

C O N T R A C T

THIS CONTRACT, made and entered into this _____ day of _____, 1971, by and between DURAMETAL FOUNDRY COMPANY, INC., an Oregon corporation, 9560 S. W. Herman Road, Tualatin, Oregon 97062, hereinafter called Contractor, and the CITY OF PORTLAND, a municipal corporation of the State of Oregon, by and through its Mayor and its Commissioner of Public Utilities, hereinafter called City,

W I T N E S S E T H:

WHEREAS City desires to have made 105 ornamental street light units for Urban Renewal Area II in Portland, Oregon, and

WHEREAS City has and is willing to furnish to Contractor patterns for said units, including standards and components, and

WHEREAS Contractor is ready and willing to cast said street light units by using the said patterns at a unit cost of \$361.90 each, f.o.b. Contractor's foundry, in lots of 100 units or more,

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, it is hereby agreed by and between the parties hereto as follows:

1. Patterns. City hereby agrees to provide and furnish patterns for the fabrication of the ornamental street light standards and components to be furnished by Contractor hereunder. City agrees to deliver said patterns to Contractor's place of business at 9560 S. W. Herman Road, Tualatin, Oregon. Contractor agrees to provide normal maintenance to City's patterns at no additional cost to the City and to store said patterns in a storage area acceptable to City when not in use. Contractor further agrees to deliver said patterns to City when the contract requirements hereunder for use of the patterns are fulfilled. It is expressly understood and agreed by the parties that Contractor shall not alter or change said patterns in any manner.

2. Castings. Contractor agrees to use City's patterns and to manufacture, fabricate, furnish and deliver to City at the foundry 105 complete sets of castings in accordance with detailed scale drawings supplied by City for ornamental street light standards and components, said castings to be of cast iron conforming to ASTM-A-159-68-6-3000 specifications, or equal. All mating surfaces of castings shall be ground clean

and shall be free from any obstructions, to insure proper fit. The castings furnished to City hereunder shall have a prime coat of paint of Rodda No. 21745 green steel finish, or equal. Contractor shall supply all machining labor, including drilling and tapping, required to assemble each unit as a complete light pole.

3. Contract Completion and Acceptance. Contractor agrees to deliver all castings furnished hereunder, f.o.b. Contractor's place of storage, within ninety (90) calendar days from date of transmittal by the City of a copy of this contract signed by all the parties hereto. After completion and delivery of the finished castings to City, and after acceptance by the Director of the Bureau of Lighting of castings fabricated, City will complete its pickup of castings made pursuant hereto within ninety (90) calendar days after such acceptance.

4. Storage. Contractor agrees to store castings on Contractor's premises pending pickup by City's employees or agents, in a place readily accessible for loading into trucks furnished by City, and in a place acceptable to the Director of the Bureau of Lighting of City.

5. General:

(a) Contractor hereby agrees to save City free from all loss or damage that may result from the wrongful or unauthorized use of any patented article or process hereunder.

(b) All statutory, charter and ordinance provisions that are applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this contract.

(c) Contractor hereby agrees that neither this contract nor any interest herein shall be transferred to any other party or parties without the prior written consent of the City, and, in case of such transfer, City may refuse to carry out this contract with either the transferor or the transferee.

(d) All rights of action for any breach of this contract by Contractor are reserved to City, and no officer of City nor any person employed in its service is or shall be permitted any share in this contract or any part thereof, or is or shall be entitled to any pecuniary benefit which may arise herefrom.

(e) Contractor further agrees to make payment promptly as due to all persons supplying labor, materials or services

for the prosecution of the work and the delivery of supplies and services provided for herein, and Contractor shall not permit any lien or claim to be filed or prosecuted against the City for or on account of any labor, materials, or services furnished as aforesaid.

(f) Contractor hereby agrees that this contract may be cancelled or terminated at the election of the City for any willful failure or refusal on the part of Contractor to perform faithfully this contract according to its terms.

6. Warranty. Contractor hereby warrants the finished castings furnished hereunder to be free from defects in materials and/or workmanship, and hereby agrees, for a period of one (1) year from date of final acceptance, to replace, without cost to City, any units not acceptable to the Director of the Bureau of Lighting of City at the time of delivery or at any later time upon discovery of any such defects in materials and/or workmanship within the warranty period.

7. Performance Bond. Contractor agrees to furnish to City a performance bond in the total sum of \$37,999.50, conditioned that Contractor shall faithfully and punctually comply with all of the provisions of this contract, including any warranty therein, and including any specifications and addenda, if any, thereto, as cited in this contract, and shall save the City free from all loss or damage that may result from its failure so to do; that Contractor shall fully secure and pay the just claims of all persons, if any there be, furnishing labor or material under said contract, and shall fully comply with all of the provisions of the charter and the ordinances of the City of Portland and the laws of the State of Oregon relating to public contracts, in so far as the same are applicable to this contract. Said bond shall also bind the Surety by a provision that no termination or cancellation of this bond shall relieve the Surety from his or its obligation for the performance by the Contractor as Principal of any and/or all provisions of this contract, including all warranty or warranty provisions relating thereto, as to work performed or materials or equipment or services delivered or rendered prior to the termination or cancellation.

8. Payment: City hereby agrees to pay Contractor the unit price of Three Hundred Sixty-one and 90/100 Dollars (\$361.90), f.o.b. Contractor's place of storage, upon delivery and acceptance of the ornamental light standards and components furnished hereunder, by the Director of the Bureau of Lighting of City, or his duly authorized representative, and the Commissioner of Public Utilities, or her duly authorized representative.

IN WITNESS WHEREOF, Contractor has caused this contract to be executed in triplicate by its duly authorized representative,

and City has caused the same to be executed in triplicate by its Mayor and its Commissioner of Public Utilities, all on the day and year first above written and pursuant to Ordinance No.

DURAMETAL FOUNDRY COMPANY, INC.

(Affix Corporate Seal)

BY _____

(Title)

CITY OF PORTLAND

BY _____
Mayor

BY _____
Commissioner of Public Utilities

Approved as to Form:

City Attorney

(This contract prepared in the office of the
City Attorney, City Hall, Portland, Oregon.)

ORDINANCE NO. 132367

An Ordinance authorizing a contract without advertising for bids with Durametal Foundry Company, Inc., for furnishing castings and components from City's exclusive patterns for 105 ornamental street light units for the Urban Renewal Area II, for the Bureau of Lighting, authorizing the drawing and delivery of warrants therefor, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds that the Director of the Bureau of Lighting, Utility Rates and Use, Department of Public Utilities, has negotiated with the staff of the Portland Development Commission for a unique type of street lighting in the Urban Renewal Area II; that the Portland Development Commission maintains jurisdiction as to the type of structures to be installed in areas subject to their management, and the street lighting programmed for the Urban Renewal Area II must also meet the objectives of compatible esthetic design plus utilitarian functions; that the double pendant ornamental standards, now used in the downtown area particularly on the north-south streets, meet the needs of Urban Renewal Area II, but the original supplier of said standards is no longer available to the City; that the Portland Development Commission has obtained the necessary patterns for said ornamental standards and components and has turned over said patterns to the City; that the Portland Development Commission is willing to contribute the difference in cost of installation of ornamental street lighting in lieu of street lighting ordinarily used; that the Director of Lighting, Utility Rates and Use has recommended that a contract be authorized with Durametal Foundry Company, an Oregon corporation, 9560 S. W. Herman Road, Tualatin, Oregon 97062, for furnishing castings made from patterns furnished by City for such ornamental street light standards at a unit price of \$361.90 each, f.o.b. factory, and said recommendation has been approved by the Commissioner of Public Utilities; that said price was the lowest informal quotation received by City for said project, and because of the urgency of the project and the impracticability of obtaining competitive bids, it is in the public interest that the City accept the offer of Durametal Foundry Company, Inc. without delay; now, therefore, the Mayor and the Commissioner of Public Utilities hereby are authorized to enter into a contract without advertising for bids with Durametal Foundry Company, Inc., 9560 S. W. Herman Road, Tualatin, Oregon 97062,

ORDINANCE No.

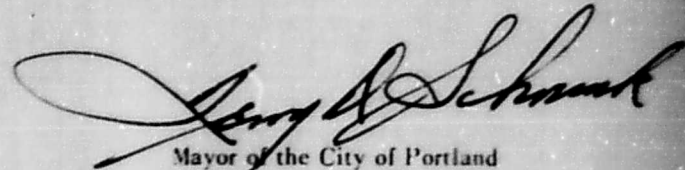
for furnishing 105 ornamental street light standards and components from patterns furnished by City, said contract to be substantially in accordance with the form of contract marked Exhibit "A," attached to the original only of this ordinance, and by this reference made a part hereof.

Section 2. The Mayor and the Auditor hereby are authorized and directed to draw and deliver a warrant or warrants pursuant to said contract authorized in Section 1 hereof, payable to Durametal Foundry, Company, Inc., said warrant or warrants to be charged to the Street Lighting Fund, Appropriation Street Lighting Installation (5645.288), when demand is presented, approved by the proper authorities.

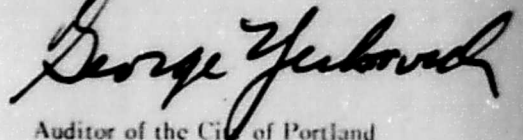
Section 3. Inasmuch as this ordinance is necessary for the immediate preservation of the public health, peace and safety of the City of Portland in this: in order that the City may take advantage of the price mentioned in Section 1 hereof, the contract hereinbefore authorized should be entered into without delay; therefore, an emergency hereby is declared to exist, and this ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, MAR 18 1971

Com'r McCready
March 16, 1971
MCR:pm


Mayor of the City of Portland

Attest:


Auditor of the City of Portland

Calendar No. 1016

ORDINANCE No. 132367

Title

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THE COMMISSIONERS VOTED AS FOLLOWS:

	Years	Days
Anderson	1	
Goldschmidt	1	
Ivancie	1	
McCreedy	1	
Schmunk	1	

FOUR-FIFTHS CALENDAR

Anderson	
Goldschmidt	<i>[Signature]</i>
Ivancie	<i>[Signature]</i>
McCreedy	<i>[Signature]</i>
Schmunk	<i>[Signature]</i>

Filed MAR 17 1971

GEORGE YERKOVICH

Auditor of the CITY OF PORTLAND

By *[Signature]*

Deputy

INTRODUCED BY

Commissioner McCreedy

DRAWN BY

MCR:pm

Date March 17, 1971

NOTED BY THE COMMISSIONER

Affairs

Finance and
Administration

Safety

Utilities

Works

City Attorney

NOTED BY THE CITY AUDITOR

[Signature]

APPROVED

Date

By

City Engineer

Date

By