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C O N T R A C T.

THIS AGREEMENT, made and entered into this 2nd day of December, 1909, by and between the San Diego Consolidated Gas and Electric Company, a corporation created and existing under and in pursuance of the laws of the State of California, the party of the first part, and hereinafter designated as the Company, and the City of San Diego, a municipal corporation organized and existing under and in pursuance of section 8, article II of the Constitution of the State of California, the party of the second part, and hereinafter designated as the City, WITNESSETH:

WHEREAS, in pursuance of the provisions of Ordinance No. 3872 of the ordinances of the City of San Diego, entitled, "An Ordinance Directing the City Clerk of the City of San Diego to Advertise for Bids for Lighting of Streets, Avenues and Parks of said City with Electric Lights for a Period of not less than One Year, and not more than Five Years from and after the First Day of June, 1910," approved on the 30th day of September, 1909, said clerk of said city advertised for bids for the lighting of the streets, avenues and parks of said city as in said ordinance directed and provided; and,

WHEREAS, said above named company has answered the proposals contained in said advertisement with bids as therein required, and no other bid having been made, and the bid on the part of said company for the period of five years appearing to the Common Council of said city to be just and reasonable, the said Common Council by Resolution No. 5687, approved on the 26th day of November, 1909, has accepted said bid; and,

WHEREAS, the said Common Council has by Ordinance No. 3916, approved on the 2nd day of December, 1909, directed the entering into a contract between the said city and the said company for the said public lighting;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter contained on the part of the said city, the said company does hereby promise and undertake to and with said city that it will furnish the necessary lamps, wires, poles, masts, and all additional equipment required by the lighting and maintenance of the arc lamps hereinafter specified, and that it will light the streets, avenues and parks of said city with electricity furnished by it, from the first day of June, 1910, to and including the first day of June, 1915, in the manner set forth in the said proposal, for the sum of five dollars (\$5.00) per lamp per month, said lamps to be placed and maintained by said company at its own proper expense at the following places:

Arc lamps of a candle power of not less than 450 watts at the arc shall be placed upon towers or masts within said city located as follows:

One iron tower, 125 feet high, located at the intersection of Fourth and Cedar Streets, upon which tower there shall be placed four of such arc lamps.

One iron tower, 125 feet high, located at the intersection of A and India streets, upon which tower there shall be placed three of such arc lamps.

One iron tower, 125 feet high, located at the intersection of B and Twelfth streets, upon which tower there shall be placed three of such arc lamps.

One iron tower, 125 feet high, located at the intersection of Third and Juniper streets, upon which tower there shall be placed three of such arc lamps.

One iron tower, 125 feet high, located at the intersection of Thirteenth and H streets, upon which tower there shall be placed four of such arc lamps.

One iron tower, 125 feet high, located at the intersection of Twenty-first and J streets, upon which tower there shall be placed four of such arc lamps.

One iron tower, 125 feet high, located at the intersection of Twenty-eighth street and National avenue, upon which tower there shall be placed six of such arc lamps.

One iron tower, 125 feet high, located at the intersection of Beardsley street and National avenue, upon which tower there shall be placed four of such arc lamps.

One iron tower, 125 feet high, located at the intersection of Sampson street and Franklin avenue, upon which tower there shall be placed six of such arc lamps.

One iron tower, 115 feet high, located at the intersection of Sixth street and University avenue, upon which tower there shall be placed four of such arc lamps.

One iron tower, 100 feet high, located at the intersection of State and Hawthorn streets, upon which tower there shall be placed four of such arc lamps.

One wooden tower, 125 feet high, located at the intersection of Walnut avenue and Fourth street, upon which tower there shall be placed four of such arc lamps.

One wooden tower, 125 feet high, located at the intersection of Twenty-fifth and C streets, upon which tower there shall be placed six of such arc lamps.

One wooden tower, 75 feet high, located at the south corner of the State Normal School campus on University Heights, upon which tower there shall be placed four of such arc lamps.

Arc lamps of a candle power of not less than 450 watts at the arc shall be placed on iron arms 22 feet in length extended from wooden poles 27 feet high, with one such arc lamp on each of such arms, to be located at each of the following street intersections within said City of San Diego:

Atlantic and H streets;
 Atlantic and F streets;
 Arctic and H streets;
 Arctic and D streets;
 Columbia and H streets;
 Columbia and F streets;
 Columbia and D streets;
 State and E streets;
 State and C streets;
 State and Beech streets;
 Union and H streets;
 Union and D streets;
 Front and A streets;
 First and H streets;
 First and F streets;
 First and D streets;
 Second and E streets;
 Second and Lewis streets;
 Third and J streets;
 Third and H streets;
 Third and F streets;
 Third and D streets;
 Third and Beech streets;
 Fourth and I streets;
 Fourth and G streets;
 Fourth and E streets;
 Fourth and C streets;
 Fourth and A streets;
 Fourth and Elm streets;
 Fourth and Grape streets;
 Fifth and L streets;
 Fifth and J streets;
 Fifth and H streets;
 Fifth and F streets;
 Fifth and D streets;
 Fifth and B streets;
 Fifth and Fir streets;
 Fifth and Hawthorn streets;
 Fifth and Quince streets;
 Fifth street and Brookes avenue;
 Sixth and K streets;
 Sixth and I streets;
 Sixth and G streets;
 Sixth and E streets;
 Sixth and C streets;
 Sixth and A streets;
 Seventh and J streets;
 Seventh and H streets;
 Seventh and F streets;
 Seventh and D streets;
 Eighth and K streets;
 Eighth and G streets;
 Eighth and C streets;
 Ninth and H streets;
 Ninth and F streets;
 Ninth and B streets;
 Tenth and E streets;
 Eleventh and H streets;
 Eleventh and F streets;
 Eleventh and D streets;
 Thirteenth and D streets;
 Fourteenth and K streets;
 Fifteenth and F streets;
 Sixteenth and D streets;
 Sixteenth and H streets;

Sixteenth and I streets;
 Sixteenth and K streets;
 Sixteenth and N streets;
 Eighteenth and K streets;
 Twentieth and D streets;
 Twenty-second and D streets;
 Twenty-fourth and D streets;
 Twenty-sixth street and Logan avenue;
 Twenty-sixth street and National avenue;
 Thirtieth and M streets;
 Thirty-first street and National avenue;
 Thirty-first and Main streets;
 Logan avenue and Dewey street;
 Logan avenue and Evans street;
 Logan avenue and Sampson street;
 National avenue and N street;
 Robinson avenue and Albatross street;
 Stockton and Albatross streets;
 University avenue and University Boulevard;
 Thirty-second and Main streets;
 Sixteenth and M streets;
 Kearney avenue and Crosby street;
 Julian avenue and Dewey street;
 National avenue and Sampson street;
 Marcy avenue, Kearney avenue and Sicard street;
 Webster avenue and Thirty-second street;
 Clay avenue and Twenty-ninth street;
 Grant avenue and Dewey street;
 Twenty-sixth and M streets;
 Twenty-seventh and L streets;
 Evans and M streets;
 Twenty-fifth and L streets;
 Twenty-fifth and K streets;
 Twenty-fourth and K streets;
 Nineteenth and M streets;
 Thirteenth and L streets;
 Fifth and Date streets;
 Sixth and Date streets;
 Fifth and Kalmia streets;
 Third and Nutmeg streets;
 Fifth and Olive streets;
 Third and Quince streets;
 First and Spruce streets;
 Fifth and Upas streets;
 Sixth and Upas streets;
 Second street and Pennsylvania avenue;
 Fifth street and Robinson avenue;
 Eighth and Monterey streets;
 Tenth and Essex streets;
 Richmond street and Robinson avenue;
 Richmond street and Cleveland avenue;
 Pennsylvania avenue and Park boulevard;
 Georgia street and University avenue;
 Oregon street and University avenue;
 Missouri street and University avenue;
 Lincoln avenue and Richmond street;
 Johnson avenue and Vermont street;
 Cleveland and Tyler avenues;
 Cleveland and Meade avenues;
 Maryland street and Monroe avenue;
 Campus and Monroe avenues;
 Park Boulevard and Monroe avenue;
 Park boulevard and Meade avenue;
 Vermont street and Hendricks avenue;
 Fifth and Washington streets;
 Fourth and Lewis streets;
 Hawk and Lewis streets;
 Second and Washington streets;
 Brant and Washington streets;
 Hawk and Washington streets;
 Stephens and Lewis streets;
 Second street and University avenue;
 First and Laurel streets;
 Albatross and Laurel streets;
 Spruce and India streets;
 State and Palm streets;
 India and Beech streets;
 Front and G streets;
 Sixth and M streets;
 Fifth and K streets;
 Fourth and K streets;
 Second and J streets;
 Front and E streets;
 Front and Beech streets;
 First and Elm streets;
 Union and Elm streets;
 Second and Hawthorn streets;
 Front and Hawthorn streets;
 Eighth and Cedar streets;
 Sixth and D streets;
 Tenth and C streets;
 Tenth and I streets;
 Seventeenth and F streets;
 Eighteenth and D streets;
 Sixteenth and A streets;
 Twenty-first and C streets;
 Twenty-seventh and B streets;
 Twenty-eighth and B streets;
 Twenty-eighth and Beech streets;

Thirtieth and Beech streets;
 Thirtieth and Date streets; → Thirtieth and Fir streets;
 Thirtieth and Hawthorn streets;
 Thirtieth and Juniper streets;
 Thirtieth and Maple streets;
 Thirty-first and Elm streets;
 Twelfth and J streets;
 Twenty-seventh street and Irving avenue;
 Twenty-second street and Julian avenue;
 Evans street and Newton avenue;
 Thirtieth and J streets;
 Thirtieth and A streets;
 Thirty-first and Grape streets;
 Twenty-sixth and D streets;
 Eighteenth and I streets;
 Madison avenue and New York street;
 Park Boulevard and El Cajon avenue;
 Texas street and El Cajon avenue;
 Ninth street and University avenue;
 Lewis and Ingle streets;
 Brookes avenue and Albert street;
 Texas street and University avenue;
 Arctic and Chalmers streets;
 State and Date streets;
 Thirtieth and Palm streets;
 Adams avenue and Panorama street;
 Third and I streets;
 Fourth and J streets;
 Logan avenue, between Thirty-first and Thirty-second streets;
 Union and Ash streets;
 Front and Fir streets;
 Twenty-fourth and B streets;

In addition to the above, arc lamps each of a candle power of not less than 450 watts
 at the arc shall be suspended on a wire in the center of the streets hereinafter named, at
 least twenty-five (25) feet above the ground, one lamp to be at each intersection as follows,
 to-wit:

India and Fir streets;
 India and Kalmia streets;
 Ash and Columbia streets;
 Union and F streets;
 Union and B streets;
 Union and Cedar streets;
 Front and C streets;
 Front and Date streets;
 First and Grape streets;
 Front and Juniper streets;
 First and B streets;
 First and Ash streets;
 First and Cedar streets;
 First and Ivy streets;
 First and Maple streets;
 First and Front street and Walnut avenue;
 Second and I streets;
 Second and G streets;
 Second and C streets;
 Second and A streets;
 Second and Fir streets;
 Second street and Brookes avenue;
 Third and B streets;
 Third street and Robinson avenue;
 Fourth and Palm streets;
 Fourth street and Pennsylvania avenue;
 Fifth and Ash streets;
 Fifth and Maple streets;
 Fifth and Spruce streets;
 Sixth and Beech streets;
 Sixth street and Pennsylvania avenue;
 Seventh and B streets;
 Seventh and I streets;
 Eighth and E streets;
 Ninth and J streets;
 Ninth and Beech streets;
 Tenth and K streets;
 Tenth and G streets;
 Tenth and A streets;
 Twelfth and E streets;
 Thirteenth and F streets;
 Fourteenth and C streets;
 Fifteenth and C streets;
 Fifteenth and L streets;
 Eighteenth and G streets;
 Eighteenth and C streets;
 Nineteenth and F streets;
 Nineteenth and H streets;
 Twenty-first and F streets;
 Twenty-second and G streets;
 Twenty-third and F streets;
 Twenty-third and C streets;
 Twenty-fourth and H streets;
 Twenty-fourth and M streets;
 Twenty-fifth and I streets;
 Twenty-fifth and G streets;
 Thirtieth street and Logan avenue;
 Thirtieth street and Woolman avenue;
 Thirty-second street and Woolman avenue;

J street, between Twenty-sixth and Twenty-seventh streets;
M street, between Thirty-second and Thirty-third streets;
Vermont street and University avenue;
Vermont street and Pennsylvania avenue;
Kearney avenue and Sigsbee street;
Julian avenue and Evans street;
Irving avenue and Sampson street;
Irving avenue and Crosby street;
Ninth and D streets;
Twenty-fifth and N streets;
Thirty-first and K streets;
Maple and India streets;
Atlantic and D streets;
Fourteenth and E streets;

In addition to the above, four arc lamps each of a candle power of not less than 450 watts at the arc, shall be suspended by a wire along Main street in said city at least twenty-five feet above the ground, as follows, to-wit:

One on the said Main street midway between the Bridge and the crossing of the San Diego Southern railroad;

One on the said Main street at the crossing of the San Diego Southern Railroad;

One at the intersection of the said Main street and Vesta street;

One at the intersection of the said Main street and Yama street.

Said company undertakes and agrees with said city to move the said lamps from the locations above set out to any other locations within the said City of San Diego and within the terms and provisions of this contract upon notification from the Common Council of said city.

Said lights shall be run on what is known as "Moon Schedule," provided that in the event of darkness from storms or other causes, or in any emergency upon notification from the Police Department, the company will turn on the current during the usual hours of illumination without regard to said Moon Schedule.

The company undertakes to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said company will rebate to the city any and all sums due said city by reason of the failure for any cause whatever of any of said lamps to burn as required by the provisions of this contract; and said company further undertakes and agrees with said city to repair and relight any lamp which for any cause whatever has ceased to burn, within a reasonable time after notification by said city, or any department thereof, after said lamp has failed to properly burn.

The city shall have the right at all times to make such measurements of electricity as it may deem proper for the purpose of ascertaining that the said company is complying with the specifications contained in this contract.

Said company further undertakes and agrees to establish and maintain during the term of this contract any other lamp of the character and candle power above mentioned at any point that may be required by the city, or its duly authorized officers, provided such lamp is not placed more than 2500 feet beyond any present line of the company, and provided further that said company shall not be required by said city to establish and maintain during the last six months of the term of this contract any lamps in addition to those already installed at the beginning of said period of six months.

And the said city in consideration of the furnishing of light to it and to the inhabitants thereof, in manner and form aforesaid, hereby undertakes and agrees with said company to pay it, the said company, five dollars (\$5.00) per month for each lamp actually furnishing a light by the said company, in manner and form as it has undertaken to do, subject to such rebate as may be made on account of outages. And said city will further pay to the said company at the same rate for any and all other lamps that may be established by the company at the request of the city, or its agents, in manner and form as above provided. All such payments shall be made monthly in warrants of the said city duly and properly drawn upon the Street Lighting Fund thereof, and upon presentation of its claims therefor in the proper form.

It is mutually understood that said company shall not be liable to the said city for any damages caused by the failure of said company to perform the terms of this contract in the event only that said failure shall be caused by riots, acts of public enemies, acts of God or state or municipal interference.

Said company further agrees that it will protect the said city against all damage suits, costs of expenses on account of damage to personal property, or for the use or infringement of any patent, or for any reason whatever by reason of the city entering into this contract, or by reason of its using the electric lights or lamps as in this contract provided as may be furnished by the said company.

IN WITNESS WHEREOF, the said company has caused these presents to be executed by its president, and counter-signed by its secretary, under the authority vested in them by section 5 of article II and section 1 of article VI of the By-laws of said company, and to be confirmed by resolution duly adopted by its Board of Directors.

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY.

BY C. E. Groesbeck,

President of San Diego Consolidated Gas
and Electric Company.

(SEAL) ATTEST:

M. B. Fowler,

Secretary of San Diego Consolidated
Gas and Electric Company.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their names, and caused the same to be attested by the City Clerk of the City of San Diego, and by the seal of the said City of San Diego.

THE CITY OF SAN DIEGO.

By John L. Sehon

A. E. Dodson

Frank A. Salmons

Percival E. Woods

Claude Woolman

Members of the Common Council.

(SEAL) ATTEST:

J. T. Butler,

City Clerk of the City of San Diego.

By Allen H. Wright, Deputy.

I hereby approve the draft of the foregoing Contract, this 2nd day of December, 1909.

W. R. Andrews,

City Attorney of the City of San Diego.

By Edgar A. Luce, Deputy City Attorney.

BOND.

KNOW ALL MEN BY THESE PRESENTS, that San Diego Consolidated Gas and Electric Company, a corporation created and existing under the laws of the State of California, as principal, and United Surety Company, a corporation organized and existing under the laws of the State of Maryland, with its principal place of business in the City of Baltimore, in said state, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, organized and existing under and by virtue of the laws of the State of California, in the penal sum of fifty thousand dollars (\$50,000.00), to be paid to the said City of San Diego, for which payment well and truly to be made, the said San Diego Consolidated Gas and Electric Company and the said United Surety Company, and their and each of their successors and assigns, bind itself, its successors and assigns,

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jointly and severally, firmly by these presents.

SEALED with our seals and dated this 2nd day of December, 1909.

THE CONDITIONS OF THE ABOVE AND FOREGOING OBLIGATIONS are such that whereas, said San Diego Consolidated Gas and Electric Company, as principal, on the 2nd day of December, 1909, entered into the above and foregoing contract with the said City of San Diego, to light the streets, avenues and parks of said city with electricity for a period of five years from June 1st, 1910, for the prices as in said contract specified, the same to be done in strict compliance with the terms and conditions of said contract.

NOW THEREFORE, if the said San Diego Consolidated Gas and Electric Company shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract contained on its part to be kept and performed, at the time and in the manner and form therein specified, then this obligation shall be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY.

By C. E. Groesbeck,
President.

(SEAL) ATTEST:

M. B. Fowler,
Secretary.

(SEAL)

UNITED SURETY COMPANY.

By Geo. W. Oesting, President.
Resident Vice President
M. J. Ball,
Resident Assistant Secretary

I hereby approve the form of the foregoing Bond this 2nd day of December, 1909.

W. R. Andrews,
City Attorney,

By Edgar A. Luce, Deputy.

Approved by a majority of the Common Council of the City of San Diego, California, this 2nd day of December, 1909.

John L. Sehon,
A. E. Dodson
Frank A. Salmons
Percival E. Woods
Claude Woolman

(SEAL) ATTEST:

J. T. Butler,
City Clerk.

By Allen H. Wright, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT AND BOND between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY, being Document No. 31297.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

THIS AGREEMENT, made and entered into this 29th day of September, 1910, by and between The Gamewell Fire Alarm Telegraph Company, of New York, a corporation existing under the laws of the State of New York, party of the first part, and the City of San Diego, a municipal corporation existing under and by virtue of the Constitution and laws of the State of California, party of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the covenants by and on the part of said party of the second part contained herein, does hereby agree to lease and let unto the said party of the second part, that certain fire alarm apparatus and material, more particularly described in the specifications hereunto annexed, and hereby made a part hereof, for the period of five years from the date of its acceptance, as hereinafter provided for by said second party, and for the monthly rental of three hundred nine dollars and fifteen cents (\$309.15), payable monthly, beginning thirty days after the date of acceptance of said fire alarm apparatus and material. Said party of the first part does hereby guarantee to save the city harmless from any loss or damage from infringement of patent, or from any costs or expenses incurred in litigation relating thereto, it being understood and agreed that it shall be the duty of the said party of the second part to notify at once the said party of the first part of the bringing of any suit, or the making of any claim on account of any such infringement.

Said party of the first part further undertakes to make good at any time within five years from the date of said acceptance, at its own expense, any inherent defect in any apparatus or material manufactured and furnished, by it to the said second party herein, by virtue of or in pursuance of, this contract.

And the said party of the second part, for and in consideration of the covenants by and on the part of said first party herein contained, hereby agrees to hire the said fire alarm system described in the specifications annexed hereto, and to pay to the said party of the first part the rent and other payments herein reserved, in the manner herein specified, and in the event of any payment not being made in accordance with the terms of this contract, the party of the first part, after due notice of default, shall have the power to remove any and all of said apparatus and material, and said party of the second part shall be liable for any loss or damage to said apparatus and material except otherwise than by natural wear and tear in the ordinary use of the same, and by natural and inherent defects.

And it is mutually understood and agreed by and between the parties hereto:

That said party of the second part shall have at all times during the existence of this lease the right and option to purchase said fire alarm apparatus and material for a sum equal to the rent due, or that might become due, less three per cent. per annum of said sum; and that at the termination of this agreement, on making the payments aforesaid, the said fire alarm apparatus and material shall become in its entirety the property of the said party of the second part, but that until the completion of said payments the ownership of said apparatus and material specified herein shall remain with said party of the first part; and further that it shall be the duty of said party of the first part to furnish and deliver said apparatus and material free on board the cars at said San Diego, California, within the period of not more than 120 working days from the date of the signing of this agreement, and that upon said delivery the said party of the first part shall notify the said party of the second part to such effect in writing, whereupon within one week thereafter an agent of said second party shall inspect said apparatus and material, and if found to be in accordance with the specifications annexed hereto, and in accordance with the terms of this agreement, then and in that event it shall be the duty of said party of the second part, within ten days thereafter to accept said apparatus and material, and to issue to the said party of the first part a written certificate of such acceptance, and thereafter the said party of the second part shall maintain and keep said apparatus and material in repair, at its own proper

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cost and expense during the period for which this contract shall remain in force, it being understood that all dates of delivery of said apparatus and material are contingent upon strikes, delays of carriers, or other causes unavoidable or beyond the control of the said party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in duplicate, by its duly authorized General Agent, A. J. Coffee, and the said party has caused these presents to be executed by a majority of the members of its Common Council, and the seal of said city hereto attached, the day and year first above written.

THE GAMEWELL FIRE ALARM TELEGRAPH COMPANY,

By A. J. Coffee,
General Agent.

CITY OF SAN DIEGO.

By A. E. Dodson
Frank A. Salmons
John L. Sehon,
Percival E. Woods,

(SEAL) Attest:

J. T. Butler,
City Clerk.

I hereby approve the form of the foregoing Contract this 29th day of September, 1910.

W. P. Andrews,
City Attorney.

POSITIVE NON-INTERFERING AND SUCCESSIVE.

KEYLESS-DOOR FIRE ALARM SIGNAL BOXES.

There shall be Sixty-four (64) Positive Non-interfering and Successive Fire Alarm Signal Boxes with box starting keyless doors.

These boxes shall be arranged to transmit a definite and distinct signal of four rounds at one operation of the starting lever.

These boxes shall be so arranged that should two or more on any circuit, or on any part of the system, be operated at or near the same instant, and open the circuit simultaneously, one box will be automatically selected to transmit its signal without any confusion or interference, indicating its exact location over all the circuits and on all the alarm or recording apparatus connected with the system.

The box or boxes pulled simultaneously with, or while the first box is transmitting its signal, shall transmit their signals successively one after the other, provided that not less than two nor more than five boxes so pulled will transmit their signals, the others to re-set themselves automatically in normal rest condition and ready to be operated again.

The boxes shall be so arranged that no careless or malicious manipulation of the starting lever will interfere in any way with the correct transmission of the signal.

The signal mechanism of each box shall be operated by means of a lever protruding through the outer door, the said lever to be in combination with a mechanical train work device for the purpose of operating a gong located in the door of the box so that when the lever is turned to operate the box the gong will ring in a loud manner and at the same time the mechanism in the door of the box will start the electro mechanism of the fire alarm box automatically, thereby passing the alarm to the fire department.

The boxes shall be arranged to operate on a closed metallic circuit, without the use or necessity of grounds or other lines of connection.

The boxes shall be so arranged that when in normal condition the signaling devices shall be protected by an efficient shunt protector, and this protector shall be so arranged

as to be mechanically forced open by the operation of the starting lever for the purpose of sending an alarm. After the transmission of an alarm the protective shunt shall be automatically closed, thus protecting the box from abnormal electric currents.

The boxes shall be provided with double signaling contacts made of the best known material for the purpose, and the surfaces depended upon to make connection shall be faced with heavy platinum contacts so arranged that when in normal condition all dust and dirt shall be excluded from the contact surfaces thereof.

The signaling mechanism of each box shall be heavily constructed of Excelsior bronze. All gears to be milled and the wheels to have wide surfaces. All shafting to be of high-grade steel and the side plates or frame of the mechanism of heavy Excelsior bronze. The mechanism to be of the trigger tripped, wound type and shall be capable of transmitting at least thirty-four (34) rounds of the box at one complete winding.

The signaling mechanism of each box shall be enclosed in three separate and distinct iron cases, the inner case being provided with a glass front, through which the mechanism can be readily inspected.

The inner case containing the signaling mechanism shall be mounted in a second or inside case. This case shall be provided with a cast iron door equipped with bronze lock and hinges.

The inside case shall also contain a single stroke bell for striking the number of the box sending the signal; a signal key, by means of which engineer's code signals may be transmitted manually; an efficient shunt protector operated by the outside door of the box in such a manner that when the door is shut and the signal mechanism is at rest the box is protected from abnormal currents; a combined lightning arrester, line terminal and grounding plug switch, so arranged that the line entering the box may be grounded at either side for tests or to temporarily bridge a break in the circuit, or by use of a plug the box may be shorted off the line.

The box shall be so arranged that it may be tested both electrically and mechanically by the use of a permanently located test switch which shall be mounted upon slate and arranged in the box in a convenient manner for operation, and it must be so designed that the box may not be left cut out of the circuit by the use of said switch.

The outside pipe case shall have threaded holes at its top and bottom for 1/2" pipe to permit the entrance of wires,

Each box shall be provided with a standard mica insulator for the top of the box into which the 1/2" pipe shall be screwed, thus thoroughly insulating the box from the pipe.

The cast iron cases of the boxes shall be of the best quality gray iron, painted vermilion and finished in a first-class manner. All electric current carrying parts of the fire alarm boxes shall be thoroughly insulated from the non-current carrying parts of said boxes, and the boxes shall be so arranged that a person operating them will not be injured by abnormal electric currents that might become crossed with the fire alarm system.

The outside keyless-door of each box shall be fitted with a brass tumbler lock to be operated by a release or master key, and there shall be furnished with the quota of boxes one dozen master keys for these doors. Locks and keys upon the outside doors shall be uniform throughout. The lock on the inside square case shall be of the same pattern as now used in San Diego in the fire alarm boxes.

The boxes shall be distinctly numbered, with a raised bronze number plate situated on the outside of the door. Said plate to be filled with enamel, and the starting lever of each box shall be heavily nickel-plated. All of which is shown in the accompanying cuts marked "A" and "B".

PUNCH REGISTERS FOR DEPARTMENT HOUSES.

There shall be eight (8) Punch Registers of the Excelsior type and exactly similar

to the one shown in cut marked "C" attached hereto, and also similar to those now in use in the Fire Department of San Diego. These Punch Registers are heavily constructed, having side plates and gear wheels of Excelsior bronze. All the shafting to be of highest grade steel and all journals and the mechanism shall be thoroughly protected from dust. The top and end sides of the registers shall be covered with beveled plate glass to admit of easy inspection, and the mechanism shall be mounted upon an iron bronzed base, neatly designed, and said base on its inside is to be fitted with suitable terminal binding posts for the connections, and the electro-magnet to operate the mechanism of the punch register shall be wound with enamel wire and contained in the base of the instrument so as to be easy of access. These instruments shall be fitted with a standard brass reel to accommodate a standard roll of 1" register paper, and the punching device shall perforate 1/4" holes through the paper tape, indicating the number of the fire alarm box operated. The punching device shall be of the Eccentric Return type so as to be positive in its action.

PUNCH REGISTERS FOR CENTRAL OFFICE EQUIPMENT.

There shall be Eight (8) punch registers of the Ideal type, exactly similar to the cut marked "C" attached hereto, and also similar to those now in use in the fire department of San Diego, but of a smaller type. These punch registers are heavily constructed, having side plates and gear wheels of Excelsior bronze. All the shafting to be of highest grade steel and all journals and the mechanism shall be thoroughly protected from dust. The top and end sides of the registers shall be covered with beveled plate-glass to admit of easy inspection, and the mechanism shall be mounted upon an iron bronzed base neatly designed; said base on its inside is to be fitted with suitable terminal binding posts for the connections, and the electro magnet to operate the mechanism of the punch register shall be wound with enamel wire and contained in the base of the instrument so as to be easy of access.

These instruments shall be fitted with a standard brass reel to accommodate a standard roll of 1/2" register paper, and the punching device shall perforate about 3/32" holes through the paper tape, indicating the number of the fire alarm box operated. The punching device shall be of the Eccentric Return type so as to be positive in its action.

Six of these punch registers are designed to be located upon the box circuits, and one punch register is designed to be located upon a gong circuit, all to function in combination with the non-interfering automatic repeater now in use, so that when said repeater is thrown out of service for repairs, or cleaning, the alarms may be received upon the registers and transmitted by a signal key, manually, thus making the present automatic office also a manual office.

WINKER LIGHTS FOR CENTRAL OFFICE EQUIPMENT.

There shall be Eight (8) small incandescent lamps mounted upon an upright or vertical plain brass standard suitably arranged to be mounted upon a table or shelf just back of the Ideal Punch Registers. These lights to have red globes and to be ornamental in design so as to present a neat appearance. Accompanying each light there shall be provided a small relay wound with enamel wire, said relay to be for the purpose of controlling these lights upon its local. The electro-magnets of the relays to be in series in the line so that when a fire alarm box is operated the incandescent lamp will be lighted at each opening impulse from the box, thereby affording a visual signal indicating exactly upon which circuit the alarm is being transmitted.

Of the Seven Winker Lights to be provided, Seven (7) of them shall be designed to be placed upon the box circuits, while one (1) shall be designed to be placed upon a gong circuit.

CONTROLLING SWITCHES FOR CENTRAL OFFICE EQUIPMENT.

There shall be Seven (7) Controlling Switches of the multiple lever type, said switches to be mounted upon a slate base and arranged to be connected in combination with the automatic non-interfering repeater now in use, so as to cut in and out of circuit the coils of

said repeater, thereby making it possible to use the present automatic repeater as a gong alarm circuit transmitter, similar to the method used in large manual offices.

SIGNAL KEYS FOR CENTRAL OFFICE EQUIPMENT.

There shall be Eight (8) main line signal keys of the back contact pattern so arranged that they may be mounted upon a shelf or table and to function in combination with the punch registers and automatic non-interfering repeater, and other devices combining the central office equipment. These keys are for the purpose of sending out individual alarms upon any circuit, or they may be used for Morse or code signaling, and are to be constructed of Excelsior bronze and finished in a handsome manner.

AUTOMATIC RECORDING SET FOR CENTRAL OFFICE EQUIPMENT.

There shall be One (1) Recording Set to consist of one Excelsior Punch Register, one (1) Excelsior time and date stamp and one (1) standard take-up reel, shown in cut "D" attached hereto. The Excelsior Punch Register is of the Standard type described in the specifications hereto attached under the heading of "Punch Registers for Department Houses".

The time and date stamp is to be heavily constructed with plates of Excelsior bronze and mounted upon an iron base suitably bronzed, with connecting points in the base for the wires. The electro-magnet of the stamping device shall be wound with enamel wire. The clock regulating the timing of the stamp shall be contained in the mechanism, its face being placed horizontally on top of the stamp and arranged so that it may be easily set for proper time. The type wheels of the mechanism shall be operated by one spring and a planetary driving mechanism, the clock regulating the advancement of said wheels so as to give the proper time, indicating the year, month, day, hour and minute, and fraction of minute that any alarm is received. The mechanism and gear wheels shall be designed for at least twenty-four (24) years operation, automatically taking care of the short months and leap years, it only being necessary to keep the time stamp properly wound up and its controlling clock set to insure a proper record indelibly impressed upon a paper tape one inch wide, upon which the alarm is indicated in punched holes as same is received. The paper tape being automatically reeled up by the reel as shown in the cut, thereby preserving an accurate and perpetual record of all alarms and taps upon the fire alarm system.

AUTOMATIC ELECTRIC LIGHT SWITCHES.

There shall be Eight (8) Automatic Electric Light Switches similar to those shown in cut "E", attached hereto.

These switches are for the department houses and are for the purpose of automatically lighting the electric lights in the house upon the first tap of an alarm, and in a given time thereafter, usually five or ten minutes, the switch automatically turns the lights off thereby saving electric lighting current.

The mechanism of these switches is mounted upon a slate base. The gear wheels and plates are made of Excelsior bronze, and all shafting of high-grade steel. The mechanism is protected by a heavy, metal cover of neat design, and the electric-lighting switch combining this instrument is of the double-pole type, so that both sides of the electric lighting circuit is open or closed as the case might be.

STOP CLOCKS.

There shall be Three (3) Stop Clocks similar to the design shown in the cut marked "F", the same being for department houses, and are intended to indicate the exact moment an alarm is received. These clocks are mounted in a quarter-oak case having a glass front door, and upon the face of the case is located two (2) dials, one above the other, the upper dial indicating the continuous time while the lower dial is arranged to operate in unison therewith, but will stop instantly upon the first tap of an alarm so that when the fire company returns to its house they can see exactly the moment they were called out and compute the time they have been in service by the difference in time between the two dials.

The lower dial is restored into action by pushing a small button upon the face of the clock for the purpose, and the hands are set in unison with the upper dial, manually.

MOTOR GENERATOR Set

There shall be One (1) Motor Generator Set consisting of an alternating current motor, flexibly coupled to a direct current generator, mounted upon one cast iron base.

The Motor shall be of sufficient capacity and suitably wound for available service current in the City of San Diego, and the dynamo shall be designed for one hundred and ten (110) volts E. M. F. and shall have a sufficient ampere capacity to charge the storage batteries efficiently.

REMODELING OLD BOXES.

There shall be Twenty-five (25) platinum key brake contacts, suitably mounted, to be attached to as many old style Gardiner fire alarm boxes, to take the place of the old style brush contacts so that said boxes may meet the recommendations of the National Board of Fire Underwriters' experts.

CHANGING CHARACTER WHEELS IN FIRE ALARM BOXES.

There shall be Thirty (30) character wheels, numbered as may be designated by the Chief of the Fire Department, for Gardiner fire alarm boxes which are to be moved from the down-town district where they are now located, to suburban districts, thereby requiring the boxes to be re-numbered, which is accomplished by changing the character wheel to the new number designation.

CIRCUIT CHANGING SWITCHES FOR DEPARTMENT HOUSES.

There shall be Five (5) two-circuit, circuit changing switches mounted upon slate base for the purpose of switching the house apparatus from one circuit to another.

Each switch shall consist of four (4) single-arm levers mounted in gang so that all the levers may be thrown with one movement.

There shall be provided upon the slate base suitable binding posts for the connecting wires.

These switches shall be heavily constructed, the slate well filed with moisture-proof material and shall be designed to screw against the wall.

ADJUSTMENT OF APPARATUS.

There shall be the services of one fire alarm expert furnished to promptly adjust all apparatus furnished under this contract, after the same has been installed. The expert shall also fit all new character wheels and contacts that may be furnished, in accordance with the foregoing specifications, it being understood that his services will not be required any longer than will be necessary to do the work efficiently and consistent with good results.

RENEWING AND REPAIRING OLD GAMEWELL AUTOMATIC REPEATER.

The old repeater of the Gamewell manufacture, owned by the City of San Diego, shall be completely repaired so as to make it as nearly good as new as possible.

The coils shall be re-wound with enamel wire; all connections between the contact points and from the coils to the binding posts shall be made with the enamel wire artistically coiled as a spring so as to present a neat appearance; all brass and German silver parts shall be repolished and lacquered throughout; all shafting shall be repolished throughout; all contact points and springs carrying same shall be reset and adjusted in a proper manner; all platinum contacts that may be worn or burned shall be renewed when necessary; all defective parts shall be renewed throughout; the rubber cases of the coils and other rubber parts shall be polished throughout; new cords for the weights shall be furnished throughout.

The glass case for the repeater shall be re-nickle plated throughout.

The repeater shall be completely adjusted so as to be in perfect condition for operation.

LINE MATERIAL AND TOOLS.

There shall be furnished the following materials:

Ten (10) iron pedestals for boxes, with hand-hole at bottom to admit of easy access,

Three Thousand (3000) ft. 1/2" galvanized iron pipe,

Sixty (60) condulets for 1/2" galvanized iron pipe,

Six hundred (600) 1/2" galvanized pipe straps,

Fifty (50) pounds wire solder,

Fifty (50) Allen soldering sticks,

Sixty (60) rolls friction tape,

Forty (40) rolls rubber tape,

Five Hundred (500) Number 5-1/2 knobs and nails,

Eight thousand (8000) ft. Number 14 B. & S. G. copper wire, rubber covered and braided code standard,

Five Hundred (500) ft. 1/4" circular loom,

Twenty (20) miles No. 10 B. & S. G. hard drawn copper wire, triple braided, weather proof covered, thoroughly saturated with dense moisture-proof insulating compound which will not damage the braid and shall be applied in such a manner as to drive any atmospheric moisture from the cotton braiding, thereby securing a covering to a great degree water-proof and of high insulating power. The compound must retain its elasticity at 0 degrees Fahrenheit, and must not drip at 160 degrees Fahr. The wire shall be furnished in coils one-half mile in length, securely wrapped in burlap.

Three hundred (300) McIntyre sleeves for making connections in No. 10 B. & S. G. line wire,

Seven hundred and fifty (750) pounds No. 10 soft drawn, triple braid, copper wire, triple weather-proof insulated,

Twelve hundred (1200) standard double-petticoat glass insulators,

One hundred (100) heavy transposition, one-piece standard glass insulators,

Twenty-five (25) Home phone cross-arms,

Twenty-five (25) Sunset 'phone cross-arms,

one hundred (100) 16" space bolts and washers,

One hundred (100) 16" through bolts and washers,

One hundred (100) 14" space bolts and washers,

One hundred (100) 14" through bolts and washers,

One (1) coil No. 8 galvanized iron wire,

One Coil No. 6 galvanized iron wire,

100 medium class circuit-breakers,

One combination vise and pipe, holder capable of holding at least three inch pipe,

One pipe-cutter,

One set of Armstrong dies, one-quarter to one inch,

Two (2) 14" Stillson wrenches,

One take-up reel for line-wire,

One pay-out reel for line-wire,

Five hundred (500) ft. Duplex lead armored cable containing Two No. 14 B. & S. G. solid core copper conductors insulated with saturated fiber and wound with tape, all to be contained in lead sheath,

One Hundred (100) standard oak brackets,

Fifty (50) pounds 50d nails,

Fifty (50) pounds 30d nails,

Fifty (50) pounds 10d Nails,

Four (4) barrels cement,

Fifty (50) 4" flat-head screws, bright,
 One hundred (100) 1/4" stove-bolts one inch long,
 Fifty (50) 1/2" galvanized iron pipe unions,
 Fifty (50) 1/2" galvanized iron pipe ells,
 Fifty (50) 1/2" galvanized pipe couplings,
 One hundred (100) "Bt." type storage batteries, complete,
 One hundred (100) box washers for between cases.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract---between City of San Diego, California, and The Gamewell Fire Alarm Telegraph Company of New York, being Document No. 36931.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

T H I S I N D E N T U R E. made this 3rd day of October, A. D., 1911, between the CITY OF SAN DIEGO, a municipal corporation, party of the first part, and THAT CERTAIN SCHOOL DISTRICT known as SAN DIEGO DISTRICT OF SAN DIEGO COUNTY, party of the second part,

W I T N E S S E T H:-

THAT the said party of the first part does hereby lease and demise unto the said party of the second part those certain lands and premises situate, lying and being in the City of San Diego and State of California, and particularly described as Block 510 of Old Town, according to the map of said Old Town as the same appears of record in the office of the County Recorder of San Diego County.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part for the full period of fifty (50) years from this date, the said second party yielding and paying therefor an annual rental of One (\$1.00) Dollar, and the occupancy by said party of the first part of Lot 4 of Block 436 of said Old Town for and during the same length of time that the said second party shall have the use and occupation of the lands and premises hereby leased and let unto said second party.

Said demised premises to be used by said second party for the maintainance of a public school or schools thereon; and in order to carry into effect the objects and purposes of this lease full authority is hereby given to said second party to erect on said premises, at the proper cost of said second party and without any charge against the first party therefor, all such building or buildings, and appurtenances thereto, as in the judgment of its Trustees shall seem necessary or proper, and all of which buildings and appurtenances may be removed by said second party on the termination of this lease or any time prior thereto.

It is further expressly understood and agreed that said second party, or its Trustees, shall not assign this lease or underlet said premises, or any part thereof, to any person or for any use whatever, and that whenever said premises shall not be used at the times and in the manner as other school premises in the City of San Diego are used, then this lease shall at once become void and of no effect and the said second party shall forthwith surrender the possession of the said demised premises to said first party.

I N W I T N E S S W H E R E O F a majority of the members of the Common Council of said first party, in pursuance of a resolution duly passed by the said Common Council, have hereunto set this hands the day and year hereto first above written, as and for the act and deed of said City.

Percival E. Woods

A. E. Dodson

Herbert R. Fay,

Members of the Common Council
of the City of San Diego.

STATE OF CALIFORNIA,)
: SS:
COUNTY OF SAN DIEGO.)

On this 3rd day of October, A. D. 1911, before me, W. E. BARTLETT, a notary public in and for the County of San Diego, personally appeared P. E. WOODS, A. E. DODSON, ~~JOHN E. SEHON~~ and HERBERT R. FAY, to me known to be members of the Common Council of the City of San Diego, and acknowledged to me that they executed the foregoing instrument as and for the act and deed of said City.

W. E. Bartlett

Notary Public in and for County of San Diego,

State of California.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE--CITY OF SAN DIEGO and SAN DIEGO SCHOOL DISTRICT for certain lands in Old Town, being Document No. 45300.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS INDENTURE, made the 9th day of October, A. D. 1911, between that certain School District known as San Diego School District of San Diego County, party of the first part, and the City of San Diego, a municipal corporation, party of the second part,

WITNESSETH:

THAT the said party of the first part does hereby lease and demise unto the said party of the second part those certain lands and premises situate, lying and being in the City of San Diego, County of San Diego and State of California, and particularly described as Lot 4 of Block 436 of Old Town as the same appears of record in the office of the County Recorder of San Diego County, except that portion occupied by Stewart's Grocery.

TO HAVE AND TO HOLD the above described premises unto the said party of the second part for the full period of fifty (50) years from this date, the said second party yielding and paying therefor an annual rental of One (\$1.00) Dollar and the occupancy by said party of the first part of Block 510 of said Old Town for and during the same length of time that the said second party shall have the use and occupation of the lands and premises hereby leased and let unto said second party.

IN WITNESS WHEREOF, the Trustees of the said School District have hereunto set their hands the day and year herein first above written.

San Diego School District of San Diego County

By

E. E. Capps

L. G. Jones

E. R. Watson

Geo. J. Magly

Hans Marquardt,

Trustees of School District known as San
Diego District, San Diego County.

STATE OF CALIFORNIA,)
: ss:
COUNTY OF SAN DIEGO.)

On this 18th day of October, A. D. 1911, before me, W. E. BARTLETT, notary public in and for the County of San Diego, personally appeared E. E. Capps, L. G. Jones, E. R. Watson, Geo. J. Magly and Hans Marquardt to me known to be Trustees of the School District known as San Diego District of the County of San Diego, and acknowledged to me that they

executed the foregoing instrument as and for the act and deed of said School District.

W. E. Bartlett

NOTARY PUBLIC In and for County of San Diego,

(SEAL)

State of California.

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of LEASE--from SCHOOL DISTRICT TO CITY OF SAN DIEGO, LOT 4, Blk 436, Old Town, being Document No. 45673.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yd Jacques Deputy.

T H I S A G R E E M E N T made and entered into this 28th day of February, A. D. 1912, by and between THE GAMEWELL FIRE ALARM TELEGRAPH COMPANY, of New York, a corporation, existing under the laws of the State of New York, party of the first part, hereinafter designated and referred to as the Company; and the CITY OF SAN DIEGO, a municipal corporation, existing under and by virtue of the constitution and laws of the State of California, party of the second part, hereinafter designated and referred to as the City;

W I T N E S S E T H:

THAT said Company, for and in consideration of the covenants by and on the part of the said City contained herein, does hereby lease and let unto the said City that certain Police Signaling and Flash-light apparatus, contrivance, mechanism and material more particularly described in the specifications hereunto annexed, which are marked "Exhibit A", and hereby made a part of this contract as completely as if fully incorporated herein, for a period of five years from the date of the acceptance of said plant and material by said City, as hereinafter provided, upon the following terms and payments, namely:

The payment of Twelve Hundred Fifty-three and 81/100 Dollars (\$1253.81) within thirty (30) days from the execution of this contract, and the further payment of Three Hundred Fifty Dollars (\$350.) per month for the period of sixty (60) months, as rent, beginning such payment thirty (30) days after the acceptance of said plant, system and material by said City.

Said Company agrees, at its own proper cost and charge, to furnish and deliver to said City, free on board cars at San Diego, and within 180 days from the ^{date of the} execution of this contract, all the material set out and enumerated in the said specifications hereinabove referred to, and that all of said material shall be of the very best quality and well suited to the purpose or purposes for which it may be designed; and also to immediately notify the Chief of the Fire Department of said City of such delivery,- whereupon, within one week thereafter, the Chief of the Fire Department of said City shall inspect said apparatus and material, and if found to be in accordance with the specifications annexed hereto, and in accordance with the terms of this agreement, then it shall be the duty of the said City within ten days thereafter to accept said apparatus and material and to issue to the said Company a written certificate of such acceptance; and thereafter the said City shall maintain and keep said apparatus and material in repair at its own proper cost and expense.

And the said Company further agrees that it will, at any time within five years from the date of acceptance, at its own expense and without any reimbursement from the City, make good any inherent defect in any apparatus or material manufactured or furnished by it to said City in pursuance or fulfillment of this contract.

Said Company hereby agrees to furnish an expert to install the central office and the material proper to be placed therein, and to adjust all boxes, flash-light apparatus and instruments in proper condition for operation.

Said Company further undertakes and agrees to save the City harmless from any loss or damage from infringement of any patent and from any costs or expenses incurred in any

litigation relating thereto, or for any infringement of, or to prevent any infringement of any patent or alleged patent on any of the appliances used or to be used in the fulfillment of this contract; it being understood that the said City will notify said Company at once of the bringing of any suit or the making of any claim on account of any such infringement or alleged infringement.

And further that said City shall have at all times during the existence of this lease the right and option to purchase said Police Signaling and Flash-light apparatus and all of the property and materials connected therewith, at and for a sum equal to the rent due, or that might become due, less three per cent (3%) per annum of said sum; and that on the termination of this agreement and the paying of said rent as above specified, the said apparatus with all its appurtenances shall become in its entirety the property of said City; but that until the completion of said payments the ownership of said apparatus and material shall remain with said Company.

And the said City, in consideration of the promises and agreements of the said Company, hereby undertakes and agrees to and with the said Company, that so far as the said materials comply with the specifications attached hereto and mentioned in Exhibit A it will, upon notice, accept the same, and that it will pay the rent in the manner and form and according to the times hereinabove specified; and that it will continue to pay the said rent until the full sum of \$22,253.81 shall have been paid, subject to the discount of three per cent. (3%) above stated.

And further, that the said City will, at its own expense, excepting with the aid of an expert (which as above provided the Company shall furnish,) install the said plant and maintain the same in good repair and condition during the whole term of the life of this lease.

Should the said City fail to make any payment as the same shall become due and in the manner hereinabove specified, the said Company, after due notice of default, shall have the power to remove any or all of said apparatus and material, and said City shall be liable for any loss or damage to said apparatus and material occurring otherwise than by natural wear and tear in the ordinary use of the same or on account of any natural and inherent defects.

I N W I T N E S S W H E R E O F, THE SAID Company has caused these presents to be executed in duplicate by its duly authorized General Agent, A. J. Coffee; and the said City has caused these presents to be executed in duplicate by a majority of the members of its Common Council and the seal of the said City to be hereto attached, and attested by the City Clerk the day and year first above written.

THE GAMEWELL FIRE ALARM TELEGRAPH COMPANY,

By A. J. Coffee

General Agent.

CITY OF SAN DIEGO,

By Percival E. Woods

D. K. Adams

John L. Sehon

Herbert R. Fay

A. E. Dodson

(SEAL) Attest:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing contract this 28th day of February, 1912.

W. R. Andrews,

City Attorney.

The
GAMEWELL FIRE-ALARM TELEGRAPH COMPANY.

Executive Office 19 Barclay St., New York.

San Diego, Cal., February 24, 1912.

To the Honorable

The Common Council,

San Diego, Cal.

We respectfully propose and agree to furnish and deliver in San Diego, Calif., our latest and most improved Police Signaling and Flash-light apparatus, in accordance with the specifications attached hereto.

We propose to furnish this equipment within one hundred and eighty working days after date of awarding the contract to us, and we will lease the same for a period of five (5) years, all for the sum of One thousand two hundred fifty three and 81/100 (\$1,253.81) Dollars, to be paid within thirty (30) days after delivery as hereinafter provided, and the further payment of Three hundred fifty and no/100 (\$350.00) Dollars, monthly, during said period. The said City shall have the right and option to purchase said equipment any time during the existence of said lease, for a sum equal to the amount of the rental due, or that might become due, less three per cent (3%) per annum of said sum. At the termination of said lease, the said City shall have the option to purchase said equipment for the sum of One (\$1.00) Dollar.

Lapsed payments to bear interest at the rate of six percent per annum from date of coming due and until paid.

All payments as per above terms shall be made to the order of the Treasurer of THE GAMEWELL FIRE ALARM TELEGRAPH COMPANY.

It is further understood and agreed that the ownership of all the apparatus and material specified herein shall remain with the GAMEWELL FIRE ALARM TELEGRAPH COMPANY until all payments shall have been made in accordance with the terms of this contract. Also in the event of any payment not being made in accordance with said terms, THE GAMEWELL FIRE ALARM TELEGRAPH COMPANY, after due notice of default, shall have the power to remove any or all of said apparatus and material.

Within three days after written notice from us to the City that the material herein specified has been furnished, it shall forthwith cause the same to be inspected, and if found to be in faithful compliance with the attached specifications, it shall immediately accept the same and deliver to the undersigned a certificate to that effect.

It is understood that all dates of delivery of apparatus and completion of the work are contingent upon strikes, delays of carriers, or other causes unavoidable or beyond our control.

We agree to save the City of San Diego, California, harmless against any loss or damage from infringement of patents, it being agreed that the said City shall at once notify the said THE GAMEWELL FIRE ALARM TELEGRAPH COMPANY of the bringing of such suit or claim. And we also agree to make good at any time within five years, at our own expense, any inherent defect in either the material or workmanship of any apparatus manufactured by us.

THE GAMEWELL FIRE ALARM TELEGRAPH CO.

A. J. Coffee,

Gen'l Ag't.

POLICE DESK COMBINED WITH STORAGE BATTERY SWITCH-BOARD.

There shall be one four (4) circuit central office equipment consisting of a handsomely finished oak cabinet desk with slate back, upon which shall be mounted all the necessary apparatus and devices for the successful operation of four police box circuits and

and one stable or wagon house circuit for signalling as well as telephoning.

This desk shall contain all the energy controlling devices and no batteries shall be used in the boxes for telephones or at the stable.

The desk shall be provided with two recesses on the upright part, covered with bevel plate glass doors. Said recesses shall contain the main line relays, buzzer, telephone light relays and charging current plug fuses.

The main line relays shall be made of non-combustible material, with composition bronze bases, having neat moulding around the edge of same, and bronze spectacles.

The cores, yokes and armature of the relays shall be of the finest grade annealed Swedish iron, and the spools shall have metallic heads and shells.

The magnet wire insulation shall stand a 1,000 volt test when a knot is tied in said wire and a testing line put on the knot and on a bare part of said wire.

At this test no current shall pass through the magnet wire. The magnet wire shall be guaranteed to stand a test of 150 degrees without injury and shall not be affected in any damaging way if immersed in water.

Each relay shall be provided with the necessary front and back contacts for operating the register and emergency signals. All local contact points on the relays shall be of solid platinum wire.

Upon the exposed slate part of the desk shall be mounted the following apparatus:

A bronze composition annunciator index-plate running across the slate and having a pebbled background with finished borders and numbers corresponding to and over each annunciator; said index plate shall serve as a shield for the annunciator drops:

A pilot lamp which shall be responsive to the removal of the telephone receiver of any box on the circuit which act shall cause the lighting of the pilot lamp of the circuit upon which the box is connected, thus calling attention to the circuit desiring telephone connection:

An automatic answer-back hummer device. This, when set, shall be capable of operating any or all circuits:

A combination telephone switch and pilot lamp holder for each circuit; said switch shall be assembled on a bronze frame with pebbled background and bronze border; the switch shall be capable of four steps, one for automatic and one for manually humming the telephone receiver at any street box when the door of said box is opened for the purpose of indicating to the patrolman that telephone conversation is desired with him by the Central Station or Precinct Station at which the box may be connected, one position for talking and one position idle for normal:

A right and left ground detector switch arranged so to test each circuit when connected with a voltmeter by means of switches provided for the purpose:

A set of line terminals and telephone switches for the stable circuit:

There shall be facilities for operating the register and time-stamp together or separately for testing purposes; also for testing the battery of each circuit.

There shall be one annunciator for each circuit and one for the stable circuit. These annunciators shall be arranged to drop at the beginning of each emergency signal and expose the number of the circuit from which the signal is being received. The drop of each annunciator shall cause its own circuit to break and the emergency bell circuit to close, the bell continuing to ring until said annunciator is restored. There shall be a restoring push button for each annunciator.

There shall be provided one vibrating bell for the purpose of calling attention to all emergency signals; also one tapper bell to operate on the stable transmitter circuit.

The desk shall be provided with all necessary devices for charging an independant battery for each circuit and the necessary local batteries, and for regulating and controll-

ing the electro-motive forces of the entire system.

The charging and battery controlling devices shall consist of the following:

One double-pole single-throw knife switch for the supply circuit; two plug fuses of proper capacity; one manual relay for automatically disconnecting the charging current whenever that current is interrupted; one Weston round type ammeter and one Weston type voltmeter set flush into the slate board and having bronzed bezzles; one jack spring for each of the charging circuits and one jack spring for each of the working batteries; one jack plug with flexible cord connection ammeter and voltmeter. By the insertion of the plug into any jack spring the voltage of that particular battery and the rate of charge or discharge shall be indicated simultaneously. The above mentioned jack springs shall have handsome bronze caps.

The desk shall be provided with suitable lamp resistance for each charging circuit. The lamps shall be mounted on slate on top of the cak cabinet.

There shall also be provided and mounted on the front of the slate board a set of switches and devices, by means of which the batteries may be charged in multiple or in series as may be desired.

The desk shall also be adapted to utilize direct currents of 110, 220, or 500 volts for charging purposes.

There shall be a gang-switch containing the terminals of charging supply and all the batteries, and so arranged that the moving of said gang-switch from one side to the other will shift the working batteries in the charging side or vice versa without interrupting the working lines.

There shall be provided line fuses and combined lightning arrester line terminals for the box and stable circuits.

There shall be a magnet generator and bell conveniently located to ring up the Chief.

On the flat part of the desk there shall be mounted the following:

One four (4) circuit recording set, consisting of one four (4) circuit police register for relieving and recording; one automatic time and date stamp for automatically timing and dating the reception of all signals; one take-up reel for automatically reeling up the paper, which shall be located in a drawer under the time stamp.

The register shall be of the latest improved type for police telegraph purposes, and shall be so connected that each circuit shall be operated through the local circuit of a relay, giving the number of the street box sending the signal proceeded or followed by a code signal, indicating the nature of the call. Each circuit of the register shall be made to work independently of all the others, so that signals being received from any circuit shall not interfere with signals being received from any of the others.

The automatic time and date stamp shall operate in conjunction with the register described above, and shall be so arranged to automatically stamp the exact minute, hour, day, month and year at which the signal is received. The time and date stamp shall be kept automatically correct by the mechanism of the instruments, there being no manual shifting of the dates.

The workmanship and the material used in the construction of the recording set shall be of the highest grade; the wheel-work, side plates and supporting frames shall be of Excelsior Bronze; the shafting shall be of the highest grade steel and all parts shall be given the highest grade of finish and shall be protected in the best known manner from corrosion or tarnish.

There shall be provided one desk telephone set connected to the telephone switches in such a manner that any line or all lines may be connected therewith.

There shall be located near the top of the desk an artistic three-lamp electrolier with attractive shades.

All wiring on the desk shall be done in a neat and artistic manner, with No. 16

Simplex or Okonite wire.

The slate back of the desk and the upright cabinet shall be easily removable, and all the electrical connections between the instruments on the slate and those on the desk shall be by spring contacts.

The desk shall be provided with a panelled cabinet door in the back to protect the wiring. In front of the desk there shall be three drawers on one side and three drawers or cupboard on the other side, leaving sufficient room in the middle for the seating of the operator.

The outfit shall be wired and arranged for the two-wire open circuit central energy system for signalling and telephoning over the same pair of wires.

STORAGE BATTERY.

There shall be a sufficient number of cells of Chloride Accumulator Storage Battery of the standard type known as "BT", arranged in duplicate sets for each circuit for the successful operation of the system. The battery jars shall be of glass 7" x 2" x 3-3/4" having studs on each side to give each jar the same distance from each other.

Each jar shall be provided with a specially designed porcelain cover to prevent the solution from escaping. The bottom of each jar shall have two grooves, the centers of which shall be 2- inches apart.

The battery elements shall each be composed of two plates, one positive and one negative, banded together with a heavy lead strap to insure a perfect connection; there shall be one positive and one negative element for each bank of batteries, each end element having a bolt and nut for the connection of the wires. At the terminals of each battery shall be placed a fuse block with fuses to prevent battery from becoming short-circuited.

BATTERY RACK.

The storage battery shall be mounted on suitable insulated shelving constructed of pine and thoroughly coated with insulating paint or compound. There shall be four shelves for mounting the battery in four groupes of "A" cells and four groupes of "B" cells; said shelving to be securely fastened to upright posts with heavy bolts and to be of sufficient thickness so that they will not bend or sag under the weight of the batteries.

The shelving shall be provided with heavy glass insulating strips set on end at a proper distance apart so as to fit the grooves in the bottom of the jars, and the said glass strips shall be mounted on standard porcelain insulators of the petticoat pattern so as to insure the best of insulation.

M O T O R G E N E R A T O R S E T.

--oOo--

There shall be furnished one (1) Motor Generator Set consisting of an alternating current motor, flexibly coupled to a direct current generator upon one cast iron base, or a base of heavy slate.

The motor shall be of sufficient capacity and wound for 110 volts, 60 cycles, single phase, alternating current.

The dynamo shall be shunt wound and shall have a sufficient capacity to charge the storage batteries in an efficient manner.

There shall be furnished with the dynamo a field rheostat by means of which the dynamo shall be adjusted to voltages from at least 10% below normal to 10% above normal.

There shall be one double knife, single throw switch of at least 15 ampere capacity furnished with the Motor Generator set, said switch to be constructed of the best materials and mounted on an insulating base.

P O L I C E B O X E S.

For the signal stations there shall be 80 signalling mechanisms arranged to operate on an open, metallic, central energy police signal circuit, and capable of sending three

separate and distinct calls; one for wagon, one for telephone and one for report.

Each station shall be provided with a standard long distance telephone set, arranged to be used in the signal circuit without interfering in any way with the proper signaling over such circuit at any time.

Each mechanism shall be enclosed in two neat cast iron cases with rounded corners, each case having a door mounted on solid brass hinges, and the signalling mechanism shall be mounted on the back of the inner door where it shall be further protected by a substantially dust-tight inner round cast-iron case with a glass face; said round case shall be readily removable by simply loosening two screws and without disturbing the electrical connections.

The outer door of each box shall be provided with a brass lock operative by a patrolman's key, and said door shall have a device protected by a glass front through which the mechanism may be operated from the outside for a police call, by a citizen or a patrolman.

The signal operating pull and the telephone shall be mounted on the face of the inner door, and be accessible when the outer door is open.

The police call shall be given with the outside door of the box closed, by means of the device with glass front, which is to be broken by the officer or citizen, and turning a thumb key.

The telephone call shall be given with the outside door open by pulling the starting lever of the box and removing the telephone from the hook.

The report call shall be given with the outside door open by simply pulling the starting lever of the box.

The police and telephone calls shall transmit a code signal to headquarters clearly indicating the nature of the call and shall give an audible and visual signal, thereby calling attention to the fact that an emergency signal is being received; but the report call shall be received and recorded at headquarters without operating the visual and audible signals. After a report call has been transmitted the box shall be automatically placed in condition to receive an audible call from headquarters in case telephone communication is desired with the patrolman. The box shall remain in this condition until the door is closed without in any way interfering with the proper transmission of other signals over the circuit.

The telephone apparatus at the boxes shall not be cut into circuit or connected for operation unless the signal mechanism has been first operated after the outer door has been opened to thus cause first a positive record of the box number at the receiving station to identify its location and to also announce the fact over the circuit in case others are using the line for telephone at the same time.

The outside pipe case shall have 1/2" pipe holes at top and bottom to permit the entrance of wires.

The cast iron case of the box shall be of the best quality gray iron, painted, varnished and finished in a first class manner.

The mechanisms of the boxes shall be made of the highest grade of material and workmanship. The wheel-work, plates, frames, levers, signal keys and pulls being made of the highest grade of composition brass known as "Excelsior" bronze, and the shafting all high grade steel.

All current-carrying parts of the boxes shall be thoroughly insulated throughout so that a person may not receive a shock while operating same.

All parts of the boxes shall be made of the best grade of material and workmanship and protected in the best known manner from corrosion and tarnish.

The stations shall be distinctly numbered with a bronze number plate filled with enamel, and placed on the front of the box.

The boxes shall be provided with 120 patrolman's keys and a suitable number of inside

door keys shall be provided for the entire number of boxes. Locks and keys shall be uniform throughout the system.

VISUAL SIGNALS.

There shall 40 visual signals, each consisting of an incandescent lamp covered by a green globe mounted on a water shedding base, with a bracket to be attached to pole or building, or suspended above the intersection of streets.

CONTROLLERS.

There shall be 40 controllers for operating the visual and audible signals, one controller being located at each signaling station.

Each controller shall consist of a cast-iron box made of the best grade gray cast-iron provided with door and lock. These boxes shall contain a polar relay of strong structure and so well balanced and sensitive as to readily respond to 1/10 ampere of current.

The armature lever of the polar relay shall close a double spring contact to either polarity, thus closing the lamp or bell circuit, as desired, by reversing the polarity of the line current.

The current for lighting the lamps or ringing the bells shall be taken from the street electric light service.

Each flash light controlling box shall be provided with two fuses; one for the lamp circuit and the other for the bell circuit.

All the apparatus in each controlling box shall be mounted on a moisture proof slate which can be easily removed.

TRANSMITTER.

There shall be one transmitter for operating the visual and audible signaling circuits mounted on the desk.

The transmitter shall be provided with a train, circuit switches, line fuses, pole changing switches, common line-key, circuit closing pin switch, lamp and bell indicators.

The train switches, fuses, indicating lamps and relays may be mounted upon the slate back of the desk, or may be furnished as a separate instrument.

The desk or transmitter case shall be provided with a compartment which shall contain the signaling wheels mounted in one of the drawers or arranged in such a manner as to be readily accessible.

The functions of the transmitter shall be to transmit signals on the flash lights giving the number of the officer with whom it is desired to communicate and to cause said signals to be transmitted over the circuit individually or collectively until communication is obtained with the desired patrolman. Also to cause the lights to burn continuously or the bells to ring continuously, as may be desired. Also to enable the operator to transmit such code signals as he may desire by means of the common line-key.

The transmitter shall be arranged so that signals may be transmitted over any or all circuits at the will of the operator.

The transmitter shall be made of the highest grade of material and workmanship.

M A T E R I A L.

There shall be furnished the following material:

75 Poles 30' and 35' in length.

100 Cross-arms.

75 Miles No. 10 B & S. G. copper wire triple weather-proof braid.

3650 Deep groove double petticoat glass insulators.

400 Deep Groove transposition one-piece insulators.

160 Condulets.

8000 feet galvanized iron pipe, 1/2" in size

120 Mica pipe insulators.

16000' No. 16 B.& S. G. copper wire, rubber covered and braided.

4000' No. 14 " " " " " " "

1 Cable terminal box with fuses mounted on a slate base and inclosed in a cast iron shell with lock.

12 Police box pedestals.

SUPERVISION AND INSULATION.

We will furnish an expert to install the central office and to adjust all boxes, flash-light apparatus, and instruments in a proper condition for operation, it being understood that the City is to furnish all other labor necessary for connecting and installing the said apparatus.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA and GAMEWELL FIRE ALARM TELEGRAPH COMPANY, for Police Call System, being Document No. 49188.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE.

THIS INDENTURE, made on the 2nd day of December, 1912, between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter designated as the City, through its Common Council, under authority contained in Resolution No. 12324, authorizing the execution of this lease, and FRANK S. SESSIONS, of the City of San Diego, California, party of the second part, WITNESSETH:

That the said City does by these presents demise and lease unto the said party of the second part the east seventy-four (74) acres of Pueblo Lot 1785 of the Pueblo Lands of the City of San Diego, for a term of five (5) years from the first day of November, 1912, for the total rental of two hundred dollars (\$200.00), payable in gold coin of the United States, in advance, on the first day of November, 1912.

And said party of the second part does hereby covenant, promise and agree to pay said City the said rent in the manner hereinabove specified, and to perform the covenants herein contained, and that at the expiration of said term, the said party of the second part will quit and surrender the said premises in as good state and condition as reasonable use thereof will permit.

And said City does hereby covenant, promise and agree that the said party of the second part, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises for the term aforesaid.

It is expressly understood that this lease may be terminated at any time before the end of the term, upon thirty days' notice from the Common Council of said City, upon the city's repaying to the said party of the second part, a just proportion of the rent.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego, have hereunto set their hands on behalf of said City, and the said party of the second part has hereunto set his hand the day and year first above written.

CITY OF SAN DIEGO.

By A. E. Dodson
D. K. Adams
Herbert R. Fay
John L. Sehon
Percival E. Woods

Members of the Common Council

Frank S. Sessions

I hereby approve the form of the foregoing Lease, this 2nd day of December, 1912.

W. R. ANDREWS

City Attorney of the City of San Diego.

By _____

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE--between CITY OF SAN DIEGO, CALIFORNIA and FRANK S. SESSIONS, for Pueblo Lot 1785, being Document No. 56681.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS INDENTURE, made on the 24th day of February, 1913, between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter designated as the City, through its Common Council, under authority contained in Resolution No. 13052 authorizing the execution of this lease, and F. L. HEATT, of the City of San Diego, County of San Diego, State of California, party of the second part, WITNESSETH:

That in pursuance of, and in accordance with, Ordinance No. 4405 of the ordinances of the City of San Diego, the said City does by these presents demise and lease unto the said party of the second part, that portion of Pueblo Lot No. 1266, of the Pueblo Lands of the City of San Diego, described as follows: Beginning at the northeasterly corner of said Pueblo Lot 1266; running thence southerly along the easterly line of said Pueblo Lot 1266, 1500 feet; thence westerly at right angles to the above described line 435.6 feet; thence northerly and parallel to the easterly line of said Pueblo Lot 1266, 1500 feet to the northerly line of said Pueblo Lot 1266; thence easterly 435.6 feet to the point of beginning; containing fifteen (15) acres; for a term of ten (10) years from the 1st day of June, 1913.

It is further understood by and between the parties hereto that at the expiration of said ten year term, hereinabove described, the party of the second part may at his option renew this lease for a period of ten (10) years from and after the 1st day of June, 1923, at which date the rental for the ten year period from the 1st day of June, 1923, shall be determined by the parties hereto, and if the parties hereto are at said last date unable to agree as to the rental for the period of ten years from the 1st day of June, 1923, then and in that event such rental shall be determined by arbitration, the Board of Arbitration to be chosen as follows: one member by the party of the first part, one member by the party of the second part, and these two to determine upon and chose a third member; upon two members of this board of arbitration arriving at an agreement as to the rental, that rental shall be the rental for the ten years from and after the 1st day of June, 1923.

It is further agreed by and between the parties hereto that this lease shall not be assignable nor transferable, nor shall said party of the second part have the right to sublet the leased premises, or any part thereof. And it is further agreed that in case the said party of the second part shall attempt to transfer this lease, then and in that case this agreement shall become null and void, and this lease shall terminate, and all right and interest to the said above described property shall revert to the said party of the first part. A majority of the electors of the City voting at any election at any time hereafter may repeal, change or modify this lease.

It is hereby understood that the above described land is hereby leased for the purpose of enabling said party of the second part to mine the shale in said fifteen acres of Pueblo Lot 1266, said shale to be used in the manufacture of brick and tile, and such other products as may be manufactured from such material, and for no other purpose.

And the said party of the second part does hereby covenant, promise and agree to pay to the said City the sum of six (6) cents per cubic yard for each ton of shale mined, as rent for said fifteen acres of Pueblo Lot 1266, and at the expiration of said term the said party of the second part will quit and surrender the said premises in as good state as reasonable use thereof will permit.

And it is agreed by the parties thereto that the party of the second part shall pay as a minimum rental for said premises and the rights herein provided for, the sum of Fifty dollars (\$50.00) per month, payable monthly in advance upon the first day of each month during the term of this lease, and at the end of each twelve months the amount of shale removed shall be ascertained by the City Engineer, and any excess of ten thousand (10,000) tons removed within the said twelve months shall be paid for at the same rate of six cents per ton; but in the event that said party of the second part shall remove less than ten thousand (10,000) tons during any year, then and in that case, the said City shall not refund to the said party of the second part any amount of the monthly rentals hereinabove provided for. The intent of this clause is that the City of San Diego shall not receive less than six hundred dollars (\$600.00) per annum for any single year that this lease shall be in effect, and each year of the term for which this lease is to run shall be regarded as a unit, and said party of the second part shall not be allowed to offset against any deficiency occurring in any one year any surplus which he has been obliged to pay to the city in any preceding year. And should any of the above rentals remain due and unpaid for a period of thirty (30) days, then the party of the first part may cancel this lease at its option, and in such event the said party of the second part agrees to surrender possession of the premises at once, and remove such equipment of his as may be on the premises.

It is also agreed by the parties hereto that the road now existing and running through the said property shall at all times be open for public travel, unobstructed by the said party of the second part, or his operations of said land.

And the said party of the second part does hereby further covenant and agree to furnish to the said City all of the common brick which said city may desire for its own use, at a price not to exceed eight dollars (\$8.00) per thousand, during the life of this lease, upon condition that the City shall notify the said party of the second part at least sixty (60) days before the brick may be desired, specifying how many brick will be desired, and at what date they shall be delivered. The said party of the second part further agrees to deliver said brick to the said City f.o.b. cars in the City of San Diego, at a point on the Santa Fe team track in said City of San Diego, if the brick so ordered shall be made at the quarry of the said party of the second part, but if the brick so ordered shall be made at the present kiln of the said party of the second part, the said brick shall be delivered at the kiln. If said party of the second part shall refuse to deliver said brick to said City of San Diego at the time and in the manner hereinabove specified, then this lease shall terminate and be void and of no effect.

And the said City does hereby covenant, promise and agree that the said party of the second part, upon paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the said City of San Diego has hereunto set their hands on behalf of said City, and the said party of the second part has hereunto set his hand, the day and year first above written.

CITY OF SAN DIEGO.

By A. E. Dcdson

D. K. Adams

Herbert R. Fay,

Percival E. Woods

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

F. L. Hieatt

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
LEASE---BETWEEN CITY OF SAN DIEGO, CALIFORNIA and F. L. HIEATT for Portion P. L. 1266,
being Document No. 59519.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E.

This indenture, made this 31st day of March, 1913, between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, party of the first part, by its Common Council, and the La Jolla Country Club, a corporation, organized under the laws of the State of California, party of the second part, WITNESSETH:

That the said party of the first part, does by these presents, demise and release unto the said party of the second part, the following described premises:

Pueblo Lot Number Twelve Hundred and Eighty-four (1284) of the Pueblo Lands of the City of San Diego;

For the term of three (3) years from the 1st day of April, 1913, for the sum of \$5.00--., payable annually in advance, the receipt for the first year whereof is hereby acknowledged.

This said lease is made upon the condition, to which the Lessee, - the La Jolla Country Club hereby consents, that should the City find that it needs said property hereinabove described, during the term named, the said La Jolla Country Club will release all or that portion of the premises, that may be required by the City, within thirty (30) days after receiving from the City, notice so to do, and upon the refunding to the said La Jolla Country Club by the said City, of an equitable sum to cover the unexpired term for which rental has been paid.

And the said party of the first part hereby covenants and agrees that the party of the second part, may remove from said premises any improvements which the said party of the second part may place thereon, provided, that said improvements can be removed without injury to the realty and that said improvements be removed within the time limited in the above notice.

IN WITNESS WHEREOF, the said party of the second part, has caused this instrument to be executed in its corporate name and its corporate seal to be hereunto attached by its President and Secretary, and the majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the said City, in pursuance of a Resolution duly adopted by said Common Council, authorizing such execution, the date and year first above written.

LA JOLLA COUNTRY CLUB.

Lessee.

By F. S. Carroll Vice Pres.

Acting President.

By S. J. Devanny

Secretary.

A. E. Dodson

(SEAL) Attest:

Allen H. Wright,

City Clerk.

D. K. Adams

Herbert R. Fay

Percival E. Woods

Members of the Common Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE--between-- CITY OF SAN DIEGO, CALIFORNIA, and LA JOLLA COUNTRY CLUB for P. L. 1284, being Document No. 60970.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

SPECIAL LIGHTING CONTRACT.

THIS CONTRACT made and entered into this 29th day of April, 1913, by and between the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, hereinafter called the Company, and City of San Diego, County of San Diego, State of California, hereinafter called the Consumer, both of San Diego, California.

WITNESSETH, that for and in consideration of the reduced rates for electricity hereinafter mentioned the Consumer agrees to purchase from the Company for and during the term of five years, beginning May 1st, 1913, and ending April 30th, 19 8, all of the electricity used by the Consumer at his place of business, all city building and works street, in the City of San Diego, State of California, according to the following terms and conditions, to-wit:

The Company agrees to furnish and the Consumer agrees to take all of the electricity the said Consumer may use at the above designated place during the term of this contract, for and at the price of five and one half (5½) cents per kilowatt hour, according to the registration of the Company's meter located on the premises of the said Consumer, subject to a discount of ten (10) per cent. per kilowatt hour, if paid at the Company's office, on or before date when due as shown on bill rendered, PROVIDED,

That the Consumer, in consideration of the reduced rates herein fixed, covenants and agrees, and the Consumer does hereby covenant and agree to use at least such quantities of electrical current at such reduced net rate as will amount to the minimum sum of Eighty five and 00/100--dollars (\$85 00/100) per month. Should the quantity of electricity used by said Consumer during any month covered by this agreement, at the net rate herein named, amount to a less sum than the minimum sum above mentioned, then the consumer agrees to pay to the Company, at the Company's office, such amount as may be necessary to equal said minimum sum above mentioned.

The Company agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity up to the meter located on the premises of the Consumer. In case the supply of electricity shall fail, whether from natural causes, strikes, acts of God, State or Municipal interference, accidents or any cause whatsoever, the Company shall not be liable for any damages by reason of such failure.

The Consumer agrees that the Company's employees shall, at all reasonable hours, have access to the Consumer's premises for the purpose of examining, repairing, or removing the Company's property.

In case of defective service, the Consumer agrees to immediately give notice of the fact to the Company's office. Collectors, solicitors, trimmers, emergency men and other

like employees are not authorized to receive complaints, and the Company will not be held responsible unless complaints are made direct to the Company's office.

The Company reserves the right to disconnect all its wires, and remove meters and terminate this contract should evidence be presented that current is being bypassed, or that other methods of fraud are being perpetrated. In such case the Consumer shall allow the Company's authorized agents to permanently remove the Company's property.

The Consumer hereby expressly authorizes and empowers the Company to cut off the supply of electricity whenever any bills are in arrears, or upon violation by the Consumer of any of the terms or conditions of this contract, or of any other contract between the parties hereto.

In the event that the Company shall at any time during the term of this contract reduce its regular and prevailing rates below the rates herein named, the Consumer shall thereafter be entitled thereto and in no event shall the Consumer be required to pay a higher rate than is herein named.

It is understood that this contract shall be deemed to be renewed from year to year unless one of the parties hereto shall, on or before the expiration of the time specified, give written notice to the other party of its desire to terminate the contract.

It is finally agreed that all of the terms and stipulations heretofore made or agreed to by and between the parties hereto are merged in this contract and that no previous representations or agreements made by its officers or agents shall be binding upon the Company except as and to the extent contained herein.

This contract, although signed, is subject to the approval of the Manager or Secretary of the Company and shall not be binding on said Company until endorsed by either of said officers.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

By L. M. Klauber, Agent.

Consumer.

By _____

Approved April 30, 1913.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

H. H. Jones, Manager.

Approved,

Edward M. Jewell,

City Electrician.

I hereby approve the form of the within Contract, this 30th day of April, 1913.

W. R. Andrews,

City Attorney.

By Arthur F. H. Wright,

Deputy City Attorney.

Approved, April 30, 1913.

A. E. Dodson,

D. K. Adams,

Herbert R. Fay.

Councilmen.

(SEAL) Attest:

Allen H. Wright,

City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of SPECIAL CONTRACT- between - CITY OF SAN DIEGO, CALIFORNIA, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY- for Furnishing current for lighting purposes, being Document No. 62382.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. J. J. J. Deputy.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY.

POWER CONTRACT.

THIS CONTRACT, made and entered into this 30th day of April, 1913, by and between the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, organized and existing under the laws of the State of California, and hereinafter called the Company, and The City of San Diego, County of San Diego, State of California, hereinafter called the Consumer, WITNESSETH:

SECTION I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the Consumer, the Company agrees to furnish to the Consumer for use on the following described premises of the Consumer, to-wit: all city buildings & works, County of San Diego, State of California 1 or 3 Phase alternating electrical current at sixty cycle frequency and a potential of approximately 2300/220/110 volts for all power. The use of such electricity and current is to be restricted entirely to the works, yards and office buildings of the Consumer, and such other buildings and premises as may be used for business purposes by it, on Consumer's property, and such other current to be used exclusively for the purposes herein mentioned, and the said Consumer shall not use, and agrees not to use, the electrical current for any purpose except for those herein mentioned, or in any place except its places and premises aforesaid.

SECTION II. And the Company will furnish, install and maintain commercially accurate recording watt meters, which meters shall be located in the secondary or volt circuits at the said above described premises, at a point selected by the Company and where said meters will measure all current furnished to the Consumer, and all such current and electricity furnished to the Consumer shall be measured by said meters. And the said Consumer hereby agrees to provide the necessary space on its said premises for the safe installation of all transformers and meters which shall be set, and pay the Company any and all loss which it may sustain or which may be caused by the carelessness, accident or negligence on the part of the said Consumer or of its officers, agents and employees. It is further agreed by the said Company and said Consumer, that the said Company shall not be liable for any loss or damage occasioned by or growing out of any failure on its part to furnish such current and service, or either of them, and that the said Company does not guarantee a constant supply of electricity and shall not be liable for damages in the event of its failure to supply the same, but it agrees to use all reasonable diligence and put forth every reasonable effort to supply a regular and uninterrupted supply of electrical current as aforesaid.

SECTION III. The Company agrees to furnish, install and maintain the necessary poles, lines, wires and transformers, which transformers shall have a ratio of either ten or twenty to one, and shall be of sufficient size to supply at their secondary terminals necessary kilowatts; provided, however, that the Company shall not be required to furnish any pole, wire or other appliances upon the premises of the Consumer, or beyond the point where its lines, wires and appliances shall enter the said premises, but that the Consumer shall, and hereby agrees to furnish all poles, lines, wires and other appliances which may be necessary to be erected or installed or used upon or within the interior boundaries of its said premises.

SECTION IV. It is further expressly agreed by the Company and the Consumer, that all the above mentioned poles, lines, wires, transformers, meters and other appliances which shall or may be furnished by the Company for the purpose of supplying current or electricity to the Consumer are to be and remain the property of the Company, and it and its employees shall have the right to access, at all times, to all of its said property, and shall have the right to enter upon the said lands and premises for the purpose of examining, inspecting, repairing, maintaining and removing any of the same and reading its meters, and doing such other acts and things as may be necessary or proper to be done in order to carry out the

terms of this contract; and that upon the termination of this contract by the expiration of the period of time covered thereby, or otherwise, the Company shall have the right to enter upon the said land and premises and remove all of its property therefrom, unless this contract shall be renewed or extended by an agreement between the Company and the Consumer.

SECTION V. It is further agreed by the Company and the Consumer, that the Company shall be ready to serve the Consumer a maximum of necessary kilowatts within 30 days after receipt of notice in writing from the Consumer that it will be ready to receive such current, and that if a greater demand is made by the Consumer or greater number of kilowatts demanded than above specified, then the Consumer shall give and hereby agrees to give to the Company a notice in writing of two months, or less as may be required by the Company.

SECTION VI. It is further agreed by the Company and the Consumer, that on or about the first day of each calendar month the Company shall mail to the Consumer a statement of the current furnished during the preceding calendar month, and on or before the 10th day of each calendar month the Consumer shall pay and agrees to pay the Company at its office in San Diego, California, for the current so furnished during the preceding calendar month, at the rate of 1.67 cents per kilowatt hour, subject to a discount of ten per cent if payment is made on or before the 10th day of the month next succeeding the one in which the service was rendered; provided, however, that the Consumer is to pay and hereby agrees to pay, at least three hundred twenty-five and no/100 - for the service and current for each and every month during the term of this contract, even if the current and service for each month furnished would not, at the aforesaid rate, amount to that sum; provided, however, that the total connected load shall not exceed 325 horse-power, but if total connected load should exceed 325 horse-power, then the Consumer agrees to pay at least \$12.00 per connected horse-power per year, even if the current and service for each year furnished would not at the aforesaid rate amount to that sum; and that the said Consumer shall in addition to the sum of \$325.00 for such current and service pay to the said Company such further sum as it may be entitled to for the current furnished or service rendered, at the aforesaid rate of 1 67/100 cents per kilowatt hour; provided, however, that if the Consumer is prevented by the acts of God, public enemies, strikes, riots or insurrection, from using such service and current amounting at the aforesaid rate to \$325.00 as aforesaid, then and in that event the said Consumer shall be relieved at the said rates from liability to pay for more of such current and service than is actually furnished for the period during which said Consumer is so prevented from using current, but for no longer period.

SECTION VII. It is further agreed by the Company and the Consumer that in case the Consumer fails or neglects to make payment to the Company on or before the 15th day of the calendar month next succeeding the one in which service was rendered, then the Company shall have the option of refusing to furnish current or electricity to the Consumer until all payments then due shall have been fully made to the Company at its San Diego Office, but such refusal to furnish current shall not be construed as a cancellation of this contract; and that if the Consumer shall fail or neglect to make payment to the Company, prior to the last day of the calendar month immediately succeeding the one in which service was rendered, then the Company, at its option, may terminate this contract by serving written notice on the Consumer on said premises by the delivery of such written notice to any person of the age of discretion on said premises or by leaving the same at the Consumer's office on said premises, provided such notice is served before all payments then due from the Consumer shall have been fully paid to the Company at its said office.

SECTION VIII. It is further hereby expressly agreed by the Company and the Consumer, that the Company will not and cannot be held liable for any accident, injury or damage which may occur or happen to any person or persons or property by reason or on account of any defective appliance of any kind or character, or other thing, furnished by the Consumer in

connection with this distributing system or appliance or the installation thereof or otherwise; and that the Company shall not be liable or responsible for any accident, injury or damage which may occur to or be suffered by any person or persons or property upon the said land or premises of the Consumer, or beyond the point where the service or lines enter said land or premises, and that the Consumer shall, at all times, save the Company harmless and free from loss or damage or on account of any such accident, injury or damage, or accident, injury or damage to any person or persons or property upon said land and premises of the Consumer.

SECTION IX. It is further agreed by the Company and the Consumer, that the Consumer shall give notice at once to the Company of any defective service, and that such notice shall be given at the Company's said office and that collectors, solicitors, trimmers, emergency men and other like employees of the Company are not, and none of them is or will be, authorized to receive or act upon complaints or notice of defective service, and that the Company shall not be responsible unless such notice and complaints are made directly to it at its office; and that the Company shall use reasonable diligence in providing a regular and uninterrupted supply of electricity up to its meters located on the premises of the Consumer, and in case the supply of electricity or current shall fail, whether from natural causes, strikes, riots, acts of God, state or municipal interference, riots, wars, accidents or any other cause whatsoever, the Company shall not be liable for any damages by reason of such failure.

SECTION X. It is further hereby expressly agreed by and between the Company and the Consumer, that the Consumer is not to use and shall not use current between the hours of 5 P. M. and 10 P. M. per day on any day, between the first day of October of each year, and the first day of April of the next succeeding year, or between the hours of 6 P. M. and 10 P. M. per day on any day between the first day of April and the first day of October of any year during the life of this contract, except with the consent of the Company, which consent is to be obtained each day by telephone at least half an hour before five o'clock P. M., between October 1st and April 1st, as aforesaid, and six o'clock P. M. between April 1st and October 1st, as aforesaid; it being understood and agreed by the parties hereto that such consent must be obtained from the Company by the Consumer at the times and in the manner aforesaid, before the Consumer shall be authorized or permitted to use current between the hours of 5 o'clock P. M. and 10 o'clock P. M. on any day between October 1st of any year and April 1st of the next year, or between the 1st day of April and the 1st day of October in each year.

SECTION XI. It is further agreed by the Company and the Consumer, that this contract shall apply to and bind the successors and assigns of the said parties hereto, and that it shall be and remain in full force and effect for a period of five years from the 1st day of May 1914, unless terminated as or in the manner hereinbefore provided.

IN WITNESS WHEREOF, the Company and the Consumer have executed this agreement in duplicate, the day and year first above written, under their respective corporate names and corporate seals.

Signature witnessed,

L. M. Klauber.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,

By H. H. Jones,

Manager.

Manager.

Approved Edward W. Jewell,

City Electrician.

I hereby approve the form of the foregoing Contract, this 30th day of April, 1913.

W. R. Andrews,

City Attorney.

By Arthur F. H. Wright,
Deputy City Attorney.

Approved April 30, 1913.

A. E. Dodson,
D. K. Adams,
Herbert R. Fay,
Councilmen

(SEAL) Attest:

Allen H. Wright,
City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
POWER CONTRACT-between-CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS &
ELECTRIC COMPANY, being Document 62383.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

THIS AGREEMENT, made and entered into this 21st day of May, A. D., 1913, by and between J. D. and A. B. Spreckels, doing business as The Tribune Company, having its principal place of business in the City of San Diego, State of California, the party of the first part, and hereinafter in this contract designated as "the company", and the City of San Diego, a municipal corporation, organized and existing under the provisions of section 8, article XI of the Constitution of the State of California, party of the second part, and hereinafter referred to in this contract and designated as "the City", WITNESSETH:

That the said company will, and does hereby undertake to and with the said City, for and in consideration of the covenants and agreements hereinafter contained on the part of said city to be performed, to do all the advertising of said city, including the delinquent tax list, for the years beginning with the first day of June, 1913, and ending with the thirty-first day of May, 1915, in its daily newspaper, which is called The Evening Tribune, for the following prices:

For each 1000 ems of type set solid, if the publication is made three times,	\$ 2.20
For each 1000 ems of type set solid, if the publication is made five times,	\$ 2.40
For each 1000 ems of type set solid, if the publication is made ten times,	\$ 3.00
For each 1000 ems of type set solid, if the publication is made fifteen times,	\$ 3.15
For each 1000 ems of type set solid, if the publication is made twenty-one times,	\$ 3.35
For each 1000 ems of type set solid, if the publication is made thirty times,	\$ 4.45
For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems,.....	\$ 3.95

Any single notice of less than 1000 ems to be considered 1000 ems, but where there are a number of ems over and above the first 1000 ems, which number does not equal a full 1000 ems, the same shall be paid for pro rata. Unusual headlines and other artifices to increase space will not be allowed.

Said company shall further furnish the city clerk, the street superintendent, the city auditor, the city engineer, the finance department, and the city attorney, at their respective offices, each with a copy of every regular issue of the paper in which the advertising is made, and it shall further furnish, when requested to do so, to the board, department, officer, or any authority making the publication, copies of such publication, not to exceed twenty, together with affidavits of such publication made by the person who, under the law, is authorized to be competent to make affidavits of publication, without any ad-

ditional cost to the said city. The affidavits above mentioned may be sworn to before the City Clerk without cost to the company.

And for and in consideration of the covenants and agreements hereinbefore contained on the part of the said company, and the due and faithful performance of this contract by the said company, in the manner and form as herein provided, the city will pay for said advertising the rates above specified, in warrants of the said city duly and properly drawn, and such payments shall be made monthly for so much of the city's advertising as shall have been at that time fully completed.

It is further understood and agreed that this contract gives to the said company the right to do all the advertising of said city, including the delinquent tax list thereof, from the first day of June, 1913, to and including the thirty-first day of May, 1915.

It is further agreed that should any advertising be unfinished on the thirty-first day of May, 1915, that the same shall be finished and completed by the said company in its said newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said company has caused these presents to be executed by its General Manager and the execution thereof to be attested by its Business Manager and the execution thereof to be attested by its Business Manager, this 12th day of May, A. D., 1913.

And these presents have been subscribed to by a majority of the members of the Common Council, on behalf of said city, in pursuance of the duly adopted resolution of said Common Council, of date, the 29th day of April, A. D., 1913.

J. D. and A. B. Spreckels

doing business as the

Tribune Company

By Jas. MacMullen

General Manager of The Tribune Company.

ATTEST: E. F. Parmelle

Business Manager of The Tribune Company.

THE CITY OF SAN DIEGO.

By D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk.

I hereby approve the draft of the Foregoing contract this 20th day of May, A. D., 1913

W. R. Andrews,

City Attorney,

By Arthur F. H. Wright,

Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT---between THE TRIBUNE COMPANY and CITY OF SAN DIEGO, CALIFORNIA, for City Advertising, being Document No. 62836.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. L. Jacques Deputy.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, that the Engineering & Contracting Corporation, a corporation, organized and doing business under the laws of the State of California, as Principal, and, UNITED STATES FIDELITY & GUARANTY CO., a corporation, organized and existing under and by virtue of the laws of the State of MARYLAND, as Surety, are held and firmly bound unto any and all persons, companies or corporations, who perform labor or furnish material to be used in the work to be performed, under and by virtue of the contract herein-after mentioned, in the sum of Eighteen Thousand, Nine Hundred and Seventy-Five Dollars, (\$18,975.00) lawful money of the United States, to be paid in such behalf, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these present.

Signed by us and dated this 7th day of May, A. D. 1913.

The Condition of the above obligation is such that,

WHEREAS, the above bounden, Engineering & Contracting Corporation, is about to enter into a contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish material and labor for the construction of the sewer system in the City of San Diego for the City of San Diego, which said sewer system extends over and covers the following described territory:

Commencing at Sixteenth and D Streets, thence on D Street to Eleventh Street; thence on Eleventh Street to the City Park; thence through Pound Canon to the north line of the City Park, and the territory between the City Park and University Avenue and Sixth Street and Indiana Street, not included in the present sewer system.

according to the plans and specifications for said sewer system, contained in Document No. 60983, on file in the office of the City Clerk of the City of San Diego, which said Document is by reference incorporated into and made a part of the said contract; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done and the materials to be furnished,-

WHEREAS, the aforesaid penal sum of Eighteen Thousand, Nine Hundred and Seventy-Five Dollars (\$18,975.00), (being not less than one-half of the total amount payable by the terms of said contract), is intended, and is hereby made to inure to and for the use of any and all persons, companies or corporations, who perform labor on or furnish materials to be used in the said work;

NOW THEREFORE, if the above bounden Principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done or for any work or labor done thereon, of any kind, then the said Surety will pay the same in an amount not exceeding the sum specified in this bond, provided that such claim shall be filed, as required by that Act of the Legislature of the State of California entitled, "An Act to Secure the Payment of the Claims of Materialmen, Mechanics or Laborers, Employed by Contractors upon State, Municipal or other Public Works", approved March 27th, 1897 and the Acts amendatory thereof, and supplemental thereto.

IN WITNESS WHEREOF, the said Principal has caused this bond to be executed and its corporate seal to be thereunto attached, by its Vice-President and Secretary, thereunto duly authorized, and the said Surety has caused this bond to be executed and its corporate seal to be hereunto attached by its ATTORNEY-IN-FACT thereunto duly authorized this 7th day of May, 1913.

ENGINEERING & CONTRACTING CORPORATION,

BY G. T. O'Flanagan

Vice President.

(SEAL) Attest:

C. A. Lee,

Secretary.

UNITED STATES FIDELITY & GUARANTY CO.

By H. V. D. Johns,
Attorney-in-Fact

By B. P. Oakford

(SEAL) Attest:

Attorney-In-Fact.

A. C. Robeson

STATE OF CALIFORNIA,)
CITY AND COUNTY OF SAN FRANCISCO.) SS.

On this 7th day of May, in the year of our Lord one thousand nine hundred and 13, before me, personally appeared H. V. D. Johns and B. P. Oakford known to me to be the persons whose names are subscribed to the within instruments as the Attorneys-in-fact for The United States Fidelity and Guaranty Company, and they acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and their own names as Attorneys-in-fact.

M. J. Cleveland,

Notary Public in and for the City and County of

(SEAL)

San Francisco, State of California.

I hereby approve the form of the within Bond, this 14th day of May, 1913.

W. R. Andrews

City Attorney of the City of San Diego, California.

By Arthur F. H. Wright,

Deputy City Attorney.

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of May, 1913.

D. K. Adams,

O. M. Schmidt

H. N. Manney,

P. J. Benbough,

Herbert R. Fay,

Members of the Common Council.

KNOW ALL MEN BY THESE PRESENTS, that the Engineering & Contracting Corporation, a corporation, organized and doing business under the laws of the State of California, as Principal, and UNITED STATES FIDELITY & GUARANTY CO., a corporation, organized and existing under and by virtue of the laws of the State of MARYLAND, as Surety, are jointly and severally bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Nine Thousand, Five Hundred Dollars (\$9,500.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment, well and truly to be made, the said Principal binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 7th day of May, A. D. 1913.

THE CONDITION of the above obligation is such that,

WHEREAS, the above bounden, Engineering & Contracting Corporation is about to enter into a contract with the City of San Diego, State of California, to furnish material and labor for the construction of the sewer system in the City of San Diego for the City of San Diego, which said sewer system extends over and covers the following described territory;

Commencing at Sixteenth & D Streets; thence on D Street to Eleventh Street; thence on

Eleventh Street; to the City Park; thence through Pound Canon to the north line of the City Park, and the territory between the City Park and University Avenue and Sixth Street and Indiana Street, not included in the present sewer system.

NOW THEREFORE, if the said Principal shall faithfully perform the said contract, then the above obligation shall be void, otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has caused this bond to be executed and its corporate seal to be thereunto attached, by its Vice-President and Secretary, thereunto duly authorized, and the said Surety has caused this bond to be executed and its corporate seal to be hereunto attached by its ATTORNEY-IN-FACT thereunto duly authorized this 7th day of May, 1913.

ENGINEERING & CONTRACTING CORPORATION.

By G. T. O'Flanagan
Vice President

(SEAL) Attest:

C. A. Lee.
Secretary.

UNITED STATES FIDELITY & GUARANTY CO.

By H. V. D. Johns.
Attorney-in-Fact.

By B. P. Oakford.

Attorney-in-Fact.

(SEAL) Attest:

A. C. Robeson.

STATE OF CALIFORNIA,)
)) ss.
City and County of San Francisco.)

On this 7th day of May, in the year of our Lord one thousand nine hundred and 13, before me, personally appeared H. V. D. Johns and B. P. Oakford, known to me to be the persons whose names are subscribed to the within instruments as the Attorneys-in-Fact for The United States Fidelity and Guaranty Company, and they acknowledged to me that they subscribed the name of the United States Fidelity and Guaranty Company thereto as principal, and their own names as Attorneys-in-fact.

M. J. Cleveland

Notary Public in and for the City and County of

(SEAL)

San Francisco, State of California.

I hereby approve the form of the within Bond, this 14th day of May, 1913.

W. R. Andrews,

City Attorney of the City of San Diego, California.

By Arthur F. H. Wright,

Deputy City Attorney.

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 14th day of May, 1913.

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

A G R E E M E N T.

THIS AGREEMENT, made and entered into this 7th day of May, 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, by its Common Council, hereinafter called the City, and the Engineering & Contracting Cor-

poration, a corporation organized and doing business under the laws of the State of California, hereinafter referred to as the Contractor, WITNESSETH:

That for, and in consideration of the covenants and agreements hereinafter contained on the part of said City, to be kept and performed, and the sums of money hereinafter designated to be paid to said Contractor by the said City, through its duly authorized agents, in manner and form as hereinafter provided, the said Contractor hereby covenants and agrees to and with the said City, to furnish all materials and all labor, tools, appliances, transportation and other expenses necessary for the construction and placing of a sewer system in the City of San Diego, which said sewer system extends over and covers the following described territory:

Commencing at Sixteenth and D Streets, thence on D Street to Eleventh Street; thence on Eleventh Street to the City Park; thence through Pound Canon to the north line of the City Park, and the territory between the City Park and University Avenue and Sixth Street and Indiana Street, not included in the present sewer system.

The said Contractor agrees to construct and place said sewer system in accordance with the plans and specifications for said sewer system contained in Document No. 60983 on file in the office of the City Clerk of the City of San Diego, which Document is by reference thereto incorporated herein and made a part of this contract as fully as though every part thereof were written out plainly herein. A specific description of the lengths of this sewer pipe and the diameters thereof to be so furnished by the said Contractor is set forth in Schedule "A", hereto attached, marked "Schedule A", and made a part hereof. In case there is a variance between the amount of the lengths of pipe shown on said Schedule "A" and the lengths of the pipe shown on said plans, the said Schedule "A" shall control.

The said Contractor further agrees that it will be bound by each and every part of said plans and specifications contained in said Document No. 60983, as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

The said Contractor agrees to do all of said work in a good and workmanlike manner, and hereby covenants and agrees that if any of the work shall be done in a manner not satisfactory to the City Engineer and to the Common Council of the City of San Diego, the said Contractor will, upon notice thereof, tear out such unsatisfactory work, and will replace such work in a satisfactory manner and in accordance with the plans and specifications contained in said Document No. 60983 without further expense to the City.

The said Contractor agrees to do all of the said work, and to furnish all of the labor and materials as specified in this contract, at and for the price of thirty-seven thousand, nine hundred and thirty-three dollars (\$37,933.00).

Said Contractor agrees to commence said work on or before the 19th day of May, 1913, and to prosecute the same diligently and with a sufficient force of men and material, so that said work, as shown in said specifications and plans, shall be fully completed within six (6) months from and after the date of the execution of this contract.

Should the said Contractor fail to prosecute said work with such force of men and supply of materials, and with such diligence as will enable him to complete this contract within the time specified herein, then the Common Council of said City may proceed to employ such number of persons and purchase such material as may be necessary to insure the completion of the work within the time hereinabove limited, and may proceed with the said work, displacing all others therefrom, and may charge to the Contractor, the reasonable value of such labor and materials necessary to be used in the completion of said work and improvement, and shall be bound to the said Contractor only for any balance remaining unpaid after all such labor and materials shall have been first paid for.

Said Contractor further agrees that all loss or damage arising from an unforeseen ob-

stacle or difficulty, which may be encountered in the prosecution of the work, or from any action of the elements prior to the final acceptance of the work, or from any act or omission not authorized by these specifications on the part of the Contractor, or any agent or person employed by him, shall be sustained by the Contractor.

Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work under this contract, or who directs or controls the work of any laborer, workman or mechanic upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property. And it is further provided, agreed and covenanted that said Contractor shall forfeit as a penalty, to said City of San Diego, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, or upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act Limiting the Hours of Service of Laborers, Workmen and Mechanics Employed upon the Public Works of, or done for, the State of California, or of, or for, any Political Subdivision Thereof; Imposing Penalties for the Violation of the Provisions of said Act, and Providing for the Enforcement Thereof," approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon any work performed under this contract shall not be less than Two Dollars (\$2.00) per day.

Said Contractor agrees to fill in any and all ditches or excavations that may be made by it in a proper manner and hereby agrees that if any ditch or excavation shall in the opinion of the City Engineer of the City of San Diego, need repair within one (1) year after the completion of this contract, the said Contractor will, at its own expense, and with no expense to the said City, repair said ditch or excavation to the satisfaction of the City Engineer of the City of San Diego.

And the said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor, undertaken by it to be performed, and the acceptance of said work and improvement by the Common Council of the said City, will pay said Contractor, in warrants drawn upon the "North and East Side Sewer Extension Bond Fund" of said City, the sum of Thirty-Seven Thousand, Nine Hundred and Thirty-Three Dollars (\$37,933.00). Said payments shall be made as follows:

The City Engineer of the City of San Diego, shall on or before the Fifth and Twentieth of each month, make an estimate of the amount of work properly performed and completed and in such condition as to be accepted by the City, for the First and last half of the month respectively, and on such estimate being made and reported to the Auditing Committee, seventy-five percent (75%) of the amount estimated by the Supervising Engineer to be due, shall be paid; and twenty-five percent (25%) of the whole estimate and of all of the work so performed, shall remain unpaid until the expiration of thirty-five (35) days from and after the completion of said contract by said Contractor and the acceptance of the work and material thereunder by the Common Council of said City, when on proof that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the said City have hereunto set their hands as and for the act of said City, in pursuance of a Resolution duly adopted by the said Common Council, authorizing such execution and the said Contractor has caused this agreement to be executed by its Vice-President and Secretary, and its cor-

porate seal to be hereunto affixed, the day and year herein first above written.

CITY OF SAN DIEGO.

D. K. Adams,

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

(SEAL) Attest:

Allen H. Wright

City Clerk of the City of San Diego.

ENGINEERING AND CONTRACTING CORPORATION.

BY G. T. O'Flanagan

Vice President.

(SEAL) Attest:

C. A. Lee,

Secretary.

I hereby approve of the form of the foregoing contract, this 14th day of May, 1913.

W. R. Andrews,

City Attorney.

By Arthur F. H. Wright,

Deputy.

SCHEDULE "A".

POUND CANON SEWER SYSTEM

	6 inch	8 inch
Alley between Indiana & Park Blvd., from 25 ft. north of Upas to Park Blvd..	1866.3	
Alley east of Good's Villa Tract, from center line of Robinson to University Ave..	665.0	
Alley west of Park Blvd. from 16 ft. south of Robinson to near Pennsylvania Avenue	300.0	
Essex Street, from center line of alley east of Good's Villa to alley west of Park Blvd.....	224.5	
Alley north and south, west of Park Blvd. from center line of Essex, 132 ft..	264.0	
Alley bet. Robinson and Pennsylvania, from 25 ft. east of Herbert to Sta. 2- 85 east.....	285.0	
Herbert Street, from center line of Robinson to center line of Pennsylvania Avenue.....	378.5	
Pennsylvania Ave. from center line of Herbert to canyon west.....	204.0	
Albert St. from 25 ft. south of Robinson to center line of alley & Pennsylvania line.....	328.7	
Alley bet. Pennsylvania & Cypress, from canyon east of Herbert to west of Richmond.....	770.0	
Alley bet. Robinson and Pennsylvania, from center line of Albert west.....	110.0	
Alley west of Park Blvd. from Pennsylvania Ave. to Upas Street.....	1010.0	
Canyon line from center line of Robinson & Alley bet. Center and Park Blvd. to center line of Herbert Street and Pennsylvania Avenue.....	613.3	
Canyon line from center line of Pennsylvania & Herbert to center line of alley west of Park Blvd.....	456.4	
Alley between Cypress and Brookes, from east of Herbert to 10th St.....	1884.0	
Herbert Street, from 25 ft. south of Brookes to Upas.....	630.0	
Albert St. from 25 ft. south of Brookes to Upas.....	630.0	
Alley bet. Brookes & Myrtle, from 25 ft. east of Herbert to west of Park Blvd..	200.0	
Myrtle Street, from center line of alley west of Park Blvd. to center line of Herbert.....	299.2	
Alley between Myrtle & Upas St. from center line of Herbert, east.....	265.0	
Richmond Street, from center line of Upas to alley between Brookes & Myrtle.	568.7	
Alley bet. Myrtle & Brookes, from 20 ft. west of Albert to bottom of canyon.	1319.0	
Canyon line from M. H. 142 ft east of Vermont & center line of Brookes to center line of Penn Ave.....	1297.9	
Canyon line from Sta. 5 - 85 on Main line to alley line bet. Cypress & Pennsylvania.....	228.0	
Canyon line from Sta. 6 - 00 on alley line bet. Brookes & Myrtle to line bet. Brookes and Cypress.....	535.0	

	6 inch	8 inch
Canyon line on alley bet. Brookes & Myrtle to alley from west of Albert to		
east of Herbert Streets.....	629.0	
Brookes St. from 142 ft east of Vermont to near 10th St.....	242.0	432.
Canyon line from Brookes to alley between Brookes & Cypress.....	194.1	
Alley between Myrtle & Upas, from Richmond St. to bottom of canyon.....	1492.0	
Canyon line, from Brookes Street to main canyon from 10th Street.....		767.7
Alley between 7th & 8th, south of Pennsylvania Avenue to south of Brookes..	800.0	
Alley between Pennsylvania & Cypress, from Vermont to bottom of canyon west		
of 10th.....	849.6	
8th Street, from south of lot line between 1 & 2, bet. Pennsylvania &		
Robinson to main south.....	361.2	
8th Street, from south of lot line between 1 & 2, bet. Pennsylvania &		
Robinson to main north.....	439.4	
Alley bet. 6th & 7th, south of Robinson to alley North of Upas.....	1267.5	
6th Street, from 350 feet south of Pennsylvania to near Upas.	1050.0	
Main Canyon, 10th & University, to City Park.....	2084.0	634.7
Canyon line, up Brookes to main on 6th Street.....	931.6	
From Laurel Street to north line of Park.....		3920.0
	25673.9	5754.4
From 16th and D Streets to Laurel Street, in park.....	<u>12 inch</u> 7410	

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA, and ENGINEERING AND CONTRACTING CORPORATION, sewer system, being DOCUMENT No. 62925.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yd Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS, that we, Smith, Emery & Company, a corporation, organized and doing business under the laws of the State of California, as Principal, and National Surety Company, a corporation, organized and existing, by virtue of the laws of the State of New York, as Surety, are jointly and severally, bound unto the City of San Diego, a municipal corporation, in the County of San Diego, State of California, in the sum of One Hundred and Seventy-Five Dollars (\$175.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors, and assigns, jointly and severally, firmly by these presents.

Signed by us, and dated this 14th day of May A. D. 1913.

THE CONDITION of the above and foregoing obligation is such that,

WHEREAS, the said Principal is about to enter into a contract with the said City of San Diego to inspect approximately four thousand six hundred and forty-one (4641) tons of cast iron water pipe, to be cast for the said City by the United States Cast Iron Pipe & Foundry Company, a copy of which contract is hereunto annexed.

NOW THEREFORE, if the said Principal shall faithfully perform said contract, then the above obligation to be void. Otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety, have caused these presents to be executed and their corporate seals to be hereunto attached by their proper officers thereunto duly authorized this 14th day of May A. D. 1913.

SMITH, EMERY & COMPANY.

BY E. O. Slater,
Mgr. L. A. Office

NATIONAL SURETY COMPANY

Surety.

By Chas. Seyler Jr.

Attorney-in-fact

(SEAL)

(SEAL)

GENERAL OFFICE For So. California,
264-5-6 I. W. Hellman Bldg.
Los Angeles, California,
CHAS. SEYLER, Jr., GENERAL AGENT.

I hereby approve the form of the within Bond, this 15th day of May, 1913.

W. R. Andrews,
City Attorney of the City of San Diego, California.
By Arthur F. H. Wright,
Deputy City Attorney.

APPROVED by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of May, 1913.

D. K. Adams,
O. M. Schmidt
H. N. Manney
P. J. Benbough
Herbert R. Fay
Members of the Common Council.

A G R E E M E N T.

THIS AGREEMENT, made and entered into this 14th day of May A. D. 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, by its Common Council, hereinafter designated as the City, and Smith, Emery & Company, a corporation, organized and doing business under the laws of the State of California, hereinafter referred to as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City to be kept and performed, and the sums of money hereinafter designated to be paid to said Contractor, by said City, the said Contractor hereby covenants and agrees to and with the said City to inspect for said City, approximately, four thousand, six hundred and forty-one (4641) tons of water pipe, which the United States Cast Iron Pipe & Foundry Company has contracted to furnish to the City of San Diego.

Said Contractor hereby agrees to carefully inspect the said pipe and to see that it conforms in every particular to the specifications for cast iron water pipe for the Department of Water, City of San Diego, a copy of which said specifications is hereunto attached and marked Exhibit "A", and made a part hereof.

Said Contractor agrees to have an inspector at the foundry whenever the foundry shall do any of the casting of the said pipe.

Said Contractor agrees to furnish the inspection of the said four thousand, six hundred and forty-one tons of water pipe, for and at the rate of fifteen cents (\$.15) per ton.

And the said City, in consideration of the faithful performance by said Contractor, of each, every and all of the agreements and covenants on the part of said contractor herein undertaken by it to be performed, will pay said Contractor, in warrants drawn upon the Water Extension Bond Fund of said City, the sum of fifteen cents (\$.15) for each ton of said water pipe inspected, said payments to be made monthly on the amount of water pipe inspected - both accepted and rejected - and reported by said Contractor.

IN WITNESS WHEREOF, the City of San Diego has caused these presents to be executed by the majority of the members of the Common Council of the said city, in pursuance of a Resolution, duly adopted, authorizing such execution, and the said Contractor has caused these presents to be executed by its proper officers, and its corporate seal to be hereunto annexed, the day and year first hereinabove written.

CITY OF SAN DIEGO.

D. K. Adams,

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

(SEAL) Attest:

Allen H. Wright,
City Clerk.

SMITH, EMERY & COMPANY.

By E. O. Slater

Mgr. L. A. Office.

I hereby approve of the form of the foregoing contract, this 15 day of May, A. D. 1913.

W. R. ANDREWS,

City Attorney.

By Arthur F. H. Wright,

Deputy City Attorney.

"EXHIBIT "A"

March 25, 1913.

1913.

SPECIFICATIONS FOR CAST IRON WATER PIPE FOR DEPARTMENT OF WATER
CITY OF SAN DIEGO.

The cast iron pipe shall consist of the quantities and conform to the requirements designated in the following tabulated schedule and conform to the requirements of the advertisements of these specifications and the specifications attached hereto, all of which are merged in and shall become a part of the contract. All necessary patterns shall be furnished by the contractor and the price of these shall be included in the bid.

Separate bids are required for the delivery of this pipe, as follows:

BID NO. 1. The contractors are to bid on the delivery for all of the pipe as enumerated below, F. O. B. cars, on the side track of the A. T. & S. F. Ry., at California Street, between Fir and Grape Street, in the City of San Diego, California. No pipe is to be accepted that does not conform to the following specifications. The City is to have the privilege of routing the above pipe.

BID NO. 2. Same as Bid No. 1, except that the contractor has the routing of the pipe.

The size of the pipe, the total number of feet, together with the total weights are approximated in the following schedule:

SIZE	CLASS	NO. OF FT.	WEIGHT PER FT.	WEIGHT IN TON
30"	B	2412	333.3	402
24"	C	5604	279.2	782.3
16"	B	15936	125.	996
16"	C	6156	143.8	442.6
12"	B	27780	82.1	1140.3
12"	C	3384	91.7	155.1
10"	B	1440	63.8	45.9
10"	C	5112	70.8	180.9
8"	B	4716	47.5	112.
8"	C	8244	52.1	214.7
6"	B	5004	33.3	83.3
6"	C	4500	35.8	80.5
4"	B	500	21.7	5.4

TOTAL

4641.0

It is understood that the above schedule is approximate only, and the amounts may vary according to schedules furnished later at the price bid per ton. Any additional amounts of pipe that may be needed by the City of San Diego shall be furnished in carload lots at prices bid on above quantities.

All pipes shall be made according to American Water Works Standard Specifications as given in the Standard Specifications headed "Standard Specifications for Cast Iron Water Pipe and Special Castings."

STANDARD SPECIFICATIONS FOR CAST IRON WATER PIPE
AND SPECIAL CASTINGS.

Description of Pipes.

Section 1. The pipes shall be made with hub and spigot joints and shall accurately conform to the dimensions given in Tables Nos. 1 and 2. They shall be straight and shall be true circles in section, with their inner and outer surfaces concentric, and shall be of the specified dimensions in outside diameter. They shall be at least 12 feet in length, exclusive of socket.

Pipes with thickness and weight intermediate between the classes in Table No. 2 shall be made of the same outside diameter as the next heavier class. Pipes with thickness and weight less than shown by Table No. 2 shall be made of the same outside diameter as the Class A pipe; and pipes with thickness and weight more than shown by Table No. 2 shall be made of the same outside diameter as the Class D pipe.

All pipes having the same outside diameter shall have the same inside diameter at both ends. The inside diameter of the lighter pipes of each standard outside diameter shall be gradually increased for a distance of about 6 inches from each end of the pipe so as to obtain the required standard thickness and weight for each size and class of pipe.

For pipes of each size, from 4-inch to 24-inch inclusive, there shall be two standards of outside diameter, and for pipes from 30-inch to 60-inch inclusive, there shall be four standard of outside diameter, as shown by Table 1.

For pipes 4-inch to 12-inch inclusive, one class of special castings shall be furnished, made from Class D pattern. Those having spigot ends shall have outside diameters of spigot ends midway between the two standard of outside diameter as shown by Table No. 1, and shall be tapered back for a distance of 6 inches.

For pipes from 14-inch to 24-inch inclusive, two classes of special castings shall be furnished; Class B special castings with Classes A and B pipes, and Class D special castings with Classes C and D pipes; the former shall have cast on them the letters "AB" and the latter "CD". For pipes 30-inch to 60-inch inclusive, four classes of special castings shall be furnished, one for each class of pipe, and shall have cast on them the letter of the class to which they belong.

ALLOWABLE VARIATION IN DIAMETER OF PIPES AND SOCKETS.

Section 2. Especial care shall be taken to have the sockets of the required size. The sockets and spigots will be tested by circular gauges, and no pipe will be received which is defective in joint toom from any cause. The diameters of the sockets and the outside diameters of the spigot ends of the pipes shall not vary from the Standard dimensions by more than .06 of an inch for pipes 16 inches or less in diameter; .08 for 18-inch, 20-inch and 24-inch pipes; .10 of an inch for 30-inch, 36-inch and 42-inch pipes; .12 of an inch for 48-inch, and .15 of an inch for 54-inch and 60-inch pipes.

ALLOWABLE VARIATION IN THICKNESS.

Section 3. For pipes whose standard thickness is less than 1 inch, the thickness of metal in the body of the pipe shall not be more than .08 of an inch less than the standard thickness, and for pipes whose standard thickness is 1 inch or more, the variation shall

not exceed .10 of an inch, except that for spaces not exceeding 8 inches in length in any direction, variations from the standard thickness of .02 of an inch in excess of the allowance above given shall be permitted.

For special castings of standard patterns a variation of 50 per cent. greater than allowed for straight pipes shall be permitted.

DEFECTIVE SPIGOTS MAY BE CUT

Section 4. Defective spigot ends on pipes 12 inches or more in diameter may be cut off in a lathe and a halfpound wrought-iron band shrunk into a groove cut in the end of the pipe. Not more than 12 per cent. of the total number of accepted pipes of each size shall be cut and banded, and no pipe shall be banded which is less than 11 feet in length, exclusive of the socket.

In case the length of a pipe differs from 12 feet, the standard weight of the pipe given in Table No. 2 shall be modified in accordance therewith.

SPECIAL CASTINGS.

Section 5. All special castings shall be made in accordance with the cuts and the dimensions given in the tables forming a part of these specifications.

The diameters of the sockets and the external diameters of the spigot ends of the special castings shall not vary from the standard dimensions by more than .12 of an inch for castings 16 inches or less in diameter; .15 of an inch for 18-inch, 20-inch and 24-inch; .20 of an inch for 30-inch, 36-inch and 42-inch, and .24 of an inch for 48-inch, 54-inch and 60-inch. These variations apply only to special castings made from standard patterns.

The flanges on all manholes castings and manhole covers shall be faced true and smooth, and drilled to receive bolts of the sizes given in the tables. The manufacturer shall furnish and deliver all bolts for bolting on the manhole covers, the bolts to be of the sizes shown on plans and made of the best quality of mild steel, with hexagonal heads and nuts and sound, well-fitting threads.

MARKING.

Section 6. Every pipe and special casting shall have distinctly cast upon it the initials of the maker's name. When cast especially to order, each pipe larger than 4-inch may also have cast upon it figures showing the year in which it was cast and a number signifying the order in point of time in which it was cast, the figures denoting the year being above and the number below, thus:

1908	1908	1908
1	2	3

etc., also any initials, not exceeding four, which may be required by the purchaser. The letters and figures shall be cast on the outside and shall not be less than 2 inches in length and 1-8 of an inch in relief for pipes 8 inches in diameter and larger. For smaller sizes of pipes the letters may be 1 inch in length. The weight and the class letter shall be conspicuously painted in white in the inside of each pipe and special casting after the coating has become hard.

ALLOWABLE PERCENTAGE OF VARIATION IN WEIGHT.

Section 7. No pipe shall be accepted the weight of which shall be less than the standard weight by more than 5 per cent. for pipes 16 inches or less in diameter, and 4 per cent. for pipes more than 16 inches in diameter, and no excess above the standard weight of more than the given percentage for the several sizes shall be paid for. The total weight to be paid for shall not exceed for each size and class of pipe received the sum of the standard weights of the same number of pieces of the given size and class by more than 2 per cent.

No special casting shall be accepted the weight of which shall be less than the standard weight by more than 10 per cent. for pipes 12 inches or less in diameter, and 8 per cent. for larger sizes, except that curves, Y pieces and breeches pipe may be 12 per cent. below the standard weight, and no excess above the standard weight of more than the above percentages for the several sizes will be paid for. These variations apply only to castings made from the standard patterns.

QUALITY OF IRON.

Section 8. All pipes and special castings shall be made of cast-iron of good quality, and of such character as shall make the metal of the castings strong, tough and of even grain, and soft enough to satisfactorily admit of drilling and cutting. The metal shall be made without any mixture of cinder iron or other inferior metal, and shall be remelted in a cupola or air furnace.

The contractor shall have the right to make and break three bars from each heat or run of metal, and the test shall be based upon the average results of the three bars. Should the dimensions of the three bars differ from those given below, a proper allowance therefor shall be made in the results of the tests.

TESTS OF MATERIAL.

Section 9. Specimen bars of the metal used, each being 26 inches long by 2 inches wide and 1 inch thick, shall be made without charge as often as the engineer may direct, and in default of definite instructions, the contractor shall make and test at least one bar from each heat or run of metal. The bars, when placed flatwise upon supports 24 inches apart, and loaded in the center, shall support a load of 2,000 pounds, and show a deflection of not less than .30 of an inch before breaking; or if preferred, tensile bars shall be made which will show a breaking point of not less than 20,000 pounds per square inch.

CASTING OF PIPE.

Section 10. The straight pipes shall be cast in dry sand molds in a vertical position. Pipes 16 inches or less in diameter shall be cast with the hub end up or down, as specified in the proposals. Pipes 18 inches or more in diameter shall be cast with the hub end down.

The pipes shall not be stripped or taken from the pit while showing color of heat, but shall be left in the flasks for a sufficient length of time to prevent unequal contraction by subsequent exposure.

QUALITY OF CASTINGS

Section 11. The pipes and special castings shall be smooth, free from scales, lumps, blisters, sand holes and defects of every nature which unfit them for use for which they are intended. No plugging or filling will be allowed.

CLEANING AND INSPECTION.

Section 12. All pipes and special castings shall be thoroughly cleaned and subjected to a careful hammer inspection. No castings shall be coated unless entirely clean and free from rust, and approved in these respects by the engineer immediately before being dipped.

COATING.

Section 13. Every pipe and special casting shall be coated inside and out with coal tar pitch varnish. The varnish shall be made from coal tar. To this material sufficient oil shall be added to make a smooth coating, tough and tenacious when cold, and not brittle nor with any tendency to scale off.

Each coating shall be heated to a temperature of 300 degrees Fahrenheit immediately before it is dipped, and shall possess not less than this temperature at the time it is put in the vat. The ovens in which the pipes are heated shall be so arranged that all portions of the pipe shall be heated to an even temperature. Each casting shall remain in the bath

at least five minutes.

The varnish shall be heated to a temperature of 300 degrees Fahrenheit (or less if the engineer shall so order), and shall be maintained at this temperature during the time the casting is immersed.

Fresh pitch and oil shall be added when necessary to keep the mixture at the proper consistency, and the vat shall be emptied of its contents and refilled with fresh pitch when deemed necessary by the engineer. After being coated the pipe shall be carefully drained of the surplus varnish. Any pipe or special casting that is to be coated shall first be thoroughly scraped and cleaned.

HYDROSTATIC TEST.

Section 14. When the coating has become hard, the straight pipes shall be subjected to a proof by hydrostatis pressure, and, if required by the engineer, they shall also be subjected to a hammer test under this pressure.

The pressure to which the different sizes and classes of pipes shall be subjected are as follows:

	20-inch Diameter and Larger, Lbs. Per Square Inch	Less than 20-Inch Dia- meter, Lbs. Per Square Inch
Class A Pipe.....	150	300
Class B Pipe.....	200	300
Class C Pipe.....	250	300
Class D Pipe.....	300	300

WEIGHING.

Section 15. The pipes and special castings shall be weighed for payment under the supervision of the engineer after the application of the coal-tar pitch varnish. If desired by the engineer, the pipes and special castings shall be weighed after their delivery, and the weights so ascertained shall be used in the final settlement, provided such weighing is done by a legalized weighmaster, Bids shall be submitted and a final settlement made upon the basis of a ton to 2,000 pounds.

CONTRACTOR TO FURNISH MEN AND MATERIAL.

Section 16. The Contractor shall provide all tools, testing machines, materials and men necessary for the required testing, inspection and weighing at the foundry of the pipe and special castings; and should the purchaser have no inspector at the works, the contract- or, shall if required by the engineer, furnish a sworn Statement that all the tests have been made as specified, this statement to contain the results of the tests upon the test bars.

POWER OF ENGINEER TO INSPECT.

Section 17. The engineer shall be at liberty at all times to inspect the material at the foundry, and the moldings, casting and coating of the pipes and special castings. The forms, sizes, uniformity and conditions of all pipes and other castings herein referred to shall be subject to his inspection and approval, and he may reject, without proving, any pipe or other casting which is not in conformity with the specifications or drawings.

INSPECTOR TO REPORT.

Section 18. The inspector at the foundry shall report daily to the foundry office all pipes and special castings rejected, with the causes for rejection.

CASTINGS TO BE DELIVERED SOUND AND PERFECT.

Section 19. All the pipes and other castings must be delivered in all respects sound and conformable to these specifications. The inspection shall not relieve the contractor of any of his obligations in this respect, and any defective pipes or other castings which may have passed the engineer at the works or elsewhere shall be at all times liable to re-

jection when discovered, until the final completion and adjustment of the contract; provided, however, that the contractor shall not be held liable for pipes or special castings found to be cracked after they have been accepted at the agreed point of delivery. Care shall be taken in handling the pipes not to injure the coating, and no pipes or other material of any kind shall be placed in the pipes during transportation or any time after they have received the coating.

DEFINITION OF THE WORD "ENGINEER".

Section 20. Wherever the word "Engineer" is used herein it shall be understood to refer to the engineer or inspector acting for the purchaser and to his properly authorized agents, limited by the particular duties intrusted to them.

SPECIFICATIONS REGARDING DECISIONS AND SETTLEMENTS OF SAME;

CONDITION OF ITEMS WHEN DELIVERED AND DELIVERIES.

To prevent disputes and litigation the Hydraulic Engineer shall in all cases determine the amount, quality, and acceptability of the work and supplies which are to be paid for under the contract and shall determine all questions in relation to said work and supplies and to ^{the} performance thereof and shall in all cases decide any questions which may arise relative to the fulfillment of the contract on the part of the contractor, his estimates and decisions shall be final and conclusive, and in case any question shall arise between the parties touching the contract his estimate and decision shall be a condition precedent to the right of the contractor to receive any moneys under the contract.

All cast iron castings, unless otherwise ordered, shall have distinctly cast on the outside of them the initials of the maker's name, the year, the serial number, and the letters "D W - S. D".

DELIVERIES, CONDITIONS, ETC.

The items must be delivered in all respects sound and conformable to the specifications for same. Inspections shall not relieve the contractor from any of his obligations in this respect. Any defective items which may have passed inspection at the works or elsewhere shall be at all times liable to rejection when discovered until the final completion and adjustment of the contract, provided that the contractor shall not be liable for items found to be injured after they have been accepted at the agreed point of delivery. Care should be taken in handling all cast iron material in order not to injure the coating. Any items found unsound or not in accordance with the conditions and requirements of these specifications and drawings shall be rejected and so marked in plain white letters, unless otherwise ordered by the Hydraulic Engineer.

All rejected items shall be removed by and at the expense of the contractor, and shall be replaced with other items equivalent in weight, and which shall in all respects conform to every requirement of these specifications.

The Superintendent of the Department of Water shall have the right to appoint a suitable person to be present at the place of manufacture on behalf of the City of San Diego for the purpose of inspecting the material and the manufacture of same. Said appointee shall be paid by the City of San Diego.

Unless otherwise agreed between the Superintendent of the Department of Water of the City of San Diego and the contractor all items shall be made at one factory in order to facilitate the inspection work. If the contractor deems it advisable to make certain portions at different factories he shall do so only upon the written permission of the Superintendent of the Department of Water, City of San Diego.

The Superintendent of the Department of Water reserves the right, upon giving the contractor ten days written notice to change the size, or increase or diminish the quantity of all items specified in the schedules, provided the same are not already manufactured, and

that such change shall not increase or diminish the gross amount contemplated in the contract more than ten (10) per cent.

The contractor shall deliver the items bid upon in such amounts and of such sizes as will be given in a schedule from time to time by the Hydraulic Engineer. These items shall be delivered at points designated in the City of San Diego at the expense of the contractor. Unless otherwise mentioned in the advertisement it will be understood that the points designated will be F. O. B. either railroad or freight depot. The commencement and the completion of the delivery of the different items enumerated shall be according to printed advertisements, or the agreement between the contractor and the City of San Diego.

The time of the completion of the whole of this work is an essential condition of this contract, and should said contractor neglect, refuse, or fail to complete the work to be done under this contract within the time hereinbefore specified in that event the Superintendent of the Department of Water shall have and is hereby given the right to deduct and retain out of such moneys as will be due, or which may become due and payable to said contractor for the work to be done under this contract the sum of One (1.00) Dollars per day for each and every One Thousand (1000.00) Dollars worth of material not delivered at the time of the completion for each and every day that the work is delayed beyond the specified time of completion. Said amount of One (1.00) Dollar, per day for each Thousand (1000.00) Dollars worth of material left uncompleted for such delay, failure, or non-completion shall be deemed, taken and treated as liquidated damages which the City of San Diego will suffer by reason of such default, and not by way of penalty.

It is distinctly understood that if the contractor is delayed in the completion of the work by any fire, strike, or any cause beyond his control the time of such delay shall not be reckoned against him, but if the performance of the work is delayed beyond sixty (60) days from the date of the completion as fixed in the advertisement, then and in that case the City may, at its option, cancel this contract.

It is understood between the contractor and the City of San Diego that any stipulation imposed in the advertisement that conflicts with these specifications shall take precedence over and above these specifications.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between the CITY OF SAN DIEGO, CALIFORNIA, and SMITN, EMERY & CO. for Testing 4641 Tons Cast Iron Water Pipe, being Document No. 62939.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

May 21, 1913.

TO THE

OTIS ELEVATOR COMPANY.

You are hereby requested to INSPECT One Otis Electric Passenger Elevators located at City Hall 5th & G St. one Times Per Week and thereafter until this agreement is terminated in writing by you on the undersigned. This inspection shall consist of your regular examination of the Elevator apparatus including Cleaning oiling and adjusting. The undersigned will pay for this service AT THE RATE OF Sixty DOLLARS (\$60.00) PER YEAR PAYABLE MONTHLY.

This agreement is subject to the terms and conditions printed on the back hereof which are expressly made a part of this contract.

OTIS ELEVATOR COMPANY

By F. C. Moore

D. K. Adams,)	Members of Com-
O. M. Schmidt)	Council, San
H. N. Manney)	Diego, Cal.

TERMS AND CONDITIONS

OTIS ELEVATOR COMPANY shall not under any circumstances be liable under or by reason of this agreement directly or indirectly for any accident, injury, breakage or damage to the elevators or any machinery, appliances or property connected therewith nor shall it under any circumstances be liable under or by reason of this agreement directly or indirectly for any accident, injury or damage to any person or persons whomsoever while riding upon or being in or about said elevators however caused nor shall it in any way be liable for any damage caused directly or indirectly by strikes, lockouts, accidents or other causes beyond its control.

No repair work, adjusting, oiling, material or appliances included under this contract unless specifically stated on the reverse side hereof.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and OTIS ELEVATOR COMPANY for Inspection of Elevator, cleaning, oiling and adjusting, being Document No. 63776.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made this 23rd day of July, 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, party of the first part, by its Common Council, and F. A. Markley and A. Malin Dufour, of the City of San Diego, State of California, parties of the second part, hereinafter called the Lessees, WITNESSETH:

That said party of the first part does by these presents, demise and lease unto the said parties of the second part, the following described premises:

Pueblo Lots Nos. 249, 251, 253 and the northeast quarter of Pueblo Lot 212, of the Pueblo Lands of the City of San Diego;

For the term of ten (10) years from the first day of July, 1913.

For the first five (5) years of the term of this lease, the said Lessees agree to pay annually, and the said Lessor agrees to accept, five percent (5%) of the appraised valuation of the said Pueblo Lots, as rental, which said Pueblo Lots have been appraised at One Hundred Dollars (\$100.00) per acre, by the Mayor, the City Assessor and the member of the Common Council in charge of the Pueblo lands of the City of San Diego.

At the end of five (5) years from and after July 1, 1913, the value of said property shall be re-appraised by the Mayor, the City Assessor and the member of the Common Council who shall have charge of the Pueblo Lands of the City of San Diego, and from and after July 1, 1918, until the end of the term of this lease, the said Lessees agree to pay annually and the said Lessor agrees to accept, as rental, five percent (5%) of the value of the said property as it may be re-appraised on July 1, 1918.

It is hereby agreed that the said Lessees shall have the right to assign this lease or to sublet the said property, provided however, that no such assignment or sublease shall, in any way, excuse or release said Lessees from their obligation to pay the rent for said property as specified in this lease, and that any assignment shall set out this lease verbatim.

It is hereby agreed that the rent due under this lease shall be payable quarterly in advance on the first days of July, October, January and April of each year.

It is further agreed that if it shall happen that said quarterly rents hereby reserved

or any of them shall be due and unpaid for the space of twenty (20) days after any of the said day of payment, then, and in that case, it shall be lawful for the said City of San Diego to re-enter the said premises hereby leased or any part thereof in the name of the whole, to have again, re-possess and enjoy the said premises, anything contained herein to the contrary thereof in any wise notwithstanding.

It is hereby further agreed that at the expiration of the said term the said parties of the second part, will quit, and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit.

IN WITNESS WHEREOF, the said parties of the second part have hereunto set their hands, and a majority of the members of the Common Council of the City of San Diego, have hereunto set their hands on behalf of the said City in pursuance of a resolution duly adopted by said Common Council, authorizing such execution, the day and year first above written.

F. A. Markley
A. Malin Dufour,
Lessees.

CITY OF SAN DIEGO.

BY D. K. Adams
O. M. Schmidt
P. J. Benbough,
Herbert R. Fay
Members of the Common Council.

I hereby approve the form of the foregoing lease, this 23d day of July, 1913.

W. R. ANDREWS,
City Attorney.

By Arthur F. H. Wright,
Deputy City Attorney.

STATE OF CALIFORNIA,)
) SS.
County of San Diego.)

On this 30th day of July, in the year One Thousand Nine Hundred and Thirteen, before me, Arthur F. H. Wright, a Notary Public in and for said County of San Diego, State of California, personally appeared D. K. Adams, O. M. Schmidt, P. J. Benbough and Herbert R. Fay, known to me to be members of the Common Council of the City of San Diego, that executed the foregoing instrument, and acknowledged to me that said City of San Diego executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal, at my office in the City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

Arthur F. H. Wright,
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE to F. A. MARKLEY & A MARTIN DUFOUR to PUEBLO LOTS 249, 251, 253 and 1/4 of 212, being Document No. 65353.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By ya Jacques Deputy.

THIS INDENTURE OF LEASE, entered into, and executed in duplicate, this 8th day of November, 1913, between J. D. AND A. B. SPRECKELS SECURITIES COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as owner, and the City of San Diego, a municipal corporation in the State of California, as lessee, WITNESSETH:

That said owner hereby leases and lets to said lessee, and said lessee, under and pursuant to that certain Resolution of the Common Council of said City of San Diego, numbered 15562 and adopted by the said Common Council on the 3rd day of November, 1913, hereby takes and hires of and from said Owner the possession and use of the ground floor space of the building erected on Lots "D", "E", "F", "G", "H", and "I", in Block 68, of Horton's Addition, in the City of San Diego, being the ground floor space in said building marked on the plan of said ground floor hereto attached and made a part of this lease, and being forty-four feet by one hundred five feet in area, the said forty-four feet running easterly along "G" Street from the southwesterly corner of said building, and the said one hundred five feet running northerly along Third Street from the said southwesterly corner of said building, to be occupied and used by said Lessee for the purpose of accommodating offices of City business, for the term of three years reckoned from and after the first day of January, 1914, monthly rental of the sum of Three Hundred Fifty Dollars, payable monthly in advance on the first day of each calendar month at and for the calendar month during the said term, with the privilege and option in the said City of retaining possession and use for a continuous and further term of two years at and for the calendar monthly rental of a sum equal to the then highest rental value of the said premises estimated by the then value of similar space and premises in said immediate locality, but in no case less than the calendar monthly rental of said sum of Three Hundred Fifty Dollars, all subject to the performance and observance of the following covenants and conditions:

The said Owner agrees to further lease and let to the said City-Lessee the said premises upon the said terms and for the said period of two years upon notice from the said Lessee in writing of its desire to exercise the option herein given of continuing said possession and use at least ninety days before the expiration of the three year term hereof; provided, however, that said Lessee shall have the right to cancel this lease and terminate the term hereof upon ninety days notice in writing to said Owner in the event that during any time of the term of this lease the said City-Lessee shall construct a public building for said office purposes or shall become associated with the County of San Diego in any present or new structure for such office purposes.

Said Owner agrees to construct in position assigned by said Lessee in said premises one double safe deposit vault sixteen by sixteen feet of high class strength and quality, suitable for the housing and security of records and documents; also lavatory appointments consisting of three seats, three urinals, and two washbowls.

Said Owner agrees to provide and furnish all necessary water and steam heating for said premises free of cost to said Lessee.

That the said Lessee shall not and it hereby agrees not to assign this lease or any interest therein, or sub-let the said premises in whole or in part, or to make any change or alteration in the premises, except by agreement with said Owner in writing; and that no portion of this lease shall be altered or amended except in writing, executed by the respective parties, and no verbal agreement or understanding shall bind or affect this lease or the parties hereto.

That in event the said premises hereby leased are ready for occupancy before the said first day of January, 1914 said Lessee agrees to go into possession thereof under this lease, and to use the same for the purposes intended as an additional period to the three year term herein provided, and to pay the said rent at said rate for such period of occupation before the said first day of January, 1914 in proper proportion, which shall be paid on the first

day of January, 1914, together with the rent then due for the calendar month of said January hereunder.

In case said premises should not be ready for occupation on the said first day of January, 1914, by reason of the failure of the Contractor to complete said premises ready for occupancy, then the time for taking possession of said premises under the terms of this lease shall be extended the length of time of such delay, and the said rental shall begin only from the time that said premises shall be ready for occupancy of Lessee, and such proportion of said rent for the current calendar month shall be in an amount equal to the proportion of the full months rent as the length of time occupied shall bear to the full month, and shall be paid on the first day of the calendar month succeeding, together with the rent then due for such calendar month.

Should the building in which said premises are situate be damaged or destroyed by fire, or other cause not within the control of the Owner, during the said term, said Owner shall repair the same as promptly as practicable, and the whole rental of the premises herein leased shall be reduced proportionately to the space which could be occupied under the lease during the time of such repairing, and the amount of such reduction, in case the parties cannot agree, to be determined by three arbitrators chosen in the usual manner; but if the said building be damaged so as to be impracticable of repair in the opinion of said Owner, said Owner shall have the option either to reconstruct the building, or to decline to do so and terminate this lease, and in the event of such termination, said Lessee shall not be held for rental hereunder, nor shall said Lessee pay any rental during the time of reconstruction of said building.

Said Lessee agrees not to place or maintain any sign projecting out from the walls of said building, but all signs if used shall be painted upon the glass of the windows of said building, or lay flat against the walls thereof.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands as and for the act of the said City, and the said Lessee has caused this instrument to be executed and its corporate seal hereunto affixed by its proper officers thereunto duly authorized, the day and year in this indenture first above written.

CITY OF SAN DIEGO.

D. K. Adams

O. M. Schmidt,

H. N. Manney

P. J. Benbough.

Herbert R. Fay

Members of the Common Council

(SEAL) Attest:

Allen H. Wright,

City Clerk

(SEAL) J. D. AND A. B. SPRECKELS SECURITIES COMPANY.

By John D. Spreckels

Pres.

W. D. K. Gibson,

Secretary.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
LEASE between A. B. & J. D. SPRECKELS SECURITIES COMPANY and CITY OF SAN DIEGO, CALIFORNIA?

For rent of floor space, being Document No. 69440.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS: That JOHN E. MERIT of the City of San Diego, State of California, as Principal, and the American Surety Company of New York a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation, in the sum of Thirty-five Hundred Dollars (\$3500.00) lawful money of the United States of America, to be paid to the said City of San Diego, for which payment well and truly to be made we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of November A. D. 1913.

THE CONDITION OF THE ABOVE obligation is such that,

WHEREAS the said Principal is about to enter into the annexed contract with the City of San Diego for the disposal of the city refuse accumulating in the said City, for a period extending from the date of the signing of the said contract until May 1, 1917; and reference is hereby made to said contract for a more particular description of the work to be done.

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal has hereunto set his hand and the said Surety has caused this bond to be executed and its corporate seal to be hereunto attached, by its duly authorized officers, this 13th day of November 1913.

John E. Merit,

Principal.

American Surety Company of New York

By J. M. Ward,

Resident Vice President

Herbert N. Neale

Resident Assistant Secretary

(SEAL) Attest:

I hereby approve the form of the within Bond, this 13th day of November, 1913.

T. B. Cosgrove

City Attorney.

By Arthur F. H. Wright,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of November, 1913.

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk.

THIS AGREEMENT, made and entered into this 17th day of November, 1913, by and between

the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, hereinafter called the City, and JOHN E. MERIT, of the City of San Diego, State of California, hereinafter referred to as the contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said contractor to be kept and performed, and the sums of money hereinafter designated to be paid to said city by said contractor, the said City hereby covenants and agrees to and with the said contractor to issue to said contractor a license to collect city refuse, in the City of San Diego, in accordance with the provisions of Ordinance No. 5265, of the ordinances of the City of San Diego (a copy of which said ordinance is hereto attached, marked "Exhibit A", and made a part hereof), from the date of the signing of this contract until May 1, 1917. It is hereby expressly agreed by and between the parties hereto that the said license to be issued as hereinabove provided, shall be subject to cancellation by the Common Council of the City of San Diego ninety (90) days after the service upon the said contractor of a notice from the City that the City desires to be released from the terms of this agreement.

The said contractor hereby agrees to collect all city refuse in that portion of the City of San Diego bounded by Thirtieth Street on the east, Mission Valley on the north and the Bay of San Diego on the west and south, and in Ocean Beach and Loma Portal, from the date of the signing of this contract until May 1, 1917, in accordance with the provisions of said Ordinance No. 5265 and under the supervision of the Superintendent of the Department of Finance of said City. Said City further undertakes and agrees to insure and to keep insured said incinerator against loss by fire. Said City further undertakes and agrees to insure and to keep insured the said incinerator against loss from boiler explosions. It is expressly understood and agreed that the said City shall allow the said contractor

or the use of four wagons now used in the collection of city refuse, in the City of San Diego, and the use of the incinerator belonging to said City, and located on the Bay front at the foot of Ninth Street, in said City, to be used by said contractor in collecting and disposing of city refuse, at and for a monthly rental of Three Hundred Thirty-one and 50/100 Dollars (\$331.50) per month, to be paid in advance on or before the 15th day of each month at the office of the Superintendent of the Department of Finance, of the City of San Diego.

And the said contractor hereby expressly undertakes and covenants to pay said sum of Three Hundred Thirty-one and 50/100 Dollars (\$331.50) per month for the use of said wagons and incinerator as herein provided. Said contractor further expressly undertakes and agrees at the termination of this contract to turn over to said City the said wagons and incinerator in as good condition as when received from the said City, reasonable use and wear thereof and damages by the elements excepted.

Said contractor hereby expressly agrees and undertakes that no city refuse of any nature will be disposed of within the limits of the said City, except by incineration in the said incinerator, unless express permission by resolution of the Common Council of said City shall be granted said contractor to dispose of city refuse in some other or different manner.

It is hereby further understood and agreed by and between the parties hereto that this agreement may be terminated at any time by either party hereto ninety (90) days after the service of notice upon the other, as herein provided. The party desiring to terminate this agreement shall serve upon the other party a written notice that the party serving such notice desires to be released from the terms of this agreement, and ninety (90) days after the service of such notice this agreement shall be no longer binding upon the parties hereto, and shall be void and of no further force or effect.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of said City, in pursuance of a resolution duly adopted by said Common Council, authorizing such execution on the part of said City,

and said Contractor has hereunto set his hand, the day and year first hereinabove written.

CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

(SEAL) Attest:

Allen H. Wright

City Clerk

John E. Merit,

Contractor.

Exhibit "A"

ORDINANCE NO. 5265

AN ORDINANCE TO PROTECT THE HEALTH, COMFORT AND SECURITY OF THE INHABITANTS OF THE CITY OF SAN DIEGO, CALIFORNIA, BY PROVIDING FOR DISPOSAL IN A SANITARY MANNER OF GARBAGE, REFUSE AND OTHER WASTE MATTER, IN SAID CITY OF SAN DIEGO.

BE IT ORDAINED, By the Common Council of the City of San Diego, as follows:

Section 1. That the Common Council of the City of San Diego shall have the power to license a certain person or persons, who shall have the right to gather and collect City refuse within said City, and it shall be unlawful for any person, firm or corporation other than the person or persons licensed by the said Common Council to collect or gather city refuse within said city, or to deposit or dump the same, or to cause the same to be dumped or deposited upon any lot of land, or in any water or water-ways within the corporate limits of the said City of San Diego.

Section 2. The term "City refuse" shall be construed to include "garbage", "waste matter", "ashes", "night soil", "market refuse" and "dead animals".

Section 3. For the purpose of this ordinance, the work "garbage" shall be held to include and mean kitchen and table refuse and offal, swill, and also every accumulation of animal, vegetable and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowls, birds, fruits or vegetables.

For the purposes of this ordinance the term "market refuse" is defined to be and to include decayed and unsound meat, fish, fruit and vegetables, from meat, fish, fruit and vegetable markets, and animal and vegetable refuse from such markets,

The term "waste matter" shall include and be held to mean broken crockery, broken bottles, glass, tin vessels, trimmings from lawns, flower gardens, shrubs and trees, berry boxes, paste board boxes, paper, rags, packing materials, shavings, ashes and all non-combustible waste matter.

The term "ashes" shall be held to include and mean the residue of materials burned.

The term "night soil" shall include and mean contents of privy vaults, cesspools, dry wells and sinks.

Section 4. The garbage shall be placed in portable vessels, tanks or receptacles for holding garbage. It shall be unlawful for any person to mix any other form of city refuse with garbage in said receptable. Each such vessel, tank or receptacle shall be constructed of metal, and shall be watertight, and shall be so constructed as to contain not less than three, nor more than sixteen gallons, and shall be provided with a handle or

handles on the outside thereof, and with a tight-fitting metal cover. Such cover must not be removed except when necessary to place garbage therein, or to take the contents therefrom. Said vessels, tanks or receptacles shall be provided by and at the expense of each person, firm or corporation requiring the collection or removal of city refuse.

Section 5. All garbage requiring removal within the district including the down town or business portion of the said City of San Diego, more particularly described and bounded as follows: on the north by the north line of A Street, on the east by the east line of Seventh Street, on the south by the northerly line of the Bay of San Diego, and on the west by the west line of Third Street, shall be removed between the hours of nine o'clock P. M., and five o'clock A. M., and all wagons collecting the same shall be out of the said above district by five o'clock A. M.

Section 6. All persons, firms or corporations requiring the removal of garbage, ashes or waste matter, shall place the receptacles containing the same in some accessible place in the yard, or on the ground floor of their respective premises on each collection day; provided, that special permission may be granted by the member of the Common Council in charge of the collection of garbage, for the placing of said receptacles in some other accessible place on the premises, other than the yard or on the ground floor, in the event that no accessible place can be found on the ground floor, or in the yard of said premises, and all such receptacles shall be kept and placed in some accessible place such as is above prescribed.

Section 7. All city refuse, outside of the routes established for the refuse wagons in the City of San Diego, which is injurious to the public health, shall be removed when the Board of Health so orders.

Section 8. The person or persons authorized by the Common Council to collect city refuse shall collect the same as often and at such times as the member of the Common Council in charge of garbage collection of the City of San Diego shall order.

Section 9. That all city refuse shall be disposed of by incineration (except the portion thereof which the Common Council may permit to be utilized for commercial purposes) in a sanitary manner, and such refuse shall be carried through said City in such receptacles and manner as may be approved by the said Common Council, and every cart, wagon, or other receptacle shall be kept clean, well painted on the outside, and shall be plainly marked with the words "Health Department, City Refuse No. _____".

Section 10. It shall be unlawful for any person or persons other than the person or persons licensed by the Common Council of the City of San Diego to collect city refuse, to interfere in any manner with any receptacle containing garbage, or the contents thereof, or any receptacle containing any other form of city refuse, or the contents thereof, or to remove any such receptacle from the location where the same was placed by the owner thereof, or to remove the contents of any such receptacle.

Section 11. It shall be unlawful for any person, firm or corporation to deposit, or to cause or permit to be deposited any city refuse upon or in any public street, alley or other public place, or upon any premises in the said City.

Section 12. The person or persons licensed by the said Common Council to collect city refuse, and assistants, shall have the power of special inspectors, without salary, in the line of their duties, for the purpose of carrying out the provisions of this ordinance, and shall be subject to the control of the said Common Council.

Section 13. The person or persons authorized and empowered by the said Common Council to collect city refuse shall receive no compensation from the said City of San Diego, except for work ordered done by the said Common Council, but shall be entitled to

the following fees for collection of city refuse, said fees to be collected from the persons requiring the collection of said City refuse.

Any person requiring the collection of garbage shall pay for the removal of each ten-gallon receptacle, or any part thereof, the sum of ten cents; provided, however, that upon the payment to said person or persons authorized to collect city refuse of fifty cents in advance, the person so paying the said sum shall be entitled to one month's collections, if said month's collections do not amount to more than nine collections of five gallons, or less, of garbage, for each collection.

Section 15. For the services of such collection and disposition of "waste matter" or ashes, the occupant, tenant, lessee or owner of each house, building, flat, or store-room, or any person, firm or corporation requiring the removal of such "waste matter" or ashes, shall pay to the person or persons authorized by the said Common Council to collect city refuse, a fee of twenty-five (25) cents per barrel, or part thereof.

The scale of prices which shall be paid to the person or persons authorized and empowered by the said Common Council to collect city refuse for the removal of all dead animals, shall be as follows, to-wit:

For each horse, mule or head of cattle, three dollars (\$3.00) per head, if removed from within the following boundaries of said City, to-wit:

Bounded on the east by Thirtieth Street, on the north by the south border of Mission Valley, on the west and south by the Bay of San Diego. If removed from any place outside of the above designated boundaries, fifty (50) cents more shall be paid for each additional mile, or fraction thereof beyond said boundaries to the place of removal.

For each calf or colt, under the age of one year, and for each sheep, goat, or hog, if removed from any point within the last above designated boundaries of the said City, the charge shall be one dollar (\$1.00).

For each cat or dog, if removed from any point within the last above designated boundaries of said City, the charge shall be fifty cents (50¢).

For poultry, twenty-five (25) cents per head, if removed from any point within the last designated boundaries of said City.

Section 16. Night soil and manure shall be removed as often as required by the Board of Health, for which a charge shall be allowed as follows, to-wit:

For cleaning vaults, ten dollars per cubic yard for all material removed.

For removing contents of cesspools, five dollars (\$5.00) per load of not exceeding two cubic yards.

For removing manure, three dollars (\$3.00) per load of three and one-half cubic yards.

Section 17. All of the above charges shall be paid in advance or at the time the service is rendered.

Section 18. It shall be the duty of every owner of any animal or poultry found dead within the City of San Diego, within three hours after the death of said animal or poultry, to cause the same to be removed by a person or persons licensed by said Board of Health to remove city refuse. The provisions of this ordinance shall not apply to any animal or poultry killed for food, unless in a state of decomposition, or which shall have been condemned by the Board of Health.

Section 19. That no manure collected for transportation shall be loaded onto cars or other vehicles and left standing within the city limits, except in a yard or premises belonging to, or under the control of the person or corporation intending to transport the same, and then only for a period of not longer than one day of twenty-four hours.

Section 20. The removal of all city refuse shall be paid for by the owner, lessee,

or occupant of the premises, and by the owner of the dead animal and poultry, respectively.

It shall be unlawful for any person, firm or corporation to allow garbage to accumulate upon the premises occupied by such person, firm or corporation.

It is provided further, that if the charges herein fixed for the removal of any city refuse shall not be paid, the said person or persons authorized by the said Common Council to remove city refuse, shall be under no obligation to collect any city refuse until such charges shall have been paid.

Section 21. For city refuse which shall be collected, removed and disposed of under the provisions of this ordinance, collected at a distance of more than five miles from Fifth and F Streets, in said City, the said person or persons authorized by the said Common Council to remove city refuse shall have the right to collect, in addition to the aforesaid rates, fifty per cent more than the aforesaid rates, except as otherwise provided by ordinance.

Section 22. That any person, firm or corporation violating any of the provisions of this ordinance, shall, upon conviction thereof, be punished by a fine of not more than two hundred dollars (\$200.00), or by imprisonment in the City Jail of said City for a period not exceeding one hundred (100) days, or by both such fine and imprisonment. And in the event that the fine imposed hereunder is not paid, then by imprisonment in the City Jail of said City at the rate of one day for every two dollars of fine so imposed.

Section 23. This ordinance is for the immediate preservation of the public peace, health and safety, and one of urgency; and shall take effect from and after its passage and approval.

Section 24. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance, be, and the same hereby are repealed.

Section 25. That the City Clerk of said City of San Diego, be, and he is hereby authorized and directed, immediately after the approval of this ordinance, to publish, or cause the same to be published, once in the official newspaper of said City, to-wit: The Evening Tribune.

Passed and adopted by the Common Council of the City of San Diego, California, this 10th day of September, 1913, by the following vote, to-wit:

AYES---COUNCILMEN Schmidt, Manney, Benbough, Fay and Adams

NOES---NONE.

ABSENT-NONE.

and signed in open session thereof by the President of said Common Council, this 10th day of September, 1913.

D. K. Adams,

President of the Common Council of the City of
San Diego, California.

I HEREBY APPROVE the foregoing ordinance this 16th day of Sept. 1913.

Charles F. O'Neill,

Mayor of the City of San Diego, California.

(SEAL) Attest:

Allen H. Wright,

City Clerk of the City of San Diego, California.

By W. E. Bartlett Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA, and JOHN E. MERIT for Disposal of Garbage. being Document No. 69869.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

GRANT OF RIGHT TO TAKE WATER.

WHEREAS, the United States Military authorities have constructed and heretofore maintained a military road upon the Fort Rosecrans Military Reservation in the County of San Diego, State of California, known as the Point Loma Boulevard connecting with the streets of the city of San Diego in said county and state, and also a system for supplying salt water for sprinkling said Boulevard, which system has become worn out and useless and the military authorities in charge of said Reservation have not sufficient funds available for its renewal, or for the payment of regular rates for obtaining water from the city of San Diego or from private parties to sprinkle said Boulevard and maintain it in good condition, which Boulevard if not so sprinkled will fall into disrepair and become less desirable for public use;

AND WHEREAS, said Boulevard is much used by the citizens of said City and by tourists visiting the same and it is of advantage to said City to keep and maintain the same in good condition and repair as a public highway;

AND WHEREAS, the military authorities at said Reservation propose that if the said City shall furnish water without charge sufficient to sprinkle the said Boulevard, they will furnish the necessary appliances and labor for sprinkling the same;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the City of San Diego, California, a municipal corporation within said State, in consideration of the premises, does hereby give and grant unto the United States the right and privilege to take such water from the City water works at such convenient point or points along or near said Boulevard as may be agreed upon or provided, as may be reasonably necessary for use in sprinkling the said Boulevard, as long as the same is maintained and used as a public highway on said Reservation and connected with the streets of said city.

That the military authorities at Fort Rosecrans Military Reservation shall have the privilege and license to connect with the city water system at such point or points as may be mutually agreed upon for the purposes of this agreement and to establish hydrants or other appliances or means for supplying water in accordance herewith, the City authorities having the right at their option to instal meters for the purpose of measuring the amount of water so taken and used for the purpose aforesaid.

In Witness whereof the said City of San Diego has on this the 1st day of December, 1913, caused these presents to be signed by its Mayor and duly attested and its corporate seal to be hereunto affixed, in pursuance of a resolution of its common council duly passed and approved Nov. 25th, 1913.

Charles F. O'Neill,

(Seal)

Witnesses.

Mayor of the City of San Diego, California.

Allen H. Wright,

City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of GRANT OF RIGHT TO TAKE WATER---City of San Diego, California to United States Military Authorities at Fort Rosecrans Military Reservation, being Document No. 70387.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS AGREEMENT made and entered into this 22nd day of December, 1913, between the City of San Diego, a municipal corporation in the County of San Diego, State of California, party of the first part, and John E. Merit, of the City of San Diego, County of San Diego, State of California, party of the second part, WITNESSETH:

That ^{said} party of the first part does by these presents demise and lease unto the said party of the second part the following described property, to-wit:

Beginning at a point on the west line of Ninth Street, which point is 3.2 feet southerly from the intersection of the said west line and the south line of N Street; thence south 34° 30' west 80.5 feet; thence south 46° 12' west, 92.25 feet; thence south 40° 36' west 55.5 feet; thence north 14° 24' west 10.0 feet to a point, which point is the southeasterly corner of the premises occupied by the incinerator belonging to the City of San Diego.

Beginning at said southeasterly corner; thence north 14° 24' west 49 feet; thence south 75° 36' west 80.4 feet; thence south 14° 24' west 49 feet; thence north 75° 36' east 80.4 feet to the place of beginning.

For a term ending May 1, 1917.

It is agreed by and between the parties hereto that this lease shall not be assigned or transferred, nor shall said party of the second part have the right to sub-let the leased premises or any part thereof.

And said party of the second part does hereby promise and agree to pay said party of the first part the sum of Three Hundred Thirty-one and 51/100 Dollars (\$331.51) per month, payable monthly in advance, on or before the 15th day of each month, at the office of the Superintendent of the Department of Finance, of the City of San Diego. It is agreed, however, between the said parties that said payment of \$331.51 per month shall be the same payment which is provided for in that contract entered into between the said City and the said John E. Merit on the 17th day of November, 1913, for the collection of city refuse, and which is contained in Document No. 69869 of the documents of the City of San Diego on file in the office of the City Clerk of the said City of San Diego.

Said party of the second part further undertakes and agrees to insure and to keep insured, during the term of this lease, the buildings on said property, against loss from boiler explosions.

It is further understood and agreed by and between the parties hereto that this lease may be terminated at any time by either party hereto ninety days after the service of notice upon the other party, as herein provided; the party desiring to terminate this lease shall serve upon the other party a written notice that the party serving such notice desires to be released from the term of this lease, and ninety days after the service of such notice this agreement shall be no longer binding upon the parties hereto and shall be void and of no further force or effect.

Said party of the second part agrees to quit and surrender the said premises in as good state as reasonable use thereof will permit, at the end of the term of this lease.

Said party of the first part hereby covenants, promises and agrees with said party of the second part that upon the payment of the said rent and the performance of the covenants aforesaid, the said party of the second part shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of said City, and said party of

the second part has hereunto set his hand, the day and year first above written.

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

John E. Merit

(SEAL) Attest:

Allen H. Wright

City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE CONTRACT--between--CITY OF SAN DIEGO, CALIFORNIA, and JOHN E. MERIT for Incinerator property, being Document No. 71074.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

WHEREAS, by order of W. A. Sloane, Judge of the Superior Court of the State of California, in and for the County of San Diego, made July 29th, 1913, it was ordered that the City of San Diego, as Trustee, is authorized and empowered to lease to the City of San Diego lots eleven (11) and twelve (12), in block twenty-six (26), of Middletown, in the City of San Diego, County of San Diego, State of California, for a term of ten (10) years from and after the first day of February, 1913, at a yearly rental from and after the date of the execution of said lease, of six hundred dollars (\$600.00), payable yearly in advance, the said money to be paid into a separate fund, to be known as the "Foundlings' Home Fund," NOW THEREFORE,

THIS INDENTURE, made on the 12th day of January, A. D. 1914, between the City of San Diego, a municipal corporation in the County of San Diego, State of California, party of the second part, WITNESSETH:

That the said party of the first part does by these presents demise and lease unto the said party of the second part:

Lots eleven (11) and twelve (12), block twenty-six (26), of Middletown, in the City of San Diego, County of San Diego, State of California, with the appurtenances thereon for a term of ten (10) years from the first day of February, A. D. 1913, at the yearly rental or sum of six hundred dollars (\$600.00), payable in advance on the 1st day of February, of each year.

And the said party of the second part does hereby covenant promise and agree to pay the said party of the first part the said rent in the manner above provided.

And that at the expiration of said term the said party of the second part will quit and surrender said premises in as good condition as reasonable use and wear thereof will permit.

IN WITNESS WHEREOF, the said members of the Common Council of the City of San Diego, acting for the said City of San Diego, as Trustee, have hereunto set their hands, and the said City of San Diego has caused these presents to be executed by a majority of the members of its Common Council, thereunto duly authorized, the day and year first hereinabove written.

City of San Diego, Trustee

By D. K. Adams
 O. M. Schmidt
 H. N. Manney
 P. J. Benbough
 Herbert R. Fay
 Members of the Common Council of
 the City of San Diego, California.
 THE CITY OF SAN DIEGO.

By D. K. Adams
 O. M. Schmidt
 H. N. Manney
 P. J. Benbough
 Herbert R. Fay

ATTEST:

Allen H. Wright
 City Clerk.

By W. E. Bartlett, Deputy.

I hereby approve the form of the foregoing Contract, this 17th day of Jan'y, 1914.

W. A. Sloane

Judge of the Superior Court.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
 CONTRACT--between CITY OF SAN DIEGO, TRUSTEE and CITY OF SAN DIEGO, CALIFORNIA, Lease Lots
 11 & 12, Block 26 Middletown, being Document No. 71937.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

A G R E E M E N T.

THIS AGREEMENT, made and entered into by and between The City of San Diego, a municipal corporation, in the County of San Diego, State of California, by its Common Council, hereinafter called the City, and Smith, Emery and Company, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, as hereinafter provided, said contractor hereby covenants and agrees to and with the said City, to do all of the following work upon the water system owned by the City of San Diego.

The said Contractor agrees that Smith, Emery and Company will act as sanitary engineers for the water system owned by the City of San Diego until January 1, 1915.

Said Contractor further agrees that in June and October, said Contractor will treat the lower and upper Otay Reservoirs and the Chollas Heights reservoir as these reservoirs have been treated in the past by said Contractor when said water system was owned by the Southern California Mountain Water Company, and as treated during 1913 while owned by the City of San Diego. In order to accomplish this treatment, the Contractor hereby agrees to furnish three men, an engineer in charge, and his two assistants, and to furnish their transportation between Los Angeles and San Diego. The said City hereby agrees to furnish transportation for said three men to, and to furnish maintenance for said three men at, the

reservoirs. The City hereby agrees to furnish all other men necessary to accomplish this treatment. The City further agrees to furnish all chemicals, equipment and boats necessary to complete the treatment of the reservoirs.

The said Contractor hereby agrees to make an annual sanitary inspection of the entire watershed of the water system owned by the City of San Diego. The City hereby agrees to furnish transportation and sustenance for the party making such sanitary inspection from the time said party leaves the said City of San Diego until said party returns to said City of San Diego, while employed in conducting said inspection.

The said Contractor agrees to make the necessary water analyses, and the said City hereby agrees to furnish the bottles for the water to be analyzed, and the cost of sending the said bottles to the laboratory of the said Contractor.

The said Contractor further agrees to make any other inspection, or treatment of the reservoirs, other than those outlined above, when the same shall be deemed necessary by the Superintendent of the Department of Water of the City of San Diego. The said City agrees to pay travelling and maintenance expenses for the chemists so employed, from the time of their leaving Los Angeles, but the said City shall not be subjected to any further expense for the services of such chemists.

The said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor herein contained, hereby undertakes and agrees with the said Contractor, to pay said Contractor, in warrants drawn upon the proper fund of said City, the sum of Fourteen Hundred Forty-nine and 60/100 Dollars (\$149.60), payable as follows: One Hundred Twenty and 80/100 Dollars (\$120.80) on the first day of each calendar month for services rendered during the preceding month.

IN WITNESS WHEREOF a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, and the said Contractor has caused these presents to be executed by its proper officers and its corporate seal to be hereunto affixed, this 12th day of January, A. D. 1914.

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

Attest:

Allen H. Wright

City Clerk.

SMITH, EMERY AND COMPANY.

By Arthur G. Emery Pres.

M. F. MacDonald, Secy.

(SEAL)

I hereby approve the form of the foregoing Contract.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA and SMITH, EMERY COMPANY for Sanitary Engineer Inspect Water System., being Document No. 71957.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. Jacques Deputy.

THIS AGREEMENT, made and entered into this 2d day of March, A. D. 1914, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and S. B. AMES of the City of San Diego, State of California, party of the second part, WITNESSETH:

That said party of the first part does by these presents demise and lease unto the said party of the second part the following described property:

Lot 151, of Morena, in the City of San Diego, County of San Diego, State of California, according to Amended Map thereof No. 809 on file in the office of the County Recorder of said County.

For the term of one year from and after the date of these presents.

It is agreed by and between the parties hereto that this lease shall not be assigned nor transferred, nor shall said party of the second part have the right to sublet the said leased premises, or any part thereof, without the permission of the Common Council of the City of San Diego.

As consideration for this lease, the party of the second part hereby promises and agrees to pay to the said party of the first part, in advance, at the office of the Department of Finance, Ways and Means of said City of San Diego, the sum of Twenty Dollars (\$20.00) in gold coin of the United States of America.

As further consideration for this lease, the party of the second part hereby agrees to clear said land of brush and rock within a reasonable time after entry under this lease.

It is further understood and agreed by and between the parties hereto that in case said party of the second part fails to clear said land in the manner agreed herein, or if said party of the second part shall fail to pay the rental as herein provided, the said party of the first part may, at any time within 90 days after notice by said City of any such violation of the covenants of this lease, declare this lease to be null and void, and all right and interest of the party of the second part to the said property shall revert to the said party of the first part, who may enter and take possession thereof, using such force as may be necessary to so take possession.

Said party of the second part agrees to quit and surrender the said premises in as good state as reasonable use thereof will permit, at the end of the term of this lease, and the said party of the first part hereby covenants, promises and agrees with the said party of the second part that upon payment of the said rent and performance of the covenants aforesaid, by the said party of the second part, the said party of the second part shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of said City, and the said party of the second part has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

S. B. Ames

Party of the second part

I hereby approve the form of the foregoing contract, this 5th day of March, A. D. 1914.

T. B. Cosgrove,

City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA, and S. B. AMES for Lot 151, Morena, being Document No. 72373.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

BILL OF SALE.

KNOW ALL MEN BY THESE PRESENTS: That the City of San Diego, a municipal corporation of the State of California, the party of the first part, for and in consideration of the sum of \$17,000.00 lawful money of the United States, does by these presents sell, assign, transfer and deliver to North American Dredging Company of Nevada, a corporation, party of the second part, and its assigns that certain electrical dredge called the "Silver Gate", including the hull and all machinery, tools, ropes, equipment and five electrical motors manufactured by Crocker-Wheeler Company, described as follows:

One (1) 600 h. p. 450 R. P. M. 60 cycle, 2200 volt, 3 phase, synchronous motor complete with Type H Die switch; one (1) 150 h. p. 585 R. P. M., 60 cycle, 2200 volt, 3 phase, variable speed motor, Shop No. 164378, size 126 Q, 37.8 amperes, complete with controller and oil switch; one (1) 40 h. p. 585 R. P. M., 60 cycle 2200 volt, 3 phase, variable speed motor, No. 162416, size 123-A.Q. 11.75 amperes; complete with controller and resistance, together with 10 ampere Type "H", 2500 volt, switch style X-369583; one (1) 7½ h. p., 1720 R. P. M., 60 cycle, 220 volt, 3 phase motor, No. 15440, 19.1 amperes, together with one (1) 3" Kroch Centrifugal pump, direct connected; twenty (20), more or less, pontoons 28 x 8 feet; about 2500 feet of 20" Standard Steel dredger pipe; about thirty (30) 20" dredger sleeves 2 feet long; and six (6) 20" dredger sleeves 3 feet long; and about one hundred and twenty-five (125) 20" dredger clamps.

Said purchase price of \$17,000.00 to be taken out of and deducted from that certain reserve percentage on payments due said North American Dredging Company of Nevada, a corporation, under the provisions of that certain contract between the parties to this agreement, for the dredging of certain areas in the Bay of San Diego, and on file in the office of the City Clerk of said City, marked Document No. 74830.

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

(SEAD) ATTEST:

Allen H. Wright,
City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
BILL OF SALE to NORTH AMERICAN DREDGING COMPANY of DREDGER "Silver Gate", being Document
No. 74948.

Allen H. Wright,
City Clerk of the City of San Diego, California.
By Y. A. Jacques Deputy.

THIS AGREEMENT, made and entered into this 1st day of April A. D. 1914, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, hereinafter called the City, and John E. Merit, of the City of San Diego, State of California, hereinafter referred to as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said Contractor to be kept and performed, and the sums of money hereinafter designated to be paid to said City by said Contractor, the said City hereby covenants and agrees to and with the said Contractor to issue to said Contractor a license to collect City refuse in that portion of the City of San Diego called and known as La Jolla, in accordance with the provisions of Ordinance No. 5265 of the Ordinances of the City of San Diego, from the date of the execution of this contract until the termination of this contract as hereinafter provided.

The said contractor hereby agrees to collect all City refuse in that portion of the City of San Diego called and known as La Jolla, from the date of the execution of this contract until the termination of this contract as hereinafter provided, in accordance with the provisions of said Ordinance No. 5265, and under the supervision of the Superintendent of the Department of Finance, Ways and Means.

And the said Contractor hereby further undertakes and covenants to pay the sum of Fifty Dollars (\$50.00) per month for the right and privileges to be exercised under the said license.

It is understood and agreed between the parties hereto that this contract is an addition to and shall be deemed a part of that certain written contract between the same parties hereto dated November 17, 1913, and now on file in the office of the City Clerk of said City.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of said City, in pursuance of a resolution duly adopted by said Common Council, authorizing such execution on the part of said City, and said Contractor has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay,

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk

John E. Merit

Contractor

I hereby approve the form of the within Contract, this 5th day of May, A. D. 1914.

T. B. COSGROVE, City Attorney

By Gordon Ingle

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between CITY OF SAN DIEGO, CALIFORNIA, and JOHN E. MERIT collect garbage at La Jolla, being Document No. 75637.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS AGREEMENT, made and entered into this 4th day of May A. D. 1914, between the City of San Diego, a municipal corporation in the County of San Diego, State of California, party of the first part, and Wm. E. Donohue, and Alonzo Donohue, doing business under the firm name and style of Donohue Brothers, parties of the second part, WITNESSETH:

That the said party of the first part does by these presents demise and lease unto the said parties of the second part the following described property, in the County of San Diego, State of California:

The southeast quarter of the northwest quarter, the north half of the southwest quarter and the southeast quarter of the southwest quarter of Section 26, Township 18 South, Range 2 East.

The northwest quarter of the southeast quarter of Section 27, Township 18 South, Range 2 East.

The southwest quarter of Section 27, Township 18, Range 2 East.

The northeast quarter of the southeast quarter, and the south half of the southeast quarter of Section 28, Township 18 South, Range 2 East.

Lots 2, 3 and 4, Section 32, Township 18 South, Range 2 East; Lots 1 and 2 and the northeast quarter of Section 33, Township 18 South, Range 2 East; Lots 1 and 2, Section 34, Township 18 South, Range 2 East.

For the term of five years from and after the 1st day of February, A. D. 1914, at the rent or sum of One Thousand Dollars (\$1000.00), payable in five equal installments of Two Hundred Dollars (\$200.00) each, on the 1st day of February, of each year during said term, in advance.

It is further agreed by and between the parties hereto that this lease shall not be assigned nor transferred, nor shall the said parties of the second part have the right to sublet the leased premises or any part thereof, without the permission of the Common Council of said City of San Diego.

It is further agreed by and between the parties hereto that the above described land is leased to said parties of the second part for grazing and agricultural purposes, and for no other purpose or purposes.

The said parties of the second part do hereby covenant and promise and agree that they will not allow goats to graze upon the property hereinabove described.

And it is hereby agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said party of the first part to re-enter the said premises and remove all persons therefrom.

And the said parties of the second part do hereby covenant, promise and agree to pay the said party of the first part the said rent in the manner herein specified, and that at the expiration of said term, the said parties of the second part will quit and surrender the

said premises in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted; and the said party of the first part does hereby covenant, promise and agree that the said parties of the second part, paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of the said City, and the said parties of the second part have hereunto set their hands the day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk

DONOHUE BROTHERS

By A. H. Donohoe

S. S. Donohoe

I hereby approve the form of the within Contract, this 31 day of August A. D. 1914.

T. B. COSGROVE
City Attorney

By T. B. Cosgrove

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and CONOHUE BROS. to Certain Lands on the Water System, being Document No. 75749.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yd Jacques Deputy.

AGREEMENT TO ARBITRATE.

WHEREAS, the City of San Diego is about to construct a certain breast wall between the east line of Park Boulevard and Florida Street, in the City of San Diego, California, in connection with the paving of University Avenue; and

WHEREAS, in order that said breast wall be properly stayed and supported, certain anchors and anchor rods are required to be attached thereto; and

WHEREAS, in order to place said anchors and anchor rods so as to stay and support said walls it is necessary to make certain excavations and trenches upon property abutting said breast wall; and

WHEREAS A. R. Valentien, of said City, is the owner of certain property abutting said breast wall and upon which it is necessary to make certain excavations and trenches for the placing of said anchors and anchor rods; and

WHEREAS said property of A. R. Valentien is more particularly described as follows:
Lots 23 and 24, Block 195, University Heights, in the City of San Diego, County of San Diego, State of California, as per official map thereof on file in the office of the County Recorder

of San Diego County, State of California; and

WHEREAS, said A. R. Valentien has, on the 19th day of June, 1913, executed a certain permit for placing said anchors and anchor rods on said above described property, copy of which permit, marked "Exhibit A", is attached hereto, made a part hereof and by reference incorporated herein the same as though specifically set forth in this instrument; and

WHEREAS certain excavations and trenches other than those provided in said instrument attached hereto, marked "Exhibit A", are necessary in order for the proper placing of anchors and anchor rods for the support of said wall; and

WHEREAS the parties hereto desire to submit to arbitration the question of the amount of damage done by the placing of said anchors and anchor rods in positions and places other and different than the positions and places specified in said agreement of June 19, 1913, and as attached hereto and marked "Exhibit A".

NOW THEREFORE, in consideration of the mutual covenants, agreements and stipulations hereinafter set forth, and of other certain considerations not herein set forth and specified, the parties hereto mutually covenant and agree as follows:

That the question of the amount and extent of damage to the property hereinabove described, caused by the placing of the anchors and anchor rods in positions other or different than the positions specified in said instrument attached hereto marked "Exhibit A", and in the positions indicated on that certain chart, marked "Exhibit C", attached to that certain agreement between the parties to this instrument, made and executed on the 2nd day of March, 1914, shall be submitted to arbitration;

That the said A. R. Valentien shall select one arbitrator, the Common Council of said City of San Diego shall select one arbitrator and that the two arbitrators so chosen shall select a third arbitrator, which said arbitrators shall determine the damage, if any, caused by the placing of anchors and anchor rods as above mentioned.

It is further stipulated that this agreement of submission to arbitration shall be entered as an order of the Superior Court, and for that purpose it is agreed that the same shall be forthwith filed with the County Clerk of the County of San Diego, State of California.

It is further stipulated that R. H. Dryer shall be and he is hereby designated as the arbitrator to act for and on behalf of the said A. R. Valentien, and that John L. Bacon shall be and he is hereby designated as the arbitrator to act for and on behalf of the said City of San Diego, and said John L. Bacon and R. H. Dreyer are hereby authorized and empowered to select a third arbitrator, and that the award of said board of three arbitrators, when completed, shall be filed in the office of the County Clerk of the County of San Diego, State of California.

IN WITNESS WHEREOF, A. R. Valentien has hereunto set his hand and seal this 2nd day of March, 1914, and the City of San Diego, by a majority of its Common Council, executes this instrument.

A. R. Valentien (SEAL)

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Majority of the members of the
Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO) SS.

On this 2nd day of March in the year one thousand, nine hundred and fourteen A. D. before me Eleanor Longfellow, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. R. Valentien personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eleanor Longfellow

(SEAL)

Notary Public in and for the County of San Diego,
State of California.

EXHIBIT A.
PERMIT FOR PLACING OF ANCHORS AND ANCHOR RODS.

I, A. R. Valentien, for and in consideration that the conditions hereinafter set forth shall be fulfilled satisfactory to the owner of the property, from the damage done to my property by the placing of anchors and anchor rods for staying and supporting the breast wall to be constructed between the east line of Park Boulevard and Florida Street, in the City of San Diego, California, in connection with the paving of University Avenue, from the east line of Park Boulevard to the eastern boundary of said city, do hereby grant to the said city of San Diego, a municipal corporation in the county of San Diego, California, an easement and right to construct and lay the necessary anchors and anchor-rods for staying and supporting the said breast wall, in, upon, along and across all that certain real property situated in the city of San Diego, County of San Diego, State of California, particularly described as follows, to-wit: Lot 24, Block 195, University Heights, as per the official map on file in the office of the County Recorder of San Diego County, California, upon the following conditions; That any and all anchors and anchor-rods shall be placed not less than three feet below the surface of the ground, and that all anchors shall be placed under the walk running along the side of the house and porch so as not to interfere with the foundation of said house and porch, all excavations for both anchors and anchor-rods to be refilled, wet down and tamped firmly in position; also that any and all damage done to the brick retaining wall, sidewalk, terraces, etc., by excavations shall be made good so as to leave the wall, sidewalk, terraces, etc., in the condition in which they were found. All top soil shall be carefully placed by itself and replaced on the top of all excavations, also where sod has been removed shall be resodded, and that any and all trees, plants and shrubbery that may be misplaced shall be replaced in their original position, and any that are lost through cutting, or removing, shall be replaced by others of the same sort or equally as good material, and replaced if necessary until such plants take root and grow, it being understood that all possible care will be taken not to disturb said plants in the first place; also that all debris must be removed after the work is finished.

Furthermore, in case that it is necessary in the future at any time to reconstruct or maintain said anchors, all damages arising from such entrance, shall be subject to the same conditions as hereinbefore mentioned and agreed upon, by being paid for by the City of San Diego.

The foregoing conditions are to be carried out to the satisfaction of the owner.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of June, 1913.

73

A. R. Valentien (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT AND CONTRACT between CITY OF SAN DIEGO, CALIFORNIA, and A. R. VALENTIEN To certain arbitration in regard to certain Anchor Walls, being Document No. 73840.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

AGREEMENT

THIS INDENTURE OF AGREEMENT, made and entered into this 2nd day of March, 1914, at the City of San Diego, State of California, by and between A. R. VALENTIEN, of said City, hereinafter sometimes referred to as the party of the first part, and THE CITY OF SAN DIEGO, acting by and through its Common Council, hereinafter sometimes called the party of the second part, for that

WHEREAS, on the 19th day of June, 1913, said party of the first part entered into a certain agreement or permit, copy of which is attached hereto, marked "Exhibit A", and by reference incorporated herein and made a part hereof the same as though specifically and fully set out in this instrument, wherein and whereby the said party of the first part granted to the said party of the second part certain easements, licenses, permits or authorities to enter in and upon certain property described in said instrument marked "Exhibit A", for the purpose of sinking and placing necessary anchors and anchor rods for staying and supporting a certain breast wall in, upon and along a certain street adjoining said property described in said "Exhibit A"; and

WHEREAS, said party of the second part has found it impracticable to place all of said anchors and anchor rods as provided in said instrument marked "Exhibit A"; and

WHEREAS, said parties to this agreement are desirous of further contracting and agreeing as to the placing of anchors and anchor rods at places other than as provided in said "Exhibit A";

NOW THEREFORE, in consideration of the mutual covenants, agreements and stipulations hereinafter set forth, together with other considerations not herein mentioned, and in further consideration of the execution by the parties hereto of a certain instrument of agreement to arbitrate, a copy of which is hereby attached marked "Exhibit B", herein referred to and incorporated herein the same as though specifically set forth in this agreement, the said parties to this agreement contract and agree as follows:

(a) The party of the first part hereby gives and grants to the party of the second part an easement, right and permit to place certain anchors and anchor rods upon the property described in "Exhibit A", and at positions and places, and at distances from said anchor wall different from the positions and places and distances from said anchor wall as mentioned in said "Exhibit A", but in all instances where a deviation or change is made from the permits given in "Exhibit A", then said anchors and anchor rods shall be placed in the position or positions, and at the place or places, and at the distances marked on that certain chart attached hereby, by reference incorporated herein and made a part hereof, and marked "Exhibit C"; provided, however, that in case any support or underpinning for the house or any other structure upon the property described in "Exhibit A", is found at or so close to the position for placing said anchors as marked in "Exhibit C", then and in that instance, and in that instance alone, said party of the second part may shift the position or distance of said anchors or anchor rods after first securing the consent of the party of the first part so to do.

(b) The party of the second part agrees to observe all the conditions, agreements and stipulations by it undertaken in said agreement, marked "Exhibit A", and wherever any trench or excavation is dug, other than as provided in "Exhibit A", then said party of the second part, with reference to the care to be exercised in making said trench or excavation, and with reference to the filling and tamping of the same, and with reference to all other agreements and conditions, hereby agrees and covenants to be bound by the conditions and covenants set forth in "Exhibit A".

(c) If, in making any excavation, or in digging any trenches as provided in this agreement, or as provided in the agreement attached hereto and marked "Exhibit A", it shall be necessary to dig beneath any wall or walls, then said party of the second part agrees to replace the dirt taken from beneath said wall or walls with concrete.

IN WITNESS WHEREOF the party of the first part subscribes his name hereto, and the party of the second part, by a majority of the members of its Common Council, executes this instrument.

A. R. Valentien

THE CITY OF SAN DIEGO

D. K. Adams,

O. M. Schmidt,

H. N. Manney

P. J. Benbough

Herbert R. Fay

A Majority of the members of the
Common Council.

(SEAL) ATTEST:

Allen H. Wright

State of California)
County of San Diego) ss

On this 2nd day of March A. D. 1914, before me, Eleanor Longfellow, a Notary Public in and for the County of San Diego, residing therein, duly commissioned and sworn, personally appeared A. R. Valentien, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Eleanor Longfellow

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

EXHIBIT A.

PERMIT FOR PLACING OF ANCHORS AND ANCHOR RODS.

I, A. R. Valentien, for and in consideration that the conditions hereinafter set forth shall be fulfilled satisfactory to the owner of the property, from the damage done to my property by the placing of anchors and anchor rods for staying and supporting the breast wall to be constructed between the east line of Park Boulevard and Florida Street, in the City of San Diego, California, in connection with the paving of University Avenue, from the east line of Park Boulevard to the eastern boundary of said city, do hereby grant to the said city of San Diego, a municipal corporation in the county of San Diego, California, an easement and right to construct and lay the necessary anchors and anchor-rods for staying and supporting the said breast wall, in, upon, along and across all that certain real property situated in the city of San Diego, County of San Diego, State of California, particularly described as follows, to-wit: Lot 24, Block 195, University Heights, as per the official map on file in the office of the County Recorder of San Diego County, California, upon the

following conditions: That any and all anchors and anchor-rods shall be placed not less than three feet below the surface of the ground, and that all anchors shall be placed under the walk running along the side of the house and porch so as not to interfere with the foundation of said house and porch, all excavations for both anchors and anchor-rods to be refilled, wet down and tamped firmly in position; also that any and all damage done to the brick retaining wall, sidewalk, terraces, etc., by excavations shall be made good so as to leave the wall, sidewalk, terraces, etc., in the condition in which they were found. All top soil shall be carefully placed by itself and replaced on the top of all excavations, also where sod has been removed shall be resodded, and that any and all trees, plants and shrubbery that may be misplaced shall replanted in their original position, and any that are lost through cutting, or removing, shall be replaced by others of the same sort or equally as good material, and replaced if necessary until such plants take root and grow, it being understood that all possible care will be taken not to disturb said plants in the first place; also that all debris must be removed after the work is finished.

Furthermore, in case that it is necessary in the future at any time to reconstruct or maintain said anchors, all damages arising from such entrance, shall be subject to the same conditions as hereinbefore mentioned and agreed upon, by being paid for by the City of San Diego.

The foregoing conditions are to be carried out to the satisfaction of the owner.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of June, 1913.

A. R. Valentien (SEAL)

EXHIBIT B

AGREEMENT TO ARBITRATE.

WHEREAS, the City of San Diego is about to construct a certain breast wall between the east line of Park Boulevard and Florida Street, in the City of San Diego, California, in connection with the paving of University Avenue; and

WHEREAS, in order that said breast wall be properly stayed and supported, certain anchors and anchor rods are required to be attached thereto; and

WHEREAS, in order to place said anchors and anchor rods so as to stay and support said walls it is necessary to make certain excavations and trenches upon property abutting said breast wall; and

WHEREAS A. R. Valentien, of said City, is the owner of certain property abutting said breast wall and upon which it is necessary to make certain excavations and trenches for the placing of said anchors and anchor rods; and

WHEREAS said property of A. R. Valentien is more particularly described as follows:

Lots 23 and 24, Block 195, University Heights, in the City of San Diego, County of San Diego, State of California, as per official map thereof on file in the office of the County Recorder of San Diego County, State of California; and

WHEREAS, said A. R. Valentien has, on the 19th day of June, 1913, executed a certain permit for placing said anchors and anchor rods on said above described property, copy of which permit marked "Exhibit A", is attached hereto, made a part hereof and by reference incorporated herein the same as though specifically set forth in this instrument; and

WHEREAS certain excavations and trenches other than those provided in said instrument attached hereto, marked "Exhibit A", are necessary in order for the proper placing of anchors and anchor rods for the support of said wall; and

WHEREAS the parties hereto desire to submit to arbitration the question of the amount of damage done by the placing of said anchors and anchor rods in positions and places other and different than the positions and places specified in said agreement of June 19, 1913,

and as attached hereto and marked "Exhibit A".

NOW THEREFORE, in consideration of the mutual covenants, agreements and stipulations hereinafter set forth, and of other certain considerations not herein set forth and specified, the parties hereto mutually covenant and agree as follows:

That the question of the amount and extent of damage to the property hereinabove described, caused by the placing of the anchors and anchor rods in positions other or different than the positions specified in said instrument attached hereto marked "Exhibit A", and in the positions indicated on that certain chart marked "Exhibit C", attached to that certain agreement between the parties to this instrument, made and executed on the 2nd day of March, 1914, shall be submitted to arbitration;

That the said A. R. Valentien shall select one arbitrator, the Common Council of said City of San Diego shall select one arbitrator and that the two arbitrators so chosen shall select a third arbitrator, which said arbitrators shall determine the damage, if any, caused by the placing of anchors and anchor rods as above mentioned.

It is further stipulated that this agreement of submission to arbitration shall be entered as an order of the Superior Court, and for that purpose it is agreed that the same shall be forthwith filed with the County Clerk of the County of San Diego, State of California.

It is further stipulated that R. H. Dreyer shall be and he is hereby designated as the arbitrator to act for and on behalf of the said A. R. Valentien, and that John L. Bacon shall be and he is hereby designated as the arbitrator to act for and on behalf of the said City of San Diego, and said John L. Bacon and R. H. Dreyer are hereby authorized and empowered to select a third arbitrator, and that the award of said board of three arbitrators, when completed, shall be filed in the office of the County Clerk of the County of San Diego, State of California.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand this 2nd day of March, 1914, and the party of the second part, by a majority of its Common Council, executes this instrument.

A. R. Valentien

THE CITY OF SAN DIEGO

D. K. Adams,

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Majority of the members of the
Common Council.

ATTEST

Allen H. Wright

City Clerk

EXHIBIT C (Attached)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT & CONTRACT between CITY OF SAN DIEGO, CALIFORNIA, and A. R. Valentien in regard Certain Anchor Walls, being Document No. 73841.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

RELEASE, ACCORD AND SATISFACTION.

FOR THAT WHEREAS, the City of San Diego, a municipal corporation in the County of San Diego, State of California, and A. R. Valentien, of the City of San Diego, in said County and State, have entered into a certain agreement to arbitrate under date of March 2, 1914, wherein and whereby the matter of damages sustained by said A. R. Valentien by reason of certain public improvements made by said City, and left to the determination of two arbitrators in said agreement mentioned; and

WHEREAS, said arbitrators have agreed upon the sum as compensation to said A. R. Valentien; and

WHEREAS, said A. R. Valentien is content with said award and said City is content to make the payment of the sum specified by said arbitrators, NOW THEREFORE,

IN CONSIDERATION of the sum of Four Hundred and Fifty Dollars (\$450.00), to me in hand paid, the receipt whereof I hereby acknowledge, I hereby release the City of San Diego, a municipality in the County of San Diego, State of California, from and for all damages which at this time I have sustained, or which at any time hereafter I may sustain, by reason of the placing of a certain breast wall, anchors and anchor rods, and all excavations and other work necessary or incidental, or having actually taken place in the construction of the same, upon the following described property:

Lots 23 and 24, Block 195 of University Heights, in the City of San Diego, County of San Diego and State of California, as per official map thereof on file in the office of the County Recorder of San Diego County, State of California.

And I do hereby accept in complete satisfaction the above sum of Four Hundred and Fifty Dollars (\$450.00) from said City and do hereby release said City from any and all claim now vested, (or which may hereafter accrue, by reason of the improvements above specified,) and as are more particularly set forth in two certain agreements entered into on the 2nd day of March, 1914, by and between me, A. R. Valentien, and the said City of San Diego, and on file in the office of the City Clerk of said City and being marked Documents No. 73840 and 73841, respectively.

This agreement and satisfaction to bind my heirs, executors, successors and assigns.

A. R. Valentien

State of California) ss
County of San Diego)

On this 17th day of August, in the year one thousand, nine hundred and fourteen, before me, Eleanor Longfellow a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. R. Valentien, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Eleanor Longfellow

Notary Public in and for the County of San Diego

(SEAL)

State of California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RELEASE of A. R. VALENTIEN, Settlement damages retaining wall, being Document No. 80143.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

A G R E E M E N T.

This agreement, made and entered into this 24th day of February, 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, by its Common Council, hereinafter called the City, and The Gamewell Fire Alarm Telegraph Company, a corporation, having its principle place of business and executive office at New York City, New York, hereinafter referred to as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, to be kept and performed, and the sum of money hereinafter designated, to be paid to said Company by said City, the said Company hereby covenants and undertakes to and with the said City, to furnish and deliver to the said City, certain fire alarm telegraph equipment, in accordance with the specifications and cuts attached hereto, which specifications and cuts are incorporated into and made a part of this contract, the said specifications being marked "Exhibit O", and the said cuts being marked "A", "B", "C", "D", "E", "F", "H", and "I".

The said Company further agrees that it will be bound by each and every part of said specifications, as the same may be interpreted in case of dispute or question by the City Council of the City of San Diego.

It is further understood and agreed by and between the parties hereto, that the Company, without charge, will make good to the said City, at any time within three (3) years after the delivery of said fire alarm telegraph equipment, any inherent defect, either in the material or workmanship, or any apparatus manufactured by the said Company. But, the said Company shall not be held responsible for work done, apparatus furnished, or repairs made, by others, except with the written consent of the said Company.

It is further understood and agreed that the ownership of all equipment specified herein shall remain with the said, The Gamewell Fire Alarm Telegraph Company, until all payments shall have been made in accordance with the terms of this contract. Also, in the event of any payments not being made in accordance with said terms, The Gamewell Fire Alarm Telegraph Company, after due notice of default, shall have the power to remove any, or all, of said equipment.

It is further understood and agreed, that the Company shall, at its own expense, defend any and all suits or proceedings, that may be instituted by any party against the City for infringement or alleged infringement, of any patent or patents, relating to the machinery furnished under this contract, provided such infringement or alleged infringements, shall consist in the use of said machinery or parts thereof, in the regular course of the City's business, and provided the City shall have made all payments then due therefore, and gives to the Company, immediate notice, in writing, of the institution of such suit or suits, or proceedings, and permits the Company, through its Counsel, to defend the same, and gives all needed information, assistance and authority to enable the Company so to do, and thereupon in case of a final award of damages in said suit, the Company will pay such award; but, the Company shall not be responsible for any compromise made without its written consent, nor shall it be bound to defend any suit or to pay any damages therein, when the same shall arise by reason of the use of any parts not furnished by the Company under this contract.

It is further understood and agreed, that in consideration of the foregoing guarantee, the City covenants not to violate or infringe any of the United States Letters Patents relating to any of the apparatus herein specified or controlled by the Company, under which the Company has the right to manufacture or sell any of such apparatus.

It is further understood and agreed, that the Company shall not be held responsible or liable for any loss, damage or delay in the completion of this contract, if caused by

strikes, fires, delays of common carriers, or the Act of God. The receipt of the apparatus by the City shall constitute a waiver of any claim for loss or damage due to delay.

The Company hereby undertakes and agrees to furnish and deliver, the fire alarm telegraph equipment herein specified, f. o. b. Newton Upper Falls, State of Massachusetts, within one hundred and fifty (150) days after March 1st, 1913.

It is further understood and agreed by and between the parties hereto, that the sum of Nine Thousand One Hundred and Sixty-Five Dollars (\$9165.00) shall be paid by said City to said Company for the fire alarm telegraph equipment herein described; said Nine Thousand One Hundred and Sixty-five Dollars (\$9165.00) to be paid as hereinafter specified.

The said City hereby agrees to pay the said sum of Nine Thousand One Hundred and Sixty-five dollars (\$9165.00) to the order of the Treasurer of the said Company, thirty (30) days after acceptance of the said fire alarm telegraph equipment by the Common Council or the chief of the Fire Department of the City of San Diego, and if said payment is deferred, it shall bear interest at the rate of six (6) per cent per annum from the date of acceptance until paid.

IN WITNESS WHEREOF, the majority of the members of the Common Council of the City of San Diego, have hereunto set their hands on behalf of said City, in pursuance of a resolution, duly adopted by said Common Council, authorizing such execution on the part of said City and said Company has caused this agreement to be executed by its Agent thereunto duly authorized, the day and year first hereinabove written.

CITY OF SAN DIEGO.

A. E. Dodson

D. K. Adams

Herbert R. Fay

John L. Sehon

Members of the Common Council.

(SEAL) Attest:

Allen H. Wright

City Clerk.

GAMEWELL FIRE ALARM TELEGRAPH COMPANY.

By A. J. Coffee,

Ag't.

Attest:

Allen H. Wright

I hereby approve the form of the foregoing contract, this 24th day of February, 1913.

W. R. ANDREWS

City Attorney.

By Arthur F. H. Wright,

Deputy City Attorney.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, that we, The Gamewell Fire Alarm Telegraph Company, a corporation, organized, existing, and doing business under the laws of the State of New York, and having its principle place of business at New York, State of New York, as Principal, and American Surety Company of New York, a corporation, organized and existing under and by virtue of the laws of the State of New York, as Surety, are jointly and severally bound unto the City of San Diego, a municipal corporation, in the County of San Diego, State of California, in the sum of Two Thousand Three Hundred Dollars, (\$2300.00), lawful money of the United States, to be paid to the said City of San Diego, for which payment, well and truly to be made, the said Principal binds itself, its successors and assigns, and

the said Surety, hereby binds itself, and its successors, jointly and severally and firmly by these presents.

Signed by us, and dated this 24th day of February, 1913.

THE CONDITION of the above and foregoing obligation is such, that whereas the said Principal on the 24th day of February, 1913, entered into the annexed contract, with the City of San Diego, to furnish to the said City, certain fire alarm telegraph equipment, in accordance with the specifications and cuts attached to said contract; said specifications being marked "Exhibit O", and said cuts being marked "A", "B", "C", "D", "E", "F", "H" and "I"; a reference is hereby made to said contract and to said specifications and cuts for the more particular description of the fire alarm telegraph equipment to be furnished and delivered.

NOW THEREFORE, if the said Principal shall faithfully perform the said contract, then this obligation to be void, otherwise, to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has caused this bond to be executed, by its Agent thereunto duly authorized and the said Surety has caused this bond to be executed and its corporate seal to be hereunto attached, by its duly authorized officers this 24th day of February, 1913.

THE GAMEWELL FIRE ALARM TELEGRAPH COMPANY.

Principal.

By A. J. Coffee Ag't

American Surety Company of New York

Surety.

By J. M. Ward Res. V. Pres.

(SEAL) ATTEST:

Herbert N. Neale

Resident Assistant Secretary.

Exhibit "O"
FIRE ALARM BOXES.

There shall be 49 latest improved positive non-interfering 16-round successive fire alarm signal boxes.

These boxes shall be so arranged that should two or more boxes on any circuit, or in any part of the system, be operated at the same instant and open the circuit simultaneously one box will be automotically selected to transmit a complete signal of four rounds without any confusion or interference, indicating its exact location over all the circuits and on all the alarm bells, whistles, indicators or other alarm or recording apparatus connected with the system.

The boxes (or box) pulled simultaneously with the box automatically selected to transmit its signal after the first box has completed its signal, will take the circuit one after the other and transmit a full and complete signal of four rounds each. Should one or more boxes be operated while a box is transmitting its signal, each box so operated shall not interfere in any way with the first box operated, but the signals will be properly transmitted after the first box has finished sending its alarm.

The boxes shall be so arranged that no careless or malicious manipulation of the starting lever will interfere in any way with the correct transmission of the signal.

The boxes shall be capable of running sixteen rounds after one operation of the starting lever, and each box operated shall be arranged to cut itself into the circuit at the beginning of any series of four rounds should the circuit be free to receive the signal; and the mechanism shall stop and restore the box to a normal condition at the end of a complete signal of four rounds.

The mechanisms of these boxes shall be spring operated and shall have a capacity of 32 rounds when fully wound.

The boxes shall be arranged to operate on a closed metallic circuit without the use or necessity of grounds or other lines or connections.

The boxes shall be so arranged that when in normal condition the signaling devices shall be protected by an efficient shunt protector, and this protector shall be so arranged as to be mechanically forced open upon the operation of the starting lever for the purpose of sending an alarm. After the transmission of an alarm the protective shunt shall be automatically closed, thus protecting the boxes from abnormal currents.

The boxes shall be provided with double signaling contacts made of the best known material for the purpose, faced with heavy contacts of pure silver, and the surfaces depended upon to make connection shall be arranged so that when in normal condition all dust and dirt shall be excluded from the contact surfaces.

The signaling mechanism of each box shall be enclosed in three separate and distinct iron cases, each thoroughly insulated from the others, the inner round case being provided with a glass front, through which the mechanism can be readily inspected.

The inner round case containing the signaling mechanism shall be mounted in the second or inside square case. The case shall be provided with a cast iron door equipped with a bronze lock and hinges. The starting lever of the mechanism shall extend through a slot in the door, and directions for operating same shall be cast on the door.

The inside square case shall also contain a single stroke bell for striking the number of the box sending the signal; a test switch whereby the box can be operated and tested electrically and mechanically without transmitting an alarm or opening the circuit; a signal key by means of which engineer's or code signals may be transmitted manually; a shunt protector operated by the outside door of the box in such a manner that when the door is shut and the signaling mechanism is at rest, the box is protected from abnormal currents; a lightning arrester and plug switch so arranged that either the signal key or box may be cut out for repairs, or that the line at either side of the box may be grounded for tests, or to temporarily bridge a break in the circuit.

The inside square case shall be mounted in an outside cast iron shell provided with a cast iron door attached to the shell by means of heavy bronze hinges, and equipped with a finished bronze tumbler trap-lock.

The outside pipe case shall have 1/2" pipe holes at top and bottom to permit the entrance of wires.

The cast iron cases of the box shall be of the best quality gray iron, thoroughly insulated, painted and finished in a first class manner.

The mechanisms of the boxes shall be made of the highest grade of material and workmanship. The wheelwork, plates, frames, levers, signal keys, pulls, magnet armature holders and engineer's keys being made of the highest grade of composition brass known as "Excelsior" bronze, and the shafting all high grade steel.

All insulating parts shall be of non-combustible material, and all parts of the mechanism, wires and binding posts shall be thoroughly insulated from all the cases of the boxes.

The magnet wire shall have high grade enamel insulation and said insulation shall stand the following test:

A knot shall be tied in the middle of a piece of the magnet wire one foot in length and the insulation scraped off of one end, and with the exception of the two ends the whole to be immersed in a metal vessel filled with water, the wire resting on the bottom of the vessel. One terminal of a circuit having a difference of potential of one thousand (1,000) volts to be connected to the bare end of the wire and the other terminal to be connected to

the metal vessel and the current turned on for one minute. The insulation resistance shall be sufficient to withstand this test.

The insulation shall also be guaranteed to stand a test of 150 degrees Fahrenheit, and shall not be affected in any damaging way if immersed in water.

Each box shall be provided with one outside door key, and all locks and keys shall be uniform throughout and in conformity with those now in use in San Diego on the Fire Alarm System.

The boxes shall be distinctly numbered, the numbers and locations of the boxes being determined by the Chief of the Fire Department.

41 boxes shall be provided with a safety key protector consisting of an iron case with glass front, so arranged that when the glass is broken, the front of the protector which shall operate on a hinge, will fall downward and carry away all particles of broken glass, leaving the key accessible.

8 boxes shall be provided with box starting keyless doors, similar to those now in use in San Diego.

All of which shall be similar to the attached cuts marked "A", "B", "C" and "D".

AUTOMATIC ELECTRIC LIGHT SWITCHES.

There shall be 6 Automatic Light Switches similar to those shown in cut "E", attached hereto.

These switches are for the department houses and are for the purpose of automatically lighting the electric lights in the house upon the first tap of an alarm, and in a given time thereafter, usually five or ten minutes, the switch automatically turns the lights off thereby saving electric lighting current.

The mechanism of these switches is mounted upon a slate base. The gear wheels and plates are made of Excelsior bronze, and all shafting of high-grade steel. The mechanism is protected by a heavy metal cover of neat design, and the electric lighting switch combining this instrument is of the double pole type so that both sides of the electric lighting circuit is open or closed as the case might be.

STOP CLOCKS.

There shall be 7 Stop Clocks similar to the design shown in the cut marked "F", the same being for department houses, and are intended to indicate the exact moment an alarm is received.

These clocks are mounted in a quarter-oak case having glass front door and upon the face of the case is located two dials, one above the other, the upper dial indicating the continuous time while the lower dial is arranged to operate in unison therewith, but will stop instantly upon the first tap of an alarm, so that when the fire company returns to its house, they can see exactly the moment they were called out and compute the time they have been in service by the difference in time between the two dials.

The lower dial is restored into action by pushing a small button upon the face of the clock for the purpose, and the hands are set in unison with the upper dial manually.

10" TURTLE GONGS

There shall be 6 electro mechanical gongs, capable of operating at the rate of two blows per second and of striking 250 or more blows at one winding and of bringing out the full tone of the bell.

They shall be arranged to respond correctly to signals from signal stations, or other sources if properly sent, and shall not be apt to miss blows or give double blows.

With the exception of the armature spring all parts shall be permanently fitted and so designed that they can not be put out of proper relation with each other by adjustable

devices of any kind.

The striking parts shall be of the positive drive, dead-lock, recoil escapement type and of the simplest character consistent with the results required.

The electrically operated parts shall be mechanically restored at each operation of the striking mechanism; they shall require but a minimum amount of electrical energy for their proper operation and have a large margin of safety to work properly and correctly under all ordinary variations in the strength of the electric current, such as is commonly used for fire alarm signaling.

The bells shall be of the best grade of bell metal, 10" in diameter and so designed as to give a pure and clear tone when struck, shall be turned and finished on the outside, be mounted on the front of the case and held in place by a fancy acorn top hexagon bronze nut.

The mechanism shall be enclosed in a neat circular iron case provided with a cover fastened with three screws.

The joint between the cover and case shall be machined flat and true, to make it dust and insect proof and the cover shall be arranged to support the bell concentric with the sides of the case.

Suitable line terminals shall be provided and located on the top of the case.

The gong hammer shall be mounted outside the case and behind the bell to strike on the inside thereof, and the operating parts of the mechanism shall be mounted independent of the cover of the case so that said cover can be readily removed for inspection without disabling the proper operation of the mechanism while the cover is off.

All bearings shall be of bronze and the shaftings of steel; the main wheel, hammer, levers, etc., shall be of "Excelsior" Bronze, and all castings and material shall be free from flaws and imperfections.

The outside rim of the case shall be ground smooth and the case, bell and nut shall be black bronze finished and all parts shall be of best material and made in a thoroughly first-class and workmanlike manner throughout.

These gongs are shown in the cut marked "H".

6" TURTLE GONGS.

There shall be 6 6" electro mechanical gongs, capable of operating at the rate of two blows per second and of striking 250 or more blows at one winding and of bringing out the full tone of the bell.

They shall be arranged to respond correctly to signals from signal stations, or other sources if properly sent, and shall not be apt to miss blows or give double blows.

With the exception of the armature spring all parts shall be permanently fitted and so designed that they can not be put out of proper relation with each other by adjustable devices of any kind.

The striking parts shall be of the positive drive, dead-lock, recoil escapement type and of the simplest character consistent with the results required.

The electrically operated parts shall be mechanically restored at each operation of the striking mechanism; they shall require but a minimum amount of electrical energy for their proper operation and have a large margin of safety to work properly and correctly under all ordinary variations in the strength of the electric current, such as is commonly used for fire alarm signaling.

The bells shall be of the best grade of bell metal, 6" in diameter and so designed as to give a pure and clear tone when struck; shall be turned and finished on the outside, be mounted on the front of the case and held in place by a fancy acorn top hexagon bronze nut.

The gong hammer shall be mounted behind the bell to strike on the inside thereof. The mechanism shall be enclosed in a neat circular iron case.

Suitable line terminals shall be provided and located on the top of the case.

All bearings shall be of bronze and the shaftings of steel; the main wheel, hammer, levers, etc., shall be of "Excelsior" Bronze, and all castings and material shall be free from flaws and imperfections.

The outside rim of the case shall be ground smooth and the case, bell and nut shall be black bronze finished and all parts shall be of best material and made in a thoroughly first-class and workmanlike manner throughout.

These gongs are shown in the cut marked "H".

PUNCH REGISTERS FOR DEPARTMENT HOUSES.

There shall be 6 Punch Registers of the Excelsior type and exactly similar to the one shown in cut marked "I" attached hereto, and also similar to those now in use in the Fire Department of San Diego.

Each Punch Register shall be heavily constructed and having side plates and gear wheels of Excelsior bronze. All the shafting to be of the highest grade steel and all journals and the mechanism shall be thoroughly protected from dust.

The top and end sides of the registers shall be covered with beveled plate glass to admit of easy inspection, and the mechanism shall be mounted upon an iron bronzed base, neatly designed, said base on its inside is to be fitted with suitable terminal binding posts for the connections.

The electro-magnet to operate the mechanism of the Punch Register shall be wound with enamel wire and contained under the base of the instrument so as to be easy of access.

Each register shall be fitted with a standard brass reel to accomodate a standard roll of 1" register paper, and the punching device shall punch $\frac{1}{4}$ " holes through the paper tape, indicating the number of the fire alarm box operated. The punching device shall be of the Eccentric Return type so as to be positive in its action.

CIRCUIT CHANGING SWITCHES FOR DEPARTMENT HOUSES.

There shall be 8 circuit changing switches, for two-circuits, mounted upon slate bases for the purpose of switching the house apparatus from one circuit on to another.

Each switch shall consist of four (4) single-arm levers mounted on gang so that all the levers may be thrown with one movement, without any interruption to the service.

There shall be provided upon the slate base suitable binding posts for the connecting wires.

These switches shall be heavily constructed, the slate well filled with moisture-proof material and shall be designed to screw against the wall.

CIRCUIT CHANGING SWITCHES FOR DEPARTMENT HOUSES.

There shall 1 circuit changing switches, for (3) -circuits, mounted upon slate bases for the purpose of switching the house apparatus from one circuit on to another.

Each switch shall consist of four (4) single-arm levers mounted on gang so that all the levers may be thrown with one movement, without any interruption to the service.

There shall be provided upon the slate base suitable binding posts for the connecting wires.

These switches shall be heavily constructed, the slate well filled with moisture-proof material and shall be designed to screw against the wall.

CUT-OUT PLUG SWITCHES.

There shall be 6 cut-out plug switches for short circuiting the registers in the fire department houses.

Each cut-out switch shall be made of brass mounted on a slate base with two plates set $\frac{1}{8}$ inches apart and be provided with suitable plug hole and a plug having an insulated

handle to plug in between the two plates to connect them together. A keeper hole will be provided for the plug when it is not in use.

Each switch shall be neatly and substantially made with all brass work polished and lacquered, and designed with suitable screw legs to fasten them to a table or shelf.

There shall be five (5) warning fire department signal for the street corners, one (1) Transmitter box mechanism with ten (10) transmitter character wheels. seventy five ft. (75') chain for striker machine with evener chain and pulley. One (1) double shieve pulley for chain. Twelve (12) brass push buttons.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA, and GAMEWELL FIRE ALARM TELEGRAPH COMPANY, for telegraph equipment, being Document No. 59499.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS AGREEMENT, made and entered into this 4th day of May, A. D. 1914, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and Wm. E. Donohue and Alonzo Donohue, doing business under the firm name and style of DONOHUE BROTHERS, parties of the second part, WITNESSETH:

That the said party of the first part, in consideration of the covenants on the part of the said parties of the second part hereinafter contained, hereby covenants with the said parties of the second part to pay to the said parties of the second part the sum of One Thousand Dollars (\$1000.00), payable in five equal installments of Two Hundred Dollars (\$200.00) each, on the 1st day of February, of each year, for five years thereafter.

And the said parties of the second part, in consideration of the said covenant on the part of the said party of the first part hereinbefore contained, agree to and with the said party of the first part to take such rain and stream gauge readings and make such reports thereof for the Department of Water of said City as the Superintendent of the Department of Water may direct, upon the installation of rain and stream gauges in Marron Valley by the said Department of Water. Said readings to be reported on forms furnished by said Department of Water, and mailed to said Superintendent at least once in every two weeks.

And it is mutually agreed by the parties hereto that this contract shall remain in force and effect for a term of five years from and after the date of its execution.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of the said City, and the said parties of the second part have hereunto set their hands the day and year first above written.

THE CITY OF SAN DIEGO

By Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk

DONOHUE BROTHERS

By A. H. Donohoe

S. S. Donohoe

I hereby approve the form of the within Contract, this 31 day of August A. D. 1914.

T. B. COSGROVE, City Attorney

By T. B. Cosgrove

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between--CITY OF SAN DIEGO, CALIFORNIA and DONHOE BROTHERS FOR Reading Rain and Stream Gauges and Reporting to Water Department, being Document No. 75750.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 4th day of May A. D. 1914, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and C. SALAZAR, party of the second part, WITNESSETH:

That said party of the first part does by these presents demise and lease unto the said party of the second part the following described property:

The northwest quarter of the northwest quarter of Section 19, Township 17 South, Range 4 East, S. B. M.

The northeast quarter of the northeast quarter of Section 24, Township 17 South, Range 3 East, S. B. M.

The south half of the south half of Section 13, Township 17 South, Range 3 East, S. B. M., all in the County of San Diego, State of California.

For the term of one year from and after the 1st day of April, A. D. 1914.

It is further agreed by and between the parties hereto that this lease shall not be assigned nor transferred, nor shall said party of the second part have the right to sublet the leased premises, or any part thereof.

It is further agreed by and between the parties hereto that the above described land is leased to the party of the second part only for the pasturage of live stock, and for no other purpose or purposes.

This lease is granted in consideration of the execution of a certain agreement granting an easement and right of way to the City of San Diego by the lessee herein, said agreement being executed on the 4th day of May A. D. 1914.

Said party of the second part agrees to quit and surrender the said premises in as good state as reasonable use thereof will permit, at the end of the term of this lease; and the said party of the first part hereby covenants, promises and agrees with the said party of the second part, that in consideration of the execution of said agreement by said party of the second part, the party of the second part shall and may peaceably and quietly have, hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed by a majority of the members of the Common Council of the said City, and the said party of the second part has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

D. K. Adams

P. J. Benbough

Members of the Common Council

Sicilio Salazar

Lessee

I hereby approve the form of the foregoing Lease, this 27th day of May, 1914.

T. B. Cosgrove

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
LEASE--BETWEEN CITY OF SAN DIEGO, CALIFORNIA and C. SALAZAR, being Document No. 76097.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By *Y. A. Jacques* Deputy.

EXECUTORY CONTRACT OF PURCHASE AND SALE.

THIS INDENTURE OF AGREEMENT, made and entered into at the City of San Diego in the State of California, this 4th day of May, 1914, by and between The Seagrave Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio, and hereinafter sometimes known as the Vendor, the party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and hereinafter sometimes known as the Vendee, the party of the second part, WITNESSETH:

FOR THAT WHEREAS, Article XI, Section 18, of the Constitution of the State of California provides in part as follows:

"Restrictions on Power to Incur Indebtedness.

Section 18. No city shall incur any indebtedness or liability in any manner, or for any purpose, exceeding in any year the income and revenue provided for such year without the assent of two-thirds of the qualified electors thereof, voting at an election to be held for that purpose, nor unless before or at the time of incurring such indebtedness, provision shall be made for the collection of an annual tax sufficient to pay the interest on such indebtedness as it falls due, etc. Any indebtedness or liability incurred contrary to this provision, with the exceptions hereinbefore recited, shall be void". And,

WHEREAS, Article II, Chapter II, Section 11 of the Charter of the City of San Diego provides in part as follows:

"No expenditure, debt or liability shall be made, contracted or incurred during any fiscal year that cannot be paid out of the revenues provided for such fiscal year. All contracts, indebtedness or liabilities incurred contrary to the provisions of this section shall be void, and shall not be paid out of the treasury or constitute or be the foundation of any claim, demand or liability, legal or equitable, against said indebtedness. The words 'expenditure', 'indebtedness', and 'liability' herein used shall include official salaries and the pay of all employees of said city, or of its departments". And

WHEREAS, the case of McBean v City of Fresno, 112 Cal. 159, seems to hold that a municipality has the power to make a contract for the payment of moneys in future and out of revenues derived from tax levies in future years, in certain cases and under certain conditions despite the constitutional and charter provisions heretofore mentioned; and

WHEREAS, the Vendor herein is engaged in the manufacture and sale of fire fighting equipment and apparatus; and

WHEREAS, the Vendee herein is a municipal corporation of the State of California, of

the second and a half class, and in immediate need of additional fire fighting equipment and apparatus, and in particular of the fire fighting equipment and apparatus hereinafter mentioned, and which is the subject of this contract; and

WHEREAS, the necessity for such equipment is so urgent, and the funds on hand in the City Treasury available for the purchase of the same are not sufficient to allow the said Vendee to pay for said equipment at this time; and

WHEREAS, in view of the foregoing facts, it is the intention of the parties hereto to enter into a contract providing for future annual payments wherein and whereby no present indebtedness is incurred at this time, and no future indebtedness is incurred during any one particular year other than the particular sum or sums payable at the particular times in this contract hereinafter mentioned and set forth, the intention of the parties being to comply in all particulars with the spirit and the letter of the above cited provisions from the City Charter and the State Constitution, and the tenor and purport of the above cited decision from the Supreme Court of the State of California, NOW THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter set forth and agreed upon by the parties hereto, and in consideration of the faithful performance by the Vendor of the conditions and obligations by it herein undertaken, and the delivery by said Vendor to said Vendee of the fire fighting equipment and apparatus hereinafter mentioned, and in consideration of the faithful performance of the covenants and agreements of the Vendee by it herein undertaken, and the payment by said Vendee to said Vendor, at the times herein mentioned, of the sums of money hereinafter specified, the respective parties hereto contract as follows:

a. The Vendor agrees to furnish the Vendee herein, delivered at a point within the limits of the City of San Diego to be chosen by the Vendee, the following fire fighting equipment and apparatus, at the prices herein specified:

1. One (1) motor propelled combination hose wagon and chemical engine, to conform in all particulars to certain specifications filed April 29, 1914, in the office of the City Clerk and marked Document No. 75955, a copy of which specifications is attached hereto, marked "Exhibit A", by reference incorporated herein and made a part hereof, as though in this paragraph particularly set forth. Said combination hose wagon and chemical engine to cost the sum of Five Thousand Eight Hundred Fifty Dollars (\$5850.00), and to be delivered in not more than ninety (90) days from the execution of this contract.

2. One (1) special motor propelled city service truck, Style 2 - G, to conform in all particulars to certain specifications filed April 29, 1914, in the office of the City Clerk and marked Document No. 75954, a copy of which specifications is attached hereto, marked "Exhibit B", by reference incorporated herein and made a part hereof, as though in this paragraph particularly set forth. Said city service truck to cost the sum of Eighty-five Hundred Dollars (\$8500.00), and to be delivered in not more than one hundred and twenty (120) days from the execution of this contract.

3. One (1) motor propelled combination turbine pumping engine and hose wagon, to conform in all particulars to certain specifications filed April 29, 1914, in the office of the City Clerk and marked Document No. 75956, a copy of which specifications is attached hereto, marked "Exhibit C", by reference incorporated herein and made a part hereof, as though in this paragraph particularly set forth. Said combination turbine pumping engine and hose wagon to cost the sum of Nine Thousand Seven Hundred Fifty Dollars (\$9750.00) and to be delivered in not more than one hundred and fifty (150) days from the execution of this contract.

4. Twenty-two Hundred (2200) feet, more or less, of two and one-half (2-1/2) inch cotton rubber lined fire hose, to conform in all particulars to certain specifications filed April 29, 1914, in the office of the City Clerk, and marked Document No. 75957, a copy of which specifications is attached hereto, marked "Exhibit D", and by reference incorporated herein and made a part hereof as though in this paragraph particularly set forth. Said hose to cost not to exceed eighty cents (80¢) per linear foot and to be delivered in not more than ninety (90) days from the execution of this contract.

The cost of freight and transportation and all risk incident thereto and to the safe delivery of said equipment and apparatus at the point chosen by said Vendee shall be assumed and borne by the Vendor.

b. Upon delivery to and acceptance by said Vendee of the above described fire fighting equipment and apparatus, the Vendee agrees to pay the Vendor the purchase prices above named in the following amounts and time of installments:

1. The sum of Five Thousand Dollars (\$5000.00) lawful money of the United States, upon the delivery to said Vendee by said Vendor of that particular vehicle or vehicles which shall be the last of all the equipment and apparatus to be delivered, and which shall complete the contract of delivery on behalf of said Vendor.

2. The sum of Five Thousand Dollars (\$5000.00) lawful money of the United States, on July 1, 1915.

3. The balance of the purchase price, being the sum of Sixteen Thousand Dollars (\$16,000.00) more or less, depending upon the amount of hose furnished, on April 1, 1916.

c. It is mutually agreed and understood by both parties to this Executory Contract that no liability on behalf of the Vendee shall attach at the time of the execution of this contract, or during any particular year thereafter, other than the installment or installments due at the particular time or times in this contract hereinbefore mentioned. And it is further mutually agreed and understood that in case of a failure on the part of the Vendee to pay the Vendor any or all of the installments of money hereinbefore mentioned, then and in that instance, the Vendor herein shall have no right to enforce the provisions of this contract, nor to enforce nor demand the payment of the whole or any portion of the unpaid installments upon the purchase price, but upon such failure on the part of the Vendor to pay any or all of said installments, this contract shall immediately cease and determine, and the moneys theretofore paid the Vendor by the Vendee shall be retained by said Vendor and shall be treated as liquidated damages for the detention and use of the equipment and apparatus herein mentioned. And it is further mutually agreed and understood, and in the event the said Vendee shall fail to pay the Vendor any or all of the installments of money herein provided, or shall in any manner fail in the performance of this contract in the matter of payments, then and in that instance the Vendor shall be allowed immediately to take over and assume possession of, and in any manner to dispose of, the equipment and apparatus herein mentioned, and this contract by both parties shall be treated as at an end, and the moneys paid under any of its provisions shall be retained by the Vendor as liquidated damages.

IN WITNESS WHEREOF, on the day and year in this instrument first above written, the Vendor, by its proper officers, executes this agreement, and attaches its official seal hereto, and the Vendee, by a majority of its Common Council, executes this agreement and by its Clerk attaches hereto its municipal seal.

The Seagrave Company

Vendor

By Gorham Fire Apparatus Co. Inc.

per Fred S. Hirsch, Manager

THE CITY OF SAN DIEGO

Vendee

P. J. Benbough

O. M. Schmidt

H. N. Manney

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk

I hereby approve the form of the foregoing contract, this 4th day of May, 1914.

T. B. Cosgrove,

City Attorney

Exhibit A

S P E C I F I C A T I O N S.

FOR

ONE (1) MOTOR PROPELLED COMBINATION HOSE WAGON AND CHEMICAL ENGINE.

FOR THE CITY OF SAN DIEGO, CALIF.

MOTOR.

Type "D" Water Cooled; six (6) vertical cylinders, cast in pairs with integral water jackets; intake and exhaust valve chambers on opposite sides; four cycle; auxiliary exhaust valves are rotary; all gears encased. Bore 5-3/4", stroke 6", rated by A. L. A. M. formula 79.3 H. P.

CRANK CASE

Made in two parts, parted horizontally through plane of crank shaft center. Upper section forms cylinder support being vertically divided between cylinders by webs or walls which support the bearings for the crank shaft. One piece bolts clamping cylinders and bearings for crank shaft in place. All working mechanism of motor fastened in or on upper section. Lower section is the oil reservoir used in auxiliary splash, and is cast with compartments walls for each cylinder. It is removable for access to mechanism without disturbing any bearings or other parts.

CONNECTING RODS.

Made of drop forged steel I-beam section, 10" center to center of bearings. Crank shaft end is capped and bored for bushings of special antifriction metal. Cap is secured by four bolts securely locked by check, castle nuts and cotters. Suitable liners are also provided for taking up wear. Piston end is fitted up with bushing of best Phosphor Bronze for pin 1 3/8" diameter, 2 7/8" long. Crank pin bearing 2 1/4" diameter, 3" long.

CRANK SHAFT.

Nickel steel turned from solid forging and heat treated, and have seven bearings. To have a flange on the fly wheel of liberal dimensions to which the fly wheel is bolted. All its bearings to be 2 1/4" diameter. The front bearing to be H. B. No. 412; the rear 4" long and center 2 5/8" and 2 7/8" long.

CAM SHAFT.

Two cam shafts, one on each side of motor in upper section of crank case with cam gears located in forward end, encased and easily accessible. Cam shaft is made of nickel steel. 1 1/16" diameter. To have eight (8) bearings and each bearing to be 1 9/16" long.

FLY WHEEL.

Of liberal dimensions and so designed to form the female member of cone clutch. Fly wheel to be bolted to a flange forged integral with crank shaft.

CLUTCH.

Leather covered cone clutch of liberal proportions suitable for power transmitted, operated by pedal lever; can be adjusted or disassembled without disturbing other parts. Clutch break forms integral part of clutch sleeve and prevents clutch from spinning when released. Automatically operated by clutch pedal. Grease cup provided for lubrication. Clutch fitted with adjustable springs under leather to prevent grabbing. Clutch disc to be of aluminum.

VALVES.

Intake and exhaust valves are located in head of cylinder and on opposite sides; mechanically operated. Any valve removable without disturbing others. Rotary auxiliary exhaust valves, located in side of cylinder, are driven by chain direct from cam shaft. Valve stems to be made of nickel steel, heads of refined gray iron, electrically welded to stem. Dimensions: Intake and Exhaust valves have 5-16" lift, roller contact type; intake is $3\frac{1}{4}$ " diameter; exhaust is $2\frac{5}{8}$ " diameter, Auxiliary exhaust $7/8$ " by $2\frac{7}{8}$ ".

BEARINGS.

Anti-friction bearing metal is used in all bearings where ball bearings are not used. Crank shaft and connecting rod bearings are made of Mogul die-pressed metal. Cam shaft and piston pin bearings are made of phosphor bronze.

LUBRICATION.

Positive multiple force feed oiler, mechanically driven from cam shaft, with leads direct to main bearings on crank shaft and to special oilers, which lubricate connecting rod crank bearings. Auxiliary splash is also afforded all bearings in lower section of crank case. Cam gears run in bath of oil. Cam shaft bearings lubricated by cups. Cams and valve lifters run in heavy oil. Pistons and piston pin bearings lubricated by splash from crank case.

TRANSMISSION, DIFFERENTIAL AND DRIVING GEARS.

The transmission, differential and driving gears are enclosed in one housing cast in two parts. The upper section to be bolted to the frame and carry all bearings, shafts, gears, etc. the lower section merely a cover and can be removed at any time for inspection. The transmission to be selective type, having three speeds forward and one reverse, direct drive on third speed. The differential consists of four bevel pinions meshing with two bevel gears on the squared ends of the jack shaft. Differential housing is made entirely of bronze. Adjustments is provided for taking up wear in the driving gear and pinion. All gears run in oil bath. All shafts are mounted on annular ball bearings. All gears and shafts are made of the highest quality special automobile clash gear steel specially heat-treated and hardened. All gears are of the stub tooth type. Transmission case made of best grade malleable iron. All transmission gears 5-7 pitch, $1\frac{1}{2}$ " face; main transmission shaft $1\frac{3}{4}$ " diameter. Counter shaft $1\frac{3}{4}$ " diameter. Jack shaft $1\frac{3}{4}$ " diameter. Gear ratio: High 3.7 to 1; second 5.8 to 1; low 10.5 to 1; reverse 12.3 to 1.

DRIVE.

Two side chains are driven by interchangeable sprockets and drive the rear sprockets, which are bolted to rear wheels. Chains to be Diamond make No. 157, 99" long, $1\frac{1}{2}$ " pitch, $3/4$ " roller; all links quick detachable. There is also to be one extra chain.

SPROCKETS.

The driving sprockets are of one-piece steel, keyed and clamped by nuts to jack shaft and with jack shaft may readily be removed. They are interchangeable. The driving sprockets are mounted on Hess-Bright bearings. The rear sprockets are cast integral with emergency brake drums and are bolted to rear wheels, and are made of cast steel.

BRAKES.

There are five brakes, two are external contracting bands lined with non-heating fabric, operating on drums attached to jack (sprocket) shafts, operated by pedal lever and when in operation brake directly to rear wheels through sprockets and side chains, taking all strain off the transmission, bevel drive and differential gears. Two to be expanding cast shoed lined with non-heating fabric placed inside of sprocket drums bolted to rear wheels and are protected from dust by a sheet steel shield operated by emergency hand brake lever. There is also a clutch brake automatically operated to prevent clutch from spinning when released. Both foot and emergency brakes to be provided with equalizer. Service brake to be 2½" wide, 11" diameter. Emergency brakes 2½" wide, 16" diameter.

OPERATING STAND

To be built of wood and steel, placed near front end of frame over motor or near center of frame to the rear of motor; seats to accommodate two men, to have high back and sides, upholstered and curled hair. All levers and steering wheel placed convenient to driver. Seat and dash provided with brass mounting handles. Floor boards covered with best quality pyramid aluminum.

CONTROL

The throttle and spark levers are located on top of steering wheel, engaging with sector which is fixed so as not to revolve with steering wheel. All gears (three speeds forward and one reverse) are operated by one lever, conveniently located, next to emergency hand lever. Clutch and jack shaft brakes operated by foot pedals. Emergency brake by hand lever. Throttle or spark control levers can be operated without taking hand from steering wheel. Is also to have an accelerator.

STEERING GEAR.

A steering gear designed especially for this car. Of worm and nut type with extra large bearing surfaces. Gear to be inclosed in dust-proof case and all moving parts run in grease. Suitable means to be provided for all necessary adjustments. Steering mast must be placed on an angle and provided with an 18" steering wheel.

GEAR SHIFT.

So arranged with gear shift that only one set of gears can be engaged at a time, all other gears being automatically locked at that time. When in neutral position all gears are locked. Gear shift lock to be extremely simple. No springs to be used in its construction.

IGNITION.

Standard ignition to consist of two spark plugs with porcelain covers for each cylinder. One set supplied by dry cells through Coil and Timer; other set supplied by Bosch water proof high tension magneto. Each system to be entirely independent of each other.

CARBURETOR.

Float feed, automatic auxiliary air intake throttle operated. To be of Rayfield make.

FRAME.

Solid rolled steel channel of suitable size for the load imposed and severe service required, drilled and riveted, thoroughly braced, cross and lateral members arranged to combine the greatest strength and rigidity, keeping all parts in proper alignment. Frame and cross members to be made of 5", 6-3/4 lb. channel. Truss rod with turnbuckle placed underneath.

SPRINGS.

Semi-elliptic front and rear. Front springs 40" long, 2½" wide; rear 42" long, 2½" wide. Plates grooved and edges clipped, suitable size for load carried. The springs are especially designed for this car and to be very easy riding. The three top leaves of the springs to be made of Vanadium spring steel, balance of leaves of alloy steel. All springs

to be hardened and ground and provided with compression grease cups.

AXLES.

Front, I-beam section roller bearing steering knuckles, Rear 3" section solid. Both of best steel and suitable size for load carried and service required. Fitted with Taper Roller Bearings. These are to be Timken Axles and Roller Bearings.

WHEELS.

Wood wheels of best selected material artillery type, with steel bands for tires and brass hub cups. Hubs fitted with Timken Roller Bearings. All spokes are tenoned and grooved at the hub thus forming an absolute compact, immovable assemblage which can not loosen under the most severe strain.

TIRES.

tires of sufficient size to carry load.

GASOLINE TANK.

Of copper thoroughly riveted with spasher partitions, having a capacity of 20 gallons, placed back of seat, filler in top and easily accessible.

BODY.

To be of sufficient size to carry 1500 feet 2½" cotton, rubber lined fire hose. The body to be built of sheet steel, substantially braced. The bottom is made of hard wood strips 4" wide and spaced ½" apart to permit ventilation of the hose. Rear end of body fitted with vertical friction rollers to allow easy laying of hose. The sheet metal used in this body to be 16 gauge. Body to be put together very substantially, White lead is used between all joints when building, thus eliminating rust.

BRASS HAND RAILS.

These are attached by suitable brass standards to the top and sides of hose body. Hand rails extend from rear of driver's seat over top of body panels to rear step. A brass pipe hand hold is placed across rear end of body at convenient height from rear step.

STEPS AND FENDERS.

Side steps as large as space will permit securely placed between front and rear wheels with steel fenders covering all wheels. Rear step to extend from outside to outside of rear fenders and at least 15" deep. Fenders are made to entirely protect body and side steps from mud, space between front and rear fenders entirely closed. All fenders made of heavy gauge sheet steel and properly braced. Steps to be covered with aluminum sheets and edges protected with heavy oval steel.

TOOL BOX.

At rear of frame and in front of rear step, with door opening backward; it is of ample capacity to carry all small tools, such as repairing outfit, spanners, wrenches, etc., which are to be furnished with apparatus. Tool box to be provided with trays to which all automobile tools are strapped. It is to contain one complete tool and repair kit.

FIRE EQUIPMENT.

1 - Trussed Extension Ladder of two 14 foot sections, extending to 24 feet.

1 - 12 foot Roof ladder with folding hooks.

Ladders to be placed on rack above body.

2 - Pick-head axes in regulation holders.

1 - Crowbar in regulation holder.

2 - Brass lanterns in regulation holders, Dietz wind shield.

1 - Locomotive bell 12"

2 - Brass-trimmed nozzle holders on rear step.

1 - Bay State auto kit containing complete assortment of socket wrenches.

1 - Set of Tire chains.

- 1 - Heavy auto screw jack.
- 2 - Extra drive chain repair links.
- 1 - Warner Speedometer, with electric light.
- 1 - Detroit Door Opener.
- 1 - Plaster hook
- 1 - Pike pole

NICKEL PLATING

All bright work to be nickel plated.

SELF-STARTER.

To be equipped with Gray and Davis electric self-starter.

LIGHTING EQUIPMENT

- 1 - 12" Revolving electric Searchlight, placed on dash.
 - 2 - 10" Rigid Electric Headlights, placed in front
 - 1 - Electric Tail lamp, mounted on rear step.
- All electric switches easy of access.
- 2 - Fire Department Lanterns, (before mentioned) placed on rear of machine.

CHEMICAL ENGINE.

Made from heavy hammered Lake Superior copper, Seams and heads riveted. All openings in shell are flanged inside and riveted; all seams, joints and parts exposed to chemicals heavily tinned to make smooth surface and to prevent corrosion and leakage.

The body of the cylinders and the connections are polished; the heads oval in shape and handsomely pebbled or plain.

All valves and connections to be within easy reach, and at all times under full control of the operator.

The chemical tank to be mounted by means of trunnions, cross-wise of frame and placed under the driver's seat, easily accessible. All piping, elbows, tees and valves to be made of heavy bronze and have one inch openings; joints are thoroughly sweated. All fittings except the valves are to be of special patterns, with long standard threads. The acid dumping device and agitator paddles are to be on separate shafts and are operated independently from the same end of the tank.

The cylinder to be fully equipped with pressure gauge, agitator and bypass one pure lead acid bottle, one extra lead acid bottle and one brass acid bottle canister in which to carry an extra charge of acid. The tank to be fitted with a 2½" hose connection and valve whereby the tank may be filled from hydrant or the water passed through the chemical hose without entering tank. The hose to be connected with heavy brass couplings, having no lugs or projections to prevent easy movement from reel. The acid bottles, both in tank and carrying canister, are to be effectively sealed by lead stoppers so that the acid can neither deteriorate from long standing or slop over while in transportation. The machine to be tested to the inlet of the chemical hose nozzle to 250 lbs. hydrostatic pressure before leaving the factory. Champion Type tank to be furnished.

CHEMICAL EQUIPMENT.

- 1 Chemical tank, 40 gallons capacity. Champion Type.
- 2 - 3 gallon Seagrave model Fire Department extinguishers with shut-off nozzle and carrying straps.
- 1 - 2½" Hydrant connection and bypass.
- 1 Pressure gauge for cylinder.
- 200 Feet, best quality 1" chemical hose, coupled and connected to cylinder.
- 1 Chemical hose nozzle, 2 tips.
- 2 Lead acid receptacles.

- 1 Brass canister, mounted.
- 1 Acid measure, copper, tin lined.
- 1 Acid funnel, copper, tin lined.
- 1 Soda bag, canvas.
- 1 Automatic reel, capacity 250 feet chemical hose.
- 2 Chemical hose spanners.
- And other necessary wrenches.

PAINTING

To be done with pure white lead, linseed oil, and best coach colors. Ladders natural wood. Decorating to be artistic and consistent with service in fine colors and gold leaf.

Gear and frame to be.....

Body to be.....

Lettering to be.....NO.....

GUARANTY

Rubber tires and accessories that must be purchased of other manufactures are subject to the guaranty of such manufacturers.

The builder to furnish the best of everything that can be procured and will at any time within two years replace free of charge at our factory any defective workmanship or material for which we are responsible.

It is the intentions of these specifications to furnish a complete piece of apparatus, built of the best material, in handsome style finished, according to these specifications; and minor details omitted by an oversight will not plead an excuse for the omission.

ACCEPTANCE AND TESTS.

The construction and acceptance to be to the satisfaction of the Superintendent of the San Diego Fire Department.

All tests of the apparatus to be conducted by the Chief of the San Diego Fire Department.

Exhibit B.

S P E C I F I C A T I O N S .

FOR

ONE (1) SPECIAL MOTOR PROPELLED CITY SERVICE TRUCK. STYLE 2 - G.

FOR THE CITY OF SAN DIEGO, CALIFORNIA.

MOTOR.

Type D Water cooled; 6 vertical cylinders, cast in pairs with integral water jackets; intake and exhaust valve chambers on opposite sides; four cycle; auxiliary exhaust valves are rotary; all gears encased. Bore 5 3/4"; stroke 6". Rated by A. L. A. M. formula 79.3 H. P.

CRANK CASE

Made in two parts, parted horizontally through plane of crank shaft center. Upper section forms cylinder support being vertically divided between cylinders by webs or walls which support the bearings for the crank shaft. One piece bolts clamping cylinders and bearings for crank shaft in place. All working mechanism of motor fastened in or on upper section. Lower section is the oil reservoir used in the auxiliary splash, and is cast with compartment walls for each cylinder. To be removable for access to mechanism without disturbing any bearings or other parts.

CONNECTING RODS.

Made of drop forged steel I-beam section, 10" center to center of bearings. Crank shaft end is capped and bored for bushing of special anti-friction metal. Cap is secured

by four bolts securely locked by check, castle nuts and cotters. Suitable liners are also provided for taking up wear. Piston end is fitted with bushing of best Phosphor Bronze for pin 1 3/8" diameter, 2 7/8" long. Crank pin bearing 2 1/4" diameter, 3" long.

CRANK SHAFT.

Nickel steel turned from solid forging and heat treated, and have seven bearings. To have a flange on fly-wheel end of liberal dimensions to which the fly-wheel is bolted. All its bearings are to be 2 1/4" diameter. The front bearing to be H. B. No. 412; the rear 4" long and center 2 5/8" and 2 7/8" long.

CAM SHAFT.

Two cam shafts, one on each side of motor in upper section of crank case with cam gears located in forward end, encased and easily accessible. Cam shaft is made of nickel steel, 1 1/16" diameter. It has eight bearings, and each bearing to be 1 9/16" long.

FLY WHEEL.

Of liberal dimensions and so designed to form the female member of cone clutch. Fly-wheel to be bolted to a flange forged integral with crank shaft.

CLUTCH.

Leather covered cone clutch of liberal proportions suitable for power transmitted, operated by pedal lever; can be adjusted or disassembled without disturbing other parts. Clutch break forms integral part of clutch sleeve and prevents clutch from spinning when released. Automatically operated by clutch pedal. Grease cup provided for lubrication. Clutch disc is made of aluminum.

VALVES.

Intake and exhaust valves are located in head of cylinder and on opposite sides; mechanically operated. Any valve is removable without disturbing others. Rotary auxiliary exhaust valves, located in side of cylinder, are driven by chain direct from cam shaft. Valve stems to be made of nickel steel; heads of refined gray iron electrically welded to stem. Intake and exhaust valves have 5-16" lift, roller contact type; intake is 3 1/4" diameter; exhaust is 2 5/8" Auxiliary exhaust 7/8" by 2 7/8".

BEARINGS.

Anti-friction bearing metal is used in all bearings where ball bearings are not used. Crank shaft and connecting rod bearings are made of Mogul die-pressed metal. Cam shaft and piston pin bearings are made of phosphor bronze.

LUBRICATION.

Positive multiple force feed oiler, mechanically driven from cam shaft, with leads direct to main bearings on crank shaft and to special oilers, which lubricate connecting rod crank bearings. Auxiliary splash is also to be afforded to all bearings in lower section of crank case. Cam gears run in bath of oil. Cam shaft bearings lubricated by cups. Cams and valve lifters run in heavy oil. Pistons and piston pin bearing lubricated by splash from crank case.

COOLING SYSTEM.

By water circulated by centrifugal pump positively driven from crank shaft, which forces water through honey-comb radiator of ample size, thence to exhaust side of motor, through water jackets surrounding cylinders to the intake side and back to radiator. Radiator to be placed in heavy cast frame mounted on springs, which protect the radiator from all shocks and vibration. Fan of ample size is placed at forward end of motor just back of radiator and to be adjustable.

TRANSMISSION.

The transmission gears to be encased in one housing cast in two parts. The upper section to be bolted to frame and carries all bearings, shafts, gears, etc., and the lower

section to be merely a cover that can be removed at any time. The transmission to be selective type, having three speeds forward and one reverse, direct drive on third speed. All gears to run in oil bath. All shafts to be mounted on annular ball bearings. All gears and shafts to be made of the highest quality special automobile gear steel, especially heat-treated and hardened. All gears to be of stub tooth type. Transmission to be made of the best grade malleable iron.

DRIVE.

The drive is to be by means of double side chains driven by sprockets on jack shaft from transmission to sprockets on the axle shaft. Differential action is received from the differential on the bevel drive in transmission housing. A ball universal joint to be placed on the axle shaft directly in line with the steering pivot and through which the rear wheels are driven. All wearing surfaces of the universal joint to be hardened and run in grease at all times.

STEPS AND FENDERS.

Side steps to be large as space permits securely placed between front and rear wheels, with steel fenders covering all wheels. Fenders to be made of heavy gauge sheet steel and securely braced and large enough to entirely protect from mud. Steps to be covered with aluminum sheets and edges protected with heavy oval nosing.

TOOL BOX

Placed on the side running board with door opening upward. To be of ample capacity to carry all small tools such as repair outfit, etc., to be furnished with the apparatus.

MOTOR EQUIPMENT.

- 1 - 12" Locomotive bell.
- 1 Tool kit with complete set of tools for repairs.
- 1 Set of tire chains.
- 1 Heavy auto screw jack.

LIGHTING EQUIPMENT.

- 1 - 12" Electric Searchlight, placed on dash.
- 2 - 10" Electric headlights, one mounted on each side of radiator.
- 1 Electric tail lamp.
- All switches to be easy of access.

BRAKES.

There are to be four brakes, one to be external contracting band lined with non-heating fabric, operated on drum attached to drive shaft, operated by pedal lever and when in operation brakes directly to rear wheels through rear drive chain, taking all strain off the transmission, bevel drive and differential gears. Two to be expanding cast shoes lined with non-heating fabric placed inside of drums bolted to rear wheels and are protected from dust by a sheet steel shield, operated ~~from inside by a sheet steel shield~~ by emergency hand brake lever. There is also to be a clutch brake automatically operated to prevent clutch from spinning when released. Both emergency and foot brakes are to be provided with equalizer. Service brake to be 3" wide and 12" diameter. Emergency brakes 2½" wide, 19" diameter.

OPERATING STAND.

To be built of wood and steel, placed at the rear of the motor; seats to accommodate two men, to have high back and sides, upholstered with leather and curled hair. All levers and steering wheel placed convenient to driver on right hand side, Seat and dash provided with brass mounting handles. Floor boards covered with best quality pyramid aluminum.

CONTROL.

The throttle and spark levers are located on top of steering wheel, engaging with

sector which is fixed so as not to revolve with steering wheel. All gears are to be operated by one lever, conveniently located, next to emergency hand brake lever. Clutch and jack shaft brakes operated by foot pedals. Emergency brake by hand lever. Throttle or spark control levers can be operated without taking hand from steering wheel. Front wheels to be steered by driver and rear wheels steered by tillerman. Suitable tiller seat to be provided.

STEERING GEAR.

This gear to be designed especially for this car. To be of worm and nut type with extra large bearing surfaces. Gear to be inclosed in dust-proof case and all moving parts run in grease. Suitable means to be provided for all necessary adjustments. Steering mast to be placed at an angle and provided with an 18" steering wheel. Rear steering gear to be same construction as the front but to have a straight steering mast.

GEAR SHIFT.

So arranged with gear shift lever that only one set of gears can be engaged at a time, all other gears being automatically locked at that time. When in neutral position all gears are locked. Gear shift lock to be of a simple type. There are to be no springs used in its construction to weaken or brake. To be located on right hand side of driver.

IGNITION.

Standard ignition to consist of two spark plugs, porcelain covers for each cylinder. One set supplied by dry cells through Coil and Timer; other set supplied by Bosch High Tension Water-Proof Magneto. Each system to be entirely independent of the other.

CARBURETOR

Float feed, automatic auxiliary air intake throttle operated. To be of Rayfield make.

FRAME.

Solid rolled steel channel of suitable size for the load imposed, drilled and riveted, thoroughly braced, cross and lateral members arranged to combine the greatest strength and rigidity, keeping all parts in alignment. Frame and cross members to be made of 5", 6 3/4 lb. channel iron. Trus rod with turnbuckle placed underneath.

SPRINGS.

Semi-elliptic, front and rear. Plates grooved and edges clipped, to be of suitable size for load carried. Front 41" long 2 1/4" wide; rear 53" long 2 1/2" wide. The three top leaves to be of Vanadium spring steel, balance of leaves of alloy steel. All spring bolts to be hardened and ground and provided with compression grease cups.

AXLES.

Front, I-beam section roller bearing steering knuckles. Rear, full floating type. Both of best steel and suitable size for load carried and service required. Fitted with Timken Axles and Roller Bearings.

WHEELS.

Wood wheels of best selected material artillery type, with steel bands for tires and brass hub caps. Hubs fitted with Timken Roller Bearings. All spokes to be tenoned and grooved at the hub thus forming an absolute compact.

TIRES.

Solid rubber, any standard make. Front 38" by 4"; rear 38" by 3 1/2" dual. Tires to be fitted with positive fastenings. S. A. E. dimensions and quick demountable.

GASOLINE TANK.

Of copper, thoroughly riveted with splasher partitions, having a capacity of 20 gallons, placed back of seat, filler in top and easily accessible.

STEPS AND FENDERS

Side steps large as space will permit securely placed between front and rear wheels, with steel fenders covering all wheels. Fenders to be made of heavy gauge sheet steel, securely braced and large enough to entirely protect from mud. Steps are covered with aluminum sheets and edges protected with heavy oval nosing.

TOOL BOX

Placed on side running board with door opening upward. To be of ample capacity to carry all small tools, etc., to be furnished with apparatus.

MOTOR EQUIPMENT.

- 1 - 12" Locomotive bell
- 1 Tool Kit with complete set of tools for repairs.
- 1 Set of Tire chains.
- 1 Heavy Auto screw jack.

LIGHTING EQUIPMENT.

- 1 - 12" Electric revolving Searchlight.
 - 2 - 10" Electric Headlights, one mounted on each side of radiator.
 - 1 - Electric tail light.
- All switches to be easy of access.

TOOL AND CHARGE BOX.

Suitable tool and charge box to be combined and placed at forward end of running boards, extending full width of same, for the reception of sundry tools, extinguisher charges etc., and top of same box to be fitted to carry two 3 gallon fire extinguishers.

WIRE BASKET

One suitable wire basket for the reception of various appliances is placed under the frame, being as large as space will permit.

LADDER ARCHES.

Are made of round edge steel, with rubber covered rollers running on steel bearings, with adjustable set collars.

LADDER SERVICE.

- 1 - 55 foot double rapid hoist extension ladder with stay poles having universal joints of improved pattern and union locks.
- 1 - 45 foot double rapid hoist extension ladder with stay poles having universal joints of improved pattern and union locks.
- 1 - 36 foot Trussed Wall Ladders.
- 1 - 32 foot Trussed Wall Ladder.
- 1 - 32 Foot Wall Ladder.
- 1 - 28 Foot Trussed Wall Ladder
- 1 - 24 Foot Trussed Wall Ladder
- 1 - 20 Foot Trussed Wall Ladder
- 1 - 16 Foot Trussed Roof Ladder with folding hooks.
- 1 - 12 Foot Trussed Roof Ladder with folding hooks.
- 1 - 16 Foot Trussed inside Extension Ladder.
- 1 - 14 Foot Pompier Ladder
- 1 - 16 Foot Pompier Ladder.

LADDER SERVICE

All ladders to be made of well seasoned straight grain Oregon Fir, free from all visible defects; straight grain oak, ash or hickory rungs with iron cross rods at every fourth rung, and to be regulation width.

TOOLS AND EQUIPMENT

- 3 - Leather cushions, anchor strapped

- 4 - Assorted pick head fire axes
- 4 - Sets latest design Scabbard and Handle holders
- 4 - Brass Fire Dept. Lanterns, Dietz wind shield
- 4 - Brass lantern holders, spring pattern
- 2 - Wall picks in regulation holders
- 1 - Crowbar in regulation holders
- 1 - Wire cutter in regulation holders
- 1 - Tin roof cutter in regulation holders.
- 1 - Detroit door opener in regulation holders
- 2 - Tool and charge boxes
- 2 - 3 gallon Seagrave model, Fire Dept. Extinguishers with carrying straps in regulation holders.
- 1 - Heavy battering ram.
- 1 - 8 foot Pike Pole
- 2 - 12 foot Pike Poles
- 2 - 12 foot Aungst Plaster hooks
- 1 - 10 foot Pike Pole
- 1 - 14 foot Pike Pole
- 1 - 15 foot Pike Pole

CHEMICAL ENGINE.

To be made from heavy hammered Lake Superior copper. Seams and heads riveted. All openings in shell are flanged inside and riveted; all seams, joints and parts exposed to chemicals heavily tinned to make smooth surfaces and to prevent corrosion and leakage. The body of the cylinder and the connections are polished; the heads oval in shape and pebbled. All valves and connections to be within easy reach, and at all times under full control of the operator. The chemical tank to be mounted by means of trunnions, crosswise of frame and placed in a convenient place. All piping, elbows, tees, and valves to be made of heavy bronze and have one inch openings; joints to be thoroughly sweated. The acid dumping device and agitator paddles are to be on separate shafts and operated independently from the same end of the tank. The cylinder to be fully equipped with pressure gauge, agitator and bypass, one pure lead acid bottle, one extra lead acid bottle and one brass acid bottle canister in which to carry acid charge. The tank to be fitted with a $2\frac{1}{2}$ " hose connection and valve so that the tank may be filled from hydrant or the water passed through the chemical hose without entering tank. The chemical hose to be connected with heavy brass couplings having no lugs or projections to prevent easy movement from reel. The lead acid bottles both in tank and carrying canister to be effectively sealed by lead stoppers so as to prevent deterioration from long standing and slop over while in transportation. Each machine to be tested to the inlet of chemical hose nozzle to 250 lbs. hydrostatic pressure before leaving the factory. Champion Type tank to be furnished.

CHEMICAL EQUIPMENT

- 1 - 50 gallon capacity Champion Type chemical tank.
- 2 - 3 gallon Fire Dept. extinguishers with shut off nozzle and carrying straps.
- 1 - $2\frac{1}{2}$ " hydrant connection and bypass.
- 1 - Pressure gauge for cylinder.
- 250- Feet of best quality 1" chemical hose, coupled and connected to cylinder.
- 1 - Chemical nozzle and 2 tips.
- 2 - Lead acid receptacles.
- 1 - Brass canister, mounted
- 1 - Acid measure, copper, tin lined.

- 1 Acid funnel, copper, tin lined.
- 1 - Soda bag canvas.
- 1 - Automatic reel, capacity 250 feet chemical hose.
- 2 - Chemical hose spanners.
- All other necessary wrenches.

SELF STARTER.

To be equipped with a Gray and Davis Electric Self Starter.

NICKEL PLATING

All bright work to be Nickel plated.

PAINTING.

To be done with pure white lead, linseed oil and best coach colors. All ladders to be natural wood.

Gear to be.....

Frame and body of truck.....

.....No.....

Ladders to be.....

Lettering to be.....

GUARANTY.

Rubber tires and accessories that must be purchased of other manufactures are subject to the guaranty of such manufactures.

The builder to furnish the best of everything that can be procured and will at any time within two years replace free of charge at our factory any defective workmanship or material for which we are responsible.

It is the intentions of these specifications to furnish a complete piece of apparatus, built of the best material, in handsome style finished, according to these specifications; and minor details omitted by an oversight will not plead an excuse for the omission.

ACCEPTANCE AND TESTS.

The construction and acceptance to be to the satisfaction of the Superintendent of the San Diego Fire Department.

All tests of the apparatus to be conducted by the Chief of the San Diego Fire Department.

Exhibit C

S P E C I F I C A T I O N S

FOR

ONE (1) MOTOR PROPELLED COMBINATION TURBINE PUMPING ENGINE AND HOSE WAGON.

FOR THE CITY OF SAN DIEGO, CALIFORNIA.

MOTOR

Type "Q" four individual cylinders, water cooled vertical type. All gears enclosed. Bore 7 3/4"; stroke 9". Rated by A. L. A. M. formula 96 H. P. All bolts and nuts to be used in construction are A. L. A. M. standard.

CRANK CASE.

Made in two parts, parted horizontally through plane of crank shaft center. Upper section forms cylinder support being vertically divided between cylinders by webs or walls which support the bearings for the crank shaft. Through bolts to be used in clamping cylinders and bearings for crank shaft in place. All working mechanism of motor fastened in or on upper section. Lower section is the reservoir and used to catch oil only, not depending on splash lubrication. To be removable for access to mechanism without disturbing any bearings or other parts.

CYLINDERS.

To be cast of the best grade Northern gray iron, provided with ample water jackets which are to be carefully tested by hydraulic pressure before and after finishing. Cylinder bores are all to be tested with plug gauge with a limit variation of 1/1000 of an inch. Spark plugs and priming cups are located in screwed bronze plugs of larger diameter than intake and exhaust valves, the removal of which allows the valve to be taken out or examined without disturbing any other parts. Combustion chamber to be free from pockets or projections. Bronze plugs extend into combustion chamber and are swept by inflowing gas which helps prevent fouling.

VALVES.

To be large in diameter and located in each side of cylinder. To be interchangeable, mechanically operated and enclosed by water jackets. Vanadium steel stems electrically welded to cast iron heads to be used.

CRANK SHAFT.

To be made of nickel steel, hand forged, turned and machine ground to exact size and have five main bearings, the one next to fly wheel being longer than the others. A flange of liberal dimensions forged integral with the shaft to which the fly-wheel is bolted.

CAM SHAFTS.

Two, of die drawn special alloy Vanadium steel, one on each side of motor supported within upper sections of crank case by five bronze bearings. Each shaft is so arranged that it can be removed as an assembled unit, including cams, bearings and gears. Cam gears located at forward end of crank case and enclosed in oil tight cases. Intermediate gear mounted on Hess-bright ball-bearings.

FLY WHEEL.

One of liberal dimensions and so designed to form the female member of cone clutch.

CLUTCH.

Leather covered cone clutch of liberal proportions bolted to fly wheel, that can be taken down without disturbing any other parts. And not to clatter or grab. Operated by foot pedal.

BEARINGS.

Parsons white brass bearing metal to be used in all bearings where ball bearings are not used.

LUBRICATION.

Positive multiple force feed oiler, mechanically driven from cam shaft, with leads direct to main bearings on crank shaft and connecting rod crank bearings. Cam and valve lifters are lubricated by spray (not splash) from crank shaft. Piston and piston pin bearings lubricated by splash from crank case.

COOLING.

The cooling water is introduced and discharged in such manner that a uniform temperature is maintained throughout the cylinders under all conditions of service. When pump is in operation cooling water is taken direct from main pump and discharged on the ground without passing through radiator. When on the road cooling water is circulated through the water jackets and radiator by gear driven centrifugal pump.

MUFFLER.

Of liberal proportions and exceedingly efficient in preventing back pressure. Water cooled while pumping.

TRANSMISSION & JACK SHAFT.

The transmission and jack shaft to be enclosed in one cast steel housing. The upper section to be bolted to motor sub-frame and cross members of main frame and carries all

bearings, shafts, gears, etc. and the lower section to be merely an aluminum cover and can be removed at any time for inspection. The transmission is selective type having three speeds forward and one reverse. Direct drive on third speed. The reverse gear to be automatically locked in reverse and neutral position. The bevel drive gears and differential are in same housing. The gears and shafts are of finest carbon steel specially heat treated. All gears run in oil bath. All shafts are mounted on S. K. F. ball bearings.

Pump transmission to be enclosed in same case and all gears run in oil bath. Lower drive pump gear is in mesh with pump shaft gear only when pump is at work. Hand hole plates are so arranged that gear can readily be inspected. Pump shaft gear to be rolled (not slid) into mesh with lower drive gear, by lever placed convenient to driver.

REAR WHEEL DRIVE.

Two side chains driven by interchangeable sprockets and drive the sprockets which are bolted to rear wheels. Chains to be of Diamond make, with all links quick detachable.

PUMP DRIVE

By means of gears running in oil tight case placed between motor and pump. Shafts mounted on imported ball bearings.

BRAKES.

There are five in all; two are internal expanding braking on drums which are attached to rear wheels, operated by foot pedal. Two are external contracting braking on same drum, and operated by hand brake lever. All brakes provided with equalizer. There is also to be a clutch brake automatically operated by clutch pedal to prevent clutch spinning when shifting gears.

CONTROL.

The throttle and spark levers are located on top of steering wheel engaging with sector which is fixed so as not to revolve with steering wheel. All gears (three speeds forward and one reverse) are operated by one lever conveniently located to right of driver and next to emergency hand brake lever. Foot accelerator to be provided.

GEAR SHIFT.

So arranged with gear shift lever that only one set of gears can be engaged at a time, all other gears to be automatically locked at same time. When in neutral position all gears are locked.

IGNITION.

Jump spark ignition by means of storage battery; Bosch High Tension Magneto; Bosch Battery timer and coil. (Bosch two independent system). Water-proof magneto and spark plugs to have porcelain covers.

CARBURETOR.

Stromberg float feed automatic auxiliary air intake, throttle operated.

GOVERNOR.

A governing device to be provided which is actuated by water pressure from the main pump automatically throttling the motor, so that the discharge pressure at the pump will not rise above a pre-determined point regardless of whether any or all of the discharge openings are closed. Should the pump pressure due to the opening of discharge gates fall below the point at which the governor is set, instantly the throttle will automatically open and cause the motor to deliver the required amount of power to maintain the pre-determined pressure or its equivalent in volume of water at the lower pressure. When the machine is being run on the road the throttle is always in wide open position as there is no pressure in pump.

COMPRESSION RELEASE.

The usual system of pet cocks to be done away with, in its place the exhaust cam

shaft is made to slide bringing a set of cams into play which relieve part of the compression. When the explosion takes place it does not allow any of its value to escape.

SELF STARTER.

Gray and Davis self starting and lighting system to be used.

FRAME.

Five inch solid rolled steel channel of suitable size for the load imposed and severe service required, drilled and riveted, thoroughly braced, cross and lateral members arranged so as to combine the greatest strength and rigidity, keeping all parts in proper alignment.

SPRINGS.

Of suitable size for the load carried, front and rear semi-elliptic.

AXLES.

Front $2\frac{1}{2}$ " I-beam section, roller bearing steering knuckles. Rear 3" round section solid.

STEERING GEAR.

Worm and sector irreversible type with gears enclosed in dust proof case. Operated by hand wheel 19" in diameter.

WHEEL.

Wood wheels of best selected hickory, artillery type, with steel channels for tires.

WHEEL BEARINGS, AND HUBS.

Front artillery, $2\frac{1}{2}$ " hubs, with Taper roller bearings.

Rear artillery, 3" hubs, with Taper roller bearings.

Brass hub caps.

TIRES.

Solid motor tires flanged fastenings, quick demountable type, S. A. E. standard.

Front, single 38" by 5" demountable type. Rear, 38" x 4" dual.

Wheel base 154"; tread 66".

GASOLINE TANK

Of copper, thoroughly riveted and made with splash compartments placed back of driver's seat. Capacity 50 gallons.

OPERATING STAND.

Placed at rear of engine and hood. Seats to accomodate two men. High back upholstered in leather. All levers placed convenient to driver as well as steering wheel.

STEPS AND FENDERS.

Side steps as large as space will permit between front and rear wheels, with steel fenders covering all wheels. Rear steps to extend from outside to outside of fenders and at least 15" deep. Fenders made to entirely protect body and sidesteps from mud. Space between front and rear fenders entirely closed. All fenders made of heavy gauge steel and braced. Steps covered with aluminum sheets. Edges protected with heavy oval steel.

FIRE EQUIPMENT.

1 - Pike pole and regulation holders

1 - Plaster hook and holders

1 - Trussed extension ladder of two 14 ft. sections, extending to 24 feet.

1 - 12 foot roof ladder with folding hooks.

2 - Pickhead axes in regulation holders.

1 - Crowbar in regulation holder.

2 - Brass lanterns in regulation holders, Dietz windshield.

1 - 12" Locomotive bell.

2 - Brass trimmed nozzle holders on rear step.

- 1 - Tool kit with complete set of tools for repairs.
- 1 - Complete Bay State auto kit.
- 1 - Set Tire chains
- 2 - Extra drive chain repair links.
- 1 - Warner speedometer with electric pea light.
- 1 - Grease gun.
- 1 - Detroit Door opener and regulation holders.

BODY.

Of sufficient size to carry 1200 feet of $2\frac{1}{2}$ " cotton rubber lined fire hose. The body is built of sheet steel, substantially braced. The bottom is made of hardwood strips 4" wide and spaced $\frac{1}{2}$ " apart to permit ventilation of the hose. Rear end of body fitted with vertical rollers. The sheet metal used in this body to be 16 gauge. Body to be put together very substantially. White lead used between all joints when building.

HAND RAILS.

Are attached by suitable brass standards to the top and sides of hose body. Hand rails extend from rear of driver's seat over top of body panels to rear step. A brass pipe hand hold to be placed across rear end of body at convenient height from rear step. Hand rails to be of brass.

TOOL BOX.

Placed on side running board with door opening upward. To be of ample capacity to carry all small tools such as repair outfit, etc. One box to be placed on each side.

LIGHTING EQUIPMENT.

- 1 - 12" Revolving Electric searchlight, placed on dash.
- 2 - 10" Electric Headlights, placed in front.
- 1 - Electric tail lamp, mounted on rear step.
- 2 - 6 volt-6 C. P. lamps mounted under hood for engine.
- 1 - 12 foot portable extension cord with lamp and lamp guard arranged to couple into extension plug on either side of machine.

All electric switches to be easy of access.

BUMPER.

A strong steel frame bolted to main frame of machine fitted with shock absorbing springs to prevent damage to machine in case of collision.

ENGINE ROAD TEST.

Machine to make 30 miles per hour on level roads, and speed of 20 miles per hour on 5% grade, and to climb an 18% grade in low gear with full load of hose, equipment and crew of eight men.

PUMP.

To be of the two stage turbine centrifugal type. Casing; or housing to be held together by bolts running from end to end of pump, the bolts being entirely outside the water passage. The packing or gaskets between the sections of the outer housing to be of round rubber which permits of holding the various sections together, metal to metal, thus facilitating the alignment of the assembled parts. The round rubber gaskets to be placed or held in tapered recesses in such a manner that the greater the pressure in the pump the tighter the gaskets hold. All inside faces of the various pump cases or housing to be machined and polished to reduce friction of water through diffusion passages.

DIFFUSION DISCS: proper, of such design that the entire water passage is open on one side for cleaning and polishing, also such that the water is guided from the point of leaving the first runner or impeller, to point of entrance to the succeeding runner or impeller, and so on from stage to stage.

IMPELLERS; or runners, to be of the split type, the two parts to be thoroughly machined and polished in the water ways, then riveted together, bored to fit shaft and placed on same, after which they are turned true and polished on the outside. Rotative balance of the impellers to be given most carefull attention to insure lack of vibration in pump when same is in operation.

SHAFT of pump to be of high grade tough machine steel and covered throughout its entire length with hard bronze sleeves of not less than 3/16" thickness in the walls, thus insuring same against wear and corrosion.

BEARINGS OF PUMP to be of the S. K. F. ball type running in oil bath. At one end of the pump one bearing to be provided with two ball thrust bearings working in spherical seats, to make alignment of same certain, said thrust bearings to take any unbalanced end thrust of pump shaft due to wide range of discharge pressure on the pump. The end thrust on the shaft will be eliminated in so far as is possible by internal design.

STUFFING BOX ON THE DISCHARGE END OF PUMP to be protected against the high pressure at this point. STUFFING BOX ON SUCTION END to be carefully water-sealed, the supply of water to the water seal to be put through suitable strainer to prevent sand passing through the packing. Vent on drain cocks to be of the lever type and so coupled together in two complete sets that they may be operated by a sepearate control provided at the rear of the running board.

PRIMING DEVICE of positive and quick acting type, to be attached to the pump and so connected to same that its control is located at the rear of running board.

PUMP to be in general design a self-contained unit having bearings held in yokes extending from the suction and discharge heads. There will be no churn valves, by-pass valves or relief valves, nor other valves except the primer and drain valves on the pump, and none of the latter are necessary to be used after the pump is once primed and in operation, no matter what to be done at the pump discharge lines in the way of sudden opening or closing of the nozzles. All pump parts to be of the highest grade of bronze, except the pump shaft and sleeve on which the ball bearings are centered. One suction and three discharge openings to be located at the rear running board of the completed machine. Similar parts of the pump to be interchangeable, and the whole built to gauges and templete in such a manner that the spare parts may be carried in stock or ordered as needed, and will always slip into place without extra machine work or fittings.

CAPACITY OF PUMP, at normal speed without crowding engine;

100# pressure at pump discharge, 800 gal. per minute.

125# " " " " 750 gal. " "

150# " " " " 625 gal. " "

175# " " " " 525 gal. " "

The suction connection and three discharges hose gates are located at rear of machine above running board. The hose discharge gates are of Standard F. Engine design. When the pump is in service the rear end of machine may be termed the operating stand, duplicate motor controls being placed there with pump controls.

PUMP EQUIPMENT

2 - 10 ft. lengths 5" flexible suction hose with handled swivel couplings, male one end, female other end.

1 - 13 ft. length 4" soft suction hose with handled swivel couplings, thread one end to fit city hydrant, (other end to have 5" suxtion thread, female.

1 - 5" suction thread to S. D. F. D. hydrant thread, double female tapered reducer with handles attached.

- 1 - City hydrant thread (male) to city hose thread. S. D. F. D. female swivel tapered reducer with handles attached.
 - 1 - 5" suction thread to S. D. F. D. hose thread. Double female tapered reducer, with handles attached.
 - 1 - 5" suction strainer.
 - 1 - Compound pressure vacuum gauge.
 - 2 - Hydraulic pressure gauges, compound.
 - 2 - Playpipes with three tips assorted sizes each.
 - 3 - Spanners, one 4", two 2½".
- Size of S. D. F. D. hose couplings 7½ threads to the inch, outside diameter of thread 3 1/32 inches.

NICKEL PLATING

All bright work to be nickel plated.

PAINTING.

To be done with pure lead and linseed oil and the best quality of coach colors. Ladders in natural wood. Decorations and lettering in pure gold leaf, suitable high lights.

FRAME.....

GEAR.....

LETTERING.....NO.....

GUARANTY

Rubber tires and accessories that must be purchased of other manufactures are subject to the guarantee of such manufactures.

The builder to furnish the best of everything that can be procured and will at any time within two years replace free of charge at our factory any defective workmanship or material for which we are responsible.

It is the intentions of these specifications to furnish a complete piece of apparatus, built of the best material, and finished in handsome style, according to these specifications; and minor details omitted by an oversight will not plead excuse for the omission.

ACCEPTANCE.

The construction and acceptance to be to the satisfaction of the Superintendent of the San Diego Fire Department.

All tests of the apparatus to be conducted by the Chief of the San Diego Fire Department.

Exhibit D.

S P E C I F I C A T I O N S .

For 2200 feet, more or less, 2½" Cotton, Rubber Lined Fire Hose.

For the City of San Diego, California.

This hose to be cotton, rubber lined fire hose and constructed in accordance with the following specifications.

- (1st) To be 2½" internal diameter and in lengths of 50 feet.
- (2nd) The rubber lining to be smooth and free from pitting, and not less than 1/16" (one sixteenth) inch in thickness, exclusive of friction, and shall be made of properly vulcanized rubber compound containing not less than 40% of pure Para rubber of the best quality, not more than 4% of sulphur, the balance to consist of dry inorganic matter only; the mineral matter to be practically free from sulphur in any form. The lining shall not be less than four calandered in one solid body and free from corrugations.
- (3rd) The cotton cover to be made of the best long staple cotton, to be circular made and seamless; to be of two or more separate plies inner and outer, each ply to have a

filler thread or strand composed of many fine threads, which must be woven around the hose in one continuous strand without break or splice throughout the whole length of 50 foot hose, and in having warp thread composed of several fine threads which shall cover the filling strand.

(4th) Each length to be fitted with Pacific Coast Standard Fire Department Couplings with $7\frac{1}{2}$ threads to the inch and outside diameter of thread $3\frac{1}{32}$ inches.

A. Internal diameter of couplings shall not be less than $2\frac{1}{2}$ " throughout.

B. To be made finished and fitted in a workmanlike manner throughout.

C. To be of expansion ring pattern and of the best form to resist the strain of expanding the binding ring in the coupling and must have a long tail sufficient for expansion ring of $1\frac{1}{2}$ " inches, (not less).

D. To be made of alloy of copper, tin and zinc of the following proportions:

Not less than 80% copper

Not less than 7% tin.

Not more than 7% zinc.

E. The weight of the couplings including rings to be not less than $5\frac{1}{2}$ pounds.

F. To be stamped with the name or the initials of the maker of the couplings and the month and year of manufacture in letters not less than $\frac{1}{4}$ " high.

G. To be provided with a rubber gasket of the best quality, accurately fitted.

H. To have a rubber washer in the coupling inside of the expansion ring, to keep the end of the cotton fabric dry, and with inside diameter not less than that of coupling.

I. The hose to be expanded in the couplings in a workmanlike manner without cutting the rubber lining or rupturing the cotton cover, and to stand the pressure test prescribed without the use of tape or rubber tissue as a filler.

(5th) The maker to mark his product with distinct warp threads for purpose of identification. The makers name with the year and month of manufacture to be stenciled in two places on each length of hose, the marks beginning 4 feet from couplings to be in red letters one inch high.

T E S T S

(6th)

(1) The hose to be stretched out for inspection, connected with pump and filled with water, leaving the air cock open to allow the air to escape after which the air cock to be closed and a pressure of 10 pounds per square inch applied; the air cock than to be opened and when the gauge shows zero the tests to begin by taking the original measurements.

(2) Each length with couplings attached to be subjected to a pressure test of 250 (two hundred and fifty) pounds per square inch to expose imperfections.

(3) From each delivery of five (5) lengths, one or more sections to be selected by the Board of Inspection, and will be farther subjected to a pressure test of four hundred (400) pounds per square inch, the same to be maintained only for a period sufficient to determine the elongation and then immediately released.

(4) The hose while under the tests laid down in 2 and 3 shall not sweat or creak the threads of the cotton cover; it shall not contract in length or diameter; it shall not increase its external diameter more than one sixteenth of an inch at any point; the limit for elongation for each length shall be thirty (30) inches under test 2, and forty-one (41) inches under test 3, and in both instances each length must run out nearly straight under pressure without turning more than one (1) turn at two hundred and fifty (250) pounds pressure, nor two (2) turns total at four hundred (400) pounds pressure, and must not rise from floor and writhe.

(5) Each length must coil within a circle whose diameter is twenty eight (28) inches.

(6) A piece one and one half ($1\frac{1}{2}$) inches wide cut from the end of the hose shall stand the following tests:

A. The rubber lining when attached to a weight of ten pounds shall not separate from the fabric at a greater uniform rate than one inch per minute; the test piece to be cut in directions whatsoever.

B. A piece of rubber lining separated from the cotton cover and measuring one half ($\frac{1}{2}$) inch by six (6) inches shall stand the following tests; The rubber measuring two inches between the jaws of the testing machine shall show a tensile strength of not less than five hundred (500) pounds per square inch, and shall stretch to at least four times its original length before rupture; jaws to be separated at a rate of three (3) inches per minute.

C. The test piece when subjected to a stress of four hundred and fifty (450) pounds per square inch for ten minutes shall show a permanancy of not more than 50 per cent of its original length of two inches.

D. The rubber test piece shall stand 260 degrees F. dry heat for one hour without injury.

(7) The contractor in accepting this contract agrees with the City of San Diego that the hose which shall be delivered in pursuance of it, and ^{and} each every length, part and parcel thereof, shall well and sufficiently bear and stand for and during a full term of three years from the time the same shall be delivered to the City of San Diego, a pressure test of two hundred and fifty (250) pounds per square inch and the wear and tear and use thereof by the Fire Department of the said City of San Diego, its officers and men; it being agreed that such wear and tear shall include all damage to hose except that which may be determined by the Chief of the Fire Department of the City of San Diego to have been caused by acids or fire and in default of the fulfillments of these conditions, the contractor agrees to either replace the said hose, length for length, of the kind herein contracted for, or repair the same, at the option of and upon the demand in writing and without expense to the City of San Diego.

Before any payment shall be made for said hose one or more lengths shall be submitted to a laboratory test by the National Board of Underwriters. If such test shall show said hose to be in accordance with these specifications then the City of San Diego shall bear the expense therefor, but if said hose is found not to be in accordance with these specifications then in that event all expenses therefor shall be borne by the contractor, and retained by the City of San Diego from the deposit of the bidders.

All hose not in accordance with the above specifications will be rejected.

All hose to be delivered F. O. B. San Diego within sixty (60) days from the letting of this contract.

The City reserves the right to accept or reject any or all bids.

Hose delivered under these specifications will be subject, to the inspection and tests of the Chief of the San Diego Fire Department.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of EXECUTORY CONTRACT OF PURCHASE AND SALE between CITY OF SAN DIEGO, CALIFORNIA, and THE SEA-GRAVE COMPANY, Fire Apparatus, being Document No. 76117.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS, that we, WARREN FOUNDRY AND MACHINE COMPANY, a corporation organized and doing business under the laws of the State of New Jersey, as Principal, and NATIONAL SURETY COMPANY, a corporation, organized and doing business under the laws of the State of New York, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Thirteen Thousand Dollars (\$13,000.00), good and lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of June, A. D. 1914.

THE CONDITION of the above and foregoing obligation is such that,

WHEREAS, the said Principal is about to enter into a contract with the City of San Diego, copy of which contract is hereunto annexed, to furnish to the said City,-

8650 feet of 30 inch Class A cast iron water pipe

1764 feet of 30 inch Class B cast iron water pipe at Thirty-two and 50/100 Dollars (\$32.50) per ton of two thousand (2000) pounds, delivered f. o. b. cars, on switch, California and Fir Streets in the City of San Diego, California, and in accordance with the specifications for said pipe contained in Document No. 60623, filed March 25, 1913, in the office of the City Clerk of said City.

NOW THEREFORE, if the said Principal shall faithfully perform said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal and Surety have caused these presents to be executed by their proper officers thereunto duly authorized, this 2nd day of June, A. D. 1914.

WARREN FOUNDRY AND MACHINE COMPANY.
Principal.

By Wm. H. Hulick, President

(SEAL)

NATIONAL SURETY COMPANY,

Surety

By W. C. Armitage,

Vice President.

(SEAL) ATTEST:

Daniel C. Deasy,

Res. Asst. Secretary.

STATE OF NEW YORK,)
COUNTY OF NEW YORK,) ss.:

On this 2 day of June, 1914, before me personally appeared W. C. ARMITAGE Vice-President of the NATIONAL SURETY COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the County of New York, that he is the Vice-President of the NATIONAL SURETY COMPANY, the corporation described in and which executed the within instruments; that he knows the corporate seal of said Company; that the seal affixed to the within instrument is such corporate seal; that it was affixed by order of the Board of Directors of said Company, and that he signed said instrument as Vice-President of said Company by like authority and that the liabilities of said Company do not exceed its assets as determined by an audit of the Company's annual statement filed with the Superintendent of Insurance of the State of New York and certified to by said Superintendent, pursuant to section 2 of chapter 182 of the Laws of the State of New York for the year 1913, amending section 182 of chapter 33 of the laws of the State of New York for the year 1909 constituting chapter 28 of the Consolidated Laws of the State of New York. And said W. C. ARMITAGE

further said that he is acquainted with Daniel C. Deasy and knows him to be the Res. Ass't Secretary of said Company; that the signature of the said Daniel C. Deasy subscribed to the said instrument is in the genuine handwriting of the said Daniel C. Deasy ~~and the said instrument is in the genuine handwriting of the said Daniel C. Deasy~~ and was thereto subscribed by the like order of the said Board of Directors and in the presence of him, the said W. C. ARMITAGE Vice President.

(SEAL) H. E. Emmett
Registration of Notary stamped.

COPY OF BY-LAW.

BE IT REMEMBERED: That at a regular meeting of the Board of Directors of the NATIONAL SURETY COMPANY, duly called and held on the sixth day of February, 1912, a quorum being present, the following By-Law was adopted:

ARTICLE XIII.

Section 1. Signatures required--All bonds, recognizances, or contracts of idemnity, policies of insurance, and all other writings obligatory in the nature thereof, shall be signed by the President, a Vice-President, a Resident Vice-President, or Attorney-in-Fact, and shall have the seal of the Company affixed thereto, duly attested by the Secretary, an Assistant Secretary, or Resident Assistant Secretary. All Vice-Presidents and Resident Vice-Presidents shall each have authority to sign such instruments, whether the President be absent or incapacitated, or not, and the Assistant Secretaries and Resident Assistant Secretaries shall each have authority to seal and attest such instruments, whether the Secretary be absent or incapacitated, or not; and the Attorneys-in-Fact shall each have authority, in the discretion of such Attorneys-in-Fact, to affix to such instruments an impression of the Company's seal, whether the Secretary be absent or incapacitated, or not, or to attach the individual seal of the Attorney-in-Fact thereto, or to use the scroll of the Attorney-in-Fact, or a wafer, wax, or other similar adhesive substance affixed thereto, or a seal of paper or other similar substance affixed thereto by mucilage, or other adhesive substance, or use the word "SEAL" or the letters "L. S." opposite the signature of such Attorneys-in-Fact as the case may be.

STATE OF NEW YORK,)
) ss.:
COUNTY OF NEW YORK.)

I, Daniel C. Deasy Resident Assistant Secretary of the NATIONAL SURETY COMPANY, have compared the foregoing By-Law with the original thereof, as recorded in the Minute Book of said Company, and do certify that the same is a correct and true transcript therefrom, and of the whole of Article XIII, Section I of said original By-Law.

Given under my hand and seal of the Company in
the County of New York, this 2nd day of June, 1914.

(SEAL) Daniel C. Deasy,
Resident Asst. Secretary.

NATIONAL SURETY COMPANY, OF NEW YORK.

Financial Statement, March 31st, 1914.

WM. B. JOYCE, President. HUBERT J. HEWITT, Secretary.

ASSESTS.

Cash in Banks and Offices.....	\$ 612,906.80
Government, Municipal and other Bonds, and Stocks.....	5,559,189.32
Real Estate, Mortgages and Collateral Loans.....	212,339.26
Unpaid Premiums(excluding Premiums 90 days overdue).....	701,856.09
Accrued Interest and Accounts Receivable.....	234,519.43
TOTAL	\$7,320,810.90

LIABILITIES.

Unearned Premium Reserve.....	\$2,109,796.75
Reserve for Contingent Claims (Less Reinsurance).....	1,289,663.92
Contingent Reserve for Loss Expense.....	47,104.68
Anticipated Taxes and Unpaid Commissions (not due).....	164,764.67
Accounts Payable (not due).....	91,735.15
Dividend Declared Payable April 1st 1914.....	60,000.00
Capital Stock.....	2,000,000.00
Reserve Fund Voluntarily Created.....	57,745.73
Surplus.....	<u>1,500,000.00</u>
TOTAL,	<u>\$7,320,810.90</u>

STATE OF NEW YORK,)
COUNTY OF NEW YORK.) ss.:

Daniel C. Deasy, being duly sworn, says: That he is Assistant Secretary of the NATIONAL SURETY COMPANY, that said Company is a Corporation duly organized, existing, and engaged in business as a Surety by virtue of the Laws of the State of New York, and has duly complied with all the requirement of the Laws of said State and of the Laws of the State of California, applicable to said Company, and is duly qualified to act as Surety under such Laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of August 13, 1894, entitled, "An Act Relative to Recognizances, Stiuplations, Bonds and Undertakings, and To Allow Certain Corporations To be Accepted As Surety Thereon," as amended by the Act of Congress of March 23, 1910. The foregoing is a full, true and correct statement of the financial condition of said Company on the 31st day of March, 1914.

Sworn to before me this 2 day of June, 1914. Daniel C. Deasy.

H. C. Emmett

NOTARY PUBLIC FOR KINGS COUNTY NO. 3,
Certificate filed in New York County, No. 2, N
Nassau, Bronx, Queens, Richmond and Westchester Counties,
Kings County Register's Office No. _____
New York County Registers Office No. _____
Bronx County Register's Office No. _____

I hereby approve the form of the within Bond, this 24th day of June, 1914.

T. B. Cosgrove,
City Attorney.

By _____
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22nd day of June, 1914.

Herbert R. Fay
O. M. Schmidt
H. N. Manney
P. J. Benbough
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

THIS AGREEMENT, made and entered into this 22nd day of June, A. D. 1914, by and between the WARREN FOUNDRY AND MACHINE COMPANY, a corporation organized and doing business under and by virtue of the laws of the State of New Jersey, party of the first part, and hereinafter sometimes called the Vendor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, party of the second part and hereinafter sometimes called the Vendee, WITNESSETH:

For that whereas, said Vendee is desirous of purchasing from the said Vendor, and the said Vendor is desirous of selling to the said Vendee, certain amounts of cast iron water pipe hereinafter specified; and

Whereas, both parties to this agreement are desirous of commencing the performance of the obligations of a contract of purchase and sale for said cast iron pipe at the earliest possible moment, and of completing the obligations of said contract in the month of January, 1915; and

Whereas, a mutual agreement and understanding now exists between the parties to this agreement whereby the payment to be made under the terms of this contract shall not fall due and become payable, neither shall said contract nor the obligations thereof be consummated until January 15, 1915; Now therefore,

In consideration of the mutual covenants and agreements in this contract hereinafter undertaken, and the faithful performance by each party of the obligations by it incurred, said parties to this agreement contract and agree as follows:

1. The Warren Foundry and Machine Company, a corporation, Vendor herein, hereby agrees and undertakes with the City of San Diego, the Vendee herein, to furnish and deliver to said Vendee f. o. b. cars, on switch, California and Fir Streets, in the City of San Diego, California, the following cast iron water pipe:

8650 feet of 30 inch Class A cast iron water pipe

1764 feet of 30 inch Class B cast iron water pipe.

All of said 8650 feet of 30 inch Class A cast iron water pipe to be delivered in said City of San Diego at the earliest possible moment consistent with the present facilities and business obligations of the Vendor, but in any event to be delivered in said City within a time not to exceed sixty days from the date of the execution of this instrument, unavoidable accident, act of God, or the public enemy, excepted. All of said 1764 feet of 30 inch Class B cast iron water pipe to be delivered in said City of San Diego at such time on or before the 15th day of January, 1915 as is best suited to the pleasure of the Vendor.

2. The Vendor agrees that said cast iron water pipe to be furnished as above specified shall conform in each and every particular to the specifications for cast iron water pipe as set forth and contained in Document No. 60623, filed March 25, 1913, in the office of the City Clerk of said City, which said document is, by reference thereto, made a part hereof and incorporated herein as though in every detail and particular fully set forth in this paragraph.

3. The said Vendor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 60623, as the same may be interpreted in case of dispute or question by the Common Council of the City of San Diego. Said Vendor further undertakes and agrees that no pipe specified in this contract shall be shipped pursuant to the terms hereof until said pipe has been inspected and accepted by an inspector or agent of said City of San Diego, all as provided on page 7, section 17 of said Document No. 60623.

4. And said City of San Diego, the Vendee herein, in consideration of the faithful performance by said Vendor of each, every and all of said agreements and covenants on the

part of the said Vendor herein contained, agrees to and will pay to the said Vendor the price of Thirty-two and 50/100 Dollars (\$32.50) per ton of 2000 pounds, for each and every ton of cast iron water pipe of the dimensions in this contract specified, and in the amounts herein specified, that said Vendor shall deliver pursuant to the agreements herein contained, f. o. b. cars, on switch, California and Fir Streets in the City of San Diego, California. Said payment of Thirty-two and 50/100 Dollars (\$32.50) per ton to be made by said Vendee to said Vendor on January 15, 1915.

5. It is further mutually agreed and understood between the parties to this agreement that the title to said cast iron water pipe shall remain in said Vendor until the delivery of the last amount of pipe in this contract specified, and until the same has, by said City, been accepted and received and the price therefor paid to said Vendor, and until the 15th day of January, 1915. It being the understanding of the parties hereto that the obligation of said City to pay for said pipe shall not accrue until January 15, 1915, that until that time the title to said pipe shall remain in the Vendor, and upon the failure of said City to make the payment provided for in said contract, at the time above specified, then and in that instance, said Vendor shall have the right to take possession of and in any manner that he may see fit, to dispose of all the pipe delivered under the terms of this contract.

IN WITNESS WHEREOF, the said Vendor has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, and a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, and its official seal has been hereunto affixed by the City Clerk thereof, the day and year first hereinabove written.

WARREN FOUNDRY AND MACHINE COMPANY.

BY Wm. H. Hulick, President

(SEAL)

THE CITY OF SAN DIEGO.

Herbert R. Fay,

O. M. Schmidt,

H. N. Manney

P. J. Benbough

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I Hereby approve the form of the foregoing Executory Contract of purchase and sale.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA, and WARREN FOUNDRY & MACHINE COMPANY FOR Class A and Class B Cast Iron Water Pipe, being Document No. 78130.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

AGREEMENT.

THIS AGREEMENT, made and entered into this 22nd day of July, 1914, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and the DOOR OF HOPE, a corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter called the

Lessee, WITNESSETH:

That the said Lessor does, by these presents, lease, demise and let unto the said Lessee the following described property:

The southeast quarter of the northwest quarter of Pueblo Lot 206 of the Pueblo Lands of the City of San Diego, in the County of San Diego, State of California, according to the map thereof made by James Pascoe in the year 1870, and more particularly described as follows, to-wit:

Commencing at the southwesterly corner of said southeast quarter of the ^{Northwest}~~Southwest~~ quarter of Pueblo Lot 206; thence south 53° 56' east along the southerly line of the northerly one-half of said Pueblo Lot 206, 660 feet to the southeasterly corner of said southeast quarter of the northwest quarter; thence north 36° 04' east 660 feet to the northerly corner of said southeast quarter of the northwest quarter; thence north 53° 56' west 660 feet to the easterly line of De Puys' Addition; thence south 36° 04' west 660 feet to the place of beginning.

For a term of ten (10) years from and after the 1st day of August, 1914, at a rental of Ten Dollars (\$10.00) per year, for each and every year of said term.

And it is hereby agreed, that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for the said Lessor to reenter the said premises and to remove all persons therefrom.

And it is hereby mutually agreed, that if said Lessor shall at any time during said term, serve upon the said Lessee, a notice in writing, notifying said Lessee of the Lessor's intent to determine this lease, then this lease shall wholly cease and determine from the time of such service, in like manner, to all intents whatever, as if said term of ten years were fully completed and ended. Provided, said Lessee shall have thirty days time after said service to remove from said premises.

And the said Lessee does hereby covenant, promise and agree that the said property shall be used only for the erection and maintenance thereon of a home for unfortunate and needy women, and girls, and the said Lessee promises and agrees to pay the said rent as above specified. And that at the expiration of said term the said Lessee will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damages by the elements excepted). And the said Lessor, does hereby covenant and agree that the said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

And it is mutually understood and agreed by and between the parties hereto that this lease is granted upon the following express condition:

That the said Lessee raise and provide the sum of Five Thousand Dollars (\$5000.00) on or before the 1st day of August, 1915, for the purpose of erecting and maintaining a building or buildings to be used as a home for unfortunate and needy women and girls, and in case of the failure of said Lessee to provide and raise the said sum of Five Thousand Dollars (\$5000.00) on or before the said 1st day of August, 1915, this lease and the terms herein contained shall cease, determine and be utterly void, anything herein contained to the contrary notwithstanding.

IN WITNESS WHEREOF, a majority of the members of the Common Council, as and for the act of the City of San Diego, Lessor herein, have hereunto set their hands, and the Door of Hope has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers the day and year first above written.

E. D. J.
Deputy
City Clerk
auth
J. B. Cosgrove

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

THE DOOR OF HOPE

M. Ethel Armstrong, Prest.

Lula E. Van Winkle, Secretary.

(SEAL)

I hereby approve the form ~~of the form~~ of the within Agreement of Lease this 29th day of May, 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

STATE OF CALIFORNIA,)
) SS.
COUNTY OF SAN DIEGO.)

On this 11th day of August, A. D., 1914 before me, Roy F. Bleifuss a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared M. Ethel Armstrong known to me to be the President and Lula E. Van Winkle known to me to be the Secretary of the Door of Hope Association of San Diego No. 77 the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Roy F. Bleifuss,

(SEAL)

Notary Public in and for said County and State.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and DOOR OF HOPE, portion of Pl L. 206, being Document No. 77287.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

A G R E E M E N T.

THIS AGREEMENT, Made and entered into this 24th day of June, 1914, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, by its Common Council, hereinafter called the City, and J. M. Padgett, of the City of San Diego, State of California, sometimes hereinafter called the second party;

W I T N E S S E T H :

That for and in consideration of the covenants and agreements hereinafter contained on the part of said Padgett, to be kept and performed, and the mutual covenants and agreements herein expressed and contained, the said City and the said Padgett hereby agree, contract and covenant with each other as follows:

The said city hereby covenants and undertakes to and with said Padgett to permit and

allow the said Padgett to place, install and maintain certain public drinking fountains, devices and receptacles for the distribution of drinking water, together with devices and appliances for the furnishing of sanitary drinking cups or receptacles, in and upon the streets, sidewalks, public ways and places of and in the City of San Diego, for a term or period of Twenty-five (25) years from the date hereof, upon certain conditions hereinafter set forth, which said conditions and agreements are hereby agreed to and accepted by the said Padgett; and it is understood by the said Padgett that said permission is by this contract granted only upon such conditions.

Permission is hereby granted by the said City to said Padgett to maintain such public drinking fountains, devices and receptacles for the distribution of drinking water, together with devices and appliances for the furnishing of sanitary drinking cups or receptacles, at such places in and upon the streets, sidewalks, public ways and places in and of the City of San Diego as may be designated by the Superintendent of the Department of Streets and Public Buildings of the City of San Diego, the Common Council of the City of San Diego or such other person or body as shall hereafter have the power or authority to make such designation as is now vested in the Superintendent of the Department of Streets and Public Buildings and the said Common Council, and upon no other places.

Permission shall be granted to said Padgett to excavate under streets and sidewalks for the installation of receptacles for ice and cooling coils, and for the purpose of tapping and connecting with service pipes or water mains, sewer laterals, storm drains or other sewer mains and all other connections necessary for the installation and maintenance of the fountains, devices and appliances hereinbefore and hereinafter mentioned, provided that connections with all city water pipes shall be made, and proper valves installed thereat, only by the city water department, to be charged against said Padgett at the actual cost thereof.

No permit shall be issued to install any such fountain, appliance or device until there shall have been filed with said City the written consent of the owner or lessee in front of whose premises such fountain or device is to be located, together with plans and specifications of all excavations to be made.

(A.H.W.) No fountain shall be located in line with intersecting streets, within ^{twenty-five (25)} ~~ten (10)~~ feet of any fire hydrant, nor within six (6) inches from the outer line of the street curb, nor more than thirty (30) inches within said outer line of the street curb; all such installations to be subject to the direction of said city.

Each fountain, device or appliance so installed shall be of neat design, substantial and workmanlike in appearance, and all to the approval of said City.

Each fountain must be constructed in conformity with the State and City laws governing sanitation, and must be approved by the plumbing inspector and the City Board of Health; all paving must be replaced in as good condition as before excavation and maintained in good condition thereafter, and each fountain, appliance or device kept in clean and sanitary condition and in good working order.

All water for such fountains, devices or appliances shall be furnished free of all cost to said Padgett from the water mains of said City.

All such fountains, devices and appliances shall be provided with a device or devices whereby any person may obtain a drink of City water free and without cost to him and without inconvenience or embarrassment to such person. All such fountains, devices and appliances may be further equipped and provided with a device or devices whereby any person may obtain a drink of ice water at the cost to each of such persons of not to exceed one cent.

Each of said devices or appliances for the furnishing of sanitary drinking cups or receptacles may be so equipped and constructed that any person may obtain therefrom one such sanitary drinking cup or receptacle at the cost not to exceed one cent per cup or receptacle.

IT IS FURTHER AGREED that no change shall be made by any city official, officer or employee for any permit, connection or inspection incident to the installation or maintenance of such fountains, devices and appliances, and no cost shall accrue to or against said Padgett on account thereof. The said City expressly reserves the right to acquire the ownership of all such fountains, devices and appliances at any time hereafter, by paying to said Padgett the physical value thereof, such value to be determined by arbitration.

The breach by said Padgett of any term or condition of this contract, which shall remain uncorrected and unremedied for ten (10) days after written notice thereof to said Padgett, shall work an immediate termination of this contract or agreement and of all rights or privileges of said Padgett thereunder.

This agreement and all the conditions and provisions thereof shall run to and be binding upon the representatives, heirs, successors and assigns of the said parties.

This permission is granted upon the further express condition that it shall not be operative until the said Padgett shall have furnished such bond for the faithful performance of this contract as may be approved by the City Attorney of said City, of San Diego, or by the Common Council of said City, in the sum of \$500.00, such bond to be conditioned so as to indemnify said city against any loss or damage accruing to it by reason of any leak in any of said drinking fountains or devices connected therewith.

IN WITNESS WHEREOF, the majority of the members of the Common Council of the City of San Diego, have hereunto set their hands, on behalf of said City, in pursuance of the resolution duly adopted by said Common Council and authorizing such execution on the part of said City, and said J. M. Padgett has hereunto set his hand, said parties thereby causing these presents to be duly executed, the day and year first herein above written.

CITY OF SAN DIEGO.

Herbert R. Fay,

O. M. Schmidt,

H. N. Manney,

P. J. Benbough,

D. K. Adams,

Members of the Common Council.

J. M. Padgett

(SEAL) ATTEST: Allen H. Wright,

City Clerk.

By W. E. Bartlett Deputy.

I hereby approve the form of the foregoing Contract this 22nd day of June, A. D. 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT-- between CITY OF SAN DIEGO, CALIFORNIA and J. M. PADGETT, install drinking fountains, being Document No. 78161.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS: That we, J. M. PADGETT, as principal, and L. D. Padgett, Max Baranov, as sureties, are held and firmly bound unto the City of San Diego in the sum of Five Hundred (\$500.00) Dollars, lawful money of the United States of America, for the payment

of which well and truly to be made we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 17th day of July, A. D., 1914.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH That whereas on the 24th day of June, 1914, said J. M. Padgett entered into a certain written contract with the City of San Diego to install and maintain certain public drinking fountains, devices and receptacles for the distribution of drinking water, together with devices and appliances for the furnishing of sanitary drinking cups or receptacles, in and upon the streets, sidewalks, public ways and places of and in the City of San Diego, for a term or period of Twenty-five (25) years from the date thereof, upon certain conditions in the said contract set out;

NOW, THEREFORE, if the said J. M. Padgett shall faithfully perform the said contract and comply with and carry out the terms thereof, then this obligation shall be void, otherwise to remain in full force and effect.

J. M. Padgett,

Principal.

L. D. Padgett

Max Baranov
Sureties.

STATE OF CALIFORNIA,) ss.
COUNTY OF SAN DIEGO.)

L. D. Padgett and Max Baranov, the sureties named in the above bond, being duly sworn, each for himself, says that he is a resident and free holder within the said State, and is worth the said sum of Five Hundred (\$500.00) Dollars over and above all his debts and liabilities, exclusive of property exempt from execution.

L. D. Padgett

Max Baranov

Subscribed and sworn to before me

this 17th day of July, A. D. 1914.

Lane D. Webber,

Notary Public in and for the County of San Diego,

(SEAL)

State of California.

I hereby approve the form of the within Bond, this 21st day of July, 1914.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of August, 1914.

O. M. Schmidt,

P. J. Benbough,

D. K. Adams,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders,

Deputy.

7/27 Bond insufficient L. D. Padgett not being on the assessment roll.

O. M. Schmidt, Supt.

8/8/14 Bond satisfactory L. D. Padgett now being on City Assessment roll.

O. M. Schmidt, Supt.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

BOND---J. M. PADGETT for installing drinking fountains etc. being DOCUMENT No. 79580.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MENBY THESE PRESENTS, that we, SMITH, EMERY AND COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal and National Surety Company a corporation organized and existing under and by virtue of the laws of New York, as Surety, are jointly and severally bound unto the City of San Diego, a municipal corporation, in the County of San Diego, State of California, in the sum of One Thousand Dollars (\$1000.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of July, A. D. 1914.

The condition of the above and foregoing obligation is such that,

Whereas, the said Principal has entered into a contract with the said City of San Diego to inspect all cast iron water pipe purchased by said City, during the period of time beginning with the first day of June, 1914 and ending with the first day of June, 1915, copy of which contract is hereto annexed;

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused these presents to be executed and their corporate seals to be hereunto attached by their proper officers thereunto duly authorized this 20th day of July, A. D. 1914.

SMITH, EMERY AND COMPANY

By E. O. Slater

Attest:

NATIONAL SURETY COMPANY

By H. F. Stewart

Resident Vice-President

H. Everett Charlton

Resident Assistant Secretary

General Office for So. California,

264-5-6 I. W. Hellman Bldg.

Los Angeles, California

CHAS. SEYLER, Jr., General Agent

(SEAL)

State of California,) ss.
County of Los Angeles)

On this 20th day of July, in the year nineteen hundred and fourteen, A. D. before me, Charles L. Schneider, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. O. Slater, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

(SEAL)

Charles L. Schneider,

Notary Public in and for Los Angeles County,
State of California.

I hereby approve the form of the within Bond, this 21st day of July, 1914.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 22nd day of July, 1914.

Herbert R. Fay,

O. M. Schmidt,

H. N. Manney

P. J. Benbough,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

C O N T R A C T.

THIS AGREEMENT, made and entered into this 24th day of June, A. D. 1914, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, by a majority of its Common Council, hereinafter sometimes designated as the City, and Smith, Emery and Company, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be kept and performed, and the sums of money hereinafter designated to be paid to said Contractor by the said City, the said Contractor hereby covenants and agrees to and with the said City to inspect for said City all cast iron water pipe purchased by said City during the period of time beginning the first day of June, 1914, and ending and expiring upon the first day of June, 1915.

Said Contractor hereby agrees to carefully inspect the said pipe and to see that it conforms in every particular to the specifications for cast iron water pipe for the Department of Water of the City of San Diego, a copy of which said specifications is on file in the office of the City Clerk of the City of San Diego, and marked Document No. 60623.

Said Contractor agrees to have an inspector at any foundry or foundries where cast iron water pipe purchased by said City shall be cast or manufactured, and to have said inspector at said foundry or foundries at the time that said pipe is cast or manufactured.

Said Contractor agrees to furnish the inspection of said pipe so purchased by said City at and for the rate of fifteen cents (15¢) per ton, of 2000 pounds, excepting at foundries where said Contractor does not maintain an inspector, in which instance an additional allowance shall be made for an expense account of the inspector, same to be agreed upon by the Superintendent of the Department of Water and the Contractor herein.

The said City, in consideration of the faithful performance by said Contractor of each every and all of the agreements and covenants on the part of said Contractor herein undertaken by it to be performed, will pay said Contractor, in warrants drawn upon the City Treasury of the City of San Diego, the sum of fifteen cents (15¢) for each ton of said water pipe inspected; said payments to be made monthly on the amount of water pipe inspected, including both pipe inspected and rejected, and reported by said Contractor.

IN WITNESS WHEREOF, the City of San Diego has caused these presents to be executed by a majority of the members of the Common Council of said City in pursuance of a resolution

duly adopted authorizing such execution, and the said Contractor has caused these presents to be executed by its proper officers, and its corporate seal hereunto annexed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay,

O. M. Schmidt,

H. N. Manney,

P. J. Benbough,

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

SMITH, EMERY AND COMPANY

By E. O. Slater

State of California,)
County of Los Angeles.) ss.

On this 20th day of July, in the year nineteen hundred and fourteen, A. D., before me, Charles L. Schneider, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. O. Slater personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.

Charles L. Schneider,

Notary Public in and for Los Angeles County,

(SEAL)

State of California.

I hereby approve the form of the foregoing contract, this 21st day of July, A. D. 1914.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA and SMITH, EMERY & COMPANY, inspection of all Cast Iron Water Pipe between June 1st, 1914 and June 1st, 1915., being Document No. 78225.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, THE GAMEWELL FIRE-ALARM TELEGRAPH COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation, in the sum of Fifteen Hundred Dollars (\$1500.00), lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of July, 1914.

The condition of the above obligation is such that, whereas, the said Principal, on the 24th day of June, A. D. 1914, entered into the annexed contract with the City of San Diego to furnish and deliver to said City certain fire-alarm telegraph equipment consisting of one 10 circuit automatic storage battery controlling switch board, twelve positive non-interfering and successive fire alarm signal boxes, one standard 10 circuit automatic positive non-interfering repeater, in accordance with the specifications filed June 10, 1914, in the office of the City Clerk of said City, and marked Document No. 77693 and endorsed "Specifications for fire-alarm boxes, automatic switch board, automatic repeater for use of Fire Department City of San Diego", copies of which are attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said specifications for a particular description of the work to be done.

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed and its corporate seal to be hereunto attached by its proper officers thereunto duly authorized, ~~and the said Surety has caused this bond to be executed and its corporate seal to be hereunto attached, by its proper officers thereunto duly authorized,~~ and the said Surety has caused this bond to be executed and its corporate seal to be hereunto attached, by its proper officers thereunto duly authorized, this 1st day of July, 1914.

THE GAMEWELL FIRE-ALARM TELEGRAPH COMPANY.

By A. J. Coffee,
Gen'l. Ag't.,

AMERICAN SURETY COMPANY OF NEW YORK

By H. J. Douglas
Resident Vice President

(SEAL) ATTEST: V. H. Galloway,
Resident Assistant Secretary.

I hereby approve the form of the within Bond, this 10th day of July, 1914.

T. B. Cosgrove,
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 6th day of July, 1914.

Herbert R. Fay
O. M. Schmidt
H. N. Manney
P. J. Benbough
D. K. Adams,
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

By Hugh A. Sanders,
Deputy.

EXECUTORY CONTRACT OF PURCHASE AND SALE.

THIS INDENTURE OF AGREEMENT, made and entered into at the City of San Diego, in the State of California, this 24th day of June, 1914, by and between THE GAMEWELL FIRE-ALARM TELEGRAPH COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, and having its principal place of business and executive office in

the City of New York, and hereinafter sometimes known as the Vendor, the party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and hereinafter sometimes known as the Vendee, the party of the second part, WITNESSETH:

FOR THAT WHEREAS, Article XI, Section 18, of the Constitution of the State of California provides in part as follows:

"Restrictions on Power to Incur Indebtedness.

Section 18. No city shall incur any indebtedness or liability in any manner, or for any purpose, exceeding in any year the income and revenue provided for such year, without the assent of two-thirds of the qualified electors thereof, voting at an election to be held for that purpose, nor unless before at the time of incurring such indebtedness, provision shall be made for the collection of an annual tax sufficient to pay the interest on such indebtedness as it falls due, etc. Any indebtedness or liability incurred contrary to this provision, with the exceptions hereinbefore recited, shall be void." And

WHEREAS, Article II, Chapter II, Section 11 of the Charter of the City of San Diego provides in part as follows:

"No expenditure, debt or liability shall be made, contracted or incurred during any fiscal year that cannot be paid out of the revenues provided for such fiscal year. All contracts, indebtedness or liabilities incurred contrary to the provisions of this section shall be void, and shall not be paid out of the treasury or constitute or be the foundation of any claim, demand or liability, legal or equitable, against said indebtedness. The words 'expenditure', 'indebtedness', and 'liability' herein used shall include official salaries and the pay of all employees of said city, or of its departments". And

WHEREAS, the case of McBean v City of Fresno, 112 Cal. 159 seems to hold that a municipality has the power to make a contract for the payment of moneys in future and out of revenues derived from tax levies in future years, in certain cases and under certain conditions, despite the constitutional and charter provisions heretofore mentioned; and

WHEREAS, the Vendor herein is engaged in the manufacture and sale of fire-alarm telegraph equipment and apparatus; and

WHEREAS, the Vendee herein is a municipal corporation of the State of California of the second and a half class, and in immediate need of additional fire-alarm telegraph equipment and apparatus, and in particular of the fire-alarm telegraph equipment and apparatus hereinafter mentioned, and which is the subject of this contract; and

WHEREAS, the necessity for such equipment is so urgent, and the funds on hand in the City Treasury available for the purchase of the same are not sufficient to allow the said Vendee to pay for said equipment at this time; and

WHEREAS, in view of the foregoing facts, it is the intention of the parties hereto to enter into a contract providing for future annual payments wherein and whereby no present indebtedness is incurred at this time, and no future indebtedness is incurred during any one particular year other than the particular sum or sums payable at the particular times in this contract hereinafter mentioned and set forth, the intention of the parties being to comply in all particulars with the spirit and the letter of the above cited provisions from the City Charter and the State Constitution; and the tenor and purport of the above cited decision from the Supreme Court of the State of California, NOW THEREFORE,

In consideration of the covenants and agreements hereinafter contained on the part of said City to be kept and performed, and the sums of money hereinafter designated to be paid to said Vendor by said Vendee, said Vendor hereby covenants and undertakes to and with said

City to furnish and deliver to said City certain fire-alarm telegraph equipment consisting of one 10 circuit automatic storage battery controlling switch board, twelve positive non-interfering and successive fire alarm signal boxes, one standard 10 circuit automatic positive non-interfering repeater, in accordance with the specifications filed June 10, 1914, in the office of the City Clerk of said City, and marked Document No. 77693 and endorsed "Specifications for fire-alarm boxes, automatic switch board, automatic repeater for use of Fire Department City of San Diego", copy of said specifications being hereto attached, made a part hereof and by reference incorporated herein, and marked "Exhibit A".

Said Vendor further agrees that it will be bound by each and every part of said specifications as the same may be interpreted by P. J. Benbough, Superintendent of the Department of Fire and Sewers of said City, unless an appeal shall be taken to the Common Council of said City, in which case, said Vendor agrees to be bound by the interpretation placed upon each such specification by said Common Council.

It is further understood and agreed by and between the parties hereto that the Vendor, without charge, shall make good to said Vendee at any time within three years after the delivery of said fire-alarm telegraph equipment, any inherent defect, either in material or workmanship, or of any part of said equipment. But said Vendor shall not be held responsible for work done, apparatus furnished, or repairs made by others, except with the written consent of said Vendor.

It is further understood and agreed that the ownership of all equipment specified herein shall remain with the said The Gamewell Fire-Alarm Telegraph Company, a corporation, until all payments shall have been made in accordance with the terms of this contract. Also, in the event of any payments not being made in accordance with said terms, The Gamewell Fire-Alarm Telegraph Company, after due notice of default, shall have the power to remove any or all of said equipment.

It is further understood and agreed that the Vendor shall, at its own expense, defend any and all suits or proceedings that may be instituted by any party against the City for infringement or alleged infringements of any patent or patents relating to the equipment furnished under this contract; provided such infringement or alleged infringement shall consist in the use of said equipment or parts thereof in the regular course of the City's business; and provided that the City shall have made all payments then due therefor, and gives to the Vendor immediate notice, in writing, of the institution of such suit or suits, or proceedings, and permits the Vendor, through its Attorney, to defend the same, and gives all needed information, assistance and authority to enable the Vendor so to do, and thereupon in case of a final award of damages in said suit, the Vendor will pay such award; but, the Vendor shall not be responsible for any compromise made without its written consent, nor shall it be bound to defend any suit or to pay any damages therein, when the same shall arise by reason of the use of any parts not furnished by the Vendor under this contract.

It is further understood and agreed that in consideration of the foregoing, said City covenants not to violate or infringe any of the United States Letters Patent relating to any of the apparatus herein specified, or controlled by the Vendor, under which the Vendor has the right to manufacture or sell any of such apparatus.

It is further understood and agreed that the Vendor will not be held responsible or liable for any loss, damage or delay in the completion of this contract, caused by strikes, fires, delay of common carriers, or the act of God. The receipt of the apparatus by the City shall constitute a waiver of any claim for loss or damage due to delay. The Vendor hereby undertakes and agrees to furnish and deliver the fire-alarm telegraph equipment herein

specified f. o. b. Newton Upper Falls, State of Massachusetts, within 120 days after June 1, 1914.

It is further understood and agreed by and between the parties hereto that the sum of Five Thousand Seven Hundred and Six and 20/100 Dollars (\$5706.20) shall be paid to the order of the Treasurer of said The Gamewell Fire-Alarm Telegraph Company for said equipment herein specified, and that said sum of \$5706.20 shall be paid in thirty-six (36) equal monthly installments of One Hundred Fifty-eight and 50/100 Dollars (\$158.50) each, and that the first of said monthly installments shall be paid upon the fifth day of the month next following the delivery and acceptance of the equipment herein specified, and that the monthly installments shall be made upon the fifth day of each month thereafter for a period of thirty-five (35) months, or until the entire sum of \$5706.20 shall have been paid.

IN WITNESS WHEREOF, the City of San Diego has caused these presents to be executed by a majority of the members of the Common Council of said City in pursuance of a resolution duly adopted authorizing such execution, and said Vendor has caused these presents to be executed by its proper officers, and its corporate seal to be hereto affixed the day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

THE GAMEWELL FIRE-ALARM TELEGRAPH COMPANY

By A. F. Brown,

Agent

I hereby approve the form of the foregoing Contract this 10th day of July, A. D. 1914.

T. B. Cosgrove,

City Attorney.

EXHIBIT A.

AUTOMATIC STORAGE BATTERY CONTROLLING SWITCHBOARD.

There shall be one 10-circuit storage battery controlling switchboard.

The switchboard shall be made of the best quality of slate, which shall test free of any foreign material. Said slate shall be not less than one inch thick, and be treated with a water-proof insulating mixture in the best known manner.

The switchboard shall be encased in a cabinet of suitable design and finish, and provided with all necessary apparatus and devices for operating 10 separate and distinct circuits with facilities for putting all circuits in series. The functions of the board shall be as follows:

Adaptability to utilize direct currents of 110, 220 and 500 volt potential; capability to vary the rate of charging from 3/10 to 3/4 of an ampere for each circuit; flexibility of circuits to be connected in many combinations of series, multiple series and parallel; prevention of discharge of batteries into the charging circuit or into each other; prevention of reverse charging of any battery; simultaneous reading of voltage and amperage of either the charging or working circuits; prevention of charging over a maximum rate or charging under a minimum rate for which the board may be set; adjustability of charging rate; shift-

ing of batteries from charging to working or vice versa by a single operation; ability to resume charging automatically after any temporary interruption, not operating the tripper.

For proper performance of the above mentioned functions, the switchboard shall have the following apparatus and devices:

A pair of knife switches for controlling the charging circuit of 15 ampere capacity and of 500 volt aperture, so mounted that when it swings downward it shall open the charging circuit. The blades of said switches shall be of phosphor bronze and not less than 1/8 of an inch thick, the pivot posts and contact posts being of hard drawn spring copper not less than 1/2 inch in diameter, and so slotted as to allow the blades to enter with good rubbing contact; the tie-bar shall be of substantial size and the handle shall be of mottled rubber. the entire knife switch shall be strong, well finished and of good workmanship.

There shall be a pair of enclosed plug fuses of proper capacity corresponding to the charging capacity of the switchboard, both sides of the charging current passing through said fuses before reaching the contact posts of charging knife switches.

There shall be a charging rate regulator to prevent the batteries from being charged at either higher or lower rate than the one to which the board may be set. Said regulator shall be simple, efficient and well finished, requiring only a single operation to change the board from one rate to another. The regulator shall be provided with index and pointer.

There shall be a set of switches for controlling the circuits to connect them in series, multiple series or in parallel with each other, and indicators shall be provided near each switch to indicate how each and every circuit is connected in relation to others.

There shall be a charging current regulating rheostat for each circuit, having a total resistance of not less than 300 ohms, and carrying capacity of not less than 3/4 ampere, controlled by not less than seven steps.

There shall be a set of cutout and polarrelays, to control the charging contacts of all the batteries in relation to the charging circuit and its polarity, respectively. Each charging battery shall have two phosphor bronze contact springs, one for positive and one for negative terminal of each battery. The operation of the cutout relay armature shall connect the charging current to the battery terminals or disconnect them, as may be required, and the polar relay armature shall control the polarity and prevent the charging current from entering the batteries in a reverse direction. The magnets and armatures of both relays and all contact springs shall be mounted upon one metallic frame so as to keep reliable and correct relation of their working parts. The frame and all metallic parts shall be properly insulated from current carrying parts. All parts and spectacles shall be of composition bronze, artistic in shape and highly finished. All magnet spools shall be covered with bronzed tubing. The relays, armatures and contact springs shall be mounted in front of the board, and easily accessible. Said relay armatures shall be so adjusted that overcharging, undercharging, reverse charging and failure of the charging current will cause instant opening of all the battery terminals, thereby preventing any discharge of any of the charging batteries either into the charging circuit or into each other. All the spools of said relays shall be covered with bronzed metallic tubes to protect them from injury.

Each working circuit shall be provided with two line fuses of half ampere capacity to prevent injury to the apparatus from excessive foreign current or through accidental short circuiting of the lines. Said fuses may be within glass tubes or covered by glass surrounded by a bezel.

There shall be a Weston round pattern armeter of one ampere range, and a round pattern side or center-plate 150 volt range volt-meter, both of which shall be fitted into re-

cesses in the board and bordered with handsome bezels.

There shall be one combined lightning arrester and line terminal for each circuit, consisting of five brass plates so arranged as to provide facilities for disconnecting the outside line from the office, or connecting either side of circuits to ground.

There shall be facilities for connecting the volt-meter for battery voltage measurement or ground testing purposes, the switches performing their functions to carry a pointer over an index plate indicating the position and function for which the instrument is connected.

There shall be facilities for putting the board in condition to work with any of the following three voltages; namely, 110, 220 and 500; the switches performing these functions to carry a pointer over an index plate indicating the position and voltage for which the board is connected.

There shall be a centro-pose ground testing switch with connections to right and left side of lines, respectively, arranged on each side of the normal position of testing arm in semi-circular manner, and numbered according to their respective circuits. After each action of the arm, either right or left for testing purposes, said arm shall automatically return to normal position.

Each charging circuit and each working circuit shall be provided with a jack spring or an entrance place to said circuits where an ammeter and voltmeter may be cut in without interrupting the current for simultaneous reading of current and voltage, said jack springs or entrance places being simple, strong and artistic in construction.

The board shall have a jack plug or proper terminal device which can be connected to the terminals of any ammeter and voltmeter besides the switchboard instruments, so they can be used to read current and voltage simultaneously to compare with the switchboard instruments.

Each Working circuit shall have a line rheostat of nine steps, each step having 20 ohms resistance; said resistance to be fire proof and to have carrying capacity of one-half ampere.

There shall be a set of switches to cut the repeater into working circuit, one to cut out either the entire repeater or any desired number of circuits without causing any action on any of the signaling apparatus. With said switches the circuits can be put in series or left independent as may be desired.

There shall be a gang-rod mechanically connecting all the battery switches so as to connect the newly charged batteries into their respective working circuits and to remove the discharged batteries simultaneously by one movement without disturbing or opening any circuit, and to place all the discharged batteries into the charging circuit with the same operation.

A decorated cast bronze indicator shall be provided to indicate which battery is being charged; i. e. "A" or "B". The gang-bar shall be operated by a crank arm, rack and pinion. The crank arm shall be decorated bronze with mottled rubber handle.

Each battery of each circuit shall be connected to a pair of two step switches for the purpose of connecting to or disconnecting from the working or charging circuits, respectively, as may be desired, without affecting the other batteries charging.

There shall be mounted on this board, terminals which shall be so wired as to be capable of co-operation with a time-limiting device which shall control the actual length of time the board is charging, regardless of total lapse of time. The board shall be so wired that the absence of this device shall not interfere with any of the operations or functions of the board.

All the apparatus above described for the functions mentioned shall be of first class

workmanship, well proportioned and durable.

The wiring on the back of the board shall be neatly bunched and distributed to the various instruments and devices on the board.

The wires shall consist of No. 14 B & S gauge solid copper conductors, highly insulated with an approved rubber compound containing not less than 30% by weight of pure Para rubber, no soft or reclaimed rubber being used. This wire shall be used for all purposes on the board except where space will not permit wire of this size being used; in such cases smaller gauges of wire shall be furnished, the insulation on all wire being equal to that described above.

All wiring and construction shall be in accordance with the requirements of the National Board of Fire Underwriters.

FIRE ALARM BOXES.

There shall be 12 latest improved positive non-interfering and successive fire alarm boxes.

These boxes shall be so arranged that should two or more boxes on any circuit, or in any part of the system be operated at the same instant and open the circuit simultaneously, one box will be automatically selected to transmit a complete signal of four rounds without any confusion or interference, indicating its exact location over all the circuits and on all alarm bells, whistles, indicators or other alarm or recording apparatus connected with the system.

The boxes (or box) pulled simultaneously with the box automatically selected to transmit its signal, after the first box has completed its signal, will take the circuit one after the other and transmit a full and complete signal of four rounds each. Should one or more boxes be operated while a box is transmitting its signal, each box so operated shall not interfere in any way with the first box operated, but the signals will be properly transmitted after the first box has finished sending its alarm, provided, however, should an excessive number of boxes be pulled at the same time, not more than four boxes shall send in their alarms.

The boxes shall be so arranged that no careless or malicious manipulation of the starting lever will interfere in any way with the correct transmission of the signal.

The boxes shall be capable of running sixteen rounds after one operation of the starting lever, and each box operated shall be arranged to cut itself into the circuit at the beginning of any series of four rounds should the circuit be free to receive the signal; and the mechanism shall stop and restore the box to normal condition at the end of a complete signal of four rounds.

The mechanism of these boxes shall be spring operated and shall have a capacity of 32 rounds when fully wound.

The boxes shall be arranged to operate on a closed metallic circuit without the use or necessity of grounds or other lines or connections.

The boxes shall be so arranged that when in normal condition the signaling devices shall be protected by an efficient shunt protector, and this protector shall be so arranged as to be mechanically forced open upon the operation of the starting lever for the purpose of sending an alarm. After the transmission of an alarm the protective shunt shall be automatically closed, this protecting the boxes from abnormal currents.

The boxes shall be provided with double signaling contacts made of the best known material for the purpose, faced with heavy contacts of pure silver, and the surfaces depended upon to make connection shall be arranged so that when in normal condition all dust and dirt shall be excluded from the contact surfaces.

The signaling mechanism of each box shall be enclosed in three separate and distinct iron cases, each thoroughly insulated from the others, the inner round case being provided with a glass front, through which the mechanism can be readily inspected.

The inner round case containing the signaling mechanism shall be mounted in the second or inside square case. The case shall be provided with a cast iron door equipped with a bronze lock and hinges. The starting lever of the mechanism shall extend through a slot in the door, and directions for operating same shall be cast on the door.

The inside square case shall also contain a single stroke bell for striking the number of the box sending the signal; a test switch whereby the box can be operated and tested electrically and mechanically without transmitting an alarm or opening the circuit; a signal key by means of which engineer's code signals may be transmitted manually; a shunt protector operated by the outside door of the box in such a manner that when the door is shut and the signaling mechanism is at rest, the box is protected from abnormal currents; a lightning arrester and plug switch so arranged that either the signal key or box may be cut out for repairs, or that the line at either side of the box may be grounded for tests, or to temporarily bridge a break in the circuit.

The inside square case shall be mounted in an outside cast iron shell provided with a cast iron door attached to the shell by means of a heavy bronze hinge, and equipped with a finished bronze tumbler trap-lock.

The outside pipe case shall have 1/2" pipe holes at top and bottom to permit the entrance of wires.

The cast iron cases of the box shall be of the best quality gray iron, thoroughly insulated, painted and finished in a first class manner.

The mechanism of the boxes shall be made of the highest grade of material and workmanship. The wheel work plates, frames, levers, signal keys, pulls, magnet armature holders and engineer's keys being made of the highest grade of composition brass known as "Excelsior" bronze, and the shafting all high grade steel.

All insulating parts shall be of non-combustible material and all parts of the mechanism, wires and binding posts shall be thoroughly insulated from all the cases of the boxes.

All electro magnets shall be provided with the latest porcelain spools wound with high grade enameled wire which shall stand a test of 150 degrees Fahrenheit and shall not be affected in any damaging way if immersed in water.

Each box shall be provided with one (1) outside door key and a suitable number of release, inside door and winding keys shall be provided for the entire number of boxes. Locks and keys shall be uniform throughout the system.

The boxes shall be distinctly numbered and fastened at a convenient height on poles or pedestals, the numbers and locations of the boxes being determined by the proper authorities.

Each box shall be provided with a safety key protector consisting of an iron case with glass front, so arranged that when the glass is broken, the front door of the protector which shall operate on a hinge, will fall down-ward and carry away all particles of broken glass, leaving the key accessible.

AUTOMATIC P. N. I. REPEATER.

Repeater.

There shall be one standard automatic positive non-interfering repeater, arranged for 10 box circuits and 2 independent alarm circuits.

The repeater shall be so designed that all circuits will be operative from any or all box circuits, and so arranged that should two or more circuits be opened at the same instant

it will cause no confusion or interference of signals, or the loss of a signal impulse of the alarm from the circuit which shall be automatically selected to control the repeater. And no operation of any other circuits in any manner whatever shall interfere with the proper working of the repeater while repeating a signal from any circuit.

The repeater shall be so arranged that should a break occur in any circuit, the repeater shall, after causing one blow to be struck on all of the alarm apparatus in the system, automatically lock out the disabled circuit, leaving the rest of the system intact, and shall automatically take the said circuit into service when repairs have been made.

At the conclusion of a signal the repeater shall automatically place itself in position to receive and repeat signals from any box circuit.

The repeater shall be provided with indicating devices for the purpose of indicating the circuit from which an alarm is coming in. These indicating devices, when operated, cannot be restored until the conclusion of an alarm.

The repeating contacts shall be of the best material, and flexibly mounted with suitable tension to insure the positive operation of the circuits. The wiring to the repeating contacts shall be artistically done and the terminals plainly marked.

The wheel-work, side plates and supporting frames for the different parts shall be of "Excelsior" bronze. The shafting shall be of high-grade steel, and all parts shall be given the highest grade of finish and protected in the best known manner from corrosion and tarnish.

The repeater shall be mounted on a marble base securely fastened to an iron sub-base, and enclosed in a handsome bevelled plate-glass case, arranged to open back and front and having a mansard roof.

The repeater shall be mounted on a stand of suitable design and finish to match the cabinet work of the switchboard.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA, and GAMEWELL FIRE ALARM TELEGRAPH COMPANY, fire-alarm telegraph equipment, being Document No. 78249.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, Henry Jordan, as Principal, and Mattie M. Jordan, and C. S. Russell, residents of the City of San Diego, State of California, as Sureties, are jointly and severally bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Five Hundred Dollars (\$500.00) lawful money of the United States of America, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of July, A. D. 1914.

THE CONDITIONS of the above and foregoing obligation are such that whereas the said Principal has entered into the annexed contract with the City of San Diego, to feed, groom and stable in box stalls, with suitable bedding, the horses of the Police Department of said City, and keep same shod, and to reshoe each of said horses once a month, for a period of one year, commencing on the first day of July, 1914, and to hold the same subject at any and all times to the call of the said Police Department of said City during said period.

NOW THEREFORE, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Sureties have hereunto set their hands,
this 21st day of July, 1914.

Henry Jordan,

Principal

Mattie M. Jordan

C. S. Russell

Sureties.

STATE OF CALIFORNIA,)
County of San Diego.) ss.

Mattie M. Jordan and C. S. Russell sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a free-holder therein.

Mattie M. Jordan

C. S. Russell

Subscribed and sworn to before me

this 21st day of July, 1914.

W. E. Bartlett,

Notary Public in and for the County of San Diego,

(SEAL)

State of California.

I hereby approve the form of the within Bond, this 3rd day of August, 1914.

T. B. Cosgrove,

City Attorney of the City of San Diego.

Approved By a majority of the members of the Common Council of the City of San Diego, California, this 27th day of July, 1914.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

THIS AGREEMENT, entered into and executed in duplicate this 24th day of June, A. D. 1914, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter referred to as the City, and Harry Jordan, proprietor Ascot Stables, at 4th and G Streets, in said City of San Diego, party of the second part, hereinafter referred to as the Contractor, WITNESSETH:

That the said Contractor, for and in consideration of the covenants and agreements hereinafter contained, on the part of said City to be performed, and the sums hereinafter specified to be paid by said City to said Contractor at the end of each and every month, hereby covenants, undertakes and agrees with said City to feed, groom and stable in box stalls, with suitable bedding, the horses of the Police Department of said City, and keep the same shod, and reshoe each of said horses once a month, for a period of one year, commencing on the first day of July, 1914; said horses to be kept in the downtown district and not further than 1000 feet away, by the usual route of travel, from the Police Station of said City, said party of the first part to hold said horses subject to the call of said Police Department at any and all times during the said period; and the said City in consideration of the performance of the above named conditions and covenants on the part of the said

Contractor, hereby covenants to and with the said Contractor to cause to be paid to him \$20.00 per head per month for each horse so groomed, fed, stabled and shod during the time he continues to perform said service for said City, said payment to be made on or about the first of the month for the services rendered during the preceding month. Said sum to be paid by said City in warrants drawn upon the Police Department Fund of said City.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands on behalf of said City in pursuance of a resolution duly adopted by the said Common Council authorizing such execution on the part of said City, and the said Contractor has hereunto set his hand the day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough,

D. K. Adams

Members of the Common Council

(SEAL) Attest:

Allen H. Wright,

City Clerk

Henry Jordan

Contractor

I hereby approve the form of the within contract, this 10th day of July, A. D. 1914.

T. B. COSGROVE, City Attorney

By Gordon Ingle

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO and HENRY JORDAN, feed and care of horses, being Document No. 78252.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that the South San Diego Investment Company, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and E. S. Babcock, L. M. Drown, W. J. Gough and E. W. Peterson, as Sureties, are held and firmly bound unto the City of San Diego, a municipal corporation, in the sum of Fifteen Thousand Dollars (\$15,000.00), lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, 1914.

The condition of the above obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego for the leasing of the following described personal property belonging to said City, to-wit:

The dredger "E. M. Capps", together with pontoons, pipe and other equipment belonging to said dredger, and such other equipment as shown on the schedule attached hereto, marked "Exhibit A".

For the term of three months, with the privilege of one additional month, from and after the date of the execution of said lease; and reference is hereby made to said contract for a more particular description of the conditions and covenants of said contract.

NOW THEREFORE, if the said Principal shall faithfully perform the said contract, and faithfully perform each and every covenant and agreement contained therein, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed and the said Sureties have hereunto set their hands, the day and year first hereinabove written.

SOUTH SAN DIEGO INVESTMENT COMPANY

By E. S. Babcock

L. M. Drown

Secty.

Principal

E. S. Babcock

L. M. Drown

W. J. Gough

E. W. Peterson

Sureties

(SEAL)

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO.) ss.

E. S. Babcock, L. M. Drown, W. J. Gough and E. W. Peterson sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a free-holder therein.

E. S. Babcock

L. M. Drown

W. J. Gough

E. W. Peterson

Subscribed and sworn to before me

this 15th day of July, 1914.

M. Ensminger,

Notary Public in and for the County of San Diego,

(SEAL)

State of California.

I hereby approve the form of the within Bond, this 15th day of July, 1914.

T. B. Cosgrove,

City Attorney of the City of San Diego.

Approved By a majority of the members of the Common Council of the City of San Diego, California, this 15th day of July, 1914.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

D. K. Adams

Members of the Common Council.

AGREEMENT.

THIS INDENTURE, made and entered into this 15th day of July, A. D. 1914, by and be-

tween THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and the SOUTH SAN DIEGO INVESTMENT COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That in consideration of the rent and agreements to be paid and performed on the part of the said Lessee, the said City does hereby lease to the said Lessee the following described personal property, belonging to the City of San Diego, to-wit:

The Dredger "E. M. Capps", consisting of one barge, 26 feet by 60 feet by 6 feet 7 inches, together with four 60 h. p. West Coast Distillate engines, one 12" Suction Dredger Pump, one 1½" West Coast Horizontal Centrifugal Bilge Pump, one 1½" West Coast Horizontal Centrifugal Circulating Pump, one Suction Ladder 46 feet long, one West Coast Type "B" Hoist, one 4 barrel Friction Driven Winch, one Gallows Frame, together with pontoons and pipe belonging to said Dredger, and such other equipment as shown on the schedule attached hereto marked "Exhibit A".

To have and to hold the same to the said Lessee for the term of three months from the date hereof, the said Lessee paying therefor the sum of Thirteen Hundred and Fifty Dollars (\$1350.00).

And the said Lessee covenants with the said City that it will pay the sum of money aforesaid, in advance, in monthly payments of Four Hundred Fifty Dollars (\$450.00) each, on the 16th day of July and on the 16th day of each and every month thereafter during said term, for a period of two months; and that said Lessee will not assign or sublet the said dredger, nor any part thereof, without the written consent of the said City, and said Lessee further expressly undertakes and agrees at the termination of this lease to turn over to said City the said Dredger "E. M. Capps", together with all equipment belonging thereto, in as good condition as when received from the said City, reasonable use and wear thereof excepted.

It is further expressly agreed herein that said Lessee will not suffer or allow any part of said property to come into the custody or control of any person or persons other than said Lessee or its employees during the continuance of this lease.

It is further agreed by the parties hereto that upon the failure of the Lessee to comply with any of the terms of this lease, then this lease shall determine and the right of possession in and to said dredger and equipment thereof, and every part thereof, shall revert to, and vest in said City, and said City shall have the right, without notice or service, to take said dredger and said quipment and every part thereof from said Lessee, without legal process.

It is expressly understood and agreed by the said parties hereto that the said Lessee shall employ only such engineer to run said dredger as shall be approved by the Chief Inspector of the Harbor work of said City, and that said Lessee will pay all cost and expense of running said dredger during the continuation of this lease, including the cost of all fuel and supplies, the upkeep of said dredger and equipment, and the salaries and wages of all men employed to operate the said dredger.

The said Lessee hereby covenants to file with the Common Council of said City, upon the execution of this agreement, a bond in the sum of Fifteen Thousand Dollars (\$15,000.00), in favor of said City, to secure the faithful performance of the terms of this lease upon the part of the said Lessee.

Upon the termination of this lease, the Lessee to have the privilege of leasing the dredger for one additional month under the terms and conditions herein set forth.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, in pursuance of a Resolution duly authorizing such execution, and the said Lessee has hereunto subscribed its corporate name and affixed its corporate seal by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt,

H. N. Manney

D. K. Adams

Members of the Common Council

SOUTH SAN DIEGO INVESTMENT COMPANY.

By E. S. Babcock

L. M. Drown-

Secty.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

(SEAL)

I hereby approve the foregoing Agreement of Lease this 15th day of July, A. D. 1914.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between the City of San Diego, California, and SOUTH SAN DIEGO INVESTMENT COMPANY, Lease of DREDGE "E. M. CAPPS", being Document No. 79018.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

FOR THAT WHEREAS, the North American Dredging Company of Nevada, a corporation, as Principal, and the New England Casualty Company, a corporation, as Surety, have, on the 31st day of March, A. D. 1914, executed a certain bond in the sum of \$50,000.00, good and lawful money of the United States, wherein and whereby said Principal and Surety bind themselves, their successors and assigns, jointly and severally, to faithfully perform all the terms and obligations of a certain contract between the City of San Diego and North American Dredging Company of Nevada, being marked Document No. 74830, and the amendments thereto and corrections thereof shown upon that certain Document, being marked Document No. 74139, on file in the office of the City Clerk of said City; and

WHEREAS, the said City of San Diego and said North American Dredging Company of Nevada, a corporation, are desirous of modifying said contract marked Document No. 74830, to the extent of eliminating from said contract the dredging of Area No. 3, as shown upon the plans attached to said Documents numbered 74830 and 74139, respectively; and

WHEREAS, the parties to said agreement desire and deem it necessary to obtain the consent of the New England Casualty Company, a corporation, being the surety upon said bond, before making such change in said agreement and contract;

NOW THEREFORE, we, the New England Casualty Company, a corporation, and the surety upon said bond hereinbefore mentioned, do hereby agree that said change above mentioned, namely, the elimination of Area No. 3 from the areas to be dredged under said contract and agreement, shall be permitted, and we hereby consent to such change and modification.

Dated, this 19th day of May, A. D. 1914.

NEW ENGLAND CASUALTY COMPANY

By Shirley E. Meserve,

Attorney in fact

By Albert N. Campbell,

Attorney in fact

(SEAL)

FOR THAT WHEREAS, the North American Dredging Company of Nevada, a corporation, as Principal, and the New England Casualty Company, a corporation, as Surety, have, on the 31st day of March, A. D. 1914, executed a certain bond in the sum of \$100,000.00, good and lawful money of the United States, wherein and whereby said Principal and Surety bind themselves, their successors and assigns, jointly and severally, to pay for all materials and supplies furnished for the performance of certain work and dredging contracted to be done by the terms of a certain contract between the City of San Diego and North American Dredging Company of Nevada, being marked Document No. 74830, and the amendments thereto and corrections thereof shown upon that certain document being marked Document No. 74139, on file in the office of the City Clerk of said City; and

WHEREAS, the said City of San Diego and said North American Dredging Company of Nevada, a corporation, are desirous of modifying said contract marked Document No. 74830, to the extent of eliminating from said contract the dredging of Area No. 3, as shown upon the plans attached to said Documents numbered 74830 and 74139, respectively; and

WHEREAS, the parties to said agreement desire and deem it necessary to obtain the consent of the New England Casualty Company, a corporation, being the surety upon said bond, before making such change in said agreement and contract;

NOW THEREFORE, we the New England Casualty Company, a corporation, and the surety upon said bond hereinbefore mentioned, do hereby agree that said change above mentioned, namely, the elimination of Area No. 3 from the areas to be dredged under said contract and agreement, shall be permitted, and we hereby consent to such change and modification.

Dated this 19th day of May, A. D. 1914.

NEW ENGLAND CASUALTY COMPANY

By Shirley E. Meserve

Attorney in fact

(SEAL)

Albert N. Campbell,

Attorney in fact.

WHEREAS, The City of San Diego has on the 25th day of March, 1914, entered into a contract with North American Dredging Company of Nevada, a corporation, copy of which contract is on file in the office of the City Clerk of said City of San Diego, marked Document No. 74830, wherein and whereby said corporation has agreed to do certain dredging in the Bay of San Diego, in the State of California; and

WHEREAS, provision is made in said contract whereby a modification of the plans and specifications attached to said contract may be made upon certain specified conditions; and

WHEREAS, the Common Council of the City of San Diego, having determined that a modification of said plans and specifications was necessary in order to comply with the Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved May 1st, 1911; and

WHEREAS, the said City of San Diego and said North American Dredging Company of

Nevada, a corporation, have heretofore entered into a written agreement, which is on file in the office of the said City Clerk, marked Document No. 75708 $\frac{1}{2}$, wherein and whereby certain modifications have been made in said plans and specifications attached to said Document No. 74830; and

WHEREAS, it has become necessary to make a further modification of said original contract, plans and specifications as the same have been modified by said plans and specifications contained in Document No. 75708 $\frac{1}{2}$;

NOW THEREFORE, in compliance with the provisions contained in said contract of March 25th, 1914, being Document No. 74830, and in order to comply with the Act of the Legislature hereinbefore mentioned, and approved May 1, 1911, certain further modifications are made in the plans and specifications attached to said Documents numbered 74830 and 75708 $\frac{1}{2}$, respectively, which said further modifications are as follows:

It is hereby mutually agreed by the parties to this contract that Area No. 3, as shown on Exhibit B of that certain contract between the City of San Diego and North American Dredging Company of Nevada, a corporation, and marked Document No. 74830, and also as shown upon Exhibit A of that certain modification of contract between the City of San Diego and North American Dredging Company of Nevada, a corporation, marked Document No. 75708 $\frac{1}{2}$, be and the same is hereby omitted from the dredging to be done under that certain contract marked Document No. 74830, and as under the modifications thereof marked Document No. 75708 $\frac{1}{2}$.

It is further mutually agreed, that during the life of the said contract of the 25th day of March, 1914, being Document No. 74830, and the said modification thereof, marked Document No. 75708 $\frac{1}{2}$, and this further modification, that no material dredged from San Diego Harbor, except under the said contract of the 25th day of March, 1914, marked Document No. 74830, and the said modification thereof, marked Document No. 75708 $\frac{1}{2}$, and this further modification, shall be deposited within the area bounded by the center line of "H" Street, extended, the line of mean high tide, the center line of Maple Street, extended, and a line parallel to and twenty feet east of the U. S. Bulkhead line.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands as and for the act of said City, and said North American Dredging Company of Nevada has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers this 5th day of June, A. D. 1914.

THE CITY OF SAN DIEGO.

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk

NORTH AMERICAN DREDGING COMPANY
OF NEVADA.

By C. F. Guthridge,

Vice President.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and NORTH AMERICAN DREDGING COMPANY, modifying a previous contract, also AGREEMENTS OF BONDING COMPANY to same, being Documents, 77691, 77207 and 77206, all under one cover.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS: That we, NORTH AMERICAN DREDGING COMPANY OF NEVADA, a corporation organized and existing under and by virtue of the laws of the State of Nevada, as principal, and NEW ENGLAND CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Massachusetts, as Surety, are held and firmly bound unto all persons, companies, or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of One Hundred Thousand Dollars (\$100,000.00), good and lawful money of the United States, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 31st day of March, A. D. 1914.

The condition of the above obligation is such that whereas the above bounden principal, North American Dredging Company of Nevada, a corporation, has entered into the annexed contract with the City of San Diego, a municipal corporation, in the County of San Diego, State of California, to dredge certain areas in the Bay of San Diego, in said State of California, and to furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the dredging of said areas, all as shown upon certain plans and specifications attached to said contract and made a part thereof, and the amendment thereto and correction thereof, as shown upon certain plans and specifications on file in the office of the City Clerk of the City of San Diego, and being marked Document No. 74139, reference being hereby made to said contract and to said plans and specifications thereto attached, and to said Document No. 74139, and to said plans and specifications contained in said Document No. 74139 for a particular description of the work to be done; and

Whereas the aforesaid penal sum of One Hundred Thousand Dollars (\$100,000) (being not less than one-half of the total amount payable by the terms of said contract) is intended and is hereby made to inure to and for the benefit of all persons, companies or corporations who perform labor on or furnish material to be used in the said work;

Now Therefore, if the above bounden principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided that said claim shall be filed as required by that Act of the Legislature of the State of California, entitled "An Act to amend an Act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works' approved March 27, 1907", approved May 1, 1911.

IN WITNESS WHEREOF the said principal and the said surety have caused these presents to be executed, and their corporate seals to be hereunto attached by their duly authorized officers, the day and year hereinabove written.

NORTH AMERICAN DREDGING COMPANY OF NEVADA

Principal

By C. F. Guthridge

(SEAL)

Vice President.

(SEAL)

NEW ENGLAND CASUALTY COMPANY
Surety

By Albert N. Campbell

Attorney in fact

(SEAL) Attest:

Allan T. Archer,

Attorney in fact.

I hereby approve the form of the within Bond, this 2nd day of April, 1914.

T. B. Cosgrove

City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 6th day of April, 1914.-

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders

Deputy

POWER OF ATTORNEY

NEW ENGLAND CASUALTY COMPANY

Home Office, Boston, Massachusetts.

KNOW ALL MEN BY THESE PRESENTS:

That the NEW ENGLAND CASUALTY COMPANY, by Edwin Gott its vice President, and William J. Lewis its Assistant Secretary, in pursuance of a certain resolution duly passed by the Board of Directors of said Company at a regular meeting of that body held on the 21st day of December, 1911, a copy of which is hereto attached, does hereby nominate, constitute and appoint Allan T. Archer, Clark J. Bonner, Shirley E. Meserve, and Albert N. Campbell, or any two of them, of Los Angeles, California its true and lawful agents and attorneys-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed, any and all bonds, recognizances or undertakings, in the State of California, for, or on behalf of the Company, -

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company, at its office in Boston, Mass., in their own proper persons.

IN WITNESS WHEREOF, the said Edwin Gott, vice President, and William J. Lewis Assistant Secretary, have hereunto subscribed their names and affixed the Corporate Seal of the said NEW ENGLAND CASUALTY COMPANY, this thirteenth day of September, A. D. 1913.

ATTEST:

Wm. J. Lewis

Assistant Secretary

Edwin Gott

Vice President

(SEAL)

At a regular meeting of the Board of Directors of the NEW ENGLAND CASUALTY COMPANY, held in its office in the City of Boston, Commonwealth of Massachusetts, on the 21st day of December, 1911, the following resolution was unanimously adopted, to-wit:

"WHEREAS, it frequently becomes necessary for a representative of the Company to execute a bond on behalf of the Company, which, for lack of time or some other cause, it is impossible to have executed by the regularly elected officers of the Company;

THEREFORE BE IT RESOLVED, that the President, or either of the Vice-Presidents, by and with the concurrence of the Secretary or Assistant Secretary, is hereby authorized to empower any representative of the Company to execute, on behalf of the Company, any bond which the Company might execute through its duly elected officers."

I, William J. Lewis Assistant Secretary, of the NEW ENGLAND CASUALTY COMPANY, hereby certify that the foregoing is a true copy taken from the Records of Proceedings of the Board of Directors of the NEW ENGLAND CASUALTY COMPANY, and is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the Corporate Seal of the NEW ENGLAND CASUALTY COMPANY, this thirteenth day of September, A. D. 1913.

Wm. J. Lewis

(SEAL)

Assistant Secretary.

COMMONWEALTH OF MASSACHUSETTS,)
County of Suffolk) ss

On this thirteenth day of September, A. D. 1913, before the subscriber, a Notary Public of the Commonwealth of Massachusetts, in and for the City of Boston, duly commissioned and qualified, came Edwin Gott vice President, and William J. Lewis Assistant Secretary, of the NEW ENGLAND CASUALTY COMPANY, to me personally known to be the individuals and officers described in, and who executed, the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signature as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Boston, the day and year first above written.

George P. Fogus

Notary Public

(SEAL)

My Commission expires Oct. 2, 1919.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the Power of Attorney of the New England Casualty Company, a corporation, on file in my office, being marked Document No. 74526.

Allen H. Wright,

City Clerk of the City of San Diego, California.

(SEAL)

By W. E. Bartlett Deputy.

KNOW ALL MEN BY THESE PRESENTS: That we, NORTH AMERICAN DREDGING COMPANY OF NEVADA, a corporation organized and existing under and by virtue of the laws of the State of Nevada, as principal, and NEW ENGLAND CASUALTY COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Massachusetts, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifty Thousand Dollars (\$50,000.00), lawful money of the United States of America, to be paid to the said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and

severally, firmly by these presents.

Signed and dated by us this 31st day of March, A. D. 1914.

The condition of the above obligation is such that whereas the above bounden principal, North American Dredging Company of Nevada, a corporation, has entered into the annexed contract with the City of San Diego, a municipal corporation, in the County of San Diego, State of California, to dredge certain areas in the Bay of San Diego, in said State of California, and to furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the dredging of said areas, all as shown upon certain plans and specifications attached to said contract and made a part thereof, and the amendment thereto and correction thereof, as shown upon certain plans and specifications on file in the office of the City Clerk of the City of San Diego, and being marked Document No. 74139, reference being hereby made to said contract and to said plans and specifications thereto attached, and to said Document No. 74139, and to said plans and specifications contained in said Document No. 74139, for a particular description of the work to be done.

Now therefore, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said principal and the said surety have caused these presents to be executed, and their corporate seals to be hereunto attached by their duly authorized officers, the day and year hereinabove written.

NORTH AMERICAN DREDGING COMPANY OF NEVADA
Principal

By C. F. Guthridge

Vice President (SEAL)

NEW ENGLAND CASUALTY COMPANY

Surety

By Albert N. Campbell

Attorney in fact

(SEAL) Attest:

Allan T. Archer

Attorney in fact.

I hereby approve the form of the within Bond, this 2nd day of April, 1914.

T. B. Cosgrove

City Attorney

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 6th day of April, 1914.

D. K. Adams,

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders

Deputy.

POWER OF ATTORNEY

NEW ENGLAND CASUALTY COMPANY

Home Office, Boston, Massachusetts.

KNOW ALL MEN BY THESE PRESENTS:

That the NEW ENGLAND CASUALTY COMPANY, By Edwin Gott its vice President, and William J. Lewis its Assistant Secretary, in pursuance of a certain resolution duly passed by the Board of Directors of said Company at a regular meeting of that body held on the 21st day of December, 1911, a copy of which is hereto attached, does hereby nominate, constitute and appoint Allan T. Archer, Clark J. Bonner, Shirley E. Meserve, and Albert N. Campbell, or any two of them, of Los Angeles, California its true and lawful agents and attorneys-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed, any and all bonds, recognizances or undertakings, in the State of California, for, or on behalf of the Company, -

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company, at its office in Boston, Mass., in their own proper persons.

IN WITNESS WHEREOF, the said Edwin Gott, vice President, and William J. Lewis Assistant Secretary, have hereunto subscribed their names and affixed the Corporate Seal of the said NEW ENGLAND CASUALTY COMPANY, this thirteenth day of September, A. D. 1913.

ATTEST:

Wm. J. Lewis

Assistant Secretary

Edwin Gott

Vice President

(SEAL)

At a regular meeting of the Board of Directors of the NEW ENGLAND CASUALTY COMPANY, held in its office in the City of Boston, Commonwealth of Massachusetts, on the 21st day of December, 1911, the following resolution was unanimously adopted, to-wit:

"WHEREAS, it frequently becomes necessary for a representative of the Company to execute a bond on behalf of the Company, which, for lack of time or some other cause, it is impossible to have executed by the regularly elected officers of the Company;

THEREFORE BE IT RESOLVED, that the President, or either of the Vice-Presidents, by and with the concurrence of the Secretary or Assistant Secretary, is hereby authorized to empower any representative of the Company to execute, on behalf of the Company, any bond which the Company might execute through its duly elected officers."

I, William J. Lewis Assistant Secretary, of the NEW ENGLAND CASUALTY COMPANY, hereby certify that the foregoing is a true copy taken from the Records of Proceedings of the Board of Directors of the NEW ENGLAND CASUALTY COMPANY, and is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the Corporate Seal of the NEW ENGLAND CASUALTY COMPANY, this thirteenth day of September, A. D. 1913.

Wm. J. Lewis

(SEAL)

Assistant Secretary.

COMMONWEALTH OF MASSACHUSETTS,) ss
County of Suffolk

On this thirteenth day of September, A. D. 1913, before the subscriber, a Notary Public of the Commonwealth of Massachusetts, in and for the City of Boston, duly commissioned and qualified, came Edwin Gott vice President, and William J. Lewis Assistant Secretary, of the NEW ENGLAND CASUALTY COMPANY, to me personally known to be the individuals and officers described in, and who executed, the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself de-

poseth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signature as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Boston, the day and year first above written.

George P. Fogus

Notary Public

(SEAL)

My commission expires Oct. 2, 1919.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of the Power of Attorney of the New England Casualty Company, a corporation, on file in my office, being marked Document No. 74526.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By W. E. Bartlett Deputy.

(SEAL)

Certified excerpt from the minutes of a special meeting of the Board of Directors of the North American Dredging Company of Nevada, held on March 26th, 1914, at the office of the Company.

* * * * *

MARCH 26th, 1914.

"Board of Directors of North American Dredging Company of Nevada met in special session:

"On motion, duly seconded and unanimously carried, it was

"RESOLVED, that C. F. GUTHRIDGE, Vice-President of this corporation, be and he is hereby authorized, empowered and directed for and in the name of this corporation and as its act and deed, to sign and execute a contract and to sign and execute any agreements or stipulations made in pursuance of and in conformity with the terms of said contract with the City of San Diego, California, for the dredging of certain portions of the Bay of San Diego, which said contract has been authorized by the Common Council of the City of San Diego."

I, W. L. PAULSON, the secretary of the North American Dredging Company of Nevada, do hereby certify:

That the foregoing is a full, true and correct excerpt from the minutes of a special meeting of the Board of Directors of the North American Dredging Company of Nevada held at the office of said company on the twenty-sixth day of March, 1914, as the said minutes appear of record in the minute book of said corporation, and a full, true and correct copy of a resolution adopted at said meeting of said Board of Directors, as the same appears on the minutes of said meeting in the minute book of said corporation.

Witness my hand and the seal of said corporation.

W. L. Paulson

Secretary of

SEAL)

NORTH AMERICAN DREDGING CO. OF NEVADA.

THIS AGREEMENT, made and entered into in duplicate, at the City of San Diego, County of San Diego, State of California, this 25th day of March, 1914, by and between the CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, party of the first part, hereinafter designated as the City, and the NORTH AMERICAN DREDGING COMPANY, a corporation organized and existing under and by virtue of the laws of the State

of Nevada, and having its principal place of business in California, in the City of Los Angeles, the party of the second part, and hereinafter designated as the Contractor,
WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, through its duly authorized agents, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, equipment and plant, and any other expenses necessary or incidental to the performance of certain work hereinafter specified, and to dredge certain portions of the Bay of San Diego, in the State of California, all as shown upon the plans and specifications prepared by Edwin M. Capps, heretofore Supervising Engineer of Harbor Improvements of said City, and filed in the office of the City Clerk of said City upon the 12th day of March, 1912, marked Document No. 49515, and endorsed "Plans and Specifications for Dredging for Municipal Harbor Improvement"; said specifications consisting of 6 pages and said plans consisting of 1 sheet, a true copy of which specifications is hereto annexed marked "Exhibit A", and a true copy of which plans is hereto attached marked "Exhibit B", all of said specifications and plans are each hereby incorporated herein and made a part of this contract as fully as if written out and incorporated into the body hereof.

Said Contractor hereby agrees that it will be bound by each and every part of said specifications and plans, and do and cause to be done all of said work and improvement as specified in said specifications, and as shown upon said plans, as the same may be interpreted by the Supervising Engineer of Municipal Harbor Improvement of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon each such specification or plan by said Common Council.

Said Contractor agrees to do all said work and dredging, and to furnish all labor, materials and equipment necessary or incidental thereto, and to perform all dredging and place all dredged matter as specified in this contract, at and for the price of nine and nine-tenths (9.9) cents per cubic yard.

Said Contractor agrees to commence said work within not to exceed thirty (30) days from the service upon it by said City of written notice so to do, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work, as shown in said specifications and plans, shall be fully completed on or before the first day of March, 1915.

The said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by it to be performed, and the acceptance of said work and improvement by the Common Council of said City, will pay said Contractor in warrants drawn upon the Harbor Improvement Fund of said City, the sum of nine and nine-tenths (9.9) cents per cubic yard for all dredging done pursuant to the terms of this contract. Said payments to be made as follows:

The Harbor Engineer shall, on or before the 10th day of each month, make an estimate of the amount of work properly performed and completed and in such condition as to be accepted by the City, for the preceding month, and on such estimate being made and reported to the Auditing Committee, ninety per cent (90%) of the amount estimated by the Harbor Engineer to be done, shall be paid, and ten per cent (10%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work and dredging thereunder

by the Common Council of said City, when, on proof that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

Said Contractor further agrees that it will not underlet nor transfer this contract, nor any part thereof, to any one without the consent, in writing, of the Common Council of said City having been first obtained.

Said Contractor further agrees that in the performance of the work and dredging in this contract specified, it will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the areas to be dredged under this contract, and in case any damage is done to any of the above mentioned work by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, to any part or portion of any work, labor, structures or improvements as above specified, before the final acceptance of the dredging by the Common Council of said City, the Contractor will repair and replace such damage at its own cost and expense. All bulkheads necessary to retain the material dredged will be built by the City.

Further, said Contractor hereby agrees to hold the said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold the said City harmless from all actions for damages arising out of the performance of the work to be done under this contract and to defend at its own cost any and all such actions, and to secure indemnity insurance or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation Act of the State of California, in force January 1, 1914.

Said Contractor further agrees and covenants that neither said Contractor nor any sub-contractor doing work under this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in cases of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City of San Diego, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act Limiting the Hours of Service of Laborers, Workmen and Mechanics Employed Upon the Public Works of or Work Done for the State of California, or of or for any Political Subdivision Thereof, Imposing Penalties for the Violation of the Provisions of said Act and Providing for the Enforcement Thereof", approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon, or work performed under, this contract shall not be less than Two Dollars (\$2.00) per day.

If at any time after the day fixed for beginning work, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Harbor Engineer, to secure completion within the contract time, the City shall have the power, after ten days notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such equipment as may be necessary to put the

work in a proper state of advancement, and any actual final excess cost thereof to the City, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the City, (as determined by the Harbor Engineer), of the remaining plant and unused material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter.

The provisions of this paragraph, however, shall not be construed to affect the right of the City to annul the contract, nor shall any failure of the Harbor Engineer to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress during any month or series of consecutive months, be construed as a waiver of the right of the City to take further action under this paragraph, or to later annul the contract.

The material removed will be measured by the cubic yard in place by means of soundings taken before and after the dredging. Soundings will be made behind the dredge as the work progresses. As soon as practicable after the completion of such established subdivisions of the different areas to be dredged as will not be injuriously affected by work on other subdivisions, the area dredged will be thoroughly examined by sounding, as well as by sweeping, if deemed advisable by the Harbor Engineer, and should any lumps, ridges, shoals or other lack of contract depths be disclosed by this examination, the Contractor will be required to level them off by dragging the bottom, or to remove them by dredging as may be required by the Harbor Engineer. The Contractor, or its authorized representative on the work, will be notified whenever soundings are to be made, and will be permitted to accompany the sounding party.

Should a last examination of the contract work, extended to include the entire area, show shoaling for which the Contractor is evidently not responsible, redredging at the contract price may be done at the option of the City.

To cover mechanical inaccuracies of dredging processes, material actually removed to a depth of not more than six inches below the required depth will be estimated and paid for at full contract price; to secure stable banks for the dredged cut, material which is actually removed on order of the Harbor Engineer in quantity sufficient to make side slopes not flatter than one or two whether dredged in situ or after having fallen into the cut, will be estimated and paid for. No allowance shall be made for overdepth on the specified Slopes. Any material dredged below the depth of six inches in excess of the depth called for in the plans and specifications, or any material dredged outside the areas established by the plans and specifications, will not be estimated or paid for.

The Contractor shall keep proper lights each night between the hours of sunset and sunrise upon all floating plant connected with the work; upon all ranges and other stakes in connection with it, when necessary, and upon all buoys of such size and in such location as to endanger or obstruct navigation, and shall be responsible for all damages resulting from any neglect or failure in this respect.

If work at night is performed, then the Contractor shall maintain from sunset to sunrise such lights on or about its plant as the Harbor Engineer may deem necessary for the proper observation of the dredging operations. Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink or misplace any material, plant, machinery or appliance which, in the opinion of the Harbor Engineer, may be dangerous to or obstruct navigation, it shall recover and remove the same with the utmost despatch. The Contractor shall give immediate notice, with description and location of such obstructions to the Harbor

Engineer, and when required shall mark or buoy such obstruction until the same are removed.

Should it refuse, neglect, or delay compliance with the above requirements, such obstruction may be removed by the Harbor Engineer, and the cost of such removal may be deducted from any money due or to become due to the Contractor, or may be recovered under its bond.

The Contractor will be responsible that its employees strictly observe the laws of the United States, laws of the State of California, and municipal ordinances and regulations of the City of San Diego, affecting operations under the contract. It will be expected to comply with the laws of the United States and of the State of California as to the inspection of hulls and boilers, etc., and the licensing of masters, engineers and other members of the crews of its vessels. It shall conform to such sanitary requirements as may be prescribed by the Harbor Engineer.

The work will be conducted under the general direction of the Common Council of the City of San Diego, and under the immediate supervision of the Harbor Engineer of the City of San Diego, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Harbor Engineer, who will enforce strict compliance with the terms of this contract. The inspectors will keep a record of the work done, and see that the gauges, ranges and other marks are kept in proper order. But the presence of the inspectors shall not relieve the Contractor or its agents of any responsibility for the proper execution of the work. The Contractor shall be required to facilitate the work of the Inspectors in all possible ways, and will furnish, on their request, such boats, boatmen, laborers, and material as may be necessary in inspecting or supervising the work. After the commencement of the dredging, all ranges, stakes, gauges, buoys, anchors and rope needed for the proper execution and inspection of the work will be furnished by the Contractor and maintained in good order by it. All expense of inspection and superintendence prior to the date fixed for completion of the contract will be borne by the City.

If the Contractor considers any work required of it to be outside the requirements of the contract, or considers any record or ruling of the inspectors or Harbor Engineer as unfair, it shall file with the Common Council of the City of San Diego a written protest against the same, within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done under these specifications as in the judgment of the Common Council of the City of San Diego may be necessary or expedient to carry out the intent of the contract; provided, that the unit cost to the Contractor of doing the work shall not be increased thereby, and no increase in unit price over the contract rate shall be paid to the Contractor on account of such change or changes. No greater or lesser unit price than the contract rate will be paid, except upon formal written agreement between the parties hereto.

If, in the opinion of the Common Council, it becomes necessary to in any manner modify the plans and specifications hereto attached and marked "Exhibits A and B" in order to comply with the act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved May 1, 1911, then and in that instance, and in order to comply with said act and the terms of this contract, modification of said plans and specifications may be made and shall become

binding upon the parties hereto only after the acceptance of said modification or modifications by the parties to this agreement, and after their agreement in writing accepting said modification, whereupon a copy of said written agreement, together with said modifications, shall be filed in the office of the City Clerk of said City.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego will said City, or any department or officer thereof, be liable for any portion of said contract price, also that no extra work shall be done by said Contractor unless authorized and directed by resolution of said Common Council to that effect.

If logs, snags, etc., are encountered within the limits of the dredging areas, the Contractor shall remove the same, deposit them as directed, without extra expense to the City. However, in the removal of wrecks, logs or other obstruction, removal of which would be a large added expense to the Contractor, the City may, at its option, pay for the removal of the same as extra work. Upon completion of the work, the Contractor shall remove his plant and all appliances, including buoys, piles, gauge piles, ranges, pipe lines, etc., used in the work and shall leave the channels in good order, clear, secure and fit for navigation. The area filled shall also be cleared of all obstructions.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands, as and for the act of said City, in pursuance of a resolution duly adopted by said Common Council authorizing such execution, and said Contractor, by its proper officers, executes this instrument and affixes its official seal hereto.

CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Majority of the Members of the

Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk.

NORTH AMERICAN DREDGING COMPANY

By C. F. Guthridge

(SEAL)

Vice President

I hereby approve the form of the within contract, March 30, 1914.

T. B. Cosgrove

City Attorney.

"EXHIBIT A"

PLANS AND SPECIFICATIONS FOR DREDGING.

Being part of certain Harbor Improvements in the Bay of San Diego, made in pursuance of an act of the Legislature of the State of California, entitled, "An Act Conveying Certain Tide Lands and Lands Lying Under Inland Navigable Waters Situate in the Bay of San Diego to the City of San Diego, in Furtherance of Navigation and Commerce and the Fisheries, and Providing for the Government, Management and Control Thereof", approved May 1st, 1911, and in pursuance also of Ordinance No. 4539, of the ordinances of the City of San Diego, entitled, "An Ordinance Calling a special election in the City of San Diego, and Submitting to the Voters thereof, Propositions for the Incurring of a Bonded Indebtedness", approved

on the 26th day of September, 1911.

WORK. The work consists of the furnishing of all machinery, tools, labor, material, transportation or other necessary expense to perform the work of dredging in the Bay of San Diego, California, all in accordance with the plans hereto attached and the further specifications as herein set forth.

LOCATION. The location of the work shall be as shown upon the plans hereto attached, and all bidders will have been assumed to have visited the site of the work and made himself familiar with every detail, including the nature of the material to be excavated, and to have based his bid upon such personal investigation.

PLANS. The plan or drawing hereto attached consists of one sheet and exhibits the exact location of the areas of the bottom of the Bay to be dredged, together with the depths below lower low water for each area that it is proposed to dredge, also the position of the area it is proposed to deposit all of the dredgings, as well as the position of the Bulk-head and pier head lines. All data contained on said plan or drawing shall be strictly adhered to, and shall form and be a part of these specifications.

ELEVATIONS. All elevations given herein and shown upon the plans refer to the City Datum plane of levels as established by Ordinance No. 3, of Series F, of the City of San Diego, California.

DREDGING AREAS.

Area No. 1. Area No. 1 as shown upon the plans shall be dredged or excavated to a depth of not less than thirty (30) feet below lower low water, or as much deeper as the Engineer may direct in writing.

Area No. 2. Area No. 2 as shown upon the plans shall be dredged or excavated to a depth of not less than twenty (20) feet below lower low water, or as much deeper as the Engineer may direct in writing.

Area No. 3. Area No. 3 as shown upon the plans shall be dredged or excavated to a depth of not less than fifteen (15) feet below lower low water, or as much deeper as the Engineer may direct in writing.

Area No. 4. Area No. 4, as shown upon the plans shall be dredged or excavated to a depth of thirty-five (35) feet below lower low water.

DEPOSIT AREA.

AREA NO. 5. Area No. 5, shall be the depository and dump ground for all the materials dredged or excavated from Areas No. 1, No. 2, No. 3, No. 4. All such materials shall be so deposited that when completed the surface of the filled in area shall have a uniform elevation of 4.33 feet above the City Datum plane of levels.

LOWER LOW WATER MARK. Lower Low Water mark shall, for the purposes of these specifications, mean and be understood to be 8.98 below the City datum plane of levels.

TEMPORARY BULK LINE. Before making any deposits of dredged material upon Area No. 5, as above specified, the contractor shall, at his own expense, construct a temporary bulk head of sheet piles along a line parallelling the bulk head line and seventy-five (75) feet east therefrom. This temporary bulk head shall be constructed of such strength and in such a manner as to effectually prevent any of the dredged deposits from encroaching upon the area designed for the construction of a permanent bulk head. If in any case a permanent bulk head has been constructed during the time of the contract under which this work is being done, then the deposits shall be made up to and against the easterly side of said bulk head, the temporary bulk head removed, otherwise said temporary bulk head shall remain.

BIDS. The bidder shall state in his bid the price per cubic yard for excavation only. The work under these specifications will be paid for by the cubic yard in excavation only, based upon monthly estimates made by the Engineer, who will make accurate measurements from time to time, but the final payment will be made upon a final survey by the Engineer to determine the aggregate yardage moved.

Each bidder will be required at the time of bidding, to submit separate prices per cubic yard for excavations in Areas No. 1, No. 2, No. 3 and No. 4, respectively.

EXCAVATIONS. The Contractor shall excavate such areas as may from time to time be directed by the Engineer.

GENERAL REQUIREMENTS.

(a) All work shall be executed in every respect in a thorough and workmanlike manner

(b) Any overseer, superintendent, laborer or other person employed on the work by the contractor, who shall perform his work in a manner contrary to these specifications and attached plans, shall be discharged immediately and such person shall not again be employed on the work. All loss or damage arising from any unforeseen obstruction, or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission, not authorized by these specifications, on the part of the contractor, or any agent or person employed by him, shall be sustained by the contractor.

(c) No work which may be defective in its construction, or deficient in any of the requirements of these specifications and attached plans, will be considered as accepted in consequence of the failure of any officer of the city or any inspector connected with the work to point out said defects or deficiency during construction and the contractor shall correct any imperfect work, whenever discovered, before the final acceptance of the work.

(d) The contractor assumes all risks of variance in any computation or statement of amounts of quantities necessary to complete the work required by his contract, and agrees to furnish all necessary labor, tools, materials or other expense to fully complete the work in accordance with these specifications and the plans hereto attached.

(e) The contractor shall give all facilities to the Engineer or his authorized deputies to examine and determine at all times whether or not the work is being carried out in accordance with these specifications and the plans hereto attached.

(f) If, from any cause, any portion or portions of the work be done in violation of these specifications and attached plans, the contractor shall, at his own expense, immediately remove and rebuild such portion or portions in a proper manner; or the Engineer may cause such removals to be made and the work to be done properly, and shall deduct the cost of the same from any money due the contractor.

(g) All work must be done under the supervision and to the satisfaction of the Engineer, and all questions and disputes with regard to the intent and interpretation of these specifications and attached plans, and estimates and measurements of material and work shall be referred to him and his decision thereon shall be final.

(h) The contractor will be required to properly barricade the work so as to afford protection to the public. The contractor will be required to hold the City of San Diego, California, the Common Council of the City of San Diego, California, either in an official or personal capacity, harmless from liability caused by injury to persons or property.

(i) If any portion of the construction provided by these specifications and attached plans is covered by Letters Patent, the royalties due or to become due for the use thereof, shall be paid by the contractor and must be included in his bid.

(j) Whenever the word "Engineer" is used in these specifications, it shall refer to, and mean, the Supervising Engineer of Municipal Harbor Improvements of the City of San Diego, California.

(k) Whenever the words "Common Council" are used in these specifications, it shall refer to and mean the Common Council of the City of San Diego, California.

(l) No part of the work will be accepted until the whole shall have been completed to the satisfaction of the Common Council and the Engineer.

EDWIN M. CAPES

Supervising Engineer of Municipal Harbor
Improvements of San Diego, Cal.
Mch. 11th, 1912. (BLUE PRINT ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA, and NORTH AMERICAN DREDGING COMPANY OF NEVADA, dredging certain areas, being Document No. 74830.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

WHEREAS, the City of San Diego has, on the 25th day of March, 1914, entered into a contract with the North American Dredging Company of Nevada, a corporation, wherein and whereby said corporation has agreed to do certain dredging within the Bay of San Diego in the State of California; and

WHEREAS certain provision is made in said contract wherein and whereby a modification of the plans and specifications attached to said contract is provided for; and

WHEREAS it has become apparent to this Common Council that a deviation from said plans and specifications is necessary in order to comply with the Act of the Legislature of the State of California, entitled "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved May 1, 1911; and

WHEREAS said Common Council desires to modify said plans so as to comply with the above mentioned Act of the Legislature and at the same time to modify said plans so as not to increase the unit cost of the dredging provided for in said contract executed March 25th, 1914;

NOW THEREFORE, in compliance with the provisions contained in said contract of March 25th, 1914, and in order to comply with the Act of the Legislature hereinbefore mentioned and approved May 1, 1911, certain modifications are made in the plans and specifications attached to said contract of March 25th, 1914, as contained and set forth in the plans and specifications attached to this agreement; said plans consisting of 1 sheet, marked "Exhibit A" and said specifications consisting of 4 sheets, marked "Exhibit B".

We hereby consent and agree to the above modifications.

THE CITY OF SAN DIEGO.

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

Members of the Common Council.

NORTH AMERICAN DREDGING COMPANY OF NEVADA.

(SEAL)

By C. F. Guthridge,
Vice President.

SPECIFICATIONS FOR DREDGING.

Being part of certain Harbor Improvements in the Bay of San Diego, made in pursuance of an Act of the Legislature of the State of California, entitled, "An Act conveying certain tide lands, and lands lying under inland navigable waters situate in the Bay of San Diego, to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved May 1st, 1911.

WORK. The work consists of the furnishing of all machinery, tools, labor, material, plant, equipment, transportation, or other necessary or incidental expense to perform the work of dredging in the Bay of San Diego, California, all in accordance with the plans hereto attached, and the further specifications as herein set forth.

PLANS. The plan or drawing hereto attached consists of one sheet and exhibits the exact location of the areas of the bottom of the Bay to be dredged, together with the depths below lower low water for each area that it is proposed to dredge, also the position of the area where it is proposed to deposit all of the dredgings, as well as the position of the bulkhead and pierhead lines. All data contained on said plan or drawing shall be strictly adhered to and shall form and be a part of these specifications.

ELEVATIONS. All elevations given herein and shown upon the plans refer to the City Datum plane of levels as established by Ordinance No. 3, of Series F, of the City of San Diego, California.

DREDGING AREAS.

Area No. 1. Area No. 1 as shown upon the plans shall be dredged or excavated to a depth of not less than thirty-two (32) feet below lower low water, or as much deeper as the Engineer may direct in writing.

Area No. 2. Area No. 2 as shown upon the plans shall be dredged or excavated to a depth of not less than twenty (20) feet below lower low water, or as much deeper as the Engineer may direct in writing.

Area No. 2 a. Area No. 2 a as shown upon the plans shall be dredged or excavated to a depth of not less than thirty (30) feet below lower low water, or as much deeper as the Engineer may direct in writing.

Area No. 3. Area No. 3 as shown upon the plans shall be dredged or excavated to a depth of not less than fifteen (15) feet below lower low water, or as much deeper as the Engineer may direct in writing.

Area No. 4. Area No. 4 as shown upon the plans shall be dredged or excavated to a depth of not less than thirty-five (35) feet below lower low water, or as much deeper as the Engineer may direct in writing.

DEPOSIT AREA.

Area No. 5 shall be the depository or dump ground for all the materials dredged or excavated from Areas No. 1, No. 2, No. 2 a, No. 3 and No. 4. All such materials shall be so deposited that when completed the surface of the filled in area shall have a uniform elevation of 4.33 feet above the City Datum plane of levels, allowing a six inch variation.

LOWER LOW WATER MARK. Lower low water mark shall, for the purposes of these speci-

fications, mean and be understood to be 8.98 feet below the City Datum plane of levels.

GENERAL REQUIREMENTS.

(a) All work shall be executed in every respect in a thorough and workmanlike manner.

(b) Any overseer, superintendent, laborer or other person employed on the work by the contractor, who shall perform his work in a manner contrary to these specifications and attached plans, shall be discharged immediately and such person shall not again be employed on the work; All loss or damage arising from any unforeseen obstruction, or difficulties which may be encountered in the prosecution of the work, or from any action of the elements, or from any act or omission, not authorized by these specifications, on the part of the contractor, or any agent or person employed by him, shall be sustained by the contractor.

(c) No work which may be defective in its construction, or deficient in any of the requirements of these specifications and attached plans, will be considered as accepted in consequence of the failure of any officer of the city or any inspector connected with the work to point out said defects or deficiency during construction and the contractor shall correct any imperfect work, whenever discovered, before the final acceptance of the work.

(d) The contractor assumes all risk of variance in any computation or statement of amounts of quantities necessary to complete the work required by his contract, and agrees to furnish all necessary labor, tools, materials, plant and equipment or other expense to fully complete the work in accordance with these specifications and the plans hereto attached.

(e) The contractor shall give all facilities to the Engineer or his authorized deputy to examine and determine at all times whether or not the work is being carried out in accordance with these specifications and the plans hereto attached.

(f) If, from any cause, any portion or portions of the work to be done in violation of these specifications and attached plans, the contractor shall, at his own expense, immediately remove and rebuild such portion or portions in a proper manner; or the Engineer may cause such removals to be made the work to be done properly, and shall deduct the cost of the same from any money due the contractor.

(g) The contractor will be required to properly barricade the work so as to afford protection to the public. The contractor will be required to hold the City of San Diego, California, the Common Council of the City of San Diego, California, either in an official or personal capacity, harmless from liability caused by injury to persons or property.

(h) If any portion of the construction provided by these specifications and attached plans is covered by Letters Patent, the royalties due or to become due for the use thereof, shall be paid by the contractor and must be included in his bid.

(i) Whenever the words "Engineer", or "Harbor Engineer" are used in these specifications, they shall refer to, and mean, the Supervising Engineer of Municipal Harbor Improvements of the City of San Diego, California.

(j) Whenever the words "Common Council" are used in these specifications, they shall refer to and mean the Common Council of the City of San Diego, California.

(k) No part of the work will be accepted until the whole shall have been completed to the satisfaction of the Common Council.

Dated March _____, 1914.

(BLUE PRINT ATTACHED.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT to Modify Plans and SPECIFICATIONS for dredging as contained in Document No. 49515, being Document No. 75708 $\frac{1}{2}$.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

BOND.

KNOW ALL MEN BY THESE PRESENTS, that we, STERNE BROS. COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and W. E. Sterne and Beecher Sterne, as Sureties, residents of the City of San Diego, State of California, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Five Hundred and Fifty Dollars (\$550.00) lawful money of the United States of America, to be paid to said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of July, A. D. 1914.

The conditions of the above and foregoing obligation are such that, whereas, the said Principal has entered into the annexed contract with the said City of San Diego to furnish all labor, tools, transportation, material, supplies or other expenses, of every kind and description necessary, and to construct and deliver to said City of San Diego, and to install at a place to be designated by the Hydraulic Engineer of said City, one (1) 50 HP West Coast Distillate Engine and one (1) United Iron Works Two-step Centrifugal pump, belt driven, to conform to the specifications contained in Document No. 76967, filed in the office of the City Clerk of said City on May 20, 1914, which is by reference thereto made a part of said contract,

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereto affixed, and the said Sureties have hereunto set their hands this 15th day of July, 1914.

STERNE BROS. COMPANY

By W. E. Sterne, President

Beecher Sterne Secretary.

W. E. Sterne,

Beecher Sterne,

Sureties.

STATE OF CALIFORNIA,) ss.
County of San Diego.)

W. E. Sterne and Beecher Sterne sureties in the within undertaking, being duly sworn, say, each for himself, and not one for the other, that he is worth the sum specified in the said undertaking, over and above all his just debts and liabilities (exclusive of property exempt from execution), and that he is a resident within the State of California and a freeholder therein.

W. E. Sterne

Beecher Sterne

Subscribed and sworn to before me
this 15th day of July, 1914.

(SEAL)

W. E. Bartlett

Notary Public in and for the County of San Diego,
State of California.

I hereby approve the form of the within Bond, this _____ day of _____, 191_____.

City Attorney of the City of San Diego.

By _____

Deputy City Attorney.

Approved By a majority of the members of the Common Council of the City of San Diego,
California, this 15th day of July, 1914.

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

D. K. Adams

Members of the Common Council.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 15th day of July, A. D. 1914, between the City of San Diego, a municipal corporation in the County of San Diego, State of California, by its Common Council, party of the first part, and hereinafter designated as the City, and Sterne Bros. Company, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be kept and performed, and the sums of money hereinafter designated to be paid to said Contractor by said City, the said Contractor hereby covenants and undertakes to and with the said City, to furnish all labor, tools, transportation, material, supplies or other expenses, of every kind and description necessary, and to construct and deliver to said City of San Diego, and to install at a place to be designated by the Hydraulic Engineer of said City, one (1) 50 HP West Coast Distillate Engine and one (1) United Iron Works Two-step Centrifugal Pump, belt driven, to conform to the specifications contained in Document No. 76967, filed in the office of the City Clerk of said City on May 20, 1914, which said document is by reference thereto made a part hereof, as fully as though every part thereof were written out plainly herein.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 76967 as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

It is hereby agreed by and between the parties hereto that the said Contractor shall install the said work in a manner satisfactory to the Hydraulic Engineer of the City of San Diego.

It is hereby agreed by and between the parties hereto that the Contractor shall deliver the said pump and engine and complete the installation thereof within 10 days from the signing of this contract.

It is further agreed by and between the parties hereto that the said Contractor shall replace any broken, imperfect or defective piece of machinery, whether defective in work-

manship or material, at the Contractor's own cost, on demand of the City, within 365 days after the pump commences to operate.

The said City, in consideration of the faithful performance by said Contractor of each, every and all of the said agreements and covenants on the part of said Contractor herein contained, will pay to the said Contractor the price of Two Thousand One Hundred and Twenty-five Dollars (\$2125.00), in warrants drawn upon the proper fund of said City.

Said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and installation specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said Act, and providing for the enforcement thereof", approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the

Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed this day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt,

H. N. Manney

P. J. Benbough

D. K. Adams,

Members of the Common Council

STERNE BROS. COMPANY

By W. E. Sterne, President

Beecher Sterne, Secretary

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the above contract, this ____ day of July, A. D. 1914.

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and STERNE BROS. CO. furnish pump & engine, being DOCUMENT NO. 78913.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS: that Matt Laws, as principal, and the MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are held and firmly bound unto the City of San Diego, a Municipal Corporation, in the sum of Two Hundred Dollars (\$200.00) lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of September, 1914.

The condition of the above obligation is such that, whereas, the said Principal is about to enter into the annexed contract with the City of San Diego for the care and maintenance of the Public Comfort Station in the City of San Diego, belonging to said City, for the term of two years from and after the date of the execution of said Contract; and reference is hereby made to said contract for a more particular description of the conditions and covenants of said agreements.

Now therefore, if the said Principal shall faithfully perform the said Contract, and faithfully perform each and every covenant and agreement contained therein, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has set his hand and the said Surety has caused

this bond to be executed and its Corporate Seal to be hereunto attached, by its Attorneys-in-Fact thereunto duly authorized, this 2nd day of Sept., 1914.

Matt Laws,

PRINCIPAL.

MARYLAND CASUALTY COMPANY,

Surety.

By V. Wankowski
Its Attorney-in-Fact

(SEAL)

By P. Reese Perkins,
Its Attorney-in-Fact

I hereby approve the form of the within Bond, this 2nd day of September, 1914.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 2nd day of September, 1914.

Herbert R. Fay

P. J. Benbough

D. K. Adams.

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of September, 1914, by and between the City of San Diego, a Municipal Corporation in the County of San Diego, State of California, Party of the First Part, hereinafter designated as the City, and MATT LAWS of the City of San Diego, County of San Diego, State of California, Party of the Second Part, WITNESSETH.

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, said party of the second part hereby covenants and agrees to and with the said City, to furnish all materials and all labor, and other expenses, necessary for the maintainance and upkeep of the Public Comfort Station, owned by the City of San Diego, situated and located beneath the sidewalk bordering on the south side of the small park in the City of San Diego, known and described as the Plaza, for the term of two years, commencing on the 1st day of September, 1914.

Said party of the Second Part covenants and agrees to keep the said Comfort Station open at all times between the hours of 7:00 A. M. and 12:00 o'clock midnight of every day of said term, and to provide and keep a responsible attendant upon the premises at all the times herein mentioned.

Said Second Party further covenants and agrees to keep and maintain the said Comfort Station in a clean and sanitary condition, subject to the inspection and approval of the Inspector hereinafter selected and provided for by the respective parties hereto.

IT IS FURTHER AGREED by the party of the second part to maintain, in the containers provided by the City, at all times, an adequate supply of paper towels, toilet paper and

liquid soap for the free use of the Public, and to use only such towels, paper and soap as shall have been first inspected and approved by the inspector, hereinafter named, and the said Second Party further covenants and agrees to maintain, and at the expiration of this agreement to turn over to the City all appliances, attachments, fixtures, and all parts of said Public Comfort Station, in as good state and condition as reasonable use and wear thereof will permit, as when the same are delivered to said Second Party.

In consideration of the faithful performance on the part of the party of the Second Part of all the covenants and agreements herein set forth, the City covenants and agrees that said Party of the Second Part shall have the exclusive use of said Public Comfort Station, for the said term above provided, for the purposes of maintaining and conducting a cigar stand and bootblack stand in said Station and such other public service conveniences as may be approved by the said Inspector hereinafter mentioned.

The City hereby agrees to supply said Public Comfort Station with such paper towels and toilet paper as it shall be necessary to use in said Station.

It is expressly understood and agreed by and between the parties hereto, that all necessary conveniences of said Comfort Station shall be provided and maintained free of cost to the Public and that all toilet stalls and facilities shall be kept open and free at all times, provided however, that said Second Party may have the right to use and occupy that certain small room at the east end of the Women's room of said Comfort Station as a Manicure stand or other service stand for the convenience of ladies.

FURTHER, it is agreed and expressly understood by both parties hereto, that the said Public Comfort Station shall be maintained and conducted at all times for the comfort and convenience of the Public of the City of San Diego, and shall be open and subject at all times to inspection on behalf of the City of San Diego.

It is further agreed that the Building Inspector of the City of San Diego shall be and he hereby is appointed Inspector of such Public Comfort Station, and said Building Inspector shall inspect and approve the quality of all supplies used in said Comfort Station, and shall inspect and approve the condition and maintenance of the said Comfort Station, and it is expressly understood and agreed that said Second Party shall maintain and conduct said Comfort Station subject to such inspection and approval.

It is expressly understood and agreed by both parties hereto that upon the failure of the said Party of the Second Part to comply with any of the terms of this agreement, or upon the violation of any of the covenants of this contract on the part of the party of the Second Part, then the right of possession in and to said Comfort Station and equipments, supplies and fixtures thereof and every part thereof, shall revert to, and vest in said City, and said City shall have the right, without notice or service, to take possession of said Comfort Station and said equipment and fixtures and every part thereof from said Second Party without legal process.

The said Party of the Second Part hereby covenants and agrees to file with the Common Council of the City of San Diego, upon the execution of this agreement, a bond in the sum of Two Hundred Dollars (\$200.00) in favor of said City to secure the faithful performance of the terms and provisions of this contract. Said Second Party further covenants and agrees to hold the City harmless from any and all actions for damages arising out of the maintenance and care of said Public Comfort Station and to defend at his own cost any and all such actions.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the said City have hereunto set their hands as and for the act of said City in pursuance of a Resolution, duly adopted by the Said Common Council, authorizing such execution, and the said Party of

the Second Part has hereunto set his hand, the day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

CITY CLERK.

Matt T. Laws,

PARTY OF THE SECOND PART.

I hereby approve the form of the within contract this 31st day of August, 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and MATT LAWS, caretaker Public Comfort Station, being Document No. 80496.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 10th day of September, A. D. 1914, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Common Council, hereinafter sometimes designated as the City, and THE SEAGRAVE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish f. o. b. cars at San Diego, California, one (1) motor propelled combination hose wagon and chemical engine, as is more particularly set forth and described in those certain specifications consisting of five (5) sheets, which are attached hereto marked "Exhibit A", made a part hereof and by reference incorporated herein as though in this paragraph fully set forth.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said "Exhibit A" as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

The said Contractor warrants and guarantees that all material and workmanship in and about said apparatus and equipment shall comply with said specifications, and at its own expense will replace, free of charge to said City, at its factory, any part found within two years to be deficient in workmanship or material.

The apparatus and equipment herein mentioned shall be delivered to a transportation company at Columbus, Ohio, within ninety (90) working days after the receipt of this contract at the office of the Seagrave Company in Columbus, Ohio. However, additional time shall be made for delays on account of obtaining cars, materials, strikes or other causes beyond the control of the party of the second part.

And the said City, in consideration of the faithful performance by said Contractor of each, every and all of said agreements and covenants on the part of said Contractor herein contained, will pay to said Seagrave Company Five Thousand Eight Hundred and Fifty Dollars (\$5850.00) for said apparatus and equipment upon delivery and acceptance of the same.

In case the said City desires to test said apparatus before payment is made, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forwarded immediately to said Contractor at its office in Columbus, Ohio. If no such test is made, or if no such report be made by said City within ten (10) days after arrival, then said apparatus shall be considered as fully complying with this contract and said specifications.

It is agreed that the apparatus and equipment covered by this contract shall remain the property of the said Contractor until the entire contract price has been paid, and in case of any default in payment, said Contractor may take full possession of the apparatus and equipment, and any payments that have been made on this contract shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession.

Canvas covers shall be returned by freight to said Contractor at South Columbus, Ohio, or paid for in addition to the above contract.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, and the said Contractor has caused these presents to be executed and its corporate seal hereunto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO.

Herbert R. Fay

O. M. Schmidt,

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

THE SEAGRAVE COMPANY

By Gorham Fire App. Co. Inc.

By F. S. Hirsch, Res. Mgr.

I hereby approve the form of the foregoing contract, this 22nd day of October, A. D. 1914.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

S P E C I F I C A T I O N S.

FOR

ONE (1) MOTOR PROPELLED COMBINATION HOSE WAGON AND CHEMICAL ENGINE.

FOR THE SAN DIEGO FIRE DEPARTMENT.

MOTOR.

Type "D" Water Cooled; six (6) vertical cylinders, cast in pairs with integral water jackets; intake and exhaust valve chambers on opposite sides; four cycle; auxiliary exhaust valves to be rotary; all gears encased.

Bore 5-3/4 inch; stroke 6 inch.

Type "D" 6 cylinders, rated by A. L. A. M. formula 79.3 H. P.

CRANK CASE.

Made in two parts, parted horizontally through plane of crank shaft center. Upper section to form cylinder support being vertically divided between cylinders by webs or walls which support the bearings for the crank shaft. One piece bolts clamping cylinders and bearings for crank shaft in place. All working mechanism of motor fastened in or on upper section. Lower section is the oil reservoir used in auxiliary splash and is cast with compartment walls for each cylinder. To be removable for access to mechanism without disturbing any bearings or other parts.

CONNECTING RODS.

Made of drop forged steel I-beam section, 10" center to center of bearings. Crank shaft end is capped and bored for bushings of special antifriction metal. Cap is secured by four bolts securely locked by check, castle nuts and cotters. Suitable liners to be provided to take up wear. Pistons end to be fitted with bushings of best Phosphor Bronze for pin 1 3/8" diameter, 2 7/8" long. Crank pin bearing 2 1/4" diameter, 5" long.

CRANK SHAFT.

Nickel Steel turned from solid forging and heat treated. To have seven bearings. To have a flange on the fly-wheel end of liberal dimensions to which the fly-wheel is bolted. All bearings to be 2 1/4" diameter. The front bearing is N. B. #412; the rear is 4" long and center 2 5/8" and 2 7/8" long.

CAM SHAFT.

Two cam shafts, one on each side of motor in upper section of crank case with cam gears located in forward end, encased and easily accessible. Cam shaft to be made of nickel steel, 1 1/16" diameter. To have eight (8) bearings for six cylinders. Each bearing is 1 9/16" long.

FLY WHEEL.

Of liberal dimensions and so designed to form the female member of cone clutch. Fly-wheel to be bolted to a flange forged integral with crank shaft.

CLUTCH.

Leather covered cone clutch of liberal proportions suitable for power transmitted, operated by pedal lever; so that it can be adjusted or disassembled without disturbing other parts. Clutch brake to form integral part of clutch sleeve and prevents clutch from spinning when released. Automatically operated by clutch pedal. Grease cup to be provided for lubrication. Clutch to be fitted with adjustable springs under leather to prevent grabbing. Clutch disc to be made of aluminum.

BEARINGS.

Anti-friction bearing metal to be used in all bearings where ball bearings are not used.

Crank shaft and connecting rod bearings to be made of Mogul die-pressed metal. Cam shaft and piston pin bearings to be made of phosphor bronze.

LUBRICATION.

Positive multiple force feed oiler. Mechanically driven from the cam shaft, with leads direct to the main bearings on the crank shaft and to special oilers, which lubricate connecting rod crank bearings. Auxiliary splash to be also afforded all bearings in the lower section of crank case. Cam gears run in oil bath. Cam shaft bearings lubricated by cups. Cam and valve lifters run in heavy oil. Pistons and piston pin bearings lubricated by splash from crank case.

COOLING SYSTEM.

WATER COOLED;- By water circulated by gear pump positively driven from crank shaft, which forces water through honey-comb radiator of ample capacity, thence to exhaust side of motor, through water jackets surrounding cylinders to the intake side and back to radiator. Radiator to be placed in heavy cast frame mounted on springs, which protect the radiator from all shocks and vibration. Fan of ample size to be placed at forward end of motor just back of radiator, and is adjustable.

TRANSMISSION, DIFFERENTIAL AND DRIVING GEARS.

The transmission, differential and driving gears to be enclosed in one housing cast in two parts. The upper section to be bolted to frame and carry all bearings, shafts, gears, etc., and the lower section merely a cover and can be removed at any time for inspection. The transmission to be selective type, having three speeds forward and one reverse, direct drive on third speed. The differential consists of four bevel pinions meshing with the two bevel gears on the squared ends of the jack shaft. Differential housing is made entirely of bronze. Adjustments to be provided for taking up wear in the driving gear and pinion. All gears to run in oil bath. All shafts mounted on annular ball bearings. All gears and shafts to be made of the highest quality special automobile clash gear steel, specially heat-treated and hardened. All gears are of the stub tooth type. Transmission case to be made of best grade malleable iron. All transmission gears $5/7$ pitch, $1\frac{1}{2}$ " face; main transmission shaft $1\frac{3}{4}$ " diameter. Counter shaft $1\frac{3}{4}$ " diameter. Jack shaft $1\frac{3}{4}$ " diameter. Gear ratio: High 3.7 to 1; second 5.8 to 1; low 10.5 to 1; reverse 12.3 to 1.

DRIVE.

Two side chains driven by interchangeable sprockets that drive the rear sprockets, which are to be bolted on rear wheels. Chains to be Diamond make #157, 99" long, $1\frac{1}{2}$ " pitch $3/4$ " roller, and all links to be quick detachable.

SPROCKETS.

The driving sprockets are to be of one-piece steel, keyed and clamped by nuts to jack shaft so that with jack shaft it may be readily removed. So that they are interchangeable. The driving sprocket to be mounted on Hess-Bright bearings. The rear sprockets to be cast integral with emergency brake drums and be bolted to rear wheels, and made of cast steel.

BRAKES.

There are to be five brakes, two are external contracting bands lined with non-heating fabric, operating on drums attached to jack (sprocket) shafts, operated by pedal lever and when in operation brake directly to rear wheels through sprockets and side chains, taking all strain of the transmission, bevel drive and differential gears.

Two to be expanding cast shoes lined with non-heating fabric placed inside of sprocket drums bolted to rear wheels and are protected from dust by a sheet steel shield operated by emergency hand brake lever. Also a clutch brake automatically operated to prevent from spinning when released.

Both emergency and foot brakes to be provided with equalizer. Service brakes to be $2\frac{1}{2}$ " wide, 11" diameter. Emergency brakes to be $2\frac{1}{2}$ " wide, 16" diameter.

CONTROL.

The throttle and spark levers are to be located on top of steering wheel, engaging with sector which must be fixed so as not to revolve with steering wheel. All gears (three speeds forward and one reverse) to be operated by one lever, conveniently located next to emergency hand brake lever, Clutch and jack shaft brakes to be operated by foot pedals. Emergency brake by hand lever. Also to have an

STEERING GEAR.

To be of the worm and nut type with extra large bearing surfaces, Gear to be enclosed in dust-proof case and all moving parts run in grease. Suitable means to be provided for all necessary adjustments. Steering mast to be placed on an angle and provided with an 18" steering wheel.

GEAR SHIFT.

To be arranged with gear shift lever that only one set of gears can be engaged at a time, all other gears being automatically locked at that time. When in neutral position all gears are locked.

IGNITION.

Standard ignition to consist of two spark plugs with porcelain covers for each cylinder. One set to be supplied by dry cells through Coil and Timer; other set to be supplied by Bosch Water Proof High Tension Magneto. Each system to be entirely independent of the other.

CARBURETOR.

To be float feed, automatic auxiliary air intake throttle operated.

FRAME.

Solid rolled steel channel of suitable size for the load imposed and severe service required, drilled and riveted, thoroughly braced, cross and lateral members arranged to combine the greatest strength and rigidity, keeping all parts in proper alignment. Frame and cross members to be made of 5", 6 3/4 lb. channel. Truss rod with turnbuckle placed underneath.

SPRINGS.

Semi-elliptic front and rear. Front springs to be 40" long, 2 1/4" wide; rear 42" long and 2 1/2" wide. Plates grooved and edges clipped, suitable size for load carried. The springs to be designed for very easy riding.

The three top leaves to be made of Vanadium spring steel, balance of leaves of alloy steel. All spring bolts to be hardened and ground and provided with compression grease cups.

AXLES.

Front I-beam section roller bearing steering knuckles, Rear, 3" section solid. Both to be of best steel and suitable size for load carried and service required. To be fitted with Timkin Axels and roller bearings.

WHEELS.

Wood wheels of best selected material artillery type, with steel bands for tires and brass hub caps. All spokes to be tenoned and grooved at the hub.

GASOLINE TANK.

Of copper, thoroughly riveted with splasher partitions, having a capacity of 20 gallons, Filler in top and easily accessible.

BODY.

To be of sufficient size to carry 1500 feet of 2 1/2" cotton, rubber lined fire hose. The body built of sheet steel, substantially braced. The bottom to be made of hard wood strips 4" wide and spaced 1/2" apart. Rear end of body fitted with vertical friction rollers to allow easy laying of hose.

BRASS HAND RAILS.

To be attached by suitable brass standards to the top and sides of hose body. Hand rail to extend from rear of drivers seat over top of body panels to rear step. A brass pipe hand hold to be placed across rear end of body at convenient height from rear step.

STEPS AND FENDERS.

Side steps as large as space will permit securely placed between front and rear wheels, with steel fenders covering all wheels. Rear step to extend from outside to outside of rear fenders and at least 15" deep. Fenders made to entirely protect body and side steps from mud. Space between front and rear fenders entirely closed. All fenders to be made of heavy gauge steel (sheet) and properly braced.

Stops to be covered with aluminum sheets and edges protected with heavy oval steel.

TOOL BOX.

At rear of frame and in front of rear step, with door opening backward, of ample capacity to carry all small tools, such as repairing kit, spanners, wrenches, etc. Tool box to be provided with trays to which all automobile tools are strapped. It is to contain 1 complete tool and repair kit.

NICKEL PLATING.

All bright work to be nickel plated.

SELFSTARTER.

To be equipped with Gray & Davis electric self-starter.

FIRE EQUIPMENT.

- 1 - Trussed extension ladder of two, 14 foot sections, extending to 24 feet.
- 1 - 12 foot roof ladder with folding hooks.

Ladders to be placed above body.

- 2 - Pick head axes in regulation holders.
- 1 - Crow bar in regulation holder.
- 2 - Brass lantern in regulation holders, Dietz wind shield.
- 1 - 12" Locomotive bell.
- 1 - Tool kit with complete set of tools for repairs.
- 1 - Bay State auto kit containing complete assortment of socket wrenches.
- 1 - Set of tire chains.
- 1 - Heavy auto screw jack.
- 2 - Extra drive chain repair links.
- 1 - Warner Speedometer, with electric light.
- 1 - Plaster hook with regulation holders.
- 1 - Pike pole with regulation holders.
- 1 - Detroit Door opener.

LIGHTING EQUIPMENT.

- 1 - 12" Revolving Searchlight, electric. Placed on dash.
- 2 - 10" Rigid Rushmore Headlights, electric. Placed in front.
- 1 - Electric tail lamp, mounted on rear step.

CHEMICAL ENGINE.

Made of heavy hammered Lake Superior copper. Seams and heads rivited. All openings in shell are flanged inside and riveted; all seams, joints and parts exposed to chemicals heavily tinned to make smooth surface. The body of cylinder and the connections are polished; the heads oval in shape and pebbled. All valves and connections to be within easy reach. The chemical tank to be mounted by means of trunnions, crosswise of frame. All piping,

elbows, tees and valves to be made of heavy bronze and have one inch openings; joints to be thoroughly sweated. The acid dumping device and agitator paddles to be on separate shafts and operated independently from the same end of the tank. The cylinder to be fully equipped with pressure gauge, agitator and bypass, one pure lead acid bottle, one extra lead acid bottle and one brass acid bottle canister.

The tank to be fitted with a 2½" hose connection and valve, so the tank may be filled from hydrant or the water passed through the chemical hose without entering the tank. The chemical hose to be connected with heavy brass couplings, having no lugs or projections to prevent easy movement from the reel. The acid bottles both in the tank and in the carrying canister to be effectively sealed by lead stoppers. Each machine to be tested to the inlet of the chemical hose nozzle to 250 lbs. hydrostatic pressure.

CHEMICAL EQUIPMENT.

- 1 - 40 gallon Champion chemical tank.
- 1 - 5 gallon Fire Department extinguisher with shut off nozzle and carrying straps. Brook bottle type.
- 1 - 3 gallon Fire Department extinguisher with shut off nozzle and carrying straps, Brook bottle type.
- 1 - Pressure gauge.
- 200- feet, best quality 1" chemical hose, coupled and connected.
- 1 - Chemical hose nozzle, 2 tips.
- 2 - Lead acid receptacles.
- 1 - Brass canister, mounted.
- 1 - Acid measure, copper tin lined.
- 1 - Acid funnel, copper tin lined.
- 2 - Soda bags, canvas.
- 1 - Automatic reel, capacity 200 feet chemical hose.
- 2 - Chemical hose spanners.

All necessary wrenches.

PAINTING.

To be done with pure white lead, linseed oil, and the best coach colors. Decorating to be artistic, in fine colors and gold leaf.

- Bear and frame to be.....
- Body to be.....
- Ladders to be.....
- Lettering to be.....No.....

GUARANTEE.

Rubber tires and accessories that must be purchased of other manufacturers are subject to the guarantee of such manufacturers.

Builders to furnish the best of everything that can be procured and will at any time within two years replace free of charge at factory any defective workmanship or materials for which we are responsible.

It is the intention of these specifications to furnish a complete piece of apparatus, built of the best material, finished in handsome style, according to these specifications; and minor details omitted by an oversight will not plead an excuse for the omission.

The construction and acceptance to be to the satisfaction of the Superintendent of the Fire Department. All tests of the apparatus to be conducted by the Chief of the San Diego Fire Department.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and THE SEAGRAVE COMPANY for Fire Apparatus being Document No. 80833.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, THE SEAGRAVE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, as Principal, and ILLINOIS SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifteen Hundred Dollars (\$1500.00) good and lawful money of the United States, to be paid to said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of October, 1914.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish to said City one (1) motor propelled combination hose wagon and chemical engine, as is more particularly described and set forth in those certain specifications attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract, and to said specifications for a particular description of said apparatus and equipment.

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused these presents to be executed, and their corporate seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

THE SEAGRAVE COMPANY

(SEAL)

By Julius T. Stone, Prest.

ILLINOIS SURETY COMPANY.

(SEAL)

By C. H. Bancroft,

Attorney-in-Fact.

I hereby approve the form of the within Bond, this 16th day of October, 1914.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 19th day of October, 1914.

Herbert R. Fay,

O. M. Schmidt,

H. N. Manney,

P. J. Benbough,

D. K. Adams.

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

By Hugh A. Sanders, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of BOND---THE SEAGRAVE COMPANY for furnishing Fire Apparatus to City of San Diego, California, being Document No. 82100.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yd Jacques Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS. That we, ADVANCE CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of ARIZONA, as surety, are held and firmly bound unto the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of twenty-five hundred dollars (\$2500.00), lawful money of the United States, to be paid to said City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally firmly by these presents.

Signed and dated by us this 23rd day of September, 1914.

The condition of the above and foregoing obligation is such that whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all labor, tools, appliances, and necessary apparatus, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to haul one thousand (1000) tons, more or less, of miscellaneous material from a point or points within the City limits of the City of San Diego to be designated by the Hydraulic Engineer of the Water Department of said City, to the unloading platform on Barrett Reservoir, at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon, all as in detail set forth in those certain specifications contained in Document No. 80405, filed in the office of the City Clerk of said City on August 26, 1914, and endorsed, "Specifications for hauling material to Barrett," said specifications consisting of one page, copy of which specifications is attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said specifications for a particular description of the work to be done.

Now, therefore, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

ADVANCE CONSTRUCTION COMPANY.

By T. H. Tracy Presdt.

O. L. Jeancon Secty.

COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY

By Homer H. Peters, Jr.

Attorney-in-Fact

By Rusk P. Mossholder,

Attorney-in-Fact.

(SEAL)

(SEAL)

I hereby approve the form of the within Bond, this 30th day of September, 1914.

T. B. Cosgrove,
City Attorney.

By S. J. Higgins,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of September, 1914.

Herbert R. Fay,
O. M. Schmidt
H. N. Manney
P. J. Benbough
D. K. Adams
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

By Hugh A. Sanders, Deputy.

A G R E E M E N T.

THIS AGREEMENT, made and entered into this 23rd day of September, 1914, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, by and through its Common Council, hereinafter sometimes designated as the City, and ADVANCE CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said city, and the sums of money hereinafter designated to be paid said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said city to furnish all labor, tools, appliances, and necessary apparatus, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to haul one thousand (1000) tons, more or less, of miscellaneous material from a point or points within the City limits of the City of San Diego to be designated by the Hydraulic Engineer of the Water Department of said City, to the unloading platform on Barrett Reservoir, at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon, all as in detail set forth in those certain specifications contained in Document No. 80405, filed in the office of the City Clerk of said City on August 26, 1914, and endorsed, "Specifications for hauling material to Barrett," said specifications consisting of one page, copy of which specifications is attached hereto, marked "Exhibit A," and incorporated herein, and by reference thereto made a part of this contract as fully as if written out and incorporated into this paragraph of this contract.

Said contractor hereby agrees that it will be bound by each and every part of said specifications, and to do and cause to be done all of said work as specified in said specifications, as the same may be interpreted by the Hydraulic Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said contractor agrees to be bound by the interpretation placed upon such specifications by said Common Council.

Said contractor agrees to do and perform all of the said work of hauling said miscel-

laneous material, and to furnish all labor, tools, appliances and necessary apparatus necessary or incidental thereto, as set forth in said specifications, for the sum of five and 95/100 dollars (\$5.95) per ton.

Said contractor agrees to haul said material in a period of time not to exceed sixty (60) days, provided, always, however, that said material shall during said sixty days be available for delivery by said contractor in sufficient quantities to enable said contractor to haul at least twenty (20) tons per day; and provided, further, that said contractor shall not be called upon to haul more than forty (40) tons during any one day. A day, as used in this paragraph, shall be taken to mean a period of twenty-four hours; the purpose of this paragraph being to require the city to have at least twenty (20) tons of material available for hauling each day, and in the event that said city shall not have available for hauling twenty (20) tons of material in any particular day, then said contractor shall have one day longer in which to fulfill the terms of this contract; and also for the purpose of enabling the city to demand that said contractor hold itself ready to haul at least forty (40) tons of material on any particular date desired by said city; provided always, that said contractor shall have at least twenty-four hours' notice from the Hydraulic Engineer of the Department of Water of the requirement to haul forty (40) tons of material.

Said city, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, will pay to said contractor, in warrants drawn upon the proper fund of said City, the sum of five and 95/100 dollars (\$5.95) per ton for all material delivered at the points hereinabove set forth, in accordance with the terms of this contract; said payments to be made as follows:

Whenever said contractor shall have delivered one hundred tons or over of the said material, and the same has been accepted by the Hydraulic Engineer of the City of San Diego, and such acceptance has been reported to the Auditing Committee of said City of San Diego, said City will pay said contractor the said sum of five and 95/100 dollars (\$5.95) for each and every ton of material so delivered and accepted, as aforesaid.

All losses of material in transit, due to the neglect, carelessness or inattention of the said contractor shall be borne by the contractor.

Said contractor further agrees that it will not underlet nor assign this contract, nor any part thereof, to any one, without the consent, in writing, of the Common Council of said City having been first obtained.

Said contractor further agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor-done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said city harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and construction specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force

January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, or who directs or controls the work of any laborer, workman or mechanic, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars (\$10.00), for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10, 1903.

Said contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall not be less than two dollars (\$2.00) per day.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of this contract.

If the contractor considers any work required of it to be outside of the requirements of this contract, or considers any record or ruling of the Hydraulic Engineer as unfair, it shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done under these specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract; provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the General Laws in effect in said City, shall said city, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said contractor has caused this contract to be executed, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Herbert R. Fay

O. M. Schmidt

P. J. Benbough

D. K. Adams,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

ADVANCE CONSTRUCTION COMPANY.

By T. H. Tracy, Presdt.

(SEAL)

O. L. Jeancon Secty.

I hereby approve the form of the foregoing contract, this 30th day of September, 1914.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

"Exhibit A".

DOCUMENT NO. 80405.

SPECIFICATIONS FOR HAULING MATERIAL TO BARRETT.

The contractors shall furnish all the necessary apparatus for loading and handling the material, and all the labor required in connection with the same. The City shall furnish one man to see that the work is done in accordance with these specifications. The material shall be handled in a careful and workmanlike manner. The contractor shall use all due precautions to see that none of the material is damaged by the loading, hauling and unloading of the same, and shall satisfy himself that all material loaded by him is in a perfect condition, and shall make good any damage done to any of the material, either in loading, hauling or unloading at the point of shipment and at the point on the Barrett Reservoir Site, to which said material is delivered.

Bids shall include loading on the vehicles, hauling and unloading. Said bids shall be a price per ton for the said material; said price to be based upon the schedule below, bidders to give a separate price on each job.

The amounts of tonnage are approximate, and the City may add or take away from the amounts in the schedule.

Bidders shall give satisfactory evidence and a bond to enter into a contract, and contractors shall give a sufficient bond to insure the faithful performance of the contract.

The Hydraulic Engineer shall designate the point of delivery for material, in writing, and shall determine whether the contract is being carried out by the contractor, or his agents, in a satisfactory manner; and, upon his decision that said contract is not being carried out in a satisfactory manner, shall terminate the same, after due notice in writing to the contractor.

SCHEDULE

Tonnage - 1000, more or less

Point of loading - to be designated by the Department of Water.

Point of Delivery - Unloading platform on Barrett Reservoir at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon.

Time of Delivery - 60 days from date contract is signed.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

Contract and Bond between City of San Diego, California, and Advance Construction Company, Hauling miscellaneous material from San Diego to Barrett Reservoir etc., being Document No. 81391.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, ADVANCE CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as principal, and COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of ARIZONA, as surety, are held and firmly bound unto the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of twenty-five hundred dollars (\$2500.00), lawful money of the United States, to be paid to said City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 23rd day of September, 1914.

The condition of the above and foregoing obligation is such that whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all labor, tools, appliances and necessary apparatus, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to haul one thousand (1000) tons, more or less, of cement, from a point or points within the City limits of the City of San Diego to be designated by the Hydraulic Engineer of the Water Department of said city, to the unloading platform on Barrett Reservoir, at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon, all as in detail set forth in those certain specifications contained in Document No. 80406, filed in the office of the City Clerk of said City on August 26, 1914, and endorsed, "Specifications for Hauling Cement to Barrett," said specifications consisting of one page, a true copy of which specifications is attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said specifications for a particular description of the work to be done.

Now, therefore, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal and surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

ADVANCE CONSTRUCTION COMPANY.

By T. H. Tracy Presdt.

O. L. Jeancon Secty.

(SEAL)

COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY

By Homer H. Peters, Jr.

Attorney-in-Fact.

(SEAL)

By Rusk P. Mossholder,

Attorney-in-Fact.

I hereby approve the form of the within Bond, this 30th day of September, 1914.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of September, 1914.

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By Hugh A. Sanders,

Deputy.

A G R E E M E N T.

THIS AGREEMENT, made and entered into this 23rd day of September, 1914, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, by and through its Common Council, hereinafter sometimes designated as the City, and ADVANCE CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said city, and the sums of money hereinafter designated to be paid said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said city to furnish all labor, tools, appliances and necessary apparatus, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to haul one thousand (1000) tons, more or less, of cement, from a point or points within the City limits of the City of San Diego to be designated by the Hydraulic Engineer of the Water Department of said City, to the unloading platform on Barrett Reservoir, at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon, all as in detail set forth in those certain specifications contained in Document No. 80406, filed in the office of the City Clerk of said City on August 26, 1914, and endorsed, "Specifications for hauling Cement to Barrett," said specifications consisting of one page, a true copy of which specifications is attached hereto, marked "Exhibit A," and incorporated herein, and by reference thereto made a part of this contract as fully as if written out and incorporated into this paragraph of this contract.

Said contractor hereby agrees that it will be bound by each and every part of said specifications, and to do and cause to be done all of said work as specified in said specifications, as the same may be interpreted by the Hydraulic Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said contractor agrees to be bound by the interpretation placed upon such specifications by said Common Council.

Said contractor agrees to do and perform all of the said work of hauling said cement, and to furnish all labor, tools, appliances and necessary apparatus, necessary or incidental

thereto, as set forth in said specifications, for the sum of five and 95/100 dollars (\$5.95) per ton.

Said contractor agrees to haul said cement in a period of time not to exceed sixty (60) days, provided always, however, that said material shall during said sixty days be available for delivery by said contractor in sufficient quantities to enable said contractor to haul at least twenty (20) tons per day; and provided, further, that said contractor shall not be called upon to haul more than forty (40) tons during any one day. A day, as used in this paragraph, shall be taken to mean a period of twenty-four hours; the purpose of this paragraph being to require the city to have at least twenty (20) tons of material available for hauling each day, and in the event that said city shall not have available for hauling twenty (20) tons of cement in any particular day, then said contractor shall have one day longer in which to fulfill the terms of this contract; and also for the purpose of enabling the city to demand that said contractor hold itself ready to haul at least forty (40) tons of material on any particular date desired by said city; provided always, that said contractor shall have at least twenty-four hours' notice from the Hydraulic Engineer of the Department of Water of the requirement to haul forty (40) tons of material.

Said city, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, will pay to said contractor, in warrants drawn upon the proper fund of said city, the sum of five and 95/100 dollars (\$5.95) per ton for all cement delivered at the points hereinabove set forth, in accordance with the terms of this contract; said payments to be made as follows:

Whenever said contractor shall have delivered one hundred (100) tons, or over, of the said cement, and the same has been accepted by the Hydraulic Engineer of the City of San Diego, and such acceptance has been reported to the Auditing Committee of said City of San Diego, said city will pay said contractor the said sum of five and 95/100 dollars (\$5.95) for each and every ton of cement so delivered and accepted, as aforesaid.

All losses of cement in transit, due to the neglect, carelessness or inattention of the said contractor shall be borne by the contractor.

Said contractor further agrees that it will not underlet nor assign this contract, nor any part thereof, to any one, without the consent, in writing, of the Common Council of said City having been first obtained.

Said contractor further agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies, furnished for the performance of said work, and to hold said city harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and construction specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration

of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, or who directs or controls the work of any laborer, workman or mechanic, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars (\$100.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10, 1903.

Said contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall not be less than two dollars (\$2.00) per day.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Hydraulic Engineer of said city, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of this contract.

If the contractor considers any work required of it to be outside of the requirements of this contract, or considers any record or ruling of the Hydraulic Engineer as unfair, it shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done under these specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract; provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the General Laws in effect in said city, shall said city, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said city, under and pursuant to a resolution authorizing such execution, and said contractor has caused this contract to be executed, and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

By Herbert R. Fay

O. M. Schmidt

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

ADVANCE CONSTRUCTION COMPANY.

By T. H. Tracy Presdt.

O. L. Jeancon Secty.

(SEAL)

I hereby approve the form of the foregoing Contract, this 30th day of September, 1914.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

"EXHIBIT A."

DOCUMENT NO. 80406.

SPECIFICATIONS FOR HAULING CEMENT TO BARRETT.

The contractors shall furnish all the necessary apparatus for loading and hauling the cement, and all the labor required in connection with the same. The City shall furnish one man to see that the work is done in accordance with these specifications. The cement shall be handled in a careful and workmanlike manner. The contractor shall use all due precautions to see that none of the cement is damaged by loading, hauling and unloading of the same, and shall satisfy himself that all cement loaded by him is in a perfect condition, and shall make good any damage done to any of the cement, either in loading, hauling or unloading at the point of shipment and at the point on the Barrett Dam Site, to which said cement is delivered.

Bids shall include unloading from the railroad cars, on the vehicles, transportation and unloading. Said bids shall be a price per ton for the said cement, said price to be based upon the schedule below; bidders to give a separate price on each job.

The amounts of tonnage are approximate, and the City may add or take away from the amounts given in the schedule.

Bidders shall give satisfactory evidence and a bond to enter into a contract, and contractors shall give a sufficient bond to insure the faithful performance of the contract.

The Hydraulic Engineer shall designate the point of delivery for cement, in writing, and shall determine whether the contract is being carried out by the contractor, or his agents, and in a satisfactory manner; and, upon his decision that said contract is not being carried out in a satisfactory manner, shall terminate the same, after due notice in writing to the contractor.

SCHEDULE.

Tonnage - 1000, more or less.

Point of loading - From Railroad cars.

Point of Delivery - Unloading platform on Barrett Reservoir at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon.

Time of Delivery - 60 days from date contract is signed.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--- between CITY OF SAN DIEGO, CALIFORNIA and ADVANCE CONSTRUCTION COMPANY, hauling cement, being Document No. 81392.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By _____ Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, that we, PIONEER TRUCK COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and the MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto the CITY of SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIFTEEN HUNDRED DOLLARS (\$1500.00), lawful money of the United States, to be paid to said City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 5th day of October, 1914.

The condition of the above and foregoing obligation is such that whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all labor, tools, appliances and necessary apparatus, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to haul two thousand (2000) tons, more or less, of cement and other material, from the loading platform on Barrett Reservoir, at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon, to Stations to be designated by the Hydraulic Engineer of the Department of Water of said City, along Section 2 of the Cottonwood conduit, a distance of approximately 6 miles, in Cottonwood canyon, and a station in Pine Valley, approximately 1/2 mile from the mouth of said Pine Valley, a total distance of 1-1/2 miles, all as in detail set forth in those certain specifications contained in Document No. 80404, filed in the office of the City Clerk of said City on August 26, 1914, and endorsed, "Specifications, Hauling Cement and Material along Sec. 2, Cottonwood Conduit, and to Pine Valley Dam Site," said specifications consisting of one page, copy of which specifications is attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said specifications for a particular description of the work to be done.

NOW, THEREFORE, if the said Principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

PIONEER TRUCK COMPANY,

By Roscoe Hazard, Pres.

G. M. Robbins, Secy.

MARYLAND CASUALTY COMPANY

By V. Wankowski

Its Attorney-in-Fact.

By P. Reese Perkins,

Its Attorney-in-Fact. (SEAL)

I hereby approve the form of the within Bond, this 6th day of October, 1914.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 7th day of October, 1914.

O. M. Schmidt,

H. N. Manney,

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders,

Deputy.

A G R E E M E N T.

THIS AGREEMENT, made and entered into this 5th day of October, 1914, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, by and through its Common Council, hereinafter sometimes designated as the City, and PIONEER TRUCK COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said city, and the sums of money hereinafter designated to be paid said contractor by said city, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said city, to furnish all labor, tools, appliances and necessary apparatus, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to haul two thousand (2000) tons, more or less, of cement and other material, from the loading platform on Barrett Reservoir, at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon, to Stations to be designated by the Hydraulic Engineer of the Department of Water of said City, along Section 2 of the Cottonwood conduit, a distance of approximately six miles, in Cottonwood Canyon, and a station in Pine Valley, approximately one-half mile from the mouth of said Pine Valley, a total distance of one and one-half miles, all as in detail set forth in those certain specifications contained in Document No. 80404, filed in the office of the City Clerk of said City on August 26, 1914, and endorsed "Specifications, Hauling Cement and Material along Sec. 2, Cottonwood Conduit, and to Pine Valley Dam Site," said specifications consisting of one page, a true copy of which specifications is attached hereto, marked "Exhibit A," and incorporated herein, and by reference thereto made a part of this contract as fully as if written out and incorporated into this paragraph of this contract.

Said contractor hereby agrees that it will be bound by each and every part of said specifications, and to do and cause to be done all of said work as specified in said specifications, as the same may be interpreted by the Hydraulic Engineer of said city, unless an appeal shall be taken to the Common Council of said city, in which case said contractor hereby agrees to be bound by the interpretation placed upon such specifications by said Common Council.

Said contractor agrees to do and perform all of the said work of hauling said cement and other material, and to furnish all labor, tools, appliances and apparatus, necessary or incidental thereto, as set forth in said specifications, for the sum of one and 50/100 dollars (\$1.50) per ton.

Said contractor agrees to haul said cement in a period of time not to exceed sixty (60) days, provided always, however, that said cement and other material shall during said

sixty days be available for delivery by said contractor in sufficient quantities to enable said contractor to haul at least twenty (20) tons per day; and provided, further, that said contractor shall not be called upon to haul more than forty (40) tons during any one day. A day, as used in this paragraph, shall be taken to mean a period of twenty-four hours; the purpose of this paragraph being to require the city to have at least twenty (20) tons of material available for hauling each day, and in the event that said city shall not have available for hauling twenty (20) tons of cement and other material in any particular day, then said contractor shall have one day longer in which to fulfill the terms of this contract; and also for the purpose of enabling the city to demand that said contractor hold itself ready to haul at least forty (40) tons of cement and other material on any particular date desired by said city; provided, always, that said contractor shall have at least twenty-four hours' notice from the Hydraulic Engineer of the Department of Water of the requirement to haul forty (40) tons of material, or cement.

Said city, in consideration of the faithful performance by said contractor of each, every and all of the agreements and covenants on the part of said contractor undertaken by it to be performed, will pay to said contractor, in warrants drawn upon the proper fund of said city, the sum of one and 50/100 dollars (\$1.50) per ton for all cement, or other material, delivered at the points hereinabove set forth, in accordance with the terms of this contract, said payments to be made as follows:

Whenever said contractor shall have delivered one hundred (100) tons, or over, of the said cement and other material, and the same has been accepted by the Hydraulic Engineer of the Department of Water of the City of San Diego, and such acceptance has been reported to the Auditing Committee of said City of San Diego, said city will pay said contractor the said sum of one and 50/100 dollars (\$1.50) for each and every ton of cement and other material so delivered and accepted, as aforesaid.

All losses of cement and other material in transit, due to the neglect, careless or inattention of the said contractor, shall be borne by the contractor.

Said contractor further agrees that it will not underlet nor assign this contract, nor any part thereof, to any one, without the consent, in writing, of the Common Council of said City having been first obtained.

Said contractor further agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said city harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said city from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and construction specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any

sub-contractor doing work or performing labor pursuant to the terms of this contract, or who directs or controls the work of any laborer, workman or mechanic, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any Political Subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10, 1903.

Said contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall not be less than two dollars (\$2.00) per day.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Hydraulic Engineer of said city, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of this contract.

If the contractor considers any work required of it to be outside of the requirements of this contract, or considers any record or ruling of the Hydraulic Engineer as unfair, it shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done under these specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract; provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the General Laws in effect in said City, shall said city, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said contractor unless authorized and directed in writing by said Common Council to that effect.

The contractor, before being required to move any of the material in this contract mentioned, shall be entitled to a three days notice in writing to commence the hauling of said material, and after having received said notice, and after having commenced the hauling of said material, the City of San Diego shall have available for hauling at least twenty (20) tons of material each work day, and any work day before the completion of this contract in which the City of San Diego shall not have available for hauling at least twenty (20) tons of material, then and in that event the City of San Diego shall pay to said contractor the sum of Twenty five Dollars, as and for liquidated damages, and being the amount of cost the said contractor shall sustain by reason of his equipment lying idle for said day; provided always, however, that upon any such day when said twenty (20) tons of material shall not be

available for hauling, and said city shall be compelled to pay said contractor said sum of Twenty-five Dollars by reason thereby, that the said City of San Diego shall be entitled to the use of the equipment of said contractor during said day for other purposes of a character similar to the hauling of said material, and shall not be compelled to pay any additional sum therefor.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said contractor has caused this contract to be executed, and its corporate seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

PIONEER TRUCK COMPANY

By Pioneer Truck Co.

G. M. Robbins,

Secty.

I hereby approve the form of the foregoing contract this 6th day of October, A. D. 1914.

T. B. Cosgrove,

City Attorney.

"Exhibit A". DOCUMENT NO. 80404.

SPECIFICATIONS FOR HAULING CEMENT AND MATERIAL ALONG SECTION 2,
COTTONWOOD CONDUIT, AND TO PINE VALLEY DAM SITE.

The contractor shall furnish all the necessary apparatus for loading and handling the cement and material, and all the labor required in connection with the same. The City shall furnish one man to see that the work is done in accordance with these specifications. The cement and material shall be handled in a careful and workmanlike manner. The contractor shall use all due precautions to see that none of the cement and material is damaged by the loading, hauling and unloading of the same, and shall satisfy himself that all cement and material loaded by him is in a perfect condition, and shall make good any damage done to any of the cement and material, either in loading, hauling or unloading at the point of shipment and at the point of the Barrett Reservoir Site, to which said cement and material is delivered.

Bids shall include loading on the vehicles, hauling and unloading. Said bids shall be a price per ton for the said cement and material, said price to be based upon the schedule below; bidders to give a separate price on each job.

The amounts of tonnage are approximate and the City may add or take away from the amounts given in the schedule.

Bidders shall give satisfactory evidence and a bond to enter into a contract, and

contractors shall give a sufficient bond to insure a faithful performance of the contract.

The Hydraulic Engineer shall designate the point of delivery for cement and material, in writing, and shall determine whether the contract is being carried out by the contractor, or his agents, in a satisfactory manner; and, upon his decision that said contract is not being carried out in a satisfactory manner, shall terminate the same, after due notice in writing to the contractor.

SCHEDULE.

Tonnage - 2000, more or less.

Point of loading - Loading platform on Barrett Reservoir, at a point approximately 1-1/2 miles above the Barrett Dam Site, in Cottonwood Canyon.

Point of Delivery - At stations along Section 2 of the Cottonwood conduit, and a station in Pine Valley, approx. 1/2 mile from the mouth of said Pine Valley, a total distance of 1-1/2 miles.

Time of Delivery - 60 days from date contract is signed.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND - between CITY OF SAN DIEGO, CALIFORNIA and PIONEER TRUCK CO., hauling cement and other material, being DOCUMENT NO. 81393.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

INDENTURE OF LEASE.

THIS INDENTURE, made this 28th day of September, A. D. 1914, between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego and State of California, acting by and through a majority of its Common Council, the party of the first part, hereinafter sometimes referred to as the Lessor, and THOMAS SHEA, of the City of San Diego, California, the party of the second part, and hereinafter sometimes referred to as the Lessee, WITNESSETH:

That the lessor does by these presents demise and lease unto the lessee the following described property situate in the City of San Diego, County of San Diego, State of California, to-wit:

Block 440, and Lot 4, Block 443, of Old Town; and Pueblo Lot 1102 of the Pueblo Lands of said City of San Diego; for the term of One (1) year from the 29th day of August, 1914, at the yearly rental of Thirty-five dollars (\$35.00), payable in advance, the receipt whereof is hereby acknowledged.

This lease is made upon the condition, to which the lessee hereby assents, that should the City find that it needs said property during the term named, the said lessee will release that portion of the premises that may be required by the city inside of twelve (12) hours from the receipt by him of notice so to do and upon the refunding to him of the pro rated amount to cover the unexpired term for which rental has been paid.

And the said lessor hereby covenants and agrees that the lessee may remove from said premises any improvements which the said lessee may place thereon, provided that said improvements be removed within the time limited in the above notice.

IN WITNESS WHEREOF, the City of San Diego has caused this indenture to be executed, by a majority of its Common Council, pursuant to Resolution No. 18220, and the City Clerk of said City has hereunto affixed the official seal of said City, and the said lessee, Thomas Shea, has hereunto set his hand and seal, the day and year in this instrument first above written.

THE CITY OF SAN DIEGO.
Lessor.

By

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

Thomas Shea,
Lessee.

I hereby approve the form of the foregoing Indenture of Lease this 5th day of
October, 1914.

T. B. Cosgrove,
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
LEASE by CITY OF SAN DIEGO, CALIFORNIA to THOMAS SHEA, certain land in Old TOWN, P. L. 1102,
being Document No. 81580.

Allen H. Wright,
City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

MATERIAL AND LABOR BOND.

KNOW ALL MEN BY THESE PRESENTS, That we J. FRANK OVER, as principal, and United States Fidelity & Guaranty Company a corporation, organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto any and all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Twenty-one hundred two (2102) - - DOLLARS, lawful money of the United States, to be paid in such behalf, for which payment, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of November, A. D. 1914.

THE CONDITION of the above obligation is such that,

WHEREAS, ^{above} the bounden J. FRANK OVER is about to enter into a contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said city and to the satisfaction of the Common Council of said city, and to furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The paving with cement concrete pavement laid upon the finished sub-grade of all those portions of the roadway of Torrey road, in said city, commencing at a point on the northeasterly boundary line of the City of San Diego distant 1754.90 feet southeasterly from the most northerly corner of said city, said point being indicated on the plans and drawings hereinafter mentioned as Station No. 419 + 60.35 feet; running thence southwesterly, southerly and southeasterly along the roadway of said Torrey road, to a point on the top of the

Torrey Pines grade of said roadway, indicated on said plans and drawings as Station No. 349 + 74.18 feet, except the portion of said roadway occupied by the bridge between Station 409 + 06.30 feet and Station No. 411 + 03.0, as indicated on said plans and drawings; the particular location, extent and dimensions of said pavement, and the kind, quality and quantity of material to be used, and the manner of construction to be followed in connection with the paving and other work upon said roadway, are fully set forth and described in the plans, drawings and typical cross-sections and specifications contained in Document No. 80854, on file in the office of the City Clerk of said City, and copies of which are on file in the office of the City Engineer of said city, a copy of which said plans, drawings and typical cross-sections is attached to said contract, marked "Exhibit A," and made a part thereof; also, to construct, on the hillside of said roadway, cement concrete gutters, 3 feet in width, along said roadway, in connection with said pavement, and as a part of said pavement, commencing at Station No. 379 + 31.60 feet and ending at said Station No. 349 + 74.18 feet, all according to the plans, drawings and typical cross-sections and specifications contained in said Document No. 80854; and also, as a part of said work, the construction of one cement concrete catch-basin, together with its accessories, at each of the corrugated iron culverts already in said roadway, together with the connections between said catch-basins and said culverts, the particular point of location of said catch-basins relative to said culverts to be designated by the City Engineer of said city, all according to the said plans, drawings and typical cross-sections and specifications therefor contained in said Document No. 80854.

And whereas, the aforesaid penal sum of Twenty-one hundred two dollars (\$2102.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the benefit of all persons, companies or corporations who perform labor on or furnish material to be used in the said work;

Now, therefore, if the above bounden principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon of any kind, the said surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that said claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an Act, entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works,' approved March 27, 1897," and approved May 1, 1911.

IN WITNESS WHEREOF, the said principal has hereunto set his hand and seal, and the said surety has caused these presents to be executed, and its corporate name and seal to be hereunto affixed, by its duly authorized officers, the day and year first hereinabove written.

J. Frank Over,

Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

Surety.

By C. W. Oesting,

(SEAL)

Attorney-in-Fact.

I hereby approve the form of the within Bond, this 11th day of November, 1914.

T. B. Cosgrove,

City Attorney,

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 11th day of November, 1914.

Herbert R. Fay.

O. M. Schmidt

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

KNOW ALL MEN BY THESE PRESENTS, that we, J. FRANK OVER, as principal, and UNITED STATES & GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Ten hundred fifty-one dollars (\$1051.00), lawful money of the United States of America, to be paid to said City of San Diego, for which payment, well and truly to be made, the said principal hereby binds himself, his heirs, executors and administrators, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of November, 1914.

The condition of the above obligation is such that whereas, the above bounden principal is about to enter into the annexed contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to do and perform, in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said city and to the satisfaction of the Common Council of said city, and to furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The paving with cement concrete pavement laid upon the finished sub-grade of all those portions of the roadway of Torrey road, in said city, commencing at a point on the northeasterly boundary line of the City of San Diego distant 1754.90 feet southeasterly from the most northerly corner of said city, said point being indicated on the plans and drawings hereinafter mentioned as Station No. 419+60.35 feet; running thence southwesterly, southerly and southeasterly along the roadway of said Torrey road, to a point on the top of the Torrey Pines grade of said roadway, indicated on said plans and drawings as Station No. 349+74.18 feet, except the portion of said roadway occupied by the bridge between Station 409+06.30 feet and Station No. 411+03.0, as indicated on said plans and drawings; the particular location, extent and dimensions of said pavement, and the kind, quality and quantity of material to be used, and the manner of construction to be followed in connection with the paving and other work upon said roadway, are fully set forth and described in the plans, drawings and typical cross-sections and specifications contained in Document No. 80854, on file in the office of the City Clerk of said city, and copies of which are on file in the office of the City Engineer of said city, a copy of which said plans, drawings and typical cross-sections is attached to said contract, marked "Exhibit A," and made a part thereof; also, the construction on the hillside of said roadway, of cement concrete gutters, 3 feet in width, along said roadway, in connection with said pavement and as a part of said pave-

ment, commencing at Station No. 379+31.60 feet and ending at said Station No. 349+74.18 feet, all according to the plans, drawings and typical cross-sections and specifications contained in said Document No. 80854; and also, as a part of said work, the construction of one cement concrete catch-basin, together with its accessories, at each of the corrugated iron culverts already in said roadway, together with the connections between said catch-basins and said culverts, the particular point of location of said catch-basins relative to said culverts to be designated by the City Engineer of said City, all according to the said plans, drawings and typical cross-sections and specifications therefor contained in said Document No. 80854.

Now, therefore, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principal has hereunto set his hand and seal, and the said surety has caused these presents to be executed, and its corporate name and seal to be hereunto affixed, by its duly authorized officers, the day and year first hereinabove written.

J. Frank Over,

Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

Surety.

By C. W. Oesting,

Attorney in Fact

(SEAL)

I hereby approve the form of the within Bond, this 11th day of Nov. 1914.

T. B. Cosgrove,

City Attorney.

By M. R. Thorp,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 11th day of November, 1914.

Herbert R. Fay,

O. M. Schmidt

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders,

Deputy.

A G R E E M E N T.

THIS AGREEMENT, made and entered into at the City of San Diego, California, this 11th day of November, 1914, by and between J. FRANK OVER, of said City, party of the first part, hereinafter sometimes referred to as the Contractor, and the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the second part, hereinafter sometimes designated as the City, WITNESSETH:

That said contractor, for and in consideration of the agreements and payments hereinafter specified to be performed and made on the part of said city, promises and agrees to

and with said city, that he will do and perform in a good and workmanlike manner, under the direction and to the satisfaction of the Superintendent of Streets of said city, and to the satisfaction of the Common Council of said city, and furnish the necessary labor, tools, machinery, transportation and appliances, in compliance with the specifications hereinafter mentioned, all of the following work, to-wit:

The paving with cement concrete pavement laid upon the finished sub-grade of all those portions of the roadway of Torrey road, in said city, commencing at a point on the northeasterly boundary line of the City of San Diego distant 1754.90 feet southeasterly from the most northerly corner of said city, said point being indicated on the plans and drawings hereinafter mentioned as Station No. 419+60.35 feet; running thence southwesterly, southerly and southeasterly along the roadway of said Torrey road, to a point on the top of the Torrey Pines grade of said roadway, indicated on said plans and drawings as Station No. 349+74.18 feet, except the portion of said roadway occupied by the bridge between Station No. 409+06.30 and Station 411+03.0, as indicated on said plans and drawings; the particular location, extent and dimensions of which pavement, and the kind, quality and quantity of material to be used, and the manner of construction to be followed in connection with the paving and other work upon said roadway, are fully set forth and described in the plans, drawings and typical cross-sections and specifications contained in Document No. 80854, on file in the office of the City Clerk of said city, and copies of which are on file in the office of the City Engineer of said city; a copy of which said plans, drawings and typical cross-sections and specifications are hereto attached, marked "Exhibit A," and made a part of this contract; also, the construction on the hillside of said roadway of cement concrete gutters, 3 feet in width, along said roadway, in connection with the said pavement and as a part of said pavement, commencing at Station No. 379+31.60 feet and ending at said Station No. 349+74.18 feet, all according to and as shown upon the plans, drawings and typical cross-sections and specifications contained in said Document No. 80854; and also, as a part of said work, the construction of one cement concrete catch-basin, together with its accessories, at each of the corrugated iron culverts already in said roadway, together with the connections between said catch-basins and said culverts, the particular point of location of said catch-basins relative to said culverts to be designated by the City Engineer of said city, all according to the said plans, drawings and typical cross-sections and specifications therefor contained in said Document No. 80854.

It is further agreed by and between the said parties hereto that said work shall be done and completed in two sections, hereby designated as Section No. 1 and Section No. 2. Section No. 1 consists of all that portion of said work between Station No. 381+99.60 feet and Station No. 349+74.18 feet, as said stations appear upon said plans and drawings; and Section No. 2 consists of all that portion of said work lying between Station No. 381+99.60 feet and Station No. 419+60.35 feet, as said stations appear upon said plans and drawings.

The contractor shall commence the work on section No. 1, as above designated, on the 17th day of November, 1914, and shall prosecute the same with diligence and complete said work on said Section No. 1, on or before the 15 day of December, 1914. Upon the completion and acceptance of the said work on said Section No. 1, the said contractor shall be paid by said city 75% of the contract price thereof, and the remaining 25% of the contract price shall be paid thirty-five days from and after the completion and acceptance of said work, and after satisfactory proof shown by said contractor that all claims for labor done and material furnished for him upon said work have been paid.

Said contractor shall commence the work upon Section No. 2 of said work, as above described, on the 15 day of Feb. 1914, and shall prosecute the same with diligence, and complete said work on said Section No. 2, on or before the 31st day of January, 1915, and upon the completion and acceptance of said Section No. 2 of said work, the contractor shall be paid 75% of the contract price due upon said section No. 2 of said work, and the remaining 25% of the contract price for the work on said Section No. 2 shall be paid thirty-five days from the completion and acceptance of said work, and after satisfactory proof shown by said contractor that all claims for labor done and material furnished for him upon said work have been paid; provided that before any payment is made for any of said work, said contractor shall regularly present his claim therefor to said city, to be passed and approved by the auditing committee of said city.

It is further agreed by and between the parties hereto that the said city shall finish the sub-grade for the roadway of said pavement, in accordance with the said plans and specifications, and shall furnish and deliver the sand and cement necessary for said work, and distribute the same along the line of said work, as required by the contractor. Said city shall furnish the gravel necessary for said work, screened and ready for use, at a point at or near the bridge across Sorrento slough, and said contractor shall furnish the necessary transportation and transport said gravel from said point to and along the line of said work, as required. All said cement, sand and gravel to conform to and be in accordance with the specifications therefor contained in said Document No. 80854.

All of the said work shall be done and performed in the presence of a Supervising Engineer or Inspector, to be designated by said city.

It is further agreed by and between the parties hereto that said contractor shall not assign or sub-contract the said work, or any portion thereof, without the written consent of said city.

Said contractor agrees to do and perform all of said work, and furnish all necessary labor, tools, machinery, transportation and appliances, in compliance with said plans and specifications, at and for the following prices, to-wit:

Paving and guttering, per square foot, \$.035;

Concrete catch-basins, complete, \$7.50 each.

Said contractor further agrees that in the performance of said work in this contract specified, he will fully protect all of said work and improvement in process of construction or completion, and in case of any damage done to any of said work or improvements by reason of the negligence or carelessness of said contractor, his agents or representatives, in the performance of the obligations of this contract, before the final acceptance of the work by said city, said contractor shall repair and replace such damage at his own cost and expense.

Further, said contractor hereby agrees to save said city harmless from any and all laborers, workmen and mechanics for labor done, and for all claims of claims of materialmen for materials or supplies furnished, in the performance of said work, and to hold said city harmless from all actions for damages arising out of the performance of the work to be done under this contract.

Said contractor further agrees to furnish said city with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability and covering all employees connected with said work and improvement specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1, 1914, said certificate of the insurance carrier to bear the date of expiration of said policy.

Said contractor further agrees and covenants that neither the said contractor, nor any

sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work in this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said city, ten dollars for each laborer, workman or mechanic employed in the execution of this contract by said contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of, or for, any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10, 1903.

Said contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall not be less than two dollars (\$2.00) per day.

IN WITNESS WHEREOF, said contractor has hereunto set his hand and seal, and the said City of San Diego, by a resolution of its Common Council, duly passed and adopted, has caused its corporate name to be hereto subscribed, and these presents to be executed by a majority of the members of the said Common Council, and its corporate seal to be hereto affixed by the Clerk of said city, the day and year first hereinabove written.

J. Frank Over,

Contractor.

CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

P. J. Benbough

D.K. Adams,

Members of the Common Council.

(SEAL)

ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing contract, this 11th day of Nov. 1914.

T. B. COSGROVE, City Attorney.

By M. R. Thorpe,

Deputy City Attorney.

SPECIFICATIONS FOR THE CONSTRUCTION OF A CONCRETE PAVEMENT ON THE TORREY

PINE ROAD IN PUEBLO LOTS 1337-1338 and 1340, IN THE CITY OF SAN DIEGO,

CALIFORNIA.

PLANS: The work herein provided for is to be done in accordance with the plans, profiles and cross-sections on file in the office of the City Engineer of the City of San Diego, and all work shall, during its progress and on its completion, conform to the lines and levels which may from time to time be given by the said City Engineer.

WORK: The pavement is to consist of Portland cement concrete of the thickness as shown upon the cross-section adopted for the work.

SUB-GRADE: The subgrade for that portion of the roadway which is to be paved shall be such distance below and parallel to the finished surface thereof, as is shown upon said adopted cross-section.

GRADING: Grading shall include all filling, the removal of all earth, stones and other materials of whatever nature that may be encountered in bringing the street or road to its official grade or sub-grade.

In places where filling is necessary to bring the street or road to its official grade or sub-grade, the space over which such filling is to be made, before the work of filling is commenced, shall be cleaned of brush, rubbish and other materials other than earth, and the filling shall be done with good earth. No brush, weeds or materials of a spongy nature shall be used for filling. In order to thoroughly consolidate the earth fills and prevent settlement, the earth shall be moistened if necessary, and embankments, including slopes, shall be carried up full width in horizontal layers not to exceed 18 inches in thickness, and teams and vehicles shall be made to travel evenly over the whole surface of each layer both in coming and going. The formation of well defined ruts is especially prohibited. Large lumps shall be broken to a size not to exceed 6 inches in greatest dimension. The slopes of embankments shall be in proportion of $1\frac{1}{2}$ feet horizontal to 1 foot vertical, and shall be trimmed as they are carried up.

The shoulders shall be constructed as shown upon plans and shall be thoroughly watered and rolled to a smooth, hard surface.

PREPARING THE SUB-GRADE: After a section of the street or road has been brought to sub-grade, the surface shall be thoroughly watered and then rolled with a roller weighing not less than 400 lbs. per inch width of tire, until the surface is unyielding. Wherever practicable the street or road shall be cross-rolled as well as rolled longitudinally. Depressions made by rolling shall be levelled up with good earth and again rolled. Such portions of the street or road as cannot be reached by the roller, and all places excavated below sub-grade and refilled, and all pipe trenches and other places that cannot be properly compacted by the roller, shall be tamped solid, and in case of wet weather or soft or muddy ground, making the use of the roller unsafe or impracticable, the rolling shall not be undertaken until the ground has become sufficiently dry.

CONCRETE PAVEMENT: Upon the sub-grade prepared as above described, and thoroughly dampened, there shall be laid a Portland cement concrete pavement of the thickness shown on the typical cross-section adopted for said work, composed of the following materials and proportions, to wit:

- (1) One original commercial sack of Portland cement weighing not less than 94 lbs.
- (2) Two and one-half ($2\frac{1}{2}$) cubic feet of sand by volume.
- (3) Four (4) cubic feet of broken stone or gravel by volume.

CONCRETE MATERIALS: All cement used shall be Portland cement and must conform to the requirements contained in "Specifications for Portland Cement" hereto attached.

SAND: All sand used in the concrete mixture must be fresh water sand, clean and sharp, and contain not more than two (2) per cent of foreign matter of any kind. Not less than ninety (90) per cent by volume of the sand shall pass a screen having four (4) meshes to the lineal inch; at least fifty (50) per cent but not more than eighty-five (85) per cent by volume shall be retained on a screen having thirty (30) meshes to the lineal inch.

BROKEN STONE: Broken stone shall be the run of the crusher, except, however, that not more than five (5) per cent of its volume shall be material which will pass a $1/4$ inch mesh

screen, and not less than thirty (30) per cent of its volume shall be material which will pass a 1/4 inch mesh screen, and not less than thirty (30) per cent of its volume shall be material which will pass a 3/4 inch mesh screen, and shall range in size from the minimum noted above to two inches in greatest dimension maximum. All stone shall be clean, hard and durable in quality. No soft or weathered stone shall be used.

GRAVEL: Gravel shall be clean, hard and free from more than five (5) per cent by weight of sand, and shall range in size from a 1/4 inch minimum up to such a size as will pass a 2-inch ring. Not less than thirty (30) per cent of its volume shall be material which will pass a three-quarter (3/4) inch screen.

MIXING AND PLACING CONCRETE: All mixing shall be done with a machine mixer of an approved type. The necessary requirements for the machine shall be that a precise and regular proportioning of materials can be controlled, and the product as delivered shall be of the required consistency and be thoroughly mixed. Sufficient water shall be used to produce a concrete of such consistency that the coarse aggregate will not separate from the mortar.

After the roadbed has been thoroughly sprinkled, the concrete shall be immediately placed in position thereon, and tamped with an approved tamper until it is thoroughly compacted, and until the coarse aggregate is tamped to a point at least 1/2 inch below the surface, leaving a wearing coat composed of mortar and fine aggregate.

The elevation of the completed roadway shall be determined by the use of templates which shall be furnished by the contractor. All depressions shall be leveled up with concrete and all elevations above grade shall be either tamped to grade or removed. The finished pavement shall present a true, even surface.

CARE OF CONCRETE: Concrete pavement shall be protected from the sun and wind, and kept thoroughly wet for a period of seven (7) days after completion.

CATCH BASINS AND ACCESSORIES: Catch basins and accessories shall be constructed of the dimensions and according to the locations shown upon plans. All concrete shall be as specified for concrete pavement.

INSTRUCTIONS TO BIDDERS: Bidders will submit price for each catch basin complete, including connecting up with corrugated iron pipe to be installed by the city.

All water will be furnished free by the city, but the contractor will be required to furnish and install all pipe necessary for the distribution of said water from a connection with the end of the present two inch (2") pipe line at a point near the top of the Torrey Pine grade.

Shoulders shall be graded by the contractor between stations 346 and 382. Between stations 382 and the City Limits shoulders will be graded by the City.

Bidders will submit price per square feet for concrete pavement complete, including gutters, catch basin approaches and all necessary preparation of the roadbed, under the conditions specified in the following alternate plans.

(a) All cement will be furnished by the City f.o.b. Del Mar. All gravel will be furnished screened and ready for use at a point at or near the bridge across Sorrento Slough. Sand to be furnished by the contractor.

(b) All cement and sand to be furnished by the City, distributed along the work, as required by the contractor. Gravel to be furnished as specified in clause "a".

(c) The work shall be constructed in two sections. Section 1 to be constructed first, commencing at Sta. 382 00 and finishing at Sta. 349 74.

(d) Payments for the work on Section 1 shall be as follows: 75% on acceptance of

work, and the remaining 25% to be paid 35 days after date of acceptance of said Sec. 1.

Payments for work on Section 2 shall be as follows: 75% on acceptance work, and the remaining 25% to be paid 35 days after date of acceptance.

(e) The work shall be constructed under the direct supervision of the City Engineer and the Superintendent of Streets.

(f) The time for beginning and completing said work shall be fixed by the Superintendent of Streets at the time of signing of contract.

(g) When the terms "City Engineer" or "Superintendent of Streets" are used in these specifications they refer respectively to the City Engineer of the City of San Diego or the Superintendent of Streets of the City of San Diego, California, or their authorized agents or inspectors.

SPECIFICATIONS FOR PORTLAND CEMENT.

All cement used shall be Portland cement and must conform to the following requirements and be subject to the following tests, which will be open to the contractor. Samples for tests may be taken from every package delivered or proposed to be used upon the work, and unless they meet the requirements herein specified, such package or packages of cement will be rejected. No cement will be accepted, tested or permitted to be used unless delivered in the original unopened packages with the manufacturer's name and the brand of cement thereon. All samples of cement required by the City Engineer or his authorized deputy shall be given him free of charge and he shall have authority at any time to take such samples as he or his deputy may desire. All tests made will be made in the cement testing room provided by the City of San Diego for that purpose. Briquettes for testing tensile strength of cement will be made both of neat cement and cement and sand in the proportions hereinafter specified.

NORMAL CONSISTENCY: Normal consistency shall be determined in the following manner: Six (6) briquettes, of neat cement shall be made from one sample of the cement to be tested and with the following variable quantities of water by weight, to-wit: One briquette with nineteen (19) per cent. of water; one with twenty (20) per cent; one with twenty-one (21) per cent; one with twenty-two (22) per cent; one with twenty-three (23) per cent; one with twenty-four (24) per cent, respectively. After the lapse of times as hereinafter mentioned, the briquettes shall be broken and the briquettes developing the greatest tensile strength shall be deemed to have been mixed to normal consistency, thereby determining the quantity of water necessary to bring similar samples of the same consignment and brand of cement to normal consistency.

All cement for set tests, test pats and neat briquettes will be mixed with sufficient water to reduce the cement paste to normal consistency. Neat briquettes shall be mixed and pressed into moulds by hand and the mortar briquettes will be compacted by light tapping.

Mortar briquettes shall be mixed to a state of plasticity corresponding as nearly as possible to normal consistency in neat briquettes.

FINENESS: The cement must be evenly ground and when tested with the following standard sieves must pass at least the following percentages by weight:

No. 100 sieve, having 100 meshes per lineal inch, 92%.

No. 200 sieve, having 200 meshes per lineal inch, 75%.

Tensile Strength: Neat briquettes one inch square in section shall attain a minimum tensile strength as follows:

At 24 hours in moist air, 175 pounds.

At 7 days, (1 day in moist air, 6 days in water), 500 pounds.

At 28 days, (1 " " " " 27 " " "), 600 "

Briquettes one inch square in section made of one part of Portland cement to three parts of standard testing sand, shall attain a minimum tensile strength as follows:

At 7 days, (1 day in moist air, 6 days in water), 175 pounds.

At 28 days, (1 " " " " 27 " " "), 250 "

Cement testing neat below 700 pounds at 28 days and showing a retrogression below the 7 day test may be rejected.

The sand test must in all cases show increase in strength at 28 days over the 7 day tests.

SOUNDNESS: Pats of neat cement about three (3) inches in diameter, one-half inch in thickness at the center and tapering to a thin edge will be kept in moist air for a period of twenty-four hours.

A pat will then be kept in air of normal temperature and opened at intervals for at least twenty-eight (28) days. Another pat will be exposed in an atmosphere of steam, above boiling water, in a loosely closed vessel for five (5) hours. These pats to satisfactorily pass the requirements must remain firm and hard and must show no signs of distortion, checking, cracking, blotching or disintegration. Neat briquettes shall develop initial set in not less than thirty minutes but must not develop hard set in less than one (1) hour nor more than ten (10) hours. No cement will be permitted to be used in the work until after seventh day test as above required.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND --between CITY OF SAN DIEGO, CALIFORNIA, and J. FRANK OVER, pave TORREY ROAD, being Document No. 82819.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 8th day of September, 1914, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and E. T. LOCKYER of the County of San Diego, hereinafter called the Lessee, WITNESSETH:

That the said Lessor does, by these presents, lease, demise and let unto the said Lessee the following described property belonging to said City of San Diego:

All of Pueblo Lot 1353 of the Pueblo Lands of the City of San Diego, County of San Diego, State of California, according to the map thereof made by James Pascoe in the year 1870, save and except that portion of said Pueblo Lot 1353 bounded and described as follows:

Beginning at the northwesterly corner of said Pueblo Lot 1353; thence northeasterly along the northerly line of said Pueblo Lot 1353 a distance of 450 feet; thence southeasterly on a line parallel to the southwesterly line of said Pueblo Lot 1353 a distance of 280 feet; thence at right angles southwesterly 370 feet to the southwesterly line of said Pueblo Lot 1353; thence northwesterly along the southwesterly line of said Pueblo Lot 1353 a distance of 540 feet to the place of beginning.

Also that certain portion of Pueblo Lot 1355, according to said map made by said James Pascoe, in the County of San Diego, State of California, bounded and described as follows:

Commencing at the southeast corner of said Pueblo Lot 1355; thence southwesterly

along the southerly line of said Pueblo Lot 1355 to the southeast corner of Pueblo Lot 1353; thence northwesterly along the easterly line of said Pueblo Lot 1353 to the northeasterly corner thereof; thence northeasterly along the northerly line of said Pueblo Lot 1353 produced northeasterly to an intersection with the easterly boundary line of the said City of San Diego; thence southeasterly along the said easterly boundary line of San Diego to the place of beginning.

For a term of one year from and after the 1st day of January, 1914, at a rental of Fifty Dollars (\$50.00) for the said year, payable in advance on the first day of said term.

And it is hereby agreed that if any rent shall be due and unpaid, or if any default shall be made in any of the covenants herein contained, then it shall be lawful for the said Lessor to re-enter the said premises and to remove all persons therefrom.

And it is hereby mutually agreed that if said Lessor shall at any time during said term, serve upon the said Lessee a notice in writing, notifying said Lessee of the Lessor's intent to determine this lease, then this lease shall wholly cease and determine from the time of such service, in like manner to all intents whatever as if said term of one year were fully completed and ended. Provided, said Lessee shall have thirty (30) days time after said service to remove from said premises.

And the said Lessee, does hereby covenant, promise and agree that the said property shall be used only for grazing purposes and for no other purposes whatsoever, and the said Lessee promises and agrees to pay the said rent hereinbefore specified; and that at the expiration of said term, the said Lessee will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damages by the elements excepted), and the said Lessor does hereby covenant and agree that the said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, a majority of the members of the Common Council, as and for the act of the City of San Diego, Lessor herein, have set their hands, and the said Lessee herein has set his hand the day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt,

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

E. T. Lockyer

Lessee

I hereby approve the form of the within Lease, this 26th day of September, 1914.

T. B. COSGROVE, City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA, and E. T. LOCKYER P. L. 1353 etc., being Document No. 79539.

Allen H. Wright,
City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

AGREEMENT OF LEASE.

THIS AGREEMENT, made and entered into this 8th day of September, 1914, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and W. T. MELBOURNE, of the County of San Diego, hereinafter called the Lessee, WITNESSETH:

That the said Lessor does by these presents lease, demise and let unto the said Lessee the following described property in the County of San Diego, State of California, belonging to said City of San Diego:

Pueblo Lots 1318 and 1319 of the Pueblo Lands of the City of San Diego, according to the map thereof made by James Pascoe in the year 1870.

For a term of one year from and after the 1st day of January, 1914, at a rental of Twenty-five Dollars (\$25.00) for the said year, payable in advance on the first day of said term.

And it is hereby agreed that if any rent shall be due and unpaid, or if any default shall be made in any of the covenants herein contained, then it shall be lawful for the said lessor to re-enter the said premises and to remove all persons therefrom.

And it is hereby mutually agreed that if said Lessor shall at any time during said term, serve upon the said Lessee a notice in writing, notifying said Lessee of the Lessor's intent to determine this lease, then this lease shall wholly cease and determine from the time of such service, in like manner to all intents whatever as if said term of one year were fully completed and ended. Provided, said Lessee shall have thirty (30) days time after said service to remove from said premises.

And the said Lessee does hereby covenant, promise and agree that the said property shall be used only for grazing purposes and for no other purposes whatsoever, and the said Lessee promises and agrees to pay the said rent hereinbefore specified; and that at the expiration of said term, the said Lessee will quit and surrender the said premises in as good state and condition as reasonable use and wear thereof will permit (damages by the elements excepted), and the said Lessor does hereby covenant and agree that the said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

IN WITNESS WHEREOF, a majority of the members of the Common Council, as and for the act of the City of San Diego, Lessor herein, have set their hands, and the said Lessee herein has set his hand the day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

W. T. Melbourne

Lessee

I hereby approve the form of the within Lease, this _____ day of _____, 1914.

T. B. COSGROVE, City Attorney

By [Signature]
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE--between CITY OF SAN DIEGO, CALIFORNIA and W. T. MELBOURNE, P. L. 1318 & 1319, being Document No. 79540.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS AGREEMENT, made and entered into this 10th day of August, in the year 1914, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, (sometimes hereinafter called the "City") as party of the first part and the Riverside Portland Cement Company, a California corporation, (sometimes hereinafter called the "Company") as party of the second part,

WITNESSETH, whereas the said City is the owner of all that part of Pueblo Lot No. 1340 of the Pueblo Lands of said City, bounded and described as follows, to-wit:

All that part of said lot lying north of a line parallel with and distant 1453.3 feet north of the south line of said lot, on which is situated a rock pile along or near the shore line of the Pacific Ocean; and

WHEREAS, said lot lies and is situated north of the north line of the San Diego River, and

WHEREAS, said City desires to improve all that part of said lot hereinbefore described, and other Pueblo lands owned by said City, and to accomplish such improvement, said City intends to remove and will remove from said part of said lot, large quantities of gravel, pebbles, rocks and other materials; and

WHEREAS, such gravel, rocks and other materials, consists, in a large proportion, of pebbles of the size and kind hereinafter particularly described, which said City can dispose of when they have been gathered and separated from other materials, in the manner and upon the terms hereinafter provided, at a profit, and to the advantage of, said City.

NOW THEREFORE, for the purposes aforesaid, and in consideration of the promises and agreements hereinafter contained on the part of said Company by it to be kept and performed, the said City agrees as follows:

FIRST: The said City will and shall gather from said part of Pueblo Lot No. 1340, the pebbles therein contained, that are of such a size that they will be retained on a rock screen having apertures therein two inches in diameter and that are fit for use in grinding or pulverizing rock, earth or other material, in such amounts as shall be sufficient at all times to supply and satisfy the demand of the said Company therefor, as hereinafter provided.

SECOND: That said City will screen and separate all such pebbles so gathered from all other materials and deliver such pebbles so screened free on board cars on the track of the Atcheson, Topeka & Santa Fe Railroad, at Reba station on said railroad in said San Diego County.

THIRD: That said City will sell to said Company, such pebbles so delivered in such amounts as may be demanded or required by said Company from time to time for and during the period of five years from and after the 15th day of August, 1914.

FOURTH: That the performance of said work shall be let by said City to a contractor approved by each of the parties hereto, under a contract in writing made and entered into by and between the said City and said contractor substantially in the form hereto annexed, marked exhibit "A" and made a part hereof.

It is expressly provided, nevertheless, that said City may at any time or times during said period of five years, enter upon said part of said lot and take and remove therefrom for its own use any and all sand, gravel, pebbles, rock and other material other than pebbles of the size and kind hereinbefore described. In taking such sand, gravel, pebbles, rock or other material, said City shall separate and screen therefrom and deposit in some convenient place on said lot, all pebbles of said size and kind that may be found therein, which pebbles may be taken by said contractor, and delivered to said Cement Company in like manner as other pebbles are to be taken by said contractor and delivered to said Company from said lot.

The said Company, in consideration of the premises, agrees to transfer and deliver to said City, 3000 barrels of standard test Portland Cement, free on board the cars at its works at Crestmore, California, subject to the shipping orders of said City, given in writing not less than three days prior to the date on which shipment is to be made. Such cement shall be shipped in lots of not less than one minimum carload in any one shipment, and of not more than 500 barrels in any one day. All freight on said cement from said loading point shall be paid by said City.

Said Company, in further and full payment for such pebbles so screened and delivered, further agrees to pay to said contractor for said City, whenever and as often as any payment shall become due to said contractor under said contract, an amount of money equal to the payments so due from said City to said contractor under said contract.

Said Company further agrees to hold and save harmless the said City of and from all costs and expenses of every kind that may be incurred by said City in connection with any action or proceeding brought by such contractor, founded on said contract, for moneys due or payable to him, under or by virtue of any of the terms or provisions thereof; and also to hold and save harmless the said City, of and from all costs, expenses, liabilities, injuries and damages of every kind that may be incurred by said City in, by or through any suit, action or proceeding or otherwise, for or on account of any injury to any employee of such contractor, under or by virtue of any provisions of "The Workmen's Compensation Insurance and Safety Act" of the State of California, or of any amendment thereof or thereto or of any law hereafter adopted by the Legislature of the State of California providing for compensation or liability to injured employees.

Said Company does also hereby expressly waive any and every cause of action that it may at any time have against said City for damages for or on account of any failure on the part of said City to so gather, separate, screen or deliver said pebbles as herein provided, that shall be caused by a failure of such contractor to faithfully keep and perform the agreement of such contractor with said City, except as such performance may be prevented by the party of the first part.

It is further agreed that if said Company shall, at any time, fail to faithfully keep and perform all of its agreements herein contained, then in such case, said City may, at its option, during the period of any such default, by a resolution duly passed and adopted by its common council, cancel and terminate this agreement and thereupon and thereafter the same shall be void.

IN WITNESS WHEREOF the said City, by a resolution of its common council, duly passed and

adopted and numbered 17960 has caused its name to be hereunto subscribed and these presents to be executed by a majority of the members of said council and its corporate seal to be hereunto affixed by the City Clerk of said City, and the said Company, by resolution of its board of directors, duly passed and adopted, has caused its corporate name to be hereunto subscribed and these presents to be executed and its corporate seal to be hereunto affixed by its president and secretary, the day and year first above written.

CITY OF SAN DIEGO

By Herbert R. Fay

O. M. Schmidt

P. J. Benbough

D. K. Adams

H.N. Manney

(Corporate Seal)

Members of the Common Council.

(SEAL) Attest.

Allen H. Wright,

City Clerk.

RIVERSIDE PORTLAND CEMENT COMPANY,

By Tyler Henshaw,

Its Vice-President.

(SEAL)

Attest

Wm. H. Metcalf,

Its Secretary

I hereby approve the form of the foregoing agreement this 10th day of Aug. 1914.

T. B. COSGROVE, City Attorney

By M. R. Thorp,

Deputy City Attorney.

Approved as to form,

8/7/14 1914.

H. L. Cannahan

Attorney for Company

"Exhibit A"

THIS AGREEMENT made and entered into this 10th day of August, 1914, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California (hereinafter sometimes called the "City") as party of the first part and the Great Western Improvement Company (hereinafter sometimes called the "Contractor"), as party of the second part.

WITNESSETH, Whereas the said City is the owner of all that part of Pueblo Lot 1340 of the Pueblo lands of said City, that is bounded and described as follows, to-wit: All that part of said lot lying north of a line parallel with and distant 1453.3 feet north of the south line of said lot, on which is situated a rock pile along or near the shore line of the Pacific Ocean; and

WHEREAS there are contained in the gravel, pebbles, rocks and other materials composing the soil of said part of said lot, large quantities of pebbles, of such size that they will be retained on a rock screen having apertures therein two inches in diameter and of such kind that they are fit for use in grinding or pulverizing rock, earth or other materials,

AND WHEREAS said City desires to improve said part of said lot by the removal therefrom of a part or all of said pebbles.

NOW THEREFORE said Contractor in consideration of the premises and of the promises and agreements on the part of said City hereinafter contained, does by these presents agree to furnish all of the labor, tools, apparatus, appliances and machinery necessary or required to do the work hereinafter provided to be done, and to gather and separate by means of screens or otherwise from the gravel, pebbles, rocks and other materials composing the soil of said part of said lot, and to deliver to the Riverside Portland Cement Company, a corporation, free on board cars on the track of the Atcheson, Topeka and Santa Fe Railroad at Reba Station in said San Diego County, as demanded by said Cement Company, all of the pebbles of such size and kind, that may from time to time be demanded by said Cement Company for and during the period of five years from and after the 15th day of August, 1914.

Said Contractor further agrees that prior to commencing said work, it will cause itself to be insured against all liability for compensation to any of its employees engaged in said work, (without limitation as to the compensation payable) with an insurance carrier authorized to insure against such liability, under the laws of the State of California, and that it will maintain such insurance during the life of this contract; that all policies for such insurance shall contain the clauses and provisions required by Subdivisions c and d of Section 34 of the "Workmen's Compensation, Insurance and Safety Act" of the State of California, and that if any accident shall happen to any employee of said contractor engaged in said work, the contractor shall promptly serve upon any person claiming compensation on account of the happening of such accident and upon the insurance carrier a notice that the insurance carrier has, in its policy or contract, assumed and agreed to pay the compensation, if any, for which said contractor, as such employer, is liable, and will file a copy of such notice with the Industrial Accident Commission of the State of California. If said Contractor shall fail to give said notice, said City may give and file the same for and in behalf of, and in the name of said Contractor.

In consideration of the premises, said City agrees to pay said contractor the sum of fifty cents (50¢) for each and every ton of two thousand pounds of such pebbles so delivered free on board cars as hereinbefore provided.

Said Contractor agrees to accept in full payment of all sums so to become due or payable under the terms of the next preceding paragraph, the payments to be made by the Riverside Portland Cement Company to said contractor for said City under the terms of that certain agreement between said City and said Cement Company, bearing date the 10th day of August, 1914, and said contractor does hereby waive any other or further recourse on said City for the payment of said sums.

If said contractor shall fail to faithfully keep and perform each and every promise and agreement herein contained by the said contractor to be kept and performed, the said City may, at its option at any time during such default, by a resolution of its Common Council duly passed and adopted, cancel and terminate this agreement and thereupon and thereafter the same shall be void.

It is expressly, mutually agreed, anything herein contained to the contrary notwithstanding, that said City may at any time or times during said period of five years, enter upon said part of said lot and take and remove therefrom for its own use any and all sand, gravel, pebbles, rock and other materials other than pebbles of the size and kind hereinbefore described. In taking such sand, gravel, pebbles, rock or other material, said City shall separate and screen therefrom and deposit in some convenient place on said lot, all

pebbles of said size and kind that may be found therein, which pebbles may be taken by said contractor and delivered to said Cement Company in like manner as other pebbles are to be taken by said contractor and delivered to said Company from said lot.

IN WITNESS WHEREOF, the said City, by a resolution of its common council, duly passed and adopted, has caused its corporate name to be hereunto subscribed and these presents to be executed by a majority of the members of said council and its corporate seal to be hereunto affixed by the City Clerk of said City and the said contractor, by resolution of its board of directors, duly passed and adopted, has caused its corporate name to be hereunto subscribed and its corporate seal affixed and these presents to be executed by its president and secretary, the day and year first above written.

CITY OF SAN DIEGO

By Herbert R. Fay

O. M. Schmidt

P. J. Benbough

D. K. Adams

H. N. Manney

Members of Common Council

(Corporate Seal)

Attest

Allen H. Wright,

City Clerk

GREAT WESTERN IMPROVEMENT COMPANY,

(CORPORATE SEAL)

By Tyler Henshaw

Its President

By Wm. H. Metcalf,

Its Secretary

I hereby approve the form of the foregoing agreement this 10th day of Aug. 1914.

T. B. COSGROVE. City Attorney

By M. R. Thorp,

Deputy City Attorney

Approved as to form,

August 7th, 1914.

H. L. Camahan,

Attorney for Contractor.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA and RIVERSIDE PORTLAND CEMENT COMPANY, for rock on P. L. 1340, being DOCUMENT NO. 79884.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

THIS AGREEMENT made and entered into this 10th day of August, 1914, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California (hereinafter sometimes called the "City") as party of the first part and the Great Western Improvement Company, (hereinafter sometimes called the "Contractor"), as party of the second part.

WITNESSETH, Whereas the said City is the owner of all that part of Pueblo Lot 1340 of the Pueblo lands of said City, that is bounded and described as follows, to-wit:

All that part of said lot lying north of a line parallel with and distant 1453.3 feet north of the south line of said lot, on which is situated a rock pile along or near the shore line of the Pacific Ocean; and

WHEREAS there are contained in the gravel, pebbles, rocks and other materials composing the soil of said part of said lot, large quantities of pebbles, of such size that they will be retained on a rock screen having apertures therein two inches in diameter and of such kind that they are fit for use in grinding or pulverizing rock, earth or other materials,

AND WHEREAS said City desires to improve said part of said lot by the removal therefrom of a part or all of said pebbles.

NOW THEREFORE said Contractor in consideration of the premises and of the promises and agreements on the part of said City hereinafter contained, does by these presents agree to furnish all of the labor, tools, apparatus, appliances and machinery necessary or required to do the work hereinafter provided to be done, and to gather and separate by means of screens or otherwise from the gravel, pebbles, rocks and other materials composing the soil of said part of said lot, and to deliver to the Riverside Portland Cement Company, a corporation, free on board cars on the track of the Atcheson, Topeka and Santa Fe Railroad at Reba Station in said San Diego County, as demanded by said Cement Company, all of the pebbles of such size and kind, that may from time to time be demanded by said Cement Company for and during the period of five years from and after the 15th day of August, 1914.

Said Contractor further agrees that prior to commencing said work, it will cause itself to be insured against all liability for compensation to any of its employees engaged in said work, (without limitation as to the compensation payable) with an insurance carrier authorized to insure against such liability, under the laws of the State of California, and that it will maintain such insurance during the life of this contract; that all policies for such insurance shall contain the clauses and provisions required by Subdivisions c and d of Section 34 of the "Workmen's Compensation, Insurance and Safety Act" of the State of California, and that if any accident shall happen to any employee of said contractor engaged in said work, the contractor shall promptly serve upon any person claiming compensation on account of the happening of such accident and upon the insurance carrier a notice that the insurance carrier has, in its policy or contract, assumed and agreed to pay the compensation, if any, for which said contractor, as such employer, is liable, and will file a copy of such notice with the Industrial Accident Commission of the State of California. If said Contractor shall fail to give said notice, said City may give and file the same for and in behalf of, and in the name of said Contractor.

In consideration of the premises, said City agrees to pay said contractor the sum of fifty cents (50¢) for each and every ton of two thousand pounds of such pebbles so delivered free on board cars as hereinbefore provided.

Said Contractor agrees to accept in full payment of all sums so to become due or payable under the terms of the next preceding paragraph, the payments to be made by the Riverside Portland Cement Company to said contractor for said City under the terms of that certain agreement between said City and said Cement Company, bearing date the 10th day of August, 1914, and said contractor does hereby waive any other or further recourse on said City for the payment of said sums.

If said contractor shall fail to faithfully keep and perform each and every promise

and agreement herein contained by the said contractor to be kept and performed, the said City may, at its option at any time during such default, by a resolution of its Common Council duly passed and adopted, cancel and terminate this agreement and thereupon and thereafter the same shall be void.

It is expressly, mutually agreed, anything herein contained to the contrary notwithstanding, that said City may at any time or times during said period of five years, enter upon said part of said lot and take and remove therefrom for its own use any and all sand, gravel, pebbles, rock and other materials other than pebbles of the size and kind hereinbefore described. In taking such sand, gravel, pebbles, rock or other material, said City shall separate and screen therefrom and deposit in some convenient place on said lot, all pebbles of said size and kind that may be found therein, which pebbles may be taken by said contractor and delivered to said Cement Company in like manner as other pebbles are to be taken by said contractor and delivered to said Company from said lot.

IN WITNESS WHEREOF, the said City, by a resolution of its common council, duly passed and adopted, has caused its corporate name to be hereunto subscribed and these presents to be executed by a majority of the members of said council and its corporate seal to be hereunto affixed by the City Clerk of said City and the said contractor, by resolution of its board of directors, duly passed and adopted, has caused its corporate name to be hereunto subscribed and its corporate seal affixed and these presents to be executed by its president and secretary, the day and year first above written.

CITY OF SAN DIEGO

By Herbert R. Fay,

O. M. Schmidt

P. J. Benbough

D. K. Adams

H. N. Manney

Members of Common Council

(Corporate seal)

Attest;

Allen H. Wright,

City Clerk

GREAT WESTERN IMPROVEMENT COMPANY

By Tyler Henshaw,

Its President

By Wm. H. Metcalf,

Its Secretary.

(SEAL)

I hereby approve the form of the foregoing agreement this 10th day of Aug. 1914.

T. B. COSGROVE, City Attorney

by M. R. Thorp,

Deputy City Attorney

Approved as to form,

August 7th, 1914.

H. L. Carnahan

Attorney for Contractor.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT--between CITY OF SAN DIEGO, CALIFORNIA, and GREAT WESTERN IMPROVEMENT CO. to ~~XXXXXX~~ moverock etc. from P. L. 1340, being Document No. 79885.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

INDENTURE OF LEASE.

THIS INDENTURE OF LEASE, made and entered into at the City of San Diego, State of California, on the 19th day of October, 1914, by and between JAMES A. MURRAY and ED FLETCHER, parties of the first part, hereinafter sometimes referred to as the Lessors, and the CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, and State of California, acting by and through a majority of its Common Council, the party of the second part, and hereinafter sometimes referred to as the Lessee, WITNESSETH:

For that whereas, the said City of San Diego is now operating or is about to operate under contract of lease, certain pumps and pumping plants in and along the San Diego River in the County of San Diego and State of California; and,

Whereas, the said James A. Murray and Ed Fletcher own and control certain flumes, pipe lines and water carrying facilities, portions of which are located near and lie adjacent to said pumps and pumping plants operated by said City of San Diego; and,

Whereas, said City is desirous of using said flume, pipe lines and other water carrying facilities for the purpose of conveying the waters pumped by said pumping plants from the points where said pumping plants are located to a point where said waters can be conveniently delivered to the water system of said city; and,

Whereas, said James A. Murray and Ed Fletcher have agreed that said City of San Diego may use the flume, pipe lines and other water carrying facilities belonging to said James A. Murray and Ed Fletcher for the above mentioned purposes; and,

Whereas, all the parties hereto are desirous of entering into a contract of agreement defining the terms under which the said City of San Diego may use the water carrying facilities of said James A. Murray and Ed Fletcher for the purposes above set forth;

Now, therefore, in consideration of the mutual undertakings, covenants and agreements by the respective parties hereto undertaken and agreed upon, and in consideration of the faithful performance by the respective parties of the mutual promises hereinafter set forth, the said James A. Murray and Ed Fletcher, as lessors, hereby contract and agree with the City of San Diego, a municipal corporation, as lessee, as follows:

First:- The lessors herein, for the period of one year from and after the date of execution of this instrument, rent and lease to the said lessee the use of that portion of the flume, pipe lines and other water carrying facilities of the said lessors, as may be necessary or convenient to carry any waters pumped into the flume of said James A. Murray and Ed Fletcher, at points on said flume contiguous to the location of certain pumps or pumping plants or stations located in the San Diego River, and commonly referred to as the El Monte pumping plant, and the Chocolate pumping plant, and the Indian Reservation pumping plant, or such other pumping plants along the San Diego River as are now or may be hereafter operated by said city, to a point where said waters may be conveniently delivered to the water system of said City of San Diego. The exclusive charge, control and custody, however, of the whole and any portion of the carrying capacities of the lessors to remain with said lessors, and the entire upkeep and maintenance thereof to be borne by said lessors; the purpose of this indenture of lease and the scope thereof being merely to provide facilities to enable said lessee to use the carrying facilities of said lessors for the purpose of conveying and transferring waters from its pumping stations to its water impounding system.

Second:- All waters by said lessee pumped into the flume or carrying facilities of said lessors shall be carried and conveyed by said lessors through their flume, pipe lines and other water carrying facilities to a point near La Mesa, on the water system of said lessors where the same can be conveniently delivered to the lessee, said point to be determined by the Superintendent of the Water Department of said lessee; provided, however, that upon all water delivered or turned into the flume of said lessors by said lessee at the pumping plants hereinabove mentioned and maintained by said lessee, a loss of three and one-half per cent (3-1/2%) shall be allowed for seepage and evaporation and other water losses incident to the transportation from the pumping plant to the city's water system. And in order that a correct and accurate account may be had of all waters delivered to said lessors by said lessee at the above mentioned pumping stations for transmission to the city's water system, the said lessee shall install and maintain meters at all points where water is turned into the carrying facilities of the said lessors, and at the point or points where said water is delivered by said lessors to the water system of said lessee; said meters to remain the property of said lessee, and said lessee shall be responsible for the expense necessary or incidental to their upkeep; provided, however, that upon demand so to do the lessors herein, or their representatives, shall have access to said meters for the purpose of examining and reading the same.

Third:- The lessee, in consideration of the faithful performance of the obligations by said lessors undertaken, agrees to pay said lessors the sum of three (3) cents per thousand gallons for each and every thousand gallons of water carried by said lessors for said lessee, and delivered to said lessee at the points on the water system of said lessee, as in the second paragraph of this indenture provided, and in determining the amount to be paid said lessors by said lessee as in this paragraph provided, the amount of water delivered through the meter at the point where the waters are delivered by the lessors to the lessee shall control.

The payments by said lessee to said lessors, as herein mentioned and provided for, shall be made monthly, and at the end of each calendar month for the waters conveyed and carried by said lessors for said lessee during the preceding calendar month, or part thereof.

Fourth:- In the event that the lessors fail or refuse to carry and deliver to said lessee the waters pumped and delivered by said lessee to said lessors, then and in that instance the said lessors shall pay to said lessee the sum of Twenty (20) cents per thousand gallons for all water so delivered to said lessors by said lessee, and by said lessors not delivered to the water system of said lessee, at the point on the water system of said lessee as hereinabove provided for; provided always, however, that an allowance of three and one-half per cent (3-1/2%) shall be made for seepage, evaporation and other losses of water in transit.

IN WITNESS WHEREOF, said James A. Murray and Ed Fletcher affix their hands and seals, and the City of San Diego, through a majority of its Common Council, pursuant to Resolution No. 18386, execute on behalf of said City this indenture and the City Clerk of said City affixes the official seal the day and year in this instrument first above written.

James H. Murray

By Ed Fletcher Agt.

Ed Fletcher

Lessors.

Cuyamaca Water Co.

By Ed Fletcher Mgr.

THE CITY OF SAN DIEGO.

By Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Indenture of Lease this 5th day of October, 1914.

T. B. Cosgrove,

City Attorney of the City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE--between CITY OF SAN DIEGO, CALIFORNIA and JAS. A. MURRAY, ED FLETCHER and CUYAMACA WATER COMPANY, Pipe Line, pumps etc, being Document No. 81830.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS CONTRACT made and entered into this 14th day of October, 1914, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, hereinafter termed the CITY, and the Coronado Beach Company, a corporation, hereinafter termed the COMPANY,

B E A R S W I T N E S S: That the City, for and in consideration of the agreements herein contained on the part of the Company, does hereby let and grant to the Company the use of those certain telephone poles now in use by and owned by the City between the town of Otay and the Harvey Ranch House, in said County, such use of the said poles by said Company to consist of attaching and operating telephone wires to said poles by proper insulators; the City further grants and gives to said Company the right to connect at the said Harvey Ranch House its telephone line now known as the National 103 line, to the line of the City now known as the National 128 line, together with the use in common with said City of said National 128 line from said Harvey Ranch House to the Jamul Ranch House, in said County. This contract to remain in force for a period of five years reckoned from the 3rd day of October, 1913 unless sooner terminated as hereinafter provided.

The Company for and in consideration of the rights acquired hereunder, hereby agrees to pay annually in advance for the use of said poles between Otay and Harvey Ranch House the sum of five cents per contact, and it is agreed that there exists between said points 692 contacts, and also for the said connecting with and the use of said National 128 line between said Harvey Ranch House and said Jamul Ranch House to pay annually in advance the sum of \$34.20.

The Company agrees to maintain its wires upon the said poles in such repair as not to interfere with the efficiency of other wires upon said poles.

The Company further hereby gives the right of use during the continuation of this contract to the City of the present location of the City's telephone poles and lines in the same number and as now located upon the Jamul Ranch other than those poles now set upon

public roads in said Ranch.

The Company agrees not to install upon the said poles and lines between Otay and Harvey Ranch House any additional telephone instruments in excess of four in number without notifying and obtaining the assent of the City thereto; and, further, not to allow any of the wires and instruments under its control to carry in excess of 500 volts; and, further, not to permit the grounding of current from any of said wires.

It is further agreed between the parties hereto that the Company shall have the right to install within the limits of the Jamul Ranch as many telephone instruments upon the said National 128 line as it may deem necessary.

That in case of emergency the City shall have the first opportunity to use the lines which under this agreement are to be used jointly between the parties.

That the Company's rights under this contract shall be assignable and shall inure to the benefit of any successor of said Company.

It is especially stipulated between the parties that this contract may be terminated by giving the other party sixty days notice in writing, and in the event of such termination the Company shall remove its property from the pole line of the City at its expense within said sixty days, and the City shall refund all unearned rentals which the Company may have paid in advance.

IN WITNESS WHEREOF, the said City of San Diego has caused these presents to be executed by a majority of the members of the Common Council of said City, in pursuance of a resolution duly adopted authorizing such execution, and the said Company has caused these presents to be executed, and its corporate seal to be hereunto attached, by its duly authorized officers, the day and year first above written.

THE CITY OF SAN DIEGO,

By Herbert R. Fay

O. M. Schmidt

L. N. Manney H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Y. A. Jacques, Deputy.

CORONADO BEACH COMPANY,

BY W. Clayton

Vice President (SEAL)

I hereby approve the form of the foregoing contract, this 14th day of October, 1914.

T. B. Cosgrove, City Attorney,

By Gordon Ingle,

Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT, between CITY OF SAN DIEGO, CALIFORNIA, and, CORONADO BEACH COMPANY for use of poles between Otay and Harvey Ranch House etc., being Document No. 82034.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, JOHN DONALDSON as principal, and COMMONWEALTH BONDING AND CASUALTY INSURANCE CO., a corporation organized and existing under and by virtue of the laws of the State of ARIZONA, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Seven Hundred and Fifty Dollars (\$750.00), lawful money of the United States, to be paid to said City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 19th day of October, 1914.

The condition of the above and foregoing obligation is such that whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all labor, tools, appliances and necessary apparatus, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to haul eight thousand four hundred and fifty (8450) feet, more or less, (1408.3 tons), more or less, of 30 inch cast iron water pipe from the Water Department Pipe Yards, California and Grape Streets, in the City of San Diego, to Anna Street, East San Diego, between Boundary and Highland, and on Highland between Anna and University Boulevard, all as in detail set forth in those certain specifications contained in Document No. 80740, filed in the office of the City Clerk of said City on September 8, 1914, and endorsed "Spec. Hauling 30" Pipe to various points in East San Diego", said specifications consisting of one page, a true copy of which specifications is attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said specifications for a particular description of the work to be done.

Now, therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and the said Surety has caused these presents to be executed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

John Donaldson,
Principal

COMMONWEALTH BONDING AND CASUALTY INSURANCE COMPANY

By Homer H. Peters, Jr.
Attorney-in-Fact

By Rusk P. Mossholder

(SEAL)

Attorney-in-Fact

I hereby approve the form of the within Bond, this 28th day of October, 1914.

T. B. Cosgrove,
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 28th day of October, 1914.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

By Hugh A. Sanders,
Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into this 19th day of October, 1914, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, by and through its Common Council, hereinafter sometimes designated as the City, and JOHN DONALDSON, of the County of San Diego, State of California, party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances and necessary apparatus, and any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to haul eight thousand four hundred and fifty (8450) feet, more or less, (1408.3) tons, more or less, of 30 inch cast iron water pipe from the Water Department Pipe Yards, California and Grape Streets, in the City of San Diego, to Anna Street, East San Diego, between Boundary and Highland, and on Highland between Anna and University Boulevard, all as in detail set forth in those certain specifications contained in Document No. 80740, filed in the office of the City Clerk of said City on September 8, 1914, and endorsed "Spec. Hauling 30" Pipe to various points in East San Diego", said specifications consisting of one page, a true copy of which specifications is attached hereto, marked "Exhibit A", and incorporated herein, and by reference thereto made a part of this contract as fully as if written out and incorporated into this paragraph of this contract.

Said Contractor hereby agrees that he will be bound by each and every part of said specifications, and to and cause to be done all of said work as specified in said specifications, as the same may be interpreted by the Hydraulic Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of hauling said pipe, and to furnish all labor, tools, appliances and necessary apparatus, necessary or incidental thereto, as set forth in said specifications, for the sum of One Dollar (\$1.00) per ton.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, will pay to said Contractor, in warrants drawn upon the proper fund of said City, the sum of One Dollar (\$1.00) per ton for all pipe delivered at the points hereinabove set forth, in accordance with the terms of this contract; said payments to be made as follows:

Whenever said Contractor shall have delivered five hundred tons, or over, of the said pipe, and the same has been accepted by the Hydraulic Engineer of the City of San Diego, and such acceptance has been reported to the Auditing Committee of said City of San Diego, said City will pay said Contractor the said sum of One Dollar (\$1.00) for each and every ton of pipe so delivered and accepted, as aforesaid.

Said Contractor further agrees that he will not underlet nor assign this contract, nor any part thereof, to any one, without the consent, in writing, of the Common Council of said City having been first obtained.

Said Contractor further agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and construction specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, or who directs or controls the work of any laborer, workman or mechanic, upon any of the work by this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laboreres, workmen and mechanics employes upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof", approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall not be less than Two Dollars (\$2.00) per day.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside of the requirements of this contract, or considers any record or ruling of the Hydraulic Engineer as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done

under these specifications as in the judgment of the Common Council may be deemed necessary or expedient to carry out the intent of the contract; provided that the cost to the Contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the Contractor on account of such change or changes, except upon formal written agreement between the parties.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO.

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams,

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

John Donaldson

Contractor

I hereby approve the form of the foregoing contract, this 28th day of October, 1914.

T. B. Cosgrove,

City Attorney.

EXHIBIT A.

SPECIFICATIONS FOR HAULING OF 30 INCH CAST IRON PIPE FROM THE CITY
YARDS AT THE CORNER OF CALIFORNIA AND GRAPE TO THE VARIOUS LOCATIONS
SHOWN ON THE ATTACHED SCHEDULE.

The contractor shall furnish all the necessary apparatus for loading and handling the pipe and all the labor required in connection with the same. The City shall furnish one man to see that the work is done in accordance with these specifications. The pipe shall be handled in a careful and workmanlike manner. The contractor shall use all due precautions to see that none of the coating is marred either in the loading or unloading of same and shall satisfy himself that all pipe loaded by him is in a perfect condition and shall make good any damage done to any of the pipes, either in the loading or unloading or carrying the same to or from the yard to the job on which the pipe is delivered.

Bids shall include, as before mentioned, the loading on the vehicles, transportation and the unloading. Said bids shall be a price per ton for pipe, said price to be based upon the schedule herewith attached, contractors to give a separate price on each job. These amounts are approximate and the City can add to or take away from the amounts given in the attached schedule.

Contractors shall give satisfactory evidence and a bond that they will deliver pipe in such quantities and at such times as may be designated by the Hydraulic Engineer, who will give in writing, from time to time, the location and the amounts to deliver, sufficient to keep the yard clear.

SCHEDULE.

FOR HAULING 30 INCH PIPE

<u>Number of feet of Pipe</u>	8,450 more or less
<u>Size of Pipe</u>	30 inch cast iron
<u>Tonnage of Pipe</u>	1,408.3 more or less
<u>Places of Delivery</u>	On Ann St., East San Diego, between Boundary and Highland On Highland, between Ann and University Boulevard.
<u>Place of Loading</u>	Water Department Pipe Yards, California and Grape Sts., San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT, & BOND between CITY OF SAN DIEGO, CALIFORNIA and JOHN DONALDSON, Hauling Water Pipe, etc., being Document No. 82122.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

POWER OF ATTORNEY.

KNOW ALL MEN BY THESE PRESENTS; That I, GEORGE E. CUTLER, Vice President of the Guardian Casualty and Guaranty Company of Utah, by virtue of the authority conferred upon me by Resolution of the Board of Directors of said Guardian Casualty and Guaranty Company, do hereby appoint Miss A. M. Howell, and J. Ralph Sloan, Attorneys in Fact of said Company, at San Francisco, State of California, with full power to make, execute and deliver bonds and undertakings on behalf of said Company.

Said bonds and undertakings when so duly executed by said Miss A. M. Howell and J. Ralph Sloan, or any of them, shall be binding upon said Company as fully to all intents and purposes as if such bonds and undertakings had been duly executed and acknowledged and delivered by the regularly appointed officers of the Company.

IN TESTIMONY WHEREOF, I have hereto attached my signature as Vice President of the said Company and the same is attested by the signature of the Secretary of this Company and the Corporate Seal thereof this 26th day of February, 1914, in the City and County of Salt Lake, Utah.

GUARDIAN CASUALTY AND GUARANTY COMPANY,

By Geo. E. Cutler,

Vice President

(SEAL) Attest:

Thomas W. Sloan,
Secretary

At a regular meeting of the Board of Directors of GUARDIAN CASUALTY AND GUARANTY COMPANY, held at the office of the Company at No. 400 McCormick Building, in the City and County of Salt Lake, on the Twenty-fourth day of September, Nineteen Hundred and Nine, the following resolution was adopted:

"RESOLVED, That the President, or one of the Vice Presidents, and the Secretary, or one of the Assistant Secretaries be, and they are hereby authorized to appoint one or more persons residing in States other than Utah, and in the territories of the United States, and in the Dominion of Canada, its Attorney or Attorneys in Fact, to sign the name of the Company as Surety to, and execute, acknowledge, justify upon and deliver any and all stipulations, Bonds and Undertakings, given in any Judicial action or Proceedings, and for other

purposes; and that the said person or persons so appointed are hereby authorized and empowered to sign the name of the Company and to affix its corporate Seal as Surety to said Stipulations, Bonds and Undertakings, and to sign their names thereto in attestation of same, and thereby to lawfully bind the Company to all intents and purposes, as if done by its duly authorized officers, and the Company, through us, its Board of Directors, hereby ratify and confirm all and whatsoever the said person or persons may lawfully do by virtue of the authority hereby vested in them."

STATE OF UTAH,)
) SS.
COUNTY OF SALT LAKE,)

I, Thomas W. Sloan, Secretary of GUARDIAN CASUALTY AND GUARANTY COMPANY, hereby certify that I have compared the foregoing resolution with the original thereof, as recorded in the Minute Book of said Company, and that the same is a correct and true transcript therefrom, and of the whole of said original resolution.

Given under my hand and the seal
of the Company at the City of Salt
Lake, this 26th day of February,
1914.

Thomas W. Sloan,
Secretary.

(SEAL)

STATE OF UTAH,)
) : SS.
CITY AND COUNTY OF SALT LAKE.)

On this 26th day of February, in the year 1914, before me personally came GEORGE E. CUTLER, to me known, who, being by me duly sworn, did depose and say: That he resides in Salt Lake City, Utah, that he is Vice President of GUARDIAN CASUALTY AND GUARANTY COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed to said instrument by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

M. Edith Walker
Notary Public

(SEAL)

BOND

KNOW ALL MEN BY THESE PRESENTS, that we, WESTERN PIPE & STEEL COMPANY OF CALIFORNIA, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and GUARDIAN CASUALTY AND GUARANTY COMPANY, a corporation organized and doing business under the laws of the State of Utah, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Forty Thousand Dollars (\$40,000.00), good and lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of October, 1914.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish to the said City certain steel pipe and valves in the quantities and at the prices in said contract set forth, in accordance with the specifications contained in Document No. 81256, filed September 21, 1914, in the office of the City Clerk of said City, and endorsed "Spec. for Pipe Matl. etc., for Pipe Line Bonita to S Dgo, etc.", a true copy of which specifica-

tions, is attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said specifications for a particular description of said pipe and valves.

NOW THEREFORE, if the said Principal shall faithfully perform said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

WESTERN PIPE & STEEL COMPANY OF CALIFORNIA

By J. W. Mason Prest

E. B. Kinsman,

Secy. (SEAL)

GUARDIAN CASUALTY AND GUARANTY COMPANY

By J. R. Sloan,

Resident Vice President

(SEAL) Attest:

A. M. Howell,

Resident Ass't Sec'y

STATE OF CALIFORNIA,)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 30th day of October, in the year One Thousand Nine Hundred and Fourteen before me, M. V. COLLINS, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared J. R. Sloan and A. M. Howell, known to me to be the Resident Vice-President and Resident-Asst-Secretary respectively of Guardian Casualty and Guaranty Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.

M. V. Collins,

NOTARY PUBLIC, in and for the City and County of

(SEAL)

San Francisco, State of California.

I hereby approve the form of the within Bond, this 4th day of November, 1914.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 4th day of November, 1914.

Herbert R. Fay

O. M. Schmidt

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders Deputy.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 21st day of October, A. D. 1914, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, party of the first part, and hereinafter sometimes designated as the City, and WESTERN PIPE & STEEL COMPANY OF CALIFORNIA, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That said Contractor hereby undertakes to and with the said City to furnish and deliver to said City, f. o. b. cars at the Water Department Pipe Yards on California Street near Fir Street in the City of San Diego, California, certain steel pipe, valves and material, as hereinafter set forth.

The Contractor agrees that said steel pipe and valves to be furnished as above specified, shall conform to the specifications for said pipe and valves contained in Document No. 81256, filed September 21, 1914, in the office of the City Clerk of said City, and endorsed "Spec. for Pipe Matl. etc., for Pipe Line Bonita to S dgo, etc.", which said Document is by reference thereto made a part hereof and incorporated herein as fully as though in this paragraph fully set forth, and a copy of which document is attached hereto, marked "Exhibit A".

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 81256 as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

And said Contractor further agrees that it will commence the delivery of said pipe and valves within sixty (60) days after written notice by the Superintendent of the Department of Water to make said delivery, and to complete the delivery of said pipe and valves within the period of seventy-five (75) days after said written notice; time being of the essence of this contract, and being so understood by both parties hereto.

And said City, in consideration of the faithful performance by said Contractor of each, every and all of the said agreements and covenants on the part of said Contractor herein contained, will pay to said Contractor upon the delivery and acceptance of said pipe and valves in the City of San Diego at the point hereinbefore designated, the following prices and amounts:

Item	Quantity	Description	Unit Price	Total Price
(a)	40,500	Feet of 28 inch diameter steel pipe plate 1/4 inch thick, price per foot	\$ 2.33	\$94365.00
(b)	10,000	Pounds of special bends, exclusive of flanges, made of 1/4 inch pipe, price per pound with dipping, riveting, etc. same as pipe	.03	300.00
(c)		Extra price for each special cutting of pipe end to suit slight bends as per sketches furnished by Hydraulic Engineer	No charge	
(d)		Deduction per foot if inside caulking is omitted	.03	
(e)	30	Single Steel Flanges attached to pipe price per flange	13.00	390.00
(f)	1,330	Lengths of pipe, shop testing each	3.00	3990.00
(g)	5,000	Pounds of Cast Iron Specials, price per pound	.03 1/2	175.00
(h)		The finishing and drilling of 20 flanges on above cast iron specials, price per flange	1.50	30.00
(i)	5	Standard 28 inch flanged and drilled geared gate valves	300.00	1500.00
(j)	7	High Pressure 28 inch flanged and drilled, geared gate	375.00	2625.00
(k)	50	4 inch air valves complete	45.25	2262.50

(l)	1	High Pressure 12 inch blow-off valve	52.50	52.50
(m)	2	High Pressure 8 inch blow-off valves	31.00	62.00
(n)	1	High Pressure 6 inch blow-off valves	19.00	19.00
(o)	9	High Pressure 4 inch blow-off valves	11.25	101.25
(p)		Price per foot on Fibrous Protective Pipe coating wrapped spirally on the pipe as per above specifications	.35	

The Hydraulic Engineer of said City shall, on or before the 10th day of each month following the commencement of delivery of said pipe and valves, make an estimate of the amount of pipe and valves delivered according to the terms of this contract, and conditionally accepted by the City subject to the field test mentioned in the specifications, and on such estimate being made and reported to the Auditing Committee of said City of San Diego, eighty per cent (80%) of the value of materials estimated by said Hydraulic Engineer to have been delivered and conditionally accepted shall be paid, and twenty per cent (20%) of the said amount shall remain unpaid until the expiration of thirty (30) days from and after the completion of said contract and the conditional acceptance of said pipe and valves by said City. The Contractor hereby guarantees all the pipe herein mentioned to be water tight as to all shop made seams for a period of one year from the date of the conditional acceptance, and all leaks occurring within that time in any seams shall be repaired by the Contractor at its own expense. Such repairs shall include all excavation and back filling necessary to make such repairs, which said guarantee shall hold good for pressures up to and including two hundred and seventy-five (275) pounds per square inch.

And said Contractor hereby undertakes and agrees that no pipe shall be shipped under the terms of this contract until the same has been inspected and accepted by an agent of said City of San Diego.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, pursuant to a resolution authorizing such execution, and the said Contractor has caused these presents to be executed and its corporate seal hereto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

WESTERN PIPE & STEEL COMPANY OF CALIFORNIA.

By J. W. Mason Prest.

By F. B. Kinsman

Secy. (SEAL)

I hereby approve the form of the foregoing Contract, this 21st day of October, A. D. 1914.

T. B. Cosgrove

City Attorney.

EXHIBIT A.

SPECIFICATIONS FOR THE FURNISHING OF PIPES, VALVES AND MATERIAL FOR A
28 INCH STEEL TRANSMISSION MAIN CONNECTING AT A POINT NEAR THE END OF

THE 36 INCH WOOD MAIN ON THE OTAY-SAN DIEGO PIPE LINE AND CONTINUING IN A NORTHWESTERLY DIRECTION TO A POINT INSIDE THE CITY LIMITS OF THE CITY OF SAN DIEGO AND CONNECTING WITH THE 24 INCH MAIN ADJACENT TO THIRTIETH AND "H" STREETS, ALL ACCORDING TO ORDINANCE 5762 TO CARRY OUT THE PROVISIONS OF ORDINANCE 5334, SECTION ONE, ITEM "C".

A. Unless otherwise mentioned in these specifications, Document No. 80165, being Standard Plans and Specifications, Department of Water Pueblo Lands and Forestry, City of San Diego, Calif., on file in the City Clerk's office, will be a guide and a part of these specifications.

B: On account of the additional strength and carrying capacity the City of San Diego will allow a ten per cent advantage in comparing prices for pipes having the longitudinal joint either welded or the lock bar type with a guaranteed efficiency at the weld of not less than 100 per cent as compared with the thickness of the plate.

C: The plates, together with the chemical properties and physical properties, shall be as noted on pages 21 and 22 of Document No. 80165 with exception that the Elongation will be changed from 25 per cent to 20 per cent.

D: Unless otherwise ordered, the inspection shall be as set forth in Specification #11, page 22 of Document No. 80156.

E: All Rivets shall be in accordance with Specification #11, page 22, Document No. 80165.

F: Steel for Lock Bars shall be in accordance with Specification #11, page 22, Document No. 80165.

G: The Manufacture of Pipe shall be in accordance with Specification #11, pages 22 and 23 of Document No. 80165, it being understood that the end plates of the pipe shall be so punched that they shall fit the ends of the adjacent pipes assembled in the field. After the plates have been sheared, punched and rolled to shape, they shall be assembled in such manner that the coincidence of rivet holes, in both longitudinal and circular seams, may be checked to the satisfaction of the Engineer. Such assembling shall be accomplished by bolting the various plates together to the required form. Corresponding holes shall, without enlarging, coincide within about 1/32 of an inch, and all plates in which corresponding holes do not so coincide shall be rejected, unless the Engineer shall be of the opinion that the conditions of stress are such at the point in question as to make a more extensive enlargement safe. Drift pins shall not be used in forcing holes, but any perceptible lack of coincidence shall be corrected by a sharp reamer or drill.

H: The Laying Out shall be in accordance with Specification #11, page 23 of Document No. 80165.

I: The Angles and Curves shall be in accordance with Specification #11, page 23 of Document No. 80165.

J: The Punching shall be in accordance with Specification #11, page 23, of Document No. 80165.

K: The Shaping shall be in accordance with Specification #11, page 23 of Document No. 80165.

L: The Shop Riveting shall be as noted in Specification #11, pages 23 and 24 of Document No. 80165. One-quarter inch plate shall be assumed as weighing 10.2 pounds per square foot.

J: The spacing of the rivets shall be as shown for 24 inch and 30 inch pipe, namely,

2-1/15 inches pitch and 1-9/16 inches between rows of rivets. The allowable shear in rivets will be 10,000 pounds, otherwise the longitudinal seams shall be as noted on page 24 of Document No. 80165. Shop pressure tests shall be 275 pounds per square inch with a head of 413 pounds.

N: The pipe shall be built in lengths of not less than 30 feet with not more than three circular seams between ends of pipe and unless otherwise allowed, shall be so constructed that the spigot end of one pipe shall fit into the bell of the adjacent pipe and all proper allowance made for rivet holes, bends, etc.

O: The Caulking shall be done in accordance with Specification #11, page 24 of Document No. 80165. The bidders may mention a sum which they will deduct from the price bid should inside caulking be dispensed with. If no such mention be made it will be assumed that the contractors are bidding upon both inside and outside caulking as noted. The bidders shall stipulate in their bid the number of circular seams per length of pipe which they propose to construct.

P: Testing. Unless otherwise ordered, shop testing shall be complied with as mentioned in Specification #11, page 24 of Document No. 80165, and a price shall be bid per length of pipe for testing, and, if for any reason shop testing is dispensed with, this price will not be allowed.

Q: Cleaning: Cleaning of pipe, unless otherwise directed in writing by the Hydraulic Engineer, shall be complied with according to Specification #11, page 24 of Document No. 80165.

R: Coating: The coating of the pipe shall be as mentioned in Specification #11, page 25 of Document No. 80165, the contractor figuring on what is known as Pioneer Mineral Rubber Pipe Coating, or some other equally efficient mixture which must be approved of by the Hydraulic Engineer in writing. If the contractor wishes to substitute a standard mixture he must mention in his bid for such pipe what deduction he will make over and above his bid provided the mixture with which he proposes to coat the pipe is complied with in preference to the above mentioned coating. Any method deviating from the above mentioned specifications for dipping the pipe must be approved of by the Hydraulic Engineer in writing.

Bids will be taken on a fibrous coating, this coating to be composed of wool felt, or some approved equivalent material, and applied to the pipe by a suitable machine which will wrap the covering on spirally. This covering is to be applied over the regular dip. After the completion the outer covering is to be coated with sand in suitable quantities to prevent the pipe from sticking together. Samples of this coating are to be submitted. In comparison of bids for the pipes, valves, fittings and other material the price bid on the pipe coating will not be taken into consideration, except only that the Department of Water may utilize same if it deems necessary in passing through adobe or alkali soil.

S: All air valves shall be as specified on page 25 of Document No. 80165 and the bid for air valves shall include the installation of valve complete in place on the pipe. If so directed by the Hydraulic Engineer the various parts may be made separately and assembled in the field by the force of men.

T: The Protection of Metal shall be in accordance with Specification #11, page 25 of Document No. 80165.

U: Shipping: The shipping shall be as mentioned in Specification #11, page 25 of Document No. 80165. The same application of Pioneer Mineral Rubber Pipe Coating will apply to this item as applied to item "U" of these specifications.

V: Flanges shall be furnished at such places as may be designated by the Hydraulic

Engineer and will be paid for by the prices bid for the same in the specifications, the bid being for each separate flange and not in pairs.

W: Castings: All castings shall be of the local type made in accordance with Specification #24, pages 39 and 40 of Document No. 80165.

X: Blow-off Valves: Blow-off valves will be furnished in accordance with Specification #16, pages 32 and 33 of Document No. 80165 and at such locations as may be designated by the Department of Water for blow-off valves, a detail of which is shown by drawing B 127 L. These valves will be attached to the main pipe lines. This drawing is given as a type only, and the size of the saddle and the dimensions of same shall be governed according to the size and type of valve adopted. All drilling shall be made according to what is known as the standard of the American Society of Mechanical Engineers.

Y: The Steel castings shall withstand a test of at least twice the pressure for which they are designed. There shall be no plugging or other methods adopted to prevent any leaking that may have started due to flaws in the castings. Each pipe containing a blow-off valve shall be marked for the location at which it shall go. The Department of Water shall be furnished with a clear and concise record of the pipes and pipe markings and the location of same according to stations as enumerated on the profile, which will be furnished to the successful bidder by the Department of Water.

Z: Gate Valves: All gate valves shall be made according to Specification #16, pages 32 and 33 of Document No. 80165. The Department of Water has on file drawing C 140 L, showing location of the pipe line from Bonita to the City Limits and a profile as shown by drawing D 69 L showing the location of the blow-off valves, air valves and main gate valves. A copy of both plans and profile will be submitted to the successful bidder subsequent to the award of the contract.

AA: Guarantee: The pipe is to be guaranteed watertight as to all shop made seams for one year from date of acceptance and all leaks occurring within that time in any seams shall be repaired by the contractor at his own expense. This will include all excavation and back-filling necessary to make such repairs. This guarantee shall hold good for pressures up to and including 275 pounds per square inch.

BB: It being understood that the successful bidder being paid by the unit quantity for the various items set forth in the schedule of bids, the city reserves the right to make any changes in the location of the pipe line or to increase or decrease any of the quantities on which the bidder bases his estimate and the contractor will be allowed no damages on account of the anticipated profits, or losses sustained thereby.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND, between CITY OF SAN DIEGO, CALIFORNIA and WESTERN PIPE & STEEL COMPANY for Steel Pipe, valves etc. being Document No. 82292.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

A G R E E M E N T.

WHEREAS, the undersigned Ellen B. Scripps, of the City of San Diego, California, is the owner of Pueblo Lot 1338 of the Pueblo Lands of the City of San Diego; and,

WHEREAS, said Ellen B. Scripps, as such owner, and Fred T. Scripps are desirous of having a portion of the public highway known as the Torrey Pines Road, across said Pueblo Lot,

improved with concrete pavement;

NOW, THEREFORE, in consideration of the said city's constructing, or causing to be constructed, either by day labor or by contract, a cement concrete pavement on and along said highway across said Pueblo Lot, in accordance with the plans and specifications therefor contained in Document No. 80854, on file in the office of the City Clerk of said City, (which said plans and specifications are hereby referred to and made a part hereof), and as an inducement for said city to do or cause to be done said work, we, Ellen B. Scripps and Fred T. Scripps, do hereby, jointly and severally, promise to pay to said City of San Diego, the sum of Five thousand dollars (\$5000.00), on the date of the acceptance by the Superintendent of Streets of said city of the work upon Section No. 1 thereof, as shown by said plans and specifications, such payment to be in full for their portion of the costs and expenses of said work and improvement, and in full of any charges for such work and improvement to be borne by said Pueblo Lot 1338, according to Resolution No. 18358, a copy of which is hereto attached.

Ellen B. Scripps

F. T. Scripps

RESOLUTION NO. 18358.

WHEREAS, Miss E. B. Scripps, of the City of San Diego, California, offers to pay the said city the sum of five thousand dollars towards the paving and otherwise improving of the city highway across the Torrey Pines Hill in Pueblo Lot 1338 of the Pueblo Lands of said City, on condition that she be not further assessed for any property north of the south line of said Pueblo Lot for the immediate improvement of the said highway; NOW, THEREFORE,

BE IT RESOLVED By the Common Council of the City of San Diego, as follows:

That the said sum of five thousand dollars be, and the same is hereby accepted, the said sum to be paid into the Pueblo Lands Fund of said City, and to be held in trust to be applied to the improvement of the said highway along and over the said Torrey Pines hill, in consideration whereof the City of San Diego hereby agrees that no further sum or sums shall be assessed against the property of the said E. B. Scripps north of the south line of said Pueblo Lot 1338.

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 18358, of the Common Council of the City of San Diego, California, as adopted by said Council October 13, 1914.

(SEAL)

Allen H. Wright,

City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT of ELLEN B. SCRIPPS & F. T. SCRIPPS to pay for paving Torrey Pines Road, being Document No. 82697.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, AMERICAN CAST IRON PIPE COMPANY, a corporation organized, and existing under and by virtue of the laws of the State of Georgia, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK a corporation, organized and existing under the laws of the State of New York, as Surety, are held and firmly bound unto the City of San Diego, a

municipal corporation in the County of San Diego, State of California, in the sum of Fifteen Hundred Dollars (\$1500.00), good and lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made, the said Principal hereby binds itself, its successors and assigns and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of November, 1914.

THE CONDITION of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish to said City, f. o. b. cars, switch, between California and Fir Streets, in said City,-

830 feet 6" Class B Cast Iron Water Pipe

60 feet 8" Class B Cast Iron Water Pipe

756 feet 10" Class B Cast Iron Water Pipe

at Twenty-seven and 40/100 Dollars (\$27.40) per ton of two thousand (2000) pounds, delivered as aforesaid, and in accordance with the specifications for said pipe contained in Document No. 80165, filed August 18th, 1914, in the office of the City Clerk of said City.

NOW THEREFORE, if the said Principal shall faithfully perform said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal and Surety have caused these presents to be executed and their corporate seals to be hereunto affixed by their proper officers thereunto duly authorized, the day and year in this instrument first above written.

AMERICAN CAST IRON PIPE COMPANY

By J. M. Blair Agt.

AMERICAN SURETY COMPANY OF NEW YORK.

By H. J. Douglas

Resident Vice President

(SEAL) ATTEST:

By O. H. Galloway,

Resident Assistant Secretary

I hereby approve the form of the within Bond, this 27th day of November, 1914.

T. B. Cosgrove

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 30th day of November, 1914.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk,

By Hugh A. Sanders Deputy.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 9th day of November, A. D. 1914, between the City of San Diego, a municipal corporation in the County of San Diego, State of Cali-

fornia, by its Common Council, party of the first part, and hereinafter designated as the City, and the American Cast Iron Pipe Company, a corporation organized and doing business under the laws of the State of Georgia, party of the second part, and hereinafter referred to as the Contractor, WITNESSETH:

That said Contractor hereby undertakes to and with the said City to furnish and deliver to the said City, f. o. b. cars switch, between California and Fir Streets, in the City of San Diego, California.

830 feet 6" Class B Cast Iron Water Pipe

60 feet 8" Class B Cast Iron Water Pipe

756 feet 10" Class B Cast Iron Water Pipe.

The Contractor agrees that said cast iron water pipe to be furnished as above specified, shall conform to the specifications for said pipe contained in Document No. 80165, filed August 18th, 1914, in the office of the City Clerk of said City, which said document is by reference thereto made a part hereof and incorporated herein as fully as though every part thereof were written out plainly herein.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 80165 as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

And the said City, in consideration of the faithful performance by said Contractor of each, every and all of the said agreements and covenants on the part of said Contractor herein contained, will pay to the said Contractor the price of Twenty-seven and 40/100 Dollars (\$27.40) per ton of two thousand (2000) pounds, delivered f. o. b. cars switch, at California and Fir Streets, in the City of San Diego, California, for all cast iron water pipe hereinabove mentioned.

And said Contractor hereby undertakes and agrees that no pipe shall be shipped under the terms of this contract until the same has been inspected and accepted by an agent of said City.

Said Contractor further agrees that said pipe will be delivered as in this contract provided, within forty-five (45) days from and after the date of the signing of this contract.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of the said City, and the said Contractor has caused these presented to be executed and its corporate seal hereunto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

AMERICAN CAST IRON PIPE COMPANY

By J. M. Blair Agt

I hereby approve the form of the foregoing contract, this 9th day of November, 1914.

T. B. Cosgrove,
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and AMERICAN CAST IRON PIPE CO., furnish 6" 8" & 10" CAST IRON PIPE, being Document No. 82756.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacobs Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, THAT we, UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY, a corporation organized and doing business under the laws of the State of New Jersey, as Principal, and ILLINOIS SURETY COMPANY, a corporation organized and doing business under the laws of the State of Illinois, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two Hundred Dollars (\$200.00), good and lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of December, 1914.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish to said City,*

320 feet 6" Class B Cast Iron Water Pipe

2050 feet 4" Class B Cast Iron Water Pipe

at and for the price of Twenty-seven and 20/100 Dollars (\$27.20) per ton of two thousand (2000) pounds, delivered f. o. b. cars San Diego, California, on California Street between Fir and Grape Streets, and in accordance with the specifications for said pipe contained in Document No. 80165, filed August 18th, 1914, in the office of the City Clerk of said City, known as "Standard Plans and Specifications Department of Water", and reference is hereby made to said contract and to said specifications.

Now therefore, if the said Principal shall faithfully perform said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal and Surety have caused these presents to be executed and their corporate seals to be hereunto affixed by their proper officers the day and year in this instrument first above written.

UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY

By R. W. Martindale

Pac Coast Mgr.

Principal.

ILLINOIS SURETY COMPANY

By Charles T. Hughes

Attorney-in-Fact. (SEAL)

STATE OF CALIFORNIA,)

) SS.

City and county of San Francisco)

On this 8th day of December, in the year one thousand nine hundred and fourteen, before me M. A. BRUSIE, a Notary Public in and for the City and County of San Francisco, personally appeared Charles T. Hughes, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of the Illinois Surety Company, and acknow-

ledged to me that he subscribed the name of the Illinois Surety Company thereto as principal, and his own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the City and County of San Francisco, the day and year in this Certificate first above written.

M. A. Brusie,
Notary Public in and for the City and County of
(SEAL) San Francisco, California.

My commission expires Sept. 24, 1918.

I hereby approve the form of the within Bond, this 15th day of December, 1914.

T. B. Cosgrove
City Attorney.
By S. J. Higgins,
Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 15th day of December, 1914.

O. M. Schmidt
P. J. Benbough
D. K. Adams
Members of the Common Council.

(SEAL) ATTEST:
Allen H. Wright,
City Clerk.
By Hugh A. Sanders Deputy.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 2nd day of December, A. D. 1914, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, party of the first part and hereinafter designated as the City, and the UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY, a corporation organized and doing business under the laws of the State of New Jersey, party of the second part, and hereinafter referred to as the Contractor, WITNESSETH:

That said Contractor hereby undertakes to and with the said City, to furnish and deliver to the said City f. o. b. cars San Diego California, on California Street between Fir and Grape Streets,*

- 320 feet 6" Class "B" Cast Iron Water Pipe
- 2050 feet 4" Class "B" Cast Iron Water Pipe.

The Contractor agrees that said cast iron water pipe to be furnished as above specified, shall conform to the specifications for said pipe contained in Document No. 80165, filed August 18th, 1914, in the office of the City Clerk of said City, known and described as "Standard Plans and Specifications Department of Water", which said document is by reference thereto made a part hereof, as fully as though every part thereof were written out plainly herein.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 80165 as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

And the said City, in consideration of the faithful performance by said Contractor of each, every and all of the said agreements and covenants on the part of said Contractor

herein contained, will pay to the said Contractor the price of Twenty-seven and 20/100 Dollars (\$27.20) per ton of two thousand (2000) pounds, delivered f. o. b. cars San Diego, California, on California Street between Fir and Grape Streets, for all cast iron water pipe hereinabove mentioned. Said payments to be made in warrants drawn upon the proper fund of said City.

And said Contractor hereby undertakes and agrees that no pipe shall be shipped under the terms of this contract until the same has been inspected and accepted by an agent of said City of San Diego, as provided in said Document No. 80165.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, and the said second party has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO.

By Herbert R. Fay

O. M. Schmidt

H.N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY.

By R. W. Martindale

Pac Coast Mgr.

I hereby approve the form of the foregoing Contract, this 2nd day of December, 1914.

T. B. Cosgrove

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA, and UNITED STATES CAST IRON PIPE & FOUNDRY COMPANY for 6" & 4" Cast Iron Water Pipe, being Document No. 83429.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

INDENTURE OF AGREEMENT.

FOR THAT WHEREAS the North American Dredging Company of Nevada, a corporation, as Principal, and the New England Casualty Company, a corporation, as Surety, have on the 31st day of March, A. D. 1914, executed two certain bonds, one being in the sum of One Hundred Thousand Dollars (\$100,000.00) good and lawful money of the United States, wherein and whereby said Principal and Surety bind themselves, their successors and assigns, jointly and severally, to pay for all materials and supplies furnished in the performance of certain work and dredging contracted to be done by the terms of a certain contract between the City of San Diego and the North American Dredging Company of Nevada, a corporation, said contract being on file in the office of the City Clerk of said City marked Document No. 74830, and the amendments thereto and corrections thereof shown upon those certain documents on file in the office of said City Clerk, being marked Documents No. 75708½ and No. 77691 respect-

ively; the other and second of which bonds being in the sum of Fifty Thousand Dollars (\$50,000.00) lawful money of the United States, wherein and whereby said Principal and Surety bind themselves, their successors and assigns, jointly and severally to the City of San Diego to insure the faithful performance by said North American Dredging Company of Nevada, a corporation, of said contract marked Document No. 74830, and said modifications thereof hereinbefore referred to, marked Documents No. 75708 $\frac{1}{2}$ and 77691 respectively; and

WHEREAS, said City of San Diego and said North American Dredging Company of Nevada, a corporation, are about to enter into a certain written agreement relative to the performance of the work as is provided in said contract marked Document No. 74830, copy of which agreement is attached hereto marked Exhibit A, made a part hereof and incorporated herein as though in this paragraph fully set forth; and

WHEREAS, it is deemed advisable that the consent of said New England Casualty Company, Surety upon said bonds, be obtained before entering into said agreement and upon the performance of the terms of said agreement; NOW THEREFORE,

We, the New England Casualty Company, a corporation and the Surety upon the said two bonds hereinbefore mentioned, do hereby consent and agree to the execution of the contract and the performance of the work thereunder, as is provided in that certain agreement attached hereto marked Exhibit A, made a part hereof and incorporated herein as though in this paragraph fully set forth, and we hereby consent and agree to such change or modification, if any, from the original contract between said City and said North American Dredging Company of Nevada, as provided in that certain contract on file in the office of the City Clerk of the City of San Diego marked Document No. 74830 and as the same has been thereafter modified by Documents No. 75708 $\frac{1}{2}$ and No. 77691, respectively.

Dated at Los Angeles, California, this 18th day of December, A. D. 1914.

NEW ENGLAND CASUALTY COMPANY

By A. T. Archer,

Attorney in fact

By Albert N. Campbell,

Attorney in fact

No. 1649

(SEAL)

This Power of Attorney must be attached to each bond executed or delivered by the Company's agents or attorneys in order to make it valid.

POWER OF ATTORNEY

NEW ENGLAND CASUALTY COMPANY.

Home Office, BOSTON, MASSACHUSETTS.

KNOW ALL MEN BY THESE PRESENTS:

That the NEW ENGLAND CASUALTY COMPANY, by Edward W. Briggs its Vice President, and William J. Lewis its Assistant Secretary, in pursuance of a certain resolution duly passed by the Board of Directors of said Company at a regular meeting of that body held on the 21st day of December, 1911, a copy of which is hereto attached, does hereby nominate, constitute and appoint Allen T. Archer, Clark J. Bonner, Shirley E. Meserve and Albert N. Campbell, or any two of them.

City or Town of Los Angeles State of California

its true and lawful agents and attorneys-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed, on behalf of any person, firm, co-partnership, association, or corporation, bonds, undertakings, stipulations or obligations specifically printed on the reverse side hereof in classes marked A, B, C, D, E, F, G, H, I, J, K,

L, or M, only, the amount of any one bond, however, not to exceed the sum stated and inserted after each class and which are made a part hereof, and the execution by the foregoing agents or attorneys of such bonds or undertakings in pursuance of these presents and when a duly executed power of attorney is attached thereto shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company, at its office in Boston, Mass, in their own proper persons.

IN WITNESS WHEREOF, the said EDWARD W. BRIGGS Vice President, and WILLIAM J. LEWIS Assistant Secretary, have hereunto subscribed their names and affixed the Corporate Seal of the said NEW ENGLAND CASUALTY COMPANY, this twenty-third day of June, A. D. 1914.

(SEAL) Attest:

Wm. J. Lewis

Assistant Secretary.

Edward W. Briggs,

Vice President.

At a regular meeting of the Board of Directors of the NEW ENGLAND CASUALTY COMPANY, held in its office in the City of Boston, Commonwealth of Massachusetts, on the 21st day of December, 1911, the following resolution was unanimously adopted, to-wit:--

"WHEREAS, it frequently becomes necessary for a representative of the Company to execute a bond on behalf of the Company, which, for lack of time or some other cause, it is impossible to have executed by the regularly elected officers of the Company;

THEREFORE BE IT RESOLVED, that the President, or either of the Vice-Presidents, by and with the concurrence of the Secretary or Assistant Secretary, is hereby authorized to empower any representative of the Company to execute, on behalf of the Company, any bond which the Company might execute through its duly elected officers."

I, WILLIAM J. LEWIS Assistant Secretary, of the NEW ENGLAND CASUALTY COMPANY, hereby certify that the foregoing is a true copy taken from the Records of Proceedings of the Board of Directors of the NEW ENGLAND CASUALTY COMPANY, and is still in force.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the Corporate Seal of the NEW ENGLAND CASUALTY COMPANY, this twenty-third day of June, A. D. 1914.

Wm. J. Lewis

Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS,)
) SS.
COUNTY OF SUFFOLK.)

On this twenty-third day of June A. D. 1914 before the subscriber, a Notary Public of the Commonwealth of Massachusetts, in and for the City of Boston, duly commissioned and qualified, came EDWARD W. BRIGGS Vice President, and WILLIAM J. LEWIS Assistant Secretary, of the NEW ENGLAND CASUALTY COMPANY, to me personally known to be the individuals and officers described in, and who executed, the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signature as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Boston, the day and year first above written.

George P. Fogus,

Notary Public

(SEAL)

My Commission Expires Oct 2, 1919.

The following classes of bonds and no others are authorized under the foregoing Power of Attorney.

CLASS A: Judicial Bonds, Undertakings, Stipulations or Obligations, required of Litigants, to be filed in any Court in the State of California.

1Appeal. 2Attachment. 3Certiorari. 4Condemnation of Land. 5Costs. 6Counter-Replevin. 7Damages. 8Discharge of Attachment. 9Discharge of Injunction. 10Execution. 11Forthcoming, 12Garnishment. 13Injunction. 14Land Damage. 15Libelants. 16Mandamus. 17Petitioning Creditors. 18Postponement or Adjournment of Trial. 19Release. 20Removal of Cause. 21Replevin. 22Right of Way. 23Stay of Execution. 24Stay of Proceedings. 25Stipulation for Costs. 26Stipulation for Value. 27Supersedeas. 28Writ of Error. 29 Writ of Prohibition. 30Release of Mechanics' Liens, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF TWENTY-FIVE HUNDRED (\$2,500) DOLLARS, and for

CLASS B: 1Receivers or Trustees in Bankruptcy, required to be filed in any of the District or Circuit Courts of the United States, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF FIFTY THOUSAND (\$50,000) DOLLARS, and for

CLASS C: 1Agents. 2Assignees. 3Trustees. 4Receivers. 5Liquidators. To be filed in the State Courts or Federal Courts having jurisdiction in the State of California. THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF FIFTY THOUSAND (\$50,000) DOLLARS, and for

CLASS D: For any Fiduciary in administration, Probate, Decedents, Orphans and Incompetents Estates in the Courts of said State of California.

1Administrators. 2Temporary Administrators. 3Special Administrators. 4Administrator to collect. 5Administrator with will annexed. 6Administrator d. b. n. 7Administrator to sell real estate. 8Executors. 9General Guardians. 10Special Guardians. 11Temporary Guardians. 12Guardians ad litem. 13Guardian for the sale of real estate. 14Tutors. 15Committee, 16Committee on sale of real estate. 17Curator. 18Conservator. 19Testamentary Trustee. 20Trustee under deed to create an income. 21Commissioners or Trustees for the sale of real estate, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF FIFTY THOUSAND (\$50,000) DOLLARS, and for bonds

CLASS E: For any individual, firm, co-partnership, association, or corporation for the faithful performance of any and all contracts exacted by the United States Government, or the State of California, or any County or Municipality in said State, or by any individual, firm, co-partnership, association, or corporation in the aforesaid State as follows

1Construction Contracts. 2Supply Contracts. 3Bid or Proposal Bonds. 4 Maintenance Bonds (for a term not exceeding three years). 5Dredging Contract Bonds. 6Street Paving Bonds, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF TWENTY-FIVE THOUSAND (\$25,000) DOLLARS, and for bonds

CLASS F: For all persons in positions of trust for the faithful performance of duties exacted by employers of

1Executive Officers. 2Managers. 3Superintendents. 4Bookkeepers. 5Salesmen. 6Clerks. 7Cashiers. 8Agents. 9Custodians. 10Traveling Auditors. 11Drivers. 12Collectors. 13Buyers. 14Consignees. 15Paymasters. 16Timekeepers, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF FIVE THOUSAND (\$5,000) DOLLARS, and for

CLASS G: 1Banks. 2Trust Companies. 3Savings Banks or Banking Institutions under the

supervision of the Federal or State Governments, guaranteeing the security or repayment of funds on deposit in the State of California, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF FIVE THOUSAND (\$5,000) DOLLARS, and for

CLASS H: For any individual, firm, co-partnership, association or corporation requiring license or permit bonds in and by the State of California or any County, City, Town, Village or other Municipality located in said State as follows

1Basement Stairway. 2Boiler. 3Building Permit. 4Drainlayer. 5Drayman. 6Electrician. 7Explosive. 8Express License. 9Game Dealers. 10Hoisting. 11Opening Streets. 12Plumbers. 13Sewer Tappers. 14Stationary Engineers. 15Street Obstruction, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF TEN THOUSAND (\$10,000) DOLLARS, and for bonds

CLASS I: For any individual, firm, co-partnership, association or corporation, to be filed with the Collector of Internal Revenue of the Treasury Department of the United States Government in the State of California.

1Brewers. 2Distillers. 3Bonded Warehousemen. 4Transportation Companies. 5Tobacco Manufacturers. 6Cigar Manufacturers. 7Cigarette Manufacturers. 8Tobacco Pedlers. 9Manufacturers and Exporters, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF TWENTY-FIVE THOUSAND (\$25,000) DOLLARS, and for bonds

CLASS J: For any individual, firm, co-partnership, association or corporation, to be filed with the Collector of Customs to comply with the laws of the United States Government, Treasury Department, Customs Division as follows

1Bond for Warehouse. 2Covering delivery of unexamined packages, under Section XI "Pure Food and Drugs Act, June 30, 1906." 3Custom House Cartmen's License. 4Licensed Barges Boats and Lighters. 5Common Carriers, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF TEN THOUSAND (\$10,000) DOLLARS, and for bonds

CLASS K: For any person in the service of the Federal Government.

1Treasury Department. 2War Department. 3Navy Department. 4Interior Department. 5Department of Labor. 6Department of Commerce. 7Department of Justice. 8United States Courts. 9Department of State. 10Post Office Department, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF FIVE THOUSAND (\$5,000) DOLLARS, and for bonds

CLASS L: For any person in the service of the State of California, County, City, Town, Village or other Municipality in said State

1Treasurers. 2Deputies. 3Assistants. 4Cashiers. 5Clerks. 6Messengers. 7Officers of National Guards. 8Collectors. 9Sheriffs. 10Registers. 11Commissioners. 12Assessors. 13Notaries Public, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF FIVE THOUSAND (\$5,000) DOLLARS, and bond for

CLASS M: For any person, firm, co-partnership, association or corporation, to be given to railroad, steamship and transportation companies.

1Payment of Freight. 2Delivery of Freight without Bill of Lading. 3Deferrage or stoppage of Freight. 4Running Freight Cars into Warehouse without Bill of Lading, THE AMOUNT OF ANY ONE BOND, HOWEVER, NOT TO EXCEED THE SUM OF FIVE THOUSAND (\$5,000) DOLLARS. *****

INDENTURE OF AGREEMENT

THIS INDENTURE OF AGREEMENT, made and entered into in duplicate at the City of San Diego, County of San Diego, State of California, this 21st day of December, 1914, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, party of the first part, hereinafter designated as the City, and NORTH AMERICAN DREDGING COMPANY OF NEVADA, a corporation organized and existing under and by virtue of the laws of the State of Nevada, and having its principal place of business in the State

of California, at the City of Los Angeles, party of the second part, and hereinafter designated as the Contractor, WITNESSETH:

FOR THAT WHEREAS the parties hereto have, on the 25th day of March, 1914, at the City of San Diego, State of California, entered into a certain contract wherein and whereby said Contractor has agreed to dredge for and on behalf of said City certain prescribed and designated areas in the Bay of San Diego; and

WHEREAS, a copy of said contract and agreement is on file in the office of the City Clerk of said City, marked Document No. 74830, filed March 30, 1914, and endorsed "Contract between City and North American Dredging Company, dredging certain areas in San Diego Bay"; and

WHEREAS, said parties have heretofore on, to-wit, the 25th day of March, 1914, and the 5th day of June, 1914, entered into certain agreements modifying said contract of March 25th, 1914, copies of which agreements of modification are on file in the office of the City Clerk of said City and marked Documents Nos. 75708 $\frac{1}{2}$ and 77691, filed April 22, 1914 and June 10, 1914, respectively; and

WHEREAS, said Contractor in compliance with the terms of said contract and said modifications thereof has commenced and pursued the execution of said contract, and has dredged certain portions of San Diego Bay and has deposited the dredged material at that point on the Bay of San Diego marked and designated Area No. 5 on the plans attached to said contract of March 25, 1914, and the modifications thereof; and

WHEREAS, the dredged material so placed as above set forth and as in said contract provided, has filled all or nearly all the space provided by Area No. 5; and

WHEREAS, an additional deposit area to said Area No. 5 must be provided in order that the dredging operations may continue; and

WHEREAS, the parties hereto have agreed to deposit said dredgings in a certain area hereinafter described; and

WHEREAS, the parties hereto further agree that the depositing of said dredged material does not increase the unit cost of dredging to said Contractor, and said Contractor herein agreeing that no extra charge shall be made for depositing said dredgings in said area hereinafter described; and

WHEREAS, the parties hereto are unable to agree upon the construction to be placed upon those certain two paragraphs in said contract of March 25th, 1914, which said two paragraphs commence five lines from the bottom of page eight of said contract and terminate twenty-one lines from the top of page nine of said contract, and are in words and figures as follows, to-wit:

"The right is reserved to make such changes in the execution of the work to be done under these specifications as in the judgment of the Common Council of the City of San Diego may be necessary or expedient to carry out the intent of the contract; provided, that the unit cost to the contractor of doing the work shall not be increased thereby, and no increase in unit price over the contract rate shall be paid to the Contractor on account of such change or changes. No greater or lesser unit price than the contract rate will be paid, except upon formal written agreement between the parties hereto.

If, in the opinion of the Common Council, it becomes necessary to in any manner modify the plans and specifications hereto attached and marked 'Exhibits A and B' in order to comply with the Act of the Legislature of the State of California, entitled, 'An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San

Diego, to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof', approved May 1, 1911, then and in that instance, and in order to comply with said Act and the terms of this contract, modification of said plans and specifications may be made and shall become binding upon the parties hereto only after the acceptance of said modification or modifications by the parties to this agreement, and after their agreement in writing accepting said modification, whereupon a copy of said written agreement, together with said modifications, shall be filed in the office of the City Clerk of said City"; and

WHEREAS, the parties hereto are unable to agree upon the construction of the foregoing provisions of said contract of March 25th, 1914, and being desirous of placing said dredged material in said area hereinafter described and avoiding any complications relative thereto and being desirous of saving any rights that either party may have under said contract of March 25th, 1914; and desiring to have a clear understanding that no advantage shall follow to either party or disadvantage accrue to either party by reason of the depositing of said dredged material in said area hereinafter described, and to further preserve and perpetuate to both parties all rights which they now have under said contract of March 25th, 1914, together with said modifications thereof hereinbefore mentioned, and for the further purpose of preventing any additional burden or liability to attach to said Contractor or said City by reason of said operations; NOW THEREFORE,

In consideration of the mutual covenants herein undertaken by the respective parties hereto and agreed upon, and in consideration of the payment to said Contractor by said City of the unit price of dredging provided in said contract of March 25th, 1914, hereinbefore referred to, the parties hereto contract, agree and stipulate as follows:

First. The Contractor herein and hereby agrees to place in that certain area described as follows:

Beginning at a point seventy-five (75) feet south eighty-nine degrees (89°) fifty-eight minutes (58') twenty seconds (20") east from the south line of the gravity wall now constructed on the south line of Broadway extended; thence south one minute (1') forty seconds (40") west four hundred sixty-eight (468) feet; thence on a curve with a radius of ten hundred seventy and ninety-two hundredths (1070.92) feet, with a central angle of fifty degrees (50°) fifty-one minutes (51') forty seconds (40") to a point seventy-five (75) feet north thirty-nine degrees (39°) ten minutes (10') east from Station 109 of the coordinate survey of the United States Engineering Department; thence south fifty degrees (50°) fifty minutes (50') east to an intersection with the south line of H Street; thence northerly along the mean high tide line of the Bay of San Diego to its intersection with the south line of Broadway; thence westerly along the south line of Broadway to the point of beginning, the dredged material taken from the Bay of San Diego in the performance of its contract with the City of San Diego under date of March 25th, 1914, and the modifications thereof, in such quantities as said area is capable of containing. All such materials shall be so deposited that when completed the surface of the filled in area shall have a uniform elevation of 4.33 feet above the City datum plane of levels, with an allowance of six inches variation from said level.

IN WITNESS WHEREOF a majority of the members of the Common Council have hereunto set their hands as and for the act of said City, in pursuance of a resolution duly adopted by said Common Council authorizing such execution, and said Contractor by its proper officers executes this instrument and affixes its official seal thereto.

THE CITY OF SAN DIEGO

By Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

NORTH AMERICAN DREDGING COMPANY OF NEVADA.

By C. F. Guthridge, (SEAL)

Vice President

I hereby approve the form of the within Agreement this 19th day of December, 1914.

T. B. Cosgrove

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT ~~between~~ NORTH AMERICAN DREDGING COMPANY, place dredged material south of Bulkhead, being Document No. 84011.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS INDENTURE OF LEASE, entered into and executed in duplicate this 28th day of December, 1914, between J. D. AND A. B. SPRECKELS SECURITIES COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as owner, and THE CITY OF SAN DIEGO, a municipal corporation in the State of California, as lessee, WITNESSETH:

That said owner hereby leases and lets to said lessee, and said lessee, under and pursuant to that certain Resolution of the Common Council of said City of San Diego numbered 18699, and adopted by the said Common Council on the 7th day of December, 1914, hereby takes and hires of and from said Owner the possession and use of the ground floor space of the building erected on Lots "D", "E", "F", "G", "H" and "I", in Block 68, of Horton's Addition, in the City of San Diego, being the ground floor space in said building known and designated as Number 314 G Street, to be occupied and used by said Lessee for the purpose of accommodating offices of City business, for the term of two years reckoned from and after the first day of January, 1915, at and for the calendar monthly rental of Seventy-five Dollars (\$75.00) payable monthly in advance on the first day of each calendar month during the said term, with the privilege and option in the said City of retaining possession and use for a continuous and further term of two years at and for the calendar monthly rental of a sum equal to the then highest rental value of the said premises estimated by the then value of similar space and premises in said immediate locality, but in no case less than the calendar monthly rental of said sum of Seventy-five Dollars (\$75.00), all subject to the performance and observance of the following covenants and conditions:

The said Owner agrees to further lease and let to the said City-Lessee the said premises upon the said terms and for the said period of two years upon notice from the said Lessee in writing of its desire to exercise the option herein given of continuing said pos-

session and use at least ninety days before the expiration of the two year term hereof; provided, however, that said Lessee shall have the right to cancel this lease and terminate the term hereof upon ninety days notice in writing to said Owner in the event that during any time of the term of this lease the said City-Lessee shall construct a public building for said office purposes or shall become associated with the County of San Diego in any present or new structure for such office purposes.

Said Owner agrees to provide and furnish all necessary water and steam heating for said premises free of cost to said Lessee.

That the said Lessee shall not and it hereby agrees not to assign this lease or any interest therein, or sublet the said premises in whole or in part, or to make any change or alteration in the premises, except by agreement with said Owner in writing, and that no portion of this lease shall be altered or amended except in writing, executed by the respective parties, and no verbal agreement or understanding shall bind or affect this lease or the parties hereto.

Should the building in which said premises are situate be damaged or destroyed by fire, or other cause not within the control of the owner, during the said term, said Owner shall repair the same as promptly as practicable, and the whole rental of the premises herein leased shall be reduced proportionately to the space which could be occupied under the lease during the time of such repairing, and the amount of such reduction, in case the parties cannot agree, to be determined by three arbitrators chosen in the usual manner; but if the said building be damaged so as to be impracticable of repair in the opinion of said Owner, said Owner shall have the option either to reconstruct the building, or to decline to do so and terminate this lease, and in the event of such termination, said Lessee shall not be held for rental hereunder, nor shall said Lessee pay any rental during the time of reconstruction of said building.

Said Lessee agrees not to place or maintain any sign projecting out from the walls of said building, but all signs if used shall be painted upon the glass of the windows of said building, or lay flat against the walls thereof.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands as and for the act of said City, and the said Lessee has caused this instrument to be executed and its corporate seal hereunto affixed by its proper officers thereunto duly authorized, the day and year in this indenture first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

J. D. AND A. B. SPRECKELS SECURITIES COMPANY

By John D. Spreckels President

(SEAL)

By W. D. K. Gibson Secretary

I hereby approve the form of the foregoing Lease, this 28th day of December, 1914.

T. B. Cosgrove,

City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE J. D. & A. B. SPRECKLES to CITY OF SAN DIEGO, CALIFORNIA, for lease 314 G Street, being Document No. 84270.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

POWER CONTRACT

THIS CONTRACT made and entered into this 11th day of January 1915, by and between the SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation, organized and existing under the laws of the State of California, and hereinafter called the Company, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California hereinafter called the Consumer, WITNESSETH:

SECTION I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the Consumer, the Company agrees to furnish to the Consumer for use on the following described premises of the Consumer, to wit: All said City's buildings, yards and works, County of San Diego, State of California 1 or 3 Phase alternating electrical current at sixty cycle frequency and a potential of approximately 2300, 220 or 110 volts for all power. The use of such electricity and current is to be restricted entirely to the works, yards and the office buildings of the Consumer, and such other buildings and premises as may be used for business purposes by it, on Consumer's property, and such other current to be used exclusively for the purposes herein mentioned, and the said Consumer shall not use, and agrees not to use, the electrical current for any purpose except for those herein mentioned, or in any place except its places and premises aforesaid.

SECTION II. And the Company will furnish, install and maintain commercially accurate recording watt meters, which meters shall be located in the secondary circuits at the said above described premises, at a point selected by the Company and where said meters will measure all current furnished to the Consumer, and all such current and electricity furnished to the Consumer shall be measured by said meters. And the said Consumer hereby agrees to provide the necessary space on its said premises for the safe installation of all transformers and meters which shall be set, and pay the Company any and all loss which it may sustain or which may be caused by the carelessness, accident or negligence on the part of the said Consumer or of its officers, agents and employees. It is further agreed by the said Company and said Consumer, that the said Company shall not be liable for any loss or damage occasioned by or growing out of any failure on its part to furnish such current and service, or either of them, and that the said Company does not guarantee a constant supply of electricity and shall not be liable for damages in the event of its failure to supply the same, but it agrees to use all reasonable diligence and put forth every reasonable effort to supply a regular and uninterrupted supply of electrical current as aforesaid.

SECTION III. The Company agrees to furnish, install and maintain the necessary poles, lines, wires and transformers, which transformers shall have a ratio of either ten or twenty to one, and shall be of sufficient size to supply at their secondary terminals all necessary kilowatts; provided, however, that the Company shall not be required to furnish any pole, wire or other appliances upon the premises of the Consumer, or beyond the point where its lines, wires and appliances shall enter the said premises, but that the Consumer shall, and

hereby agrees to furnish all poles, lines, wires and other appliances which may be necessary to be erected or installed or used upon or within the interior boundaries of its said premises.

SECTION IV. It is further expressly agreed by the Company and the Consumer, that all the above mentioned poles, lines, wires, transformers, meters and other appliances which shall or may be furnished by the Company for the purpose of supplying current or electricity to the Consumer are to be and remain the property of the Company, and it and its employees shall have the right to access, at all times, to all of its said property, and shall have the right to enter upon the said lands and premises for the purpose of examining, inspecting, repairing, maintaining and removing any of the same and reading its meters, and doing such other acts and things as may be necessary or proper to be done in order to carry out the terms of this contract; and that upon the termination of this contract by the expiration of the period of time covered thereby, or otherwise, the Company shall have the right to enter upon the said land and premises and remove all of its property therefrom, unless this contract shall be renewed or extended by an agreement between the Company and the Consumer.

SECTION V. It is further agreed by the Company and the Consumer, that the Company shall be ready to serve the Consumer a maximum of all necessary kilowatts within thirty days after receipt of notice in writing from the Consumer that it will be ready to receive such current, and that if a greater demand is made by the Consumer or greater number of kilowatts demanded than above specified, then the Consumer shall give and hereby agrees to give to the Company a notice in writing of two months, or less as may be required by the Company.

SECTION VI. It is further agreed by the Company and the Consumer, that on or about the first day of each calendar month the Company shall mail to the Consumer, a statement of the current furnished during the preceding calendar month, and on or before the tenth day of each calendar month the Consumer shall pay and agrees to pay the Company at its office in San Diego, California, for the current so furnished during the preceding calendar month, at the rate of $1\frac{1}{2}$ cents per kilowatt hour, subject to a discount of ten per cent if payment is made on or before the 10th day of the month next succeeding the one in which the service was rendered; provided, however, that the Consumer is to pay, and hereby agrees to pay, at least Seven Hundred and Fifty Dollars (\$750.00) for the service and current for each and every month during the term of this contract, even if the current and service for each month furnished would not, at the aforesaid rate, amount to that sum; provided, however, that the total connected load shall not exceed 750 horse-power, but if total connected load should exceed 750 horse-power, then the Consumer agrees to pay at least \$12.00 per connected horse-power per year, even if the current and service for each year furnished would not at the aforesaid rate amount to that sum; and that the said Consumer shall in addition to the sum of \$750.00 for such current and service pay to the said Company such further sum as it may be entitled to for the current furnished or service rendered, at the aforesaid rate of $1\frac{1}{2}$ cents per kilowatt hour; provided, however, that if the Consumer is prevented by the acts of God, public enemies, strikes, riots or insurrection, from using such service and current amounting at the aforesaid rate of \$750.00 per month, as aforesaid, then and in that event the said Consumer shall be relieved at the said rates from liability to pay for more of such current and service than is actually furnished for the period during which said Consumer is so prevented from using current, but for no longer period.

SECTION VII. It is further agreed by the Company and the Consumer that in case the Consumer fails or neglects to make payment to the Company on or before the fifteenth day of the calendar month next succeeding the one in which service was rendered, then the Company

shall have the option of refusing to furnish current or electricity to the Consumer until all payments then due shall have been fully made to the Company at its San Diego Office, but such refusal to furnish current shall not be construed as a cancellation of this contract; and that if the Consumer shall fail or neglect to make payment to the Company, prior to the last day of the calendar month immediately succeeding the one in which service was rendered, then the Company, at its option, may terminate this contract by serving written notice on the Consumer on said premises by the delivery of such written notice to any person of the age of discretion on said premises or by leaving the same at the Consumer's office on said premises, provided such notice is served before all payments then due from the Consumer shall have been fully paid to the Company at its said office.

SECTION VIII. It is further hereby expressly agreed by the Company and the Consumer, that the Company will not and cannot be held liable for any accident, injury or damage which may occur or happen to any person or persons or property by reason or on account of any defective appliance, of any kind or character, or other thing, furnished by the Consumer in connection with this distributing system or appliance or the installation thereof or otherwise; and that the Company shall not be liable or responsible for any accident, injury or damage which may occur to or be suffered by any person or persons or property upon the said land or premises of the Consumer, or beyond the point where the service or lines enter said land or premises, and that the Consumer shall, at all times, save the Company harmless and free from loss or damage or on account of any such accident, injury or damage, or any accident, injury or damage to any person or persons or property upon said land and premises of the Consumer.

SECTION IX. It is further agreed by the Company and the Consumer, that the Consumer shall give notice at once to the Company of any defective service, and that such notice shall be given at the Company's said office and that collectors, solicitors, trimmers, emergency men and other like employees of the Company are not, and none of them is or will be, authorized to receive or act upon complaints or notice of defective service, and that the Company shall not be responsible unless such notice and complaints are made directly to it at its office; and that the Company shall use reasonable diligence in providing a regular and uninterrupted supply of electricity up to its meters located on the premises of the Consumer, and in case the supply of electricity or current, shall fail, whether from natural causes, strikes, riots, acts of God, state or municipal interference, riots, wars, accidents or any other cause whatsoever, the Company shall not be liable for any damages by reason of such failure.

SECTION X. It is further hereby expressly agreed by and between the Company and the Consumer, that the Consumer is not to use and shall not use current between the hours of 5 P. M. and 10 P. M. per day on any day, between the first day of October of each year, and the first day of April of the next succeeding year, or between the hours of 6 P. M. and 10 P. M. per day on any day between the first day of April and the first day of October of any year during the life of this contract, except with the consent of the Company, which consent is to be obtained each day by telephone at least half an hour before five o'clock P. M., between October 1st and April 1st, as aforesaid, and six o'clock P. M. between April 1st and October 1st, as aforesaid; it being understood and agreed by the parties hereto that such consent must be obtained from the Company by the Consumer at the times and in the manner aforesaid, before the Consumer shall be authorized or permitted to use current between the hours of 5 o'clock P. M. and 10 o'clock P. M. on any day between October 1st of any year and April 1st of the next year, or between the 1st day of April and the 1st day of October in each

year.

SECTION XI. It is further agreed by the Company and the Consumer, that this contract shall apply to and bind the successors and assigns of the said parties hereto, and that it shall be and remain in full force and effect for a period of five years from the first day of Jan. 1915, unless terminated as or in the manner hereinbefore provided.

IN WITNESS WHEREOF, the Company and the Consumer have executed this agreement in duplicate, the day and year first above written, under their respective corporate names and corporate seals.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY,

BY H. H. Jones,
Mgr.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY
(SEAL)

M. B. Fowler, Secretary

THE CITY OF SAN DIEGO

Herbert R. Fay

P. J. Benbough

D. K. Adams.

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing contract, this 3rd day of December, 1914.

T. B. Cosgrove.

City Attorney

By Gordon Ingle Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, furnish power, being Document No. 84932.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Ya Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, as Principal, and ILLINOIS SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Four Hundred Dollars (\$400.00), good and lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of January, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego, to furnish to said City four thousand and forty-four (4044) feet of four inch Class B Cast Iron WaterPipe,

at Twenty-eight and 77/100 Dollars (\$28.77) per ton of two thousand (2000) pounds, delivered f. o. b. cars on switch at California and Fir Streets, in the City of San Diego, California, and in accordance with the specifications for said pipe contained in Document No. 80165, filed August 17th, 1914, in the office of the City Clerk of said City.

NOW THEREFORE, if the said Principal shall faithfully perform said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal and Surety have caused these presents to be executed and their corporate seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY

By R. W. Martindale

Pac Coast Mgr.

ILLINOIS SURETY COMPANY (SEAL)

By Harold M. Parsons

Its Attorney in Fact

STATE OF CALIFORNIA,))
) SS.
City and County of San Francisco)

On this 22nd day of January in the year one thousand nine hundred and fifteen, before me M. A. BRUSIE, a Notary Public in and for the City and County of San Francisco, personally appeared Harold M. Parsons known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of the Illinois Surety Company, and acknowledged to me that he subscribed the name of the Illinois Surety Company thereto as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the City and County of San Francisco, the day and year in this Certificate first above written.

M. A. Brusie,

Notary Public in and for the City and County of
San Francisco, State of California.

(SEAL)

My commission expires Sept. 24, 1918.

I hereby approve the form of the within Bond, this 25th day of January, 1915.

T. B. Cosgrove

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 25th day of January, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams,

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

I HEREBY

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 18th day of January, A. D. 1915, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, party of the first part, and hereinafter designated as the City, and the UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY, a corporation organized and doing business under the laws of the State of New Jersey, party of the second part, and hereinafter referred to as the Contractor, WITNESSETH:

That said Contractor hereby undertakes to and with the said City to furnish and deliver to the said City, f. o. b. cars on switch at California and Fir Streets, in the City of San Diego, California, four thousand and forty-four (4044) feet of four inch, Class B, Cast Iron Water Pipe.

The Contractor agrees that said cast iron water pipe to be furnished as above specified, shall conform to the specifications for said pipe contained in Document No. 80165, filed August 17th, 1914, in the office of the City Clerk of said City, which said document is by reference thereto made a part hereof, as fully as though every part thereof were written^{out} plainly herein.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 80165 as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

And the said City, in consideration of the faithful performance by said Contractor of each, every and all of the said agreements and covenants on the part of said Contractor herein contained, will pay to the said Contractor the price of Twenty-eight and 77/100 Dollars (\$28.77) per ton of two thousand (2000) pounds, delivered f. o. b. cars on switch at California and Fir Streets, in the City of San Diego, California, for all cast iron water pipe so delivered. Said payments to be made in warrants drawn upon the Water Development Bond Fund of said City.

And said Contractor hereby undertakes and agrees that no pipe shall be shipped under the terms of this contract until the same has been inspected and accepted by an agent of said City of San Diego.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands on behalf of said City, in pursuance of a resolution duly authorizing such execution, and the said Contractor has caused these presents to be executed and its corporate seal to be hereunto affixed by its duly authorized officers.

THE CITY OF SAN DIEGO

Herbert R. Fay

C. M. Schmidt

H. N. Manney

P. J. Benbough

D.K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk

UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY

By R. W. Martindale

Pac Coast Mgr.

I hereby approve the form of the foregoing contract, this 18th day of January, 1915.

T. B. Cosgrove,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND, between CITY OF SAN DIEGO, CALIFORNIA and UNITED STATES CAST IRON PIPE & FOUNDRY CO. for 4044 feet 4" glass B Cast Iron Water Pipe, being Document No. 85245.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, CHARLES STEFFGEN, of the City of San Diego, State of California, as Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto all persons, companies, or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Twenty-two Hundred Dollars (\$2200.00), good and lawful money of the United States, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of January, 1915.

The condition of the above obligation is such that whereas the above bounden principal has entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, equipment and plant, and any and all other expense necessary or incidental to the performance of certain work set forth in said contract, and to construct a Municipal Float, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 19th day of October, 1914, marked Document No. 82125, endorsed "Plans and Spec. for Mun. Float of City of S. D.", true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Twenty-two Hundred Dollars (\$2200.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

Now therefore, if the above bounden principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public works', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF the said Principal has hereunto set his hand, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

Chas. Steffgen

Principal

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting,

Attorney in Fact.

Surety (SEAL)

I hereby approve the form of the within Bond, this 27th day of January, 1915.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 25th day of January, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, CHARLES STEFFGEN of the City of San Diego, State of California, as Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Eleven Hundred Dollars (\$1100.00) lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of January, 1915.

The condition of the above obligation is such that whereas the above bounden Principal has entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, equipment and plant, and any and all other expense necessary or incidental to the performance of certain work set forth in said contract, and to construct a Municipal Float, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 19th day of October, 1914, marked Document No. 82125, endorsed "Plans and Spec. for Mun. Float of City of S. D.", true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal has hereunto set his hand, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto affixed this 20th day of January, 1915.

Chas. Steffgen,

Principal

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting,

Attorney in Fact (SEAL)
Surety

I hereby approve the form of the within Bond, this 27th day of January, 1915.

T. B. Cosgrove,
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 25th day of January, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,
City Clerk.

By Hugh A. Sanders,
Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 18th day of January, A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and CHARLES STEFFGEN, of the CITY of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to construct a Municipal Float for said City, as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 19th day of October, 1914, marked Document No. 82125, endorsed "Plans and Spec. for Mun. Float City of S. D." true copy of which plans and specifications is hereto attached marked "Exhibit A", incorporated herein and made a part hereof as fully as though written out and incorporated into the body hereof.

Said Contractor hereby agrees that he will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work and improvement as shown upon said plans and specifications, as the same may be interpreted by the Harbor Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of construction, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of Four Thousand Four Hundred Dollars (\$4400.00). Said Contractor agrees to commence said work within not to exceed five days after the signing of this contract, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work shall be completed within fifty days from the signing of this contract.

Said City, in consideration of the faithful performance by said Contractor of each,

every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work and construction by the said City, will pay said Contractor in warrants drawn upon the Harbor Improvement Bond Fund of 1914 of said City. Said payments to be made as follows:

Said Harbor Engineer shall, on or before the tenth day of each month, make an estimate of the amount of work properly performed and completed, and in such condition as to be accepted by said City, during the preceding month, and on such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent (75%) of the amount estimated by said Harbor Engineer to have been done shall be paid, and twenty-five per cent (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

Said Contractor further agrees that he will not underlet nor assign this contract, nor any part thereof, to any one, without the consent in writing of the City having been first obtained.

Said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work in this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act Limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement

thereof", approved March 10, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of said City to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the City (as determined by said City), of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the City to annul the contract, nor shall any failure of the City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress during any month or series of successive months, be construed as a waiver of the right of the City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Harbor Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of the contract, or considers any record or ruling of the Harbor Engineer as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Harbor Engineer of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract rate shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said City to that effect.

The plans and specifications attached hereto are intended to cooperate, so that any work exhibited on the plans and not mentioned in the specifications, or vice versa, is to be executed as if mentioned in the specifications and set forth in the plans, to the true intent and meaning of said plans and specifications, without any extra charge whatsoever.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City have hereunto set their hands as and for the act of said City, by resolution duly authorizing such

execution, and the Contractor has hereunto set his hand the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

Charles Steffgen

Contractor

I hereby approve the form of the foregoing contract this 9th day of January, 1915.

T. B. Cosgrove,

City Attorney.

SPECIFICATIONS FOR THE CONSTRUCTION OF A 30'-0"x90'-0" FLOAT FOR THE CITY
OF SAN DIEGO, CALIFORNIA.

The work consists of the furnishing of all materials, labor transportation and other expenses necessary for the construction of a municipal float all in accordance with plans and specifications hereto attached.

This float may be constructed at any location the contractor may select, but after completion and before final acceptance the said float must be delivered to Municipal bulkhead 100 feet north of the north line of the Municipal Pier.

MATERIAL; All lumber used in the construction of bulkheads, frames, beams, stringers, fenders and bracing to be what is known as No. 1 Merchantable, O. P. free from loose or decayed knots, sized to their several dimensions as shown on plans, straight grained and without warps, and surfaced on four sides.

All lumber used on outside planking or shell and deck to be clear straight grained O. P. and free from knots or other blemishes and surfaced on four sides, champered for caulking.

BOLTS, ETC: All drifts, bolts or other metal fastenings to be galvanized.

SHEATHING: FLOAT is to be sheathed as shown upon plans, with 14 oz. yellow metal, securely fastened with $1\frac{1}{4}$ " yellow metal sheathing nails, spaced $1\frac{1}{4}$ " centers, on seams, and 5" diagonally through plate as per sample. One layer of saturated tar felt to be placed between yellow metal sheathing and shell of float. Yellow metal to overlap 1" at all seams.

GUNNELS: (Siding) Gunnels and bulkheads shall be securely fastened together with $\frac{1}{4}$ " square galvanized iron drift bolts, spaced 4'-0" center to center and 2'-6" long, drift bolts to be staggered on the different planks.

Gunnels are to be securely fastened to inside, uprights with $\frac{5}{8}$ " button lead carriage bolts, two bolts in each plank at each upright or vertical post.

The whole of the outside seams are to be caulked with three threads of the best quality of oakum, and filled with pitch.

The bottom planking is to be fastened on with 7" boat spikes. All holes for spikes in planking to be counter bored with a 1" bit to the depth of $\frac{3}{4}$ " and the counter bore neatly fitted with a 1" hard wood deck plug. Deck plug to be covered with purewhite lead before being driven in place. There shall be 3" spikes in each plank at each bulkhead and

stringers.

All girders, fenders, beams bracing or other parts, to be securely fastened with the required number of spikes, to the entire satisfaction of the Inspector on the work.

All splices in gunnels or bulkheads to be not less than 5'-0" in length and neatly fitted together.

The deck planking shall fasten to beams with 5" boat spikes. The same number of spikes used and plugged in the same manner as specified in the bottom planking.

Fenders shall be milled true to line and dimensions as shown on attached plan and securely fastened, to the satisfaction of the Inspector.

HATCH COVERS: Hatch covers to be neatly fitted and constructed of the several sizes of material as shown.

MOORING CLEATS: Mooring cleats to be made of straight grained oak or ash to the size, and securely fastened to deck with 3/4" galvanized iron carriage bolts with 12" iron plate placed on under side of deck, as shown on plans. Cleats to be bedded in white lead and plate to be painted with red lead before being placed in position.

PAINTING: The whole of the inside and outside surface to be painted with 2 coats of Morans Antifouling Paint, or equal.

GENERAL REQUIREMENTS: The City of San Diego will not be held responsible for any infringement on any patented article or appliance that the Contractor may use.

Eight hours (8) shall constitute a days work and a fine of ten(\$10.00) dollars per day per man shall be imposed on the Contractor for any violation thereof.

All work on this float is to be done in the presence of an authorized City Inspector.

All loss or damage that may arise during the construction of this float shall be sustained by the Contractor.

Whenever the word "Contractor" is used in these specifications they shall mean the parties to whom the contract has been awarded.

After the work is completed and before the work is accepted, the Contractor shall clean up the premises and leave the work in a neat and workmanlike manner.

All work shall be done to the entire satisfaction of the Common Council of the City of San Diego, California, before the same will be finally accepted.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA and CHARLES STEFFGEN for Municipal Float, being Document No. 85246.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, SMITH, EMERY & COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and NATIONAL SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are jointly and severally bound unto the City of San Diego, a municipal corporation, in the County of San Diego State of California, in the sum of Five Hundred Dollars (\$500.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8 day of Feb, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with said City of San Diego to act as sanitary engineers for said City during the period of time beginning January 1st, 1915 and ending December 31, 1915.

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused these presents to be executed and their corporate seals to be hereunto attached by their proper officers thereunto duly authorized, the day and year first hereinabove written.

SMITH, EMERY & COMPANY

By E. O. Slater

2 V. P. & Mgr. Los Angeles Office.

(SEAL)

NATIONAL SURETY COMPANY

By Chas. Seyler, Jr.

Attorney-in-Fact.

AFFIDAVIT AND ACKNOWLEDGEMENT BY SURETY COMPANY

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 8th day of February, A. D. 1915, before me personally came Chas. Seyler, Jr., known to me to be the Attorney-in-Fact of the NATIONAL SURETY COMPANY, the Corporation described in and which executed the within Bond as a Surety thereon, and who, being duly sworn, did depose and say that he signed his name thereto by order and authority of the Board of Directors of said Company, and that he affixed its Corporate Seal thereto by like order and authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, the day and year first above written.

Hazel Jones

(SEAL)

Notary Public in and for Los Angeles County.

I hereby approve the form of the within Bond, this 10th day of February, 1915.

T. B. Cosgrove

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of February, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, herein-

after called the City, and SMITH, EMERY & COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of the said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, as hereinafter provided, said Contractor hereby covenants and agrees to and with the said City to do all of the following work upon the water system owned by the City of San Diego.

The said Contractor agrees that Smith, Emery & Company will act as sanitary engineers for the water system owned by the City of San Diego until January 1, 1916.

The said Contractor further agrees to treat all reservoirs belonging to the water system of said City, when the season and the condition of the water make advisable, twice during the life of this contract, as these reservoirs were treated during the year 1914 by said Contractor. In order to accomplish this treatment, the Contractor hereby agrees to furnish three men, an engineer in charge and his two assistants, and to furnish their transportation between Los Angeles and San Diego. The said City hereby agrees to furnish transportation for said three men to, and to furnish maintenance for said three men, at, the other men necessary to accomplish this treatment. The City further agrees to furnish all reservoirs. The City hereby agrees to furnish all chemicals, equipment and boats necessary to complete the treatment of the reservoirs.

Said Contractor further agrees to make two inspections, during the life of this contract, of the filtration plant, aeration tables, wells and pumping plants belonging to the water system of said City, and make reports and recommendations regarding the same.

The said Contractor hereby agrees to make an annual sanitary inspection of the entire watershed of the water system owned by the City of San Diego. The City hereby agrees to furnish transportation and sustenance for the party making such sanitary inspection from the time said party leaves the said City of San Diego until said party returns to said City of San Diego, while employed in conducting such inspection.

The said Contractor agrees to make all necessary water analyses, and the said City hereby agrees to furnish the bottles for the water to be analyzed, and the cost of sending the said bottles to the laboratory of the said Contractor.

The said Contractor further agrees to make any other inspection, or treatment of the reservoirs, other than those outlined above, when the same shall be deemed necessary by the Superintendent of the Department of Water of the City of San Diego. The said City agrees to pay travelling and maintenance expenses for the chemists so employed, from the time of their leaving Los Angeles, but the said City shall not be subjected to any further expense for the services of such chemists.

The said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor herein contained, hereby undertakes and agrees with the said Contractor, to pay said Contractor, in warrants drawn upon the Water Fund of said City, the sum of Fifteen Hundred Dollars (\$1500.00), payable as follows: One Hundred and Twenty-five Dollars (\$125.00) on the first day of each calendar month for services rendered during the preceding month.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, and the said Contractor has caused these presents to be executed by its proper officers and its corporate seal to be hereunto affixed, this 3rd day of February, 1915.

THE CITY OF SAN DIEGO

Herbert R. Fay

G. M. Schmidt

H. N. Manney

P. J. Benbough

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright

City Clerk.

SMITH, EMERY & COMPANY

By E. O. Slater

(SEAL)

2 V.P. & Mgr. Los Angeles Office.

I hereby approve the form of the foregoing contract, this 30th day of January, 1915.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND, between CITY OF SAN DIEGO, CALIFORNIA and SMITH, EMERY & CO., Sanitary Engineers for year of 1915, being Document No. 86012.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS, that we, C. H. JULIAN, of the City of San Diego, County of San Diego, State of California, as Principal, and PACIFIC COAST CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Sixteen Thousand Dollars (\$16,000.00), good and lawful money of the United States, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 17th day of February, A. D. 1915.

The condition of the above obligation is such that whereas the above bounden Principal, C. H. Julian, has entered into the annexed contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, material, equipment, plant and transportation, and to bear any and all other expense necessary or incidental in the performance of certain work hereinafter specified, and to do and perform the hauling, laying and testing of approximately forty thousand five hundred (40,500) feet of twenty-eight (28) inch diameter steel pipe, together with all necessary valves and fittings necessary for a steel transmission main connecting at a point near the end of the thirty-six (36) inch wood main on the Otay-San Diego Pipe Line at Bonita and continuing in a northwesterly direction to a point on Thirtieth Street between H Street and N Street in the City of San Diego, according to Ordinance No. 5762 to carry out the provisions of Ordinance No. 5334, Section One, Item "C", all as shown upon certain specifications attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said specifications for a particular description of the work to be done.

And whereas the aforesaid penal sum of Sixteen Thousand Dollars (\$16,000.00), being not less than one-half of the total amount payable by the terms of said contract, is intended

and is hereby made to inure to and for the benefit of all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

Now therefore, if the above bounden Principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon of any kind, the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that said claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an Act entitled, 'An act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works,' approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and the said Surety has caused these presents to be executed and its corporate seal hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

C. H. Julian,

PACIFIC COAST CASUALTY COMPANY

(SEAL)

By S. W. Grier,

Its Attorney-in-fact

I hereby approve the form of the within Bond, this 17th day of February, 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of February, 1915.

Herbert R. Fay,

O. M. Schmidt,

H. N. Manney

P. J. Benbough,

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, C. H. JULIAN, of the City of San Diego, County of San Diego, State of California, as Principal, and PACIFIC COAST CASUALTY COMPANY a corporation, organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Eight Thousand Dollars (\$8000.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of February, A. D. 1915.

The condition of the above obligation is such that whereas the above bounden Principal, C. H. Julian, has entered into the annexed contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools,

appliances, material, equipment, plant and transportation, and to bear any and all other expense necessary or incidental in the performance of certain work hereinafter specified, and to do and perform the hauling, laying and testing of approximately forty thousand five hundred (40,500) feet of twenty-eight (28) inch diameter steel pipe, together with all necessary valves and fittings necessary for a steel transmission main connecting at a point near the end of the thirty-six (36) inch wood main on the Otay-San Diego Pipe Line at Bonita and continuing in a northwesterly direction to a point on Thirtieth Street between H Street and N Street in the City of San Diego, according to Ordinance No. 5762 to carry out the provisions of Ordinance No. 5334, Section One, Item "C", all as shown upon certain specifications attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said specifications for a particular description of the work to be done.

Now therefore, if the said Principal shall faithfully perform said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and the said Surety has caused its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first above written.

C. H. Julian,

PACIFIC COAST CASUALTY COMPANY

By S. W. Grier,

ITS ATTORNEY-IN-FACT (SEAL)

I hereby approve the form of the within Bond, this 17th day of February, 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 17th day of February, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D.K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

C O N T R A C T.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 15th day of February, A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and C. H. JULIAN of the City of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor.

W I T N E S S E T H:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, material, equipment, plant and transportation, and to bear any and all other expense necessary or incidental in the performance of certain work hereinafter specified, and to do and perform the hauling, laying and testing of approximately forty thousand five hundred (40,500) feet of twenty-eight (28) inch diameter steel pipe, together with all necessary valves and fittings necessary for a steel transmission main connecting at a point near the end of the thirty-six (36) inch wood main on the Otay-San Diego Pipe Line at Bonita and continuing in a northwesterly direction to a point on Thirtieth Street between H Street and N Street in the City of San Diego, according to Ordinance 5762 to carry out the provisions of Ordinance 5334, Section One, Item "C", all as shown upon those certain specifications on file in the office of the City Clerk of said City, filed on the 6th day of January, 1915, marked Document No. 84792, endorsed "Specifications for hauling, testing, etc., 40500' 28" Pipe, etc. Bonita Pipe Line", a true copy of which specifications is hereto attached marked "Exhibit A", incorporated herein and made a part hereof as fully as if written out and incorporated into the body hereof.

Said Contractor hereby agrees that he will be bound by each and every part of said specifications, and do and cause to be done all of said work and improvement as specified in said specifications, as the same may be interpreted by the Hydraulic Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such specifications by said Common Council.

Said Contractor agrees to do and perform all of said work of hauling, laying and testing said pipe, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown in said specifications, at and for the following prices:

Do the hauling, laying and testing of approximately 40,500 ft. of 28" steel pipe, valve fittings and special castings including the setting of valves, castings and specials, for the sum of Seventy-five cents (75¢) Unit Price per foot, for the sum of Thirty Thousand Three Hundred Seventy-five Dollars . . . (\$30,375.00)

Building of 12 concrete valve chambers as per standard on file with the Department of Water, for the sum of One Hundred Twenty-five Dollars (\$125.00) unit price. Total price for 12 units, Fifteen Hundred Dollars (\$ 1,500.00)

Total \$31,875.00.

Said Contractor agrees to commence said work within not to exceed 15 days from the service upon him by said City of written notice so to do, and to prosecute the same diligently and with a sufficient force of men and equipment (so that said work, as shown on said specifications, shall be fully completed on or before one hundred (100) days from and after the service upon said Contractor by said City of written notice to commence said work.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work and improvement by said City, will pay said Contractor in warrants drawn upon the Water Conservation Bond Fund of said City, the sum of seventy-five cents (75¢) per foot for the hauling, laying and testing of said pipe, and the sum of One Hundred and Twenty-five Dollars (\$125.00) for each concrete valve chamber installed as hereinabove set forth. Said payments to be made as follows:

Said Hydraulic Engineer of said City shall, on or before the 10th day of each month,

make an estimate of the amount of work properly performed and completed, and in such condition as to be accepted by said City, during the preceding month, and on such estimate being made and reported to the Common Council of said City, and having been accepted by said City, and such estimate being then reported to the Auditing Committee of said City, seventy-five per cent (75%) of the amount estimated by said Hydraulic Engineer to have been done, shall be paid, and twenty-five per cent (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

Said Contractor agrees that he will not underlet nor assign this contract, nor any part thereof, to any one, without the consent in writing of the Common Council of said City having been first obtained.

Said Contractor further agrees that in the performance of the work in this contract specified, he will fully protect all work, labor, structures and improvements now completed or in process of construction, located and situated near or adjacent to where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures, or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, said Contractor shall repair such damage at his own cost and expense prior to the final acceptance of the work by the Common Council of said City.

Said Contractor further agrees that he will examine all drawings of location, profiles, sketches showing angles and distances, as well as examine the ground upon which said pipe is to be laid, and thoroughly familiarize himself with all conditions with which he has to contend. Said Contractor further agrees that the responsibility of having the pipe laid according to the lines and grades given shall rest entirely upon himself, and he agrees to check all special angles and see that they fit the conditions with which he has to contend. The valves shall be laid according to stakes set by the Department of Water of said City.

Further, said Contractor hereby agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and improvement specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who

directs or controls the work of any laborer, workman or mechanic, upon any of the work in this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, said Common Council shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to said City, over what the work would have cost at the contract rate, after crediting the Contractor with the value to said City, (as determined by said Common Council) of the remaining unused material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to said City to assume the capacity of the force and plant actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of said City to annul the contract, or the right of the Hydraulic Engineer of said City to terminate the same, as provided in said specifications. Nor shall any failure of the City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress during any month or series of months, be construed as a waiver of the right of said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council, who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of the contract, or considers any record or ruling of the Hydraulic Engineer as unfair, he shall file with the Common Council of said City a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the execution of the work to be done under these specifications as in the judgment of the City may be deemed necessary or expedient to carry out the intent of the contract, provided that the cost to the Contractor of doing the

work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the Contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

It is mutually agreed between the parties hereto that upon the receipt by the City of San Diego of the pipe to be laid and placed according to the terms of this contract, meaning by the word "receipt" the arrival of car load lots of said pipe, that the City of San Diego shall immediately notify the Contractor of such arrival and that the Contractor shall be allowed immediately thereafter to provide for the transfer of said pipe to the point or points along said Bonita Pipe Line where said Contractor desires said pipe to be unloaded. That any additional freight or demurrage charges incidental to or growing out of the delay in unloading by reason of the delivery of said pipe along the Bonita Pipe Line, shall be borne by the Contractor, and the City of San Diego shall be entitled to deduct from the amounts payable under the terms of this contract any such additional charges which the railroad company shall make against said City for additional switching or demurrage on cars or tracks. The purpose of this provision being to avoid the necessity and expense of unloading the pipe from the cars and reloading the same for shipment to points along the Bonita Pipe Line.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said City to that effect.

IN WITNESS WHEREOF, said Contractor has hereunto set his hand, and said City of San Diego has caused these presents to be executed by a majority of the members of its Common Council by resolution thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

Or M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

C. H. Julian,
Contractor.

I hereby approve the form of the foregoing contract, this 17th day of February, 1915.

T. B. Cosgrove,
City Attorney

By S. J. Higgins
Deputy City Attorney.

EXHIBIT A.

SPECIFICATIONS FOR HAULING, LAYING AND TESTING OF APPROXIMATELY 40,500 FEET OF 28 INCH DIAMETER STEEL PIPE, TOGETHER WITH ALL NECESSARY VALVES AND FITTINGS NECESSARY FOR A STEEL TRANSMISSION MAIN CONNECTING AT A POINT NEAR THE END OF THE 36 INCH WOOD MAIN ON THE OTAY-SAN DIEGO PIPE LINE AT BONITA AND CONTINUING IN A NORTHWESTERLY DIRECTION TO A POINT ON THIRTIETH STREET BETWEEN H STREET AND N STREET IN THE CITY OF SAN DIEGO ACCORDING TO ORDINANCE 5762 TO CARRY OUT THE PROVISIONS OF

ORDINANCE 5334, SECTION ONE, ITEM "C".

A: Unless otherwise mentioned in these specifications, Document No. 80165, being Standard Plans and Specifications, Department of Water, Pueblo Lands and Forestry, City of San Diego, Calif., on file in the City Clerk's Office, will be a guide and a part of these specifications.

B: Field Riveting. Field Riveting shall be as mentioned in Specification #11, page 26 of Document No. 80165.

C: Testing. Testing shall be as mentioned in Specification #11, page 26 of Document No. 80165, with the exception that defects in shop work must be made good by the contractors furnishing the pipe whether the shop testing is complied with or whether it is waived by the City.

D: Valve Chambers. Valve Chambers shall be of concrete in accordance with the standard plans on file with the Department of Water and Specification #9, pages 15 and 16 of Document No. 80165.

E: It being understood that the successful bidder being paid by the unit quantity for the various items set forth in the schedule of bids, the City reserves the right to make any changes in the location of the pipe line or to increase or decrease any of the quantities on which the bidder bases his estimate and the contractor will be allowed no damages on account of anticipated profits, or losses sustained thereby.

F: The contractors shall furnish all the necessary apparatus for loading and handling the pipe and material, and all the labor required in connection with the same. The City shall furnish one man to see that the work is done in accordance with these specifications. The pipe and material shall be handled in a careful and workmanlike manner. The contractor shall use all due precautions to see that none of the pipe or material is damaged by the loading, hauling and unloading of the same and shall satisfy himself that all pipe and material loaded by him is in a perfect condition and shall make good any damage done to any of the pipe and material, either in the loading or unloading or carrying the same to the job.

Bids shall include loading on the vehicles, hauling and unloading.

Bidders shall give satisfactory evidence and a bond to enter into a contract, and contractors shall give a sufficient bond to insure the faithful performance of the contract.

The Hydraulic Engineer shall designate the point of delivery for pipe and material, in writing, and shall determine whether the contract is being carried out by the contractor, or his agents, in a satisfactory manner; and, upon his decision that said contract is not being carried out in a satisfactory manner, shall terminate the same, after due notice in writing to the contractor.

SCHEDULE OF BIDS SHOWING APPROXIMATE QUANTITIES, AND WORK ENTERING INTO

THE CONSTRUCTION OF THE ABOVE PIPELINE.

Item	Description and Quantity	Unit Price per foot	Total Price	Time of Completion
(a)	Hauling, laying and test of 40,500 feet of 28 inch steel pipe, valves, fittings and special castings, including the setting of valves, castings and specials			
(b)	Building of 12 concrete valve chambers as per standard on file with the Department of Water.	<u>Unit Price</u>	<u> </u>	<u> </u>

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND, between CITY OF SAN DIEGO, CALIFORNIA, and C. H. JULIAN, lay steel pipe BONITA LINE, being Document No. 86383.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

PACIFIC COAST CASUALTY COMPANY

Head Office.

Merchants Exchange Building

SAN FRANCISCO, CAL.

TO THE HONORABLE THE COMMON COUNCIL OF THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO,
STATE OF CALIFORNIA.

Gentlemen: The Pacific Coast Casualty Company, a corporation by S. W. Grier, its attorney in fact, executed on February 17th, 1915, a material and labor bond in the sum of \$16,000 and a completion bond in the sum of \$8,000, for C. H. Julian, in favor of the City of San Diego, according to the terms and conditions of the contract, for the furnishing of all labor, tools, appliances, material, equipment, plant and transportation, and to bear any and all other expenses necessary or incidental to the performance of certain work hereinafter specified, and to do and perform the hauling, laying and testing of pipes, at Bonita to 30th Street, between H and N Streets, in the City of San Diego.

And on the 23rd day of February 1915, by Resolution No. 19248 of the Common Council, recorded in Resolution Book 28, Page 390, the said C. H. Julian, assigned the said contract to the Western Pipe & Steel Company, a corporation.

Now therefore, in consideration of the premises, the Pacific Coast Casualty Company hereby consents to the assignment of said contract from C. H. Julian to Western Pipe & Steel Company, a corporation, and further consents that the Western Pipe & Steel Company, a corporation, be substituted as principal on the above mentioned bonds instead of C. H. Julian, named as principal in said bonds.

IN TESTIMONY WHEREOF, the said surety has caused its name and seal to be hereunto affixed by its duly authorized officer or attorney in fact at San Diego, California, on this 10th day of March, 1915.

PACIFIC COAST CASUALTY COMPANY

By S. W. Grier,

Its attorney-in-fact (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONSENT OF BONDING COMPANY to ASSIGNMENT OF CONTRACT BY C. H. JULIAN to WESTERN PIPE & STEEL CO, Bonita Pipe Line, being Document No. 87144.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

ASSIGNMENT OF CONTRACT.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 22nd day of March, A. D. 1915, by and between C. H. JULIAN, of said City, party of the first part, hereinafter sometimes termed the Assignor, and WESTERN

PIPE AND STEEL COMPANY, of California, a corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City of Los Angeles, State of California, party of the second part and hereinafter sometimes termed the Assignee,

W I T N E S S E T H:

FOR THAT WHEREAS, said C. H. Julian has heretofore on, the 15th day of February, 1915, entered into a certain contract of agreement with The City of San Diego, a municipal corporation in the County of San Diego, State of California, wherein and whereby said C. H. Julian covenants and agrees to furnish all labor, tools, appliances, material, equipment, plant and transportation and to pay any and all other expense necessary or incidental in the performance of certain work in said contract specified, and to do and perform the hauling, laying and testing of approximately forty thousand five hundred (40,500) feet of twenty-eight (28) inch diameter steel pipe, together with all necessary valves and fittings necessary for a steel transmission main connecting at a point near the end of the thirty-six (36) inch wood main on the Otay-San Diego Pipe Line at Bonita, in said County of San Diego, State of California, and continuing in a northwesterly direction to a point on Thirtieth Street between H Street and N Street in said City, all of which is more particularly set forth in said contract, copy of which is on file in the office of the City Clerk of said City, being marked Document No. 86383, filed February 15th, 1915, and endorsed "Contract between City of San Diego, Cal. and C. H. Julian lay Steel Pipe, etc. Bonita Line"; and

WHEREAS, on page three of said contract the following provision is set forth:

"Said Contractor agrees that he will not underlet nor assign this contract, nor any part thereof, to any one without the consent, in writing, of the Common Council of said City having been first obtained"; and

WHEREAS, it is the desire of said C. H. Julian to assign said contract to said Western Pipe and Steel Company, of California, a corporation; and

WHEREAS, it is the desire of said Western Pipe and Steel Company, a corporation, to have assigned to it said contract and to assume the obligations and to receive the benefits in said contract provided; and

WHEREAS, it is the desire of both parties to this contract to obtain the written consent of said City of San Diego to such assignment; NOW THEREFORE,

IN CONSIDERATION of the sum of One Hundred (\$100.00) Dollars by said Western Pipe and Steel Company paid to said C. H. Julian, the receipt of which is hereby acknowledged by said C. H. Julian, and in consideration of said Western Pipe and Steel Company of California assuming all of the obligations imposed upon said C. H. Julian by the terms of said contract of February 15th, 1915, between said City of San Diego, a municipal corporation, and said C. H. Julian, as contained and set forth in said Document No. 86383, and in consideration of other mutual promises and obligations not herein set forth, said C. H. Julian for himself, his heirs, executors and assigns, does hereby transfer, set over and assign to Western Pipe and Steel Company, of California, a corporation, each, every and all the rights, claims and interest which said C. H. Julian has in and to or under, or may hereafter have in and to or under that certain contract of date February 15th, 1915, by and between The City of San Diego, a municipal corporation, and C. H. Julian, a copy of which contract is on file in the office of the City Clerk of said City, marked Document No. 86383;

And said Western Pipe and Steel Company, of California, a corporation, does herein and hereby substitute itself for and on behalf and in the place of said C. H. Julian, and does herein and hereby assume all of the obligations and covenants and promises to perform all of the undertakings and agreements made, promised and undertaken by said C. H. Julian in and under the terms of that certain agreement under date of February 15th, 1915, by and between The City of San Diego, a municipal corporation, and C. H. Julian, copy of which contract is on file in the office of the City Clerk of said City, marked Document No. 86383.

IN WITNESS WHEREOF, said Assignor has hereunto set his hand and seal, and said Assignee has caused these presents to be executed and its corporate seal to be affixed by its properly authorized officers, the day and year in this instrument first above written.

C. H. Julian, (SEAL)

WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA.

By J. W. Mason Prest.

CONSENT TO ASSIGNMENT.

Pursuant to the provisions of that certain contract entered into on the 15th day of February, 1915, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part, and C. H. Julian of the City of San Diego, County of San Diego, State of California, party of the second part, for the performance of certain work as set forth in said contract, a copy of which is on file in the office of the City Clerk of said City, marked Document No. 86383, and in order that said Contractor, C. H. Julian may assign said contract of February 15th, 1915 to Western Pipe and Steel Company, of California, a corporation, said City of San Diego, by and through a majority of the members of its Common Council, hereby gives its consent to said assignment of contract.

Dated at San Diego, California, this 22nd day of March, A. D. 1915.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing assignment of contract and consent thereto, this 22 day of March, 1915.

T. B. Cosgrove,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ASSIGNMENT OF CONTRACT & CONSENT OF COMMON COUNCIL THERETO, from C. H. Julian to Western Pipe & Steel Company of California, Bonita Pipe Line, being Document No. 87448.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, WESTERN PIPE AND STEEL COMPANY, of California, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and PACIFIC COAST CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Sixteen Thousand Dollars (\$16,000.00), good and lawful money of the United States, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 26th day of March, A. D. 1915.

The condition of the above obligation is such that whereas C. H. Julian has entered into a contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, material, equipment, plant and transportation and to bear any and all other expense necessary or incidental in the performance of certain work in said contract specified, and to do and perform the hauling, laying and testing of approximately forty thousand five hundred (40,500) feet of twenty-eight (28) inch diameter steel pipe, together with all necessary valves and fittings necessary for a steel transmission main connecting at a point near the end of the thirty-six (36) inch wood main on the Otay-San Diego Pipe Line at Bonita, and continuing in a westerly direction to a point on Thirtieth Street between H Street and N Street, in the City of San Diego, according to Ordinance No. 5762 to carry out the provisions of Ordinance No. 5334, Section One, Item "C", all as shown upon certain specifications attached to said contract and made a part thereof, as in said contract provided, copy of which contract is on file in the office of the City Clerk of said City, marked Document No. 86383, filed February 15th, 1915, and endorsed "Contract between City of San Diego, Cal. and C. H. Julian, lay Steel pipe, etc. Bonita Line"; and

Whereas, said C. H. Julian has assigned said contract to Western Pipe and Steel Company, of California, a corporation, and said Western Pipe and Steel Company, a corporation, has assumed the obligations of said contract and said City of San Diego has given its written consent to said assignment, copy of which assignment and written consent thereto is on file in the office of the City Clerk of said City, marked Document No. 87448, filed March 22nd 1915, and endorsed, "Assignment of contract for installation of Bonita Pipe Line and Consent of Common Council Thereto"; and

Whereas, the aforesaid penal sum of Sixteen Thousand Dollars (\$16,000.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the benefit of all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

Now therefore, if the above bounden Principal fails to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon of any kind, the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that said claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to Amend an act entitled, 'An act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other public works,' approved

March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal and Surety have caused these presents to be executed, and their corporate seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA.

By W. T. Howard, Vice Pres.

F. B. Kinsman,

Secretary (SEAL)

Principal

PACIFIC COAST CASUALTY COMPANY

By S. W. Grier

(SEAL)

Its attorney-in-fact

I hereby approve the form of the within Bond, this 1st day of April, 1915.

T. B. Cosgrove

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of April, 1915.

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk

By E. D. Johnston,

Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, WESTERN PIPE AND STEEL COMPANY, of California, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and PACIFIC COAST CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Eight Thousand Dollars (\$8000.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of March, A. D. 1915.

The condition of the above obligation is such that whereas C. H. Julian has entered into a contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, material, equipment, plant and transportation and to bear any and all other expense necessary or incidental in the performance of certain work in said contract specified, and to do and perform the hauling, laying and testing of approximately forty thousand five hundred (40,500) feet of twenty-eight (28) inch diameter steel pipe, together with all necessary valves and fittings

necessary for a steel transmission main connecting at a point near the end of the thirty-six (36) inch wood main on the Otay-San Diego Pipe Line at Bonita, and continuing in a westerly direction to a point on Thirtieth Street between H Street and N Street, in the City of San Diego, according to Ordinance No. 5762 to carry out the provisions of Ordinance No. 5334, Section One, Item "C", all as shown upon certain specifications attached to said contract and made a part thereof, as in said contract provided, copy of which contract is on file in the office of the City Clerk of said City, marked Document No. 86383, filed February 15th, 1915, and endorsed "Contract between City of San Diego, Cal. and C. H. Julian, lay Steel Pipe, etc. Bonita Line"; and

Whereas, said C. H. Julian has assigned said contract to Western Pipe and Steel Company, of California, a corporation, and said Western Pipe and Steel Company, a corporation has assumed the obligations of said contract and said City of San Diego has given its written consent to said assignment, copy of which assignment and written consent thereto is on file in the office of the City Clerk of said City, marked Document No. 87448, filed March 22nd, 1915, and endorsed, "Assignment of contract for installation of Bonita Pipe Line and Consent of Common Council thereto";

Now therefore, if the said Principal shall faithfully perform said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused their corporate names and seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

WESTERN PIPE AND STEEL COMPANY OF CALIFORNIA.

BY W. T. Howard Vice Pres.

F. B. Kinsman, Secy.

Principal (SEAL)

(SEAL)

PACIFIC COAST CASUALTY COMPANY

S. W. Grier,

Its Attorney-in-fact

Surety

I hereby approve the form of the within Bond, this 1st day of April, 1915.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of April, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

By E. D. Johnston, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

BOND, WESTERN PIPE & STEEL COMPANY OF CALIFORNIA, lay Bonita Pipe Line, being Document No. 87932.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS, that we UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, as Principal, and ILLINOIS SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Illinois, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty-five Hundred Dollars (\$2500.00), good and lawful money of the United States, to be paid to said City of San Diego, for which payment well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of March, 1915.

The condition of the above and foregoing obligation is such that whereas the said Principal has entered into the annexed contract with the City of San Diego to furnish to said City,

72 feet 4" Class C Cast Iron Water Pipe
12014 feet 4" Class B Cast Iron Water Pipe
3488 feet 6" Class B Cast Iron Water Pipe
1968 feet 8" Class C Cast Iron Water Pipe
746 feet 8" Class B Cast Iron Water Pipe
1680 feet 12" Class B Cast Iron Water Pipe

at the following prices:

Thirty-one and 20/100 Dollars (\$31.20) per ton for 4" and 6" Cast Iron Water Pipe; and
Twenty-nine and 20/100 Dollars (\$29.20) per ton for 8" and 12" Cast Iron Water Pipe,
delivered f. o. b. cars switch at California and Fir Streets in the City of San Diego, California, and in accordance with specifications contained in Document No. 80165, filed August 17th, 1914, in the office of the City Clerk of said City;

NOW THEREFORE, if the said Principal shall faithfully perform said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF the said Principal and Surety have hereunto caused their corporate names and seals to be hereunto affixed by their proper officers thereunto duly authorized, the day and year first hereinabove written.

UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY.

By R. W. Martindale

Pac Coast Mgr.

ILLINOIS SURETY COMPANY

By Harold M. Parsons, (SEAL)

Its Attorney in Fact

STATE OF CALIFORNIA,)
) SS.
City and County of San Francisco)

On this 15th day of March, in the year one thousand nine hundred and fifteen, before me, M. A. BRUSIE, a Notary Public in and for the City and County of San Francisco, personally appeared Harold M. Parsons known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of the Illinois Surety Company, and acknowledged to me that he subscribed the name of the Illinois Surety Company, therein as principal, and his own name as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at my office in the City and County of San Francisco, the day and year in this Certificate first above written.

M. A. Brusie

Notary Public in and for the City and County of

(SEAL)

San Francisco, State of California.

My commission expires Sept. 24, 1918.

I hereby approve the form of the within Bond, this 28th day of April, 1915.

T. B. Cosgrove

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 28th day of April, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

By Y. A. Jacques,

Deputy.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 1st day of March, 1915, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, party of the first part, and hereinafter designated as the City, and UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New Jersey, party of the second part, and hereinafter referred to as the Contractor, WITNESSETH:

That said Contractor hereby undertakes to and with the said City to furnish and deliver to said City, f. o. b. cars switch at California and Fir Streets, in the City of San Diego, California:-

72 feet 4" Class C Cast Iron Water Pipe

12014 feet 4" Class B Cast Iron Water Pipe

3488 feet 6" Class B Cast Iron Water Pipe

1968 feet 8" Class C Cast Iron Water Pipe

746 feet 8" Class B Cast Iron Water Pipe

1680 feet 12" Class B Cast Iron Water Pipe

Said Contractor agrees that said cast iron water pipe to be furnished as above specified, shall conform to the specifications for said pipe contained in Document No. 80165, filed August 17th, 1914, in the office of the City Clerk of said City, which said document is by reference thereto made a part hereof, as fully as though every part hereof were written out plainly herein.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 80165 as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

And the said City, in consideration of the faithful performance of each, every and all of the said agreements and covenants on the part of said Contractor herein contained, will pay to the said Contractor for each and every ton of two thousand pounds (2000) of pipe delivered f. o. b. cars switch, at California and Fir Streets, in the City of San Diego, California, the following prices:

Thirty-one and 20/100 Dollars (\$31.20) per ton for 4" and 6" Cast Iron Water Pipe; and

Twenty-nine and 20/100 Dollars (\$29.20) per ton for 8" and 12" Cast Iron Water Pipe.

Said payments to be made in warrants drawn upon the Water Development Bond Fund of the City of San Diego.

And said Contractor hereby undertakes and agrees that no pipe shall be shipped under the terms of this contract until the same has been inspected and accepted by an agent of said City of San Diego, as provided in said specifications hereinbefore referred to, being Document No. 80165.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, and the said Contractor has caused its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

UNITED STATES CAST IRON PIPE AND FOUNDRY COMPANY

By R. W. Martindale,

Pac Coast Mgr.

I hereby approve the form of the foregoing contract, this 1st day of March, 1915.

T. B. Cosgrove,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND, between CITY OF SAN DIEGO, CALIFORNIA and UNITED STATES CAST IRON PIPE & FOUNDRY COMPANY, Water Pipe, being Document No. 86757.

Allen H. Wright,
City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, WATER WORKS SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Three Hundred Dollars (\$300.00) lawful money of the United States of America, to be paid to said City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of February, 1915.

The conditions of the above and foregoing obligation are such that, whereas, the said Principal has entered into the annexed contract with the said City of San Diego to furnish all labor, tools, transportation, material, supplies or other expense, of every kind and description necessary, and to construct and deliver to said City of San Diego, one 28" x 12" Venturi Tube and Simplex Meter Register, to conform to the specifications contained in Document No. 85064, filed in the office of the City Clerk of said City on January 13th, 1915, and endorsed "Specifications 28" Venturi Water Meter for Bonita Pipe Line", which said document is by reference made a part of said contract as fully as though written out plainly therein.

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused these presents to be executed, and their corporate seals hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

WATER WORKS SUPPLY COMPANY
By C. B. Abbott, Pres.
AMERICAN SURETY COMPANY OF NEW YORK.
By F. L. Hemming
Resident Vice-President
Attest W. J. Bennett,
Resident Assistant Secy. (SEAL)

State of California,)
) SS.
County of Los Angeles)

On this 27th day of February A. D. 1915, before me, GRACE E. NEWCOMB, a Notary Public in and for Los Angeles County, State of California, duly commissioned and sworn, personally appeared F. L. Hemming personally known to me to be the Resident Vice President and W. J. Bennett personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

Grace E. Newcomb
Notary Public in and for the County of Los Angeles,
State of California.
(SEAL)
My commission expires September 16th, 1918.

I hereby approve the form of the within Bond, this 2nd day of March, 1915.

T. B. Cosgrove

City Attorney.

By S. J. Higgins

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 3rd day of March, 1915.

Herbert R. Fay

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright

City Clerk.

By Hugh A. Sanders

Deputy.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 24th day of February, A. D. 1915, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its Common Council, party of the first part, and hereinafter sometimes designated as the City, and WATER WORKS SUPPLY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be kept and performed, and the sums of money hereinafter designated to be paid to said Contractor by said City, the said Contractor hereby covenants and undertakes to and with said City, to furnish all labor, tools, transportation, material, supplies or other expense, of every kind and description necessary, and to construct and deliver to said City of San Diego, one 28" x 12" Venturi Tube and Simplex Meter Register, to conform to the specifications contained in Document No. 85064, filed in the office of the City Clerk of said City on January 13th, 1915, and endorsed "Specifications 28" Venturi Water Meter for Bonita Pipe Line", which said document is by reference thereto made a part hereof, as fully as though every part thereof were written out plainly herein.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 85064 as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

It is hereby agreed by and between the parties hereto that the Contractor shall make shipment of all of the material covered by this contract from the factory at Philadelphia, Pennsylvania, within thirty days from date of receipt of order.

It is further agreed by and between the parties hereto that the said Contractor shall replace any broken, imperfect or defective pieces of machinery, whether defective in workmanship or material, at the Contractor's own cost, on demand of the City, within 90 days after the meter is put in operation.

The Contractor hereby guarantees the capacity of the meter to be furnished under the terms of this contract to be as follows:

The maximum capacity of a 28 inch meter with a 12 inch throat connected with a standard form of register shall be 12,600,000 gallons per day.

The ranges of registration and corresponding accuracy shall be as follows:

From a maximum of 12,600,000 gallons per day to 1,260,000 gallons per day (2%) from 1,260,000 to 900,000 gallons per day (3%) and from 900,000 to 650,000 gallons per day (5%). The lowest limit of registration shall be thousand gallons per day.

The said City, in consideration of the faithful performance by said Contractor of each, every and all of the said agreements and covenants on the part of said Contractor herein contained, will pay to the said Contractor for said meter the price of Eleven Hundred and Twenty-five Dollars (\$1125.00) f. o. b. San Diego, in warrants drawn upon the Water Conservation Bond Fund of said City.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has caused these presents to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, this day and year first above written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

I hereby approve the form of the foregoing Contract, this 24th day of February, 1915.

T. B. Cosgrove

City Attorney

SPECIFICATIONS FOR 28 INCH VENTURI TYPE OF WATER METER TO BE
PLACED UPON THE BONITA PIPE LINE.

The contractors in submitting bids shall show the type of meter upon which their bids are based, giving the general dimensions and show construction and quality of different materials entering into same, together with descriptive catalogue of blue prints giving a detailed account of the method of operation. The contractors to whom the contract is awarded shall give a chart showing the method of installation with all necessary typewritten or printed rules and regulations attached thereto.

For the information of the bidders the diameter of the pipe on which the meter is to be installed is 28 Inch riveted steel pipe 1/4 inch thick and the maximum quantity of water that will be delivered through the meter will be not more than 12,000,000 gallons per day. The minimum quantity of water will be not less than 750,000 gallons per day. The inlet and outlet ends of the meter tube shall have flanged ends. The parties furnishing the meter shall furnish the meter tube and all necessary appurtenances thereto. The water supplied through the meter shall be by gravity and the meter will be placed above the pipe about seven feet.

It is necessary that the meter be calibrated to register in gallons per 24 hours and

the registering dial shall be calibrated to register in gallons. The chart shall be of a type that shall revolve once in seven days. The type of meter shall be such that there will be a Chart Recording Dial, a Registering Counter Dial, and an Indicator Dial.

The type of instrument shall be equivalent to Type M Register-Indicator-Recorder, page 16, Bulletin 75 of the Builders Iron Foundry, or the Simplex Meter of a type similar to 16-30-277 G. D. with the exception that the meter is to be adapted for a 28 inch pipe and the delivery is to be as enumerated above.

There shall be furnished a two years stock of charts and one-half dozen bottles of inks and one General Electric Flow Meter Planimeter similar to that used with Type R. W. 2 Flow Meter and shown on Page 18 of General Electric Bulletin A 4157.

It is necessary that this meter be furnished at the earliest possible date and the meter companies are to stipulate at what date meters will be delivered f. o. b. San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND, between CITY OF SAN DIEGO, CALIFORNIA and WATER WORKS SUPPLY COMPANY, furnish Venturi Meter, being Document No. 86641.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

C O N T R A C T.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 3d day of March, 1915, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, and hereinafter sometimes designated as the Company, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Company by said City in manner and form as hereinafter provided, said Company hereby covenants and agrees to and with said City to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances, for a period of five (5) years from and after the first day of June, 1915, to-wit, to and including the first day of June, 1920; said lights to be constructed at the places designated, and according to the specifications, contained in Document No. 86043, on file in the office of the City Clerk of said City; a true copy of which specifications is hereto attached, marked "Exhibit A," incorporated herein and made a part hereof as fully as though written out and incorporated into the body hereof.

Said Company hereby agrees that it will be bound by each and every part of said specifications, and do and cause to be done all of said work, as specified in said specifications, as the same may be interpreted by the City Engineer of said City, unless an appeal shall be taken to the Common Council of said City, and in case said Company is dissatisfied with or

feels aggrieved by the decision of said Common Council, then and only in that case may such differences be redressed by the appropriate processes of law.

Said Company agrees to furnish all of said poles, wires, conduits, lamps, arms and other appliances, and said electric current for the lighting of said streets, avenues, boulevards, places, drives and ways in said City of San Diego, and maintain such poles, wires, conduits, lamps, arms and appliances for said period of five (5) years, for the sum of four and 50/100 dollars (\$4.50) per lamp per month. And said Company further agrees to install and maintain lights in addition to those described in Document No. 86043, upon notification from the Common Council so to do, at and for the price of four and 50/100 dollars (\$4.50) per lamp per month; the said lights to be installed at the places designated by said Common Council, and to be in accordance with the specifications contained in said Document No. 86043; provided that said Company shall not be required by said City to establish and maintain, during the last six months of the term of this contract any lamps in addition to those already installed at the beginning of said period of six months, and provided, also, that no lamps shall be established more than 2500 feet beyond any present line of the Company, unless the growth of the City would reasonably justify and compensate such extension.

Said Company further agrees to move the said lights from the locations set out in said Document No. 86043, to any other locations within the said City of San Diego, and within the terms and provisions of this contract, upon notification from the Common Council of said City, provided such lights are not placed more than 2500 feet beyond any present line of the Company.

Said Company further agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said Company will rebate to the City any and all sums due said City by reason of the failure for any cause whatever of any of said lamps to burn, as required by the provisions of said specifications; and said Company further agrees with said City to repair and relight any lamp which for any cause whatever has ceased to burn, within a reasonable time after notification by the Police Department, or by the City Engineer of said City, after said lamp has failed to properly burn.

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 86043.

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sum of four and 50/100 dollars (\$4.50) per lamp per month, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. And said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City duly and properly drawn upon the Street Light Fund of said City, and upon presentation by the company of its claim therefor in the proper form, and said City agrees to provide and set apart for or transfer to said fund, in so far as it may legally do so, sufficient money to pay for said lights.

Said Company further agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this

contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other actions as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Company further agrees to furnish said City with a certificate of the insurance carrier with whom said Company is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, and insuring said Company against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said Company further agrees and covenants that neither said Company, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency, caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Company shall forfeit, as a penalty to said City, ten dollars for each laborer, workman or mechanic employed in the execution of this contract by said Company, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said Company further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than two dollars (\$2.00) per day.

It is mutually agreed and understood that said Company shall, and said Company hereby agrees and undertakes to protect and hold harmless the said City from and against any and all damages, cost or expense of whatsoever character, occasioned or growing out of, or in any manner arising from the performance, or attempted performance, of the obligations of this contract undertaken by said Company,

And said Company further agrees and herein undertakes to hold said City harmless from any and all claims for the use or infringement of any patent, or claim of patent, or for any cause whatsoever arising by reason of said City entering into the within contract; provided, always, however, that said Company shall not be liable, and shall not be held liable, for damages caused by riots, acts of the public enemy, act of God, or unauthorized state or municipal interference.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused its corporate name and seal to be hereunto affixed by its proper

officers, thereunto duly authorized, this 3d day of March, 1915.

THE CITY OF SAN DIEGO.

By Herbert R. Fay.

H. N. Manney

P. J. Benbough

D. K. Adams.

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,
City Clerk.

SAN DIEGO CONSOLIDATED GAS AND ELECTRIC CO.

By H. H. Jones,
President

(SEAL) ATTEST:

M. B. Fowler
Secretary

I hereby approve the form of the foregoing Contract, this 3rd day of Mch, 1915.

T. B. COSGROVE, City Attorney

By M. R. Thorp
Deputy City Attorney.

"EXHIBIT A."

W. M. Rumsey,
City Engineer.

Office of the
CITY ENGINEER.

San Diego, Cal., Feb. 3, 1915.

Honorable Common Council,
San Diego, Cal.

Gentlemen:

In the matter of the renewal of contract for the lighting of the City of San Diego, which expires on June 1, 1915, I beg to report that the lamps to be furnished for said lighting are to be Novalux pendent units, 600 candle power, series type, equipped with reflectors and prismatic refractors, to be suspended on wires in the center of the streets, avenues, boulevards, places, drives and ways, excepting where arm lights are designated, to be placed at the locations hereinafter mentioned, one lamp to be placed at each location; poles, wires and arms to be constructed and erected in a manner similar to the poles, wires and arms now in use by the San Diego Consolidated Gas & Electric Co. in lighting the said City of San Diego with electric lights, said lamps to burn from twenty minutes after sunset until twenty minutes before sunrise, each and every night during the life of the contract.

The person, firm or corporation furnishing the electric current for lighting the lamps aforesaid shall, at its own expense, furnish all poles, wires, conduits, lamps, arms, and all other appliances used in lighting, and shall maintain such poles, arms, wires, conduits, lamps and other appliances during the life of the contract.

Location of lamps are as follows, to-wit:

Granada Ave. and Thorn Street.
29th St. and Juniper St.
Granada Ave. and Grape St.
29th St. and Date St.
Dale St. and Elm St.
Bancroft St. and Cedar St.
31st St. and Redwood St.

State St. and Upas St.
Third St. and Washington St.
Fourth St. and Brookes Ave.
Third St. and Pennsylvania Ave.
Hermosa Way and Altamira Place.
Columbia St. and Cedar St.
Redwood St. and Union St.

Puterbaugh St. and Alameda Place.
 St. James Place and Alameda Drive.
 State St. and Vine St.
 Hermosa Way and Fort Stockton Drive.
 Goldfinch St. and Stockton St.
 Brant St. and Lewis St.
 Sutter St. and Eagle St.
 Brighton Ave. and Cable St.
 Ebers St. and Cape May Ave.
 Saratoga Ave. and Cable St.
 Chatsworth Blvd. and Tennyson St.
 San Clemente St. and Voltaire St.
 Mendocino Blvd. and Voltaire St.
 Rosecrans St. and Hugo St.
 Rosecrans St. and Dickens St.
 Coast Blv'd and Girard St.
 Herschel Ave. and Prospect St.
 40th St. bet. M St. and Woolman Ave.
 M St. bet. 35th St. and 36th St.
 Woolman Ave. and 35th St.
 Woolman Ave. and 33rd St.
 National Ave. and South Evans St.
 24th St. and Dewey St.
 26th St. and Sicard St.
 Sampson St. and Woolman Ave.
 Sicard St. and Harrison Ave.
 Woden St. and Cottonwood St.
 Illinois St. and Lincoln Ave.
 Madison Ave. and Hamilton St.
 Collier Ave. and Idaho St.
 Utah St. and Copley Ave.
 Lincoln Ave. and Georgia St. (arm light)
 Madison Ave. and Massachusetts St.
 10th St. and Johnson Ave.
 Lincoln Ave. and Missouri St.
 34th St. and Juniper St.
 Polk Ave. and Ohio St.
 Polk Ave. and Kansas St.
 Ohio St. and Monroe Ave.
 Utah St. and Monroe Ave.
 7th St. and Beech St.
 15th St. and Russ St.
 7th St. and B St. (arm light).
 16th St. and G St.
 12th St. and M St.
 Dewey St. and Logan Ave.
 28th St. and K St.
 21st St. and N St.
 26th St. and K St.
 28th St. and H St.
 27th and H Sts.
 22nd St. and H St.
 National Ave. bet. 35th and 36th.
 31st St. and E St.
 Bush St. and Ibis St.
 State St. and G St.
 27th & L Sts.
 27th & K Sts.
 J St. bet. 26th & 27th Sts.
 27th & I Sts.
 Hoitt bet H & I Sts.
 26th & G Sts.
 27th & F Sts.
 26th St. & Broadway.
 26th & C Sts.
 27th & B Sts.
 26th & B Sts.
 26th & A Sts.
 27th & A Sts.
 28th & B Sts.
 Granada Ave. & A St.
 28th & C Sts.
 Alley bet. Broadway & E St.,
 28th and 29th Streets.
 29th St. & Broadway
 29th & B Sts.
 Granada Ave. & Ash St.
 28th & Beech Sts.
 Granada Ave. & Cedar St.
 29th & Beech Sts.
 Dale & Cedar Sts.
 Granada Ave. & Elm St.
 Dale & Grape Sts.
 29th & Hawthorn Sts.
 Dale & Ivy Sts.
 30th & Juniper Sts. (west)
 29th & Palm Sts.
 Granada Ave. & Palm St.
 Granada Ave. & Redwood St.
 Dale & Thorn Sts.
 Utah & Upas Sts.
 Kansas & Upas Sts.
 Oregon & Myrtle Sts.
 Utah & Capps Sts.

Kansas & Capps Sts.
 Kansas & Dwight Sts.
 Utah & Landis Sts.
 Kansas & Landis Sts.
 Kansas & Gunn Sts.
 30th & Landis Sts.
 30th & Myrtle Sts.
 Grim Ave. & Myrtle St.
 30th & Upas Sts. (west)
 30th & Upas Sts. (east)
 Grim Ave. & Thorn St.
 Herman Ave. & Thorn St.
 30th & Redwood Sts.
 30th & Palm Sts.
 30th St. bet. Laurel & Maple Sts.
 Burlingame Dr. & San Marcos Ave.
 San Marcos Ave. & Laurel St.
 30th & Kalmia Sts.
 30th & Juniper Sts. (east)
 Capitan Ave. & Kalmia St.
 Dulzura Ave. & Laurel St.
 32nd & Juniper Sts.
 31st & Ivy Sts.
 30th & Hawthorn Sts.
 31st & Grape Sts.
 32nd & Grape Sts.
 30th & Fir Sts.
 31st & Elm Sts.
 Bancroft & Elm Sts.
 Felton & Beech Sts.
 30th & Date Sts.
 Fern & Cedar Sts.
 31st & Cedar Sts.
 30th & Beech Sts.
 Grove & Ash Sts.
 30th & A Sts. (east)
 30th & B Sts.
 31st & B Sts.
 Edgemont & A Sts.
 Edgemont & C Sts.
 30th St. & Broadway.
 30th & F Sts.
 30th & G Sts (west)
 31st & I Sts.
 33rd St. & Lemon Grove Blvd.
 32nd & H Sts.
 33rd & I Sts.
 33rd & J Sts.
 Bancroft & J Sts.
 32nd & K Sts.
 34th & M Sts.
 33rd & L Sts.
 31st & K Sts.
 30th & J Sts.
 29th & K Sts.
 30th & K Sts. (East)
 1st & Maple Sts.
 Albatross & Laurel Sts.
 Brant & Kalmia Sts.
 Union & Laurel Sts.
 Union & Juniper Sts.
 State & Ivy Sts.
 Union bet. Hawthorn & Grape Sts.
 State & Hawthorn Sts.
 State & Grape Sts.
 State & Date Sts.
 State & Beech Sts.
 Columbia & Ash Sts.
 State & A Sts.
 State & C Sts.
 Columbia & B Sts.
 State & E Sts.
 Front & E Sts.
 2nd & G Sts.
 4th & G Sts.
 3rd & I Sts.
 3rd & J Sts.
 4th & J Sts.
 2nd & J Sts.
 2nd & I Sts.
 Front & G Sts.
 Columbia & H Sts.
 Arctic & H Sts.
 Atlantic & H Sts.
 Atlantic & F Sts.
 India & E Sts.
 India & C Sts.
 India & A Sts.
 Arctic & Ash Sts.
 India & Beech Sts.
 Arctic & Cedar Sts.
 India & Fir Sts.
 California & Hawthorn Sts.
 India & Kalmia Sts.
 India & Maple Sts.
 Columbia & Nutmeg Sts.
 State & Palm Sts.

India & Olive Sts.	11th & B Sts.
India & Quince Sts.	11th & Broadway.
India & Spruce Sts.	11th & F Sts.
India St. & Glenwood Dr.	11th & J Sts.
Arctic & Chalmers Sts.	12th & A Sts.
India & Chalmers Sts.	12th & B Sts.
Wellborn & Linwood Sts.	12th & C Sts.
India & Winder Sts.	12th & E Sts.
Harasthy & California Sts.	12th & G Sts.
Sutherland St. & La Jolla Ave.	12th & I Sts.
Henry & Linwood Sts.	12th & K Sts.
Bandini St. & La Jolla Ave.	13th & B Sts.
Wright & Kurtz Sts.	13th & Broadway.
Harney St. & San Diego Ave.	13th & F Sts.
Mason & Congress Sts.	13th & G Sts.
Mason St. & San Diego Ave.	13th & J Sts.
Morena Blvd., Ft. Stockton Dr. &	13th & K Sts.
Drosocrans St. (North end Old Town Bridge)	13th & L Sts.
Taylor & Hickory Sts.	14th & A Sts.
(South end Old Town bridge)	14th & C Sts.
Taylor & Juan Sts.	14th & E Sts.
Wallace & Juan Sts.	14th & G Sts.
Harney & Juan Sts.	14th & I Sts.
Trias St. & Ft. Stockton Dr.	14th & K Sts.
Witherby St. & Ft. Stockton Dr.	15th & B Sts.
Ft. Stockton Dr., Hickory St. & Canyon Road.	15th & C Sts.
Alameda Dr. & Sunset Blvd.	15th & E Sts.
St. James Place & Sheridan Ave.	15th & G Sts.
Sheridan Ave. & Sunset Blvd.	15th & J Sts.
Sierra Vista & Valle Vista Sts.	15th & L Sts.
Hermosa Way & Altura Pl.	16th & A Sts.
Stephens & Lewis Sts.	16th & Broadway.
Portola Pl. & Washington Ave.	16th & I Sts.
Randolph & Lewis Sts.	16th & K Sts.
Calhoun & Stockton Sts.	17th & B Sts.
Kite & Lewis Sts.	17th & E Sts.
Kite St. & Washington Ave.	17th & F Sts.
Jackdaw St. & Ft. Stockton Dr.	18th & A Sts.
Jackdaw & Hunter Sts.	18th & C Sts.
Hawk and Barr Sts.	18th & Broadway.
Ibis St. & Montecito Way.	18th & G Sts.
Hawk & Lewis Sts.	18th & I Sts.
Hawk St. & Fort Stockton Dr.	18th & K Sts.
Hawk St. & Washington Ave.	19th & E Sts.
Goldfinch & Douglass Sts.	19th & F Sts.
Kite & Bush Sts.	19th & H Sts.
Kite & Torrence Sts.	19th & J Sts.
Hawk St. & Brookes Ave.	20th & Broadway.
Jackdaw St. & Penn. Ave.	20th & G Sts.
Goldfinch & Sutter Sts.	20th & I Sts.
Falcon St. & Alley N. of Bush St.	20th & K Sts.
Falcon St. & Washington Ave.	21st & C Sts.
Falcon St. & Lewis St.	21st & H Sts.
Eagle St. & Ft. Stockton Dr.	21st & J Sts.
Eagle & Douglass Sts.	21st & L Sts.
Dove St. & Washington Ave.	21st & F Sts.
Albatross St. & Washington Ave.	22nd & B Sts.
Albatross St. & Robinson Avenue.	22nd & Broadway.
Curlew St. & Penn. Ave.	22nd & G Sts.
1st St. & Penn. Ave.	22nd & I Sts.
1st St. & Brookes Ave.	22nd & K Sts.
Front St. & Brookes Ave.	23rd & C Sts.
1st & Walnut Sts.	23rd & E Sts.
Albatross & Walnut Sts.	23rd & F Sts.
Brant & Upas Sts.	24th & A Sts.
Brant & Thorn Sts.	24th & B Sts.
Brant & Spruce Sts.	24th & Broadway.
1st & Spruce Sts.	24th & H Sts.
Front & Spruce Sts.	24th & J Sts.
1st & Palm Sts.	24th & K Sts.
1st & Nutmeg Sts.	25th St. north of A St.
4th & I Sts.	25th & B Sts.
4th & K Sts.	25th & C Sts.
5th & K Sts.	25th & Broadway.
5th & L Sts.	25th & E Sts.
6th & K Sts.	25th & F Sts.
6th & M Sts.	25th & G Sts.
7th & I Sts.	25th & I Sts.
7th & J Sts.	25th & K Sts.
7th & L Sts.	25th & L Sts.
8th & C Sts.	4th & Cedar Sts.
8th & G Sts.	3rd & Beech Sts.
8th & K Sts.	4th & Beech Sts.
9th & C Sts.	6th & Beech Sts.
9th & Broadway	8th & Cedar Sts.
9th & G Sts.	8th & Ash Sts.
9th & J Sts.	9th & Beech Sts.
10th & C Sts.	9th & Date Sts.
10th & E Sts.	10th & Cedar Sts.
10th & G Sts.	10th & A Sts.
10th & I Sts.	9th & B Sts.
10th & K Sts.	7th & A Sts.
	6th & A Sts.
	4th & A Sts.
	3rd & Ash Sts.
	2nd & A Sts.

Richmond St. & Cleveland Ave.
 University Blvd. & Univ. Ave.
 University Blvd. & Lincoln Ave.
 University Blvd. & Campus Ave.
 Park & University Blvds.
 Park Blvd. & El Cajon Ave.
 Park Blvd. & Meade Ave.
 Georgia St. & Mission Ave.
 Campus & Monroe Aves.
 Park Blvd. & Monroe Ave.
 Alabama St. & Monroe Ave.
 Louisiana St. & Monroe Ave.
 Mississippi St. & Meade Ave.
 Texas St. & Meade Ave.
 Texas St. & El Cajon Ave.
 Alabama St. & El Cajon Ave.
 Mississippi St. & Polk Ave.
 Florida St. & Howard Ave.
 Georgia St. & Polk Ave.
 Park Blvd. & Polk Ave.
 Park Blvd. & Lincoln Ave.
 Center St. & Blaine Ave.
 Herbert St. & Cypress Ave.
 Albert St. & Brookes Ave.
 Park Blvd. & Upas St.
 Indiana St. & Cypress Ave.
 Park Blvd. & Penn. Ave.
 Park Blvd. & Robinson Ave.
 Park Blvd. & University Ave.
 Georgia St. & University Ave.
 Florida St. & Lincoln Ave.
 Alabama St. & University Ave.
 Louisiana St. & Lincoln Ave.
 Texas St. & University Ave.
 Arizona & Landis Sts.
 Louisiana & Landis Sts.
 Texas & Dwight Sts.
 Oregon & Landis Sts.
 Oregon St. & University Ave.
 Utah St. & Lincoln Ave.
 Utah St. & University Ave.
 30th St. & University Ave.
 Idaho St. & El Cajon Ave.
 Illinois St. & Madison Ave.
 Boundary St. & Adams Ave.
 30th St. & Adams Ave.
 Kansas St. & Madison Ave.
 Kansas St. & Collier Ave.
 Utah St. & Adams Ave.
 Idaho St. & Madison Ave.
 Oregon St. & Adams Ave.
 Texas St. & Madison Ave.
 Adams Ave. bet. Tex. & Ariz. Sts.
 Louisiana St. & Adams Ave.
 Alabama St. & Adams Ave.
 Florida St. & Madison Ave.
 Georgia St. at Spaulding Pl.
 Park Blvd. & Adams Ave.
 Park Blvd. & Madison Ave.
 North Ave. & Madison Ave.
 Cleveland & Madison Aves.
 New York St. & Madison Ave.
 Maryland St. & Monroe Ave.
 New Jersey St. & Meade Ave.
 Cleveland & Meade Aves.
 Campus & Van Buren Aves.
 Maryland St. & Tyler Ave.
 Cleveland & Tyler Aves.
 Campus & Tyler Aves.
 Richmond St. & Lincoln Ave.
 Johnson & Lincoln Aves.
 Vermont St. & Lincoln Ave.
 Vermont St. & Johnson Ave.
 Vermont St. & Hendricks Ave.
 Texas St. & Polk Ave.
 Arizona St. & Polk Ave.
 Oregon St. & Polk Ave.
 13th & N Sts.
 National Ave. & N St.
 Sigsbee St. & Nat'l. Ave.
 Beardsley St. & Nat'l. Ave.
 Beardsley St. & Newton Ave.
 Crosby St. & National Ave.
 Beardsley St. & Logan Ave.
 Sigsbee St. & Kearney Ave.
 Crosby St. & Kearney Ave.
 Beardsley St. & Julian Ave.
 Crosby St. & Irving Ave.
 Dewey St. & Julian Ave.
 Evans St. & Harrison Ave.
 Evans St. & Woolman Ave.
 Evans St. & Franklin Ave.

Evans St. & Julian Ave.
 Evans St. & Kearney Ave.
 Evans St. & Logan Ave.
 Dewey St. & Logan Ave.
 Evans St. & Newton Ave.
 Sampson St. & National Ave.
 Sampson St. & Logan Ave.
 Sicard St. & Kearney Ave.
 Sampson St. & Kearney Ave.
 Sampson St. & Julian Ave.
 Sampson St. & Irving Ave.
 Sicard St. & Irving Ave.
 Sicard St. & Julian Ave.
 28th St. & Marcey Ave.
 28th St. & National Ave.
 29th St. & National Ave.
 27th St. & Newton Ave.
 27th St. & Logan Ave.
 26th St. & Logan Ave.
 26th St. & National Ave.
 Schley & Main Sts.
 28th St. & Boston Ave.
 28th St. & Colton Ave.
 29th St. & Boston Ave.
 30th St. & Newton Ave.
 30th & Main Sts.
 31st & Main Sts.
 Osborne St. & Marine View Ave.
 40th & Cottonwood Sts.
 Main St. bet. Vesta & Woden Sts.
 Main St. bet. Thor & Una Sts.
 Main St. bet. Rigel & Sive Sts.
 Main & Pluto Sts.
 32nd & Main Sts.
 32nd St. & Newton Ave.
 34th St. & National Ave.
 31st St. & National Ave.
 Logan Ave. bet. 31st & 32nd Sts.
 30th St. & Logan Ave.
 39th St. & Woolman Ave.
 40th St. & M St.
 39th & M Sts.
 38th & Wabash Sts.
 37th & M Sts.
 32nd St. & Woolman Ave.
 31st St. & Franklin Ave.
 30th St. & Woolman Ave.
 28th St. & Woolman Ave.
 Sampson St. & Franklin Ave.
 28th St. & Everett Ave.
 29th St. & Clay Ave.
 30th St. & Webster Ave.
 31st St. & Webster Ave.
 32nd St. & Webster Ave.
 32nd & M Sts.
 31st & M Sts.
 30th & M Sts.
 29th & M Sts.
 28th & N Sts.
 Evans & M Sts.
 Evans St. & Everett Ave.
 26th & M Sts.
 Dewey St. & Woolman Ave.
 26th & N Sts.
 25th & N Sts.
 24th & M Sts.
 Harrison Ave. & N St.
 19th & M Sts.
 16th & M Sts.
 16th N Sts.
 Grim Ave. & Wightman St.
 31st & Landis Sts.
 Iowa St. & University Ave.
 32nd St. & University Ave.
 Bancroft & Wightman Sts.
 Boundary St. & El Cajon Ave.
 Iowa St. & Polk Ave.
 Rosecrans & Kellogg Sts.
 San Fernando & Kellogg Sts.
 Rosecrans & McCall Sts.
 San Fernando & McCall Sts.
 Rosecrans & Bessemer Sts.
 Rosecrans & Canon Sts.
 Rosecrans & Macaulay Sts.
 Rosecrans & Xenophon Sts.
 Rosecrans & Lytton Sts.
 Willow & Macaulay Sts.
 Santa Barbara St. & Newport Ave.
 Ebers St. & Santa Cruz Ave.
 DeFoe St. & Newport Ave.
 Bacon St. & Santa Cruz Ave.
 Cable St. & Coronado Ave.
 Bacon St. & Niagara Ave.
 Bacon St. & Newport Ave.
 Abbott St. & Newport Ave.
 Abbott St. & Brighton Ave.
 Bacon & Voltaire Sts.
 Cable & Voltaire Sts.

1st & B Sts.
 1st & C Sts.
 Front & C Sts.
 Union & B Sts.
 Front & A Sts.
 Union & Ash Sts.
 1st & Ash Sts.
 Front & Beech Sts.
 Union & Cedar Sts.
 1st & Cedar Sts.
 Front & Date Sts.
 Union & Elm Sts.
 1st & Elm Sts.
 Front & Fir Sts.
 Albatross & Grape Sts.
 1st & Grape Sts.
 2nd & Hawthorn Sts.
 Front & Ivy Sts.
 1st & Ivy Sts.
 Front & Juniper Sts.
 2nd & Kalmia Sts.
 1st & Laurel Sts.
 3rd & Laurel Sts.
 3rd & Nutmeg Sts.
 3rd & Quince Sts.
 3rd & Redwood Sts.
 2nd & Thorn Sts.
 2nd & Upas Sts.
 3rd St. & Walnut Ave.
 3rd St. & Brookes Ave.
 3rd St. & Robinson Ave.
 1st St. & University Ave.
 1st St. & Washington Ave.
 Front St. north of Stockton St.
 Bachman Pl. & Lewis Ave.
 4th St. & Lewis Ave.
 1st St. & Montecito Way.
 5th & Stockton Sts.
 5th St. & Washington Ave.
 4th St. & University Ave.
 5th St. & University Ave.
 6th St. & University Ave.
 8th St. & Washington Ave.
 9th St. & University Ave.
 10th St. & University Ave.
 Vermont St. & University Ave.
 Richmond St. & Robinson Ave.
 Vermont St. & Pennsylvania Ave.
 10th and Essex Sts.
 8th St. & Robinson Ave.
 6th St. & Robinson Ave.
 5th St. & Robinson Ave.
 6th St. & Pennsylvania Ave.
 Penn. Ave. bet. 7th & 8th Sts.
 4th St. & Pennsylvania Ave.
 5th St. & Brookes Ave.
 4th St. & Walnut Ave.
 5th and Upas Sts.
 6th St. & Ivy Lane.
 6th St., nr. Brookes Ave.
 6th & Upas Sts.
 4th & Thorn Sts.
 5th & Spruce Sts.
 5th & Quince Sts.
 4th & Palm Sts.
 5th & Olive Sts.
 5th & Maple Sts.
 5th & Kalmia Sts.
 3rd & Juniper Sts.
 4th & Ivy Sts.
 5th & Hawthorn Sts.
 4th & Grape Sts.
 3rd & Fir Sts.
 2nd & Fir Sts.
 5th & Fir Sts.
 4th & Elm Sts.
 2nd & Date Sts.
 4th & Date Sts.
 5th & Date Sts.
 6th & Date Sts.
 3rd & Cedar Sts.

Ebers & Voltaire Sts.
 Froude & Voltaire Sts.
 Soto & Voltaire Sts.
 Ebers St. & W. Pt. Loma Blvd.
 Grand Ave. & Rose Canon Road.
 Lamont & Chalcedony Sts.
 Jewell & Garnet Sts.
 Kendall & Hornblend Sts.
 Lamont & Garnet Sts.
 Noyes & Garnet Sts.
 Ingraham & Hornblend Sts.
 Morrell & Hornblend Sts.
 Haines St. & Grand Ave.
 Lamont St. & Grand Ave.
 Lamont & Van Nuys Sts.
 Bayard St. & Grand Ave.
 Cass & Garnet Sts.
 Coast Blvd. bet. Girard Ave. & Cave St.
 Girard Ave. & Coast Blvd.
 Prospect & Jenner Sts.
 Girard Ave. & Cave St.
 Fay & Silverado Sts.
 Ivanhoe Ave. & Cave St. (South)
 Ivanhoe Ave. & Silverado St.
 Exchange Pl. & Cave St.
 Prospect Pl. & Torrey Road.
 Exchange Pl. & Torrey Road.
 Eads Ave. & Kline St.
 Girard Ave. & Kline St.
 Draper Ave. bet. Kling & Silverado Sts.
 (250 watt Inc.)
 Draper Ave. & Ravina St.
 Prospect & Ravina Sts.
 La Jolla Blvd. & Pearl St.
 Eads Ave. & Pearl St.
 La Jolla Blvd. & Marine St.
 Fay Ave. & Genter St.
 La Jolla Blvd. & Bonair St.
 Ivanhoe Ave. & Prospect St.

Yours truly,

W. M. Rumsey,
 City Engineer.

KNOW ALL MEN BY THESE PRESENTS: That we, SAN DIEGO CONSOLIDATED GAS & ELECTRIC COM-
 PANY, a corporation created and existing under the laws of the State of California, as
 principal, and the UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation organized and

existing under the laws of the State of Maryland, with its principal place of business in the City of Baltimore, in said State, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, organized and existing under and by virtue of the laws of the State of California, in the penal sum of FIFTY THOUSAND DOLLARS (\$50,000.00), to be paid to the said City of San Diego, for which payment well and truly to be made, the said San Diego Consolidated Gas & Electric Company and the said United States Fidelity & Guaranty Company, and their and each of their successors and assigns, binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 3d day of March, 1915.

THE CONDITIONS OF THE ABOVE AND FOREGOING OBLIGATIONS are such that whereas, said San Diego Consolidated Gas & Electric Company, as principal, on the 3d day of March, 1915, entered into the above and foregoing contract with the said City of San Diego, to furnish all poles, wires, conduits, lamps, arms and all other appliances, and the electric current for the lighting of the streets, avenues, boulevards, places, drives and ways in the City of San Diego, California, together with the maintenance of such poles, wires, conduits, lamps and arms, and appliances, for a period of five (5) years from and after the first day of June, 1915, to-wit, to and including the first day of June, 1920, for the prices as in said contract specified, the same to be done in strict compliance with the terms and conditions of said contract, and in accordance with the specifications contained in Document No. 86043, on file in the office of the City Clerk of said City a true copy of which said specifications is attached to said contract, marked "Exhibit A," and incorporated herein and made a part thereof, and also to protect and hold harmless the said City against all damages, costs or expenses on account of damage to person or property, or for the use or infringement of any patents, or upon any account whatever, arising or growing out of the execution of said contract, all as in said contract specifically set forth.

NOW, THEREFORE, if the said San Diego Consolidated Gas & Electric Company shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract contained on its part to be kept and performed, at the time and in the manner and form therein specified, then this obligation shall be void; otherwise to remain in full force and effect.

SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY

By H. H. Jones,

President

(SEAL) ATTEST:

M. B. Fowler,

Secretary

UNITED STATES FIDELITY & GUARANTY COMPANY.

BY C. W. Oesting,

Attorney-in-fact. (SEAL)

I hereby approve the form of the within Bond, this 3rd day of March, 1915.

T. B. Cosgrove

City Attorney.

By M. R. Thorp

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego,

California, this 3rd day of March, 1915.

Herbert R. Fay

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA, and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, furnish electric current for street lighting for five (5) years, being Document No. 86851.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

INDENTURE OF AGREEMENT.

FOR THAT WHEREAS, the North American Dredging Company of Nevada, a corporation, as Principal, and the New England Casualty Company, a corporation, as Surety, have on the 31st day of March, A. D. 1914, executed two certain bonds, one being in the sum of One Hundred Thousand Dollars (\$100,000.00), good and lawful money of the United States, wherein and whereby said Principal and Surety bind themselves, their successors and assigns, jointly and severally, to pay for all materials and supplies furnished in the performance of certain work and dredging contracted to be done by the terms of a certain contract between The City of San Diego and the North American Dredging Company of Nevada, a corporation, said contract being on file in the office of the City Clerk of said City, marked Document No. 74830, and the amendments thereto and corrections thereof shown upon those certain documents on file in the office of said City Clerk, being marked Documents No. 75708-1/2, 77691 and 84011, respectively; the other and second of which bonds being in the sum of Fifty Thousand Dollars (\$50,000.00), lawful money of the United States, wherein and whereby said Principal and Surety bind themselves, their successors and assigns, jointly and severally to The City of San Diego to insure the faithful performance by said North American Dredging Company of Nevada, a corporation, of said contract marked Document No. 74830, and said modifications thereof hereinbefore referred to, marked Documents No. 75708-1/2, 77691 and 84011, respectively; and

WHEREAS, said City of San Diego and said North American Dredging Company of Nevada, a corporation, are about to enter into a certain written stipulation and agreement relative to the performance of the work as is provided in said contract marked Document No. 74830, copy of which stipulation and agreement is attached hereto, marked Exhibit A, by reference thereto made a part hereof and incorporated herein as though in this paragraph fully set forth; and

WHEREAS, it is deemed advisable that the consent of said New England Casualty Company, Surety upon said bonds, be obtained before entering into said stipulation and agreement and upon the performance of the terms of said stipulation and agreement, NOW THEREFORE,

We, the New England Casualty Company, a corporation, and the Surety upon the said two bonds hereinbefore mentioned, do hereby consent and agree to the execution of the stipulation and agreement and the performance of the work, labor and services thereunder, all as is provided in that certain stipulation and agreement attached hereto, marked Exhibit A, made a part hereof and by reference incorporated herein as though in this paragraph fully set forth, and we hereby consent and agree to such change or modification, if any, contained therein, from the original contract between said City and said North American Dredging Company of Nevada, as is provided in that certain contract on file in the office of the City Clerk of The City of San Diego marked Document No. 74830, and as the same has been thereafter modified by Documents No. 75708-1/2, No. 77691 and No. 84011, respectively.

Dated at Los Angeles, California, this 12th day of March, 1915.

NEW ENGLAND CASUALTY COMPANY.

By Albert N. Campbell

Attorney in fact

By Allan T. Archer,

Attorney in fact

PRINTED
(SEE FORM F.S. 1309- POWER OF ATTORNEY ATTACHED TO CONTRACT) NO. 1656.

S T I P U L A T I O N .

THIS STIPULATION, made and entered into in duplicate at the City of San Diego, County of San Diego, State of California, this 15th day of March, 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation located in the County of San Diego, State of California, party of the first part, hereinafter designated as the City, and NORTH AMERICAN DREDGING COMPANY OF NEVADA, a corporation organized and existing under and by virtue of the laws of the State of Nevada, and having its principal place of business in the State of California at the City of Los Angeles, party of the second part, and hereinafter designated as the Contractor, WITNESSETH:

FOR THAT WHEREAS, the parties hereto have heretofore, on to-wit, the 25th day of March 1914, in THE City of San Diego, State of California, entered into a certain contract wherein and whereby said Contractor has agreed to dredge for and on behalf of said City certain prescribed and designated areas in the Bay of San Diego; and,

WHEREAS, a copy of said contract and agreement is on file in the office of the CITY Clerk of said City, marked Document No. 74830, filed March 30th, 1914, and endorsed, "Contract between the City and North American Dredging Company; dredging certain areas in San Diego Bay;" and,

WHEREAS, the parties hereto have heretofore, on to-wit, the 25th day of March, 1914, the 5th day of June, 1914, and the 21st day of December, 1914, entered into certain written agreements modifying said contract stipulating the manner of performance of the work under said contract of March 25th, 1914, copies of which written agreements are on file in the office of the City Clerk of said City, and marked Documents numbered 75708-1/2, 77691 and 84011, filed April 22nd, 1914, June 10th, 1914, and December 19th, 1914, respectively; and,

WHEREAS, said Contractor, in compliance with the terms of said contract and said modification thereof, has commenced and pursued the execution of said contract and has dredged certain portions of San Diego Bay and has deposited the dredged material at that point on the tide lands of the Bay of San Diego marked and designated Area No. 5 on the plans attached

to said contract of March 25th, 1914, and has dredged and has deposited other dredged materials at a point on the tide lands of the Bay of San Diego immediately south of that area designated Area No. 5 on the plans attached to said contract of March 25th, 1914; and,

WHEREAS, the dredged material deposited in said Area No. 5 as above set forth and as in said contract provided, has not completely filled all space provided in said Area No. 5; and,

WHEREAS, the temporary bulkhead at the east end of the north line of Area No. 5 has been removed and the material dredged into the said Area No. 5 is allowed to run through said opening in said temporary bulkhead and find its way north of said Area No. 5 and into another area or deposit ground, being a portion of the tide lands of the Bay of San Diego hereinafter designated as Area No. 7; and,

WHEREAS, there remains at this time to be dredged certain portions of the areas contracted to be dredged under said contract of March 25th, 1914, and the modifications thereof; and,

WHEREAS, in the performance of the dredging remaining to be done under said contract of March 25th, 1914, it is the desire of the parties to said contract to eliminate Area No. 2, and to increase Area No. 2A. to approximately twice the size of said area, as shown on the plans attached to said contract of March 25th, 1914; and,

WHEREAS, it is desired to place all of the dredged material to be taken from Area No. 1 and from Area No. 2A into the deposit grounds or Areas numbered 5, 6 and 7; and,

WHEREAS, the placing of material in Areas numbered 5 and 6 entails no additional cost to the contractor, and does not increase the unit cost of dredging; and,

WHEREAS, the placing of dredged materials in Area No. 7 entails an additional expenditure by the contractor, and increases the unit cost of dredging; and,

WHEREAS, said contract of March 25th, 1914, provides that "no greater or lesser unit price than the contract rate will be paid except upon formal written agreement between the parties hereto;" and,

WHEREAS, the Common Council of said City has heretofore, on the 8th day of February, 1915, passed a certain ordinance, numbered 6034, and entitled, "An Ordinance authorizing the Superintendent of the Department of Finance, Ways And Means to contract in the open market without advertising for bids for the handling of certain dredged material from the Bay of San Diego;" and,

WHEREAS, a committee appointed by the Common Council of said City consisting of the Superintendent of the Department of Finance, Ways and Means, the Superintendent of Harbor Affairs, the Assistant Harbor Engineer, the City Engineer, and the City Attorney, has on Thursday, March 11th, 1915, reported to the Common Council of said City that the additional cost of placing said dredged material in Area No. 7 is seven and one-tenth cents (7-1/10¢) per cubic yard, and it being the desire of the parties hereto that a written agreement be entered into providing for the allowance of said increase in the unit cost of the said dredging, all in conformity with and pursuant to the terms of said contract of March 25th, 1914, and the modifications thereof, NOW, THEREFORE,

In consideration of the mutual covenants and agreements herein undertaken by the respective parties hereto, and the continuation and observance of the mutual covenants and agreements of said contract of March 25th, 1914, the parties hereto contract and agree as follows:

First,- Area No. 2 as shown and delineated upon the plans attached to that certain document, numbered 75708-1/2, filed in the office of the City Clerk April 22nd, 1914, and endorsed, "Agreement to modify plans and specifications for dredging as contained in Document No. 48515, to conform to plans and specifications contained in Document No. 74139," is hereby eliminated.

Second,- It is mutually agreed that the City shall have the right to increase Area No. 2A. as shown upon the plans attached to said Document No. 75708-1/2 to such an extent as in the opinion of the Harbor Engineer of said City may be deemed advisable.

Third,- The City shall have the right to direct the Contractor to place dredged materials in Area No. 6 to such an extent as the present impounding facilities of said Area No. 6 will allow, and at such time or times as may be permitted by the disposition of certain litigation now pending in the Superior Court of San Diego County, in the matter of the claim of title to the Jorres Wharf.

Fourth,- That the Contractor shall commence and continue to place the dredged material into Area No. 5 and into the northerly and easterly portion thereof, placing the end of its discharge pipe at such point or points in said Area No. 5 and in the northerly and easterly portion thereof as may be designated by the Engineer in charge of said Harbor improvement work; provided, always however that said Contractor shall not be required to place the end of its discharge pipe at any point or points closer than one hundred (100) feet from the easterly or northerly lines of said Area No. 5. Said Contractor shall continue to place dredged materials into said Area No. 5, and into the northerly and easterly portion thereof until such time as said Area shall be completely filled, notwithstanding the fact that the northerly end of said area may not be completely bulkheaded or enclosed.

Fifth,- That upon the completion of the work of filling Area No. 5 and Area No. 6 in the event that the completion of the work of filling Area No. 6 be undertaken prior to or immediately after the completion of the work of filling Area No. 5, said Contractor shall commence to place the dredged material in Area No. 7, and for all material which said Contractor shall place and discharge directly into Area No. 7, it shall be paid an additional unit price of seven and one-tenth cents (7-1/10¢) per cubic yard over and above and in addition to the contract price of nine and nine-tenths cents (9-9/10¢) per cubic yard provided for in said contract of March 25th, 1914; provided always, however, that said Contractor shall receive no additional price for any material which has heretofore or which shall hereafter find its way into Area No. 7 through the north end of Area No. 5. Said additional price of seven and one-tenth cents (7-1/10¢) per cubic yard applying only to such dredgings as are discharged directly into Area No. 7.

Sixth,- It is mutually agreed and understood that this agreement in no manner supersedes nor supplants said agreement of March 25th, 1914, but supplements and is an addition to said contract of March 25th, 1914, and is intended to and actually does provide for the payment of an additional unit price for dredging in a manner provided for in said contract of March 25th, 1914.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the said City of San Diego have hereunto set their hands as and for the act of said City, pursuant to a resolution duly authorizing such execution, and the said Contractor, North American Dredging Company of Nevada, has caused these presents to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, the day and year

first hereinabove written.

THE CITY OF SAN DIEGO.

By Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

North American Dredging Co. of Nevada

By C. F. Guthridge

Vice President (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT OF STIPULATION AND AGREEMENT between CITY OF SAN DIEGO, CALIFORNIA and NORTH AMERICAN DREDGING COMPANY OF NEVADA, modify contract dredge certain areas of Bay of San Diego, being Document No. 87190.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

San Diego, California, Jan. 4, 1915.

For Value received, I hereby assign all my right, title and interest in all payments due or pending or to become due on my contract with the City of San Diego, for Torrey Road paving to William Darby, of San Diego, California.

Signed & Sealed J. Frank Over.

Witness: Chas. L. Overshiner.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of ASSIGNMENT OF CONTRACT, Torrey Road, J. Frank Over to William Darby, being Document No. 84769.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, W. H. PERRY, as Principal, and PACIFIC COAST CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Three Hundred Dollars (\$300.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of April, 1915.

The condition of the above and foregoing obligation is such that whereas, the said

Principal has entered into the annexed contract with the City of San Diego to furnish all material, labor, tools, appliances, equipment, and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to supply metal doors and windows in the Isolation Hospital in the City of San Diego, all as shown upon those certain plans and specifications on file in the office of the Department of Finance, Ways and Means of said City, true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand and seal, and the said Surety has caused its corporate name to be subscribed hereto, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

W. H. Perry,

Principal

PACIFIC COAST CASUALTY COMPANY

By S. W. Grier,

Its Attorney in Fact (SEAL)

Surety

I hereby approve the form of the within Bond, this 6th day of April, 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 5th day of April, 1915.

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By E. D. Johnston,

Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 22nd day of March, 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and W. H. PERRY, of the City of San Diego, County of San Diego, State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, equipment, material, and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to supply metal doors and windows in the Isolation Hospital in the City of San Diego, as shown upon those certain plans and specifications on file in the office of the Department of Finance, Ways and Means of said City, true copy of which plans and specifications is hereto attached, marked "Exhibit A", by reference incorporated herein and made a part hereof.

Said Contractor agrees that he will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work and construction as shown upon said plans and specifications, as the same may be interpreted by the Building Inspector of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of construction, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of Ten Hundred and Thirty-nine Dollars, as follows:

All sash and frames called for under list A in hollow metal \$338.

All sash and frames called for under list B in hollow metal 392.

All doors called for under list C, in metal covered 309.

\$1039.

Said Contractor agrees to commence said work within not to exceed 20 days after the signing of this contract, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work shall be completed within 50 days from the signing of this contract.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work by the City, will pay said Contractor in warrants drawn upon the Health Fund of said City, the sum of Ten Hundred and Thirty-nine Dollars (\$1039.00). Said payments to be made as follows:

Said Building Inspector shall, upon the completion of said work, report the same to the Common Council, and upon the acceptance of said work by said Common Council seventy-five per cent (75%) of the amount of the contract price shall be paid to said Contractor, and twenty-five per cent (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

Said Contractor further agrees that he will not underlet nor assign this contract, nor any part thereof, to any one, without the consent of the Common Council of said City, in writing, having been first obtained.

Said Contractor further agrees that in the performance of the work in this contract

specified, he will fully protect all work, labor, structures and improvements now completed or in process of completion at said Isolation Hospital, and in case any damage is done to any work, structures or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, prior to the final acceptance of the work by said City, said Contractor shall repair such damage at his own cost and expense.

Further, said Contractor agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and installation specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extra-ordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any

actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Building Inspector of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of the contract, or considers any record or ruling of the Building Inspector as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Building Inspector of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract rate shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand and seal the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council

Allen H. Wright,

City Clerk

E. D. Johnston, Deputy.

W. H. Perry,

Contractor.

I hereby approve the form of the foregoing Contract, this 22 day of March, 1915.

T. B. Cosgrove

City Attorney

Isolation Hospital- Metal Doors & Windows -

All dimensions must be verified at building and all work made to conform with work now in place.

Casements are to have 3" x 3" galv. iron brass pin hinges.

Transomes " " " " " " " " " "

Doors " " " 4" x 4" " " or Brass "

" over 3'-0" wide to have 3- 4" x 4" hinges

" Mark "M" to have special heavy strap hinges.

All work to be priced UNGLAZED but with complete hardware (brass)

LIST A

All windows & sash in this list 1-3/8" thick- either hollow metal or metal over wood.

19 casements Mark S-2'-6" x 4'-6"- 2 lts hinged at side

9 " " T-2'-0" x 3'-0" " " " "

4 " " R-2'-6" x 3'-4"- 2 Vert lts " " bottom

2 " " P-3'-0" x 3'-4" " " " " "

8 Windows " X-3'-0" x 5'-6"- 2 lts double hung with weights & chains

2 " " S-D-2'-6" x 4'-6" " " " " "

2 " " T-D-2'-0" x 3'-0" " " " " "

LIST B

All in this list are to be used in 2" solid plaster walls. Dimensions are aprox. outside dimensions and may be varied to suit stock sizes.

Complete frames & sash are to be furnished in every case.

15 sash horizontal pivot 2'-8-5/8 x 4'- 2-5/8 Mark - ZZ

10 " " " 1'-10-1/4 x 2'-10-1/4" " - RR

2 windows " " 3'-8-5/8" x 6'-10-7/8" " - XX

3 sash " " 3'-8-5/8' x 5'-2-5/8" " - YY

2 Special units - see Detail " - NN

2 " " " " " - OO

Both NN & OO are to be provided with 3 1/2 x 3 1/2 butts to receive door swinging in.

Windows XX each pivoted as two separate sash.

LIST C

4 doors metal covered or hollow metal - Mark O-2'-6" x 7'-0"- 1-3/4"

2 " " " " " " " N-3'-0" x 7'-0" "

1 pr double doors " " " " " M-9'-0" x 8'-0"-2"

2 " " " " " " " L-5'-0" x 7'-0"- 1-3/4"

2 French doors " " " " " B-3'-0" x 8'-0"- " See detail

6 " " " " " " " D-3'-0" x 8'-0"- " " "

1 special door " " " " " J-4'-0" x 7'-0"- "

2 Sash doors " " " " " C-4'-0" x 7'-0"- 2"

Double doors to be rabbetted

Bidder must submit proposed details of construction with bid.

Lower rail of casements to be made thus



(BLUE PRINT ATTACHED)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND, between CITY OF SAN DIEGO, CALIFORNIA, and W. H. PERRY, sash, frames & doors in Insolation Hospital, being DOCUMENT NO. 87929.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

G R A N T

FROM THE CITY OF SAN DIEGO, CALIFORNIA, TO THE UNITED STATES OF
RIGHT TO CONSTRUCT AND MAINTAIN A PIPE LINE AND PUMP FOR FURNISH-
ING WATER TO THE NAVAL RADIO STATION ON CHOLLAS HEIGHTS.

WHEREAS, it is desirable for the United States to obtain a supply of water necessary for the use of the naval radio station reservation on Chollas Heights near San Diego; and

WHEREAS, one of the Chollas reservoirs of said water supply system is located on land belonging to said City and adjoining on the south the southerly boundary of said naval reservation:

NOW, THEREFORE, the City of San Diego, California, represented by the Mayor and the City Clerk, acting in accordance with the rights and powers vested in them by said City, does hereby grant unto the United States, represented by the Secretary of the Navy, the perpetual right to construct, install, and lay, now and in the future, and forever to maintain and use, a pipe line or lines for the conveyance of water and a conduit or conduits for the conveyance of electricity or other power, together with such pumps, pressure regulators, and other appliances and accessories whatsoever for the proper use and enjoyment of the easement hereby granted, on and over lands belonging to said City, from the present outlet pipe of the Chollas Heights Reservoir to the boundary of the said naval reservation, the location of said pipe line and accessories being approximately indicated on the blue prints filed with the City Clerk of said City, and designated "Y & D No. 63951, Sewer and Water Systems, U. S. Naval Radio Station, San Diego, California, Location Plan, Bureau of Yards and Docks, Department of the Navy, February 1915, and Document No. 87963."

The United States to use such pipe line or lines for the purpose of conveying and carrying water from the said outlet pipe, and to use such conduit or conduits for the purpose of conveying electricity or other power along said pipe line to or from the said outlet pipe, and at all reasonable times to inspect the condition of, and to mend, repair, and keep in good order, the said pipe line or lines and conduit or conduits, and at all reasonable times to repair or replace such pipes or conduits, or such pumps, pressure regulators, or other appliances and accessories whatsoever, by different and more improved methods of conveying water and electricity or other power, and for the purposes aforesaid, or any of them, at all reasonable times with surveyors, workmen, horses, carts, wagons, and other persons and things, to enter into and upon the said lands, or any part thereof, and replace or remove such materials, machinery, and other articles, and to do all such other acts and

things whatsoever as may now or in the future be necessary to secure an uninterrupted and sufficient water supply between said outlet pipe and said naval reservation.

It is understood that this right of way or easement is granted on the express condition that the United States will lay or relay said pipe line or lines and conduit or conduits, and will construct and install the necessary pumps, pressure regulators, and other appliances and accessories whatsoever, in a proper and workmanlike manner and, in so far as practicable, not to cause the surface of the land to be uneven or to impede unnecessarily traffic across the said pipe line or lines and conduit or conduits, and will forever hereafter and at all times maintain such pipe line or lines and conduit or conduits in a proper and workmanlike manner; that the water furnished the United States will be supplied at the rate and upon the conditions provided for by the order of the Railroad Commission of the State of California for the furnishing of water to consumers similarly situated and under like conditions, and in no instance shall said rates be higher than those charged, nor said conditions more onerous or different than those required of other consumers of water from said City similarly situated and under like conditions, and in case of the abandonment of said pipe line by the United States then this grant to cease, and thereupon the United States will promptly remove from said land such of its property as may be installed thereon.

IN WITNESS WHEREOF, the said City has caused this instrument to be executed by the said Mayor and City Clerk, and its corporate seal to be affixed hereto this 7th day of April, 1915.

THE CITY OF SAN DIEGO.

By Charles F. O'Neill,
Mayor

Allen H. Wright,

City Clerk.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of COPY OF R/W PERMIT for Water Pipe Line to U. S. Radio Station at Chollas Heights, being Document No. 88320.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

NOTICE OF APPROPRIATION OF WATER.

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereby claims and appropriates all the water flowing down the Road Camp Creek, also called the Matchin Canyon Creek, located in and flowing through Townships Seventeen (17) and Eighteen (18) South, Range 2 East, and Township Eighteen (18) South, Range 3 East, S. B. M., in the County of San Diego, State of California, to the extent of two hundred (200) miner's inches, measured under a four (4) inch pressure, whether above or below ground, and now flowing, or hereafter to flow, at the following point on said stream, the same being the point where this notice is posted and the point at which The City of San Diego, a municipal corporation, intends to divert, and has diverted, said water, to-wit:

At a point on the Road Camp Creek, also called Matchin Canyon Creek, about one thousand (1000) feet above the point where the San Diego County Highway crosses the Road Camp Creek, also called Matchin Canyon Creek, and being also directly adjoining the point where

said Road Camp Creek, also called Matchin Canyon Creek, passes beneath the conduit and flume known as the Dulzura Conduit, being a part of the water system of The City of San Diego, said point being located in the Northwest quarter of the Southeast quarter of Section Twelve (12), Township Eighteen (18) South, Range 2 East, S. B. M.

Said water is appropriated, claimed, intended and used for irrigation and domestic and municipal purposes.

The places where it is intended to use said water are The City of San Diego, the City of East San Diego, the City of Coronado, the Town of Encanto.

The City of San Diego, a municipal corporation, intends to divert said water by means of a dam in said Road Camp Creek, also called Matchin Canyon Creek, and by concrete flume, tunnel, open ditch, trestle and other aqueduct five (5) feet wide and four (4) feet deep, or less, and by iron, steel and wood stave pipes forty (40) inches in diameter, or less.

THE CITY OF SAN DIEGO

By Charles F. O'Neill

Mayor of said City

(SEAL) ATTEST:

Allen H. Wright,

City Clerk of said City.

STATE OF CALIFORNIA)
County of San Diego) ss

On this 30th day of April, in the year nineteen hundred and fifteen, before me, Eleanor Longfellow, a Notary Public in and for the County of San Diego, residing therein, duly commissioned and sworn, personally appeared CHARLES F. O'NEALL, Mayor of The City of San Diego, known to me to be the Mayor of The City of San Diego, and the person described in and whose name is subscribed to and who executed the above instrument, being a Notice of Appropriation of Water, and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.

Eleanor Longfellow

Notary Public in and for the County of San Diego,

(SEAL)

State of California.

Posted April 30th, 1915.

Witnesses to Posting:

James M. Lane

H. A. Whitney

RECORDED AT REQUEST OF Allen H. Wright, May 6, 1915, At 3 Min. past 10 o'clock A. M. in Book No. 4 of Appro. of Water Page 274 Et. Seq., Records of SAN DIEGO COUNTY, CALIFORNIA.

JOHN H. FERRY, County Recorder,

By W. Howard Ferry, Deputy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of NOTICE OF APPROPRIATION OF WATER, Road Camp Creek by City of San Diego, California, being Document No. 89224.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yfd Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, H. Wangenheim and A. Hochheimer, both of the City of San Francisco in the State of California, co-partners doing business under the firm name and style of California Jewell Filter Company, having its principal place of business at San Francisco, in said State, as Principals, and COMMONWEALTH BONDING & CASUALTY INS. CO. a corporation organized and existing under and by virtue of the laws of the State of Arizona as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Fifty Thousand Dollars (\$50,000.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of December, 1914.

The condition of the above obligation is such that whereas the above bounden Principals have entered into the annexed contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, material, equipment, plant and transportation, and to furnish, build, erect, construct and install the same, and to furnish and bear any and all other expense necessary or incidental in and to the performance of certain work, building and construction hereinafter specified, and to erect, construct and equip a water filtration plant and system at a point on the Water Impounding System of the City of San Diego selected by the Common Council of said City, and located in the County of San Diego, State of California, as shown upon certain plans and specifications attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

Now therefore, if the said Principals shall faithfully perform said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principals have hereunto set their hands and seals, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year in this indenture first above written.

A. Hochheimer

H. Wangenheim

Co-partners doing business under the firm name
and style of California Jewell Filter Company

Principals

COMMONWEALTH BONDING & CASUALTY INS. CO.

By Burt M. Nabors,

Attorney in fact (SEAL)

Surety.

I hereby approve the form of the within Bond, this 9th day of December, 1914.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of December, 1914.

Herbert R. Fay

O. M. Schmidt

P. J. Benbough

D. K. Adams

H. N. Manney

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders,

Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, H. Wangenheim and A. Hochheimer, both of the City of San Francisco in the State of California, co-partners doing business under the firm name and style of California Jewell Filter Company, having its principal place of business at San Francisco, in said State, as Principals, and COMMONWEALTH BONDING & CASUALTY INS. CO. a corporation organized and existing under and by virtue of the laws of the State of Arizona as Surety, are held and firmly bound unto all persons, companies, or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Thirty Thousand Dollars (\$30,000.00), good and lawful money of the United States, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 8th day of December, 1914.

The condition of the above obligation is such that whereas the above bounden Principals have entered into the annexed contract with the City of San Diego, a municipal corporation in the County of San Diego, State of California, to furnish all labor, tools, appliances, material, equipment, plant and transportation, and to furnish, build, erect, construct and install the same, and to furnish and bear any and all other expense necessary or incidental in and to the performance of certain work, building and construction hereinafter specified, and to erect, construct and equip a water filtration plant and system at a point on the Water Impounding System of the City of San Diego selected by the Common Council of said City, and located in the County of San Diego, State of California, all as shown upon certain plans and specifications attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas the aforesaid penal sum of Thirty Thousand Dollars (\$30,000.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the benefit of all persons, companies or corporations who perform labor on or furnish material to be used in the said work;

Now therefore, if the above bounden Principals fail to pay for any materials or supplies furnished for the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon of any kind, the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that said claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics or laborers employed by contractors upon state, municipal or other

public works' approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principals have hereunto set their hands and seals, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto attached by its duly authorized officers the day and year first hereinabove written.

A. Hochheimer

H. Wangenheim

Co-partners doing business under the firm name and style of California Jewell Filter Company (SEAL)
Principals.

COMMONWEALTH BONDING & CASUALTY INS. CO. (SEAL)

By Burt M. Nabors

Attorney in Fact

I hereby approve the form of the within Bond, this 9th day of December, 1914.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 9th day of December, 1914.

Herbert R. Fay,

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders,

Deputy.

C O N T R A C T.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 25th day of November, A. D. 1914, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and H. WANGENHEIM and A. HOCHHEIMER, both of the City of San Francisco in said State, co-partners doing business under the firm name and style of CALIFORNIA JEWELL FILTER COMPANY, and having its principal place of business at San Francisco, in said State, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, material, equipment, plant and transportation, and to furnish, build, erect, construct and install the same, and to furnish and bear any and all other expense necessary or incidental in and to the performance of certain work, building and construction hereinafter specified, and to erect, construct and equip a water filtration plant and system at a point on the Water Impounding System of the City of San Diego selected by the Common Council of said City, and

located in the County of San Diego, State of California, all as is more particularly and in detail shown upon those certain plans and specifications on file in the office of the City Clerk of said City; said plans having been filed on the 9th day of November, 1914, marked Document No. 82744, endorsed "Plans of Calif. Jewell Co. Water Filtration", said plans consisting of eight sheets; and all as more particularly set forth in those certain specifications filed November 9th, 1914, marked Document No. 82745, endorsed "Bid California Jewell Filter Co. on Filter Plant", said specifications consisting of thirty-four sheets; a true copy of which plans is hereto attached marked "Exhibit A", made a part hereof and by reference incorporated herein as though in this paragraph fully set forth, and a true copy of which specifications is hereto attached marked "Exhibit B", made a part hereof and by reference incorporated herein as though in this paragraph fully set forth.

Said Contractor hereby agrees that it will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work, building and construction as specified in said specifications and as shown on said plans, as the same may be interpreted by H. A. Whitney, Hydraulic Engineer of said City, unless an appeal shall be taken from the decision of said Hydraulic Engineer to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon each of such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of erecting, constructing and equipping a water filtration plant and system, and to furnish all labor, tools, appliances, material equipment, plant and transportation necessary or incidental thereto, as shown on said plans and specifications, at and for the following prices, to-wit:

Item A. To furnish and install, complete, a wash water equipment of twenty (20) filters, with the necessary pumps, valves, lines and connections necessary for the proper operation of the same, for the sum and contract price of Fifty-two Thousand Nine Hundred and Fifty-four and 75/100 Dollars, (\$52,954.75).

Item B. To furnish and install, complete, a coagulating system, including pumps, tanks, piping and all necessary auxiliaries for the proper operation of the same, for the sum and contract price of Twenty-five Hundred and Thirteen Dollars (\$2513.00).

Item C. To furnish and install, complete, an air wash system, including blowers, pumps, pipes, valves and fittings for the proper operation of the same, for the sum and contract price of thirty-three Hundred and Thirty-two Dollars (\$3332.00).

Said Contractor agrees to commence said work within not to exceed five (5) days from the service upon it by said City of written notice so to do, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work, as shown in said plans and specifications, shall be fully completed on or before 100 days from and after the service upon said Contractor by said City of written notice to commence said work. Unavoidable delays in the completion of the work herein specified arising from an act of God, an act of the public enemy, or other contingency, entirely beyond the control of the Contractor, shall not be considered in the computation of the above time allowance. It is hereby agreed and stipulated and understood by the parties hereto that time is of the essence of this contract.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by it to be performed, and the acceptance of said work and improvement by said City, will pay

said Contractor in warrants drawn upon the Water Conservation Bond Fund of the City of San Diego, all of which warrants said City agrees to cash at their face value upon presentation to the Treasurer of said City, the sum of Fifty-eight Thousand Seven Hundred Ninety-nine and 75/100 Dollars (\$58,799.75), said payments to be made as follows:

Twenty per cent (20%) of the contract price shall be paid when the old plant has been dismantled and removed to the new site. ^{price shall be paid when all the material for the new plant} An additional twenty per cent (20%) of the contract has been delivered upon the ground. An additional twenty per cent (20%) shall be paid when the new plant is one-half completed and an additional twenty per cent (20%) when the plant has been completed and accepted by the City of San Diego. The final payment, consisting of twenty per cent (20%) of the contract price shall be paid thirty-five (35) days after the date of acceptance of the plant by the City.

Said Contractor further agrees that it will not underlet nor assign this contract, nor any part thereof, to any one, without the consent in writing of the City of San Diego having been first obtained.

Said Contractor further agrees that in the performance of the work, building and construction in this contract specified, it will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the point on the City's water system where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structure or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, said Contractor shall repair such damage at its own cost and expense prior to the final acceptance of the work by the City.

Further, said Contractor hereby agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claim and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work, building and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work in this contract provided to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this

contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled "An Act Limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof", approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the City, (as determined by said City), of the remaining unused material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the City to annul the contract, nor shall any failure of the City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress during any month or series of successive months, be construed as a waiver of the right of the City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Hydraulic Engineer of said City, or such other official or officials as said City may appoint, and will be inspected by inspectors appointed by said City, who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of it to be outside the requirements of the contract, or considers any record or ruling of the Hydraulic Engineer as unfair, it shall file with the Common Council a written protest against the same within twenty days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Hydraulic Engineer of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract rate shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

Said Contractor herein agrees, covenants and undertakes to hold said City harmless from and against any and all claims or manner of claims, for patents, royalties or infringement of patents of whatsoever nature, and against all claims of patentees based upon the install-

ation, construction, completion or operation of the work, system or plant in this contract provided for.

Said Contractor further undertakes and agrees to hold said City harmless from any suit, action or proceeding begun, instituted or commenced against said City, or against said City and any other party or parties and against any and all judgments and costs entered or incurred therein, growing out of and by reason of the construction, installation, completion or operation of the work, system or plant in this contract mentioned. In the event that any proceeding shall be instituted and a restraining order issued which shall temporarily suspend either the construction, completion or operation of said work, system or plant, then and in that event the Contractor herein waives any and all claim for moneys then due under this contract, and such moneys, if any, shall remain undue and unpaid until such temporary restraining order shall have been dissolved.

In the event that a permanent restraining order or injunction shall issue preventing either the construction or completion of said work, system or plant by said Contractor, or the operation of said work, system or plant by the City, then and in that event, any moneys remaining unpaid by said City to said Contractor under the provisions of this contract, shall remain unpaid and shall revert to said City, and said Contractor hereby waives all claim or right thereto.

In the event that upon the completion and fulfillment of all the terms of this contract, and upon the acceptance of said work, system and plant by said City, and upon the payment to said Contractor by said City of all the moneys herein agreed upon to be paid, an injunction or restraining order shall be issued temporarily restraining said City from operating said plant said Contractor hereby agrees and undertakes to defend said action or proceeding wherein said temporary restraining order or injunction is issued, to engage, provide and pay the fees of attorneys and counselors at law of recognized standing and ability to represent said City in said action, and to hold said City harmless from any and all damage caused thereby, and against any and all judgments that may be entered against said City in such action.

In the event that the City or Contractor, or both said City and Contractor, shall be permanently enjoined from constructing or completing said work, system or plant, or said City or Contractor or both shall be permanently enjoined from operating said work, system or plant by the owner or owners of any patent, patents or claim of patents, then and in that instance, the Contractor herein undertakes and agrees and hereby binds itself to secure, by and within a period of thirty days, from the person, firm or corporation owning the patents upon which are based the successful suit or suits, if any, a license, release or right in favor of said City to construct, complete and operate said work, system or plant, which license, release or right will enable and allow the operation of said work, system or plant by said City without further claim, hindrance or molestation upon the part of the owner or claimant of said patents, and said Contractor, in addition, shall secure a satisfaction and release of any judgment entered against the City, or against said City and any other party or parties.

In the event that said Contractor cannot secure said license, release or right from the owners of said patents, within the time above specified, then the Contractor shall commence within a period of twenty days and shall complete within a period of sixty days the installation of such new and substituted devices, schemes, articles or equipment as shall meet the approval of the Hydraulic Engineer and the Common Council of said City, and shall

in no manner infringe upon the patents or claims of patents of any successful litigants against said City, or any other person, firm or corporation, and said Contractor shall bear the total and entire expense of supplying and installing said substituted devices, schemes, articles or equipment. In the matter of substituted devices, schemes, articles or equipment, as herein specified, the Contractor shall be subject to the same covenants and agreements with respect to affording the City protection against patents and patent rights and claims of patents as is herein undertaken with reference to the original installation, completion and operation of the work in this contract specified. And in addition to such substitution, a release and satisfaction of any and all judgments against said City, either alone or with other parties defendant, secured for violation or infringement of patent rights in the construction, completion or operation of such work, system or plant, shall be secured and delivered to said City.

Any moneys withheld under any provision of this contract concerning patents shall be paid said Contractor when said Contractor shall furnish the said City with proof that the cause or grounds upon which said money is withheld has been arranged in a manner that the City will suffer no damage therefrom.

It is hereby mutually agreed and understood that the bond given and furnished by said Contractor for the faithful performance of this contract shall be in full force and effect for such period of time and until such time as the Contractor herein shall furnish to the reasonable satisfaction of said City, proof that no loss shall be sustained by said City by reason of the cancellation of the same.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said City to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said H. Wangenheim and A. Hochheimer have hereunto set their hands and seals, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

A. Hochheimer

H. Wangenheim

Co-partners doing business under the firm name
and style of California Jewell Filter Company.

I hereby approve the form of the foregoing Contract, this 25th day of November, A. D.
1914.

T. B. Cosgrove,

City Attorney.

EXHIBIT B.

S P E C I F I C A T I O N S

F O R

PRESSURE WATER FILTRATION PLANT

of

10,000,000 U. S. gallons Daily Capacity

for

DEPARTMENT OF WATER

CITY OF SAN DIEGO.

Major H. R. Fay, Superintendent.

H. A. Whitney, Hydraulic Engineer.

Submitted by

THE CALIFORNIA JEWELL FILTER COMPANY.

822 THE MERCHANTS EXCHANGE,

SAN FRANCISCO, CALIFORNIA.

Note:

Attached hereto and made a part hereof are
our Drawings Nos. 1200-1, 1200-2, 1200-3,
1200-4, 1200-5, 1200-6, 1200-7 and 1200-8.

S P E C I F I C A T I O N S

for

PRESSURE FILTER PLANT

f o r

DEPARTMENT OF WATER, CITY OF SAN DIEGO, CALIFORNIA

AT

LOWER OTAY DAM.

GENERAL:

1. The plant hereinafter specified will consist of twenty (20) 8' diameter by 20' long steel pressure filters, complete with pipe connections, hydraulically operated valves, filter beds, strainer systems for air and water wash, marble operating tables, all immediate and battery piping, all as shown on our Drawing No. 1200-2. There shall be provided one wash water pump and one rotary blower, all complete with all their necessary motors, valves and connections. There shall be provided the coagulant Mixing and Feeding devices, including the coagulant solution tanks, all as specified in detail hereafter, with the understanding that these specifications and plans which are a part hereof are for a filter plant complete of a normal rated capacity of ten million (10,000,000) U. S. Gallons per day of 24 hours.

PLANS:

(1-A). The plans accompanying these specifications are to be considered a part hereof and are plans Nos.

1200 - 1

1200 - 2

1200-- 3

1200 - 4

1200 - 5

1200 - 6

1200 - 7

1200 - 8

WORK TO BE DONE:

(2) The work to be done consists of (a) Dismantling the filter plant consisting of ten units now located at Chollas Heights.

(b) The transportation of such parts of the plant above referred to, as may be required, to the site of the new plant at the lower Otay Dam, and

(c) The erection of a filter plant complete consisting of twenty (20) units (Ten old and Ten new) on the site at the Lower Otay Dam, together with all the necessary work of excavation, foundations, frame buildings, mechanical equipment, etc.

REMOVAL OF CHOLLAS HEIGHTS PLANT:

(3) The plant now located at Chollas Heights shall be dismantled and all such parts of both buildings and apparatus, as may be utilized in the erection of the new plant, shall be put in first class condition by a thorough cleaning, overhauling, etc. and removed to the site of the new plant at Lower Otay Dam. All such parts or material as shall not be made use of at the new plant shall be disposed of as per Document No. 81856, Page 3, Lines 11 to 15 inclusive.

NEW PLANT AT OTAY DAM.

EXCAVATION:

(4). All necessary work of excavation for the site of the new building is to be done in conformity with the detailed plans and specifications of the Department of Water, as shown on Drawing B-213-L and are to be done to the satisfaction of the Hydraulic Engineer.

BUILDING AND FOUNDATIONS:

(5). Filter house and foundations are to be built as per our Drawing No. 1200-2. The necessary excavations for the filter foundations are to be as per plans and done to the satisfaction of the Hydraulic Engineer. The concrete, comprising the foundations of filters and walls, is to be 1:2½:5 mixture. All cement used shall comply with the requirements of the Standard Specifications adopted by the American Society of testing materials. No cement, but that which has been accepted by the Hydraulic Engineer shall be used on the work. Sand and gravel shall meet the approval of the Hydraulic Engineer. Floor of filter house is to be finished up with concrete 3" thick, with finish coat ½" thick and neatly marked off as directed by the Hydraulic Engineer.

FILTER HOUSE.

GENERAL:

The building in which the plant is to be enclosed is to be of the same general type as that now over the plant at Chollas Heights, and as shown on Drawing No. 1200-2. It is understood that in the erection of the new building only such parts of the old building as have not been damaged or disfigured by dismantling may be used in the erection of the new one.

CARPENTER WORK:

All sizes as shown on plan and herein specified. All corners are to be braced with 2" x 4". Put in double headers over all openings. Studding to be doubled around all openings and at corners.

Mud sill	2" x 6"
Center Post	8" x 8"
Roof Rafters.	2" x 6" @ 32" O.C.
Studding	2" x 4" @ 24" O.C.
Plates.	2" x 4" spiked.
Second Story Beams	8" x 8"

Second Story Joists. 2" x 6" @ 16" O.C.

ROOFING:

The roof is to be sheathed solid with 1" x 6" No. 2 P. P. SiS surfaced side to be up and nailed with 8 d common nails to each rafter. Cover the roof with two layers of saturated felt roofing. The first layer of felt is to be laid with a 2" lap, mopping the joint with hot asphalt. This surface again mopped and the second layer of saturated felt with a 2" lap. This surface again mopped and a layer of two ply composition roofing, imbedded in hot asphalt, laid with horizontal joint. Contractor to furnish a five year guarantee that the roof will not leak.

OPERATING TABLE FLOOR:

This floor to be No. 1 x 4 V. 6. T&G flooring well seasoned, blind nailed at each joist and well driven up. All joints to be cut at bearings.

EXTERIOR WALLS:

The outside walls are to be covered with 1 x 12 No. 2 R O P. All joints are to be covered with $\frac{1}{2}$ x 3 battens. All boards are to be well nailed to header, studs and mud sill.

OUTSIDE FINISH:

All trim to be of clear and dry mill-dressed Redwood, unless otherwise specified. Neatly joined, all nails to be set for puttying.

DOORS:

All doors to be 1 $\frac{1}{2}$ ", 5 panel colonial stock doors. All doors to be strictly No. 1 grade of Sugar Pine. All door jambs to be 7/8" thick, with 1 $\frac{1}{2}$ " molded stops securely nailed in place. Large double doors to be framed, as shown, and sheeted with 7/8" x 4" clear Redwood or Sugar Pine sheeting, and hung upon approved forged steel hinges, and provided with suitable lock and bolts. Small door will be 2'10" x 6'10" - 1 3/8" thick, 5 panel Colonial or Oregon Pine hung with substantial hinges and provided with mortice lock and mortice bolt with rabbetted jambs 3/8" x 1 $\frac{1}{2}$ "; threshold to be of edge grain O. P.

INSIDE FINISH:

The whole of the inside finish is to be of clear and dry O. P. mill dressed and all nails to be set for puttying before painter begins work.

WINDOWS:

All windows to be of double sash type and equipped with Whitney Manufacturing Company's casement window fastenings, to the approval of the Hydraulic Engineer.

STAIRS:

Build stairs from first to operating table floor with O. P. Risers and treads with cone molding in angle of tread and riser. Support these stairs on three 2" x 12" O. P. carriages or stringers. Treads to 1 1/8" x 10". Newels to be cut from 6x6 clear O. P. champered edges.

HARDWARE:

Doors to have mortice locks, and windows suitable catch. The contractor will furnish all rough hardware including nails, pulleys, sash cord, etc. at his own cost.

PAINTING - EXTERIOR:

All exterior frames, doors and trim on exterior walls to receive three coats of white lead and linseed oil, applied so as to cover all parts in a uniform manner, and to be of uniform color when completed.

PAINTING INTERIOR:

Interior of all window sashes and frames shall be given two coats of white lead and

oil. Floor of lantern, stairway and hand rail will be smoothed to a finished surface and given one coat of approved wood filler, filler shall be dissolved in Turpentine to the consistence of cream and rubbed crosswise of the grain to leave a perfectly smooth surface and allowed to set 12 hours, and one coat of Approved Floor Varnish. All other interior wood work will be given one coat of dark green stain.

FINALLY:

The foregoing work is to be executed in a strictly first class and workmanlike manner and upon completion of the building, is to be left in a clean, whole and perfect condition.

MECHANICAL EQUIPMENT.

OLD FILTERS.

CHANGES.

1. The entire strainer system of the old filters is to be removed. Great care must be exercised in doing this, in order that none of the plates in the filter tanks will be damaged in any way whatsoever. If heat is required to remove the old concrete in the tanks, it shall be used only when permitted or directed by the Hydraulic Engineer.

NEW STRAINER SYSTEM.

2. The strainer system of each tank is to consist of a 6" central wrought iron pipe header in two sections joined at the center, as shown on Drawing No. 1200-4. In all other respects it shall conform to the specifications for the strainer system for the ten new filters as hereinafter provided.

FILTER PIPING.

Filter piping for each unit is to be as noted on Sheet No. 1200-3. Such changes from the present filter piping as may be necessary will be required.

NEW FILTERS.

GENERAL:

7. The new portion of the plant as below specified will consist of ten (10) 8' diameter x 20' long steel pressure filters of the Continental type, complete with pipe connections, hydraulically operated valves, filter beds, strainer systems for air and water wash as shown or indicated on drawing, the drawings showing in particular the arrangement of strainer systems for these filters, and as specified in detail hereinafter.

FILTER SHELLS:

8. Each filter will be (8') eight feet inside diameter and twenty (20') feet long inside from crown to crown of dished heads. The shell plates are to be 3/8" thick of "Shell" steel and the heads to be 7/16" thick, of "Flange" steel. The steel used in the construction of the tanks is to have a tensile strength of from 55,000 to 60,000 lbs. per square inch, elongation in 8", of 25% with reduction in area of 50%. The longitudinal seams to be lap jointed, double riveted, head seams to be double riveted and girth seams single riveted; the tanks to be tested and made tight under a pressure of 90 pounds per square inch before shipment. Each tank is to be provided with a 1/4" thick steel plate distributing trough with 64-1" diameter holes punches in sides of same.

PAINTING:

8A. The inside of each tank is to be given two coats of red and white lead mixed with linseed oil, the outside of tanks, piping and all connections are to be carefully cleaned and painted with two coats of approved paint after erection.

NOZZLE CASTINGS:

9. Each tank is to be provided with two cast iron saddle castings with flanges faced

for flanged pipe connections as indicated. The castings to be single riveted one on top and one on bottom of the shell at center and provided with studs for connecting piping.

MANHOLE:

10. Each tank is to be provided with a manhole 11" x 15" flanged in saddle plate, riveted to the tank sheet near the center of the shell, and to be provided with a pressed steel cover, yoke, bolt and gasket complete.

SAND HOLE:

11. The rear head of each tank is to be provided with a 10" diameter opening provided with a cast iron flanged casting: the casting to be riveted to the head and to be fitted with cast iron cover secured with steel stud bolts.

STRAINER SYSTEM.

12. The strainer system of each tank is to consist of a central 8" wrought iron pipe header in two sections joined at the center as shown on Drawing No. 1200-4. The header is to be drilled and tapped on opposite ends of its horizontal diameter for 1½" diameter wrought iron pipe laterals. The laterals to be spaced not more than 6" apart on centers and threaded at both ends, one end connected to the header, the free ends to be capped. The lateral pipes are to be drilled and tapped on top 3/8" pipe threaded holes on centers not more than 6" apart to receive the strainers. The strainers are to be the Continental type for water and air distribution, constructed of brass throughout. The strainer system when assembled in place to be embedded in concrete, surfaced with Portland cement and sand mortar, so as to leave only the upper portion of the strainers exposed.

TANK CRADLES:

13. Each filter is to be provided with three sets of cast iron cradles with tie rods as shown for the tanks to rest upon.

FILTER BEDS:

14. The filter bed for each filter is to consist of a layer of carefully selected and graded gravel 9" deep to be placed immediately over the strainers, and over the gravel, a layer of carefully screened and selected clean filter sand of a depth to be approved of by the Hydraulic Engineer.

FILTER PIPING:

15. Each filter is to be provided with an 8" influent, 8" effluent, 8" sewer, 8" wash water and 4" filtered waste connection, all fitted with flanged hydraulically operated gate valves to be controlled from its operating table. All filter piping shall be of W.I. pipe and screw fittings.

INFLUENT AND EFFLUENT MAINS:

16. There shall be provided the necessary cast iron Influent and Effluent mains all as shown more fully on Drawings Nos. 1200-2. Size of main to be as shown; the branches for influent and effluent connections to each unit to be 8".

SEWER LINE:

17. There shall be provided in addition to the 12" cast iron sewer main all ready on hand, such additional 12" vitrified clay dower pipe as may be required to complete the dower line as shown on Drawings No. 1200-2. The sewer lines are to be placed just below the floor line of the filter house and a satisfactory connection is to be made between the sewer outlet of each unit and the 8" x 12" tee provided therefor in the sewer line.

CUT OF BLOWER, FIGURE 100.

CUT OF G E MOTOR AND STARTER

AMERICAN PUMP

AIR AND WASH WATER LINES:

18. Running from the wash water pump located at the end of the building there is to be an 8" wash water line. This line is to be of W. I. screw pipe and fittings with an 8 x 8 cross at each pair of filters.

VALVES:

19. All filter operating valves to be of the Rensselaer or equal make with cast iron flanged bodies standard pattern double disc gates, fully brass mounted, and provided with brass tube cylinders or cast iron cylinders brass lined. The cylinders to be provided with cup leather pistons and 1/2" diameter tail rods for connection to the indicator mechanism of operating tables. All valve cylinders to be suitably proportioned to the size of the gates to insure positive and free operation of the valves with pressure ranging from 20 pounds per square inch to 60 pounds per square inch against the gates. The cylinder heads are to be tapped for 1/2" water supply from hydraulic cocks. All piping, valves, fittings and other portions of the work as above and elsewhere specified are to be in accordance with "standard Plans and Specifications" of the Department of Water.

WASH WATER PUMP:

20. There shall be provided and installed where indicated on Drawing No. 1200-8 one American Well Works, or equal make, single stage belt driven centrifugal pump which shall deliver a quantity of not less than 1000 gallons per minute at not less than 20% pressure, for washing each filter unit through the wash water line; supply for pump to be taken direct from main effluent line. There shall be provided and installed where shown one General Electric or equal make 3 phase, 60 cycle, 220 volt, Form K Induction Motor of sufficient size to drive the wash water pump. There shall be provided and installed in connection with the motor, one General Electric CR 2361 Alternating Current Self Starter (Compensator Type), complete, mounted upon slate panel and supported by pipe frame work. The operation of the motor and pump is to be controlled from each filter operating table by means of "Push Button" control, and is to be entirely automatic in every respect.

AIR BLOWER:

21. There shall be provided one rotary belt driven pressure blower of the P. H. F. M. Roots Co. make, or equal, as per Figure 100 herewith shown. The blower shall have a capacity of 480 cubic feet of free air per minute delivered against a pressure of 4 pounds per square inch. For operating blower there shall be furnished and installed one 16 HP G. E. or equal make, form K, induction motor, 60 cycle, 3 phase, 220 volt. There shall also be provided and installed an automatic starter and control system for the blower, identical to that to be furnished for the wash water pump, all complete as above. Motors, starters, etc. as shown on Page 15, Figure 1 and Figure 2, herewith attached.

GASOLINE ENGINE AND MECHANISM:

21 A. If it is determined later that electric current will not be available for the operation of the pump and blower, the motive power shall be derived from a gasoline engine. The operation of the wash water pump and air blower, if operated by this means, shall be controlled entirely from each operating table, and once the gasoline engine has been started, shall be automatic in every respect.

The gasoline engine with pump, blower counter shafting, belt shifting apparatus, and all necessary parts are shown on Drawing 1200-8 and on Pages 14, 16, 21 and 22 herewith attached.

The gasoline engine shall be a West Coast Gas Engine manufactured by Sterne Bros. of San Diego, California; complete with 26" x 10" driving pulley, fuel tank, buried outside the filter house, battery box and Edison battery or magneto, spark coil, switch with necessary wiring, sight feed oilers with oil cups, set of oilers and set of solid end wrenches. The 4" main exhaust pipe and the 2½" auxiliary exhaust pipe shall be carried under the floor to a point outside the filter house wall to the approval of the Hydraulic Engineer. The counter shaft shall be not less than 1-15/16" diameter of highest grade cold rolled steel, shall be supported on at least three rigid oil ring bearings mounted on plain adjustable sole plates, each bearing to be mounted on concrete piers as shown.

All pulleys on counter shaft to be of solid cast iron of the sizes shown.

The pulley on the counter shaft, which is driven by the engine, is to be secured to the shaft by key. The pulleys, which drive the wash water pump and air blower, are to be keyed to Dodge solid friction clutches of the Dodge Manufacturing Company's make, as shown in Figure 200 Page 22.

CLUTCH OPERATING DEVICE:

21 B. Each clutch is to be operated by an electro hydraulic device as shown on Sheet No. 1200-7. The device is to be rigidly constructed of steel bars, angles and plates substantially riveted or bolted together and is to be positive in action. The hydraulic cylinder is to operate under the same pressure conditions and is to be of the same type of construction as those used on the hydraulically operated filter valves. The electric control device is to be ^{of} the "Engberg" make and shall consist of two solenoids with the necessary valves, supply, discharge and waste pipes to properly operate the cylinder. The device shall be automatic and arranged for remote control.

STERNE GAS ENGINE.

DODGE CLUTCH.

ORIFICE CONTROL DEVICES:

PORCELAIN PUMP SUCTION TANKS.

BELTS AND PIPING CONNECTIONS:

21 C. All belts required are to be of the best grade of 4 ply rubber of the sizes shown on drawing.

Piping connections between the 8" wash water line, 6" air line and the 24" cast iron effluent line are to be as shown on Sheet No. 1200-8.

COAGULANT SYSTEM:

22. There shall be installed within the filter house or at a point outside the filter house, to be determined later, the coagulant system for the 20 filter units, complete in all its details.

COAGULANT PIPING AND DEVICES:

23. There shall be provided a water supply connection to the two coagulant solution tanks. The piping is to be galvanized iron throughout, with brass valves. There shall be provided at the dissolving tank a spray pipe to facilitate dissolving the sulphate of alumina. Each of the coagulant solution tanks shall be provided with a 1-1/8" drain pipe connected to bronze angle valves; from the bronze castings to the valves any pipe required shall be lead, and beyond the valves the drain pipe shall be of galvanized W.I. extending to a suitable point of discharge. The connections at the solution tanks to be bronze castings. The coagulant piping shall extend from the solution tanks to the orifice tanks hereinafter specified and from the pump suction tanks to the raw water main at a suitable point.

ORIFICE TANKS:

24. There shall be provided one "Type E" orifice tank as shown on our Drawing No. 1200-5. The tank to be of cast iron, white porcelain lined, fitted with special bronze float valve and hard rubber float. The orifice plate and gate is to be of hard rubber mounted in bronze cages secured to the bottom of the tank as shown. The orifice is to be adjusted for various rates of discharge by means of the bronze spindle encased in hard rubber and the graduated index wheel. Diagrams are to be provided showing the proper setting of the index wheel for various rates of discharge.

PUMP SUCTION TANKS:

25. There shall be provided one pump suction tank as shown on our Drawing No. 1200-5. This tank will be mounted below the orifice tank, on suitable brackets supporting the orifice tank, and will receive its supply of solution from the latter. The pump suction tank will be constructed of cast iron lined with white porcelain and fitted with hard rubber needle valve mounted on bronze seat with hard rubber float. The pump suction tank will enable the supply of the coagulant solution to the pump suction pipe and prevent the introduction of air in such pipe, the needle valves automatically regulating the rate of discharge according to the amount of solution received from the orifice tanks.

PRESSURE COAGULANT SYSTEM:

26. If in the discretion of the Hydraulic Engineer, it is deemed expedient, there shall be provided and installed, where indicated on Sheet No. 1200-5, a pressure coagulant system consisting of Venturi Meter, cast iron coagulant tanks and all the necessary devices, etc. complete for the introduction of the coagulant into the suction line of the proposed booster pump or the influent line of the filters, as may be determined.

COAGULANT:

27. There shall be provided and delivered, free of charge to the Department of Water, not less than 2000 lbs. of sulphate of Alumina, for use in the Coagulant System. The Sulphate of Alumina is to be delivered f o b filter plant, in sacks, and is to comply with specifications of the American Water Works Association governing the requirements of Sulphate of Alumina for the purpose.

OPERATING TABLES.EXTENT:

28. There shall be provided and mounted on the operating platform for each filter a marble operating table complete with hydraulic cocks, levers, indicating devices, and connections, and hydraulic piping and main for the proper control of the hydraulically operated filter valves. The tables are to be in general accordance with Drawing No. 1200-6 submitted herewith. The tables to be provided with a single door in front as shown.

CONSTRUCTION:

29. The table tops, ends and framing are to be of gray Tennessee Marble, finished smooth on all exposed surfaces, the tops are to be $1\frac{1}{4}$ " thick, ends and framing $\frac{7}{8}$ " thick. The front of each table is to be closed with a neat panelled oak door, filled, varnished and rubbed smooth. The doors and the sections of marble forming the table to be well secured with brass fastenings. The backs of the tables to be left open for ventilation.

MOUNTINGS:

30. There shall be mounted on each table valve indicator plates with indicators and rods for each filter valve, lever stop plates with cock levers and connecting rods and name plates to indicate the function of the respective cock levers. The indicator plates are to

be brass nickel plated and secured with brass screws to the table top. The lever stops are to be brass secured with brass screws under the table tops. The indicators and cock levers are to be of brass. The lever grips are to be hard rubber turned smooth and polished. The levers, indicator and heads of all screws exposed on the outside of the tables, also exposed mountings of doors are to be polished and nickel plated.

HYDRAULIC HEADERS AND INDICATOR MECHANISM:

31. There shall be mounted inside each table, properly supported and securely attached to same, a galvanized cast iron header having two openings, equal to $1\frac{1}{4}$ " diameter to which our special bronze balanced key four way hydraulic cocks are to be flange connected, one of the header openings uniting the water supply to the several cocks and the other arranged to carry off the waste. The keys of the cocks are to be coupled to the brass extension stems. All gearing of indicator mechanism to be of brass with cut teeth; sheave wheels and shafts to be of brass.

HYDRAULIC PIPING:

32. There shall be provided and set all hydraulic piping from the cocks in each table to the Hydraulically operated filter valves. The piping is to be of $1\frac{1}{2}$ " diameter galvanized iron throughout. The supply to each table is to be 1" diameter tapped from a $1\frac{1}{2}$ " diameter galvanized iron pressure supply main extending through the pipe gallery and connected to the domestic supply tank on the hill above the filter house. The discharge from the hydraulic header is to be 1" diameter arranged to connect to the filter sewer pipe.

INDICATOR CONNECTIONS:

33. The indicator connections of each filter valve to the operating table is to consist of round link tinned chain and copper wire conducted over brass sheaves and so arranged to travel in the most direct line from the valve tail rods to their respective sheave wheels within the operating table. The free ends of the indicator wires are to be provided with C. I. Counter balancing weights to maintain the connection taut.

SIGHT GLASS & PRESSURE GAUGE:

34. There shall be provided and attached to each operating table as shown, a sight glass and sample cock, for observing the condition of wash water during periods of washing. There shall also be provided a duplex pressure gauge for showing loss of head between the influent and effluent line of each unit. The scale of the gauge shall be graduated in pounds and have a range from zero to 60 lbs. pressure. All fittings to be brass nickel plated.

ELECTRIC WIRING:

35. If electric current is available, it is understood that the Department of Water will bring up to and connect on to the contractors wiring within the building 60 cycle, 3 Phase, 220 Volt, Electric Current for operating the motors above specified. It is understood that all work of wiring of motors, starters, etc. will be of first class character and only approved materials of their several kinds as required on the work be employed. First class workmanship only, in the installation of all electrical control and power circuits will be tolerated. All interior circuits are to be of New Code 1912 Double Braid Rubber Covered wire and where 220 volts or over are carried, wires are to be enclosed in approved pipe conduit and fittings. All circuits are to be suitably fused and protected by single throw knife switches, mounted on slate base.

STERILIZATION DEVICES:

36. The contractor shall furnish and connect up with the effluent line of the plant at a point after it has received the discharge from the last filter one Type "C" manually

operated Liquid Chlorine Sterilization Device manufactured by the Electro Bleaching Gas Company of such capacity that it will accurately feed chlorine into the effluent at a rate varying from 1 oz. to $1\frac{1}{4}$ lbs. per hour. The apparatus shall be complete in every detail including the absorption tower, pressure reducing gauges, hard rubber piping, check valve and chemical feed pump, etc. all as shown on Page 31. There shall be provided with the plant at least four bottles of Liquid Chlorine of 100 lbs. net weight.

SUPERINTENDENT & LABOR:

37. The contractor shall give his best attention to every detail of the work and when not present himself shall employ a competent superintendent, whose duty it shall be to see that the work is carried forward strictly as per plans and specifications and to the entire satisfaction of the Hydraulic Engineer. Only skilled laborers of their several classes shall be employed upon the work.

GUARANTEES:

38. Based upon the foregoing specifications of the plant complete, and the plans made a part hereof, and numbered 1200-1, 1200-2, 1200-3, 1200-4, 1200-5, 1200-6, 1200-7, and 1200-8, we hereby make the following guarantees;

(a) That when operated as directed by us, and at a rate not to exceed ten million G. S. gallons per day of 24 hours, the water will be practically clear, and the removal of all suspended matter will be not less than 95 per cent.

(b) That when the number of bacteria per cubic centimeter, in the unfiltered water is in excess of 3500, the reduction after filtration will be not less than 90 per cent (90%).

(c) That when the number of bacteria in the unfiltered water is less than 3500, the number of bacteria in the filtered water will be not more than 150.

(d) That there shall be no trace of alumina in the filtered water.

(e) That there shall be no disagreeable tastes or odors after filtration.

(f) That there shall be a reduction of color of at least 5 parts, on the standard scale after filtration.

Bonds to the amount of twenty (20) per cent of the contract price of the plant will be given covering these guarantees, the same to remain in full force and effect until the final tests have been run and the plant accepted by the City.

BONDS

39. MAINTENANCE.

We guarantee the plant against all defects of faulty material or poor workmanship and will give bond in the amount of ten (10) per cent of the contract price to replace any or all defects within one year's time after the acceptance of the plant by the City.

FAITHFUL PERFORMANCE:

Bond for not less than twenty-five (25) per cent of the contract price will be furnished covering our faithful performance of the work to be done under these plans and specifications.

COMPLETION OF WORK:

40. It is the intent of these specifications that the contractor shall, upon the completion of his work, have the plant in a neat, clean and finished condition. Rubbish and trash of all sorts, which may have collected during the course of the work shall be either removed or burned, and the grounds surrounding the plant left clean. The contractor shall furnish, free of charge, the services of an expert operator for the plant for a period of fifteen (15) days, after the acceptance of the plant by the city. It shall be the duties

of this operator to fully instruct the employees of the Department of Water, in charge of the plant, in the operation of the plant in all its various parts.

PAYMENTS:

41. Twenty (20) per cent of the contract price shall be paid when the old plant has been dismantled and removed to the new site. An additional twenty (20) per cent of the contract price shall be paid when all the material for the new plant has been delivered upon the ground. An additional twenty (20) per cent shall be paid when the new plant is one-half completed and an additional twenty (20) per cent when the plant has been completed and accepted by the City of San Diego. The final payment, consisting of twenty (20) per cent of the contract price shall be paid thirty-five (35) days after date of acceptance of the plant by the city.

CHANGES OR MODIFICATIONS IN PLANS:

42. Any changes or additions which may be deemed necessary by the Hydraulic Engineer from the plans and specifications, shall be made before signing the contract for the execution of the work. Such plans and specifications, after all changes have been made, are to be approved and signed by the proper authorities for the City of San Diego and by the contractor for this work.

(SEE BLUE PRINTS ATTACHED TO ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND. between CITY OF SAN DIEGO, CALIFORNIA and CALIFORNIA JEWELL FILTER COMPANY, filtration plant, being DOCUMENT NO. 83657.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, F. O. ENGSTRUM CO., a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are held and firmly bound unto all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Eleven Thousand Dollars (\$11,000.00), good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of January, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, equipment and plant, and any and all other expense necessary or incidental to the performance of certain work set forth in said contract, and to construct and erect an Administration Building, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 30th day of November, 1914, marked Document No. 83223, endorsed "Plans and Spec. for Administration Building on Municipal Pier", true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Eleven Thousand Dollars (\$11,000.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

Now therefore, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal and Surety have caused their corporate names to be subscribed and their corporate seals to be hereunto attached by their proper officers thereunto duly authorized, the day and year first hereinabove written.

F. O. ENGSTRUM CO.

(SEAL)

By F. E. Engstrum Vice Pres & Sec:
Principal

UNITED STATES FIDELITY & GUARANTY COMPANY (SEAL)

By C. W. Oesting,
Attorney-in-Fact.
Surety

I hereby approve the form of the within Bond, this 13th day of January, 1915.

T. B. Cosgrove,
City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 20th day of January, 1915.

Herbert R. Fay
O. M. Schmidt
H. N. Manney
D. K. Adams
Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk

By Hugh A. Sanders,
Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, F. O. ENGSTRUM CO., a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Ten Thousand Dollars (\$10,000.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of January .915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, equipment and plant, and any and all other expense necessary or incidental to the performance of certain work set forth in said contract, and to construct and erect an Administration Building, all as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 30th day of November, 1914, marked Document No. 83223, endorsed "Plans and Spec. for Administration Building on Municipal Pier", true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

Now therefore, if the said Principal shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused their corporate names to be subscribed hereto and their corporate seals to be hereto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

F. O. ENGSTRUM CO.

(SEAL)

By F. E. Engstrum Vice Pres. & Sec.
Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting (SEAL)

Attorney-in-Fact.

Surety.

I hereby approve the form of the within Bond, this 13th day of January, 1915.

T. B. Cosgrove,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 20th day of January, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

By Hugh A. Sanders,

Deputy.

C O N T R A C T.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 30th day of December, 1914, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and F. O. ENGSTRUM CO., a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to erect and construct an Administration Building, as shown upon those certain plans and specifications on file in the office of the City Clerk of said City, filed on the 30th day of November, 1914, marked Document No. 83223, endorsed "Plans and Spec. for Administration Building on Municipal Pier", true copy of which plans and specifications is hereto attached marked "Exhibit A", incorporated herein and made a part hereof as fully as though written out and incorporated into the body hereof.

Said Contractor hereby agrees that it will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work and construction as shown upon said plans and specifications, as the same may be interpreted by the Harbor Engineer of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of construction, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of Twenty Thousand One Hundred and Eighty-seven Dollars (\$20,187.00). Said Contractor agrees to commence said work within not to exceed ten days after the signing of this contract, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work shall be completed within one hundred twenty days from the signing of this contract.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by it to be performed, and the acceptance of said work and construction by the said City, will pay said Contractor in warrants drawn upon the Harbor Improvement Bond Fund of 1914 of said City, the sum of Twenty Thousand One Hundred and Eighty-seven Dollars (\$20,187.00). Said payments to be made as follows:

Said Harbor Engineer shall, on or before the tenth day of each month, make an estimate of the amount of work properly performed and completed, and in such condition as to be accepted by said City, during the preceding month, and on such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent (75%) of the amount estimated by said Harbor Engineer to have been done shall be paid, and twenty-five per cent (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

Said Contractor further agrees that it will not underlet nor assign this contract, nor any part thereof, to any one, without the consent of the Common Council of said City, in writing, having been first obtained.

Said Contractor further agrees that in the performance of the work in this contract spec-

ified, it will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the point where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures, or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, prior to the final acceptance of the work by said City, said Contractor shall repair such damage at its own cost and expense.

Further, said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of material men for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and construction specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractor further agrees and covenants that neither said Contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extra-ordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof, approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any

actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Harbor Engineer of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of it to be outside the requirements of the contract, or considers any record or ruling of the Harbor Engineer as unfair, it shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Harbor Engineer of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract rate shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized.

THE CITY OF SAN DIEGO.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

D. K. Adams

P. J. Benbough

Members of the Common Council.

F. O. ENGSTRUM CO.

By F. E. Engstrum Vice Pres & Sec.

(SEAL)

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

I hereby approve the form of the within contract this 30th day of December, 1914.

T. B. Cosgrove,

City Attorney.

SPECIFICATIONS of all labor and materials required for the erection and entire completion of a three story ADMINISTRATION BUILDING located on MUNICIPAL PIER #1, for the CITY OF SAN DIEGO, CALIFORNIA. All to be done in accordance with the plans, details and these specifications prepared for the same by the San Diego Architectural Association.

GENERAL CONDITIONS

NOTE: Wherever the words Owner and City occur in these specifications, they shall be understood as referring to the City of San Diego. Wherever the word Architects occur in these specifications the word will be understood as referring to the San Diego Architectural Association's authorized representatives.

CONTRACTS: The different classes of work hereinafter specified may be let as a whole to one contractor or to several different contractors at the option of the City. Each contractor shall comply with these general conditions and with all portions of the following specifications that relate in any way to his work or materials.

GENERAL DESCRIPTION: This building will be a three story office building with reinforced concrete frame and floor slabs, tile filler walls and partitions, all as more particularly shown on the plans and as described in these specifications.

WORK INCLUDED: These specifications shall include all labor and material of every description required to fully complete the different portions of work mentioned herein according to the plans, details and the specifications whether all portions of such work are specifically described or not.

DRAWINGS: The dimensions, design, arrangement and construction of this building shall be as indicated by the plans prepared by the Architects, which plans consist of all drawings necessary to illustrate and describe the work. The drawings, with such writings, notes and explanations as may be upon them are hereby made a part of these specifications. From time to time as the work progresses the Architects will provide such further drawings and details as may be necessary to explain and more fully describe the work, and in so far as these drawings do not conflict with the general drawings, the several contractors shall be bound by them.

SUPERINTENDENCE: The various portions of the work shall be constructed under the directions and to the satisfaction of the Architects or their authorized representatives.

CONTRACTOR'S SUPERVISION: Each contractor shall give his personal attention to the work included in his contract, and shall, (when any work is being done under his contract) be at all times represented by a capable foreman who shall receive and promptly execute the instructions and orders of the Architects. Any foreman or workman who may appear to be incompetent, or who shall willfully disobey or disregard the instructions of the Architects shall at the request of the Architects be discharged and not again be employed upon the work.

MATERIALS & WORKMANSHIP: When not otherwise specified all materials and workmanship shall be the best of their several kinds.

Notice is hereby given that these specifications will be strictly enforced and that all work must be exactly as shown by the plans and details, and as called for by these specifications. All work not in accordance with the plans and specifications shall be removed and made good at the expense of the Contractor executing the work.

In case it is necessary for substitute articles or materials different from those called

for, the written consent of the Architects must be obtained for each substitution before the change is made and the materials or articles so substituted shall be equal in every respect to those called for in the specifications.

Particular attention must be paid to workmanship, all work being done in a neat, skillful and workmanlike manner and exactly as shown or specified. Any work not shown or specified shall be done as directed by the Architects.

All materials rejected or condemned by the Architects shall be immediately removed from the premises and shall not be used in the work.

CUTTING: Each contractor shall pay for the cutting and fitting made necessary to accomodate his work. This cutting shall only be done under the direction of the Architects. Each contractor shall patch, repair and made good any damage done to his work by the other contractors.

Any contractor cutting, injuring or damaging the work of any other contractor will be required to pay for such damage and the repair of same. Each contractor, however, must protect his own interests in such matters as it is hereby understood and agreed that the City and the Architects assume no liability of any description until the work is accepted and the final payment made thereon.

MEASUREMENTS: Each contractor shall verify at the building all measurements and dimensions relating to his work and, in case his work connects or joins with that of other contractors, shall obtain from the various contractors the measurements necessary to make his work fit the balance of the work.

In case any discrepancies or variations from plans are discovered the Architects shall be informed and their directions as to adjustment shall be followed. Contractors doing any work in a manner different from that shown or described by the plans and specifications do so at their own risk and will be required to make good at their own expense.

TOOLS & APPARATUS: Each contractor shall supply all tools and apparatus necessary for his work and will be required to do his own hoisting and handling of materials.

PROTECTION OF WORK: Each contractor will be required to make good any damage he may cause to the wharf of adjacent warehouse. Each contractor will also be required to comply with all city ordinances and laws relating to building.

ACCESS: Each contractor shall at all times provide the Architects and their authorized representatives with safe and easy access to all parts of the work being done by them.

TIME: It is desired to complete the work included in these specifications as rapidly as possible and it is understood and hereby agreed that each contractor shall at all times supply a sufficient quantity of material and workmen to carry out his work in the most expeditious manner and shall so manage his work that he will at no time delay other contractors that may be engaged in different parts of the work. It is understood and agreed that any contractor responsible for delay either to the City or other contractors shall make good and pay all damages caused thereby.

ACCIDENT INSURANCE: Each contractor shall carry liability insurance and shall furnish the City with contingent liability insurance policies in some company approved by the City, which policies shall protect the City from any loss or damage arising from injuries or accidents that may be caused to workmen, employees of other contractors, or to the general public.

In case any accident or accidents occur which are not fully covered by the above mentioned insurance policies then the contractor responsible for same shall meet all claims arising therefrom and shall fully protect the City from any loss or damage on account thereof.

FIRE INSURANCE: All fire insurance will be taken care of by the City.

SUB-LETTING: No contractor shall sub-let any portion of his work without the written consent of the Architects.

PERMITS: The City will procure a general building permit. All other permits required by the State or City shall be secured by the contractors requiring same at their own expense.

SURVEY: The City will have the site surveyed and will have stakes or marks established which will define the limits of the building. The contractor shall work to the lines so established and shall be responsible for any deviation therefrom, and shall make good any loss or damage arising from his failure to accurately follow the proper lines.

CLEANING UP: Each contractor will be required to clean up after his work and to remove at his own expense all rubbish, waste and debris arising therefrom, and to leave his work in a clean and workmanlike condition.

BONDS: Each contractor will be required to give satisfactory surety bonds guaranteeing the faithful execution of his work. Such bonds shall be ⁱⁿ amount as set forth in the advertisement for bids.

GENERAL: Each contractor will be required to furnish all labor and materials necessary to complete his portion of the work in accordance with the plans and specifications.

PATENT RIGHTS: The City shall not be held responsible for the infringement on any patented article or appliance that the contractor may use.

DAY'S WORK: Eight hours shall constitute a day's work and a fine of Ten (\$10.00) Dollars per day per man shall be imposed on the contractor for any violation thereof.

BIDS: The City of San Diego reserves the right to reject any or all bids.

PRELIMINARY

OLD WORK: Preliminary to the construction of the new building, the east bay of the present warehouse is to be taken down. This will include the taking down of the four steel columns forming the bay, and the trusses over same, the perkins connecting with the next truss adjoining to be secured to a 6" channel which in turn is to be secured to the new building, the adjoining bay to be taken out, and delivered to the City in two Kinnear doors in good condition where designated by the City authorities. All other material taken out to become the property of the Contractors. The wall space occupied by these doors to be finished with corrugated iron to correspond with present work. The old work to be joined to the new work and properly flashed so as to make a complete whole.

PREPARATION OF PIER FLOOR: The asphalt top of the pier floor is to be stripped where columns, girders or walls rest thereon, and the concrete is to be cleaned and grouted so as to make a proper bond with the new work. All reinforcing metal of columns to be dowelled 4" into the cement slab forming the pier floor and grouted so as to make a secure and substantial job.

NOTE: This building is to be erected upon the Municipal Pier. Should there, in the judgment of the Harbor Engineer, be any reinforcing of the Pier floor or piling required, it will be taken care of by the City.

MASONRY

See the "General Conditions" at the head of these specifications which govern all classes of work and material herein specified.

WORK INCLUDED: Under this heading will be included all concrete work, all brick work, hollow tile work, and cast stone work, and all labor and materials involved or required therefore.

CONCRETE: All concrete shall be composed of sand, crushed stone and Portland Cement.

All sand used in concrete shall be clean, coarse sand which has been washed free from clay, loam or organic matter of any kind or description.

All crushed rock shall be crushed from sound durable trap or granite and shall be clean and free from stone dust, dirt and trash of every description. All crushed stone used for reinforced concrete shall include all sizes of stone coming from the crusher that will pass a one (1") inch mesh screen and be retained on a quarter ($\frac{1}{4}$ ") inch mesh screen.

All cement shall be good quality Portland Cement of a brand satisfactory to the Architects and shall be of a quality that will meet all the requirements laid down in the STANDARD SPECIFICATIONS OF CEMENT FOR REINFORCED CONCRETE as published by the AMERICAN SOCIETY FOR TESTING MATERIALS.

All cement will be tested by the City and any which is caked, partially set or in any manner falls below the requirements above specified will be rejected and shall not be used on the work. Cement to be furnished on the job in time to allow of a seven (7) day test without delaying construction. Cement kept at the building site shall be stored under cover on a platform at least 12" above the floor.

All concrete shall be machine mixed in a batch mixer. The proportions shall be as herein-after specified and shall be accurately determined by measuring the ingredients of each batch. Plenty of clean water shall be used in mixing and the concrete shall be a "sloppy mixture". A competent foreman shall at all times be in charge of the mixer and shall supervise each batch as it is mixed.

Concrete shall be wet and sloppy when placed in the forms and shall be immediately rammed and puddled to work out the air and fill all voids. Tamp carefully along the face of the forms in such a manner as will produce a smooth finish surface without gravel pockets or rough spots.

The concrete in each column, beam and slabs shall be continuously puddled as long as it is being placed and shall be placed in one operation.

All concrete shall be kept continuously wet for at least 5 days after being put in place.

CONCRETE PROPORTIONS: All reinforced concrete shall be composed of one (1) part cement, two (2) parts sand and four (4) parts crushed stone.

FORMS & CENTERING: Forms for reinforced concrete shall be substantially constructed throughout and must be absolutely true to line and level. Column forms must be banded at least every two feet. Beam forms must be heavily shored up underneath and shall be so built that the beam bottoms and shoring may be left in place after the beam sides have been removed. The forms for concrete columns, slabs and beams shall be left in place for fourteen(14) days after the concrete has been put in place.

All forms shall be wet down and thoroughly soaked immediately before any concrete is placed in them.

REINFORCED CONCRETE: Columns are to be reinforced with Kahn Cup Bars, or equal, and wrapped as shown. Where starting on pier floor the asphalt is to be removed and concrete put in shape to bond with the new work. Reinforcing bars of columns are to be dowelled into old concrete 4" as specified above.

Girders to be reinforced with Trus Con Bars, or equal. All as shown by detail drawings.

Slabs to be reinforced with Con Rib Metal, or equal, as shown. All slabs to extend out to exterior building line for support of the tile filler walls.

The engineering drawings will be supplemented by detail drawings furnished by the Trus Con people, or others, which are to be followed as supplementing and detailing the original drawings.

All reinforcing steel to be properly and accurately placed and secured. No concrete shall

be placed in any reinforced work until the reinforcing steel has been inspected and approved by the Architects.

STAIRWAYS: Stairs to be reinforced as shown by drawings, and landings where shown are to be hung with rods. Stair treads to be finished with nosing and scotia and all to be trowelled to a perfectly smooth even face and colored as directed, and made a first class job. Wall strings to stairway to be run in cement as per detail, and trowelled down to a smooth even face.

CORBELS: Provide ledges and corbels wherever necessary to carry ornamental projecting work, walls, etc. All floor slabs to extend to outside building line to carry exterior tile walls.

ANCHORS: All concrete surfaces against which brick, cast stone or terra cotta are to be laid shall be provided with anchors or ties made of #10 galvanized steel wire which shall be placed in the forms and concreted in place. The wires shall be cut in short lengths and twisted to form a loop which shall extend at least four (4") inches outside the finished concrete surface while the ends shall be at least four (4") inches inside the concrete.

CEMENT WEARING SURFACES: Thoroughly clean the rough floor slabs of second and third stories and after saturating and grouting, lay $1\frac{1}{2}$ " bed of concrete mixed as specified above and a $\frac{1}{2}$ " wearing surface composed of one part of cement to $1\frac{1}{2}$ parts of sand. On the first floor fill in on top of the present asphalt paving to a height of 5" in the same manner and finish with a $\frac{1}{2}$ " wearing surface as above specified. All this work is to be trowelled down to a smooth hard surface and blocked off and colored as directed. Concrete filling on first floor to be reinforced with chicken wire mesh as directed. Notice that toilets, corridors, and public spaces are finished with tile as specified below.

TILE WALLS: All exterior filler walls and all interior partitions are to be built of hard burned hollow terra cotta tile 4" thick for partitions; and for exterior walls of the various thicknesses shown on drawings. All tile walls shall be carefully laid up in cement mortar as specified below, and shall be well bonded. All tile shall be laid with the holes running ^{vertically} horizontally excepting about the windows or other openings where the tiles shall be laid so as to furnish a smooth surface for plastering on the reveals. All window sills in tile walls are to be laid up in brick with proper projection and prepared for plastering. Lintels to be reinforced with 3" x 4" run through same and well bedded on jambs at ends and thoroughly protected at all places from fire by tile. Also use brick where necessary for evening up courses and fillers.

BRICK WORK: All arches and piers to same will be formed with good hard burned brick. These are to be laid in the most skillful manner with a shoved joint and a full bed of mortar. All brick shall be thoroughly wet before laying. Face of brick work on all piers and arches to be corbelled out to form the shape shown for moulded work which will be run in cement. All window sills will be laid up in brick, also use brick for working out heights or fillers in tile work where necessary.

CAST STONE WORK: The four wheel guards at entrance to building and warehouse to be of cast stone as per detail.

CEMENT COMPOSITION: The ornament in front gable and pilaster terminals, together with two shields over archway are to be made of cement composition. These are to be cast true to detail, with good sharp outline. Models to be submitted for approval before casting the work. This work to be thoroughly water proofed and properly set in place and well anchored.

MOULDED WORK: All mouldings or other ornamental work not specified above will be run in cement as specified under plastering. Put backing in proper shape to receive same.

MISCELLANEOUS IRON WORK: The Mason Contractor shall build in all iron work coming in connection with his work and assist the other contractors in properly placing same.

CHASES: The Mason Contractor will be required to ascertain from the Plumber and Electrician, the number, sizes and locations of channels or chases required for their work and to leave such chases in the walls. In case of failure to do this, the Mason Contractor will be required to cut these chases in the walls.

MORTAR: All brick, tile and stone work shall be laid in lime and cement mortar mixed as follows: Lime mortar shall be made of one part of lime and not more than three parts of sand. The lime used shall be well burned, fresh lime and of a brand acceptable to the Architects. The sand shall be clean, sharp mortar sand which is free from loam, dirt or other impurities. This mortar shall be mixed and allowed to set for at least two (2) weeks before it is required for use. Immediately before using the lime mortar shall be re-worked and Portland Cement shall be added in the proportions of one (1) part cement to two (2) parts of lime mortar and the whole shall be well mixed and shall be used immediately after mixing. No mortar which has commenced to set or to which the cement has been added more than three quarters (3/4) of an hour shall be used in the work. The cement used shall be of the same brand used for concrete and shall be of equal quality.

GENERAL: This Contractor shall do everything necessary to make his work fit the work of the other contractors and shall do all cutting and patching required in his work by the other contractors on the building. Upon completion of the building do all necessary patching and repairing and turn over in perfect condition. All mason work must be first class in every respect and only the best possible workmanship will be accepted. Faulty work or work that is imperfect in workmanship will be rejected and shall be done over again at the contractor's expense.

CARPENTRY

See the "General Conditions" at the head of these specifications which govern all classes of work and materials herein specified.

WORK INCLUDED: This specification includes all rough and finished carpentry of every description required to entirely complete the building in accordance with the plans and these specifications.

FURRING AND GROUNDS: The Carpentry Contractor shall do all furring of every sort necessary to prepare for the lathing and plastering. The Carpentry Contractor shall place all grounds required to properly receive all finish of every sort and shall leave same ready for the Lathing and Plastering Contractor. All furring and grounds must be straight, level and true to line. All grounds for brick and tile walls shall be $\frac{1}{2}$ " thick.

WINDOW FRAMES: All exterior window frames shall be built of clear, edged grained Oregon Pine and shall be as shown by detail drawings. Frames shall be rabbetted together with mitered moulds with jambs housed into sills. All in the most substantial manner. All frames shall be provided and set by the Carpentry Contractor when requested by the Masonry Contractor so that there will be no delay in carrying on the work. All exterior frames shall be provided with window stops all around so that the masonry contractor can fill in securely against the frames. All frames shall be painted one heavy coat of lead and oil before being placed.

SASH: All sash shall be manufactured from strictly clear edged grained Oregon Pine kiln-dried and free from defects. Sash shall be of the thickness indicated by detail drawings

and divided as shown. Sash shall be thoroughly primed with lead and oil as soon as fitted. All sash shall be made with glued up mortise and tenon joints.

NOTE: The Carpentry Contractor shall protect all window and door frames from injury after same are set. In case of any damage to frames or other wood work, the Carpentry Contractor will make good the damage.

INTERIOR FINISH: All interior finishing material shall be strictly clear, thoroughly kiln-dried Birch. All finish shall be carefully worked in accordance with the detail drawings and shall be thoroughly sanded and smoothed before being put up. If, after being erected and before being finished, the grain raises or becomes rough, it shall be thoroughly smoothed again before being turned over to the Painter. All interior finish, when delivered to the building shall be stored in a dry place and protected from dampness and injury. Provide and erect all doors, windows, transoms, architraves, wire moulds, picture moulds, base, door, and window trim and all other finish of every description shown or called for by the plans or required. All work must be put up in the best manner and all joints neatly made, and all miters fitted close and tight. All nails shall be neatly set ready for the Painter. No hammer or tool marks of any sort shall show on the finished wood work. All rooms throughout the building shall have in addition to the door and window trim, wooden picture mould, base and chair rail. All halls, corridors, and public spaces shall have wooden wire moulds, and chair rail, in addition to door and window trim.

(Notice that base is of tile). All door frames shall be 1-3/4" thick double rabbetted as shown by details and shall have jambs housed at their heads. Door frames shall be solidly blocked and thoroughly secured into place. All corridor doors to rooms will be glazed and supplied with transom sash of the sizes shown. Transom sash to be 1-3/4" thick.

DOORS: All doors to be veneered with Birch on built up Pine cores and shall be of design and thickness shown by detail drawings. All doors shall be carefully fitted and hung so as to make as close a fit as possible. Provide sash doors where indicated.

STAIRS: Stairs will be of concrete. Railings will be of tile or iron. Provide Birch hand rail for same as shown, also 1 1/2" round hanging rail for each side of enclosed portions of stairways properly secured on metal brackets. Rail to be returned to wall at ends.

CLOSETS: All closets shall be provided with one 14" shelf and a 3/4" x 4 1/2" hook strip around entire wall space.

CABINETS;; Frame around all lighting and telephone cut out cabinets as shown or directed. These openings shall all be fitted with trim, frames and doors as specified above.

COUNTER: In the wharfinger's office and the custom house office provide counter as shown. These to be fitted with cupboards and drawers. These to be of proper size to fit stationary and one to have vertical filing spaces 10" x 17" in size. Get further details before starting this work. Top to be of Birch 1 1/4" thick. Front to be of veneered Birch panels. Provide gates. All as shown by detail drawings.

NAILING BLOCKS: The Carpenter Contractor shall provide all wooden nailing blocks and strips required for finish or other wood work coming on masonry walls and shall see that they are properly built in by the Masonry Contractor.

FLAG POLE: Provide a strictly clear Oregon Pine Flag pole of dimensions shown with square butt and tapered top. Flag pole shall be secured to the building with iron straps and bolts and hinged so that it may be lowered as shown by drawings, or directed. Flag pole to be fitted with gilded galvanized iron ball, swiveling galvanized iron block, and loose ring, and shall have halyards wrove ready for use.

GLASS: The Carpentry Contractor shall furnish and set all glass required except skylight glass which will be furnished by the Sheet Metal Contractor. All windows throughout shall be glazed with best quality polished American Plate Glass and shall be free from waves, bubbles, scratches, or other defects. All interior transom glass and glass for interior doors shall be Syenite glass.

WORK INCLUDED: Under this heading will be included all finish hardware necessary to fully complete the work.

OUTSIDE ENTRANCE DOORS: Are to be hinged with Sheridized brass plated butts $4\frac{1}{2}$ x $4\frac{1}{2}$ three to each door. Locks EA 657 protected strikes x EA 1518 $\frac{1}{2}$ PY x EA 1519 $\frac{1}{2}$ PY x EA 72030 x EA 72031. Spring and Checks #4 1911 Model.

DOORS FROM HALL TO HARBOR MASTER & WHARFINGER'S OFFICE: Sheridized brass plated butts $4\frac{1}{2}$ x $4\frac{1}{2}$ three to each door. Lock EA 657 Protected Strike x EA 1519 $\frac{1}{2}$ PY x EA 72031. Checks #3 1911 Model.

DOORS FOR WAITING ROOM AND CUSTOM OFFICE TO PASSAGE: Butts sheridized brass plated $4\frac{1}{2}$ x $4\frac{1}{2}$ three to each door. Locks EA 657 Protected Strikes x EA 1519 $\frac{1}{2}$ PY x EA 72031. Checks #3 1911 Model.

ALL DOORS TO CLOSETS: Butts sheridized brass plated $3\frac{1}{2}$ x $3\frac{1}{2}$ Locks EA 720156 $\frac{1}{2}$.

DOOR FROM HALL TO STORAGE: Butts sheridized brass plated $3\frac{1}{2}$ x $3\frac{1}{2}$ Lock EA 1344 No Stop WK x EA 1519 $\frac{1}{2}$ PY x EA 72031. Master keyed.

DOORS TO TOILETS: Butts sheridized NP $4\frac{1}{2}$ x $4\frac{1}{2}$. Push plates EA 72090 outside. Pull plates E 72087. Checks TE 3 1911 Model.

STALL DOORS IN TOILETS: Hinges 1000 $\frac{1}{2}$. Toilet bolts 156 $\frac{1}{2}$. Strikes for Marble. Hooks E 2421 on each door.

DOORS HALL TO OFFICES: Butts Sheridized brass plated $4\frac{1}{2}$ x $4\frac{1}{2}$ Locks EA 657. Protected Strike x EA 1518 $\frac{1}{2}$ PY x EA 1519 $\frac{1}{2}$ PY x EA 72031 x EA 72031. Checks #3 1911 Model.

DOORS OFFICE LAVATORY: Butts Sheridized brass plated $3\frac{1}{2}$ x $3\frac{1}{2}$ Lock EA 045 x EA 1519 $\frac{1}{2}$ PY x 047.

TRANSOMS OVER DOORS: Butts Stanley #291 F 3 x 3. Lifters EA 094 4'.

CASEMENT WINDOWS: Butts #1334 3 x 3. Fasteners #EA 2164 for single and EA 2164 $\frac{1}{2}$ for Double Casements. EA 47. Adjustors and #EA 2659 Top and Bottom bolts for double Casements.

DOUBLE HUNG WINDOWS: Fasteners EA 1830 Lifts EA 12075.

CASEMENT WINDOW TRANSOMS: Butts #1319 3 x 3. Catches 1623. Hooks #1040 10".

GATES IN OFFICES: Butts 2281 4" Chic. Spg. Butt Co. Secret Gate Latch.

COAT & HAT HOOKS: Cast iron brass plated. Door stops metal to match hardware.

All cylinder locks master keyed under one series.

CATALOGUE: The above numbers, unless otherwise indicated, are taken from the Corbin Catalogue. Other similar goods of an approved make and equal quality may be substituted with the consent of the Architects.

FITTING: All Hardware is to be fitted and then removed until the Painter is finished.

DESIGN & FINISH: All Hardware is to be old brass finish except for toilets which will be nickle-plated.

SHEET METAL WORK

WORK INCLUDED: Under this heading will be included all sheet metal work of every description necessary to complete the work.

SKYLIGHTS: Provide galvanized iron skylights as shown by drawings. To be built of 24 gauge iron, reinforced where necessary. All hips, rafters and ridge bars are to be rigid and strong.

Provide all necessary clips to secure glass allowing for expansion of frames. Provide condensation gutters at all points and carry discharge for same outside of skylights. The bases of skylights shall be of galvanized iron turned down on both sides of curbing and carried down on the outside to form the counter flashing for the roofing. Skylights to have louvre slabs as shown. All skylights shall be glazed with $\frac{1}{4}$ " ribbed wire glass which shall be furnished and put in place by the Sheet Metal Contractor.

GUTTER BOXES: Provide gutter boxes of 24 gauge galvanized iron for roof outlets where shown. These boxes are to be furnished with removable wire screen heads. Gutter boxes shall be properly connected with down spouts.

DOWN SPOUTS: Provide down spouts of the sizes shown, to be properly connected with the gutter boxes and brought down to the line of the wharf floor and finished with an elbow.

ROOFING

WORK INCLUDED: Under this heading will be included all roofing necessary to fully complete the building.

Concrete surface to be free from sharp projections and rough spots and all rubbish and foreign matter to be removed.

Concrete surface to be then coated with "J. M." Concrete coating.

Concrete surface to be then flooded with "J.M." Asphalt into which while hot imbed one run of "J.M." 4-ply Brooks Brand All Asbestos Roofing white side up. Roofing to be lapped 2".

All roofing to be extended well up on five walls, copings etc. and counter flashed with galvanized iron.

All outlet boxes to be furnished and installed by sheet metal contractor, the Roofer to make proper water tight connections with same.

All labor and material to be furnished by the H. W. Johns-Manville Company or their duly authorized agents, or of equivalent make, and guaranteed by them against leakage caused by defective material or inferior workmanship for a period of ten (10) years from date of contract..

LATHING & PLASTERING

See the "General Conditions" at the head of these specifications covering all classes of work and materials specified herein.

WORK INCLUDED: Under this heading will be included plastering of every description, exterior and interior required to entirely complete the building.

METAL LATH: Notice that plastering is done directly on Masonry surfaces. This Contractor is to furr and lath any spaces required for pipe chases, wire ducts, etc. For this work an approved metal stud is to be used, which is to be covered with 28 gauge Style A Herringbone painted lath, or equal.

PLASTER: All plaster used in this work shall be an approved brand of hard wall plaster and shall be mixed and applied in accordance with manufacturer's specifications.

CEMENT: All cement used for exterior plastering shall be Portland Cement heretofore described for concrete.

SAND: All sand shall be fine, sharp plaster sand which is clean and free from dirt, loam, or other injurious substances.

GENERAL DESCRIPTION: All plastering in toilets and below chair rail in halls, corridors, and public spaces shall be three coat work, hard finish, as hereinafter specified. All other plastering throughout the building shall be two coat work of carpet float sand finish. All interior brick, concrete, and tile surfaces shall be plastered directly on the masonry.

Notice that ceilings are not furred but all beams and under side of floor slabs forming ceiling shall be plastered as above specified. All chases carrying plumbing pipes or conduits where the same are not closed with tile, shall be lathed with metal lath on metal studs as above specified. All walls and partitions shall be plastered full height from floor to ceiling, plaster to run back of all base and trim.

PLASTERING: All toilet rooms above wainscote and space below chair rail in halls, corridors, and public spaces shall be three coat work with putty finish which shall be trowelled to a smooth hard surface. All other walls, ceilings, soffits and other interior surfaces shall be plastered two coats and finished with the float to an even, fine, sand finish, which shall be uniform in texture and free from all brush and tool marks or other imperfections.

EXTERIOR WALLS: All exterior walls and all exterior exposed tile surfaces are to be plastered two heavy coats of cement plaster, composed of one part Portland Cement 1/10 part lime and two parts of sand for first coat and three parts of sand for finish. Form neatly all window sills, reveals, angles, etc., and work up closely and neatly to all frames, wood work and masonry.

ORNAMENTAL WORK: Run all mouldings, cornices, and other ornamental work in cement, to a sharp, true outline as shown by detail drawings. Cornice to be furred out on metal brackets 12" on centers which are to be provided and placed by this contractor and are to be lathed with metal lath as specified above. All as shown by detail drawings.

WORKMANSHIP: All work must be straight, plumb and true. All plastered surfaces must be smooth and flat and all angles shall be straight and true. All moulded work to be sharp and true to detail and in general the workmanship shall be of the best quality.

GENERAL: The Plastering Contractor shall protect his work from injury and is to carefully work up to all cast stone, or other ornamental work. Do all patching and cutting required by other trades. Do all lathing and plastering of every description that may be required or necessary to properly complete the building. Remove all rubbish from the building and leave the job in a perfectly clean and workmanlike condition. The ornamental portion of front pediment, also two shields, one on either side of central arch, and ornamental terminals to front pilasters are to be of cement composition. Casts for this work are to be submitted for approval before the work is executed. All this material shall be of finish satisfactory to the Architects and shall be manufactured strictly in accordance with the details of this work. All plain surfaces shall be tool faced. All moulded work shall be clear and sharp and all work must be true to line and shall be free from lines, waves, flaws or imperfections of any sort. All stone work shall be carefully set in cement mortar and well bonded and tied to the backing. All joints shall be neatly pointed and tucked as directed by the Architects.

IRON WORK

See the "General Conditions" at the head of these specifications, which govern all classes of work and materials herein specified.

WORK INCLUDED: Under this heading will be included all structural iron (except reinforcing metal) and ornamental iron work necessary to complete the building.

GRILLES: Provide wrought iron grilles below third story window line as shown by detail drawings.

STAIR RAILING: Provide wrought iron stair railing where indicated. All to be substantially built and erected and left in shape to receive wooden hand rail.

FOLDING GATES: At the first story entrance to each stairway, two in all, provide an approved

make of folding iron gates full height of opening and so arranged that they will fold back of jamb as indicated.

STRUCTURAL IRON: The contractor is to remove the east bay of the present warehouse and secure the perlines from the next bay by means of a 6" channel which in turn will be secured to the walls of the new building. All as specified above.

WORKMANSHIP: All work shall be true and straight and in accordance with details for same. All angles shall be neatly made, joints shall fit tightly and all work shall be rigidly fastened together. All work shall be turned out in a thoroughly workmanlike manner and shall be a first class job in every respect.

STEEL ROLLING DOOR

Provide and place steel rolling door to driveway entrance of warehouse, of the size indicated. To be Kinnear #FH-20 or equal, using #4 18 gauge slats. Door to be galvanized and painted one coat by this contractor and set in place complete including all over head work that may be necessary to the proper installation of same. Door to be left in perfect working order.

This steel rolling door to be equipped with one 2' 8" x 6' 8" wicket door to be placed on the right hand side of entrance.

MARBLE & TILE WORK

See "General Conditions" at the head of these specifications which govern all classes of work and materials herein specified.

WORK INCLUDED: This specifications includes all marble and tile work as specified below.

GENERAL REQUIREMENTS: Do all work incidental to completing marble and tile work as shown. Furnish all guards, and anchors and erect and set all marble work in the best manner. All fastenings and anchors for marble work to be concealed in the joints or on the back. No screws or bolts to show on face, except the connections to toilet room partitions. All angles to be quirk mitered. All marble to be Tokeen Alaskan selected for black figuring on a white ground and is to be carefully matched.

TILE FLOORS: All corridors and toilet rooms, also public spaces in customs office and wharfinger's office are to have Mosaic Tile floors or first quality white encaustic tile of the Zanesville Ohio Mosaic Tile Company's make or equal. The spaces above mentioned to be laid with 1 $\frac{1}{4}$ " white hexagonal vitreous tile. Toilet rooms will have no border, other spaces will have border #1459-A. Toilet rooms will be finished at wall line with sanitary cove. Other spaces will be finished with 6" sanitary base with angles and stops. Tile are to be properly laid in Portland Cement mortar on top of cement floor slabs which are left 2" below finished floor line. All tile floors to be tested with straight edge so as to leave a perfectly even and true surface. All joints to be filled with Medusa white cement and the work done in a first class manner and cleaned at completion. Thoroughly clean and grout floor slabs before this work is started.

MARBLE WORK: All toilet rooms are to be wainscoted 6' high with marble. Dividing partitions to water closet stalls, together with fronts forming hanging stiles to doors, also urinal divisions are to be of marble corresponding in height with wainscoting, but clearing floor 12". Partitions and wainscoting to be 7/8" thick. Hanging stiles 1-1/8" thick. Partitions to be attached to fronts and backs by upper and lower brass lugs bolted through same. Partitions to be secured above by nickle-plated brass pipe rail having proper connections to marble and to walls and below by nickle-plated brass legs properly secured to marble and floors. Do all necessary drilling of marble to secure hardware, toilet-paper holders, soap container, etc. All to be left a substantial and first class job.

Wainscoting to be set on a sanitary tile base as specified under Tile Work. Toilet room doors have 7/8" x 4" marble trim.

THRESHOLDS: Provide marble thresholds for all doors coming in connection with tile floors. The same to be 1-1/8" thick full width of wall of partitions and beveled for the door.

FINISH: All treads and thresholds to have a dull finish. All other exposed marble surfaces to have a polished finish.

PAINTING & FINISHING

See the "General Conditions" at the head of these specifications which govern all classes of work and material herein specified.

WORK INCLUDED: This specification shall include all Painting, Finishing and other Painters' work of every description required to fully complete the building.

MATERIALS: All Painters' materials shall be delivered to the building in the original unbroken packages and be mixed immediately before using. No materials shall be other than those specified without the written consent of the Architects.

WORKMANSHIP: Carefully clean off all the wood work before applying any paint or stain.

The painter shall inspect all wood work and, if any is found not in a condition for finishing, he shall notify the Carpenter Contractor to make good the same. All wood work shall be perfectly clean, smooth and free from damage before any painting or finishing is applied.

All metal work shall be cleaned of rust or scale before being painted. The painting contractor shall employ only competent workmen and shall carefully do all parts of his work.

Finish surfaces shall be perfect and free from brush marks or imperfections. Mouldings must be well brushed to remove all superfluous paint or varnish. If the work of other contractors is injured by paint, varnish or other painting materials it shall be replaced and made good at the expense of the painting contractor. At completion the job must be turned over in first class condition.

EXTERIOR WOOD WORK: All window frames, door frames and other exterior wood work shall be given one priming coat before it is put in place. Before any further painting is done the Painting Contractor shall cover all knots with a good coat of strong shellac. Cover all sap holes and other defects in the same manner and putty up all nail holes and smooth up all rough spots. All exterior wood work (after the plastering is finished) shall receive three heavy coats of lead and oil in colors as directed by the Architects. All sash shall be primed and shall afterwards receive three heavy coats of paint as specified above.

METAL WORK: All metal work shall be primed with red lead as soon as set and then receive one heavy coat of metallic paint and two full coats of lead and oil, colored as directed.

VARNISHED WOOD WORK: All interior wood work which is of Birch is to receive one coat of Pratt and Lamberts #21 Antique Oil Stain, or equal, wiped off when partly set. The stain shall be applied so as to correct all blemishes or imperfections in the color or grain of the wood. The wood work is then to receive one coat of alcoholic and two coats of Pratt and Lamberts #38 Preservative Varnish, or equal. Lightly sand paper between coats and rub last coat to a dull finish. All varnish must be smoothly and evenly applied with the grain of the wood and shall be free from brush marks. The Painter shall avoid placing excessive amounts of varnish in the quirks and fillets of mouldings.

ENAMELLED PLASTER: All plastered walls and ceilings of toilet rooms also space below chair rail in Halls, corridors and public spaces shall be finished in enamel as follows: When the walls are thoroughly dry, they shall be cleaned and prepared for Painting, and then shall receive one coat of varnish sizing. After the sizing coat has been applied, the plaster

shall be given one coat of No Lustre finish and one coat of Duronamel, or equal.

TINTING: All other interior walls and ceilings shall be properly sized and then be given one or more coats of Alabastine, or equal, as may be necessary to cover and leave a good evenly colored surface, using two colors to a room.

EXTERIOR PLASTER: All exterior plastered walls, reveals and cement surfaces shall receive two coats of Trus Con Stone Tex, or equal.

COLORS: All colors for the above specified work shall be as directed by the Architects. The Painting Contractor shall prepare all samples they may be requested by the Architects.

GENERAL: The Painting Contractor shall do all patching and repairing necessary after the other contractors have finished and shall leave his work in a clean and perfect condition.

ELECTRIC WIRING

See the "General Conditions" at the head of these specifications which govern all classes of work and materials herein specified.

WORK INCLUDED: Under this heading will be included all electric light and telephone wiring and lighting fixtures necessary to fully complete the work.

GENERAL: These specifications are intended to cover a complete installation of concealed iron conduits, wires, switch boards, panel boxes, etc., to make the job complete in every respect. For a more detailed description of finish and construction, the Contractor is referred to the drawings and specifications.

MATERIALS & INSPECTION: All materials must be National code bearing the Underwriters' label. All materials must be installed in full compliance with the latest rules of the National Board of Fire Underwriters' and the local Ordinances of the City of San Diego and the City Inspector's certificate obtained for same.

SYSTEM: The wiring shall be arranged for the regular 220-110 volt three-wire mains two wire branch circuits whether direct or alternating current.

MAIN FEED: Main feed wires will be installed to the building by another contractor and left ready for connection near the Southwest corner of the first floor of the building. At this point the Contractor will connect to the feed and extend same to panel board located where shown and install a sheet steel cut out cabinet containing marble panel board with marble liners and equip same with three pole fusible main switch together with separate fused circuit switches for all circuits required, plus two extra circuits. Provide cartridge fuses for each circuit. At this point also arrange meter loop and meter supports ready for meter installation.

CONDUIT: The entire structure is of reinforced concrete and tile and all wiring is to be done in an approved iron conduit. Conduit to be so arranged that wires may at any time be inserted or withdrawn. Terminals, elbows, or junction boxes shall be used at all times as required. All conduits must be thoroughly secured in place and run in a neat and workmanlike manner. Wires to be pulled after plastering is completed.

OUTLETS: Leave light and base outlets as shown on drawings and listed by schedule. Also provide three outlets through exterior of building, one over front arch and one on each side elevation as directed. Lights and switches are approximately located on the drawings. The Contractor will make any adjustments required without extra cost, if verified before same are finally placed.

SWITCHES: Provide switches for all lights as shown. All switches to be of flush push pattern of an approved make. All switch plates to be mounted square with the trim and finish to match hardware of the various rooms.

RECEPTACLES: Provide wall receptacles located as shown. These are to be of the Chapman Double Door type finished to match hardware. All receptacles to be wired for not less than 50 Watts each.

LIGHTING SCHEDULE

ROOM	CEIL. OUT.	WALL OUT. RECEPT.	SW.	WATT CAP.
Facade		2	3	600
Arcade	4		2	400
Driveway	2		1	400
Harbor Master.	1	2	1	400
Toilet	1		1	60
Closet	1		1	60
Wharfinger	2	2	1	520
Waiting Rm.	1		1	400
Store	1		1	100
Ladies Toilet	1		1	60
Gents Toilet	1		1	60
Customs Officer	2	2	1	520
Halls, 2d Floor	4		2	240
8 Officers	10	10	8	2600
2 toilets	2		2	120
9 Officers	12	11	9	3060
Halls,	6		4	600
2 toilets	2		2	120
2 closets	2		2	120

LONG DISTANCE TELEPHONES: From a point outside the building to be designated later, extend a conduit sufficiently large to accomodate two sets of telephone wiring, to each office room in the building also four rooms on 1st floor 21 outlets total, located as directed for telephone wires. This conduit to be run in accordance with the instructions of the telephone companys. Wires for same are to be drawn in by the telephone companys.

INTER-COMMUNICATING PHONES: There shall be installed one (1) set of Western Electric 12 point intercommunicating telephones or equal, selective ring and selective talking. There shall be installed 2 wall phones in building as shown on plans or directed. The cable must be lead covered, special telephone cable capable of carrying 12 of the above phones and will have at least four (4) spare wires. Same to be installed in 1" conduit bushed at opening. Where branches are taken off from this cable place steel cabinet of suitable size containing terminal strips. The type of telephone system shall be what is known as "Central" energy and the energy shall be furnished by one set of 8 dry cells of approved make. This system is to connect to and to be used in warehouse building by another Contractor, and this Contractor will be responsible for the proper operation of the whole system after this extension thereto has been connected.

FINALLY: All work is to be installed in a neat and workmanlike manner and left complete and perfect.

FIXTURES: Fixtures are to be provided covering all outlets (except wall receptacles) as per schedule.

Fixtures will be of two general classes as follows:

CLASS "A": These fixtures are for use in offices and are to consist of plain spun standard

canopy at least 4 x 5 in size and stem consisting of 3/8" iron pipe, covered with 7/8" brass casing. A body consisting of plain round ball (3 piece) and 6" in diameter with plain round bottom knob, not less than 1" in diameter. Each light shall be pendant from the end of an arm made of 1/8" iron pipe, covered with 3/4" brass casing, and terminating into proper turned fitting at the outer end. This arm to be 14" in length from the center of the body ball to the center of the lamp. These fixtures are to be equipped with white glass reflector shades, diffusing type, similar to the Alba, and of size as used for 60 Watt Mazda lamps.

CLASS "B": These fixtures are for Arcades, Driveway, facades, halls, closets, toilets, etc. and are to consist of spun brass piece, at least 5" in diameter, and arranged for receiving sign receptacle and shade holder and are to be equipped with white Porcelain Steel Enamelled reflectors, similar to the Benjamin.

SCHEDULE OF FIXTURES

FACADE: Three Class "B" Fixtures with Gooseneck Arm and weather proof holder and 12" Steel Enamelled Shades.

ARCADE: Four Class "B" Fixtures with 12" Steel Enamelled Shades.

DRIVEWAY: Two Class "B" Fixtures with 12" Steel Enamelled Shades.

HARBOR MASTER'S OFFICE: One Class "A" Fixture (four light).

TOILET: One Class "B" Fixture with 10" Steel Enamelled Shade.

CLOSET: One Class "B" Fixture with 10" Steel Enamelled Shade.

WHARFINGER'S OFFICE: Two Class "A" Fixtures (Four Light).

WAITING ROOM: One Class "A" Fixture (Four Light)

STORE: One Class "A" Fixture (Two Light).

LADIES TOILET: One Class "B" Fixture with 10" Steel Enamelled Shade.

GENTS TOILET: One Class "B" Fixture with 10" Steel Enamelled Shade.

CUSTOM OFFICE: Two Class "A" Fixtures (Four Light).

HALLS 2d FLOOR: Four Class "B" Fixtures with 10" Steel Enamelled Shade.

EIGHT OFFICE 2d FLOOR: Ten Class "A" Fixtures (Two Light).

TOILETS 2d FLOOR: Two Class "B" Fixtures with 10" Steel Enamelled Shades.

NINE OFFICES 3rd FLOOR: Twelve Class "A" Fixtures (Two Light).

HALLS 3rd FLOOR: Six Class "B" Fixtures with 10" Steel Enamelled Shade.

TOILETS: 3rd FLOOR: Two Class "B" with 10" Steel Enamelled Shade.

CLOSETS: 3rd FLOOR: Two Class "B" Fixtures with 10" Steel Enamelled Shade.

All fixtures to be properly hung and connected up complete and all inspection fees paid by the contractor.

Finish to be Old Brass. No lamps are included in this Contract.

PLUMBING & HEATING

FIXTURES: Furnish and set with all usual and necessary traps, vents, and connections, the following fixtures, located as shown. Fixtures are to be supplied with cold water only.

CLOSET COMBINATIONS:-

10 Tay Company's T-141 $\frac{1}{2}$ Vitreousware lip front and cut back rim, rear inlet wall closets; with White Sanito open front and back "Sit-Rite" Seats; N. P. R-210 Double Wall bumper. N. P. heavy brass reinforced T-205 hinges, Style "S" Republic Oil Regulated flushing valve (Brooks Patent) concealed behind partition, operated by a lever handle with shut off stop. Republic extra heavy iron combination wall closet hanger and soil pipe support; Bolts, Nuts, & Washers complete.

LAVATORIES:-

16 TAY Company's #1404 18 x 24 Porcelain Enamelled Iron lavatories with T-125 Self-closing, heavy pattern N. P. supplies with Peck Bros. #21 wheel handle stops N. P. heavy cast brass trap with C/O Plug.

URINALS:*

2 TAY Company's #16 Vitro-ware, flat back Syphon Jet urinals with extended lip, operated by one automatic enamelled iron tank; flush pipes, bolts, nuts and washers.

1 Tay Company's #16 Vitro-ware flat back, Syphon Jet urinal with extended lip; operated by one (1) automatic enamelled iron tank; flush pipes, bolts, nuts and washers.

SLOP SINKS:-

3 Tay Company's #14 16 x 24 Porcelain enamelled iron slop on trap standard with C/O plug, 2" hub and N. P. strainer fitted with #98 sink bibbs complete.

NOTE: Other fixtures of an approved make and similar character and equal quality may be substituted with the consent of the Architects.

SEWER: Connect fixtures through a 4" cast iron waste into bay at a point designated by the Plumbing Inspector.

HEATING: In each office room where shown furnish and set complete a Wheelock Gas Steam radiator of the sizes indicated on drawings. Radiators to be bronzed and left complete and in perfect working order.

GAS: Supply gas through proper sized piping to each radiator, and leave meter outlet and connections for main at a point to be designated later. All gas outlets to have shut off cocks before supplying radiators.

ROUGH WORK: All roughing in is to be neatly and accurately done and all is to be properly blocked, hung and tested before lathing is started.

NOTE: The building is to be of reinforced concrete and the Plumber is to locate openings in all walls and floors that are necessary for the completion of his work and see that the same is arranged for as the work progresses.

CERTIFICATE: All work is to comply with the requirements of the Board of Health and the Plumbing Inspector's certificate obtained for the same.

GUARANTY: All the work and materials are to be guaranteed and kept in repair free of cost to the City (accidental or malicious breakage excepted) for a period of one (1) year from date of completion and a bond of \$250.00 approved by the City Attorney to be executed by the Contractor in favor of the City to cover the same.

(BLUE PRINTS ATTACHED TO ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA, and F. O. ENGSTRUM COMPANY, Administration Building on Pier, being Document No. 84411.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, C. H. JULIAN, of the City of San Diego, California, as Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San

Diego, State of California, in the sum of Six Hundred Dollars (\$600.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of March, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials and all labor, tools, appliances, transportation, equipment and plant, and any and all other expense necessary or incidental to the performance of certain work set forth in said contract, and to install certain plumbing in the Isolation Hospital in the City of San Diego, as shown upon those certain plans and specifications on file in the office of the Department of Finance, Ways and Means of said City, true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

Now therefore, if the said Principal shall faithfully perform said contract, then the above obligation to be void, otherwise to be in full force and effect.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and said Surety has caused these presents to be executed and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

C. H. Julian,

Principal

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting,

Attorney in Fact (SEAL)

Surety

I hereby approve the form of the within Bond, this 10th day of March, 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of March, 1915.

Herbert R. Fay

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, that we, C. H. JULIAN, of the City of San Diego, State of California, as Principal, and UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract

hereinafter mentioned, in the sum of Twelve Hundred Dollars (\$1200.00), good and lawful money of the United States, for the payment of which well and truly to be made we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of March, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation, equipment and plant, and any and all other expense necessary or incidental to the performance of certain work set forth in said contract, and to install certain plumbing in the Isolation Hospital in the City of San Diego, as shown upon those certain plans and specifications on file in the office of the Department of Finance, Ways and Means of said City, true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Twelve Hundred Dollars (\$1200.00), being not less than one half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

Now therefore, if the above bounden Principal fails to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897, and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principal has hereunto set his hand, and the said Surety has caused these presents to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

C. H. Julian,

Principal.

UNITED STATES FIDELITY & GUARANTY COMPANY

By: C. W. Oesting,

Attorney in Fact.

Surety. (SEAL)

I hereby approve the form of the within Bond, this 10th day of March, 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 10th day of March, 1915.

Herbert R. Fay,

P. J. Benbough.

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 8th day of March, A. D. 1915, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter designated as the City, and C. H. JULIAN of the City of San Diego, State of California, party of the second part, hereinafter designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to install certain plumbing in the Isolation Hospital in the City of San Diego, as shown upon those certain plans and specifications on file in the office of the Department of Finance, Ways and Means of said City, true copy of which plans and specifications is hereto attached marked "Exhibit A", incorporated herein and made a part hereof as fully as though written out and incorporated into the body hereof.

Said Contractor hereby agrees that he will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work and installation as shown upon said plans and specifications, as the same may be interpreted by the Building Inspector of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractor agrees to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractor agrees to do and perform all of the said work of installation, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of Two Thousand and Eighty Dollars (\$2080.00). Said Contractor agrees to commence said work within not to exceed 5 days after the signing of this contract, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work shall be completed within 50 days from the signing of this contract.

Said City, in consideration of the faithful performance by said Contractor of each, every and all of the agreements and covenants on the part of said Contractor undertaken by him to be performed, and the acceptance of said work and installation by the said City, will pay said Contractor, in warrants drawn upon the Health Fund of said City, the sum of Two Thousand and Eighty Dollars (\$2080.00). Said payments to be made as follows:

Said Building Inspector shall, on or before the tenth day of each month, make an estimate of the amount of work properly performed and completed, and in such condition as to be accepted by said City, during the preceding month, and on such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent (75%) of the amount estimated by said Building Inspector to have been done shall be paid, and twenty-five per cent (25%) of the whole estimate and of all the work so performed shall remain unpaid until

the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractor.

Said Contractor further agrees that he will not underlet nor assign this contract, nor any part thereof, to any one, without the consent of the Common Council of said City, in writing, having been first obtained.

Said Contractor further agrees that in the performance of the work in this contract specified, he will fully protect all work, labor, structures and improvements now completed or in process of completion, located and situated near or adjacent to the place where the work shall be performed under the terms of this contract, and in case any damage is done to any work, structures or improvements by reason of the negligence or carelessness of said Contractor in the performance of the obligations of this contract, prior to the final acceptance of the work by said City, said Contractor shall repair such damage at his own cost and expense.

Further, said Contractor hereby agrees to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractor further agrees to furnish said City of San Diego with a certificate of the insurance carrier with whom said Contractor is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and installation specified in this contract, and insuring said Contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractor further agrees and covenants that neither said Contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic, upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractor, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforce-

ment, thereof, "approved March 10th, 1903.

Said Contractor further agrees that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractor, to put on such additional labor or equipment, or to purchase such material and equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractor with the value to the said City (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractor. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractor fails to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph, or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Building Inspector of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractor considers any work required of him to be outside the requirements of the contract, or considers any record or ruling of the Building Inspector as unfair, he shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Building Inspector of said City may be deemed necessary or expedient to carry out the intent of the contract; provided always, however, that no increase in price over the contract rate shall be paid to the Contractor on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractor unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractor has hereunto set his hand and seal, the day and year first hereinabove written.

D. K. Adams

O. M. Schmidt

H. N. Manney

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

C. H. Julian,
Contractor.

I hereby approve the form of the foregoing contract this 8th day of March, 1915.

T. B. Cosgrove,
City Attorney.

SPECIFICATIONS for Labor and Material for Installation of a PLUMBING SYSTEM in the City Isolation Hospital to be erected on portions of Pueblo Lots 356 & 1100 of the City of San Diego.

PLUMBING SPECIFICATIONS.

DEFINITIONS.

Plumber as used in these specifications shall mean the contractor who engages to perform the work and supply the material described in these specifications.

Superintendent shall mean the Building Inspector of the City of San Diego or his authorized representative.

City as used in these specifications shall mean the City of San Diego.

GENERAL CONDITIONS.

Plumber shall furnish all labor and material necessary to install a complete and finished plumbing system, including everything necessary to put such a system in first class working order excepting as hereinafter mentioned.

Cess pool will be built by City but plumber must carry soil pipe to cess pool and finish end of pipe with bend pointed downward in cess pool, bottom of this bend to reach within three feet of bottom of cess pool.

Cess pool will be located about thirty-five feet from building.

All fixtures must be supplied with cut offs. All exposed pipes connecting fixtures with main water and waste pipes must be Nickel Plated.

Practically all work will be run exposed and must be done in a neat and workmanlike manner subject to acceptance by Superintendent. Particular attention will be paid to neat suspension of all pipes.

HOT WATER.

All fixtures excepting toilets are to be supplied with hot water.

Hot water to be piped in such a way as to circulate at all times. No dead ends to be left.

A 400 gallon hot water tank to be furnished and installed by plumber in Boiler Room properly connected to hot water pipes and heater.

A tank heater equal in size and quality to J. L. Mott Iron Works #72 Sunray Tank Heater to be furnished and installed by Plumber. Heater must have grate at least 19 inches in diameter. Heater to be installed in proper manner to receive a Fess Burner. This Burner will be supplied and installed by the City and plumber will not figure any expense in connection therewith except to set heater in proper shape to receive burner.

Proper location of heater to be determined by Superintendent.

Relief valve to be installed by plumber at heater, this valve to be set at 70# and to

be at least 2 inches in diameter.

WATER PIPING.

All water pipes to be galvanized and no pipe to be less than one-half inch in diameter, pipe size.

All connections to toilets where flushing valves are used to be 2 inch pipe.

One inch supply for boiler to be carried down to Boiler Room, for steam boiler, and to be terminated with a one inch globe valve.

Heater and tank to stand a test pressure of 150 lbs. and to be guaranteed for a working pressure of 75 lbs. per square inch.

FIXTURES.

Toilets listed as Toilet Class A shall be Tay Co. "Dependo - Vitroware", lip front and out back rim rear inlet wall closet. Birch mahogany "Stay Rite" seat fitted with Republic "oil regulated" flushing valve operated with N. P. lever through wall. Bowl of toilet to be supported independent of wall and to be carried on Republic heavy iron combination wall closet hanger. This toilet to be same as those installed in Comfort Station at Plaza with exception of seat.

These closets must be put up in such a way that the vents will brace the bowls properly as shown by sketch attached to specifications.

Class B toilets shall be those listed in Western Metal Supply Co's list as Plate W 310 Mahogany finish seat.

Lavatories - Class A are to be "Grassmere" listed on page 35 of Great Western Pottery Co's list, but with knee operated valve and plug and chain waste.

Class B lavatories are to be same as Class A excepting quickpression china index handle faucets and plug and chain waste are to be used.

Baths - Class A baths are to be 5 foot first class tubs with Quickpression bath cock with china index handles, plug and chain waste. Supplies are to be brought through the wall over the tub and faucet mounted above the tub. Tubs are to be supplied with shower head connected to hot and cold water controlled with N. P. valves with china index handles. Shower to be permanently mounted and connected but pipes may be run exposed, but all exposed pipes must be heavy brass N. P. of regular iron pipe size. Brass tubing will not be acceptable.

Showers to be like plate P 2928 Standard Catalog.

Class B baths to be same as Class A but without shower.

Slop Sinks - To be 20 x 24 flat rim provided with knee operated valve, chain and plug waste.

Sinks in Diet Kitchen to be 22 x 36 Enameled iron one piece roll rim with 12 inch back all in one piece.

Quickpression china index handle faucets.

Vegetable Sink to be 20 x 30 with flat rim and twelve inch back separate, same trim as diet kitchen sinks.

Dish washing Sink will be supplied by City but plumber must make necessary connections and finish and install waste and faucets the same as on other sinks.

Where Knee Valves are specified on any fixture, an N. P. knee action supply valve with N. P. goose neck pattern faucet with removable Rose Spray, the same as Plate 2393 B Standard Catalogue, is to be installed, one valve only to be used for both hot and cold water.

SUMP in Boiler Room will be built by City but Plumber must install a 2 inch cast iron drain properly trapped from this sump to soil pipe line.

FIRE LINES

A two inch water pipe is to be run to basement, first floor and roof and supplied with $1\frac{1}{2}$ inch N. P. gate valve and 75 feet of approved Underwriters' Fire Hose at each of these three outlets.

Hose to be complete with proper nozzle. Connection to be located at central point of building in corridor.

Proper racks as specified by Underwriters to be provided for hose at each connection.

MAIN WATER SUPPLY.

Plumber is to carry this pipe to a point near old building where tank is being put up and connect into pipe from tank at ground level under tank.

INSPECTION.

All work to be subject to regular City Inspection and final approval by Superintendent.

Plumber to provide necessary permits.

SCHEDULE OF FIXTURES.

Doctor's Room on Roof.

- 1 - Class B Lavatory.
- 1 - Class A Bath 5' 6" long.
- 1 - Class B Toilet.

Head Nurse's Bath Room.

- 1 - Class A Bath
- 1 - Class B Toilet
- 1 - Corner Lavatory "Kohler" Plate K 672 H with china index handles, Quickpression faucets, chain and plug waste.

Doctor's Office.

- 1 - 18 x 24 sink one piece roll rim Enamel iron sink 12" back Quickpression china index handle faucets.

Ward No. 1.

- 1 - Class B Bath.
- 1 - Class A Toilet.
- 1 - Class A Lavatory.

Kitchen No. 1 (Diet Kitchen)

- 1 Sink as specified for diet kitchens.

Kitchen No. 2. (Diet Kitchen)

- 1 Sink as specified for diet kitchens.

Ward No. 2.

- 1 - Class B Bath.
- 1 - Class A Toilet.
- 1 - Class A Lavatory.

Nurses Bed Room.

- 1 - Corner Lavatory same as specified for Head Nurse's Bath Room.
- 1 - Class B Toilet.
- 1 - Class B Bath.

Ward No. 3.

- 1 - Class A Toilet.
- 1 - Class A Lavatory.
- 1 - Class A Bath.

Ward No. 4.

- 1 - Class A Toilet.
- 1 - Class A Lavatory.
- 1 - Slop Sink.

Ward No. 5.

- 1 - Class A Toilet.
- 1 - Class A Lavatory.
- 1 - Slop Sink.

Ward No. 6.

- 1 - Class A Toilet.
- 1 - Class A Lavatory.
- 1 - Class A Bath.

North Corridor.

- 1 - Slop Sink.
- 1 - Class A Lavatory.

South Corridor.

- 1 - Slop Sink.
- 1 - Class A Lavatory.

Orderlies Bath.

- 1 - Class B Bath.
- 1 - Class B Lavatory.
- 1 - Class B Toilet.

Chef's Bath.

- 1 - Class B Bath.
- 1 - Lavatory same as in Head Nurse's Bath Room.
- 1 - Class B Toilet.

Kitchen.

- 1 - Vegetable Sink.
- 1 - Dish Washing Sink (fittings as specified).

Laundry.

- 1 - Lavatory "Kohler" Plate K 332 - 18 x 24 in. with Quick-pressure china index handle faucets.
- 1 - Class B Toilet.

SUMP IN LAUNDRY.

This sump to be connected up in same way as specified for sump in Boiler Room.

NOTE.

Ward No. 7 and Ward No. 8 are outlined only as future work and no roughing or plumbing of any description is to be done here, but Ys or Ts must be placed in soil waste and water pipes to provide for future connection.

BIDS.

Figures are wanted in several ways. If any deviation from specifications is to be made or any other material used other than that expressly mentioned in these specifications, Plumber must state all such deviations or expected substitutions of material.

Bid A. This price to include everything as listed in these specifications and shown on plans.

Bid B. This price to include everything as listed except that Plate W 310 (Western Metal Supply Co's Cat.) toilets are to be substituted in place of toilets with flushing valves as listed in these specifications.

Time is a very important element in this work and all possible means must be taken not

to delay completion of building in any way.

Roughing in must be started at once after contract is signed and all material necessary for finishing must be on the job within 30 days after contract is signed.

If the Plumber fails at any time to provide sufficient labor or material, after having been given 48 hours notice in writing, to push the work with proper speed the City may provide the materials or labor necessary to properly complete the work and charge the cost to the Plumber.

All of this plumbing work to be installed as shown on plans for "City Isolation Hospital".

All material specified is to be of first class quality guaranteed material.

Plumber must give a bond to City guaranteeing all material and workmanship for a period of one year.

(SEE BLUE PRINTS ATTACHED TO ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT AND BOND between CITY OF SAN DIEGO, CALIFORNIA and C. H. JULIAN, Plumbing at Isolation Hospital, being Document No. 86964.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, GUSTAV BRELIN AND J. H. WALKER, co-partners doing business under the firm name and style of Brelin and Walker, as Principals, and American Surety Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Seven Hundred and Fifty Dollars (\$750.00), lawful money of the United States of America, to be paid to said City of San Diego, for the payment of which well and truly to be made we hereby bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of March, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principals have entered into the annexed contract with the City of San Diego to furnish all material, labor, tools, appliances, equipment, and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to do all exterior and interior plastering of the Isolation Hospital in the City of San Diego, all as shown upon those certain plans and specifications on file in the office of the Department of Finance, Ways and Means of said City, true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

Now therefore, if the said Principals shall faithfully perform the said contract, then the above obligation to be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principals have hereunto set their hands and seals, and the said Surety has caused its corporate name to be subscribed hereto, and its corporate

seal to be hereunto affixed, the day and year first hereinabove written.

J. H. Walker

Gustav Brelin

Principals

AMERICAN SURETY COMPANY OF NEW YORK.

By J. C. Sexton

Resident Vice-President

By Attest Herbert N. Neale,

Resident Assistant Secy.

(SEAL)

I hereby approve the form of the within Bond, this 24th day of March, 1915.

T. B. Cosgrove

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 24th day of March, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

Members of the Common Council.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By Hugh A. Sanders, Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, GUSTAV BRELIN and J. H. WALKER, co-partners doing business under the firm name and style of Brelin and Walker, as Principals, and American Surety Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto all persons, companies or corporations who perform labor or furnish materials to be used in the work to be performed under and by virtue of the contract hereinafter mentioned, in the sum of Fifteen Hundred Dollars (\$1500.00) good and lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of March, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principals have entered into the annexed contract with the City of San Diego to furnish all material, labor, tools, appliances, equipment and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to do all exterior and interior plastering of the Isolation Hospital in the City of San Diego, all as shown upon those certain plans and specifications on file in the office of the Department of Finance, Ways and Means of said City, true copy of which is attached to said contract and made a part thereof, as in said contract provided, and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Fifteen Hundred Dollars (\$1500.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

Now therefore, if the above bounden Principals fail to pay for any materials or supplies furnished in the performance of the work contracted to be done by the terms of said contract, or for any work or labor done thereon, of any kind, that the said Surety will pay the same in an amount not exceeding the sum specified in this bond; provided, that such claim shall be filed as required by that Act of the Legislature of the State of California, entitled, "An Act to amend an act entitled, 'An Act to secure the payment of the claims of materialmen, mechanics, or laborers employed by contractors upon state, municipal or other public work', approved March 27, 1897", and approved May 1, 1911.

IN WITNESS WHEREOF, the said Principals have hereunto set their hands and seals, and the said Surety has caused its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

J. H. Walker

Gustav Brelin

Principals

AMERICAN SURETY COMPANY OF NEW YORK

(SEAL)

By J. C. Sexton

Resident Vice-President

Attest: By Herbert N. Neale,

Resident Assistant Secy.

I hereby approve the form of the within Bond, this 24th day of March, 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego, California, this 24th day of March, 1915.

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

By Hugh A. Sanders,

Deputy.

C O N T R A C T.

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 22nd day of March, 1915, by and between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, hereinafter sometimes designated as the City, and GUSTAV BRELIN and J. H. WALKER,

co-partners doing business under the firm name and style of Brélin and Walker, parties of the second part, and hereinafter sometimes designated as the Contractors, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractors by said City in manner and form as hereinafter provided, said Contractors hereby covenant and agree to and with said City to furnish all material, labor, tools, appliances, equipment, and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to do all exterior and interior plastering of the Isolation Hospital in the City of San Diego, as shown upon those certain plans and specifications on file in the office of the Department of Finance, Ways and Means of said City, true copy of which plans and specifications is hereto attached, marked "Exhibit A", by reference incorporated herein and made a part hereof.

Said Contractors agree that they will be bound by each and every part of said plans and specifications, and do and cause to be done all of said work as shown upon said plans and specifications, as the same may be interpreted by the Building Inspector of said City, unless an appeal shall be taken to the Common Council of said City, in which case said Contractors agree to be bound by the interpretation placed upon such plans and specifications by said Common Council.

Said Contractors agree to do and perform all of the said work of plastering, and to furnish all labor, materials and equipment necessary or incidental thereto, as shown on said plans and specifications, at and for the price of Twenty-eight Hundred and Fifty Dollars (\$2850.00). Said Contractors agree to commence said work within not to exceed 20 days after the signing of this contract, and to prosecute the same diligently and with a sufficient force of men and equipment so that said work shall be completed within 90 days from the signing of this contract.

Said City, in consideration of the faithful performance by said Contractors of each, every and all of the agreements and covenants on the part of said Contractors undertaken by them to be performed, and the acceptance of said work and plastering by the City, will pay said Contractors, in warrants drawn upon the Health Fund of said City, the sum of Twenty-eight Hundred and Fifty Dollars (\$2850.00). Said payments to be made as follows:

Said Building Inspector shall, on or before the tenth day of each month, make an estimate of the amount of work properly performed and completed, and in such condition as to be accepted by said City, during the preceding month, and on such estimate being made and reported to the Auditing Committee of said City, seventy-five per cent (75%) of the amount estimated by said Building Inspector to have been done shall be paid, and twenty-five per cent (25%) of the whole estimate and of all the work so performed, shall remain unpaid until the expiration of thirty-five days from and after the completion of said contract and the acceptance of the work thereunder by said City, when, on proof to said City that the contract has been fully performed and all charges for labor and material have been paid, any balance remaining shall be paid to said Contractors.

Said Contractors further agree that they will not underlet nor assign this contract, nor any part thereof, to any one, without the consent in writing of the Common Council of said City having been first obtained.

Said Contractors further agree that in the performance of the work in this contract

specified, they will fully protect all work, labor, structures and improvements now completed or in process of completion at said Isolation Hospital, and in case any damage is done to any work, structures or improvements by reason of the negligence or carelessness of said Contractors in the performance of the obligations of this contract, prior to the final acceptance of the work by the City, said Contractors shall repair such damage at their own cost and expense.

Further, said Contractors agree to save said City of San Diego harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at their own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914.

Said Contractors further agree to furnish said City of San Diego with a certificate of the insurance carrier with whom said Contractors are carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work and installation specified in this contract, and insuring said Contractors against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of the State of California, in force January 1st, 1914. Said certificate of the insurance carrier to bear the date of expiration of said policy.

Said Contractors further agree and covenant that neither said Contractors, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided by this contract to be done, shall require or permit such laborer, workman or mechanic to labor more than eight hours during any one calendar day, except in case of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said Contractors shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by said Contractors, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day upon which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of that Act of the Legislature of the State of California, entitled, "An Act limiting the hours of service of laborers, workmen and mechanics employed upon the public works of, or work done for, the State of California, or of or for any political subdivision thereof, imposing penalties for the violation of the provisions of said act, and providing for the enforcement thereof," approved March 10th, 1903.

Said Contractors further agree that the compensation to be paid for labor upon or work performed under this contract shall be not less than Two Dollars (\$2.00) per day.

If, at any time after the date fixed for beginning work upon this contract, it shall be found that operations are not being carried on at the prescribed rate, or at a rate sufficient, in the opinion of the Common Council of said City, to secure completion within the contract time, the City shall have the power, after ten days' notice in writing to the Contractors, to put on such additional labor or equipment, or to purchase such material and

equipment as may be necessary to put the work in a proper state of advancement, and any actual final excess cost thereof to the City of San Diego, over what the work would have cost at the contract rate, after crediting the Contractors with the value to the said City (as determined by said Common Council) of the remaining unused portion of the material so purchased, shall be deducted from any sums due or to become due to the Contractors. The right is reserved to the said City to assume the capacity of the plant and force actually on the work at any time as a measure of probable progress thereafter. The provisions of this paragraph, however, shall not be construed to affect the right of the said City to annul the contract, nor shall the failure of said City to take action under this paragraph, or to annul the contract in case the Contractors fail to make the specified rate of progress, be construed as a waiver of the right of the said City to take further action under this paragraph or to later annul the contract.

The work shall be conducted under the general direction of the Common Council of said City, and under the immediate supervision of the Building Inspector of said City, or such other official or officials as said Common Council may appoint, and will be inspected by inspectors appointed by said Common Council who will enforce strict compliance with the terms of this contract.

If the Contractors consider any work required of them to be outside the requirements of the contract, or consider any record or ruling of the Building Inspector as unfair, they shall file with the Common Council a written protest against the same within ten days thereafter, or be considered to have accepted the record or ruling.

The right is reserved to make such changes in the plans and specifications and in the execution of the work to be done under the plans and specifications, as in the judgment of the Building Inspector of said City may be deemed necessary or expedient to carry out the intent of the contract; provided, always, however, that no increase in price over the contract rate shall be paid to the Contractors on account of such change or changes, unless prior to making such change or changes a formal written agreement between the parties hereto has been executed providing for such increase in price and the manner of determining the same.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of the City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price; also that no extra work shall be done by said Contractors unless authorized and directed in writing by said Common Council to that effect.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Common Council of said City, under and pursuant to a resolution authorizing such execution, and said Contractors have hereunto set their hands and seals the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Herbert R. Fay

O. M. Schmidt

H. N. Manney

P. J. Benbough

D. K. Adams

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,
City Clerk.

J. H. Walker

Gustav Brelin

Contractors

I HEREBY approve the form of the foregoing contract, this 20th day of March, 1915.

T. B. Cosgrove,
City Attorney.

SPECIFICATIONS FOR PLASTERING on City Isolation Hospital located on portions of Pueblo Lots 356 & 1100 of the City of San Diego.

Superintendent where mentioned in these specifications shall mean the Building Inspector of the City of San Diego.

Plastering Contractor shall furnish all tools, scaffolding, labor and material of every kind necessary to do the work described in these specifications or shown on the plans for the Building named above.

There will be no lathing called for in these specifications, all lathing having been set under separate contract.

These specifications are intended to cover a complete job of plastering throughout the building, both exterior and interior.

All cement block walls are plainly marked and shown thus xxxxxxxxxxxxxxxx on the drawings and all walls and partitions of solid plaster are shown thus ////////. All partitions which are to be installed now are shown in heavy lines. Light lines show future work.

- MATERIALS -

All cement shall be standard Portland and approved by the Superintendent.

All lime used on interior walls and partitions shall be hydrated and of quality approved by the Superintendent.

All other lime shall be of the best quality and shall be slacked at least eight days before being used.

- EXTERIOR PLASTERING. -

ALL exterior walls of the building, including all retaining walls, both sides of all solid balustrades, walls of outside stairway to roof, all cement block walls on the inside of the veranda all around and the ceilings of the veranda, the outside walls of the Quarantine Officer's room, and all surfaces exposed to the weather will be plastered as follows:-

Scratch Coat - 2 parts lime putty, 4 parts sand, to which add when ready to apply, 1 part Portland cement.

Brown Coat - 1 part lime putty to eight of sand, to which add when ready to apply, 2 parts Portland cement. Mix in both coats sufficient fibre so that no part of the plaster $\frac{1}{2}$ inch or more in diameter will be free from same.

Finish Coat - 1 part White Medusa cement, 1 part La Jolla White sand, to be mixed to the consistency of thick cream and applied with a brush.

Trowel down the scratch coat with sufficient force to take out all voids and pin holes, and score liberally.

Apply the brown coat, trowel down hard, red and float down level.

Note. All this work is to be rodged from top to bottom, all surfaces are to be free

from shadows and in every way satisfactory to the Superintendent.

All corners throughout, except the edges of the window sills, are to be rounded. Make all edges of window sills true, straight and sharp.

Finish the top of all parapet walls throughout with a heavy coating of 1 to 2 cement plaster trowelled down hard and smooth, and slanted inside toward the roof.

Apply the finish coat, brushing it on evenly and leaving the surface free from brush marks. No finish coat is to be applied until all of the ornamental tile are in place. At no point shall the finished plaster be less than 3/8 inches thick.

Plaster the inside of all parapet walls as specified for exterior walls, bringing the plaster down over the turned up edges of the roofing entirely to the horizontal roof surface.

- INTERIOR PLASTERING -

All interior walls and partitions throughout, except as otherwise shown, are to be built up solid with plaster and are to be full 2 inch thick at all points. Entirely cover the metal lath with a coat of plaster mixed as specified for brown coat in "Exterior Plastering."

On this as a base, build up on both sides with same plaster to the required thickness, trowel down hard and rod from floor to ceiling. Entirely fill behind the metal cove at base of partitions with cement mortar.

Finish with Keen's Cement neat, mixed in a clean box and put on with clean tools. All surfaces brought up to a true plane and all angles and corners rounded to a 3/4 inch radius. Trowel down when almost dry, to a smooth polished surface. Plaster all ceilings with plaster as specified above for brown coat in sufficient quantity to bring the surface up to a true plane and finish with Keen's cement plaster as specified for walls and partitions.

Plaster all interior cement block walls where they come into finished rooms, with plaster as specified for brown coat, trowelled down smooth, rodged from floor to ceiling, and finished with Keen's cement as specified for partitions.

Do all other plastering necessary to complete the job according to the true intent and meaning of the plans and specifications, and on completion of the building, patch up all defective places, fill in all interstices caused by the insertion of pipes or other materials after plaster is completed, and leave the work in a completed condition.

The Plasterer is to use all possible care in mixing and handling of the materials for his work, and is to deliver to the City, a job which shall be perfect in all respects and entirely satisfactory to the Superintendent in charge.

The partitions shown by light lines in Wards 7 & 8 in the basement are not to be put in, being shown only as proposed future work.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA, and BRELIN & WALKER, for Plastering Isolation Hospital, being DOCUMENT No. 87395.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Yd Jacques Deputy.

B O N D

KNOW ALL MEN BY THESE PRESENTS, that we, AMERICAN CAST IRON PIPE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Georgia, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK a corporation organized and doing business under the laws of the State of New York, as Surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Four Thousand Dollars (\$4000.00) good and lawful money of the United States, to be paid to the said City of San Diego, for which payment well and truly to be made, the said Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of May, 1915.

The condition of the above and foregoing obligation is such that, whereas, the said Principal has entered into a contract with the City of San Diego, copy of which contract is hereunto annexed, to furnish to the said City, f. o. b. cars, switch, at California and Fir Streets, in the City of San Diego, California, cast iron water pipe as follows:

2588 feet 4" Class B Cast Iron Water Pipe

420 feet 4" Class C Cast Iron Water Pipe

11740 feet 6" Class B Cast Iron Water Pipe

72 feet 6" Class C Cast Iron Water Pipe

192 feet 8" Class B Cast Iron Water Pipe

1356 feet 8" Class C Cast Iron Water Pipe

1320 feet 10" Class B Cast Iron Water Pipe

5000 feet 12" Class B Cast Iron Water Pipe,

at prices as follows:

For 4" Cast Iron Water Pipe, Class B and C, in 16 foot lengths Thirty-three Dollars (\$33.00) per ton.

For 6" Cast Iron Water Pipe, Class B and C, in 16 foot lengths, Thirty-one Dollars (\$31.00) per ton.

For 8", 10" and 12" Cast Iron Water Pipe, Class B and C, in 12 foot lengths, Thirty Dollars (\$30.00) per ton.

Said pipe to be furnished in accordance with the specifications contained in Document No. 80165, filed August 17th, 1914, in the office of the City Clerk of said City.

Now therefore, if the said Principal shall faithfully perform said contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said Principal and Surety have caused their corporate names to be subscribed, and their corporate seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

AMERICAN CAST IRON PIPE COMPANY

By J. M. Blair

Pac. Coast Mgr.

Principal.

AMERICAN SURETY COMPANY OF NEW YORK

H. J. Douglas

Resident Vice President.

(SEAL)

ATTEST: V. H. Galloway

Resident Assistant Secretary

STATE OF CALIFORNIA)

Surety.

CITY AND COUNTY OF SAN FRANCISCO)

On this 22nd day of May ~~in the year one thousand nine hundred and fifteen before me,~~
~~John McCallan~~ in the year one thousand nine hundred and fifteen before me, John McCallan, a
 Notary Public in and for said City and County, State aforesaid, residing therein, duly com-
 missioned and sworn, personally appeared H. J. Douglas and V. H. Galloway, known to me to
 be the Resident Vice-President and Resident Assistant Secretary respectively of the AMERICAN
 SURETY COMPANY OF NEW YORK the corporation described in and that executed the within and
 foregoing instrument, and known to me to be the persons who executed the said instrument on
 behalf of the said corporation, and they both duly acknowledged to me that such corporation
 executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my
 office, in the said City and County of San Francisco, the day and year in this certificate
 first above written.

John McCallan,

Notary Public in and for the City and County of San

Francisco, State of California.

(SEAL)

My Commission expires April 12th, 1917.

I hereby approve the form of the within Bond, this 25th day of May, 1915.

T. B. Cosgrove ,

City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego,
 California, this 26th day of May, 1915.

Members of the Common Council.

O. M. Schmidt

H. N. Manney

P. J. Benbough ,

Walter P. Moore

Herbert R. Fay

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

By: Hugh A. Sanders

Deputy.

CONTRACT OF SALE AND PURCHASE.

THIS AGREEMENT, made and entered into this 19th day of May, 1915, between THE CITY OF
 SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by its
 Common Council, party of the first part, and hereinafter designated as the City, and AMERICAN
 CAST IRON PIPE COMPANY, a corporation organized and existing under and by virtue of the laws
 of the State of Georgia, party of the second part and hereinafter referred to as the Con-
 tractor, WITNESSETH:

That said Contractor hereby undertakes to and with the said City to furnish and deliver
 to said City, f. o. b. cars, switch, at California and Fir Streets, in the City of San Diego,
 California, the following amounts of cast iron water pipe:

2588 feet 4" Class B Cast Iron Water Pipe

420 feet 4" Class C Cast Iron Water Pipe
 11740 feet 6" Class B Cast Iron Water Pipe
 72 feet 6" Class C Cast Iron Water Pipe
 192 feet 8" Class B Cast Iron Water Pipe
 1356 feet 8" Class C Cast Iron Water Pipe
 1320 feet 10" Class B Cast Iron Water Pipe
 5000 feet 12" Class B Cast Iron Water Pipe

The Contractor agrees that said cast iron water pipe to be furnished as above specified, shall conform to the specifications for said pipe contained in Document No. 80165, filed August 17th, 1914, in the office of the City Clerk of said City, which said document is by reference thereto made a part hereof, as fully as though every part thereof were written out plainly herein.

The said Contractor further agrees that it will be bound by each and every part of said specifications contained in said Document No. 80165 as the same may be interpreted, in case of dispute or question, by the Common Council of the City of San Diego.

And the said City, in consideration of the faithful performance by said Contractor of each, every and all of the said agreements and covenants on the part of said Contractor herein contained, will pay to said Contractor the following prices per ton of two thousand pounds for said pipe, delivered f. o. b. cars on switch at California and Fir Streets in said City:

For 4" Cast Iron Water Pipe, Class B and C, in 16 foot lengths, Thirty-three Dollars (\$33.00) per ton.

for 6" Cast Iron Water Pipe, Class B and C, in 16 foot lengths, Thirty-one Dollars (\$31.00) per ton.

For 8", 10" and 12" Cast Iron Water Pipe, Class B and C, in 12 foot lengths, Thirty Dollars (\$30.00) per ton.

Said Payments to be made in warrants drawn upon the Water Development Bond Fund of said City of San Diego. Provided, however, that any rate reduction made by the railroads or other common carriers subsequent to the 5th day of April, 1915, shall inure to the benefit of the City, and the City shall be and it is hereby authorized to deduct from said purchase price the amount, if any, of such rate reduction.

And said Contractor hereby undertakes and agrees that no pipe shall be shipped under the terms of this contract until the same has been inspected and accepted as provided in Specification Ten of said Document No. 80165 hereinbefore referred to.

IN WITNESS WHEREOF, a majority of the members of the Common Council of said City of San Diego have hereunto set their hands on behalf of said City, and the said second party has caused these presents to be executed and its corporate seal hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

O. M. Schmidt

H. N. Manney

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
 City Clerk.

AMERICAN CAST IRON PIPE COMPANY

By J. M. Blair,

Pac. Coast Mgr.

I hereby approve the form of the foregoing contract, this 19th day of May, 1915.

T. B. Cosgrove,

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA, and AMERICAN CAST IRON PIPE COMPANY, various CAST IRON PIPE, being Document No. 89824.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

KNOW ALL MEN BY THESE PRESENTS, That we, J. D. and A. B. Spreckels, doing business as The Tribune Company, as principals, and UNITED STATES FIDELITY & GUARANTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are jointly and severally bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Dollars (\$1000.00), lawful money of the United States of America, to be paid to the said City of San Diego, for which payment, well and truly to be made, the said principals hereby bind themselves, their heirs, executors, administrators, and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed and dated by us this 1st day of June, A. D. 1915.

The conditions of the above and foregoing obligation are such that whereas, the said principals on the 24th day of May, 1915, entered into the annexed contract with the said City of San Diego, to do all the advertising of said City, including the delinquent tax list, for the years beginning with the first day of June, 1915, and ending with the thirty-first day of May, 1917, in their daily newspaper, which is called The Evening Tribune, for the following prices:

For each 1000 ems of type, set solid, if the publication is made three times, or less,..... \$2.20

For each 1000 ems of type, set solid, if the publication is made five times,... \$2.40;

For each 1000 ems of type, set solid, if the publication is made ten times,... \$3.00;

For each 1000 ems of type, set solid, if the publication is made fifteen times,... \$3.15;

For each 1000 ems of type, set solid, if the publication is made twenty-one times,

..... \$3.30;

For each 1000 ems of type, set solid, if the publication is made thirty times,.. \$4.45;

For the complete publication of the delinquent tax list, once a week for three weeks, set solid, for each 1000 ems,..... \$3.95;

all as in said contract provided.

NOW, THEREFORE, if the said principals shall faithfully perform the said contract, then the obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the said principals have hereunto set their hands, and the said surety has caused these presents to be executed and its corporate name and seal to be hereunto subscribed by its proper officers thereunto duly authorized, this 1st day of June, 1915.

John D. Spreckels and A. B. Spreckels,
Doing business as The Tribune Company,
a partnership,

By Jas. MacMullen, Manager.

Principals,

UNITED STATES FIDELITY & GUARANTY COMPANY

By C. W. Oesting

Attorney-in-Fact. (SEAL)

I hereby approve the form of the within Bond, this 2nd day of June, 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

Approved by a majority of the members of the Common Council of the City of San Diego,
California, this 2nd day of June, 1915.

O. M. Schmidt

H. N. Manney

P. J. Benbough

Walter P. Moore

(SEAL) ATTEST:

Members of the Common Council.

Allen H. Wright,

City Clerk.

By Hugh A. Sanders,

Deputy.

THIS AGREEMENT, made and entered into this 24th day of May, A. D. 1915, by and between J. D. and A. B. Spreckels, doing business as The Tribune Company, having its principal place of business in the City of San Diego, State of California, the party of the first part, and hereinafter in this contract designated as "the company," and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under the provisions of section 8, Article XI of the Constitution of the State of California, party of the second part, and hereinafter referred to in this contract and designated as "The City," WITNESSETH:

That the said company will, and does hereby undertake to and with the said City, for and in consideration of the covenants and agreements hereinafter contained on the part of said city to be performed, to do all the advertising of said city, including the delinquent tax list, for the years beginning with the first day of June, 1915, and ending with the thirty-first day of May, 1917, in its daily newspaper, which is called The Evening Tribune, for the following prices:

For each 1000 ems of type, set solid, if the publication is made three times, or less,
..... \$2.20;

For each 1000 ems of type, set solid, if the publication is made five times, ...\$2.40;

For each 1000 ems of type, set solid, if the publication is made ten times, ...\$3.00;

For each 1000 ems of type, set solid, if the publication is made fifteen times, ...\$3.15;

For each 1000 ems of type, set solid, if the publication is made twenty-one times,
\$3.30;

For each 1000 ems of type, set solid, if the publication is made thirty times, ...\$4.45;

For the complete publication of the delinquent tax list, once a week for three weeks,
set solid, for each 1000 ems, \$3.95.

And single notice of less than 1000 ems to be considered 1000 ems, but where there are a number of ems over and above the first 1000 ems, which number does not equal a full 1000 ems, the same shall be paid for pro rata. Unusual headlines and other artifices to increase space will not be allowed.

Said company shall further furnish the City Clerk, the street superintendent, the city auditor, the city engineer, the finance department, and the city attorney, at their respective offices, each with a copy of every regular issue of the paper in which the advertising is made, and it shall further furnish, when requested to do so, to the board, department, officer, or any authority making the publication, copies of such publication, not to exceed twenty, together with affidavits of such publication made by the person who, under the law, is authorized to be competent to make affidavits of publication, without any additional cost to the said City. The affidavits above mentioned may be sworn to before the City Clerk, without cost to the company.

And for and in consideration of the covenants and agreements hereinbefore contained on the part of the said company, and the due and faithful performance of this contract by the said company, in the manner and form as herein provided, the city will pay for said advertising the rates above specified, in warrants of the said city duly and properly drawn, and such payments shall be made monthly for so much of the city's advertising as shall have been at that time fully completed.

It is further understood and agreed that this contract gives to the said company the right to do all the advertising of said city, including the delinquent tax list thereof, from the first day of June, 1915, to and including the thirty-first day of May, 1917.

It is further agreed that should any advertising be unfinished on the thirty-first day of May, 1917, that the same shall be finished and completed by the said company in its said newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said Company has caused these presents to be executed by its General Manager and the execution thereof to be attested by its Business Manager, this 24th day of May, A. D. 1915; and these presents have been subscribed to by a majority of the members of the Common Council, on behalf of said City, in pursuance of the duly adopted resolution of said Common Council, of date the 24th day of May, A. D. 1915.

JOHN D. SPRECKELS AND A. B. SPRECKELS,
doing business as The Tribune Company,
a partnership.

By Jas. MacMullen

ATTEST:

General Manager of The Tribune Company.

E. F. Parmelee,
Business Manager of The Tribune Company.

THE CITY OF SAN DIEGO.

BY O. M. Schmidt

H. M. Manney

P. J. Benbough

Walter P. Moore

Herbert R. Fay

(SEAL) ATTEST:

Members of the Common Council

Allen H. Wright,

City Clerk.

I approve the form of the within and foregoing Contract, this 2nd day of June, A.D. 1915.

T. B. Cosgrove,

City Attorney.

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT & BOND between CITY OF SAN DIEGO, CALIFORNIA, and THE TRIBUNE CO, Official Advertising, being Document No. 89784.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS AGREEMENT, made and entered into this 24th day of November, A. D. 1909, by and between the Western Lumber Company of San Diego, a corporation duly organized, existing and doing business under and by virtue of the laws of the State of California, and having its principal place of business at the City of San Diego, County of San Diego, State of California, the party of the first part, and the City of San Diego, a municipal corporation duly organized as such under and by virtue of the laws of the State of California, the party of the second part, WITNESSETH:

THAT WHEREAS, said party of the first part has obtained of and from the Board of State Harbor Commissioners for the Bay of San Diego, State of California, a franchise for the construction and maintenance of a wharf in the Bay of San Diego, dated September 14, 1909, to the 1st day of August, 1925, and which shall be constructed at the following place, to-wit:

Commencing at a point in the Bay of San Diego, County of San Diego, State of California, where the line of mean high tide in the Bay of San Diego intersects the east line of Columbia street in the City of San Diego, State of California; thence S. 0° 42' E. to the Bulkhead line in said Bay of San Diego, as established by the United States War Department; thence, in a northwesterly direction, following the said Bulkhead line to a point where the east line of Arctic street would intersect the said Bulkhead line if the said east line of Arctic street were extended in a southerly direction; thence N. 0° 42' W. to the said line of mean high tide; thence, in a southeasterly direction following the said line of mean high tide to the point or place of beginning. Also, commencing at a point where the said east line of Columbia street would intersect the said Bulkhead line in the Bay of San Diego, if the said easterly line of Columbia street were extended in a southerly direction; thence S. 0° 42' E. 1342 Ft. more or less; thence S. 89° 18' W. 125 ft.; thence N. 0° 42' W. 1410 ft. more or less, to the said Bulkhead line; thence, in a southeasterly direction, following the said Bulkhead line to the point or place of beginning.

And also the unobstructed use of the water in front of said wharf for a distance of 150 ft. and also 150 ft. on each side of said wharf, or such portion thereof as may be necessary and convenient in receiving and discharging lumber, merchandise or other commodities from said wharf as well as for the safety of the vessels while coming to and going from said wharf, or lying at such wharf.

AND WHEREAS, said first party has made an application to the Common Council of the City of San Diego to ratify and confirm the said franchise on the part of said city by ordinance:

NOW THEREFORE, in consideration of the proper adoption of an ordinance on the part of

the City of San Diego properly ratifying and confirming the said franchise, and of one dollar (\$1.00) paid to said corporation, the receipt whereof is hereby acknowledged, said first party does hereby undertake and agree to and with the said party of the second part:

1. That during the life of said franchise the said City of San Diego, through its lawfully constituted officers, shall have the right to construct and maintain a line of water pipe from the city mains on the shore to the end of said wharf, through which it shall have the right to serve water to boats, ships and vessels and to collect pay therefor, and that all such boats, ships and vessels may lie at said wharf for said purpose and remain thereat a reasonable time without any charge, toll or wharfage to be paid therefor, and that the city's use of said wharf for said purpose shall be free of any charge on the part of the said first party at any time during the life of said franchise, or any continuance of it; provided, however, that said pipe line or lines shall be so placed as not to interfere unreasonably with the use of said wharf by said first party for the loading, unloading, handling or storage of lumber thereon.

2. That said city shall also have the right and privilege at any and all times during the life of said franchise, or any continuance of it, to load and unload upon the wharf built in pursuance of said franchise any water, sewer or gas pipe, lumber, or other municipal property or material to be received or shipped by said second party, for any municipal purpose or use, without any charge whatever, for wharfage or dockage; provided, however, that all such loading and unloading shall be done in the usual and ordinary course of handling such material upon commercial wharves and piers, and shall not be allowed to remain upon said wharf an unreasonable length of time, hereby giving and granting unto the said city, its agents and employees, full right and authority to enter upon said wharf at all reasonable times, in the exercise and enjoyment of the aforesaid rights allowed to said city.

3. Said first party shall also pay to the City of San Diego annually in advance on the 1st day of January, the sum of one hundred dollars (\$100.00).

It is further understood and agreed by and between said parties and also as one of the express conditions for the ratification and confirmation of the said franchise that any mercantile or industrial establishment, plant or enterprise being established or located between the east line of Arctic street and the east line of Atlantic street upon the bay front of San Diego shall have the right to use any and all railroad tracks constructed or laid upon said wharf described in said franchise running easterly and westerly, upon the payment by such establishment, plant or enterprise to the said party of the first part a reasonable proportion of the cost of constructing and maintaining such railroad tracks.

It is further understood and agreed that this agreement is and shall remain a part of the ratification and confirmation of said franchise, and is to run with said ratification and confirmation, and is to bind the successors and assigns of said party of the first part in said franchise or any part thereof.

IN WITNESS WHEREOF, said party of the first part has caused these presents to be executed in its corporate name and its corporate seal affixed by its proper officers the day and year first above written.

WESTERN LUMBER COMPANY OF SAN DIEGO.

By M. A. Graham,

President.

(SEAL) ATTEST:

Sam Ferry Smith,
Secretary.

I hereby approve the form of the within contract this 24th day of November, 1909.

W. R. Andrews

City Attorney.

Approved by a majority of the Common Council of the City of San Diego, California, this 24th day of November, 1909.

A. E. Dodson

Frank A. Salmons

Percival E. Woods

Claude Woolman

Attest: J. T. Butler

City Clerk.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of AGREEMENT between CITY OF SAN DIEGO, CALIFORNIA and WESTERN LUMBER COMPANY OF SAN DIEGO, in re. Wharf Franchise, being Document No. 31199.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

LEASE.

This Indenture, made and entered into this 1st day of July, 1911, between the City of San Diego, a municipal corporation, in the City of San Diego, State of California, hereafter designated as the City, and Charles R. McCormick and Company, a corporation duly organized and existing under the laws of the State of California, hereafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee all those lands bordering on and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain act of the Legislature entitled as follows: "An Act conveying certain tide lands and lands lying under navigable waters situate in the Bay of San Diego, in the City of San Diego, in furtherance of navigation, commerce and the fisheries, and providing for government management and control thereof," approved on the 1st day of May, 1911, and more particularly described as follows, to-wit: Commencing at a point on the Northerly line of Pierce Avenue, in the City of San Diego, California, 210' North 51° 25' West from the Southeasterly line of Dewey Street and thence South 38° 35' West parallel with the Southeasterly line of said Dewey Street produced, to an intersection with the mean high tide line of San Diego Bay at a point on said mean high tide line for the true point of beginning, thence South 38° 35' West to the bulkhead line in said Bay of San Diego, as established by the U. S. War Department, thence Southeasterly along said bulkhead line to a point, thence North 38° 35' East parallel to and 490' distant from the said Southeasterly line of said Dewey Street, produced, to the mean high tide line, thence Northwesterly along said line to point of beginning, with all appurtenances thereto.

The term of said lease shall be for a period of twenty-five years from and after the 1st day of July, 1911, at the yearly rental of Three Hundred Dollars, payable in Gold Coin of the United States, in equal monthly payments of Twenty-five Dollars each, on the 1st day of each and every month during said term, in advance. And it is hereby agreed by and between

the parties to this lease that said lease shall be granted and accepted under the further terms and conditions hereinafter provided, to-wit.

A.- That the uses and purposes to which said leased premises shall be applied are as follows:

The conducting thereon by the said Lessee of the business of a wholesale and retail dealer in and manufacture of lumber and its products, including the erection and maintenance thereon of wharves, mills, factories, warehouses, sheds, offices, and all other structures necessary for the conduct of said business; for the storage of logs, lumber and other materials handled, sold or shipped by said Company; and for such further uses as are necessary and proper to the conduct of such business.

B.- That said Lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and of the State of California and the ordinance of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

C.- That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such franchise so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon, provided however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

D.- That said City reserves the right to erect seawalls and docks and wharves and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and of the dockage of vessels on said premises at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said Lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

E.- That the said City reserves the right to readjust and increase the rentals provided for herein, at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee.

F.- That this said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises or any part thereof.

G.- That the said City reserves unto itself an easement or right of way across said leased property for the purpose of constructing and maintaining a water main to supply and

furnish water to ships or shipping landing or docking at the wharf or wharves for which said Lessee shall obtain a franchise from the City of San Diego.

H.- That the Common Council of the City of San Diego shall have the right and privilege, by ordinance, to annul, change or modify this lease as in its judgment may seem proper.

And it is hereby agreed that if any rents shall be due and unpaid for a period of more than three months, or if default shall be made in any of the covenants, conditions or restrictions herein contained, then it shall be lawful for said City to re-enter said premises and remove all persons and property therefrom and to terminate this said lease. And the said Lessee does hereby covenant, promise and agree to pay to the said City the said rent in the manner herein specified and to fulfill said covenants, conditions and restrictions, and that at the expiration of said term said lessee will quit and surrender the said premises and the said City does hereby covenant, promise and agree that the said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly hold and enjoy the said premises for the term aforesaid.

This lease is made and entered into as directed in, and according to the terms and provisions of that certain Ordinance of the City of San Diego, No. 4463, and entitled "An Ordinance Authorizing the Execution of a Lease by the City of San Diego to Charles R. McCormick and Company, a Corporation, of Certain Tide Lands on the Bay of San Diego," approved on the 7th day of July, 1911.

In Witness Whereof these presents have been executed the day and year first above written, in behalf of the City of San Diego by the members of its Common Council, and in behalf, and as the act of Charles R. McCormick and Company, by its president, and attested by its secretary.

Percival E. Woods

D. K. Adams

A. E. Dodson

Herbert R. Fay

John L. Sehon,

Members of Common Council.

CHARLES R. McCORMICK AND COMPANY.

By Charles R. McCormick

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

President (SEAL)

(SEAL) ATTEST:

S. M. Hauptman,
Secretary.

I hereby approve this lease as above set out, this 28th day of August, 1911.

James E. Wadham
Mayor of the City of San Diego.

This lease is hereby approved as to form, this 16th day of August, 1911.

W. R. Andrews,
City Attorney.

STATE OF CALIFORNIA,))
CITY AND COUNTY OF SAN FRANCISCO.)) SS.

On this 8th day of August in the year One Thousand Nine Hundred and Eleven, before me, ROBERT J. TYSON, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared Charles R. McCormick & S. M. Hauptman, known to

me to be the President and Secretary, respectively, of Charles R. McCormick & Company the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and duly acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the City and County of San Francisco, the day and year in this certificate last above written.

Robt. J. Tyson,

NOTARY PUBLIC

in and for the City and County of San Francisco, State of

(SEAL)

California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA, and CHARLES R. McCORMICK & COMPANY, tide lands, being DOCUMENT No. 44303.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

"LEASE

THIS INDENTURE, made and entered into this 11th day of October, 1911, between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereafter designated as the City, and California Iron Works, a corporation duly organized and existing under the laws of the State of California, hereafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering on and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain act of the Legislature entitled as follows: "An act conveying certain tide lands and lands lying under navigable waters situate in the Bay of San Diego in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing, for government management and control thereof", approved on the 1st day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a Point from which the South West corner of Block 146 of Horton's Addition to San Diego, California, according to the map of L. L. Lockling and Filed in Book of Deeds No. 13, page 522 in office of County Recorder of San Diego County, California bears N 1° 09' W. Distant 245 7/10 feet, thence S 46° 45' W, 300 feet; thence S 57° 36' E, 240 Feet; thence N 46° 45' E, 300 feet; thence N 57° 36' W, 50 Feet from and parallel to the Center line of the California Southern Railroad 240 Feet more or less to point of Commencement, with all appurtenances thereto.

The term of said lease shall be for a period of twenty-five years from and after the 9th day of September 1911, at the yearly rental of Three Hundred Dollars, payable in Gold Coin of the United States, in equal monthly payments of Twenty five Dollars each, on the first day of each and every month during said term, in advance, And it is hereby agreed by and between the said parties to this lease that said lease shall be granted and accepted under the further terms and conditions hereinafter provided, to-wit:

1.- That the uses and purposes to which said leased premises shall be applied are as

follows:

The conducting thereon by the said lessee of the business of ship building, the construction of all kinds of water craft, marine and other engines and machinery and all kinds of work in iron or other metals, and the maintenance thereon of mills, factories, warehouses, sheds, offices and all other structures necessary for the conduct of said business. And for such further uses as are necessary and proper to the conduct of such business.

2.- That said lessee shall have the right and privilege of reclaiming and filling in with earth or other material, all or any portion of said premises and the right and privilege of erecting thereon bulkheads and seawalls, provided that said work shall be done in accordance with the statutes and regulations of the U. S. Government and the State of California and the ordinances of the City of San Diego; and provided further that no work shall be done upon, nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

3.- That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchises by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon, provided however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

4.- That said City reserves the right to erect sea-walls and docks and wharves and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

5.- That the said City reserves the right to re-adjust and increase the rentals provided for herein, at any time whenever the said City shall adopt any general plan or rule providing for the re-adjustment of rents along the water front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee.

6.- That this said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

7.- In the event that the said lessee shall fail to carry on the business of ship building, and the construction of water craft, and the construction of marine and other engines and machinery, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate, and be void, and the said grantee shall remove from said demised premises, and shall have no other right or claim thereto; provided nothing herein contained shall prevent the Common Council of the City of

San Diego at any time by ordinance to change, modify or annul this lease, as in its judgment may seem proper.

IN WITNESS WHEREOF, these presents have been executed the day and year first above written, in behalf of the City of San Diego by the members of its Common Council, and in behalf, and as the act of the California Iron Works, a corporation, by its president, and attested by its secretary.

CITY OF SAN DIEGO, CALIFORNIA.

By Percival E. Woods

A. E. Dodson

D. K. Adams

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

CALIFORNIA IRON WORKS.

By Fred Baker,

President.

(SEAL) ATTEST:

Warren C. Kennedy,
Secretary.

I hereby approve the form of the foregoing Lease, this 5th day of September, A. D. 1911.

W. R. Andrews

City Attorney of the City of San Diego, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DEIGO, CALIFORNIA and CALIFORNIA IRON WORKS, tide lands, being Document No. 45299.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

T H I S I N D E N T U R E, made and entered into between the CITY OF SAN DIEGO, a municipal corporation, party of the first part, and O. J. WINSTON, doing business under the name and style of ENTERPRISE IRON WORKS, party of the second part,

W I T N E S S E T H :

THAT the said party of the first part does by these presents demise and lease unto the said second party a strip of land twenty (20) feet wide and extending three hundred (300) feet into the Bay of San Diego, in the City of San Diego, County of San Diego, and which is bounded as follows: Commencing at a point on the line of ordinary high tide on the east shore of said bay which is one hundred (100) feet north of the north line of Ash Street, and extending thence on a line with the north line of Ash Street extended into the Bay of San Diego three hundred (300) feet; thence, at right angles, northerly twenty (20) feet, and thence easterly but parallel with said north line of Ash Street extended, to the line of ordinary high tide of said bay; thence southerly along said line of ordinary high tide to the place of beginning; and containing approximately six thousand (6000) square feet.

This lease being made in pursuance of an Act of the Legislature of the State of California, entitled "An Act conveying certain tide lands and lands lying under navigable waters

situate in the Bay of San Diego in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for government, management and control thereof", approved on the first day of May, 1911, for the term of years expiring on the first day of August, in the year 1925, at a yearly rental of Thirty Dollars, (\$30.00), payable in gold coin of the United States in equal monthly installments of Two and one-half Dollars, (\$2.50), on the first day of each and every month during said term, in advance.

This lease is granted and accepted under the further terms and conditions, following:

First: That the uses and purposes to which the said leased premises shall be applied are as follows: the maintainance thereon of a wharf five (5) feet wide and extending into the bay, but on said premises, a distance of three hundred (300) feet, at which boats may be made fast, and the construction and maintainance of a marine cradle or ways on which boats and vessels may be hauled out of the water and rested for repairs.

Second: Nothing herein contained shall limit the power of said party of the first part to build, maintain, own or operate any railroad or railroads over and across said demised premises, or to hereafter grant franchises to any person or corporation for the construction, maintainance and operation of any railroad or railroads over and across said premises.

Third: The said city reserves the right to erect a seawall and docks and wharves, and to make such other improvements for the development of the waterfront of the Bay of San Diego, and the commerce and fisheries of the City of San Diego, for the purposes of navigation and the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said city. Provided only that said party of the second part shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan for improvements; and it is expressly understood that in any such improvement carried into execution, either wholly or partially, said first party shall not be responsible for damages to any extent to said second party.

Fourth: That the said first party reserves the right to readjust or increase the rents provided for herein at any time whenever the said city shall adopt any general plan or rule providing for the readjustment of rents along the waterfront of said bay, and in the event of the failure of said second party to pay the rent within three months after it shall fall due all its rights hereunder shall cease and said second party shall surrender up said premises to said first party and said first party shall take possession thereof without any further delay.

Fifth: That this lease shall not be assignable or transferrable, nor shall said second party have the right to sublet the said leased premises or any part thereof.

Sixth: In the event that said second party shall fail to build or maintain the marine cradle or ways for which this lease is made within a reasonable time from the date of the execution hereof, or shall fail in any way to establish or carry on any of the business provided for herein, this lease shall, on the declaration of the Common Council, terminate and be void and the said second party shall remove from the said demised premises, and any right that it may have to said premises by reason of this instrument or otherwise shall thereupon cease.

Seventh: Nothing herein contained shall be construed to prevent the Common Council of said first party at any time by ordinance to change, modify or annul this lease as in the judgment of the said Common Council may seem proper.

I N W I T N E S S W H E R E O F, a majority of the members of the Common Council of said first party in pursuance of a resolution duly adopted have hereunto set their hands this 9th day of October A. D. 1911, and in attestation the City Clerk of said first party has affixed the seal of the said city; and the said corporation has caused these presents to be executed by its President and attested by its Secretary.

THE CITY OF SAN DIEGO,

By Percival E. Woods

D. K. Adams

A. E. Dodson

Herbert R. Fay

John L. Sehon

Members of the Common Council

of the City of San Diego.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

ENTERPRISE IRON WORKS,

By Oliver J. Winston

I hereby approve the form of the foregoing lease this 3rd day of October, A. D., 1911.

W. R. Andrews

City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA, and ENTERPRISE IRON WORKS, for tide lands, being Document No. 45333.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

This indenture, made and entered into this Twenty-ninth day of April, 1912, between the City of San Diego, a Municipal Corporation, in the County of San Diego, State of California, hereinafter designated as the City, and Buchanan Lumber Company, a corporation duly organized and existing under the laws of the State of California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all of those certain tide lands and submerged lands on and in the Bay of San Diego, in the County of San Diego, State of California, more particularly described as follows, to-wit:

Commencing at a point where the East boundary line of Twenty-eighth Street, extended, intersects the line of mean high tide of the Bay of San Diego; thence South 27 degrees 16 minutes West, 1285 feet, to the United States Bulkhead line of the Bay of San Diego; thence North 56 degrees 49 Minutes West, along said bulkhead line, 690.5 feet to a point; thence North 27 degrees 16 minutes East, 1036 feet, to the mean high tide line of the Bay of San Diego; thence along said mean high tide line to the point of beginning, being a portion of those lands conveyed to the City of San Diego by an Act of the legislature of the State of California approved May 1st, 1911, entitled "An act conveying certain tide lands and lands lying under inland navigable waters situate in the Bay of San Diego, to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof."

The term of said lease shall be for a period of twenty-five years from and after the 29th day of March, 1912, at the yearly rental of Three Hundred (\$300.00) Dollars, payable in gold coin of the United States in equal monthly payments of Twenty-five (\$25.00) Dollars each, on the 29th day of each and every month during said term, in advance. And it is hereby agreed, by and between the said parties to this lease, that said lease shall be granted and accepted under the further terms and conditions hereinafter provided as follows, to-wit:

A. That the uses and purposes for which said leased premises are leased are as follows:

The conducting thereon by the lessee of the business of a wholesale and retail dealer in and manufacturer of lumber and its products, including the erection, maintenance and operation thereon of wharves, mills, factories, warehouses, sheds, offices, and all other structures necessary for the conduct of said business and for the storage of logs, lumber and other materials handled, sold or shipped by said company, and for such other and further uses as are necessary or proper in the conduct of such business;

Also the right and privilege of reclaiming and filling with earth or any material, all or any portion of said premises, and the right and privilege of erecting thereon bulkheads and seawalls, and of dredging within said leased space for channels, basins and waterways, providing that no fillings shall be made between bulkhead line and the mean high water line with other earth than dredgings from the Bay, except by resolution of the Common Council permitting same, and providing that said work shall be done in accordance with the statutes and regulations of the United States Government and the State of California, and the ordinances of the City of San Diego.

Also the privilege of removing all buildings and structures, except earth filling, bulkheads and seawalls, placed upon said premises by lessee, at the termination of said lease.

B. That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation, for the construction, maintenance and operation of any railroad or railroads across said premises; provided that such person or corporation granted such franchise by the said City, shall bear all expense of making any crossing or crossings, and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such franchise so granted for railroad purposes any buildings or materials which they may have erected or placed thereon, provided however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

C. That the said City reserves the right to erect sea-walls, docks, and wharves, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and of the dockage of vessels at the bulkhead line bordering on said premises at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan and improvements.

D. That the said City reserves the right to readjust and increase the rentals provided for herein at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate, nor make,

nor suffer to be made, any unreasonable charge, burden or discrimination upon or against said lessee.

E. That the said City reserves unto itself an easement or right of way across said leased property for the purpose of constructing and maintaining a water main to supply and furnish water to ships or shipping landing or docking at any wharf or wharves, which may be constructed hereunder by said lessee on said premises.

F. That the said City reserves easements or rights of way across or upon said property for the purpose of extending Twenty-eight Street, Twenty-seventh Street and Colton Avenue, whenever said City may desire to extend said streets, or any of them.

G. That the Common Council of the City of San Diego shall have, and hereby reserves the right and privilege by ordinance to annul, change or modify this lease, as in its judgment may seem proper.

H. This lease shall not be assignable or transferable, nor shall the said lessee have a right to sublet the leased premises, or any part thereof.

I. And it is hereby agreed that if any rents shall be due and unpaid for a period of more than three months, or any default shall be made in any of the covenants, conditions or restrictions herein contained, then it shall be lawful for said City to re-enter said premises and remove all persons and property thereon and to terminate said lease; and said lessee does hereby covenant, promise and agree to pay to the said City the said rent, in the manner herein specified, and to fulfill said covenants, conditions and restrictions, and that at the expiration of said term, said lessee will quit and surrender the said premises, and said City does hereby covenant, promise and agree that the said lessee, paying said rent, and performing the covenants aforesaid, shall and may peaceably and quietly hold and enjoy said premises for the term aforesaid.

IN WITNESS WHEREOF, these presents have been executed the day and year first above written, in behalf of the City of San Diego, by a majority of the members of the Common Council, and in behalf and as the act of Buchanan Lumber Company, said corporation has hereunto set its corporate name and affixed its corporate seal, by its Vice-President, attested by its Secretary, duly authorized.

CITY OF SAN DIEGO.

By A. E. Dodson,

Member of the City Council of the
City of San Diego.

D. K. Adams,

Member of the City Council of the
City of San Diego.

Herbert R. Fay

Member of the City Council of the
City of San Diego.

John L. Sehon,

Member of the City Council of the
City of San Diego.

BUCHANAN LUMBER COMPANY,

By P. H. Johns

Vice President.

(SEAL) ATTEST:

Allen H. Wright,

City Clerk.

(SEAL) ATTEST:

Thomas M. Leovy, Secretary.

I hereby approve the form of the foregoing contract this 29th day of April A. D. 1912.

W. R. Andrews

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE--between CITY OF SAN DIEGO, CALIFORNIA and BUCHANAN LUMBER COMPANY, certain tide lands, being DOCUMENT No. 51379.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By *JA Jacques* Deputy.

L E A S E

THIS INDENTURE, made and entered into this 21st day of October, 1912, between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as The City, and T. L. BARNES of the City of San Diego, State of California, hereinafter designated as The Lessee, WITNESSETH:

THAT the said City does by these presents demise and lease unto the said Lessee all those lands bordering on and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego, by the State of California through the provisions of that certain act of the Legislature, entitled, as follows: "An Act Conveying Certain Tide Lands and Lands Lying Under Navigable Waters situate in the Bay of San Diego in the City of San Diego, in Furtherance of Navigation and Commerce and the Fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point where the west line of Seventh Street intersects the southerly line of the California Southern Railway right-of-way; thence south one degree nine minutes east sixteen (16) feet; thence south forty-six degrees ninety-five minutes west two hundred eighty-six (286) feet; thence north fifty-seven degrees thirty-six minutes west one hundred forty-seven and fifty-five hundredths (147.55) feet; thence north forty-six degrees forty-five minutes east three hundred (300) feet to the southwesterly line of the California Southern Railway right-of-way; thence south fifty-seven degrees thirty-six minutes east one hundred thirty-five and forty-five hundredths (135.45) feet along said right-of-way to the point of beginning.

All in accordance with the blueprint attached hereto, made a part hereof, and marked "Exhibit A".

The term of said lease shall be for a period of twenty-five (25) years from and after the 1st day of November, 1912, at the yearly rental of Three Hundred (\$300.00) Dollars, payable in gold coin of the United States in equal monthly installments of Twenty-five (\$25.00) Dollars each on the first day of each and every month during said term, in advance.

AND IT IS HEREBY AGREED between the said Parties to this lease that said lease shall be granted and accepted under the further terms and conditions hereinafter provided, to-wit:

(1). That the uses and purposes to which said leased premises shall be applied are as follows:

The conducting thereon by said Lessee of the business of handling sand, crushed rock, gravel, lumber, iron, steel, cement, lime, brick, and all other building materials, and the maintenance thereon of mills, factories, warehouses, sheds, offices and all other structures necessary for the conduct of said business; and for such further uses as are necessary and

proper to the conduct of such business.

(2). That said Lessee shall have the right and privilege of reclaiming and filling in with material brought in from outside the bay, all or any portion of said premises hereby leased; and the right and privilege of erecting thereon a wharf from said above described land to the pierhead line in the Bay of San Diego; as shown on "Exhibit A", attached hereto; provided, that said work shall be done in accordance with the statutes and regulations of the United States Government and of the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3). That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchises by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4). That said City reserves the right to erect sea walls and docks and wharves and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said Lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5). That the said City reserves the right to readjust and increase the rentals provided for herein, at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water-front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee.

(6). That this said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(7). In the event that the said Lessee shall fail to carry on the business of handling sand, crushed rock, gravel, lumber, iron, steel, cement, lime, brick, and all other building materials, and the maintenance thereon of mills, factories, warehouses, sheds, offices and all other structures necessary for the conduct of said business, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void, and the said grantee shall remove from said demised premises, and shall have no other right or claim thereto; provided nothing herein contained shall prevent the Common Council of the City of San Diego at any time by ordinance from changing, modifying or annulling this lease, as in its judgment may seem proper.

IN WITNESS WHEREOF, these presents have been executed the day and year first above written, in behalf of the City of San Diego by the members of its Common Council, and by

T. L. Barnes, the Lessee.

CITY OF SAN DIEGO, CALIFORNIA.

By A. E. Dodson

Herbert R. Fay

Percival E. Woods

ATTEST:

Members of the Common Council

Allen H. Wright,

T. L. Barnes,
Lessee.

City Clerk

By W. E. Bartlett Deputy.

(BLUE PRINTS ATTACHED TO ORIGINAL DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and T. L. BARNES, for tide lands, being DOCUMENT No. 55561.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

TO THE HONORABLE THE COMMON COUNCIL OF THE CITY OF SAN DIEGO:

Comes now T. L. Barnes and files his written consent to the cancelling of that certain lease made and entered into October 21st, 1912, by and between the City of San Diego and the undersigned, T. L. Barnes, which said lease was filed October 21st, 1912, in the City Clerk's office of the City of San Diego, being document No. 55,561, and hereby requests that a new lease, covering the same premises and containing the same terms, be made between the said City of San Diego and the Fenton-Sumpton-Barnes Company, a corporation.

Dated this 28th day of January, 1914, at the City of San Diego, California.

T. L. Barnes.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONSENT, T. L. BARNES, to cancel certain lease to tide lands, being DOCUMENT NO. 72637.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LE A S E

THIS INDENTURE, made and entered into this 4th day of August, A. D. 1913, between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and San Diego Consolidated Gas & Electric Company, a corporation, organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does, by these presents, demise and lease unto the said Lessee, all those lands bordering on and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California, through the provisions of that certain Act of the Legislature, entitled as follows: "An Act Conveying Certain Tide Lands and Lands Lying Under Navigable waters situate in the Bay of San Diego, in the City of San Diego, in Furtherance of Navigation and Commerce and the Fisheries, and

providing for the Government, Management and Control Thereof", approved on the 1st day of May, 1911, and more particularly described as follows, to-wit:

Beginning at the intersection of the north line of N Street with the west line of Ninth Street; thence south 50 degrees 14 minutes west 177.55 ft.; thence south 41 degrees 29 minutes west to an intersection with the old bulkhead line, said old bulkhead line being a line drawn parallel to and 200 ft. southwesterly from the southwesterly right of way line of the Southern California Railway; said intersection being the true point of commencement of this description.

Beginning at said true point of commencement; thence along said old bulkhead line in a southeasterly direction 150 ft.; thence south 41 degrees 29 minutes west to an intersection with the present established United States government bulkhead line; thence northwesterly along the said United States government bulkhead line 270 ft., thence north 41 degrees 29 minutes east to an intersection with a line drawn parallel to and eighty feet southeasterly from the southeasterly line of the present existing franchise of the California Iron Works; thence along said parallel line north 47 degrees 30 minutes east to an intersection with the previously described old bulkhead line; thence along said old bulkhead line to the point of commencement, all as shown upon the blue print, attached hereto, and marked Exhibit "A".

The term of this lease shall be for a period of twenty (20) years from and after the 28th day of May, 1913, at a rental of Fifteen Dollars (\$15.00) per month, payable in lawful money of the United States, on the first day of each month during said term, in advance.

And it is hereby agreed between said parties to this lease, that said lease shall be granted and accepted under the further terms and conditions hereinafter provided, to-wit:

1st. That the uses and purposes to which said leased premises shall be applied, are as follows:

To erect, maintain and operate upon said above described lands, buildings, structures, tunnels, railroads, pipe lines, machinery, yards, storage places, and yards for storage of materials and settling tanks, and tanks and vats for use in connection with the business of the said San Diego Consolidated Gas & Electric Co. and useful in the conduct of its said business and for other purposes, incidental to, or useful in connection with the said business of the said San Diego Consolidated Gas & Electric Co.

2nd. That the said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, any portion of said premises hereby leased; and provided further that no work shall be done upon, nor use made of said premises, that will materially decrease the amount of tidal waters of the Bay of San Diego.

3rd. That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchises by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

4th. That said City reserves the right to erect sea walls and docks and wharves and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said Lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

5th. That the said City reserves the right to re-adjust and increase the rentals provided for herein, at any time whenever the said City shall adopt any general plan or rule providing for the re-adjustment of rents along the water-front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee.

6th. That this said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

7th. In the event that the Lessee shall fail to use the said premises for the uses and purposes hereinabove set forth in the conduct of its business or to fulfill in any way the uses and purposes for which the premises are leased, as hereinabove stated, then this obligation shall terminate and be void and the said grantee shall remove from said demised premises and shall have no other right or claim thereto; providing, that nothing herein contained shall prevent the Common Council of the City of San Diego, at any time, by ordinance, from changing, modifying or annulling this lease, as in its judgment may seem proper.

IN WITNESS WHEREOF, these presents have been executed the day and year first above written, in behalf of the City of San Diego by the members of its Common Council, and by the San Diego Consolidated Gas & Electric Company, by its proper officers, who have hereunto affixed its corporate seal.

CITY OF SAN DIEGO

BY D. K. Adams
O. M. Schmidt
H. N. Manney
P. J. Benbough

Members of the Common Council.

(SEAL) Attest:

Allen H. Wright,
City Clerk.

Attest:

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.

M. B. Fowler,
Secretary

By H. H. Jones
President

I hereby approve the form of the foregoing lease this 15 day of May, A. D. 1913.

W. R. ANDREWS

City Attorney.

By Arthur F. H. Wright,
Deputy City Attorney.

(BLUE RRINT ATTACHED TO ORIGINAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and SAN DIEGO CONSOLIDATED GAS & ELECTRIC COMPANY, for tide lands, being DOCUMENT No. 64071.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E.

THIS INDENTURE, made and entered into this 25th day of June, A. D. 1913, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and the Premier Packing Company, a co-partnership, composed of R. D. Steele and A. J. Steele, both of the City of San Diego, State of California, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these present demise and lease unto the said Lessee all those lands bordering on and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain act of the legislature, entitled as follows: "An Act Conveying Certain Tide Lands and Lands Lying Under Navigable Waters Situate in the Bay of San Diego in the City of San Diego, in Furtherance of Navigation and Commerce and the Fisheries, and Providing for the Government, Management and Control thereof", approved on first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at the point where the east line of 23rd Street extended would intersect the mean high water mark; thence running in a southerly direction along the prolongation of the east line of 23rd Street to the intersection with the bulkhead line; thence running in an easterly direction along said bulkhead 150 feet; thence running in a northerly direction, paralleling the east line of 23rd Street extended, to the intersection with the mean high water mark; thence running in a westerly direction along said mean high water mark 150 feet to the place of beginning; in accordance with the drawing attached to Document No. 51568, the petition of the Premier Packing Company for the lease of tide lands, on file in the office of the City Clerk of the City of San Diego.

The term of said lease shall be for a period of twenty-three years from and after the first day of July, A. D. 1913, at a monthly rental of Fifteen Dollars (\$15.00) per month, payable in gold coin of the United States, on the first day of each and every month during said term in advance.

AND IT IS HEREBY AGREED, between the parties to this lease, that this lease is granted and accepted under the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of a plant for packing, canning, and otherwise preserving, fish, fruit, vegetables and other food products, with the right to construct and maintain thereon such buildings, wharves or other structures as may be necessary or convenient for the conducting and carrying on of said business. The said buildings, wharves or other structures shall be constructed so that they meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchises by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect sea walls and docks and wharves and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said Lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the said City reserves the right to re-adjust and increase the rentals provided for herein, at any time; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee.

(6) That this said lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(7) In event that the said Lessee shall fail to carry on the business of conducting and maintaining a plant for packing, canning and otherwise preserving fish, fruit, vegetables and other food products, and the maintenance thereon of such buildings, wharves or other structures as may be necessary for the conducting of said business, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void, and the said grantee shall remove from said demised premises, and shall have no other right or claim thereto; provided nothing herein contained shall prevent the Common Council of the City of San Diego at any time by ordinance from changing, modifying or annulling this lease, as in its judgment may seem proper.

IN WITNESS WHEREOF, these presents have been executed the day and year first above written, in behalf of the City of San Diego by the members of its Common Council, and by the Premier Packing Company by R. D. Steele and A. J. Steele, the Lessees.

CITY OF SAN DIEGO, CALIFORNIA.

By D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Members of the Common Council.

(SEAL) Attest:

Allen H. Wright,

City Clerk

By W. E. Bartlett, Deputy.

PREMIER PACKING COMPANY.

By R. D. Steele

R. J. Steele

Lessee.

I hereby approve the form of the within lease, this 25th day of June, 1913.

W. F. ANDREWS,

City Attorney.

By Arthur F. H. Wright

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and PREMIER PACKING COMPANY, for certain tide lands, being Document No. 64280.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 15th day of September, A. D. 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and Independent Fish Company, a corporation organized and existing under the laws of the State of California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point on the line of mean high tide two (2) feet North of the North side of that wharf known as "Fisherman's Wharf", between Broadway Street and E Street, thence South twenty-five (25) feet; thence West to the temporary bulkhead; thence North twenty-five (25) feet; thence East to the point of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of fifteen (15) years from and after the signing of these presents, at a monthly rental of Fifteen Dollars (\$15.00) per month, payable in advance in gold coin of the United States on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1). That said premises shall be used as follows:

For the conducting and maintenance thereon of a general wholesale and retail fish business and as a depot for the distribution and sale of fish, with the right to construct and maintain thereon such buildings, wharves or other structures as may be necessary or convenient for conducting and carrying on the said business, - the said buildings, wharves or other structures shall be so constructed that they meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2). That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of the tidal waters of the Bay of San Diego.

(3). That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4). That said City reserves the right to erect sea walls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5). That this said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6). That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7). In the event the said lessee shall fail to carry on a general wholesale and retail fish business and a depot for the distribution and sale of fish, and the maintenance on the premises of such buildings, wharves or other structures as may be necessary for the conducting of said business, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void and the said lessee shall remove from said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledged the right of the said Common Council to change, modify or annul this lease at

any time, as herein provided.

IN WITNESS WHEREOF these presents have been executed the day and year first above written, in behalf of the City of San Diego by the members of its Common Council and by Independent Fish Company by its proper officers thereunto duly authorized.

CITY OF SAN DIEGO

By D. K. Adams
O. M. Schmidt
H. N. Manney
P. J. Benbough
Herbert H. Fay
Members of the Common Council.

(SEAL) Attest:

Allen H. Wright,
City Clerk.

By W. E. Bartlett Deputy.

INDEPENDENT FISH COMPANY

By J. N. Newkirk, President,
Steve C. Ghio Sec'y.

(SEAL)

Lessee

I hereby approve the form of the within lease, this _____ day of September, 1913.

W. E. ANDREWS

City Attorney

By _____

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY of San Diego, California, and INDEPENDENT FISH COMPANY, for tide lands, being Document No. 67088.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By ya Jacques Deputy.

LE A S E

THIS INDENTURE, made and entered into this 15th day of September, A. D. 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and Independent Fish Company, a corporation organized and existing under the laws of the State of California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point where the West line of 29th Street extended intersects the line of mean high tide; thence one hundred and fifty (150) feet Northwesterly along the said

line of mean high tide; thence parallel with the line of Buchanan franchise to the bulkhead line; thence along the said bulkhead line one hundred and fifty (150) feet; thence parallel with the line of the Buchanan franchise to the point or place of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of fifteen (15) years from and after the signing of these presents, at a monthly rental of Twenty Dollars (\$20.00) per month, payable in advance in gold coin of the United States on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City: Provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

1. That said premises shall be used as follows:

For the conducting and maintenance thereon of a general wholesale and retail fish business and as a depot for the distribution and sale of fish, with the right to construct and maintain thereon such buildings, wharves or other structures as may be necessary or convenient for conducting and carrying on the said business, - the said buildings, wharves or other structures shall be so constructed that they meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2). That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3). That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the said City, shall bear all expenses of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4). That said City reserves the right to erect sea walls and docks and wharves along, in front of, or over, said demised premises, and the right to lay water pipe or railway tracks across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any

greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5). That this said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6). That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7). In the event the said lessee shall fail to carry on a general wholesale and retail fish business and a depot for the distribution and sale of fish, and the maintenance on the premises of such buildings, wharves or other structures as may be necessary for the conducting of said business, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void and the said lessee shall remove from said demised premises and shall have no other right or claim thereto, provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of the said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF these presents have been executed the day and year first above written, in behalf of the City of San Diego by the members of its Common Council and by Independent Fish Company by its proper officers thereunto duly authorized.

CITY OF SAN DIEGO

By D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

(SEAL) Attest:

Allen H. Wright,

City Clerk

By W. E. Bartlett Deputy.

INDEPENDENT FISH COMPANY

By J. N. Newkirk, President

Steve C. Ghio Sec'y.

(SEAL)

I hereby approve the form of the within lease, this _____ day of September, 1913.

W. R. ANDREWS,

CITY Attorney

By _____

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and INDEPENDENT FISH COMPANY, for tide lands, being Document No. 67089..

Allen H. Wright,
City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 15th day of September, A. D. 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and Henry G. Fenton, of the County of San Diego, California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain certain tide lands and land lying under navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at a point where the center line of 29th Street extended intersects the mean high tide line of the Bay of San Diego, in the City of San Diego, County of San Diego, State of California; thence north 47° 08' west 14.06 feet; thence south 48° 04' west 2282.45 feet to the United States Government Pierhead line; thence along said pierhead line south 56° 49' east 28.98 feet; thence north 48° 04' east 2277.58 feet to the mean high tide line of the Bay of San Diego, California; thence along said mean high tide line north 47° 08' west 14.06 feet to the point of beginning,

To have and to hold the said premises for the term of fifteen (15) years from and after the first day of September, 1913, at a monthly rental of Ten Dollars (\$10.00) per month, payable in advance in Gold Coin of the United States at the office of the City Clerk of the City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; Provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed by the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of wharves, bunkers and necessary buildings incidental to the use of said wharves for general purposes and necessary and proper for the handling of passengers and freight, and particularly for the purposes of handling sand, granite rock, brick, cement, line and building materials. Said wharves shall be built in accordance with the blue prints attached to document No. 65060 on file in the office of the City Clerk of said City.

(2) Said lessee shall have the right to construct railroad tracks upon said wharves and shall also have the right to the use of the waters of the Bay of San Diego immediately adjacent for the purpose of allowing vessels to dock at said wharves.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or

corporation, granted such franchise by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the cost of maintaining the same, the said lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect sea walls and docks and wharves along, in front of, or over, said demised premises, and the right to lay water pipe or railway tracks across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That this said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that said lessee shall fail to carry on and maintain the wharves, bunkers and necessary buildings incidental to the use of said wharves and general commercial purposes, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void and the said lessee shall remove from said demised premises and shall have no other right or claim thereto, provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and said lessee, in accepting this lease, hereby acknowledges the right of the said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto affixed his hand the day and year first hereinabove written.

CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

Attest: Allen H. Wright,

City Clerk.

H. G. Fenton

Lessee.

I hereby approve the form of the within lease, this _____ day of September, 1913.

W. R. Andrews

City Attorney.

By _____

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between CITY OF SAN DIEGO, CALIFORNIA and H. G. FENTON, for certain tide lands, being Document No. 67318.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LEASE

THIS INDENTURE, made and entered into this 15th day of September, A. D. 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and A. R. Robbins, of the City of San Diego, State of California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at the intersection of the south line of Elm Street with the line of mean high tide in the Bay of San Diego; thence west to the bulkhead line; thence southerly along the bulkhead line 75 feet; thence at right angles easterly to the line of mean high tide; thence northerly on the line of mean high tide 75 feet more or less, to the point or place of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of fifteen (15) years from and after the signing of these presents, at a monthly rental of Ten Dollars (\$10.00) per month, payable in advance in gold coin of the United States at the office of the City Clerk of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1). That said premises shall be used as follows:

For the conducting and maintenance thereon of a general boat building and boat repairing business, with the right to construct and maintain thereon such marine ways, machine shops, wharves or other structures as may be necessary or convenient for conducting and carrying on the said business; the said buildings, wharves or other structures shall be so cons:

structed that they meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2). That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3). That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4). That said City reserves the right to erect sea walls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5). That this said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6). That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7). In the event that the said lessee shall fail to carry on the said business of boat building and boat repairing, and shall fail to maintain on the premises such marine ways, machine shops, buildings, wharves or other structures as may be necessary to the conducting of said business or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void and the said lessee shall remove from said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of the said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto set his hand the day and year first above written.

CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

P. J. Benbough

Herbert R. Fay

Members of the Common Council

(SEAL) ATTEST:

Allen H. Wright,
City Clerk.

A. R. Robbins

Lessee.

I hereby approve the form of the within lease, this 17th day of September, 1913.

W. R. ANDREWS,

CITY Attorney.

By Arthur F. H. Wright,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE between THE CITY OF SAN DIEGO, CALIFORNIA and A. R. ROBBINS for certain tide lands, being Document No. 67343.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 15th day of September, A. D. 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and Fenton-Sumpton-Barnes Company, a corporation organized and existing under the laws of the State of California, hereinafter designated as the lessee, WITNESSETH:

That the City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point where the southwesterly line of New Main Street, in New Roseville, in the City of San Diego, County of San Diego, State of California, intersects the line of mean high tide; thence south 54° 40' east 1000 feet; thence north 35° 20' east 28 feet; thence north 54° 40' west 600.3 feet; thence north 35° 20' east 42 feet; thence north 54° 40' west 350 feet; thence south 58° 20' west 76.4 feet to the point or place of beginning.

To have and to hold the said premises for the term of twenty-five (25) years from and after the first day of September, 1913, at a monthly rental of Ten Dollars (\$10.00) per month, payable in advance in Gold Coin of the United States at the office of the City Clerk of the City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City: Provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against

said lessee; and the said lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed by the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of wharves, bunkers and necessary buildings incidental to the use of said wharves for general commercial purposes and necessary and proper for the handling of passengers and freight, and particularly for the purposes of handling sand, granite rock, brick, cement, lime and building materials. Said wharves shall be built in accordance with the blue prints attached to document No. 65059 on file in the office of the City Clerk of said City.

(2) Said lessee shall have the right to construct railroad tracks upon said wharves and shall also have the right to the use of the waters of the Bay of San Diego immediately adjacent for the purpose of allowing vessels to dock at said wharves.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect sea walls and docks and wharves along, in front of, or over, said demised premises, and the right to lay water pipe or railway tracks across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That this said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that said lessee shall fail to carry on and maintain the wharves, bunkers and necessary buildings incidental to the use of said wharves and general commercial purposes, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void and the said lessee shall remove from said demised premises and shall have no other right or claim thereto, provided that nothing herein contained shall prevent the Common Council of the City of San Diego from

changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and said lessee, in accepting this lease, hereby acknowledges the right of the said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the day and year first hereinabove written.

CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

P. J. Benbough

Herbert R. Fay.

Members of the Common Council.

Attest:

Allen H. Wright

City Clerk

Y. A. Jacques

Deputy.

FENTON-SUMPTION-BARNES COMPANY

By H. G. Fenton

President

By T. L. Barnes

V. Pres.

(SEAL)

H. W. Sumption, Secy.

I hereby approve the form of the within lease, this ____ day of September, 1913.

W. R. ANDREWS,

City Attorney

By _____

Deputy City Atty.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and FENTON-SUMPTION-BARNES COMPANY, for tide lands, being Document No. 67344.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 10th day of November, A. D. 1913, by and between the City of San Diego, a municipal corporation, in the County of San Diego, state of California, hereinafter designated as the City, and the Hillcrest Company, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide

lands and land lying under navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point where the westerly line of Second Street as laid out in said City of San Diego, intersects the southwesterly line of the California Southern Railway Company's right of way; thence south 43 degrees west 350 feet; thence south 57 degrees 38 minutes east 176.77 feet; thence south 53 degrees west 989.46 feet; thence south 37 degrees east 28 feet; thence north 53 degrees east 1000 feet; thence south 57 degrees 38 minutes east 176.77 feet; thence north 43 degrees east 350 feet; to a point at the intersection of the southerly line of said right of way with the center line of Third Street as laid out in said City; thence north 57 degrees 38 minutes west 383.46 feet along said line of said right of way to the point of beginning.

To have and to hold the said premises for the term of fifteen years from and after the 10th day of November, 1913, at a monthly rental of Thirty-five Dollars (\$35.00) per month, payable in advance in Gold Coin of the United States at the office of the Department of Finance, Ways and Means of the City of San Diego, on the first day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; Provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee, in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed by the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the purpose of conducting and maintaining and operating thereon wholesale and retail lumber yard, and for the erection, use and maintenance thereon of dry kilns, mills, sheds, storage places, treating plant, sash, door and box factory, and factories for the manufacture and production of lumber and wood products, and for the erection of wharves to be used in connection with said buildings, said wharves shall be built in such manner as to meet with the approval of the City Engineer of the City of San Diego.

(2) Said lessee shall have the right to construct railroad tracks upon said wharves and shall also have the right to the use of the waters of the Bay of San Diego immediately adjacent for the purpose of allowing vessels to dock at said wharves.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for rail-

road purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect sea walls and docks and wharves along, in front of, or over said demised premises, and the right to lay water pipe or railroad tracks across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That this said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that said lessee shall fail to carry on and maintain the wharves, bunkers, and necessary buildings incidental to the use of said wharves and general commercial purposes, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void and the said lessee shall remove from said demised premises and shall have no other right or claim thereto, provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and said lessee, in accepting this lease, hereby acknowledges the right of the said Common Council to change, modify or annul this lease at any time, as hereinafter provided.

IN WITNESS WHEREOF, a majority of the members of the Common Council of the City of San Diego have hereunto set their hands as and for the act of the City, and the said Lessee, has caused this instrument to be executed and its corporate seal hereunto affixed by its proper officers thereunto duly authorized, the day and year in this indenture first above written.

CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Members of the Common Council

(SEAL) Attest:

Allen H. Wright,

City Clerk.

THE HILLCREST COMPANY

By _____

I hereby approve the form of the within lease, this ____ day of November, 1913.

T. B. COSGROVE, CITY Attorney.

By _____

deputy city attorney.

ABOVE AND FOREGOING
(THE/ LEASE IS INOPERATIVE - LESSEE HAS NEVER SIGNED SAME). (This lease copied in error).

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Document No. 69425.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 12th day of January, 1914, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and Frank Mitchell, of the County of San Diego, State of California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries and providing for the government, management, and control thereof," approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point where the north line of Dickens Street intersects the mean high tide line of San Diego Bay; thence southeast on the north line of Dickens Street produced 100 feet; thence southwest 25 feet; thence northwest 100 feet to the line of mean high tide; thence northeast 25 feet to the point or place of beginning.

To have and to hold the said premises for the term of Ten years from and after the 12th day of January, 1914, at a monthly rental of One Dollar (\$1.00), payable in advance in Gold Coin of the United States at the office of the Superintendent of the Department of Finance, Ways and Means, of the City of San Diego, on the twelfth day of each and every month during said term, but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease, acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed by the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of wharves and other buildings to be used in the fishing business of the said lessee.

(2) Said lessee shall have the right to construct railroad tracks upon said wharves and shall also have the right to the use of the waters of the Bay of San Diego immediately adjacent for the purpose of allowing vessels to dock at said wharves.

(3) That nothing herein contained shall limit the power of the City of San Diego to

build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the said City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at his own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which he may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect sea walls and docks and wharves along, in front of, or over, said demised premises, and the right to lay water pipe or railway tracks across said property, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That this said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that said lessee shall fail to carry on and maintain the wharves, and necessary buildings incidental to the use of said wharves and general commercial purposes, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void and the said lessee shall remove from said demised premises and shall have no other right or claim thereto, provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and said lessee, in accepting this lease, hereby acknowledges the right of the said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto affixed his hand the day and year first hereinabove written.

CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

Attest:

Allen H. Wright

City Clerk

Hugh A. Sanders

Deputy.

Frank Mitchell

Lessee.

I hereby approve the form of the within lease, this 16th day of January, 1914.

T. B. COSGROVE

City Attorney

By Arthur F. H. Wright,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and FRANK MITCHELL, lease tide lands, being DOCUMENT No. 69426.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS INDENTURE, made and entered into this 17th day of February, A. D. 1914, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and George A. Hensley, of the City of San Diego, State of California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Commencing at a point 60 feet south of the intersection of the south line of Grape Street with the line of mean high tide; thence west to the bulkhead line; thence southerly along the said bulkhead line 40 feet; thence east to the line of mean high tide; thence north 40 feet, more or less, along the line of mean high tide to the point or place of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of fifteen years from and after the 26th day of January, A. D. 1914, at a monthly rental of Five Dollars (\$5.00) payable monthly in advance in gold coin of the United States, at the office of the Finance Department of said City of San Diego, on 26th day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said Lessee; and the said lessee in accepting this lease acknowledged the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintenance thereon of a machine shop, with the right to construct and maintain thereon marine ways, wharves and other structures necessary or convenient for conducting and carrying on the said business; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that said lessee shall fail to carry on said machine shop, and shall fail to maintain on the premises such marine ways, buildings, wharves or other structures as may be necessary to the conducting of said business or to the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessee shall remove from said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of the said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San

Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has caused these presents to be executed by its officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

Geo. A. Hensley

Lessee

(SEAL) Attest:

Allen H. Wright,

City Clerk

I hereby approve the form of the within lease, this 3rd day of March A. D. 1914.

T. B. Cosgrove

City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between CITY OF SAN DIEGO, CALIFORNIA and GEO. A. HENSLEY, for certain tide lands, being DOCUMENT NO. 72547.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

THIS INDENTURE, made and entered into this 17th day of February, A. D. 1914, by and between the City of San Diego, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as the City, and M. S. Goularte, of the City of San Diego, State of California, hereinafter designated as the lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessee all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at the intersection of the south line of Grape Street with the line of mean high tide; thence west to the bulkhead line; thence southerly along the bulkhead line 60 feet; thence east to the line of mean high tide; thence northerly along the line of mean high tide 60 feet, more or less, to the point or place of beginning.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessee for the term of fifteen years from and after the 26th day of January, A. D. 1914, at a monthly rental of Five Dollars (\$5.00), payable monthly in advance in gold coin of the United States, at the office of the Finance Department of said City of San Diego, on the 26th day of each and every month during said term; but the right of the Common Council

to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessee; and the said lessee in accepting this lease acknowledges the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the conducting and maintaining thereon of a boat building business and machine shop, with the right to construct and maintain thereon marine ways, wharves and other structures necessary or convenient for conducting and carrying on the said business; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which it may have erected or placed thereon; provided, however, that said lessee shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessee have the right to sublet the leased premises, or any part thereof.

(6) That the lessee will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that said lessee shall fail to carry on the said boat building business and machine shop, and shall fail to maintain on the premises such marine ways, buildings, wharves, or other structures as may be necessary to the conducting of said business or to the fulfilling in any way of the uses and purposes for which the said premises are leased

as above stated, then this obligation shall terminate and be void, and the said lessee shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessee in accepting this lease hereby acknowledges the right of the said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessee has hereunto set his hand, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council

(SEAL) Attest:

Allen H. Wright,

City Clerk

M. S. Goularte

Lessee

I hereby approve the form of the within lease, this 5th day of March A. D. 1914.

T. B. Cosgrove

City Attorney

By S. J. Higgins,

Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between THE CITY OF SAN DIEGO, CALIFORNIA and M. S. GOULARTE, for certain tide lands, being Document No. 72548.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

LE A S E

THIS INDENTURE, made and entered into this 4th day of February, 1914, between the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as The City, and the FENTON-SUMPTION-BARNES COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of California, with its principal place of business in the City of San Diego, State of California, hereinafter designated as The Lessee, WITNESSETH:

THAT the said City does by these presents demise and lease unto the said Lessee all those lands bordering on and extending into the Bay of San Diego, and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain act of the Legislature, entitled as follows: "An Act Conveying Certain Tide Lands and Lands Lying Under Navigable Waters Situate in the Bay of San Diego in the City of San Diego, in Furtherance of Navigation and Commerce and the Fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and

more particularly described as follows; to-wit:

Beginning at a point where the West line of Seventh Street intersects the southwesterly line of the California Southern Railway's right-of-way; thence south one degree nine minutes east sixteen (16) feet; thence south forty-six degrees forty-five minutes west two hundred eighty-six and two tenths feet; thence north fifty-seven degrees thirty-six minutes west one hundred forty-seven and fifty-five hundredths (147.55) feet; thence north forty-six degrees forty-five minutes east three hundred (300) feet to the southwesterly line of the California Southern Railway's right-of-way; thence south fifty-seven degrees thirty-six minutes east one hundred thirty-five and forty-five hundredths (135.45) feet along said right-of-way to the point of beginning.

All in accordance with the blue print attached hereto, made a part hereof and marked "Exhibit A".

The term of said lease shall be for a period of twenty-five (25) years from and after the 1st day of November, 1912, at the yearly rental of Three Hundred (\$300.00) Dollars, payable in gold coin of the United States in equal monthly installments of Twenty-five (\$25.00) Dollars each on the first day of each and every month during said term, in advance.

AND IT IS HEREBY AGREED between the said parties to this lease that said lease shall be granted and accepted under the further terms and conditions hereinafter provided, to-wit:

(1). That the uses and purposes to which said leased premises shall be applied are as follows:

The conducting thereon by said Lessee of the business of handling sand, crushed rock, gravel, lumber, iron, steel, cement, lime, brick, and all other building materials, and the maintenance thereon of mills, factories, warehouses, sheds, offices, and all other structures necessary for the conduct of said business; and for such further uses as are necessary and proper to the conduct of such business.

(2). That said Lessee shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leased; and the right and privilege of erecting thereon a wharf from said above described land to the pierhead line in the Bay of San Diego, as shown on "Exhibit A," attached hereto; provided, that said work shall be done in accordance with the statutes and regulations of the United States Government and of the State of California, and the ordinances of the City of San Diego; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3). That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchises by the said city, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said Lessee to remove at its own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon; provided, however, that said Lessee shall not be disturbed in the possession and use of said

premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4). That said City reserves the right to erect sea walls and docks and wharves and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided only that said Lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5). That the said City reserves the right to readjust and increase the rentals provided for herein, at any time whenever the said City shall adopt any general plan or rule providing for the readjustment of rents along the water-front of said Bay; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden, or discrimination upon or against said Lessee.

(6). That this said Lease shall not be assignable or transferable, nor shall the said Lessee have the right to sublet the leased premises, or any part thereof.

(7). In the event that the said Lessee shall fail to carry on the business of handling sand, crushed rock, gravel, lumber, iron, steel, cement, lime, brick, and all other building materials, and the maintenance thereon of mills, factories, warehouses, sheds, offices and all other structures necessary for the conduct of said business, or to fulfill in any way the uses and purposes for which the premises are leased as above stated, then this obligation shall terminate and be void, and the said grantee shall remove from said demised premises, and shall have no other right or claim thereto; provided nothing herein contained shall prevent the Common Council of the City of San Diego at any time by ordinance from changing, modifying or annulling this lease, as, in its judgment may seem proper.

IN WITNESS WHEREOF, these presents have been executed the day and year first above written, in behalf of the City of San Diego by the members of its Common Council, and by Fenton-Sumption-Barnes Company, the Lessee.

CITY OF SAN DIEGO, CALIFORNIA

By D. K. Adams

O. M. Schmidt

H. N. Manney

P. J. Benbough

Herbert R. Fay

Members of the Common Council.

(SEAL) Attest:

Allen H. Wright,

City Clerk

FENTON-SUMPTION-BARNES COMPANY

(SEAL) Attest:

H. W. Sumption

Secretary

By T. L. Barnes

Vice President.

(BLUE PRINT ATTACHED TO DOCUMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of LEASE, between THE CITY OF SAN DIEGO, CALIFORNIA and FENTON-SUMPTION-BARNES COMPANY, for certain tide lands, being Document No. 72638.

Allen H. Wright,

City Clerk of the City of San Diego, California.

By Y. A. Jacques Deputy.

L E A S E

THIS INDENTURE, made and entered into this 13th day of April, A. D. 1914, by and between the City of San Diego, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and R. P. Shields and E. S. Shields, co-partners doing business as R. P. Shields & Son, of the City of San Diego, State of California, hereinafter designated as the Lessees, WITNESSETH:

That the said City does by these presents demise and lease unto the said lessees all those lands bordering and extending into the Bay of San Diego and being a portion of those lands conveyed to the City of San Diego by the State of California through the provisions of that certain Act of the Legislature entitled as follows: "An Act conveying certain tide lands and land lying under inland navigable waters situated in the Bay of San Diego, in the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof", approved on the first day of May, 1911, and more particularly described as follows, to-wit:

Beginning at the intersection of the south line of A. R. Robbins' lease of the tide lands of the City of San Diego, California, with the line of mean high tide of the Bay of San Diego, said point being 75 feet south of the southeasterly line of Elm Street, of said City; thence west along the south line of said A. R. Robbins' lease and parallel with the north bulkhead line of Municipal Reclaimed Tide Lands, to the United States Bulkhead line; thence southeasterly along the said United States Bulkhead line to the said north bulkhead line of the Municipal Reclaimed Tide Lands; thence east along said Municipal Bulkhead line to the line of mean high tide of the Bay of San Diego; thence northerly along said mean high tide line to the place of beginning, according to plat marked "Exhibit A", and attached to Document No. 73681, on file in the office of the City Clerk of said City.

To have and to hold the said premises and each and every part and parcel thereof unto the said lessees for the term of ten (10) years from and after the first day of April, 1914, at a monthly rental of Ten Dollars (\$10.00), payable monthly in advance in gold coin of the United States, at the office of the Department of Finance, Ways and Means of said City of San Diego, on the first day of each and every month during said term; but the right of the Common Council to change or increase said rent, at any time, or as often as the Common Council may be advised, is hereby expressly reserved to the City; provided, however, that said City shall never charge for the use of said premises any unreasonable rate or toll, nor make nor suffer to be made any unreasonable charge, burden or discrimination upon or against said lessees; and the said lessess in accepting this lease acknowledge the right of the said City to readjust and increase the rental at any time as hereinabove provided.

And it is hereby agreed between the parties to this lease that it is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That said premises shall be used as follows:

For the erection and maintenance thereon of a warehouse for the purpose of storing tools, machinery and other equipment, with the right to construct and maintain thereon wharves and other structures necessary or convenient for the purpose above mentioned, and

for the handling of lumber and other building materials; the said wharves, buildings or other structures to be so constructed to meet with the approval of the Superintendent of Police and Harbor Affairs of the City of San Diego.

(2) That said lessees shall have the right and privilege of reclaiming and filling in with material taken from the bottom of the Bay, and not with any material brought in from outside the Bay, all or any portion of said premises hereby leases; and provided further that no work shall be done upon nor use made of said premises that will materially decrease the amount of tidal waters of the Bay of San Diego.

(3) That nothing herein contained shall limit the power of the City of San Diego to build, maintain, own and operate any railroad or railroads across said premises, or to hereafter grant franchises to any person or corporation for the construction, maintenance and operation of any railroad or railroads across said premises, provided that such person or corporation, granted such franchise by the City, shall bear all expense of making any crossing or crossings and their equitable share in the costs of maintaining the same, the said lessees to remove at their own cost and expense from any such premises so granted for railroad purposes, any buildings or materials which they may have erected or placed thereon; provided, however, that said lessees shall not be disturbed in the possession and use of said premises to any greater extent than is necessary for the construction and maintenance of such railroad.

(4) That said City reserves the right to erect seawalls and docks and wharves along, in front of, or over said demised premises and to make such other improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation, commerce and the fisheries, and of the dockage of vessels on said premises, at any time and in such manner as may be provided in any general plan for harbor improvements adopted by said City; provided, only that said lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvements.

(5) That the said lease shall not be assignable or transferable, nor shall the said lessees have the right to sublet the leased premises, or any part thereof.

(6) That the lessess will pay the rent herein provided or such further or different rate as may be provided, as the same shall accrue.

(7) In the event that the said lessees shall fail to erect said building or structures, and said wharf, as hereinabove mentioned, or shall fail in the fulfilling in any way of the uses and purposes for which the said premises are leased as above stated, then this obligation shall terminate and be void, and the said lessees shall remove from the said demised premises and shall have no other right or claim thereto; provided that nothing herein contained shall prevent the Common Council of the City of San Diego, from changing, modifying or annulling this lease by ordinance at any time, as in its judgment may seem proper; and the said lessees in accepting this lease hereby acknowledge the right of said Common Council to change, modify or annul this lease at any time, as herein provided.

IN WITNESS WHEREOF a majority of the members of the Common Council of the City of San Diego have hereunto set their hands on behalf of the City of San Diego, and the said lessees have hereunto set their hands, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

