



Stephen F. Austin State University

Procurement and Business Services
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: P2301522
PO Date: 02/07/19
Delivery Date: 08/22/23

Supplier:

Kingham Dalton Wilson Ltd
PO Box 630632
Nacogdoches TX 75963-0632

**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

kvaught@kdw ltd.com

Send Billing Invoice to:
Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable

Ship to: Shelby Childress
Physical Plant
Physical Plant 101
2104 Wilson Dr
SFA Box 13031

Nacogdoches TX 75962

Terms: Net 30
FOB: Construction Project

**PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	BOARD APPROVAL - Oct 2018, Nov 2021, Jul 2022, and Apr 2023 Construct and Renovate Student Dining Facilities President authorized to sign all associated contracts and purchase orders Funding source: Revenue Bonds ---- Provide construction manager at risk services related to the construction of a Dining Facility in accordance with Request for Proposal #CMR-BLDG PROJECTS-2018 opened 9/20/18 and Construction Manager Agreement and Amendment per iContracts#620752. ---- RE: Dining Hall Version II			

Purchaser: Kay Johnson (936) 4684037

ADDITIONAL CHARGE:
DISCOUNT/TRADE-IN:
TOTAL: CONTINUED

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

STEPHEN F. AUSTIN STATE UNIVERSITY

Purchasing Officer



Stephen F. Austin State University

Procurement and Business Services
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: P2301522
PO Date: 02/07/19
Delivery Date: 08/22/23

Supplier:

Kingham Dalton Wilson Ltd
PO Box 630632
Nacogdoches TX 75963-0632

**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

kvaught@kdw ltd.com

Send Billing Invoice to:
Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable

Ship to: Shelby Childress
Physical Plant
Physical Plant 101
2104 Wilson Dr
SFA Box 13031

Nacogdoches TX 75962

Terms: Net 30
FOB: Construction Project

**PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
1	<p>----- RE: P1902486 ----- 05/09/23 INCREASE UNIT PRICE ON LINE 1 PER PRECONSTRUCTION SERVICES AMENDMENT NO. 4 AND UPDATE ITEM TEXT. ADD LINE 2 PER AMENDMENT NO. 13. -----</p> <p>000P90900B CONSTRUCTION MANAGER-AT-RISK SERVICES</p> <p>Preconstruction Services plus CM Fee in accordance with Notice to Proceed for Preconstruction Services Amendment No. 3, effective 10/27/2022, and Amendment No. 4, effective 04/28/2023. -----</p>	1.00 SRV	195,714.0000	195,714.00

Purchaser: Kay Johnson (936) 4684037

ADDITIONAL CHARGE:
DISCOUNT/TRADE-IN:
TOTAL: CONTINUED

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

STEPHEN F. AUSTIN STATE UNIVERSITY

Purchasing Officer



Stephen F. Austin State University

Procurement and Business Services
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: P2301522
PO Date: 02/07/19
Delivery Date: 08/22/23

Supplier:

Kingham Dalton Wilson Ltd
PO Box 630632
Nacogdoches TX 75963-0632

**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

kvaught@kdw ltd.com

Send Billing Invoice to:
Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable

Ship to: Shelby Childress
Physical Plant
Physical Plant 101
2104 Wilson Dr
SFA Box 13031

Nacogdoches TX 75962

Terms: Net 30
FOB: Construction Project

**PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
2	Preconstruction Not to Exceed Lump Sum Price: \$195,714.00 ---- Preconstruction services will end at the time a Gross Maximum Price (GMP) is issued and approved by owner. 000P90900B CONSTRUCTION MANAGER-AT-RISK SERVICES Phase 1 of construction - Dining Hall Site and Utilities ---- Guaranteed Maximum Price (GMP) of \$980,413.00 in accordance with Amendment No. 13,	1.00 SRV	980,413.0000	980,413.00

Purchaser: Kay Johnson (936) 4684037

ADDITIONAL CHARGE:
DISCOUNT/TRADE-IN:
TOTAL: CONTINUED

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

STEPHEN F. AUSTIN STATE UNIVERSITY

Purchasing Officer



Stephen F. Austin State University

Procurement and Business Services
Nacogdoches, Texas 75962-3030
Phone (936) 468-2206 * Fax (936) 468-4282

PO Number: P2301522
PO Date: 02/07/19
Delivery Date: 08/22/23

Supplier:

Kingham Dalton Wilson Ltd
PO Box 630632
Nacogdoches TX 75963-0632

**CONFIRM RECEIPT OF PURCHASE ORDER AND
ACCEPTANCE OF DELIVERY DATE
BY EMAILING PURCHASE@SFASU.EDU.**

kvaught@kdw ltd.com

Send Billing Invoice to:
Stephen F. Austin State University
P.O. Box 6085
Nacogdoches, TX 75962-6085
ATTN: Accounts Payable

Ship to: Shelby Childress
Physical Plant
Physical Plant 101
2104 Wilson Dr
SFA Box 13031

Nacogdoches TX 75962

Terms: Net 30
FOB: Construction Project

**PURCHASE ORDER NO. MUST APPEAR ON ALL
SHIPPING DOCUMENTS AND INVOICES**

Item	Description	Quantity	Unit Cost	Total Cost
	effective 05/01/2023.			

Purchaser: Kay Johnson (936) 4684037

ADDITIONAL CHARGE:	.00
DISCOUNT/TRADE-IN:	.00
TOTAL:	1,176,127.00

Stephen F. Austin State University is a tax exempt entity under Subtitle E, Chapter 151, Section 151.309 of the Tax Code, for purchases of tangible personal property herein purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The University reserves the right to cancel this order if delivery is not made by agreed-upon delivery date.

**ADDITIONAL TERMS & CONDITIONS LISTED ON THE UNIVERSITY WEB SITE,
<http://www.sfasu.edu/purchasing/721.asp>**

This purchase order may be funded wholly or partially with federal funds subject to the American Recovery and Reinvestment Act of 2009 (ARRA). The vendor shall comply with all applicable provisions of ARRA, which may include, but are not limited to the provisions in Division A, Titles XV and XVI (e.g., audit provisions, whistleblower protection, and preferences for American products).

STEPHEN F. AUSTIN STATE UNIVERSITY

Purchasing Officer

AMENDMENT NO. 13 – “CONSTRUCT AND RENOVATE STUDENT RESIDENTIAL AND DINING FACILITIES” TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER

Pursuant to Paragraph 2.2 of the Agreement, dated February 7, 2019, between Stephen F. Austin State University (Owner) and Kingham Dalton Wilson, Ltd (Construction Manager), for the **Construct and Renovate Student Residential and Dining Facilities-New Dining Hall** (Project), Owner and Construction Manager establish a **Guaranteed Maximum Price and Contract Time** for the Work as set forth below. This amendment shall be effective on the last signature date set forth below.

ARTICLE I
GUARANTEED MAXIMUM PRICE

Construction Manager’s Not-to-Exceed Price for the Work, including the estimated Cost of the Work as defined in Article 5 and Construction Manager’s Fee as defined in Article 4, is Nine Hundred Eighty Thousand Four Hundred Thirteen Dollars (\$ 980,413.00) for Phase 1 of construction. The Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through F, as follows:

Exhibit A Drawings, Specifications, addenda and General, Supplementary and other Special Conditions of the Contract on which the Guaranteed Maximum Price for SFA East Dining Hall is based on:

Phase 2A Sitework Drawings pages 1 through 334, dated January 23, 2023
Phase 2A Sitework Specifications pages 1 through 34, dated January 23, 2023
Special Conditions Addenda pages 1 through 2, dated March 14, 2023

Exhibit B Allowance items N/A, dated N/A

Exhibit C Assumptions and clarifications made in preparing the Guaranteed Maximum Price- Letter pages 1 through 2, dated March 14, 2023
Standard Estimate Report- SFA New Dining Hall pages 3 through 4, dated February 27, 2023

Exhibit D Completion schedule pages 1 through 1, dated August 11, 2022

Exhibit E Alternate prices N/A, dated N/A

Exhibit F Unit prices N/A, dated N/A

OWNER:
Stephen F. Austin State University

CONSTRUCTION MANAGER:
Kingham Dalton Wilson, Ltd.

E-SIGNED by Steve Westbrook
on 2023-05-01 11:50:14 CDT

E-SIGNED by Bob Kingham
on 2023-05-01 11:52:52 CDT

(Signature)

(Signature)

Dr. Steve Westbrook, President
(Printed Name and Title)

(Printed Name and Title)

May 01, 2023

May 01, 2023

Date

Date

EXHIBIT A



RENDERING FOR ARTISTIC REPRESENTATION ONLY

SFA East Dining Hall

PERMIT & CONSTRUCTION

23 JAN 2023

Kirksey
ARCHITECTURE

Houston + Austin + Dallas

6909 Portwest Drive
Houston Texas 77024
713 850 9600
kirksey.com

PROJECT TEAM

OWNER
Stephen F. Austin State University
1396 NORTH STREET
NACOGDOCHES, TEXAS 75962

CIVIL ENGINEER
Two Fifteen Consulting
412 NORTH STREET
NACOGDOCHES, TEXAS 75961

LANDSCAPE ARCHITECT
Kudela & Weinheimer
7155 OLD KATY ROAD
HOUSTON, TEXAS 77024

INTERIOR ARCHITECT
OMNIPLAN
1845 WOODALL RODGERS FREEWAY
DALLAS, TEXAS 75201

STRUCTURAL ENGINEER
Ensign Haynes Whaley, LLC
4800 SUGAR GROVE BLVD STE.300
STANFORD, TEXAS 77477

MEP ENGINEER
Purdy McGuire
17300 NORTH DALLAS PARKWAY
DALLAS, TEXAS 75248

FOOD SERVICE CONSULTANT
Compass Studio
1 Huntington Quadrangle Suite2C03
Melville, NY 11747

IT, AV, SECURITY CONSULTANT
Datacom
701 N Post Oak RD #426
Houston TX, 77024

GENERAL CONTRACTOR
Kingham Dalton Wilson
2105 Wilson Drive
Nacogdoches, TX 75962



24 JANUARY 2023

PROJECT NAME
SFA East Dining Hall

PROJECT ADDRESS
2117 Wilson Dr, Nacogdoches,
Texas 75962

KIRKSEY PROJECT NO. 2022255

MATERIAL INDICATIONS

SECTION	ELEVATION
	CONCRETE
	PRECAST CONCRETE
	CMU
	BRICK
	CASTCUT STONE
	NATURAL STONE
	FINISHED WOOD
	METAL LATH & PLASTER
	CERAMIC/QUARRY TILE
	GLASS/MIRROR
	STEEL
	ALUMINUM
	BRASS/BRONZE
	GRADE/EARTH
	GRAVEL
	SAND
	CONT. WOOD BLOCKING
	DISCONT. WOOD SHIM
	PLYWOOD

FINISH PLAN SYMBOLS

ROOM NAME	ROOM SYMBOL - FINISH PLAN
WALL FINISH NOTE	
FLOOR FINISH	
BASE FINISH NOTE	
FINISH TRANSITION	
WALL FINISH NOTE	
BASE FINISH NOTE	
FLOOR FINISH NOTE	
BASE FINISH NOTE	
FLOOR FINISH START POINT	

LIFESAFETY PLAN SYMBOLS

	TOP NUMBER: ACTUAL NUMBER OF OCCUPANTS USING THE STAIR FOR EGRESS BOTTOM NUMBER: EGRESS CAPACITY OF STAIR (BASED ON IBC 1005.3.1)	OCCUPANCY LOAD (STAIR)
	TOP NUMBER: ACTUAL NUMBER OF OCCUPANTS USING THE OPENING FOR EGRESS BOTTOM NUMBER: EGRESS CAPACITY OF OPENING (BASED ON IBC 1005.3.2)	OCCUPANCY LOAD (DOOR)
	AREA NUMBER OCC TYPE = A-1 OCCUPANTS = 250	AREA TAG
	TRAVEL DISTANCE = 000'-0" (MAX T.D. = 000'-0") COMMON PATH OF EGRESS = 000'-0" (MAX C.P.E. = 000'-0") DEAD END CORRIDOR = 000'-0" (MAX D.E.C. = 000'-0")	EGRESS PATHS
	NR NON RATED PARTITION	OS 0 HOUR SMOKE PARTITION
	1F 1 HOUR FIRE RATED PARTITION/BARRIER	1S 1 HOUR SMOKE BARRIER
	2F 2 HOUR FIRE RATED BARRIER	2S 2 HOUR SMOKE BARRIER
	3F 3 HOUR FIRE RATED BARRIER	3S 3 HOUR SMOKE BARRIER
	FIRE EXTINGUISHER CABINET	EMERGENCY RESPIRATOR
	FIRE EXTINGUISHER	EMERGENCY SHOWER + EYE WASH
	FIRE HOSE OR STANDPIPE CONNECTION	EYE WASH
	FIRE HOSE CABINET WITH EXTINGUISHER	EAR PROTECTION
	FIRST AID CABINET	EYE WEAR
	AUTOMATED EXTERNAL DEFIBRILLATOR (AED) CABINET	FALL PROTECTION
	KNOX BOX	MUSTER STATION
	FIRE BLANKET	SMOKING AREA
	EMERGENCY SHOWER	

POWER PLAN SYMBOLS

WALL MOUNTED DEVICES	
	WALL MOUNTED - SINGLE RECEPTACLE
	WALL MOUNTED - DUPLEX RECEPTACLE
	WALL MOUNTED - DUPLEX RECEPTACLE WITH USB PORT
	WALL MOUNTED - QUADRUPLEX RECEPTACLE
	WALL MOUNTED - 220 VOLT RECEPTACLE
	WALL MOUNTED - SPECIAL REQUIREMENT RECEPTACLE
	WALL MOUNTED - DATA RECEPTACLE
	WALL MOUNTED - VOICE RECEPTACLE
	WALL MOUNTED - DATA/VOICE RECEPTACLE
	WALL MOUNTED - POWER FURNITURE FEED
	WALL MOUNTED - DATA/VOICE FURNITURE FEED
	WALL MOUNTED - JUNCTION BOX
	WALL MOUNTED - SPECIALTY DEVICE & JUNCTION BOX
	WALL MOUNTED - THERMOSTAT
	WALL MOUNTED - CARD READER
	WALL MOUNTED - BIOMETRIC READER
	WALL MOUNTED - INTERCOM
	WALL MOUNTED - LIGHT SWITCH
	RECESSED WALL MOUNTED TV BACK BOX
	WALL MOUNTED - OFFICE DESK AV & POWER OUTLETS, SEE LEGEND ON POWER/DATA PLANS
	WALL MOUNTED - Huddle SPACE AV & POWER OUTLETS, SEE LEGEND ON POWER/DATA PLANS
	WALL MOUNTED - COPIER AV & POWER OUTLETS, SEE LEGEND ON POWER/DATA PLANS
FLOOR MOUNTED DEVICES	
	FLOOR MOUNTED - SINGLE RECEPTACLE
	FLOOR MOUNTED - DUPLEX RECEPTACLE
	FLOOR MOUNTED - QUADRUPLEX RECEPTACLE
	FLOOR MOUNTED - 220 RECEPTACLE
	FLOOR MOUNTED - SPECIAL REQUIREMENT RECEPTACLE
	FLOOR MOUNTED - DATA RECEPTACLE
	FLOOR MOUNTED - VOICE RECEPTACLE
	FLOOR MOUNTED - DATA/VOICE RECEPTACLE
	FLOOR MOUNTED - COMBINATION DUPLEX & DATA/VOICE RECEPTACLE
	FLOOR MOUNTED - COMBINATION QUADRUPLEX & DATA/VOICE RECEPTACLE
	FLOOR MOUNTED - COMBINATION DUPLEX, DATA/VOICE, & AV RECEPTACLE
	FLOOR MOUNTED - POWER STUB-UP
	FLOOR MOUNTED - DATA/VOICE STUB-UP
	FLOOR MOUNTED - AV STUB-UP
	FLOOR MOUNTED - COMBINATION POWER & DATA/VOICE STUB-UP
	FLOOR MOUNTED - COMBINATION POWER, DATA/VOICE, & AV STUB-UP
	FLOOR MOUNTED - DATA/VOICE FURNITURE FEED
	FLOOR MOUNTED - AV FURNITURE FEED
	FLOOR MOUNTED - COMBINATION POWER & DATA/VOICE FURNITURE FEED
	FLOOR MOUNTED - COMBINATION POWER, DATA/VOICE, & AV FURNITURE FEED
	CEILING MOUNTED - POWER POLE
TABLETOP DEVICES	
	TABLETOP - SINGLE RECEPTACLE
	TABLETOP - DUPLEX RECEPTACLE
	TABLETOP - QUADRUPLEX RECEPTACLE
	TABLETOP - SPECIAL REQUIREMENT RECEPTACLE
	TABLETOP - DATA RECEPTACLE
	TABLETOP - VOICE RECEPTACLE
	TABLETOP - DATA/VOICE RECEPTACLE
	TABLETOP - COMBINATION DUPLEX & DATA/VOICE RECEPTACLE
	TABLETOP - COMBINATION QUADRUPLEX & DATA/VOICE RECEPTACLE
	TABLETOP - COMBINATION DUPLEX, DATA/VOICE, & AV RECEPTACLE
	TABLETOP - COMBINATION QUADRUPLEX, DATA/VOICE, & AV RECEPTACLE
SECURITY SYMBOLS	
	SECURITY CAMERA - WALL MOUNTED - FIXED
	SECURITY CAMERA - WALL MOUNTED - PAN
	SECURITY CAMERA - CEILING MOUNTED - FIXED
	SECURITY CAMERA - CEILING MOUNTED - PAN
	PANIC HARDWARE
	MOTION DETECTOR
	FAIL-SAFE MAGNETIC LOCK
	ELECTRIC STRIKE
	ELECTRIC MORTISE LOCK
	DOOR CONTACT
	CARD READER
	BIOMETRIC READER
	EMERGENCY CALL BUTTON
	REQUEST TO EXIT BUTTON

CEILING PLAN SYMBOLS

ROOM NAME	ROOM SYMBOL - CEILING PLAN
CEILING FINISH	
CEILING FINISH	
CEILING HEIGHT	
CEILING HEIGHT - ABOVE FINISH FLOOR (AFF)	
SUSPENDED ACOUSTICAL CEILING GRID	
SUSPENDED GYPSUM CEILING	
STRETCHED FABRIC CEILING SYSTEM	
EXIT SIGN - CEILING MOUNTED (ARROWS INDICATES DIRECTION OF EGRESS)	
EXIT SIGN - WALL MOUNTED (ARROWS INDICATES DIRECTION OF EGRESS)	
CEILING GRID START POINT	
CEILING FINISH TYPE	
CEILING TRANSITION	
SPEAKER	
MICROPHONE	
AUDIO VISUAL DEVICE	
LIGHT SENSOR	
WHITE NOISE EMITTER	
WIRELESS ACCESS POINT	
PHOTOCELL SENSOR	

LIGHTING SYMBOLS

FIXTURE DESIGNATION (TYPICAL - IF REQUIRED)	SYMBOL	DESCRIPTION
A		A TROFFER
C		C COVE
D		D DOWNLIGHT
F		F FLOOR
G		G GARAGE
H		H SCONCE
M		M MECH./ELEC./UTILITY STRIP
P		P PENDANT
SA		SA SITE - POLE
SB		SB SITE - MISC (ARCHITECTURAL / BUILDING)
U		U UNDER CABINET / UPPER CABINET
V		V VERTICAL
W		W WALL WASHER
X		X EXIT LIGHTING
Z		Z MISC / OTHER

FLOOR PLAN SYMBOLS

	NEW DOOR, PARTITION AND/OR ELEMENT DOOR NUMBER (RE: DOOR SCHEDULE FOR TYPE AND HARDWARE INFORMATION.) (RE: DOOR MANEUVERING CLEARANCES SHEET)
	NORTH ARROW
	BUILDING ELEVATION / INTERIOR ELEVATION
	DETAIL NUMBER - TYP
	SHEET NUMBER - TYP
	WALL SECTION
	SECTION DETAIL
	ENLARGED PLAN / DETAIL
	ROOM IDENTIFICATION
	PARTITION TYPE (RE: PARTITION SCHEDULE FOR DESCRIPTION)
	HOUR RATING
	ALIGN
	MASTER SCHEDULE NOTE: REFER TO SHEET A0.70. BRK-1 TYPE 1 TA-1.1 TOILET ACCESSORY - TYPE 1.1 GL-1 GLASS - TYPE 1
	CURTAINWALL TYPE
	WINDOW TYPE
	LOUVER TYPE
	CASEWORK / COUNTERTOP TYPE (S) SINGLE DOOR (D) DOUBLE DOOR
	MILLWORK / CASEWORK NOTE
	SHEET NOTE P.# FLOOR PLAN NOTE R.# REFLECTED CEILING PLAN NOTE PW.# POWER PLAN NOTE F.# FINISH PLAN NOTE D.# DEMO PLAN NOTE S.# SITE PLAN NOTE E.# EQUIPMENT PLAN NOTE FM.# FURNITURE PLAN NOTE #.# SHEET NOTE LINKED TO SPECIFICATION SECTION FIRST NUMBER REFERENCES THE CSI DIVISION
	SHOWER HEAD
	REVISION CLOUD
	REVISION NUMBER

NOTIFICATION TO GENERAL CONTRACTOR

THE INTER RELATION OF THE SPECIFICATIONS AND THE DRAWINGS: THE SPECIFICATIONS DETERMINES THE QUALITY, NATURE AND SETTING OF MATERIALS; THE DRAWINGS ESTABLISH THE QUANTITIES, DIMENSIONS AND DETAILS. THE DOCUMENTS ARE TO BE CONSIDERED AS ONE AND WHATEVER IS CALLED FOR BY ANY ONE SHALL BE AS BINDING AS IF CALLED FOR BY ALL. SHOULD THE DRAWINGS DISAGREE IN THEMSELVES, OR WITH THE SPECIFICATIONS, OR IF PROPRIETARY INFORMATION DISAGREES WITH PERFORMANCE REQUIREMENTS IN EITHER THE DRAWINGS OR THE SPECIFICATIONS, THE BETTER QUALITY OR GREATER QUANTITY OF THE WORK OR MATERIALS SHALL BE ESTIMATED UPON. SHOULD DISCREPANCIES OR DOUBT OCCUR, REQUEST CLARIFICATION FROM THE ARCHITECT. CONTRACTOR SHALL REQUEST CLARIFICATION IN SUFFICIENT TIME TO AVOID DELAYS AND INCREASES IN THE CONTRACT SUM.

REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

IF A DIMENSIONAL DISCREPANCY EXISTS, CONTRACTOR SHALL TAKE FIELD MEASUREMENTS REQUIRED FOR PROPER FABRICATION AND INSTALLATION OF WORK. UPON COMMENCEMENT OF ANY ITEM OF WORK, CONTRACTOR SHALL BE RESPONSIBLE FOR DIMENSIONS RELATED TO SUCH ITEM OF WORK AND SHALL MAKE ANY CORRECTIONS NECESSARY TO MAKE WORK PROPERLY FIT AT NO ADDITIONAL COST TO OWNER.

BEFORE ORDERING ANY MATERIAL OR DOING ANY WORK, CONTRACTOR SHALL VERIFY DIMENSIONS AND CHECK CONDITIONS IN ORDER TO ASSURE THAT THEY PROPERLY REFLECT THOSE ON THE DRAWINGS. ANY INCONSISTENCY SHALL BE BROUGHT TO ATTENTION OF THE ARCHITECT. IN THE EVENT THAT DISCREPANCIES OCCUR BETWEEN ORDERED MATERIAL AND ACTUAL CONDITIONS, OF WHICH ARCHITECT WAS NOT NOTIFIED BEFOREHAND, COSTS TO CORRECT SUCH DISCREPANCIES SHALL BE BORNE BY CONTRACTOR.

These drawings have been prepared as one coordinated set of drawings and are complimentary. What is required by one drawing is required by all of the drawings, even if a detail or component part is not identified on every sheet. Any user's reliance on a single or select few sheet(s) of the drawings without consideration for the information included in the entire set of drawings will be at the user's sole risk and shall not form the basis for a request for additional compensation or time.



24 JANUARY 2023

DATE	ISSUE
23 JAN 2023	PERMIT & CONSTRUCTION

PROJECT NAME
SFA East Dining Hall

PROJECT ADDRESS
2117 Wilson Dr, Nacogdoches, Texas 75962

KIRKSEY PROJECT NO. 2022255
KEY PLAN

SHEET TITLE
GRAPHIC STANDARDS

SHEET NUMBER

A0.10

These drawings have been prepared as one coordinated set of drawings and are complimentary. What is required by one drawing is required by all of the drawings, even if a detail or component part is not identified on every sheet. Any user's reliance on a single or select few sheet(s) of the drawings without consideration for the information included in the entire set of drawings will be at the user's sole risk and shall not form the basis for a request for additional compensation or time.



24 JANUARY 2023

△	DATE	ISSUE
	23 JAN 2023	PERMIT & CONSTRUCTION

PROJECT NAME
SFA East Dining Hall

PROJECT ADDRESS
2117 Wilson Dr, Nacogdoches,
Texas 75962

KIRKSEY PROJECT NO. **2022255**
KEY PLAN

SHEET TITLE
ABBREVIATIONS AND SHEET
INDEX

SHEET NUMBER

A0.11

#	SHEET NAME	DATE	REVISION	#	SHEET NAME	DATE	REVISION	#	SHEET NAME	DATE	REVISION
GENERAL											
A0.00	TITLE SHEET	23 JAN 2023	PERMIT & CONSTRUCTION								
A0.11	ABBREVIATIONS AND SHEET INDEX	23 JAN 2023	PERMIT & CONSTRUCTION								
CIVIL											
C1.10	CIVIL SITE DEMOLITION PLAN - NORTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C1.11	CIVIL SITE DEMOLITION PLAN - SOUTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C4.01	CIVIL SITE EROSION CONTROL PLAN - NORTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C4.02	CIVIL SITE EROSION CONTROL PLAN - SOUTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C5.01	CIVIL SITE GRADING PLAN NORTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C5.02	CIVIL SITE GRADING PLAN SOUTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C6.01	CIVIL SITE STORM PLAN - NORTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C7.01	CIVIL SITE PAVING PLAN - NORTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C7.02	CIVIL SITE PAVING PLAN - SOUTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C7.11	CIVIL SITE DIMENSION CONTROL PLAN - NORTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C7.12	CIVIL SITE DIMENSION CONTROL PLAN - SOUTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C8.01	CIVIL SITE UTILITY PLAN - NORTH	23 JAN 2023	PERMIT & CONSTRUCTION								
C9.00	CIVIL SITE DETAILS	23 JAN 2023	PERMIT & CONSTRUCTION								
C9.01	CIVIL SITE DETAILS	23 JAN 2023	PERMIT & CONSTRUCTION								
C9.02	CIVIL SITE DETAILS	23 JAN 2023	PERMIT & CONSTRUCTION								
LANDSCAPE											
L1.01	MATERIALS PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
L1.02	MATERIALS PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
L2.01	CONSTRUCTION DETAILS	23 JAN 2023	PERMIT & CONSTRUCTION								
L3.01	PLANTING PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
L3.02	PLANTING PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
L3.03	LANDSCAPE NOTES & DETAILS	23 JAN 2023	PERMIT & CONSTRUCTION								
L4.01	IRRIGATION PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
L4.02	IRRIGATION PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
L4.03	IRRIGATION DETAILS	23 JAN 2023	PERMIT & CONSTRUCTION								
ARCHITECTURAL											
A1.10	SITE DEMOLITION PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
A1.20	OVERALL SITE PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
A1.30	SITE PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
A1.40	SITE DETAILS	23 JAN 2023	PERMIT & CONSTRUCTION								
A1.41	SITE DETAILS (FENCE, MOW STRIP, BOLLARD)										
STRUCTURAL											
S1.10	STRUCTURAL DEMOLITION PLAN	23 JAN 2023	PERMIT & CONSTRUCTION								
COMMUNICATIONS											
TN1.00	SITE PLAN - COMMUNICATIONS	23 JAN 2023	PERMIT & CONSTRUCTION								



PROJECT IMAGE

SFA EAST DINING HALL

2022255

ISSUED FOR PERMIT AND CONSTRUCTION

23 JAN 2023

Kirksey
ARCHITECTURE

Houston + Austin

(C) – authored by Civil Engineer
(L) – authored by Landscape Architect
(S) – authored by Structural Engineer
(A) – authored by Architect

(MEP) – authored by MEP Engineer
(FS) – authored by Food Service
(O) – authored by Owner
(T) – authored by AV, Data, Security

(IA) authored by Interior Architect

SECTION 000110 - TABLE OF CONTENTS

SECTIONS	ISSUE DATE	REVISED
DIVISION 00 — PROCUREMENT AND CONTRACTING REQUIREMENTS		
000107.1 ARCHITECT SEAL PAGE (A)	23 JAN 2023	
000107.2 CIVIL SEAL PAGE (C)	23 JAN 2023	
000107.3 LANDSCAPE SEAL PAGE (L)	23 JAN 2023	
000107.7 TECHNOLOGY SEAL PAGE (T)	23 JAN 2023	
003132 GEOTECHNICAL DATA.....	23 JAN 2023	
003132.13 GEOTECHNICAL REPORT (O)	23 JAN 2023	
007000.13 OWNER'S UNIFORM GENERAL CONDITION (O)	23 JAN 2023	
DIVISION 01 — GENERAL REQUIREMENTS		
011000 SUMMARY	23 JAN 2023	
012100 ALLOWANCES	23 JAN 2023	
012300 ALTERNATES	23 JAN 2023	
012500 SUBSTITUTION PROCEDURES	23 JAN 2023	
012500.13 SUBSTITUTION REQUEST FORM (A)	23 JAN 2023	
012600 CONTRACT MODIFICATION PROCEDURES	23 JAN 2023	
012900 PAYMENT PROCEDURES	23 JAN 2023	
013100 PROJECT MANAGEMENT AND COORDINATION	23 JAN 2023	
013200 CONSTRUCTION PROGRESS DOCUMENTATION	23 JAN 2023	
013233 PHOTOGRAPHIC DOCUMENTATION	23 JAN 2023	
013300 SUBMITTAL PROCEDURES	23 JAN 2023	
014000 QUALITY REQUIREMENTS	23 JAN 2023	
014200 REFERENCES	23 JAN 2023	
015000 TEMPORARY FACILITIES AND CONTROLS	23 JAN 2023	
015713 EROSION AND SEDIMENTATION CONTROL	23 JAN 2023	
015720 INDOOR AIR QUALITY PLAN DURING CONSTRUCTION (A)	23 JAN 2023	
016000 PRODUCT REQUIREMENTS	23 JAN 2023	
017300 EXECUTION	23 JAN 2023	
017419.13 CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL - NON LEED (A)	23 JAN 2023	
017700 CLOSEOUT PROCEDURES	23 JAN 2023	
017823 OPERATION AND MAINTENANCE DATA	23 JAN 2023	
017839 PROJECT RECORD DOCUMENTS	23 JAN 2023	
017900 DEMONSTRATION AND TRAINING	23 JAN 2023	
018113.02 SUSTAINABLE DESIGN REQUIREMENTS (A)	23 JAN 2023	
DIVISION 05 — METALS		
055213 PIPE AND TUBE RAILINGS (A)	23 JAN 2023	
DIVISION 09 — FINISHES		
099100 PAINTING (A)	23 JAN 2023	
DIVISION 31 — EARTHWORK		
311002 RESTORATION AND CLEANUP (C)	23 JAN 2023	
311013 SITE PREPARATION (L)	23 JAN 2023	
311100 CLEARING AND GRUBBING (C)	23 JAN 2023	
312300 SITE EXCAVATION AND EMBANKMENT (C)	23 JAN 2023	
312315 TRENCH SAFETY SYSTEM (C)	23 JAN 2023	
313213 LIME TREATED SUBGRADE (C)	23 JAN 2023	
313214 PORTLAND CEMENT TREATED SUBGRADE (C)	23 JAN 2023	
DIVISION 32 — EXTERIOR IMPROVEMENTS		
320120 PAVEMENT PATCHING AND REPAIR (C)	23 JAN 2023	
321124 FLEXIBLE BASE - CRUSHED LIMESTONE (C)	23 JAN 2023	
321217 HOT MIX ASPHALTIC CONCRETE PAVEMENT (C)	23 JAN 2023	
321313 CONCRETE PAVING (L)	23 JAN 2023	
321314 CONCRETE PAVEMENT (C)	23 JAN 2023	
321315 CURB AND GUTTER (C)	23 JAN 2023	

321316	SIDEWALKS AND DRIVEWAYS (C).....	23 JAN 2023
321317	CURB RAMPS (C).....	23 JAN 2023
321373	CONCRETE PAVING JOINT SEALANTS (L).....	23 JAN 2023
323113	CHAIN LINK FENCES AND GATES (A).....	23 JAN 2023
323913	DECORATIVE METAL BOLLARDS (L).....	23 JAN 2023
328400	PLANTING IRRIGATION (L).....	23 JAN 2023
329113	SOIL PREPARATION (L).....	23 JAN 2023
329119	LANDSCAPE GRADING (L).....	23 JAN 2023
329313	TREES SHRUBS AND GROUNDCOVER (L).....	23 JAN 2023
329813	LANDSCAPE MAINTENANCE (L).....	23 JAN 2023

DIVISION 33 — UTILITIES

330200	EXCAVATION, TRENCHING AND BACKFILLING (C).....	23 JAN 2023
331117	POTABLE WATER LINE AND FITTINGS (C).....	23 JAN 2023
333101	MANHOLES AND INLETS (C).....	23 JAN 2023
333102	SANITARY SEWER SPECIFICATIONS (C).....	23 JAN 2023
333103	BORING AND TUNNELING (C).....	23 JAN 2023
334215	REINFORCED CONCRETE PIPE (C).....	23 JAN 2023
334216	STORM SEWER POLYVINYL CHLORIDE PIPE (C).....	23 JAN 2023

DOCUMENT 000107.1 - ARCHITECT SEAL PAGE

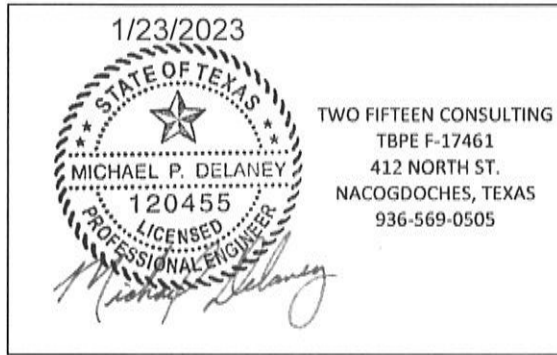
All sections identified on the Table of Contents with a suffix of (A) have been furnished by the Architect for this Project:



KIRKSEY

DOCUMENT 000107.2 – CIVIL SEAL PAGE

All sections identified on the Table of Contents with a suffix of (C) have been furnished by **TWO FIFTEEN CONSULTING** (Civil Engineer) for this Project:



CIVIL SEAL

DOCUMENT 000107.3 – LANDSCAPE SEAL PAGE

All section identified on the Table of Contents with a suffix of (L) have been furnished by **KW Landscape Architects** (Landscape Architect) for this Project:



LANDSCAPE SEAL

DOCUMENT 000107.7 – TECHNOLOGY SEAL PAGE

All sections identified on the Table of Contents with a suffix of (T) have been furnished by **DATAKOM** (AV, Data, Security) for this Project:



TECHNOLOGY SEAL

**SPECIAL CONDITIONS
TO THE STATE OF TEXAS 2015 EDITION OF THE UNIFORM GENERAL
CONDITIONS FOR CONSTRUCTION CONTRACTS**

The following Special Conditions amend and/or supplement the 2015 Edition of the Uniform General Conditions for Construction Contracts, and any Supplemental General Conditions, as they apply to the Construct and Renovate Student Residential and Dining Facilities as follows:

Article 5. Bonds and Insurance

Subsection 5.2.6.1.5 Special Form Builder's Risk Insurance is amended in relation to the Construct and Renovate Student Residential and Dining Facilities-New Dining Hall Project so as to read as follows:

- 5.2.6.1.5. Special Form Builder's Risk Insurance, if applicable (or Special Form installation floater for instances in which the project involves solely the installation of material and/or equipment). Coverage shall be Special Form, including, but not limited to, fire, extended coverage, vandalism and malicious mischief, theft and, if applicable, flood, earth movement and named storm. Builder's risk and installation floater limits shall be equal to 100 percent of the Contract Sum plus, \$5 million Builder's risk coverage for Owner's existing property, including Owner furnished equipment. In the event of a loss on Owner's existing property, Contractor's Builder's Risk insurance will be the primary insurance up to the \$5 million for loss or damages caused by or directly resulting from the Contractor or the Contractor's Subcontractors activities or operations at or to the Owner's existing property, including a \$250,000 insurance deductible for Owner's property insurance. The policy shall also include \$5 million flood and earthquake coverage. Policy will include a waiver of subrogation in favor of Owner. Owner will include a waiver of subrogation in Owner's property insurance in favor of Contractor and the Contractor's Subcontractors. The policy shall be written jointly in the names of Owner and Contractor, and Owner and Contractor shall be jointly responsible for any deductible amounts. Following the initiation of a claim, the parties will undertake an investigation to determine liability for the claim and the percentage of the deductible amount payable by Owner and Contractor. Subcontractors shall be named as additional insureds. Notwithstanding any term or provision herein to the contrary, the parties agree and acknowledge that Builder's Risk Insurance terms and provisions regarding flood coverage, coverage of existing property, coverage of any owner furnished equipment or materials, and any early occupancy of the Site are Project specific, and shall be governed by Supplementary conditions or Special conditions for each Project. The policy shall include the following:

- 5.2.6.1.5.1. This insurance shall be specific as to coverage and not contributing insurance with any permanent insurance maintained on the property.
- 5.2.6.1.5.2. Per paragraph 12.2, upon notification by Owner that Owner desires to occupy all or a portion of the Work prior to Substantial Completion, Contractor shall be responsible for notifying and securing prior approval from the insurance company to ensure the coverage shall not be cancelled or lapsed on account of partial occupancy. Such approval shall not be unreasonably withheld and must be secured within a timeframe to meet Owner's needs.
- 5.2.6.1.5.3. Loss, if any, shall be adjusted and upon mutual agreement of Owner and Contractor funds will be distributed based on claim liability and actual loss incurred by either Party. Contractor will endorse check to Owner in order for funds to be distributed in accordance with the above-referenced agreement between the Parties.
- 5.2.6.1.5.4. The required insurance shall include coverage for Owner's property whether or not in the care, custody and control of Contractor prior to construction, during construction and during the warranty period (i.e., in the care, custody and control in the case of Builder's Risk Insurance, not in the care, custody and control in the case of General Liability, etc.).
- 5.2.6.1.5.5. For Owner furnished equipment or materials that will be in care, custody or control of Contractor, Contractor will be responsible for damage and loss.
- 5.2.6.1.5.6. For those properties located within a Tier 1 or 2 windstorm area, named storm coverage must be provided with limits specified by Owner.
- 5.2.6.1.5.7. For those properties located in flood prone areas, flood insurance coverage must be provided with limits specified by Owner.
- 5.2.6.1.5.8. Builder's risk insurance policy shall remain in effect until Substantial Completion.

EXHIBIT C



Kingham Dalton Wilson, Ltd
EAST TEXAS OFFICE
P.O. BOX 630632
Nacogdoches, Texas 75963
936.564.3329 | kdwltd.com

March 14, 2023,

Jessica DeWitt
Project Control

Nacogdoches, Tx 75961

Re: SFASU New Dining Hall
Phase 2A Sitework Package

We herewith submit the following Phase 2A Sitework package to be incorporated in the forthcoming Phase 2B building estimates, thus creating the GMP.

On February 8th, we received proposals for the following Sitework Packages:
Sitework excavation and select fill at the building pad, Pier demolition, site grading, and silt fence.

Storm Drainage.

Site Utilities:

Site utilities to within 5' of the building foundations.

Sanitary Sewer

Domestic Water and Fire water.

ALLOWANCES included:

Material Testing \$35,000.00

CM Contingency \$58,470.00

A/E Contingency \$58,470.00

Owner Contingency \$58,470.00

Exclusions:

Site gas piping,

Site Concrete

Landscaping

Proposed Phase 2A pricing \$ 1,169,402.00.



Kingham Dalton Wilson, Ltd
EAST TEXAS OFFICE
P.O. BOX 630632
Nacogdoches, Texas 75963
936.564.3329 | kdwltd.com

Alternate #1 Pier Demolition

Invoice \$50,00.00 to the Hall 16 demo project

Delete \$ 50,000.00 accepted

Revised Proposal \$1,119,402.00

Alternate #2 Pier Demolition

Delete saw cutting and break the piers off at elevation 306. Deduct \$ 118,989.00

Alternate #3 Pier Demolition

Delete saw cutting and break the piers off at elevation 304. Deduct \$ 58,395.00

Alternate #4 Material Testing

Reduce Material Testing allowance to soil testing only. Deduct \$ 20,000.00

Respectfully submitted,


Robert Hileman

Description	Quantity	Total Amount
GEN CONDITIONS		
Project Superintendent		36,590
Field Engineer		14,880
Project Vehicles		6,750
Project Management		52,440
Hoisting Equipment		5,244
Scheduling		1,725
Jobsite Communication		780
Temp Electricity		1,050
Temp Job Office		40,400
Storage Trailer		475
Temp Barricades		2,500
Temp Toilet		1,200
Temp Fence		1,000
Fire Protection		120
Safety Rails		1,080
First Aid Equip		225
Job Safety Compliance		4,200
Temp Roads		5,000
CM Job Office Equipment & Expense		2,325
Current Cleanup		10,576
Dump Fees		6,474
Fuel, Oil & Maintenance		5,819
Final Cleanup		6,420
Field Office Supplies		180
Postage & Express		375
Blue Prints		697
Job Sign		565
GEN CONDITIONS		209,089

25,412.00 SQFT

4,992.744 Labor hours
7,187.14 Equipment hours

SITWORK

Sitework Subcontractor	70,676.00	SQFT	314,263
Erosion Control	25,702.00	SQFT	9,991
Site Utilities Water, Sanitar	25,486.00	SQFT	129,840
Storm Drainage	25,486.00	SQFT	85,285
SITWORK			539,379

25,196.00 SQFT

DEMOLITION

Site Selective Demolition	25,702.00	SQFT	110,645
DEMOLITION			110,645

25,412.00 SQFT

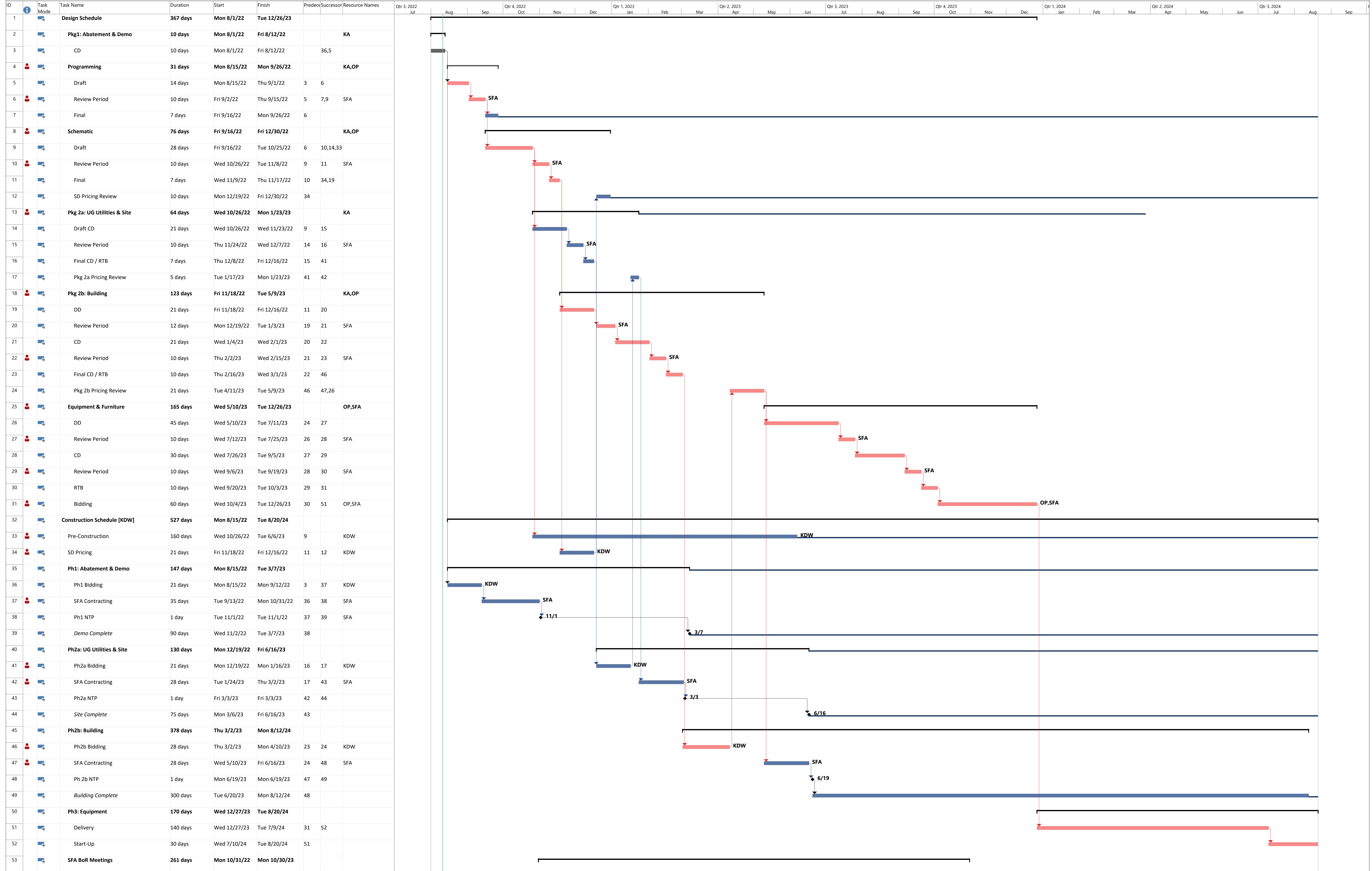
Estimate Totals

Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit
Labor	108,906		4,992.744 hrs			5.391
Material	2,565					0.127

Estimate Totals

Subcontract	670,699					33.203
Equipment	24,175		7,187.140 hrs			1.197
Other	<u>52,768</u>					<u>2.612</u>
	859,113	859,113				42.530
Liability Insurance	3,508			0.300 %	T	0.174
Builder's Risk	2,924			0.250 %	T	0.145
Laboratory Testing	35,000				L	1.733
Performance and Payment Bond	14,694				B	0.727
CM Fee	29,745			3.250 %	T	1.473
CM Contingency (5%)	58,470			5.000 %	T	2.895
Owner Contingency (5%)	58,470			5.000 %	T	2.895
A/E Contingency (5%)	58,470			5.000 %	T	2.895
Labor Burden	49,008			45.000 %	C	2.426
Total		1,169,402				57.891

EXHIBIT D



**NOTICE TO PROCEED FOR PRECONSTRUCTION SERVICES AMENDMENT NO. 4
TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

This Notice to Proceed for Preconstruction Services Amendment No.4 amends and supplements the Agreement, dated February 7, 2019, as amended on February 13, 2019, April 2, 2020, and October 27, 2022, between Stephen F. Austin State University (Owner) and Kingham Dalton Wilson, Ltd (Construction Manager), for RFP #CMR-BLDG PROJECTS-2018 (Project), Owner and Construction Manager establish a Notice to Proceed and a Not-to-Exceed Price for Preconstruction Services as set forth below.

The Agreement hereby reads:

**ARTICLE I
NOT-TO-EXCEED PRICE FOR PRECONSTRUCTION SERVICES**

Construction Manager's Not-to-Exceed Price for the preconstruction Services related to the Work, including the applicable estimated Cost of the Work for Preconstruction Services as defined in Article 5 and Construction Manager's Fee as defined in Article 4, is Three Hundred Ninety Two Thousand Twenty Eight Dollars (\$ 392,028). The Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through G, as follows:

Exhibit A Preconstruction Services Scope of Work, General, Supplementary and other Special Conditions of the Contract on which the Not-to-Exceed Price for Preconstruction Services is based, pages 3 through 4

Exhibit B Allowance items, N/A

Exhibit C Assumptions and clarifications made in preparing the Preconstruction Services Not-to-Exceed Price, Letter for New Dining Hall Preconstruction Services, pages 5 through 5, dated August 17, 2022

Exhibit D Completion schedule, N/A

Exhibit E Alternate prices, N/A

Exhibit F Unit prices, N/A

Exhibit G Detailed Estimate of Not-to-Exceed Preconstruction Services Change Request #2, pages 6 through 6, dated September 8, 2022

It is hereby amended to read:

**ARTICLE I
NOT-TO-EXCEED PRICE FOR PRECONSTRUCTION SERVICES**

Construction Manager's Not-to-Exceed Price for the preconstruction Services related to the Work, including the applicable estimated Cost of the Work for Preconstruction Services as defined in Article 5 and Construction Manager's Fee as defined in Article 4, is Four Hundred Forty Six Thousand Nine Hundred Sixty Five Dollars (\$ 446,965). The Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through G, as follows:

Exhibit A Preconstruction Services to Scope of Work, General, Supplementary and other Special Conditions of the Contract on which the Not-to-Exceed Price for Preconstruction Services Letter for Dining Hall Design Assist request is based, pages 3 through 6 dated December 2, 2022

Exhibit B Allowance items, N/A

Exhibit C Assumptions and clarifications made in preparing the Preconstruction Services Not-to-Exceed Price, Change Request for New Dining Hall Preconstruction Services, pages 7 through 7, dated January 18, 2023

Exhibit D Completion schedule, N/A

Exhibit E Alternate prices, N/A

Exhibit F Unit prices, N/A

Exhibit G Detailed Estimate of Not-to-Exceed Preconstruction Services Change Request #3, pages 8 through 8, dated March 23, 2023

All other terms in the Agreement shall remain in full force and effect. This Amendment shall supersede the Construction Manager Agreement as to any conflicting terms and shall become binding upon signature of the parties below.

OWNER:
Stephen F. Austin State University

CONSTRUCTION MANAGER:
Kingham Dalton Wilson, Ltd

E-SIGNED by Steve Westbrook
on 2023-04-27 16:02:27 CDT

E-SIGNED by Bob Kingham
on 2023-04-28 06:43:32 CDT

(Signature)

(Signature)

Dr. Steve Westbrook, President

(Printed Name and Title)

Bob Kingham

(Printed Name and Title)

April 27, 2023

April 28, 2023

Date

Date



Kingham Dalton Wilson, Ltd
EAST TEXAS OFFICE
P.O. BOX 630632
Nacogdoches, Texas 75963
936.564.3329 | kdwltd.com

December 2, 2022

Mr. John Branch
Stephen F Austin State University
1936 North Street
Nacogdoches, TX 75962

Re: East Dining Hall - Design Assist Procurement and Work Criteria

Mr. Branch,

Basis of Recommendation

KDW is seeking to procure early subcontractor selections for some key subcontracts, to include, in some cases, procurement of long-lead materials. This process enables the team to secure subcontract engagement prior to the approval of the GMP. By having these Design Assist (D/A) subcontractors on board early, we can have a major impact on overall project success. The early benefits include:

- **Scope Specific Constructability Reviews** - Including commentary of best practices, installation options, material & equipment selections, building sequencing guidance and resolution of scope gaps.
- **Budget Certainty** - Assisting in review of documents to ensure cost certainty and quickly identify cost drivers as design progresses
- **Escalation Risk** - Identify potential risk on any material escalation.
- **Schedule Validation** - Provide feedback on material lead times based on current and forecasted market. Identify detailed installation / sequencing approaches to the Design Assist subcontractor's scopes of work.
- **Coordination Drawings** - Participate in the coordination of materials, installation and early BIM process. It is understood that the governing documents are the Issued for Construction documents (IFC's) not a Design BIM

The selection of these subcontractors is a qualification-based process of key subcontractors during the design phase. Together, the project team has identified the following scopes of work based on complexity and cost escalation risk factors.

- Cross-Laminated Timber / Mass Timber
- Electrical
- Mechanical
- Fire Protection
- IT / AV
- Glass & Glazing

General Scope of Design Assist Proposal Packages

Design Assist subcontractors will support in resolution of scope gaps so that they are able to accurately submit GMP. Responsibility of each subcontractor will include the following:

- Proposals will be based on 100% SD documents dated October 26, 2022. KDW will provide a target value for each trade to be used as a baseline in the RFP. The target value will be derived from an estimate which is mutually agreed upon between SFA and KDW.
- D/A subs will assist KDW with cost analysis on a regular basis by,
 - Reviewing documents to ensure that the design is in line with the target pricing
 - Reviewing documents for constructability and clash detection
- The following pricing proposal schedule dates will be required:
 - 50% DD
 - 100% DD – End of February 2023
 - 50% CD
- D/A subs will work with KDW and the Architect/Engineer team to ensure that final 100% CD pricing is equal to or less than the target value.
- Shop drawing and submittal development and CD document development, in collaboration with the design team. To include, in some cases, those required for early procurement of long lead items.
- Schedule development
- Detailed installation development, sequencing and coordination of work

Solicitation and Selection Process

KDW will issue a Request for Proposal (RFP) to the open market by advertising in the local newspaper and providing a formal invitation in compliance with the Standard Form of Agreement between Owner and Construction Manager and UGC. The invitation will also be distributed to a selected group of key subcontractors, the Owner, and the Architect/Engineer team.

Upon award, subcontractors will be expected to begin assisting the Architect/Engineer team on the Contract Documents, drawings and specifications, providing feedback on design efficiencies, assisting design in maintaining the budget, and working with key suppliers on long-lead equipment procurement. Design assist subcontractors will continue to be involved in design refinement, attend design meetings, and participate in joint review meetings for design packages. Design assist subcontractors will provide a guaranteed maximum price to KDW upon receipt of 100% DD documents and are expected to be reasonably close to the original target value. Should the guaranteed maximum price be determined as not in alignment with the project requirements, the D/A contract will be terminated by KDW and the portion of work will proceed via open procurement methods.

The RFP will include the following information:

1. Instructions to Bidders
2. Bid Package
3. Bid Form/Questionnaire to include the following requests for information:
 - a. Company Background / Experience with Design Assist / Relative Project Experience
 - i. Describe your experience with providing Design-Assist Pre-Construction Services. Clearly identify how you engaged and at what frequency / intervals with the CM, Design Team and Owner.
 - b. Description of Proposed Project Approach and Schedule
 - i. Identify your process for achieving these requirements during Pre-Construction Services and Construction Phase Services. Provide abbreviated examples from your past projects used to document and track cost, address cost overruns and eliminate scope gaps.
 - ii. Identify the deliverables and associated intervals you will provide for this project during 1) Pre-Construction Phase Services and 2) Construction Phase Services. Provide abbreviated examples from previous projects.
 - c. Back-log of Work / Manpower and Resources, Including BIM
 - d. Project Team with Resumes
 - i. Explain your approach and commitment to maintaining the key team members proposed today for this project for the entirety of the project.

- ii. Clearly identify each individual team member's level of participation in time % separately for Pre-Construction Services and Construction Phase Services. Identify if any team member proposed for this project will be working on other projects simultaneously and participation in time % for each of those projects.
 - e. Prequalification / Acknowledgement Statement
 - i. Statement of/ Listing of Qualifications that meet minimum project requirements
 - ii. Statement acknowledging commitment to submit and execute a GMP with KDW based on 100% DD Documents
 - iii. Statement of acknowledgement that KDW reserves the right to resolicit for construction if target value is not maintained, through fault of the subcontractor
 - f. Safety Record & Data
 - g. Quality Control & Constructability Standards
 - i. Describe your constructability program, how it is implemented, who participates to what degree and value it will provide this project.
 - ii. Explain how you intend to use BIM during pre-construction and construction phases as it relates to the BIM process requirements. Provide examples of best practices which contributed to a successful BIM process on previous projects.
 - h. HUB Information
 - i. Proposed Preconstruction Fee
 - j. Proposed Construction Fee
- 4. Tentative Project Schedule
- 5. KDW Standard Subcontractor Agreement

A non-mandatory pre-proposal conference will be held once the RFP has been issued to the market, where interested subcontractors may ask questions and clarifications. Confirmation of date and time received will be validated by Owner's Designated Representative. Incomplete proposals, or proposals received after the deadline will not be accepted and/or considered.

KDW will evaluate the proposals and recommend to the owner, a maximum of 3 'most qualified' respondents. Assigned representatives from the Owner and the Architect / Engineer will review the recommendations in deliberation with KDW; each entity providing a ranking for each respondent. KDW will analyze the collective rankings and make a Recommendation of Award to the Owner to be followed by written acknowledgement from the Owner.

Schedule

The anticipated timeline for the selection of the Design Assist Subcontractors is listed below:

- RFP Advertisement - December 4, 2022
- Pre-Proposal Conference - December 9, 2022
- RFP Responses Due - December 19, 2022
- Respondent Review Complete - December 20, 2022
- Subcontractor Selection - December 22, 2022

Reference Supporting Contract Clauses

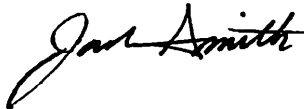
2.1.7 CM shall arrange for timely delivery of long-lead items as required to meet project schedule; recommend to Owner and Architect a schedule for procurement of long-lead items which constitute part of the work.

2.2.7 Owner may authorize in writing, the incurrence of cost of work prior to GMP and NTP

6.1.2 / 6.1.6 With Owner's prior approval, advance payments of services, materials or equipment, which have not been provided, delivered and/or stored on site

Please contact me at 936-468-1996 if you have any questions.

Respectfully,

A handwritten signature in black ink that reads "Jack Smith". The signature is written in a cursive style with a large, looping initial "J".

Jack Smith

Kingham Dalton Wilson Ltd

Senior Project Manager

Cc: Jessica DeWitt, Bob Kingham, John Kingham

EXHIBIT C



5858 Westheimer Ste 150
Houston, TX 77057
Ph : 7135415070

Change Request

To: SFA Precon Dining Facility

Number: 01

Date: 1/18/23

Job: 32-368 SFASU New Dining Hall Precon

Phone:

Description: PRECONSTRUCTION SERVICES

We are pleased to offer the following specifications and pricing to make the following changes:

CHANGE REQUEST TO ADD PRECONSTRUCTION SERVICE VENDORS

TERRACON	\$ 6,750.00
STILES ELECTRIC	\$ 10,000.00
TDR MECHANICAL	\$ 15,000.00
MIDSOUTH FIRE PROTECTION-0-	
EASTEX GLASS	\$ 13,200.00
SURELAM-	
ELECTRALINK--0-	
general conditions	
SOUND TECHS	\$ 7,925.00
SUBTOTAL	\$ 52,995.00
CM FEE 3.25%	\$ 1,942.00
TOTAL	\$ 54,937.00

13,320 RH
 213 WJH
 53,208 RH
 1,729 (only 3.25% allowed, moved \$219.66 to GC)
 54,937 ✓ RH

The total amount to provide this work is \$54,937.00

If you have any questions, please contact me at 936-564-3329.

Submitted by: ROBERT HILEMAN
KDW, LTD

Approved by: WJH
Date: 5/19/23

Detailed Estimate of Not-to-Exceed Preconstruction Services
Change Request #3 - 03/23/2023

	Preconstruction Cost Components (Include Names whenever Possible)	Estimated Hours for Labor or Equipment	Average Hourly Labor Rate (Fully Burdened per Hourly Rate Breakdown Tab)	Estimated Labor Costs (Subject to Audit Adjustment to Actual Costs)	Estimated Equipment Costs (Include Breakdown of Estimated Equipment Costs)	Other Costs	Estimated Subcontract Costs	Total Estimated NTE Cost for All Projects (Note: These are not Line Item Maximums)	Total Change
All Project Recap	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ 185,102	\$ 1,684	\$ 21,542	\$ -	\$ 446,965	\$ 54,937
Performing Arts	Pre-Construction Costs - Proj. Executive	315.00	110.51	\$ 34,785	\$ 1,181	\$ 2,648	\$ -	\$ 38,614	
Performing Arts	Pre-Construction Costs - Estimator	519.00	55.58	\$ 28,852	\$ -	\$ 2,396	\$ -	\$ 31,248	
Performing Arts	Pre-Construction Costs - Project Manager	286.00	59.28	\$ 16,958	\$ 450	\$ 1,427	\$ -	\$ 18,835	
Performing Arts	Pre-Construction Costs - HUB/Plan Distribution	184.00	37.05	\$ 6,808	\$ -	\$ 150	\$ -	\$ 6,958	
Performing Arts	Pre-Construction Costs - Consultants						\$ -	\$ -	
Performing Arts	Pre-Construction Costs - Plan Printing					\$ 2,000		\$ 2,000	
Performing Arts	Subtotal Estimated Direct Preconstruction Costs			\$ 87,403	\$ 1,631	\$ 8,621	\$ -	\$ 97,655	
Performing Arts	Add Agreed Upon 3.25% CM Fee			\$ 2,841	\$ 53	\$ 280	\$ -	\$ 3,174	
Performing Arts	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ 90,244	\$ 1,684	\$ 8,901	\$ -	\$ 100,829	\$ -
Residence	Pre-Construction Costs - Proj. Executive	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - Estimator	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - Project Manager	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - HUB/Plan Distribution	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - Consultants						\$ -	\$ -	
Residence	Pre-Construction Costs - Plan Printing					\$ -		\$ -	
Residence	Subtotal Estimated Direct Preconstruction Costs			\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Add Agreed Upon 3.25% CM Fee			\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)-Actual amount paid out			\$ -	\$ -	\$ -	\$ -	\$ 37,853	\$ -
Dining Hall	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)-Actual amount paid out							\$ 5,069	\$ -
Dining Hall Version 2:									
Dining Hall	Pre-Construction Costs - Proj. Executive	240.00	110.97	\$ 26,633	\$ 1,910	\$ 960	\$ -	\$ 29,503	
Dining Hall	Pre-Construction Costs - Estimator	456.00	43.28	\$ 19,736	\$ -	\$ 1,824	\$ -	\$ 21,560	
Dining Hall	Pre-Construction Costs - Project Manager	568.00	60.98	\$ 34,637	\$ 4,521	\$ 2,272	\$ -	\$ 41,430	
Dining Hall	Pre-Construction Costs - HUB/Plan Distribution	488.00	53.69	\$ 26,201	\$ -	\$ 1,952	\$ -	\$ 28,153	
Dining Hall	Pre-Construction Costs - Consultants						\$ 10,000	\$ 10,000	
Dining Hall	Pre-Construction Costs - Plan Printing					\$ 5,700		\$ 5,700	
Dining Hall	Change 3 Design Assistance			\$ -	\$ -	\$ -	\$ 53,208	\$ 53,208	
Dining Hall	Subtotal Estimated Direct Preconstruction Costs			\$ 107,206	\$ 6,432	\$ 12,708	\$ 63,208	\$ 189,554	
Dining Hall	Add Agreed Upon 3.25% CM Fee			\$ 3,484	\$ 209	\$ 413	\$ 2,054	\$ 6,160	
Dining Hall	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ 110,690	\$ 6,641	\$ 13,121	\$ 65,262	\$ 195,714	\$ 54,937
Welcome Center	Pre-Construction Costs - Proj. Executive	0.00	110.51	\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Pre-Construction Costs - Estimator	0.00	55.58	\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Pre-Construction Costs - Project Manager	0.00	59.28	\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Pre-Construction Costs - HUB/Plan Distribution	0.00	37.05	\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Pre-Construction Costs - Plan Printing					\$ -		\$ -	
Welcome Center	Subtotal Estimated Direct Preconstruction Costs			\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Add Agreed Upon 3.25% CM Fee			\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Athletics	Pre-Construction Costs - Proj. Executive	284.00	110.51	\$ 31,411	\$ -	\$ 3,350	\$ -	\$ 34,761	
Athletics	Pre-Construction Costs - Estimator	85.00	55.58	\$ 4,724	\$ -	\$ 342	\$ -	\$ 5,066	
Athletics	Pre-Construction Costs - Project Manager	728.00	59.28	\$ 43,184	\$ -	\$ 4,001	\$ -	\$ 47,185	
Athletics	Pre-Construction Costs - HUB/Plan Distribution	339.00	37.05	\$ 12,554	\$ -	\$ 786	\$ -	\$ 13,340	
Athletics	Pre-Construction Costs - Consultants						\$ -	\$ -	
Athletics	Pre-Construction Costs - Plan Printing					\$ 3,763		\$ 3,763	
Athletics	Subtotal Estimated Direct Preconstruction Costs			\$ 91,873	\$ -	\$ 12,243	\$ -	\$ 104,116	
Athletics	Add Agreed Upon 3.25% CM Fee			\$ 2,986	\$ -	\$ 398	\$ -	\$ 3,384	
Athletics	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ 94,859	\$ -	\$ 12,641	\$ -	\$ 107,500	\$ -
TOTAL CHANGE									\$ 54,937

**NOTICE TO PROCEED FOR PRECONSTRUCTION SERVICES AMENDMENT NO. 3
TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

This Notice to Proceed for Preconstruction Services Amendment No.3 amends and supplements the Agreement, dated February 7, 2019, as amended on February 13, 2019 and April 2, 2020, between Stephen F. Austin State University (Owner) and Kingham Dalton Wilson, Ltd (Construction Manager), for RFP #CMR-BLDG PROJECTS-2018 (Project), Owner and Construction Manager establish a Notice to Proceed and a Not-to-Exceed Price for Preconstruction Services as set forth below.

The Agreement hereby reads:

**ARTICLE I
NOT-TO-EXCEED PRICE FOR PRECONSTRUCTION SERVICES**

Construction Manager's Not-to-Exceed Price for the preconstruction Services related to the Work, including the applicable estimated Cost of the Work for Preconstruction Services as defined in Article 5 and Construction Manager's Fee as defined in Article 4, is Three Hundred Twenty Three Thousand Six Hundred Seventy Two Dollars (\$ 323,672). The Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits G, as follows:

Exhibit A Preconstruction Services Scope of Work, General, Supplementary and other Special Conditions of the Contract on which the Not-to-Exceed Price for Preconstruction Services is based, pages 3 through 4

Exhibit B Allowance items, N/A

Exhibit C Assumptions and clarifications made in preparing the Preconstruction Services Not-to-Exceed Price, N/A

Exhibit D Completion schedule, N/A

Exhibit E Alternate prices, N/A

Exhibit F Unit prices, N/A

Exhibit G Detailed Estimate of Not-to-Exceed Preconstruction Services Change Request #1, page 5

It is hereby amended to read:

**ARTICLE I
NOT-TO-EXCEED PRICE FOR PRECONSTRUCTION SERVICES**

Construction Manager's Not-to-Exceed Price for the preconstruction Services related to the Work, including the applicable estimated Cost of the Work for Preconstruction Services as defined in Article 5 and Construction Manager's Fee as defined in Article 4, is Three Hundred Ninety Two Thousand Twenty Eight Dollars (\$ 392,028). The Price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through G, as follows:

Exhibit A Preconstruction Services Scope of Work, General, Supplementary and other Special Conditions of the Contract on which the Not-to-Exceed Price for Preconstruction Services is based, pages 3 through 4

Exhibit B Allowance items, N/A

Exhibit C Assumptions and clarifications made in preparing the Preconstruction Services Not-to-Exceed Price, Letter for New Dining Hall Preconstruction Services, pages 5 through 5, dated August 17, 2022

Exhibit D Completion schedule, N/A

Exhibit E Alternate prices, N/A

Exhibit F Unit prices, N/A

Exhibit G Detailed Estimate of Not-to-Exceed Preconstruction Services Change Request #2,
pages 6 through 6, dated September 8, 2022

All other terms in the Agreement shall remain in full force and effect. This Amendment shall supersede the Construction Manager Agreement as to any conflicting terms and shall become binding upon signature of the parties below.

OWNER:
Stephen F. Austin State University

CONSTRUCTION MANAGER:
Kingham Dalton Wilson, Ltd

E-SIGNED by Steve Westbrook
on 2022-10-26 19:43:59 CDT

E-SIGNED by Bob Kingham
on 2022-10-27 08:39:40 CDT

(Signature)

(Signature)

Dr. Steve Westbrook, Interim President

(Printed Name and Title)

Bob Kingham

(Printed Name and Title)

October 26, 2022

Date

October 27, 2022

Date

Exhibit A
Preconstruction – Scope of Services

The Preconstruction Phase is crucial to the success of the construction projects. The Parties therefore agree that the following Services are included in the Work.

Construction Manager (CMR) agrees to:

Project Activities

- Establish project goals and priorities for the Project Team
- Establish procedures for lines of communication
- Assist in outlining responsibilities of Owner, Architect, Construction Manager, Contractors and Third Parties
- Develop an overall management plan and schedule of critical design and construction dates in order to accomplish the project objective
- Provide Services related to the preconstruction phase as and when required by Owner
- Review each set of phase documents for:
 - Review and report on constructability
 - Identify and report long lead items
 - Identify and report material and manufactures with known problems
 - Prepare an estimate of cost at each phase
 - Prepare a list of VE suggestions for each phase that is over budget
- Participate (at each phase) in an OAC meeting to review the above items
- If the project is over budget and A-E is required to revise the phase documents, CMR will review the above items until the project is within budget and Owner issues a notice for the A-E to proceed with production of documents for the next phase

Conceptual Planning Activities

- Validate lines of communication
- Develop, implement, and monitor cost estimating model for continuous budget control
- Provide conceptual estimate
- Validate architects' document preparation schedule

Schematic Design Activities

- Prepare schematic design phase estimate
- Hold technical review sessions with Owner, Architect, and other consultants
- Analyze potential for use of systems components
- Consult with Owner and Architect on means and methods of construction
- Review schematic design documents
- Prepare "trade-off" studies relative to value engineering
- Provide constructability review
- Revise critical data schedule
- Begin marketing to subcontractor community

Design Development Activities

- Refine cost estimate
- Review design development documents with Owner and Architect
- Define scheduling milestones
- Provide input on life cycle costs
- Provide constructability review
- Prepare site use study for allocation of space (storage, parking and temporary facilities)
- Prepare cash flow analysis
- Discuss value engineering possibilities
- Evaluate cost escalation changes

Construction Document Stage

- Update estimate
- Review drawings and specifications
- Develop strategy for subcontractor participation
- Schedule and conduct pre-bid conferences
- Develop a detailed progress network schedule
- Conduct Construction Document value engineering analysis
- Finalize HUB Subcontracting Plan
- Organize and manage early site work and other early procurement items

Management of GMP Bidding Stage

- Advertise and solicit for subcontractor and vendor bids and proposals
- Conduct bid and proposal opening
- Prepare tabulations for each bid or proposal received
- Review proposals for compliance with contract documents
- Prepare variance report (preliminary estimates v. actual bids)
- Review apparent low contractors qualification and potential value to project
- Initiate procedure to mitigate over budget proposals
 - Determine reason for the overrun
 - Request that the low contract review bid
 - Reject bid and negotiate with next bidder
 - Reject all bids and re-bid the phase of the work in question
 - Self-perform if in best interests of project, and in consultation with Owner and Architect
 - Award contracts

HUB Commitment Plan Activities

- Provide all interested HUBs with access to plans and specifications
- Contact each HUB responding to solicitation to discuss scope of work and contractual requirements of project
- Assist HUBs in obtaining bonding and insurance
- Negotiate in good faith with HUBs to help ensure their participation
- Submit monthly compliance reports



Kingham Dalton Wilson, Ltd
EAST TEXAS OFFICE
P.O. BOX 630632
Nacogdoches, Texas 75963
936.564.3329 | kdwltd.com

August 17, 2022

Jessica DeWitt
Stephen F. Austin State University
1936 North Street
Nacogdoches, TX 75962

Re: New Dining Hall
Pre-Construction Services

We hereby propose the following Not to Exceed Lump Sum Price for pre-construction services on the above referenced project based on the Baseline Project Schedule received on August 9, 2022.

Proposal includes attending biweekly project meetings, providing budget estimates at schematic design and 60% design development, costs associated with Design-Assist and providing bid services for development of the GMP for Phase 2a “Underground Utilities and Site” and Phase 2b “Building”.

Total Pre-Construction Not to Exceed Lump Sum Price = \$ 140,777.00

See attached detailed estimate.

Sincerely,
Kingham Dalton Wilson, Ltd

Jack Smith
Project Manager

EXHIBIT G
Detailed Estimate of Not-to-Exceed Preconstruction Services
Change Request #2 - 09/08/2022

All Project Recap	Preconstruction Cost Components (Include Names whenever Possible)	Estimated Hours for Labor or Equipment	Average Hourly Labor Rate (Fully Burdened per Hourly Rate Breakdown Tab)	Estimated Labor Costs (Subject to Audit Adjustment to Actual Costs)	Estimated Equipment Costs (Include Breakdown of Estimated Equipment Costs)	Other Costs	Estimated Subcontract Costs	Total Estimated NTE Cost for All Projects (Note: These are not Line Item Maximums)	Total Change
	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ 185,102	\$ 1,684	\$ 21,542	\$ -	\$ 392,028	\$ 68,356
Performing Arts	Pre-Construction Costs - Proj. Executive	315.00	110.51	\$ 34,785	\$ 1,181	\$ 2,648	\$ -	\$ 38,614	
Performing Arts	Pre-Construction Costs - Estimator	519.00	55.58	\$ 28,852	\$ -	\$ 2,396	\$ -	\$ 31,248	
Performing Arts	Pre-Construction Costs - Project Manager	286.00	59.28	\$ 16,958	\$ 450	\$ 1,427	\$ -	\$ 18,835	
Performing Arts	Pre-Construction Costs - HUB/Plan Distribution	184.00	37.05	\$ 6,808	\$ -	\$ 150	\$ -	\$ 6,958	
Performing Arts	Pre-Construction Costs - Consultants			\$ -	\$ -	\$ -	\$ -	\$ -	
Performing Arts	Pre-Construction Costs - Plan Printing			\$ -	\$ -	\$ 2,000	\$ -	\$ 2,000	
Performing Arts	Subtotal Estimated Direct Preconstruction Costs			\$ 87,403	\$ 1,631	\$ 8,621	\$ -	\$ 97,655	
Performing Arts	Add Agreed Upon 3.25% CM Fee			\$ 2,841	\$ 53	\$ 280	\$ -	\$ 3,174	
	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ 90,244	\$ 1,684	\$ 8,901	\$ -	\$ 100,829	\$ -
Residence	Pre-Construction Costs - Proj. Executive	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - Estimator	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - Project Manager	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - HUB/Plan Distribution	0.00	0.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - Consultants			\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Pre-Construction Costs - Plan Printing			\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Subtotal Estimated Direct Preconstruction Costs			\$ -	\$ -	\$ -	\$ -	\$ -	
Residence	Add Agreed Upon 3.25% CM Fee			\$ -	\$ -	\$ -	\$ -	\$ -	
	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)-Actual amount paid out			\$ -	\$ -	\$ -	\$ -	\$ 37,853	\$ (12,464)
	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)-Actual amount paid out						\$ 5,069		\$ (59,957)
	Dining Hall Version 2:								
Dining Hall	Pre-Construction Costs - Proj. Executive	240.00	110.97	\$ 26,633	\$ 1,910	\$ 960	\$ -	\$ 29,503	
Dining Hall	Pre-Construction Costs - Estimator	456.00	43.28	\$ 19,736	\$ -	\$ 1,824	\$ -	\$ 21,560	
Dining Hall	Pre-Construction Costs - Project Manager	568.00	60.98	\$ 34,637	\$ 4,521	\$ 2,272	\$ -	\$ 41,430	
Dining Hall	Pre-Construction Costs - HUB/Plan Distribution	488.00	53.69	\$ 26,201	\$ -	\$ 1,952	\$ -	\$ 28,153	
Dining Hall	Pre-Construction Costs - Consultants			\$ -	\$ -	\$ 10,000	\$ -	\$ 10,000	
Dining Hall	Pre-Construction Costs - Plan Printing			\$ -	\$ -	\$ 5,700	\$ -	\$ 5,700	
Dining Hall	Subtotal Estimated Direct Preconstruction Costs			\$ 107,206	\$ 6,432	\$ 12,708	\$ 10,000	\$ 136,346	
Dining Hall	Add Agreed Upon 3.25% CM Fee			\$ 3,484	\$ 209	\$ 413	\$ 325	\$ 4,431	
	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ 110,690	\$ 6,641	\$ 13,121	\$ 10,325	\$ 140,777	\$ 140,777
Welcome Center	Pre-Construction Costs - Proj. Executive	0.00	110.51	\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Pre-Construction Costs - Estimator	0.00	55.58	\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Pre-Construction Costs - Project Manager	0.00	59.28	\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Pre-Construction Costs - HUB/Plan Distribution	0.00	37.05	\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Pre-Construction Costs - Plan Printing			\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Subtotal Estimated Direct Preconstruction Costs			\$ -	\$ -	\$ -	\$ -	\$ -	
Welcome Center	Add Agreed Upon 3.25% CM Fee			\$ -	\$ -	\$ -	\$ -	\$ -	
	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Athletics	Pre-Construction Costs - Proj. Executive	284.00	110.51	\$ 31,411	\$ 3,350	\$ -	\$ -	\$ 34,761	
Athletics	Pre-Construction Costs - Estimator	85.00	55.58	\$ 4,724	\$ 342	\$ -	\$ -	\$ 5,066	
Athletics	Pre-Construction Costs - Project Manager	728.00	59.28	\$ 43,184	\$ 4,001	\$ -	\$ -	\$ 47,185	
Athletics	Pre-Construction Costs - HUB/Plan Distribution	339.00	37.05	\$ 12,554	\$ 786	\$ -	\$ -	\$ 13,340	
Athletics	Pre-Construction Costs - Consultants			\$ -	\$ -	\$ -	\$ -	\$ -	
Athletics	Pre-Construction Costs - Plan Printing			\$ -	\$ 3,763	\$ -	\$ -	\$ 3,763	
Athletics	Subtotal Estimated Direct Preconstruction Costs			\$ 91,873	\$ -	\$ 12,243	\$ -	\$ 104,116	
Athletics	Add Agreed Upon 3.25% CM Fee			\$ 2,986	\$ -	\$ 398	\$ -	\$ 3,384	
	Total Agreed Upon NTE PreConstruction Budget (Subject to Adjustment By Issuance of Additional Services Amendment)			\$ 94,859	\$ -	\$ 12,641	\$ -	\$ 107,500	\$ -
	TOTAL CHANGE								\$ 68,356