

Showing Here That Jeff Is Also Some Ring General

By "Bud" Fisher



ORDINANCE NO. 743.

An ordinance authorizing the entering into a contract on behalf of the City of Medford, Oregon, for the improving, curbing, and paving of certain streets in said city, with the contracting firm of Schell & Schell.

The City of Medford doth ordain as follows:

Section 1. The Mayor and Recorder of the City of Medford are hereby authorized to enter into a contract on behalf of said city with Schell & Schell in the following form, and said act by said Mayor and Recorder is hereby expressly ratified, authorized and confirmed:

This agreement made and entered into this day of May, 1913, by and between Schell & Schell, hereinafter called the contractor, party of the first part, and the City of Medford, Oregon, a municipal corporation existing under the laws of the State of Oregon, party of the second part, hereinafter called the city.

Witnesseth: That the said contractor, for and in consideration of the payments to be made and the covenants to be kept by the city, hereinafter set forth, does hereby covenant and agree to furnish all materials and do all the work of excavation, filling, paving with asphaltic oil macadam, curbing, and installing inlets, catch basins, monument cases, pipe, and all other work and materials herewith on the streets and portions of streets, and for the width hereinafter specified.

Cottage street from East Main street to south end of Cottage street —width 25 feet.

Said work shall be done in accordance with the general specifications for said work heretofore prepared by the City Engineer of said city, which are now on file in the office of the City Recorder of said city, and the paving shall be laid with an asphaltic oil macadam having a 4 inch base and a 2 inch wearing surface.

Said pavement shall be laid and work done in accordance with the specifications therefor, hereinbefore submitted by the contractor to the city, which specifications are now on file in the office of the City Recorder of said city.

The contractor agrees to perform all of said work in a first-class workmanlike manner under the direction and supervision of the Engineer of said city, providing that in case any misunderstanding or disagreement between the contractor and said Engineer as to the interpretation of the specifications, the matter shall be referred to and determined by the City Council of said city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb, arched, per linear foot .55

Concrete curb and gutter, per linear foot .58

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter, unless said city shall fail or neglect to provide such funds by valid assessments upon the property.

The contractor further agrees that he will not accept any bonds or certificates of payment for the work done, unless the same are given to the City of Medford, Oregon, by the contractor, party of the first part, and the City of Medford, Oregon, party of the second part, hereinafter called the city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb and gutter, per linear foot .55

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter, unless said city shall fail or neglect to provide such funds by valid assessments upon the property.

The contractor further agrees that he will not accept any bonds or certificates of payment for the work done, unless the same are given to the City of Medford, Oregon, by the contractor, party of the first part, and the City of Medford, Oregon, party of the second part, hereinafter called the city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb and gutter, per linear foot .55

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter, unless said city shall fail or neglect to provide such funds by valid assessments upon the property.

The contractor further agrees that he will not accept any bonds or certificates of payment for the work done, unless the same are given to the City of Medford, Oregon, by the contractor, party of the first part, and the City of Medford, Oregon, party of the second part, hereinafter called the city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb and gutter, per linear foot .55

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter, unless said city shall fail or neglect to provide such funds by valid assessments upon the property.

The contractor further agrees that he will not accept any bonds or certificates of payment for the work done, unless the same are given to the City of Medford, Oregon, by the contractor, party of the first part, and the City of Medford, Oregon, party of the second part, hereinafter called the city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb and gutter, per linear foot .55

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter, unless said city shall fail or neglect to provide such funds by valid assessments upon the property.

The contractor further agrees that he will not accept any bonds or certificates of payment for the work done, unless the same are given to the City of Medford, Oregon, by the contractor, party of the first part, and the City of Medford, Oregon, party of the second part, hereinafter called the city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb and gutter, per linear foot .55

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter, unless said city shall fail or neglect to provide such funds by valid assessments upon the property.

The contractor further agrees that he will not accept any bonds or certificates of payment for the work done, unless the same are given to the City of Medford, Oregon, by the contractor, party of the first part, and the City of Medford, Oregon, party of the second part, hereinafter called the city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb and gutter, per linear foot .55

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter, unless said city shall fail or neglect to provide such funds by valid assessments upon the property.

The contractor further agrees that he will not accept any bonds or certificates of payment for the work done, unless the same are given to the City of Medford, Oregon, by the contractor, party of the first part, and the City of Medford, Oregon, party of the second part, hereinafter called the city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb and gutter, per linear foot .55

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter, unless said city shall fail or neglect to provide such funds by valid assessments upon the property.

The contractor further agrees that he will not accept any bonds or certificates of payment for the work done, unless the same are given to the City of Medford, Oregon, by the contractor, party of the first part, and the City of Medford, Oregon, party of the second part, hereinafter called the city.

The contractor further agrees that he will proceed with the work as designated by the city.

In consideration whereof, the city agrees to pay the contractor for such work and materials at the following rates, namely:

Pavement including the surface finishing courses and foundation, per sq. yd. \$ 1.15

Excavating per cu. yd. .45

Concrete curb, straight, per linear foot .35

Concrete curb, curved, per linear foot .45

Concrete curb and gutter, per linear foot .55

Concrete curb and gutter arched, curved, per linear ft. .80

Drain pipe 6-in., per lin. ft. .45

Drain pipe, 8-in., per lin. ft. .55

Catch basin per each. 18.00

The contractor shall look for payment only to the fund reserved, collected and paid into the city treasury for that purpose and will not require the City of Medford by any legal process or otherwise to pay the same out of any other fund, except as provided for by the charter