

File No. 11774 Continued.

OPINION.

each bidder names the number of days in which he proposes to complete the work. There is a wide difference in the time proposed to be consumed.

The Harbor Engineer reaches the conclusion that the bid of D.V. Ault & Co., is the lowest, as follows:

D.V. Ault & Co., bid,	\$87,810.08,	time 150 days
C.B. Clarke & Co., bid,	84,856.95,	" 270 days

C.B. Clarke & Company's cash bid is the lowest figure of any of the bidders, but the wide discrepancy in time (120 days) in favor of D.V. Ault & Co. leads the Harbor Engineer to the conclusion that D.V. Ault & Company's bid is the lowest.

In my opinion if this conclusion appears to the Board to be proper, the Board is entirely justified in exercising its discretion to this extent, and in determining that the bid of D.V. Ault & Co. is the lowest. I can see nothing unreasonable in the view that the loss of the use of the Bridge is of greater value to the City than the difference of price between the two bids named.

It may be mentioned that the specifications provide that the contractor shall forfeit Twenty-five dollars for each day which may elapse between the limiting date and the completion of the work. If this sum of Twenty-five dollars per day be regarded as the standard by which to test the relative values of the bids, D.V. Ault & Co. are the lowest bidders.

While I do not mean to say that this is a proper standard it can hardly be contended that the loss to the City from the delay in the completion of the Bridge would be less than Twenty-five dollars per day. It is, of course, impossible to estimate in money value the loss to the City, and this sum would seem to me to be merely a nominal figure. I, therefore, beg to advise you that in my opinion it is perfectly proper for you to decide in favor of the bid of D.V. Ault & Co., if such, in your opinion, is the lowest bid, considering the very great difference of time.

I may say that in determining to what extent your discretion may be exercised in this matter, I rely on the following authorities:

Madison vs. Harbor Board, 78 Md., 395.
Md. Pavement Co. vs. Mahool, 110 Md., 397.
20 Amer. & Eng. Encyc. of Law, pages 1169-1170.

9414

9415

9416