

Bidding Requirements, Contract Forms and Conditions of the Contract

UNIT PRICE BID FORM

Section 00300U

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the Meritage Homes of Texas, LLC:

Solicitation No.:	CLMC805
Project:	Turner's Crossing North Offsite Utilities
CIP ID No.:	3353.117

Having examined the Project Manual, Drawings and Addenda, the site of the proposed Work and being familiar with all of the conditions surrounding construction of the proposed Project, having conducted all inquiries, tests and investigations deemed necessary and proper; hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment, and incidentals, and to perform all Work required for construction of the Project in accordance with the Project Manual, Drawings and Addenda within the time indicated.

Note: The Bidder will enter the line item subtotal in the "Amount" column below, which is the product of the estimated "Quantity" multiplied by the "Unit Price". Any mathematical errors will be corrected for the purpose of determining the correct Amount to be entered in the Bid Form. The Amounts, including any corrected Amounts, will then be totaled to determine the actual amount of the Bid.

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
24" Waterline A (FM1327)					
102S-A	21	AC	Clearing and Grubbing	\$ 3,250	\$ 68,250
210S-A	94	CY	Flexible Base, 18" Thick	\$ 35	\$ 3,290
340S-B	104	SY	Hot Mix Asphaltic Concrete Pavement 3 inches, Type C	\$ 45	\$ 4,680
501S - A 48" Dia. W	70	LF	Jacking or Boring 48 In. Pipe, Class Steel	\$ 765	\$ 53,550
509S-1 - A W	3,937	LF	Trench Excavation Safety Protection Systems (all depth)	\$ 5	\$ 19,685
510-AW - A 6" Dia. W	30	LF	Pipe, 6-inch Dia. Class 350 Ductile Iron (all depths), including Excavation and Backfill	\$ 65	\$ 1,950
510-AW - A 16" Dia. W	10	LF	Pipe, 16-inch Dia. Class C-900 PVC (all depths), including Excavation and Backfill	\$ 95	\$ 950
510-AW - A 24" Dia. W	3,897	LF	Pipe, 24-inch Dia. Class 250 Ductile Iron (all depths), including Excavation and Backfill	\$ 150	\$ 584,550
510-JW 42"X24" Dia.	1	EA	Wet Connection 42" Dia. X 24" Dia.	\$ 25,000	\$ 25,000
510-KW - A	15	TN	Ductile Iron Fittings	\$ 2,850	\$ 42,750
510-FW	300	LF	Concrete Trench Cap, 6 Ft. Width	\$ 20	\$ 6,000
511S-A - A 6" Dia.	6	EA	Valves, Resilient Seated Gate, 6 inch Diameter	\$ 1,075	\$ 6,450
511S-A - A 16" Dia.	1	EA	Valves, Resilient Seated Gate, 16 inch Diameter	\$ 6,250	\$ 6,250
511S-A - A 24" Dia.	4	EA	Valves, Resilient Seated Gate, 24 inch Diameter	\$ 15,025	\$ 60,100
511S-B - A	6	EA	Fire Hydrants (See Standard No. 511S-17)	\$ 3,535	\$ 21,210

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511S-D - A	2	EA	6 inch Drain Valve Assemblies (See Standard No. 511S-9A)	\$ 3,850	\$ 7,700
511S-F - A 2" Dia.	3	EA	Automatic Combination Air/Vacuum Release Valve Assembly, 2" Diameter	\$ 8,225	\$ 24,675
605S-A-G	41,725	SY	Soil Retention Blanket Class 2; Type G	\$ 5	\$ 208,625
605S-A-H	8,750	SY	Soil Retention Blanket Class 2; Type H	\$ 5	\$ 43,750
609S-D	2.3	AC	Native Seeding (Revegetation)	\$ 10,000	\$ 23,000
609S-E	1,041	EA	Rooted Plants	\$ 15	\$ 15,615
610S-A	212	LF	Protective Fencing Type A Chain Link fence (Typical Application-high damage potential)	\$ 10	\$ 2,120
639S	516	LF	Rock Berm	\$ 25	\$ 12,900
SP641S	1	EA	Stabilized Construction Entrance	\$ 1,500	\$ 1,500
642S	17,245	LF	Silt Fence for Erosion Control	\$ 2.5	\$ 43,112.50
648S	7,700	LF	Mulch Sock	\$ 8	\$ 61,600
700S-TM	1	LS	Total Mobilization Payment	\$ 125,000	\$ 125,000
702S-G	935	LF	Removing and Relocating Existing 4 Ft. Wire Fence	\$ 7	\$ 6,545
702S-H	1	EA	Removing and Relocating Existing 4 ft. x 12 ft Metal Gate	\$ 1,250	\$ 1,250
803S-MO	1	MO	Barricades Signs and Traffic Handling	\$ 5,000	\$ 5,000
SUBTOTAL				\$ 1,487,057.50	

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
24" Waterline B (FM1327 & Turnersville Road)					
501S - B 48" Dia. W	70	LF	Jacking or Boring 48 In. Pipe, Class Steel	\$ 765	\$ 53,550
509S-1 - B W	3,519	LF	Trench Excavation Safety Protection Systems (all depth)	\$ 8	\$ 28,152
510-AW - B 6" Dia.	40	LF	Pipe, 6-inch Dia. Class 350 Ductile Iron (all depths), including Excavation and Backfill	\$ 65	\$ 2,600
510-AW - B 16" Dia.	10	LF	Pipe, 16-inch Dia. Class C-900 PVC (all depths), including Excavation and Backfill	\$ 95	\$ 950
510-AW - B 24" Dia.	3,469	LF	Pipe, 24-inch Dia. Class 250 Ductile Iron (all depths), including Excavation and Backfill	\$ 150	\$ 520,350
510-KW - B	7	TN	Ductile Iron Fittings	\$ 4,850	\$ 33,950
511S-A - B 6" Dia.	8	EA	Valves, Resilient Seated Gate, 6 inch Diameter	\$ 1,075	\$ 8,600
511S-A - B 16" Dia.	1	EA	Valves, Resilient Seated Gate, 16 inch Diameter	\$ 6,250	\$ 6,250
511S-A - B 24" Dia.	2	EA	Valves, Resilient Seated Gate, 24 inch Diameter	\$ 15,025	\$ 30,050
511S-B - B	8	EA	Fire Hydrants (See Standard No. 511S-17)	\$ 3,535	\$ 28,280
511S-D - B	1	EA	6 inch Drain Valve Assemblies (See Standard No. 511S-9A)	\$ 3,850	\$ 3,850
511S-F - B 2" Dia.	2	EA	Automatic Combination Air/Vacuum Release Valve Assembly, 2" Diameter	\$ 8,225	\$ 16,450
SUBTOTAL				\$ 733,032.00	

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Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
24" Wastewater Line A					
501S - A 48" Dia. WW	284	LF	Jacking or Boring 48 In. Pipe, Class Steel	\$ 765	\$ 217,260
506S-M - A	3	EA	Standard Pre-cast Manhole w/Pre-cast Base, 6' Diameter	\$ 13,750	\$ 41,250
506S-EDM - A	23	VF	Extra Depth of Manhole, 6' Dia.	\$ 650	\$ 14,950
506S-CN - A	1	EA	Connection to Existing Manhole	\$ 2,500	\$ 2,500
509S-1 - A WW	886	LF	Trench Excavation Safety Protection Systems (all depth)	\$ 15	\$ 13,290
510-AWW 24" Dia.	886	LF	Pipe, 24-inch Dia. ASTM F679 PS115 PVC (all depths), including Excavation and Backfill	\$ 145	\$ 128,470
SUBTOTAL				\$	417,720.00

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
18" Wastewater Line					
506S-M	1	EA	Standard Pre-cast Manhole w/ Pre-cast Base, 6' Diameter	\$ 11,650	\$ 11,650
506S-SL	12	VF	Structural Lining of Pre-cast Manhole:	\$ 250	\$ 3,000
506S-EDM	12	VF	Extra Depth of Manhole, 6' Dia.	\$ 650	\$ 7,800
506S-CN	1	EA	Connection to Existing Manhole	\$ 1,250	\$ 1,250
509S-1 - B WW	86	LF	Trench Excavation Safety Protection Systems (all depth)	\$ 15	\$ 1,290
510-AWW 18" Dia. WW	86	LF	Pipe, 18-inch Dia. SDR-26 PVC (all depths), including Excavation and Backfill	\$ 100	\$ 8,600
SUBTOTAL				\$	33,590.00

Bid Item	Quantity	Unit	Item Description	Unit Price	Amount
12" Forcemain Line A (Bradshaw & FM1327)					
501S - A 24" Dia. FM	290	LF	Jacking or Boring 24 In. Pipe, Class Steel	\$ 415	\$ 120,350
505S - B	110	LF	Encasement Pipe 24" Dia., Type Steel	\$ 155	\$ 17,050
509S-1 FM	9,300	LF	Trench Excavation Safety Protection Systems (all depth)	\$ 5	\$ 46,500
510-AWW 12" Dia.	9,300	LF	Pipe, 12-inch Dia. Class 350 Ductile Iron (all depths), including Excavation and Backfill	\$ 92	\$ 855,600
510-KWW FM	7	TN	Ductile Iron Fittings	\$ 4,525	\$ 31,675
510-FWW FM	325	LF	Concrete Trench Cap, 6 Ft. Width	\$ 20	\$ 6,500
511S-A 12" Dia.	20	EA	Valves, Resilient Seated Gate, 12 inch Diameter	\$ 2,715	\$ 54,300
511S-F 1" Dia.	4	EA	Automatic Combination Air/Vacuum Release Valve Assembly, 1" Diameter	\$ 8,225	\$ 32,900
SS506S-13	20	EA	Cleanout	\$ 11,965	\$ 239,300
SUBTOTAL				\$	1,404,175.00

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BASE BID	Four million Seventy five thousand five hundred Seventy four and fifty cents	\$ 4,075,574.50
	(Words)	(Figures)
Base Bid includes Trench Excavation Safety Systems		

- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page to determine subcontractor participation levels for the established MBE/WBE procurement goals.
- The "Base Bid" amount becomes the Bidder's "TOTAL BID" if allowances and/or alternates are not included.

Notes:

1. **MINIMUM WAGES:** Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) for Building Construction and Heavy and Highway Trades "AS APPLICABLE" and/or the minimum Wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the minimum wage required.

Optional Information on Bid Prices Submitted by Computer Printout: In lieu of handwritten unit prices in figures in ink on the Bid forms above, Bidders, at their option, may submit an original computer printout sheet bearing certification by, and signature for, the Bidding firm. The unit prices shown on acceptable printouts will be the unit prices used to tabulate the Bid and used in the Contract if awarded by the City. As a minimum, computer printouts must contain all information and in the format shown on the attached page: "Example of Bid Prices Submitted by Computer Printout" form.

If a computer printout is used, the Bidder must still execute that portion of the unit price Bid form which acknowledges the Bid Guaranty, Time of Completion, Liquidated Damages, and all addenda that may have been issued.

Bids with unit prices by computer printout may be rejected, if:

1. The computer printout does not include the required certification, set forth in the attached "Example".
2. The computer printout is not signed in the name of the firm to whom the Project Manual was issued.
3. The computer printout is non-responsive or otherwise omits required Bid items or includes items not shown on the Bid forms in the Project Manual.
4. The other required Bid documents issued by the City are not fully executed as provided above.
5. The signed Section 00300U is not returned with the signed computer printout.

If the Bid submitted by the Bidder contains both the form furnished by the City, completed according to the instructions, and also a computer printout, completed according to the instructions, unit prices of only one will be considered. In this situation, the unit Bid prices shown on the computer printout will be used to determine the Bid.

BID GUARANTY: A Bid guaranty must be enclosed with this Bid, as required in Section 00020, in the amount of not less than five percent (5%) of the total Bid. Following the Bid opening, submitted Bids may not be withdrawn for a period of ninety (90) Calendar Days. Award of Contract will occur within this period, unless mutually agreed between the parties.

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The Bid guaranty may become the property of the OWNER, or the OWNER may pursue any other action allowed by law, if:

- Bidder withdraws a submitted Bid within the period stated above;
- Bidder fails to submit the required post Bid information within the period specified in Section 00020 or 00100, or any mutually agreed extension of that period; or,
- Bidder fails to execute the Contract and furnish the prescribed documentation (bonds, insurance, etc.) needed to complete execution of the Contract within five (5) Working Days after notice of award, or any mutually agreed extension of that period.

GEOTECHNICAL BASELINE ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands the Geotechnical Baseline Report (GBR), the Geotechnical Data Report, the Reflection Survey Report, and all other geological and geotechnical information and data as provided in the Contract Documents, including all Addenda. **The Bidder acknowledges and agrees that the GBR represents the contractual statement of the subsurface conditions reasonably anticipated to be encountered during construction. The GBR will be used to evaluate whether subsurface conditions differ materially from those indicated in the GBR.**

TIME OF COMPLETION: The undersigned Bidder agrees to commence work on the date specified in the written "Notice to Proceed" to be issued by the OWNER and to substantially complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within One Hundred and Eighty (180) Calendar Days.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within Thirty (30) Calendar Days after Substantial Completion as required by the Project Manual, Drawings and Addenda for the work.

The Bidder further agrees that should the Bidder fail to substantially complete the Work within the number of days indicated in the Bid or as subsequently adjusted, Bidder 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.

WAIVER OF ATTORNEY FEES: In submitting the Bid, in consideration for the waiver of the Bidder's right to attorney's fees by the OWNER, the Bidder 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.

LIQUIDATED DAMAGES: The Bidder understands and agrees that the timely completion of the described Work is of the essence. The Bidder 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 Bidder.

Therefore, the Bidder 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 of One Thousand and Thirty dollars (\$1,030) per Calendar Day as liquidated damages, not as a penalty, but for delay damages to the OWNER.

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If both Substantial and Final Completion dates have been specified, the Bidder 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 of Six Hundred dollars (\$600) 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.

MINOR INFORMALITY: OWNER reserves the right to reject any or all Bids and to waive any minor informality in any Bid or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Bids).

ADDENDUM: The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	8-20-20	Received	8-28-20
Addendum No. 2 dated		Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	

BID DOCUMENT EXECUTION AND ACKNOWLEDGEMENT: The undersigned Bidder certifies that the Bidder has read and understands Section 00020 Invitation for Bids, Section 00100 Instructions to Bidders, and all other requirements applicable to the Bidding process provided in the Bid and Contract Documents.

BIDDER'S CERTIFICATION OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING (Section 00440): The undersigned Bidder, 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 Bidder cannot affirmatively swear and subscribe to any of the statements in Section 00440, Bidder represents and certifies that it has provided a detailed written explanation with its Bid on separate pages annexed hereto. The undersigned Bidder 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.

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

Bidder will initial the blank set forth below to represent and certify that the Bidder has completed and enclosed the corresponding Bid Documents with the Bid.

- MBE/WBE Compliance Document
- One copy of Total Bid Form if Bid is submitted electronically via Austin Finance Online
- Bid Guaranty

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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.

Corporate Secretary, *if Bidder is a Corporation

D Guerra Construction LLC
Bidder

Email for Secretary

Danny Guerra / Danny Guerra
Authorized Signature/Print Name

(Seal)

President
Title

9-17-20
Date

Date

9810 FM 969 Austin TX 78724
Address

512-467-9357
Telephone Number

512-454-0077
FAX Number

Danny@DGuerraConstruction.com
Email for Person Signing Bid

Same as above
Email for Bidder's Primary Contact Person



BID BOND

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, D. Guerra Construction, LLC
_____ as Principal, and Atlantic Specialty Insurance Company, a
corporation duly organized under the laws of the State of New York, as Surety, are held and firmly bound unto
City of Austin, PO Box 1088, Austin, TX 78867 _____ as Obligee, in
the sum of Five-Percent of Greatest Amount Bid
(\$ 5% GAB) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.

WHEREAS, Principal has submitted a bid for Turners Crossing North Offsite Utilities
_____, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the
Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's
bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full
force and effect.

Signed and sealed this 17th day of September 2020.

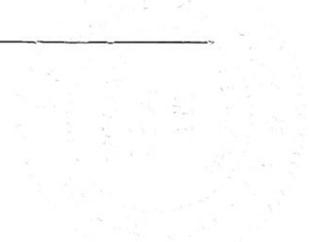
Amelia Burton
Witness

D. Guerra Construction, LLC

BY: [Signature]
Principal
ITS: _____

Canellia Doss
Witness Canellia Doss

Atlantic Specialty Insurance Company
BY: Kenneth Nitsche
Attorney-In-Fact Kenneth Nitsche





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Gary Nitsche, Kenneth Nitsche, Robert James Nitsche, Craig Parker, Nina K. Smith, Robert Kevin Nitsche**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

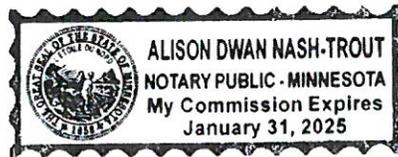
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By 
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of September, 2020.




Kara Barrow, Secretary

This Power of Attorney expires
January 31, 2025