



**CITY OF MARSHALL, TEXAS
SPECIAL-CALLED CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL, 401 SOUTH ALAMO
THURSDAY, OCTOBER 1, 2020, 6:00 P.M.**

This meeting will be conducted utilizing a video and audio conferencing tool, as well as, a standard conference call. Instructions and direct links to view the meeting or speak during Citizen Comment can be found at www.marshalltexas.net.

1. **CALL TO ORDER AND ROLL CALL**
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2. **RESOLUTION**

- A. Discussion, consideration and action upon a resolution of the City Commission of the City of Marshall authorizing the approval of a Design Build Amendment to the Design Build Contract between The City of Marshall and Berry and Clay Construction for the construction of a new animal adoption center, approving the drawing designs and specifications included within the Design Build Amendment, and authorizing the expenditure of One Million Five Hundred Ninety-Nine Thousand Nine Hundred Seventy Four and 63/100 Dollars (\$1,599,974.63) as a stipulated sum for the Design Build Amendment. (City Manager)
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3. **ADJOURNMENT**
Page 29

Posted: September 28, 2020
5:00 p.m.
N. Smith

This meeting will be conducted in accordance with the Americans with Disabilities Act. Requests for sign interpretive services will be available with at least 48-hour notice prior to the meeting. To make arrangements for these services, please call the City Secretary's Office at 903-935-4446.

ITEM 1

CALL TO ORDER AND ROLL CALL

ITEM 2A

RESOLUTION

**DISCUSSION, CONSIDERATION AND
ACTION UPON A RESOLUTION OF
THE CITY COMMISSION OF THE
CITY OF MARSHALL AUTHORIZING
THE APPROVAL OF A DESIGN BUILD
AMENDMENT TO THE DESIGN
BUILD CONTRACT BETWEEN THE
CITY OF MARSHALL AND BERRY
AND CLAY CONSTRUCTION**

MEMORANDUM

To: Members of the City Commission

From: Mark Rohr, City Manager

Date: September 25, 2020

Subject: Consider an amendment to the original design/build contract to approve the construction of an animal adoption center

The attached agreement authorizes the approval of a Design/Build Contract for the construction of an animal adoption center.

City staff and the City Attorney have negotiated and prepared the attached contract for Design/Build services for the construction of an animal adoption center and requests the approval of the Commission.

RESOLUTION _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS AUTHORIZING THE APPROVAL OF A DESIGN/BUILD CONTRACT FOR THE DEVELOPMENT, DESIGN AND CONSTRUCTION OF A NEW ANIMAL ADOPTION CENTER

WHEREAS, on August 22, 2019, the Marshall City Commission approved the Design/Build method of project delivery for the construction of a new animal adoption center, finding the process allowed the city and its citizens to achieved the best value for the new facility; and

WHEREAS, on February 27, 2020, the City Commission approved the issuance of a Request for Qualifications and Proposals for the Development, Design and Construction of a new Animal Adoption Center; and

WHEREAS, on June 25th, 2020 the City Commission entered into a Design Build Contract with Berry and Clay Construction; and

WHEREAS, Berry and Clay Construction has developed drawings and specifications for the construction of an animal adoption center which meet the needs of the City, and which have been approved by the city's consultant; and

WHEREAS, the city has completed all of the steps in the D/B process and has negotiated an amount that is acceptable to both sides for the amount of the contract

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARSHALL, TEXAS;

Section 1. The City Manager is hereby authorized to finalize and execute the Design/Build Amendment to begin the construction of an animal adoption center with Berry and Clay Construction, and obligate the City of Marshall to the pay the consideration denoted as the "Stipulated Sum" in the Design Build Amendment.

Section 2. This Resolution shall become effective as and from the date of final passage.

PASSED, APPROVED AND ADOPTED this _____ day of _____, 2020.

Mayor of the City Commission
of the City of Marshall, Texas

ATTEST:

Acting City Secretary



AIA[®] Document A141™ – 2014 Exhibit A

Design-Build Amendment

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

for the following PROJECT:

(Name and location or address)

The City of Marshall Animal Shelter and Adoption Center located on Lot 1, Hilltop Subdivision of the City of Marshall, Texas as described in the plat recorded under instrument number 2020-000006169. Official Public Records of Harrison County having a Municipal address of 2520 Travis St., Marshall, Texas, as further described here in.

THE OWNER:

(Name, legal status and address)

The City of Marshall, Texas, a political subdivision
401 S. Alamo
Marshall, Texas 75670

THE DESIGN-BUILDER:

(Name, legal status and address)

Berry and Clay Construction
190 W 1st Street
Rusk, Texas 75785

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

TABLE OF ARTICLES

A.1 CONTRACT SUM

A.2 CONTRACT TIME

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

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

(Check the appropriate box.)

Stipulated Sum, in accordance with Section A.1.2 below

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

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

Init.

- Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below
- Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

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

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be One-Million Five-Hundred and Ninety-Nine Thousand Nine Hundred Seventy-Four Dollars and Sixty Three Cents (\$ 1,599,974.63), subject to authorized adjustments as provided in the Design-Build Documents.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

§ A.1.2.3 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

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

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

§ A.1.3.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

Not Applicable.

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

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

§ A.1.4.2 The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)

Not Applicable.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed (\$), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

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

Not Applicable.

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.

(Provide information below or reference an attachment.)

Not Applicable.

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

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

Not Applicable.

§ A.1.4.3.4 Unit Prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Not Applicable.</u>		

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

Not Applicable.

§ A.1.5 Payments**§ A.1.5.1 Progress Payments**

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

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

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

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

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

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum ~~or Cost of the Work with a Guaranteed Maximum Price~~, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. ~~Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall~~

be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

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

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

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

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

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:

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

None.

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

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

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

§A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms:

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

§A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.
- .2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;
- .6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

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

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

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

ARTICLE A.2 CONTRACT TIME

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

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than Two-hundred and twenty-eight (228) days from the date of this Amendment, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

The date of commencement will be upon completion of City performed earthwork.

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

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

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

§ A.3.1.1 The Supplementary and other Conditions of the Contract: General Conditions of the Contract for Construction AIA 201, 2017 Edition, except where the General Conditions conflict with the language contained in the Design Build Contract (or any attachment thereto) or the Design Build Addendum, both which shall control over the General Conditions. Supplemental Conditions that were included in the Project Manual are NOT part of the contract.

Document	Title	Date	Pages
<u>Exhibit E</u>	<u>Value Engineering Exclusions and Clarifications</u>	<u>9-28-2020</u>	<u>3 pages</u>

§ A.3.1.2 The Specifications:

Init.

(Either list the specifications here or refer to an exhibit attached to this Amendment.)

As outlined on attached Exhibit B dated 9-21-2020. Some of the Specifications were modified by Addendum. Please note, there were two Addendums; Addendum No. 1 dated 9-15-2020 and contained 17 pages, and Addendum No. 2 dated 9-15-2020 and contained 11 pages.

Section	Title	Date	Pages
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§ A.3.1.3 The Drawings:

(Either list the drawings here or refer to an exhibit attached to this Amendment.)

As outlined on attached Exhibit C dated 9-21-2020. Some of the Drawings were modified by Addendum. Please note, there were two Addendums; Addendum No.1 dated 9-15-2020 and contained 17 pages, and Addendum No. 2 dated 9-15-2020 and contained 11 pages.

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:

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

Title	Date	Pages
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Other identifying information:

Addendum No.1	Dated 9-15-2020	17 pages
Addendum No. 2	Dated 9-15-2020	11 pages
<u>Exhibit D VE 2.2 GMP Marshall Animal Adoption dated 9-25-2020</u>		

§ A.3.1.5 Allowances and Contingencies:

(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

See Exhibit E, Value Engineering Exclusions and Clarifications, dated 9-28-2020.

.1 Allowances

.2 Contingencies

As listed in the Project Manual or elsewhere.

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

As shown on Exhibit E, Value Engineering Exclusions and Clarifications, dated 9-28-2020

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

See Exhibit E, Value Engineering Exclusions and Clarifications, dated 9-28-2020

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

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

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

(Identify name, title and contact information.)

.1 Superintendent

Phillip Gentles

.2 Project Manager

Eric Berry

.3 Others

Office Manager: Becky Blankinship

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

Moxie Plumbing
East Texas Electric
All Elements HVAC
Bearden Concrete
Hendricks Construction
Gardner Acoustical
Strong Built Fencing
Assured Insulating
American Glass
Reneau Roofing
Sword Company
Page Painting
Johnson and Sons
Tyler Wood Work

ARTICLE A.5 COST OF THE WORK

§ A.5.1 A.5.1.0 Cost To Be Reimbursed as Part of the Contract

Notwithstanding anything herein to the contrary, all costs, including but not limited to the categories stated herein, are part of and included within the "Stipulated Sum" to be paid by Owner described in Section A.1.2.1. In no event will Owner be liable to Design-Builder for any amount exceeding the "Stipulated Sum," defined in Section A.1.2.1 unless Owner has executed a written change order in accord with the Agreement and this addendum.

This provision shall control over all other provisions contained herein, or within any attachment or addendum hereto."

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ A.5.1.1.2 With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.

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

Person Included	Status (full-time/part-time)	Rate (\$0.00)	Rate (unit of time)
<p>§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.</p>			
<p>§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.</p>			
<p>§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.</p>			
<p>§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.</p>			
<p>§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction</p>			
<p>§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.</p>			
<p>§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.</p>			
<p>§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items</p>			
<p>§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.</p>			
<p>§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.</p>			
<p>§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.</p>			
<p>§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.</p>			
<p>§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.</p>			

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.

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

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

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

§ A.5.1.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.

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

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

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

§ A.5.1.5.9 With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

§ A.5.1.5.10 That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ A.5.1.6 Other Costs and Emergencies

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

§ A.5.1.6.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

§ A.5.1.6.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any

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person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

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

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

- .1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;
- .2 Expenses of the Design-Builder's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Section A.5.1;
- .4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;
- .5 Except as provided in Section A.5.1.6.3 of this Agreement, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Section A.5.1; and
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

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

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

§ A.5.4 Other Agreements

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

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

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

§ A.5.5 Accounting Records

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

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

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

OWNER (Signature)

DESIGN-BUILDER (Signature)

(Printed name and title)

(Printed name and title)

DATE SIGNED: _____

DATE SIGNED: _____

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Michael Barnard, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 16:29:29 ET on 09/28/2020 under Order No. 1550602230 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A141™ - 2014 Exhibit A, Design-Build Amendment, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

President

(Title)

9-28-2020

(Dated)

EXHIBIT B**9-21-2020**

The City of Marshall Animal Shelter and Adoption Center located on Lot 1, Hilltop Subdivision of the City of Marshall, Texas as described in the plat recorded under instrument number 2020-000006169. Official Public Records of Harrison County having a Municipal address of 2520 Travis St., Marshall, Texas, as further described here in.

Article A

3.1.2 The Specifications are those contained in the Project Manual dated September 2020 as prepared by Goodwin-lasiter-Strong, unless otherwise modified by Addendum.

<u>SECTION</u>	<u>TITLE</u>	<u>PGS</u>
	BERRY AND CLAY – INSTRUCTIONS TO BIDDERS	3
00460	ALTERNATES	1
00600	PERFORMANCE AND PAYMENT BOND FORMS	1
00702	CONTRACT FORMS & GENERAL CONDITIONS	1
00860	INDEX OF DRAWINGS	1
01001	BASIC REQUIREMENTS	14
01085	APPLICABLE STANDARDS	2
01200	PROJECT MEETINGS	2
01250	SUBSTITUION PROCEDURES	2
01410	TESTING LABORATORY SERVICES	3
01600	PRODUCT REQUIREMENTS	3
01601	SUBSTITUTION REQUEST FORM	4
01700	PROJECT CLOSEOUT	2
02050	DEMOLITION	2
02100	SITWORK – CLEARING	2
02210	SITE GRADING	4
02220	STRUCTURAL EXCAVATION AND BACKFILL	3
02221	TRENCHING	5
02223	EARTHWORK FOR PAVING	5
02271	HYDROMULCH SEEDING	3
02272	BONDED FIBER MATRIX SEEDING	3
02274	STORM WATER AND POLLUTION PREVENTION	2
02280	SOIL POISONING	2

02580	PAVEMENT MARKING	2
02622	PVC PIPE AND FITTINGS	4
02623	PVC PRESSUER PIPE (AWWA C900/C905)	5
02640	GATE VALVES	1
02645	FIRE HYDRANTS	2
02660	CONNECTION TO EXISTING WATER MAINS	1
02675	DISINFECTION OF WATERLINES	1
02723	POLYETHYLENE CULVERTS	2
02730	SANITARY SEWERS	5
02736	SANITARY SEWER FORCE MAINS	4
02811	LANDSCAPE IRRIGATION	5
02821	SODDING AND FERTILIZING LAWN AREAS	3
02830	CHAINLINK FENCING	4
02831	FENCE WIND SCREENS (ADDENDUM NO.1)	1
02900	LANDSCAPE PLANTING	5
02905	METAL LANDSCAPE EDGING	2
03313	CONCRETE STRUCTURES	7
03354	DYED POLISHED CONCRETE	8
04221	CONCRETE MASONRY	5
05000	METALS	2
05120	STEEL STRUCTURES	5
05810	EXPANSION JOINT COVER ASSEMBLIES	1
05901	EXTRUDED ALUMINUM CANOPIES	2
06100	ROUGH CARPENTRY	3
06190	WOOD TRUSSES	3
06200	FINISH CARPENTRY	3
06220	MILLWORK	7
06610	ACRYLIC SOLID SURFACING	4
07190	WATERPROOFING	3

07610	METAL ROOFING (ADDENDUM NO. 1)	5
07920	SEALANTS AND CAULKING	5
08000	DOORS AND WINDOWS	2
08110	METAL DOORS AND FRAMES	4
08111	STAINLESS STEEL DOOR FRAME	2
08112	METAL DOORS AND FRAMES	4
08214	PLASTIC LAMINATE FACED FLUSH WOOD DOORS	3
08220	FIBERGLASS REINFORCED PLASTIC DOORS AND FRAMES (ADDENDUM NO. 1)	4
08522	ALUMINUM WINDOWS AND STOREFRONT	4
08700	FINISH HARDWARE	3
08800	GLASS AND GLAZING	2
09000	FINISHES	2
09200	LATH AND PLASTER	5
09314	CERAMIC TILE	6
09512	ACOUSTICAL SUSPENDED CEILINGS	4
09650	RESILIENT FLOORING	4
09725	EPOXY FLOORING (ADDENDUM NO. 1)	3
09901	PAINTS AND COATINGS	11
09952	FIBERGLASS REINFORCED PANELS	2
10260	CORNER GUARDS	4
10350	ALUMINUM FLAGPOLES	2
10400	IDENTIFYING DEVICES	3
10500	LOCKERS	2
10520	EXTINGUISHER CABINET AND EXTINGUISHER	2
10800	TOILET ACCESSORIES	4
11309	PACKAGED LIFT STATION (SUBMERSIBLE)	5
11330	RETRACTABLE STAIRS	3
11440	APPLIANCES	2
11600	ANIMAL EQUIPMENT (ADDENDUM NO. 2)	12

12493	HORIZONTAL LOUVER BLINDS	3
15010	MECHANICAL	11
15063	COPPER TUBING FOR WATER PIPE	3
15064	PEX-B TUBING FOR WATER PIPE	4
15065	PEX-A TUBING FOR DOMESTIC WATER PIPING	4
15150	SANITARY WASTE AND VENT PIPING	2
15440	PLUMBING FIXTURES	2
15550	HEATING, VENTILATION AND AIR CONDITONING	9
15890	METAL DUCTWORK & AIR DISTRIBUTION	7
15891	DUCTWORK & AIR DISTRIBUTION	7
16100	ELECTRICAL SERVICE AND DISTRIBUTION	5
16500	LIGHTING	2
16720	FIRE ALARM SYSTEM	3
16722	DATA AND TELEPHONE CABLE PLANT	13

— END OF EXHIBIT A —

EXHIBIT C

9-21-2020

The City of Marshall Animal Shelter and Adoption Center located on Lot 1, Hilltop Subdivision of the City of Marshall, Texas as described in the plat recorded under instrument number 2020-000006169. Official Public Records of Harrison County having a Municipal address of 2520 Travis St., Marshall, Texas, as further described here in.

Article A

A.3.1.3 The Drawings are those listed below and dated September 2020, as prepared by Goodwin-lasiter-Strong, unless otherwise modified by Addendum.

<u>SHEET NO.</u>	<u>SHEET DESCRIPTION</u>
TS	TITLE SHEET
G1	ACCESSIBILITY INFO. & LEGENDS
G2	ACCESSIBILITY INFORMATION
C1.11	SITE PLAN (ADDENDUM NO. 1)
C1.12	GRADING PLAN
C1.13	UTILITIES & DETENTION PLAN
C1.21	CIVIL DETAILS
C1.22	CIVIL DETAILS (ADDENDUM NO. 2)
L10.11	LANDSCAPE PLAN
L10.21	LANDSCAPE & IRRIGATION DETAILS
L10.22	LANDSCAPE 7 IRRIGATION DETAILS
S2.0	STRUCTURAL NOTES (ADDENDUM NO. 2)
S2.01	STRUCTURAL NOTES
S2.11	FOUNDATION PLAN & DETAILS (ADDENDUM NO. 1)
S2.12	SHEAR WALL TIE DOWN PLANS 7 DTLS.
S2.21	FOUNDATION DETAILS
S3.11	ROOF FRAMING PLAN & DETAILS
A4.11	ARCHITECTURAL FLOOR PLAN
A4.12	DIMENSIONAL FLOOR PLAN
A4.31	DOOR & WINDOW SCH. & ELEVATIONS (ADDENDUM NO. 1)
A4.51	ROOF PLAN
A4.61	ARCHITECTURAL DETAILS
A5.11	EXTERIOR ELEVATIONS
A5.21	BUILDING SECTIONS
A5.22	WALL SECTIONS
A5.23	WALL SECTIONS
A5.24	WALL SECTIONS
A6.11	INTERIOR ELEVATIONS
A6.21	FLOOR PATTERN PLAN
A6.31	MILLWORK SECTIONS & SCHEDULES
M7.11	MECHINCL PLAN & DETAILS (ADDENDUM NO. 2)
M7.21	MECHANICAL DETAILS
M7.22	MECHANICAL SCHEDULES (ADDENDUM NO. 2)
P8.11	SANITARY SEWER PLAN & DETAILS (ADDENDUM NO. 2)
P8.21	HOT/COLD WATER PLAN & DETAILS
E1	ELECTRIAL SITE PLAN
E9.11	POWER PLAN & DETAILS
E9.21	REFLECTED CEILING PLAN & DTLS.
E9.31	ONE-LINE DIAGRAM & PANEL SCH'S. (ADDENDUM NO. 2)



City of Marshall Animal Adoption Center
 Guaranteed Maximum Price
 Date: 9-25-2020

VE = "Value Engineering" Indicates deviation form the plans and specification.

CONTINGENCIES AND ALLOWANCES

VE	Allowance- Electrical by Provider	\$	-
VE2	Contractor Contingency	\$	15,000.00

TEMPORARY FACILITIES AND CONTROLS

	Water Taps, Meters and Fees	\$	-
	Sewer Taps and Fees	\$	-
	Building Permit and Plan Review	\$	-
VE	Temporary electricity	\$	-
VE	Temporary Water	\$	-
	Temporary Toilets and Hand Wash	\$	3,750.00
VE	Temporary Fencing	\$	-
VE2	Dumpster Rental/Removal	\$	-
	Splash Blocks	\$	500.00
VE	Job Sign	\$	-
	SW3P	\$	649.00
	TDLR Review	\$	1,350.00
VE2	Continuous Cleaning and Labor	\$	-
VE2	Final Clean	\$	-

SITE WORK

VE	Site Utilities	\$	-
VE	Storm Sewer System	\$	-
	Erosion Control	\$	6,700.00
VE	Rip Wrap	\$	-
VE	Landscape and Irrigation	\$	-
	Field Engineering- Staking	\$	3,500.00
VE2	Fine Grading	\$	8,400.00
VE2	Relocation of Spoils	\$	-
	Seeding and Hydro mulch	\$	9,562.00
VE	Temp Irrigation	\$	2,550.00
VE	Solid Sod (swales and inlets only)	\$	-
VE	Chain Link Fencing	\$	35,600.00

	<i>Paving Sealants</i>	\$	1,500.00
	<i>Parking Lot Markings</i>	\$	1,795.00
	<i>Sleeves</i>	\$	1,500.00
VE	<i>Culvert and Slopped End Treatments (1)</i>	\$	-
CONCRETE STRUCTURES			
VE2	<i>CIP Concrete</i>	\$	206,250.00
	<i>Termite Pretreatment</i>	\$	-
MASONRY			
	<i>Masonry</i>	\$	105,085.00
METALS			
	<i>Structural Steel and Erection</i>	\$	6,540.00
	<i>Simpson Accessories</i>	\$	1,221.00
	<i>Anchor Bolts</i>	\$	675.00
VE	<i>Extruded Aluminum Canopy</i>	\$	3,500.00
	<i>Trench Grate Covers</i>	\$	6,500.00
WOOD AND PLASTICS			
	<i>Framing, Frame Material, Drywall and Labor</i>	\$	210,250.00
	<i>Crane and Rigging</i>	\$	4,950.00
VE	<i>Millwork</i>	\$	39,400.00
VE	<i>Finish Carpentry</i>	\$	1,500.00
	<i>Wood Blocking</i>	\$	1,500.00
OPENINGS			
	<i>Aluminum Storefronts and Glazing</i>	\$	54,700.00
	<i>Hollow Metal Doors, Frames and Installation</i>	\$	6,861.00
	<i>P-Lam Wood Doors and Installation</i>	\$	10,399.00
	<i>Door Hardware and Installation</i>	\$	29,500.00
THERMAL AND MOISTURE			
	<i>Steel Roofing</i>	\$	-
	<i>Asphalt Shingles, Gutters and Downspouts</i>	\$	30,100.00
	<i>Masonry Foam Insulation</i>	\$	1,426.00
VE2	<i>Spray Foam Insulation (batts)</i>	\$	13,990.00
VE	<i>Joint Sealants and Caulking</i>	\$	2,750.00
FINISHES			
	<i>Drywall Assemblies</i>	\$	-
VE2	<i>Painting and Mud Work</i>	\$	41,245.00
VE2	<i>Acoustical Ceilings</i>	\$	18,842.00
	<i>FRP Wall Panels</i>	\$	1,800.00
VE2	<i>Sealed and Polished Concrete</i>	\$	10,919.00
VE2	<i>Ceramic Tile</i>	\$	-
VE2	<i>Rubber Base</i>	\$	1,350.00
SPECIALITIES			
	<i>Toilet Accessories Installed</i>	\$	2,819.00
VE2	<i>Signage Installed</i>	\$	-
VE2	<i>Lockers and Installation</i>	\$	-

	<i>Corner Guards Installed</i>	\$	2,932.00
	<i>Fire Extinguishers and Cabinets</i>	\$	1,509.00
VE	<i>Mirrors</i>	\$	900.00
FURNISHINGS			
VE	<i>Retractable stairs</i>	\$	1,500.00
VE	<i>Animal Equipment per Addendum 2(Galvanized Kennels)</i>	\$	133,573.00
VE	<i>Horizontal Aluminum Blinds</i>	\$	-
MECHANICAL			
VE	<i>Plumbing</i>	\$	108,500.00
VE	<i>HVAC System</i>	\$	109,992.00
VE	<i>Certified Test and Balance</i>	\$	-
ELECTRICAL			
	<i>Electrical</i>	\$	156,900.00
VE2	<i>Design Team Fee</i>	\$	78,650.00
	<i>Design Team Fee Change Order</i>	\$	3,700.00
SUB TOTAL		\$	1,504,584.00
FEES			
	<i>In-direct Cost</i>		1.50%
	<i>Builders Risk Policy</i>		.19%
	<i>Liability/Umbrella Policy</i>		.32%
	<i>Payment and Performance Bond</i>		1.08%
	<i>Design Builders Fee</i>		3.25%
	<i>6.34%</i>	\$	95,390.63
TOTAL		\$	1,599,974.63

PENDING VE ITEMS

- *Omit stone veneer at south elevation for siding.
- * Deduct 3 windows above the entrance door -\$4000
- * Electrical fixture VE

EXHIBIT E Value Engineering, Exclusions and Clarifications



Project: City of Marshall Animal Adoption Center

Date: 9-28-2020

**It is agreed upon by the City of Marshall, Shelter Planners of America and Berry & Clay that the changes noted in this document supersede the drawings and project manual.*

Contract Time

1. It is agreed upon that the duration of construction is 33 weeks per AIA 14-2014. Construction time for our scope of work begins once the owner performed earthwork is complete.

Basic Requirements

1. Allowances are as noted in the GMP, all allowances listed in the Project Manual have been changed or omitted.
2. The hardware allowance had been changed to a fixed price.
3. There is no electrical infrastructure allowance included. The city will pay any infrastructure charges from the electricity service provider if there are charges to bring electricity to the site.
4. The Contractor Contingency is for use as deemed necessary by Berry and Clay. Any unused Contractor Contingency will be returned to owner.
5. No bid alternates are included in the GMP.
6. The city will provide labor for jobsite clean-up and miscellaneous tasks where general labor is required.
7. Berry & Clay accepts no responsibility for the structural building pad installed by the city.
8. The city will provide dumpsters for the job site.
9. City will provide temporary water usage for the jobsite.
10. The city will provide temporary electricity usage for the jobsite.
11. Security fencing has been omitted from the project.
12. The project Sign has been omitted.
13. The Certified Testing and Balance has been omitted.
14. Final cleaning has been omitted from the GMP and will be performed by the city.
15. Testing Lab Services are provided by owner.

Site Utilities

1. Bid includes domestic water service with RPZ to meter and vault provided by the city.
2. Bid Includes sanitary sewer line to lift station provided by city.
3. The lift station and force main will be installed by the city.
4. Water main and Fire hydrants to be installed by the city.

Value Engineering, Exclusions and Clarifications

Site Work and Concrete

1. The city is performing earthwork therefore Berry & Clay accepts no responsibility for the structural building pad.
2. Culvert and slopped end treatments at approach by city.
3. Storm Sewer System omitted for surface sheet flow design.
4. Storm Sewer piping at retention pond to outflow by city.
5. Paving includes curb and gutter only. Concrete paving removed for HMAC done by the city.
6. The city will provide topsoil for the project. We will spread it.
7. The fencing has been changed to galvanize in lieu of black.
8. No wind screen is included on parking lot fence.
9. Downspout drainage leaders are no in the bid.
10. Monument sign is not included in bid. (Conduits only)
11. No solid sod in base bid.
12. We have no paving subgrade prep beyond topsoil and fine grading.
13. Landscape and Irrigation to be performed by the City.
14. Termite pretreatment is not in the base bid. (scope donated by a local company)

Metals

1. The manufacturer of the trench grates and trench covers is contractor's choice.

Framing

2. The exterior sheathing of the building has been discounted for a wall sheathing method. The original design called for solid 5/8" OSB sheathing with 1" foam board covered with another layer of 1/2" OSB. The new design includes 1/2" OSB sheer walls with Densglass infill. Deviation from the energy code may be necessary for this change. The building still has spray foam insulation. R19 walls and R30 ceiling.

Aluminum

1. Extruded aluminum canopy value engineered to framed type canopy or pre finished aluminum type.

Finishes

1. Acoustical suspended ceiling grid is aluminum in lieu of stainless steel.
2. VCT omitted for polished concrete.
3. Ceramic tile omitted for polished concrete floors and painted walls.

Roofing, Thermal and Moisture

1. 30 year shingles in lieu of standing seal metal roofing. Includes 6" gutters.
2. GMP includes a revised exterior wall section detail with 1/2" OSB sheathing and Densglass only.
3. Insulation changed from spray foam to batt insulation. Energy code requirement may need to be waived.

Value Engineering, Exclusions and Clarifications

Specialties

1. Lockers will be supplied and installed by the city.
2. Interior and exterior signage will be supplied and installed by the city.

Furnishings

1. We have galvanized kenneling in lieu of stainless steel.
2. Animal Equipment is supplied as noted in Addendum #2. Addition "owner furnish" equipment is required at facility.
3. Aluminum Blinds are omitted. Owner Furnish contractor Install.

Mechanical

2. Bid includes Dakin Equipment
3. Upgrade to inverter system instead of two stage.
4. Value Engineer EDA dehumidification coils to another brand.
5. Bid includes round equivalent snap lock duct piping.
6. Certified test and balance has been omitted.
7. The mechanical system is designed in accordance with the building code, it does not include a 100% outside air for the kennels.

Electrical

1. Change types A1 and A1S to Metalux CGT series.
2. Change type A1S to a 800 lumen battery pack.
3. Change types B1 and B1S to Metalux STL* series.
4. Remove type B1S battery pack and replace with Surelite SELD series.
5. Change types D1 and D1S to Lumark Accent series.
6. Change type E1 to Evenlite XNY series.
7. Remove types F1 and F2, replace with type F3, change F3 to ALL series 3D for a total of 8.
8. Change type L2 to Lumark Prevail Mombo combo removing the "DIM".
9. Change 14 ceiling mount sensors to in-wall mount sensors.

Low Voltage

- No Fire Alarm System
- No CCTV
- No Security System
- No Access Controls
- No Data Cabling and T-Plant

ITEM 3

ADJOURNMENT