

A BILL FOR AN ORDINANCE AUTHORIZING AND )  
DIRECTING THE MAYOR AND RECORDER TO ENTER )  
INTO A CONTRACT FOR A LOCAL IMPROVEMENT )  
DISTRICT FOR THE CONSTRUCTION OF SANITARY )  
SEWER IMPROVEMENTS KNOWN AS GILBERT DRIVE )  
SANITARY SEWER EXTENSION, AND DECLARING )  
AN EMERGENCY. )

ORDINANCE BILL NO. 20  
for 1981

ORDINANCE NO. 1846

THE CITY OF LEBANON ORDAINS 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. for the construction of sanitary sewer improvements known as Gilbert Drive Sanitary Sewer Extension and to obligate the City of Lebanon for payment of \$62,710.14. In accordance with Section 7 of the ordinance relating to local improvements (Ordinance No. 1681), the total amount of the Contract adjusted to reflect final quantities and change orders, if any, is not to exceed \$68,981.15.

SEE ATTACHED BID EXHIBIT "A"

The Contract shall refer to the plans and specifications heretofore filed by the City Engineer and approved by the Council and shall be shown in attached Exhibit "B".

Section 2. That inasmuch as this Contract for the construction of Gilbert Drive Sanitary Sewer Extension is necessary for the peace, health and safety of the City of Lebanon, an emergency is said to exist and this Ordinance shall be in full force and effect immediately upon its passage by the Council and approval by the Mayor.

Passed by the Council by a vote of 5 for and 0 against and approved by the Mayor this 10th day of June, 1981.

ATTEST:

Paul S. Hair  
Recorder

Robert Smith  
Mayor

CONTRACTOR'S PROPOSAL

GILBERT AVENUE SANITARY SEWER EXTENSION

ITEM	AMOUNT
1. MOBILIZATION, BOND, CLEARING & GRUBBING, CLEAN UP ONE THOUSAND SIX HUNDRED TWO DOLLARS Lump Sum & EIGHTEEN CENTS LUMP SUM (\$ 1602.18 ) LUMP SUM	1602.18
2. TRAFFIC CONTROL, Lump Sum ONE THOUSAND TWO HUNDRED FORTY TWO DOLLARS & ZERO CENTS LUMP SUM (\$ 1242.00 ) LUMP SUM	1242.00

SANITARY SEWER

Trench excavation, backfill, bedding, pipe -- in place

a) 12 inch Sanitary Sewer Pipe Rock Backfill 548 l.f. TWENTY SIX DOLLARS & SEVEN CENTS PER LINEAL FOOT (\$ 26.07 ) PER LINEAL FOOT	14,286.36
b) 10 inch Sanitary Sewer Pipe Rock Backfill 500 l.f. TWENTY DOLLARS & FIFTY CENTS PER LINEAL FOOT (\$ 20.50 ) PER LINEAL FOOT	10,250.00
c) 8 inch Sanitary Sewer Pipe Rock Backfill 100 l.f. TWENTY SEVEN DOLLARS & FIFTY FIVE CENTS PER LINEAL FOOT (\$ 27.55 ) PER LINEAL FOOT	2755.00

ITEM

AMOUNT

d) 8 inch Sanitary Sewer Pipe 685 l.f.  
Native Backfill

EIGHT DOLLARS  
& TEN CENTS PER LINEAL FOOT  
(\$ 8.<sup>10</sup>) PER LINEAL FOOT

5548.50

e) 6 inch Sanitary Sewer Pipe 165 l.f.  
Rock Backfill

TWENTY FIVE DOLLARS  
& FIFTY SEVEN CENTS PER LINEAL FOOT  
(\$ 25.57) PER LINEAL FOOT

4219.05

f) 4 inch Sanitary Sewer Pipe 315 l.f.  
Rock Backfill

NINETEEN DOLLARS  
& THIRTY CENTS PER LINEAL FOOT  
(\$ 19.30) PER LINEAL FOOT

6,079.50

g) 4 inch Sanitary Sewer Pipe 120 l.f.  
Native Backfill

ELEVEN DOLLARS  
& SEVENTY NINE CENTS  
(\$ 11.79) PER LINEAL FOOT

1414.80

4. STANDARD MANHOLES 7 each

ONETHOUSAND THREE HUNDRED TWENTY THREE  
DOLLARS

& SEVENTY SEVEN CENTS PER EACH  
(\$ 1323.77) PER EACH

9266.39

5. STANDARD CLEANOUTS ( 6 inch) 3 each

TWO HUNDRED NINETY SEVEN  
DOLLARS

& FIFTY EIGHT CENTS PER EACH  
(\$ 297.58) PER EACH

892.74

ITEM

AMOUNT

6. ASPHALTIC CONCRETE STREET PATCHING 81 l.f.  
(Oak Street Pavement Crossings)

ELEVEN DOLLARS  
& THIRTY THREE CENTS PER LINEAL FOOT  
(\$ 11.33 ) PER LINEAL FOOT

917.73

7. ASPHALTIC CONCRETE STREET PATCHING 328 l.f.  
(Gilbert, 12th, Airway and Driveways)

*EDB*

SIX DOLLARS  
& SIX CENTS PER LINEAL FOOT  
(\$ 6.06 ) PER LINEAL FOOT

1987.68

8. CULVERT CROSSING Lump Sum

FOURTY EIGHT  
TWOTHOUSAND TWOHUNDRED DOLLARS  
& TWENTY ONE CENTS PER LUMP SUM  
(\$ 2248.21 ) PER LUMP SUM

2248.21

TOTAL

62,710.14 *[Signature]*

P R O P O S A L

Honorable Mayor and City Council  
City Hall  
925 Main Street  
Lebanon, OR 97355

BIDDER: MORSE BROS., INC.

DATE: May 28, 1981

The undersigned hereinafter called the Bidder declares that the only person(s) interested in this Proposal are those named herein; that the Proposal is in all respects fair and without fraud; and, that it is made without any connection or collusion with any other person making a Proposal on this Project.

The Bidder further declares that he has carefully examined the Plans, Specifications, and Contract Documents, hereinafter referred to as the Document, for the construction of the proposed project improvement; that he has personally inspected the site; that he has satisfied himself as to the type and quantities of materials, the types of equipment, the conditions of and the work involved, including the fact that the description of and the quantities of work and materials, the types of equipment, the conditions of and the work involved as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Document; and, that this Proposal is made in accordance with the provisions and the terms of the Contract and included in the Document.

The Bidder further agrees that he has exercised his own judgment regarding the interpretation of subsurface information and has obtained and utilized all data which he believes pertinent from the City Engineer, hereinafter referred to as the Engineer, the City of Lebanon, hereinafter referred to as the City, and such other sources of information as he determined appropriate in arriving at his conclusion.

The Bidder further declares that the provisions required by the Oregon Revised Statutes (ORS) 279.350 relating to Prevailing Wage Rates shall be included in and made a specific part of his Contract. The Bidder further declares that all other applicable sections relating to Public Contracts and Purchasing as set forth in ORS Chapter 279 have been complied with in making this Proposal and, as required, shall be made a part of the Document as completely as if the same were fully set forth herein.

The Bidder agrees that if this Proposal is accepted he will within seven (7) days, not including Sundays and legal holidays,

after notification of acceptance execute the Contract with the City in the form of the Contract included in the Document, and shall at the time of the execution of the Contract, deliver to the City the Performance and Payment Bond required herein.

The Bidder further agrees that he shall, to the extent of his Proposal, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all of the materials necessary to complete the work in the manner, in the time, and according to the methods as specified in the Document and required by the Engineer.

The Bidder further agrees to begin work within ten (10) calendar days after the date of the notice to proceed and to complete the construction of the project in all respects within sixty (60) calendar days after written notice to proceed with the Contract by the City.

In the event the Bidder is awarded the Contract and shall fail to complete the work within the time limit as specified, or the extended time limit as agreed upon and as more particularly set forth in the Contract Documents, the Bidder shall pay to the City liquidated damages at the rate of One Hundred Fifty Dollars (\$150) per day until all work as awarded under the Contract shall have been completed as provided in the Document. Sundays and legal holidays shall be excluded in determining days in default.

The Bidder further agrees to accept as full payment for the work proposed under this project, as herein specified and under the provisions included in the Document, based on the bid price for a specific unit as included in the Proposal and that the Unit Bid Price represents a true measure of the labor and materials required to perform the work including all allowances for overhead and profit for each type of work called for in the Document.

The Bidder further declares that he has read and fully complied with the mandatory use of materials, etc., as required by ORS 279.036, 279.038 and ORS 279.040 and as further set forth in the Information for Bidders.

It is further agreed that in the event that the Bidder shall fail or refuse to execute the Contract and furnish the specified Performance and Payment Bond within ten (10) days, not including Sundays and legal holidays, after receipt of notification that his proposal has been accepted and that he has been awarded the contract, that the Bidder shall forfeit the Bid Security in the amount of 10% of Bid Dollars (\$ \_\_\_\_\_), said Bid Security having been deposited with the City in accordance with the conditions contained in the Document and that the entire sum of the Bid Security shall be retained by the City as a fair measure of the amount of damages sustained by the City resulting from expenses incurred and the delays resulting from the failure to execute the Contract as set forth.

If the Bidder is awarded a construction contract on this Proposal the Surety who provides the Performance and Payment Bond will be

Morse Bros. Co.

whose address is 1502 SW 1st Ave. Portland, OR

The name of the Bidder submitting this proposal is \_\_\_\_\_

**MORSE BROS., INC.**

doing business at P.O. Box 7

Lebanon, OR 97355

which is the address to which all communications concerned with the Proposal and with the Contract shall be sent.

The name of the Principal Officers of the Corporation or of the Partnership of or all persons interested as Principals in and has submitted this Proposal are as follows:

J. D. Morse

W. F. Morse

J. W. Morse

(If Corporation)

In witness whereof the undersigned Corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this 28 day of May

, 1981.

**MORSE BROS., INC.**

Name of Corporation

By: [Signature]  
**CONSTRUCTION MANAGER**  
~~Executive Vice-President~~

Title

Attest [Signature]

~~Secretary~~ **R. H. BELLINGER**  
ASSISTANT SECRETARY

(If Partnership)

In witness whereof the undersigned Partnership has caused this instrument to be executed by its duly authorized officer (s) this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Name of Partnership