

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT
Portland, Texas

CONSTRUCTION CONTRACT

THE STATE OF TEXAS §
COUNTY OF SAN PATRICIO §

The GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (hereafter called "Owner") and FULTON*COASTCON GENERAL CONTRACTORS (hereafter called "Contractor"), hereby agree as follows:

1. Contractor agrees to provide, construct and install for Owner in accord with the Contract Documents the following: Gregory-Portland ISD All Purpose Facility Project ("Project"), in accordance with the contract documents prepared or compiled by **Turner | Ramirez Architects** ("Project Architect").

2. Contractor agrees to furnish, at his own expense, all labor, services, materials, tools, equipment and supervision necessary to the full and final completion of the Project, and everything incidental thereto, as shown on the Drawings, stated in the Specifications, or properly inferable therefrom, all in accord with the Contract Documents, as hereafter defined.

3. The Contract Documents consist of this Construction Contract and the following instruments which are incorporated herein:

- a. Request for Competitive Sealed Proposals
- b. Proposal
- c. Conditions of the Contract
 - i. G-PISD edited A201 General Conditions
 - ii. G-PISD Supplemental General Conditions
- d. Drawings
- e. Specifications
- f. Addenda and amendments to the foregoing as follows:
 - (1) Addendum No. 1 issued 08/31/2023
 - (2) Addendum No. 2 issued 09/07/2023
- g. The DOL Wage Rate Decision applicable to building construction in San Patricio County, Texas on the date of issuance of the Request for Proposals (DOL Prevailing Wage Decision TX 20230288 (1-06-2023))(for San Patricio County))

If there are inconsistencies in the Contract Documents, this Construction Contract shall have priority over the documents incorporated by reference, and the provisions of the documents incorporated by reference shall prevail and have priority in reverse order of the above list of contract documents.

4. Immediately following the execution of this Contract and before performing any work, Contractor shall furnish to Owner a valid Performance Bond and Payment Bond, each in the full amount of the contract price on forms promulgated by Owner, written by companies acceptable to and approved by Owner and a required Certificate of Insurance, each in accord with the requirements of the Contract Documents.

5. Contractor shall commence work as directed in a written Notice to Proceed from the Owner, and shall substantially complete the work on or before April 3, 2025. If the work is not timely completed in accord with the terms of the Contract Documents, Contractor shall be liable to Owner for damages calculated in accord with the terms and provisions of Article 12 of the Supplemental General Conditions of the Contract. If liquidated damages are assessed according to Article 12, it is expressly agreed that the said sum per day is a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the work is not completed within the agreed time. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by additional compensation to personnel, for loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Such liquidated damages, if assessed, shall be in addition to, and not in lieu of any other rights or remedies Owner may have against Contractor for failure to timely achieve completion of the work.

6. The total contract price is Sixty-Four Million Five Hundred Eighty Thousand Two Hundred Thirty-Eight Dollars (\$ 64,580,238.00), which includes the base bid and:

- a) alternates numbers: Alternate No. 3A (HVAC Warranties 10-year)
- b) negotiated agreed reduced allowances, as specified in attached Exhibit A - Allowances
- c) negotiated agreed reduction in costs of construction, as specified in attached Exhibit B-VE.

7. The parties hereto agree that they will take such steps and execute such instruments as may be necessary to enable Owner to claim its exemption from the State of Texas Limited Sales Tax for materials used in such Project. All savings resulting from such tax exemption shall be for the benefit of the Owner.

8. The Board of Trustees, by majority vote, is the only representative of the Owner (an independent school district) having the power to enter into a contract, to approve changes in the scope of the work, to approve a change order, or to agree to an extension to the date of completion of the work. The Board may authorize a representative to act on behalf of the Owner in the day-to-day administration of the contract.

Executed in Portland, Texas, on November 15 2023.

ATTEST:

Amy Malone
_____, Secretary

GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT

By [Signature] Owner

Tim Flinn, President
Board of Trustees

By mcauzos 11/14/2023

Dr. Michelle Cavazos, Superintendent of Schools

ATTEST:

Rogelio Mellado
Rogelio Mellado
Secretary
Chief Estimator

FULTON*COASTCON GENERAL CONTRACTORS

Contractor

By *Mike Lippincott*
*Name: MIKE LIPPINCOTT
*Title: President VICE PRESIDENT

Address: 1102 SECOND ST.
CC. TX 78404

*Typed or clearly printed

Exhibit A

(for Construction Contract – G-PISD All Purpose Facility)

AGREED MODIFICATIONS OF ALLOWANCES AND OWNER'S CONTINGENCY

All allowances specified in the Request for Competitive Sealed Proposals in Section 01 21 00 for inclusion in the Contract Price are hereby modified to be as follows:

- 3.3(A) Allowance No. 1 Owner's Contingency Allowance
(subtract \$250,000.00, and add VE Contingency of \$238,286) \$2,738,286.00
- 3.3(B) Allowance No. 2 Materials Testing Allowance (subtract \$552,742) \$362,258.00
- 3.3(C) Allowance No. 3 HVAC Testing and Balancing Allowance (no change) \$75,000.00
- 3.3(D) Allowance No. 4 (Interior Graphics Allowance (subtract \$150,000) (no allowance)
- (Graphics and Signage included in base bid. Additional graphics not detailed are not required)
- 3.3(E) Allowance No. 5 City of Portland Building Permit Fees (no change) \$287,197.34
- 3.3(F) Allowance No. 6 HVAC Control Allowance (Bldg automation) (no change) \$670,000.00
- 3.3(G) Allowance No. 7 Fixed Athletic Equipment (weights & batting cages)
(subtract \$1,185,000.00) (no allowance)

ACCEPTED AND AGREED:

GREGORY-PORTLAND-INDEPENDENT SCHOOL DISTRICT (Owner)

By  Date: 11-15-23
Tim Flinn, President
Board of Trustees

By 
Dr. Michelle Cavazos, Superintendent of Schools

FULTON*COASTCON GENERAL CONTRACTORS (Contractor)

By:  Date: 11-15-23

*Name: MIKE WIPPINCOTT
*Title: President VICE PRESIDENT

EXHIBIT B-VE


(for Construction Contract -- G-PISD All Purpose Facility Project)

It is agreed that the Contrat Price includes the following accepted and agreed reductions in costs of construction for the Project:

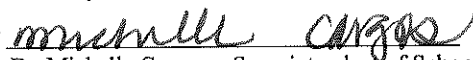
No	Description	Accepted
01	Reduce Select Fill Requirement at Indoor Sports Field. Currently, calls for 72" of Select Fill at Sports Field	(200,000)
08	Change Centria Insulated Metal Panels At Exterior Walls, as shown on A6.1, to Berridge HR-16 Panels with Rigid Insulation & Sheathing	(700,000)
09 C	Change Resinous Epoxy Flooring to True PC	(110,000)
11 A	Change Divider (3Ea) Porter#950670 190'x30' 3-phase, 3 HP Motor to (6Ea) Porter #670 95'x30' 3-phase, with 1 HP Motor In Lieu of 3 HP	(85,000)
12	Omit Manual Window Shades and Blackout Curtains at Sports Field. Leave Conduit for Future Automatic Shades.	(21,000)
14	Change Observation Platforms in Area B to Pre Fabricated Coaching/Band Director Towers (50 Yard Line)	(52,960)
14 B	Omit Observation Platform at Endzone	(70,000)
18	Use FieldTurf BeynonTrack Surface Systems and Shockbase Pro 25MM XM360-50-46 2" With 2Lbs of Sand and 3Lbs Ambient Rubber In Lieu of Hellas 19mm Cushdrain With Cool Play and EpiQTracks Q3000	(310,346)

ACCEPTED AND AGREED:

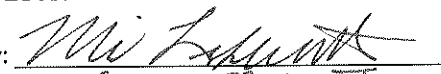
GREGORY-PORTLAND INDEPENDENT SCHOOL DISTRICT (Owner)

By 
 Tim Flinn, President
 Board of Trustees

Date: 11-15-23

By 
 Dr. Michelle Cavazos, Superintendent of Schools

FULTON*COASTCON GENERAL CONTRACTORS (Contractor)

By: 
 Name: MIKE LUPPINCOTT
 Title: VICE PRESIDENT

Date: 11/10/2023

EXHIBIT B - VE



Educate.
Inspire.
EMPOWER!

PROCEDEO

All Purpose Facility Cost Savings Analysis

10/27/2023

No	Description	ROM Estimate	Accepted	Pending	Rejected
01	Reduce Select Fill Requirement at Indoor Sports Field. Currently, calls for 72" of Select Fill at Sports Field	(200,000)	(200,000)		
02	Run the South, West and East Side Main Storm Lines Between the Main Drive and the Building. Similar to how the North Side is routed.	(30,000)			(30000.00)
03	Change Crawd Space and Suspended Slab Foundations to Slab on Grade - All Areas. ****Super Structure Columns will remain on piers.	(500,000)			(500,000)
03 A	Change Friction Piers to 13' Under Ream Piers/Auger Cast Piles	(300,000)		(300,000)	
04	Reduce Wind Pressures. The Allowable Stress Design Pressures on Sheet S1.3 seem to be higher than what is normally used in Inland 1	0			0
05	Reduce Length of Building B by 50' and Move 3HR fire Rated Separation along GL 5 to 10.9	(92,000)			(92,000)
05 A	Change 3 Hr Rated CMU Walls to 6-1/2" Concrete Tilt Wall and Relocate Metal Building End Wall to Grid Line 5	(83,000)		(83,000)	
06	Omit Exterior Aluminum Sun Control Device and Associated Steel Located Along West Wall	(60,000)			(60,000)
07	Change Burnished CMU to Integral Colored with Burnished Bands	(300,000)			(95,000)
08	Change Centre Insulated Metal Panels At Exterior Walls, as shown on A6.1, to Berridge HR-16 Panels with Rigid Insulation & Sheathing	(760,000)	(700,000)		
08 A	Change Metal Wall Panels at Interior Walls to Painted Gyp on Hat Channel on CMU Wall	(70,000)			(70,000)
08 B	Omit Interior Metal Panels (If Concrete Tilt Wall)	(180,000)			(180,000)
09	Allow Alternate Flooring by Stoneshard for Resinous Flooring	(37,000)			(37,000)
09 A	Allow Alternate Manufacturer for Resinous Flooring	(100,000)			(100,000)
09 B	Change Resinous Epoxy Flooring to Polished Concrete	(160,000)			(160,000)
09 C	Change Resinous Epoxy Flooring to True PC	(110,000)	(110,000)		
10	Change Vertical Folding (Skyfold) Partition at Multipurpose Rooms A202 & A204 to Operable Partition (Modernfold) similar to the one located in Meeting Room A124	(85,790)			(85,790)
11	Change Divider (3Ea) Porter#950670 190'x30' 3-phase, 3 HP Motor to (6Ea) Porter #670 95'x30' 3-phase, 3 HP Motor	(70,000)			(70,000)
11 A	Change Divider (3Ea) Porter#950670 190'x30' 3-phase, 3 HP Motor to (6Ea) Porter #670 95'x30' 3-phase, with 1 HP Motor in Lieu of 3 HP	(85,000)	(85,000)		
12	Omit Manual Window Shades and Blackout Curtains at Sports Field. Leave Conduit for Future Automatic Shades.	(21,000)	(21,000)		
13	Use Hellas' The Wave Shock Pad in Lieu of Specified Cushdrain	(49,285)			(49,285)
14	Change Observation Platforms in Area B to Pre Fabricated Coaching/Band Director Towers (50 Yard Line)	(52,980)	(52,980)		
14 A	Change Observation Platforms in Area B to Pre Fabricated Coaching/Band Director Towers (Endzone)	(20,800)			(20,000)
14 B	Omit Observation Platform at Endzone	(70,000)	(70,000)		
15	Change Back Up at Exterior Walls from 6" CMU to Metal Stud Wall with Impact Board	(25,000)			(25,000)
15 A	Change Interior CMU Walls to Metal Stud Wall with Impact Board (Excludes Wet Walls at Showers)	(167,000)			(167,000)
15 B	Change Interior CMU Walls at Corridors to Metal Stud Wall with Impact Board	(100,000)			(100,000)
16	Omit Overflow Roof Drains and Add Soudpers	(28,000)			(28,000)
17	Change Pre-Engineered Metal Building Radius Roof to a Pitch Roof	(750,000)			(750,000)
18	Use FieldTurf BeynonTrack Surface Systems and Shockbase Pro 25MM XM360-50-46 2" With 2Lbs of Sand and 3Lbs Ambient Rubber in Lieu of Hellas 19mm Cushdrain With Cool Play and EpiQTracks Q3000	(310,346)	(310,346)		
19	Alternate Light Fixture Package	(55,000)		(55,000)	
20	Reduce Pier Sizes Based on Reactions from PEMB Engineer Design	(85,000)		(85,000)	
21	Change Mechanical Screen Wall to Single Wythe, Reduce Height to 15', and Delete Cast Stone Cap	(32,000)			(32,000)
22	Change Slab at Mechanical Yard area to Flatwork. Foundation for Cooling Towers to Remain	(25,000)			(25,000)
23	Reduce the Height of the Curtainwall System by 2', Relocate Structural Support and Change to Storefront System	(80,000)		(80,000)	
24	Omit Extended Face Caps at Window Frame Types 3, 3A, 5, 13, 17 and Change These to Impact Rated Storefront	(18,000)			(18,000)
25	Change Baffle Ceilings to Another Ceiling Type with an Allowance of \$40/SF	(200,000)			(200,000)
26	Change Intumescent Paint at All Exposed Primary Structure to Cementitious Spray Applied Fire Proofing	(300,000)			(300,000)
27	Change the Specified Wall Guardian FW-100A Non Asphaltic Air Barrier to a W-R Meadows and Omit ABAA Requirement	(50,000)		(50,000)	
28	6" Drainable Fill Under Turf - Omit or Reduce	Pricing			
Allowances Included in Bid					
\$ 2,750,000	Allowance #1 - Owners Contingency	(250,000)	(250,000)		
\$ 915,000	Allowance #2 - Material Testing Allowance (Actual Quote \$362,250)	(552,742)	(552,742)		
\$ 1,185,000	Allowance #7 - Fixed Athletic Equipment (Actual Quote \$892,583)	(1,185,000)	(1,185,000)		
\$ 75,000	Allowance #3 - HVAC T&B	Pricing			
\$ 150,000	Allowance #4 - Interior Graphics and Building Sign	(150,000)	(150,000)		
\$ 670,000	Allowance #6 - HVAC Controls	Pricing			
\$ (2,137,742)	Fee, Bonds, Insurance Credit on Allowance Credits	Pricing			
Accepted Alternates					
3A	129k HVAC Alternate Parts and Labor 10yr Warranty	129,000	129,000		
		VE Contingency	300,000	238,286	
		Total	(7,319,723)	(3,319,762)	(3,194,675)

RECAP	
Fulton Bid	67,900,000
Target Budget	64,600,000
Min. Cost Savings Needed	3,300,000
Accepted Cost Savings	(3,319,762)
Contract Amount	64,580,238