

City Council Agenda

SAGINAW CITY COUNCIL NOTICE OF MEETING

Meeting and/or Executive Session Agenda

6:00 PM - Tuesday, May 4, 2021

Saginaw City Hall Council Chambers

333 West McLeroy Blvd.

In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation.

The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

(1) Call to Order--Todd Flippo, Mayor

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

(2) Invocation--Pastor Michael Orr, Saginaw Church of Christ

(3) Audience Participation--On the Video Screen

(4) Consent Agenda--All items listed with lower case letters are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

(a) Action regarding Minutes, April 20, 2021--Janice England, City Secretary

(b) Action regarding Approval of Funds for "Art in the Community" Project--Keith Rinehart, Director of Community & Economic Development

(c) Action regarding Engagement Letter with McDonald Hopkins--Gabe Reaume, City Manager

- (5) COVID Vaccination Update--Joseph Laster, Emergency Management Coordinator
- (6) Consideration and Action regarding Establishing a 501c3 Friends of the Saginaw Animal Services, Animal Welfare and Safety Corporation--Keith Rinehart, Director of Community & Economic Development
- (7) Consideration and Action regarding Approval of Guaranteed Maximum Price Amendment to AIA Document A133-2009 for construction of the new Central Fire Station--Dolph Johnson, Asst. City Manager/Doug Spears, Fire Chief
- (8) Update on Intersection Analysis of Basswood Blvd. and High Country Trail--Kimley-Horn & Associates

(9) Recess into Workshop

- (10) FY2021-2022 Budget Workshop--Kim Quin, Finance Director

(11) Reconvene Back into Regular Session

(12) Executive Session

551.071. Texas Government Code.

Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- (a) Any Posted Item
- (b) Independent Contractor Technology Services Agreement

551.087 Texas Government Code.

Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

- (a) Western Center Incentive Options
- (b) 1017 N. Saginaw Blvd.

(13) Adjournment--Todd Flippo, Mayor



City of Saginaw

Meeting Date: 5/4/2021

Staff Contact: Janice England
City Secretary

Agenda Items: (4)(a)

E-mail: jengland@saginawtx.org

Phone: 817-230-0327

SUBJECT:

Action regarding Minutes, April 20, 2021

BACKGROUND/DISCUSSION:

The minutes of the April 20th City Council Meeting are being presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

ATTACHMENTS:

Description

Minutes, 4-20-2021

**CITY OF SAGINAW
MINUTES OF CITY COUNCIL MEETING,
PUBLIC HEARING, AND WORKSHOP
HELD AT THE SAGINAW CITY HALL
333 WEST MCLEROY BLVD.
APRIL 20, 2021**

Present at the meeting:

Mayor	Todd Flippo
Mayor Pro-Tem	Valerie Junkersfeld
Councilmember	Charles Beasley
Councilmember	Patrick Farr
Councilmember	Charles Tucker
Councilmember	Cindy Bighorse
Councilmember	Mary Copeland
City Attorney	Bryn Meredith
City Engineer	Andrew Simonsen
City Manager	Gabe Reaume
Asst. City Manager	Dolph Johnson
Finance Director	Kim Quin
City Secretary	Janice England
Fire Chef	Doug Spears
Asst. Fire Chief	Scott Craver
Police Chief	Lee Howell
Director of Public Works	Rick Trice, P.E.
Dir. of Community & Eco. Dev.	Keith Rinehart
Human Resource Director	Melanie McManus
Library Director	Ellen Ritchie
Children's Services Librarian	Kristi Haney
Adult Services Librarian	Ronnie Horton
Fire Lieutenant	John Gambino
Fire Engineer	Kyle Lewis
Firefighter	Cory Robinson
Police Officer	Aaron Callahan
Police Officer	Klayton Kaddatz

Absent from the meeting:

None

Visitors at the meeting:

Brack St. Clair	Doug Powell
Jim Makens	Kathryn Johnson
Don Allen	Kelly Stewart
Todd Finley	Ryan Safford
Belinda Henson	Janet Fick
Marco Castellon	Bobby Cartwright
Jim Davis	

(1) Call to Order

Mayor Flippo called the meeting to order at 6:00 p.m. with a quorum present.

Pledge of Allegiance to the United States

Pledge of Allegiance to the State of Texas

(2) Invocation

Pastor Ronnie Mills of the Kingdom Chapel gave the invocation.

(3) Audience Participation

This item was covered on the video screen.

(4) a. Action regarding Minutes, April 6, 2021

b. Action regarding Resolution No. 2021-13 Denying the Distribution Cost Recover Factor (DCRF) Application proposed by Oncor Electric Delivery Company LLC

Summary: On April 8, 2021, Oncor Electric Delivery Company LLC (Oncor) filed an Application to Amend its Distribution Cost Recovery Factor (DCRF) to increase distribution rates with each of the cities in their service area. In the filing, Oncor asserts that it is seeking an increase in total distribution revenue requirement by approximately \$97,826.277. Resolution No. 2021-13 authorizes the City to join with the Steering Committee of Cities served by Oncor (OSCS) to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement to pursue.

c. Action regarding appointment of Mark Address as a Police Reserve Officer

Summary: Chief of Police Howell is requesting approval of the appointment of Mark Address as a Police Reserve Officer. After former Police Sergeant Mark Address retired, he was hired back as a part-time employee under contract as a background investigator for the City. Conducting police backgrounds can be performed by sworn police officers or civilian employees. However, being a sworn officer is an advantage both in experience and removal of certain barriers to release of records and gathering of information, making it a more efficient and expedient process. Saginaw City Code Section 66-30 requires approval of the appointment by a simple majority of the City Council.

d. Action regarding Ordinance No. 2021-09 amending Article II “Advisory Recreation and Parks Board” of Chapter 58, “Parks and Recreation” of the Saginaw City Code; adding regulations governing duties and responsibilities of alternate members

Summary: Recently an issue was discovered regarding the two alternate member positions on the Advisory Recreation and Parks Board. Following some research through minutes and ordinances, the following was determined. Ordinance No. 89-14, approved in 1989, created the board and designated the number of members to be seven. The original seven members were appointed in January 1990. In July 1994 a memo was written to the City Manager requesting the addition of two alternate members. At the August 16, 1994 City Council Meeting there was an item on the Consent Agenda to approve the addition of two alternate members. There was no mention of an amendment to the original ordinance. In November 1994 two alternate members were appointed. The Board currently has seven regular members and two alternate members. City Attorney Meredith prepared Ordinance No. 2021-09 to formally recognize and address the addition of the two alternate members as approved in 1994.

Motion was made by Mayor Pro-Tem Junkersfeld with a second by Councilmember Tucker to approve the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(5) Proclamation—Child Abuse Prevention Month

Mayor Flippo read a proclamation declaring the month of April to be Child Abuse Prevention Month in the City of Saginaw and encouraging all citizens to work together to help reduce child abuse and neglect.

(6) COVID Vaccination Update

Emergency Management Coordinator Laster updated the Council on the COVID-19 Vaccinations being administered at the Recreation Center.

(7) Fire Department Staff Recognition for duties performed on February 11, 2021

Fire Chief Spears explained the purpose of this item is to recognize the cooperation between the Saginaw Fire Department and the Fort Worth Fire Department during the 130+ vehicle accident that occurred in Fort Worth on February 11, 2021. Over 65 people were injured in addition to six fatalities. Road conditions, freezing precipitation and poor visibility were among the factors that contributed to this horrible accident scene. He stated that Assistant Fire Chief Craver along with C Shift of Fire Station 2 assisted the Fort Worth Fire Department. Fort Worth Fire Chief Davis was present and expressed his appreciation for the assistance and good working relationship that exists. He presented a certificate in recognition of the assistance provided on February 11th. Fire Chief Spears presented awards to Assistant Fire Chief Craver, Fire Lieutenant Gambino, Fire Engineer Lewis, and Firefighter Robinson. Firefighter Musser was unable to be present but also received an award.

(8) **Public Hearing** – Consideration and Action regarding a Request for Approval to Amend Ordinance No. 2020-24 Establishing the Belmill Planned Development District, by approving a Development Plan for the District detailing Community Commercial and Single Family and Multifamily Uses for land described as 116 acres of land out of Abstract 1497, Tracts 3A, 3D And 3G3, Benjamin Thomas Survey, located North of Bailey-Boswell Road, East of Business 287 and West of Wagley Robertson Road (Ordinance No. 2021-10)

Mayor Flippo declared the public hearing for this item opened at 6:12 p.m. An error was noted on the Development Plan in regard to the total number of multi-family units which was listed as 236. The correct total number is 898.

Mayor Flippo called for any public input. There was none. Mayor Flippo declared the public hearing for this item closed at 6:37 p.m.

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve Ordinance No. 2021-10 with the change to the final number of multi-family units listed on the Development Plan to a total of 898. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

- (9) Consideration and Action regarding Approval of a Preliminary Plat for Beltmill Addition, Blocks A-L, being 115.432 Acres out of the Benjamin Thomas Survey, Abstract No. 1497, City of Saginaw, Tarrant County, Texas

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve the Preliminary Plat for Beltmill Addition, Blocks A-L as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

- (10) Consideration and Action regarding Approval of a Site Plan for The Grand at Saginaw (Proposed Lot 1, Block B, Beltmill)

Motion was made by Councilmember Farr with a second by Mayor Pro-Tem Junkersfeld to approve the Site Plan for The Grand at Saginaw as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

- (11) **Public Hearing** – Consideration and Action regarding an Ordinance amending Ordinance No. 2002-04, the Zoning Ordinance of the City of Saginaw, Texas; amending the Permitted Use Table, Section 5-1, to provide that Wineries are permitted by Special Use Permit in Community Commercial, Light Industrial and Heavy Industrial Districts, amending Section 12-2, to provide a Definition for Winery (Ordinance No. 2021-11)

Mayor Flipppo declared the public hearing for this item opened at 6:45 p.m.

The Council considered including a definition for breweries also. After some discussion, it was the consensus of the Council to take action on the proposed ordinance as presented and consider an amendment addressing the definition of breweries separately in the future. Mayor Flipppo called for any public input. There was none. Mayor Flipppo declared the public hearing for this item closed at 6:54 p.m.

Motion was made by Councilmember Farr with a second by Councilmember Beasley to approve Ordinance No. 2021-11 as presented. Motion carried unanimously. 7-0-0-0

For: Mayor Flipppo, Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

(12) Recess into Workshop

Mayor Flippo declared the meeting recessed into Workshop at 6:54 p.m.

(13) Library Activities Update

Library Director Ritchie gave a presentation regarding the activities and programs at the Library. Children's Services Librarian Haney gave a brief overview of the children's programs. Adult Services Librarian Horton gave a brief overview of the adult programs.

(14) FY2021-2022 Budget Workshop

Finance Director Quin gave a presentation regarding preparations for the FY2021-2022 Budget.

(15) Reconvene Back into Regular Session

Mayor Flippo declared the meeting back in Regular Session at 8:05 p.m.

(16) Executive Session

1 § 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- a. Any Posted Item

(17) Adjournment

Motion was made by Councilmember Farr with a second by Councilmember Bighorse to adjourn the meeting. Motion carried unanimously. 7-0-0-0

For: Mayor Flippo, Mayor Pro-Tem Junkersfeld, Councilmembers
Beasley, Farr, Tucker, Bighorse, and Copeland

Against: None

Abstain: None

Absent: None

Mayor Flippo declared the City Council Meeting of April 20, 2021 adjourned at 8:06 p.m.

ATTEST:

APPROVED:

City Secretary Janice England

Mayor Todd Flippo



City of Saginaw

Meeting Date: 5/4/2021

Staff Contact: Keith Rinehart
Director of Community & Economic
Development

Agenda Items: (4)(b)

E-mail: krinehart@saginawtx.org

Phone: 817-230-0331

SUBJECT:

Consideration and Action regarding Approval of Funds for "Art in the Community" Project

BACKGROUND/DISCUSSION:

Last fall professional artist Adam Davenport completed his third historical mural in the City of Saginaw. During subsequent discussions for possible future murals, it was suggested that a mural depicting a local celebrity be considered. LPGA Golfer Angela Stanford quickly came to mind. Ms. Stanford grew up in Saginaw. She graduated from Boswell High School and Texas Christian University. In addition to being a successful golfer, she formed her own non-profit foundation, The Angela Stanford Foundation in 2009. The foundation is an organization with a mission to serve children and young adults, particularly those that have been affected by cancer. She fits the definition of a hometown hero, and is deserving of the honor of a mural in Saginaw. In addition to her own accomplishments, Ms. Stanford's family has strong ties to the City. Nan Stanford, her mother, served as City Manager and retired in 2017 after 41 years of service. Steve, her father, served as Public Services Specialist and retired in 2014 after 24 years of service.

Mr. Davenport was presented with a photo of Ms. Stanford for a potential mural to be painted on the City's water tank located at the southern end of Willow Creek Park. The photo was taken in 2018 when Ms. Stanford won her first major title with a one stroke victory at the Evian Championship. Mr. Davenport's rendering of the proposed mural is attached. The total cost for the proposed mural will be \$28,550.

FINANCIAL IMPACT:

The financial impact will be \$28,550. Funds for this project are available in the beautification donation fund.

RECOMMENDATION:

Staff recommend approval.

ATTACHMENTS:

Description

Artist's Concept of Proposed Mural
Angela Stanford Bio

A woman, Angela Stanford, is smiling and holding a large silver trophy. She is wearing a white cap with "ping" on it and is draped in an American flag. She is standing in front of a large, light-colored cylindrical structure, possibly a water tower, which has the word "AGINAW" painted on it in large black letters. The background shows a clear blue sky and some greenery.

AGINAW

Home of
Angela Stanford
LPGA Champion

ANGELA STANFORD

 @ANGELA_STANFORD

 OFFICIAL WEBSITE

 ANGELASTANFORD

 ROOKIE YEAR

2001

 AGE

43

 RACE TO CME POINTS

347.000



5'6"...Started playing golf at the age of 10...Credits her dad, who introduced her to the game, golf instructor Amy Fox (an LPGA Teaching and Club Professional), TCU coach Angie Larkin and Mike Wright as the individuals most influencing her career...Hobbies include shopping, watching movies, playing all sports and watching ESPN Sports Center...Was a member of the LPGA Player Executive Committee for the 2007-08 seasons...Qualified for the Tour on her first attempt...Represents PING, ManTech and Titleist/FootJoy...Has her own Web site, www.angelastanfordgolf.com.

LPGA Tour Victories (7 wins, 1 major)

- 2003 ShopRite LPGA Classic
- 2008 Bell Micro LGPA Classic, Lorena Ochoa Invitational
- 2009 SBS Open at Turtle Bay
- 2012 HSBC Women's Champions
- **2018 The Evian Championship**
- 2020 Volunteers of America Classic

The Solheim Cup (6)

- 2003, 2007, 2009, 2011, 2013, 2015



City of Saginaw

Meeting Date: 5/4/2021

Staff Contact: Keith C. Rinehart
Director of Community & Economic
Development

Agenda Items: (6)

E-mail: krinehart@saginawtx.org

Phone: 8172300331

SUBJECT:

Consideration and Action regarding Establishing a 501c3 Friends of the Saginaw Animal Services, Animal Welfare and Safety Corporation

BACKGROUND/DISCUSSION:

The current Animal Services Shelter was constructed in 2006 when the population was just over 13,000 and it suited the needs of the community at that time. Currently, the Saginaw Texas population is estimated at over 24,000 people and growing. As many as four (4) mixed-use developments are in different phases in the city. Many/most of those residents will have pets and expect greater services. Our facility is limited by the space, funding and staff that we currently have.

The purpose of establishing this 501c3 Friends Organization for Saginaw Animal Services is to help raise thousands of dollars in funds through membership dues, fundraisers, donations and grants. Just by becoming a 501c3, it allows us to apply for and potentially receive grants that we were previously not eligible. In year's past, individuals wishing to donate significant amounts of money to the Shelter (as long as we are a 501c3) have approached Saginaw Animal Services. Because we are not, we have turned down as much as half a million dollars (\$500,000). All proceeds will be used to support the Saginaw Animal Services and Adoption Center. The newly created board will make recommendations for fund usage that the City Council will ultimately consider.

This Animal Services 501c3 is based off and set up very similarly to the Friends of the Saginaw Library Boosters. Same idea, concept and function.

FINANCIAL IMPACT:

NA

RECOMMENDATION:

NA

ATTACHMENTS:

Description

Council Communique



Community & Economic Development Department
333 W. McLeroy Blvd., Saginaw, Texas 76179

Council Agenda Background

To: Gabe Reaume, City Manager

From: Keith C. Rinehart, Director of Community & Economic Development

Date: City Council Meeting – May 4, 2021

ITEM:

Consideration and Action regarding Establishing a 501c3 Friends of the Saginaw Animal Services, Animal Welfare and Safety Corporation

PRESENTER:

Keith C. Rinehart, Director of Community & Economic Development

DISCUSSION:

The current Animal Services Shelter was constructed in 2006 when the population was just over 13,000 and it suited the needs of the community at that time. Currently, the Saginaw Texas population is estimated at over 24,000 people and growing. As many as four (4) mixed-use developments are in different phases in the city. Many/most of those residents will have pets and expect greater services. Our facility is limited by the space, funding and staff that we currently have.

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This Animal Services 501c3 is based off and set up very similarly to the Friends of the Saginaw Library Boosters. Same idea, concept and function.

RECOMMENDATION:

- N/A

FINANCIAL IMPACT:

- N/A

ATTACHMENTS:

- Bylaws of 501c3 Friends of the Saginaw Animal Services, Animal Welfare and Safety Corporation
- Copy of Saginaw Library Boosters (Friends of the Saginaw Library) 501c3

If you have any questions, please contact me at 817-230-0331.

Thank you,

A handwritten signature in black ink, appearing to read "Keith C. Rinehart".

Keith C. Rinehart, Director of Community & Economic Development

**BYLAWS
OF
THE SAGINAW TX ANIMAL SERVICES ANIMAL WELFARE AND SAFETY
CORPORATION**

**ARTICLE I
PURPOSE AND POWERS**

Section 1. Purpose. The Corporation is incorporated for the purposes set forth in Article 6 of its Certificate of Formation, the same to be accomplished on behalf of Animal Services at the City of Saginaw Texas, a Texas home-rule municipality (hereinafter referred to as the “City”).

Section 2. Powers. In the fulfillment of its corporate purpose, the Corporation shall be governed by titles 1 and 2 of the Texas Business Organizations Code, as amended (Sections 1.001 to 23.110 of the Texas Business Organizations Code) (hereinafter referred to as the “Code”) and shall have all of the powers set forth and conferred in its Certificate of Formation, in the Code, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

Section 3. Board Action. Any and all action taken by The Saginaw Tx Animal Services Animal Welfare and Safety Corporation d/b/a/ Friends of Saginaw Animal Services Texas board involving the expenditure of funds must have City Council authorization/approval of the City Council of the City of Saginaw, Texas (hereinafter the “City Council”) prior to taking said action consistent with the City of Saginaw Texas Code of Ordinances, as amended.

**ARTICLE II
BOARD OF DIRECTORS**

Section 1. Powers, Number and Term of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (hereinafter referred to as the “Board”) and, subject to the restrictions imposed by law, by the Certificate of Formation, and by these Bylaws, the Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist of five (5) directors, each of whom shall be appointed by the City Council .

(c) The directors constituting the first Board shall be those directors named in the Certificate of Formation. The respective initial terms of the Board are set forth in the Certificate of Formation. Thereafter, each successor member of the Board shall be appointed and serve for two (2) years or until his or her successor is appointed as hereinafter provided.

(d) Any director may be removed from office by the City Council at any time without cause.

Section 2. Annual, Regular and Special Meetings of Directors. The Annual meeting of the Board shall be held during the month of June each year. The Board shall designate the time and location of the annual meeting which shall be held at the principal offices of the Corporation. The directors shall hold their Regular meetings at such place or places as the Board may from time to time determine; provided, however, in the absence of any such determination by the Board, the meetings shall be held at the principal office of the Corporation as specified in Article V of these Bylaws. Special meetings of the Board shall be held whenever called by the president, by a majority of the directors, by the Mayor of the City, or by a majority of the City Council. The person or persons calling a Special meeting shall notify the secretary of the Corporation of the information required to be included in the notice of the meeting. In addition to the posting of a meeting notice in accordance with these Bylaws, a copy of each such meeting notice shall be delivered to each director not less than seventy-two (72) hours before the time of the meeting. A meeting notice shall be deemed delivered to any director when deposited in the United States mail addressed to the director at his or her address as it appears on the records of the Corporation or by electronic mail (e-mail). Such additional notice may be waived in writing by a director at any time either before or after the time of the meeting and such additional notice shall be deemed waived by attendance.

Section 3. Notice and Open Meetings Act. The Board shall be considered a “governmental body” within the meaning of Section 551.001 of the Texas Government Code, as amended, and notice of each meeting and deliberation shall be given to the public in accordance with the provisions of Chapter 551 of the Texas Government Code (The Texas Open Meetings Act), as amended.

Section 4. Quorum and Voting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation unless the act of a greater number is required by law. A director may not vote by proxy. Directors must be present in order to vote at any meeting. Regular attendance at the Board meetings is required of all directors. The following number of absences shall constitute the basis for replacement of a director. Three (3) consecutive unexcused absences from meetings of the Board shall cause the position to be considered vacant.

Section 5. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) At all meetings of the Board, the president shall preside, and in the absence of the president, the vice president shall exercise the powers of the president.

(c) The secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 6. Committees of the Board. The Board may designate not more than two (2)

directors to constitute an official committee of the Board, with such other non-Board members of the committee as may be appointed by the Board, to exercise such authority of the Board as may be specified in the resolution. It is provided, however, that all final, official actions of the Corporation may be exercised only by the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation.

Section 7. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. They shall be reimbursed, however, for actual expenses incurred in the performance of their duties hereunder.

Section 8. Board's Relationship with the City. In accordance with state law, the Board shall be responsible for the proper discharge of its duties assigned herein. The Board shall determine its policies and directives within the limitations of the duties herein imposed by applicable laws, the Certificate of Formation, these Bylaws, contracts entered into with the City, and budget and fiduciary responsibilities. Such policies and directives are subject to approval by the City Council. Any request for services made to the departments of the City shall be made by the Board or its designee in writing to the City. The City Council may approve such request for assistance from the Board when City Council finds such requested services are available within the City, and that the Board has agreed to reimburse the City for the cost of such services so provided.

ARTICLE III OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a president, a vice president, a secretary and a treasurer, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the president shall not hold the office of secretary. Terms of office shall be one (1) year with the right of an officer to be re-elected.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the entire Board.

(c) A vacancy in the office of any officer shall be filled by a vote of a majority of the directors.

Section 2. President. The president shall be a member of the Board, shall preside at all meetings of the Board, and may sign and execute contracts and other legal instruments in the name of the Corporation as approved by the Board and City Council.

Section 3. Vice President. The vice president shall be a member of the Board and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 4. Treasurer. The treasurer shall be a member of the Board and shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these bylaws and statutes governing corporations formed under the Code. Upon the approval of the Board, and the City Council, the treasurer may endorse and sign, on behalf of the Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the Board consistent with these Bylaws. The treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The City Council may require that the treasurer, at the expense of the Corporation, give a bond for the faithful discharge of his duties in such form and amount as the City Council may require. The City Manager or his or her designee may serve as an Assistant Treasurer for the purposes of handling, custody, and security of all funds and securities of the Corporation, and to assist the Treasurer in performing the duties of Treasurer.

Section 5. Secretary. The secretary shall be a member of the Board, and shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president upon the approval of the Board in the name of the Corporation, and/or attest to the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the office of the Corporation during business hours, and shall in general perform all duties incident to the office of secretary subject to the control of the Board. The City Manager or his or her designee may serve as an Assistant Secretary for the purposes of performing the duties of Secretary, including the posting of agendas and keeping minutes of meetings.

Section 6. Compensation. Board members shall be reimbursed for actual expenses incurred in the performance of their duties hereunder, as are approved by the Board.

ARTICLE IV FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. Annual Corporate Budget. At least thirty (30) days prior to the commencement of each fiscal year of the Corporation (which is co-extensive with the City's fiscal year), the Board shall adopt a proposed budget of expected revenues and proposed expenditures of the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Mayor for inclusion with the annual budget submitted to the City Council. The budget shall not be effective until the same has been approved by the City Council.

Section 2. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) The books, records, accounts, and financial statements of the Corporation shall be

maintained for the Corporation by the City. In such event, the Corporation shall pay to the City reasonable compensation for such services.

(c) The City shall cause the Corporation's books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the City. Such audit shall be at the expense of the City.

Section 3. Deposit and Investment of Corporate Funds.

(a) All proceeds from the issuance of bonds, notes, or other debt instruments (hereinafter referred to as "Obligations") issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to the issuance. No debt shall be issued without prior city council approval.

(b) All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the City. The Corporation shall pay reasonable compensation for such services by the City.

Section 4. Expenditures of Corporate Money. The monies of the Corporation, including, but not limited to, monies derived from the repayment of loans, rents received from the lease or use of property, proceeds from the investment of funds of the Corporation, proceeds from the sale of property, and proceeds derived from the sale of Obligations, may be expended by the Corporation for any of the purposes authorized by the Certificate of Formation.

Section 5. Contracts for Service. The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties if approved by the City Council. Such designated tasks may include, but not be limited to, project conceptualization/feasibility studies and project analysis. Furthermore, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of its discretion and policy-making functions in discharging the duties herein set forth. An administrative services agreement may be executed between the Board and the City Council for the services provided and compensated as provided for herein.

ARTICLE V MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Certificate of Formation.

(b) The Corporation shall have and shall continually designate a registered agent at its registered office, as required by the Code.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 3. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the president or secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4. Approval or Advice and Consent of the City Council. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the City Council, such advice and consent shall be evidenced by a certified copy of a resolution, order, or motion duly adopted by the City Council.

Section 5. Services of City Staff and Officers. Subject to approval from the City Council, and to the extent allowed by law, the Corporation shall have the right to utilize the services of the City Attorney, the City Secretary, and departments of the City, provided (a) that the Corporation shall pay reasonable compensation to the City for such services, and (b) the performance of such services does not materially interfere with the other duties of such personnel of the City.

Section 6. Indemnification of Directors, Officers and Employees. To the extent allowed by law, the Corporation shall indemnify each and every member of the Board, its officers, its employees, its attorneys, each member of the City Council and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorneys' fees incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation.

Section 7. Legal Construction. These Bylaws shall be construed in accordance with the laws of the State of Texas. All references in the Bylaws to statutes, regulations, or other sources of legal authority shall refer to the authorities cited, or their successors, as they may be amended from time to time. In the event of any conflict between the applicable provisions of such Code and these Bylaws, then the applicable provisions of the Code shall control.

Section 8. Severability. If any provision or section of these Bylaws is held to be invalid, illegal or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect any other provision, and the Bylaws shall be construed as if the invalid, illegal, or unenforceable provision had not been included in the Bylaws.

Section 9. Headings. The headings used in these Bylaws are used for convenience only and shall not be considered in construing the terms of the Bylaws.

Section 10. Parties Bound. The Bylaws shall be binding upon and inure to the benefit of the directors, officers and agents of the Corporation and their respective heirs, executors, administrators, legal representatives, successors and assigns, except as otherwise provided herein.

ARTICLE VI
EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of all of the following events:

- (a) the recommendation of these Bylaws to the City Council;
- (b) the approval of these Bylaws by the City Council; and
- (c) the approval and adoption of these Bylaws by the Board.

Section 2. Amendments to Certificate of Formation and Bylaws. The Certificate of Formation of the Corporation, and these Bylaws may be amended only in the manner provided in the Code.

CERTIFICATE OF SECRETARY

I certify that I am the duly elected and secretary of The Saginaw Tx Animal Services Animal Welfare and Safety Corporation and the foregoing Bylaws constitute the Bylaws of the Corporation. These Bylaws were duly adopted at a meeting of the Board of Directors held on this the _____ day of _____, 20__, as approved by the City Council of the City of Saginaw, Texas, at a meeting held on the _____ day of _____, 20__.

Signed this the _____ day of _____, 20__.

Secretary of the Corporation

SAGINAW LIBRARY BOOSTERS

About the Boosters:

Each year the Saginaw Library Boosters raise thousands of dollars in funds through membership dues, fundraisers like the Book & Bake Sales in the Spring and Fall, donations, and grants. All proceeds are used to support the John Ed Keeter Public Library's programs and services.

Each year the Saginaw Library Boosters donate funds to help make the library's Summer Reading Club Program the huge success that it is every year. In addition, the Boosters help support other programs like the Adult Literacy and English as a Second Language program as well as hold an annual Author Reception to give local authors the opportunity to meet new and current readers and promote the love of reading.

Meetings

- 7 pm
- Third Tuesday of each month, excluding June and July
- John Ed Keeter Public Library
355 W McLeroy Boulevard
Saginaw, TX 76179
- View the [events calendar](#) for more information.

Membership Information

Dues are \$20 annually or 20 volunteer-hours (within 4 months) annually. All memberships are renewable in April of each year. All dues, expenses, and donations to and for the John Ed Keeter Public Library / Saginaw Library Boosters are tax deductible.

- View the [booster membership application \(PDF\)](#).



The Saginaw Library Boosters is a 501(c)(3) nonprofit organization dedicated to promoting the cultural and educational assets of the John Ed



Keeter Public Library. The boosters need volunteers to assist in the library throughout the year through services and fundraisers. Young adults 13 years old and older who have completed the 7th grade are also encouraged to volunteer during summer reading club.

- View the [Texas Library Association Website](#) for ways to advocate for libraries.

Contact Information

For more information on how you can help support the John Ed Keeter Public Library, [email the Library Director](#) or call the Library at (817) 230-0300 option 8.

YOU ARE INVITED....

...to join us! Saginaw Library Boosters is a non-profit 501(C)(3) service organization dedicated to promoting cultural and educational assets for the John Ed Keeter Public Library.

As a member you can...

- Participate in monthly Booster meetings.
- Volunteer at the Library.
- Serve as a representative of the Library.
- Attend seminars and meetings that will enhance your ability to serve.

Your visibility in the respected Saginaw Library Boosters will benefit other organizations in which you may participate.

SERVICES....

- Summer: Children's & Teen's Reading Programs Sponsor
- Year-Round: Book Donation area for access to reading materials – free, or small donations accepted
- Year-Round: Volunteer services for the Library

THE SAGINAW LIBRARY BOOSTERS

John Ed Keeter Public Library



**City of Saginaw
John Ed Keeter Public Library**

355 W. McLeroy Blvd.
Saginaw, Texas 76179
Phone: 817-230-0300
Fax: 817-232-9134
www.saginawlibrarytexas.org
Paula Sallfors, Director

Hours of Operation

Sunday & Monday - Closed
Tuesday & Thursday - 9:00 a.m. to 8:00 p.m.
Wednesday & Friday - 9:00 a.m. to 6:00 p.m.
Saturday - 9:00 a.m. to 6:00 p.m.

Supporting
Your Library
Is
Supporting
Your Community!

Booster Meetings are typically held on the third Tuesday evening of the month at 7:00 and are open to all members and interested parties.

**The John Ed Keeter Public Library
is a member of
North Texas Regional Library
Systems and supports
*Libraries for Literacy.***

If you wish to join us or make a donation,
please complete the form below and mail to:
**Saginaw Library Boosters
John Ed Keeter Public Library
355 W. McLeroy Blvd.
Saginaw TX 76179**

Please make check payable to: *Saginaw Library Boosters*

MEMBERSHIP....

Dues are \$20 annually or the service of 20 volunteer hours (within 4 months) at the Saginaw Public Library annually. All memberships are renewable in April of each year.

The Saginaw Library Boosters is a 501(C)(3) non-profit organization. All dues, expenses and donations to the Boosters and for the John Ed Keeter Public Library are tax deductible.

*"Perhaps no place in any
community is so totally
democratic as the public
library. The only entrance
requirement is interest."* Lady

Bird Johnson

SPECIAL EVENTS....

Seminars

Book/Bake Sale

Authors' Reception

Special Holiday Events

Boosters' Christmas Party

Christmas Events



*The Boosters and former Director Yvonne Flippo
manning their booth at the American Cancer
Society's Relay for Life.*

Name _____

Business _____

Address _____

City & Zip _____

Business Phone _____

Home Phone _____

Cell Phone _____

E-Mail _____

Thank you!

Your Support is Appreciated!

Keith Rinehart

From: Lewis McLain <lewis=mclaindss.com@send.aweber.com> on behalf of Lewis McLain <lewis@mclaindss.com>
Sent: Thursday, February 25, 2021 4:11 PM
To: Keith Rinehart
Subject: Texarkana, Ark: Wealthy widow, cat lover, leaves \$1 million to animal shelter

Wealthy widow, cat lover, leaves \$1 million to animal shelter

www.texarkanagazette.com



Representatives of a late local widow who cared for dozens of cats at a time made her \$1 million donation to the Animal Care and Adoption Center official with a ceremony there Thursday, by Karl Richter Feb. 25 2021 @ 2:11pm

TEXARKANA, Ark. — Representatives of a late local widow who cared for dozens of cats at a time made her \$1 million donation to the Animal Care and Adoption Center official with a ceremony there Thursday.

Attorney John Ross IV and other representatives of the Neva Nell McCormick Trust presented a ceremonial check to the animal shelter's Interim Director Brenda Williamson and city Finance Director TyRhonda Henderson.

"There are going to be some happy cats and dogs," Ross said.

City Manager Kenny Haskin and the Board of Directors will soon decide just how the money will be allocated, Henderson said. Williamson said preliminary plans include renovating the shelter's older buildings to complement a new facility expected to open in late spring or early summer.

"We've already got this new building, but with the money we're going to be able to remodel this old building and use it for our stray animals and puppies. Right now, because this building is so old, it has a lot of diseases in it. Parvo is really bad. Puppies get bad, and they don't survive it.

"We'll be able to use that money to completely redo it to where that is no longer a problem, and we'll be able to save all these little puppies that previously we weren't able to do. It's going to be great," Williamson said.

McCormick, the widow of local chiropractor Roy McCormick, died late last year at age 91, Ross said. A longtime animal lover, she took care of up to 40 cats at a time during her life, even buying them their own house.

McCormick left her entire estate to various animal care organizations, but the donation to the shelter is the only one being made public, Ross said. Because the donation was to a part of city government, subject to financial transparency laws, it could not be kept private. Other donations from the estate will provide continuous funding for years to come, he said.

Williamson was named interim director this week, following the resignation of former Director Kayla Tucker. She spoke about her vision for the shelter's future.

"I really want to bring community awareness to spaying and neutering your pets and making sure they're being kept secure in their yards so we don't have them running around and being picked up.

"I want to be able to have a safe place to be able to put them here if that does happen, and I'd like to have more community involvement, people coming in and volunteering," she said.

4906 Morning Glory Way
McKinney TX 75072
USA

[Unsubscribe](#) | [Change Subscriber Options](#)



City of Saginaw

Meeting Date: 5/4/2021

Staff Contact: Asst City Manager Dolph Johnson
Fire Chief Doug Spears

Agenda Items: (7)

E-mail: djohnson@saginawtx.org
dougspears@saginawfire.us

Phone: 817-230-2325 817-230-0412

SUBJECT:

Consideration and Action regarding Approval of Guaranteed Maximum Price (GMP) Amendment to AIA Document A133-2009 for construction of new the Central Fire Station.

BACKGROUND/DISCUSSION:

September 1, 2020 the City Council approved the Standard Form Agreement AIA Document A133-2009 with Steele & Freeman Inc. to perform as the Construction Manager At Risk or CMAR to construct the new Central Fire Station. As stipulated in the agreement Steele Freeman will perform those services for a Guaranteed Maximum Price or GMP. In coordination with City staff, BRW Architects and Steel & Freeman, the GMP has been established. Approval of the document amendment as presented is agreement to the GMP. Amendment to AIA Document A133-2009 has been reviewed and approved by City legal counsel.

Attached are both the original Standard Form of Agreement AIA Document A133-2009 approved by City Council on September 1, 2020 and the AIA Document A133-2009 Amendment identified as Exhibit A.

FINANCIAL IMPACT:

The GPM as outlined in Exhibit A is Eleven Million Three Hundred Eighty Five Thousand and Eighty Seven dollars (\$11,385,087.00). This is the sum guaranteed by Steele & Freeman, as the CMAR, not to exceed for the construction of the new Central Fire Station.

RECOMMENDATION:

Staff recommends approval of Amendment to AIA Document A133-2009 as presented.

ATTACHMENTS:

Description

Amendment - AIA Document A133-2009 Exhibit A



AIA[®] Document A133[™] – 2009 Exhibit A

Guaranteed Maximum Price Amendment

for the following PROJECT:

(Name and address or location)

New Central Fire Station

THE OWNER:

(Name, legal status and address)

City of Saginaw, Texas
333 West McLeroy Boulevard
Saginaw, Texas 76179

THE CONSTRUCTION MANAGER:

(Name, legal status and address)

Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

ARTICLE A.1

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 2.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of this Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Eleven Million Three Hundred Eighty Five Thousand Eighty Seven Dollars (\$11,385,087.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Construction Manager's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide below or reference an attachment.)

Reference Exhibit "H" GMP Recap and GMP Backup 20 pages, dated May 4, 2021

§ A.1.1.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Contract Documents permit the Owner to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the amount for each and the date when the amount expires.)

Reference Exhibit "F" Alternates & Value Engineering, 2 pages, dated May 4, 2021

§ A.1.1.4 Allowances included in the Guaranteed Maximum Price, if any:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

AIA Document A133[™] – 2009 Exhibit A. Copyright © 1991, 2003 and 2009 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:46:12 CT on 04/28/2021 under Order No.6721215598 which expires on 10/03/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents[®] Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(1836406346)

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
Reference Exhibit "C" Allowances, 1 page, dated May 4, 2021	

§ A.1.1.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Reference Exhibit "D" Clarifications, 2 pages, dated May 4, 2021

§ A.1.1.6 The Guaranteed Maximum Price is based upon the following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Reference Exhibit "B"	Project Manual and Drawings	May 4, 2021	Pages 1-8

§ A.1.1.7 The Guaranteed Maximum Price is based upon the following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
Reference Exhibit "B"	Project Manual and Drawings	May 4, 2021	Pages 1-8

§ A.1.1.8 The Guaranteed Maximum Price is based upon the following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Agreement.)

Number	Title	Date
Reference Exhibit "B"	Project Manual and Drawings	May 4, 2021

§ A.1.1.9 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Agreement.)

Reference Exhibit "G" Unit Prices, 1 page, dated May 4, 2021

Reference Exhibit "H" GMP Recap and GMP Backup 19 pages, dated May 4, 2021

ARTICLE A.2

§ A.2.1 The anticipated date of Substantial Completion established by this Amendment:

Reference Exhibit "E" Schedule, 1 page, dated May 4, 2021

OWNER (Signature)

The Honorable Todd Flippo, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Michael D. Freeman, President
(Printed name and title)

Additions and Deletions Report for

AIA® Document A133™ – 2009 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:46:12 CT on 04/28/2021.

PAGE 1

New Central Fire Station

...

City of Saginaw, Texas
333 West McLeroy Boulevard
Saginaw, Texas 76179

...

Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

...

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~(\$—)~~, Eleven Million Three Hundred Eighty Five Thousand Eighty Seven Dollars (\$11,385,087.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Reference Exhibit "H" GMP Recap and GMP Backup 20 pages, dated May 4, 2021

...

Reference Exhibit "F" Alternates & Value Engineering, 2 pages, dated May 4, 2021

PAGE 2

Reference Exhibit "C" Allowances, 1
page, dated May 4, 2021

...

Reference Exhibit "D" Clarifications, 2 pages, dated May 4, 2021

...

Reference Exhibit
"B"

Project Manual and
Drawings

May 4, 2021

Pages 1-8

...

Reference Exhibit
"B"

Project Manual and
Drawings

May 4, 2021

Pages 1-8

...

Reference Exhibit "B"

Project Manual and
Drawings

May 4, 2021

...

Reference Exhibit "G" Unit Prices, 1 page, dated May 4, 2021

Reference Exhibit "H" GMP Recap and GMP Backup 19 pages, dated May 4, 2021

...

Reference Exhibit "E" Schedule, 1 page, dated May 4, 2021

...

The Honorable Todd Flippo, Mayor

Michael D. Freeman, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:46:12 CT on 04/28/2021 under Order No. 6721215598 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009 Exhibit A, Guaranteed Maximum Price Amendment, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

PROJECT:
FIRE STATION #1 & FIRE ADMINISTRATION

ARCHITECT:
BRW ARCHITECTS
3535 TRAVIS STREET, SUITE 250
DALLAS, TEXAS 75204

SFI JOB No. :
5305

DRAWINGS	ITEM / SHEET No.	DESCRIPTION	DATED	ADDENDUM
		<u>GENERAL</u>		
	G1.1	TITLE SHEET AND DRAWING INDEX	April 5, 2021	ADD. #2
	G1.2	MASTER KEYNOTE LIST	March 19, 2021	
	G1.3	TYPICAL ACCESSIBILITY DETAILS	March 19, 2021	
	G1.4	LIFE SAFETY ANALYSIS - FIRE STATION	March 19, 2021	
	G1.5	LIFE SAFETY ANALYSIS - ADMIN_EOC	March 19, 2021	
	G1.6	ICC 500 CODE INFORMATION	March 19, 2021	
		<u>ARCHITECTURAL SITE</u>		
	AS1.1	ARCHITECTURAL SITE PLAN	April 16, 2021	POST BID ADD. #3
	AS1.2	BREEZEWAY PLANS	April 16, 2021	POST BID ADD. #3
	AS1.3	BREEZEWAY DETAILS	April 5, 2021	ADD. #2
	AS1.4	ARCHITECTURAL SITE DETAILS	March 19, 2021	
	AS1.5	ARCHITECTURAL SITE DETAILS	March 19, 2021	
	AS1.6	ARCHITECTURAL SITE DETAILS	April 5, 2021	ADD. #2
	AS1.7	CARPORT DETAILS	March 19, 2021	
		<u>CIVIL</u>		
	C0.01	GENERAL NOTES	March 19, 2021	
	C1.01	EXISTING CONDITIONS AND DEMOLITION PLAN	April 16, 2021	POST BID ADD. #3
	C2.01	DIMENSION CONTROL PLAN	April 16, 2021	POST BID ADD. #3
	C3.01	PAVING SIGNAGE AND STRIPING PLAN	April 16, 2021	POST BID ADD. #3
	C4.01	GRADING PLAN	April 16, 2021	POST BID ADD. #3
	C5.01	EXISTING DRAINAGE AREA MAP	April 16, 2021	POST BID ADD. #3
	C5.02	DEVELOPED DRAINAGE AREA MAP	April 16, 2021	POST BID ADD. #3
	C6.01	STORM SEWER PLAN	April 16, 2021	POST BID ADD. #3
	C6.51	STORM SEWER PROFILE	April 16, 2021	POST BID ADD. #3
	C6.52	STORM SEWER PROFILE	April 16, 2021	POST BID ADD. #3
	C6.53	DETENTION POND CALCULATIONS	April 16, 2021	POST BID ADD. #3
	C6.54	ALTERNATE NORTHERN DENTENTION POD	Owner Betterment. A	POST BID ADD. #3
	C7.01	WATER AND SANITARY SEWER PLAN	Owner Contingency e	POST BID ADD. #3
	C7.51	SANITARY SEWER PROFILE	April 16, 2021	POST BID ADD. #3
	C8.01	EROSION CONTROL PLAN	April 16, 2021	POST BID ADD. #3
	C8.02	EROSION CONTROL DETAILS	March 19, 2021	
	C9.01	CONSTRUCTION DETAILS	March 19, 2021	
	C9.02	CONSTRUCTION DETAILS	March 19, 2021	
	C9.03	CONSTRUCTION DETAILS	March 19, 2021	
	C9.04	CONSTRUCTION DETAILS	March 19, 2021	
	C9.05	CONSTRUCTION DETAILS	March 19, 2021	
	C9.06	CONSTRUCTION DETAILS	March 19, 2021	
	C9.07	CONSTRUCTION DETAILS	March 19, 2021	
	C9.08	CONSTRUCTION DETAILS	March 19, 2021	

<u>LANDSCAPE & IRRIGATION</u>			
L1.0	LANDSCAPE PLAN	March 19, 2021	
L1.1	LANDSCAPE PLANTING DETAILS	March 19, 2021	
L1.2	SITE DETENTION DETAILS	March 19, 2021	
L2.0	IRRIGATION SHEET	March 19, 2021	
L2.1	IRRIGATION SHEET	March 19, 2021	
<u>STRUCTURAL</u>			
S1.0	GENERAL NOTES	March 19, 2021	
S1.1	GENERAL NOTES AND ABBREVIATIONS	March 19, 2021	
S1.2	SPECIAL INSPECTIONS	March 19, 2021	
S1.3	STORM SHELTER CRITERIA	March 19, 2021	
S2.1A	FOUNDATION PLAN - FIRE STATION	April 5, 2021	ADD. #2
S2.2A	SLAB FOUNDATION PLAN - FIRE STATION	April 5, 2021	ADD. #2
S2.2B	SLAB FOUNDATION PLAN - ADMIN_EOC	April 16, 2021	POST BID ADD. #3
S3.1	TYPICAL FOUNDATION DETAILS	April 5, 2021	ADD. #2
S3.2	TYPICAL FOUNDATION DETAILS	April 5, 2021	ADD. #2
S3.3	TYPICAL SLAB DETAILS	March 19, 2021	
S3.4	TYPICAL MASONRY DETAILS	March 19, 2021	
S3.5	TYPICAL MASONRY DETAILS	April 5, 2021	ADD. #2
S3.6	SITE STRUCTURE FOUNDATIONS	April 16, 2021	POST BID ADD. #3
S3.10	FOUNDATION SECTIONS	April 5, 2021	ADD. #2
S3.11	FOUNDATION SECTIONS	April 16, 2021	POST BID ADD. #3
S3.12	FOUNDATION SECTIONS	April 16, 2021	POST BID ADD. #3
S3.13	FOUNDATION SECTIONS	April 16, 2021	POST BID ADD. #3
S3.20	FOUNDATION SECTIONS	March 19, 2021	
S4.1A	LOW ROOF AND MEZZANINE FLOOR FRAMING PLAN - FIRE STATION	April 5, 2021	ADD. #2
S4.1B	MEZZANINE FRAMING PLAN - ADMIN_EOC	April 5, 2021	ADD. #2
S4.2A	HIGH ROOF FRAMING PLAN - FIRE STATION	April 5, 2021	ADD. #2
S4.2B	ROOF FRAMING PLAN - ADMIN_EOC	April 5, 2021	ADD. #2
S4.10	FOUNDATION AND ROOF PLAN	April 5, 2021	ADD. #2
S5.1	TYPICAL FRAMING DETAIL	March 19, 2021	
S5.2	TYPICAL FRAMING DETAIL	March 19, 2021	
S5.3	TYPICAL FRAMING DETAIL	March 19, 2021	
S5.4	TYPICAL FRAMING SECTION AND DETAILS	April 5, 2021	ADD. #2
S5.10	ROOF FRAMING SECTIONS	We have included an	ADD. #2
S5.11	ROOF FRAMING SECTIONS	April 5, 2021	ADD. #2
S5.12	ROOF FRAMING SECTIONS	April 5, 2021	ADD. #2
S5.13	ROOF FRAMING SECTIONS	Access Control work i	ADD. #2
	ROOF FRAMING SECTIONS	frame prep are includ	ADD. #2
S5.14	TRUSS ELEVATION AND DETAILS	April 5, 2021	
S6.1	ELEVATIONS AND DETAILS	March 19, 2021	
S8.01	WALL ELEVATIONS	March 19, 2021	

<u>ARCHITECTURAL BUILDING</u>			
A1.0	PARTITION TYPES	March 19, 2020	
A1.1	FIRST FLOOR PLAN - FIRE STATION	April 16, 2021	POST BID ADD. #3
A1.2	FIRST FLOOR PLAN - ADMIN_EOC	April 16, 2021	POST BID ADD. #3
A1.3	CLERESTORY PLANS - FIRE STATION	March 19, 2021	
A1.4	HIGH ROOF PLAN - FIRE STATION	March 19, 2021	
A1.5	HIGH ROOF PLAN - ADMIN_EOC	March 19, 2021	
A1.6	ROOF DETAILS	March 19, 2021	
A1.7	ROOF DETAILS	March 19, 2021	
A1.8	PLAN DETAILS	April 5, 2021	ADD. #2
A2.1	EXTERIOR ELEVATIONS - FIRE STATION	March 19, 2021	
A2.2	EXTERIOR ELEVATIONS - ADMIN_EOC	April 5, 2021	ADD. #2
A2.3	BUILDING SECTIONS - FIRE STATION	March 19, 2021	
A2.4	BUILDING SECTIONS - ADMIN_EOC	March 19, 2021	
A3.1	WALL SECTIONS - FIRE STATION	March 19, 2021	
A3.2	WALL SECTIONS - FIRE STATION	March 19, 2021	
A3.3	WALL SECTIONS - ADMIN_EOC	March 19, 2021	
A3.4	WALL SECTIONS - ADMIN_EOC	April 16, 2021	POST BID ADD. #3
A3.5	SECTION DETAILS	March 19, 2021	
A3.6	SECTION DETAILS	March 19, 2021	
A3.7	SECTION DETAILS	March 19, 2021	
A3.8	CANOPY DETAILS	March 19, 2021	
A3.9	STAIR PLAN & DETAILS	March 19, 2021	
A3.10	STAIR DETAILS	April 16, 2021	POST BID ADD. #3
A4.1	DOOR SCHEDULE	April 16, 2021	POST BID ADD. #3
A4.2	STOREFRONT SCHEDULE	March 19, 2021	
A4.3	STOREFRONT SCHEDULE	April 16, 2021	POST BID ADD. #3
A4.4	DOOR DETAILS	March 19, 2021	
A4.5	STOREFRONT DETAILS	March 19, 2021	
A4.6	STOREFRONT DETAILS	March 19, 2021	
A4.7	LOUVER DETAILS	March 19, 2021	
A4.8	APP BAY DOOR DETAILS	April 5, 2021	ADD. #2
A5.1	ENLARGED PLANS - FIRE STATION	March 19, 2021	
A5.2	ENLARGED PLANS - ADMIN_EOC	April 16, 2021	POST BID ADD. #3
A5.3	INTERIOR ELEVATIONS - FIRE STATION	March 19, 2021	
A5.4	INTERIOR ELEVATIONS - FIRE STATION	April 16, 2021	POST BID ADD. #3
A5.5	INTERIOR ELEVATIONS - FIRE STATION	March 19, 2021	
A5.6	INTERIOR ELEVATIONS - ADMIN_EOC	April 16, 2021	POST BID ADD. #3
A5.7	INTERIOR ELEVATIONS - ADMIN_EOC	March 19, 2021	
A5.8	MILLWORK DETAILS	April 16, 2021	POST BID ADD. #3
A5.9	MILLWORK DETAILS	March 19, 2021	
A5.10	MILLWORK DETAILS	March 19, 2021	
A6.1	CEILING PLAN - FIRE STATIONS	March 19, 2021	
A6.2	CEILING PLAN - ADMIN_EOC	March 19, 2021	
A6.3	REFLECTED CEILING PLAN	March 19, 2021	
A7.0	FINISH SCHEDULE & NOTES	April 16, 2021	POST BID ADD. #3
A7.1	FIRST FLOOR FINISH PLAN - FIRE STATION	March 19, 2021	
A7.2	FIRST FLOOR FINISH PLAN - ADMIN_EOC	April 5, 2021	ADD. #2
A8.1	FIRST FLOOR FURNITURE PLAN - FIRE STATION	March 19, 2021	
A8.2	FIRST FLOOR FINISH PLAN - ADMIN_EOC	March 19, 2021	
<u>MEP</u>			
MEP0.01	ELECTRICAL PLUMBING COVER PAGE	March 19, 2021	
MEP1.1	ELECTRICAL PLUMBING SITE PLAN	April 16, 2021	POST BID ADD. #3
MEP2.1	ELECTRICAL PLUMBING ROOF PLAN	April 16, 2021	POST BID ADD. #3

<u>MECHANICAL</u>			
M0.1	MECHANICAL GENERAL NOTES AND LEGENDS	March 19, 2021	
M1.1	FLOOR PLAN - FIRE STATION	April 16, 2021	POST BID ADD. #3
M1.2	PLANS - ADMIN_EOC AND MEZZANINES	April 16, 2021	POST BID ADD. #3
M2.1	MECHANICAL SCHEDULES	April 16, 2021	POST BID ADD. #3
M3.1	MECHANICAL DETAILS	March 19, 2021	
M3.2	MECHANICAL DETAILS	March 19, 2021	
M4.1	MECHANICAL CONTROLS_DETAILS	March 19, 2021	
<u>PLUMBING</u>			
P0.1	PLUMBING GENERAL NOTES AND LEGEND	April 5, 2021	ADD. #2
P1.1	PLUMBING ANNOTATION FIRST FLOOR PLAN - FIRE STATION	April 16, 2021	POST BID ADD. #3
P1.2	PLUMBING ANNOTATION FIRST FLOOR PLAN - ADMIN_EOC	April 16, 2021	POST BID ADD. #3
P2.1	PLUMBING UNDERSLAB PLAN - FIRE STATION	April 16, 2021	POST BID ADD. #3
P2.2	PLUMBING UNDERSLAB PLAN - ADMIN_EOC	April 5, 2021	ADD. #2
P2.3	VENT FLOOR PLAN - FIRE STATION	March 19, 2021	
P2.4	VENT FLOOR PLAN - ADMIN_EOC	March 19, 2021	
P3.1	FLOOR PLAN - FIRE STATION	April 16, 2021	POST BID ADD. #3
P3.2	PLUMBING SUPPLY PLAN - ADMIN_EOC	April 16, 2021	POST BID ADD. #3
P4.1	PLUMBING SCHEDULES	April 16, 2021	POST BID ADD. #3
P5.1	PLUMBING DETAILS	April 5, 2021	ADD. #2
P5.2	PLUMBING DETAILS	April 16, 2021	POST BID ADD. #3
P6.1	PLUMBING SECTIONS	March 19, 2021	
P7.1	WASTE AND VENT RISER DIAGRAM	March 19, 2021	
<u>FIRE PROTECTION</u>			
FP0.1	GENERAL NOTES AND LEGEND	March 19, 2021	
FP1.1	FIRE PROTECTION FIRST FLOOR PLAN	March 19, 2021	
FP2.1	MEZZANINE FLOOR PLAN	March 19, 2021	
<u>ELECTRICAL</u>			
E0.1	ELECTRICAL GENERAL NOTE AND LEGEND	March 25, 2020	
E2.1	FIRST FLOOR PLAN - FIRE STATION	April 16, 2021	POST BID ADD. #3
E2.2	ELECTRICAL POWER FLOOR PLANS - ADMIN_EOC AND MEZZANINES	April 16, 2021	POST BID ADD. #3
E3.1	FIRST FLOOR PLAN - FIRE STATION	April 16, 2021	POST BID ADD. #3
E3.2	ELECTRICAL LIGHTING FLOOR PLANS - ADMIN_EOC AND MEZZANINES	April 16, 2021	POST BID ADD. #3
E3.3	PLAN - BREEZEWAY AND PATIO	March 19, 2021	
E4.1	ELECTRICAL ENLARGED PLANS	March 19, 2021	
E5.1	ELECTRICAL SCHEDULES	April 16, 2021	POST BID ADD. #3
E5.2	ELECTRICAL SCHEDULES	April 16, 2021	POST BID ADD. #3
E6.1	ELECTRICAL DETAILS	March 19, 2021	
E7.1	RACEWAYS AND BOXES - FIRE STATION	April 16, 2021	POST BID ADD. #3
E7.2	RACEWAYS AND BOXES - ADMIN_EOC	April 16, 2021	POST BID ADD. #3

**PROJECT MANUAL FOR NEW FIRE STATION # 1 & FIRE ADMINISTRATION
DATED MARCH 19, 2021**

SPECIFICATION SECTION, NUMBER & TITLE

DATED

DIVISION 00 - INTRODUCTORY INFORMATION

00 00 07 - Seals Page	March 19, 2021
00 00 10 - Table of Contents	March 19, 2021
00 00 15 - List of Drawings	March 19, 2021

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

00 30 00 - Information Available to Bidders	March 19, 2021
00 30 00A - Geotechnical Investigation Report	March 19, 2021

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 - Summary	March 19, 2021
01 22 00 - Unit Prices	March 19, 2021
01 23 00 - Alternates	April 5, 2021
01 25 00 - Substitution Procedures	March 19, 2021
01 25 00A - Attachment A (Substitution Request Form)	March 19, 2021
01 26 00 - Contract Modification Procedures	March 19, 2021
01 29 00 - Payment Procedures	March 19, 2021
01 31 00 - Project Management and Coordination	March 19, 2021
01 32 00 - Construction Progress Documentation	March 19, 2021
01 33 00 - Submittal Procedures	March 19, 2021
01 40 00 - Quality Requirements	March 19, 2021
01 42 00 - Reference Standards	March 19, 2021
01 43 39 - Mockups	March 19, 2021
01 45 19 - Weatherization System Quality Requirements	March 19, 2021
01 50 00 - Temporary Facilities and Controls	March 19, 2021
01 60 00 - Product Requirements	March 19, 2021
01 73 00 - Execution	March 19, 2021
01 73 29 - Cutting and Patching	March 19, 2021
01 77 00 - Closeout Procedures	March 19, 2021
01 77 00A - Attachment A - Substantial Completion Readiness Checklist	March 19, 2021
01 78 23 - Operation and Maintenance Data	March 19, 2021
01 78 39 - Project Record Documents	March 19, 2021
01 79 00 - Demonstration and Training	March 19, 2021
01 81 33 - Storm Shelter Quality Assurance Plan	March 19, 2021
01 91 13 - General Commissioning Requirements	March 19, 2021

ADD. #2

DIVISION 02 - EXISTING CONDITIONS - (NOT USED)

DIVISION 03 - CONCRETE

03 10 00 - Concrete Formwork	March 19, 2021
03 20 00 - Concrete Reinforcement	March 19, 2021
03 30 00 - Cast-In-Place Concrete	March 19, 2021
03 35 00 - Concrete Finishes	March 19, 2021
03 35 36 - Polished Concrete Floor Finishing	March 19, 2021

DIVISION 04 - MASONRY

04 20 00 - Unit Masonry Assemblies	March 19, 2021
04 42 50 - Quarried Stone Block	March 19, 2021
04 43 00 - Stone Masonry	March 19, 2021
04 43 13 - Adhered Thin Stone Masonry Veneer	March 19, 2021
04 43 39 - Stone Retaining Walls and Facing	March 19, 2021
04 72 00 - Cast Stone Masonry	March 19, 2021

DIVISION 05 - METALS

05 12 00 - Structural Steel	March 19, 2021
05 21 00 - Steel Joists	March 19, 2021
05 30 00 - Steel Deck	March 19, 2021
05 40 00 - Cold-formed Metal Framing	March 19, 2021
05 50 00 - Metal Fabrications	March 19, 2021
05 51 00 - Metal Stairs	March 19, 2021

DIVISION 06 - WOOD, PLASTICS AND COMPOSITES

06 10 00 - Rough Carpentry	March 19, 2021
06 16 00 - Sheathing	March 19, 2021
06 20 13 - Exterior Finish Carpentry	March 19, 2021
06 40 23 - Interior Architectural Woodwork	March 19, 2021
06 61 40 - Quartz Countertops and Fabrications	March 19, 2021
06 64 00 - Plastic Paneling	March 19, 2021

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

07 11 13 - Bituminous Dampproofing	March 19, 2021
07 18 00 - Waterproof Traffic Coating	March 19, 2021
07 21 00 - Thermal Insulation	March 19, 2021
07 26 00 - Vapor Barrier Membrane	March 19, 2021
07 27 13 - Modified Bituminous Sheet Air Barrier	March 19, 2021
07 27 27 - Fluid-Applied Membrane Air Barriers	March 19, 2021
07 40 00 - Metal Roof and Soffit Panels	March 19, 2021
07 42 10 - Composite Framing Support System (CFS)	March 19, 2021
07 72 13 - Weathering Steel Wall Panels	March 19, 2021
07 44 56 - Fiber Cement Panel Rainscreen System	March 19, 2021
07 54 19 - Polyvinyl Chloride (PVC) Membrane Roofing	March 19, 2021
07 54 23 - Thermoplastic Polyolefin (TPO) Membrane Roofing	March 19, 2021
07 62 00 - Sheet Metal Flashing and Trim	March 19, 2021
07 72 00 - Roof Accessories	March 19, 2021
07 84 13 - Penetration Firestopping	March 19, 2021
07 92 00 - Joint Sealants	March 19, 2021
07 95 00 - Expansion Control	March 19, 2021

DIVISION 08 - OPENINGS

08 11 13 - Hollow Metal Doors and Frames	March 19, 2021
08 14 16 - Flush Wood Doors	March 19, 2021
08 31 13 - Access Doors and Frames	March 19, 2021
08 33 23 - Wind and Impact Resistant Fire Rate Coiling Doors	March 19, 2021
08 33 36 - Overhead Coiling Security Grilles	March 19, 2021
08 36 13 - Upward Acting Sectional Doors	March 19, 2021
08 41 13 - Aluminum Entrances and Storefronts	March 19, 2021
08 41 23 - Fire Rated Framed Storefronts	March 19, 2021
08 56 59 - Ballistic Resistant Service Window	March 19, 2021
08 71 00 - Door Hardware	April 16, 2021
08 80 00 - Glazing	March 19, 2021
08 90 00 - Louvers and Vents	March 19, 2021

POST BID ADD. #3

DIVISION 09 - FINISHES

09 21 00 - Gypsum Board Assemblies	March 19, 2021
09 30 13 - Ceramic Tiling	March 19, 2021
09 51 00 - Acoustical Ceilings	March 19, 2021
09 54 26 - Linear Wood Ceilings	March 19, 2021
09 65 13 - Resilient Base and Accessories	March 19, 2021
09 65 19 - Luxury Vinyl Tile	March 19, 2021
09 65 66 - Athletic Rubber Flooring	March 19, 2021
09 68 13 - Tile Carpeting	March 19, 2021
09 68 36 - Static Dissipative Carpet Tile	March 19, 2021
09 68 50 - Walk Off Modular Carpeting	March 19, 2021
09 84 13 - Acoustical Wall Panels	March 19, 2021
09 91 00 - Painting	March 19, 2021
09 96 00 - High-Performance Coatings	March 19, 2021

DIVISION 10 - SPECIALTIES

10 11 00 - Visual Display Surfaces	March 19, 2021
10 14 00 - Signage	March 19, 2021
10 21 13 - Plastic Laminate Toilet Compartments	March 19, 2021
10 26 13 - Wall and Corner Protection	March 19, 2021
10 28 13 - Toilet Accessories	March 19, 2021
10 40 00 - Safety Specialties	March 19, 2021
10 51 43 - Turnout Gear Lockers	March 19, 2021
10 56 23 - Stainless Steel Wire Shelving	March 19, 2021
10 73 23 - Metal Carport Canopies	March 19, 2021
10 75 00 - Flagpoles	March 19, 2021
10 82 23 - Architectural Screen Wall	March 19, 2021

DIVISION 11 - EQUIPMENT

11 31 00 - Appliance and Equipment	March 19, 2021
11 42 05 - Stainless Steel Countertops and Integral Sinks	March 19, 2021

DIVISION 12 - FURNISHINGS

12 24 00 - Manual Roller Shades	March 19, 2021
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DIVISION 13 - SPECIAL CONSTRUCTION

13 07 00 - Bullet Resistant Fiberglass	March 19, 2021
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DIVISION 14 through 20 - (NOT USED)

DIVISION 21 - FIRE SUPPRESSION

21 10 00 - Water-Based Fire Suppression Systems	March 19, 2021
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DIVISION 22 - PLUMBING

22 05 00 - Common Work Results for Plumbing	March 19, 2021
22 05 19 - Meters and Gages for Plumbing Piping	March 19, 2021
22 05 23 - General Duty Valves for Plumbing Piping	March 19, 2021
22 05 29 - Hangers and Supports for Plumbing Piping and Equipment	March 19, 2021
22 05 53 - Identification for Plumbing Piping and Equipment	March 19, 2021
22 07 00 - Plumbing Insulation	March 19, 2021
22 11 13 - Facility Water Distribution Piping	March 19, 2021
22 11 16 - Domestic Water Piping	March 19, 2021
22 11 19 - Domestic Water Piping Specialties	March 19, 2021
22 11 20 - Facility Natural Gas Piping	March 19, 2021
22 13 13 - Facility Sanitary Sewers	March 19, 2021
22 13 16 - Sanitary Waste and Vent Piping	April 5, 2021
22 13 19 - Sanitary Waste Piping Specialties	April 5, 2021
22 14 13 - Facility Storm Drainage Piping	April 5, 2021
22 14 23 - Storm Drainage Piping Specialties	March 19, 2021
22 34 00 - Fuel Fired Domestic Water Heaters	March 19, 2021
22 40 00 - Plumbing Fixtures	March 19, 2021

ADD. #2
ADD. #2
ADD. #2

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)

23 05 00 - Common Work Results for HVAC	March 19, 2021
23 05 29 - Hangers and Supports for HVAC Piping and Equipment	March 19, 2021
23 05 53 - Identification for HVAC Piping and Equipment	March 19, 2021
23 05 93 - Testing, Adjusting, and Balancing for HVAC	March 19, 2021
23 07 00 - HVAC Insulation	March 19, 2021
23 08 00 - Commissioning of HVAC	March 19, 2021
23 31 13 - Metal Ducts	April 5, 2021
23 33 00 - Air Duct Accessories	March 19, 2021
23 34 23 - HVAC Power Ventilators	March 19, 2021
23 35 22 - Straight Rail Vehicle Exhaust Removal System	April 16, 2021
23 37 13 - Diffuser, Registers, and Grilles	March 19, 2021
23 37 23 - HVAC Gravity Ventilators	March 19, 2021
23 38 00 - Commercial Kitchen Hood	March 19, 2021
23 51 00 - Breechings, Chimneys, and Stacks	March 19, 2021
23 54 00 - Furnaces	March 19, 2021
23 55 23 - Gas-Fired Radiant Heaters	March 19, 2021
23 74 13 - Packaged Rooftop Air-Conditioners	March 19, 2021
23 81 26 - Split System Air Conditioners	March 19, 2021
23 82 39 - Unit Heaters	March 19, 2021

ADD. #2

POST BID ADD. #3

DIVISIONS 24 and 25 - (NOT USED)

DIVISION 26 - ELECTRICAL

26 05 00 - Common Work Results for Electrical	March 19, 2021
26 05 19 - Low Voltage Electrical Power Conductors and Cables	March 19, 2021
26 05 26 - Grounding and Bonding for Electrical Systems	March 19, 2021
26 05 29 - Hangers and Supports for Electrical Systems	March 19, 2021
26 05 33 - Raceway and Boxes for Electrical Systems	March 19, 2021
26 05 53 - Identifications for Electrical System	March 19, 2021
26 24 16 - Panelboards	March 19, 2021
26 27 26 - Wiring Devices	March 19, 2021
26 28 16 - Enclosed Switches and Circuit Breakers	March 19, 2021
26 32 13 - Engine Generators	March 19, 2021
26 33 53 - Static Uninterruptible Power Supply	March 19, 2021
26 36 00 - Automatic Transfer Switches	March 19, 2021
26 41 00 - Lighting Protection System	March 19, 2021
26 51 00 - Interior Lighting	March 19, 2021
26 56 00 - Exterior Lighting	March 19, 2021
26 83 10 - Fire Alarm System	April 5, 2021

ADD. #2

DIVISION 27 - COMMUNICATIONS - (NOT USED)

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY - (NOT USED)

DIVISION 31 - EARTHWORK

31 10 00 - Site Clearing	March 19, 2021
31 20 00 - Earth Moving	March 19, 2021
31 25 00 - Storm Water Pollution Prevention Plan	March 19, 2021
31 31 16 - Termite Control	March 19, 2021
31 63 26 - Drilled Piers	March 19, 2021

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 13 13 - Concrete Paving	March 19, 2021
32 13 73 - Concrete Paving Joint Sealants	March 19, 2021
32 31 19 - Decorative Metal Fencing and Gates	March 19, 2021
32 31 29 - Wood Fencing	March 19, 2021
32 80 00 - Landscape Irrigation System	March 19, 2021
32 92 20 - Lawn Turf Planting	March 19, 2021
32 93 00 - Shrub, Perennial, and Ground Cover Planting	March 19, 2021
32 93 43 - Tree Planting	March 19, 2021

DIVISION 33 - UTILITIES

33 41 00 - Storm Utility Drainage Piping	March 19, 2021
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STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Amendment I AIA A133/CMc

Exhibit 'C' - Allowances

5/4/2021 : Date

PROJECT:
FIRE STATION #1 & FIRE ADMINISTRATION

SFI JOB No. :
5305

ARCHITECT:
BRW ARCHITECTS
3535 TRAVIS STREET, SUITE 250
DALLAS, TEXAS 75204

ALLOWANCES	DESCRIPTION	AMOUNT	
1	Owner Betterment	\$170,918	
2	Construction Contingency	\$227,891	
3	Owner Furnished Residential Appliances - Contractor Install Only	\$30,000	
4	J-Hooks for Network Cabling	\$5,000	
5	Structured Cabling Coordination	\$25,000	
6	Northern Denton Pond - Addendum 3	\$50,000	
<u>ALLOWANCES INCLUDED IN GMP</u>		\$508,809	

PROJECT:
FIRE STATION #1 & FIRE ADMINISTRATION

SFI JOB No. :
5305

ARCHITECT:
BRW ARCHITECTS
3535 TRAVIS STREET, SUITE 250
DALLAS, TEXAS 75204

List of Clarifications, Qualifications, & Assumptions

- 1 COVID-19 or Pandemics issues may delay delivery of equipment and/or labor. Any and all delays related to COVID-19 or unforeseen circumstances outside the Construction Managers control shall be claimed on a day for day basis.

Div 01 **General Requirements**

- 1 We have excluded state sales tax on INCORPORATED materials.
- 2 We have excluded telephone and radio equipment.
- 3 We have excluded tap, impact & meter fees.
- 4 The Building Permit cost has been excluded.
- 5 Bids are based on 100% CD Set dated 03/19/2021 and as noted in Exhibit 'B'
- 6 We have excluded materials testing and special inspections and ICC 500 storm shelter inspections.
- 7 It is assumed that the contract documents have been thoroughly reviewed to meet Federal, state and local codes, including ICC 500 requirements for storm shelter.
- 8 We exclude all seismic requirements referenced in the specifications due to the Project's location in Saginaw does not require any Seismic consideration.
- 9 Deposits required in advance to procure materials will be included on the pay application within the same pay period in which payment is due for deposit to the subcontractors / suppliers.
- 10 Materials that are stored onsite or stored at subcontractor's warehouse will be included on pay applications. Invoices and photos of stored materials will be provided upon request.
- 11 The construction contingency is for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order. All construction contingency expenditures will be documented monthly with each application for payment.
- 12 This project is not a LEED project, therefor VOC Content Restriction (greater than federal or state requirements) and Commissioning is excluded.
- 13 Video of recorded training will be provided on a thumb drive in lieu of a DVD Disc.
- 14 Temporary Environmental Controls, Flush Out & Air contaminant testing is not included in this scope of work.
- 15 Testing Laboratory Services shall be provided by the owner and is excluded from this scope of work.
- 16 SFI will provide access to TEAM for project documentation.
- 17 All unforeseen scope not clearly identified or quantified in the Contract Documents shall be allocated toward Owner Betterment. A Proposed Change (PC) will be presented for Owner approval for all Owner Contingency expenditures.
- 18 Submittal review shall be no more than 10 business days. If additional time is required for approval, then delay to material fabrication and delivery could affect the construction schedule.
- 19 Franchise utility service charges have been excluded for communication lines, electrical power, Atmos gas, etc.
- 20 Schedule does not account for weather delays; therefore, any weather events will have a day-for-day impact on the schedule.
- 21 Delegated Design submittals are recognized for the following sections: 04 4336 Stone Retaining Wall and Facing, 05 4000 Cold Formed Metal Framing, 05 5000 Metal Fabrications, 05 5100 Metal Stairs, 08 3336 Overhead Coiling Security Grilles, 08 3613 Upward Acting AL Doors, 08 4113 Aluminum Entrances and Storefronts, 08 4123 Fire Rated Framed Storefronts, 08 9000 Louvers and Vents, 22 1120 Facility Natural Gas Piping, 23 HVAC Gravity Ventilators, 23 7413 Packaged Rooftop Air Conditioners. No other Delegated Design requirements are recognized unless noted by section.
- 22 Unforeseen material delivery and availability issues beyond Steele & Freeman's control shall be a day for day extension to the project schedule.

Div 03 **Concrete**

- 1 All piers have been bid as dry. Pier Casing is excluded. Geotech shows dry, assumes no casing would be required.
- 2 All exposed slab finishes to be Class B
- 3 All concrete is bid as hand-finished.

- 4 Piers are included as uncased, unit prices and a mobilization cost for the casing and hoisting will apply if water is encountered.

Div 05 **Metals**

- 1 We have excluded AISC certifications and inspections. (Cooperation with the Owner's inspector is included).
- 2 We have excluded all AESS steel finishes. None shown.
- 3 All material sizing to comply with U.L. requirements is the responsibility of the Architect and Engineer and not the Construction Manager. Upsizing of steel beyond what is clearly shown, sized and located in the contract documents is excluded.

Div 06 **Woods, Plastics, and Composites**

- 1 All millwork has been bid to be built to AWI Standards per the specs. AWI Labels are excluded.

Div 09 **Finishes**

- 1 Painting of exposed structure and exposed MEP items is included as noted. Color coding of any MEPP items is excluded.
- 2 We have excluded Spec Section 09 91 00, 1.2, B. We have not included paint for items not noted to be painted on the plans.
- 3 The final version of the light gauge framing shop drawings will be sealed by a professional engineer as specified.
- 4 Wax and wax stripping of flooring is excluded.

Div 12 **Furnishings**

- 1 We have excluded all furniture, except as noted as millwork in Div 6

Div 21 **Fire Suppression**

- 1 It is assumed that the water main will have sufficient pressure to serve this building; therefore, all booster pumps and low pressure pipe routing & heads have been excluded.
- 2 The fire suppression system is delegated-design and included a wet system.
- 3 Fire Protection Dry systems, freeze protected, pre-action and FM 200 type systems are excluded.
- 4 Flexible type sprinkler heads are included.

Div 26 1 Fire Alarm system is to be desinged by a licenced and certified subcontractor.

Div 27 **Communications**

- 1 We have included an allowance for the coordination of Owner Furnished cabling. See Exhibit 'C' - Allowances
- 2 We have included an allowance for network cabling j-hooks. See Exhibit 'C' - Allowances

Div 28 **Electronic Safety and Security**

- 1 Access Control work is excluded and is By Owner. Back boxes, conduit, and door and frame prep are included as shown.
- 2 Video Surveillance work is excluded and is By Owner. Back boxes and conduit are included as shown.
- 3 DAS radio systems are excluded.

Div 31 **Earthwork**

- 1 We have excluded any and all rock excavation.
- 2 We have excluded the disposal of any contaminated soils.
- 3 No or limited below grade water was found on the Boring Logs; therefore, all below grade water remediations is excluded
- 4 Identification of geological stratas including bearing strata are to be identified by the Owner's Testing Laboratory Service.

Div 32 **Exterior Improvements**

- 1 The retaining walls are delegated-design as specified. Stone facing and matching stone cap are included.



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Amendment I AIA A133/CMc
Exhibit 'E' - Schedule
5/4/2021 : Date

PROJECT:
FIRE STATION #1 & FIRE ADMINISTRATION

SFI JOB No. :
5305

ARCHITECT:
BRW ARCHITECTS
3535 TRAVIS STREET, SUITE 250
DALLAS, TEXAS 75204

COMPLETION SCHEDULE

GENERAL CONSTRUCTION

Substantial Completion to be **480 calendar days** from notice to proceed or the issuance of the building permit, which ever is the later.

PROJECT:
FIRE STATION #1 & FIRE ADMINISTRATION

SFI JOB No. :
5305

ARCHITECT:
BRW ARCHITECTS
3535 TRAVIS STREET, SUITE 250
DALLAS, TEXAS 75204

ALTERNATES

	Provide polished concrete flooring (PC1) in the following areas:		
No. 1	Apparatus Bay 106, Storage 125, Janitor 131, Storage 120, IDF 119, EMS 110, and Shop 107	\$17,140	ACCEPTED
No. 2	Pylon Monument Signage	\$52,123	ACCEPTED
No. 3	Provide suspended linear wood ceiling system (WC1), reference Section 9 - "Linear Wood Ceilings" in Lobby 141 and Administrative Conference 165	\$29,580	REJECTED
No. 4	Provide thermoplastic membrane roofing (PVC) at all roofing locations indicated to receive single ply membrane roofing system	-\$8,930	ACCEPTED
No. 5	Provide universal generator connection point as indicated in Electrical drawings and specifications	\$35,497	REJECTED
No. 6	Provide sidewalks and curb ramps connecting to adjacent properties as indicated on civil drawings	\$13,552	ACCEPTED
No. 7	Provide duct cleaning as described in spec section 23 31 13 - 3.09	\$8,818	REJECTED
No. 8	Provide plumbing void system	\$89,299	REJECTED

VALUE OPPORTUNITIES

Div 04	<u>Masonry</u>		
1	Change to Leuders Limestone from Mezger Stone in lieu of Weatherford Blend Chopped Stone from Blackson Brick	-\$10,000	ACCEPTED
Div 07	<u>Thermal and Moisture Protection</u>		
2	Utilize Dens Deck over metal roof insulation in lieu of the 5/8" plywood sheathing	-\$8,800	ACCEPTED
Div 09	<u>Finishes</u>		
3	Delete the two (2) layers of plywood over the Skudo Floor Protection	-\$17,000	REJECTED
4	Change ACT 2 ceiling type to the ACT 1 type at the Admin Building in rooms 146 & 147	-\$4,000	REJECTED
5	Remove the Fabric Wall Covering in Dayroom 115	-\$11,000	ACCEPTED
6	Remove the specialty Horizontal and Vertical Reveal on Fiber Cement Panels (3/A3.5). Install Aluminum Flat Strap behind gaps.	-\$7,000	ACCEPTED
Div 22	<u>Plumbing</u>		
	Delete Sand/Oil High Level Alarm	-\$2,300	REJECTED
	Delete exterior underground natural gas sleeves per Note 5, MEP1.1	-\$2,026	ACCEPTED

Div 23

Heating, Ventilating & Air Conditioning (HVAC)

Change furnace flues from CVPC to PVC, Detail 3, M4.1	-\$396	ACCEPTED
Owner Betterment. A Proposed Change (PC) will be presented for Owner Contingency expenditures.	-\$1,885	ACCEPTED
Change RTU's to standard efficiency	-\$1,765	REJECTED
Change kitchen hood exhaust from welded stainless steel to welded black iron	-\$1,210	REJECTED
Change duct liner in return air transfer ducts from 1-1/2" elastomeric liner in return air to 1" fiberglass	-\$3,650	REJECTED
Change duct liner for first 10' of supply and return downstream of RTU's from 1-1/2" elastomeric liner to 1" fiberglass	-\$5,260	REJECTED
Change the exposed paint grip round supply and exhaust duct from 1" closed cell liner to 1" thick acoustical fiberglass liner	-\$21,310	REJECTED

Div 26

Electrical

Utilize MC Cable in walls	-\$3,750	ACCEPTED
Utilize MC Cable for ceiling daisy chaining of fixtures and power homeruns, EMT conduit shall be utilized in electrical and mechanical rooms	-\$33,700	REJECTED
Aluminum feeders in lieu of copper for panels 200a and up Alternate Lighting Package	-\$17,800	ACCEPTED
Alternate Gear - Spec already allow aluminum bussing, only other option is to series rate and change doors	-\$2,700	REJECTED
Remove Lightning Protection	-\$18,000	ACCEPTED

PROJECT:
FIRE STATION #1 & FIRE ADMINISTRATION

SFI JOB No. :
5305

ARCHITECT:
BRW ARCHITECTS
3535 TRAVIS STREET, SUITE 250
DALLAS, TEXAS 75204

UNIT PRICES	DESCRIPTION	ADD	DEDUCT
1	18" Diameter Piers	\$38.50 /LF	\$8 /LF
	24" Diameter Piers	\$54 /LF	\$10 /LF
	30" Diameter Piers	\$73 /LF	\$12 /LF
	18" Diameter Pier Casing	\$44.00 /LF	
	24" Diameter Pier Casing	\$60.50 /LF	
	30" Diameter Pier Casing	\$79.20 /LF	
	Crane mobilization for casings	\$5,000.00 plus unit rates per foot	
2	Relocate electrical boxes in Gyp. Board Wall Assemblies prior to second side installation	\$125 /5 boxes	N/A
3	Add power outlet on nearby power circuit in Gyp. Board Wall Assemblies prior to second side installation	\$225 /each	N/A
	Add dedicated power with home run to panel, on spare breaker in Gyp. Board Wall Assemblies prior to second side installation	\$1,250 /each	N/A

Owner Betterment. A Proposed Change (PC) will be presented for Owner approval for all Owner Contingency expenditures.



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Amendment I AIA A133/CMc
Exhibit 'H' - Guaranteed Maximum Price
5/4/2021 : Date

PROJECT:
FIRE STATION #1 & FIRE ADMINISTRATION

SFI JOB No. :
5305

ARCHITECT:
BRW ARCHITECTS
3535 TRAVIS STREET, SUITE 250
DALLAS, TEXAS 75204

GUARANTEED MAXIMUM PRICE RECAP

Base GMP	\$11,394,559
Net Alternates & Accepted Value Engineering included in GMP sum	-\$9,472

GUARANTEED MAXIMUM PRICE \$11,385,087



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$36,918
TOTAL LABOR		\$284,363
LABOR BURDEN	38.00%	\$108,058
TOTAL SUBCONTRACT w/INSURANCE		\$9,226,030
TOTAL OTHER		\$152,400
TOTAL EQUIPMENT RENTAL		\$196,533
SALES TAX (RENTAL ONLY)		\$16,214
CONTRACTOR CONTINGENCY	2.00%	\$227,891
DESIGN CONTINGENCY	0.00%	\$0
OWNER BETTERMENT	1.50%	\$170,918
CONSTRUCTION MANAGER FEE	2.75%	\$313,350
PAYMENT & PERFORMANCE BONDS	0.84%	\$95,714
BUILDERS RISK	0.14%	\$15,952
GENERAL / EXCESS LIABILITY	0.34%	\$38,741
OVERHEAD FEE	FIXED	\$511,475
TOTAL - BASE BID		\$11,394,559

GMP TOTAL with ACCEPTED ALTERNATES & VALUE OPPORTUNITIES \$11,385,087

GMP		TOTAL SF	\$ / SF
NEW FIRE STATION #1 TOTAL	\$11,385,087	24,612	\$462.58

POSSIBLE ALTERNATE PRICING OPTIONS - NOT IN BASE BID	
ALTERNATE #1	\$17,140
ALTERNATE #2	\$52,123
ALTERNATE #3	\$29,580
ALTERNATE #4	(\$8,930)
ALTERNATE #5	\$35,497
ALTERNATE #6	\$13,552
ALTERNATE #7	\$8,818
ALTERNATE #8	\$89,299

VALUE OPPORT.

-\$83,357.00

BUILDING COST BREAKDOWN	MATERIAL	LABOR	SUBCONTRACTOR	OTHER	TAXABLE	TAX	SUB TOTALS
NEW FIRE STATION #1 & FIRE ADMINISTRATION - BUILDING	\$36,918	\$209,532	\$8,193,687	\$152,400	\$149,025	\$12,295	\$8,753,857
NEW FIRE STATION #1 & FIRE ADMINISTRATION - SITE	\$0	\$74,831	\$1,032,343	\$0	\$47,508	\$3,919	\$1,158,601
	\$36,918	\$284,363	\$9,226,030	\$152,400	\$196,533	\$16,214	\$9,912,458

PROJECT BREAKDOWN	LABOR BURDEN	CONT. CONTINGENCY	DESIGN CONTINGENCY	OWNER BETTERMENT	CM FEE	INSUR. / BONDS	OVERHEAD FEE	TOTALS
NEW FIRE STATION #1 & FIRE ADMINISTRATION - BUILDING	\$79,622	\$201,255	\$0	\$150,941	\$276,725	\$132,828	\$451,692	\$10,046,920
NEW FIRE STATION #1 & FIRE ADMINISTRATION - SITE	\$28,436	\$26,637	\$0	\$19,978	\$36,625	\$17,580	\$59,783	\$1,347,639
	\$108,058	\$227,891	\$0	\$170,918	\$313,350	\$150,408	\$511,475	\$11,394,559



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - BUILDING					\$36,918		\$209,532		\$8,193,687		\$152,400		\$149,025	\$12,295		\$8,753,857
01 - EXECUTION AND CLOSEOUT REQUIREMENTS																\$496,179
00.0101.	DOCUMENT REPRODUCTION	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	3,500.00	\$3,500.00	0.00	\$0.00	\$0.00	\$3,500	
01.1113.	PUBLIC BID ADVERTISEMENT	2.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	100.00	\$200.00	0.00	\$0.00	\$0.00	\$200	
01.3233.	PHOTO DOCUMENTATION	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	1,500.00	\$1,500.00	0.00	\$0.00	\$0.00	\$1,500	
01.4516.	QUALITY CONTROL	14.00	MO	0.00	\$0.00	2,000.00	\$28,000.00	0.00	\$0.00	0.00	\$0.00	1,000.00	\$14,000.00	\$1,155.00	\$43,155	
01.5113.	TEMPORARY POWER	14.00	MO	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	700.00	\$9,800.00	0.00	\$0.00	\$0.00	\$9,800	
01.5123.	START UP POWER	5.00	MO	0.00	\$0.00	2,800.00	\$14,000.00	0.00	\$0.00	100.00	\$500.00	1,220.00	\$6,100.00	\$503.25	\$21,103	
01.5136.	TEMPORARY WATER	14.00	MO	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	350.00	\$4,900.00	0.00	\$0.00	\$0.00	\$4,900	
01.5219.	SANITARY FACILITIES	14.00	MO	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	1,500.00	\$21,000.00	0.00	\$0.00	\$0.00	\$21,000	
01.5416.	HOISTING & MISC. EQUIPMENT	61.00	WKS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	800.00	\$48,800.00	\$4,026.00	\$52,826	
01.5416.	TEMPORARY YARD, ROAD & MAINTAIN ACCESS	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	6,000.00	\$6,000.00	0.00	\$0.00	\$0.00	\$6,000	
01.5623.	BARRICADES, PROTECTION, FIRST AID & SAFETY	14.00	MO	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	750.00	\$10,500.00	0.00	\$0.00	\$0.00	\$10,500	
01.5623.	INFECTIOUS DISEASE PREVENTION & MONITORING	14.00	MO	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	1,500.00	\$21,000.00	\$1,732.50	\$22,733	
01.5626.	TEMPORARY FENCING, GATES & REMOVAL	1,800.00	LF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	7.00	\$12,600.00	0.00	\$0.00	\$0.00	\$12,600	
01.5733.	TEMPORARY SECURITY	14.00	MO	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	1,500.00	\$21,000.00	\$1,732.50	\$22,733	
01.5813.	PROJECT SIGN & SAFETY SIGNAGE	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	3,500.00	\$3,500.00	0.00	\$0.00	\$0.00	\$3,500	
01.6600.	STORAGE TRAILERS	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	5,200.00	\$5,200.00	0.00	\$0.00	\$0.00	\$5,200	
01.7123.	FIELD ENGINEERING & LAYOUT	61.00	WKS	0.00	\$0.00	1,200.00	\$73,200.00	0.00	\$0.00	0.00	\$0.00	25.00	\$1,525.00	\$125.81	\$74,851	
01.7400.	FINAL CLEANUP	24,612.00	SF	0.00	\$0.00	0.00	\$0.00	0.75	\$18,459.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$18,459	
01.7400.	GENERAL CLEANUP	61.00	WKS	0.00	\$0.00	800.00	\$48,800.00	0.00	\$0.00	0.00	\$0.00	600.00	\$36,600.00	\$3,019.50	\$88,420	
01.7419.	DUMPSTER	122.00	LOAD	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	600.00	\$73,200.00	0.00	\$0.00	\$0.00	\$73,200	
03 - CONCRETE																\$1,465,918
03.3000.	CONCRETE															
	BUILDING CONCRETE	1.00	LS	0.00	\$0.00	0.00	\$0.00	1,429,000.00	\$1,429,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$1,429,000	WRANGLER
	SITE PAVING	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	GENERATOR AND TRANSFORMER PADS	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	LIGHT POLE BASES	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	MISC. BUILDING CONCRETE	24,612.00	SF	0.00	\$0.00	0.00	\$0.00	1.50	\$36,918.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$36,918	EST
04 - MASONRY																\$567,092
04.2000.	MASONRY															
	STONE VENEER	1.00	LS	0.00	\$0.00	0.00	\$0.00	554,786.00	\$554,786.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$554,786	ACCURATE
	CMU	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	ACCURATE
	CAST STONE	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	ACCURATE
	SHEET METAL FLASHING	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	ACCURATE
	RIGID INSULATION	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	ACCURATE
	MISC. MASONRY	24,612.00	SF	0.00	\$0.00	0.00	\$0.00	0.50	\$12,306.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$12,306	EST



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
05 - METALS																\$1,093,912
05.1000.	STRUCTURAL STEEL															
	BUILDING STEEL	1.00	LS	0.00	\$0.00	0.00	\$0.00	1,059,147.00	\$1,059,147.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$1,059,147	SCS
	CANOPY STEEL	0.00	TONS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SCS
	STAIRS	0.00	TONS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SCS
	BOLLARDS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SCS
	MAN HOLE	1.00	LS	0.00	\$0.00	0.00	\$0.00	2,000.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$2,000	EST
	REPELLING HOOKS	1.00	LS	0.00	\$0.00	0.00	\$0.00	2,000.00	\$2,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$2,000	EST
	MISC. METALS	24,612.00	SF	0.75	\$18,459.00	0.00	\$0.00	0.50	\$12,306.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$30,765	EST
06 - WOODS, PLASTICS, & COMPOSITES																\$355,833
06.1000.	ROUGH CARPENTRY	24,612.00	SF	0.75	\$18,459.00	1.85	\$45,532.20	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$63,991	EST
	CEDAR BEAM STRUCTURE															
	2X CEDAR BEAMS	1.00	LS	0.00	\$0.00	0.00	\$0.00	67,122.00	\$67,122.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$67,122	EST
06.4000.	MILLWORK AND CABINETRY															
	MILLWORK (BASE, UPPER, & TALL STORAGE) CABINETS	1.00	LS	0.00	\$0.00	0.00	\$0.00	224,720.00	\$224,720.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$224,720	EUREKA
	MILLWORK TALL WADROBE CABINETS	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	MILLWORK TALL STORAGE CABINETS	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	MILLWORK TALL WADROBE CABINETS	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	QUARTZ COUNTER TOP	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	MILLWORK BENCH	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	STAINLESS STEEL COUNTER TOP	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	SLAT WALL SYSTEM	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	WOOD SHELVES	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	MILLWORK BEDS	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
	SOLID SURFACE WINDOW SILLS	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	EUREKA
07 - THERMAL AND MOISTURE PROTECTION																\$1,043,008
07.1000.	WATERPROOFING															
	THRU WALL FLASHING	1.00	LS	0.00	\$0.00	0.00	\$0.00	148,857.50	\$148,857.50	0.00	\$0.00	0.00	\$0.00	\$0.00	\$148,858	SOUTHWEST
	WATERPROOFING, CAULKING & SEALANTS	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHWEST
	JOINT SEALANTS - SITE PAVING	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHWEST
	PRE-FINISHED METAL FLASHING	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHWEST
	FLUID-APPLIED FLASHING	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHWEST
	RIGID INSULATION	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHWEST
	FIRESTOPPING	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHWEST
07.5000.	ROOFING															
	TPO MEMBRANE ROOFING	1.00	LS	0.00	\$0.00	0.00	\$0.00	425,450.00	\$425,450.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$425,450	KINGDOM
	STANDING SEAM METAL ROOFING	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	KINGDOM
	METAL COPING	0.00	LF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	KINGDOM
	METAL FASCIA	0.00	LF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	KINGDOM
	GUTTER & DOWNSPOUTS	0.00	LF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	KINGDOM
	WALK PADS	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	KINGDOM
	ROOF ACCESSORIES	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	KINGDOM
	METAL SOFFIT PANELS	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	KINGDOM
	METAL SCREEN WALL	1.00	LS	0.00	\$0.00	0.00	\$0.00	12,500.00	\$12,500.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$12,500	EST



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CONSTRUCTION MANAGERS

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BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
07 - THERMAL AND MOISTURE PROTECTION - cont.																
07.4243.	EXTERIOR WALL PANEL															
	FIBER CEMENT PANELS	1.00	SF	0.00	\$0.00	0.00	\$0.00	456,200.00	\$456,200.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$456,200	BAKER
	CORTEN STEEL PANELS	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	RAINSCREEN SYSTEM	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
08 - OPENINGS																
08.1000.	DOORS, HARDWARE, & INSTALLATION															\$572,174
	HOLLOW METAL DOORS	1.00	LS	0.00	\$0.00	0.00	\$0.00	140,850.00	\$140,850.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$140,850	WOODARD
	HOLLOW METAL FRAME	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WOODARD
	WOOD DOORS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WOODARD
	STORM DOORS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WOODARD
	FINISHED HARDWARE	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WOODARD
08.1750.	DOOR & HARDWARE INSTALLATION	1.00	LS	0.00	\$0.00	0.00	\$0.00	12,795.00	\$12,795.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$12,795	PETERMAN
08.3300.	OVERHEAD DOORS															
	SECTIONAL OVERHEAD BAY DOORS	1.00	LS	0.00	\$0.00	0.00	\$0.00	202,454.00	\$202,454.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$202,454	TEXAS OVERHEAD
	OVERHEAD SECURITY GRILLES	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TEXAS OVERHEAD
	OVERHEAD DOOR LOW VOLTAGE	14.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TEXAS OVERHEAD
	OVERHEAD COILING FIRE DOOR	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TEXAS OVERHEAD
08.4000.	STOREFRONT DOOR & WINDOW SYSTEMS and GLAZING															
	EXTERIOR STOREFRONT	1.00	LS	0.00	\$0.00	0.00	\$0.00	196,000.00	\$196,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$196,000	SUNBELT
	INTERIOR STOREFRONT	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SUNBELT
	INTERIOR STORM STOREFRONT	73.00	SF	0.00	\$0.00	0.00	\$0.00	275.00	\$20,075.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$20,075	SUNBELT
	STOREFRONT DOORS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SUNBELT
	MIRRORS - 6'-0" TALL	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SUNBELT
09 - FINISHES																
09.2116.	DRYWALL & EXTERIOR WALL FRAMING															
	3-5/8" MTL. STUD GYP ONE SIDE	1.00	LS	0.00	\$0.00	0.00	\$0.00	437,562.00	\$437,562.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$437,562	BAKER
	3-5/8" MTL. STUD GYP TWO SIDES	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	6" MTL. STUD GYP ONE SIDE	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	6" MTL. STUD GYP TWO SIDES	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	6" MTL. STUD EXTERIOR	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	TREATMENT @ SHEATHING JOINTS	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	DRYWALL CEILINGS	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	ACOUSTICAL LAY-IN CEILING	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	FRP PANEL	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
09.3013.	TILING															
	WALL TILE	1.00	LS	0.00	\$0.00	0.00	\$0.00	48,500.00	\$48,500.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$48,500	TSI
	FLOOR TILE	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TSI
	WATERPROOFING / ANTI-FRACTURE MEMBRANE	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TSI



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09 - FINISHES - cont.																
09.6800.	RESILIENT FLOORING															
	CARPET TILE FLOORING	1.00	LS	0.00	\$0.00	0.00	\$0.00	36,900.00	\$36,900.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$36,900	TSI
	RUBBER ATHLETIC FLOORING	1.00	LS	0.00	\$0.00	0.00	\$0.00	11,300.00	\$11,300.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$11,300	TSI
	LVT	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TSI
	TRANSITION STRIPS	0.00	LF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TSI
	MOISTURE MITIGATION	24,612.00	SF	0.00	\$0.00	0.00	\$0.00	1.00	\$24,612.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$24,612	EST
03.3543.	CONCRETE FINISHES															
	POLISHED CONCRETE	1.00	SF	0.00	\$0.00	0.00	\$0.00	27,000.00	\$27,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$27,000	JOHNSON & SONS
	SEALED CONCRETE	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	JOHNSON & SONS
	FLOOR PROTECTION	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	JOHNSON & SONS
	PLYWOOD PER SPECS	1.00	LS	0.00	\$0.00	0.00	\$0.00	17,000.00	\$17,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$17,000	JOHNSON & SONS
09.9000.	PAINTING															
	PAINTING	1.00	LS	0.00	\$0.00	0.00	\$0.00	128,276.00	\$128,276.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$128,276	CHERRY
	MISC. PAINTING & TOUCH UP	24,612.00	SF	0.00	\$0.00	0.00	\$0.00	0.50	\$12,306.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$12,306	EST
10 - SPECIALTIES																\$202,890
10.0000.	SPECIALTIES															
	MARKERBOARDS	1.00	LS	0.00	\$0.00	0.00	\$0.00	94,618.00	\$94,618.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$94,618	SOUTHERN SPEC.
	TOILET ACCESSORIES	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHERN SPEC.
	TOILET PARTITIONS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHERN SPEC.
	FIRE EXTINGUISHERS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHERN SPEC.
	BUNKER GEAR LOCKERS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHERN SPEC.
	FLAGPOLE	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHERN SPEC.
	KNOX BOX	1.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	SOUTHERN SPEC.
10.1423.	SIGNAGE															
	SIGNAGE - GRAPHICS & SPECIAL SIGNS	1.00	LS	0.00	\$0.00	0.00	\$0.00	51,632.00	\$51,632.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$51,632	BENCHMARK
	BUILDING PLAQUE	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BENCHMARK
10.7326.	CANOPIES															
	CARPORT CANOPY	1.00	LS	0.00	\$0.00	0.00	\$0.00	56,640.00	\$56,640.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$56,640	EST
11 - EQUIPMENT																\$30,000
11.3130.	RESIDENTIAL APPLIANCES w/CONTRACTOR INSTALL ONLY	1.00	ALLOW	0.00	\$0.00	0.00	\$0.00	30,000.00	\$30,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$30,000	ALLOWANCE
12 - FURNISHINGS																\$15,695
12.2100.	HORIZONTAL BLINDS & ROLLER SHADES	1.00	LS	0.00	\$0.00	0.00	\$0.00	15,695.00	\$15,695.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$15,695	KITES
21 - FIRE SUPPRESSION SYSTEM																\$63,839
21.0000.	FIRE SUPPRESSION SYSTEM	1.00	LS	0.00	\$0.00	0.00	\$0.00	63,839.00	\$63,839.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$63,839	CENTURY FIRE
	BIM COORDINATION	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	



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22 - PLUMBING																\$369,514
22.0000.	PLUMBING															
	PLUMBING FIXTURES	1.00	EA	0.00	\$0.00	0.00	\$0.00	357,207.76	\$357,207.76	0.00	\$0.00	0.00	\$0.00	\$0.00	\$357,208	JT PLUMBING
	FLOOR DRAINS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	JT PLUMBING
	TRENCH DRAINS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	JT PLUMBING
	ROOF DRAINS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	JT PLUMBING
	OIL / SAND SEPARATOR	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	JT PLUMBING
	MISC. PLUMBING	24,612.00	SF	0.00	\$0.00	0.00	\$0.00	0.50	\$12,306.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$12,306	EST
	BIM COORDINATION	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	JT PLUMBING
23 - HEATING, VENTILATING & AIR CONDITIONING (HVAC)																\$569,920
23.0000.	MECHANICAL															
	HVAC - FIRE ADMINISTRATION - SPLIT SYSTEMS	1.00	SF	0.00	\$0.00	0.00	\$0.00	443,380.00	\$443,380.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$443,380	TRAVIS
	HVAC - LIVING QUARTERS - RTU's	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TRAVIS
	HVAC - APPARATUS BAY	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TRAVIS
	HIGH VOLUME LOW VELOCITY CEILING FANS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TRAVIS
	BIM COORDINATION	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	TRAVIS
23.0000.	PLYMOVENT EXHAUST SYSTEM															
	HVAC - APPARATUS BAY (5 BAYS) - PLYMOVENT EXHAUST	1.00	LS	0.00	\$0.00	0.00	\$0.00	110,900.00	\$110,900.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$110,900	AIR CLEANING TECH
23.0593.	TEST & BALANCE															
	TESTING, ADJUSTING & BALACNING FOR HVAC	1.00	LS	0.00	\$0.00	0.00	\$0.00	15,640.00	\$15,640.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$15,640	AIR BALANCE
26 - ELECTRICAL																\$992,059
26.0000.	ELECTRICAL															
	ELECTRICAL WORK	1.00	SF	0.00	\$0.00	0.00	\$0.00	968,600.00	\$968,600.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$968,600	INTEX
	SWITCHGEAR PACKAGE	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	INTEX
	LIGHT FIXTURE PACKAGE	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	INTEX
	LIGHTING CONTROLS	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	INTEX
	350 KW GENERATOR	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	INTEX
	LIGHTNING PROTECTION FOR STRUCTURES	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	INTEX
	J HOOKS FOR CABLE SUPENSION	1.00	ALLOW	0.00	\$0.00	0.00	\$0.00	5,000.00	\$5,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$5,000	ALLOWANCE
	MISC. ELECTRICAL	24,612.00	SF	0.00	\$0.00	0.00	\$0.00	0.75	\$18,459.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$18,459	EST
	BIM COORDINATION	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	
27 - COMMUNICATIONS																\$25,000
27.4116.	STRUCTURED CABLING	1.00	LS	0.00	\$0.00	0.00	\$0.00	25,000.00	\$25,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$25,000	ALLOWANCE
28 - LIFE SAFETY																\$26,280
	ACCESS CONTROL	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BY OWNER
	VIDEO SURVEILLANCE	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BY OWNER
	PA SYSTEM	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BY OWNER
28.4600.	FIRE ALARM	1.00	SF	0.00	\$0.00	0.00	\$0.00	26,280.00	\$26,280.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$26,280	CENTURY FIRE



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NEW FIRE STATION #1 & FIRE ADMINISTRATION - SITE					\$0		\$74,831		\$1,032,343		\$0		\$47,508	\$3,919		\$1,158,601
31 - EARTHWORK																\$401,196
31.0000.	EARTHWORK															
	EARTHWORK	1.00	LS	0.00	\$0.00	0.00	\$0.00	209,843.00	\$209,843.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$209,843	HUTCHINSON
	EARTHWORK - POST BID ADDENDUM No. 3	1.00	LS	0.00	\$0.00	0.00	\$0.00	50,000.00	\$50,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$50,000	ALLOWANCE
	EROSION CONTROL	1.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	HUTCHINSON
	SITE MAINTENANCE	174,539.00	SF	0.00	\$0.00	0.15	\$26,180.85	0.00	\$0.00	0.00	\$0.00	0.20	\$34,907.80	\$2,879.89	\$63,969	EST
	EXPORT OF SPOILS	0.00	CY	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	HUTCHINSON
	MISC. EARTHWORK ITEMS															
	BACKFILL EDGE OF CURB	0.00	CY	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	HUTCHINSON
	RE SPREAD OF TOP SOIL	1.00	LS	0.00	\$0.00	0.00	\$0.00	10,000.00	\$10,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$10,000	EST
	EXCAVATE FOR SIDEWALKS	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	HUTCHINSON
	REMOVAL OF CONSTRUCTION ENTRANCE / SILT FENCE	1.00	LS	0.00	\$0.00	0.00	\$0.00	2,500.00	\$2,500.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$2,500	EST
	FINE GRADING	14.00	MO	0.00	\$0.00	3,475.00	\$48,650.00	0.00	\$0.00	0.00	\$0.00	900.00	\$12,600.00	\$1,039.50	\$62,290	EST
31.3116.	TERMITE CONTROL	1.00	LS	0.00	\$0.00	0.00	\$0.00	2,595.00	\$2,595.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$2,595	FINLEY
32 - SITE IMPROVEMENTS																\$388,352
03.3000.	SITE CONCRETE															
	4" THICK CONCRETE SIDEWALK	0.00	SF	0.00	\$0.00	0.00	\$0.00	4.25	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	6" CONCRETE PAVING	0.00	SF	0.00	\$0.00	0.00	\$0.00	6.50	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	6" CURB	0.00	LF	0.00	\$0.00	0.00	\$0.00	12.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	8" CONCRETE PAVING	0.00	SF	0.00	\$0.00	0.00	\$0.00	8.50	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	CURB RAMPS	0.00	SF	0.00	\$0.00	0.00	\$0.00	25.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	GENERATOR & TRANSFORMER PADS	0.00	SF	0.00	\$0.00	0.00	\$0.00	18.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
	TRICKLE CHANNEL	0.00	SF	0.00	\$0.00	0.00	\$0.00	4.25	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	WRANGLER
32.1000.	RETAINING WALLS															
	ENGINEERED GRAVITY WALL	1.00	LS	0.00	\$0.00	0.00	\$0.00	27,243.00	\$27,243.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$27,243	WALLPRO
32.3100.	FENCING & GATES															
	ORNAMENTAL FENCING - 8'-0" TALL	1.00	LS	0.00	\$0.00	0.00	\$0.00	157,758.30	\$157,758.30	0.00	\$0.00	0.00	\$0.00	\$0.00	\$157,758	DIAMOND FENCE
	SLIDING GATE	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	DIAMOND FENCE
	8'-0" CEDAR WOOD FENCE	0.00	LF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	DIAMOND FENCE
	DUMPSTER GATES	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	DIAMOND FENCE
32.1723.	STRIPING															
	POWER WASH & PREP	1.00	SF	0.00	\$0.00	0.00	\$0.00	3,370.00	\$3,370.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$3,370	STRIPING PLUS
	SITE STRIPING & SIGNAGE	0.00	SF	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	STRIPING PLUS
	WHEEL STOPS	0.00	EA	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	STRIPING PLUS
32.9000.	LANDSCAPE & IRRIGATION															
	SHADE TREES & ORNAMENTAL TREES	1.00	LS	0.00	\$0.00	0.00	\$0.00	199,981.00	\$199,981.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$199,981	GRAND
	SHRUBS, GROUND COVERS, PERENNIALS, & GRASSES	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	GRAND
	LAWN	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	GRAND
	BED'S PREPARTION	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	GRAND
	AGGREGATES	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	GRAND
	MISCELLANEOUS & IRRIGATION	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	GRAND



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
33 - SITE UTILITIES																\$353,796
33.0000.	UTILITIES															
	STORM	1.00	LS	0.00	\$0.00	0.00	\$0.00	353,796.00	\$353,796.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$353,796	HUTCHINSON
	WATER	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	HUTCHINSON
	SANITARY	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	HUTCHINSON
	MISC. HAUL OFF & LAYOUT	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	HUTCHINSON



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$0
TOTAL LABOR		\$0
LABOR BURDEN	38.00%	\$0
TOTAL SUBCONTRACT w/INSURANCE		\$15,585
TOTAL OTHER		\$0
TOTAL EQUIPMENT RENTAL		\$0
SALES TAX (RENTAL ONLY)		\$0
CONTRACTOR CONTINGENCY	2.75%	\$471
DESIGN CONTINGENCY	0.50%	\$86
OWNER BETTERMENT	1.75%	\$300
CONSTRUCTION MANAGER FEE	2.75%	\$471
PAYMENT & PERFORMANCE BONDS	0.84%	\$144
BUILDERS RISK	0.14%	\$24
GENERAL / EXCESS LIABILITY	0.34%	\$58
ALTERNATE No. 1 - TOTAL		\$17,140

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - ALTERNATE No. 1					\$0		\$0		\$15,585		\$0		\$0		\$0	\$15,585
09 - FINISHES																\$15,355
03.3543.	CONCRETE FINISHES															
	POLISHED CONCRETE	1.00	LS	0.00	\$0.00	0.00	\$0.00	15,355.00	\$15,355.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$15,355	JOHNSON & SON
	FLOOR PROTECTION	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	JOHNSON & SON



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$0
TOTAL LABOR		\$0
LABOR BURDEN	38.00%	\$0
TOTAL SUBCONTRACT w/INSURANCE		\$47,395
TOTAL OTHER		\$0
TOTAL EQUIPMENT RENTAL		\$0
SALES TAX (RENTAL ONLY)		\$0
CONTRACTOR CONTINGENCY	2.75%	\$1,433
DESIGN CONTINGENCY	0.50%	\$261
OWNER BETTERMENT	1.75%	\$912
CONSTRUCTION MANAGER FEE	2.75%	\$1,433
PAYMENT & PERFORMANCE BONDS	0.84%	\$438
BUILDERS RISK	0.14%	\$73
GENERAL / EXCESS LIABILITY	0.34%	\$177
ALTERNATE No. 2 - TOTAL		\$52,123

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - ALTERNATE No. 2					\$0		\$0		\$47,395		\$0		\$0	\$0		\$47,395
03 - CONCRETE																\$11,375
03.3000.	CONCRETE															
	PYLON FOUNDATION	1.00	LS	0.00	\$0.00	0.00	\$0.00	11,375.00	\$11,375.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$11,375	WRANGLER
05 - METALS																\$22,177
05.1000.	STRUCTURAL STEEL															
	PYLON STEEL	1.00	LS	0.00	\$0.00	0.00	\$0.00	22,177.00	\$22,177.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$22,177	SCS
07 - THERMAL AND MOISTURE PROTECTION																\$1,000
07.1000.	WATERPROOFING															
	PYLON WATERPROOFING	1.00	LS	0.00	\$0.00	0.00	\$0.00	1,000.00	\$1,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$1,000	SOUTHWEST
07.4243.	EXTERIOR WALL PANEL															
	CORTEN STEEL PANELS	0.00	LS	0.00	\$0.00	0.00	\$0.00	16,800.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
	RAINSCREEN SYSTEM	0.00	LS	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$0	BAKER
09 - FINISHES																\$5,951
09.2116.	DRYWALL & EXTERIOR WALL FRAMING															
	PYLON METAL STUD FRAMING	1.00	LS	0.00	\$0.00	0.00	\$0.00	5,951.00	\$5,951.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$5,951	BAKER



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

10 - SPECIALTIES																\$5,442
10.1423.	SIGNAGE															
	PYLON SIGNAGE	1.00	LS	0.00	\$0.00	0.00	\$0.00	5,442.00	\$5,442.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$5,442	BENCHMARK
26 - ELECTRICAL																\$750
26.0000.	ELECTRICAL															
	PYLON ELECTRICAL WORK	1.00	LS	0.00	\$0.00	0.00	\$0.00	750.00	\$750.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$750	INTEX



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$0
TOTAL LABOR		\$0
LABOR BURDEN	38.00%	\$0
TOTAL SUBCONTRACT w/INSURANCE		\$26,898
TOTAL OTHER		\$0
TOTAL EQUIPMENT RENTAL		\$0
SALES TAX (RENTAL ONLY)		\$0
CONTRACTOR CONTINGENCY	2.75%	\$813
DESIGN CONTINGENCY	0.50%	\$148
OWNER BETTERMENT	1.75%	\$518
CONSTRUCTION MANAGER FEE	2.75%	\$813
PAYMENT & PERFORMANCE BONDS	0.84%	\$248
BUILDERS RISK	0.14%	\$41
GENERAL / EXCESS LIABILITY	0.34%	\$101
ALTERNATE No. 3 - TOTAL		\$29,580

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - ALTERNATE No. 3					\$0		\$0		\$26,898		\$0		\$0		\$0	\$26,898
09 - FINISHES																\$26,500
09.2116.	DRYWALL & EXTERIOR WALL FRAMING															
	ACOUSTICAL GRILLE CEILING	1.00	LS	0.00	\$0.00	0.00	\$0.00	26,500.00	\$26,500.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$26,500	BAKER



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$0
TOTAL LABOR		\$0
LABOR BURDEN	38.00%	\$0
TOTAL SUBCONTRACT w/INSURANCE		-\$8,120
TOTAL OTHER		\$0
TOTAL EQUIPMENT RENTAL		\$0
SALES TAX (RENTAL ONLY)		\$0
CONTRACTOR CONTINGENCY	2.75%	-\$246
DESIGN CONTINGENCY	0.50%	-\$45
OWNER BETTERMENT	1.75%	-\$156
CONSTRUCTION MANAGER FEE	2.75%	-\$246
PAYMENT & PERFORMANCE BONDS	0.84%	-\$75
BUILDERS RISK	0.14%	-\$13
GENERAL / EXCESS LIABILITY	0.34%	-\$30
ALTERNATE No. 4 - TOTAL		-\$8,930

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - ALTERNATE No. 4					\$0		\$0		-\$8,120		\$0		\$0		\$0	-\$8,120
07 - THERMAL AND MOISTURE PROTECTION																-\$8,000
07.5000.	ROOFING															
	PVC MEMBRANE ROOFING	1.00	LS	0.00	\$0.00	0.00	\$0.00	-8,000.00	-\$8,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	-\$8,000	KINGDOM



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$0
TOTAL LABOR		\$0
LABOR BURDEN	38.00%	\$0
TOTAL SUBCONTRACT w/INSURANCE		\$32,277
TOTAL OTHER		\$0
TOTAL EQUIPMENT RENTAL		\$0
SALES TAX (RENTAL ONLY)		\$0
CONTRACTOR CONTINGENCY	2.75%	\$976
DESIGN CONTINGENCY	0.50%	\$177
OWNER BETTERMENT	1.75%	\$621
CONSTRUCTION MANAGER FEE	2.75%	\$976
PAYMENT & PERFORMANCE BONDS	0.84%	\$298
BUILDERS RISK	0.14%	\$50
GENERAL / EXCESS LIABILITY	0.34%	\$121
ALTERNATE No. 5 - TOTAL		\$35,497

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - ALTERNATE No. 5					\$0		\$0		\$32,277		\$0		\$0		\$0	\$32,277
26 - ELECTRICAL																\$31,800
26.0000.	ELECTRICAL															
	ELECTRICAL WORK	1.00	LS	0.00	\$0.00	0.00	\$0.00	31,800.00	\$31,800.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$31,800	INTEX



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$0
TOTAL LABOR		\$0
LABOR BURDEN	38.00%	\$0
TOTAL SUBCONTRACT w/INSURANCE		\$12,323
TOTAL OTHER		\$0
TOTAL EQUIPMENT RENTAL		\$0
SALES TAX (RENTAL ONLY)		\$0
CONTRACTOR CONTINGENCY	2.75%	\$373
DESIGN CONTINGENCY	0.50%	\$68
OWNER BETTERMENT	1.75%	\$237
CONSTRUCTION MANAGER FEE	2.75%	\$373
PAYMENT & PERFORMANCE BONDS	0.84%	\$114
BUILDERS RISK	0.14%	\$19
GENERAL / EXCESS LIABILITY	0.34%	\$46
ALTERNATE No. 6 - TOTAL		\$13,552

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - ALTERNATE No. 6					\$0		\$0		\$12,323		\$0		\$0		\$0	\$12,323
03 - CONCRETE																\$9,895
03.3000.	CONCRETE															
	SITE PAVING	1.00	LS	0.00	\$0.00	0.00	\$0.00	9,895.00	\$9,895.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$9,895	WRANGLER
31 - EARTHWORK																\$2,246
	MISC. EARTHWORK ITEMS															
	BACKFILL EDGE OF CURB	1.00	LS	0.00	\$0.00	0.00	\$0.00	500.00	\$500.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$500	
	EXCAVATE FOR SIDEWALKS	582.00	SF	0.00	\$0.00	0.00	\$0.00	3.00	\$1,746.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$1,746	



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$0
TOTAL LABOR		\$0
LABOR BURDEN	38.00%	\$0
TOTAL SUBCONTRACT w/INSURANCE		\$8,019
TOTAL OTHER		\$0
TOTAL EQUIPMENT RENTAL		\$0
SALES TAX (RENTAL ONLY)		\$0
CONTRACTOR CONTINGENCY	2.75%	\$243
DESIGN CONTINGENCY	0.50%	\$44
OWNER BETTERMENT	1.75%	\$154
CONSTRUCTION MANAGER FEE	2.75%	\$243
PAYMENT & PERFORMANCE BONDS	0.84%	\$74
BUILDERS RISK	0.14%	\$12
GENERAL / EXCESS LIABILITY	0.34%	\$30
ALTERNATE No. 7 - TOTAL		\$8,818

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - ALTERNATE No. 7					\$0		\$0		\$8,019		\$0		\$0		\$0	\$8,019
23 - HEATING, VENTILATING & AIR CONDITIONING (HVAC)																\$7,900
23.0000.	MECHANICAL															
	DUCT CLEANING	1.00	LS	0.00	\$0.00	0.00	\$0.00	7,900.00	\$7,900.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$7,900	TRAVIS



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DESCRIPTION	QTY	TOTALS
TOTAL MATERIAL		\$0
TOTAL LABOR		\$0
LABOR BURDEN	38.00%	\$0
TOTAL SUBCONTRACT w/INSURANCE		\$81,200
TOTAL OTHER		\$0
TOTAL EQUIPMENT RENTAL		\$0
SALES TAX (RENTAL ONLY)		\$0
CONTRACTOR CONTINGENCY	2.75%	\$2,456
DESIGN CONTINGENCY	0.50%	\$446
OWNER BETTERMENT	1.75%	\$1,563
CONSTRUCTION MANAGER FEE	2.75%	\$2,456
PAYMENT & PERFORMANCE BONDS	0.84%	\$750
BUILDERS RISK	0.14%	\$125
GENERAL / EXCESS LIABILITY	0.34%	\$304
ALTERNATE No. 8 - TOTAL		\$89,299

Code	Description	Qty	Units	Unit. Mat.	Material	Unit Lab.	Labor	Unit Sub.	Sub	Unit Oth.	Other	Unit Tax	Taxable	Tax	Total	Comments
NEW FIRE STATION #1 & FIRE ADMINISTRATION - ALTERNATE No. 8					\$0		\$0		\$81,200		\$0		\$0		\$0	\$81,200
22 - PLUMBING																\$80,000
22.0000.	PLUMBING															
	PLUMBING VOID SYSTEM	1.00	LS	0.00	\$0.00	0.00	\$0.00	80,000.00	\$80,000.00	0.00	\$0.00	0.00	\$0.00	\$0.00	\$80,000	EST



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

GMP

CITY OF SAGINAW - NEW FIRE STATION #1 & FIRE ADMINISTRATION

BRW Architects : Architect
5305 : SFI Job Number
05/04/2021 : Dated

DIVISION	VALUE OPPORTUNITIES	ADD / DEDUCT	ACCEPT / REJECT	TOTAL	
04 - MASONRY					
	1 Change to Lueders Limestone from Mezger Stone in lieu of Weatherford Blend Chopped Stone from Blackson Brick	(\$10,000)	ACCEPT	(\$10,000)	
07 - THERMAL AND MOISTURE PROTECTION					
	2 Utilize Dens Deck over metal roof insulation in lieu of the 5/8" plywood sheathing	(\$8,800)	ACCEPT	(\$8,800)	
09 - FINISHES					
	3 Delete the two (2) layers of plywood over the Skudo Floor Protection	(\$17,000)	MAYBE	\$0	
	4 Change ACT 2 ceiling type to the ACT 1 type at the Admin Building in rooms 146 & 147	(\$4,000)	REJECT	\$0	
	5 Remove the Fabric Wall Covering in Dayroom 115	(\$11,000)	ACCEPT	(\$11,000)	
	6 Remove the specialty Horizontal and Vertical Reveal on Fiber Cement Panels (3/A3.5). Install Aluminum Flat Strap behind gaps.	(\$7,000)	ACCEPT	(\$7,000)	
22 - PLUMBING					
	7 Delete Sand/Oil High Level Alarm	(\$2,300)	REJECT	\$0	
	8 Delete exterior underground natural gas sleeves per Note 5, MEP1.1	(\$2,026)	ACCEPT	(\$2,026)	
23 - HEATING, VENTILATING & AIR CONDITIONING (HVAC)					
	9 Change furnace flues from CVPC to PVC, Detail 3, M4.1	(\$396)	ACCEPT	(\$396)	
	10 Change RTU drain pans from stainless steel to plastic	(\$1,885)	ACCEPT	(\$1,885)	
	11 Change RTU's to standard efficiency	(\$1,765)	REJECT	\$0	
	12 Change kitchen hood exhaust from welded stainless steel to welded black iron	(\$1,210)	REJECT	\$0	
	13 Change duct liner in return air transfer ducts from 1-1/2" elastomeric liner in return air to 1" fiberglass	(\$3,650)	REJECT	\$0	
	14 Change duct liner for first 10' of supply and return downstream of RTU's from 1-1/2" elastomeric liner to 1" fiberglass	(\$5,260)	REJECT	\$0	
	15 Change the exposed paint grip round supply and exhaust duct from 1" closed cell liner to 1" thick acoustical fiberglass liner	(\$21,310)	REJECT	\$0	
26 - ELECTRICAL					
	17 Utilize MC Cable in walls	(\$3,750)	ACCEPT	(\$3,750)	
	18 Utilize MC Cable for ceiling daisy chaning of fixtures and power homeruns, EMT conduit shall be utilized in electrical and mechanical rooms	(\$33,700)	REJECT	\$0	
	19 Aluminum feeders in lieu of copper for panels 200a and up	(\$17,800)	ACCEPT	(\$17,800)	
	20 Value Opportunity Lighting Package	\$0	MAYBE	\$0	Possible Value Opportunity forthcoming with coordination between Project Team
	21 Value Opportunity Gear - Specs already allow aluminum bussing, only other option is to series rate and change doors	(\$2,700)	ACCEPT	(\$2,700)	
	22 Remove Lightning Protection	(\$18,000)	ACCEPT	(\$18,000)	
TOTAL VALUE OPPORTUNITIES ACCEPTED				(\$83,357)	



AIA® Document A133™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the 1st day of September in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

City of Saginaw, Texas
333 West McLeroy Boulevard
Saginaw, Texas 76179

and the Construction Manager:
(Name, legal status and address)

Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

for the following Project:
(Name and address or location)

New Central Fire Station

The Architect:
(Name, legal status and address)

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, Texas 75204

The Owner's Designated Representative:
(Name, address and other information)

Fire Chief Doug Spears
Fire Station Number 1
400 S Saginaw Boulevard
Saginaw, Texas 76179
Office Phone: (817) 230-0403
Email: dougspears@saginawfire.us

The Construction Manager's Designated Representative:
(Name, address and other information)

Michael D. Freeman, President
Steele & Freeman, Inc.
1301 Lawson Road

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1397047657)

Fort Worth, Texas 76131
Office Phone: (817) 232-4742
Email: mfreeman@steelefreeman.com

The Architect's Designated Representative:
(Name, address and other information)

Carol Ann T. Kesler, AIA
3535 Travis Street, Suite 250
Dallas, Texas 75204
Office Phone: (214) 528-8704
Email: ckesler@brwarch.com

The Owner and Construction Manager agree as follows.

Init.

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User Notes:

(1397047657)

TABLE OF ARTICLES

1	GENERAL PROVISIONS
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	OWNER'S RESPONSIBILITIES
4	COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES
5	COMPENSATION FOR CONSTRUCTION PHASE SERVICES
6	COST OF THE WORK FOR CONSTRUCTION PHASE
7	PAYMENTS FOR CONSTRUCTION PHASE SERVICES
8	INSURANCE AND BONDS
9	DISPUTE RESOLUTION
10	TERMINATION OR SUSPENSION
11	MISCELLANEOUS PROVISIONS
12	SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests; and to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction cost limitations, as approved by the Owner and set forth in the Contract Documents. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 1.3 General Conditions

Any reference in this document to the AIA Document A201™-2017 shall mean the A201™-2017 as amended by the parties. For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201™-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201™-2017 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

§ 2.1.1 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.1.2 Consultation

The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the Owner; and proposed date of substantial completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

§ 2.1.4 Phased Construction

The Construction Manager shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, or phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities and procurement and construction scheduling issues.

§ 2.1.5 Preliminary Cost Estimates

§ 2.1.5.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action, including but not limited to, substitution of materials or revisions or alterations to the Design Development Documents or the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner and are within the Owner's budget to the extent feasible.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. The Construction Manager shall certify to the Owner that the facility, to the best of his knowledge, has been constructed in accordance with the Architect's construction documents. The certification shall be in a form which is acceptable to the Owner and Construction Manager.

§ 2.1.9 Notices and Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi governmental authorities for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, may be incorporated by Change Order.

§ 2.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, allowances, contingency, and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 2.2.3.6 If Owner requests, Construction Manager shall make available for inspection the background and information that form the basis of the Construction Manager's Guaranteed Maximum Price proposal.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 2.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a Government Entity. In the event that the Contractor is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except for a tax on net profits), as a result of any statute, court decision, written ruling, or regulation takes effect after the contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201™-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs later. Other than services normally associated with Construction Manager's performance of the General Conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion in accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager's bid or proposal provides the best value for the Owner.

§ 2.3.2 Administration

§ 2.3.2.1 All portions of the Work, other than minor work, site clean-up, etc. ("General Conditions"), shall be performed by trade contractors or subcontractors, including the Construction Manager, who have been selected using competitive bids or competitive sealed proposals. With the Owner's approval, the Construction Manager shall publicly advertise and solicit either competitive bids or competitive sealed proposals in accordance with the policies and procedures approved by Owner. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the trade contractors', subcontractors', and Construction Manager's bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefore is completed. All bids or proposals shall be made public within seven (7) days after the date of final selection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, and (4) offers the best value to Owner, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If the Subcontract is awarded on a cost plus fee basis, the Construction Manager shall provide in the Subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect. The Construction Manager shall provide periodic presentations updating the progress, quality, and status of the Work to Owner's City Council, at Owner's request, at no additional cost to Owner.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201™-A201™-2017. Once a schedule has been submitted and approved, time shall be of the essence.

§ 2.3.2.7 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall also keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 2.3.2.7 above.

§ 2.3.2.9 **Liquidated Damages for Failure to Complete on Time.** The time of completion is the essence of this Agreement. For each day that any work shall remain uncompleted after the time specified in the Contract Documents, or the increased time granted by the Owner, or as agreed upon to be increased by additional Work or materials ordered after this Agreement is signed, the sum of Five Hundred and No/100 Dollars (\$500.00) shall be deducted from the monies due the Construction Manager. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages per day that the Construction Manager shall be in default after the time stipulated in the Contract Documents for completing the Work. The said amount is fixed and agreed upon by and between the Owner and Construction Manager because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain and which shall be retained from the monies due, or that may become due, the Construction Manager under this Agreement; and if said monies are insufficient to cover the amount owing, then the Construction Manager or its surety shall pay any additional amounts due.

§2.3.2.10 Claims for Additional Time. The Construction Manager shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. The Construction Manager shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Guaranteed Maximum Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical average cumulative number of rainy days per calendar month is agreed by the Owner and Construction Manager to be as set forth in the following Rainfall Table:

Rainfall Table

JAN	7 calendar days	APR	7 calendar days	JUL	4 calendar days	OCT	7 calendar days
FEB	6 calendar days	MAY	9 calendar days	AUG	4 calendar days	NOV	6 calendar days
MAR	8 calendar days	JUN	7 calendar days	SEP	6 calendar days	DEC	6 calendar days

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner.

Requests for an extension of time pursuant to this subsection shall be submitted to the Owner and Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, and shall include documentation demonstrating the nature and duration of the delays or disruptions and the anticipated effect it will have on the Construction Manager's abilities to perform its obligations along with a plan to deal with the effects of such abnormal or adverse weather conditions and proposed amendments to all affected schedules and the Gantt Chart necessarily resulting therefrom. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents. In the event of such failure, no adjustment shall be made to the Guaranteed Maximum Price, and the Construction Manager shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this subsection.

No payment, compensation, or adjustment of any kind (other than the extensions of time provided for in the Contract Documents) shall be made to the Construction Manager for damages because of hindrances or delays from any cause other than intentional interference of the Owner, whether such hindrances or delays be avoidable or unavoidable, and the Construction Manager agrees that he will make no claim for compensation, damages or mitigation of liquidated damages for any such delays.

§ 2.4 Professional Services

Section 3.12.10 of A201™-A201™-2017 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201™-A201™-2017 shall apply to both the Preconstruction and Construction Phases.

§ 2.6 The Owner has provided the initial construction survey for design purposes, and the Construction Manager shall be responsible for any additional construction surveys and staking. Dimensions of Work shall not be determined by scale or rule, but figured dimensions shall be followed at all times. The Construction Manager shall compare all drawings and verify all dimensions, and shall take any and all measurements necessary to verify the Drawing dimensions in relation to conditions already established at the Project site before laying out the Work. Any discrepancy will be immediately called to the attention of the Architect and Owner by the Construction Manager. The Construction Manager will be held responsible for subsequent errors which could have been avoided.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

(Paragraphs deleted)

§ 3.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Such information or services shall be provided for informational purposes only and are not warranted or represented to accurately show the conditions at the Project site. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

§ 3.1.4.1 The Owner shall furnish tests, inspections and reports required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 3.2 Owner's Designated Representative

The Owner shall designate a representative with respect to the Project. Such representative shall not have authority to make final decisions on behalf of the Owner concerning Change Orders, changing the Guaranteed Maximum Price, extending the date of Substantial or Final Completion, or other items requiring City Council approval; however, the Owner or such authorized representative, shall render decisions in a timely manner in order to avoid unreasonable delay in the service or Work of the Contractor.

(Paragraph deleted)

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, unless such Additional Services are caused by or attributable to the fault of the Construction Manager, in which case the Construction Manager shall be responsible for the cost of such Additional Services. Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

§3.4 Inspection and Testing

The Owner shall provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering and the verification testing services necessary for acceptance of the Work by the Owner.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

No Charge (\$0.00)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Not Applicable (N/A) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

§ 4.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's
(Paragraphs deleted)

invoice, in accordance with the provisions of the Texas Government Code section 2251.021, including computation of interest on unpaid amounts.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

Construction Manager's Fee	2.75% of the Guaranteed Maximum Price
Overhead Fee	Lump Sum Amount of \$511,475.00
Payment and Performance Bonds	0.84% of the Guaranteed Maximum Price
General/Umbrella Insurance	0.34% of the Guaranteed Maximum Price
Builder's Risk Insurance	0.14% of the Guaranteed Maximum Price
Subcontractor Default Insurance	1.50% of Subcontract Values

The above Overhead Fee of \$511,475.00 includes the following cost items:

- Project Managers
- Superintendents
- Vehicle and Travel Expenses for Staff
- Field Project Office, Furniture and Equipment
- Office Supplies

- Courier and Postage
- Temporary Telephone, Fax and Internet Services
- Mobile Phones

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the Work shall be by formal change order.

Additive Change Orders will incur the same fee percentages as listed in Article 5.1.1

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work shall be no more than five percent (5%) of the subcontractor's cost, for overhead, and shall be no more than five percent (5%) of the subcontractor's cost, for profit.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rate paid at the place of the Project.

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. In case of any "buy out" transaction or agreement by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, then such savings shall accrue in the construction contingency. The final balance in construction contingency will be shared with the Owner in the following percentages: one hundred percent (100%) to Owner, zero percent (0%) to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in §6.11.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

All final balances in Owner's Betterment, Allowances and Construction Contingency shall be returned to the Owner as savings.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201™-A201™-2017, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document A201™-A201™-2017, General Conditions of the Contract for Construction, unless such costs are caused by or attributable to the fault of the Construction Manager..

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201™-A201™-2017 and the term "costs" as used in Section 7.3.7 of AIA Document A201™-A201™-2017 shall have the meanings assigned

to them in AIA Document A201™-A201™-2017 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201™-A201™-2017 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 In the case of changes in the Work, the fee will be adjusted as provided for in Section 5.1.1, if both parties agree that the scope of services has changed significantly. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a change order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work, unless such costs are caused by or attributable to the fault of the Construction Manager. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

§ 6.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 6.2.4 Costs paid or incurred by the Construction Manager for payroll taxes, insurance, and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3, and provided that such costs do not exceed thirty percent (30%) of such wages and salaries.

(Paragraph deleted)

§ 6.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Guaranteed Maximum Price Amendment.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

§ 6.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work subject to the Owner's approval.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

(Paragraph deleted)

§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201™-A201™-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

(Paragraphs deleted)

§ 6.7 Other Costs and Emergencies

§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201™-A201™-2017.

(Paragraphs deleted)

§ 6.8 Costs Not To Be Reimbursed

(Paragraphs deleted)

§ 6.8.1 The Cost of Work shall exclude items including, but not limited to, those items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .8 Costs for services incurred during the Preconstruction Phase.

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 Construction Manager shall take advantage of all available discounts, rebates and refunds for supplies, materials and equipment connected with the Work and which conform to the Contract Documents, which discounts, rebates and refunds shall accrue to the benefit of the Owner. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods or service from the related party, as a Subcontractor, according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, the Construction Manager shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 Accounting Records

The Construction Manager shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

§ 7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 7.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Construction Manager shall use AIA Document G702 for Application and Certificate for Payments, and shall use AIA Document G703 for necessary continuation sheets related to AIA Document G702, or shall use such documents in a similar format approved by the Owner.

§ 7.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 7.1.7 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-A201™-2017;
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Construction Manager's Fee, less retainage of five percent (5.00%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the

- same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of five percent (5.00%) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201™-A201™-2017.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 In taking action on the Construction Manager's Applications for Payment, the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§7.1.11 In conjunction with any application for payment submitted by the Construction Manager, the Construction Manager shall comply with the release, lien waiver and other documentation requirements set forth in, but not limited to, AIA Document A201-2017, §9.3.3 and §9.10.2.

§ 7.2 Final Payment

§ 7.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201™-A201™-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect.
- .4 Owner's receipt of an "All Bills Paid" affidavit signed by the Construction Manager affirming that all indebtedness associated with the Work and all sums of money due for labor, materials, fixtures, equipment, and machinery have been paid in full.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

The amount of final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's fee, but not more than the Guaranteed Maximum Price.
- .2 Subtract amounts, if any, for which the Architect or Owner disputes, refuses or withholds payment, including liquidated damages, if any.
- .3 Subtract the aggregate of previous payments made by Owner.

4 The final payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time.

.2 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201™-A201™-2017. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201™-A201™-2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount in accordance with the Contract Documents..

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201™-A201™-2017. (State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201™-A201™-2017.)

Type of Insurance or Bond	Limit of Liability or Bond Amount (\$0.00)
General Liability Insurance	\$ 2,000,000 General Aggregate
Automobile Liability Insurance	\$ 1,000,000 Combined Single Limit
Workers' Compensation Insurance	\$ 1,000,000 Each Accident/Employee/Disease
Excess/Umbrella Liability Insurance	\$10,000,000 Occurrence/Aggregate
Builder's Risk Insurance	Value of the Guaranteed Maximum Price

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201™-A201™-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201™-A201™-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201™-A201™-2017

☒ Litigation in a court of competent jurisdiction

☐ Other: (Specify)

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201™-A201™-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201™-A201™-2017.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201™-A201™-2017.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201™-A201™-2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201™-A201™-2017 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201™-A201™-2017. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201™-A201™-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201™-A201™-2017.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201™-A201™-2017 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201™-A201™-2017 shall apply to both the Preconstruction and Construction Phases.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201™-A201™-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

§11.5.1 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§11.5.2 Construction Manager stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§11.5.3 The Construction Manager may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§11.5.4 If any portion of this Agreement is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this Agreement shall remain in full force and effect.

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 This Agreement, as amended by the parties, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133-2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A201™-A201™-2017, General Conditions of the Contract for Construction
- .3 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

The Honorable Todd Flippo, Mayor
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Michael D. Freeman, President
(Printed name and title)

Additions and Deletions Report for AIA® Document A133™ – 2009

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the 1st day of September in the year 2020

...

City of Saginaw, Texas
333 West McLeroy Boulevard
Saginaw, Texas 76179

...

Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131

...

New Central Fire Station

...

Brown Reynolds Watford Architects, Inc. (BRW)
3535 Travis Street, Suite 250
Dallas, Texas 75204

...

Fire Chief Doug Spears
Fire Station Number 1
400 S Saginaw Boulevard
Saginaw, Texas 76179
Office Phone: (817) 230-0403
Email: dougspears@saginawfire.us

...

Michael D. Freeman, President
Steele & Freeman, Inc.
1301 Lawson Road
Fort Worth, Texas 76131
Office Phone: (817) 232-4742
Email: mfreeman@steelefreeman.com

PAGE 2

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User Notes:

(1397047657)

Carol Ann T. Kesler, AIA
3535 Travis Street, Suite 250
Dallas, Texas 75204
Office Phone: (214) 528-8704
Email: ckesler@brwarch.com
PAGE 3

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. ~~If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.~~

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's ~~interests~~ interests; and to perform the Work defined in the Contract Documents, in accordance with the Owner's requirements and construction cost limitations, as approved by the Owner and set forth in the Contract Documents. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

...

Any reference in this document to the AIA Document A201™-2017 shall mean the A201™-2017 as amended by the parties. For the Preconstruction Phase, AIA Document A201™-2007, A201™-2017, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2007, A201™-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2007, A201™-2017 shall mean the Construction Manager.

PAGE 4

§ 2.1.3 When Project requirements in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and identify items that could affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered well in advance of construction; and the occupancy requirements of the ~~Owner~~ Owner; and proposed date of substantial completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect.

...

§ 2.1.5.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action, including but not limited to, substitution of materials or revisions or alterations to the Design Development Documents or the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the estimates are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner and are within the Owner's budget to the extent feasible.

PAGE 5

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. The Construction Manager shall certify to the Owner that the facility, to the best of his knowledge, has been constructed in accordance with the Architect's construction documents. The certification shall be in a form which is acceptable to the Owner and Construction Manager.

...

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall may be incorporated by Change Order.

...

§ 2.2.3.6 If Owner requests, Construction Manager shall make available for inspection the background and information that form the basis of the Construction Manager's Guaranteed Maximum Price proposal.

PAGE 6

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt by virtue of its status as a Government Entity. In the event that the Contractor is required to pay or bear the burden of any new federal, state, or local tax, or if any rate increase of an existing tax (except for a tax on net profits), as a result of any statute, court decision, written ruling, or regulation takes effect after the contract date, the Guaranteed Maximum Price shall be increased by the amount of the new tax, or tax increase.

...

§ 2.3.1.1 For purposes of Section 8.1.2 of ~~A201-2007~~, A201™-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier-later. Other than services normally associated with Construction Manager's performance of the General Conditions, Construction Manager shall not perform any portions of the Work unless it has been awarded such portion in

accordance with the same procedures imposed upon all other trade contractors or subcontractors, and then, only if the Owner has determined that the Construction Manager's bid or proposal provides the best value for the Owner.

...

§ 2.3.2.1 ~~Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.~~ All portions of the Work, other than minor work, site clean-up, etc. ("General Conditions"), shall be performed by trade contractors or subcontractors, including the Construction Manager, who have been selected using competitive bids or competitive sealed proposals. With the Owner's approval, the Construction Manager shall publicly advertise and solicit either competitive bids or competitive sealed proposals in accordance with the policies and procedures approved by Owner. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all trade contractor and subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process. On any portion of the Work for which the Construction Manager submits a bid or proposal, the Owner shall receive and open the trade contractors', subcontractors', and Construction Manager's bids or proposals, but shall not disclose the contents of the bids or proposals until the selection process therefore is completed. All bids or proposals shall be made public within seven (7) days after the date of final selection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (1) is recommended to the Owner by the Construction Manager, (2) is qualified to perform that portion of the Work, and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, and (4) offers the best value to Owner, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

PAGE 7

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect. The Construction Manager shall provide periodic presentations updating the progress, quality, and status of the Work to Owner's City Council, at Owner's request, at no additional cost to Owner.

§ 2.3.2.6 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and submittal schedule in accordance with Section 3.10 of A201-2007-A201™-A201™-2017. Once a schedule has been submitted and approved, time shall be of the essence.

...

§ 2.3.2.9 Liquidated Damages for Failure to Complete on Time. The time of completion is the essence of this Agreement. For each day that any work shall remain uncompleted after the time specified in the Contract Documents, or the increased time granted by the Owner, or as agreed upon to be increased by additional Work or materials ordered after this Agreement is signed, the sum of Five Hundred and No/100 Dollars (\$500.00) shall be deducted from the monies due the Construction Manager. The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages per day that the Construction Manager shall be in default after the time stipulated in the Contract Documents for completing the Work. The said amount is fixed and agreed upon by and between the Owner and Construction Manager because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner in such event would sustain; and said amount is agreed to be the amount of damages which the Owner would sustain and which shall be

retained from the monies due, or that may become due, the Construction Manager under this Agreement; and if said monies are insufficient to cover the amount owing, then the Construction Manager or its surety shall pay any additional amounts due.

§2.3.2.10 Claims for Additional Time. The Construction Manager shall be entitled to an extension of the contract time for delays or disruptions due to unusually severe weather in excess of that normally experienced at the job site only as determined from climatological data set forth in this subsection. The Construction Manager shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Guaranteed Maximum Price by reason of such delays or disruptions. Rainy days shall not be considered an abnormal or adverse weather condition for which an extension of time will be granted unless and except in those months during which the actual cumulative number of rainy days within the month exceed the historical average cumulative number of rainy days for said month, provided that the rainfall prevented the execution of major items of work on normal working days. A rain day is defined as a day when rainfall exceeds one-tenth (.1) inch during a twenty-four (24) hour period. The historical average cumulative number of rainy days per calendar month is agreed by the Owner and Construction Manager to be as set forth in the following Rainfall Table:

Rainfall Table

<u>JAN</u>	<u>7 calendar days</u>	<u>APR</u>	<u>7 calendar days</u>	<u>JUL</u>	<u>4 calendar days</u>	<u>OCT</u>	<u>7 calendar days</u>
<u>FEB</u>	<u>6 calendar days</u>	<u>MAY</u>	<u>9 calendar days</u>	<u>AUG</u>	<u>4 calendar days</u>	<u>NOV</u>	<u>6 calendar days</u>
<u>MAR</u>	<u>8 calendar days</u>	<u>JUN</u>	<u>7 calendar days</u>	<u>SEP</u>	<u>6 calendar days</u>	<u>DEC</u>	<u>6 calendar days</u>

The number of rain days shown in the Rainfall Table for the first and last months of this Agreement will be prorated in determining the total number of rain days expected during the period of this Agreement. Time extensions may also be granted for any day following a period of precipitation during which muddy conditions exist and prevent performance of major items of work conducted on normal working days, which muddy conditions are subject to confirmation by the Owner.

Requests for an extension of time pursuant to this subsection shall be submitted to the Owner and Architect not later than the fifteenth (15th) day of the month following the month during which the delays or disruptions occurred, and shall include documentation demonstrating the nature and duration of the delays or disruptions and the anticipated effect it will have on the Construction Manager's abilities to perform its obligations along with a plan to deal with the effects of such abnormal or adverse weather conditions and proposed amendments to all affected schedules and the Gantt Chart necessarily resulting therefrom. Failure to timely submit a complete notice of claim for delays and extension of time for completion due to abnormal or adverse weather conditions or rainy days pursuant to this subsection shall result in the denial of a request for extra time for performance under the Contract Documents. In the event of such failure, no adjustment shall be made to the Guaranteed Maximum Price, and the Construction Manager shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in the adjustment of the working time, due to any of the factors outlined within this subsection. No payment, compensation, or adjustment of any kind (other than the extensions of time provided for in the Contract Documents) shall be made to the Construction Manager for damages because of hindrances or delays from any cause other than intentional interference of the Owner, whether such hindrances or delays be avoidable or unavoidable, and the Construction Manager agrees that he will make no claim for compensation, damages or mitigation of liquidated damages for any such delays.

Section 3.12.10 of A201-2007-A201™-A201™-2017 shall apply to both the Preconstruction and Construction Phases.

PAGE 8

Section 10.3 of A201-2007-A201™-A201™-2017 shall apply to both the Preconstruction and Construction Phases.

§ 2.6 The Owner has provided the initial construction survey for design purposes, and the Construction Manager shall be responsible for any additional construction surveys and staking. Dimensions of Work shall not be determined by scale or rule, but figured dimensions shall be followed at all times. The Construction Manager shall compare all drawings and verify all dimensions, and shall take any and all measurements necessary to verify the Drawing

dimensions in relation to conditions already established at the Project site before laying out the Work. Any discrepancy will be immediately called to the attention of the Architect and Owner by the Construction Manager. The Construction Manager will be held responsible for subsequent errors which could have been avoided.

PAGE 9

§ 3.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 3.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of Such information or services shall be provided for informational purposes only and are not warranted or represented to accurately show the conditions at the Project site. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

...

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to designate a representative with respect to the Project. Such representative shall not have authority to make final decisions on behalf of the Owner concerning Change Orders, changing the Guaranteed Maximum Price, extending the date of Substantial or Final Completion, or other items requiring City Council approval; however, the Owner or such authorized representative, shall render decisions in a timely manner in order to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative, service or Work of the Contractor.

§ 3.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™-2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition. The Edition, unless such Additional Services are caused by or attributable to the fault of the Construction Manager, in which case the Construction Manager shall be responsible for the cost of such Additional Services. Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

§3.4 Inspection and Testing

The Owner shall provide or contract for, independently of the Construction Manager, the inspection services, the testing of construction materials engineering and the verification testing services necessary for acceptance of the Work by the Owner.

PAGE 10

No Charge (\$0.00)

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Not Applicable (N/A) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

...

§ 4.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. ~~Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)~~

~~—%—invoice, in accordance with the provisions of the Texas Government Code section 2251.021, including computation of interest on unpaid amounts.~~

...

<u>Construction Manager's Fee</u>	<u>2.75% of the Guaranteed Maximum Price</u>
<u>Overhead Fee</u>	<u>Lump Sum Amount of \$511,475.00</u>
<u>Payment and Performance Bonds</u>	<u>0.84% of the Guaranteed Maximum Price</u>
<u>General/Umbrella Insurance</u>	<u>0.34% of the Guaranteed Maximum Price</u>
<u>Builder's Risk Insurance</u>	<u>0.14% of the Guaranteed Maximum Price</u>
<u>Subcontractor Default Insurance</u>	<u>1.50% of Subcontract Values</u>

The above Overhead Fee of \$511,475.00 includes the following cost items:

- Project Managers
- Superintendents
- Vehicle and Travel Expenses for Staff
- Field Project Office, Furniture and Equipment
- Office Supplies
- Courier and Postage
- Temporary Telephone, Fax and Internet Services
- Mobile Phones

§ 5.1.2 The method of adjustment of the Construction Manager's Fee for changes in the ~~Work~~ Work shall be by formal change order.

Additive Change Orders will incur the same fee percentages as listed in Article 5.1.1

§ 5.1.3 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the ~~Work~~ Work shall be no more than five percent (5%) of the subcontractor's cost, for overhead, and shall be no more than five percent (5%) of the subcontractor's cost, for profit.

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100 %) of the standard rate paid at the place of the Project.

PAGE 11

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner. In case of any "buy out" transaction or agreement by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, then such savings shall accrue in the construction contingency. The final balance in construction contingency will be shared with the Owner in the following percentages: one hundred percent (100%) to Owner, zero percent (0%) to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in §6.11.

...

All final balances in Owner's Betterment, Allowances and Construction Contingency shall be returned to the Owner as savings.

...

§ 5.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document ~~A201-2007~~, A201™-A201™-2017, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Section 7.3.3 of AIA Document ~~A201-2007~~, A201™-A201™-2017, General Conditions of the Contract for ~~Construction~~ Construction, unless such costs are caused by or attributable to the fault of the Construction Manager..

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document ~~A201-2007~~ A201™-A201™-2017 and the term "costs" as used in Section 7.3.7 of AIA Document ~~A201-2007~~ A201™-A201™-2017 shall have the meanings assigned to them in AIA Document ~~A201-2007~~ A201™-A201™-2017 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document ~~A201-2007~~ A201™-A201™-2017 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 ~~If no specific provision is made in Section 5.1.2 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.2 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly. In the case of changes in the Work, the fee will be adjusted as provided for in Section 5.1.1, if both parties agree that the scope of services has changed significantly. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a change order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.~~

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the ~~Work~~. Work, unless such costs are caused by or attributable to the fault of the Construction Manager. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

...

§ 6.2.4 Costs paid or incurred by the Construction Manager for payroll taxes, insurance, ~~contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements,~~ customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through ~~6.2.3-6.2.3~~, and provided that such costs do not exceed thirty percent (30%) of such wages and salaries.

~~§ 6.2.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner's prior approval.~~

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the ~~subcontracts~~ Guaranteed Maximum Price Amendment.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the ~~Work~~ Work subject to the Owner's approval.

...

~~§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.~~

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201-2007 ~~A201™-A201™-2017~~ or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

~~§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201-2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.~~

§ 6.6.6 Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval.

§ 6.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

~~§ 6.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.~~

...

~~§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section 10.4 of AIA Document A201-2007, A201™-A201™-2017.~~

~~§ 6.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Construction Manager and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.~~

~~§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201-2007 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.8.~~

~~§ 6.8.1 The Cost of the Work shall not include the items listed below:~~

- ~~.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;~~
- ~~.2 Expenses of the Construction Manager's principal office and offices other than the site office;~~
- ~~.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;~~
- ~~.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;~~
- ~~.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~
- ~~.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;~~
- ~~.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and~~
- ~~.8 Costs for services incurred during the Preconstruction Phase.~~

~~§ 6.8.1 The Cost of Work shall exclude items including, but not limited to, those items listed below:~~

- ~~.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 6.2, or as may be provided in Article 11;~~
- ~~.2 Expenses of the Construction Manager's principal office and offices other than the site office;~~
- ~~.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;~~
- ~~.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;~~
- ~~.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Construction Manager, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;~~
- ~~.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;~~
- ~~.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and~~
- ~~.8 Costs for services incurred during the Preconstruction Phase.~~

~~§ 6.9.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make~~

~~payments; otherwise, cash discounts shall accrue to the Construction Manager. Construction Manager shall take advantage of all available discounts, rebates and refunds for supplies, materials and equipment connected with the Work and which conform to the Contract Documents, which discounts, rebates and refunds shall accrue to the benefit of the Owner. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.~~

PAGE 15

§ 7.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the certified amount to the Construction Manager not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than ~~(—)thirty (30)~~ days after the Architect receives the Application for Payment.

...

§ 7.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment. Construction Manager shall use AIA Document G702 for Application and Certificate for Payments, and shall use AIA Document G703 for necessary continuation sheets related to AIA Document G702, or shall use such documents in a similar format approved by the Owner.

...

- 1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document ~~A201-2007~~; A201™-A201™-2017;

...

- 3 Add the Construction Manager's Fee, less retainage of ~~percent (—%)~~; five percent (5.00%). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- 4 Subtract retainage of ~~percent (—%)~~; five percent (5.00%) from that portion of the Work that the Construction Manager self-performs;

PAGE 16

- 7 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document ~~A201-2007~~; A201™-A201™-2017.

...

§7.1.11 In conjunction with any application for payment submitted by the Construction Manager, the Construction Manager shall comply with the release, lien waiver and other documentation requirements set forth in, but not limited to, AIA Document A201-2017, §9.3.3 and §9.10.2.

...

- .1 the Construction Manager has fully performed the Contract except for the Construction Manager's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, ~~A201™-A201™-2017~~, and to satisfy other requirements, if any, which extend beyond final payment;

...

- .4 Owner's receipt of an "All Bills Paid" affidavit signed by the Construction Manager affirming that all indebtedness associated with the Work and all sums of money due for labor, materials, fixtures, equipment, and machinery have been paid in full.

The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for ~~Payment, or as follows: Payment.~~

The amount of final payment shall be calculated as follows:

- .1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's fee, but not more than the Guaranteed Maximum Price.

- .2 Subtract amounts, if any, for which the Architect or Owner disputes, refuses or withholds payment, including liquidated damages, if any.

- .3 Subtract the aggregate of previous payments made by Owner.

- .4 The final payment amount determined in accordance with this Section shall be further modified under the following circumstances:

- .1 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees due Construction Manager at any time.

- .2 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, any final payment to Construction Manager shall be subject to deduction for such amounts as the Architect shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201-2007, ~~A201™-A201™-2017~~. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201-2007, ~~A201™-A201™-2017~~. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount ~~without seeking an initial decision pursuant to Section 15.2 of A201-2007. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.~~ in accordance with the Contract Documents.

PAGE 17

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document

~~A201-2007-A201™-A201™-2017.~~

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document

~~A201-2007-)Document~~

~~A201™-A201™-2017.)~~

...

<u>General Liability Insurance</u>	<u>\$ 2,000,000 General Aggregate</u>
<u>Automobile Liability Insurance</u>	<u>\$ 1,000,000 Combined Single Limit</u>
<u>Workers' Compensation Insurance</u>	<u>\$ 1,000,000 Each Accident/Employee/Disease</u>
<u>Excess/Umbrella Liability Insurance</u>	<u>\$10,000,000 Occurrence/Aggregate</u>
<u>Builder's Risk Insurance</u>	<u>Value of the Guaranteed Maximum Price</u>

...

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of ~~A201-2007-A201™-A201™-2017.~~ However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document ~~A201-2007-A201™-A201™-2017.~~ the method of binding dispute resolution shall be as follows:

PAGE 18

☐ Arbitration pursuant to Section 15.4 of AIA Document ~~A201-2007-A201™-A201™-2017~~

☒ Litigation in a court of competent jurisdiction

...

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document ~~A201-2007-A201™-A201™-2017~~ for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

...

§ 10.1.1 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of ~~A201-2007-A201™-A201™-2017.~~

PAGE 19

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

...

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document ~~A201-2007~~, A201™-A201™-2017.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of ~~A201-2007~~ A201™-A201™-2017 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of ~~A201-2007~~ A201™-A201™-2017 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 ~~above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed above.~~

...

The Work may be suspended by the Owner as provided in Article 14 of AIA Document ~~A201-2007~~ A201™-A201™-2017. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document ~~A201-2007~~, A201™-A201™-2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

...

§ 11.1 Terms in this Agreement shall have the same meaning as those in ~~A201-2007~~, A201™-A201™-2017.

...

Section 1.5 of ~~A201-2007~~ A201™-A201™-2017 shall apply to both the Preconstruction and Construction Phases.

...

Section 13.1 of ~~A201-2007~~ A201™-A201™-2017 shall apply to both the Preconstruction and Construction Phases.

...

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement. Except as provided in Section 13.2.2 of ~~A201-2007~~, A201™-A201™-2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

...

§11.5.1 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§11.5.2 Construction Manager stipulates that Owner is a political subdivision of the State of Texas, and as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§11.5.3 The Construction Manager may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Construction Manager from engaging subcontractors to perform various phases of the Project, but Construction Manager shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§11.5.4 If any portion of this Agreement is determined to be invalid, unenforceable, or void, then that portion shall be severed, and all other portions of this Agreement shall remain in full force and effect.

PAGE 20

§ 12.1 This Agreement, as amended by the parties, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

...

.2 AIA Document A201-2007, A201™-A201™-2017, General Conditions of the Contract for Construction

...

The Honorable Todd Flippo, Mayor

Michael D. Freeman, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:11:04 ET on 08/20/2020 under Order No. 0714993424 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



City of Saginaw

Meeting Date: 5/4/2021

Staff Contact: Kim Quin
Finance Director

Agenda Items: (10)

E-mail: kquin@saginawtx.org

Phone: 817-230-0332

SUBJECT:

FY2021-2022 Budget Workshop

BACKGROUND/DISCUSSION:

Budget preparation has begun for the 2021/2022 fiscal year. Presentations will be made to the City Council throughout the spring and summer to review and discuss issues pertinent to the budget.

FINANCIAL IMPACT:

The items discussed may impact the FY21/22 Proposed Budget.

RECOMMENDATION:

This is a workshop to discuss FY21/22 budget issues. No action will be taken.

ATTACHMENTS:

Description

workshop presentation

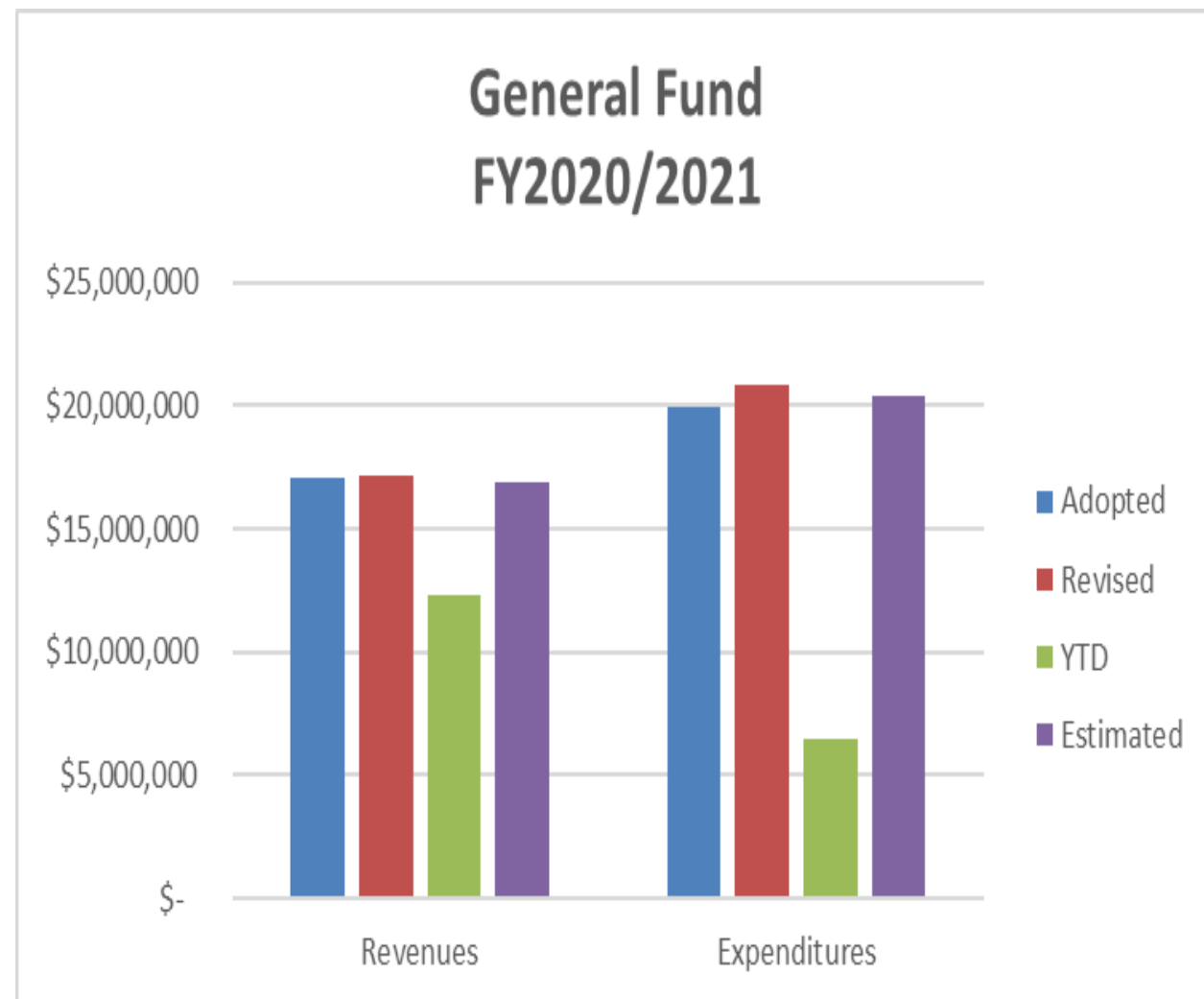


FY2021/2022 BUDGET WORKSHOP CURRENT YEAR PROJECTIONS



General Fund

- Sales tax revenue up 2% ytd
- Building permits and construction inspection fees trending higher than budgeted
- Recreation fees estimated down 89%
- Additions to Adopted Budget: comprehensive plan, land purchase, national guard lobbyist
- Other expense increases offset by expense decreases





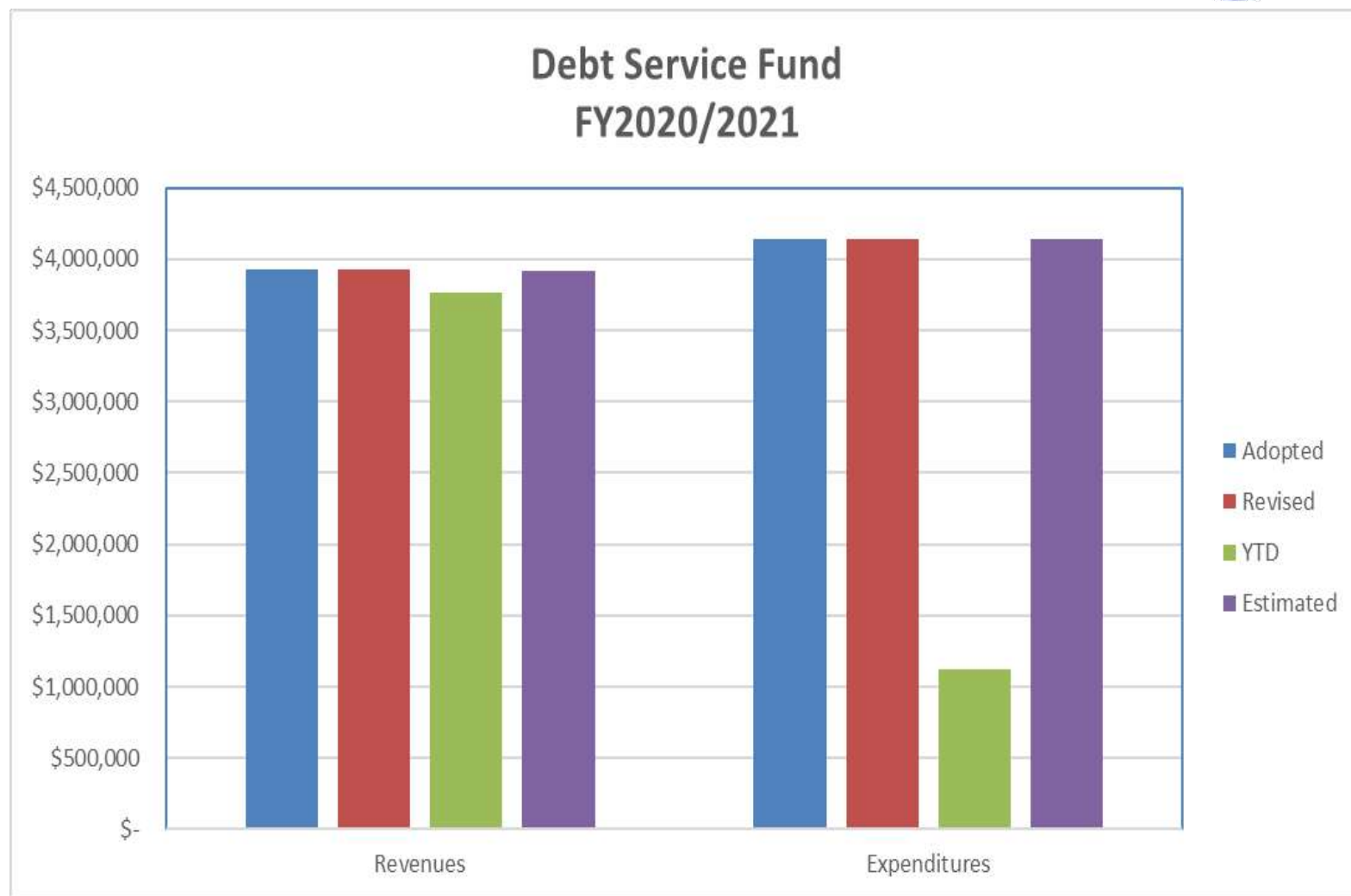
Debt Service Fund

Revenues

- Property Tax
- Interest earnings

Expenses

- Principal and interest on debt
- Includes debt service on tax note





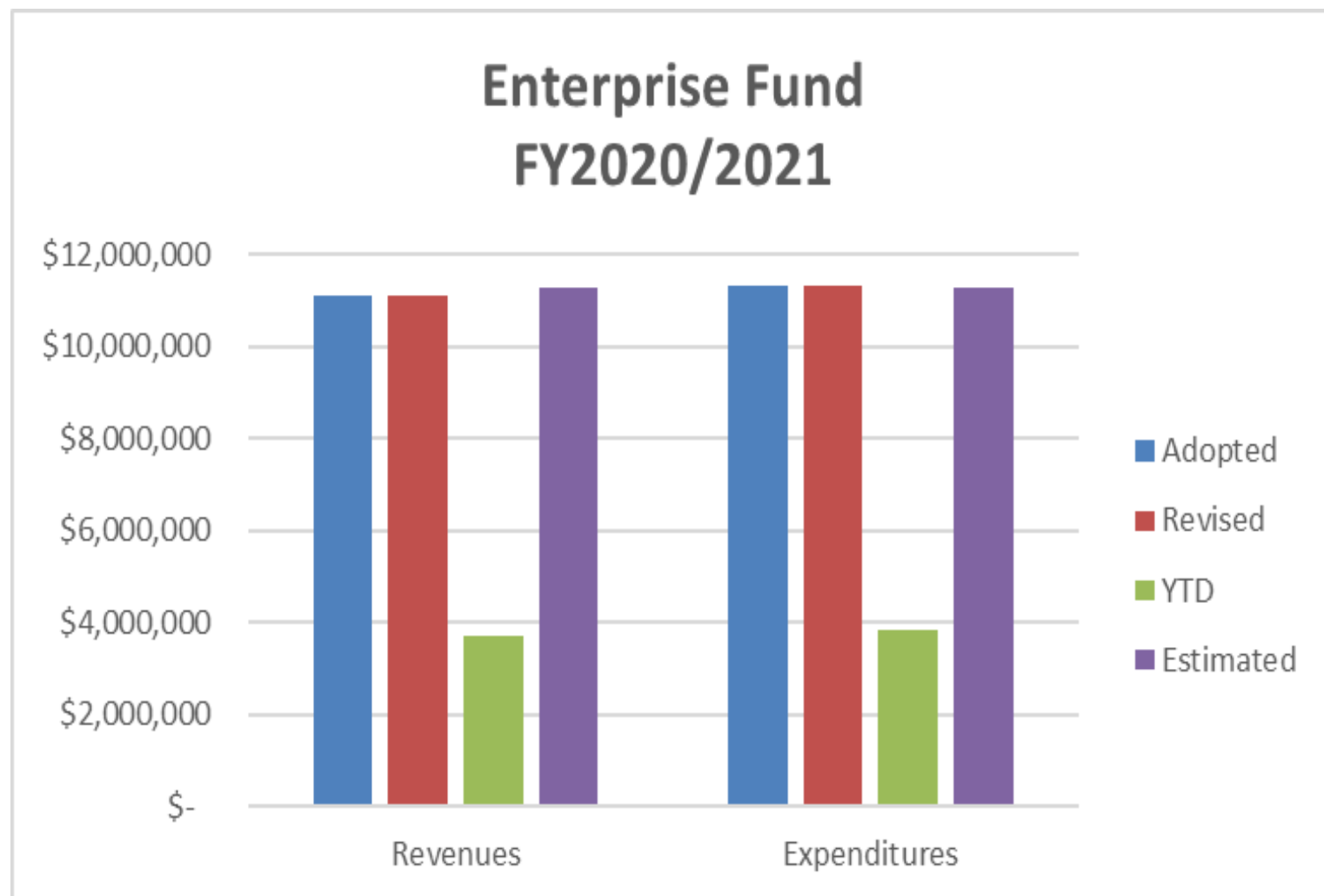
Enterprise Fund (Water and Wastewater)

Revenues

- Water and sewer fees
- Wastewater surcharge fees

Expenses

- Fort Worth water purchase
- Fort Worth wastewater treatment
- Special requests: service truck replacement, APWA accreditation, resiliency study and emergency response plan
- Replace 50% of water meters with cellular technology (year 2)
- Construction Saginaw Blvd 16" WL PH2
- NW Booster Pump





Enterprise Escrow Fund

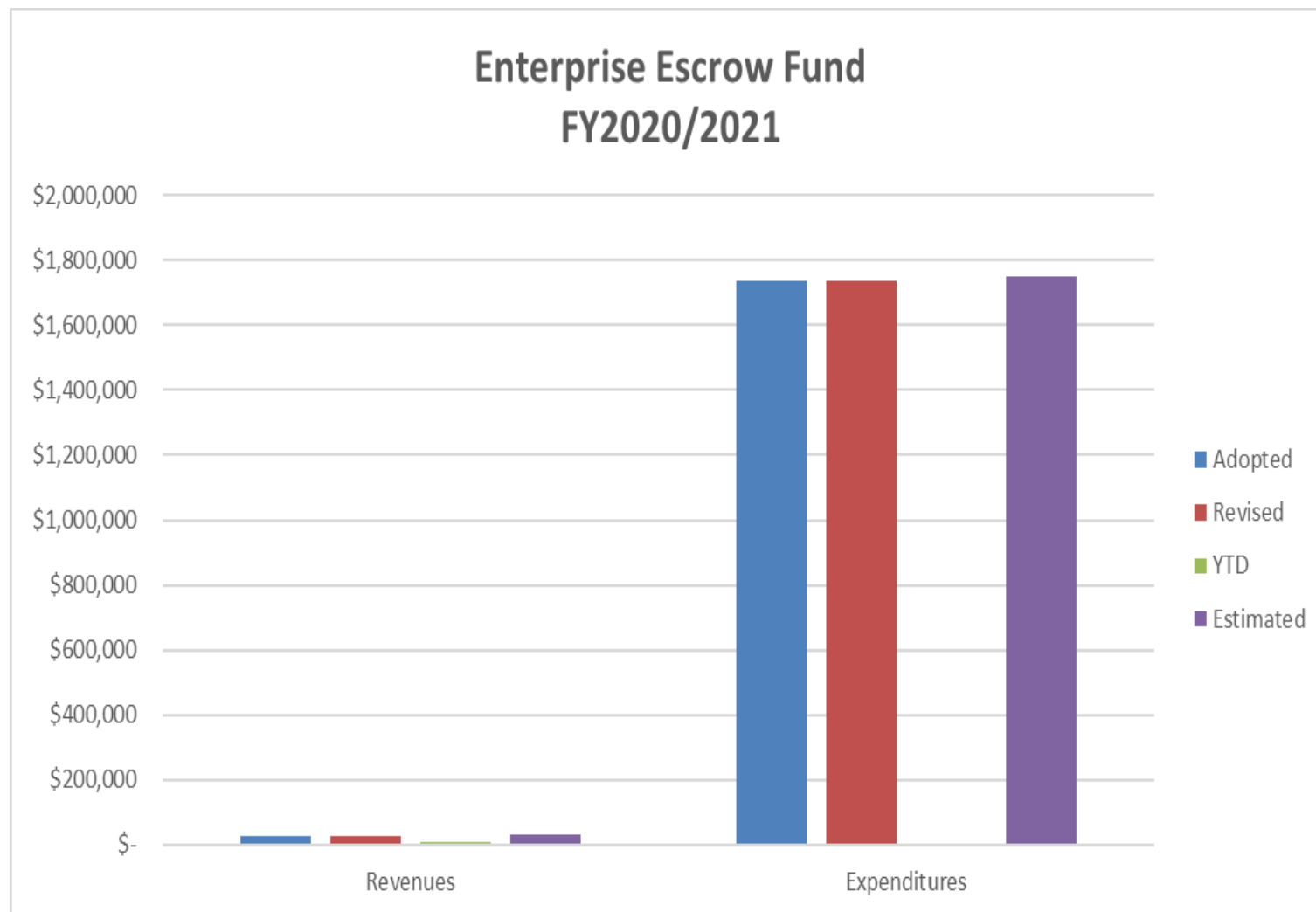
Revenues

- Water Impact Fees
- Transfer for W/WW Equipment Replacement

Expenses

- Transfer to Enterprise Fund for Saginaw Blvd 16" water line PH2 and NW Booster Pump

Additions to Adopted Budget:
impact fee update



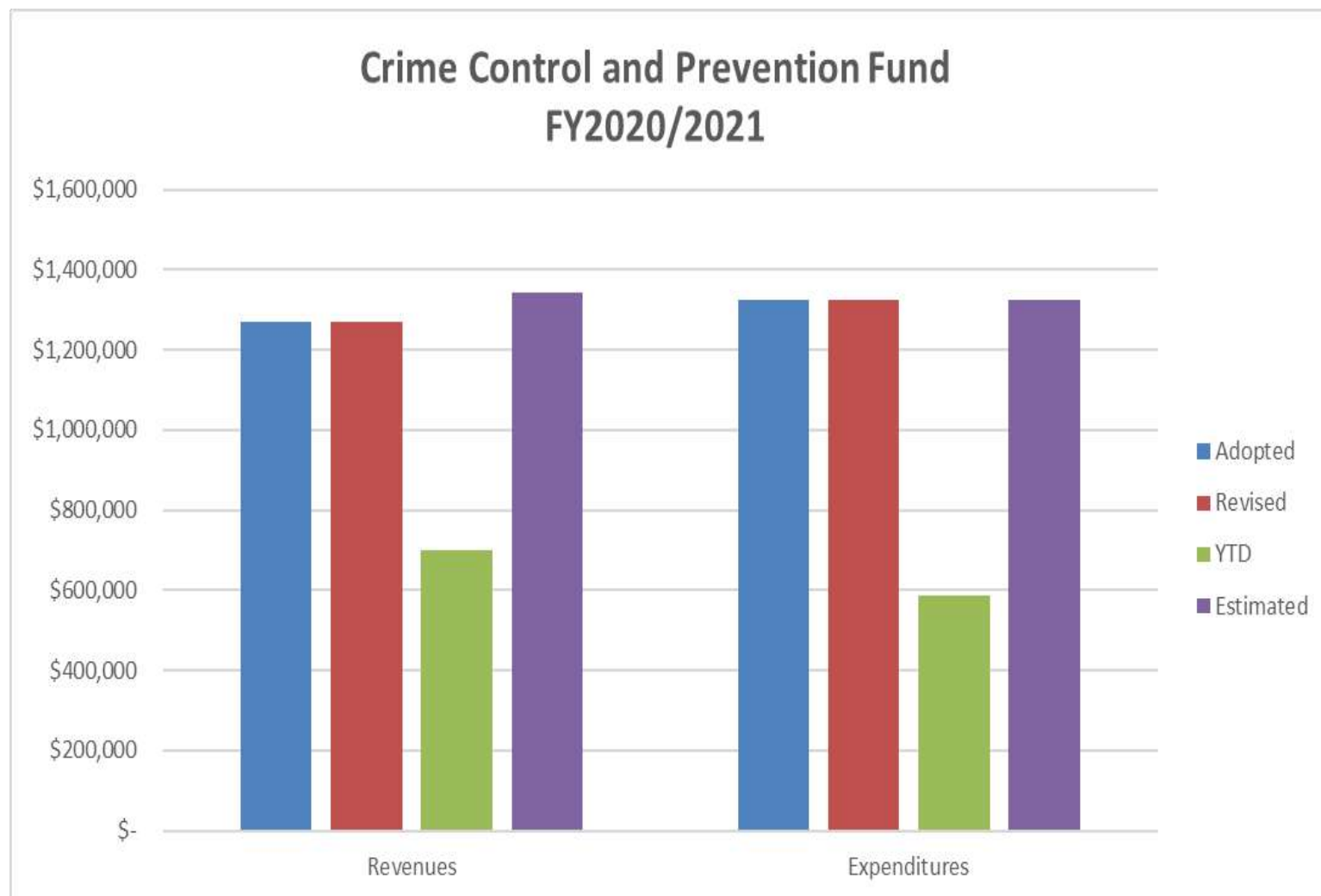


Crime Control & Prevention District Fund

Revenue source is 3/8 cent sales tax

Expenses

- 10 patrol officers, 1 jailer, 1 dispatcher, and ½ SRO
- 3 patrol vehicle replacements
- Software for records management, MDTs, and fingerprint system
- Replacement/new of 9/4 bullet resistant vests 50% grant funding
- Replacement of 4 ticket writers



Drainage Utility Fund



Revenue Source is monthly
Drainage Utility Fee

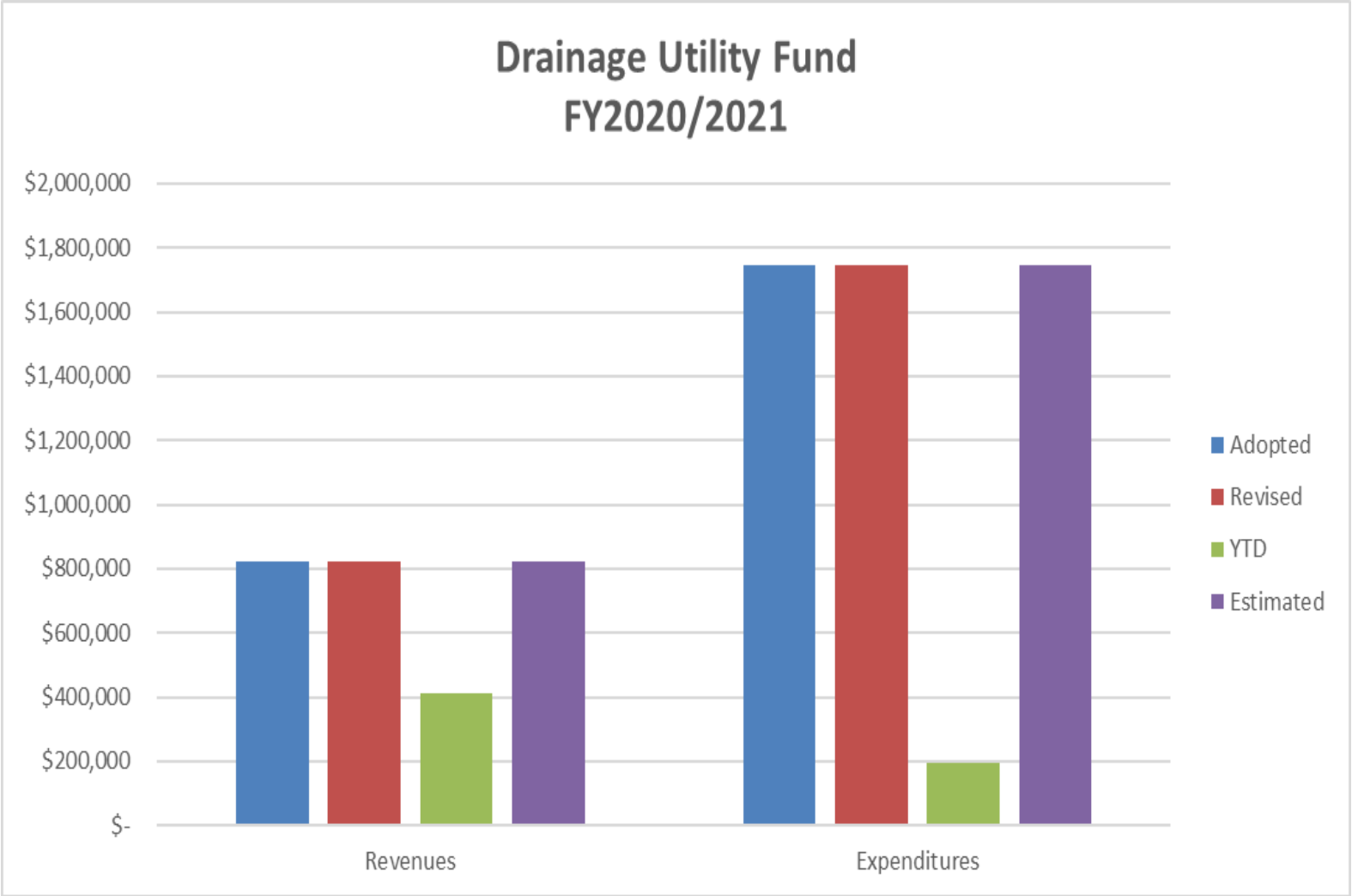
2 Drainage Maintenance Workers

½ Environmental Specialist

½ Environmental Assistant

Construction Phase 2 East
Cement Creek drainage project

Engineering Phase 3 East Cement
Creek drainage project



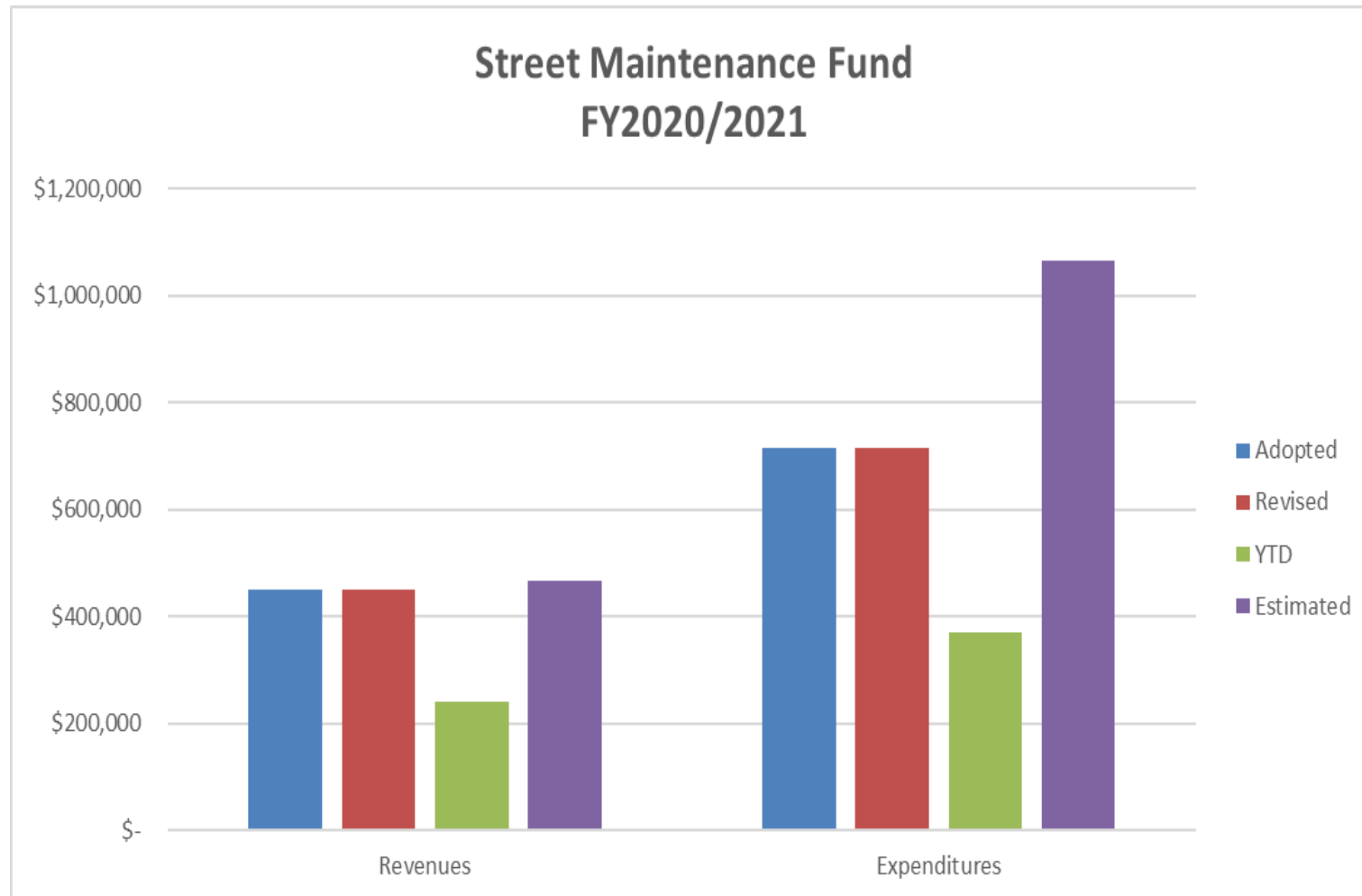


Street Maintenance Fund

Revenue source is 1/8 cent sales tax

Expenses – street and sidewalk repair and replacement

- Burlington Rd reconstruction \$434,480
- Spot repairs E Industrial
- Reconstruct Opal from McLeroy to Ruidoso
- Reconstruct White Rock from Longhorn to West Cliff
- Additions to adopted budget: McLeroy curb and gutter and Willow Creek parking





Donations Fund

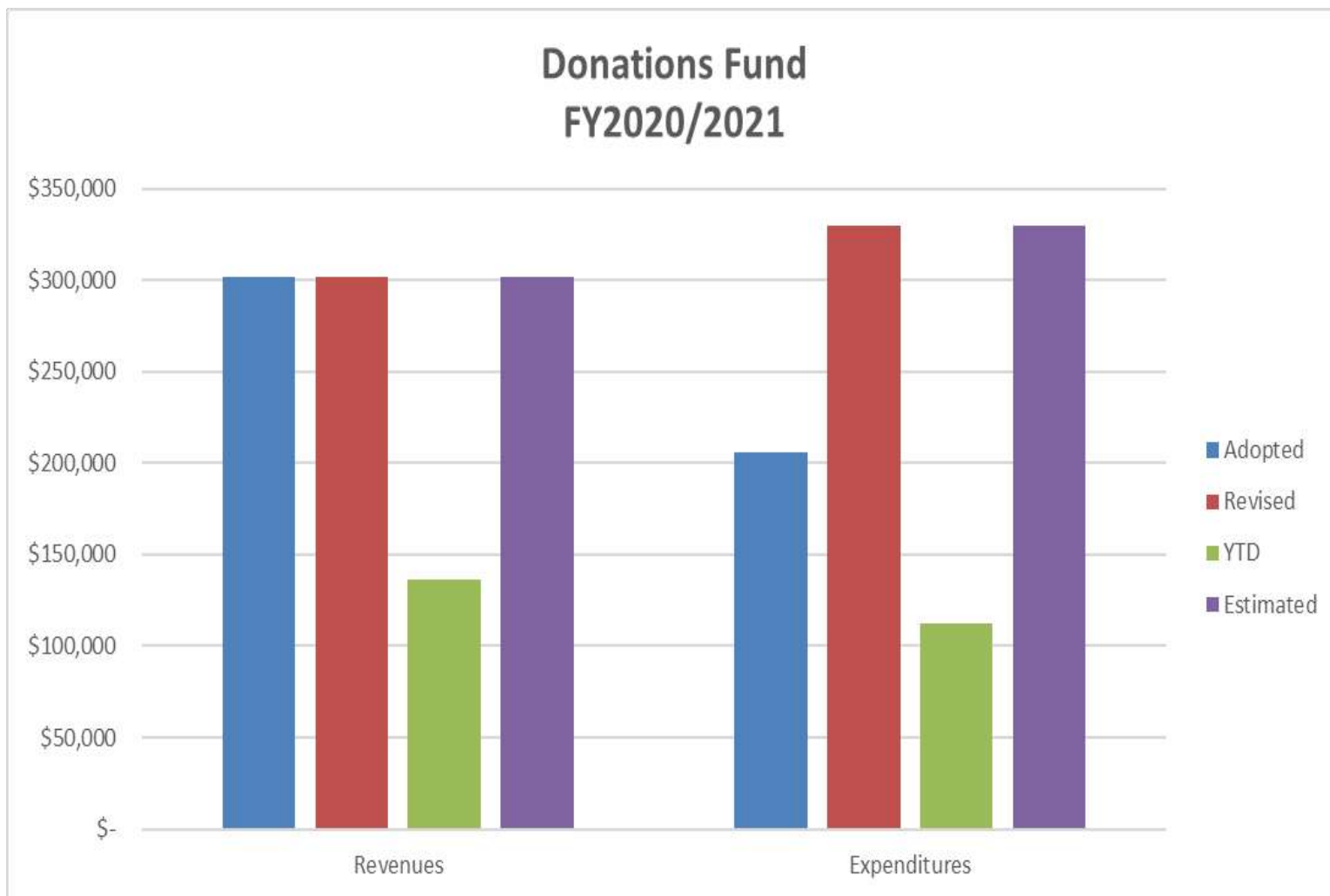
Revenues

Voluntary donations through utility bill

- \$1 Beautification/\$1 Parks/\$1 Library
- Train and Grain Donations

Expenditures

- vaccination program and animal care
- Summer interns at the Library
- Library – software licenses, books and subscription fees, special program supplies, and presenter fees
- Beautification – mowing Saginaw Blvd & Blue Mound Rd, annual painting of 10 light poles, seasonal landscaping, and holiday decorations
- Beautification - \$25,000 public art
- Additions to Adopted Budget: Parks Master Plan, Willow Creek parking and lighting

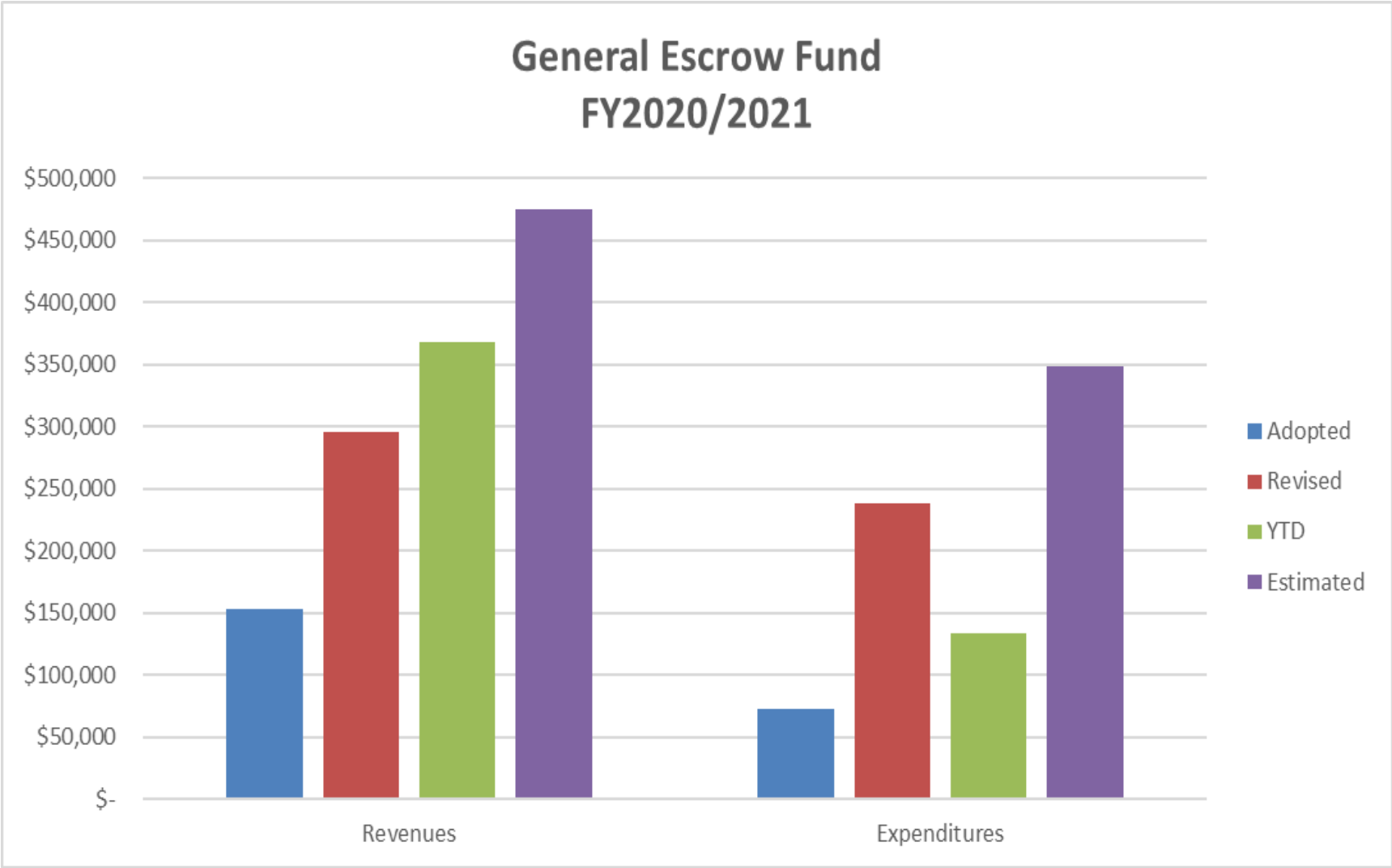




General Escrow Fund

This fund accounts for special revenue collected for a specific purpose and allowable expenditures.

- Train & Grain
- Overtime pay for bailiff
- Insurance deductibles
- PID escrows
- Developer Contributions





Budget Calendar Comparison

- Voter Approval Tax Rate

Monday	7/26	Receive 2021 certified appraisal roll from TAD and calculate no-new-revenue tax rate and voter-approval tax rate
Friday	8/13	Print proposed 2021-2022 budget books, distribute to City Council and Dept heads. File a copy with the City Secretary. Post to web site.
Saturday	8/21	City Council Budget Retreat
Thursday	9/2	Publish/Post notice of 2021-2022 Budget Public Hearing.
Tuesday	9/14	Council Meeting – Public Hearing on 2021 Tax Rate

- De Minimis Tax Rate

Friday	7/23	Print proposed 2021-2022 budget books, distribute to City Council and Dept heads. File a copy with the City Secretary. Post to web site.
Monday	7/26	Receive 2021 certified appraisal roll from TAD and calculate no-new-revenue tax rate and voter-approval tax rate
Friday	8/13	Publish/Post notice of 2021-2022 Budget Public Hearing.
Saturday	8/21	City Council Budget Retreat
Monday	8/23	Public Hearing, Adopt Budget and Tax Rate