

bonds hereafter issued on a parity therewith will be payable solely from the revenues of the sewage works and will not constitute an indebtedness of the City within the provisions and limitations of the Constitution of the State of Indiana.

The unqualified approving opinion of Ross, McCord, Ice & Miller, bond counsel of Indianapolis, together with the printed bonds, a transcript of the proceedings had relating to the issuance of said bonds and the usual certificates showing no litigation pending or threatened at the time of the delivery of the bonds, will be furnished to the purchaser at the expense of the City. No conditional bids will be considered and the right is reserved to reject any and all bids. If any acceptable bid is not received at the time herein fixed, the sale will be continued from day to day thereafter without further advertising for a period of thirty (30) days, during which time no bid which is lower than the highest bid received at the time of the advertised sale will be considered.

The Civil City of Lebanon has no other indebtedness of any kind other than the sewage works revenue bonds now being offered.

A statement prepared for the City including a copy of the bond ordinance and engineering and financial data may be obtained upon application to the undersigned City Clerk-Treasurer.

Dated this 30th day of July, 1957.

(Signed)

R. H. Kinkaid  
Clerk-Treasurer of City of Lebanon,  
Boone County, Indiana

#### AGREEMENT

THIS AGREEMENT made the 15th day of July in the year nineteen hundred fifty-seven by and between THE BOAM COMPANY, LIVONIA, MICHIGAN, hereinafter called the "Contractor" and the CITY OF LEBANON, INDIANA, hereinafter called the "Owner."

WITNESSETH, that the Contractor and the Owner for the consideration stated herein agree as follows:

ARTICLE I. SCOPE OF WORK--The Contractor shall furnish all the materials specified and perform all of the work shown on the drawings and described in the specifications entitled "Sewerage Improvements", "Contract A" on file with the City Clerk of the City of Lebanon, Indiana, with supplementary addenda and exhibits, as prepared by Paul J. Kleiser & Associates, Consulting Engineers, acting as, and in these contract documents entitled the Engineers, and the Contractor shall do everything required by this agreement and the contract documents.

ARTICLE II. The Contractor shall commence work under this contract on a date to be specified in a written order of the Engineer, and shall fully complete all work thereunder within three hundred sixty (360) calendar days from said date.

ARTICLE III. THE CONTRACT SUM--The Owner will pay, and the Contractor shall receive, in full compensation for furnishing all the labor, material, and other means or facilities, for furnishing and removal of all plant temporary works or structures, tools, and equipment, for performing and completing all the work that is necessary or proper to be furnished or performed in order to complete the entire work in the contract described and specified in said specifications and on the drawings, and also for the loss or damage arising out of the nature of the work aforesaid and from the action of the elements or from any unforeseen difficulties encountered in the prosecution of the work, for all risks of any description connected with the work, and for all expense incurred by or in consequence of the suspension or discontinuance of the work herein specified, in funds derived from the sale of sewer revenue bonds, as follows:

Base Proposal (as bid): Four Hundred Thirty-Nine Thousand, Eight Hundred Thirty-One Dollars and Eighty Cents (\$439,831.80).

The base bid, however, is altered by the following exceptions:

1. For the use of segmental block manhole in lieu of brick, which decreases the base bid \$3,072.50.

2. For unit price extension for the sewers added after the proposal was prepared, but all as shown on page 31 of the drawings, located on Old U. S. Highway 52 south of Noble Street, which increases the base bid Thirteen Thousand One Hundred Fifty-Seven Dollars and Sixty Cents (\$13,157.60).

Now, therefore, the base bid is increased in the amount of Ten Thousand, Eighty Five Dollars and Ten Cents (\$10,085.10), resulting in a revised base bid of Four Hundred Forty-Nine Thousand, Nine Hundred Sixteen Dollars and Ninety Cents (\$449,916.90).

The following unit prices will apply in the event additions to or deductions from the work required in the base proposal and accepted alternates are required.

For furnishing only, at the site of the work the following quantities of sewer pipe and fittings:

Item No.	Description	Unit	Unit Price
1	24" Ex. Str. Vitr. Tile	L.F.	\$ 8.00
2	18" Ex. Str. Vitr. Tile	L.F.	4.23
3	15" Ex. Str. Vitr. Tile	L.F.	3.08
4	12" Ex. Str. Vitr. Tile	L.F.	1.92
5	18" St. Str. Vitr. Tile	L.F.	2.75
6	15" Std. Str. Vitr. Tile	L.F.	1.98
7	12" Std. Str. Vitr. Tile	L.F.	1.22
8	10" Std. Str. Vitr. Tile	L.F.	0.95
9	8" Std. Str. Vitr. Tile	L.F.	0.64
10	18" Wyes or tees, ex. str.	each	13.75
11	15" Wyes or tees, ex. str.	each	9.90
12	12" Wyes or tees, ex. Str.	each	6.08