

November 1, 1963

A special called meeting of the City Council was held on November 1st, 1963 in the City Manager's Office at 3:00 P.M. with Mayor B.E. Ball presiding.

Present: B.E. Ball, A.O. Umstead, Archie Woods

Also Present: C.F. Jester, Jr., City Manager & R.T. Winston, Attorney

Absent: J.B. Taggart & J.C. Holcomb

Mayor Ball called the meeting to order and announced the purpose of this meeting was to authorize the Mayor to sign contracts with Daniels' Plumbing and Heating Company and easement contract with Louisville & Nashville Railroad Company. #2557

On motion by A.O. Umstead, seconded by Archie Woods and carried by unanimous roll call vote, the following ordinance was passed:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTON that B.E. Ball, Mayor, is hereby authorized and directed to execute on behalf of the City of Norton the following contract documents:

- a. A contract dated November 1, 1963, between the City of Norton, Virginia, and Daniels Plumbing and Heating Company of Norton, Virginia.
- b. A contract of the same date supplementing the said contract of November 1, 1963, between the said City of Norton and Daniels Plumbing and Heating Company.
- c. A contract dated October 15, 1963, between the Louisville and Nashville Railroad Company and the City of Norton, Virginia, providing for a license for a sewer line.

A copy of said contract and supplement with Daniels Plumbing and Heating Company is attached to and made a part of this Ordinance, reference to which is made for the particulars therein.

BE IT ORDAINED that C. Franklin Jester, Jr., City Manager, be authorized to witness each of said contracts.

BE IT ORDAINED that the Council finds that an emergency exists, this Ordinance shall be effective from and after passage.

#### CONTRACT

THIS AGREEMENT, made this 1st day of November in the year Nineteen Hundred and Sixty-three by and between the CITY OF NORTON, VIRGINIA, hereinafter called the Owner, and DANIELS PLUMBING AND HEATING COMPANY of Norton, Virginia, hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

ARTICLE 1. The Contractor agrees to furnish all of the materials and all of the equipment and labor necessary, and to perform all of the work shown on the drawings and described in the specifications for the project entitled SANITARY SEWERAGE SYSTEM, PARTS III AND IV and dated May 1963, all prepared by Hayes, Seay, Mattern & Mattern, Architects and Engineers, Roanoke, Virginia, in accordance with the requirements and provisions of the Contract Documents, based on the Contractors bid for Bid Item 8 which stipulates the use of concrete pipe.

ARTICLE 2. The Contractor agrees that the work under this Contract will be commenced promptly upon receipt of written notice by the Owner to the Contractor that the Contractor is authorized to proceed, and that the entire work under this contract will be completed not later than 400 consecutive calendar days after the date given in such notice to proceed, subject to adjustment as approved in the specifications. The Contractor further agrees that the amount of "Liquidated Damages" stipulated in the specifications shall be \$50.00 for each consecutive calendar day after the established date for completion.

ARTICLE 3. The Owner agrees to pay the Contractor for the performance of the Contract the sum of Two Hundred Ninety Five Thousand Five Hundred Dollars (\$295,500) subject to additions and deductions as provided in the specifications, an in accordance with the following specific unit prices for added or omitted work as authorized:

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|--|--------------|
| (1) No. 56 crushed stone for back fill<br>cradle in rock or unstable soils | \$5.50/Ton   |
| (2) 8 in. x 6 in. Wyes, including bends                                    | \$19.30 Each |
| (3) 6 in. pipe for house connections                                       | \$4.40/L.F.  |

Payments on account of the contract shall be made as follows:

a. On or about the 15th day of each month, 90 percent of the value, proportionate to the amount of the contract, of materials on the ground to be incorporated in the work and of labor and materials incorporated in the work up to and including the last day of the previous month, as approved by the Architect-Engineer, less the aggregate of previous payments.

b. Upon substantial completion of the entire work, a sum sufficient to increase the total payments to 90 percent of the Contract Price.

c. Within 30 days after the date of the Certificate of Completion, the balance due under the Contract.

ARTICLE 4. The Owner and the Contractor hereby agree that the Specifications and the Drawings, together with this agreement, form the Contract, and that the Specifications and the Drawings are as fully a part of the Contract as if hereto attached or herein repeated.

The Owner and the Contractor, for themselves, their successors, executors, administrators and assigns hereby agree to the full performance of the covenants herein contained.

IN WITNESS WHEREOF, THE PARTIES TO THESE PRESENTS HAVE EXECUTED THIS CONTRACT IN SIX (6) COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL, IN THE YEAR AND DAY FIRST ABOVE MENTIONED.

WITNESS

DANIELS PLUMBING AND HEATING  
COMPANY

(Contractor)

s/ Delmer Wilson

By S/ Charles W. Daniels

Title Partner

CITY OF NORTON, VIRGINIA

(Owner)

s/ C. Franklin Jester, Jr.

City Manager

By s/B.E. Ball

Title Mayor

THIS SUPPLEMENTAL CONTRACT, Made this 1st day of November, 1963, by and between THE CITY OF NORTON, VIRGINIA, and DANIELS PLUMBING AND HEATING COMPANY of Norton, Virginia, to be a supplement to and to be considered a part of the contract being signed by the above parties on the same date.

W I T N E S S E T H:

It is further agreed between the owner and the contractor as a part of the consideration of this contract that in the event the City's application for Federal funds for the sewage treatment plant in the Benges Branch area is denied or reduced to an insufficient amount, or in the event that the City of Norton is prevented from building the Benges Branch Collectors by reason of the denial of State or Federal funds in whole or in part, or by reason of any action on the part of State or Federal authorities, than, at the option of the City of Norton, the original contract of November 1, 1963, between the City of Norton and Daniels Plumbing and Heating Company is, or will be, modified as follows:

(a) Daniels Plumbing and Heating Company will perform all work and services and materials as contracted for in the original contract on the Guest River Collector/s system for the sum of \$153,200.00.

(b) In the event of the above contingencies, or any of them, Daniels Plumbing and Heating Company releases, or will release, the City of Norton from all obligations under the remainder of the contract, being specifically the work on the Benges Branch Collectors and all proposed work on the Benges Branch Collectors system will be deleted from the said original contract of November 1, 1963, and the total contract price for the work on the Guest River Collectors will be the aforesaid sum of \$153,200.00.

(c) It is further agreed that in the event the original contract is so modified that the date of completion as provided for in Article 2 of the original contract will be two hundred (200) consecutive calendar days after notice in place and stead of four hundred (400) consecutive calendar days.

(d) It is further understood that the original contract of November 1, 1963 together with this supplement thereto, and the awarding thereof shall be subject to the formal and final concurrence by the Housing and Home Finance Agency.

DANIELS PLUMBING AND HEATING COMPANY

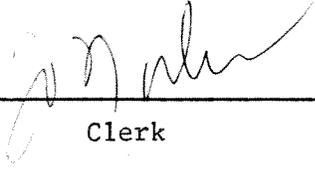
(Contractor)

By s/ Charles W. Daniels

Title Partner

By s/B.E. Ball

Title Mayor



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Clerk



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Mayor