

A BILL FOR AN ORDINANCE AUTHORIZING AND  
DIRECTING THE MAYOR AND THE RECORDER TO  
ENTER INTO A CONTRACT FOR THE CONSTRUCTION OF PARK FACILITIES AND IMPROVEMENTS.

) ORDINANCE BILL NO. 35  
) for 1958.  
)  
) ORDINANCE NO. 1045

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

Section 1. That the Mayor and the Recorder are hereby authorized and directed to enter into the following contract:



CONTRACT FOR CONSTRUCTION

THIS CONTRACT made and entered into this 9th day of SEPT, 1958, by and between the CITY OF LEBANON, OREGON, by its CITY COUNCIL, hereinafter called the "City", and MORSE BROS., dba LEBANON SAND & GRAVEL of LEBANON, 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 the 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 City Park Facilities, to the extent of the Proposal made by the Contractor on the 19th day of AUGUST, 1958, 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 19th day of AUGUST, 1958, the "General Conditions", the "Specifications" and the "Plans" which consist of 5 sheets numbered 1 to 5 as follows:

1. Tennis Court Plan (Court Lines)
2. Tennis Court Plan (Construction Joints)
3. Tennis Court Plan Details
4. Sand Box Plan & Details
5. Multi-purpose Courts Plan & 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

time limit for completion  
Proposal states

40 days excluding Sundays  
& holidays, after notification  
to begin work -

Bid accepted at C.M. Aug. 19, 1958  
& notified Aug 20, 1958

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 7th day of OCT, 1958. 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 subscribe the same this 9th day of SEPT, 1958.

CITY OF LEBANON, OREGON

BY R. L. Luggan  
Mayor

BY J. D. Morse  
Contractor

Bartman  
Title

\_\_\_\_\_  
City Attorney

Section 2. This is a contract for the construction of Park Facilities Improvements and it is deemed necessary for the public peace, health and safety, and 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 19th day of August, 1958.

R. Luogani  
Mayor

ATTEST:

Walter Long  
City Recorder

RECEIVED  
CITY CLERK  
AUG 20 1958