

File No. 11284 Continued.

OPINION.

You inquire whether the failure to state a specific amount as the charge for the item "for furnishing material for and making embankment" invalidates the bid.

8959

Towards the end of the bid or proposal is the following language,—"the foregoing prices are to include and cover the furnishing of all materials and labor requisite and proper, and the providing of all necessary machinery, tools, apparatus and means for performing the work, and the doing of all the above mentioned work in the manner set forth, described and shown in the specifications and on the drawings for the work and in the form of contract".

8960

This language clearly indicates that the sole consideration for the doing of the work is stated in the bid or proposal, and the only deduction that can be gathered from the failure to state a specific amount in any one item is that the contractor intended that there should be no charge for the work or material contemplated by this item, and that the amount he was to receive on the contract included the charge which would be made for this specific item.

I am, therefore, of the opinion that the insertion of the word "no" before the words "dollars and cents" in no wise invalidates the bid, but that it is entirely binding upon the contractor, and, upon its acceptance by the City, the contractor can make no further charge for the material or work included in this item.

8961

The failure to insert the price in this item may have been due to a mistake which may be of sufficient magnitude to warrant the rejection of all bids or the throwing out of this bid, in order not to impose a hardship upon the contractor. This, however, (unless so manifest that there can be no doubt about it) would not affect the legal conclusion above stated.

I return the proposal to you.

Very truly yours,

(Signed) Sylvan Hayes Lauchheimer,  
Deputy City Solicitor.