



**NAVARRO COUNTY AUDITOR'S OFFICE**

300 West Third Avenue, Suite 10  
Corsicana, TX 75110-4672  
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County Auditor

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July 11, 2012

Bid 2012-R-001 Contract – Reconstruction of a Portion of SE CR 2240

Open Date – August 13, 2012 at 10:00 a.m.

The enclosed *Invitation to Bid, Instructions/Terms of Contract and Specifications/Response Forms* are for your convenience in bidding the bridge replacement project on NW CR 1250 for Navarro County.

**Sealed bids shall be submitted no later than:**

**Monday, August 13, 2012, 10:00 a.m.**

**Mark Envelope: *Bid No. 2012-R-001 Reconstruction of a portion of SE CR 2240***

**Bids must be signed and dated by a person having the authority to bind the vendor in a contract. Bids that are not signed and dated will be rejected.**

Navarro County appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award of the contract, and will be returned unopened. Bids will be opened in the County Courtroom, First Floor, Navarro County Courthouse, Corsicana, Texas. You are invited to attend.

The bidder may withdraw bids at any time prior to the official opening. Alterations made before the opening time must be initialed by the bidder to guarantee the authenticity of the change. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Navarro County is aware of the time and effort you expend in preparing and submitting bids to the County. Please let us know of any bid requirements which are causing you difficulty in responding to our bids. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made no later than two weeks after the bid opening date. To obtain results, or if you have any questions, please contact the Navarro County Auditor's Office at 903-654-3095.

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**

By order of the Commissioners Court of Navarro County, Texas, sealed bids will be accepted for:

**Reconstruction of a Portion of SE CR 2240**

IT IS UNDERSTOOD that the Commissioners Court of Navarro County reserves the right to reject any or all bids for the products and services covered in this bid request and to waive any formalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Navarro County.

**BIDS MUST BE SUBMITTED on the forms included for that purpose on pages 10-16 including Exhibit A and Exhibit B in this packet.** Each bid should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

**Bids should be clearly marked - *Bid No. 2012-R-001 Reconstruction of a Portion of SE CR 2240***

**BIDS SHOULD BE RETURNED TO the following address on or before **Monday, August 13th 2012, not later than 10:00 a.m.****

Navarro County Auditor's Office  
Navarro County Courthouse  
300 West Third Avenue, Suite 10  
Corsicana, Texas 75110

***FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED***

***All bids must be received in the County Auditor's Office before the opening date and time.***

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**

Navarro County is requesting bids on the replacement of a bridge on NW CR 1250. Bids must be submitted on the attached forms. By returning this bid with a price quote, vendors certify and agree that:

**Funding:** Funds for payment have been provided through the Navarro County budget approved by the Commissioners Court for the fiscal year ending September 30, 2012.

**Late Bids:** Bids received in the County Auditor's Office after the submission deadline will be considered void and unacceptable. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

**Altering Bids:** Bids cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before the opening time must be initialed by the signer of the bid, guaranteeing authenticity.

**Withdrawal of Bid:** A bid may not be withdrawn or canceled by the bidder without the permission of the County for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of their bid.

**Sales Tax:** Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

**Contract:** This bid, when properly accepted by Navarro County, shall constitute a contract equally binding between the successful bidder and Navarro County. No different or additional terms will become a part of this contract with the exception of change orders.

**Change Orders:** No oral statement of any person shall modify or otherwise change, or affect, the terms, conditions or specifications stated in the resulting contract. The Navarro County Auditor will make all change orders to the contract in writing.

**Delivery:** All delivery and freight charges (FOB Navarro County Courthouse) are to be included in the bid price.

**Conflict of Interest:** No public official shall have interest in this contract, in accordance with *Vernon's Texas Codes Annotated, Local Government Code*, Title 5, Subtitle C, Chapter 171.

**Ethics:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Navarro County.

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**

**Exceptions/Substitutions:** All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of this bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**Addenda:** Any interpretations, corrections or changes to this *Invitation to Bid* and *Specifications* will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Auditor. Addenda will be mailed to all that are known to have received a copy of this *Invitation to Bid*. Bidders shall acknowledge receipt of all addenda.

**Bids must comply** with all Federal, State, county and local laws concerning these type purchases.

**Davis-Bacon and Related Acts:** Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Housing and Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

**Design, Strength, Quality** of materials must conform to IBC 2006 (International Building Code).

**Minimum Standards for Responsible Prospective Bidders:** A prospective bidder must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive an award.

Navarro County may request representation and other information sufficient to determine the bidder's ability to meet these minimum requirements listed above.

**References:** Navarro County requests bidders to supply a list of at least three (3) references where like products have been sold by their company. Include name of reference, address, telephone number and name of representative.

**Bidder Shall Provide,** with this bid response, all documentation required by this *Invitation to Bid*. Failure to provide this information may result in rejection of your bid.

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**

**Successful Bidder Shall** defend, indemnify and save harmless Navarro County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Navarro County growing out of such injury or damages.

Successful Bidder shall submit a Performance Bond after contract has been awarded.

**Insurance Requirements:** Any vendor that conducts business with Navarro County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the County requires the successful vendor(s) to submit, to the County Auditor's Office, verification of the following coverages, showing Navarro County as the certificate holder with coverage dates inclusive to that of the contract award:

- a. **Workers' Compensation Coverage** meeting the acceptable requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code; and
- b. **General Liability Insurance** meeting the following limits - **\$1,000,000 per occurrence/aggregate**, including products and completed operations coverage.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Navarro County Premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

**Termination of Contract:** This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Navarro County reserves the right to award canceled contract to the next lowest and responsible bidder as it deems to be in the best interest of the County.

**Termination for Default:** Navarro County reserves the right to terminate the contract for default if Contractor breaches any of the terms therein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Navarro County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**

**Notice:** Any notice provided by this bid (or required by law) to be given to the successful bidder by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

**Purchase Order:** A purchase order will be generated by Navarro County to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. Navarro County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

**Packing Slips** or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful bidder, (b) delivery location, (c) Navarro County purchase order number and (d) descriptive information as to the terms(s) delivered, including description, quantity, number of containers, etc.

**Invoices** Payment will be made from original vendor invoices only. Shipping documents will be considered informational only and will be held until an invoice is received. The County does not pay from monthly statements. Invoices shall show all information as stated above and mailed directly to the Navarro County Auditor's Office, 300 West Third Avenue, Suite 10, Corsicana, TX 75110.

**Payment** will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful bidder is required to pay subcontractors within ten (10) days.

**Items** supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

**Samples:** When requested, samples shall be furnished free of expense to the County.

**Testing:** Navarro County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review.

**Warranties:** Contractor shall furnish all data pertinent to warranties or guarantees which may apply. Contractor may not limit or exclude any implied warranties. Contractor warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Navarro County may return the product for correction or replacement at the Contractor's expense. If Contractor fails to make the appropriate correction within a reasonable time, Navarro County may correct at the Contractor's expense.

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**Access to Work:** Navarro County, their consultants and other representatives and personnel of Navarro County, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

Successful bidder is responsible for locating all utilities and clearly marking them through communication with DIGTESS. Successful bidder will indemnify and hold harmless Navarro County of all utility locating.

Successful Bidder is responsible for blocking off the road to thru traffic during non-construction times.

**Navarro County May Stop the Work:** If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents and Specifications, Navarro County may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Navarro County to stop the Work shall not give rise to any duty on the part of Navarro County to exercise this right for the benefit of the Contractor, or any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

**Correction Period:** If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents and Specifications) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or area made available for Contractor's/Bidder's use by Navarro County is found to be defective, Contractor shall promptly, without cost to Navarro County and in accordance with Navarro County's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Navarro County, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting there from.

If Contractor does not promptly comply with the terms of Navarro County's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Navarro county may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**

**Remedies:** The successful bidder and Navarro County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

**Venue:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Navarro County, Texas.

**Assignment:** The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Navarro County.

**Silence of Specification:** The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**Governmental Entities** within Navarro County utilizing inter-governmental contracts with Navarro County will be eligible, but not obligated, to purchase culverts (if applicable) under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Navarro County will be billed directly to that governmental entity and paid by that governmental entity. Navarro County will not be responsible for another governmental entity's debts.

**Navarro County reserves the right** to make purchases from State Government Contracts or other vendors to meet County needs.

**Any Questions** concerning this *Invitation to Bid* and *Specifications* should be directed to the Navarro County Auditor's Office at 903-654-3095.



**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

Navarro County is requesting bids for the reconstruction of a portion of SE CR 2240 as described in the following specifications. The contract period will be for twelve (12) months effective October 1, 2011 through September 30, 2012.

The successful bidder(s) may request a price change, in conjunction with a manufacturer's price change, by presenting to the Navarro County Auditor written evidence to support the price change. However, no price adjustments will be authorized for the first ninety (90) days from the date of contract award. The price change will be effective subsequent to approval by the Commissioners court and may not be retroactive.

All prices quoted in this contract will include all delivery costs, and freight to various locations within Navarro County, according to the instructions of the Commissioner at the time the order is made. It is the responsibility of the contractor to deliver the product by owned or contracted means. Navarro County will not pay additional delivery charges for partial delivery orders. Precinct 2 county barn is located at the following:

Pct 2 Barn – 907 NW 2<sup>nd</sup> Street Kerens, TX

Time of delivery, if delivered, must be coordinated with the Commissioner or his employee so that they can oversee the delivery.

This bid will be for **Reconstruction of a Portion of SE CR 2240**. We request work commence as soon as possible and be completed no later than 30 days after receiving written consent for each request, weather permitting.

The following specifications will be required as the minimum. Any alternative means of construction that provide similar structural capacities and load capacities shall be noted and described by bidder.

The lump sum price shall be for furnishing all labor, equipment, fuels and materials necessary to remove existing structures from site and prepare area for the new installation. Then install new structure (s) as outlined in the plans, specifications, and project details for the County of Navarro. Contractors will furnish all material, equipment, and manpower, unless noted and specified otherwise.

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

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FIRM SUBMITTING BID	FEDERAL ID NUMBER
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ADDRESS

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CITY, STATE, ZIP

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NAME AND TITLE OF INDIVIDUAL SUBMITTING BID

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TELEPHONE NO.	FAX NO.	E-MAIL
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SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
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**Reconstruction of a Portion of SE CR 2240**

**SITE:**

SE CR 2240  
Portion of road from intersection of SE CR 2260 & SE CR 2230  
Approximately 7/10 mile long (3696') and 20' wide

**SCOPE OF WORK:**

1. Pulverize/Reclaim existing surface and base to a depth of 5"
2. Add flex base to raise/build up as needed
3. Reshape to original profile and re-compact to a 2" pitch center to center
4. Apply primer to compacted base
5. Apply two courses of chip and seal

NOTE: Purchase of flex base and hauling of flex base to be performed by County

**ALTERNATIVE MEANS OF CONSTRUCTION:**

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Please list any exclusion or qualifications in the space provided below.  
Having read and understood the instructions to Bidders and Specifications, we submit the following bid:

**Cost To Perform Scope of Work (\$):** \_\_\_\_\_

**Exceptions:**

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**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

**BID PROPOSAL AFFIDAVIT**

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS           §  
COUNTY OF NAVARRO   §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, who, after being duly sworn, did depose and say: "I, \_\_\_\_\_, am a duly authorized officer or agent for \_\_\_\_\_, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(Type of Print Name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above named on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

**CONTRACTOR REFERENCES**

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal.  
***This form must be returned with your proposal.***

**REFERENCE 1**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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**REFERENCE 2**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

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**REFERENCE 3**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

**STATEMENT OF CONTRACTOR'S QUALIFICATIONS**

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: \_\_\_\_\_ Date Organized: \_\_\_\_\_

Address: \_\_\_\_\_ Date Incorporated: \_\_\_\_\_

Number of Years in contracting business under present name: \_\_\_\_\_

**Contract on Hand:**

Contact	Amount (\$)	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Type of work performed by your company: \_\_\_\_\_

Have you ever failed to complete any work awarded to you? \_\_\_\_\_

Have you ever defaulted on a contract? \_\_\_\_\_

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

Major equipment available for **this** project: \_\_\_\_\_



**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder who submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
  - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
  - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
  - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**NAVARRO COUNTY**  
**BID NO. 2012-R-001 Reconstruction of a Portion of SE CR 2240**  
**SPECIFICATIONS/BID PROPOSAL FORM**

**Contract Checklist**

This project will be bid, let and constructed according to the International Building Code 2006 Standards and the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Following are required Documents to be submitted with the Bid Form:

- A Bid Proposal Affidavit must be submitted with the Bid Form.
- A list of contractor references must be submitted with the form.
- A Statement of Contractor's Qualifications must be completed and submitted with the Bid Form.
- A Conflict of Interest Questionnaire must be completed and submitted with the Bid Form.
- A Bid Bond must be submitted with the Bid Form

If any statements were **not** checked please provide an explanation in the given area below.

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\_\_\_\_\_  
Contractor Signature                      Date