

do the whole work, at the price for which the same is awarded, upon giving the bond as hereinafter provided; and they shall commence said work within ten days from the first publication last above mentioned; and shall prosecute it diligently and continuously, and complete it within the time limited in the contract, or within any extended time; but should the said property owners fail to commence the said work within said ten days, or fail to prosecute the same diligently or continuously, in the judgment of said Superintendent, or complete it within the time prescribed in the contract, or within such extended time, then it shall be the duty of said Superintendent to enter into a contract with the original bidder to whom the contract was first awarded, to do said work or complete the same, as the case may be, provided said original bidder, within five days after notice thereof, elect to take said contract; but if he refuse to take said contract, then the said Superintendent shall report the same to the Board of Supervisors, who shall, without further petition on behalf of the property owners, order the Clerk of the Board of Supervisors to advertise for bids, as in the first instance, and re-let the contract, in the manner hereinbefore provided. *And it is further provided*, that all contractors for street work shall, at the time of entering into said contract, execute a bond, payable to the City and County of San Francisco, with two or more sureties, in the sum of not less than one thousand dollars, and in such additional amount as may be fixed by said Superintendent, conditioned for the faithful performance of said contract, and said sureties shall justify in double the amount of the penalty fixed in said bond; such sureties to justify before said Superintendent or his deputy. And the qualifications and responsibility of such sureties shall be the same as are now prescribed for sureties on the official bonds of the officers of said City and County of San Francisco. *And it is further provided*, that the City and County of San Francisco, or any person suffering damage by reason of the breach of said contract, may sue on said bond; *it is further provided*, that it shall be the duty of said Superintendent to collect from the contractors, before any contract is signed, the expense of publication of the notices mentioned in this Act. [Amended April 4, 1870.]

SEC. 7. The Superintendent of Public Streets and Highways is hereby authorized, in his official capacity, to enter into all written contracts, and to receipt all bonds authorized by this Act, and to do any other acts, either expressed or implied, that pertain to the Street Department under this Act; and said Superintendent shall fix the time for the commencement and completion of the work under all contracts entered into by him, and may extend the time so fixed from time to time under the direction of the Board of Supervisors. And in all cases where the Superintendent, under the direction of said Board, has extended the time for the performance of contracts, the same shall be held to have been legally extended. And whenever, in any contract heretofore made, the said Superintendent has fixed the time for doing the work, or has extended the same, such acts shall be deemed and held to have been legally done, and it shall so be held in all the Courts of this State; but this provision shall not apply to any contracts the work under which has not been commenced. The work provided for in section three of this Act must, in all cases, be done under the direction and to the satisfaction of the Superintendent, and the materials used shall be such as are required by the said Superintendent; and all contracts made therefor must contain this condition, and also express notice that in no case (except where it is otherwise provided in this Act) will the City and County be liable for any portion of the expense, nor for any delinquency of persons or property assessed. The assessment and apportionment of the expenses of all such work, in the mode herein provided, shall be made by the said Superintendent of Public Streets and Highways. [Amended April 25, 1863.]

SEC. 8. *Subdivision One.* The expense incurred for any work authorized by section three of this Act, shall be assessed upon the lots and lands fronting thereon, except as hereinafter specially provided, each lot or portion of lot being separately assessed, in proportion to its frontage, at a rate per front foot sufficient to cover the total expense of the work.

*Subdivision Two.* The expense of all improvements (except such as done by contractors under the provisions of section fourteen of this Act), until the streets, street-crossings, lanes, alleys, places or courts are finally accepted, as provided in section twenty-one of this Act, shall be assessed upon the lots and lands, as provided in this section, according to the nature and character of the work; and after such acceptance, the expense of all work thereafter done thereon shall be paid by said city and county out of the Street Department Fund; and if said fund shall not be sufficient to defray such expenses, the Board of Supervisors may transfer from the General Fund to the Street Department Fund sufficient money to meet any deficiency.

*Subdivision Three.* The expense of work done on main street crossings, except such as are provided for in subdivision eight of this section, shall be assessed upon the four quarter-blocks adjoining and cornering on the crossing; and each lot or part of a lot, in such quarter-blocks, fronting on such main street, shall be separately assessed, according to its proportion of frontage on the said main street.

*Subdivision Four.* Where a main street terminates at right angles in another main street, the expense of the work done on one-half the width of the street opposite the termination shall

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