



# AIA® Document A133® – 2019

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

**AGREEMENT** made as of the Twenty-Seventh day of May in the year 2025

**BETWEEN** the Owner:

City of Coppell  
255 Parkway Blvd.  
Coppell, TX 75019-9478

and the Construction Manager:

MDI Inc. General Contractors  
1225 Lakeshore Dr., Suite #100  
Coppell, TX 75019

for the following Project:

City of Coppell - Justice Center Additions

The Architect:

Parkhill  
3000 Internet Blvd.,  
Suite 500,  
Frisco, TX 75034

The Owner and Construction Manager agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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## EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.  
(Paragraph deleted)

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

TBD

§ 1.1.2 The Project's physical characteristics:

TBD

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:

TBD

*(Paragraphs deleted)*

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:

Mike Land, City Manager  
The City of Coppell  
255 E Parkway Boulevard  
Coppell, Texas 75019

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

Gallagher Construction Company  
3501 Token Dr., Suite 100  
Richardson, Texas 75082  
Telephone (972) 633-0564  
Lance Aaron, lance.aaron@gallaghertx.com

§ 1.1.10 The Owner shall retain the following consultants and contractors:

*(Paragraph deleted)*

.1 Geotechnical Engineer:

Included with the Architect Contract

.2 Civil Engineer:

Included with the Architect Contract

.3 Other, if any:

Program Manager:  
Gallagher Construction Company  
3501 Token Dr., Suite 100  
Richardson, Texas 75082  
Telephone (972) 633-0564  
Lance Aaron, lance.aaron@gallaghertx.com

§ 1.1.11 The Architect's representative:

Scott Nelson  
Parkhill  
3000 Internet Blvd., Suite 500  
Frisco, Texas 75034  
Telephone (972) 967-1670

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:

MDI Inc. General Contractors  
1225 Lakeshore Dr., Suite #100  
Coppell, TX 75019  
Telephone (469) 635-3400

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:

Per Texas Government Code Chapter 2269

*(Paragraphs deleted)*

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior written notice to the other party.

## ARTICLE 2 GENERAL PROVISIONS

### § 2.1 The Contract Documents

The Contract Documents consist of the solicitation resulting in this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15. AIA Document A201-2017, also referred to as "A201," shall dictate the order of precedence of the contract documents.

### § 2.2 Relationship of the Parties

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

### § 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified by the Owner and incorporated herein by reference, shall apply. In the event of direct conflict between the specific terms of this document at the A201, the specific terms of this A133-2019 document shall control. If any conditions listed in exhibits or documents incorporated into this contract conflict with the terms of the A201, the terms of the A201 shall control and replacement the inconsistent terms. The term "Contractor" as used in A201-2017 shall mean the Construction Manager..

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

## ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. Before proceeding, any documents relating to phase's scope, the Guaranteed Maximum Price, or the Contract Documents shall be properly executed. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

### § 3.1 Preconstruction Phase

#### § 3.1.1 Extent of Responsibility

The Preconstruction Phase shall begin the day after the Contractor's receipt of the Owner's written Notice to Proceed with the Preconstruction Phase which shall not be issued until the Contract has been signed by both Parties. The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Construction Manager shall perform its services in accordance with CMAR professional standards and all applicable laws, regulations, policies, and ordinances. The Construction Manager agrees to be financially responsible for the cost of the Construction Manager's negligent work. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price.

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

#### § 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall work with the Architect to develop plans, review designs and budgets, provide surveys, and identify and resolve constructability, scheduling, and cost issues.

§ 3.1.3.2 The Construction Manager shall, in accordance with applicable schedules and budgets, advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase in addition to those required herein.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 The Construction Manager shall meet with the Architect to review designs and identify constructability, scheduling, and cost issues. The Construction Manager shall develop agendas and cost estimates for phases of the projects to be distributed to all Parties. The Construction Manager shall identify the mechanical, electrical, and plumbing systems and determine whether they can be constructed with interference. If conflicts between the systems are discovered, the Construction Manager shall notify the Owner and Architect in writing. Construction Manager shall not be entitled to additional compensation for delays caused by conflicts between the mechanical, electrical, and plumbing systems where the Construction Manager did discover or should have discovered the conflict and did not notify Parties as described herein.

#### § 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. An updated version of this schedule shall be provided to the Owner and Architect at least monthly. If any changes to the schedule are made, they shall be approved by the Owner and Architect in writing. The Construction Manager shall obtain the Architect's approval

for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; the dates of Substantial and Final Completion; and the occupancy requirements of the Owner. If an updated Project schedule renders other or past project schedules unable to be met, the Construction Manager shall suggest corrective action to be considered for approval by the Architect and Owner.

#### **§ 3.1.5 Phased Construction**

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

#### **§ 3.1.6 Cost Estimates**

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

**§ 3.1.6.2** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action including, but not limited to, cost reduction suggestions such as material substitution, design alterations, and scheduling alterations, without reducing the quality of the project or terminating any components of the project without Owner and Architect approval.

**§ 3.1.6.3** If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates..

**§ 3.1.7** As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

**§ 3.1.8** The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

**§ 3.1.9** The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

*(Paragraph deleted)*

#### **§ 3.1.11 Subcontractors and Suppliers**

**§ 3.1.11.1** If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

**§ 3.1.11.2** The Construction Manager shall develop bidders' interest in the Project consistent with the requirements of Texas Government Code Chapter 2269..

**§ 3.1.11.3** The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

### § 3.1.12 Procurement

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

### § 3.1.13 Compliance with Laws

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

*(Paragraphs deleted)*

### § 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order..

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

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2. If any clarification or assumption conflicts with a term of this document or the incorporated A201, such provision shall be void.
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order..

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

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

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment and issuance of Owner's Notice to Proceed, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents..

§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager for which a Municipality is legally exempt. The Owner shall supply Construction Manager with a tax exemption certificate or similar documentation necessary to apply such exemption and no such taxes shall be reimbursable if incurred under this Contract..

### § 3.3 Construction Phase

#### § 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase, which shall be the day after the Construction Manager's receipt of the Owner's written Notice to Proceed with the Construction Phase which shall not be issued until the Agreement and Guaranteed Maximum Price Amendment have been signed by both Parties.

§ 3.3.1.2 The Construction Phase shall commence the day after the Construction Manager's receipt of the Owner's written Notice to Proceed with the Construction Phase, following the execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

#### § 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings, including the Owner, the Architect, the Owner's representatives, and consultant and subcontractors when appropriate, to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute detailed minutes of the meetings to the Owner and Architect. The Construction Manager shall attend the Owner's Board meetings at the Owner's request to provide Project updates.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

#### § 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

#### § 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site and description of their assignments and performance on that day, identification of equipment on site and its uses that day, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner..

#### § 3.3.2.5 Cost Control

The Construction Manager shall procure all Construction Phase contractors, subcontractors, suppliers, and other third-parties under Construction Managers control in facilitating the Work in accordance with Article 9. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances



between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

#### **ARTICLE 4 OWNER'S RESPONSIBILITIES**

##### **§ 4.1 Information and Services Required of the Owner**

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

**§ 4.1.2** Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2..

**§ 4.1.3** The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 4.1.4 Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

**§ 4.1.4.1** The Owner may, when the Architect deems the information required, furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 4.1.4.2** The Owner may, when the Architect deems the information required, furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. The delivery of such surveys does not negate the Construction Manager's responsibility to independently investigate the site and utility attributes and shall be immediately responsible for repairing any damages to utilities at Construction Manager's sole cost. All the information on the survey shall be referenced to a Project benchmark.

**§ 4.1.4.3** The Owner may, when the Architect deems the information required and when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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

*(Paragraph deleted)*

## § 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project through Board of Trustees approval when necessary. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

## § 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement, upon request.

# ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

## § 5.1 Compensation

**§ 5.1.1** For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

\$8,000.00 (eight thousand dollars)

*(Paragraph deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

**§ 5.1.3** If the Preconstruction Phase services covered by this Agreement have not been completed within twenty ( 20 ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted..

## § 5.2 Payments

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

**§ 5.2.2** Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid thirty(30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

Per Texas Government Code Chapter. 2251

# ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

## § 6.1 Contract Sum

**§ 6.1.1** The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

**§ 6.1.2** The Construction Manager's Fee:

Construction Manager shall be compensated 3.50% for construction phase fee based on final project cost. Construction phase fee dollars two hundred and two thousand eight hundred ninety-nine (\$202,899.00). Not-to-exceed General conditions costs: General conditions percentage 9%, General conditions dollars four hundred seventy-eight thousand seven hundred fifty -five (\$478,755.00), and monthly General conditions dollars thirty-nine thousand nine hundred (\$39,900.00).

**§ 6.1.3** The method of adjustment of the Construction Manager's Fee for changes in the Work:

For change orders that increase the scope of work, Construction Manager's fee shall be paid at 3.50% of the increased cost. For change orders that decrease the cost of work, the Construction Manager's fee shall be reduced by 3.50% of the decreased cost..

**§ 6.1.4** Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractors shall be limited to ten percent (10%) overhead and profit in the aggregate.

**§ 6.1.5** Rental rates for Construction Manager-owned equipment shall not exceed ninety-five percent ( 95 %) of the standard rental rate paid at the place of the Project.

**§ 6.1.6** Liquidated damages, if any:

*(Paragraph deleted)*

If the Construction Manager fails to achieve Substantial Completion within the Contract Time, the Construction Manager shall be liable for the sum of Five Hundred Dollars (\$500) as liquidated damages, and not as a penalty, for each calendar day beginning on the first day after the Construction Manager fails to achieve Substantial Completion within the Contract Time until the date that Substantial Completion is achieved.

*(Paragraphs deleted)*

**§ 6.2 Guaranteed Maximum Price**

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

**§ 6.3 Changes in the Work**

**§ 6.3.1** The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

**§ 6.3.1.1** The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.2** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts

**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

## **ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE**

### **§ 7.1 Costs to Be Reimbursed**

*(Paragraphs deleted)*

**§ 7.1.1** The term **Cost of the Work** shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The **Cost of the Work** shall include only the items set forth in Sections 7.1 through 7.7.

**§ 7.1.2** Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

**§ 7.1.3** Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

### **§ 7.2 Labor Costs**

**§ 7.2.1** Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops including customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification..

**§ 7.2.2** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

*(Paragraphs deleted)*

### **§ 7.3 Subcontract Costs**

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

### **§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction**

**§ 7.4.1** Costs, including transportation to the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

**§ 7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

### **§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items**

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

**§ 7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

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

*(Paragraphs deleted)*

**§ 7.5.4** Costs of the Construction Manager's site office, including general office equipment and supplies.

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

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable and Owner is not exempt.

*(Paragraph deleted)*

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

*(Paragraphs deleted)*

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes arising out of the Owner's negligence or failure to fulfill a specific responsibility in the Contract Documents.

*(Paragraphs deleted)*

#### **§ 7.7 Other Costs and Emergencies**

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017

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

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

#### **§ 7.8 Related Party Transactions**

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the

transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

#### **§ 7.9 Costs Not To Be Reimbursed**

**§ 7.9.1** The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.
- .10 Costs that are otherwise collectible from insurance, bonds, or judgments.

#### **ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS**

**§ 8.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, cash discounts, insurance or bonding discounts/rebates/refunds/dividends, volume/merchandise discounts/rebates/refunds/credits, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

**§ 8.2** Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

#### **ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS**

**§ 9.1** The Construction Manager shall publicly advertise and legally procure trade contractors, subcontractors, suppliers in accordance with Texas Government Code 2269. The Construction Manager shall include all statutory and contractually required notices in the advertisements and solicitations. In each solicitation, the Construction Manager shall include the following waiver, "By submitting a bid or proposal, each proposer agrees to waive any claims it has or may have against the Owner and Architect and their officers, trustees, employees, agents, or representatives, arising out of or in connection with the solicitation documents, the evaluation process, the award process, and any future claim arising out of proposers negligent acts or omissions." All bids or proposals shall be sent directly to the Contract Manager unless the Construction Manager submitted a proposal for the portion of the Work. If the Construction Manager submits a proposal for a portion of the Work, the Owner shall perform the following steps of 9.1 and 9.1.1 independently without the assistance of the Construction Manager. The Construction Manager shall deliver a copy of all advertising, solicitation, and proposal documents to the Owner. Construction Manager may seek to perform portions of the solicited work in the same manner as other proposers. When required by Texas Government Code 2269, Construction Manager and Owner or Owner's Representative shall receive, open, and publish all bids and proposals, without disclosing the Guaranteed Maximum Price, in accordance with Texas Government Code 2269 and other applicable law. The Construction Manager shall be responsible for making all bids/proposals available for public inspection within seven (7) days of final selection of subcontractors and suppliers.

**§ 9.1.1** When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the

Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

## **ARTICLE 10 ACCOUNTING RECORDS**

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

## **ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES**

### **§ 11.1 Progress Payments**

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

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make 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.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values, less amounts in dispute subject to Owner's final determinations;
- .2 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 completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion..

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

#### § 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

5%

*(Paragraphs deleted)*

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and installed or suitably stored at the site in accordance with the Contract. The acceptance, storage, protection, maintenance and responsibility for stored materials shall be the exclusive responsibility of the Construction Manager. The following is a condition precedent to payment of the Construction Manager for stored materials:



1. The provision of additional insurance to protect stored materials;
2. Payment of the storage and transportation costs for materials stored;
3. Written consent by Construction Manager's surety to such storage;
4. A Construction Manager's Affidavit identifying all materials and equipment stored for later incorporation into the Work and confirmation that the Materials were delivered in good condition and confirmation of Construction Manager's responsibility for those materials;
5. Documentation confirming that the storage facility housing the stored materials is adequate, insured, and will protect the stored materials from theft, destruction, weather and elements and in accordance with the manufacturer's instructions.
6. The proof of delivery to the Owner and adding the Owner as an additional insured on the required insurance policies;
7. Construction Manager's agreement that in the event of Contract termination or Construction Manager default, the stored materials and equipment shall be immediately delivered to a location identified by the Owner;
8. Confirmation that all stored materials and equipment will be maintained and kept in good working condition by the Construction Manager prior to installation.

**§ 11.1.11** The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the Construction Manager shall execute subcontracts to include the same retainage percentage, payment terms, and conditions as this Agreement.

**§ 11.1.12** In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner..

## **§ 11.2 Final Payment**

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

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment, which has been approved by the Owner and Owner's Representatives;
- .3 The Construction Manager has submitted all documents required under Article 10 and the Contract Documents;
- .4 A final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2; and
- .5 The Work and issuance of Final Payment has been approved by the Owner's Board of Trustees.

**§ 11.2.2** Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

**§ 11.2.2.1** If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

**§ 11.2.2.2** Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

**§ 11.2.2.3** If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

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

**§ 11.2.4** If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

**§ 11.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

Pursuant to the Texas Prompt Payment Act

**ARTICLE 12 DISPUTE RESOLUTION**

**§ 12.1 Initial Decision Maker**

**§ 12.1.1** Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

Program Manager  
Gallagher Construction Services  
3501 Token Drive, Suite 100  
Richardson, Texas 75082  
Telephone (972) 633-0564  
Lance Aaron, lance.aaron@gallaghertx.com

**§ 12.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Paragraph deleted)*

☐ Arbitration pursuant to Article 15 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

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

## **ARTICLE 13 TERMINATION OR SUSPENSION**

### **§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment**

**§ 13.1.1** If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

**§ 13.1.2** In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

**§ 13.1.3** Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause for the reasons set forth in Article 14 of A201–2017.

**§ 13.1.4** In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

*(Paragraphs deleted)*

### **§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment**

#### **§ 13.2.1 Termination**

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017. Owner may terminate this Agreement for cause or convenience after the execution of the Guaranteed Maximum Price Amendment. If terminated for convenience, Owners payment to Contractor shall be as provided in Article 14 of AIA Document A201–2017.

#### **§ 13.2.2 Termination by the Owner for Cause**

**§ 13.2.2.1** If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

*(Paragraph deleted)*

#### **§ 13.2.3 Termination by the Owner for Convenience**

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager according to Article 14 of the AIA Document A201–2017.

### **§ 13.3 Suspension**

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

### § 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

### § 14.3 Insurance and Bonds

#### § 14.3.1 All Phases

*(Paragraph deleted)*

For all phases of the Project, the Construction Manager and/or Owner shall purchase and maintain the insurance, and the Construction Manager shall provide the bonds, as indicated in the AIA Document A201-2017.

*(Paragraphs deleted)*

*(Table deleted)*

*(Paragraphs deleted)*

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise agreed to by Owner.

### § 14.5 Other provisions:

§ 14.5.1 **Immunity.** Contractor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Owner.

§ 14.5.2 **Relationship of the Parties.** It is understood and agreed that Contractor is an independent contractor and neither Contractor nor any employees, volunteers, or agents contracted by Contractor shall be deemed for any purposes to be employees, volunteers or agents of the Owner. Contractor shall assume full responsibility for the action of such employees, volunteers, or agents contracted by Contractor.

§ 14.5.3 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 14.5.4 **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by a Party hereto without the prior written consent of the other Party.

§ 14.5.5 **Registered Sex Offender Restrictions.** Contractor agrees that no employee of Contractor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Contractor agrees that a violation of this condition shall be considered a material breach.

§ 14.5.6 **Funding.** This Agreement entered between the Parties is subject to the budgeting and appropriation of then currently available funds by the governing board of the Owner for this Agreement's purpose.

§ 14.5.7 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270).** Contractor certifies that Contractor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or

provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

**§ 14.5.8 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271).** Contractor certifies, where applicable, that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any, boycotts Israel, and Contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

**§ 14.5.9 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274).** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Contractor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Contractor certifies that neither it nor its parent company nor any affiliate of Contractor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Contractor certifies that Contractor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**§ 14.5.10 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274).** Contractor certifies that Contractor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

**§ 14.5.11 Providing Contracting Information. (Tex. Gov. Code 552, Subchapter J).** Pursuant to Chapter 552 of the Texas Government Code, Contractor certifies that Contractor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the Owner for the duration of the Agreement; (2) promptly provide to the Owner any contracting information related to the Agreement that is in the custody or possession of Contractor on request of the Owner; and (3) on completion of the Agreement, either (a) provide at no cost to the Owner all contracting information related to the Agreement that is in the custody or possession of Contractor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Owner. If the Contractor fails to provide to the Owner the requested information, Texas Government Code Chapter 552.373 requires the Owner to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. Owner may terminate the Contract if Contractor fails to remedy the failure, Owner determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

**§ 14.5.12 Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274).** Contractor certifies that Contractor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement. For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

**§ 14.5.13 Conflict of Interest Form CIQ.** Contractor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Contractor hereunder if Contractor: (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A); (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or (3) has a family relationship with a local government officer of our local governmental entity; (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute. Contractor confirms that it has no reportable conflict of interest or has disclosed those conflicts through the "Conflict of Interest Questionnaire -Form CIQ."

**§ 14.5.14** Unless Contractor has previously delivered to the Owner a Certificate of Interested Parties Form 1295 relative to this Agreement, Contractor hereby represents and warrants that it is a publicly traded business entity (as described in Section 2252.908(c)(4), Texas Government Code) or a wholly owned subsidiary of a publicly traded business entity and, therefore, Contractor is not required to deliver such Form related to this Agreement. Otherwise, Contractor agrees to submit a Certificate of Interested Parties Form 1295 relative to this Agreement.

**§ 14.5.17 Prohibited Companies.** Pursuant to Texas Government Code, Chapter 2252, Subchapter F, the Owner is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153.

**§ 14.5.18 Authorization of Agreement.** Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

## **ARTICLE 15 SCOPE OF THE AGREEMENT**

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

**§ 15.2** The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 Intentionally Deleted
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction, as modified by the Owner
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
- .6 Exhibit B, A-2 Unit Cost.
- .7 Exhibit C, Preliminary Schedule

- .8 Exhibit D, A-5 Allowances
- .9 Exhibit E, A-6 Qualifications and Clarifications
- .10 Exhibit F, Contract Documents List

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

**OWNER** *(Signature)*

Mike Land, City Manager  
City of Coppell  
*(Printed name and title)*



**CONSTRUCTION MANAGER** *(Signature)*

Randall G. Hubbard, President  
MDI Inc. General Contractors  
*(Printed name and title)*

5/15/2025

Init.

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**User Notes:**

(1751864170)

# **Exhibit A**



## Cost Summary

### Coppell Justice Center - Addition and Renovation

May 9, 2025

6842 Sqft

Category	Item Description		Price	Cost / SF	Notes
010001	Temporary Construction		174,666	25.53	
024000	Selective Demolition		79,036	11.55	
030000	Concrete - Building		493,500	72.13	
321000	Concrete - Sitework		0	0.00	
040000	Masonry		290,298	42.43	
050000	Structural & Misc Steel		198,945	29.08	
061000	Rough Carpentry		0	0.00	
064116	Plam Cabinets		15,750	2.30	
123661	Quartz Countertops		8,200	1.20	
064116.1	Plam Cabinets & Quartz Countertops		0	0.00	
072000	Building Insulation		8,680	1.27	
072400	EIFS		4,978	0.73	
075000	Roofing		147,550	21.57	
079000	Waterproofing / Dampproofing / Caulking		32,750	4.79	
079500	Expansion Joint Covers		12,750	1.86	
081000	Doors/Frames/Hardware		59,530	8.70	
081010	Door & Hdwe Installation		24,680	3.61	
083000	Overhead Coiling Door		33,000	4.82	
084000	Storefront/Glazing		40,000	5.85	
088723	Security Film		14,800	2.16	
092000	Drywall / Gyp Ceilings / Acoustic Ceilings		154,650	22.60	
093000	Ceramic Tile		139,881	20.44	
096000	Carpet / Resilient Flooring		26,140	3.82	
096566	Resilient Athletic Flooring		29,480	4.31	
099000	Painting & High Performance Coatings		35,900	5.25	
101000	Visual Display Surfaces		0	0.00	
101500	Signage		7,500	1.10	Allowance
102000	Toilet Ptns & Acc		56,370	8.24	
102119	Shower & Dressing Compartments		0	0.00	
102600	Wall & Corner Guards		2,925	0.43	
104000	Fire Extinguishers, Cbnts & Acc		1,300	0.19	
105100	Metal Lockers		281,430	41.13	
107300	Protective Covers		1,281	0.19	
108200	Roof Equipment Screens		25,500	3.73	
112300	Commercial Laundry Equipment		21,500	3.14	Allowance
113000	Residential Equipment		24,081	3.52	
116500	Athletic Equipment		95,000	13.88	Allowance
122000	Horizontal Blinds		0	0.00	
125000	Furniture		12,000	1.75	Allowance
210000	Fire Sprinkler		20,604	3.01	
220000	Plumbing		468,836	68.52	
230000	HVAC		185,235	27.07	
230900	HVAC Controls		52,228	7.63	
239000	HVAC Test & Balance		2,700	0.39	

## Cost Summary

### Coppell Justice Center - Addition and Renovation

May 9, 2025

6842 Sqft

Category	Item Description		Price	Cost / SF	Notes
260000	Electrical		397,200	58.05	
271000	Data		26,770	3.91	
273000	Audio Visual Systems		728	0.11	
275129	Emergency Communications System		47,000	6.87	Allowance
275130	Testing for ERRC		2,950	0.43	
281000	Security & Access Control		68,985	10.08	Allowance
283000	Fire Alarm		30,495	4.46	
310000	Excavation		142,464	20.82	
319000	SWPPP		5,925	0.87	
313000	Termite Treatment		700	0.10	
321700	Pavement Markings		5,308	0.78	
323100	Decorative & Chain Link Fencing		15,000	2.19	
329000	Landscape/Irrigation		30,000	4.38	Allowance
330000	Utilities		125,000	18.27	
331000	Underground Electric Relocation		50,000	7.31	Allowance
332000	Underground Gas Relocation		36,200	5.29	Allowance
	Subtotal		4,268,379	623.85	
	Contractor's Contingency	3.00%	128,051		
	Price Escalation Contingency	3.00%	128,051		
	Owner's Contingency	5.00%	213,419		
	Cost of Work		4,737,900	692.47	
	General Conditions		478,755		
	Subtotal		5,216,655		
	CMAR Fee	3.50%	182,583		
	<b>Total</b>		<b>5,399,238.00</b>	<b>789.13</b>	

# **Exhibit B**

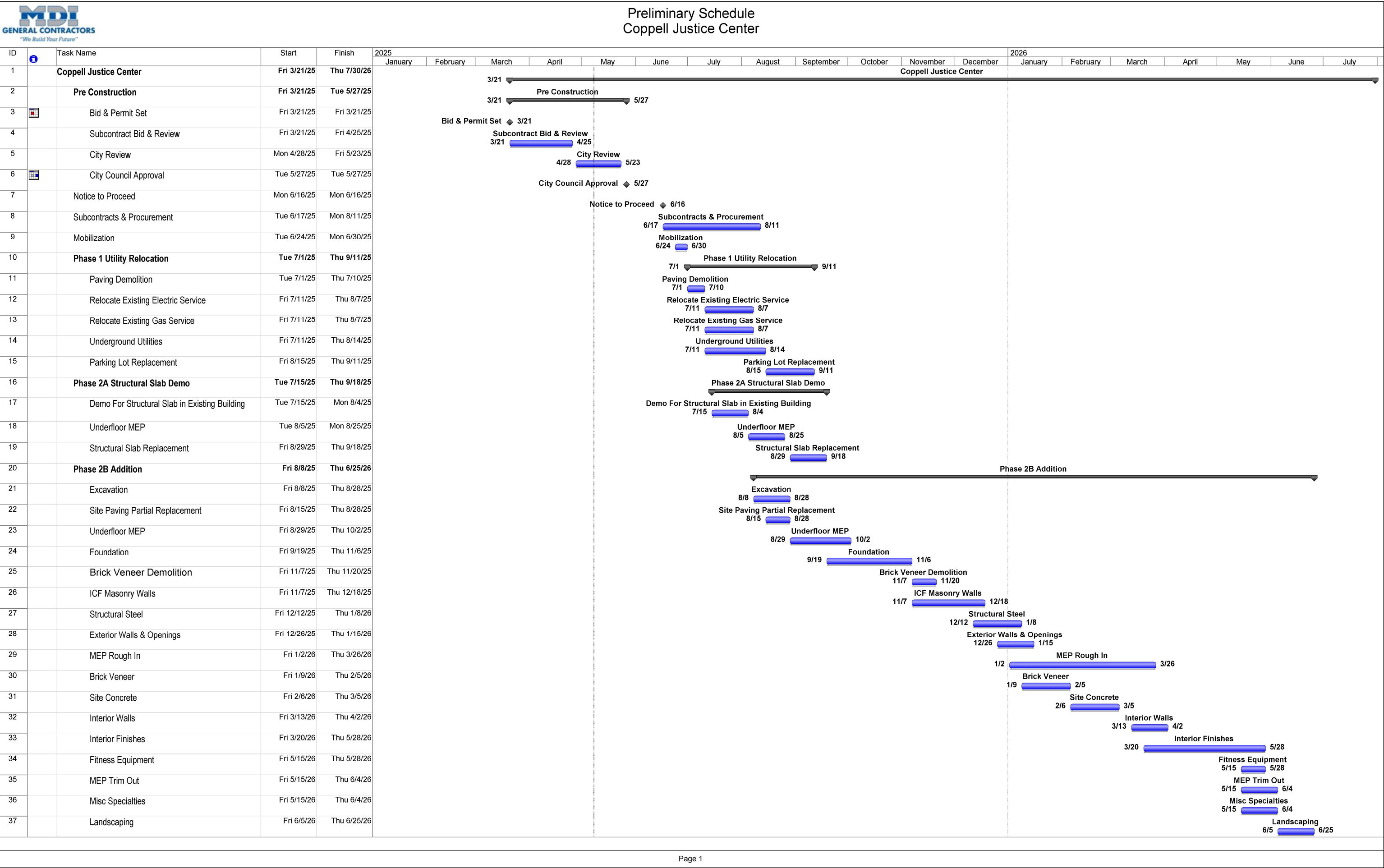


## A-2 Unit Cost Coppell Justice Center

Piers	Add (per lf)	Deduct (per lf)	Casing Add (per lf)
24"	\$ 62.11	\$ 12.34	\$ 61.62

Minimum casing charge:     \$ 7,000.00

# **Exhibit C**



<div><div><div>MDI</div><div>GENERAL CONTRACTORS</div><div>"We Build Your Future"</div></div><div>Preliminary Schedule Coppell Justice Center</div></div>																								
ID	<div><div></div><div>i</div></div>	Task Name	Start	Finish	2025												2026							
					January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	
38																								
39		Phase 3 Renovation	Fri 1/16/26	Thu 7/2/26													<div><div>1/16</div><div>Phase 3 Renovation</div><div>7/2</div></div>							
40		Demolition	Fri 1/16/26	Thu 2/12/26													<div><div>1/16</div><div>Demolition</div><div>2/12</div></div>							
41		Underfloor MEP	Fri 2/6/26	Thu 3/5/26													<div><div>2/6</div><div>Underfloor MEP</div><div>3/5</div></div>							
42		Slab Replacement at Plumbing Trench	Fri 2/20/26	Thu 3/12/26													<div><div>2/20</div><div>Slab Replacement at Plumbing Trench</div><div>3/12</div></div>							
43		MEP Rough In	Fri 3/13/26	Thu 5/7/26													<div><div>3/13</div><div>MEP Rough In</div><div>5/7</div></div>							
44		Interior Walls	Fri 3/20/26	Thu 4/23/26													<div><div>3/20</div><div>Interior Walls</div><div>4/23</div></div>							
45		Interior Finishes	Fri 4/10/26	Thu 6/18/26													<div><div>4/10</div><div>Interior Finishes</div><div>6/18</div></div>							
46		Misc Specialties	Fri 6/5/26	Thu 7/2/26													<div><div>6/5</div><div>Misc Specialties</div><div>7/2</div></div>							
47		MEP Trim Out	Fri 6/5/26	Thu 7/2/26													<div><div>6/5</div><div>MEP Trim Out</div><div>7/2</div></div>							
48		Substantial Completion	Thu 7/2/26	Thu 7/2/26													<div><div>Substantial Completion</div><div>7/2</div></div>							
49		Punch and Demoblize	Fri 7/3/26	Thu 7/30/26													<div><div>7/3</div><div>Punch and Demobl</div></div>							

# Exhibit D





## A-5 Allowances

### Coppell Justice Center

1. Signage	\$7,500
2. Vest Drying Equipment Material and Installation including any additional MEP requirement	\$21,500
3. Fitness Equipment Material, Installation and Price Escalation.	\$95,000
4. Furniture Material & Installation.	\$12,000
5. Emergency Responder Radio Coverage (ERRC) system. Testing for coverage is included	\$47,000
6. Security/Cameras & Access Control systems.	\$68,985
7. Landscaping & Irrigation	\$30,000
8. Electric Underground Service	\$50,000
9. Underground Gas Service	\$36,200
10. Pier Overage & Casings if required	\$50,000
11. Hot/Cold Concrete Placement	\$15,000

# **Exhibit E**



## A-6 Qualifications and Clarifications Coppell Justice Center

<b>General Conditions:</b>	
1	A Contractor's contingency of 3% is included.
2	A price escalation contingency of 3% is included.
3	An Owner's contingency of 5% is included.
4	The construction fee of 3.5% is included on the cost summary, and is based upon the total construction cost.
5	General Conditions of \$478,755.00 are included.
6	The CM pre-construction services fee is excluded from this estimate.
7	All costs associated with approvals, easements, assessments, fees, deposits, charges, permits, studies, impact fees, tap fees, services fees, or similar, required by any governing agency to include County, City, State, or Federal entities, in addition to any and all utility entities are specifically excluded.
8	Any FEMA and/or TAS requirements are excluded.
9	Building permit cost is excluded.
10	Testing Lab services for materials, mock-ups, or delegated engineering components are to be provided by the Owner, and are excluded.
11	Any hazardous or environmental testing or remediation is excluded
12	Testing of building components for water or air intrusion is excluded.
13	Design Fees or services are not included. Where required in the specifications, the Construction Manager will provide design calculations and information provided by the Trade Contractors to the Architect and Engineer for approval and acceptance of the design.
14	The CM does not warrant or guarantee functionality of the design with the Owner's requirements. The CM relies upon the designers to provide and implement the Owner's requirements into the design documents.
15	Any upgrades or repairs to existing sound, security, data and fire alarm systems are excluded. All existing systems are assumed to be in good working condition.
16	All initial and final survey's and plats required by the City are by the Owner.
17	This GMP is to be reviewed as a whole; not as individual line items.
18	Sales and remodel taxes are excluded.
19	The GMP is based upon electronic design document files and models being available to all subcontractors at no additional cost.
20	All furnishings, fixtures, and equipment are excluded from this estimate, unless specifically noted below.
21	All hazardous or contaminated material and soil testing, remediation, investigation, and abatement is excluded.
22	Site is assumed to be free of any contaminants, unencumbered, and ready to begin excavation work.
23	Water meter & tap fees are excluded.
24	Material and Labor Shortages — Due to the current economic climate, if serious or unusual price escalation, or material and/or labor shortages are experienced due to causes beyond the Contractor's control following the execution of this Contract, and to the extent such escalation and/or shortages increase the cost of construction or cause the Contractor to incur delays to the critical path that cannot be avoided despite the exercise of reasonable professional diligence, Contractor shall provide Owner with notice of such shortages and their potential cost and/or schedule impact and a change order shall issue to adjust the Contract Sum and Contract Time accordingly.
<b>Temporary Construction Cost of Work:</b>	
1	A temporary wall is included to separate the renovation area from the occupied spaces.
<b>Division 2 - Existing Conditions</b>	
1	The relocation or disposal of existing fitness equipment is excluded.
<b>Division 3 Concrete:</b>	
1	Includes \$50,000 Allowance for Pier Overage & Casings
2	Includes \$15,000 Allowance for hot/cold placement of concrete
<b>Division 4 Masonry</b>	
1	Included as shown and specified
<b>Division 5 Metals</b>	
1	Included as shown and specified
<b>Division 6 Wood, Plastics &amp; Composites</b>	
1	The five vanities in the Men's and Women's Restrooms and Showers will be Quartz tops provided by the plumbing contractor with plastic laminate ADA panels provided by the millwork contractor.
<b>Division 7 Thermal &amp; Moisture Protection</b>	
1	Included as shown and specified
<b>Division 8 Openings</b>	
1	Included as shown and specified
<b>Division 9 Finishes</b>	
1	Included as shown and specified

## A-6 Qualifications and Clarifications Coppell Justice Center

<b>Division 10 Specialties</b>	
1	We are quoting floor mounted overhead braced toilet partitions per the elevations in lieu of ceiling hung partitions.
2	Includes \$7,500 Allowance for signage.
<b>Division 11 Equipment</b>	
1	Includes \$21,500 Allowance for Vest Drying Equipment Material and Installation including any additional MEP requirements.
2	Includes \$95,000 Allowance for Fitness Equipment Material, Installation and Price Escallation.
<b>Division 12 Furnishings</b>	
1	Includes \$12,000 Allowance for Funiture Material & Installation.
<b>Division 13 Special Construction</b>	
	Not Applicable
<b>Division 14 ConVeying Equipment</b>	
	Not Applicable
<b>Division 21 Fire Suppression</b>	
1	Included as shown and specified
<b>Division 22 Plumbing</b>	
1	Lavatories L2, L3 & L4 are decks only with concealed carriers
<b>Division 23 Mechanical</b>	
1	Included as shown and specified
<b>Division 26 Electrical</b>	
1	Excludes the 400 +/- feet of material and labor for the new underground primary electric service.
2	Includes lightning protection system at addition only. Assumes existing protection system is operational.
<b>Division 27 Communications</b>	
1	Includes data cabling. Excludes any Division 27 equipment.
2	Any audio-visual, voice communication and audio-video communication systems are excluded.
3	Installation of three owner furnished televisions are included.
4	Includes \$47,000 for an Emergency Responder Radio Coverage (ERRC) system. Testing for coverage is included in our estimate.
<b>Division 28 Electronic Safety &amp; Security</b>	
1	The existing fire alarm panel and devices are no longer manufactured. The Fire Alarm Contractor will replace the existing Siemens FS-250 fire alarm panel with a new panel that will be compatable with the existing devices. Assumes existing fire alarm system is operational.
2	Includes \$68,985 Allowance for Security/Cameras & Access Control systems.
<b>Division 31 Earthwork</b>	
1	Included as shown and specified
<b>Division 32 Exterior Improvements</b>	
1	Includes \$30,000 Allowance for Landscaping & Irrigation
<b>Division 33 Utilities</b>	
1	Includes \$50,000 Allowance for relocation of Electric Underground Service
2	Excludes any provisions for temporary power during electric service switch over.
3	Includes \$36,200 Allowance for relocation of Underground Gas Service

# **Exhibit F**



## Contract Documents List

### Coppell Justice Center

Date: 5/9/2025

		Bid & Permit	Addendum 1
		3/21/2025	4/11/2025
Drawings			
GENERAL			
G-001	Cover Sheet & Index	X	
G-011	Symbols, Legends & Abbreviations	X	
G-021	Accessibility Standards	X	
G-022	Accessibility Standards	X	
G-023	Accessibility Standards	X	
G-101	Life Safety Information		X
G-102	Life Safety Plan		X
G-103	Storm Shelter Information		X
G-111	Phasing Plan	X	
CIVIL			
C-101	Existing Conditions	X	
CD-101	Demolition Plan	X	
CE-101	Erosion Control Plan	X	
CS-101	Site Plan	X	
CS-501	Site Plan Details	X	
CG-101	Grading Plan	X	
CU-101	Utility Plan	X	
CU-201	Utility Profiles	X	
CU-501	Utility Plan Details	X	
STRUCTURAL			
S-001	General Notes		X
S-002	Typical Foundation Details	X	
S-003	Typical Framing Details	X	
S-004	Typical ICF Details	X	
S-005	Storm Shelter Notes & MWFRS Plans		X
S-006	Special Inspections IBC 2015		X
S-111	Foundation Plan And Details	X	
S-121	Roof Framing Plan And Details		X
S-201	Storm Shelter Wall Elevations		X
ARCHITECTURAL			
A-001	Architectural / Interior Legends	X	
A-002	Interior Partition Schedule	X	
A-101	Demolition Plan and Reflected Ceiling Plan		X
A-110	Floor Plan - Overall		X
A-111	Annotated/ Dimensioned Floor Plan		X
A-131	Reflected Ceiling Plan	X	

## Contract Documents List Coppell Justice Center

Date: 5/9/2025

		Bid & Permit	Addendum 1
		3/21/2025	4/11/2025
A-141	Roof Plan		X
A-201	Exterior Elevations	X	
A-211	Interior Elevations		X
A-212	Interior Elevations		X
A-301	Building Sections	X	
A-311	Wall Sections	X	
A-312	Wall Sections		X
A-315	Millwork Sections	X	
A-401	Enlarged Plans	X	
A-402	Enlarged Reflected Ceiling Plans	X	
A-501	Plan Details	X	
A-502	Section Details	X	
A-503	Section Details	X	
A-504	Ceiling Details	X	
A-601	Door, Aluminum Frame & Glazing Schedule	X	
A-701	Door & Glazing Details	X	
INTERIOR			
I-001	Interior Legends & Abbreviations		X
I-101	Finish Plan		X
I-131	Furniture Plan - First Floor	X	
FIRE PROTECTION			
F-111	Fire Protection Plan	X	
PLUMBING			
P-001	Plumbing Abbreviations & Legends	X	
P-101	Plumbing Demolition Plan		X
P-111	Plumbing Plan		X
P-112	Plumbing Roof Plan		X
P-601	Plumbing Schedules		X
MECHANICAL			
M-001	Mechanical Abbreviations & Legends	X	
M-101	Mechanical Demolition Plan	X	
M-111	Mechanical Plan		X
M-601	Mechanical Schedules		X
ELECTRICAL			
E-001	Electrical Abbreviations & Legend	X	
ES100	Electrical Site Plan	X	
E-101	Electrical Demolition Plan	X	
E-111	Lighting Plan		X

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		Bid & Permit	Addendum 1
		3/21/2025	4/11/2025
E-121	Power Plan		X
E-131	Communications Plan		X
E-141	Mechanical Electrical Equipment Power Plan	X	
E-501	Electrical Details & Riser Diagram	X	
E-601	Electrical Schedules	X	
Specifications			
00 31 32	Geotechnical Data	X	
	Geotechnical Report	X	
01 10 00	Summary	X	
01 20 00	Price and Payment Procedures	X	
01 30 00	Administrative Requirements	X	
	RFI Form	X	
	AIA Document C106-2022 Digital Data Licensing Agreement	X	
01 33 00	Submittal Procedures	X	
01 40 00	Quality Requirements	X	
01 42 00	References	X	
01 50 00	Temporary Facilities and Controls	X	
01 50 10	Erosion Sediment Control During Construction	X	
01 60 00	Product Requirements	X	
01 70 00	Execution and Closeout Requirements	X	
01 91 13	General Commissioning Requirements	X	
02 41 19	Selective Demolition	X	
03 10 00	Concrete Forming and Accessories	X	
03 11 19	Insulated Concrete Forming (ICF)	X	
03 20 00	Concrete Reinforcing	X	
03 30 00	Cast-in-Place Concrete	X	
04 05 23	Through-Wall and Wall Substrate Flashing System	X	
04 20 00	Unit Masonry	X	
05 12 00	Structural Steel Framing	X	
05 21 00	Steel Joist Framing	X	
05 31 00	Steel Decking	X	
05 40 00	Cold-Formed Metal Framing	X	
05 50 00	Metal Fabrications	X	
06 10 00	Rough Carpentry	X	
06 16 00	Sheathing	X	
06 41 16	Plastic-Laminate-Clad Architectural Cabinets	X	
07 21 00	Thermal Insulation	X	





## Contract Documents List

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		Bid & Permit	Addendum 1
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07 24 13	Polymer-Based Exterior Insulation and Finish System (EIFS)	x	
07 26 00	Vapor Retarders	x	
07 27 26	Fluid-Applied Membrane Air Barriers	x	
07 52 00	Cold Process Modified Bitumen Roofing	x	
07 62 00	Sheet Metal Flashing and Trim	x	
07 71 00	Roof Specialties	x	
07 84 13	Penetration Firestopping	x	
07 84 43	Joint Firestopping	x	
07 92 00	Joint Sealants	x	
07 92 19	Acoustical Joint Sealants	x	
07 95 13.13	Interior Expansion Joint Cover Assemblies	x	
07 95 13.16	Exterior Expansion Joint Cover Assemblies	x	
08 11 13	Hollow Metal Doors and Frames	x	
08 14 15	Flush Wood Doors	x	
08 31 13	Access Doors and Frames	x	
08 34 90	Tornado-Resistant Assemblies	x	
08 36 13	Sectional Doors	x	
08 41 13	Aluminum-Framed Entrances and Storefronts	x	
08 71 00	Door Hardware	x	
08 87 00	Decorative Film		x
08 80 00	Glazing	x	
09 22 16	Non-Structural Metal Framing	x	
09 29 00	Gypsum Board	x	
09 30 13	Ceramic Tiling	x	
09 51 13	Acoustical Panel Ceilings	x	
09 51 23	Acoustical Tile Ceilings	x	
09 65 13	Resilient Base and Accessories	x	
09 65 19	Resilient Tile Flooring	x	
09 65 66	Resilient Athletic Flooring	x	
09 68 13	Tile Carpeting	x	
09 77 20	Decorative Fiberglass Reinforced Wall Panels	x	
09 91 13	Exterior Painting	x	
09 91 23	Interior Painting	x	
09 96 11	High-Performance Coatings	x	
10 21 13.19	Plastic Toilet Compartments	x	
10 21 19	Solid Plastic Shower and Dressing Compartments	x	
10 26 00	Wall and Door Protection	x	
10 28 00	Toilet and Bath Accessories	x	x

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		Bid & Permit	Addendum 1
		3/21/2025	4/11/2025
10 44 13	Fire Protection Cabinets	X	
10 44 16	Fire Extinguishers	X	
10 51 13	Metal Lockers	X	X
10 51 15	Metal Gear Lockers		X
10 73 13	Awnings	X	
10 82 00	Louvered Roof Top Equipment Screens	X	
11 30 13	Residential Appliances	X	
12 36 61.19	Quartz Agglomerate Countertops	X	
21 05 00	Common Work Results for Fire Suppression	X	
21 13 13	Wet-Pipe Sprinkler Systems	X	
22 07 00	Plumbing Insulation	X	
22 11 00	Facility Water Distribution	X	
22 13 00	Facility Sanitary Sewerage	X	
22 14 00	Facility Storm Drainage	X	
22 33 00	Domestic Water Heaters	X	
22 40 00	Plumbing Fixtures	X	
23 05 00	General Mechanical Requirements	X	
23 05 00.20	Basic Mechanical Materials and Methods	X	
23 05 29	Hangers and Supports for HVAC Piping and Equipment	X	
23 05 53	Identification for HVAC Piping and Equipment	X	
23 05 93	Testing, Adjusting, and Balancing for HVAC	X	
23 07 00	HVAC Insulation	X	
23 09 00	BAS Instrumentation and Control	X	
23 11 23	Facility Natural-Gas Piping	X	
23 23 00	Refrigerant Piping	X	
23 31 00	HVAC Ducts and Casings	X	
23 33 00	Air Duct Accessories	X	
23 34 00	HVAC Fans	X	
23 37 00	Air Outlets and Inlets	X	
23 74 16.11	Packaged, Small-Capacity, Rooftop Air Conditioning Units	X	
23 81 27	Variable Refrigerant Flow Air Conditioning Systems	X	
26 05 00	Basic Electrical Methods	X	
26 05 13	Building Wire and Cable	X	
26 05 19	Equipment Wiring Systems	X	
26 05 26	Grounding and Bonding	X	
26 05 29	Supporting Devices	X	
26 05 33	Conduit	X	
26 05 33.16	Boxes	X	

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		Bid & Permit	Addendum 1
		3/21/2025	4/11/2025
26 05 53	Electrical Identification	X	
26 09 24	Lighting Controls	X	
26 12 16	Dry Type Transformers	X	
26 18 39	Enclosed Motor Controllers	X	
26 24 19	Switchboards and Panelboards	X	
26 27 26	Wiring Devices	X	
26 28 16.16	Enclosed Switches	X	
26 41 00	Facility Lightning Protection	X	
26 51 00	Interior Lighting	X	
27 00 10	Supplemental Requirements for Communications	X	
27 05 26	Grounding and Bonding for Communications	X	
28 31 00	Fire Alarm Systems	X	
28 35 00	Emergency Radio Communication Enhancement Systems	X	
31 10 00	Site Clearing	X	
31 20 00	Earth Moving	X	
31 20 00.10	Earth Moving for Facility	X	
31 23 33	Trenching and Backfilling	X	
31 50 00	Excavation Support and Protection	X	
31 63 29	Drilled Concrete Piers and Shafts	X	
32 13 13	Concrete Paving	X	
32 13 73	Concrete Paving Joint Sealants	X	
32 16 12	Concrete Sidewalks, Curbs, and Gutters	X	
32 17 23	Pavement Markings	X	
33 10 00	Water Utilities	X	
33 13 00	Disinfecting Water Utility Distribution	X	
33 31 00.10	Sanitary and Storm Utility Sewerage Piping	X	
	Addendum 1		X