

EXHIBIT

A



AIA Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , 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 day of in the year (the “Agreement”)

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Old Settlers Park Buildout - Chandler Creek Wastewater Upsize
Old Settlers Park
3300 E. Palm Valley Blvd
Round Rock, TX 78665

THE OWNER:

(Name, legal status, and address)

City of Round Rock
221 East Main Street, Round Rock, TX 78644

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

SpawGlass Contractors, Inc.
1111 Smith Road, Austi, TX 78721

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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 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 One Million Five Hundred and Forty-Eight Thousand Seven Hundred Twenty-One Dollars and Zero Cents (\$ 1,548,721.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

§ 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.)

Reference attached GMP package - Tab 06

§ 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
------	-------

§ 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
------	-------	---------------------------

§ 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)
------	-----------------------	-------------------------

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.)

May 12, 2025

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.

§ 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 () calendar days from the date of commencement of the Work.

☒ By the following date: August 15, 2025

§ 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
-----------------	-----------------------------

§ 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
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§ A.3.1.2 The following Specifications:

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

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:

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

Old Settlers Park Buildout - Chandler Creek Waste water upsizing 90% Construction Documents issued February 2025

Number	Title	Date
--------	-------	------

§ 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	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

Reference attached GMP Package - Tab 05

§ 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.)

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.)

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

OWNER (Signature)

BY: Craig Morgan, Mayor

(Printed name and title)

CONSTRUCTION MANAGER (Signature)

BY: David Paden, Austin Division President

(Printed name and title)



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

FEDERAL INSURANCE COMPANY
LIBERTY MUTUAL INSURANCE COMPANY

Increase/Decrease Rider

RIDER to be attached to and form a part of Bond
No. K41875306(Federal)/ 58S218342(Liberty Mutual)

wherein Federal Insurance Company & Liberty Mutual
Insurance Company are named as Surety,

on behalf of SpawGlass Contractors, Inc.

as Principal, in favor of City of Round Rock, Texas

as Obligee, in the sum of \$1,548,721.00

for Old Settler's Park Chandler Creek WW Upsize GMP R2 dated 4/28/2025

IT IS HEREBY UNDERSTOOD AND AGREED that effective the 4th Day of June, 2024
the penalty of this bond is increased from

Thirteen Million Four Hundred Ninety Four Thousand Two Hundred Sixty & 00/100 Dollars (\$13,494,260.00)

to Fifteen Million Forty Two Thousand Nine Hundred Eighty One and 00/100 Dollars (\$15,042,981.00)

as to losses occurring after said effective date.

Provided, however, that the liability of the Principal and Surety hereon shall not be cumulative or in any event exceed the revised
bond amount referred to herein.

The attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified. Signed,

sealed and dated this 4th day of June, 2025.

SpawGlass Contractors, Inc.

By 

Name: David Paden

Title: President, Austin Division

Federal Insurance Company

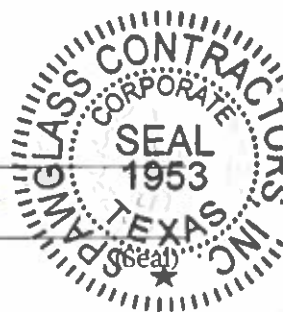
Liberty Mutual Insurance Company

By 

Name: John A. Prince

Attorney-In-Fact

(Seal)





Power of Attorney

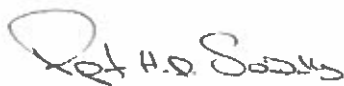
Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint **Andrew A. Adams, Norman E. Adams, Michael Macomber, John A. Prince and Larry D. Snider of Houston, Texas** ----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **10th** day of **April 2024**.



Rupert HD Swindells, Assistant Secretary



Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this **10th** day of **April, 2024** before me, a Notary Public of New Jersey, personally came **Rupert HD Swindells** and **Warren Eichhorn**, to me known to be Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY**, the companies which executed the foregoing Power of Attorney, and the said **Rupert HD Swindells** and **Warren Eichhorn**, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027


Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016; **WESTCHESTER FIRE INSURANCE COMPANY** on December 11, 2006; and **ACE AMERICAN INSURANCE COMPANY** on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

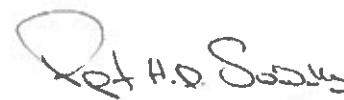
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, **Rupert HD Swindells**, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **4th day of June, 2025**




Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493

Fax (908) 903-3656

e-mail: surety@chubb.com



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8205857- 974105**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrew A. Adams; John A. Prince; Larry D. Snider, Michael Macomber; Norman E. Adams

all of the city of Houston state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of June, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 28th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of June, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



SpawGlass

*Providing the Absolute Best
Construction Experience*

City of Round Rock

**Old Settler's Park Build Out
90%
Chandler Creek WW Upsize
GMP R2**

4/28/2025



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TAB 8**TAB 4**

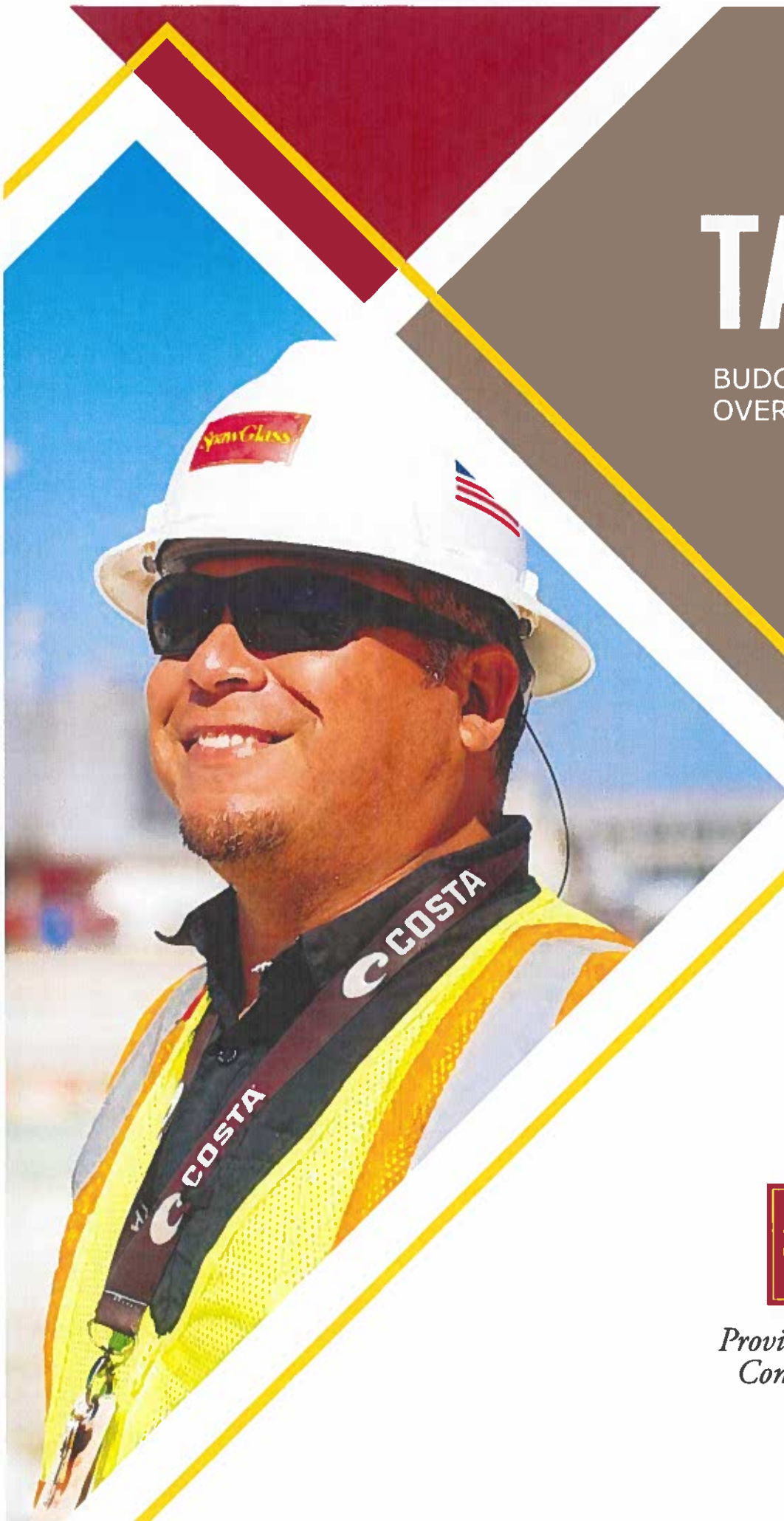
LIST OF DOCUMENTS

TAB 5

ASSUMPTIONS & CLARIFICATIONS

TAB1

BUDGET ESTIMATE
OVERVIEW



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Project Cost Summary



90% CD GMP OVERVIEW

SpawGlass Contractors, Inc. hereby submits to the City of Round Rock for the use and benefit of the new Old Settler's Park Buildout – Chandler Creek Waste Water Upsizing, based on the 90% CD Drawings, as follows:

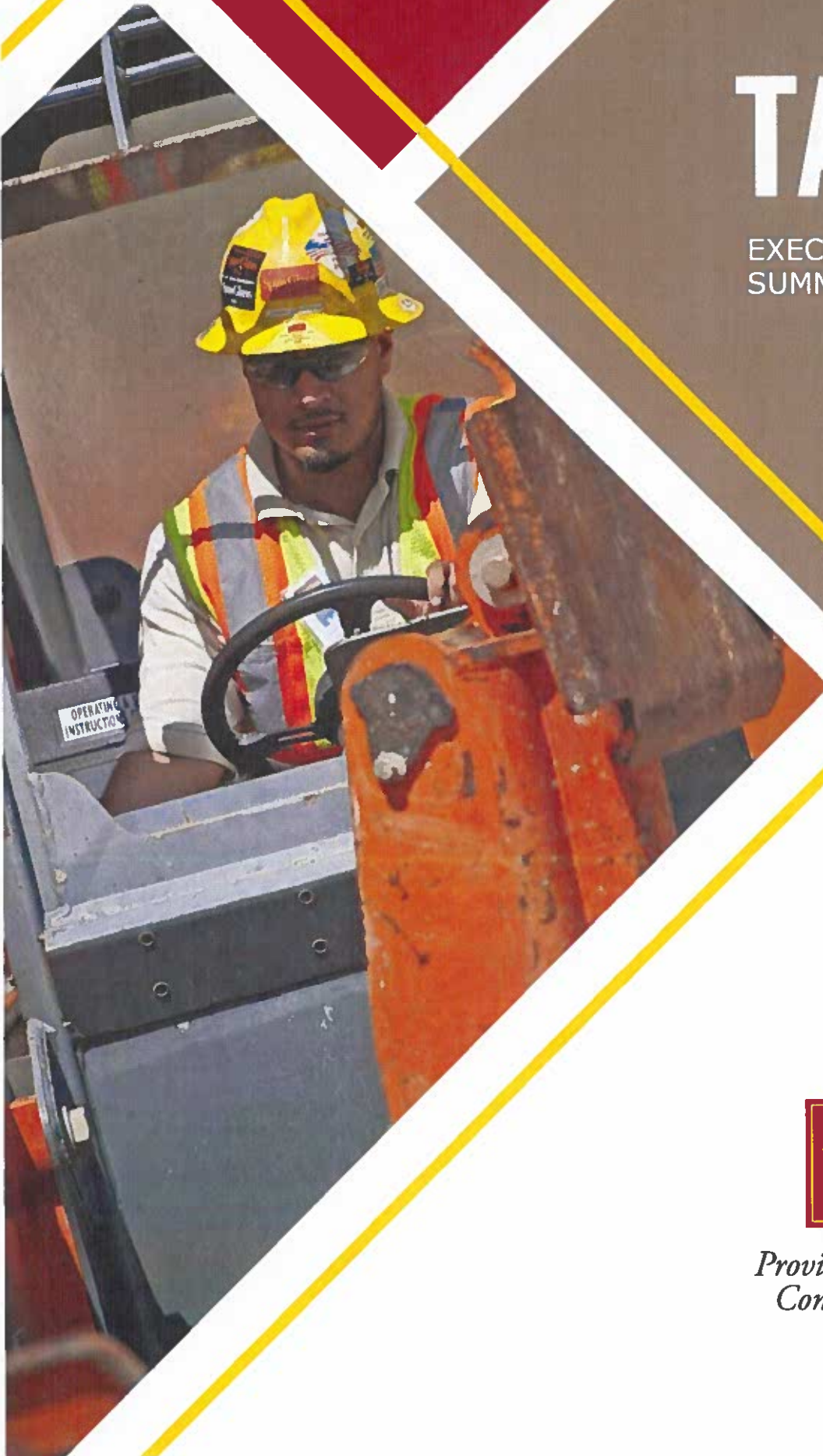
1. The proposed amount for the Direct Cost of the Work:	\$ <u>1,390,630</u>
2. General Conditions:	\$ <u>0</u>
3. Builder's Risk Insurance:	\$ <u>0</u>
4. General Liability Insurance (.78%):	\$ <u>10,847</u>
5. Payment & Performance Bonds: (.77%)	\$ <u>11,434</u>
6. Subcontractor Default Insurance (in COW):	\$ <u>0</u>
7. Warranty:	\$ <u>0</u>
8. Construction Manager's Contingency (3.0%):	\$ <u>41,719</u>
9. Design Progression / Owner Contingency (3%):	\$ <u>41,719</u>
10. Construction Phase Fee (3.50%):	\$ <u>52,372</u>
11. Price Forecasting/Tariffs:	\$ <u>0</u>
12. TOTAL: LINE ITEMS 1 THROUGH 11:	\$ <u>1,548,721</u>

Tyler Wenzel

Tyler Wenzel, Project Executive

TAB 2

EXECUTIVE PROJECT
SUMMARY



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Executive Summary



**City of Round Rock – Old Settler’s Park Build Out
Chandler Creek Waste Water Upsizing - 90% CD Drawings
3300 E Palm Valley Blvd Round Rock, TX 78665**

Scope of Work

Upsizing the existing piping to 15” by open trench method has been priced up as shown. This includes removal of the existing piping, installation of new piping, replacing damaged concrete, replacing damaged grass with hydromulch, bypass pumping (broken into 4 sections), temp fencing, re-coating of manholes, flowable fill within the WCID dam easement, silt fence and SWPPP, tree protection, arborist to cut limbs, and an irrigation repair allowance.

Overview

As shown on the schedule, the work on the east side of the reservoir has started. Earthwork is complete, and irrigation starts in March.

It is expected that IFC drawings and a WCID permit have been processed to support a 5/12/25 start date for this waste water replacement work to begin.

PHASE 1
PHASE 2

Head Access for
Junctions and 401

SILVER SLUGGER
COMPLEX

ATEN LOOP

CIRCLE DRIVE

FOOTBALL PARKING

Section of Phase 1 Fencing to
be Removed during Phase 2

LAKE

Legend

Notes:
See spec sheet for PAND approvals list
Preserve existing roads along sidewalk and
make as footpaths as necessary. (where
indicated by notes)

125 and 11 Green
125 and 11 Orange
W3000
W2000
Valve
Meter
Isolation Valve
Filter
Tuck Connect
Backflow Preventer

Tree Type
Tree to be Removed
Existing Tree
Sleeve

SMALL TREE 16
MEDIUM TREE 16
LARGE TREE 16

0 50 100
Feet

TAB 3

PROJECT TEAM

SpawGlass

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ORGANIZATION CHART

LEGEND

Management Support

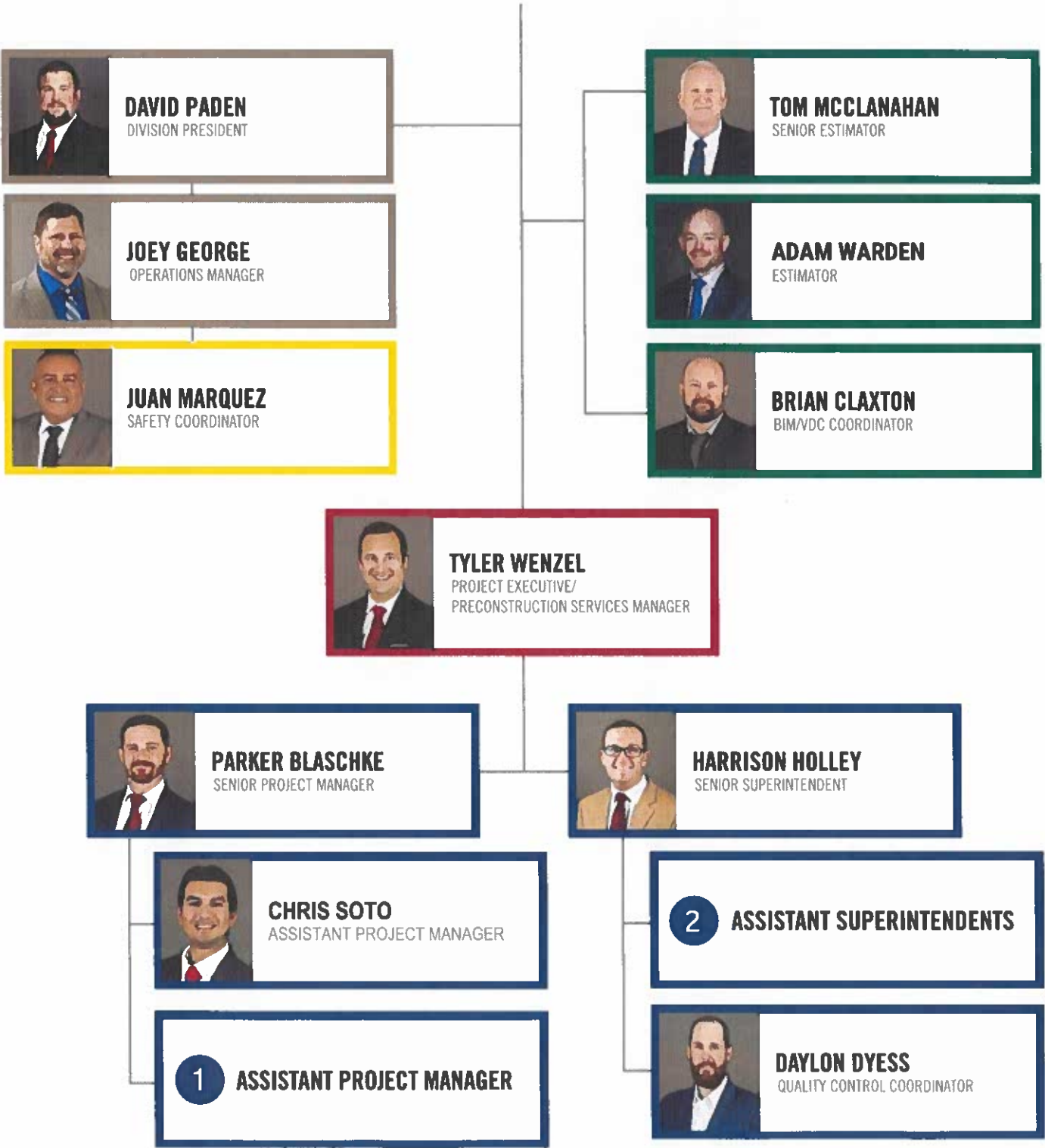
Team Lead/Single Point-of-Contact

On-site Team

Safety

Preconstruction/Estimating Support

CITY OF ROUND ROCK



TAB 4

LIST OF DOCUMENTS



SpawGlass

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**City of Round Rock – Old Settler’s Park Build Out
Chandler Creek Waste Water Upsizing - 90% CD Drawings
3300 E Palm Valley Blvd Round Rock, TX 78665**

[illegible]

TAB 5

ASSUMPTIONS &
CLARIFICATIONS



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Assumptions and Clarifications

SpawGlass

**City of Round Rock – Old Settler’s Park Build Out
Chandler Creek Waste Water Upsizing - 90% CD Drawings
3300 E Palm Valley Blvd Round Rock, TX 78665**

GENERAL QUALIFICATIONS

1. Kimley Horn and Associates, Inc. is the civil engineer/prime consultant of record.
2. Based on an anticipated NTP of April 2025.
3. The baseline schedule is based on a 5-day work week.
4. Normal working hours have been included from 7:00 AM to 5:30 PM unless otherwise noted, with exception to early concrete operations as deemed necessary. It is also assumed that work can occur on a 7 day a week schedule if required.
5. In order to subcontract scopes of work in a timely manner to meet the construction schedule it is assumed that buyout packages will be reviewed within 5 business days of their submission.
6. LEED Certifications or Green Building Programs are not incorporated into the project.
7. Builders Risk Insurance is provided by SpawGlass. Builder’s Risk deductible to be paid from construction contingency.
8. Performance & Payment Bonds are provided by SpawGlass.
9. General Liability is provided by SpawGlass.
10. Proposal assumes that the specified material and equipment are available as required to meet the schedule. If they are not available as required, we assume the Owner/Architect will authorize alternate material or equipment selections.
11. Owner must accept GMP within 30 calendar days, at which time pricing may expire.

SPECIFIC QUALIFICATIONS

Division 01 – General Requirements and General Conditions

1. Construction photos will be taken on a regular basis by SpawGlass. Digital files will be turned in monthly. Aerial photos will also be taken.
2. As-Built drawings, record drawings and record submittals will be kept in electronic format. These files will be accessible to all on the jobsite.
3. Reasonable repairs or damage caused by contractor(s) will be funded from the CM Contingency if funds remain.
4. Dimensional Control for the Project is included.
5. Individual non-photographic hard hat stickers for workers will be utilized.
6. On-site construction facilities have been included in this proposal.
7. Temporary barriers and enclosures are included to delineate construction zone from the public.
8. Construction cleaning and waste management have been included.
9. City fees related to tree mitigation to be by Owner.
10. No sound/vibration monitoring included.



Assumptions and Clarifications



Division 02 – Existing Conditions

1. Removal of existing piping.

Division 03 – Concrete

1. Replacement of any removed or damaged concrete.

Division 04 – Masonry

1. NA

Division 05 – Metals

1. NA

Division 06 – Wood, Plastics, and Composites

1. NA

Division 07 – Thermal and Moisture Protection

1. NA

Division 08 – Openings

1. NA

Division 09 – Finishes

1. NA

Division 10 – Specialties

1. NA

Division 11 – Equipment

1. NA

Division 12 – Furnishings

1. NA

Division 13 – Special Construction

1. NA

Division 14 – Conveying Equipment



Assumptions and Clarifications

1. NA

Division 21 – Fire Suppression

1. NA

Division 22 – Plumbing

1. NA

Division 23 – HVAC and Controls

1. NA

Division 26 – Electrical

1. NA

Division 27 – Communications

1. NA

Division 28 – Electronic Safety & Security

1. NA

Division 31 – Earthwork

1. NA

Division 32 – Exterior Improvements

1. NA

Division 33 – Utilities

1. Includes new 15" piping.
2. Use of native in-situ material for backfill.
3. Revised flowable fill to only include bedding material.

EXCLUSIONS

1. All work beyond the footprint of the buildings and structures. All work beyond the building footprints is included in the separate Site Estimate.



Assumptions and Clarifications

2. Permits, by Owner.
3. LEED documentation and Submittals.
4. We have not included the following items as we assume, they will be provided in a timely manner by the Owner at no cost to SpawGlass:
 - a. Materials Testing Services
 - b. Excludes all local electrical utility fees for permanent power
5. Preconstruction costs for the Project are not included in this budget.
6. Contaminated soils – hauling or disposal
7. Rock excavation.

TAB 6

BUDGET PROPOSAL COST
BREAKDOWN

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CHANDLER CREEK WWL UPSIZE- 90% PLANS UPDATE- 4/25/2025



Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	SPEC	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
RR 700	CORR 700	MOBILIZATION at Dollars and Cents per <u>LS</u>	1.0	LS	\$ 140,760.00	\$ 140,760.00
RR 505	CORR 505	CONCRETE TRENCH CAP at Dollars and Cents per <u>LF</u>	50.0	LF	\$ 315.00	\$ 15,750.00
RR 505	CORR 505	POTHOLE EXISTING UTILITIES- ELECTRICAL/ IRRIGATION at Dollars and Cents per <u>LF</u>	1.0	LS	\$ 3,075.00	\$ 3,075.00
RR 505	CORR 505	TIE TO EXISTING WASTEWATER MANHOLE at Dollars and Cents per <u>LF</u>	20.0	EA	\$ 2,560.00	\$ 51,200.00
RR 505	CORR 505	RECOAT EXISTING MANHOLES at Dollars and Cents per <u>LF</u>	11.0	EA	\$ 2,190.00	\$ 24,090.00
RR 505	CORR 505	ADD AIR VENT AND CHECK VALVE TO MANHOLE at Dollars and Cents per <u>LF</u>	1.0	EA	\$ 7,900.00	\$ 7,900.00
RR 506	CORR 506	BYPASS PUMPING at Dollars and Cents per <u>EA</u>	4.0	EA	\$ 36,300.00	\$ 145,200.00
RR 506	CORR 506	DEWATER TRENCH at Dollars and Cents per <u>EA</u>	2,712.0	LF	\$ 10.00	\$ 27,120.00
RR 509	CORR 509	TRENCH EXCAVATION SAFETY PROTECTIVE SYSTEMS (ALL DEPTHS) at Dollars and Cents per <u>LF</u>	2,712.0	LF	\$ 5.00	\$ 13,560.00
RR 510	CORR 510	15" PVC WWL (6-8) at Dollars and Cents per <u>LF</u>	160.0	LF	\$ 140.00	\$ 22,400.00
RR 510	CORR 510	15" PVC WWL (8-10) at Dollars and Cents per <u>LF</u>	292.0	LF	\$ 146.00	\$ 42,632.00
RR 510	CORR 510	15" PVC WWL (10-12) at Dollars and Cents per <u>LF</u>	492.0	LF	\$ 152.00	\$ 74,784.00
RR 510	CORR 510	15" PVC WWL (12-14) at Dollars and Cents per <u>LF</u>	80.0	LF	\$ 159.00	\$ 12,720.00
RR 510	CORR 510	15" PVC WWL (14-16) at Dollars and Cents per <u>LF</u>	698.0	LF	\$ 173.00	\$ 120,754.00

RR 510	CORR 510	15" PVC WWL (16-18) at Dollars and Cents per <u>LF</u>	80.0	LF	\$ 185.00	\$ 14,800.00
RR 510	CORR 510	15" PVC WWL (18-20) at Dollars and Cents per <u>LF</u>	230.0	LF	\$ 200.00	\$ 46,000.00
RR 510	CORR 510	15" PVC WWL (20-22) at Dollars and Cents per <u>LF</u>	524.0	LF	\$ 240.00	\$ 125,760.00
RR 510	CORR 510	15" PVC WWL (22-24) at Dollars and Cents per <u>EA</u>	156.0	EA	\$ 321.00	\$ 50,076.00
RR 510	CORR 510	FLOWABLE FILL BACKFILL- DAM EASEMENT- INCL 20% WASTE at Dollars and Cents per <u>EA</u>	75.0	CY	\$ 219.00	\$ 16,425.00
RR 510	CORR 510	REPLACE MANHOLE VENTS/ BOLLARDS at Dollars and Cents per <u>EA</u>	5.0	EA	\$ 1,437.50	\$ 7,187.50
RR 510	CORR 510	CAMERA WASTEWATER LINE at Dollars and Cents per <u>EA</u>	2,712.0	LF	\$ 5.50	\$ 14,916.00
RR 510	CORR 510	TEST WWL & MANHOLES at Dollars and Cents per <u>EA</u>	2,712.0	LF	\$ 5.00	\$ 13,560.00
RR 510	CORR 510	ROOT BARRIER FPR TREES- NOT SHOWN at Dollars and Cents per <u>EA</u>	290.0	LF	\$ 86.00	\$ 24,940.00
RR 510	CORR 510	SILT FENCE- UPDATED PER SG 4.25.25 Dollars and Cents per <u>TON</u>	1,200.0	LF	\$ 4.60	\$ 5,520.00
RR 510	CORR 510	TREE PROTECTION at Dollars and Cents per <u>EA</u>	840.0	LF	\$ 7.00	\$ 5,880.00
RR 510	CORR 510	MULCH PER DEATIL at Dollars and Cents per <u>LF</u>	6.0	EA	\$ 862.50	\$ 5,175.00
RR 510	CORR 510	ROCK BERM at Dollars and Cents per <u>LF</u>	115.0	LF	\$ 57.50	\$ 6,612.50
RR 510	CORR 510	CONSTRUCTION ENTRANCE at Dollars and Cents per <u>LF</u>	1.0	EA	\$ 2,300.00	\$ 2,300.00
RR 511	CORR 511	SW3P at Dollars and Cents per <u>EA</u>	1.0	LS	\$ 5,750.00	\$ 5,750.00
RR 511	CORR 511	REVEGETATE WWL RIGHT OF WAY/ DISTURBED AREAS at Dollars and Cents per <u>EA</u>	30,140.0	SY	\$ 0.90	\$ 27,126.00
RR 511	CORR 511	TRIM TREES- ARBORIST at Dollars and Cents per <u>EA</u>	3.0	EA	\$ 4,600.00	\$ 13,800.00

RR 511	CORR 511	SAWCUT at Dollars and Cents per EA	136.0	LF	\$ 11.50	\$ 1,564.00
RR 511	CORR 511	DEMO CONCRETE at Dollars and Cents per EA	9,480.0	SF	\$ 3.00	\$ 28,440.00
RR 511	CORR 511	DEMO TREE at Dollars and Cents per EA	4.0	EA	\$ 860.00	\$ 3,440.00
SP505	CORR SP505	REMOVE/ REPLACE BENCH at Dollars and Cents per LF	2.0	EA	\$ 230.00	\$ 460.00
SP506	CORR SP506	DEMO CONCRETE TRENCH CAP at Dollars and Cents per EA	50.0	LF	\$ 29.00	\$ 1,450.00
SP506	CORR SP506	DEMO 12" WWL at Dollars and Cents per LS	2,650.0	LF	\$ 25.00	\$ 66,250.00
SP510	CORR SP510	PREP AND POUR BACK CONCRETE TRAIL at Dollars and Cents per EA	8,370.0	SF	\$ 12.00	\$ 100,440.00
SP510	CORR SP510	PREP AND POUR BACK MONUMENT CONCRETE at Dollars and Cents per EA	1,110.0	SF	\$ 50.00	\$ 55,500.00

TOTAL BASE BID

_____ Dollars and _____ Cents \$ 1,345,317.00

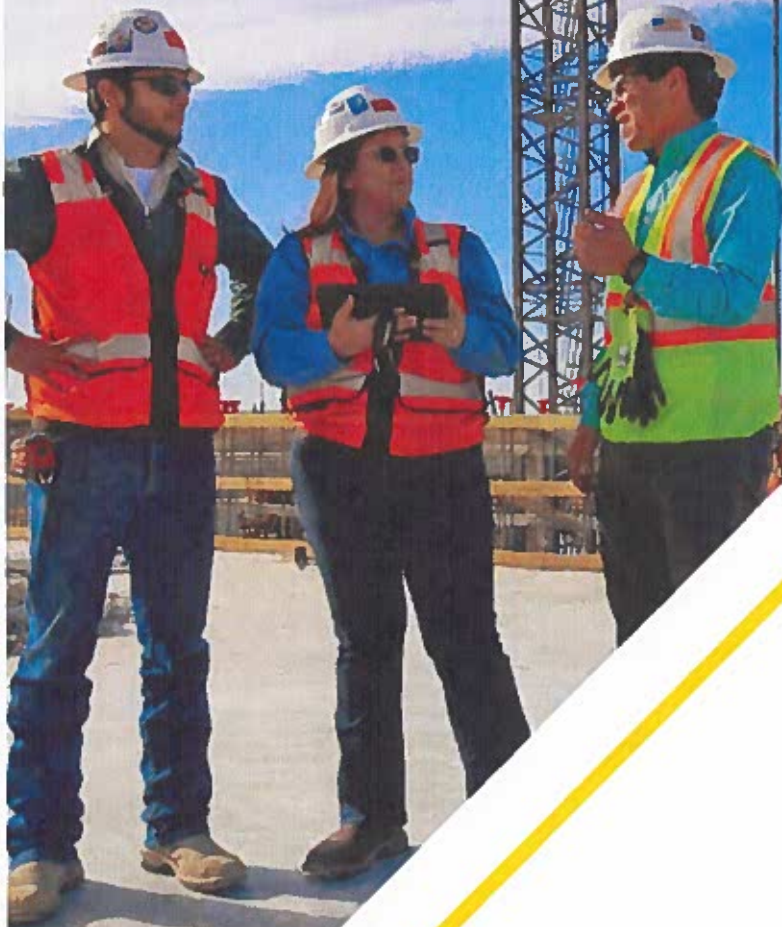
ADD ALTERNATE

		PAYMENT AND PERFORMANCE BOND at Dollars and Cents per EA	1.0	EA	\$ 13,512.50	\$ 13,512.50
		IRRIGATION REPAIR ALLOWANCE at Dollars and Cents per EA	1.0	EA	\$ 15,000.00	\$ 15,000.00
		ADDITIONAL TEMPORARY FENCING at Dollars and Cents per EA	1.0	EA	\$ 16,800.00	\$ 16,800.00

1. ALL EXCESS MATERIAL WILL BE HAULED OFF
2. MATERIAL TESTING AND BONDS ARE EXCLUDED
3. SELECT OR BASE BACKFILL IS EXCLUDED. USE NATIVE IN-SITU MATERIAL UNLESS NOTED OTHERWISE.
4. ROCK EXCAVATION IS EXCLUDED

TAB 7

MASTER PROJECT SCHEDULE



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[illegible]

[illegible]

[illegible][illegible]

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