

A BILL FOR AN ORDINANCE.

ORDINANCE NO. 167.

An Ordinance authorizing and directing the Mayor and Recorder of the City of Lebanon, Oregon, to enter into a contract in writing on behalf of the said City with the Warren Construction Company, a Corporation, for the improvement of that part of Grant Street extending from the West line of Second Street, West to the Railroad tracks of the Southern Pacific Company, and that part of Third street extending from the North line of Grant Street, North to the South line of Sherman Street, all in the City of Lebanon, Oregon.

WHEREAS, Under authority of Ordinance No. 165, passed by the Council and approved by the Mayor of the City of Lebanon, on the 26th day of May, 1914, entitled "An Ordinance providing for the improvement of that part of Grant Street extending from the West line of Second Street, West to the Railroad tracks of the Southern Pacific Company, and that part of Third Street extending from the North line of Grant Street, North to the South line of Sherman Street" bids, for the making of the improvement in said Ordinance specified, were duly advertised for, which bids were heretofore received and opened in the presence of the City Council on the 9th day of June, 1914;

AND, WHEREAS, the Warren Construction Company, a Corporation, was the lowest and best bidder for the following named parts of the improvement to be made, to-wit:

1. For the grading.
2. For the paving of said street with Gravel Bitulithic pavement.
3. For the laying and constructing of Gravel Bitulithic headers.
4. For the construction of proper inlets, catch basins and the laying of pipe for surface drainage,

the bids of the said Company on the said several items being as designated in the form of contract hereinafter set up, now therefore,

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

Section 1. That the Mayor and Recorder of the City of Ord. P. 1.

Lebanon, Oregon, be and they are hereby authorized and directed to make, enter into and execute, on behalf of the said City of Lebanon, a contract in writing with the said Warren Construction Company, a Corporation, providing for the making of the said improvements of that part of Grant Street extending from the West line of Second Street, West to the Railroad tracks of the Southern Pacific Company, and that part of Third Street extending from the North line of Grant Street, North to the South line of Sherman Street, to-wit:

For the grading of same and paving thereof with Gravel Bitulithic pavement, for the laying and construction of Gravel Bitulithic headers, and the construction of proper inlets, catch basins and the laying of pipe for surface drainage.

Section 2. That the said contract shall be in substantially the following form, to-wit:

C O N T R A C T

THIS AGREEMENT, made this _____ day of _____, 1914, by and between the Warren Construction Company, a Corporation, party of the first part, and the City of Lebanon, Oregon, a Municipal Corporation, party of the second part, WITNESSETH:-

That the said party of the first part, for the consideration hereinafter named, does hereby agree to furnish the material and implements and perform the labor necessary for the improvement of that part of Grant Street extending from the West line of Second Street, West to the Railroad tracks of the Southern Pacific Company, and that part of Third Street extending from the North line of Grant Street, North to the South line of Sherman Street, in the City of Lebanon, Oregon.

That all of said improvement shall be done in conformity with the terms, conditions and requirements of the plans and specifications therefor, now on file in the City Recorder's office, which are hereby referred to and made a part of this contract.

That the work shall commence within thirty (30) days after the signing of this contract, and be prosecuted with such vigor that all of the work shall be entirely completed by the 15th day of October, 1914.

That in view of the character of the work to be done, the party of the second part will be damaged to the extent of \$25.00 per day for each and every day that the completion of the work is delayed beyond the time herein specified, and said sum is hereby agreed upon as fixed and liquidated damages for such delay.

That in case said work is not completed on or before the date hereinbefore specified for the completion thereof, the party of the first part will pay to the party of the second part, as fixed and liquidated damages, the sum of \$25.00 for each and every day thereafter that the said work shall remain uncompleted which sums may be retained out of any money due or to become due under this contract insofar as such moneys shall suffice for the payment thereof; provided, however, that due allowance shall be made for delays, which in the judgment of the City Engineer of the said City of Lebanon, are not due to any fault or negligence of the party of the first part, and for delays caused by the party of the second part.

F I V E Y E A R G U A R A N T E E .

All improvements to be constructed and furnished by the party of the first part hereunder, are hereby guaranteed by the said party of the first part against any and all defects of material, workmanship or construction which shall appear within five (5) years from the date when the street is opened to traffic over said pavement.

And in case of the appearance, within said period, of any such defect or defects said party of the first part hereby agrees to make same good upon ten (10) days notice from the said City. On the failure of the said party of the first part so to do, the City may proceed to make such repairs or reconstruction as may be necessary, and the party of the first part will reimburse said City for all expenses thus incurred.

In consideration of the faithful performance of the covenants and agreements made herein by the party of the first part, the party of the second part hereby covenants and agrees to pay to the said party of the first part, as in the specifications provided, to-wit:-

For each square yard of Gravel Bitulithic pavement complete, including the surface finishing course and bituminous foundation, the sum of -- One and 50/100 ---- Dollars ----	(\$ 1.50)
For each cubic yard of excavation, the sum of	(\$.60)
For each cubic yard of fill or embankment in excess of excavation on the entire improvement --	(\$.40)
For each lineal foot of 8 inch vitrified or cement sewer pipe in place -----	(\$.50)
For each lineal foot of 6 inch vitrified or cement sewer pipe in place -----	(\$.45)
For each cubic yard excavation for sewer pipe for drainage not exceeding an average of five (5) feet in depth -----	(\$.60)
For each catch basin, Manhole type -----	(\$30.00)
For each catch basin, Inlet type -----	(\$23.00)
For each inlet, the sum of -----	(\$14.00)
For each lineal foot of Gravel Bitulithic headers -----	(\$.40)
For each lamphole -----	(\$ 5.00)

IN WITNESS WHEREOF, the above parties have caused these presents to be executed in duplicate by their respective officers, and their corporate seals to be hereunto affixed, the day and year first above written.

By _____

C I T Y O F L E B A N O N

By _____

Attest: _____

J. A. Elkuni

City Recorder.

Mayor.

Section 3. Inasmuch as this Ordinance concerns the improvement of streets it is, under Section 52 of the City Charter, Deemed to be for the peace, health and safety of the said City, and it shall therefore be in full force and effect from and after its passage by the Council and approval by the Mayor.

Passed by the Council by unanimous vote of all members thereof this 16th day of June, 1914.

Approved by the Mayor this 16th day of June, 1914.

W. J. Giesing

Mayor

Attest: _____

J. A. Elkuni

Recorder.