REPORT ON JAIL CONTRACT TO COUNTY COMMISSIONERS

What County Attorney and Expert Assistants Found.

CLAIM THAT PLANS WERE CHANGED WITHOUT KNOWLEDGE OF BOARD, THAT EXTRAS WERE ORDERED WITHOUT AUTHORITY, THAT MANY EXTRAS WERE INCLUDED IN ORIGINAL CONTRACT, THAT THE COUNTY GOT NO CREDIT FOR CHANGE OF PLANS WHEN LIGHTER CONSTRUCTION WAS SUBSTITUTED, AND THAT INSTEAD OF COUNTY OWING CONTRACTOR, THE LATTER WILL OWE COUNTY WHEN FINAL SETTLEMENT IS MADE.

Below is published the report of County Attorney R. P. Reese and his expert assistants on the county jail contract with the Blount Construction Company. The report, among other things, recites:—

1—That original competitive bid for concrete cell block wall reconstruction, after acceptance of bid and award of contract, was increased by Blount Construction Company $589.30.

2—That the county was overcharged by Blount Construction Company on work of lowering foundations, approximately $4.283.73.

3—That item of $477.60 for cornice work in court room was charged for three times. It was included (1st) in the original building contract. It was included (2nd) in bid of March 2, 1911, to install "fixtures, railings, cornice and balustrades." It was included (3rd) in order of March 7, 1911, by L. R. Benz as an extra. In addition to these three charges, another charge was also made, on Benz's order, of $105.90 for "iron brackets and metal baths" on which to hang the cornice. In a later report Benz says that this order and charge were improper.

4—That many such charges for extra work, amounting to thousands of dollars, were issued by L. R. Benz, the architect employed by the county as an expert to safeguard its interest, when these extras were included in the Blount Construction Company's original contract.

5—That the roof provided for in the contract was changed by order of L. R. Benz, without knowledge of the County Commissioners, for an inferior roof which is defective and leaks badly, and which will have to be replaced.

6—That when cell block walls were changed from brick to re-inforced concrete, a change for lighter concrete construction was substituted throughout the building, including the concrete foundations. Concrete beams were also substituted for steel "I" beams with concrete fireproofing. All of this substitution and elimination saved the Blount Construction Company, approximately, $14,000.00, of which saving the county had no knowledge and for which it received no credit from the contractor.

7—That instead of $43,589.14 claimed by the Blount Construction Company to be owing to it by the county, the contractor will be indebted to the county, when full settlement is made.

The Report.

Pensacola, Fla., Feb. 26, 1912.

The Honorable Board of County Commissioners, Escambia County, Fla.

Gentlemen: In accordance with the resolution of your board of January 25th, 1912, reading as follows:

"It appearing from the report of the Blount Construction Company of its claim of balance of indebtedness owing by the county to it, upon the county jail contract, and also from the Blount Construction Company's estimate of deductions and allowances due by it to the county on this contract, that it will require a legal examination and construction of the contract between the Blount Construction Company and the county, as well as expert knowledge of the architect to determine the correctness and accuracy of the contractor's report,

"Therefore, be it resolved, that the contractors' report be referred to the county attorney to consult with the architect and obtain such other assistance as may be necessary to examine the said report, and make report of same to this board at the earliest possible time, consistent with a full and complete examination."

We, the undersigned, were employed by the county attorney to check up and to examine the report of the Blount Construction Company of its claim of balance of indebtedness owing by the county to it upon county jail contract, and also Blount Construction Company's estimate of deductions and allowances due by it to the county on this contract, herewith submit our report upon the Blount Construction Company's claim of balance of indebtedness owing by county to it upon county jail contract, and also that company's estimate of deductions and allowances due by it to the county, on this contract.

We obtained from the clerk of the circuit court the original plans and specifications as made by Rudolph Benz Sons, architects of Mobile, Ala., also several detailed drawings relative to the building, also the contract between the county and the Blount Construction Co., also report of George M. Hopkinson and L. R. Benz, architects, to the board of county commissioners, on uncompleted work of the county jail, and letter of the Blount Construction Company to the board in reply to letter of the board, the itemized statement of Blount Construction Company of credits and indebtedness between county and contractor, the report of L. R. Benz on same to the board, dated January 31st, 1912, and in addition to these original plans and specifications we secured, by authority of the board of county commissioners, who gave receipt for same, from the office of the building inspector of the city of Pensacola, Florida, the plans for concrete construction of the cell block, or the south wing of the building, which concrete plans and specifications were supplied by the Southern Ferro Concrete Company.

With the contract, these plans and specifications, we have made a thorough and complete examination of the matter referred to us, and submit herewith the following report:

The Contractor's Statement.

Taking up the statement of Blount Construction Company in order in which statement debits against the county are made, we find:

The statement of original contract price for jail building amounting to $120,992.00 is correct.

Original Bid for Concrete Cell Block Walls Raised.

The next item, No. B, contract, for change of concrete construction entered into May 24th, 1910, $3900.00, we report the following. Inasmuch as it is contended by the Blount Construction Company in their letter of January 11th, 1912, discussing item 74, and also by Architect L. R. Benz in his report that "the plans of more than one half of the building was changed, and that a large part of the structure was converted from brick to concrete, and that the footings were changed throughout the whole building" and that "a contract fixing a new price for the changed work, including the footings, was made, and the change in the size of the footings was included in that price, so that no allowance is due the county."

We have examined the minutes of the board of county commissioners, and the contract, plans and specifications, already adverted to in this report, relative to this matter, and report the following: The original specifications of Rudolph Benz Sons under which bids were originally called for, and contract let, and we find on page 28 of general specifications the following:

Bids to Be for Both Brick and Concrete for Walls Cell Blocks.

"Concrete Cell Blocks. The cell block buildings, or the walls enclosing the cells of the white and colored men shall be figured on by the contractor as being as shown on the plans and drawings, of brick with cement mortar, and also as being of concrete reinforced with steel. It is required that he stipulate in his proposal for the entire cost of the building with the amount stated, if the walls of the cell block building are of reinforced concrete, and also what the amount will be if the walls are of brick with cement mortar, as shown on plans. The contractor will take the precaution not to omit this statement from his proposal.

"If the walls are to be of concrete, the contractor will be allowed to use any system of reinforced concrete that will safely support the loads imposed, and which will be in direct accordance with the requirements of the building laws of Pensacola, Fla., governing reinforced concrete work. The contractor must submit to the architect full description plans and detailed drawings, showing the size of members of both concrete and steel, the mixture of concrete, and how the work will be executed. He must prove that the plans for same have been designed by an engineer of at least three years experience in this line of work.

If the contractor fails to stipulate the difference in the amounts of the cost of the two separate materials, that is, brick work and concrete work, it shall be considered as reasonable cause for a rejection of his bid."

Bid of Keynton Construction Co. (subsequently changed to Blount Construction Co.) shown by minute book 3, page 479, following out this provision in the specifications, was $120,992.00 for brick construction, with $3,310.70 additional if reinforced concrete cell block walls were substituted for brick. This bid was in competition with Stewart Jail Works Co., Van Dorn Iron Works Co., Jett Bros. Construction Co., T. S. Moudy & Co. and F. M. Dobson & Co., who submitted bids at the same time on both classes of construction except F. M. Dobson & Co. and Van Dorn Iron Works Co. The minutes show on page 526 of book 3, meeting of May 24th, 1910, as follows:

"Mr. Blount submitted two estimates of Keynton Construction Company, of additional costs for making changes in building as required by building inspector and laws of city of Pensacola. Making the two cell blocks of concrete and using system of Southern Ferro Concrete Co. in all reinforced concrete work, the additional cost would be $3,900.00 and should be added to the contract price. Making the changes in brick, the additional costs would be $6,101.44."

The board of county commissioners accepted the bid for $3,900.00 for the change, making the two cell blocks of concrete. It will be noticed that $589.30 was added to the original $3,310.70 bid for the change from brick to concrete. The letter of Blount Construction Company of May 24th, 1910, addressed to the board of county commissioners on this subject, is as follows:

"May 24th, 1910.

"To the Honorable Board of County Commissioners, Escambia County, Fla.

"Gentlemen: We hereby propose to erect county jail building as per plans prepared by the Southern Ferro Concrete Co., of Atlanta, Ga., making two cell blocks of concrete throughout and using system of above firm in all reinforced concrete work for the additional sum of three thousand nine hundred ($3,900.00) dollars, added to the contract price of $120,992.00.

"Very truly yours,

"KEYNTON CONSTRUCTION CO.,

"By F. M. Blount.

"Approved, Rudolph Benz Sons, L. R. Benz."

Concrete Plans Never Filed With Clerk Board.

We are informed that no plans or specifications were submitted to the board, nor did the architect, L. R. Benz, or the construction company ever file such plans and specifications with the board of county commissioners or its clerk, although the contract between the board of county commissioners and the Keynton Construction Company for this work provides as follows: "It is further understood and agreed by the parties hereto that any and all drawings and specifications prepared for the purpose of this contract by the said architects are made and remain their property except that the said architects shall furnish, in addition to those required by the specifications, to the county, one copy of said drawings and specifications in addition thereto to the copy to be supplied by said architects, and filed in the office of the clerk of the circuit court of Escambia county, Florida, for the use of said county."

We, by the authority of the board of county commissioners, procured a copy of the plans and specifications for this change of concrete cell block wall work from the building inspector's office of the city of Pensacola.

Prior to the date of acceptance of proposal of Keynton Construction Co. for the change from brick to concrete in the cell block walls, we find that at the meeting of board on April 5, 1910, book 3, page 514, when this matter was discussed by Mr. Blount of Keynton Construction Co., the following:

Blount Quotes Specifications, Allowing Concrete Construction Cell Block Walls.

"Mr. Blount, of Keynton Construction Company, was called on and he stated in re of the extra cost required, amount of changes made in the plans." He said that "the extra cost would be approximately $6,000.00 He stated, however, that by making the cell blocks of concrete instead of brick, which was allowed by the specifications, the cost would be $2,500 cheaper than above figure." Said "plans were now being prepared on this basis and presented to Architect Benz for his approval, then to the building inspector for his O. K. and he thought they would be complete and ready for the board to consider by Tuesday."

The subsequent action of board and statement of Mr. Blount has been quoted above.

Taking the specifications, above quoted, the minutes of board, the letter of Blount Construction Co. and from our examination of the plans as originally submitted by Rudolph Benz Sons, and the new plans for concrete cell block walls, as procured from the building inspector of the city of Pensacola, made by Southern Ferro Concrete Co., we find that the only change in the construction from brick to concrete had sole reference to the walls of the white and negro men's cell block, and had nothing to do with the interior construction of jail building, either in the cell blocks or any other portion of the building throughout, including the footings alluded to by the Blount Construction Company in their report of Jan. 11, 1912, item No. 74, which we hereafter discuss.

The next item, No. C, in this statement, "Contract for Extra Foundations, $13,801.80."

This item should read $13,343.80, and there should be a deduction of $458.00 from this item, there being a discrepancy as passed by the board at its meeting on November 1st, 1910, book 3, page 588, a deduction in cost of brick from $20.00 to $18.00 per M and elimination of interest.

With this preliminary statement as to this item, and our findings, we submit the following statement: The Blount Construction Company for this work rendered the following detailed statement:

Excavation 1675 yds. at 90c..		$ 1,507.00
Hardware		150.00
Insurance		76.00
Rent		96.00
Hauling sand		740.00
Office expense		723.00
Brick work, 191 M at $20....		3,820.00
Stucco 3908 sq. ft. at 2 1-2c..		97.00
Concrete 90 yds. at $18.....		1,620.00
Sheet piling:		
Labor	$1,652.00	
Carpenters	675.55	
Materials	675.00—	3,000.00
Pumping:		
Engineer	217.00	
Coal	105.00	
Material	327.00—	649.00
Total		$12,478.00
Plus 10 per cent		1,247.80
		$13,725.80
Plus interest		76.00
Grand total		$13,801.80

The contractor in his letter to the board Jan. 11, 1912, declined to make a detailed and itemized statement of the cost of carrying footings to lower depth, as set forth in the above statement. For the board's information we have figured in detail the cost of this work, according to the depth given by Mr. Benz, the architect, at the meeting of the board December 26th, 1911, as shown by minute book 4, page 79:

Benz Says Foundation Put Down Average 9.

"Mr. Benz reported that footings complied with contract and measurements were all right, and are an average of 9 feet all around, as agreed upon, and were put down to proper depth."

We find from the statement as contained in the above, that the statement rendered by the Blount Construction Co., "concrete 90 yards," corresponds exactly with an extra six (6) feet of depth, which, added to the original 3 feet of depth for the foundation, makes total of nine (9) feet average, and verifies the statement of Mr. Benz, as above made.

Basing the calculation for average depth of nine (9) feet for foundations we have figured the cost of this work and submit the following detailed statement of what would have been required to have reached an average depth of nine (9) feet for all footings.

Report Shows Great Discrepancy Between Contractor's and Experts' Statement.

The first item "Excavation 1675 yards at 90c, $1,507.00," on a basis of nine feet of depth, three feet of which was in the original contract, leaves the average depth of excavation 6 feet.

We find that the contractor excavated 876 yards, which, figured at his price of 90 cents per yard, would amount to $788.40, an overcharge of $718.60.

Item No. 2, hardware $150.00. The contractor does not specify what kind of hardware was used and we know of no necessity for hardware, other than nails, and $150.00 for this item is, in our judgment, excessive.

Item No. 3, Insurance $76.00. There should be an itemized statement with reference to this also as to the character of insurance for which this charge was made.

Item No. 4, rent $96.00. The same remarks apply to this item as for item No. 3.

Item No. 5, hauling sand $740.00. As stated under item No. 1, "Excavations," there was six feet of foundation trench opened by contractor for this extra depth; the other three feet was in his original contract when the foundation was laid and the walls placed on same.

The six feet of walls figures 304 cubic yards, leaving the 572 cubic yards that had to go back to fill up the opening. It will be seen that 304 yards, or in other words that part of the excavation taken up by footings and walls was all the earth that had to be hauled away. Allowing 50 cents per cubic yard for hauling, this item would amount to $152.00 instead of $740.00.

As stated before we find this item correct. The price, however, is wrong. It should be $10.00 per cubic yard, as we hereafter show from the letter of the Blount Construction Company, formerly Keynton Construction Co. This would make this item $720.00 less, or $900.00 total.

Item No. 6, office expens $723.00. Detailed information should be given, and the county is entitled to statement showing of what this office expense consists.

Item No. 7, brick work 191 M, $3,820.00.

This price of $20.00 per thousand for brick was reduced to $18.00 as we find from resolution of the board at meeting of November 1st, 1910, already referred to in this report.

We have figured the number of brick that would have been required to have obtained the average 6 feet of depth of walls, and find that, figuring on basis of twenty-seven (27) brick to cubic foot, 149,000 brick were used. This basis of 27 brick to cubic foot we consider more than ample. Allowing $16.00 per thousand, this item would be $2,384.00.

Item No. 8, stucco 3,908 sq. ft. at 2 1-2c, $97.00.

Computing the surface of 6 feet extra foundations we find that same is 3,023 sq. ft. at 2 1-2c, $68.02.

Item No. 9, concrete 90 yards at $18.00, $1,620.00. As stated before we find this item correct. The price, however, is wrong. It should be $10.00 per cubic yard as we hereafter show from the letter of the Blount Construction Co., formerly Keynton Construction Co. This would make this item $720.00 less or $900.00.

Item No. 10, sheet piling labor, $1,652.00.

Item No. 11, sheet piling, carpenters, $675.55.

These two items cover labor. The county is entitled to detailed statement of, and time sheets covering these two items, and same should be furnished by the contractor.

Item No. 12, sheet piling, materials, $675.00.

The materials, though not specified, we find lumber for sheet piling figures up, assuming that all trenches were excavated at same time and that no lumber was used second time, 22,588 feet at $15.00 equals $338.82.

Items No. 13, 14 and 15, pumping, engineer, coal and material, $649.00.

This item, in our judgment, like the other mentioned, the county is entitled to an itemized statement for same, as any other business man would require under like circumstances.

The item of 10 per cent, $1,247.80.

The contractor from the deductions made would necessarily be entitled to less than $1,247.80, but without the itemized statements for the various items that are mentioned, the total amount which should be deducted we are unable to state, as this would be the basis for the allowance of this claim.

However, 10 per cent on the total of the items arrived at and including the amounts not itemized, would be $865.28.

The item, interest $76.00. We are unable to see why the Blount Construction Co. should claim interest on this particular bill, when we take his remarks at the meeting of November 1st, 1910, on the subject, as follows: "Blount stated that in the natural course of events the extra would go over until the completion of the job, but the amount was greater than he could afford to carry, together with the 20 per cent which he is now carrying, and asked that they consider that clause of the specifications which gave them the authority to order the matter paid at once."

We have taken as a basis of our calculations the letter of the Keynton Construction Company to the county commissioners, as follows:

May 24, 1910.

To the Honorable Board of County Commissioners, Escambia County, Fla., City.

Gentlemen: We hereby propose to make changes in county jail plans as plans now stand, as passed by the city building inspector, for the following amounts, in addition to our present contract of $120,992.00.

Brick:		
1,040,000	brick, as per present plans	
740,000	brick as per original plans	
300,000	extra brick at $16.00 per thousand	$4,800.00
Concrete:		
Roof slabs..	8 yds.	
Concrete beams	17 yds.	
Concrete footings	15 yds.	
	40 yds. at $10....	400.00
Steel:		
14,160 lbs. floor beams		
864 lbs cell beams		
15,024 at 6 cents		901.1[illegible]
		$6,101.1[illegible]

Very truly yours,

KEYNTON CONSTRUCTION CO.,

By F. M. Blount.

Approved, Rudolph Benz Sons, L. R. Benz.

Item D. Contract for vault, first floor partitions, entered into January 11, 1911, $950.00.

Item E. Contract for second floor partitions, $857.00.

These items and the cause occasioned for same was brought about by board of county commissioners, at the suggestion of Judge E. D. Beggs, book 3, page 595, desiring to change the arrangement of the office rooms on first and second floors of court room building, providing vault for court of record, records, etc.

With reference to this item, the minutes of board, book 3, page 5[illegible] shows the following: Judge Beggs addressed the board in regard to some changes in the arrangement of different offices in the new jail building, understood that they would not amount to more than $200.00 or $300.00.

McQuarrie made motion that matter be referred to Architect Benz and Judge Beggs to confer and estimate the exact costs of making the desired changes. Motion was seconded and passed.

Meeting of board Feb. 7, 1911, book 3, page 619, the following appears: Architect Benz submitted report of extra costs pertaining to new arrangement of offices in jail building. Stated that cost of

Wiring	$ 132.00
Plumbing	391.40
Blount Construction Co.	1,607.00
Total	$2,130.40

and the minutes show the following, record book 3, page 615, January 11, 1911: Matter of accommodations for office rooms in new jail building was taken up and estimates from Blount Construction Company was read as follows:

Vault door	$ 150.00
Extra work	657.00
Second floor	800.00
Total	$1,607.00

At meeting of board as shown in record book 3, pages 618 and 619, the proposal was accepted and work ordered done.

Item F. Contract for changing windows entered into Feb. 14, 1911, $625.00.

This change of windows was brought to the attention of the board and suggested as being necessary because of cell corridor floor reaching to and against the walls, cutting the windows in negro and white men's cell block in two. The minutes of board of county commissioners, record book 3, page 624, shows as follows:

Architect L. R. Benz brought up matter of changing 32 foot windows in cell blocks to 5 foot opening 4 feet 8 inches by 6 feet, extra amounting to $625.00. Matter was ordered considered.

At night session on same date, page 627 of book 3, the following appears: Extra for changing windows at new jail building amounting to $625.00 was on motion ordered adopted and passed, and the following order was approved by the board at the same meeting:

Blount Construction Company:

You are hereby instructed to change 32 foot windows in cell blocks to 5 foot openings, 4 feet 8 inches by 6 feet, and an extra amount of $625.00 is hereby allowed for same.

Extra order issued by L. R. Benz architect, reads differently for this work, as follows:

The Blount Construction Company:

On account of the changing of window guards from one guard to five separate guards, you are hereby allowed an extra amounting to $625.00 to cover work on same.

This item is correct and was properly allowed.

Item G. Contract for extra stucco entered into Feb. 14, 1911, $975.00.

This matter is covered as shown by minutes of board, meeting of February 14, 1911, book 3, page 624, as follows:

Architect L. R. Benz brought up the matter of stucco of entire exterior of building with white atlas cement, extra amounting to $975.00 was ordered considered.

At meeting of board that night, page 627 of minute book 3, shows the following:

Matter of stucco of entire exterior of building with white cement amounting to $975.00 was considered, and on motion it was ordered that the extra white atlas cement outside finish be adopted, and order was approved by board at this meeting, reading as follows:

Blount Construction Company:

You are hereby instructed to stucco entire exterior of building with white cement, and an extra amounting to $975.00 is hereby allowed for same.

This stucco for the exterior of the building was a change from that provided for in the general specifications page 25 reading as follows:

"All the exterior walls on Jefferson and Zarragossa streets and on Main street and the alley on the north side of the building, where indicated on plan to be covered with stucco cement and laid off in joints according to the design shown on the elevation and sections."

The original stucco as proposed was to be of same block design as present finish, but plain cement.

Item H. Contract for cornice second floor entered into March 7, 1911, $477.60.

We find order for this item as follows:

The Blount Construction Company:

You are hereby instructed to do extra interior cornice work at jail on second floor, and an extra amounting to $477.00 is hereby allowed for same.

This item was improperly allowed as the original plans and specifications call for the cornice to be constructed as shown on detail at section N-N, sheet No. 1 of original plans, detail of second floor and third floor. See also detail on sheet 7, court room, first and second floor.

This cornice was also included in bid of Blount Construction Company in their letter of March 2nd, 1911, for $1,489.00, letter as follows:

Board of County Commissioners:

We hereby propose to install fixtures, railings, cornice and balustrade as shown on large detail of Rudolph Benz Sons in the first and second story of court room new county jail building, for the sum of fourteen hundred and eighty-nine dollars ($1,489.00).

Item I. Contract for interior court room entered into March 8th, 1911, $1,489.00.

The letter quoted above covers this item and proposal for woodwork, etc., in court room, which woodwork is marked on plan to be furnished by owner. However as the cornice work is specified to be done by the contractor ($477.60) as shown by detail sheet No. 1, section N-N, and discussed by us under item H, the above cost of cornice, $477.60, should be deducted and balance, $1,011.40, allowed.

Item J. Contract for brick trench entered into June 14, 1911, $561.70. We find the following:

June 5th, 1911.

Furnishing all labor and material for building 271 lineal feet 9 inch brick wall 6 feet high, including footing, also 6 manhole covers and rings, all for the sum of $561.70.

Specifications.

Specifications provide on page 23, last clause: "The Contractor for the brick work must build all the necessary trenches to receive the drainage, sewers and plumbing pipes that pass below the surface of the ground as directed by the architect." And on page 18, of same specifications: "The contractor is to do all the necessary excavating required to receive all foundations, piers, drains, sewer pipes, elevators and boiler pits, etc., to bring them to proper grade, etc."

All trenches are not shown upon the plans, but page 3 of the specifications provides that the plans and specifications are intended to be co-operative and what is called for by either shall be as binding as if called for by both. The contractor will understand that the work herein described shall be complete in every detail, notwithstanding every item necessarily involved is not particularly mentioned, and the contractor will be held to provide all labor and materials necessary for the entire completion of the work intended to be described, and shall not avail himself of any manifestly unintentional error or omission should such exist."

The specifications as stated on page 18 require first the excavation necessary to receive the pipes, drains, etc., and on page 23 of specifications we find that the contractor for the brick work is required to build all the necessary trenches. Therefore the extra allowed for this item should be paid back to the county.

Item K. Extra work approved by board and architect, $8,434.39, see detailed report below covering the different items included in this amount.

List of extras authorized by board and architect:

Item 1. Staining doors, $75.00.

The staining of these doors was necessary because on page 41, paragraph 1, of general specifications all interior wood work such as casing, sash, bases, etc., to be stained to represent hardwood, etc. These being pine wood, after staining would not conform with color of birch doors specified in paragraph 6, page 41, of general specifications which provides for the birch doors of the interior of the building to be well prepared and sandpapered to receive two coats of the best floor varnish of approved manufacture, which varnish finish would only bring out the natural color of the wood and leave them out of harmony with other finish for the casing, sash, bases, etc., therefore in our opinion the provision for staining having been left out of the specifications, this item is proper and should be allowed.

Specification Take Precedence Over Drawing.

Item 4. Increase thickness of doors, $75.00. We find order from architect to the general contractor as follows:

"You are instructed to increase thickness of doors throughout building from 1 3-8 inches to 1 3-4 inches, and an extra amounting to $75.00 is hereby allowed for same."

This order is improper and should not have been made, for the specifications provide that except the four doors in the entrance all the other wooden doors in the main building shall be 1 3-4 inches thick. See 8th paragraph on page 37 of general specifications, as well as schedule on sheet No. 2 of the original drawings. This schedule is in conflict with specifications, and provides for 1 3-8 inch thickness. However, we find the following, page 3, specifications:

Specifications and drawings to be co-operative. These specifications and the accompanying drawings are intended to describe and provide for a finished piece of work. They are intended to be co-operative, and what is called for by either shall be as binding as if called for by both. The contractor will understand that the work herein described shall be completed in every detail notwithstanding every item necessarily involved is not particularly mentioned, and the contractor will be held to provide all labor and material necessary for the entire completion of the work intended to be described and shall not avail himself of any manifestly unintentional error or omission should such exist.

This item should be disallowed.

5. Change window guard in guard room, $35.00. It appears that order No. 13 from the architect to the general contractor reads as follows:

You are instructed to change window guard in guard room, so that

Continued on Following Page.

CHRONOLOGICAL HISTORY OF COUNTY JAIL.

After considerable discussion exterding over a period of nearly two years the Board of County Commissioners decided to build a new County jail.

September 7, 1909—Board decided to build a new jail to cost $75,000.00 complete, and advertisement for plans was ordered.

October 15, 1909—Several architects presented plans in response to advertisements.

October 16, 1909—The plans of Rudolph Benz Sons, of Mobile, Ala., for jail building, to cost complete $85,000.00, were adopted.

November 16, 1909—Plans and specifications were accepted in which the County agreed to pay 5 per cent for the plans and this included the services of an expert architect to superintend the erection and construction of the building. Louis R. Benz was, under the agreement, to furnish the expert knowledge for the County in the construction of the work.

February 9, 1910—Contract, which had been advertised, was awarded to the Keynton Construction Company for the sum of $120,992.00.

February 19, 1910—Contract was executed between the County and the Keynton Construction Company (afterwards, June 10, 1910, changing its name to the Blount Construction Company).

Public sentiment was so much opposed to the building of so expensive a jail that only one member of the Board of County Commissioners which had made the contract for the jail was reelected. This was George H. Davis, who had fought and voted against the proposition.

January 3, 1911—The new Board of County Commissioners went into office finding the jail about one-half or two- thirds completed. The orders by Architect Benz for extras to the Blount Construction Company soon became a source of great annoyance to the board.

April and May, 1911—Contratoor F. M. Blount, of the Blount Construction Company, being absent, the work was practically stopped for about two months.

September 5, 1911—Architect Benz and the Contractor were both notified that no more orders by Benz for extras would be allowed.

November 21, 1911—The Blount Construction Company notified the Board by letter that the building was complete and requested inspection by the Board and acceptance. Architect Benz reported the building as complete except in some few minor details and recommended the Board's acceptance of and payment for the building, and that the Board hold back enough to cover these insignificant details until finished, and then pay over the small balance held back to the Contractor.

November 22, 1911—Architect Benz was called upon by the Board for a complete detailed report on the jail, showing whether the Blount Construction Company's claim that the building was complete was correct. Mr. Benz stated that he would not make a detailed report, that he never heard of such action before, that it was not expected that an architect should make such a report, and that in all his experience this was the first time he had ever heard of such a thing.

Decembr 5, 1911—The Board called upon Mr. Geo. M. Hopkinson, of New York, Supervising Architect for Stoddart & Company, Architects for the San Carlos Hotel, to come to Pensacola and make a report as to whether the jail was complete.

December 26, 1911—Geo. M. Hopkinson made report to the Board showing in detail a great amount of unfinished work to be done on the building by both the Blount Construction Company and also by the plumbing and heating contractors.

Architect Benz then also made a report showing practically the same state of incompletion of the building as Hopkinson had shown.

On receipt of these two reports the Commissioners inspected the building. Then the Blount Construction Company was written a letter by the Board and furnished with an itemized statement of unfinished work as shown by Hopkinson's and Benz's reports, and demand was made that the contractor finish the building, as shown by these reports.

January 11, 1912—Blount Construction Company replied to the Board's letter and to the Hopkinson and Benz reports, and again tendered the building as complete, and demanded payment of balance claimed.

January 22, 1912—Board asked Blount Construction Company for a full detailed statement of account showing unpaid balance claimed to be due on contract.

January 25, 1912—Blount Construction Company furnished detail-itemized statement of account showing:

Warrants issued and payments made on account of contract	$109,188.22
And balance due	43,589.14
Total	$152,777.36

January 25, 1912—Board by resolution referred the whole matter to County Attorney R. P. Reese, with instructions to employ experts and make a full and complete examination to determine the correctness and accuracy of the Contractor's report.

February 28, 1912—The report of County Attorney Reese, Civil Engineer Geo. M. Rommel, former City Building Inspector James M. Johnson and Deputy Clerk Thos. A. Johnson was filed.

March 1, 1912—Blount Construction Company filed suit against county for $60,000.00 assumsit damages.