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The construction of the United States Macadam Road at Fort Scott, Kansas

William McElroy

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THE CONSTRUCTION
of the
UNITED STATES MACADAM ROAD
at
FORT SCOTT, KANSAS.

Wm. McElroy

1909

Approved
Wm. McElroy

~~8293~~

8293

(ADVERTISEMENT)

RECONSTRUCTING NATIONAL AVENUE TO THE FORT SCOTT,
KANSAS, NATIONAL CEMETRY.

Office of the City Clerk, Fort Scott, Kansas, April 7, 1908.

Sealed proposals in triplicate, for reconstructing and repairing the government roadway, known as National Avenue, leading to the National Cemetery, at Fort Scott, Kansas, will be received at this office until 5 o'clock p.m., April 10, 1908, and then publicly opened. The United States joins in this project as to so much of the improvement, only, beginning at the end of the road nearest the cemetery, as can be made for the sum of \$16,500.00 of the appropriation made at the last session of Congress (34 Stat. L. 1347); and shall in no case be liable beyond that amount. Plans and specifications can be had and information obtained on application at this office. Right is reserved to accept or reject any or all proposals. Envelopes containing proposals should be marked "Proposals for Improvements to National Avenue", and addressed to the City Clerk, Fort Scott, Kansas.

J.O. Brown,
City Clerk, Fort Scott, Kansas.

(CIRCULAR)

Fort Scott, Kansas, April 7, 1908.

The following information is furnished in connection with the foregoing advertisement:

Bids must be for furnishing all labor and material required for the work, in accordance with plans and specifications, which may be seen at this office.

Each proposal should be in triplicate, accompanied by a guaranty from two responsible persons, or an acceptable surety company, executed in full legal form that if the bid of the party making the proposal is accepted within sixty days succeeding the date announced in the advertisement for opening of bids, he will at once,

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after being notified of such acceptance, enter into contract in accordance with the terms and conditions of this advertisement, and will give bond with good and sufficient sureties for the faithful and proper fulfilment of the same; and that in case of his failure to enter in such contract and give such bond, when required, they will pay the City of Fort Scott and the United States the difference between the amount of his bid and the amount for which the City of Fort Scott and the United States may contract with another party to perform the work, in case the latter amount be in excess of the former.

In case of individual guarantors, each will be required to justify in an amount not less than 20 per cent of the total consideration of the proposal.

Incorporated bonding and surety companies, officially recognized by the War Department will be accepted as guarantors for bidders in lieu of individual sureties on contractors' bond.

At the option of the bidder certified checks for the amount of the guaranty required may be received in place of other guaranty herein mentioned. These checks will be kept in a secure place, and will be returned to bidders by the City of Fort Scott when no longer required to protect the interests of the City and the United States.

Bidders who furnish certified checks as guaranty should note the fact on each number of their bid giving amount of check and bank upon which it is drawn.

The place of residence of each bidder, with postoffice address, county and state, district, or territory, should be given after his signature.

Subcontractors will not be recognized.

It will be understood and expressed in the contract that in case of failure of the contractor to faithfully comply with the

stipulations thereof, the City of Fort Scott and the United States shall have power to perform or complete the work by special contract or in such other lawful manner as they may elect, and the contractor shall be charged with the expense resulting from such failure.

The contract will provide that the work shall be completed on a fixed date. Bidders will state the time within which they propose to complete the work from the date of commencement thereof, the work to commence immediately after the approval of the contract by the City of Fort Scott and Quartermaster General of the Army.

After the acceptance of a proposal and execution of a formal contract and bond, payments may be made from time to time on account of the work actually executed and in place. Such payments will be discretionary with the City of Fort Scott and the United States officers in charge, based upon the estimated value of the quantity of such work, less twenty (20) per cent of the first fifty (50) per cent of completed work, to be retained until the entire and satisfactory completion, final inspection, and acceptance of all the materials and which time final payment of the balance due will be made; but no payment will be made for any materials delivered and not actually in place.

Contracts will be made subject to the approval of the City of Fort Scott and the Quartermaster General, U.S. Army.

The City of Fort Scott and the United States reserve the right to reject or accept any or all bids or any part thereof.

Copies of the advertisement and this circular should be attached and form part of the proposal as evidence that the bidder fully understands the conditions imposed.

No contract will be entered into unless the contractor shall when required furnish a bond with good and approved security for

the faithful performance of the contract and the amount of the penalty of such bond will not be less than 50 percent of the full sum of the consideration of the contract.

The attention of intending bidders for this work is invited to Executive order of September 19, 1906, relating to the limitations of the hours of daily service of laborers and mechanics employed upon the public works of the United States. Intending bidders are accordingly informed that no laborer or mechanic employed thereunder shall be required or permitted to work more than eight hours in any one calendar day, except in case of extraordinary emergency; also to Act approved August 13, 1894, which requires that a contractor shall promptly pay all liabilities incurred for labor and material in fulfillment of his contract, and the bond will provide that his sureties are liable for such in the event of his failure to do so.

No person or persons undergoing sentence of imprisonment at hard labor, which has been imposed by courts of the several states territories, or municipalities having criminal jurisdiction, shall in any way, be employed in the fulfillment of this agreement.

Approved by City Council, February 12th, 1908.

J.O. Brown,
City Clerk.

SPECIFICATIONS
of the
MATERIAL AND WORKMANSHIP REQUIRED
IN THE
IMPROVEMENTS TO THE
NATIONAL AVENUE TO NATIONAL CEMETRY.
FORT SCOTT, KANSAS.

In accordance with accompanying Plans prepared in the office of the City Engineer, Fort Scott, Kansas, and in the office of the Quartermaster General, U.S. Army.

GENERAL CONDITIONS.

1. Wherever the word engineer appears in these specifications the City Engineer of Fort Scott, Kansas, and the United States Officers in charge are intended.

2. The work is to be executed in the best and most workmanlike manner, according to plans and specifications, under the direction and to the entire satisfaction of the engineers, and in conformity with their instructions.

3. The contractor shall give his personal superintendence to the work, or have a competent foreman or superintendent, satisfactory to the engineers, on the job at all times during the progress of the work, with authority to act for him.

4. The contractor shall furnish all materials, ^{labor} etc., necessary to complete the work according to the true intent and meaning of the drawings and these specifications, of which intent and meaning the engineers shall be the interpreters. No local terms or classifications will be considered in the interpretation of these specifications.

5. The location and grade of the work will be indicated by the engineers, and the site shall be cleared of obstructions by the contractor, for the reception of the improvements, and should be examined by intending bidders.

6. It is intended that the drawings and specifications shall

include everything requisite and necessary to the proper and entire finishing of the work, notwithstanding every item necessarily involved by it not particularly mentioned, all work when finished is to be delivered up in a perfect and undamaged state.

7. Where no figures or memoranda are given, the drawing shall be accurately followed according to scale, or requirements of the work. In any case of discrepancy in the figures or drawings the matter shall be immediately submitted to the engineers, without whose decision said discrepancy shall not be adjusted by the contractor save only at his own risk; and in the settlement of any complications arising from such adjustment the contractor shall bear all extra expense involved. In cases of difference between drawings and specifications the requirements of the specifications shall govern. Where detailed drawings are furnished they will govern in as far as regards methods of construction not described or made clear by specifications. All drawings on a scale of one-quarter of an inch to one foot, no larger, will be considered detail drawings.

8. The drawings and these specifications shall be considered as cooperative, and work or material called for by one and not mentioned in the other is to be done or furnished in as faithful and thorough a manner as though fully treated of by both.

9. The Contractor must lay out his own work, and will be responsible for measurements; he must exercise proper caution and care to verify the figures before laying out the work, and will be responsible for any errors therein that otherwise might have been avoided. He shall promptly inform the engineers of any errors or discrepancies he may discover in the plans and specifications, in order that the proper corrections may be made and understood.

10. The engineers may require the contractor to dismiss such workmen as they deem incompetent or careless, and are to have access at all times to the work, which is to be entirely under their control.

11. The contractor shall be held responsible for all damage to the work from any cause during its prosecution, and until the same is finally accepted, even though partial payment may have been made for the completed work or material. He shall be held answerable for all damages that may occur to persons, animals, or vehicles, from want of proper lighting, watching, boarding, or inclosing, or any accident arising from the work or any damage to surrounding property, or any negligence on the part of himself or his employees.

12. All work and materials of every description shall be properly protected from damage from any source, both before and after being used in construction. Such protection as the engineers shall deem necessary shall be provided without additional charge to the City of Fort Scott or the United States.

13. The work must be carried on systematically, and is to be so managed at all times by the contractor as to secure rapid progress and avoid annoyance and inconveniences.

14. The contractor is to clean away, wherever directed by the engineers, the dirt and rubbish resulting from his operations, and remove all rubbish at completion, and the whole is to be delivered over clean and in perfect condition.

15. QUALITY OF MATERIAL. Except it be otherwise specified, all materials are to be of the best quality of their respective kinds. In all cases when an article is mentioned in these specifications in connection with the words "best quality", "approved quality", "approved", or "equal to", the engineer shall

decide what is the best and most suitable article, or method, to use.

16. INSPECTION AND ACCEPTANCE OF WORK. The contractor must understand that the material delivered and the labor furnished by him, at any and all times during the progress of the work and prior to the final acceptance of and payment for the same, shall be subject to the inspection of the engineers with the full right to accept or reject any part thereof; and that he must, at his own expense, within a reasonable time, remedy any defective or unsatisfactory materials or work, and in the event of his failure to do so, after notice, the engineers shall have the full right to have the same done and to deduct the cost thereof from any money due the contractor. All condemned materials must be at once removed from the reservation.

17. EXTRAS. No charge for extra work will under any circumstances be allowed by the United States.

18. EIGHT-HOUR LAW. The attention of all bidders is directed to the Act of Congress approved August 1, 1892, limiting the labor of mechanics and laborers when employed on public works, by contractors or otherwise, to eight hours in any calendar day, except in case of extraordinary emergency. It has been made the duty of all officers or agents of the Quartermaster's Department in charge of public works to report any violations of this law coming under their observation for such action as the Department of Justice may deem it necessary to take.

19. EMPLOYMENT OF CONVICT LABOR. In the performance of work herein specified, the contractor shall not, directly or indirectly employ any persons undergoing sentence of imprisonment at hard labor which may have been imposed by a Court of any State, Territory, or municipality having criminal jurisdiction, nor permit such employment by any person furnishing labor or materials to

said contractor in fulfillment of this agreement.

20.PATENTS. The contractor shall for all time secure to the City of Fort Scott and the United States the free and undisputed right to use any and all patented articles used in the work, and shall defend at his expense any and all suits for the infringement or alleged infringement of any patent or patents, and in case of adverse claims under patents, the contractor shall pay all such awards.

DESCRIPTION.

21. The work covered by these specifications consists in furnishing all labor and material required in the construction of a road bed, drains, culverts, bridge, etc., for the roadway to the Fort Scott, Kansas, National Cemetery, in accordance with plans prepared in the office of the City Engineer and the Officers of the Quartermaster General, U.S. Army.

SPECIFICATIONS FOR ROADWAY, BRIDGE, ETC.

22.NOTE. The macadam roadway shall be reconstructed on National Avenue, beginning at the National Cemetery gate and ending at a point 150 feet south of the south line of Seventh Street in the said City.

23.OLD ROADWAY. The old roadbed of the roadway shall be used as far as practicable, as the bottom course of the reconstructed roadway. In such places, as, in the opinion of the engineers, the old roadway is deemed unfit to be used for the bottom course of the reconstructed roadway, the road shall be constructed as follows:-

24.SUB-GRADE. The surface of the roadway shall be excavated to a proper depth, rolled and compacted with a steam side wheel road roller, weighing not less and ten (10) tons and when thoroughly compacted to the satisfaction of the engineers, shall be left true to sub-grade (which will be 12 inches below and rerolled to the established cross section of the street) as shown on the plans on file in the office of the City Clerk. Any soft and

spongy ground shall be removed and such excavations and other depressions that may appear shall be filled with dry earth, or broken stone, and rolled until the whole surface is firm and solid and done as the engineers may direct. All dirt, rubbish and stones that have accumulated on the old roadway shall be removed exposing the surface of the old road bed for a width of 40 feet. All portions of the old roadway which are above the proper grade for the bottom course of the reconstructed roadway shall be removed with picks and the old macadam thus removed shall be deposited on such depressions on the old road bed as the engineers may direct. Plow and scraper may be used to remove such high places with the consent of the engineers. When the old roadbed has been cleaned and graded to the proper sub-grade, the roadway shall be rolled and compacted to the satisfaction of the engineers. The preparation of the old road bed as described above, together with excavation and grading of any part of the roadway at such places as is deemed necessary to completely rebuild the roadway, shall be included in the contractor's bid for cleaning, grading and rolling the old roadbed and shall be paid for at the prices per square yard as bid by the contractor.

25. BOTTOM COURSE OF MACADAM. on the sub-grade prepared in the manner above described shall be required a layer of approved broken limestone, which when thoroughly compacted as hereinafter provided, shall be 7 inches deep. The stone in this layer shall be practically uniform in quality and shall be of such size as to pass in all directions through a 3-1/2 inch screen and be rejected by a 2 inch screen, free from dirt, dust and screenings. This layer shall be 7 inches in depth when thoroughly compacted by rolling, as required by the engineers.

26. TOP COURSE OF MACADAM. Upon the above described foundation shall be placed a layer of broken limestone of the same quality

as described above for the bottom course and such limestone shall be of sufficient depth to bring this layer to a uniform finish, free from irregularities and depressions to the established cross section as shown upon the plans for said improvement heretofore approved by the Mayor and Council of the City of Fort Scott, Kansas, and by the Quartermaster General, U.S. Army. The stone in this layer shall be broken so that it will pass in all directions through a 2-1/2 inch screen and be rejected by a 1 1/2 inch screen. This layer shall be thoroughly compacted by rolling and all defects corrected before spreading any limestone screenings upon the same. There shall be then cast upon this layer from the sides of the roadway a sufficient quantity of clean limestone screenings to completely fill all interstices. This layer shall then be flooded and rolled until it is compact and solid and ceases to crumple under the action of the roller, and until the screenings and water flush to the surface upon all parts of the roadway, and this is to be done to the satisfaction of the engineer. The limestone screenings shall be clean and free from all clay, dirt or other foreign matter, and of such size and quality as shall be acceptable to the engineers. No springling wagon having tires of less than 4 inches in width shall be used to flush or water this layer, in all of the above layers or courses the depressions must be filled and all defects in grade or cross section shall be corrected as the rolling progresses. All of the materials used in doing the work and the manner of doing such work shall be subject to the approval of the engineers. The preparation of the finished roadway including the two layers of stone, screenings, rolling and flooding of such places on the old roadway as may be deemed necessary to completely reconstruct the old roadway, shall be included in the contractors bid for spreading 9 inches of macadam

macadam and screenings, rolling and flooding of the old roadway and shall be paid for by actual cubic contents at the price per cubic yard as bid by the contractor for the 9 inch course of macadam and screenings.

27. TARVIA. On the surface of the finished roadway a coating of tarvia or some tar filling equally as good shall be spread, not less than 16,000 gallons to be spread on the entire roadway. The roadway shall be swept thoroughly clean and free from dust and dirt. On thus cleaned surface shall be spread tar or yarvia in sufficient amount to thoroughly cover the roadway. The tar or tarvia shall be applied hot (as near the boiling point as possible) from suitable tank wagons and evenly spread and brushed over the roadway. About ten hours after the tar has been applied a slight coat of clean sand, screenings or clean particles swept from the surface of the road shall then be spread as evenly as possible over the roadway and rolled with a steam road roller. The tar or tarvia shall not be spread on the road when roadway is wet or the least bit damp.

28 ROLLING. All the rolling above specified shall be done with a steam side wheel road roller weighing not less than ten (10) tons.

29. CURBING AND GUTTERING. Combined curb and guttering is to be constructed from Twelfth Street to a distance 150 feet south of Seventh Street on both sides of the roadway, and a 30 inch park gutter on both sides of the roadway from the south side of Twelfth Street to the gates of the National Cemetery. The combined curb and gutter and the park gutter shall be constructed in the best workmanlike manner of concrete, made of one part approved Portland Cement to two parts sharp, clean sand and four parts of crushed limestone. This mass shall be moulded into forms provided and set in place by the contractor, and shall not be rammed

until all interstices are thoroughly filled. The stone shall be of hard limestone, clean and free from all dust and dirt and other foreign material, and shall be crushed to a uniform size, the greatest diameter of which shall not exceed three fourths ($3/4$) of an inch and be not less than one fourth ($1/4$) of an inch and be acceptable to the engineers. With the consent of the engineers a mixture of Joplin chats may be substituted for the above mixture of limestone, the Joplin chats to contain by measure: Four (4) parts clean Joplin chats, two (2) parts sharp, clean sand, one (1) part approved Portland Cement. The concrete shall be prepared in suitable boxes and shall be formed by first thoroughly mixing the proper proportions of cement and sand together dry, to which only a sufficient amount of clean water shall be added to produce a mortar of proper consistency, when thoroughly worked. To this mortar the proper proportion of wet chats shall be added, and mortar and chats quickly and thoroughly mixed and turned at least two (2) times until the chats are completely covered with the mortar. Particular care must be taken that the concrete is well rammed and consolidated, and be entirely satisfactory to the engineers. Before the concrete of the curbs and gutter has thoroughly set the exposed surface of the curbs and gutter shall be thoroughly swept with a cement grout composed of one (1) part cement, above described, and two (2) parts of clean, sharp sand. Enough grout shall be used to thoroughly fill all interstices, and to bring the surface of the gutter to a uniform, even finish. The sand and cement shall be thoroughly mixed dry, and then enough water added to make a thin mortar or grout. Great care must be taken to have the surface lines true to the line of the grade and cross section, as indicated upon the plan. The curbs and gutters shall be constructed to the true lines and grades as

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established by the engineers. The contractor must protect the line and grade stakes, and will be held responsible for any defective work occasioned by his negligence in this regard. The curbs and gutters shall be laid in continuous stones, each section to be about six(6) feet in length, as may be ordered, each stone to be entirely separated from the neighboring stones at the joints by steel templets three-sixteenths($3/16$) of an inch thick, and of same length and depth as stone is wide and thick, so that any one stone may be removed from the work without injury to itself or to the adjacent stones. The joints shall be smooth, straight, as small as practicable/shall be plumb throughout their depth and at right angles to the line of the work. Any spalling or splitting off whatever of the finished surface of the curbs and gutters, either at the joints or in the body of the stone, will be sufficient cause of rejection, and any rejected stone must be removed and replaced with a new one immediately. No patching of any character will be allowed. The contractor must protect the work during the construction and until the contract is completed, against the elements of damage from any cause, and the contractor agrees to allow a steam roller weighing ten(10) tons or more to travel within six(6) inches of the edge of the gutter ten(10) days after the same has been built, and to permit said roller to compact the pavement next to said gutter within twenty(20) days after its completion, and to replace any stone that may be injured in said rolling. The contractor hereby guarantees that said gutter shall be of such perfect material and workmanship as to endure for a period of three(3) years after the completion and acceptance of said work without showing settlement, cracks, or any other defects, and said contractor shall, during the time of said guarantee, remove such pieces of stone as may show any defects and substitute work therefor when called upon to do so by the

City of Fort Scott, Kansas, and shall complete such work of replacing defective stones within thirty days after the issue of written notice so to do, and such new work shall, in every respect, conform to these specifications. The contractor will be permitted to use such method of moulding the gutter into shape as may be deemed best fitted to the work, but all fees for any patented invention, article or agreement that may be used upon or in any manner connected with said work or any part thereof embraced in these specifications, or their appurtenances, shall be included in the price stipulated in the contract for said work.

30. CATCH BASIN. At points indicated by the engineers construct in the gutter lines the necessary catch basins to have heavy cast iron frames and covers and to be provided with the necessary outlet drains and headers. The design of the catch basin, frames and covers, drains and headers, to be submitted by the contractor and approved by the engineers and to be fully adapted to the location at which each catch basin is to be placed

31. BRIDGE. The present abutments of the bridge at Walker Street to be torn down, making all necessary excavations for the foundations and the construction of a double arch of brick on limestone rubble foundation with part of abutment and all backing to be composed of first class Portland Cement concrete, Concrete shall be composed of crushed limestone, clean, sharp sand free from foreign matter, and Portland cement of an approved brand. The crushed stone shall be sound, clean, hard limestone, free from clay, dirt or other foreign matter, and broken that the greatest dimension shall not exceed 2-1/2 inches and the smallest dimension be not less than 1/4 inch. The concrete shall be contained by measure of six parts of crushed limestone, three parts clean, sharp sand and one part approved Portland Cement. The

concrete shall be prepared in suitable boxes and shall be formed by first thoroughly mixing the proper proportions of sand and cement together dry, to which only a sufficient amount of clean water shall be added to produce a mortar of proper consistency when thoroughly worked and to this mortar the proper proportions of wet limestone shall be added and mortar and stone quickly and thoroughly mixed and turned at least two times until the stone is completely covered with mortar. The concrete shall then be immediately deposited in place on the abutments and backing of the arches and thoroughly tamped and compacted. Concrete to be placed in abutments and backing as shown on plans. Brick must be number two paving brick, smooth and well shaped. Mortar must be made of one part by volume of approved brand of Portland cement and two parts by volume of clean, sharp sand, or such other proportions as may be prescribed by the engineers and be thoroughly mixed together dry and enough clean water added to make mortar of the proper consistency. No mortar to be used after it has begun to set. The brick must be laid flush on the cement mortar and must be thoroughly wet when laid. All joints and beds must be thoroughly filled with mortar as to leave no empty space whatever in the masonry of the walls and arches, which must be solid throughout. The brick in coping and end walls must be laid with ordinary English Bond, five stretches to one header course. Rubble foundation stone used in the foundation for the arches to be that taken from the abutments of the old bridge and shall be laid with mortar as specified for the brick above. Foundation to be pointed with mortar as specified above. Contractor to furnish all labor, materials, etc., except as herein specified, to complete the work according to the true intent and meaning of these specifications, of which intent and meaning the

engineers shall be the interpreters. The work to be executed in the best workmanlike manner according to the plans and these specifications and under the direction and to the satisfaction of the engineers. The specifications for Ninth Street arch will be same as those above named for the Walker Street arch, except that the Ninth Street arch is to be nine inches thick and alid on rubble foundation now used for abutment.

THIS AGREEMENT entered into this 16th day of June, nineteen hundred and eight, between Lieutenant Colonel Frederick Von Schrader, Deputy Quartermaster, U.S. Army, for and in behalf of the United States of America, party of the first part, and R.J. Harris, Mayor, for and in behalf of the City of Fort Scott, Kansas, party of the second part, each to the extent hereinafter specified, and R.S. Gilfillan & Son, of Iola, Kansas, party of the third part, WITNESSETH, That the said parties hereby covenant and agree to add with each other as follows:

ARTICLE I. That subject to all the stipulations and agreements hereinafter contained, the said party of the third part shall furnish all materials, appliances, labor and other services necessary or required in the execution of the work of reconstructing and repairing the Government roadway extending to the National Cemetery at Fort Scott, Kansas, in accordance with the plans, specifications and circular of instructions therefor, copies of which are hereto attached and made a part of this agreement. The said "specifications" shall be construed as including everything written or printed under the general heading such as protection of materials and against injury to persons or property, guaranteeing the work against defects, and protection to the parties of the first and second parts with respect to patented articles and processes, as well as the more direct requirements as to labor and materials.

ARTICLE II. That the liability of the party of the first part shall be and is hereby limited to the sum of sixteen thousand five hundred dollars (\$16,500.00-), which is applicable only to the reconstruction and repairing of so much of the road commencing at the end of the road nearest the cemetery so as to make a

thoroughly good road for such distance as can be completed for such sum. That the liability of the party of the second part shall be and is hereby limited to the sum of three thousand nine hundred and forty dollars(\$3,940.00),which is applicable to the remainder of the road.

ARTICLE III. That that portion of the road for which the party of the first part is liable shall be subject to inspection and acceptance or rejection of the authorized officers or agents of the said party of the first part, That that portion of the road for which the party of the second part is liable shall be subject to the inspection and acceptance or rejection of the authorized officers or agent of the said party of the second part.

ARTICLE IV. That the places of deposit of materials and of earth, stone, cement and rubbish shall be subject to the approval of the parties of the first and second parts, and upon completion of the work and before acceptance, all rubbish and surplus materials shall be removed by the party of the third part and deposited where directed by the parties of the first and second parts.

ARTICLE V. That no mechanic or laborers employed in connection with this contract shall be required or permitted to work more than eight hours in any one calendar day, except in case of extraordinary emergency.

ARTICLE VI. That work on this contract shall commence on or before the 22nd of June, nineteen hundred and eight, shall be carried forward with reasonable dispatch, and be completed on or before the 22nd day of December, nineteen hundred and eight.

ARTICLE VII. That for and in consideration of the faithful performance of the stipulations of this agreement the party of the third part shall be paid as follows:

(A) By the Depot Quartermaster, St. Louis, Mo., for that portion of the work for which the party of the first part is liable the sum of sixteen thousand five hundred dollars, (\$16,500.00). Partial payments therefor may be made at such times and in such amounts as the officers in charge of the work may elect, based upon estimates to be made by him of the completed work. Upon the first fifty (50) per centum of the completed work twenty (20) per centum of the amount of each account shall be retained until the final completion and acceptance of all the work under this contract.

(B) The said party of the second part agrees to pay to the said party of the third part the balance due said party of the third part under the terms of this contract, three thousand nine hundred and forty dollars (\$3,940.00), at the time the entire work under this contract is completed, or by partial payment upon estimates certified by the engineer of the City of Fort Scott, Kansas, and approved by the Mayor and Councilmen of said City.

ARTICLE VIII. That in the case of the failure of the said party of the third part to comply with the stipulations of this agreement according to the true intent and meaning thereof, then the parties of the first and second part shall have the power to complete the work at the expense of the said party of the third part in such manner as the parties of the first and second part shall deem best for the interests of the public service, either by day's labor and open market purchase of the necessary materials or by contract, or both, and any excess of cost resulting from such failure shall be charged to the party of the third part.

ARTICLE IX. That neither this contract nor any interest therein shall be transferred by the said party of the third part to any other party or parties, and any such transfer shall cause the annulment of the contract so far as the United States and the

City of Fort Scott, Kansas, are concerned; all rights of action, however, for any breach of this contract by the said party of the third part are reserved to the United States and the City of Fort Scott, Kansas.

ARTICLE X. That no member of or delegate to Congress, nor any person belonging to or employed in the military service of the United States, is or shall be admitted to any share or part of this contract, or to any benefit which may arise therefrom.

ARTICLE XI. That this contract shall be subject to the approval of the Quartermaster General, U.S. Army.

IN WITNESS WHEREOF, on the date first hereinbefore written, the parties of the first and third part have placed their hands, and the City Council, of the City of Fort Scott, Kansas, party of the second part, have caused this instrument to be executed by its mayor and attested by its clerk with its corporate seal attached, in accordance with a resolution of the Mayor and Councilmen of said city duly adopted, on the 16th day of June, 1908

Witness

Frederick Kruger

as to

F. Von Schrader

Lieutenant Col. and Deputy
Quartermaster General, U.S.
Army

Attest

J. O. Brown

City Clerk

THE CITY OF FORT SCOTT, KANSAS
By R. J. Harris

Mayor

Witness:

R. S. Gilfillan & Son

By

R. S. Gilfillan

M. R. Amerman

as to By

A. B. Gilfillan.

as to

WHEREAS, on June 16th, 1908, a contract was entered into between the United States, represented by Lt. Col. F. Von Schrader, Deputy Quartermaster General, U.S. Army, and the City of Fort Scott, Kansas, represented by R. J. Harris, Mayor of the City of Fort Scott, Kansas, known hereafter as parties of the first part, and R. S. Gilfillan & Son, a firm consisting of R. S. Gilfillan and A. B. Gilfillan, as members (Hereinafter designated as contractors), for the reconstruction and repair of the Government road of the Fort Scott National Cemetery for the sum of twenty thousand four hundred and forty dollars (\$20,440.00) of which sum the Government agreed to furnish the sum of sixteen thousand five hundred dollars (\$16,500.00) and the City of Fort Scott, Kansas the sum of thirty-nine hundred and forty dollars (\$3,940.00)

That, in consideration of the City of Fort Scott, Kansas furnishing the services of its civil engineer, without cost to the Government to supervise the construction of the entire roadway, acting under the orders of the representative of the United States, on that part to be constructed by the Government, who will closely and thoroughly supervise that part of the work, immediately reporting to the representative of the United States any lapses on the part of the contractor, the Government agrees to furnish an additional sum of one thousand dollars (\$1,000.00), to be applied to the Government portion of the roadway, extending that portion in accordance with the sum added, proportionately, thus reducing the liability of the City of Fort Scott, Kansas, to the sum of twenty-nine hundred and forty dollars (\$2,940.00)

This agreement to have no binding effect on the United States until it shall have been approved by the Quartermaster General, U.S.Army.

Witness our hand this 27th day of June, 1908.

Witnesses:	The United States.
<u>Frederick Kinge</u> by	<u>F.VonSchradar</u> Deputy Quartermaster General, U.A.Army
<u>Paul B. Brooks</u>	<u>R.J.Harris, Mayor</u>
<u>Witnesses to City Officials</u>	<u>J.O.Brown, City Clerk.</u>
<u>and Contractors Signatures</u>	R.S.Gilfillan & Son.
	by R.S.Gilfillan. Member of firm
	by A.B.Gilfillan, Member of Firm

We, the sureties on the bond pertaining to the above-described contract, dated June 16th, 1908, hereby assent to the foregoing.

Witnesses.

<u>T.H.Bowlus</u>	as to	<u>Geo.A.Bowlus.</u>
<u>Rose E.Marr</u>	as to	<u>John T.Wood.</u>
<u>B.J.Hicks.</u>	as to	<u>Ira D.Kelley</u>

(Executed in Quadruplicate)

PROPOSAL FOR RECONSTRUCTING NATIONAL AVENUE,

FORT SCOTT, KANSAS.

April 10, 1908.

To Hon. Mayor and Councilmen,
Fort Scott,
Kansas.

Sir:

In accordance with your advertisement and circular of instructions of inviting proposals for reconstructing National Avenue and subject to all the conditions and requirements thereof, and of your specifications dated , copies of both of which are hereto attached, and, so far as they relate to this proposal, are made a part of it, we

(1) Clean, grade and roll old roadway, 40 feet wide, approximately 35000 square yards at .3-1/2 cents per square yard.

(2) Placing, rolling and flooding about 9 inches of macadam and screenings along the roadway, approximately 8000 cubic yards at \$1.50. per cubic yard.

(3) Spreading and rolling about 16000 gallons of tarvia over approximately 32000 square yards of roadway at .08 cents per square yard.

(4) Building and constructing one double arch culvert at Walker Street \$760.00

(5) Building and constructing one single arch culvert at Ninth Street, \$100.00

(6) Constructing 30 inch concrete park gutter approximately 1100 feet at 34-1/2 cents per lineal foot.

(7) Construct and complete roadway from the cemetery gate to a point 150 feet south of the south line of Seventh Street, with the arches over the waterways at Walker Street and Ninth Street, and park gutter from the cemetery gate to the south line of Twelfth Street, \$_____

(8) All the above proposals to be made and bids given to do said work in accordance with the plans and specifications on file in the office of the City Clerk of the City of Fort Scott, Kansas.

WE will begin work ten days after contract is signed.

We will complete work in six months.

We make this proposal with a full knowledge of the kind, quality and quantity of the articles required and should we receive notice of the acceptance of all we will, if required by the United States or its legal representative, enter into contract within the time designated in the advertisement, with good and sufficient sureties for the faithful performance thereof.

This Bid is for all the work or none.

Signature R.S.Gilfillen & Son.

by R.S.Gilfillen,

Address. Iola, Kansas.

GUARANTY OF THE ABOVE PROPOSAL.

Enclosed find check for Twelve hundred dollars certified by the Allen County State Bank as Guaranter of good faith.

Office of

Wm. McElroy,

City Eng. and St. Com.

Fort Scott, Kansas, 4-10-08

Volume of stone spread to be determined either by wagon measurement at point of delivery and 10% deduction made of this measurement account of voids in stone, stone to be hauled approximately one mile, or stone measured in place by cross-section. Contractor to have option of choice of method of measurement.

R.S. Gilfillen & Son.

by R.S. Gilfillen

Approved,

Wm McElroy,

City Engineer.

Fort Scott, Kansas April
7th, 1908.

To the Honorable Mayor and Council of the City of Ft. Scott,
Kansas.

Gentlemen:--

Herewith an estimate of the cost of cleaning, grading, and paving, with nine (9) inches of macadam and screenings, National Avenue from the National Cemetery to 150 feet south of the south line of 7th street: the covering of the above length of roadway 36 feet wide with one coat of Tarvia or some other material equally as good: the construction of one double arch at the Walker Street waterway; the construction of one single arch at the 9th street water way; the guttering of National Avenue from the Cemetery gates to the south line of 12th street with 30 inch wide park gutter.

Cleaning, grading, rolling old road way 40 feet wide 35000 sq. yards.	\$1200.00
Spreading 9 inches macadam and screening, rolling and flooding 8000 cu. yd at \$1.50	\$12000.00
Tarvia, spreading and rolling 32000 sq. yds. at 8 cts.	\$2560.00
Walker St. Double arch brick	\$760.00
9th St. Single Arch brick	\$100.00
30 inch park gutter, 11000 lineal ft. at 35¢	<u>\$3850.00</u>
	\$20470.00

Wm. McElroy
City Engineer.

Fort Scott, Kansas, Oct/6h, 1908

Lt. Col. F. Von Schrader,
Deputy Q.M. General, U.S. Army,
St. Louis, Mo.

Sir:--

I respectfully submit herewith a report of the work done,
up to October 1st, on the Government Roadway at Fort Scott, Kan.

Roadway; cleaning, grading, rolling,

lineal feet	5527.6.	\$829.17	69% complete
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Park Gutter

lineal ft.	11014.4	at \$.35	\$3855.04	100% complete
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Macadam in place cu. yds. 3498.5

Screenings in place " "	745.5	
Total	<u>4244.</u>	

Less 10% shrinkage	424.4	
cu yd.	<u>3019.6</u>	at \$1.50

\$5929.40	47.7% complete
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Double brick arch at Walker Street \$766.00. 100% complete

Tarvia, none applied

9th Street brick arch, no work done

Work done on entire contract,	<u>\$11173.61</u>	54.6% complete
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Contract price \$20440.00

Respectfully

Wm M. Elroy
City Engineer in charge.

Fort Scott, Kansas, Nov. 2nd. 1908.

Lt. Col. F. Von Schrader,
Deputy Q. M. General, U. S. Army,
St. Louis, Mo.

Sir:--

I respectfully submit herewith a report of the work done,
October 1st to October 30th., on the Government Roadway at Fort
Scott, Kansas:

Roadway; cleaning, grading, rolling:

3200 sq. yds at \$.035 per yd. \$112.00
79.3% complete

Macadam and screening in
place 2039.5 cu. yds

less 10% 203.5 cu yds shrinkage

1835.6 cu. yds at \$1.50 per yd. \$2753.4 70.6 complete

Tarvia

9638.8 sq. yds at \$.08 per yd. \$771.1 30.1% complete

9th street arch, no work done.

Total work done to Oct. 30th., 08 \$14853.74 72.5% complete

Contract price \$20440

Respectfully



City Engineer in charge.

Fort Scott, Kansas, Nov. 10., 1908.

Lt. Col. F. Von Schrader,
Deputy Q. M. General, U. S. Army,
St. Louis, Mo.

Sir:--

I submit herewith a report of the work done, October 30th to November 14th., on the Government Roadway at Fort Scott, Kan.

Roadway; cleaning, grading, rolling:

4356.4 sq yds at \$.035 per yd. \$ 152.47 91.7 com.
plete

Macadam and screenings in place

1004. cu yds

less 10% 100.4 cu yds shrinkage

903.6 cu yds at \$1.50 per cu yd \$1355.4

81.9 % complete.

Tarvia

12585.2 sq yds spread at \$.08 / yd \$1006.81

69.4 complete

9th St. Arch complete \$ 100.00
100% complete

Total \$2614.68

Respectfully,


City Engineer in charge.

Fort Scott, Kansas, Nov. 16, 1908

Lt. Col. F. Von Schrader,

Deputy Q.M. General U.S. Army,

St. Louis, Mo.

Sir:--

Herewith a summation report, of work done on the Government Roadway at Fort Scott, Kansas, to November 14th., 1908.

Roadway; cleaning, grading, rolling 32123.5 sq.yds at \$.035 /yd	\$1124.32	91.7% complete
park gutter 11014.4 feet at \$.345 /foot	\$3799.96	100% complete
Macadam and screenings in place 7287.5 cu yds less 728.7 cu yds shrinkage 10% 6558.2 cu yds at \$1.50/cu yd	\$9838.20	81.9% complete
Double Arch at Walker St.	760.00	100% complete
Tarvia 22224 sq.yds spread at \$.08 /yd	\$ 1777.92	69.4% complete
4th Street	\$100.00	100% complete
Work done on entire contract	\$17400.40,	85.1% complete.

Contract price \$20440.00

Respectfully


City Engineer in charge.

Fort Scott, Kansas, Dec. 1st., 08.

Lt. Col. F. Von Schrader,
 Deputy Q.M. General U.S. Army,
 St. Louis, Mo.

Sir:--

Herewith a report of the work done on the Government
 Roadway at Fort Scott, November 14th to December 1st, 1908.

Roadway; cleaning, grading, rolling:

3276.5 sq. yds at \$.035 / yd. \$114.68 -100 % complete

Macadam and Screenings in place

568 cu yds.

less 56.8 cu yds shrinkage 10%
511.2 cu yds at \$1.50 / yd

\$ 766.80 - 88.3% complete
\$ 881.48 - 89.4 % complet

Respectfully,

Wm. M. Almy
 City Engineer in charge.

Fort Scott, Kansas, Dec. 31, 1908.

Lt. Col. F. Von Schrader,
Deputy Q.M.General U.S.A.,
St. Louis, Mo.

Honorable Mayor and Council,
Fort Scott, Kansas.

Gentlemen:

I submit herewith a final estimate of the cost of re-constructing the Government roadway at Fort, Scott, Kansas from the National Cemetery Gates to a point 150 feet south of the south line of 7th street.

Roadway: cleaning, grading, rolling.

35400 sq. yds at \$.35 per yd..... \$1239.00

Park Gutter.

11014.4 feet at \$.345 per foot.....\$3799.96

Macadam and Screenings in place

8601.5 cu yds

less 860.1 cu yds 10% shrinkage

7741.4 " " at \$1.50))).....\$11612.10

Double brick arch at Walker Street..... \$760.00

Tarvia Spread.

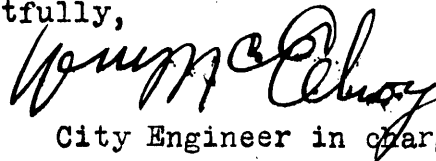
31860 sq yds at \$.08 per yd.....\$2548.80

9th Street Arch.....\$100.00

Total \$20059.86

Contract price \$20440.00

Respectfully,



City Engineer in charge.