

S P E C I F I C A T I O N S

for

OTIS SPRINGS FENCING

PROJECT NO. 191

10/20/1977

CITY OF NEWBERG

FENCING

Sealed proposals for furnishing all materials, equipment, labor and service of all kinds to construct 1075 feet of 72 inch chain link fence for the City of Newberg, will be received at the office of the City Administrator until 2:00 P.M., Thursday, October 20, 1977, at which time they will be publicly opened and read.

A copy of the specifications may be obtained at the Office of City Engineer, City Hall, 414 East First Street, Newberg, Oregon.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Attention of bidders is called to the requirements of Oregon Revised Statutes, Chapter 279, relating to the prequalification of bidders on public contracts.

No proposal will be considered unless accompanied by a certified check, cashier's check, or bid bond payable to the City of Newberg, for an amount of equal to ten percent of the aggregate amount of the proposal. The successful bidder will be required to furnish a bond equal to the amount of the proposal for the faithful performance of the Contract.

The City reserves the right to reject any and all bids.

DATED this 29th day of September, 1977.

M.C. Gilbert
City Administrator

INSTRUCTIONS TO BIDDERS

1. Form of Proposal

All proposals must be made upon the blank form of proposal attached hereto, and must give price for each item and aggregate amount for the work.

The City of Newberg reserves the right to reject any or all proposals or to accept the proposal deemed in the best interest of the City. Without limiting the generality of the foregoing; any proposal which is incomplete, obscure, or irregular may be rejected; any proposal having erasures or corrections in the price sheet may be rejected; any proposal which omits a bid on any one or more items in the price sheet may be rejected; any proposal in which unit prices are obviously unbalanced may be rejected; any proposal accompanied by an insufficient or irregular bid bond may be rejected.

The bidder shall sign his proposal in the blank space provided therefor. Proposals made by corporations or partnerships shall contain name and address of such organization, together with names and addresses of partners or officers. If the proposal is made by a corporation, it must be signed by one of the officers thereof; if made by a partnership, by one of the partners.

All proposals must be submitted at the time and place, and in the manner prescribed in the Advertisement for Bids.

2. Contract Documents

The Contract Documents under which it is proposed to execute this work consist of the Advertisement for Bids, Instructions to Bidders, Proposal, Agreement, General Conditions, Special Provisions, Standard Drawings, and Plans. Any person contemplating the submission of a proposal and being in doubt as to the meaning or intent of said Contract Documents should request of the City Engineer, in writing, an interpretation thereof.

Any interpretation of said Contract Documents will be made only in writing by the Engineer.

3. Estimate of Quantities

The Estimate of Quantities of work to be done as given in the proposal although stated with as much accuracy as possible, is approximate only and is assumed solely for the purpose of comparing bids. The quantities on which payments will be made to the contractor are to be determined by measurement of the work actually performed and paid at the unit price bid, regardless of the amount of increase or decrease in the estimated quantities as specified in the contract documents. The City reserves the right to increase or diminish the amount of any class of work as may be deemed necessary.

4. Prequalification of Bidders

The bidder shall prequalify under Chapter 279 O.R.S. and shall submit the information requested on the form furnished by the City. This information shall be submitted at least ten days prior to the date of bid opening.

5. Bid Security

Proposals must be accompanied by a certified check on a bank in good standing or a bid bond issued by a surety company authorized to issue such bonds in Oregon in an amount not less than ten (10) percent of the total amount of the proposal submitted. All checks and bid bonds excepting that of the successful bidder will be returned within thirty (30) days after the Contract has been awarded. The check of the successful bidder will be retained until he has entered into a satisfactory Contract with the City of Newberg and furnished a one hundred (100) percent performance bond.

6. Conditions of Work

It is understood that the Contractor before submitting his proposal, has made a careful examination of the Contract Documents; that he has fully informed himself as to the quality and quantity of materials and the character of the work required; and that he has made a careful examination of the locations and conditions of the work and the source of supply for materials. The City of Newberg will in no case be responsible for any loss or for any unanticipated costs that may be suffered by the Contractor as a result of the Contractor's failure to fully inform himself in advance in regard to all conditions pertaining to the work.

7. Award and Basis of Award of Contract

Within thirty days after the opening of the proposals, the City of Newberg will accept one of the proposals or reject all of the proposals received. The acceptance of the proposal will be a notice in writing.

The award of a contract will be to a responsible bidder submitting the lowest bid determined by the sum of unit price work based on the estimated quantities given in the proposal.

In determination of the lowest and best bidder, the City reserves the right to take into account and give reasonable weight to the extent of the bidder's experience on work of the nature involved, on the bidder's record as to dependability in the carrying out of other contracts, and evidence of present ability to perform the contract in a satisfactory manner.

8. Execution of Contract and Damages for Failure to Execute

The bidder whose proposal is accepted will be required within ten (10) days after notice that a contract has been awarded to him, appear and execute a contract with the City of Newberg for the full and complete performance of all work specified therein, and execute a bond for the faithful performance of such contract in the sum of the total amount of the Contract with a surety company as bondsman whose financial standing and record of service is satisfactory to the City. Said performance bond shall be in force for one year after acceptance of the completed work to cover all guarantees against defective workmanship and materials.

Should the successful bidder fail or refuse to execute the Contract and furnish the performance bond, then the sum deposited by said bidder shall be retained as liquidated damages by the City of Newberg.

9. Beginning of the Work

The Contractor shall commence the work contemplated under those Contract Documents within ten (10) days after the date of the execution of the contract and/or receipt of the City's Notification to Proceed and shall complete the same within the time specified in his proposal, it being expressly understood and agreed that the time of beginning, rate of progress, and time of completion of the work are of the essence of this contract.

OTIS SPRINGS FENCING

PROPOSAL

Mayor and Common Council
City of Newberg
Newberg, Oregon

Gentlemen:

The undersigned bidder has carefully examined the Contract Documents for the construction of Otis Springs Fencing, referred to in the Advertisement for Bids date SEPTEMBER 29, 1977 inviting the proposals on such work, and also the site of the work and will provide all necessary equipment, tools, apparatus and other means of construction, and do all the work and furnish all materials called for by said contract documents in the manner prescribed therein and in accordance with the direction of the engineer in charge. The undersigned bidder understands that the quantities of work as shown herein are approximate only, unless noted otherwise, and are subject to increase or decrease and offers to do the work whether the quantities are increased or decreased at the unit prices stated in the following schedule:

NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1.	1100 L.F.	72" Chain Link Fence	\$4.38	\$4,818.00
2.	1	20' Gate	\$385.05	\$ 385.05
3.	1	4' Gate	\$157.79	\$ 157.79
4.	1075	Extension Arms & Barb Wire	\$ 0.54	\$ 580.50
TOTAL BID				<u>\$5,941.34</u>

The undersigned also agrees as follows:

First: To do any extra work and furnish other materials which cannot properly be classified under the above schedule of prices, and to accept as full compensation therefor, such prices as may be agreed upon in writing by the engineer in charge and the Contractor before extra work begins.

Each party binds himself or itself to agree to reasonable prices.

Second: Within ten (10) days from the date of the "Notice of Acceptance" of this proposal, to execute the contract, and to furnish the City of Newberg a satisfactory contract bond in the sum of the total amount of the contract guaranteeing the faithful performance of the work and payment of the bills.

The undersigned also agrees as follows:

Third: To begin work within ten (10) days after the execution of the contract proposed herein and receipt of the City's notification to begin work and to complete work in all respects within 90 calendar days, after notification to begin work.

Fourth: In the event that the bidder is awarded the contract and shall fail to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the General Conditions, liquidated damages shall be paid the City of Newberg, Oregon, at the rate of Ten Dollars (\$10.00) per day until the work shall have been finished as provided by the General Conditions.

Date _____

Signature of Bidder _____

By _____

Address of Bidder _____

ACREEMENT

This Agreement, made and entered into this 30 day of November, 1977, by and between HOODLAND FENCE COMPANY, hereinafter called the "Contractor" and the CITY OF NEWBERG, a Municipal Corporation of the State of Oregon, hereinafter called the "City."

WITNESSETH

That the said Contractor and the said City, for the consideration hereinafter named agrees as follows:

Article 1. The Contractor agrees to do all the work, and furnish all necessary labor, tools and equipment for the completion of FENCING in accordance with the proposal made by the Contractor on the day of October 18, 1977, all in full compliance with the Contract Documents referred to herein.

Article 2. The "Advertisement for Bids", the "Instructions to Bidders", the "Proposal", hereinbefore mentioned, the "General Statement", and the "Plans" all on file in the office of the City Engineer of the City of Newberg are hereby made a part of this contract.

Article 3. In consideration of the faithful performance of the work herein embraced, the City agrees to pay the Contractor \$5,941.52 as payment in full.

Article 4. The Contractor agrees that the work under this contract shall be completed on or before the 28 day of Feb, 1977. In the event the Contractor shall fail to complete the work within the time as hereinbefore mentioned, or in the extended time agreed upon, liquidated damages shall be computed at the rate of TEN DOLLARS (\$10.00) per day.

Article 5. The Contractor specifically agrees to comply with all laws, ordinances and regulations applicable to contracts covering municipal contracts and to make prompt payment of all amounts that may be due from said contractor in the way of taxes, other governmental charges or lawful deductions and to make prompt payment of all labor and materials and save the City harmless from any damages or claims whatsoever in the performance of the contract.

Article 6. HOODLAND FENCE CO. shall hold the City harmless from and shall indemnify it for all loss, costs, claims, demands, damages, suits, actions and judgments for property damage and/or personal injury, including death, arising out of the work or performance under this contract by his (or its) agents or employees or any of them howsoever caused.

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

CONTRACTOR

Hoodland Fence Co

By Michael M. Neere
Pres.

Title

CITY OF NEWBERG, OREGON

Eileen Hall
Mayor

Michael M. Neere
City Recorder

GENERAL CONDITIONS

INDEX

1. Applicable Standard Specifications
2. Prevailing Wages
3. Equal Opportunity

APPLICABLE STANDARD SPECIFICATIONS

Construction shall conform to Oregon State Highway Division Standard for Chain Link Fencing, Drawing Number 2117, Type CL - 6R with extension arms and 3 strands of barb wire.

Standards for construction shall be Oregon State Highway Division Standard Specifications.

PAYMENT OF PREVAILING WAGES

ON PUBLIC WORKS IN

OREGON

The minimum wages to be paid all workmen on this project shall be the prevailing rate for the corresponding classes of workmen employed on projects of a character similar to the contract work in the pertinent locality as established by the Commissioner of Labor, State of Oregon.

The Contractor shall make application to the Commissioner of Labor, State of Oregon, for final determination of the prevailing wage for all classes of labor to be employed for this project.

**PART 3 (29 CFR) - CONTRACTORS AND SUBCONTRACTORS ON PUBLIC
BUILDING OR PUBLIC WORK FINANCED IN WHOLE OR
IN PART BY LOANS OR GRANTS FROM THE UNITED STATES**

(Reprint from Federal Register May 28, 1971)

Title 29—LABOR

**Subtitle A—Office of the Secretary of
Labor**

**PART 3—CONTRACTORS AND SUB-
CONTRACTORS ON PUBLIC BUILD-
ING OR PUBLIC WORK FINANCED
IN WHOLE OR IN PART BY LOANS
OR GRANTS FROM THE UNITED
STATES**

Payroll Deductions

Pursuant to authority contained in section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act, and Secretary of Labor's Orders 19-70 and 20-70 (36 F.R. 304 and 305), I hereby amend Part 3 of Title 29, Code of Federal Regulations by adding a new paragraph (k) to § 3.5 and by revising paragraph (b) of § 3.7 to read as set forth below.

The provisions of 5 U.S.C. 553 which require notice of proposed rulemaking, public participation in their adoption, and delay in effective date are not applicable because this part relates exclusively to public contracts. I do not believe that such procedures will serve a useful purpose here. Accordingly, this amendment shall be effective upon publication in the Federal Register (5-28-71).

1. In § 3.5, a new paragraph (k) is added to read as follows:

§ 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(k) And deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other

law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

2. In § 3.7, paragraph (b) is revised to read as follows:

§ 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.5 shall comply with the requirements prescribed in the following paragraphs of this section:

(b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of § 3.5, and specifies any conditions which have changed in regard to the payroll deductions.

(Sec. 2, 45 Stat. 940; 40 U.S.C. 276c)

Signed at Washington, D.C., this 21st day of May 1971.

HORACE E. MENASCO,
Administrator,
Wage and Hour Division.

[FR Doc. 71-7490 Filed 5-27-71; 9:41 am]

EQUAL OPPORTUNITY

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

SPECIAL CONDITIONS

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1. CONTROL OF THE WORK
2. CONTROL OF MATERIALS
3. INSPECTION
4. CONTRACTOR TO HAVE REPRESENTATIVE ON WORK
5. COOPERATION WITH OTHERS
6. EXTRA WORK - ADDITIONAL WORK
7. DUST CONTROL
8. CHAIN LINK FENCE
9. WORK AND PAYMENT SCHEDULES
10. FINAL CLEANING UP

CONTROL OF THE WORK

1. Authority of the Engineer. To prevent misunderstandings, disputes and litigation it is expressly understood by all of the parties to the contract, including the surety, that the engineer shall, in all cases, determine any and all questions which may arise concerning the quality, quantity and acceptability of materials furnished and work performed; the interpretation of plans and specifications; and the amounts and classifications of the several kinds of work and materials; and his estimates and decisions in these matters shall be final, binding, and conclusive upon all parties to the contract.

It is further understood that all work to be done under the contract shall be done under the construction review of the engineer; that said work will not be considered completed until reviewed by the engineer and accepted by the owner and the applicable governmental agency; that the contractor shall at all times carry out and fulfill the instructions and directions of the engineer insofar as the quality of work to be performed under the contract is concerned; and that in the event the contractor fails to carry out and fulfill such instructions and directions, the owner shall refuse to make any partial or final payments to the contractor so long as such instructions and directions are not complied with.

2. Deviation from the Plans. No deviation from the plans or the reviewed working and/or shop drawings is permissible except on written order of the engineer.

3. Interpretation of Contract, Specifications and Plans. The contractor shall not take advantage of any errors or omissions in the specifications and plans or of any discrepancies occur, he will be governed by the apparent intent of the specifications and the plans and by orders of the engineer. Work performed by the contractor as a result of an error or omission in the plans and specifications when such error or omission is not called to the attention of the engineer shall be at the contractor's risk.

CONTROL OF MATERIALS.

1. Materials to be Reviewed Before Use. Only materials conforming with the specified requirements and conditionally accepted by the engineer shall be used in the work.

Before the delivery of any material to be used in the work is commenced, the contractor shall have advised the engineer as to the source from which the material is to be obtained, shall have furnished such samples as may be required for testing purposes, and shall have received the engineer's conditional acceptance for the use of that particular material. The conditional acceptance of any source of supply by the engineer will not imply that all material from that source will be accepted and should material from any conditionally accepted source fail to maintain a quality meeting the requirements of the specifications, use of material from that source shall be discontinued, and the contractor shall furnish acceptable material from other sources. Regardless of that source, any material delivered upon the work which fails to meet the requirements will be rejected, and only material meeting all requirements will be allowed to be incorporated in the work. Any material or item incorporated in work which does not meet requirements of the contract documents, even though it be installed with the consent and/or in the presence of an inspector, shall be removed and acceptable material shall be used in its place and all costs for removal and installation shall be at the contractor's expense.

Material which after conditional acceptance has, for any reason, become unsuitable for use, shall be rejected and not used.

2. Tests of Materials. All tests of materials shall be made in accordance with acceptable methods as described and designated in the specifications. When tests of materials are required, such tests shall be made by a testing laboratory accepted by the engineer and at the expense of the contractor. The contractor shall afford such facilities as may be required for collecting and forwarding samples and shall hold the materials represented by the samples until tests have been made and the materials found equal to the requirements of the specifications or to approved samples. The contractor in all cases shall furnish the required samples without charge.

In the absence of any definite specification or reference to a specification in the technical specifications or in the special provisions for the particular project involved, it shall be understood that such materials shall meet the specifications and requirements of the American Society for Testing Materials. Unless otherwise specified, all tests of materials shall be made in accordance with the methods prescribed by the American Society for Testing Materials.

3. Storage of Materials. Materials shall be stored in such a manner as to insure the preservation of their quality and fitness for use. When considered necessary to protect materials against dampness, or to keep them clean and free from dust, dirt or other detrimental matter, suitable sheds, platforms and covers shall be provided. Materials shall be stored in such a manner as to facilitate inspection.

4. Defective Materials. All materials not conforming to the requirements of the specifications shall be considered as defective. No defective materials, the defects of which have been subsequently corrected, shall be used until conditional acceptance has been given. Upon failure on the part of the contractor to comply with ten (10) days with any order of the engineer made under the provisions of this article, the workmen other than the contractor's, and to deduct the cost of said removal and replacement from any monies due or to become due the contractor.

INSPECTION

The engineer or his representatives shall be allowed access to all parts of the work at all times and shall be furnished with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the plans and specifications. The contractor shall cut and replace with new materials, at his own expense, such samples as are customarily required for testing purposes. Any work or materials used without review or inspection by the engineer or his representative may be ordered removed and replaced at the contractor's expense.

At the engineer's request, the contractor shall, at any time before acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus expose or examined prove acceptable, the uncovering or removing and the replacing of the covering or the making good of the parts removed, shall be paid for as "extra work", but should the work so exposed or examined prove unacceptable, the uncovering or removing, and replacing of the covering and the making good of the parts removed, shall be at the contractor's expense.

CONTRACTOR TO HAVE REPRESENTATIVE ON WORK

The contractor shall at all times have a competent superintendent or foreman who shall at all times be acceptable to the engineer and capable of reading and thoroughly understanding the plans and specifications as his agent on the work, who shall receive instructions from the engineer or his authorized representatives. The superintendent or foreman shall have full authority to execute the orders or directions of the engineer without delay and to promptly supply such materials, tools, plant equipment, and labor as may be required, regardless of whether or not the work is to be performed by the contractor's own forces or those of a subcontractor. The fact that an approved subcontractor is performing any portion of the work shall not relieve that contractor of this requirement.

The contractor shall furnish a written statement designating by name said superintendent or foreman as being the person authorized by said contractor to act in his stead during his absence from the job.

COOPERATION WITH OTHERS

Other Operations

The City, as well as utility companies, will have work to accomplish on this project and some of this work will be done at the same time the Contractor is working.

The Contractor shall cooperate with other agencies doing work in the area by working out schedules with these agencies ahead of the various phases of work.

EXTRA WORK - ADDITIONAL WORK

Upon the written order of the engineer, the contractor shall perform such additional or extra work that may or may not be included under or covered by contract prices, as may be necessary for the satisfactory completion of the project. If the work is of a kind for which a specification is given herein, it shall be performed in accordance with that specification, subject to such supplemental or additional specifications, plans, and instructions as the engineer may issue. If the work is of a kind not covered by a specification given herein, it shall be performed in accordance with accepted practice for the class of work intended and in accordance with such plans as may be issued by the engineer.

The City shall have the option of paying for additional or extra work at the stipulated unit prices or stipulated lump sum given in the proposal form or on a force account or cost plus basis. Payment for extra work will be made only when the work involved has been authorized by the engineer, in writing, prior to performance of the work.

DUST CONTROL

- DESCRIPTION: This work shall consist of applying either water or dust palliative, or both, for the alleviation or prevention of dust nuisance.
- APPLICATION: The application of water or dust palliative shall be under the control of the Engineer at all times and shall be applied in the amounts and at the locations designated by the Engineer.
- PAYMENT: No separate payment will be made for any work performed or material used to control dust resulting from the Contractor's performance of the work, either inside or outside the right-of-way. Full compensation for such dust control will be considered as included in the prices paid for the various items of work involved.

CHAIN LINK FENCE

Fence material shall be of 11 gauge, 72 inch high galvanized material with barbed ends.

Tension wire shall be 7 gauge galvanized wire.

All line posts, corner posts, brace rails, gates, gate posts, top rails and extension arms shall be of galvanized material.

Barb wire shall be four (4) point, two (2) strand wound barb wire.

Construction shall conform to Oregon State Highway Division Standard for Chain Link Fencing, Drawing No. 2117, Type CL-6R with extension arms and 3 strands of barb wire.

WORK AND PAYMENT SCHEDULES

Before construction on the project begins, the contractor shall submit an overall formal work schedule to the Engineer for approval. After the work is in progress the contractor shall update the work schedule weekly and submit the update to the Engineer for approval.

Monthly progress payments shall be made on completed work strictly within the weekly work schedules approved by the Engineer for that month.

Measurement for completed work shall be made from manhole to manhole for pipe work or by bid item for street work.

Completed shall be interpreted as meaning street surfaces returned to previous condition, manholes finished internally and externally, catch inlets connected and finished internally and externally, and clean-up of the local area satisfactorily to the Engineer.

FINAL CLEANING UP

Upon completion of the work and before acceptance and final payment shall be made, the contractor shall clean up the right of way and all properties on which he has operated in the construction of the project, including removing or burning all discarded materials, rubbish, and debris. He shall tear down, remove or burn all construction plant structures erected by or for him, or by or for his subcontractors or employees on the right of way or on property controlled by the owner. He shall do all things necessary to put the whole of the right of way and such other property controlled by the owner as he may occupy in a neat, clean and orderly condition. Should the contractor fail to perform adequate clean up, the city may take steps to perform the same and deduct the cost from monies due the contractor.



Bond No. 46 41 18

☒ **THE WESTERN CASUALTY AND SURETY COMPANY**
☐ **THE WESTERN FIRE INSURANCE COMPANY**

The Company to provide this bond coverage shall be designated with an ☒.

FORT SCOTT, KANSAS 66701

PERFORMANCE BOND

Approved by The American Institute of Architects, A.I.A. Document No. A-311 Feb. 1970 ED.

KNOW ALL MEN BY THESE PRESENTS:

That Michael W. Deere, Phil E. Brundridge, and Benjamin A. Theard DBA Hoodland Fence Company
(Here insert full name and address or legal title of the Contractor)

as Principal, hereinafter called Contractor, and THE WESTERN CASUALTY AND SURETY COMPANY and/or THE WESTERN FIRE INSURANCE COMPANY,
Fort Scott, Kansas; as Surety, hereinafter called Surety, are held and firmly bound unto The City of Newberg, Oregon, 414 E.
1st Street, Newberg, Oregon

(Here insert full name and address or legal title of the Owner)

as Oblige, hereinafter called Owner, in the amount of Five Thousand Nine Hundred and Forty One - And - 40/100
Dollars
(\$ 5,941.40), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated November 3, 19 77, entered into a contract with Owner
for Construction of 1,100 feet of 72 inch chain link fence with three strands of barbwire
at Otis Springs

in accordance with Drawings and Specifications prepared by Leonard L. Smith, 414 E. 1st Street, Newberg, Oregon
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder,
the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest respon-
sible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between
such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or
contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not ex-
ceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "bal-
ance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments
thereto, less the amount properly paid by Owner to Contractor.

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

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors,
administrators or successors of the Owner.

Signed and sealed this 23rd day of November A. D. 19 77.

In the presence of:

Michael W. Deere (Seal)
(Principal)

(Title)
Hoodland Fence Company
THE WESTERN CASUALTY AND SURETY COMPANY
THE WESTERN FIRE INSURANCE COMPANY

By Fred M. Rutledge
Fred M. Rutledge Attorney-in-Fact

Performance Bond for General Contractors.

SB 5715 (1)

FORM FS 5617-R4

MUL

PERFORMANCE BOND
FOR GENERAL CONTRACTORS

Issued for Hoodland Fence Company

To City of Newberg

Nature of Work Construction of fence -

Otis Springs

Date of Contract 11-3-77

Date of Bond 11-23-77