

Street Improvement Project
1965-1

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1072

ADVERTISEMENT FOR BIDS

NOTICE TO CONTRACTORS

FILE COPY

NOTICE IS HEREBY GIVEN that the City of Newberg, Oregon, will receive sealed proposals in the office of the City Recorder until 7:30 P.M., PST, on the 19th day of April, 196 5, for constructing streets.

The work will consist of clearing and grubbing, 17,500 cy excavation, furnish and place 18,000 cy crushed rock, 47,500 square yards preparation of base, 295 tons asphalt, 2,850 cy cover aggregate, 585 tons asphaltic concrete, 27,600 linear feet concrete curbs and gutters, 5 catch basins, adjust 19 manholes, furnish and place 13 asphaltic concrete valleys, 322 linear feet of 8" and 12" concrete culvert pipe, and 24 survey monuments. As an alternate using asphaltic concrete pavement instead of type O-11 asphaltic pavement the quantities would change as follows--furnish and place 15,500 cy crushed rock, 5,926.45 tons of asphaltic concrete. Asphalt tonage and cover aggregate used in the O-11 type pavement and asphaltic concrete valleys would be deleted.

All work is to be done in accordance with plans and specifications prepared by the City Engineer and on file in the office of the City Recorder and in accordance with the provisions of the City Charter and the Ordinances of the City of Newberg pertaining to such work.

Plans, specifications, bid forms, form of contract and bond may be obtained from the City Recorder, Newberg, Oregon upon deposit of \$ 25.00, which will be refunded to all plan holders submitting bona fide bids upon the return of the plans and specifications within 15 days after the bid opening.

Attention is called to Bidder Prequalifications, Section 279-012 to 279-016 inclusive, Oregon Revised Statutes, which must be filed with the Recorder five (5) days before date for opening of bids and for which forms may be obtained at the office of the City Engineer.

Each bid must be accompanied by a certified check or bid bond, for not less than five per cent (5%) of the amount bid, and made payable to the City of Newberg, such check or bid bond to be forfeited should the successful bidder fail to enter into a contract and provide a suitable bond, which bond shall be in the amount fixed by the Council but not less than one hundred per cent (100%) of the amount of the contract, within seven (7) days from the date on which he is notified that he is the successful bidder.

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

By order of the City Council this 1st day of March, 196 5.



CITY RECORDER

INSTRUCTIONS TO BIDDERS

WORK ON WHICH BIDS ARE TO BE RECEIVED

The work on which bids are to be received is as described in the special provisions.

SUBMISSION OF PROPOSALS

Each proposal must be presented under sealed cover to the City Recorder at the time and place fixed for the receiving of bids.

CONTRACT

The contract into which the successful bidder shall enter shall be of the form attached hereto.

BID QUANTITIES APPROXIMATE ONLY

The bid quantities in this proposal are only an approximate estimate of the quantities of work involved, being given as a factor for the computation of the total amounts of bids, upon which basis such bids are to be compared. The City of Newberg does not expressly or by implication agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any class or portion of the work as may be deemed necessary or expedient by the City.

FILLING IN PROPOSAL FORMS

The bidder must submit his proposal on the proposed form contained herein. The blank spaces in the proposal must be filled in correctly, where indicated for each and every item for which a quantity is given, and the bidder must state the unit prices (written in ink, both in words and numerals) for which he proposed to do each item of the work contemplated.

PROHIBITION OF ALTERATIONS

Proposals which are incomplete, or which are conditioned other than as herein authorized, or which contain any erasure, alteration, addition, or item not called for in the itemized proposal, or which contain any irregularity of any kind, or which are not in conformity to law, may be rejected as informal.

WITHDRAWAL OF PROPOSAL

Permission will not be given to withdraw, modify, or explain any proposal after it has been deposited with the City Recorder.

PROPOSAL GUARANTY AND SURETY BOND

Each proposal must be submitted on the prescribed form and accompanied by a certified check, cashier's check or bid bond payable to the City of Newberg, Oregon, in an amount not less than five per cent (5%) of the amount bid, and no bid will be considered unless accompanied by such checks or bid bond, and, if the contract be awarded, all checks shall be returned to the bidders, except that of the successful bidder, which shall be retained until a contract be entered into for making the improvement, between the bidder and the City, in accordance with such bid. If such bidder fails to enter into such a contract within seven (7) days from the date on which he is notified that he is the successful bidder, the said check and the amount thereof shall be forfeited to the city as agreed as liquidated damages for the failure to comply with the terms of the bid. Before such contract between the successful bidder and the City shall become valid or binding against the City of Newberg, the contractor shall furnish a bond, which bond shall be of the amount fixed by the City, but not less than one hundred per cent (100%) of the contract price. Said bond to be approved by the Mayor of the City of Newberg and having as sureties thereon some surety company authorized to do business in the State of Oregon, guaranteeing in proper form the faithful performance of the contract and further indemnifying the City of Newberg against all claims or liens for labor, work or material, on account of all persons who may perform or cause to be performed, any work or labor, or furnish or cause to be furnished any skilled labor or materials in the execution of the contract.

OPENING OF PROPOSALS

Proposals shall be opened and read by the City Recorder in the presence of the Council and in the presence of bidders or their representatives submitting proposals, and any others who may be interested.

COMPARISON OF BIDS

All bids are to be compared on the basis of the total amount of the bids as defined in the following paragraph.

TOTAL AMOUNT OF BID

The total amount of a bid for the purpose of determining the amounts of bidders' deposits and surety bond and of comparing the bids shall be the total sum computed from the quantities listed in the bidding sheets attached hereto,

and the unit prices as entered on those sheets by the bidder, due consideration being given to any specified or agreed upon reductions or additions.

CONFLICTING BID PRICES

If, in the proposal submitted by the bidder, there is found to be conflict between a bid price as stated in words, and the same bid price as stated in the numerals, the price to govern shall be the one of the two prices which checks the extension shown. If neither price checks the extension shown, or, if no extension is shown, then the price which is stated in words shall control.

In case of conflict between a bid price and the corresponding extended amount, the bid price shall govern.

RIGHT TO REJECT PROPOSALS

The Council of the City of Newberg reserves the right to reject any or all proposals and to waive technicalities as it may deem best for the interest of the City or may proceed to do the work under the supervision of the City Engineer, if in its opinion the best interests of the City will thereby be promoted.

AWARD OF CONTRACT AND RETURN OF PROPOSAL GUARANTEES

All proposals shall be submitted subject to acceptance within thirty (30) days from the date of opening, and the bidder will not be bound for a longer period except by special agreement.

All proposal guarantees, except that of the successful bidder, will be released within three (3) days after the award of the contract or the rejection of the bids. In cases of deferred action, the proposal guarantees of all but the three (3) lowest bidders may, at the option of the City, be released at an earlier date, and in no case will the proposal guaranty of any but the successful bidder be held for more than thirty (30) days without the consent of the bidder.

The proposal guaranty of the successful bidder will be held until the execution of the contract is completed and until a satisfactory surety bond is furnished.

TIME RESERVE FOR AWARD OF CONTRACT AND PREPARATION OF CONTRACT DOCUMENTS

The date or dates for the completion of the work contemplated by the contract shall not be vitiated by the fact that there will, of necessity, be a certain period of elapsed time between the date of receiving bids and the signing of the written instruments by all parties thereto. In specifying the dates for completion, it has been assumed that a period of not more than seven days will elapse between the receiving of the bids and submission to the contractor of the written instruments of contract and bond for his execution. If the above period exceeds this amount, consideration will be given to the granting of a corresponding extension of the time specified for the completion of the work.

PARTIAL PAYMENTS

At a regular period each month the engineer shall make an estimate of the amount of work completed and of the value of such completed work. With this estimate as a basis, a partial payment shall be made to the contractor for the amount so computed, less such amounts as may have been previously paid and less 15% to be retained in protection of the City's interest until 30 days after completion of all work under the contract.

Partial payments shall not be construed as an acceptance or approval of any part of the work covered thereby, and shall in no manner relieve the contractor of responsibility for defective workmanship or materials.

QUALIFICATION

It is further required that all bidders be prequalified with the Oregon State Highway Department or that they prequalify as provided by Section 98-103 O.C.L.A. Prospective bidders who have not previously prequalified shall file their prequalification statement with the City Recorder not later than 10 days prior to the date set for the bid opening. No bid will be received from persons not so qualified.

MINIMUM PREVAILING RATE OF WAGE

The contractor or subcontractor shall not pay less than the following rate of wage to all workmen employed on the project at the site. Overtime pay shall not be less than one and one-half times the hourly rate.

STREET OR ROAD PROJECTS:

<u>Operators</u>	<u>Per Hour</u>	<u>Occupation</u>	<u>Per Hour</u>
Truck Drivers	<u>2.50</u>	Curb Form Setters	<u>3.00</u>
Motor Graders	<u>3.25</u>	Curb Finishers	<u>3.00</u>
Rollers	<u>2.50</u>	Laborers	<u>2.00</u>
Tractor Loaders	<u>2.50</u>		
Distributors	<u>2.50</u>		
Leverman	<u>2.50</u>		
Dumpman	<u>2.50</u>		

SEWER PROJECTS:

<u>Operators</u>	<u>Per Hour</u>	<u>Occupation</u>	<u>Per Hour</u>
Truck	<u>2.50</u>	Pipe Layer	<u>2.50</u>
Bulldozer	<u>2.50</u>	Fine Grader	<u>2.50</u>
Trenching Machine	<u>2.60</u>	Trenchman	<u>2.00</u>
Back Hoe	<u>2.60</u>	Laborers	<u>2.00</u>
Tractor Loader	<u>2.50</u>		

BUILDING CONSTRUCTION:

<u>Operators</u>	<u>Per Hour</u>	<u>Occupation</u>	<u>Per Hour</u>
Carpenters	<u>3.00</u>	Mason Tenders	<u>2.00</u>
Brick Layers	<u>3.30</u>	Plaster Tenders	<u>2.00</u>
Electricians	<u>3.85</u>	Mortar Mixers	<u>2.00</u>
Painters - brush	<u>2.75</u>	Lathers	<u>2.50</u>
Plumbers	<u>3.50</u>	Cement Finishers	<u>3.00</u>
Plasterers	<u>3.40</u>		
Roofers	<u>3.10</u>		

Should any dispute arise as to what is the prevailing rate of wage for this locality and if the dispute cannot be settled by the parties involved, the dispute shall be referred to the Commissioner of the Bureau of Labor, who shall then determine the prevailing rate of wage for the same trade or occupation in the locality.

Before payment is made of any sum due on account of this contract by the City Recorder, he shall require the contractor or his surety and every subcontractor or his surety to file a statement in writing in form prescribed by the State Labor Commissioner, certifying the hourly rate of wage paid each classification of workmen employed by him upon such public work, and further certifying that no workman employed by him upon such public work has been paid less than the prevailing rate of wage or less than the minimum hourly rate of wage specified in the contract, which certificate and statement shall be verified by the oath of the contractor or his surety or subcontractor or his surety that he has read such statement and certificate and knows the contents thereof and that the same is true to his knowledge.

Any contractor or subcontractor or his surety who violates the provisions of Chapter 627, Oregon Laws, 1959, shall be liable as provided in Section 6 thereof.

STANDARD SPECIFICATIONS

CLEARING AND GRUBBING

Work to be Done:

Under these provisions, the contractor shall perform such clearing, grubbing and cleaning-up work as may be required to bring the entire project to a condition satisfactory in all respects for the construction of the project, and upon completion of the project, to leave the entire project in a clean, neat condition free from all litter, debris and extraneous matter.

Removal of Miscellaneous Structures:

The clearing and grubbing work shall be understood to cover and include the removal and disposal of trees and stumps within or crowding the excavation area and marked for removal by the Engineer, parts of sidewalks and, or driveways extending into the excavation zone; old curbs badly broken and not salvageable, and other structures of minor nature encountered within the areas to be cleared as such are indicated on the plans or required for construction of the project as planned. Where sidewalks or driveways are cut back beyond the neat lines of excavation the cut shall be replaced with concrete.

Measurement and Payment:

The basis of measurement and payment for performance of clearing, grubbing and other work, as specified, will be in lump sum. The pay item will be:

Clearing and Grubbing

The amounts to be allowed for "Clearing and Grubbing" in the partial payments to be made under this contract shall not be in excess of the reasonable value of the clearing and grubbing work performed as said reasonable value is estimated by the engineer.

STANDARD SPECIFICATIONS

1. Excavation.

Methods of excavation may vary from street to street, as well as the disposal of the material. Regardless of the method used, the contractor shall control his operation to the limits staked by the engineer. Excavation must not be carried below grade and any over excavation shall be backfilled with rock at the contractor's expense.

It will consist primarily of removing existing roadway surfacing to conform to new subgrade for new base rock and curb and gutter. Embankment quantities are negligible and excess excavation will be hauled to low areas in the immediate vicinity and city streets about town as directed by the engineer. Free haul shall be one mile and any overhaul, if ordered by the engineer, will be paid for at the rate of 20¢ per yard mile.

Measurement and Payment.

Excavation will be measured in place to the lines and grades established by the engineer and paid for at the unit price per cubic yard quoted in the bid schedule.

2. Crushed Rock Base.

Prior to placing rock base, the subgrade shall be bladed true to grade and crown and thoroughly compacted by rolling and sprinkling if too dry for good compaction.

Crushed rock for base construction may vary in size from $2\frac{1}{2}$ "-0" to $3\frac{3}{4}$ "-0" as the engineer may direct. The thickness may vary from 10" for all new base construction to 2" where new rock is added to existing rock base. Where depth exceeds 5 inches, it shall be placed in two layers, with each layer being bladed and rolled and compacted prior to placing next lift of base or key rock. Sprinkling may be required to prevent loss of fines while processing.

The quality, grading requirements, and construction especially constituting placing, compacting and surface finish shall conform to the general requirements as set forth in the Oregon State Highway Standard Specification under Stone Base, section 202, 1964 publication.

Measurement and Payment.

Base rock will be measured in trucks at the point of delivery and will be paid for at the unit price per cubic yard quoted in the bid schedule, which shall cover all the costs of furnishing, hauling and placing as specified above, regardless of size.

3. Crushed Rock Leveling Course.

Crushed rock for leveling and keying up the rock base shall be 3/4"-0" in size. It shall be placed in one layer, bladed and rolled and brought to the compacted thickness indicated on the typical cross-section plans.

Material for this item will be measured in trucks at the point of delivery and paid for at the unit price quoted in the bid schedule, which shall include all the cost of furnishing and placing as noted above.

2 & 3a. Construction details

The surface of each layer of the base course shall be at specified cross-section and grade closely paralleling that established for the finished surface at the time it is sprinkled and compacted as herein provided. Each layer of the base shall be sprinkled as necessary and compacted by rolling, vibrating or other means until the relative compaction of the layer is not less than 95 per cent of that determined by the State Highway Department's "Standard Method of Calculating Maximum Densities for Controlling Compaction of Granular Materials".

The sprinkling of base materials shall be done at such times and in such quantities as to preclude undue softening or yielding of underlying materials.

Irregularities, depressions or other defects which develop during sprinkling and compacting shall be corrected by removal work, replacement work or other means approved by the engineer.

On areas inaccessible to the normal compacting equipment, compacting shall be done with mechanical tampers or compaction rollers.

4. Oil Mat Wearing Surface and Bituminous Binder Course.

Work to be done

Under these provisions, the Contractor shall construct an oil mat wearing surface, Type O-11, as indicated in the plans.

Also, under these provisions, the Contractor shall construct a bituminous binder course on those portions of the crushed rock base which are to be occupied by oil mat wearing surfaces.

Bituminous Cement

The bituminous cement to be used in the binder course shall be R.C. 250.

Binder Course

Bituminous cement in the binder course shall be applied at a rate between 0.25 gallon and 0.45 gallon per square yard as the engineer may order.

The spread of bituminous cement shall be followed immediately with a spread of $1\frac{1}{4}$ " to $3\frac{3}{4}$ " crushed rock which is the base course of rock for the O-11 oil mat wearing surface.

All spreads of asphalt and quantities of rock to be as specified by the Oregon State Highway Specifications except where increased by the engineer.

Measurement and Payment.

- (4a) Preparation of Base will be measured by the square yard and paid for at the unit price quoted in the bid schedule.
- (4b) Furnishing and Placing Aggregates as noted in the "Standard Specifications", except as follows: The first course shall be crushed $1\frac{1}{4}$ "- $3\frac{3}{4}$ " quarry rock. The second course shall be crushed and washed $3\frac{3}{4}$ "- $\frac{1}{2}$ " river gravel. The first seal shall be crushed and washed $\frac{1}{2}$ "- $\frac{1}{4}$ " river gravel. The final seal shall be crushed $\frac{1}{4}$ "-#10 river gravel. Clean crushed quarry rock acceptable to the engineer may be used to substitute for river gravel.
- (4c) Asphalt. Grades and cutbacks as stated above.

Payment for Oil Mat Wearing Surface, under the above items, shall include all the cost of furnishing and placing the component parts necessary to make up the completed items as described in the Standard Specifications.

5. Asphaltic Concrete Pavement

Work to be done:

Under these provisions, the contractor shall construct asphaltic Concrete pavement on all streets including intersections as called for by the plans or designated by the engineer.

Specifications:

Asphaltic concrete pavement shall be constructed in conformance to the Oregon State Highway Standard Specifications, including particularly Section 320, 1964 publication.

Asphaltic Concrete:

Class "C" asphaltic concrete shall be used in base and wearing surface of the streets on this project.

The asphaltic concrete shall be placed in one layer and to a depth of 2" compacted thickness.

At such points and places on the new street construction as designated by the Engineer where it is necessary for proper drainage to carry surface water across the paved street the crown of the street will be lowered in both the excavation and base rock and the asphaltic concrete shall be placed to the proper thickness and in such a manner as to form a valley for the flow of the aforesaid water. Lines and grades to be established by the Engineer. Approximately 13 such valleys shall be formed in the paved surface. It shall be understood that the cost of constructing valleys in the paved surface will be covered and included in the price bid for the item, Asphaltic Concrete, and no additional payment will be made for the forming of the valleys.

Measurement and Payment

The basis of measurement and payment for the construction of the asphaltic concrete pavement, as specified shall be as set forth in the Oregon State Highway Standard Specifications.

(a) The pay item shall be: Asphaltic Concrete.

6. Concrete Curb and Gutter.

This item shall be furnished and placed in accordance with the Oregon State Highway Department Standard Specifications for Highway Construction, issued in 1964, Section 720, except as modified herein.

Monolithic curb and gutter as shown on plans requires one cubic foot of concrete per lineal foot.

Dowel bars at expansion joints will be omitted.

Where ready-mix or transit-mix concrete is used, it shall contain 6 sacks of cement per cubic yard of concrete. If the additive "Pozolith" is used as per manufacturer's recommendations, the cement may be reduced to 5½ sacks cement per yard.

Concrete curb and gutter shall rest on undisturbed earth. Over-excavation shall be filled with fine rock mechanically compacted at the contractor's expense.

All exposed faces of concrete curb and gutter shall be sprayed with an approved curing compound, applied as per manufacturer's recommendations.

Excavation will be paid for under roadway excavation. Backfilling behind curbs will be considered as incidental to excavation.

Measurement and Payment.

Concrete curb and gutter will be measured and paid for by the lineal foot instead of by the cubic yard as noted in the Standard Specifications referred to above.

7. Adjustment of Manholes.

This item of work consists of raising or lowering the cast iron ring to conform to the new pavement grade. It may be accomplished by exchanging a 7" cast iron ring for a 3" or 4", or vice versa, or by adding precast concrete rings on top of the cone. Occasionally, it may be necessary to remove the cone and chip away part of the base.

Adjustment shall be made after all paving work has been completed.

Payment will be made at the price quoted in the bid schedule, which shall include all the costs of furnishing labor and materials.

8. Catch Basins.

Catch basins shall be furnished and placed in accordance with the special design shown on the plans. The 15" standard sewer pipe, old style, with pre-formed hole as well as coast iron grate may be procured from the Oregon Gravel Company of Salem, Oregon.

Payment will be made at the unit price per each quoted in the bid schedule which shall include all the cost of furnishing and setting a complete unit.

9. 8" Concrete Culvert Pipe.

8" & 12" culvert pipe will be used to connect catch basins to storm sewer and shall pass Oregon State Highway specifications for plain concrete culvert pipe.

It will be measured in place and paid for at the price quoted per lineal foot in the bid schedule which shall include all the cost of furnishing, excavating, fitting and placing.

10. Survey Monument Cases.

This item of work consists of furnishing and placing cast iron survey monument cases as manufactured by the Portland Industrial Iron Works or approved equal. Cases shall be 8" in diameter and 10" in depth and placed as directed by the engineer after the paving work has been completed.

Payment will be made at the unit price per each quoted in the bid schedule which shall include all the cost of furnishing and setting.

11. Sprinkling.

Sprinkling of the subgrade and rock base may be ordered when deemed necessary by the engineer. The contractor shall have on hand and ready to operate at all times one gravity type sprinkling tank truck of not less than 1,000-gallon capacity.

Sprinkling water will be furnished by the City without cost, at the nearest fire hydrant, and the contractor will be paid for hauling and applying at the unit price per M gallon quoted in the bid schedule.

Also, under these provisions, when asphaltic concrete is used for the paved wearing surface the contractors shall perform sprinkling work on the 3/4"-0" material in base, using a combination of water and slow-setting emulsified asphalt, as the engineer may direct.

Also under the provisions the City of Newberg reserves the right to increase, decrease or omit all or any part of the sprinkling work, as such is estimated and shown in the plan summary and contract bid quantities. No adjustment in the contract unit price will be made or allowed due to variation in the amount of sprinkling work as above provided.

12. Asphaltic Concrete Valleys.

Within the areas of the city where streets are to be improved storm sewers are not now in existence and at various intersections the surface water must be carried across the paved street. To assure proper drainage at these places it is contemplated to place asphaltic concrete valleys in the paved surface. These asphaltic concrete valleys shall be six feet in width, four inches in thickness and extend from gutter to gutter.

Method of Placement.

After the excavation has been completed and curbs and gutters and base rock are in place, the asphaltic concrete valleys shall be constructed in two layers. The bottom layer or base course shall be $2\frac{1}{2}$ " in thickness and the top layer $1\frac{1}{2}$ " in thickness. The top or finish layer shall not be placed until the bottom course has been thoroughly cooled and cured, the time interval between placing the bottom course and the top course to be determined by the Engineer. The waiting period not to exceed three days. Both courses shall be thoroughly rolled and compacted and brought to proper grade as set by the engineer with the line of depression to carry the flow of water true to grade and at the exact center line of the valley. 2" X 4" wooden headers shall be used for forms and shall remain in place until the final oiling operations are begun, at which time they shall be removed.

Measurement and Payment.

Asphaltic concrete valleys shall be paid for in lump sum per each. The pay item will be:

Asphaltic Concrete Valleys,

which pay item shall include all costs of placing, finishing and curing of the materials in accordance with Standard Specifications.

13. EMULSIFIED ASPHALT SOLUTION:

When so directed by the engineer, and particularly in connection with the sprinkling of top course base materials, the contractor shall furnish on the work a solution of emulsified asphalt and water. The emulsified asphalt shall conform to the requirements for SS-1 slow-setting emulsified asphalt as set forth in the insert titled "Specifications for Emulsified Asphalt". The amount of emulsified asphalt to be mixed with the water, the rates of application of the mixture and other details shall be varied as directed by the engineer.

The emulsified asphalt and water mixture shall be applied to the top course materials prior to compaction of the materials in the same manner as normal sprinkling work and the water solution shall contain between 4 and 10 per cent SS-1 Asphalt by volume as directed by the engineer. The mixture shall be applied at rates as directed by the engineer.

The blading and processing work shall be done in a thorough and uniform manner to insure complete and uniform dispersal of the mixture throughout the top course of the base.

Compaction of the top course base material shall follow the processing work at such time as to provide a compacted course of materials of maximum density as directed by the engineer.

In loading the solution in the distributing vehicle, the emulsified asphalt shall be first placed therein and the water then added in such manner as to provide a homogeneous mixture. The distributing vehicle shall be equipped with a distributing device which shall spread the solution with reasonable uniformity at the rate prescribed by the engineer. The use of "splash boards" has not been found to provide accepted uniformity of spread.

GENERAL CONDITIONS OF CONTRACT FOR ENGINEERING CONSTRUCTION

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SEC. 1—Definitions

(a) The Contract Documents shall consist of Advertisement for Bids or Notice to Contractors, Instructions to Bidders, Form of Bid or Proposal, the signed Agreement, the General and Special Conditions of Contract, the Plans, and the Specifications, including all modifications thereof incorporated in any of the documents before the execution of the Agreement.

(b) The Owner, the Contractor and the Engineer are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of singular number and masculine gender.

(c) Wherever in this Contract the word "Engineer" is used it shall be understood as referring to the Engineer of the Owner, acting personally or through any assistants duly authorized in writing for such act by the Engineer.

(d) Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives the notice.

(e) The term "Subcontractor" shall mean any one (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor), but shall not include any person who furnishes merely his own personal labor or his own personal services.

SEC. 2—Execution, Correlation and Intent of Documents

The Contract Documents shall be signed in duplicate by the Owner and the Contractor.

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. In case of conflict between Plans and Specifications, the Specifications shall govern. The intention of the Documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

SEC. 3—Design, Drawings and Instructions

It is agreed that the Owner will be responsible for the adequacy of design and sufficiency of the plans and specifications. The Owner, through the Engineer, or the Engineer as the Owner's representative, shall furnish plans and specifications which completely represent the requirements of the work to be performed under the contract. All such drawings and instructions shall be consistent with the Contract Documents and shall be true developments thereof. In the case of lump-sum contracts, plans and specifications which completely represent the work to be done shall be furnished prior to the time of entering into the contract. The Engineer may, during the life of the contract, and in accordance with Section 15, issue additional instructions, by means of drawings or other media necessary to illustrate changes in the work.

SEC. 4—Copies of Drawings Furnished

Unless otherwise provided in the Contract Documents, the Engineer will furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

SEC. 5—Order of Completion

The Contractor shall submit, at such times as may be reasonably requested by the Engineer, schedules which shall show the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the several parts of the work, and estimated dates of completion of the several parts.

SEC. 6—Ownership of Drawings

All drawings, specifications and copies thereof furnished by the Engineer shall not be reused on other work, and, with the exception of the signed Contract, sets are to be returned to him on request, at the completion of the work. All models are the property of the Owner.

SEC. 7—Familiarity with Work

The Owner shall make known to all prospective bidders, prior to the receipt of bids, all information that he may have as to subsoil conditions in the vicinity of the work, topographical maps, or other information that might assist the bidder in properly evaluating the amount and character of the work that might be required. Such information is given, however, as being the best factual information available without the assumption of responsibility for its accuracy or for any conclusions that the Contractor might draw therefrom. The Contractor, by careful examination, shall satisfy himself as to the nature and location of the work, such logs of test borings and/or records made of other methods of underground exploration as may be available, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.

SEC. 8—Changed Conditions

The Contractor shall promptly, and before such conditions are disturbed, notify the Owner in writ-

ing of: (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract; or (2) unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this Contract. The Contracting Officer shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this contract, an equitable adjustment shall be made and the contract modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as above required; provided that the Contracting Officer may, if he determines the facts so justify, consider and adjust any such claim asserted before the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in Section 37 hereof.

SEC. 9—Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among his employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned to him.

Adequate sanitary facilities shall be provided by the Contractor.

SEC. 10—Royalties and Patents

The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the Owner has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

SEC. 11—Surveys, Permits and Regulations

Unless otherwise specified, the Owner shall furnish all land surveys and establish all base lines for locating the principal component parts of the work together with a suitable number of bench marks adjacent to the work. From the information provided by the Owner, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines and elevations. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

SEC. 12—Protection of the Public and of Work and Property

The Contractor shall provide and maintain all necessary watchmen, barricades, red lights and warning signs and take all necessary precautions for the protection and safety of the public. He shall continuously maintain adequate protection of all work from damage, and shall take all reasonable precautions to protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any damage, injury or loss to his work and to the property of the Owner resulting from lack of reasonable protective precautions, except such as may be due to errors in the Contract Documents, or caused by agents or employees of the Owner. He shall adequately protect adjacent private and public property, as provided by Law and the Contract Documents.

In an emergency affecting the safety of life, of the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Engineer, hereby permitted to act at his dis-

cretion to prevent such threatened loss or injury. He shall also so act, without appeal, if so authorized or instructed by the Engineer.

Any compensation claimed by the Contractor on account of emergency work, shall be determined by agreement or by arbitration.

SEC. 13—Inspection of Work

The Owner shall provide sufficient competent engineering personnel for the inspection of the work.

The Engineer and his representatives shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access, and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Engineer, and, if so ordered, the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, the Contractor shall pay such cost.

SEC. 14—Superintendence

The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Contractor shall give efficient superintendence to the work, using his best skill and attention.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omis-

sions in plans or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing, and the Engineer shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

SEC. 15—Changes in the Work

The Owner may make changes in the plans and specifications of the Contract within the general scope at any time by a written order and without notice to the sureties. If such changes add to or deduct from the extent of the work, the Contract shall be 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.

In giving instructions, the Engineer shall have authority to make minor changes in the work not involving extra cost, and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer, and no claim for an addition to the Contract Sum shall be valid unless the additional work was so ordered.

The Contractor shall proceed with the work as changed and the value of any such extra work or change shall be determined as provided in the Agreement.

SEC. 16—Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Engineer may deem proper, when work under extra work order as hereinbefore provided is added to the work under this contract; when the work is suspended as provided in Sec. 20; and when the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of his fault or negligence. Extension of time for completion shall also be allowed for any delays in the progress of the work caused by any act or neglect of the Owner or of his employees or by other Contractors employed by the Owner, or delay due to an act of Government, or by any delay in the furnishing of plans and necessary information by the Engineer, or by any other cause which in the opinion of the Engineer entitles the Contractor to an extension of time. Strikes and other labor disputes shall be cause for an extension of time.

The Contractor shall notify the Engineer promptly of any occurrence or conditions which in the Contractor's opinion entitle him to an extension of time. Such notice shall be in writing and shall be submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Engineer shall acknowledge receipt of the Contractor's notice within 5 days of its receipt. Failure to provide such notice shall constitute a waiver by the Contractor of any claim.

SEC. 17—Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, he shall give the Engineer written notice thereof within days after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No such claim shall be valid unless so made.

SEC. 18—Deductions for Uncorrected Work

If the Engineer deems it inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor.

SEC. 19—Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Engineer as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within 10 days after written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days' time thereafter, the Owner may, upon ten days' written notice, sell such materials at auction or at private sale and shall pay to the Contractor the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SEC. 20—Suspension of Work

The Owner may at any time suspend the work, or any part thereof, by giving days' notice to the Contractor in writing. The work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the Owner to the Contractor so to do. The Owner shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of such suspension.

If the work, or any part thereof, shall be stopped by the notice in writing aforesaid, and if the Owner does not give notice in writing to the Contractor to resume work at a date within days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work so suspended and he will be entitled to the estimates and payments for all work done on the portions so abandoned, if any, plus% of the value of the work so abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

SEC. 21—The Owner's Right to Terminate Contract

If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payments to Subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the

Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineer.

SEC. 22—Contractor's Right to Stop Work or Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of three months, through no act or fault of the Contractor or of anyone employed by him, or if the Engineer should fail to issue any estimate for payment within seven days after it is due, or if the Owner should fail to pay the Contractor within seven days of its maturity and presentation any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven days' written notice to the Owner and the Engineer, stop work or terminate this contract and recover from the Owner payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damages.

SEC. 23—Removal of Equipment

In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the Owner, shall promptly remove any part or all of his equipment and supplies from the property of the Owner, failing which the Owner shall have the right to remove such equipment and supplies at the expense of the Contractor.

SEC. 24—Responsibility for Work

The Contractor assumes full responsibility for materials and equipment used in the construction of the work and agrees to make no claims against the Owner for damages to such materials and equipment from any cause except negligence or willful act of the Owner. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by partial acceptance as set forth in Sec. 25). He shall make good all work damaged or destroyed before acceptance.

SEC. 25—Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Section 40 hereinafter, any portion of the permanent construction has been satisfactorily completed, and if the Engineer de-

termines that such portion of the permanent construction is not required for the operations of the Contractor but is needed by the Owner, the Engineer shall issue to the contractor a certificate of partial completion, and thereupon or at any time thereafter the Owner may take over and use the portion of the permanent construction described in such certificate, and exclude the Contractor therefrom.

The issuance of a certificate of partial completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if he has failed to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this Contract or the performance bond.

If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time, or both, as the Engineer may determine.

SEC. 26—Payments Withheld Prior to Final Acceptance of Work

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect himself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the Owner which will protect the Owner in the amount withheld, payment shall be made for amounts withheld, because of them.

SEC. 27—Contractor's Liability Insurance

The Contractor shall secure and maintain such insurance policies as will protect himself, his Subcontractors, and unless otherwise specified, the Owner, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone em-

ployed by them directly or indirectly. The following insurance policies are required:

- (a) Statutory Workmen's Compensation.
- (b) Contractor's Public Liability or Property Damage (Bodily Injury: each person—each accident; Property Damage: each accident—aggregate).
- (c) Automobile Public Liability and Property Damage (Bodily Injury: each person—each accident; Property Damage: each accident).

All policies shall be for not less than the amounts set forth in the special specifications, and other forms of casualty insurance shall also be provided if called for by such specifications.

Certificates of such insurance shall be filed with the Engineer, and shall be subject to his approval as adequacy of protection. Said certificates of insurance shall contain a 10 days' notice of cancellation in favor of the Engineer.

SEC. 28—Surety Bonds

The Owner shall have the right, prior to the signing of the Contract, to require the Contractor to furnish bond covering the faithful performance of the Contract and the payment of all obligations arising thereunder, in such form as the Owner may prescribe and with such sureties as he may approve. If such bond is required by instructions given prior to the receipt of bids, the premium shall be paid by the Contractor; if subsequent thereto, it shall be paid by the Owner.

SEC. 29—Damage Claims

The Contractor shall defend, indemnify and save harmless the Owner, its officers, agents, servants, and employees against and from all suits, losses, demands, payments, actions, recoveries, judgments and costs of every kind and description and from all damages to which the Owner or any of its officers, agents, servants and employees may be subjected by reason of injury to the person or property of others resulting from the performance of the Project, or through any improper or defective machinery, implements or appliances used by the Contractor in the Project, or through any act or omission on the part of the Contractor or his agents, employees or servants; and he shall further defend, indemnify and save harmless the Owner, its officers, agents, servants and employees from all suits and actions of any kind or character whatsoever which may be brought or instituted by any Subcontractor, material man or laborer who has performed work or

furnished materials in or about the Project or by, or on account of, any claims or amount recovered for an infringement or patent, trademark or copy-right.

SEC. 30—Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit which certifies so far as he has knowledge or information that the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the Owner against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

SEC. 31—Assignment

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due to him hereunder, except to a bank or financial institution acceptable to the Owner.

SEC. 32—Rights of Various Interests

Whatever work being done by the Owner's forces or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Engineer, to secure the completion of the various portions of the work in general harmony.

SEC. 33—Separate Contracts

The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any

other Contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. His failure so to inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of his work.

To insure the proper execution of his subsequent work the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the drawings.

SEC. 34—Subcontracts

The Contractor shall, as soon as practicable after signing of the Contract, notify the Engineer in writing of the names of Subcontractors proposed for the work.

The Contractor agrees that he is 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.

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

SEC. 35—Engineer's Status

The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

SEC. 36—Engineer's Decisions

The Engineer shall, within a reasonable time after their presentation to him, make decisions in writing on all claims of the Owner or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

SEC. 37—Arbitration

Demand for Arbitration—Any and all disputes arising out of, under, or in connection with the Contract or for a breach thereof, shall be sub-

mitted to arbitration in accordance with the rules of the American Arbitration Association, Inc., upon demand of either party to the dispute.

SEC. 38—Lands for Work

The Owner shall provide as indicated on drawing No. and not later than the date when needed by the Contractor the lands upon which the work under this Contract is to be done, rights-of-way for access to same, and such other lands which are designated on the drawing for the use of the Contractor. Any delay in the furnishing of these lands by the Owner shall be deemed proper cause for an equitable adjustment in both Contract price and time of completion.

The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials.

SEC. 39—Cleaning Up

The Contractor shall, as directed by the Engineer, remove at his own expense from the Owner's property and from all public and private property all temporary structures, rubbish and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the Owner thereof.

SEC. 40—Acceptance and Final Payment

(a) Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer will promptly make such inspection, and

when he finds the work acceptable under the Contract and the Contract fully performed he will promptly issue a final certificate, over his own signature, stating that the work required by this Contract has been completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the Owner within 30 days after the date of said final certificate.

(b) Before issuance of final certificate the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material bills, and other indebtedness connected with the work have been paid, except that in case of disputed indebtedness or liens, the Engineer may permit the Contractor to submit in lieu of evidence of payment a surety bond in twice the amount of the disputed indebtedness or liens, satisfactory to the Owner guaranteeing payment of all such disputed amounts, including all related costs and interest in connection with said disputed indebtedness or liens which the Owner may be compelled to pay upon adjudication.

(c) The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner, other than those arising from unsettled liens, from faulty work appearing within months after final payment, from requirements of the specifications, or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

(d) If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer so certifies, the Owner shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

STREET IMPROVEMENT PROJECT 1965-1

DESCRIPTION AND SCOPE OF WORK

and

SPECIAL PROVISIONS

All work under this contract shall be done in accordance with the "Standard Specifications and General Provisions for Highway Construction, Oregon State Highway Commission, Issued in 1964". The special provisions which follow, supplement and modify the foregoing "Standard Specifications". In case of conflict between the special provisions and the Standard Specifications, general provisions or plans, the special provisions and instructions shall govern.

DESCRIPTION AND SCOPE

The work for which bids are to be received and the work to be done under this contract consists of furnishing all labor and materials necessary to improve the following streets in the City of Newberg as herein specified:

1. Blaine from Sixth to Eighth.
2. Eighth from Blaine to City Limits.
3. Dayton Avenue from Fifth to City Limits.
4. Harrison from First to Third.
5. Lincoln from First to Third and First to Hancock.
6. Grant from First to Third and First to Sheridan.
7. Third from Main to Pacific Highway 99W.
8. Second from Main to Harrison.
9. Hancock from Main to Lincoln.
10. Sheridan from Main to Grant.
11. Garfield from Sheridan to Sherman.
12. Sherman from Main to Washington and Villa Rd to 550' West.
13. Washington from Sherman to Illinois.
14. Franklin from Blaine to Washington.
15. Morton from First to 290' South of Illinois.
16. Villa Road from Pacific Highway 99W to City Limits.
17. Eleventh from River to City Limits.

The method of construction and the width of the streets will vary slightly but the standard of construction will remain the same. The work will involve excavation, grading, rock base construction, concrete curb and gutter, drainage features and hardsurfacing with Type 0-11 or Asphaltic Concrete.

No claim shall be made by the contractor for any loss of anticipated profits because of any alteration, or by reason of any variation between the approximate quantities and the quantities of the work as done.

DATE OF COMPLETION

All work under this contract shall be completed on or before September 15, 1965.



SPECIAL PROVISIONS

1. Clearing and Grubbing.

This item of work may be distributed over the entire project.

The work will consist primarily of removal and disposal of approximately 8 trees ranging in diameter from 8" to 36". Two oak stumps 4 ft. in diameter, trimming of various branches that overhang the new construction work. Removal and disposal of concrete from driveways, cross walks and curbs now in place - not compatible with the new work as well as any small shrubbery within the area of excavation.

Payment will be made at the lump sum price quoted in the bid schedule.

2. Excavation.

Excavation shall be made in accordance with the Standard Specifications hereto attached. Arrangements have been made to dispose of the major portions of the materials at locations near areas to be excavated. The balance of the material, if any, shall become the property of the contractor to dispose of off the site as he sees fit.

3. Streets with Work Partially Completed by City Forces.

Blaine Street between Sixth St. and Eighth St. curb and gutter already in place on West side for approximately 87 feet.

Eighth Street between Blaine St. and City Limits. Excavation is approximately 90% complete and approximately 20% of rock in place.

Lincoln Street between First St. and Hancock St. Curbs and Gutters are in place on East and West sides for approximately 127 feet.

Sherman Street between Villa Road and 550' West. Curbs and gutters are in on the North side for approximately 400 feet and approximately 50% is complete with pavement.

Morton Street between First St. and Illinois St. Curbs and gutters are in place on the East and West sides for approximately 391 feet.

Villa Road between Pacific Highway 99W and City Limits. Curbs and gutters are in place for approximately 300 feet on the West side and approximately 200 feet on the East side.

4. Streets Requiring Maximum Amount of Construction. No Items Completed.

All streets in the project except those listed above shall require excavating, monolithic curb and gutter, base rock and asphaltic wearing surface, 6-11 or asphaltic concrete pavement State Highway Specifications.

SPECIAL PROVISIONS CONTINUED

If, in the opinion of the Engineer, a street has been used and rock added over a period of years and the present traveled areas have a tendency to be stable and satisfactory for paving with the addition of a portion of the specified base rock, then those areas will not be excavated but brought to the proper grade by such addition of rock.

5. Bituminous Binder Course and Oil Mat Wearing Surface.

Under these provisions, the contractor shall construct a Type O-11 oil mat wearing surface (including binder course) as indicated on the plans.

Bituminous Cement:

The bituminous cement to be used in the binder course shall be RC-250 rapid curing cutback asphalt.

The bituminous cement to be used in all spreads, except the seal, of the oil mat wearing surfaces shall be 200-300 penetration asphalt.

The bituminous cement to be used in the seal of oil mat wearing surfaces shall be RS-1 quick-setting emulsified asphalt.

Specifications: O-11 Oil mat and Binder Course.

The construction of the oil mat wearing surface and bituminous binder course shall be performed in conformance to the standard specifications, including particularly Division 2, Section 17, except for the following modifications:

Where the maximum size of aggregate in a designated size is less than one (1) inch, such designated size of aggregate shall be spread by means of a self-contained, self-propelled, pneumatic tired power spreader to designed, equipped, co-ordinated and uniformly at the prescribed rate over the freshly placed bituminous cement in one operation and in such manner that the coarser particles of the aggregate will contact the bituminous cement first and the finer particles of aggregate will be deposited on top of the coarser particles of aggregate.

Where the maximum size of aggregate in a designated size is one (1) inch or more, such designated size of aggregate may be spread by spreader boxes, mechanical spreaders or other spreading device that will give a uniform and properly controlled spread of aggregate at the prescribed rate over the freshly placed bituminous cement.

Where the new oil mat wearing surface connects to or overlaps old asphalt pavements now in place, the surface of the old pavements shall be free of dirt or dust and thoroughly cleaned by a power sweeper or by washing so that the surface is left clean and free of all loose materials and readily adhered to by the fresh asphalt.

CITY OF NEWBERG

1965-1 Street Paving

BID SCHEDULE

Item No.	Description	Quantity	Unit Price	Total
1.	Clearing and Grubbing For <u>Winter Roadbed</u>	All Lump Sum		1900.00
2.	Excavation For <u>Ninety cents</u>	17,500 cy Per C.Y.	.90	15750.00
3.	Crushed Rock Base For <u>Two - Fifty</u>	18,000 cy Per C.Y. <i>changed A.I.R.</i>	2.50 2.60	45,000.00 46800.00
4.	Preparation of Base For <u>Five cents</u>	47,500 s.y. Per S.Y.	.05	2375.00
5.	Asphalt For <u>Forty dollars</u>	295 Tons Per Ton	40.00	11800.00
6.	Cover Aggregate 1 3/4" - 3/4" For <u>Three - fifty</u>	1,280 cy Per C.Y.	3.50	4480.00
7.	Cover Aggregate 3/4" - #10 For <u>Three - Fifty</u>	1,570 cy Per C.Y.	3.50	5495.00
8.	Asphaltic Concrete For <u>Seven - Fifty</u>	585 Tons Per Ton	7.50	4387.50

Total Option No 1		3A Crushed Base Rock 15,500 cy Asphaltic Conc. 5,930 tons 55-1 Asphalt in Sprink- ling Water 7000 gal			Total Option No 2 Items 1, 2, 3A, 4, 9, 10, 11, 13, 14, 15, 16, 17, 18
132,079 ⁵⁰		2.50	6.50	0.23	138,522 ⁰⁰ <i>R.P.L.</i> <i>Checked by R.P.L.</i>
		38,750 ⁰⁰	38,545⁰⁰	1,610⁰⁰	
143,040 ⁰⁰		2.95	7.25	0.25	150,442.50
		45,725 ⁰⁰	42,992 ⁵⁰	1,750 ⁰⁰	
143,654 ⁰⁰ <i>R.P.L.</i>		2.50	7.00	0.30	148,884 ⁰⁰ <i>R.P.L.</i>
		38,750 ⁰⁰	41,510 ⁰⁰	2,100 ⁰⁰	
177,708 ⁵⁰		3.35	9.00	0.30	183,914 ⁰⁰
		51,925 ⁰⁰	53,370 ⁰⁰	2,100 ⁰⁰	

Bid Schedule - Continued:

		Quantity	Unit Price	Total
9.	Concrete Curb and Gutter	27,600 1.f.		
	For <u>One - Thirty-three</u>	Per 1.f.	1.33	36708.00
10.	Catch Basins	5 Each		
	For <u>Thirty - Five</u>	Per Each	35.00	175.00
11.	Adjust Manholes	19 Each		
	For <u>Twenty - Five</u>	Per Each	25.00	475.00
12.	Asphaltic Concrete Valleys	13 Each		
	For <u>One - Hundred</u>	Per Each	100.00	1300.00
13.	8" Concrete Culvert Pipe	82 1.f.		
	For <u>Two</u>	Per 1.f.	2.00	164.00
14.	12" Concrete Culvert Pipe	240 1.f.		
	For <u>Three</u>	Per 1.f.	3.00	720.00
15.	Sprinkling Water	300 M Gal.		
	For <u>Two - Fifty</u>	Per M Gal.	2.50	750.00
16.	Survey Monuments	24 Each		
	For <u>Twenty - Five</u>	Per Each	25.00	600.00
Total Option # 1				132079.50
				133879.50

4/19/65
 Rowell & Vickersham
 By Gen L. Rowell

Bid Schedule - Continued:

OPTION # 2 USING ASPHALTIC CONCRETE PAVEMENT

Item No.	Description	Quantity	Unit Price	Total
3A.	Crushed Rock Base For <u>Two Fifty</u> th <u>Charged</u> <u>ELR.</u>	15,500 c.y. Per C.Y.	2.50 2.60	38750.00 40300.00
17.	Asphaltic Concrete For <u>Sixty</u>	5,930 Tons Per Ton	6.50	38675.00
18.	SS-1 Asphalt in Sprinkling For <u>Twenty Three</u>	7,000 Gal Per Gal	23	1610.00
Total Option # 2				139952.00
Items 1, 2, 3A, 4, 9, 10, 11, 13, 14, 15, 16, 17 & 18				141,502.00

4/19/65

Rowell & Wickersham
By Glen L. Rowell
Partner

BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That we _____

_____, as principal, and _____

_____, as surety, are jointly and severally held and

bound unto the City of Newberg in the sum of _____

DOLLARS, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That whereas, the said principal herein has made and entered into a certain contract, copy of which is hereto annexed, with the City of Newberg, which contract together with the plans, specifications, general provisions, and special provisions, is hereby made a part hereof, whereby the said principal agrees to furnish certain materials, to perform certain work, to assume certain obligations and to do certain other things, all of which things he agrees to do in accordance with the certain terms, conditions, requirements and specifications set out in said contract.

NOW THEREFORE, if the principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of the said contract, in all respects, and shall well and truly and fully do and perform all matters and things by him undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, or as extended as provided in the general provisions; and shall indemnify and save harmless the City of Newberg, its officers, agents, against any direct or indirect damages that shall be suffered or claimed, or injuries to persons or property during the construction of said work, and until the same is accepted; and shall promptly pay all laborers, mechanics, sub-contractors with material, supplies, or provisions for carrying on such work, and all just debts, dues and demands incurred in the performance of such work; and shall pay said City of Newberg such liquidated damages as may accrue to said City under said contract; and shall in all respects faithfully perform said contract according to law, then this obligation is to be void, otherwise to remain in full force and effect.

WITNESS our hands this 19th day of April - 1965

Rowell W. Kiishan (SEAL)

Br. L. L. Rowell partner (SEAL)

PRINCIPAL

(SEAL)

Approved by:

(SEAL)

SURETY

MAYOR - City of Newberg

CONTRACT

THIS CONTRACT made and entered into this 27th day of April, 1965, by and between the City of Newberg, a municipal corporation of the State of Oregon, hereinafter called the City, party of the first part, and Rowell & Wickersham, hereinafter called the Contractor, party of the second part,

WITNESSETH:

That the said contractor, in consideration of the sums to be paid to him by said City in the manner and at the times hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors and assigns, to perform and to complete the work hereinbefore described, furnishing the necessary machinery, tools, apparatus, materials, and labor, and doing all things in accordance with the plans and the foregoing specifications and special provisions and in accordance with such modifications of the same and other directions as may from time to time be made or given by the City Engineer.

It is further agreed that said plans and specifications on file with the City Recorder and also the general provisions, construction details, special provisions, and schedule of contract prices, appended to this contract agreement, are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of the same were fully inserted herein.

That all of said improvements shall be done in strict conformity to the plans on file in the office of the City Recorder, and the specifications hereto attached, and with the Charter and the Ordinances of the City of Newberg pertaining to such work.

That work shall commence on or before the 17th day of MAY, 1965, and shall be prosecuted with such vigor that all work embraced with this contract shall be entirely completed on or before September 15, 1965.

That in view of the character of the work to be done the party of the first part shall suffer damages to the extent of \$25.00 per day for each and every day that the completion of the work is delayed beyond the time herein specified. That in case said work is not completed on or before said last named date, the party of the second part will pay the party of the first part as fixed and liquidated damages, resulting from such delay, the sum of \$25.00 for each and every day thereafter consumed in the completion of said work, which shall be retained out of the money due or to become due the contractor under this contract; provided, however, that the party of the first part may, in its discretion, grant the party of the second part an extension of time upon showing made by the party of the second part that the work has been unavoidably delayed by conditions of the weather, or by the acts of parties beyond the control of the party of the second part.

It is further understood and agreed that the party of the second part shall promptly, as due, make payments to all persons supplying to such contractor labor or material for the prosecution of the work provided for in this contract, and said contractor shall not permit any lien or claim to be filed or prosecuted against the City of Newberg on account of any material or labor furnished and said contractor shall not employ any person for more than eight hours in any one day or forty-eight hours in any one week, unless in case of emergency when no other competent labor is available, and in such case such labor shall be paid double wages for all overtime, and said contractor shall insure all employees against accident, either with the State Industrial Accident Commission, or with some reliable company authorized to do such insurance business in Oregon.

In consideration of the faithful performance of the work herein embraced, as set forth in the contract agreement, general provisions, construction details, special provisions, schedule of contract prices, and all general and detailed specifications and plans, which are a part hereof, in accordance with the directions of the City Engineer and to his satisfaction, the said City agrees to pay to said contractor the amount earned computed from the actual quantities of work performed as shown by the estimates of the City Engineer and the unit prices named in the attached schedule of contract prices, and to make such payments in the manner and at the times provided in the general provisions hereto appended.

It is further understood and agreed that in case of wilful failure or neglect on the part of the party of the second part to comply with the terms of this contract, the City of Newberg may at its own option annul and cancel this contract.

IN WITNESS WHEREOF, the aforesaid party of the first part has caused these presents to be executed in duplicate by its Mayor and Recorder, and the corporate seal of said City affixed, and the said party of the second part has executed the same in duplicate this

27th day of April, 1965.

THE CITY OF NEWBERG

By R. M. Buehler
President MAYOR of the Council
XXXXXX

THE CITY OF NEWBERG

By W. H. Hullett
RECORDER

ROWELL & WICKERSHAM

By Allen L. Rowell

CONTRACTOR

BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That we ROWELL & WICKERSHAM,
McMinnville, Oregon, as principal, and GLENS FALLS INSURANCE
COMPANY, Glens Falls,
New York, as surety, are jointly and severally held and

bound unto the City of Newberg in the sum of One Hundred Thirty-nine Thousand
Nine Hundred Fifty-Two and no/100 (\$139,952.00) -----
DOLLARS, for the payment of which we jointly and severally bind our-
selves, our heirs, executors, administrators and assigns, and successors
and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH

That whereas, the said principal herein has made and entered into
a certain contract, copy of which is hereto annexed, with the City of
Newberg, which contract together with the plans, specifications, general
provisions, and special provisions, is hereby made a part hereof, whereby
the said principal agrees to furnish certain materials, to perform certain
work, to assume certain obligations and to do certain other things, all
of which things he agrees to do in accordance with the certain terms,
conditions, requirements and specifications set out in said contract.

NOW THEREFORE, if the principal herein shall faithfully and truly
observe and comply with the terms, conditions, and provisions of the said
contract, in all respects, and shall well and truly and fully do and per-
form all matters and things by him undertaken to be performed under said
contract, upon the terms proposed therein, and within the time prescribed
therein, or as extended as provided in the general provisions; and shall
indemnify and save harmless the City of Newberg, its officers, agents,
against any direct or indirect damages that shall be suffered or claimed,
or injuries to persons or property during the construction of said work,
and until the same is accepted; and shall promptly pay all laborers,
mechanics, sub-contractors with material, supplies, or provisions for
carrying on such work, and all just debts, dues and demands incurred in
the performance of such work; and shall pay said City of Newberg such
liquidated damages as may accrue to said City under said contract; and
shall in all respects faithfully perform said contract according to law,
then this obligation is to be void, otherwise to remain in full force
and effect.

WITNESS our hands this 12 day of May, 1965.

ROWELL & WICKERSHAM

By Glenn L. Rowell (SEAL)

(SEAL)

PRINCIPAL

GLENS FALLS INSURANCE COMPANY (SEAL)

Approved by:

By Grace Olinger (SEAL)

SURETY Attorney in fact

R. McQuish
MAYOR - City of Newberg

COUNTERSIGNED:
HAGAN-HAMILTON INSURANCE
McMinnville, Oregon

By Merrill Hagan
Resident Agent G.O.

Proposal or Bid Bond



Bond No. 88 81 20

Premium \$ none

INSURANCE COMPANY
of Glens Falls, New York

KNOW ALL MEN BY THESE PRESENTS:

That Glen L. Rowell & Ivan O. Wickersham dba ROWELL & WICKERSHAM
P. O. Box 472, McMinnville, Oregon

(hereinafter called the Principal) as Principal, and the Glens Falls Insurance Company, a corporation created and existing under the laws of the State of New York, with its principal office at Glens Falls,

New York (hereinafter called the Surety), as Surety, are held and firmly bound unto

CITY OF NEWBERG
NEWBERG, OREGON

(hereinafter called the Obligee), in the full and just sum of FIVE PER CENT OF AMOUNT BID -----

----- Dollars (\$5% of bid ----),
good and lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal herein is submitting a proposal for

STREET IMPROVEMENT PROJECT 1965-1
City of Newberg
Newberg, Oregon

Now, Therefore, if the bid or proposal of said Principal shall be accepted, and the contract for such work be awarded to the Principal thereupon by the said Obligee, and said Principal shall enter into a contract for the completion of said work and furnish bonds as required by the contract and specifications, or the call for bids, or by law, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed, sealed and dated this 12th day of April, 19 65

ROWELL & WICKERSHAM

By

Glen L. Rowell
Partner
Ivan O. Wickersham
Principal

COUNTERSIGNED:

HAGAN-HAMILTON INSURANCE
McMinnville, Oregon

By

Merrill Hagan
Resident Agent p.o.

GLENS FALLS INSURANCE COMPANY

By

Grace Olinger
Attorney

CONTRACT

THIS CONTRACT made and entered into this _____ day
of _____, by and between the City of Newberg, a
municipal corporation of the State of Oregon, hereinafter called the
City, party of the first part, and _____,
hereinafter called the Contractor, party of the second part,

WITNESSETH:

That the said contractor, in consideration of the sums to be paid to him by said City in the manner and at the times hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees, for himself, his heirs, administrators, successors and assigns, to perform and to complete the work hereinbefore described, furnishing the necessary machinery, tools, apparatus, materials, and labor, and doing all things in accordance with the plans and the foregoing specifications and special provisions and in accordance with such modifications of the same and other directions as may from time to time be made or given by the City Engineer.

It is further agreed that said plans and specifications on file with the City Recorder and also the general provisions, construction details, special provisions, and schedule of contract prices, appended to this contract agreement, are hereby specifically referred to and made a part of this contract, and shall have the same force and effect as though all of the same were fully inserted herein.

That all of said improvements shall be done in strict conformity to the plans on file in the office of the City Recorder, and the specifications hereto attached, and with the Charter and the Ordinances of the City of Newberg pertaining to such work.

That work shall commence on or before the _____ day of _____, and shall be prosecuted with such vigor that all work embraced with this contract shall be entirely completed on or before _____.

That in view of the character of the work to be done the party of the first part shall suffer damages to the extent of \$25.00 per day for each and every day that the completion of the work is delayed beyond the time herein specified. That in case said work is not completed on or before said last named date, the party of the second part will pay the party of the first part as fixed and liquidated damages, resulting from such delay, the sum of \$25.00 for each and every day thereafter consumed in the completion of said work, which shall be retained out of the money due or to become due the contractor under this contract; provided, however, that the party of the first part may, in its discretion, grant the party of the second part an extension of time upon showing made by the party of the second part that the work has been unavoidably delayed by conditions of the weather, or by the acts of parties beyond the control of the party of the second part.

It is further understood and agreed that the party of the second part shall promptly, as due, make payments to all persons supplying to such contractor labor or material for the prosecution of the work provided for in this contract, and said contractor shall not permit any lien or claim to be filed or prosecuted against the City of Newberg on account of any material or labor furnished and said contractor shall not employ any person for more than eight hours in any one day or forty-eight hours in any one week, unless in case of emergency when no other competent labor is available, and in such case such labor shall be paid double wages for all overtime, and said contractor shall insure all employees against accident, either with the State Industrial Accident Commission, or with some reliable company authorized to do such insurance business in Oregon.

In consideration of the faithful performance of the work herein embraced, as set forth in the contract agreement, general provisions, construction details, special provisions, schedule of contract prices, and all general and detailed specifications and plans, which are a part hereof, in accordance with the directions of the City Engineer and to his satisfaction, the said City agrees to pay to said contractor the amount earned computed from the actual quantities of work performed as shown by the estimates of the City Engineer and the unit prices named in the attached schedule of contract prices, and to make such payments in the manner and at the times provided in the general provisions hereto appended.

It is further understood and agreed that in case of wilful failure or neglect on the part of the party of the second part to comply with the terms of this contract, the City of Newberg may at its own option annul and cancel this contract.

IN WITNESS WHEREOF, the aforesaid party of the first part has caused these presents to be executed in duplicate by its Mayor and Recorder, and the corporate seal of said City affixed, and the said party of the second part has executed the same in duplicate this _____ day of _____.

THE CITY OF NEWBERG

By _____

MAYOR

THE CITY OF NEWBERG

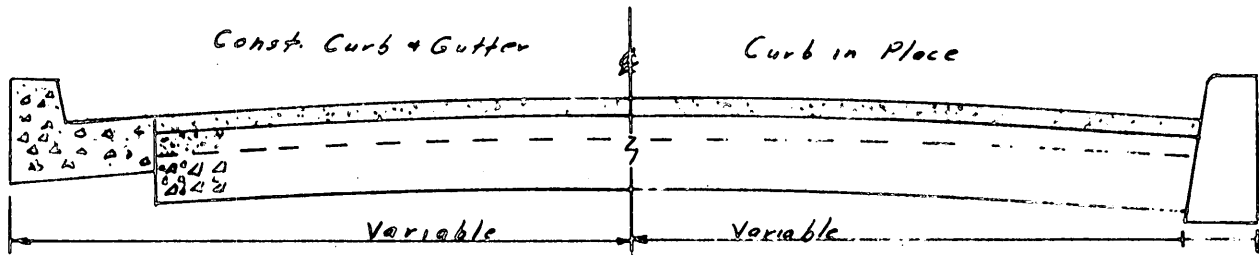
By _____

RECORDER

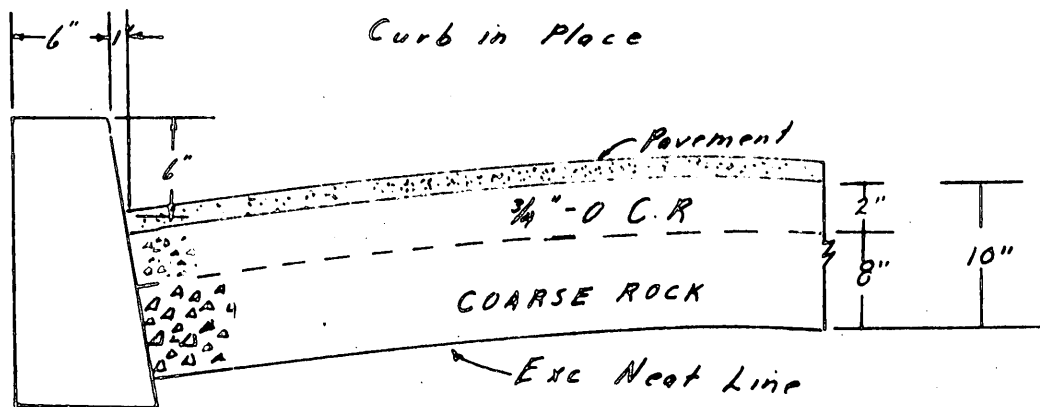
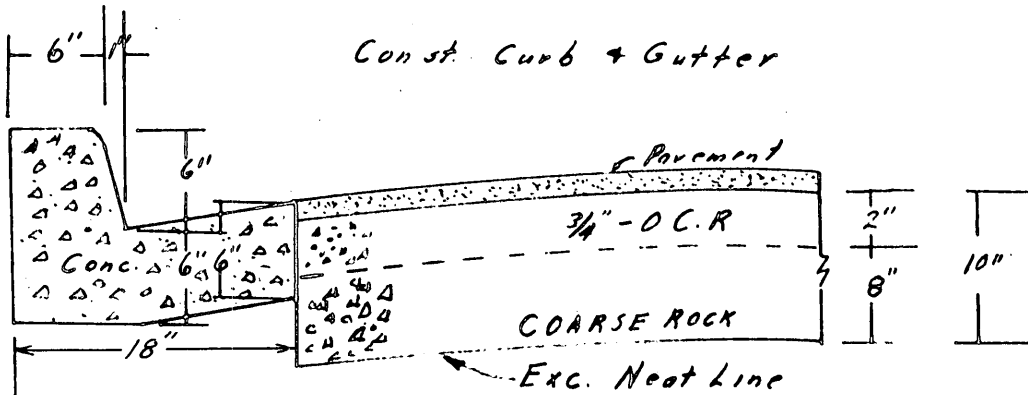
CONTRACTOR

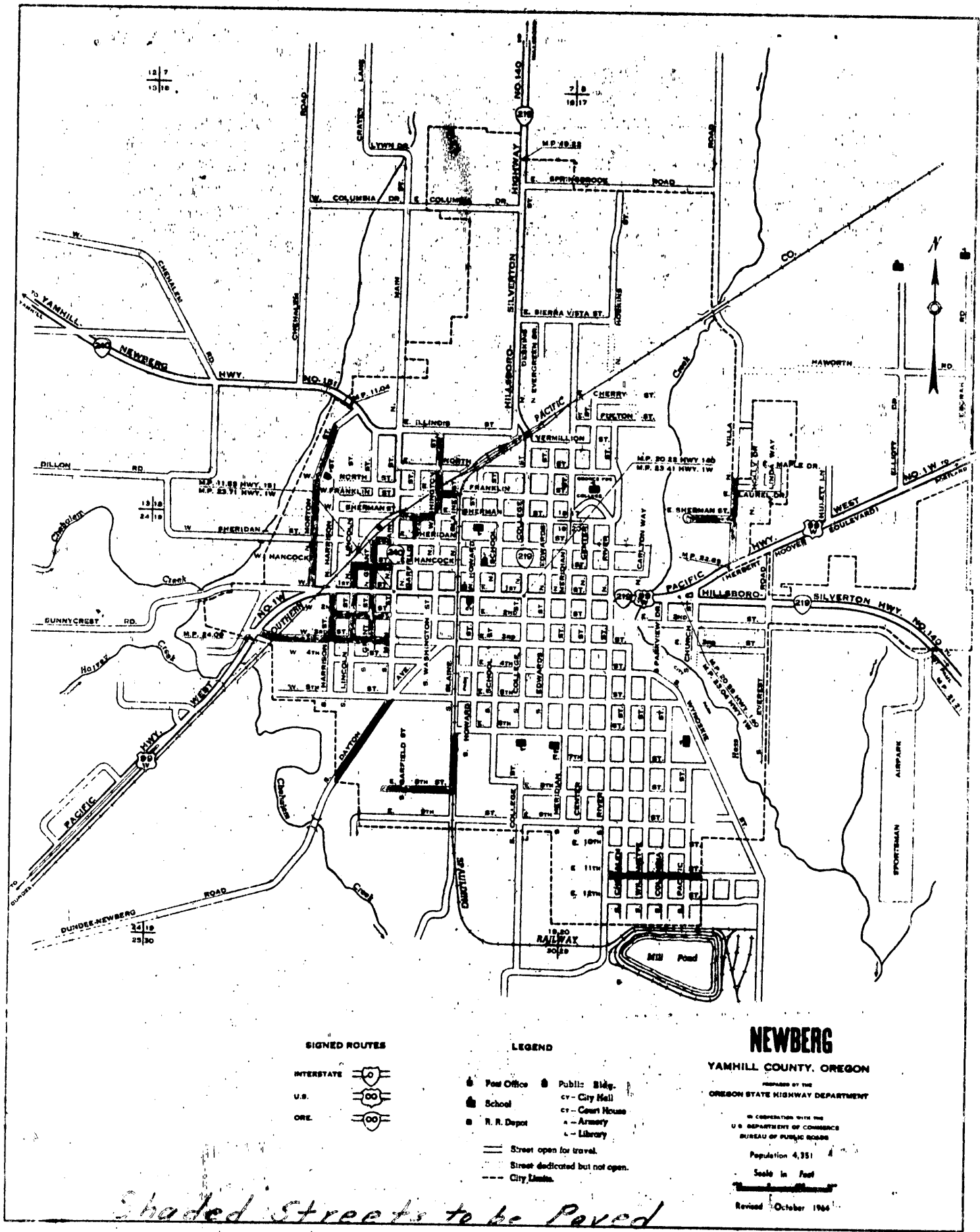
TYPICAL SECTION

Newberg Street Improvement Project



DETAIL OF SEC.





SIGNED ROUTES

- INTERSTATE
- U.S.
- ORE.

LEGEND

- Post Office
- Public Bldg.
- School
- City Hall
- Court House
- R. R. Depot
- Army
- Library
- Street open for travel.
- Street dedicated but not open.
- City Limits.

NEWBERG

YAMHILL COUNTY, OREGON

PREPARED BY THE
OREGON STATE HIGHWAY DEPARTMENT

IN COOPERATION WITH THE
U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

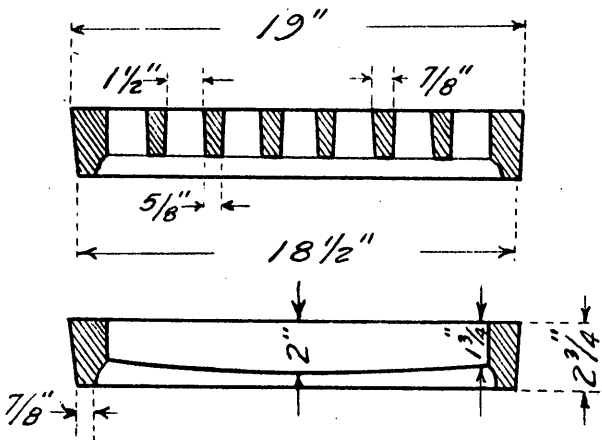
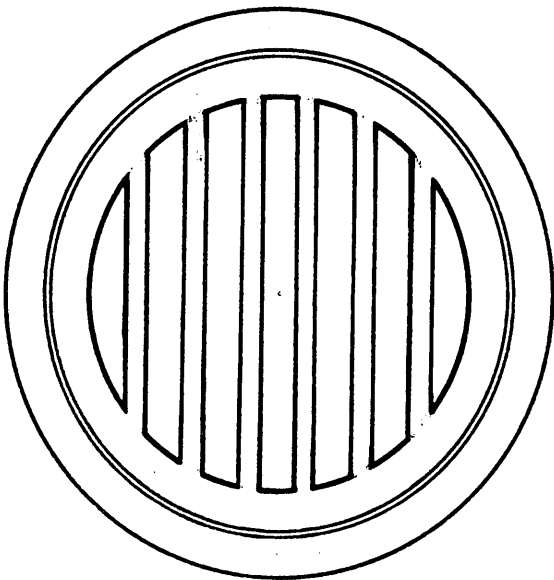
Population 4,351

Scale in Feet

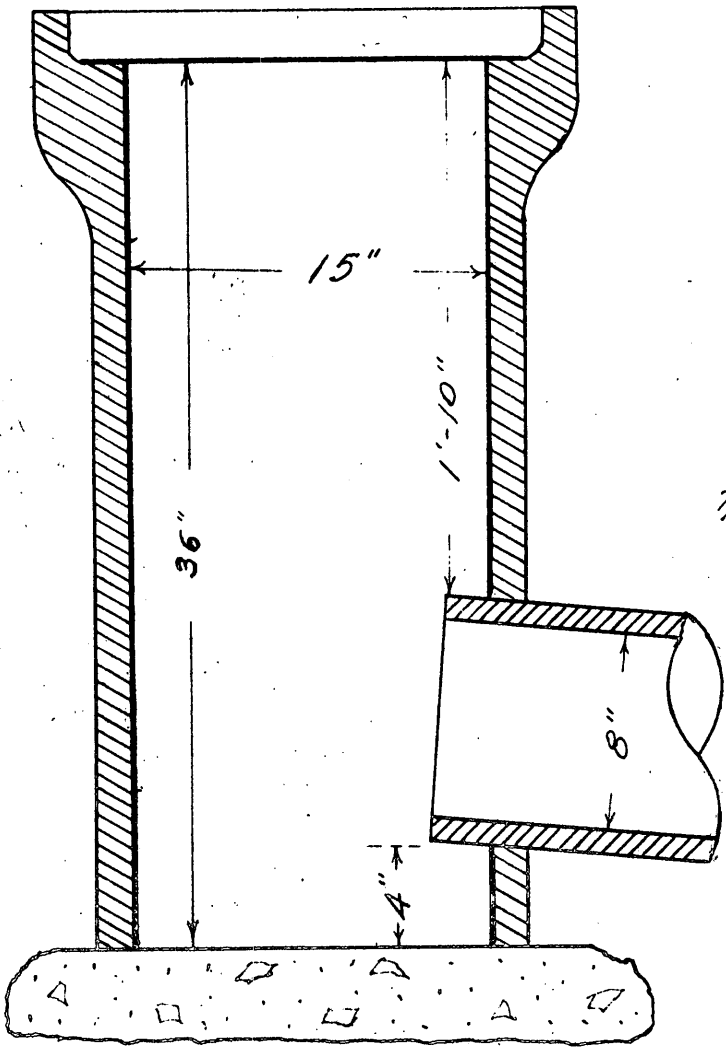
Revised October 1944

Shaded Streets to be Paved

Cast Iron Grate



Standard Concrete Sewer Pipe



Special Catch Basin
CITY OF NEWBERG