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J. Cohen
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DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D. C. 20548

FILE: B-190844

DATE: May 9, 1978

MATTER OF: Service Technology Corporation

DIGEST:

1. Quotation was submitted after job inspection to clean approximately 6,000 feet of sewage line at \$1 per foot (fixed costs were separately priced), and purchase order was issued on that basis. Fixed costs were paid, and payment of \$3,575 was made for 3,575 feet actually cleaned, based on agency's interpretation of agreement. Contractor claims \$2,425 (\$6,000 - \$3,575), contending that quotation represented flat rate of \$6,000. Claim is denied, since both interpretations are reasonable, and doubt must be resolved against drafter (claimant).
2. Firms are responsible for preparation of their bids. Claimant's failure to appreciate and understand effects of structure of its quotation, which was not induced in any way by Government, must be considered result of its own negligence and is solely claimant's responsibility.

On May 24, 1977, Service Technology Corporation (STC) submitted to the Department of the Interior National Park Service (Park Service) a written quotation "for cleaning approximately 6,000' of 6" sewage line at Mesa Verde National Park." The submission followed an inspection of the job by STC. The quotation included a charge of \$100 for chemical treatment, charges for travel (per mile), per diem, and labor (per man-hour, for excavation and repair not directly related to cleaning), and a charge of \$1 per linear foot for the actual cleaning.

On the basis of STC's quotation, on May 25 the Park Service issued a purchase order for the work, which provided:

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Articles or Services	Quantity Ordered	Unit	Unit Price	Amount
Contractor shall provide all labor and material required to clean approximately 6,000 feet of sewage line * * *.				
"1. Cleaning of line	6,000	ft.	1.00	\$6,000
"2. Chemicals	L.S.			\$ 100
"3. Labor (stand-by)	Est.			\$1,000
"4. Travel, per diem, transporting equipment, etc.	Est.			\$2,000

Estimated Total \$9,100"

Only 3,575 feet of line were actually cleaned. STC was paid \$100 for chemicals, the actual cost of items 3 and 4, and \$3,575 for the cleaning, representing the unit price times the number of feet cleaned.

STC submitted a claim to the Park Service for \$2,425, the difference between the amount payable for cleaning 6,000 feet and the amount paid for cleaning. STC contended:

"* * *We initially sent an advance man down to meet with park personnel to estimate the job. As a result of that visit, we concluded that a \$1.00/ft. bid price based on approximately 6,000 lineal feet to be cleaned was appropriate since many unknowns such as the condition of the pipe, blockage, nature and access existed. * * *

* * * * *

"* * *I bid jobs based on the risks inherent and in this case on the unknowns involved which were substantial. The unit price figure

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was arrived at by simply dividing what I said we could do the job for by the approximately 6,000 lineal feet involved. At no time was unit price payment mentioned by Park personnel, and obviously, had I thought it was involved I would have had to provide a stepped quote based on quantity to cover my fixed cost."

Thus, it is STC's position that it actually bid the cleaning on a lump-sum basis, not per linear foot.

The claim was denied by the Park Service on the basis of its view that STC's May 24 quotation and the purchase order both indicated a cleaning charge per linear foot, rather than a lump-sum charge for the entire cleaning job (in contrast with the lump-sum quotation regarding chemicals). In this connection, the Park Service engineer who negotiated with STC states that the parties agreed to "a unit cost of \$1.00 per foot for actual length of line cleaned." (Emphasis added.) It was determined that STC was therefore entitled to payment for cleaning based only on the actual footage cleaned. The Park Service also noted that the travel and per diem charges, which were separately priced, appeared to reflect much of STC's fixed costs.

At STC's request, the matter was submitted to our Office for consideration.

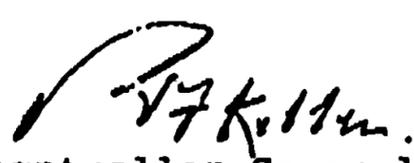
The responsibility for the preparation of the May 24 quotation was clearly STC's. Cf. 48 Comp. Gen. 672, 674 (1969). We believe that neither STC's quotation nor the purchase order based thereon clearly indicates whether payment was to be based on the length of line physically cleaned, as the Park Service contends, or on the length of line clean and flowing after performance, which is essentially STC's position. We recognize that similar types of jobs are often contracted for on flat rate bases. However, in view of the structure of STC's quotation, including the fact that fixed

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costs were separately listed and priced, as well as the statement by the Park Service engineer, we cannot say that the Park Service's view is not reasonable.

A basic rule of contract law is that where an instrument creates conflicting interpretations that are both reasonable, the doubt arising therefrom should be resolved against the drafter. See Allis Chalmers Corporation, B-186693, July 15, 1976, 76-2 CPD 48; 51 Comp. Gen. 119 (1972). Since the purchase order only restated the charges listed in the quotation, it must be interpreted in the Government's favor. In this connection, STC's failure to clearly understand and appreciate the effects of the structure of its quotation, which was not induced in any way by the Government, must be considered a result of its own negligence and is solely STC's responsibility. See Blake Construction Company, Inc., B-187386, November 15, 1976, 76-2 CPD 414; OMNI Research, Inc., B-186301, October 19, 1976, 76-2 CPD 341.

Accordingly, the claim may not be paid.


Deputy Comptroller General
of the United States