

III. PROPOSAL FORM

TO: The Honorable Mayor and City Council  
The City of Deer Park, Texas

For: Softball Parking Lot Expansion  
For the City of Deer Park  
710 E San Augustine Dr  
Deer Park, Texas 77536

Submitted by: \_\_\_\_\_  
(Name of Bidder)

The undersigned, as Bidder, declares that the only person or parties interested in this Bid as principals are those named herein, that this Bid is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of Contract, Notice to Bidder, Specifications, and the Plans therein referred to, and has carefully examined the location, conditions and classes of materials of the proposed work; and agrees that he will provide necessary labor, superintendence, machinery, tools and apparatus, and other items incidental to construction, and will do all the work and furnish all the materials called for in the Contract and Specifications in the manner described therein and according to the requirements of the Engineer as therein set forth.

In submitting this bid, the undersigned Bidder does hereby certify that the bid is not made in the interest of other firms, corporations or in behalf of any undisclosed persons or interest other than sole Bidder by submitting this bid by signatures. The Bidder also certifies that he is not solicited or being induced by any other firm to submit a farce or sham bid for obtaining advantage over any other bidder that is submitting a bid.

The ten percent bid security accompanying this Bid shall be returned to the Bidder, unless in case of acceptance of the Bid the bidder shall fail to execute a Contract and file a Performance Bond and a Payment Bond within fifteen (15) days after its acceptance, in which case the bid security will become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by owner.

**A. BASE PROPOSAL:** The undersigned agrees to complete the Work in accordance with the Contract Documents for the lump sum of:

\_\_\_\_\_ DOLLARS  
(Amount in Words)

\$ \_\_\_\_\_  
(Amount in Figures)

**B. ALTERNATES:** If the Owner elects to require increases, decreases or changes in the work specifically described in the Contract Documents as Alternates, the undersigned agrees to perform such increases, decreases or changes for the sums stated below. The undersigned also understands that the Owner reserves the right to accept or reject any alternate in the order of its choosing and to suit available funding.

It is understood that if no figure is listed for an Alternate, that the Alternate may be accepted and there will be no change in the Base Proposal amount indicated above. (Indicate the Alternate's effect on the Base Proposal price by circling the appropriate word and crossing out the inappropriate word).

The written amounts shown below will take precedence over the numbers shown.

**ALTERNATE NO. 1: RE-STRIPE EXISTING PARKING LOT**

If the Owner elects to proceed with Alternate No. 1, (add) (deduct) the sum of:

\_\_\_\_\_ DOLLARS  
(Amount in Words)  
\$ \_\_\_\_\_  
(Amount in Figures)

**C. ALLOWANCES:** The undersigned certifies that the Allowances are included in the Base Bid and agrees that the unexpended balance of allowance sums will revert to the Owner in the final settlement of the Contract. For the written amounts shown below

Twenty-Five Thousand \_\_\_\_\_ DOLLARS  
(Amount in Words)  
\$ 25,000 \_\_\_\_\_  
(Amount in Figures)

The undersigned certifies that the amounts quoted on the proposal have been carefully checked and are submitted as correct and final.

The undersigned proposes to complete the work quoted on or before 180 calendar days after the effective date of work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated damages in the amount per day as defined in the **Standard Form of Agreement Between Owner and Contractor, § 2.4 Liquidated Damages.**

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1	Dated _____	Received _____
Addendum No. 2	Dated _____	Received _____
Addendum No. 3	Dated _____	Received _____
Addendum No. 4	Dated _____	Received _____

Accompanying this Bid is a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the greatest amount bid and payable to the Owner.

Respectfully Submitted,

Attest/Seal (if Corporation)  
Witness (if not Corporation)

Bidder \_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Typed)

By: \_\_\_\_\_  
(Representative's Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Seal of Bidder Corporation:**

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

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

END OF BID FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned,

\_\_\_\_\_ as PRINCIPAL, and

\_\_\_\_\_, as SURETY are

held and firmly bound unto \_\_\_\_\_ hereinafter called the "Local Public Agency", in the penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, Dated \_\_\_\_\_, for \_\_\_\_\_

NOW, THEREFOR, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above-bounded parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

\_\_\_\_\_

(SEAL)

Attest:

By: \_\_\_\_\_

Affix  
Corporate  
Seal

Attest:

By: \_\_\_\_\_

Affix  
Corporate  
Seal

Attest:

By: \_\_\_\_\_

Countersigned

By \_\_\_\_\_

\* Attorney-in-Fact, State of \_\_\_\_\_

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_, Secretary of the Corporation named as Principal in the within bond; that \_\_\_\_\_, who signed the said bond on behalf of the Principal was then \_\_\_\_\_ of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, for and in behalf of said corporation by authority of this governing body.

Corporate  
Seal

Title: \_\_\_\_\_

\* Power-of-attorney for person signing for surety company must be attached to bond.