

UNIT PRICE BID FORM

To: The Honorable Mayor and City Council of the City of Friendswood
City Hall
910 South Friendswood Drive
Friendswood, Texas 77546

Project: 2020 Lift Station Mitigation Package 4 – Lift Station 4 Construction
Services

Project No.: LS004 MIT

Bid No.: 2026-04

Bidder: _____
(Print or type full name of proprietorship, partnership, corporation, or joint venture.)

PART I: OFFER

- 1.1 Total Bid Price: Having examined the Project location and all matters referred to in the Bid Documents for the Project, we, the undersigned, offer to enter into a Contract to perform the Work for the Total Bid Price shown on the signature page of this Document.
- 1.2 Security Deposit: Included with the Bid is a Security Deposit in the amount of five percent (5%) of the Total Bid Price.
- 1.3 Period for Bid Acceptance: This offer is open to acceptance and is irrevocable for ninety (90) days from the Bid Date. That period may be extended by mutual written agreement of the City and the Bidder.
- 1.4 Addenda: All Addenda have been received. Modifications to the Bid Documents have been considered and all related costs are included in the Total Bid Price.
- 1.5 This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

PART II: CONTRACT TIME

- 2.1 If offer is accepted, the Contractor shall achieve the Date of Substantial Completion within THREE HUNDRED AND SIXTY-FIVE (365) calendar days after the date of commencement of the Work as stipulated in the Notice To Proceed, subject to adjustments of Contract Time as provided in the Contract.
- 2.2 It is also understood and agreed that the Work shall be completed in full within

THREE HUNDRED AND NINETY-FIVE (395) calendar days after the date of commencement of the Work as stipulated in the Notice To Proceed, subject to adjustments of Contract Time as provided in the Contract.

PART III: CONTRACT PRICE

- 3.1 Total Bid Price has been Calculated by the Bidder, using the following component prices and process (Print or Type numerical amounts).
- 3.2 The Total Base Bid Price for the Bid shall be the determining factor for Contract of the successful low Bidder.

PART IV: ACKNOWLEDGEMENT

- 4.1 The undersigned, as the Bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the Invitation to Bidders, Instructions to Bidders, this Bid Form, the Agreement, the General Conditions, the Supplementary Conditions, the Technical Specifications, the Special Provisions, and the Drawings therein referred to and has carefully examined the locations, conditions, and classes of materials of the proposed work; and agrees that he shall provide all necessary labor, machinery, tools, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract and the Technical Specifications in the manner prescribed herein and according to the requirements of the City's Engineer as therein set forth.
- 4.2 It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids. It is further understood that all items of work for which there are no specific pay items are included in the bid items shown on this Bid Form and are considered incidental to the Work.
- 4.3 It is further understood that the quantities of work to be done at the unit prices and materials to be furnished may be considered necessary, in the opinion of the City's Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth below except as provided for in the specifications.
- 4.4 It is further agreed that the lump sum prices may be increased to cover additional work ordered by the City's Engineer or the City, but not shown on the Drawings or required by the Technical Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to

- cover the deletion of work so ordered.
- 4.5 If bidder whose bid is accepted by the City fails to execute the Agreement and/or fails to execute a Performance Bond and a Payment Bond within ten (10) days of Notice to Award, the bid security shall become the property of the City, and shall be considered as payment for damages due to delay, and other inconveniences suffered by the City on account of such failure of the Bidder. Further, should the City bring suit in court to enforce any terms of this bid, it is agreed that the Bidder or his surety shall pay to the City the cost and reasonable attorney's fees.
- 4.6 In the event of the award of a contract to the undersigned, the undersigned shall furnish a Performance Bond for the full amount 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 shall furnish a Payment Bond in the same amount to guarantee payment of all lawful claims for labor performed and materials furnished in fulfillment of the Contract.
- 4.7 The work proposed to be done shall be accepted when fully complete and finished in accordance with the Drawings and Technical Specifications to the satisfaction of the City. The undersigned certified that the bid prices contained in this bid form have been carefully checked and submitted as correct and final.
- 4.8 Unit and lump sum prices shall be shown in words and figures for each item listed in this proposal, and in the event of discrepancy, the words shall control. Should bid prices on any item be omitted, the right to apply the lowest prices submitted by any other bidders for the omitted items in payment for work done under this proposal.
- 4.9 Bidder understands that the City reserves the right to reject any and all bids and to waive any informalities in the bidding. In addition, the City reserves the right to award the Contract on the basis of the Total Base Bid.
- 4.10 Bids shall be good for ninety (90) days from the date of the bid opening.

PART V: UNIT PRICE BID FORMS

- 5.1 The following forms shall constitute the Bid Forms.

UNIT PRICE BID FORM

| Item No. | <u>Description of Item w/Unit Bid Price Written in Words</u> | <u>Qty.</u> | <u>Unit</u> | <u>Unit Bid Price</u> | <u>Extended Amount</u> |
|-----------------|---|--------------------|--------------------|------------------------------|-------------------------------|
| 1 | | | | | |
| @ | _____ | | | | |
| 2 | | | | | |
| @ | _____ | | | | |
| 3 | | | | | |
| @ | _____ | | | | |
| 4 | | | | | |
| @ | _____ | | | | |
| 5 | | | | | |
| @ | _____ | | | | |

UNIT PRICE BID FORM

| Item No. | <u>Description of Item w/Unit Bid Price Written in Words</u> | <u>Qty.</u> | <u>Unit</u> | <u>Unit Bid Price</u> | <u>Extended Amount</u> |
|-----------------|---|--------------------|--------------------|------------------------------|-------------------------------|
| 6 | | | | | |
| @ | _____ | | | | |
| 7 | | | | | |
| @ | _____ | | | | |
| 8 | | | | | |
| @ | _____ | | | | |
| 9 | | | | | |
| @ | _____ | | | | |
| 10 | | | | | |
| @ | _____ | | | | |

UNIT PRICE BID FORM

| Item No. | <u>Description of Item w/Unit Bid Price Written in Words</u> | <u>Qty.</u> | <u>Unit</u> | <u>Unit Bid Price</u> | <u>Extended Amount</u> |
|-----------------|---|--------------------|--------------------|------------------------------|-------------------------------|
| 11 | | | | | |
| @ | _____ | | | | |
| 12 | | | | | |
| @ | _____ | | | | |
| 13 | | | | | |
| @ | _____ | | | | |
| 14 | | | | | |
| @ | _____ | | | | |
| 15 | | | | | |
| @ | _____ | | | | |

UNIT PRICE BID FORM

| Item No. | <u>Description of Item w/Unit Bid Price Written in Words</u> | <u>Qty.</u> | <u>Unit</u> | <u>Unit Bid Price</u> | <u>Extended Amount</u> |
|-----------------|---|--------------------|--------------------|------------------------------|-------------------------------|
| 16 | | | | | |
| @ | _____ | | | | |
| 17 | | | | | |
| @ | _____ | | | | |
| 18 | | | | | |
| @ | _____ | | | | |
| 19 | | | | | |
| @ | _____ | | | | |
| 20 | | | | | |
| @ | _____ | | | | |

UNIT PRICE BID FORM

| Item No. | <u>Description of Item w/Unit Bid Price Written in Words</u> | <u>Qty.</u> | <u>Unit</u> | <u>Unit Bid Price</u> | <u>Extended Amount</u> |
|-----------------|---|--------------------|--------------------|------------------------------|-------------------------------|
| 21 | | | | | |
| @ | _____ | | | | |
| 22 | | | | | |
| @ | _____ | | | | |
| 23 | | | | | |
| @ | _____ | | | | |
| 24 | | | | | |
| @ | _____ | | | | |
| 25 | | | | | |
| @ | _____ | | | | |

UNIT PRICE BID FORM

| Item No. | <u>Description of Item w/Unit Bid Price Written in Words</u> | <u>Qty.</u> | <u>Unit</u> | <u>Unit Bid Price</u> | <u>Extended Amount</u> |
|-----------------|---|--------------------|--------------------|------------------------------|-------------------------------|
| 26 | | | | | |
| @ | _____ | | | | |
| 27 | | | | | |
| @ | _____ | | | | |
| 28 | | | | | |
| @ | _____ | | | | |
| 29 | | | | | |
| @ | _____ | | | | |
| 30 | | | | | |
| @ | _____ | | | | |

5.2 Insert a lump sum figure for each of the alternates listed in TABLE 5.2 – ALTERNATES listed below:

| Alternate Number | Alternate Description | Alternate Lump Sum |
|------------------------------|------------------------------|---------------------------|
| 01210-1 | | \$ |
| 01210-2 | | \$ |
| 01210-3 | | \$ |
| 01210-4 | | \$ |
| 01210-5 | | \$ |
| TOTAL ALTERNATE PRICE | | \$ |

5.3 ADDENDA ACKNOWLEDGEMENT

| ADDENDA NUMBER | ADDENDA DATE | DATE RECEIVED | BIDDERS INITIALED |
|-----------------------|---------------------|----------------------|--------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

5.4 ALLOWANCES

1. Allowance Type

5.5 BID PRICES

- A. TOTAL BASE BID** _____
- B. TOTAL ALTERNATES _____
- C. TOTAL ALLOWANCES _____
- D. TOTAL STIPULATED PRICE _____

PART VI: SIGNATURES

6.1 By signing this Document, I agree that I have received and reviewed all Addenda and considered all costs associated with the Addenda in calculating the Total Bid Price.

Company: _____
(Print Company Name)

Signed: _____
(Authorized Signature)

By: _____
(Print Name)

Title: _____
(Print Title)

ATTEST:

(Seal, if Bidder is a Corporation)

(Mailing Address)

(City, State and Zip Code)

(Delivery Address)

(City, State and Zip Code)

(Telephone Number)

(email Address)

PART VII: AFFADAVIT

All pages in offers' bid proposal containing statements, letters, etc. shall be signed by a duly authorized officer of the company, whose signature is binding on the proposal.

The undersigned offers and agrees to one (1) of the following:

- I hereby certify that I do not have outstanding debt with the City of Friendswood. Further, I agree to pay succeeding debts as they become due during this agreement.
- I hereby certify that I do have outstanding debts with the City of Friendswood and agree to pay said debts prior to execution of this agreement.
- I hereby certify that I do have outstanding debts with the City of Friendswood and agree to enter into an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Name of Offeror: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone: _____

Signature: _____

SWORN AND SUBSCRIBED by me on this _____ day of _____,
A. D. 20____.

Notary Public in and for _____ County, Texas.

Notary Public Signature

Print or Type Notary Public Name

NOTARY SEAL My Commission Expires: _____

END OF DOCUMENT

00145-12