

A BILL FOR AN ORDINANCE AUTHORIZING AND)
DIRECTING THE MAYOR AND RECORDER TO ENTER)
INTO A CONTRACT FOR A LOCAL IMPROVEMENT)
DISTRICT FOR THE CONSTRUCTION OF STREET)
IMPROVEMENTS KNOWN AS "A" STREET LOCAL)
IMPROVEMENT DISTRICT, AND DECLARING AN)
EMERGENCY.)

ORDINANCE BILL NO. 36
for 1981
ORDINANCE NO. 1862

THE CITY OF LEBANON ORDAINS AS FOLLOWS:

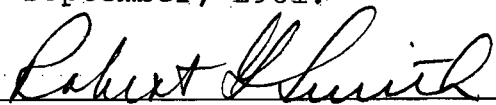
Section 1. That the Mayor and the Recorder of the City of Lebanon are hereby authorized and directed to enter into a contract with MORSE BROTHERS, INC. for the construction of street improvements known as "A" Street Local Improvement District and to obligate the City of Lebanon for payment of \$28,950.00. In accordance with Section 7 of the ordinance relating to local improvements (Ordinance No. 1681), the total amount of the Contract adjusted to reflect final quantities and change, if any, is not to exceed \$31,845.00.

SEE ATTACHED BID EXHIBIT "A"

The Contract shall refer to the plans and specifications heretofore filed by the City Engineer and approved by the Council and shall be shown in attached Exhibit "B".

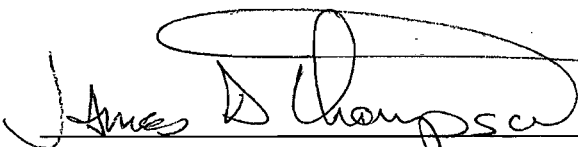
Section 2. That inasmuch as this Contract for the construction of "A" Street Local Improvement District is necessary for the peace, health and safety of the City of Lebanon, an emergency is said to exist and this Ordinance shall be in full force and effect immediately upon its passage by the Council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

Passed by the Council by a vote of 3 for and 2 against and approved by the Mayor this 23rd day of September, 1981.



Mayor

ATTEST:



Recorder

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

“A” STREET LOCAL IMPROVEMENT DISTRICT

**FOR CITY OF LEBANON, OREGON
925 Main Street
Lebanon, Oregon 97355**

**BY FRED WRIGHT, P.E.
Civil Engineer – Project Manager
146 N.W. 28th Street
Corvallis, Oregon 97330**

JULY 1981

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: 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	CP 925961	7-1-82	BODILY INJURY	\$	\$
	<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			PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	500	\$ 500
				PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	EXCESS LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM					
	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.
 ("A" Street Local Improvement District)

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 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 25, 1981
 ROLAND KING INSURANCE AGENCY, INC.

 AUTHORIZED REPRESENTATIVE



This endorsement alters the provisions for:

(Insert the coverage to be amended in the above space)

ADDITIONAL INSURED

IT IS AGREED THE "PERSONS INSURED" PROVISION IS AMENDED TO INCLUDE THE CITY OF LEBANON, 925 MAIN ST., LEBANON, OREGON 97355, ITS OFFICERS AND EMPLOYEES, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE OPERATIONS PERFORMED FOR SUCH INSURED BY OR ON BEHALF OF THE NAMED INSURED.

IT IS ALSO AGREED THAT THIS POLICY PROVIDES NO COVERAGE FOR CONTRACTUAL LIABILITY ASSUMED BY THE INSURED, IF THE INSURED OR HIS INDEMNITEE IS AN ARCHITECT, SURVEYOR, OR ENGINEER, FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE RENDERING OR FAILURE TO RENDER ANY PROFESSIONAL SERVICES BY THE INSURED OR HIS INDEMNITEE.

COMPLETE THE FOLLOWING IF NOT ATTACHED TO POLICY WHEN POLICY IS ISSUED:

INSURED	COVER-AGE	CLASS OR CODE	UNEARNED SR/PR FACTOR	OLD (FULL TERM) PREMIUM	RETURN PREMIUM	NEW (FULL TERM) PREMIUM	ADDITIONAL PREMIUM
MORSE BROS., INC.				\$	\$	\$	\$
ENDORSEMENT EFFECTIVE	9-25-81 <i>(at the hour of day stated in the policy)</i>						
POLICY NUMBER	CP 925961						
POLICY EXP. DATE	7-1-82	MPP ACCT NUMBER	03-0919				
ENDORSEMENT NUMBER		TYPING DATE	9-25-81				
SERVICE OFFICE	Portland						
S = SAFECO INSURANCE COMPANY OF AMERICA G = GENERAL INSURANCE COMPANY OF AMERICA F = FIRST NATIONAL INSURANCE COMPANY OF AMERICA (Policy is issued by the company designated by initial)							
<input checked="" type="checkbox"/> S							
				TOTALS GROSS			

ROLAND KING INSURANCE AGENCY, INC.
Michael R. Gordon
 AUTHORIZED REPRESENTATIVE

NET \$ _____ RP _____ AP _____

PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS

"A" STREET LOCAL IMPROVEMENT DISTRICT

LEBANON, OREGON

The engineering material and data contained in these Plans, Specifications and Contract Documents were prepared by the undersigned, whose seal as a registered licensed professional engineer is affixed below.



A handwritten signature in black ink, appearing to read "Fred Wright", written over a horizontal line.

Fred Wright, P.E.

Civil Engineer

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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

BID BOND

"A" STREET LOCAL IMPROVEMENT DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

That Morse Bros. Inc., as Principal,
(Bidder)
and Safeco Insurance Co., as Surety, a
(Bonding Company)

corporation in the State of Washington, whose principal office is located in the City of Seattle, State of Washington are firmly bound unto City of Lebanon, as Obligee, to fulfill the obligations of the Principal under the Proposal to which reference is made hereafter, in the amount of ten percent of bid Dollars (\$ 10%) for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Proposal, dated August 25, 1981, offered to enter into a Contract with Obligee for "A" Street Local Improvement District pursuant to the terms and provisions set forth in the Specifications and Contract Documents, dated August 25, 1981, the engineering provisions of which were prepared by Fred Wright, P.E., Corvallis, Oregon, which Proposal and Specifications and Contract Documents are by this reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal, within ten (10) days after delivery by Obligee to Principal of Notice of Acceptance and said Proposal, shall furnish Performance Bond and execute the Agreement as specified in said Specifications and Contract Documents, then this obligation shall be null and void, otherwise to remain in full force and effect.

Any suit under this bond shall be instituted before the expiration of three (3) years from the date announced for opening Proposals.

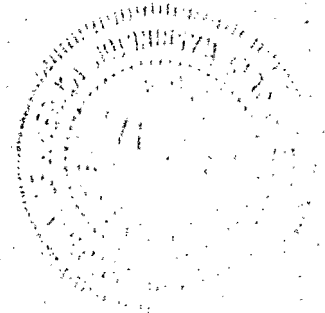
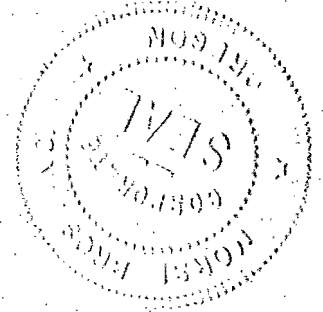
Signed and sealed this 25th day of August, 1981.

Safeco Insurance Co.
(Surety)

Mitchel R. Gordon
(Title)
Mitchel R. Gordon
Attorney-in-Fact

MORSE BROS., INC.
(Principal)

R. H. Bellinger
(Title)
R. H. BELLINGER
ADMINISTRATIVE VICE PRESIDENT





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

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 25th day of August, 1981

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 cursive script that reads "Frank Morse".

Frank Morse
Executive Vice President

FM/hj

PROPOSAL

"A" STREET LOCAL IMPROVEMENT DISTRICT

City of Lebanon
P.O. Box 247
Lebanon, Oregon 97355

Gentlemen:

Pursuant to your invitation for proposals for the construction described in the Contract Documents of which this Proposal is a part, the undersigned bidder hereby certifies and represents that,

- (a) he has examined and is thoroughly familiar with all of the Contract Documents, and
- (b) he has examined and familiarized himself with the site of the proposed construction, and
- (c) he fully understands the manner in which payment will be made for the construction furnished, and
- (d) he fully understands that the estimated quantities shown in this Proposal, if any, are for comparison of bids only.

The undersigned bidder, having made such examinations and reached such understandings,

- (a) accepts the obligation of a bidder incurred by submitting this Proposal, and agrees to the rights reserved to the Owner for the taking and evaluation of proposals and the execution of contract as set forth in the Contract Documents, and
- (b) proposes to furnish the Performance Bond and Insurance Policies, and to execute the Agreement as set forth in the Contract Documents which are a part of this Proposal.

The proposed prices for the work are as shown in the following Bid Schedule:

This Proposal is based upon the Contract Documents issued at the time of advertising and Addenda Nos. _____, which are all Addenda subsequently delivered to us.

Enclosed is the required proposal security in the amount of \$ 10% of bid, which amount is not less than ten percent (10%) of the total amount of his Proposal.

The party by whom this Proposal is submitted and by whom the contract will be entered into, in case this Proposal is accepted,

is a Corporation doing business ("Corporation", "Partnership", "Individual")

at P.O. Box 7 Street, Sebanon, Oregon
(City) (State)

to which address Notice of Acceptance and all other written notices may be mailed or delivered until further written notice is given the Owner.

The names and addresses of the members of the Board of Directors of a bidding corporation, partnership, or individuals are as follows:

<u>Name</u>	<u>Address</u>
<u>J. D. Morse</u>	<u>4065 Alder</u> <u>Eugene, OR 97405</u>
<u>W. F. Morse</u>	<u>2828 Metolius</u> <u>Eugene, OR 97401</u>
<u>F. W. Morse</u>	<u>4007 Fairhaven Ct #45W</u> <u>Cornwallis OR 97333</u>

This Proposal submitted by:

MORSE BROS., INC.

(Legal name of bidding organization)

By: R. H. Bellinger
(Signature of authorized person)

R. H. BELLINGER
ADMINISTRATIVE VICE PRESIDENT

Title

BID SCHEDULE

"A" STREET LOCAL IMPROVEMENT DISTRICT

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	<p>MOBILIZATION for the lump sum price of ONE THOUSAND, ONE HUNDRED <u>NINETY THREE</u> Dollars <u>TWENTY FIVE</u> Cents complete.</p>	\$ <u>N.A.</u>	\$ <u>1,193.²⁵</u>
2.	<p>TEMPORARY TRAFFIC CONTROL for the lump sum price of ONE THOUSAND, ONE <u>HUNDRED THIRTY</u> Dollars <u>ZERO</u> Cents complete.</p>	\$ <u>N.A.</u>	\$ <u>1,130.⁰⁰</u>
3.	<p>COMMON EXCAVATION, including approx. 700 cubic yards of street excavation, for the lump sum price of FOUR THOUSAND EIGHT <u>HUNDRED THIRTY</u> Dollars <u>ZERO</u> Cents complete.</p>	\$ <u>N.A.</u>	\$ <u>4830.⁰⁰</u>
4.	<p>Construction of 50 lineal feet of 8-INCH CONCRETE PIPE in place, complete with crushed rock base and backfill, for the unit price of <u>THIRTY TWO</u> Dollars <u>FIFTEEN</u> Cents per lineal foot.</p>	\$ <u>32.¹⁵</u>	\$ <u>1,607.⁵⁰</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
5.	Installation of 2 GUTTER INLETS complete with covers, for the unit price of <u>FOUR HUNDRED FIFTEEN</u> Dollars <u>ZERO</u> Cents per each.	\$ <u>415.⁰⁰</u>	\$ <u>830.⁰⁰</u>
6.	Construction of 534 lineal feet of STANDARD CURB AND GUTTER, including weep holes, for the unit price of <u>FIVE</u> Dollars <u>FIFTEEN</u> Cents per lineal foot.	\$ <u>5.¹⁵</u>	\$ <u>2,750.¹⁰</u>
7.	Construction of 480 tons of AGGREGATE BASE for curb, gutter and street pavement section for the unit price of <u>EIGHT</u> Dollars <u>EIGHTY</u> Cents per ton.	\$ <u>8.⁸⁰</u>	\$ <u>4,224.⁰⁰</u>
8.	Construction of 219 lineal feet of STANDARD MONOLITHIC CURB at the unit price of <u>FOUR</u> Dollars <u>THIRTY FIVE</u> Cents per lineal foot.	\$ <u>4.³⁵</u>	\$ <u>952.⁶⁵</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
9.	Construction of 160 tons of ASPHALTIC CONCRETE PAVEMENT, complete in place, for the unit price of <u>THIRTY SIX</u> Dollars <u>FIFTY EIGHT</u> Cents per ton.	\$ <u>36.58</u>	\$ <u>5,852.80</u>
10.	Construction of 200 square yards of STANDARD 4-INCH PCC SIDEWALK, including excavation, backfill and aggregate base for the unit price of <u>ELEVEN</u> Dollars <u>SIXTY FIVE</u> Cents per square yard.	\$ <u>11.65</u>	\$ <u>2,330.00</u>
11.	Construction of 32 square yards of 6-INCH PCC CURBSIDE DRIVEWAY APPROACH for the unit price of <u>FOURTEEN</u> Dollars <u>SIXTY</u> Cents per square yard.	\$ <u>14.60</u>	\$ <u>467.20</u>
12.	Fill and grade 230 square yards of 3-INCH OPEN RIVER ROCK, including excavation and visquine base, for the unit price of <u>SIX</u> Dollars <u>NINETY FIVE</u> Cents per square yard.	\$ <u>6.95</u>	\$ <u>1,598.50</u>

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
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13. Installation of SPECIAL CATCHBASIN, including pipe and appurtenances, at Sta. 2+46.40 for the lump sum price

of FOUR HUNDRED FIFTY NINE Dollars
ZERO Cents

complete.

\$ N.A.

\$ 459.⁰⁰

14. Construction of 20 square yards of ASPHALTIC CONCRETE driveway (typical street section) at the unit price of

SIXTEEN Dollars
ZERO Cents

per square yard.

\$ 16.⁰⁰

\$ 320.⁰⁰

15. Construction of MANHOLE ADJUSTMENT, Sta. 1+93, for the lump sum price of

FOUR HUNDRED FIVE Dollars
ZERO Cents

complete.

\$ N.A.

\$ 405.⁰⁰

TOTAL AMOUNT BID

\$ 28,950.⁰⁰

ALTERNATE BID SCHEDULE

Substitute the following alternates for the same-numbered items in the Bid Schedule:

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
7 Alt.	Construction of 170 tons of AGGREGATE BASE for curb, gutter and street pavement section for the unit price of _____ Dollars _____ Cents per ton.	\$ _____	\$ _____
9 Alt.	Construction of 830 square yards of PORTLAND CEMENT CONCRETE PAVEMENT, complete in place, for the unit price of _____ Dollars _____ Cents per square yard.	\$ _____	\$ _____
1-6, 8 and 10-15	Total price of all other items in Bid Schedule.		\$ _____
	ALTERNATE TOTAL AMOUNT BID		\$ _____

PART 1.04

PERFORMANCE BOND
"A" STREET LOCAL IMPROVEMENT DISTRICT

KNOW ALL MEN BY THESE PRESENTS:

that Morse Bros. Inc., as Principal,
(Contractor)
and Safeco Insurance Co., as Surety,
(Bonding Company)

a corporation in the State of Washington, whose principal office is located in the City of Seattle, State of Washington, are firmly bound unto CITY OF LEBANON, as Obligee to fulfill the obligations of the Principal and the Surety under the Contract to which reference is hereafter made in the amount of twenty-eight thousand, nine hundred th1 Dollars (\$28,950⁰⁰) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written Agreement dated Sept. 25, 1981, entered into a Contract with Obligee for "A" STREET LOCAL IMPROVEMENT DISTRICT as set forth in the Specifications and Contract Documents dated Sept. 25, 1981, the engineering provisions of which were prepared by Fred Wright, P.E., Corvallis, Oregon, which Contract, including all modifications to the Contract that may hereafter be made, notice of said modifications to the Surety being hereby waived, is by this reference made a part hereof, and which is hereinafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform all provisions of the Contract on his part, and maintain the Obligee and the Obligee's property free

and clear of all liens arising out of Agreements for labor and material entering into the construction and pay all laborers, mechanics, Sub-contractors, and materialmen with provisions and supplies for the carrying on of such work, and indemnify and save harmless the Obligee from all loss, cost, or damage which it may suffer by reason of the failure to do any of the foregoing, then this obligation shall be void; otherwise, it shall remain in full force and effect.

All persons who have furnished labor, materials, or supplies for use in and about the work provided for in the Contract shall have a direct right of action under this bond subject to the Owner's priority.

Any suit under this bond shall be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

Signed and sealed this 25th day of September, 1981.

MORSE BROS., INC.

Principal



Title

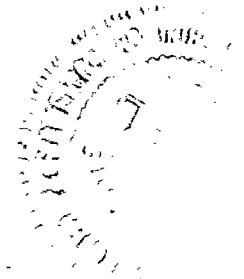
R. H. BELLINGER
ADMINISTRATIVE VICE PRESIDENT

Safeco Insurance Co.

Surety



Title 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."

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 25th day of September, 1981



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

PART 1.05

AGREEMENT

"A" STREET LOCAL IMPROVEMENT DISTRICT

THIS AGREEMENT, made and entered into by and between the OWNER and the CONTRACTOR whose names are subscribed hereto.

WITNESSETH:

WHEREAS the OWNER has caused the preparation of certain Contract Documents, entitled "A" Street Local Improvement District, and

WHEREAS the OWNER has invited Proposals from CONTRACTORS, has received said Proposals, analyzed the same, and duly given Notice of Acceptance and awarded a Contract to the CONTRACTOR as herein set forth and as stated more in detail in the Contract Documents which are as follows:

- | | |
|-------------------------|-----------------------------|
| a. Notice to Bidders | f. Special Requirements |
| b. Proposal | g. Technical Specifications |
| c. Performance Bond | h. Special Specifications |
| d. Agreement | i. Contract Drawings |
| e. General Requirements | j. Addenda |

all of which Contract Documents are made a part hereof and which constitute the whole Contract between the OWNER and the CONTRACTOR, and

WHEREAS the CONTRACTOR has offered in his Proposal to undertake and perform the construction required in the Bid Schedule which is made a part of his Proposal.

NOW THEREFORE, it is hereby agreed that:

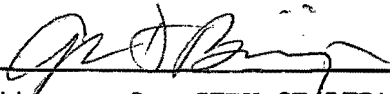
(a) the Contractor shall furnish all construction, pay all costs, and perform the construction required by the Contract, for the Bid Schedule awarded, in the manner specified in the Contract Documents, and

(b) if the Proposal calls for unit prices in the Bid Schedule set forth in (a) above, the OWNER shall pay to the CONTRACTOR a TOTAL CONTRACT AMOUNT computed from the unit prices in said Bid Schedule set forth in the CONTRACTOR'S Proposal and the actual quantities of units measured in the completed construction. Based upon the unit prices in said Bid Schedule set forth in the CONTRACTOR'S Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, THE ESTIMATED TOTAL CONTRACT PRICE IS \$ 28,950.00 .


It is further agreed that the CONTRACTOR will start work immediately upon receipt of the OWNER'S Notice to Proceed and shall complete the work in the Bid Schedule in the number of calendar days after said Notice to Proceed set forth in the Special Requirements. The CONTRACTOR agrees to ideminify and save harmless the OWNER from any and all defects appearing and developing in the materials furnished and the workmanship performed under this Contract for a period of one year after the date of acceptance of the work in the Contract by the OWNER.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the day and year first written below.

Contract Documents approved as to form:



Attorney for CITY OF LEBANON

CITY OF LEBANON, OREGON
By: 

Title Mayor

Date 9-29-81

By: 

CITY RECORDER
MORSE BROS. INC., CONTRACTOR

By: x 

Title R. H. BELLINGER
ADMINISTRATIVE VICE PRESIDENT

Date Sept. 28, 1981

PART 2.

GENERAL REQUIREMENTS
"A" STREET LOCAL IMPROVEMENT DISTRICT

General Requirements and Specifications shall be as set forth in the Standard Specifications and Standard Drawings for Public Works Construction, A.P.W.A., Oregon Chapter, 1980, which document is hereby made a part of these Contract Documents and Specifications by reference. Modifications to the A.P.W.A. requirements are as follows in the Special Requirements.

PART 3.

SPECIAL REQUIREMENTS

"A" STREET LOCAL IMPROVEMENT DISTRICT

3.01 Location.

The work is located near downtown Lebanon, Oregon, as further described on the Drawings.

3.02 Principal Features.

The project shall be known as "A" STREET LOCAL IMPROVEMENT DISTRICT and principally consists of the construction of approximately 350 lineal feet of paved street, concrete sidewalk and related drainage facilities.

3.03 Contract Drawings.

The following listed drawings which are bound in these documents are those referred to in these specifications and are hereby made a part of the Contract.

<u>Drawing No.</u>	<u>Contents</u>
Sheet 1 of 2	Vicinity Map, Details, General Notes
Sheet 2 of 2	Plan and Profile, Legend
A.P.W.A. No. 10-A	Gutter Inlet
A.P.W.A. No. 10-B	Gutter Inlet Cover
A.P.W.A. No. 18	Curb
A.P.W.A. No. 19	Wheelchair Ramp

3.04 Examination of Site.

The site of the work may be examined by bidders during daytime working hours Monday through Friday.

3.05 Subsurface Conditions.

No subsurface investigations have been conducted by the OWNER. Bidders and Contractors are entirely responsible for making their own determination of subsurface conditions.

3.06 Underground Utilities.

The Owner makes no representations as to the existence or locations of underground utilities. The Bidder or Contractor shall make his own determination as to same. For locations call 752-8631, Linn-Benton Utilities Coordinating Council.

3.07 Southern Pacific Transportation Company.

Portions of the work to be performed under this Contract are located on land within the jurisdiction of Southern Pacific Transportation Company. The Contractor shall be required to conform with all S.P.T.C. requirements not identified in these Contract Documents and Specifications. Contact Mr. Englebert or Mr. Hummel at 228-8181 for further information.

3.08 Records.

At the beginning of the work, the Contractor shall set aside one complete set of prints of the Contract Drawings, upon which he shall record as-built information, underground utilities locations, and all deviations in construction, including those resulting from Change Orders. Notations shall be done in a neat and legible manner. The marked-up prints shall be delivered to the Owner at completion of construction, prior to final payment.

3.09 Addresses and Representatives.

All correspondence to the Owner shall be addressed as follows:

City of Lebanon

P. O. Box 247

Lebanon, Oregon 97355 Phone: 451-1021

All correspondence to the Engineer shall be addressed as follows:

Fred Wright, P.E.

146 N.W. 28th Street

Corvallis, Oregon 97330 Phone: 757-1447

The Contractor shall keep the Owner informed of the address to which he wishes official correspondence directed, and the address and telephone number where a principal of the Contractor may be reached outside of normal working hours for any emergencies.

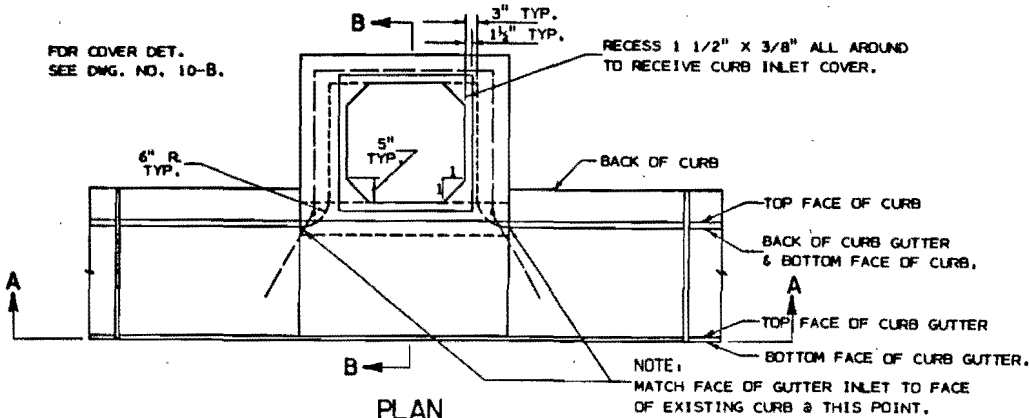
3.10 Vehicular Access.

Reasonable vehicular access shall be maintained to all properties between the hours of 5:00 p.m. and 8:00 a.m. weekdays and 24 hours per day on Saturdays and Sundays.

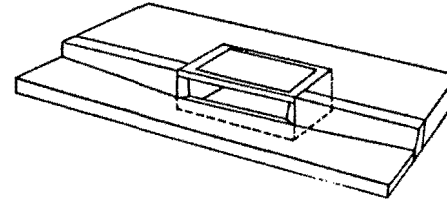
3.11 Construction Time.

Completion time for all work to be performed under this Contract shall be a total of thirty (30) calendar days from the date stated in the Notice to Proceed.

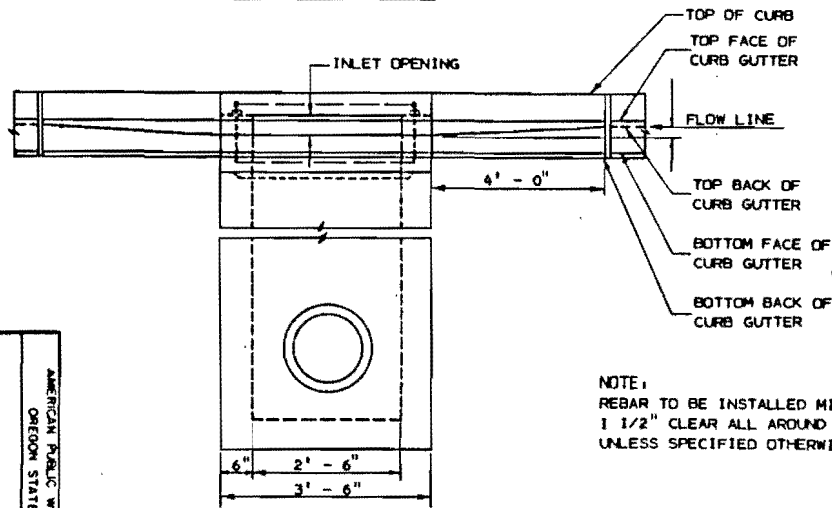
FOR COVER DET.
SEE DNG. NO. 10-B.



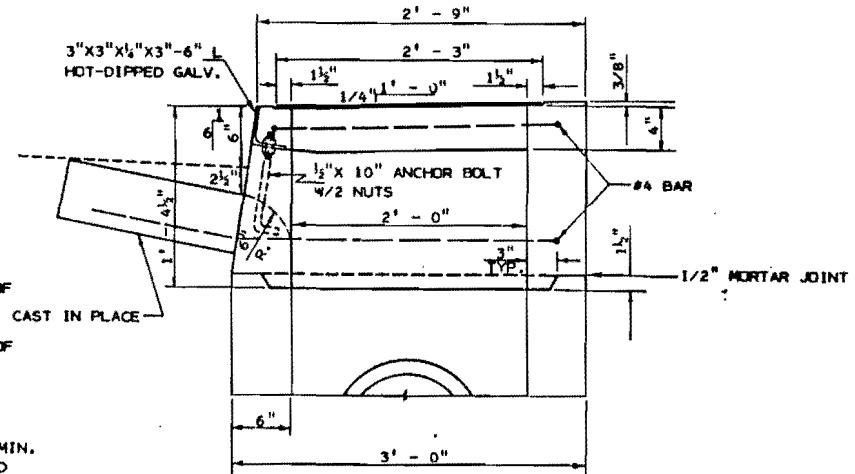
PLAN
GUTTER INLET



ISOMETRIC VIEW



SECTION A-A
ELEVATION

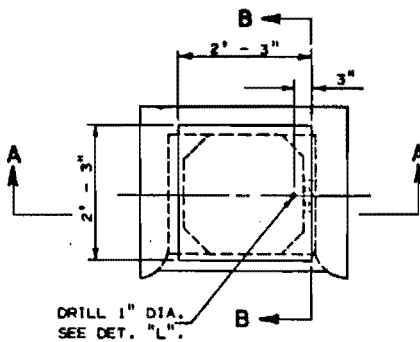


SECTION B-B

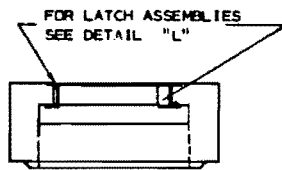
NOTE:
REBAR TO BE INSTALLED MIN.
1 1/2" CLEAR ALL AROUND
UNLESS SPECIFIED OTHERWISE.

DATE: 6-1-79	PROJECT NO: 10-A	AMERICAN PUBLIC WORKS ASSOCIATION
		OREGON STATE CHAPTER

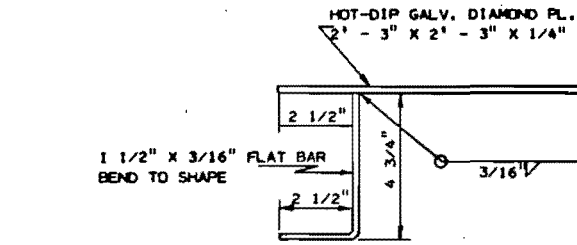
GUTTER INLET



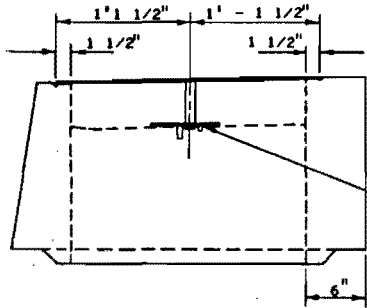
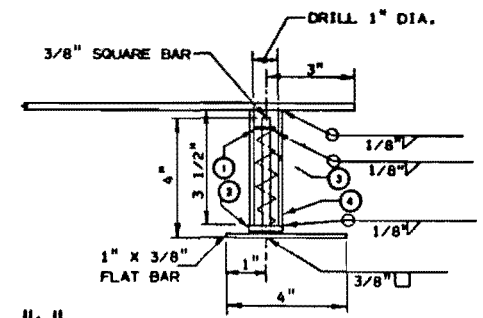
**PLAN
GUTTER INLET LID**



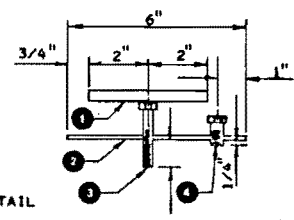
**SECTION A-A
ELEVATION**



**DETAIL "L"
LATCH ASSEMBLIES**



SECTION B-B



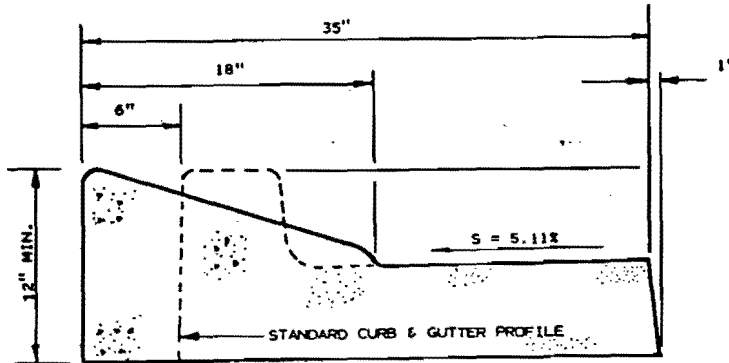
**DETAIL "S"
LATCH-STOP DETAIL**

- ① WASHER USED AS SPRING STOP. WELD WASHER TO 3/8" SQ. BAR, 3/8" FROM END.
- ② 1 1/4" DIA. WASHER USED AS TUBE PLUG. WELD TO PIPE.
- ③ 50 LB. COMP. SPRING
- ④ 1 1/4" I.D. TUBING

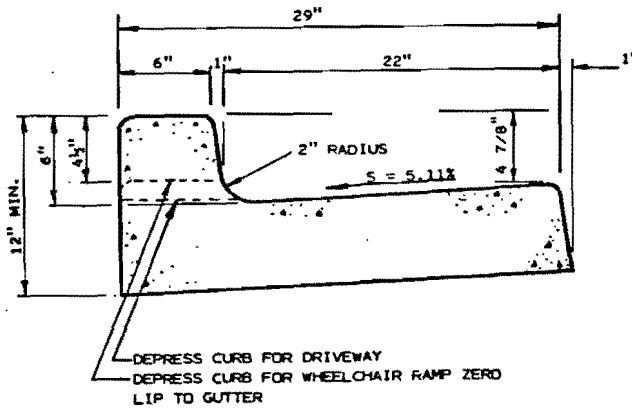
- ① 3/8" DIA. ROD, WELD TO BOLT.
- ② 1" FLAT BAR, PLACE FLUSH WITH BOTTOM EDGE OF CONC.
- ③ 3/8" X 2" HEX. HEAD BOLT, WELD TO 1/2 OF FLAT BAR.
- ④ 3/8" X 3/4" HEX. HEAD BOLT, WELD TO 1/2 OF FLAT BAR.

NOTE:
ALL FABRICATED METAL PARTS
SHALL BE HOT-DIPPED
GALVANIZED AFTER FABRICATION.

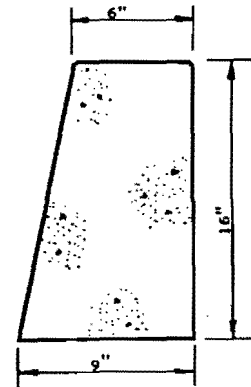
CURB DETAILS



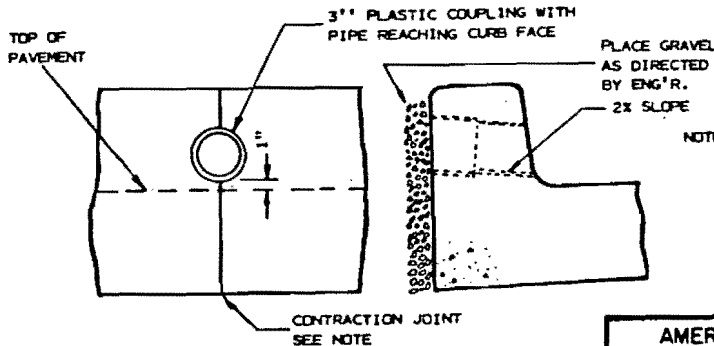
**MOUNTABLE CURB
ELEVATION**



**CURB & GUTTER
ELEVATION**



**MONOLITHIC CURB
ELEVATION**



**WEEP HOLE
ELEVATION**

NOTE: CONC. SHALL ATTAIN A MIN. COMPRESSIVE STRENGTH OF 3000 P.S.I. IN 28 DAYS.
CONTRACTION JOINTS PLACED AT ENDS OF CURB RETURNS. DRIVEWAY DEPRESSIONS OR AT 15 FT. MAX. INTERVALS ALONG CURB.

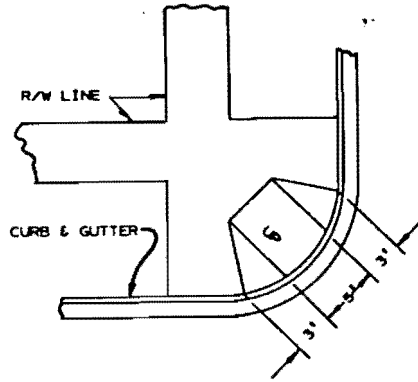
AMERICAN PUBLIC WORKS ASSOCIATION,
OREGON STATE CHAPTER

CURB

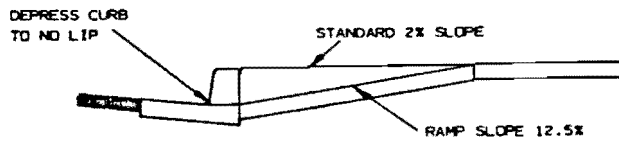
DATE: 4-1-80

DRAWING NO.: 18

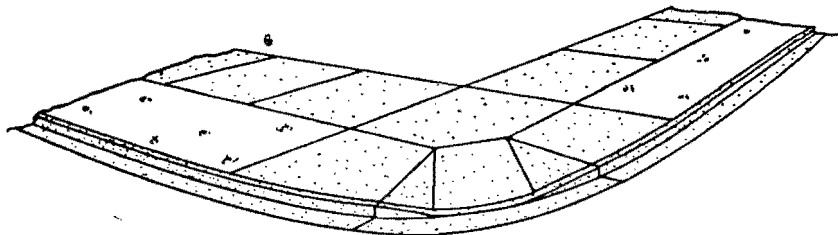
WHEELCHAIR RAMP



ELEVATION



PLAN



ISOMETRIC VIEW

AMERICAN PUBLIC WORKS ASSOCIATION,
OREGON STATE CHAPTER

WHEELCHAIR RAMP

DATE: 4-1-80

DRAWING NO.: 19

