

Public Notice

Mills County is accepting bids for the repair of a concrete low water crossing. All bids should be sealed, marked on the outside "**BID ENCLOSED-CONCRETE ON LOW WATERCROSSING-COUNTY ROAD 433**" and addressed to:

Jason Williams
Mills County Commissioner
1011 4TH Street
Goldthwaite, Texas 76844

Bids will be accepted in the office of the County Judge until 4:00 P.M., Friday, January 10th, 2025. The bids will be opened and read after Commissioner Court in the Mills County Judges Office on Monday, January 13, 2025. **Bids awarded shall be for FY 2025.** All accepted bids shall be considered a legal binding contract.

Interested parties may pick up a bid packet at the Mills County Judges Office or download from the Mills County website <https://www.co.mills.tx.us/>



INVITATION TO BID

HC-2025-04-433

ITEM: Repair Concrete Low Water Crossing (County Road 433 at Hog Creek in Precinct 4
Jason T Williams, Commissioner
(325)451-0022

SIZE: 60 Feet x 20 Feet x 6 inches Thick
With curb repair.

Date of Opening: December 16th, 2024

Location: Mills County, County
Courthouse 1011 4th Street,
Judges Office, 1st Floor,
Goldthwaite, Texas 76844

Date of Award: January 13, 2025

Location: Mills County, County
Courthouse 1011 4th Street,
1st Floor, Goldthwaite, Texas
76844

Period of Contract: January 2025 to September 30, 2025

GENERAL CONDITIONS/INSTRUCTIONS

1. Bids are solicited for furnishing the materials set forth in this invitation to bid. **Deadline:** Completed bid proposals must be received in the **Mills County Judge's Office, 1011 4th Street, Suite 107, Goldthwaite, Texas 76844 by Friday, January 10th, 2025, at 4:00 P.M. All bids must be in a sealed envelope clearly marked, SEALED BID-CONCRETE LOW WATER CROSSING.**
2. Bids received in the Mills County Judge's Office after the submission deadline shall be unopened and will be considered void and unacceptable. Mills County is not responsible for delayed mail, carriers, etc. and the time/date stamp clock used upon receipt of any bid in the county clerk's office shall be the official time of receipt. **No fax bids or emails will be accepted.**
3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by a bidder guaranteeing authenticity. After the official opening, bids may not be amended, altered or withdrawn without the recommendation and approval of the Mills County Commissioners' Court.
4. The County reserves the right to accept or reject in part or in whole any bids submitted and to waive any technicalities related to the bidding process for the benefit of the County, granted that such waiver is allowed under federal and state law.
5. Invoices shall be sent directly to the Mills County Treasurer, 1011 4th Street, P.O. Box 34, Goldthwaite, Texas 76844. Payment will be processed after confirmation that all materials have been received satisfactorily and no unauthorized materials have been received.
6. Mills County terms of invoice are net thirty (30) days from statement date.
7. The County may extend the contract associated with an accepted bid provided that all terms and conditions of the contract remain unchanged and in full force and effect. Exceptions to this section shall be made for

extensions of the contract period and adjustment of any price cited in the contract. The county's option to renew shall be in writing and shall be signed by both parties prior to the expiration of this contract. The normal extension period shall be in one (1) year increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed the maximum combined period of original contract period plus two (2) years.

8. If this bid is accepted and approved by the Commissioners' Court, then this bid shall be incorporated into a contract. No oral agreements either expressed or implied shall be valid. No different or additional terms will become part of this contract unless agreed upon by both parties.
9. By accepting this invitation to bid and bidding on the item(s) set forth above you are accepting any and all of the general conditions set forth above and any additional specifications and conditions contained with the contract attached.



CONTRACT-HC-2025-04-433

**STATE OF TEXAS
COUNTY OF MILLS**

WHEREAS, The attached "Bid Package" which includes the Invitation to Bid, General Conditions/Instructions, Specifications, Proposal and Bid Sheet(s) for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.0221; and

WHEREAS, the Mills County Commissioner's Court as the governing body of Mills County did on _____, 2025 award a contract to

(Contractor/Bidder) for furnishing the materials equipment, supplies and/or services in quantities and at prices as set forth in the above-attached Bid Package; and

THEREFORE, knowing all men by these present, that this contract is entered into by Mills County, Texas (hereinafter called "County") and the undersigned Contractor (hereinafter called (called "Contractor" or "Bidder")).

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Contractor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate purchase orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

PRIOR AGREEMENTS SUPERSEDED

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein. This contract along with the Bid Package shall be considered a "Contract associated with an accepted bid" as referenced in the Bid Package.

AMENDMENT

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract and duly executed by an authorized representative of each party.

IN TESTIMONY WHEREOF: Witness our hands at Mills County, Texas, effective as of the date awarded above, if any.

CONTRACTOR

MILLS COUNTY

By _____
AUTHORIZED AGENT

By _____
COUNTY JUDGE

ATTEST:

MILLS COUNTY CLERK

Note:

Failure to sign the contract pages(s) may disqualify the bid from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court and signed by both parties.



MILLS COUNTY

BID SHEET AND SPECIFICATIONS

HC-2025-04-433

**ITEM: CONCRETE LOW WATER CROSSING (COUNTY ROAD
433) PRECINCT FOUR**

Jason T Williams

County Commissioner-Pct. 4

(325)451-0022

SCOPE: Repair Concrete Low Water Crossing-County Road 433- Pct. 4

BID SHEET AND SPECIFICATIONS

Submitted by:

Company Name: _____

Signature: _____ **Title:** _____

Print Name: _____ **Date:** _____

Address: _____

Phone Number: _____

Email: _____

This agreement is nonexclusive and in no way restricts the County's ability to competitively bid for the same or similar materials and services or the County's sole discretion to contract for such materials and services with other contractors.

SPECIFICATIONS: COUNTY ROAD 433, at Hog Creek-PCT.4

Bid for concrete low water crossing. Construct a slab with approximately 60 Feet x 20 Feet x 6 inches of concrete. This is to be reinforced with #4 rebar on 16-inch center to center and doweled into existing ends and doweled into a 12-inch x 3 foot or to rock footing to be dug inside existing rock wall on each side: also, be reinforced # 4 rebar on 12-inch center to center or into existing curbing.
