

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, MAY 15, 2019 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Certificate of Recognition to the Texas City ISD Robotics Program.

(b)

Service Awards

Brittany Coburn	Sanitation	05/29/2009	10 years
Thomas Robison	Police	05/24/2009	10 years
Beau Seelen	Public Works	05/19/2009	10 years
Erdkin Hill	Public Works	05/19/2009	10 years
Justin Riedel	Fire	05/18/2009	10 years
William Behan	Fire	05/18/2009	10 years
Michael Rusnak	Fire	05/18/2009	10 years
Catalino Soto	Fire	05/18/2009	10 years
Hector Batista	Fire	05/18/2009	10 years
Francis Cook	Municipal Court	05/14/2009	10 years
Ricardo Ramos	Bayou Golf	05/05/2009	10 years
Bernice Hibbitts	Water	05/03/2004	15 years
Terry Stenson	Fire	05/03/2004	15 years
Jess Colwell	Police	05/15/1989	30 years

(c) Medal of Valor Presentation (Police Department)

(5) REPORTS

- (a) Annual Library Report (Library)
- (b) Athletic Division (Recreation and Tourism)

(6) CONSENT AGENDA

- (a) Approve City Commission Minutes for May 1, 2019 meeting. (City Secretary)
- (b) Consider and take action on Resolution No. 19-039, approving a contract for Bid No. 2019-366 Shared Use Path. (Public Works)
- (c) Consider and take action on Resolution No. 19-040, appointing Nicholas Finan as the City Secretary. (Management Services)
- (d) Consider and take action on Resolution No. 19-041, authorizing the Mayor to enter into an agreement with Gamma Construction Company, Inc. for the Construction Manager at Risk for the Texas City Training Center. (Public Works)
- (e) Consider and take action on Resolution No. 19-042, approving a contract for Bid No. 2019-368 Lift Station SCADA Improvements - Phase 1. (Public Works)

(7) REGULAR ITEMS

- (a) Consider and take action on Ordinance No. 19-10, amending the City's fiscal year 2018-2019 budget to appropriate funds for Bay Street Shared Use Path. (Finance)

(8) PUBLIC COMMENTS

(9) MAYOR'S COMMENTS

(10) COMMISSIONERS' COMMENTS

(11) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON MAY 10, 2019, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

JAMES M. HARTSHORN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (b)

Meeting Date: 05/15/2019

May 2019 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Brittany Coburn	Sanitation	05/29/2009	10 years
Thomas Robison	Police	05/24/2009	10 years
Beau Seelen	Public Works	05/19/2009	10 years
Erdkin Hill	Public Works	05/19/2009	10 years
Justin Riedel	Fire	05/18/2009	10 years
William Behan	Fire	05/18/2009	10 years
Michael Rusnak	Fire	05/18/2009	10 years
Catalino Soto	Fire	05/18/2009	10 years
Hector Batista	Fire	05/18/2009	10 years
Francis Cook	Municipal Court	05/14/2009	10 years
Ricardo Ramos	Bayou Golf	05/05/2009	10 years
Bernice Hibbitts	Water	05/03/2004	15 years
Terry Stenson	Fire	05/03/2004	15 years
Jess Colwell	Police	05/15/1989	30 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 05/15/2019

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for May 1, 2019 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, MAY 1, 2019 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, MAY 1, 2019, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:01 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor
Bruce Clawson, Commissioner At-Large
Earl Alexander, Commissioner District 1
Abel Garza, Jr., Commissioner District 2
Jami Clark, Commissioner District 4

Absent: Phil Roberts, Mayor Pro Tem, Commissioner At-Large
Dorthea Jones, Commissioner District 3

2. INVOCATION

Led by Pastor Walter Abernathy of the Cathedral of Faith Church.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner Jami Clark.

4. PROCLAMATIONS AND PRESENTATIONS

a. Certificate of Appreciation to the Church of Jesus Christ of Latter-day Saints.

James Hartshorn and members of the Church of Jesus Christ of Latter-day Saints accepted the certificate.

b. It's Time Texas Award to the City of Texas City. (Galveston County Health District)

Kathy Barroso, Galveston County Health District Chief Executive Officer, presented the City Commission with a Certificate of Appreciation for Texas City's participation in the It's Time Texas Community Challenge.

5. PUBLIC HEARING

a. Request by ProEnergy to rezone from "A" (Single Family Residential) to "S-P" (Site Plan) to construct a simple cycle power generating facility. Being approximately 40 acres of land out of the John W. Little Survey. Located in the 5500 block of Attwater Drive.

Motion by Commissioner District 2 Abel Garza, Jr., Seconded by Commissioner At-Large Bruce Clawson to close the public hearing.

Vote: 5 - 0 CARRIED

6. PRELIMINARY ZONING APPROVAL

- a. Approve or deny request to rezone by ProEnergy from "A (Single Family Residential) to "S-P" (Site Plan) to construct a simple cycle power generating facility. Being approximately 40 acres of land out of the John W. Little Survey. Located in the 5500 block of Attwater Drive.

Motion by Commissioner District 2 Abel Garza, Jr., Seconded by Commissioner At-Large Bruce Clawson

Vote: 5 - 0 CARRIED

7. CONSENT AGENDA

Motioned by Commissioner At-Large Bruce Clawson, seconded by Commissioner Abel Garza, Jr. to approve Consent Agenda items a, b, and c.

- a. Approve City Commission Minutes for April 17, 2019 meeting. (City Secretary)

Vote: 5 - 0 CARRIED

- b. Consider and take action on Resolution No. 19-037, approving the annual contract for Bid No. 2019-068 Reinforced Concrete Pipe, Curb Inlet, Catch Basin, and Sealer Annual Contract. (Public Works)

Vote: 5 - 0 CARRIED

- c. Consider and take action on Resolution No. 19-038, appointing and/or re-appointing members to the Galveston County Health District's United Board of Health. (City Secretary)

Vote: 5 - 0 CARRIED

8. STAFF COMMENTS

Thomas Munoz, Emergency Management Director, stated that the Nursing Home Symposium will be held May 9th at the Nessler Center.

David Zacherl, Fire Chief, stated that the Annual Fire Fighter Games on 6th Street will be held on May 17th and 18th.

Dennis Harris, Recreation and Tourism Director, stated that the Cinco de Mayo Parade will be on May 4th starting at 10:00 am.

Michael Skiba, Golf Course Supervisor, stated that the 44th Annual Frances Levissee Rotary Golf Tournament will be held on May 2nd.

9. MAYOR'S COMMENTS

Mayor Doyle announced that James Hartshorn has accepted a position in Pflugerville, Texas.

10. COMMISSIONERS' COMMENTS

Commissioner Earl Alexander announced that the newly renovated Student Center at College of the Mainland is now open.

11. ADJOURNMENT

Having no further business, Commissioner Abel Garza, Jr. made a MOTION to ADJOURN at 5:27 p.m.; the motion was SECONDED by Commissioner Jami Clark. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

James M. Hartshorn, City Secretary

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 05/15/2019

Bid # 2019-366 Bay Street Use Path

Submitted For: Mike McKinley, Public Works

Submitted By: Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for Bid # 2019-366 Shared Use Path.

BACKGROUND

On April 3, 2019, Notice was published and bid packets were made available from ARKK Engineers, through CivcastUSA. Bids were received and opened on April 18, 2019 at 10:00 a.m..

The lowest responsible bidder meeting all requirements was Teamwork Construction Services, Inc. for the total amount of \$397,223.00.

A letter of recommendation with bid tabulation from the project engineering firm, ARKK Engineers, is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department and the City Engineer that the City Commission award this contract to Teamwork Construction Services, Inc. for the total bid amount of \$397,223.00 and authorize the Mayor to execute a contract on behalf of the City Commission. The Public Works Department and the City Engineer, further recommend that the Mayor be authorized to execute change orders, not to exceed 25% of the bid amount, without bringing the matter before Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A

RESOLUTION NO. 19-039

A RESOLUTION AWARDED BID NO. 2019-366 AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TEAMWORK CONSTRUCTION SERVICES, INC., FOR SHARED USE PATH; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on April 3, 2019, bid packets were made available from ARKK Engineers, through CivicastUSA for Bid No. 2019-366 Shared Use Path; and

WHEREAS, bids were received and opened on April 18, 2019, and it is the recommendation of the Public Works Department and the City Engineer to award Bid No. 2019-366 Shared Use Path to Teamwork Construction Services, Inc. for the total bid amount of \$397,223.00.

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

SECTION 1: That the City Commission awards Bid No. 2019-366 Shared Use Path to Teamwork Construction Services, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Teamwork Construction Services, Inc., for the unit prices bid attached hereto as **Exhibit "A"** and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of May 2019.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney



May 3, 2019

Mr. Doug Kneupper, P.E.
City Engineer
City of Texas City
928 5th Avenue North
Texas City, Texas 77592

Re: **Letter of Recommendation for Bay Street Shared Use Path
BID #2019-366**
City of Texas City
ARKK Job No. 18-033

Dear Mr. Kneupper:

On April 18, 2019, six (6) bids were received for the above referenced project. This project involves installing a 12-foot concrete shared use path along Bay Street from 5th Ave North to Dike Road. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Six (6) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.
2. The bids for the project are as follows:

<u>Bidder</u>	<u>Total Bid</u>
Teamwork Construction Services, Inc.	\$397,223.00
Tandem Services, LLC	\$414,093.60
DVL Enterprises, LLC	\$439,390.00
RAC Industries, LLC	\$439,981.60
Hugh Patric Contractors, Inc.	\$546,566.00
K.R. Allen Construction, LLC	\$591,648.28

A copy of the bid tabulation is attached.

3. Qualifications and References – Teamwork Construction Services, LLC submitted a List of Qualifications, Subcontractors and Major Suppliers for this project. All federally required forms were submitted and completed correctly. ARKK has reviewed the list of Teamwork Construction Services's completed projects and a list of projects that are presently in various stages of completion. ARKK has contacted two (2) references listed to get further

information on the performance of Teamwork Construction Services. The references have been positive in nature.

Teamwork Construction Services, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Bay Street Shared Use Path to Teamwork Construction Services, Inc. for a total amount of \$397,223.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

Cc: Mr. Tom Kessler, P.E. – City of Texas City

Bay Street Shared Use Path

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		TANDEM SERVICES, LLC		DVL ENTERPRISES, LLC		RAC INDUSTRIES, LLC		HUGH PATRIC CONTRACTORS, INC.		K.R. ALLEN CONSTRUCTION, LLC	
				TEAMWORK CONSTRUCTION SERVICES, INC.											
BASE BID ITEMS:															
1	Allowance for use by City for General Construction Items as directed by the Engineer (Fixed Amount: \$15,000)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
2	Traffic Control and Regulation, including flagmen, signs, barrels, barricades, relocating and replacing existing signs, complete in place the sum of:	LS	1	\$ 4,695.00	\$ 4,695.00	\$ 4,000.00	\$ 4,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,680.00	\$ 7,680.00	\$ 13,040.00	\$ 13,040.00	\$ 8,693.10	\$ 8,693.10
3	Project Sign, including fabrication, installation, and removal, Complete in Place, the Sum of:	EA	2	\$ 1,450.00	\$ 2,900.00	\$ 950.00	\$ 1,900.00	\$ 2,500.00	\$ 5,000.00	\$ 1,020.00	\$ 2,040.00	\$ 440.00	\$ 880.00	\$ 1,361.82	\$ 2,723.64
4	Select Fill Borrow, Complete in Place, the Sum of:	CY	530	\$ 16.00	\$ 8,480.00	\$ 17.00	\$ 9,010.00	\$ 15.00	\$ 7,950.00	\$ 17.30	\$ 9,169.00	\$ 64.00	\$ 33,920.00	\$ 40.70	\$ 21,572.64
5	Block sodding, Complete in Place, the Sum of:	SY	2400	\$ 4.00	\$ 9,600.00	\$ 5.50	\$ 13,200.00	\$ 5.00	\$ 12,000.00	\$ 5.40	\$ 12,960.00	\$ 8.00	\$ 19,200.00	\$ 5.92	\$ 14,214.27
6	Hydromulch Seeding, Complete in Place, the Sum of:	Acre	3	\$ 2,850.00	\$ 8,550.00	\$ 1,800.00	\$ 5,400.00	\$ 1,500.00	\$ 4,500.00	\$ 1,740.00	\$ 5,220.00	\$ 2,250.00	\$ 6,750.00	\$ 8,917.28	\$ 26,751.83
7	Reinforced Filter fabric barrier, Complete in Place, the Sum of:	LF	3,400	\$ 1.65	\$ 5,610.00	\$ 2.50	\$ 8,500.00	\$ 2.00	\$ 6,800.00	\$ 2.10	\$ 7,140.00	\$ 2.40	\$ 8,160.00	\$ 6.11	\$ 20,777.20
8	Stabilized Construction Exit, Complete in Place, the Sum of:	EA	3	\$ 1,950.00	\$ 5,850.00	\$ 2,000.00	\$ 6,000.00	\$ 1,500.00	\$ 4,500.00	\$ 1,680.00	\$ 5,040.00	\$ 2,800.00	\$ 8,400.00	\$ 3,466.63	\$ 10,399.88
9	Remove Existing Sidewalk and Pad, Complete in Place, the Sum of:	SY	1,750	\$ 21.00	\$ 36,750.00	\$ 12.00	\$ 21,000.00	\$ 5.00	\$ 8,750.00	\$ 9.60	\$ 16,800.00	\$ 9.40	\$ 16,450.00	\$ 14.97	\$ 26,192.78
10	Wheel Chair Ramp per ADA Requirements, Complete in Place, the Sum of:	SY	60	\$ 195.00	\$ 11,700.00	\$ 75.00	\$ 4,500.00	\$ 100.00	\$ 6,000.00	\$ 138.00	\$ 8,280.00	\$ 115.00	\$ 6,900.00	\$ 102.12	\$ 6,127.44
11	6" Reinforced Concrete Sidewalk, Complete in Place, the Sum of:	SY	4,120	\$ 55.50	\$ 228,660.00	\$ 56.00	\$ 230,720.00	\$ 57.00	\$ 234,840.00	\$ 57.50	\$ 236,900.00	\$ 64.90	\$ 267,388.00	\$ 78.43	\$ 323,142.00
12	12" CPP Storm Sewer, Complete in Place, the Sum of:	LF	18	\$ 68.00	\$ 1,224.00	\$ 55.20	\$ 993.60	\$ 100.00	\$ 1,800.00	\$ 30.70	\$ 552.60	\$ 51.00	\$ 918.00	\$ 162.48	\$ 2,924.64
13	Cast in Place w/bend Reinforced concrete pipe (8'x2') Box Culvert, Complete in Place, the Sum of:	LF	1	\$ 984.00	\$ 984.00	\$ 15,960.00	\$ 15,960.00	\$ 1,500.00	\$ 1,500.00	\$ 20,184.00	\$ 20,184.00	\$ 12,760.00	\$ 12,760.00	\$ 23,420.94	\$ 23,420.94
14	Proposed Headwall per Detail, Complete in Place, the Sum of:	EA	1	\$ 7,950.00	\$ 7,950.00	\$ 4,560.00	\$ 4,560.00	\$ 10,000.00	\$ 10,000.00	\$ 10,200.00	\$ 10,200.00	\$ 1,000.00	\$ 1,000.00	\$ 13,049.72	\$ 13,049.72
15	1-1/2" Steel Pedestrian Handrail (Galvanized) per Details, complete in place the sum of:	EA	1	\$ 4,630.00	\$ 4,630.00	\$ 3,250.00	\$ 3,250.00	\$ 7,500.00	\$ 7,500.00	\$ 3,600.00	\$ 3,600.00	\$ 3,900.00	\$ 3,900.00	\$ 4,614.64	\$ 4,614.64
16	Rip-Rap, Complete in Place, the Sum of:	SY	500	\$ 26.00	\$ 13,000.00	\$ 35.00	\$ 17,500.00	\$ 100.00	\$ 50,000.00	\$ 95.90	\$ 47,950.00	\$ 105.00	\$ 52,500.00	\$ 49.32	\$ 24,660.46
17	Cement stabilized sand, Complete in Place, the Sum of:	CY	120	\$ 34.00	\$ 4,080.00	\$ 60.00	\$ 7,200.00	\$ 40.00	\$ 4,800.00	\$ 42.20	\$ 5,064.00	\$ 280.00	\$ 33,600.00	\$ 54.72	\$ 6,566.64
18	Sawcut, Break and Dispose of Existing Seawall, Complete in Place, the Sum of:	EA	1	\$ 2,950.00	\$ 2,950.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 17,530.00	\$ 17,530.00	\$ 10,399.88	\$ 10,399.88
19	Remove Existing Headwall, Complete in Place, the Sum of:	EA	1	\$ 3,200.00	\$ 3,200.00	\$ 1,200.00	\$ 1,200.00	\$ 25,000.00	\$ 25,000.00	\$ 1,080.00	\$ 1,080.00	\$ 1,640.00	\$ 1,640.00	\$ 5,224.64	\$ 5,224.64
20	Realignment and Regrading Ditch/Swale, complete in place the sum of:	LF	160	\$ 18.00	\$ 2,880.00	\$ 30.00	\$ 4,800.00	\$ 10.00	\$ 1,600.00	\$ 16.40	\$ 2,624.00	\$ 38.00	\$ 6,080.00	\$ 38.37	\$ 6,139.64
21	Remove Existing Bollard, Complete in Place, the Sum of:	EA	1	\$ 240.00	\$ 240.00	\$ 250.00	\$ 250.00	\$ 100.00	\$ 100.00	\$ 108.00	\$ 108.00	\$ 500.00	\$ 500.00	\$ 2,479.64	\$ 2,479.64
22	Proposed Bollard, Complete in Place, the Sum of:	EA	4	\$ 795.00	\$ 3,180.00	\$ 850.00	\$ 3,400.00	\$ 1,000.00	\$ 4,000.00	\$ 540.00	\$ 2,160.00	\$ 700.00	\$ 2,800.00	\$ 924.91	\$ 3,699.64
23	Remove existing tree, per plans, Complete in Place, the Sum of:	EA	4	\$ 965.00	\$ 3,860.00	\$ 2,500.00	\$ 10,000.00	\$ 1,000.00	\$ 4,000.00	\$ 420.00	\$ 1,680.00	\$ 1,500.00	\$ 6,000.00	\$ 1,743.83	\$ 6,975.31
TOTAL BASE BID ITEMS:					\$ 385,973.00		\$ 392,843.60		\$ 428,140.00		\$ 424,431.60		\$ 535,316.00		\$ 585,750.57
SUPPLEMENTAL BID ITEMS:															
24	Install extra cement stabilized sand backfill, complete in place the sum of:	C.Y.	250	\$ 25.00	\$ 6,250.00	\$ 60.00	\$ 15,000.00	\$ 25.00	\$ 6,250.00	\$ 42.20	\$ 10,550.00	\$ 25.00	\$ 6,250.00	\$ 13.99	\$ 3,497.71
25	Install extra bank sand backfill, complete in place the sum of:	C.Y.	250	\$ 20.00	\$ 5,000.00	\$ 25.00	\$ 6,250.00	\$ 20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00	\$ 20.00	\$ 5,000.00	9 3/5	\$ 2,400.00
TOTAL SUPPLEMENTAL BID ITEMS:					\$ 11,250.00		\$ 21,250.00		\$ 11,250.00		\$ 15,550.00		\$ 11,250.00		\$ 5,897.71
TOTAL BASE BID ITEMS:					\$ 385,973.00		\$ 392,843.60		\$ 428,140.00		\$ 424,431.60		\$ 535,316.00		\$ 585,750.57
TOTAL SUPPLEMENTAL ITEMS:					\$ 11,250.00		\$ 21,250.00		\$ 11,250.00		\$ 15,550.00		\$ 11,250.00		\$ 5,897.71
RECOMMENDATION: TOTAL BASE BID + SUPPLEMENTAL :					\$ 397,223.00		\$ 414,093.60		\$ 439,390.00		\$ 439,981.60		\$ 546,566.00		\$ 591,648.28
MATHEMATICAL ERROR CORRECTED BY ENGINEER															

CITY COMMISSION REGULAR MTG

(6) (c)

Meeting Date: 05/15/2019

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 19-040, appointing Nicholas Finan as the City Secretary. (Management Services)

BACKGROUND

Nicholas Finan served as the City Secretary prior to James Hartshorn. With James leaving for Pflugerville, the mayor would like for Nicholas to assume the duties again. As with James, Rhomari Jackson will perform the recordings and take minutes of the meetings and assist Nick with the other duties of the Office of the City Secretary. Justin Herter will also assist as needed.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 19-040

A RESOLUTION APPOINTING THE CITY SECRETARY OF THE CITY OF TEXAS CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City Charter of the City of Texas City, Texas, Article III, Procedures of the Commission; Legislation, Section 3, City Secretary, states: “The commission shall appoint a City Secretary, who shall hold his/her office at the pleasure of the commission.”; and

WHEREAS, there is a need for the appointment of a City Secretary.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That City Commission hereby appoints Nicholas Finan as City Secretary.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of May 2019.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney

CITY COMMISSION REGULAR MTG

(6) (d)

Meeting Date: 05/15/2019

Construction Manager at Risk for Texas City Training Center RFP

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve the Mayor to enter into an agreement with Gamma Construction Company, Inc. for the Construction Manager at Risk for the Texas City Training Center.

BACKGROUND

On March 26, 2019, the Request For Proposal for Construction Manager at Risk for Texas City Training Center was advertised and proposal packets were mailed out. Proposals were excepted and opened on April 9, 2019 at 10 A.M.. The proposals were evaluated and scored with Gamma Construction Company, Inc. having the highest score.

The Selection Criteria Point Tabulation, Design and Construction Schedule, and Standard Form of Agreement are attached for your review.

ANALYSIS

It is our recommendation to approve a Resolution authorizing the Mayor to an agreement with Gamma Construction Company, Inc. for the Construction Manager at Risk for Texas City Training Center on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A
Exhibit B
Exhibit C

RESOLUTION NO. 19-041

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH GAMMA CONSTRUCTION COMPANY, INC. FOR THE CONSTRUCTION MANAGER AT RISK FOR THE TEXAS CITY TRAINING FACILITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on March 26, 2019, Request for Proposals for Construction Manager for the Texas City Training Facility were advertised and mailed out; and

WHEREAS, the proposals received by the due date have been evaluated and scored to determine the most qualified company; and

WHEREAS, it is the recommendation of Public Works Department to award this contract to the highest scored company, Gamma Construction Company, Inc., Houston, Texas.

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

SECTION 1: That the City Commission hereby accepts Gamma Construction Company, Inc. as the Construction Manager for the Texas City Training Facility.

SECTION 2: That the Mayor is hereby authorized to enter into an agreement with Gamma Construction Company, Inc. as the Construction Manager for the Texas City Training Facility as described in **Exhibit "A,"** attached hereto and made a part hereof for all intents and purposes.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of May 2019.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney



AIA® Document A133™ – 2009

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 15th day of May in the year 2019
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status and address)

CITY OF TEXAS CITY
1809 9TH AVENUE NORTH
TEXAS CITY, TX 77592

and the Construction Manager:
(Name, legal status and address)

GAMMA CONSTRUCTION COMPANY, INC.
2808 JOANEL ST
HOUSTON, TX 77027

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

TEXAS CITY TRAINING CENTER

The Architect:
(Name, legal status and address)

JOINER ARCHITECTS
700 ROCKMEAD DR #265
KINGWOOD, TX 77339

The Owner's Designated Representative:
(Name, address and other information)

MR. TOM KESSLER
DIRECTOR OF PUBLIC WORKS
CITY OF TEXAS CITY
1809 9TH AVENUE NORTH
TEXAS CITY, TX 77592

The Construction Manager's Designated Representative:
(Name, address and other information)

KEITH WILLIAMS
GAMMA CONSTRUCTION COMPANY, INC.
2808 JOANEL ST
HOUSTON, TX 77027

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™–2007, 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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The Architect's Designated Representative:

(Name, address and other information)

JOBY COPLEY

JOINER ARCHITECTS

700 ROCKMEAD DR #265

KINGWOOD, TX 77339

The Owner and Construction Manager agree as follows.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the 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 2.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 2.2.8. 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.

§ 1.2 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 agrees to furnish or approve, in

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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.

§ 1.3 General Conditions

For the Preconstruction Phase, AIA Document A201™–2007, General Conditions of the Contract for Construction, shall apply only as specifically provided in this Agreement. For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2007, which document is incorporated herein by reference. The term "Contractor" as used in A201–2007 shall mean the Construction Manager.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 2.1 and 2.2. The Construction Manager's Construction Phase responsibilities are set forth in Section 2.3. 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. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.1 Preconstruction Phase

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

§ 2.1.2 Consultation

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 advise the Owner and the Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations consistent with the Project requirements to the Owner and Architect on constructability; availability of materials and labor; time requirements for procurement, installation and construction; 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.

§ 2.1.3 When Project requirements in Section 3.1.1 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. 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 could 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 well in advance of construction; and the occupancy requirements of the Owner.

§ 2.1.4 Phased Construction

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

§ 2.1.5 Preliminary Cost Estimates

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

§ 2.1.5.2 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, estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Architect's review and the

Owner's approval. The Construction Manager shall inform the Owner and Architect when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.1.6 Subcontractors and Suppliers

The Construction Manager shall develop bidders' interest in the Project.

§ 2.1.7 The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well 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.

§ 2.1.8 Extent of Responsibility

The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 2.1.9 Notices and 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 for inclusion in the Contract Documents.

§ 2.2 Guaranteed Maximum Price Proposal and Contract Time

§ 2.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager and in consultation with the Architect, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in Section 2.2.4, and the Construction Manager's Fee.

§ 2.2.2 To the extent that the Drawings and Specifications are anticipated to require further development by the Architect, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

§ 2.2.3 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 2.2.2, to supplement the information provided by the Owner and contained in the Drawings and Specifications;
- .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, allowances, contingency, 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.

§ 2.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include its contingency for the Construction Manager's exclusive use to cover those costs considered reimbursable as the Cost of the Work but not included in a Change Order.

§ 2.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner and 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.

§ 2.2.6 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.

§ 2.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the commencement of the Construction Phase, unless the Owner provides prior written authorization for such costs.

§ 2.2.8 The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

§ 2.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 2.3 Construction Phase

§ 2.3.1 General

§ 2.3.1.1 For purposes of Section 8.1.2 of A201–2007, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 2.3.1.2 The Construction Phase shall commence upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

§ 2.3.2 Administration

§ 2.3.2.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Architect. The Owner shall then determine, with the advice of the Construction Manager and the Architect, which bids will be accepted. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 2.3.2.2 If the Guaranteed Maximum Price has been established and when a specific bidder (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 Contract Time and 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 and time requirement of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 2.3.2.3 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 prior consent of the Owner. If the Subcontract is awarded on a cost-plus a fee basis, 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 Section 6.11 below.

§ 2.3.2.4 If the Construction Manager recommends a specific bidder that may be considered a "related party" according to Section 6.10, then the Construction Manager shall promptly notify the Owner in writing of such relationship and notify the Owner of the specific nature of the contemplated transaction, according to Section 6.10.2.

§ 2.3.2.5 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner and Architect.

§ 2.3.2.6 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 submittal schedule in accordance with Section 3.10 of A201–2007.

§ 2.3.2.7 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. The Construction Manager shall also 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, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 2.3.2.8 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 2.3.2.7 above.

§ 2.4 Professional Services

Section 3.12.10 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 2.5 Hazardous Materials

Section 10.3 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

§ 3.1 Information and Services Required of the Owner

§ 3.1.1 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.

§ 3.1.2 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. Thereafter, the Construction Manager may only request such evidence if (1) the Owner fails to make payments to the Construction Manager as the Contract Documents require, (2) a change in the Work materially changes the Contract Sum, or (3) the Construction Manager identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Construction Manager and Architect.

§ 3.1.3 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 Section 6.1.1, (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.

§ 3.1.4 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.

§ 3.1.4.1 The Owner shall 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.

§ 3.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a 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 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. All the information on the survey shall be referenced to a Project benchmark.

§ 3.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to 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.

§ 3.1.4.4 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents 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.

§ 3.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. 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 A201-2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

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

§ 3.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2007, Standard Form of Agreement Between Owner and Architect, 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 a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 4.1 Compensation

§ 4.1.1 For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

§ 4.1.2 For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Compensation for Preconstruction Services shall be a fixed fee of \$5,000

§ 4.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Nine (9) 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.

§ 4.1.4 Compensation based on Direct Personnel Expense includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

§ 4.2 Payments

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

§ 4.2.2 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.
(Insert rate of monthly or annual interest agreed upon.)

The prime rate at Cadence Bank Post Oak.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 5.1 For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager the Contract Sum in current funds. The Contract Sum is the Cost of the Work as defined in Section 6.1.1 plus the Construction Manager's Fee.

§ 5.1.1 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Service's Fee will be equal to 1.5% of the Final Cost of the Work.

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

Pursuant to Article 7 of AIA Document A201-2007

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

Pursuant to Article 7 of AIA Document A201-2007

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the Project, along with any limitations set forth in Article 6.5.2

§ 5.1.5 Unit prices, if any:

(Identify and state the unit price; state the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
None		

§ 5.2 Guaranteed Maximum Price

§ 5.2.1 The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, as it is amended from time to time. To the extent the Cost of the Work exceeds the Guaranteed Maximum Price, the Construction Manager shall bear such costs in excess of the Guaranteed Maximum Price without reimbursement or additional compensation from the Owner.

(Insert specific provisions if the Construction Manager is to participate in any savings.)

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100% of savings returned to the Owner, including unused amounts of Owner's Contingency, Construction Managers' Contingencies and all allowances.

§ 5.2.2 The Guaranteed Maximum Price is subject to additions and deductions by Change Order as provided in the Contract Documents and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

§ 5.3 Changes in the Work

§ 5.3.1 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 Architect may make minor changes in the Work as provided in Section 7.4 of AIA Document A201–2007, General Conditions of the Contract for Construction. The Construction Manager shall be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 5.3.2 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 Section 7.3.3 of AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 5.3.3 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in Section 7.3.3.3 of AIA Document A201–2007 and the term "costs" as used in Section 7.3.7 of AIA Document A201–2007 shall have the meanings assigned to them in AIA Document A201–2007 and shall not be modified by Sections 5.1 and 5.2, Sections 6.1 through 6.7, and Section 6.8 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 5.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in the above-referenced provisions of AIA Document A201–2007 shall mean the Cost of the Work as defined in Sections 6.1 to 6.7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 5.1 of this Agreement.

§ 5.3.5 If no specific provision is made in Section 5.1.2 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 5.1.2 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 6 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 6.1 Costs to Be Reimbursed

§ 6.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner's prior approval, the Construction Manager shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs

§ 6.2.1 Wages 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.

§ 6.2.2 Wages, truck allowances, or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Construction Manager's principal or other offices shall be included in the Cost of the Work, identify in Section 11.5, 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.)

§ 6.2.3 Wages and salaries of the Construction Manager'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.

§ 6.2.4 Costs paid or incurred by the Construction Manager 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 Sections 6.2.1 through 6.2.3.

§ 6.2.5 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, with the Owner's prior approval.

§ 6.3 Subcontract Costs

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

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction

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

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 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.

§ 6.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 6.5.1 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 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.

§ 6.5.2 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 costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office.

§ 6.5.5 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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

§ 6.6 Miscellaneous Costs

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable.

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§ 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 13.5.3 of AIA Document A201–2007 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 6.7.3.

§ 6.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Contract Documents; and payments made in accordance with legal judgments against the Construction Manager 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 Construction Manager's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section 3.17 of AIA Document A201–2007 or other provisions of the Contract Documents, then they shall not be included in the Cost of the Work.

§ 6.6.6 Costs of all information technology required on the project, including computers, DSL connections, air cards and all other necessary accessories.

§ 6.6.7 Costs of all utilities to the project, including electricity, gas, and water during and after construction.

§ 6.6.8 Charges for "Warranty Reserve" which shall be used during the one (1) year Warranty period for all warranty issues. The amount charged will be equal to (0.20%) of the total amount of the Cost of the Work.

§ 6.6.9 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.10 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.11 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.6.12 Cost of an audit, if necessary.

§ 6.7 Other Costs and Emergencies

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

§ 6.7.2 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 Section 10.4 of AIA Document A201–2007.

§ 6.7.3 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 negligence or failure to fulfill a specific responsibility of 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.

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2007 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 6.8.

§ 6.8 Costs Not To Be Reimbursed

§ 6.8.1 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 6.2, or as may be provided in Article 11;
- .2 Expenses of the Construction Manager's principal office and offices other than the site office;
- .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
- .4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of 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 to fulfill a specific responsibility of the Contract;
- .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
- .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

§ 6.9 Discounts, Rebates and Refunds

§ 6.9.1 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 them 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 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.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 6.10 Related Party Transactions

§ 6.10.1 For purposes of Section 6.10, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Construction Manager; any entity in which any stockholder in, or management employee of, the Construction Manager owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Construction Manager. The term "related party" includes any member of the immediate family of any person identified above.

§ 6.10.2 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, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3. If the Owner fails to authorize the transaction, 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 Sections 2.3.2.1, 2.3.2.2 and 2.3.2.3.

§ 6.11 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, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, 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 7 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 7.1 Progress Payments

§ 7.1.1 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.

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

§ 7.1.3 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 certified amount 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 shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 7.1.4 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 cash disbursements 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, less that portion of those payments attributable to the Construction Manager's Fee, plus payrolls for the period covered by the present Application for Payment.

§ 7.1.5 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 the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 7.1.6 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 for which the Construction Manager 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.

§ 7.1.7 Subject to other provisions of the Contract 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 7.3.9 of AIA Document A201-2007;
- .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 Construction Manager's Fee, less retainage of Five percent (5 %). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .4 Subtract retainage of Five percent (5 %) from that portion of the Work that the Construction Manager self-performs;
- .5 Subtract the aggregate of previous payments made by the Owner;

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- .6 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 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 Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 7.1.8 The Owner and Construction Manager shall agree upon (1) a mutually acceptable procedure for review and approval of payments to Subcontractors and (2) the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 7.1.9 Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 7.1.10 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 shall not be deemed to represent that the Architect has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data; that the Architect has made exhaustive or continuous on-site inspections; or 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.

§ 7.2 Final Payment

§ 7.2.1 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 Section 12.2.2 of AIA Document A201–2007, 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; and
- .3 a final Certificate for Payment has been issued by the Architect.

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, or as follows:

§ 7.2.2 The Owner's auditors will review and report in writing on the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Architect by the Construction Manager. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Architect will, within seven days after receipt of the written report of the Owner's auditors, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Section 9.5.1 of the AIA Document A201–2007. The time periods stated in this Section supersede those stated in Section 9.4.1 of the AIA Document A201–2007. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 7.2.3 If the Owner's auditors report the Cost of the Work as substantiated by the Construction Manager's final accounting to be 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 Section 15.2 of A201–2007. 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.

§ 7.2.4 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1.1 and not excluded by Section 6.8 to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager 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 the Construction Manager has participated in savings as provided in Section 5.2.1, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8 INSURANCE AND BONDS

For all phases of the Project, the Construction Manager and the Owner shall purchase and maintain insurance, and the Construction Manager shall provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

ARTICLE 9 DISPUTE RESOLUTION

§ 9.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 9 and Article 15 of A201-2007. 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 9.3 of this Agreement shall not apply.

§ 9.2 For any Claim subject to, but not resolved by mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, 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.)

(Paragraph deleted)

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

§ 9.3 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007 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.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

ARTICLE 10 TERMINATION OR SUSPENSION

§ 10.1 Termination Prior to Establishment of the Guaranteed Maximum Price

§ 10.1.1 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, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Section 14.1.1 of A201-2007.

§ 10.1.2 In the event of termination of this Agreement pursuant to Section 10.1.1, the Construction Manager shall be equitably compensated for Preconstruction Phase services 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 4.1.

§ 10.1.3 If the Owner terminates the Contract pursuant to Section 10.1.1 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the

Init.

Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 10.1.2:

- .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 5.1 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; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 10.2 Termination Subsequent to Establishing Guaranteed Maximum Price

Following execution of the Guaranteed Maximum Price Amendment and subject to the provisions of Section 10.2.1 and 10.2.2 below, the Contract may be terminated as provided in Article 14 of AIA Document A201–2007.

§ 10.2.1 If the Owner terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager pursuant to Sections 14.2 and 14.4 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

§ 10.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of A201–2007 shall not exceed the amount the Construction Manager would otherwise have received under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, utilizing as necessary a reasonable estimate of the Cost of the Work for Work not actually completed.

§ 10.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007. In such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Section 14.3.2 of AIA Document A201–2007, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1 and 5.3.5 of this Agreement.

ARTICLE 11 MISCELLANEOUS PROVISIONS

§ 11.1 Terms in this Agreement shall have the same meaning as those in A201–2007.

§ 11.2 Ownership and Use of Documents

Section 1.5 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

§ 11.3 Governing Law

Section 13.1 of A201–2007 shall apply to both the Preconstruction and Construction Phases.

Init.

§ 11.4 Assignment

The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement. Except as provided in Section 13.2.2 of A201–2007, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 11.5 Other provisions:

The following personnel that are stationed at the Main Office shall be included in the Cost of the Work as follows:

Senior Project Manager	Full Time
Project Executive	Part Time
General Superintendent	Part Time
Safety Director	Part Time

ARTICLE 12 SCOPE OF THE AGREEMENT

§ 12.1 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.

§ 12.2 The following documents comprise the Agreement:

- .1 AIA Document A133–2009, 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 A201–2007, General Conditions of the Contract for Construction
- .3 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .4 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .5 Other documents:
(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Keith Williams, CEO
(Printed name and title)

Additions and Deletions Report for **AIA® Document A133™ – 2009**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:37:52 CT on 05/09/2019.

PAGE 1

AGREEMENT made as of the 15th day of May in the year 2019

...

CITY OF TEXAS CITY
1809 9TH AVENUE NORTH
TEXAS CITY, TX 77592

...

GAMMA CONSTRUCTION COMPANY, INC.
2808 JOANEL ST
HOUSTON, TX 77027

...

TEXAS CITY TRAINING CENTER

...

JOINER ARCHITECTS
700 ROCKMEAD DR #265
KINGWOOD, TX 77339

...

MR. TOM KESSLER
DIRECTOR OF PUBLIC WORKS
CITY OF TEXAS CITY
1809 9TH AVENUE NORTH
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...

KEITH WILLIAMS
GAMMA CONSTRUCTION COMPANY, INC.
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PAGE 2

JOBY COPLEY
JOINER ARCHITECTS

700 ROCKMEAD DR #265
KINGWOOD, TX 77339

...



TABLE OF ARTICLES

...

12 SCOPE OF THE AGREEMENT

~~EXHIBIT A – GUARANTEED MAXIMUM PRICE AMENDMENT~~ PAGE 5

~~§ 2.2.8~~ The Owner shall authorize the Architect to provide the revisions to the Drawings and Specifications to incorporate the ~~agreed-upon~~ agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish those revised Drawings and Specifications to the Construction Manager as they are revised. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the Guaranteed Maximum Price Amendment and the revised Drawings and Specifications.

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~~§ 2.3.2.3~~ 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 prior consent of the Owner. If the Subcontract is awarded on a ~~cost-plus~~ cost-plus a fee basis, 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 Section 6.11 below.

...

~~§ 3.1.1~~ 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,~~ systems sustainability and site requirements.

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The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133TM–2014, B103TM–2007, Standard Form of Agreement Between Owner and Architect, ~~Construction Manager as Constructor Edition,~~ 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 a copy of the executed agreement between the Owner and the Architect, and any further modifications to the agreement.

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The Compensation for Preconstruction Services shall be a fixed fee of \$5,000

~~§ 4.1.3~~ If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(—Nine (9))~~ 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.

...

~~§ 4.2.2~~ 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.

...

~~%—~~The prime rate at Cadence Bank Post Oak.

...

The Construction Service's Fee will be equal to 1.5% of the Final Cost of the Work.

...

Pursuant to Article 7 of AIA Document A201-2007

...

Pursuant to Article 7 of AIA Document A201-2007

§ 5.1.4 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rate paid at the place of the ~~Project~~Project, along with any limitations set forth in Article 6.5.2

...

None

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100% of savings returned to the Owner, including unused amounts of Owner's Contingency, Construction Managers' Contingencies and all allowances.

...

§ 6.2.2 ~~Wages~~ Wages, truck allowances, or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site with the Owner's prior approval.

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§ 6.6.6 ~~Costs for electronic equipment and software, directly related to the Work with the Owner's prior approval of all information technology required on the project, including computers, DSL connections, air cards and all other necessary accessories.~~

§ 6.6.7 ~~Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~ Costs of all utilities to the project, including electricity, gas, and water during and after construction.

§ 6.6.8 ~~Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~ Charges for "Warranty Reserve" which shall be used during the one (1) year Warranty period for all warranty issues. The amount charged will be equal to (0.20%) of the total amount of the Cost of the Work.

§ 6.6.9 ~~Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.~~ Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 6.6.10 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 6.6.11 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

§ 6.6.12 Cost of an audit, if necessary.

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~~.8~~ — Costs for services incurred during the Preconstruction Phase.

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§ 7.1.3 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 certified amount 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 shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

...

- .3 Add the Construction Manager's Fee, less retainage of ~~percent~~ (~~Five percent (5 %)~~). The Construction Manager's Fee shall be computed upon the Cost of the Work at the rate stated in Section 5.1 or, if the Construction Manager'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~~ (~~Five percent (5 %)~~) from that portion of the Work that the Construction Manager self-performs;

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— Arbitration pursuant to Section 15.4 of AIA Document A201-2007

Litigation in a court of competent jurisdiction

— Other: *(Specify)*

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The following personnel that are stationed at the Main Office shall be included in the Cost of the Work as follows:

<u>Senior Project Manager</u>	<u>Full Time</u>
<u>Project Executive</u>	<u>Part Time</u>
<u>General Superintendent</u>	<u>Part Time</u>
<u>Safety Director</u>	<u>Part Time</u>

...

Keith Williams, CEO

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Keith Williams, CEO, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:37:52 CT on 05/09/2019 under Order No. 9179129490 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2009, 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, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401
 2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

REQUEST FOR PROPOSALS SELECTION CRITERIA POINT TABULATION
For
Construction Manager at Risk for
Texas City Training Center
April 9, 2019 at 10:00 AM

Construction Manager at Risk	Safety Experience	Fee	Construction Mgr/Contractor Experience	References	Experience of Proposed Personnel	Other Factors	Total
	5 Pts.	40 Pts.	25 Pts	15 pts.	10 Points	5 Pts	
Brookstone	4	35	17	15	10	5	86
Gamma	3	40	21	10	8	5	87
Durotech	5	25	25	15	9	5	84
Teal	4	30	17	5	8	5	69

- Page 2 – Safety Experience
- Page 3 – Fee Evaluation
- Page 4 – Construction Manager/Contractor Experience
- Page 5 – References
- Page 6 – Personnel Experience
- Page 7 – Other Factors

Evaluation of Safety Experience							
Construction Manager at Risk	On-Staff Safety Coordinator	Points per Safety Coordinator	EMR Rating	Points per EMR Rating	Safety Record (Good/Fair/Poor)	Total Points Available	Points Awarded
Brookstone	Y	2	.71	2	Good	5	4
Gamma	Y	2	.87	1	Good	5	3
Durotech	Y	2	.67	3	Good	5	5
Teal	Y	2	.75	2	Good	5	4

Points for On-Staff Safety Coordinator	
Yes	= 2 Points
No	= 0 Points

Points per EMR Rating	
EMR 0.00 – 0.69	= 3 Points
EMR 0.70 – 0.85	= 2 Points
EMR 0.85 +	= 1 Point

- Evaluate EMR (Experience Modification Rate)
- On staff Safety Coordinator
- Safety Plan
- Operational Readiness, Training and Awareness

Evaluation of Total Fee										
Construction Manager at Risk	Pre-Construction Services Fee \$	Construction Services Fee %	Estimated Budget \$	Proposed Fee \$	Total Fee \$	Points per Fee	Savings Back to Owner %	Points per Savings	Total Points Available	Points Awarded
Brookstone	\$7,500	2.10%	\$7,000,000	\$147,000	\$154,500	30	100%	5	40	35
Gamma	\$5,000	1.50%	\$7,000,000	\$105,000	\$110,000	35	100%	5	40	40
Durotech	\$12,350	3.50%	\$7,000,000	\$245,000	\$257,350	20	100%	5	40	25
Teal	\$10,000	3.25%	\$7,000,000	\$227,500	\$237,500	25	100%	5	40	30

Points per Total Proposed Fee Price Range	
\$100,000 - \$150,000	= 35 Points
\$150,001 - \$200,000	= 30 Points
\$200,001 - \$250,000	= 25 Points
\$250,001 +	= 20 Points

Points per Savings Back to Owner	
100% Back to Owner	= 5 Points
80% Back to Owner	= 4 Points
60% Back to Owner	= 3 Points
40% Back to Owner	= 2 Points
20% Back to Owner	= 1 Points
0% Back to Owner	= 0 Points

Evaluation of Construction Manager Experience

Construction Manager at Risk	Similar Project Experience (# of Projects)	CMaR Experience (# of Projects)	Total Project Experience	Total Points Available	Points Awarded
Brookstone	7	14	21	25	17
Gamma	10	21	31	25	21
Durotech	13	23	36	25	25
Teal	13	10	23	25	17

Points per Project & Qualifications

0 Projects = 5 Points	17 – 25 Projects = 17 Points
1 – 7 Projects = 9 Points	26 – 34 Projects = 21 Points
8 – 16 Projects = 13 Points	34 + Projects = 25 Points

- Evaluation of Recent Experience with Fire and EMS Facilities of similar size
- Experience with CMaR Delivery Process
- Process of Project Completion – On Time, Within Budget and Total Project Value
- TEAM Approach within Construction Management delivery process
- Identify Value brought to the Project –
 - o Preconstruction Services, Cost Estimating and Control During Preconstruction Services, Extent of Bidding Process, Association with Quality Subcontractors (based on experience, quality of work, staffing capabilities for the project, and financial stability), Construction Services during Construction Phase, Post Construction Services
- Quality of Workmanship
- Current Company Project Capacity

Evaluation of References			
Construction Manager at Risk	Average % of References	Total Points Available	Points Awarded
Brookstone	97.62	15	15
Gamma	84.29	15	10
Durotech	92.86	15	15
Teal	74.29	15	5

Points per Reference Average	
Poor (0-80%)	= 5 Points
Fair (81-90%)	= 10 Points
Good (91-100%)	= 15 Points

- Identify and Evaluate the Top Five References Received
- Evaluate Project Team References
 - o Project Manager Reference of Relevant Projects
 - o Superintendent Reference of Relevant Projects

Evaluation of Proposed Personnel Experience

Construction Manager at Risk	Fire / EMS Project Experience (# of Projects)	CMaR Experience (# of Projects)	Total Project Experience	Total Points Available	Points Awarded
Brookstone	13	26	39	10	10
Gamma	11	16	27	10	8
Durotech	15	14	29	10	9
Teal	6	19	25	10	8

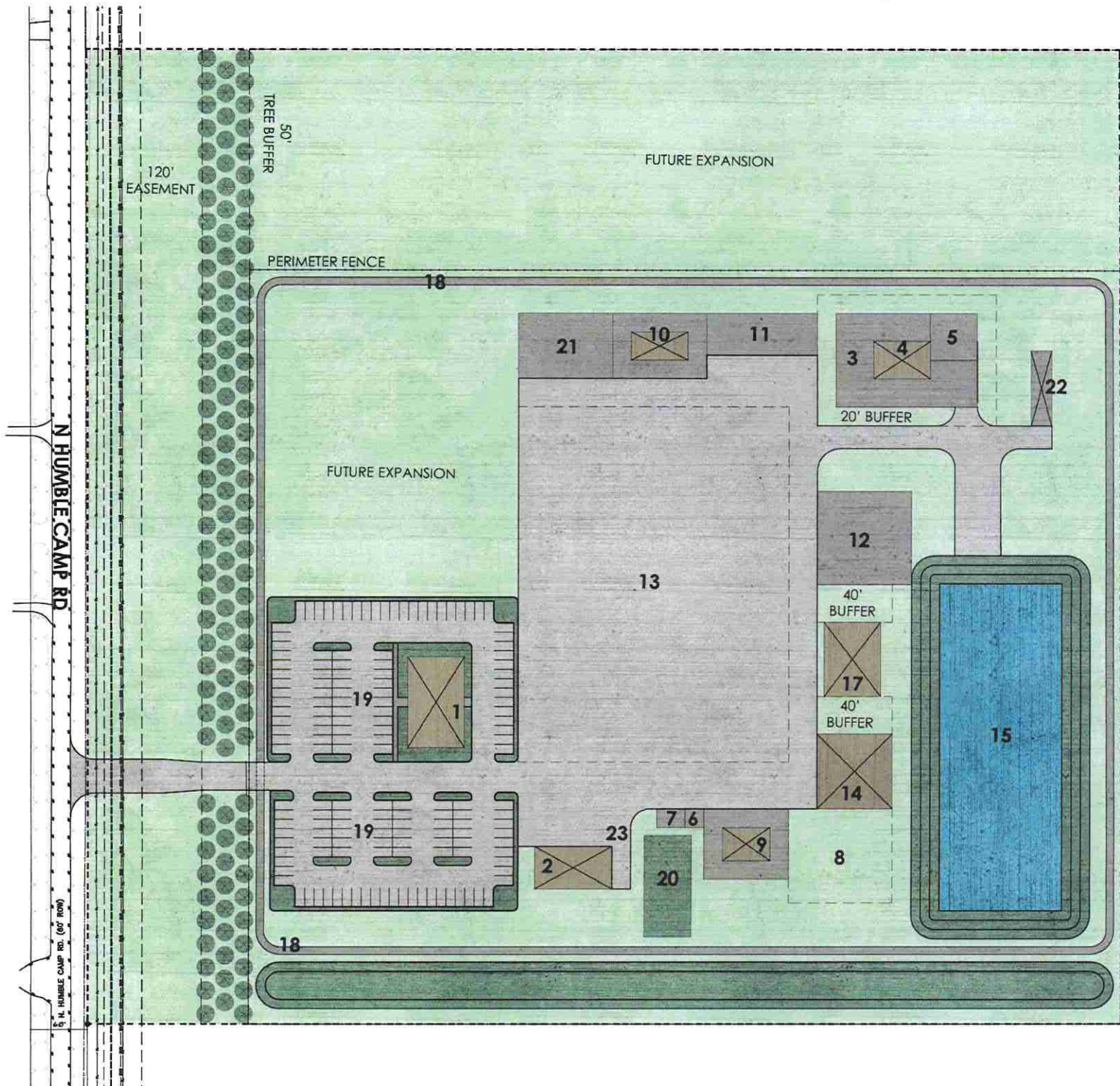
Points per Project & Qualification

0 – 6 Projects = 5 Points	21 – 27 Projects = 8 Points
7 – 13 Projects = 6 Points	28 – 34 Projects = 9 Points
14 – 20 Projects = 7 Points	35 + Projects = 10 Points

- Evaluation of Recent Experience with Fire and EMS Facilities of similar size
- Experience with CMaR Delivery Process
- Identify Value brought to the Project –
 - o Company Successful Completion of Relevant Projects; Project Manager and Superintendent Knowledge of Emergency Services and Fire Department's needs; Estimating Personnel Estimating Relevant Projects; Dedicated Project Close-Out and Warranty Personnel

Evaluation of Other Factors		
Construction Manager at Risk	Total Points Available	Points Awarded
Brookstone	5	5
Gamma	5	5
Durotech	5	5
Teal	5	5

- Innovative Programs and Design Awards (Company or Project Team Members)
- Available Resources
- Project Teams' history with Company
- Process of Project Completion – On Time, Within Budget and Total Project Value
- TEAM Approach within Construction Management delivery process
- Identify Value brought to the Project –
 - o Preconstruction Services, Cost Estimating and Control During Preconstruction Services, Extent of Bidding Process, Association with Quality Subcontractors (based on experience, quality of work, staffing capabilities for the project, and financial stability), Construction Services during Construction Phase, Post Construction Services
- Quality of Workmanship
- Current Company Project Capacity



KEYED NOTES

- 1 - EDUCATIONAL TRAINING BUILDING (5,8000 SF)
- 2 - STORAGE BUILDING (3,700 SF)
- 3 - PETROCHEMICAL PLANT TRAINING FACILITY PAD (12,500 SF)
- 4 - 3 STORY PETROCHEMICAL PLANT (2,400 SF)
- 5 - RAIL TANK CAR PROP PAD (2,500 SF)
- 6 - VENTILATION PROP PAD (400 SF)
- 7 - VEHICLE EXTRACTION PAD (600 SF)
- 8 - CONFINED SPACE TRAINING (11,000 SF)
- 9 - 4 STORY TRAINING TOWER/PAD (6,750 SF)
- 10 - 2 STORY BURN BUILDING/PAD (7,000 SF)
- 11 - PUMP SEAL PAD (5,284 SF)
- 12 - RAIL TANK CAR - HAZ/MAT PAD (1,200 SF)
- 13 - DRIVING TRACK (2.5 ACRES)
- 14 - LIVE FIRE SHOOT HOUSE PAD (6,400 SF)
- 15 - DETENTION/DRAFT POND (78,000 SF)
- 16 - HYDRANT SYSTEM
- 17 - TRAINING PAVILION (4,800 SF)
- 18 - PERIMETER JOGGING TRACK (.6 MILE)
- 19 - PARKING (156 PARKING SPACES)
- 20 - TRENCH RESCUE (4,000 SF)
- 21 - LIVE FIRE TRAILER PAD (7,000 SF)
- 22 - LPG TANK (1,800 SF)
- 23 - POLICE DEPARTMENT TRAILER STORAGE



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Texas City Training Center Design & Construction Schedule

April 24, 2019

PROGRAMMING PHASE

Begin Programming January 11, 2019
Programming Complete..... February 12, 2019

SCHEMATIC DESIGN PHASE

Begin Schematic Design April 15, 2019
Schematic Design Complete..... May 15, 2019

DESIGN DEVELOPMENT PHASE

Begin Design Development..... May 16, 2019
Design Development Complete June 28, 2019

CONSTRUCTION DOCUMENT PHASE

Begin Construction Documents July 1, 2019
 50% Document Completion July 31, 2019
 75% Document Completion August 30, 2019
 95% Document Completion September 17, 2019
Construction Documents Complete..... September 27, 2019

PROCUREMENT /CONTRACT AWARD

Issue Construction Documents for Bidding..... September 27, 2019
First Advertisement..... September 30, 2019
Second Advertisement October 7, 2019
Preproposal Meeting..... October 10, 2019
Qualification Statements Due October 15, 2019
Receive Bids October 21, 2019
Present Selected Proposer to City October 24, 2019
Finalize Contracts October 29, 2019

CONSTRUCTION PHASE (12 months)

Issue Notice to Proceed/Begin Construction October 30, 2019
Substantial Completion & Owner Move-in..... October 30, 2020

PUNCH LIST/CLOSEOUT (3 months)

Final Completion October 31, 2020 – January 31, 2021

WARRANTY PHASE (12 months)

Warranty Phase October 31, 2020 – October 31, 2021

CITY COMMISSION REGULAR MTG

(6) (e)

Meeting Date: 05/15/2019

Bid # 2019-368 Lift Station SCADA Improvements - Phase 1

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for Bid # 2019-368 Lift Station SCADA Improvements - Phase 1.

BACKGROUND

On April 17, 2019 the Notice to Bidders for Bid # 2019-368 was published and bid packets were made available through CivcastUSA.com. Bids were received and opened on Thursday, May 8, 2019.

The low responsible bidder meeting all specifications is C.F. McDonald Electric, Inc. for the total bid amount of \$168,400.00.

A bid tabulation and letter of recommendation are attached for you review.

ANALYSIS

It is the recommendation of the Public Works Department to award Bid # 2019-368 Lift Station SCADA Improvements - Phase 1 to C.F. McDonald Electric Inc. for total bid amount of \$ 168,400.00 and that the Mayor be authorized to enter into a contract on behalf of the City Commission. We further recommend that the Mayor be authorized to approve any change orders, not to exceed 25% of the total bid, without taking the matter before the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution
Exhibit A
Exhibit B

RESOLUTION NO. 19-042

A RESOLUTION AWARDING BID NO. 2019-368 AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH C. F. MCDONALD ELECTRIC, FOR LIFT STATION SCADA IMPROVEMENTS – PHASE 1; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on April 17, 2019, bid packets were published and made available through CivicastUSA for Bid No. 2019-368 Lift Station SCADA Improvements – Phase 1; and

WHEREAS, bids were received and opened on May 8, 2019, and it is the recommendation of the Public Works Department to award Bid No. 2019-368 Lift Station SCADA Improvements – Phase 1 to C. F. McDonald Electric, Inc. for the total bid amount of \$168,400.00.

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

SECTION 1: That the City Commission awards Bid No. 2019-368 Lift Station SCADA Improvements – Phase 1 to C. F. McDonald Electric, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with C. F. McDonald Electric, Inc., for the unit prices bid attached hereto as **Exhibit “A”** and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of May 2019.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney

Lift Station SCADA Improvements Phase 1

				LOW BIDDER	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	C.F. McDonald Electric, Inc.	
BASE BID ITEMS:					
1	Mobilization, including Performance Bond, Payment Bond, and One Year Maintenance Bond (Max Amount is 5% of Total Bid)	LS	1	\$ 8,000.00	\$ 8,000.00
2	Summary of Work Item 1.02(A)(1) - Supply and Install RTU panel at lift station, Complete in Place, the Sum of:	EA	16	\$ 6,600.00	\$ 105,600.00
3	Summary of Work Item 1.02(A)(2) - Supply and Install PC-3000XC controller and Contegra transducer at lift station, Complete in Place, the Sum of:	EA	5	\$ 3,000.00	\$ 15,000.00
4	Summary of Work Item 1.02(A)(3) - field service required to integrate controller, transducer, RTU, city-supplied radio, Complete in Place, the Sum of:	EA	16	\$ 1,300.00	\$ 20,800.00
5	Summary of Work Item 1.02(A)(4) - field service required to install and integrate city-supplied radio, Complete in Place, the Sum of:	EA	2	\$ 1,000.00	\$ 2,000.00
6	Allowance for miscellaneous electrical supplies outside the scope of Bid Items 1-5 above, as approved by the City, Complete in Place, the Sum of:	LS	1	\$ 17,000.00	\$ 17,000.00
TOTAL BASE BID ITEMS:					\$ 168,400.00
TOTAL BASE BID ITEMS:					\$ 168,400.00



May 8, 2019

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: **Letter of Recommendation - Lift Station SCADA Improvements Phase 1
BID #2019-368**
City of Texas City
ARKK Job No. 19-016

Dear Mr. Ballast:

On May 8, 2019, the City of Texas City received bids for the above referenced project. This project involves SCADA improvements at 18 wastewater lift stations located in various areas of the City. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet –One (1) construction firm participated in the bidding process. The bid was checked for mathematical errors and/or bid irregularities.

<u>Bidder</u>	<u>Total Bid</u>
C.F. McDonald Electric, Inc.	\$168,400.00

2. Qualifications and References – C.F. McDonald Electric, Inc. submitted a List of Qualifications, Subcontractors and Major Suppliers for this project. C.F. McDonald Electric, Inc. has performed several projects for other municipalities in the area.

C.F. McDonald Electric, Inc. appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Lift Station SCADA Improvements Phase 1 to C.F. McDonald Electric, Inc. for a total amount of \$168,400.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.

Senior Project Manager

Cc: Mr. Tom Kessler, P.E. – City of Texas City

CITY COMMISSION REGULAR MTG

(7) (a)

Meeting Date: 05/15/2019

Amend fiscal year 2018-2019 budget

Submitted For: Laura Boyd, Finance

Submitted By: Laura Boyd, Finance

Department: Finance

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Ordinance No. 19-10, amending the City's fiscal year 2018-2019 budget to appropriate funds for Bay Street Shared Use Path. (Finance)

BACKGROUND

Bay Street Shared Use Path project is a federal funds (80%) and local match (20%) project. The total project cost is \$512,692, with 80% or \$410,154 to be reimbursed to the City by Gulf Coast Center and the City's 20% match portion is \$102,538.

Specifics of the project are referenced in Resolution No. 19-039. A budget amendment to the Texas City Dike Fund is required.

ANALYSIS

Budget Amendment:

Texas City Dike Fund (Fund 279):

Project Expenses	\$512,692.00
Grant Revenue	(\$410,154.00)
Unassigned fund balance	(\$102,538.00)

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Ordinance

Shared Use Path

ORDINANCE NO. 19-010

AN ORDINANCE AMENDING ORDINANCE NO. 18-26, ADOPTING THE CITY OF TEXAS CITY'S 2018-2019 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS FOR THE BAY STREET SHARED USE PATH; DIRECTING THE CHIEF EXECUTIVE OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE BUDGET AMENDMENT IN THE OFFICE OF THE GALVESTON COUNTY CLERK; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, by Ordinance No. 18-26, the City Commission of the City of Texas City, Texas, adopted its budget for Fiscal Year 2018-2019; and

WHEREAS, the Bay Street Shared Use Path, as referenced in Resolution No. 19-039, is a federal funds (80.0%) and local match (20.0%) project; and

WHEREAS, the total project cost is \$512,692.00 with 80.0% to be reimbursed to the City by Gulf Coast Center. The City's 20.0% match portion is \$102,538.00; and

WHEREAS, a budget amendment to the Texas City Dike Fund is required.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2: That the budget for Fiscal Year 2018-2019 of the City of Texas City, Texas, is hereby amended as follows:

Budget Amendment:

Texas City Dike Fund (Fund 279):

Project Expenses	\$512,692.00
Grant Revenue	(\$410,154.00)
Unassigned Fund Balance	(\$102,538.00)

SECTION 3: That the chief executive officer shall file or cause to be filed a copy of this budget amendment in the office of the Galveston County Clerk.

SECTION 4: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

SECTION 5: That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 15th day of May 2019.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney

*City of Texas City
Bay Street Shared Use Path*

**BID PROPOSAL
BID FOR UNIT PRICE CONTRACT**

PLACE: 1801 9th Ave. North, Texas City, TX

DATE: April 18, 2019

Proposal of:

Teamwork Construction Services, Inc.

(Hereinafter called "Bidder")

TO: THE HONORABLE MAYOR AND CITY COMMISSIONERS
CITY OF TEXAS CITY, TEXAS
(Hereinafter called "Owner")

The Bidder, in compliance with your invitation for bids for the construction of:

*Bay Street Shared Use Path
Bid # 2019-366*

having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the prices stated in Exhibit "A" attached hereto.

The Bidder binds himself, upon acceptance of his proposal, to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated herein and for the prices stated in Exhibit "A" of this proposal.

Bidder hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **120 consecutive calendar** days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$800.00** for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as set forth in the General Conditions of Agreement.

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineer's/Professional's specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No re-negotiation of prices bid will be made for over runs or under runs of quantities.

BUDGET SUMMARY

26. Project Budget Summary *(many lines automatically populate)*

Total Itemized Construction Cost Estimate <i>(topic 23 total, from page 7)</i>	1.	\$445,819
Total Additional Construction-Related Costs <i>(topic 24 total, from page 8)</i>	2.	\$0
Total Construction Cost Estimate <i>(line 1 + line 2)</i>	3.	\$445,819
TxDOT Administrative Cost <i>(15% of line 3)</i>	4.	\$66,873
Total Project Cost Estimate <i>[line 3 + line 4 (Unless EDCP or In-kind authorized)]</i>	5.	\$512,692
Federal Funds Requested <i>(80% Maximum)</i>	6.	\$410,154
Local Match Required <i>(20% Minimum)</i>	7.	\$102,538

Project sponsors may increase the required Local Match by adjusting the Local Match percentage in the box above. If the Economically Disadvantaged Counties Program (EDCP) reduction is applied (amount shown in number 8 below) and/or an eligible in-kind contribution is identified (amount shown in line 10), then the federal participation and local match will be fixed at 80% federal participation and 20% local match (refer to calculations numbered 8 through 18).

Economically Disadvantaged Counties Program (EDCP) Reduction (Must be authorized by TxDOT)

Allowable EDCP Adjustment	(select, if applicable)	8a.	\$0
Additional EDCP Adjustment	(select, if applicable)	8b.	\$0
Total EDCP Adjustment	Total 0%	8c.	\$0

Construction Cost Eligible for In-kind Contributions

Total Construction Cost Estimate (line 3 above)	\$445,819
Construction Cost using EDCP for local match	- \$0
Construction Cost Eligible for In-kind Contribution	9. \$445,819

Eligible In-kind Contributions (Must be authorized by TxDOT)

Total In-kind cost(s) from topic 25 on page 8 or a maximum of 25% of line 9, whichever is less.	10.	\$0
-------------------------------------------------------------------------------------------------	-----	-----

Total Construction Cost Estimate (line 3)	11.	\$445,819
Eligible in-kind contributions (line 10)	12.	\$0
TxDOT Administrative Cost (line 4)	13.	\$66,873
Total Project Value Estimate (line 11 + line 12 + line 13)	14.	\$512,692
Total Federal Participation <i>(fixed at 80% of line 14 only when EDCP and/or In-kind applied)</i>	15.	\$410,154
Total Local Match <i>(fixed at 20% of line 14 only when EDCP and/or In-kind applied)</i>	16.	\$102,538

LG Match Adjustment

Total EDCP Reduction (line 8)	\$0	
Eligible In-kind contributions (line 10)	+ \$0	
Total LG Match Adjustment	17.	\$0
LG Cash Match Required (line 16 - line 17)	18.	\$102,538