

ORDINANCE BILL NO. 46 FOR 1949

ORDINANCE NO. 726

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER OF THE CITY OF LEBANON TO ENTER INTO A CONTRACT WITH LORD CONSTRUCTION COMPANY FOR THE CONSTRUCTION OF STORM SEWERS IN DRAINAGE DISTRICTS FOUR AND FIVE, AND DECLARING AN EMERGENCY:

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

That the Mayor and Recorder of the City of Lebanon be and they are hereby authorized and directed to enter into a contract with the Lord Construction Company for the construction of storm sewers in Drainage Districts Four and Five, a copy of which contract is hereinafter set forth; which said contract should be executed in duplicate in behalf of the City of Lebanon, Oregon by the Mayor and attested by the Recorder as soon as possible after this ordinance shall be in force and shall be dated as the date of its execution and be substantially in words and figures as follows to-wit:

CONTRACT FOR CONSTRUCTION

This contract made and entered into this day of 1949, by and between the City of Lebanon, Oregon, by its City Council, hereinafter called the "City" and Lord Construction Company, hereinafter called the "Contractor."

WITNESSETH:

Said contractor, in consideration of the sum to be paid him by said City and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, except those to be furnished by the City as listed in "General Conditions", tools, labor and all appliances and appurtenances for the construction of Additions to the Storm Sewer System, to the extent of the Proposal made by the Contractor on the 10th day of June, 1949, all in full compliance with the Contract Documents referred to herein.

The "Advertisement for Bids", the "Information for Bidders", the signed copy of the proposal" made by the Contractor on the 10th day of June, 1949, the "General Conditions", the "Specifications" and the "Plans" which consist of 20 sheets numbered and titled as follows:

1. General Layout- Storm Sewer Laterals
2. Plan and Profile- Lateral I and Lateral "C"
3. Plan and Profile- Lateral I and Lateral "D"
4. Plan and Profile- Lateral I and Lateral "E"
5. Plan and Profile- Lateral I
6. Plan and Profile- Lateral "A" and Lateral "B"
7. Plan and Profile- Jennings Street Lateral
8. Plan and Profile- Pine Street Lateral
9. Plan and Profile- Lateral "F"
10. Plan and Profile- Lateral "G" and Lateral "G-I"
11. Plan and Profile- Tangent Street Lateral
12. Plan and Profile- Rose Street Lateral
13. Plan and Profile- Rose Street Lateral and Third Street Lateral
14. Plan and Profile- Third Street Lateral
15. Plan and Profile- Vine Street Lateral
16. Plan and Profile- Ash Street Lateral
17. Plan and Profile- Fifth Street Lateral and Sherman Street Lateral
18. Plan and Profile- Oak Street Lateral
19. Plan and Profile- Oak Street Lateral
20. Plan and Profile- Lateral "H"
21. Plan and Profile- A Street Lateral
22. Plan and Profile- B Street Lateral
23. Plan and Profile- C Street Lateral
24. Plan and Profile- D Street Lateral
25. Plan and Profile- E Street Lateral
26. Manhole, Catch Basin and Miscellaneous details

are hereby made a part of this contract and are mutually cooperative therewith.

In consideration of the faithful performance of the work herein embraced, as set forth in these contract documents, and, in accordance with the direction of the Engineer and to his satisfaction to the extent provided in the Contract Documents, the City agrees to pay to the Contractor the amount earned, computed on the Unit price basis, as determined by the Contract Documents and based on the said proposal made by the Contractor, and to make such payments in the manner and at the times provided in the contract documents.

The Contractor agrees to complete the work within the time specified herein and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said proposal.

It is agreed that the time limit for completion of the contract, based upon the proposal, shall be the _____ day of 1949, in the event the Contractor shall fail to complete the work within the time limit, or the extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be computed at the rate of FIFTEEN DOLLARS (\$15.00) per day.

In Witness whereof, we the parties hereto, each herewith subscribed the same this _____ day of _____ A.D., 1949.

CITY OF LEBANON, OREGON

BY *P. J. [Signature]*
Mayor

BY *[Signature]*
City Recorder

BY _____
Contractor


Title

Approved as to Form

City Attorney

That existing conditions are such that this ordinance is necessary for the immediate preservation of the public peace, health and safety, an emergency is hereby declared and said ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council and approved by the Mayor this 21st day of June, 1949.



Mayor

ATTEST:



City Recorder


EATON'S
CORRASABLE
BOND