

A BILL FOR AN ORDINANCE ANNEXING)	ORDINANCE BILL NO. <u>33</u>
CERTAIN PROPERTY FOLLOWING A)	for 1981
HEARING AND DECLARING AN)	
EMERGENCY.)	ORDINANCE NO. <u>1859</u>

WHEREAS, there has been submitted to the City of Lebanon a written request for annexation to the City signed by more than one-half of the landowners who also own more than one-half of the land in the contiguous territory described below, which real property represents more than one-half of the assessed value of all real property in the contiguous territory to be annexed; and

WHEREAS, Ordinance No. 1854 was passed, initiating the annexation of the territory, calling a hearing, and directing that notice be given; and

WHEREAS, after conducting the hearing and considering all objections or remonstrances with reference to the proposed annexation, the City Council finds that annexation is in the best interest of the City and contiguous territory; and

WHEREAS, a "Findings" document (attached as Exhibit "A") has been adopted; now therefore

THE CITY OF LEBANON ORDAINS AS FOLLOWS:

Section 1. Annexation Area. The following contiguous territory is hereby proclaimed to be annexed to the City of Lebanon, to-wit:

Beginning at a point on the centerline of Linn County Road #739 at its intersection with the centerline of Walker Road extended west, said point being South 20.59 chains and East 1.77 chains and South 20° 52' West (South 20° West for former deeds) 632.59 feet from the Northeast Corner of the David Watkins DLC #67 in Township 12 South, Range 2 West of the Willamette Meridian in Linn County, Oregon; thence South 89° 30' East 32.0 feet to the East right-of-way line of County Road #739; thence South 20° 52' West along said right-of-way 360.32 feet; thence North 89° 30' West 553.46 feet to a 3/4" iron pipe; thence South 0° 30' West 387.07 feet to a 3/4" iron pipe; thence North 89° 30' West 944.66 feet; thence North 0° 32' East 724.88 feet; thence South 89° 28' East 1591.52 feet to the point of beginning, and containing 20.5 acres.

Section 2. Zoning. The entire parcel as described in Section 1 shall be zoned Residential Mixed Density (RM) in accordance with the zoning classification of Lebanon Ordinance No. 1773.

Section 3. Record. The City Recorder shall submit to the Oregon Secretary of State a copy of this ordinance. The City Recorder shall also send a description by metes and bounds, or legal subdivision, and a map depicting the new boundaries of the City within ten (10) days of the effective date of this annexation to the Linn County Assessor, Linn County Clerk and the State Department of Revenue.

Section 4. Emergency Clause. Inasmuch as the provisions of this Ordinance are necessary for the immediate preservation of the peace, health and safety of the people of the City of Lebanon, an emergency is hereby declared 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 4 for and 1 against and approved by the Mayor this 12th day of August, 1981.

Robert G. Smith

Mayor

ATTEST:

James D. Thompson

Recorder

STATE OF OREGON)
County of Linn)

I, James D. Thompson, the duly appointed, qualified and acting Recorder of the City of Lebanon, do hereby certify that the foregoing is a true and exact copy of Ordinance No. 1859, City of Lebanon, as on record in the office of the City Recorder of Lebanon, Linn County, Oregon.

James D. Thompson

Recorder



<p>528620 / 1050</p> <p>September 9, 1981</p> <p>STATE OF OREGON County of Linn</p> <p>I hereby certify that the attached was received and duly recorded by me in Linn County records:</p> <p>Volume: MF 296 Page: 840</p> <p>At 8:30 O'clock a.m. Witness My Hand and Seal</p> <p>DEL W. RILEY Linn County Clerk</p> <p><i>Elizabeth Robertson</i> Deputy</p> <p>City of Lebanon P.O. Box 247 Lebanon, OR</p> <p>97355</p>	<p>COMPARED</p>
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ADOPTED FINDINGS OF FACT

ANNEXATION 81-3

Introduction: This is a request to annex 20.5 acres of land into the City of Lebanon for the purpose of a community college campus for Linn-Benton Community College. The property is located southwest of the present city limits and is presently in agricultural use.

THE RELEVANT CRITERIA ARE AS FOLLOWS:

1. Lebanon Zoning Ordinance Sections:
 - 4.020 Residential Mixed Density Zone (RM)
 - 4.510 Aircraft Control Subzone (AC)
 - 4.210 Limited Manufacturing Zone (ML)
2. Lebanon Comprehensive Plan Sections:
 - 2-P-4 Noise #2
 - 4-P-2 Annexation #1 & 3
3. Lebanon Comprehensive Plan Map
4. L.C.D.C. Goals
 - No. 1, No. 2, No. 3, No. 7, No. 11,
 - No. 12, No. 13, No. 14
5. Oregon State Revised Statutes
 - Chapter 222

I. BASIC FACTS

1. Site Description

- A. The site is a portion of a 78 acre parcel of land. The site itself is 20.5 acres in size and contiguous to the Lebanon City Limits.
- B. The tax lot designation and record owner is as follows:
Map 12-2W-16, Tax Lot 2300 - Linn Benton Community College.
Warren C. Gill was a co-applicant with Linn Benton Community College.
- C. The site is located southwest of the Lebanon City Limits, west of Stoltz Hill Road near Walker Road. The area is characterized by agricultural uses and large lot residential uses. To the north, west, and south are agricultural lands with class 3 and 4 soils, while to the east is a vacant field inside the City and zoned for medium density residential uses. Further east is a new residential development fully improved to urban standards. South along Stoltz Hill Road are a few homes, and north of the site 1,900 feet is the Lebanon State Airport.

D. The site itself is 20.5 acres in size and relatively flat. The site is presently being utilized for agricultural uses and has primarily class 3 soils. The site is flag shaped and extends west off of Stoltz Hill Road almost 1,600 feet. The site has approximately 360 feet of frontage on Stoltz Hill Road. A portion of this site is within the influence of the Lebanon State Airport and a portion may lie within the Oak Creek flood plain.

2. Utility Locations:

A. Sewer:

The site lies 2,300 feet south of a 24 inch main sewer line, located at the intersection of Airport Road and Stoltz Hill Road. This large interceptor line is designed to service this site once extended. There also is an 8" line located on Walker Road 600 feet to the east. The applicants stated that they would like to hook into the 8" line on a temporary basis.

B. Water:

There is a 12 inch water line located in Walker Road 600 feet to the east of the site.

C. Drainage:

There are no improved drainage facilities adjacent to this site. The roadways are presently drained through the use of road side ditches. The ditches then run into Oak Creek to the south of the site. Oak Creek carries storm water from a great portion of the southern Lebanon area and it overflows its banks annually.

D. Electrical and telephone service is available to the site.

3. The site is located within the Lebanon Urban Growth Boundary.

4. Transportation:

Stoltz Hill Road: is a county standard road which serves as an arterial for this area. Stoltz Hill has a 50 foot right-of-way, two paved travel lanes and gravel shoulders.

Walker Road: dead ends at the eastern boundary of this site. Walker is within the City Limits and is partially improved to City depending upon your location. Walker Road is designated a collector and should tie into future transportation systems to the west, including extension

of Airway Road and 12th Street south of Airport Road.

This annexation request falls within the influence of the Lebanon State Airport also. The Airport lies approximately 1,900 feet to the north and has a noise impact boundary which includes approximately 1/3 of this property. Within this area noise sensitive uses should be discouraged or banned altogether. A school in most instances is a noise sensitive use.

5. An application was filed on forms provided by the City of Lebanon.
6. A public hearing was held by the Lebanon Planning Commission on June 18, 1981, at which time the Planning Commission recommended annexation of this property with a dedication of right-of-way along Stoltz Hill Road, and for additional right-of-way for Walker Road and Airway Road extensions.
7. A public hearing was held by the Lebanon City Council on July 22, 1981 to hear testimony regarding the annexation.
8. Along with the applicant representing Linn-Benton Community College, Bill Spires and Ken Haevernick spoke in favor of the annexation at the Council hearing.
9. Minnie Watts of 1480 South Fourth and Fred O'Neil of 2046 River Road spoke against the annexation at the City Council hearing.
10. The entire site except for the westerly 80 to 100 feet is designated as suitable for Mixed Density Residential uses.
11. Schools are listed as a conditional use under the RM zone of the Lebanon Zoning Ordinance (Ordinance #1773).
12. The applicants stated that their first phase of development would consist of the placement of a modular building on the eastern portion of the site. They further stated that future stages were dependent upon funding sources and that they picked this site so they would not outgrow their needs in the near future.

II. ULTIMATE FACTS:

1. The site is not physically developed for an urban use at the present time, but is within close proximity to urban uses and annexation is needed to provide an adequate site for a community college campus.

2. The site can be serviced by all needed utilities including sewer, water, and electrical service. The sewer system will present the most critical problem, but the school has agreed to participate in the extension of the sewer system from Airport Road in the future and thus a temporary system (either holding tank, or small piped system into Walker Road) can service the early phases of development.
3. Annexation and zoning of this site as residential is appropriate because of a need for a community college satellite campus in Lebanon to allow for the movement of the college's present modular building to this site. The twenty acre site can provide adequate room for expansion to serve the needs of the community for years to come.
4. Auto oriented traffic to and from the site can be handled adequately by the existing and proposed streets in the area.
5. Utilization of this site for a school will have no adverse impacts on the Lebanon Airport because of the school's commitment to proper site development.
6. The site is within the Lebanon Urban Growth Boundary and annexation is needed before final acknowledgement of the Comprehensive Plan by L.C.D.C. because of the college's need to be established before the beginning of fall term.
7. Five (5) feet of additional right-of-way is needed along Stoltz Hill Road before urban development should occur.
8. Right-of-way is also needed for the extension of Walker Road and Airway Road.

III. CONCLUSIONS OF LAW

1. The proposed annexation is in conformance with Chapter 222 of the Oregon State Revised Statutes.
2. The proposed annexation is in conformance with the L.C.D.C. annexation rule because the site was shown to be in close proximity to an area characterized by urban uses and was shown to be needed for an immediate use.
3. The process followed in this request was in accordance with the requirements of the City of Lebanon Zoning Ordinance and meets the requirements of Goal 1 and 2 of the Oregon L.C.D.C. Planning Goals (Citizen's Involvement and Land Use Planning).

4. L.C.D.C. Goal 3 - Agriculture:

The site is located within the Lebanon Urban Growth Boundary and thus the site has been determined to be needed for urban uses in the near future. Thus this request is in conformance.

5. L.C.D.C. Goal 7 - Areas subject to natural hazard:

The site has a small portion located within an area subject to flooding. The area subject to flooding is very small and is located in an area where development is not planned, thus the request is in conformance with Goal 7.

6. L.C.D.C. Goal 11 - Public facilities and services:

This request is in conformance with Goal 11 because services can be provided.

7. L.C.D.C. Goal 12 - Transportation:

The site is located in an area where the basic automobile transportation network is already established to some degree. Both Stoltz Hill Road and Walker Road are major streets and thus along with extensions of Walker Road and Airway through the site, auto oriented transportation should be handled very well. The site is also located in close enough proximity to Lebanon to allow for bicycle and bus transport. Because of these facts the request is in conformance with Goal 12.

8. L.C.D.C. Goal 14 - Urbanization:

This request is in conformance because it has been determined through the Lebanon Comprehensive Planning process that the land is needed for future urban uses.

9. Lebanon Comprehensive Plan - 2-P-4 No. 2:

The request is not a noise generator and thus the request to annex and develop this site for a school is in conformance with this policy.

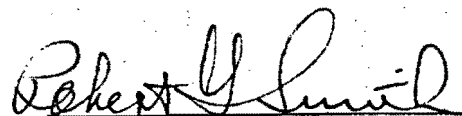
10. Lebanon Comprehensive Plan - 4-P-2 No. 1 "Annexations":

This request is in conformance with this policy because the site is within the Urban Growth Boundary and the site is needed for an immediate use. No other site was shown to be more suitable.

11. Lebanon Comprehensive Plan - 4-P-2 No. 3 "Annexations":

The applicant submitted preliminary plans which met the requirements of this policy.

ADOPTED by Council August 12, 1981.


Robert G. Smith, Mayor

Westech Engineering, Inc.

CONSULTING ENGINEERS AND PLANNERS



Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY ROLAND KING INSURANCE AGENCY 1175 MAIN STREET LEBANON, OR 97355 TEL: 253-3044 451-1313	COMPANIES AFFORDING COVERAGES COMPANY LETTER A SAFECO INSURANCE COMPANY COMPANY LETTER B COMPANY LETTER C COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED MORSE BROS., INC. P. O. Box 7 Lebanon, OR 97355	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	CP 925961	7-1-82	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$500	\$500
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(EACH ACCIDENT)

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
 COVERAGE FOR THE OPERATIONS OF THE INSURED AS PROVIDED UNDER THE COMPREHENSIVE LIABILITY POLICY.
 (Harrison Street Improvements - JO 733)

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER: CITY OF LEBANON 925 Main St. Lebanon, OR 97355

DATE ISSUED: September 10, 1981
 ROLAND KING INSURANCE AGENCY, INC.

 AUTHORIZED REPRESENTATIVE

City of Lebanon, Oregon
HARRISON STREET IMPROVEMENTS

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ADVERTISEMENT FOR BIDS

Sealed Proposals for the construction of, HARRISON STREET L.I.D. AND THE "A" STREET L.I.D., will be received by James D. Thompson, Lebanon City Administrator, at Lebanon City Hall, 925 Main Street, P. O. Box 247, Lebanon, Oregon 97355 until August 25, 1981, 2:00 p.m. at which time the sealed bids will be publicly opened and read. Proposals submitted after the above specified time shall not be received or opened.

For the "A" Street L.I.D. the work consists of: Approximately 160 l.f. of 28' wide street and 210 l.f. of 15' wide street (asphalt and concrete alternates), including curbs, gutters, sidewalks, driveway approaches, minor storm drainage and other related construction as required in the Plans and Specifications.

For the Harrison Street L.I.D. the work consists of: Approximately 200 l.f. of 36' wide street plus cul-de-sac (no concrete street alternate) including, curb and gutter, sidewalk, driveway approaches, minor storm drainage and other related construction as required in the Plans and Specifications.

The plans and bidding documents may be examined or obtained at the office of the City Engineer, City Hall, Lebanon, Oregon. Copies of the Standard Construction Specifications may be obtained for a deposit of twenty-five (\$25) dollars for both projects or fifteen (\$15) dollars for one project.

Bidders shall be prequalified in accordance with the requirements set forth by the City of Lebanon prior to the opening of the bids. Prequalification forms may be obtained from the office of the City Engineer.

No proposal shall be considered unless said proposal contains a statement by the bidder that the provisions required by ORS 279.350 Workmen of Public Works to be Paid Not Less than Prevailing Rate of Wage shall be included in his contract. Bidders shall comply with all requirements set forth in Chapter 279 and such other applicable sections of the Oregon Revised Statutes.

All proposals shall be submitted on the prescribed form and in the manner as indicated in the Information for Bidders and said proposal shall be accompanied by a certified or cashiers check or bid bond in the amount of ten percent (10%) of the total amount of the proposal for each project. The bid bond shall be issued by a surety authorized and licensed to issue such bonds in the State of Oregon, conditioned that the bidder will pay the City of Lebanon, as liquidated damages, the amount specified in the bond, unless he enters into a contract in accordance with his Proposal and furnishes the performance bond with surety satisfactory to the City of Lebanon in an amount equal to one hundred per cent (100%) of the contract price and insurance certificate within ten (10) days from the date on which he is notified that he is the successful bidder. If the bidder fails to enter into the contract and furnish the performance bond within ten (10) days from the date on which he is notified that he is the successful bidder, his check (or bid bond) and the amount thereof shall be forfeited to the City of Lebanon.

The City of Lebanon reserves the right to accept the proposals and award a contract to the lowest responsible bidder; to postpone the acceptance of the Proposal and the award of the contract for a period not to exceed thirty (30) days; or to reject any and all proposals received and further advertise the project for bids. When awarded a contract, the successful bidder shall promptly execute the contract and shall furnish a performance and payment bond in the full amount of the contract price.

THE CITY OF LEBANON, OREGON

August 13, 1981

INFORMATION FOR BIDDERS

1. PROJECT DATA AND REQUIREMENTS

- a. Name: Harrison Street Improvements
- b. Location: Lebanon, Oregon
- c. Owner: City of Lebanon, Oregon
- d. Financing: Property assessment from LID.
- e. Starting and Completion Times: Work is to commence within 10 calendar days of the date of the notice to proceed and shall be completed within 45 working days thereafter.
- f. Liquidated Damages: Liquidated damages shall apply against the Contractor and accrue to the Owner at the rate of Fifty Dollars (\$50.00) per day for each and every day that the project remains uncompleted beyond the time limit as specified above.
- g. Schedule of Prices, Basis of Award: Work is being offered in one schedule. Each item in the schedule is to be bid. If awarded, the contract will be awarded to the lowest responsible bidder.
- h. Owner's Engineer: Westech Engineering, Inc., 3421 25th Street SE, Salem, Oregon 97302, 585-2474. Project Engineer: Steve Ward.
- i. Sanitary Sewer: City of Lebanon (451-1021)
- j. Gas: Northwest Natural Gas Company (585-6611)
- k. Power and Water: Pacific Power and Light (258-3188)
- l. Telephone: Pacific Northwest Bell Telephone Co. (371-1499)
- m. Bonding: A one hundred percent (100%) performance-payment bond is required of the successful bidder. A ten percent (10%) bid bond will be required with each bid.
- n. Prevailing Wages: Contractors must pay the prevailing wage rates as established by the Bureau of Labor and in accordance with ORS 379.348-379.356.
- o. Project Inspection: The City of Lebanon will perform all inspection for this project. Contractor to cooperate with the inspector in his performance of inspection, testing, etc.
- p. Prequalification: Bidders must be prequalified by the City of Lebanon or the Oregon State Department of Transportation. Application for or proof of prequalification must be submitted with all bids.

2. GENERAL

Bidders are requested to carefully study and conform to these instructions in order that their proposals as submitted be in proper form, complete, and acceptable.

3. BID INFORMATION

a. Invitation for Bids:

The Owner invites bids from qualified contractors for his project in the manner herein provided. The date and time of bid opening, the location at which bids are to be received and opened, the locations at which the project documents may be obtained or examined and deposit requirements therefor, and other relevant data are set forth in the preceeding form entitled "Advertisement for Bids" This "Advertisement for Bids" may be made public, or may be directed only to selected contractors at the option of the Owner, subject to any laws or regulations imposed by governmental or participating agencies.

b. Preparation of Proposals:

Bids are to be submitted on the formal proposal forms attached hereto or issued separately to contractors who have prequalified with the Owner. All blanks of the proposal forms must be appropriately filled in. Proposal forms must be signed in ink by the bidder, his duly authorized officer or legally authorized agent, and the correct legal status and current business address of his organization must be clearly shown. In the case where a bidder is dealing under an assumed trade name, a certified copy of certificate thereof, as filed with the appropriate county or state office pursuant to law, shall accompany the proposal. When an unincorporated organization wishes to submit a bid, the name and residence address of each member must be inserted.

The name and business address of the Surety furnishing the bid security must be included on the proposal forms; such Surety must be licensed to do business in the state where the project is located.

A price shall be submitted on each and every item included in the schedule or group on which bids are requested. Any omission of prices on such items shown on the proposal forms, or any additions in writing or entering on conditions or limitations not specifically provided for on these forms, will render the proposal informed and may be cause for its rejection. In the event of discrepancies between unit prices and total prices, the unit prices shall govern.

c. Submission of Proposals:

Each bid must be submitted on the prescribed form and accompanied by a bid security as described hereinafter. The bid proposal and bid security shall be enclosed to-

gether in a sealed envelope addressed to the Owner, and bearing on the outside the name and address of the bidder, the name of the project for which the bid is submitted, the time and date of the bid opening, and clearly marked "Bid." Proposals shall be mailed or delivered to the address named in the Advertisement For Bids, and must be in the hands of the Owner prior to the time set for bid opening.

d. Treatment of Proposals:

Proposals received before the time of bid opening will be securely kept, unopened. No responsibility will be borne by the Owner for premature opening of a proposal not properly addressed and identified. Telegraphic bids shall not be considered, but modifications by telegraph of bids already submitted shall be considered if received before the time set for the bid opening. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informalities or reject any and all bids. No proposal, received after the time set for the bid opening shall be considered.

Within 30 days after opening of the proposals, the Owner shall act upon them. The acceptance of a proposal shall be a notice in writing signed by a duly authorized representative of the Owner; no other act of the Owner shall constitute acceptance of a proposal. The Owner's acceptance of a proposal shall bind the successful bidder to execute the contract with the Owner, and thereby become bound to the terms and conditions of these contract documents.

e. Withdrawal of Proposals:

Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. No proposal may be withdrawn after the time specified for the opening of bids; each proposal submitted shall hold firm for a period of 30 days after the actual date of bid opening. Negligence on the part of the bidder in preparing the proposal confers no right on the bidder for withdrawal of the proposal after it has been opened.

f. Basis of Award:

If awarded, the contract shall be awarded to the lowest qualified and responsible bidder subject to an assessment of the conditions which may or may not accompany his proposal.

g. Owner's Right of Rejection:

The Owner expressly reserves the right to reject any and all bids for any reason whatsoever, and assumes no liability for so doing. Proposals may be rejected for any of the following reasons: Failure to conform to the instructions herein in submitting a proposal; failure to include bid security with proposal; evidence exists that the bid is unreasonably unbalanced; or that there is reason to believe that collusion exists between or among bidders.

4. BID SECURITY

Each bid must be accompanied by a certified check of the bidder, or bid bond duly executed by the bidder as principal and having as surety thereon a surety company acceptable to the Owner and licensed to issue such bonds in the state where the project is located, in the amount of 10% of the bid. Each bid security must be made payable to the Owner, in the event that the selected bidder fails to enter into contract with the Owner and furnish the necessary contract bonds within 10 days after he has received notice of the acceptance of his bid, the proceeds of his bid security shall be forfeited to the Owner. Bid securities shall be returned to all except the 3 lowest bidders within 5 days after the opening of bids; the remaining securities shall be returned promptly after the Owner and the accepted bidder have executed the contract. If no award is made within 30 days after the date of bid opening, the remaining securities will be returned thereafter upon demand of the bidders affected.

5. CONTRACT EXECUTION

The party to which this contract has been awarded shall within 10 days of the date of the Notice of Award sign the necessary forms and enter into the contract with the Owner, and furnish the necessary bonds on forms satisfactory to the Owner. No proposal shall be binding on the Owner prior to the execution of the Contract. Only upon delivery of the executed Contract and the acceptable bonds to the Owner, and upon receipt of the Notice to Proceed from the Owner or his duly authorized representative may the contractor enter upon the project site and proceed with the work under this Contract.

6. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as the security for faithful performance of this Contract and for the payment of all persons performing labor or furnishing materials in connection with this Contract, as specified in the General Conditions included herewith. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. Attorneys-in-fact who sign any bonds required by these contract documents; must file with each bond a certified and effectively dated copy of their power of attorney.

7. OBLIGATION OF BIDDER

At the time of the opening of bids each bidder will be considered as having thoroughly familiarized himself with the project site and working conditions, and the project plans and contract documents including all addenda. The failure of any bidder to fully examine and acquaint himself with the project site conditions and any contract form, instrument or document shall in no way

relieve him from any obligation in respect of his bid.

Should a bidder find any discrepancy or omission in the project plans and specifications, or should he be in doubt as to the meaning or intent of any portion thereof, he shall be responsible for securing an interpretation of same from the Engineer. Any and all such interpretations, corrections or supplemental instructions will be in the form of written addenda to the specifications, which shall become a part of the contract documents. These addenda will be issued by certified mail with return receipt requested to all parties holding contract documents and appearing as "planholders" on the list of such compiled by the Engineer for the project; it shall be the responsibility of each bidder to provide his true and current business address for the planholders list. Requests for interpretations or corrections must be received by the Engineer at least 5 days prior to the date fixed for the opening of bids; addenda, if required, will be issued by the Engineer not later than 3 days prior to the bid opening date. All proposals opened will be understood to be based upon the corrections or interpretations as issued by addenda, and all bidders shall be bound thereto.

8. STARTING AND COMPLETION DATES; LIQUIDATED DAMAGES

Bidder must agree to commence work on or before a date to be specified in the Notice to Proceed, which date shall be within 10 days of the date of the Notice to Proceed, and to fully complete the project within the number of days allowed and specified under Item 1.e of the Information for Bidders herewith. The bidder must also agree to pay as liquidated damages, if any, the per diem sum noted under Item 1.f of the Information for Bidders herewith, for each and every consecutive calendar day that the project remains uncompleted beyond the completion date as established above.

9. QUALIFICATIONS OF BIDDER

Attention is called to the prequalification requirements of the Oregon Revised Statutes, latest revised edition, specifically the provisions of ORS 279.039 through ORS 279.047. The contracting agency or Owner party to this agreement intends to comply fully with these statutes and the Contractor party must agree to also comply with these statutes. Signing of the Contract form herein contained signifies the Contractor's intention of compliance.

10. SUBCONTRACTS

The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner. At the Owner's request, and within 12 hours after the bid opening time, the 3 low bidders may be required to submit a complete list of all proposed subcontractors and the portion of the work which is intended to be assigned to each.

11. LAWS AND REGULATIONS

The bidders attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full, specifically the applicable provisions of Oregon Law relating to public contracts (ORS Chapter 279).

PROPOSAL

City of Lebanon
925 Main Street
Lebanon, OR 97302

Gentlemen:

The undersigned bidder declares that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud and that it is made without collusion with any representatives of the Owner.

The bidder further declares that: a) he has examined the plans, specifications, and other proposed contract documents; b) he has determined the extent, character, and location of the proposed work, the nature and type of excavation to be done, the location and condition of existing streets and roadways giving access to the site of the work, and topography of the site of the work; and c) he has personally inspected the site of the work and has satisfied himself as to the conditions of the work and materials as included herein is brief and is intended only to identify the said quantities with detailed requirements of the contract documents.

The bidder does hereby propose to furnish all materials, tools, equipment, and appliances, and to perform all labor and work necessary to construct and complete the project entitled:

Harrison Street Improvements

and all specified work appurtenant thereto, and in connection with this project for the Owner with the time limit specified, and in accordance with plans, specifications and change order documents prepared by Westech Engineering, Inc., for the sums set forth in the following schedule of prices.

Harrison Street Improvements
Lebanon, Oregon

PROPOSAL SCHEDULE OF PRICES

Item	Description	Quantity	Unit	Unit Price	Total Cost
1.	Earthwork	---	L.S.	5,150.⁰⁰ 5,150.⁰⁰	5,150. ⁰⁰
2.	1 1/2"-0" Baserock in Place	531	Tons	<u>9.⁶⁰</u>	<u>5,097.⁶⁰</u>
3.	3/4"-0" Leveling Rock in Place	156	Tons	<u>10.⁶⁰</u>	<u>1,653.⁶⁰</u>
4.	Curbwork Complete				
	a. Type "A"	567	L.F.	<u>5.²⁰</u>	<u>2,948.⁴⁰</u>
	b. Extruded P.C.C.	40	L.F.	<u>2.⁴⁰</u>	<u>96.⁰⁰</u>
5.	P.C.C. Sidewalk/Driveways in Place	2911	S.F.	<u>1.³⁰</u>	<u>3,784.³⁰</u>
6.	P.C.C./A.C. Saw Cut	258	L.F.	<u>85¢</u>	<u>219.³⁰</u>
7.	Class "B" A.C. Pavement Base Course	135	Tons	<u>34.⁵⁵</u>	<u>4,664.²⁵</u>
8.	Class "C" A.C. Pavement Finish Course	100	Tons	<u>35.⁵⁵</u>	<u>3,555.⁰⁰</u>
9.	Barricades - Complete	2	Ea.	<u>250.⁰⁰</u>	<u>500.⁰⁰</u>
10.	Trench Excavation & Backfill				
	a. Class I	78	L.F.	<u>11.⁶⁰</u>	<u>904.⁸⁰</u>
	b. Class III	63	L.F.	<u>0-</u>	<u>0-</u>
11.	Storm Drain Pipework & Appurtenances				
	a. 6" D.I. Pipe	30	L.F.	<u>10.¹⁰</u>	<u>303.⁰⁰</u>
	b. 4" P.V.C. Weep Hole Drains	111	L.F.	<u>0-</u>	<u>0-</u>
12.	Catch Basins Complete				
	a. Curb Inlet	1	Ea.	<u>525.⁰⁰</u>	<u>525.⁰⁰</u>
	b. Std. Catch Basin	1	Ea.	<u>450.⁰⁰</u>	<u>450.⁰⁰</u>
13.	Landscaping	---	L.S.	<u>1,715.⁰⁰</u>	<u>1,715.⁰⁰</u>
TOTAL					<u>31,566.²⁵</u>

The conditions or qualifications upon which the undersigned bidder will accept award of the Contract, are as follows:

The undersigned agrees that, if awarded the Contract, he will commence work within 10 calendar days after the date of receipt of written Notice to Proceed and that he will complete the work within the specified number of days set forth in the Information for Bidders.

Enclosed is a bid guarantee consisting of bid bond drawn on Safeco Ins Co in the amount of \$ 10% of Bid

The undersigned certifies that:

- (a) He has examined the site of the work.
- (b) He understands the manner of payment for the cost of the Project.
- (c) He has received and duly considered the following Addenda to the specifications and the following revisions or additions to the plans:

Addenda: No. _____ to No. _____ inclusive.

Plan Revision Sheets: Nos. _____

Plan Addition Sheets: Nos. _____

The undersigned agrees that upon written acceptance of this bid, he will, within (10) days of receipt of such notice, execute a formal contract agreement with the Owner in the form attached hereto, and that he will provide acceptable Performance Payment Bond. In case of default in execution of the contract or in delivery of an acceptable bond, the bid guarantee accompanying this Proposal shall be forfeited to, and remain the property of, the Owner.

In submitting this bid, it is understood that the Owner reserves the right to reject any and all bids, to adjust the scope of the work within reasonable limits, and to postpone award for a reasonable time.

Dated at Lebanon this 25th day of August, 1981

MORSE BROS., INC.

Name of Firm

Business Address

P.O. Box 7 Lebanon, Oregon 97355

Signature of Responsible Official

x 

R. H. BELLINGER
ADMINISTRATIVE VICE PRESIDENT

Title

State of Incorporation

Oregon

Names of Partners

J. D. Morse, W. F. Morse, J. W. Morse

CONTRACT

THIS AGREEMENT, made on the 11th day of September, 1981,
by and between the CITY OF LEBANON, OREGON, a Municipal Corporation,
party of the first part, hereinafter called the Owner, and
MORSE BROS. INC.,
party of the second part, hereinafter called the Contractor.

WITNESSETH, that the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I - SCOPE OF THE WORK

The Contractor hereby agrees to furnish: _____

and to perform all work shown on the drawings and described in the specifications for the project as prepared by WESTECH ENGINEERING, INC., Salem, Oregon, hereinafter referred to as Engineer; entitled: HARRISON STREET L.I.D.

The work shall include those items named in the Proposal dated August 25, 1981, as follows:

See Proposal Section P

and shall be in accordance with the requirements and provisions of the Contract Documents as defined in the "General Conditions of the Contract" which Contract Documents are enclosed herewith, and are hereby made a part of this Agreement.

The Contractor also agrees to comply with all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279) which by this reference are incorporated in the contract and made a part hereof.

ARTICLE II - TIME OF COMPLETION

The work to be performed under this Contract shall be commenced within 10 calendar days after the date of written notice by the Owner to the Contractor to proceed. The work shall be completed:

within forty-five (45) working days after the date of the notice to proceed.

with such extensions of time as are provided for in the "General Conditions of the Contract."

ARTICLE III - PAYMENT

A. The Owner shall pay to the Contractor for the performance of the work the total amounts determined by the total number of each of the units of work actually completed as named in the Schedule of Prices shown in the Proposal and the unit prices stated thereafter. Based upon the estimated quantities and the stated unit prices, the total contract sum is Thirty-one Thousand Five Hundred Sixty-five -----dollars and forty-five cents (\$ 31,565.45).

B. Progress Payments

Progress Payments shall be made in accordance with Section 25 of the "General Conditions of the Contract."

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first written above.

CITY OF LEBANON, OREGON
By Robert G. Smith Title Mayor By James D. Thompson Title City Recorder Owner

MORSE BROS., INC. Contractor
By R. H. Bellinger Title R. H. BELLINGER ADMINISTRATIVE VICE PRESIDENT By _____ Title _____

Approved as to Form: J. D. [Signature] Attorney for Owner

PERFORMANCE--PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we (1) Morse Bros., Inc.
hereinafter called "Principal" and a (2) Corporation
of Seattle, State of Washington, here-
inafter called the "Surety," are held firmly bound unto (3) City of Lebanon, Oregon, hereinafter called
"Owner" in the penal sum of thirty-one thousand, five hundred
sixty five and 45/100 Dollars (\$ 31,565.45)
in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, our heirs, executors, admini-
strators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal
entered into a certain contract with the Owner, dated the 10th day of
September, 1981, a copy of which is hereto attached and
made a part hereof for construction of:

Harrison Street Improvements

JO 733

NOW, THEREFORE, if the Principal shall well, truly and faithfully
perform its duties, all the undertakings, covenants, terms, conditions,
and agreements of said contract during the original term thereof, and
any extensions thereof which may be granted by the Owner, with or
without notice of the Surety, and if he shall satisfy all claims and
demands incurred under such contract, and shall fully indemnify and save
harmless the Owner from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the Owner all
outlay and expense which the Owner may incur in making good any default,
and shall promptly make payment to all persons, firms, subcontractors,
and corporations furnishing materials for of performing labor in the
prosecution of the work provided for in such contract, and any authorized
extension or modification thereof, including all amounts due for materials,
lubricants, oil, gasoline, coal and coke, repairs on machinery, equip-
ment and tools, consumed or used in connection with the construction of
such work, and all insurance premiums on said work, and for all labor,
performed in such work whether by subcontractor or otherwise, then this
obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby sti-
pulates and agrees that no charge, extension of time, alteration or
addition to the terms of the contract or to the work to be performed
thereunder or the specifications accompanying the same shall in any wise
affect its obligation on this bond, and it does hereby waive notice of
any such charge, extension of time, alteration or addition to the terms
of the contract or to the work or to the specifications.

PROVIDED, FURTHER, the principal herein shall pay all contributions
or amounts due the State Industrial Accident Fund and the State Un-
employment Compensation Trust Fund for said principal or subcontrac-
tors incurred in the performance of said contract, and pay

all sums of money withheld from the employees of said principal and payable to the State Tax Commission pursuant to ORS 316.711, and shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care or attention incident to sickness or injury to the employees of such principal; and shall pay all other just debts, dues and demands incurred in the performance of the said contract and shall pay the Owner, such damages as may accrue to the Owner 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.

This bond is given and received under the authority of Chapter 279, Oregon Revised Statutes, the provisions of which are hereby incorporated into this bond and made a part hereof.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in six (6) counterparts each one of which shall be deemed an original, this 10th day of Sept., 1981.

ATTEST:

x *R. H. Bellinger*
(Principal) ~~Secretary~~
R. H. BELLINGER
ASSISTANT SECRETARY

MORSE BROS., INC.

Principal
By *J. Franklin Morse* (S)
Executive Vice-President
P.O. Box 7 Lebanon, OR 97355
(Address)

(SEAL)

Luan Dannelly
Witness to Principal
P.O. Box 7 Lebanon, OR
(Address)

Safeco Insurance Co.
Surety

ATTEST:

(Surety) Secretary

By *Mitchel R. Gordon*
Attorney-in-fact Mitchel R. Gordon
P.O. Box 157, Lebanon, OR 97355
(Address)

(SEAL)

Witness as to Surety
P.O. Box 157 Lebanon, OR
(Address)

- NOTE: Date of Bond must not be prior to date of Contract
- (1) Correct name of Contractor
 - (2) A Corporation, a Partnership or an Individual, as case may be
 - (3) Correct name of Surety
 - (4) Correct name of Owner
 - (5) If Contractor is Partnership, all partners should execute bond



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7160

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

-----MITCHEL R. GORDON, Lebanon, Oregon-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **SAFECO INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 22nd day of January, 1980

W.D. Hammersla
W.D. HAMMERSLA, SECRETARY

Bruce Maines
BRUCE MAINES, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,
(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 10th day of September, 1981



W.D. Hammersla
W.D. HAMMERSLA, SECRETARY



SAFECO INSURANCE COMPANY OF AMERICA
 GENERAL INSURANCE COMPANY OF AMERICA
 FIRST NATIONAL INSURANCE COMPANY
 OF AMERICA
 HOME OFFICE: SAFECO PLAZA
 SEATTLE, WASHINGTON 98185

BID BOND

KNOW ALL BY THESE PRESENTS, That we, MORSE BROS., INC.

of Lebanon, Oregon (hereinafter called the Principal),
 as Principal, and SAFECO INSURANCE COMPANY OF AMERICA (hereinafter called the Surety), as Surety, are held and
 firmly bound unto

City of Lebanon, Oregon

(hereinafter called the Obligee) in the penal sum of ten percent of the bid

Dollars (\$ 10%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors
 and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit
 a proposal to the Obligee on a contract for

Harrison Street Improvements

JO 733

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as
 may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the
 Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full
 force and effect.

Signed and sealed this 25th day of August, 19 81.

Juan L. Donnell
 Witness

MORSE BROS., INC. (Seal)

Principal

R. H. Bellinger
 R. H. BELLINGER Title

ADMINISTRATIVE VICE PRESIDENT

SAFECO INSURANCE COMPANY OF AMERICA

By Mitchel R. Gordon
 Mitchel R. Gordon Attorney-in-Fact



POWER OF ATTORNEY

SAFECO INSURANCE COMPANY OF AMERICA
HOME OFFICE: SAFECO PLAZA
SEATTLE, WASHINGTON 98185

No. 7160

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA**, a Washington corporation, does hereby appoint

-----MITCHEL R. GORDON, Lebanon, Oregon-----

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind **SAFECO INSURANCE COMPANY OF AMERICA** thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** has executed and attested these presents

this 22nd day of January, 1980

W.D. Hammersla
W. D. HAMMERSLA, SECRETARY

Bruce Maines
BRUCE MAINES, PRESIDENT

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. — FIDELITY AND SURETY BONDS . . . the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business . . . On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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SAFECO INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

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(i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,
the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, W.D. Hammersla, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 25th day of August, 1981



W.D. Hammersla
W. D. HAMMERSLA, SECRETARY

MORSE BROS INC



CONSTRUCTION DIVISION
32260 HIGHWAY 34
TANGENT, OREGON 97389
TELEPHONE (503) 928-6491

TO: CITY OF LEBANON

SUBJECT: Prevailing Wage Rates

We hereby certify that all provisions of ORS
279.350 will be complied with.

MORSE BROTHERS, INC.

A handwritten signature in black ink, appearing to read "Frank Morse".

Frank Morse
Executive Vice President

FM/hj

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1. CONTRACT DOCUMENTS: The Contract comprises the documents hereinafter enumerated, together with all additions, deletions, or modifications incorporated therein prior to execution of the Contract:
 - a. Legal and Procedural Documents
 - 1) Advertisement for Bids
 - 2) Information for Bidders
 - 3) Proposal and Proposal Guaranty
 - 4) Contract
 - 5) Performance Bond
 - b. General Conditions
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 - e. Miscellaneous Documents (As Applicable)
 - 1) Payment Bond
 - 2) Supplemental General Conditions
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Unless noted in the Special Conditions to the contrary, the Contract Documents shall be signed in quadruplicate by the Owner and the Contractor. These executed counterparts of the Contract Documents are to be filed with the Owner, the Contractor, the Engineer and the Contractor's Surety.

2. DEFINITIONS: The following terms as used in this Contract are respectively defined as follows:
 - a. "Contract": The agreement covering the performance of the work described in the Contract Documents including all supplemental agreements thereto, and all general and special provisions pertaining to the work or materials therefor.
 - b. "Owner": The person, firm, organization, or corporation named in the Contract Documents for whom the work described herein shall be performed.
 - c. "Engineer": The firm of Westech Engineering which has been retained by the Owner to furnish engineering services for the work.
 - d. "Contractor": A person, firm, or corporation with whom the Contract is made by the Owner.
 - e. "Subcontractor": A person, firm, or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
 - f. "Surety": A person, firm, or corporation who executes the Contractor's Performance Bond, and the Contractor's Payment Bond when required.

- g. "Work": Work shall mean all materials, equipment, and other items for which the Contract Documents are prepared, and the incorporation of same into the project by the Contractor or any Subcontractor, and includes transportation of materials and supplies to and from the site of the work.
- h. "Extra Work": All additional labor, materials, equipment or other incidentals as required to complete the Contract for the purpose for which it was intended, but which was not shown on the Contract drawings or called for in the Contract specifications, or which is desired by the Owner in addition to the work required by the Contract Documents.
- i. "Proposal Guaranty": The cashier's check or Bid Bond accompanying the Proposal submitted by the Bidder as a guaranty that he will enter into a contract with the Owner for the construction of the work, if the Contract is awarded to him.
- j. "Performance Bond": The approved form of security furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
- k. "Payment Bond": The approved form of security, when required, furnished by the Contractor and his Surety as a guaranty of good faith on the part of the Contractor to promptly make payments to all claimants for all labor and materials used in the performance of the Contract.
3. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS: The Contractor will be furnished additional instructions and detail drawings necessary to carry out the work included in the Contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Engineer will prepare jointly (a) a schedule fixing the dates at which special drawings will be required, such drawings, if any, to be furnished by the Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of shop drawings, the beginning of manufacture, testing and installation of materials, supplies, and equipment, and the completion of various parts of the work; each such schedule to be subject to change from time to time in accordance with the progress of the work.
4. SHOP OR SETTING DRAWINGS: The Contractor shall submit promptly to the Engineer three copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Engineer and return thereof, the Contractor shall make such corrections to the drawings as have been indicated, and shall furnish the Engineer with three corrected

copies. Regardless of corrections made in or approval given to such drawings by the Engineer the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications, unless he notifies the Engineer, in writing, of any deviations at the time he furnishes such drawings.

5. MATERIALS, SERVICES AND FACILITIES: It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, sanitary facilities, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.

Any work necessary to be performed after regular hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

6. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.
7. INSPECTION AND TESTING OF MATERIALS: All materials and equipment used in the construction of the project shall at all times be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Engineer with the Owner's approval. The Owner will pay for all laboratory inspection service direct, and not as a part of the Contract.

The Contractor shall presubmit samples of materials and complete specifications and drawings representing equipment contemplated for use on the work, to the Engineer for approval prior to ordering same. The Engineer shall be the sole authority as to the acceptability of intended materials and equipment in relation to project requirements.

8. "OR EQUAL" CLAUSE: Whenever an article, material, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, tradenames, catalogue numbers, etc., it is intended merely to establish a standard; and, any article, material, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the article, material, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be pur-

chased or installed by the Contractor without the Engineer's written consent. Manufactured articles, materials, or equipment shall be installed, applied, conditioned, or otherwise used in accordance with the manufacturers' instructions unless noted to the contrary in the Technical Specifications.

9. PATENTS: The Contractor shall hold and save the Owner and its Officers, agents, representatives, and employees harmless from liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.

License or royalty fees for the use of a process which is authorized by the Owner must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

If the Contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood that without exception, the Contract prices shall include all royalties or costs arising from the use of such design, device or materials in any way involved with the work. The Contractor and/or his Surety shall indemnify and save harmless the Owner from any and all claims for infringement by reason of the use of such design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. SURVEYS. PERMITS AND REGULATIONS: Unless otherwise expressly provided for in the Technical Specifications, the Owner will furnish to the Contractor control surveys necessary for the execution of the work; the Contractor shall work from such base lines, stakes, benchmarks, or other reference points as required by the Technical Specifications. Work done without lines and grades may be ordered removed by the Engineer if necessary.

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract, unless specifically noted otherwise in the Contract Documents. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work, the protection of adjacent properties, and the maintenance of passageways, guard fences or other protective facilities. The Contractor shall provide for the safety and convenience of the public during the prosecution of his work by approved methods.

11. CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract, the Contract Plans and Specifications, and any and all supplemental plans and specifications, and in accordance with the directions of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant, and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on, and complete the entire work to the satisfaction of the Owner and Engineer.

The right of general supervision on the part of the Owner shall not make the Contractor an agent of the Owner; the Contractor shall be solely responsible and liable for any damages resulting to persons, properties, firms, or other organizations from the execution of his work.

12. WEATHER CONDITIONS: In the event of temporary suspension of the work or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged by reason of failure on the part of the Contractor or any of his subcontractors to so protect his work, such materials shall be removed and replaced at the expense of the Contractor.

13. PROTECTION OF WORK AND PROPERTY-EMERGENCY: The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard his own work, and adjacent properties from damage. The Contractor shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the Contract or by the Owner, or the Owner's representatives. The Contractor shall restore or replace each and every facility damaged by him to a condition equal or superior to the original condition.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Engineer, in a diligent manner. He shall notify the Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Engineer for approval, if payment for same has not been negotiated and settled beforehand.

Where the Contractor has not taken action but has notified the Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed

by the Engineer, but such instructions do not relieve the Contractor from the responsibility of providing adequate protective works to the best of his ability. The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided for in Paragraph 17 of these General Conditions.

14. INSPECTION: The authorized representatives and agents of the Owner and controlling agencies shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.
15. REPORTS, RECORDS AND DATA: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract, and in compliance with controlling agency requirements.
16. SUPERINTENDENCE BY CONTRACTOR: At the site of the work the Contractor shall maintain a suitable field office, and shall employ a qualified construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Engineer and shall be one who can be continued in that capacity for the particular job involved, unless he ceases to be on the Contractor's payroll. The address and telephone number where the Contractor's superintendent can be reached at all times during the construction period shall be furnished the Owner and the Engineer.
17. CHANGES IN WORK: No changes in the work covered in the Contract Documents shall be made without having prior written approval from the Owner. No oral order, objection, claim or notice by any party to the others shall affect or modify the terms or obligations of the Contract. Charges or credits for the work covered by the approved change shall be determined by one or more of the following means:
 - a. Unit bid prices previously approved shall govern if applicable.
 - b. An agreed lump sum.
 - c. The actual cost of:
 - 1) Labor, including foreman;
 - 2) Materials entering permanently into the work;
 - 3) The ownership or rental cost of construction plant and equipment during the time of use on the extra work;
 - 4) Power and consumable supplies for the operation of equipment;
 - 5) Insurance;
 - 6) Social Security and old age and unemployment contributions.

To the cost under item (c) there shall be added a fixed fee to be agreed upon but not to exceed fifteen percent (15%) of the estimated

cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, profit, bond and any other general expenses.

18. EXTRAS: Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the Contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the Proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Engineer, acting officially for the Owner, and the price is stated in such order.
19. TIME FOR COMPLETION AND LIQUIDATED DAMAGES: It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the Contract of the work to be done hereunder are essential conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall commence on a date to be specified in the Notice to Proceed. For purpose of this Contract, the Contractor's placement of orders for materials shall be construed as the commencement of the work.

The Contractor agrees that said work shall be prosecuted regularly, diligently, and uninterruptedly at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Owner and the Contractor, that the time for completion of the work described herein is a reasonable time for the completion of same, taking into consideration the average climatic range and usual industrial conditions prevailing in the locality.

If the Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Owner and the Contractor because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates if necessary.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are reasonable to the Owner; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in the completion of the work is due:

- a. To any preference, priority or allocation order duly issued by the Government;
 - b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Owner, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather; and
 - c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in items (a) and (b) of this article; Provided further, that the Contractor shall, within ten days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner in writing of the causes of the delay, who shall ascertain the facts and extent of the delay and notify the Contractor of his decision in the matter within a reasonable time.
20. CORRECTION OF WORK: All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected by the Contractor at his own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid the Contractor hereunder shall be reduced by such amount as in the judgment of the Engineer shall be equitable. Existing facilities or appurtenances which are damaged, disturbed or removed as a result of the Contractor's operations shall be restored to original condition or replaced in kind to the satisfaction of the Engineer.

21. SUBSURFACE CONDITIONS FOUND DIFFERENT: Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Engineer of such conditions before they are disturbed. The Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications, he will at once make such changes in the plans and/or specifications as he may find necessary, and any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of these General Conditions.

The Engineer represents only that the information on subsurface conditions supplied by him is indicative only of the conditions prevailing at the times and locations of the Engineer's tests. The Contractor shall undertake whatever tests he considers necessary to fully acquaint himself with subsurface conditions existing at the site of the work, and shall base his bid thereon.

22. CLAIMS FOR EXTRA COSTS: No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner, as aforesaid, and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17 (c) herewith, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost when requested by the Owner, and give the Owner access to all accounts relating thereto.
23. RIGHT OF THE OWNER TO TERMINATE CONTRACT: In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten days after serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor, and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten days from the date of mailing to such Security of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may take possession of and utilize in completing the work such materials, appliances and plant as may be on the site of the work and necessary therefor.

24. CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES: Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Engineer an estimated construction progress schedule in form satisfactory to the Engineer, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish (a) a detailed estimate giving a complete breakdown of the Contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

25. PAYMENTS TO CONTRACTOR:

- (a) Not later than the 15th day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceeding calendar month under this Contract, but to ensure the proper performance of this Contract the Owner shall retain five percent (5%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- (d) All requests for payments shall be submitted by the Contractor to the Engineer on or before the 3rd day of each month for the previous month's work. The Engineer shall act on such requests for payments within 5 days of receipt of same by advising the Owner of the Engineer's decisions in the matter, unless noted to the contrary elsewhere in the Contract Documents.
- (e) Owner's right to withhold certain amounts and make application thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of

the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills of which the Owner has written notice direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety.

In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as payment made under the Contract by the Owner to the Contractor, and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26. ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final request for payment is paid. The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however final or otherwise, shall operate to release the Contractor or his Surety from any obligations under this Contract or the Performance and Payment Bond.
27. PAYMENTS BY CONTRACTOR: The Contractor shall pay for (a) all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) all materials, tools, and other expendable equipment to the extent of 90% of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the work, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) all work done by his subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractors interest therein.
28. CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE: The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance

has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and shall maintain during the life of this Contract, Contractor's Public Liability Insurance, Contractor's Property Damage Insurance, and Vehicle Liability Insurance in the following amounts:
1. Injury or death of one person \$100,000
 2. Injury to more than one person in a single accident - \$200,000
 3. Property damage - \$50,000
- (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his subcontractors to procure and maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in subparagraph (b) hereof, or (2) insure the activities of his subcontractor's in his own policy, specified in subparagraph (b) hereof.
- (d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his subcontractors respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract.
- (e) PROOF OF CARRIAGE OF INSURANCE: The Contractor shall furnish

the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statements: " The insurance covered by this certificate will not be cancelled or materially altered, except after ten days written notice has been received by the Owner".

- (f) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Contractor is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and the subcontractors as their interests may appear.
29. CONTRACT SECURITY: The Contractor shall furnish a Performance Bond in an amount at least equal to one hundred percent (100 %) of the Contract price as security for the faithful performance of this Contract, and also a Payment Bond as required by the Supplemental General Conditions in an amount not less than fifty percent (50 %) of the Contract price, or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Performance Bond and the Payment Bond may be in one or in separate instruments in accordance with local law. Before final acceptance each bond must be approved by the Owner.
30. ADDITIONAL OR SUBSTITUTE BOND: If at any time the Owner for justifiable cause, shall be or become dissatisfied with any surety or sureties that issued the Performance or Payment Bonds, the Contractor shall within five days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.
31. ASSIGNMENTS: The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Contract.
32. MUTUAL RESPONSIBILITY OF CONTRACTORS: If, through acts of neglect

on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. SEPARATE CONTRACTS: The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Engineer immediately of lack of progress or defective workmanship on the part of other contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. SUBCONTRACTING:

- (a) The Contractor may utilize the services of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- (b) The Contractor shall not award any work to any subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require.
- (c) The Contractor shall be as 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.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.
- (e) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the Owner.

35. ENGINEER AUTHORITY: The Engineer shall give all orders and directions contemplated under this Contract and specifications relative to the execution of the work. The Engineer shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said contract or specifications, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

The Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other contractors performing work for the Owner shall be adjusted and determined by the Engineer.

36. STATED ALLOWANCES: Where required, the Contractor shall include in his Proposal the cash allowances stated in Paragraph 2 of the Supplemental General Conditions. The Contractor shall purchase the "Allowed Materials" as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids whenever possible. If the actual price for purchasing the "Allowed Materials" is more or less than the cash allowance, the Contract price shall be adjusted accordingly. The adjustment in Contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses. The cost of installation of the "Allowed Materials" shall be included in the applicable sections of the Contract Specifications covering this work.
37. USE OF PREMISES AND CLEANUP: The Contractor expressly undertakes at his own expense:
- (a) To take every precaution against injuries to persons or damage to properties, to place and maintain suitable warning signs, barricades, danger signals, flagmen or other measures to protect persons on and about the site, and to abide by the applicable State safety codes;
 - (b) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
 - (c) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of other contractors, or will not unduly inconvenience the public, or will not create hazardous conditions.

- (d) To clean up frequently all refuse, rubbish, scrap materials, and debris caused from his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance;
- (e) Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat and orderly condition;
- (f) To effect all cutting, fitting or patching of his work required to make same conform to the plans and specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.
- (g) To at all times so conduct his work as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work. No road or street shall be closed to the public except with the permission of the Engineer and proper governmental agency. Fire hydrants on or adjacent to the site of the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks and driveways, and the proper functioning of sewers, water services, drain lines, power supply and telephone facilities, and other existing utilities, which shall not be obstructed or disturbed except as approved by the Engineer.
38. QUANTITIES AND ESTIMATES: Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given only for use in comparing bids and the right is especially reserved by the Owner, except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract; such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.
39. LAND AND RIGHTS-OF-WAY: Prior to the start of construction, the Owner shall obtain all land and rights-of-way necessary for the carrying out and completion of the work under this Contract, unless noted to the contrary in the Special Conditions.
40. GENERAL GUARANTY: Neither the final certificate of completion, the final payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work

and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified elsewhere in the Contract Documents. The Owner will give notice of observed defects with reasonable promptness. Should the Contractor fail to correct such defects within a reasonable time following receipt of notice of same, the Owner may correct such defects and the Contractor and his Surety shall be liable for the cost thereof. The Engineer shall decide all questions arising under this paragraph, and all such decisions shall be subject to arbitration.

41. CONFLICTING CONDITIONS:

- (a) If there be conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Technical Specifications, the Technical Specifications requirements shall control.
- (b) Any discrepancies found between the Drawings and the Technical Specifications and the actual site conditions, or any errors or omissions in the Drawings or Technical Specifications, shall be immediately reported to the Engineer who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.
- (c) Responsibility for adequacy of the design and for sufficiency of the Drawings and Technical Specifications shall be borne by the Owner. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Technical Specifications to be supplied by the Owner through the Engineer, or by the Engineer as representative of the Owner. Drawings and Specifications furnished shall be in accordance with the Contract Documents and shall be true and accurate developments thereof.

42. NOTICE AND SERVICE THEREOF: Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

43. REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

44. PROTECTION OF LIVES AND HEALTH: In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract.

45. ORAL AGREEMENTS: No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

46. SUGGESTIONS TO CONTRACTOR ADOPTED AT HIS OWN RISK: Any plan or method of work suggested by the Engineer to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer and the Owner shall assume no responsibility therefor.

47. ARBITRATION: Should there be any dispute or any questioned decision of the Engineer which is subject to arbitration, it shall be promptly submitted to arbitration upon demand by either party to the dispute. The Contractor shall not delay the work because arbitration proceedings are pending unless he shall have written permission from the Engineer so to do and such delay shall not extend beyond the time when the arbitrators shall have opportunity to determine whether the work shall continue or be suspended pending decision by the arbitrators of such a dispute. Any demand for arbitration shall be in writing and shall be delivered to the Engineer and any adverse party either by personal delivery or by registered mail addressed to the last known address of each within ten days of receipt of the Engineer's decision, and in no event after final payment has been made and accepted, subject however, to any express stipulation to the contrary elsewhere in the Contract Documents. Should the Engineer fail within a reasonable time to make a decision, a demand for arbitration may then be made as if the Engineer's decision had been made against the party demanding arbitration.

No one shall be qualified to act as an arbitrator who has any business or family relationship with the Owner, the Contractor, or the Engineer, or who has directly or indirectly any financial interest in the Contract. Each arbitrator selected shall be qualified by experience and knowledge of the work involved in the matter submitted to arbitration. Arbitration shall be in accordance with the procedures and standards of the American Arbitration Association.

48. USE AND OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER: The Contractor agrees to the use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:
- (a) Secures written consent from the Contractor except in the event, in the opinion of the Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements.
 - (b) Secures endorsement from the insurance carrier and consent of the Surety permitting occupancy of the building or use of the project during the remaining period of construction.
49. SUSPENSION OF WORK: Should the Owner be prevented or enjoined from proceeding with the work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but time for completion of the work will be extended to such reasonable time as the Engineer may determine will compensate for time lost by such delay with such determination to be set forth in writing.

SPECIAL CONDITIONS

1. ACCEPTANCE. Final inspection and acceptance of the work shall be made by the Engineer in collaboration with the representatives of the Owner. Such inspection shall be made as soon as practical after the Contractor has notified the Owner in writing that the work is ready for such inspection.

2. EXTRA WORK AND CHARGES. (This takes precedent over Items 17, 18 and 22 of the General Conditions). Extra work shall be work for which no unit bid was received in the proposal and which was not included in the bid schedule and will not be construed to mean work for which unit bids were received but which is in excess of the quantity mentioned in the proposal. The Owner, without invalidating the Contract, may order extra work or make changes in the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. All such changes shall be agreed to and recorded on Form "Contract Addendum". In giving instructions, the Engineer shall have authority to make minor changes in the work no involving extra cost and not inconsistent with the purpose of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless covered by Form "Contract Addendum", and no claim for an addition to the contract sum shall be valid unless so covered. Before becoming effective, all Change Orders must be signed by all parties indicated.

The value of such extra work or change shall be determined in one or more of the following ways:

- (a) By estimate and acceptance in a lump sum.
- (b) By unit prices named in the contract or subsequently agreed upon.
- (c) By cost plus a percentage, the latter agreed upon prior to starting the extra or changed work.

In method (c), "cost" shall include all labor, materials, power, fuel and rental on major items of equipment. The Contractor shall keep and present in such form as the Engineer may direct, a correct account of the several items of cost, together with vouchers. This definition and requirement applies equally to work done by subcontractors.

The above accounts shall be understood to include all other costs and compensation such as insurance, small tools, superindendance, office and overhead costs and profits. Rental on equipment shall be charged against the extra or changed work only for the actual time the equipment is used specifically therefor.

Changed work shall be adjusted, considering separately the work added and the parts omitted. Amount of adjustment for parts omitted shall be estimated at the time omission of work is authorized and the agreed adjustment will be deducted from the subsequent monthly estimates.

The Owner reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipating profits on any portion of work that may be omitted.

3. FINAL ESTIMATES AND COMPLETION CERTIFICATES. Upon the completion and acceptance of the work, the Engineer shall issue a certificate that the whole work provided for in the Contract has been completed in accordance with the intent of the Contract documents and he shall make the final estimate of the work. The final estimate of the work will be checked and approved by both the Owner and the Engineer.

In the event that the project cannot be rendered entirely complete due to adverse weather or other extenuating circumstances not the fault of the Contractor, but it is made sufficiently complete in accordance with the intent of the Contract Documents so that the project or specified portion thereof can be utilized for the purpose for which it was intended, the Engineer shall issue a certificate of substantial completion with a punch list of items to be completed or corrected appended thereto.

After issuance of the certificate of completion, the entire balance found to be due the Contractor, including said retained percentage but excepting such sums as may be retained lawfully by said Owner, shall be paid to the Contractor by the Owner. Upon issuance of a certificate of substantial completion, the Owner shall pay the Contractor the balance due under the Contract, less retainage in an amount not to exceed 5% of the final contract price to cover the costs of uncompleted punch list work. When punch list work has been satisfactorily completed by the Contractor, and evidence of same furnished the Owner, the entire balance due the Contractor shall be released to him.

Before approval of the final estimate, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, materials, bills and outstanding indebtedness in connection with this contract have been paid to serve as a release for the Owner from all possible liens which may arise out of the work.

4. RETAINAGE ON CONTRACT. An amount equal to not more than five percent (5%) of the contract price of the work completed will be withheld as retainage on any partial payment, in accordance with ORS 279.575.
5. ACCESS. The Contractor shall have free access to the project site from public right-of-way at those points shown on the plans and as subsequently designated by the Owner.

6. PROTECTION OF EXISTING FACILITIES. The Contractor shall protect from damage due to his operations, all existing facilities in the form of survey monuments, fence lines, trees, underground utilities, drainage facilities, etc. which are not specifically designated for removal or alteration.

The locations of these facilities, as shown on the Plans, were derived from the best information available. However, the completeness and accuracy of these locations as shown is not guaranteed. It shall be the responsibility of the Contractor to verify the existence and locations of underground facilities in advance of construction. Any existing facilities not designated for removal or alteration, which are damaged by the Contractor's operations shall be restored or replaced to an "in kind" or better condition at the expense of the Contractor. The Contractor shall notify all public and private utility companies serving in the area in advance of construction, so underground utility locations can be confirmed, and existing facilities relocated if necessary to facilitate construction.

7. LINES AND GRADES. The Engineer will perform initial construction surveys to establish the lines and grades of streets and drainage facilities at 50-foot intervals on offset lines as requested by the Contractor. Control points will also be set for structures by the Engineer.

The Contractor shall be responsible for laying out the work and transferring elevations from the stakes set by the Engineer. The Contractor shall notify the Engineer at least 5 days in advance of the date construction stakes are required; he shall notify the Engineer immediately if any errors are found in the stakes set by the Engineer.

The Contractor shall preserve and protect the construction stakes or monuments set by the Engineer until their purpose has been served. Any survey monuments or construction stakes which are destroyed or disturbed by the Contractor beyond use, and which are essential to the project or prosecution of the work, shall be replaced by the Engineer and charged against the Contractor at the cost of replacement. In the event the Contractor fails to reimburse the Engineer for the Engineer's costs in replacing monuments and stakes destroyed by the Contractor, said costs will be deducted from the Owner's payments to the Contractor and the Engineer will be reimbursed accordingly by the Owner.

8. COORDINATION OF WORK. The Contractor shall cooperate with the Owner's field representative and other contractors working in the area, for coordination and expeditious execution of his work in relation to total project work required.

Within 5 days of the date of Notice to Proceed, the Contractor shall furnish the Owner and the Engineer each a copy of his anticipated work schedule. The Contractor shall provide the Owner and the Engineer with the name of his job superintendent and the field office telephone number.

9. USE OF PREMISES. The Owner provides that the Contractor shall have free use of the premises within the project limits shown on the plans to the extent that such are not being used by other contractors.

The Contractor shall keep his camp and work area in a neat, sanitary condition at all times. Chemical toilets shall be provided by the Contractor as needed for his personnel.

The Contractor shall operate in a manner to cause a minimum of disturbance to adjoining private property owners. He shall provide traffic and dust control at all times, and noise control outside of normal working hours.

10. SAFETY PROVISIONS. Comply with requirements of "Safety Code for Construction Work", issued by the State Industrial Accident Commission of Oregon. Maintain suitable equipment and manpower on site at all times during burning of waste materials to extinguish fires and prevent fire spreading.
11. BLASTING. Blasting is not anticipated for this contract.
12. PERMITS, BONDS AND LICENSES. Except as otherwise stated in the Information for Bidders, the Contractor shall procure all permits, licenses and bonds, pay all charges and fees, and serve all necessary notices incidental to the due and lawful prosecution of the work.
13. LIENS. Contractor shall not permit lien or claim to be filed against the Owner on account of any labor or material furnished pursuant to this contract.
14. WITHHOLDING FROM WAGE. Contractor shall pay to the Department of Revenue all sums withheld from the wages of its employees for tax purposes pursuant to ORS 316.167.
15. PAYMENT OF CLAIMS BY OWNER. In the event Contractor fails, neglects, or refuses 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, the Owner or its authorized agent or representative may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due to become due the Contractor by reasons of this contract. The payment of a claim as authorized in this paragraph shall not relieve the Contractor or its surety from their obligations with respect to any unpaid claims.
16. HOURS OF LABOR. No person shall be employed for more than eight (8) hours in any one day, or forty (40) hours in any one week, except in cases of necessity or emergency, or where public policy

absolutely requires it, and in such cases the laborer shall be paid at least time and a half pay for all overtime in excess of eight (8) hours a day and for work performed on any Saturday and on any of the following holidays: Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Contractor shall also comply with the terms of any written labor-management negotiated labor contract providing for overtime pay for work performed on any other specified holidays.

17. PAYMENTS FOR MEDICAL CARE. Contractor agrees to make payment promptly as due to any person, copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of his employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
18. COMPLIANCE WITH APPLICABLE LAWS. Contractor agrees to comply with all applicable state laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the construction, and specifically with the applicable provisions of Oregon law relating to public contracts (ORS Chapter 279) which by this reference are incorporated in the contract and made a part hereof.
19. FIELD RECORD PLANS. Contractor shall maintain one complete set of plans at the construction site whereon he will record any approved deviations in construction from the approved plans. At the completion of construction, the field record plans maintained by the Contractor shall be given to the City for the purposes of preparing "as-builts".
20. TEMPORARY PROTECTION AND DIRECTION OF TRAFFIC. The Contractor shall erect and maintain barricades, warning signs, traffic cones and other safety devices during construction in accordance with MUTCD, Part VI to protect the traveling public. He shall provide flagmen as required during active work on roadway areas. Maintain one lane of traffic at all times. Coordinate all work with the City to minimize effect of construction. Access to private driveways to be provided at all times.

TECHNICAL SPECIFICATIONS

Form of Technical Specifications

The Technical Specifications are in abbreviated or short form, and the omission of certain words and phrases not essential to the meaning and interpretation of the specifications is intentional. Omitted words and phrases are to be supplied through inference by the reader.

The accepted abbreviations for various societies, associations, and organizations are also used for the sake of brevity. Some of these are presented below:

AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
ASA	American Standards Association
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers Association
AWWA	American Water Works Association
CS	Commercial Standards--U.S. Department of Commerce
Federal	Federal Specifications--Superintendent of Documents, Washington, D.C.
NCSA	National Crushed Stone Association
OSHD	Oregon State Highway Division

Unless otherwise specifically noted in these Technical Specifications, references to various standards specifications shall mean the latest revisions of same.

SECTION A - GRADING AND PAVING

Section A-1 Grubbing

A-1A SCOPE

1. Work shall include, but not be limited to, the following:
 - a. Grubbing of area within street right-of-ways.
 - b. Disposal of waste materials, as required.
 - c. Protection of existing facilities and properties, and all trees, shrubs, plants and other specified vegetation.

A-1B MATERIALS

1. Grubbing and waste materials to be unclassified.
2. Includes matter both man-made and of natural origin.

A-1C WORKMANSHIP

1. Grub area within street and sidewalk areas to remove all stumps, roots, buried vegetable matter and debris to a depth of 6" below subgrade.
2. Remove no trees, shrubs or plants inside or outside of designated grubbing limits unless directed by Engineer.
3. Protect existing facilities, adjacent properties, vegetation, survey monuments, etc., from damage.
4. Combustible materials to be disposed of by either:
 - a. Stacking and burning of materials at Owner-approved locations, securing necessary burning permits; or
 - b. Hauling away to disposal areas arranged for by Contractor.
5. Asphalt concrete and other deleterious matter to be hauled away to disposal areas arranged for by Contractor.
6. Clean up street right-of-ways and adjacent work areas of all litter and debris resulting from Contractor's operations under this section.

A-1D PAYMENT

1. Payment for all work under this section is to be included in the contract lump sum price named in the proposal for earthwork complete, as required.
2. No payment will be made for unauthorized grubbing.
3. Payment indicated to include complete compensation for all labor, equipment, materials and incidentals involved in the work specified under this section. No additional compensation to be allowed.

Section A-2 Common Excavation

A-2A SCOPE

1. Work shall include, but not be limited to, the following:
 - a. Excavation.
 - b. Fill construction.
 - c. Moisture control and compaction.
 - d. Rough grading and fine grading.
 - e. Finishing roadbed and slopes.
 - f. Curb backfill.
 - g. Compliance with tolerances.
 - h. Disposal of materials.
 - i. Protection of existing facilities.
 - j. Cleanup.

A-2B MATERIALS

1. Excavation
 - a. Common excavation--unclassified.
2. Embankment
 - a. Select native materials available from street excavations.
 - b. Must be free of organic matter, sod, soft or spongy earth, large rocks, etc., which would preclude compaction at specified density.
 - c. Must be within moisture content range for specified density.
3. Curb backfill
 - a. Backfill behind curbs and materials for dressing up areas between curbs and street right-of-way to be approved native soil.
 - b. Must be free of roots, rocks, fragments, etc., which would interfere with smooth finish.

A-2C WORKMANSHIP

1. Order of work, unless otherwise directed by Engineer:
 - a. Rough grading prior to installation of drainage lines and appurtenances. Barricade work areas.
 - b. Fine grading for streets and curbs shall follow utilities installation and precede curb installation.
 - c. Curb backfilling and dressing prior to rocking and paving of streets.

2. Tolerances and line/grade control

- a. Rough grade for streets and curbs to within 0.30 feet vertically and 1.0 feet horizontally of required line and grade at any point.
- b. Waste disposal area to be shaped and graded for surface drainage and appearance satisfactory to the Engineer.
- c. Fine grading for streets and curbs to within 0.10 feet vertically and 0.30 feet horizontally of required line and grade at any point. Place curb backfill and dress area to same tolerances.
- d. All finished grading surfaces to be smooth, uniform and compact.
- e. Contractor to provide sufficient survey instruments, blue tops, etc., as necessary to construct subgrade accurately within above tolerances.

3. Excavation

- a. Excavate for streets and curbs to line and grade required by plans and staked in field.
- b. Protect existing facilities from damage when excavating.
- c. Protect construction stakes and survey monuments.
- d. Finish cut slopes smooth, uniform and compact.
- e. When directed by Engineer, overexcavate to remove unsuitable material.
- f. Unauthorized overexcavation shall be backfilled at Contractor's expense in conformance with specifications for embankment.

4. Subgrade preparation

- a. Street and curb subgrade areas to achieve 95 percent of maximum density for a 6" depth, per AASHTO T-180 test method.
- b. Scarify and sprinkle water on subgrade, if necessary, to achieve compaction.
- c. Finish subgrade smooth and uniform to required lines and grades.

5. Embankments

- a. Construct embankment sections, where necessary, in lifts not to exceed 6" in compacted thickness.
- b. Place no material that is frozen or excessively wet.
- c. Scarify and sprinkle water where necessary to achieve compaction.
- d. Shape subgrades and finished surfaces until smooth and uniform.
- e. Place curb backfill material and dress up area to right-of-way lines.

6. Compaction

- a. Compact earthwork areas to at least the following densities, relative to the maximum dry density as determined by AASHTO T-180 test method:
 - 1) Subgrade - 95 percent
 - 2) Roadway embankment lifts - 95 percent
 - 3) Backfill of overexcavation - 95 percent
 - 4) Curb backfill - 80 percent; 90 percent under sidewalk
 - 5) Waste disposal area - 80 percent
- b. Materials not placed in accordance with these specifications shall be reconsolidated, or removed and replaced, as the Engineer directs and at the expense of the Contractor.
- c. Contractor shall cooperate with the Engineer in his performance of in-place density tests.

7. Waste disposal area

- a. Contractor may at his option place select excavated waste materials on the vacant lot east of the project. Place materials and consolidate until firm. Grade for smooth, free draining surface to the satisfaction of the Engineer.
- b. Materials must be approved by the Engineer prior to placement.
- c. Contact Robert Howerauf (258-7205) prior to placing material for limits of disposal area.

8. Clean up

- a. Contractor to clean up site of work of all litter and construction debris caused by him following each of his rough and fine grading operations.
- b. Materials judged unsuitable for placement in any fill area to be removed from site by Contractor.

A-2D PAYMENT

1. Payment for all work under this section to be included in contract lump sum price named in the proposal for earthwork complete, as required.
2. No payment will be made for unauthorized overexcavation.
3. Overexcavation, when authorized to rectify soft foundations, shall be paid at the cost named in the proposal for each cubic yard of material removed. Rock backfill to be paid for separately under base rock.
4. Payment indicated to include complete compensation for all labor, equipment, materials and incidentals involved in the work specified under this section. No additional compensation to be allowed.

Section A-3 Crushed Rock

A-3A SCOPE

1. Furnish and place base and leveling rock to lines and grades shown on plans.
2. Shape and grade each lift to conform to street cross sections.
3. Sprinkle water as required for compaction and dust control.
4. Compaction to spectified density.

A-3B MATERIALS

1. Base rock and leveling rock to be 1-1/2"-0" and 3/4"-0" crushed rock, respectively, conforming to the 1974 OSHD specifications, Sections 304 and 703.
2. Prior to placement of aggregate, Contractor to furnish the Engineer gradation, plasticity, sand equivalent and abrasion test data on rock source materials to be used, if requested.
3. Final acceptance of the materials will be from samples taken on the finished grade in the compacted state.

A-3C WORKMANSHIP

1. The subgrade course shall be checked for grade and compaction and accepted by the Engineer prior to placement of base rock.
2. The maximum compacted thickness of each lift of base rock shall be 6".
3. The Engineer shall make tests to determine the maximum density and proper moisture content of the rock.
4. Compact to 95 percent of relative maximum density, per AASHO T-180 test method.
5. Protect structures from damage when placing and compacting rock.
6. Sprinkle with water as necessary to achieve compaction.
7. Finish rock courses accurately to lines and grades required by plans and within the tolerances, as specified.

A-3D PAYMENT

1. Rock to be weighed in trucks according to Section 304.81, method (a), Section 109.02 of OSHD standard specifications.
2. Payment shall be made at the contract unit price per ton.
3. No separate payment shall be made for water necessary to acheive proper compaction.
4. Payment shall include full compensation for furnishing all materials, labor, equipment, water, and incidentals necessary to complete this item.
5. Payment shall be based solely on weight tickets received and/or signed for by Owner's representative for acceptable material placed to specifications.

Section A-5 PCC Curb and Sidewalk

A-5A SCOPE

1. Supply labor, materials, and equipment to construct PCC curb and sidewalk sections as shown on plans.
2. Minor fine grading of base rock as required.
3. Cooperation with Engineer in locating curb depression.

A-5B MATERIALS

1. Concrete, expansion joint filler, aggregate--conform to sections 608 and 609 of OSHD specifications.
2. Concrete to be Class A, 3300 psi for curb and 2500 for walks.

A-5C WORKMANSHIP

1. Contractor to cooperate with Engineer in locating and constructing the curb depressions for driveways.
2. Drop curbs for ambulatory ramps to conform to standard details.
3. Conform to lines and grades shown on plans.
4. Conform to dimensions shown on detailed plans.
5. Saw or wheel cut existing concrete where shown on plans or as directed by Engineer.
6. Construct curb and sidewalk on prepared subgrade and base rock (construct contraction joints) in conformance with OSHD specifications, Sections 608 and 609. Alternate cold cut curbs/walks at 10' on center allowed.
7. No concrete to be placed until Engineer has approved string-line or forms.
8. Curb and sidewalk sections shall be smooth and uniform to design lines and grades. Tolerances: 1/2" on line and 1/4" on grade.
9. Provide curb weep holes where required by plans or field directed.

A-5D PAYMENT

1. Curb to be measured and paid for each linear foot of work accepted.
2. Sidewalk and driveway ramps to be measured and paid for each square foot of work accepted.
3. Saw cut of existing walks to be paid separately for each linear foot of surface cut as directed.
4. Payment shall be full compensation for furnishing all materials, labor, equipment, concrete, hauling, placement, and incidentals, including drop curbs at driveways and intersections, etc., necessary to complete this item.

Section A-4 AC Pavement

A-4A SCOPE

1. Furnish all labor, material, and equipment for asphaltic concrete paving and tack cost.
2. Cut and prepare joints where new paving will meet existing paving.
3. Adjust all valve boxes, manholes, etc., to conform accurately with finished grade of pavement.
4. Pave all streets and drives as required by plans.

A-4B MATERIALS

1. Asphaltic concrete shall be Class B base course and Class C finish course, conform to Section 403 of OSHD specifications.
2. Asphaltic cement shall be AR-4000, minimum 6.0 percent by weight.
3. Tack coat shall be RS-1 (or equal) conforming to ASTM D-977 for Emulsified Asphalt.

A-4C WORKMANSHIP

1. Lay asphaltic concrete on Engineer approved base rock only.
2. Saw cut edges of existing pavement in neat manner wherever new pavement will join.
3. Place two lifts of asphaltic concrete for a compacted minimum thickness of 3-1/2".
4. Adjustment of manhole rims, valve boxes, etc., to be accomplished prior to placement of AC.
5. Apply tack coat material to all joints with existing pavement, manhole frames, curbs and all other edges.
6. Machine lay and compact asphaltic concrete pavement, all in accordance with OSHD standard specifications, Section 401.
7. Finished mat to be smooth, uniform and free draining.
8. The AC shall be laid to a tolerance as follows: ± 0.05 feet of vertical grade as indicated on the plans and cross section details, with no bird baths.

A-4D PAYMENT

1. Asphaltic concrete pavement shall be measured by the number of tons of material used in the accepted work. Trucks to be weighed according to Section 401.83 OSHD standard specifications.
2. Weight tickets shall be delivered to the inspector on site for each load accepted. Scales shall be certified as per OSHD specifications, Section 109.02.
3. Payment shall be at the contract unit price per ton.

SECTION B - STORM DRAIN

Section B-1 Trench Excavation and Backfill

B-1A SCOPE

1. Excavate and backfill for pipe and appurtenances.
2. Place and compact backfill as required.
3. Restore trench surfaces as specified.
4. Clean up work area.

B-1B MATERIALS

1. Excavation--common excavation.
2. Trench backfill zones:
 - a. Pipe embedment
 - b. Backfill in pipe zone
 - c. Classified backfill above pipe zone
3. Pipe embedment material: 3/4"-0" crushed rock.
4. Backfill material in pipe zone: pea gravel or 3/4"-0" crushed rock.
5. Classified backfill material above pipe zone:
 - a. Class I granular backfill: 3/4"-0" crushed rock.
 - b. Class III: native excavated material free of organic matter and debris outside of street right-of-way.

B-1C WORKMANSHIP

1. General

- a. Confine operations to right-of-way provided; avoid encroachment on or damage to private property or existing utilities unless prior arrangements have been made.
- b. Intent of specifications is that all streets, structures and utilities be left in condition equal to or better than original.
- c. Where damage occurs and cannot be repaired or replaced, Contractor shall purchase and install new material which is satisfactory to owner.

2. Excavation

- a. Locate existing utilities
 - 1) Before digging, locate all existing buried utilities and pot hole if necessary to avoid damage during trench excavation.

b. Opening trenches

- 1) Excavate to depth required for alignment and grade.
- 2) Line and grade to be provided by Engineer with stakes at not more than 50 foot intervals.
- 3) Excavate to allow minimum of 4" of bedding beneath pipe.

c. Shoring and bracing

- 1) Provide shoring and bracing where needed to protect work, property, utilities, pavements, etc., and to provide safe working conditions.
- 2) Shall be of Contractor's design.
- 3) Comply with local and state safety codes.
- 4) Failure of shoring, sheeting, and bracing resulting in damages shall be Contractor's responsibility.
- 5) Shoring and bracing not a pay item.

d. Disposal of excavated materials

- 1) Remove and dispose of excess material at disposal site east of project.
- 2) Remove excavated materials unsuitable for backfill as above.
- 3) Store material suitable for backfill in neat pile adjacent to excavation where space allows.

3. Pipe embedment

- a. Embedment material to extend across width of trench and from 4" below bottom of pipe barrel as shown on detailed plans.
- b. Pipe to be laid directly on embedment materials.
 - 1) Place embedment material in trench, compacting and shaping to provide continuous support for pipe between couplings.
 - 2) Dig coupling holes to permit assembly.
 - 3) After pipe is in place, place embedment materials to 1/6 pipe height and thoroughly compact by spading, tamping, and walking material into place.

4. Trench backfill in pipe zone

a. Backfill in pipe zone

- 1) Place selected material to limits shown on detailed plans.
- 2) Backfill simultaneously on both sides of pipe.
- 3) Take care that compaction is sufficient to prevent lateral movement of pipe.

5. Trench backfill above pipe zone

a. Class I - granular backfill

- 1) Under paved roadways, paved drives and sidewalks or where directed by Engineer.
- 2) Place imported material in trench; do not let material fall directly into trench.
- 3) Compact by jetting and ramming or by mechanical compaction in 6" lifts or other approved method to 95 percent relative maximum density.

b. Class III - native backfill

- 1) Use under utility easements outside of street right-of ways.
- 2) Place native excavated material in ditch; do not let materials fall directly on pipe.
- 3) Compact by jetting, puddling, ramming, vibration or a combination thereof to obtain a relative maximum density of 95 percent.

- c. Restore ground surface to original condition and elevation
- d. Provide all water for jetting, dust control street cleaning, etc.

6. Trench surface restoration

- a. See typical patch for flexible pavement detail.
- b. Saw cut AC pavement prior to patching for smooth, clean edge.
- c. Tack coat existing AC edge prior to patching.

7. Cleanup

- a. Clean up and remove all excess materials, construction materials, debris from construction, etc.
- b. Replace or repair any fences, mailboxes, signs, or other facilities removed or damaged during construction.
- c. Replace all lawns, topsoil shrubbery, flowers, etc., damaged or removed during construction. Contractor to be responsible for seeing that lawns, shrubs, etc., remain alive.
- d. Leave premises in condition equal to original condition before construction or better.

B-1D PAYMENT

1. Trench excavation and backfill shall be measured along centerline of pipe for each classification of backfill installed.
2. Payment shall be at the contract unit price per lineal foot.
3. Payment shall include full compensation for furnishing all materials, labor, equipment, and incidentals necessary to complete this item.

Section B-2 Storm Drain Pipework and Catch Basins

B-2A SCOPE

1. Supply and install all drainage piping and appurtenant works.
2. Supply materials and construct catch basins.
3. Clean up work area.

B-2B MATERIALS

1. Storm pipe
 - a. All jointed drainage pipe to conform to ASTM C14, Class 3, tongue and groove, open joint.
 - b. Joint cover to be 12" wide strips of standard building paper or 2000 psi grout.
 - c. Weep hole drains to be Schedule 40 PVC.
- ~~2.~~ Catch basins
 - a. Concrete to be Class A, 3000 psi at 28 days.
 - b. Construct as shown on detailed plans.
 - c. Any deviation from plan details to be approved by Engineer in writing.
 - d. Use precast basins as detailed on plans.

B-2C WORKMANSHIP

1. Handle pipe in manner to avoid damage.
2. Lay pipe to within 1/2" of line and 1/4" of grade.
3. Cover top half of pipe circumference at all joints with 12" strip of building paper or 2000 psi grout.
4. Clean existing manhole prior to making connection.
5. Provide minimum 3300 psi concrete cap, 6" thick, over top half of pipe when shown on plans.
6. Provide 4" diameter schedule 40 PVC weep hole drains per plan requirements or as directed by Engineer.
7. Catch basins
 - a. Excavate as required
 - b. Conform to dimensions as shown on plan details.
 - c. Finish inside to smooth regular surface
 - d. Provide 4" diameter weep holes per plan detail.
8. Clean up debris resulting from construction under this section.

B-2D PAYMENT

1. Storm sewer pipe shall be measured along the centerline of all pipe installed and accepted by Engineer without deductions made for catch basins dimensions.

2. Weep hole drains to be measured along centerline of all pipe installed and accepted without deductions made for curb width.
3. Payment shall be at the contract unit price for: storm sewer pipe - per lineal foot; catch basins - per each; weep hole drains - per linear foot.
4. Payment to include full compensation for furnishing all materials, labor, equipment and incidentals, including minor ditching necessary for positive drainage, etc., necessary to complete this item.

SECTION C - LANDSCAPING

C-1A SCOPE

1. Work to include, but not be limited to:
 - a. Topsoil placement.
 - b. Soil preparation.
 - c. Weed eradication.
 - d. Fine grading of planting areas and median strips.
 - e. Planting of trees and ground cover.
 - f. Cleanup of site.

C-1B MATERIALS

1. Topsoil

- a. Shall be a fertile loamy natural soil consisting of sands, silts, clays and organic matter free of substances toxic to plants and other deleterious material. Materials shall be acceptable to Engineer.

2. Fertilizers

- a. General: Approved brands meeting requirements of applicable state fertilizer laws. Uniform in composition, dry and free flowing. Deliver to the site in original unopened containers, each bearing manufacturer's guaranteed analysis. Allowable alternates include:
 - b. Ortho 16-16-16.
 - c. Commercial Mix: Type "A" 10-6-4, 50% slow releasing nitrogen.
 - d. Planting tablets: "Agriform" 10 and 21 gram tablet, Chemicals, Inc., Newark, California.
 - e. Superphosphate: 0-18-0.
 - f. Dolemite

3. Textured soil amendments

- a. Manure - ground or shredded, particle size 1/4" maximum, well-rotted, unleached stable cattle manure, reasonably free from weed, seed and refuse, containing no chemical or materials harmful to plant life; not less than four months nor more than two years old. Sawdust or shavings shall not exceed 50% content of manure.

4. Mulch materials

- a. Free from noxious weed seed and all foreign material harmful to plant life. Fir, Hemlock, or Pine bark, medium grind, 3/4"-0" size.

5. Tree guying and staking materials

- a. Wood tree stakes: 2x2 S4S, Douglas Fir, 7' lengths, treated with two liberal coats of Olympic stain finish, preservative, or approved.
- b. Tree ties: "Gro-Strait" tree ties as supplied by Alfred Tuefel Nursery, Portland, Oregon; or approved.
- c. Guy wire and stakes: 12 gauge steel wire galvanized. 2x2, S4S, Douglas Fir, Soundwood, 30-inch lengths minimum, treated with one liberal coat of "Woodlife" preservative; or approved.

6. Trees, shrubs and ground covers

- a. General: General, species and variety, quantity, size and condition as indicated on the drawings. Plant material shall be healthy nursery stock, well branched, full foliaged when in leaf; free from disease, injury, insects, all weeds and weed roots. Meet requirements of American Standard for Nursery Stock, 1973 edition, A.N.S.I. 260.1. No cold storage plants. Ball and burlapped (B&B) stock shall have a natural ball sufficient to insure survival and healthy growth. Potted and container stock well rooted, vigorous enough to insure survival and healthy growth. Container plants shall have grown therein a minimum of six months and maximum of two years, with roots filling the containers but not showing evidence of being or having been root bound.
- b. Nomenclature: General, species and variety as indicated on plant material listing. Plant names conform to those given in Standardized Plant Names, 1942 edition. Names of varieties accepted in nursery trade.

C-1C WORKMANSHIP

1. Trees and shrubs

- a. General: Remove from all planting areas, stones, mortar, concrete, asphalt, rubbish, debris and any materials harmful to plant life.
- b. Weed eradication and control:
 - 1) Remove or spray as required to eradicate noxious weed growth and roots (Johnson grass, Crabgrass, Morning Glory, Rushgrass, Canadian Thistle, etc.)
 - 2) Kill achieved by working soil is permissible.
 - 3) Prior to mulching planting beds, apply Casaron according to manufacturer recommendation to all planting beds.

- c. Initial soil preparation: Rototill or rip all planting areas to a minimum depth of 8" prior to adding soil additives.
- d. Soil preparation and planting trees, shrubs and ground-cover: Include the following proportions of materials evenly mixed into existing soils:
 - Per 1,000 square feet: 6" approved topsoil
 - 2" textural soil amendment
 - 10 pounds Ortho 16-16-16
 - 40 pounds Dolemite
 - 10 pounds Commercial Mix "A"
- e. Planting trees and shrubs: Plant upright and face to give best appearance or relationship to plants and structures.
 - 1) All planting holes shall be excavated twice the size of the tree, shrub or groundcover root ball or root system.
 - 2) Place 4" minimum lightly compacted layer of backfill mixture under root system of each shrub, 8" minimum under root system of each tree.
 - 3) Loosen and remove twine binding and burlap from around top of each ball. Pull no burlap from under balls. Stake or guy trees immediately after this work.
 - 4) Cut off cleanly all broken or frayed roots.
 - 5) Place and compact backfill soil mixture carefully to avoid injury to roots, fill all voids.
 - 6) When planting hole is three-fourths filled, place planting tablets in quantities herein specified evenly spaced around each plant.
 - 7) When hole is nearly filled, completely soak and allow water to soak away. Fill holes to finish grade and prepare for other work indicated. Provide 2" depressed water basin at each shrub and tree.
- f. Planting tablets: "Agriform" 10 and 21-gram tablets, 20-10-5, as manufactured by Agriform International Chemicals, Inc., Newark, California.
- g. Planting tablet quantities: Provide for all trees and shrubs at time of planting as follows:
 - 1) All gallon can ghrubs up to 15" size, two (2) tablets per plant. (10-gram)
 - 2) All shrubs 15-36" size, four (4) tablets per plant. (10 gram)
 - 3) All shrubs 36" and larger, three (3) tablets per plant. (21-gram)

- 4) All evergreen trees, four (4) tablets per tree. (21 gram)
- 5) Deciduous trees (21 gram):

Up to 1-1/2" caliper, 3 tablets per tree
1-1/2 - 2" caliper, 4 tablets per tree
2 - 2-1/2" caliper, 7 tablets per tree

- h. Median strip grades: Provide a minimum 6" of topsoil material in median strip areas unless otherwise shown or directed. Grade smoothly between curbs and walks.
- i. Mulching of planting beds: Mulch shrub planting beds with 2" layer of specified bark within two days after planting. Cover entire planting bed, apply evenly.
- j. Maintenance: Begin maintenance immediately after each tree, shrub, groundcover is planted. Continue maintenance as follows until accepted by Engineer: Water, weed, mulch, reset plants to proper grade or upright position, remove dead wood and do other necessary operations. If the well has not been completed, arrangements will be made to draw water from the existing fire hydrants.
- k. Cleanup: Keep premises reasonably free from accumulation of debris. At completion of each division of work, remove all debris, equipment and surplus materials. Leave project site in a neat and orderly condition.

2. Lawns

a. Seed:

- 1) Citation perennial Ryegrass, 50% Ore. Bluetag Cert.
- 2) Manhattan perennial Ryegrass, 50% Ore. Bluetag Cert.

b. Place minimum of 4" topsoil.

c. Soil preparation and planting:

- 1) Prior to rototilling lawn areas, add the following:

Per 1000 square feet: 15 pounds Ortho 16-16-16
50 pounds Dolemite
15 pounds Commercial Mix "A"

- 2) Rototill all lawn areas to a depth of 3", being careful not to mix any subsoil with newly placed topsoil.
- 3) Bring all lawn areas to grade removing any humps or depressions so that all areas have good surface drainage. Lawn grades shall be inspected by Engineer prior to planting of seed.
- 4) When all lawn areas have been inspected and accepted for grade, plant seed at the rate of 8 pounds per 1,000 square feet. Drill seed to a depth of 1/4"

with a Brillion Seeder or similar machine. After all seeding has been completed, broadcast 10 pounds Ortho 16-16-16 per 1,000 square feet on surface and water thoroughly. Contractor shall be responsible for establishing watering schedule to keep lawn areas moist while preventing erosion.

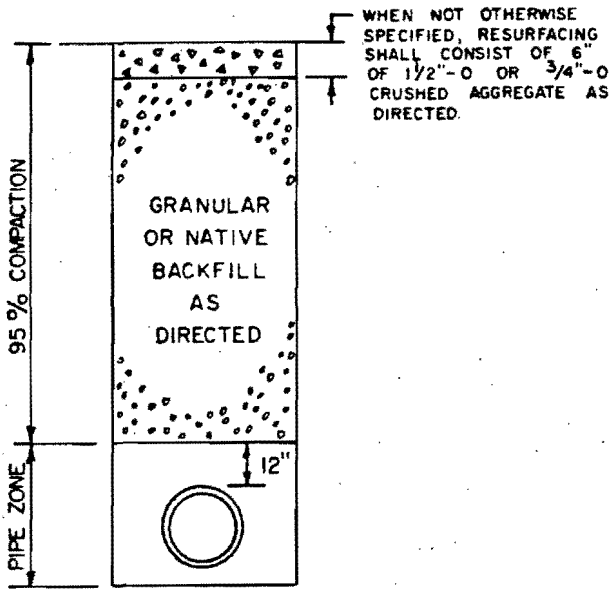
5) Lawn maintenance: Contractor shall maintain the lawns through the second mowing. During this maintenance and establishment period the Contractor shall be responsible for mowing, watering, reseeding, and fertilizing to establish a thick, dense turf acceptable to the Engineer. The Engineer may extend the maintenance period if turf is not sufficiently established.

3. Guarantee and Replacement

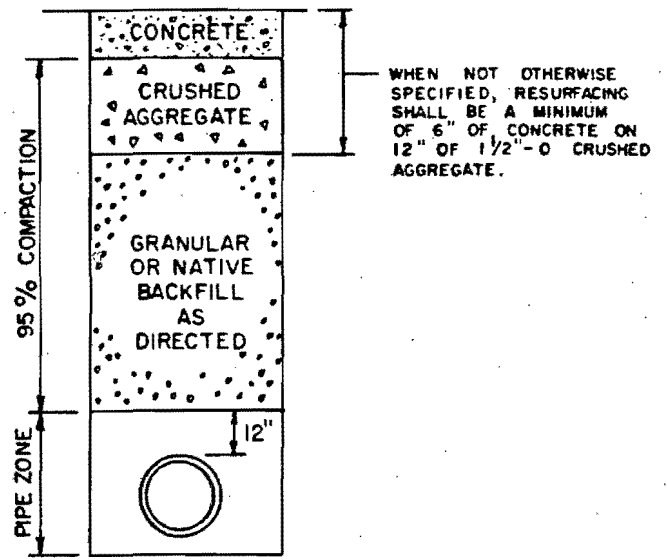
- a. Guarantee all plant material after final acceptance for duration of one full growing season or one year, whichever is longer.
- b. Replace plant material not surviving or in poor condition; except only loss or damage due to freezing, vandalism, or acts and neglects on the part of others.

C-1D PAYMENT

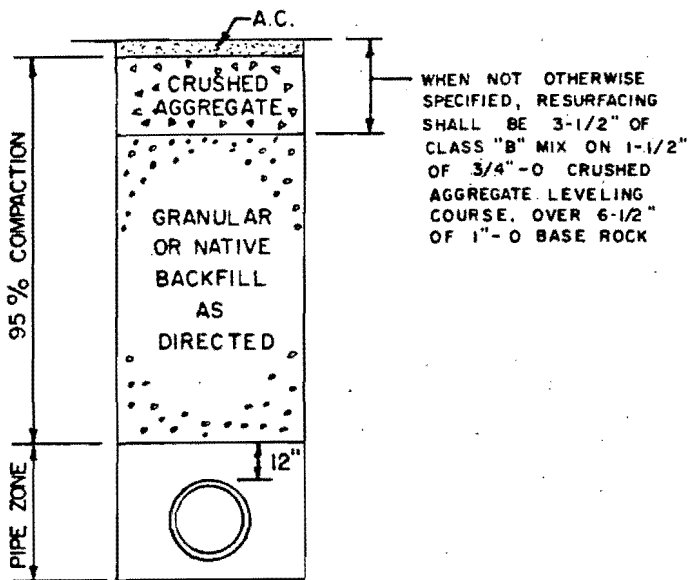
1. Payment for landscaping shall be made at the lump sum named in the proposal for all work included under this section.
2. Imported topsoil shall not be paid for separately.
3. All work must be complete and acceptable to the Engineer.



TRAVELED UNIMPROVED STREET



HARD SURFACE (CONCRETE)

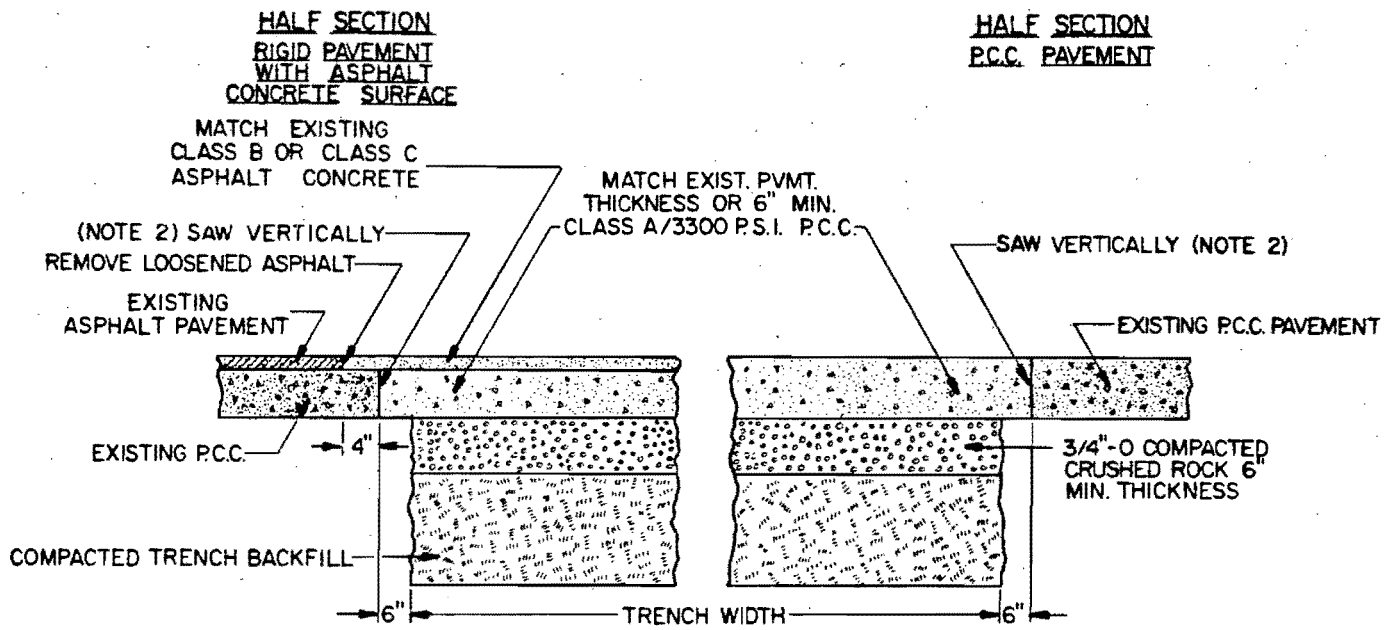


OIL GRAVEL OR ASPHALTIC CONCRETE SURFACE

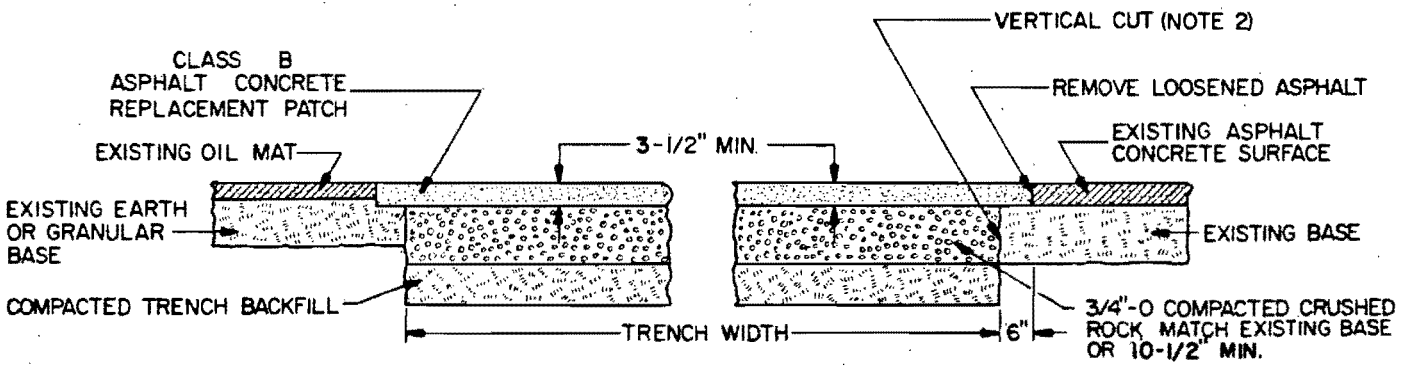
NOTES:

1. THE TRENCH WIDTH WHEN ITS DEPTH IS LESS THAN 4.0 FEET; EQUALS THE INSIDE DIAMETER OF THE PIPE PLUS 12 INCHES.
2. THE TRENCH WIDTH WHEN ITS DEPTH IS MORE THAN 4.0 FEET; EQUALS THE INSIDE DIAMETER OF THE PIPE PLUS 18 INCHES (FOR PIPE LESS THAN 24 INCHES) AND EQUALS THE I.D. OF THE PIPE PLUS 24 INCHES (FOR PIPE LARGER THAN 24 INCHES)

STANDARD TRENCH
DETAIL



TYPICAL PATCH FOR RIGID PAVEMENT

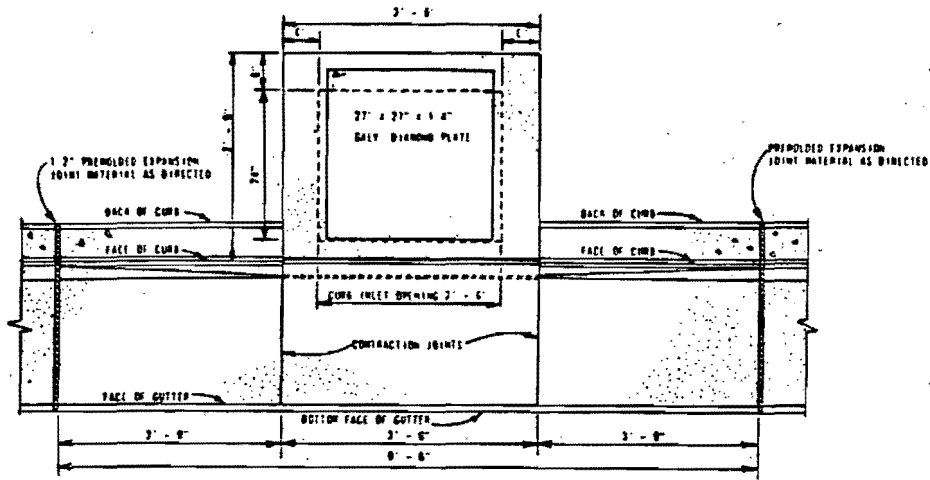


TYPICAL PATCH FOR FLEXIBLE PAVEMENT

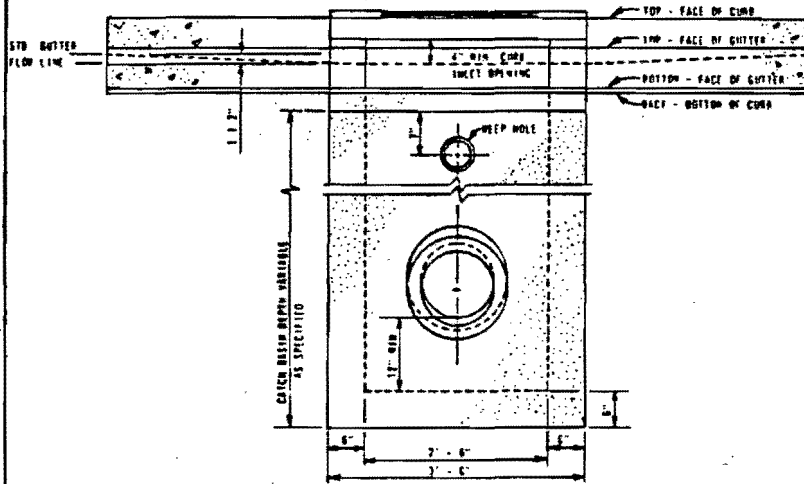
NOTES

- 1. CUTS IN AC PAVEMENT SHALL BE MADE WITH CONCRETE SAW.
- 2. CUTS IN P.C.C. PAVEMENT SHALL BE MADE WITH A CONCRETE SAW.

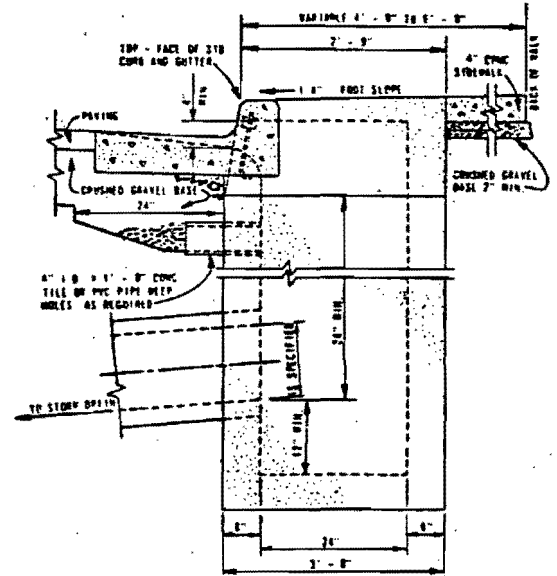
PAVEMENT PATCHING



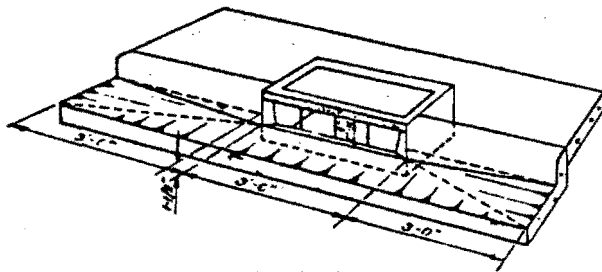
PLAN VIEW



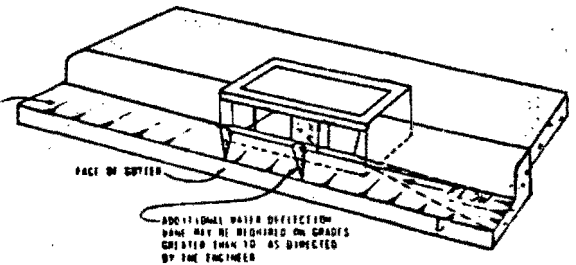
FRONT VIEW



SIDE VIEW



NORMAL GUTTER
SLOPE: 5:11'

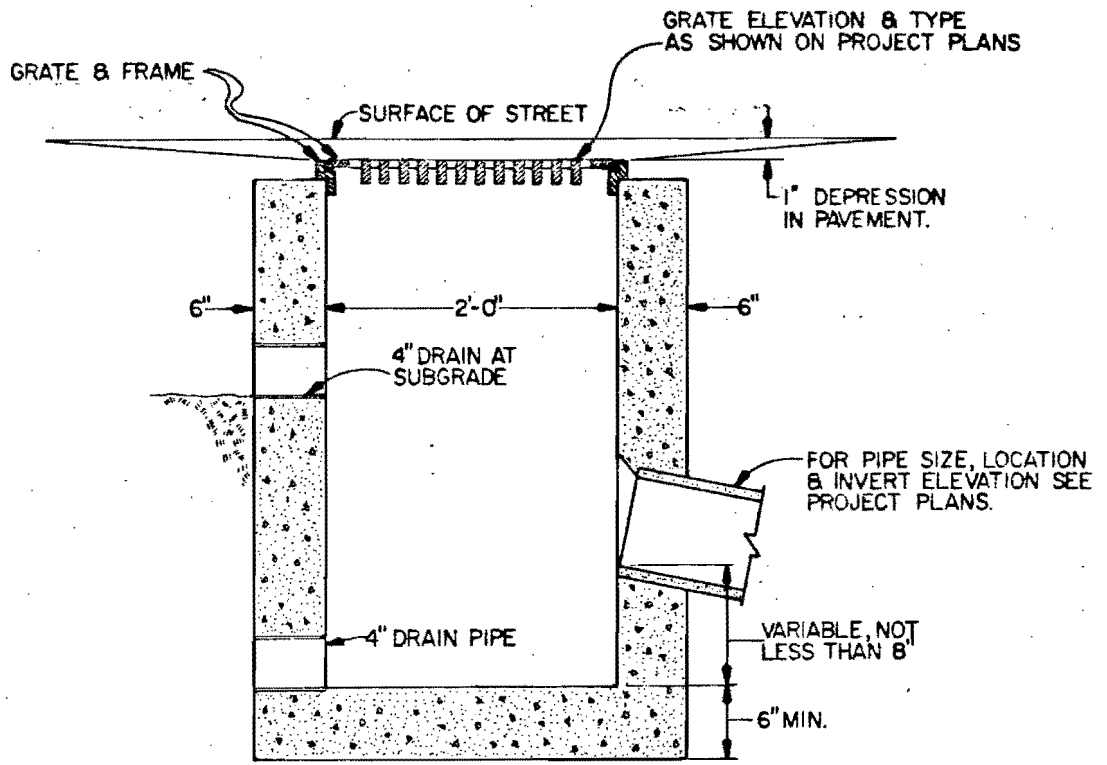


DETAIL "B"
(GRADES 5% AND GREATER)

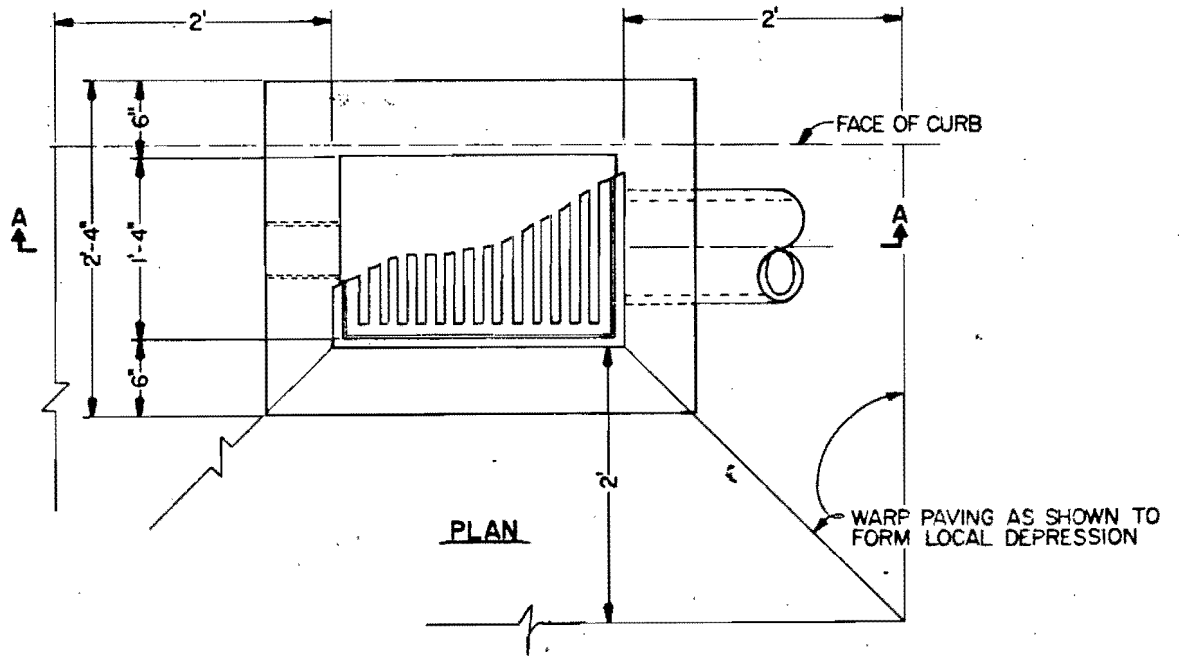
NOTES

- 1 THE CONCRETE CURB INLET SHALL BE MANUFACTURED BY ONE'S CONCRETE SPECIALTY DIVISION, OR AN APPROVED EQUAL.
- 2 UNLESS OTHERWISE SPECIFIED, MODEL 2 & 24 SHALL BE USED.
- 3 WHEN OVERALL HEIGHT OF CURB INLET AND CATCH BASIN IS LESS THAN FIVE FEET (MEASURED FROM TOP OF CURB) THE CATCH BASIN WALL THICKNESS MAY BE REDUCED TO 4". CARE MUST BE MADE TO MATCH INSIDE DIMENSIONS.
- 4 ALL FABRICATED METAL PARTS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION.
- 5 CONCRETE SHALL ATTAIN A MIN. COMP. STRENGTH OF 3000 P.S.I. IN 28 DAYS.

STANDARD CURB
INLET AND STANDARD
CATCH BASIN

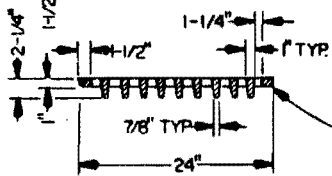
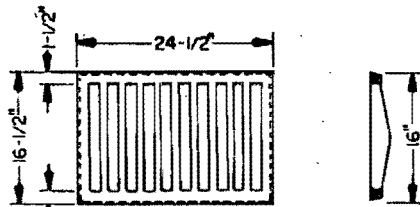


SECTION A-A

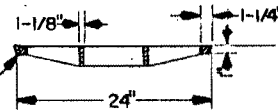
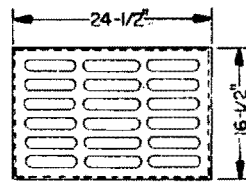


TYPE I CATCH BASIN

REVISED 3/30



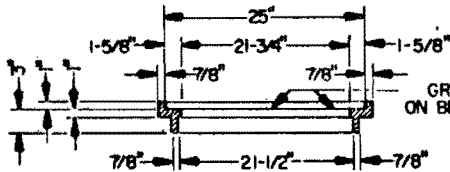
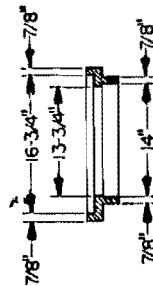
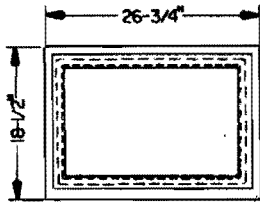
GRIND SMOOTH FINISH ON BEARING SURFACES



TYPE A GRATE
1-1/4" CLEAR SPACING

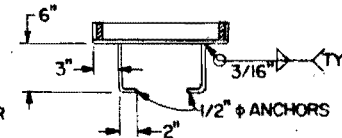
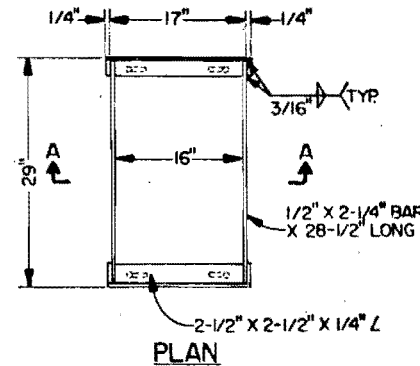
TYPE B GRATE
1-3/8" CLEAR SPACING

GRATE DETAILS
(CAST IRON OR CAST STEEL)

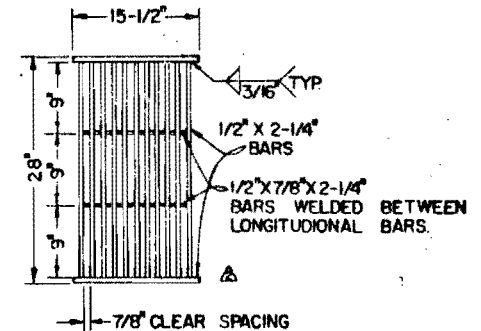


GRIND SMOOTH FINISH ON BEARING SURFACES

GRATE FRAME DETAILS
(CAST IRON OR CAST STEEL)



ALTERNATIVE WELDED GRATE FRAME
(FOR USE WITH WELDED GRATE)

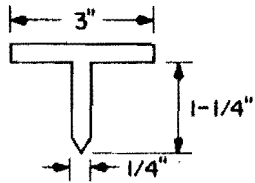


TYPE B WELDED GRATE

NOTES

1. ALL CASTINGS SHALL CONFORM TO ASTM A 48 (AASHO M 105) FOR GRAY IRON CASTINGS, CLASS 30, OR AASHO M 192 (CLASS 70) FOR CAST STEEL.
2. ROUNDS, FILLETS, TAPERS AND OTHER MINOR MODIFICATIONS TO THE DIMENSIONS SHOWN FOR CASTINGS MAY BE MADE TO CONFORM TO COMMON SHOP PRACTICES.
3. GRATES AND FRAMES MAY BE OF CAST OR WELDED CONSTRUCTION, AT THE CONTRACTOR'S OPTION.
4. STEEL FOR WELDED GRATE & FRAME SHALL BE ASTM A-7 OR ASTM A-373.

CATCH BASIN FRAMES AND GRATES
TYPES A AND B

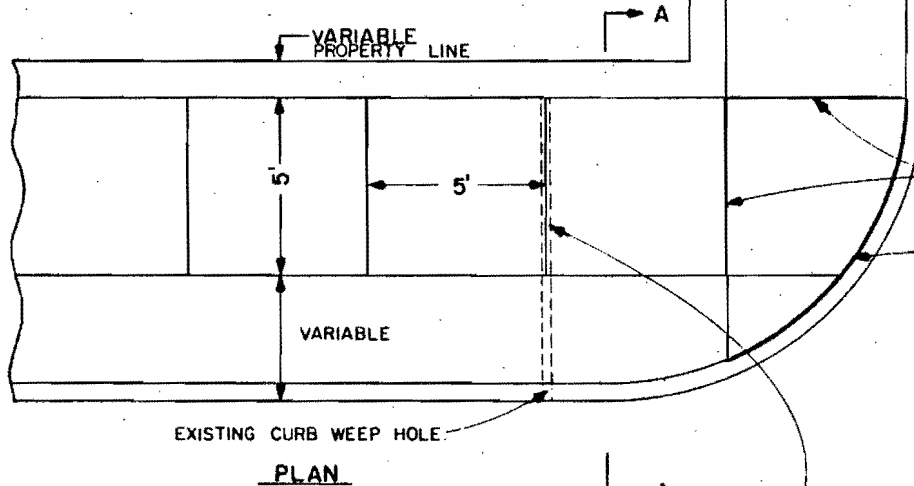


TYPICAL "TEE BAR"
JOINT MAKER

(APPROVED EQUAL ACCEPTABLE)

- NOTES:
1. EXPANSION JOINTS 1/2" X 3-1/2" PREMOULDED JOINT FILLER MATERIAL, SPACED 15' O.C. AND AT OTHER LOCATIONS SHOWN. MATERIAL SHALL BE RECESSED OR CUT TO WITHIN 1/2" OF THE FINISHED CONCRETE SURFACE.
 2. CONTRACTION "TEE BAR" JOINTS 1-1/4" DEEP, SPACED 5' O.C.
 3. 2500 P.S.I. CONCRETE TO BE USED FOR ALL SIDEWALKS.
 4. APPROXIMATE QUANTITIES: 0.01234 CU. YD. PER SQ. FT. OF 4" WALK.
 5. ALL PAVEMENT, TURF, OR PLANTED AREAS DISTURBED BY THE SIDEWALK CONSTRUCTION SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.

SD-6



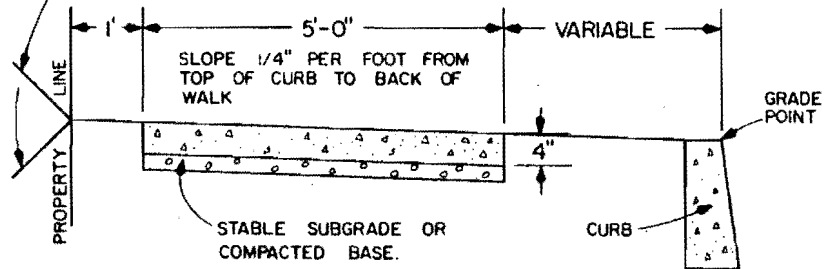
PLAN

INSTALL 4" ROOF DRAIN UNDER SIDEWALK IN ALIGNMENT WITH EXISTING WEEP HOLES IN CURB (AT CONTRACTION JOINT)

INSTALL 3" ROOF DRAINS UNDER SIDEWALK TO MEET EXISTING WEEP HOLES IN CURB. WHERE NO WEEP HOLES EXIST INSTALL WEEP HOLES AND DRAINS AS DIRECTED BY CITY ENGINEER.

- CURB
- EXPANSION JOINT
- CONTRACTION JOINT

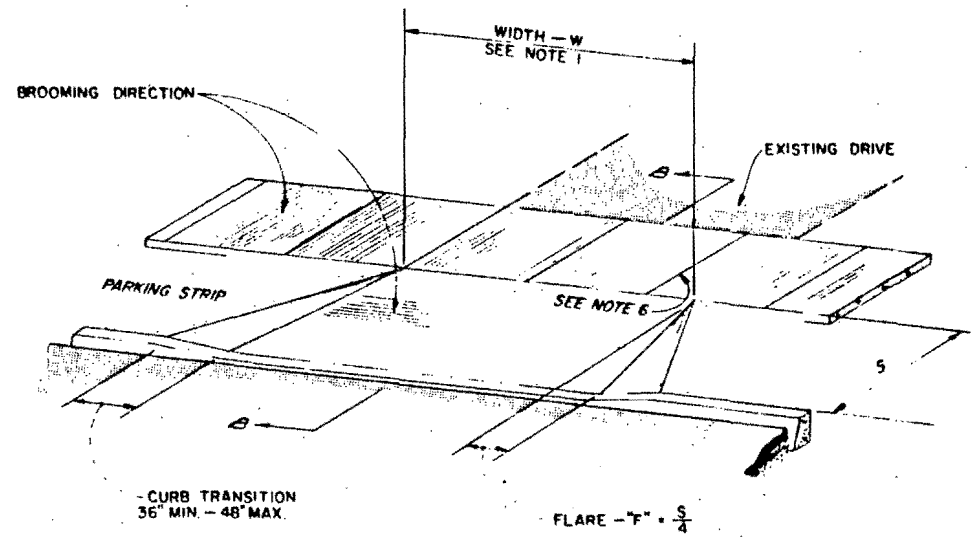
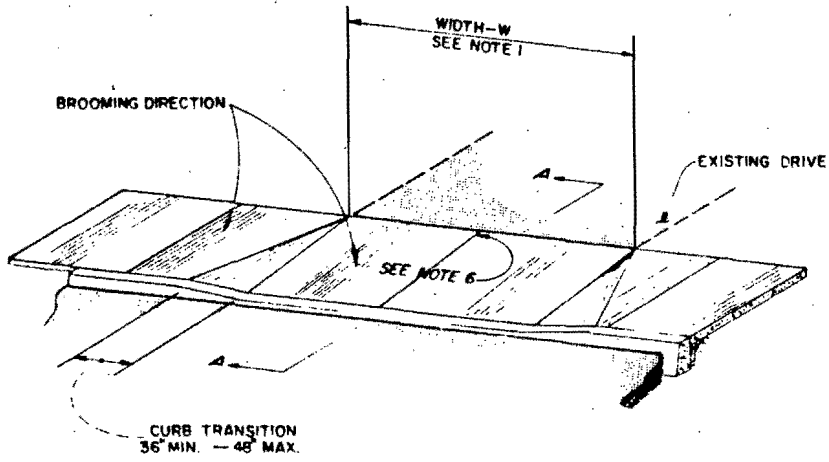
CUT OR FILL SLOPE 2 HORIZ. TO 1 VERT. (OR FLATTER). VERTICAL BANKS NOT PERMITTED.



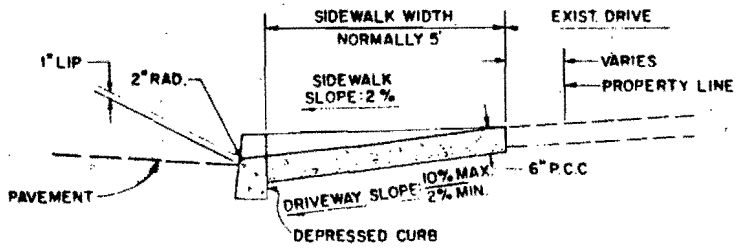
SECTION A-A

- EXPANSION JOINTS
- EXPANSION JOINT IN RADIUS WHERE SIDEWALK ABUTS CURB.

STANDARD SIDEWALK
DETAIL

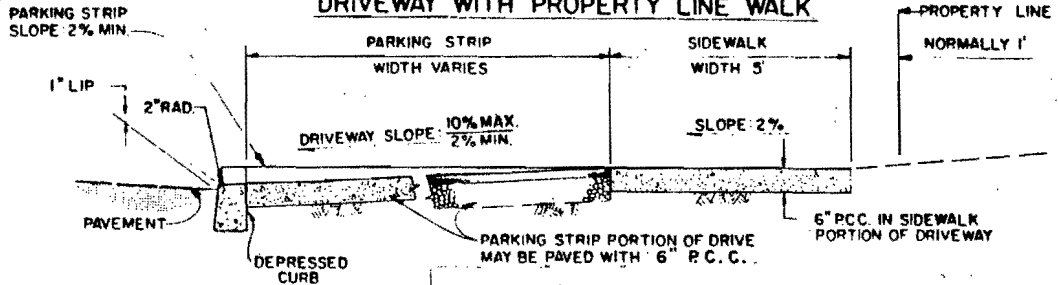


DRIVEWAY WITH CURB LINE WALK



SECTION A-A
NOT TO SCALE

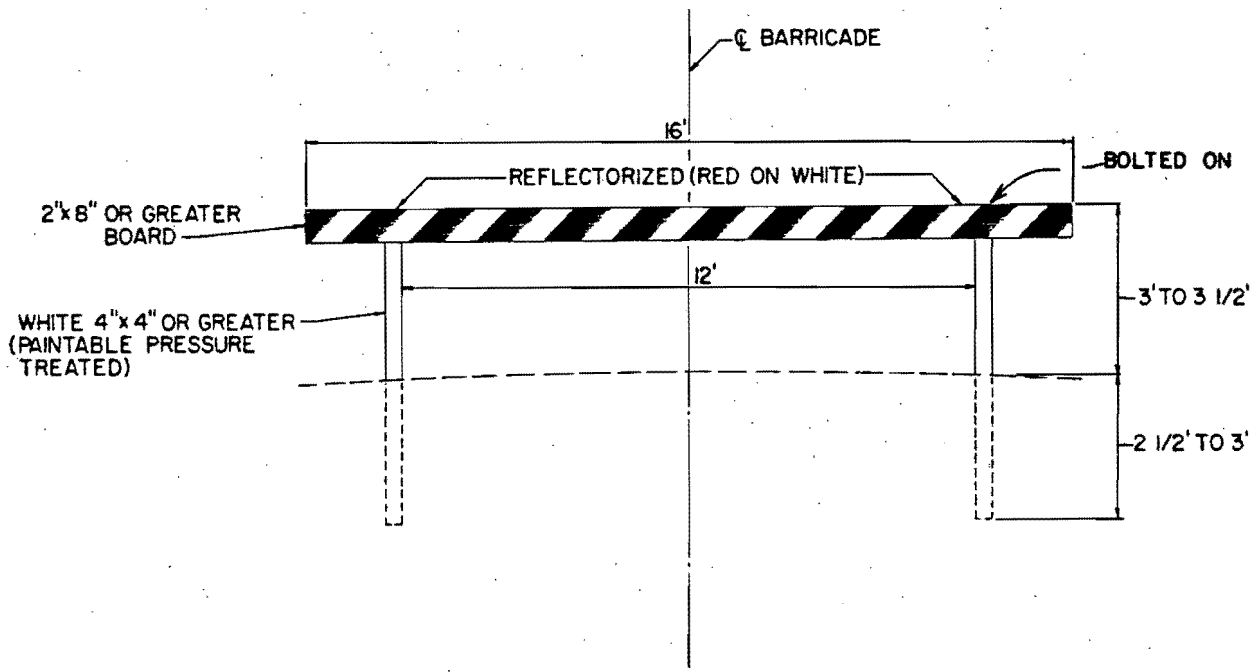
DRIVEWAY WITH PROPERTY LINE WALK



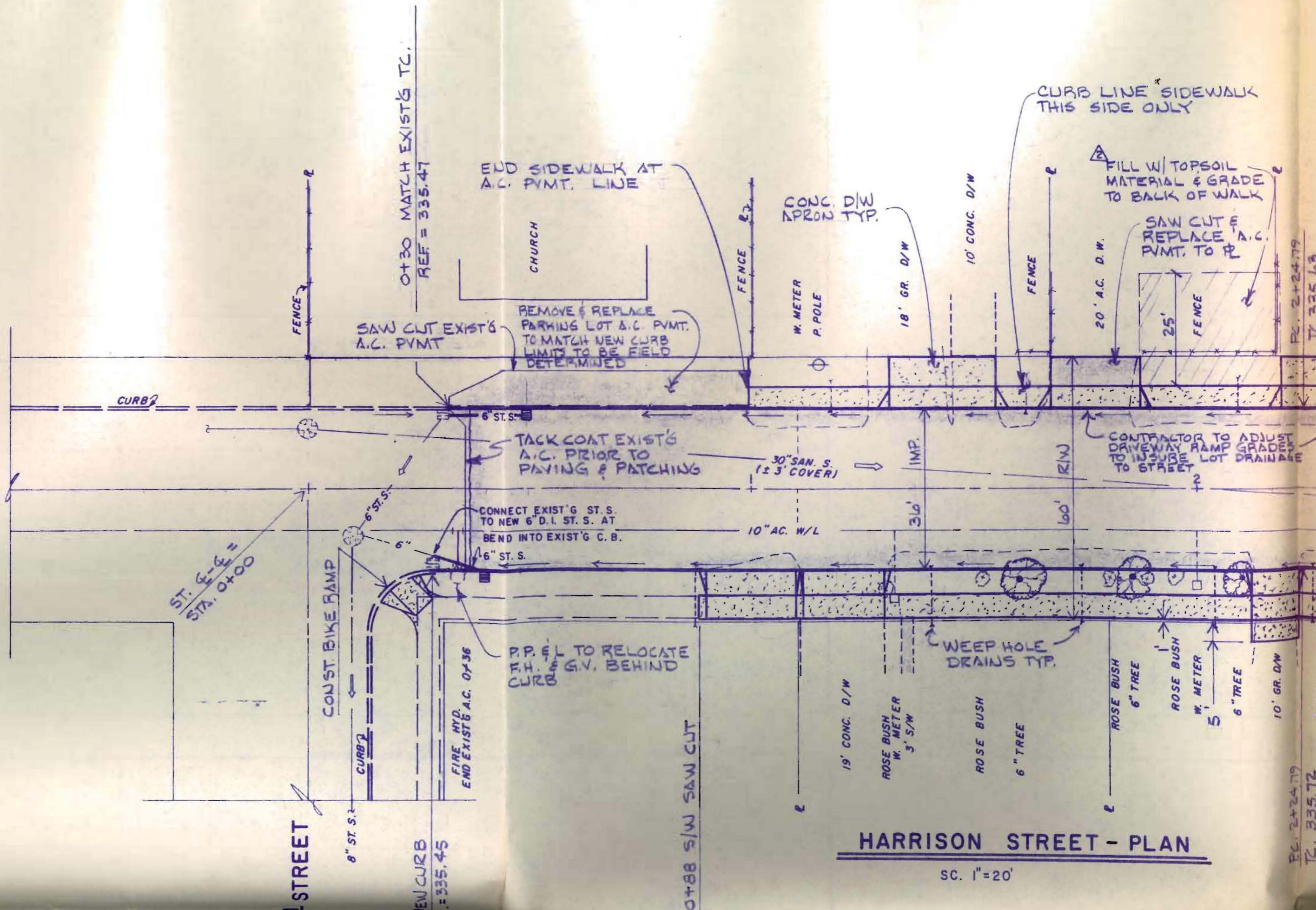
SECTION B-B
NOT TO SCALE

STANDARD DRIVEWAY DETAILS

SD-7



**STANDARD FOR PERMANENT
 BARRICADE**



0+30 MATCH EXIST'G TC.
REF = 335.47

END SIDEWALK AT
A.C. PYMT. LINE

CHURCH

CONC. D/W
APRON TYP.

CURB LINE SIDEWALK
THIS SIDE ONLY

FILL W/ TOPSOIL
MATERIAL & GRADE
TO BACK OF WALK

SAW CUT &
REPLACE A.C.
PYMT. TO R

SAW CUT EXIST'G
A.C. PYMT

REMOVE & REPLACE
PARKING LOT A.C. PYMT.
LIMIT TO BE FIELD
DETERMINED

W. METER
P. POLE

18' GR. D/W

10' CONC. D/W

20' A.C. D.W.

25'

FENCE

TACK COAT EXIST'G
A.C. PRIOR TO
PAVING & PATCHING

30" SAN. S.
(2' 3" COVER)

IMP.

CONTRACTOR TO ADJUST
DRIVEWAY RAMP GRADES
TO INSURE LOT DRAINAGE
TO STREET

CONNECT EXIST'G ST. S.
TO NEW 6" D.I. ST. S. AT
BEND INTO EXIST'G C.B.

10" AC. W/L

36'

60'

ST. E-X =
STA. 0+00

CONST. BIKE RAMP

6" ST. S.

6"

P.P. & L TO RELOCATE
T.H. & G.V. BEHIND
CURB

WEEP HOLE
DRAINS TYP.

19' CONC. D/W

ROSE BUSH
W. METER
3' S/W

ROSE BUSH

6" TREE

ROSE BUSH
6" TREE

ROSE BUSH
W. METER
5'

6" TREE

10' GR. D/W

STREET

8" ST. S.

NEW CURB
= 335.45

FIRE HYD.
END EXIST'G A.C. 0+36

0+88 S/W SAW CUT

HARRISON STREET - PLAN

SC. 1" = 20'

PL. 2+24.79
TL. 335.63

PL. 2+24.79
TL. 335.72

WALK

IF
GRADE
WALK

TO ADJUST
TO
DRAINAGE

6" TREE
10' GR. D/W
BUSH

PC. 2+24.79
TC. 335.72
PRC 2+51.49
TC. 335.80

1/2 SAC 2+66.98
TC. 335.85

PRC 2+51.49
TC. 335.92

1/2 SAC 2+66.98 LT.
= 3+58.06 RT. TC. 336.06

SAW CUT & REPLACE
EXIST'G S/W TO R

REMOVE EXIST'G
S/W

3/4 SAC 3+35.30 RT.
TC. 336.05

FULL SAC 3+12.53
TC. 335.99

3/4 SAC 2+89.75
TC. 335.92

SAW CUT &
REPLACE
EXIST'G CONG.
D/W

REMOVED BY
PROPERTY OWNER

EXTRUDED CURB
SEE DTL. BELOW

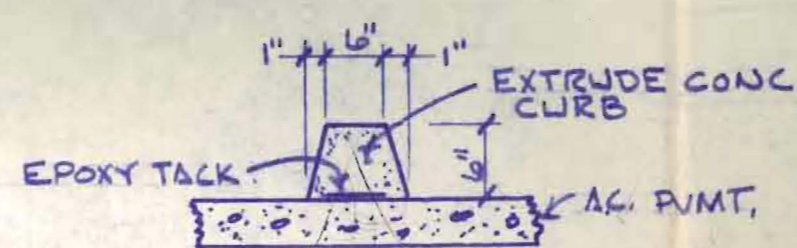
INSTALL STD. BARRICADE
2-PANELS 16' LG. EA.

REMOVE EXIST'G GRAVEL
BASE IN LANDSCAPED AREA.
SEED LANDSCAPED AREA AS
SPECIFIED. 3-10' RED MAPLE
TREES TO BE PLACED AS
ENGINEER DIRECTS

LANDSCAPED AREA
LIMITS TYP.

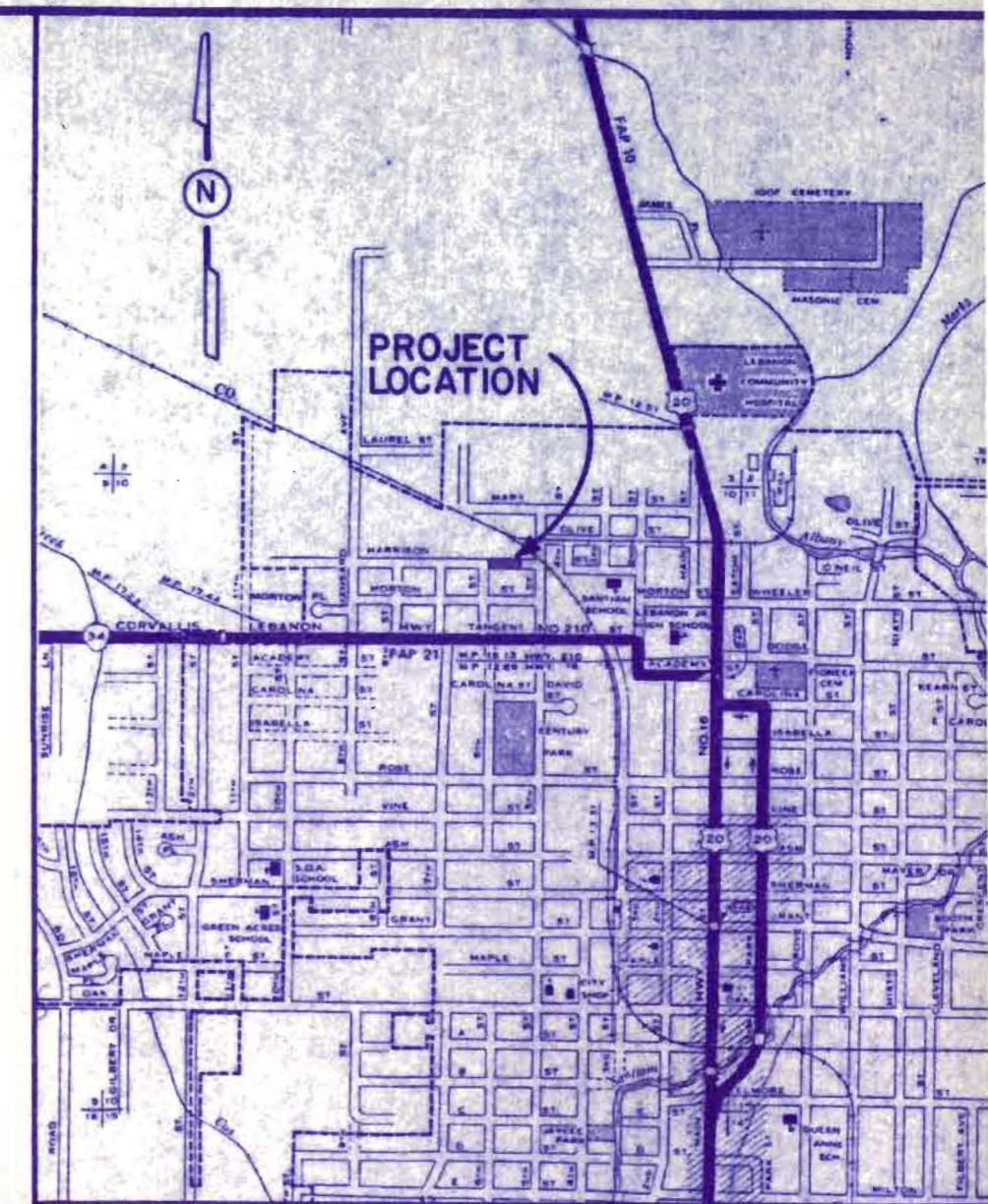


EXCAVATED ST. MTL'S MAY BE
PLACED IN VACANT LOT ~ STRIKE
OFF WASTE MTL'S FOR SMOOTH
FREE DRAINING SURFACE TO
SATISFACTION OF ENGINEER.
CONTACT ROBERT HOWERNAUF (258-7205)
TO LOCATE LIMITS OF FILL
AREA PRIOR TO CONSTRUCTION



EXTRUDED CURB DTL.

N.T.S.



VICINITY MAP

SC. 1" = 1600'

— NOTES —

1. UTILITY LOCATIONS SHOWN ARE APPROXIMATE ONLY. CONTRACTOR TO VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION. USE ONE CALL SERVICE 259-
2. ALL EXISTING FACILITIES TO BE MAINTAINED IN PLACE BY THE CONTRACTOR UNLESS OTHERWISE SHOWN OR DIRECTED. CONTRACTOR TO LEAVE EXISTING FACILITIES IN AN EQUAL TO OR BETTER THAN ORIGINAL CONDITION, TO THE SATISFACTION OF THE ENGINEER.
3. CONTRACTOR SHALL ERECT AND MAINTAIN BARRICADES, WARNING SIGNS, TRAP CONES AND OTHER SAFETY DEVICES DURING CONSTRUCTION. MAINTAIN ONE L OF TRAFFIC AT ALL TIMES. ACCESS TO PRIVATE DRIVEWAYS TO BE MAINTAINED AT ALL TIMES.
4. IF EXISTING DRIVEWAYS, SIDEWALKS, ETC., NEED TO BE ADJUSTED TO MATCH NEW STREET GRADE, THE LENGTH OF RECONSTRUCTION WILL BE DETERMINED BY THE ENGINEER AT THE TIME OF CONSTRUCTION.
5. DRIVEWAY LOCATIONS SHOWN ARE APPROXIMATE ONLY WITH FINAL LOCATIONS BE DETERMINED IN THE FIELD AT THE TIME OF CONSTRUCTION.
6. ALL EXISTING OR CONSTRUCTED MANHOLES, CLEANOUTS, MONUMENTS, VALVE BOXES AND SIMILAR STRUCTURES SHALL BE ADJUSTED TO MATCH FINISH GRADE OF THE STREET, SIDEWALK, OR MEDIAN STRIPS UNLESS OTHERWISE SHOWN.

BRUNING 40-22

6T

BEGIN
0+28 T

STA

EXIST'G WALK
TO REMAIN IN
PLACE

EXIST'G WALK
TO BE REMOVED
& REPLACED

338
336
334
332
338
336
334
332

0+00

0+00 MATCH
EXIST'G T.C. EL. =
335.34 LT.

0+30 MATCH EXIST'G
T.C. (REF. = 335.47)

0+50 P.V.L. = 335.07

STREET 4-4 = 0+00

EXIST'G C.B. STA.
0+30 RIM = 334.75
INV. 6" D.I. IN = 333.30
INV. EXIST'G 6" OUT =
333.26

C.B. STA. 0+50 LT.
RIM = 334.49
INV. OUT = 333.50

0+28 RT. MATCH EXIST'G
T.C. EL. = 335.45

P.V.L. 0+40 = 335.17

EXIST'G
C.B.

EXIST'G 6"

6" D.I. ST. S.
S = 1.08%

C.B. STA. 0+40 LT.
RIM = 334.59
INV. OUT = 333.50

EXIST'G ST. S. MH 0+10
RIM = 335.42
EXIST'G INV. OUT = 332.32

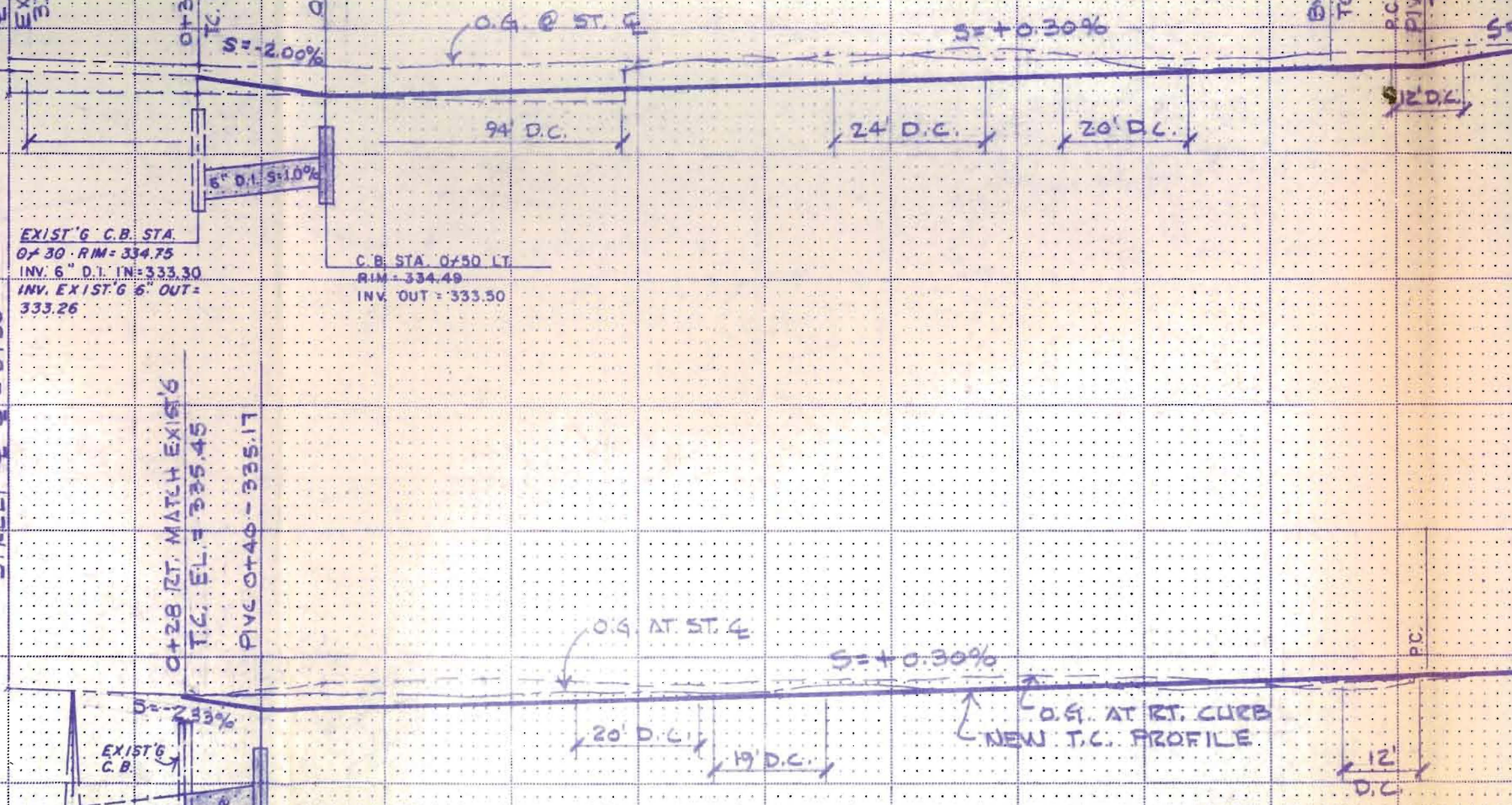
WATER LINE X-ING -
TO BE RELOCATED
AS REQ'D

LEFT CURB PROFILE

RIGHT CURB PROFILE

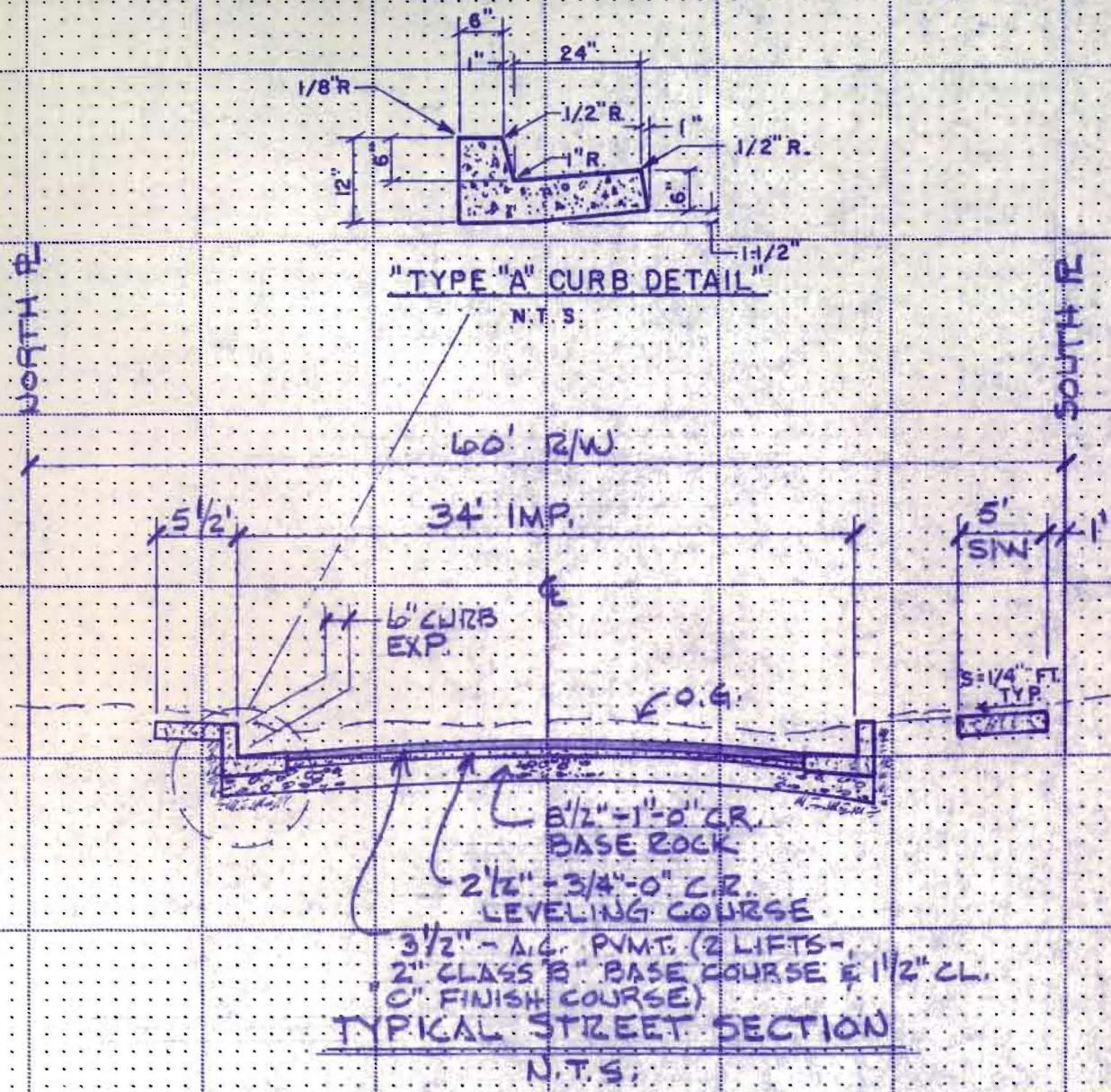
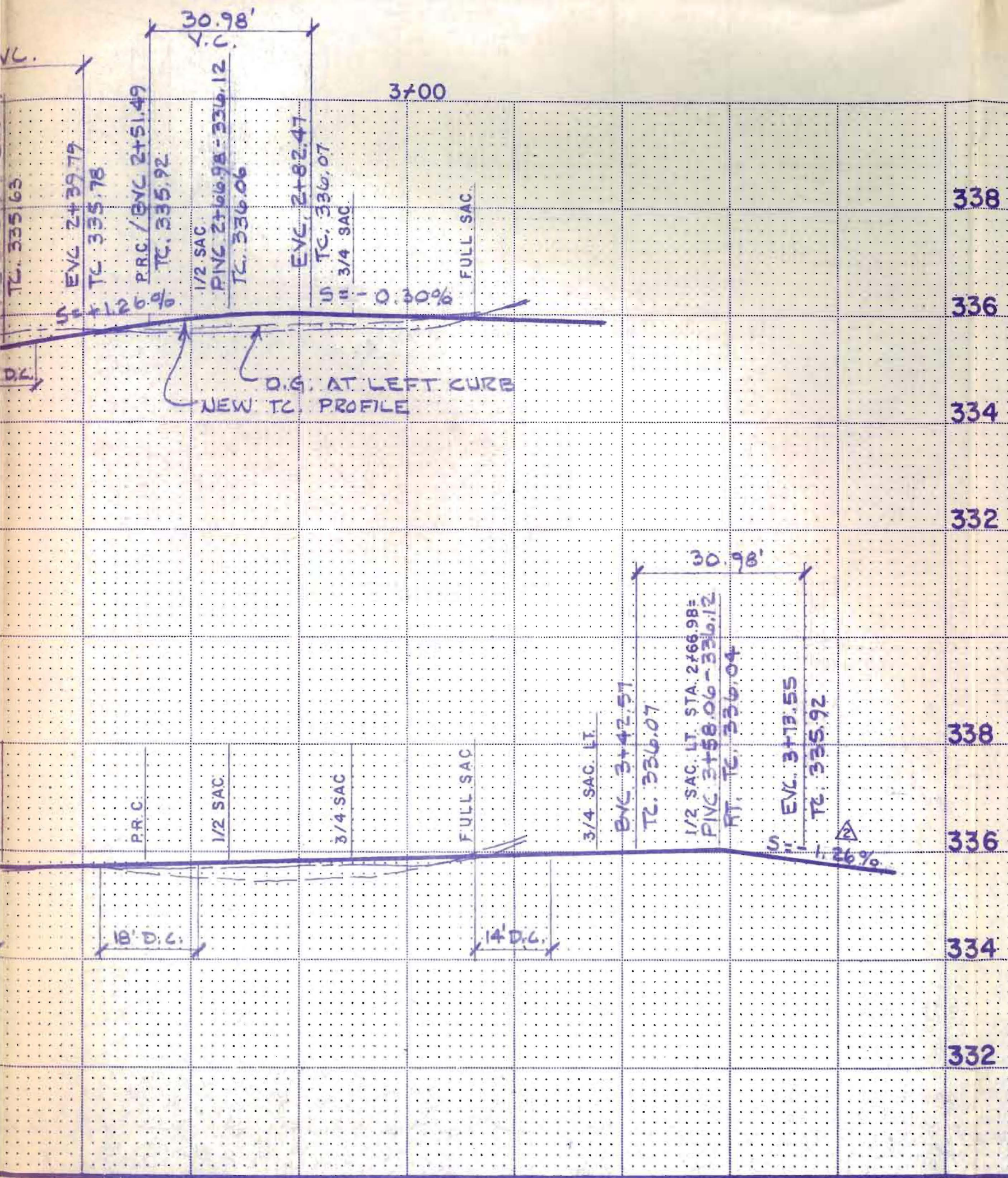
HARRISON STREET - PROFILE

SC: 1" = 2' VERT.
1" = 20' HORIZ.



GRADE OF THE STREET, SIDEWALK, OR MEDIAN STRIPS WHEREIN THEY LIE.

7. STORM SEWER PIPE TO BE CLASS 3 NON-REINFORCED CONCRETE PIPE CONFORMING TO ASTM C 14 UNLESS OTHERWISE SHOWN.
8. CONTRACTOR TO ARRANGE FOR WATER FACILITIES TO BE RELOCATED BY P.P. & L.
9. IMPORTED SILTY SAND TOP SOIL FREE OF DELETERIOUS MATTER TO BE PLACED IN ALL MEDIAN STRIP & LANDSCAPED AREAS, UNLESS - OTHERWISE SHOWN OR DIRECTED. GRADE TOP SOIL FOR SMOOTH FREE DRAINAGE SURFACE.
10. SEE SPECIFICATIONS FOR STANDARD DETAILS.

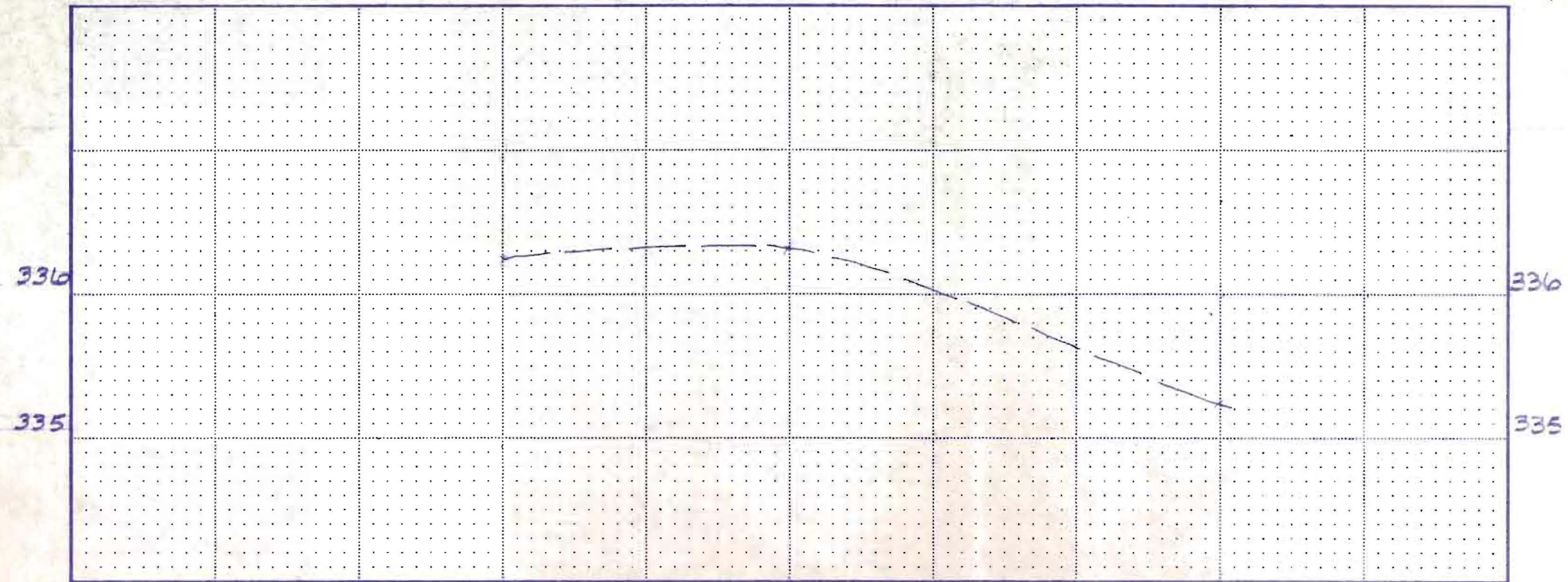


REV. NO.	DATE	REVISION	BY
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4/3/81		REVISED AS REQ'D FOR APPROVAL	S.W.

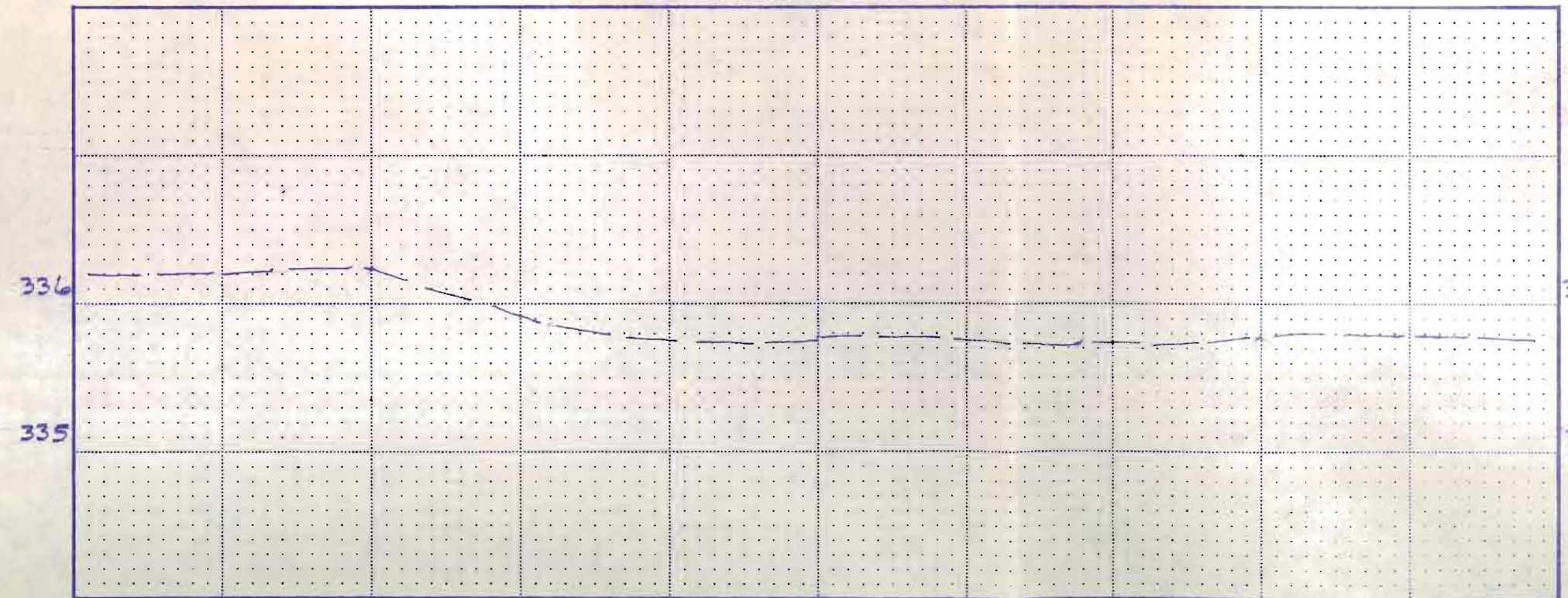
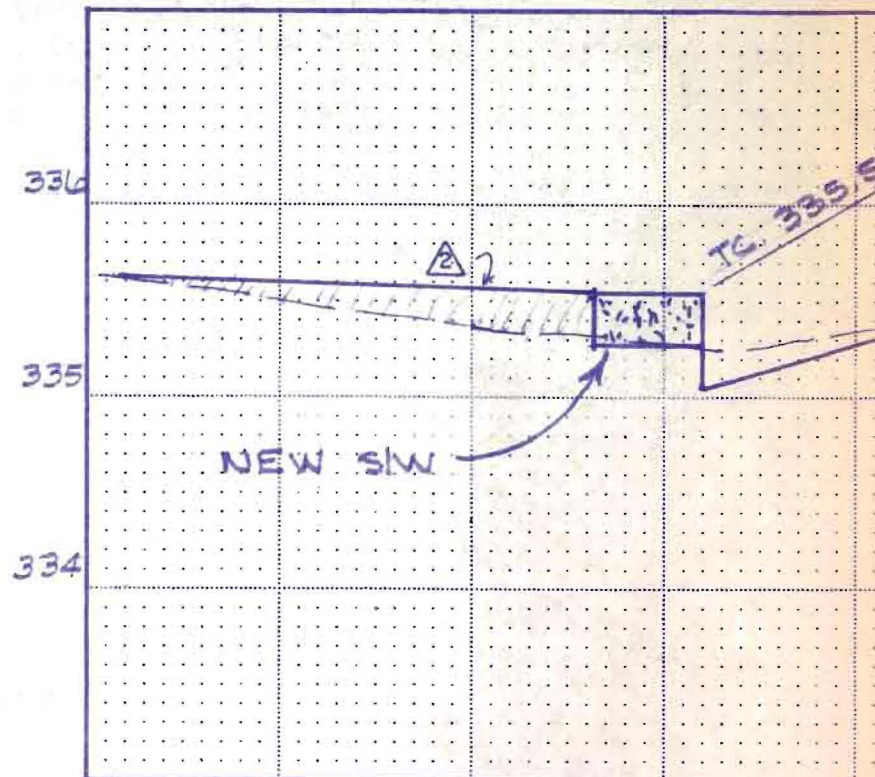


CITY OF LEBANON, OREGON
HARRISON STREET L.I.D.
STREET & STORM SEWERS

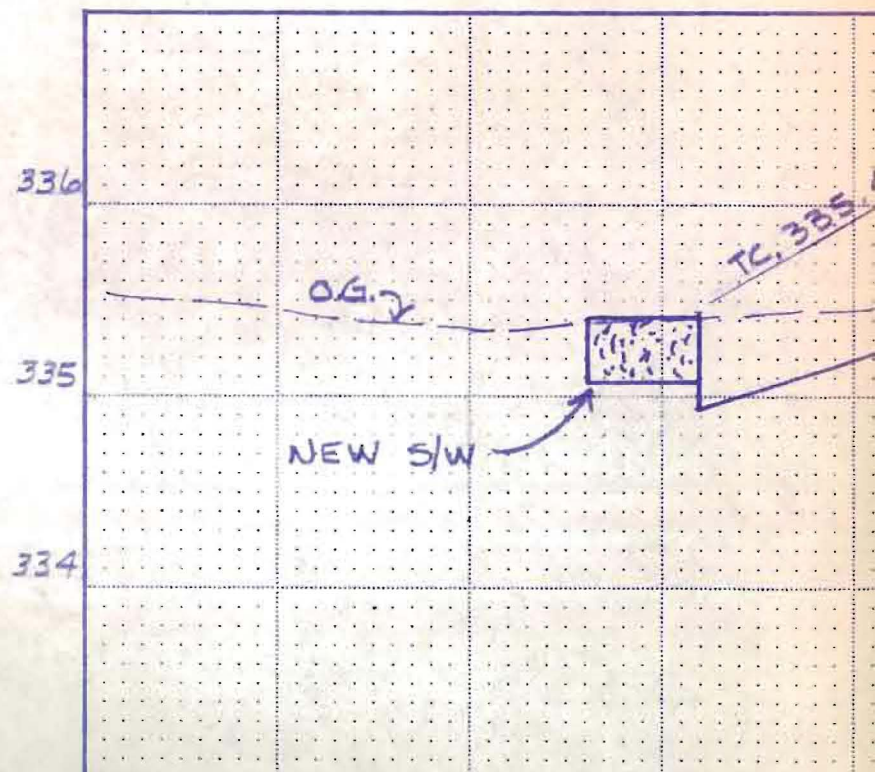
SCALE: NOTED	DATE: DECEMBER, 1980	JOB: 733
DSN. S.A.W	WESTECH ENGINEERING, INC. WE	SHEET NO.
DRN. M.D.P.		3421 25 TH ST. S.E. SALEM, OREGON
CKD.		OF 2



0
 ± STA. 3+21.5



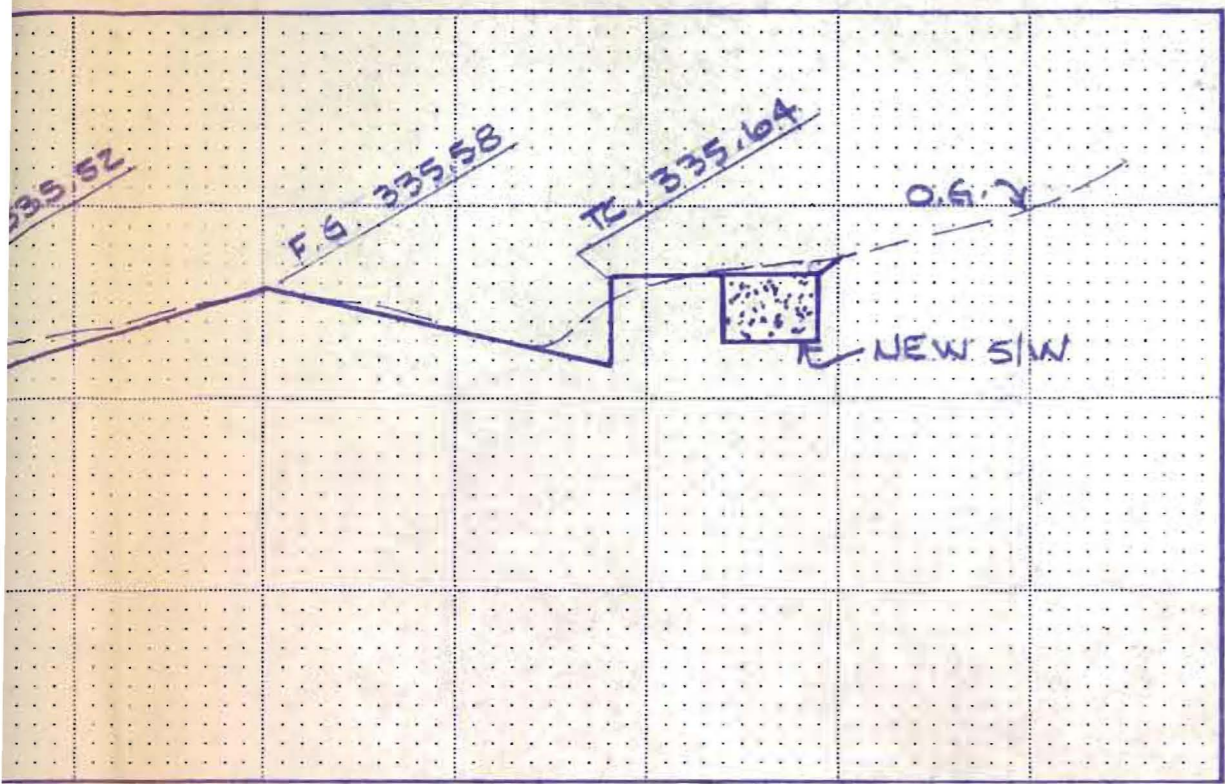
0
 ± STA. 3+00



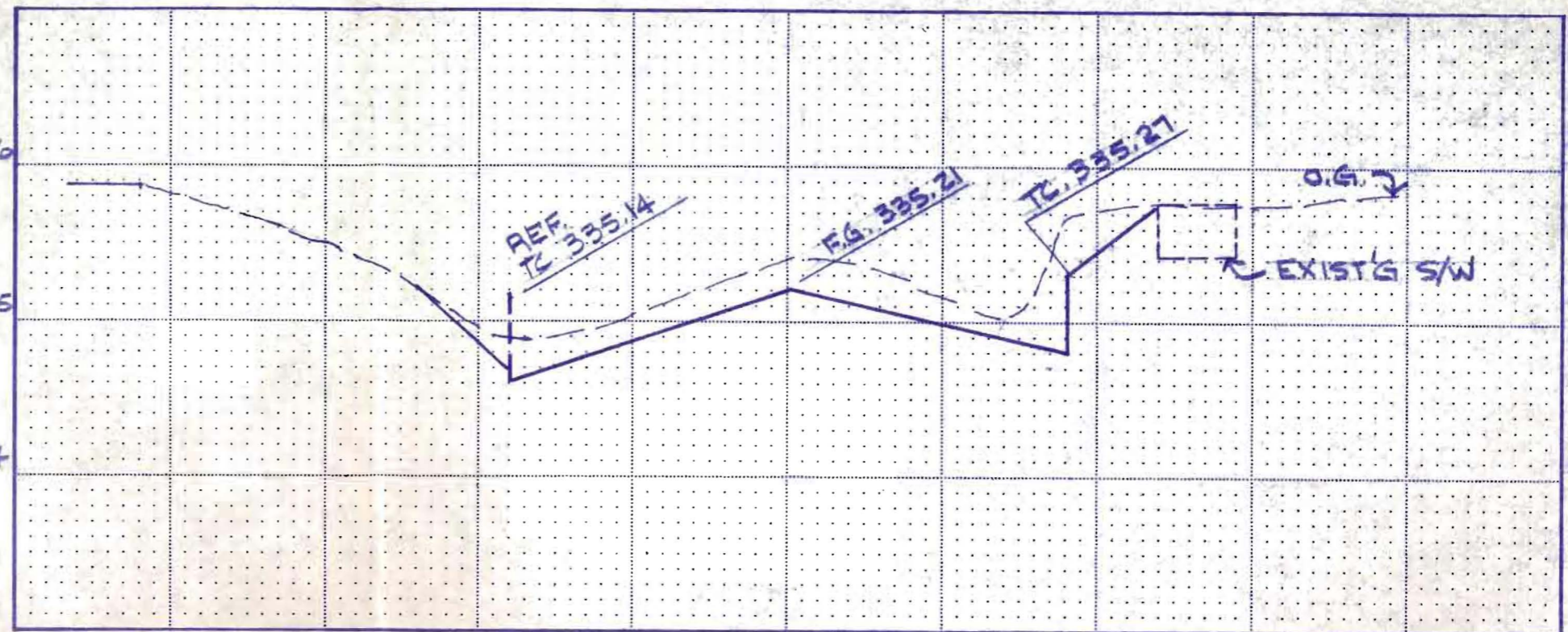
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F.G. 336.20

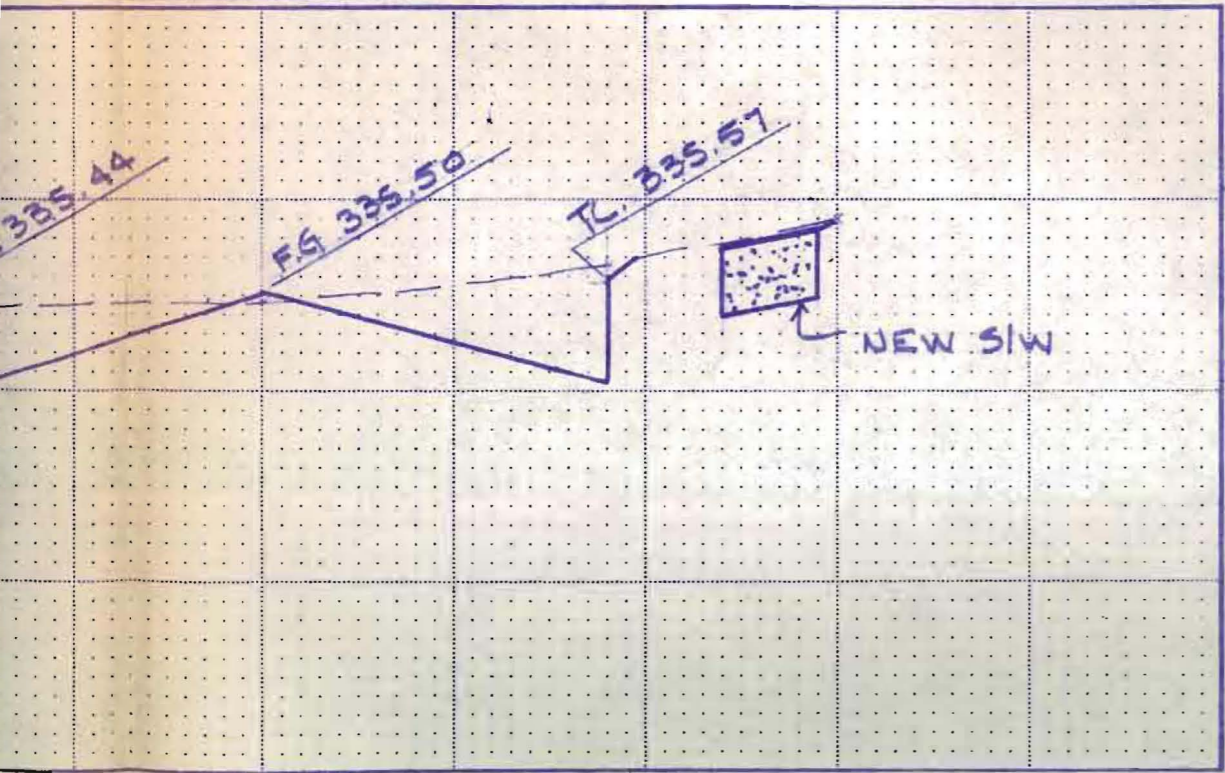
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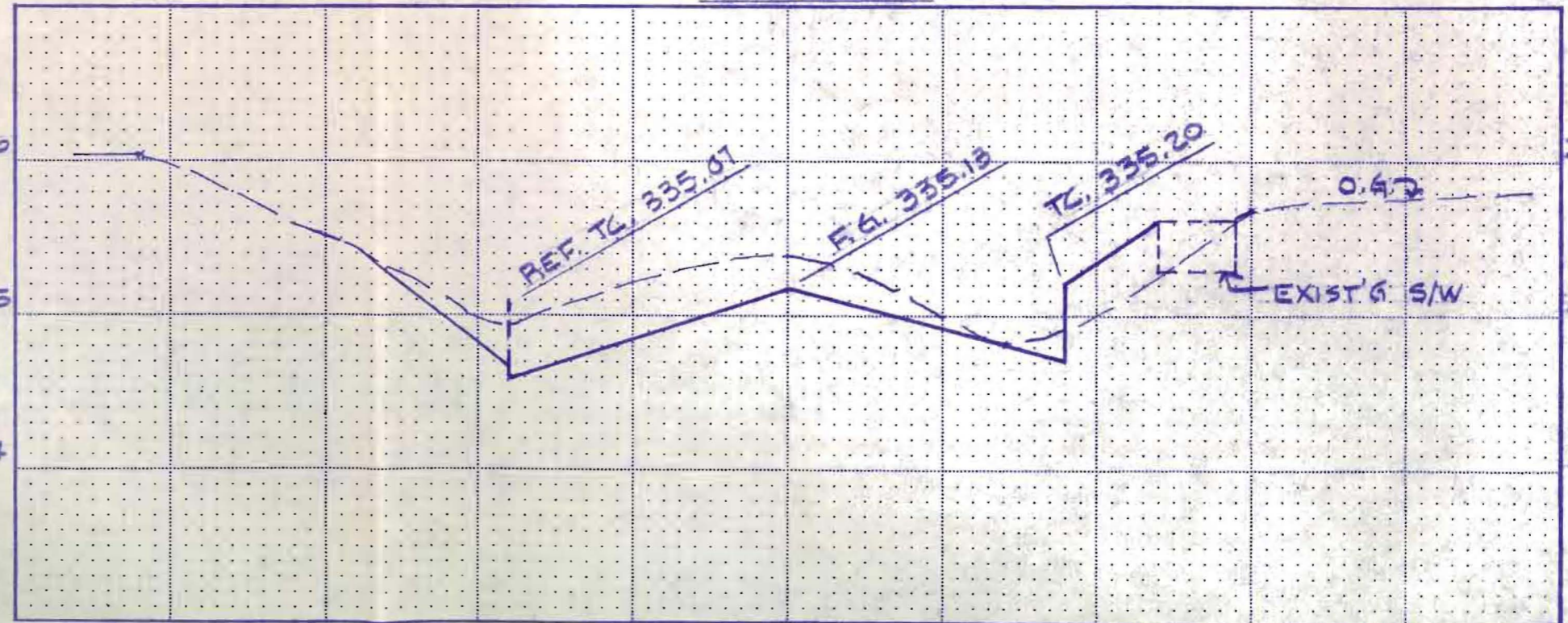
STA. 2+00



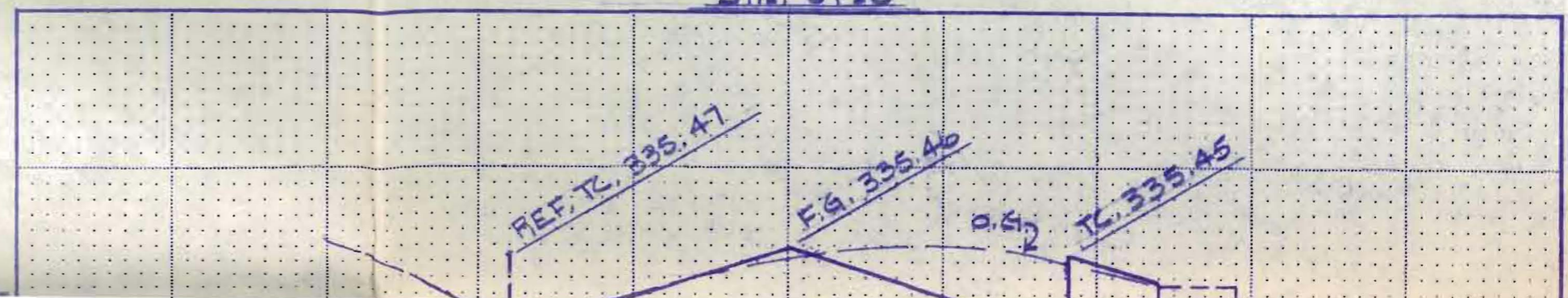
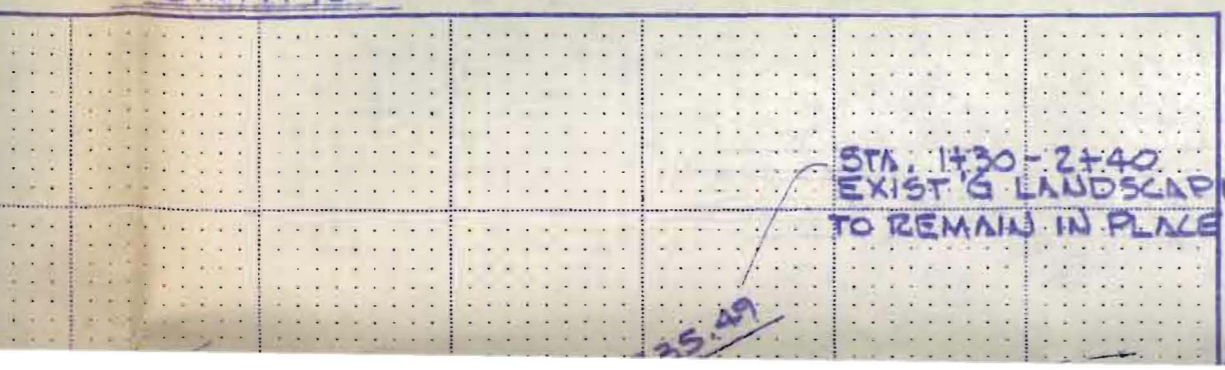
STA. 0+75



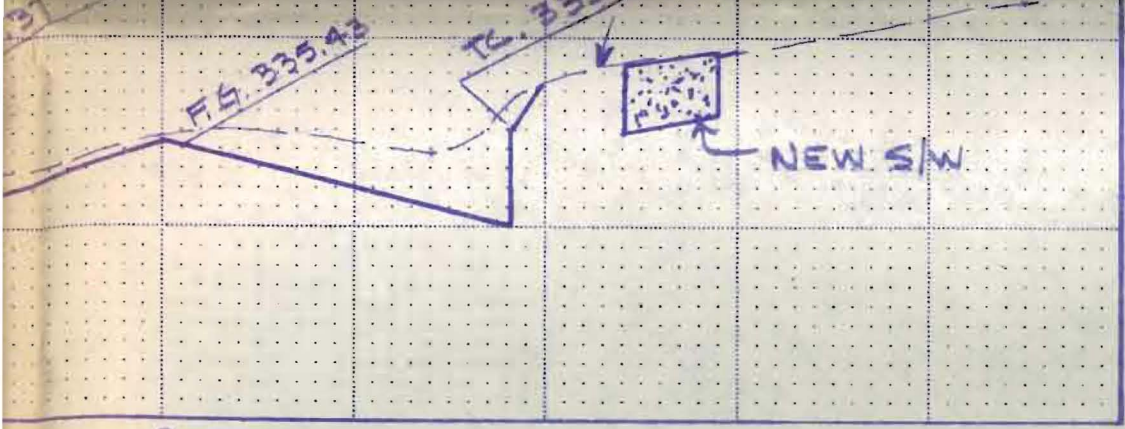
STA. 1+75



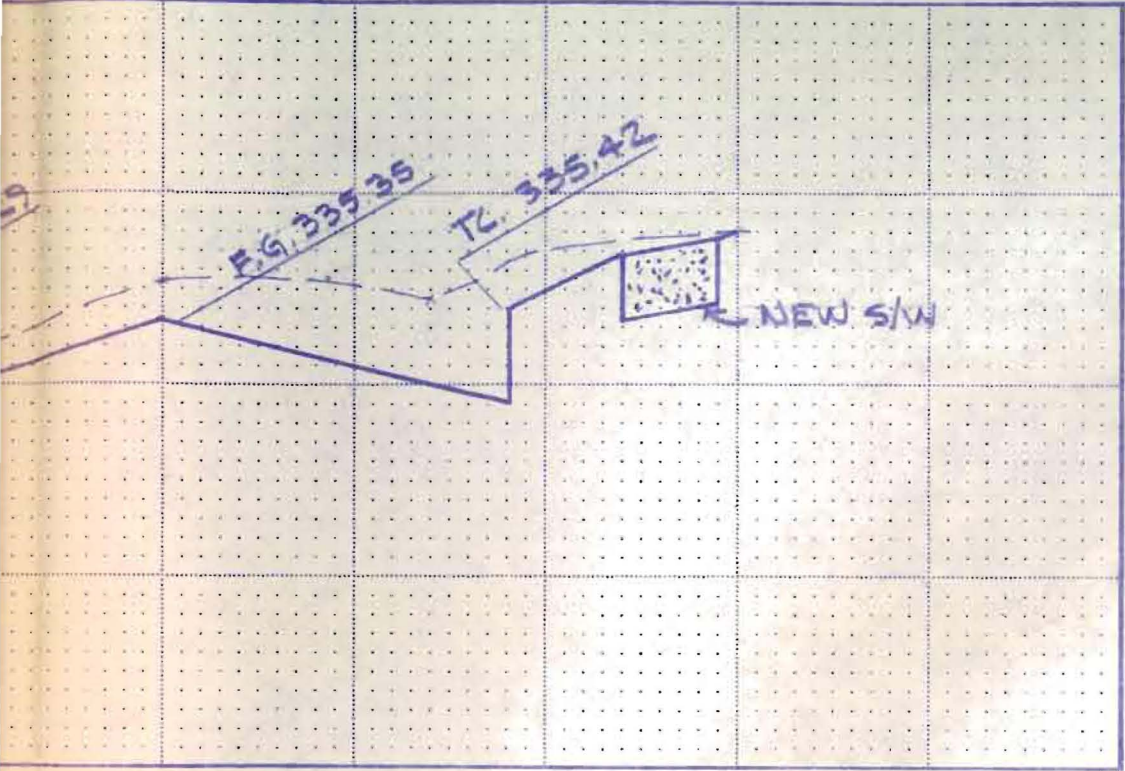
STA. 0+50



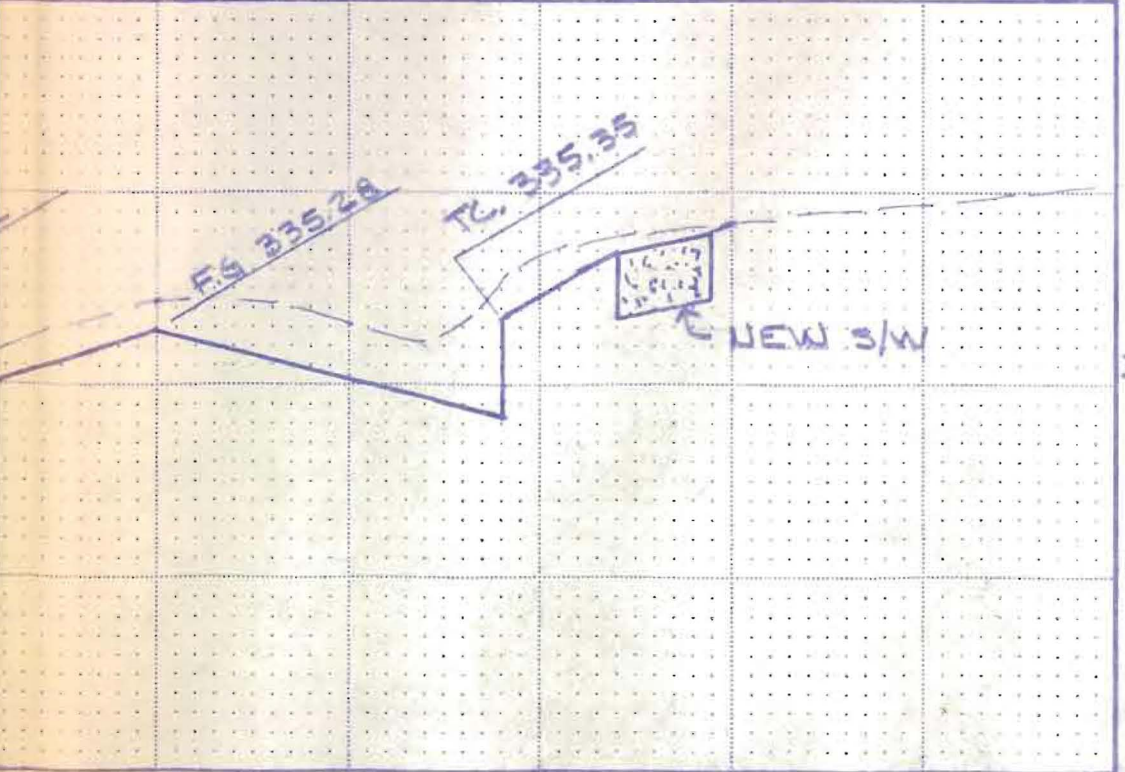
STA. 0+50



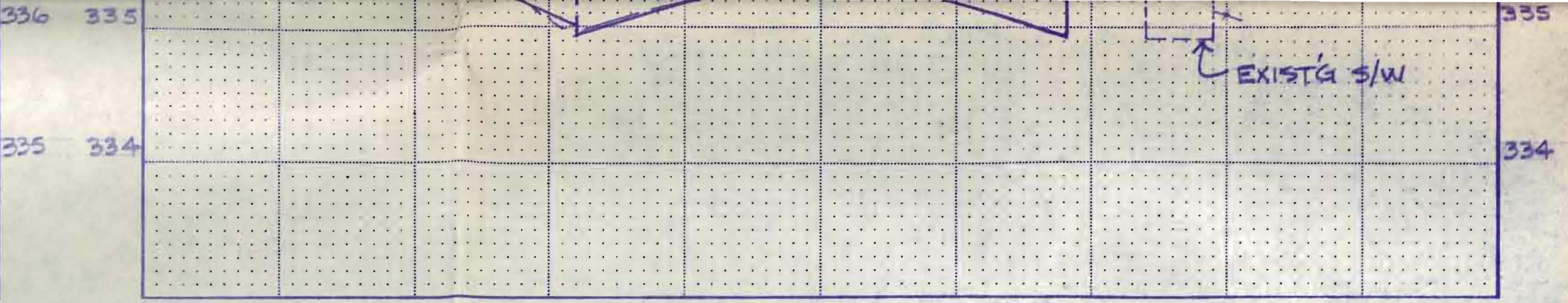
STA. 1+50



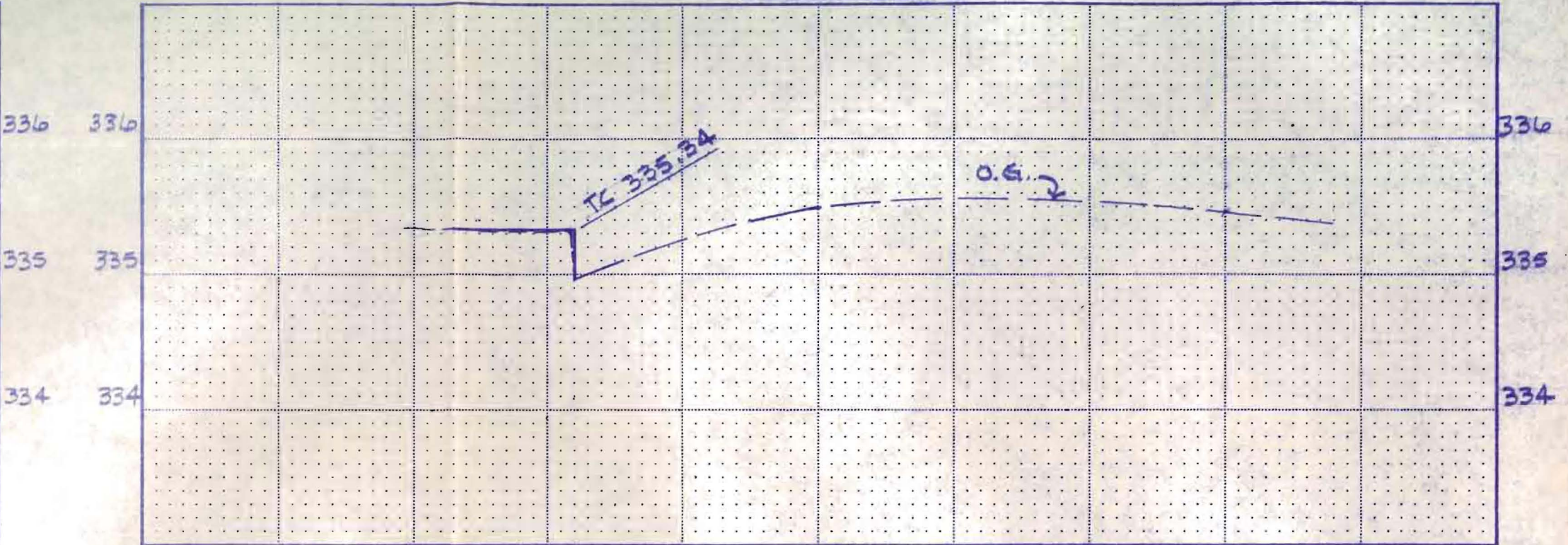
STA. 1+25



STA. 1+00



STA. 0+30



STA. 0+00

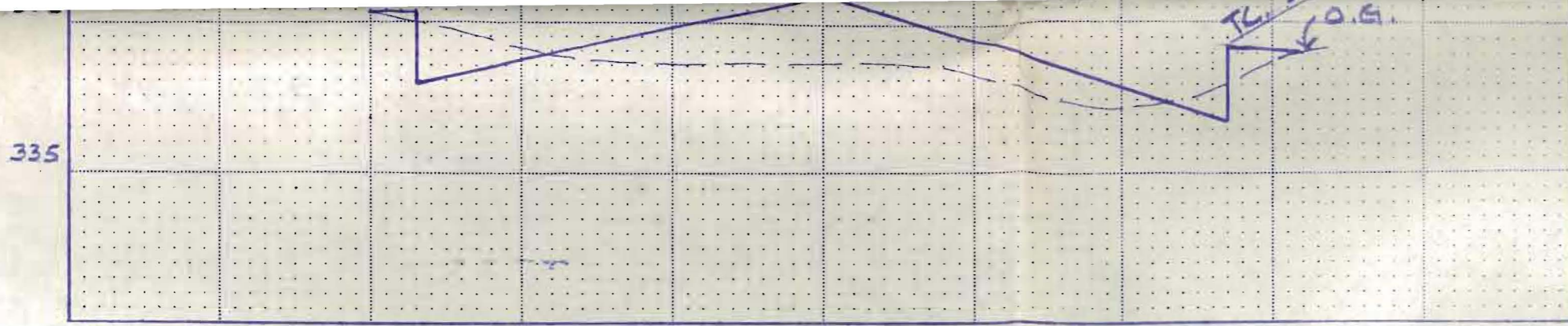
1" = 10' HORIZ.
1" = 1'-0" VERT.

REV. NO	DATE	REVISION	BY
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△	4/3/81	REVISED AS REQ'D FOR APPROVAL	S.W.

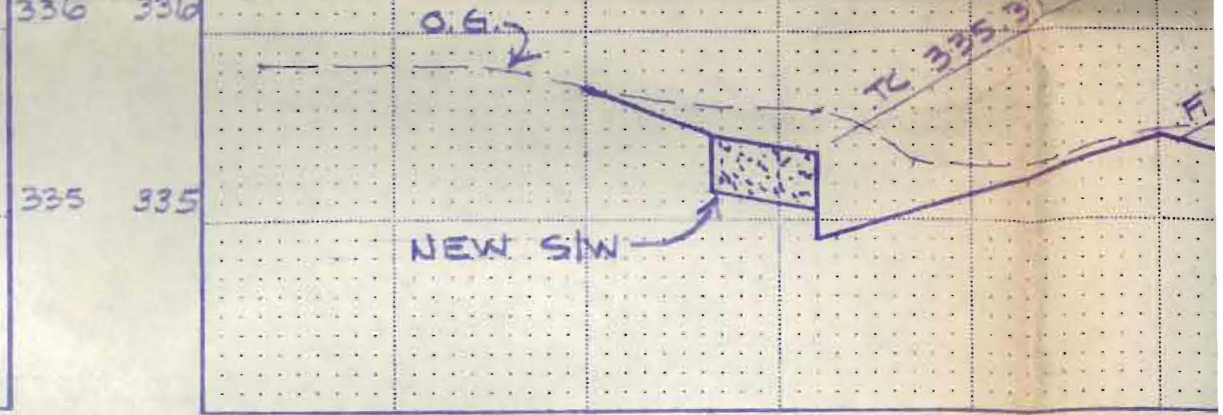


CITY OF LEBANON, OREGON
HARRISON STREET L.I.D.
STREET CROSS SECTIONS

SCALE: NOTED	DATE: DECEMBER, 1980	JOB: 733
DSN. S.A.W.	WESTECH ENGINEERING, INC. 3421 25 TH ST. S.E. LEBANON, OREGON	SHEET NO. →
DRN. M.D.P.		OF 2 ?



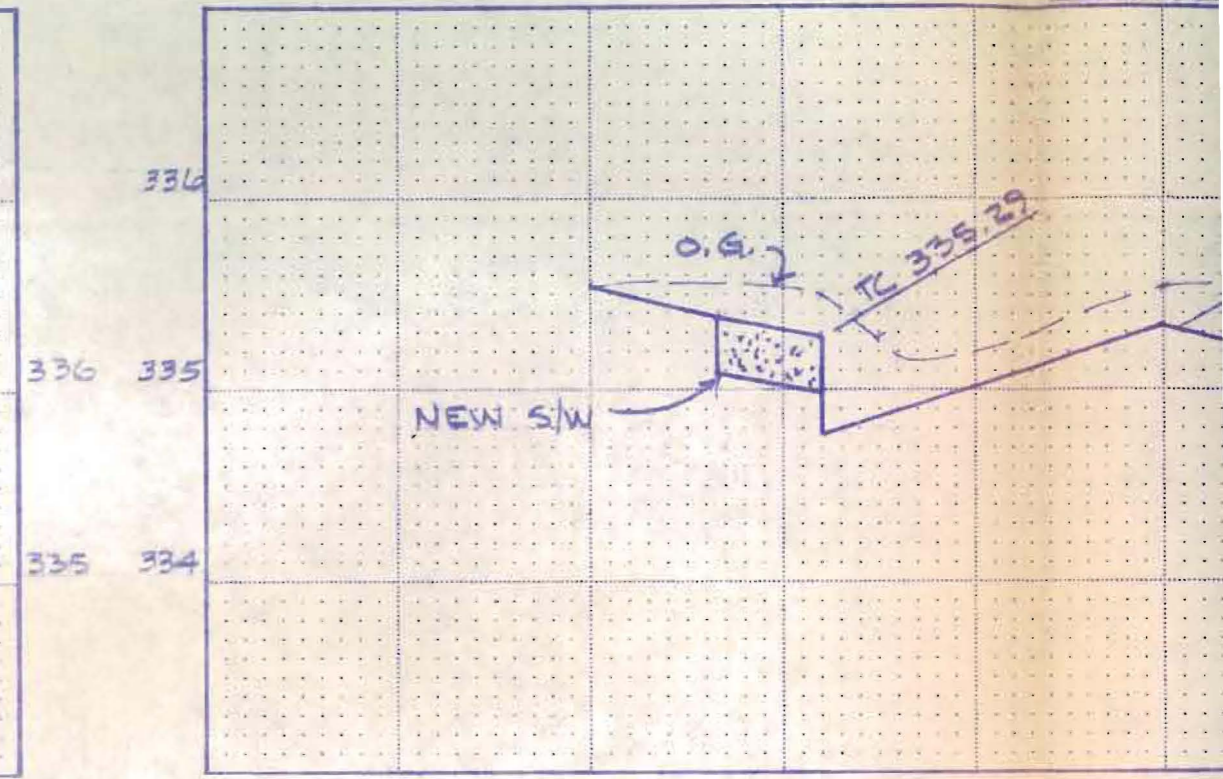
0
E STA. 2+75



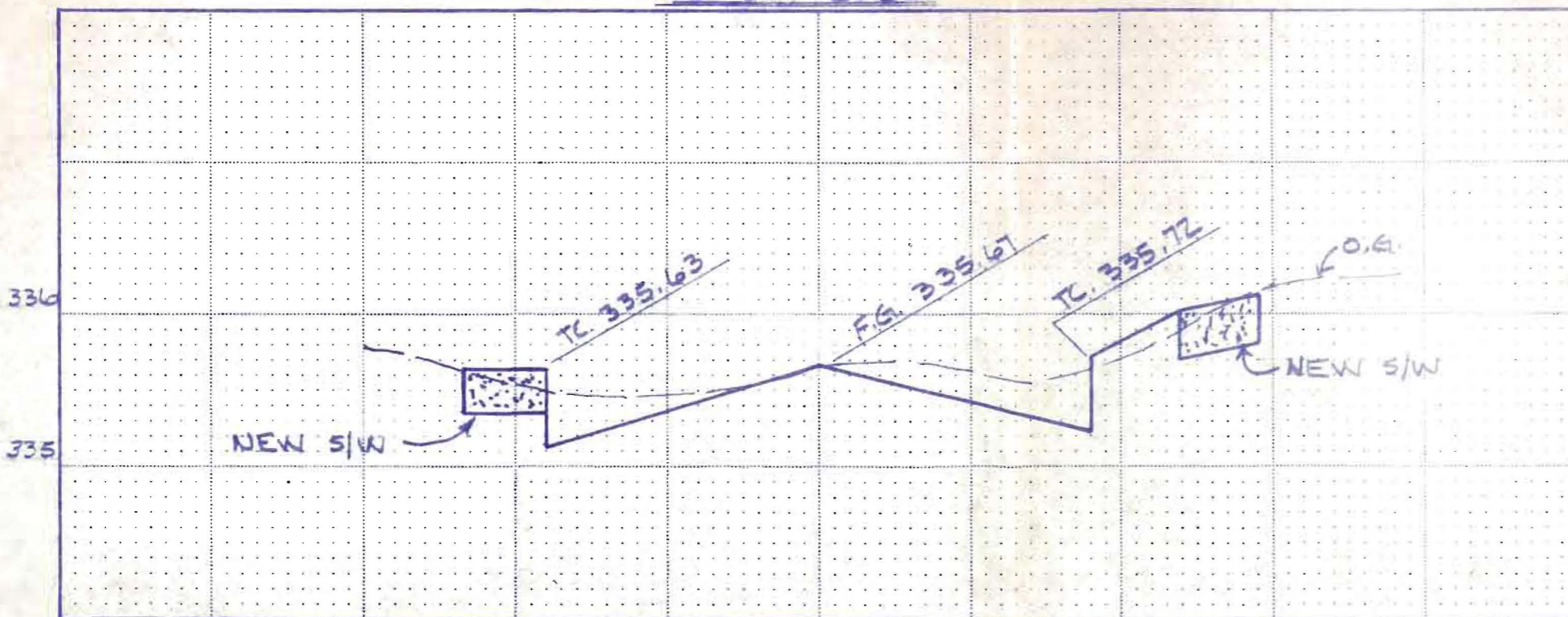
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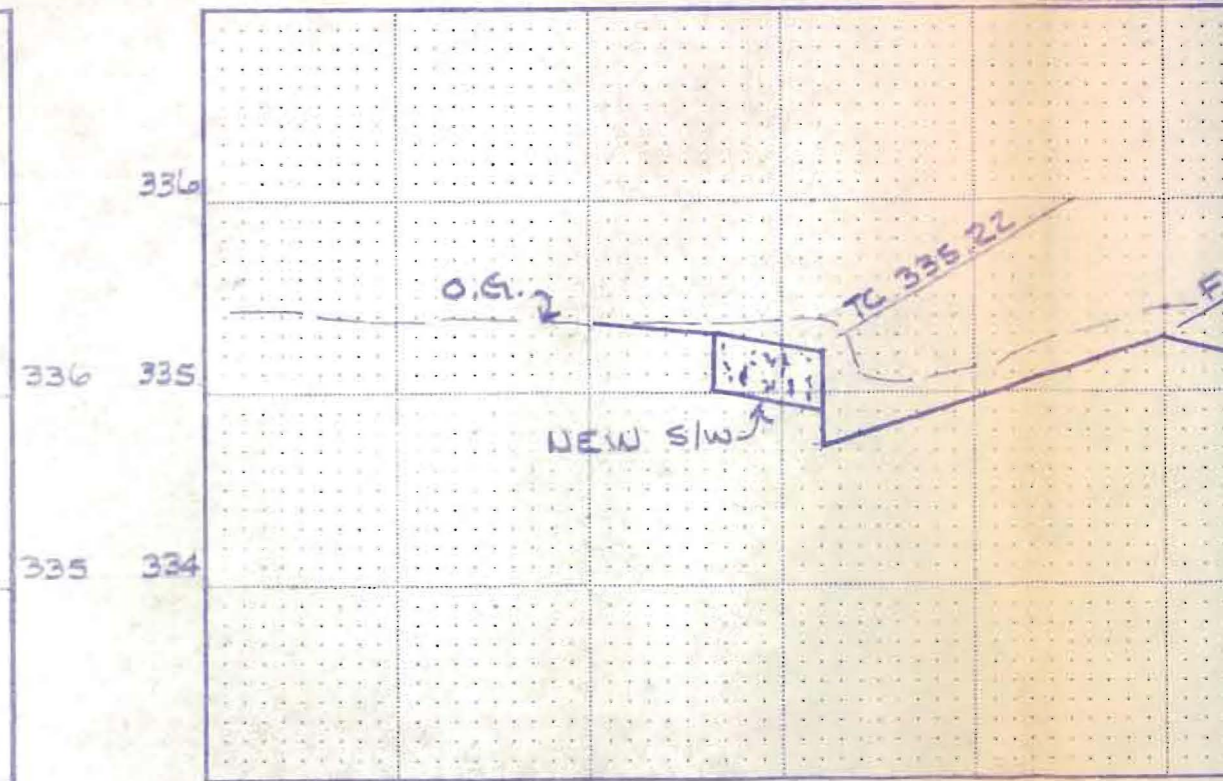
0
E STA. 2+50



0
STA. 14



0
E STA. 2+75



0
STA. 14