6/5/62

13E

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1092

CONTRACT

THIS CONTRACT, made and entered into this 5 day of June, 1962, 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 of McMinnville, Oregon

Hereinafter called the Contractor, Party of the second part,

WITNESSETH:

That the said contractor, in consideration of the sum to be paid to them by said City in the manner and at the times hereinafter provided, and of the other covenants and agreements herein contained, hereby agrees to perform and to complete the work described in certain plans and specificatisns for street paving, 1962, in the City of Newberg, said plans and specifications being hereto attached and marked "EXHIBIT A-1" and by this reference made a part hereof, 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 directors as may from time to time be made or given by the Superintendent of Public Works.

It is further agreed that the bid prices set forth in the "form of bid" contained in said plans and specifications are likewise specifically made a part of this contract.

That all of said paving shall be done in strict conformity to said plans and specifications and in conformity with the Charter and Ordinances of the City of Newberg appertaining to such work.

That work shall commence on or before _____ and shall be prosecuted with such vigor that all work embraced within this contract shall be entirely completed on or before August 1, 1962.

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 $ --- 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 $ --- for each and every day thereafter consumed in the completion of said work, which shall be retained out of any 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 materials 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 over times, 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, and all general and detailed specifications and plans, which are a part hereof, and said "form of bid", in accordance with the directions of the Superintendent of Public Works and to his satisfaction, the said City of Newberg agrees to pay to said contractor the amount earned computed from the actual quantities of work performed as shown by the estimates of the Superintendent of Public Works and the unit prices named in the attached "form of bid", and to make payments in the following manner, to-wit:

Full payment shall be made by the City of Newberg to said contractor when said work is fully completed andaccepted by the said City of Newberg.

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.

It is further understood and agreed that this contract shall not be assignable, in whole or in part, by operation of law or otherwise, without the written consent of the party of the first part, first duly had and obtained. If so consented to, this contract shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

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 to be affixed, and the said party of the second part has executed the same in duplicate this 5 day of June, 1962.

THE CITY OF NEWBERG

By R. M. Boyd
MAYOR

By M. Gilbert
RECORDER

(Corporate Seal)

Party of the First Part

Rowell & Wickersham
by Glen L. Rowell
Partner

CONTRACTOR

Party of the Second Part.

EXHIBIT "A"-1.

PLANS AND SPECIFICATIONS

CITY OF NEWBERG

1962

The work, including labor and materials for which bids are to be received and the work to be done under the contract, if awarded, consist of the following work on the City streets in the City of Newberg, County of Yamhill, State of Oregon:

WELLER PROBASCO (s)

Supt. of Public Works for the
City of Newberg, Oregon

WORK TO BE DONE

The work to be done under the contract consists of the following work on Vermillion Street, Holly Drive, Maple Drive, and Linda Way.

1. Construction of 0.23 miles of city street roadbed, involving approximately 340 cubic yards of roadbed excavation.

2. Construction of 0.23 miles of stone base, involving approximately 320 cubic yards of crushed materials.

3. Construction of 0.23 miles of asphaltic concrete pavement, involving approximately 165 tons of asphaltic concrete.

APPLICABLE STANDARD SPECIFICATIONS

The standard specifications which are applicable to the work outlined in these Special Provisions and the performance thereof under the contract to be awarded are those titled "Standard Specifications for Highway Construction" (issue of May 1, 1954) and "Supplemental Standard Specifications", except as they maybe modified, supplemented or superseded by the Special Provisions bound herewith. Such standard specifications by this reference shall be deemed incorporated herein and made a part hereof as though fully set forth.

Note: Class "B" Asphalt Concrete shall be used according to State Highway specifications, Section 2.18.11. Truck, pavers, and rollers shall be used according to State Highway specifications, Section 2.18.17.

EARTHWORK

Work to be Done:

Under these provisions, the contractor shall perform the excavation work and all other earthwork as directed by the engineer throughout the length of the project.

STONE BASE AND SURFACING

Work to be Done:

Under these provisions, the contractor shall construct a stone base on the main street roadbed and connections as called for by the engineer.

Kind of Material:

The material to be used in the construction of the base shall be crushed rock or crushed gravel, as the contractor may elect.

Sizes of Materials:

Crushed gravel or crushed rock used in the construction of the bottom course of the base shall be of the designated size of 1-1/2"-0.

The crushed rock or crushed gravel used in the construction of the other courses of the base shall be of the designated size of 3/4"-0.

SPRINKLING

Work to be Done:

Under these provisions, the contractor shall perform such sprinkling work in connection with the construction work as the engineer may direct.

BITUMINOUS BINDER COURSE

Work to be Done:

Under these provisions, the contractor shall construct a bituminous binder course on those portions of the stone base which are to be occupied by the asphaltic concrete pavement.

Bituminous Cement:

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

Aggregates:

The aggregates to be used in construction of the binder course shall be furnished by the contractor and shall be crushed rock or crushed gravel of the designated size 3/4"-0 and meeting the requirements of the engineer. They shall be spread by means of a suitable spreading box.

ASPHALTIC CONCRETE PAVEMENT

Work to be Done:

Under these provisions, the contractor shall construct asphaltic concrete pavement as designated by the engineer.

MISCELLANEOUS PROVISIONS

Contractor's Responsibility for Work:

The provisions set forth in Article 1.7.21 of the standard specifications, under the above heading, shall be deleted in their entirety and the following substituted in their place:

Until final acceptance of the work, the contractor shall have charge and care thereof and shall take every necessary precaution against injury or damage to any part thereof by the elements, by vandalism or from any other cause. The contractor shall revuild, repair, restore and make good all injuries or damages to any part of the work occasioned by any cause. The contractor shall bear all expense involved in taking precautions against damage and in making good all injuries or damages, as above provided; except that injuries or damages due to unforeseeable causes beyond the control of and without fault or negligence of the contractor, including but not restricted to acts of God, acts of the public enemy, and acts of governmental authorities, may, at the discretion of the engineer, be determined to not be the financial responsibility of the contractor.

FORM OF BID

ITEM AND QUANTITY

Item No.			Unit Price	Amount
1.	General Excavation Unclassified	340 cu yd	1.00	$340.00
2.	1½" - 0 Materian inBase	300 cu yd	3.40	1020.00
3.	3/4"-0 Material in Base	70 cu yd	3.40	238.00
4.	Sprinkling 10.0 M. Gal.		3.00	30.00
5.	3/4"-0 Material InBinder course	35.cu yd	6.00	210.00
6.	Preparation of Base .23 mile.		500.00	115.00
7.	R.C. 250 Asphalt	4.5 Tons	70.00	315.00
8.	Class B. Asphaltic Concrete	900 Tons	7.15	6435.00
				$8703.00

LOCATION OF WORK TO BE DONE

STREET	FROM	TO
Vermillion	East Property Line of College St.	West Property Line of Meridian Street.
Holly Drive	North Property Line of Maple Drive	North End of Holly Drive
Maple Drive	East Property Line of Holly Drive	West Property Line of Linda Way
Linda Way	South property line of Maple Drive Drive, Including Intersection	North Property Line of Laurel Drive.

Performance or Surety Bond will be furnish

Submitted by -

Rowell & Wickersham

By Glen L. Rowell

B

BOND TO ACCOMPANY CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That we, GLEN L. ROWELL and IVAN O. WICKERSHAM dba ROWELL & WICKERSHAM P. O. Box 472, 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, Oregon, in the sum of EIGHT THOUSAND SEVEN HUNDRED THREE ONLY --------- ---------- 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 said City of Newberg, which contract together with the plans, specifications and "form of bid", 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 We 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 them undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, or as extended as provided; and shall indemnify and save harmless the City of Newberg, its officers and 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, subcontractors and materialmen, and all persons who shall supply such laborers, mechanics or subcontractors 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 5th day of June, 1962.

ROWELL & WICKERSHAM (SEAL)

Glen L. Rowell (SEAL)
PRINCIPAL

GLENS FALLS INSURANCE COMPANY (SEAL)

Grace Oliniger (SEAL)
SURETY
Attorney in fact

COUNTERSIGNED:
GORDON CAREY INS. AGENCY
McMinnville, Oregon

By Merrill Hagan
Resident Agent