DESERET EVENING NEWS.

Friday, October 14, 1898

STREET PAVING.

Status of the Controversy Between the Board and Company.

City Engineer Kelsey has sent the following letter to the Cannon-Jennings Paving company:

Gentlemen:—In reply to your communication addressed to the board of public works and the city engineer, requesting copies to the street pavements laid by you under contract dated Oct. 6, 1897, I will state that, in accordance with the duties defined on page 58 of No. 1, 1898, by the board of public works and the city engineer, for logging and passing the street pavements under the supervision of the city's inspector, who directed the work in accordance with the instructions of Sp. board of public works, on the second day your foreman refused to make the repairs as directed by the inspector, and he has continued to repair the pavements in an imperfect and unsatisfactory manner, notwithstanding the protests of the inspector and myself.

On Oct. 7 I notified the foreman not to proceed with the work in the manner in which it was being done, and also notified him that the pavements being patched were defective, and that the only way it could be repaired properly would be to remove the patched surface and replace it with good material.

The contract does not contemplate that the price to make repairs shall be double the price allowed for laying the pavement, and it is unreasonable to ask us, but in order to comply with your request as near as possible, I will now modify your letter so that you will convert it in kind of repairs, and as to the "filling square yards of the pavements," you will proceed with the work under the following instructions:

First—As to the time. The work shall be started at once and completed as soon as possible.

Second—As to the nature of the repairs. Where the pavement is badly cracked, where it is disintegrating and where the surface is undulating and full of depressions, the entire asphalt surface shall be removed and replaced in such new material, mixed and laid in accordance with the specifications and contract. Where there are depressions, holes and cracks and such parts are to be included in the above description, the contractor shall cut out and around the depressed and holed and in such cuts as of the cracks for a width of not less than six inches, and the old material removed down to the concrete; the edges of the pavement shall then be edged with asphaltene and the patch made with new material, mixed and laid as required by the specifications.

Third—As to the cost of the repairs. The pavement where the entire asphalt surface is to be removed on account of the defects as described above consists of that part of the pavement on the west side of East Temple street between Third and Fourth South streets; that part of the pavement on the south side of Second South street between West Temple and State streets; the north side of Second South street from Commercial block street; the greater part of the pavement on the north side of First South street between West Temple and State streets; and part of the pavement on the south side of First South street between West Temple and Main streets, and the pavement on the north side of First South street between First and Second South streets. On the balance of the pavements, all depressions, holes and cracks are to be repaired in the manner described above.

All of the plans to be repaired will be pointed out to the contractor by Mr. Chesley, who is instructed by the board of public works and the city engineer as to the nature and extent of the repairs to be made, and the work is to be done in accordance with the foregoing. Very respectfully,

F. C. KELSEY,
City Engineer.

Mr. Cannon of the paving company denies, of course, that any of the pavements are in the unsatisfactory condition described by Mr. Kelsey, and says that it is not his duty to repair the pavement in any way. He says he is willing to do so, however, if the engineer will be responsible for the necessary to the contractor to make an outlay of about $2,000, which amount he says he would be compelled to spend on the work if he complied with the engineer's request to repair the pavements