

File No 9729 Continued.

CORRESPONDENCE.

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appreciated that fact when they started work and more or less conceded the point. The first piece of work undertaken was the dredging of that neck of land east of the south end of the old block street draw bridge; when the dredge employed on this work came to the belgian block pavement they requested the Harbor Board to remove or cause to be removed the belgian blocks in the line of dredging. Later, however, when we moved some blocks from the bed of West Falls Avenue, they protested and claimed that all of the blocks in the line of dredging and construction belonged to the Contractor, and I fear, under the terms of the specifications, that they are right, unless you can see where it is possible that the City, under the specifications, may claim the right of same.

On the first page of our specifications, under the clause "GENERALLY", there is a clause which provides:

"It is intended to remove all present wharves and bulkheads, including all stones, timber and piles, within the lines of dredging, also to excavate all material above and below Mean Low Water to a depth of twenty-four feet below Mean Low Water within the limits, as herein below described, and to construct new piers styled 4, 5 and 6 and East Falls Avenue as shown on blue-prints and on plans on file in the office of the Harbor Board, which plans shall form a part of these specifications and of the contract. The excavations above and below Mean Low Water to be measured by scow measurement.

All old material, piles, timber and stone removed shall become the property of the Contractor".

I should also respectfully refer you to Sections 12 and 13, page 3, which reads as follows:

12. HARBOR ENGINEER TO MAKE EXPLANATIONS. The Harbor Engineer shall make all necessary explanations as to the meaning and intention of these specifications, and shall give all orders and directions contemplated herein or hereby, and in every case in which a difficult or unforeseen condition shall arise in the performance of the work required hereby.

13. DISCREPANCIES IN PLANS AND SPECIFICATIONS. Should there be any discrepancies in or between, or should any misunderstanding arise as to the import of anything contained in the plans and specifications, the decision of the Harbor Engineer shall be final and binding. Any errors or omissions in plans and specifications may be corrected by the Harbor Engineer, when such corrections are necessary for the proper fulfillment of their intentions as construed by him.