

This Indenture of two parts, made this eighteenth day of April, in the year Eighteen hundred and sixty, by and between the City of Cambridge, a body corporate duly established under the laws of the Commonwealth of Massachusetts, of the first part, and Patrick Heiman, of Chelsea, in the County of Suffolk, in said Commonwealth, Contractor, of the second part. Witnesses:

That the said Heiman, in consideration of the covenants, promises and agreements of the said City of Cambridge hereinafter contained, doth for himself and his Executors and Administrators, covenant, promise and agree to and with the said City of Cambridge, that he, the said Heiman, shall and will, in good and workmanlike manner, and to the best of his skill and ability, with the assistance of other skilful and competent persons, to be by him employed and paid, furnish all the materials, and well and substantially do all the work of filling Prison Point Bridge solid, from the present South Westerly abutment of said Bridge to the Commissioners' line, according to the lines and grade to be given by the City, and the Specifications hereto annexed, as the same have been altered by the City Clerk of said City, as appears by his inclosed memorial thereon, which Specifications are to be referred to and taken as a part of these presents, to all intents and purposes, as if the same were herein at length recited.

The whole of said work is to be performed and all the materials of every description whatsoever furnished therefor, in conformity with said Specifications, and under the superintendence of the Committee on Roads and Bridges, hereinafter mentioned, or such person, or persons, as the said Committee shall designate; and each entrance to said Bridge to be protected by a barrier and lights, by and at the expense of said Heiman.

The said Heiman further covenants, promises and agrees that the work of resaid shall be forthwith commenced, and the whole thereof shall be completed, on or before the first day of September next ensuing the date hereof; and furthermore that no charge of any kind shall be made to said City by the said Heiman, beyond the sum of Nine Thousand five hundred dollars, (except as hereinafter provided) unless said Committee on Roads and Bridges shall alter the above

mentioned Specifications by changes or omissions in, or additions to the same, in which case the value only of such changes, omissions or additions, shall be allowed by the said Committee and added to the amount to be paid under this contract, or deducted therefrom, as the case may require; it being expressly understood and agreed that no extra work of any kind shall be performed, nor any extra materials furnished, unless first authorized by the said Committee in writing; and that said Committee may, from time to time, upon the terms aforesaid, make any alterations, additions or omissions, in said Specifications, which said Committee shall deem expedient.

In consideration whereof, the said City of Cambridge covenants, promises and agrees to and with the said Patrick Hairman, that it, the said City, will well and truly pay, or cause to be paid unto the said Hairman the sum of Nine Thousand Five Hundred Dollars, in manner following, to wit: - such a sum monthly, as shall be certified by the Superintendent of Streets to said Committee, to be a just and proper amount to be paid for the work performed during the preceding month, less twenty per cent. of said amount, which proportion shall be retained, and paid when all the materials shall have been furnished, and all the work performed and finished as before written. And the said City further promises and agrees to pay to said Hairman such a sum, in addition to the above mentioned sum of Nine Thousand Five Hundred Dollars, as shall be a just and fair compensation for the increased number of piles to be driven for the foundation of the sea-wall, under and by virtue of the alteration made in said Specifications by the City Clerk, as aforesaid.

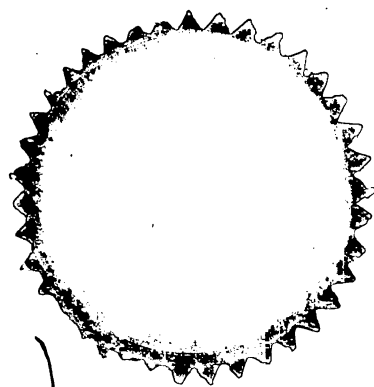
And it is further mutually understood and agreed that if, in the opinion of said Committee, the work aforesaid, or any portion thereof, shall at any time, not be in such a state of forwardness, or if the materials aforesaid, or any portion thereof, when furnished, shall not be of such proper quality, as will ensure the completion of said work, in the manner and with such materials and at such time as are expressed in this agreement and the above mentioned Specifications, then it shall be lawful for the said Committee

forthwith to proceed to cause the work so improperly performed, to be executed in a proper manner, to supply proper materials for those of improper quality or not seasonably furnished, and to employ such additional workmen as they may deem expedient, by day's work, or otherwise, properly to forward and complete the work, at the sole charge and expense of the said Heiman, without prejudice to the right of said City to recover damages of the said Heiman for breach of this agreement: Provided always that notice in writing shall be given to said Heiman, at least four days before employing such additional workmen, or procuring such additional or proper materials. And the whole expense so incurred, in supplying materials and executing the whole of said work, shall be allowed and paid to said City by said Heiman, entirely, by, in accordance with the decisions of said Committee.

In witness whereof the said City of Cambridge has caused its corporate name to be subscribed and its common seal to be affixed hereto, and these presents to be subscribed by John B. Atwell, Samuel Stacomb, Israel Tibbatts, Albert Stevens and John C. Farnham, the Committee on Roads and Bridges of said City for the current municipal year, hereunto duly authorized by a vote of the City Council, and the said Patrick Heiman has likewise set his hand and seal, the day and year first above written.

In presence of
Justin A. Jacobs.

The City of Cambridge
J. B. Atwell
S. Stacomb
J. C. Farnham
Albert Stevens
Israel Tibbatts



Committee
on
Roads & Bridges.

Patrick Heiman

City of Cambridge.

NOTICE TO CONTRACTORS.

ADDITIONAL PROPOSALS will be received by the Joint Committee on Roads and Bridges, until Wednesday, the 28th inst., at 12 o'clock, M., for furnishing all the materials and doing all the work of filling Prison Point Bridge solid, from the present south-westerly abutment of said Bridge to the Commissioners' line, according to the following

AMENDED SPECIFICATIONS:

To grade with suitable earth and gravel, to a width of *forty* feet, to the level of the Boston and Lowell Railroad at the crossing next said Bridge; the road-bed to be covered with at least one foot of good stone or coarse gravel upon the surface; to make suitable earth slopes on each side of said embankment, and cover the same with slate-stone rubble one foot in depth, from low water to high water, on a slope not sharper than eighteen inches horizontal to twelve vertical; to build a suitable sea-wall at the easterly end of said embankment, adjoining the Commissioners' line, nine feet thick at the bottom and four feet thick at the top; said wall to be ninety feet long at the bottom and sloping upwards from each end, so that fifty feet in length at the top shall be brought up within eighteen inches of the level of the Boston and Lowell Railroad, at the crossing above mentioned; said wall to be built upon a pile foundation, consisting of four rows of piles, so driven as to be not more than ^{three} ~~four~~ feet from centre to centre, lengthwise of the wall; said wall to be well ballasted with slate-stone ballast, of not less than six tons of ballast to each foot in length of the wall where it is brought up to the full height, and with a proportional quantity upon the side slopes of the wall; the Commissioners' line and the side lines of the embankment to be given by the City; not more than two hundred feet in length to be filled at the southerly end before the wall is laid and ballasted, and the remainder to be filled from the wall towards the southerly end.

The whole to be completed in a workmanlike manner, on or before the first day of September next.

The right to reject any proposals is reserved. Proposals to be endorsed "Proposals for Prison Point Bridge," and addressed to

JOHN B. ATWILL, Chairman,
City Clerk's Office, City Hall.

The word "four" stricken out, and
"three" inserted.
John A. Jacobs, City Clerk.

Contract

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Prison Point - Bridge.

April 10. 1860.

Patrick Kiernan.