

ORDINANCE BILL NO 50 for 1949

ORDINANCE NO. 730

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR AND RECORDER OF THE CITY OF LEBANON TO ENTER INTO 12 SEPARATE CONTRACTS WITH THE WARREN NORTHWEST INC. FOR THE CONSTRUCTION OF CURBING AND PAVING ON THE STREETS DESCRIBED IN THE CONTRACTS

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 12 separate contracts with Warren Northwest Inc. for the construction of curbings and paving on the streets set up as individual improvement districts hereinafter described, which said contract shall 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 of the date of its execution and shall be substantially in words and figures and shall cover the improvement districts as hereinafter set forth:

IMPROVEMENT DISTRICTS:

Vine Street from Cleveland Street to the East line of Lot 8 Block 5, Park Addition projected

A. Street from 4th Street to 7th Street

Grove Street from Elmore Street to Milton Street

B. Street from 4th Street to 7th Street

Carolina Street from Park Street to Grove Street

Cleveland Street from Grant Street to Oak Street

Isabella Street from Williams Street to Cleveland Street

Oak Street from the East bank of the Lebanon Santiam canal to the West line of River Street

Pine Street from Main St. to Carroll St

Second Street from the South side of the bridge on the Lebanon Santiam canal to 323.5 feet south of the south line of Strawberry subdivision

West Sherman Street from 3d Street to 7th Street

Walnut Street from Grant Street to the North end of Walnut Street

CONTRACT FOR CONSTRUCTION

This contract made and enter into this day of
1949, by and between the city of Lebanon, Oregon by its city
Council, hereinafter called the city and Warren Northwest
Inc. of Portland, Oregon hereinafter called the Contractor,

WITNESSETH

Said Contractor, in consideration of the sum to be
paid him by the 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 materials, except those to be furnished by the city
as listed in the general conditions, tools, labor and all
appliances and appurtenances for the construction
of the improvements of streets, to the extent of the
proposal made by the contractor on the day of
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 day of , 1949,
the general conditions, the specifications, and the
plans which consist of 3 sheets numbered and titled
as follows:

1. Typical Section
2. Plan and profile of the improvement district

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 time 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 amount 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
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 here-
with subscribed the same this day of 1949.

CITY OF LEBANON, OREGON

BY P.T. TWEED
MAYOR

BY CITY RECORDER ILLDA UNGER

CONTRACTOR

APPROVED AS TO FORM

WETH G. WILSHIRE
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 on this 5th day of July, 1949

P. T. Tweed
Mayor

ATTEST

Ilda Unger
CITY RECORDER