

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Seventh day of July in the year Two Thousand Twenty-Three, is incorporated into the accompanying AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Fourteenth day of April in the year Two Thousand Twenty-Two (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Deer Park Community & Recreation Center
Phase 1 – Demolition & Civil Work
610 E. San Augustine
Deer Park, Texas 77536

THE OWNER:
(Name, legal status, and address)

City of Deer Park, Texas
710 E. San Augustine
Deer Park, Texas 77536

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Durotech, Inc.
11931 Wickchester Lane, Suite 205
Houston, TX 77043

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- A.1 GUARANTEED MAXIMUM PRICE
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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract

ADDITIONS AND DELETIONS:

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

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

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

Init.

Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Nine Hundred Seventy-Four Thousand Five Hundred Thirty-One (\$ 3,974,531), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Refer to Cover Letter and Exhibit 'A' – GMP Top Sheet attached to this Exhibit A

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate #1: Pool House Demolition	\$137,614 (pending acceptance of Phase 2)

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

Commencement of the work will occur on August 01, 2023 or after receipt of all the following, whichever is later:

- 1) Executed AIA A133-2019 Exhibit A – GMP Amendment No. 1
- 2) Building Permits
- 3) Notice to Proceed

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

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§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than Five Hundred Forty-Nine (549) calendar days from the date of commencement of the Work.

By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit 'B' attached to this Exhibit A

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit 'C' attached to this Exhibit A

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title
N/A

Date

Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Refer to Exhibit 'F' attached to this Exhibit A	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Refer to Exhibit 'E' attached to this Exhibit A

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Refer to Exhibit 'D' attached to this Exhibit A

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

As set forth in the Contract Documents, including all Exhibits attached to this Exhibit A

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

OWNER (Signature)

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

David Rowe, CEO

(Printed name and title)

7-7-23'

Init.

July 07, 2023

Mr. Jerry Mouton
Mayor
City of Deer Park Texas
710 E. San Augustine St.
Deer Park, Texas 77536

Re: Guaranteed Maximum Price for Phase 1 (Demolition & Civil Work)
Deer Park Community & Recreation Center

Dear Mr. Mouton:

We have formally advertised and solicited proposals for the development of the GMP for Deer Park Community & Recreation Center – Phase 1 (Demolition & Civil Work) project. Subcontractor and vendor proposals were received on Wednesday, June 14th, 2023. After careful review and compilation of these proposals, Durotech, Inc. is pleased to present the following Guaranteed Maximum Price:

Base Bid Building Demolition & Civil Work:	\$3,836,917
<u>Alternate #1 Pool House Demolition & Civil Work:</u>	<u>\$ 137,614</u> ** (Pending Acceptance of Phase 2)
Total Guaranteed Maximum Price:	\$3,974,531

It is our recommendation that we ask the City of Deer Park, Texas to approve the Guaranteed Maximum Price of **\$3,974,531** and to execute GMP Amendment No. 1 between the City of Deer Park, Texas and Durotech, Inc.

We are excited about the potential of entering into the first phase of this project and want to thank you and your team, BSW Architects and their consultants for a very successful pre-construction phase. Durotech is committed to the citizens of Deer Park, Texas in the successful delivery of the Deer Park Community & Recreation Center project.

Thank you and the City of Deer Park, Texas for selecting Durotech as its building partner. It is our goal to meet and exceed your expectations. Should you have any questions please do not hesitate to contact me.

Sincerely,

David Rowe
CEO



GMP SUMMARY

Project: Deer Park Community & Recreation Center
Phase 1 (Demolition & Civil Work)

Location: 610 E. San Augustine, Deer Park, Texas 77536

Owner: City of Deer Park, Texas

Scope of work:

All work as defined by the Contract Documents necessary to provide building demolition, site demolition, concrete paving, earthwork, irrigation sleeves, and underground conduits as represented in the Drawings and Specifications.

GMP Proposal Package:

The GMP proposal package consists of the following items:

1. Exhibit A – GMP Top Sheet Phase 1 – dated 07 July 2023
2. Exhibit B – Project Manual – dated 26 May 2023
3. Exhibit C – List of Drawings – dated 26 May 2023
4. Exhibit D – List of Addenda
5. Exhibit E – Qualifications & Assumptions
6. Exhibit F – Allowance Schedule





PROJECT:	City of Deer Park Community & Recreation Center (Pkg 1)
LOCATION:	610 E San Augustine, Deer Park, Texas 77536
OWNER:	City of Deer Park, Texas
ARCHITECT:	BSW Architects
DATE:	7/7/2023

OWNER TOPSHEET - PHASE 1

SECTION	DESCRIPTION	PHASE 1 GMP				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
DIV 01	GENERAL REQUIREMENTS					
01 21 00	OWNER'S CONTINGENCY ALLOWANCE	-	-	95,923	95,923	ALLOWANCE
01 21 01	CM CONTINGENCY ALLOWANCE	-	-	95,923	95,923	ALLOWANCE
01 21 03	UNFORSEEN UNDERGROUND CONDITION CONTINGENCY	-	-	50,000	50,000	ALLOWANCE
01 53 70	QMS/SAFETY	-	-	12,278	12,278	
01 55 26	TRAFFIC CONTROL	-	-	36,604	36,604	
01 56 26	TEMPORARY FENCING	9,872	17,914	-	27,786	
01 56 39	TREE PROTECTION FENCE	-	-	14,436	14,436	
01 56 40	TEMPORARY BARRIER FENCE	18,075	20,915	-	38,990	
01 57 00	EROSION & SEDIMENT CONTROL	26,750	18,231	-	44,981	
01 71 23	FIELD ENGINEERING & LAYOUT	50,974	16,590	-	67,564	
01 74 16	SITE MAINTENANCE/CLEAN STREETS	9,255	22,623	-	31,878	
	SUB TOTAL - DIV 00 GENERAL REQUIREMENTS	114,926	96,273	305,164	516,363	
DIV 02	EXISTING CONDITIONS					
02 21 00	SURVEYS	-	-	12,500	12,500	
02 21 01	UNDERGROUND UTILITY MAPPING & INSPECTIONS	-	-	15,500	15,500	
02 26 23	ASBESTOS ABATEMENT	-	-	133,270	133,270	
02 41 13	SITE DEMOLITION	-	-	357,840	357,840	
02 41 19	BUILDING DEMOLITION	-	-	0	0	IN 02 41 13
02 70 00	PUMP & DEWATER	7,404	2,400	-	9,804	
	SUB TOTAL - DIV 02 EXISTING CONDITIONS	7,404	2,400	519,110	528,914	
DIV 03	CONCRETE					
03 30 00	SITE CONCRETE & PAVING	-	-	1,010,177	1,010,177	
	SUB TOTAL - DIV 03 CONCRETE	-	-	1,010,177	1,010,177	
DIV 13	SPECIAL CONSTRUCTION					
13 11 00	SWIMMING POOLS	-	-	17,200	17,200	
	SUB TOTAL - DIV 04 SPECIAL CONSTRUCTION	-	-	17,200	17,200	
DIV 26	ELECTRICAL					
26 00 00	ELECTRICAL	-	-	299,230	299,230	
	SUB TOTAL - DIV 26 ELECTRICAL	-	-	299,230	299,230	
DIV 31	EARTHWORK					
31 20 00	EARTHWORK	-	-	550,585	550,585	
	SUB TOTAL - DIV 31 EARTHWORK	-	-	550,585	550,585	
DIV 32	EXTERIOR IMPROVEMENTS					
32 01 11	CLEAN PAVING & SIDEWALKS	6,331	6,331	-	12,662	
32 90 00	LANDSCAPING	-	-	30,867	30,867	
	SUB TOTAL - DIV 32 EXTERIOR IMPROVEMENTS	6,331	6,331	30,867	43,529	
DIV 33	UTILITIES					
33 00 00	SITE UTILITIES	-	-	571,376	571,376	
	SUB TOTAL - DIV 33 UTILITIES	-	-	571,376	571,376	

EXHIBIT 'A'

SECTION	DESCRIPTION	PHASE 1 GMP				REMARKS
		LABOR	MATERIAL	SUB-BIDS	TOTAL	
	SUB TOTAL - COST OF WORK ITEMS	128,661	105,004	3,303,709	3,537,374	
	GENERAL CONDITIONS @ 6.05%				214,011	
	CM FEE @ 2.28%				85,532	
	TOTAL GMP - BASE BID				3,836,917	
ALTERNATE #	DESCRIPTION		AMOUNT	A/R	AMOUNT	
1	ALTERNATE #1: POOL HOUSE DEMOLITION		137,614	A	137,614	ACCEPTANCE PENDING PHASE 2
	TOTAL GMP - (BASE BID + ACCEPTED ALTERNATES)				3,974,531	



**City of Deer Park Community & Recreation Center
Phase 1 (Demolition & Civil Work)**

PROJECT MANUAL

ISSUED

05/26/23 Phase 1 – Demolition and Civil Work

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002111 SAMPLE CERTIFICATE OF INSURANCE

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012600 CONTRACT MODIFICATION PROCEDURES

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013100 PROJECT MANAGEMENT AND COORDINATION

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DIVISION 26 - ELECTRICAL

260505 ELECTRICAL DEMOLITION AND RELOCATION

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270543 UNDERGROUND DUCTS, RACEWAYS AND MANHOLES

END OF SECTION

DUROTECH

BUILDERS OF INTEGRITY

City of Deer Park Community & Recreation Center Phase 1 (Demolition & Civil Work)

LIST OF DRAWINGS (Dated 5/26/2023)

SHEET NO.	SHEET NAME
C0.0	COVER SHEET
C0.1	SURVEY (1 OF 2)
C0.2	SURVEY (2 OF 2)
C1.0	GENERAL NOTES
C1.1	DEMOLITION PLAN
C2.0	EROSION CONTROL PLAN
C2.1	EROSION CONTROL DETAILS
C3.0	DIMENSION CONTROL AND PAVING PLAN
C4.0	UTILITY PLAN
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C5.1	GRADING PLAN (2 OF 2)
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C7.0	STORM SEWER PLAN
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AQ0.1	EXISTING POOL DEMOLITION PLAN
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E101	SITE REFERENCE PLAN
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S-1	COMMUNITY CENTER FOUNDATION PLAN (Added in Addendum 1) Sheet S-1 by Dansby & Miller, AIA Architects, dated November 1974
F-ONE	EARL DUNN GYMNASIUM ANCHOR BOLT PLAN (Added in Addendum 1) Drawing F-ONE by Whirlwind Manufacturing, dated January 1982
S1-1	COMMUNITY CENTER ADDITION FOUNDATION PLANS (Added in Addendum 1) Sheet S1-1 by Dansby & Miller, AIA Architects, dated November 2005 COMMUNITY CENTER FOUNDATION REPAIRS (Added in Addendum 1) Report & Repair Design by Conti Jumper Gardner & Associates, dated April 2003



**City of Deer Park Community & Recreation Center
Phase 1 (Demolition & Civil Work)**

LIST OF ADDENDA

1. Post Bid Addendum 1
2. Post Bid Addendum 2

Issued June 17, 2023
Issued June 29, 2023



**City of Deer Park Community & Recreation Center
Phase 1 (Demolition & Civil Work)**

QUALIFICATIONS & ASSUMPTIONS

DIVISION 00 – CONDITIONS OF THE CONTRACT

1. Excluded are Utility Assessment & Impact Fees.
2. Off-site Utility Fees and Utility Connection Fees (if any) to on-site utilities shall be the responsibility of the Owner.
3. All required utility providers (water, sewer, storm discharge point, electric, gas, fiber, phone lines) are the responsibility of the owner to coordinate and execute necessary agreements so that the utilities are installed per the contractor's schedule for construction usage and systems startup.
4. Electronic Files and CAD Files will be provided by the Architect/Engineer of record for the purpose of preparing shop drawings and 3D models at no cost to the General Contractor and/or Subcontractors. A signed release will be required before electronic files are released by the Architect/Engineer.
5. Excluded are unforeseen underground conditions or obstructions not indicated in contract documents. These conditions, if encountered, will be covered by the unforeseen underground contingency allowance.
6. Owner and Contractor agree that all manufacturer's warranties, and subcontractor's warranties which extend beyond Contractor's warranty period, are hereby assigned to and run directly from the manufacturer to the Owner and from the subcontractor to the Owner, respectively. Owner accepts these assignments and warranties, and releases and discharges Contractor from any and all claims, liabilities, damages, costs and expenses arising out of such manufacturer's warranties and any subcontractor's extended warranties.
7. The Contractor's warranty excludes remedy for damage or defect caused by abuse, material alteration to the work not executed by the Contractor, insufficient maintenance, or maintenance not in compliance with manufacturer's written recommendations.
8. Payment and Performance Bonds will be charged to the Owner based on the State of Texas regulated rate.



**City of Deer Park Community & Recreation Center
Phase 1 (Demolition & Civil Work)**

QUALIFICATIONS & ASSUMPTIONS

- 9. Compensation for general conditions costs, as defined by the contract, are included as part of the guaranteed maximum price to the date of substantial completion. All general conditions costs incurred after the date of substantial completion shall be considered cost of work.
- 10. The Guaranteed Maximum Price provided is a not to exceed amount for the entire Deer Park Community & Recreation Center Package 1 (Demolition & Civil Work) project scope per exhibit A1. Individual line items within the project budget are not individual Guaranteed Maximum Price amounts.
- 11. The GMP package is valid until July 19, 2023, with the assumption that the Owner will issue a Notice to Proceed and sign the GMP Amendment on or before the stated date.
- 12. For any delays caused by events outside of Contractor's control, including but not limited to Acts of God, pandemics, epidemics, acts of governmental authorities, acts of civil authorities, acts of war or terrorism, unanticipated material shortages and price escalations, labor disputes and utilities delays, Owner shall grant additional time extensions and price increases to Contractor when properly documented, substantiated and approved by Owner, subject to Contractor's right to dispute Owner's decision under the claims procedures of the Contract
- 13. Stipulated Billing Rates:

No.	Description	Rate
1	General Liability/Umbrella Insurance	Contract amount per thousand x \$6.00
2	Builders Risk Insurance	Contract amount/hundred x \$0.0186 x # of months
3	Labor Burden	42.5%

- 14. The AIA A133 contract will supersede any and all other documents with regards to insurance and bonds requirements.



**City of Deer Park Community & Recreation Center
Phase 1 (Demolition & Civil Work)**

QUALIFICATIONS & ASSUMPTIONS

15. Architect will provide an "Issued for Construction" set of comprehensive plans and specifications, inclusive of all packages, which will include the bid set, addenda, permit changes and accepted cost savings to Contractor within 14 days of NTP. All individual changes from the bid set will be clouded with a reference to the origin of the change. (addendum number, permit changes, cost saving, etc.).

DIVISION 01 – GENERAL REQUIREMENTS

16. Excluded is any ground water control systems, well-point systems, eductor and ejector-type systems, deep wells, and piezometers or monitoring wells.
17. It is assumed that the Project Manual (Exhibit B) and the Drawings (Exhibit C) include the latest Design and Building Standards provided by the owner and have been reviewed by the Architect and their Consultants for compliance.
18. Excluded is any cost associated with material and structural testing/inspections. Included is participation and coordination with Owner's employed testing/inspection laboratory and geotechnical engineer.
19. Any requirement for Durotech to participate in a project collaborative software (Prolog, Newforma, Project mates, etc.) by the owner or design team shall grant Durotech the ability to archive the files from the collaborative software for Durotech's records.
20. CM Contingency Allowance shall be utilized at the sole discretion of Durotech, Inc., with notification and documentation to the Owner.

DIVISION 02 – EXISTING CONDITIONS

21. All asbestos and hazardous material abatement will be performed in compliance with TAHPR, NESHAPS, and OSHA regulations and abatement methods. Owner shall provide consultant and monitoring of the project for asbestos and hazardous material abatement.
22. Excluded is any cost associated with tree relocation per sheet C1.1. Included is tree demolition and protection per sheet L1.01.

DIVISION 03 – CONCRETE

23. Excluded is any building concrete and foundations. All building concrete and foundations will be included in Phase 2.



**City of Deer Park Community & Recreation Center
Phase 1 (Demolition & Civil Work)**

QUALIFICATIONS & ASSUMPTIONS

DIVISION 26 – ELECTRICAL

24. Excluded is detail 2/E600 regarding concrete encasement of underground conduits. None are indicated on the drawings or specified.

DIVISION 31 – EARTHWORK

25. It is anticipated that a structural slab design will be utilized for both the Community & Recreation Center building and Bath House building. As such, included are building pads constructed with on-site generated soils. Included is 60" select fill for sidewalks adjacent to building perimeter and 12" select fill for the indoor therapy pool.
26. Included is lime stabilization of paving subgrades to a depth of 6" at a rate of 35lbs/SY.

DIVISION 32 – EXTERIOR IMPROVEMENTS

27. Excluded are all irrigation water lines, meter, and backflow preventor. These items will be included in Phase 2. Included are all irrigation sleeves per sheet L4.01.



**City of Deer Park Community & Recreation Center
Phase 1 (Demolition & Civil Work)**

ALLOWANCE SCHEDULE

1. Owner's Contingency Allowance	\$95,923
2. CM Contingency Allowance	\$95,923
3. Unforeseen Underground Condition Contingency	\$50,000