

COMMISSIONER'S RECORD N

Douglas County Republican, Lawrence

With J. C. Harper City Engineer, and C. B. Hosford, interested property owner, the Board discussed the construction of Sewer District No. 3. The following written request for said construction was presented to the Board:

November 19, 1942

Board of County Commissioners
of Douglas County, Kansas

Gentlemen:

The undersigned being the owners of all the property embraced in Sewer District #3, respectfully request you to enter into a contract with the City of Lawrence for the construction of the proposed sewer for Sewer District #3.

Signed: Helen J. HosfordL. R. HollingsworthElizabeth Shaft Erwin

Pursuant thereto, the following contract was entered into between the County and the City:

DOUGLAS COUNTY

CONTRACT FOR CONSTRUCTION OF

SEWER DISTRICT No. 3A

This contract made and entered into this 25th day of November, 1942, by and between City of Lawrence, Kansas, party of the first part, and the County of Douglas, party of the second part.

WITNESSETH: That the said party of the first part has agreed and by these presents does agree with the said party of the second part, for the consideration of the prices herein named, to furnish at its own expense all labor, materials, tools and appliances required for construction purposes, and to do all the work of whatever kind necessary to construct and complete in first class substantial workmanlike manner, ready for use, Intercepting Sanitary mains all in strict accordance with the plans, and specifications as provided by the Engineer, all of which are made a part of this contract by reference, and are binding on the several parties hereto. All work to be done to the satisfaction of the Engineer and final acceptance by the City.

NOW THEREFORE, said first party agrees and binds himself, his heirs executors and assigns, itself, its successors and assigns, to furnish all labor and materials, and do all work of completing the aforesaid improvement in accordance with the said plans and specifications, and to the satisfaction of the County Commissioners.

TERMS: Whenever the term "contractor" or pronoun in place thereof is used in this contract it shall be taken to mean the party of the first part to this contract. Whenever the terms "Governing Body" or "City", or County Commissioners, or "Engineer" is used or the pronoun in place thereof they shall be taken to mean the parties of the second part to this contract, and the City Engineer respectively.

TIME: The work herein contemplated shall be begun within thirty days (30) from the execution of this contract and shall be fully completed within () working days thereafter. Working days as used herein shall refer to all days thereafter. Working days as used herein shall refer to all days except Sundays and legal holidays, except as herein otherwise provided.

INTENT OF SPECIFICATIONS: It is the intent of those specifications to cover the work and materials necessary to construct and complete in place ready for use first class sanitary sewer mains and to clear the right of way of all waste materials, earth, etc., and to replace in good condition all structures, fences, walks, streets, curbs, gutters and railway crossings, in good condition.

SUB-LETTING: The Contractor shall not transfer this contract without the approval of the Commissioners, in writing or by Ordinance. No transfer shall, under any circumstances, relieve the Contractor of his liabilities and obligations under it.

PRECAUTIONS: The Contractor shall put up and maintain sufficient lights at night, suitable barricades, and take any other and all proper precautions to guard against damage or injury to property or persons and shall interfere as little as practical with the use of the streets.

PRICES INCLUDE: The price per unit, as hereinafter stated, shall include and be in full compensation of all labor, materials, tools or supplies of whatever nature that are employed or used in the prosecution of the work herein contemplated, according to the terms and conditions of this contract and specifications.

RESIDENT ENGINEER AND INSPECTORS: The Engineer may appoint a resident Engineer and such inspectors as shall be necessary, and orders given by such resident Engineer, or such inspectors in relation to the work on which they are assigned, relative to any detail of the work, shall have the same force and effect as if given by the Engineer in person.

PLANS AND SPECIFICATIONS: The plans and specifications on file with the City Clerk, relating to the work herein contemplated and any plans made by the Engineer subsequent to the date of this contract of any explanatory nature thereto are understood to be a part of this contract and specifications.

The Contractor shall be furnished a set of plans and specifications and shall keep same on the work at all times.

STAKES FOR LINE AND GRADE: All work shall be staked by the Engineer and the Contractor shall be responsible for protecting said stakes until the construction which they govern is complete and on failure or neglect to so protect said stakes, the Engineer may reset stakes at the expense of the Contractor.