



AIA® Document A141® – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the _____ day of _____ in the year Two Thousand Twenty Two (the "Agreement")
(In words, indicate day, month and year.)

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

City of Lewisville’s Fire Training Structure
188 North Valley Parkway
Lewisville, TX 75067

THE OWNER:
(Name, legal status and address)

City of Lewisville, Texas
151 West Church Street
Lewisville, TX 75029
(972) 219-3550

THE DESIGN-BUILDER:
(Name, legal status and address)

CORE Construction Services of Texas, Inc
6230 Research Rd
Frisco, TX 75033
(972) 668-9340

The Owner and Design-Builder hereby amend the Agreement as follows.

TABLE OF ARTICLES

- A.1 CONTRACT SUM**
- A.2 CONTRACT TIME**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS**
- A.5 COST OF THE WORK**

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder’s performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[] Stipulated Sum, in accordance with Section A.1.2 below

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

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

~~§ A.1.2 Stipulated Sum~~

~~§ A.1.2.1~~ The Stipulated Sum shall be ~~(\$ —), subject to authorized adjustments as provided in the Design-Build Documents.~~

~~§ A.1.2.2~~ The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

~~§ A.1.2.3~~ Unit prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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~~§ A.1.3 Cost of the Work Plus Design-Builder's Fee~~

~~§ A.1.3.1~~ The Cost of the Work is as defined in Article A.5, Cost of the Work.

~~§ A.1.3.2~~ The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

The Design-Builder's fee for Construction Services shall be one hundred seventy-eight thousand, forty-eight dollars (\$178,048.00).

In addition, this Amendment decreases the original Contract Sum for Preconstruction Services to a total of two hundred seventy-eight thousand, nine hundred dollars (\$278,900.00).

Future adjustments to the Construction Services Fee (if any) will be made using a multiplier of three point zero percent (3.0%) times the Cost of the Work. There will be no further adjustments to the Preconstruction Services fee.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed six million, four hundred eighty-six thousand, three hundred fifty-two dollars (\$ 6,486,352.00), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause

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the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

(Insert specific provisions if the Design-Builder is to participate in any savings.)

All savings beneath the Guaranteed Maximum Price revert to the Owner.

§ A.1.4.3.2 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 Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

See Attachment A.2 – Design-Builder's GMP Cost Detail attached hereto and incorporated by reference.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

See Attachment A.2 – Design-Builder's GMP Cost Detail

§ A.1.4.3.4 Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
<u>See Attachment A.2 – Design-Builder's GMP Cost Detail</u>		

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

See Attachment A.2 – Design-Builder's GMP Cost Detail

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, including all supporting documentation as required under this Agreement, and upon review and approval by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows: month.

N/A

§ A.1.5.1.3 Provided that an approvable Application for Payment is received not later than the thirtieth day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the thirtieth day of the following month. If an approvable Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Owner receives the approvable Application for Payment.

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

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

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§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. 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.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.1.8 Owner shall have the right to withhold from payments due Design-Builder such sums as are necessary to protect Owner, in Owner's sole discretion, against any loss or damage which may result from negligence by Design-Builder or failure of Design-Builder to perform Design-Builder's obligations under this Agreement. Notwithstanding the above, nothing in this Section shall diminish the Owner's right to find the Design-Builder in default of this Agreement and subsequently making a claim on their performance bond or insurance policy.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Not Used.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows: Not Used.

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of — percent (—%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (—%);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances: Not Used.

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and *(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

~~§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows: Not Used.~~

~~(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)~~

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee

~~§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment. Not Used.~~

~~§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows: Not Used.~~

- ~~.1 Take the Cost of the Work as described in Article A.5 of this Amendment;~~
- ~~.2 Add the Design-Builder's Fee, less retainage of — percent (— %). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;~~
- ~~.3 Subtract retainage of — percent (— %) from that portion of the Work that the Design-Builder self-performs;~~
- ~~.4 Subtract the aggregate of previous payments made by the Owner;~~
- ~~.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and~~
- ~~.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.~~

~~§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms. Not Used.~~

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price

~~§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price 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 Design-Builder on account of that portion of the Work for which the Design-Builder 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.~~

~~§ A.1.5.4.2 Subject to other provisions of the Design-Build 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 6.3.9 of the Agreement.~~
- ~~.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 Design-Builder's Fee, less retainage of five percent (5.0 %). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder'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 (5.0 %) from that portion of the Work that the Design-Builder self-performs;
 - .5 Subtract the aggregate of previous payments made by the Owner;
 - .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 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 Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4.4 No retainage will be withheld on the Design-Builder's Preconstruction Services fees.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after all of the below items are met:

- .1 the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or Work as provided in Section 11.2.2 of the Agreement, and to satisfy other requirements, if any, which extend beyond final payment-final payment;
- .2 the Design-Builder has submitted a final accounting for the Cost of the Work and a final Application for Payment;
- .3 a complete release of all claims arising out of, related to or connected with Design-Builder's performance of the respective Phase under this Agreement, and any claims of Subcontractors, subject to any claims reserved in accordance with the terms of the Agreement and an affidavit that so far as Design-Builder has knowledge or information, the release includes and covers all materials and services over which Design-Builder has control for which a claim could be filed, subject to any claims reserved in accordance with the terms of the Agreement.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than N/A (N/A) days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

See Attachment A.2 – Design-Builder's GMP Cost Detail

Portion of Work

Substantial Completion Date

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, subject to adjustments of the Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	<u>See Attachments A.1 – Drawings and Specifications, A.2 – Design-Builder’s GMP Cost Detail, and A.3 – Design-Builder’s Construction Schedule</u>		

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

See Attachment A.1 – Drawings and Specifications

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

See Attachment A.1 – Drawings and Specifications

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner’s Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner’s and Design-Builder’s roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
<u>N/A</u>		

Other identifying information:

N/A

§ A.3.1.5 Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

See Attachment A.9 – Allowances

.2 Contingencies

See Attachment A.2 – Design-Builder’s GMP Cost Detail

§ A.3.1.6 Design-Builder’s assumptions and clarifications:

See Attachment A.2 – Design-Builder’s GMP Cost Detail

§ A.3.1.7 Deviations from the Owner’s Criteria as adjusted by a Modification:

N/A

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

See Attachment A.1 – Drawings and Specifications

ARTICLE A.4 DESIGN-BUILDER’S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder’s key personnel are identified below:

(Identify name, title and contact information.)

.1 Superintendent

See the A141 Owner – Design-Builder Agreement’s Exhibit "G" – Key Firms and Personnel

.2 Project Manager

See the A141 Owner – Design-Builder Agreement’s Exhibit "G" – Key Firms and Personnel

.3 Others

See the A141 Owner – Design-Builder Agreement’s Exhibit "G" – Key Firms and Personnel

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

See the A141 Owner – Design-Builder Agreement’s Exhibit "G" – Key Firms and Personnel

ARTICLE A.5 COST OF THE WORK

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops, for labor in the direct employ of Design-Builder shown in the A141 Owner – Design-Builder Agreement’s Exhibit "H" – Design-Builder’s Fee & Cost Proposal, in the performance of the Work at the rates set forth in Attachment "A.4" - Billing Rates.

§ A.5.1.1.1.1 Pursuant to Chapter 2258, Texas Government Code, all contractors and any Subcontractor involved in the construction of a public work project shall pay not less than the prevailing rates as per diem wages in the locality at the time of construction to all laborers, workmen and mechanics employed by them in the execution of this contract. Design-Builder shall assure that these requirements are met for the Project and shall insure that every contract or subcontract relating to the Work requires, on behalf of Owner, that the prevailing wage rates be paid.

§ A.5.1.1.1.2 The Design-Builder shall be provided an applicable Department of Labor Wage Rate Determination for use on the Project required by Chapter 2258.022, Texas Government Code.

~~§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site. Charges for Design-Builder's personnel, when stationed at the field office and engaged exclusively in the performance of the Work, or other personnel as Design-Builder and Owner may mutually agree, as provided and set forth in Attachment "A.4" - Billing Rates.~~

~~(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below 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.)~~

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
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~~§ A.5.1.1.3 Wages and salaries of the Design-Builder'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.~~

~~§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, ~~insurance~~, insurance (unless defined otherwise herein), 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, but not merit bonuses or profit-sharing provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1. Charges for such costs shall not exceed the Design-Builder's actual cost and, as a result, when computing amounts chargeable for such costs Design-Builder shall give proper consideration to what portion of such charges are solely attributable to the Work and the effect of any annual or other periodic limitations on any such charges.~~

~~§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval. Notwithstanding Exhibit "A.4" - Billing Rates to be used by the Design-Builder for progress billings, the Owner shall have the right to audit the Design-Builder's actual labor costs, burdens, and related expenditures before final payment, and adjust the Owner's payment to the Design-Builder for variations found accordingly.~~

~~§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their ~~subcontracts~~.subcontracts properly entered into under this Agreement.~~

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

~~§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.~~

~~§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually ~~installed to allow for reasonable waste and installed~~, but required to provide allowance for waste and for spoilage. Unused excess materials, if any, shall ~~become the Owner's property~~ be properly stored at the site, or in accordance with the Owner's instructions, provided to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized ~~Design-Builder~~; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work. Design-Builder shall use its best efforts and judgment to avoid purchasing excess materials without the prior approval of the Owner.~~

§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

~~§ A.5.1.4.1 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 Design-Builder at the site and fully ~~Costs, including transportation and maintenance, of all materials, supplies, equipment, temporary facilities and hand tools (not owned by the workers) 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 Design-Builder shall mean fair market value.~~Any such items used but not consumed, which are paid for by the Owner, shall become the property of the Owner and shall be delivered to the Owner upon completion of the Work in accordance with instructions furnished by the Owner. If the Owner elects, however, the Design-Builder shall purchase any items from~~

the Owner at a purchase price equal to the original cost charged to the Owner, less the reduction in fair market value resulting directly from any use of such item in connection with the Work or such other price which is mutually acceptable for the Owner and the Design-Builder. Upon demand by the Owner, the Design-Builder shall furnish the Owner with any information and documentation necessary to verify the period of time for which items were used in connection with the Work

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder owned equipment and quantities of equipment shall be subject to the Owner's prior approval of all necessary machinery and equipment, exclusive of hand tools, not used at the site of the Work, whether rented from the Design-Builder or others, including installation, minor repairs and replacements, dismantling, removal, transportation and delivery costs thereof. Such rental charges shall not exceed the amount set forth in Attachment "A.6" – Rental Rates, attached hereto and made part hereof. In the absence of any appropriate rental amount set forth in Attachment "A.6" – Rental Rates, rental charges shall be consistent with those generally prevailing in the location of the Project. The Design-Builder shall obtain bids for all machinery and equipment to be rented from no less than three (3) responsible suppliers other than the Design-Builder itself, or an Affiliate as defined herein. The Owner shall, with the advice of the Design-Builder and Design-Builder, determine which bid is to be accepted. In no event shall the Design-Builder be entitled to reimbursement for any cumulative total of rental charges in connection with any single piece of machinery or equipment in excess of sixty percent (60%) of its fair market value as of the date that such machinery or equipment is first put into service in connection with the Work. The Design-Builder shall pay any excess rental charges. Design-Builder shall disclose to the Owner and Design-Builder if any rental arrangements include a lease to purchase component as a result of which rental payments chargeable to Owner as costs are applied, in whole or in part, to Design-Builder's acquisition of such rented equipment, in which event the rental rate otherwise provided for shall be reduced by fifty percent (50%).

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable Data connections at the site, reproductions costs, express delivery charges, cellular telephone charges for Design-Builder's staff stationed on site, and reasonable and documented petty cash expenses of the site office.

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval, when stored and maintained in compliance with the Design-Build Documents.

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents That portion of insurance and bond premiums that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents and required by this Agreement provided, however, that such costs shall not be included in the Cost of the Work for purposes of calculating the Design-Builder's fee. Expenses shall be substantiated by documentation in the form and substance satisfactory to Owner.

§ A.5.1.5.2 Sales, use or similar taxes imposed by a governmental authority that which are related to the Work and for which the Design-Builder is liable.

§ A.5.1.5.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ A.5.1.5.4 Fees of testing laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3. nonconforming Work other than that which payment is permitted under the Design-Build Documents.

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such

~~requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder 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 Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are Documents and provided such royalties, fees and costs are not excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.Documents.~~

~~§ A.5.1.5.6 With the Owner's prior approval, costs for electronic equipment and software directly related to the Work. Intentionally Deleted.~~

~~§ A.5.1.5.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.Intentionally Deleted.~~

~~§ A.5.1.5.8 With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.Intentionally Deleted.~~

~~§ A.5.1.5.9 With the Owner's prior approval, expenses The cost of travel more than one hundred (100) miles from the site by; and commercial lodging, rental housing and meals for the Design-Builder's supervisory personnel properly and reasonably incurred in the performance of the Work is "Travel and Subsistence". Travel and Subsistence incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work-actual and verifiable relocation, and temporary living expenses of personnel required for the Work, in case it is necessary to relocate such personnel from locations further than one hundred (100) miles from the site, when approved by the Owner in advance and in writing, and not in excess of the line item amount shown for this purpose in Exhibit "H" – Design-Builder's Fee & Cost Proposal.~~

~~§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.Work, when in compliance with Section A.5.1.1.9 of this Agreement.~~

§ A.5.1.6 Other Costs and Emergencies

~~§ A.5.1.6.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.~~

~~§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and ~~property-property~~, to the extent not (1) caused by the Design-Builder, a subcontractor, or anyone for whom either is responsible, or (2) capable of being prevented through timely notice of an unsafe condition to the Owner..~~

~~§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder resulted from causes other than the fault, negligence, or neglect of Design-Builder or its subcontractors, vendors or suppliers, in whole or in part, or failure of Design-Builder or its subcontractors, vendors or suppliers to comply with all of the requirements of the Design-Build Documents or the failure of the Design-Builder's personnel to adequately supervise the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others-recoverable by the Design-Builder from insurance, subcontractors or suppliers.~~

~~§ A.5.1.6.4 The losses included in Section A.5.1.6.3 may include settlements made with the prior written consent and approval of Owner. No such losses and expenses shall be included in the Cost of the Work for the purpose of determining Design-Builder's Fee unless such loss requires substantial reconstruction and Design-Builder is placed in charge thereof. In such event, Design-Builder shall be paid for profit and overhead in an amount calculated by the percentage identified in the Contract Documents for Changes to the Work of the cost of any such reconstruction, provided such substantial reconstruction is not: (i) required due to the fault or negligence of the Design-Builder or failure of Design-Builder to comply with all of the requirements of the Contract Documents, or (ii) incidental~~

reconstruction, which for purposes of this Section A.5.1.6.4 is hereby deemed to mean any reconstruction involving a cost of less than One Thousand Dollars (\$ 1,000).

§ A.5.1.6.5 Any costs which comprise the Cost of Work, which are also set forth in the portion of Exhibit "H" – Design-Builder's Fee & Cost Proposal ("General Conditions"), shall not exceed the total amount shown in aggregate therein for such expenditures. However, any single line item in General Conditions, with the sole exceptions of those included in "Weather Protection" and "Travel and Subsistence", may be exceeded if offset by the aggregate of corresponding or greater underages at other line items, and the total cost for General Conditions is not exceeded.

§ A.5.1.6.5.1 Design-Builder's Change Order Requests will include additional General Conditions costs as justifiable, and to the extent the actual expenditures of General Conditions cost items are increased by reason of increase(s) in: the duration of the Work; the quantity of Design-Builder's facilities and equipment required; or number or duration of supervisory personnel on site directly required to enact the requested change. General Conditions costs shall not be increased for additional personnel and labor costs not actually incurred by the Design-Builder and documented to the satisfaction of the Owner.

§ A.5.1.6.5.2 Notwithstanding the above, the Design-Builder has included in General Conditions sufficient supervision and project controls personnel to prepare and process a standard amount of project documentation, including without limitation, requests for information, meeting minutes, Requests for Information, Supplemental Instructions, Proposal Requests, Change Order Requests, Change Orders, and other Design-Builder's administration and deliverables normally required on similar projects. The Design-Builder will not be additionally compensated above the amount shown in General Conditions for preparing or processing these documents.

§ A.5.1.6.6 The cost of properly and reasonably maintaining access to the Work in spite of, facilitating progress of the Work during, and protecting the Work itself from the impact of inclement weather is "Weather Protection". Weather Protection shall not exceed the total of the line items shown for this purpose in the General Conditions, given the Work is performed during average weather conditions for the Project site, as such average is defined in the Contract documents.

§ A.5.1.6.6.1 Line items in General Conditions that shall be considered, in their aggregate, for the purpose of calculating the Weather Protection maximum costs allowable under this Agreement include weather protection, snow removal, temporary heat, and temporary protection.

§ A.5.1.6.7 The actual costs for General Conditions, Weather Protection, and Travel and Subsistence will be billed on an "as incurred" and actual cost basis, and any unused portion of such amounts will revert to the Owner as savings below the Guaranteed Maximum Price.

§ A.5.1.6.7.1 The Design-Builder shall, without limitation keep such separate and distinct records as are required for the Design-Builder to easily validate the accuracy of the Design-Builder's billing for the costs of General Conditions, Weather Protection, and Travel and Subsistence.

§ A.5.1.6.7.2 In the event the Design-Builder believes General Conditions, Weather Protection, or Travel and Subsistence line item(s) included in the Guaranteed Maximum Price should be increased due to changes in the Work or circumstances beyond the Design-Builder's responsibilities to control under this Agreement; or the Owner or Design-Builder believes such line items should be lowered based on better circumstances for performing the Work than originally anticipated by the Owner and Design-Builder, the Guaranteed Maximum Price shall then be adjusted as provided in the Contract Documents for changes in the Work.

§ A.5.1.6.8 The Contingencies previously shown in each Control Estimate, and ultimately in Attachment A.2 – Design-Builder's GMP Cost Detail are lump sums provided within the Guaranteed Maximum Price for use by the Design-Builder and Owner as follows:

.1 Preconstruction Contingency

The Design-Builder's "Preconstruction Contingency" is for the Design-Builder's use during the Preconstruction Phase in protecting the Control Estimates and the final Guaranteed Maximum Price from estimating errors and the market conditions at the time of Subcontractor bidding. The initial Preconstruction Contingency in the first Control Estimate will be ten percent (10.0%), which initially

will be inclusive of the Design-Builder's Construction Contingency identified in Section A.5.1.6.8.3 below.

As the Preconstruction Contingency is not provided for the Design-Builder's access or use during the Construction Phase, it shall be reduced to the zero (0) within seventy (70) days after the Owner's execution of Attachment A.2 – Design-Builder's GMP Cost Detail, and the Owners' Contingency will be adjusted accordingly.

.2 Additional Marketplace Risk

After the Owner has executed Attachment A.2 – Design-Builder's GMP Cost Detail, the Design-Builder will award Subcontractors' contracts. Eighty percent (80%) of those subcontracts (by value) will be awarded within thirty (30) days of the Owner's execution of the Attachment A.2 – Design-Builder's GMP Cost Detail; and ninety-five percent (95%) of those subcontracts will be awarded within sixty (60) days of that date. The five percent (5%) of the unawarded subcontracts remaining (60) days after the Owner's execution of the Attachment A.2 – Design-Builder's GMP Cost Detail shall be those bid packages the Owner and Design-Builder agreed in advance are either not sufficiently documented to award, or do not pose a significant risk for remaining unawarded.

Within seventy (70) days after the Owner's execution of the Attachment A.2 – Design-Builder's GMP Cost Detail, a reconciliation of the Guaranteed Maximum Price and the awarded subcontracts will be performed by the Design-Builder, identifying savings beneath the Guaranteed Maximum Price (if any). These savings shall be reallocated to the Owner's Contingency; except as mutually agreed by the Owner and Design-Builder to be collated into "Additional Marketplace Risk" line item(s) in the Schedule of Values. This Additional Marketplace Risk is to (i) protect the Cost of the Work from known and unknown scope gaps between subcontracts, as well as uncommitted commodities subject to future price changes (if any), not to exceed 1.0% of the Guaranteed Maximum Price; and (ii) protect the Guaranteed Maximum Price from specific Subcontractor(s)' risk profile(s); and (iii) will be allocated accordingly in the Schedule of Values.

.3 Construction Contingency

The Design-Builder's "Construction Contingency" is for the Design-Builder's use during the construction of the Work, and will not exceed the sum of one percent (1.0%) of the projected Cost of the Work for new construction plus two point five percent (2.5%) of the projected Cost of the Work for renovation(s) to existing building(s). The Design-Builder's Construction Contingency calculations shall not include the Owner's Contingency.

Under no circumstances is the Design-Builder's Construction Contingency to be used by the Owner for increases in the scope, quality or quantity of the Work; nor by the Design-Builder for correcting nonconforming Work; Work items discovered during the Construction Phase not to be coordinated among the Subcontractor's scope of work due to an oversight of the Design-Builder; or similar Design-Builder's errors or omissions.

The Design-Builder's access to the Design-Builder's Construction Contingency shall be approved in writing by the Owner on a per instance basis by the Owner as being in compliance with the above requirements, such approval not to be unreasonably withheld.

.4 Owner's Contingency

The "Owner's Contingency" is for the Owner's exclusive use in absorbing the increased scope of Cost of the Work items (if any) within the Design-Builder's Guaranteed Maximum Price. Any Owner's authorization of use of the Owner's Contingency shall be in writing; and will ultimately require documentation in a Change Order, showing both the amount reallocated to Cost of the Work, and the balance remaining in the Owner's Contingency.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean, and elsewhere in this Agreement, the term "Related Party" shall mean any party or entity related to or affiliated with the Design-Builder or in which the Design-Builder has direct or indirect ownership or control, including without limitation: (1) a parent, subsidiary,

affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or ~~management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate;~~ or officer, director, partner or employee of, the Design-Builder or any entity owned by the Design-Builder has any direct or indirect interest in; (3) any party or entity with an excess of ten percent (10%) interest in the Design-Builder in the aggregate; or (4) any person or entity which has the right to control the business or affairs of the Design-Builder. The term "~~related party~~" "Related Party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If after the Design-Builder having followed the stipulations in this Agreement, any of the costs to be reimbursed ~~are contemplated to arise from a transaction between the Design-Builder and a related party,~~ Related Party outside of the bidding process so described, the Design-Builder shall notify the Owner in writing of the specific nature of the contemplated transaction, including the identity of the ~~related party~~ 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 Design-Builder shall procure the Work, equipment, goods or service from the ~~related party,~~ Related Party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a ~~related party~~ Related Party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include (unless otherwise specifically stated in Exhibit "H" – Design-Builder's Fee and Cost Proposal) the items listed below:

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Rental costs of machinery and equipment, except as specifically provided herein;
- .6 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors 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;
- .7 Costs incurred in the performance of Preconstruction Phase Services (unless specifically stated in both Section A.1.4.2 of this Amendment, and Exhibit "H" – Design-Builder's Fee and Cost Proposal);
- ~~.6~~ ~~Any~~ .8 Any cost not specifically and expressly described in Section A.5.1; ~~and~~
- ~~.7~~ .9 Costs, other than costs included in Change Orders approved in writing by the Owner, that would cause the Guaranteed Maximum Price ~~to be exceeded.~~ to be exceeded;
- .10 Services and expenses of the estimating, personnel, accounting, budget control, audit and management information systems (other than Preconstruction Services) relating to accounting in Design-Builder's office and even if at the site, except as specifically identified herein;
- .11 Amounts required to be paid by Design-Builder for Federal and/or State income, franchise taxes or other business taxes, but not including any applicable sales taxes;
- .12 Legal, accounting, or other similar professional services provided by or to Design-Builder, in regard to disputes, arbitrations, litigations or other such proceedings with Subcontractors, with municipal authorities, with Owner, or any other person or entity relating to the Project or otherwise;
- .13 Sales, entertainment, and meal expenses;
- .14 Employee vehicle expenses, including fuel above the "Travel & Subsistence" not-to-exceed amount;
- .15 General Conditions, Weather Protection and Travel and Subsistence in excess of the line items shown in Exhibit "H" – Design-Builder's Fee and Cost Proposal, and
- .16 Costs related to Design-Builder's indemnification obligations.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; ~~otherwise, cash discounts shall accrue to the Design-Builder.~~ payments. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so

that they can be obtained, secured. The Design-Builder shall not obtain for its own benefit any discounts, rebates or refunds in connection with the Work from any source including but not limited to its Subcontractors, vendors, or other suppliers of goods, insurance or other services without providing the Owner with at least thirty (30) days prior written notice of the potential discount, rebate or refund and an opportunity to furnish funds if and when necessary to obtain such discount, rebate or refund on behalf of the Owner in accordance with the requirements of this Section A.5.3.1.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner. Intentionally Deleted.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below. Intentionally Deleted.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder 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 the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the ~~Owner.~~ Owner and Design-Builder. 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~~ audit, inspect, and copy, without limitation the Design-Builder's records and accounts, including complete documentation supporting actual, direct and "bare" labor costs, job – cost coded labor reports accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of ~~three~~ five (5) years after final payment, or for such longer period as may be required by law. All records shall be maintained in accordance with generally accepted accounting procedures consistently applied. Subcontractors retained by the Design-Builder on a cost-plus basis shall have the same obligation to retain records and permit audits, inspections and copying as required of the Design-Builder under this Agreement.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner ~~to to, without limitation,~~ exercise the Design-Builder'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. The Owner agrees to furnish or approve, in a reasonably timely manner, information required by the Design-Builder when such information is requested in writing and to make payments to the Design-Builder in accordance with the requirements of the Design-Build Documents and in accordance with Texas Government Code Ch. 2251.

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

OWNER *(Signature)*

DESIGN-BUILDER *(Signature)*

(Printed name and title)

(Printed name and title)



Init.

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User Notes:

(843329352)

IN WITNESS, WHEREOF, we, the contracting parties, by our duly authorized agents, hereto affix our signatures as of the date listed above.


CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

By: _____
Claire Powell, City Manager

Date: _____

DESIGN-BUILDER:

CORE Construction Services of Texas, Inc

By: 
Gary Aanenson, Vice President
6230 Research Rd
Frisco, TX 75033

Date: August 30, 2023

(972) 688-9340
Telephone Number

GaryAanenson@COREConstruction.com
E-mail Address

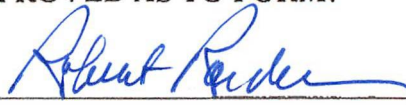
75-2348877
Federal Tax ID Number

Attest: _____
Thomas Harris III, City Secretary

Attest:


CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

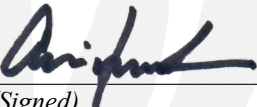
APPROVED AS TO FORM:


Robert Roeder,
for Lizbeth Plaster, City Attorney

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Chris Squadra, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 11:29:16 ET on 08/22/2023 under Order No. 2114463196 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ – 2014 Exhibit A, Design-Build Amendment, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Chris Squadra, Principal

(Title)

22-AUG-2023

(Dated)



Lewisville Fire Training Structures - GMP

Exhibit 'A.1' Drawings & Specifications

See attached Enumeration of Documents.



PROJECT MANUAL					
Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
Division 00	Procurement and Contracting Requirements				
00 31 32	GEOTECHNICAL DATA	07-Mar-23	07-Mar-23	08-Mar-23	0
00 31 50	INDEPENDENT TESTING AGENCY APPROVALS	07-Mar-23	07-Mar-23	08-Mar-23	0
110	Table of Contents	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 01	General Requirements				
01 16 00	PRODUCT REQUIREMENTS	07-Mar-23	07-Mar-23	08-Mar-23	0
01 25 13	PRODUCT SUBSTITUTION PROCEDURES	07-Mar-23	07-Mar-23	08-Mar-23	0
01 25 13.1	PRODUCT SUBSTITUTION PROCEDURES FORM	07-Mar-23	07-Mar-23	08-Mar-23	0
01 26 13	REQUESTS FOR INTERPRETATION	07-Mar-23	07-Mar-23	08-Mar-23	0
01 26 13.1	REQUESTS FOR INTERPRETATION FORM	07-Mar-23	07-Mar-23	08-Mar-23	0
01 31 00	PROJECT MANAGEMENT AND COORDINATION	07-Mar-23	07-Mar-23	08-Mar-23	0
01 31 06	COORDINATION DRAWINGS	07-Mar-23	07-Mar-23	08-Mar-23	0
01 31 06.1	ELECTRONIC TRANSFER DOCUMENT	07-Mar-23	07-Mar-23	08-Mar-23	0
01 31 19	PROJECT MEETINGS	07-Mar-23	07-Mar-23	08-Mar-23	0
01 32 23	SURVEY AND LAYOUT DATA	07-Mar-23	07-Mar-23	08-Mar-23	0
01 33 00	SUBMITTAL PROCEDURES	07-Mar-23	07-Mar-23	08-Mar-23	0
01 35 16	ALTERATION PROJECT PROCEDURES	07-Mar-23	07-Mar-23	08-Mar-23	0
01 41 00	REGULATORY REQUIREMENTS	07-Mar-23	07-Mar-23	08-Mar-23	0
01 42 00	DEFINITIONS AND ABBREVIATIONS	07-Mar-23	07-Mar-23	08-Mar-23	0
01 43 00	INSPECTION AND TESTING LABORATORY SERVICES	07-Mar-23	07-Mar-23	08-Mar-23	0
01 50 00	TEMPORARY FACILITIES AND CONTROLS	07-Mar-23	07-Mar-23	08-Mar-23	0
01 55 13	STABILIZED CONSTRUCTION EXIT	07-Mar-23	07-Mar-23	08-Mar-23	0
01 55 26	TRAFFIC CONTROL	07-Mar-23	07-Mar-23	08-Mar-23	0
01 57 00	SOURCE CONTROL	07-Mar-23	07-Mar-23	08-Mar-23	0
01 57 10	TPDES REQUIREMENTS	07-Mar-23	07-Mar-23	08-Mar-23	0
01 57 13	FILTER FABRIC FENCE	07-Mar-23	07-Mar-23	08-Mar-23	0
01 57 19	CONTROL OF GROUND & SURFACE WATER	07-Mar-23	07-Mar-23	08-Mar-23	0
01 60 00	MATERIALS AND EQUIPMENT	07-Mar-23	07-Mar-23	08-Mar-23	0
01 72 00	COMMON EXECUTION REQUIREMENTS	07-Mar-23	07-Mar-23	08-Mar-23	0
01 73 29	CUTTING AND PATCHING	07-Mar-23	07-Mar-23	08-Mar-23	0
01 74 16	SITE MAINTENANCE	07-Mar-23	07-Mar-23	08-Mar-23	0
01 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	07-Mar-23	07-Mar-23	08-Mar-23	0
01 78 23	OPERATION AND MAINTENANCE DATA	07-Mar-23	07-Mar-23	08-Mar-23	0
01 79 00	DEMONSTRATION AND TRAINING	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 02	Existing Conditions				
02 41 13.10	REMOVING EXISTING PAVEMENTS, UTILITIES AND	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 03	Concrete				
03 05 00	CONCRETE FLOOR SEALER	07-Mar-23	07-Mar-23	08-Mar-23	0
03 10 00	CONCRETE FORMWORK	07-Mar-23	07-Mar-23	08-Mar-23	0
03 20 00	CONCRETE REINFORCEMENT	07-Mar-23	07-Mar-23	08-Mar-23	0
03 30 00	CAST-IN-PLACE CONCRETE	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 05	Metals				
05 12 00	STRUCTURAL STEEL	07-Mar-23	07-Mar-23	08-Mar-23	0
05 31 00	STEEL DECKING	07-Mar-23	07-Mar-23	08-Mar-23	0
05 50 00	METAL FABRICATIONS	07-Mar-23	07-Mar-23	08-Mar-23	0
05 51 00	METAL STAIRS	07-Mar-23	07-Mar-23	08-Mar-23	0
05 55 10	METAL STAIRS AND RAILINGS	07-Mar-23	07-Mar-23	08-Mar-23	0
05 80 00	METAL HOIST RING RAPPELLING ANCHORS	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 07	Thermal and Moisture Protection				
07 18 20	PENETRATING FLOOR SEALER	07-Mar-23	07-Mar-23	08-Mar-23	0
07 31 13	ASPHALT SHINGLES	07-Mar-23	07-Mar-23	08-Mar-23	0
07 62 00	SHEET METAL FLASHING AND TRIM	07-Mar-23	07-Mar-23	08-Mar-23	0
07 71 23	MANUFACTURED GUTTERS AND DOWNSPOUTS	07-Mar-23	07-Mar-23	08-Mar-23	0
07 84 13	FIRESTOPPING	07-Mar-23	07-Mar-23	08-Mar-23	0
07 92 00	JOINT SEALANTS	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 08	Openings				
08 11 13	HOLLOW METAL DOORS AND FRAMES	07-Mar-23	07-Mar-23	08-Mar-23	0
08 31 15	FIRE-RATED CEILING ACCESS LADDER	07-Mar-23	07-Mar-23	08-Mar-23	0
08 33 23	OVERHEAD COILING DOORS	07-Mar-23	07-Mar-23	08-Mar-23	0
08 71 00	DOOR HARDWARE	07-Mar-23	07-Mar-23	08-Mar-23	0
08 91 00	METAL LOUVERS	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 09	Finishes				



Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
09 97 13	HIGH TEMPERATURE PAINT	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 11	Equipment				
11 95 10	INTERIOR STRUCTURAL FIRE TRAINERS	07-Mar-23	07-Mar-23	08-Mar-23	0
11 95 11	HIGH TEMPERATURE LINING SYSTEMS	07-Mar-23	07-Mar-23	08-Mar-23	0
11 95 13	SMOKE GENERATION & DISTRIBUTION SYSTEM	07-Mar-23	07-Mar-23	08-Mar-23	0
11 95 15	PORTABLE LIVE FIRE CAR PROP	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 13	Special Construction				
13 00 25	EXTERIOR GAS METER PROP	07-Mar-23	07-Mar-23	08-Mar-23	0
13 00 40	ELECTRICAL PANEL FIRE SIMULATOR	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 22	Plumbing				
22 02 00	BASIC MATERIALS AND METHODS FOR PLUMBING	07-Mar-23	07-Mar-23	08-Mar-23	0
22 02 01	PLUMBING COORDINATION DRAWINGS	07-Mar-23	07-Mar-23	08-Mar-23	0
22 05 16	EXPANSION FITTINGS AND LOOPS FOR PLUMBING	07-Mar-23	07-Mar-23	08-Mar-23	0
22 05 29	HANGERS AND SUPPORT FOR PLUMBING PIPING AND	07-Mar-23	07-Mar-23	08-Mar-23	0
22 05 48	VIBRATION AND SEISMIC CONTROLS FOR PLUMBING	07-Mar-23	07-Mar-23	08-Mar-23	0
22 05 53	IDENTIFICATION FOR PLUMBING PIPING AND	07-Mar-23	07-Mar-23	08-Mar-23	0
22 07 16	PLUMBING EQUIPMENT INSULATION	07-Mar-23	07-Mar-23	08-Mar-23	0
22 07 19	PLUMBING PIPING INSULATION	07-Mar-23	07-Mar-23	08-Mar-23	0
22 08 00	COMMISSIONING OF PLUMBING SYSTEMS	07-Mar-23	07-Mar-23	08-Mar-23	0
22 10 00	PLUMBING PIPING	07-Mar-23	07-Mar-23	08-Mar-23	0
22 11 19	PLUMBING SPECIALTIES	07-Mar-23	07-Mar-23	08-Mar-23	0
22 11 26	PROPANE GAS PIPING SYSTEMS	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 26	Electrical				
26 02 00	BASIC MATERIALS AND METHODS FOR ELECTRICAL	07-Mar-23	07-Mar-23	08-Mar-23	0
26 02 01	ELECTRICAL COORDINATION DRAWINGS	07-Mar-23	07-Mar-23	08-Mar-23	0
26 03 00	DEMOLITION WORK	07-Mar-23	07-Mar-23	08-Mar-23	0
26 05 19	WIRE, CABLE AND RELATED MATERIALS	07-Mar-23	07-Mar-23	08-Mar-23	0
26 05 26	GROUNDING	07-Mar-23	07-Mar-23	08-Mar-23	0
26 05 33	RACEWAYS	07-Mar-23	07-Mar-23	08-Mar-23	0
26 05 73	SHORT CIRCUIT COORDINATION STUDY ARC FLASH	07-Mar-23	07-Mar-23	08-Mar-23	0
26 06 34	LOW VOLTAGE RACEWAY SYSTEM	07-Mar-23	07-Mar-23	08-Mar-23	0
26 08 00	COMMISSIONING OF ELECTRICAL SYSTEMS	07-Mar-23	07-Mar-23	08-Mar-23	0
26 09 36	LIGHTING CONTROLS (STAND-ALONE)	07-Mar-23	07-Mar-23	08-Mar-23	0
26 24 16	PANELBOARDS	07-Mar-23	07-Mar-23	08-Mar-23	0
26 27 26	WIRING DEVICES	07-Mar-23	07-Mar-23	08-Mar-23	0
26 28 16	SAFETY AND DISCONNECT SWITCHES	07-Mar-23	07-Mar-23	08-Mar-23	0
26 29 26	MISCELLANEOUS ELECTRICAL CONTROLS AND WIRING	07-Mar-23	07-Mar-23	08-Mar-23	0
26 43 13.13	SURGE PROTECTIVE DEVICES (SPD) - STANDARD	07-Mar-23	07-Mar-23	08-Mar-23	0
26 51 19	LIGHTING FIXTURES - LIGHT EMITTING DIODE (LED)	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 31	Earthwork				
31 10 00	SITE CLEARING	07-Mar-23	07-Mar-23	08-Mar-23	0
31 22 00	GRADING	07-Mar-23	07-Mar-23	08-Mar-23	0
31 22 19	FINISH GRADING	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 32	Exterior Improvements				
32 13 00	RIGID PAVING	07-Mar-23	07-Mar-23	08-Mar-23	0
32 18 13	SYNTHETIC GRASS SURFACING	07-Mar-23	07-Mar-23	08-Mar-23	0
Division 33	Utilities				
33 00 00	UTILITIES	07-Mar-23	07-Mar-23	08-Mar-23	0
33 40 00	STORM DRAINAGE UTILITIES	07-Mar-23	07-Mar-23	08-Mar-23	0

DRAWINGS

Specification/ Drawing	Description	Drawing Date	Stamp Date	CORE Received Date	Revision
G	COVER	07-Jul-23	07-Jul-23	07-Jul-23	1
C1	DEMOLITION PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
C2	PAVING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
C3	GRADING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
C4	STORM SEWER PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
C5	WATER & SEWER PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
C6	EROSION CONTROL PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
C7	EROSION CONTROL NOTES	07-Jul-23	07-Jul-23	07-Jul-23	1
C8	SITE DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
A-S201	FOUNDATION AND SECOND FLOOR PLANS	07-Jul-23	07-Jul-23	07-Jul-23	1



Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
A-S202	ATTIC FLOOR AND ROOF FRAMING PLANS	07-Jul-23	07-Jul-23	07-Jul-23	1
A-S301	RESIDENTIAL BUILDING WALL ELEVATIONS	07-Jul-23	07-Jul-23	07-Jul-23	1
B-S201	FOUNDATION PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-S202	SECOND FLOOR PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-S203	THIRD FLOOR AND FOURTH FLOOR PLANS	07-Jul-23	07-Jul-23	07-Jul-23	1
B-S204	RAPPEL DECK AND CANOPY FRAMING PLANS B-S204	07-Jul-23	07-Jul-23	07-Jul-23	1
B-S301	WALL ELEVATIONS	07-Jul-23	07-Jul-23	07-Jul-23	1
S401	STRUCTURAL GENERAL NOTES	07-Jul-23	07-Jul-23	07-Jul-23	1
S402	STRUCTURAL GENERAL NOTES	07-Jul-23	07-Jul-23	07-Jul-23	1
S501	STRUCTURAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
S502	STRUCTURAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
S601	STRUCTURAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
S602	STRUCTURAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
S603	STRUCTURAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
S701	STRUCTURAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
S702	STRUCTURAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
S703	STRUCTURAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
A-100.D	DEMO OVERALL SITE PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
A-100.P	PROPOSED OVERALL SITE	07-Jul-23	07-Jul-23	07-Jul-23	2
A-A101	ENLARGED RESIDENTIAL SITE PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
A-A201	RESIDENTIAL 1st FLOOR & DIMENSION PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
A-A202	RESIDENTIAL 2nd FLOOR & DIMENSION PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
A-A203	RESIDENTIAL 1st & 2nd FLOOR DRAIN PLANS	07-Jul-23	07-Jul-23	07-Jul-23	1
A-A301	RESIDENTIAL ROOF PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
A-A401	RESIDENTIAL EXTERIOR ELEVATIONS	07-Jul-23	07-Jul-23	07-Jul-23	2
A-A402	RESIDENTIAL ISOMETRIC VIEWS	07-Jul-23	07-Jul-23	07-Jul-23	1
A-A501	RESIDENTIAL BUILDING SECTIONS	07-Jul-23	07-Jul-23	07-Jul-23	2
A-A601	RESIDENTIAL ENLARGED FLOOR PLANS AND INTERIOR ELEVATIONS	07-Jul-23	07-Jul-23	07-Jul-23	2
A-A602	RESIDENTIAL ENLARGED PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
A-A701	RESIDENTIAL REFLECTED CEILING PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A801	RESIDENTIAL & COMMERCIAL DOOR SCHEDULES	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A802	RESIDENTIAL & COMMERCIAL FINISH & WINDOW SCHEDULES	07-Jul-23	07-Jul-23	07-Jul-23	1
AB-A900	PLAN DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A901	SECTION DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A902	ELEVATIONS AND SECTION DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A903	ELEVATIONS AND SECTION DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A904	RACK INSTALLATION DETAIL	07-Jul-23	07-Jul-23	07-Jul-23	0
AB-A905	WINDOW AND DOOR DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A906	SIGNAGE	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A907	DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-A908	DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
B-A101	ENLARGED COMMERCIAL SITE PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A201	COMMERCIAL 1st FLOOR & DIMENSION PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A202	COMMERCIAL 2nd FLOOR & DIMENSION PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A203	COMMERCIAL 3rd FLOOR & DIMENSION PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A204	FLOOR & RAPPELLING DECK PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A205	COMMERCIAL 1st & 2nd FLOOR DRAIN PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A206	COMMERCIAL 3rd & 4th FLOOR DRAIN PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A207	COMMERCIAL FLOOR PLAN ISOMETRIC VIEWS	07-Jul-23	07-Jul-23	07-Jul-23	1
B-A401	COMMERCIAL EXTERIOR ELEVATIONS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A402	COMMERCIAL ISOMETRIC VIEWS	07-Jul-23	07-Jul-23	07-Jul-23	1
B-A501	COMMERCIAL BUILDING SECTIONS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A601	COMMERCIAL ENLARGED FLOOR PLANS AND INTERIOR ELEVATIONS	07-Jul-23	07-Jul-23	07-Jul-23	1



Specification/ Drawing	Description	Spec Date	Stamp Date	CORE Received Date	Revision
B-A602	COMMERCIAL ENLARGED STAIR PLANS, ELEVATIONS & SECTIONS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A603	COMMERCIAL ENLARGED STAIR PLANS & ELEVATIONS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A701	COMMERCIAL CEILING PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
B-A702	COMMERCIAL 3rd & 4th LEVEL CEILING PLANS	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-P0.01	PLUMBING SYMBOL LEGEND	07-Jul-23	07-Jul-23	07-Jul-23	1
AB-P5.01	PLUMBING SCHEDULES & DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	2
A-P2.11	LEVEL 1 PLUMBING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
B-P2.11	LEVEL 1 PLUMBING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
B-P2.21	LEVEL 2 PLUMBING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-P2.31	LEVEL 3 PLUMBING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-P2.41	LEVEL 4 PLUMBING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-P2.51	LEVEL 5 PLUMBING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
MEP1.01	MEP SITE PLAN	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-E0.01	ELECTRICAL SYMBOL LEGEND	07-Jul-23	07-Jul-23	07-Jul-23	1
AB-E4.01	ELECTRICAL ONE-LINE DIAGRAM	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-E5.01	ELECTRICAL SCHEDULES	07-Jul-23	07-Jul-23	07-Jul-23	1
AB-E5.02	ELECTRICAL SCHEDULES	07-Jul-23	07-Jul-23	07-Jul-23	2
AB-E6.01	ELECTRICAL DETAILS	07-Jul-23	07-Jul-23	07-Jul-23	1
A-EL2.11	LEVEL 1 LIGHTING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
A-EL2.21	LEVEL 2 LIGHTING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
A-EP2.11	LEVEL 1 POWER PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
A-EP2.21	LEVEL 2 POWER PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EL2.11	LEVEL 1 LIGHTING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EL2.21	LEVEL 2 LIGHTING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EL2.31	LEVEL 3 LIGHTING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EL2.41	LEVEL 4 LIGHTING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EL2.51	LEVEL 5 LIGHTING PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EP2.11	LEVEL 1 POWER PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EP2.21	LEVEL 2 POWER PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EP2.31	LEVEL 3 POWER PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
B-EP2.41	LEVEL 4 POWER PLAN	07-Jul-23	07-Jul-23	07-Jul-23	1
ADDENDUMS					
Addendums	Description	Drawing Date	Stamp Date	CORE Received Date	Revision



Lewisville Fire Training Structures - GMP

Exhibit 'A.2'
Design-Builder's GMP Cost Detail



August 29th, 2023

VIA ELECTRONIC MAIL

Claire Powell
City Manager
City of Lewisville, Texas
151 West Church Street
Lewisville, TX 75029

RE: GUARANTEED MAXIMUM PRICE PROPOSAL | Lewisville Fire Training Structures

Dear Claire,

On behalf of CORE Construction, I am pleased to submit our Guaranteed Maximum Price (GMP) proposal for the Lewisville Fire Training Buildings.

GMP Summary:

Total Guaranteed Maximum Price	\$6,486,352
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Enclosed you will find the Basis of GMP Clarifications, GMP Cost Summary and Schedule of Values, an Enumeration of Documents, and a Construction Schedule.

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

Steven Normand

Steven Normand
Director of Preconstruction
CORE Construction

The Basis of Estimate is a written explanation clarifying the scope, assumptions and exclusions used in establishing the GMP estimate dated July 21st, 2023.

All costs are based on CORE's incorporation of the scope shown on the 7/7/2023 issue for construction documents and the scope clarifications below.

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

Project Construction Duration and Substantial Completion shall remain dependent upon the Building Permit and the following criteria:

- The following milestones are to be met. The dates listed below are the latest possible dates to meet these milestones and any delays will impact the Substantial Completion Date.
 - GMP approval to be received no later than September 18th, 2023
 - NTP and Mobilization to start by September 25th, 2023
 - Building Permit to be received no later than September 20th, 2023
 - If NTP is received prior to the date listed above, the Substantial Completion date will not adjust to an earlier date, due to material lead times.
 - If the above criteria are unachievable Substantial Completion will need to be adjusted or acceleration costs further discussed.
- Substantial Completion: July 16th, 2024
- This schedule assumes that electrical switchgear and panels will arrive within 6 months of NTP. This is a critical path item to achieving the substantial completion date. Tracking this item will be the responsibility of CORE and will be mandatory and aggressive. Should the issue of Substantial Completion appear to be in jeopardy, alternate solutions, whether they be temporary or permanent, will be investigated well in advance of any adverse impact to the Substantial Completion date as discussed.

Owner Items

- This GMP is guaranteed for 90 calendar days. After such time, CORE reserves the right to adjust the GMP based upon market conditions in effect at the time of final acceptance.
- Material Testing, Assembly Testing, as well as and Special Inspections, are by Owner, and are not included.
- Third-party Commissioning is by Owner and is not included. CORE will provide coordination as required.
- Platting and/or re-platting, licensing agreements, land-use permitting, and site development permits as well as any cost related thereto, is not included.
- Building permit costs, plan expediter fees, plan check fees, impact fees and their associated permits, site development permits/fees, gas and electrical service charges, utility recovery or tap fees, and/or water meter fees shall be paid for by Owner and are not included.

Contingency and Allowances

- **Construction Contingency (\$183,389 direct cost)** is included in this proposal – Construction Contingency is intended to be used at CORE’s discretion to cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect. Funds accrued through the Buyout Process shall be allocated to this line item until Substantial Completion is achieved, or it is otherwise contractually allowable to transfer funds to the Owner Contingency line item.
- **Owner’s Contingency (\$373,380 Direct Cost)** is included in this proposal - Owner contingency is intended to be used at the owner’s discretion to cover unforeseen conditions, design revisions, or additional scope requests made by the Owner and/or Design Team.
- **Allowance #1 – Forcible Entry Doors: \$22,500**

Alternates

- **Alternate #1 – Maze Panel System: \$46,784** - Not included in GMP
- **Alternate #2 – Synthetic Turf – Residential Area: \$17,145** - Not Included in GMP

General Assumptions

1. Price is based on documents issued by Martinez Architects as enumerated in the List of Documents.
2. Guaranteed Maximum Price (GMP) Amendment is not a line-item guarantee. The breakdown of cost is to show a path to the lump sum guaranteed maximum price and is for reference only.
3. General Conditions, as defined by the Contract, shall be considered Cost of Work items.
4. Any and all cost savings or any approved value engineering savings will be added to the CMAR’s Contingency.
5. We assume normal working hours. However, to maintain the schedule we may perform work outside of normal working hours. We will request permission at least 2 weeks in advance from the Owner when we plan to work outside of normal work hours.
6. Normal shrinkage cracking of the slab is expected and shall not be cause for removal or replacement of structurally sound slabs.
7. The following agreed to hourly rates will be used to determine and define “Actual Costs”. The Actual Costs for each of the agreed to rates includes all normal and customary payroll paid by the Contractor plus all fringe benefits, taxes and insurances.

Specific Exclusions to GMP

- a. FF&E - Furniture, Fixtures, and Equipment
- b. Fire Alarm
- c. 3rd Party materials testing/inspections
- d. The following are excluded and assumed to be by owner or owner’s vendor:
 - Salvage and Relocation of any existing equipment or furnishings not noted in the drawings.
 - Data Cabling & Related Equipment

- Security and Access Control Systems
- Audio and Video Equipment of any kind including Monitors, Smart Boards, Projectors
- Delivery and Installation of all above

Other Scope Specific Assumptions and Clarifications

DIVISION 7 | Earthwork

1. Included:
 - a. Assumed on-site soils achieve the requirements in note in note 3 and note 4 of the Geotech for reuse of onsite soils. Any additional fill required will be funded through Contingency.
 - b. Demolition as shown on contract drawings.
 - c. Scarify and recompact at paving subgrade.
2. Excluded:
 - a. Removal of unforeseen obstructions while drilling piers, digging for grade beams, moisture conditioning for pad preparation, or other excavation work.
 - b. Existing Pier, foundation, or structure removal, if required. Existing structure demo has been assumed by Owner.
 - c. The disposal of any contaminated soils.
 - d. Wellpoint systems. Assumed sub-surface water/dewatering can be handled with excavations and submersible pumps with water discharged onsite. No City metered discharge.
 - e. 8" Flexbase at all paving. IFC documents will be revised to reflect 1" of additional concrete ILO flex.
 - f. Any sawcut, removal, and replacement of existing concrete outside the parameters shown in the Civil demo sheet.

DIVISION 8 | Site Utilities

1. Included:
 - a. CORE reserves the right to cap and abandon existing utilities in place.
2. Excluded:
 - a. Site electrical and technology conduit not shown in contract drawings.
 - b. Fiber Line Relocation & Coordination
 - c. Wellpoint systems. Assumed sub-surface water/dewatering can be handled with excavations and submersible pumps with water discharged onsite. No City metered discharge.

DIVISION 27 | Concrete

1. Included:
 - a. Repairing of major voids on ceiling (sack & patch). This does not include a skim coat of the entire ceiling, only filling major voids found when removing forms.
2. Excluded:
 - a. Removal of unforeseen obstructions while drilling piers, digging for grade beams, or other excavation work.
 - b. 12"x24" concrete footing around propane tank pad.

DIVISION 28 | Masonry

1. Included:
 - a. Standard gray block on all walls.
 - b. Drill and set repel anchors in masonry as shown on the documents.
 - c. Grey CMU with integral waterproofing supplied from the factory.
 - Integral waterproofing bid as Eucon Blocktite.
2. Excluded:
 - a. Any additional drilling and setting of repel anchors beyond where shown in the documents.
 - b. Colored, burnished, or split face CMU.

DIVISION 30 | Structural Steel

1. Included:
 - a. 4-Line 1-1/2" tube guard rail system in lieu of per plan. Top, 2 mid, and bottom horizontal rail with intermittent supports.
2. Excluded:
 - a. A&B of Item 3.02 in spec section 05 80 00.

DIVISION 56 | HM Doors, Frames, & Hardware

3. Excluded:
 - a. Breach door type. Forcible entry type doors included in Allowance #1.

DIVISION 57 | Overhead Doors

1. Included:
 - a. Manually operated doors.
2. Excluded:
 - a. Door operators/any electrical or low voltage for OH doors.
 - b. Powder coated finishes on angles, rails, or brackets.

DIVISION 61 | Painting

4. Included:
 - a. High temp paint on hollow metal material and burn rooms only.
5. Excluded:
 - a. Painting of any galvanized metals.
 - b. Painting canopies or shade structures.
 - c. Painting any conduits.
 - d. Applied CMU sealer. (Integral sealer from the factory)

DIVISION 81 | Fire Props & High Temp. Lining

1. Included:
 - a. Per FireBlast's Fire Props bid.

DIVISION 98 | Plumbing

1. Excluded:
 - a. Eye wash station.

DIVISION 102 | Electrical

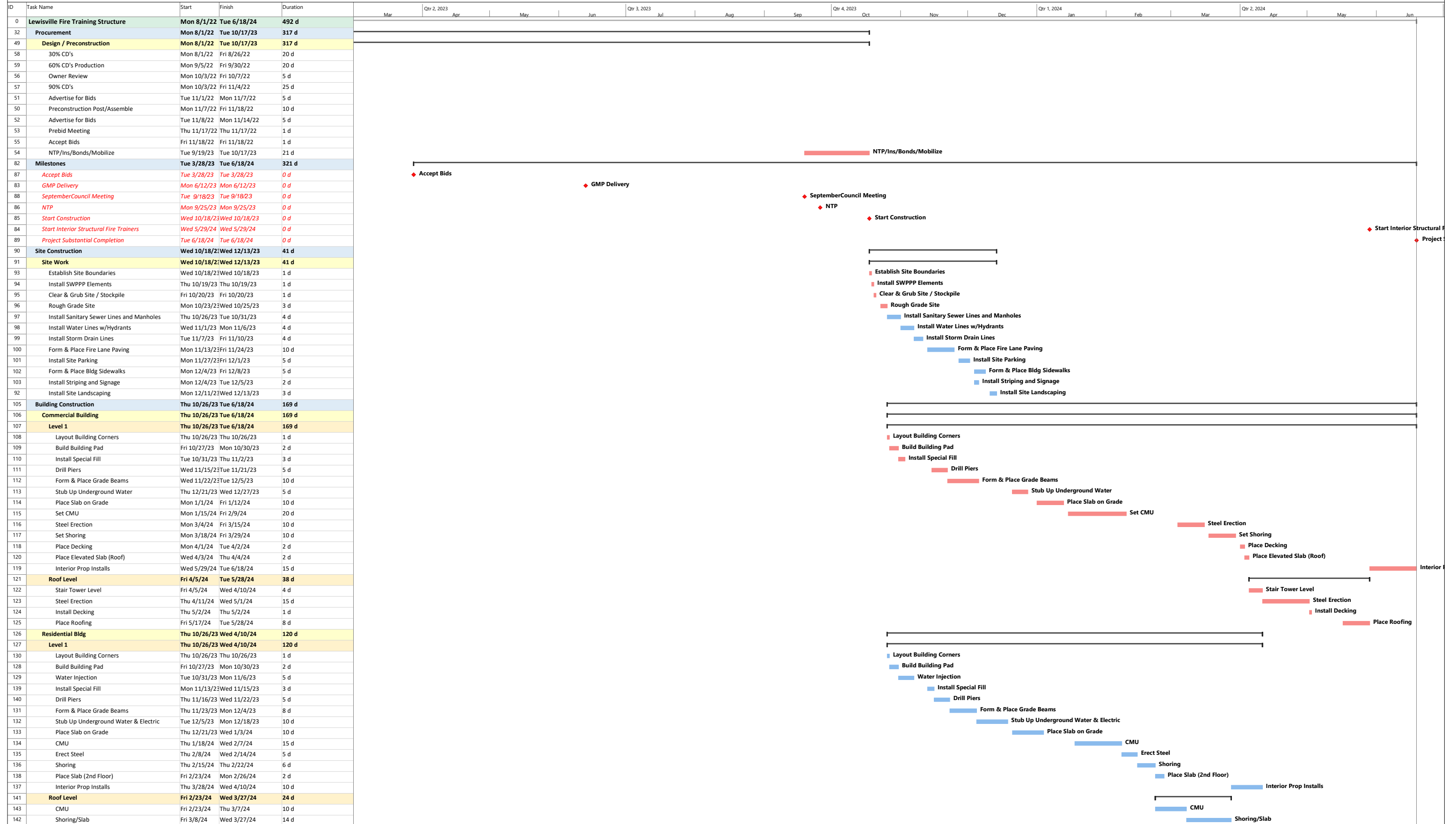
1. Included:
 - a. Aluminum feeders.
 - b. Target Value Allowance: reduction of the lighting design and scope to yield a savings of \$15,000.
2. Excluded:
 - a. Any make safe or energizing for training power poles to be relocated.
 - b. Copper feeders.



Lewisville Fire Training Structures - GMP

Exhibit 'A.3'
Design-Build Construction Schedule

Please refer to the attached schedule





Lewisville Fire Training Structures - GMP

Exhibit 'A.4' Billing Rates

Construction Manager will provide billing rates as mutually agreed with the Owner not later than ten (10) business days prior to Notice to Proceed with Construction, or October 9th (whichever is earlier).



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Exhibit 'A.6' Rental Rates

See attached Rental Rates. These rates are subject to the conditions for rental charges shown in Section A.5.1.4.2 of the Agreement. Nothing in this Exhibit supersedes those conditions.

Exhibit G
Rental Rates for CORE owned Equipment

Equipment	Equipment Specs	UR Rate/Daily	UR Rate/Weekly	UR Rate/Monthly
Air Compressor	Portable diesel air compressor	\$81	\$195	\$650
Air Compressor	Sullair Compressor	\$81	\$195	\$650
Coring Machine	Coring Machine and Accessories	\$50	\$150	\$450
Equipment Attachment	Jack Hammer	\$50	\$140	\$390
Generator	3500W or 3,800W Honda Generator	\$50	\$150	\$380
Generator	Honda Generator 5000 Watt	\$50	\$180	\$395
Skid Steer	Multi Terrain Loader	\$250	\$1,000	\$4,200
Skid Steer	Auger Attachment	\$30	\$225	\$675
Sweeper	Ride on Broom 6' 3-wheel	\$250	\$1,000	\$4,200
Welder	Miller Bobcat 225 Welder	\$50	\$150	\$450
Drop Deck Trailer	14 ft. - 16 ft., Tandem Axle	\$125	\$339	\$879
Drop Deck Trailer	16 ft. - 18 ft., Tandem Axle	\$61	\$182	\$559
Drop Deck Trailer	18 ft. - 20 ft., Tandem Axle	\$146	\$394	\$1,020
Dump Trailer	10 ft. x 12 ft., Tandem Axle	\$261	\$749	\$2,045
Equipment Trailer	Double Axle	\$67	\$135	\$404
Hydraulic Ground Level Equip Trailer	6 ft. x 14 ft., Single Axle	\$47	\$327	\$572
Hydraulic Ground Level Equip Trailer	6 ft. x 14 ft., Tandem Axle	\$63	\$258	\$551
Mobile Restoration Trailer		N/A	N/A	N/A
Mobile Restoration Trailer	14 ft.	N/A	N/A	N/A
Permanent Fuel Tank for Trailer		N/A	N/A	N/A
Tilt Trailer	12 ft., Single Axle	\$55	\$158	\$402
Tilt Trailer	14 ft. - 16 ft., Tandem Axle	\$70	\$303	\$649
Tilt Trailer	14 ft. - 16 ft., Tandem Axle	\$58	\$189	\$515
Trailer Hitch	Slide-in Pintle Ball Combination	\$11	\$32	\$86
Utility Trailer	10 ft. - 14 ft., Tandem Axle	\$75	\$281	\$571
Utility Trailer	8 ft. to 10 ft., Single Axle	\$66	\$193	\$424
Vacuum Trailer	512-575 CFM, Diesel Powered	\$431	\$1,699	\$3,736
Walk-behind Trencher Trailer		\$33	\$66	\$147
Water Trailer	500 Gallons	\$149	\$492	\$946
Track Loader	Large, 2,800-4,107 lbs.	\$709	\$1,683	\$3,337
Track Loader	Small, 1,300-1,699 lbs.	\$499	\$1,319	\$2,725
Track Loader	Small, 1,700 lbs.	\$524	\$1,385	\$2,861
Track Loader	Small, 2,000-2,399 lbs.	\$531	\$1,489	\$3,247
Track Loader	Small, 2,400-2,999 lbs.	\$647	\$1,674	\$3,336
Walk-behind Track Loader		\$285	\$757	\$2,430
Skid Steer Loader	1,351-1,699 lbs.	\$413	\$1,105	\$2,900
Skid Steer Loader	1,700-1,899 lbs.	\$434	\$1,160	\$3,045
Skid Steer Loader	1,900-1,999 lbs.	\$435	\$1,161	\$3,309
Skid Steer Loader	2,001-2,799 lbs.	\$436	\$1,233	\$3,509
Skid Steer Loader	2,600-3,499 lbs.	\$416	\$1,175	\$3,969
2-seat UTV	2WD, Electric Powered	\$85	\$267	\$681
2-seat UTV	2WD, Gas Powered	\$164	\$322	\$718
2-seat UTV	4WD, Diesel Powered	\$169	\$332	\$746
2-seat UTV	4WD, Diesel Powered, Rollover Protection	\$163	\$320	\$716
2-seat UTV	4WD, Gas Powered	\$160	\$314	\$709
Pressure Washer	Chemical Injector Attachment	\$12	\$35	\$69
Pressure Washer	Hose	\$11	\$35	\$77
Pressure Washer	Hose, 50 ft.	\$16	\$35	\$68
Pressuer Washer	Spray Wand	\$12	\$24	\$69
Pressuer Washer	Surface Cleaner, 4,000 PSI, Hydro Scrubber	\$41	\$112	\$231
Sandblast Pot	XL350	\$207	\$628	\$1,098
4-set UTV	2WD, Gas or Electric Powered	\$113	\$285	\$729
4-seat UTV	4WD, Diesel Powered, Rollover Protection	\$173	\$342	\$969
4-seat UTV	4WD, Gas Powered, Rollover Protection	\$170	\$334	\$751
Golf Cart	Gas Powered	\$89	\$281	\$615
Industrial Electric Cart	2WD	\$90	\$282	\$728
UTV	4WD, Diesel	\$186	\$436	\$1,692
Pressure Washer	3,000 PSI, Gas Powered	\$98	\$257	\$690
Pressure Washer	3,000-3,500 PSI, Towable, Gas Powered	\$206	\$904	\$1,962
Pressure Washer	3,500 PSI, Gas Powered	\$95	\$369	\$751
Pressure Washer	3,500 PSI, Towable, Gas Powered	\$324	\$1,155	\$2,414
Pressure Washer	4,000 PSI, Gas Powered	\$112	\$404	\$789
Pressure Washer	Hot Water, 3,500 PSI, Gas Powered	\$189	\$520	\$1,435



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Exhibit 'A.7' Alternates with Costs and Expiration Dates

Alternate #1 – Maze Panel System: \$46,784

Alternate #2 – Synthetic Turf – Residential Area: \$17,145

These alternates expire 30 days after City Council Design Build Amendment Approval or October 11th, 2023, whichever is earlier.



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Exhibit 'A.9' Allowances

GMP Allowance:

Allowance #1 – Forcible Entry Doors: \$22,500



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Exhibit 'A.10' Schedule of Values for GMP

To be issued after the GMP Amendment has been fully executed as mutually agreed by Owner and Contractor.



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Exhibit 'B' Insurance and Bonds

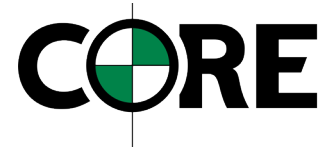
This Exhibit to remain unchanged by this Amendment. Performance and Payment Bonds to be sent after GMP Amendment is signed.



Louisville Fire Training Structures - GMP

Exhibit 'G' Key Personnel

**Project Director: Matt Letlow
Superintendent: Michael Solecki
Project Manager: ZR Saenz**



Lewisville Fire Training Structures - GMP

Exhibit 'H' Design-Builder's Fee & Cost Proposal

This Exhibit is amended as follows, which is a "not to exceed" estimate for the total of these costs. It is not, however, a line item by line item guarantee.

These expenses will be billed at actual costs incurred against this total estimate per the terms of the Agreement.

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Exhibit H - Design-Builder's Fee & Cost Proposal

GMP Costs					
Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.000 Fire Training Buildings - Proposal of Costs to Be Reimbursed (Not to Exceed Topset)					
2.A Insurance					
2.001	Performance & Payment Bonds	1	LS	40,904	43,459
2.002	Maintenance Bond				NOT IN PROJECT
2.003	Builder's Risk Insurance	1	LS	9,158	9,730
2.004	General Liability Insurance	1	LS	61,051	64,864
2.005	Professional Liability Insurance		LS		INCLUDED
2.006	Pollution Liability Insurance		LS		INCLUDED
2.007	Excess/Umbrella Liability Insurance		LS		INCLUDED
2.008	Other Insurance Requirements		LS		NOT IN PROJECT
2.009	Subcontractor Default Insurance	1	LS	73,872	With GMP
2.A CMAR's Estimated Cost of Insurance - Subtotal					118,053
Percentage of Cost Proposed for CMAR's Insurance on Change Orders:				1.0%	
2.B CMAR's Onsite Staff					
2.009	Project Manager	4	MO	17,479	69,917
2.010	Project Superintendent	8	MO	22,463	179,703
2.011	Assistant Superintendent		MO		NOT IN PROJECT
2.012	Mechanical/Electrical Coordinator		MO		NOT IN PROJECT
2.013	Working Foreman		MO		NOT IN PROJECT
2.014	Project Engineer	8	MO	11,962	95,693
2.015	Project Director	1	MO	18,119	18,119
2.016	Field Engineer		MO		NOT IN PROJECT
2.017	Field Estimator		MO		NOT IN PROJECT
2.018	General Laborer		MO		NOT IN PROJECT
2.019	Timekeeper		MO		NOT IN PROJECT
2.020	Field Office Manager		MO		NOT IN PROJECT
2.021	Warehouse Manager		MO		NOT IN PROJECT
2.022	Field Secretary		MO		NOT IN PROJECT
2.023	Other On-site Contractor Staff		LS		NOT IN PROJECT
2.024	Project Accountant		MO		NOT IN PROJECT
2.025	Project Coordinator	8	MO	1,062	8,493
2.026	Safety Manager	8	MO	708	5,663

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Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.027	QA/QC Manager	3	WKS	3,209	9,626
2.B	CMAR's Estimated Cost of Onsite Staff - Subtotal				387,212
2.C	CMAR's Onsite Reimbursable Expenses				
Mobilization					
2.024	Field Engineering Equipment		LS		BY SUBCONTRACTOR(S)
2.025	Site Survey		LS		BY SUBCONTRACTOR(S)
2.026	Layout Within Site		LS		BY SUBCONTRACTOR(S)
2.027	Office Trailer	8	MO	1,750.00	14,000
2.028	Office Supplies & Equipment	1	LS	6,800.00	6,800
2.029	Storage Trailer	10.5	MO	750.00	NOT IN PROJECT
2.030	Warehouse		MO		NOT IN PROJECT
2.031	Set Up Onsite Office	1	LS	10,000.00	10,000
2.032	Set Up Onsite Storage\Laydown Areas	1	LS	5,000.00	NOT IN PROJECT
2.033	Set Up Onsite Parking Area(s)		LS		BY SUBCONTRACTOR(S)
2.034	Temporary Roadways		LS		BY SUBCONTRACTOR(S)
2.035	Temporary Fencing	1	LS	7,500.00	7,500
2.036	Temporary Toilets	8	MO	1,212.40	9,699
2.037	Project Sign	1	EA	1,200.00	1,200
2.038	All Other Temporary Project Site Signage		EA		BY SUBCONTRACTOR(S)
Safety					
2.038	Safety Equipment	1	LS	3,500.00	BY SUBCONTRACTOR(S)
2.039	First Aid Supplies	8	MO	150.00	1,200
2.040	Fire Protection		LS		BY SUBCONTRACTOR(S)
2.041	Fire Extinguishers	4	EA	110.00	440
2.042	Fall Protection	1	LS	13,650.00	BY SUBCONTRACTOR(S)
2.043	Third Party Safety Inspections		MO		EXCLUDED
2.044	Temporary Walkways		LS		BY SUBCONTRACTOR(S)
2.045	Barricades		LS		BY SUBCONTRACTOR(S)
2.046	Traffic Control		LS		BY SUBCONTRACTOR(S)
2.047	Security\Watchman Services		MO		EXCLUDED
2.048	Temp Walls and Enclosures		MO		BY SUBCONTRACTOR(S)
Utilities					
2.048	Temporary Power	6	MO	2,000.00	12,000
2.049	Temporary Water	8	MO	1,000.00	8,000
2.050	Temp Electric	1	LS	4,000.00	4,000

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Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.051	Internet Service	8	MO	150.00	1,200
2.052	Ongoing Utilities for the Site Office	8	MO	700.00	5,600
2.053	Ongoing Teledata Charges for the Site Office	15.2	MO	200.00	NOT IN PROJECT
2.054	Ongoing Water & Sanitary District Charges	10.5	MO	250.00	NOT IN PROJECT
2.055	Ongoing Gas Utility Charges (exluding Temp Heat)	10.5	MO	300.00	NOT IN PROJECT
Ongoing Expenses					
2.056	Jobsite Cell Phone(s) for Site Staff	15.2	MO	200.00	3,040
2.057	IT Expenses for Staff		MO		INCLUDED
2.058	Project Schedule Setup & Maintenance		LS		INCLUDED
2.059	BIM Model Setup & Maintenance	1	LS	10,000.00	INCLUDED
2.060	Procore, Textura, Struction Site	1	LS	8,108.00	8,108
2.061	Project Photo Documentation	1	LS	3,000.00	3,000
2.062	Video\Webcam Documentation		MO		INCLUDED
2.063	Employee Parking		MO		BY SUBCONTRACTOR(S)
2.064	Home Office Travel Costs		LS		NOT IN PROJECT
2.065	Moving & Subsistence		LS		NOT IN PROJECT
2.066	Additional Plans & Specs during Construction	1	LS	2,500.00	INCLUDED
2.067	Shipping, Couriers, & Postage	10.5	MO	50.00	NOT IN PROJECT
2.068	Project-specific Delivery & Hauling to/from Site		LS		BY SUBCONTRACTOR(S)
2.069	Temporary Radios		LS		NOT IN PROJECT
2.070	Temporary Wiring & Lights		MO		BY SUBCONTRACTOR(S)
2.071	Water, Ice & Cups	35	WK	49.48	1,732
2.072	Janitor Services	35	WK	197.95	6,928
2.073	Erosion Control		LS		BY SUBCONTRACTOR(S)
2.074	Shoring		LS		BY SUBCONTRACTOR(S)
2.075	Weekly Clean-up	9	WK	962.25	8,660
2.076	Site Clean-up	1	LS	8,000.00	8,000
2.077	Dumpster Rental	10.5	MO	100.00	INCLUDED
2.078	Dumpster Pulls	38	EA	643.79	24,464
2.079	Temporary Generator		MO		BY SUBCONTRACTOR(S)
2.080	Misc.Small Tools	1	LS	2,494.00	2,494
2.081	Equipment Repairs & Maintenance		LS		BY SUBCONTRACTOR(S)
2.082	Temporary Partitions		SF		BY SUBCONTRACTOR(S)
2.083	Pick-Up Rental	21	MO	700.00	NOT IN PROJECT

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Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.084	Automobile Rental		MO		NOT IN PROJECT
2.085	Pick-Up Fuel & Maintenance	8	MO	500.00	4,000
2.086	Automobile Fuel & Maintenance		MO		NOT IN PROJECT
2.087	Water Truck		MO		BY SUBCONTRACTOR(S)
Hoisting & Material Management					
2.088	Forklift Rental		LS		BY SUBCONTRACTOR(S)
2.089	Tower Crane Rental/Mobilization/Demobilization		LS		NOT IN PROJECT
2.090	Hydro-Crane Rental		WK		BY SUBCONTRACTOR(S)
2.091	Other Crane Costs		LS		BY SUBCONTRACTOR(S)
2.092	Material Hoist		WK		NOT IN PROJECT
2.093	Personnel Hoist		LS		NOT IN PROJECT
2.094	Erect Hoists		LS		NOT IN PROJECT
2.095	Hoist Landings		LS		NOT IN PROJECT
2.096	Temporary Hoist Operation		MO		NOT IN PROJECT
2.097	Hoisting for Subs		LS		BY SUBCONTRACTOR(S)
2.098	Scaffolding		LS		BY SUBCONTRACTOR(S)
2.099	Other Hoisting & Materials Management Costs		LS		BY SUBCONTRACTOR(S)
Temporary Protection of the Work					
2.100	Temporary Site Protection not w/Erosion Control		LS		BY SUBCONTRACTOR(S)
2.101	Temporary Building Protection		WK		BY SUBCONTRACTOR(S)
2.102	Temporary Building Heat not w/Gas Charges		WK		BY SUBCONTRACTOR(S)
2.103	Dewatering System & Other Water Removal		LS		BY SUBCONTRACTOR(S)
2.104	Snow Removal		LS		BY SUBCONTRACTOR(S)
2.105	Other Protection of Work Items		WK		BY SUBCONTRACTOR(S)
Testing					
2.106	Soil Testing		LS		BY OWNER
2.107	Concrete Testing		LS		BY OWNER
2.108	Masonry Testing		LS		BY OWNER
2.109	Weld Testing		LS		BY OWNER
2.110	Other Materials Testing		LS		BY OWNER
Permits & Fees					
2.111	Building Permit		LS		BY OWNER
2.112	Plan Check Fee		LS		BY OWNER
2.113	Water Tap Fees		LS		BY OWNER
2.114	Sanitary Sewer Tap Fees		LS		BY OWNER

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Item #	Description	Quantity	Unit	Unit Cost	Total Cost
2.115	Elevator Permit & Inspections		LS		BY SUBCONTRACTOR(S)
2.116	Mechanical & Electrical Permits & Inspections		LS		BY SUBCONTRACTOR(S)
2.117	Health Department Permits & Inspections		LS		BY SUBCONTRACTOR(S)
2.118	Other Government Fees\Permits Required for FCO		LS		BY SUBCONTRACTOR(S)
Other CMAR Onsite Reimbursable Costs					
2.119	Other CMAR's Onsite Costs Needed for the Work		LS		NOT IN PROJECT
2.C	Estimated Onsite Reimbursable Expenses - Subtotal				152,065
2.000	R's Total Proposed Costs to Be Reimbursed				657,331