

GP-3

**AWARD AND EXECUTION OF
CONTRACT**

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After Proposals have been publicly opened and read, they will be audited for mathematical accuracy and reviewed to determine that there are no irregularities as outlined in GP-2.13 and GP-2.14. Upon completion of the aforementioned audit and review, the results will be made available to the public. In the event of a discrepancy between the unit bid prices and the extensions (product of quantity and unit price), the unit price will govern. In the case of discrepancy between prices written in words and those written in figures, the written words will govern. In the event that the unit price is not included, the unit price shall be the extended (price divided by the quantity).

The right is reserved to reject any or all Proposals, if in the judgment of the County, the best interests of the County will be promoted thereby.

The right is also reserved to waive technicalities in construing the regularity of Proposals submitted by Contractors provided the technicality so waived does not change the meaning, substance or intent of the Proposal and the Proposal remains unmistakably clear as to its intent and meaning. The requirements to have the Proposal accompanied by a Proposal Guaranty and the provisions of GP-2.07.2 are not subject to waiver.

GP-3.02 AWARD OF CONTRACT

The award of the Contract, if it be awarded, will be to the lowest, responsive, responsible Bidder who's Proposal complies with all of the prescribed requirements.

Prior to award, the County will notify the lowest successful Bidder within ninety (90) calendar days after opening of the Proposals, which shall constitute the County's acceptance of this bid price, by mailing the Contract Documents, Performance Bond Forms, Labor and Material Bond Forms. These forms must be fully completed and returned within ten (10) calendar days after date of receipt by the Contractor.

The successful Bidder will be notified, by letter mailed to the address shown on his Proposal, that he has been awarded the Contract. This letter will include the Contract Documents executed by the County and the Purchase Order signed by the County Purchasing Agent, which is the official statement that the obligation of funds for construction have been authorized. No successful Bidder shall withdraw his bid prior to award unless he has not been advised of acceptance within ninety (90) calendar days.

Subcontractors named in the Proposal will be considered to have approval of Surety when the Performance Bond and Labor and Material Bond are executed and will be considered approved by the County upon award of the Contract.

Additional subletting will be permitted within the limits of the Specifications when Subcontractors are proposed following the award of the Contract. Requests for subletting by a Contractor must be accompanied by a consent of Surety for each Subcontractor requested. In all Contracts jointly bid, all Contractors will be held jointly and severally responsible for the performance of the entire Contract.

GP-3.03 PROPOSAL GUARANTY RETURN

All proposal guaranties will be returned upon request, if the bidder is not one of the three lowest bidders. The guaranty of the second and third Bidder will be returned within (10) calendar days following the award of Contract. The guaranty of the successful Bidder will be returned after all bonds have been furnished and the Contract has been executed.

GP-3.04 CONTRACT BOND REQUIREMENTS (PERFORMANCE BOND)

The successful Bidder shall, no later than the time the Contract is executed, furnish a Performance Bond or Bonds in a sum equal to the total amount of the Contract. The form of the Bonds and/or other forms of security shall be acceptable to the County. The name of the underwriting agency for said bond shall be shown thereon.

GP-3.05 PAYMENT BOND REQUIREMENTS (LABOR AND MATERIAL BOND)

The successful Bidder shall, no later than the time the Contract is executed, furnish a Payment Bond or Bonds in the sum equal to not less than 50 percent of the total amount of the Contract. The form of the Bonds and/or other forms of the security shall be acceptable to the County. The name of the underwriting agency for said bond shall be shown thereon.

The Contractor, prior to receiving a progress or final payment, shall certify in writing to the Engineer that the Contractor has made payment from proceeds of prior payments, and that the Contractor will make timely payments from the proceeds of the progress or final payment then due, to the subcontractors and suppliers in accordance with the contractual arrangements between them.

GP-3.06 CONTRACT EXECUTION

The Contract shall be signed by the successful Bidder and returned, together with the Performance Bond and Labor and Material Bond within ten (10) calendar days after receipt by the said Bidder. No Contract shall be considered as effective until it has been executed by all parties thereto. Note that a separate form will be used for the actual executing of the Contract. It will include a duplicate of the Proposal submitted as the bid. It shall be further understood and agreed that all Specifications as well as Special Provisions attached to the Proposal Form used in submitting bids and all approved drawings are parts of the Contract and shall be considered in full force and effect even though not included in and/or attached to the separate form used in actual executing of a Contract.

If the lowest responsible Bidder is not notified of the County's acceptance of his bid within ninety (90) calendar days after the bid opening or as specified otherwise in the Proposal, the Contractor shall have the right to withdraw his bid without penalty.

GP-3.07 FAILURE TO EXECUTE CONTRACT

Failure to execute the Contract and file acceptable Bonds within the time aforesaid shall be just cause not to award, and the Proposal Guaranty shall be forfeited and the proceeds will become the property of the County, not as a penalty but in liquidation of damages sustained. Award may then be made to the next lowest responsible Bidder, or the work may be readvertised and constructed under Contract or otherwise, as the County may decide.

GP-3.08 COMMUNICATIONS WITH BIDDERS AND CONTRACTORS

The mailing, in a United States post office box, of any written communication, notice or order, addressed to a prospective Bidder or the Contractor at the business address filed with the County or to his office at the site of the work, shall be considered as sufficient service upon the Contractor of such communication, notice or order, and the date of said service shall be the date of such mailing.

END OF SECTION