57TH CONGRESS, 1st Session. } HOUSE OF REPRESENTATIVES. { DOCUMENT No. 243.

HENDERSONS POINT, PORTSMOUTH, N. H.

LETTER

FROM

THE SECRETARY OF THE NAVY,

RELATING

TO THE REMOVAL OF HENDERSONS POINT AT PORTSMOUTH, N. H.

JANUARY 13, 1902.—Referred to the Committee on Naval Affairs and ordered to be printed.

NAVY DEPARTMENT,
Washington, January 11, 1902.

SIR: Pursuant to the provision contained in the naval appropriation act, approved March 3, 1901, under the subheading "Public works," Navy-yard, Portsmouth, N. H., directing the Secretary of the Navy to prepare specifications and obtain proposals from responsible contractors for removing Hendersons Point, so as to improve the approach to that navy-yard, to a depth of not exceeding 35 feet below mean low water for a distance of not exceeding 350 feet, and to submit such proposals to Congress, I have the honor to forward herewith, for the information and action of Congress, a copy of a letter from the Chief of the Bureau of Yards and Docks, dated the 8th instant, transmitting a copy of a scale of bids received for the removal of Hendersons Point and the duplicate copy of each of the bids received, also a copy of the specifications and advertisement and of the plans as issued to bidders.

The Department approves of the recommendation of the Chief of the Bureau of Yards and Docks, contained in the above-mentioned letter, that authority be granted for the work entire, and it is requested that the necessary appropriation therefor be made, to include the sum of $5,000 for surveys, inspection, and incidental expenses.

I have the honor to be, sir, very respectfully,

JNO. D. LONG, *Secretary.*

The SPEAKER OF THE HOUSE OF REPRESENTATIVES.

AUTHENTICATED U.S. GOVERNMENT INFORMATION GPO

DEPARTMENT OF THE NAVY,
BUREAU OF YARDS AND DOCKS,
Washington, D. C., January 8, 1902.

SIR: The Bureau has the honor to transmit herewith a copy of the scale of bids received for the removal of Henderson's Point, near the navy-yard, Portsmouth, N. H., and the duplicate copy of each of the bids received; also a copy of the specifications and advertisement and of the plans as issued to bidders, all for the information of Congress.

2. Bids were also invited for the removal of portions less in extent than contemplated by the act of March 3, 1901, for consideration in the event of the cost appearing to be very large. The bids for the entire work complete, that is, for the removal of the point to a distance of 350 feet, to a depth of 35 feet below mean low water, are as follows:

The Massachusetts Contracting Company, Boston, Mass	$749,000
John Peirce, New York, N. Y	808,855
R. G. Packard Company, New York, N. Y	1,050,000

3. The above contractors are believed to be responsible and competent to carry out the work successfully.

4. As the removal of the entire 350 feet is deemed necessary, and the cost would not be beyond a reasonable sum, considering the character and extent of the work and the advantage to be obtained for the naval service especially, it is recommended that Congress be requested to authorize the work entire, and make the necessary appropriation therefor, which should include the sum of $5,000 for surveys, inspection, and incidental expenses.

Very respectfully,

MORDECAI T. ENDICOTT,
Chief of Bureau.

The SECRETARY OF THE NAVY.

Scale of offers received under advertisement of the Bureau of Yards and Docks, Navy Department, dated October 17, 1901, for removal of Hendersons Point, Portsmouth, N. H.

[Bids received until 1 o'clock p. m. on November 9, 1901.]

No.	Bidder.	Surety.	Item No. 1.	Item No. 2.	Item No. 3.	Item No. 4.	Remarks.
1.	John Peirce, New York, N. Y.	Bond.	$808,855.00	$620,760.00	$424,729.00	[a]$0.40 [b]6.50	Conditional; see letter.
2.	Massachusetts Contracting Co.	None.	749,000.00	622,000.00	497,000.00	[a]2.00 [b]7.00	Time: Item No. 1, 12 months; item No. 2, 10 months; item No. 3, 8 months.
3.	R. G. Packard Co., New York, N. Y.	Bond.	1,050,000.00	783,000.00	497,000.00	.....	Time: Item No. 1, 24 months; item No. 2, 34 months; item No. 3, 44 months.

[a] Mud. [b] Rock.

NAVY DEPARTMENT, BUREAU OF YARDS AND DOCKS.

OFFER.

NEW YORK, *November 8, 1901.*

The undersigned, R. G. Packard Company, a corporation of New York City, in the State of New York, hereby offers to furnish, under your advertisement dated October 17, 1901, and subject to all the requirements of the same, and of the specifications,

instructions, and plans to which it refers, to removal of Hendersons Point, at the United States navy-yard, Portsmouth, N. H., as follows:

Item 1, areas A, B, and C, $1,050,000. Time, twenty-four working months.

Item 2, areas A and B, $783,000. Time, thirty-four working months.

Item 3, area A, $497,000. Time, forty-four working months.

Should our offer be accepted, we request the contract may be prepared and sent to 130 Pearl street, New York, for signatures and certificate. And we hereby declare that the above offer is made in strict conformity, in every particular, with the law approved March 3, 1863, section 2, herein quoted.

[Extract from laws of the United States.]

SEC. 2. *And be it further resolved,* That the chief of any bureau of the Navy Department, in contracting for naval supplies, shall be at liberty to reject the offer of any person who, as principal or surety, has been a defaulter in any previous contract with the Navy Department; nor shall parties who have failed as principals or sureties in any former contract be received as sureties on other contracts; nor shall the copartners of any firm be received as sureties for such firm or for each other; nor, in contracts with the same bureau, shall one contractor be received as surety for another; and every contract shall require the delivery of a specified quantity, and no bids having nominal or fictitious prices shall be considered. That if more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected; and no person shall be received as a contractor who is not a manufacturer of, or regular dealer in, the articles which he offers to supply, who has not a license as such manufacturer or dealer. And all persons offering bids shall have the right to be present when the bids are opened and inspect the same. Approved, March 3, 1863.

SEC. 7. *And be it further enacted,* That section 2 of joint resolution "authorizing the Secretary of the Navy to adjust the equitable claims of contractors for naval supplies and regulating contracts with the Navy Department," approved March 3, eighteen hundred and sixty-three, be, and the same is hereby, amended by adding to the same the following proviso, viz: *Provided,* That where articles are advertised and bid for in classes, and, in the judgment of the head of the department, any one or more articles appear to be bid for at excessive or unreasonable prices, exceeding ten per centum above their fair market value, he shall be authorized to reject such bid. Approved, July 4, 1864.

SEC. 14. *And be it further enacted,* That no contract or order, or any interest therein, shall be transferred by the party or parties to whom such contract or order may be given to any other party or parties, and that any such transfer shall cause the annulment of the contract or order transferred so far as the United States are concerned: *Provided,* That all rights of action are hereby reserved to the United States for any breach of such contract by the contracting party or parties. Approved, July 17, 1862.

R. G. PACKARD CO.
By R. G. PACKARD, *President.* [L. S.]

Witness, November 8, 1901:
JOHN F. CLARKE.

NAVY DEPARTMENT, BUREAU OF YARDS AND DOCKS.

OFFER.

BOSTON, *November 8, 1901.*

The undersigned Massachusetts Contracting Company, a partnership, of Boston, in the State of Massachusetts, hereby offers to furnish—under your advertisement dated October 17, 1901, and subject to all the requirements of the same, and of the specifications, instructions, and plans to which it refers—lump price for removal of that portion of Hendersons Point mentioned in item 1, A, B, and C, $749,000.

Lump price as per item 2, $622,000.

Lump price as per item 3, $497,000.

Price as per item 4, rock, $7; mud, $2.

Item 5.—Time on item 1, twelve months; item 2, ten months; item 3, eight months.

Should our offer be accepted, we request the contract may be prepared and sent to George H. Keyes, 12 Marion St., Boston, Charlestown dist., for signatures and certificate. And hereby declare that the above offer is made in strict conformity, in every particular, with the law approved March 3, 1863, section 2, herein quoted.

[Extract from laws of the United States.]

SEC. 2. *And be it further resolved,* That the chief of any bureau of the Navy Department in contracting for naval supplies shall be at liberty to reject the offer of any person who, as principal or surety, has been a defaulter in any previous contract with the Navy Department; nor shall parties who have failed as principals or sureties in any former contract be received as sureties on other contracts; nor shall the copartners of any firm be received as sureties for such firm or for each other; nor, in contracts with the same bureau, shall one contractor be received as surety for another; and every contract shall require the delivery of a specified quantity; and no bids having nominal or fictitious prices shall be considered. That if more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected; and no person shall be received as a contractor who is not a manufacturer of or regular dealer in the articles which he offers to supply, who has not a license as such manufacturer or dealer. And all persons offering bids shall have the right to be present when the bids are opened and inspect the same. Approved March 3, 1863.

SEC. 7. *And be it further enacted,* That section 2 of joint resolution "authorizing the Secretary of the Navy to adjust the equitable claims of contractors for naval supplies and regulating contracts with the Navy Department," approved March 3, eighteen hundred and sixty-three, be, and the same is hereby, amended by adding to the same the following proviso, viz: "*Provided,* That where articles are advertised and bid for in classes, and, in the judgment of the head of the department, any one or more articles appear to be bid for at excessive or unreasonable prices, exceeding ten per centum above their fair market value, he shall be authorized to reject such bid." Approved July 4, 1864.

SEC. 14. *And be it further enacted,* That no contract or order, or any interest therein, shall be transferred by the party or parties to whom such contract or order may be given to any other party or parties, and that any such transfer shall cause the annulment of the contract or order transferred, so far as the United States are concerned: *Provided,* That all rights of action are hereby reserved to the United States for any breach of such contract by the contracting party or parties. Approved July 17, 1862.

MASSACHUSETTS CONTRACTING CO.
GEORGE H. KEYES. [L. S.]

NOVEMBER 8, 1901.

SIR: Referring to the accompanying bid for the removal of Hendersons Point, at United States navy-yard, Portsmouth, N. H., the propositions therein made are based on delivering materials on the spoil banks indicated on the Bureau's plan, and at any other point within the limits of the station where a bottom-dumping scow can be operated. The balance of the material, if any, will be disposed of by me in such a way as may seem most expedient and within the regulations of the United States Army engineers.

This letter is written in explanation of paragraph 30 of the specifications, which requires that "all materials removed shall be deposited on the spoil banks shown on the plan, or at such other places within the limits of the yard as may be directed by the officer in charge, etc."

The phrase "other places within the limits of the yard" is so indefinite and covers such a range of possibilities that it is impracticable to submit a definite proposition covering all contingencies which would be fair to the Government and myself. I have, therefore, specified where within the limits of the yard I will deposit the material, and have also agreed to dispose of all material removed.

Item 4 gives the price per cubic yard for material excavated and delivered at the spoil banks indicated, and this would form a basis for determining the value of material deposited elsewhere within the limits of the yard.

It would be satisfactory to me to have a board of officers determine the value of extra handling, cartage, etc., upon a basis of cost plus 10 per cent.

It must be clearly understood that my proposition covers the removal of Hendersons Point and the disposition of all the material.

Very respectfully,

JOHN PEIRCE.

Rear-Admiral M. T. ENDICOTT, U. S. N.,
Chief of Bureau, Yards and Docks, Washington, D. C.

NAVY DEPARTMENT, BUREAU OF YARDS AND DOCKS.

OFFER.

NOVEMBER 8, 1901.

The undesigned, John Peirce, a citizen of New York, in the State of New York, hereby offers to furnish, under your advertisement dated October 17, 1901, and subject to all the requirements of the same, and of the specifications, instructions, and plans to which it refers, except as noted in accompanying letter, the necessary tools, labor, and materials to perform all the work specified under—

Item 1, for $808,855.

Item 2, for $620,760.

Item 3, for $424,729.

Item 4, for mud, 50 cents per cubic yard; rock, $6.50 per cubic yard.

Should my offer be accepted, I request the contract may be prepared and sent to 277 Broadway, N. Y. City, for signatures and certificate. And ——— hereby declare that the above offer is made in strict conformity, in every particular, with the law approved March 3, 1863, section 2, herein quoted.

[Extract from laws of the United States.]

SEC. 2. *And be it further resolved,* That the chief of any bureau of the Navy Department, in contracting for naval supplies, shall be at liberty to reject the offer of any person who, as principal or surety, has been a defaulter in any previous contract with the Navy Department; nor shall parties who have failed as principals or sureties in any former contract be received as sureties on other contracts; nor shall the copartners of any firm be received as sureties for such firm or for each other; nor, in contracts with the same bureau, shall one contractor be received as surety for another; and every contract shall require the delivery of a specified quantity; and no bids having nominal or fictitious prices shall be considered. That if more than one bid be offered by any one party, by or in the name of his or their clerk, partner, or other person, all such bids may be rejected; and no person shall be received as a contractor who is not a manufacturer of, or regular dealer in, the articles which he offers to supply, who has not a license as such manufacturer or dealer. And all persons offering bids shall have the right to be present when the bids are opened, and inspect the same. Approved March 3, 1863.

SEC. 7. *And be it further enacted,* That section 2 of joint resolution "authorizing the Secretary of the Navy to adjust the equitable claims of contractors for naval supplies, and regulating contracts with the Navy Department," approved March 3, eighteen hundred and sixty-three, be, and the same is hereby, amended by adding to the same the following proviso, viz: *Provided,* That where articles are advertised and bid for in classes, and, in the judgment of the head of the department, any one or more articles appear to be bid for at excessive or unreasonable prices, exceeding ten per centum above their fair market value, he shall be authorized to reject such bid. Approved July 4, 1864.

SEC. 14. *And be it further enacted,* That no contract or order, or any interest therein, shall be transferred by the party or parties to whom such contract or order may be given to any other party or parties and that any such transfer shall cause the annulment of the contract or order transferred, so far as the United States are concerned: *Provided,* That all rights of action are hereby reserved to the United States for any breach of such contract by the contracting party or parties. Approved July 17, 1862.

NOVEMBER 8TH, 1901.

JOHN PEIRCE. [L. S.]

Witness:
EMIL DIELITSCH.

Specification No. 1202 for the removal of Hendersons Point at the United States navy-yard, Portsmouth, N. H., under appropriation "Navy-yard, Portsmouth, N. H.: Specifications and proposals for removing Hendersons Point."

[Act approved March 3, 1901.]

GENERAL PROVISIONS.

1. *Intention.*—It is the declared and acknowledged intention and meaning to provide and secure the removal of a part of Hendersons Point to a depth of 35 feet below mean low tide.

2. *Contract.*—The contract to cover the work to be done will be based upon this specification and the plans to which it refers, which will be attached to and form a part thereof.

3. *Omissions and misdescriptions.*—The omission from the contract, or from the plans, specification, or other papers attached thereto and forming a part thereof, or the misdescription of any details of work the proper performance of which is necessary to carry out fully the intention above expressed, shall not operate to release the contractor from performing such work, but the same shall be fully and properly performed in the same manner as if fully and correctly shown, described, and required in and by the contract, and without expense to the United States in addition to the contract price.

4. *Discrepancies.*—Should any discrepancy exist between plans and specification, or any parts of either, or should the language of any part of the contract be ambiguous or doubtful, the civil engineer or other officer or agent of the United States in charge of the work shall decide as to the true intent and meaning, subject only to appeal to the Chief of the Bureau of Yards and Docks.

5. *Control of work.*—The United States, by its officer in charge of the work or other authorized representative, shall at all times have full control and direction of all work under contract, and all questions, disputes, or differences as to any part or detail thereof shall be decided by such officer or representative, subject only to appeal to the Chief of the Bureau of Yards and Docks.

6. *Facilities.*—The contractor will be allowed reasonable space at the site of the work and access to the same for receiving, handling, storing, and working material, but he shall confine both employees and material to the space assigned. Upon the completion of the work, and before final payment on account of the same, the contractor shall remove all of his surplus material, machinery, tools, etc., from the naval station.

7. *Employees.*—The contractor shall employ only competent, careful, orderly persons upon the work, and if at any time it shall appear to the officer in charge that any person employed upon the work is incompetent, careless, reckless, or disorderly, or disobeys or evades orders or instructions, or shirks his duty, such person shall be immediately discharged from and not again employed upon the work.

8. *Time of commencement of work.*—The contractor shall commence work immediately after the execution of the contract and continue without interruption, unless otherwise directed by the United States, by its officer in charge of the work or other authorized representative, or otherwise hereinafter provided.

9. *Time of completion.*—The entire work shall be completed in every respect and particular within eighteen calendar months from the date of the contract.

10. *Extension of time.*—Extensions of time for the completion of the work may be allowed and made, in writing, by the Chief of the Bureau of Yards and Docks. Any and every extension of time must be specifically made and shall not be implied from any cause under any circumstances.

11. *Continuance of work after time.*—It is mutually understood and agreed that in the event of the work not being completed within the time allowed by this contract, said work shall continue and be carried on according to all the provisions of said contract, plans, and specification, unless otherwise at any time directed by the party of the second part, in writing, and said contract shall be and remain in full force and effect during the continuance and until the completion of said work, unless sooner revoked or annulled according to its terms: *Provided*, That neither an extension of the time beyond the date fixed for the completion of said work nor the permitting or accepting of any part of the work after said date shall be deemed to be a waiver by the party of the second part of its right to annul or terminate said contract for abandonment or failure to complete within the time specified in paragraph 9, or to impose and deduct damages as hereinafter provided.

12. *Damages for delay.*—In case the work is not completed within the time specified in paragraph 9, or the time allowed by the Chief of the Bureau of Yards and Docks under paragraph 10 of this specification, it is distinctly understood and agreed that deductions at the rate of $25 per day shall be made from the contract price as liquidated damages, and not as penalty, for each and every calendar day after and exclusive of the date within which completion was required, up to and including the date of completion and acceptance of the work, said sum being specifically agreed upon in advance as the measure of damage to the United States by reason of delay in the completion of the work; and the contractor agrees and consents that the contract price, reduced by the aggregate of damages so deducted, shall be accepted in full satisfaction for all work done under the contract.

13. *Unavoidable delays.*—Unavoidable delays are such as result from causes which are undoubtedly, or may reasonably be presumed to be, beyond the control of the contractor, such as acts of Providence, unusual storms, fires (not the result of negligence), fortuitous events, inevitable accidents, etc. Delays caused by acts of the United States will also be regarded as unavoidable delays. Should the progress of the work be, or seem likely to be, delayed at any time by such causes, the contractor

shall at once notify the officer in charge, in writing, of the occurrence, in order that a record of the same may be made. Should it be decided that the delay was unavoidable, a corresponding extension of time for the completion of the work may be allowed, but it is distinctly understood that should the contractor fail or neglect to notify the officer in charge as above provided, such omission shall be construed as a waiver of all claim and right to an extension of time for the completion of the work on account of such delay.

14. *Avoidable delays.*—Avoidable delays are such as result from causes which the contractor might, by care, prudence, or foresight, have guarded against or prevented. No extension of time will be allowed on account of such delays.

15. *Progress of work.*—If at any time the progress of the work shall, in the opinion of the officer in charge, appear to have been such as to indicate that the work is not likely to be completed within the time allowed, he shall report such opinion to the Chief of the Bureau of Yards and Docks, who may, in his discretion, declare the contract null and void, without prejudice to the right of the United States to recover for defaults therein or violations thereof.

16. *Annulment of contract.*—Should the contract for any reason be declared null and void, the contractor shall thereupon become indebted to the United States as for ascertained and liquidated damages in a sum equal to the aggregate of all payments made to him on account of the contract, and undertakes and promises to refund the same to the United States on demand. And the contractor shall further agree that the United States may hold all material delivered and work done under the contract and all machinery, tools, appliances, etc., upon the site of the work or used in connection therewith pending the completion of the work covered by the contract. Upon the annulment of the contract, a board of officers, or other representatives of the United States, shall be appointed, which shall ascertain and determine the value of all material delivered and work done, including a fair and reasonable margin of profit thereon, and upon the approval of the findings of said board by the Chief of the Bureau of Yards and Docks, he may proceed to complete the work according to the contract in such manner and by such means as he may deem advisable, and may, in his discretion, use or employ any material, tools, machinery, appliances, etc., belonging to or furnished by the contractor for use in connection with the work covered by the contract. Upon the completion of the work, should the total cost thereof exceed the contract price, the difference shall be charged to the contractor, who undertakes and promises to pay the same upon demand; should the total cost of the work be less than the contract price the contractor shall be entitled to receive the amount found by the board above mentioned to be the value of material delivered and work done by the contractor, less previous payments to him: *Provided,* That no allowance shall be made for profit which the contractor might have made by completing the work, or for any excess of the contract price over the total cost of the work.

17. *Changes.*—The United States reserves the right to make such reasonable changes in the contract, plans, or specification as may be deemed necessary or advisable by the Chief of the Bureau of Yards and Docks. Should any change in the contract, plans, or specification affect the cost of the work, the amount of the increase or decrease in cost shall be estimated by the officer in charge, and, if estimated to be more than $300, shall be determined by a board of not less than three officers, to be appointed under the direction of the Chief of the Bureau of Yards and Docks; and the contractor shall agree and consent that the contract price, increased or decreased by the amount of the increase or decrease in cost caused by any change, estimated or determined as specified, shall be accepted in full satisfaction for all work done under the contract: *Provided, however,* That any changes to be made shall, before being made, be stipulated and agreed to in writing by the parties to the contract. The change in price shall be based upon actual cost, plus 10 per centum.

18. *Extras.*—The contract price shall cover all expenses, of whatever nature or description, connected with the work to be done under the contract. No allowance whatever will be made for additional or extra work or material except under the provisions of paragraph 17 of this specification.

19. *Verbal modifications.*—It is distinctly understood that no verbal statement of any person whomsoever shall be allowed in any manner or degree to modify or otherwise affect the terms of this specification or of the contract for the work. Changes shall be made only and strictly according to paragraph 17 of this specification.

20. *Patents.*—The contractor shall forever protect and defend the United States in the full and free use and enjoyment of any and all rights to any invention, machine, or device which may be applied as a part of the work, either in its construction or use after completion, against the demands of all persons whomsoever.

21. *Contractor's responsibility.*—The contractor shall be responsible for the entire work and every part thereof, and for all tools, appliances, and property of every

description used in connection therewith. He shall specifically and distinctly assume all risks of damage or injury from any cause to property or persons used or employed on or in connection with the work, and of all damage or injury to any person or property, wherever located, resulting from any action or operation under the contract or in connection with the work, and undertakes and promises to protect and defend the United States against all claims on account of any such damage or injury.

22. *Contractor's supervision.*—The contractor shall give his personal attention to the work at all times, and shall be present, either in person or by a duly authorized representative, on the site of the work continually during its progress, to receive directions or instructions from the officer in charge.

23. Two plans, numbered 1 and 2, and dated September, 1901, accompany this specification. This specification and the plans accompanying are to be considered as supplementary one to the other, so that work shown, called for, or implied by the one and not by the other shall be performed the same as though specifically called for by both. All detail plans that may be furnished subsequently in further amplification, as well as all instructions given by the officer in charge that may be necessary to more fully indicate the intention of the specification and the above-mentioned plans, are to be followed and considered as though forming a part of the original contract. For all portions of the work the contractor shall submit the necessary detail plans to the officer in charge for approval, unless otherwise directed by him, before proceeding with the work. These details must conform to the letter and spirit of the specification, to any supplementary data and instructions, and to the general and detail plans already furnished the contractor. Plans are to be submitted to the officer in charge in blue print form in duplicate. One copy will be returned to the contractor either "approved" or "to be revised," as noted thereon. In the latter case the necessary corrections shall be made and duplicate blue prints of the revised drawings submitted before proceeding with the work. Approval of plans will be of a general nature and will not relieve the contractor from errors or omissions that may exist therein. Previous to final payment the contractor shall have furnished the Bureau of Yards and Docks, through the officer in charge, one complete set of blue prints on linen of all approved plans for retention and filing.

24. *Checking plans and dimensions, lines and levels.*—The contractor shall check all plans furnished him immediately upon their receipt and promptly notify the officer in charge of any discrepancies discovered therein. Figures marked on plans shall, in general, be followed in preference to scale measurements; but the contractor must compare all plans and verify the figures before laying out the work, and will be held responsible for any errors therein that otherwise might have been avoided. Large scale plans shall, in general, govern small scale plans. In all cases where dimensions are governed by conditions already established the contractor must depend entirely upon measurements taken by himself, scale or figured dimensions to the contrary notwithstanding; but no deviation from the specified dimensions will be allowed unless authorized by the officer in charge. The contractor will be held responsible for the lines and levels of his work.

25. *Inspection.*—The contractor must afford every facility necessary for the safe and convenient inspection of the work. The officer in charge shall have power to reject work which is not in accordance with the contract, and all such must be rectified promptly by the contractor to the satisfaction of the officer in charge without extra expense to the Government.

26. *Order, protection, and completion of work.*—The contractor shall proceed with the different parts of the work as directed by the officer in charge. He shall protect his work from all deterioration and damage, and upon completion shall, without delay, remove his plant and all surplus material and rubbish from the site.

27. *Schedule of prices.*—Before the first payment becomes due the contractor shall submit a detailed schedule of prices for material removed to the officer in charge, who will check and forward same to the Bureau of Yards and Docks with his recommendation, and this schedule will govern the preparation of monthly estimates after it has been approved by the Bureau.

28. *Payments and reservations.*—Monthly payments will be made by the Navy Department upon public bills, based upon monthly estimates and the schedule of prices above described, certified to by the officer in charge and approved by the Bureau of Yards and Docks. Ten per cent of the amount of each monthly estimate will be withheld until the completion of the contract and acceptance of the work. All reservations thus withheld will then be paid upon public bills, certified and approved as above.

29. *General description.*—Accompanying this specification are plans giving the elevations of mud or earth, and of rock, and showing areas to be removed and areas which may be filled.

30. All material removed shall be deposited on the spoil banks shown on plan, or at such other places, within the limits of the yard, as may be directed by the officer in charge, or, if required to be removed from the yard, it shall not interfere with the regulations of the United States Army Engineers.

31. All material removed will be measured in the cut.

32. The plane of mean low water, to which reference is made, is assumed to be elevation 92.4.

33. All dredging, towing, handling of scows and dredges, is to be done at the sole risk and expense of the contractor.

34. The bottom of the channel must be left reasonably even, with no material remaining above the required grade within the areas to be removed, at the time of the final survey on the completion of the work. The contractor will not be paid for any additional material which be may remove below the required grade, or outside of the limits as shown on the accompanying plan, unless a specific agreement is made in writing to do such work. Any filling which may, from any cause, be done by, or as a result of, the dredging operations, whether in deep or in shoal water (except in the prescribed places of deposit), shall be removed by the contractor at his own expense.

40. *Certified checks and bond.*—Each proposal must be accompanied by a certified check, payable to the Chief of the Bureau of Yards and Docks, for the sum of $20,000, as a guaranty that the bidder will execute the required contract within ten days after its delivery to him for that purpose, and give a bond (preferably that of a first-class security company) in a penal sum equal to 20 per cent of the contract price, conditioned upon the faithful performance of the contract. This bond is not required with the proposal, but a guaranty bond may accompany the proposal, if preferred by the bidder, in lieu of and of the same amount as the certified check specified above. Checks of unsuccessful bidders will be returned immediately after the contract is awarded, and of the successful bidder upon the execution of the contract.

36. Proposals and all exhibits, alternate plans, letters of explanation, circulars, and all other papers (except the certified check) which it is desired to have considered in connection therewith must be made in duplicate. Proposals shall be made upon the prescribed blanks furnished bidders, as follows:

Item 1.—Lump price for the removal of that portion of Hendersons Point indicated on plan by areas A, B, and C. Approximate amount of material to be removed, 219,700 cubic yards rock and 9,700 cubic yards mud or earth.

Item 2.—Lump price for the removal of areas A and B. Approximate amount of material to be removed, mud and earth, 7,600 cubic yards; rock, 167,000 cubic yards.

Item 3.—Lump price for the removal of area A. Approximate amount of material to be removed, mud and earth, 5,500 cubic yards; rock, 107,300 cubic yards.

Item 4.—Price per cubic yard of rock and separate price per cubic yard of mud removed and deposited on station to govern for any decrease or increase within reasonable limits.

Item 5.—If a shorter time for completion than that required by paragraph 9 of this specification can be guaranteed, or if a longer time is required, bidders may submit the time for completion upon which their propositions are based under this item. The shortest time will be given preference, other things being equal.

37. *Acceptance and rejection of proposals.*—The Government reserves the right to award the contract upon any of the above items, to accept any bid, to waive any defects or informalities in the proposals, and to reject any or all bids, it being understood that no action can be taken until an appropriation is made by Congress to do the work, and bids will therefore be held under consideration during the coming session of that body, together with the certified check or equivalent.

38. *Bidder's ability.*—Before he is awarded the contract any bidder may be required to show that he has the necessary facilities, experience, and ability to perform the work in a satisfactory manner.

39. *Examination of site.*—Intending bidders are expected to examine the site of the proposed work and inform themselves thoroughly of the actual conditions and requirements before submitting proposals.

40. *Information.*—For any further information needed by intending bidders, application should be made to the Chief of the Bureau of Yards and Docks, or to the commandant of Portsmouth Navy-Yard. Any discrepancies or omissions noted by intending bidders in plans or specifications should be promptly referred to the Chief of the Bureau of Yards and Docks, Navy Department, Washington, D. C., for correction or interpretation before the letting.

NAVY DEPARTMENT,
Bureau of Yards and Docks, October, 1901.

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