



LAW DEPARTMENT OF THE CITY OF CAMBRIDGE

PETER J. NELLIGAN, CITY SOLICITOR
743-4 TREMONT BUILDING, BOSTON
HAYMARKET 2260

March 3, 1919.

Honorable City Council,
City Hall, Cambridge, Mass.

Gentlemen:-

I have at hand a communication sent by Jeremiah F. Downey, Superintendent of Public Buildings, to your body under date of February 18th, 1919, which communication was referred to me on said date by you.

The question I presume you wish answered is that contained in said communication, namely,

"Whether or not in view of the fact that the lowest bid received for the construction of the proposed Central Square Building is \$20,000 in excess of the amount appropriated for the construction of and cost of original equipment and furnishings of the building, the City is any way liable for architect's fees under those circumstances."

There is a written contract between the architect and the City in relation to the architect's services in connection with this building. One of the sections of the contract makes it incumbent upon the architect "to restudy and if necessary to redraw without charge any or all of said drawings and specifications, if the total of the lowest bid for the complete construction and equipment of the building over-runs the appropriation provided by the City Council for the same."

I assume that the Superintendent of Public Buildings has not discontinued the services of the architect. Under these circumstances, the liability of the City for work already done by the architect may depend upon the future conduct of the contracting parties.

Respectfully submitted,

Peter J. Nelligan
City Solicitor.

PJN/FL.

Communication from
City Solicitor in relation
to fees in rel. to
Central Square Building.
March 4, 1919

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In City Council March 4, 1919

~~Referred to the Committee on~~

Placed on file.

Edward J. [Signature] City Clerk.