Sealed proposals, addressed to Ms. Janet Daugherty, Navarro College, 3200 West 7th Avenue, Corsicana, Texas 75110, and bearing the words, “RFP #2012, shall be received until June 21, 2010 at 2:00 p.m. for General Contractor including the furnishing of all labor, materials and equipment and performing all, work required to demolish existing structure, prepare site, and construct a Petroleum Technology Building (Phase 1 and Phase 2) and a Campus Police Department Building, Navarro College, Corsicana, Texas, in compliance with the Drawings and specifications which will be available to the contractors on Friday, May 14, 2010. A mandatory pre-bid meeting will be held at 10:00 a.m. on Monday, June 7, 2010 in the Navarro College Administration Building in Corsicana, Texas.

A cashier's check, certified check, or acceptable Bidder's bond payable to the, Navarro College, Corsicana, Texas in the amount of not less than 5% of the largest possible total for the Proposal submitted, must accompany each Proposal.

The materials utilized in the construction of this project are exempt from local and state sales taxes; tax exempt certificates are available from Ms. Janet Daugherty, Navarro College, 3200 West 7th Avenue, Corsicana, Texas 75110. The successful Bidder/Bidders will be required to enter into a contract with Navarro College and furnish a performance and/or payment bond, per the following requirements, of approved form through an approved bonding company duly authorized to do business in the state of Texas, and currently listed in the department of treasury federal register, in the amount of not less than 100% of the contract price, conditioned upon the performance of the contract. A payment bond, only, will be required for all contracts less than $100,000.00. A payment and performance bond will be required for all contracts in excess of $100,000.00. Payment and performance bonds shall be in full compliance with Texas government code chapter 2253. Note: the Owner reserves the right to cancel the requirement for Performance and Payment Bonds.

Attention is called to the fact that the contractor must comply with all federal, state and local labor laws, including article 5159a, Vernon's Annotated Revised Civil Statutes of the State of Texas.

Attention is again called to the fact that the owner is exempt from the payment of the state sales tax normally levied against material costs. The contract sum, as identified by the base, shall not
include any allowance for the payment of state sales tax on materials required to complete the work. The successful Bidder, upon award of the contract, will be furnished with a tax exemption form, which will enable him to purchase the required materials without payment of such taxes.

Drawings & Specifications may be obtained in person from Janet Daugherty, Navarro College, Albritton Administration Building, 3200 W. 7th Avenue, Corsicana, Texas 75110 on or after May 21, 2010 at a cost of $50 per set. Drawings and Specifications will be mailed upon receipt of payment of each set and for the actual cost of shipping/handling.

Each Bidder, by making his Proposal, represents that he has read and understands the Proposal documents.

Each Bidder, by making his Proposal, represents that he has familiarized himself with the local conditions under which work is to be performed.

A Proposal is invalid if it has not been deposited at the designated location prior to the time and date for receipt of Proposals indicated in the advertisement or invitation to Proposal, or prior to any extension thereof issued to the Bidders.

Unless otherwise provided in any supplement to the instruction to Bidders, no Bidder shall modify, withdraw or cancel his Proposal or any part thereof for thirty days after the time designated for the receipt of Proposals in the advertisement or invitation to Proposal.

Each Bidder represents that his Proposal is based upon the material and equipment described in the Proposal documents. The Bidder acknowledges the right of the owner to reject any or all Proposals and to waive any informality or irregularity in any Proposal received. In addition, the Bidder recognizes the right of the owner to reject a Proposal if the Bidder failed to furnish any required Proposal security or to submit the data required by the Proposal documents, or if the Proposal is in any way incomplete or irregular.

In the case of ambiguity or lack of clearness in stating the price in the proposal, the owner reserves the right to adopt the price written in words or to reject the proposal.

Upon request by Navarro College, the selected Bidder shall within two (2) days thereafter submit the following:

A. A statement of costs for each major item of work included in the Proposal.
B. A designation of the work to be performed by the Bidder with his own forces.
C. A list of names of the subcontractors or other persons or Organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for such portions of the work as may be designated in the Proposal documents or if no portions are so designated, the names of the subcontractors proposed for the principal portions of the work. The Bidder will be required to establish to the satisfaction of Navarro College, his reliability and responsibility and the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed sub-subcontractors' respective trades. Prior to the award of this contract Navarro College, Corsicana, Texas will notify the Bidder in writing if Navarro College, Corsicana, Texas after due investigation, has reasonable and substantial objection to any person or organizations on such list, and refuses in writing to
accept such person or organization, the Bidder may at his option withdraw his Proposal without forfeiture of Proposal security, notwithstanding anything to the contrary contained in paragraphs above. If the Bidder submits an acceptable substitute with an increase in his Proposal price to cover the difference in cost occasioned by such substitution, the owner may, at his discretion, accept the increased Proposal price, or he may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by Navarro College, Corsicana, Texas must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of Navarro College, Corsicana, Texas.

Liquidated Damages:

A. Should the Project not be completed on, or before the completion date specified in the project specifications, the Owner reserves the right to impose a penalty for Liquidated Damages in the amount of $1,000.00 per day upon the Contractor and his forces.

Guarantees:

A. Besides guarantees required elsewhere, the contractor shall guarantee the work in general for one year and shall be held responsible for and must make good any defects arising or discovered in any part of his work within one year period noted on the form, and in certain other parts as required by the specifications for a long period. Where detailed specifications call for guarantees as above specified, they shall cover the special features called for.

B. In addition to guarantees called for elsewhere in these specifications, the subcontractor shall guarantee all of his work for a period of one year after the date of full completion against defective material or faulty workmanship that may arise within that period.

C. All guarantees must be submitted to Navarro College, Corsicana, Texas before the final payment request will be approved.

D. All guarantees must be submitted to Navarro College, Corsicana, Texas in the following form as prerequisite to acceptance for payment.
Guarantee for ________________________________________________________________

We hereby guarantee the __________________________________________________________

Which we have installed __________________________________________________________

At ______________________________________________________________________________

For __________ (________) years from the date of full completion and acceptance by Navarro
College, Corsicana, Texas

We agree to repair or replace to the satisfaction of Navarro College, Corsicana, Texas, and at no
expense to Navarro College, Corsicana, Texas, any or all work that may prove defective in
workmanship or materials, or is not meeting the specification requirements within that period
(ordinary wear and tear and unusual abuse or neglect excepted) together with any other work
which may be damaged or displaced in so doing.

In the event of our failure to comply with the above-mentioned conditions within a reasonable
time after being notified in writing, we, collectively and separately, do hereby authorize Navarro
College, Corsicana, Texas to proceed to have the defects repaired and made good at our expense,
and will pay the costs and charges therefore immediately upon demand.

__________________________________________
Signature of contractor

__________________________________________
Date