

Mr. R. E. L. Williams, Building Construction Engineer (cont'd)

the contract, in accordance with the provisions of Subsection (e) of Section 28.

However, Subsection (d) of Section 28, provides that the Building Construction Engineer may require the contractor to deliver to him certifications of payments in full for all materials and work furnished and/or installed under the contract before final vouchers for settlement are passed.

Under the provisions of Section 42, Subsection (d), of the Specifications, Proposal, Contract and Bond, there is no contractual relationship between the City and any subcontractor. The disputes, therefore, between the Globe Improvement Company and Mr. Hairsine, the claims and counter-claims, whatever there may be, and judgments obtained by the Globe Improvement Company against Mr. Hairsine, are not germane to the issue and question herein involved, nor need they be discussed or considered in determining the procedure to be followed to protect the interest of the City and of the Globe Improvement Company, the parties concerned under the contract.

It appears, however, that the situation described in your letter is specifically covered by the provisions of Section 28, Subsection (f), of the Specifications, Proposal, Contract and Bond. This Section provides that when written notice is given to the Building Construction Engineer "by persons having done work or furnished materials for said contract, that there is money due and unpaid for such work and materials, the contractor shall furnish the Building Construction Engineer with satisfactory evidence that said money has been fully paid or satisfactorily secured by him. In case said evidence is not furnished as aforesaid, such amount or amounts as may be necessary to meet the claims of persons aforesaid may be retained from any moneys due the contractor under the contract until these liabilities shall have been fully discharged or such notices withdrawn."

From your letter and the Exhibits therewith enclosed, it appears that both projects have ^{been} satisfactorily completed, and, after inspection, have been accepted by the City, and that Mr. Hairsine is the only person who did work or furnished materials for said contract, who has filed a claim that there is money due and owing him for such work and materials. In the absence of any other written notices to the Building Construction Engineer that there are other moneys due and unpaid for work and materials under this contract, in accordance with the provisions of Section 28, Subsection (f), of the Specifications, Proposal, Contract and Bond, the Building