

File No. 25578 Continued.

This, I understand was done, and thereafter on October 30th, H. E. Crook & Company submitted a proposal to the Board of Awards agreeing to do certain work for the price of \$159,634. This bid was in turn referred by the Board of Awards to you for your approval. Your inquiry to me, therefore, as I understand, is, whether or not this contract, if approved by you is a valid contract, under all the circumstances.

In reading the specifications as originally advertised it is apparent that the proposition of H. E. Crook & Company, as outlined in their letter of October 30th, is not a bid to do the work according to any one of the methods outlined in the specifications, but is a proposal to do certain work on the Iceboat Annapolis according to an amalgamation of features of all three plans set forth in the specifications advertised prior to October 27th.

Sections 14 and 15 of the Charter require that the contract for all work involving the expenditure of more than \$500 must be advertised, that proposals for the same must be made and that the contracts must be awarded to the lowest responsible bidder. This means of course that every person must have an equal opportunity to bid on the particular work to be done and that the City must make known in advance in what manner the work is to be done. As was said in the case of *Konig vs. State*,

"There may be competition between different things as well as competition between prices bid respectively upon each of those different things, the thing or things for which the City invites proposals must be determined in advance of the advertisement for bids, and there can be no departure in the proposals from the specifications in regard to those things and that where the advertisement calls for bids on two or more things, after the proposals or bids are received and opened the Board of Awards, or other agent of the City authorized to do so, must determine which of the things they desire to adopt, and must then award the contract to the lowest responsible bidder for that particular thing, without reservation."

The proposal therefore of H. E. Crook & Company, even if accepted by the Board of Awards, cannot form the basis of a contract to do this particular work. According to the Sections of the Charter