



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER 145400

PAGE 1 OF 70

DATE: 7/1/2025

**SUBJECT: CONSIDERATION OF THE INITIAL GUARANTEED MAXIMUM PRICE AMENDMENT BETWEEN TARRANT COUNTY HOSPITAL DISTRICT, D/B/A JPS HEALTH NETWORK AND AUSTIN COMMERCIAL, LP FOR THE NEW HOSPITAL ADDITION PROJECT**

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve the Initial Guaranteed Maximum Price (IGMP) Amendment between Tarrant County Hospital District, d/b/a JPS Health Network (TCHD) and Austin Commercial, LP for the New Hospital Addition Project as part of the JPS Master Facilities Plan.

**BACKGROUND**

On August 6, 2024, the Commissioners Court, through Court Order #143548, approved a Construction Manager at Risk Agreement for pre-construction services related to the Main Campus Replacement Hospital and Pavilion North Expansion.

TCHD is completing a New Hospital Addition Project and this Amendment provides for an Initial Guaranteed Maximum Price (IGMP) for labor, material, supervision, and planning for site enablement work where the New Hospital Addition will be constructed. This Amendment involves construction in an amount exceeding \$500,000.00 which requires Commissioners Court approval.

The TCHD Board of Managers approved the attached IGMP Amendment at its June 12, 2025, Board of Managers meeting. TCHD Counsel reviewed the Agreement and approved it as to form.

**FISCAL IMPACT**

Funding in the amount of \$40,559,257.00 is available in TCHD's approved Master Facilities Plan budget.

SUBMITTED BY	Administrator	PREPARED BY:	Vanessa Perez
		APPROVED BY:	Vanessa Perez



## **AMENDMENT 1 – IGMP PROPOSAL AMENDMENT**

This **IGMP PROPOSAL AMENDMENT** (“Amendment”) is entered into as of the **12<sup>th</sup>** day of **June, 2025** (the “Effective Date”) and modifies that certain *AIA A133-2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor*, dated as of August 9<sup>th</sup>, 2024, between **TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK** as “Owner” and **AUSTIN COMMERCIAL, LP** as “Construction Manager” (the “Agreement”) whereby Construction Manager has agreed to provide Owner with certain construction services as described in the Agreement and related to the **MAIN CAMPUS REPLACEMENT HOSPITAL AND PAVILION NORTH EXPANSION** project located at 1575 S. Main Street in Fort Worth, Texas 76104 (the “Project”).

WHEREAS, Construction Manager was authorized under the terms of the Agreement to perform certain Construction Services for the Project as described in Article 1 of the Agreement;

WHEREAS, the Owner and Construction Manager now desire to amend the Agreement for the purpose of authorizing an Initial Guaranteed Maximum Price Proposal for an Enabling Package to the Project;

NOW THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, Owner and Construction Manager hereby agree to amend the Agreement as follows:

1. Section 15.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as modified for this Project;

.2 The following Exhibits:

**Exhibit A:** Final Guaranteed Maximum Price Amendment, once executed

**Attachment 1:** Final Guaranteed Maximum Price Breakdown

**Attachment 2:** Accepted Alternates

**Attachment 3:** Unit Prices

**Attachment 4:** Assumptions/Clarifications/Qualifications

**Attachment 5:** Construction Manager’s General Conditions Costs

**Attachment 5.1:** Construction Manager’s Labor Burden Schedule

**Attachment 6:** Allowances

**Attachment 7:** Project Schedule

**Attachment 8:** List of Key Personnel

**Attachment 9:** List of Drawings and Specifications

**Attachment 10:** Construction Manager-Owned Equipment Rental Rates

**Attachment 11:** Approved Work Package Authorizations in Final Guaranteed Maximum Price



- Attachment 12:** Construction Manager’s Quality Control Plan
- Exhibit B:** Insurance and Bonding Requirements
  - Exhibit B-1:** Form of Performance Bond
  - Exhibit B-2:** Form of Payment Bond
  - Exhibit B-3:** Form of Bid Bond
- Exhibit C:** Owner’s Special Conditions
- Exhibit D:** Owner-Provided Information
- Exhibit E:** Preconstruction Invoice Format
- Exhibit F:** Preconstruction Hourly Rates/Salaries/Wages
- Exhibit G:** Work Package Authorization Template *(Table deleted)*
- Exhibit H:** General Conditions Cost Template
- Exhibit I:** Initial Guaranteed Maximum Price Proposal(s)

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified for this Project.

2. Pursuant to Section 3.2.1 of the Agreement, Construction Manager is providing an Initial Guaranteed Maximum Price Proposal attached to this amendment and further described in **Exhibit I-1 – IGMP Proposal - Site Enablement**. The Parties agree that future IGMP Proposals are to be incorporated as sub-exhibits to Exhibit I of the Agreement as needed for the Project.

3. Entire Amendment: This Amendment is hereby added to the Agreement.

Except as specifically modified by this Amendment, all terms of the Agreement remain in full force and effect.

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

**Owner:**

**Construction Manager:**

**TARRANT COUNTY HOSPITAL DISTRICT D/B/A  
JPS HEALTH NETWORK**

**AUSTIN COMMERCIAL, LP.**

\_\_\_\_\_  
**Karen Duncan, M.D.**  
President and CEO

\_\_\_\_\_  
**Robert Ty Taylor**  
Vice President of Risk Management



**EXHIBIT I-1**

**IGMP PROPOSAL – SITE ENABLEMENT**



## IGMP PROPOSAL - SITE ENABLEMENT

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SECTION 1

# **Executive Summary**

# 01



# Partnering to Transform Care

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Fort Worth, TX 76102

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Project Director  
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## RE: JPS Enabling Package iGMP Deliverable

Austin, in partnership with Alpha & Omega, Basecom, GCC Enterprise, and Potere, is pleased to provide our Enabling Package iGMP Deliverable.

This document presents the **Proposed Initial Guaranteed Maximum Price (iGMP)** for the JPS Hospital Addition located in Fort Worth, Texas. It is intended to serve as a formal submission to JPS, in accordance with the terms outlined in the Construction Manager at Risk (CMAR) agreement, section 3.2.2, dated 8/23/24.

This proposed Initial GMP is based on Design Development drawings and specifications prepared by the architect, Beck, dated 2/26/25, and reflects all available information as of that date.

The iGMP includes all anticipated costs associated with the completion of the project, including but not limited to:

- Direct construction costs
- General conditions
- Contractor's fee
- Contingencies
- Allowances
- Alternates

This Proposed Initial GMP does **not** exceed the Owner's budget for the project and is subject to adjustments only as permitted under the contract terms. Austin Commercial affirms that it has exercised due diligence in preparing this estimate, including coordination with subcontractors, suppliers, and consultants as necessary.

Solicitation of proposals were done in accordance with JPS procurement and Austin Commercial's best practice processes. The project was advertised by use of Tarrant County Commercial Recorder and Social Media (LinkedIn & Facebook). In addition, Trade Agencies/Organizations were notified of the bid opportunities. Subcontractor/trade partners were invited to submit proposals for the bid package thru Building Connected software. Each Subcontractor Score Card includes MWVBE Inclusion Participation/Percentage that meet or exceed JPS Health Network goal of 25%.

This document shall serve as the foundation for further negotiation and refinement leading to the Final Guaranteed Maximum Price agreement. Thank you for the opportunity to present our iGMP for the Enabling Package Scope of Work. Our team is excited to get started on the first package to start the Hospital Addition and work as team member on the JPS team.



SECTION 2

**Estimate**

**Summary & Detail**

02



# ENABLING PACKAGE IGMP



## JPS Hospital Addition

JPS Hospital Addition

04/18/2025

Cost Area	Rate	BGSF	Cost	Cost/Sqft
<b>Cost of Work</b>				
ENABLING		1,096,053 BGSF	\$29,070,652	\$26.52
<b>Subtotal</b>		<b>1,117,220</b>	<b>\$29,070,652</b>	<b>\$26.02</b>
General Conditions			\$4,415,804	
Preconstruction				
<b>Subtotal</b>		<b>1,117,220</b>	<b>\$33,486,456</b>	<b>\$29.97</b>
Contractor's Contingency	3.00%		\$1,004,594	
Design Completion Contingency	7.00%		\$2,344,052	
<b>Subtotal</b>		<b>1,117,220</b>	<b>\$36,835,101</b>	<b>\$32.97</b>
Builder's Risk Insurance	0.30%		\$121,678	
Liability Insurance	in GCs		-	
Contractor Controlled Insurance Program	2.25%		\$862,177	
Subcontractor P & P Bonds	in COW		-	
Building Permits	Allow		\$500,000	
Warranty Reserve	Excluded		-	
Payment and Performance Bond	in GCs			
<b>Subtotal</b>		<b>1,117,220</b>	<b>\$38,318,956</b>	<b>\$34.30</b>
Construction Manager's Fee	3.21%		\$1,230,038	
Market Escalation Site-Enabling (through 2/26)	4.00%		\$1,010,263	
<b>Total Estimated Cost</b>		<b>1,117,220 BGSF</b>	<b>\$40,559,258</b>	<b>\$36.30</b>
<b>Total w/ Mark-ups</b>				
ENABLING		1,096,053 BGSF	\$39,548,994	\$36.08
Market Escalation Site-Enabling (through 2/26)	4.00%		\$1,010,263	
<b>Total Estimated Cost</b>		<b>1,117,220 BGSF</b>	<b>\$40,559,257</b>	



# COST OF WORK – ESTIMATE DETAIL



Project Code: **D2417**  
 Building: **JPS Hospital Addition**

Austin Commercial, L.P.  
 www.austin-ind.com

04/18/2025  
 Initial

Description	Quantity	Unit	Rate	Total
<b>WBS-1.1 Enabling</b>				
<b>GENERAL CONDITIONS DIRECT</b>				
SR FIELD ENGINEER	12.99	WEEK	\$3,567.99	\$46,348
FIELD ENGINEER	12.99	WEEK	\$2,717.61	\$35,302
BARRICADES/ TRAFFIC CONTROL	12.00	MNTH	\$3,500.00	\$42,000
TRAFFIC PLAN	1.00	LSUM	\$35,000.00	\$35,000
JERSEY BARRIERS	1,100.00	LNFT	\$10.82	\$11,908
SIDEWALK RENTAL	12.00	MNTH	\$2,500.00	\$30,000
PERIMETER FENCE- CHAIN LINK	2,500.00	LNFT	\$10.00	\$25,000
EXTERIOR BUILDING MOCK-UP	1.00	ALLO	\$300,000.00	\$300,000
INTERIOR MOCK-UPS	1.00	ALLO	\$288,000.00	\$288,000
CLEAN UP CREW (2 MEN)	43.00	WEEK	\$3,039.30	\$130,690
FORKLIFT	10.00	MNTH	\$5,016.63	\$50,166
<b>TOTAL GENERAL CONDITIONS DIRECT</b>				<b>\$994,414</b>
<b>DEMOLITION</b>				
PAVING DEMOLITION	223,913.00	SQFT	\$1.75	\$391,848
STRUCTURAL DEMOLITION	15,650.00	BGSF	\$5.00	\$78,250
EXISTING PIERS DEMO	544.00	EACH	\$2,000.00	\$1,088,000
TEMPORARY AMBULANCE ENTRANCE DRIVE /RAMP NORTHWEST CORNER	1.00	ALLO	\$10,000,000.00	\$10,000,000
SELECTIVE DEMOLITION - EXTERIOR	8,533.33	SQFT	\$15.00	\$128,000
<b>TOTAL DEMOLITION</b>				<b>\$11,686,098</b>
<b>FIRE SUPPRESSION</b>				
FIRE PROTECTION SYSTEM	1.00	SUBQ	\$232,500.00	\$232,500
FIRE PROTECTION SYSTEM SUPPLY PIPING	400.00	LNFT		
FIRE PROTECTION SYSTEM MAKE SAFE DRY SYSTEM AT CANOPY	2,700.00	SQFT		
<b>TOTAL FIRE SUPPRESSION</b>				<b>\$232,500</b>
<b>MECHANICAL SYSTEM</b>				
MECHANICAL SYSTEM	1.00	SUBQ	\$3,506,869.00	\$3,506,869
HYDRONIC PIPING AND PUMPS	580.83	LNFT		
COOLING TOWER RELOCATION	2.00	EACH		
TEST & BALANCE	1.00	INCL		
<b>TOTAL MECHANICAL SYSTEM</b>				<b>\$3,506,869</b>
<b>ELECTRICAL SYSTEMS</b>				
ELECTRICAL SYSTEM - MEDICAL	1.00	SUBQ	\$2,585,571.00	\$2,585,571
ELECTRIC DUCT BANK	200.00	LNFT		
4000A SWITCHGEAR	2.00	EACH		
800A DISCONNECT	1.00	EACH		



# COST OF WORK – ESTIMATE DETAIL



Austin Commercial, L.P.  
www.austin-ind.com

Project Code: D2417

04/18/2025

Building: JPS Hospital Addition

Initial

Description	Quantity	Unit	Rate	Total
4000A FEEDERS	287.38	LNFT		
800A FEEDERS - RATED CABLE	594.95	LNFT		
COOLING TOWER POWER	200.33	LNFT		
<b>TOTAL ELECTRICAL SYSTEMS</b>				<b>\$2,585,571</b>
<b>SITE EXCAVATION, GRADING, BACKFILL</b>				
CLEAR & GRUB	11.00	ACRE	\$4,000.00	\$44,000
CONSTRUCTION ENTRANCE	6.00	EACH	\$1,600.00	\$9,600
EXCAVATION EARTH	87,713.08	CUYD	\$3.75	\$328,924
HAUL-OFF CONTAMINATED SOILS (1/2 EXCESS)	61,399.16	CUYD	\$45.00	\$2,762,962
DISPOSE EXCESS EXCAVATION ON SITE (1/2 EXCESS)	61,399.16	CUYD	\$4.00	\$245,597
REMOVE EXISTING UTILITIES	4,372.50	LNFT	\$250.00	\$1,093,125
<b>TOTAL SITE EXCAVATION, GRADING, BACKFILL</b>				<b>\$4,484,208</b>
<b>SHORING &amp; BRACING</b>				
RETENTION SYSTEMS	23,520.00	SQFT	\$45.00	\$1,058,400
<b>TOTAL SHORING &amp; BRACING</b>				<b>\$1,058,400</b>
<b>SITE UTILITIES</b>				
FIRE WATER LINE	1,776.76	LNFT	\$775.00	\$1,376,989
FIRE WATER RPBP w/ HEATED ENCLOSURE	1.00	EACH	\$3,500.00	\$3,500
DOMESTIC WATER	1,784.91	LNFT	\$775.00	\$1,383,305
DOMESTIC WATER RPBP w/ HEATED ENCLOSURE	1.00	EACH	\$3,500.00	\$3,500
FIRE AND DOMESTIC WATER GATE VALVES	10.00	EACH	\$15,000.00	\$150,000
DOMESTIC AND FIRE WATER TEMPORARY FEED	1,335.00	LNFT	\$525.00	\$700,875
GAS LINE	2,009.83	LNFT	\$450.00	\$904,424
<b>TOTAL SITE UTILITIES</b>				<b>\$4,522,593</b>
<b>TOTAL WBS-1.1 Enabling</b>				<b>\$29,070,652</b>
<b>COST OF WORK SUBTOTAL</b>				<b>\$29,070,652</b>



SECTION 3

# **General Conditions Cost**

03



# GENERAL CONDITIONS COST BREAKDOWN

Please see the revised General Conditions breakdown with only Enabling package General Conditions included. Additional General Conditions will need to be included in future package issuances.

General Conditions Cost Categories	Enabling Package
<b>On-Site Project Management Staff:</b>	
Project Executive / Director	\$417,686
Sr. Project Manager (s)	\$512,335
Project Manager (s)	\$317,926
<b>Project Support Staff</b>	
Accountants(s)	\$47,131
Estimator(s)	
Expeditor(s)	
Loss Prevention Coordinator(s)	
Quality Control Engineer(s) / Coordinator(s)	\$143,635
Scheduler(s)	\$183,388
<b>Diversity Program Manager/Coordinator</b>	\$10,021
<b>Superintendent(s)</b>	\$621,423
<b>Assistant Superintendent(s)</b>	\$197,001
<b>Safety Manager / Coordinator / Assistant(s)</b>	\$65,980
<b>Bonds and Insurance</b>	
Builders Risk Insurance	On Summary Sheet
General Liability Insurance (unless OCIP)	On Summary Sheet
Payment and Performance Bonds	\$268,770
Other Project Insurance as Required by the Agreement	
<b>Temporary Project Utilities</b>	
Dumpsters (for trailer compound only)	\$13,000
Fencing and Covered Walkways (site perimeter and trailers only)	\$42,000
Monthly Telephone/ Internet Service	\$24,000
Project Electricity	\$89,600
Project Entrance(s)	in COW
Project Water	\$62,000
Site Erosion Control (BMP)	\$22,580
Street Rental and Barricades	\$42,000
Temporary Toilets	\$2,760
Telephone/Internet System Installation	\$113,770
Temporary Fire Protection	\$2,165
Trash Removal / Cleanup - Trailer Only	will be bid with COW
Temp Water Distribution and Meters Temp	in Project Water
Electrical Distribution and Meters	in Project Electricity
<b>Field Offices and Office Supplies</b>	
AGC Fees	included in Fee
Drinking Water and Accessories	\$62,136
Employee Identification System	\$13,540
First Aid Supplies	\$9,743
Job Photos / Videos	\$10,825
Mobilization and Demobilization	in COW
Monthly Office Supplies	\$19,485
Monthly Office Trailer Rental Costs	\$219,206
Move-In/Out and Office Setup & Personal Computers	\$501,093
Office Clean-up/ Janitorial Services	\$12,351
Project Specific Signage	\$47,300
Postage/Special Shipping	\$23,203
Project/As-Built Drawings	included
Partnering Costs	\$150,000
Project Reference Manuals	included
Project Milestone Events	included
Security System / Watchmen	\$18,000
Radios	in COW
Remote Parking Expenses	in COW
Reproduction Services	\$27,063
Safety Materials and Equipment	\$12,521
Storage Trailers	\$4,547
Copier Rental	\$61,491
Mobile Phones	\$24,130
<b>Total General Conditions:</b>	<b>\$4,415,804</b>



SECTION 4

# **CMR's Labor Burden Schedule**

04



# LABOR BURDEN SCHEDULE

JPS Hospital Addition  
Austin Commercial Job#2417  
Last Update: April 16, 2025

ITEM NO.	DESCRIPTION	ACIP (AUSTIN COMMERCIAL INSURANCE PROGRAM) 2025
1	Worker's Compensation	0.00%
2	FICA/Medicare	7.65%
3	Unemployment Taxes	0.48%
4	Employee Owner Accrued Income	14.89%
5	Fringe Benefits	29.25%
6	Total	52.27%



SECTION 5

# Qualifications & Assumptions

05



# NOTES OF CLARIFICATION

## CLARIFICATIONS

**Austin Commercial, L.P.**

**JPS Hospital Addition**

*DD Enabling Package IGMP  
Notes of Clarification  
April 18, 2025*

This IGMP for the DD Enabling Package is subject to the terms of our negotiated agreement including, but not limited to, the following Clarifications which are offered in support of or indicate exceptions to the following: DD Enabling Package dated 2/26/2025 and additional documents noted in the List of Documents.

### Division 1: General Notes

1. Breakdown of General Conditions has been updated to include staffing based upon the current scope of work and Project Schedule. See attached General Conditions Breakdown included in this package for reference and updated Exhibit H. Reference updated Project Schedule under Schedule of Work section. General Conditions for future packages will be included with said packages.
2. Field Offices are included for a duration of one year for this scope of work. All necessary trailers for future work packages are to be mobilized and set up with this package. Cost for additional term of rent will be included with future packages. Austin Commercial anticipates these trailers to occupy JPS property north of Rosedale Avenue as discussed with JPS Planning Design and Construction. Austin will provide necessary insurance according to the agreement and will not be charged a lease for the use of this property.
3. Austin Commercial includes the General Contractor's Performance and Payment Bond at 0.867% of contract value in accordance with Exhibit B, this is an estimated cost. Once bond is finalized for scope and duration of project bond amount will be reconciled. The cost included in this estimate is only for the scope of work included in this estimate. Full bond cost for future phases is not included.
4. Builders Risk is included at 0.30% of contract value per original proposal; however, this will be refined as scope and schedule specifics are finalized.
5. Austin Commercial includes General Liability and ACIP/CCIP (Contractor Controlled Insurance Program) cost in accordance with Exhibit B. This is included at 2.25% of the contract value, once a policy is purchased and a true rate is established, this will be reconciled. The amount included is only for the scope of work included in this estimate. Full ACIP/CCIP cost for future phases is not included.
6. Tax on incorporated material is not included as this is a county owned facility. A tax-exempt certificate will need to be provided prior to start of procurement.
7. Allowances of \$300,000 for exterior mock-ups and \$288,000 for interior / room mock-ups are included.
8. Austin Commercial includes a 7% design completion contingency and a 3% construction contingency. Design completion contingency is to be used for the further development of the documents between Design Development and Construction Documents.
9. Escalation is included through 2/2026 as an allowance on the summary sheet, this is to address typical market escalation and not intended to represent a tariff allowance. Due to the uncertainty of tariffs, amounts and application, this can be utilized to accommodate those impacts. However, it is not intended to guarantee the potential cost impacts of tariffs.
10. Utility and City impact fees are not included.
11. Building Permit allowance is included in the amount of \$500,000 and includes Third Party inspections and plan review fees.
12. Third Party inspection and material testing assumed to be by Owner. Provision of Geotechnical report is not included.
13. Utilities such as Gas, Water and Electricity for Pavilion are assumed to be metered and paid for by Owner once building systems are online and utilizing provided source equipment either in the CUP or hospital addition.
14. All necessary source equipment in the Central Utility Plant (CUP) is assumed to be suitable for reconnection, and maintenance and repair of existing equipment is not included.
15. Temporary and checkout Power usage cost is assumed to be by Owner. Temp power installation is included.
16. Temporary and checkout Water usage cost is assumed to be by Owner. Temp water installation is included.
17. Checkout Gas usage cost is assumed to be by Owner.



## CLARIFICATIONS

**Austin Commercial, L.P.**

**JPS Hospital Addition**

DD Enabling Package IGMP  
Notes of Clarification  
April 18, 2025

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18. This pricing is based on leaving the existing ambulance drive in place. There is no cost included for temporary ambulance entrances or measures. If new strategies for ambulance accommodation are identified additional costs will need to be included via change order or with future packages. **Allowance of \$10,000,000 is included for the temporary Northwest Ambulance Drive / Dropoff. Attached Temp. Ambulance Parking Plan and Details, Sheets AS1030 & AS1031, dated 5/9/25 are provided for reference only. Actual scope, costs and schedule to be reconciled against the allowance based upon final documents.**

### Division 2: Existing Conditions

1. All utility demolition and rerouting not performed by Utility companies is included in the Cost Estimate.
2. Transformers and Primary Meter Bases are assumed to be purchased by Others and installed by Oncor. This Estimate includes necessary feeder and duct banks to reconnect to the existing Pavillion.
3. Gas Meters are assumed to be paid for by Others and installed by Atmos.
4. Water Meters are assumed to be paid for by Others and installed by Utility Company.
5. Demolition of existing building noted for demolition are included.
6. Demolition of existing temporary asphalt parking lot is included, along with removal of light poles and bases.
7. Disconnect and removal of blue phone is included.
8. Demolition of interiors of existing Pavilion as indicated on documents is not included and will be addressed in a future IGMP package.
9. Demolition of items indicated in the yard around the cooling towers, the existing ambulance drive and parking area are included as indicated on the drawings.
10. Demolition of existing cooling towers is included after connection of new cooling towers.
11. Demolition of existing piers to bottom of excavation is included, additional depth required due to underground utilities, tunnels or other work will be addressed at a later date.
12. Demolition of mechanical, plumbing and electrical items indicated on the exterior of the buildings are included. Demolition of interior mechanical, electrical and plumbing items related to future interior renovations inside the Pavilion are not included.
13. Demolition of existing Morphy Garage and associated underground utilities is not included.

### Division 3: Concrete

1. Limited patch and repair of existing concrete paving and sidewalks is included. No new paving, sidewalks, or other new construction is included.

### Division 4: Masonry

1. No work included in this division.

### Division 5: Structural and Miscellaneous Metals

1. Structural metal for support of condenser water piping and accessories for the cooling tower is included.
2. No structural work for items not associated with the cooling towers is included.

### Division 6: Woods and Plastics

1. No work is included for this division.

### Division 6: Millwork

1. No work is included for this division.



## CLARIFICATIONS

**Austin Commercial, L.P.**

**JPS Hospital Addition**

*DD Enabling Package IGMP*

*Notes of Clarification*

*April 18, 2025*

This IGMP for the DD Enabling Package is subject to the terms of our negotiated agreement including, but not limited to, the following Clarifications which are offered in support of or indicate exceptions to the following: DD Enabling Package dated 2/26/2025 and additional documents noted in the List of Documents.

### **Division 7: Waterproofing, Metal Panels and Roofing**

1. Limited fire caulking for penetrations of relocated piping is included.
2. Limited caulking for piping penetrations of exterior walls is included.

### **Division 8: Glazing and Doors**

1. No work is included for this division.

### **Division 9: Finishes**

1. 2 hour rated shaft wall enclosure for the 2 hour rated feeder cable to the fire pump is included, but only where needed for vertical transitions. Cable is rated that no enclosure is needed for horizontal applications.
2. No other work is included for this division.

### **Division 10: Specialties**

19. No work is included for this division.

### **Division 11: Equipment**

1. No work is included for this division.

### **Division 12: Furnishings**

1. No work is included for this division.

### **Division 13: Special Construction**

1. No work is included for this division.

### **Division 14: Elevators**

1. No work is included for this division.

### **Division 21: Fire Protection**

20. Proposal includes alternate solution to utilize CEP tunnel to route temporary water supply from existing fire sprinkler manifold that is connected to the northwest fire pump to feed the existing risers in the Pavilion and existing Central Utility Plant.
21. Heat trace is not included in proposal as new piping will be installed inside conditioned spaces.
22. Demolition of existing dry system is included for the existing canopy.
23. Scope and cost is not included for the relocation of the three (3) fire department connection on the north side of the Pavilion. At this point scope is not defined as FDC's will potentially move to southeast corner of the existing parking garage.

### **Division 22 and 23: Plumbing and Mechanical**

24. Proposal includes three (3) new air-cooled cooling towers as specified as indicated per drawings and specifications. New chilled water piping to run exposed and connected to existing building from cooling tower location as indicates on plans to the tie point the existing chilled water system shown on drawings. Heat trace



## CLARIFICATIONS

**Austin Commercial, L.P.**

**JPS Hospital Addition**

*DD Enabling Package IGMP*

*Notes of Clarification*

*April 18, 2025*

This IGMP for the DD Enabling Package is subject to the terms of our negotiated agreement including, but not limited to, the following Clarifications which are offered in support of or indicate exceptions to the following: DD Enabling Package dated 2/26/2025 and additional documents noted in the List of Documents.

and insulation will be included on exterior piping. See Alternate Pricing for additional option for cooling tower locations.

- 25. Proposal includes new pumps and VFD will be provided for an operational system.
- 26. Demo of existing cooling towers, platforms, pumps, and abandoned piping is included in proposal.
- 27. Proposal includes support structure for cooling towers.
- 28. Gas piping is included from new gas meter location (NE side of pavilion) as indicated on drawings to the Pavilion central plant to feed existing equipment.
- 29. Proposal includes controls tie-in of new cooling towers, pumps and accessories.
- 30. Make up water piping is included.
- 31. Shoring of concrete parking garage structure is included in Alternate #1 pricing breakdown.
- 32. Proposal does not include cost for maintenance of cooling tower once new towers are in operation.

### **Division 26: Electrical**

- 33. Two new 4000A switchgear and one 800A disconnect for fire pump is included. Proposal includes Siemens switchgear equipment with expedited fabrication to achieve an approx. 47 week lead time of switchgear equipment. Voluntary alternate provided to provide 4000A switchboards in lieu of switchgear to reduce cost and lead time of electrical equipment.
- 34. Pricing includes secondary feeder installation from new Oncor provided transformers in service yard to the new 4000A switchgear.
- 35. Pricing includes feeder cable sizes per Feeder Schedule as indicated on E6.01.
- 36. A direct feeder for the fire pump from the transfer to the new 800A disconnect is provided. From the disconnect to the fire pump 2 hours fire rated electrical feeders will be provided.
- 37. Pricing excludes any work associated with Oncor service conduit, wiring, connections, etc. for the new service transformers.
- 38. Pricing includes concrete transformer pads for new transformers. Provided by Oncor.
- 39. Pricing includes combination for conduit/wiring and bus duct (in lieu of cable bus as indicated in drawings) in the tunnel for feeder installation. Bus duct being used due to space limitations in tunnel.
- 40. Pricing excludes demo and removal of existing primary feeders and transformers feeding Pavilion.
- 41. Pricing includes the removal of the secondary wiring from the secondary side of the existing transformers.
- 42. Pricing includes new electrical feeds from existing panels to new cooling towers/pumps. Base bid includes piping and wiring to equipment. Pricing for top of cooling tower installation on top level of garage option is included in Alternate #1.
- 43. Pricing includes budget for lightning protection adds or modifications to existing system.
- 44. Pricing includes budget for grounding modifications if necessary.

### **Division 27 & 28: Low Voltage Systems**

- 1. No work in this division is included.

### **Division 31: Site Excavation and Grading**

- 45. Budget for building excavation is included this will be rebid at future document phases when more information is defined and reconciled with the design completion contingency included.
- 46. Removal of spoils to certified landfill is included.
- 47. Excavation to bottom of building elevation as indicated is included. No underground tunnels, trenching for underground utilities, etc. is included.



## CLARIFICATIONS

### **Austin Commercial, L.P.**

### ***JPS Hospital Addition***

*DD Enabling Package IGMP  
Notes of Clarification  
April 18, 2025*

This IGMP for the DD Enabling Package is subject to the terms of our negotiated agreement including, but not limited to, the following Clarifications which are offered in support of or indicate exceptions to the following: DD Enabling Package dated 2/26/2025 and additional documents noted in the List of Documents.

- 48. Removal of piers to bottom of building excavation limits is included, piers outside building footprint will not be removed.
- 49. Budget assumes ½ of excavation material will not be reused on site. If more than ½ of excavation material is needed to be removed it will be addressed in a future IGMP.
- 50. Full site grading package has not been issued. Full site grading will be bid in future packages when documents are developed.
- 51. Retention system for the site grading as currently indicated is included as a budget. This will be reconciled with future documents via the design completion contingency.

#### **Division 32: Site Improvements and Landscaping**

- 1. No new work in this division is included.

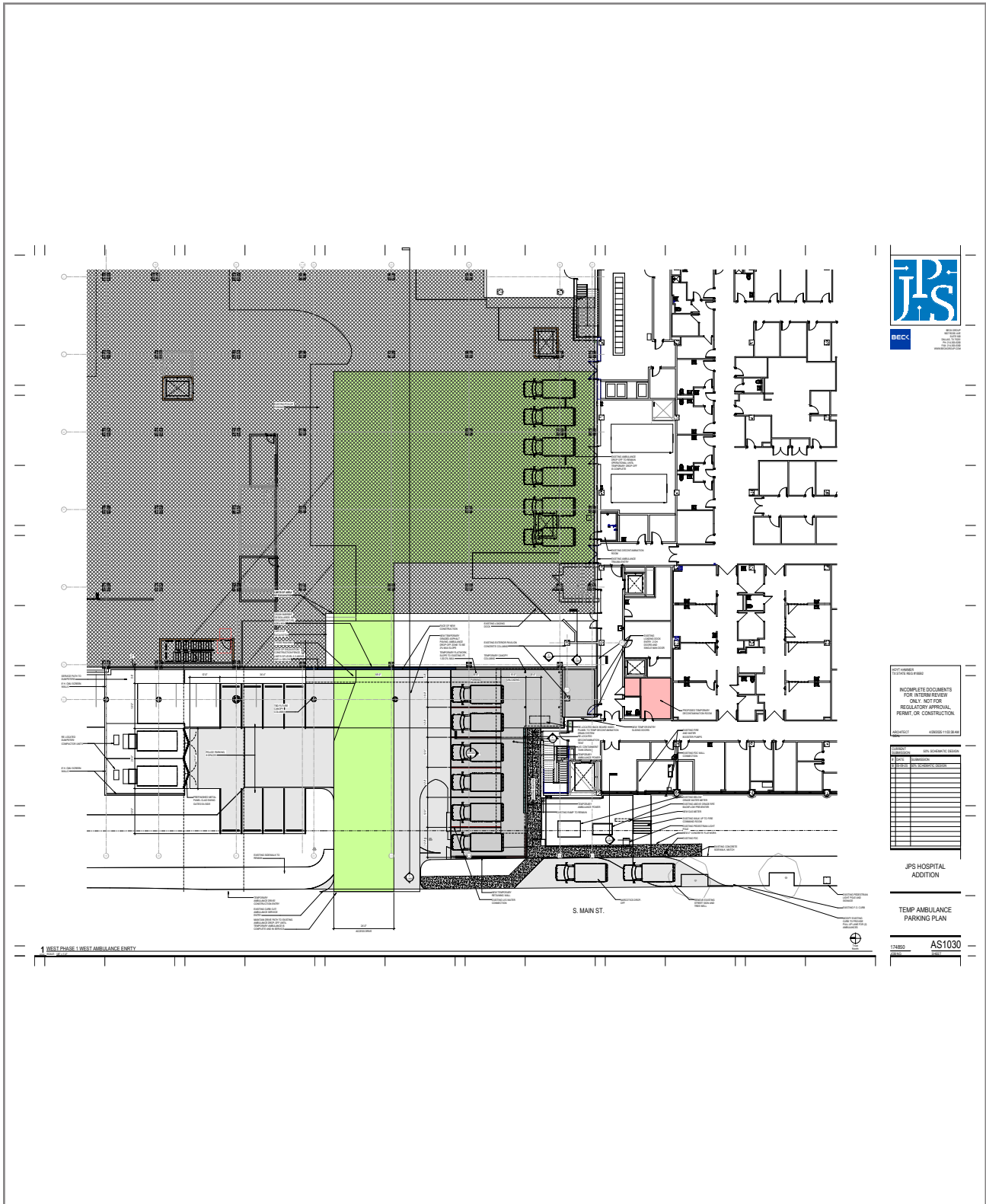
#### **Division 33: Utilities**

- 52. Pricing for the site utility domestic and fire water is budgetary pricing based on drawings provided in this package.
- 53. Scope includes tapping (2ea) existing 16" city water line in Main Street to provide new 8" Domestic Water and new 10" Fire Water to be supplied from southwest corner of property. These water lines are to run at the south most property line and head north in St Joseph Court and enter into existing Central Utility Plant. Water lines to continue northward as indicated for future connection into the new Central Utility Plant.
- 54. Due to the overall length of design and city approvals the work referenced above is anticipated to provide a constraint against the scheduled start of excavation. To solve this issue a temporary feed for both fire and domestic water piping is included to route from the southwest side of the Pavilion to the existing Central Utility Plant. This piping will connect to the existing domestic and fire service on the JPS side of existing meters. This pricing and scope are based on sketches provided by TNP Engineers at the March 30, 2025 civil component meeting. Sanitary sewer piping rework as shown on this sketch is not included in this pricing.
- 55. Pricing for demolition of existing storm, water, sanitary, inlets, and manholes is included in this budget.
- 56. Gas service as indicated on Atmos drawing is included to the meter shown. Additional gas line requirements will be addressed in a future IGMP or by the CUP contractor.
- 57. No water or gas scope is included in this proposal at the northwest corner of the existing building and ambulance drive. This scope is currently not needed in the current Enabling Plan and will be picked up at a later date.
- 58. No new storm sewer, sanitary sewer or other utility work is included in this IGMP.
- 59. Limited temporary connections of storm sewer to allow stormwater to effectively run off site are included.

#### **List of Documents:**

See list of documents under Tab 9.

#### **End of Clarifications**







SECTION 6

# **Scope Cards & BVR Forms**

06



# ELECTRICAL BVR FORM



## JPS Hospital Addition BEST VALUE RECOMMENDATION (BVR) SCORECARD

### BID FOR AWARD | ELECTRICAL

Last Update: 4/18/25

NO.	EVALUATION CRITERIA	TOTAL POSSIBLE POINTS	Bidders			
			Brandt	Prism	Div. / Alpha Omega	JMEG
1	Proposal Cost and Value	35	27	24	25	33
2	Team Experience	30	27	27	25	25
3	Schedule and Project Approach	25	25	25	25	25
4	Safety EMR Criteria and Approach	10	10	7	7	9
	<b>Total Possible Base Points</b>	<b>100</b>				
	<b>Total Points Earned</b>		<b>89</b>	<b>83</b>	<b>82</b>	<b>92</b>

Above grading of Bidders based upon Evaluation Criteria of RFP responses, proposal and scope interviews.

 Recommended Subcontractor for this scope of work.

#### REVIEWED BY AUSTIN COMMERCIAL:

Name and Date

---

#### REVIEWED BY BECK:

Name and Date

---

#### REVIEWED BY JPS:

Name and Date

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# ELECTRICAL SCOPE CARD

PROJECT: JPS Expansion Hospital - Enabling Package		DIVISION #: 26		Updated: 4/18/25					
DATE: March 25, 2025		TRADE: ELECTRICAL							
		Subcontractor No. 1		Subcontractor No. 2		Subcontractor No. 3		Subcontractor No. 4	
Company Name:		Brandt Electrical		Prism		Diversified / Alpha & Omega		JMEG	
Contact:		Eric Spaeth		Cameron Vrzak		Keun Lee		Drew Rawlinson	
Phone Number / Cell Number:		972-395-6095 ext. 6095		214-686-2393		972-863-1164		214-883-5204	
Email		eric.spaeth@brandt.us		cvrzak@prismelectric.com		keun.lee@ao-ind.com		drew.rawlinson@jmeq.us	
<b>BASE BID</b>									
SUBCONTRACTOR'S BASE BIDS		\$ 3,311,069		\$ 5,379,275		\$ 3,109,881		\$ 1,776,858	
<b>TERMS &amp; CONDITIONS</b>									
CAN MEET PROJECT SCHEDULE	YES		YES		YES		Y		
COST OF LIABILITY INSURANCE	EXCL.		EXCL.		EXCL.		EXCL.		
ACIP / OCIP	INCL.		INCL.		INCL.		INCL.		
PAYMENT & PERFORMANCE BOND	INCL.		INCL.		INCL.		INCL.		
SALES TAX INCLUDED OR EXCLUDED	EXCL.		EXCL.		EXCL.		EXCL.		
TEXTURA PAYMENT MANAGEMENT SOFTWARE UTILIZED	YES		YES		YES		YES		
TEXO SAFETY FIRST IS INCLUDED	YES		YES		YES		YES		
MINORITY PARTICIPATION	30%		25%		100%		30%		\$ 18,959
PRICE IS FIRM FOR ? DAYS	90 DAYS		90 DAYS		90 DAYS		90 DAYS		
PRE BID RFIS & ADDENDA ACKNOWLEDGED 3/19/25	YES		YES		YES		YES		
LABOR, MATERIAL, & EQUIPMENT	YES		YES		YES		YES		
PERMITS & FEES	YES		YES		YES		YES		
PER PLANS & SPECS	YES		YES		YES		YES		
HOISTING INCLUDED	YES		YES		YES		YES		
SCAFFOLDING / ACCESS INCLUDED	YES		YES		YES		YES		
FIELD ENGINEERING / LAYOUT	YES		YES		YES		YES		
ENGINEERING / SHOP DRAWINGS	YES		YES		YES		YES		
LEED REQUIREMENTS INCLUDED	N/A		N/A		N/A		N/A		
DAILY CLEAN UP TO PROVIDED DUMPSTER	YES		YES		YES		YES		
WATER DAMAGE PREVENTION PROGRAM REQ ACKNOWLEDGED	YES		YES		YES		YES		
<b>SPECIFICATION SECTIONS</b>									
<b>SCOPE</b>									
Make Safe parking lot lights and emergency call station for demolition by others	YES		YES		ADD*	\$ 40,000	YES		
Disconnect (2) Existing feeders from Oncor transformers for demolition by others	YES		YES		YES		YES		
Make Safe (2) existing exterior light fixtures (Drwg. AD7.01, detail 1) for demolition by others	YES		YES		YES		YES		
F/I (2) ea. Feeder from new Oncor provided transformer to new Main Switchgear	YES		YES		YES		YES		
F/I (2) ea. Feeder from new Switchboard to existing building switchgear	YES		YES		YES		YES		
F/I (2) ea. New Main Circuit Switchgear	YES		YES		ADD*	\$ 356,000	ADD+	\$ 356,383	
F/I (1) 2 - Hour rated feeder from Oncor provided transformer to new disconnect switch	YES		YES		YES		YES		
F/I (1) 2 - Hour rated feeder from new disconnect switch to fire control pump	YES		YES		YES		YES		
Demo includes make-safe only. Removal to be performed by others.	YES		YES		YES		YES		
Power Mechanical Equipment Cooling Tower, Pumps, Etc.	YES		YES		YES		YES		
Secondary Feed Protection	YES		YES		ADD*	\$ 27,000	ADD+	\$ 26,878	
Lighting Protection	YES		YES		ADD*	\$ 40,000	ADD*	\$ 40,000	
Grounding	YES		YES		ADD*	\$ 25,000	ADD*	\$ 25,000	
Disconnect and Removal of Secondary Feeders	YES		YES		ADD*	\$ 54,000	ADD+	\$ 53,854	
Bus Duct In Lieu of Cable Bus at Tunnel	YES		YES		ADD*	\$ 45,000	ADD+	\$ 45,000	
Expedite Switchgear	NOT INCL.	\$ -	NOT INCL.		NOT INCL.	\$ -	NOT INCL.	\$ -	
Remote Generator for Power Shutdowns	YES		YES		ADD*	\$ 200,000	ADD*	\$ 200,000	
Raceway for Control Wiring	YES		YES		ADD*	\$ 5,000	ADD+	\$ 4,600	
Disconnect for fire pump	YES		YES		ADD*	\$ 18,000	ADD+	\$ 18,039	





# FIRE PROTECTION BVR FORM



## JPS Hospital Addition BEST VALUE RECOMMENDATION (BVR) SCORECARD

### BID FOR AWARD | FIRE PROTECTION

Last Update: 4/18/25

NO.	EVALUATION CRITERIA	TOTAL POSSIBLE POINTS	Bidders			
			NFS	T3		
			POINTS EARNED	POINTS EARNED	POINTS EARNED	POINTS EARNED
1	Proposal Cost and Value	35	30	28		
2	Team Experience	30	25	28		
3	Schedule and Project Approach	25	22	24		
4	Safety EMR Criteria and Approach	10	8	8		
	<b>Total Possible Base Points</b>	<b>100</b>				
	<b>Total Points Earned</b>		<b>85</b>	<b>88</b>	<b>0</b>	<b>0</b>

Above grading of Bidders based upon Evaluation Criteria of RFP responses, proposal and scope interviews.

  Recommended Subcontractor for this scope of work.

**REVIEWED BY AUSTIN COMMERCIAL:**

Name and Date \_\_\_\_\_

**REVIEWED BY BECK:**

Name and Date \_\_\_\_\_

**REVIEWED BY JPS:**

Name and Date \_\_\_\_\_



# FIRE PROTECTION SCOPE CARD

PROJECT: <b>JPS EXPANSION HOSPITAL - ENABLING PACKAGE</b>		DIVISION #: <b>21</b>		Updated: 4/18/25					
DATE: <b>March 18, 2025</b>		TRADE: <b>FIRE PROTECTION</b>							
		<b>Subcontractor No. 1</b>		<b>Subcontractor No. 2</b>		<b>Subcontractor No. 3</b>		<b>Subcontractor No. 6</b>	
Company Name:		<b>T3</b>		<b>NFS</b>		<b>NorthStar Fire</b>		<b>Apex Building</b>	
Contact:		Pallyn Tabor Gist		Ian Conley					
Phone Number / Cell Number:		972-822-1539		972-951-6255					
Email:		pallyn@t3fire.com		iconley@natfiresafety.com					
<b>BASE BID</b>									
SUBCONTRACTOR'S BASE BIDS		\$ 220,000		\$ 117,320		<b>NO BID</b>		\$ -	
<b>TERMS &amp; CONDITIONS</b>									
CAN MEET PROJECT SCHEDULE		YES		YES					
COST OF LIABILITY INSURANCE INCLUDED OR EXCLUDED		YES (INCL)		YES (INCL)					
ACIP / OCIP ADD or DEDUCT		N/A		N/A					
PAYMENT & PERFORMANCE BOND EXCLUDED		NO (INCL)		NO (INCL)					
SALES TAX INCLUDED OR EXCLUDED		YES (EXCL)		YES (EXCL)					
TEXTURA PAYMENT MANAGEMENT SOFTWARE UTILIZED		YES		YES					
TEXO SAFETY FIRST IS INCLUDED		YES		YES					
MINORITY PARTICIPATION		NO		NO					
PRICE IS FIRM FOR ? DAYS		30		30					
PRE BID RFIS & ADDENDA ACKNOWLEDGED RFI'S 3/19/25		YES		YES					
LABOR, MATERIAL, & EQUIPMENT		YES		YES					
PERMITS & FEES		YES		YES					
PER PLANS & SPECS		YES		YES					
HOISTING INCLUDED		YES		YES					
SCAFFOLDING / ACCESS INCLUDED		YES		YES					
FIELD ENGINEERING / LAYOUT		YES		YES					
ENGINEERING / SHOP DRAWINGS		YES		YES					
LEED REQUIREMENTS INCLUDED		N/A		N/A					
DAILY CLEAN UP TO PROVIDED DUMPSTER		YES		YES					
WATER DAMAGE PREVENTION PROGRAM REQ ACKNOWLEDGED		YES		YES					
<b>SPECIFICATION SECTIONS</b>									
<b>SCOPE</b>									
<b>SITE</b>									
Demo/Make Safe Dry System @ Existing Canopy		YES		YES					
8" Fire Piping Quantity (Additional Piping Required for Riser Connections)		Included		ADD+		\$ 45,000			
Connection to Fire Risers		YES		ADD+		\$ 20,000			
Heat Trace & Insulation (Exterior)		Not Required		Not Required					
Relocation FDC Connections on North Side of Pavilion		Excluded		Excluded					
<b>COORDINATION ITEMS</b>									
SCH40 PIPE		ADD*		\$5,000		ADD*		\$ 10,500	
PAINTED PIPE (INSIDE CUP)		ADD*		\$7,500		ADD*		\$ 7,500	
CORING AS NEEDED		YES				ADD*		\$ 7,000	
FIRE CAULK PENETRATIONS		YES				YES			
AHJ TESTING		YES				YES			
PERMITS		YES				YES			
ENGINEERED DRAWINGS		YES				YES			



ADJUSTMENTS (From Adjustments Column)		\$ 12,500		\$ 90,000		\$ -	\$ -
BASE BID (From Above)		\$ 220,000		\$ 117,320		\$ -	\$ -
ADD/DEDUCT		\$ -		\$ -		\$ -	\$ -
BOND COST		EXCL		EXCL		EXCL	EXCL
<b>TOTAL</b>		<b>\$ 232,500</b>		<b>\$ 207,320</b>		<b>\$ -</b>	<b>\$ -</b>

ALTERNATES		Subcontractor No. 1	Subcontractor No. 2	Subcontractor No. 3	Subcontractor No. 6
1	Alternate 1				
2	Alternate 2				
3	Alternate 3				

MISC. & VOLUNTARY ALTERNATES		Subcontractor No. 1	Subcontractor No. 2	Subcontractor No. 3	Subcontractor No. 6
1	Unit Price 1				
2	Unit Price 2				
3	Unit Price 3				



# MECHANICAL BVR FORM



JPS Hospital Addition

## BEST VALUE RECOMMENDATION (BVR) SCORECARD

### BID FOR AWARD | ENABLING HVAC & PLUMBING

Last Update: 4/18/25

NO.	EVALUATION CRITERIA	TOTAL POSSIBLE POINTS	Bidders			
			Brandt	Momentum	Staxmatic	TDI
1	Proposal Cost and Value	35	29	20	33	27
2	Team Experience	30	29	25	26	28
3	Schedule and Project Approach	25	26	25	30	26
4	Safety EMR Criteria and Approach	10	10	7	8	9
<b>Total Possible Base Points</b>		<b>100</b>				
<b>Total Points Earned</b>			<b>94</b>	<b>77</b>	<b>97</b>	<b>90</b>

Above grading of Bidders based upon Evaluation Criteria of RFP responses, proposal and scope interviews.

  Recommended Subcontractor for this scope of work.

**REVIEWED BY AUSTIN COMMERCIAL:**

Name and Date \_\_\_\_\_

**REVIEWED BY BECK:**

Name and Date \_\_\_\_\_

**REVIEWED BY JPS:**

Name and Date \_\_\_\_\_



# MECHANICAL SCOPE CARD

PROJECT: <b>JPS Expansion Hospital - Enabling Package</b>	DIVISION #: <b>22</b>	Updated: 4/17/25						
DATE: <b>March 25, 2025</b>	TRADE: <b>PHVAC</b>							
	<b>Subcontractor No. 1</b>	<b>Subcontractor No. 2</b>		<b>Subcontractor No. 3</b>		<b>Subcontractor No. 4</b>		
Company Name:	<b>Brandt</b>	<b>Momentum</b>		<b>Staxmatic</b>		<b>TDI</b>		
Contact:	Josh Aleman / Mike Kimmell	Mark Rutledge / Richard Coker		Marcus Searle		Josh Czajka		
Phone Number / Cell Number:	469-967-1878	972-571-1045		214-771-6688		817-307-0466		
Email:	josh.aleman@brandt.us	mrutledge@momentummechanical.co		msearle@staxmatic.com		josh.czajka@tdindustries.com		
<b>BASE BID</b>								
SUBCONTRACTOR'S BASE BIDS	\$ 4,141,436		\$ 6,853,021		\$ 2,603,764		\$ 3,722,339	
<b>TERMS &amp; CONDITIONS</b>								
CAN MEET PROJECT SCHEDULE	Y		Y		Y		Y	
COST OF LIABILITY INSURANCE	INCL.		INCL.		INCL.		INCL.	
ACIP / OCIP	INCL.		INCL.		INCL.		INCL.	
PAYMENT & PERFORMANCE BOND EXCLUDED	INCL.		INCL.		INCL.		INCL.	
SALES TAX	EXCL.		EXCL.		EXCL.		EXCL.	
TEXTURA PAYMENT MANAGEMENT SOFTWARE UTILIZED	Y		Y		Y		Y	
TEXO SAFETY FIRST IS INCLUDED	Y		Y		Y		Y	
MINORITY PARTICIPATION	30%		100%		59%		48%	
PRICE IS FIRM FOR ? DAYS	30 Days		90 Days		90 Days		90 Days	
PRE BID RFIS & ADDENDA ACKNOWLEDGED 3/19/25	Y		Y		Y		Y	
LABOR, MATERIAL, & EQUIPMENT	Y		Y		Y		Y	
PERMITS & FEES	Y		Y		Y		Y	
PER PLANS & SPECS	Y		Y		Y		Y	
HOISTING INCLUDED	Y		Y		Y		Y	
SCAFFOLDING / ACCESS INCLUDED	Y		Y		Y		Y	
FIELD ENGINEERING / LAYOUT	Y		Y		Y		Y	
ENGINEERING / SHOP DRAWINGS	Y		Y		Y		Y	
LEED REQUIREMENTS INCLUDED	N/A		N/A		N/A		N/A	
DAILY CLEAN UP TO PROVIDED DUMPSTER	Y		Y		Y		Y	
WATER DAMAGE PREVENTION PROGRAM REQ ACKNOWLEDGED	Y		Y		Y		Y	
<b>SPECIFICATION SECTIONS</b>								
<b>SCOPE</b>								
Cooling Towers - 3 ea. New 800T F&I	Y		Y		Y		Y	
Condenser Water Pumps - 3 ea. 2400 gpm F&I	Y		Y		Y		Y	
VFD's - 3 ea.	Y		Y		Y		Y	
Inertia Bases for New Pumps	Y		Y		Y		Y	
Condenser Water Piping	Y		Y		Y		Y	
Make up water piping	Y		Y		Y		Y	
Drain Piping	ADD +	\$ 50,000	Y		Y		Y	
Piping routed per plan on pipe stands	Y		Y		Y		Y	
Condenser Piping Valve for Shut Down	Y		Y		Y		Y	
Condenser Piping Insulation	Y		Y		Y		Y	
Make Up water piping Insulation	Y		Y		Y		Y	
Fiberglass Insulation, aluminum jacket and heat trace	Y		Y		Y		Y	
Shutdown for valve install and startup	Y		Y		Y		Y	
Gas piping in building	Y		Y		Y		Y	
Demo Existing Cooling Towersg & VFD's and Remove from site	Y		Y		Y		Y	
Demo existing pumps and remove from site	Y		Y		Y		Y	
Demo Condenser Water Piping, Make Up Water & Drain Piping back to CUP Heads	Y		Y		Y		Y	
JCI Metasys Facility Mgmt. System tied into existing controls	Y		Y		Y		Y	
Engineered drawings, software, download & checkout of systems	Y		Y		Y		Y	
Underground Natural Gas to Main	Y		Y		ADD +	\$ 36,561	ADD*	\$ 36,000





ALTERNATES		Subcontractor No. 1	Subcontractor No. 2	Subcontractor No. 3	Subcontractor No. 4
1	Cooling Tower on Garage	\$ (51,587)	\$ (278,521)	\$ (174,000)	\$ 48,154
2	Air Cooled Chillers on Garage	\$ 341,371	\$ 1,129,805	\$ 1,172,216	\$ 999,866
3	Cooling Tower Layout at North Wall of Garage (Take w / #1)	\$ 283,795	\$ -	\$ 65,710	\$ 151,786

MISC. & VOLUNTARY ALTERNATES		Subcontractor No. 1	Subcontractor No. 2	Subcontractor No. 3	Subcontractor No. 4
1	Remove Cooling Towers from Garage after CUP Start Up (thru 2025)	\$ 244,807			
2	Relocating Existing Towers (Don't recommend due to conditions)	\$ (800,000)			
3	Unit Price 3				



SECTION 7

# Allowances

07



# ALLOWANCES

ITEM NO.	DESCRIPTION	AMOUNT
1	Building Permit	\$500,000.00
3	Exterior Mock-up	\$300,000.00
3	Interior Mock-Ups	\$288,000.00
4	Temporary Northwest Ambulance Drive / Dropoff	\$10,000,000



SECTION 8

# Alternates

08



# ALTERNATES

ITEM NO.	DESCRIPTION	AMOUNT	NOTES
1	Cooling Tower on Garage	\$ (5,622.85)	Austin Commercial preferred
3	Switchboard i.l.o Switchgear	\$ (277,543.00)	Lead time savings in addition to cost savings
3	Air Cooled Chillers on the Garage	\$1,987,782.33	Power needs make feasibility questionable



SECTION 9

# List of Documents

09



# LIST OF DOCUMENTS

Updated: 04/16/2025

EXHIBIT A			
JPS Hospital Expansion - Enabling Phase I			
Rev	Date	Sheet Num	Sheet Name
<b>General Information</b>			
A	02-26-25	G0.00	COVER SHEET
A	02-26-25	G0.01	SHEET INDEX
<b>Civil</b>			
A	02-26-25	C1.00	EXISTING TOPOGRAPHIC PLAN
A	02-26-25	C1.02	PLAT (1 OF 2)
A	02-26-25	C1.03	PLAT (2 OF 2)
A	02-26-25	C4.01	SUBSURFACE UTILITY ENGINEERING (1 OF 4)
A	02-26-25	C4.02	SUBSURFACE UTILITY ENGINEERING (2 OF 4)
A	02-26-25	C4.03	SUBSURFACE UTILITY ENGINEERING (3 OF 4)
A	02-26-25	C4.04	SUBSURFACE UTILITY ENGINEERING (4 OF 4)
A	02-26-25	C5.00	OVERALL DEMOLITION PLAN
A	02-26-25	C5.01	DEMOLITION PLAN (1 OF 2)
A	02-26-25	C5.02	DEMOLITION PLAN (2 OF 2)
A	02-26-25	C8.00	OVERALL GRADING PLAN
A	02-26-25	C8.01	GRADING PLAN (1 OF 5)
A	02-26-25	C8.02	GRADING PLAN (2 OF 5)
A	02-26-25	C8.03	GRADING PLAN (3 OF 5)
A	02-26-25	C8.04	GRADING PLAN (4 OF 5)
A	02-26-25	C8.05	GRADING PLAN (5 OF 5)
A	02-26-25	C10.00	OVERALL UTILITY RELOCATION PLAN
A	02-26-25	C10.01	UTILITY RELOCATION PLAN (1 OF 5)
A	02-26-25	C10.02	UTILITY RELOCATION PLAN (2 OF 5)
A	02-26-25	C10.03	UTILITY RELOCATION PLAN (3 OF 5)
A	02-26-25	C10.04	UTILITY RELOCATION PLAN (4 OF 5)
A	02-26-25	C10.05	UTILITY RELOCATION PLAN (5 OF 5)
A	02-26-25	C17.04	WATER DETAILS
A	02-26-25	C17.05	SEWER DETAIL
<b>Site Demolition</b>			
A	02-26-25	AD1.10	DEMOLITION SITE PLAN
<b>Architectural Demolition</b>			
A	02-26-25	AD2.00	LEVEL LL - DEMOLITION PLAN
A	02-26-25	AD2.01	LEVEL 1 - DEMOLITION PLAN
A	02-26-25	AD2.02	LEVEL 2 - DEMOLITION PLAN
A	02-26-25	AD2.03	LEVEL 3 - DEMOLITION PLAN
A	02-26-25	AD7.01	DEMOLITION ELEVATIONS
<b>Architectural Site</b>			
A	02-26-25	A1.11	PARTIAL PAD PLAN - LL PARKING SERVICE YARD EXCAVATION
A	02-26-25	A1.12	LEVEL LL - EXISTING U/G STRUCTURE DATA
A	02-26-25	A1.13	PARTIAL PAD PLAN NORTH - LEVEL 1 DRIVES
A	02-26-25	A1.80	EXISTING PARKING GARAGE TOP TIER - COOLING TOWER LOCATION ALTERNATE
<b>Architecture</b>			
A	02-26-25	A9.80	BUILDING SECTIONS
A	02-26-25	A9.81	BUILDING SECTIONS
A	02-26-25	A9.82	BUILDING SECTIONS
A	02-26-25	A9.90	BUILDING SITE SECTIONS
<b>Architecture</b>			
A	02-26-25	A11.01	EXTERIOR FOUNDATION DETAILS
<b>Mechanical</b>			
A	02-26-25	M0.01	MECHANICAL LEGEND INDEX AND GENERAL NOTES
A	02-26-25	M2.01	MECHANICAL PLAN - BASE BID



A	02-26-25	M2.02	MECHANICAL PLANS - GARGE ROOF
A	02-26-25	MD2.01	MECHANICAL DEMOLITION PLAN
<b>Electrical</b>			
A	02-26-25	E0.00	ELECTRICAL LEGEND INDEX AND NOTES
A	02-26-25	E5.00	ELECTRICAL DETAILS
A	02-26-25	E6.01	ELECTRICAL ONE-LINE DIAGRAMS
A	02-26-25	E6.02	ELECTRICAL RISER DIAGRAMS
A	02-26-25	ED2.12	ELCTRICAL POWER PLAN - LEVEL 1 - DEMOLITION
A	02-26-25	EP2.00	ELECTRICAL POWER PLAN - LEVEL 0
A	02-26-25	EP2.10	ELECTRICAL POWER PLAN - LEVEL 1
<b>Plumbing</b>			
A	02-26-25	P0.01	PLUMBING LEGEND INDEX AND GENERAL NOTES
A	02-26-25	P2.01	PLUMBING PLAN
A	02-26-25	PD2.01	PLUMBING DEMOLITION PLAN
<b>Additional Documents</b>			
Atmos	02-26-25	LANDSCAPE 63714	Atmos Gas Line Network Drawing
York	02-25-25	Performance Report	CH-1 Performance Report
BAC	02-25-25	Submittal Data	Cooling Tower Performance Data
Johnson Controls	11-12-21	Product Drawing	Air Cooled Chiller 24 Fan Units



SECTION 10

# Site Logistics

# 10





SECTION 11

# Schedule

11



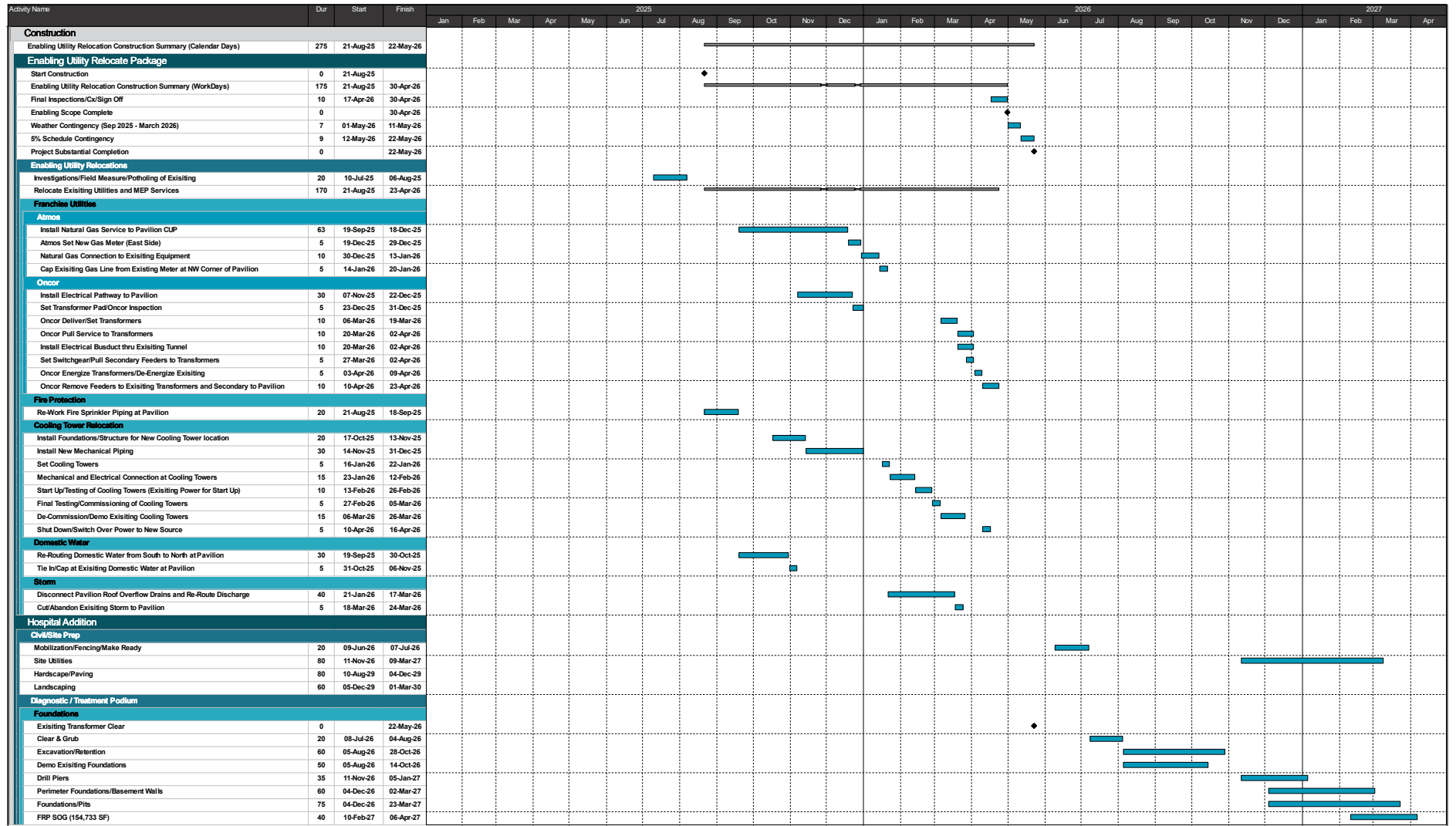
# SCHEDULE OF WORK

Activity Name	Dur	Start	Finish	2025												2026												2027			
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr
<b>JPS - Hospital Addition - Option 2 Ambulance Relocation</b>																															
<b>Design</b>																															
<b>Enabling Utility Relocate Package</b>																															
Beck Meets with ED End Users	10	12-Dec-24	27-Dec-24																												
Enabling Utility Relocation IFP Package	50	16-Dec-24	26-Feb-25																												
Hospital Site Excavation, Demo and Retention IFP Package	50	16-Dec-24	26-Feb-25																												
Civil and Landscape Hospital Component Team Meeting	1	20-Mar-25	20-Mar-25																												
JPS Direction to Proceed with Temporary Waterline to Mitigate Easement Impacts from	1	20-Mar-25	20-Mar-25																												
Beck & Consultant Refine/Complete IFP Documents	20	21-Mar-25	17-Apr-25																												
Beck Compile Consultant IFP Documents	16	18-Apr-25	09-May-25																												
Beck Review/Compile IFP Documents	5	12-May-25	16-May-25																												
Beck QC IFP Documents	10	19-May-25	02-Jun-25																												
Beck Ready Check IFP Package with JPS	5	03-Jun-25	09-Jun-25																												
JPS Approve IFP Package	1	10-Jun-25	10-Jun-25																												
Beck Issues IFP Package	1	11-Jun-25	11-Jun-25																												
<b>Preconstruction</b>																															
<b>Enabling Utility Relocate Package</b>																															
Receive Enabling Utility Relocate and Hospital Site Excavation, Demo and Retention	0		26-Feb-25																												
Sub Pricing - Enabling Utility Relocate and Hospital Site Excavation, Demo and Retenti	18	28-Feb-25	25-Mar-25																												
Prepare/Submit Enabling GMP - Enabling Utility Relocate and Hospital Site Excavation	17	26-Mar-25	17-Apr-25																												
ACLPL Presents BVR Subcontractors to JPS	5	11-Apr-25	17-Apr-25																												
JPS Funding Enabling GMP - Enabling Utility Relocate Hospital Site Excavation, Demc	52	18-Apr-25	01-Jul-25																												
NTP for Construction	0		01-Jul-25																												
<b>Civil Site/IPRC/CFA</b>																															
<b>Permitting</b>																															
Enabling Utility Relocate Permitting	30	12-Jun-25	24-Jul-25																												
<b>Procurement</b>																															
<b>Enabling Utility Relocate Package</b>																															
<b>Release with JPS NTP (Mechanical, Electrical, Retention)</b>																															
ACLPL Prepares Subcontracts	15	03-Jun-25	23-Jun-25																												
Issue/Execute Subcontracts	5	02-Jul-25	09-Jul-25																												
Enroll Subcontractors in Insurance Program	10	10-Jul-25	23-Jul-25																												
Prepare Submittals/Shop Drawings (Fire, Water, Electrical) (Based on IFP Pkg)	20	10-Jul-25	06-Aug-25																												
Cooling Tower - Prepare Submittals/Shop Drawings (Based on IFP Pkg)	20	10-Jul-25	06-Aug-25																												
Electrical Bus Duct Shop Drawings	20	17-Jul-25	13-Aug-25																												
Review/Approve Submittals/Shop Drawings	10	07-Aug-25	20-Aug-25																												
Cooling Tower - Review/Approve Submittals/Shop Drawings	10	07-Aug-25	20-Aug-25																												
Electrical Bus Duct Shop Drawings Review/Approval	10	14-Aug-25	27-Aug-25																												
Mechanical Piping Procurement	20	21-Aug-25	18-Sep-25																												
Cooling Tower Procurement (20 Weeks)	100	21-Aug-25	15-Jan-26																												
**EXPEDITED** Electrical Switchgear/Fused Disconnect Procurement (30 Weeks)	150	21-Aug-25	26-Mar-26																												
Electrical Bus Duct Procurement (28 Weeks)	140	28-Aug-25	19-Mar-26																												
<b>Release with Beck IFP Package (Utilities, FF, Mechanical Supports, Demo)</b>																															
Subcontractor Verify Pricing with IFP Package	5	12-Jun-25	18-Jun-25																												
Subcontractor Recommendation/Approval by JPS	5	19-Jun-25	25-Jun-25																												
Issue/Execute Subcontracts	10	10-Jul-25	23-Jul-25																												
Enroll Subcontractors in Insurance Program	10	24-Jul-25	06-Aug-25																												
Prepare Submittals/Shop Drawings	20	24-Jul-25	20-Aug-25																												
Review/Approve Submittals/Shop Drawings	10	21-Aug-25	04-Sep-25																												
Site Utility Procurement	10	05-Sep-25	18-Sep-25																												
FF & Mech Supports Material Procurement	30	05-Sep-25	16-Oct-25																												



JPS - Hospital Addition - Option 2 Ambulance Relocation  
iGMP Construction Schedule

Data Date: 01-Feb-22  
Run Date: 11-Apr-25  
File: JPS - Hospital Addition - Opt 2  
Run By: kbrown



JPS - Hospital Addition - Option 2 Ambulance Relocation  
iGMP Construction Schedule

Data Date: 01-Feb-22  
Run Date: 11-Apr-25  
File: JPS - Hospital Addition - Opt 2  
Run By: kbrown



SECTION 12

# List of Key Personnel

# 12



# LIST OF KEY PERSONNEL

The table below lists our Partnering to Transform Care project contacts.

TEAM MEMBER	ROLE	EMAIL	PHONE
David Graham	Project Executive	dgraham@austin-ind.com	972-977-7539
Milton Quinn	Executive Team	mquinn@ao-ind.com	214-435-5789
Oscar Oaxaca	Executive Team	ooaxaca@basecominc.com	817-891-4901
Gregory Cody	Executive Team	gcody@gccenterprise.com	214-789-1410
Sharon Douglas	Executive Team	sdouglas@potereconstruction.com	817-829-2744
Craig Williams	Project Director	cwilliams@austin-ind.com	214-356-6318
Jacob Seyb	Sr. Preconstruction Manager	jseyb@austin-ind.com	469-203-7265
Kevin Psencik	Sr. Project Manager	kpsencik@austin-ind.com	214-728-1008
Bryan Northcutt	Sr. Superintendent	bnorthcutt@austin-ind.com	214-500-5814
Kimberly Brown	Schedule Manager	kibrown@austin-ind.com	214-801-6487
Bianca Sandoval	MWVBE Manager	bsandoval@austin-ind.com	214-908-3628



SECTION 13

# **CMR's Owned Equipment Rental Rates**

# 13



# CMR'S OWNED EQUIPMENT RENTAL RATES

Austin Commercial, LP  
Equipment Division

Equipment Rental Rate Guide  
Effective: *Mar. 31, 2025*

## Equipment Rental Rate Guide Revision Dated: March 31, 2025

### Equipment Division Contact Information

Mailing Address	Delivery Address
PO BOX 227397 DALLAS, TEXAS 75222-7397	2320 E. UNION BOWER RD IRVING, TEXAS 75061

**Main Phone:** (214) 749-0143

Personnel	Title	Cell Phone	Email
Joseph Allison	Vehicle Fleet Manager	(972) 310-3820	<a href="mailto:JOallison@austin-ind.com">JOallison@austin-ind.com</a>
Jonathan Craig	Sr. Accounting Manager - Equipment	(214) 749-7004	<a href="mailto:JCraig@austin-ind.com">JCraig@austin-ind.com</a>
Samantha Dwiggin	Vehicle Fleet Admin	(469) 968-4163	<a href="mailto:SDwiggin@Austin-Ind.com">SDwiggin@Austin-Ind.com</a>
Jere Gunstanson	Sr. Crane Superintendent	(214) 546-2641	<a href="mailto:JGunstanson@Austin-Ind.com">JGunstanson@Austin-Ind.com</a>
Korey Keimig	Service Manager	(469) 261-2361	<a href="mailto:KKeimig@Austin-ind.com">KKeimig@Austin-ind.com</a>
Peter Menard	Equipment Manager	(214) 532-8544	<a href="mailto:PMenard@Austin-Ind.com">PMenard@Austin-Ind.com</a>
Paul Muniz	Vehicle Fleet Coordinator	(972) 358-9318	<a href="mailto:PMuniz@austin-ind.com">PMuniz@austin-ind.com</a>
Phillip Parga	Concrete Pumping Superintendent	(469) 600-5532	<a href="mailto:PParga@Austin-Ind.com">PParga@Austin-Ind.com</a>
Monte Peiser	Crane Manager	(972) 741-4833	<a href="mailto:MPeiser@Austin-Ind.com">MPeiser@Austin-Ind.com</a>
Ed Robertson	Equipment Director	(214) 491-0911	<a href="mailto:ERobertson@Austin-Ind.com">ERobertson@Austin-Ind.com</a>
Sean Scallon	Equipment Coordinator	(972) 207-2921	<a href="mailto:SScallon@austin-ind.com">SScallon@austin-ind.com</a>
Brian Weaver	Equipment Manager	(469) 918-6289	<a href="mailto:BWeaver@Austin-Ind.com">BWeaver@Austin-Ind.com</a>

**Members of:**  
**ACPA - American Concrete Pumping Association**  
**AEMP – Association of Equipment Management Professionals**



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**Major Equipment**

(Primarily based on \$10,000 value or greater)

Index	Type	Description	Monthly Bare Rental
1	AIR COMPRESSOR	185 CFM PORTABLE	\$1,015
2	BOX BLADE - TRACTOR	60 to 69 HP	\$2,300
3	BUS - 15 PASSENGER SHUTTLE/VAN	Van Rental	\$2,500
4	BUS - 65 PASSENGER	School Bus	\$3,500
5	EXCAVATOR – HYDRAULIC	46,000 - 50,000 LBS . (200 series)	\$7,000
6	EXCAVATOR – HYDRAULIC	60,000 - 79,999 LBS (John Deer 350)	\$11,500
7	FORKLIFT - WAREHOUSE	4,000 - 4,999 LB.	\$1,585
8	FORKLIFT W/EXT. BOOM	5,000 LB / 34'	\$2,500
9	FORKLIFT W/EXT. BOOM/4WD	8,000 / 44'	\$3,000
10	FORKLIFT W/EXT. BOOM/4WD	10,000 / 55'	\$4,500
	FORKLIFT W/EXT. BOOM/4WD	12,000 / 55'	\$4,975
11	GENERATORS	115 kW (145kVA - 160kVA)	\$5,000
12	LIGHT TOWER	4,000 W THROUGH 7KW	\$875
13	IT130 RUBBER TIRE WHEEL LOADER	2 CYD	\$5,800
14	IT170 RUBBER TIRE WHEEL LOADER	3 CYD	\$6,000
15	950 RUBBER TIRE WHEEL LOADER	4.5 – 4.75 CYD	\$8,000
16	DOZER	D-4 size	\$6,000
17	DOZER	D-5 size	\$6,500
18	DOZER	D-6 size	\$10,000
19	LOADER – BACKHOE	14' to under 15'	\$2,600
20	LOADER – EXTEND - BACKHOE	14' to 17' +	\$2,900
21	LOADER - MINI TRACK LOADER	MTL20 / TL140	\$2,800
22	LOADER - MINI TRACK LOADER	SVL95-2HC / 331G	\$3,700
23	MOTOR GRADER - 14'	175 to 195 HP	\$10,000
24	UTILITY VEHICLE 2-SEATER	RTV900 4WD	\$850
25	UTILITY VEHICLE 4-SEATER	4WD	\$950
26	POWER BUGGY - RIDING	16 - 23 CU FT	\$1,400
27	STREET SWEEPER	8' SELF-PROPELLED BROOM	\$2,750
28	TELESCOPIC BOOM - SELF PROPELLED	40' / DIESEL 4wd	\$2,500
29	TELESCOPIC BOOM - SELF PROPELLED	60' / DIESEL 4wd	\$3,400
30	TELESCOPIC BOOM - SELF PROPELLED	80' / DIESEL 4 wd	\$5,550
31	SCISSOR LIFT - 20'	SCISSOR LIFT - 20'	\$650
32	THEODOLITE-DIGITAL TRANSIT	DT-104	\$220
33	TOTAL STATION - STANDARD	GTE-303/313	\$1,000
34	TOTAL STATION – ROBOTIC	PS-103A	\$2,200
35	PENETRATING RADAR SYSTEM	HILTI PS1000	\$2,000
36	TRUCK - 6 yd DUMP	6 CYD	\$3,300
37	TRUCK - WATER	2,000 GALLON	\$3,950
38	VIBRATORY ROLLER - SHEEP FOOT	WALK BEHIND 25" THROUGH 34"	\$2,425
39	WAGON – WATER	500 GAL.	\$1,100



**Attachments to Major Equipment**

Index	Type	Description	Monthly Bare Rental
1	BACKHOE:		
2	EXTRA BACKHOE BUCKET	ALL	\$375
3	FORKLIFT:		
4	CONCRETE POURING BUCKET	UP TO 1 CY	\$550
5	LOADER BUCKET	ALL	\$500
6	SKID STEER:		
7	AUGER		\$1,000
8	AUGER BIT (EXTRA)	12" - 36"	\$375
9	FORKS	ALL	\$450

**Notes:**

- 1) Bare rental rates exclude operator, sales taxes, personal property tax, insurance, environmental fees, freight, fuel, maintenance, repairs, lubricants, servicing, license fees, and registration fees. All rates are quoted F.O.B. Equipment Division, Home Location, Texas.



**Minor Equipment**

(Primarily based on less than \$10,000 value)

Index	Type	Description	Monthly Bare Rental
1	ADJUSTASTAIR – 20 STEP	24" WIDE 10' – 16'	\$950
2	ADJUSTASTAIR – 20 STEP	36" WIDE 10' – 16'	\$1,000
3	Barrier Wall	ALL	\$275
4	Barrier Wall Clamps	ALL	\$575
5	Water Barricade	Barricade - Water 6ft Section	\$50
6	Water Barricade	Barricade - Fence Panel	\$32
7	CHAIN SAW	ALL	\$525
8	Buggy - Trash		\$215
9	CONCRETE BUCKET	UP TO 1 CY	\$525
10	CONCRETE BUCKET	1.25 - 2 CY	\$700
11	CONCRETE BUCKET	2.25 - 3.5 CY	\$950
12	CONCRETE BUCKET	4 CY LAYDOWN	\$1,750
13	CONCRETE CHUTE	ALL	\$300
14	CRANE MATS	8x16 Laminated	\$375
15	CRANE MATS	12-inch x 4ft x 24ft Dragline Mat	\$500
16	DRILL ROCK	50 LBS. AND OVER	\$550
17	FAN - PORTABLE SHOP	30 - 36"	\$400
18	FAN - PORTABLE SHOP	42" AND OVER	\$450
19	FUEL CUBE	500 Gallon	\$700
20	GENERATOR - PORTABLE	6500 - 7000 Watt Gas	\$775
21	GEORGIA BUGGY	PUSH TYPE	\$330
22	GUARD RAIL PANELS (RAPID EPS)	8' – 10' SECTIONS (includes hardware)	\$20
23	HAMMER	CHIPPING AIR 15-20 LB- ALL	\$395
24	HAMMER	RIVET BUSTER- ALL	\$475
25	HAMMER	ROTARY/DRILL/ELECTRIC - ALL	\$495
26	HEATER - SPACE	150 BTU	\$550
27	HEATER - SPACE	350 BTU	\$800
28	HEATER - SPACE	600 BTU	\$1,400
29	HOSE - DISCHARGE	2" - 3" X 50' SECTION	\$100
30	HOSE - DISCHARGE	4" - 6" X 50' SECTION	\$200
31	HOSE - SUCTION	2" - 3" X 20' SECTION	\$95
32	HOSE - SUCTION	4" - 6" X 20' SECTION	\$190
33	LASERS	VERTICAL/HORIZ.	\$700
34	LASER EYE	EXTRA	\$150
35	LEVEL / ELECTRONIC	AUTOMATIC	\$175
36	PAVEMENT BREAKER	56 - 70 LB.	\$500
37	PAVEMENT BREAKER	80 - 90 LB.	\$550
38	PRESSURE WASHER	UP TO 1500 LB PSI	\$600
39	PRESSURE WASHER	2501 - 3000 LB PSI	\$850
40	PRESSURE WASHER	3001 LB PSI AND OVER	\$1,250



**Minor Equipment**

(Primarily based on less than \$10,000 value)

Index	Type	Description	Monthly Bare Rental
41	TRAILER MOUNTED (HOT WATER) PRESSURE WASHER	3001 - 3500 LB PSI	\$1,550
42	PUMP - SUBMERSIBLE	1.5" - 2.0" LIGHT/HEAVY - ELECTRIC	\$45
43	PUMP - TRASH / PLUS HOSES - GAS	UP TO 2.0"	\$615
44	PUMP - TRASH / PLUS HOSES - GAS	3.0" - 4.0"	\$760
45	RADIO - 4 WATT / 8 - 16 CHANNEL	VARIES	\$145
46	TAMPER - RAMMER (GAS)	JUMPING JACK	\$675
47	TAMPER - PLATE (GAS)	Vibratory Plate (200 LBS)	\$650
48	TRAILER - STORAGE	8' X 27' VAN TRAILER	\$375
49	TRAILER - STORAGE	8' X 45' VAN TRAILER	\$510
50	TRAILER - CONEX	20' CONEX STORAGE TRAILER	\$250
51	TRAILER - CONEX	40' CONEX STORAGE TRAILER	\$345
52	TRAILER - UTILITY	16' FLAT BED/DUMP	\$700
53	TRASH HEAD - SMALL	3000LB	\$350
54	TRASH HEAD - LARGE	5000LB	\$450
55	VIBRATOR W/SHAFT & HEAD	UP TO 3 HP	\$550
56	Z STACK STAIRS	MODULAR STAIR SYSTEM	\$650

**Notes:**

- 1) Bare rental rates exclude operator, sales taxes, personal property tax, insurance, environmental fees, freight, fuel, maintenance, repairs, lubricants, servicing, license fees, and registration fees. All rates are quoted F.O.B. Equipment Division, Home Location, Texas.



**Office Furniture and Equipment**

Index	Type	Description	Monthly Bare Rental
1	BOOKCASE	2 SHELF / METAL	\$15
2	BOOKCASE	3 SHELVES / METAL	\$15
3	CHAIR	CASTER / HIGH BACK	\$17
4	CHAIR	FOLDING	\$5
5	CHAIR	GUEST	\$10
6	CHAIR	STACKABLE	\$25
7	Multifunction Printers/Copiers Color (2 Years old and less)	65 PPM Copy Minimum 45 PPM Copy Minimum All Subject to excess copy charge Maintenance agreement is an additional charge	\$825 \$575
8	Multifunction Printers/Copiers Color (More than 2 Years old)	65 PPM Copy Minimum 45 PPM Copy Minimum All Subject to excess copy charge Maintenance agreement is an additional charge	\$625 \$450
9	CREDENZA		\$25
10	DESK	REGULAR / 30 X 60	\$27
11	DESK	LARGE / 36" X 72"	\$32
12	DESK	L SHAPED	\$45
13	FILE CABINET	2 DRAWER	\$16
14	FILE CABINET	2 DRAWER / LATERAL	\$22
15	FILE CABINET	4 DRAWER/VERTICAL	\$19
16	FILE CABINET - FIRE PROOF	2 DRAWER	\$70
17	FILE CABINET - FIRE PROOF	4 DRAWER	\$93
18	FILE CABINET - FIRE PROOF	4 DRAWER / LATERAL	\$229
19	FILE CABINET	4 DRAWER / LATERAL	\$53
20	FILE CABINET	5 DRAWER / LATERAL	\$75
21	FILE CABINET	5 DRAWER / VERTICAL	\$63
22	PLAN RACK	STAND	\$60
23	PLAN RACK	WALL	\$32
24	STORAGE CABINET	LARGE	\$25
25	TABLE	4 FT. - FOLDING	\$6
26	TABLE	5 FT. - FOLDING	\$6
27	TABLE	6 FT. - FOLDING	\$9
28	TABLE	8 FT. - FOLDING	\$10

**Notes:**

- 1) Bare rental rates exclude sales taxes, personal property tax, insurance, maintenance agreements, and freight. All rates are quoted F.O.B. Equipment Division, Location, Texas.
- 2) Furniture can be purchased at fair market value in lieu of rental.
- 3) Additional types of furniture may be available. Contact the Equipment Division for availability and pricing.



### Computers

Index	Description	Rate per Payroll Hour
1	Computer	\$1.80

**Notes:**

- 1) Computers are handled by the **Austin IT Services** and procurement requests for computer equipment and accessories should be directed to <mailto:HelpStar@austin-ind.com>.
- 2) Rental rates stated above are per Payroll Hour.

### Fleet Vehicles

Index	Description	Unit Prefix	Monthly Bare Rental
1	Crew Cab Pick-ups	TPC, TPF, TPM	\$1,381
2	Full-Size SUVs, Premium Crossovers	VEC, VEF, VEM, VEX	\$1,265
3	Premium Full-Size Sedans, Mid-sized SUVs, Mid-sized crossovers	VEC, VEF, VEM, VEX	\$1,129
4	Upgraded Full-Size Sedans	VEC, VEF, VEM	\$1,118
5	Standard Full-Size Sedans, Premium Mid-size Sedans	VEC, VEF, VEM	\$1,028
6	Standard Mid-Size Sedans, Standard Crossover	VEC, VEF, VEM	\$933
7	Full-Size Extended Cab Pick-ups	TPC, TPF, TPM	\$1,232
8	Full-Size Regular Cab, Mid-Size and Compact Pick-ups	TPC, TPF, TPM	\$1,118

**Notes:**

- 1) Unit Prefix is listed above as a reference only.
- 2) Bare rental rates exclude operator, sales taxes, personal property tax, insurance, environmental fees, freight, fuel, maintenance, repairs, lubricants, servicing, license fees, and registration fees. All rates are quoted F.O.B. Equipment Division, Home Location, Texas.
- 3) Fleet vehicles are charged at the monthly rate as long as the employee-owner is assigned to the project, not subject to aggregate rental limits.
- 4) Rent may be charged out at an hourly rate based on 2,080 hours per year.
- 5) A fee of \$50.00 will be charged annually for each Motor Vehicle Record Request (driver license check).
- 6) Fuel charges will include a \$35 per month fee to cover the vehicle fleet program.
- 7) Parking/toll road violations that are unpaid will be processed through the Equipment Division and billed back to project/departments. Jobs will be charged actual cost, plus \$75.00 for handling and record keeping for each violation.
- 8) Vehicle tolls, registrations, state transfers and misc. fees will be charged where vehicle rental is charged. All other expenses will be billed back to project/departments.
- 9) Insurance and fair market values (FMV) are determined by Black Book - retail, extra clean.
- 10) Drivers are required to have Motor Vehicle Record (MVR) checks prior to having a vehicle assigned.
- 11) Vehicle Allowances require HR and VP approval. Reimbursement must include 100% of ALL costs.



### Equipment Maintenance / Repair & Fuel Services

#### 1) WORK ORDER

- a. All parts, supplies and sublet services will be itemized.
  - i. Parts, supplies and sublet services are billed at cost plus 25%.
  - ii. Miscellaneous shop supplies, i.e. - rags, WD-40, etc. are not itemized. These items are billed at 15% of labor cost.
- b. Shop service labor rate is \$175.00 per hour.
  - i. Premium time billed at 1 1/2 times normal rate.
- c. Field service labor rate is \$200.00 per hour.
  - i. Premium time billed at 1 1/2 times normal rate.
  - ii. Time is billed portal to portal.
  - iii. Mileage charged at \$2.50 per mile, and subject to \$10 per round trip fuel surcharge depending on fuel escalation(s).
  - iv. All supplies (oil, filters, grease, fuel, etc.) furnished by the grease truck will be billed separately.
- d. Environmental fees- \$40.00 per work order according to disposal requirements.
- e. Prices subject to increase due to fuel, labor and other cost increases outside of Austin's control.

#### 2) FUEL & LUBE SALES

- a. Fuel deliveries are scheduled through the service manager and coordinated with the lube truck driver.
  - i. Fuel pricing is variable based on current market prices. Fuel will be billed as follows:
    1. Pumped volume per trip => 50 gallons- cost plus \$1.80 per gallon.
    2. Pumped volume per trip =< 50 gallons- cost plus \$1.80 per gallon + \$150.00 trip charge.
  - ii. DEF is billed at cost plus 25%.
- b. Rental equipment returned must be refueled. Fuel for returned rental equipment not filled will be billed at cost plus \$5.00 per gallon.
- c. Prices subject to increase due to fuel, labor and other cost increases outside of Austin's control.

#### 3) PREMIUM TIME

- a. Regular operating hours are defined as 7:00 am to 3:30 pm, Monday through Friday - excluding holidays.
- b. Hours outside of regular hours will be billed at a Premium Rate of 1 ½ times the normal rate - excluding holidays.
- c. Holiday Rate is 2 times the normal rate from 7:00 am to 3:30 pm.
- d. Holiday Premium hours (before 7:00 am or after 3:30 pm) are billed at 2 ½ times the Normal Rate.

#### 4) TRAVEL CHARGES

- a. Travel expenses (i.e. - airfare, hotel, rental car, meals, etc.) are billed in addition to applicable parts and labor charges for services.



**Concrete Pumping Services**

Index	Equipment Description	Per Hour Rate	Plus Per CY Charge	Monthly Bare Rental
1	39 Meter Pump Truck	\$210.00	\$3.25	N/A
2	47z 5 Section Meter Pump Truck	\$250.00	\$3.50	N/A
3	52 Meter Pump Truck	\$290.00	\$3.90	N/A
4	58 Meter Pump Truck	\$330.00	\$4.50	N/A
5	65z 5 Section Meter Pump Truck	\$425.00	\$5.50	N/A
6	39 Meter Placing Boom (w/Pump Truck) Usage	\$250.00	\$4.00	N/A
7	Placing Boom Rental	N/A	N/A	\$15,000.00
8	Standard Mast	N/A	N/A	\$3,500.00
9	Diverter Valve	N/A	N/A	\$500.00
10	40' Mini Placer	N/A	N/A	\$1,600.00

**Notes:**

- 1) All rates quoted are based on one operator and one equipment unit. Additional charges apply for any additional equipment including but not limited to the following: extra pipe, masts, detaches, etc.
- 2) Charge per CY is in addition to hourly pump charges and travel time.
- 3) Four (4) hour minimum on all pumps
- 4) Minimum of one (1) hour travel time for all pumps
- 5) Time starts when pump arrives on project and ends after pump cleanup/cleanout
- 6) There is a 10% fuel surcharge added to each pump ticket/invoice. (Subject to change dependent upon prevailing fuel prices.)
- 7) Late Cancellations - Four (4) hour charge for late cancellation. To cancel a pour requires four (4) hours notice before the scheduled pour time. Failure to do so will result in a three (3) hour show-up charge, plus travel, for a total of four (4) hours.
- 8) Additional pipe, misc. items, etc., will be in addition to quoted rates above.
- 9) Additional Concrete Pumping Technician - \$90 per hour per man
- 10) Operator overtime after 8 hours on site is \$50.00 per man per hour Monday through Friday.
- 11) Premium time is considered on Saturdays, Sundays and holidays - additional \$95.00 per hour
- 12) Overweight permit fee is an additional \$50.00. 47-65 meter permit fee is \$100.00
- 13) Prices subject to change due to fuel, labor and other factors outside of Austin's control.
- 14) Slick pack is \$25.00 per bag.
- 15) Grout is required on all line pump pours 47 meter & larger pumps
- 16) Additional pipe, hoses, clamps, misc. items, etc., will be in addition to quoted rates above.
- 17) Additional charge per foot of house or slick-line @ \$2.00 per foot, hose skid pans \$10.00 ea.
- 18) Customer must provide a safe setup area and a safe washout area that meets all environmental standards.
- 19) Customer will provide suitable crane mats, dunnage, timbers, or other outrigger support given the project soil conditions.
- 20) Customer agrees to provide a pumpable concrete mix and furnish adequate trained labor to handle/direct concrete pumping hose for concrete placement.

**Territory Multiplier:**

For specific geographic locations to compensate for differences in market rates. The Territory Multiplier is applied to all of the above rates including the fuel surcharge.

- a) Greater Houston Area – apply a multiplier of 1.20.  
(Includes Corpus Christi to the west and Beaumont/Port Arthur to the east)



### Hauling and Logistic Services

Delivery, return, and other logistics activities are charged as indicated below.

- 1) Pickup trucks have a fixed rate of \$95.00 per hour, based on regular work hours.
- 2) 1 Ton truck have a fixed rate of \$105.00 per hour, based on regular work hours.  
(Premium time charged at 1 1/2 times normal rate)
- 3) Furniture trucks have a fixed rate of \$120.00 per hour, based on regular hours.  
(Premium time charged at 1 1/2 times normal rate)
- 4) Haul trucks have a fixed trip charge of \$448, if under four hours. If over four hours then hourly rates apply.
- 5) Haul trucks have a fixed rate of \$160.00 per hour on loads up to 70,000 pounds; a fixed rate of \$210.00 per hour on loads 70,000 - 90,000 pounds; and a fixed rate of \$315.00 per hour on loads over 90,000 pounds.  
(Premium time charged at 1 1/2 times normal rate)
- 6) Additional charges will be added for permits
- 7) Permits and/or escorts are not included in the hourly rate
- 8) Logistic activities from an outside supplier (managed by the Equipment Department) will be billed to the job.
- 9) Extra Man Charges
  - a) \$ 90.00 per hour per extra man - regular time
  - b) \$ 110.00 per hour per extra man - premium time
- 10) Logistic pricing subject to change due to fuel, labor and other factors outside of Austin's control.
- 11) Time begins when leaving Equipment Dept., F.O.B. Home Location and ends upon return to Equipment Dept.
- 12) Holiday rate will be charged at 2 times the normal rate.



**Cranes - Rental, Setup, & Freight**

Index	Crane Size	R/T and CRAWLER CRANE DESCRIPTION	Monthly Bare Rental (Insurance, PP Tax & sales tax not included)
1	50 TON	HYDRAULIC ROUGH TERRAIN CRANE	\$8,500.00
2	60 TON	HYDRAULIC ROUGH TERRAIN CRANE	\$9,750.00
3	75 TON	HYDRAULIC ROUGH TERRAIN CRANE	\$12,500.00
4	80 TON	HYDRAULIC ROUGH TERRAIN CRANE	\$13,500.00
5	90 TON	HYDRAULIC ROUGH TERRAIN CRANE	\$15,000.00
6	100 TON	HYDRAULIC ROUGH TERRAIN CRANE	\$17,000.00
7	100 TON	CONVENTIONAL LATTICE BOOM CRAWLER CRANE	\$15,500.00
8	150 TON	CONVENTIONAL LATTICE BOOM CRAWLER CRANE	\$19,000.00
9	200 TON	CONVENTIONAL LATTICE BOOM CRAWLER CRANE	\$22,250.00
10	250 TON	CONVENTIONAL LATTICE BOOM CRAWLER CRANE	\$26,000.00
11		LUFFING ATTACHMENT 180' MAIN/160' JIB VERTICAL / HORIZONTAL	\$7,000.00
12		Labor to erect Luffer Attachment	\$6,500.00

- 1) Excessive hours (over 176 hours per month) will be calculated using the AED method.
- 2) All cranes subject to minimum rental period of four (4) months unless other wise noted at time of rental.
- 3) Operators provided by yard @ \$165.00 HR, x's 1 1/2 Premium, x's 2.5 Holidays - Travel - \$100.00 per hour
- 4) Extra Man / Flagman will be billed at \$130 HR, x's 1 1/2 Premium, x's 2.5 Holidays - Travel - \$100.00 per hour
- 5) Rental rates on rough terrain and conventional cranes exclude taxes, environmental fees, freight, assembly/disassembly, fuel, insurance, maintenance, repairs, daily lubrication and servicing as required by the operator's manual, license fees, permits, OSHA required inspections and wire rope replacement.
- 6) Freight - F.O.B. Equipment Department, Waxahachie, Texas, unless otherwise noted. Subject to Texas Department of Transportation guidelines.
- 7) Assembly / Disassembly – Required for all Lattice Boom Crawler Cranes. Based on job site conditions and working parameters (i.e. during week or weekend, holidays, etc.), F.O.B. Equipment Yard. Jobs not located in the DFW area will be charged a higher rate due to travel time and per diem, unless otherwise noted.
- 8) Crane department rep present to reconfigure conventional boom and to swing jibs on RT cranes. \$170 regular time / \$255 premium time.
- 9) Prices subject to change due to fuel, labor and other factors outside of Austin's control.
- 10) \$165.00 per diem, per man, per day for 150 miles or farther.
- 11) Over time rates apply before 7am and after 3:30pm Monday – Friday and all weekend.
- 12) 2" Round plastic outrigger mats for RT cranes are billed at \$250 a month per mat.



Index	Crane Size	Mobile Truck Crane	Hourly Rate (Mobile Truck Cranes have a Daily (4) hour Minimum)
1	90 TON	HYDRAULIC MOBILE TRUCK CRANE	\$390.00

**MOBILE TRUCK CRANE NOTES:**

- A) Hourly Rate includes operator, maintenance, fuel and insurance.
- B) Time starts/ends upon departure/return to Equipment Department yard.
- C) There will be an additional charge of \$130.00 per hour per extra man for regular hours/\$195.00 per hour per extra man for premium time.
- D) After eight (8) hours in one (1) day, the above hourly rates will increase \$65 per hour for each additional hour.
- E) An additional charge(s) for permit fees, based \$100 for 90-ton truck cranes per travel day.
- F) 10% Fuel Surcharge will be added to each invoice.

**Cranes – Maintenance Cost**

**Preventative Maintenance Services (excluding cable)**

Index	Crane Size	R/T AND CRAWLER CRANE DESCRIPTION	COST PER HOUR
1	50/60 Ton	HYDRAULIC ROUGH TERRAIN CRANE	\$9.61
2	75 Ton	HYDRAULIC ROUGH TERRAIN CRANE	\$9.61
3	90 Ton	HYDRAULIC ROUGH TERRAIN CRANE	\$12.01
4	100 Ton	HYDRAULIC ROUGH TERRAIN CRANE	\$12.01
5	100/150/200 Ton	CONVENTIONAL LATTICE BOOM CRAWLER CRANE	\$9.61

**CRANES – Cable Cost**

Index	CRANE SIZE	R/T AND CRAWLER CRANE DESCRIPTION	COST PER HOUR
1	50/60 Ton	HYDRAULIC ROUGH TERRAIN CRANE	\$3.74
2	75 Ton	HYDRAULIC ROUGH TERRAIN CRANE	\$3.74
3	90 Ton	HYDRAULIC ROUGH TERRAIN CRANE	\$4.12
4	100 Ton	HYDRAULIC ROUGH TERRAIN CRANE	\$4.62
5	100/150/200 Ton	CONVENTIONAL LATTICE BOOM CRAWLER CRANE	\$0.00
6		*With Conventional Boom	\$9.48
7		*With Luffing Attachment	\$11.24
8		*With Mid-Fall or 2 Load-Lines	\$15.12

**ACL P/ SAFETY CRANE INSPECTION COORDINATOR**

- 1) Coordinators time for technical consultations, perform operator certifications, equipment assembly/disassembly, RFI's, and periodic safety inspections is charged at \$170.00 per regular hour, \$255.00 per premium hour. Air fare, car rental, meals, lodging, and miscellaneous expenses are not included.
- 2) Time begins when leaving shop, F.O.B. Equipment Yard, TX, and ends upon returning to shop @ \$100 per hour travel time.
- 3) Authorized Crane Representative to be present during cable (wire rope) changes at a cost of \$170.00 per hour regular time, \$240.00 per hour premium time.
- 4) Prices subject to change due to fuel, labor and other factors outside of Austin's control.



**Insurance**

**EQUIPMENT INSURANCE**

Equipment insurance is charged monthly at the rates indicated below. Deductible is \$10,000.00 per occurrence on non-cranes. Deductible on cranes is 2% of FMV or \$50,000.00, which ever is greater

Leased/Rented Equipment	rental rate	X	3.980%
ACL P Owned Cranes	equipment value	X	0.250%
ACL P Owned (non-crane) Equipment	equipment value	X	0.167%
Damage waiver for rentals outside of ACL P	rental rate	X	10.000%

**VEHICLE INSURANCE**

Vehicle insurance is charged monthly.  
Insurance Rates are adjustable based on current market conditions. Rates are updated annually.

**Current monthly and annual rates:**

Type	Monthly	Annually
Cars	\$148.67	\$1,784.00
PU Trucks	\$148.67	\$1,784.00
SUV	\$148.67	\$1,784.00

**Wireless Communication Devices**

Device	Monthly Rate
Smart Phone	\$105
MiFi/ Hotspots	\$96
IPads	\$85

**Notes:**

- 1) Rates cover monthly phone service, US long distance, and roaming.
- 2) Rates do not include miscellaneous charges (411 calls, International calls, etc.) or exceeding standard data limits. All miscellaneous charges will be billed back to project/department.
- 3) Early termination will be a minimum of \$200 or cost from carrier at time of early termination, whichever is greater.



**General Notes**

**ENVIRONMENTAL FEE**

Each equipment rental will have a 10% fee added to offset costs to dispose of waste materials.

**TEXAS DIESEL SURCHARGE**

A 1.5% surcharge on the rental of all construction equipment with a 50 hp or larger diesel engine will be charged.

**PREMIUM TIME**

Regular operating hours are defined as 7:00 am to 3:30 pm, Monday through Friday (excluding holidays). Hours other than regular operating hours will be charged at a Premium Rate of 1 1/2 times normal rate (excluding holidays). Holidays will be charged at a Holiday rate of 2 1/2 times normal rate

**TRAVEL CHARGES**

All travel is portal to portal and travel costs (i.e. airfare, hotel, rental car, & meals) are in addition to the applicable labor charges for services, including; concrete pumping, hauling and Crane Department services.

**MAJOR EQUIPMENT > \$10,000.00**

Major Equipment Rental Rates exclude taxes, environmental fees, freight, fuel, insurance, maintenance, repairs, lubricants, servicing, license fees and registration fees. All rates are quoted F.O.B. ACLP Equipment Department, Dallas, Texas. Fair Market Value on Major Equipment is determined as follows:

- Equipment > \$10,000 = Equipment Watch Value
- If the Equipment is not listed in Equipment Watch = Refer to a vendor quote in local market for like item.

**Monthly Rental Rates on Major and Minor Equipment**

- Monthly Rate = 30 days or 176 hours (whichever occurs first)
- 3 weeks = 1 Month Rate
- 3 days = 1 Week Rate

**EXCESSIVE HOURS CHARGE**

Machine hours in excess of 176 per month will be charged using the AED method.

**MINOR EQUIPMENT < \$10,000.00**

Minor Equipment Rental Rates exclude taxes, environmental fees, freight, fuel, insurance, maintenance, repairs, lubricants, servicing, license fees and registration fees. All rates are quoted F.O.B. ACLP Equipment Department, Dallas, Texas. FMV's for minor equipment is pooled by asset class and then averaged. Fair Market Value on Minor Equipment is determined as follows:

- Equipment FMV < \$10,000 = Vendor quote in local market for like item

**Fair Market Value on Vehicles are determined as follows:**

- NEW ( = <1 year old) = MSRP plus tax per NADA Black Book – Retail value, extra clean
- USED Automobiles = Current N.A.D.A. Black Book - Retail value, extra clean

**PERSONAL PROPERTY TAXES**

Personal Property Tax of 3.48% (multiplied by Fair Market Value of equipment, then divided by 12 months) will be charged monthly on all equipment. PPT on company vehicles will be assessed annually at 2.6%.

**Equipment Safety Training**

Equipment Safety Training courses will be provided at \$160.00 per hour. Training material, supplies, travel charges, etc. are not included and will be charged separately.



**General Notes (continued)**

**GENERAL TERMS AND CONDITIONS**

- 1) **DELIVERY.** LESSOR hereby leases to LESSEE, and LESSEE hires from LESSOR, the machinery and equipment herein described in good order and condition. The equipment will be moved, f.o.b. Austin Commercial, LP, Equipment Department, 2320 E. Union Bower, Dallas, TX 75061, unless noted. Upon its delivery LESSEE agrees that he will immediately inspect equipment for defects or shortages and notify LESSOR immediately of such defects or shortages or damage in transit and, where necessary, file claims with delivering carrier. That unless LESSOR is notified it shall be conclusively presumed that LESSEE has inspected equipment and is satisfied with and accepts equipment in good order and good condition.
- 2) **INSURANCE.** LESSEE shall provide evidence of and maintain Commercial General Liability Insurance, including Broad Form Property Damage and Blanket Contractual, with limits of at least \$2,000,000 per occurrence for bodily injury and property damage liability. LESSOR shall be named as additional insured by endorsement to the policy. LESSEE shall also indemnify and protect LESSOR against, and on demand shall pay to LESSOR in full for, any destruction or loss of or damage to the leased equipment, however caused, during the rental period. LESSEE shall procure and maintain "All-Risk" Equipment Insurance to the current market value of the equipment for any and all loss or damage to the equipment during the rental period with the insurer's waiver of subrogation against the LESSOR. Such Commercial General Liability Insurance and "All-Risk" Equipment Insurance shall be written with companies whose A.M. Best rating is A.V or better, and shall name LESSOR and its related affiliates as loss payees. Certificates of insurance evidencing the above obligations shall be delivered to the LESSOR within ten (10) days from the date of this Lease Agreement, but in any event, no later than the time of equipment delivery or see page 4 for insurance terms.
- 3) **TAXES.** The rate is for rental of equipment only and LESSEE shall pay and discharge any license fees or assessments, highway taxes, sales or use taxes, property or any other taxes, imposed by Federal, State, or Local Governments in connection with LESSEE's use or transportation of equipment. LESSEE shall hold LESSOR harmless of any and all expenses or taxes. DFW Sales Tax 8.25%, Personal Property Tax 4.0% annual percentage rate of FMV.
- 4) **DEFAULT.** Time of the essence. In the event LESSEE should default in the payment of any rental payments or fail to maintain and operate or to return the equipment as provided by this Lease Agreement, or substantially violate any of its provisions, then LESSEE shall be in default and LESSOR may terminate LESSEE's right to continue performance under this Lease Agreement, take possession of the equipment without becoming liable for trespass, and recover all rental due, all damages for any injury to the equipment and all expenses incurred in its return. LESSOR may offset against any sums due LESSEE hereunder the amount of any obligations of LESSEE to LESSOR, whether or not arising out of this Lease Agreement. If LESSEE files a petition under the Bankruptcy Code this Lease Agreement shall terminate if the LESSEE or the LESSEE's trustee rejects the Lease Agreement or, if there has been a default, the LESSEE is unable to give adequate assurances that it will perform as required by the Lease Agreement or otherwise is unable to comply with the requirements for assuming the Lease Agreement.
- 5) **RETURN.** Upon termination of the LEASE, LESSEE shall deliver this equipment to LESSOR, free of all levies, liens, or encumbrances, and in the same condition as when accepted, except for normal wear and tear, at AUSTIN COMMERCIAL, LP, 2320 E. UNION BOWER, IRVING, TX 75061.
- 6) **REPAIRS.** LESSEE agrees to pay promptly for repairs or replacements of all parts damaged by misuse and for all extraordinary damage done.
- 7) **MAINTENANCE.** LESSEE agrees to furnish experienced, competent operators for this equipment and institute a daily program of maintenance, repairs and adjustments to insure that the equipment is properly lubricated, oil-checked, cooling system checked, air filters checked, etc., and make immediate repairs and adjustments needed to keep equipment in good order. LESSEE shall make no additions, alterations or improvements without the written consent of the LESSOR.
- 8) **RENTAL CHARGES.** It is expressly understood and agreed that the rentals provided herein are on a basis of a day not to exceed eight (8) hours, and a month not to exceed twenty-two (22) days (or a total of one hundred, seventy-six working hours per month), and that if the LESSEE shall use said equipment more than eight (8) hours in a day, the above specified monthly rental shall be increased by 50% of such monthly rental for each additional eight (8) hour shift, or fraction thereof, during which said equipment is used. Monthly rental rates shall not be subject to any deductions due to any non-working time in the month, strikes, acts of God or other causes whatsoever.
- 9) **PRICE ESCALATIONS.** The prices contained herein are subject to change based on market conditions and availability of resources, with prices being adjusted no less than every 12 months. This provision is for increases due to the increase in the cost of equipment, material, labor, fuel, etc., due to unforeseen price escalations. Most cost estimating is done in "current" dollars and then escalated to the time when the project will be accomplished. Since the duration of larger projects extends over 12 or more months and can start months after agreements are consummated, it is necessary to have an escalation clause.
- 10) **DISCLAIMER.** LESSOR HAS NOT AND WILL NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, ON WHICH LESSEE MAY RELY, WITH RESPECT TO THE MERCHANT ABILITY, FITNESS, CONDITION, DURABILITY OR SUITABILITY FOR LESSEE'S PURPOSE OF THE EQUIPMENT IN ANY RESPECT, OR ANY OTHER REPRESENTATIONS, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY LESSOR. EQUIPMENT IS ACCEPTED BY LESSEE AS IS, WHERE IS, AND WITH ALL FAULTS.
- 11) **INSPECTION.** LESSEE agrees that LESSOR shall at any and all times during business hours have the right to enter into and upon the premises where the equipment may be located for the purposes of inspection of same or observation of its use. LESSEE shall give LESSOR immediate notice of any judicial process which might effect this equipment.
- 12) **HOLD HARMLESS.** LESSOR shall not under any circumstances be liable for any loss or damage of any kind or character whatsoever to LESSEE or to third persons, or property, or otherwise, arising from or in any manner connected with the use or operation of the equipment mentioned in this Lease and any or all loss or damages and claims for loss or damage are specifically waived by LESSEE. LESSEE shall indemnify and save LESSOR harmless from and against any and all claims, damages, causes of action, fines or penalties (including attorney's fees) for personal injury (including death) or property damage arising from the use, maintenance, condition or presence of the equipment, even if caused by the sole or contributory negligence of LESSOR, it being the express intent of the parties that the LESSEE assume all liability arising from, related to or connected with the said equipment.
- 13) **SUBLETTING/ASSIGNMENT.** This lease may be assigned by LESSOR but shall not be assigned by LESSEE without the written consent of LESSOR, its successors or assigns. LESSEE further agrees that it will not sublease said equipment or any part thereof, or permit the same to be used during the term of this lease by any person, firm or corporation, other than the regularly employed and authorized employees of LESSEE, without prior written consent of LESSOR.
- 14) **NOTICES.** Any notice that either of the parties desire to give the other shall be in writing and forwarded by mail to the last known address of the other party. This lease is executed in duplicate, a copy of which the LESSEE hereby acknowledges having received.
- 15) **VENUE.** The parties hereto agree that it is their intention and covenant that this Agreement and performance hereunder be construed in accordance with and under and pursuant to the laws of the State of Texas. And, it is further agreed between the parties that all suits and special proceedings hereunder may be brought in the State courts of the State of Texas, the subject matter of the Lease being a Texas matter and the parties hereby agreeing to personal jurisdiction of the Texas courts in the event of the necessity of suit.
- 16) **BARE RENTALS.** All rentals are rented "Bare", as it is the project responsibility to locate, hire and train all operators.



SECTION 14

# **Constructability Review**

14



# CONSTRUCTABILITY REVIEW

A constructability review is not included in the scope of this deliverable.



SECTION 15

# Value Evaluation

15



# VALUE EVALUATIONS

This deliverable does not include any value evaluations.



# Partnering to Transform Care

500 WEST 7TH STREET  
SUITE 802  
FORT WORTH, TX 76102

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