



*Infinity Sound  
Easy Drive  
Mansfield, Texas 76063*



This rendering is an artistic representation of the proposed building. Variations in scope of work, color, building materials, grading, etc.. may impact actual constructed appearance. All signage, shown or not, to be purchased and installed by owner and is not in contract.



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*STANDARD FORM OF DESIGN-BUILD AGREEMENT  
BETWEEN OWNER AND DESIGN-BUILDER  
ON A LUMP SUM BASIS*

This Agreement, Made as of March 21st, In the Year of 2024.

Between the Owner: **Pura Vida Unlimited, LLC.**  
**Max and Angela Curry**  
**3401 Roys Lane**  
**Burleson, Texas 76028**  
**972-206-0001 Phone**

And the Contractor: **Meehan Contractors, Ltd. dba Nationwide Construction**  
**721 S. 5th Avenue**  
**Mansfield, Texas 76063**  
**817-473-0484 Phone**

For the Project: **Infinity Sound**  
**Easy Drive**  
**Mansfield, Texas 76063**

## **ARTICLE 1 - GENERAL PROVISIONS**

**1.1      Mutual Obligations.** The Design-Builder and the Owner agree to fully cooperate with each other in providing to each other information available, and in facilitating the design and the Construction Work within the scope of this Agreement. The Design-Builder agrees to provide the architectural and engineering services as set forth below, and to furnish construction and administration of the Construction Work.

**1.2      Extent of Agreement.** This agreement is solely and exclusively for the benefit of the Owner and the Design-Builder and not for the benefit of any third party. The Owner and the Design-Builder agree that there are no third-party beneficiaries and each agrees that the obligations in this Agreement are owed exclusively to the other party to the Agreement. The Parties agree that (i) this Agreement represents the entire and integrated Agreement between the Owner and the Design-Builder, and supersedes all prior negotiations, representations or agreements, either written or oral; and (ii) in entering into this Agreement neither party has relied upon any representations or warranties of any kind made by the other party or its employees other than those expressed in this Agreement.

**Initialed by:** Owner \_\_\_\_\_ Contractor \_\_\_\_\_

**1.3      Architect/Engineer.**   Architectural and engineering services required for the Project shall be provided by licensed, independent design professionals retained by the Design-Builder or furnished by licensed employees of the Design-Builder, or as permitted by the law of the state where the Project is located. The person or entity providing architectural and engineering services shall be referred to as the Architect/Engineer.

**1.4      Definitions.**

**1.4.1**      The term “Agreement” shall mean this executed Standard Form of Design-Build Agreement Between Owner and Design-Builder on a Lump Sum Basis.

**1.4.2**      The term “Contract Documents” shall mean (i) this Agreement; (ii) written change orders and amendments to this Agreement, including exhibits and appendices signed by both the Owner and the Design-Builder; (iii) the Design Criteria Documents as defined in paragraph 1.4.10; (iv) the information provided by the Owner pursuant to Subparagraph 3.2.2; (v) the Schematic Design Documents as defined in paragraph 1.4.16 and (vi) the Lump Sum Price Proposal as defined in paragraph 5.2.1.

**1.4.3**      The term “Contract Time” shall mean the number of calendar days stated in the Lump Sum Price Proposal (as provided in paragraph 5.2.1.4) during which the Design-Builder has agreed to achieve Substantial Completion of the Construction Work.

**1.4.4**      The term “Contract Price” shall have the meaning defined in paragraph 5.1.

**1.4.5**      The term “Construction Documents” shall mean the drawings, specifications, and other documents prepared by the Architect/Engineer and approved by the Owner for the construction of the Project.

**1.4.6**      The term “Construction Work” shall mean all of the Design-Builder’s construction services required by the Construction Documents, as defined in paragraph 1.4.5, which shall be performed in accordance with the requirements of this Agreement.

**1.4.7**      The term “Date of Commencement” shall mean the first day of construction or after receipt of Building Permit from the applicable governing City. The Owner will promptly proceed to obtain all easements, zoning changes, approvals, and other legal requirements to allow construction to proceed without delay.

**1.4.8**      The term “day” or “days” shall mean calendar days unless otherwise specifically noted in the Contract Documents.

**1.4.9**      The term “Defective Work” shall mean any portion of the Construction Work not in conformance with the Construction Documents.

**1.4.10** The term “Design Criteria Documents” shall mean the documents provided by the Owner to the Design-Builder prior to the effective date of this Agreement that provide sufficient information to permit the Design-Builder to prepare a response to the Owner’s request for proposal. The Design Criteria Documents must specify criteria the Owner considers necessary to describe the Project. The Design Criteria Documents may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for this Project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirements by the Owner.

**1.4.11** The term “Design Consultants” shall mean the engineering or architectural firms employed by the Design-Builder to perform design or consulting work for the Project site and the building improvements. Such Design Consultants’ services may include civil engineering for utilities, storm drainage, and pavement; geotechnical engineering; landscape architecture; environmental engineering or consulting; and surveying and construction staking for sitework. Design Consultants for the building design may include electrical, structural, mechanical, plumbing, architectural, ADA/TAS and other specialty design areas.

**1.4.12** The term “Differing Site Conditions” shall mean concealed or latent physical conditions or subsurface conditions at the Project site that (i) materially differ from the conditions indicated in the information provided by the Owner pursuant to Subparagraph 3.2.2 or the Schematic Design Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in construction work. Archaeological sites, burial markers, human remains, and/or wetlands not indicated in the Contract Documents shall also be considered Differing Site Conditions.

**1.4.13** The term “Hazardous Material(s)” shall mean any materials, waste, substances, and/or chemicals deemed to be hazardous under any applicable federal, state, and/or local laws, codes, ordinances, rules, regulations, and/or orders or decrees of any governmental agency or entity having jurisdiction over the Project or the Project site.

**1.4.14** The term “Other Contractors” shall mean any other independent contractor, agent, or representative employed by the Owner or at the Project site who is not employed by the Design-Builder, or its Subcontractors.

**1.4.15** The term “Project” is the building, facility, or other improvements at the location provided by the Owner, which the Design-Builder has agreed to complete pursuant to the requirements of the Schematic Design Documents, as defined in paragraph 1.4.16.

**1.4.16** The term “Schematic Design Documents” shall mean the drawings, outline specifications, and/or other conceptual documents illustrating the Project’s elements, scale, and features, which documents address the requirements of the Owner’s Design Criteria Documents submitted by the Owner to the Design-Builder. The Schematic Design Documents shall be the documents prepared and submitted to the Owner with the Lump Sum Price Proposal. At the time of submittal, the Schematic Design Documents shall be sufficiently complete to determine the scope of the work to be performed by

the Design-Builder for the purpose of establishing the Lump Sum Price pursuant to the terms of this Agreement. The Schematic Design Documents are not completed and sealed drawings and specifications as necessary for construction purposes.

**1.4.17** The term “Subcontractor(s)” shall mean any party or entity retained by the Design-Builder as an independent contractor to provide any of the labor, materials, equipment, and/or services necessary to complete a specific portion of the Construction Work under this Agreement. The term Subcontractor does not include an architect, engineer, other Design Consultants, if any, or any Other Contractors retained by the Owner.

**1.4.18** The term “Substantial Completion” shall be the date on which the Construction Work, or an agreed portion of the Construction Work, is sufficiently complete so that the Owner can beneficially occupy or use the Project, or portion thereof, for its intended purposes. The issuance of a certificate of occupancy is not a prerequisite for Substantial Completion if the certificate of occupancy cannot be obtained due to factors beyond the Design-Builder’s control. The Design-Builder and the Owner agree to sign a certificate of Substantial Completion confirming the date of Substantial Completion.

**1.4.19** The term “Work Product” shall mean all drawings, specifications, and other design documents, including those in electronic format, prepared by or procured by the Design-Builder in performance of this Agreement.

## **ARTICLE 2 - DESIGN-BUILDER’S SERVICES AND RESPONSIBILITIES**

**2.1      Design Services.** Pursuant to a mutually agreeable schedule, the Design-Builder shall submit for the Owner’s approval Construction Documents which meet the requirements of the Schematic Design Documents, and any change orders executed by both the Owner and the Design-Builder after the date of this Agreement and prior to the submission of the Construction Documents to the Owner. The Construction Documents shall be prepared by qualified, licensed design professionals employed by the Design-Builder or procured from qualified, independent licensed design consultants. The standard of care for all design professional services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time and locality as the Project. This Agreement does not establish or create any legal or contractual obligations between the Owner and the design professionals employed by the Design-Builder, and the design professionals shall not be deemed to be a third party beneficiaries under this Agreement.

**2.2      Construction Documents.** The Construction Documents shall set forth the requirements for the Construction Work, and shall be based upon codes, laws, or regulations effective on the date of this Agreement. If any codes, laws, or regulations are changed or are enacted after the date of this Agreement affecting preparation of the Construction Documents or performance of the Construction Work, then the Contract Price and/or the Contract Time, as appropriate, shall be equitably adjusted to compensate the Design-Builder for the changes. When the Design-Builder submits the Construction Documents to the Owner, the Design-Builder shall identify in writing all material changes and deviations from the requirements of the Schematic Design Documents. Material changes, if any, between the Construction Documents and the Schematic Design Documents shall be documented by a Change Order

pursuant paragraph 7.2 equitably adjusting the Contract Price and/or the Contract Time as appropriate. One set of the Construction Documents shall be furnished to the Owner prior to commencement of construction.

**2.3      Reproduction, Use, and Ownership of Work Product.**      Upon

the Design-Builder's receipt of full payment for design services pursuant to the requirements of this Agreement, the Design-Builder grants to the Owner a non-exclusive license to reproduce the Construction Documents, including those in electronic format, to be used solely on the Project as provided under this Agreement. Upon payment in full for all work and services provided by the Design-Builder, the Design-Builder will provide the Owner a copy of all Work Product at any time upon the Owner's written request, provided such request is received by the Design-Builder within four (4) years of substantial completion of the Construction Work, after which time the Design-Builder shall have no obligation to retain any portion of the Work Product. The Owner's non-exclusive license shall authorize the Owner to reproduce and/or utilize the Work Product for use solely in the construction, operation, maintenance, remodeling, and expansion of the Project. The Owner's license as granted herein shall not include the right to use, reproduce, or make derivative documents from the Work Product for use on other projects or at other locations, unless the Owner obtains specific written authorization from the Design-Builder. The Design-Builder shall retain all common law, statutory, and other reserved rights in the Work Product, as well as all copyrights associated therewith. Any unauthorized reproduction or use of the Work Product by the Owner or others shall be at the Owner's sole risk and expense without liability to the Design-Builder or the Architect/Engineer. The Design-Builder shall obtain from the Architect/Engineer engaged by the Design-Builder, the license and rights for the use of the Work Product which correlate to and authorize the license and rights granted by the Design-Builder to the Owner in this Agreement.

**2.4      Construction Services.**

**2.4.1**      The Design-Builder agrees to timely complete the design and commence construction to achieve Substantial Completion of the Construction Work within the Contract Time. The Design-Builder and its Subcontractors shall provide all necessary construction labor, materials, tools, equipment, as well as all construction supervision, inspection, and temporary utilities as required to complete the construction required by the Construction Documents.

**2.4.2**      The Design-Builder shall perform all Construction Work in accordance with the requirements of the Construction Documents. The Design-Builder shall at all times exercise complete and exclusive control over the construction means, methods, sequences, and techniques; except to the extent specifically assumed by Subcontractors in their subcontracts. The Design-Builder shall be responsible for the proper performance of the Construction Work, including all work performed by its Subcontractors.

**2.4.3**      The Design-Builder shall keep the Project site reasonably free from debris, trash, and construction wastes to permit the Design-Builder to perform the Construction Work efficiently, safely, and without interference in the use of adjacent properties. Upon Substantial Completion of the Project, the Design-Builder shall remove all debris, trash, construction waste, materials, equipment, machinery, and tools arising from the Construction Work, to permit the Owner to occupy the Project for its intended use.

**2.5      Safety of Persons and Property.**      The Design-Builder shall require each of its

Subcontractors to be responsible for the safety of their workmen performing the Construction Work at the Project site, as well as the safety of all persons and property which could be injured during the prosecution of any subcontract work. The provisions of this Agreement shall not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of subcontract work, nor for compliance with the applicable laws and regulations. The Design-Builder shall be responsible for the safety of all employees and workmen directly employed by the Design-Builder at the Project site.

**2.5.1**      The Design-Builder shall designate an individual at the Project site in the employment of the Design-Builder who shall act as the Design-Builder's designated safety representative. Unless otherwise identified by the Design-Builder in writing to the Owner, the designated safety representative shall be the Design-Builder's project superintendent. The Design-Builder will promptly report to the Owner in writing all accidents and injuries occurring at the Project site. When the Design-Builder is required to file an accident report with a public authority, the Design-Builder shall furnish a copy of the report to the Owner. The Design-Builder and its Subcontractors shall comply with all legal requirements relating to the safety, as well as any of the Owner's specific safety requirements, if such specific safety requirements are specified in the Contract Documents.

**2.6      Hazardous Materials.**      The Design-Builder shall not be obligated to commence or continue the Construction Work until all known or suspected Hazardous Material discovered at the Project site has been removed or rendered harmless by the Owner, as certified by an independent testing laboratory and approved by the appropriate government agency.

**2.6.1**      The Design-Builder and its Subcontractors shall not knowingly enter upon any portion of the Construction Work containing Hazardous Material. If after the commencement of the Construction Work known or suspected Hazardous Materials are discovered at the Project site, the Design-Builder shall be entitled to immediately stop the Construction Work in the affected area. The Design-Builder shall report the condition to the Owner, and, if required, the governmental agency having jurisdiction. If the Design-Builder incurs additional cost and/or is delayed due to the presence or remediation of Hazardous Material, the Design-Builder shall be entitled to an equitable adjustment in the Contract Price and/or the Contract Time. The Design-Builder shall not be required to perform any work related to or in the area of Hazardous Material unless a written agreement is entered into between the Design-Builder and the Owner to provide for extra cost, if any, extra time, if any, and additional risk incurred by the Design-Builder.

**2.6.2**      The Owner shall be responsible for retaining an independent testing laboratory to determine the nature of the material encountered and whether it is a Hazardous Material requiring corrective measures and/or remedial action. Such measures shall be the sole responsibility of the Owner, and shall be performed in a manner minimizing any adverse effect upon the Construction Work of the Design-Builder. The Design-Builder shall resume the Construction Work in the area affected by any Hazardous Material only after written agreement between the Owner and the Design-Builder has been executed, after the Hazardous Material has been removed or rendered harmless, and after approval of the governmental agency or agencies with jurisdiction, if required.

**2.6.3** If Hazardous Materials are encountered as the result of the Owner's failure to identify or remove Hazardous Materials prior to commencement of construction, the Owner shall defend, indemnify, and hold harmless the Design-Builder and its Subcontractors, and their officers, directors, and employees from and against any and all claims, damages, losses, costs, expenses, and/or attorneys' fees arising out of or relating to the performance of the Construction Work in any area affected by Hazardous Material. Additionally, if hazardous materials are encountered as a result of the Owner's failure to identify or remove hazardous materials prior to the commencement of construction, then the Owner (1) releases the Design-Builder, its Subcontractors, and their officers, directors and employees from any and all claims, damages, losses, expenses, and/or attorneys' fees incurred by the Owner arising out of or related to the performance of the Construction Work in the area affected by Hazardous Material; (2) releases the Design-Builder from any indemnification obligations in this Agreement, except the one in the following paragraph 2.6.5; (3) shall extend the Contract Time by the actual number of days that the Design-Builder is delayed in the completion of the Construction Work arising out of or related to the identification, testing, and/or abatement of the Hazardous Material; and (4) shall increase the Contract Price by any costs or losses incurred by the Design-Builder which arise out of the identification, testing, and/or abatement of the Hazardous Material, or relate to the performance of work in the area affected by the Hazardous Material prior to the Design-Builder's discovery of the Hazardous Material.

**2.6.4** During performance of the Construction Work, the Design-Builder shall be responsible for the proper handling of all materials brought to the Project site by the Design-Builder or its Subcontractors. Upon the issuance of the certificate of Substantial Completion, the Owner shall be responsible for materials and substances brought to the Project site, if such materials or substances are required by the Construction Documents.

**2.6.5** If Hazardous Materials are encountered as a result of the Design-Builder or its Subcontractors' importation of such materials onto the Project site, the Design-Builder shall defend, indemnify, and hold harmless the Owner, its officers, directors, and employees from and against any and all claims, damages, losses, costs, expenses, and/or attorneys' fees arising out of or related to the Construction Work in any area affected by Hazardous Materials. Additionally, if Hazardous Materials are encountered as a result of the Design-Builder or its Subcontractors' importation of such materials onto the Project site, the Design-Builder agrees (1) to release the Owner and its officers, directors, and employees from any and all claims, damages, losses, or expenses incurred by the Design-Builder arising out of or related to the performance of the Construction Work in the area affected by such imported Hazardous Material; (2) to release the Owner from any indemnification obligations in this Agreement, except the one in the preceding paragraph 2.6.3; (3) that the Contract Time will not be extended by days that the Design-Builder is delayed in the completion of the Construction Work arising out of or related to the identification, testing, and/or abatement of such imported Hazardous Material; and (4) that the Contract Sum shall not be increased by any costs or losses incurred by the Design-Builder which arise out of the testing or abatement of such imported Hazardous Material, or relate to the performance of the Construction Work in the area affected by such imported Hazardous Material.

**2.7 Design-Builder's Warranty.** The Design-Builder warrants to the Owner that all materials and equipment furnished under this Agreement will be new, unless otherwise specified. The Design-Builder also warrants to the Owner that all materials and equipment furnished under this Agreement will be in conformance with the Construction Documents. The Design-Builder's warranty and correction obligations contained in this Agreement exclude Defective Work caused by (i) abuse, (ii)

alterations to the Construction Work not executed by the Design-Builder or its Subcontractors, (iii) improper or insufficient maintenance, (iv) improper operation, (v) normal wear and tear under normal usage, or (vi) others. The Design-Builder agrees to correct all Defective Work for which the Owner provides notice to the Design-Builder within a period of one year from the date of Substantial Completion. During this one-year period for correction of Defective Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives any right to require correction by the Design-Builder and to make a claim for breach of warranty or contract related to such Defective Work. The Design-Builder shall collect all written warranties from manufacturers, as well as all equipment manuals, and deliver them to the Owner for the Owner's use. To the extent that products, equipment, systems, or materials incorporated into the Construction Work are covered by a warranty from the manufacturer of such products, equipment, systems, or material in excess of one year, the Owner's remedy to correct the defective products, equipment, systems, or materials after the one-year period shall be exclusively against the warranty of the manufacturer. **For the products, equipment, systems, or materials covered by a manufacturer's warranty, all other warranties, except the manufacturers' warranties, either express or implied, including the warranty of merchantability and the warranty of fitness for a particular purpose, are expressly disclaimed and waived by the parties to this Agreement.**

**2.8      Cooperation with Owner's Lender.** The Design-Builder shall cooperate with the reasonable requirements of the Owner's lenders or other parties providing financial resources for the Project. After the execution of this Agreement, however, the Design-Builder shall have no obligation to execute for the Owner or the Owner's lenders any documents or agreements that require the Design-Builder to assume obligations or responsibilities greater than the obligations of the Design-Builder under this Agreement and under applicable laws.

## **ARTICLE 3 – OWNER'S RESPONSIBILITIES**

### **3.1      Cooperation with Design-Builder.**

**3.1.1**      The Owner shall, throughout the performance of the Design-Builder's obligations under this Agreement, cooperate with the Design-Builder and perform the Owner's responsibilities, obligations, and services in a timely manner to facilitate the Design-Builder's timely and efficient performance of the Construction Work and so as not to delay or interfere with the Design-Builder's performance of its obligations under the Contract Documents and/or Construction Documents. The Owner shall cooperate and provide reasonable assistance to the Design-Builder in obtaining the permits, approvals, and licenses that are the responsibility of the Design-Builder.

**3.1.2**      The Owner shall provide timely reviews and approvals of interim design submissions, Schematic Design Documents, and Construction Documents consistent with the turnaround times set forth in the Design-Builder's schedule.

### **3.2      Information and Services Provided by Owner.**

**3.2.1**      The Owner shall provide full information in a timely manner regarding requirements for the Project, including all information contained in the Design Criteria Documents.

**3.2.2** Unless expressly stated to the contrary in the Contract Documents, the Owner shall provide for the Design-Builder's information and use the following documents, upon which the Design-Builder is entitled to rely in performing its obligations under this Agreement:

**3.2.2.1** Surveys describing the property, boundaries, topography, and reference points for use during construction, including existing service and utility lines;

**3.2.2.2** Geotechnical studies describing subsurface conditions, and other surveys describing other latent or concealed physical conditions at the Project site;

**3.2.2.3** Temporary and permanent easements, zoning requirements, deed restrictions, and other requirements and encumbrances affecting land use, or necessary to permit the proper design and construction of the Project and enable the Design-Builder to perform its obligations under this Agreement;

**3.2.2.4** A legal description of the Project site;

**3.2.2.5** To the extent available, as-built and record drawings of any existing structures at the Project site; and

**3.2.2.6** To the extent available, environmental studies, reports, and impact statements describing the environmental conditions, including Hazardous Conditions, in existence at the Project site.

**3.2.3** The Owner is responsible for securing and executing all necessary easements and agreements with adjacent land or property owners that are necessary to enable the Design-Builder to perform its obligations under this Agreement. The Owner is further responsible for all costs, including attorneys' fees, incurred in securing these necessary easements and agreements. The Owner is responsible for securing all zoning approvals required for the Project as well as all easements necessary for the construction to proceed without delay.

**3.3 Owner's Financial Information.** Prior to commencing the Construction Work and during the progress of the Construction Work, the Owner shall provide reasonable evidence satisfactory to the Design-Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is provided, the Design-Builder shall not be required to commence or continue the Construction Work. The Design-Builder may stop the Construction Work after three (3) days' written notice to the Owner, if such evidence is not provided to the Design-Builder within seven (7) business days after the Design-Builder's request for such information.

**3.4 Approval of Schematic Design Documents.** At the time of the Owner's approval of the Lump Sum Price Proposal, as provided in paragraph 5.2.3, the Owner shall review, modify as required, and approve the Schematic Design Documents provided to the Owner by the Design-Builder. Upon the Owner's approval, the Schematic Design Documents shall be part of the Contract Documents and shall constitute the scope of the design and construction services to be performed by the Design-Builder. Any revisions to the Schematic Design Documents beyond the general scope of the

Design Criteria Documents or to accommodate changes beyond the general scope of the information provided by the Owner under paragraph 3.2.2 shall entitle the Design-Builder to an equitable adjustment to the Design-Builder's Design Fee.

### **3.5      Owner's Construction Responsibilities.**

**3.5.1**      Throughout the performance of the Construction Work, the Owner shall cooperate with the Design-Builder to assure that the Construction Work is timely and efficiently performed without delay or interference to the services provided by the Design-Builder. The Owner shall provide a representative who shall be fully acquainted with the Project and who shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization, or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Design-Builder in writing, in advance of such change.

**3.5.2**      The Owner is responsible for all work performed on the Project or at the location of the Project by Other Contractors under separate contracts with the Owner. The Owner shall contractually require its Other Contractors to cooperate with and coordinate their activities with the Design-Builder, so as not to interfere with the Design-Builder's performance of this Agreement.

## **ARTICLE 4 - CONTRACT TIME**

**4.1      Substantial Completion and Final Completion.**      Substantial Completion of the Construction Work shall be achieved after the Date of Commencement, within the Contract Time as specified pursuant to paragraph 5.2.1.4 and as extended pursuant to paragraph 4.2. Unless causes beyond the Design-Builder's control delay final completion, the Design-Builder shall achieve final completion of the Construction Work, including all punch list work, within sixty (60) days from the date of Substantial Completion.

### **4.2      Extensions of Time.**

**4.2.1**      If causes beyond the Design-Builder's control extend the time for the commencement or progress of the Construction Work, then the Contract Time shall be extended as appropriate. Such causes shall include, but not be limited to: changes in codes, laws, or regulations; changes ordered in the Construction Documents or the Construction Work by the Owner; acts or omissions of the Owner or Other Contractors; the Owner's interference with, or suspension of, the Design-Builder's completion of the Construction Documents or performance of the Construction Work; Lead time of commodity materials beyond Contractors control; the presence of Hazardous Materials at the Project site which were not imported by the Design-Builder or Subcontractors; the presence of Differing Site Conditions; adverse weather conditions not reasonably anticipated; fire; acts of terrorism or war; unusual transportation delays; labor disputes impacting the Project; actions or failures to act by governmental agencies; unavoidable accidents or circumstances; and/or other occurrences or circumstances for which the Design-Builder is entitled to an adjustment of the Contract Time under this Agreement. Causes beyond the control of the Design-Builder do not include negligent acts or omissions on the part of the Design-Builder, Subcontractors, or the Architect/Engineer.

**4.2.2** In the event delays to the Project are encountered for any reason, both the Owner and the Design-Builder agree to undertake reasonable efforts to mitigate the effects of such delays.

**4.3 Liquidated Damages.** The parties agree that if Substantial Completion of the Project is not achieved by the Design-Builder within the Contract Time, as adjusted pursuant to the provisions of paragraph 4.2, the Owner will suffer financial loss which is difficult, if not impossible, to estimate or compute. The Owner and the Design-Builder, therefore, agree that the amount of \$250.00 per day shall be deducted from the total payment due the Design-Builder for each day Substantial Completion of the Project is delayed beyond the Contract Time, as adjusted by the provisions in paragraph 4.2. The Owner and the Design-Builder agree that the amount of \$250.00 per day is a reasonable expectation of the Owner's probable damages, both direct and consequential, including all of the Owner's financial and economic losses associated with, or directly or indirectly arising out of, the delay in the Substantial Completion of the Project, and that such deduction of the liquidated damage amount is not for the purpose of a penalty.

## **ARTICLE 5 - CONTRACT PRICE**

**5.1 Contract Price.** The Owner shall pay the Design-Builder, in accordance with Article 6 hereof, total compensation ("Contract Price") equal to the Lump Sum Price.

**5.2 Lump Sum Price.**

**5.2.1 Lump Sum Price Proposal.** Within 10 days after the design is sufficiently complete to establish the Lump Sum Price, the Design-Builder shall submit a Lump Sum Price Proposal to the Owner which shall include the following information and documents:

**5.2.1.1** A proposed Lump Sum Price for performing the Construction Work, which amount shall include the Design-Builder's Design Fee is \$4,004,499.00 (Four Million, Four Thousand, Four Hundred Ninety-Nine Dollars).

The Owner and the Contractor acknowledge that the Owner will pay a sum of \$200,224.95 (Two Hundred Thousand, Two Hundred Twenty Four and 95/100 Dollars) 5% of the Contract total upon execution of this agreement and before construction begins as a deposit and part of the Lump Sum Price of the project.

**5.2.1.2** A copy of the Schematic Design Documents used as the basis for establishing the Lump Sum Price.

**5.2.1.3** A list of the assumptions and clarifications made by the Design-Builder in establishing the Lump Sum Price, which list is intended to supplement the information contained in the Schematic Design Documents;

**5.2.1.4** The Contract Time upon which the proposed Lump Sum Price is based shall be 7 months from the first day of construction or after receipt of the Building Permit.

**5.2.1.5** If applicable, a list of allowances and a statement of their basis, a schedule of alternate prices, a schedule of unit prices, and/or a statement of Additional Services; and

**5.2.1.6** The time limit for acceptance of the Lump Sum Price Proposal (If no time limit is specifically stated, then the time limit shall be 10 days' after the Owner's receipt).

**5.2.2 Review and Adjustment to Lump Sum Price Proposal.** After submission of the Lump Sum Price Proposal, the Design-Builder and the Owner shall meet to discuss and review the Schematic Design Documents and the Lump Sum Price Proposal. If the Owner has any comments regarding the Lump Sum Price Proposal, or finds any inconsistencies or inaccuracies in the information presented, the Owner shall promptly give written notice to the Design-Builder of such comments or findings. If appropriate, the Design-Builder shall, upon receipt of the Owner's notice, make appropriate adjustments to the Lump Sum Price Proposal.

**5.2.3 Acceptance of Lump Sum Price Proposal.** If the Owner accepts the Lump Sum Price Proposal, the Lump Sum Price Proposal and all documents submitted with the Lump Sum Price Proposal, shall amend and become a part of this Agreement. The Date of Commencement shall be five (5) business days after the Design-Builder's receipt of the Owner's acceptance of the Lump Sum Price proposal. The Design-Builder will thereafter proceed with completion of the design and ordering of long lead time materials required for the Project.

**5.2.4 Failure to Accept the Lump Sum Price Proposal.** If the Owner rejects the Lump Sum Price Proposal, or fails to notify the Design-Builder in writing within the time limit for acceptance that it accepts the Lump Sum Price Proposal, the Lump Sum Price Proposal shall be deemed withdrawn and of no effect. In such event, the Owner and the Design-Builder shall meet and confer as to how the Project will proceed, with the Owner having the following options:

**5.2.4.1** The Owner may suggest modifications to the Lump Sum Price Proposal, whereupon, if such modifications are accepted in writing by the Design-Builder, the modified Lump Sum Price Proposal shall be deemed accepted and the parties shall proceed in accordance with paragraph 5.2.3 above;

**5.2.4.2** The Owner may terminate this Agreement by payment to the Design-Builder of \$44,800.00 for the preparation of the Schematic Design Documents, which payment shall be due not later than 15 days after Owner's election to terminate.

**5.2.4.3** If within 30 days' after the Owner's receipt of the Lump Sum Price Proposal (i) a Lump Sum Price Proposal is not accepted under paragraph 5.2.3, or (ii) the Owner fails to exercise any of the options in paragraphs 5.2.4.1 or 5.2.4.2, then the Design-Builder shall have the right to cease performance under this Agreement and receive payment as if this Agreement had been terminated for the Owner's convenience pursuant to paragraph 9.3, which payment shall be due not later than 15 days after the Design-Builder notifies the Owner of its election to cease performance.

**5.3 Adjustments to Lump Sum Price.** The Lump Sum Price shall be equitably adjusted to provide for changes in the scope of the Construction Documents or the Construction Work, including:

**5.3.1** Delays encountered in completion of the Construction Documents or performance of the Construction Work caused by or resulting from acts or omissions of the Owner, the Owner's representatives, or any Other Contractors working for the Owner;

**5.3.2** Changes to the Project or the Construction Work as provided in Article 7 hereof;

**5.3.3** Additional work and/or delays caused by or resulting from the presence of Hazardous Materials on the Project site other than materials brought onto the site by the Design-Builder;

**5.3.4** The Owner's suspension of the work under this Agreement;

**5.3.5** Differing Site Conditions;

**5.3.6** Changes in codes, laws, or regulations after the date of this Agreement; or

**5.3.7** Other occurrences or circumstances for which the Design-Builder is entitled to a price adjustment under this Agreement.

## **ARTICLE 6 - PAYMENT**

### **6.1 Schedule of Values.**

**6.1.1** Prior to submitting the first application for payment during the Construction Work, the Design-Builder shall provide to the Owner a schedule of values consisting of a breakdown of the Lump Sum Price, with separate line items for the Design Consultant's design services; and major elements of the Construction Work included in the Lump Sum Price. This schedule of values is for the purpose of evaluating progress payment applications and shall not be construed to establish individual guaranteed maximum prices for the various line items in the schedule of values.

**6.1.2** If the Owner disagrees with the values utilized by the Design-Builder in the schedule of values, the Owner shall provide the Design-Builder a written objection to the schedule of values within seven (7) days after the Owner's receipt of the schedule of values, specifically stating the items with which the Owner objects, the basis for such objection, and the adjustment in the schedule of values which would be satisfactory to the Owner. In the event of objection by the Owner, the Design-Builder and the Owner shall negotiate in good faith to resolve any such objection before commencement of the Construction Work. The Design-Builder shall not be required to commence the Construction Work until all such objections are resolved. If any such delays in the commencement of the Construction Work are encountered, the Design-Builder shall be entitled to an adjustment of the Contract Time and Contract Price.

## **6.2 Monthly Progress Payments.**

**6.2.1** On the first day of each month after the execution of this Agreement, the Design-Builder shall submit to the Owner an application for payment based on the percentage of work completed for each item on the schedule of values (or for design services completed prior to submission of the schedule of values), and the materials suitably stored at the Project site (or at other locations approved by the Owner). Approval of payment applications for such stored materials shall be conditioned upon submission by the Design-Builder of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials.

**6.2.2** Within ten (10) days after the Owner's receipt of each monthly application for payment, the Owner shall give written notice to the Design-Builder of the Owner's acceptance, rejection, or adjustment of such application for payment. Failure of the Owner to notify the Design-Builder of a rejection or adjustment during said ten (10) period shall waive the Owner's right to reject or adjust such application. The Owner's adjustment or rejection of an application for payment shall only be based on a justification stated in paragraph 6.2.3. Within fifteen (15) days after receipt of each monthly application for payment, the Owner shall pay directly to the Design-Builder the amount for which the application for payment is made, less any amounts previously paid by the Owner for the work covered by the application. If such application is rejected or adjusted, the Owner shall provide with the written notice of rejection or adjustment, a statement of the specific portion of the items in the schedule of values rejected or adjusted and the Owner's basis for such rejection or adjustment. If the Owner and the Design-Builder cannot agree on a revised amount, the Owner shall pay, within fifteen (15) days after receipt of the application, directly to the Design-Builder the amount of those items not rejected and the uncontested amount of items adjusted, less amounts previously paid by the Owner for the work covered by the application. The items rejected or adjusted by the Owner shall be due and payable when the reasons for the Owner's rejection or adjustment have been removed or cured.

**6.2.3 Justification for Owner's Adjustment.** For the following reasons, the Owner may reject or adjust an application for payment submitted by the Design-Builder to the extent necessary to protect the Owner from loss or damage for which the Design-Builder is responsible under this Agreement:

**6.2.3.1** The Design-Builder repeatedly fails to perform the Construction Work as required by the Construction Documents;

**6.2.3.2** The Owner suffers or incurs a loss or damage arising out of this Agreement and caused by the Design-Builder, but only to the extent that such loss or damage is not covered by insurance provided by the Design-Builder or by the Owner pursuant to the terms of this Agreement;

**6.2.3.3** The Owner receives notice that the Design-Builder has failed to pay Design Consultants, Subcontractors, or other persons supplying materials, equipment or supplies incorporated into the Construction Work after receipt of like payment from the Owner;

**6.2.3.4** The Design-Builder fails to correct Defective Work in a timely manner as provided in this Agreement; or

**6.2.3.5** If the unpaid balance of the Contract Price is insufficient to pay for the cost to complete the Construction Work required under this Agreement.

When the above basis for rejecting or adjusting an application for payment has been removed, the Owner will make prompt payment to the Design-Builder for the amounts previously withheld.

**6.2.4 Retainage Before Substantial Completion.** From each progress payment made prior to the time of Substantial Completion of the Construction Work, the Owner may retain ten percent (10%) of the amount otherwise due under this Agreement.

**6.2.5 Retainage After Substantial Completion.** Upon Substantial Completion of the Construction Work, the Owner shall pay the Design-Builder the unpaid balance of the Contract Price, less a sum equal to 110% of the Design-Builder's estimated cost of completing any unfinished items, as agreed to between the Owner and the Design-Builder. The Owner thereafter shall pay the Design-Builder monthly the amount retained for unfinished items as each item is completed.

**6.2.6 Owner's Failure to Pay.** If the Owner fails to pay the Design-Builder at the time payment of any amount becomes due, and such amount remains unpaid for a period of seven (7) days, then (i) within three (3) days after the Owner's receipt of notice from the Design-Builder of the Design-Builder's intention to cease work on the Project, the Design-Builder may stop all work on the Project until full payment of the amount owing has been received by the Design-Builder and (ii) within seven (7) days after the Owner's receipt of notice of termination from the Design-Builder, the Design-Builder may terminate this Agreement.

**6.2.7 Warranty of Clear Title.** The Design-Builder warrants and guarantees that title to all work, materials, and equipment covered by an application for payment, whether incorporated in the Project or not, will pass to the Owner upon receipt by the Design-Builder of payment for the application for payment, free and clear of all liens, claims, security interests, or encumbrances. The Owner's payment of an application for payment, whether in whole or in part, shall not be deemed acceptance of any Construction Work not conforming to the requirements of the Construction Documents.

### **6.3 Final Payment.**

**6.3.1** Upon completion of all the Construction Work under this Agreement, including punch list work, the Design-Builder shall submit an invoice to the Owner for the final Contract Price, less progress payments previously received (the "Final Invoice").

**6.3.2** Within ten (10) days after the Owner's receipt of the Final Invoice, the Owner shall give written notice to the Design-Builder of the Owner's acceptance, rejection, or adjustment of the Final Invoice. Failure of the Owner to notify the Design-Builder of a rejection or adjustment during said ten (10) period shall waive the Owner's right to reject or adjust the Final Invoice. The Owner's adjustment or rejection of the Final Invoice shall only be based on a justification stated in paragraph 6.2.3. Within thirty five (35) days after receipt of the Final Invoice, the Owner shall pay directly to the

Design-Builder the amount of the Final Invoice. If the Final Invoice is rejected or adjusted, the Owner shall provide with the written notice of rejection or adjustment, a statement of the specific portion of the items in the schedule of values rejected or adjusted and the Owner's basis for such rejection or adjustment. If the Owner and the Design-Builder cannot agree on a revised amount, the Owner shall pay, within thirty five (35) days after receipt of the Final Invoice, directly to the Design-Builder the amount of those items not rejected and the uncontested amount of items adjusted. The items rejected or adjusted by the Owner shall be resolved by arbitration as provided in Article 10 hereof.

**6.3.3** The Owner shall pay the Design-Builder interest at the rate set forth for past due construction payments in Chapter 28 of the Texas Property Code, or Chapter 2251 of the Texas Government Code if the Owner is a Governmental Entity as defined in Chapter 2251, on any amounts not timely paid under this Agreement. To the extent any disputed entitlement to payment is resolved in favor of the Design-Builder, such interest shall be paid on the amount determined to be due the Design-Builder from the original due date of the disputed payment.

**6.3.4** In making final payment, the Owner waives all claims against Design-Builder relating to or arising out of this Agreement, except claims relating to (i) outstanding liens of Subcontractors for which the Owner is or could be liable, (ii) improper workmanship (iii) defective materials appearing within one year from the date of Substantial Completion, or (iv) defective products, equipment, systems, and/or materials which are covered by a manufacturer's warranty. In accepting final payment, the Design-Builder waives all claims against the Owner relating to or arising out of this Agreement, except claims previously made in writing and which remain unsettled or unpaid.

## **ARTICLE 7 - CHANGES IN THE WORK**

**7.1      Changes in the Work.** Changes in the Construction Work which are within the general scope of this Agreement may be accomplished without invalidating this Agreement by a Change Order as provided in paragraph 7.2, a Work Change Directive as provided in paragraph 7.3, or a Minor Change in the Work as provided in paragraph 7.4.

**7.2      Change Orders.** The Owner may order changes in the Construction Work within the general scope of the Construction Documents by a Change Order. All such changes in the Construction Work shall be authorized by the Owner pursuant to a written change order executed by the Owner and the Design-Builder, and shall be performed under applicable conditions of the Contract Documents. Each adjustment in the Contract Price and/or Contract Time resulting from a Change Order shall clearly separate the amount attributable to design services. The Owner and the Design-Builder shall negotiate in good faith an equitable adjustment to the Contract Price and the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price and/or Contract Time shall not be unreasonably withheld by either the Design-Builder or the Owner.

**7.3      Work Change Directive.** In the event the Owner and the Design-Builder cannot agree on an equitable adjustment to the Contract Price or the Contract Time, the Owner may issue a written Work Change Directive, directing a change in the Construction Work, if the changed work is

within the general scope of the Construction Documents. If the Owner issues a written Work Change Directive, the Design-Builder shall provide an accounting to the Owner for all extra costs incurred by the Design-Builder in performing such changed work. The Design-Builder shall also record all extra time required for the completion of the work required by the Work Change Directive. The Contract Price shall be increased by the amount of such additional costs plus six percent (6%) of such costs for Design-Builder's overhead and profit. The Design-Builder shall also be entitled to an extension of the Contract Time which corresponds with the additional time required to complete the work under the Work Change Directive. If the Owner and the Design-Builder subsequently agree to the adjustments in the Contract Price and the Contract Time for work under the Work Change Directive, such agreement shall be documented by completion of a Change Order.

**7.4      Minor Changes in the Work.** The Design-Builder may make minor changes in the design and construction of the Project consistent with the intent of the Contract Documents, which do not involve an adjustment of the Contract Price and/or the Contract Time, and which do not materially or adversely affect the design of the Project, the quality of any of the materials or equipment specified in the Construction Documents, the performance of any equipment or systems specified in the Construction Documents, or the quality of workmanship required by the Construction Documents.

**7.5      Differing Site Conditions.** If the Design-Builder encounters a Differing Site Condition, the Design-Builder shall be entitled to an adjustment in the Contract Price, and/or the Contract Time, to the extent that the Design-Builder's costs and/or time of performance are adversely impacted by the Differing Site Condition. Upon encountering a Differing Site Condition, the Design-Builder shall provide prompt written notice to the Owner of such condition, which notice shall not be later than five (5) business days after the impact of such Differing Site Condition has been determined by the Design-Builder. The Design-Builder shall, to the extent reasonably possible, provide such notice in a manner to allow the Owner to mitigate any costs or extra expenses arising out of the Differing Site Condition.

## **ARTICLE 8 - INDEMNITY, INSURANCE, AND BONDS**

**8.1      Indemnity.** Only to the extent and under the conditions allowed under Texas law, the Design-Builder shall defend, indemnify, and hold harmless the Owner, the Owner's officers, directors, shareholders, and employees from all claims for bodily injury and property damage (other than to the work itself and other property required to be insured under paragraph 8.2, 8.4 or 8.5) that may arise from the performance of the Construction Work, except as provided in paragraph 2.6.3.

**8.2      Design-Builder's Liability Insurance.** The Design-Builder shall obtain and maintain insurance coverage for the following claims which may arise out of the performance of this Agreement, whether resulting from the Design-Builder's operations or from the operations of any Subcontractors, their employees, or by an individual or entity for whose acts they are liable:

**8.2.1**      Claims under Workers' Compensation statutes or other disability benefits statutes applicable to the Construction Work;

**8.2.2** Claims under applicable employer's liability statutes or laws for bodily injury, occupational sickness, disease or death claims of the Design-Builder's employees;

**8.2.3** Claims for damages because of bodily injury, sickness or disease, or death of persons not employed by the Design-Builder;

**8.2.4** Claims for damages because of bodily injury, sickness or disease, or death of persons employed by the Design-Builder;

**8.2.5** Claims for damage to or destruction of tangible property;

**8.2.6** Claims for bodily injury, death, or property damage resulting from motor vehicle liability for motor vehicles used or operated by the Design-Builder; and

**8.2.7** Claims for contractual liability involving the Design-Builder's obligations under the indemnity provided in this Agreement.

**8.2.8** The Design-Builder's liability insurance policies shall be written for not less than the following limits of liability:

Commercial General Liability Insurance:

- (a) Each occurrence limit: \$1,000,000.00
- (b) General Aggregate: \$2,000,000.00
- (c) Products/Completed Operations Aggregate: \$2,000,000.00
- (d) Personal and advertising Injury Limit: \$2,000,000.00

Comprehensive Automobile Liability Insurance:

- (a) Combined single-limit bodily injury and property damage: \$1,000,000.00

**8.2.9** Commercial General Liability Insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies and an excess of umbrella liability policy. Certificates of insurance showing required coverage to be in force shall be filed with the Owner prior to commencement of the Construction Work. Products and completed operations insurance shall be maintained for a minimum period of one year after the date of Substantial Completion.

**8.3 Builder's Risk Insurance.** The Design-Builder shall obtain and maintain All Risk Builder's Risk insurance for the Construction Work required under this Agreement. This insurance shall include as named insureds the Owner and the Design-Builder. This insurance shall include all risk insurance for physical loss or damage including without duplication of coverage, at least: theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, temporary buildings, debris removal, testing, and demolition resulting from enforcement of any applicable legal requirements.

#### **8.4      Owner's Property Insurance.**

**8.4.1**      The Owner will purchase and maintain insurance to protect the Owner, the Design-Builder, Architect/Engineer, and Subcontractors against loss of use of the Owner's property.

**8.4.2**      The Owner shall obtain and maintain boiler and machinery insurance as necessary. The interest of the Owner, the Design-Builder, Architect/Engineer, and Subcontractors shall be protected under this coverage.

**8.5      Waiver of Subrogation.**      The Owner and the Design-Builder waive all rights against each other and against each other's employees, subcontractors, and design professionals for damages covered by insurance provided pursuant to this Agreement, but only to the extent of actual payment by the insurance carrier to the injured party. The Owner and the Design-Builder specifically reserve each other's rights that each may have to proceed of the insurance and to pursue the insurance carrier for its failure to make payment pursuant to the obligations under the insuring agreements provided pursuant to this Agreement.

### **ARTICLE 9 - SUSPENSION AND TERMINATION OF THE AGREEMENT**

**9.1      Suspension by Owner for Convenience.**      The Owner may order the Design-Builder in writing to suspend, delay, or interrupt all or any part of the Construction Work without cause for such period of time as the Owner may determine to be appropriate for its convenience. To the extent the time for performance or the cost of the Construction Work is impacted by such suspension, delay, or interruption an equitable adjustment shall be made in the Contract Price and/or Contract Time. No adjustment shall be made if the Design-Builder is, or otherwise would have been, responsible for the suspension, delay, or interruption of the Construction Work, or if another provision of this Agreement is applied to render an equitable adjustment.

#### **9.2      Termination by Owner for Cause.**

**9.2.1**      If the Design-Builder persistently fails to perform any of its obligations under this Agreement and fails within seven days after receipt of written notice from the Owner of such failure to commence and continue correction of such failure, then the Owner may undertake to perform such obligations. The Owner's notice shall specifically state the obligations which the Design-Builder has not performed in sufficient detail to permit Design-Builder to correct the same. The costs incurred by the Owner in performing such obligations may be deducted from the Contract Price.

**9.2.2**      If the Design-Builder does not commence and continue correction upon seven (7) days' written notice to the Design-Builder and the Design-Builder's surety, if any, the Owner may, after seven days following receipt by the Design-Builder of an additional written notice (which shall specifically state the obligations which the Design-Builder has not performed in sufficient detail to permit Design-Builder to correct the same) and the Design-Builder's failure to commence and continue correction during such additional period, terminate this Agreement for any of the following reasons:

**9.2.2.1** If the Design-Builder persistently utilizes improper materials and/or inadequately skilled workers;

**9.2.2.2** If the Owner receives notice that the Design-Builder has not made proper payment to laborers, material suppliers, or Subcontractors, provided that the Owner has paid the Design-Builder for the labor, materials, and/or services provided by such laborers, material suppliers, or Subcontractors; or

**9.2.2.3** If the Design-Builder persistently fails to abide by the orders, regulations, rules, ordinances, or laws of governmental authorities having jurisdiction.

**9.2.3** The Owner may terminate this Agreement for cause if the Design-Builder files a petition under the Bankruptcy Code, and the Design-Builder or the Design-Builder's trustee rejects the Agreement or, if there has been a default, the Design-Builder is unable to give adequate assurance that the Design-Builder will perform as required by this Agreement or otherwise is unable to comply with the requirements for assuming this Agreement under the applicable provisions of the Bankruptcy Code.

**9.2.4** In the event the Owner exercises its rights under Subparagraph 9.2.1 or 9.2.2, upon the request of the Design-Builder, the Owner shall provide a detailed accounting of the obligations or work of the Design-Builder performed by the Owner and the cost incurred by the Owner in performing such obligations or work.

**9.2.5** In the event the Owner terminates this Agreement under paragraph 9.2 and the unpaid balance of the Contract Price exceeds the Owner's costs of finishing the Construction Work, including compensation for design services and expenses made necessary by such termination, such excess shall be paid to the Design-Builder upon completion of the Construction Work. If such costs exceed the unpaid balance of the Contract, the Design-Builder shall pay the difference to the Owner.

### **9.3 Termination by Owner Without Cause.**

**9.3.1** If the Owner terminates this Agreement other than as set forth in paragraph 9.2, the Owner shall pay the Design-Builder, not later than the 15<sup>th</sup> day after the date of termination, for all work completed or partially completed as of the termination date (including any withheld retainage), plus all proven losses, costs, or expenses incurred in connection with demobilization and termination of the Construction Work, plus reasonable overhead and profit on the Construction Work not completed.

**9.3.2** The Owner shall also pay to the Design-Builder fair compensation, either by purchase or rental at the election of the Owner, for all equipment retained. The Owner shall assume and become liable for obligations, commitments and unsettled claims that the Design-Builder has previously undertaken or incurred in good faith in connection with the Construction Work or as a result of the termination of this Agreement. The Design-Builder shall cooperate with the Owner by taking all steps necessary to accomplish the legal assignment of the Design-Builder's rights and benefits to the Owner, including the execution and delivery of required legal documents.

#### **9.4 Termination by Design-Builder.**

**9.4.1** Upon seven (7) days' written notice to the Owner, the Design-Builder may terminate this Agreement for any of the following reasons:

- 9.4.1.1** if the Construction Work has been stopped for a sixty (60) day period;
- 9.4.1.2** if the design services or the Construction Work are suspended by the Owner for sixty (60) days;
- 9.4.1.3** if the Owner fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project;
- 9.4.1.4** if the Owner has for seven (7) days failed to pay the Design-Builder pursuant to Subparagraph 6.2; or
- 9.4.1.5** if the Design-Builder is unable to complete the Schematic Design Documents within 30 days of the effective date of this Agreement through no fault of Design-Builder or the Architect/Engineer.

**9.4.2** Upon termination by the Design-Builder in accordance with paragraph 9.4.1, the Design-Builder shall be entitled to recover payment from the Owner as if the Owner had terminated this Agreement under paragraph 9.3.

### **ARTICLE 10 - DISPUTE RESOLUTION**

**10.1 Arbitration.** Except as provided herein, all claims, disputes, and controversies arising out of or relating to this Agreement, including claims for extra work or changed conditions to or related to the Construction Work, shall be decided by arbitration in accordance with Texas law and pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), except to the extent such rules are modified herein. Discovery shall be allowed and shall be conducted in accordance with the Texas Rules of Civil Procedure. The claimant, whether the Design-Builder or the Owner, shall give the other party written notice of arbitration by certified mail, specifying the amount of the claim and the basis for the claim. The claimant may also elect to have the arbitration administered by the AAA, by notifying the AAA of the arbitration and paying all AAA administration fees. If the arbitration is not administered by the AAA, then any provision in the AAA's rules providing for the AAA to resolve or administer a dispute shall be deemed to refer to the Arbitrator selected by the Design-Builder. The Arbitrator shall be an arbitrator approved by the AAA for conducting arbitrations in Texas, and shall be selected by the Design-Builder within fifteen (15) business days after receipt of the written notice of arbitration by the respondent. After selection of the Arbitrator, the Design-Builder and the Owner shall each tender to the Arbitrator, one-half of the Arbitrator's fee, as determined by the Arbitrator. The arbitration proceeding shall be commenced, and the arbitration hearing shall be scheduled, only after the claimant giving notice of the arbitration has tendered its one-half of the Arbitrator's fee to the Arbitrator. The arbitration hearing shall be in Fort Worth, Texas. The award rendered by the Arbitrator shall be final, and judgment may be entered upon the award in accordance

with the Texas Arbitration Act. Provided, however, the Design-Builder may elect at any time not to arbitrate a claim of the Owner against the Design-Builder if the Design-Builder asserts said claim, in whole or in part, against a third party (with whom the Design-Builder does not have an enforceable arbitration agreement) in a lawsuit filed either before or after the Owner's receipt of the Design-Builder's written notice of arbitration. If the arbitrability of this Agreement is contested by either party, the issue of arbitrability shall be submitted to a court of competent jurisdiction, and the arbitration shall be stayed until the determination by the court.

**10.2 Waiver of Consequential Damages.** The Owner waives claims against the Design-Builder for consequential damages arising out of or relating to this Agreement, or the Construction Documents, or the Construction Work. This waiver includes damages incurred for Owner's loss of future income or profit, loss of financing, loss of business and reputation, and loss of management or employee productivity or of the services of such persons.

## **ARTICLE 11 - MISCELLANEOUS**

**11.1 Notices.** All notices required to be given under this Agreement shall be deemed delivered when deposited in the United States mail, first class postage prepaid, addressed to the recipient at the following address, provided the notice is also transmitted via facsimile or e-mail on the same day not later than 4:30 p.m. to the following facsimile number or e-mail address:

**Meehan Contractors, Ltd. dba Nationwide Construction**  
**Anthony Meehan**  
**721 S. 5th Avenue**  
**Mansfield, Texas 76063**  
**817-473-0484 Phone**  
**tmeehan@nationwideconstruction.com**

**Pura Vida Unlimited, LLC.**  
**Max and Angela Curry**  
**3401 Roys Lane**  
**Burleson, Texas 76028**  
**972-206-0001 Phone**  
**mcurry@infinity-sound.com**

Notices transmitted via facsimile or email after 4:30 p.m. at the Design-Builder's forgoing address shall be deemed delivered the following business day.

**11.2 Conflict in Terms.** In the event there is a conflict between the terms of this Agreement, and any other Contract Document, (i) the terms of the Lump Sum Price Proposal, if accepted, shall control over the other Contract Documents; and (ii) the terms of this Agreement shall control over the other Contract Documents, except the Lump Sum Price Proposal.

**11.3      Attorney's Fees.**      In the event that the Owner is required to retain the services of an attorney to enforce this Agreement, and the Owner prevails in asserting a valid claim under this Agreement, then the Owner shall be entitled to recover attorney's fees and costs incurred, in addition to other remedies to which the Owner is entitled under Texas law. In the event that the Design-Builder is required to retain the services of an attorney to enforce this Agreement, or to defend against any cause of action, claim, or counterclaim brought by the Owner on which the Owner does not prevail, then the Design-Builder shall be entitled to recover the attorney's fees and all costs incurred in addition to other remedies to which the Design-Builder is entitled under Texas law.

**11.4      Governing Law.**      This Agreement shall be governed by the laws of the State of Texas and the parties agree that any suit or arbitration arising out of or relating to this Agreement shall be brought in Tarrant County, Texas.

**11.5      No Waiver of Performance.**      The failure of either the Owner or the Design-Builder to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any rights under this Agreement, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

**11.6      Severability.**      The partial or complete invalidity of any one or more provisions to this Agreement shall not affect the validity or continuing force and effect of any other provision.

**DESIGN-BUILDER**

**Meehan Contractors, Ltd. dba Nationwide Construction**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OWNER**

**Pura Vida Unlimited, LLC.**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_



March 21, 2024

**RE: Infinity sound  
Mansfield TX**

Dear Customer:

It is our pleasure to provide you the following **BUDGET PROPOSAL** for the above mentioned project. This proposal is valid for 30 days from the date of this proposal.

**Basic Design Criteria:** Total Construction Area: 23,420 Square Feet

The cost for construction is as follows: **Three Million Five Hundred Thirteen Thousand One Hundred Ninety-Six Dollars (\$3,513,196.00)**

<b>Alt #1 – Hydraulic Dock Levelers</b>	<b>Add \$ 18,203.00</b>
<b>Alt #2 – Mezzanine Finish Out</b>	<b>Add \$325,799.00</b>
<b>Alt #3 – Office Doors Changed to Glass</b>	<b>Add \$ 12,835.00</b>
<b>Alt #4 – Impact Fees</b>	<b>Add \$ 134.466.00</b>

**Total with alternatives \$4,004,499.00**

#### **Division 1 - General Conditions**

- **Includes** all applicable sales taxes.
- A company trained professional superintendent shall provide project supervision in order to control completion schedule, quality control, expedite questions and answers and maintain properly staffed crews so as to maintain appropriate work output.
- Progress meetings will be conducted on a regular basis with the owner's representatives, designers, subcontractors and project management staff.
- Includes all necessary safety equipment and temporary facilities.
- Includes the cost of General Liability Insurance with limits of \$2,000,000 with an \$5,000,000 Umbrella Liability.
- Includes Builders Risk Insurance.
- Includes general cleanup of construction debris.
- Includes final cleaning.
- If the time lapse in construction is greater than 30 days, then a rebid of all trades may be necessary as well as extending Nationwide Construction General Conditions.

Initiated by: Owner \_\_\_\_\_ Contractor \_\_\_\_\_



## Division 2 – Site work & Demolition

- General Site Work
  - Strip vegetation and proof roll sub grade and rework or remove unsuitable soils.
  - Strip & stockpile on site topsoil and re-spreading of same material on site.
  - Field layout of building pad.
  - Excavate building pad to a depth of 8' extending the perimeter by 5' beyond the building pad. Reinstall excavated soil in 8" lifts and moisture condition. Install 12" of select fill cap over building pad 5' beyond the building perimeter.
  - Compaction of building pad to 95% standard dry density with optimum moisture content –2% to +5% (per the geotechnical reports recommendations).
  - Final grading of building pad to proposed elevation.
- Erosion Control
  - Erosion control as needed including approx. **940** lineal feet of silt fence.
  - Provide and install **1** ea. construction entrance and washout pit.
- Site Utilities
  - Provide and install site utilities as follows:
    - ❖ Up to **40** lineal feet of 1" water line – irrigation.
    - ❖ Up to **120** lineal feet of 1-1/2" water line – domestic.
    - ❖ Up to **260** lineal feet of 6" water line – fire line.
    - ❖ Up to **170** lineal feet of 8" water line – fire line.
    - ❖ Up to **120** lineal feet of 4" sewer line.
    - ❖ **1** ea. sewer manhole Up 6' in depth.
    - ❖ **1** ea. 1" tapping sleeve.
    - ❖ **1** ea. 1-1/2" tapping sleeve.
    - ❖ **1** ea. 4" tapping sleeve.
    - ❖ **1** ea. 8" tapping sleeve.
    - ❖ **1** ea. 1" gate valve.
    - ❖ **1** ea. 1-1/2" gate valve.
    - ❖ **3** ea. 6" gate valve.
    - ❖ **1** ea. 8" gate valve.
    - ❖ **1** ea. double check valve with 1-1/2" meter for domestic water line.
    - ❖ **1** ea. double check valve with 1" meter for domestic water line.
    - ❖ **2** ea. fire hydrant.
    - ❖ **1** ea. double check and vault.
    - ❖ Up to **95** lineal feet of 8" bore under road.
    - ❖ Trench safety.
    - ❖ Traffic control plan.
    - ❖ **1** ea. 6" stainless steel riser into building.



- Site Paving
  - Provide and install approx. **1,080** square feet of 4" concrete paving for sidewalk.
  - Provide and install approx. **6,360** square feet of 5" concrete paving for parking.
  - Provide and install approx. **22,210** square feet of 6" concrete paving for drive lanes.
  - Provide and install approx. **1,680** square feet of 8" concrete paving for drive approach.
  - Provide and install approx. **1,155** lineal feet of 6" concrete curb and gutter.
  - Provide and install concrete for **2** ea. handicap ramps.
  - Provide and install **2** ea. light pole bases.
  - Provide and install **1** ea. set of concrete steps and landing.
  - Concrete pumping for paving.
- Pavement Markings
  - Provide and install pavement markings (parking spaces, fire lanes, HC logos, etc.) pole mounted HC signs, and wheel stops as required by the AHJ.
  - Pavement markings for parking spots and fire lanes.
- Landscape and Irrigation
  - Provide and install landscaping and irrigation as per \$55,000.00 allowance.
- Site Fencing / screen walls and gates.
  - Provide and install approx. **40** lineal feet of dumpster enclosure footings.
  - Provide and install **320** square feet of CMU dumpster enclosure.
  - Provide and install **1** set of dumpster gates.
  - Provide and install **5** ea. 6" bollards.
  - Provide and install approx. **40** lineal feet of metal coping for screen walls.
- Site Misc. Materials
  - Provide and install approx. **20** lineal feet of handrails.
  - Provide and install PVC site sleeving under new paving.

### Division 3 – Concrete

- Anchor Bolts
  - Placement & setting of anchor bolts.



- Building Foundation
  - Provide and install reinforced concrete foundation, including approx. **20,590** square feet of 6" thick slab with 3,500 psi concrete w/ #4 rebar 16" o.c.
  - Provide and install approx. **685** lineal feet of concrete perimeter grade beam.
  - Provide and install approx. **185** lineal feet of 6' tall concrete perimeter grade.
  - Provide and install **32** ea. 24" dia. piers with 48" diameter belled concrete w/ 6 #5 rebar. Assumed depth 15' for bidding purposes, additional depth may be required at additional cost.
    - ❖ Spread footings will be substituted for piers should the geotechnical report recommend them.
  - Provide and install **32** ea. concrete pier caps.
  - Provide and install **4** ea. concrete pilasters.
  - Provide concrete pumping for slab on grade.

#### **Division 4 – Masonry**

- Masonry
  - Provide and install approx. **590** square feet of natural stone.
  - Provide and install approx. **155** lineal feet of cast stone water table.

#### **Division 5 – Metals**

- Structural and Misc. Metals
  - Provide the necessary angles, ledgers, and lintels as required.
  - Provide and install **16** ea. 6" pipe metal bollards.
  - Provide and install approx. **60** lineal feet of 42" guardrail.
  - Provide and install approx. **35** lineal feet of 3' 11" depth steel canopies.

#### **Division 6 - Woods and Plastics**

- Rough Carpentry
  - Provide and install wood blocking.



- Millwork
  - Provide and install millwork as follows:
    - ❖ Breakroom – Up to **34** lineal feet of plastic laminate base cabinet, up to **68** square feet of plastic laminate countertop, up to **14** lineal feet of plastic laminate upper cabinet and up to **82** square feet of tile backsplash.
    - ❖ Coffee – Up to **18** lineal feet of plastic laminate base cabinet, up to **36** square feet of granite countertop and up to **64** square feet of tilt backsplash.
    - ❖ Print Room – Up to **10** lineal feet of plastic laminate base cabinet, up to **20** square feet of plastic laminate countertop and up to **10** lineal feet of plastic laminate upper cabinet.
    - ❖ Reception – Up to **8** lineal feet of stain grade wood base cabinet and up to **16** square feet of granite countertop.
    - ❖ Restroom – Up to **15** lineal feet of plastic laminate base cabinet, up to **30** square feet of plastic laminate countertop and **1** ea. restroom bench.

## Division 7 - Thermal & Moisture Protection

- Building Insulation
  - Provide and install approx. **20,575** square feet of roof insulation.
  - Provide and install approx. **7,405** square feet of exterior wall insulation.
  - Provide and install approx. **12,690** square feet of interior wall insulation.
  - Provide and install approx. **11,620** square feet of interior ceiling insulation.
  - Provide and install approx. **11,630** square feet of PEMB exterior wall insulation.
  - Provide and install approx. **590** square feet of continuous insulation.
- Roofing
  - Provide and install counter flashing as needed.
  - Provide and install approx. **520** linear feet of gutter and downspouts for clerestory.
- Building Sealants
  - Provide and install approx. **23,420** square feet of building joint sealants.
    - ❖ Priming and caulking  $\frac{1}{2}$ " expansion joint using self-leveling urethane product.
  - Provide and install approx. **32,770** square feet of paving joint sealants.
    - ❖ Priming and caulking  $\frac{1}{2}$ " control joints using self-leveling urethane product.
  - Provide and install approx. **590** square feet of masonry joint sealants.
    - ❖ Priming and caulking  $\frac{1}{2}$ " expansion joints using self-leveling urethane product.
  - Provide and install approx. **590** square feet of liquid applied vapor barrier.



## Division 8 - Doors and Frames, Glass and Glazing

- Doors & Hardware
  - Doors:
    - ❖ Provide and install doors as follows:
      - **26** ea. 3070 solid core wood doors.
      - **8** ea. 3070 commercial grade hollow metal doors.
      - **2** ea. 3090 commercial grade hollow metal doors.
      - **34** ea. 3070 hollow metal door frames.
      - **2** ea. 6070 hollow metal door frames.
    - ❖ Provide and install door hardware as needed.
      - Commercial grade cylinder lock, threshold, door stops, and door closers.
    - ❖ Provide and install **7** ea. door panic hardware.
  - Overhead Doors
    - Provide and install **3** ea. 8 x 8 sectional overhead doors.
    - Provide and install **2** ea. 10 x 12 sectional overhead doors.
    - Provide and install **5** ea. electronic operators for overhead doors.
  - Glass & Glazing
    - Provide and install **1** ea. 3080 exterior storefront doors.
    - Provide and install **4** ea. 3070 interior glass doors.
      - ❖ Provide and install door hardware as needed.
        - Commercial grade cylinder lock, threshold, door stops, and door closers.
    - Provide and install approx. **695** square feet of aluminum storefront glass.
    - Provide and install up to **985** square feet of interior glass.
    - Provide and install up to **116** square feet of interior glass for the breakroom.
    - Provide and install **2** ea. window frame of 3' 6" x 4'.
    - Provide and install **38** ea. window frame of 3' 6" x 5'.



## Division 9 – Finishes

- Metal Studs, Drywall and Ceilings
  - Provide and install approx. **190** lineal feet of 3-5/8" metal stud wall with gyp board on one side, approx. 10 ft high.
  - Provide and install approx. **20** lineal feet of 3-5/8" metal stud wall with gyp board on one side, approx. 14 ft high.
  - Provide and install approx. **55** lineal feet of 3-5/8" metal stud wall with gyp board on one side, approx. 20 ft high.
  - Provide and install approx. **400** lineal feet of 3-5/8" metal stud wall with gyp board on two sides, approx. 10 ft high.
  - Provide and install approx. **345** lineal feet of 3-5/8" metal stud wall with gyp board on two sides, approx. 13 ft high.
  - Provide and install approx. **130** lineal feet of 3-5/8" metal stud wall with gyp board on two sides, approx. 15 ft high.
  - Provide and install approx. **85** lineal feet of 3-5/8" metal stud wall with gyp board on two sides, approx. 24 ft high.
  - Provide and install **50** lineal feet of 6" metal stud wall with gyp board on two sides approx. 10 ft high.
  - Provide and install **135** lineal feet of 6" metal stud wall with gyp board on two sides approx. 20 ft high.
  - Provide and install **50** lineal feet of 6" metal stud wall exterior sheathing on one side approx. 15' H.
  - Provide and install **135** lineal feet of 6" metal stud wall exterior sheathing on one side approx. 22' H.
  - Provide and install approx. **6,665** square feet of 2 x 2 ceiling tile.
  - Provide and install approx. **2,085** square feet of 2 x 2 ceiling tile of 12' high on the finish floor.
  - Provide and install approx. **785** square feet of 6" metal studs horizontal framing with 5/8 gyp on ceiling.
- Flooring
  - Provide and install approx. **1,800** square feet of ceramic wall tile.
  - Provide and install approx. **200** lineal feet of schluther base trim.
  - Provide and install approx. **390** square yards feet of carpet tile.
  - Provide and install approx. **1,645** lineal feet of rubber cove base.
- Floor Sealer
  - Provide and install approx. **14,625** square feet of clear concrete floor sealer.



- Painting
  - Provide and install approx. **26,145** square feet of tape, bed, texture, prime and paint for new gyp board walls.
  - Provide and install approx. **785** square feet of tape, bed, texture, prime and paint for new gyp board ceiling.
  - Paint **10** ea. hollow metal doors and **36** ea. door frames.
  - Paint **21** each pipe bollards
  - Paint approx. **20** lineal feet of handrail.
  - Paint approx. **540** square feet of exposed steel structure.

## Division 10 – Specialties

- Restroom Accessories
  - Provide and install restroom accessories as follows:
    - ❖ **6** ea. toilet paper dispensers
    - ❖ **6** ea. paper towel dispensers
    - ❖ **6** ea. waste receptacles
    - ❖ **6** ea. 36" ADA grab bars
    - ❖ **6** ea. 42" ADA grab bars
    - ❖ **6** ea. soap dispensers
    - ❖ **6** ea. mirrors
    - ❖ **6** ea. ADA restroom signs
- Misc. Specialties
  - Provide and install **2** ea. Knox box.
  - Provide and install **6** ea. fire extinguishers.

## Division 13 – Special Construction

- Pre-Engineered Metal Buildings
  - Provide and install approx. **19,130** square feet of pre-engineered metal building for Main building.
  - Provide and install approx. **960** square feet of pre-engineered metal building for Lean to.
  - Provide and install approx. **500** square feet of pre-engineered metal building for Covered Patio.
- Building Erection
  - Provide erection for approx. **20,590** square feet of pre-engineered metal building.



## Division 15 – Mechanical

- Fire Suppression
  - Provide and install approx. **20,590** square feet of fire sprinkler system utilizing a wet system.
  - Provide and install approx. **500** square feet of fire sprinkler system utilizing a dry system.
  - Provide and install **1** ea. backflow preventer inside riser room.
- Plumbing
  - Provide and install plumbing as follows:
    - ❖ Approx. **840** lineal feet of water piping.
    - ❖ Approx. **305** lineal feet of sanitary sewer piping.
    - ❖ Approx. **320** lineal feet of gas line.
    - ❖ Approx. **130** lineal feet of vent line.
    - ❖ **6** ea. ADA toilets
    - ❖ **6** ea. counter mounted sinks
    - ❖ **1** ea. stainless steel sink
    - ❖ **1** ea. stainless steel hand sink
    - ❖ **1** ea. ADA pre-fab shower.
    - ❖ **1** ea. mop sink
    - ❖ **1** ea. water heaters
    - ❖ **8** ea. floor drains
    - ❖ **2** ea. Hose Bibs
- HVAC and Duct
  - Provide and install HVAC as follows:
    - ❖ Approx. **40** tons of HVAC system.
    - ❖ **6** ea. restroom exhaust fans.
    - ❖ **1** ea. electric unit heater for riser room.
    - ❖ **3** ea. gas unit heaters.



## Division 16 - Electrical

- Electrical
  - General: All electrical work will be installed in full accordance with the National Electric Code and applicable local codes.
  - Provide and install electrical work as follows:
    - ❖ Lighting
      - a) **30** ea. LED warehouse lights
      - b) **108** ea. LED office lights
      - c) **30** ea. 6" can lights
      - d) **2** ea. 2' wall sconce
      - e) **10** ea. exit lights
      - f) **6** ea. emergency lights
      - g) **20** ea. exterior wall packs
      - h) **44** ea. light switches
      - i) Warehouse light switching
    - ❖ Branch Circuits
      - j) **136** ea. duplex outlets
      - k) **12** ea. GFCI outlets
      - l) **6** ea. dedicated outlet
      - m) **2** ea. parking lot light poles
      - n) **8** ea. connect HVAC
      - o) Connect proposed restroom exhaust fans.
      - p) Connect proposed gas unit heaters.
      - q) Connect proposed water heater.
      - r) Connect proposed electric unit heaters.
      - s) Connect proposed overhead door operators.
    - ❖ Service
      - t) Provide and install electrical panels and switch gear for new 400 amp service.
- Fire Alarm
  - Provide and install approx. **21,090** square feet of fire alarm system.
- Special Systems
  - Provide and install approx. **20,090** square feet of telephone and data pull strings.
    - ❖ No actual telephone and data cabling included.



## Alternatives.

### Alt #1 – Hydraulic dock levelers.

- Provide and install 1 ea. dock leveler foundation/ pit.
- Provide and install 1 ea. dock leveler steel support.
- Provide and install 1 ea. hydraulic dock levelers.
- Provide and install 6 ea. dock bumpers.
- Provide electrical connection for proposed dock leveler.

### Alt #2 – Mezzanine finish out.

- Provide and install approx. **2,830** square feet of 4" concrete on metal deck.
- Provide concrete pumping for concrete metal dock.
- Provide concrete for **2** ea. metal pan stairs.
- Provide and install **2,830** square feet of steel columns and beams for the second floor.
- Provide and install approx. **2,830** square feet of steel joist for the second floor.
- Provide and install approx. **2,830** square feet of steel decking for the second floor.
- Provide and install **2** ea. metal pan stairs.
- Provide and install approx. **145** lineal feet of handrails.
- Provide and install approx. **20** lineal feet of movable handrails.
- Provide and install **8** lineal feet of plastic laminate base cabinet for coffee bar.
- Provide and install **16** square feet of plastic laminate countertop for coffee bar.
- Provide and install approx. **4,700** square feet of interior wall insulation.
- Provide and install approx. **2,825** square feet of veiling insulation.
- Provide and install **2** ea. 3070 solid core wood door.
- Provide and install **1** ea. 6070 hollow metal door frame.
- Provide and install **2** ea. 3090 commercial grade hollow metal doors.
  - Provide and install door hardware as needed.
    - Commercial grade cylinder lock, threshold, door stops, and door closers.
- Provide and install approx. **140** lineal feet of 3-5/8" metal studs with gypsum board on one side 14' high.
- Provide and install approx. **80** lineal feet of 3-5/8" metal studs with gypsum board on two sides 15' high.
- Provide and install approx. **1,840** square feet of 2 x 2 ceiling tile.
- Provide and install approx. **315** lineal feet of rubber cove base.
- Provide and install approx. **2,380** square feet of luxury vinyl tile.
- Provide and install approx. **5,460** square feet of tape, bed, texture, prime and paint on interior walls.
- Paint **1** ea. door frames
- Paint approx. **165** lineal feet of handrail



- Provide erection for approx. **2,830** square feet of structural steel erection in second floor.
- Provide and install approx. **2,830** square feet of fire sprinkler system.
- Provide and install **120** lineal feet of water piping.
- Provide and install **60** lineal feet of sewer piping.
- Provide and install **30** lineal feet of vent line piping.
- Provide and install **1** ea. stainless steel hand sink.
- Provide and install **7** tons of HVAC for mezzanine finish out.
- Provide and install **22** ea. LED office lights.
- Provide and install **2** ea. emergency exit lights.
- Provide and install **4** ea. switches.
- Provide and install **11** ea. duplex outlets.
- Provide and install **1** ea. GFCI outlets.
- Electrical connection for **2** ea. proposed HVAC.
- Provide and install approx. **2,380** square feet of fire alarm system.
- Provide and install approx. **2,380** square feet of telephone & data stub-ups.

Alt #3 – Office Doors Changed to Glass

- Deduct for proposed SCW Doors
  - Door Frame
  - Door Hardware
  - Door Installation
- Provide and install **15** ea. 3070 interior glass doors.



## EXCLUSIONS

- No provisions have been made for rock excavations or removal of any unforeseen conditions beyond the stated amounts and any additional costs required should water be encountered in the installation of foundation and piers, or any cost related to the handling of hazardous materials.
- **Excludes** Burglar Alarm Systems, Sprinkler Alarm Systems or Sound systems, Security Systems, or any other type of specialized electronic system(s), unless otherwise noted. (can be provided at additional cost)
- **Excludes** Site dewatering.
- **Excludes** asbestos abatement.
- Services and Electrical utility fees are **by owner**.
- **Excludes** fire pump for fire suppression system if required.
- **Excludes** domestic water pumps if required.
- **Excludes** building signage and monument sign.
- **Excludes** utility pole relocations.
- **Excludes** any work outside of the property lines, unless otherwise noted.
- Items not specifically mentioned, listed, and/or shown as included in scope of work are **excluded**.
- **Excludes** specialty equipment such as grease traps, vent hood, and other specialized kitchen equipment unless otherwise noted. (can be provided at additional cost)
- **Excludes** all meter fees, tap fees road recovery fees as set forth by the City of Mansfield, Texas.
- **Excludes** all fees associated with obtaining and including the building permit as set forth by the City of Mansfield, Texas.
- **Excludes** the cost of Owners Protective Liability Insurance.
- **Excludes** the cost for a Payment and Performance bond.
- **Price may change due to city comments.**

We appreciate the opportunity to provide this proposal for your new facility. Should you have any questions regarding this proposal, please contact me.

Respectfully,

Tony Meehan  
President

Project Name	Infinity Sound	by formula	Bldg Area	23,420	sf	
Date				3/21/2024		
#	Spec	Item of Work	NWC Estimate	\$ per SF	% of Total	Notes
1		General Conditions	155,582	6.64		
2		Design	44,800	1.91		
3		Regulatory Fees	7,200	0.31		
4		Earthwork/ Paving Demo	189,092	8.07		
5		Erosion Control	3,989	0.17		
6		Site Utilities	159,185	6.80		
7		Site Paving	243,740	10.41		
8		Pavement Markings	3,200	0.14		
9		Landscape & Irrigation	55,000	2.35		
10		Site Fencing/ Screen Walls & Gates	18,276	0.78		
11		Site Misc. Materials	1,850	0.08		
12		Anchor Bolts	4,224	0.18		
13		Building Foundation	312,479	13.34		
15		Masonry	28,314	1.21		
17		Structural & Misc. Metals	15,680	0.67		
18		Rough Carpentry	1,250	0.05		
19		Millwork	32,728	1.40		
20		Building Insulation	81,435	3.48		
22		Roofing	5,192	0.22		
23		Building Sealants	13,049	0.56		
24		Doors & Hardware	63,680	2.72		
25		Overhead Doors & Dock Equipment	18,615	0.79		
26		Glass & Glazing	113,680	4.85		
27		Metal Studs, Drywall, & Ceilings	275,554	11.77		
28		Flooring	29,665	1.27		
29		Floor Sealer	8,044	0.34		
30		Painting	64,487	2.75		
31		Restroom Accessories	3,900	0.17		
32		Misc. Specialties	3,190	0.14		
34		Pre-Engineered Metal Building	482,200	20.59		
35		Building Erection	150,307	6.42		
37		Fire Suppression	97,108	4.15		
38		Plumbing	138,803	5.93		
39		HVAC and Duct	151,750	6.48		
40		Electrical	221,335	9.45		
41		Fire Alarm	11,600	0.50		
42		Special Systems	7,032	0.30		
		Sub Total 1	3,217,213	137.37		
		Building Permit Fee	-	0.00		Not Included
		Sub Total 2	3,217,213	137.37		
		Builders Risk	11,260	0.48079609		
		General Liability (LS)	20,912	0.89290703		
		General Overhead	96,516	4.12	3.00%	
		Sub Total 3	3,345,901	142.87		
		Contractor Fee	167,295	7.14	5.00%	
		Total Cost	3,513,196	150.01		
		Alt #1 - Hydraulic Dock Levelers	18,203	0.78		
		Total Cost w/ Alt #1	3,531,399	150.79		
		Alt #2 - Mezzanine Finish Out	325,799	13.91		
		Total Cost w/ Alt #2	3,838,996	163.92		
		Alt #3 - Office Doors Changed to Glass	12,835	0.55		
		Total Cost w/ Alt #3	3,526,031	150.56		
		Alt #4 - Impact Fees	134,466	5.74		
		Total Cost w/ Alt #2	3,973,461	169.66		
		Total Cost w/ All Alternates	4,004,499	170.99		

TAKEOFF					
General Conditions					
Item of Work	Qty	U/M	Sub	Total Budget	Estimate Pricing
Mobilization & Demobilization	1	ea	2,000.00	2,000.00	
Project Manager	7	mo	3,250.00	22,750.00	
Superintendent	7	mo	9,500.00	66,500.00	
General Labor	7	mo	1,000.00	7,000.00	
Soils Report	1	ls	5,500.00	5,500.00	
Surveying	1	ls	2,000.00	2,000.00	
Topographic Report	1	ls	4,600.00	4,600.00	
Testing	1	ls	12,500.00	12,500.00	
Job Trailer	7	mo	450.00	3,150.00	
Storage Box	7	mo	250.00	1,750.00	
Temporary Electrical	7	mo	525.00	3,675.00	
Temporary Electric Pole	1	ls	1,000.00	1,000.00	
Cell Phones	7	mo	150.00	1,050.00	
Temporary Water	7	mo	175.00	1,225.00	
Porta Jon	7	mo	150.00	1,050.00	
Miscellaneous Tools	7	mo	150.00	1,050.00	
Miscellaneous Equipment	7	mo	400.00	2,800.00	
Final Clean	23,420	sf	0.08	1,873.60	
Site Clean	31,330	sf	0.02	626.60	
Worker Compensation Insurance	34,159	ls	6,831.83	6,831.83	
Dumpster Pulls	7	ea	950.00	6,650.00	
				<b>155,582.03</b>	<b>155,582.03</b>

Design					
Item of Work	Qty	U/M	Sub	Total Budget	Estimate Pricing
Architectural Design Drawings	1	ls	6,500.00	6,500.00	
Structural Engineering Design Drawings	1	ls	6,800.00	6,800.00	
Civil Engineering Design Drawings	1	ls	14,500.00	14,500.00	
Electrical Engineering Design Drawings	1	ls	4,250.00	4,250.00	
Mechanical/HVAC Engineering Design Drawings	1	ls	4,800.00	4,800.00	
Plumbing Engineering Design Drawings	1	ls	3,500.00	3,500.00	
Landscaping Design Drawings	1	ls	2,200.00	2,200.00	
Erosion Control Drawings	1	ls	1,800.00	1,800.00	
Energy Code Compliance Check	1	ls	450.00	450.00	
				<b>44,800.00</b>	<b>44,800.00</b>

Regulatory Fees					
Item of Work	Qty	U/M	Sub	Total Budget	Estimate Pricing
TAS Review Fee	1	ls	2,200.00	2,200.00	
SWPPP NOI	1	ls	5,000.00	5,000.00	
				<b>7,200.00</b>	<b>7,200.00</b>

Earthwork/ Paving Demo					
Item of Work	QTY	U/M	Sub	Total Budget	Estimate Pricing
Mobilization Fee	4	pcs	430.00	1,720.00	
Strip Vegetation	110,000	sf	0.06	6,600.00	
Strip Topsoil & Stockpile	110,000	sf	0.06	6,600.00	
Respread Topsoil	110,000	sf	0.06	6,600.00	
Building Pad Cut/ Over Excavate	7,870	cy	1.25	9,837.50	
Building Pad Respread	7,870	cy	1.00	7,870.00	
Import Select Fill	1,280	cy	28.00	35,840.00	
Moisture Condition	7,870	cy	2.25	17,707.50	
Moisture Conditioning Water	7,870	cy	0.20	1,574.00	
Paving Cut	660	cy	1.25	825.00	
Paving Cut Respread	660	cy	1.00	660.00	
Equipment	18	day	1,100.00	19,800.00	
Operators	18	day	1,760.00	31,680.00	
Fuel	4,320	gl	5.40	23,328.00	
Staking	1	day	850.00	850.00	
Road Base	550	ton	32.00	17,600.00	
				<b>189,092.00</b>	<b>189,092.00</b>

Erosion Control					
Item of Work	Qty	U/M	Sub	Total Budget	Estimate Pricing
Silt Fence	940	lf	1.85	1,739.00	
Construction Entrance	1	ea	1,800.00	1,800.00	
Concrete Washout Pit	1	ea	450.00	450.00	
				<b>3,989.00</b>	<b>3,989.00</b>

Site Utilities					
Item of Work	Qty	U/M	Sub	Total Budget	Estimate Pricing
1" Water Line - Irrigation	40	lf	52.00	2,080.00	
1-1/2" Water Line - Domestic	120	lf	54.00	6,480.00	
6" Water Line	260	lf	115.00	29,900.00	
8" Water Line	170	lf	128.00	21,760.00	
4" Sewer Line	120	lf	56.00	6,720.00	
Sewer Manhole - 6' Depth	1	ea	5,500.00	5,500.00	
1" Tapping Sleeve	1	ea	2,400.00	2,400.00	
1-1/2" Tapping Sleeve	1	ea	2,650.00	2,650.00	
4" Tapping Sleeve	1	ea	4,450.00	4,450.00	
8" Tapping Sleeve	1	ea	5,685.00	5,685.00	
1" Gate Valve	1	ea	385.00	385.00	
1-1/2" Gate Valve	1	ea	475.00	475.00	
6" Gate Valve	3	ea	1,850.00	5,550.00	
8" Gate Valve	1	ea	2,600.00	2,600.00	
Double Check Valve with 1-1/2" Meter (Domestic)	1	ea	3,200.00	3,200.00	
Double Check Valve with 1" Meter (Irrigation)	1	ea	3,600.00	3,600.00	
Fire Hydrant	2	ea	6,600.00	13,200.00	
Double Check and Vault	1	ea	18,500.00	18,500.00	
8" Bore Under Road	95	lf	140.00	13,300.00	
Trench Safety	1	ls	4,200.00	4,200.00	
Traffic Control Plan	1	ea	2,600.00	2,600.00	
Stainless Steel Riser into Bldg	1	ea	3,950.00	3,950.00	
				<b>159,185.00</b>	<b>159,185.00</b>

<b>Site Paving</b>					
Item of Work	Qty	U/M		Total Budget	Estimate Pricing
			Sub		
4" Paving (Sidewalk)	1,080	sf	8.25	8,910.00	
5" Paving (Parking)	6,360	sf	6.80	43,248.00	
6" Paving (Drive Lanes)	22,210	sf	7.05	156,580.50	
8" Paving (Drive Approach)	1,680	sf	8.35	14,028.00	
6" Curb	1,155	lf	7.25	8,373.75	
HC Ramp	2	ea	1,500.00	3,000.00	
Light Pole Base	2	ea	950.00	1,900.00	
Set of Concrete Steps & Landing	1	ea	4,200.00	4,200.00	
Pump Truck	1	ea	3,500.00	3,500.00	
				<b>243,740.25</b>	<b>243,740.25</b>

<b>Pavement Markings</b>					
Item of Work	Qty	U/M		Total Budget	Estimate Pricing
			Sub		
Parking Spaces	780	lf	0.55	429.00	
Fire Lane	980	lf	0.65	637.00	
HC Sign	2	ea	150.00	300.00	
HC Symbol	2	ea	125.00	250.00	
HC Cross Hatch	162	sf	1.75	283.50	
Wheel Stops	2	ea	150.00	300.00	
Stain HC Ramp	2	ea	500.00	1,000.00	
				<b>3,199.50</b>	<b>3,199.50</b>

<b>Landscape &amp; Irrigation</b>					
Item of Work	Qty	U/M		Total Budget	Estimate Pricing
			Sub		
Landscape and Irrigation Allowance	1	ls	55,000.00	55,000.00	
				<b>55,000.00</b>	<b>55,000.00</b>

<b>Site Fencing/ Screen Walls &amp; Gates</b>					
Item of Work	Qty	U/M		Total Budget	Estimate Pricing
			Sub		
Dumpster Enclosure Footings	40	lf	34.00	1,360.00	
CMU at Dumpster Enclosure - Concrete Filled	320	sf	26.80	8,576.00	
Dumpster Gate	1	set	6,400.00	6,400.00	
6" Bollards	5	ea	320.00	1,600.00	
Metal Coping for Screenwalls	40	lf	8.50	340.00	
				<b>18,276.00</b>	<b>18,276.00</b>

<b>Site Misc. Materials</b>					
Item of Work	Qty	U/M		Total Budget	Estimate Pricing
			Sub		
Hand Rails	20	lf	55.00	1,100.00	
4" PVC Sleeves	1	ls	750.00	750.00	
				<b>1,850.00</b>	<b>1,850.00</b>

<b>Anchor Bolts</b>					
Item of Work	Qty	U/M		Total Budget	Estimate Pricing
			Sub		
Anchor Bolts (Materials)	192	ea	12.00	2,304.00	
Anchor Bolts (Install)	192	ea	10.00	1,920.00	
				<b>4,224.00</b>	<b>4,224.00</b>

<b>Building Foundation</b>					
Item of Work	Qty	U/M	Sub	Total Budget	Estimate Pricing
6" Building Slab	20,590	sf	7.15	147,218.50	
Perimeter Grade Beam	685	lf	56.00	38,360.00	
Perimeter Grade Beam - 6'	185	lf	160.00	29,600.00	
24" Piers with 48" Bell, 15' Deep	32	ea	2,400.00	76,800.00	
Pier Caps	32	ea	450.00	14,400.00	
Pilasters	4	ea	650.00	2,600.00	
Building Slab Pump Truck	1	ea	3,500.00	3,500.00	
				<b>312,478.50</b>	<b>312,478.50</b>

<b>Masonry</b>					
Item of Work	QTY	U/M	Sub	Total Budget	Estimate Pricing
Natural Stone	590	sf	38.40	22,656.00	
Cast Stone Water Table	155	lf	36.50	5,657.50	
				<b>28,313.50</b>	<b>28,313.50</b>

<b>Structural &amp; Misc. Metals</b>					
Item of Work	QTY	U/M	Sub	Total Budget	Estimate Pricing
Misc. Metals (Lintels, Angles, Etc.)	1	ls	2,500.00	2,500.00	
6" Bollards	16	ea	275.00	4,400.00	
42" Guardrail	60	lf	74.00	4,440.00	
3'-11" Depth Steel Canopies	35	lf	124.00	4,340.00	
				<b>15,680.00</b>	<b>15,680.00</b>

<b>Rough Carpentry</b>					
Item of Work	QTY	U/M	Sub	Total Budget	Estimate Pricing
Wood Blocking	1	ls	1,250.00	1,250.00	
				<b>1,250.00</b>	<b>1,250.00</b>

<b>Millwork</b>					
Item of Work	QTY	U/M	Sub	Total Budget	Estimate Pricing
Breakroom Base Cabinet (P-Lam)	34	lf	140.00	4,760.00	
Breakroom Countertop (P-Lam)	68	sf	75.00	5,100.00	
Breakroom Upper Cabinet (P-Lam)	14	lf	130.00	1,820.00	
Breakroom Backsplash (Tile)	82	sf	18.00	1,476.00	
Coffee Base Cabinet (P-Lam)	18	lf	140.00	2,520.00	
Coffee Countertop (Granite)	36	sf	105.00	3,780.00	
Coffee Backsplash (Tile)	64	sf	18.00	1,152.00	
Print Room Base Cabinet (P-Lam)	10	lf	140.00	1,400.00	
Print Room Countertop (P-Lam)	20	sf	75.00	1,500.00	
Print Room Upper Cabinet (P-Lam)	10	lf	130.00	1,300.00	
Reception Base Cabinet(Stain Grade Wood)	8	lf	155.00	1,240.00	
Reception Countertop (Granite)	16	sf	105.00	1,680.00	
Restroom Vanity Base(P-Lam)	15	lf	140.00	2,100.00	
Restroom Vanity Countertop(P-Lam)	30	sf	75.00	2,250.00	
Restroom Bench (P-Lam)	1	ls	650.00	650.00	
				<b>32,728.00</b>	<b>32,728.00</b>

<b>Building Insulation</b>					
Item of Work	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Roof Insulation	20,575	sf	1.45	29,833.75	
Exterior Wall Insulation	7,405	sf	1.20	8,886.00	
Interior Wall Insulation	12,690	sf	1.10	13,959.00	
Ceiling Insulation	11,620	sf	1.10	12,782.00	
PEMB Ext. Wall Insulation	11,630	sf	1.30	15,119.00	
Continuous Insulation	590	sf	1.45	855.50	
				<b>81,435.25</b>	<b>81,435.25</b>

<b>Roofing</b>					
Item of Work	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Flashing	1	ls	1,500.00	1,500.00	
Gutter & Downspouts	520	lf	7.10	3,692.00	
				<b>5,192.00</b>	<b>5,192.00</b>

<b>Building Sealants</b>					
Item of Work	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Building Joint Sealants	23,420	sf	0.30	7,026.00	
Site Sealants	32,485	sf	0.15	4,872.75	
Masonry Joint Sealants	590	sf	0.25	147.50	
Liquid Applied Vapor Barrier	590	sf	1.70	1,003.00	
				<b>13,049.25</b>	<b>13,049.25</b>

<b>Doors &amp; Hardware</b>					
Item of Work	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
3070 SCW Door	26	ea	380.00	9,880.00	
3070 HM Door	8	ea	320.00	2,560.00	
3090 HM Door	2	ea	710.00	1,420.00	
3070 HM Door Frame	34	ea	280.00	9,520.00	
6070 HM Door Frame	2	ea	340.00	680.00	
6090 HM Door Frame	1	ea	840.00	840.00	
Door Hardware	36	ea	540.00	19,440.00	
Door Panic Hardware	7	ea	1,400.00	9,800.00	
Install Doors	36	ea	265.00	9,540.00	
				<b>63,680.00</b>	<b>63,680.00</b>

<b>Overhead Doors &amp; Dock Equipment</b>					
Item of Work	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
8 x 8 Sectional Overhead Doors	3	ea	2,085.00	6,255.00	
10 x 12 Sectional Overhead Doors	2	ea	3,180.00	6,360.00	
Electric Operators	5	ea	1,200.00	6,000.00	
				<b>18,615.00</b>	<b>18,615.00</b>

<b>Glass &amp; Glazing</b>					
Item of Work	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
3080 Exterior Storefront Doors	1	ea	2,600.00	2,600.00	
3070 Interior Glass Doors	4	ea	2,250.00	9,000.00	
Storefront Glass	695	sf	58.00	40,310.00	
Interior Glass	985	sf	52.00	51,220.00	
Interior Glass - Breakroom	116	sf	0.00	0.00	
Window Frame - 3' 6" x 4'	2	ea	240.00	480.00	
Window Frame - 3' 6" x 5'	38	ea	265.00	10,070.00	
				<b>113,680.00</b>	<b>113,680.00</b>

Item of Work	QTY	U/M		Total	Estimate Pricing
			Sub		
			Budget		
3-5/8" MS Gyp 1 S 10' H	190	lf	92.50	17,575.00	
3-5/8" MS Gyp 1 S 14' H	20	lf	129.50	2,590.00	
3-5/8" MS Gyp 1 S 20' H	55	lf	185.00	10,175.00	
3-5/8" MS Gyp 2 S 4' H	22	lf	38.60	849.20	
3-5/8" MS Gyp 2 S 10' H	400	lf	96.50	38,600.00	
3-5/8" MS Gyp 2 S 13' H	345	lf	125.45	43,280.25	
3-5/8" MS Gyp 2 S 15' H	130	lf	144.75	18,817.50	
3-5/8" MS Gyp 2 S 24' H	85	lf	231.60	19,686.00	
6" MS Gyp 2 S 10' H	50	lf	104.50	5,225.00	
6" MS Gyp 2 S 20' H	135	lf	209.00	28,215.00	
6" MS Ext. Shtg 1 S 15' H	50	lf	174.00	8,700.00	
6" MS Ext. Shtg 1 S 22' H	135	lf	255.20	34,452.00	
2 x 2 Ceiling Tile	6,665	sf	3.20	21,328.00	
2 x 2 Ceiling Tile, 12' AFF	2,085	sf	3.65	7,610.25	
2 x 2 Ceiling Tile, Colored	3,010	sf	4.20	12,642.00	
6" MS Horizontal Framing	785	sf	7.40	5,809.00	
				<b>275,554.20</b>	<b>275,554.20</b>

Item of Work	QTY	U/M		Total	Estimate Pricing
			Sub		
			Budget		
Ceramic Wall Tile	1,800	sf	8.40	15,120.00	
Schluther Base Trim	200	lf	4.85	970.00	
Carpet Tile	390	sy	25.95	10,120.50	
Rubber Cove Base	1,645	lf	2.10	3,454.50	
				<b>29,665.00</b>	<b>29,665.00</b>

Item of Work	QTY	U/M		Total	Estimate Pricing
			Sub		
			Budget		
Clear Concrete Floor Sealer	14,625	sf	0.55	8,043.75	
				<b>8,043.75</b>	<b>8,043.75</b>

Item of Work	QTY	U/M		Total	Estimate Pricing
			Sub		
			Budget		
Tape, Bed, Texture, Prime, Paint Interior Gyp Walls	26,145	sf	2.20	57,519.00	
Tape, Bed, Texture, Prime, Paint Interior Gyp Ceilings	785	sf	2.40	1,884.00	
Paint Doors	8	ea	125.00	1,000.00	
Paint Door Frames	36	ea	65.00	2,340.00	
Paint Bollards	21	ea	45.00	945.00	
Paint Hand Rail	20	lf	3.50	70.00	
Paint Exposed Steel Structure	540	sf	1.35	729.00	
				<b>64,487.00</b>	<b>64,487.00</b>

Item of Work	QTY	U/M		Total	Estimate Pricing
			Sub		
			Budget		
TP Dispenser	6	ea	50.00	300.00	
PT Dispenser	6	ea	65.00	390.00	
Trash Receptacle	6	ea	100.00	600.00	
36" Grab Bars	6	ea	60.00	360.00	
42" Grab Bars	6	ea	65.00	390.00	
Soap Dispenser	6	ea	35.00	210.00	
Mirrors	6	ea	225.00	1,350.00	
ADA signs	6	ea	50.00	300.00	
				<b>3,900.00</b>	<b>3,900.00</b>

**Misc. Specialties**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Knox Box	2	ea	620.00	1,240.00	
Fire Extinguishers	6	ea	325.00	1,950.00	
				<b>3,190.00</b>	<b>3,190.00</b>

**Pre-Engineered Metal Building**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
PEMB - Main Bldg	19,130	sf	23.40	447,642.00	
PEMB - Lean To	960	sf	24.80	23,808.00	
PEMB - Covered Patio	500	sf	21.50	10,750.00	
				<b>482,200.00</b>	<b>482,200.00</b>

**Building Erection**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
PEMB Erection	20,590	sf	7.30	150,307.00	
				<b>150,307.00</b>	<b>150,307.00</b>

**Fire Suppression**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Fire Sprinkler System	20,590	sf	4.25	87,507.50	
Fire Sprinkler System - Dry System	500	sf	4.80	2,400.00	
Backflow Preventer Inside Riser Room	1	ea	7,200.00	7,200.00	
				<b>97,107.50</b>	<b>97,107.50</b>

**Plumbing**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Water Line - Up to 2"	840	lf	62.30	52,332.00	
Sewer Line - Up to 4"	305	lf	68.80	20,984.00	
Gas Line - Up to 1-1/2"	320	lf	28.60	9,152.00	
Vent Line - Up to 3"	130	lf	42.00	5,460.00	
Toilet (Fixture, Material to Install, & Labor)	6	ea	2,200.00	13,200.00	
Restroom Sinks (Fixture, Material to Install, & Labor)	6	ea	2,150.00	12,900.00	
Stainless Steel Sink (Fixture, Material to Install, & Labor)	1	ea	2,385.00	2,385.00	
Stainless Steel Hand Sink (Fixture, Material to Install, & Labor)	1	ea	2,200.00	2,200.00	
ADA Pre-Fab Shower (Fixture, Material to Install, & Labor)	1	ea	6,000.00	6,000.00	
Mop Sink (Fixture Material to Install, & Labor)	1	ea	2,150.00	2,150.00	
Water Heater - 40 Gallon (Fixture, Material to Install, & Labor)	1	ea	6,200.00	6,200.00	
Floor Drain	8	ea	580.00	4,640.00	
Hose Bibs	2	ea	600.00	1,200.00	
				<b>138,803.00</b>	<b>138,803.00</b>

<b>HVAC and Duct</b>					
	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Enclosure HVAC	37	tons	3,450.00	127,650.00	
Restroom Exhaust Fans	6	ea	500.00	3,000.00	
Electric Unit Heater - Riser Room	1	ea	5,500.00	5,500.00	
Gas Unit Heaters - 150 BTU	3	ea	5,200.00	15,600.00	
				<b>151,750.00</b>	<b>151,750.00</b>

<b>Electrical</b>					
	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
LED Warehouse Light	30	ea	720.00	21,600.00	
LED Office Light	108	ea	520.00	56,160.00	
6" Can Lights	30	ea	220.00	6,600.00	
2' Wall Sconce	2	ea	235.00	470.00	
Exit Lights	10	ea	250.00	2,500.00	
Emergency Exit Lights	6	ea	380.00	2,280.00	
Exterior Wall Packs	20	ea	375.00	7,500.00	
Switches	44	ea	80.00	3,520.00	
Light Switching	1	ea	3,600.00	3,600.00	
Duplex Outlets	136	ea	90.00	12,240.00	
GFCI Outlets	12	ea	110.00	1,320.00	
Dedicated Outlets	7	ea	135.00	945.00	
Parking Lot Light Poles	2	ea	3,500.00	7,000.00	
Connect HVAC	8	ea	2,200.00	17,600.00	
Connect Restroom Exhaust Fans	6	ea	275.00	1,650.00	
Connect Gas Unit Heaters	3	ea	1,450.00	4,350.00	
Connect Water Heater	1	ea	750.00	750.00	
Connect Electric Unit Heater in Riser Room	1	ea	750.00	750.00	
OH Door Operators	5	ea	1,100.00	5,500.00	
Panels & Switchgear - 400 amps	1	ls	65,000.00	65,000.00	
				<b>221,335.00</b>	<b>221,335.00</b>

<b>Fire Alarm</b>					
	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Fire Alarm System	21,090	sf	0.55	11,599.50	
				<b>11,599.50</b>	<b>11,599.50</b>

<b>Special Systems</b>					
	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Telephone & Data Stub-Ups	20,090	sf	0.35	7,031.50	
				<b>7,031.50</b>	<b>7,031.50</b>

**Alt #1 - Hydraulic Dock Levelers**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Dock Leveler Foundation/ Pit	1	ea	4,600.00	4,600.00	
Dock Leveler Steel Support	1	ea	1,250.00	1,250.00	
Hydraulic Dock Levelers	1	ea	7,250.00	7,250.00	
Dock Bumpers	6	ea	350.00	2,100.00	
Dock Levelers Electrical	1	ea	1,500.00	1,500.00	
General Conditions (GC,GL,BR, & PR)	1	ls	1,503.00	1,503.00	
				<b>18,203.00</b>	<b>18,203.00</b>

**Alt #2 - Mezzanine Finish Out**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
4" Concrete on Metal Deck	2,830	sf	6.40	18,112.00	
Concrete on Metal Deck Pump Truck	1	ea	3,800.00	3,800.00	
Concrete on Metal Pan Stairs	2	ea	4,200.00	8,400.00	
Steel Columns and Beams - 2nd Floor	2,830	sf	8.20	23,206.00	
Steel Joist - 2nd Floor	2,830	sf	8.45	23,913.50	
Steel Decking - 2nd Floor	2,830	sf	6.20	17,546.00	
Metal Stairs	2	ea	8,250.00	16,500.00	
HandRails	145	lf	55.00	7,975.00	
Movable Handrails	20	lf	65.00	1,300.00	
Coffee Base Cabinet (P-Lam)	8	lf	140.00	1,120.00	
Coffee Countertop (P-Lam)	16	sf	75.00	1,200.00	
Interior Wall Insulation	4,700	sf	1.10	5,170.00	
Ceiling Insulation	2,825	sf	1.10	3,107.50	
3070 SCW Door	2	ea	380.00	760.00	
6070 HM Door Frame	1	ea	340.00	340.00	
3090 HM Door	2	ea	710.00	1,420.00	
6090 HM Door Frame	1	ea	840.00	840.00	
Door Hardware	4	ea	540.00	2,160.00	
Install Doors	4	ea	265.00	1,060.00	
3-5/8" MS Gyp 1 S 14' H	140	lf	129.50	18,130.00	
3-5/8" MS Gyp 2 S 15' H	80	lf	144.75	11,580.00	
2 x 2 Ceiling Tile	1,840	sf	3.20	5,888.00	
Rubber Cove Base	315	lf	2.10	661.50	
LVT	2,380	sf	8.40	19,992.00	
Tape, Bed, Texture, Prime, Paint Interior Gyp Walls	5,460	sf	2.20	12,012.00	
Paint Door Frames	1	ea	65.00	65.00	
Paint Hand Rail	165	lf	3.50	577.50	
Structural Steel Erection - 2nd Floor	2,830	sf	7.30	20,659.00	
Fire Sprinkler System	2,830	sf	4.25	12,027.50	
Water Line - 2"	120	lf	62.30	7,476.00	
Sewer Line - 4"	60	lf	68.80	4,128.00	
Vent Line - 3"	30	lf	42.00	1,260.00	
Stainless Steel Hand Sink (Fixture, Material to Install, & Labor)	1	ea	2,200.00	2,200.00	
Enclosure HVAC	7	tons	3,450.00	24,150.00	
LED Office Light	22	ea	520.00	11,440.00	
Emergency Exit Lights	2	ea	380.00	760.00	
Switches	4	ea	80.00	320.00	
Duplex Outlets	11	ea	90.00	990.00	
GFCI Outlets	1	ea	110.00	110.00	
Connect HVAC	2	ea	2,200.00	4,400.00	
Fire Alarm System	2,380	sf	0.55	1,309.00	
Telephone & Data Stub-Ups	2,380	sf	0.35	833.00	
General Conditions (GC,GL,BR, & PR)	1	ls	26,900.87	26,900.87	
				<b>325,799.37</b>	<b>325,799.37</b>

**Alt #3 - Office Doors Changed to Glass**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
3070 SCW Door	15	ea	-380.00	-5,700.00	
3070 HM Door Frame	15	ea	-280.00	-4,200.00	
Door Hardware	15	ea	-540.00	-8,100.00	
Install Doors	15	ea	-265.00	-3,975.00	
3070 Interior Glass Doors	15	ea	2,250.00	33,750.00	
General Conditions (GC,GL,BR, & PR)	1	ls	1,059.75	1,059.75	
				<b>12,834.75</b>	<b>12,834.75</b>

**Alt #4 - Impact Fees**

	QTY	U/M		Total Budget	Estimate Pricing
			Sub		
Impact Fees - Office - 104,647.82 - Warehouse - 9,867.76 - Irrigation Water - 5,100.00 - Domestic Water - 14,850.00	1	ls	134,465.58	134,465.58	
				<b>134,465.58</b>	<b>134,465.58</b>







