

been reasonably anticipated by the Contractor, the Contract may be modified with the Owner's written approval and an appropriate change order issued.

#### SUBMITTAL OF BIDS

Bids accompanied by a certified check or bid bond must be submitted in a sealed, opaque envelope and appropriately marked with the name of the bidder, project and addressed to the Board advertising for bids, but otherwise unmarked.

#### BID SECURITY

Each bid or estimate must be accompanied by a certified check or satisfactory Bid Bond in the amount stated in the "Invitation To Bid", which shall be considered as a guaranty that the bidder will execute the Contract and comply with all the statutory provisions thereof within ten (10) days after the Contract form has been delivered to the Contractor by the Owner.

If the successful bidder fails to execute and return the Contract together with the required bonds within ten (10) days as aforesaid, the amount of the Bid Bond and Certified Check made by him shall be forfeited and retained by the Owner as liquidated damages for such failure; but if the Bidder executes the Contract and furnishes required bonds as aforesaid, the amount of the Bid Bond or Certified Check shall be returned to the bidder.

#### INFORMAL BIDS

Bids that are illegible or that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or that contain irregularities of any kind, may be rejected as informal.

Any bid may also be deemed informal which does not contain prices set opposite each of the items for which there is a quantity exhibited in the itemized proposal or which shall, in any manner, fail to conform to the conditions of the published notice inviting proposals. The lump sum bid and/or unit prices and gross sum bid as called for in the Proposal shall be indicated in words and by figures.

The Owner reserves the right to waive any informalities in or reject all bids submitted, or to accept the bid and award the Contract to the lowest responsible bidder therefore, as provided by law.

#### BASIS OF AWARD - COMPARISONS OF BIDS

The Contract shall be awarded, if at all, to the lowest responsible bidder. In the case of Lump Sum Contracts, the lowest responsible bid shall be determined by a comparison of the lump sum prices bid, adjusted for alternate prices bid, if any. In the case of Unit Price Contracts, the lowest responsible bidder shall be determined by a comparison of the total, gross price for which the entire work will be performed, arrived at by computing the sum of the estimated quantities specified in the bid at their stated unit prices, as called for in the proposal and in conformity with the specifications.

#### ERRORS IN BID

In the event that the amount shown in words and its equivalent in figures do not agree, the written words shall be considered binding.

In the event that the total, gross price set forth in the bid does not agree with the total of all the unit prices as computed from the estimated quantities, the total amount of said unit prices so computed shall be controlling and binding.

#### UNBALANCED BID

The Owner reserves the right to reject any bid in which the unit prices appear, in the judgment of the Engineer, to constitute an unbalanced, impracticable or unreasonable bid for such work.

#### APPROXIMATE QUANTITIES

Bidders are advised that the estimate of quantities of the various items of work and materials is approximate only, and is given solely for use as a uniform basis for the comparison of bids and shall not be made the basis of any claim against the Owner. Bidders are responsible for satisfying themselves by personal examination of the site, the work proposed, and the contract documents including the specifications and drawings, and by their own judgment as to the quantities and character of the work to be done, and by such other means as a reasonably prudent bidder would deem necessary, as to the actual conditions and requirements of the work, and shall make their bids accordingly, it being understood that the Contractor will be paid only for the actual quantity of each item of work done at the price specified in the bid proposal.

The Contractor shall assert no claim against the Owner on account of any variation between the estimated quantities and the actual quantities as measured when the work is complete, or on account of any mistake, misunderstanding or misconception as to the nature, location or amount of work to be performed by the Contractor under this Contract.

#### WORK INCLUDED IN BID PRICE

The lump sum price or, as the case may be, the gross sum price on a unit price contract, shall include all the labor and materials required for the entire completion of the contract work by the Contractor. The price as bid shall include without limitation the restoration, to no less than their original condition existing streets, sidewalks, lawns, driveways, terraces, and all other areas disturbed or damaged by the Contractor during the performance of the contract work.

#### OFFER OF SURETY

Attention is called to the Offer of Surety and Certificate of Surety in the form annexed hereto as Schedule "2" following the Form of Proposal which must be filled in by all bidders and submitted with their bid.

#### SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with its delivery of the executed agreement, the successful bidder must deliver to the Owner an executed bond in the amount of 100 percent of the accepted bid, as security for the faithful performance of its Contract, an executed bond in the amount of 100 percent of the accepted bid, as security for the payment of all persons performing labor, or furnishing materials in connection therewith, prepared on the forms of Performance Bond and Labor and Material Payment Bond attached