



City Council Agenda Item Report

June 18, 2013

Agenda Item No.

Contact – Stanley Fees, P.E., CFM, City Engineer 312-0084

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Andrew Czimsky, Parks Director 312-0084

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SUBJECT: Deliberation and possible action on awarding the bid for construction of the Jackson Tyler Norris Memorial Skate Park project and authorizing the City Manager to execute the contract.

1. BACKGROUND/HISTORY

The City of Buda hired the firm ASD to begin design on the Jackson Tyler Norris Memorial Skate Park in June 2012. The design was completed and bids were opened January 11, 2013.

The City received one bid for the project and the bid was over budget. The City rejected the bid.

2. FINDINGS/CURRENT ACTIVITY

The project was re-advertised for bids and bids were opened on April 19, 2013. A total of 3 bids were received. The base bids were from Joe-Brown Construction (\$307,205.70), Fazzone Construction (\$427,453.75), and Stewart Builders (\$511,519.64).

The base bid included excavating the skate park pad and placing select fill to finish grade, erosion controls, storm sewer, inlets and detention pond, skate park sign and the skate park.

The project also included several Alternate Bid Items. These are listed below.

Bid Alternate 1 - Secondary Entry,

Bid Alternate 2 - Bike rack and concrete pad,

Bid Alternate 3 - Prefabricated restroom foundation and plumbing stubouts, 6" wastewater service and 2" water service.

Bid Alternate 4 - Main Park Sign

Bid Alternate 5 - Skate Park Site and Restroom Lighting

Bid Alternate 6 - Perimeter Fence

Bid Alternate 7 - Skate Park Planting & Irrigation

Bid Alternate 8 - Site Planting & Irrigation

Bid Alternate 9 - Memorial Sculpture

The Bid Tabulation sheet also listed the Parking Lot & Driveway (Flexible Pavement), Parking Lot & Driveway (Rigid Pavement), Memorial Garden Amenities and the Sandblasting of Skate Park Logo & Name as bid alternates.

The total of the base bids and the alternate bid items are Joe-Brown Construction (\$580,769.24), Fazzone Construction (\$947,904.35), and Stewart Builders (\$750,302.89). Staff has reviewed the bids and determined the total bids are all over budget.

A copy of the bid tabulation is attached for your use.

Staff has held several meetings to look at options to bring the project into a workable budget.

Staff is presenting for consideration an option to bring the project under budget by having Public Works excavate the skate park pad and place select fill to finish grade, install erosion controls, storm sewer, inlets and detention pond. Public Works would also construct the bike rack and concrete pad, restroom utilizing the abandoned Nextel building at the S. Loop 4 water tower and relocate the water tower fence to provide access to the building, the 6" wastewater service and 2" water service and the sidewalk to access the building from the parking lot.

The scope for Joe Brown Construction would be reduced to build the skate park, the perimeter fence, Skate Park Planting & Irrigation, Site Planting & Irrigation, and Memorial Garden Amenities. The number of plants listed in the Skate Park Planting and the Site Planting are being reduced to bring the project into budget. The Memorial Garden is proposed to be reconfigured to a rectangular configuration. A copy of the proposed Memorial Garden layout is attached.

The Parks Department would construct the main park sign, skate park sign, and Restroom Lighting.

These costs are broken out on the attached spreadsheet.

3. FINANCIAL IMPACT

Awarding the bid as listed above using Joe Brown Construction, Public Works and the Parks Department, the costs for the project would be as follows:

Joe Brown Construction	\$ 226,247.45
Public Works	\$ 91,328.70
Parks Department	\$ 7,500.00

Stantec Bidding Services Invoice	\$ 1,907.50
Stantec Construction Administration	\$ 5,092.50
Construction Survey	\$ 1,000.00
<u>Total Project</u>	<u>\$ 333,076.15</u>

Budgeted Amount	\$ 333,083.00
Amount (over)/under	\$ 6.85

The City has \$333,083.00 budgeted for this project.

Joe Brown Construction has been contacted about the reduced scope of the project for his company and is willing to accept a contract in the amount of \$226,247.45 for construction of the skate park, the perimeter fence (Bid Alternate 6), Skate Park Planting & Irrigation (Bid Alternate 7), Site Planting & Irrigation Bid Alternate 8), and the Memorial Garden Amenities.

4. ACTION OPTIONS/RECOMMENDATION

Staff is requesting the City Council consider awarding the bid for construction of the Jackson Tyler Norris Memorial Skate Park project and authorizing the City Manager to execute the contract.

BID ITEM	Quantity	Unit	Joe-Brown Construction LLC		Fazzone Construction		Stewart Builders	
			Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Skatepark pad excavation	9535	CY	\$ 4.40	\$ 41,954.00	\$ 0.44	\$ 4,195.40	\$ 11.00	\$ 104,885.00
Skatepark pad select fill to finish base grade	2648	CY	\$ 22.00	\$ 58,256.00	\$ 63.14	\$ 167,194.72	\$ 44.00	\$ 116,512.00
Stabilized Construction Entrance	1	EA	\$ 1,320.00	\$ 1,320.00	\$ 1,683.61	\$ 1,683.61	\$ 1,620.00	\$ 1,620.00
Silt Fence	251	LF	\$ 2.75	\$ 690.25	\$ 3.09	\$ 775.59	\$ 2.70	\$ 677.70
1.5' x 1.5' Grate Inlet	2	EA	\$ 1,320.00	\$ 2,640.00	\$ 2,595.56	\$ 5,191.12	\$ 1,025.00	\$ 2,050.00
8" PVC - SDR-35 Storm Drain	94	LF	\$ 96.80	\$ 9,099.20	\$ 49.25	\$ 4,629.50	\$ 55.00	\$ 5,170.00
8" Sloped Headwall	1	EA	\$ 825.00	\$ 825.00	\$ 1,753.76	\$ 1,753.76	\$ 4,100.00	\$ 4,100.00
6" PVC - SDR-35 Storm Drain	16	LF	\$ 110.00	\$ 1,760.00	\$ 42.09	\$ 673.44	\$ 41.00	\$ 656.00
6" Sloped Headwall	2	EA	\$ 825.00	\$ 1,650.00	\$ 1,613.46	\$ 3,226.92	\$ 4,100.00	\$ 8,200.00
skate park sign	1	EA	\$ 4,025.00	\$ 4,025.00	\$ 6,696.54	\$ 6,696.54	\$ 2,700.00	\$ 2,700.00
Skatepark flatwork	6064	SF	\$ 8.05	\$ 48,815.20	\$ 9.82	\$ 59,548.48	\$ 5.75	\$ 34,868.00
Skatepark cast in place ledges	1508	CF	\$ 17.25	\$ 26,013.00	\$ 21.88	\$ 32,995.04	\$ 16.82	\$ 25,364.56
Skatepark cast in place banks	936	SF	\$ 18.40	\$ 17,222.40	\$ 27.24	\$ 25,496.64	\$ 8.10	\$ 7,581.60
Skatepark cast in place walls	484	LF	\$ 86.95	\$ 42,083.80	\$ 106.10	\$ 51,352.40	\$ 167.02	\$ 80,837.68
Skatepark Specialty Shotcrete Work	1707	SF	\$ 19.55	\$ 33,371.85	\$ 23.85	\$ 40,711.95	\$ 51.30	\$ 87,569.10
Skate park metals	608	LF	\$ 28.75	\$ 17,480.00	\$ 35.08	\$ 21,328.64	\$ 47.25	\$ 28,728.00
BASE BID TOTAL				\$ 307,205.70		\$ 427,453.75		\$ 511,519.64

ALTERNATE BID ITEMS

Secondary Entry	1	EA	\$ 9,348.00	\$ 9,348.00	\$ 7,435.93	\$ 7,435.93	\$ 15,000.00	\$ 15,000.00
Bike Rack & Concrete Pad	1	EA	\$ 1,230.00	\$ 1,230.00	\$ 2,025.94	\$ 2,025.94	\$ 3,600.00	\$ 3,600.00
Pre-Fabricated Restroom	1	EA	\$ 72,946.00	\$ 72,946.00	\$ 96,633.40	\$ 96,633.40	\$ -	\$ -
Restroom Foundation & Plumbing stubouts	185	SF	\$ 14.76	\$ 2,730.60	\$ 104.47	\$ 19,326.95	\$ 6,000.00	\$ 6,000.00
6" PVC Wastewater service	1	EA	\$ 3,075.00	\$ 3,075.00	\$ 4,068.72	\$ 4,068.72	\$ -	\$ -
2" Poly Water service	1	EA	\$ 2,460.00	\$ 2,460.00	\$ 5,331.42	\$ 5,331.42	\$ -	\$ -
ALTERNATE BID TOTAL				\$ 91,789.60		\$ 134,822.36		\$ 24,600.00

Shade Structure (by Parks Dept.)	-	-	-	-	-	-	-	-
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Parking Lot & Driveway

(Flexible Pavement)

11" Excavation - Parking Lot & Driveway	255	CY	\$ 14.76	\$ 3,763.80	\$ 42.09	\$ 10,732.95	\$ -	\$ -
6" Subgrade - Parking Lot & Driveway	834	SY	\$ 4.92	\$ 4,103.28	\$ 1.68	\$ 1,401.12	\$ -	\$ -
9" Flex Base - Parking Lot & Driveway	834	SY	\$ 22.14	\$ 18,464.76	\$ 17.54	\$ 14,628.36	\$ -	\$ -
Prime Coat (RC-250)	83	GAL	\$ 36.90	\$ 3,062.70	\$ 42.09	\$ 3,493.47	\$ -	\$ -
2" HMAC - Parking Lot & Driveway	834	SY	\$ 18.45	\$ 15,387.30	\$ 35.08	\$ 29,256.72	\$ -	\$ -
ALTERNATE BID TOTAL				\$ 44,781.84		\$ 59,512.62		\$ -

Parking Lot & Driveway

(Rigid Pavement)

11" Excavation - Parking Lot & Driveway	255	CY	\$ 22.14	\$ 5,645.70	\$ 42.09	\$ 10,732.95	\$ -	\$ -
6" Subgrade - Parking Lot & Driveway	834	SY	\$ 9.84	\$ 8,206.56	\$ 17.54	\$ 14,628.36	\$ -	\$ -
5" Reinforced Concrete - Parking Lot & Driveway	834	SY	\$ 39.36	\$ 32,826.24	\$ 69.45	\$ 57,921.30	\$ -	\$ -
24" RC Pipe	45	LF	\$ 73.80	\$ 3,321.00	\$ 96.81	\$ 4,356.45	\$ -	\$ -
24" Sloped Headwall	2	EA	\$ 922.50	\$ 1,845.00	\$ 1,683.61	\$ 3,367.22	\$ -	\$ -
4" PVC casing	2	EA	\$ 14.76	\$ 29.52	\$ 1,304.80	\$ 2,609.60	\$ -	\$ -
ALTERNATE BID TOTAL				\$ 51,874.02		\$ 93,615.88		\$ -

Main Park Sign	1	EA	\$ 3,936.00	\$ 3,936.00	\$ 16,074.23	\$ 16,074.23	\$ 9,000.00	\$ 9,000.00
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Skate Park & Site Lighting

Skate Park Lighting	10	EA	\$ 1,537.50	\$ 15,375.00	\$ 12,318.39	\$ 123,183.90	\$ 67,250.00	\$ 67,250.00
Site & Restroom Lighting	1	EA	\$ 3,321.00	\$ 3,321.00	\$ 2,350.03	\$ 2,350.03	\$ -	\$ -
ALTERNATE BID TOTAL				\$ 18,696.00		\$ 125,533.93		\$ 67,250.00

Perimeter Fence	473	LF	\$ 20.91	\$ 9,890.43	\$ 18.94	\$ 8,958.62	\$ 34.25	\$ 16,200.25
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Skate Park Planting & Irrigation

Landscape soil & preparation	1675	SF	\$ 2.46	\$ 4,120.50	\$ 2.99	\$ 5,008.25	\$ 0.78	\$ 1,306.50
Trees (15 gal.)	4	EA	\$ 369.00	\$ 1,476.00	\$ 317.08	\$ 1,268.32	\$ 900.00	\$ 3,600.00
Shrubs (5 gal.)	101	EA	\$ 22.14	\$ 2,236.14	\$ 44.90	\$ 4,534.90	\$ 420.00	\$ 42,420.00
Shrubs (1 gal.)	39	EA	\$ 14.76	\$ 575.64	\$ 15.43	\$ 601.77	\$ 180.00	\$ 7,020.00
Irrigation	1675	SF	\$ 2.15	\$ 3,601.25	\$ 8.80	\$ 14,740.00	\$ 2.40	\$ 4,020.00
ALTERNATE BID TOTAL				\$ 12,009.53		\$ 26,153.24		\$ 58,366.50

Site Planting & Irrigation

Landscape soil & preparation	1675	SF	\$ 2.46	\$ 4,120.50	\$ 2.99	\$ 5,008.25	\$ 0.78	\$ 1,306.50
Trees (15 gal.)	4	EA	\$ 369.00	\$ 1,476.00	\$ 317.08	\$ 1,268.32	\$ 900.00	\$ 3,600.00
Shrubs (5 gal.)	101	EA	\$ 22.14	\$ 2,236.14	\$ 44.90	\$ 4,534.90	\$ 420.00	\$ 42,420.00
Shrubs (1 gal.)	39	EA	\$ 14.76	\$ 575.64	\$ 15.43	\$ 601.77	\$ 180.00	\$ 7,020.00
Irrigation	1675	SF	\$ 2.15	\$ 3,601.25	\$ 8.80	\$ 14,740.00	\$ 2.40	\$ 4,020.00
ALTERNATE BID TOTAL				\$ 12,009.53		\$ 26,153.24		\$ 58,366.50

Memorial Sculpture	1	EA	\$ 9,840.00	\$ 9,840.00	\$ 6,003.46	\$ 6,003.46	\$ 5,000.00	\$ 5,000.00
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Memorial Garden Amenities

Walkway	250	SF	\$ 7.38	\$ 1,845.00	\$ -	\$ -	\$ -	\$ -
Pavers	265	SF	\$ 11.07	\$ 2,933.55	\$ 11.22	\$ 2,973.30	\$ -	\$ -
Drinking Fountain	1	EA	\$ 1,353.00	\$ 1,353.00	\$ 4,152.90	\$ 4,152.90	\$ -	\$ -
Seatwall	24	LF	\$ 29.52	\$ 708.48	\$ 133.29	\$ 3,198.96	\$ -	\$ -
Planter Wall	38	LF	\$ 54.12	\$ 2,056.56	\$ 91.20	\$ 3,465.60	\$ -	\$ -
Trash Receptacles	2	EA	\$ 922.50	\$ 1,845.00	\$ 2,531.02	\$ 5,062.04	\$ -	\$ -
ALTERNATE BID TOTAL				\$ 10,741.59		\$ 18,852.80		\$ -

Sandblasting of Skate Park Logo & Name	1	EA	\$ 7,995.00	\$ 7,995.00	\$ 4,770.22	\$ 4,770.22	\$ -	\$ *
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TOTAL BID				\$ 580,769.24		\$ 947,904.35		\$ 750,302.89
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* Stewart Builders included Sandblasting of SkatePark Logo & Name in base bid

BID OPENING
Jackson Tyler Norris Memorial Skatepark
April 19, 2013 10:00 AM
City Hall Council Chambers
(Revised June 11, 2013)
BID ITEM

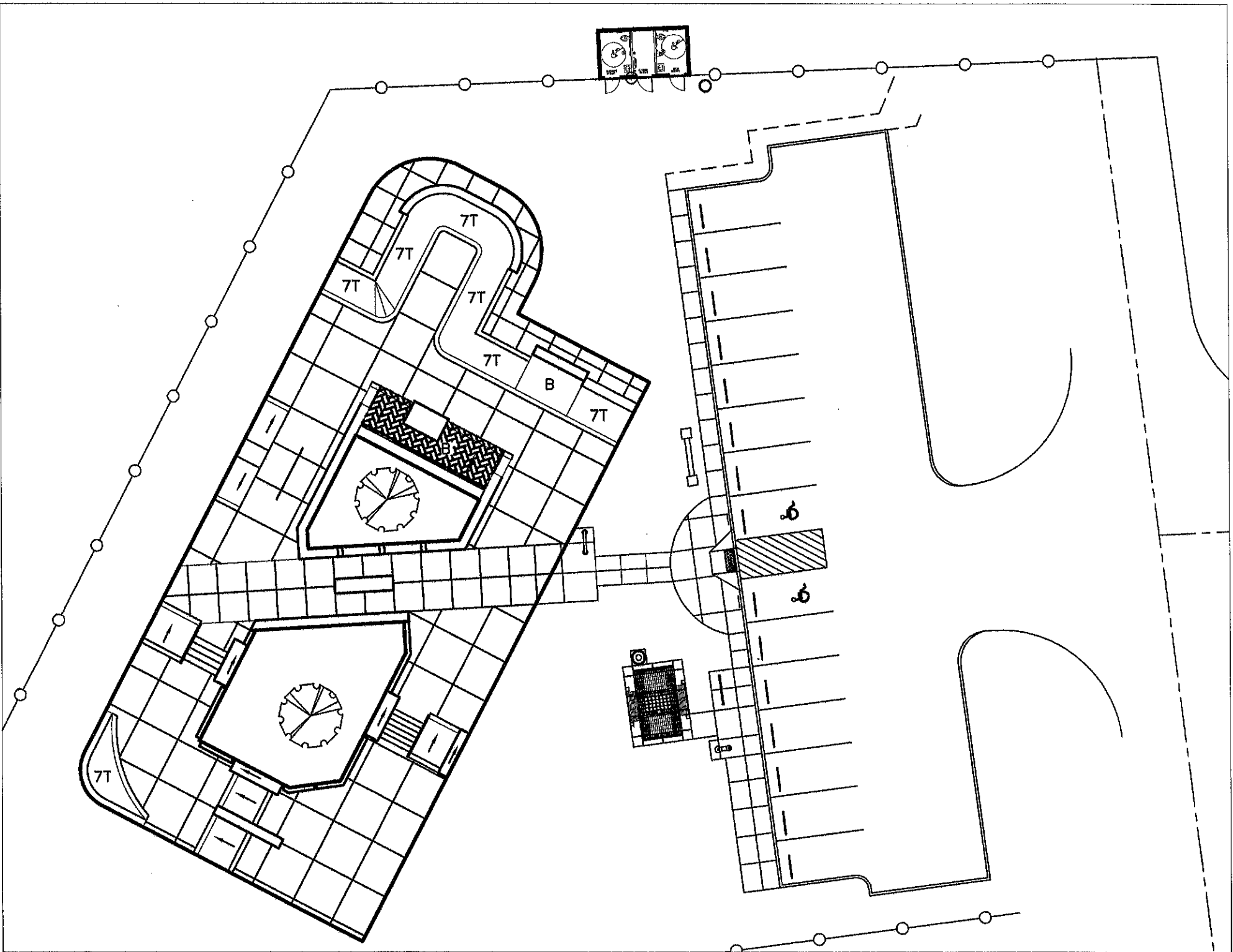
BASE BID	Original Bid Quantity	Revised Bid Quantity	Unit	Joe-Brown Construction LLC		Parks		Public Works	
				Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Skatepark pad excavation	9535	0	CY	\$ -	\$ -	\$ -	\$ -	\$ 1.85	\$ 17,639.75
Skatepark pad select fill to finish base grade	2648	0	CY	\$ -	\$ -	\$ -	\$ -	\$ 10.81	\$ 28,624.88
Stabilized Construction Entrance	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 500.00	\$ 500.00
Silt Fence	251	0	LF	\$ -	\$ -	\$ -	\$ -	\$ 2.00	\$ 502.00
1.5' x 1.5' Grate Inlet	2	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 950.00	\$ 1,900.00
8" PVC - SDR-35 Storm Drain	94	0	LF	\$ -	\$ -	\$ -	\$ -	\$ 15.25	\$ 1,433.50
8" Sloped Headwall	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00
6" PVC - SDR-35 Storm Drain	16	0	LF	\$ -	\$ -	\$ -	\$ -	\$ 15.25	\$ 244.00
6" Sloped Headwall	2	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 500.00
skate park sign	1	0	EA	\$ 4,025.00	\$ -	\$ 500.00	\$ 500.00	\$ -	\$ -
Skatepark flatwork	6064	6064	SF	\$ 8.05	\$ 48,815.20	\$ -	\$ -	\$ -	\$ -
Skatepark cast in place ledges	1508	1508	CF	\$ 17.25	\$ 26,013.00	\$ -	\$ -	\$ -	\$ -
Skatepark cast in place banks	936	936	SF	\$ 18.40	\$ 17,222.40	\$ -	\$ -	\$ -	\$ -
Skatepark cast in place walls	484	484	LF	\$ 86.95	\$ 42,083.80	\$ -	\$ -	\$ -	\$ -
Skatepark Specialty Shotcrete Work	1707	1707	SF	\$ 19.55	\$ 33,371.85	\$ -	\$ -	\$ -	\$ -
Skate park metals	608	608	LF	\$ 28.75	\$ 17,480.00	\$ -	\$ -	\$ -	\$ -
BASE BID TOTAL					\$ 184,986.25		\$ 500.00		\$ 51,594.13
ALTERNATE BID ITEMS									
Secondary Entry	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bike Rack & Concrete Pad	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
** Pre-Fabricated Restroom	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,710.00
Restroom Foundation & Plumbing stubouts	185	0	SF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6" PVC Wastewater service	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 750.00	\$ 750.00
2" Poly Water service	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ 525.00	\$ 525.00
ALTERNATE BID TOTAL					\$ -	\$ -	\$ -	\$ 13,735.00	\$ 13,735.00
Shade Structure (by Parks Dept.)	1	1	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Parking Lot & Driveway									
(Flexible Pavement)									
11" Excavation - Parking Lot & Driveway	255	0	CY	\$ -	\$ -	\$ -	\$ -	\$ 3.14	\$ 800.70
6" Subgrade - Parking Lot & Driveway	834	0	SY	\$ -	\$ -	\$ -	\$ -	\$ 1.25	\$ 1,042.00
9" Flex Base - Parking Lot & Driveway	834	0	SY	\$ -	\$ -	\$ -	\$ -	\$ 6.25	\$ 5,212.50
Prime Coat (RC-250)	83	0	GAL	\$ -	\$ -	\$ -	\$ -	\$ 2.50	\$ 207.50
2" HMAC - Parking Lot & Driveway	834	0	SY	\$ -	\$ -	\$ -	\$ -	\$ 9.25	\$ 7,714.50
ALTERNATE BID TOTAL					\$ -	\$ -	\$ -	\$ 14,977.20	\$ 14,977.20
Parking Lot & Driveway									
(Rigid Pavement)									
11" Excavation - Parking Lot & Driveway	255	0	CY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6" Subgrade - Parking Lot & Driveway	834	0	SY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5" Reinforced Concrete - Parking Lot & Driveway	834	0	SY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24" RC Pipe	45	0	LF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
24" Sloped Headwall	2	0	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4" PVC casing	2	0	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ALTERNATE BID TOTAL					\$ -	\$ -	\$ -	\$ -	\$ -
Main Park Sign	1	0	EA	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
Skate Park & Site Lighting									
Skate Park Lighting	10	0	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Site & Restroom Lighting	1	0	EA	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
ALTERNATE BID TOTAL					\$ -	\$ 3,500.00	\$ 3,500.00	\$ -	\$ -
Perimeter Fence	473	440	LF	\$ 20.91	\$ 9,200.40	\$ -	\$ -	\$ -	\$ -
Skate Park Planting & Irrigation									
Landscape soil & preparation	1675	1675	SF	\$ 2.46	\$ 4,120.50	\$ -	\$ -	\$ -	\$ -
Trees (15 gal.)	4	2	EA	\$ 369.00	\$ 738.00	\$ -	\$ -	\$ -	\$ -
Shrubs (5 gal.)	101	28	EA	\$ 22.14	\$ 619.92	\$ -	\$ -	\$ -	\$ -
Shrubs (1 gal.)	39	18	EA	\$ 14.76	\$ 265.68	\$ -	\$ -	\$ -	\$ -
Irrigation	1675	1675	SF	\$ 2.15	\$ 3,601.25	\$ -	\$ -	\$ -	\$ -
ALTERNATE BID TOTAL					\$ 9,345.35	\$ -	\$ -	\$ -	\$ -
Site Planting & Irrigation									
Landscape soil & preparation	1675	1675	SF	\$ 2.46	\$ 4,120.50	\$ -	\$ -	\$ -	\$ -
Trees (15 gal.)	4	2	EA	\$ 369.00	\$ 738.00	\$ -	\$ -	\$ -	\$ -
Shrubs (5 gal.)	101	28	EA	\$ 22.14	\$ 619.92	\$ -	\$ -	\$ -	\$ -
Shrubs (1 gal.)	39	18	EA	\$ 14.76	\$ 265.68	\$ -	\$ -	\$ -	\$ -
Irrigation	1675	1675	SF	\$ 2.15	\$ 3,601.25	\$ -	\$ -	\$ -	\$ -
ALTERNATE BID TOTAL					\$ 9,345.35	\$ -	\$ -	\$ -	\$ -
Memorial Sculpture	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Memorial Garden Amenities									
Walkway	250	236	SF	\$ 7.38	\$ 1,741.68	\$ -	\$ -	\$ -	\$ -
Walkway (add'l cost)	250	236	SF	\$ 1.23	\$ 290.28	\$ -	\$ -	\$ -	\$ -
Pavers	265	102	SF	\$ 11.07	\$ 1,129.14	\$ -	\$ -	\$ -	\$ -
Drinking Fountain	1	0	EA	\$ 1,353.00	\$ -	\$ -	\$ -	\$ -	\$ -
Seatwall	24	0	LF	\$ 29.52	\$ -	\$ -	\$ -	\$ -	\$ -
Planter Wall	38	0	LF	\$ 54.12	\$ -	\$ -	\$ -	\$ -	\$ -
6 Ft Cedar Wood Slat Benches		2	EA	\$ 553.50	\$ 1,107.00	\$ -	\$ -	\$ -	\$ -
Pergola (8'x12') Provide & Install (Added Scope)		1	EA	\$ 8,179.50	\$ 8,179.50	\$ -	\$ -	\$ -	\$ -
Trash Receptacles	2	1	EA	\$ 922.50	\$ 922.50	\$ -	\$ -	\$ -	\$ -
ALTERNATE BID TOTAL					\$ 13,370.10	\$ -	\$ -	\$ -	\$ -
Sandblasting of Skate Park Logo & Name	1	0	EA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency					\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BID					\$ 226,247.45		\$ 7,500.00		\$ 91,328.70

* Mike Beggs estimation on skate park pad CY excavation is 4,758 C.Y If this is the case total would be \$8,880
 * Mike Beggs estimation on select fill is 4,478 C.Y Or 6,276 Tons Of Base = \$10,814.C.Y = \$48,407
 *** Public Works has proposed to remodel the Nextel Equipment room for 1 restroom and a storage room
 *** Rules Sign cost is with City Crew installing sign

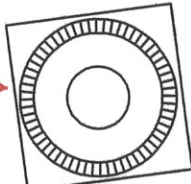
Items Proposed to be deleted by Parks

Incidental Costs	
Stantec Bidding Invoice	\$ 1,907.50
Stantec Construction Administration	\$ 5,092.50
Construction Survey	\$ 1,000.00
Incidental Costs Total	\$ 8,000.00

Total Project	\$ 333,076.15
Budget amount	\$ 333,083.00
Difference	\$ 6.85



Trash Receptacle



4x8 Engraved Pavers (Typ.)

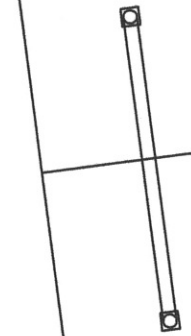
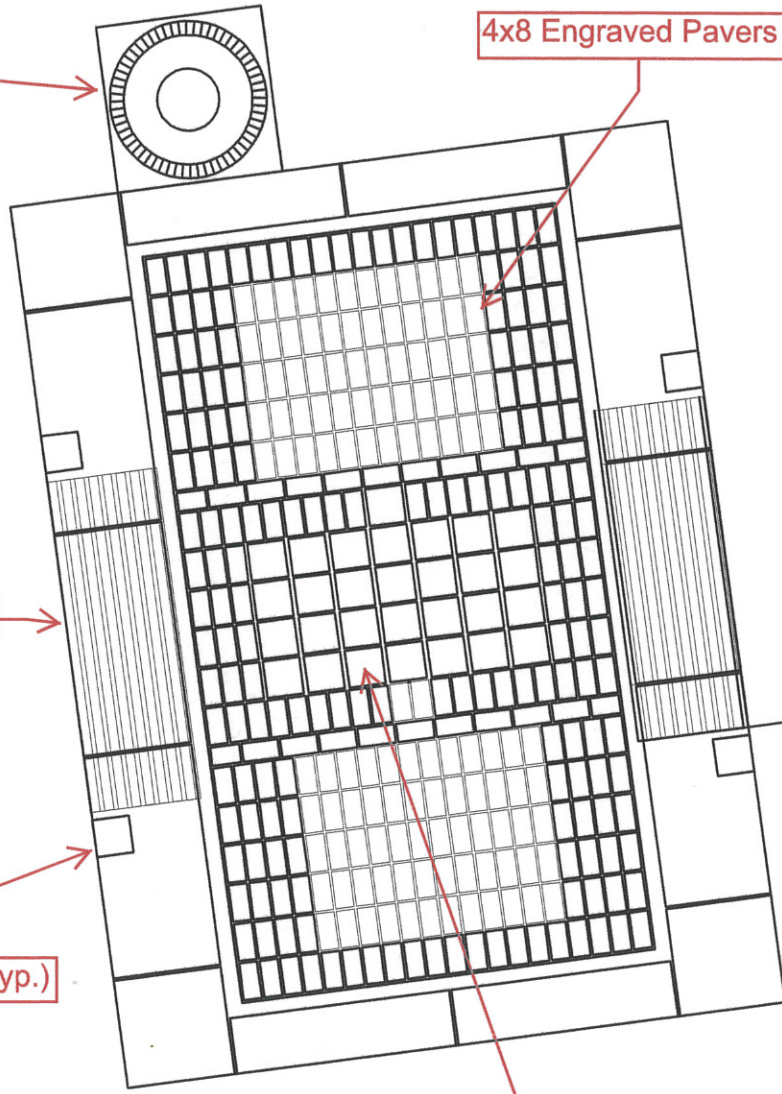
Wood Bench (Typ.)



Pergola Support (Typ.)



8x8 Engraved Pavers (Typ.)



08-OWNER-CONTRACTOR AGREEMENT

Jackson Tyler Norris Memorial Skate Park

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2013 by and between the _____, hereinafter called OWNER, and _____, hereinafter called CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CONSTRUCTION OF THE JACKSON TYLER NORRIS MEMORIAL SKATE PARK

Article 2. ENGINEER

The Project has been designed by the City of Buda, 121 Main Street, Buda, TX 78610, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

- 3.1. The Work will be substantially completed within Ninety (90) calendar days of the commencement date indicated in the Notice to Proceed as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.07B of the General Conditions no later than thirty (30) days after the project is declared in writing as substantially complete.
- 3.2. Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1. above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER two hundred dollars (\$200.00) for each calendar day that expires after the time specified in paragraph 3.1. for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each calendar day that expires after the time specified in paragraph 3.1. for completion and readiness for final payment.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraphs 4.1. and 4.2. below:

4.1. For all Work other than Unit Price Work, a Lump Sum Bid of: _____ .

4.2. The bid items and quantities listed in the attached Bid Form are for establishing unit prices and quantities for the project. The City of Buda may decide to award the bid using the Base Bid with the use of the Add Alternate Bid Items listed in the attached Bid Form or any combination thereof. The Add Alternate Bid Items will either be an addition to or a replacement to the Base Bid Items.

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Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments; Retainage. OWNER shall make monthly progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, during construction as provided in paragraphs 5.1.1 and 5.1.2 below. All such payments will be measured by the schedule of values established in paragraph 2.05B.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as accordance with paragraph 14.02B.5. of the General Conditions.

5.1.1.1. 90 percent of Work completed (with the balance being retainage). If Work has been 50-percent completed as determined by ENGINEER, and if the character and progress of the Work have been satisfactory to OWNER and ENGINEER, OWNER, on recommendation of ENGINEER, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage on account of Work completed, in which case the remaining progress payments prior to Substantial Completion will be in an amount equal to 100 percent of the Work completed.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95 percent of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.02B. of the General Conditions.

5.2. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.07B of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07B.

Article 6. INTEREST

All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of four (4) percent per annum, simple interest.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1. CONTRACTOR has thoroughly examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8.) and the other related data identified in the Bidding Documents including "technical data."

7.2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

7.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

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7.4. CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02A. of the General Conditions.

CONTRACTOR accepts the determination set forth in paragraph 4.02. of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02. of the General Conditions.

CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes.

CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto.

CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

7.5. NOT USED

7.6. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

7.7. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by ENGINEER through issued addendum or addenda is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by ENGINEER, because of insufficient time or otherwise, CONTRACTOR has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

8.1. This Agreement (pages 1 to 5, inclusive).

8.2. Exhibits to this Agreement (not included).

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- 8.3. Performance Bond, Payment Bond and Certificate of Insurance.
- 8.4. Notice to Proceed.
- 8.5. Standard General Conditions (pages 1 to 42, inclusive).
- 8.6. Supplementary Conditions (pages 1 to 3, inclusive).
- 8.7. Special Conditions (pages 1 to 4, inclusive).
- 8.8. Governing Specifications bearing the title “CONSTRUCTION OF THE TYLER NORRIS MEMORIAL SKATE PARK”, as listed in table of contents thereof.
- 8.9. Drawings consisting of a cover sheet and sheets numbered 1 through 13, inclusive with each sheet bearing the following general title “CONSTRUCTION OF THE TYLER NORRIS MEMORIAL SKATE PARK”.
- 8.10. Addenda, inclusive.
- 8.11. CONTRACTOR's Proposal and Bid Schedule.
- 8.12. Documentation submitted by CONTRACTOR prior to Notice of Award (Bid Bond; Statement of Materials).
- 8.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto:

All written amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.04 of the General Conditions

The documents listed in paragraphs 8.2. et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.04. of the General Conditions.

Article 9. MISCELLANEOUS

- 9.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

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9.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR, and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2013 (which is the Effective Date of the Agreement).

OWNER _____ CONTRACTOR _____

By: _____ By: _____
[CORPORATE SEAL] [CORPORATE SEAL]

Attest _____ Attest _____

Address for giving notices Address for giving notices

Agent for service of process: Agent for service of process:

License No. _____

NOTE: If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement.

NOTE: If CONTRACTOR is a corporation, attach evidence of authority to sign.