

**BEFORE THE CONTRACT REVIEW BOARD OF THE
METROPOLITAN SERVICE DISTRICT**

FOR THE PURPOSE OF AUTHORIZING)	
AN EXEMPTION TO THE COMPETITIVE)	
PROCUREMENT PROCEDURES OF)	RESOLUTION NO. 92-1671
METRO CODE CHAPTER 2.04.053 AND)	
AUTHORIZING A PERSONAL SERVICES)	Introduced by Rena Cusma,
AGREEMENT WITH THE OREGON)	Executive Officer
GRADUATE INSTITUTE OF SCIENCE)	
AND TECHNOLOGY)	

WHEREAS, The Closure and Financial Assurance Plan, St. Johns Landfill, 1989 promotes the use of St. Johns Landfill as a site for research; and

WHEREAS, The Scope of Work of the Personal Services Agreement 902-635 (attached hereto and labeled Exhibit A) between Oregon Graduate Institute of Science and Technology (OGI) and the Metropolitan Service District clearly advances Metro's solid waste management objectives by providing information about the environmental impact of St. Johns Landfill; and

WHEREAS, Personal Services Agreement 902635 with OGI cannot be approved unless an exemption to the competitive procurement process of to Metro Code 2.04.053 is granted by the Metro Contract Review Board; and

WHEREAS, This resolution was submitted to the Executive Officer for consideration and was forwarded to the Council for approval; now therefore,

BE IT RESOLVED,

1. That based on the information provided in the staff report to Resolution No. 92-1671, and the information presented to the Council Solid Waste Committee, the Council of the Metropolitan Service District finds that:

- A. OGI provides a package of locally based specific research expertise, computer-based tools, technical assistance and educational opportunity that cannot, as a total package, be provided by any other private or public institution in the United States; and
- B. Due to its close proximity to the St. Johns Landfill, OGI will provide a cost-effective research program to the Metropolitan Service District.

2. That based on these findings, the Council of the Metropolitan Service District Contract Review Board exempts Personal Services Agreement 902-635 (attached hereto and labeled Exhibit A) with the Oregon Graduate Institute of Science and Technology from the competitive bid process of Metro Code Section 2.04.053 and the Executive Officer is authorized to execute this Personal Services Agreement.

ADOPTED by the Contracts Review Board of the Council of the Metropolitan Service District this 24th day of September, 1992.


Jim Gardner, Presiding Officer

EXHIBIT A

Project: St. Johns Landfill Closure
Contract No. 902635

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the METROPOLITAN SERVICE DISTRICT, a municipal corporation organized under ORS Chapter 268, referred to herein as "Metro," located at 2000 SW. First Avenue, Portland, OR 97201-5398, and OREGON GRADUATE INSTITUTE OF SCIENCE AND TECHNOLOGY a non-profit educational institution, located at 19600 N.W. Von Neuman Drive, Beaverton, OR 97006.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. **Duration.** This personal services agreement shall be effective October 1, 1992, and shall remain in effect until and including September 30, 1993, unless terminated or extended as provided in this Agreement.
2. **Scope of Work.** Contractor shall provide all services and materials specified in the attached "Exhibit A -- Scope of Work," which is incorporated into this Agreement by reference. All services and materials shall be provided by Contractor in accordance with the Scope of Work, in a competent and professional manner. To the extent that the Scope of Work contains additional contract provisions or waives any provision in the body of this Agreement, the Scope of Work shall control.
3. **Payment.** Metro shall pay Contractor for services performed and materials delivered in the maximum sum of NINETY NINE THOUSAND NINE HUNDRED NINETY NINE and NO/100THS DOLLARS (\$99,999.00), in the manner and at the time specified in the Scope of Work.
4. **Insurance.**
 - a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:
 - (1) Broad form comprehensive general liability insurance covering personal injury and property damage, with automatic coverage for premises, operations, and product liability. The policy must be endorsed with contractual liability coverage; and
 - (2) Automobile bodily injury and property damage liability insurance.
 - b. Insurance coverage shall be a minimum of \$500,000 per occurrence, \$250,000 per person, and \$50,000 property damage. If coverage is written with an annual aggregate limit, the aggregate limit shall not be less than \$1,000,000.

d. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers. Contractor shall provide Metro with certification of Workers' Compensation insurance including employer's liability.

e. If required by the Scope of Work, Contractor shall maintain for the duration of this Agreement professional liability insurance covering personal injury and property damage arising from errors, omissions, or malpractice. Coverage shall be in the minimum amount of \$500,000. Contractor shall provide to Metro a certificate of this insurance, and 30 days' advance notice of material change or cancellation.

5. Indemnification. Contractor shall indemnify and hold Metro, its agents, employees and elected officials harmless from any and all claims, demands, damages, actions, losses and expenses, including attorney's fees, arising out of or in any way connected with its performance of this Agreement, with any patent infringement arising out of the use of Contractor's designs or other materials by Metro and for any claims or disputes involving subcontractors.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Work on a generally recognized accounting basis and allow Metro the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after Metro makes final payment and all other pending matters are closed.

7. Ownership of Documents. All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by Contractor pursuant to this Agreement are the property of Metro, and it is agreed by the parties that such documents are works made for hire. Contractor hereby conveys, transfers, and grants to Metro all rights of reproduction and the copyright to all such documents.

8. Project Information. Contractor shall share all project information and fully cooperate with Metro, informing Metro of all aspects of the project including actual or potential problems or defects. Contractor shall abstain from releasing any information or project news without the prior and specific written approval of Metro.

9. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of Metro. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Work. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Work; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to Metro.

10. Right to Withhold Payments. Metro shall have the right to withhold from payments due to Contractor such sums as necessary, in Metro's sole opinion, to protect Metro against any loss, damage, or claim which may result from Contractor's performance or failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

11. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

12. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

13. Termination. This Agreement may be terminated by mutual consent of the parties. In addition, Metro may terminate this Agreement by giving Contractor five days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

14. No Waiver of Claims. The failure to enforce any provision of this Agreement shall not constitute a waiver by Metro of that or any other provision.

15. Modification. This Agreement is the entire agreement between the parties, and may only be modified in writing, signed by both parties.

16. Attorney's Fees. In the event of any litigation concerning this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs, including fees and costs on appeal.

OREGON GRADUATE INSTITUTE OF
SCIENCE AND TECHNOLOGY

METROPOLITAN SERVICE DISTRICT

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

DO:gbc
ONE1902635.com
September 2, 1992

**Exhibit A
SCOPE OF WORK**

I. INVESTIGATION OF THE TRANSPORT OF CONTAMINANTS IN SOIL SURROUNDING ST. JOHNS LANDFILL.

Contractor shall design and develop sampling and analysis procedures that best characterize the processes in soils and sediments surrounding the landfill that determine the fate and transport of contaminants commonly found in the landfill. Initial efforts will focus on understanding those fundamental mechanisms that drive computerized contaminant transport models applicable to the St. Johns Landfill.

Contractor shall investigate the transport of selected chemicals through the soils in the natural or engineered dike surrounding the solid waste in St. John's Landfill. Contractor shall study at least three soil cores which were collected by other contractors during August, 1992. Contractor shall determine the distribution of selected chemical components in the solid and liquid phases. Contractor shall study the exact forms which the chemical components assume in association with the solid and liquid phases and their interactions with the soil which influence mobility.

Nutrients and contaminants chosen for study will be those most likely to adversely affect waters surrounding the landfill. Parameters may be chosen that are surrogates or indicators of contaminants. Selection of parameters will be made after consultation with Metro Solid Waste staff.

Contractor shall submit a report presenting materials, methods, results, and conclusions to the Metro Solid Waste Department by August 31, 1993. After giving Metro staff 14 days to review and comment, Contractor shall submit a final report to Metro by September 30, 1993.

Contractor shall submit to Metro two copies of all technical papers resulting from this study prior to their written publication or oral presentation.

II. DEVELOPMENT OF AN INTEGRATED SYSTEM FOR MODELING AND GRAPHICAL VISUALIZATION OF FLOW AND TRANSPORT

Contractor shall develop and transfer to Metro an integrated system for the modeling and graphical visualization of flow and transport in and around the St. Johns landfill, including the Columbia Slough, Smith and Bybee Lakes, and relevant parts of the Willamette and Columbia Rivers.

The desired integrated system shall consist of:

1. Existing or enhanced software for computer visualization of field data and of results from numerical models of flow and transport.

The visualization software shall be able to assist the management of the St. Johns Landfill system, and shall be generic enough to support a variety of numerical models and media. In particular, regional simulations of groundwater flow and transport developed by Metro with model MODFLOW should be supported; if necessary, the input/output structure of MODFLOW will be modified by Metro to adjust to the input/output standards of the visualization tools.

2. Existing or improved numerical hydrodynamic model(s) for surface water flow and transport in the entire region of study.

As a demonstration, the model(s) shall be applied in a way that consolidates and enhances the current understanding of the dynamics of surface flow in the region. Existing field data and model results (from relevant surface water and groundwater simulations) should be used to support the application.

3. Existing or improved numerical transport model(s) for surface water transport in the entire region of study.

As a demonstration, the model(s) shall be applied in a way that enhances the current understanding of the hydraulic residence times in the region of study.

The software transfer shall lead to the availability at Metro, in a form usable in UNIX workstations, of binaries of all relevant models and graphics tools. The transfer shall include the training of Metro personnel on the use of all software, through a two-day short course.

Contractor shall submit to Metro two copies of all technical papers which result from this study prior to their written publication or oral presentation.

III. STUDIES OF SOIL/VEGETATION INTERACTIONS ON THE ST. JOHN'S LANDFILL CAP

Contractor will develop empirical methods to evaluate the rate of compaction, soil loss, and the cycling and fate of nutrients in the soil profiles proposed for the St. Johns Landfill, including the experimental plots designed for Sub-Area 1. All relevant soil fertility and physical properties that determine the success of the proposed vegetation for the landfill cover will be included.

Contractor shall conduct greenhouse experiments to study the release of nutrients and selected chemicals from vegetated and unvegetated, constructed top soils made from yard debris compost and soil and also sewage sludge compost and soil which are irrigated with simulated rainfall and with St. Johns Landfill leachate..

Contractor shall test the relevant properties of these constructed topsoils to yield estimates of short and long term soil fertility and physical properties such as erosivity.

Utilizing the Minirhizotron Camera, Contractor shall study root growth patterns of selected plants or plant communities in the cover soils of St. Johns Landfill.

Contractor shall bury the camera wells using hand tools and shall exercise caution not to damage the drainage net or geomembrane. Contractor shall notify Dennis O'Neil of Metro at least 24-hours before burying any experimental equipment.

Contractor shall submit a draft report stating materials, methods, results and conclusions to Metro Solid Waste staff by August 31, 1993. Following an opportunity for staff review and comment, Contractor shall submit a final report to Metro by September 30, 1993.

Contractor shall submit to Metro, two copies of all technical papers resulting from this study prior to their written publication or oral presentation.

IV. EQUIPMENT

Metro shall hold title to all equipment purchased with funds provided under this Agreement. Equipment shall be stored at a location agreeable to both parties and shall be turned over to Metro at the end of this Agreement.

V. PROFESSIONAL LIABILITY INSURANCE

The professional liability insurance referred to in 4(b) of this Agreement shall not be required in this Scope of Work.

VI. PAYMENT

Payment to the Contractor shall not exceed the total amount of the budget shown below.

Item	Cost
1. Salaries, Wages and Benefits	48,209.00
2. Materials and Supplies	6,700.00
3. Equipment	11,321.00
4. Overhead (61.5% of 1,2)	33,769.00
TOTAL	\$99,999.00

Metro shall pay Contractor within thirty (30) days following receipt of an approved invoice from Contractor.

SOLID WASTE COMMITTEE REPORT

CONSIDERATION OF RESOLUTION NO. 92-1671, FOR THE PURPOSE OF AUTHORIZING AN EXEMPTION TO THE COMPETITIVE PROCUREMENT PROCEDURES OF METRO CODE CHAPTER 2.04.053 AND AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH THE OREGON GRADUATE INSTITUTE OF SCIENCE AND TECHNOLOGY

Date: September 17, 1992

Presented by: Councilor McFarland

Committee Recommendation: At the September 15 meeting, the Committee voted 3-0 to recommend Council adoption of Resolution No. 92-1671. Voting in favor: Councilors Hansen, McFarland and Wyers. Councilors Buchanan and Van Bergen were excused.

Committee Issues/Discussion: Jim Watkins, Solid Waste Engineering and Analysis Manager, explained that the original closure plan for the St. Johns Landfill recognized that there would be opportunities for research at the site during the closure process. It was envisioned that such research would be privately funded unless it assisted Metro in managing the closure process.

Watkins urged that the proposal submitted by Oregon Graduate Institute (OGI) would provide many benefits to Metro and therefore providing Metro funds for this research was appropriate. He noted that the research will focus on three areas: 1) chemical reactions and migration of soil contaminants, 2) development of computer models related the surface water and contaminant movement in the Smith and Bybee Lake area and 3) soil and vegetation interaction in the landfill cap.

Watkins emphasized that the proposed Metro funding (\$99,999 total, \$75,000 during FY 92-93) is seed money and that OGI will be seeking supplemental funding from other sources such as the National Science Foundation. Watkins noted that a sole source contract is being sought for several reasons including: 1) it is OGI's proposal, 2) OGI's expertise and proximity to the landfill and 3) cost-effectiveness. He noted that the overhead for the project (61%) is much lower than the amount charged by private engineering consulting firms. Funding will come from a \$100,000 research line item in the Closure Fund account.

OGI representatives (Drs. Fish, Baptista, and Jarrell) briefly explained the technical elements of the proposed research, including a video outlining the types of computer modeling that will be completed. They emphasized that Metro will receive many benefits from the research. These include: 1) a data base and computer modeling technology that will assist in cost-effective environmental management of the site, 2) assistance in developing a proper cap for the landfill and 3) development of the site as a "field laboratory" for a variety of educational and environmental uses.

Councilor McFarland asked about the nature of the on-site facilities that would be needed to conduct the research, noting the the Smith and Bybee Lake management committee would be concerned about the location of structures in the wetland area. Dr. Fish explained that the only facilities needed would be a small shed for equipment storage that would not be located in any wetland area.

Councilor Hansen asked if this type of research would be something that we would normally procure. Watkins responded that, while we would not have independently pursued this type of research, the potential benefits are significant. He indicated that the environmental data gathered will allow Metro to address environmental concerns in advance rather than playing catch up to comply with governmental compliance requests. The computer models will be integrated with existing Metro data bases to improve our ability to address leachate-related issues at the landfill. Bob Martin also noted that the research will provide additional supportive data to strengthen Metro's negotiating position with various regulatory agencies.

Councilor Hansen asked if the computer models and data can be produced in such a form that councilors could share it with their constituents. Dr. Baptista agreed that this would be an important potential use of the data and that presentations could be developed for this purpose.

Councilor Hansen asked what other potential sources of additional funding would be available for the project. Drs. Baptista and Fish responded that they will be seeking additional funding from the National Science Foundation and possibly the Defense Department. Councilor Hansen asked how long the research could take and Dr. Fish answered -- 10 years or more.

STAFF REPORT

IN CONSIDERATION OF RESOLUTION NO. 92-1671 FOR THE PURPOSE
OF AUTHORIZING AN EXEMPTION TO THE COMPETITIVE
PROCUREMENT PROCEDURES OF METRO CODE CHAPTER 2.04.053
AND AUTHORIZING A PERSONAL SERVICES AGREEMENT WITH THE
OREGON GRADUATE INSTITUTE OF SCIENCE AND TECHNOLOGY.

Date: September 3, 1992

Presented by: Jim Watkins
Jim Morgan

PROPOSED ACTION

Adopt Resolution No. 92-1671, which grants exemption from the competitive procurement process and authorizes the execution of a Personal Services Agreement with the Oregon Graduate Institute of Science and Technology for research services in connection with assessing the impact of St. Johns Landfill on the environment.

FACTUAL BACKGROUND AND ANALYSIS

According to the Revised Closure and Financial Assurance Plan, St. Johns Landfill, September 1985, "Metro's objective is to close the St. Johns Landfill using cost-effective methods to responsibly manage short and long-term negative impacts on health, safety, and the environment." The Plan states that Metro desires to "provide opportunity for research about closure methods and results." In Appendix B, Closure as a Research and Recycling Opportunity, one objective is to "use the St. Johns Landfill as a site for research, which would benefit future landfill siting, design, operation, closure, end use, and regulation development." Metro would review research proposals on a case-by-case basis. "Financial support for research projects will be the responsibility of the proposer unless the project clearly advances Metro's solid waste management objectives." The 1989 Closure Plan did not allocate any funds for research.

To date, only one academic institution has performed investigations at St. Johns Landfill. In 1990, the Metro Council approved an Intergovernmental Agreement with Portland State University. Under this Agreement, an Engineering Professor and his students have collected ground and surface water data, have assembled historical data in a computer-usable format and are incorporating this data into a surface water movement model. Metro took advantage of the fact that this group was already developing a model of surface water movement in Columbia Slough for the City of Portland. Metro asked this group to collect additional information and make calculations that would be useful for estimating the future environmental impact of the landfill. To date, about \$45,000 has been spent under this contract.

The Oregon Graduate Institute of Science and Technology (OGI) has shown an interest in conducting research about the condition of the environment in the Smith & Bybee Lakes management area, and about the environmental impact of St. Johns Landfill. OGI submitted proposals in October 1991 and February 1992 titled Environmental Integrity at the St. Johns Landfill Site. Metro staff developed a scope of work that is in line with these proposals, yet

provides information believed to have near term usefulness to the closure project. Under this scope of work, OGI would perform three types of investigations: First, Dr. William Fish would investigate how chemical interactions between certain contaminants and the soil surrounding the landfill influence the migration of these contaminants through the soil. Second, Dr. Antonio Baptista would use numerical ground and surface water models developed by Metro and Portland State University to develop an integrated, graphical, computer generated display of surface water flow and contaminant transport of at least the entire Smith & Bybee Lakes area, which would help analysts see relationships better than by only looking at columns of numbers. Third, Dr. Wesley Jarrell would investigate the interactions between the soils and vegetation over the closure cap. He would study the short and long-term soil fertility, nutrient loss, and root growth, using both greenhouse tests and field tests at St. Johns Landfill. OGI proposes a total cost of \$99,999 for these tasks. According to its representatives, OGI sees this as a one-time request for seed money to start the project. Later requests would go to other research funding agencies.

Since this would be a sole-source contract (Code Section 2.04.060), the Metro Council would have to exempt it from the competitive procurement process. An exemption can be justified for the following reasons: According to OGI, the skills of the project team are unique in Oregon. Each team member is a nationally recognized leader and expert in the particular type of investigation he will conduct. Also, the close proximity of OGI to St. Johns Landfill and Metro personnel is critical to the success of a cost-effective program. According to OGI, "The total package provided by OGI -- scientific knowledge, computer-based tools, technical assistance, and educational opportunity -- cannot be provided by any other private or public institution in the United States."

BUDGET IMPACT

The most relevant source of funds for this project would be the St. Johns Landfill Closure Account. In the FY 92-93 budget, \$100,000 is in the St. Johns Landfill Closure Account for research on landfill closure methods and landfill impacts.

EXECUTIVE OFFICER RECOMMENDATION

The Executive Officer recommends approval of Resolution No. 92-1671.



METRO

2000 SW First Ave.
Portland, OR 97201-5398
(503) 221-1646

Procurement Review Summary

To: Procurement and Contracts Division

Vendor

From

Date 9-3-92

Oregon Graduate Institute

Department Solid Waste

of Science and Technology

Division Engineering

Subject

Name Dennis O'Neil

Bid

Contract

Vendor no.

Title Senior SW Planner

RFP

Other

Contract no. 902635

Extension 229

Purpose Research on SJLF Closure Methods and Impacts

Expense

Procurement

Personal/professional services

Services (LM)

Construction

IGA

Revenue

Budget code(s)

Price basis

Term

Contract

Unit

Completion

Grant

531-319000-524190-75960

Total

Annual

Other

Other

Multi-year**

This project is listed in the
199 2 -199 3 budget.

Payment required

10-1-92

Yes

Type A

Lump sum

Beginning date

No

Type B

Progress payments

9-30-93

Ending date

Total commitment

Original amount

\$ 99,999.00

Previous amendments

\$

This transaction

\$

Total

\$ 99,999.00

A. Amount of contract to be spent fiscal year 92 - 93

\$ 75,000.00

B. Amount budgeted for contract Misc. Prof. Services

\$ 100,000.00 ...

C. Uncommitted/discretionary funds remaining as of 8-28-92

\$ 100,000.00 ...

Approvals

Division manager

Department director

Labor

Fiscal

Budget

Risk

Legal

Competitive quotes, bids or proposals:

Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____
Submitted by _____	\$Amount _____	M/W/DBE _____	Foreign or Oregon Contractor _____

Comments: _____

- Attachments:
- Ad for bid
 - Plans and specifications
 - Bidders list (M/W/DBEs included)

Instructions:

1. Obtain contract number from procurement division.
Contract number should appear on the summary form and all copies of the contract.
2. Complete summary form.
3. If contract is:
 - A. Sole source, attach memo detailing justification.
 - B. Less than \$2,500, attach memo detailing need for contract and contractor's capabilities, bids, etc.
 - C. More than \$2,500, attach quotes, evaluation form, notification of rejection, etc.
 - D. More than \$10,000 or \$15,000 attach RFP or RFB respectively.
 - E. More than \$50,000, attach agenda management summary from council packet, bids, RFP, etc.
4. Provide packet to procurement for processing.

Special program requirements:

General liability: _____ / _____ / _____

Liquidated damages \$ _____ day

<input type="checkbox"/> Workers comp	<input type="checkbox"/> Prevailing wages
<input type="checkbox"/> Auto	<input type="checkbox"/> Non-standard contract
<input type="checkbox"/> Professional liability	<input type="checkbox"/> Davis/Bacon

Dates:

Ads _____ (Publication) _____

Pre-bid meeting _____ Bid opening** _____

Filed with council _____ For action _____

Filed with council committee _____ For hearing _____

Project estimate: _____

Funding:

- Local/state
- Federal
- Other

Bond requirements:

_____ % Bid \$ _____

_____ % Performance \$ _____

_____ % Performance/payment* \$ _____

_____ % L/M \$ _____

* Separate bonds required if more than \$50,000.

** Minimum period: two weeks from last day advertised.