

ORDINANCE BILL NO. ~~119~~<sup>123</sup>

ORDINANCE NO. ~~117~~<sup>122</sup>

An Ordinance directing and empowering the Mayor and the Recorder of the City of Lebanon Linn County, Oregon to make, execute and enter into a contract on behalf of the said City of Lebanon a contract in writing with The Federal Construction Co. of Sanfrancisco, California, for the improvement of Main street from the North line of A street to the South line of Carolina Street with gravel bitulithic pavement, and to provide for the manner and time of doing the same.

TO PEOPLE OF THE CITY OF LEBANON DO ORDAIN AS FOLLOWS:-

Section 1:- The Mayor and the recorder of the City of Lebanon, Linn County, Oregon, be and they are hereby empowered and directed to execute, make and enter into a contract in writing on behalf of the said City of Lebanon, Linn County, Oregon, with The Federal Construction Company, providing for the improvement of main street in said city from the north line of A street to the south line of Carolina street, with gravel bitulithic pavement, to be made and laid according to the plans and specification now on file and of record in the office of the recorder of the said City of Lebanon, and according to the proposals and bids for said improvement

Section 2:- That the said contract provide that the said work of improving the said street be commenced on the 1st day of July, 1913, or as soon thereafter as practicable, and that the same be completed on or before the 15th day of October, 1913.

Section 3, That the said contract my be in substantially in the following form and substance,



THIS AGREEMENT Made and entered into this 15th day of October, 1912 by and between the CITY OF LEBANON, Oregon, a Municipal Corporation, herein known and designated as "THE CITY" and The Federal Construction Company, a Corporation, of San Francisco, California, herein known and designated as "THE CONTRACTOR, WITNESSETH:-

That Whereas, the common council of the said City of Lebanon, has provided for the improvement of Main Street from the north line of A street to the south line of Carolina street in the said City of Lebanon, Oregon, at the expense of the abutting and adjacent property with Gravel Bitulithic Pavement according to certain plans and specifications adopted and filed and approved for the said improvement of the said street pursuant to and according to the provisions of the charter of the said City of Lebanon, and

Whereas, the said Contractor in response to an advertisement for bids has duly filed a bid to make such improvement, and

Whereas, by action of the said Council of the said city such bid has been duly accepted, and the Mayor and recorder of the said City has been duly authorized and directed to enter into a contract with the said contractor to make the said improvements.

NOW THEREFORE, the said contractor agrees to furnish all material, tools and implements, and to furnish and perform all labor necessary to improve said Main street from the north line of A street to the South line of Carolina street with Gravel Bitulithic Pavement according to the said plans and specifications, proposals and bids, adopted for such improvement and now on file in the office of the City recorder of the said City, a Copy of which said plans and specifications are hereto attached, and herein referred to and are made a part of this contract and agreement, for and at the following prices, to wit, the same being the prices bids and submitted by the said contractor for the said improvement.



PRICES FOR THE IMPROVEMENT OF MAIN STREET FROM NORTH LINE OF  
A STREET TO THE SOUTH LINE OF CAROLINA STREET, WITH HEAVY GRAVEL  
BITULITHIC PAVEMENT,

BID BY THE FEDERAL CONSTRUCTION COMPANY, OF SAN FRANCISCO,  
CALIFORNIA,

Pavement complete, including the preparation of the sub-grade by rolling ready for the pavement according to the plans and specifications, per square yard	<u>\$1.75</u>
Excavation for cubic yard	<u>\$0.60</u>
Filling or embankment, when the material for same has to be obtained outside the district covered by this contract and improvement, for cubic yard	<u>\$0.40</u>
Preparation of sub-grade when the material for making the fill or embankment is obtained within the District covered by this contract and improvement for cubic yard	<u>\$0.20</u>
Curbs straight for lineal foot	<u>\$0.35</u>
Curbs curved per lineal foot	<u>\$0.65</u>
Curbs curved with angle iron per lineal foot	<u>\$0.97</u>
Vitrified sewer pipe, six inches in place per lineal foot	\$0.25
Excavation for sewer pipe or drainage not exceeding five feet in depth per cubic <del>foot</del> yard	\$0.60
Excavation for sewer pipe or drainage exceeding five feet in depth, per cubic yard	\$0.75
Catch basins each	\$28.00
Inlets each	\$14.00



The said contractor promises and agrees to commence the work of making the said improvement on or about the first day of July, 1913 and to complete the same on or before the 15th day of October, 1913,

If the said contractor shall fail to complete the said improvement within the time herein provided and limited, and such failure shall be due to the neglect, default or negligence of the said contractor, then it is agreed that the contractor shall pay to the City of Lebanon, the sum of \$10.00 per day as liquidated damages for each and every day that said improvement shall remain uncompleted beyond the time specified herein.

It is agreed that the contractor shall be paid a monthly sum equal to 80 per cent on all finished and completed work and each class of work as set forth in the specifications shall be considered and paid for separately. The remaining 20 per cent to be paid upon the completions of the entire contract; provided, however the City shall not be liable or responsible for the payment of any of the contract price for making such improvement, except the intersections of streets which is to be paid for by the City, and except to pay the same from the funds derived from the assessment upon the property liable for such improvement, and the contractor shall look solely for payment to such funds and shall not require the City by any legal process or otherwise, to pay the same out of any other fund, unless the City shall be negligent in enforcing or collecting such assessments *at the prices bid*

The contractor will be required in making said improvement to take all due and necessary precaution by erecting barricades at all holes or openings in the streets or other dangerous places and will be required to display proper lights during the night time to guard against injury or accident to persons and property by reason of the condition of the street during the said improvement. And the contractor shall be responsible for any injury or damage which may occur through any negligence or inattention on his part, and the City nor its officers shall be responsible for such damage or injury.



That the contractor shall deliver all surplus material excavated from said improvement not used in the making of said improvement at such points as shall be directed by the City, but the contractor shall not be required to deliver such surplus material for a greater distance than 2000 feet, but he shall be paid for moving the same as provided in the specifications for such work. The contractor shall immediately after the completion of the said improvement remove all rubbish and material from the said street, that the said street may be used by the public for travel as soon after the completions of the said improvement as possible.

It is agreed on the part of the said City that upon the full completion of the said improvement according to the terms and conditions of this contract and the said plans and specifications and the said proposals and bid, that the said City will cause to be paid to the said contractor from the funds derived from the assessments upon the property adjacent to and liable for the said improvement, the

full amount of the said contract, *and intersections out of general funds, at prices bid*

IN TESTIMONY WHEREOF, the said City has caused this instrument to be executed by the Mayor and the Recorder of the said City and the seal of the said City to be affixed, and the said Contractor has hereunto set his hand and seal this \_\_\_\_\_ day of October, 1912

The CITY OF LERANON

By \_\_\_\_\_ Mayor

By \_\_\_\_\_ Recorder.

Passed by the council this 6 day of November 1912.

Approved by the mayor this 7<sup>th</sup> day of Nov 1912

W. W. Wimmerstein  
Mayor of the City of Lebanon

Attest J. R. Green  
Recorder.