

## SECTION 6

### PROPOSAL

To: The City of Burleson  
141 W. Renfro  
Burleson, TX 76028

For: Bluebird Meadows Drainage Improvements  
Project No. DR2302

#### TO THE CITY OF BURLESON, TEXAS:

The undersigned hereby proposes to furnish the equipment, fuel, labor, materials, power, tools, superintendence, transportation, and to perform the work required for the construction of the **Bluebird Meadows Drainage Improvements Project, OWNER Project No. DR2302**, in the City of Burleson, Texas, for the following prices, which prices it is clearly and definitely understood shall include all construction materials and equipment as set out in the basis of payment in the contractual documents and maintaining same as required by the detailed specifications.

Contractor understands that these quantities are approximate and that the actual price paid by the City of Burleson, hereinafter called "OWNER" to the Contractor will be made based on the actual quantity installed in the field.

## STATEMENT OF MATERIAL AND OTHER CHARGES

MATERIALS INCORPORATED INTO THE PROJECT: \$ \_\_\_\_\_

ALL OTHER CHARGES: \$ \_\_\_\_\_

\*TOTAL: \$ \_\_\_\_\_

This total must agree with the total figure shown in the Item and Quantity Sheets in the bound contract.

**For purpose of complying with the Texas Tax Code, the Contractor agrees that the charges for any material incorporated into the project in excess of the estimated quantity provided for herein will be no less than the invoice price for such material to the Contractor.**

**NOTE: THIS PAGE MAY REMAIN BLANK FOR THE INITIAL SUBMITTAL OF THE BID. THE COPY OF THIS FORM IN THE EXECUTED CONTRACTS IS REQUIRED TO BE FILLED OUT.**

**Successful BIDDER:**

1. The undersigned bidder agrees to begin work within fifteen (15) calendar days after date of written notice to do so and to complete the work within 60 calendar days after the date on which he is required to begin; provided, however, that the OWNER'S construction funds are available.

Enclosed with this Proposal is a Bidder's Bond for FIVE THOUSAND FOUR HUNDRED +  
(\$5,431.00 5%) dollars, which it is agreed shall be collected and retained THIRTY ONE  
by the OWNER as liquidated damages if the OWNER accepts this bid within DOLLARS  
sixty (60) days after the opening of bids, and the undersigned bidder then fails to execute the contract and bonds with the said OWNER within ten (10) days after official notice of such acceptance; otherwise, said Bidder's Bond or Check shall be returned to the undersigned on demand. This sum of money is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The sum of money is fixed and agreed on between the bidder and OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damage to the owner.

2. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of which is hereby acknowledged):

Addendum No. 1 ITB 2025-009 BLUEBIRD MEADOW DRAINAGE

Addendum No. 2 MARCH 11 TOTAL FOR A VIRTUAL BID OPENING

Addendum No. 3 \_\_\_\_\_

3. BIDDER is familiar with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all necessary examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations,



investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such proposes.

5. BIDDER has reviewed and checked all information and data shown, indicated in the Contract Documents with respect to existing underground facilities at, or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said underground facilities are or will be required by BIDDER in order to perform or furnish the Work at the Contract Price, within the contract time and in accordance with the other terms and conditions of the Contract Documents.
6. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
7. Total calendar days to complete all units (Note: Contractor has the option to construct all or some units simultaneously. Total calendar days to be determined based upon how Contractor intends to schedule the work. Schedules for various units may over lap at Contractors discretion). TOTAL DAYS: 60

BIDDER agrees that the work shall be substantially complete and ready for final payment within the number of calendar days listed herein from the date when the contract time commences to run. See Section 7 in regarding contract time.

8. BIDDER has included the cost of everything which will be needed to construct all the work called for in the specifications or the contract documents, in the unit cost for the bid items listed above. All such work for which there is not a specific bid item is considered subsidiary to the related major bid item and its cost is included in the appropriate bid item listed above.
9. BIDDER acknowledges that the quantities indicated in the previous schedule are not guaranteed and may be changed to conform with the Work. BIDDER has not detected any inaccuracies in the lengths, sized and quantities shown in the plans. The quantities as shown in the proposal are presumed to be the actual quantities required to construct the Work.
10. BIDDER acknowledges that the OWNER reserves the right to delete any portion of this project, as it may deem necessary to stay within the

[ ] A. The principal place of business of our company is in the State of TEXAS.

Non-resident bidders in the State of \_\_\_\_\_, our principal place of business, are required to be \_\_\_\_\_% lower than resident bidders by State Law.

A copy of statute is attached.

[☒] B. The principal place of business of our company or our parent company or majority owner is in the state of Texas.

OWNER's available funds. Should the OWNER elect to delete any portion, the contract quantities will be adjusted accordingly.

11. BIDDER has reviewed and understands the various additive alternate work scoped associated this project and has provided corresponding prices and time frames for each as requested in the proposal. Bidder acknowledges that the OWNER reserves the right to add or delete these alternates in any combination, as it may deem necessary to stay within the OWNER's available funds.
12. BIDDER accepts the provisions as to liquidated damages (\$240.00 per calendar day) in the event of failure to complete the work on time.
13. The terms used in the Bid which are defined in the *Standard Specifications for Public Works Construction*, published by the North Central Texas Council of Governments (NCTCOG), have the meanings assigned to them therein.

Respectfully Submitted,

BIDDER

TEX-STAR UNDERGROUND LLC.  
Company

By DAVID HIGHFILL  
(Please Print)

OWNER  
Title

126 MEADOW POND CT  
Address

BEDFORD TEXAS 76426  
City State Zip

(Seal if corporation)

Submitted by \_\_\_\_\_

An Individual  
A Corporation  
A Partnership

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

(Complete A or B below, as applicable)

Item Number	Item Name	Quantity	Requir Unit	Unit Price
No Basket (9)				
#0-1	Site Preparation, Mo	1	LS	10000
#0-2	Erosion Control	1	LS	2500
#0-3	Irrigation Repair (if n	1	LS	2500
#0-4	Remove and Dispose	25	SY	100
#0-5	Unclassified Grading	100	CY	25
#0-6	4" Concrete Sidewall	25	SY	125
#0-7	NDS 12"x12" Catch E	1	EA	2500
#0-8	4" Rigid PVC SDR35 C	400	LF	200
#0-9	Sod	1000	SY	3