



June 17th, 2025

VIA ELECTRONIC MAIL

Mr. Max Cleaver
Chief Operation Officer
Hays CISD
21003 Interstate 35 Frontage Road
Kyle, TX 78640

RE: Guaranteed Maximum Price | Hays CISD Johnson HS MPAC & Weight Room

Dear Max,

On behalf of CORE Construction, I am pleased to submit our Guaranteed Maximum Price for the Hays CISD Johnson HS MPAC and Weight Room.

Guaranteed Maximum Price Summary:

| | |
|----------------------------------------|---------------------|
| Total Guaranteed Maximum Price: | \$27,440,143 |
|----------------------------------------|---------------------|

We look forward to a successful and enjoyable project together. Thank you for this opportunity, please do not hesitate to contact me directly with any questions or comments.

Respectfully submitted,

Connor Wade

Connor Wade
PreConstruction Manager
CORE Construction

ASSUMPTIONS, CLARIFICATIONS, & EXCLUSIONS

Schedule

Project Construction Duration and Substantial Completion shall remain dependent upon the Site Development Approval and the following criteria:

- The following milestones are to be met. The dates listed below are the latest possible dates to meet these milestones and any delays will impact the Substantial Completion Date and potentially additional costs to General Conditions.
 - GMP approval to be received no later than 7/21/2025
 - NTP and Building Construction to start by 7/28/2025
 - Building Permit to be received no later than 09/01/2025
 - If NTP is received prior to the date listed above, the Substantial Completion date will not adjust to an earlier date, due to material lead times.
 - If the above criteria are unachievable Substantial Completion will need to be adjusted, or acceleration costs further discussed.
- Overall Substantial Completion – 01/11/27
 - Building Turnover for MPAC – 01/11/27
 - Building Turnover for Weight Room – 09/07/26
 - Building Turnover for Connector Road – 08/31/26
 - Building Turnover for Parking Addition – 09/27/26

Owner Items

- HAYS CISD and CORE each acknowledge that national and international markets, have been and will continue to be, affected by supply chain issues and other factors, impacting the availability of materials as well as pricing. In the event labor and/or materials or pricing are affected by unforeseen market factors, pandemic, port delays caused by labor shortages, shutdowns, or other factors, the parties shall negotiate an equitable adjustment to the Contract Price and Schedule as needed due to negative impacts to the Project arising from market conditions. Additionally, substitutions or materials, equipment, systems, etc. may be necessary or partially necessary if specified items are not available.
- In the event of an unexpected Tariff: The City and Contractor agree to work together to source domestic materials to avoid any cost escalation. Any cost escalation, not caused by the Contractor, shall be remedied via Owner's contingency.
- This GMP is guaranteed for 30 calendar days. After such time, CORE reserves the right to adjust the GMP based upon market conditions in effect at the time of final acceptance.
- Testing, as well as and Special Inspections, are by Owner, and are not included.
- Third-party Commissioning is by Owner and is not included. CORE will provide coordination as required.
- Platting and/or re-platting, licensing agreements, land-use permitting, and site development permits as well as any cost related thereto, is not included.
- Building permit costs, plan expeditor fees, plan check fees, impact fees and their associated permits, site development permits/fees, gas and electrical service charges, utility recovery or tap fees, and/or water meter fees shall be paid for by Owner and are not included.

Contingency and Allowances

- **Construction Contingency of 2%** is included in this proposal – Construction Contingency is intended to be used at CORE's discretion to cover costs that have not been identified as a trade specific scope on the GMP setting documents and may require further clarification or coordination. These costs may include scope gap, coordination issues between trades, and missed scope during the subcontractor bidding process. Construction Contingency does not account for design revisions or additional scope requests made by the Owner or Architect. Owner's approval shall not be unreasonably withheld.
 - **Owner Contingency of 2%** – is included in this proposal – Owner/Design contingency is intended to be used at the owner's discretion to cover unforeseen conditions, design revisions, or additional scope requests made by the Owner and/or Design Team.
 - **Construction Manager's Fee** - Upon the establishment of the Guaranteed Maximum Price (GMP) as set forth in AIA A133 Section 6.1.1, the Contractor's Fee shall convert to a fixed fee. This fixed fee shall be determined based on the agreed percentage of the Cost of the Work at the time the GMP is established. Once fixed, the Contractor's Fee shall not be subject to adjustment, except as set forth in Section 6.3.
 - **Escalation/Tariff Allowance of 1%**– Escalation Allowance is included in this proposal - This allowance shall account for an increase in price of materials equipment or products between the date of this proposal and the time when the job is ready for the installation of the affected material. The allowance shall be used at CORE's discretion to reflect the additional cost to obtain the materials, provided that the Contractor gives the Owner written, indisputable notice and documentation of the increased costs.
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- Allowance #1 – TAS/Permitting Comments: \$35,000
 - Allowance #2 – DAS System: \$52,067
 - Allowance #3 – Graphics: \$200,000
 - Allowance #4 – Signage: \$100,000
 - Allowance #5 – Redesign of the Existing Detention Pond: \$100,000
 - Allowance #6 – FFE - \$50,000
 - Allowance #7 – Turf Field Customization and Branding: \$65,000
 - Allowance #8 –Turf Field Baseball and Softball Markings: \$80,000
 - Allowance #9 – Add Four (4) lights and two (2) Pipe Gates to the New Drive: \$35,000
 - Allowance #10 – Gates and Fencing at Connector Rd: \$130,000

Alternates

- Add Alternate #1 – Construction of the Multipurpose Athletic Facility – In Base Bid
- Add Alternate #2 – Construction of the Connector Road – In Base Bid
- Add Alternate #3 – Replace all existing exterior lighting – In Base Bid
- Add Alternate #4 – Replace lighting at the band practice area – In Base Bid
- Add Alternate #5A – Provide controls systems by Automated Logic in lieu of Climatec Alerton – Price TBD
- Add Alternate #5B – Provide controls systems by Johnson Controls in lieu of Climatec Alerton – Price TBD
- Add Alternate #6A – Provide D-X mechanical equipment by Trane in lieu of base bid Lennox – Price TBD
- Add Alternate #6B – Provide D-X mechanical equipment by Daikin in lieu of base bid Lennox – Price TBD

