LUMP SUM BID FORM
Section 00300L

City Manager
Austin, Texas

The undersigned, in compliance with the Invitation for Bids for construction of the following Project for the city of Austin, Texas:

Solicitation No.:	CLMC821
Project:	Zilker Metro Park Maintenance Barn Replacement
CIP ID No.:	6066.036

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.

BASE BID	TWO MILLION NINE HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED THREE & NO CENTS	$ 2,989,603.00
Base Bid includes Trench Excavation Safety Systems & Special Shoring		

- 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.

TRENCH EXCAVATION SAFETY SYSTEMS UNIT PRICES: The undersigned Bidder agrees that the Base Bid Price for the Work, listed above, includes the following amounts in the Bid for excavation safety systems as specified in Item Number 509S of the Specifications and in case of an authorized adjustment to the scope of Work, the following unit price(s) will be used in adjusting the Contract Amount:

Item	Quantity	Unit	Item Description	Unit Price	Amount
509S-1	1,650	LF	Trench Excavation Safety Protection Systems (all depth)	$ 8.00	$ 13,200.00

ALLOWANCES:

Allowance No. 1:	Mitigation Tree Care	$ 49,950
Allowance No. 2:	Signage	$ 5,000
SUBTOTAL ALLOWANCES		$ 54,950

BASE BID PLUS ALLOWANCES:		$ 3,044,553.00

Notes:

1. For a more detailed explanation of Bid allowances, see Section 01020.
2. 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.

UNIT PRICES: The undersigned Bidder agrees that, in case of an authorized adjustment to the scope of Work shown, the following unit price(s) will be used in adjusting the Contract Amount:

Item Description	Unit Price	Per	Unit
Water Pipe, 8-inch Dia., DI C151 CL 350 (All Depths), including Excavation and Backfill	$ 165.00	Per	LF
Wastewater Pipe, 8-inch Dia., SDR 26 PVC (All Depths), including Excavation, Backfill, and Material Disposal	$ 139.00	Per	LF
Silt Fence for Erosion Control	$ 1.75	Per	LF
Sediment Dikes	$ 9.25	Per	LF
Tree Protection Fencing	$ 4.05	Per	LF

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. 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 Three Hundred (300) Calendar Days.

If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within Sixty (60) 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 Three Thousand dollars ($3,000) 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 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 One Thousand dollars ($1,000) 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 Bidders).

ADDENDUM: The undersigned acknowledges receipt of the following addenda:

Addendum No. 1 dated	10.14.2020	Received	
Addendum No. 2 dated		Received	
Addendum No. 3 dated		Received	
Addendum No. 4 dated		Received	

Clarification Letter #1 dated October 12, 2020

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, executed, and enclosed the corresponding Bid Documents with the Bid.

BW MBE/WBE Compliance 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.

Wurzel Builders, Ltd.
Bidder

Corporate Secretary, *if Bidder is a Corporation

Email for Secretary

Authorized Signature/Print Name

President
Title

(Seal)

October 22, 2020
Date

630 Ralph Ablanedo Dr, #1

Austin, TX 78748
Address

512-282-9488 / 512-282-9682
Telephone Number / FAX Number

barry.wurzel@wurzelbuilders.com
Email for Person Signing Bid

tina.gordon@wurzelbuilders.com
Email for Bidder's Primary Contact Person

END

TOTAL BID FORM

Solicitation No.:	CLMC821
Project:	Zilker Metro Park Maintenance Barn Replacement
Bidder:	Wurzel Builders, Ltd.
Total Bid Amount: (includes Base Bid plus any Allowances or Alternates shown in Section 00300)	$3,044,553.00

Notes:

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