

CONTRACTS ON THE WATER WORKS.

To the Hon. The Mayor and Common Council of the City of Albany.

GENTLEMEN—The report of your Water Committee, on the petition of A. McQuade and others, relative to the contract for excavating the trenches for the water pipes, and which was referred to the Water Commissioners, has been received.

On the 27th of May last the Water Commissioners, agreeable to the terms of their advertisement, opened the proposals for excavating the trenches for the water pipes, at which time the Chief Engineer was requested to make calculations as to the costs of the different proposals, and to report the result the next day.

The next morning, Mr. McAlpine reported that Mr. Wheeler's proposal was very much lower than that of any of the others, except Roberts & Colwell's, which was rejected by the Water Commissioners as they offered no sureties or guarantors, as required by the terms of the advertisement.

After some considerable discussion the subject of giving the contract to a person who was not a resident of this city, Wm. McAlpine was requested to review the calculations, and to make a more particular examination thereof, and to report the result when completed.

On the 31 day of June, Mr. McAlpine made a further report on the subject, and then informed the Commissioners, that after the particular examination he had given to the subject, he was confident that Mr. Wheeler's proposal was the lowest by between \$9,000 and \$10,000, except Roberts & Colwell's, which was rejected as before mentioned.

Upon these assurances from the Chief Engineer, the contract was awarded to Chas. H. Wheeler, after having been under consideration for three or four days.

When enquiries were made for Mr. Wheeler, it was reported by Mr. E. H. Tracy, his surety, that Mr. Wheeler was out of town, but that if the Water Commissioners wished to have the contract signed immediately, he, Tracy, as the surety of Wheeler, would assume to take the contract in his own name, which proposition was assented to by the Water Commissioners, provided E. H. Tracy would consent to make certain alterations in his proposals, which he assented to, and the contract was signed.

The Water Commissioners having referred the report of your Water Committee to the Chief Engineer to examine and report thereon, have received from him a communication in answer thereto, which is herewith presented.

In regard to the resolution of the Common Council of the 15th of August instant, in relation to additional hydrants and trenches, which was referred to the Water Commissioners, they report that they requested an interview on the subject with the mover of the resolution, and such other members of the Common Council as he should select. On the 22d instant, Messrs. Aldermen Scott, Dexter, Wasson and Courtney, together with the Chief Engineer of the Fire Department, had a consultation with the Chief Engineer of the Water Works on the subject of the resolution, when it was agreed to put down twenty-five additional hydrants, making in all one hundred and fifty-one hydrants, and eighty additional branches having been previously ordered to be put down by the Water Commissioners, to which hydrants can be attached hereafter, with which arrangement all the gentlemen present appeared to be satisfied, and the Engineer was directed immediately to carry the same into effect.

All of which is respectfully submitted,
JAMES STEVENSON,
JOHN TOWNSEND,
ERASTUS CORNING,
JOHN TAYLOR,
R. E. TEMPLE.

WATER COMMISSIONERS' OFFICE, Aug. 29, 1851.

ALBANY, August 16th, 1851.

To the Water Commissioners of the city of Albany:—

GENTS:—I have to acknowledge the receipt of a printed copy of a report made on the 4th instant, by V. Ten Eyck and George M. Sayles, Esquires, of the Water Committee of the Common Council, on the award of the contract for the excavation of the trenches, etc., for the water pipes; with instructions from you, carefully to examine, and report on the statements therein contained.

In ordinary cases, a simple statement of the whole facts, without comment, would be sufficient; but in this instance, justice to the public, and also to the committee, demands that a review of the circumstances connected with the award, and a correction of the misstatements of the report, and of the conclusions it deduces from erroneous data, be made with considerable detail.

The committee give an extract from the advertisement of the 19th of May last, of the size of the trenches on which they base their subsequent calculations, but omit to furnish, in the same connection, the clause of the specifications which says, that "the depth and width of the same shall be changed to suit the grades of the streets and other circumstances."

The minimum intended sizes only, are given in the specifications, but, the irregular grades of the streets;—the different kinds of soil, requiring varying slopes;—the effect of heavy rains;—the necessity of frequent changes as to depth and location of the trenches to avoid drains, cross drains, water logs, and gas pipes;—the excavations for the branches, stop-cocks, and hydrants, rendered the reservation of the right to change the size of the trenches indispensable, and were items of too great magnitude to escape the attention of the Commissioners in comparing the value of the respective bids.

They were also facts, of which the committee were apprized, previous to making their report.

The committee state that they "have adjudged that the offer of Messrs. Roberts & Colwell was the lowest," that "their proposal was rejected by the Commissioners, in consequence of neglecting to offer the security as required by the terms of the advertisement," that they (the committee) "have enquired relative to the standing, &c. of Messrs. Roberts & Colwell, and that if the Commissioners had awarded them the contract, no doubt they would have entered into the same, and given the security required."

Previous to the judgment which the committee have given in this case, the Commissioners had ascertained that the offer of Roberts & Colwell was the lowest, but in the advertisement asking for proposals, they had explicitly stated, "that the work would be given only to persons of known fidelity, and acquainted with the execution of such kind of work, and where the persons offering, or their sureties or guarantors, were not known to the Commissioners or the Engineer, certificates of their ability would be required." Messrs. Roberts & Colwell were not known to the Commissioners or the Engineer, nor did they offer the required sureties that they would faithfully perform the work, nor did they even themselves offer to, or furnish any guaranty, that they would enter upon the contract if it was awarded them, and the presumption was, that they would not do so. They left the city immediately after making their bid, without filing up the blank for their address, and did not appear again until the contract with Mr. Tracy had been executed.

The Committee also adjudge that "if the proposal of Roberts & Colwell was rejected for the want of security, this, (the Wheeler bid,) ought also to have been rejected for not complying with the printed forms." This assumption of the committee is unwarranted, for the cases are not analogous. The one party failed to furnish either sureties, guarantors, certificates of ability, or even identity. The other party was known by the Commissioners to have executed a large amount of precisely similar work in the city of N. York. He furnished ample surety, and guaranty, and the informality in the mode of expressing his bid, was not only immaterial, but facilitated the examination of his offer, and rendered it more definite as to its amount.

The committee next adjudged that "the next lowest proposal was made by James Brown." By referring to the calculations of the committee, and the aggregate amount of each bid as made out by them, it will be seen that they make the offer of James McDonald some \$1400 less than that of Brown. The committee do not explain their reasons for the rejection of McDonald's bid, and it may be presumed that they have not "carefully" examined the results of their own calculation.

The committee state that they "presume that most of the persons proposing to perform this work could not have been aware of the fact that the sand could be obtained free of charge, or they would not have estimated the value of it at from 50 to 75 cents a yard."

Let this paragraph may be misunderstood, it is proper to observe that all the sand required for the Water Works is furnished by Mr. Van Rensselaer, free of charge, and this information was not withheld from, but freely communicated to the bidders by the Commissioners, and the Engineer. The uniform practice also on this, as well as on all other public works, does not require contractors to furnish materials for extra fitting at their own expense: The inference of the committee, therefore, whether intended to reflect on the integrity of the Commissioners and the Engineer, or on the intelligence of the bidders, is unauthorized.

The committee produce statements of the relative costs per mile of several bidders, computed on the data which they assume; and even if the data was correct, which it is not, the errors in the arithmetical calculations would materially affect their statements. From these statements, they allege, that the bid of Roberts & Colwell amounts to \$1050.04 per mile, of James Brown to \$1353.03 and of the present contract, with Edw'd H. Tracy, to \$1071.25 per mile, and that the city has sustained a loss, by making the contract with Tracy, rather than with Roberts & Colwell, of over \$17,000, and with Tracy rather than with Brown of near \$9000, and that "a difference is made in the estimates" by adding the reported saving of \$15,000 "in the one case of \$32,000 and in the other of \$24,000."

A reference to the actual quantities of work done on the twelve miles of pipes now laid, be-

ing a sufficient refutation of the committee's allegations, so far as they are intelligible, it is only necessary to notice the ambiguous portion which I have above italicized.

The phrase, "the reported saving of \$15,000," from the mode of its introduction, would seem to be connected with the comparison of the estimates of the committee, and those of the engineer. Aside from the unfairness of comparing the present contract, with the bid of Roberts & Colwell, which has already been shown to have been rejected for good cause, it is wholly untrue, that by any report of mine, verbal or written, a reported saving of \$15,000 has been alleged by the present contract over the bid of Roberts & Colwell, or that any report of mine, contains any such statement in the case of James Brown. On the contrary, the chairman of the committee had in his possession, and quotes from my report, the aggregate amounts of these three bids, showing that my estimates make the offer of Roberts and Colwell \$10,009 87 lower than the offer of Tracy; and the offer of Brown \$4,121.13 higher than the offer of Tracy. The papers furnished to the chairman of the committee, also show, that the Tracy bid as there given, exceeded by \$7,700 the amount at which the contract was consummated, after the modifications were made in it by the Commissioners which the committee mention. The chairman of the committee knew, therefore, that the present contract, according to my report as amended by the modifications, showed Roberts & Colwell to be (10,009 87—7,700=) \$2,309 87 lower than the Tracy contract, while Brown was (4,121.13 + 7,700=) \$11,821.13 higher than the Tracy contract. Instead, therefore, of there being, as alleged by the committee, a difference between their estimates, and those of the Engineer, in the one case of \$32,000, there is only (17,000—2,309 87=) \$14,690.13, or less than one half the amount stated by the committee, while in the case of Brown the difference, instead of \$24,000, as alleged, should have been stated by them, at (9,000 + 11,821.13=) \$20,821 13. These differences, however, do not exist in fact, being dependant entirely, on the false premises of the committee.

The committee next state, that "the great difference between the estimates of your committee and those of the Engineer are occasioned by the committee adhering to the size of the trench contained in the printed specifications, whilst the Engineer relies upon that clause which provides that the depth and width of the same shall be changed to suit the grades of the streets and other circumstances as the said Engineer shall direct," and in a succeeding paragraph, they assert, that they "are not above the probable or rather actual estimate of performing the work in question."

The great disparity between the report of the committee and my report to you, is produced by the difference of the data entering into our respective calculations. It only remains, therefore, to be ascertained whether the estimate of the work to be done contained in my report of May last, was a more correct basis for a true comparison of the bids, than the estimate of the committee. The committee cite two "facts" as corroborative of their estimate, "one of which," they say, "ought to have been known to the Engineer before the contract with Mr. Tracy was executed." The cases cited, if true, would only show that the opinion, as to the value of the work, of twenty-one experienced contractors, was inferior to that of the Chairman of the committee, and could in no way affect the quantity of work which was required to be done; and consequently could not have changed the calculations of the amount of the bids, as the contractors determined their own prices.

The real "fact," however, was known to the Engineer, and it is not true, as stated, that "one third of a mile of pipe was laid under the direction of the Engineer at a cost of less than \$1000 a mile," if regard is also had to the performance of all the work which would have been required of Mr. Tracy under his contract in executing that distance.

The "other illustrations" which the committee say "might be adduced to show that the terms of the present contract are not favorable for the interests of the city," if presented, would probably be liable to the same answer which the whole facts now presented give to the statements already made by them.

The best corroboration of the estimates which I presented you in May last, is afforded by the practical operations of the contractor up to the 15th instant, (yesterday) The contractor being paid by the lineal measure for the trenches, instead of by the cubical and superficial quantities, has evidently done no more work than was absolutely necessary. The chief part of the work which he has done, has been for the smallest sized pipes, and none of the trenches for pipes over ten inches diameter have been included in the statement, nor does it include any part of the deep and large trench for the 16 inch main, leading from the Reservoir to the head of Washington street, which Mr. Tracy is required to perform at the same rate per mile as the smallest sized trenches; yet it is found, that the amount of work actually performed in laying nearly twelve miles of the pipes, exceeds the quantities which have been estimated by the committee from their assumed data, more than sixty per cent, and relatively (reference being had to the work remaining to be done), confirms, in the strangest manner, the estimates on which I based the calculations submitted to your Board in May last.

The Committee state, that the Engineer's "estimates make the average amount of extra sand required per mile 655 cubic yards," whereas they say that only 61 yards per mile were required in laying about eight miles.

It is a sufficient answer to this allegation to show in what manner the great portion of the extra sand has been procured.

Some of the trenches have been excavated wholly, and others chiefly, in sand, whereby there has been afforded at certain points a large surplus of this material, and in all cases when a deficiency has occurred (in addition to the supply stated by the committee) the contractor has elected to procure the balance from this surplus, or by exchanges of clay and sand from the different trenches, rather than haul it from Mr. Van Rensselaer's pits. The quantity called for in the contract has been invariably directed to be used by the Engineer.

The committee state, that "it is a well known fact that if ordinary care is taken in securing the (paving) stone taken from a trench of usual size and there are none allowed to be lost by the caving of a bank, there will be a surplus instead of a deficiency." If this hypothesis be correct, it is only necessary to repeat the operation of laying the pavements frequently, to have all the stone surplus. The reason that extra stone were estimated and have been required in large quantities, arises from the circumstance, that in city pavements the stone are frequently laid so as to cover the greatest area, by exposing their largest surfaces, whereas my instructions have been, that no stone shall be laid in that manner. Again, stone of improper quality and size are frequently found in the present pavements, and these I have required to be replaced with suitable stone. The contractor, in pursuance of these instructions, in the distance of ten miles, has furnished nearly 500 cubic yards of extra paving stone. As these extra stone are furnished by him at his own cost, it may be presumed, that he has used every precaution to avoid losing any by the "caving of the banks," or any other cause.

In their concluding paragraph the Committee state that "it is due to the Commissioners and to the Engineer, to state that the Committee have not consulted them in relation to the matters contained in this report."

It is to be regretted that the Committee did not avail themselves of all of the information which was tendered to them by the Commissioners, and of that which an examination of the work which was actually done during the long period that they had this subject under examination, would have afforded.

If the Committee had availed themselves of this information, they could not have produced results materially different from those presented in my report to you in May last.

All of which is most respectfully submitted,
WM. J. McALPINE, Engineer.