

File No. 6564.

CORRESPONDENCE.

SEWERAGE COMMISSION
OF THE CITY OF BALTIMORE
CHIEF ENGINEER'S OFFICE
AMERICAN BUILDING.

Baltimore, July 17, 1907.

W. Cabell Bruce,
City Solicitor.

Dear Sir:-

4822

I beg to call your attention to paragraph 1 on page 26 of Storm-Water Contract No. 2, regarding tunnelling, - "No excavation shall be made in tunnel without the consent of the engineer."

When excavation was begun on our storm-water drain from the corner of 28th and Oak streets to 29th street, the contractor requested the privilege of excavating this drain in tunnel; this request was complied with and the excavation has proceeded for some distance in tunnel. Rock was encountered in the tunnel excavation and the contractor intimates that he will expect compensation the same as if the drain had been dug in open trench, i.e., that the rock will be paid for per cubic yard at the price bid, and that he will be paid for the entire amount of earth above the rock to the surface of the ground, even though he does not excavate it, the same as though he did excavate it in open trench.

This is a matter which requires a thorough understanding of all the rights of the City and of the contractor, and I would be pleased to have your opinion on it.

In connection with this matter I would call your attention also to clause 31 on page 36 of Storm-Water Contract No. 2, which refers to the question of compensation in open trench where rock is encountered, and to clause 21 on page 33, regarding payment for tunnelling. I cannot help but feel that this is made very plain so far as we are concerned.

This is the same contractor who has made an issue regarding extra earth to be removed, and he is evidently trying to strain every little point. None of our other contractors have made these points.

Yours truly,

(Signed) Calvin W. Hendrick,
Chief Engineer.