the public. Accumulations of waste materials that might constitute a fire hazard will not be permitted. Spillage from the Contractor's hauling vehicles on travelled public or private roads shall be promptly cleaned up. Upon completion of the construction, the Contractor shall, at his own expense, remove all temporary structure, rubbish, and waste materials resulting from his operations.

E-14. Workmanship. Unless otherwise specified, all equipment, material and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended. Reference to any equipment, material, article of patented process by trade name, make or catalog number shall be regarded as establishing a standard of quality and shall be construed as limiting competition.

All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor shall be expected to coordinate all phases so that the various aspects of the work come together with the least amount of conflict or disruption of existing services

to provide the proposed improvement complete and in full working order.

F. Payment.

F-1. Basis of Payment. In consideration of the faithful performance of all covenants, stipulations, and agreements in this Contract to be kept and performed by the Contractor, the Owner covenants and agrees to pay the Contractor the amount bid as adjusted when so stipulated in the Contractor's Proposal, on the basis of unit prices named in the Contractor's Proposal for the work actually performed as determined by the final estimate of the Engineer, together with any amounts due for extra work not classified under the items listed in the Contractor's Proposal as provided in Article F-3 of these General Conditions; less any deduction for failure to complete the work within the time specified; less any deductions for claims and damages paid by the Owner due to acts or omissions of the Contractor and for which he is liable under this Contract.

F-2. Partial Payment. So long as the work herein contracted for is prosecuted in accordance with the provisions of this Contract, the Engineer will, on the last two (2) days of each calendar month, make an approximate estimate of the proportionate value of the work done and of the material furnished or delivered upon the Owner's property at the site of the work up to that date. If the Contract price is determined on a unit price basis, this progress payment will be made on the basis of these unit prices. If the Contract price is determined on a lump sum basis, this payment will be made on the basis of an estimated cost schedule, covering the entire job, which shall be prepared by the Contractor and approved by the Engineer before the start of the work. The amount of said estimate, after deducting five per cent (5%) and all previous payments, shall be due and payable to the Contractor after the first Council Meeting of every month for work completed the previous month. The five per cent (5%) deducted, as above set forth, shall be withheld by the Owner to insure faithful completion of the work under the terms of the Contract Documents and to provide a fund for the payment of any claims which may accrue against the Owner because of some act or omission on the part of the Contractor.

Nothing contained in this article shall be construed to affect the right, hereby reserved, to reject the whole or any part of the aforesaid work, should such work be later found not to comply with any of the provisions of the Contract Documents. All estimated quantities of work for which progress payments have been made are subject to review and correction on the final estimate. Payment by the Owner and acceptance by the Contractor of progress payments based on periodic estimates of quantities of work performed shall not, in any way, constitute acceptance of the estimated quantities used as the basis for computing the amounts of the progress payments.

Furthermore, no payment will be made to the Contractor until he files with the Owner the signed Wage Certification Form certifying that he has paid not less than the prevailing rate of wages as required by Chapter 627, Oregon Laws, 1959.

F-3. Extra Work. Any work necessary or required to carry out the intent of these Contract Documents by changes clearly not indicated in the Contract Documents or which cannot be reasonably implied from the intent and meaning of the Contract Documents shall be paid for at the unit price agreed to in the Contract Documents. If this extra work cannot be classified under any of the items for which unit prices are listed in the Contractor's Proposal, it shall be paid for as extra work at the rate agreed to in writing between the Contractor and the Owner prior to the time for commencing such extra work.

If a basis for payment of extra work cannot be agreed upon by the Contractor and the Owner prior to beginning such extra work, then such work shall be performed by the Contractor on the basis of furnishing labor and material at cost and labor rates (wages) in effect at the time the work is accomplished. A labor burden of twenty percent (20%) of the total wages paid shall be allowed to cover Workmen's Compensation, Unemployment Insurance, Public Liability or miscellaneous costs on work performed directly by the Contractor. An additional allowance of fifteen percent (15%) shall be allowed to cover profit, superintendence, and general expense shall be ten percent (10%) of the subcontractor's bill for such work performed. A breakdown of the Contractor's costs involved in any approved extra work shall be submitted to the Engineer within thirty (30) days after said work has been performed.

No payment will be made for extra work billed and submitted to the Engineer after the thirty (30) day period has expired.

No extra work shall be performed by the Contractor except in an emergency endangering life or property unless in pursuance of a written order as provided in Article B-3 of these General Conditions.

F-4. Final Payment. Upon completion of the work, the Contractor shall notify the Engineer in writing that he has completed his part of the Contract and shall request final payment. When the work has been completed in accordance with the plans and specifications as determined by the Engineer, he shall submit a certificate of acceptance of the completed work, together with a final estimate of the amount due the Contractor under this Contract, less any amount to be withheld by the Owner to insure guarantees as may be provided in the Special Provisions. Upon approval of this final estimate by the Owner and, when applicable, the receipt by the Owner of the signed affidavit or release required under Article D-20 of these General Conditions, the Owner shall pay to the Contractor all monies remaining due him under the provisions of these Contract Documents.

Furthermore, final payment will not be made to the Contractor until he files with the Owner the signed Wage Certification Form certifying that he has paid not less than the prevailing rate of wages as required by Chapter 627, Oregon Laws, 1959.

G. Special Provisions

G-1. Temporary Water. The Contractor shall make his own arrangements for obtaining water under pressure for the construction and pay all costs. Temporary facilities shall be removed at the completion of the work.

G-2. Temporary Electric Power. The Contractor shall make his own arrangements for obtaining temporary electric power during the construction period. He shall pay all costs for the same and remove all temporary wiring and facilities at the completion of the job.

G-3. Temporary Sanitary Facilities. The Contractor shall make his own arrangements for providing portable sanitary facilities during the construction period. He shall pay all costs associated with providing said facilities.

G-4. Safety Precautions. The Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable provisions of Federal, State and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warning against any hazards created by any feature of the project. All work is to be so conducted that no liability will accrue under the Employer's Liability Act of the State of Oregon.

G-5. Use of the Premises. The Contractor shall confine his operation to within the actual construction area(s) shown on the Plans, unless permission to use private property outside these limits has been obtained by the Contractor from the property owners concerned. Damage to private property shall be the responsibility of the Contractor.

SPECIAL SPECIFICATIONS
FOR
10th STREET & WALKER RD. L.I.D.

100 Scope of Project - Schedule A & B

The attached plans show the location and nature of the work to be performed. The order of work will be at the Contractor's option.

The Contractor shall take all reasonable precautions to protect existing structures and utilities either above or below ground. Existing underground pipe lines and utilities, where known, are shown on the plans. The Contractor shall request the various utility companies to stake the location of their installations in the area of work to be done. Damage to any structure either shown on the plans or staked in the field shall be repaired at the Contractor's expense. Should the Contractor be authorized to make repairs when not responsible for damage, the cost of such repairs shall be paid for as an extra. ✓

The Owner reserves the right to make minor changes, should unforeseen conditions require such changes. Where work is on the unit price basis, the actual quantities occasioned by such changes will govern the Contractor's compensation, except as hereinbefore specified in connection with "reasonable limits".

All work performed on this project shall be done by qualified personnel with all governing codes and regulations adhered to.

Dimensions shown on the plans for existing work are nominal, not precise. The Contractor is responsible to ascertain and/or confirm all dimensions pertinent to his work.

The Contractor shall take reasonable precautions to protect established property pins. The Contractor shall be given a warning notice in writing by the Engineer when care is not being exercised. After notice has been given deductions in the amount of \$100 per iron pin destroyed can be made if reasonable precautions are not implemented.

The engineer will set grade stakes for the construction of the improvements, wherever necessary. Location of storm drains, sewer lines, and curb lines will be established by means of offset stakes set at a minimum interval of twenty-five (25) feet. In all cases, it shall be the Contractor's responsibility to lay out the work from the offset stakes given and to transfer elevations from the offset stakes. All work shall meet the City of Lebanon Standards. ✓

The Contractor shall give the Engineer a minimum of 48 hours notice for all staking. The Contractor shall give the City of Lebanon a minimum of 24 hours notice before commencement of work. ✓

The Engineer should not be requested to supply construction staking which would not be utilized by the Contractor within six (6) calendar days.

The Contractor for each schedule shall coordinate his activities with the Contractor for the other schedule to keep the construction conflicts to a minimum. If a dispute arises that the Contractor's for Schedule A & B are unable to resolve, the Engineer shall render a decision as to what would be a reasonable solution. Both Contractor's agree that the Engineer's decision is reasonable as it affects their respective operations.

A preconstruction conference shall be held between the Contractor for each schedule, Pacific Power & Light Company, Utility Companies, Consulting Engineer, and the City of Lebanon.

202 Temporary Traffic Control

202-A. Description

This section covers the work necessary to conduct construction operations so as to offer the least possible obstruction and inconvenience to the public, protect pedestrian and vehicular traffic, complete.

202-B. Materials

Flagmen, barricades, signs and traffic control devices shall conform to the Manual on Uniform Traffic Control Devices, published by the U.S. Department of Transportation. Copies may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

202-C. Construction

Provide and maintain such flagmen, signs, barricades, warning lights and guards as are necessary to warn and protect the public at all times on streets affected by work operations.

Patrol the traffic-control area and reset all disturbed signs and traffic-control devices immediately. Remove or cover nonapplicable signs during periods when not needed.

Provide approved access to private properties at all times, except during critical stages of construction when it is impractical to carry on the construction and maintain traffic simultaneously. Any closure of streets shall be approved by the Engineer. Emergency traffic shall be allowed to pass through if at all possible.

Give the Governing Agency and occupants of property fronting a street at least 24 hours notice before more than half the street is closed to vehicular traffic.

202-C-1. Construction and Maintenance of Detours

Construct and maintain temporary detours for the protection of the work and the safe passage of public traffic through the work area.

202-D. Measurement and Payment

When listed in the Proposal as a separate pay item, payment for Temporary Traffic Control will be made on a lump sum basis.

203. Clearing and Grubbing

203-A. Description

This section covers the work necessary to clear, remove and dispose of all debris and vegetation such as roots, shrubs, vines, grass and weeds within the designated limits, and to preserve from injury or defacement such objects and vegetation as are designated to remain in place.

Clearing is defined as the cutting of bush, vines and other vegetative growth at or above the surface of the ground and the removal from the site of all such cut or down vegetation.

Grubbing is defined as the removal of vegetative growth and wood items remaining at or below the ground surface following the clearing operation.

Review with the Engineer the location, limits, and methods to be used prior to commencing the work under this section.

No material is required.

203-B. Construction

Remove all trees and plants within the area of work as shown unless marked by the Engineer to remain.

Remove all organic sod, topsoil, and organic earth within the areas designated.

Topsoil that is free of roots, rocks, and other objectional materials and is determined to be suitable for future use shall be stockpiled as directed.

Materials such as stumps, logs, and large rocks determined to be unsuitable shall be disposed of by the Contractor off the project site.

203-B-1. Protection of Existing Vegetation

Protect all trees, shrubbery, and other vegetation not designated for removal from damage caused by the work. Cut and remove tree branches only where approved.

203-C. Clearing and Grubbing

Clear the area above the natural ground surface of all vegetable growth and objectional materials.

Grubbing shall consist primarily of the elimination of wooden matter occurring below ground surface and of stumps, trunks, canes and stems of timber and vegetative matter occurring above ground surface or remaining as a result of the clearing work; limited as follows:

Within the limits of required excavations, all stumps shall be completely removed. Within the limits of required embankments having heights of less than 4 feet, all stumps shall be removed. No stump or portion thereof shall come within 3 feet of the embankment is to be constructed.

On excavation areas, all roots and embedded wood shall be removed to a depth not less than 4 inches below the subgrade or slope surface to which the excavation is constructed.

203-C-1. Measurement and Payment

Payment for clearing and grubbing will be made on a lump sum basis for all clearing and grubbing within the project limits shown.

300. Earthwork

300-A. General

This section covers the work necessary for excavating and grading the roadway, sidewalk and planting areas, cuts, embankments, slopes, roadway ditches, and driveways required in the construction of the project, including disposal of all surplus material.

300-B. Excavation

Unclassified excavation is defined as all excavation exclusive of grubbing regardless of the type, nature, or condition of the materials encountered. The Contractor shall assume full responsibility to estimate the kind and extent of the various materials to be encountered in order to accomplish the work.

All excavation is unclassified with all excess material disposed of by the Contractor. It is anticipated that all excavation will be disposed of on the site in the areas designated on the plans.

When the material at subgrade is found to be unsuitable by the Engineer, the subgrade will be over excavated and the material disposed of as directed by the Engineer. The over excavated material will be backfilled with compacted quarry-run basaltic rock to bring the over excavated area up to subgrade elevation. Sites for disposal of the unsuitable material will be on the project site.

Excavation of existing pavements, surfacings, curbs, gutter, sanitary sewer or storm drain pipes shall be disposed by the Contractor off the site. The volume of excavation of such materials will be included in the excavation quantities unless otherwise specified and a pay item is included.

300-C. Embankment Construction

Place embankments and fills of all kinds in approximately horizontal layers of a maximum of 8 inches in thickness and compact each layer separately and thoroughly to the density specified.

300-C-1. Compaction and Density Requirements

The density of compacted materials in place will be determined by AASHTO T 191 and the maximum density by AASHTO T 99.

Roadbed cuts and foundations for structures to a depth of 8 inches below established subgrade shall be compacted to a minimum density in place of 95 percent of maximum density.

If the Contractor fails to achieve the required compaction in the same area after two (2) compaction test have been completed, the Owner shall deduct \$60.00 per test for each subsequent test performed in the area where compaction has not been achieved.

Provide dewatering as necessary to achieve optimum moisture conditions.

Perform watering of materials to provide compaction of embankments and backfills and to alleviate dust nuisance as needed.

Backfill holes resulting from grubbing, removal work, and trenches, which lie outside the limits of required excavation or embankment construction with approved roadbed excavation material. Smooth and shape to blend with the surrounding area.

300-C-2. Line and Grade

The excavation and embankment shall be carried to the grades as indicated on the plans and cross section detail shown. The tolerance considered acceptable shall be plus or minus one-tenth (1/10) of a foot.

300-D. Payment

Excavation and Embankment. There will be no payment item for "truck haul". The quantities of excavation and embankment for payment will be computed by cross section measurement as measured in the original position. Payment will be by the cubic yard.

Unsuitable Excavation and Backfill. Payment for the over excavated areas, as directed by the Engineer, will be the actual number of cubic yards of quarry rock used and incorporated into the work. The payment for excavating the unsuitable material will be merged with the payment for the quarry rock backfill. The quarry rock backfill is an extra pay item as listed in the Contractor's Proposal.

Water. Water used in this section shall be considered as incidental and shall be merged with the payment for the excavation and/or embankment, respectively.

400. Base Rock

400-A. Specifications

The base rock shall be 1 inch minus crushed gravel. If the required compacted depth of the base course exceeds four (4) inches, it shall be constructed of two or more layers of approximate equal thickness. The crushed rock shall meet the Standard Specifications of the Oregon State Highway Division, Section 703. The compaction shall be 95 per cent maximum relative density in accordance with AASHO Standard T-99.

The rock depths shall be made up of the following compacted total depths:

<u>Size</u>	<u>Depth</u>
1"-0	8½ inches all streets except Walker Rd.
1"-0	10½ inches Walker Road

400-B. Line and Grade

The grades shall be maintained as indicated on the plans and cross section detail. The tolerance considered acceptable is plus or minus 0.05 of a foot for the 1"-0.

400-C. Mixing and Placing

The crushed gravel or crushed rock shall be placed with equipment designed to spread the gravel uniformly without segregation. Pockets of unevenly graded fine or coarse material will not be acceptable. Water shall be added as required to insure optimum compaction. If adverse weather conditions exist, it shall be the Engineer's decision as to whether placement of crushed rock is to take place. No surfacing material shall be placed on a soft or muddy subgrade. The Owner shall not be liable for damages or claims of any kind by reason of operations suspension by the Engineer.

400-D. Payment

Payment for the base rock shall be paid on the actual number of tons incorporated into the work.

Water used in the processing of the base rock will be classified as incidental to the work for which no payment will be made.

500 Asphaltic Concrete

500-A. Specification

The asphaltic concrete shall be Class B and Class C asphalt mix, conforming to Section 403 of the 1974 Standard Specifications for Highway Construction of the Oregon State Highway Commission.

The grade of asphalt cement used shall be AR-4000 unless the Engineer approves otherwise. The minimum asphalt content shall be 6 percent by weight of the asphalt mix. Certified copies of the plant mix and material test shall be submitted to the Engineer upon request.

A bonding coat shall be applied to all vertical surfaces of manhole rings, catch basins, concrete curbs and where new asphaltic concrete is to be placed in contact with existing asphaltic surfaces, which shall be asphalt emulsion types RS-1 or CRS-1.

The asphalt cements shall conform to the latest revised Specifications for Asphalt Cements and Liquid Asphalts, Specification Series No. 2 (SS-2) as published by the Asphalt Institute.

500-B. Workmanship

Prior to placing the asphaltic concrete pavement, the edge of all contact surfaces such as manholes, catch basins, etc., shall be sprayed or painted with a bonding coat to provide a watertight joint. This work shall be done so the exposed surfaces will not be stained. All existing asphalt surfaces shall be neatly saw cut and a bonding coat applied to the edge as specified herein prior to placing the asphaltic concrete. If more than 24 hours elapses between the base coarse and the wearing surface a uniform bonding coat shall be pressure sprayed on the base coarse. The rate of application shall be .02 to .06 gallons per square yard.

The asphaltic concrete shall be installed in the following compacted depths:

<u>Class of Mix</u>	<u>Thickness</u>
"B"	2" base coarse
"C"	1½" wearing surface

The asphalt plant mix shall be placed on a dry prepared foundation when the air temperature is 35° Fahrenheit or warmer in the shade. If adverse weather conditions exist, it shall be the Engineer's decision as to whether placement of asphaltic concrete shall take place.

The asphaltic concrete shall be transported from the mixing plant to the point of use in dump trucks having clean metal beds. The dump trucks shall be equipped with suitable canvas or burlap covers to keep loss to temperature to a minimum and used when required. No asphalt shall be placed when the temperature of the mix is below 250° Fahrenheit.

The mixture shall be laid in panels of widths of such that the longitudinal joints in any layer or course of pavement shall offset those joints in layers or courses below by not less than 6 inches.

Segregation in the mixture as evidenced by areas of fine and coarse materials, and any portion where segregation occurs shall be corrected with fresh asphaltic concrete either spread and worked into the surface or by complete removal and replacement of the segregated mixture, as directed by the Engineer, at no expense to the Owner.

Boils and slicks occurring in the pavement shall be immediately removed and replaced with suitable materials, at no expense to the Owner.

When the end of a panel of asphaltic concrete is to be temporarily subjected to traffic, the end shall be left on a level of approximately 20:1 (horizontal to vertical), being later cut back to a vertical edge for subsequent asphaltic concrete to abut to.

500-B-1. Pavers

A mechanical self-powered paver shall be provided capable of placing the mix evenly in front of adjustable activated screeds. The screed shall be capable of placing the mix at working temperatures without tearing, shoving or gouging the mix. The screed will be equipped with a controlled heating device for use when required.

500-B-2. Compactors

Rollers shall be self-propelled of the steel wheel or pneumatic tire type as the Contractor so elects.

The compactor speeds shall be slow enough so as not to displace the mixture while rolling and capable of reversing without backlash.

Rolling shall continue until all roll marks are eliminated and a 95 percent minimum relative density in accordance with AASHTO T245 or T 246 has been obtained.

500-C. Line and Grade

The asphaltic concrete shall be laid to a true grade as indicated on the plans and cross section detail. The tolerance considered acceptable is plus or minus .015 of a foot when tested with a 10 foot straight edge. There shall not be more than plus or minus .015 of a foot variation between the asphaltic concrete and the concrete gutter surface.

600 Concrete Curbs and Gutters

600-A. Specification

The concrete supplied shall have a minimum compressive strength of 3000 psi for a 28 day curing period. The concrete shall be cured for at least 72 hours and it shall be kept from contact with stress and strain for a minimum of seven (7) days.

600-B. Workmanship

Curing shall be done by spraying with an acceptable type of pigmented curing compound applied according to manufacturers recommendations. The concrete surface shall be protected from damage and pitting by rain in the curing process.

Contraction joints shall be provided with a maximum measured spacing of 15 feet. The joints shall be formed by grooving, by insertion and removal of plates or other devices. The top width shall not be less than 1/8 inch or more than 1/4 inch, and the depth of the joint shall be at least 1/2 of the cross sectional area severed. Contraction joints shall also be placed at all curb returns, driveway depressions, and weep holes. Weep holes shall be installed as directed. The weep hole shall be formed by inserting a 3 inch PVC coupling flush with the back edge of the curb and a piece of 3 inch PVC pipe installed flush with the face of the curb. Normally there will be two (2) weep holes per lot, except for large lots that can be developed in the future, then a weep hole every 65 feet shall be installed.

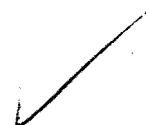
The curbs shall be backfilled up to the sidewalk bench or natural ground as directed by the Engineer. ~~Backfill operations shall occur prior to placing the asphaltic surface. The backfill material shall be native material free from large balls of soil.~~ All surfaces shall be neatly trimmed. The backfill shall be loam material in all areas where building structures are located on property contiguous to the project streets.

All edges of joints shall be trowelled, unfilled grooves shall be clean and neat, and joint filler shall be even and flush with the surface of the concrete. Minor defects shall be repaired with a mortar mix containing one part Portland Cement and two parts sand. Plastering will not be permitted on the faces of exposed surfaces. Honey combed and other structurally defective concrete shall be removed and replaced at the Contractor's expense. While the concrete is still green it shall be rubbed with a suitable device or by applying a thin cement grout or paste to provide a uniform texture and color and then brushed with a fiber hair brush.

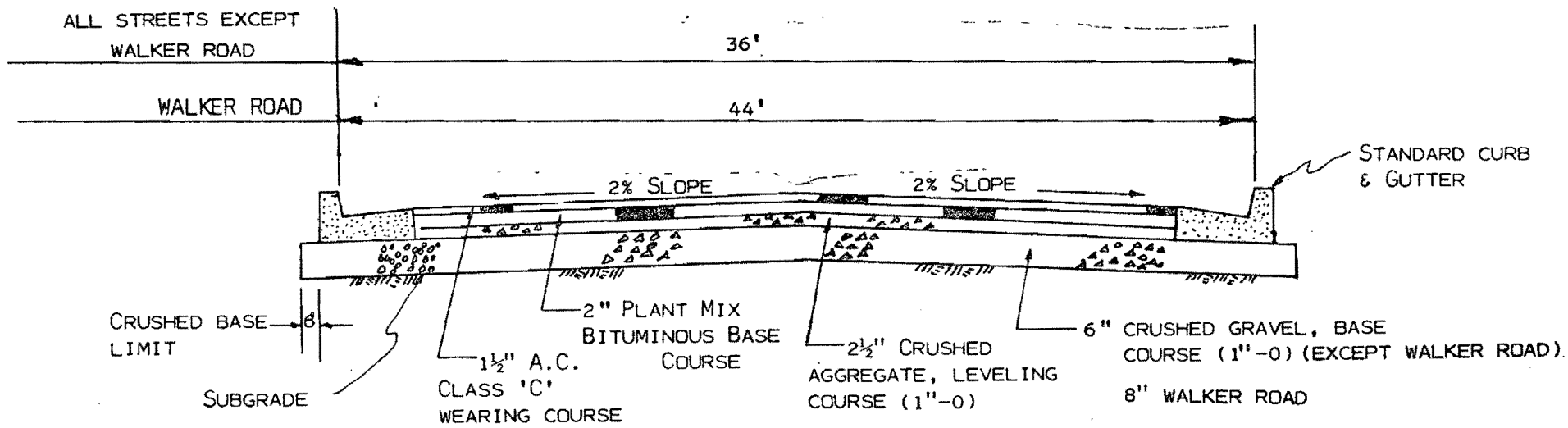
600-C. Grade and Line

Horizontal and vertical alignment shall be such that the finished surface shall not vary more than 0.02 feet from the established grade and line. The surface shall also not vary more than .015 under a 10 foot straight edge.

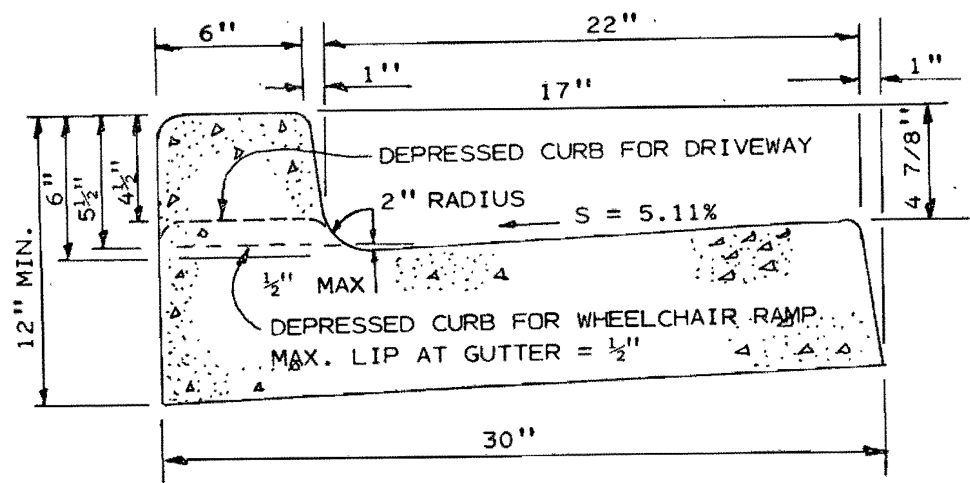
600-D. Payment

Payment for concrete curb and gutter will be per lineal foot measured along the face of the curb. Payment will constitute full payment for furnish and placing concrete. Weep holes are considered incidental and shall be merged with the payment for the curb and gutter. Two weep holes per lot should be allowed by the Contractor. 

Payment for driveway depressions will be paid on a per unit basis installed.

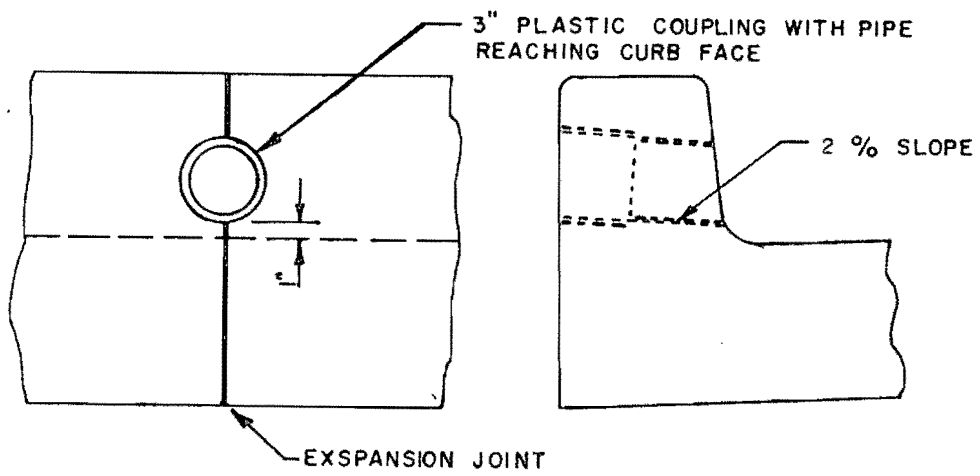


STREET CROSS SECTION
NO SCALE



STANDARD CURB & GUTTER
NO SCALE

WEEP HOLE



700 Trench Excavation and Backfill

700-A. Trench Excavation and Backfill

All trench excavation is unclassified. The trench shall be excavated to the lines and grades as shown on the plans and as staked in the field regardless of the material encountered. Allowance shall be made for a minimum of four (4) inches of granular material to be placed below the outside of the precast gravity sewer and precast storm drain pipe. Provision shall be made for dewatering the trench wherever required without damage to the adjacent property. Water shall be kept out of the trench and pipe until the backfill pipe zone is completed. Where trenches cross lawns, garden areas, and areas where top soil needs to be maintained remove the top soil to a depth of twelve (12) inches for the full width of the trench to be excavated. Stockpile the top soil to one side of the right-of-way such that mixing with the remaining excavated material will not occur. Replace top soil after backfilling the trench. Areas that require top soil replacement shall be indicated on the plans.

All bituminous pavement, concrete pavement, curbs and walks shall be saw cut. The pavement or concrete shall be disposed of by the Contractor off the site, unless otherwise approved by the Engineer.

700-A-1. Foundation Stabilization

When material at the bottom of the trench is found to be unsuitable by the Engineer, the trench shall be overexcavated to the line and grade established by the Engineer and shall be backfilled with an approved granular backfill.

700-A-2. Rigid Conduits

Bedding and backfill for rigid conduits shall be installed and constructed in conformance with the standard detail for rigid conduits. All rigid conduit shall extend a minimum of 3'-0 beyond the curb line.

Schedule 40 PVC (Gray) conduit will be supplied by the **Utility companies**.

700-A-3. Pipe Zone

The pipe zone shall be considered as extending from four (4) inches below the precast sewer and storm drain pipe to four (4) inches above the sewer and storm drain pipe. The material shall be 3/4" pea rock or 3/8" turkey grit. The pipe zone material shall be increased to six (6) inches below and above the sewer or storm drain pipe for pipe diameters 24 inches and larger. 3/4" pea rock shall be used for precast tongue and groove storm drain pipe.

700-A-4. Type of Backfill

Trench excavation and backfill will be divided into the following classifications for the purpose of payment.

Class C Backfill. Class C backfill will generally be limited to locations where trenches are located outside of street right-of-way areas where prevention of subsequent trench settlement is not considered critical. Backfill above the pipe zone shall be native material, the material shall be left in a mound or windrow above the trench to allow for future settling.

Class D Backfill. Class D backfill will generally be limited to within all street right-of-ways where subsequent trench settlement must be held to a minimum; or in areas of rock excavation where sufficient quantities of adequate trench-side materials are not available.

The backfill above the pipe zone shall be either 3/4-0 or pit-run gravel free from any organic material. This selected backfill shall be place under streets and other traveled areas as shown on the plans. The backfill shall be water settled by jetting so that no further settlement will occur.

700-A-5. Utility Line Markings

The Contractor shall install a 2 x 4 piece of wood vertically at the end of conduits, sewer lines, and storm drain lines from the end of the line to a point a minimum of 12 inches above the ground line. The top six (6) inches of the 2 x 4 shall be painted with the respective colors to mark the utility lines. More than one color maybe used if multiple lines exist in the same trench.

Red - Power Line	
Orange - Telephone & T.V. Cable	
Green - Sanitary Sewer Laterals] Depth to nearest 0.1 foot to be marked on 2 x 4
White - Storm Drain Laterals	

1 1/4" Colored plastic ribbon conforming to the above utility lines shall be tied to the end of the respective conduit and shall be extended to the surface of the ground beside the 2 x 4 marker.

Paint to be non-water soluble type.

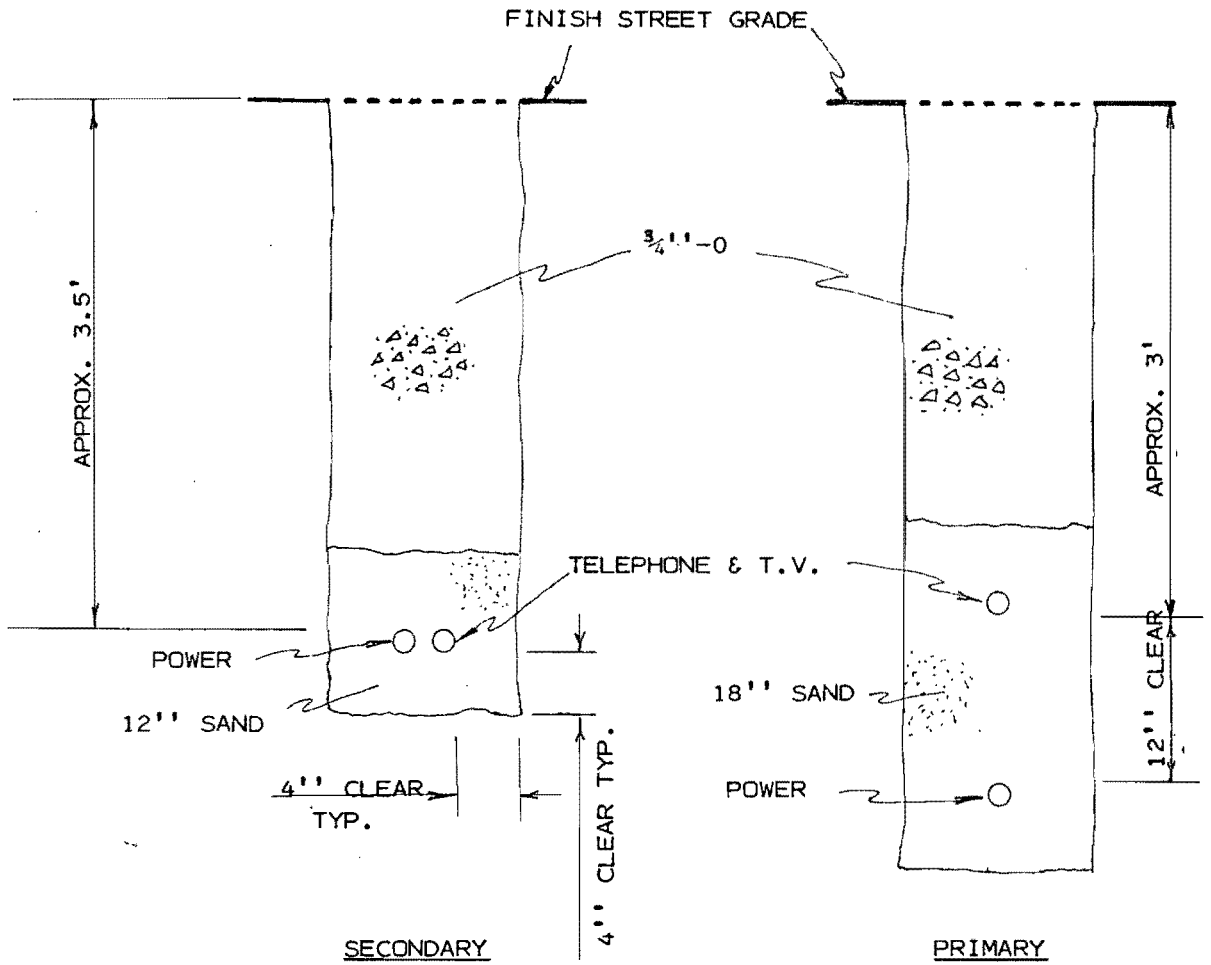
700-A-6. Payment

Payment for trench excavation and backfill shall be merged with the installation cost of the utility lines, unless otherwise indicated.

Conduit trenching and backfilling shall be per lineal foot of trench excavated which shall include installation of the conduit and marking of the ends.

Foundation stabilization shall be paid by a change order.

UTILITY CONDUIT INSTALLATION



800 Storm Drain

800-A. Specification

The storm drain pipe shall conform to ASTM C14 Class 2 for 18" \emptyset and small pipe; and shall conform to ASTM C76 Class 3 for all pipe larger than 18" \emptyset , tongue and groove joints or bell and spigot. ASTM C76 Class 3 pipe shall be used in all locations where the top of the pipe is less than 2½ feet below finish street grade.

800-B. Trench Excavation and Backfill

All trench excavation and backfill shall be in accordance with Section 700.

800-B-1. Storm Drain Laterals

The ends of all storm drain laterals shall be marked as specified in Section 700. The ends of the laterals shall not be covered until the Engineer has taken field elevation readings.

800-C. Line and Grade

The pipe shall be laid to a true line and grade as shown, or as established by the Engineer, so that each joint is firmly in place. The pipe shall be firmly bedded in the excavated trench and backfill material. After backfilling has been completed, all storm drain pipe shall be thoroughly cleaned.

800-D. Payment

Payment for storm drain pipe installation shall be made for each linear foot installed. Payment will constitute full payment for furnishing and placing drain pipe, excavation and backfill material.

820 Cast-In-Place Storm Drain

820-A. Specification

The strength of the concrete shall be 3000 psi as determined on the basis of 28 day compressive strength tests. Test cylinders shall be taken by the Engineer with the cost of these tests being paid for by the Owner. If faulty concrete exist, additional testing may be required by the Engineer. Additional testing shall be paid for at the Contractor's expense. All testing of concrete cylinders shall be done in accordance with ASTM C39-72.

820-B. Trench Excavation and Backfill

All trench excavation is unclassified. The trench shall be excavated to the lines and grades as shown on the plans and as staked in the field regardless of the material encountered. The trench shall be shaped to form the bottom outside of the pipe and shall be graded and prepared to provide a firm, uniform support of compacted fill or undisturbed earth over a minimum of the bottom 210 degrees of the pipe, herein referred to as trench form.

Areas where lenses of loose sand, silt, or other noncohesive soils are encountered in the trench form area shall be stabilized by either application of cement mortar membranes, or over excavated and replaced with selected compacted cohesive soils.

When soil around the trench form must be stabilized by an acceptable means to produce the above mentioned stable trench form, the Contractor is not entitled to extra compensation.

820-B-1. Pipe Zone

The pipe zone shall be considered as extending from the trench form area to four (4) inches above the storm drain pipe. The material shall be 1"-0 crushed rock.

820-B-2. Trench Backfill

Trench backfill shall be in accordance with Section 700 of these specifications.

820-C. Precast Concrete Pipe

In lieu of the construction of the trench form, the Contractor may substitute precast concrete pipe conforming to Section 800 of these specifications for installation and furnishing. Any additional expense resulting from such substitution shall be at the Contractor's expense.

820-D. Pipe Dimensions and Tolerances

The minimum wall thickness for the various sizes of cast-in-place concrete pipe shall conform to the following table:

<u>Internal Diameter</u>	<u>Minimum Wall Thickness</u>
24"	3"
27"	3"
30"	3"
36"	3½"
42"	4"
48"	5"
54"	5½"
60"	6"

Offsets - Offsets at form laps and horizontal edges shall not exceed ½ inch.

Size - The internal diameter of the pipe at any point shall not be less than 95 per cent of the nominal diameter, with the average of any four measurements of the internal diameter made at 45 degree intervals being not less than the nominal diameter.

820-E. Workmanship

After the removal of the forms, the inside of the pipe will be inspected and any required repairs shall be made. All porous and fractured concrete shall be removed by chipping and repaired to the satisfaction of the Engineer.

The Contractor shall at the time of placement of the concrete that the soil in the trench form area is sufficiently wet so that water is not absorbed from the concrete.

The Contractor shall be responsible for proper curing of the concrete such that premature hydration of the concrete does not occur.

Backfill operations shall not occur until the concrete has developed sufficient strength to support the loads to be imposed on the pipe.

820-F. Weep Holes

A two (2) inch plastic P.V.C. pipe shall be inserted into the freshly placed concrete on each side of the pipe at 60 degrees from the top of the pipe. The spacing of the weep holes shall be spaced at 20 foot maximum intervals along the length of the pipe.

820-G. Testing

Load tests shall be made without disturbing the earth supporting the lower 210 degrees of pipe. The load shall be applied to a four (4) foot length of pipe through a "sand box" in such a manner that carefully placed sand in the sand box forms a bedding equal to the width of 0.7 the inside diameter of the pipe. The depth of the bedding above the pipe at the thinnest point shall be 0.25 the inside diameter of the pipe. The sand box shall not be allowed to come into contact with the pipe or sides of the trench. The sand box shall be filled with sand passing the No. 4 sieve, which shall be clean and containing not less than five per cent moisture. The upper surface of the sand shall be struck off level with a straight edge, and shall be covered with a rigid top bearing plate,

the lower surface of which is a true plane (+ 1/2 inch) made of heavy timbers or other rigid material capable of distributing the test load uniformly without appreciable bending. The test load shall be applied to this test plate by piling weights directly on the bearing plate, by moving heavy equipment of predetermined weight onto the bearing plate or by a hydraulic jack reacting against dead weight in excess of the total test load. The bearing plate shall not be allowed to touch the sides of the sand box. The sand box shall be of metal or dressed timber so heavy as to avoid appreciable bending by the side pressure of the sand. A strip of cloth or plastic film may be attached to the inside of the sand box on each side, along the lower edge, to prevent the escape of the sand between the sand box and pipe. The total load applied to the top of the pipe shall be at least 125 per cent of the maximum earth load to which the pipe will be subjected, plus live load based on AASHO H-20-44 loading with an impact factor of 2.0. The pipe shall be considered to have failed when a 0.01-inch crack occurs as described in ASTM C 497.

The Contractor shall perform a minimum of two (2) load test at locations specified by the Engineer.

If either load test fails the above referenced specification the Contractor shall perform two (2) additional load tests at his expense. For each load test failure an additional two (2) load tests shall be performed at locations specified by the Engineer.

820-H. Payment

Payment for the pipe will be made at the unit price per lineal foot installed from center to center of standard manholes. Payment shall include the cost of providing materials, labor, equipment, backfill, bedding, and weep holes.

Load tests shall be paid for on a per test basis.

850 Catch Basins

850-A. Specifications

All concrete shall be 3000 psi minimum strength at 28 days. All frames and grates shall be fabricated on steel conforming to ASTM A-36.

850-B. Workmanship

Curing of the concrete shall be done by spraying with an acceptable type of curing compound applied according to manufacturer recommendations.

While the concrete is still green it shall be rubbed with a suitable device or by applying a thin cement grout, or paste to provide a uniform texture and color then brushed with a fiber brush on all exposed surfaces.

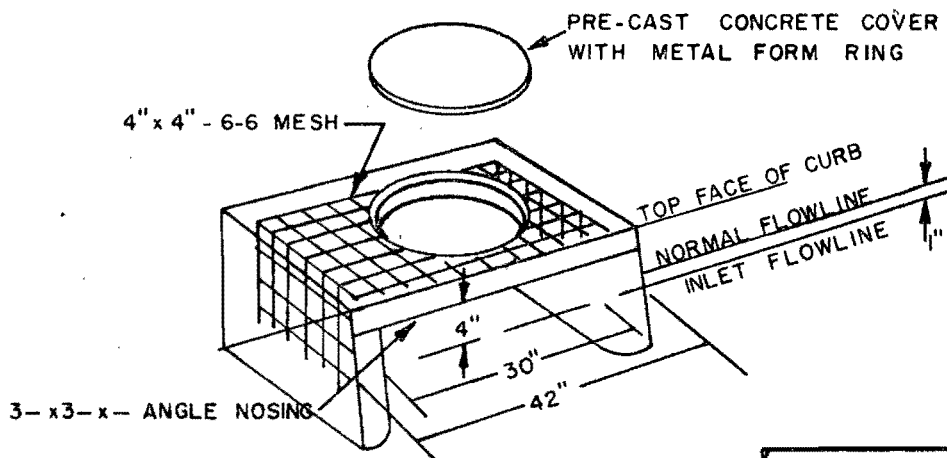
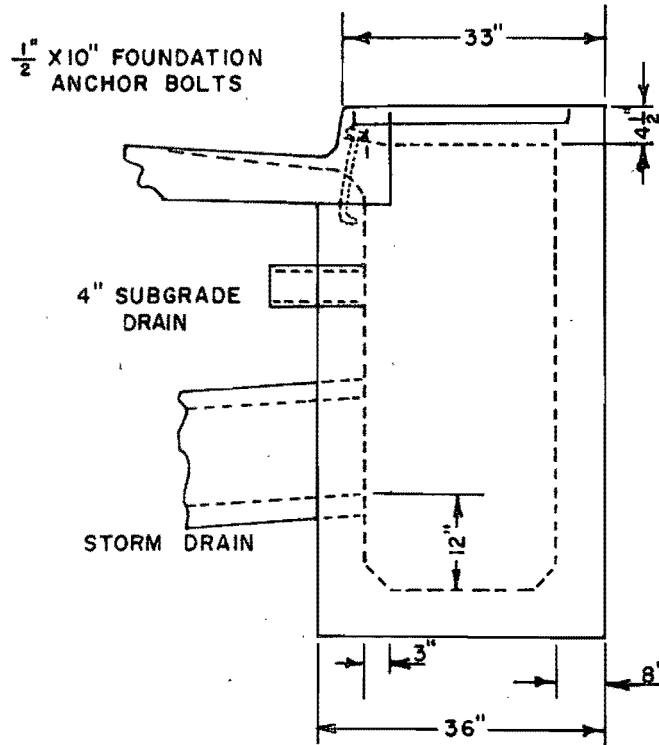
Minor defects shall be repaired with a mortar mix containing one part Portland Cement and two parts sand. Plastering or sacking will not be permitted on the face of exposed surfaces. Honey combed and other structurally defective concrete shall be removed and replaced at the Contractor's expense.

Weep holes shall be installed at the subgrade line or as directed by the Engineer.

850-C. Payment.

Payment for catch basins will be on a per unit installed.

CURB INLET CATCH BASIN

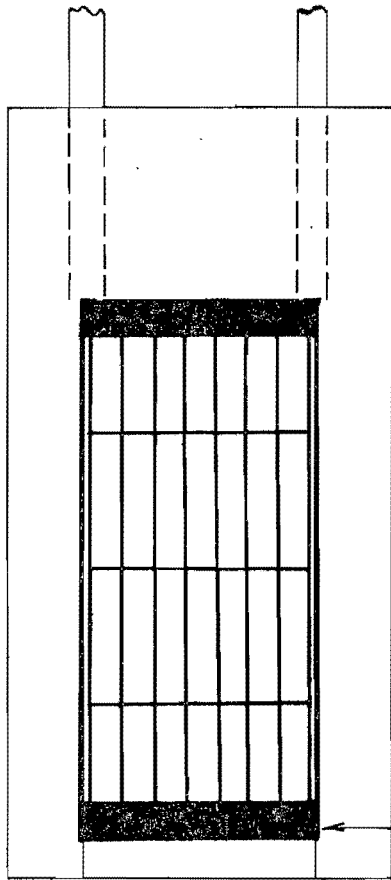


PREFORMED CURB INLET w/ FIBERGLASS FORM

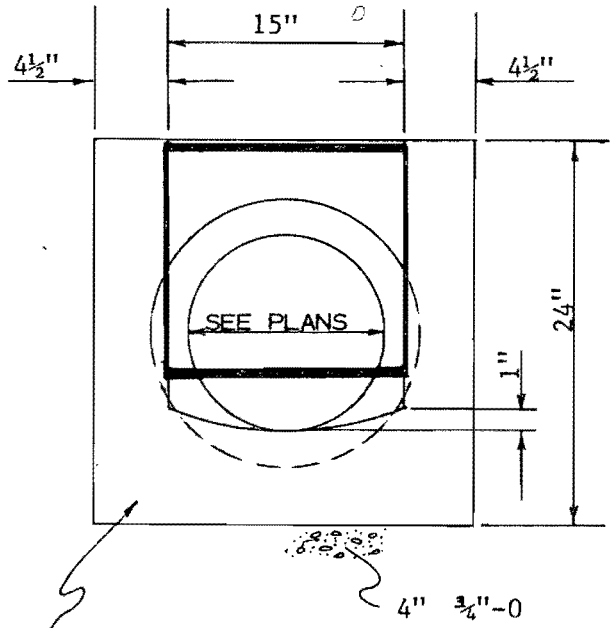
700 D 3

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TOP VIEW



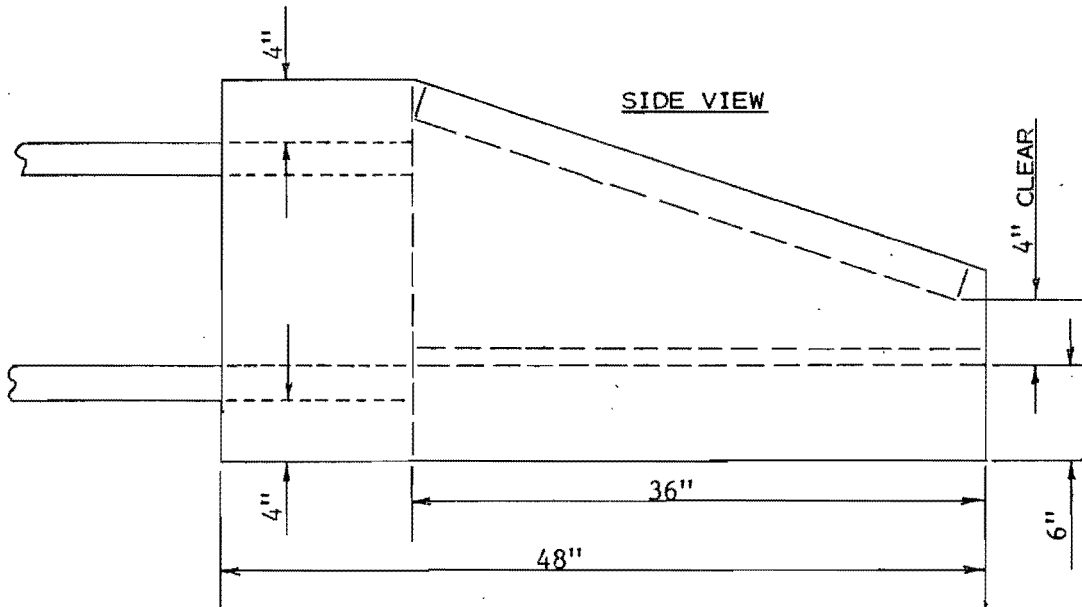
FRONT VIEW
WITHOUT GRATE



2500 PSI CONCRETE

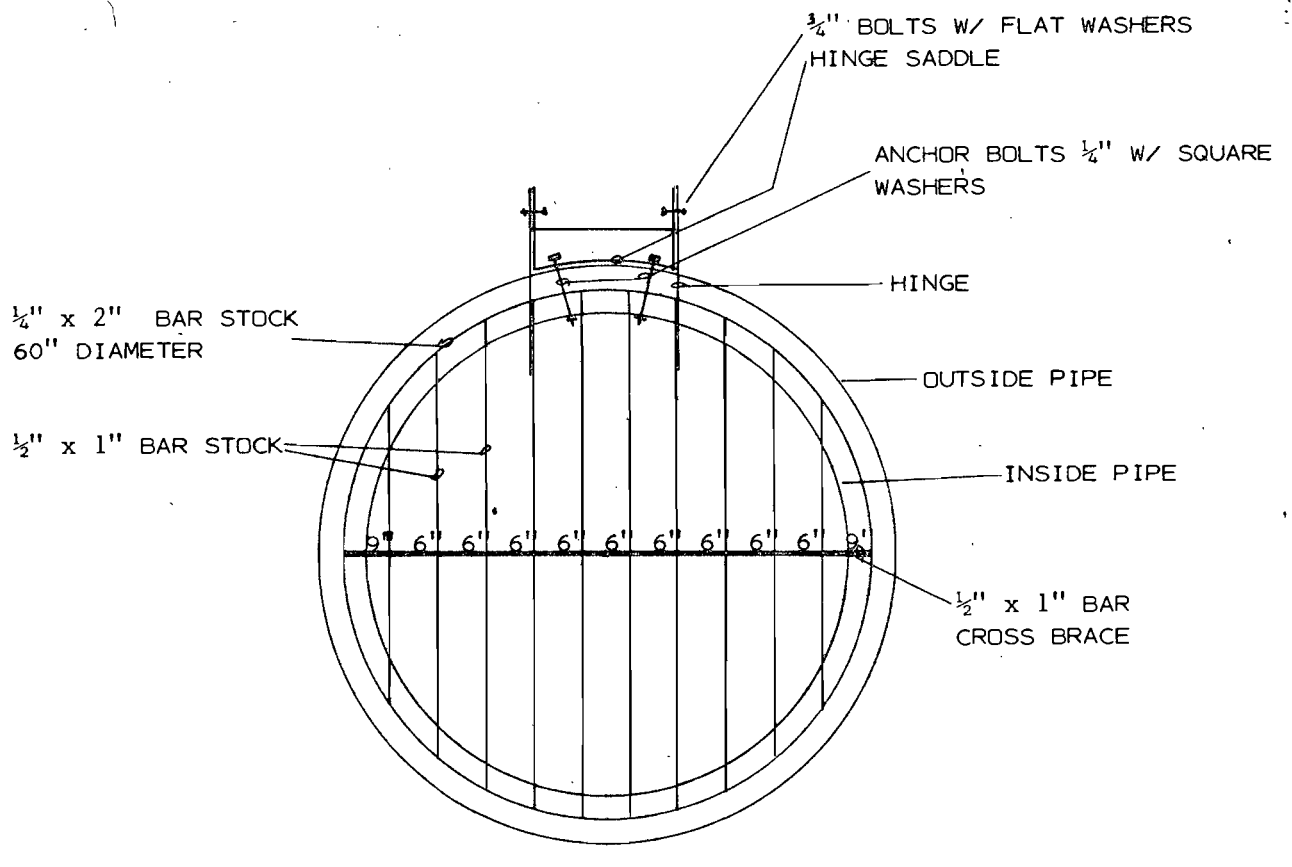
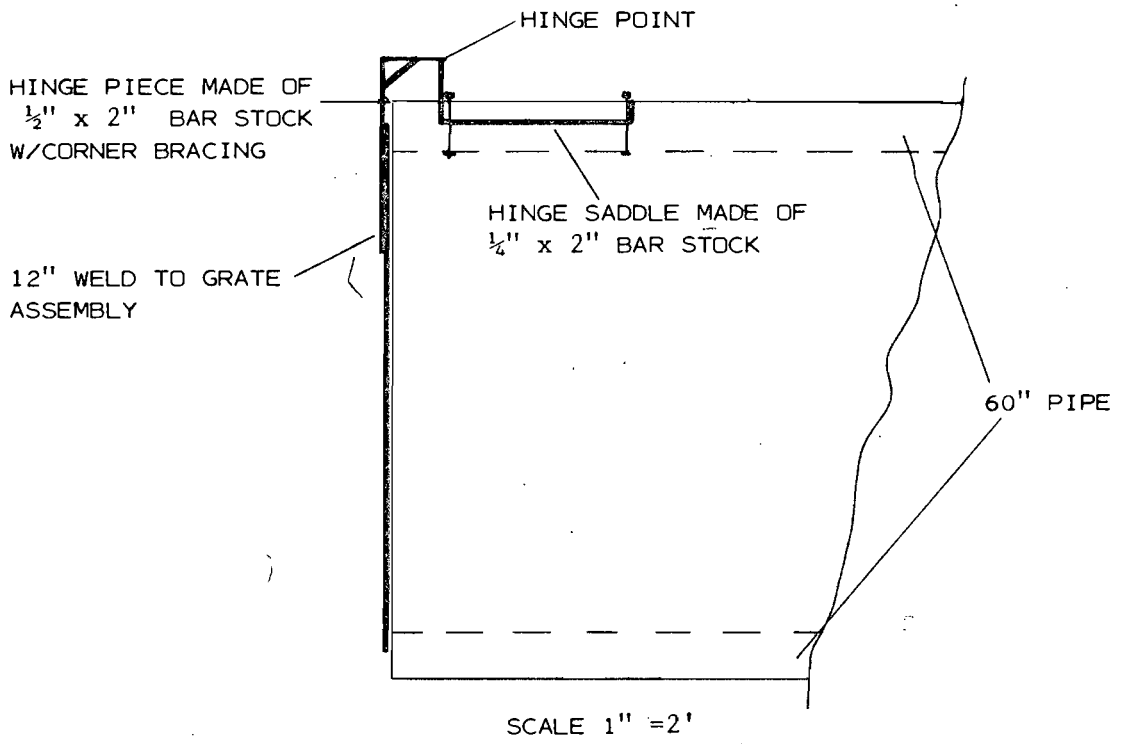
TYPICAL 16" x 36" CATCH
BASIN FRAME AND GRATE

SIDE VIEW



FIELD DRAIN - TYPE II

SCALE 1" = 1'



60" STORM DRAIN CHILD-PROOF GRATE ASSEMBLY

ALL STOCK WELDED EXCEPT AT HINGE POINTS

1100 Gravity Sewer Line

1100-A. Specification

The gravity sewer pipe shall be either Portland Cement sanitary sewer pipe meeting ASTM C14 strength requirements, asbestos cement sanitary sewer pipe ASTM C428 Class 2400, cast iron pipe conforming to AWWA C106 or C108, Ductile Iron Pipe conforming to AWWA C151, PVC conforming to ASTM D-3033 and D-3034 or shall be Truss pipe conforming to ASTM D-2680 Solvent Joints. The pipe shall be jointed with rubber gaskets conforming to ASTM C443 for concrete sewer pipe, ASTM 1869 for asbestos cement pipe, and ANSI A21.11 for cast iron or ductile iron. The pipe shall be free from cracks, chips or other blemishes.

1100-B. Trench Excavation and Backfill

All trench excavation and backfill shall be in accordance with Section 700.

1100-B-1. Concrete Encasement

Concrete having 2500 psi minimum 28 day strength shall be installed from a point one-third the diameter of the pipe up from the invert elevation of the pipe to a point four (4) inches above the top of the pipe and the full trench width wide. Encasement shall be installed where specified on the plans.

1100-C. Line and Grade

The pipe shall be laid to a true line and grade so that each joint is firmly in place allowing no foreign material to enter the pipe. The pipe shall be firmly bedded in the pipe zone backfill material to insure no horizontal or vertical movement after laying. After backfilling has been completed, all sanitary sewer pipe shall be thoroughly cleaned. All sanitary sewer pipe shall be air tested or hydrostatic tested for leakage in accordance with Section 1100-D. All sections of the sanitary sewer gravity line must pass the leakage test before acceptance.

If Truss pipe or PVC pipe is utilized, deflection shall be tested by the manufacture or supplier such that the deflection shall not exceed 5% of the pipe inside diameter. Deflection results shall be certified by the manufacture or supplier to the Owner.

1100-D. Testing Gravity Sewer Pipe

1100-D-1. Plugging of Tees, Stubs, and Service Connections

Plug all wyes, tees, stubs, and service connections with gasketed caps or plugs securely fastened or blocked to withstand the internal test pressure. Such plugs or caps shall be removable, and their removal shall provide a socket suitable for making a flexible jointed lateral connection or extension.

1100-D-2. Testing Equipment and Procedure

Furnish all necessary testing equipment and perform the tests in a manner satisfactory to the Engineer. Any arrangement of testing equipment which will provide observable and accurate measurements of either air or water leakage under the specified conditions will be permitted.

1100-D-3. Time of Testing

Testing of sections of the constructed sanitary sewer for acceptance will not be performed until all service connections, manholes and backfilling is completed between the stations to be tested.

1100-D-4. Subsequent Failure

Infiltration of groundwater in an amount greater than herein specified, following a successful hydrostatic or air test as specified, shall be considered as evidence that the original test was in error or that subsequent failure of the pipe line occurred.

The Contractor, in contracting to do this work, agrees that the leakage allowances, as indicated, herein, are fair and practical.

1100-D-5. Hydrostatic Testing

Pipe and joint leakage shall be less than 0.4 gallon per hour per inch diameter per 100 feet when field tested by exfiltration methods. The hydrostatic head for test purposes shall exceed the maximum estimated groundwater level in the section being tested by at least 12 inches.

1100-D-6. Air Test

The Contractor shall supply all equipment necessary to conduct the air test in accordance with drawing 1100-E-3. All test gauges shall be calibrated with a record of the calibration supplied to the Engineer upon request.

The Air Test and T.V. inspection will be completed just prior to installation of the asphaltic concrete and after installation of the base rock.

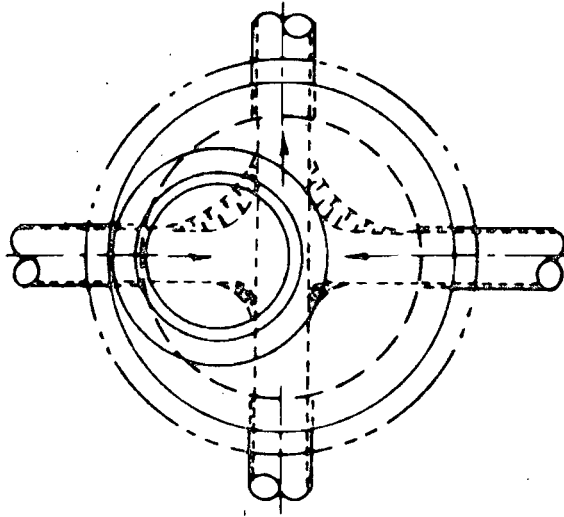
1100-E. Payment

Payment for gravity sewer pipe shall be made per lineal foot as per bid item. The amount bid shall be considered to cover the cost of all labor, materials, and equipment required to construct and test the gravity sewer pipe, including sewer service tee's or wye's as shown on the plans and as specified herein.

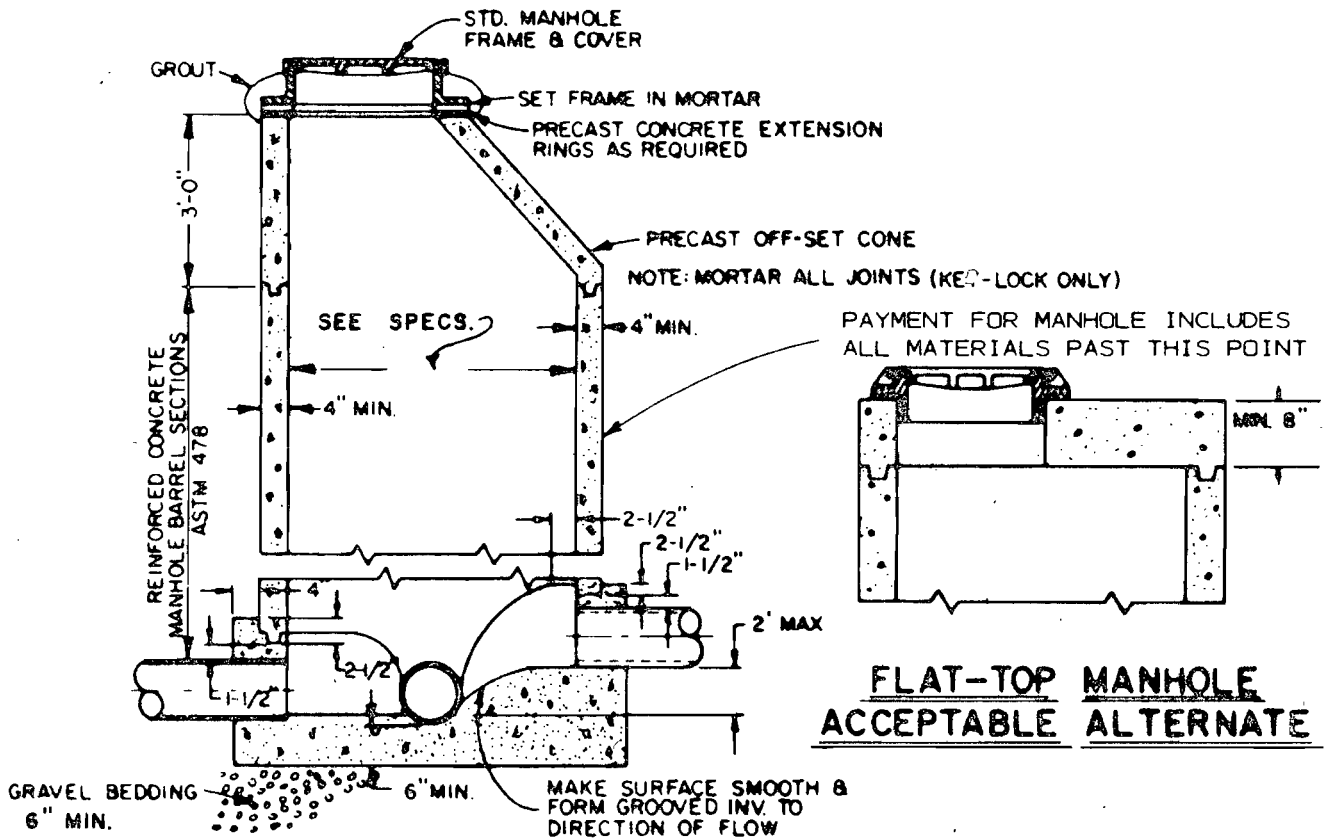
The Engineer reserves the right to withhold payment on the pipe until the pipe has successfully passed the leakage test and until the City of Lebanon Engineering Department has inspected the 8" and larger sanitary sewer with a T.V. camera and has found the pipe acceptable to their standards.

Payment for concrete encasement shall be per lineal foot installed.

MANHOLE



MANHOLE DETAILS



FOR FINISH ELEVATION
SEE PLANS

STANDARD MANHOLE
FRAME AND COVER

2'

MANHOLE RISERS

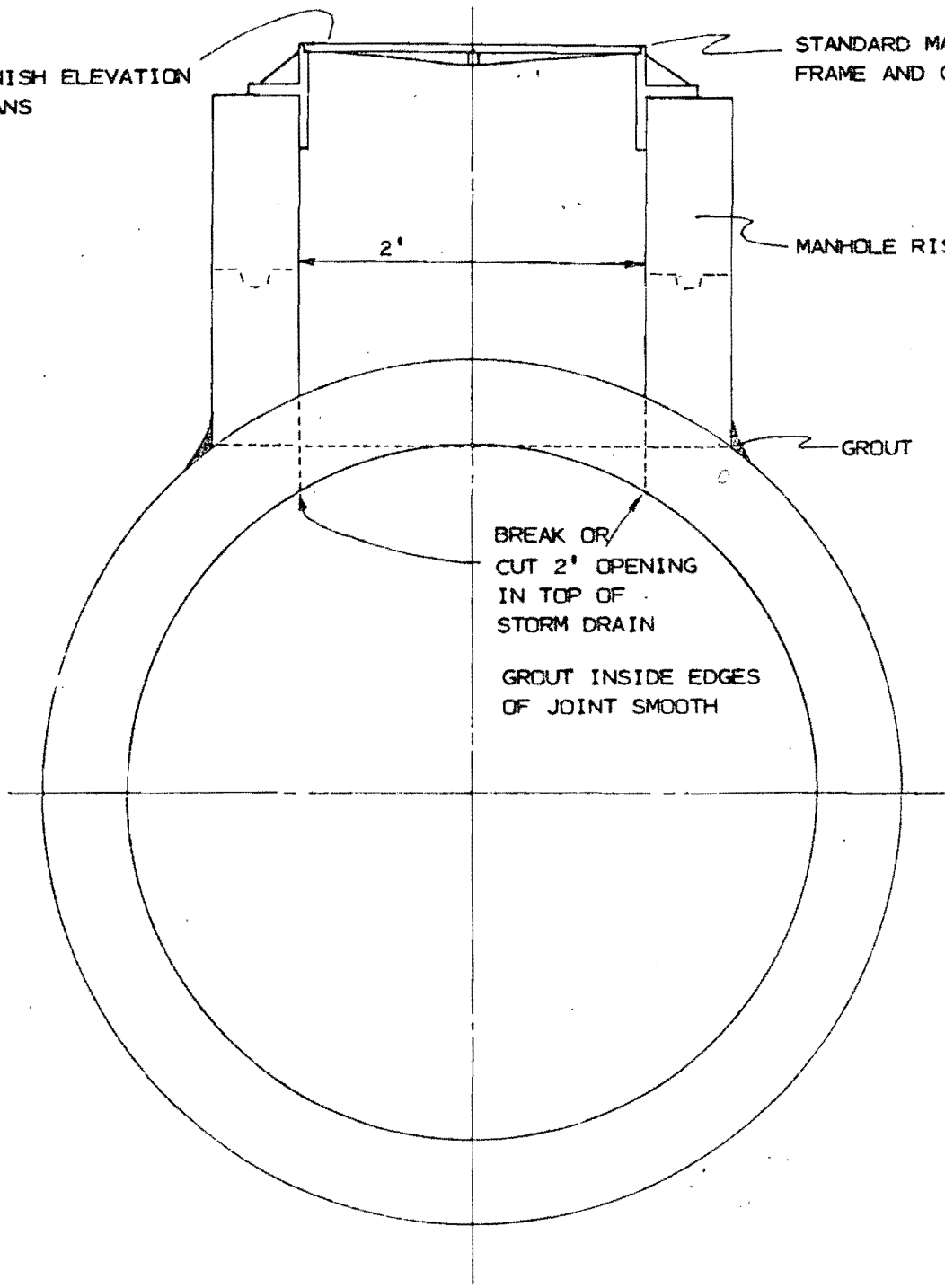
GROUT

BREAK OR
CUT 2' OPENING
IN TOP OF
STORM DRAIN

GROUT INSIDE EDGES
OF JOINT SMOOTH

STORM DRAIN SERVICE MANHOLE

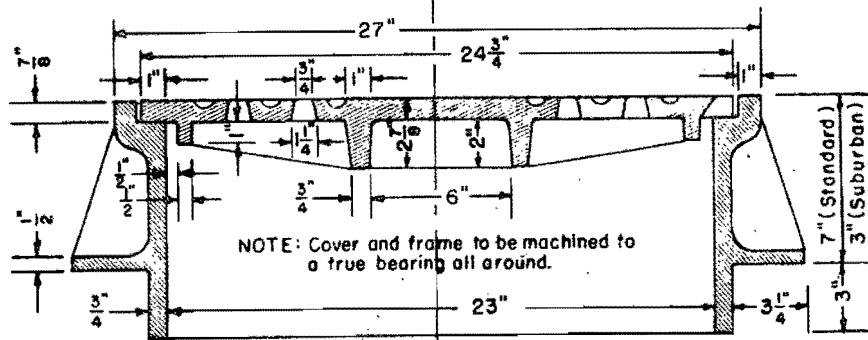
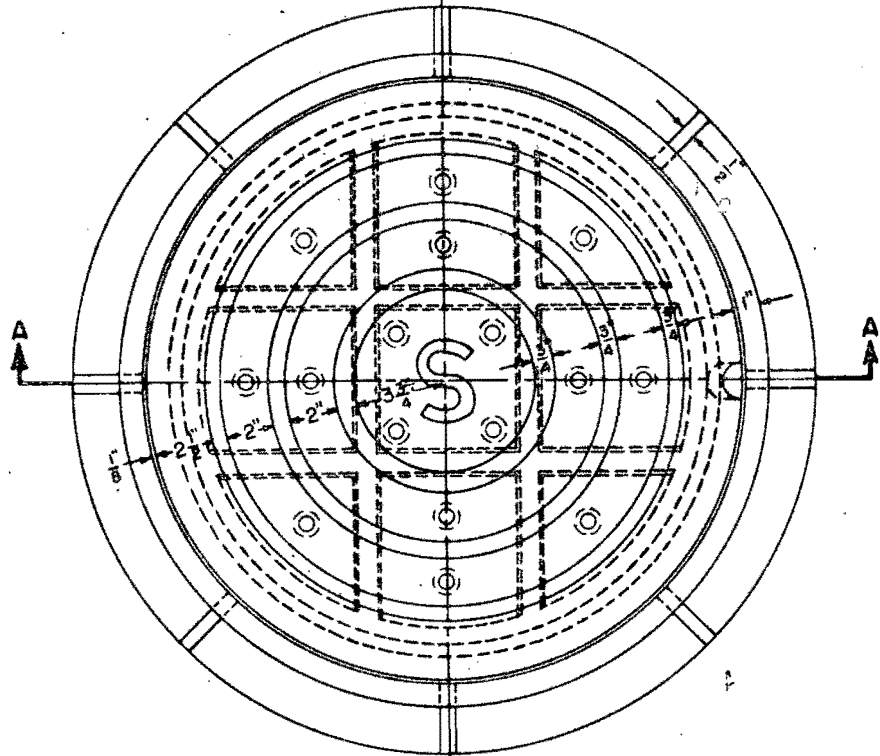
SCALE 1" = 1'



MANHOLE FRAME & COVER

MANHOLE

FRAME AND COVER



SECTION A-A

AIR TEST

RECOMMENDED PROCEDURE FOR CONDUCTING ACCEPTANCE TEST

1. Clean pipe to be tested by propelling snug fitting inflated rubber ball through the pipe with water.
2. Plug all pipe outlets with suitable test plugs. Brace each plug securely.
3. If the pipe to be tested is submerged in ground water, insert a pipe probe, by boring or jetting, into the backfill material adjacent to the center of the pipe, and determine the pressure in the probe when air passes slowly through it. This is the back pressure due to ground water submergence over the end of the probe. All gauge pressures in the test should be increased by this amount.
4. Add air slowly to the portion of the pipe installation under test until the internal air pressure is raised to 4.0 psig.
5. Check exposed pipe and plugs for abnormal leakage by coating with a soap solution. If any failures are observed, bleed off air and make necessary repairs.
6. After an internal pressure of 4.0 psig is obtained, allow at least two minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure.
7. After the two minute period, disconnect air supply.
8. When pressure decreases to 3.5 psig, start stopwatch. Determine the time in seconds that is required for the internal air pressure to reach 2.5 psig. This time interval should then be compared with the time required by specification as computed below.
9. List size and length of all portions of pipe under test in table similar to one shown here.

Diameter inches	Length Feet	K = .011 d ² L	C = .0003882 dL
Total K _____		Total C _____	
Time required by specification _____			

10. By use of nomograph (Fig. 13), compute K and C. Use scales d and L, read K and C, and enter these values in the table above.
11. Add all values of K and all values of C for pipe under test.

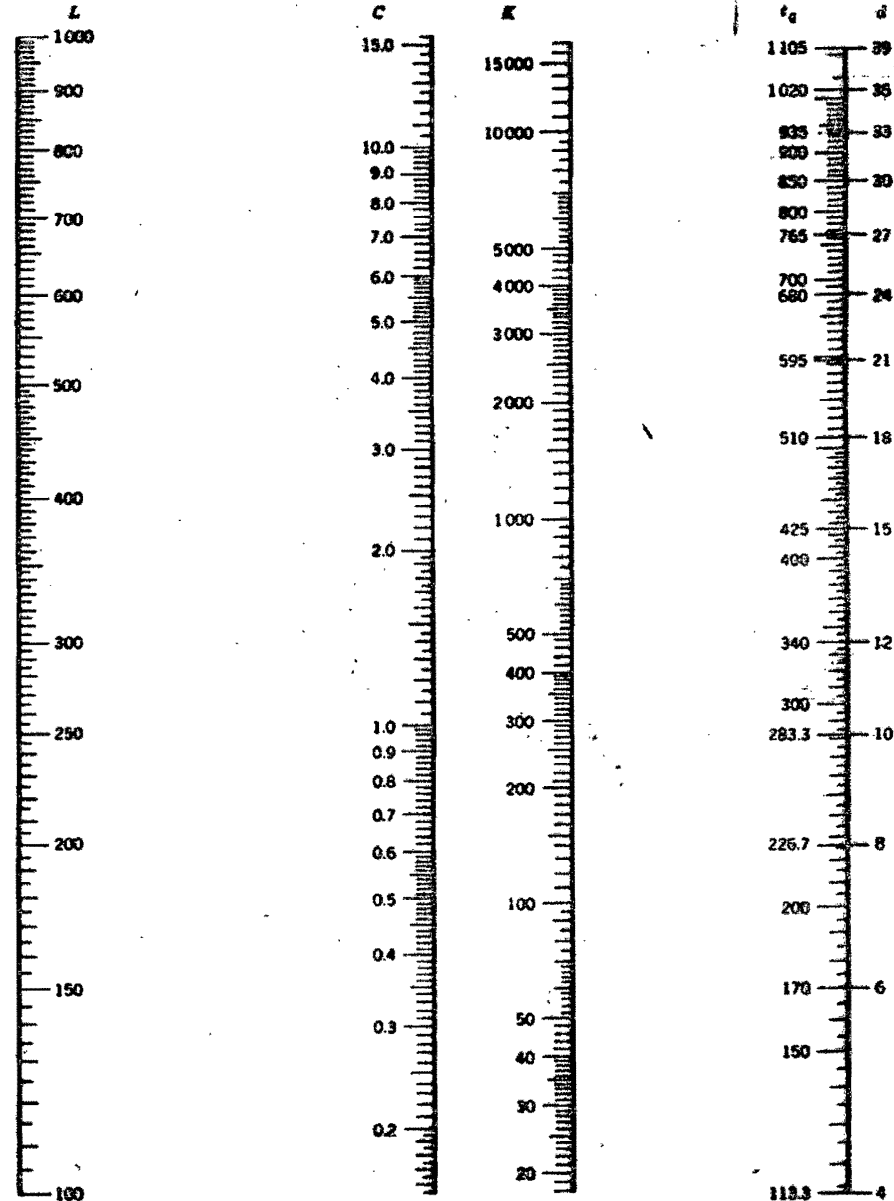
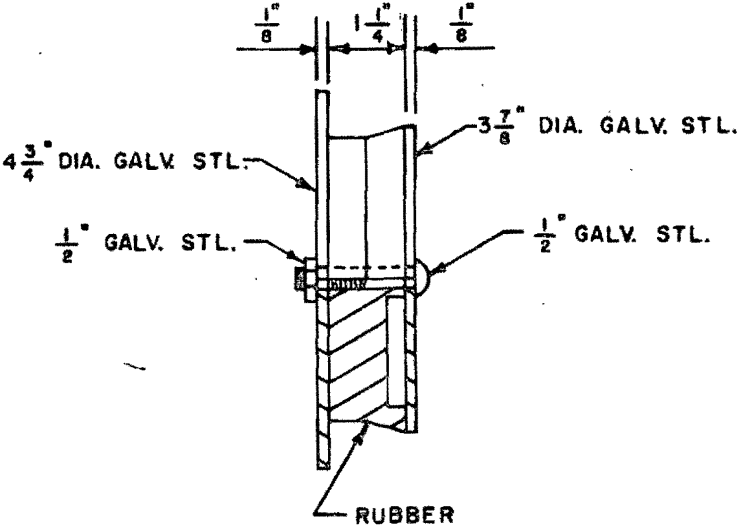
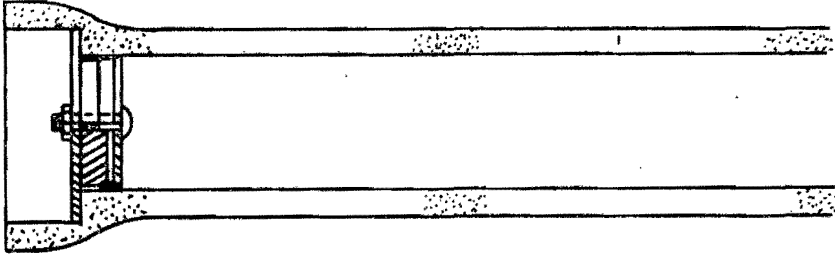
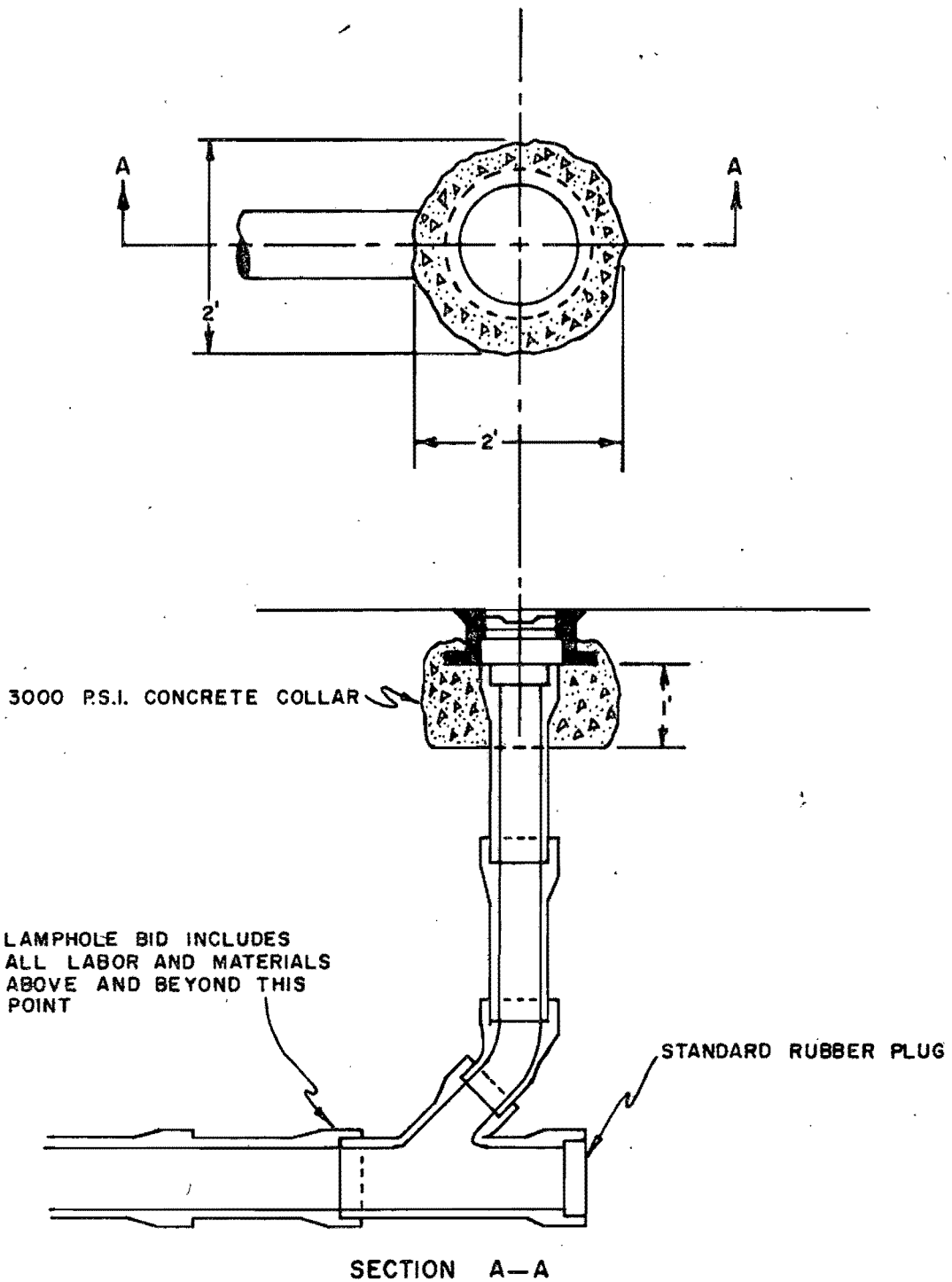


FIG. 13.—NOMOGRAPH FOR THE SOLUTION OF $K = .011d^2L$, $C = .0003882dL$,
 $t_s = K + C$

MECHANICAL RUBBER PLUG



LAMP HOLE & CLEANOUT



1300 Sewer Service Connections

1300-A. Specification

The sewer service connection shall conform to the specifications of the gravity sewer pipe specified herein. The backfill shall be of the same specification as the sewer line.

1300-B. Line and Grade

The sewer service connection shall be installed on a minimum slope of $\frac{1}{4}$ inch per foot of length unless otherwise indicated and shall be installed on a true line and grade.

The ends of all sanitary service laterals shall be marked as specified in Section 700. The ends of the laterals shall not be covered until the Engineer has taken field elevation readings.

1300-C. Payment

Payment for gravity sewer service connection shall be made on a per lineal foot as per bid item. The amount bid shall be considered to cover all materials, labor and equipment needed to install the sewer service pipe excluding sewer service Y's. The amount shall include all plugs required to be installed.

1500 New Manhole Construction

1500-A. Specification

The base rock shall be clean compacted 12 inch depth 3/4-0 crushed rock uniformly graded. The concrete for the manhole base shall not be less than 3000 psi at 28 days.

The precast manhole sections shall be a minimum of 48" in diameter conforming to ASTM C-478. The cone section must be offset. Manholes less than 5 feet deep shall have a flat 10" top slab designed for H-20 loading. Only keylock joints are acceptable and must be sealed together with nonshrink mortar or an approved equal on sanitary sewer manholes. After all joints have been mortared the entire surface shall be cold fur coated with a thickness not less 1/16 inch. Only keylock joints are acceptable on storm drain manholes and may be grouted together with nonshrink mortar.

Manhole frames and covers shall be cast iron conforming to ASTM A-48. All covers shall be true and shall seat within the frame at all points. All frames and covers shall be free from porosity, shrinkage cavities or other defects that would impair serviceability.

All manhole frames and covers not within street right-of-way shall have water tight frames and covers.

All manholes located within sidewalk areas shall have tamper proof covers.

Manholes frames within the street section shall be set a maximum of 9 inches below the finish grade of the street prior to placing the base rock and asphaltic concrete.

1500-B. Manhole Invert

All edges shall be smooth to insure an unobstructed flow through the manhole. Where a full section of pipe is laid through a manhole or where a new manhole is constructed over an existing sewer line the top of the section of pipe shall be broken out and the exposed edges of the pipe shall be covered completely with mortar to a smooth finish.

1500-B-1. Final Adjustment

Final adjustment of manhole frames within the street section shall be made after the A.C. base course has been installed and just prior to placing the wearing surface.

1500-B-2. Manhole Testing

When, in the judgement of the Engineer, leaks or defective workmanship is suspected, up to 20 per cent of the total project manholes shall be hydrostatically tested. The test shall consist of plugging all inlets and outlets in the manhole to be tested and filling the manhole to the height determined by the Engineer. Leakage in each manhole shall not exceed 0.2 gallons per hour per foot of head above the invert. A manhole maybe filled 6 hours prior to the time of testing, to permit absorption into the walls to take place.

If the manhole or manholes required to be tested by the Engineer do not pass the leakage test, repairs shall be made and retesting shall be performed until an acceptable test has been accomplished. For every

manhole that fails to meet the leakage test, the Contractor shall test two (2) more manholes at his expense. The choice of manholes shall be the Engineer's decision.

1500-C. Payment

Manholes shall be paid for on a per unit installed basis which shall include all work necessary to construct manholes included in the contract documents.

Testing of manholes shall be on a per test basis. Payment shall be limited to tests that the Engineer authorizes. Additional tests that the Contractor must perform due to test failures are at the Contractor's expense.

Payment shall include materials as shown on the standard manhole details contained herein.



Phone 757-8991
33900 Eastgate Circle
P.O. Box 1211
Corvallis, Oregon 97330

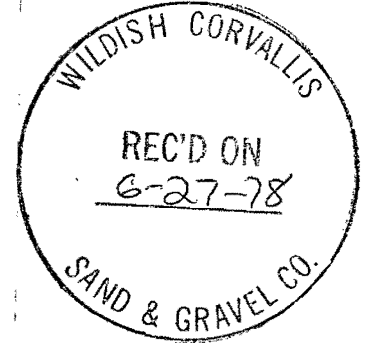
DEVCO ENGINEERING, INC.

CIVIL, MUNICIPAL, STRUCTURAL, LAND SURVEYING

June 23, 1978

CONTRACT DOCUMENTS
FOR
10th STREET & WALKER ROAD

ADDENDUM NO. 1



Revision

Special Specifications - Section 1500-A.

Replace - Fourth & Fifth Sentence - Second Paragraph

With - Only keylock joints are acceptable and must be sealed together with either Kent Seal Compound or an approved equal on sanitary sewer manholes.

Add

Special Specifications - Scope of Project - Section 100

The City of Lebanon shall be responsible for relocating the overhead power line on Vaughn Lane to accommodate the utility contractors activities for installation of the storm drain line on Vaughn Lane.

Revision

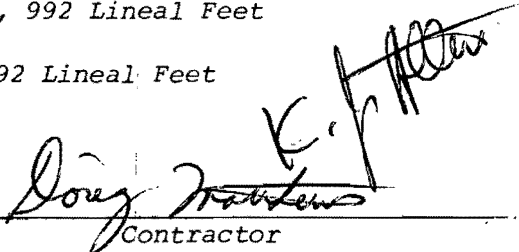
Contractor's Proposal - Page 11

Change 60" Precast Concrete Pipe, Class "C", 992 Lineal Feet

To 60" Precast Concrete Pipe, Class "D", 992 Lineal Feet



Engineer



Contractor

The Contractor hereby acknowledges the above conditions and agrees to the above conditions this 28 day of June, 1978.

