

File No. 7937 Continued.

OPINION.

6084

The specifications for High Level Interceptor, Section No. 2, provides on page 4, that "bidders will be required to state the number of working days required to complete the work."

Section 25 provides, that the work shall be "fully completed within the number of working days from and after the date of beginning the work, stated in his bid or proposal."

Section 27 provides, that "the Commission shall have the right, in its discretion, to extend the time for the completion of the work beyond the time herein stated."

Section 28 provides, that the Contractor shall be entitled to such extension of time as the Engineer shall certify in writing to be just and proper, under the following contingencies: 1. If the building of the sewer requires a greater amount of work, or materials, than those set forth in the "approximate statement of quantities"; (2) If the contractor is obstructed, or delayed, in his work by the fault of other city contractors, or by damage from the elements, or by general strikes, or by the city's delay in furnishing materials, etc., required to be furnished by it.

6085

On page 81, the contractor, in his bid, states that the "number of working days from the date of commencement required to complete the work" shall be four hundred.

The contract (page 83) requires the contractor to build the sewer in accordance with the specifications, and the condition of the Bond (p. 86) is, that the contractor, shall "in all respects comply with the terms and conditions of said contract, and their obligations thereunder, including the specifications therein referred to, and made part thereof", etc. One of the obligations of the contractor which the surety guarantees, is that he is to complete the work within the time named in the bid; but, by the express terms of the specifications, which are made part of the contract, this obligation is subject to change: (1) If the Commission, in its discretion, extends the time; and (2) the contractor is entitled to an extension in any one of the contingencies named in Section 28.

Therefore, when the contractor's time is either extended by the Commission, or else is extended pursuant to Section 28, in each case the extension is one provided for in, and contemplated by, the terms of the very contract and specifications which are guaranteed by the surety.