

**AMENDMENT NO. 3 (“Amendment”) TO THE CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN TEMPLETON CONSTRUCTION COMPANY, INC. AND TOM GREEN COUNTY, TEXAS FOR THE CONSTRUCTION OF THE TOM GREEN COUNTY LIBRARY LOCATED AT 33 WEST BEAUREGARD, SAN ANGELO, TEXAS (“Project”)**

WHEREAS, on or about October 25, 2005, Templeton Construction Company, Inc. (“Templeton” and/or “Construction Manager”) and Tom Green County (“County” and/or “Owner”) entered into a Standard Form of Agreement Between Owner and Construction Manager (“Agreement”) and Amendment No. 1 to that Agreement under which Templeton would serve as Construction Manager at Risk for the expansion and renovation of the Tom Green County Library located at 113 West Beauregard; and

WHEREAS, Templeton was ready to proceed with the expansion and renovation of the Tom Green County Library located at 113 West Beauregard; and

WHEREAS, the County advised Templeton that it was reconsidering the decision as to the expansion and renovation of the Tom Green County Library located at 113 West Beauregard; and

WHEREAS, the County and the City of San Angelo entered into discussions for the possible utilization of the Hemphill Wells Building located at 33 West Beauregard as a location for the Tom Green County Library; and

WHEREAS, a Memorandum of Understanding By and Between Tom Green County and the City of San Angelo, Texas was entered into on September 28, 2005; and

WHEREAS, the County retained the professional services of Holzman Moss Architecture LLP in reference to the structural, mechanical, electrical, fire protection, accessibility and interior services in connection with the design and construction of a library at 33 West Beauregard, San Angelo, Tom Green County, Texas; and

WHEREAS, the County and Holzman Moss Architecture LLP entered into an Agreement Between Owner and Architect Regarding Tom Green County Library effective October 24, 2006; and

WHEREAS, the County and the City of San Angelo, Texas entered into a Lease Agreement for the Hemphill Wells Building with said Lease Agreement being a 99-year lease term beginning December 1, 2006 and ending on November 30, 2105 with said Lease Agreement being executed on May 21, 2007; and

WHEREAS, the Parties agreed to renegotiate Templeton's fee and project savings (see paragraph 15 herein) and Templeton has agreed to waive preconstruction costs except as expressly referenced herein (see paragraphs 10, 13 and 14); and

WHEREAS, during the course of pre-construction activities at the 33 West Beauregard location, it became apparent that construction estimates exceeded the County's budget for the Project, and Templeton, the County and Holzman Moss Architecture LLP ("Architect") (hereinafter sometimes collectively referred to as the "Parties") began a value engineering process to change construction drawings and concepts to reduce costs; and

WHEREAS, prior to the completion of the value engineering process and prior to the completion of construction drawings and approval of a guaranteed maximum price for the Project, the Parties (pursuant to 2.1.01 of the Agreement) determined that certain structural steel and foundation work could begin prior to the completion of the complete design and prior to agreement on a guaranteed maximum price for the entire Project and the Parties authorized the execution of Amendment No. 2 to the Agreement to be effective January 15, 2008 to effectuate that purpose; and

WHEREAS, on January 15, 2008 the County directed Templeton to retain the professional

services of a third-party estimator as it related to the electrical bids received for the Project; and

WHEREAS, following January 15, 2008 and prior to when work could begin on Amendment No. 2, the presence of asbestos was discovered and Amendment No. 2 construction work was halted; and

WHEREAS, the County acknowledged the City of San Angelo as the Owner of the Property located at 33 West Beauregard was contractually responsible for the abatement of the asbestos; and

WHEREAS, the City of San Angelo will or has entered into a third party contract to abate the asbestos at 33 West Beauregard which is anticipated to be completed on or before December 1, 2008 whereupon Templeton's work (except for that portion of the work referenced in this Amendment - see paragraphs 4 and 8) on the building can commence; and

WHEREAS, Templeton's pre-construction activities and the Architect's design work has been completed as of this date so that the Parties, subject to the conditions and variables spelled out in this Amendment and the Exhibits A through F hereto, have agreed upon a guaranteed maximum price for the Project and a schedule for the work; and

WHEREAS, the County wishes Templeton to proceed to lock in subcontractor's pricing to the maximum extent possible and to proceed with procurement, subcontracting, shop drawings and site utility work contemporaneously with the asbestos abatement to be performed by the City of San Angelo so as to minimize the cost of delay inherent in the asbestos abatement process.

NOW, THEREFORE, Templeton and County agree as follows:

1. Amendment No. 2 is void and of no effect.
2. Subject to the conditions and variables spelled out in this Amendment and the Exhibits A through F hereto, the Parties agree upon a guaranteed maximum price for the Project in

the amount of \$11,126,857.00 (“Guaranteed Maximum Price”).

3. Subject to the conditions and contingencies contained herein, the Parties agree upon a schedule for the Project attached hereto as Exhibits A through F.

4. Templeton is directed to proceed with the subcontracting of the Project in order to lock in prices and to order and acquire material necessary for construction even though said construction schedule will not commence until on or before December 1, 2008 following confirmation that the abatement of asbestos has been completed and a Notice to Proceed has been issued by the County.

5. The County accepts all risks of construction material and labor cost escalations associated with the delay due to the asbestos abatement.

6. The County understands and agrees that materials fabricated, delivered or stored, whether delivered to Project site or a warehouse, shall be paid for in full in accordance with the monthly draw process specified in the Agreement and there will not be a requirement for the receiving warehouse or storage site to be bonded and insured.

7. The County will provide builder’s risk insurance which will adequately cover materials stored off-site and/or in transit. It is the intention of Templeton and County that the materials are to be acquired prior to the time they are needed for construction in order to protect against the cost escalations.

8. Templeton is authorized to proceed with and shall complete as expeditiously as possible the site work and site utilities work set forth in the Architect’s drawings (A100, A101, A102, A103, A104, A105, A106, A110, MPE100, and MPE200) described in the attached Exhibits. In performing the site work and site utilities work, Templeton will not be in control of the building

site, will not have possession of the building, and will not in any way be connected with the asbestos abatement to be performed by the City of San Angelo and its third-party contractor(s). Templeton shall bill for said work on a monthly basis as described in the Agreement between the parties and Owner shall make payment as required therein with said sums to be applied to the Guaranteed Maximum Price. Templeton is not in any way responsible for any safety measures required by the asbestos abatement effort or by OSHA related to the building.

9. The Guaranteed Maximum Price referenced above includes Templeton's general condition costs which will be incurred following December 1, 2008.

10. The parties acknowledge between January 15, 2008 and the date the County issues a full Notice to Proceed, Templeton has or will incur labor cost which includes the cost of a superintendent, a project manager, as well as carpenters and laborers devoted to the Project and who are presently unable to work on other projects of Templeton. Templeton shall utilize its best efforts to minimize its damage with respect to said costs and fees. The anticipated costs associated with the superintendent, project manager, carpenters and laborers shall not exceed \$200,000.00 and are not part of the Guaranteed Maximum Price set out in paragraph 2 above. These costs upon written verification to the County shall be paid in accordance with Article 7 of the Agreement.

11. In accordance with Article 2.3.2.3 of the Agreement, the County has directed Templeton to accept the bid of Bryant Electric and has agreed to compensate the Construction Manager during the course of the work by a change order covering compensation and/or time and the Guaranteed Maximum Price for additional costs that Templeton may incur due to this subcontractor's default and/or inability to provide a Payment and Performance Bond on the Project.

12. If and in the event that Templeton is unable to proceed with the Project as a whole

on or before December 1, 2008, the time for performance reflected on the attached schedule and the Guaranteed Maximum Price shall be equitably adjusted.

13. Contemporaneously with the execution of this Amendment, the Owner shall pay to Templeton the sum of \$9,822.52 representing Templeton's payment for the pre-construction services incurred before December 31, 2007. The pre-construction services are included within the Guaranteed Maximum Price.

14. Contemporaneously with the execution of this Amendment, the Owner shall also pay to Templeton the sum of \$3,900.00 which is the costs associated with obtaining a third-party estimator as it related to the electrical bids. This sum was incurred subsequent to January 15, 2008, and is included within the Guaranteed Maximum Price.

15. Article 5.1.1 shall be deleted and replaced with the following:

5.1.1 For the Construction Manager's performance of the Work (including site utility work to begin after the execution of this Amendment) described in Paragraph 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee determined as five percent (5%) of the actual Cost of Work incurred by the Construction Manager under Paragraph 2.3 - Construction Phase. Upon completion of the Project, if the Cost of the Work plus the Construction Manager's fee totals less than the final Guaranteed Maximum Price (which shall include the Construction Manager's contingency and change orders), then savings shall be split between the Owner and the Construction Manager as follows:

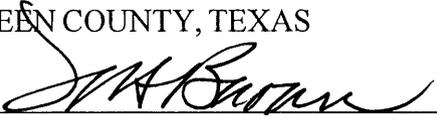
- a. Take the then Guaranteed Maximum Price; inclusive of the remaining Construction Managers Contingency and all additive change orders;
- b. Subtract the sum of the Cost of the Work plus the Construction Manager's fee;
- c. The difference shall be considered Savings such that the Construction Manager shall receive One Hundred Percent (100%) of the Savings but such shared Savings shall not exceed One and One Half Percent (1.5) of the final Guaranteed Maximum Price.

16. The Owner shall be responsible for and shall provide all building permits, if any, required for all components of the work.

Dated this the 15th day of April, 2008.

OWNER

TOM GREEN COUNTY, TEXAS

By:   
Michael D. Brown, Tom Green County  
Judge, in his official capacity and not  
individually

Date: April 15, 2008

CONSTRUCTION MANAGER

TEMPLETON CONSTRUCTION CO., INC.

By:   
Gary McClure, President

Date: April 15, 2008

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**Exhibit A**

**DRAWINGS, SPECIFICATIONS, ADDENDA, BIDDING DOCUMENTS**

These are the drawings, specifications, addenda, and bidding documents included in the base bid proposal which will be utilized as they pertain to this Amendment and the Proposal Packages related to and to be executed in this Amendment.

**BIDDING DOCUMENTS**

Section CMAR – 1 Invitation for Proposals dated 10-4-07  
Section CMAR – 2 Instructions to Bidders dated 10-4-07  
Section CMAR – 3 Proposal Packages  
Section CMAR – 4 Proposal Form dated 10-4-07  
Prevailing Wage Scale

**SPECIFICATIONS – FEBRUARY 8, 2008**

See Attachment A – Table of Contents

**DRAWINGS – FEBRUARY 8, 2008**

See Attachment B – Drawing Index

**ADDENDA**

Addendum No. 1 dated October 15, 2007  
Addendum No. 2 dated October 24, 2007  
Clarifications dated April 11, 2008

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**Exhibit B**

**ALLOWANCES**

These are the allowances included in the base bid proposal which will be utilized as they pertain to this Amendment and the Proposal Packages related to and to be executed in this Amendment.

1. Landscape Allowance: Per Addendum #1 and Exhibit C an allowance \$5,000 of has been included for site irrigation, planting, landscaping, and trees per the addendum notes.
2. Shoring Allowance: Per Exhibit C, We have included an allowance of \$ 40,000 to install shoring designed by the A/E team.
3. Acoustical Panel Allowance: Per Exhibit C, we have included an allowance of \$ 30,000 for the acoustical panels (which includes the cost for mock ups) at the story telling area in Alternate #1. No manufacturers listed provide pricing for this item.
4. Interior Wall Leather: Per Exhibit C, an allowance of \$101,000 has been included to furnish and install the wall leather as described in Section 09310, 2.1, B of the specifications.
5. Hoisting Beam Allowance: Per Exhibit C, elevator hoisting beams are not detailed on the structural drawings, therefore an allowance of \$10,000 to purchase and install these beams following receipt of a structural design by the design team is included.
6. Wiring Coordination Allowance: Per Exhibit C, a \$ 50,000 allowance has been included per the engineer's instructions to cover coordination of security data, telephone, and communication wiring. Conduit has only been included in the base bid where indicated.

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**Exhibit C**

**ASSUMPTIONS AND CLARIFICATIONS**

These are the assumptions and clarifications included in the base bid proposal which will be utilized as they pertain to this Amendment and the Proposal Packages related to and to be executed in this Amendment.

**DIVISION 1 – GENERAL CONDITIONS**

1. A building permit is excluded.
2. Builder's risk insurance has been excluded and is to be by owner.
3. Utility usage cost is to be by the County for electrical, water, and gas.
4. No cost for plans and specification reproduction has been included in our price.
5. Asbestos abatement, monitoring, or removal is excluded.
6. No demolition work other than concrete slabs may be performed without a proper asbestos survey of the building.
7. We exclude engineered and sealed designs such as the wall shoring reflected in Note 6 of the S sheets. We have included an allowance of \$ 40,000 to install shoring designed by the A/E team.
8. The plans and specs have a number of references to engineering. No engineering costs have been included in our price (Ex. Including but not limited to drawing notes 6 on S203; Specification Sections 1351, 5400, 5500 and 05510 (as it relates to Stair number 2)).
9. Any required stamps and seals and the costs associated with that design and/or engineering has been excluded. The steel fabricator will design connections and provide calculations based on the project structural engineer providing all beam sizes and engineered and calculated end reactions for the members.
10. Where mockups are indicated they are included as a permanent part of the work with one mockup only. Re-design or re-working of these mockups is not included in the pricing.
11. No testing laboratory services have been included in our price. The cost of these services is to be by the owner.
12. No tap, meter, or impact fees have been included and are by the owner.
13. No work in reference to the finish out of the Penthouse Level (Alternate 3) has been included in our price.
14. Templeton Construction will produce monthly or more often if required for project management purposes a CPM Schedule, using Primavera P3 software. The schedule will include activities to properly define the scope of work of the project construction, and material procurement. The schedule will not include resources or cost of the activity items. This schedule will not comply to Section 01320 paragraphs 1.5, 1.6, 1.7, 2.1, 2.2, 2.3, and 2.4 except if Templeton Construction Co. deems the information to be necessary for the proper management of the project on site. Schedules will be produced in ample time to be discussed at monthly project meetings and other meetings as deemed appropriate by Templeton Construction. Scheduling requirements will not be associated with the approval of monthly Application and Certification for payment procedures. To provide full compliance with the specified scheduling requirements will require

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Templeton will provide a full time scheduling person for the project at a cost of \$85,000 for the project.

15. Our cost is based on Templeton to be awarded the first moneys in savings below the g-max values but not to exceed 1.5% of the contract value. After this amount, the county or owner would receive 100% of any savings. This would require a change to article 4.1.1 and 5.1.1 of the Amendment to the Standard Form of Agreement to read as follows, "Upon completion of the project, if the Cost of the Work plus the Contractor's fee totals less than the Guaranteed Maximum Price (inclusive of the CM's contingency), then the difference shall be considered savings to the contract. Savings shall be split such that the CM shall receive 100% of the savings up to a maximum value equal to 1.5% of the final total contract value. The owner shall receive 100% of any remaining amount."
16. Due to the constructability issues associated with the details to install the glass brick in the existing veneer, we exclude any warranty associated with water leaks.
17. All work indicated on the F sheets except 5 each display cases is excluded.
18. The following SECTIONS are not part of the scope of work on this project currently and have been excluded. These sections need to be deleted from spec book and or table of contents: 04280, 05701, 08890, 03360, 05810

**DIVISION 2 – DEMOLITION AND SITEWORK**

1. No demolition, repair or modifications to exiting brick has been included unless specifically modified because of new openings or changes to the structure.
2. Costs associated with the removal and replacement of the existing parapet, should that prove to be necessary, is excluded.
3. Our price is based on the use of the existing freight elevator for use in moving of materials for the project.
4. Our cost is based on keeping the existing canopy. The demolition drawings on AD103 show removal of the canopy and re-work parking areas when the library accepted a VE item to keep the canopy.
5. Our cost is based on leaving existing louvers. AD103 still shows removal of existing louvers at penthouse but A401 says to leave per an owner accepted VE item. Any modifications to the louvers themselves have been excluded.
6. Brick pavers at sidewalk areas are excluded as they are to be part of a fundraising project. Pavers have also been excluded as shown in the alley way per accepted value engineering. The unit price for labor only to provide sand and lay pavers furnished by others in lieu of concrete sidewalks is \$7.70 per s.f plus markup based on a minimum of 100 s.f..
7. No landscaping or irrigation has been included in our price. An \$5000 allowance has been included for site irrigation, planting, landscaping, and trees per the addendum notes.
8. A \$400 allowance has been included for striping at garage per Addendum #2. All other striping and signage has been included as shown on drawings and per addendum clarifications.
9. No modifications were shown on the drawings to include the following accepted site VE items. These items from Craig Kinney Architects are listed below:
  - a. Delete all of the drainage troughs, steel covers, and pavers in the alley on the Southside.

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- b. Delete doing any asphalt paving, the concrete drainage valley, the planter, and concrete walks, etc. in the south parking area. There will not be any improvements in the south parking lot area.
  - c. Delete the light pole and the light bollards in the south parking lot and alley area.
  - d. Delete the new curbing that juts out into Irving Street at the south area.
  - e. Remove the ticket booth structure only but leave the curbing and slab around it.
  - f. Remove the existing tile and 2 1/2" mud setting slab as well as the walks around the south entrance. Price only going back with new concrete walking surface to match the existing tops of curbs and existing grade pretty much. This would not be an entrance on the accessible route from the south.
  - g. The retaining walls, concrete walks and flat work on the west would stay the same.
  - h. We will level off the Public Transportation Pickup and Drop-off area on the west with an asphalt topping in Irving Street. This asphalt topping will be approximately 1,100 s.f. of surface and the slopes will not exceed 2%. This will also require that we remove about 50 l.f. of curb and gutter and provide about 50 l.f. of new lay-down curbing and one tire stop.
  - i. We will remove all of the curb and guttering on the north side, approximately 140 l.f.. We will install new lay-down curbing and install approximately 2,850 s.f. of asphalt topping with slopes not to exceed 2% in Beauregard Ave.. Provide striping for 7 handicapped parking stalls with access lanes and each parking stall will have a tire stop.
  - j. There will be new concrete walks on all of the north side.
  - k. Remove the 12 donor pilasters along the west and north sides. Install 12 - 6" round steel bollards in their locations.
- Our sitework cost is based on the above changes. Additional funds not included in current pricing would be necessary to construct the site as shown on the drawings.

**DIVISION 3 – CONCRETE**

- 1. Lightweight Insulated Concrete is excluded. None shown on drawings.
- 2. No white cement has been included at basement columns.
- 3. No self compacting concrete material has been included in our price. Specifications were not provided and none was indicated for use.
- 4. Footings based on a depth of 4'. Additional depth, if required, will be on a time and material basis.
- 5. We exclude ACI certified technicians (RE: spec section 03300).

**DIVISION 4 – MASONRY**

- 1. Donor Pilasters constructed out of Granite material is excluded including the plaques shown on A110.
- 2. A543 shows masonry details we feel are not watertight and can not insure nor warrant against water infiltration.
- 3. Areas of the building where brick is removed and/or replaced will reflect differences in color to the existing building including but not limited to mortar joints that will not match the existing condition.

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**DIVISION 5 – METALS**

1. Powder coating at stairs is excluded. Field painting is included
2. Based on drawing SKA 42 it appears that rails may need to be added at intermediate landings. No cost for these rails has been included.
3. Detail 7A543 does not reflect a size and detail of the angle iron nor is it found in the structural drawings. We have included back to back 3 ½ x 3 ½ x ¼ primed (not galvanized) angle for this detail.

**DIVISION 6 – WOOD AND PLASTICS**

1. No testing has been included per Section 6400, 1.4, B.
2. SECTION 06400 calls for all wood to be fire retarded. This is not a practice typically utilized on finished wood material. There will be an added cost as this is a requirement for cabinet wood.
3. Section 06400 calls for Quartz. Our pricing was based on a solid surface material.
4. Section 06400 still mentions blueprint matching. Blueprint matching has been excluded as it will take months and a substantial additional cost for this type of matching.
5. Sequence and flitch matching is included as long as the architect understands that the flitches will come from different trees and will not be identical

**DIVISION 7 – THERMAL AND MOISTURE PROTECTION**

1. No cost for the Green Roof has been included in our cost.
2. In lieu of the specified Dryvit system our price is based on the following:
  - A. Provide and install Backstop, a Dryvit Waterproofing material, with the Dryvit Grid Tape at all sheathing joints, corners (outside and inside) with the 24 ga. Drainage Weep at the bottom
  - B. Provide and install 2" thick foam with Primus to attach the foam to the substrate using a notched trowel
  - C. Utilization of 15 oz. and 4 oz. mesh
  - D. Provide and install the Dryvit Finish system to be used as a finish coat
3. We exclude Section 07240, statement under 1.4, A, 2 and under 1.5, A, 3.
4. We exclude 07840, 1.5, D.
5. We exclude 07900, 1.6, A and 3.2, C.
6. SECTION 07410: Preformed Metal Siding
  - a. Panel profile has been changed from corrugated to "Style Rib" by Centria. This panel profile is similar to the corrugated panel with ribs having break instead of curves. The panel bid was from Berridge Mfg. They offer an identical panel to the "style Rib" at the same cost so the profile change is OK.
  - b. 2.2 Materials: 22 ga is specified. Price was based on 24 ga. There will be an additional charge for the heavier gauge.
  - c. 2.2 Materials: Custom color is specified. Our price was based on a standard color. There will be an additional charge for a custom color.
  - d. 3.1 Execution: Calls for sub-girts. Pricing based on using flat strips of metal fastened thru the ice & water shield and thru the gyp board into the metal studs. Since the panels are to be erected vertically on a radius wall, this will allow for a smoother look.

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7. SECTION 07542: Polyvinyl-Chloride (PVC) Roofing
  - a. Calling for 40 mil PVC roof system by Duro-Last with 20 Year warranty. The 40 mil system will have a 15 year NDL warranty. A 20 year NDL requires 50 mil membrane. The cost would increase.
  - b. 3.4 Adhered Membrane Roofing Installation: The system pricing based on is to be mechanically fastened to the metal. If fully adhered, there will be an additional, and substantial, charge.
8. SECTION 07600: Sheet Metal Work
  - a. 1.2 Section Includes: Stainless steel is repeatedly utilized here. This had been standardized in Addendum #1 to 24 ga steel. 24 ga pre-finished where site exposed (coping) and galvanized flashings. The changes in addendum haven't been incorporated.
  - b. 3.1 Metal Flashing Installation: Snap-lock coping is specified. Pricing based on a flat coping with continuous cleat installed over ice & water membrane. The spring-lock system is expensive and very difficult to use in a tight radius situation.

**DIVISION 8 – DOORS AND WINDOWS**

1. Steel doors and frames pricing is based on material from Republic Builders.
2. Wood door pricing based on "hardboard" faces (re: 08200, 2.1, E) and "shop primed" doors (re: 08200, 2.3, A)
3. Wood door pricing is based on material from Chappell Door Company.
4. Wood doors 9'-0 and above are not available in hardboard. In those cases, paint grade birch veneer was figured.
5. Hardware pricing is based on Detex exit devices, PDQ locks, and LCN closers, all which are alternates to the specified materials.
6. Cladding at entry wall as shown in Addendum #1 may not match clear anodized material due to being provided by two differing sources.
7. No "megajoint" system has been included in association with 08813, Decorative Glass Glazing System at the entryway. This was modified to be structural tubing which will also be painted and not powder coated.
8. We exclude statement Section 8700, 3.03 B.
9. Pricing was based on ½" tempered glass at all doors, however, A813 shows ¼".
10. The all glass doors were taken out of the project in the value engineering process. The framed doors are based on the main entrance doors (4 pair) utilizing Kawneer Series 500 wide stile complete with top, bottom and intermediate offset pivots, overhead concealed closers, ms 1850 maximum security locks and Sexton 1 ½ " diameter stainless steel, 84" long, straight pull handles (one interior and one exterior per leaf).
11. Push hardware was removed in our pricing for that VE item and is still in the specs and on the plans. The tubular push / pull bars on main entrance doors were added that weren't in the original scope. We have included the cost for this item.
12. A540 shows a change of exterior glazing on GL-2 and GL-6 glass types which increased cost.

**DIVISION 9 – FINISHES**

1. Floor plan seems to delete the shaft at elevator 3. The shaft was in the base bid and is still in our price.

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2. A522 shows 102 to have cladding but finish schedule on I101 shows CT5 – this was changed to cladding in Addenda. There would be additional cost to change this back to tile.
3. Section 4 & 5 / A710 – A/E needs to confirm construction detail will provide the required fire ratings.
6. We have included an allowance of \$ 30,000 for the acoustical panels (which includes the cost for mock ups) at the story telling area. No manufacturers listed have provided pricing for this item.
7. Section 09330 – 3 – 2.2 D. identifies a grout typically utilized on floors and/or for industrial / kitchen scenarios. This grout is a 3 part application process with a grout color needed to get accurate pricing. This grout system has been excluded and standard exterior application method will be utilized in lieu of the specified system.
8. Painting of spray on fireproofing is excluded.
9. Section 09310, 2.1, B – Owner and architect need to be aware that the installation may show signs of ripples, dimples, blisters, and other imperfections. The installed allowance for this product is \$101,000.
10. We exclude 09513 1.5, C.
11. The clouds were modified in the latest set of drawings. These changes have been included in this pricing.

**DIVISION 10 – SPECIALTIES**

1. No donor plaques have been included or the granite pilasters (part of donor fundraising per Add. #2). Interior signage has also been excluded (separate below line cost per Add. #2). All signage to be owner furnished.
2. No cost has been included for furnishing and installing of new artwork and removal of existing artwork; see A520 / 3 & 4. No information was available as to the scope of the new artwork.

**DIVISION 11 – EQUIPMENT**

1. All Appliances have been excluded. They will be furnished and installed by the owner.

**DIVISION 12 – FURNISHINGS**

1. Window shade system is excluded and will be done by the owner.

**DIVISION 13 – SPECIAL CONSTRUCTION**

**DIVISION 14 – CONVEYING SYSTEMS**

1. Drawing A720 ELEVATOR # 2 ENLARGED PLAN doesn't show the rear opening as it should. The drawing ELEVATOR # 2 SECTION shows the correction which is what pricing was based on.
2. The platform length, which is not shown, is based on a dimension of 7'-9 3/4". Pricing is based on a platform width of 6'-2".

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3. Elevator hoisting beams are not detailed on the structural drawings. Therefore an allowance of \$10,000 to purchase and install these beams following receipt of a structural design by the design team is included.

**DIVISION 15 – MECHANICAL**

1. No sump pumps have been shown on the M drawings. Cost was included for small sump pumps at the elevator pits.
2. No trunk line modifications to minimize sewer taps were shown on the drawings per an accepted VE item. Sewer system was bid per the drawings.
3. No cost for rock coring or rock penetrations have been included. The unit price of \$800 / c.y. shall be utilized for coring of rock on the project with regards to the plumbing work.
4. No changes to the trunk line to minimize sewer taps was shown on the drawings per accepted VE item so no cost deduct was given for this item.

**DIVISION 16 – ELECTRICAL**

1. A \$ 50,000 allowance has been included per the engineer's instructions to cover coordination of security data, telephone, and communication wiring. Conduit has only been included where indicated.
2. The current low electrical bid cannot provide a payment and performance bond. The owner has agreed to assume the risk for this work.

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**Exhibit D**

**COMPLETION SCHEDULE**

A Contractor's Time of Completion shall be 20 months from the notice to proceed. This time frame is included in the base bid proposal which will be utilized as it pertains to this Amendment and the Proposal Packages related to and to be executed in this Amendment.

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**Exhibit E**

**ALTERNATES**

There are no additional alternates included in the base bid proposal which will be utilized as they pertain to this Amendment and the Proposal Packages related to and to be executed in this Amendment. All accepted alternates and value engineering cost items have been incorporated in the documents listed in Exhibit A unless noted otherwise.

**Tom Green County  
Amendment 3 – Library  
All Proposal Packages  
Dated April 11, 2008**

**Exhibit F**

**UNIT PRICES**

These are the unit prices included in the base bid proposal which will be utilized as they pertain to this Amendment and the Proposal Packages related to and to be executed in this Amendment.

1. Paver Unit Price: Per Exhibit C, for labor only to provide sand and lay pavers furnished by others in lieu of concrete sidewalks is \$7.70 per s.f plus markup for a minimum of 100 s.f.
2. Rock Coring: Per Exhibit C, no cost for rock coring or rock penetrations have been included. The unit price of \$800 / c.y. shall be utilized for coring of rock on the project with regards to the plumbing work. This unit price will also be utilized for coring associated with concrete modifications.

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Geotechnical Report  
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Deleted: .07191 - Air Barrier Liquid Membrane

Deleted: 1

Deleted: Roofing

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Deleted: . 08332 . Horizontal Coiling Fire Shutters¶

Deleted: 08625 . Tubular Daylighting System

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Deleted: . 10100 . Visual Display Boards¶

Deleted: . 10350 . Flagpoles¶  
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Deleted: . 10650 . Operable Partitions¶

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Deleted: -

Deleted: SECTION¶  
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Deleted: . 12520 . Window Shades¶

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THE PLAN SHEETS ARE DATED  
FEBRUARY 8, 2008

