

Nearney Creek-Neahkahnie Mountain,
Grading and Structures

| Item No. | Item | Unit Price | Amount |
|----------|---|------------|-------------|
| 1. | Clearing and Grubbing All Specified For Two Thousand Dollars - Lump Sum | | \$ 2,000.00 |
| 2. | Structural Excavation 780 cu. yds. For One Dollar and Fifty Cents per cu. yd. | \$1.50 | 1,170.00 |
| 3. | Trench Excavation 230 cu. yds. For One Dollar per cu. yd. | 1.00 | 230.00 |
| 4. | Bench Excavation 8,000 cu. yds. For Thirty Cents per cu. yd. | 0.30 | 2,400.00 |
| 5. | Excavation Above Cut Slopes 8,800 cu. yds. For Fifty Cents per cu. yd. | 0.50 | 4,400.00 |
| 6. | Excavation, Stations 220 to 232+50 8,800 cu. yds. For Twenty-five Cents per cu. yd. | 0.25 | 2,200.00 |
| 7. | Excavation, Stations 232+50 to 256+50 77,000 cu. yds. For Sixty Cents per cu. yd. | 0.60 | 46,200.00 |
| 8. | Excavation, Stations 256+50 to 267 3,700 cu. yds. For Twenty-five Cents per cu. yd. | 0.25 | 925.00 |
| 9. | Loading and Spreading Topsoil 1,000 cu. yds. For Fifty Cents per cu. yd. | 0.50 | 500.00 |
| 10. | Overhaul 150,000 yd. stas. For One Cent per yd. sta. | 0.01 | 1,500.00 |
| 11. | Truck Haul 32,000 yd. mi. For Ten Cents per yd. mi. | 0.10 | 3,200.00 |
| 12. | Finishing Roadbed and Slopes 0.87 mile For Five Hundred Dollars per mile | 500.00 | 435.00 |
| 13. | 8-inch Concrete Pipe 100 lin. ft. For Fifty Cents per lin. ft. | 0.50 | 50.00 |
| 14. | 18-inch Concrete Pipe 430 lin. ft. For Two Dollars per lin. ft. | 2.00 | 860.00 |

Negarney Creek-Neahkahnie Mountain,
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Sheet No. 2

| Item No. | Item | Unit | Price | Amount |
|----------|--|--------------------|--------|---------------|
| 15. | 30-inch Concrete Pipe For Five Dollars per lin. ft. | 20 lin. ft. | \$5.00 | \$ 100.00 |
| 16. | Concrete Curb For Twenty-seven Dollars and Thirty Cents per cu. yd. | 140 cu. yds. | 27.30 | 3,822.00 |
| 17. | Class "A" Concrete For Twenty-seven Dollars and Thirty Cents per cu. yd. | 500 cu. yds. | 27.30 | 13,650.00 |
| 18. | Mortar Rubble Masonry in Parapets For Nineteen Dollars per cu. yd. | 800 cu. yds. | 19.00 | 15,200.00 |
| 19. | Mortar Rubble Masonry in Facing For Forty Dollars per cu. yd. | 35 cu. yds. | 40.00 | 1,400.00 |
| 20. | Mortar Rubble Masonry in Walls For Fourteen Dollars per cu. yd. | 2,000 cu. yds. | 14.00 | 28,000.00 |
| 21. | Dry Rubble Masonry For Five Dollars per cu. yd. | 250 cu. yds. | 5.00 | 1,250.00 |
| 22. | Metal Reinforcement For Five and One-half Cents per lb. | 101,000 lbs. | 0.055 | 5,555.00 |
| 23. | Copper and Bronze For Fifty-three Cents per lb. | 700 lbs. | 0.53 | <u>371.00</u> |
| | | Amount of Contract | | \$135,418.00 |

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into, in quadruplicate, this

Eighth Day of December, 1939

by and between the State of Oregon, hereinafter called the State, by the State Highway Commission of said State, party of the first part, and,*

K. L. Goulter, an individual

212 West Hudson Street

Seattle, Washington

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 State 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 engineer.

Guarantee and Maintenance of Pavements

(This clause does not apply in connection with federal aid work.)

The contractor further guarantees any, and all, road pavements constructed by him under this contract against defective or improper workmanship or materials, the terms of the guarantee being as set out in the foregoing general provisions, and he agrees to make such repairs and to do such other work as may be necessary to maintain the same in good condition, making such repairs and doing such other work under and in accordance with the terms and conditions also described in the foregoing general provisions.

Contract Documents

It is further agreed that said plans and specifications on file with the State Highway Commission 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.

* Give here the name of the contractor, the form of organization, the recognized address, and the names of the president, treasurer and manager or the names of all copartners.

CONTRACT AGREEMENT

Payments

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 engineer and to his satisfaction, and on Federal Aid Projects, to the satisfaction of the Secretary of Agriculture of the United States or his authorized agent in conformity with the requirements of the Federal Aid Road Act, the said State agrees to pay to said contractor the amount earned computed from the actual quantities of work performed as shown by the estimates of the 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.

IN WITNESS WHEREOF, said State of Oregon, by the State Highway Commission, executes this contract and the said contractor does sign and seal the same as of the day and year in this contract first above mentioned.

STATE HIGHWAY COMMISSION

By Henry F. Cabell
As Chairman

As Commissioner

William M. [Signature]

As Commissioner
Party of the First Part

ATTEST:

[Signature]
State Highway Engineer

[Signature]

In the presence of:

[Signature]
[Signature]

Party of the Second Part