

Side of Washington Street
 the West Line of Irving
 as follows:
 of Washington Street be-
 the West Line of Irving
 s County, Oregon, being
 adjacent to Block Number Thir
 id town of Milwaukie in
 cularly described as fol-
 f the intersection of Main
 arked by a monument deter-
 onnection with a like mon-
 f Main and Jefferson Stree
 five feet in a northerly
 n an Easterly direction
 int of beginning of the
 Easterly direction paralle
 10) feet to a point; thenc
 ain Street Ten (10) feet
 a, parallel with Washing-
 a point; thence in a nor-
 t Ten (10) feet to the
 (2/5) of a lot more or
 nd the dedication of said
 ublic street and highway
 acated as though same had

7, 1911.
 ty Book 516 Page 125

Ordinance to provide for the improvement of Forth Street, Mil-
 waukie, Oregon from the East side line of Oak St. in said addition
 to the North side line of Washington Street.

The Town of Milwaukie does ordain as follows:

Section 1. Forth Street Milwaukie, Oregon shall be improved from
 the East side line of Oak Street in said addition to the North Side
 line of Washington Street in conformity with the plans and specifi-
 cations heretofore filed with the recorder, and which were adopted
 by resolution of the city Council on the 11th day of May 1911.

Section 2. Parties bidding on the work provided herein must state
 in the bid the time required for the completion of the entire im-
 provement herein specified after the approval of the Mayor and should
 the contractor fail to complete the work within the time specified
 in said contract, the town shall have the right to charge the con-
 tractor the sum of five dollars per day as liquidated damages for
 each and every day, that the work shall remain uncompleted after
 the final payment, no proposal shall be considered when not ac-
 companied by a certified check of (5) per cent of the total esti-
 mate which check shall be forfeited to the town upon the failure of
 the successful bidder to execute the agreement provided for herein,
 within ten days after awarding the contract.

Blank forms upon which all proposals are to be submitted will be
 furnished upon application to the town recorder.

Section 3. Monthly estimates of the amount of work completed will
 be made by the Engineer and an advance payment of 80% of such esti-
 mate will be ordered at the first regular meeting of the Council
 hereafter, the remaining 20% to be paid in a lump sum within ten
 days after the final acceptance of the entire contract when com-
 plete.

Section 4. The contractor will be required to furnish bonds with
 approved security in 1/5 the amount of the contract price considered
 upon the faithful performance of the work in accordance with all
 the stipulations of the contract, and within the time named therein.

Section 5. Whenever the word "Engineer" is named in these speci-

fications it is understood to refer to the town Engineer employed and authorized by the Council to superintend such work.

Section 6. Whenever the word "Contractor" occurs in these specifications it is understood to refer to the contractor or firm, or firm of contractors or any member thereof, or any contractor undertaking the work therein specified. All the work and materials to be furnished to the satisfaction of the town Engineer. The city reserves the right to reject any or all bids.

Section 7. Each contract shall contain a stipulation to the effect that the person, firm or corporation whom said contract are let shall look for payment only to the sum assessed upon the property liable to pay for such improvements, and collectable payments into the town Treasure for that purpose and they will not require Milwaukie by any legal process or other wise to pay the said sum out of any other fund.

Section 8. Whereas the condition of said street is and was dangerous to the health and safety to the public and its immediate improvement is necessary for the immediate preservation of the health and safety of the public, in the judgement of the council of Milwaukie, Oregon. An emergency exists: therefore this Ordinance shall be in force immediately upon the approval by the W. A. Hanson, Recorder. Posted 5/27/1911. Reposted 6/15/1911. Approved and signed June 14, 1911 by Philip Streib, Mayor.

Parties bidding on the work and the time required for the work shall be specified after the approval of the town Engineer. In case of failure to complete the work within the time specified, the town shall have the right to deduct from the sum of five dollars per day as a penalty that the work shall remain unfinished. The sum shall be deducted from the total amount of the contract. The contractor shall be considered liable for the amount of the penalty provided for herein, which shall be paid upon application to the town Treasurer.

Section 3. Monthly estimates of the work to be ordered at the first request of the town Engineer and an advance payment of 20% to be paid in advance of the acceptance of the entire work. The contractor will be required to furnish security in 1/5 the amount of the contract for the faithful performance of the work.

Section 4. The contractor will be required to furnish security in 1/5 the amount of the contract for the faithful performance of the work.

Section 5. Monthly estimates of the work to be ordered at the first request of the town Engineer and an advance payment of 20% to be paid in advance of the acceptance of the entire work. The contractor will be required to furnish security in 1/5 the amount of the contract for the faithful performance of the work.