

AN ORDINANCE **35467**

REPEALING ORDINANCE NO. 35379, APRIL 27, 1967,  
AN AUTHORIZING EXECUTION OF A NEW CONTRACT WITH  
THE SAN ANTONIO CHAMBER OF COMMERCE PERTAINING  
TO CONSTRUCTION OF A BUILDING TO HOUSE THE CITY'S  
TOURIST INFORMATION CENTER AND CHAMBER OF COMMERCE  
OFFICES, SAID BUILDING TO BE LEASED BY THE CITY  
TO THE CHAMBER OF COMMERCE FOR A TERM OF 25 YEARS.

\* \* \* \*

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. That Ordinance No. 35379, passed and approved on April 27, 1967, is hereby repealed.

SECTION 2. That the City Manager is hereby authorized to execute a contract between the City of San Antonio and the San Antonio Chamber of Commerce pertaining to the construction of a building to house the City's Tourist Information Center and Chamber of Commerce offices; the land and completed building to be leased by the City to the San Antonio Chamber of Commerce for a period of 25 years.

SECTION 3. A copy of said contract is attached hereto and incorporated herein by reference for all purposes.

PASSED AND APPROVED this 25<sup>th</sup> day of May, 1967.

ATTEST:

*asst* James Kenny  
City Clerk.

John N. Galt  
MAYOR. *Pro-tem*

APPROVED AS TO FORM: William R. Ward  
City Attorney

Chamber of Commerce Bldg:

Comprehensive Auto - Period: 8/1/68 to 1/71 - \$ 639.10

Comprehensive General Liability - Period: 8/1/68 to 8/1/69 - \$ ~~50.00~~ 26.00

Insurance

*City's copy*

STATE OF TEXAS    §  
                          §  
COUNTY OF BEXAR  §

KNOW ALL MEN BY THESE PRESENTS:

This agreement by and between the City of San Antonio, hereinafter called "City", and the San Antonio Chamber of Commerce, hereinafter called "Chamber", executed pursuant to Ordinance No.

35467, MAY 25, 1967.

W I T N E S S E T H:

The City hereby demises the premises at the southeast corner of South Alamo Street and East Commerce Street in the City of San Antonio, Bexar County, Texas, more particularly described on the attached sheet which is marked Exhibit A and made a part hereof for all purposes, to said Chamber to be used as the City-operated Tourist Information Center and as the Chamber's offices pursuant to the following provisions:

1. The term of this lease is for a 25-year period beginning on the date that the City's Director of Public Works certifies that the building for the Tourist Information Center and the Chamber's Offices which is to be constructed on the leased premises is ready for occupancy.

2. Title to the aforesaid site will be obtained by the City and will remain in the City.

3. Prior to the award of the construction contract for the Tourist Information Center and Chamber offices, the Chamber will deposit funds in a special bank account of the City at the Frost National Bank of San Antonio, hereinafter called the "Bank", and will also furnish the City with an irrevocable letter of credit from the Bank, that the Bank will honor all documentary demands for payment presented to the Bank by the City to pay for the cost of construction of said building as needed from time to time. The amount of the Bank's obligation under said letter of credit shall be equal to but shall not exceed an amount equal to the total construction cost of the proposed building stated in the construction contract to be awarded, reduced by the total of the funds

deposited by the Chamber in the City's special account at the Bank. The Bank will not pay interest or other time charges on the funds deposited by the Chamber to the City's said special account.

4. City will provide the site and the necessary architectural and engineering services for the construction of the building and will provide the maintenance of the grounds around the building.

5. City will let the contract for the construction of said building in the same manner as it does in the case of other public works contracts using the City's general form construction contract. Said building will be constructed in accordance with the plans and specifications for the Tourist Information Center and Chamber offices prepared by architects Thomas Noonan & Associates and Engineer Robert A. Kroker, dated April 19, 1967, and identified as Job No. 1105.

6. This lease covers the above described land and the improvements including those to be constructed thereon except that an estimated 7,000 square feet of space to be selected by the City is retained in said building for its use as its Tourist Information Center. The exact amount and location of the space reserved by the City for its use will be redetermined annually by agreement at the same time that the Civic Advertising Funds for the ensuing year are approved by the City Council.

7. Initially City will pay to Chamber an amount equal to \$4.00 per square foot per year for the space used for its Tourist Information Center pursuant to Paragraph 6 above, in equal monthly installments, payable on or about the 10th of the month for which the payment is made; however, the amount to be paid to Chamber shall be redetermined annually by agreement at the same time that the Civic Advertising funds for the ensuing year are approved by the City Council. Said redetermination shall take into consideration any substantial difference in the amount of space being utilized by the City for its Tourist Information Center. Likewise the rate per square foot which is used in determining the amount to be paid shall be redetermined annually at the same time. The City's obligation to make the payments provided for above shall

commence when the building is certified by the City's Director of Public Works as ready for occupancy and occupied by its Tourist Information Center. Payment for the City's first month of occupancy shall be prorated if said occupancy is for a period of less than 30 days. City will provide at its expense the maintenance of the grounds around the building and pay the payments provided for in this paragraph but will bear no other expense during the term of this lease.

8. Chamber shall be responsible for all other expenses including utilities and maintenance and operation of the building and shall provide at all times during the terms of this lease fire and extended insurance coverage thereon, in amounts agreed upon from time to time between the City Manager and the General Manager of the Chamber and public liability insurance covering the entire premises with (minimum) limits for death or personal injuries of \$50,000.00 for one person and \$100,000.00 for one accident and \$5,000.00 for property damage. The policies shall name the Chamber and the City as insureds as their interest may appear. Said policies shall provide that both parties shall receive 30 days' written notice of any cancellation or alterations of said policies. Certificates of insurance or other satisfactory evidence of this insurance coverage shall be filed with the City Clerk.

9. The consideration for this lease is the amount paid for the construction of the improvements.

10. Chamber shall not alienate or encumber the premises in any way, and it shall not assign or sublease any portion of the lease or the premises without prior written approval of City evidenced by appropriate ordinance.

11. Any alterations or additions to the building shall require prior written approval of the City Manager.

12. Parking areas on the premises shall be reserved primarily for tourists and shall be subject to the control of the Chamber

but not less than 16 spaces shall be for tourist parking only.

Executed in duplicate this 25<sup>th</sup> day of MAY, 1967.

CITY OF SAN ANTONIO

Attest:

James Kenny  
asst City Clerk.

By: [Signature]  
City Manager

SAN ANTONIO CHAMBER OF COMMERCE

ATTEST:

T. J. Peters  
Secretary.

By: [Signature]



Scale: 1" = 20'

E. COMMERCE STREET

S 75° 35' 57" E

213.50'

209.50'

P.C.

4.00'

92.00'

N 14° 24' 03" E

19,151 S.F.  
(0.440 Ac.)

N 75° 35' 57" W

187.50'

S 77° 40' 45" W  
24.63'

S 14° 24' 03" W

80.92'

ALAMO STREET

S.

TOURIST INFORMATION CENTER AND CHAMBER OF COMMERCE SITE  
For The City of San Antonio, Texas

Being 0.440 acres of land out of portions of Lots A1, A2,  
A10, A11 and A14, NCB 872, San Antonio, Bexar County, Texas

May 25, 1967

HAGGARD, GROVES and ASSOCIATES, Inc.

TOURIST INFORMATION CENTER  
AND CHAMBER OF COMMERCE SITE  
FOR THE CITY OF SAN ANTONIO, TEXAS

Field Notes Description for 0.440 acres of land out of portions of Lots A1, A2, A10, A11 and A14, N.C.B. 872 in the City of San Antonio, Bexar County, Texas, being more fully described by metes and bounds as follows:

Beginning at a point in the proposed South line of East Commerce Street, said point of beginning bears N 75°14'04" W 810.7' from the intersection of the South line of East Commerce Street with the East line of Rusk Street and said point of beginning is the Northeast corner of the tract herein described;

Thence S 14°24'03" W 80.92', along a retaining wall and its line of extension, to an angle point in said retaining wall;

Thence S 77°40'45" W 24.63' along the continuation of said retaining wall to another angle point in said retaining wall;

Thence N 75°35'57" W 187.50', along the continuation of said retaining wall and its line of extension to a point in the Southwest corner of the tract herein described;

Thence N 14°24'03" E 92.00', to a point in the Northwest corner of the tract herein described;

Thence S 75°35'57" E 209.50', to the point of beginning and containing 0.440 acres (19,151 sq. ft.) of land, more or less.

  
Alvin L. Groves, P.E.  
May 25, 1967

*file*

# CITY OF SAN ANTONIO

## Interdepartment Correspondence Sheet

TO: Mr. Ancil Douthit, Assistant City Manager

FROM: Bennett R. Bolen, Director of Finance

COPIES TO: \_\_\_\_\_

SUBJECT: Ordinance Agreement on Chamber of Commerce Building

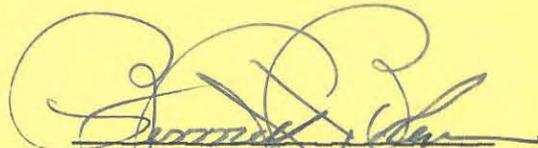
Date July 18, 1968

This is to call your attention to the fact that we are now holding four months billings for Chilled Water and Heating of the Chamber of Commerce building as follows:

March	\$ 107.59
April	371.24
May	822.29
June	<u>858.14</u>
Total	<u>\$2,159.26</u>

Until the attached Ordinance is approved by Council action, it will be impossible to pay the aforementioned bills.

It would be appreciated if this matter could be handled prior to July 31, 1968 in order that these outstanding bills can be included in the 1967-68 Fiscal Year.

  
Bennett R. Bolen  
Director of Finance

BRB:lcc

# CITY OF SAN ANTONIO

## Interdepartment Correspondence Sheet

TO: City Manager

FROM: City Attorney

COPIES TO: Director of Finance

SUBJECT: Amendment of Tourist Information Center Contract

Date April 12, 1968

Attached is a proposed ordinance, manifesting an agreement amending the contract with the Chamber of Commerce executed pursuant to Ordinance 35467 of May 25, 1967, prepared pursuant to your instructions.

The amending agreement would relieve the City of liability for rental payments for Tourist Information Center space and would relieve Chamber of responsibility for utilities, maintenance and insurance.

The memorandum dated April 2 from this office addressed to John Brooks, calling attention to the need for "adequate consideration", is attached. It appears that the additional expense to the City would exceed the estimated \$28,000 annual saving. (See list of estimated costs attached hereto.) The Department of Finance should be able to furnish more complete and qualified information.

HOWARD C. WALKER  
City Attorney

HCW:kgb

Attachments - 3

*Howard C. Walker*

# CITY OF SAN ANTONIO

## Interdepartment Correspondence Sheet

TO: John Brooks, Chief Administrative Assistant

FROM: City Attorney

COPIES TO: \_\_\_\_\_

SUBJECT: Maintenance Provisions of Tourist Information Center Contract

Date April 2, 1968

The pertinent provisions of the contract between the City and the Chamber of Commerce executed pursuant to Ordinance 35467 of May 25, 1967, are the following portions of paragraphs 7 and 8:

"City will provide at its expense the maintenance of the grounds around the building and pay the payments provided for in this paragraph but will bear no other expense during the term of this lease.

'8. Chamber shall be responsible for all other expenses including utilities and maintenance and operation of the building."

Paragraph 7 also contains the provision for payment of rental by the City to the Chamber for space used for the Tourist Information Center. Paragraph 8 contains the provisions for insurance to be carried by the Chamber, in addition to the provision quoted above.

If the subject contract is amended to relieve the Chamber of any of its obligations thereunder, the City should receive adequate consideration in return. Texas Constitution, Article III, Section 52, 53 and 55.

HOWARD C. WALKER  
City Attorney

BY:   
N. P. COSGROVE  
Senior Assistant City Attorney

HCW:NPC:kgb

*San Moot*  
*6-13 postponed 1 wk*

TOURIST INFORMATION CENTER  
AND CHAMBER OF COMMERCE SITE  
FOR THE CITY OF SAN ANTONIO, TEXAS

Field Notes Description for 0.440 acres of land out of portions of Lots A1, A2, A10, A11 and A14, N.C.B. 872 in the City of San Antonio, Bexar County, Texas, being more fully described by metes and bounds as follows:

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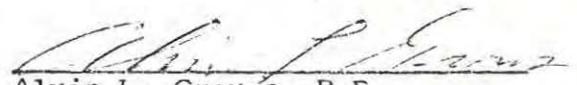
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Thence S 77°40'45" W 24.63' along the continuation of said retaining wall to another angle point in said retaining wall;

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Thence S 75°35'57" E 209.50', to the point of beginning and containing 0.440 acres (19,151 sq. ft.) of land, more or less.

  
Alvin L. Groves, P.E.  
May 25, 1967



Scale: 1" = 20'

E. COMMERCE STREET

S 75° 35' 57" E

213.50'

209.50'

P.C.

4.00'

92.00'

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ALAMO STREET

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187.50'

S.

TOURIST INFORMATION CENTER AND CHAMBER OF COMMERCE SITE  
For The City of San Antonio, Texas

Being 0.440 acres of land out of portions of Lots A1, A2,  
A10, A11 and A14, NCB 872, San Antonio, Bexar County, Texas

May 25, 1967

HAGGARD, GROVES and ASSOCIATES, Inc.



# FROST NATIONAL BANK

T. C. FROST, JR.  
PRESIDENT

POST OFFICE DRAWER 1600  
MAIN AT COMMERCE STREET  
SAN ANTONIO, TEXAS 78206

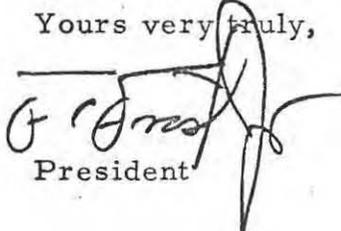
May 24, 1967

City of San Antonio  
San Antonio, Texas

Gentlemen:

This is an irrevocable letter of credit in the sum of \$356,719.00 and is to certify that there is on deposit and/or we have available funds for deposit in a demand account in our bank styled, "City of San Antonio, Special Chamber of Commerce Building Fund", being Account #071-846, the sum of \$356,719.00. We have been instructed by the San Antonio Chamber of Commerce that withdrawal from the said account may be made only by a properly authorized official of the City of San Antonio, and we will honor all such withdrawals until the said sum of \$356,719.00 is exhausted.

Yours very truly,

  
President

TCF, JR/sj

REVISED: 19 May 1967

C. PROPOSAL

TO

THE CITY OF SAN ANTONIO, TEXAS  
FOR  
CONSTRUCTION OF

TOURIST INFORMATION CENTER  
AND  
CHAMBER OF COMMERCE BUILDING

THE CITY OF SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those names herein; that this Proposal is made without collusion with any other person, firm, corporation; that bidder has carefully examined the Form of Contract, Instructions to Bidders, profiles, grades, specifications, and the plans therein referred to, and has -- carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein, and according to the requirements of the Architects and Engineers as therein set forth.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Architects and Engineers, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed in accordance with the terms of Standard Construction Contract Form prepared and furnished by the City of San Antonio, Texas.

It is understood and agreed that the work is to be completed in full not later than 30 March 1968.

Accompanying this Proposal is a Bid Guaranty in the amount of \_\_\_\_\_

Bid Bond - 5% of amount of bid Dollars (\$ \_\_\_\_\_), said amount being five percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the bidder and that the bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the bidder may, at any time prior to opening of the bids, withdraw this Proposal without penalty; it is also agreed that if bidder shall, at any time after opening of bids, withdraw this Proposal, or if this bid is accepted and bidder shall fail to execute the written contract and furnish satisfactory bond, as herewith provided, within ten (10) days after such acceptance, the City of San Antonio shall, in any of such events, be entitled and is hereby given

19 May 1967

the right to retain said Bid Guaranty as liquidated damaged. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

AMOUNT OF BID:

BASE BID for the construction of a Tourist Information Center and Chamber of Commerce Building, The City of San Antonio, Texas, in accordance with the plans and specifications and addenda thereto, for the sum of

Three Hundred Sixty Five Thousand Nine Hundred Nineteen Dollars (\$ 365 919<sup>00</sup> ).

ALTERNATE BID NO. 1, provide changes in plumbing, air conditioning, and electrical as set forth in Addendum No. 2 to specifications and per drawing sheet MEA (to provide for use of chilled and hot water from Central Plant in lieu of self-contained packaged multizone system provided in Base Bid), deduce the sum of

Nine Thousand Two Hundred Dollars (\$ 9,200<sup>00</sup> )  
from the Base Bid.

Signed <sup>by</sup> Darragh & Lyda, Inc President and H.A. Lott, Inc (a joint venture)  
by A.J. Jensen Vice Pres

Type of Business Corporation  
(Individual, Partnership, Corporation, etc.)

Address P.O. Box 1538  
San Antonio Texas 78205

Please return bidders <sup>bond</sup> check to Darragh & Lyda Inc & H.A. Lott Inc

Telephone No. DU 4-1770 Address Box 1538 San Antonio

Date May 23 1967

C-2

Add for Penmetal option - Add the sum of  
Twenty One Thousand Dollars \$ 21,000.00

CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS

RECEIVED

MAY 23 1967

4:35 PM

LEGAL DEPARTMENT  
CITY OF SAN ANTONIO, TEX.

TO: City Attorney  
FROM: Director of Public Works  
COPIES TO: City Manager, Controller, Engr. Div., Public Information Contract File  
DATE: May 23, 1967  
PROJECT: *Construction of the* Tourist Information Center and Chamber of Commerce Building

BID TABULATION RECEIVED: May 23, 1967

<u>Bidder</u>	<u>Base Bid</u>	<u>Alternate #1 (Deduct)</u>	<u>Total</u>
Darragh & Lyda, Inc. & H. A. Lott, Inc.	\$365,919.00	\$ 9,200.00	\$356,719.00
Barnett Development Co.	368,154.00	9,400.00	358,754.00
Guido Constr. Co.	374,999.00	8,900.00	366,099.00
Summit Constr. Co.	384,900.00	9,000.00	375,900.00
J. C. Worcester	397,800.00	9,300.00	388,500.00
O. A. Fessenden	398,318.00	9,056.00	389,262.00
Judson Phelps	398,000.00	9,000.00	389,000.00
Wallace Bond	398,450.00	8,900.00	389,550.00
Trenkebach & Son, Inc.	402,325.00	9,100.00	393,223.00

PLANS & SPECIFICATIONS PREPARED BY:  
RECOMMENDATION: Noonan & Krockner and Phelps & Simmons & Assocs., Architects  
Award contract to low bidder, Darragh & Lyda, Inc., & H. A. Lott, Inc. (joint venture)

SOURCE OF FUNDS: (leave sufficient space in ordinance to insert this information later)

REQUEST: Ordinance accepting low bid of Darragh & Lyda, Inc. & H. A. Lott, Inc., a joint venture, authorizing City Manager to execute standard public works construction contract, and appropriating funds as follows:

\$356,719.00 - payable to Darragh & Lyda, Inc. & H. A. Lott, Inc.

*FUND # 720 - Tourist Information Center*

COUNCIL MEETING DATE: Next Council meeting on Thursday, May 25, 1967.

*Judson Phelps*  
Director of Public Works

APPROVED AS TO FUNDS:

*[Signature]*  
Finance Department

~~No Staff~~

Consider an ordinance <sup>awarding</sup> ~~accepting~~  
~~the low~~ a contract to low bidder, <sup>in the amount</sup> ~~the amount~~ \$356,719  
on Tourist Information Center -  
Chamber of Commerce Building.

The following bids were received:

Copy Calculations

28

BID TABULATION

TOURIST INFORMATION CENTER  
AND  
CHAMBER OF COMMERCE BUILDING  
THE CITY OF SAN ANTONIO, TEXAS

Job No. 1105

May 23, 1967

<u>BIDDER</u>		<u>BASE BID</u>	<u>ALT. BID #1</u>
BARNETT DEVELOPMENT COMPANY	2	\$ <u>368,154.<sup>00</sup></u>	\$ <u>-9,400.<sup>00</sup></u>
WALLACE L. BOLDT, GENERAL CONTRACTOR	8	\$ <u>398,450.<sup>00</sup></u>	\$ <u>-8,900.<sup>00</sup></u>
DARRAGH & LYDA, INC. AND H. A. LOTT, INC. (A JOINT VENTURE)	1	\$ <u>365,919.<sup>00</sup></u>	\$ <u>-9,200.<sup>00</sup></u>
O. A. FESSENDEN, GENERAL CONTRACTOR	7	\$ <u>398,318.<sup>00</sup></u>	\$ <u>-9,056.<sup>00</sup></u>
GUIDO CONSTRUCTION COMPANY	3	\$ <u>374,999.<sup>00</sup></u>	\$ <u>-8,900.<sup>00</sup></u>
JUDSON H. PHELPS, GENERAL CONTRACTOR	5	\$ <u>392,000.<sup>00</sup></u>	\$ <u>-9,000.<sup>00</sup></u>
SUMMIT CONSTRUCTION COMPANY	4	\$ <u>384,900.<sup>00</sup></u>	\$ <u>-9,000.<sup>00</sup></u>
TRENKELBACH & SON, INC.	9	\$ <u>402,323.<sup>00</sup></u>	\$ <u>-9,100.<sup>00</sup></u>
J. C. WORCESTER & COMPANY	6	\$ <u>397,800.<sup>00</sup></u>	\$ <u>-9,300.<sup>00</sup></u>

~~365,919.~~  
~~- 9,200~~  
~~356,719.~~

~~24~~  
~~356,719~~  
~~15,300~~  
~~341,419~~

*Sam I. Love*  
CITY ATTORNEY

*Ord. 35468  
5/25/67*

# CONSTRUCTION CONTRACT

(GENERAL FORM)

STATE OF TEXAS, }  
COUNTY OF BEXAR, }  
CITY OF SAN ANTONIO, }

## CONTRACT FOR

### TOURIST INFORMATION CENTER AND CHAMBER OF COMMERCE BUILDING

1. THIS AGREEMENT made and entered into in San Antonio, Bexar County, Texas, between the City of San Antonio, a municipal corporation, in the State of Texas, hereinafter termed "City", and  
Darragh & Lyda, Inc., and H. A. Lott, Inc. (a joint venture)  
P. O. Box 1538  
San Antonio, Texas 78206,

hereinafter termed "Contractor", said agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Contractor,

Darragh & Lyda, Inc., a Texas Corporation, and H. A. Lott, Inc., a Texas Corporation, joint venturers.

2. WITNESSETH: That the parties hereto, each in consideration of the agreements on the part of the other herein made and referred to, have covenanted mutually, and hereby mutually covenant, the City for itself and its successors, and the Contractor for itself or himself or themselves and his or their heirs, executors and administrators or successors, as follows, to-wit:

3. CITY AND OFFICIALS. Whenever in this contract is found the term "City", "City Council", "City Manager," "Director of Public Works", "Director of Finance", "City Clerk" or other designation of any City institution, officer, employee or title, or a pronoun in its, his or their place, the same shall, unless indicated otherwise, be understood to mean the City of San Antonio or its successors, or the governing body, or the person or persons now or hereafter holding or exercising the duties of such designated official position, office, employment or title, in said City, or any person or persons acting lawfully in the corresponding official capacity on behalf of said City at such time and within the powers and authority held by him or them;

4. CONTRACTOR. Whenever the term "Contractor" or a pronoun in its place is used herein, it shall be taken to include any person, association of persons, firm or corporation, notwithstanding such pronoun may be used in the masculine gender or singular number, and said term or pronoun shall include in their respective capacities, the President, Manager, or other officer or agent for the time being, representing or locally managing the work of any corporation contracting herein.

5. INCLUDED INSTRUMENTS. The notice to Contractors, specifications including any Special and General Conditions, plans, instruction to bidders, advertisement for bids, the bid proposal, and the construction bond, payment bond, and other bonds, if any, made by the Contractor, the Charter, Ordinances and Resolutions of the City, all in so far as prepared for or relating to said work herein undertaken are hereby made a part of this agreement and are included in this contract as if rewritten or copied in full herein, and shall be deemed "included instruments" when that term is used.

6. WORK UNDERSTOOD BY CONTRACTOR. Contractor declares that prior to the submission of his bid proposal on this contract he has thoroughly examined the location of the work to be performed, is familiar with local conditions, and has read and thoroughly understands the "included instruments" as they relate to the physical conditions prevalent or likely to be encountered in the performance of the work at such location. Contractor hereby accepts such "included instruments" as satisfactory in all respects to accomplish the proper performance of the work at the project site and accordingly assumes the risk of any delays or additional costs which might arise from errors or miscalculations in such "included instruments" or from erroneous assumptions upon which same may have been predicated as to the physical conditions at the work site including, but not by way of limitation, latent defects or conditions of the subsoil.

7. IMPLIED WORK. Any work or materials that may have been omitted in the description of said project, but the use of which is implied or necessary to the project's completion, shall be deemed to be included in this contract and shall be furnished by the Contractor as if the same had been stated specifically, without any additional charge to the City.

8. GENERAL UNDERSTANDING. Contractor at his own cost and expense shall furnish all supervision, tools, implements, machinery, labor, materials and accessories, such as are necessary and proper for the purpose, and

pay all permit and license fees, and shall at his own cost and expense construct, build and complete, in a good, first class, substantial and workmanlike manner, the structures, work and improvements herein described or referred to in and upon a certain parcel or parcels of land hereinafter described or referred to, all according to this contract and the included instruments, prepared by

Noonan & Krockner and Phelps and Simmons & Associates  
Architects and Engineers  
P. O. Box 12348  
San Antonio, Texas,

and now on file in the office of the Engineering Division of the Public Works Department; and according to field interpretations to be furnished Contractor by the City upon request. If figures or quantities of materials, supplies or other items needed for this project are furnished in the plans and specifications, same shall be understood to be estimates only and the Contractor shall be responsible for any discrepancies between such estimates and the quantities required.

9. **DESCRIPTION AND LOCATION.** The site of the work herein contemplated is located and described generally as follows:

Construction of Tourist Information Center and Chamber of Commerce Building, City of San Antonio, Texas.

and this contract is performable exclusively in Bexar County, Texas.

10. **INCIDENTAL WORK, CONNECTIONS AND PASSAGEWAYS.** The Contractor shall do and perform all implied or incidental work necessary to completion of this contract including, but not by way of limitation, the following: Shall make and provide all suitable connections with existing improvements as are necessarily implied herein for proper completion of the project; shall provide passageways or leave open such thoroughfares in the work area as may be required by the City and shall protect and guard same at his own risk as more specifically detailed in Paragraph 30 hereof; and shall continuously maintain the work area in a clean and workmanlike manner and prior to final acceptance of the work, restore the site to its prior condition to the extent permitted by the improvement. All of said incidental work to be done to the satisfaction of the City at Contractor's own cost and expense.

11. **DISPUTES AND CONFLICTS.** Should any dispute arise between Contractor and City as to the meaning of any part of said specifications including Special and General Conditions, and plans, or as to the manner of executing the work hereunder, or as to the quality or quantity of any materials provided or labor performed, the decision of said Director of Public Works acting for the City shall be final and conclusive in such matters.

12. **CONTRACT TO CONTROL.** In case of conflict or inconsistency between this contract and the specifications or other included instruments, this contract shall control, but insofar as such provisions can stand together they shall all be regarded as cumulative.

13. **SCOPE OF CONTRACT AND SPECIAL PROVISIONS FOR SUPERVISION OF WORK.** It is contemplated that this contract shall be used as a general form of construction contract for public works projects and for some of said work independent consulting Architects or Engineers may be engaged, and, if so engaged, their identity and capacity shall be designated herein; however, Contractor understands that City may abrogate the authority of such consultant as provided in the terms of its contract relationship with the latter, and the Director of Public Works shall, in such event, be vested with all powers formerly exercised by such consultant, provided written notice of such substitution shall be immediately served on the Contractor in writing. Nothing herein shall authorize independent agreements between Contractor and such Engineer or Architect, nor shall the latter be deemed to bear a legal relationship to either Contractor or City other than as evidenced by the City's contract with such consultant.

14. **DIRECTOR OF PUBLIC WORKS TO FINALLY DETERMINE ALL AMOUNTS PAYABLE OR CHARGEABLE.** It is specially understood and agreed that subject only to the prices, terms and provisions specifically set forth in this contract and included instruments, the written estimates and certificates of the Director of Public Works shall be final in fixing and determining amounts payable or chargeable hereunder to Contractor by City as required by the other terms and conditions hereof, also in case of controversy, in fixing and determining all unliquidated sums to be deducted and retained by City for any purpose whatever out of any funds estimated as payable to Contractor by City.

15. **WORK AND MATERIALS.** All materials used by the Contractor shall conform to the specifications. However, if the specifications are silent, only the best quality materials shall be used, and in the event of dispute as to the

relative quality of materials, the selection of the Director of Public Works shall be final. All of said work shall be executed in a good, thorough and workmanlike manner, to the satisfaction of the Director of Public Works, who, together with all assistants and inspectors under his direction, or in the employ of the City for the purposes of said work, shall at all times have free access to the project site, stores and materials, and shall be privileged to take such samples of all materials and to cause tests of materials or of any part of the work to be made except as otherwise provided in the specifications. Contractor shall render all assistance required of him by the Director of Public Works or his aforementioned assistants or inspectors in connection with any such tests, and if any part of the work or the materials therein used shall be found unsuitable or improper, either wholly or in part, Contractor shall correct or remove such defective work or materials from the project site. In connection with the visual inspection or materials testing contemplated herein, it is clearly understood that the City exercises no right to control the means of accomplishing the end product of the work and no approval of any phase of the construction project by any of the City's agents or inspectors shall relieve the Contractor from full compliance with the specifications regarding the ultimate work product and any additional cost or delay occasioned by defects in the work or failure to meet specifications at any such phase shall be borne by the Contractor.

16. **NO WAIVER OF CITY'S RIGHTS.** Neither the inspection nor approval by said Director of Public Works or any inspector, officer or employee of the City, nor any order, measurement or certificate by said Director of Public Works, nor any estimate or payment by the City for any part of said work, or material or method or equipment, nor any extension of time, nor any possession of the work or place taken by the City, or any officer or employee thereof at any time before final acceptance, shall operate as a waiver of any provision or obligation of this contract or of any right or power herein given or reserved to said City, or of any right to claim any indemnity or damages herein provided for; nor shall any waiver of any breach of this contract be deemed as a waiver of any other or subsequent breach; and every right or remedy under this contract or included instruments shall be cumulative, and in addition to all other rights and remedies.

17. **ASSIGNMENTS AND SUBLETTING.** Contractor shall not assign, transfer, convey, sub-let or otherwise dispose of this contract, or any portion thereof, or any right, title or interest in, to or under the same, without previous consent in writing of the City, to be endorsed hereon or hereto attached; and Contractor shall not assign by power of attorney or otherwise any of the monies or other considerations to become due and payable by the City under this contract; unless by and with the consent signified in like manner. And in any event whatsoever, whether by such consent, by operation of law or otherwise, any and all such assignments, transfers or sub-lettings, and the entire subject matter thereof, shall be and remain subject to all rights of the City herein or otherwise provided, and no waiver of this stipulation can be invoked against the City. In no event shall the City be liable in excess of the consideration for this contract in the case of any such assignment, transfer, conveyance or sub-letting of the work or performance which is the subject hereof. The City reserves the right to withhold any monthly payment hereafter provided for in the event of an assignment or subletting of a portion of the work without the consent and knowledge of the City and by reserving such right, the City shall not be deemed to have waived its right to declare a full breach of this contract for Contractor's failure to comply with provisions hereof, such remedy being alternative only and exercisable at the option of the City.

18. **ALTERATIONS AND EXTRA WORK.** Said Director of Public Works may, by his written order, approved by the signature of the City Manager, make deletions, alterations, modifications or additions in the specifications and plans for the work for the purpose of perfecting the work herein undertaken or the ramifications thereof, and the Contractor shall execute the work as so changed, provided the entire cost of such extra work as results from such changes, including the cost of extra work resulting from any prior alterations, modifications, or additions so ordered, shall not exceed five percent (5%) of the original amount of the contract, as set out in Paragraph 26 hereof; and provided further that the price is agreed upon in writing before the work is done or materials furnished and that such agreement is signed by the Contractor and by the Director of Public Works and the City Manager, it being further agreed and understood that if no such agreement as to price can be reached after discussions, that payment by the City shall be upon the basis of cost of labor and materials plus ten percent (10%). The cost of such extra work shall be added to the estimates payable to the Contractor by the City, all of which shall be effected under the terms and provisions of this contract. The Director of Public Works may order the Contractor to omit any part or parts of the work remaining to be done and the City shall not be bound to pay for such work so ordered to be omitted.

19. **CONTRACTOR AND SURETIES STILL BOUND.** No assignment, transfer or sub-letting, whether with or without the consent of said City, and no order of said City for or approval of any alterations or modifications in said specifications, plans, or work, and no change in the requirements or order for extra work made by the City as provided in this contract, shall ever in any manner release or diminish the responsibility of Contractor or any surety on any bond of Contractor, but, on the contrary, such responsibility shall extend to and comprehend all such changes and other matters.

20. **TIME TO BEGIN AND COMPLETE WORK.** The work embraced in this contract shall be begun by Contractor within seven (7) days after City shall notify Contractor in writing to begin, and if such work be actually begun by Contractor before such notice, then the period of time herein allowed for the completion of the work shall begin to run from such date when work is actually commenced. And after beginning such work Contractor shall prosecute same continuously and diligently for and during the period of ~~90~~ \* ~~work outside working~~

~~90~~ days, during which period of time Contractor binds and obligates himself at all-times to employ sufficient force and diligence to complete said structures, work and improvements, and to deliver same over to the City in a completed, undamaged and clean condition; and the time of beginning, rate of progress and time of completion of said work are hereby declared and understood to be of the essence of this contract; provided, however, said Director of Public Works may suspend said work wholly or in part by his written order whenever in his opinion the interests of the City require the suspension of such work, such orders not to continue in effect longer than one week at any one time. The City may, at its discretion, establish phases of the project or areas of the work to be performed and in such order or sequence as the City shall deem best in the public interest.

21. **DELAYS.** Should the work be delayed necessarily by any damage that may happen thereto by any unusual, unavoidable accident, or by the condition of the weather, or by action of the elements, or by any general strike

\* until March 30, 1968, at which time project shall be completed, and

of employees, or by shortage of materials, or by suspension of the work or the construction of "extra work" by order of said Director of Public Works, or by any injunction or other court action, or by any delay which may exist for the City to procure any title to lands, or any right or interest therein needed for the purposes of said work, Contractor shall have no claim for damages on account of such delay, but working days will not be charged during the period of any such delays.

22. **DAMAGES FOR DELAY.** If Contractor shall fail to complete the work within the time herein specified or otherwise allowed therefor, he shall be liable for the wages of any inspector or inspectors employed by the City on said work at the rate of Twenty (\$20.00) Dollars per day per inspector from the end of said time allowed for the completion of the work, until the actual completion thereof; and in addition to said wages of inspectors, the following sums per day for the period of such delay shall be paid or allowed by Contractor to City or be deducted by the City on final estimate and settlement, not as a penalty, but as liquidated damages due to City for expense, loss and public inconvenience resulting from failure to complete said work within the time allowed, such time of completion being an essential element and consideration, as a result of such delay:

For Amount of Contract	Amount of Liquidated Damages per Day
\$250,001 or over	\$200.00
\$100,001 to \$250,000	\$150.00
\$ 50,001 to \$100,000	\$100.00
\$ , 0 to \$ 50,000	\$ 50.00

The amount of all such damage shall be fixed and determined by the written certificate of Director of Public Works, whose judgment shall be final disposition thereof.

23. **DEFAULT AND VIOLATIONS OF CONTRACT.** If Contractor shall fail or refuse to take such measures as the Director of Public Works may determine to be necessary to insure the completion of the work within the time allowed therefor, or if the work to be done under this contract shall be abandoned by Contractor, or if this contract, or any right or interest therein shall be assigned or sub-let by Contractor otherwise than is herein specified, or if at any time said Director of Public Works shall certify in writing that Contractor is willfully violating or refusing to observe any of the conditions, provisions or stipulations of this contract or of the specifications, or is executing the same in bad faith or not in accordance with the terms thereof, or if the work is not fully completed within the time allowed for its completion, then, in any such event, the City Manager shall be authorized at his election to order Contractor to discontinue all work under this contract by written notice given as herein provided; and Contractor and his employees shall thereupon discontinue all work upon said premises; and the City shall, upon such notice having been given, be authorized fully to enter upon said premises, through any designated officer, agent or contractor, and to take full possession of said work, and to order or contract for the completion of said work in any manner it may deem proper; and said City shall thereupon have a right to take full possession of, and to use for the purposes of said work, all materials, tools, implements or machinery previously provided by the Contractor for the performance of the work and located at the project site. All costs and expenses requisite to the completion of the work by the City whether accomplished by contract or otherwise, and including reasonable costs of supervision, together with damages for delay as herein specified, shall be charged to and paid by Contractor. If the cost of such completion by the City shall be less than the amount agreed to be paid to the Contractor hereunder, the Contractor shall forfeit by virtue of his default the right to any difference unless otherwise specified by the City Manager; if, however, the cost of such completion shall exceed the amount herein agreed to be paid to Contractor, then the Contractor or his bondsman shall pay to the City the amount of such additional costs and expenses to be fixed and determined as herein provided.

24. **CONTRACTOR'S RISK.** Contractor shall be responsible for the complete performance of and compliance with this contract, and for all materials on the ground or elsewhere, and for all the work performed under this contract, and shall protect the same from all loss or damage from any cause whatsoever until final completion and acceptance; and shall deliver said structures, work and improvements to the City in a completed and perfect condition in accordance with this contract.

25. **COMMUNICATIONS BETWEEN CONTRACTOR AND CITY.** The Contractor agrees that the following address in the City of San Antonio, Texas, shall be used for the transmission to him of any notices or correspondence in connection with the performance of this contract:

Darragh & Lyda, Inc., and H. A. Lott, Inc.  
P. O. Box 1538  
San Antonio, Texas 78206.

The above address may be changed only by filing a signed written notice to that effect with the Director of Public Works. All communications, notices and other correspondence forwarded to the above address shall be presumed conclusively to have been delivered by regular course of mail to the Contractor.

26. **PRICES AND CONSIDERATIONS.** In consideration of the faithful performance of this contract and the construction, completion, and delivery of said structures, work and improvements, the City of San Antonio agrees and shall be and is hereby bound and obligated to pay at the office of the Director of Finance of the City of San Antonio, in Bexar County, Texas, to the Contractor as hereinafter provided out of its fund

Fund No. 720 - Tourist Information Center

the following sum or amount or amounts, or prices, to-wit:

For the total lump sum bid price, including Alternate 1, of:

Three Hundred fifty six thousand seven hundred nineteen & 00/100 dollars (\$356,719.00) of which \$198,142.00 is the cost of materials to be used for Sales Tax purposes.

the same being the amount or amounts or prices for said work named in the proposal of Contractor, attached hereto as an included instrument.

27. **MONTHLY ESTIMATES.** During the early part of each month as the work progresses said Director of Public Works shall make an estimate of the materials wrought into the work and the labor performed during the preceding month, as well as the number of working days used during such month, and the City shall thereupon, about the middle of each month, make payments to Contractor of monthly installments based upon such estimate in a sum equivalent to ninety percent (90%) of each such monthly estimate. At the time the last monthly estimate is paid, a letter of conditional approval will be furnished the Contractor. The remaining ten percent (10%) of the estimated value shall be held by the City until the final settlement hereinafter provided for. However, where the contract price exceeds one million (\$1,000,000.00) dollars, installments shall be paid to Contractor at the rate of ninety-five (95%) percent of each monthly estimate, and the retainage held until final acceptance shall be five (5%) percent. The payments of such installments shall be held to be payments on account of the contract sum, and the certificates or estimates of the Director of Public Works upon which such monthly payments are based shall be held to have been given only for the purposes of fixing the sums to be so paid in compliance with paragraph 14 hereof and shall not in any way be deemed to have been an acceptance of any part of the work, or to prejudice said City in the final settlement of account or in requiring the completion of the work as herein provided.

28. **FINAL ESTIMATE.** Contractor shall not be entitled to receive payment of any sum in excess of the amounts paid upon such monthly estimates as outlined above for at least thirty (30) days after transmittal of the letter of conditional approval and not before all the stipulations, requirements and provisions of this contract are faithfully performed and complied with, and unless and until said structures, work and improvements shall be entirely completed, and delivered to and accepted by the City in accordance with this contract; and such completion, delivery and acceptance is evidenced by the final certificate of the Director of Public Works and such certificate of acceptance is approved by the City Manager. Simultaneous with the transmittal of the final certificate of completion, delivery and acceptance, the Director of Public Works shall prepare his final estimate as the basis for final settlement upon this contract, whereupon the same having been first approved by the signature of the City Manager and Director of Finance, City shall pay to Contractor the amount of such final estimate, taking into account all amounts previously retained and deducted from such monthly estimates and remaining payable to Contractor, but deducting from the amount of such final estimate and retaining any and all sums which are to be deducted by City or paid or allowed by Contractor to City, or claimed for labor or materials furnished by any person, firm or corporation, or which are to be retained and held by City for any reason.

29. **CLAIMS FOR LABOR OR MATERIALS.** Contractor hereby agrees to promptly pay all persons supplying labor, services and materials in the prosecution of the work provided for in this contract and any and all duly authorized modifications of said contract that may hereafter be made, and shall and will fully indemnify and hold harmless the City against any and all claims, liens, suits or actions asserted by any person, persons, firm or corporation on account of labor, materials or services furnished such Contractor during the prosecution of the work herein undertaken and Contractor shall execute a bond for this purpose as hereinafter set out. Before the City shall be obliged to pay any amount to Contractor on final settlement, Contractor shall furnish to the satisfaction of the City Manager and the Director of Finance, evidence that all labor employed and all materials used in the construction of the work have been fully paid for by Contractor. And in case any person claiming to have performed any labor or to have furnished any materials toward the performance of this contract shall at any time file with the Director of Finance of the City an itemized account of such claim prepared and verified by claimant as nearly as practicable in the same manner as is required by the laws of Texas for suits on sworn accounts, then and in each case said Director of Finance shall retain out of the amount of any subsequent estimate or estimates, monthly, final, or otherwise, or out of any payment or payments thereafter to be issued to Contractor, an amount or amounts sufficient to satisfy each such claim; and the City shall be authorized to hold the money so retained in each case until Contractor shall present and deliver to the Director of Finance a good and sufficient written release evidencing the satisfaction or withdrawal of such claim or claims, or until Contractor shall make, procure and deposit with the City a special indemnity bond, such as may be satisfactory to and approved by the Director of Finance, in a sum at least equal to the amount so retained, payable jointly to said City and to said claimant, as their interest may appear, and conditioned that, Contractor shall and will pay and satisfy such claim or claims in case Contractor shall be held liable therefor.

**30. CARE TO AVOID ACCIDENTS; INDEMNIFICATION.** During the performance of the work within the contemplation of this contract and until final completion and acceptance thereof, Contractor shall exercise the utmost care to avoid accident or injury to persons or property. He shall place and maintain all necessary barriers and safeguards, including watchmen, if necessary, about the work site for the prevention of accidents and at night shall maintain adequate lights and other warning devices, and generally shall take all precautions requisite to the protection of the general public and properties adjacent to the work site. Contractor shall and will indemnify and save harmless the City from and against any and all actions and claims, and against all costs, damages and expenses to which the City may be put by reason of any injury or alleged injury to person or property, resulting or alleged to result from or to be occasioned by the acts or omissions of the Contractor, whether negligent or otherwise, in the performance, conduct or maintenance of the work, or in guarding same, or from any improper methods, tools, implements or materials employed therein, or on account of any such acts or omissions of Contractor's agents, servants, employees, assignees or sub-contractors (including the agents, servants and employees of such sub-contractor); and Contractor or his insurer shall well and truly make payment of any and all sums recovered against the City in any suit or suits on account of such alleged injury or damage, to which the City may be made a party, together with all costs, damages and expenses borne by the City in connection with such suits, all in a manner as to save the City harmless from any expense connected with such actions and claims. The City is further authorized, upon the order of the City Manager, to deduct or retain from any estimate or estimates or amounts retained hereunder, such sum as may be claimed for any injury or damage described above unless and until Contractor shall give a further and special bond or deposit adequate to cover such contingent liability as determined by the City Manager or otherwise present evidence of full indemnification to the City in connection with such claims or actions.

**31. PATENTS, ETC.** Contractor agrees that he will at all times pay all fees, royalties or license charges on all patented, registered or copyrighted machines, materials, methods or processes used in the construction of said work and supplied as a part of the finished work, or appurtenant thereof; and that he will ever hold the City free and harmless from any and all claims on account of the use of any machines, materials, methods or processes.

**32. PREVAILING WAGE RATE AND GENERAL LABOR CONDITIONS.** The provisions of Vernon's Annotated Civil Statutes, Article 5159a, are expressly made a part of this contract. In accordance therewith, a schedule of the general prevailing rate of per diem wages in this locality for each craft or type of workman needed to perform this contract is included with the Special Conditions and Specifications and made a part hereof. The Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day, or portion thereof, that such laborer, workman, or mechanic is paid less than the said stipulated rates for any work done under said contract, by the Contractor or any sub-contractor under him. The establishment of prevailing wage rates pursuant to Article 5159a shall not be construed to relieve the Contractor from his obligation under any Federal or State Law regarding the wages to be paid to or hours worked by laborers, workmen or mechanics insofar as applicable to the work to be performed hereunder. The Contractor, in the execution of this project, agrees that he shall not discriminate in his employment practices against any person because of race, color, creed or origin.

**33. CONTRACTOR'S GUARANTEE AND MAINTENANCE BOND.** Contractor agrees to so construct the work and use such materials therein as will insure the good condition and repair of the completed project for a warranty period of at least

One (1) Year

subsequent to the date of the certificate of final acceptance hereinabove provided for; and if required by the Special Conditions of the Specifications, the Contractor shall furnish a Maintenance Bond in the amount of \$

Not required.

which shall be satisfactory to the City as to form and sufficiency, conditioned that the Contractor's obligation during the guarantee period above set out shall be performed. Such bond, if required, shall be attached hereto as an included instrument.

**34. CONSTRUCTION BOND.** Contractor hereby agrees to execute with sureties and deliver to the City, at once, a "Construction Bond" in the total amount of the contract price, \$

Three hundred fifty six thousand seven hundred nineteen & 00/100 dollars  
(\$356,719.00)

approved by the City as to form and sufficiency, conditioned that Contractor shall faithfully perform, observe and comply with all the terms, conditions and stipulations, undertakings and provisions of this contract, said Construction Bond to be attached hereto as an included instrument.

**35. PAYMENT BOND.** Contractor hereby agrees to execute with sureties and to deliver to the City, at once, a "Payment Bond" in an amount at least equal to the contract price, such as shall be satisfactory to the City as to form and sufficiency, as security for the payment of all persons supplying labor and material in the prosecution of the work provided for in this contract; said Payment Bond to be attached hereto as an included instrument.

**36. THIS** document and included instruments is the entire contract and recites the full consideration between the parties, there being no other written or parol agreement; it being understood that the Charter of the City of San Antonio requires all of its contracts to be written and made by ordinance.



# MAINTENANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS:

1. That we

as Principal, and

as sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the sum of \_\_\_\_\_ for the payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally;

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

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

and for the performance and observance of divers other matters and things in connection with said work, and, interalia, therein entered into certain covenants and agreements for the guaranty of the sound condition of said structures, work and improvements included under said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

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

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this \_\_\_\_\_

day of \_\_\_\_\_ A. D. 19 \_\_\_\_\_

5. The foregoing bond is approved and accepted this

\_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

City Manager

Contractors and Principals.

Sureties.

(SEAL)

By \_\_\_\_\_ Agent.

# CONSTRUCTION BOND

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

KNOW ALL MEN BY THESE PRESENTS:

1. That we, Darragh & Lyda, Inc., and H. A. Lott, Inc., Texas Corporations,  
joint venturers,

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the sum of \$356,719.00 for the payment of which sum well and truly to be made in and to said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally;

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

Darragh & Lyda, Inc., and H. A. Lott, Inc.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

Construction of Tourist Information Center and Chamber of Commerce Building, City of San Antonio, Texas.

and for the performance and observance of divers other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

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

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this 21st

day of June A. D. 19 67.

5. The foregoing bond is approved and accepted this

21st day of June 19 67.

*[Signature]*  
ASSISTANT CITY CLERK

DARRAGH & LYDA, INC., AND H. A. LOTT, INC.

By: *[Signature]*  
Contractors and Principals.

By: *[Signature]*  
~~AGENT~~

THE TRAVELERS INDEMNITY COMPANY

(SEAL)

Sureties.

By: *[Signature]*  
R. Barclay Harding, Attorney-in-Fact

(9) 201 North St. Mary's St.  
San Antonio, Texas 78205  
(Address of Surety for purposes of service)

# PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS:

1. That we, Darragh & Lyda, Inc., and H. A. Lott, Inc., Texas Corporations,  
joint venturers,

as Principal, and

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas, in the sum of \$356,719.00 for the payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said  
Darragh & Lyda, Inc., and H. A. Lott, Inc.

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

Construction of Tourist Information Center and Chamber of Commerce Building, City of San Antonio, Texas.

and for the performance and observance of divers other matters and things in connection with said work, and, interalia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Vernon's Annotated Civil Statutes, Article 5160, as amended, and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this 21st

day of June A. D. 19 67

6. The foregoing bond is approved and accepted this 21st day of

June 1967

DARRAGH & LYDA, INC., AND H. A. LOTT, INC.

By: [Signature]

By: [Signature] Contractors and Principals.

THE TRAVELERS INDEMNITY COMPANY

[Signature]  
ASSISTANT CITY MANAGER

(SEAL)

[Signature]  
R. Barclay Harding, Attorney-in-fact  
201 North St. Mary's St.  
(10) San Antonio, Texas 78205  
(Address of Surety for purposes of service)

# The Travelers Indemnity Company

Hartford, Connecticut

## POWER OF ATTORNEY

### KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint

\_\_\_\_\_ R. Barclay Harding of San Antonio, Texas \_\_\_\_\_

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof, as follows:

\_\_\_\_\_ Any and all bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof \_\_\_\_\_

and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

ARTICLE IV, SECTION 11. The Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President, any Second Vice President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances, consents of surety or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

ARTICLE IV, SECTION 13. Any bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary or when signed by the Chairman of the Board, the President, the Chairman of the Finance Committee, the Chairman of the Insurance Executive Committee, any Vice President or any Second Vice President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance, consent of surety or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

This power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Directors of THE TRAVELERS INDEMNITY COMPANY at a meeting duly called and held on the 30th day of November, 1959:

VOTED: That the signature of any officer authorized by the By-Laws and the Company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 28th day of April 1966 .



THE TRAVELERS INDEMNITY COMPANY

By

A handwritten signature in cursive script, reading "G. Roger Wheeler".

Secretary, Fidelity and Surety

State of Connecticut, County of Hartford—ss:

On this 28th day of April in the year 1966 before me personally came G. Roger Wheeler to me known, who, being by me duly sworn, did depose and say: that he resides in the State of Connecticut; that he is Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY 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 so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.



A handwritten signature in cursive script, reading "Margaret D. Tuttle".

Notary Public

My commission expires April 1, 1969

**CERTIFICATION**

I, Wm A. Shrake, Assistant Secretary (Fidelity and Surety) of THE TRAVELERS INDEMNITY COMPANY certify that the foregoing power of attorney, the above quoted Sections 11. and 13. of Article IV of the By-Laws and the Resolution of the Board of Directors of November 30, 1959 have not been abridged or revoked and are now in full force and effect.

Signed and Sealed at Hartford, Connecticut, this 21st day of JUNE A.D. 19 67.



*Wm A. Shrake*

Assistant Secretary, Fidelity and Surety

REVISED: 19 May 1967

C. PROPOSAL

TO

THE CITY OF SAN ANTONIO, TEXAS  
FOR  
CONSTRUCTION OF

TOURIST INFORMATION CENTER  
AND  
CHAMBER OF COMMERCE BUILDING

THE CITY OF SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this Proposal as principals are those names herein; that this Proposal is made without collusion with any other person, firm, corporation; that bidder has carefully examined the Form of Contract, Instructions to Bidders, profiles, grades, specifications, and the plans therein referred to, and has -- carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein, and according to the requirements of the Architects and Engineers as therein set forth.

It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Architects and Engineers, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed in accordance with the terms of Standard Construction Contract Form prepared and furnished by the City of San Antonio, Texas.

It is understood and agreed that the work is to be completed in full not later than 30 March 1968.

Accompanying this Proposal is a Bid Guaranty in the amount of \_\_\_\_\_  
Bid Bond - 5% Amount of Bid Dollars (\$ \_\_\_\_\_), said amount being five percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the bidder and that the bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the bidder may, at any time prior to opening of the bids, withdraw this Proposal without penalty; it is also agreed that if bidder shall, at any time after opening of bids, withdraw this Proposal, or if this bid is accepted and bidder shall fail to execute the written contract and furnish satisfactory bond, as herewith provided, within ten (10) days after such acceptance, the City of San Antonio shall, in any of such events, be entitled and is hereby given

the right to retain said Bid Guaranty as liquidated damaged. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

The undersigned certifies that the bid prices contained in this Proposal have been carefully checked and are submitted as correct and final.

AMOUNT OF BID:

BASE BID for the construction of a Tourist Information Center and Chamber of Commerce Building, The City of San Antonio, Texas, in accordance with the plans and specifications and addenda thereto, for the sum of

Three Hundred Sixty Five Thousand Nine Hundred Nineteen Dollars (\$ 365,919<sup>00</sup>).

ALTERNATE BID NO. 1, provide changes in plumbing, air conditioning, and electrical as set forth in Addendum No. 2 to specifications and per drawing sheet MEA (to provide for use of chilled and hot water from Central Plant in lieu of self-contained packaged multizone system provided in Base Bid), deduct the sum of

Nine Thousand Two Hundred Dollars (\$ 9,200<sup>00</sup>)  
from the Base Bid.

Signed Darragh & Lytle Inc H A Latta (a joint venture)  
by A L Jensen Vice Pres

Type of Business Corporation  
(Individual, Partnership, Corporation, etc.)

Address P.O. Box 1538  
San Antonio Texas 78205

Please return bidders ~~check~~ <sup>paid</sup> to Darragh & Lytle Inc & H A Latta Inc

Telephone No. 044-1770 Address Box 1538 San Antonio

Date May 23, 1967

Add for Pen metal option - Add the sum of  
Twenty One Thousand Dollars \$ 21,000.00

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**CONSTRUCTION**  
**CONTRACT AND BONDS**

(General Form)

1963

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(Contractor)

TO AND WITH  
**CITY OF SAN ANTONIO**

---

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For

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**CITY ATTORNEY'S OFFICE**

**SAN ANTONIO, TEXAS**

Approved August 14, 1963

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INTERDEPARTMENT ROUTING SLIP

CHECK AND FORWARD

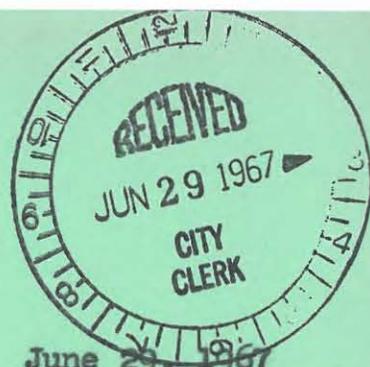
- 1. City Clerk ( )
- 2. \_\_\_\_\_ ( )
- 3. \_\_\_\_\_ ( )

- ( ) YOUR INFORMATION
- ( ) INVESTIGATE AND REPORT
- ( ) SUBMIT YOUR RECOMMENDATIONS OR COMMENTS
- ( ) NECESSARY ACTION
- ( ) FOR YOUR SIGNATURE
- ( ) RETURN TO \_\_\_\_\_
- () FOR YOUR FILES

REMARKS: 67-269  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Works DEPT. \_\_\_\_\_ SIGNATURE DIF  
DATE 6-29-67

CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS  
WORK PROJECT AUTHORIZATION



DATE: June 29, 1967

TO: **Darragh & Lyda, Inc., & H. A. Lott, Inc.**  
**P. O. Box 1538**  
**San Antonio, Texas 78206**

*did 35468*  
*5/25/67*

I. You are hereby notified that you are to begin work on the project as described herein within seven (7) days from the date of this letter in accordance with Section 20, "Time to Begin and Complete Work", of your contract with the City of San Antonio dated June 21, 1967, in the amount of \$ 356,719.00.

**Construction of Tourist Information Center and Chamber of Commerce Building in San Antonio, Texas.**

II. Please notify **Noonan & Krocker and Phelps and Simmons & Associates** of the date on which you plan to commence work.

III. Your attention is called to the fact that you have a period **until ~~the~~ March 30, 1968, ~~consecutive work days~~** within which to complete this project as specified in the aforementioned Section of your contract.

IV. Your contract, properly executed by officials of the City of San Antonio, is attached for your files. Also attached is Sales Tax Exemption Certificate authorized in accordance with the Construction Contract.

Very truly yours,

Director of Public Works

cc: Contract File ✓  
City Clerk ✓  
Controller  
Construction Engineer  
Department  
Engr. or Architect  
Engr. Div.  
Surety

CITY OF SAN ANTONIO  
EXEMPTION CERTIFICATE

The undersigned hereby claims an exemption from payment of taxes under Chapter 20, Title 122-A, Revised Civil Statutes of Texas, for the purchase of the tangible personal property described below or on attached order or invoice, which is made a part hereof, and will be purchased from Darragh & Lyda, Inc., & H. A. Lott, Inc., a joint venture; P. O. Box 1538, San Antonio, Texas 78206.

The reason that said purchaser is claiming this exemption is: Contractor is providing materials and supplies for the exclusive use of the City of San Antonio, Texas, in accordance with Ruling #9 of the State of Texas Comptroller of Public Accounts Limited Sales, Excise and Use Tax Rules and Regulations effective April 3, 1962. The purchaser will be liable for payment of the Limited Sales and Use Tax if the purchaser uses the tangible personal property in some other manner or for some other use other than reason listed above, and shall pay the tax based on the price paid for the tangible personal property.

Description of tangible personal property to be purchased: Materials and supplies for the construction of Tourist Information Center and Chamber of Commerce Building, a public works construction contract, authorized by Ordinance No. 35468 dated May 25, 1967.

Executed this the 29th day of June, 1967.

Purchaser Darragh & Lyda, Inc., & H. A. Lott, Inc.; P. O. Box 1538, San Antonio, Texas

Agency Purchased for: City of San Antonio  
P. O. Box 9066  
San Antonio, Texas

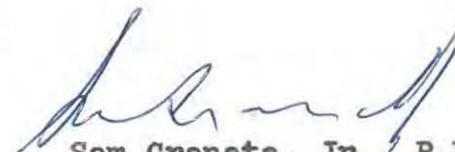
Materials for Sales Tax Purposes - \$ 198,142.00

Sworn to before me this 29th day

of June, 1967

William E. Gibson

Notary Public, Bexar County, Texas

  
Sam Granata, Jr., P.E.  
Director of Public Works

June 29, 1967

Darragh & Lyda, Inc., and H. A. Lott, Inc.  
P. O. Box 1538  
San Antonio, Texas 78206

Re: Tourist Information Center and Chamber of Commerce Building

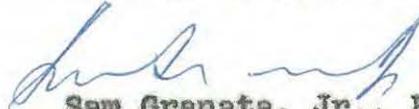
Gentlemen:

Thank you for your letter of June 8, 1967, giving the estimated cost of materials to be used for Sales Tax purposes, which information was necessary in order to complete the construction contract forms for the above named project. Your insurance certificates have been received and are in order.

As listed in your letter and recommended by Noonan & Krockner and Phelps and Simmons & Associates, Architects and Engineers, the following sub-contractors are hereby approved:

<u>Type of Work</u>	<u>Name of Sub-contractor</u>
Pan Forms	Irvin Steel Co., San Antonio
Waterproof & Caulking	Rufus Walker & Co., San Antonio
Drywall Work	Acoustical Ceilings, Inc., San Antonio
Aluminum, Glass, Glazing	Pittsburg Plate Glass, San Antonio
Paint & Wall Covering	L. E. Travis & Sons, San Antonio
Ceramic Tile	Trafton Tile, San Antonio
Lath & Plaster	Chester Smith Lath & Plaster, Corpus Christi
Electric	Krause Electric, San Antonio
Mechanical Work	Mueller & Wilson, San Antonio
Roofing	Mauldin Burns, San Antonio
Elevators	Hunter Hays, San Antonio

Very truly yours,



Sam Granata, Jr., P.E.  
Director of Public Works

SG:mf  
cc: Contract File  
City Clerk ✓  
Controller  
Surety  
Architect

DARRAGH & LYDA, INC.  
AND

H. A. LOTT, INC.

A JOINT VENTURE  
BUILDERS OF THE SAN ANTONIO  
CONVENTION CENTER  
AND HEMISFAIR TOWER



GENERAL CONTRACTORS  
P. O. BOX 1538  
SAN ANTONIO, TEXAS 78206

June 8, 1967

City of San Antonio  
San Antonio, Texas

Attn: Mr. Sam Granata  
Director of Public Works

Ref: Tourist Information Center and  
Chamber of Commerce Building

Gentlemen:

As requested in your letter of May 29, 1967 we respectfully submit the necessary information concerning the above referenced project as follows:

1. Cost Breakdown

Labor and Services	\$158,577.00
Materials	<u>\$198,142.00</u>
Total	\$356,719.00

2. List of sub-contractors - see attached list

3. Insurance certificates - see attached certificates

Please notify us if any further information is needed.

Sincerely,

LYDA / LOTT

A handwritten signature in blue ink that reads "H. O. Ritchie" with a stylized flourish at the end.

H. O. Ritchie

HOR/db

cc. 1 enclosed  
1 H. A. Lott, Inc.  
1 Darragh & Lyda, Inc.  
1 JV-10

DARRAGH & LYDA, INC.  
AND

H. A. LOTT, INC.

A JOINT VENTURE  
BUILDERS OF THE SAN ANTONIO  
CONVENTION CENTER  
AND HEMISFAIR TOWER



GENERAL CONTRACTORS  
P. O. BOX 1538  
SAN ANTONIO, TEXAS 78206

TOURIST INFORMATION CENTER

and

CHAMBER OF COMMERCE BUILDING

List of Subcontractors

1. Pan Forms  
Irvin Steel Co. San Antonio, Texas
2. Waterproof & Caulking  
Rufus Walker & Co. San Antonio, Texas
3. Drywall work  
Acoustical Ceilings, Inc. San Antonio, Texas
4. Aluminum, Glass, Glazing  
Pittsburg Plate Glass San Antonio, Texas
5. Paint & Wall Covering  
L. E. Travis & Sons San Antonio, Texas
6. Ceramic Tile  
Trafton Tile San Antonio, Texas
7. Lath & Plaster  
Chester Smith Lath & Plaster Corpus Christi, Texas
8. Electric  
Krause Electric San Antonio, Texas
9. Mechanical Work  
Mueller & Wilson San Antonio, Texas
10. Roofing  
Mauldin Burns San Antonio, Texas
11. Elevators  
Hunter Hayes San Antonio, Texas

# THE TRAVELERS

## Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued  City of San Antonio a Municipal Corporation of the State of Texas San Antonio, Texas	2. Name and address of insured  Darragh & Lyda, Inc., and H.A. Lott, Inc., Joint Ventur P.O. Box 1538 San Antonio, Texas
--	---

3. Location of operations to which this certificate applies  
 HEMISFAIR '68 Area, San Antonio, Texas

4. Coverages for which insurance is afforded	Limits of Liability	Policy Number	Policy Period*
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof	Compensation—Statutory	UB 3302972	3-2-67 to 3-2-68
Employers' Liability	\$100,000.00	UB 3302972	3-2-67 to 3-2-68
Bodily Injury Liability—except automobile Comprehensive Form <i>in</i> cluding Protective	** \$ 200,000. each person \$ 750,000. each accident	NSL 6667501	3-2-67 to 3-2-68
Property Damage Liability—except automobile Comprehensive Form <i>in</i> cluding Protective	** \$ 200,000. each accident \$ 500,000. aggregate	NSL 6667501	3-2-67 to 3-2-68
Bodily Injury Liability—automobile	** \$ 100,000. each person \$ 300,000. each accident	NSL 6667501	3-2-67 to 3-2-68
Property Damage Liability—automobile	** \$ 100,000. each accident	NSL 6667501	3-2-67 to 3-2-68
Liability (Bodily Injury and Property Damage)	** \$ each accident		

\*Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.  
 \*\*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.

Description of Operations, or Automobiles to which the policy applies:  
 TOURIST INFORMATION CENTER & CHAMBER OF COMMERCE BUILDING  
 CITY OF SAN ANTONIO, SAN ANTONIO, TEXAS.

THE COMPANY AGREES TO FURNISH THE OWNER WITH TEN (10) DAYS PRIOR NOTICE OF ANY MATERIAL CHANGE, CANCELLATION OR EXPIRATION OF THE ABOVE POLICIES.

ENDORSED TO INCLUDE BLANKET CONTRACTUAL COVERAGE.

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Office San Antonio, Texas

THE TRAVELERS INSURANCE COMPANY  
 THE TRAVELERS INDEMNITY COMPANY  
 THE CHARTER OAK FIRE INSURANCE COMPANY

Producer Harding & Company

Date May 25, 1967

By R. Barclay Harding  
 Authorized Representative  
 R. Barclay Harding, Attorney-in-Fact.

# THE TRAVELERS

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1. Name and address of party to whom this certificate is issued  <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;">                     City of San Antonio                      a Municipal Corporation of                      the State of Texas                      San Antonio, Texas                 </div>	2. Name and address of insured  Darragh & Lyda, Inc., and H.A. Lott, Inc., Joint Venture P.O. Box <del>1578</del> 5296 San Antonio, Texas 78201
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3. Location of operations to which this certificate applies **HEMISFAIR '68 Area, San Antonio, Texas**  
**Tourist Information Center & Chamber of Commerce Building,**  
**City of San Antonio, San Antonio, Texas**

4. Coverages For Which Insurance is Afforded	Limits of Liability	Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof	Compensation—Statutory	UB 3923446	3-2-68 to 3-2-69
<b>Employers' Liability</b>	<b>\$100,000.00</b>	UB 3923446	3-2-68 to 3-2-69
Bodily Injury Liability—except automobile <b>Comprehensive Form</b>  <i>in</i> cluding Protective	\$ 200,000. each person * \$ 750,000. each accident \$ 750,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Property Damage Liability—except automobile <b>Comprehensive Form</b>  <i>in</i> cluding Protective	\$ 200,000. each accident * \$ 200,000. each occurrence \$ 500,000. aggregate	NSL 2265665	3-2-68 to 3-2-69
Bodily Injury Liability—automobile	\$ 100,000. each person * \$ 300,000. each accident \$ 300,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Property Damage Liability—automobile	\$ 100,000. each accident * \$ 100,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Liability (Bodily Injury and Property Damage) <b>Owners' &amp; Contractors' Protec</b> <b>tive</b>	\$ 1,000,000. each accident * \$ 1,000,000. each occurrence	PRO 3372704	2-20-68 to 2-20-69

\*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.  
 \*\*Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:  
**THE COMPANY AGREES TO FURNISH THE OWNER WITH THIRTY (30) DAYS PRIOR NOTICE OF ANY MATERIAL CHANGE, CANCELLATION OR EXPIRATION OF THE ABOVE POLICIES.**  
  
**ENDORSED TO INCLUDE CONTRACTUAL COVERAGE.**

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Office San Antonio, Texas  
 Producer Harding & Company  
 Date February 20, 1968

THE TRAVELERS INSURANCE COMPANY  
 THE TRAVELERS INDEMNITY COMPANY  
 THE CHARTER OAK FIRE INSURANCE COMPANY

By R. Barclay Harding  
 Authorized Representative

# THE TRAVELERS

## Certificate of Insurance

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1. Name and address of party to whom this certificate is issued  <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;">                     City of San Antonio                      a Municipal Corporation of                      The State of Texas                      San Antonio, Texas                 </div>	2. Name and address of insured  Darragh & Lyda, Inc., and H.A. Lott, Inc., Joint Venture P.O. Box 5296 San Antonio, Texas
--	--

3. Location of operations to which this certificate applies **HEMISFAIR '68 Area, San Antonio, Texas Tower and Appurtenances, City of San Antonio, San Antonio, Texas**

4. Coverages For Which Insurance is Afforded	Limits of Liability	Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof	Compensation—Statutory	UB 3923446	3-2-68 to 3-2-69
Employers' Liability	\$100,000.00	UB 3923446	3-2-68 to 3-2-69
Bodily Injury Liability—except automobile <b>Comprehensive Form</b>  <u>in</u> cluding Protective	\$ 200,000. each person * \$ 750,000. each accident \$ 750,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Property Damage Liability—except automobile <b>Comprehensive Form</b>  <u>in</u> cluding Protective	\$ 200,000. each accident * \$ 200,000. each occurrence \$ 500,000. aggregate	NSL 2265665	3-2-68 to 3-2-69
Bodily Injury Liability—automobile	\$ 100,000. each person * \$ 300,000. each accident \$ 300,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Property Damage Liability—automobile	\$ 100,000. each accident * \$ 100,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Liability (Bodily Injury and Property Damage) <b>Owners' &amp; Contractors' Protec-</b> <b>tive</b>	\$ 1,000,000. each accident * \$ 1,000,000. each occurrence	PRO 3372704	2-20-68 to 2-20-69

\*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.  
 \*\*Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

**THE COMPANY AGREES TO FURNISH THE OWNER WITH THIRTY (30) DAYS PRIOR NOTICE OF ANY MATERIAL CHANGE, CANCELLATION OR EXPIRATION OF THE ABOVE POLICIES.**

**ENDORSED TO INCLUDE CONTRACTUAL COVERAGE.**

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Office San Antonio, Texas

Producer Harding & Company

Date February 20, 1968

THE TRAVELERS INSURANCE COMPANY  
 THE TRAVELERS INDEMNITY COMPANY  
 THE CHARTER OAK FIRE INSURANCE COMPANY

By R. Barclay Harding  
 Authorized Representative  
**R. Barclay Harding, Attorney-in-Fact.**

DISTRIBUTION

DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
AVIATION DIRECTOR			
STINSON FIELD			
BUDGET	5/26		
CITY MANAGER			
ASST. CITY MGR.			
CITY PUBLIC SERVICE			
CITY WATER BOARD			
COMMERCIAL RECORDER			
FINANCE DIRECTOR	5/26		
ASSESSOR & COLL.			
CONTROLLER			
CORP. COURT			
INTERNAL AUDIT	5/26		
PROPERTY RECORDS			
PURCHASING			
FIRE CHIEF			
HEALTH DIRECTOR			
HOUSING & INSP. DIR.			
LEGAL	5/26		
BACK TAX ATTY.			
CONDEMNATION ATTY.			
LAND. DIV.			
LIBRARY DIRECTOR			
PARKS & REC. DIR.			
PERSONNEL DIRECTOR			
PLANNING DIRECTOR			
POLICE CHIEF			
PUBLIC INFORMATION			
PUBLIC WORKS DIR.			
ASST. DIRECTOR			
TRAFFIC & TRANSP. DIR.			
URBAN RENEWAL AGENCY			
OTHER:			

*See Jones*

REMARKS: *Take alternatives*

*edit*

*Get copy from Dick Bell. H. INSELMANN*

ITEM NO. 27

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE: MAY 25 1967

MOTION BY: Jones SECONDED BY: Shelley

35467

ORD. NO. \_\_\_\_\_ ZONING CASE \_\_\_\_\_

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE No. 1, MAYOR		<i>al</i>	
DR. HERBERT CALDERON PLACE No. 2			<i>X</i>
ROBERT C. JONES PLACE No. 3	<i>→</i>	<i>✓</i>	
S. H. JAMES PLACE No. 4		<i>✓</i>	
MRS. S. E. COCKRELL, JR. PLACE No. 5		<i>✓</i>	
JOHN GATTI PLACE No. 6, MAYOR PRO-TEM		<i>✓</i>	
FELIX B. TREVINO PLACE No. 7		<i>✓</i>	
GERALD PARKER PLACE No. 8		<i>✓</i>	
PETE TORRES, JR. PLACE No. 9		<i>1</i>	<i>X</i>

BRIEFED BY: \_\_\_\_\_

ADDITIONAL INFORMATION:

*Shelley*  
*Torres*  
*Shelley read letter*  
*Torres Subject to renege*  
*Cockrell*  
*Newspaper June 1960*  
*700,000 - Do it done*  
*without the CC*  
*Gatti*  
*Calderon*

# THE TRAVELERS

## Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued  <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;">                     City of San Antonio                      a Municipal Corporation of                      The State of Texas                      San Antonio, Texas                 </div>	2. Name and address of insured  Darragh & Lyda, Inc., and H.A. Lott, Inc., Joint Venture P.O. Box 5296 San Antonio, Texas 78201
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3. Location of operations to which this certificate applies: **HEMISFAIR '68 Area, San Antonio, Texas  
Convention Center, City of San Antonio, San Antonio, Texas**

4. Coverages For Which Insurance is Afforded	Limits of Liability	Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof	Compensation—Statutory	UB 3923446	* 3-2-68 to 3-2-69
<b>Employers' Liability</b>	<b>\$100,000.00</b>	UB 3923446	3-2-68 to 3-2-69
Bodily Injury Liability—except automobile <b>Comprehensive Form</b>  <u>in</u> cluding Protective	\$ 200,000. each person * \$ 750,000. each accident \$ 750,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Property Damage Liability—except automobile <b>Comprehensive Form</b>  <u>in</u> cluding Protective	\$ 200,000. each accident * \$ 200,000. each occurrence \$ 500,000. aggregate	NSL 2265665	3-2-68 to 3-2-69
Bodily Injury Liability—automobile	\$ 100,000. each person * \$ 300,000. each accident \$ 300,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Property Damage Liability—automobile	\$ 100,000. each accident * \$ 100,000. each occurrence	NSL 2265665	3-2-68 to 3-2-69
Liability (Bodily Injury and Property Damage) <b>Owners' &amp; Contractors' Protec-</b>	\$ 1,000,000. each accident * \$ 1,000,000. each occurrence	PRO 3372704	2-20-68 to 2-20-69

\*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.  
 \*\*Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:  
**THE COMPANY AGREES TO FURNISH THE OWNER WITH THIRTY (30) DAYS PRIOR NOTICE OF ANY MATERIAL CHANGE, CANCELLATION OR EXPIRATION OF THE ABOVE POLICIES.**  
  
**ENDORSED TO INCLUDE CONTRACTUAL COVERAGE.**

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Office San Antonio, Texas  
 Producer Harding & Company  
 Date February 20, 1968

THE TRAVELERS INSURANCE COMPANY  
 THE TRAVELERS INDEMNITY COMPANY  
 THE CHARTER OAK FIRE INSURANCE COMPANY

By R. Barclay Harding  
 Authorized Representative  
**R. Barclay Harding, Attorney-in-Fact.**

# THE TRAVELERS

## Certificate of Insurance

This is to certify that policies of insurance as described below have been issued to the insured named below and are in force at this time. If such policies are canceled or changed during the periods of coverage as stated herein, in such a manner as to affect this certificate, written notice will be mailed to the party designated below for whom this certificate is issued.

1. Name and address of party to whom this certificate is issued  <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%;">                     City of San Antonio                      a Municipal Corporation of                      the State of Texas                      San Antonio, Texas                 </div>	2. Name and address of insured  Darragh & Lyda, Inc., and H.A. Lott, Inc., Joint Venture P.O. Box 5296 San Antonio, Texas 78201
--	--

3. Location of operations to which this certificate applies **HEMISFAIR '68, Area, San Antonio, Texas Maintenance Facility and Parking Structure, City of San Antonio, San Antonio, Texas**

4. Coverages For Which Insurance is Afforded	Limits of Liability	Policy Number	Policy Period**
Workmen's Compensation and Employers' Liability in the state named in item 3 hereof  <b>Employers' Liability</b>	Compensation—Statutory  <b>\$100,000.00</b>	UB <b>3923446</b> UB <b>3923446</b>	3-2-68 to 3-2-69 3-2-68 to 3-2-69
Bodily Injury Liability—except automobile <b>Comprehensive Form</b>  <u>in</u> cluding Protective	\$ 200,000. each person * \$ 750,000. each accident \$ 750,000. each occurrence	NSL <b>2265665</b>	3-2-68 to 3-2-69
Property Damage Liability—except automobile <b>Comprehensive Form</b>  <u>in</u> cluding Protective	\$ 200,000. each accident * \$ 200,000. each occurrence \$ 500,000. aggregate	NSL <b>2265665</b>	3-2-68 to 3-2-69
Bodily Injury Liability—automobile	\$ 100,000. each person * \$ 300,000. each accident \$ 300,000. each occurrence	NSL <b>2265665</b>	3-2-68 to 3-2-69
Property Damage Liability—automobile	\$ 100,000. each accident * \$ 100,000. each occurrence	NSL <b>2265665</b>	3-2-68 to 3-2-69
Liability (Bodily Injury and Property Damage) <b>Owners' &amp; Contractors' Protective</b>	\$ 1,000,000. each accident * \$ 1,000,000. each occurrence	PRO <b>3372704</b>	2-20-68 to 2-20-69

\*Absence of an entry in these spaces means that insurance is not afforded with respect to the coverages opposite thereto.  
 \*\*Policy is effective and expires at 12:01 A.M., standard time at the address of the named insured as stated herein.

Description of Operations, or Automobiles to which the policy applies:

**THE COMPANY AGREES TO FURNISH THE OWNER WITH THIRTY (30) DAYS PRIOR NOTICE OF ANY MATERIAL CHANGE, CANCELLATION OR EXPIRATION OF THE ABOVE POLICIES.**

**ENDORSED TO INCLUDE CONTRACTUAL COVERAGE.**

The insurance afforded is subject to all of the terms of the policy, including endorsements, applicable thereto.

Office San Antonio, Texas  
 Producer Harding & Company  
 Date February 20, 1968

THE TRAVELERS INSURANCE COMPANY  
 THE TRAVELERS INDEMNITY COMPANY  
 THE CHARTER OAK FIRE INSURANCE COMPANY

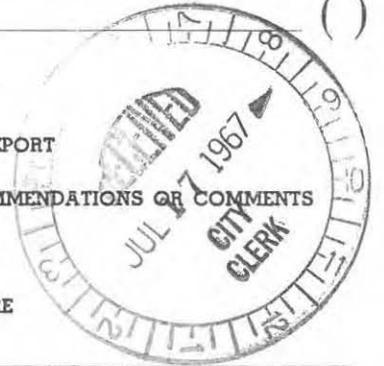
By R. Barclay Harding  
 Authorized Representative  
**R. Barclay Harding, Attorney-in-Fact.**

# INTERDEPARTMENT ROUTING SLIP

CHECK AND FORWARD

- 1. City Clerk ( )
- 2. \_\_\_\_\_ ( )
- 3. \_\_\_\_\_ ( )

- ( ) YOUR INFORMATION
- ( ) INVESTIGATE AND REPORT
- ( ) SUBMIT YOUR RECOMMENDATIONS OR COMMENTS
- ( ) NECESSARY ACTION
- ( ) FOR YOUR SIGNATURE
- ( ) RETURN TO \_\_\_\_\_
- FOR YOUR FILES



REMARKS: 67-269

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Public Works DEPT. MF SIGNATURE

DATE 7-17-67

MEMORANDUM OF INSURANCE

MARINE

A CAPITAL STOCK COMPANY

M 1234908

POLICY NUMBER

*The Travelers*  
*Indemnity Company*  
Hartford, Connecticut

RECEIVED

JUL 12 1967

LYDA/LOTT

Named Insured and Address (No., Street, City or Town, County, State)

Darragh & Lyda and  
H. A. Lott, Inc., A Joint Venture  
P. O. Box 5296  
Beacon Hill Station  
San Antonio, Texas

City of San Antonio  
Construction of Chamber  
of Commerce Building  
San Antonio, Texas

From July 1, 1967 to Until Cancelled  
POLICY PERIOD (Mo., Day, Yr.)

This is to certify that this Company has issued the above numbered policy to the above Named Insured, whose address is shown above, from the inception date shown above, at noon (standard time), to the expiration date shown above, at noon (standard time), at place of issuance on:

COVERAGE

AMOUNT OF INSURANCE

Broad Form Builders Risk

\$356,719.00

Loss, if any, payable to

This is furnished simply as a memorandum of said policy as it stands at the date of issue hereof, and is given as a matter of information only, and confers no rights on the holder and imposes no liability upon this Company.

Signed

*Eddie Adams*

EDDIE ADAMS, INSURANCE

Attached to and forming part of Policy No. H 1234908 of THE TRAVELERS  
INDemnITY COMPANY, Hartford, Connecticut.

1. This Policy covers all buildings in the course of construction by the Insured and materials, equipment and supplies as specified in Paragraph 5. The Company's limit of liability on any one structure shall not exceed Ten Million and no/100 Dollars (\$10,000,000.00) nor shall the Company be liable for more than Ten Million and no/100 Dollars (\$10,000,000.00) in any one catastrophe.

2. THIS POLICY INSURES AGAINST

ALL RISKS of direct physical loss or damage from any external cause except as hereinafter excluded.

3. THIS POLICY DOES NOT INSURE AGAINST

- (a) Wear and tear, gradual deterioration, moth, vermin, inherent vice or damage sustained due to any process or while being actually worked upon and resulting therefrom;
- (b) Loss or damage to property by delay, wet or dampness, or by being spotted, discolored, moulded, rusted, frosted, rotted, soured, steamed or changed in flavor, unless the same is the direct result of fire, explosion, vandalism and malicious mischief, and strikes, riots and Civil Commotion;
- (c) Infidelity of Insured's employees or persons to whom the insured property is entrusted;
- (d) Loss if at the time of loss or damage there is any other insurance which would attach if this insurance had not been effected, except that this insurance shall apply only as excess and in no event as contributing insurance and then only after all other insurance has been exhausted;
- (e) Loss or damage caused by or resulting from:
  - (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack, (a) by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces; or (b) by military, naval or air forces; or (c) by an agent of any such government, power, authority or forces;
  - (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war;
  - (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence, seizure or illegal transportation or trade;
- (f) Loss by nuclear reaction or nuclear radiation or radioactive contamination, all whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) insured against in this Policy; however, subject to the foregoing and all provisions of this Policy, direct loss by fire resulting from nuclear reaction or nuclear radiation or radioactive contamination is insured against by this Policy;



Attached to and forming part of Policy No. M 1234903 of THE TRAVELERS  
INDEMNITY COMPANY, Hartford, Connecticut.

- (g) Mechanical or electrical breakdown or failure, but this exclusion shall not be deemed to exclude loss or damage arising as a consequence of such breakdown or failure;
- (h) Damage caused by any repairing, adjusting, servicing or other maintenance operation, unless fire ensues and then only for the loss or damage by such ensuing fire;
- (i) Delay or loss of use howsoever caused;
- (j) Cost of making good faulty workmanship, construction or design, but this exclusion shall not apply to damage resulting from such faulty workmanship, construction or design;
- (k) Inventory shortages, unexplained loss or mysterious disappearance;
- (l) Loss or damage caused by explosion, rupture, or bursting of steam turbines, steam engines, steam boilers and flywheels, unless fire ensues, and then only for the loss or damage by such ensuing fire;
- (m) Loss or damage caused by flood meaning inundation, waves, tide or tidal waves, high water, or overflow of streams or bodies of water whether driven by wind or not;
- (n) Loss or damage caused by settling, cracking, shrinkage or expansion of pavements, foundations, walls, floors or ceilings unless caused by fire, lightning, windstorm, hail, explosion, smoke, landslide or earthquake;
- (o) Loss or damage occasioned by the enforcement of any local or state ordinance or law regulating the construction, repair, or demolition of any building or structure;
- (p) Loss or damage to retaining walls not constituting part of a building when such loss is caused by landslide, water pressure, or earth movement.

#### 4. SCHEDULE OF DEDUCTIBLES

- (A) 1. For contracts valued at \$0 to \$2,000,000. - \$1,000. Deductible for all losses excluding fire, windstorm, hurricane, hail or glass;
- 2. For contracts valued between \$2,000,001. and \$5,000,000. - \$2,500. Deductible all losses excluding fire, windstorm, hurricane, hail or glass;
- 3. For contracts valued over \$5,000,000. - \$5,000. Deductible for all losses excluding fire, windstorm, hurricane, hail or glass;
- (B) Windstorm, hurricane or hail - \$100.
- (C) Glass - \$250.
- (D) Fire - No deductible.

5. This Policy also covers materials, equipment, supplies and temporary structures of all kinds to be used in the construction of the said building, all while forming a part of, or contained in said building or temporary structures, or while in cars on switches or side tracks on the premises described or within



Attached to and forming part of Policy No. M 1234908 of THE TRAVELLERS  
INDemnITY COMPANY, Hartford, Connecticut.

100 feet of the building or structures described in this Policy, or while in the open on the premises described or adjacent thereto, or when adjacent to said premises while on sidewalks, streets, or alleys, or while in transit, including temporary storage of insured property away from the premises while at the risk of the Insured.

6. EXPIRATION

It is understood and agreed that this insurance shall attach only while the building or buildings are in the course of construction, and until fully completed and occupied either in whole or in part. In no event, shall this insurance extend more than ten (10) days beyond the date that the interest of the Insured ceases. The insurance on private garages and outbuildings shall not cease until the insurance on the main building with which they are to be used ceases. Machinery may be set up and operated solely for the purpose of testing the same without prejudice to the policy.

7. PRIVILEGED

For contracts of sale to be executed and delivered.

8. OTHER INSURANCE

Other insurance permitted without notice until required.

10. If this Policy insures two or more projects at different locations, the provisions of this form shall apply to each project or location separately.

11. If electrical appliances or devices of any kind, including wiring, are insured under this Policy, this Company shall not be liable for any electrical injury or disturbance to the said electrical appliances, devices or wiring from artificial causes, unless fire ensues and then for the loss by fire only.

12. This Insurance covers only within the limits of the Continental United States.

13. This Company shall be liable, in event of loss, for no greater proportion thereof than the amount insured bears to the actual value of the property described herein at the time when such loss shall happen.



- 4 -  
H. A. Lott, Inc.

Attached to and forming part of Policy No. **M 1234905** of THE TRAVELERS  
**INDEMNITY** COMPANY, Hartford, Connecticut.

If the insurance under this Policy be divided into two or more items, the foregoing shall apply to each item separately.

14. Subject to all the conditions and warranties of the attached printed form except that any clauses and conditions therein in conflict with the terms of this special attachment are waived and declared null and void in so far as they conflict.

Eddie Adams

Agent



Attached to and forming part of Policy No. K-1234903 of THE TRAVELERS INDEMNITY  
COMPANY, Hartford, Connecticut.

Effective as of January 20, 1966.

It is hereby understood and agreed that Paragraph 3 (h) under heading "THIS  
POLICY DOES NOT INSURE AGAINST" reading as follows:

- (h) Damage caused by any repairing, adjusting, servicing or other  
maintenance operation, unless fire ensues and then only for the  
loss or damage by such ensuing fire;

is hereby deleted.

It is further understood and agreed that the words "steam boilers" are deleted  
from Paragraph 3 (1).

All other terms, valuations and conditions remain unchanged.



DATE ISSUED 1/21/66

*Eddie Adams*  
Adams, Eddie

Agent \*

W. A. Adams, Inc.

Attached to and forming part of Policy No. W 1234568  
COMPANY, Hartford, Connecticut.

of THE Travelers Indemnity

Effective as of 4-15-66

It is agreed and understood that Paragraph 4D under the heading "SCHEDULE OF DEDUCTIBLES" is deleted and in its place is substituted the wording "Fire and Lighting - No Deductible."

All other terms, valuations and conditions remain unchanged.

*Eddie Adams*

Agent X

Eddie Adams, Inc.



Attached to and forming part of Policy No. 41231908  
COMPANY, Hartford, Connecticut.

of THE Travelers Indemnity

Effective as of 10-13-56

It is agreed and understood that Paragraph 2 "This policy insures against"  
is amended to read as follows:

"All risk of direct physical loss or damage except as hereinafter  
excluded."

All other terms, valuations and conditions remain unchanged.

*Eddie Adams*

Agent

Eddie Adams



A. LOTT, INC.

Attached to and forming part of Policy No. M-1234908 of THE TRAVELERS  
INDEMNITY COMPANY, Hartford, Connecticut.

Effective as of November 28, 1966.

It is understood and agreed that Paragraph 3 (1) is hereby deleted. It is, however, further agreed that this exclusion shall continue to apply to all jobs involving what is commonly referred to as a "total energy system" and to construction projects involving manufacturing or distilling plants.

All other terms, valuations and conditions remain unchanged.



DATE ISSUED 11/28/66

*Eddie Adams*

Adams, Eddie Ins.

Agent ✓

CITY OF SAN ANTONIO  
DEPARTMENT OF PUBLIC WORKS

LETTER OF CONDITIONAL APPROVAL

DATE: 30 MAR. 1968 J.D.  
22 April 1968

TO: Darragh & Lyda, Inc., and H. A. Lott, Inc. (a joint venture)  
P. O. Box 5296  
San Antonio, Texas 78201

PROJECT: Tourist Information Center  
& Chamber of Commerce  
Building

You are hereby advised that the project described herein has been visually inspected on the above date by the representatives of the interested Departments as shown below and it appears that the work meets the requirements of the plans and specifications with the following minor exceptions:

No exceptions.

Inspected by: Thomas J. Noonan Department Architect  
" " \_\_\_\_\_ Department \_\_\_\_\_  
" " \_\_\_\_\_ Department \_\_\_\_\_

Upon satisfactory correction of the above exceptions and not less than thirty (30) days subsequent to the above date, the project, if otherwise completed in compliance with the contract, will be eligible for a Final Certificate of Acceptance.

[Signature]  
Director of Public Works

cc: Contract File  
Engineering File  
Engr.-Architect  
Department of \_\_\_\_\_  
City Clerk ✓