

TFC Contract No. 16-105-000  
Flintco, LLC  
RFQ No. 303-6-00902  
Project No. 16-001-8801  
Amendment No. 3

**AMENDMENT NO. 3  
TO  
CONSTRUCTION MANAGER-AT-RISK CONTRACT  
BETWEEN  
THE TEXAS FACILITIES COMMISSION  
AND  
FLINTCO, LLC**

The Texas Facilities Commission (hereinafter referred to as “TFC”), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701, as Owner (as defined in 2015 UGC Section 1.28) and Flintco, LLC, a limited liability company (hereinafter referred to as “CMR”), located at 317 Grace Lane, Suite 150, Austin, Texas 78746 (hereinafter referred to collectively as the “Parties”), enter into the following *Amendment No. 3 to the Construction Manager-at-Risk Contract between the Texas Facilities Commission and Flintco, LLC* (hereinafter referred to as the “Amendment No. 3”), as amended.

**Recitals:**

WHEREAS, on or about June 29, 2016, the Parties entered into that one certain *Construction Manager-at-Risk Contract Between the Texas Facilities Commission and Flintco, LLC* (hereinafter referred to as the “Contract”); and

WHEREAS, on February 22, 2019, the Parties entered into Amendment No. 1 for the purpose of additional funding to increase the Contract Sum and reapportion certain amounts of the Contract Sum-Components and to incorporate certain statutorily required provisions; and

WHEREAS, on April 20, 2019, the Parties entered into Amendment No. 2 to change the address give in the caption and in the Notices section of the Contract; and

WHEREAS, the Parties desire to enter into this Amendment No. 3 for the purpose of Additional Services and funding of those Additional Services in the amount of Three Million Seven Hundred Ninety-Six Thousand Five Hundred Ninety-Three and No/100 Dollars (\$3,796,593.00) to which Two Million and No/100 Dollars (\$2,000,000.00) will be combined with funds already under the Contract, for a total not to exceed GMP amount of Five Million Seven Hundred Ninety-Six Thousand Five Hundred Ninety-Three and No/100 Dollars (\$5,796,593.00); and

WHEREAS, the Parties also desire to modify certain provisions of ARTICLE X, Insurance, and to include additional provisions, terms and conditions that were adopted subsequent to the execution of the Contract and its Amendments numbered 1 and 2, in order to comply with actions or requirements of the Texas Legislature, the State Auditor’s Office, the Office of the Attorney General, the Comptroller of Public Accounts, and for such other purposes as are addressed herein;

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

TFC Contract No. 16-105-000  
Flintco, LLC  
RFQ No. 303-6-00902  
Project No. 16-001-8801  
Amendment No. 3

1. Unless clearly provided otherwise herein, all terms and phrases in initial caps herein shall have the same meaning as the terms and phrases with initial caps in the Contract.
2. The Parties agree to modify ARTICLE I – DEFINITIONS, by adding the following definition:

“*HUB Compliance Reporting System* means the Texas Facilities Commission Historically Underutilized Business (“HUB”) online reporting system located at <https://tfc.gob2.com>. The *HUB Compliance Reporting System* is used to maintain business records documenting compliance with the HUB Subcontracting Plan (“HSP”) by submission of monthly Progress Assessment Reports (“PARs”). See Section 12.2., Historically Underutilized Businesses, and Subsection 12.2.1, Requirement to Utilize HUB Compliance Reporting System.”

3. The parties hereby agree to amend ARTICLE III – TERM, SUSPENSION, AND TERMINATION, Section 3.1 – Contract Term, by deleting the section in its entirety and replacing it as follows:

“3.1. Contract Term. This Contract shall be effective as of the Effective Date and shall terminate on September 15, 2021, unless extended by the parties by amendment to this Contract or terminated earlier, as provided below.”

4. The Parties agree to modify ARTICLE III – TERM, SUSPENSION, AND TERMINATION, Section 3.3, Termination Prior to Establishment of the GMP, by adding Subsections 3.3.1 and 3.3.2., as follows:

“3.3.1. Rights Upon Termination or Expiration of Contract. In the event that the Contract is terminated for any reason, or upon its expiration, TFC shall retain ownership of all associated work products and documentation obtained from the CMR under this Contract.

3.3.2. No Liability Upon Termination. If this Contract is terminated for any reason, TFC and the State of Texas shall not be liable to CMR for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code, Chapter 2260.”

5. The Parties agree to modify ARTICLE IV – CONSIDERATION, Section 4.2, Contract Sum-Components, to reflect the addition of Three Million Seven Hundred Ninety-Six Thousand Five Hundred Ninety-Three and No/100 Dollars (\$3,796,593.00) thus increasing the total Contract amount from Thirty Million Four Hundred Eighteen Thousand Seventy-Seven and No/100 Dollars (\$30,418,077.00) to a new total not to exceed amount of Thirty-Four Million Two Hundred Fourteen Thousand Six Hundred Seventy and No/100 Dollars (\$34,214,670.00) reflecting the Additional Services indicated in CMR’s GMP Proposal dated July 24, 2019 and the Supplementary Information and Alternate Pricing, attached hereto as “Exhibit A-3,” incorporated herein for all purposes. Section 4.2 is deleted in its entirety and replaced with Section 4.2, as follows:

TFC Contract No. 16-105-000  
Flintco, LLC  
RFQ No. 303-6-00902  
Project No. 16-001-8801  
Amendment No. 3

“4.2. Contract Sum–Components. Upon execution of a GMP Acceptance, the Contract Sum shall not exceed Thirty-Four Million Two Hundred Fourteen Thousand Six Hundred Seventy and No/100 Dollars (\$34,214,670.00), which is the sum of the following components.

4.2.1. Pre-Construction Management Fee. The Pre-Construction Management Fee which shall not exceed the sum of Ninety Thousand and No/100 Dollars (\$90,000.00).

4.2.2. Construction Management Fee. The Construction Management Fee not to exceed three and one-quarter percent (3.25%) of the Cost of Work, or Seven Hundred Ninety-One Thousand Nine Hundred Seventy-Eight and No/100 Dollars (\$791,978.00), which sum will be finalized as part of the Contract Sum in the GMP Acceptance.

4.2.3. General Conditions Fee. The General Conditions Fee not to exceed Two Million Two Hundred Forty-Five Thousand Five Hundred Seventy-Eight and No/100 Dollars (\$2,245,578.00), which sum will be finalized as part of the Contract Sum in the GMP Acceptance.

4.2.4. Cost of Work. The Cost of Work will be adjusted and finalized as part of the Contract Sum in the GMP. The budget for the Cost of Work shall not exceed Twenty-Four Million Three Hundred Sixty-Eight Thousand Six Hundred Fifty-Three and No/100 Dollars (\$24,368,653.00).

4.2.5. CMR Controlled Contingency. The TFC Controlled Contingency of Four Hundred Twenty-Nine Thousand Four Hundred Ninety-Five and No/100 Dollars (\$429,495.00), which sum shall be maintained through construction, and included in the Contract Sum and finalized in the GMP Acceptance.

4.2.6. TFC Controlled Contingency. The TFC Controlled Contingency of Six Million Two Hundred Eighty-Eight Thousand Nine Hundred Sixty-Six and No/100 Dollars (\$6,288,966.00), which sum shall be maintained through construction, and included in the Contract Sum and finalized in the GMP Acceptance.

4.2.7. Unused Contingencies. Any unused portion of the CMR Contingency and the TFC Controlled Contingency shall be returned to TFC at the completion of the Project through a credit Change Order to the Contract Sum.”

6. Pursuant to Contract Section 7.1.1, Compliance with All Laws, the Parties agree to modify ARTICLE VI – ACKNOWLEDGEMENTS, COVENANTS, AND AGREEMENTS, by deleting Subsection 6.2.18, Prohibition Against Boycotting Israel, in its entirety and replacing it with Subsection 6.2.18, Entities that Boycott Israel, which shall read in its entirety, as follows:

“6.2.18. Entities that Boycott Israel. Pursuant to Section 2270.002 of the Texas Government Code, CMR certifies that either (i) it meets an exemption criteria under

TFC Contract No. 16-105-000  
Flintco, LLC  
RFQ No. 303-6-00902  
Project No. 16-001-8801  
Amendment No. 3

Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Agreement. CMR shall state any facts that make it exempt from the boycott certification.”

7. Pursuant to Contract Section 7.1.1, Compliance with All Laws, the Parties also agree to modify ARTICLE VII – WARRANTIES AND REPRESENTATIONS BY CMR, by adding Subsections 7.1.7.2 through and including 7.1.7.4, and Section 7.1.16 Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.096, which shall read in their entirety as follows:

“7.1.7.2. No Conflicts. CMR represents and warrants that CMR has no actual or potential conflicts of interest in providing services to the State of Texas under this Contract and that CMR’s provision of services under this Contract would not reasonably create an appearance of impropriety.

7.1.7.3. Excluded Parties. CMR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

7.1.7.4. Suspension and Debarment. CMR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.”

“7.1.16. Certification Concerning Restricted Employment for Former State Officers or Employees Under Government Code § 572.069. CMR certifies that it has not employed and will not employ a former TFC or state officer who participated in a procurement or contract negotiation for TFC involving A/E within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose service or employment ceased on or after September 1, 2015.”

8. The Parties agree to modify ARTICLE XI – BONDS AND INSURANCE, Section 11.2.1, Workers’ Compensation and Employers’ Liability Coverage, by deleting Subsection 11.2.1.2, in its entirety and replacing it with Subsection 11.2.1.2, as follows:

“11.2.1.2. In accordance with Tex. Lab. Code §406.096(b), CMR shall require each Subcontractor to certify in writing to the CMR that said Subcontractor provides workers’ compensation and employers’ liability insurance for all of Subcontractor’s employees employed on this public project. Owner is entitled, upon request and without expense, to receive copies of Subcontractor’s written certifications.”

9. The Parties agree to modify ARTICLE XI – BONDS AND INSURANCE, Section 11.2.7, General Requirements for All Insurance, by deleting Subsection 11.2.7.3.2 in its entirety and replacing it with Subsection 11.2.7.3.2, as follows:

TFC Contract No. 16-105-000  
Flintco, LLC  
RFQ No. 303-6-00902  
Project No. 16-001-8801  
Amendment No. 3

“11.2.7.3.2 the policy, or such other document(s) as may be acceptable to TFC, must obligate the insurer, or a third party acceptable to TFC, to notify the Texas Facilities Commission, Attention: Insurance Specialist, P. O. Box 13047, Austin, Texas 78711 (e-Email: [Insurance@tfc.state.tx.us](mailto:Insurance@tfc.state.tx.us)), of any (i) non-renewal; (ii) cancellation; or (iii) material changes, in writing, as soon as is reasonably possible prior to any such non-renewal, cancellation, or change.”

10. The Parties agree to modify ARTICLE XII – MISCELLANEOUS PROVISIONS, Section 12.2, Historically Underutilized Businesses (“HUBs”), by adding Subsection 12.2.1, Requirement to Utilize HUB Compliance Reporting System, as follows:

“12.2.1. Requirement to Utilize HUB Compliance Reporting System. Pursuant to Texas Administrative Code, Title 34 §§ 20.85(f)(1)(2) and 20.287(b), TFC administers monthly HUB Subcontracting Plan (“HSP”) to include the Progressive Assessment Report (“PAR”) compliance monitoring through a HUB Compliance Reporting System known as B2G. CMR and CMR’s Subcontractors must submit required PAR information into the B2G system as a condition of payment. Any delay in the timely submission of PAR information into the B2G system will be treated as a deficiency and the payment request will be subject to suspension until such deficiency has been resolved.”

11. The Parties agree to modify ARTICLE XII – MISCELLANEOUS PROVISIONS, Section 12.9, Name and Organizational Changes, by adding Subsection 12.9.1, Termination Due to Material Change, as follows:

“12.9.1. Termination Due to Material Change. TFC may terminate this Contract due to any change to CMR that materially alters CMR’s ability to perform under the Contract.”

12. The Parties agree to modify ARTICLE XII – MISCELLANEOUS PROVISIONS, by inserting Sections 12.26 through and including 12.29, and re-numbering existing Section 12.26, Entire Agreement and Modification, so that the inserted Sections and the existing Section read in their entirety, as follows:

“12.26. False Statements; Breach of Representations. By signature to this CMR, CMR makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If CMR signs this Contract with a false statement or it is subsequently determined that CMR has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, CMR shall be in default under this Contract, and TFC may terminate or void this Contract for cause and pursue other remedies available to TFC under this Contract and applicable law.

12.27. Abandonment and Default. If CMR defaults on this Contract, TFC reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the

TFC Contract No. 16-105-000  
Flintco, LLC  
RFQ No. 303-6-00902  
Project No. 16-001-8801  
Amendment No. 3

next best responsive and responsible respondent. The defaulting CMR will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

12.28. Antitrust and Assignment of Claims. CMR represents and warrants that neither CMR nor any firm, corporation, partnership, or institution represented by CMR, or anyone acting for such firm, corporation or institution has (i) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (ii) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract. CMR assigns to the State of Texas all of CMR's rights, title, and interest in and to all claims and causes of action CMR may have under the antitrust laws of Texas or the United States for overcharges associated with the Contract.

12.29. Entire Agreement and Modification. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistently with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.”

[ This Space Intentionally Left Blank]

TFC Contract No. 16-105-000  
Flintco, LLC  
RFQ No. 303-6-00902  
Project No. 16-001-8801  
Amendment No. 3

13. Except as expressly amended by this Amendment No. 3, all other terms, conditions and provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 3 to be effective as the date of the last party to sign.

**TEXAS FACILITIES COMMISSION**

**FLINTCO, LLC**

DocuSigned by:  
By: Mike Novak, Executive Director  
B1C9FC0A8020417...

DocuSigned by:  
By: [Signature]  
52A550F20F81473...

Mike Novak

Kevin Moyes

Executive Director

President, South Central Region

Date of Execution: 10/25/2019 | 6:11 PM CDT

Date of Execution: 10/25/2019 | 5:58 PM CDT

GC [Signature]

Dir [Signature]

DED [Signature]

TFC Contract No. 16-105-000  
Flintco, LLC  
RFQ No. 303-6-00902  
Project No. 16-001-8801  
Amendment No. 3

**EXHIBIT A-3**

**CMR'S GMP PROPOSAL DATED JULY 24, 2019 AND SUPPLEMENTARY  
INFORMATION & ALTERNATE PRICING**

# GUARANTEED MAXIMUM PRICE No. 5.1

## Texas Facilities Commission

## Texas School for the Deaf

## GMP #5.1 -Waterproofing, Security and Stadium Lights

### TFC Contract No. 16-105-000

### TFC Project No. 16-001-8801

1102 South Congress Ave.

Austin, Texas 78704

Flintco Project No. 16058

### July 24, 2019

#### OWNER

Texas Facilities Commission  
1711 San Jacinto Blvd.  
Austin, TX 78701  
(512) 463-3446

#### CONSTRUCTION MANAGER AT RISK

Flintco, LLC  
317 Grace Lane, Suite 150  
Austin, TX 78746  
(512) 891-7224

#### ARCHITECT

Parkhill Smith & Cooper  
12301-B Riata Trace Pkwy #100  
Austin, TX 78727  
(512) 676-2100



# GUARANTEED MAXIMUM PRICE No. 5.1

THIS PAGE INTENTIONALLY LEFT BLANK





Groundbreaking Since 1908.

Texas Facilities Commission  
1711 San Jacinto Blvd., 4<sup>th</sup> Floor  
Austin, Texas 78701

TFC Contract No. 16-105-000  
Project No. 16-001-8801

Attn: Daniel Yen  
Project Manager  
Facilities Design & Construction Division

Re: TFC Contract No. 16-105-000  
TFC Project Nos: 16-001-8801 – GMP No. 5.1  
Project Name: Texas School for the Deaf Deferred Maintenance – Waterproofing,  
Security and Stadium Lights

Dear Mr. Yen:

Pursuant to Article 2 of that one certain *Construction Manager-at-Risk Contract by and between the Texas Facilities Commission and Flintco, LLC*, dated June 8, 2015 (the “CMR Contract”), please accept this letter and the accompanying binder, which includes the documents identified below, as our Guaranteed Maximum Price Proposal (“GMP Proposal”) for Bid Package No. 5.1.

Our proposed Guaranteed Maximum Price for Bid Package No. 5.1 is **Five Million Seven Hundred Ninety-six Thousand Five Hundred Ninety-three and 00/100 dollars (\$5,796,593.00)**.

The following documents that are enclosed in this binder constitute a part of the GMP Proposal for Bid Package No. 5.1:

1. **TAB 1:** a list of the Drawings and Specifications that were used in preparation of this Guaranteed Maximum Price Proposal including all addenda thereto, a digital copy of which list and the Drawings and Specifications shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit I” and “Exhibit J”, respectively;
2. **TAB 2:** the C&A created by us in the preparation of this Guaranteed Maximum Price Proposal, including any assumptions, a digital copy of which C&A shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit K”;
3. **TAB 3:** a Statement of Guaranteed Maximum Price that includes, at a minimum, statements that separately identify the following costs: (i) the Pre-Construction Management Fee; (ii) the General Conditions Fee; (iii) the Cost of the Work enumerated, at a minimum, in categories by CSI specification number and including all allowances and the CMR Contingency; (iv) the Construction Management Fee; and (v) the TFC Controlled Contingency, a digital copy of which statement shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as “Exhibit L”;



Groundbreaking Since 1908.

4. **TAB 4:** a Statement of the Date of Proposed Substantial Completion upon which the proposed Guaranteed Maximum Price is based, a digital copy of which statement shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as "Exhibit M";
5. **TAB 5:** the Work Progress CPM Schedule, a digital copy of which shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as "Exhibit N";
6. **TAB 6:** Updated List of Project Manager and Subcontractors (a digital copy of which shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD and labeled therein as "Exhibit Q"); and
7. **TAB 7:** Revised HUB Subcontracting Plan, which is hereby submitted for approval, and upon approval, a digital copy shall be incorporated into the Contract by reference for all purposes in .pdf format on the CD, labeled therein as "Exhibit T", and substituted for the original approved HUB Subcontracting Plan.

The deadline on which the Guaranteed Maximum Price Proposal will automatically expire without further notice is **October 25, 2019**.

We acknowledge that at or prior to the execution of the Guaranteed Maximum Price Amendment, and pursuant to Article 2 of the Contract, the following additional items must be submitted to TFC for review and approval:

1. the Schedule of Values in accordance with Section 10.1 of the UGC;
2. all proof of insurance as required by the Contract; and
3. a safety plan as specified in Section 7.1 of the UGC, and the designation of a qualified and experienced safety representative at the Site whose duties and responsibilities shall be, at a minimum, the prevention of accidents and the maintenance and supervision of said safety plan.

Sincerely,  
Flintco, LLC

A handwritten signature in blue ink, appearing to read "Gary Miller".

Gary Miller  
Project Director



## Table of Contents

<u>Description</u>	<u>Tab</u>
List of Drawings and Specifications: Exhibits I and J.....	1
Clarifications and Assumptions: Exhibit K.....	2
Statement of Guaranteed Maximum Price: Exhibit L.....	3
Date of Proposed Substantial Completion: Exhibit M.....	4
Work Progress CPM Schedule: Exhibit N.....	5
List of Project Manager and Subcontractors: Exhibit Q .....	6
HUB Subcontracting Plan: Exhibit T.....	7



## TAB 1 – EXHIBIT I

### Drawing List – Document Dated 4/2019

SHEET	DESCRIPTION	DATE	REVISION
<b>GENERAL</b>			
G0-00	COVER SHEET AND INDEX	4/11/2019	4/15/2019
<b>ACCESSIBILITY STANDARDS</b>			
AR-01	ACCESSIBILITY STANDARDS	4/11/2019	
AR-02	ACCESSIBILITY STANDARDS	4/11/2019	
<b>CIVIL</b>			
C2-101	SITE PLAN GUARD HUT CONTROL ARMS	4/11/2019	
C4-101	DETAILS	4/11/2019	
<b>STRUCTURAL</b>			
S2-308.1	COTTAGE #570 RENOVATION FOUNDATION PLAN ALT #2	4/11/2019	
<b>ARCHITECTURAL</b>			
A1-200	ARCHITECTURAL SITE PLAN DEMOLITION SCOPE	4/11/2019	
A1-310.1	DEMOLITION FLOOR PLAN – COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
A1-310.2	DEMOLITION CEILING PLAN – COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
A2-200	ARCHITECTURAL SITE PLAN - RENOVATION SCOPE	4/11/2019	
A2-201	PEDESTRIAN GATES SECURITY SITE DETAILS	4/11/2019	
A2-301.1	WATERPROOFING COTTAGE #564 BUILDING 24 ALT #5	4/11/2019	
A2-302.1	WATERPROOFING FLOOR PLAN COTTAGE #565 BUILDING 23	4/11/2019	
A2-303.1	WATERPROOFING FLOOR PLAN COTTAGE #566 BUILDING 22 ALT #3	4/11/2019	
A2-304.1	WATERPROOFING FLOOR PLAN COTTAGE #567 BUILDING 21	4/11/2019	
A2-305.1	WATERPROOFING FLOOR PLAN COTTAGE #568 BUILDING 20	4/11/2019	
A2-306.1	WATERPROOFING FLOOR PLAN COTTAGE #569 BUILDING 18 ALT #4	4/11/2019	
A2-307.1	WATERPROOFING FLOOR PLAN COTTAGE #570 BUILDING 16 ALT #2	4/11/2019	
A2-308.1	WATERPROOFING PLAN COTTAGE ROOFS	4/11/2019	4/15/2019
A2-308.1.2	WATERPROOFING PLAN ALTERNATE COTTAGE ROOFS 3564 (ALT #5), #566 (ALT #3), #568 (ALT #4), #570 (ALT #2)	4/11/2019	4/15/2019
A2-308.2	COTTAGE ROOF DETAILS	4/11/2019	
A2-309.1	COTTAGE WINDOW AND DOOR SCHEDULE	4/11/2019	



A2-310.1	RENOVATION FLOOR PLAN COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
A2-310.2	RENOVATION CEILING PLAN COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
A2-310.3	SCHEDULES, DETAILS & ELEVATIONS COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
A2-311.1	MASONRY RESTORATION TODDLER LEARNING CENTER BUILDING 28	4/11/2019	
A2-312.1	RENOVATION PLAN KOEN HALL LEVEL ONE ALTERNATE #1	4/11/2019	
A2-312.2	RENOVATION PLAN KOEN HALL LEVEL TWO ALTERNATE #1	4/11/2019	
A2-312.3	RENOVATION PLAN KOEN HALL LEVEL THREE ALTERNATE #1	4/11/2019	
A2-315.1	SECURITY CARD READER PLANS AND SCHEDULES	4/11/2019	
A2-316.1	CTE FORD ROOF	4/11/2019	
A2-317.1	HIGH SCHOOL/MIDDLE SCHOOL ROOF	4/11/2019	
A2-318.1	KOEN AND LEWIS ROOFS	4/11/2019	
A2-319.1	COLOMBO SWIM TSD GYM ROOF	4/11/2019	
A2-320.1	CAFETERIA BUILDING ROOF	4/11/2019	
A2-321.1	SPECIAL NEEDS BOYS AND GIRLS DORM ROOFS	4/11/2019	
A2-322.1	ELEMENTARY SCHOOL ROOF	4/11/2019	
<b>INTERIORS</b>			
IO-000	INTERIOR MATERIAL LEGEND, FINISH ABBREVIATIONS AND GENERAL FINISH NOTES	4/11/2019	
<b>FIRE PROTECTION</b>			
FP0-001	FIRE PROTECTION SCOPE OF WORK	4/11/2019	
FP2-101	FIRE PROTECTION PLAN COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
<b>PLUMBING</b>			
P0-000	PLUMBING ABBREVIATIONS AND LEGEND	4/11/2019	
P0-001	PLUMBING SCOPE OF WORK	4/11/2019	
P1-101	PLUMBING DEMOLITION PLAN COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
P2-101	PLUMBING PLAN COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
P3-101	SUMP PUMP PLUMBING PLAN AREA A	4/11/2019	
P3-102	SUMP PUMP PLUMBING PLAN AREA B	4/11/2019	
<b>MECHANICAL</b>			
M0-000	MECHANICAL ABBREVIATIONS & LEGENDS	4/11/2019	
M0-001	MECHANICAL SCOPE OF WORK	4/11/2019	
M1-103	MECHANICAL DEMOLITION PLAN COTTAGE 570 BLDG 16 ALT #2	4/11/2019	
M2-101	MECHANICAL PLAN KOEN HALL BUILDING 44	4/11/2019	
M2-102	MECHANICAL PLAN LEWIS HALL BUILDING 42	4/11/2019	
M2-103	MECHANICAL PLAN COTTAGE 570 BLDG 16 ALTERNATE #2	4/11/2019	
<b>ELECTRICAL</b>			



E0-000	ELECTRICAL ABBREVIATIONS AND LEGEND	4/11/2019	
E1-101	ELECTRICAL DEMOLITION PLAN COTTAGE 570 ALTERNATE #2	4/11/2019	
E2-101	ELECTRICAL PLAN COTTAGE 570 ALTERNATE #2	4/11/2019	
E3-100	ENLARGED SITE PLAN FOOTBALL FIELD	4/11/2019	
E3-101	SUMP PUMPS AREA A	4/11/2019	
E3-102	SUMP PUMPS AREA B	4/11/2019	
E12-100	ELECTRICAL SCHEDULES FOOTBALL FIELD	4/11/2019	
<b>SECURITY</b>			
SC-000	SECURITY SYMBOLS & LEGEND	4/11/2019	
SC2-001	SITE PLAN – SECURITY	4/11/2019	
SC2-100	ENLARGED SITE PLAN – SECURITY	4/11/2019	
SC2-101	CLINGER GYM FLOOR PLAN - SECURITY	4/11/2019	
SC2-102	COTTAGE #564 FLOOR PLAN - SECURITY	4/11/2019	
SC2-103	KLEBERG BUILDING FLOOR PLAN - SECURITY	4/11/2019	
SC2-104	OPERATIONS COMPLEX FLOOR PLAN – SECURITY	4/11/2019	
SC2-105	PEASE ADMIN FLOOR PLAN – SECURITY	4/11/2019	
SC2-106	RL DAVIS AUDITORIUM FLOOR PLAN – SECURITY	4/11/2019	
SC2-107	FORD BUILDING FLOOR PLAN - SECURITY	4/11/2019	
SC2-108	MAINTENANCE BUILDING FLOOR PLAN – SECURITY	4/11/2019	
SC4-100	SECURITY DETAILS	4/11/2019	



## TAB 1 – EXHIBIT J

Specification Listing - Document dated 4/2019

### **DIVISION 00 – BIDDING REQUIREMENTS AND CONTRACT INFORMATION**

*UGC 2015 EDITION*

*SUPPLEMENTARY CONDITIONS OF THE 2015 UGC*

*SPECIAL CONDITIONS*

*CRIMINAL BACKGROUND CHECKS AND APPLICATION GUIDELINES*

*WAGE RATES*

*WAGE RATES COMPLAINT INFORMATION*

*CONSTRUCTION PURCHASE VOUCHER*

*CONSTRUCTION PAYMENT AFFIDAVIT*

*HUB PROGRESS ASSESSMENT REPORT*

*DIRECT DEPOSIT FORM AND INSTRUCTIONS*

*TRANSMITTAL LETTER*

*SUBMITTAL LETTER*

*CHANGE ORDER FORM A, B, & C*

*TIME EXTENSION CHANGE ORDER*

*FINAL PAYMENT CHECKLIST*

*WARRANTY TRANSMITTAL LETTER*

*ACM NON-USE AFFIDAVIT - CONSTRUCTION*

*ROOFING GUARANTEE*

*PCC FLOW CHARTS*

*WARRANTY AND TRAINING MATRIX SAMPLE*

### **DIVISION 1 – GENERAL REQUIREMENTS**

<i>01 10 00 SUMMARY .....</i>	<i>4/2019</i>
<i>01 20 00 PRICE AND PAYMENT .....</i>	<i>4/2019</i>
<i>01 23 00 ALTERNATES .....</i>	<i>4/2019</i>
<i>01 25 00 SUBSTITUTION PROCEDURES .....</i>	<i>4/2019</i>
<i>01 33 00 SUBMITTAL PROCEDURES .....</i>	<i>4/2019</i>
<i>01 40 00 QUALITY REQUIREMENTS .....</i>	<i>4/2019</i>
<i>01 50 00 TEMPORARY FACILITIES AND CONTROLS .....</i>	<i>4/2019</i>
<i>01 57 13 TEMPORARY EROSION AND SEDIMENT CONTROL .....</i>	<i>4/2019</i>
<i>01 60 00 PRODUCT REQUIREMENTS .....</i>	<i>4/2019</i>
<i>01 70 00 EXECUTION AND CLOSEOUT REQUIREMENTS .....</i>	<i>4/2019</i>
<i>01 78 23 OPERATION AND MAINTENANCE DATA .....</i>	<i>4/2019</i>



01 78 23.30 OPERATION AND MAINTENANCE COMMISSIONING REQUIREMENTS .....4/2019  
 01 78 39 PROJECT RECORD DOCUMENTS .....4/2019  
 01 79 00 DEMONSTRATION AND TRAINING .....4/2019  
 01 91 13 GENERAL COMMISSIONING REQUIREMENTS.....4/2019  
 01 91 13.10 CONSTRUCTION CHECKLISTS COMMISSIONING REQUIREMENTS .....4/2019  
 01 91 13.20 FUNCTIONAL PERFORMANCE TESTING COMMISSIONING REQUIREMENTS .4/2019  
 01 91 13.30 DEMONSTRATION AND TRAINING COMMISSIONING REQUIREMENTS .....4/2019

**DIVISION 02 – EXISTING CONDITIONS**

02 41 19 SELECTIVE DEMOLITION.....4/2019

**DIVISION 03 - CONCRETE**

03 30 00 CAST IN PLACE CONCRETE.....4/2019

**DIVISION 04 - MASONRY**

04 01 10 MASONRY CLEANING .....4/2019  
 04 01 20.63 BRICK MASONRY REPAIR .....4/2019  
 04 01 20.64 BRICK MASONRY REPOINTING .....4/2019

**DIVISION 05 - METAL**

05 12 00 STRUCTURAL STEEL FRAMING.....4/2019  
 05 52 13 PIPE AND TUBE RAILINGS.....4/2019

**DIVISION 6 - WOOD, PLASTICS AND COMPOSITES**

06 41 16 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS .....4/2019

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

07 01 50.19 PREPARATION FOR REROOFING .....4/2019  
 07 19 00 WATER REPELLENTS .....4/2019  
 07 22 16 ROOF INSULATION .....4/2019  
 07 55 50 HEAT-WELD APPLIED MODIFIED BITUMINOUS ROOF SYSTEM.....4/2019  
 07 62 00 SHEET METAL FLASHING AND TRIM .....4/2019  
 07 62 23 MANUFACTURED GUTTERS AND DOWNSPOUTS.....4/2019  
 07 84 13 PENETRATION FIRESTOPPING .....4/2019  
 07 92 00 JOINT SEALANTS.....4/2019

**DIVISION 8 – DOORS AND WINDOWS**

08 11 13 HOLLOW METAL DOORS AND FRAMES .....4/2019  
 08 14 16 FLUSH WOOD DOORS .....4/2019



08 41 13 ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS .....4/2019  
 08 71 00 DOOR HARDWARE .....4/2019  
 08 80 00 GLAZING .....4/2019

**DIVISION 9 - FINISHES**

09 22 16 NON-STRUCTURAL METAL FRAMING .....4/2019  
 09 24 00 CEMENT PLASTERING .....4/2019  
 09 29 00 GYPSUM BOARD .....4/2019  
 09 30 13 CERAMIC TILING .....4/2019  
 09 51 13.13 ACOUSTICAL PANEL CEILINGS .....4/2019  
 09 65 13 RESILIENT BASE AND ACCESSORIES .....4/2019  
 09 65 53 LINOLEUM FLOORING .....4/2019  
 09 68 13 TILE CARPETING .....4/2019  
 09 91 13 EXTERIOR PAINTING .....4/2019  
 09 91 23 INTERIOR PAINTING .....4/2019

**DIVISIONS 10 - SPECIALTIES**

10 28 13 TOILET ACCESSORIES .....4/2019

**DIVISION 11 – EQUIPMENT**

NOT USED

**DIVISION 12 – FURNISHINGS**

12 36 23.13 PLASTIC-LAMINATE-CLAD COUNTERTOPS .....4/2019

**DIVISION 13 – SPECIAL CONSTRUCTION**

NOT USED

**DIVISION 14 – CONVEYING EQUIPMENT**

NOT USED

**DIVISION 21 – FIRE SUPPRESSION**

21 05 00 COMMON WORK RESULTS FOR FIRE SUPPRESSION .....4/2019  
 21 13 13 WET-PIPE SPRINKLER SYSTEMS.....4/2019

**DIVISION 22 - PLUMBING**

22 11 00 FACILITY WATER DISTRIBUTION.....4/2019  
 22 11 23 DOMESTIC WATER PUMPS.....4/2019  
 22 13 16 SANITARY WASTE AND VENT PIPING.....4/2019



22 30 05 DOMESTIC WATER HEATERS.....4/2019  
 22 40 00 PLUMBING FIXTURES .....4/2019

**DIVISION 23 – HEATING, VENTILATION AND AIR CONDITONING**

23 05 00 GENERAL MECHANICAL REQUIREMENTS .....4/2019  
 23 05 00.02 BASIC MECHANICAL MATERIALS AND METHODS .....4/2019  
 23 05 29 HANGERS AND SUPPORTS FOR HVAC AND PLUMBING PIPING AND EQUIP .....4/2019  
 23 05 53 MECHANICAL IDENTIFICATION .....4/2019  
 23 05 93 TESTING, ADJUSTING AND BALANCING .....4/2019  
 23 07 05 HVAC AND PLUMBING INSULATION.....4/2019  
 23 11 23 FACILITY NATURAL GAS PIPING .....4/2019  
 23 21 13 HYDRONIC PIPING .....4/2019  
 23 31 00 HVAC DUCTS AND CASINGS.....4/2019  
 23 37 00 AIR OUTLETS AND INLETS .....4/2019

**DIVISION 26 - ELECTRICAL**

26 05 00 BASIC ELECTRICAL METHODS.....4/2019  
 26 05 13 BUILDING WIRE AND CABLE .....4/2019  
 26 05 26 GROUNDING AND BONDING .....4/2019  
 26 25 29 SUPPORTING DEVICES .....4/2019  
 26 05 33 CONDUIT .....4/2019  
 26 05 33.16 BOXES .....4/2019  
 26 05 53 ELECTRICAL IDENTIFICATION .....4/2019  
 26 27 26 WIRING DEVICES .....4/2019  
 26 28 16.16 ENCLOSED SWITCHES .....4/2019  
 26 56 68 EXTERIOR ATHLETIC LIGHTING .....4/2019

**DIVISION 27 – COMMUNICATIONS**

NOT USED

**DIVISION 28 – ELECTRONIC SAFETY AND SECURITY**

28 13 00 ACCESS CONTROL SYSTEM.....4/2019

**DIVISION 31 - EARTHWORK**

31 23 00 EXCAVATION AND FILL.....4/2019  
 31 23 00.01 EXCAVATION AND FILL FOR UTILITIES .....4/2019  
 31 23 16.13 TRENCHING .....4/2019

**DIVISION 32- EXTERIOR IMPROVEMENTS**

32 12 16 ASPHALTIC CONCRETE SURFACING .....4/2019



32 13 13 CONCRETE PAVING .....4/2019

32 13 73 CONCRETE PAVING SEALANT JOINTS .....4/2019

32 16 00 CONCRETE CURBS, GUTTERS AND SIDEWALKS .....4/2019

32 17 23 PAVEMENT MARKINGS .....4/2019

32 84 00 PLANTING IRRIGATION .....4/2019

32 91 13 SOIL PREPARATION .....4/2019

32 92 00 TURF AND GRASSES .....4/2019

LIMITED PRE-RENOVATION ASBESTOS SURVEY - COTTAGE 564 .....4/20/2017

REPORT OF PRE-RENOVATION ASBESTOS SURVEY

    - COTTAGES 564, 565, 566, 567, 568, 569 AND 570 ..... 11/20/2018

ADDENDUM #1 .....4/15/2019



## TAB 2 – CLARIFICATIONS AND ASSUMPTIONS EXHIBIT K

### General

1. GMP includes the base scope and Alternate #1, #2, and #5; The estimated cost of these alternates is based on acceptance of the GMP, in its entirety, and cannot be accepted independently without appropriate cost adjustment. Alternates #3 & #4 are excluded.
2. Owner to assist with electrical or mechanical tie-ins or shutdowns by closing or opening existing switches and/or valves.
3. GMP assumes electrical power and water will be available for Construction Manager's office trailer. Usage fees by Owner.
4. GMP assumes that the cottages will be fully vacated during construction.
5. GMP assumes existing furniture will be removed and reinstalled by Owner.
6. GMP assumes that all systems will come back on-line as required within normal systems operations once the systems are reactivated.
7. GMP assumes that condition of the communication manholes allows for entry into the manhole without damaging or having to extend or replace any wires, cables or fiber communication lines. Any modification to existing lines to properly access the work is excluded.
8. This GMP is the fifth installment of the overall project and does not imply that remaining funds will be sufficient to complete any remaining work yet to be designed.
9. This GMP includes twelve (12) months of General Conditions.
10. GMP assumes that the existing Flintco office trailer and laydown area will be utilized as is.
11. GMP assumes a maximum of 100 each potholes to locate existing utilities. Assumed 30 each of the potholes will be in asphalt, concrete or brick pavements. Patching of pavement is included.
12. GMP assumes the following allowable work hours per work area:
  - a. Work hours is a case by case scenario; however, Construction Manager will coordinate work with TSD. Weekend works may start as early as Friday after work through Sunday night.

#### The following buildings follow normal or off working hours:

- Cottage #564 (Bldg #24)
- Cottage #565 (Bldg #23)
- Cottage #566 (Bldg #22)
- Cottage #567 (Bldg #21)
- Cottage #568 (Bldg #20)



- Cottage #569 (Bldg #18)
- Cottage #570 (Bldg #16)
- Football Field
- Maintenance Bldg (Bldg #3)

**Anytime-Daytime for Exterior Work  
Night Work Allowed for Interior Work**

- Clinger Gym (Bldg. #27)
- CTE FORD (Bldg. #6)
- Kleberg (Bldg. #45)
- Operations Complex (Bldg. #2)
- Koen Hall (Bldg. #44) Alternate #1
- Lewis Hall (Bldg. #42) Alternate #1
- Pease Admin (Bldg. #8A)
- RL Davis Auditorium (Bldg. #14)
- Toddler Center (Bldg. #28)

## **Division 2**

13. GMP excludes abatement of hazardous materials for any other buildings as no information was provided.
14. GMP excludes abatement of hazardous materials associated with roofing or window replacement scopes of work.
15. GMP excludes storm water pollution protection. Only small utility ditching is anticipated.
16. GMP assumes that windows will be removed/replaced at one cottage at a time. Temporary covering of window openings will be provided following removal.
17. GMP assumes only a single layer of existing flooring is to be removed in Cottage 570.

## **Division 4**

18. GMP excludes abatement of hazardous materials associated with masonry restoration scopes of work.
19. GMP includes stainless steel thru-wall flashing per Key Note #5 on Sheet A2-319.1 for the Colombo Swim TSD Gym Roof work.
20. GMP excludes masonry restoration work unforeseen under the existing cottages cap flashing.
21. GMP excludes Level 3 Masonry Restoration as none are indicated.
22. GMP excludes tooth-in perimeter masonry patches at Cottage 570 as none are indicated.

## **Division 6**

23. GMP includes window sills of paint grade plywood with 1-1/2" drop down at replacement windows.



### **Division 7**

- 24. GMP excludes complete water test of the entire roof systems.
- 25. GMP excludes abatement of hazardous materials related to the existing roofs.
- 26. GMP assumes existing cottage roof substrate is metal decking.
- 27. GMP includes 24 gauge prefinished sheet metal for roof related sheet metal flashing.

### **Division 8**

- 28. GMP excludes special colors for replacement window frames. Standard colors to be used.
- 29. GMP assumes that windows will be removed/replaced at one cottage at a time.
- 30. GMP excludes application of waterproofing membrane at existing cottage replacement window openings.
- 31. GMP assumes no woodwork, brickwork or concrete work will be required to prepare/repair wall openings for window installation. Any work required to bring the window rough opening for acceptable window installation is excluded.
- 32. GMP excludes break metal closure pieces for replacement windows.
- 33. GMP includes exterior hollow metal doors as Curries 757 Series, steel stiffened core, 16g, A60 galvanized, primed.
- 34. GMP includes exterior hollow metal frames as Curries M Series, 16g, A60 galvanized, fully welded, primed.
- 35. GMP includes interior hollow metal frames as Curries M Series, 16g, cold rolled steel, fully welded, primed.
- 36. GMP includes wood doors as VT Industries, 1-3/4" thick, Grade A plain slice red oak, Serengeti finish.
- 37. GMP includes new hardware sets as continuous hinges, electrified concealed vertical rods and gasketed as required for doors shown on Sheet A2-315.1. Hardware sets were not assigned for these openings.
- 38. GMP excludes verification of specified door hardware compatibility with existing doors and frames.
- 39. GMP includes an allowance of \$3,000 for door frame demo and installation associated with multiple security installations per Sheet A2-315.1.

### **Division 9**

- 40. Ceiling tile replacement: every effort will be made to match the existing tiles. Exact match is not likely.
- 41. GMP assumes where existing plaster ceilings or walls are being removed that gypsum board patch back will be acceptable.
- 42. GMP excludes all moisture remediation for existing slabs on grade to receive floor finishes.



- 43. GMP excludes ceramic tile cove base in Cottage 570.
- 44. GMP includes a maximum of 10 bags of floor stone leveling in Cottage 570.
- 45. GMP includes an allowance of \$15,000 for painting patchwork associated with multiple security installations per Sheet A2-315.1.

### **Division 21**

- 46. GMP includes replacement of existing fire suppression heads in Cottage 570.
- 47. GMP excludes modification to existing mains and/or branch lines.
- 48. GMP excludes modification to existing system beyond the requirements of the specifications.

### **Division 22**

- 49. The existing piping will be re-used for new water heater.
- 50. GMP includes re-routing domestic water overhead at Cottage 570 entrance in lieu of underground.

### **Division 26**

- 51. GMP includes dedicated neutral wire only for new devices installed. Dedicated neutrals for existing circuits are excluded.
- 52. GMP excludes power or generators for power shutdowns.
- 53. GMP excludes replacement of any medium voltage conductors. It is assumed the existing conductors will be the correct length and in good condition.
- 54. GMP includes new individual conductors using existing conduit pathways for the new football light poles.
- 55. GMP football field lights exclude service rungs, cables and platforms.
- 56. GMP excludes relocation of existing bird nests located on the existing football light assemblies.
- 57. Only the low voltage switches called out on the plans are provided.
- 58. Assuming 1 zone of control per room unless noted otherwise.
- 59. Dual Ballast for lighting fixtures is excluded.
- 60. No concrete scanning included.
- 61. Transient Voltage Surge Suppression devices are excluded.
- 62. New branch feeder Home Runs from electrical Panels to device/fixtures are excluded.

### **Division 28**

- 63. GMP includes one mobilization for road patching caused by security pathway installation.
- 64. GMP excludes new fiber in association with the security scope of work. Connections included to the existing fiber.



**Miscellaneous**

- 65. GMP excludes General Note: “The contractor is responsible to verify existing conditions during the bid phase. Including conditions above acoustical ceilings. No change orders will be accepted during construction for existing conditions at accessible locations.”
- 66. Owner to provide test and balance services for mechanical systems.
- 67. GMP excludes any firewatch services.
- 68. GMP excludes enhanced commissioning of new equipment.
- 69. GMP excludes all third-party testing requirements.
- 70. GMP excludes performance testing of existing mechanical, electrical or plumbing systems prior to construction.
- 71. GMP excludes any repairs for irrigation lines damaged during communication manhole work, as this cannot be quantified. Utmost care will be taken to avoid damage.
- 72. All testing and inspections by Owner.

**Allowances**

- \$10,000 – Landscape allowance for restoration of disturbed areas.
- \$3,000 – Door Demolition and Installation for Security
- \$15,000 - Painting and patchwork allowance associated with multiple security installations per Sheet A2-315.1.

**Unit Prices**

<u>Unit Price #1:</u> Roofing Deck Repair Type DR-1 per Specification 07 01 50.19 - Preparation for Re-Roofing	\$ 10.50		Per SF
<u>Unit Price #2:</u> Roofing Deck Repair Type CDR-1 per Specification 07 01 50.19 - Preparation for Re-Roofing	\$ 12.50		Per SF
<u>Unit Price #3:</u> Roofing Deck Repair Type CDR-2 per Specification 07 01 50.19 - Preparation for Re-Roofing	\$ 22.50		Per SF
<u>Unit Price #4:</u> Roofing Deck Repair Type MDR-1 per Specification 07 01 50.19 - Preparation for Re-Roofing	\$ 12.50		Per SF
<u>Unit Price #5:</u> Roofing Deck Repair Type MDR-1 per Specification 07 01 50.19 - Preparation for Re-Roofing	\$ 11.50		Per SF
<u>Unit Price #6:</u> Security System: S2-R64: Increase existing S2 NetBox Extreme and S2 NetBox Enterprise system license in 64 portal increments.	\$ 3,679.00		Per Increment



## TAB 3 – Statement of Guaranteed Maximum Price EXHIBIT L

Scope		Combined Base and Alternates #1, #2 & #5	Base	Alternates #1, #2 & #5	HUB \$
		Cost of Work Value	Cost of Work Value	Cost of Work Value	Cost of Work Value
1	o 01 74 16 – Access & Maintenance**	\$ 692,000	\$ 692,000	\$ -	\$ -
2	o 02 41 00 - Demolition	\$ 104,400	\$ 52,200	\$ 52,200	\$ -
3	o 03 00 00 – Concrete (Turn Key)	\$ 79,715	\$ 32,727	\$ 46,988	\$ -
4	o 04 00 00 – Masonry	\$ 269,000	\$ 184,000	\$ 85,000	\$ -
5	o 06 40 00 – Millwork	\$ 16,359	\$ 6,107	\$ 10,252	\$ -
6	o 07 52 00 – Roofing	\$ 714,103	\$ 479,927	\$ 234,176	\$ -
7	o 08 41 00 – Glass & Glazing	\$ 481,830	\$ 299,890	\$ 181,940	\$ -
8	o 08 71 00 – Doors, Frames & Hardware	\$ 81,155	\$ 81,155	\$ -	\$ -
9	o 09 20 00 – Drywall & Acoustical Ceilings	\$ 88,106	\$ 29,236	\$ 58,870	\$ -
10	o 09 30 00 – Tile	\$ 7,095	\$ -	\$ 7,095	\$ -
11	o 09 65 00 – Flooring	\$ 23,230	\$ -	\$ 23,230	\$ -
12	o 09 90 00 – Painting & Coatings	\$ 110,916	\$ 53,091	\$ 57,825	\$ -
13	o 10 00 00 – Specialties	\$ 1,393	\$ -	\$ 1,393	\$ -
14	o 21 00 00 – Fire Suppression	\$ 26,500	\$ -	\$ 26,500	\$ -
15	o 23 00 00 – Mechanical & Plumbing	\$ 470,177	\$ 337,750	\$ 132,427	\$ -
16	o 26 00 00 – Electrical & Fire Alarm	\$ 976,232	\$ 853,883	\$ 122,349	\$ -
17	o 28 00 00 – Electronic Safety	\$ 71,717	\$ 71,717	\$ -	\$ -
18	Allowances - Landscape Repair for Communication Manholes	\$ 10,000	\$ 10,000	\$ -	\$ -
19	Allowances - Door Demolition & Install for Security	\$ 3,000	\$ 3,000	\$ -	\$ -
20	Allowances - Painting and patchwork for Security	\$ 15,000	\$ 15,000	\$ -	\$ -
21	Subtotal	\$ 4,241,928	\$ 3,201,683	\$ 1,040,245	\$ -
22	Subcontractor Default Insurance (SDI)	\$ 53,024	\$ 40,021	\$ 13,003	\$ -
<b>TFC TSD - COW Sub-Total</b>		<b>\$ 4,294,952</b>	<b>\$ 3,241,704</b>	<b>\$ 1,053,248</b>	<b>\$ -</b>
Bonds & Insurance		\$ 62,277	\$ 47,005	\$ 15,272	\$ -
Construction Phase Fee (3.25%)		\$ 139,586	\$ 105,355	\$ 34,231	\$ -
General Conditions		\$ 749,927	\$ 567,695	\$ 182,232	\$ -
<b>Subtotal</b>		<b>\$ 5,246,742</b>	<b>\$ 3,961,759</b>	<b>\$ 1,284,983</b>	<b>\$ -</b>
Owner's Construction Contingency		\$ 75,356	\$ 37,678	\$ 37,678	\$ -
Construction Manager's Contingency (10% COW)		\$ 429,495	\$ 324,170	\$ 105,325	\$ -
<b>GC's, Contingencies, &amp; Fee Sub-Total</b>		<b>\$ 5,751,593</b>	<b>\$ 4,323,607</b>	<b>\$ 1,427,986</b>	<b>\$ -</b>
Pre-Construction Management Fee		\$ 45,000	\$ 45,000	\$ -	\$ -
<b>GMP Total</b>		<b>\$ 5,796,593</b>	<b>\$ 4,368,607</b>	<b>\$ 1,427,986</b>	<b>\$ -</b>



## **TAB 4 – STATEMENT OF SUBSTANTIAL COMPLETION EXHIBIT M**

Reference:

Texas School for the Deaf– Waterproofing, Security and Stadium Lights  
TFC Project No. 16-001-8801

Upon an anticipated Notice to Proceed date of September 3, 2019:

The date of Substantial Completion would be August 3, 2020.

Final Completion would be on September 15, 2020, for total of 379 calendar days following a Notice to Proceed for construction.

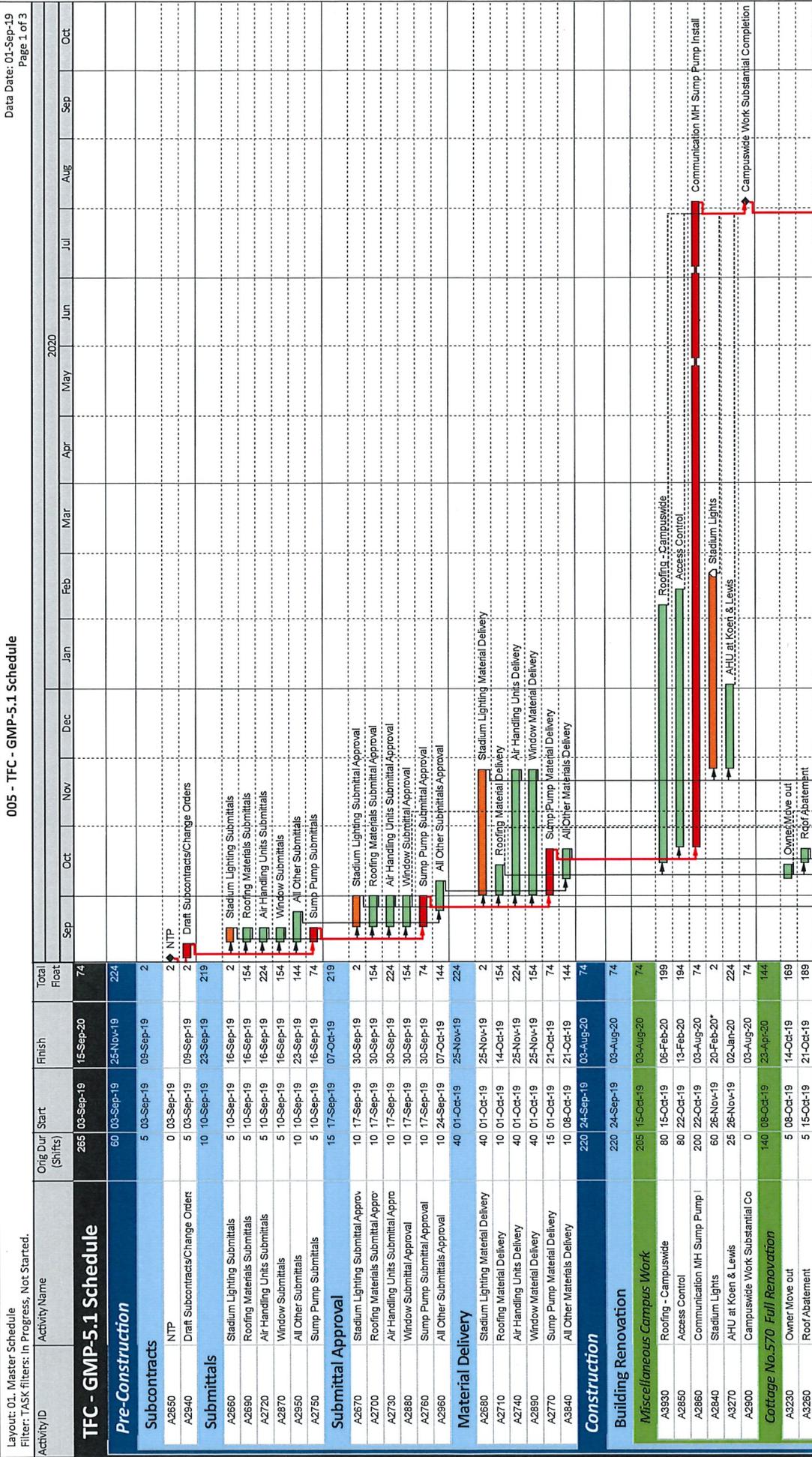
TFC Contract No. 16-1 05-000

Exhibit A-3

Amendment No. 3

005 - TFC - GMP-5.1 Schedule

Data Date: 01-Sep-19  
Page 1 of 3



ID: 005

### TFC - GMP-5.1 Schedule

**Start Date:** 01-Sep-19  
**Finish Date:** 15-Sep-20  
**Data Date:** 01-Sep-19  
**Run Date:** 09-Jul-19

**Remaining Level of Effort**  
 Remaining Work  
 Actual Level of Effort  
 Actual Work  
 Rem Work  
 Near Crit Rem  
 Remaining Work

**Critical Remaining Work**  
 Critical Remaining Work  
 % Complete  
 Milestone  
 Start Constraint  
 Finish Constraint



TFC Contract No. 16-105-000

Exhibit A-3

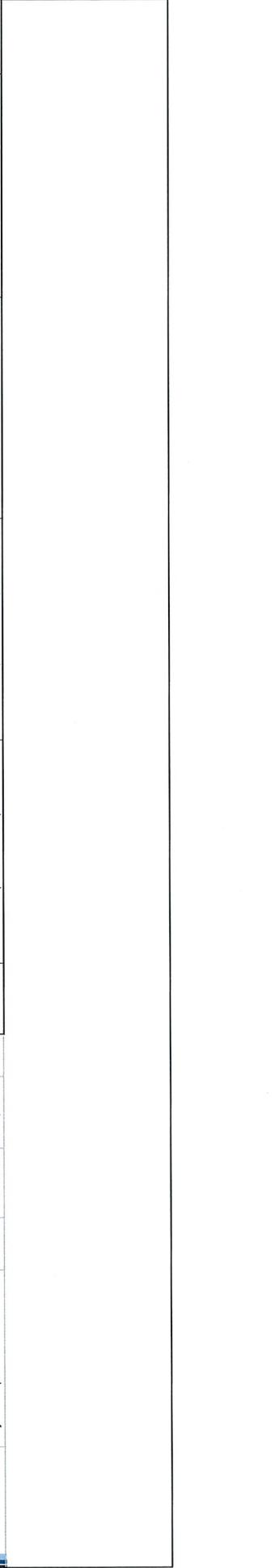
Amendment No. 3

005 - TFC - GMP-5.1 Schedule

Data Date: 01-Sep-19  
Page 3 of 3

Layout: 01 - Master Schedule  
Filter: TASK filters: In Progress, Not Started.

Activity ID	Activity Name	Orig Dur (Shifts)	Start	Finish	Total Float	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
A3340	Seal Wall Penetratbrns & Sealants	10	26-Dec-19	09-Jan-20	159														
A3350	Fix Door	5	26-Dec-19	02-Jan-20	164														
A3370	Cottage No.3 Completion	0		16-Jan-20	154														
<b>Cottage No. 568</b>																			
A4020	Owner Move Out	35	10-Jan-20	27-Feb-20	154														
A3480	Brick Restoration	5	10-Jan-20	16-Jan-20	154														
A4030	Roof Abatement	5	17-Jan-20	23-Jan-20	154														
A4040	New Activity	5	17-Jan-20	23-Jan-20	154														
A3470	Roof Demolition	5	24-Jan-20	30-Jan-20	154														
A3510	Window Install	10	24-Jan-20	06-Feb-20	154														
A3490	Selective Demolition	10	24-Jan-20	06-Feb-20	154														
A3880	Roof Penetration Flashing	5	31-Jan-20	06-Feb-20	154														
A3500	Roof and Flashing/Gutter Install	15	07-Feb-20	27-Feb-20	154														
A3520	Repair Patch & Paint Interior Wall	15	07-Feb-20	27-Feb-20	154														
A3530	Seal Wall Penetratbrns & Sealants	10	07-Feb-20	20-Feb-20	159														
A3540	Fix Door	5	07-Feb-20	13-Feb-20	164														
A3550	Cottage No.5 Completion	0		27-Feb-20	154														
<b>Cottage No. 564</b>																			
A4080	Owner Move out	5	21-Feb-20	27-Feb-20	154														
A3660	Brick Restoration	15	28-Feb-20	19-Mar-20	159														
A4090	Roof Abatement	5	28-Feb-20	05-Mar-20	154														
A4100	New Activity	5	28-Feb-20	05-Mar-20	154														
A3650	Roof Demolition	5	06-Mar-20	12-Mar-20	154														
A3690	Window Install	10	06-Mar-20	19-Mar-20	154														
A3670	Selective Demolition	10	06-Mar-20	19-Mar-20	154														
A3900	Roof Penetration Flashing	5	13-Mar-20	19-Mar-20	154														
A3680	Roof and Flashing/Gutter Install	15	20-Mar-20	09-Apr-20	154														
A3700	Repair Patch & Paint Interior Wall	15	20-Mar-20	09-Apr-20	154														
A3710	Seal Wall Penetratbrns & Sealants	10	20-Mar-20	02-Apr-20	159														
A3720	Fix Door	5	20-Mar-20	26-Mar-20	164														
A3730	Cottage No.7 Completion	0		09-Apr-20	154														
<b>Post-Construction</b>																			
Completion		100	23-Apr-20	15-Sep-20	74														
A3920	Cottages Substantial Completion	100	23-Apr-20	15-Sep-20	74														
A3220	Owner Commissioning	0		23-Apr-20	144														
A3240	Punchlist Cottages	5	24-Apr-20	30-Apr-20	164														
A3250	Owner Test & Balancing	10	24-Apr-20	07-May-20	144														
A4170	Punchlist Campuswide Work	5	01-May-20	07-May-20	164														
A3910	TFC Mandatory Float	10	04-Aug-20	17-Aug-20	74														
A2640	Project Complete	20	18-Aug-20	15-Sep-20	74														
A2640	Project Complete	0		15-Sep-20	74														







**TAB 7 – HUB Participation Percentages  
EXHIBIT T**

**Texas Facilities Commission  
TSD & TSBVI Deferred Maintenance Campus  
Texas School for the Deaf - Bid Package #5.1 Waterproofing, Security and Stadium Lights  
TFC Project No. 16-001-8801**

TOTAL GMP Value: \$ 5,796,593

Line Item #	Trade	Contractor/Company	Division	Contact	Email	WOMAN-OWNED HUB	HUB	NO HUB	WOMAN-OWNED HUB %	HUB %	NO HUB
1	Construction Manager	Flintco, LLC	1	Gary Miller	gary.miller@flintco.com						
2	Construction Manager	Flintco, LLC	1	Rossier Ines	rossier.ines@flintco.com						
3	Construction Manager	Flintco, LLC	1	Chuck Slovacek	chuck.slovacek@flintco.com						
<b>Subcontractors</b>											
4	01 74 16 – Access & Maintenance	Oakridge	1	Rossier Ines	rossier.ines@flintco.com			\$ 692,000			11.08%
5	02 41 00 – Demolition	Sisk-Robb	2	Greg Brooks	gbrooks@sisk-robb.com			\$ 104,400			1.67%
6	03 00 00 – Concrete	Lennie Construction	3	Chase Rich	chase@lennieconstruction.com			\$ 79,715			1.28%
7	04 00 00 – Masonry	Mid-Continental Restoration Co	4	John Prudent	john.prudent@midcontinental.com			\$ 269,000			4.31%
8	06 40 00 – Millwork	Nagelhout	6	Bob Peterson	estimating@nagelhoutandcompany.com			\$ 16,359			0.26%
9	07 52 00 – Roofing	Chamberlin Roofing	7	Jonathan Strelow	strelow@chamberlinroofing.com			\$ 714,103			11.43%
10	08 41 00 – Glass & Glazing	Austin Glass & Mirror	8	Kevin Bayer	kbayer@austinglass.com			\$ 481,830			7.71%
11	08 71 00 – Doors, Frames & Hardware	Hull Supply	8	Charles Poage	charlespoage@hullsupply.com			\$ 81,155			1.30%
12	09 20 00 – Drywall & Acoustical Ceilings	Performance Contracting	9	Billy Marks	Billy.Marks@pcbj.com			\$ 88,106			1.41%
13	09 30 00 – Tile	Centex Flooring	9	Rebecca Lovorn	rebecca@centexflooring.com			\$ 7,095			0.11%
14	09 65 00 – Flooring	Flooring Solutions	9	Travis LaMont	TL@flooringsolutions.com			\$ 23,230			0.37%
15	09 90 00 – Painting & Coatings	Cherry Painting	9	Scott Voelker	scott@cherrycoatings.com			\$ 110,916			1.78%
16	10 00 00 – Specialties	Specialties Direct	10	Rodrigo Gaona	rgaona@specialtiesdirect.com			\$ 1,383			0.02%
17	21 00 00 – Fire Suppression	Western States	21	Mike Brown	mike.brown@wsvwp.us			\$ 26,500			0.42%
18	23 00 00 – Mechanical & Plumbing	Beard Mechanical	22 & 23	Russell Rogers	rogers@beardmt.com			\$ 470,177			7.53%
19	26 00 00 – Electrical & Fire Alarm	Schmidt Electric	26	Marshall Hood	mhood@schmidt-electric.com			\$ 976,232			15.63%
20	28 00 00 – Access Control & Security	Convergent Technologies	28	Mitchell McVey	Mitchell.McVey@convergent.com			\$ 71,717			1.15%
21	Allowances	Undetermined						\$ 28,000			0.45%
						\$ -	\$ -	\$ 4,241,928	0.00%	0.00%	\$ 4,241,928
								Total COIW			Total HUB
									0.00%		67.92%



## Supplementary Information General Conditions

### GMP #5.1 –Waterproofing, Security and Stadium Lights

\*Based on a 12 month Construction Duration and \$4,340,514 Cost of Work

Description	Amount Total
Project Personnel	\$ 638,785
Field Office (Rent, Supplies and Equipment)	\$ 46,584
Background Checks & Drug Testing	\$ 1,083
Safety Program	\$ 8,931
Construction Documentation	\$ 6,505
Vehicles (Maintenance Oil, Gas)	\$ 43,495
Parking	\$ -
Temporary Barriers, Signage & Controls	\$ -
Field Office Cleaning & Waste Disposal	\$ 4,544
<b>Total General Conditions</b>	<b>\$749,927</b>
<b>Bonds &amp; Insurance</b>	<b>\$ 69,231</b>
<b>Preconstruction Fee</b>	<b>\$ 45,000</b>



## Supplementary Information Alternate Pricing

Texas School for the Deaf - Package #5.1 - Alternate Pricing Breakdown						
Scope	Total of Alternates	Alternate #1 - Koen & Lewis	Alternate #2 - Cottage 570	Alternate #5 - Cottage 564		
Preconstruction Sub-Total		Cost of Work Value	Cost of Work Value	Cost of Work Value	Subcontractor	
1	o 01 74 16 – Access & Maintenance**	\$ -				Oakridge
2	o 02 41 00 - Demolition	\$ 52,200		\$ 42,600	\$ 9,600	Sisk-Robb
3	o 03 00 00 – Concrete (Turn Key)	\$ 46,988		\$ 46,988		Lehne Construction
4	o 04 00 00 – Masonry	\$ 85,000	\$ 29,000	\$ 27,000	\$ 29,000	Mid-Continental Restoration
5	o 06 40 00 – Millwork	\$ 10,252		\$ 7,557	\$ 2,695	Nagelhout
6	o 07 52 00 – Roofing	\$ 234,176		\$ 117,088	\$ 117,088	Chamberlin Roofing
7	o 08 41 00 – Glass & Glazing	\$ 181,940		\$ 96,290	\$ 85,650	Austin Glass & Mirror
8	o 08 71 00 – Doors, Frames & Hardware	\$ -		in base bid		Hull Supply
9	o 09 20 00 – Drywall & Acoustical Ceilings	\$ 58,870		\$ 54,413	\$ 4,457	Performance Contracting
10	o 09 30 00 – Tile	\$ 7,095		\$ 7,095		Centex Flooring
11	o 09 65 00 - Flooring	\$ 23,230		\$ 23,230		Flooring Solutions
12	o 09 90 00 – Painting & Coatings	\$ 57,825		\$ 45,085	\$ 12,740	Cherry Painting
13	o 10 00 00 – Specialties	\$ 1,393		\$ 1,393		Specialties Direct
14	o 21 00 00 – Fire Suppression	\$ 26,500		\$ 26,500		Western States
15	o 23 00 00 – Mechanical & Plumbing	\$ 132,427	\$ 81,899	\$ 46,915	\$ 3,613	Beard Mechanical
16	o 26 00 00 – Electrical & Fire Alarm	\$ 122,349	\$ 6,763	\$ 111,657	\$ 3,929	Schmidt Electric
21	Subtotal	\$ 1,040,245	\$ 117,662	\$ 653,811	\$ 268,772	
22	Subcontractor Default Insurance (SDI)	\$ 13,003	\$ 1,471	\$ 8,173	\$ 3,360	
<b>TFC TSD - Alternates COW Sub-Total</b>		<b>\$ 1,053,248</b>	<b>\$ 119,133</b>	<b>\$ 661,984</b>	<b>\$ 272,132</b>	
Bonds & Insurance		\$ 15,272	\$ 1,727	\$ 9,599	\$ 3,946	
Construction Phase Fee (3.25%)		\$ 34,231	\$ 3,872	\$ 21,514	\$ 8,844	
General Conditions ** See Clarifications & Assumptions		\$ 182,232	\$ 20,612	\$ 114,536	\$ 47,084	
<b>Subtotal</b>		<b>\$ 1,284,983</b>	<b>\$ 145,344</b>	<b>\$ 807,633</b>	<b>\$ 332,006</b>	
Owner's Construction Contingency (10.00%)		\$ 128,498	\$ 14,534	\$ 80,763	\$ 33,201	
Construction Manager's Contingency (10% COW)		\$ 105,325	\$ 11,913	\$ 66,198	\$ 27,213	
<b>GC's, Contingencies, &amp; Fee Sub-Total</b>						
<b>Alternates Total</b>		<b>\$ 1,518,806</b>	<b>\$ 171,792</b>	<b>\$ 954,594</b>	<b>\$ 392,420</b>	