

the Clerk of said Board of Supervisors to again post said notice, and publish the same, as in the first instance. All proposals shall be accompanied with a check, payable at sight, on a bank or banking house in said city and county, duly certified, for the sum of five hundred dollars, United States gold coin, payable to the order of the Clerk of the Board of Supervisors, and to be approved by him; and if the bidder, to whom the contract was awarded, shall, for ten days thereafter, fail or neglect to enter into a contract as hereinafter provided, and to commence said work within five days thereafter, it shall be the duty of said Superintendent of Public Streets, Highways, and Squares to certify such failure on the part of said bidder to the Clerk of the Board of Supervisors, who shall thereupon draw the money due on said check and pay it over to the Treasurer of the City and County of San Francisco, to be by him placed to the credit of the Street Department Fund. *It is further provided*, that all persons, owners included, who shall fail to enter into any contract as herein provided, or to complete the contracts entered into, are hereby prohibited from bidding a second time for the same work; and in case of owners, they are hereby prohibited from electing to take the same work a second time, and from entering into any contract concerning the same. Notice of such award shall be published for three days (Sundays and non-judicial days excepted), and within five days after the first publication of said award, the owners of a majority of the frontage of lots and lands liable to be assessed for said work or their agents, and who shall make oath that they are such owners or the agents of such owners, may elect to do the said work, and enter into a written contract to 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 fifteen days from the first publication last abovementioned, 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 contractor or the property owners fail to prosecute the same diligently or continuously, in the judgment of the said Superintendent of Public Streets, Highways, and Squares, or complete it within the time prescribed in the contract or within such extended time, then it shall be the duty of said Superintendent of Public Streets, Highways, and Squares to 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 relet 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 of Public Streets, Highways, and Squares, 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 of Public Streets, Highways, and Squares, or his Deputy, and the qualifications and responsibility for 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 all contractors for street work, at the time of entering into contract, and giving the bond as hereinbefore provided shall, in addition, execute a proper bond, with two good and sufficient sureties, who must be freeholders of said City and County of San Francisco, in the sum of five hundred dollars (said sureties to justify in double the amount), conditioned, that in case of the non-fulfillment of the contract, said sum shall be sued for and collected, as liquidated damages to said City and County of San Francisco, for such failure and neglect; and it shall be the duty of the City and County Attorney to sue for and collect said sum in any Court of competent jurisdiction, and pay the same into the city and county treasury to the credit of the Street Department Fund.

SEC. 7. The Superintendent of Public Streets, Highways, and Squares 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 express or implied, that pertain to the Street Department under this Act; and said Superintendent of Public Streets, Highways, and Squares 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 it shall be the duty of the Superintendent of Public Streets, Highways, and Squares, on the execution of a contract to perform street work or on the passage of a resolution by the Board of Supervisors directing an extension of time to be granted to complete a contract, to cause the same to be recorded in the office of the County Recorder of the City and County of San Francisco, and in issuing a certificate of an extension of time to be recorded, and to specify in the same the number of the resolution of the Board of Supervisors, the date thereof, and the number of days granted for completion of the contract, a general description of the work, with the date of indorsement of said extension upon the original contract; and prior to the execution of a contract, and prior to granting or indorsing upon a contract as aforesaid any extension of time, to collect from said contractor or his assigns the sum of three dollars for each contract, and the sum of fifty cents for each and every extension of time. And the County Recorder of the City and County of San Francisco shall cause books of record to be prepared, to be entitled "Record of Street Contracts," in which all contracts for the performance of street work, and all extensions of time granted by the Board of Supervisors, as certified to by the Superintendent of Public Streets, Highways, and Squares shall be recorded; said books to be properly arranged and indexed, so as to facilitate reference

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