

# AIA<sup>®</sup> 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 **23<sup>rd</sup>** day of **November** in the year **2022** (the "Agreement")  
(In words, indicate day, month and year.)

**for the following PROJECT:**

(Name and location or address)

**PARKING GARAGE**

To be located at the corner of West Magnolia Avenue and South Main Street in Fort Worth, Texas.

**THE OWNER:**

(Name, legal status and address)

**TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK**

1500 Main Street  
Fort Worth, Texas 76104

**THE DESIGN-BUILDER:**

(Name, legal status and address)

**BECK-POTERE JOINT VENTURE**

810 Hemphill Street  
Fort Worth, Texas 76104

**THE PROJECT MANAGER:**

(Name, legal status and address)

**BROADDUS/LEVIS**

916 Bryan Ave  
Fort Worth, Texas 76104

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.

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

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### ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be Cost of the Work plus the Design-Builder's Fee not to exceed the Guaranteed Maximum Price, in accordance with Section A.1.4 below and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment except for all previously approved Work Package Authorizations which are included in the Guaranteed Maximum Price and are attached to this Amendment as **Exhibit 11**.

#### § A.1.2 Stipulated Sum

*[Intentionally Deleted]*

#### § A.1.3 Cost of the Work Plus Design-Builder's Fee

*[Intentionally Deleted]*

#### § 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.)*

«**3.95%** of the Cost of the Work»

§ A.1.4.2.1 The Design-Builder's Fee for changes in the Work shall be based on the same percentage set forth in A.1.4.2 above, whether the change results in a net increase or decrease. Such Design-Builder's Fee is agreed by Design-Builder to be reasonable reimbursement for, and in satisfaction of, any increase in indirect overhead or profit on said change. Design-Builder will not charge insurance costs as a percentage increase in any Change Order unless previously approved by Owner and then only based on demonstrated increases in actual cost to Design-Builder. When both additions and deletions covering related Work or substitutions are included in any one change, the increase or decrease in the Design-Builder's Fee shall be calculated on the basis of the net increase or decrease, if any, with respect to the change.

§ A.1.4.2.1.1 In calculating an adjustment to the Guaranteed Maximum Price for a change in the Work resulting in a change to the Design-Builder's General Conditions Costs (if separately categorized herein), such adjustment shall be based upon the actual increase or reduction of such costs rather than a percentage or otherwise pre-determined mark-up or mark-down.

§ A.1.4.2.2 Any Contractor or subcontractor overhead and profit attributable to increases in the cost of its portion of the Work, as evidenced by executed Change Order(s) identifying the same, shall be **five percent (5%)** profit and **ten percent (10%)** overhead for the base scope of Work. In no event shall the total of overhead and profit payable by the Owner for changes in the Work performed by a Contractor and/or subcontractor (regardless of the number of tiers) exceed **fifteen percent (15%)** of the actual direct labor and material cost of the changed Work. Mark-up on any Self-Performed Work will not be charged other than as Design-Builder Fee set forth in A.1.4.2.1 above.

#### § 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 **Seventy-Nine Million Seven Hundred Fifty-Two Thousand Three Hundred Thirty-Six and no/100 (\$79,752,336.00)**, subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Such maximum sum is referred to herein as the "Guaranteed Maximum Price" or "GMP." Design-Builder assumes the risk of, and shall be responsible for, all costs that overrun the Guaranteed Maximum Price from any cause whatsoever, including costs due to otherwise excusable circumstances for which an adjustment to the Guaranteed Maximum Price would have been permitted, unless Design-Builder has obtained in advance of the incurring such overrun costs a Change Order to the Agreement increasing the Guaranteed Maximum Price for such costs. The Guaranteed Maximum Price includes all previously approved Work Package Authorizations which are attached hereto as **Exhibit 11** to this Amendment.

#### § A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

An itemized statement of the Guaranteed Maximum Price organized by trade categories, approved allowances, contingencies, accepted alternates, the Design-Builder's Fee, Architect's fees for Construction Administration Services, and other items that comprise the Guaranteed Maximum Price is contained in the Schedule of Values/GMP Breakdown attached as **Exhibit 1** to this Amendment.

§ A.1.4.3.3 The Guaranteed Maximum Price for both the base scope of Work and the alternates, if any, is based on the Design-Build Documents and are hereby accepted by the Owner:

See **Exhibit 2** attached to this Design-Build Amendment and incorporated herein for all purposes.

§ A.1.4.3.4 Unit Prices, are listed in **Exhibit 3** attached to this Design-Build Amendment and incorporated herein for all purposes.

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

See **Exhibit 4** attached to this Design-Build Amendment and incorporated herein for all purposes.

§ A.1.4.3.6 **General Conditions Costs.** Owner and Design-Builder agree that those certain administrative and supervisory personnel costs, direct overhead, and other on-Site costs and expenses incurred by Design-Builder in the performance of its administrative, supervisory, and management responsibilities under the Contract described or itemized in Design-Builder's General Conditions Costs Schedule attached as **Exhibit 5** shall be reimbursable to the Design-Builder subject to the limitations and restrictions expressly set forth in such Schedule, including the allowable General Conditions cost categories provided in **Exhibit 5**, and Section A.5.1 herein and shall not exceed the amount set forth in **Exhibit 5**. **Exhibit 5.1** shall provide wage/salary, benefits, and labor burden information for the specific personnel included in the administrative, supervisory and management roles in **Exhibit 5**. Notwithstanding anything to the contrary in the Design-Build Documents, (a) the Design-Builder shall not be entitled to an increase in the General Conditions Costs for any portion of the Work as a result of errors in the Design-Builder's assumptions or changes to the Design-Builder's means and methods of performing the Work; and (b) the total cost to the Owner for all General Conditions Costs for the Work shall in no event exceed the amount set forth on **Exhibit 5**, unless such amount is increased by Change Order or the Owner, in its sole discretion, consents to use the Contingency therefor. Design-Builder's General Conditions Costs shall be billed each month in an Application for Payment based on actual costs incurred for that month. General Conditions costs shall not be duplicated in other non-General Conditions cost categories.

§ **A.1.4.3.7** A separately identified contingency amount of [3.0] % of the Cost of the Work (the “Contingency”) is included in **Exhibit 1**. The Contingency shall be used to fund increases (i) the Cost of the Work incurred by the Design-Builder for unforeseen causes to which an allowance is not assigned; or (ii) items not capable of reasonable anticipation at the time this Design-Build Amendment is executed and that are not the basis for a Change Order, and then only as follows: (a) the Design-Builder provides the Owner with a written explanation of each requested draw upon the Contingency, along with back-up documentation reasonably requested by the Owner, with each Application for Payment in which such draw of Contingency is requested, (b) each Application for Payment contains a report aggregating the Design-Builder’s use of the Contingency, and (c) each draw on the Contingency is approved **in advance** by the Owner (such approval not to be unreasonably withheld). Any re-allocation of funds from the Contingency to cover increases in the Cost of Work or any other claimed costs by the Design-Builder must be approved by Owner in advance and in writing, such approval not to be unreasonably withheld. The Design-Builder shall include the Contingency amount as a separate line item in the Schedule of Values, and upon the use of part of the Contingency, that part shall be allocated to the applicable line item of the Schedule of Values. In no event shall Contingency be used for any cost incurred that is not a Cost of the Work. Contingency is the Owner’s to expend and any unused portion of the Contingency shall be returned to Owner.

§ **A.1.4.3.8 Architect’s Construction Administration Fees.** While Architect’s fees for Construction Administration Services are included as Costs of the Work pursuant to Section A.5.1.2, such costs shall be separately identified in each monthly Application for Payment based on actual costs incurred for that month.

§ **A.1.4.3.9 Allowances.** The Design-Builder and the Owner agree and acknowledge that the costs of certain portions of the Work are incapable of exact determination at the time of this Amendment. The Design-Builder and the Owner have, therefore, agreed to include allowances within the GMP to cover such costs and have included a list of those allowances in this Amendment as **Exhibit 6** and are subject to Section 5.6 of the Agreement.

## § **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 in accordance with Article 9 of the Agreement, 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 (1)** calendar month ending on the **last** Day of the month.

### § **A.1.5.1.3 Application for Payment Process**

§ **A.1.5.1.3.1 Pencil Draw.** No later than the 20<sup>th</sup> Day of the month (or the next business day if the 20<sup>th</sup> is not a business day), the Design-Builder shall submit to the Project Manager and Owner, a preliminary draft of that month’s Application for Payment (the “Pencil Draw”) for review by Owner and Project Manager. On or about the 25<sup>th</sup> Day of the month (or the next business day if the 25<sup>th</sup> is not a business day), the Owner, Architect, Project Manager and Design-Builder and other members of the Project Team as required by Owner, shall meet to review the Pencil Draw and to observe the condition of the Work. Based on this review, the Owner, Project Manager and/or Architect may require modifications to the Pencil Draw. Based upon its Standard of Care, knowledge and preparation of the Design-Build Documents, and its on-Site observations of the progress and quality of the Work, Architect and Project Manager shall review the Pencil Draw, along with other members of the Project Team, and determine whether the Work is of the quality required by the Design-Build Documents and has progressed in quantity to the point indicated in the Application for Payment. Design-Builder shall revise the Pencil Draw in accordance with any objections or recommendations of the Owner, Architect, or Project Manager that are consistent with the requirements of the Design-Build Documents. The Design-Builder shall resubmit to the Project Manager and the Architect the corrected Pencil Draw as the formal Application for Payment, which Application shall be due no later than the **last** Day of the month. All formal Applications for Payment shall be notarized. The Design-Builder shall also submit with each Application for Payment such supporting documentation as required in this Section A.1.5.1.3 along with a written narrative summarizing the Application for Payment as submitted and the original Pencil Draw. Upon receipt of the formal Application for Payment, the Architect and Project Manager shall each certify that, based on the Architect’s and Project’s Manger’s inspections at the Site, the data comprising the Application for Payment, and its knowledge of the Design-Build Documents, the Work has progressed to the point indicated and that, to the best of the Architect’s knowledge, information, belief and Standard of Care, the quantity and quality of the Work is in accordance with the Design-Build Documents. The Project Manager shall then issue the Certificate for Payment.

§ A.1.5.1.3.2 Provided that the formal Application for Payment, including supporting documentation as required in this Section A.1.5.1.3.2, as certified by the Project Manager is received by the Owner not later than the **last** Day of a month, the Owner shall make payment to Design-Builder of the amount certified by the Project Manager not later than the **thirtieth (30<sup>th</sup>)** Day of the following month, in accordance with *Tex. Gov't. Code Ch. 2251*. If an Application for Payment is received by the Owner and the Project Manager after the application date fixed above, payment of the approved amount shall be made by the Owner not later than **thirty (30)** Days after the Project Manager certifies the amount due and owing in the Certificate for Payment. For purposes of *Tex. Gov't. Code § 2251.021(2)* and (3), the “date of performance/receipt of invoice” is the date the Project Manager signs the formal Application for Payment. No Application for Payment is complete unless it fully reflects all required modifications, attaches all required supporting documentation, is certified by the Project Manager. Design-Builder shall make payment to Contractors in the appropriate amounts not later than the **tenth (10<sup>th</sup>)** Day after the date Design-Builder receives payment or otherwise in accordance with *Tex. Gov't. Code § 2251.022*.

§ A.1.5.1.3.3 The Application for Payment shall be made in the AIA G702 and G703 or other such format required by Owner based on the percentages of completion and the approved Schedule of Values set forth in **Exhibit 1**. The Schedule of Values shall properly describe the various portions of the Work, except that the Design-Builder's Fee, General Conditions Costs, any allowances, Contingency, and amounts requested for Architect's fees for Construction Administration Services shall be shown as separate items. With each Application for Payment, the Design-Builder shall also provide copies of all reports and other documentation required by Owner to substantiate the Design-Builder's Application for Payment, and shall include, but not be limited to Contractors' monthly applications for payment, Architect's time sheets and billing detail, payrolls, petty cash accounts, received invoices, or invoices with check vouchers attached, 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.

§ A.1.5.1.3.4 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the percentage of that portion of the Work that has actually been completed and is supported by documentation required by Owner as set forth in this Section A.1.5.1.3.4 and in Sections A.1.5.1.4 and A.1.5.1.5. Applications for Payment shall not include requests for payment for portions of the Work for which the Design-Builder does not intend to pay a Contractor or material supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ A.1.5.1.4 In addition to other items required for payment, each Application for Payment shall be accompanied by the following documentation, statements and information, as conditions precedent to payment, all in form and substance reasonably satisfactory to the Owner and in compliance with applicable Texas statutes:

- .1 an Excel spreadsheet identifying all Contractors (including vendors and material suppliers) together with a brief description of the scope of Work for each (i.e., masonry, HVAC, etc.), the contract amount for the scope of Work and any retainage agreement. Said information shall be required to be furnished with the first Application for Payment. Each Application for Payment thereafter shall identify the Contractor, the total contract amount and the amount requested in the particular Application for Payment for each Contractor, and shall be accompanied by the information required in Section A.1.5.1.3 (and its subparts) and this Section A.1.5.1.4. Design-Builder may reference the latter back to the Schedule of Values by line item number or other reference point approved by Owner;
- .2 an updated Project Schedule including executive summary and all required schedule reports;
- .3 an updated Submittal log and Change Order log;
- .4 a duly executed Unconditional Waiver and Release on Progress Payment from the Design-Builder on the Texas statutory form that waives all liens or claims for payment for the Work covered by the previous Application for Payment paid by Owner and a Conditional Waiver and Release on Progress Payment on the Texas statutory form that waives all liens or claims for payment for the Work by the Application for Payment being submitted, conditioned upon and to the extent of payment received;
- .5 a duly executed Unconditional Waiver and Release on Progress Payment from each Contractor and Architect on the Texas statutory form that waives all liens or claims for payment for the Work covered by the previous Application for Payment paid by Owner and a Conditional Waiver and

Release on Progress Payment on the Texas statutory form that waives all liens or claims for payment for the Work by the Application for Payment being submitted, conditioned upon and to the extent of payment received; and

- .6 if payments are to be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored on the Site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission to Owner of bills of sale or other commercially reasonable procedures reasonably satisfactory to Owner to establish Owner's title to such materials or equipment or otherwise protect Owner's interest. Any materials stored off-Site must be stored in compliance with Section 9.3.2 of the Agreement.

**§ A.1.5.1.5** As set forth in Section A.1.5.1.3.3, Applications for Payment shall be accompanied by Design-Builder's statement showing Architect and all Contractors (and others) with whom Design-Builder has contracted, the amount requested for Architect and any Contractor in the Application for Payment, and the amount to be paid to Architect and the Contractors from such progress payment; Architect's and Contractors' monthly applications for payment; conditional lien waivers from the Design-Builder, Architect, and all Contractors; all invoices received from vendors; and such other information, documentation and materials as the Owner and the Project Manager may reasonably require. If the Design-Builder fails to make timely payment of amounts due Architect or any Contractor, the Owner, at its sole election, may issue joint checks payable to the Design-Builder and Architect or Contractor and/or may directly pay the Architect or Contractor, and such payments shall be deemed to be payments to the Design-Builder under the Agreement. The Owner's right to elect to issue joint checks or make direct payments shall not give rise to an obligation of the Owner to do so for the benefit of the Design-Builder, any Contractor, Architect, or Consultant or anyone else.

**§ A.1.5.1.6** In taking action on the Design-Builder's Applications for Payment, the Owner and Project Manager 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.1.5.1.3, 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 suitably stored at the Site in accordance with Section 9.3.2 of the Agreement.

**§ A.1.5.2 Progress Payments—Stipulated Sum**

*[Intentionally Deleted]*

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

*[Intentionally Deleted]*

**§ 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 and compensation due Architect for Construction Administration Services. 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 in the Schedule of Values, not to exceed the actual Cost of such Work incurred by Design-Builder for such period. Architect's fees for Construction Administration Services shall be shown

- separately. 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 that portion of the Costs allocable to specially fabricated materials or other orders requiring advance deposits or interim payment before completion and/or delivery, which advances shall be made as approved by Owner;
  - .4 Add the Design-Builder's Fee;
  - .5 Subtract retainage of **five percent (5%)** of the total Application for Payment being submitted except as set forth in Section A.1.5.4.4 below;
  - .6 Subtract the aggregate of previous payments made by the Owner;
  - .7 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
  - .8 Subtract amounts, if any, for which the Owner or Project Manager 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 Retainage.** For each progress payment made prior to Final Completion of the Work, the Owner may withhold **five percent (5%)** of the total Application for Payment being submitted. Retainage will be managed in conformance with *Subchapter B, Tex. Gov't. Code § 2252*. Design-Builder shall not withhold retainage from Contractors in amounts that are any percentage greater than that withheld in this Section A.1.5.4.4. Any reduction or release of retainage, or portion thereof should Owner decide to do so, shall not be a waiver of (1) any of the Owner's rights to retainage in connection with other payments to the Design-Builder or (2) any other right or remedy that the Owner has under the Design-Build Documents, at law, or in equity.

### § **A.1.5.5 Final Payment**

§ **A.1.5.5.1** Neither Final Payment nor any remaining retained amount shall become due, and the Project shall not be deemed to have reached Final Completion, until all of the following have occurred:

- .1 the Design-Builder has fully performed the Contract, except for the Design-Builder's responsibility to correct Work as provided in Section 11.2 of the Agreement, and to satisfy other requirements, if any, that extend beyond Final Payment or which otherwise necessarily survive Final Payment;
- .2 the Design-Builder has submitted a final accounting for the Cost of the Work and a final Application for Payment and the Owner's auditors have approved same for payment;
- .3 a final Certificate for Payment has been issued by the Project Manager after completion of the audit process set forth in Section A.1.5.5.2 below;
- .4 Owner has received satisfactory Record Drawings from Architect reflecting the location of the Work on the Site in accordance with the Drawings and Specifications as modified through Change Orders;
- .5 Owner has received confirmation of approval of such completion by the Texas Department of Health and Human Services, if required, and any local Authorities Having Jurisdiction, as evidenced by a certificate of occupancy or similar final inspection certificate; provided, however, that if the Design-Builder may only obtain a temporary certificate of occupancy due to (i) Owner's failure to complete Owner's obligations that are conditions precedent to obtaining a permanent certificate of occupancy and (ii) additional requirements made by Authorities Having Jurisdiction covering the items not in the Agreement, then Final Payment shall be made on the basis of such temporary certificate of occupancy;
- .6 Owner has received from Design-Builder a certificate evidencing that insurance required by the Design-Build Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least **thirty (30) Days'** prior written notice has been given to the Owner;
- .7 Owner has received a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents;
- .8 Owner has received consent of surety to Final Payment;

- .9 Project Manager has provided certification that all of the requirements for Substantial Completion have been met and all Work, including all Punchlist items, commissioning of equipment, and training of Owner's staff, have been fully and finally completed;
- .10 Design-Builder has provided a complete list of Contractors and principal material and equipment suppliers, including addresses, telephone numbers, and names of individuals to contact who are familiar with the Project (including the Design-Builder);
- .11 Design-Builder has provided one hardcopy and two digital copies of files of all maintenance and operating manuals;
- .12 Design-Builder has provided hardcopy and digital files of all written guarantees and warranties in the form prescribed by the Design-Build Documents;
- .13 Design-Builder has provided one (1) copy of a quantity survey which breaks down the final Cost of the Work by square foot, by discipline or trade, by department (as defined by Owner), and by any other criteria required by the Owner at the time of Final Completion;
- .14 Owner has received a duly executed Unconditional Waiver and Release on Progress Payment from the Design-Builder on the Texas statutory form that waives all liens or claims for payment for the Work covered by all previous Applications for Payment paid by Owner and a Conditional Waiver and Release of Lien on Final Payment waiving the Design-Builder's constitutional and statutory mechanic's lien or any other claim for payment, conditioned upon receipt of payment and a bills paid affidavit which conforms to the provisions of *Tex. Prop. Code §53.085*;
- .15 Owner has received duly executed Unconditional Waiver and Release on Progress Payment documents from Architect and all Contractors on the Texas statutory form that waives all liens or claims for payment for the Work covered by all previous Applications for Payment paid by Owner and Conditional Waiver and Release on Final Payment documents from Architect and each Contractor, waiving, upon receipt of Final Payment, any and all mechanic's liens or any other claim for payment; and
- .16 Design-Builder has satisfied the close-out procedures and provided Owner all documentation requested by Owner, including all Close-out Documents, and all other conditions precedent to Final Payment described in the Design-Build Documents have been satisfied.

All documents including scanned copies of required signed originals shall be acceptable in digital format. Payments which may otherwise become due to the Design-Builder at or following the point of Substantial Completion shall be withheld contingent upon receipt of the above and all other requirements for Final Payment. Owner's acceptance of these items is required for Final Payment.

**§ A.1.5.5.2** The Owner's auditors will review and report in writing on the Design-Builder's final accounting within a commercially reasonable period of time after delivery of the final accounting to the Owner. Based upon such Cost of the Work as the Owner's auditor's report determines to be substantiated by the Design-Builder's final accounting, provided the other conditions of Section A.1.5.5.1 have been met, Project Manager will, within **ten (10)** Days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Design-Builder, or notify the Design-Builder and Owner in writing of the reasons for withholding a certificate as provided in Sections 9.4.1 and 9.5.1 of the Agreement.

**§ A.1.5.5.3** If the Owner's auditors report the Cost of the Work plus Design-Builder's Fee as substantiated by the Design-Builder's final accounting to be less than claimed by the Design-Builder, the Design-Builder shall be entitled to initiate final resolution of the dispute pursuant to Article 14 of the Agreement. Pending a final resolution of the disputed amount, the Owner may pay the Design-Builder, if any, determined by the Owner's accountant to be due the Design-Builder.

**§ A.1.5.5.4** The Owner's Final Payment to the Design-Builder shall be made no later than **thirty (30)** Days after satisfaction of all of the conditions set forth in Section A.1.5.5.1 above and the issuance of the final accounting set forth in Section A.1.5.5.2.

**§ A.1.5.5.5** Design-Builder will provide Unconditional Waiver and Release on Final Payment documents, executed by Design-Builder and all Contractors within **ten (10)** Days of receipt of Final Payment from Owner or in the case of Contractors, from Design-Builder.

**§ A.1.5.5.6** If, subsequent to Final Payment and at the Owner's request, the Design-Builder incurs costs described in Article A.5.1 and not excluded by Article A.5.2 to correct defective or nonconforming Work, the Owner shall

reimburse the Design-Builder such costs and the Design-Builder's Fee applicable thereto on the same basis as if such costs had been incurred prior to Final Payment, but not in excess of the Guaranteed Maximum Price.

## ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.16, is the period of time, including authorized adjustments, for Substantial Completion of the Work. The Design-Builder's Project Schedule is attached as **Exhibit 7**. The Design-Builder shall prosecute the Work in accordance with the Project Schedule, which shall dictate the timely performance of the Work and shall be periodically updated so that the Work is completed in an expeditious and economical manner, subject to extensions of time as allowed under the Design-Build Documents.

### § A.2.2 Substantial Completion.

§ A.2.2.1 Subject to adjustments of the Contract Time as provided in the Design-Build Documents, the Design-Builder shall achieve Substantial Completion of the entire Work:

« » Not later than « » (« ») calendar Days from the date of this Amendment or as follows:

« X » By the following date: « January 6<sup>th</sup>, 2026 »

(the "Required Date of Substantial Completion"). Design-Builder shall diligently continue to prosecute the Work to Final Completion, as defined in Section 1.4.26 of the Agreement, in order to achieve Final Completion of the Work no later than **sixty (60)** Days following the Required Date of Substantial Completion.

§ A.2.2.2 **Interim Milestone Dates.** Subject to adjustments of the Contract Time as provided in the Design-Build Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Design-Builder shall achieve Substantial Completion of such portions by the following dates (the "Interim Milestone Date(s)"):

Portion of Work	Substantial Completion Date
« N/A »	« »

### A.2.3 Liquidated Damages.

A.2.3.1 **All time limits stated in the Design-Build Documents are of the essence.** Design-Builder acknowledges and agrees that its failure to meet the deadlines set forth in this Design-Build Amendment shall be a material breach of the Agreement and that Owner will incur substantial damages due to any failure by the Design-Builder to achieve Substantial Completion on or before the Required Date of Substantial Completion and any designated Interim Milestone Dates. If the Design-Builder fails to achieve Substantial Completion of the Work by the Required Date of Substantial Completion as such date may be modified in accordance with the terms of the Design-Build Documents, the Design-Builder shall pay Owner liquidated damages, and not as a penalty, **\$1,000 per calendar Day** until Substantial Completion of the Work is achieved. If the Design-Builder fails to achieve Substantial Completion of any Interim Milestone Date(s), as such date(s) may be modified in accordance with the terms of the Agreement, the Design-Builder shall pay Owner liquidated damages, and not as a penalty or forfeiture, the following:

Milestone	Amount per Day
« N/A »	« »

until Substantial Completion of such milestone is achieved.

A.2.3.2 Owner may deduct any liquidated damages from any amounts due the Design-Builder, and/or Owner may require the Design-Builder to pay any liquidated damages, within **ten (10)** Days after Owner's request should the available Contract funds be insufficient to cover the liquidated damages assessed against the Design-Builder. If liquidated damages are actually recovered by Owner, the above-stated liquidated damages provided for herein shall be Owner's exclusive damages remedy for the Design-Builder's unexcused failure to achieve Substantial Completion of the Work by the Required Date of Substantial Completion or Substantial Completion of any construction milestone by the Interim Milestone Date(s), but such damages shall in no way limit Owner's other rights (e.g., termination) under the Agreement or Owner's entitlement to damages for any other injury, damage or loss, other than for delay to achieving Substantial Completion of the Work by the Required Date of Substantial

Completion or Substantial Completion of Interim Milestone Date(s), for which the Design-Builder may be responsible pursuant to the terms of the Agreement or Applicable Law.

§ A.2.3.3 In determining the amount(s) of liquidated damages above, Owner has carefully considered the following categories of damages and has thoughtfully determined such amount(s) accordingly: increased financing charges, cost of relocation of personnel to alternative space, costs for managing an extended schedule, costs for the Project Manager's extended involvement, costs of storage of Owner-provided FF&E, lease extension costs, and other numerous damages. Further, the Design-Builder acknowledges and agrees that as of the date this Design-Build Amendment is executed (i) the amount of damages Owner will incur due to the Design-Builder's failure to achieve Substantial Completion of the Work by the Required Date of Substantial Completion or Substantial Completion of certain construction milestone(s) by the Interim Milestone Date(s) as required by this Design-Build Amendment are impossible or difficult to estimate, (ii) the liquidated damages set forth herein are a reasonable pre-estimate of damages that Owner will incur as a result of a delay in achieving Substantial Completion of the Work by the Required Date of Substantial Completion or Substantial Completion of certain construction milestone(s) as required by this Design-Build Amendment, (iii) that the consequential damages contemplated at the time of this Design-Build Amendment are uncertain and difficult to determine with exactness, and (iv) that the liquidated damages set forth herein are not out of all proportion to the probable loss.

§ A.2.3.4 This Section A.2.3.4 shall survive the termination of the Agreement. In the event this liquidated damage provision is held to be unenforceable or void (except when the holding is the result of a challenge by Owner), Owner shall be allowed to recover actual damages (both direct and consequential damages) caused by the Design-Builder's failure to achieve the applicable Contract Time requirements to the fullest extent allowed by Applicable Law.

#### 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
« N/A »			

§ A.3.1.2 The Agreement and the Design-Build Amendment, both as modified or amended by the parties, and all Exhibits to the Agreement and the Design-Build Amendment, both as modified or amended by the parties, including those as follows:

<b>Exhibit 1:</b>	<b>Guaranteed Maximum Price Breakdown/Schedule of Values</b>
<b>Exhibit 2:</b>	<b>Accepted Alternates</b>
<b>Exhibit 3:</b>	<b>Unit Prices</b>
<b>Exhibit 4:</b>	<b>Assumptions/Clarifications/Qualifications</b>
<b>Exhibit 5:</b>	<b>Design-Builder's General Conditions Costs</b>
<b>Exhibit 5.1:</b>	<b>Design-Builder's Labor Burden Schedule</b>
<b>Exhibit 6:</b>	<b>Allowances</b>
<b>Exhibit 7:</b>	<b>Design-Builder's Project Schedule</b>
<b>Exhibit 8:</b>	<b>Key Personnel: Design-Builder and Contractors</b>
<b>Exhibit 8.1:</b>	<b>Key Personnel: Architect and Consultants</b>
<b>Exhibit 9:</b>	<b>Design-Build List of Drawings and Specifications</b>
<b>Exhibit 10:</b>	<b>Design-Builder-Owned Equipment Rental Rates</b>
<b>Exhibit 11:</b>	<b>Approved Work Package Authorizations included in the Guaranteed Maximum</b>
<b>Exhibit 12:</b>	<b>Design-Builder's Quality Control Plan</b>

§ A.3.1.3 [Intentionally Deleted].

§ 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
« N/A »		

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 Exhibit 6»

**.2 Contingencies**

«N/A»

**§ A.3.1.6 Design-Builder's assumptions, clarifications, and qualifications:**

See Exhibit 4.

**§ 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:**

«N/A»

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

**§ A.4.1** The Design-Builder's key personnel and retained Contractors and suppliers are identified in **Exhibit 8**.

**§ A.4.2** The Design-Builder has or shall retain the Architect and Consultants identified in **Exhibit 8.1**.

**ARTICLE A.5 COST OF THE WORK**

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

The term "Cost of the Work" shall mean costs incurred by the Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the items set forth in this Article A.5.1. Where any cost is subject to the Owner's prior approval, the approval must be in writing and Design-Builder shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing this Design-Build Amendment; however, any failure to identify such costs shall not relieve the Design-Builder of its obligation to obtain prior written approval. Costs shall be at rates not higher than the standard paid at the place of the Project, except with prior approval of the Owner. Notwithstanding the breakdown or categorization of any costs to be reimbursed in this Article A.5.1 or elsewhere in the Design-Build Documents, there shall be no duplication of payment in the event any particular items for which payment is requested can be characterized as falling into more than one reimbursable categories.

**§ 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. Design-Builder shall, at all times, comply with the requirements of prevailing wage rates/requirements of *Tex. Gov't. Code § 2258* and shall pay not less than the wage schedule determined by Owner in compliance with same.

§ **A.5.1.1.2** With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel assigned to the Project including but not limited to an estimator, scheduler(s), safety personnel, a Project manager, a Project administrator, superintendent(s) and operations managers, but only for that portion of the time required for the Project, all of whom shall be paid as part of Design-Builder's General Conditions Costs set forth in **Exhibits 5 and 5.1**. Supervisory and administrative personnel providing only a portion of their time to the Project shall be frequently assessed and reviewed by the Design-Builder, Project Manager, and Owner to agree upon time or percentage of time portioned to the Project.

§ **A.5.1.1.3** Wages or salaries of Design-Builder's supervisory or administrative personnel assigned to the Project who are engaged at factories, workshops or while traveling, 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 on the Project, which shall be paid as Design-Builder's General Conditions Costs set forth in **Exhibits 5 and 5.1**.

§ **A.5.1.1.4** Costs paid or incurred by the Design-Builder, as required by law for employment taxes, insurance, contributions, assessments, and customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions or other incentive compensation or benefits (but not discretionary or merit bonuses) included as part of Design-Builder's usual compensation package, provided such costs are based on wages and salaries included in the Cost of the Work under this Section A.5.1.1.4. Such costs are referred to as "Labor Burden" which are included in the rates established in **Exhibit 5.1** for each position as set forth therein.

§ **A.5.1.1.5**. Labor rates and labor burden set forth in **Exhibits 5 and Exhibit 5.1** are fixed and final for the duration of the Project. Owner shall be entitled to verify the calculation of the fixed rate times the applicable multiplier. Owner agrees that the rates, multipliers and other fixed percentages and amounts applicable to insurance are subject to review and audit.

§ **A.5.1.2 Contract Costs**. Payments made by the Design-Builder to the Architect (for services after execution of the Design-Build Amendment), Consultants, Contractors and suppliers in accordance with the requirements of their contracts.

§ **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 spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ **A.5.1.4.1** Costs of transportation, storage at the Site (subject to other provisions in the Contract regarding stored materials), temporary utilities and consumption costs (including those for equipment start-up), installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, temporary bracing, support, or shoring, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the Site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Site less the value of the item when it is no longer used at the Site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.

§ **A.5.1.4.1.1** Utility costs, which shall include all temporary hook-up and/or service charges, temporary power distribution and lighting system and equipment, and costs for coordination, installation, relocation, maintenance and removal of the temporary electrical service.

§ **A.5.1.4.2** Rental charges for facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by Design-Builder at the Site and costs of transportation, installation, minor repairs, dismantling and removal. For tools, machinery or construction equipment owned by and rented directly from Design-Builder, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by Owner and shall be in accordance those established by (i) the "Contractor's

Equipment Cost Guide,” latest edition published by the Associated General Contractors of America, or (ii) the lowest of three (3) competitive bids obtained from equipment leasing companies that have been approved by the Owner before any commitments are made. Such rental costs shall in no event be charged at higher than competitive rental rates prevailing in the Dallas/Fort Worth metropolitan area for similar equipment. In no event shall the aggregate rental cost to Owner exceed the purchase price and maintenance cost of the item. No charge for idle machinery and equipment owned by Design-Builder shall be made by the Design-Builder during the period of any suspension or labor dispute. The total rental cost of any such equipment may not exceed the purchase price of any comparable item on the date that the equipment is first rented for the Project. Design-Builder shall pay any excess rental charges. **Exhibit 10** shall govern all Design-Builder-owned equipment rental rates.

§ **A.5.1.4.3** Costs of removal of debris from the Site of the Work and its proper and legal disposal which shall be paid as part of Design-Builder’s General Conditions Costs as set forth in **Exhibit 5**.

§ **A.5.1.4.4** Costs of the Design-Builder’s Site office, including general office equipment and supplies such as document reproductions, internet service, dedicated data and communications services, teleconferences, Project websites, extranets, electronic communications, delivery charges, telephone service (including cellular service) at the Site and reasonable petty cash expenses of the Site office, which shall be paid as part of Design-Builder’s General Conditions Costs as set forth in **Exhibit 5**.

§ **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.

§ **A.5.1.4.6** Costs of ice, water containers, cups, fire extinguishers, first aid supplies, safety equipment, fall protection, final cleaning requirements, compliance with trench safety requirements, street and sidewalk cleaning expenses, off-Site storage space or facilities, and progress photos, which shall be paid as part of Design-Builder’s General Conditions Costs set forth in **Exhibit 5**.

§ **A.5.1.4.7** Costs necessary to maintain proper physical distancing, protection, and safety of all persons and employees who may be affected by the Work and to ensure compliance with any and all Applicable Laws, including Executive Orders by local, State of Texas, or federal Authorities Having Jurisdiction, relating to COVID-19.

§ **A.5.1.4.8** With Owner’s advance written approval, Design-Builder may procure long-lead time items or large quantities of materials to be incorporated into the Work for the purpose of taking advantage of lower prices or quantity purchase discounts, or addressing potential scheduling issues. Payment for such materials shall be made at the time the materials are incorporated into the Work pursuant to Section A.1.5.4.2.3 or when stored off-Site with Owner’s approval. To the extent deposits or advances are required to secure the materials, Design-Builder shall identify the reason and the amount of such deposits and shall seek Owner’s approval of same prior to ordering. Design-Builder shall comply with the requirements of Section 9.3.2, store and secure such materials in a bonded warehouse and shall arrange and pay for, as a Cost of the Work, all shipping, storage and insurance costs for said materials.

#### § **A.5.1.5 Miscellaneous Costs**

§ **A.5.1.5.1 Insurance Premiums and Deductibles.** Owner will pay that portion of premiums for Design-Builder’s payment and performance bonds required pursuant to *Tex. Gov’t. Code §2253* and insurance required by the Agreement and specified in **Exhibit B** of the Agreement, that are attributable to this Project. Design-Builder’s premium for Builder’s Risk Insurance shall be charged as a Cost of the Work based on the initial Guaranteed Maximum Price and duration. Insurance deductibles and premiums for subcontractor bonds or subcontractor default insurance are NOT reimbursable as a General Conditions Cost or Cost of the Work.

§ **A.5.1.5.1.1** No charges for self-insurance will be considered as a reimbursable cost under the terms of the Agreement unless the arrangements for self-insurance are first disclosed in writing to Owner and approved by Owner along with a proposed methodology for determining a fair and equitable portion of the actual cost of the self-insurance out-of-pocket costs incurred to settle claims related to Work performed in this Project. In no event shall the charges for self-insurance costs exceed the comparable costs of purchasing conventional insurance at conventional net or modified rates of similar volumes of Work performed under similar conditions.

§ **A.5.1.5.2** Sales, use or similar taxes imposed by Authorities Having Jurisdiction that are related to the Work and for which the Design-Builder is liable, except to the extent the Owner is exempt under *Tex. Admin. Code §3.291*, the *Texas Tax Code Ch. 151*, and/or the Internal Revenue Code.

§ **A.5.1.5.3** Fees and assessments for any building permits, licenses, and inspections, including, but not limited to construction-related permits and approvals and expediting of such permits and approvals, including those related to, demolition, sidewalk and/or street closings, traffic control, sidewalk crossing, building and Certificates of Occupancy (permanent and temporary), Certificates of Compliance (permanent and temporary), and any other construction-related permit.

§ **A.5.1.5.4** Fees of 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, those related to repeated testing or inspections as a result of failed tests 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.

§ **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 excluded by the penultimate 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.

§ **A.5.1.5.6** As set forth in **Exhibit 5**, costs for communications services, electronic equipment, and software, directly related to the Work, located at the Site or used in furtherance of the Work, with the Owner's prior approval

§ **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.

§ **A.5.1.5.8** *[Intentionally Deleted]*.

§ **A.5.1.5.9** With the Owner's prior approval, expenses 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.

§ **A.5.1.5.10** That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling, in accordance with Owner's travel policy, and in discharge of duties connected with the Work. Such expenses incurred by employees of the Design-Builder not permanently stationed at the field office must be approved in advance by the Owner. Commuting expenses are specifically not reimbursable.

§ **A.5.1.5.11** Costs incurred for performing surveying, field engineering and layout services required by the Design-Build Documents.

§ **A.5.1.5.12** As set forth in **Exhibit 5**, costs relating personnel, including background checks, employee credentialing and identification materials, costs of the safety program, temporary barriers, signage and controls.

#### § **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.

§ **A.5.1.6.3** Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors, suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a

specific responsibility of the Design-Builder 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.

#### § 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 a parent, subsidiary, affiliate or other entity having common ownership or management with Design-Builder; any entity in which any stockholder in, or management employee of, Design-Builder owns any interest in excess of ten percent (10%) in the aggregate; or any person or entity that has the right to control the business or affairs of Design-Builder. The term “Related Party” includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a Related Party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the Related Party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the Related Party, 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 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 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 except as to Project-related services such as scheduling, estimating or accounting and then only for such time or in such amount as relates to the Project and only as authorized in Section A.5.1.1.2;
- .3 Overhead, bonus, profit sharing, incentive compensation, 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 Except as provided in Section A.5.1.6.3, 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 Design-Build Documents, to coordinate its Work with Owner’s Separate Contractors, or to fulfill a specific responsibility of the Agreement, or costs for the correction of damaged, defective or non-conforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied, costs for any re-tests or re-inspections required, and costs incurred in making good damage to property not forming part of the Work;
- .6 Any cost not specifically and expressly described in Section A.5.1;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded;
- .8 Except as provided in Section A.5.1.5.1 above, premiums, losses and expenses for or related to (i) Design-Builder’s insurance program, (ii) subcontractor default insurance, (iii) Contractor and/or subcontractor payment and performance bonds, and (iv) lost, damaged or stolen tools or goods not covered by insurance or items within the deductible. Insurance deductibles under insurance policies secured for the Project in accordance with **Exhibit B** are not reimbursable and will not be paid as a Cost of the Work;
- .9 Overtime wages or salaries (and fringe benefits related thereto) incurred by the Design-Builder as a result of the Design-Builder’s unexcused failure to perform the Work in accordance with the Project Schedule, unless the Design-Builder has received the Owner’s prior consent to incur such overtime;
- .10 Fines, penalties, sanctions or impositions assessed or imposed by any Authority Having Jurisdiction, instrumentality or tribunal arising from the fault of Design-Builder or its Contractors or any tier;
- .11 Costs incurred by Design-Builder resulting from the failure of Design-Builder or its Contractors to coordinate their Work with that of Owner and its Separate Contractors, if any, after agreeing to the schedules therefor, or failure of Design-Builder to comply with directives of Owner not in conflict with said schedules;

- .12 Any cost or portion thereof that duplicates in whole or in part any other cost or portion thereof that has been charged to or has been paid separately by Owner; and
- .13 Sales and use taxes from which Owner is exempt under *Tex. Admin. Code 3.291*, *Tex. Tax Code §151*, and/or the Internal Revenue Code.

### § 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. 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. The Design-Builder shall not obtain for its own benefit any discounts, rebates or refunds in connection with the Work prior to providing the Owner with **seven (7) Days'** prior notice of the potential discount, rebate or refund so that the Owner can take advantage of it 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 the provisions of Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.3.3 Design-Builder shall make reasonable efforts to provide Owner with timely notice of all available discounts, rebates, refunds and returns (hereinafter referred to collectively as "discounts"). Design-Builder shall not obtain for its own benefit any discounts in connection with the Work prior to providing the Owner with reasonable, prior notice of the potential discount and an opportunity to furnish funds necessary to obtain such discount on behalf of the Owner in accordance with the requirements of this Section A.5.3.

### § A.5.4 Other Agreements

§ A.5.4.1 *[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.

§ A.5.4.3 The agreements between the Design-Builder and Architect and 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.5.4.4 Value engineering or cost saving alternative proposals contained in any Design-Builder, any Consultant or Contractor bid must be set forth as alternates to bid as required by Drawings or Specifications. Design-Builder shall consult with Owner before awarding any alternates to Contractors and shall provide Owner with a copy of each proposed alternate for Owner's review and acceptance.

§ A.5.4.5 Design-Builder shall include in each Architect, Consultant, and Contractor agreement, a provision permitting Design-Builder to assign to Owner each contract upon termination of the Agreement pursuant to Section 3.1.17 of the Agreement. Each contract shall contain a provision that upon assignment of each contract to Owner, Consultant/Contractor shall assume toward the Owner all of the obligations and responsibilities which the Design-Builder, by the Design-Build Documents, assumes toward the Owner.

### § 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. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, job cost report, books, correspondence, instructions, Drawings, receipts, subcontracts, Contractors' proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of **five (5) years** after Final Payment, or for such longer period as may be required by law.

**§ A.5.6 Relationship of the Parties**

*[Intentionally Deleted]*

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

\_\_\_\_\_  
**OWNER:**

**TARRANT COUNTY HOSPITAL DISTRICT  
D/B/A JPS HEALTH NETWORK**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*(Printed name and title)*

\_\_\_\_\_  
**DESIGN-BUILDER:**

**BECK-POTERE JOINT VENTURE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

*(Printed name and title)*

**EXHIBIT 1  
GUARANTEED MAXIMUM PRICE BREAKDOWN/SCHEDULE OF VALUES**

<b>JPS Parking Garage - GMP Summary</b>					
<b>Description</b>	<b>Location Breakdown</b>				
	<b>01 - Parking Garage</b>	<b>02 - MOB</b>	<b>03 - Public Improvements</b>	<b>TOTAL</b>	
Work Package #1 - Approved	-	-	412,508	412,508	
Work Package #2 - Approved	26,883,775	702,213	1,731,814	29,317,802	
Work Package #3 - Submitted	36,986,768	(446,765)	1,016,002	37,556,005	
<b>SubTotal</b>	<b>63,870,543</b>	<b>255,448</b>	<b>3,160,324</b>	<b>67,286,315</b>	
General Conditions	3,948,562	4,017	200,556	4,153,135	
Builders' Risk Insurance	99,111	361	4,205	103,678	0.13%
Payment & Performance Bond	746,975	1,661	32,936	781,573	0.98%
CCIP	1,680,638	6,116	67,798	1,754,552	2.20%
Construction Contingency	2,282,246	8,340	101,984	2,392,570	3.00%
Construction Fee	2,873,194	10,981	146,337	3,030,512	3.95%
Escalation	250,000	-	-	250,000	2.00%
<b>Total Construction Costs</b>	<b>\$75,751,270</b>	<b>\$286,924</b>	<b>\$3,714,142</b>	<b>\$79,752,336</b>	
<b>Design Fee</b>	<b>3,139,303</b>	<b>W/ Garage</b>	<b>W/ Garage</b>	<b>3,139,303</b>	
Preconstruction	200,000			200,000	
Reimbursables	355,000			355,000	
Add Service Skybridge Design	(24,000)			(24,000)	
Add Service PV Array Structure Design	(30,800)			(30,800)	
Add Service Building Façade Lighting Design	(18,400)			(18,400)	
Add Service Traffic Impact Analysis	(60,000)			(60,000)	
Design Contingency	300,000			300,000	
<b>Subtotal Design Fee</b>	<b>3,861,103</b>			<b>3,861,103</b>	
<b>Design Changes</b>				<b>-</b>	
Change Design to Precast	(29,000)			(29,000)	
PC-00001	67,000			67,000	
PC-00002	38,550			38,550	
PC-00003	16,320			16,320	
Reduce Design Contingency	(92,870)			(92,870)	
<b>Current Design Fee Total</b>	<b>3,861,103</b>			<b>3,861,103</b>	
<b>Total Design &amp; Construction Cost</b>	<b>\$79,612,373</b>	<b>\$286,924</b>	<b>\$3,714,142</b>	<b>\$83,613,439</b>	
Target Budgets:	80,113,343	1,741,951	3,659,919	85,515,213	
Variance:	500,970	1,455,027	(54,223)	1,901,774	

GMP BREAKDOWN DETAILS						
Bid Tab	Description	Selected Sub	Location Breakdown			TOTAL
			01 - Parking Garage	02 - MOB	03 - Public Improvements	
01.50	General Requirements	BECK GRs	2,323,937	(28,071)	-	2,295,866
01.60	Final Clean	BECK	90,000	-	-	90,000
03.00	Turnkey Concrete	Lithko	11,262,640	-	680,389	11,943,029
03.41	Precast Concrete	Coreslab(GMP)	-	(418,700)	-	(418,700)
04.00	Masonry & Stone	TST	611,533	-	-	611,533
05.50	Miscellaneous Metal Fabrication	Texas Miscellaneous Iron	1,525,669	-	-	1,525,669
05.51	Barrier Cable System	VSL / Structural Technologies	1,093,250	-	-	1,093,250
07.10	Waterproofing & Joint Sealants	Sunbelt Waterproofing	1,218,020	-	13,590	1,231,610
07.42	Metal Panels	KSC	3,461,682	-	-	3,461,682
07.50	Roofing	Tekton (Arlos)	163,147	-	-	163,147
07.84	Firestopping Systems	Alpha	103,037	-	-	103,037
08.10	Frames, Doors, Hardware	UBS	95,501	-	-	95,501
08.40	Glass & Glazing	Alliance Glass & Mirror	393,400	-	-	393,400
09.22	Drywall & Acoustical	Sun Drywall	154,016	-	-	154,016
09.90	Painting & Wall Coverings	S&R Trice Painting	431,756	-	-	431,756
10.00	Specialties	PDV Associates	43,550	-	-	43,550
10.14	Signage	Beck Estimate	16,800	-	-	16,800
11.12	Parking Control Equipment	Mitchell Time & Parking	468,900	-	-	468,900
14.20	Elevators	KONE Elevator	1,204,960	-	-	1,204,960
21.00	Fire Protection Systems	Western States	2,999,579	-	-	2,999,579
22.00	Plumbing Systems	w/ BP 23.00	-	-	-	-
23.00	Mechanical	SkiHi	2,855,395	-	-	2,855,395
26.00	Electrical Systems	Humphrey	4,644,306	-	195,500	4,839,806
27.00	Communications	Prism	458,700	-	-	458,700
27.61	Distributed Antenna System (DAS)	w/ BP 27.00	-	-	-	-
28.00	Security Systems	CSI Control Systems	581,221	-	-	581,221
31.00	Earthwork	Holbrook	238,950	-	-	238,950
31.31	Termite Control	Finley Termite	19,614	-	-	19,614
31.40	Excavation Retention Systems	Keller	-	-	-	-
32.13	Site Concrete	W/ 3.00	-	-	-	-
32.17	Striping & Signing	Stripe-A-Zone	127,082	-	-	127,082
32.31	Fence & Gates	Allied Fence Company	102,500	-	-	102,500
32.80	Landscaping & Irrigation	Nova Landscape Group Inc.	277,629	-	126,523	404,152
33.00	Site Utilities	Maverick	20,000	-	-	20,000
<b>SubTotal</b>			<b>36,986,774</b>	<b>(446,771)</b>	<b>1,016,002</b>	<b>37,556,005</b>
General Conditions			3,014,367	(20,384)	-	2,993,983
Payment & Performance Bond			483,514	(5,221)	11,115	489,409
Builders' Risk Insurance			58,871	(690)	1,472	59,654
CCIP			999,651	(11,672)	10,660	998,639
Construction Contingency			1,353,628	(15,916)	33,966	1,371,677
Escalation Contingency			250,000	-	-	250,000
Construction Fee			1,650,513	(20,956)	43,750	1,673,306
<b>Work Following WPA #2</b>			<b>44,797,318</b>	<b>(521,610)</b>	<b>1,116,965</b>	<b>45,392,673</b>
<b>Work Following WPA #2</b>			<b>44,797,318</b>	<b>(521,610)</b>	<b>1,116,965</b>	<b>45,392,673</b>
<b>Total Work Package #02</b>			<b>30,953,958</b>	<b>808,528</b>	<b>2,102,320</b>	<b>33,864,806</b>
<b>Total Work Package #01</b>			<b>-</b>	<b>-</b>	<b>494,857</b>	<b>494,857</b>
<b>Total Guaranteed Maximum Price</b>			<b>75,751,276</b>	<b>286,918</b>	<b>3,714,142</b>	<b>79,752,336</b>
Design Fee						3,861,103
<b>TOTAL Design and Construction Costs</b>						<b>83,613,439</b>

**EXHIBIT 2**  
**ACCEPTED ALTERNATES**

None.

Note: Alternate for MOB Connector, and Level 1 Deck Extension will be by MOB team and included in MOB Agreement.

Note: Alternate for the Lightning Protection has been included in the GMP as an Allowance.

**EXHIBIT 3  
UNIT PRICES**

UNIT RATES	ADD	DEDUCT
• 18" Diam. Pier (Dry)	\$45.82 / LF	(\$12.96) / LF
• 24" Diam. Pier (Dry)	\$61.83 / LF	(\$22.27) / LF
• 30" Diam. Pier (Dry)	\$93.26 / LF	(\$34.24) / LF
• 36" Diam. Pier (Dry)	\$121.71 / LF	(\$48.86) / LF
• 42" Diam. Pier (Dry)	\$154.08 / LF	(\$66.14) / LF
• 48" Diam. Pier (Dry)	\$190.37 / LF	(\$86.08) / LF
• 54" Diam. Pier (Dry)	\$230.57 / LF	(\$108.68) / LF
• 60" Diam. Pier (Dry)	\$263.19 / LF	(\$133.94) / LF
• 18" Diam. Pier (Temp Cased)	\$105.61 / LF	
• 24" Diam. Pier (Temp Cased)	\$125.66 / LF	
• 30" Diam. Pier (Temp Cased)	\$154.51 / LF	
• 36" Diam. Pier (Temp Cased)	\$185.90 / LF	
• 42" Diam. Pier (Temp Cased)	\$219.86 / LF	
• 48" Diam. Pier (Temp Cased)	\$256.36 / LF	
• 54" Diam. Pier (Temp Cased)	\$307.92 / LF	
• 60" Diam. Pier (Temp Cased)	\$362.03 / LF	
• Mobilization for Temp Casing for Piers	\$ 15,000.00	

**EXHIBIT 4**  
**ASSUMPTIONS/CLARIFICATIONS/QUALIFICATIONS**

Scope of Work:

Along with the Work authorized in Work Package Authorization No. 1 and Work Package Authorization No. 2, Design-Builder's scope of Work generally includes the following Parking Garage Budget Items: Design/Build Precast Parking Garage, 8 Levels, just over 2,500 spaces. Exterior façade includes Standard Grey Precast Concrete, with Various Metal Panel Finishes, Partial Height Barrier Cable Systems behind Metal Panels, Full Height Barrier Cable systems where Metal Panels do not close the facade. Scope includes Penetrating Sealer on Top Floor, and a Waterproofed traffic coating on Level 1 above the future retail Ground Level space (build out of the retail space is not included). Scope includes waterproofed Masonry and Storefront Facade along the North elevation ground level facade of the retail space, and a temporary metal stud and sheathing wall to enclose the Southern Wall of the future retail space. Parking Garage Scope includes all HVAC and Plumbing including Gas and Water connections for future retail, conditioned rooms for IDF/MDF, Fire Sprinkler systems, Electrical & Low Voltage including Fire Alarm, Security, Access Control, Cameras, Communications Cabling, and Pathways. DAS system is not included, rough-in for ERPS system is shown, and an allowance for future antenna is included to be reconciled based on final scope once it can be surveyed for connectivity. Interiors include Painted CMU Masonry Walls for Elevator Lobbies, and Demized Interior Spaces with Plywood Furring on interior Electrical/IDF/MDF. Scope includes 3 Stairs, and 4 Elevators, and an allowance for code minimum signage. Final Signage/Way Finding, and ADA Parking Sign are not included. Demolition and reconstruction of the Existing Parking Lot to the Southwest is included as an allowance. If that becomes a portion of the scope, the Warranty Date and retainage for the Parking Garage shall be based on completion of the Parking Garage, and not extended until the completion of the adjacent parking lot.

**1 Clarifications**

- 1.1.1 This Guaranteed Maximum Price Amendment ("GMP Amendment") (herein described as "GMP") is based on the IFC documents, dated 12/21/2023, produced by Beck Architecture and Consultants, and in conjunction with the Owner Provided Geotechnical Report (DE22-23R2) with exceptions and clarifications as set forth below.
- 1.1.2 The bid process and market values drive the actual percentage of MWVBE % that can be achieved, and following JPS direction, MWVBE status will not weigh heavier than the overall bid value in determining the recommended subcontractor selections. The Good Faith Form submitted and incorporated as part of this GMP Amendment includes the market total for MWVBE based on market conditions and anticipated billings for MWVBE vendors. This form has been accepted and represents Design-Builder's Good Faith Effort to maximize the use of MWVBE participation for the project and does not factor in the 20% Design-Builder's Joint Venture participation.

**1.2 Exclusions:**

- 1.2.1 Buy America Act or similar such requirements are excluded.
- 1.2.2 Costs for Offsite Parking for workers is currently excluded as directed by JPS. Design Builder assumes that worker parking will be provided in future lots E & F. If the decision is made to require parking lot rental, and/or worker shuttle services, this cost may be included in a Change Order upon Owner's prior written authorization, in accordance with the Contract Documents.
- 1.2.3 Drug screening & Background Checks for onsite personnel and workers is excluded since this Project will not require work within an existing JPS facility.
- 1.2.4 Sky Bridges between the Parking Garage and Future MOB are not included.
- 1.2.5 Level 1 Structure above MOB Dock Drive is no longer included, the value of Precast

previously included in Work Package 2, is credited back in this GMP Amendment.

- 1.2.6 Build out of the Future Retail Space is not included in this GMP Amendment.
- 1.2.7 Landscaping and Irrigation around the MOB are excluded. Trees are shown on the IFC Landscape Documents so the tree mitigation is evaluated for the full site. All costs for Landscaping and Irrigation around MOB should be by the MOB team.

## **2 Municipal Fees & Taxes**

- 2.1.1 Sales or renovation tax, or any other city, county, or state tax is as set forth in the Agreement.
- 2.1.2 Building permit will be paid by the Owner. The Grading/Utility Package has been submitted for a permit from the City as an early grading/final grading permit separate from the Building Permit. The 100% CD Package will then be submitted for General Building Permit (and all associated sub-permits) in January.

## **3 Insurance & Bonds**

- 3.1.1 Costs associated with a Contractor-controlled insurance policy are included, and will be billed in full with the first Payment Application for the Work authorized by this GMP Amendment, as shown in the SOV.
- 3.1.2 Builders' risk insurance coverage is included in accordance with Exhibit B of the Agreement.
- 3.1.3 Owner's protective liability insurance is excluded.
- 3.1.4 Payment and performance bond for the Project is included, and will be billed in full with the first Payment Application that includes Work authorized pursuant to this GMP Amendment. Completed Bond Forms will be provided separately for this GMP Amendment. Such Bond Forms shall be provided to Owner within ten (10) days following execution of this GMP Amendment and prior to the commencement of any Work authorized pursuant to this GMP Amendment.
- 3.1.5 Design-Builder will furnish a Payment & Performance bond for the Public Improvements CFA work with JPS and the City named as Obligees in accordance with the CFA, when the dollar value, and contract document package for the Parkway CFA is finalized. Design Builder will provide Owner all necessary bonds and insurance required by the CFA prior to commencing any Work related to the CFA.

## **4 Quality Requirements**

- 5.1.1 All materials testing and inspections will be provided by Owner unless required otherwise in the Agreement.
- 5.1.2 Proctor's, and Back-fill Density Testing, Steel Inspections, Waterproofing/Roofing, etc. will be coordinated with the Owner's consultants (Terracon, CDC, etc.)
- 5.1.3 Concrete Samples and Material Testing will be coordinated with the Owner's consultant (Terracon) for this scope of work.

## **5 Schedule**

- 6.1.1 The City approval of the CFA, and Permit for the Grading/Utilities, could affect the start date of the schedule for such CFA-related work.

- 6.1.2 Franchise Utility relocations could also affect the start date of the schedule, as Design-Builder cannot complete the Site Demolition, or the Earthwork/Moisture Conditioning until ATT and Oncor Utilities have been relocated around the Garage footprint.
- 6.1.3 Scheduled milestones are included in the Project schedule for monitoring and communication.
- 6.1.4 Any cost impacts of compressing any or all of the current construction durations shall be handled in accordance with the Agreement.
- 6.1.5 Contractor will make every effort to control noise levels, however construction is noisy by nature. Any alternate construction methods, overtime, and/or off-hours work due to unacceptable noise levels is not included in this GMP.

## **6 Warranties**

- 8.1.1 Notwithstanding anything to the contrary in this GMP Amendment, all warranties provided under the Agreement shall be governed by the terms of the Agreement.
- 8.1.2 Per the Agreement a two (2) year correction period, starting on the date of Substantial Completion is included.
- 8.1.3 If any product manufacturer is offering any extended warranty beyond the requirements of the Agreement, then this extended warranty shall be arranged directly between the Owner and the product manufacturer provided that Design-Builder shall provide Owner with information related to the availability of such extended warranty as required by the Agreement.
- 8.1.4 If the Southwest Parking Lot is completed as part of this Project, the Warranty date will be separate and not affect the start date for the two (2) year correction period.

## **7 Site Demolition**

### **7.1 Clarifications:**

- 7.1.1 Demolition scope was included in Work Package 2. The pricing for this scope has been verified based on the IFC Documents.
- 7.1.2 Contractor and Subcontractors shall own all salvage rights of materials to be demolished. Subcontractor shall haul-off existing asphalt, and concrete in the utility path for this scope of work and any remaining excavated materials not used in the backfill/compaction of the trenches.
- 7.1.3 Demolition of a Portion of the Parking lot at the future MOB will be left in place for staging until 2-4 weeks before MOB project mobilization (included). Costs for Site Demolition within the MOB portion of the site was included in Work Package #2, and costs allocated to the MOB.
- 7.1.4 Demolition of the SW Parking Lot is included as an allowance including separate mobilization costs as this work will occur after the Parking Garage is opened.

## **8 Earthwork**

### **8.1 Clarifications:**

- 8.1.1 Earthwork scope was included in Work Package 2. The pricing for this scope has been verified based on the IFC Documents.
- 8.1.2 The Moisture Conditioned Excavations and fill were included in Work Package 2 under the Garage Footprint, and the MOB Dock Drive (costs were separated). This work will be

completed as planned and existing soils will be sloped 1:1 from the top of the designed subgrade elevation from the Ground Level slab to the East up to existing grades. Moisture Conditioning West of Grid line 10 for the future MOB is not included. This can be priced separately when the MOB team has completed drawings.

- 8.1.3 The environmental survey includes language about possible contaminated soils, but is not detailed to include specific contaminated classification (Class 1 or Class 2), nor does it include approximate quantities. The earthwork scope is based on being able to utilize on site soils for the moisture conditioning fill, but will require haul off of approximately 11,000 Bank CY of materials. We have included an allowance of \$200,000 that can be used to pay for additional haul-off and disposal expenses and reconciled based on actual conditions in accordance with the terms of the Agreement.
- 8.1.4 Earthwork and Grading for the SW Parking Lot is included in an allowance. This scope includes imported fills to raise the grade of the parking lot.

## **8.2 Exclusions:**

- 8.2.1 Excavation and moisture conditioned fills, and cap for the MOB West of Grid 10.

## **9 Retention System**

### **9.1 Clarifications:**

- 9.1.1 Retention System scope was included in Work Package 2. The pricing for this scope has been verified based on the IFC Documents.

### **9.2 Exclusions:**

- 9.2.1 Retention system along Main Street Property line for the future MOB is not included. The only retention system included is along the South Grid Line of the Parking Garage, extending to the East of Grid 10 approximately 20'. Retention system for the MOB can be priced and incorporated in the future as the scope is developed.

## **10 Utilities**

### **10.1 Clarifications:**

- 10.1.1 Site Utilities scope was included in Work Package 2. The pricing for this scope has been verified based on the IFC Documents.
- 10.1.2 Relocations of Site Utilities as required to accommodate the MOB Tower Crane, or concrete foundations is included as an allowance and will be reconciled based on the final design.

## **11 Precast Concrete**

### **11.1 Clarifications:**

- 11.1.1 Precast Concrete Design, Fabrication, and Installation is now based on the IFC Documents. There were various design coordination changes that resulted in some added costs such as precast roof decks for elevator core and stairs, but also items that changed such as the Visitor Entry Canopy changing to steel that result in the cost remaining the same from Work Package #2. The key difference is the credit for the MOB portion of structure above the MOB Loading Dock, and the Southern section of this below the Main Street Visitors Entry Canopy.
- 11.1.2 Steel embeds within the Precast Concrete will all be furnished and installed by Coreslab. Costs for some of these embeds may be listed as remaining to buy items on Steel, or Metal Panel bid tabs.

- 11.1.3 Cost for the tees for the level 1 extension above the MOB dock drive was previously included in Work Package #2 and listed as part of the separated MOB Budget. This work is no longer included, and the value from Work Package #2, is credited back in Work Package #3.

**11.2 Exclusions:**

- 11.2.1 MWBE Participation for this scope is excluded. Coreslab is not an MWBE company, and outsourcing portions of their scope to MWBE vendors for trucking, etc. would result in additional cost premiums. These cost premiums were not accepted by JPS for this scope.
- 11.2.2 Architectural Form Liners, or rubbed Architectural Finishes are excluded. Standard gray as-cast finish is provided.
- 11.2.3 Costs for Precast Elements for elevated walkways to the future MOB are not included. Haunches, for future beam attachment will be coordinated and are included. However, based on the timing of the MOB construction, these elevated walkways cannot be erected until the structure of the MOB is completed to that level. As such the installation of the covered walkways needs to be completed as part of the MOB project.

**12 Turnkey Concrete**

**12.1 Clarifications:**

- 12.1.1 Turnkey Concrete scope includes allowances for Piers and Casing Reconciliation, as well as for the Future Cast in Place structure below the Visitors Entry Canopy, & Weather Admixtures, Allowances are listed at the end of the clarifications.
- 12.1.2 Non-Proprietary Termite Treatment is included.
- 12.1.3 An Allowance for Cast In Place Concrete elevated deck below the Visitor's Entry Canopy Is included that can be reconciled once a design is completed for that system. Design costs for this work will be presented in the form of an Add Service Request by Beck Architecture to be offset with remaining Design Contingency, subject to Owner's prior written approval.
- 12.1.4 Ground Level Parking Lot South of the Parking Garage, and West of JPOC 1350 is included as an allowance. The allowance value includes General Conditions, and General Requirements costs, as well as the Cost of Work and estimated inflation to complete the demolition and construction of the Parking Lot after the Garage is opened for Public Parking. This project will occur after the completion of the Parking Garage, and shall not affect the release of retainage or the warranty start date for the Parking Garage scope.
- 12.1.5 Site Paving includes the pricing for the Paving from the Visitor Entry Canopy to Main Street. The cost of work value to remove this from our scope is (\$22,325). If this is completed by the MOB team, Design-Builder assumes that work will be completed during the site paving activities surrounding the Parking Garage so as not to delay inspections, and completion of the Parking Garage.

**12.2 Exclusions:**

- 12.2.1 Architectural Form Liners, or rubbed Architectural Finishes are excluded. Standard gray as-cast finish is provided.

**13 Masonry**

**13.1 Clarifications:**

- 13.1.1 Scope includes standard grey CMU Block where block is shown in the IFC documents, and at the Southern Wall of the Ground Level Retail.
- 13.1.2 Scope includes the Unit Masonry Brick along Magnolia.

## **14 Misc Metals**

### **14.1 Clarifications:**

- 14.1.1 Scope includes Architectural Steel Elements for Metal Panel Supports at the Elevator Lobbies above the skybridge as vertical tube steel, embeds into topping slab, and guardrails at these areas. A similar system above Main Pedestrian Retail Entry between level 1 and level 2, without the guardrail as the barrier cable will be present in this location.
- 14.1.2 Most Misc Metal Fabrications will be hot dip galvanized and is not intended for coating or painting. The exceptions to this are Steel within Elevator Pits, and the Visitor's Entry Steel Canopy which would be standard primer, and Parking Bollards which will be galvanized, but may be painted later if determined that safety yellow is a better application than grey.
- 14.1.3 Steel Supports for Barrier Cables are included in the Barrier Cable scope, as the engineering for this is by the Barrier Cable engineer.
- 14.1.4 RTB items include Headache Bars, Embeds for Exterior Skin Elements (likely to be furnished by Coreslab), Additional Structural/Misc Steel (approx. 5 tons), additional embeds and tube steel for Elevator Rail Attachments (likely to be furnished by Coreslab), Pipe Protection Frames or Bollards will be further defined for quantity and application, and costs for the Perforated Panel Guardrail along the Magnolia Retaining Wall as the details are developed with the Metal Panels subcontractor, or possible an ornamental metals contractor.
- 14.1.5 Grates for Elevator Sumps, and at top of Area Way vents are galvanized steel and are not traffic rated, or suitable for foot traffic ADA standards. They are not near a walk-path per design.

### **14.2 Exclusions:**

- 14.2.1 Skybridge Steel, Decking, and Misc Steel are all excluded as this scope of work will be included as part of the MOB project.
- 14.2.2 Steel Scope does not include the Covered Walkway between the Parking Garage and JPOC 1350 as that is accounted for in the Canopies section of this GMP Amendment.

## **15 Barrier Cables**

### **15.1 Clarifications:**

- 15.1.1 Scope includes Barrier Cables with Grav-it anchors (or similar) per the IFC Documents, and also includes Misc Steel Intermediate support channels, and angles for spacing and support. These will be engineered & located by the Barrier Cable Engineer.

### **15.2 Exclusions:**

- 15.2.1 Full Height Barrier Cable systems will not be furnished or installed where exterior metal panel facades infill the exterior of the building façade.

## **16 Waterproofing and Joint Sealants**

### **16.1 Clarifications:**

- 16.1.1 Scope Includes Traffic Coating/Waterproofing above the Level 1 Slab, directly above the future retail, and at Visitors Entry below the canopy and extending 20' into the Parking Garage at that location.

- 16.1.2 Scope Includes Penetrating Sealer for Level 7 (roof level) of the Parking Garage, including an anti-slip aggregate coating at Elevator Lobby and Stair entries.
- 16.1.3 Scope includes concrete floor sealer in enclosed rooms MEP, IDF/MDF, etc.
- 16.1.4 Scope includes a fluid applied air barrier applied to the back side of the Exterior veneer masonry along Magnolia, and a flexible flashing at weep line, along with caulking of all exterior joints, and an application of penetrating sealer to the face.
- 16.1.5 Scope includes Blind Side Waterproofing/Drain Matt with Integral Drain Chamber and Pipe outlets for the Southern Retaining wall.
- 16.1.6 Air Barrier/Waterproofing at Exterior Metal Panels is only included where ACM panels are installed in front of Sheathing that will receive the application.
- 16.1.7 Includes Tremco Traffic Coating above Level 1 retail rather than the significantly more expensive Fiber Reinforced options noted by CDC.

**16.2 Exclusions:**

- 16.2.1 Scope does not include Joint Sealants or Waterproofing for the Sky Bridges, or for the Parking Lot South of the Parking Garage, West of JPOC 1350.
- 16.2.2 Scope does not include waterproofing system above the MOB Dock Drive.
- 16.2.3 Exclude Fiber Reinforced Traffic Coating (Puma or similar) due to significant cost impact of approximately \$500,000.
- 16.2.4 Scope does not include changes that may result from CDC Waterproofing Review process unless otherwise required by the Contract Documents.

**17 Metal Panels**

**17.1 Clarifications:**

- 17.1.1 Scope Includes Metal Panels, and Perforated Metal Panels per the IFC Documents. This scope will mostly be a delegated design, where final installation details and final material selections will be worked out during the shop drawing coordination and submittal process based on the design guidelines included in the IFC documents.
- 17.1.2 Colors are based on Standard Manufacturers colors.
- 17.1.3 Embeds as required for this scope will be furnished and installed by Coreslab as part of the Precast Concrete. Locations of these will be coordinated by the Metal Panels subcontractor and design team during coordination of Shop Drawings.
- 17.1.4 Scope Includes Perforated Metal screen walls on Galvanized Steel Columns (by steel fabricator) along St. Louis, and Magnolia (West of Retail Masonry Façade).
- 17.1.5 Scope Includes portions of cost for the Perforated Metal applied to the guard rail above the retaining wall along Magnolia in front of the Retail.

**17.2 Exclusions:**

- 17.2.1 Scope does not include ACM or Metal Panels at the Skybridges.

**18 Roofing**

**18.1 Clarifications:**

- 18.1.1 Scope includes MOD Bit roofing systems above Precast Stair, and Elevator Core Roof Decks, and above the Visitor's Entry Steel Canopy.

**18.2 Exclusions:**

- 18.2.1 Roofing above skybridges is not included.

**19 Fire Stopping, and Spray Materials**

**19.1 Clarifications:**

- 19.1.1 Scope Includes Fire Caulking for all penetrations in Fire Rated Walls/Decks by one subcontractor instead of by each trade.
- 19.1.2 Scope includes spray insulation as shown in the Contract Documents. This can be omitted if rigid wall insulation is utilized in the walls of spaces above and below the conditioned spaces, subject to Owner's prior written approval.
- 19.1.3 Scope includes intumescent fireproofing of the Visitor's Entry Canopy steel as required per code (structural beams and columns only).
- 19.1.4 Scope Includes acoustical sealants for thru-wall penetrations, and top of CMU to deck.

**19.2 Exclusions:**

- 19.2.1 Scope does not include fireproofing or fire caulking of any elements on the Sky Bridges, or Level 1 Deck Extension towards the MOB.

**20 Glass and Glazing**

**20.1 Clarifications:**

- 20.1.1 Scope Includes Storefront and/or Curtain Wall systems along the Retail Façade of the Magnolia.

**20.2 Exclusions:**

- 20.2.1 Scope does not include any Curtain Wall, or Glass/Glazing at the Skybridges, or Storefront doors on the MOB side of the Bridges.

**21 Drywall and Acoustical**

**21.1 Clarifications:**

- 21.1.1 Scope includes Framing, and Sheathing elements per the contract documents, including rigid insulation in the A1 assembly with furring, and plywood.
- 21.1.2 Scope includes engineered framing and sheathing at, and above, the North Retail Entry.

**21.2 Exclusions:**

- 21.2.1 Scope does not include any framing or sheathing for the skybridges.

**22 Painting and Wall Covering**

**22.1 Clarifications:**

- 22.1.1 Scope includes Painting CMU Block Walls with Block Filler/Primer, and Finish Coat. Color

Variations of finish coat is included at Elevator Cores based on coordination of Way Finding scope.

- 22.1.2 Scope includes Painting of Precast Walls only at the Elevator Core Walls as coordinated based on Way Finding Scope.
- 22.1.3 Scope includes Painting of Plywood at A-1 Wall Assemblies.
- 22.1.4 Scope includes Painting of Bollards, but this scope will be coordinated to include only bollards identified for safety yellow. All other bollards will be Galvanized.
- 22.1.5 Scope Includes Painting of Fire Sprinkler, Plumbing Piping (excluding Storm Piping), and some Electrical Conduits as identified in the Specifications. However, this scope can be coordinated, and some scope could be reduced, such as painting all sprinkler piping which is not required per code in a parking garage.
- 22.1.6 Scope includes painting of all Hollow Metal Doors, and Frames.

**22.2 Exclusions:**

- 22.2.1 Scope Does not include painting of galvanized handrails, guardrails, or other Galvanized Misc Steel Elements with the exception of some of the bollards identified during coordination that should be safety yellow.

**23 Signage**

**23.1 Clarifications:**

- 23.1.1 Scope includes an allowance for Code Minimum Signage, that will be coordinated with the Way Finding/Signage consultant. The scope cannot be quantified at this time.

**23.2 Exclusions:**

- 23.2.1 Scope Does not include Way Finding Signage or Building Identification Signage.
- 23.2.2 Scope Does not include Handicapped Parking Signage, as this will be part of way-finding signage package by JPS and must be completed prior to Substantial Completion.

**24 Canopies**

**24.1 Clarifications:**

- 24.1.1 Scope includes a prefabricated canopy between the Parking Garage and JPOC 1350 at the Western Entry on the North side of JPOC 1350.

**24.2 Exclusions:**

- 24.2.1 Canopy over the Eastern entry on the North side of JPOC 1350.

**25 Parking Control Equipment**

**25.1 Clarifications:**

- 25.1.1 Scope includes Magnetic Parking Pro Gates as previously coordinated with JPS.
- 25.1.2 Scope includes pre-fabricated parking attendant booths. Final Manufacturer will be selected during submittal process and coordinated with JPS.

## **26 Elevators**

### **26.1 Clarifications:**

- 26.1.1 Scope includes 4 electric traction elevators. Basis of Design was Thyssen Krupp. Design will need to be adjusted based on actual Subcontractor selected and approved by JPS.
- 26.1.2 Payment of the Elevator scope is required to be similar to: 50% of the subcontract price due upon contract execution. Payment of this invoice is a prerequisite to scheduling the manufacture of materials. In the event the initial payment is not received within ninety (90) days of execution, Schindler reserves the right to adjust the price based upon labor and material increases. Additional 30%, less 5% retention, due upon production of material and prior to delivery of material on or off site. Payment of this invoice is a prerequisite to scheduling of on-site work. Additional 20%, less 5% retention, due upon commencement of on-site installation. Payment of not less than 95% of the subcontract price, inclusive of all change orders, is a condition precedent to scheduling of elevator inspection. Notwithstanding the foregoing, nothing in this section shall alter the payment provisions set forth in the Agreement or Owner's ability to withhold pursuant to the Agreement or Texas law.
- 26.1.3 Scope includes Remaining to Buy costs for Temporary Use of Elevators after State Inspections allowing Temp use, as operated by Beck-Potere JV laborer.

### **26.2 Exclusions:**

- 26.2.1 Maintenance Plans are not included within WP3.

## **27 Fire Protection Systems**

### **27.1 Clarifications:**

- 27.1.1 Scope includes a combination of wet and dry sprinkler systems.
- 27.1.2 Pressure Testing and responses from the AHJ indicated that a fire pump would not be needed for the system based on the size and height of the Parking Garage. However, the calculations could show that a fire pump maybe be needed. An allowance is included in the GMP in case a Fire Pump is needed. This allowance includes a power feed from the transformer and assumes that the power source is "reliable" per NFPA 10-2019.
- 27.1.3 Temporary Fire Riser is included for construction including a temporary FDC.

### **27.2 Exclusions:**

- 27.2.1 Fire Pump is not included based on the findings of the pressure tests.
- 27.2.2 Sprinklers in the Elevator Shafts are not included as they are not required per code.
- 27.2.3 Fire Fighters Air Replenishment System is not included based on Fort Worth Fire Marshall decision that this would not be required for an open air Parking Garage that is fully sprinkled.
- 27.2.4 Installation of an additional fire hydrant to allow 150' maximum from FDC to nearest hydrant, based on Fort Work Fire Marshall decision that the FDC location per the Contract Documents is acceptable since it is within approximately 200' of two separate existing fire hydrants.
- 27.2.5 Nitrogen Generator is not included.
- 27.2.6 Fire Sprinkler for the MOB Deck Extension west of Grid 9 is not included.

## **28 Plumbing & HVAC**

### **28.1 Clarifications:**

- 28.1.1 Scope includes heat trace as appropriate for domestic water.
- 28.1.2 Gas Piping is included per the IFC Documents, and will need to be sized based on the unit heaters, and the approximate service needs of the future retail.

### **28.2 Exclusions:**

- 28.2.1 Plumbing Services only include main stub ups for the future retail area.
- 28.2.2 Stair and Elevator Shaft Pressurization systems are excluded.
- 28.2.3 Fire Fighters Air Replenishment System is not included or required per AHJ.

## **29 Electrical**

### **29.1 Clarifications:**

- 29.1.1 Scope furnishing and installing a Temporary Electrical System to provide power for construction, including 6 spider boxes per level, and OSHA minimum light levels following the centerline of traffic routes within the parking garage, and capacity to operate one to two elevators. This service will be fed from the Permanent Oncor Transformer once it is set and the Temporary Service passes inspection for use.
- 29.1.2 Scope includes an allowance for the Parkway Lighting Fixtures as the final quantity of this fixture and fixture type have to be coordinated and approved by the City, Near Southside, and JPS.
- 29.1.3 The alternate for Lightning Protection is included in the GMP as Remaining to Buy scope, and may be added to electrical subcontract based on the bid value.
- 29.1.4 Scope includes Fire Alarm system, and Control Panel that will control the Parking Garage FA Devices. Once the MOB is completed, this Panel will become a slave to the future MOB Main Fire Alarm Control Panel, in the MOB. Conduits path if required for interconnection will need to be coordinated with the MOB team. The wiring, connections, and programming provisions for this should be part of the MOB project scope.

### **29.2 Exclusions:**

- 29.2.1 Generator for Emergency power is not included. Provisions for this to be added, and/or for connection of a Temporary Mobile Generator are included.
- 29.2.2 Light Fixtures, Fire Alarm, or Rough-in for Security and LV for the Level 1 Deck Extension between the Parking Garage and the MOB, as this scope will be by the MOB team.
- 29.2.3 Power requirements were not sized to include power for a Fire Pump. However, we are including an allowance to incorporate a fire pump if the calculations, and AHJ Drawing reviews require one to be added.
- 29.2.4 Stations for Car Charging are not included.

## **30 Communications/Security**

### **30.1 Clarifications:**

- 30.1.1 Security system is based on Genetec Head End Equipment that will operate the Access Control Equipment, and Security Cameras. No Servers or Off-Site Servers are included for

this scope.

- 30.1.2 ERRCS scope includes an allowance for the Cabling and installation of ERRCS antennas installed at rough-in locations per the Contract Documents once the ERRCCS Survey is completed and the location requirements are identified.
- 30.1.3 An allowance for additional communications cable drops has been included for further scope development, and coordination of trades such as ERRCS, Parking Control Equipment, Security Cameras, etc.

**30.2 Exclusions:**

- 30.2.1 Fiber Connections from the MDF room to the ATT, Fusion, or Campus loop is excluded. Raceways are included for Connections to Provider, or Campus Loop from the North, South, or to/from the MOB.
- 30.2.2 Security and LV for the Level 1 Deck Extension between the Parking Garage and the MOB is excluded, as this scope will be by the MOB team.
- 30.2.3 Network Switches, and any Servers, UPS, are excluded as this equipment is OFOI.

**EXHIBIT 5**  
**DESIGN-BUILDER'S GENERAL CONDITIONS COSTS**

[ATTACHED]



**General Conditions**  
PROJECT : 173533 - JPS Parking Garage

ESTIMATED PROJECT DURATION : 23.0 months 100.0 weeks

#	DESCRIPTION	QTY.	U.M.	x	UNIT COST	NOTES / COMMENTS	Classification	TOTALS	WP2 GCs	Remainder
<b>0101 - JOB SUPERVISION</b>		<b>\$2,902,014</b>								0
	FIELD ADMINISTRATION	11,800	MH		\$115.81		General Conditions	\$ 1,366,505	\$ 329,451	\$ 1,037,054
	FIELD SUPERVISION	6,369	MH		\$138.91		General Conditions	\$ 884,675	\$ 228,036	\$ 656,639
	FIELD CLERICAL	834	MH		\$75.73		General Conditions	\$ 63,184	\$ 10,232	\$ 52,951
	JV PARTNER SITE STAFF	6,966	MH		\$84.36		General Conditions	\$ 587,650	\$ 120,193	\$ 467,457
<b>0110 - PROJECT OFFICES</b>		<b>\$278,091</b>								
	BECK PROJECT OFFICE	23.0	MO		\$5,500.00	Mobile Office Trailers	General Conditions	\$ 126,500	\$ 33,000	\$ 93,500
	FIELD TRAILERS	15.0	MO		\$600.00	On-Site Sat trailer	General Conditions	\$ 9,000	\$ 3,600	\$ 5,400
	SET UP AND DISMANTLE OFFICES	1.0	EA		\$15,000.00	Per trailer	General Conditions	\$ 15,000	\$ 15,000	\$ -
	INSTALL TEMPORARY TRAILER UTILITIES	8.0	EA		\$0.00	Per trailer	General Conditions	\$ -	\$ -	\$ -
	DATA CABELING FOR PROJECT OFFICE	1.0	LS		\$1,500.00		General Conditions	\$ 1,500	\$ 1,500	\$ -
	MOVE-IN EXPENSE	1.0	LS		\$3,500.00	Misc Unknown expense	General Conditions	\$ 3,500	\$ 3,500	\$ -
	TEMPORARY FENCE / BARRICADES AT OFFICE	500.0	LF		\$0.00	Office grounds	General Conditions	\$ -	\$ -	\$ -
	OTHER SET-UP EXPENSES	1.0	LS		\$2,000.00	Water/Sewer/power/etc.	General Conditions	\$ 2,000	\$ 2,000	\$ -
	OFFICE INTERNET SERVICES	23.0	MO	5 to 7	\$650.00		General Conditions	\$ 15,450	\$ 4,400	\$ 11,050
	OFFICE SECURITY SYSTEM / MONITORING	23.0	MO		\$250.00	Install included at \$300	General Conditions	\$ 6,050	\$ 1,800	\$ 4,250
	POWER CONSUMPTION - OFFICES	23.0	MO		\$800.00		General Conditions	\$ 18,400	\$ 4,800	\$ 13,600
	WATER CONSUMPTION - OFFICES	23.0	MO		\$250.00		General Conditions	\$ 5,750	\$ 1,500	\$ 4,250
	SANITATION SERVICES - OFFICES	23.0	MO		\$100.00		General Conditions	\$ 2,300	\$ 600	\$ 1,700
	WATER / COFFEE SERVICE FOR OFFICE	23.0	MO		\$75.00		General Conditions	\$ 1,725	\$ 450	\$ 1,275
	PROJECT OFFICE CLEANING	23.0	MO		\$200.00		General Conditions	\$ 4,600	\$ 1,200	\$ 3,400
	CONSTRUCTION STAFF PROJECT SOFTWARE	202.8	Smonths		\$327.00		General Conditions	\$ 66,316	\$ 15,958	\$ 50,358
<b>0111 - TEMPORARY SERVICES - ADMIN</b>		<b>\$337,599</b>								\$ -
	CONSTRUCTION PROJECT HARDWARE	202.8	Smonths		\$320.00	All Project Office and Staff Basic Hardw	General Conditions	\$ 64,896	\$ 15,584	\$ 49,312
	DOCUMENT STORAGE	77,000,000	\$		\$0.0002000		General Conditions	\$ 15,400	\$ 6,300	\$ 9,100
	IT COST	77,000,000	\$		\$0.0007905		General Conditions	\$ -	\$ -	\$ -
	OFFICE SUPPLIES	23.0	MO		\$400.00		General Conditions	\$ 9,200	\$ 2,400	\$ 6,800
	POSTAGE / COURIER	23.0	MO		\$30.00		General Conditions	\$ 690	\$ 180	\$ 510
	PROJECT PHOTO'S (PROGRESS)	1.0	LS		\$8,000.00		General Conditions	\$ 8,000	\$ 2,000	\$ 6,000
	PROJECT PHOTO'S (FINAL)	1.0	LS		\$2,500.00		General Conditions	\$ 2,500	\$ -	\$ 2,500
	PRINTING & EXTRA PLANS	23.0	MO		\$125.00		General Conditions	\$ 2,875	\$ 750	\$ 2,125
	PROJECT COPIER	23.0	MO		\$650.00		General Conditions	\$ 14,950	\$ 3,900	\$ 11,050
	OFFICE EQUIPMENT & FURNITURE	1.0	LS		\$3,500.00		General Conditions	\$ 3,500	\$ 3,500	\$ -
	EMPLOYEE PARKING, MILEAGE & TOLLS	23.0	MO		\$250.00		General Conditions	\$ 5,750	\$ 1,500	\$ 4,250
	PICK-UP TRUCKS/MAINT (SUPT 2 - 7)	55.9	Smonths		\$1,702.06		General Conditions	\$ 95,145	\$ 22,129	\$ 73,016
	PICK-UP TRUCKS/MAINT (SAF 3 - 6)	22.1	Smonths		\$1,797.86		General Conditions	\$ 39,733	\$ 5,912	\$ 33,821
	FUEL (GC's)	93.7	Smonths		\$800.00		General Conditions	\$ 74,960	\$ 17,360	\$ 57,600
<b>0113 - SAFETY SUPERVISION</b>		<b>\$350,060</b>								\$ -
	SAFETY SUPERVISOR	3,834	MH		\$83.30		General Conditions	\$ 319,410	\$ 56,378	\$ 263,032
	SAFETY TRAILER	18.0	MO		\$900.00		General Conditions	\$ 16,200	\$ 5,400	\$ 10,800
	SAFETY TRAILER EQUIPMENT	1.0	LS		\$2,000.00		General Conditions	\$ 2,000	\$ 2,000	\$ -
	FIRST AID SUPPLIES / EQUIPMENT	23.0	MO		\$400.00		General Conditions	\$ 9,200	\$ 2,400	\$ 6,800
	SAFETY TRAINING	1.0	LS		\$2,000.00		General Conditions	\$ 2,000	\$ 500	\$ 1,500
	DRUG SCREENING	50.0	EA		\$25.00		General Conditions	\$ 1,250	\$ 1,250	\$ -
	PROJECT EXPECTATIONS / PDRI	1.0	LS		\$2,500.00		General Conditions	\$ 2,500	\$ 2,500	\$ -
	AUTO & TRUCK INSURANCE	108.7	MO		\$226.00		General Conditions	\$ 24,566	\$ 5,808	\$ 18,758
	WARRANTY FEE	77,000,000	\$		\$0.0007500		General Conditions	\$ 57,750	\$ 23,625	\$ 34,125
<b>GENERAL CONDITIONS</b>								<b>\$3,952,579.57</b>	<b>\$958,596.30</b>	<b>\$2,993,983.26</b>
								Total	WP2	Remainder



**General Requirements**  
PROJECT : 173533 - JPS Parking Garage

ESTIMATED PROJECT DURATION : 23.0 months 100.0 weeks

#	DESCRIPTION	QTY.	U.M.	x	UNIT COST	NOTES / COMMENTS	Classification	TOTALS	WP2 GRs	Remainder	
	SCHEDULING	77,000,000.0	\$		\$0.0017122	Project scheduler Updates Recovery	General Requirements	\$ 131,839	\$ 54,384	\$ 77,455	
	SUBCONTRACTOR PAYMENT MGMT SERVICES	65,450,000.0	\$	6.6%	\$10,500		General Requirements	\$11,193	\$ 7,462	\$3,731	
	PICK-UP TRUCKS/MAINT (FE 3 - 6)	15.7	Smonths		\$1,797.77		General Requirements	\$ 28,225	\$ 10,787	\$ 17,438	
	PICK-UP TRUCKS/MAINT (Cost of work)	15.0	Smonths		\$1,434.31		General Requirements	\$ 21,515	\$	\$ 21,515	
	FUEL (Cost of Work)	15.0	Smonths		\$800.00		General Requirements	\$ 12,000	\$ 4,800	\$ 7,200	
	LABOR CREW	1.0	EA		\$691,552.96		General Requirements	\$ 691,553	\$ 172,888	\$ 518,665	
	WATER SERVICE - CONSTRUCTION	12.0	MO		\$1,500.00		General Requirements	\$ 18,000	\$ 9,000	\$ 9,000	
	SECURITY WATCH SERVICES	23.0	MO		\$4,500.00		General Requirements	\$ 103,500	\$	\$ 103,500	
	RADIOS - JOBSITE COMMUNICATIONS	1.0			\$5,500.00		General Requirements	\$ 3,000	\$	\$ 3,000	
	MISC SMALL TOOLS	2.0		23.0	\$750.00		General Requirements	\$ 34,500	\$ 9,000	\$ 25,500	
	TEMPORARY TOILETS	10.0	EA	23.0	\$255.00		General Requirements	\$ 58,650	\$ 9,000	\$ 49,650	
	OTHER SAFETY EXPENSE - FIELD EQUIPMENT	0.0			\$0.00		General Requirements	\$ 2,500	\$ 2,500	\$ -	
	MAN-HOUR TRACKING - terminal/reader lease	23.0	MO		\$1,750.00		General Requirements	\$ 40,250	\$ 10,900	\$ 29,350	
	MAN-HOUR TRACKING - ID badges, etc.	1.0	LS	1	\$2,360.00		General Requirements	\$ 2,360	\$ 1,800	\$ 560	
<b>0114</b>	<b>- TEMPORARY BUILDING UTILITIES</b>	<b>\$0</b>								\$ -	
	CHECK OUT POWER	1.0	LS		\$50,000.00		General Requirements	\$ 50,000		\$ 50,000	
	BUILDING WATER CONSUMPTION	4.0	MO		\$1,500.00		General Requirements	\$ 6,000		\$ 6,000	
	LICENSED SURVEY	1.0	LS		\$3,500.00		General Requirements	\$ 3,500	\$ 3,500	\$ -	
	STRUCTURAL DESIGN CHECK	1.0	LS		\$25,000.00		General Requirements	\$ 25,000	\$ 25,000	\$ -	
	MEP DESIGN CHECK	1.0	LS		\$10,000.00		General Requirements	\$ 10,000	\$ 10,000	\$ -	
	ADA REVIEW (Internal Beck Review)	1.0	LS		\$5,000.000	REQUIRED (Call Terrence Marler)	General Requirements	\$ 5,000	\$ 5,000	\$ -	
	OPERATED FORKLIFT / STREET SWEEP	20.0	MO		\$12,404.00	Operated Forklift / Street Cleaning	General Requirements	\$ 248,080	\$ 74,424	\$ 173,656	
	LUNCH ROOM	1.0	LS		\$5,000.00		General Requirements	\$ 5,000	\$	\$ 5,000	
	PARKING METER RENTAL	24.0	MO		\$3,720.00	.015 per SF of Sidewalk per day	General Requirements	\$ 89,280	\$ 19,800	\$ 69,480	
	STREET/SIDEWALK RENTAL	24.0	MO		\$3,300.00	.030 per SF of Road per day	General Requirements	\$ 79,200	\$ 22,320	\$ 56,880	
	FENCE / BARRICADE FOR PROJECT SITE	2,400.0	LF		\$10.00		General Requirements	\$ 24,000	\$ 24,000	\$ -	
	TEMPORARY ROADS & PARKING	1.0	LS		\$26,000.00		General Requirements	\$ 26,000	\$ 6,500	\$ 19,500	
	ROAD / PARKING MAINTENANCE	20.0	MO		\$2,250.00		General Requirements	\$ 45,000	\$ 13,500	\$ 31,500	
	JOB SIGNS	1.0			\$4,500.00		General Requirements	\$ 4,500	\$ 4,500	\$ -	
	NEW JOB BUILT LADDERS	1.0			\$3,500.00		General Requirements	\$ 3,500	\$	\$ 3,500	
	TEMP EQUIPMENT / SCAFFOLD	10.0	MO		\$1,000.00		General Requirements	\$ 10,000	\$	\$ 10,000	
	TEMPORARY PROTECTION	2.0	LS		\$20,000.00		General Requirements	\$ 40,000	\$ 15,000	\$ 25,000	
	DEWATERING / PUMPING	12.0	MO		\$9,500.00		General Requirements	\$ 114,000	\$ 57,000	\$ 57,000	
	SIDEWALKS / SAFETY TUNNEL	12.0	MO		\$750.00	(Utility Locate EUD \$)	General Requirements	\$ 9,000	\$ 8,910	\$ 90	
	PROTECT PERIMETER	35,000.0	LF		\$4.00		General Requirements	\$ 140,000	\$ 30,300	\$ 109,700	
	PROTECT FLOOR OPENINGS	1.0	LS		\$15,000.00		General Requirements	\$ 15,000	\$	\$ 15,000	
	PERSONAL PROTECTIVE EQUIPMENT	23.0	MO		\$500.00		General Requirements	\$ 11,500	\$ 9,000	\$ 2,500	
	TEMPORARY FIRE EXTINGUISHERS	80.0	EA		\$150.00		General Requirements	\$ 12,000	\$ 2,250	\$ 9,750	
	FLAGMAN / POLICE	9.0	MO		\$12,990.00	CITY Officer during precast erection scope	General Requirements	\$ 116,910	\$ 13,500	\$ 103,410	
	FIELD ENGINEERING	5,321.4	MHS		\$80.47		General Requirements	\$ 428,230	\$ 117,120	\$ 311,110	
	FIELD ENGINEERING EQUIPMENT	17.0	MO		\$2,450.00		General Requirements	\$ 41,650	\$ 10,000	\$ 31,650	
	LINE AND GRADE SUPPLIES	17.0	MO		\$750.00		General Requirements	\$ 12,750	\$ 7,568	\$ 5,182	
	TRASH HAUL SERVICE	23.0	MO	15.05	\$650.00		General Requirements	\$ 224,998	\$ 31,200	\$ 193,798	
	BUILDING FAÇADE MOCK-UPS	3.0	EA		\$12,500.00		General Requirements	\$ 37,500	\$	\$ 37,500	
	PROJECT COORDINATION SOFTWARE	77,000,000.0	\$		\$0.0022569	Navis, BIM360, Revit & Support	General Requirements	\$ 173,781	\$ 71,684	\$ 102,097	
<b>GENERAL REQUIREMENTS</b>								<b>General Requirements</b>	<b>\$3,170,463.54</b>	<b>\$874,597.24</b>	<b>\$2,295,866.30</b>
								Total	WP2	Remainder	

**EXHIBIT 5.1  
DESIGN-BUILDER'S LABOR BURDEN SCHEDULE**

Salaried Employee Billing Rates 01/01/2023 - 12/31/26				
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate	Rate Calculation
51	53	56		57
Administrative Assistant	AA	\$ 1,944.46	\$ 48.61	\$ 48.61
1/1/24 to 12/31/24	AA	\$ 1,993.26	\$ 49.83	\$ 49.83
1/1/25 to 12/31/25	AA	\$ 2,043.79	\$ 51.09	\$ 51.09
1/1/26 to 12/31/26	AA	\$ 2,096.08	\$ 52.40	\$ 52.40
Administrative Assistant (Overtime Rate)	AA-OT	n/a	\$ 62.02	\$ 13.41
1/1/24 to 12/31/24	AA-OT	n/a	\$ 63.70	\$ 13.87
1/1/25 to 12/31/25	AA-OT	n/a	\$ 65.44	\$ 14.34
1/1/26 to 12/31/26	AA-OT	n/a	\$ 67.23	\$ 14.83
Architect 1 (Arch Intern)	ARCH1	\$ 5,600.00	\$ 140.00	\$ 140.00
1/1/24 to 12/31/24	ARCH1	\$ 5,600.00	\$ 140.00	\$ 140.00
1/1/25 to 12/31/25	ARCH1	\$ 5,600.00	\$ 140.00	\$ 140.00
1/1/26 to 12/31/26	ARCH1	\$ 5,600.00	\$ 140.00	\$ 140.00
Architect 2 (Project Coordinator)	ARCH2	\$ 7,000.00	\$ 175.00	\$ 175.00
1/1/24 to 12/31/24	ARCH2	\$ 7,000.00	\$ 175.00	\$ 175.00
1/1/25 to 12/31/25	ARCH2	\$ 7,000.00	\$ 175.00	\$ 175.00
1/1/26 to 12/31/26	ARCH2	\$ 7,000.00	\$ 175.00	\$ 175.00
Architect 3 (Senior Project Coordinator)	ARCH3	\$ 8,400.00	\$ 210.00	\$ 210.00
1/1/24 to 12/31/24	ARCH3	\$ 8,400.00	\$ 210.00	\$ 210.00
1/1/25 to 12/31/25	ARCH3	\$ 8,400.00	\$ 210.00	\$ 210.00
1/1/26 to 12/31/26	ARCH3	\$ 8,400.00	\$ 210.00	\$ 210.00
Architect 4 (Associate / Project Manger / Project )	ARCH4	\$ 10,600.00	\$ 265.00	\$ 265.00
1/1/24 to 12/31/24	ARCH4	\$ 10,600.00	\$ 265.00	\$ 265.00
1/1/25 to 12/31/25	ARCH4	\$ 10,600.00	\$ 265.00	\$ 265.00
1/1/26 to 12/31/26	ARCH4	\$ 10,600.00	\$ 265.00	\$ 265.00
Architect 5 (Senior Project Manager / Designer)	ARCH5	\$ 12,000.00	\$ 300.00	\$ 300.00
1/1/24 to 12/31/24	ARCH5	\$ 12,000.00	\$ 300.00	\$ 300.00
1/1/25 to 12/31/25	ARCH5	\$ 12,000.00	\$ 300.00	\$ 300.00
1/1/26 to 12/31/26	ARCH5	\$ 12,000.00	\$ 300.00	\$ 300.00
Architect 6 (Associate Principal)	ARCH6	\$ 13,000.00	\$ 325.00	\$ 325.00
1/1/24 to 12/31/24	ARCH6	\$ 13,000.00	\$ 325.00	\$ 325.00
1/1/25 to 12/31/25	ARCH6	\$ 13,000.00	\$ 325.00	\$ 325.00
1/1/26 to 12/31/26	ARCH6	\$ 13,000.00	\$ 325.00	\$ 325.00
Contract Administrator	CADM	\$ 2,848.93	\$ 71.22	\$ 71.22
1/1/24 to 12/31/24	CADM	\$ 2,928.57	\$ 73.21	\$ 73.21
1/1/25 to 12/31/25	CADM	\$ 3,010.94	\$ 75.27	\$ 75.27
1/1/26 to 12/31/26	CADM	\$ 3,096.23	\$ 77.41	\$ 77.41
Director	DIR	\$ 6,567.13	\$ 164.18	\$ 164.18
1/1/24 to 12/31/24	DIR	\$ 6,769.82	\$ 169.25	\$ 169.25
1/1/25 to 12/31/25	DIR	\$ 6,979.62	\$ 174.49	\$ 174.49
1/1/26 to 12/31/26	DIR	\$ 7,196.71	\$ 179.92	\$ 179.92
Estimator	EST	\$ 4,268.49	\$ 106.71	\$ 106.71
1/1/24 to 12/31/24	EST	\$ 4,398.65	\$ 109.97	\$ 109.97
1/1/25 to 12/31/25	EST	\$ 4,533.35	\$ 113.33	\$ 113.33
1/1/26 to 12/31/26	EST	\$ 4,672.75	\$ 116.82	\$ 116.82

Salaried Employee Billing Rates 01/01/2023 - 12/31/26				
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate	Rate Calculation
Rodman	FE1	\$ 1,929.96	\$ 48.25	\$ 48.25
1/1/24 to 12/31/24	FE1	\$ 1,978.26	\$ 49.46	\$ 49.46
1/1/25 to 12/31/25	FE1	\$ 2,028.22	\$ 50.71	\$ 50.71
1/1/26 to 12/31/26	FE1	\$ 2,079.96	\$ 52.00	\$ 52.00
Rodman (Overtime Rate)	FE1-OT	n/a	\$ 61.55	\$ 13.30
1/1/24 to 12/31/24	FE1-OT	n/a	\$ 63.21	\$ 13.75
1/1/25 to 12/31/25	FE1-OT	n/a	\$ 64.93	\$ 14.22
1/1/26 to 12/31/26	FE1-OT	n/a	\$ 66.71	\$ 14.71
Instrument man	FE2	\$ 2,229.16	\$ 55.73	\$ 55.73
1/1/24 to 12/31/24	FE2	\$ 2,287.89	\$ 57.20	\$ 57.20
1/1/25 to 12/31/25	FE2	\$ 2,348.76	\$ 58.72	\$ 58.72
1/1/26 to 12/31/26	FE2	\$ 2,411.70	\$ 60.29	\$ 60.29
Instrument man (Overtime Rate)	FE2-OT	n/a	\$ 71.81	\$ 16.08
1/1/24 to 12/31/24	FE2-OT	n/a	\$ 73.83	\$ 16.64
1/1/25 to 12/31/25	FE2-OT	n/a	\$ 75.93	\$ 17.21
1/1/26 to 12/31/26	FE2-OT	n/a	\$ 78.09	\$ 17.80
Field Engineer I	FE3	\$ 2,551.94	\$ 63.80	\$ 63.80
1/1/24 to 12/31/24	FE3	\$ 2,621.78	\$ 65.54	\$ 65.54
1/1/25 to 12/31/25	FE3	\$ 2,694.00	\$ 67.35	\$ 67.35
1/1/26 to 12/31/26	FE3	\$ 2,768.84	\$ 69.22	\$ 69.22
Field Engineer II	FE4	\$ 3,111.12	\$ 77.78	\$ 77.78
1/1/24 to 12/31/24	FE4	\$ 3,200.17	\$ 80.00	\$ 80.00
1/1/25 to 12/31/25	FE4	\$ 3,292.34	\$ 82.31	\$ 82.31
1/1/26 to 12/31/26	FE4	\$ 3,387.70	\$ 84.69	\$ 84.69
Senior Field Engineer	FE5	\$ 3,728.40	\$ 93.21	\$ 93.21
1/1/24 to 12/31/24	FE5	\$ 3,838.81	\$ 95.97	\$ 95.97
1/1/25 to 12/31/25	FE5	\$ 3,953.02	\$ 98.83	\$ 98.83
1/1/26 to 12/31/26	FE5	\$ 4,071.30	\$ 101.78	\$ 101.78
Director of Field Engineering	FE6	\$ 4,777.73	\$ 119.44	\$ 119.44
1/1/24 to 12/31/24	FE6	\$ 4,924.87	\$ 123.12	\$ 123.12
1/1/25 to 12/31/25	FE6	\$ 5,075.10	\$ 126.88	\$ 126.88
1/1/26 to 12/31/26	FE6	\$ 5,225.55	\$ 130.64	\$ 130.64
Intern	INT	\$ 1,530.74	\$ 38.27	\$ 38.27
1/1/24 to 12/31/24	INT	\$ 1,575.84	\$ 39.40	\$ 39.40
1/1/25 to 12/31/25	INT	\$ 1,621.97	\$ 40.55	\$ 40.55
1/1/26 to 12/31/26	INT	\$ 1,669.70	\$ 41.74	\$ 41.74
Integrated Systems Coordinator	ISC	\$ 2,932.16	\$ 73.30	\$ 73.30
1/1/24 to 12/31/24	ISC	\$ 3,015.56	\$ 75.39	\$ 75.39
1/1/25 to 12/31/25	ISC	\$ 3,101.83	\$ 77.55	\$ 77.55
1/1/26 to 12/31/26	ISC	\$ 3,191.16	\$ 79.78	\$ 79.78
MEP Coordinator	MEP	\$ 5,247.33	\$ 131.18	\$ 131.18
1/1/24 to 12/31/24	MEP	\$ 5,404.65	\$ 135.12	\$ 135.12
1/1/25 to 12/31/25	MEP	\$ 5,567.46	\$ 139.19	\$ 139.19
1/1/26 to 12/31/26	MEP	\$ 5,736.00	\$ 143.40	\$ 143.40
Manager	MGR	\$ 4,062.02	\$ 101.55	\$ 101.55
1/1/24 to 12/31/24	MGR	\$ 4,184.12	\$ 104.60	\$ 104.60
1/1/25 to 12/31/25	MGR	\$ 4,310.43	\$ 107.76	\$ 107.76
1/1/26 to 12/31/26	MGR	\$ 4,441.19	\$ 111.03	\$ 111.03

Salaried Employee Billing Rates 01/01/2023 - 12/31/26				
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate	Rate Calculation
Operations Manager	OM	\$ 8,014.91	\$ 200.37	\$ 200.37
1/1/24 to 12/31/24	OM	\$ 8,268.30	\$ 206.71	\$ 206.71
1/1/25 to 12/31/25	OM	\$ 8,530.48	\$ 213.26	\$ 213.26
1/1/26 to 12/31/26	OM	\$ 8,801.92	\$ 220.05	\$ 220.05
Administrative Assistant (Proj Acct)	PA1	\$ 1,770.15	\$ 44.25	\$ 44.25
1/1/24 to 12/31/24	PA1	\$ 1,812.85	\$ 45.32	\$ 45.32
1/1/25 to 12/31/25	PA1	\$ 1,857.05	\$ 46.43	\$ 46.43
1/1/26 to 12/31/26	PA1	\$ 1,902.79	\$ 47.57	\$ 47.57
Administrative Assistant (Overtime Rate)	PA1-OT	n/a	\$ 56.02	\$ 11.77
1/1/24 to 12/31/24	PA1-OT	n/a	\$ 57.49	\$ 12.17
1/1/25 to 12/31/25	PA1-OT	n/a	\$ 59.01	\$ 12.58
1/1/26 to 12/31/26	PA1-OT	n/a	\$ 60.59	\$ 13.02
Project Accountant	PA2	\$ 2,031.62	\$ 50.79	\$ 50.79
1/1/24 to 12/31/24	PA2	\$ 2,083.47	\$ 52.09	\$ 52.09
1/1/25 to 12/31/25	PA2	\$ 2,137.14	\$ 53.43	\$ 53.43
1/1/26 to 12/31/26	PA2	\$ 2,192.67	\$ 54.82	\$ 54.82
Project Accountant I (Overtime Rate)	PA2-OT	n/a	\$ 65.02	\$ 14.23
1/1/24 to 12/31/24	PA2-OT	n/a	\$ 66.80	\$ 14.71
1/1/25 to 12/31/25	PA2-OT	n/a	\$ 68.65	\$ 15.22
1/1/26 to 12/31/26	PA2-OT	n/a	\$ 70.56	\$ 15.74
Project Accountant II	PA3	\$ 2,461.60	\$ 61.54	\$ 61.54
1/1/24 to 12/31/24	PA3	\$ 2,527.91	\$ 63.20	\$ 63.20
1/1/25 to 12/31/25	PA3	\$ 2,596.52	\$ 64.91	\$ 64.91
1/1/26 to 12/31/26	PA3	\$ 2,667.57	\$ 66.69	\$ 66.69
Project Accountant II (Overtime Rate)	PA3-OT	n/a	\$ 79.10	\$ 17.56
1/1/24 to 12/31/24	PA3-OT	n/a	\$ 81.36	\$ 18.16
1/1/25 to 12/31/25	PA3-OT	n/a	\$ 83.70	\$ 18.79
1/1/26 to 12/31/26	PA3-OT	n/a	\$ 86.13	\$ 19.44
Project Accounting Manager	PA4	\$ 3,105.14	\$ 77.63	\$ 77.63
1/1/24 to 12/31/24	PA4	\$ 3,193.98	\$ 79.85	\$ 79.85
1/1/25 to 12/31/25	PA4	\$ 3,285.90	\$ 82.15	\$ 82.15
1/1/26 to 12/31/26	PA4	\$ 3,381.09	\$ 84.53	\$ 84.53
Sr. Project Accounting Manager	PA5	\$ 3,635.75	\$ 90.89	\$ 90.89
1/1/24 to 12/31/24	PA5	\$ 3,743.11	\$ 93.58	\$ 93.58
1/1/25 to 12/31/25	PA5	\$ 3,854.15	\$ 96.35	\$ 96.35
1/1/26 to 12/31/26	PA5	\$ 3,969.14	\$ 99.23	\$ 99.23
Regional Project Accounting Manager	PA6	\$ 4,177.27	\$ 104.43	\$ 104.43
1/1/24 to 12/31/24	PA6	\$ 4,303.36	\$ 107.58	\$ 107.58
1/1/25 to 12/31/25	PA6	\$ 4,433.89	\$ 110.85	\$ 110.85
1/1/26 to 12/31/26	PA6	\$ 4,568.94	\$ 114.22	\$ 114.22
Preconstruction Engineer	PCM1	\$ 2,915.89	\$ 72.90	\$ 72.90
1/1/24 to 12/31/24	PCM1	\$ 2,985.06	\$ 74.63	\$ 74.63
1/1/25 to 12/31/25	PCM1	\$ 3,056.56	\$ 76.41	\$ 76.41
1/1/26 to 12/31/26	PCM1	\$ 3,130.68	\$ 78.27	\$ 78.27
Senior Precon Engineer	PCM2	\$ 3,389.43	\$ 84.74	\$ 84.74
1/1/24 to 12/31/24	PCM2	\$ 3,475.16	\$ 86.88	\$ 86.88
1/1/25 to 12/31/25	PCM2	\$ 3,563.83	\$ 89.10	\$ 89.10
1/1/26 to 12/31/26	PCM2	\$ 3,655.64	\$ 91.39	\$ 91.39

Salaried Employee Billing Rates 01/01/2023 - 12/31/26				
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate	Rate Calculation
Preconstruction Administrator	PCM3	\$ 4,075.11	\$ 101.88	\$ 101.88
1/1/24 to 12/31/24	PCM3	\$ 4,184.56	\$ 104.61	\$ 104.61
1/1/25 to 12/31/25	PCM3	\$ 4,297.84	\$ 107.45	\$ 107.45
1/1/26 to 12/31/26	PCM3	\$ 4,415.12	\$ 110.38	\$ 110.38
Preconstruction Manager	PCM4	\$ 5,297.49	\$ 132.44	\$ 132.44
1/1/24 to 12/31/24	PCM4	\$ 5,445.26	\$ 136.13	\$ 136.13
1/1/25 to 12/31/25	PCM4	\$ 5,595.36	\$ 139.88	\$ 139.88
1/1/26 to 12/31/26	PCM4	\$ 5,750.73	\$ 143.77	\$ 143.77
Senior Preconstruction Manager	PCM5	\$ 6,527.15	\$ 163.18	\$ 163.18
1/1/24 to 12/31/24	PCM5	\$ 6,714.97	\$ 167.87	\$ 167.87
1/1/25 to 12/31/25	PCM5	\$ 6,909.46	\$ 172.74	\$ 172.74
1/1/26 to 12/31/26	PCM5	\$ 7,110.70	\$ 177.77	\$ 177.77
Preconstruction Executive	PCM6	\$ 6,957.55	\$ 173.94	\$ 173.94
1/1/24 to 12/31/24	PCM6	\$ 7,160.25	\$ 179.01	\$ 179.01
1/1/25 to 12/31/25	PCM6	\$ 7,370.04	\$ 184.25	\$ 184.25
1/1/26 to 12/31/26	PCM6	\$ 7,587.13	\$ 189.68	\$ 189.68
Director of Preconstruction	PCM7	\$ 8,405.33	\$ 210.13	\$ 210.13
1/1/24 to 12/31/24	PCM7	\$ 8,658.73	\$ 216.47	\$ 216.47
1/1/25 to 12/31/25	PCM7	\$ 8,920.90	\$ 223.02	\$ 223.02
1/1/26 to 12/31/26	PCM7	\$ 9,192.34	\$ 229.81	\$ 229.81
Project Manager 1	PM1	\$ 2,670.73	\$ 66.77	\$ 66.77
1/1/24 to 12/31/24	PM1	\$ 2,744.96	\$ 68.62	\$ 68.62
1/1/25 to 12/31/25	PM1	\$ 2,821.76	\$ 70.54	\$ 70.54
1/1/26 to 12/31/26	PM1	\$ 2,901.28	\$ 72.53	\$ 72.53
Project Manager 2	PM2	\$ 3,309.83	\$ 82.75	\$ 82.75
1/1/24 to 12/31/24	PM2	\$ 3,406.42	\$ 85.16	\$ 85.16
1/1/25 to 12/31/25	PM2	\$ 3,506.40	\$ 87.66	\$ 87.66
1/1/26 to 12/31/26	PM2	\$ 3,609.87	\$ 90.25	\$ 90.25
Project Manager 3	PM3	\$ 3,984.78	\$ 99.62	\$ 99.62
1/1/24 to 12/31/24	PM3	\$ 4,104.76	\$ 102.62	\$ 102.62
1/1/25 to 12/31/25	PM3	\$ 4,228.92	\$ 105.72	\$ 105.72
1/1/26 to 12/31/26	PM3	\$ 4,357.43	\$ 108.94	\$ 108.94
Project Manager 4	PM4	\$ 5,061.26	\$ 126.53	\$ 126.53
1/1/24 to 12/31/24	PM4	\$ 5,211.61	\$ 130.29	\$ 130.29
1/1/25 to 12/31/25	PM4	\$ 5,367.18	\$ 134.18	\$ 134.18
1/1/26 to 12/31/26	PM4	\$ 5,528.20	\$ 138.20	\$ 138.20
Project Manager 5	PM5	\$ 5,935.79	\$ 148.39	\$ 148.39
1/1/24 to 12/31/24	PM5	\$ 6,116.63	\$ 152.92	\$ 152.92
1/1/25 to 12/31/25	PM5	\$ 6,303.79	\$ 157.59	\$ 157.59
1/1/26 to 12/31/26	PM5	\$ 6,497.51	\$ 162.44	\$ 162.44
Project Manager 6	PM6	\$ 7,001.47	\$ 175.04	\$ 175.04
1/1/24 to 12/31/24	PM6	\$ 7,219.38	\$ 180.48	\$ 180.48
1/1/25 to 12/31/25	PM6	\$ 7,444.89	\$ 186.12	\$ 186.12
1/1/26 to 12/31/26	PM6	\$ 7,678.26	\$ 191.96	\$ 191.96
Principal	PRIN	\$ 15,000.00	\$ 375.00	\$ 375.00
1/1/24 to 12/31/24	PRIN	\$ 15,000.00	\$ 375.00	\$ 375.00
1/1/25 to 12/31/25	PRIN	\$ 15,000.00	\$ 375.00	\$ 375.00
1/1/26 to 12/31/26	PRIN	\$ 15,000.00	\$ 375.00	\$ 375.00

Salaried Employee Billing Rates 01/01/2023 - 12/31/26				
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate	Rate Calculation
Regional Director	RD	\$ 8,014.91	\$ 200.37	\$ 200.37
1/1/24 to 12/31/24	RD	\$ 8,268.30	\$ 206.71	\$ 206.71
1/1/25 to 12/31/25	RD	\$ 8,530.48	\$ 213.26	\$ 213.26
1/1/26 to 12/31/26	RD	\$ 8,801.92	\$ 220.05	\$ 220.05
Receptionist	REC	\$ 1,886.36	\$ 47.16	\$ 47.16
1/1/24 to 12/31/24	REC	\$ 1,933.13	\$ 48.33	\$ 48.33
1/1/25 to 12/31/25	REC	\$ 1,981.56	\$ 49.54	\$ 49.54
1/1/26 to 12/31/26	REC	\$ 2,031.65	\$ 50.79	\$ 50.79
Project Safety Assistant	SAF1	\$ 2,583.56	\$ 64.59	\$ 64.59
1/1/24 to 12/31/24	SAF1	\$ 2,654.78	\$ 66.37	\$ 66.37
1/1/25 to 12/31/25	SAF1	\$ 2,728.40	\$ 68.21	\$ 68.21
1/1/26 to 12/31/26	SAF1	\$ 2,804.65	\$ 70.12	\$ 70.12
Project Safety Coordinator	SAF2	\$ 2,903.14	\$ 72.58	\$ 72.58
1/1/24 to 12/31/24	SAF2	\$ 2,985.47	\$ 74.64	\$ 74.64
1/1/25 to 12/31/25	SAF2	\$ 3,070.72	\$ 76.77	\$ 76.77
1/1/26 to 12/31/26	SAF2	\$ 3,158.92	\$ 78.97	\$ 78.97
Sr. Project Safety Coordinator	SAF3	\$ 3,440.47	\$ 86.01	\$ 86.01
1/1/24 to 12/31/24	SAF3	\$ 3,541.40	\$ 88.54	\$ 88.54
1/1/25 to 12/31/25	SAF3	\$ 3,645.83	\$ 91.15	\$ 91.15
1/1/26 to 12/31/26	SAF3	\$ 3,753.95	\$ 93.85	\$ 93.85
Regional Safety Manager	SAF4	\$ 4,003.12	\$ 100.08	\$ 100.08
1/1/24 to 12/31/24	SAF4	\$ 4,123.39	\$ 103.08	\$ 103.08
1/1/25 to 12/31/25	SAF4	\$ 4,247.88	\$ 106.20	\$ 106.20
1/1/26 to 12/31/26	SAF4	\$ 4,376.70	\$ 109.42	\$ 109.42
Sr. Regional Safety Manager	SAF5	\$ 4,651.90	\$ 116.30	\$ 116.30
1/1/24 to 12/31/24	SAF5	\$ 4,794.80	\$ 119.87	\$ 119.87
1/1/25 to 12/31/25	SAF5	\$ 4,942.65	\$ 123.57	\$ 123.57
1/1/26 to 12/31/26	SAF5	\$ 5,090.91	\$ 127.27	\$ 127.27
Regional Safety Director	SAF6	\$ 6,347.08	\$ 158.68	\$ 158.68
1/1/24 to 12/31/24	SAF6	\$ 6,542.04	\$ 163.55	\$ 163.55
1/1/25 to 12/31/25	SAF6	\$ 6,743.87	\$ 168.60	\$ 168.60
1/1/26 to 12/31/26	SAF6	\$ 6,952.75	\$ 173.82	\$ 173.82
Superintendent 1 (Asst Supt)	SUP1	\$ 2,554.51	\$ 63.86	\$ 63.86
1/1/24 to 12/31/24	SUP1	\$ 2,624.68	\$ 65.62	\$ 65.62
1/1/25 to 12/31/25	SUP1	\$ 2,697.29	\$ 67.43	\$ 67.43
1/1/26 to 12/31/26	SUP1	\$ 2,772.43	\$ 69.31	\$ 69.31
Superintendent 2 (Project Area Supt)	SUP2	\$ 3,115.20	\$ 77.88	\$ 77.88
1/1/24 to 12/31/24	SUP2	\$ 3,204.98	\$ 80.12	\$ 80.12
1/1/25 to 12/31/25	SUP2	\$ 3,297.89	\$ 82.45	\$ 82.45
1/1/26 to 12/31/26	SUP2	\$ 3,394.07	\$ 84.85	\$ 84.85
Superintendent 3 (Supt)	SUP3	\$ 3,949.51	\$ 98.74	\$ 98.74
1/1/24 to 12/31/24	SUP3	\$ 4,068.21	\$ 101.71	\$ 101.71
1/1/25 to 12/31/25	SUP3	\$ 4,191.09	\$ 104.78	\$ 104.78
1/1/26 to 12/31/26	SUP3	\$ 4,318.29	\$ 107.96	\$ 107.96
Superintendent 4 (Sr. Supt - I)	SUP4	\$ 4,966.93	\$ 124.17	\$ 124.17
1/1/24 to 12/31/24	SUP4	\$ 5,113.96	\$ 127.85	\$ 127.85
1/1/25 to 12/31/25	SUP4	\$ 5,266.16	\$ 131.65	\$ 131.65
1/1/26 to 12/31/26	SUP4	\$ 5,423.64	\$ 135.59	\$ 135.59

Salaried Employee Billing Rates 01/01/2023 - 12/31/26				
Employee Description	Trade Code	Staff Weekly Rate	Staff Hourly Rate	Rate Calculation
Superintendent 5 (Sr. Supt - II)	SUP5	\$ 5,792.29	\$ 144.81	\$ 144.81
1/1/24 to 12/31/24	SUP5	\$ 5,968.09	\$ 149.20	\$ 149.20
1/1/25 to 12/31/25	SUP5	\$ 6,150.05	\$ 153.75	\$ 153.75
1/1/26 to 12/31/26	SUP5	\$ 6,338.39	\$ 158.46	\$ 158.46
Superintendent 6 (Gen Supt)	SUP6	\$ 6,706.13	\$ 167.65	\$ 167.65
1/1/24 to 12/31/24	SUP6	\$ 6,913.66	\$ 172.84	\$ 172.84
1/1/25 to 12/31/25	SUP6	\$ 7,128.49	\$ 178.21	\$ 178.21
1/1/26 to 12/31/26	SUP6	\$ 7,350.82	\$ 183.77	\$ 183.77
Superintendent 7 (Regional Supt)	SUP7	\$ 8,014.91	\$ 200.37	\$ 200.37
1/1/24 to 12/31/24	SUP7	\$ 8,268.30	\$ 206.71	\$ 206.71
1/1/25 to 12/31/25	SUP7	\$ 8,530.48	\$ 213.26	\$ 213.26
1/1/26 to 12/31/26	SUP7	\$ 8,801.92	\$ 220.05	\$ 220.05

**EXHIBIT 6  
ALLOWANCES**

**Allowances:**

001	(Site Utility) Storm Water Relocations – Allowance	\$	20,000
002	(Earthwork) Possible Contaminated Soil Haul Off – Allowance	\$	200,000
003	(Concrete) Pier Depth & Casing Reconciliation – Allowance	\$	650,000
004	(Concrete) Weather Mitigation Heating/Cooling Allowance	\$	250,000
005	(Concrete) Structural Concrete Allowance for Visitor Entry – Allowance	\$	209,000
006	(Signage) Code Minimum Signage – Allowance	\$	16,800
007	(LV/ERRCCS) Antenna Installation – After Survey - Allowance	\$	200,000
008	(LV/Comm) Additional Communication Drops - Allowance	\$	10,000
009	(Electrical) Site Parkway Lights – Allowance	\$	195,500
010	(Fire Protection) Addition of a Fire Pump - Allowance	\$	250,000
011	(Lightning Protection) Addition of a Lightning Protection - Allowance	\$	140,000
012	(SW Parking Lot) Addition of GCs, GRs, COW (Constructed after Garage Completion) - Allowance	\$	589,729
	Subtotal	\$	2,731,029

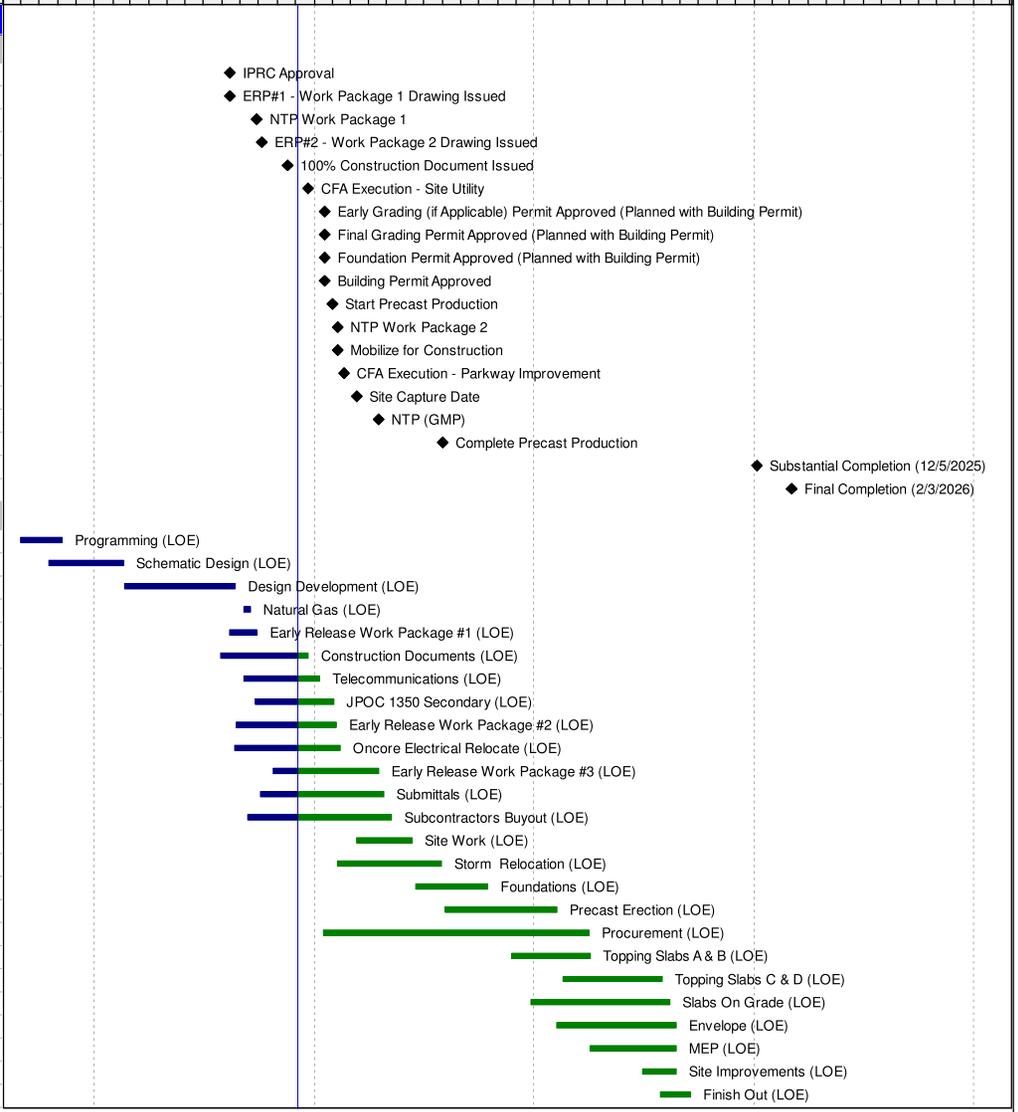
**EXHIBIT 7**  
**DESIGN-BUILDER'S PROJECT SCHEDULE**

[ATTACHED]

Activity ID	Activity Name	OD	RD	Start	Finish	2023												2024												2025												2026												2027
						A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A

JPS PARKING GARAGE - BASELINE - IFC					
Milestones					
M-JPS-100	IPRC Approval	0	0		14-Aug-23 A
M-JPS-120	ERP#1 - Work Package 1 Drawing Issued	0	0		14-Aug-23 A
MNTP1	NTP Work Package 1	0	0	28-Sep-23 A	
M-JPS-130	ERP#2 - Work Package 2 Drawing Issued	0	0		05-Oct-23 A
M-JPS-160	100% Construction Document Issued	0	0		17-Nov-23 A
M-JPS-110	CFA Execution - Site Utility	0	0		22-Dec-23
M-JPS-140	Early Grading (if Applicable) Permit Approved (Planned with Building Permit)	0	0		18-Jan-24
M-JPS-150	Final Grading Permit Approved (Planned with Building Permit)	0	0		18-Jan-24
M-JPS-170	Foundation Permit Approved (Planned with Building Permit)	0	0		18-Jan-24
M-JPS-180	Building Permit Approved	0	0		18-Jan-24
M-1000	Start Precast Production	0	0	31-Jan-24	
MNTP2	NTP Work Package 2	0	0	08-Feb-24	
MMC	Mobilize for Construction	0	0	08-Feb-24	
M-JPS-190	CFA Execution - Parkway Improvement	0	0		20-Feb-24
M-JPS-200	Site Capture Date	0	0	12-Mar-24	
MNTP	NTP (GMP)	0	0	18-Apr-24	
M-1010	Complete Precast Production	0	0		02-Aug-24
MSC	Substantial Completion (12/5/2025)	0	0		06-Jan-26*
MFC	Final Completion (2/3/2026)	0	0		04-Mar-26

Executive Summary					
ES1010	Programming (LOE)	0	0	31-Aug-22 A	08-Nov-22 A
ES1020	Schematic Design (LOE)	0	0	18-Oct-22 A	17-Feb-23 A
ES1030	Design Development (LOE)	0	0	20-Feb-23 A	22-Aug-23 A
ES1140	Natural Gas (LOE)	13	0	06-Sep-23 A	17-Sep-23 A
ES1050	Early Release Work Package #1 (LOE)	30	0	15-Aug-23 A	27-Sep-23 A
ES1040	Construction Documents (LOE)	0	14	31-Jul-23 A	21-Dec-23
ES1150	Telecommunications (LOE)	49	24	06-Sep-23 A	09-Jan-24
ES1130	JPOC 1350 Secondary (LOE)	57	41	25-Sep-23 A	02-Feb-24
ES1060	Early Release Work Package #2 (LOE)	94	44	24-Aug-23 A	07-Feb-24
ES1120	Oncore Electrical Relocate (LOE)	86	47	22-Aug-23 A	12-Feb-24
ES1070	Early Release Work Package #3 (LOE)	91	94	25-Oct-23 A	17-Apr-24
ES1090	Submittals (LOE)	180	100	04-Oct-23 A	25-Apr-24
ES1080	Subcontractors Buyout (LOE)	150	109	13-Sep-23 A	08-May-24
ES1160	Site Work (LOE)	65	65	12-Mar-24	11-Jun-24
ES1110	Storm Relocation (LOE)	122	122	08-Feb-24	30-Jul-24
ES1170	Foundations (LOE)	84	84	17-Jun-24	14-Oct-24
ES1180	Precast Erection (LOE)	125	125	07-Aug-24	06-Feb-25
ES1100	Procurement (LOE)	307	307	17-Jan-24	02-Apr-25
ES1190	Topping Slabs A & B (LOE)	88	88	25-Nov-24	03-Apr-25
ES1200	Topping Slabs C & D (LOE)	116	116	19-Feb-25	01-Aug-25
ES1210	Slabs On Grade (LOE)	160	160	27-Dec-24	13-Aug-25
ES1220	Envelope (LOE)	140	140	07-Feb-25	25-Aug-25
ES1230	MEP (LOE)	100	100	04-Apr-25	25-Aug-25
ES1250	Site Improvements (LOE)	40	40	30-Jun-25	25-Aug-25
ES1260	Finish Out (LOE)	35	35	29-Jul-25	16-Sep-25



Remaining Level of Effort	Remaining Work
Actual Level of Effort	Critical Remaining Work
Actual Work	Milestone





































**EXHIBIT 8  
KEY PERSONNEL: DESIGN-BUILDER AND CONTRACTORS**



**Design Builders Key Personnel**

(Includes List of Key Personnel for the Project, and Estimated Start/End Dates)

		25 Available Lines, "UNHIDE" lines if needed					
<b>Field Administration</b>							
Massie, Jeffrey	IPL	40%	PM6	02/01/24	01/01/26	100.00	23.09
Hildebrand, Scott	Senior Project Manager	100%	PM5	01/15/24	02/01/26	106.86	24.68
Jackson, Brandon	Project Engineer	100%	PM2	02/01/24	02/15/26	106.43	24.58
3 - PM/Office - (Employee & Spouse)	New Hire	100%	PM1	01/15/24	10/01/24	37.14	8.58
						-	-
						-	-
<b>Field Supervision</b>							
		20 Available Lines, "UNHIDE" lines if needed					
White, Shawn	General Superintendent	70%	SUP6	01/15/24	03/01/25	58.71	13.56
7 - SUPT/Field - (Employee & Spouse)	Superintendent-4	100%	SUP4	02/01/24	02/01/26	104.43	24.12
<b>Field Clerical</b>							
		5 Available Lines, "UNHIDE" lines if needed					
Franklin, Kara	Project Accountant	20%	PA4	03/01/24	03/01/26	104.29	24.08
						-	-
						-	-
<b>Field Engineering</b>							
		15 Available Lines, "UNHIDE" lines if needed					
Alvarez, Christopher	Senior Field Engineer	100%	FE5	03/01/24	05/30/25	65.00	15.01
2 - Senior Engineer	Rodman	100%	FE2	03/01/24	05/30/25	65.00	15.01
						-	-
<b>Other Job Supervision - Potere</b>							
		4 Available Lines, "UNHIDE" lines if needed					
3 - PM/Office - (Employee & Spouse)	Preconstruction Manger - Potere	0%	PCM3	02/13/23	09/01/23	28.57	6.60
3 - PM/Office - (Employee & Spouse)	Project Engineer - Potere	100%	PM2	03/01/24	12/01/25	91.43	21.12
7 - SUPT/Field - (Employee & Spouse)	Superintendent - Potere	100%	SUP3	03/01/24	10/01/25	82.71	19.10
7 - SUPT/Field - (Employee & Spouse)							
						-	-
<b>Field Safety</b>							
		5 Available Lines, "UNHIDE" lines if needed					
TBD	Safety Supervisor	100%	SAF3	03/01/24	01/01/26	95.86	22.14
			TOTALS			1,500.71	346.59

**EXHIBIT 8.1**  
**KEY PERSONNEL: ARCHITECT AND CONSULTANTS**

1. Architect:
  - a. Beck Architecture  
810 Hemphill Street  
Fort Worth, Texas 76104
  
2. Consultants
  - a. Structural Engineer:  
DatumRios  
816 Camaron Street, Suite 245  
San Antonio, TX 78212
  
  - b. MEP / Security / Low Voltage:  
B&H Engineering  
511 E. John Carpenter Freeway, Suite 250  
Irving, Texas 75062
  
  - c. Lighting Design:  
The Lighting Practice  
2223 Hawes Avenue, Suite 445  
Dallas, Texas 75235
  
  - d. Civil Engineering / Survey:  
TNP, Inc.  
5237 Riverside Drive, Suite 100  
Fort Worth, Texas 76137
  
  - e. Parking Garage Design / Traffic Engineering / Parking Assistant:  
Walker Parking  
17049 El Camino Real, Suite 202  
Houston Texas 77058
  
  - f. Landscape Architecture:  
Kendall Landscape Architect  
6976 Santa Barbara Drive  
Dallas Texas 75214

**EXHIBIT 9**  
**DESIGN-BUILD LIST OF DRAWINGS AND SPECIFICATIONS**

[ATTACHED]

## Issue for Construction - 100% Specifications

Number	Description	Revision	Issued Date	Received Date	Set
<b>00 - Procurement and Contracting Requirements</b>					
000107	Professional Seals Page	1			Issue for Construction - 100%
000110	Table of Contents	0			Issue for Construction - 100%
003132	Geotechnical Data	0			Issue for Construction - 100%
007200	General Conditions	0			Issue for Construction - 100%
007300	Supplementary Conditions	0			Issue for Construction - 100%
034133	Precast Concrete - Double Tees	0			Issue for Construction - 100%
<b>01 - General Requirements</b>					
011100	Summary of Work	0			Issue for Construction - 100%
012500	Substitution Procedures	0			Issue for Construction - 100%
012519	Substitution Request Form	0			Issue for Construction - 100%
012600	Contract Modification Procedures	0			Issue for Construction - 100%
012613	Requests for Information	0			Issue for Construction - 100%
012900	Payment Procedures	0			Issue for Construction - 100%
013113	Project Coordination	0			Issue for Construction - 100%
013119	Project Meetings	0			Issue for Construction - 100%
013300	Submittal Procedures	0			Issue for Construction - 100%
014000	Quality Requirements	0			Issue for Construction - 100%
014213	Abbreviations and Acronyms	0			Issue for Construction - 100%
014523	Testing and Inspection Services	0			Issue for Construction - 100%
014529	Testing Laboratory Services	0			Issue for Construction - 100%
015000	Temporary Facilities and Controls	0			Issue for Construction - 100%
015723	Temporary Storm Water Pollution Control	1			Issue for Construction - 100%
016000	Product Requirements	0			Issue for Construction - 100%
017329	Cutting and Patching	0			Issue for Construction - 100%
017700	Closeout Procedures	0			Issue for Construction - 100%
<b>02 - Existing Conditions</b>					
024113	Selective Site Demolition	1			Issue for Construction - 100%
<b>03 - Concrete</b>					
031000	Concrete Forming and Accessories	0			Issue for Construction - 100%
032000	Concrete Reinforcing and Embedded Metal Assemblies	0			Issue for Construction - 100%
033000	Cast-In-Place Concrete	0			Issue for Construction - 100%
033500	Concrete Finishing	0			Issue for Construction - 100%

Number	Description	Revision	Issued Date	Received Date	Set
034100	Precast Concrete – Structural Frame	0			Issue for Construction - 100%
<b>00 - Masonry</b>					
040513	Masonry Mortaring	0			Issue for Construction - 100%
040516	Masonry Grouting	0			Issue for Construction - 100%
042000	Unit Masonry	0			Issue for Construction - 100%
047200	Cast Stone Masonry	0			Issue for Construction - 100%
<b>01 - Metals</b>					
051200	Structural Steel Framing	0			Issue for Construction - 100%
055000	Metal Fabrications	0			Issue for Construction - 100%
055220	Barrier Cable Systems	0			Issue for Construction - 100%
<b>02 - Wood, Plastics, and Composites</b>					
061000	Rough Carpentry	0			Issue for Construction - 100%
068316	Fiber-Reinforced Plastic Paneling	0			Issue for Construction - 100%
<b>03 - Thermal and Moisture Protection</b>					
071325	Self-Adhering Sheet Waterproofing	0			Issue for Construction - 100%
071413	Hot Fluid-Applied Waterproofing	0			Issue for Construction - 100%
071800	Traffic Coatings	0			Issue for Construction - 100%
072113	Board Insulation	0			Issue for Construction - 100%
072115	Batt Insulation	0			Issue for Construction - 100%
072500	Weather Barriers	0			Issue for Construction - 100%
072600	Vapor Retarders	0			Issue for Construction - 100%
074213	Metal Wall Panels	0			Issue for Construction - 100%
074243	Composite Metal Wall Panels	0			Issue for Construction - 100%
075200	Modified Bituminous Membrane Roofing	0			Issue for Construction - 100%
076500	Flexible Flashings	0			Issue for Construction - 100%
077233	Roof Hatches	0			Issue for Construction - 100%
078123	Intumescent Mastic Fireproofing	0			Issue for Construction - 100%
078400	Firestopping	0			Issue for Construction - 100%
079100	Preformed Joint Seals	0			Issue for Construction - 100%
079200	Joint Sealants	0			Issue for Construction - 100%
079513	Expansion Joint Cover Assemblies	0			Issue for Construction - 100%
<b>04 - Openings</b>					
081113	Hollow Metal Doors and Frames	0			Issue for Construction - 100%
083100	Access Doors and Panels	0			Issue for Construction - 100%
084113	Aluminum Framed Entrances and Storefront	0			Issue for Construction - 100%
084413	Glazed Aluminum Curtain Walls	0			Issue for Construction - 100%
087100	Door Hardware	0			Issue for Construction - 100%

Number	Description	Revision	Issued Date	Received Date	Set
088000	Glazing	0			Issue for Construction - 100%
<b>04 - Finishes</b>					
092200	Metal Support Assemblies	0			Issue for Construction - 100%
092900	Gypsum Board	0			Issue for Construction - 100%
096513	Resilient Base	0			Issue for Construction - 100%
099100	Painting	0			Issue for Construction - 100%
<b>10 - Specialties</b>					
101423	Interior Panel Signs	0			Issue for Construction - 100%
102600	Metal Fabricated Pipe Protection	0			Issue for Construction - 100%
104413	Fire Extinguishers and Cabinets	0			Issue for Construction - 100%
107313	Metal Canopies	0			Issue for Construction - 100%
107324	Car Shelters	0			Issue for Construction - 100%
<b>11 - Equipment</b>					
111233	Parking Access Revenue Control System (PARCS)	0			Issue for Construction - 100%
<b>12 - Furnishings</b>					
129343	Site Furnishings	0			Issue for Construction - 100%
<b>13 - Special Construction</b>					
133423	Prefabricated Structures (Cashier Booth)	0			Issue for Construction - 100%
<b>14 - Conveying Equipment</b>					
142123	Electric Passenger Elevators	0			Issue for Construction - 100%
<b>21 - Fire Suppression</b>					
210500	Common Work Results for Fire Suppression	0			Issue for Construction - 100%
210553	Identification for Fire-Suppression Piping and Equipment	0			Issue for Construction - 100%
211300	Fire-Suppression Sprinkler	0			Issue for Construction - 100%
<b>22 - Plumbing</b>					
220500	COMMON WORK RESULTS FOR PLUMBING	0			Issue for Construction - 100%
220517	SLEEVES AND SLEEVE SEALS FOR PLUMBING PIPING	0			Issue for Construction - 100%
220523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	0			Issue for Construction - 100%
220529	HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT	0			Issue for Construction - 100%
220553	IDENTIFICATION FOR PLUMBING PIPING AND EQUIPMENT	0			Issue for Construction - 100%
220719	PLUMBING PIPING INSULATION	0			Issue for Construction - 100%
221113	FACILITY NATURAL-GAS PIPING	0			Issue for Construction - 100%
221116	DOMESTIC WATER PIPING	0			Issue for Construction - 100%
221316	SANITARY WASTE AND VENT PIPING	0			Issue for Construction - 100%
221319	SANITARY WASTE PIPING SPECIALTIES	0			Issue for Construction - 100%
221413	FACILITY STORM DRAINAGE PIPING	0			Issue for Construction - 100%
221423	STORM DRAINAGE PIPING SPECIALTIES	0			Issue for Construction - 100%

Number	Description	Revision	Issued Date	Received Date	Set
221429	SUMP PUMPS	0			Issue for Construction - 100%
224000	PLUMBING FIXTURES	0			Issue for Construction - 100%
224019	PLUMBING SPECIALTIES	0			Issue for Construction - 100%
<b>23 - Heating, Ventilating, and Air Conditioning (HVAC)</b>					
230510	BASIC MECHANICAL REQUIREMENTS	0			Issue for Construction - 100%
230513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	0			Issue for Construction - 100%
230529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	0			Issue for Construction - 100%
230548	VIBRATION AND SEISMIC CONTROLS FOR HVAC	0			Issue for Construction - 100%
230553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	0			Issue for Construction - 100%
230593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	0			Issue for Construction - 100%
230713	DUCT INSULATION	0			Issue for Construction - 100%
230900	INSTRUMENTATION AND CONTROL FOR HVAC	0			Issue for Construction - 100%
232300	REFRIGERANT PIPING	0			Issue for Construction - 100%
233113	METAL DUCTS	0			Issue for Construction - 100%
233300	AIR DUCT ACCESSORIES	0			Issue for Construction - 100%
233423	HVAC POWER VENTILATORS	0			Issue for Construction - 100%
233713	DIFFUSERS, REGISTERS, AND GRILLES	0			Issue for Construction - 100%
235123	GAS VENTS	0			Issue for Construction - 100%
237416	PACKAGED ROOFTOP AIR-CONDITIONING UNITS	0			Issue for Construction - 100%
238126	SPLIT-SYSTEMS AIR-CONDITIONING SYSTEMS	0			Issue for Construction - 100%
238239	UNIT HEATERS	0			Issue for Construction - 100%
<b>26 - Electrical</b>					
260500	Common Work Results for Electrical	0			Issue for Construction - 100%
260519	Low-Voltage Electrical Power Conductors and Cables	0			Issue for Construction - 100%
260526	Grounding and Bonding for Electrical Systems	0			Issue for Construction - 100%
260529	Hangers and Supports for Electrical Systems	0			Issue for Construction - 100%
260533.13	CONDUIT FOR ELECTRICAL SYSTEMS	0			Issue for Construction - 100%
260533.16	BOXES FOR ELECTRICAL SYSTEMS	0			Issue for Construction - 100%
260543	Electrical Underground Ducts, Ductbanks, and Manholes	0			Issue for Construction - 100%
260553	Identification for Electrical Systems	0			Issue for Construction - 100%
260573	Power System Analysis	0			Issue for Construction - 100%
260573.13	SHORT-CIRCUIT STUDIES	0			Issue for Construction - 100%
260923	Lighting Control Devices	0			Issue for Construction - 100%
262200	Low Voltage Transformers	0			Issue for Construction - 100%
262413	Switchboards	0			Issue for Construction - 100%
262416	Panelboards	0			Issue for Construction - 100%
262550	Docking Stations for Generators	0			Issue for Construction - 100%

Number	Description	Revision	Issued Date	Received Date	Set
262726	Wiring Devices	0			Issue for Construction - 100%
262813	Fuses	0			Issue for Construction - 100%
262816	Enclosed Switches and Circuit Breakers	0			Issue for Construction - 100%
263600	Transfer Switches	0			Issue for Construction - 100%
264113	Lightning Protection for Structures	0			Issue for Construction - 100%
264313	Low Voltage AC Surge Protection Devices	0			Issue for Construction - 100%
265000	Lighting	0			Issue for Construction - 100%
<b>26 - Communications</b>					
270010	Supplemental Requirements for Communications	0			Issue for Construction - 100%
270500	Common Work Results for Communications	0			Issue for Construction - 100%
270526	Grounding and Bonding for Communications Systems	0			Issue for Construction - 100%
270528	Pathways for Communications Systems	0			Issue for Construction - 100%
270529	Hangers and Supports for Communications Systems	0			Issue for Construction - 100%
270536	Cable Trays for Communications Systems	0			Issue for Construction - 100%
270543	UNDERGROUND DUCTS AND RACEWAYS FOR COMMUNICATIONS SYSTEMS	0			Issue for Construction - 100%
270544	Sleeves and Sleeve Seals for Communications Pathways and Cabling	0			Issue for Construction - 100%
270553	Identification for Communications Systems	0			Issue for Construction - 100%
271100	Communications Equipment Room Fittings	0			Issue for Construction - 100%
271116	Communications Racks, Frames, and Enclosures	0			Issue for Construction - 100%
271313	Communications Copper Backbone Cabling	0			Issue for Construction - 100%
271323	Communications Optical Fiber Backbone Cabling	0			Issue for Construction - 100%
271513	Communications Copper Horizontal Cabling	0			Issue for Construction - 100%
271700	Testing of Structured Cabling Systems	0			Issue for Construction - 100%
<b>27 - Electronic Safety and Security</b>					
280010	Supplemental Requirements for Electronic Safety and Security	0			Issue for Construction - 100%
280513	Conductors and Cables for Electronic Safety and Security	0			Issue for Construction - 100%
281000	Access Control	0			Issue for Construction - 100%
281400	Access Control System Hardware	0			Issue for Construction - 100%
281500	Integrated Access Control Hardware Devices	0			Issue for Construction - 100%
281524	EMERGENCY PHONE SYSTEM	0			Issue for Construction - 100%
282000	Video Surveillance	0			Issue for Construction - 100%
283111	Addressable Integrated Voice Fire Alarm System	0			Issue for Construction - 100%
<b>31 - Earthwork</b>					
310000	Earthwork	1			Issue for Construction - 100%
312333	Trenching and Backfilling	1			Issue for Construction - 100%
313116	Termite Control	0			Issue for Construction - 100%
316329	Drilled Piers	0			Issue for Construction - 100%

Number	Description	Revision	Issued Date	Received Date	Set
321313	Concrete Paving	0			Issue for Construction - 100%
321510	Sandblast Concrete Finishes	0			Issue for Construction - 100%
321512	Colored Concrete	0			Issue for Construction - 100%
321713	Parking Bumpers	0			Issue for Construction - 100%
321723	Pavement Markings	0			Issue for Construction - 100%
321900	Walk Road & Parking Appurtenances	0			Issue for Construction - 100%
328001	LANDSCAPE IRRIGATION SYSTEM	0			Issue for Construction - 100%
328011	Irrigation Record Document	0			Issue for Construction - 100%
328021	Irrigation Drip	0			Issue for Construction - 100%
328401	Irrigation Sleeves	0			Issue for Construction - 100%
329100	General Planting	0			Issue for Construction - 100%
329105	Plant Selection	0			Issue for Construction - 100%
329119	Topsoil and Finish Grading	0			Issue for Construction - 100%
329223	Solid Sod	0			Issue for Construction - 100%
329333	Shrub and Groundcover Planting	0			Issue for Construction - 100%
329343	Tree Planting	0			Issue for Construction - 100%
331000	Water Utilities	1			Issue for Construction - 100%
333000	Sanitary Sewerage Utilities	1			Issue for Construction - 100%
334000	Storm Drainage Utilities	1			Issue for Construction - 100%
334600	Subdrainage	0			Issue for Construction - 100%

**EXHIBIT 10  
DESIGN-BUILDER-OWNED EQUIPMENT RENTAL RATES**



**Design-Builder-Owned Equipment Rental Rates**

**Equipment Maintenance / Repair & Fuel Services**

**1) WORK ORDER**

- a. All parts, supplies and sublet services will be itemized.
  - i. Parts, supplies and sublet services are billed at cost plus 10%.
  - ii. Miscellaneous shop supplies, i.e. - rags, WD-40, etc. are not itemized. These items are billed at 10% of labor cost.
- b. Shop service labor rate is \$105.00 per hour.
- c. Field service labor rate is \$120.00 per hour.
  - i.
  - ii. Time is billed portal to portal.
- d. Prices subject to increase due to fuel, labor, and other cost increases outside of H.C. Beck LTD control.

**2) FUEL SALES**

- a. Fuel deliveries are scheduled through the service manager and coordinated with the lube truck driver.
  - i. Fuel pricing is variable based on current market prices, Fuel will be billed as follows:
    - 1. Pumped volume per trip => 50 gallons- cost plus \$1,50 per gallon.
    - 2. Pumped volume per trip =< 50 gallons- cost plus \$3,00 per gallon
- b. Rental equipment returned must be refueled, Fuel for returned rental equipment not filled will be billed at cost plus \$3,00 per gallon.
- c. Prices subject to increase due to fuel, labor, and other cost increases outside of H.C. Beck control.

Notwithstanding anything to the contrary in this Exhibit 10, all prevailing wage rates shall apply in accordance with Tex. Govt. Code § 2258.



## Hauling and Logistic Services

Delivery, return, and other logistics activities are charged as indicated below:

- Equipment delivery and pick up will have a minimum charge of \$85
- Pickup trucks have a fixed rate of \$85.00 per hour, based on regular work hours, (premium time charged at 1 1/2 times normal rate)
- Flatbed truck & trailer have a fixed rate of \$100.00 per hour, based on regular hours, (premium time charged at 1 1/2 times normal rate)
- Logistic activities from an outside supplier (managed by the Equipment Department) will be billed to the job at cost plus 10%.

Extra Man Charges:

- \$55.00 per hour per extra man - regular time
  - \$75.00 per hour per extra man - premium time
- Logistic pricing subject to change due to fuel, labor and other factors outside of H.C. Beck control.
  - Time begins when leaving Equipment Dept., F.O.B. Grapevine and ends upon return to Equipment Dept.
  - Holiday rate will be charged at 2 times the normal rate.

### Notes:

- Bare rental rates exclude operator, sales taxes, individual property tax, insurance, environmental fees, freight, fuel, repairs, lubricants, license fees, and registration fees. All rates are quoted F.O.B. Equipment Division, Dallas, Texas.
- Fleet vehicles are charged monthly if the employee-owner is assigned to the project, not subject to aggregate rental limits.
- Rent may be charged out at an hourly rate based on 2,080 hours (about 3 months) per year.
- A fee of \$50.00 will be charged annually for each Motor Vehicle Record Request (driver license check).
- Parking/toll road violations that are unpaid will be processed through the Equipment Division and billed back to project/departments. Jobs will be charged actual cost, plus \$75.00 for handling and record keeping for each violation.
- All other expenses will be billed back to the project/departments.
- Insurance and fair market values (FMV) are determined by Black Book - retail, extra clean.
- Drivers must have Motor Vehicle Record (MVR) checks before being assigned.
- Vehicle Allowances require HR and Equipment Department approval. Reimbursement must include 100% of ALL costs.

Notwithstanding anything to the contrary in this Exhibit 10, all prevailing wage rates shall apply in accordance with Tex. Govt. Code § 2258



**Major Equipment**  
(Primarily based on \$10,000 value or greater)

Description	Model	Monthly Bare Rental
AIR COMPRESSOR	185 CFM PORTABLE	\$625
BOX BLADE - TRACTOR	455D / 210 / 212 - 60 to 69 HP	\$1,500
BUS - 15 PASSENGER SHUTTLE/VAN	Like a Rental Car Shuttle	\$1,600
¾ ton Truck	Truck	\$1,100
FORKLIFT - WAREHOUSE	4,000 - 4,999 LB.	\$760
FORKLIFT W/EXT. BOOM	5,000 LB. / 34'	\$2025
FORKLIFT W/EXT. BOOM/4WD	8,000 / 40'	\$2400
FORKLIFT W/EXT. BOOM/4WD	10,000 / 50'	\$3295
GENERATORS	80kw	\$1,600
LIGHT TOWER	4,000 W THROUGH 7KW	\$550
UTILITY VEHICLE 2-SEATER	RTV900 4WD	\$450
UTILITY VEHICLE 4-SEATER	4 WD	\$550
POWER BUGGY - RIDING	15-19 CU FT	\$825
SKID STEER LOADER	1751 - 1899 LBS.	\$1,700
SKID STEER LOADER	2001-2599 LBS. AND OVER	\$1850
SKID STEER LOADER	2800 LBS AND OVER	\$2200
Mini Ex	4.1-5.0 M ton	\$ 2500
STREET SWEEPER	8' SELF-PROPELLED BROOM	\$1,550
STREET SWEEPER - ENCLOSED	CABOVER - SINGLE ENGINE	\$2,000
TELESCOPIC BOOM - SELF PROPELLED	45' / GAS-DIESEL	\$1,650
TELESCOPIC BOOM - SELF PROPELLED	60' / GAS-DIESEL	\$2,200
TELESCOPIC BOOM - SELF PROPELLED	80' / GAS-DIESEL	\$4,150
SCISSOR LIFT - 19'	SCISSOR LIFT - 19'	\$400
ROBOT TOTAL STATION	TRIMBLE	\$2,200
Trailer - 4yd DUMP	4 CYD	\$850
WAGON - WATER	500 GAL.	\$900
WELDING MACHINE	300 AMP TOWABLE	\$450

**Attachments to Major Equipment**

Description	Model	Monthly Bare Rental
FORKLIFT:		
CONCRETE POURING BUCKET	UP TO 1 CY	\$350
LOADER BUCKET	ALL	\$379
UNLOADER:		
AUGER		\$700
AUGER BIT (EXTRA)	12" - 36"	\$272
BREAKER	500 - 750#	\$1,407
BUCKET - CONCRETE POURING	ALL	\$644
FORKS	ALL	\$340
GRAPPLE BUCKET	ALL	\$814



**Minor Equipment**  
(Primarily based on less than \$10,000 value)

Description	Model	Monthly Bare Rental
BARRIER WALL - Water	ALL	\$30
BARRIER WALL - Fence	ALL	\$30
BUGGY – TRASH	ALL	\$50
CONCRETE BUCKET	UP TO 1 CY	\$350
CONCRETE BUCKET	1.25 - 2 CY	\$550
CONCRETE BUCKET	2.25 - 3.5 CY	\$700
CONCRETE CHUTE	ALL	\$125
CONCRETE SAW - CUT OFF	ALL	\$450
CRANE MATS	ALL	\$300
DRILL ROCK	50 LBS. AND OVER	\$450
FAN - DUCT BLOWER	ALL	\$200
FAN - PORTABLE SHOP	30 - 36"	\$200
FAN - PORTABLE SHOP	42" AND OVER	\$250
GENERATOR - PORTABLE	5 KW TO 7 KW	\$555
GEORGIA BUGGY	ALL	\$125
HAMMER	CHIPPER – 30 LBS	\$300
HAMMER	RIVET - ALL	\$325
HAMMER	ROTARY/DRILL/ELECTRIC+F429 - ALL	\$450
HEATER - SPACE	200K BTU	\$400
HOSE - DISCHARGE	2" - 3" X 50' SECTION	\$90
HOSE - DISCHARGE	4" - 6" X 50' SECTION	\$191
HOSE - SUCTION	2" - 3" X 20' SECTION	\$85
HOSE - SUCTION	4" - 6" X 20' SECTION	\$175
LASERS	VERTICAL/HORIZ.	\$600
LASER EYE	EXTRA	\$145
LIGHT TOWER / PORTABLE	2 X 500 W Tripod mounted	\$50
LEVEL / ELECTRONIC	AUTOMATIC	\$95
NEGATIVE AIR MACHINE		\$400
MORTAR MIXER	7 - 9 CUBIC FT.	\$550
PAVEMENT BREAKER	56 - 70 LB.	\$300
PAVEMENT BREAKER	80 - 90 LB.	\$350
PRESSURE WASHER	UP TO 1500 LB PSI	\$500
PUMP - SUBMERSIBLE	1.5" - 2.0" LIGHT/HEAVY - ELECTRIC	\$300
PUMP - TRASH / PLUS HOSES - GAS	UP TO 2,0"	\$375
PUMP - TRASH / PLUS HOSES - GAS	3,0" - 4,0"	\$550
TAMPER - RAMMER (GAS)	ALL	\$650
TAMPER - PLATE (GAS)	TO 95KG (200 LBS)	\$650
TRAILER - CONEX	20' CONEX STORAGE TRAILER	\$150
TRAILER – CONEX Temp Elec	Temp Elec	\$600
TRAILER - UTILITY	16' FLAT BED	\$531
VIBRATOR W/SHAFT & HEAD	UP TO 3 HP	\$150
WELDER 50' GROUND / 100' LEADS	201 - 300 AMP	\$350



## **Fleet Vehicles**

The rate will apply to all new vehicles and those that are already in use. Not standard vehicles will be rented at an appropriate rate calculated on purchase price, interest, and Tax/title/license fee.

- **Base Monthly Rental:**

Sup, FE, Safety 2-4, 4x4 Ram 1500tradesman, \$1573.00

SENIOR SUPERINTENDENT II (SUP5), 4X4 CREW CAB F150 XLT, \$ 1700.00

GENERAL SUPERINTENDENT (SUP6), 4X4 CREW CAB F150 LARIAT \$ 1945.00

4x4 Ram 1500 SLT, \$1926.00

- Sups 5 & 6 have an option of a truck allowance or company vehicle
- Sup 5 \$10,800 and Sup 6 \$11,400 annual added to your salary and fuel card for business use only, or expense mileage for business trips greater than 50 miles. You cannot use both together.

- **Insurance Monthly Rate:**

- Insurance Corporate Rate \$226.00
- Maintenance Corporate Rate \$175.00



LOCATING FEE SCHEDULE	
Job Description	Standard Rate
Project Manager	\$150/hour
SUE Manager	\$95/hour
Locator	\$95/hour
CADD Technician	\$95/hour
Technical Support	\$75/hour
Designating Truck	\$85/hour
Locating Truck w/2-man crew (4hr min)	\$1762.00 Daily
Mileage (outside 75-mile radius of the Beck warehouse)	\$0.655/mile
Lodging	\$120/day
Meals	\$40/day
* 8,25% tax will be added to all equipment cost	

**Work Hours:**

- a. Regular operating hours are defined as 7:00 am to 3:30 pm, Monday through Friday - excluding holidays.
- b. Time is billed from portal to portal.
- c. Hours outside of regular hours will be billed at a Premium Rate of 1 ½ times the normal rate - excluding holidays.
- d. Holiday Rate is 2 times the normal rate from 7:00 am to 3:30 pm.
- e. Holiday Premium hours (before 7:00 am or after 3:30 pm) are billed at 2 ½ times the Normal Rate.

Notwithstanding anything to the contrary in this Exhibit 10, all prevailing wage rates shall apply in accordance with Tex. Govt. Code § 2258



## General Notes

### **TEXAS DIESEL SURCHARGE**

A 2% surcharge on the rental of all construction equipment with a 50 hp or larger diesel engine will be charged.

### **MAJOR EQUIPMENT >\$10,000.00**

Major Equipment Rental Rates exclude taxes, environmental fees, fuel, insurance, repairs, lubricants, license fees and registration fees.

All rates are quoted F.O.B. H.C. Beck Equipment Department, Dallas, Texas.

Fair Market Value on Major Equipment is determined as follows:

- o Equipment > \$10,000 = Equipment Watch - Green Guide
- o NOT IN GUIDE = Vendor quote in local market for like item

### **Monthly Rental Rates on Major and Minor Equipment**

- o Monthly Rate = 30 days (about 4 and a half weeks) or 176 hours (whichever occurs first)
- o 3 weeks = 1 Month Rate
- o 3 days = 1 Week Rate

### **EXCESSIVE HOURS CHARGE**

Machine hours more than 176 per month will be charged using the AED method.

### **MINOR EQUIPMENT < \$10,000.00**

Minor Equipment Rental Rates exclude taxes, environmental fees, fuel, insurance, repairs, lubricants, license fees and registration fees.

All rates are quoted F.O.B. H.C. Beck Equipment Department, Dallas, Texas. FMV's for minor equipment is pooled by asset class and then averaged.

Fair Market Value on Minor Equipment is determined as follows:

- o Equipment FMV < \$10,000 = Vendor quote in local market for like item

### **Fair Market Value on Vehicles are determined as follows:**

- o NEW (<1 year old) = MSRP plus tax per NADA Black Book

### **Equipment Safety Training**

Course Instructor will be provided at \$125.00 per hour. Training material, supplies, travel charges, etc. are not included and will be charged separately.

Notwithstanding anything to the contrary in this Exhibit 10, all prevailing wage rates shall apply in accordance with *Tex. Govt. Code § 2258*

**EXHIBIT 11**  
**APPROVED WORK PACKAGE AUTHORIZATIONS INCLUDED IN THE GUARANTEED MAXIMUM**  
**[ATTACHED]**

**EXHIBIT 12**  
**DESIGN-BUILDER'S QUALITY CONTROL PLAN**

[ATTACHED]

# QUALITY CONTROL PROGRAM



## JPS – Parking Garage

Project 9A9001

175 W. Magnolia Avenue

Fort Worth, TX 76104



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## Section 1

# **PURPOSE AND PROJECT MISSION STATEMENT**

The purpose of this Quality Control Program is to provide a specific yet manageable process for achieving the highest quality requirements set forth by the contract documents, for the JPS Parking Garage project.

The goal of the program is to affirm quality as the result of a commitment to performing every job with the highest level of quality possible. The program establishes an atmosphere and framework in which positive attitudes concerning quality are nurtured and reinforced.

A **Continuous Improvement** philosophy will be maintained throughout the quality process by measuring our success in achieving the project milestones and quality benchmarks and then striving to improve our performance in them.

A **Root Cause Analysis** will be used if there is a major issue with quality or if a pattern of quality issues are discovered. A published report will be developed from the root cause analysis and shared with the appropriate parties involved with the quality issue.

### **Project Mission Statement:**

We, the Beck-Potere JV-Potere Joint Venture Team, in the spirit of innovation and cooperation, are committed to delivering the highest quality project possible, utilizing leading edge technology and an integrated team project approach, on time with client satisfaction.

### **Project Quality Goals:**

- Early and Frequent Communication
- Establishing Expectations of Subcontractors
- Field Review of Quality Installations
- Minimal Punch List
- No Rework
- No Discontinuities in the process
- Achieve a showplace housekeeping record

### **Attitude**

Positive can do - will do whatever it takes to get the job done in the safest manner with the highest quality work.



## Section 2

# **PRO-ACTIVE QUALITY CONTROL ACTION PLANS**

### **A. Pre-Construction Requirements**

Prior to commencing work on the site, the awarded subcontractor/supplier conducts orientation of their workers and becomes familiar with the specifications, project drawings, and project schedule.

### **B. Pre-Installation Conference**

Prior to performing certain scopes of work, as required by the Contract Documents, or identified in this plan, subcontractors will attend a pre-installation conference. Project documents (applicable submittals) are reviewed, schedules are reviewed and coordinated, and dependent and precedent subcontractors/manufacture/suppliers are included to provide a seamless understanding of scope of work.

### **C. BECK-POTERE JV Required Independent Design Reviews**

- 1) MEP Design Review (Beck-Potere JV MEP Coordinators)
- 2) Certified Site and Building Survey. (Marshall Lancaster & Associates)
- 3) 3<sup>rd</sup> Party Roofing, Waterproofing, and Envelope Review (CDC – Owner Consultant)
- 4) 3<sup>rd</sup> Party Structural Design Review (Walter P. Moore, or Brockett Davis Drake)
- 5) 3<sup>rd</sup> Party ADA Design Review (Beck-Potere JV ADA Coordinator – Terrence Marler)

### **D. Quality Walk-Throughs**

Beck-Potere JV project team walk through the project on a daily basis to identify any installation or material that is not up to standards or compliant with installation shop drawings. These reviews will help the construction team further define the owner's idea of a quality project. These standards will be the benchmark of further work and will immediately identify any need for rework prior to punch list. These items will be designated as observations and will be recorded and tracked using Procore. The team will also track observations noted in Architect, Design Consultant, and QA inspection reports to ensure that the items are properly distributed to the subcontractors and tracked until they are resolved.

The first Installation Inspection will be completed immediately following the first installation by major scopes of work. These will be done based on the priority of the owner, designers and contractor.

### **E. Procore**

The Beck-Potere JV project team will setup and maintain the construction documentation management and QC process for this project using a software called Procore, including tracking deficiency items, contract documents, submittals, coordination drawings, pre-installation check lists, and shared document folders. Beck-Potere JV will establish a training session for the Owner, Design Team, and Subcontractors not familiar with program to provide a basic understanding of the software, process, and implementation for the project.



**Observations (Installation Deficiencies):**

- Observation types will be established based on previous software experience, custom “per project” requirements and as determined to help track special project milestones or definitions assigned by the owner or design team.
- Observations will be assigned in Procore by the Beck-Potere JV project team members. Owner’s representatives, and design consultants will ideally be escorted by a Beck-Potere JV representative during jobsite visits. If an observation is noted during a visit by an owner’s representative, or a design consultant, these should be brought to the attention of the Beck-Potere JV escort so a photo can be taken, exact location noted, and the observation created in Procore at that time and assigned to the responsible subcontractor. Each subcontractor will assign an individual to receive and send notifications of observations. They shall be responsible for reviewing the installation, managing the correction of the items and returning the observation back to Beck-Potere JV (including photo showing the correction), once an item has been completed.
- Procore has the capability of assigning specific inspections to rooms, tasks or areas of the project. An example of a specific inspection may include ADA (TAS) verifications within restrooms. Beck-Potere JV will develop and issue specific inspection check lists for use on this project to assure items are being verified as construction is being completed. These checklists will be assigned to specific subcontractors or specific members to assure communication of the item(s) with the project team.
- Pre-functional checklists/inspections will be uploaded into this module and each subcontractor will be responsible for completing this document before calling the Building Inspectors to the project for an inspection of the specific scope of work.



## Section 3

# **KEY QUALITY ACTIVITIES**

## **Precast Structure**

### **Preconstruction**

Beck-Potere JV will review drawings and specifications for accuracy and constructability issues.

1. Beck-Potere JV will assure the timely submission of shop drawings and other submittal requirements from the concrete supplier, embed supplier, reinforcing supplier, and structural steel supplier.
2. Beck-Potere JV will coordinate fabricator testing requirements with Coreslab, and assist with Owner Testing Lab for fabrication plant inspections, and distribution lists for cylinder tests, etc.
3. Beck-Potere JV, as well as Architect, Structural Engineer, and Owner will be invited for monthly visits to the Coreslab fabrication facility to review and observe casting beds, and fabricated components during production.
4. Beck-Potere JV will schedule pre-installation conference with the owner, design team, consultants, subcontractors and suppliers to review the contract documents, and building model regarding the following:
  - Constructability, Schedule & Sequencing
  - Crane Mobilization, Set-up and Inspections, Pick-Plans
  - Erection Fall Protection Plans
  - Welding Plans – Hot work permits
5. Coordination of Embeds for Exterior Skin, Barrier Cable, & Steel, as well as any MEP Sleeves, or other block-outs or penetrations larger than 10”.
6. A 3<sup>rd</sup> party review of Structural Documents, and General Engineering Parameters of the Precast Design will be completed and submitted to the Structural Engineer of Record, and Coreslab’s Precast Engineer to allow for review, consideration, and documentation.
7. Beck-Potere JV, Owner Testing Company, and the City of Fort Worth will conduct welding inspections. The structural engineer of record, and Coreslab’s Precast Engineer will also make periodic inspections.

### **Layout & Placement**

Layout and Placement of Precast Structure will be completed by the Precast Erection Subcontractor. Beck-Potere JV’s field staff will verify accuracy of subcontractor’s layout and conformance with contract documents.

### **Construction**

1. Beck-Potere JV staff will visually do daily safety walks to ensure a safe project.
2. Beck-Potere JV will check pick plans, erection sequencing, and bracing, etc. during erection.
3. Beck-Potere JV staff will check all embeds and sleeves for proper placement.
4. Beck-Potere JV staff will coordinate random elevation and layout verifications.
5. Beck-Potere JV staff will confirm proper mix design concrete is being placed at proper locations.
6. Beck-Potere JV staff will call-in weld inspections as required by the Contract Documents.
7. Beck-Potere JV may use Laser Scanning, or other means to verify all edge of slab, structural openings, deck elevations, and precast placement.

### **Completion Inspection**

Beck-Potere JV will conduct a thorough inspection of complete system. Any required work will be completed prior to MEP piping and Topping Slab Placement.

## Turnkey Concrete

### **Pre-Construction**

Beck will review drawings and specifications for accuracy and constructability issues.

1. Beck-Potere JV will assure the timely submission of shop drawings and other submittal requirements from the concrete supplier, embed supplier, reinforcing supplier, and structural steel supplier.
2. For each phase of the work (Piers, Grade Beams, Walls, Topping Slabs, Slab on Grade, Site Retaining Walls, Site Paving and Sidewalks) Beck-Potere JV will schedule pre-installation conference with the owner, design team, consultants, subcontractors and suppliers to review the contract documents regarding the following:
  - Constructability
  - Mix designs, admixtures, pump ability/workability
  - Types of concrete finishes
  - Testing lab requirements
  - Review proposed construction schedule and sequence
3. Coordination of embeds for steel or skin elements, and MEP Sleeves/cores locations.
4. Coordination of Edge Form Details for Topping Slabs, Formwork Design for one-sided and two sided walls.
5. Coordination of Carton Forms and Void Retainer Panels, Vapor Barrier, and other Misc Concrete Accessories.
6. A 3<sup>rd</sup> party review of Structural Documents will be completed and submitted to the Structural Engineer of Record to allow for review, consideration, and implementation of required corrections into a subsequent ASI.
7. Beck-Potere JV, Owner Testing Company, and the City of Fort Worth will conduct slab inspections prior to pours. The structural engineer of record will also make periodic inspections.

### **Layout & Placement**

Layout and Placement for Turnkey Concrete will be completed by the Concrete Subcontractor. Beck-Potere JV's field staff will verify accuracy of subcontractor's layout and conformance with contract documents.

### **Mock-Ups**

Mock-ups will be utilized to define the quality expectations for finishes (level of Broom Finish, etc.), and any integral color sidewalks, etc. Wherever possible the same construction means and methods used in the final construction will be used on the mock-ups.

### **Construction**

1. Beck-Potere JV will develop specific pre-pour checklists in Procore to manage each phase of the work (Piers, Grade Beams, Walls, Topping Slabs, Slab on Grade, Site Retaining Walls, Site Paving and Sidewalks). Each Pre-pour Checklist shall included the following applicable items:
  - a. Formwork and rebar sign-off by concrete QC representative, and Beck-Potere JV prior to Engineer's formal rebar inspection, testing lab, and City.
  - b. All embeds and sleeves placement shall be confirmed by concrete QC representative, and Beck-Potere JV.
  - c. All embedded electrical floor boxes, plumbing drains, & clean-outs shall be confirmed by the MEP trade QC representative, concrete QC representative and Beck-Potere JV.
  - d. Beck-Potere JV Field Engineering staff will establish elevation control. The concrete QC representative, will hand shoot elevations during slab pours for thickness verification, and tracking. Beck-Potere JV Field Engineering staff will verify this during each pour.
  - b. Concrete QC Representative, and Beck-Potere JV staff will confirm proper mix design concrete is being placed at proper locations.
8. Beck-Potere JV staff, and Concrete QC Representative will monitor concrete test cylinder break reports for proper strength.
9. Concrete QC Representative will oversee formwork stripping operations, and removal of nails, scale, and debris for inspection by Beck-Potere JV. Any patching needed as a result of formwork stripping operations shall be scheduled for repairs by the Concrete QC representative.

10. Concrete Subcontractor shall manage pour break, and control joint coordination drawings, and ensure that their field team uses the approved drawings to tool all joints in the correct locations. Where possible layout of these joints shall be completed and reviewed by Beck-Potere JV representative prior to tooling (topping slabs), or saw-cutting joints (SOG).

### **Close Out**

Beck-Potere JV will conduct a thorough inspection of complete system. Any required work will be completed prior to final acceptance by Owner. All manufacturers will provide written cleaning and maintenance instructions.

## **Exterior Skin – Masonry, Curtain Wall, and Metal Panels**

### **Preconstruction**

1. Beck-Potere JV will review drawings and specifications for accuracy and constructability issues and will assure the timely submission of shop drawings and other submittal requirements from the Masonry, Metal Panels, Glass and Glazing, Waterproofing, and Roofing Subcontractors.
2. Verify compatibility of sealants for related work. Identify all substrates to receive caulking, and prepare adhesion testing for each. Identify whether or not primer will be required for caulking.
3. Verify compatibility of all waterproofing materials used by different trades. If possible, all waterproofing materials should be single sourced to minimize compatibility issues.
4. Develop comprehensive scope of work that clarifies responsibilities and any vague areas from the contract documents.
5. Select qualified subcontractors that are capable of performing the required work.
6. Review of design review comments from CDC with subcontractors and manufacturer's representatives to help confirm water tightness and integrity while maintaining design. Team will address all concern noted in the report(s).
7. Thoroughly review submittals for constructability and compatibility with adjacent work.
8. Beck-Potere JV will coordinate with Mason, Glazer, and Metal Panel Subcontractor to ensure adjacent work is protected from possible damages during the installation of their scope of work.
9. Beck-Potere JV will schedule separate pre-installation conferences with the owner, design team, consultants, subcontractors and suppliers for each skin element to review the contract documents regarding the following:
  - Constructability, Details, and Schedule
  - Materials, Methods, Compatibility – Comments from CDC
  - Any Testing lab requirements (Mortar Testing, or CDC Inspections, etc)
  - Mock-up or First Installation Inspection Coordination
  - Fall Protection Plans, and Access Requirements (Scaffolding, Boom Lift, etc.)

### **Layout & Placement**

Layout and Placement of Exterior Skin Elements will be completed by the responsible Subcontractor. Beck-Potere JV's field staff will verify accuracy of subcontractor's layout and conformance with contract documents.

### **Mock-Ups**

Mock-ups for the exterior will be built on site prior to the work occurring in the final construction. Primarily, these mock-ups will be used as a basis for the level of quality for the exteriors in the final construction. Additionally, these mock-ups will be used for validation of finish selections and constructability review for specific details. Wherever possible, the same construction means and methods used in the final construction will be used on the mock-ups. The Quality Control plan used on the final construction will also be used on the mock-ups including supervision, cover-up inspections, sealant adherence testing and Contractor punch.

### **Construction**

1. Provide first installation quality review to demonstrate water tightness, functionality and aesthetics.
2. Review and take action on consultants comments related to shop drawings.
3. Inspect areas to receive work for conformance to plan dimensions and specifications prior to allowing subsequent work to be installed.
4. Prior to beginning work subcontractor shall inspect and accept the previously placed work upon which his/her installation shall be placed.

5. Beck-Potere JV will hold subcontractors responsible for quality and require a dedicated on-site quality control manager. This person may or may not have other duties on the project.
6. Beck-Potere JV staff will visually do daily safety walks to ensure a safe project.
7. Beck-Potere JV staff will check for JHA's, and Inspections for Access Equipment.
8. Beck-Potere JV staff will check masonry reinforcing/dowel placement, and anchorages of Curtain Wall, and Metal Panel Framing.
9. Beck-Potere JV staff will verify proper elevations, and wall plumbness during installation.
10. Beck-Potere JV staff will confirm proper mix design concrete for grout and mortar.
11. Beck-Potere JV staff will monitor lab test reports.
12. Implement testing procedures to monitor water tightness of systems (Curtain Wall and Masonry Elements only, Metal Panels are perforated rain screens).
13. Assign responsibility for providing access for Inspections by Beck-Potere JV, Architect, and Design Consultants, and CDC (via boom lifts, drone, scaffolds, etc.) to perform visual inspections for each system.
14. Beck-Potere JV will require 100% review for cover-up inspections. This requires inspection of the waterproofing installation by a designated QC Representative prior to cover-up by any follow-on materials. Inspections will be recorded either via check-list in Procore. Once an installed portion of Waterproofing material is approved it will be physically marked in the field. Subsequent work will not start until the Waterproofing has been marked, inspected and approved. Crews will be trained to review areas for these designated acceptance markings prior to cover-up. Photo-documentation of areas will also be maintained for this process. Manufacturer's Representatives will make on-site visits to review installed work at regular intervals and resolve to any outstanding issues.
15. Beck-Potere JV personnel to make regular and frequent inspections as installation progresses to verify quality of the following:
  - Attachments (bolting, welding, adhesion).
  - Aesthetics (colors, finishes, alignments).
  - Delivered materials are properly stored and comply with specifications.
  - Verify materials delivered on-site match submitted materials.
  - Materials are properly staged in the areas they are being installed.
  - Caulking and sealants will be checked for compatibility with substrates, width and depth, aesthetic quality of caulk, joints and proper bonding of sealants to surfaces.
16. Beck-Potere JV will ensure that finished materials are protected before and after installation by the responsible subcontractors. Glazer will be installing protection around glazing systems that could be damaged from mortar splatter and wash down.

## **Close Out**

Beck-Potere JV will conduct a thorough inspection of complete system. Any required work will be completed prior to final acceptance by Owner. All manufacturers will provide written cleaning and maintenance instructions.

## **Waterproofing and Roofing**

### **Pre-construction**

1. Have waterproofing and roof consultant help Beck-Potere JV analyze the contract documents and shop drawings to identify constructability and performance problems with system.
2. Verify compatibility of sealants with waterproofing and roofing materials, other sealants and surfaces.
3. Coordinate and Prepare pre-installation checklist for waterproofing materials in accordance with manufacture product data and installation instruction to be reviewed with subcontractor prior to commence of work. Check list to be utilized and completed prior to subcontractors commence of work.
4. Review waterproofing and roofing details with applicable subcontractor to help convey intent with regards to details that will be provided by subcontractor and will interface with skin components.
5. Coordinate MEP equipment connections, curbs, drains, etc. with roof insulation and crickets to assure proper flashing overlap meets the design intent.
6. Review staging, sequencing and scheduling with subcontractor. Identify any constraints with regards to waterproofing and roof installation (i.e. weather conditions, slab moisture, etc.).

7. Review roof material protection for other trade work activities performed after cap sheet is installed.
8. Establish timeframe for submittal process and stress that all materials and installation procedures shall be approved prior to start of construction.
9. Prior to submitting to engineer of record, review lightning protection shop drawing with roofing subcontractor to assure system complies with roofing manufacturer materials.
10. Coordinate below grade waterproofing systems, and transitions from blind side applications to cast in place, and below grade precast systems.
11. Coordinate final grade elevations to ensure waterproofing terminations are located at least 6" below final grades.
12. Coordinate Unit Masonry Waterproofing methods, and application of these elements to the Masonry mock-up.

### **Pre-Installation Waterproofing and Roofing Meetings**

1. Conduct pre-installation meeting with waterproofing and roofing subcontractor, architect, consultant, etc. prior to each work element. Work Elements include but are not limited to: Foundation Wall Waterproofing, Masonry Through Wall and Waterproofing, Masonry Joint Sealants, Precast Joint Sealants, Topping Slab Joint Sealants, Application of penetrating sealers (Masonry and Upper Level Topping Slab), Application of Traffic Coatings, Air Barrier/Waterproofing on Sheathing, Expansion Joint Assemblies, Roofing on Metal Decking, Roofing on Precast.
2. Review products delivered versus approved submittals.
3. Discuss the proper application, and sequencing of the installation per manufacturer's recommendations.
4. Complete Pre-installation checklists.
5. Specify frequency of required visits by CDC and manufacturer's representative to site for inspections.
6. Schedule and perform moisture emission test of concrete structure as needed for roofing, and/or traffic coating installations.

### **Construction**

1. Provide first installation quality review to demonstrate proper technique and layout.
2. For roofing, verify layout of tapered insulation, roof drain tie-in connection and flashing details. Final cap sheet and coping cap will require a separate first installation review.
3. Implement testing procedures to monitor water tightness of system. Test each type of flashing details, as early as possible, in order to identify and correct any systematic issues before they are throughout the project.
4. Beck-Potere JV personnel to make regular and frequent inspections as installation progresses to verify quality of the following: (Attachment methods, Aesthetics (colors, finishes, alignments), Delivered materials are properly stored and comply with specifications, Caulking and sealants will be checked for compatibility with substrates, width and depth, aesthetic quality of caulk, joints and proper bonding of sealants to surfaces.)

### **Close Out**

1. Beck-Potere JV will conduct a thorough inspection of completed system. Any required work will be completed prior to final acceptance by Owner.
2. Upon acceptance of the completed system, Beck-Potere JV will issue a roof warranty document to the owner in accordance with the contract documents.

## **MEP Systems**

### **Pre-Construction**

1. Establish requirements for submittals, i.e. turnaround time, quantities and routing.
2. Subcontractors to identify long lead items, developing key material and delivery log to comply with Beck-Potere JV Construction and Submittal schedules.
3. Subcontractors will be active participants in developing the project construction schedule for all phases of their work. This participatory scheduling will include all MEP subcontractors and major suppliers. Pull planning sessions will be established for piping and systems embedded in topping slabs, and in specific areas where multiple trades will be required to complete scopes of work in a congested area.

4. Assure the timely submission of shop drawings, product data and other submittal requirements from the MEP subcontractors. Some key submittals will be jointly reviewed for compliance with the Contract Documents by the Architect, Engineer, Beck-Potere JV, Subcontractor and Vendor. This process will also provide a greater degree of understanding by all parties on expectations.
5. Submittal Reviews will also be conducted by JPS CM Team and Facilities. This will be coordinated and notes/comments will be incorporated into the submittals prior to returning them to the subcontractor.
6. BIM Coordination/Clash Detection – All MEP subcontractors will be active participants in the BIM Coordination efforts to avoid conflicts with all MEP systems. This will include BIM Coordination of Underground Systems, & Overhead Systems. Weekly coordination meetings will be held and coordination efforts will be performed for each floor and section of all buildings. Beck-Potere JV will invite and strongly encourage the MEP Engineers of Record and Architect to attend these coordination meetings.
7. Electrical Shop Drawings shall be prepared to show routing of all electrical and low voltage conduits to be embedded in the concrete topping slabs in order to minimize conduit intersections/crossings.
8. Coordinate coring methods for each trade for locations of electrical boxes, and piping penetrations through Precast T-Flanges.
9. Coordinate any large block-outs, or sleeves needed larger than 10" with Coreslab to allow additional reinforcing if needed.
10. Develop preinstallation checklists as required in conjunction with other systems (embedded conduit inspections and sign-off on pre-pour check lists for topping slabs, etc.)

### **Pre-Installation Meeting**

1. For major elements of the work, and/or different systems, schedule a pre-installation meetings with the owner, architect and subcontractors to review Owner requirements and jobsite rules / regulations. In addition to the information in the Owner requirements and rules / regulations, the following items will be discussed: (Project schedule, Expediting long lead items, Jobsite logistics, Pre-installation Checklists.

### **Construction**

1. Subcontractors are responsible for their own engineering and layout. Beck-Potere JV will verify all MEP rough-ins; particularly piping stub ups through and within slabs for conformance with shop drawings.
2. Subcontractor Foreman meetings will be held with MEP subcontractors to coordinate activities, installation requirements, and review critical issues as needed.
3. Coordinate with Inspectors regarding code requirements and inspections. Any local special requirements must be discussed with entire team and documented in an RFI.
4. Specialty equipment coordination meetings will be held to discuss installation, interconnection requirements.
5. Beck-Potere JV will conduct frequent quality jobsite walk-throughs during the rough-in stages. Items to be reviewed, but not limited to, will include the following: (Hanger/support types, method of attachment and spacing, pipe penetrations through walls and floors, conduit path and lighting layouts, sprinkler head and piping layout)
6. Subcontractor to assign a QC representative (other than field superintendent) to ensure compliance with project documents, submittals, shop drawings, and companies own best practices. QC representative will be responsible for a pre-inspection review of subcontractors own work prior to rough-in, and prior to cover-up or pre-pour inspections completed by Beck-Potere JV Superintendent. Upon request, subcontractor's own deficiencies list will be audited by Beck-Potere JV. Beck-Potere JV will conduct deficiency reviews using Procore.
7. Beck-Potere JV, in conjunction with the appropriate subcontractor, will assure the final trim out of all MEP fixtures will comply with the quality standards relating to the following: (Electrical cover plates plumb and level, Plumbing fixtures plumb and level, Sprinkler Heads plumb and level).
8. Beck-Potere JV, in conjunction with the appropriate subcontractors, will assure MEP installation complies with the contract documents, submittals, shop drawings and quality standards through progress inspections, wall rough-in inspections, above ceiling installation inspections and pre punch list. Observations (installation deficiencies) will be documented in Procore by Beck-Potere JV. Any major deviations, installation errors or deficiencies, noted in the field, will be brought immediately to the attention of the Beck-Potere JV superintendent. All pre inspections and pre punch lists items will be addressed in a timely manner prior to calling for formal inspection / punch list walk-throughs. All

deficiencies shall be addressed by subcontractors as soon as possible, within timeframes to be determined by project schedule.

9. Subcontractor shall complete all required, or recommended pre-start up inspections, and provide start-up documentation and reports for each system as defined by contract documents for this project.

### **Close-out and Completion**

1. Demonstration and acceptance test will be as scheduled with the Contractor, Architect and Owner.
2. All systems will be pre-functional, functional and integrated tested prior to owner acceptance. Education and orientation of Owner's personnel shall be completed as required by contract documents prior to owner acceptance.
3. Operations and Maintenance (O&M) manuals to be submitted as scheduled and in accordance with contract documents. O&M manuals shall contain content specific to the equipment installed, superfluous information is not necessary for this document.
4. All subcontractors are responsible for final inspection and required certifications as defined by the contract documents, American Airlines commissioning standards or by manufacturer's warranty requirements.
5. If required, classroom training to be conducted as scheduled and in accordance with Owner instructions. Training agenda and instructor must be pre-approved prior to scheduling owner training.
6. Provide spare parts per the contract document and deliver as directed by Beck-Potere JV. Provide transmittal of delivered spare parts. All spare parts cabinets shall be installed as illustrated in the contract documents by subcontractor responsible for providing materials.
7. Provide special tools per the contract documents and deliver as directed by Beck-Potere JV. Provide transmittal of delivered special tools.
8. Attic stock materials (per the contract documents or obtained due to changes in the project scope of work) shall be delivered as directed by Beck-Potere JV. Provide transmittal of delivered attic stock.
9. Deliver warranties per the contract documents to Beck-Potere JV for distribution to Owner as scheduled.

## **Elevators**

### **Pre-Construction**

1. Establish requirements for submittals, i.e. turnaround time, quantities and routing.
2. Coordinate Pit Depth, and Size as well as placement of rail supports with Architectural, Structural, and Precast Concrete Drawings to ensure pits are adjusted based on elevator suppliers specific requirements.
3. Subcontractors to identify lead items, milestone dates for releasing for fabrication, predecessor requirements for each. Coordinate a detailed material delivery plan, and construction installation sequence.
4. Submittals may be jointly reviewed for compliance with the Contract Documents by the Architect, Engineer, Beck-Potere JV, Subcontractor and Vendor. This process will also provide a greater degree of understanding by all parties on expectations.
5. Submittal Reviews will also be conducted by JPS CM Team and Facilities. This will be coordinated and notes/comments will be incorporated into the submittals prior to returning them to the subcontractor.
6. Electrical Shop Drawings shall be coordinated to show points of disconnects in the elevator equipment room, and coordinated with the Elevator manufacturer.
7. Coordinate attachment methods and location for rail attachments that will be directly drilled and bolted to precast members. Coordinate Elevator Hoist Beam placement, top clearance, Spreader Beam and Vertical Tube Steel placement for rail attachments, etc.
8. Coordinate with Elevator Suppliers Preinstallation checklists to ensure all elements required for material procurement, and elevator delivery are completed per the checklist to prevent possible delays.
9. Coordinate Safety Requirements for Elevator Fronts, and installation of fall protection.
10. Coordinate Elevator Finishes per the specifications, and Owner requirements.

### **Pre-Installation Meeting**

1. Schedule a pre-installation meeting with the owner, architect and subcontractors to review Owner requirements and jobsite rules / regulations, delivery and staging of equipment and other jobsite logistics, special safety requirements for



elevator fronts, coordination of frame installation and CMU surrounding, coordination of other trades for access on elevators for fire-caulking, etc.

**Construction**

- 1. Elevator Subcontractor is responsible for their own engineering and layout.
2. Coordination with other trades specifically for logistics requirements, and critical safety issues, as well as coordination for access to the shafts for lighting, fire caulking, etc.
3. Coordinate with Inspectors regarding code requirements and inspections. Any local special requirements must be discussed with entire team and documented in an RFI.
4. Coordinate with Inspectors for Temporary Elevator Inspection to allow construction use of one elevator operated by a Beck-Potere JV employee. Coordinate any rebalancing/adjustments needed and final inspections afterwards.
5. During Construction Beck-Potere JV will conduct frequent quality jobsite walk-throughs. Items to be reviewed, but not limited to, will include the following: Rail Attachments Points, Equipment/Cab installations, Sill and Entrance Installations, Hall Lanterns and Call plates, Cab Finishes.
6. Beck-Potere JV, in conjunction with the elevator subcontractor, will assure the final trim out of all faceplates, and cabinet fronts are flush to adjacent materials, plumb and fully functional.

**Close-out and Completion**

- 1. Demonstration and acceptance test will be as scheduled with the Contractor, Architect and Owner if required immediately following the State Elevator Inspection.
2. Beck-Potere JV shall ensure that JPS Representative receives the State Elevator inspection report, and guide them to the TDLR Owner Responsibilities checklist for filing with TDLR.
3. As-Builts, Warranty, and Operations and Maintenance (O&M) manuals to be submitted as scheduled and in accordance with contract documents. O&M manuals shall contain content specific to the equipment installed, superfluous information is not necessary for this document.

Section 4

**QUALITY CONTROL PROGRAM COMMITMENT**

Quality is the cornerstone of Beck-Potere JV's pursuit for superior value. This highly principled philosophy is realized in every action we undertake through Beck-Potere JV's Quality Control Process. The process proactively ensures and monitors the implementation of the highest standards in meeting our client's needs. Quality is more than a concept; it is a tangible component, an integral part of the whole, and essential to successful conformance to the contract requirements.

The JPS Parking Garage team is committed to the Beck-Potere JV project quality control program illustrated in this document and will incorporate the statements, commitments, procedures and processes into all work aspects.

**SIGNED:**

Senior Project Manager: Scott Hildebrand Date:
(Overall Project)
General Superintendent: Shawn White Date:
(Overall Project)
Project Executive: Jeff Massie Date:
(Project Management)
Project Engineer: Brandon Jackson Date:



Project Engineer: \_\_\_\_\_ Date: \_\_\_\_\_  
Rashid Abella

Project Engineer: \_\_\_\_\_ Date: \_\_\_\_\_  
Justin Chavez

Project Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_  
Alec Biedrzycki

Superintendent: \_\_\_\_\_ Date: \_\_\_\_\_  
TBD

Safety: \_\_\_\_\_ Date: \_\_\_\_\_  
TBD

Field Engineer: \_\_\_\_\_ Date: \_\_\_\_\_  
TBD