

BID PROPOSAL

PROPOSAL OF _____,
 a Corporation organized and existing under the laws of the State of _____,
 a Partnership consisting of _____,
 an Individual doing business as _____.

Enclosed with this bid is the (1) Bid Bond, in accordance with the Instructions to Bidders. It is understood that all proposals submitted without proper bid bonds, and proper acknowledgement of all addenda herein will be rejected.

TO THE SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified, and perform the work required for the construction of the San Antonio Water System Job Number 06-4003 Project in accordance with the Plans and Specifications for the following prices to wit:

BASE BID:

Item No.	Description & Estimate Quantities * (Unit Price to be Written in Words)	Unit Price * (Figures)	Total Price (Figures)
205.2	316 – S.Y. – Hot Mix Asphalt Pavement Type B (2-1/2” compacted depth), per square yards _____ Dollars		
	and _____ Cents	\$ _____	\$ _____
205.2	930 – S.Y. – Hot Mix Asphalt Pavement Type D (1-1/2” compacted depth), per square yards _____ Dollars		
	and _____ Cents	\$ _____	\$ _____
206.1	316 – S.Y. – Asphalt Treated Base (10” compacted depth), per square yards _____ Dollars		
	and _____ Cents	\$ _____	\$ _____
206.1	614 – S.Y. – Asphalt Treated Base (6” compacted depth), per square yards _____ Dollars		
	and _____ Cents	\$ _____	\$ _____

Item No.	Description & Estimate Quantities * (Unit Price to be Written in Words)	Unit Price * (Figures)	Total Price (Figures)
413	123 – C.Y. – Flowable Fill, per cubic yards _____ Dollars and _____ Cents	\$ _____	\$ _____
501	589 – L.F. – Machine Laid Curb, per linear foot _____ Dollars and _____ Cents	\$ _____	\$ _____
502.1	527 – S.Y. – Concrete Sidewalk, per square yards _____ Dollars and _____ Cents	\$ _____	\$ _____
502.2	6 – S.Y. – Concrete Driveway, per square yards _____ Dollars and _____ Cents	\$ _____	\$ _____
503.1	248 – S.Y. – Asphaltic Concrete Driveway, per square yards _____ Dollars and _____ Cents	\$ _____	\$ _____
507.2	100 – L.F. – Chain Link Wire Fence, per linear foot _____ Dollars and _____ Cents	\$ _____	\$ _____
516.2	2,553 – S.Y. –St. Augustine Sodding, per square yards _____ Dollars and _____ Cents	\$ _____	\$ _____
530	1 – L.S. – Barricades, Signs, and Traffic Handling, per lump sum _____ Dollars and _____ Cents	<u>XXXXXXXXXXXX</u>	\$ _____

Item No.	Description & Estimate Quantities * (Unit Price to be Written in Words)	Unit Price * (Figures)	Total Price (Figures)
550	8,951 - L.F. – Trench Excavation Safety Protection, per linear foot		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____
553	1 – L.S. – Storm Water Pollution Prevention Plan (SW3P), per lump sum		
	_____ Dollars		
	and _____ Cents	<u>XXXXXXXXXXXXXX</u>	\$ _____
801.2	1,589 – L.F. – Level 2A Protective Fencing, per linear foot		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____
802.2	1 – L.S. – Level II Pruning, per lump sum		
	_____ Dollars		
	and _____ Cents	<u>XXXXXXXXXXXXXX</u>	\$ _____
806	351 – C.Y. – Topsoil, per cubic yard		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____
812	70 - L.F. – 6” Water Main (PVC), per linear foot		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____
812	195 - L.F. – 8” Water Main (PVC), per linear foot		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____
812	8,091 - L.F. – 12” Water Main (PVC), per linear foot		
	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____

812	225 - L.F. – 12” Water Main (Ductile Iron Pipe), per linear foot	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
812	540 - L.F. – 16” Water Main (PVC), per linear foot	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
824	1 - EA. – Short Service Relay, per each	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
824	2 - EA. – Service Reconnect, per each	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
828	7 - EA. - 6” Gate Valves, per each	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
828	17 - EA. - 8” Gate Valves, per each	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
828	4 - EA. - 10” Gate Valves, per each	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
828	21 - EA. - 12” Gate Valves, per each	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
828	3 - EA. - 16” Gate Valves, per each	_____ Dollars	\$ _____	\$ _____
	and _____ Cents			
834	16 - EA. – Fire Hydrant, per each	_____ Dollars		

	and _____	Cents	\$ _____	\$ _____
840	4 - EA. – 6” Water Tie-Ins, per each			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____
840	10 - EA. – 8” Water Tie-Ins, per each			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____
840	2 - EA. – 10” Water Tie-Ins, per each			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____
840	5 - EA. – 12” Water Tie-Ins, per each			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____
840	1 - EA. – 14” Water Tie-Ins, per each			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____
840	2 - EA. – 16” Water Tie-Ins, per each			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____
841	8 - EA. – Hydrostatic Testing, per each			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____
844	10 - EA. – 2” Blow Off, Temporary, per each			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____
856	249 - L.F. – Jacking, Boring, or Tunneling 24” Line, per linear foot			
	_____	Dollars		
	and _____	Cents	\$ _____	\$ _____

856	40 - L.F. – Jacking, Boring, or Tunneling 30” Line, per linear foot	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____	
856	249 - L.F. – 12” Carrier Pipe for Jacking, Boring, Tunneling, per linear foot	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____	
856	40 - L.F. – 16” Carrier Pipe for Jacking, Boring, Tunneling, per linear foot	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____	
856	409 - L.F. – Casing or Liner 24”, per linear foot	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____	
856	40 - L.F. – Casing or Liner 30”, per linear foot	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____	
SS1	2 – E.A. – Pressure Reducing Valve in Vault (Complete), per each	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____	
SS2	4 – E.A. – Sidewalk Drain, per each	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____	
SS3	29 – C.Y. - Concrete Taxiway, per cubic yard	_____ Dollars		
	and _____ Cents	\$ _____	\$ _____	

SS5 1 – L.S. - Soil Management (complete), per lump
sum

_____ Dollars

and _____ Cents XXXXXXXXXXXX \$ _____

SS6 1,752 – S.Y. – Asphalt and Concrete Pavement and
Sidewalk Removal, per square yard

_____ Dollars

and _____ Cents \$ _____ \$ _____

SS6 589 – L.F. –Concrete Curb Removal, per linear foot

_____ Dollars

and _____ Cents \$ _____ \$ _____

TOTAL BASE BID

\$ _____

Item No.	Description & Estimate Quantities * (Unit Price to be Written in Words)	Unit Price * (Figures)	Total Price (Figures)
100	1 - L.S. – Mobilization, per lump sum _____ Dollars and _____ Cents	 <u>XXXXXXXXXXXX</u>	 \$ _____
101	1 - L.S. – Preparing Right of Way, per lump sum _____ Dollars and _____ Cents	 <u>XXXXXXXXXXXX</u>	 \$ _____

Mobilization lump sum bid shall be limited to a maximum 10% of the total base bid amount. Preparing Right-of-Way lump sum bid shall be limited to a maximum of 5% of the total base bid amount. The combined total bids for Item 100, Mobilization and Item 101, Preparing Right-of-Way shall not exceed fourteen percent (15%) of the total base bid amount. A base bid shall be defined as all bid items excluding Item 100, Mobilization and Item 101, Preparing Right-of-Way. A bid containing a combined total for the above mentioned pay items in excess of fifteen percent (15%) shall be considered unbalanced and may be rejected.

**TOTAL BID OF KELLY USA BASE BID,
 MOBILIZATION, AND PREPARING
 RIGHT OF WAY** \$ _____

The contractor herein acknowledges Addendum Nos. _____

Owner reserves the right to accept the overall most responsible bid. The bidder offers to construct the project in accordance with the contract documents for the contract price and to complete the project within 180 calendar days after the start date as set forth in the Authorization to Proceed. The Bidder understands and accepts the provisions of the contract documents relating to liquidated damages if the project is not completed on time.

BIDDERS SIGNATURE & TITLE

FIRMS NAME (TYPE OR PRINT)

FIRM'S ADDRESS

PROPOSAL

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check on a State or National Bank payable to the Order of the San Antonio Water System for _____ dollars (\$ _____), which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted and the bidder fails to execute and file a contract within 10 calendar days after the award of the Contract, in which case the check shall become the property of said San Antonio Water System, and shall be considered as payment for damages due to delay and other inconveniences suffered by said San Antonio Water System due to the failure of the bidder to execute the contract. The San Antonio Water System reserves the right to reject any and all bids.

It is anticipated that the Owner will act on this proposal within 60 calendar days after the bid opening. Upon acceptance and award of the contract to the undersigned by the Owner, the undersigned shall execute standard San Antonio Water System Contract Documents and make Performance and Payment Bonds for the full amount of the contract within 10 calendar days after the award of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is anticipated that the Owner will provide written Authorization to Proceed within 30 days after the award of the Contract.

The Contractor hereby agrees to commence work under this Contract within seven (7) calendar days after issuance by the SAWS of the written Authorization to Proceed. Under no circumstances shall the work commence prior to Contractor's receipt of SAWS issued, written Authorization to Proceed. Work shall be completed full within consecutive calendar days.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder will affirmatively cooperate in the implementation of these policies and practices.

Signed:

Company Representative

Company Name

Address

Please return bidder's check to:

Company Name

Address

CONFLICT OF INTEREST QUESTIONNAIRE NOTE:

“Effective January 1, 2006, Chapter 176 of the Texas local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with SAWS shall file a completed conflict of interest questionnaire with the SAWS Director of Contracting no later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with SAWS; or (2) submits to SAWS an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with SAWS. The Conflict of Business questionnaire is attached on the following page and is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed Conflict of Interest questionnaires should be included with your bid or may be delivered by hand, within 7 business days of the bid opening, to the Director of Contracting. If mailing a completed Conflict of Interest questionnaire, mail to: David R. Gonzales, CPM, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. If delivering a completed Conflict of Interest questionnaire, deliver to Contracting Department, Tower 2, 1st Floor, Room 171, 2800 U.S. Hwy 281 North, San Antonio, TX 78212. Please consult your own legal advisor if you have questions regarding the statute or form.”

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. **Name of person doing business with local governmental entity.**

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

Page 2

5. Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. Describe any other affiliation or business relationship that might cause a conflict of interest.

7.

Signature of person doing business with the governmental entity

Date