

File No. 36404

Baltimore, October 20, 1924.

Mr. Ralph C. Sharretts, ~~Secretary~~,
Public Improvement Commission,
City Hall,
Baltimore, Maryland.

Dear Sir:

13985

Some months ago you referred to me certain correspondence relating to conditions at the Westport School.

As I understand it, Lloyd E. Mitchell, Incorporated, had an independent contract with the City for the plumbing and heating work at the Westport School. The J. L. Robinson Construction Company were the General Contractors. Lloyd E. Mitchell, Incorporated, was delayed in completing the work, and now has presented a claim for damages amounting to approximately sixteen hundred dollars (\$1600.00). It appears that the greater part of the blame for the delay belongs to the General Contractor, although it in turn asserts that the City is responsible for conditions which delayed both the General Contractor and the Independent Contractor. I have studied this matter carefully and have concluded that the City is not legally responsible to the Independent Contractor for any damages it may have suffered due to its being delayed on the plumbing and heating work. The form of proposal submitted to the Board of Awards specifically provides that the Independent Contractor has made all allowances for the contingencies, etc.

I also understand that the General Contractor desires the City to waive damages due it, because of the failure to complete the work under the general contract within the time specified. Of course, this is a matter which the Board of Awards will consider upon recommendation from the Commission or its Supervising Engineer.

I would have answered your letter some time ago, but the matter has been held in abeyance at the request of Mr. Perring, until a conference of all parties could be arranged. The conference was held recently.

I beg to return herewith the correspondence.

Very truly yours,

(Signed) Philip B. Perlman,
City Solicitor.