

ORDINANCE NO. 1079

A BILL FOR AN ORDINANCE Authorizing the Mayor and Recorder of the City of Albany, Oregon, to enter into a contract with the Jacobsen-Jensen Co., a corporation, organized and existing under and in pursuance of the general laws of the State of Oregon and having its office and principal place of business in the City of Portland, Multnomah County, Oregon, for the construction of a main sewer over the following described route, to-wit:

Commencing at the Willamette River at the foot of Montgomery Street and running thence in a Southerly direction on Montgomery Street to a point where Montgomery Street, if extended, would intersect with Twelfth Street, if Twelfth Street were extended, thence Westerly on a line which would be on Twelfth Street, if extended, to a point on Twelfth Street which is approximately 250 feet Easterly on Twelfth Street from the West line of Vine Street.

and declaring an emergency:

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

WHEREAS, The City of Albany has heretofore ordered that a main sewer be constructed over the following described route, to-wit:

Commencing at the Willamette River at the foot of Montgomery Street and running thence in a Southerly direction on Montgomery Street to a point where Montgomery Street, if extended, would intersect with Twelfth Street, if Twelfth Street were extended, thence Westerly on a line which would be on Twelfth Street, if extended, to a point on Twelfth Street which is approximately 250 feet Easterly on Twelfth Street from the West line of Vine Street.

said improvement to be made in accordance with the charter and ordinances of the City of Albany and the plans, specifications and estimates of Engineers Stevens & Koon on file with the Recorder of the City of Albany, and

WHEREAS, It has been heretofore provided that the Recorder of the City of Albany give notice for bids for the making of said improvement in the manner provided by law and by ordinance, and

WHEREAS, After due notice and advertisement for bids made and given by the Recorder of the City of Albany according to law, to-wit: On the 12th. day of July, 1923, Jacobsen-Jensen Co., a corporation, presented to the Council of the City of Albany its bid for making said improvement, which bid was made in due form and in conformity with all conditions imposed by law and the Council; by which said bid the Jacobsen-Jensen Co. proposed to furnish all materials and implements and perform the labor necessary to make the above described improvement, in accordance with the plans and specifications therefor, heretofore mentioned, and

WHEREAS, The said Jacobsen-Jensen Co. was the lowest and best bidder for said proposed improvement and said bid was the lowest and best bid therefor;

Section 1. That the bid of Jacobsen-Jensen Co. for said improvement by the construction of said main sewer be and the same is hereby accepted and the Mayor and Recorder of said City are hereby authorized to enter into a contract in writing with the said Jacobsen-Jensen Co., a corporation, for

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the making of said improvement, which said contract shall be in words and figures, substantially as follows, to-wit:

THIS AGREEMENT OF CONTRACT Made and entered into at Albany, Linn County, Oregon this ____ day of July, 1923 by and between the City of Albany, Linn County, Oregon, one of the regularly organized and existing cities and towns of the State of Oregon, and a municipal corporation of the State of Oregon, hereinafter designated as the party of the first part; and the Jacobsen-Jensen Co., a corporation, organized and existing under and in pursuance of the general laws of the State of Oregon, with its office and principal place of business in the City of Portland, Multnomah County, Oregon, hereinafter designated as the party of the second part:

W I T N E S S E T H:

THAT WHEREAS, The City of Albany, Linn County, Oregon, the party of the first part has heretofore caused to be prepared certain plans and specifications for the construction of a certain main sewer in and for the City of Albany, Linn County, Oregon, and the Jacobsen-Jensen Co. the party of the second part, did on the 12th. day of July, 1923, file in the office of the City Recorder of the City of Albany, Oregon, a copy of said specifications together with its proposal to furnish material and labor and construct the main sewer referred to in Schedule A and agreeing to accept as payment therefor the sums therein fully set forth, and

WHEREAS, The said plans, specifications and proposal fully and accurately describe the terms and conditions upon which the party of the second part proposes to furnish said materials and labor and perform said work, together with the manner and time of furnishing the same;

IT IS, THEREFORE, AGREED:

FIRST: That a copy of said specifications and proposal filed as aforesaid on the 12th. day of July, 1923 be attached hereto and hereby referred to and made a part hereof and that the same does in all particulars become a part of the agreement and contract between the parties hereto in all matters and things therein set forth and described; and further that the City of Albany, Oregon, and the party of the second part hereby accepts and agrees to the terms and conditions of said specifications and proposal filed, except as hereinafter provided, as follows:

SECOND: That the party of the second part agrees to build the portion of the Montgomery-Twelfth Street main sewer on Montgomery Street of thirty-six inch internal diameter reinforced concrete pipe manufactured by and under the process of the Pacific Lock Joint Pipe Company, said pipe to have a wall thickness of not less than four inches and in all stages of manufacture and use to be subject to the inspection and tests of the Engineers of the party of the first part; such thirty-six inch sewer shall be built to the grade shown on the plans and specifications, and with the

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provision for the payment therefor as provided for and by the plans and specifications.

THIRD: That the outlet of said Montgomery-Twelfth Street sewer shall be built substantially as required by the plans and specifications, but as changed to conform to the higher point of outlet on account of the thirty-six inch sewer, such change in outlet shall not entitle the party of the second part to any additional compensation.

FOURTH: That a twenty-one inch vetrified pipe sewer shall be built on that portion of the Montgomery-Twelfth Street sewer on Twelfth Street, if extended, at the unit price stipulated therefor under the special item of the proposal of said party of the second part, and that the said party of the second part hereby waives any and all claim or claims whatsoever for payment for excavating and back-filling in excess of that specified in the proposal for an eighteen inch pipe.

FIFTH: That the party of the second part agrees to remove at its own cost and expense and dispose of any and all excavated material that cannot be returned to the brenches in back-filling.

SIXTH: That the party of the second part further agrees that it will promptly as due, make payment to all persons supplying to it labor or materials for the prosecution of the hereinabove described work and that said party of the second part shall not permit any lien or claim to be filed or prosecuted against the party of the first part for and on account of any material or labor furnished for said work.

SEVENTH; The party of the second part also covenants and agrees that no person shall be employed on said work for more than eight hours in any one day or more than forty-eight hours in any one week, unless, in case of an emergency and when no other competent labor is available, and in case of an emergency the party of the second part hereby agrees that such labor shall be paid double wages for over time.

EIGHTH: That the plans and specifications and proposal annexed hereto marked "Exhibit A" is hereby made a part of this contract and agreement as fully and absolutely as if they were herein set out in hec verba

IN WITNESS WHEREOF, The said party of the second part by resolution of its Board of Directors duly adopted, does cause these presents to be subscribed and its corporate seal to be hereunto affixed by its duly authorized officers and said party of the first part by and through virtue of an ordinance regularly passed does cause these presents to be signed in duplicate, all as of the day and year first above written.

Attest:
Recorder of the City of
Albany, Oregon.

CITY OF ALBANY, OREGON,
A municipal corporation.

By _____
As Mayor
Party of the First Part.

JACOBSEN-JENSEN CO., A CORPORATION.
By _____
As President.

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Section II. Now, therefore, the Council hereby declares that it is necessary for the public peace, health and safety of the people of the City of Albany that the foregoing contract be entered into immediately and an emergency exists and the Council hereby declares that an emergency exists and this Ordinance shall be in full force and effect from and after the date of its passage by the Council and approval by the Mayor.

Passed by the Council, July 13th. 1923.

Approved, by the Mayor, July 13th. 1923.

P. A. Young,

Mayor

Attest: D. H. Rodine,

Recorder of the City of Albany, Oregon.

STATE OF OREGON,)

(ss

County of Linn,)

I, D.H. Rodine, Recorder of the City of Albany, in Linn County, and State of Oregon, do hereby certify that the foregoing and annexed copy of Ordinance No. 1079 has been by me carefully compared with the original Ordinance Bill No. 1177 now on file in my office and that it is a true and correct copy of all and the whole of said Ordinance Bill No. 1177, passed by the Council July 13th. 1923, and approved by the Mayor, July 13th. 1923.

WITNESS, my hand and official signature and the seal of the City of Albany this 31 day of December, 1924.



Recorder of the City of Albany.