

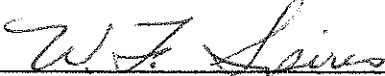
A RESOLUTION AUTHORIZING THE MAYOR )  
AND RECORDER TO ENTER INTO AN AGREEMENT )  
WITH PACIFIC POWER AND LIGHT COMPANY )  
TO PROVIDE WATER SERVICE TO THE WASTE )  
WATER TREATMENT PLANT. )

RESOLUTION NO. 17  
for 1977

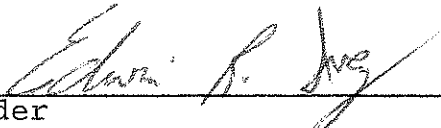
BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON  
AS FOLLOWS:

Section 1. That the Mayor and Recorder of the City of Lebanon  
are hereby authorized and directed to enter into an agreement with  
Pacific Power and Light Company to provide water service to the  
waste water treatment plant. A copy of said agreement is attached  
hereto.

Passed by the Council by a vote of 6 for and 0 against,  
and approved by the Mayor this 11<sup>th</sup> day of May, 1977.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
Recorder

# PACIFIC POWER & LIGHT COMPANY

PURCHASING DEPARTMENT  
PUBLIC SERVICE BUILDING  
PORTLAND, OREGON 97204

TO City of Lebanon  
925 Main Street  
Lebanon, OR 97355

GWS  
RLS  
HAH  
JM  
WOW  
EOP

CONTRACT NO. 9546-108

Date April 22, 1977

ER No. \_\_\_\_\_

~~A SOLE PROPRIETORSHIP PARTNERSHIP CORPORATION~~

The above named, hereinafter called Contractor, and Pacific Power & Light Company, a Maine corporation, hereinafter called Company, hereby agree as follows:

1. Description of Work. Contractor shall, at its own risk and expense, perform the work hereinafter described and, except as herein otherwise provided, shall furnish all labor, equipment and materials required therefor and shall obtain all licenses and permits required for the performance of such work:

**In total 2118 ft. of 8" AC water main to provide water service and fire protection service to the new City of Lebanon sewage disposal plant, Lebanon, Oregon, as per attached construction map marked Exhibit "A" and "Specifications for Water Main Construction," dated February, 1977.**

- 2. Specifications. Any drawings, specifications or special provisions listed and annexed herein are made a part hereof.
- 3. Independent Contractor. Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be employees of Contractor, and not employees of Company, in any respect.
- 4. General Supervision. All work will be subject to general supervision and inspection by a representative of Company, who may exercise such control of the work as is required to safeguard the interests of Company, and who will have authority to reject unsatisfactory work or materials. Any subcontractor or any person employed by Contractor who is deemed by the representative of Company to be incompetent shall be removed from the job, at the request of Company's representative.
- 5. Approval of Work. All workmanship and materials shall be first class in every respect and subject to approval of Company's representative in charge. Neither acceptance of the work by Company's representative nor payment therefor shall relieve Contractor from liability under any of the guarantees contained in or implied by this agreement.
- 6. Completion. Contractor will commence performance hereof when directed to do so by Company's representative and shall complete same within as so directed calendar days.
- 7. Indemnification. Contractor agrees to protect, indemnify and hold harmless Company, its directors, officers and employees, against and from any and all loss, claims or suits, including costs and attorneys' fees, for or on account of injury, bodily or otherwise, to or death of persons, damage to or destruction of property belonging to Company or others, resulting from, arising out of, or in any way connected with Contractor's operations hereunder.
- 8. Workmen's Compensation. Prior to commencing work, Contractor shall comply with all applicable Workmen's Compensation and Employers' Liability Acts in the states having jurisdiction and shall furnish proof thereof satisfactory to Company.
- 9. Insurance. Prior to starting the work, Contractor shall secure and continuously carry in an insurance company or companies, acceptable to Company the following comprehensive liability insurance policies:

- a. Bodily Injury and Property Damage Liability, including Automobile,
- b. Contractual Liability,
- c. Explosion, Collapse and underground (XCU) hazards,
- d. Products and Completed Operations,
- e. ~~Fire Fighting (where applicable),~~
- f. Sudden and Accidental Pollution,

to protect against and from all loss by reason of injury to the persons or damage to property, including Contractor's own workmen and all third persons and property of Company and all third parties based upon and arising out of Contractor's operations hereunder, including the operations of his subcontractors of any tier. Such insurance shall include: provisions or endorsements naming Company, its directors, officers and employees as additional insureds; provisions that such insurance is primary insurance with respect to the interests of Company, and that any other insurance maintained by Company is excess and not contributory insurance with the insurance required hereunder; cross-liability or severability of interest clause; and provisions that such policies shall not be cancelled or its limits of liability reduced without thirty (30) days' prior written notice to Company. A copy of each such insurance policy, certified as a true copy by an authorized representative of the issuing insurance company or at the discretion of Company in lieu thereof a certificate in form satisfactory to Company certifying to the issuance of such insurance, shall be furnished to Company. The limits of liability for all requirements contained herein shall be \$1,000,000 single limit.

10. Bond. Contractor shall furnish at Contractor's expense a surety bond, acceptable to Company, to cover full performance of this contract and the payment of costs of all materials and labor incurred by Contractor in the total amount of \$ ~~20,177.50~~ 23,935.00

11. Withholding Payments. Company may withhold from the final payment due hereunder the reasonable value of any claim against it which Contractor has failed to settle pursuant to its indemnity contained herein. Company may also retain from any payments due hereunder sufficient funds to discharge any delinquent accounts of Contractor for which liens on Company's property have been or can be filed, and Company may at any time pay therefrom for Contractor's account such amounts as are admittedly due thereon, including any sums due under any federal or state law.

12. Assignment. Contractor shall not assign this contract, or any part thereof, without the written consent of Company, and any attempted assignment in violation hereof shall be void.

13. Subcontracts. Contractor shall not subcontract or permit any portion of the work to be further subcontracted without prior written approval of Company; and Contractor shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by Company of any subcontract, nor anything contained herein, shall be deemed to create any contractual relation between the subcontractor and Company.

14. Equal Employment. To the extent applicable to the manufacture and/or sale of goods purchased hereunder, or the contracting and/or subcontracting of services or work hereunder, the following provisions are incorporated by reference and seller represents that he will comply with them: Executive Orders 11246 (Section 202) — Equal Employment Opportunity and Non-Discrimination (Contractor's Agreement), 11141 — Age Discrimination, 11625 — Utilization of Minority Business Enterprises, 11758 (Section 2) — Employment of the Handicapped, and 11701 (Section 1) — Veteran's Employment Emphasis, and the rules and regulations issued under each of the foregoing.

15. Consideration. As full consideration for performance hereof, Company shall pay Contractor the following sum, which shall be inclusive of all taxes incurred in the performance hereof:

**such consideration shall, upon acceptance of work, satisfy Contractor's obligations to provide labor, equipment and materials of a value or**  
~~Payments to Contractor hereunder shall be made as follows:~~

**\$23,935.00 pursuant to Water Service Agreement dated \_\_\_\_\_ by and between Contractor and Pacific.**

16. Company Representative. For the purposes hereof, Company's representative will be: R. L. Svendsen  
Duly executed in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

City of Lebanon  
CONTRACTOR

PACIFIC POWER & LIGHT COMPANY

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_  
PURCHASING AGENT