

A RESOLUTION AUTHORIZING THE MAYOR
AND RECORDER TO EXECUTE AN AGREEMENT
WITH MORSE BROS., INC. FOR CONSTRUCTION
OF THE SECOND AND "E" STREET INTERSECTION
REBUILD.

} RESOLUTION NO. 27
} for 1983
}

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

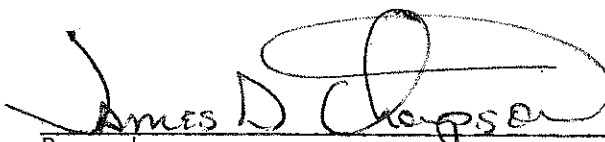
Section 1. That the Mayor and Recorder of the City of Lebanon are hereby authorized and directed to execute an agreement with MORSE BROS., INC. for construction of the Second and "E" Street Intersection Rebuild. A copy of said agreement is attached hereto and made a part hereof.

Passed by the Council by a vote of 5 for and 1 against and approved by the Mayor this 26th day of October, 1983.



Mayor

ATTEST:



Recorder

AGREEMENT

Project: SECOND AND "E" STREET INTERSECTION REBUILD

THIS AGREEMENT, made and entered into by and between the City of Lebanon, hereafter referred to as OWNER and _____, hereafter referred to as CONTRACTOR whose names are subscribed hereto.

WITNESSETH:

WHEREAS the OWNER has invited Proposals from CONTRACTORS, has received said Proposals, analyzed the same, and duly given Notice of Acceptance and awarded a Contract to the CONTRACTOR as herein set forth and as stated more in detail in the Contract Documents which are as follows:

- | | |
|-------------------------|-----------------------------|
| a. Notice to Bidders | f. Special Requirements |
| b. Proposal | g. Technical Specifications |
| c. Performance Bond | h. Special Specifications |
| d. Agreement | i. Contract Drawings |
| e. General Requirements | j. Addenda |

all of which Contract Documents are made a part hereof and which constitute the whole Contract between the OWNER and the CONTRACTOR, and

WHEREAS the CONTRACTOR has offered in his Proposal to undertake and perform the construction required in the Bid Schedule which is made a part of his Proposal.

NOW THEREFORE, it is hereby agreed that:

(a) the Contractor shall furnish all construction, pay all costs, and perform the construction required by the Contract, for the Bid Schedule awarded, in the manner specified in the Contract Documents, and

(b) if the Proposal calls for unit prices in the Bid Schedule set forth in (a) above, the OWNER shall pay to the CONTRACTOR a TOTAL CONTRACT AMOUNT computed from the unit prices in said Bid Schedule set forth in the CONTRACTOR'S Proposal and the actual quantities of units measured in the completed construction. Based upon the unit prices in said Bid Schedule set forth in the

CONTRACTOR'S Proposal and upon the quantities estimated from the Contract Drawings for bidding purposes, THE ESTIMATED TOTAL CONTRACT PRICE IS \$ _____

It is further agreed that the CONTRACTOR will start work immediately upon receipt of the OWNER'S Notice to Proceed and shall complete the work in the Bid Schedule in the number of calendar days after said Notice to Proceed set forth in the Special Requirements. The CONTRACTOR agrees to idemnify and save harmless the OWNER from any and all defects appearing and developing in the materials furnished and the workmanship performed under this Contract for a period of one year after the date of acceptance of the work in the Contract by the OWNER.

IN WITNESS WHEREOF, three (3) identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named on the day and year first written below.

Contract Documents approved as to form:

Attorney for the City of Lebanon

CITY OF LEBANON, OREGON

By: _____

Title _____

Date _____

By _____

Title _____

Date _____

CONTRACTOR _____

By: _____

Title _____

Date _____