This Contract made and entered into this 12th day of August, in the year One Thousand Nine Hundred and Twenty-five (1925) by and between the City of San Antonio, a municipal corporation of the State of Texas, located in the County of Bexar, Party of the First Part, hereinafter termed "City" and Texas Trenton Company, a corporation organized under the Laws of Texas, Party of the Second Part, hereinafter termed Contractor, on the SPECIAL ASSESSMENT plan, all pursuant to the laws of said State and the relevant provisions of the charter, ordinances and resolutions of said City.

WITNESSETH, That the parties to these presents, each in consideration of the agreements on the part of the other herein made and referred to, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of Second Party for itself or himself or themselves and his or their executors and administrators, as follows, to-wit:

ARTICLE I. (a) Wherever in this contract is found the word "City" or the words "City Council," "Mayor," "Auditor," "City Engineer," "City Clerk," or other designation of a city officer, employee or title, or any pronoun in his, her or their place, the same shall, unless otherwise stated, always be understood to mean the City of San Antonio, in the State of Texas and County of Bexar, or its successors, Party of the First Part, or the City Council or other governing body of said City, or the person or persons now or hereafter holding or exercising the duties of such designated official position, employment or title in said City, or any person, or persons lawfully acting in the corresponding official capacity on behalf of said City within the powers and authority held by him or them;

(b) Wherever the term "Contractor," or any pronoun in its place, is used herein it shall refer to and mean Party of the Second Part; but said term shall also include each and every member or partner in any firm contracting hereunder, and shall also include in their representative capacity the President, Manager, or any officer or agent for the time being locally representing or managing the work of any corporation contracting herein;
ARTICLE II. (a) The notice to Contractors, the specifications, plans, elevations, profiles, drawings, instructions to bidders, advertisement for bids, the bid or proposal and the ordinances and resolutions of the City Council, in so far as prepared for or relating to said work herein undertaken, are hereby made a part of this contract and are included in this contract as if rewritten or copied in full herein, and shall be deemed to be comprehended in the term "included instruments" when hereinafter used.

(b) Said Contractor declares that he has read and examined and understands and hereby accepts said specifications and drawings, and admits that the same are sufficient and adequate for their intended purposes, and that said work can be successfully executed and completed in accordance therewith, without any additional work other than such as in good substantial satisfactory and workmanlike manner, and parcel of this contract as if the terms and provisions of the same were fully and completely set forth herein, said ordinance being entitled "An ordinance establishing a uniform plan under which all permanent paving and certain other permanent street improvements in this City shall be made and be paid for wholly or partly by special assessments; defining the procedure with reference to such improvements and assessments; and prescribing certain rights and liabilities of property owners, contractors and others, and for other purposes."

ARTICLE IV. (a) Contractor at his own cost and expense shall furnish all tools, implements, machinery, labor, materials, accessories, etc., such as are necessary and proper for the purpose, and in good, substantial, satisfactory and workmanlike manner, in strict accordance with this contract and said included instruments, shall carefully and properly execute, grade and pave with the specified pavement on the designated foundation, and set or reset or construct all such curbs, lay or relay all such sidewalks, cross-walks, header stones, etc., in the street above mentioned, or for the improvements herein undertaken, as may be required, and shall guarantee, repair and maintain said work and perform all other things as required and as stated by this contract and said specifications and drawings and other included instruments; and provided however, that Contractor may in certain cases as more fully provided in said procedure ordinance omit any or all of said improvements along or in front of such property abutting on said street or public place as may be exempt from execution.

(Continued on following page)
ARTICLE V. If within the limits of the improvement herein undertaken there shall be found the rails or tracks of any railroad or street railroad, or if same shall be laid during the construction of such work, Contractor, if so directed by written notice from the Mayor, shall perform the work as specified for the "railroad area," viz: that portion of any highway "between and under the rails and tracks of any railroad or street railroad and for two feet outside thereof"; or Contractor shall, if so directed, perform such portion thereof as may be ordered by the Mayor, either with or without liability for maintenance as may be required; all as elsewhere provided in this contract and at the prices fixed thereby for such work; provided however, that if City does not require Contractor by such written notice to perform such work within such railroad area, even though City may otherwise contract for the same or permit same to be effected by any such railroad or street railroad, then Contractor shall not be expected or permitted to perform such part of the work, and in such event Contractor shall not demand or receive from City any compensation therefor, or any sum of money whatever as damages of any kind because of the failure of City to allow Contractor to perform any such work in such railroad area; and provided further, that all such work in any such railroad area which Contractor may perform upon such order of the Mayor and in accordance with the specifications and drawings and to the satisfaction of the Engineer, the cost of such work, if not otherwise paid to Contractor, shall be paid and satisfied by the levy and collection of a special tax, all as in said procedure ordinance provided; and said work shall be deemed to be included in this contract and shall be subject to all the pertinent terms and provisions hereof.

ARTICLE VI. (a) In accordance with the terms, provisions, plan and procedure set forth in said procedure ordinance, the City will pay and Contractor shall receive, at the prices hereinafter stated, all and singular those certain considerations, cash payments and assessment certificates as in said procedure ordinance and this contract prescribed, as full compensation and consideration for furnishing all the tools, implements, machinery, materials, and accessories, and for performing all the labor and services which may be required in the prosecution of the whole of the work, and in all respects for performing and completing the same as herein provided, and in full satisfaction for all losses, damages or expenses incurred in fulfilling all the terms, undertakings and provisions of this contract, including all costs and expenses incident to the prosecution, repair and maintenance of the work and improvements as hereinafter provided, if a maintenance bond be required by this contract; said prices being the amount or rates at which the contract for said improvements was awarded to Contractor at the public letting of such contract, and being as follows, to-wit:

SCHEDULE OF PRICES.

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acres per square yard for park of open ground</td>
<td>$5.00</td>
</tr>
<tr>
<td>Cutting blocks or cobbles with jet or steam maintenance</td>
<td>10.00 cents</td>
</tr>
<tr>
<td>Per dollar and eight cents</td>
<td>1.00</td>
</tr>
<tr>
<td>Per linear foot, for crew concrete curb</td>
<td>30.00 cents</td>
</tr>
<tr>
<td>Per linear foot, for forming and stone</td>
<td>80.00 cents</td>
</tr>
<tr>
<td>Per linear foot, for curbing and stone</td>
<td>75.00 cents</td>
</tr>
<tr>
<td>Per linear for combined concrete</td>
<td>60.00 cents</td>
</tr>
</tbody>
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DEAR SIRS:

The undersigned, having carefully examined the Instructions to Bidders and specifications and plans covering the paving of ...Bexar Place from Dewey Place to ...Hendry Highway ..., which are hereby made a part of this bid, propose to furnish all materials, tools, and labor, and faithfully execute the work contemplated under same at the following prices:

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- Price per cubic yard for concrete foundation (1:3:6 as specified), Seven Dollars (7-00)  
- Price per cubic yard for concrete, 1:2:4 as specified, Eight Dollars (8-00)  
- Price per cubic yard for excavation including one-half (1/2) mile haul, right five cents (5-00)  
- Price per cubic yard for each one-fourth (1/4) mile in excess of first one-half (1/2) mile, eight cents (8)  
- Tiled with excavation, one dollar and fifty cents (1-50)

Price per square yard, creosoted pine block pavement, using three (3) inch blocks in depth, one-half (1/2) inch mortar cushion as specified, with five (5) years maintenance.

Price per square yard, creosoted pine block pavement, using three (3) inch blocks in depth, one-half (1/2) inch mortar cushion as specified, without five (5) years maintenance.

Price per square yard, creosoted pine block pavement, using three and one-half (3 1/2) inch blocks in depth, one (1) inch sand cushion as specified, with five (5) years maintenance.

Price per square yard, creosoted pine block pavement, using three and one-half (3 1/2) inch blocks in depth, one (1) inch sand cushion as specified, without five (5) years maintenance.

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Price per square yard, creosoted pine block pavement, using three (3) inch blocks in depth, one-half (1/2) inch mortar cushion as specified, without five (5) years maintenance.

Price per square yard, Standard Vitrified Brick pavement, 60 by 4 inches in depth, on one and one-half (1 1/2) inch sand cushion as specified, with five (5) years maintenance.

Price per square yard, Standard Vitrified Brick pavement, 40 by 4 inches in depth, on one and one-half (1 1/2) inch sand cushion as specified, without five (5) years maintenance.

Price per square yard, Vertical Fiber Brick pavement, 120 by 4 inches in depth, on one and one-half (1 1/2) inch sand cushion as specified, with five (5) years maintenance.

Price per square yard, Vertical Fiber Brick pavement, 120 by 4 inches in depth, on one and one-half (1 1/2) inch sand cushion as specified, without five (5) years maintenance.

To the Honorable Mayor and City Council of the City of San Antonio, Texas.

The undersigned, having carefully examined the Instructions to Bidders and specifications and plans covering the paving of ...Bexar Place from Dewey Place to ...Hendry Highway ..., which are hereby made a part of this bid, propose to furnish all materials, tools, and labor, and faithfully execute the work contemplated under same at the following prices:

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Price per square yard, Vertical Fiber Brick pavement, 120 by 4 inches in depth, on one and one-half (1 1/2) inch sand cushion as specified, without five (5) years maintenance.
Price per square yard, Sheet Asphalt pavement, using Asphalt, three (3) inches in depth as specified, with five (5) years maintenance.

Price per square yard, Sheet Asphalt pavement, using Asphalt, three (3) inches in depth as specified, without five (5) years maintenance.

Price per square yard, Rock Asphalt pavement, using Rock Asphalt, two and one-half (2 1/2) inches in depth as specified, with five (5) years maintenance.

Price per square yard, Rock Asphalt pavement, using Rock Asphalt, two and one-half (2 1/2) inches in depth as specified, without five (5) years maintenance.

Price per square yard, Bitterlithe pavement, two and one-half (2 1/2) inches in depth as specified, using trap rock, with five (5) years maintenance.

Price per square yard, Bitterlithe pavement, two and one-half (2 1/2) inches in depth as specified, using trap rock, without five (5) years maintenance.

Price per square yard, Asphaltic Concrete pavement, using trap rock as specified, with five (5) years maintenance.

Price per square yard, Asphaltic Concrete pavement, using trap rock as specified, without five (5) years maintenance.

Price per square yard, Two Course Concrete pavement, using trap rock in top course, without one (1) year maintenance.

Price per square yard, One Course Concrete pavement, using trap rock in top course, with five (5) years maintenance.

Price per square yard, Bituminous macadam pavement, using trap rock in wearing surface, with one (1) year maintenance.

Price per square yard, Bituminous macadam pavement, using trap rock in wearing surface, without one (1) year maintenance.

Price per square yard, Gravel pavement, with one (1) year maintenance.

Price per square yard, Gravel pavement, without one (1) year maintenance.

Price per square yard, Two Course Concrete pavement, using trap rock, with five (5) years maintenance.

Price per square yard, One Course Concrete pavement, using trap rock, without five (5) years maintenance.

Price per square yard, Rock Asphalt pavement, using trap rock in top course, without five (5) years maintenance.

Price per square yard, Rock Asphalt pavement, using trap rock in top course, with five (5) years maintenance.

Price per square yard, Macadam pavement, using trap rock, with five (5) years maintenance.

Price per square yard, Macadam pavement, using trap rock, without five (5) years maintenance.

Price per square yard, Sheet Asphalt pavement, using trap rock, with five (5) years maintenance.

Price per square yard, Sheet Asphalt pavement, using trap rock, without five (5) years maintenance.

Price per square yard, Rock Asphalt pavement, using trap rock, with five (5) years maintenance.

Price per square yard, Rock Asphalt pavement, using trap rock, without five (5) years maintenance.

Price per square yard, Bitterlithe pavement, two and one-half (2 1/2) inches in depth as specified, using trap rock, with five (5) years maintenance.

Price per square yard, Bitterlithe pavement, two and one-half (2 1/2) inches in depth as specified, using trap rock, without five (5) years maintenance.

Price per square yard, Asphaltic Concrete pavement, using trap rock as specified, with five (5) years maintenance.

Price per square yard, Asphaltic Concrete pavement, using trap rock as specified, without five (5) years maintenance.

Price per square yard, Bituminous macadam pavement, using trap rock as a binder and trap rock upon the old macadam or gravel foundation, with five (5) years maintenance.

Price per square yard, Bituminous macadam pavement, using trap rock as a binder and trap rock upon the old macadam or gravel foundation, with five (5) years maintenance.

Price per square yard, Bituminous macadam pavement, using trap rock as a binder and trap rock upon a new macadam foundation, with five (5) years maintenance.

Price per square yard, Bituminous macadam pavement, using trap rock as a binder and trap rock upon a new macadam foundation, without five (5) years maintenance.

Price per square yard, Bituminous macadam pavement, using trap rock as a binder and trap rock upon a new macadam foundation, with five (5) years maintenance.

Price per square yard, Bituminous macadam pavement, using trap rock as a binder and trap rock upon a new macadam foundation, without five (5) years maintenance.

Price per square yard, Sheet Asphalt pavement, using trap rock as a binder and trap rock upon a new macadam foundation, with five (5) years maintenance.

Price per square yard, Sheet Asphalt pavement, using trap rock as a binder and trap rock upon a new macadam foundation, without five (5) years maintenance.
And, ............. hereby agree to enter into contract within five days from the date of your acceptance of this proposal, according to the usual contract form, and the plans and specifications on file in the office of the City Engineer, under which this bid is made; and, ................ also agree to furnish to said City the required bonds for con-

minimums and maintenance of said work; all matters in connection herewith to be in accordance with and subject to the provisions of the "procedure ordinance" of said City.

Dated at San Antonio, Texas, the 22d of June, 1911.

[Signature]

Price per linear foot, for new concrete curb, | 85
Price per linear foot, for setting old stone curb, | 25
Price per linear foot, for combined concrete curb and |
Price per cubic yard, for concrete foundation 1:3:6 as | 80
specified.
Price per cubic yard, for concrete, 1:2:4 as specified, | 60
Price per linear foot, forheaders, when not included in | 80
price of pavement.
Price per cubic yard for excavation including one-half | 65
(1-2) mile haul.
Price per cubic yard for excavation including one-fourth | 20
(1-4) mile excess of first one-half (1-2) mile.

(b) All measurements not previously made and retained by the Engineer shall be taken at the request of Contractor upon the completion of the various stages of the work, or otherwise shall be taken after the laying and setting of the pavement or parts thereof and after the completion of the pavement or other work;

(c) The aforesaid prices shall cover the furnishing of all the different work and materials and all the labor and all costs and expenses of whatsoever nature to be incurred by Contractor in the complete performance of the undertakings of Contractor here-in contained or assumed in the bond or bonds given by Contractor.

(d) All grading, readjusting curbing and abutting pavements and other street appurtenances and all other work required to complete the whole of said improvement, though no bids were requested therefor, shall be considered as work incidental to said improvement, and the cost thereof shall be conclusively deemed to have been included in the prices agreed for the specified items of work scheduled in the bids or proposals, unless a price is otherwise herein expressly named and provided therefor, or unless such work be herein expressly excepted.

(e) In case the grade of the street shall be changed during the progress of the work, the Contractor will make the work conform to the grade as changed at the prices specified herein, as far as they are applicable.

(f) If Contractor shall be entitled to any payment on account of any work done in any "railroad area" as hereinbefore provided, City shall, upon request of Contractor, levy a special tax for the amounts so payable against railroads or street railroads and companies liable therefor, and shall make such special tax payable thirty (30) days from and after the date of the certificate of the City Engineer evidencing the completion of the improvements included in this contract and the acceptance thereof by the City.

(g) If there shall be found abutting on any part or parts of said highway to be improved hereunder any public property owned by the United States of America or the Public Property State of Texas, or owned or controlled and used for public purposes by the County of Bexar or the City of San Antonio or by the San Antonio Independent School District, or any cemetery property or lot or lots held for purposes of sepulture, the City shall pay or cause to be paid, in the same time and manner as for parts of the cost of said improvements otherwise made payable by City, such part or parts of the cost of said improvements as would have been assessed against such property had same been privately owned and not exempt from execution; provided however, that this paragraph shall not apply to any property privately owned but leased or temporarily appropriated for public use, or to any property the title to which is owned or held by the State or any of said municipal or school corporations under any tenure or for any purpose other than as a place for the conduct of public institutions or business, schools, cemeteries, etc.,

(h) If curbing or sidewalks are included or required in said work, and if same, or any part thereof, shall be found already existing and sufficiently conforming to specifications, line and grade in front of any parcel of said abutting property, such sidewalks or curbing shall remain undisturbed and Contractor shall omit such part of the work, and the special assessment against such abutting property shall be credited with such amount or amounts as would have been paid under said assessment for the work omitted; all of which shall be conclusively decided and determined by the certificates or estimates of the City Engineer, to be made as the work progresses or before the issuance of the assessment certificates for said work.

(i) Unless expressly and specially otherwise required in writing, all work if any done by Contractor in said "railroad area" shall be done and paid for at the prices bid and allowable for such work "without maintenance"; and Contractor shall not in such case be liable for guaranty, repairs or maintenance of such work; it being contemplated that railroads or street railroads will maintain portions of the work within such railroad areas.

(j) Unless otherwise herein expressly stated all work under this contract, except in said "railroad area", shall be done and paid for at the prices named to include guaranty, repairs and maintenance; and Contractor shall be fully liable for the guaran-
and condemned by the Engineer as provided in any article of this contract and in such contracts for materials, and if so rejected shall be immediately removed from the work and from the street by Contractor and delivered to the City as required by City; and if any such materials are clearly in accord with the specifications, and Contractor knew, or had reason to believe, or by the use of reasonable diligence, attention and judgment could have known, before the use of any such materials in the work, that such materials were not in accordance with said specifications; and provided further, that an account of the need for the prompt execution of all work under the provisions of this contract relating to the prompt execution of all such rejected materials not in accord with said specifications; and such materials shall not be so ordered for any such work after said work shall have been ordered or required of Contractor by City; and provided further, that whenever in this article the word "Engineer" is used shall be understood to mean the "City Engineer" as the official of the City in principal and permanent charge of all engineering work on behalf of the City; but if by the terms of any such contract for materials another designation be made of any engineer to act on behalf of the City in any manner under the provisions of this contract, such other engineer so designated shall be understood as meant by the term "Engineer" as used in this article as applied to any such provision contained in any such contract for materials.

ARTICLE XXV. (a) Contractor hereby agrees to execute with sureties and to deliver to the City, a "Construction Bond" in the sum of $100,000.

(b) Contractor hereby agrees to execute with sureties and to deliver to the City the "Maintenance Bond" as required by said procedure ordinance, conditioned that Contractor shall be bound and will faithfully construct and complete said work and improvements and perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, according to their intent and purpose, in so far as the same relate to or are incident to the construction and completion of said work and improvements and as provided for the repair and maintenance of said work and improvements, and also otherwise conditioned, all as will more fully appear from said Construction Bond which is hereto attached; and such materials were not in accord with said specifications; and provided further, that an account of the need for the prompt execution of all work under the provisions of this contract relating to the prompt execution of all such rejected materials.

ARTICLE XXVII. (a) Contractor shall keep himself fully informed of all present and future laws, municipal ordinances and regulations in any manner affecting the work, or the materials used in the work, or in any way affecting the conduct of the work, and shall make application for all such orders, permits and licenses for the repair and maintenance of said work not herein included, Contractor, or the sureties on the appropriate bond of Contractor for any work not herein included, Contractor, or the sureties on the appropriate bond of Contractor, shall pay and make good to City all such amounts charged to or required to be paid in respect of the performance of all the provisions of this contract and in the event of any such materials are clearly not in accordance with the specifications, and Contractor knew, or had reason to believe, or by the use of reasonable diligence, attention and judgment could have known, before the use of any such materials in the work, that such materials were not in accordance with said specifications; and such materials shall not be so ordered for any such work after said work shall have been ordered or required of Contractor by City; and provided further, that whenever in this article the word "Engineer" is used shall be understood to mean the "City Engineer" as the official of the City in principal and permanent charge of all engineering work on behalf of the City; but if by the terms of any such contract for materials another designation be made of any engineer to act on behalf of the City in any manner under the provisions of this contract, such other engineer so designated shall be understood as meant by the term "Engineer" as used in this article as applied to any such provision contained in any such contract for materials.

(b) Contractor hereby agrees to execute with sureties and to deliver to the City a "Construction Bond" as required by said procedure ordinance, conditioned that Contractor shall be bound and will faithfully construct and complete said work and improvements and perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, according to their intent and purpose, in so far as the same relate to or are incident to the construction and completion of said work and improvements, and as provided for the repair and maintenance of said work and improvements, and as will more fully appear from said Construction Bond which is hereto attached; and such bond being also otherwise conditioned, all as will more fully appear from said Maintenance Bond which is hereto attached.

(c) Wherever in this contract or in the specifications it is provided that any cost or expense of the City shall be paid by the Contractor, such costs or expenses shall be paid by the Contractor in accordance with the provisions of this contract and in the event of any such materials are clearly not in accordance with the specifications, and Contractor knew, or had reason to believe, or by the use of reasonable diligence, attention and judgment could have known, before the use of any such materials in the work, that such materials were not in accord with said specifications; and such materials shall not be so ordered for any such work after said work shall have been ordered or required of Contractor by City; and provided further, that whenever in this article the word "Engineer" is used shall be understood to mean the "City Engineer" as the official of the City in principal and permanent charge of all engineering work on behalf of the City; but if by the terms of any such contract for materials another designation be made of any engineer to act on behalf of the City in any manner under the provisions of this contract, such other engineer so designated shall be understood as meant by the term "Engineer" as used in this article as applied to any such provision contained in any such contract for materials.

MISC. PROVISIONS

(b) Contractor hereby agrees to execute with sureties and to deliver to the City the "Maintenance Bond" as required by said procedure ordinance, conditioned that Contractor shall be bound and will faithfully construct and complete said work and improvements and perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, according to their intent and purpose, in so far as the same relate to or are incident to the construction and completion of said work and improvements, and as provided for the repair and maintenance of said work and improvements, and as will more fully appear from said Construction Bond which is hereto attached; and such bond being also otherwise conditioned, all as will more fully appear from said Maintenance Bond which is hereto attached.

(c) Wherever in this contract or in the specifications it is provided that any cost or expense of the City shall be paid by the Contractor, such costs or expenses shall be paid by the Contractor in accordance with the provisions of this contract and in the event of any such materials are clearly not in accordance with the specifications, and Contractor knew, or had reason to believe, or by the use of reasonable diligence, attention and judgment could have known, before the use of any such materials in the work, that such materials were not in accord with said specifications; and such materials shall not be so ordered for any such work after said work shall have been ordered or required of Contractor by City; and provided further, that whenever in this article the word "Engineer" is used shall be understood to mean the "City Engineer" as the official of the City in principal and permanent charge of all engineering work on behalf of the City; but if by the terms of any such contract for materials another designation be made of any engineer to act on behalf of the City in any manner under the provisions of this contract, such other engineer so designated shall be understood as meant by the term "Engineer" as used in this article as applied to any such provision contained in any such contract for materials.

(d) Contractor hereby agrees to execute with sureties and to deliver to the City the "Construction Bond" in the sum of $100,000.

(e) Contractor hereby agrees to execute with sureties and to deliver to the City the "Maintenance Bond" as required by said procedure ordinance, conditioned that Contractor shall be bound and will faithfully construct and complete said work and improvements and perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, according to their intent and purpose, in so far as the same relate to or are incident to the construction and completion of said work and improvements, and as provided for the repair and maintenance of said work and improvements, and as will more fully appear from said Construction Bond which is hereto attached; and such bond being also otherwise conditioned, all as will more fully appear from said Maintenance Bond which is hereto attached.

(f) Wherever in this contract or in the specifications it is provided that any cost or expense of the City shall be paid by the Contractor, such costs or expenses shall be paid by the Contractor in accordance with the provisions of this contract and in the event of any such materials are clearly not in accordance with the specifications, and Contractor knew, or had reason to believe, or by the use of reasonable diligence, attention and judgment could have known, before the use of any such materials in the work, that such materials were not in accord with said specifications; and such materials shall not be so ordered for any such work after said work shall have been ordered or required of Contractor by City; and provided further, that whenever in this article the word "Engineer" is used shall be understood to mean the "City Engineer" as the official of the City in principal and permanent charge of all engineering work on behalf of the City; but if by the terms of any such contract for materials another designation be made of any engineer to act on behalf of the City in any manner under the provisions of this contract, such other engineer so designated shall be understood as meant by the term "Engineer" as used in this article as applied to any such provision contained in any such contract for materials.

(g) Contractor hereby agrees to execute with sureties and to deliver to the City a "Construction Bond" as required by said procedure ordinance, conditioned that Contractor shall be bound and will faithfully construct and complete said work and improvements and perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, according to their intent and purpose, in so far as the same relate to or are incident to the construction and completion of said work and improvements, and as provided for the repair and maintenance of said work and improvements, and as will more fully appear from said Construction Bond which is hereto attached; and such bond being also otherwise conditioned, all as will more fully appear from said Maintenance Bond which is hereto attached.

(h) Wherever in this contract or in the specifications it is provided that any cost or expense of the City shall be paid by the Contractor, such costs or expenses shall be paid by the Contractor in accordance with the provisions of this contract and in the event of any such materials are clearly not in accordance with the specifications, and Contractor knew, or had reason to believe, or by the use of reasonable diligence, attention and judgment could have known, before the use of any such materials in the work, that such materials were not in accord with said specifications; and such materials shall not be so ordered for any such work after said work shall have been ordered or required of Contractor by City; and provided further, that whenever in this article the word "Engineer" is used shall be understood to mean the "City Engineer" as the official of the City in principal and permanent charge of all engineering work on behalf of the City; but if by the terms of any such contract for materials another designation be made of any engineer to act on behalf of the City in any manner under the provisions of this contract, such other engineer so designated shall be understood as meant by the term "Engineer" as used in this article as applied to any such provision contained in any such contract for materials.

(i) Contractor hereby agrees to execute with sureties and to deliver to the City a "Construction Bond" as required by said procedure ordinance, conditioned that Contractor shall be bound and will faithfully construct and complete said work and improvements and perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, according to their intent and purpose, in so far as the same relate to or are incident to the construction and completion of said work and improvements, and as provided for the repair and maintenance of said work and improvements, and as will more fully appear from said Construction Bond which is hereto attached; and such bond being also otherwise conditioned, all as will more fully appear from said Maintenance Bond which is hereto attached.
IN WITNESS WHEREOF, said City of San Antonio, First Party herein, has law-
fully caused these presents to be executed by the hand of CLINTON G. BROWN,...... 

Mayor of said City, and the corporate seal of said City to be hereunto affixed and 
this instrument to be attested by the City Clerk; and the said...... 

THE STATE OF TEXAS, 
COUNTY OF BEXAR. 

BEFORE ME the undersigned authority in and for the aforesaid County and State, 
on this day personally appeared........ aforesaid Company, a corporation. Organized under the laws of the State of Texas. 
Contractor, Second Party herein, acting herein by the hand of ...... 

Montgomery, President, 
thereunto duly authorized Resolution of Board of Directors 
does now sign, execute and deliver to said City this instrument as the contract and 
agreement of said Second Party. 

Done at San Antonio, Texas, on the day and year first hereinbefore written. 

CITY OF SAN ANTONIO, 

By

Mayor. 

(CITY SEAL) 

Contractor. 

By

Attent: 

City Clerk. 

APPROVED AS FIRM

City Clerk. 

THE STATE OF TEXAS, 
COUNTY OF BEXAR. 

BEFORE ME the undersigned authority in and for the aforesaid County and State, 
on this day personally appeared........ A. T. Montgomery, President of Texas-Graniord Co., 
known to me to be the person whose name is subscribed to the foregoing 
instrument, and he acknowledged to me that he executed the same 
for the purposes and considerations therein expressed and in the capacity 
therein stated. 

GIVEN under my hand and seal of office this 1st day of August, 
A. D. 1914. 

Notary Public in and for Bexar County, Tex.
CONSTRUCTION BOND

THE STATE OF TEXAS, COUNTY OF BEXAR, KNOW ALL MEN BY THESE PRESENTS:

That we Texas Bonding Company, a corporation organized under the laws of Texas,
as Principal and Lion Bonding & Surety Co., as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the sum of $50,000.00, for the payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assignees, and successors, jointly and severally;

THE CONDITIONS OF THIS BOND HOWEVER ARE SUCH THAT WHEREAS, the said Texas Bonding Company, hereafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion within and for said City of certain pavement, work and improvements, generally described as:

(30)
and for the performance and observance of divers other matters and things in connection with said work; all of which matters will more fully appear from the attached contract, together with the specifications and drawings for said work all of which are made a part hereof;

NOW THEREFORE, if Contractor, the principal party to this obligation, shall faithfully construct and complete said pavement, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose in so far as the same relate to or are incident to the construction and completion of said pavement, work and improvements as distinguished from the repair and maintenance thereof after acceptance, then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal, and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City of any right or remedy provided by the contract or specifications or by any law or ordinance.

IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this 1st day of August, A.D. 1917.

The foregoing bond is approved and accepted this August 1, 1917.

Texas Bonding Company, Contractors and Principals.

IN WITNESS WHEREOF, witness our hands and the seal of any incorporated surety hereon this 1st day of August, A.D. 1917.

Texas Granite Co.

Lion Bonding & Surety Co.

Texas Granite Co.

Lion Bonding & Surety Co.

IN WITNESS WHEREOF, witness our hands and the seal of any incorporated surety hereon this 1st day of August, A.D. 1917.

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Texas Granite Co.

Lion Bonding & Surety Co.

IN WITNESS WHEREOF, witness our hands and the seal of any incorporated surety hereon this 1st day of August, A.D. 1917.

Texas Granite Co.

Lion Bonding & Surety Co.
MAINTENANCE BOND

THE STATE OF TEXAS,
COUNTY OF BEXAR,
CITY OF SAN ANTONIO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Texan Bonding Company, a corporation organized under the laws of the State of Texas, as Principal and

LION BONDING & SURETY CO.
as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio for the construction and completion within and for

the payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns and successors, jointly and severally;

THE CONDITIONS OF THIS BOND HOWEVER ARE SUCH THAT WHEREAS, the said

John B. Shrewsbury

hereinafter called Contractor or Principal, has made and does this day make and enter into a contract in writing with said City of San Antonio for the construction and completion within and for

said City of certain pavement, work and improvements generally described as

Paving of Beltline Place from Avery Place to

Aransas Avenue, said extending pavement or specified

riding surface, together with four (4) years maintenance

and concrete curbing, all as specified;

and for the performance and observance of divers other matters and things in connection with said work; and, inter alia, therein entered into certain covenants and agreements for the guaranty, maintenance and repair of said pavement, work and improvements included under said contract; all of which matters will more fully appear from the attached contract, together with the specifications and drawings for said work all of which are made a part hereof;

NOW THEREFORE, if Contractor, the principal party to this obligation, shall faithfully observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose, in so far as the same relate to the guaranty, maintenance or repair of said pavement, work or im-

provements or any part thereof, or are applicable to any of the work required therefor or anything incidental thereto, then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal, and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhaust-
ed; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City of any right or remedy provided by the con-
tact or specifications or by any law or ordinance.

IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety


A.D. 1914.

The foregoing bond is approved and

accepted this [Aug]ust 20, 1914.

Mayor City of San Antonio.

Lion Bonding & Surety Co.

Contractors and Principals.

Texas Granite Co.

Sureties.
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City of San Antonio
Engineering Department

August 4, 1914.

Honororable Clinton G. Brown,
Mayor, Building.

Dear Sir:

I herewith hand you contract with the Granitoid
Paving Company for pavement of Belknap Place from Dewy Place
to Agarita Street for your execution.

You will note that I have made a correction in the
contract by changing Kings Highway to Agarita.

Yours truly,

[Signature]
City Engineer.

SH-3
Specifications for paving Beechnut Place between Dorsey Place and Agassiz Avenue under contract with Texas limestone Co. Dated August 1, 1914.

Fred A. Twigg
Feb. 1, 1914
Cust. Sec.
General Specifications

for

THE BLOME COMPANY
GRANITOID CONCRETE PAVEMENT.

(Patented—Trade Marks Registered)

Submitted by
Rudolph S. Bloome Co.
General Office
City Hall Square Bldg.
Chicago, Ill.

ADDRESS ALL COMMUNICATIONS TO
TEXAS GRANITOID CO.
FROST BLDG., BAN ANTONIO, TEX.
(LICENSED FOR STATE OF TEXAS)
GENERAL SPECIFICATIONS

FOR

The Blome Company Granitoid Concrete Pavement
(Patented, Trade-Marks Registered)

PREPARATION OF SUB-GRADE:

The sub-grade shall conform exactly to the lines and elevations shown on the plans or profiles or as furnished to the contractor by the engineer in charge or under the direction of the engineer. The street shall be graded (excavated or filled as the case may be) to sub-grade, as specified and provided for in the general specifications, in such a manner as to provide a solid foundation for the pavement and all slopes, contours and other shaping required in the pavement shall be formed and provided for in said sub-grade, so that the foundation and pavement hereinafter specified shall be of uniformly the same thickness throughout.

The contractor will bid with the understanding that the sub-grade is to be prepared in such a manner as to support the pavement permanently and retain the original grades. Any spongy material, vegetable matter or any material unsuitable as a foundation shall be removed and the spaces refilled with proper material, tamped or rolled until compact. This clause shall not be waived on account of openings made in the street by any corporation or individual prior to the laying of the pavement.

MATERIALS:

The cement used for this work to be a standard brand of Portland cement complying with all the requirements of the American Society for Testing Materials. All cement to be delivered on the work in approved packages bearing name, brand or stamp of the manufacturer, and 94 lbs. net of cement shall be considered as one (1) cubic foot. All cement to be carefully protected from the weather until used.

The sand shall be free from clay, loam, vegetable matter and dust. The grains shall vary in size from one-eighth (1/8") inch down to the finest and so graded that the voids, as determined by saturation shall not exceed thirty-three (33%) per cent of the volume. No wind drifted sand to be used.

The stone used in making the concrete shall be of the best quality of limestone, trap rock or other hard stone or of gravel of size as to measure not more than two and one-half (2½") inches, and in the event of stone being used same shall not measure under one-quarter (¼") inch in dimension.

Clean, acceptable, pit-run gravel, from which all organic matter and dust has been eliminated, may be used for the concrete bed or lower course of the pavement. The sizes of sand grains and stone in pit gravel and the proportions of fine and coarse aggregate shall correspond to specifications for sand and stone, and deficiencies shall be made up by the addition of sand or crushed stone or gravel.

When delivered on the street these materials shall be placed in such a manner as to be kept clean until used.

MIXING AND LAYING OF CONCRETE AND FORMATION OF THE BLOME COMPANY GRANITOID BLOCKING:

The concrete bed or foundation and the surfacing hereinafter specified shall be constructed and manipulated in accordance with the BLOME COMPANY patents and processes, utilizing materials mixed in the proportions and laid as hereinbefore specified.

Upon the sub-grade and foundation prepared as hereinbefore specified the GRANITOID CONCRETE PAVEMENT shall be laid consisting of six to nine (6 to 9) parts of concrete at the center of street and gradually decreased to four to seven (4 to 7) parts of concrete at the curbs or outer sides of pavement and on same shall be placed the Granitoid surface blocking of uniform thickness of one and one-quarter (1¼") inches.

Whenever there are street car tracks on the street proposed to be paved, the thickness of the concrete bed shall be equal to the average thickness of the concrete above specified uniformly at all points of the areas to be paved.

The concrete shall be composed of one (1) part of Portland cement, three (3) parts of sand and four (4) parts of limestone, trap rock or other hard stone or clean gravel. These materials to comply with the requirements hereinbefore set forth and shall be mixed by an approved mixing machine, suitable for the purpose, approved by the engineer in charge, each batch being turned at least five (5) times before being removed from the mixer.

The concrete shall be thoroughly tamped into place and shall be of the thickness specified, after having been compacted and shall be carefully rammed into sections separated by expansion joints, all as per the BLOME COMPANY patents and the said concrete shall follow the slopes of the finished pavement so that the surface blocking is, and shall be, of uniform thickness at all points.
GRANITOID BLOCKING:

After the concrete has been placed and before it has begun to set, there shall be immediately deposited thereon the Granitoid Blocking, which shall be approximately inches in thickness to be composed of two (2) parts of approved Portland cement and three (3) parts of crushed granite, trap rock, gravel, hard stone or other similarly hard material, which shall be screened with the dust removed therefrom, utilizing the following proportions of this material:

Substantially fifty (50%) per cent to be what is known as three-eighths (3/8") inch size, twenty-five (25%) per cent of one-quarter (1/4") inch size and twenty-five (25%) per cent of one-eighth (1/8") size, with all finer particles removed. This material shall be thoroughly mixed with approved cement and after being wetted to the proper consistency and deposited on the concrete, shall be worked into brick shapes of approximately four and one-half (4\(\frac{1}{2}\)) inches by nine (9") inches, with rectangular surface similar to paving blocks, all as per special method and utilizing the grooving apparatus as employed under the BLOME COMPANY patents.

The pavement shall be sloped in the manner required by the engineer in charge and in event any part or parts of the pavement, when completed, where slopes, contours, etc., have not been carried out in a true manner, then, under these specifications, the contractor will be required to take up such part or parts, and replace same to the proper level, without expense.

EXPANSION JOINTS:

The contractor shall provide for and form expansion joints across the pavement at such intervals as may be necessary, and, where advisable, also along the sides at the curbs or gutters, which expansion joints shall extend entirely through the surface blocking and the concrete and shall be filled with a composition especially prepared for the purpose in accordance with the BLOME COMPANY patents. These expansion joints shall be constructed in an extremely careful manner, under specific direction of the engineer in charge.

PATENTS, TRADEMARKS, ETC.:

All fees for any patent inventions, materials, articles or arrangement or other apparatus that may be used upon or be in any way connected with the construction, erection or maintenance of the work or any part thereof embraced in the contract or the specifications, shall be included in the prices stipulated in the contract for said work and the contractor must show conclusively that he has a license permitting and giving him the right to use the patented inventions, materials, articles or arrangement or other apparatus necessary for the construction of the pavement under these specifications and the price stipulated in the contract for said work must include such cost and the contractor must protect and hold harmless the city against any and all demands for such fees or claims.

BLOME COMPANY trademark plates will be provided showing the dates of pavement patents, etc., together with trademarks, which plates shall be set by the contractor at such locations as may be designated by the BLOME COMPANY.

GUARANTEE:

Upon completion of the contract the contractor shall furnish a satisfactory surety bond executed by one of the surety companies in good standing in the State of Texas, guaranteeing the pavement against settlements, upheavals and disintegration, or the result of faulty workmanship or the use of materials of improper quality for a period of .................. years from and after the date of completion of the pavement.

BIDDERS ATTENTION:

The attention of all bidders is called to the copy of agreement on file in the offices of the R. S. BLOME COMPANY in the city of ................., in which agreement the R. S. BLOME COMPANY agrees to license all contractors, who may desire to bid on the proposed work, permitting the laying of their PATENTED GRANITOID CONCRETE PAVEMENT, in accordance with their letters patent, trademarks, etc., wherein the use is permitted of certain patented processes, materials, trademarks, etc. This agreement forms a part of these specifications and must be considered as a requirement by prospective bidders in making up their proposals on the contemplated work.
GENERAL CONDITIONS.

In all cases where a new concrete foundation is required, the subgrade shall be shaped in accordance with the grade and crown furnished by the Engineer and thoroughly rolled to the satisfaction of the Engineer. Should any soft or defective places be found, the Contractor shall excavate these and replace same with good material.

Old curbstone, if ordered by the Engineer, shall be redressed, rejointed and reset to line and grade, with Portland cement mortar joints, made in the proportion of 1 part cement to 3 parts sand.

In all cases where a mortar cushion is required, under the pavement the mixture will be 1 part cement to 3 parts sand unless otherwise specified.

CLEANING UP. After the work has been completed, the contractor shall promptly remove all unused or waste material and leave the street in a neat and orderly condition.

MAINTENANCE. The period of guaranty shall be five (5) years.

During the period of guaranty, whenever the surface of the pavement becomes uneven, holding water three-eights (3/8) of an inch or more in depth in a distance of four (4) feet or less, or when the pavement has settled over trenches existing previous to the completion of the pavement, then the pavement shall be taken up and relaid to the proper crown and grade.
E X P E C T A T I O N S
FOR THE CONSTRUCTION OF COMMERCE BUILDING.

All work must be done in a first class and workmanlike manner, and all work and materials shall be subject to approval or rejection by the Engineer.

The ground shall be excavated not less than 20 inches below the established curb grade and not less than one foot wide, the sub-grade shall be thoroughly cleaned to solid and firm bed.

On this sub-grade two (3) inches of coarse sand or good cinders, shapp be spread and thoroughly tamped with a heavy tamper.

All concrete curbing shall be at least eighteen (18) inches deep and not less than six (6) inches thick and shall be set on said bed of sand or cement this to line and grade given by the City Engineer. The width of street and alley corners shall be nine (9) feet unless otherwise specified by the City Engineer and the curved curb shall be placed in by a steel模板 to be approved by the Engineer. The curb shall be boxed up in the rear to within six (6) inches of the top will six (6) inches of fine gravel or cinders.

For concrete curbing, the concrete shall consist of the following. One part of cement, two parts of clean sharp sand and four (4) parts of hard broken stone, or washed hard gravel, the dimensions of the largest stone to be not more than one and one half (1-1/2) inches. The sand and cement shall be thoroughly mixed dry, the stones shall be added and the entire mix shall be wet and thoroughly mixed by turning it at least three times. The whole shall be deposited in proper place and thoroughly mixed. In case a machine mixer is used it shall be a batch mixer.

The surface coat shall be made of the following materials, viz: One (1) part of best Portland Cement and one and one-half (1-1/2) parts of clean, sharp sand, sifted through a number eight sieve and thoroughly mixed dry, then it shall be mixed to the consistency of a paste or stiff mortar, and put in place and travelled down to a smooth surface. The surface coat on top, and face shall be not less than one (1) inch thick after being travelled down.

The surface shall be protected from the action of the sun and wind until thoroughly hardened and set. The face of curbing, from top to the gutter shall receive a wash of cement mortar, or thick grain of the same proportions as above mentioned for surface coat, filling all voids and uneven places, leaving the face of curbing smooth and true to line.

The cement to be used shall be good Portland Cement and shall contain not less than five hundred (50) pounds per hundred cubic feet per square inch seven days after being made, six days of which time said sample to be kept under watch.

The one inch driving and top shall be put on the concrete immediately after the concrete has been put into place and before said concrete has time to set. The work, to be finished down with a grade or other tool inside the line.