

ORDINANCE BILL NO. 140.

ORDINANCE NO. <sup>137</sup>~~130~~

An Ordinance directed and empowering the mayor and recorder, of the City of Lebanon, in Linn County, Oregon, to make and enter into a contract in writing on behalf of the City of Lebanon, with The Warren Construction Company, a Corporation for the improvement of Sherman Street from the west line of Third Street to the west line of Park street with gravel bitulithic pavement, and for the improvement of Grant street from the east line of Second street to the <sup>West</sup> east line of Park street with gravel bitulithic pavement, and to provide for the manner and time of <sup>doing</sup> and completing the said improvement

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

Section 1:- That the mayor and recorder of the City of Lebanon, Linn County, Oregon, be and they are hereby empowered ordered and directed to make, execute and enter into a contract in writing on behalf of the said City of Lebanon, with The Warren Construction Co. a Corporation providing for the improvement of Sherman street from the west line of Third street to the west line of Park street with gravel bitulithic pavement, and for the improvement of Grant Street from the east line of Second street to the <sup>West</sup> east line of Park street with gravel bitulithic pavement, the same to be made, laid and constructed according to the plans, specifications, drawings and proposals for same now on file and of record in the office of the recorder of the City of Lebanon,

Section 2:- That the said contract provide that the said work of improving the said streets be commenced as soon as practicable and that the same be done and completed by the 15th day of October, 1913.

Section 3:- That the said contract be in substantially in the following form and substance:-



THIS AGREEMENT Made and entered into this \_\_\_\_ day of June, A. D. 1913  
by and between the City of Lebanon, in Linn County, Oregon, a Municipal  
Corporation, herein known and designated as "THE CITY" and the  
Warren Construction Company, a Corporation

herein known and designated as "THE CONTRACTOR" WITNESSETH:-

That Whereas, the common council of the City of Lebanon, Oregon, has  
provided for the improvement of Sherman street from the West line of  
Third Street to the West line of Park street with gravel bitulithic  
pavement, and for the improvement of Grant street from the east line  
of second street to the east line of Park street with gravel bitulithic  
pavement all according to certain plans, specifications, drawing, and  
proposals adopted and filed and approved by the said Council for the  
improvement of the said streets pursuant to and according to the pro-  
visions of the charter and the ordinances in the said city and the  
laws of the State of Oregon, and

WHEREAS, the said contractor in response to an advertisement for bids  
has duly filed a bid to make and construct such improvements, and

WHEREAS, by action of the said Council of the said City said bid has been  
duly accepted, and the mayor and recorder of the said City have been  
duly authorized and directed to enter into a contract with the said  
contractor to make and construct said improvements.

NOW THEREFORE in consideration of the premises the said contractor  
agrees to furnish all material, tools, implements and to furnish and per-  
form all work and labor necessary to improve said streets as follows,  
Sherman street from the west line of Third street to the West line of  
Park street, and Grant street from the east line of Second street to  
the east line of Park street with gravel bitulithic pavement according  
to the plans, specifications drawings and proposals for same now on  
file and of record in the office of the recorder of the said city of  
Lebanon, a copy of which said plans and specifications are hereto at-  
tached, and herein referred to and made a part of this contract and  
agreement, for and at the following prices, to-wit, the same being the  
prices bid and submitted by the said contractors for the said improve-



P R O P O S A L

TO THE HONORABLE MAYOR AND COMMON COUNCIL  
OF THE CITY OF LEBANON, OREGON.

GENTLEMEN:-

The undersigned proposes to furnish all material and implements and furnish and perform all labor necessary for the improvement of GRANT STREET, from the East line of SECOND STREET to the East line of PARK STREET, in accordance with the plans and specifications on file in the office of the recorder of and for the City of Lebanon, relative to the improvement of the said street, for and at the following prices;

Gravel Bitulithic Pavement, complete including the preparation of the subgrade by rolling ready for the pavement, per square yard	\$ 1.65
Excavation, per cubic yard	\$00.60
Embankment, per cubic yard	\$00.40
Concrete curb, per lineal foot, Straight	\$00.35
Concrete curb curved per lineal foot	\$00.65
Catch basins, each	\$25.00
Inlets, each	\$14.00
6" vitrified sewer pipe, per lineal foot	\$00.25

A certified check in the amount of \$500.00 as called for in the notice inviting proposals, is enclosed herewith.

Respectfully Submitted.

Warren Construction Company

By I. Enger  
Secretary.

TO THE HONORABLE MAYOR AND COMMON COUNCIL  
OF THE CITY OF LEBANON, OREGON



P R O P O S A L

Portland, Oregon, June 14,,1913

TO THE HONORABLE MAYOR AND COMMON COUNCIL  
OF THE CITY OF LEBANON, OREGON.

GENTLEMEN:-

The Undersigned propose to furnish all material and implements and perform all labor necessary for the improvement of SHERMAN STREET from the west line of Third Street to the West line of Park street in accordance with the Plans and specifications on file in the office of the Recorder of and for the City of Lebanon, relative to the improvement of the said street for and at the following prices:-

Gravel Bitulithic pavement, complete, including the preparation of the subgrade by rolling ready for the pavement per square yard	\$1.65
Excavation, for cubic yard	\$0.60
Embankment, per cubic yard	\$0.40
Concrete Curbs, straight, per lineal foot	\$0.35
Concrete curb, curved, per lineal foot	\$0.65
Catch basins, each	\$28.00
Inlets, each	\$14.00
6" Vitrified sewer pipe, per lineal foot	\$0.25

A certified check in the amount of \$500.00 as called for in notice inviting proposals, is enclosed herewith,

Respectfully submitted

Warren Construction Company,

By I. Enger  
Secretary.



The said contractor promises and agrees to commence the said work of making the said improvement as soon and practicable and to complete the same on or before the 15th day of October, 1913.

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

It is Agreed that the contractor shall be paid monthly a sum equal to 30 per cent of all finished and completed work and each class of work as set out in the specifications shall be considered and paid for separately. The remaining 20 per cent to be paid upon the completion of the entire contract and improvement; provided however the City of Lebanon 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 at the prices bid, and except to pay the same from the funds derived from the assessments upon the property liable for such improvements, and the contractor shall look solely for payment to such funds and shall not require the City by legal process or otherwise to pay the same out of any other funds, unless the City has been or shall be negligent in enforcing or collecting such assessments.

The contractor will be required in making said improvements 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 of either or any of said streets during the time of the said improvements

And the said contractor shall be responsible for any injury or damage which may occur through any negligence or inattention on his part, and the City of Lebanon, nor its officers shall be responsible for any such damage or injury to any person or property.



That the said contractor shall deliver all surplus material excavated from said streets or either of them not used in the making of said improvements at such points as shall be directed by the City, but 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 streets and improvements remove all rubbish and material from the streets that the streets may be used by the public for travel as soon after the completion of the said improvements as possible.

It is agreed on the part of the said City that upon the full completion of the said improvements according to the terms and conditions of this contract and the said plans and specifications and the said proposal and bid, that the said City of Lebanon, will cause to be paid to the said contractor from the funds derived from the assessment upon the property adjacent and liable for the said improvement the full amount of the said contract, and the intersections out of the general funds of the said City all at the prices bid for said improvements.

IN TESTIMONY WHEREOF, The said City has caused this instrument to be executed and signed by the mayor and recorder of the said City and the seal of the said city to be affixed at Lebanon, Oregon, and the contractor has set its hand and seal this \_\_\_\_\_ day of June A.D. 1913.

The City of Lebanon, Oregon,  
By W. W. W. W. W. Mayor

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

\_\_\_\_\_  
\_\_\_\_\_



Section 4:- That in as much as it is necessary that the said improvements be make and completed with as little delay as possible, and that the health, peace and safety requires that this ordinance be in full force and effect at once an emergency is hereby declared to exist, this ordinance shall be in full force and effect from and after its passage by the council and approval by the mayor.

Passed by the council this 17 day of June, 1913, the same having received the unanimous vote all all members elected to the Council taken by aye and naye on the roll being called and the vote taken and entered in the journal of the council.

Approved by this mayor this 17 day of June, 1913

W. W. W. W. W.  
Mayor of the City of Lebanon,

Attest J. M. Burtenshaw  
Recorder of the City of Lebanon,

Section 4:- That this ordinance shall be in full force and effect  
from and afters it p