

Ordinance Bill No 108

Ordinance No 104

An Ordinance authorizing and empowering and directing the Mayor and Recorder of the city of Lebanon, Linn County, Oregon, to enter into and sign and execute for and on behalf of the city of Lebanon a Contract in writing with J. B. Bidwell Hoyt-Hayden and Wilbor Hayden Copartners doing business under the firm name and style of Bidwell Hayden and Co, to put in and install in and for the city of Lebanon a Sewer System in accordance with the proposals plans and Specifications there for adopted and approved by the said city with such changes and alterations therein as are provided in the said plans and Specifications

The People of the city of Lebanon do ordain as follows

Sec
1

That the Mayor and Recorder of the city of Lebanon, in Linn County Oregon, be and they are hereby authorized empowered and directed to make execute and sign for and on behalf of the said city of Lebanon a Contract in writing with the said J. B. Bidwell Hoyt-Hayden and Wilbor Hayden Copartners doing business as Bidwell Hayden and Co, to put in and install a Sewer System in accordance to and with the plans, proposals and Specifications adopted by the Council therefor, with such changes and alterations as are therein provided for, which said Contract shall be substantially in words and figures as follows

CONTRACT.

THIS AGREEMENT, made and entered into this 7th day of June, 1911, by and between the City of Lebanon, Oregon, a municipal corporation, organized and existing under the laws of the State of Oregon, the party of the first part, hereinafter called the City, and J.B. Bridwell, Mayor, Hayden, of ~~Portland Oregon~~ the party of the second part, hereinafter called the Contractor:

WITNESSETH: That the said Contractor, in consideration of the covenants, agreements, and payments hereinafter mentioned to be performed and made by said City, hereby covenants and agrees, under the penalty expressed in the attached bond, to furnish all material and to construct a sewer system for said City, in accordance with the attached advertisement, proposals and specifications and the plans mentioned therein which are hereby declared and accepted as parts of this agreement, and to accept payment for the material furnished and labor performed at the prices named in said proposal, as full compensation under this contract.

The contract prices shall include all material, labor and expenses necessary to complete the work according to the attached proposal and specifications and the plans on file in the office of the City Recorder of Lebanon, and to maintain the work in good condition until accepted by the City.

The Contractor shall not be entitled to damages on account of delay, but, if such delay is occasioned by the City, the Contractor shall be entitled to an extension of time in which to complete the work, to be determined by the Engineer.

A partial paymnt shall be issued by the Engineer at the end of each calendar month for the amount due the Contractor for the work done during the month, and the City shall pay the Contractor eighty-five per cent of the amount of said estimate, and retain fifteen per cent until the completion of the work and its acceptance by the Engineer and Council. **The work in constructing the said sewer to be commenced within ten days after notice of sale of sewer bonds**

When the Contractor has completed the work to the acceptance of the Engineer and Council, the Engineer shall issue a final estimate for the balance due the Contractor, including the retained percentages, and the City shall pay, and the Contractor shall receive, the amount of said estimate as full compensation for all work done and material furnished under this contract.

This contract shall be binding upon the heirs, executors, administrators and assigns of the Contractor, and upon the City of Lebanon, Oregon.

IN WITNESS WHEREOF the Mayor of the City of Lebanon has made and executed this contract on behalf of said City, and has caused the seal of said City to be hereunto affixed, in pursuance of an ordinance adopted by the Common Council of said City, and the Contractor has hereunto set his hand and seal the day and year first above written.

City of Lebanon

By J.B. Bridwell Mayor.

By J.B. Bridwell Contractor.

Attest: J.P. Green City Recorder.

Witnesses:
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Sec 2 To the Said Contract Shall be attached the Notice for ~~the~~ bids for the Said Sewer, the proposal, of Bidders, the instructions to bidders and general Specifications for the Said Sewer as prepared and submitted by the engineers which shall be made a part of the Said Contract together with the plans for same which shall be referred to in said contract and made a part thereof which plans are on file in the office of the Recorder of and for Said City, and that the work be commenced on Said Sewer within Ten days after notice of successful sale of Bonds for Said Sewer System

Sec 3 That in as much as it is necessary that work shall be commenced on the Said Sewer System at once and pushed to an early completion, the health, peace and safety of the ^{Said} city requires that this Ordinance shall be in full force and effect at once an emergency is hereby declared, and this Ordinance shall be in full force and effect upon its passage by the Council and approved by the Mayor

Pass by the Council this 6th day of June 1911 the same having the affirmative of received more than three fourth of all the votes of all members elected to the Council taken by ayes and noes.

Approved by the Mayor this 7th day of June 1911

A M Reeves
Mayor of the City of Lebanon

Attest
J R Green
City Recorder of the city of Lebanon