

A BILL FOR AN ORDINANCE AUTHORIZING)
AND DIRECTING THE MAYOR AND THE)
RECORDER TO ENTER INTO A CONTRACT)
WITH MORSE BROTHERS, INC., an)
Oregon Corp., TO MAKE STREET)
IMPROVEMENTS, AND DECLARING AN)
EMERGENCY.)

ORDINANCE BILL NO. 21

for 1965

ORDINANCE NO. 1186

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

Section 1. That the Mayor and the Recorder of the City of Lebanon are hereby authorized and directed to enter into a contract with Morse Brothers, Inc., an Oregon Corp., for street improvements, and to obligate the City for the payment of \$11,665.50 for certain street improvements, and that the contract shall refer to the plans and specifications heretofore filed by the City Engineer and approved by the Common Council and shall be in the following form, to wit:

Section 2. That inasmuch as this Contract is for the improvement of streets, it is necessary for the peace, health and safety of the City of Lebanon that said work be done immediately, therefore, an emergency is hereby declared to exist and this Contract 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 17th day of August, 1965.

Jean R. Blalock
Mayor

ATTEST:

Vern R. Shroy
City Recorder

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this 17th day of August, 1965, by and between the City of Lebanon, Oregon, a municipal corporation, hereinafter called the "Owner," and MORSE BROTHERS, INC., an Oregon Corporation, of Lebanon, Oregon hereinafter called the "Contractor."

WITNESSETH:

Said Contractor, in consideration of the sum to be paid him by the said Owner 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, tools, labor, and all appliances, machinery, and appurtenances for the street improvements, to the extent of the Proposal made by the Contractor on the 3rd day of August, 1965, all in full compliance with the Contract Documents referred to herein.

The "Advertisement for Bids," the signed copy of the "Proposal" made by the Contractor on the 3rd day of August, 1965, the fully executed "Performance Bond," the "Information for Bidders," the "Special Provisions," the "General Conditions," the "Specifications," and the "Plans," which consist of 3 sheets entitled "City of Lebanon, Oregon, Third Street from Mary Street to North End; West Maple Street from end of pavement west 162 feet; Fifth Street from "F" Street to Airport Road," dated May, 1965, June, 1965, and March, 1959, revised April, 1964, respectively, are hereby referred to and by reference made a part of this Contract as fully and completely as if the same were fully set forth herein 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 Owner agrees to pay to the Contractor the amount bid as adjusted in accordance with the Proposal as determined by the Contract Documents, or as otherwise herein provided, 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.

The Contractor agrees to indemnify and save harmless the Owner from any and all defects appearing or developing in the workmanship or materials performed or furnished under this Contract for a period of one (1) year after the date of the written notice from the Engineer recommending final acceptance of the entire project by the Owner.

It is agreed that the time limit for the completion of the Contract, based upon the Proposal, shall be the 1st day of October, 1965. In the event that 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 TWENTY FIVE DOLLARS (\$25.00) per day. Sundays and legal holidays shall be excluded in determining days in default.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this 17th day of August A. D., 1965.

CITY OF LEBANON, OREGON

By _____
Title _____

Contractor

By _____
Title _____

Approved as to form:

City Attorney
