

AN ORDINANCE AUTHORIZING THE MAYOR)
AND THE RECORDER TO ENTER INTO A)
CONTRACT WITH M & S CONSTRUCTION)
CO.)
FOR THE CONSTRUCTION OF AN INTER-)
CEPTOR AND PUMP STATION IN CONNECTION)
WITH THE SEWER SYSTEM, AND TO OBLIGATE)
THE CITY FOR THE PAYMENT OF \$97,620.50;)
AND DECLARING AN EMERGENCY.)

ORDINANCE BILL NO. 23
for 1965
ORDINANCE NO. 1188

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF LEBANON:

Section 1. That the Mayor of the City of Lebanon and the Recorder of the City of Lebanon are hereby authorized and instructed to enter into a contract with M & S CONSTRUCTION CO. for the construction of an interceptor and pump station in connection with the sewer system, and to obligate the city for the payment of \$ 97,620.50 for said work and improvements.

Section 2. That said contract shall refer to the plans and specifications which were the basis of the bid by the said contractor, and shall require the completion of the work and services in accordance with said plans and specifications.

Section 3. That said contract shall be in the following form, to wit:

Section 4. Inasmuch as this contract is for the construction and improvement of Lebanon's sewer system it is necessary for the said work to be done immediately, therefore, an emergency is hereby declared to exist and this Ordinance and 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 this 26th day of August, 1965.

ATTEST:

Walter R. Thomas
City Recorder

Joseph R. Black
Mayor

CONTRACT FOR CONSTRUCTION

THIS CONTRACT, made and entered into this _____ day of _____
1965, by and between the City of Lebanon, Oregon (a municipal
corporation) hereinafter called the "Owner," and

of _____
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, ma-
chinery, and appurtenances for the construction of the West
Side Interceptor and Pump Station
to the extent of the Proposal made by the Contractor on the _____ day of
_____ 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 _____ day of _____ 1965, the fully
executed "Performance Bond," the "Information for Bidders," the
"Special Provisions," the "General Conditions," the "Specifications,"
and the "Plans," which consist of 7 sheets entitled "City of Lebanon,
Oregon, West Side Interceptor and Pump Station."

Drawing No. C3604-1 or E3604-1, dated May, 1965, 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 accord-
ance with the direction of the Engineer and to his satisfaction to the ex-
tent provided in the Contract Documents, the Owner agrees to pay to
the Contractor the amount bid as adjusted in accordance with the Pro-
posal 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 speci-
fied herein and to accept as full payment hereunder the amounts com-
puted 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 or entire schedule by the Owner.

It is agreed that the time limit for the completion of the Contract, based upon the Proposal, shall be the _____ day of _____ 19____. 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 SEVENTY-FIVE DOLLARS (\$75.00) 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 _____ day of _____ A. D., 1965.

CITY OF LEBANON, OREGON

By _____
Title _____

Contractor

By _____
Title _____

Approved as to form.

City Attorney