

ORDINANCE NO 17A.

AN ORDINANCE PROVIDING FOR THE TIME AND MANNER OF IMPROVING THAT CERTAIN TRACT OF LAND KNOWN AS THE HARRISON TRACT OR WATER FRONTAGE BY CONSTRUCTING THEREON DOCKS AND OTHER FACILITIES FOR THE PURPOSE OF HANDLING SHIPPING LUMBER AND OTHER COMMODITIES, AND ADOPTING PLANS AND SPECIFICATIONS NOW ON FILE WITH THE AUDITOR AND POLICE JUDGE OF THE CITY OF WARRENTON AND DECLARING AN EMERGENCY.

THE CITY OF WARRENTON DOES ORDAIN AS FOLLOWS.

SECTION 1.

That the following described property to-wit:-

Beginning at a point on the North side of the right of way of the Astoria and Columbia River Railroad at a point which is North 21 degrees and 18 minutes West 130 feet distant from the Northeast corner of block No 3 in the town of Warrenton, as laid out and recorded by D.K. Warren, thence North 22 degrees and 25 minutes East to the South line of the tract of land acquired by George Warren and C.R. Higgins and described in a deed dated August 9, 1911 and recorded in Volume "76" Page "433" of the records of deeds of Clatsop County; thence east along said south boundary to an intersection with the low water line along the west bank of the Skipanon River, which bears north 4 degrees and 30 minutes east and forms the east boundary of the tract of land acquired by H.C. Harrison from the State of Oregon on July 26th 1895 recorded in Volume "30" page "751" of the Record of Deeds of Clatsop County; thence south 4 degrees and 30 minutes west along said low water line to a point; thence West 30 feet to a point on the north side of the Astoria and Columbia Railroad Right of Way; thence in a northerly easterly direction along the said A.&.C. Railroad right of way to point of beginning, reserving and excepting out of this grant however, the following to-wit:- said.

Beginning at a point of beginning mentioned above thence north 23 degrees 25 minutes east 40 feet; thence easterly 20 feet to a point 40 feet distant from the north line of the said A.&.C. railroad right of way thence southerly to the north line of said right of way to a point 60 feet distant easterly from said point of beginning and thence along the said right of way to the point of beginning.

The same being the public property owned by the City of Warrenton, and the same is hereby directed to be improved by constructing according to the plans and specifications as made and filed by the Board of Estimates Committee on the 25th day of April 1923. by ~~erecting~~ ^{erecting} a Municipal Dock thereon in accordance with said plans and specifications and report of committee on estimates.

said plans, specifications and estimates of the costs and expenses of the making of said improvement as contained in said report of committee estimates are hereby confirmed, adopted and referred to and made a part of hereof as though set out in full herein.

SECTION-2-

The Commission of the City of Warrenton be and the same is hereby authorized and directed in conformity with the requirements of the Charter of the City of Warrenton, and this Ordinance to advertise for bids for the construction of said improvement, and upon the acceptance of the lowest and best responsible bid by said Commission to enter into a contract with such bidder for the construction of said improvement, or if the Commission deem it advisable to reject any and all bids, they shall be empowered to make said improvement under force account,

The contract shall provide that said improvement shall be constructed and completed to the satisfaction of the Manager of the City of Warrenton and the City Engineer of said City, and that the contractor shall commence work on or before ten (10) days from the date of signing the contract, and the work shall be diligently prosecuted and the same shall be completed on or before the ____ day of _____, 1933, unless the time shall be extended by resolution or Ordinance, and for each day's delay in the commencement of the work, as above provided, and for each day's delay in the completion of the improvement as above provided, unless the time shall be extended by Resolution or Ordinance, the contractor shall forfeit and pay to the City of Warrenton as stipulated damages the sum of _____ () Dollars.

The contractor submitting a bid for the aforesaid improvement shall with his proposal submit a certified check for an amount equal to _____ percent of the total amount of bid, payable to the City of Warrenton, if the contractor whose bid is accepted shall fail to enter into contract with the City of Warrenton, to construct said improvement within ten (10) days from the mailing of the notice of acceptance, The contractor whose bid shall be accepted shall furnish Bond to the amount of Seventy Five per cent of the total amount of the bid, and the said improvement shall be made strictly as provided by the plans and specifications hereinbefore referred to and this

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and that the contractor shall have full charge of the work, and shall be responsible for all accidents, or injuries occurring upon said improvement during the progress of the work, until said improvement shall be completed and accepted by the City of Warrenton, and shall save the City harmless on account of any injury to any person or persons happening upon said improvement while in the course of construction and until said improvement shall be completed and accepted by the City of Warrenton and shall save said City harmless from all damages to private property which caused by or on account of the construction of said improvement while in the course of construction, and until said improvement shall be completed and accepted by the City of Warrenton.

That the said contract entered into by and between the City of Warrenton and the contractor for the improvement of the said Dock as aforesaid shall provide that the contractor shall promptly, as due, make all payments to all persons supplying the said contractor with labor, services and material for the construction or completion of said improvement provided for in said contract, and that the said contractor shall not permit any Lien or claim to be filed or prosecuted against the City of Warrenton for or on account of any labor or materials furnished him in the prosecution and fulfillment of the terms of said Contract with the City of Warrenton as provided for by said Resolution, said report of Committee on Estimates and plans and specifications hereinbefore referred to and made a part of this Ordinance,

The said contract shall further provide that during the performance of said contract no person shall be permitted or required to labor more than eight hours in any one calendar day or more than forty eight hours in one calendar week, except in cases of necessity, emergency or where public policy absolutely requires it, and in event the person or persons so employed for excessive hours shall receive double pay for the overtime so employed, and no emergency shall be presumed to exist when other labor of like skill and efficiency which has not been employed full time by the said contractor is available, and no person shall be employed by the said contractor in the performance of said contract who is not a citizen of the United States of America, and who has not declared his intention to become such.

The contract shall provide that if the contractor shall fail to carry out the terms of the contract in accordance with the conditions contained therein and shall remain in default for a period of _____ days after written notice of such default and request to make the same good, the City of Warrenton shall have the ~~right~~ right to declare the contract forfeited and to advertise for bids for completion of said contract and to enter into a contract with the lowest responsible bidder for the completion of the said work and to charge the difference in the contract price, if any, to the original contractor and his bondsmen.

That payments for the work shall be made on monthly estimates of the Engineer, taken about the end of each calendar month, and payable on the tenth day of the ~~month~~ month succeeding the month in which the work was done, less fifteen percent to be retained by the City to insure the completion of the work. Thirty days after the work is fully completed and a certificate to this effect is given by the Engineer for the City and upon the acceptance of the said improvement by the Commission of the City of Warrenton the retained percentage shall be paid to the contractor unless the contractor has failed to complete the contract within the time specified, or has been ~~deficient or defaulted in the completion, or full performance of his contract~~ Payments will be made in special fund warrants upon the district created for the making of said improvement,

SECTION 3-

The contractor shall be required to give bond either a surety bond or a personal bond, and in the event of a personal bond with two or more sureties in the penal sum of seventy five per cent of the contract price conditioned for the faithful performance of the contract.

SECTION 4-

Inasmuch as the objects to be obtained by this Ordinance will be of great benefit to the people of the City of Warrenton, and there exists and is an urgent necessity that this Ordinance should take effect as soon as possible, so that the health, peace and safety of the inhabitants of the City of Warrenton may be preserved, an emergency is hereby declared to exist and this section therefore shall take effect when approved by the

affirmative vote of all the Commissioners of the City of Warrenton, and this Ordinance shall then be in full force and effect and operative immediately after its passage and approval by the Mayor of the City of Warrenton.

Passed by the Commissioners of the City of Warrenton this 25th day of April 1925.

Approved by the Mayor this 25th day of April 1925.

Attest.

Delany Campbell
Auditor and Police Judge.

W. H. Francis.

Acting Mayor. *Copy*