

SECTION 00 41 00.02

PROPOSAL FORM

To: The San Jacinto River Authority  
1577 Dam Site Road  
G & A Building, 3<sup>rd</sup> Floor Receptionist  
Conroe, Texas 77304

Project: Emergency Repair Service Center  
CSP No.: 20-0020  
Project No.: SJRA Project No. WDPR0110.1001.2N001  
Offeror: \_\_\_\_\_

(Print or type full name of proprietorship, partnership, corporation, or joint venture)

1.0 OFFER

- A. Total Proposal Price:** The undersigned Offeror proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work as specified or indicated in Contract Documents for the Contract Amount indicated in this Proposal or as modified by a Change Order or Change Directive.
- B. Proposal Security:** Included with the Proposal is a Proposal Security in the amount of 5 percent of the Total Proposal Price subject to terms described in Specification Section 00 21 13.02 – Instructions to Offerors.
- C. Period for Proposal Acceptance:** Offeror accepts all of the terms and conditions of the Request for Proposals and Instructions to Offerors, including without limitation those dealing with the disposition of required Bonds. This offer shall remain open to acceptance and is irrevocable for 90 days after Proposal Date (opening). That period may be extended by mutual written agreement of the SJRA and Offeror.
- D. Liquidated Damages:** Offeror accepts the provisions of the Agreement as to liquidated damages in the event of its failure to complete Work in accordance with the schedule set forth in the Agreement.
- E. Addenda:** Offeror hereby acknowledges it has received, examined and carefully studied all Addenda and all Addenda have been considered and all related costs are included in the Total Proposal Price. Offeror hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date	Signature Acknowledging Receipt

**F. Proposal Supplements:** The following documents shall be provided with the proposal:

- Offeror’s Statement of Qualifications (SOQ).
- Completed Certification of Proposal
- Completed Felony Conviction Notice Form
- Form of Business 00 45 20
- Proposal Security (Offeror’s Bond 00 43 13)
- Resolution of Contractor 00 45 43
- One (1) flash drive with a Completed Proposal with Original signatures, Statement of Qualifications (SOQ) and a full set of Financials.
- Others as listed: \_\_\_\_\_

**G. Conflict of Interest Forms:**

Conflict of Interest Forms (Form CIQ) shall be submitted under separate cover and not be included in the sealed proposal.

**2.0 CONTRACT TIME**

A. If Proposal is accepted, Contractor shall achieve Substantial Completion of the Work within 120 calendar days after the date when the Contract Time Requirements commence to run as provided in Article 2.3 of the General Conditions, and Contractor shall achieve Final Completion within 15 calendar days after the date required for Substantial Completion of the Work, subject to adjustments of Contract Time Requirements as provided in the Contract.

**3.0 OFFEROR REPRESENTATIONS**

- A. Offeror is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work.
- B. Offeror has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.
- C. Offeror has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site and (2) Hazardous Conditions identified in reports and drawings provided to Offeror or available for Offeror review. Offeror

understands that neither Owner nor Principal Architect/Engineer is responsible for the accuracy of these documents and they are not part of the Contract Documents.

- D. Offeror has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions including surface, subsurface and Underground Improvements at or contiguous to the Site which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Offeror, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents to be employed by Offeror, and safety precautions and programs incident thereto.
- E. Offeror does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Proposal for performance of the Work at the Contract Amount proposed, within the Contract Time Requirements proposed and in accordance with the terms and conditions of the Contract Documents. Offeror shall make no claims against the Owner and shall bear all risk of losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the Work must be done vary or differ from conditions or information contained in the Contract Documents, or are different from what were estimated or anticipated by it.
- F. Offeror is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Offeror has correlated the information known to Offeror, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Offeror has given Owner or Principal Architect/Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Offeror has discovered in the Contract Documents, and the written resolution thereof by Principal Architect/Engineer are acceptable to Offeror.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- J. Laws to be Observed: In the performance of the Contract, the Contractor must comply with all applicable federal, state, and local laws, ordinances and

regulations, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor will make himself familiar with and shall at all times observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall Indemnify and save harmless the Owner, and its representatives against any claim arising from violation of any such law, ordinance or regulation by himself or by his subcontractor or by his employees.

K. Review by Owner:

(a) The Owner and authorized representatives, agents and employees of the Owner shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, books and accounting records, subcontracts, purchase orders, and all other relevant data, documents and records pertaining to this Contract.

L. Offeror will submit written evidence of its authority to do business in the state where the Project is located with its Proposal, form 00 45 20 – Form of Business.

M. Offeror further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Offeror has not directly or indirectly induced or solicited any other Offeror to submit a false or sham Proposal; Offeror has not solicited or induced any individual or entity to refrain from submitting a Proposal; and Offeror has not sought by collusion to obtain for itself any advantage over any other Offeror or over Owner.

**4.0 DEFINED TERMS:**

A. Terms defined in this Proposal, if any, shall be for the purposes of this Proposal. Terms with initial capital letters not defined herein shall have the meaning assigned to them in the other Bid Documents or Contract Documents.

**5.0 TOTAL PROPOSAL PRICE HAS BEEN CALCULATED BY OFFEROR, USING THE FOLLOWING COMPONENT PRICES AND PROCESS (PRINT OR TYPE NUMERICAL AMOUNTS):**

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**SAN JACINTO RIVER AUTHORITY  
 Emergency Repair Service Center  
 PROPOSAL FORM**

**A. BASE ITEMS**

Item No.	Spec. Reference	Description	Qty.	Unit	Unit Price (this column controls)	Proposal Price
1	01 11 13 Division 2-32 and Drawings	Provide and install Pre-Engineered (include Design Sealed/Signed by Licensed Texas Professional Engineer) as shown on Drawings and noted in Specifications. Include all site preparation, systems, electrical work (designed and signed/sealed by Licensed Texas Professional Engineer) and connections to proposed foundation (Item 2), complete in place.	1	LS	\$ _____	\$ _____
2	01 11 13 Division 03 and Drawings	Provide and install proposed concrete foundation for building (design and signed/sealed by Licensed Texas Professional Engineer), including all site preparation, base material, and reinforced concrete, complete in place.	1	LS	\$ _____	\$ _____
3	01 11 13 Division 03 and Drawings	Provide and install proposed concrete drainage swale, inlet and storm sewer pipe as shown on Drawings, complete in place.	1	LS	\$ _____	\$ _____
4	01 11 13 Division 03, 27, 31, and Electrical, and Drawings	Provide and install all site electrical and communication (SCADA) pullboxes, conduit, wire and fiber optic cable as noted in the Drawings, complete in place.	1	LS	\$ _____	\$ _____

5	01 11 13 Division 32 and Drawings	Provide and install 6-inch base course parking area, including all site subgrade preparation and installation of base, as noted on Drawings and per specifications, complete in place.	850	SY	\$ _____	\$ _____
6	01 11 13 Drawings	Removable Pipe Bollards, complete in place	10	EA	\$ _____	\$ _____
7	01 11 13 Drawings	Pole mounted Light Fixture (includes conduit/wiring), complete in place	1	EA	\$ _____	\$ _____
8	01 11 13 Drawings	Relocate existing Awning in WWTF No. 1 to site next to proposed Building, as shown on Drawings, complete in place.	1	EA	\$ _____	\$ _____
<b><u>A. Total Base Items:</u></b>					\$ _____	

<b>B. EXTRA UNIT PRICE ITEMS</b>						
Item No.	Spec. Reference	Description	Qty.	Unit	Unit Price (this column controls)	Proposal Price
1	31 11 00.01	Extra 6" Base Course. Complete in Place	20	SY	\$ _____ \$ <u>50.00<sup>1</sup></u>	\$ _____
2	31 21 33.01	Extra Hand Excavation	10	CY	\$ _____ \$ <u>50.00<sup>1</sup></u>	\$ _____
3	31 21 33.01	Extra Machine Excavation	20	CY	\$ _____ \$ <u>100.00<sup>1</sup></u>	\$ _____
4	31 21 33.01	Extra Placement of Backfill	30	CY	\$ _____ \$ <u>50.00<sup>1</sup></u>	\$ _____
<b><u>B. Total Extra Unit Price Items:</u></b>					\$ _____	

Table B Footnotes:

(1) Minimum Unit Price determined prior to Proposal. Can be increased by the Offeror by crossing out the Minimum and noting revised Unit Price on the line above.

<b>C. CASH ALLOWANCES</b>			
Item No.	Spec. Reference	Description	Cash Allowance <sup>1</sup>
1	N/A	N/A	\$ _____
<b><u>C. Total Cash Allowances:</u></b>			\$ <u>N/A</u> _____

Table C Footnotes:

(1) Fixed price determined prior to Proposal. Cannot be adjusted by Offeror.

<b>D. ALTERNATE ITEMS</b>						
Item No.	Spec. Reference	Description	Qty.	Unit	Unit Price (this column controls)	Proposal Price
1	01 11 13 08 33 23	Motorize 14' x 14' Roll-Up Overhead Doors, including additional conduit, wiring and terminations, and any additional work for complete operation. Complete in Place – Adder to Base Item No. 1	2	EA	\$ _____	\$ _____
2	01 11 13 32 12 16 Drawings	3-inch Type D Asphalt Surface Course over 6-inch Recycled Crushed Concrete Base Course (Base Item 3). Includes additional Complete in Place. Adder to Base Item No. 3.	850	SY	\$ _____	\$ _____
3	01 11 13 03 09 00 32 13 13 Drawings	Reinforced Concrete Pavement (6-inch minimum with 6-inch base (Base Item 3), Contractor to Propose Design). Include any necessary over-excavation. Complete in Place. Adder to Base Item No. 3.	850	SY	\$ _____	\$ _____
4	01 11 13 32 11 00.01 Drawings	Recycled Crushed Concrete Base (6-inch thick) Driveway from Parking Area to Plant Driveway as shown on Drawings, complete in place.	280	SY	\$ _____	\$ _____
5	01 11 13 32 11 00.01 32 12 16 Drawings	3-inch Type D Asphalt over 6-inch thick Recycled Crushed Concrete Base Driveway from Parking Area to Plant Driveway as shown on Drawings, complete in place.	280	SY	\$ _____	\$ _____

6	01 11 13 03 09 00 32 13 13 Drawings	Reinforced Concrete Pavement (6-inch minimum with 6-inch base, Contractor to Propose Design) Driveway from Parking Area to Plant Driveway as shown on Drawings, complete in place. Include any necessary over-excavation. Complete in Place.	280	SY	\$ _____	\$ _____
7	01 11 13 32 11 00.01 Drawings	Recycled Crushed Concrete Base (6-inch thick) Driveway from Parking Area to Driveway near Admin Building, as shown on Drawings, complete in place.	30	SY	\$ _____	\$ _____
8	01 11 13 32 11 00.01 32 12 16 Drawings	3-inch Type D Asphalt over 6-inch thick Recycled Crushed Concrete Base Driveway from Parking Area to Driveway near Admin Building, as shown on Drawings, complete in place.	30	SY	\$ _____	\$ _____
9	01 11 13 03 09 00 32 13 13 Drawings	Reinforced Concrete Pavement (6-inch minimum with 6-inch base, Contractor to Propose Design) Driveway from Parking Area to Driveway near Admin Building as shown on Drawings, complete in place. Include any necessary over-excavation. Complete in Place.	30	SY	\$ _____	\$ _____
10	08 33 23	Motorize 12' x 10 Overhead Door, including additional conduit, wiring and terminations, and any additional work for complete operation. Complete in Place – Adder to Base Item No. 1	1	EA	\$ _____	\$ _____

11	01 11 13 Drawings	Provided and install new 75' x 15' awning, 12' tall on high side, with drop panels on long shorter side and two 15' sides to 6' level, complete in place. This is an Alternate Item to Base Item 8.	1	EA	\$ _____	\$ _____
<b><u>D. Total Alternate Items:</u></b>					\$ _____	

Note: Alternate Items shall not be included in Total Proposal Price.

<b>E. TOTAL PROPOSAL PRICE:          (Add Totals for Items A, B, and C</b>	<b>\$ _____</b>
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**6.0 SIGNATURES:** By signing this Document, I agree that I have received and reviewed all Bid Documents, Contract Documents and Addenda and considered all costs associated with the Bid Documents, Contract Documents and Addenda in calculating the Total Proposal Price.

Offeror: \_\_\_\_\_  
(Print or type full name of your proprietorship, partnership, corporation, or joint venture.\*)

\*\* By: \_\_\_\_\_  
Signature Date

Name: \_\_\_\_\_  
(Print or type name) Title

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_  
(Mailing)  
\_\_\_\_\_  
(Street, if different)

Telephone and Fax Number: \_\_\_\_\_  
(Print or type numbers)

\* If Proposal is a joint venture, add additional Proposal Form signature sheets for each member of the joint venture.

\*\* Offeror certifies that the only person or parties interested in this offer as principals are those named above. Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive Proposing.

Note: This document constitutes a Governmental record, as defined by § 37.01 of the Texas Penal Code. Submission of a false Governmental record is a criminal offense as provided in § 37.10 of the Texas Penal Code.

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**7.0 CERTIFICATION OF PROPOSAL**

The undersigned affirms that they are duly authorized to execute this Proposal, that this Proposal has not been prepared in collusion with any other Offeror, and that the contents of this Proposal have not been communicated to any other Offeror prior to the official opening of this Proposal. Additionally, the undersigned affirms that the Offeror is willing to sign the attached SJRA Agreement (if applicable).

Signed By: \_\_\_\_\_ Title: \_\_\_\_\_

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

Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Email: \_\_\_\_\_

Proposal Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Order Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Remit to Address: \_\_\_\_\_  
P.O. Box or Street                      City                      State                      Zip

Federal Tax ID No.: \_\_\_\_\_

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

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