

**COST PROPOSAL**  
Section 00300JOC

In compliance with applicable City Policy and state of Texas law, including Texas Government Code Title 10, Subtitle F, Chapter 2269 and in response to this Request for Proposal, the undersigned offers the proposal for the following Project for the City of Austin, Texas:

Solicitation No.:	<b>CLMB333</b>
Project:	<b>2020 Job Order Contract for City Facility Improvements</b>

Having examined the Request for Proposal documents issued by the City of Austin for the Job Order Contracting Program and Addenda, having conducted all inquiries deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work described in the Request for Proposal for the applicable prices set forth in the Unit Price Book and the defined Coefficients submitted with this Proposal. Pre-Priced Items are those items listed in the Unit Price Book. Non-Pre-Priced Items include those incidental items of Work necessary to provide an entire finished Job Order Assignment, which items must be competitively procured by the Offeror in the course of the development of the specific Job Order Assignment.

<b>A. Pre-Priced Items (Unit Price Book)</b>	
<b>1. Standard Working Hours Coefficient</b>	<u>0</u> . <u>8</u> <u>4</u> <u>5</u>
<b>2. Non-Standard Working Hours Coefficient</b>	<u>0</u> . <u>8</u> <u>9</u> <u>5</u>
<b>B. Non-Pre-Priced Items</b>	
<b>1. Non-Pre-Priced Item Coefficient</b>	<u>1</u> . <u>1</u> <u>6</u> <u>2</u>
(Coefficients must be extended to three decimal places.)	

The Base Proposal amount will be evaluated per Section 00101JOC. Award of a Contract will be to the Offeror providing the best value to Owner. Owner reserves the right to negotiate all elements which comprise the Proposal to ensure that the best possible consideration is afforded to all concerned. The Owner and/or its Engineer or Architect may discuss with the selected Offeror options for a scope or time modification and any price change associated with the modifications.

**Standard Working Hours** are from 7:00 a.m. to 6:00 p.m. U.S. Central Time, Monday – Friday (excluding Holidays).

**Non-Standard Working Hours** are anytime between 6:00 p.m. and 7:00 a.m., Monday - Friday and anytime on Saturday, Sunday, or Holidays.

Refer to **Attachment A-1** to this section for information necessary to calculate Coefficients.

The Offeror shall provide the Owner with a fully detailed copy of all of its calculations used to develop its proposed Coefficients along with its Proposal.

Any resulting Job Order Contract will be for an initial two (2) year term with three (3) additional one (1) year terms available at the Owner's option. The Coefficients may be adjusted at the commencement of any additional term based upon the R.S. Means Master Composite Data City Cost Index for Austin, Texas using the "01-46 Weighted Average" or, at the Owner's discretion, the Construction Cost Index as reported by Engineering News Record.

**TIME OF COMPLETION:** The undersigned Offeror agrees to commence work on the date specified in the written "Notice to Proceed" for each Job Order Assignment to be issued by the Owner and to **substantially** complete construction of the improvements by the date specified by the Owner in the Notice to Proceed letter. **If a Substantial Completion date has been specified, the Offeror further agrees to reach Final Completion within Thirty (30) Calendar Days after Substantial Completion.** The Offeror further agrees that should the Offeror fail to **substantially** complete the Work by the date indicated in the Notice to Proceed letter or as subsequently adjusted, Offeror shall pay the liquidated damages for each consecutive day thereafter as provided below; unless the Owner elects to pursue any other action allowed by law.

**LIQUIDATED DAMAGES:** The Offeror understands and agrees that the timely completion of the described Work is of the essence. The Offeror and Owner further agree that the Owner's actual damages for delay caused by failure to timely complete the Project are difficult, if not impossible to measure. However, with respect to the additional administrative and consultant costs to be incurred by Owner, the reasonable estimate of such damages has been calculated and agreed to by Owner and Offeror. Therefore, the Offeror and the Owner agree that for each and every **Calendar** Day the Work or any portion thereof, remains incomplete after the **Substantial Completion** date as established by the above paragraph, Time of Completion, payment will be due to the Owner in the amount as specified for each Job Order Assignment in the Section 00500 Assignment Agreement per **Calendar** Day as liquidated damages, not as a penalty, but for delay damages to the Owner. **If both Substantial and Final Completion dates have been specified, the Offeror and the Owner further agree that for each and every Calendar Day the Work or any portion thereof, remains incomplete after the Final Completion date as established by the above paragraph, Time of Completion, payment will be due to the Owner in the amount as specified for each Job Order Assignment in the Section 00500 Assignment Agreement per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the Owner.** Such amount shall be deducted by the Owner from any Contract payment due. In the event of a default or breach by the Contractor and demand is made upon the surety to complete the project, in accordance with the Contract Documents, the surety shall be liable for liquidated damages pursuant to the Contract Documents in the same manner as the Contractor would have been.

**WAIVER OF ATTORNEY FEES:** In submitting its proposal, in consideration for the waiver of its right to attorney's fees by the Owner, the Offeror knowingly and intentionally agrees to and shall waive the right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to any Contract awarded pursuant to this solicitation process.

Owner reserves the right to reject any or all Proposals and to waive any minor informality in any Proposal or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offer).

The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated <u>06/09/2020</u>	Received <u></u>
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____

**PROPOSAL DOCUMENT EXECUTION AND ACKNOWLEDGEMENT:** The undersigned Offeror certifies that the Offeror has read and understands Section 00020, Section 00100, and all other

requirements applicable to the solicitation process provided in the Proposal and Contract Documents.

**OFFEROR'S CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440):** The undersigned Offeror, by its signature, represents and certifies that it has read and can affirmatively swear and subscribe to the statements in Section 00440 Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Certification. If the Offeror cannot affirmatively swear and subscribe to any of the statements in Section 00440, Offeror represents and certifies that it has provided a detailed written explanation with its Proposal on separate pages annexed hereto. The undersigned Offeror further certifies that it has not in any way directly or indirectly had communication restricted in the City Code Chapter 2-7, Article 6 (Anti-Lobbying and Procurement) during the No-Lobbying Period as defined in Chapter 2-7.

**OFFEROR'S CERTIFICATION AS TO NONRESIDENT PROVISIONS (Section 00475):** The undersigned Offeror certifies that it has read Section 00475 Nonresident Offeror Provisions and **Offeror certifies that Offeror is a resident of Florida** (Offeror must write in the blank the state of which Offeror is a resident).

Offeror will initial the blank set forth below to represent and certify that the Offeror has completed, executed, and enclosed the corresponding Proposal Documents with the Proposal.

 MBE/WBE Statement of Responsibility Document

**The undersigned, by their signature, represents that they are submitting a binding offer and are authorized to bind the respondent to fully comply with the solicitation documents contained herein. The Respondent, by submitting and signing below, certifies that they have received and read all sections of the entire solicitation document including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.**

 Lesley V Lagimoniere  
Corporate Secretary, \*if Offeror is a Corporation

llagimoniere@wardencc.com  
Email for Secretary

Warden Construction Corporation  
Offeror

 Gregory J. Lagimoniere  
Authorized Signature/Print Name

President  
Title



[June 17, 2020](#)

Date

[3653 Regent Blvd., Suite 201](#)

[Jacksonville, FL 32224](#)

Address

[904-928-9819](#) / [904-928-2091](#)

Telephone Number / FAX Number

[Greg@wardencc.com](mailto:Greg@wardencc.com)

Email for Person Signing Proposal

[Greg@wardencc.com](mailto:Greg@wardencc.com)

Email for Offeror's Primary Contact Person

**End**



## PRICING RATIONALE

### HISTORICAL COSTS

Warden has extensive JOC experience throughout the country, have performed 996 individual job orders in Austin, Texas and more specifically have previous work experience with the City of Austin JOC contract; giving our company an accurate picture of the cost of work, administrative requirements, and management requirements necessary to successfully perform work on this contract. We have collected a large database of actual costs on thousands of diverse delivery orders, detailing nearly every possible type of labor, material, and subcontracted effort. To prepare an accurate pricing proposal, we determined the common elements of each trade, and then calculated the average costs, and percentage that each category represents.

Sample craft percentages were individually prorated, then added together in proportion to their component frequency on the typical JOC delivery order workload. After thorough analysis of our historical costs and the unit price data, we have determined that we can procure all necessary goods and services on the City of Austin JOC for an average of 69.27% of the listed RS Means allowances (Bare for self-performed work and OH&P for subcontracted work).

To this base coefficient of 69.27% we have added 16.18% overhead and 5.00% profit to arrive at a Standard coefficient of 0.845 as illustrated below:

#### A.1 STANDARD WORKING HOURS COEFFICIENT

Historical Cost vs. Means	0.6927
Overhead 16.18%	<u>1.1618</u>
Subtotal	0.8048
Profit 5.00%	<u>1.0500</u>
CLIN A.1	0.845

Our pricing rationale and accompanying figures are based on an assumed and anticipated base year contract award of \$2.0 million. A complete detailed breakdown of our stated 16.18% overhead rate is provided as illustrated in Table 1.1:

Home Office Support	4.50%
Site Office G&A	0.84%
Site Salaries	8.40%
Ins./Labor Burden	<u>2.44%</u>
Total	16.18%



#### A.2 NON-STANDARD WORKING HOURS COEFFICIENT

For work to be completed during non-standard hours, we would arrange for our labor force to perform the work during the required non-standard time, but not to exceed eight hours in a day so as to avoid overtime pay. We would however require an additional 4.0% above our Standard Coefficient for overtime/inconvenience pay for our Superintendent and Project Manager. Therefore, the base year coefficient for non-standard hours would be 0.895.

#### B.1 NON-PREPRICED ITEMS

For Non-Pre-Priced items we would apply only our overhead rate of 16.18% since our assumption is that NPI's will not be a significant dollar amount compared to the overall contract. Therefore, the base year coefficient for non-pre-priced items would be 1.162.

**TABLE 1.1**

<b>Revenue Basis</b>	<b>2,000,000</b>	
<b>Home Office G&amp;A</b>		
Payroll/Accounting	45,000	2.250%
Management Support	30,000	1.500%
Technical Support	10,000	0.500%
Travel	<u>5,000</u>	<u>0.250%</u>
Total	90,000	4.500%
<b>Site Office G&amp;A</b>		
Telephone/Cellular	1,200	0.060%
ADP Equipment*	1,050	0.053%
Office Equipment/Supplies*	750	0.038%
Vehicle Fuel/Maintenance	4,200	0.210%
Facility Rental/Utilities*	<u>2,484</u>	<u>0.124%</u>
Total	9,684	0.084%
<b>Site Salaries</b>		
Senior Project Manager*	21,250	1.063%
Project Manager	65,000	3.250%
Administrative/MBE*	9,750	0.488%
Superintendent/QC/Safety	65,000	3.250%
General Laborer*	<u>7,000</u>	<u>0.625%</u>
Total	168,000	8.676%
<b>Insurance/Labor Burden</b>		
General Liability/Excess Liability	9,250	0.460%
Builder's Risk Insurance	3,125	0.160%
Worker's Comp Insurance	13,255	0.663%
Unemployment Insurance	3,024	0.151%
Social Security/Medicare	12,852	0.640%
Employee Benefits	<u>7,400</u>	<u>0.370%</u>
Total	48,906	2.444%
<b>Total OH/G&amp;A</b>	<b>16.184%</b>	

\* Prorated share of overall Site Office G&A/Salaries

**COEFFICIENT FORM**

<b>Solicitation No.:</b>	CLMB333
<b>Project:</b>	2020 Job Order Contract for City Facility Improvements
<b>Contractor Name:</b>	

<b>A. Pre-Priced Items (Unit Price Book)</b>	
<b>1. Standard Working Hours Coefficient</b>	<u>0</u> . <u>8</u> <u>4</u> <u>5</u>
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(Coefficients must be extended to three decimal places.)	

Notes:

1. This form will be displayed publicly in Austin Finance Online after the solicitation closes.
2. In the case of discrepancies between this form and Section 00300JOC, Section 00300JOC takes precedence.