

RESOLUTION NO. 427

A RESOLUTION APPROVING THE BIDS; ACCEPTING THE LOW QUALIFIED BID; AWARDING THE CONTRACT TO THE LOW QUALIFIED BIDDER; AND AUTHORIZING STAFF TO APPROVE MONTHLY PAY ESTIMATES FOR PARKWAY AVENUE REALIGNMENT AND ELLIGSEN ROAD IMPROVEMENT PROJECT LOCAL IMPROVEMENT DISTRICT NO. 9, HEREINAFTER REFERRED TO AS LID #9.

WHEREAS, on August 6, 1984, commencing at 7:30 o'clock p.m. Pacific Daylight Savings Time, in the Wilsonville City Hall Council Chambers at 30000 S. W. Town Center Loop East, the City Council did approve Resolution No. 413 titled "A RESOLUTION DECLARING THE INTENTION TO PROCEED WITH THE CONSTRUCTION OF PARKWAY AVENUE REALIGNMENT AND ELLIGSEN ROAD IMPROVEMENT PROJECT, HEREINAFTER REFERRED TO AS LOCAL IMPROVEMENT DISTRICT NO. 9 (LID #9); AUTHORIZING STAFF TO APPROVE THE FINAL DETAILED PLANS AND SPECIFICATIONS AS PRESENTED BY DAVE EVANS AND ASSOCIATES; AUTHORIZING STAFF TO ADVERTISE TO RECEIVE SEALED BIDS; ACCEPTING DEDICATED RIGHT-OF-WAY AND UTILITY EASEMENTS REQUIRED TO CONSTRUCT LID #9; APPROVING THE PREPAYMENT TO PORTLAND GENERAL ELECTRIC FOR ELECTRICAL AND STREET LIGHT INSTALLATIONS; ESTABLISHING THE BOARD OF VIEWERS FOR LID #9; AUTHORIZING STAFF TO PROCEED FORWARD WITH PRELIMINARY ASSESSMENT AND ESTABLISH A PUBLIC HEARING DATE AND

TIME FOR SAID PRELIMINARY ASSESSMENT"; and

WHEREAS, in order to advertise to receive sealed bids, the City of Wilsonville required all right-of-way dedications and easements to be accepted by the City of Wilsonville of which all were received and approved at the regularly scheduled Council meeting held August 6, 1984, commencing at 7:30 o'clock p.m. Pacific Daylight Savings Time in the Wilsonville City Hall Council Chambers at 30000 S. W. Town Center Loop East; and

WHEREAS, advertisements were printed in the Daily Journal of Commerce and the Oregonian Publications as set forth in the requirements established in the Oregon Revised Statutes 279.025 "Requirements for Advertisement"; and

WHEREAS, sealed bids were received prior to 10:00 o'clock p.m. Pacific Daylight Savings Time on Monday, September 17, 1984 at the Wilsonville City Hall, 30000 S. W. Town Center Loop East, Wilsonville, Oregon 97070. Bids were then opened individually and separately and read aloud after 10:00 o'clock a.m. Pacific Daylight Savings Time and are listed in the attached Exhibit "A"; and

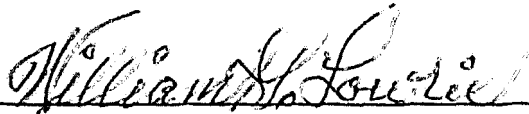
WHEREAS, Dave Evans and Associates, project engineers for LID #9, have reviewed all bids received for completeness, additions and omissions, etc., and therefore, acknowledges \_\_\_\_\_  
L. R. Moyer, Inc. as the lowest




and awarding the contract to the low qualified bidder to L. R. Moyer, Inc., for a total bid price of eight hundred forty thousand, six hundred seventy dollars and no cents (\$840,670.00) for LID #9 when funds have been deposited by Burns Bros., Inc., to the City of Wilsonville as stipulated in the Construction Fund Deposit Agreement. The agreement has been approved by the City Council, a copy of which is marked Exhibit "B" and incorporated by reference as if fully set forth herein.

3. All payments for monthly construction billings shall be approved by the Public Works Director prior to payment of billing. All change orders or field changes over five hundred dollars (\$500) shall be approved by the City Council prior to issuance of payment.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 17th day of September, 1984, and filed with the City Recorder this same date.

  
WILLIAM G. LOWRIE, Mayor

ATTEST:

  
DEANNA J. THOM, City Recorder

RESOLUTION NO. 427  
CB-R-82-84

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# EXHIBIT "A"



DAVID EVANS AND ASSOCIATES, Inc.  
2626 SW CORBETT AVENUE · PORTLAND, OREGON 97201 · 503/223-6663

September 17, 1984

File No. WIL001

Mr. Larry Blanchard  
Director of Public Works  
City of Wilsonville  
City Hall  
Wilsonville, Oregon 97070

Re: PARKWAY AVENUE REALIGNMENT AND ELLIGSEN ROAD  
IMPROVEMENT PROJECT (LID NO. 9)

Dear Larry:

We have reviewed and mathematically checked each of the bid proposals as received at this morning's bid opening. We find that the bid L.R. Moyer, Inc. is the lowest and best bid submitted and recommend award of contract to his firm.

Please find enclosed the following data for your review when considering this award.

1. One full copy each of the lowest three bids.
2. Twelve copies of a bid analysis showing the total bids of each proposal submitted.
3. One copy of the Contractor's Prequalification Application submitted by L.R. Moyer, Inc.
4. One copy of the Bid Bond submitted by L.R. Moyer, Inc.

Please call if you have any questions.

Very truly yours,

DAVID EVANS AND ASSOCIATES, INC.

Bruce L. Magnuson  
Associate

BLM:ree  
Encl.

RECEIVED

SEP 17 1984

CITY OF WILSONVILLE



Bid Analysis for  
PARKWAY AVENUE REALIGNMENT AND ELLIGSEN  
ROAD IMPROVEMENT PROJECT (LID NO. 9)

Bidder	Total Basic Bid	Total Alternate Bid
1. L.R. Moyer, Inc.	\$ 840,670.00	\$ No Bid
2. Emery & Sons Construction	973,401.50	No Bid
3. Salem Road & Driveway	991,258.25	No Bid
4. Bonstan Construction	991,454.00	1,065,794.00
5. Cascade Construction	1,038,472.00	No Bid
6. Bones Construction	1,084,546.50	1,183,426.50
7. Clearwater Construction	1,086,859.50	1,191,207.00
8. Oregon Asphaltic Paving	1,185,213.00	No Bid
Engineers Estimate	David Evans & Associates, Inc. 928,221.00	949,570.00

*L. R. Meyer, Inc.*

(1)

SCHEDULE OF PRICES  
(Basic Bid - Asphaltic Concrete Streets)

<u>Item</u>	<u>Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	Clearing and Grubbing	---	L.S.	LUMP SUM	\$ <u>2880<sup>00</sup></u>
2.	Street Excavation and Fill Construction				
a.	Earthwork, complete	---	L.S.	LUMP SUM	\$ <u>70000<sup>00</sup></u>
b.	Overexcavation	200	C.Y.	\$ <u>3<sup>00</sup></u>	\$ <u>600<sup>00</sup></u>
c.	Rock Excavation	50	C.Y.	\$ <u>0<sup>10</sup></u>	\$ <u>5<sup>00</sup></u>
d.	Remove & Reconstruct Gravel Driveway	---	L.S.	LUMP SUM	\$ <u>530<sup>00</sup></u>
3.	Base Rock				
a.	Base Rock (1 1/2" - 0")	21,950	TON	\$ <u>6<sup>30</sup></u> <i>138785</i>	\$ <u>138785<sup>00</sup></u>
b.	Leveling Rock (3/4" - 0")	2,860	TON	\$ <u>6<sup>30</sup></u> <i>18018</i>	\$ <u>18018<sup>00</sup></u>
4.	Curb and Sidewalk				
a.	Concrete Type C Curb	10,330	L.F.	\$ <u>2<sup>90</sup></u> <i>29957</i>	\$ <u>29957<sup>00</sup></u>
b.	4" Concrete sidewalk	2,530	S.Y.	\$ <u>10<sup>65</sup></u>	\$ <u>26944<sup>50</sup></u>
c.	6" Concrete driveway	140	S.Y.	\$ <u>12<sup>80</sup></u>	\$ <u>1792<sup>00</sup></u>
d.	Median Nose	4	EA.	\$ <u>375<sup>00</sup></u>	\$ <u>1500<sup>00</sup></u>
5.	Asphaltic Concrete Pavement				
a.	3" Class "C" (2 lifts)	4,260	TON	\$ <u>26<sup>25</sup></u>	\$ <u>111825<sup>00</sup></u>
b.	1 1/2" Class "C" Overlay	1,210	TON	\$ <u>27<sup>90</sup></u>	\$ <u>33759<sup>00</sup></u>
c.	Trench Excavation and Backfill				
a.	Storm Sewer pipe 12" to 21" diameter Class 1 0'-6' deep	1,890	L.F.	\$ <u>11<sup>90</sup></u>	\$ <u>22491<sup>00</sup></u>
	Class 1 6'-10' deep	556	L.F.	\$ <u>15<sup>00</sup></u>	\$ <u>8250<sup>00</sup></u>

<u>Item</u>	<u>Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
	Class I 10'-15' deep	405	L.F.	\$ <u>18<sup>90</sup></u>	\$ <u>7654<sup>50</sup></u> /
	Class III 0'-6' deep	70	L.F.	\$ <u>9<sup>10</sup></u>	\$ <u>637<sup>00</sup></u> /
	Class III 6'-10' deep	200	L.F.	\$ <u>8<sup>80</sup></u>	\$ <u>1760<sup>00</sup></u> /
	Class III 10'-15' deep	100	L.F.	\$ <u>8<sup>90</sup></u>	\$ <u>890<sup>00</sup></u> /
b.	Storm sewer 24" & 30" diameter Class I 0-6' deep	40	L.F.	\$ <u>16<sup>50</sup></u>	\$ <u>660<sup>00</sup></u> /
	Class I 6-10' deep	850	L.F.	\$ <u>19<sup>00</sup></u>	\$ <u>16830<sup>00</sup></u> /
	Class III 0-6' deep	150	L.F.	\$ <u>11<sup>40</sup></u>	\$ <u>1710<sup>00</sup></u> /
	Class III 6-10' deep	375	L.F.	\$ <u>11<sup>50</sup></u>	\$ <u>4312<sup>50</sup></u> /
c.	Sanitary sewer pipe 8" & 12" pipe				
	Class I 0-6' deep	540	L.F.	\$ <u>12<sup>70</sup></u>	\$ <u>6858<sup>00</sup></u> /
	Class I 6-10' deep	945	L.F.	\$ <u>15<sup>00</sup></u>	\$ <u>14931<sup>00</sup></u> /
	Class III 0-6' deep	270	L.F.	\$ <u>9<sup>10</sup></u>	\$ <u>2457<sup>00</sup></u> /
	Class III 6-10' deep	475	L.F.	\$ <u>9<sup>40</sup></u>	\$ <u>4465<sup>00</sup></u> /
	Class III 10-15' deep	285	L.F.	\$ <u>9<sup>30</sup></u>	\$ <u>2650<sup>00</sup></u> /
	Class III 15-20' deep	235	L.F.	\$ <u>10<sup>10</sup></u>	\$ <u>2373<sup>50</sup></u> /
	Class III 20-25' deep	260	L.F.	\$ <u>11<sup>00</sup></u>	\$ <u>2912<sup>00</sup></u> /
d.	Water pipe-all sizes				
	Class I 0-6' deep	3,730	L.F.	\$ <u>8<sup>10</sup></u>	\$ <u>30213<sup>00</sup></u> /
e.	Rock Excavation	50	C.Y.	\$ <u>0<sup>10</sup></u>	\$ <u>5<sup>00</sup></u> /
f.	Foundation Stabilization	25	C.Y.	\$ <u>17<sup>00</sup></u>	\$ <u>425<sup>00</sup></u> /
g.	Road Restoration	---	L.S.	LUMP SUM	\$ <u>500<sup>00</sup></u> /
7.	Drainage Ditch Construction				
a.	Ditch Excavation including pond	7,600	C.Y.	\$ <u>2<sup>00</sup></u>	\$ <u>15200<sup>00</sup></u> /



<u>Item Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
b. Rock Excavation	10	C.Y.	\$ <u>0<sup>10</sup></u>	\$ <u>1<sup>00</sup></u> /
c. Riprap	20	C.Y.	\$ <u>14<sup>00</sup></u>	\$ <u>280<sup>00</sup></u> /
8. Storm Sewer Pipework				
a. Concrete or Corrugated Metal Pipe				
12" diameter	1,080	L.F.	\$ <u>5<sup>00</sup></u>	\$ <u>5400<sup>00</sup></u> /
15" diameter	755	L.F.	\$ <u>6<sup>20</sup></u>	\$ <u>4681<sup>00</sup></u> /
18" diameter	1,290	L.F.	\$ <u>7<sup>40</sup></u>	\$ <u>9546<sup>00</sup></u> /
21" diameter	90	L.F.	\$ <u>10<sup>20</sup></u>	\$ <u>918<sup>00</sup></u> /
24" diameter	190	L.F.	\$ <u>11<sup>30</sup></u>	\$ <u>2147<sup>00</sup></u> /
30" diameter	1,225	L.F.	\$ <u>13<sup>50</sup></u>	\$ <u>16537<sup>50</sup></u> /
b. G-1 Inlet, complete	12	EA.	\$ <u>320<sup>00</sup></u>	\$ <u>3840<sup>00</sup></u> /
c. G-2 Inlet, complete	5	EA.	\$ <u>355<sup>00</sup></u>	\$ <u>1775<sup>00</sup></u> /
d. Curb Inlet, complete	5	EA.	\$ <u>450<sup>00</sup></u>	\$ <u>2250<sup>00</sup></u> /
e. Ditch Inlet, complete	1	EA.	\$ <u>375<sup>00</sup></u>	\$ <u>375<sup>00</sup></u> /
f. Field Inlet, complete	4	EA.	\$ <u>350<sup>00</sup></u>	\$ <u>1400<sup>00</sup></u> /
g. Standard Manholes, complete	11	EA.	\$ <u>860<sup>00</sup></u>	\$ <u>9460<sup>00</sup></u> /
h. Flat Top Manhole, complete	1	EA.	\$ <u>995<sup>00</sup></u>	\$ <u>995<sup>00</sup></u> /
i. Special Box Manhole	1	EA.	\$ <u>4680<sup>00</sup></u>	\$ <u>4680<sup>00</sup></u> /
j. Detention Pond Outlet/ orifice	---	L.S.	LUMP SUM	\$ <u>600<sup>00</sup></u> /
9. Sanitary Sewer Pipework				
a. 12" diameter CSP	1,160	L.F.	\$ <u>5<sup>60</sup></u>	\$ <u>6496<sup>00</sup></u> /
b. 10" diameter CSP	30	L.F.	\$ <u>3<sup>00</sup></u>	\$ <u>90<sup>00</sup></u> /
c. 8" diameter CSP	1,820	L.F.	\$ <u>2<sup>00</sup></u>	\$ <u>3640<sup>00</sup></u> /
d. Standard Manhole, complete	13	EA.	\$ <u>1070<sup>00</sup></u>	\$ <u>13910<sup>00</sup></u> /
e. Adjust existing Manholes	---	L.S.	LUMP SUM	\$ <u>570<sup>00</sup></u> /

<u>Item</u>	<u>Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
	f. 12" Stubout & Plug	1	EA.	\$ <u>90<sup>00</sup></u>	\$ <u>90<sup>00</sup></u> /
	g. Connections to existing	---	L.S.	LUMP SUM	\$ <u>1250<sup>00</sup></u> /
10.	Water Line - Pipework				
	a. Piping Installed				
	8" Ductile Iron	2,410	L.F.	\$ <u>7<sup>60</sup></u>	\$ <u>18316<sup>00</sup></u> /
	12" Ductile Iron	1,320	L.F.	\$ <u>12<sup>80</sup></u>	\$ <u>16896<sup>00</sup></u> /
	b. Valve Assemblies				
	14" x 8" tapping sleeve & valve	2	EA.	\$ <u>710<sup>00</sup></u>	\$ <u>1420<sup>00</sup></u> /
	8" Gate valve	13	EA.	\$ <u>215<sup>00</sup></u>	\$ <u>2795<sup>00</sup></u> /
	12" Butterfly valve	4	EA.	\$ <u>590<sup>00</sup></u>	\$ <u>2360<sup>00</sup></u> /
	14" Butterfly valve	4	EA.	\$ <u>930<sup>00</sup></u>	\$ <u>3720<sup>00</sup></u> /
	c. Adjust Existing Valve Boxes	---	L.S.	LUMP SUM	\$ <u>760<sup>00</sup></u>
	d. Air release valve assembly	2	EA.	\$ <u>445<sup>00</sup></u>	\$ <u>890<sup>00</sup></u>
	e. Fire hydrant assemblies	5	EA.	\$ <u>1335<sup>00</sup></u>	\$ <u>6675<sup>00</sup></u> /
	f. Connections to existing	---	L.S.	LUMP SUM	\$ <u>3400<sup>00</sup></u> /
	g. Monument Boxes, complete	5	EA.	\$ <u>145<sup>00</sup></u>	\$ <u>725<sup>00</sup></u> /
	h. Irrigation Connections including corp. stop & PVC Pipe	8	EA.	\$ <u>175<sup>00</sup></u>	\$ <u>1400<sup>00</sup></u> /
11.	Barricades	1	EA.	\$ <u>335<sup>00</sup></u>	\$ <u>335<sup>00</sup></u> /
12.	Electrical				
	a. Trench excavation & backfill, Class I	1,985	L.F.	\$ <u>4<sup>30</sup></u>	\$ <u>8535<sup>00</sup></u> /
	Class III	4,430	L.F.	\$ <u>2<sup>00</sup></u>	\$ <u>8860<sup>00</sup></u>

<u>Item Description</u>	<u>Quar.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
d. Rock excavation	10	C.Y.	\$ <u>0<sup>10</sup></u>	\$ <u>1<sup>00</sup></u> /
c. Conduit, 2"	8,680	L.F.	\$ <u>04<sup>0</sup></u>	\$ <u>3472<sup>00</sup></u> /
Conduit, 4"	26,250	L.F.	\$ <u>125</u>	\$ <u>32812<sup>50</sup></u> /
Conduit, 6"	6,740	L.F.	\$ <u>225</u>	\$ <u>15165<sup>00</sup></u> /
d. Switch vaults, 5106 LA	6	EA.	\$ <u>2600<sup>00</sup></u>	\$ <u>15600<sup>00</sup></u> /
506 LA	9	EA.	\$ <u>780<sup>00</sup></u>	\$ <u>7020<sup>00</sup></u> /
5106 TA	6	EA.	\$ <u>2000<sup>00</sup></u>	\$ <u>12000<sup>00</sup></u> /
e. Junction boxes	23	EA.	\$ <u>100<sup>00</sup></u>	\$ <u>2300<sup>00</sup></u> /
TOTAL BASIC BID				\$ <u>840,670<sup>00</sup></u> /

SCHEDULE OF PRICES  
(Basic Bid - Asphaltic Concrete Streets)

Item	Description	Quan.	Unit	Unit Price	Total Price
1.	Clearing and Grubbing	---	L.S.	LUMP SUM	\$ <u>36,500.00</u>
2.	Street Excavation and Fill Construction				
a.	Earthwork, complete	---	L.S.	LUMP SUM	\$ <u>72,000.00</u>
b.	Overexcavation	200	C.Y.	\$ <u>9.00</u>	\$ <u>1800.00</u>
c.	Rock Excavation	50	C.Y.	\$ <u>10.00</u> <del>60.00</del>	\$ <u>500.00</u> <del>3,000.00</del>
d.	Remove & Reconstruct Gravel Driveway	---	L.S.	LUMP SUM	\$ <u>900.00</u>
3.	Base Rock				
a.	Base Rock (1 1/2" - 0")	21,950	TON	\$ <u>6.60</u>	\$ <u>144,870.00</u>
b.	Leveling Rock (3/4" - 0")	2,860	TON	\$ <u>6.60</u>	\$ <u>18,876.00</u>
4.	Curb and Sidewalk				
a.	Concrete Type C Curb	10,330	L.F.	\$ <u>3.05</u>	\$ <u>31,506.50</u>
b.	4" Concrete sidewalk	2,530	S.Y.	\$ <u>11.20</u>	\$ <u>28,336.00</u>
c.	6" Concrete driveway	140	S.Y.	\$ <u>13.45</u>	\$ <u>1,883.00</u>
d.	Median Nose	4	EA.	\$ <u>395.00</u>	\$ <u>1,580.00</u>
5.	Asphaltic Concrete Pavement				
a.	3" Class "C" (2 lifts)	4,260	TON	\$ <u>27.60</u>	\$ <u>117,576.00</u>
b.	1 1/2" Class "C" Overlay	1,210	TON	\$ <u>29.30</u>	\$ <u>35,453.00</u>
e.	Trench Excavation and Backfill				
a.	Storm Sewer pipe 12" to 21" diameter Class I 0'-6' deep	1,890	L.F.	\$ <u>8.65</u>	\$ <u>16,348.50</u>
	Class I 6'-10' deep	550	L.F.	\$ <u>14.25</u>	\$ <u>7,837.50</u>

<u>Item Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Class I 10'-15' deep	405	L.F.	\$ <u>26.75</u>	\$ <u>10,833.75</u>
Class III 0'-6' deep	70	L.F.	\$ <u>3.30</u>	\$ <u>231.00</u>
Class III 6'-10' deep	200	L.F.	\$ <u>3.80</u>	\$ <u>760.00</u>
Class III 10'-15' deep	100	L.F.	\$ <u>5.70</u>	\$ <u>570.00</u>
b. Storm sewer 24" & 30" diameter Class I 0-6' deep	40	L.F.	\$ <u>11.60</u>	\$ <u>464.00</u>
Class I 6-10' deep	850	L.F.	\$ <u>17.40</u>	\$ <u>14,790.00</u>
Class III 0-6' deep	150	L.F.	\$ <u>4.25</u>	\$ <u>637.50</u>
Class III 6-10' deep	375	L.F.	\$ <u>5.70</u>	\$ <u>2,137.50</u>
c. Sanitary sewer pipe 8" & 12" pipe				
Class I 0-6' deep	540	L.F.	\$ <u>10.00</u>	\$ <u>5,400.00</u>
Class I 6-10' deep	945	L.F.	\$ <u>14.50</u>	\$ <u>13,702.50</u>
Class III 0-6' deep	270	L.F.	\$ <u>4.50</u>	\$ <u>1,215.00</u>
Class III 6-10' deep	475	L.F.	\$ <u>5.50</u>	\$ <u>2,612.50</u>
Class III 10-15' deep	285	L.F.	\$ <u>6.75</u>	\$ <u>1,923.75</u>
Class III 15-20' deep	235	L.F.	\$ <u>10.00</u>	\$ <u>2,350.00</u>
Class III 20-25' deep	260	L.F.	\$ <u>14.00</u>	\$ <u>3,640.00</u>
d. Water pipe-all sizes				
Class I 0-6' deep	3,730	L.F.	\$ <u>6.30</u>	\$ <u>23,499.00</u>
e. Rock Excavation	50	C.Y.	\$ <u>60.00</u>	\$ <u>3,000.00</u>
f. Foundation Stabilization	25	C.Y.	\$ <u>10.00</u>	\$ <u>250.00</u>
g. Road Restoration	---	L.S.	LUMP SUM	\$ <u>750.00</u>
7. Drainage Ditch Construction				
a. Ditch Excavation including pond	7,600	C.Y.	\$ <u>2.20</u>	\$ <u>16,720.00</u>

<u>Item</u>	<u>Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
b.	Rock Excavation	10	C.Y.	\$ <u>5.00</u>	\$ <u>50.00</u> /
c.	Riprap	20	C.Y.	\$ <u>20.00</u>	\$ <u>400.00</u> /
8.	Storm Sewer Pipework				
a.	Concrete or Corrugated Metal Pipe				
	12" diameter	1,080	L.F.	\$ <u>9.10</u>	\$ <u>9828.00</u> /
	15" diameter	755	L.F.	\$ <u>10.30</u>	\$ <u>7776.50</u> /
	18" diameter	1,290	L.F.	\$ <u>12.30</u>	\$ <u>15867.00</u> /
	21" diameter	90	L.F.	\$ <u>14.90</u>	\$ <u>1341.00</u> /
	24" diameter	190	L.F.	\$ <u>18.30</u>	\$ <u>3477.00</u> /
	30" diameter	1,225	L.F.	\$ <u>21.70</u>	\$ <u>25725.00</u> /
b.	G-1 Inlet, complete	12	EA.	\$ <u>335.00</u>	\$ <u>4020.00</u> /
c.	G-2 Inlet, complete	5	EA.	\$ <u>375.00</u>	\$ <u>1875.00</u> /
d.	Curb Inlet, complete	5	EA.	\$ <u>550.00</u>	\$ <u>2750.00</u> /
e.	Ditch Inlet, complete	1	EA.	\$ <u>395.00</u>	\$ <u>395.00</u> /
f.	Field Inlet, complete	4	EA.	\$ <u>370.00</u>	\$ <u>1480.00</u> /
g.	Standard Manholes, complete	11	EA.	\$ <u>1150.00</u>	\$ <u>12650.00</u> /
h.	Flat Top Manhole, complete	1	EA.	\$ <u>1000.00</u>	\$ <u>1000.00</u> /
i.	Special Box Manhole	1	EA.	\$ <u>5400.00</u>	\$ <u>5400.00</u> /
j.	Detention Pond Outlet/orifice	---	L.S.	LUMP SUM	\$ <u>500.00</u> /
9.	Sanitary Sewer Pipework				
a.	12" diameter CSP	1,160	L.F.	\$ <u>10.15</u>	\$ <u>11774.00</u>
b.	10" diameter CSP	30	L.F.	\$ <u>8.90</u>	\$ <u>267.00</u> /
c.	8" diameter CSP	1,820	L.F.	\$ <u>7.90</u>	\$ <u>14378.00</u> /
d.	Standard Manhole, complete	13	EA.	\$ <u>1200.00</u>	\$ <u>15600.00</u>
e.	Adjust existing Manholes	---	L.S.	LUMP SUM	\$ <u>350.00</u> /

<u>Item</u>	<u>Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
	f. 12" Stubout & Plug	1	EA.	\$ <u>100.00</u>	\$ <u>100.00</u>
	g. Connections to existing	---	L.S.	LUMP SUM	\$ <u>800.00</u>
10.	Water Line - Pipework				
	a. Piping Installed				
	8" Ductile Iron	2,410	L.F.	\$ <u>10.05</u>	\$ <u>24220.50</u>
	12" Ductile Iron	1,320	L.F.	\$ <u>15.90</u>	\$ <u>20988.00</u>
	b. Valve Assemblies				
	14" x 8" tapping sleeve & valve	2	EA.	\$ <u>1210.00</u>	\$ <u>2420.00</u>
	8" Gate valve	13	EA.	\$ <u>430.00</u>	\$ <u>5590.00</u>
	12" Butterfly valve	4	EA.	\$ <u>665.00</u>	\$ <u>2660.00</u>
	14" Butterfly valve	4	EA.	\$ <u>960.00</u>	\$ <u>3840.00</u>
	c. Adjust Existing Valve Boxes	---	L.S.	LUMP SUM	\$ <u>250.00</u>
	d. Air release valve assembly	2	EA.	\$ <u>430.00</u>	\$ <u>860.00</u>
	e. Fire hydrant assemblies	5	EA.	\$ <u>1210.00</u>	\$ <u>6050.00</u>
	f. Connections to existing	---	L.S.	LUMP SUM	\$ <u>1520.00</u>
	g. Monument Boxes, complete	5	EA.	\$ <u>75.00</u>	\$ <u>375.00</u>
	h. Irrigation Connections including corp. stop & PVC Pipe	8	EA.	\$ <u>300.00</u>	\$ <u>2400.00</u>
11.	Barricades	1	EA.	\$ <u>300.00</u>	\$ <u>300.00</u>
12.	Electrical				
	a. Trench excavation & backfill, Class I	1,985	L.F.	\$ <u>8.00</u>	\$ <u>15,880.00</u>
	Class III	4,430	L.F.	\$ <u>1.70</u>	\$ <u>7531.00</u>

<u>Item</u>	<u>Description</u>	<u>Qua:</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
b.	Rock excavation	10	C.Y.	\$ <u>10.00</u>	\$ <u>100.00</u>
c.	Conduit, 2"	8,680	L.F.	\$ <u>1.00</u>	\$ <u>8680.00</u>
	Conduit, 4"	26,250	L.F.	\$ <u>1.95</u>	\$ <u>51,187.50</u>
	Conduit, 6"	6,740	L.F.	\$ <u>2.95</u>	\$ <u>19,883.00</u>
d.	Switch vaults, 5106 LA	6	EA.	\$ <u>2650.00</u>	\$ <u>15,900.00</u>
	506 LA	9	EA.	\$ <u>890.00</u>	\$ <u>8010.00</u>
	5106 TA	6	EA.	\$ <u>2200.00</u>	\$ <u>13,200.00</u>
e.	Junction boxes	23	EA.	\$ <u>100.00</u>	\$ <u>2300.00</u>
TOTAL BASIC BID					\$ <u>973,401.50</u>



James Const. Co.  
 James Const & Driveway Co.

(3)

SCHEDULE OF PRICES  
 (Basic Bid - Asphaltic Concrete Streets)

Item	Description	Quan.	Unit	Unit Price	Total Price
1.	Clearing and Grubbing	---	L.S.	LUMP SUM	\$ <u>15,000<sup>00</sup></u>
2.	Street Excavation and Fill Construction				
a.	Earthwork, complete	---	L.S.	LUMP SUM	\$ <u>96,500<sup>00</sup></u>
b.	Overexcavation	200	C.Y.	\$ <u>9<sup>00</sup></u>	\$ <u>1,800<sup>00</sup></u>
c.	Rock Excavation	50	C.Y.	\$ <u>120<sup>00</sup></u>	\$ <u>6,000<sup>00</sup></u>
d.	Remove & Reconstruct Gravel Driveway	---	L.S.	LUMP SUM	\$ <u>900<sup>00</sup></u>
3.	Base Rock				
a.	Base Rock (1 1/2" - 0")	21,950	TON	\$ <u>6<sup>51</sup></u>	\$ <u>142,594<sup>50</sup></u>
b.	Leveling Rock (3/4" - 0")	2,860	TON	\$ <u>6<sup>51</sup></u>	\$ <u>18,618<sup>00</sup></u>
4.	Curb and Sidewalk				
a.	Concrete Type C Curb	10,330	L.F.	\$ <u>2<sup>70</sup></u>	\$ <u>27,891<sup>00</sup></u>
b.	4" Concrete sidewalk	2,530	S.Y.	\$ <u>9<sup>00</sup></u>	\$ <u>22,770<sup>00</sup></u>
c.	6" Concrete driveway	140	S.Y.	\$ <u>12<sup>00</sup></u>	\$ <u>1,680<sup>00</sup></u>
d.	Median Nose	4	EA.	\$ <u>550</u>	\$ <u>2,200<sup>00</sup></u>
5.	Asphaltic Concrete Pavement				
a.	3" Class "C" (2 lifts)	4,260	TON	\$ <u>32<sup>02</sup></u>	\$ <u>136,618<sup>20</sup></u>
b.	1 1/2" Class "C" Overlay	1,210	TON	\$ <u>32<sup>02</sup></u>	\$ <u>38,804<sup>20</sup></u>
6.	Trench Excavation and Backfill				
a.	Storm Sewer pipe 12" to 21" diameter Class 1 0'-6' deep	1,890	L.F.	\$ <u>12<sup>50</sup></u>	\$ <u>23,625<sup>00</sup></u>
	Class 1 6'-10' deep	556	L.F.	\$ <u>15<sup>00</sup></u>	\$ <u>8,250<sup>00</sup></u>

<u>Item Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
Class I 10'-15' deep	405	L.F.	\$ <u>23<sup>00</sup></u>	\$ <u>9,315<sup>00</sup></u> /
Class III 0'-6' deep	70	L.F.	\$ <u>6<sup>00</sup></u>	\$ <u>420<sup>00</sup></u> /
Class III 6'-10' deep	200	L.F.	\$ <u>10<sup>00</sup></u>	\$ <u>2,000<sup>00</sup></u> /
Class III 10'-15' deep	100	L.F.	\$ <u>16<sup>00</sup></u>	\$ <u>1,600<sup>00</sup></u> /
b. Storm sewer 24" & 30" diameter Class I 0-6' deep	40	L.F.	\$ <u>14<sup>00</sup></u>	\$ <u>560<sup>00</sup></u>
Class I 6-10' deep	850	L.F.	\$ <u>20<sup>00</sup></u>	\$ <u>17,000<sup>00</sup></u> /
Class III 0-6' deep	150	L.F.	\$ <u>9<sup>00</sup></u>	\$ <u>1,350<sup>00</sup></u> /
Class III 6-10' deep	375	L.F.	\$ <u>14<sup>00</sup></u>	\$ <u>5,250<sup>00</sup></u> /
c. Sanitary sewer pipe 8" & 12" pipe				
Class I 0-6' deep	540	L.F.	\$ <u>10<sup>00</sup></u>	\$ <u>5,400<sup>00</sup></u> /
Class I 6-10' deep	945	L.F.	\$ <u>16<sup>00</sup></u>	\$ <u>15,120<sup>00</sup></u> /
Class III 0-6' deep	270	L.F.	\$ <u>5<sup>50</sup></u>	\$ <u>1,485<sup>00</sup></u> /
Class III 6-10' deep	475	L.F.	\$ <u>9<sup>00</sup></u>	\$ <u>4,275<sup>00</sup></u> /
Class III 10-15' deep	285	L.F.	\$ <u>15<sup>00</sup></u>	\$ <u>4,275<sup>00</sup></u> /
Class III 15-20' deep	235	L.F.	\$ <u>21<sup>00</sup></u>	\$ <u>4,935<sup>00</sup></u> /
Class III 20-25' deep	260	L.F.	\$ <u>28<sup>00</sup></u>	\$ <u>7,280<sup>00</sup></u> /
d. Water pipe-all sizes				
Class I 0-6' deep	3,730	L.F.	\$ <u>4<sup>50</sup></u>	\$ <u>17,904<sup>00</sup></u> /
e. Rock Excavation	50	C.Y.	\$ <u>60<sup>00</sup></u>	\$ <u>3,000<sup>00</sup></u> /
f. Foundation Stabilization	25	C.Y.	\$ <u>10<sup>00</sup></u>	\$ <u>250<sup>00</sup></u> /
g. Road Restoration	---	L.S.	LUMP SUM	\$ <u>200<sup>00</sup></u> /
7. Drainage Ditch Construction				
a. Ditch Excavation including pond	7,600	C.Y.	\$ <u>2<sup>23</sup></u>	\$ <u>16,948<sup>00</sup></u> /

14.50

<u>Item</u>	<u>Description</u>	<u>Quan.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
b.	Rock Excavation	10	C.Y.	\$ <u>120<sup>00</sup></u>	\$ <u>1200<sup>00</sup></u> /
c.	Riprap	20	C.Y.	\$ <u>20<sup>00</sup></u>	\$ <u>400.00</u> /
8.	Storm Sewer Pipework				
a.	Concrete or Corrugated Metal Pipe				
	12" diameter	1,080	L.F.	\$ <u>7<sup>00</sup></u>	\$ <u>7560<sup>00</sup></u> /
	15" diameter	755	L.F.	\$ <u>10<sup>50</sup></u>	\$ <u>7927<sup>50</sup></u> /
	18" diameter	1,290	L.F.	\$ <u>11<sup>50</sup></u>	\$ <u>14835<sup>00</sup></u> /
	21" diameter	90	L.F.	\$ <u>17<sup>00</sup></u>	\$ <u>1530<sup>00</sup></u> /
	24" diameter	190	L.F.	\$ <u>19<sup>50</sup></u>	\$ <u>3705<sup>00</sup></u> /
	30" diameter	1,225	L.F.	\$ <u>26<sup>50</sup></u>	\$ <u>32,462<sup>50</sup></u> /
b.	G-1 Inlet, complete	12	EA.	\$ <u>320<sup>00</sup></u>	\$ <u>3840<sup>00</sup></u> /
c.	G-2 Inlet, complete	5	EA.	\$ <u>355<sup>00</sup></u>	\$ <u>1,775<sup>00</sup></u> /
d.	Curb Inlet, complete	5	EA.	\$ <u>520<sup>00</sup></u>	\$ <u>2,600<sup>00</sup></u> /
e.	Ditch Inlet, complete	1	EA.	\$ <u>375<sup>00</sup></u>	\$ <u>375<sup>00</sup></u> /
f.	Field Inlet, complete	4	EA.	\$ <u>350<sup>00</sup></u>	\$ <u>1400<sup>00</sup></u> /
g.	Standard Manholes, complete	11	EA.	\$ <u>1600<sup>00</sup></u>	\$ <u>17,600<sup>00</sup></u> /
h.	Flat Top Manhole, complete	1	EA.	\$ <u>1200<sup>00</sup></u>	\$ <u>1,200<sup>00</sup></u> /
i.	Special Box Manhole	1	EA.	\$ <u>5265<sup>00</sup></u>	\$ <u>5,265<sup>00</sup></u> /
j.	Detention Pond Outlet/orifice	---	L.S.	LUMP SUM	\$ <u>1000<sup>00</sup></u> /

9. Sanitary Sewer Pipework

a.	12" diameter CSP	1,160	L.F.	\$ <u>8<sup>00</sup></u>	\$ <u>9,280<sup>00</sup></u> /
b.	10" diameter CSP	30	L.F.	\$ <u>7<sup>00</sup></u>	\$ <u>210<sup>00</sup></u> /
c.	8" diameter CSP	1,820	L.F.	\$ <u>6<sup>00</sup></u>	\$ <u>10,920<sup>00</sup></u> /
d.	Standard Manhole, complete	13	EA.	\$ <u>2000<sup>00</sup></u>	\$ <u>26,000<sup>00</sup></u> /
e.	Adjust existing Manholes	---	L.S.	LUMP SUM	\$ <u>200<sup>00</sup></u> /

15:15

Item	Description	Quan.	Unit	Unit Price	Total Price
f.	12" Stubout & Plug	1	EA.	\$ <u>70<sup>00</sup></u>	\$ <u>70<sup>00</sup></u> /
g.	Connections to existing	---	L.S.	LUMP SUM	\$ <u>100<sup>00</sup></u> /
10.	Water Line - Pipework				
a.	Piping Installed				
	8" Ductile Iron	2,410	L.F.	\$ <u>10<sup>80</sup></u>	\$ <u>26,028<sup>00</sup></u> /
	12" Ductile Iron	1,320	L.F.	\$ <u>15<sup>50</sup></u>	\$ <u>20,460<sup>00</sup></u> /
b.	Valve Assemblies				
	14" x 8" tapping sleeve & valve	2	EA.	\$ <u>2000<sup>00</sup></u>	\$ <u>4,000<sup>00</sup></u> /
	8" Gate valve	13	EA.	\$ <u>320<sup>00</sup></u>	\$ <u>4,160<sup>00</sup></u> /
	12" Butterfly valve	4	EA.	\$ <u>590<sup>00</sup></u>	\$ <u>2,360<sup>00</sup></u> /
	14" Butterfly valve	4	EA.	\$ <u>1150<sup>00</sup></u>	\$ <u>4,600<sup>00</sup></u> /
c.	Adjust Existing Valve Boxes	---	L.S.	LUMP SUM	\$ <u>800<sup>00</sup></u> /
d.	Air release valve assembly	2	EA.	\$ <u>425<sup>00</sup></u>	\$ <u>850<sup>00</sup></u> /
e.	Fire hydrant assemblies	5	EA.	\$ <u>1000<sup>00</sup></u>	\$ <u>5000<sup>00</sup></u> /
f.	Connections to existing	---	L.S.	LUMP SUM	\$ <u>2000<sup>00</sup></u> /
g.	Monument Boxes, complete	5	EA.	\$ <u>600<sup>00</sup></u>	\$ <u>3000<sup>00</sup></u> /
h.	Irrigation Connections including corp. stop & PVC Pipe	8	EA.	\$ <u>300<sup>00</sup></u>	\$ <u>2,400<sup>00</sup></u> /
11.	Barricades	1	EA.	\$ <u>400<sup>00</sup></u>	\$ <u>400<sup>00</sup></u> /
12.	Electrical				
a.	Trench excavation & backfill, Class I	1,985	L.F.	\$ <u>3<sup>25</sup></u>	\$ <u>6,451<sup>25</sup></u> /
	Class III	4,430	L.F.	\$ <u>1<sup>00</sup></u>	\$ <u>4,430<sup>00</sup></u> /

<u>Item Description</u>	<u>Quant.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
b. Rock excavation	10	C.Y.	\$ <u>60<sup>00</sup></u>	\$ <u>600<sup>00</sup></u>
c. Conduit, 2"	8,680	L.F.	\$ <u>1<sup>10</sup></u>	\$ <u>9,548<sup>00</sup></u>
Conduit, 4"	26,250	L.F.	\$ <u>1<sup>60</sup></u>	\$ <u>42,000<sup>00</sup></u>
Conduit, 6"	6,740	L.F.	\$ <u>2<sup>05</sup></u>	\$ <u>13,817<sup>00</sup></u>
d. Switch vaults,				
5106 LA	6	EA.	\$ <u>1200<sup>00</sup></u>	\$ <u>7,200<sup>00</sup></u>
506 LA	9	EA.	\$ <u>1000<sup>00</sup></u>	\$ <u>9,000<sup>00</sup></u>
5106 TA	6	EA.	\$ <u>1200<sup>00</sup></u>	\$ <u>7,200<sup>00</sup></u>
e. Junction boxes	23	EA.	\$ <u>60<sup>00</sup></u>	\$ <u>1,380<sup>00</sup></u>
TOTAL BASIC BID				\$ <u>991,258<sup>27</sup></u>



BID BOND

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

Approved by The American Institute of Architects,  
A.I.A. Document No. A-310 (Feb. 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, That we, \_\_\_\_\_

L. R. MOYER, INC.

\_\_\_\_\_ as Principal, hereinafter called the Principal,  
and the SAFECO INSURANCE COMPANY OF AMERICA, of Seattle, Washington, a corporation duly organized under  
the laws of the State of Washington, as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_

CITY OF WILSONVILLE as Obligee, hereinafter called the Obligee,  
in the sum of Ten Percent (10%) of Total Amount of Bid Dollars

(S - - -), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind  
ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Construction of Parkway Avenue  
Realignment & Ellingsen Road Improvement Project

LID No. 9, Wilsonville, Oregon

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with  
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or  
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt  
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter  
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the  
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith  
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise  
to remain in full force and effect.

Signed and sealed this 17th day of September, 19 84.

M. J. Henry  
Witness

M. J. Nelson  
Witness

L. R. MOYER, INC. (Seal)  
Principal  
John M. Moyer - Pres  
Title  
SAFECO INSURANCE COMPANY OF AMERICA  
By Steve James  
Attorney-in-Fact



POWER OF ATTORNEY

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

No. 659

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

-----ROBERT M. CARLTON; WILLIAM C. NELSON; HELEN R. NEWMAN; STEVE JAMES; BUFF NELSON; JAMES B. BINDER; WILLIAM H. SCHLENKER; EDWIN R. YOUNG, Seattle, Washington-----

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 3rd day of October, 19 83.

CERTIFICATE

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

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

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

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

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

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

this 17th day of September, 19 84

AGREEMENT

THIS AGREEMENT is entered into by the City of Wilsonville ("the City") and Burns-Western, a general partnership ("Burns-Western").

WHEREAS, on July 5, 1983, the Wilsonville City Council declared by resolution its intention to authorize construction and improvements of and to streets, water systems, sewers, drainage facilities, sidewalks, street lights, traffic signs and control devices, landscaping, and other utility installations for Local Improvement District Number 9 ("LID #9") in the Parkway Avenue and Elligsen Road areas of the City of Wilsonville;

WHEREAS, the total cost of LID #9 has been pre-assessed at \$1,240,906.12;

WHEREAS, on September 4, 1984, the Wilsonville City Council approved the final preassessment roll for LID #9 after equalization of preassessments for each piece or parcel of land benefited by the construction of LID #9;

WHEREAS, properties owned or leased by Burns-Western and Burns Bros., Inc., a partner in Burns-Western, will be benefited by LID #9 and were preassessed costs in the total amount of \$1,089,851.12 for LID #9;

WHEREAS, the City plans to sell bonds during October 1984 to finance construction of LID #9 improvements;



WHEREAS, the City's bond counsel has advised that bond sale proceeds will not be available until approximately November 1984;

WHEREAS, it appears that construction on LID #9 will be delayed until a period of adverse weather and poor working conditions unless temporary funding can be obtained;

WHEREAS, Burns-Western has expressed its concern to the City about commencing construction during a period of poor weather conditions and about the effect this delay will have on the development of the Moyer Theater and the Smith's Home Furnishing site;

WHEREAS, it is in the interest of Burns-Western that construction begin as soon as possible, and Burns-Western has agreed to provide funding for all construction and preliminary work until such time as bond sale proceeds are available for disbursement;

WHEREAS, the City desires that construction on LID #9 commence before poor weather creates delays and problems, and agrees to reimburse Burns-Western when funds are received from the bond sale and are available for disbursement;

WHEREAS, on September 4, 1984, the Wilsonville City Council authorized the Wilsonville City Attorney to work with the attorney for Burns-Western and to prepare an agreement for transfer of funds from Burns-Western to the City in order to begin construction on LID #9;

NOW, THEREFORE, the City and Burns-Western, and each of them, do hereby agree and promise as follows:

1. The City shall receive construction bids for LID #9 and shall accept the lowest qualifying bid on September 17, 1984. The contract as awarded shall call for construction in two separate schedules, Schedule A and Schedule B, and shall require the contractor to commence Schedule A work within 10 days of the award and to complete Schedule A work before commencing Schedule B work, unless work on Schedule B would not substantially interfere with or delay work on Schedule A. Schedule A shall call for construction of street and utility improvements at the south and north ends of the project to establish access for the development of the Moyer Theater and Smith's Home Furnishing projects. Schedule B shall include all other work for LID #9.

2. This Agreement shall be signed by both parties on September 17, 1984 at the Wilsonville City Council meeting, after approval by the City Council, or as soon thereafter as possible.

3. Within thirty days from the City's acceptance of the lowest qualifying construction bid for LID #9, Burns-Western shall deposit with the City the amount specified for Schedule A work in the bid accepted by the City, which amount is \$ 287,000.00 . If the City is required to pay any amount in excess of this amount for Schedule A construction, and if the City is required to pay such excess amount

before the bond sale proceeds become available for disbursement, Burns-Western agrees to deposit the excess amount with the City upon the City's demand. This excess amount shall also be subject to the terms of this Agreement.

4. The City shall make an award of the contract as soon as reasonably possible after receiving the above-described deposit from Burns-Western, but in no event later than thirty days after the City's acceptance of the lowest qualifying bid.

5. The City shall have full and total control over all funds deposited with the City, and Burns-Western shall have no authority to make any decisions regarding the dispersal, control or use of the funds; provided, however, that the City agrees to apply the amount of the deposit to payment for Schedule A work.

6. The City shall reimburse Burns-Western for all funds it has deposited with the City as soon as reasonably possible after the City receives funds from the bond sale. When the City reimburses Burns-Western it shall, in addition, pay to Burns-Western all interest the City has actually received on the funds during the time the funds were on deposit with the City.

7. The City will use its best efforts to sell bonds to finance construction of LID #9 in accordance with the presently proposed schedule. However, the City shall

have no liability to Burns-Western for damages caused by any bond sale failure or for any bond sale delay. In the event of a bond sale failure, the City shall have no obligation to refund to Burns-Western all or any part of the amount of the deposit, except that the City shall refund the difference between the amount of the deposit plus interest earned thereon and the amount the City has paid or is obligated to pay for Schedule A work performed before the bond sale failure.

"Bond sale failure" means a partial or total failure to sell bonds to finance LID #9 caused by poor sales market, lack of interest in bond sales or any cause other than failure of the City to use best efforts to sell the bonds. "Bond sale delay" means any delay in the bond sale date beyond the expected date caused by any reason other than failure of the City to use best efforts to sell the bonds in accordance with the presently proposed schedule. If a bond sale failure shall occur, nothing in this paragraph shall prevent the City from exercising its right, if any, to recover from benefited parties, including but not limited to Burns-Western, reasonable administrative costs which it has incurred up to the time of the bond sale failure.

8. In case suit or action is instituted to enforce this Agreement or any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorneys' fees to be allowed the prevailing party in said suit or action, and if appeal

is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorneys' fees on such appeal.

9. Nothing in this Agreement shall be construed to require the City to take any action which is contrary to the law or to the statutory provisions for public contracts or bonds. Burns-Western represents that Burns-Western's attorney has reviewed this Agreement and agrees that the City makes no representation or warranty as to the legality or binding effect of this Agreement.

10. This Agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto, but their respective successors in interest and assigns as well.

CITY OF WILSONVILLE

By William G. Lowrie  
William G. Lowrie, Mayor

BURNS-WESTERN, a general  
partnership

By [Signature], a general  
partner in Burns-Western

By [Signature]

STATE OF OREGON                    )  
  ) ss.  
County of Clackamas                )

On this 17<sup>th</sup> day of September, 1984, before me personally appeared William G. Lowrie, who being first duly sworn, stated that he is the Mayor of the City of Wilsonville, and acknowledged that this instrument was voluntarily signed in behalf of the City by authority of its City Council given on this date.

William G. Lowrie  
Notary Public for Oregon  
My commission expires: 12/23/1985

STATE OF OREGON                    )  
  ) ss.  
County of Clackamas                )

On this 17<sup>th</sup> day of September, 1984, before me personally appeared DAVID GILBERT, who being first duly sworn, stated that he is the PRESIDENT of BURNS BROS. LLC, a general partner in Burns-Western, a general partnership, and acknowledged that this instrument was voluntarily signed in behalf of Burns-Western by authority of its Board of Directors.

David Gilbert  
Notary Public for Oregon  
My commission expires: 8/23/85