



August 19, 2020

City of Austin  
Watershed Protection Department  
Tom Franke  
505 Barton Springs Road  
Austin, Texas 78701

Re: Cost Recovery Participation  
SP-2019-0113C Austin FC Stadium

Dear Mr. Franke:

Please accept this summary letter and associated documents supporting the cost recovery participation request for this project. Enclosed you will find the following items as a single pdf document:

Attachments:

- Engineering and Drainage Report Addendum 1
- Appendix T (completed by applicant)
- Schedule of completion
  - Begin Construction: August 12, 2019
  - Complete Construction: March 19, 2021
- Fee Schedule
  - Contractor bid backup
  - 300U

If you require any additional information please contact me directly.

Sincerely,



Kelley Fowler, P.E.  
Senior Project Manager



garza  
emc



## Austin FC Stadium

### Consolidated Site Development Plan

10414 Mc Kalla Place  
Austin Texas 78758

## ENGINEERING AND DRAINAGE REPORT ADDENDUM 1

Prepared by:

**GARZA EMC, LLC.**  
7708 Rialto Blvd., Suite 125  
Austin, Texas 78735  
TBPE Registration No. F-14629

October 2019.



October 10, 2019

Ms. Denise Lucas, Director  
City of Austin  
Development Services Department  
505 Barton Springs Road  
Austin, Texas 78704

RE: Engineer's Summary Letter Addendum 1  
Austin FC  
10414 Mc Kalla Place  
Austin, Travis County, Texas

Dear Ms. Lucas,

Please find this Addendum 1 in support of our request for cost recovery participation associated with ECM 1.6.2.A. A design has been submitted for review which routes approximately 36.4 acres of untreated area with a total area of impervious cover greater than 10 acres through the proposed water quality pond for this site.

Based on our meetings with staff we believe this request is in accordance with the current requirements and meets the criteria to allow for cost recovery per the values identified in the included Appendix T.

Please contact our office should you require any additional items or if you have any questions in your review of the application.

Sincerely,



Kelley Fowler, P.E.  
Senior Project Manager

# TABLE OF CONTENTS

OFFSITE TREATMENT OF IMPERVIOUS COVER .....	1
APPENDIX T SUMMARY .....	1

## Attachments:

Impervious Cover Exhibit  
Appendix T  
Construction Schedule

## OFFSITE TREATMENT OF IMPERVIOUS COVER

This project has elected to participate in a cost reimbursement program by treating a minimum of 10 acres of untreated offsite impervious cover as identified in ECM 1.6.2.A. The project has a proposed biofiltration pond that treats the impervious cover for improvements proposed under SP-2019-0113C with 101,764 CF of provided water quality volume. The pond volume is also adequate to meet the requirement of providing for 0.15-inch capture depth for the total contributing drainage area.

Offsite stormwater is routed via public storm sewer where a splitter box diverts offsite flows into the water quality pond for treatment. Once the water quality pond is full offsite flows continue to be conveyed offsite. Offsite area calculation are summarized in Table 1. These areas are shown for reference on the included Exhibit A – Impervious Cover Exhibit.

**TABLE 1: COST RECOVERY AREA SUMMARY TABLE**

AREA	VALUE	UNIT
OFFSITE AREA	48.5	AC
OFFSITE AREA W/ NO WQ	36.4	AC
ONSITE AREA	24.1	AC
TOTAL AREA TO POND	72.6	AC
TOTAL WQV REQ.	39,531	CF
TOTAL WQV PROV.	101,764	CF

## APPENDIX T SUMMARY

The redeveloped impervious cover versus total impervious cover for the site has been shown on the included Exhibit A – Impervious Cover Exhibit. This exhibit illustrates the redeveloped impervious cover (R) calculated for the site for a total of 14.95 acres. The total impervious cover (T) for the site is 20.52 acres. These values were used to derive the R/T ratio of 72.9%, which has been used to complete the Appendix T form included as an attachment to this Addendum, which identifies the potential reimbursement percentage for construction and design cost recovery.







**APPENDIX T**  
**REQUEST FOR FEE IN LIEU OF OR COST RECOVERY FOR WATER QUALITY**  
**CONTROLS IN THE URBAN WATERSHEDS**

**A. OWNER /AGENT INFORMATION:** Name: Kelley Fowler, P.E.  
Company: Garza EMC Telephone: 512-298-3284  
Fax: 512-298-2592

**B. PROJECT INFORMATION:** Name: Austin FC Stadium  
Location or Address: 10414 Mc Kalla Place  
Permit Number: SP-2019-0113C  
Case Manager: Rosemary Avilla

Redeveloped Impervious Cover 14.95 (ac.) + New Impervious Cover 5.57 (ac.)  
= Total Impervious Cover 20.52 (ac.)  
Redeveloped IC = 14.95 / Total IC 20.52 = 0.729 (R/T)

**C. PAYMENT CALCULATION:**

**1. Site Impervious Cover Component:**

\$32,000 x (A1)		= \$	
\$18,000 x (A2)		= \$	
\$11,000 x (A3)		= \$	
\$8,000 x (A4)		= \$	
\$6,000 x (A5)		= \$	

Impervious Cover Component Subtotal (ICCS) = \$

Annual Adjustment Factor (E) =

ICCS x E = \$ (Fee 1)

If subject property drains to a proposed or existing Regional Water Quality facility, then City Portion is:  
City Portion = (R/T) x (FEE 1) x 0.75 = \$ (CP1);  
Otherwise CP1=0

**2. Building Component:** \$0.10 x (B) (sf) = \$ (FEE 2)  
[Note: City Portion = \$0.00]

**3. Site Area Component:**

**Commercial/Multifamily Site:** \$6,000 x (C) (ac.) = \$ (FEE 3)

**Single Family or Duplex Site:** \$4,000 x (C) (ac.) = \$ (FEE 3)

If subject property drains to a proposed or existing Regional Water Quality facility, then City Portion is:  
City Portion = (R/T) x (FEE 3) x 0.75 = \$ (CP3);  
Otherwise CP3=0.

**4. Payment Amounts:**

TOTAL FEE = (FEE 1) \_\_\_\_\_ + (FEE 2) \_\_\_\_\_ + (FEE 3) \_\_\_\_\_ = \$ \_\_\_\_\_  
CITY PORTION = (CP1) \_\_\_\_\_ + (CP3) \_\_\_\_\_ = \$ \_\_\_\_\_  
APPLICANT FEE = (TOTAL FEE) \_\_\_\_\_ - (CITY PORTION) \_\_\_\_\_ = \$ \_\_\_\_\_

**D. COST RECOVERY:**

Construction Cost = \$ \_\_\_\_\_ (attach an itemized Engineer's estimate of cost)

City Portion = (R/T) \_\_\_\_\_ x (Cost) \_\_\_\_\_ x 0.75 = \$ \_\_\_\_\_

Applicant Portion = (Cost) \_\_\_\_\_ - (City Portion) \_\_\_\_\_ = \$ \_\_\_\_\_

**E. AUTHORIZATION:**

Owner/Agent Kelly Foul Date 9/10/19

Reviewed by \_\_\_\_\_ Date \_\_\_\_\_  
For the Director of the Watershed Protection and Development Review Department



**INSTRUCTIONS FOR COMPLETING  
REQUEST FOR FEE IN LIEU OF WATER  
QUALITY CONTROLS IN THE URBAN WATERSHEDS**

**PART A. OWNER/AGENT INFORMATION:**

Provide the name of the owner or agent for the project, name of company, and telephone and fax number.

**PART B. PROJECT INFORMATION:**

Provide the name of the project, location or address, site development or site plan number, and the name of the case manager in the Watershed Protection and Development Review Department.

Provide the area of impervious cover in acres that is considered redevelopment - i.e. the amount of impervious cover being constructed by this project in areas which currently have impervious cover. Provide the area of impervious cover in acres that is considered new - i.e. the amount of impervious cover being constructed by this project in areas which currently do not have impervious cover. Impervious cover shall be measured to the nearest 0.01 acre.

Calculate the total impervious cover by summing the two figures determined above.

Calculate the ratio of redeveloped impervious cover to total impervious cover in this project by dividing the redevelopment impervious cover by the total impervious cover. This ratio is called R/T on the form. If R/T is zero (0), the project is not considered redevelopment and the City will not pay a portion of the fee in lieu of water quality controls or a portion of the Cost Recovery if water quality controls are built on-site.

**PART C. PAYMENT CALCULATION:**

**1. Site Impervious Cover Component:** Calculate the portion of the payment related to site impervious cover. The total impervious cover being constructed by this project should be divided into the following increments:

Area of IC 1 (A1) = 0 to 1.00 acres  
Area of IC 2 (A2) = 1.01 to 2.00 acres  
Area of IC 3 (A3) = 2.01 to 10.00 acres  
Area of IC 4 (A4) = 10.01 to 20.00 acres  
Area of IC 5 (A5) = 20.01 acres or greater

Insert these areas into the fee formula and calculate the individual parts of the fee and then sum these to calculate the unadjusted total fee associated with site impervious cover – Impervious Cover Component Subtotal (ICCS).

Calculate FEE 1 by multiplying the ICCS by the construction cost adjustment factor (E). The construction cost adjustment factor must be calculated annually using the Engineering News Record (ENR) 20 city average Construction Cost index with the base index being the ENR construction cost index of October 2002 (6597). For each fiscal year, the construction cost adjustment factor shall be recalculated in October as the ratio of the then current September ENR Construction Cost index divided by the October 2002 Construction Cost index. This new construction cost adjustment factor shall be applied to all fees collected during that fiscal year.

If the site drains to a proposed or existing Regional Water Quality Facility, the applicant qualifies for a 75% Cost Recovery of the fee. Calculate the City's portion of this component of the fee by multiplying FEE 1 by the ratio R/T and by 0.75 (0.75 is the cost share ratio established by City Council for water quality controls associated with redevelopment in the Urban Watersheds).

**2. Building Component.** Calculate the portion of the payment related to building size. Determine the gross square footage of the building, excluding the area of the first or ground floor (B). Subgrade floors (basement floors) shall be included. Multiply this by \$0.10 per square foot to determine this portion of the payment (FEE 2). The City does not pay a proportionate share of the fee associated with multi-story buildings.

**3. Site Area Component.** Calculate the portion of the payment related to size of the site area being developed or redeveloped. Determine the area of the site in acres which is within the limits of construction for the project (C). To calculate the portion of the payment associated with the site area, multiply the site area by \$6,000 for commercial or multifamily development or \$4,000 for single family and duplex development (FEE 3).

If the site drains to a proposed or existing Regional Water Quality Facility, the applicant qualifies for a 75% Cost Recovery of the fee. Calculate the City's portion of this part of the fee by multiplying FEE 3 by the ratio R/T and by 0.75 (0.75 is the cost share ratio established by City Council for water quality controls associated with redevelopment in the Urban Watersheds).

**4. Payment Amounts.** Calculate the total fees owed by the applicant and the City. The total fee is calculated by summing the individual portions of the fee calculated under 1, 2 and 3 above (= FEE 1 + FEE 2 + FEE 3).. The City's portion of the fee payment is calculated by adding the City's portion calculated under 1 and 2 above (= City Portion FEE CP1 + City Portion FEE CP3). The applicant's share of the fee payment is calculated by subtracting the City's portion from the total fee.

#### **PART D. COST RECOVERY FOR ON-SITE CONTROLS**

This portion of the form shall be used if the applicant proposes or the City requires construction of water quality control on-site and the site is undergoing redevelopment. (See ECM 1.9.2 for criteria for Cost Recovery)

Provide the engineer's estimate of the cost of constructing the water quality control, excluding the cost of land. A detailed estimate of costs shall be attached to the form and sealed by the engineer. The Cost Recovery payment is calculated by multiplying the construction cost by the ratio R/T and 0.75.

Upon completion of construction at the site, the owner or agent shall notify the Environmental Site Inspector that the water quality control is complete. In addition, the engineer's concurrence letter shall be provided which includes a statement that the water quality control has been built in accordance with approved plans.

The City shall inspect the control to ensure that it is built in compliance with the approved plans and is operating properly. If deficiencies are noted during this inspection, the City shall notify the Owner in writing within 30 days of the specific deficiencies. The owner shall remedy any such deficiencies and notify Environmental Site Inspector that the controls are ready for reinspection. When the controls are determined by the City to be in conformance with the approved plans, the City shall issue a check to the owner for the approved amount.

#### **PART E. AUTHORIZATION**

The owner or agent for the project must sign and date the Request Form. Upon review and approval of the fee payment or cost recovery amount, the Director of the Watershed Protection and Development Review Department or his designee will sign and date the form indicating approval of the proposed fee. A copy of the approved form will be given to the fiscal staff for processing.



Activity ID	Activity Name	Dur	Start	Finish	2020														2021		
					N	D	J	F	M	Apr	M	J	Jul	A	S	Oct	N	D	Jan	F	M
Austin FC Stadium at McKalla Place																					
Construction																					
Summary																					
Milestone Schedule																					
MS810	Pond Wall Construction Complete	0		06/26/20																	
MS820	Pond Planting and Vegetation Complete	0		01/12/21																	
MS830	Pond Closeout / Environmental Acceptance Inspection Complete by COA	0		03/19/21																	
Schedule Impacts																					
Pond Wall Structure																					
A2633120	RFI 118 Pond Wall Footing Elevation Clarification	4	11/25/19 A	12/02/19 A	■																
A2633090	Pond Wall Rebar Shop Drawings - R&R	4	11/26/19 A	12/03/19 A	■																
A2633140	F2 C80 Sheet Discovered	1	12/04/19 A	12/04/19 A	■																
A2633150	Pond Wall Redesign	12	12/05/19 A	12/19/19 A	■																
A2633130	RFI 118R1 Pond Wall Footing Elevation Clarification	23	12/06/19 A	01/06/20 A	■	■															
A2633510	RFI 118R2 Pond Wall Piers and Grade Beam Transition	1	01/07/20 A	01/07/20 A																	
A2633190	Pond Wall Pier Rebar Shops	7	01/08/20 A	01/17/20 A		■															
A2633630	RFI 242 Pond Wall Footing Step Adjustment	4	01/20/20 A	01/24/20 A		■															
A2633550	Pond Wall Rebar Shop Drawing Review / Approval	3	01/20/20 A	01/23/20 A		■															
A2633200	Pond Wall Pier Rebar Fabrication	3	01/24/20 A	01/29/20 A		■															
A2633660	Pond Wall Formwork Shop Drawing Development	5	02/11/20 A	02/15/20 A			■														
A2633670	Pond Wall Formwork Shop Drawing Review	5	02/17/20 A	02/21/20 A			■														
Enabling/Civil																					
Stormwater Retention Pond																					
A24670	Resume Excavation for Pond and Footings	26	02/14/20 A	03/14/20 A			■														
A24620	Excavate Stormwater Retention Pond	23	09/23/19 A	10/18/19 A																	
A24640	Retaining Wall Piers	12	03/16/20	03/28/20				■													
A24650	Retaining Wall Grade Beam	12	03/23/20	04/04/20				■													
A2635010	Retaining Wall Grade Beam	12	04/06/20	04/18/20				■													
A26330	Retaining Wall Along East Buildings FRP	24	04/06/20	05/02/20				■	■												
A2634580	Remaining Pond Wall FRP	24	05/04/20	06/01/20					■												
A24660	Retaining Wall Utilities	10	06/02/20	06/12/20					■												
A24680	Retaining Wall Backfill	12	06/13/20	06/26/20						■											
Landscape Hardscape																					
East Landscape / Hardscape																					
A2632680	Site Electrical Rough	12	08/22/20	09/04/20									■								
A2632720	Parking and Drive Base	12	10/10/20	10/23/20										■							
A2632670	Irrigation Rough / Tree Drainage	12	10/24/20	11/06/20											■						
A2632690	Fine Grading	10	11/07/20	11/18/20												■					
A2632700	Site Walls	12	11/07/20	11/20/20												■					
A2632710	Curbs and Drives	12	11/19/20	12/04/20													■				
A2632740	Pavement / Sidewalks	12	12/05/20	12/18/20														■			
A2632750	Planting / Irrigation Trim	12	12/19/20	01/05/21															■		
A2632930	Fencing	5	12/19/20	12/26/20															■		
A2632760	Site Accessories	6	01/06/21	01/12/21																■	



**Austin Commercial**  
An Austin Industries Company

## Austin FC Stadium at McKalla Place Pond Wall Schedule

Data Date: 03/14/20  
Run Date: 03/26/20  
File: Austin FC - 3.13.20  
Run By: mhuemmer

**An Austin Industries Company**

### Biofiltration Pond Cost

**Date:** 31-May-22

Time:

[illegible]



## Joe Thompson

---

**From:** Will Lyons <will.lyons@rangerexcavating.com>  
**Sent:** Monday, September 30, 2019 4:12 PM  
**To:** Joe Thompson  
**Subject:** [EXT] RE: Austin FC Pond Cost

The value of the pond is \$267,000

---

**From:** Joe Thompson <jthompson@Austin-Ind.com>  
**Sent:** Monday, September 30, 2019 3:14 PM  
**To:** Will Lyons <will.lyons@rangerexcavating.com>  
**Subject:** RE: Austin FC Pond Cost

Will,

I need your help on this quickly. This is one of the last items currently holding up the issuance of the F2 Site Development Permit.

How quickly can you provide?

Thanks,



**Joe Thompson | Senior Project Manager**

**AUSTIN COMMERCIAL**  
1301 S. Mopac Expwy, Suite 300, Austin, Texas 78746  
512.306.9880 x29034 (O) | 512.626.5526 (M)  
[www.austin-ind.com](http://www.austin-ind.com)

---

**From:** Joe Thompson  
**Sent:** Friday, September 27, 2019 12:24 AM  
**To:** Will Lyons <[will.lyons@rangerexcavating.com](mailto:will.lyons@rangerexcavating.com)>  
**Subject:** Austin FC Pond Cost

Will,

Can you provide with an accounting breakout for the excavation of the pond itself? The Owner has the potential of recovering some portion of the total pond cost from the City and has asked us to provide the cost.

Thanks,



**Joe Thompson | Senior Project Manager**

**AUSTIN COMMERCIAL**  
1301 S. Mopac Expwy, Suite 300, Austin, Texas 78746

**19060 FC AUSTIN- PACKAGE #3 UTILITIES- 50%CD**

9/20/2019

DESCRIPTION	QTY	UNITS	BID TOTAL
-------------	-----	-------	--------------

**PUBLIC STORM SEWER- 2A**

9X4 BOX CULVERT (8-10)	424	LF	
9X4 BOX CULVERT (10-12)	21	LF	
8X4 BOX CULVERT (8-10)	470	LF	
7X4 BOX CULVERT (8-10)	149	LF	
60" CLASS 3 RCP (8-10)	210	LF	
60" CLASS 3 RCP (10-12)	100	LF	
60" CLASS 3 RCP (12-14)	38	LF	
48" CLASS 3 RCP (12-14)	190	LF	
42" CLASS 3 RCP (10-12)	55	LF	
42" CLASS 3 RCP (12-14)	325	LF	
30" CLASS 3 RCP (10-12)	9	LF	
18" CLASS 3 RCP (10-12)	24	LF	
6' SS MANHOLE	2	EA	
8' SS MANHOLE	1	EA	
10X10 JUNCTION BOX	2	EA	
6X12 JUNCTION BOX	1	EA	
12X12 JUNCTION BOX	1	EA	
4' AREA INLET	3	EA	
8X4 HEADWALL	1	EA	
ROCK RIP RAP	15	CY	
POTHOLE	1	LS	
TRENCH SAFETY	2,015	LF	

Public Storm -  
Tie-in to Pond

**PUBLIC STORM SEWER- 2A**

\$ 1,333,315.00

**PUBLIC STORM SEWER - 2B**

42" CLASS 3 RCP (8-10)	120	LF	
42" CLASS 3 RCP (10-12)	70	LF	
36" CLASS 3 RCP (8-10)	30	LF	
36" CLASS 3 RCP (10-12)	50	LF	
36" CLASS 3 RCP (12-14)	100	LF	
36" CLASS 3 RCP (14-16)	18	LF	
18" CLASS 3 RCP	24	LF	
5' SS MANHOLE	2	EA	
6' SS MANHOLE	1	EA	
4X4 AREA INLET	2	EA	
POTHOLE EXISTING UTILITIES	1	LS	
TRENCH SAFETY	412.00	LF	

Public Storm -  
Cypress to Tie-in

**PUBLIC STORM SEWER - 2B**

\$ 126,900.00

**DETENTION POND- PER CIVIL PLANS**

7X4 BOX CULVERT	50	LF	
8X4 BOX CULVERT	85	LF	
DOUBLE BOX CULVERT HEADWALL	1	EA	
7X4 BOX CULVERT HEADWALL	1	EA	
CONCRETE LEVEL SPREADER	130	SF	
6" PERFORATED PVC	730	LF	
8" PERFORATED PVC	115	LF	
8" SCH 40 PVC	285	LF	
6" CLEANOUT	30	EA	
8" CLEANOUT	17	EA	
POND WET WELL AND PUMPS (ELECTRIC EXCLUDED) 2EA PUMPS	1	EA	
VALVE VAULT FOR WET WELL	1	EA	
2' ROCK SPREADER BERM	135	LF	
12" GRAVEL LAYER	640	TN	
12" TO 18" BIOFILTRATION MEDIA	480	CY	
FILTER FABRIC	2,870	SY	

**DETENTION POND- PER CIVIL PLANS**

\$ 465,000.00





P.O. Box 1057  
Round Rock, TX 78680  
(512) 244-0600  
Fax (512) 244-6085

19060 FC AUSTIN POND WALL

REVISION 03

2/3/2020

DESCRIPTION	QTY	UNITS	LABOR	EQUIP	MATERIAL	SUB	TOTAL
-------------	-----	-------	-------	-------	----------	-----	-------

**COST OF POND RETAINING WALL ABOVE ELEVATION 746.00 \*\*\***

EXCAVATION AND BACKFILL	1	LS	\$ 60,990.00	\$ 56,195.00	\$ 21,655.00	\$ 27,915.00	\$ 166,755.00
RETAINING WALL	528	CY	\$ 180,315.00	\$ 158,310.00	\$ 186,835.00	\$ 10,255.00	\$ 535,715.00
<b>SUBTOTAL COST OF POND RETAINING WALL ABOVE ELEVATION 746.00</b>							<b>\$ 702,470.00</b>

**COST OF POND RETAINING WALL BELOW ELEVATION 746.00 \*\*\***

EXCAVATION AND BACKFILL	1	LS	\$ 15,010.00	\$ 14,175.00	\$ 5,420.00	\$ 7,085.00	\$ 41,690.00
PIERS	444	VF	\$ 57,500.00	\$ 74,000.00	\$ 106,195.00	\$ 110,000.00	\$ 347,695.00
GRADE BEAM AND PIER CAP	484	CY	\$ 68,000.00	\$ 66,505.00	\$ 117,840.00	\$ 21,000.00	\$ 273,345.00
RETAINING WALL	320	CY	\$ 107,185.00	\$ 94,190.00	\$ 113,680.00	\$ 9,745.00	\$ 324,800.00
<b>SUBTOTAL COST OF POND RETAINING WALL BELOW ELEVATION 746.00</b>							<b>\$ 987,530.00</b>

TOTAL \$ 1,690,000.00

TAX COST	1	LS			\$ 551,625.00		\$ 45,510.00
----------	---	----	--	--	---------------	--	--------------

PIER SIZE	ADD	DEDUCT	CASING
72IN	\$ 670.00	\$ 275.00	\$ 120.00

**NOTES AND EXCLUSIONS:**

1. TESTING IS EXCLUDED
  2. PROFESSIONAL LIABILITY AND POLLUTION LIABILITY INSURANCE IS EXCLUDED
  3. EXCLUDES ALL SITE DEVELOPMENT FEES, TAP FEES, TURP FEES, TESTING, AND INSPECTIONS
  4. DETENTION POND PIPING AND FILTERS ARE EXCLUDED
  5. CLAY CAP IS EXCLUDED
  6. GROUT FILLING OF EXISTING UTILITY LINES TO BE ABANDONED IS EXCLUDED
  7. TEMPORARY FENCE IS EXCLUDED. PLEASE ADVISE IF YOU NEED PRICING.
  8. BUILDING CONCRETE IS EXCLUDED
  9. TAX IS EXCLUDED
  10. RPLS SURVEYING AND LAYOUT IS EXCLUDED
  11. HAZARDOUS MATERIAL REMOVAL/ABATEMENT IF ANY IS EXCLUDED
  12. HAUL-OFF OF OTHER TRADES SPOILS IS EXCLUDED
  13. MASS STRUCTURAL EXCAVATION IS SPECIFICALLY EXCLUDED
  14. EXCAVATION AND FINE GRADING FOR LANDSCAPING IS EXCLUDED
  15. FENCING, GUARD/HANDRAILS, SLEEVES AND CORING ARE EXCLUDED
  16. RAINWATER HARVESTING TANKS AND APPARATUS ARE EXCLUDED
  17. WATERPROOFING IS EXCLUDED
  18. TEMP SHORING OR BRACING OF ANY KIND IS EXCLUDED
  19. DEWATERING IS SPECIFICALLY EXCLUDED
  20. ALL LANDSCAPING, IRRIGATION AND SLEEVES ARE EXCLUDED
  21. CONCRETE FOR DRY UTILITIES IS EXCLUDED
  22. SOIL COVER/ FILTER MEDIA IS EXCLUDED
  23. BONDS ARE EXCLUDED
  24. HARDSCAPE FOOTINGS ARE EXCLUDED
  25. ROCK RETAINING WALLS ARE EXCLUDED
  26. CRANE FOUNDATIONS AND PADS ARE EXCLUDED
  27. DECOMPOSED GRANITE AND WASHED 57 GRAVEL IS EXCLUDED
  28. ALL CONCRETE AT CONCOURSE AND BASEMENT IS EXCLUDED
  29. CISTERNS AND CISTERN PADS ARE EXCLUDED
  30. BOMANITE SYSTEM AND STAMPING IS EXCLUDED
  31. LIME AND CEMENT STABILIZATION IS EXCLUDED
  32. SEALANTS IS EXCLUDED
  33. ANY AND ALL HAZARDOUS EXCAVATION IS SPECIFICALLY EXCLUDED
  34. FENCING AND SIGN FOOTINGS IS EXCLUDED
  35. TOPSOIL RE-SPREAD AND IMPORT IS EXCLUDED
  36. WORK DIRECTLY ON RAIL ROAD AND IN RAIL ROAD ROW IS EXCLUDED
  37. TEMPORARY AND PERMANENT EROSION CONTROL IS EXCLUDED
  38. TREE WELLS, ROOT BARRIER, GEOTEXTILE, BENTONITE IS EXCLUDED
  39. OVER EXCAVATION AND RECOMPACTION OF EXISTING
  40. REMOVAL OF TIRES OR ANYTHING ELSE NOT SHOWN ON PLANS OR LISTED ABOVE IS EXCLUDED
  41. BIM FOR OUR WORK AND ALL OTHERS IS EXCLUDED.
  42. ACCESS INTO THE POND FOR DRILL RIGS AND READY-MIX TRUCKS IS EXCLUDED
  43. CMU AND CMU CONCRETE FOOTING IS EXCLUDED
  44. WHITE CEMENT MIX IS EXCLUDED
  45. TOP CAST SURFACE RETARDANT USED FOR THE FINISH ON THE COLOR CONCRETE
  46. PAVING PER GEOTECHNICAL REPORT
  47. LIGHT POLE BASES AT AMPHITHEATER AND SIDEWALK IS EXCLUDED
  48. FORMLINER OR BOARD FORM FINISH IS EXCLUDED
- \*\*\* PER ROUGH GRADE ESTABLISHED ON A SAFETY SLOPE FROM THE HEEL OF THE FOOTING BY OTHERS



## Landscape Construction - Pond Planting Value

Project Name: FC Austin Stadium  
Client: Austin Commercial  
Landscape Architect: TBG Partners

George Lindenberg  
Managing Principal  
Clean Scapes, LP  
512-206-6171

Date: 06/16/2020

george@cleanscapes.net

### Softscape and Irrigation

Quantity	Units	Description	Unit Price	Line Total
<b>Filtration Basin:</b>				
160	EA	AI - Milkweed - Asclepias incarnata, 1Gal @ 18" O.C.	\$ 8.80	\$ 1,407.48
160	EA	CL - Inland Sea Oats - Chasmanthium latifolium, 1Gal @ 30" O.C.	\$ 5.95	\$ 952.76
160	EA	CP - Meadow Sedge - Carex praticola, 1Gal @ 18" O.C.	\$ 15.26	\$ 2,440.82
160	EA	EC - Purple Coneflower - Echinacea, 1Gal @ 18" O.C.	\$ 5.95	\$ 952.76
160	EA	HM - Maximillian Sunflower - Helianthus maximiliani, 1Gal @ 18" O.C.	\$ 7.79	\$ 1,246.38
160	EA	MC - Gulf Muhly - Muhlenbergia capillaris, 1Gal @ 24" O.C.	\$ 5.95	\$ 952.76
160	EA	ML - Big Muhly - Muhlenbergia lindheimeri, 1Gal @ 24" O.C.	\$ 12.48	\$ 1,997.03
160	EA	PV - Switchgrass - Panicum virgatum, 1Gal @ 36" O.C.	\$ 5.95	\$ 952.76
160	EA	RD - Black Eyed Susan - Rudbeckia spp, 1Gal @ 18" O.C.	\$ 7.79	\$ 1,246.40
160	EA	RH - Pigeonberry - Rivinia humilis, 1Gal @ 18" O.C.	\$ 15.26	\$ 2,440.82
160	EA	SD - Goldenrod - Solidago, 1Gal @ 18" O.C.	\$ 7.79	\$ 1,246.38
<b>Sedimentation Basin:</b>				
60	EA	AI - Milkweed - Asclepias incarnata, 1Gal @ 18" O.C.	\$ 8.80	\$ 527.81
3	Pallets	Sod - Buffalo Sod	\$ 426.71	\$ 1,280.13
60	EA	CP - Meadow Sedge - Carex praticola, 1Gal @ 18" O.C.	\$ 15.26	\$ 915.31
60	EA	EC - Purple Coneflower - Echinacea, 1Gal @ 18" O.C.	\$ 5.95	\$ 357.28
60	EA	HM - Maximillian Sunflower - Helianthus maximiliani, 1Gal @ 18" O.C.	\$ 7.79	\$ 467.39
60	EA	MC - Gulf Muhly - Muhlenbergia capillaris, 1Gal @ 24" O.C.	\$ 5.95	\$ 357.28
60	EA	PV - Switchgrass - Panicum virgatum, 1Gal @ 36" O.C.	\$ 5.95	\$ 357.28
60	EA	RD - Black Eyed Susan - Rudbeckia spp, 1Gal @ 18" O.C.	\$ 7.79	\$ 467.39
60	EA	RH - Pigeonberry - Rivinia humilis, 1Gal @ 18" O.C.	\$ 15.26	\$ 915.31
60	EA	SG - Autumn Sage - Salvia greggii, 1Gal @ 18" O.C.	\$ 15.64	\$ 938.40
<b>Filtration and Sedimentation Basin Irrigation:</b>				
1	LS	Drip Irrigation installation	\$ 16,159.50	\$ 16,159.50
<b>Total:</b>				<b>\$ 38,579.41</b>

### Notes

#### Plan Reference:

Drawings by TBG Partners, Dated 09/25/2019

#### General Notes:

Project is priced tax exempt

We're pricing quantities provided on Sheet F2 L.06

Soils are excluded

POTENTIAL CHANGE ORDER DETAIL (BLUESHEET)

<b>COMPANY:</b>		AUSTIN COMMERCIAL, LP										<b>OCIP/ACIP</b>		Y	
<b>PROJECT NAME:</b>		AUSTIN FC STADIUM AT MCKALLA PLACE										<b>Project No:</b>		1905	
<b>DATE:</b>		5/13/2022										<b>PC No.</b>		XXX	
<b>DESCRIPTION OF CHANGE:</b>		Biofiltration Pond Rehabilitation - REV 1													
<b>EXTENDED BY:</b>		MJW										<b>CHECKED BY:</b>		MJW	

CONSTRUCTION ESTIMATE					DISTRIBUTION OF ITEMIZED COSTS										TOTAL				
ITEM	SUB NAME	DESCRIPTION	QUANTITY	UNIT	UNIT COST	SUBTOTAL	LABOR BURDEN	TOTAL	UNIT COST	SUBTOTAL	SUBCONTRACTOR	TOTAL	UNIT COST	SUBTOTAL	TOTAL	TOTAL			
1	Chasco Constructors	Biofiltration Pond per Civil Plans	1	LS									\$	214,550.00	\$	214,550.00	\$	214,550.00	
2																			
3	Clean Scapes	Softscape and Irrigation - Biofiltration Area Only	1	LS									\$	110,677.00	\$	110,677.00	\$	110,677.00	
4	Clean Scapes	Softscape and Irrigation - Outside of Biofiltration Area Only	1	LS									\$	52,941.00	\$	52,941.00	\$	52,941.00	
5	Clean Scapes	Leave Spreading Spikerush and Sod in area marked "as is"	1	LS									\$	(5,600.00)	\$	(5,600.00)	\$	(5,600.00)	
6																			
7	Austin Commercial	Supervision (2 Weeks)	80	HR	\$	-	\$	-	\$	-	\$	-	\$	151.30	\$	12,104.00	\$	12,104.00	
8	Austin Commercial	Clean up	48	HR	\$	-	\$	-	\$	-	\$	-	\$	40.00	\$	1,920.00	\$	1,920.00	
9	Austin Commercial	Dumpsters (Drop Off & One Pull	2	EA	\$	-	\$	-	\$	-	\$	-	\$	850.00	\$	1,700.00	\$	1,700.00	
10	Austin Commercial	General Conditions (8.22% Based on % GCs vs. Project Budget)	1	LS	\$	-	\$	-	\$	-	\$	-	\$	34,777.00	\$	34,777.00	\$	34,777.00	
11																			
						\$	-	\$	-	\$	-	\$	-			\$	423,069.00	\$	423,069.00



## 19060 FC AUSTIN- DETENTION POND REHABILITATION

5/2/2022

DESCRIPTION	QTY	UNITS	UNIT	BID	TOTAL
<b>DETENTION POND- PER CIVIL PLANS</b>					
MOBILIZATION- EQUIPMENT	1	LS	\$	4,000.00	\$ 4,000.00
DEWATER POND	1	WK	\$	4,000.00	\$ 4,000.00
BYPASS FIELD IRRIGATION	1	LS	\$	8,600.00	\$ 8,600.00
REMOVE BIOFILTRATION	765	CY	\$	28.00	\$ 21,420.00
HAUL-OFF SPOIL	100	LD	\$	215.00	\$ 21,500.00
REMOVE 6" PERFORATED PIPE	785	LF	\$	4.00	\$ 3,140.00
REMOVE 8" SCH 40 PIPE	130	LF	\$	6.00	\$ 780.00
REGRADE DENTION BOTTOM	985	SY	\$	4.00	\$ 3,940.00
REMOVE STACKED FIELD STONE	215	LF	\$	13.00	\$ 2,795.00
INSTALL ROCK GABION	25	CY	\$	660.00	\$ 16,500.00
INSTALL GRAVEL- 10"	550	TN	\$	42.00	\$ 23,100.00
INSTALL RIVER SAND- 8"	440	TN	\$	47.00	\$ 20,680.00
BIOFILTRATION MIX- 10"	NA	CY	\$	-	NA-CLEANSCAPES
FILTER FABRIC-ONE LAYER- HIGHFLOW	1,135	SY	\$	8.00	\$ 9,080.00
6" PERFORATED PVC	785	LF	\$	40.00	\$ 31,400.00
8" PERFORATED PVC	130	LF	\$	47.00	\$ 6,110.00
6" CLEANOUT	30	EA	\$	640.00	\$ 19,200.00
8" CLEANOUT	13	EA	\$	640.00	\$ 8,320.00
CLEANUP WORK AREA	315	SY	\$	19.00	\$ 5,985.00
STAGING AREA	1	EA	\$	4,000.00	\$ 4,000.00
<b>DETENTION POND- PER CIVIL PLANS</b>				<b>\$</b>	<b>214,550.00</b>
<b>Total Site Improvements</b>				<b>\$</b>	<b>214,550.00</b>

### NOTES AND EXCLUSIONS:

1. TESTING IS EXCLUDED
2. DUCT BANK BEDDING, PIPE, STRUCTURES & CONCRETE IS EXCLUDED
3. EXCLUDES ALL SITE DEVELOPMENT FEES, TAP FEES, TURP FEES, TESTING, AND INSPECTIONS
4. ALL WATER METERS ARE EXCLUDED
5. ROCK RIP RAP, CLAY LINER AND GEOMEMBRANE LINER IS EXCLUDED
6. BIOFILTRATION MEDIA IS EXCLUDED
7. TEMPORARY FENCE IS EXCLUDED. PLEASE ADVISE IF YOU NEED PRICING.
- 8. TAX IS EXCLUDED**
9. RPLS SURVEYING AND LAYOUT IS EXCLUDED
10. HAZARDOUS MATERIAL IF ANY IS EXCLUDED
11. HAUL-OFF OF OTHER TRADES SPOILS IS EXCLUDED
12. STRUCTURAL EXCAVATION IS SPECIFICALLY EXCLUDED
13. EXCAVATION AND FINE GRADING LANDSAPING IS EXCLUDED
14. FENCING AND HANDRAILS ARE EXCLUDED
15. RAINWATER HARVESTING TANKS AND APPURTANCES ARE EXCLUDED
16. POND PLANTINGS AND TEMP IRRIGATION IS EXCLUDED
17. TEMP SHORING OR BRACING OF ANY KIND IS EXCLUDED
18. ALL LANDSCAPING , IRRIGATION AND SLEEVES ARE EXCLUDED
19. SOIL COVER/ FILTER MEDIA IS EXCLUDED
20. ALL ELECTRICAL WORK FOR WET WELLS ARE EXCLUDED
21. BONDS ARE EXCLUDED
22. FIELD DRAINAGE AND TURF IS EXCLUDED
23. HARDSCAPE FOTINGS ARE EXCLUDED
24. ROCK RETAILING WALLS ARE EXCLUDED
25. DECOMPOSED GRANITE IS EXCLUDED
26. ALL CONCRETE AT CONCOURSE AND BASEMENT IS EXCLUDED
27. SPECIAL CONCRETE MIXES, COLORS AND STAMPING IS EXCLUDED
28. ANY AND ALL HAZARDOUS EXCAVATION IS SPECIFICALLY EXCLUDED
29. TOPSOIL RE-SPREAD AND IMPORT IS EXCLUDED
30. WORK DIRECTLY ON RAIL ROAD IS EXCLUDED
31. TEMPORARY AND PERMANENT EROSION CONTROL IS EXCLUDED
32. DETENTION POND RETAINING WALL, SPLITTER BOXES AND OUTFALL STRUCTURES ARE EXCLUDED
33. OVER EXCAVATION AND RECOMPACTION OF EXISTING FILL IS EXCLUDED UNLESS NOTED OTHERWISE ON PROPOSAL
34. REMOVAL OF TIRES OR ANYTHING ELSE NOT SHOWN ON PLANS OR LISTED ABOVE IS EXCLUDED
35. BIM COORDNATION WITH AUSTIN COMMERCIAL IS INCLUDED FOR OUR WORK ONLY.
36. STAINED, STAMPED, COLORED, SANDBLASTED OR ANY SPECIALTY FINISH FOR CONCRETE SIDEWALK IS EXCLUDED

## Landscape Construction

Project Name: Austin FC Pond  
Client: Austin Commercial  
Landscape Architect: TBG Partners  
Date: 04/29/2022

George Lindenberg  
Managing Principal  
Clean Scapes Landscaping  
512-206-6171  
[george@cleanscapes.net](mailto:george@cleanscapes.net)

Softscape and Irrigation - Biofiltration Area Only				
Quantity	Units	Description	Unit Price	Line Total
341	EA	AG - Bushy Bluestem - Andropogon glomeratus, 1Gal, 24"O.C.	\$ 11.84	\$ 4,037.41
1,510	EA	CE - Emory Sage - Carex emoryi, 1Gal, 18"O.C.	\$ 14.63	\$ 22,084.89
271	EA	EP - Spreading Spikerush - Eleocharis palustris, 1Gal, 18"O.C.	\$ 14.63	\$ 3,963.58
718	EA	PV - Switchgrass - Panicum virgatum, 1Gal, 24"O.C.	\$ 11.84	\$ 8,501.05
718	EA	Water Clover - Marsilea macropoda, assume 1Gal, assume 24"O.C.	\$ 14.63	\$ 10,501.29
3	Pallets	Sod - ZSODC - Assume Buffalo	\$ 470.50	\$ 1,411.50
511	CY	Biofiltration Media for planting beds, 10" depth per detail 661-3 / sheet 48 of 93	\$ 117.76	\$ 60,177.10
<b>Total:</b>				<b>\$ 110,676.82</b>

Softscape and Irrigation - Outside of Biofiltration Area Only				
Quantity	Units	Description	Unit Price	Line Total
702	EA	EP - Spreading Spikerush - Eleocharis palustris, 1Gal, 18"O.C.	\$ 14.63	\$ 10,267.28
246	EA	PV - Switchgrass - Panicum virgatum, 1Gal, 24"O.C.	\$ 11.84	\$ 2,912.61
246	EA	Water Clover - Marsilea macropoda, assume 1Gal, assume 24"O.C.	\$ 14.63	\$ 3,597.94
3	Pallets	Sod - ZSODC - Assume Buffalo	\$ 470.50	\$ 1,411.50
60	CY	Media for sod and planting area outside of gabion walls, assume 5" depth	\$ 72.74	\$ 4,364.59
1	LS	Irrigation installation	\$ 30,387.06	\$ 30,387.06
<b>Total:</b>				<b>\$ 52,940.99</b>

### Notes

#### Plan Reference:

Drawings by TBG Partners, Dated 3/16/2022 Rev. 10

#### Softscape and Irrigation Qualifications:

Maintenance during construction is included. Maintenance after substantial completion is not. **Maintenance post completion is via contract with Austin FC.**  
Excavation of planting beds, lawn areas, and aggregate areas and hauloff of spoils is excluded  
Irrigation excludes boring, coring and cutting of existing asphalt and concrete, sleeves, temp irrigation  
Irrigation and plant material warrantied for a period of one year (to the extent there is no damage resulting from water restrictions or improper maintenance)  
Warranty for trees, plants, and turf does not cover death due to lack of water, improper maintenance, vandalism, acts of God, inclement weather, etc.  
All materials below Biofiltration media are excluded.  
All demolition and removal of existing materials are excluded.  
Rock dissipater and gabion wall are excluded.  
Irrigation excludes biofiltration area. Only repairing existing and areas at end of pond.

#### General Notes:

All sales taxes are included in the above pricing

**UNIT PRICE BID FORM**

Section 00300U

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

Solicitation No.:	CLMC{XXX}
Project:	
CIP ID No.:	

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
1	1	LS	Pond Excavation	\$267,000	\$267,000
2	7727	SF	Splitter Boxes at Pond	\$25.00	\$193,175
3	453	LF	Splitter Box Footing at Pond	\$165.00	\$74,745
4	1	LS	Pond Construction	\$465,000	\$465,000
5	1	LS	Public Storm Line	\$1,460,215	\$1,460,215
6	1	LS	Pond Retaining Wall and Footing	\$987,530	\$987,530
7	1	LS	Pond Planting/Landscaping	\$38,579	\$38,579
8	1	LS	Pond Rehabilitation	\$423,069	\$423,069
9	1	LS	GC Markup	\$243,941	\$243,941

<b>BASE BID . . . . .</b>		<b>\$4,153,254</b>
<b>DESIGN FEE</b>	<b>20% of Base Bid</b>	<b>\$830,651</b>
<b>TOTAL</b>		<b>\$4,983,905</b>
(Words)		
Base Bid includes Water Quality Pond and Associated Storm Water Utilities		
(Figures)		

- The "Base Bid" amount must be used in the MBE/WBE Compliance Plan Summary Page. **This Engineering design cost was kept at the original approved amount (\$740,757) with the Appendix T signed 8/27/2020.**
- the Bidder's "TOTAL BID" if allowances and/or

**ALLOWANCES:**

Revised total \$4,153,254 + \$740,757 = \$4,894,011



**Bidding Requirements, Contract Forms and Conditions of the Contract**

Allowance No. 1:		\$
Allowance No. 2:		\$
<b>SUBTOTAL ALLOWANCES</b>		\$

<b>BASE BID PLUS ALLOWANCES:</b>		\$4,153,254
----------------------------------	--	-------------

**ALTERNATES:**

Alternate No. 1:		\$
Alternate No. 2:		\$

<b>TOTAL BID</b>	.....	\$4,153,254
------------------	-------	-------------

In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder. The unit prices shown above will be the unit prices used to tabulate the Bid and used in the Contract, if awarded by the City.

**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. 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.

*Include the following Geotechnical Baseline Acknowledgement section if appropriate; Reflection Survey Report may not be prepared on every project - delete if not applicable; otherwise delete entire section.*

**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.**

**Check Section 00020 to ensure consistency with completion schedule.**

*Be sure to use the same day measurement, i.e. "calendar" or "working", for both substantial completion and final completion.*

*PM should advise Construction Inspector if work start date is not 10 Calendar Days after Notice to Proceed.*

*Delete all brackets.*

**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> <finally> complete construction of the improvements, as required by the Project Manual, Drawings and Addenda for the Work within <days in words> <(figure)> <(Working)> <Calendar> Days.

<If a Substantial Completion date has been specified, the Bidder further agrees to reach Final Completion within <days in words> <(figure)> <Working> <Calendar> Days after

## Bidding Requirements, Contract Forms and Conditions of the Contract

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> <finally> 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.

*Complete the following and delete all brackets.*

**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 <Working> <Calendar> Day the Work or any portion thereof, remains incomplete after the <Substantial> <Final> Completion date as established by the above paragraph, "Time of Completion", payment will be due to the Owner in the amount of <words> dollars (\$<figures>) per <Working> <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 <Working> <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 <words> dollars (\$<figure>) per <Working> <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		Received	
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 the Section 00020 Invitation for Bids, the Section 00100 Instructions to Bidders, and all other requirements applicable to the bidding process provided in the Bid and Contract Documents.

Bidder will initial each of the blanks set forth below to represent and certify that the Bidder has completed, executed, and enclosed the corresponding supplemental Bid Documents with the Bid.

\_\_\_\_ 00425A Insurance Cost Form (*ROCIP projects only*)  
\_\_\_\_ 00440 Affidavit - Prohibited Activities (*must be signed and notarized*)  
\_\_\_\_ 00475 Nonresident Bidder Provisions  
\_\_\_\_ 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, acknowledges that they have received and read the entire solicitation document packet sections defined in the solicitation including all revisions, addenda and documents incorporated by reference, and agree to be bound by the terms therein.**

**Bidding Requirements, Contract Forms and Conditions of the Contract**

\_\_\_\_\_  
Corporate Secretary, \*if Bidder is a Corporation

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Email for Secretary

\_\_\_\_\_  
Authorized Signature/Print Name

(Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number      /      FAX Number

\_\_\_\_\_  
Email for Person Signing Bid

\_\_\_\_\_  
Email for Bidder's Primary Contact Person

**EXAMPLE: BID PRICES SUBMITTED BY COMPUTER PRINTOUT**

Project Name:					
CIP ID #:					
IFB #:					
Bid Item #	Bid Item Description	Unit	Qty	Unit Bid Price	Total Amount
Total					
Proposal: (YOUR FIRM'S NAME) certifies that the unit prices shown on this completed computer printout for all of the Bid items and the alternates contained in this proposal are the unit prices intended and that its Bid will be tabulated using these unit prices and no other information from this printout. (YOUR FIRM'S NAME) acknowledges and agrees that the total Bid amount shown will be read as its total Bid. In the event of a mathematical error, the correct product, determined by using the "Unit Price" and "Quantity", and the correct sum, determined by totaling the correct line item Amounts, will prevail over the amount entered by the Bidder.					
Signed: _____					
Title: _____			Date: _____		

**END**