ALAMO COLLEGES DISTRICT

MEETING OF THE BOARD OF TRUSTEES
MEETING AS A COMMITTEE OF THE WHOLE

TUESDAY, DECEMBER 1, 2020
6:00 PM

Via video/teleconference pursuant to the Open Meetings Act procedures announced by Governor Abbot

Notice is hereby given that a Meeting as a Committee of the Whole of the Board of Trustees of the Alamo Community College District will be held on Tuesday, December 1, 2020. The meeting will convene in open session at 6:00 PM. The "Committee of the Whole" will participate in an in-depth detailed working consideration of agenda items for which final action will be considered at the next regularly scheduled board meeting.

NOTICE CONCERNING PUBLIC ACCESS

As permitted by the Texas Governor's declaration on March 16, 2020, governmental bodies may conduct meetings by telephone or video conference to advance the public health goal of limiting face-to-face meetings. The Board's Meeting on December 1, 2020 will be accessible to the public and allow the public to participate via telephone and video audio conference. Any member of the public may participate in the Board Meeting by clicking the link https://alamo.zoom.us/j/91678593071 or by calling telephone number 1-346-248-7799, and entering Meeting ID: 91678593071 when prompted**.** Additionally, the Board members, Chancellor, participating staff and attorneys will participate by video conference to facilitate the roll call, quorum, and any executive session. The Board Meeting will not be conducted from any physical location of the College District.

An electronic copy of the agenda packet that the Board will consider is posted at https://meetings.boardbook.org/Public/Organization/679 . The meeting will be recorded and available to the public after the meeting.

This Meeting as a Committee of the Whole of the Board of Trustees, being held for the reasons listed below, is authorized in accordance with the Texas Government Code, §§ 551.001 - 551.146. Verification of Notice of Meeting and Agenda are on file in the Office of the Chancellor. Executive Session, if required, is authorized by Chapter 551 and will be conducted prior to the conclusion of the meeting. If it is decided during the course of the meeting that discussion of any item listed on the agenda should be held in Executive Session, the Committee will convene in Executive Session in accordance with Tex. Govt. Code §§ 551.071 - 551.087. In order to vote on items discussed in Executive Session, the Board of Trustees must take action in the open portion of the meeting on items discussed in the Executive Session. The Committee will consider, discuss, and take appropriate action regarding the following items:

AGENDA

1. **CALL TO ORDER**
2. **CERTIFICATION AND POSTING OF NOTICE**
3. **ROLL CALL**
4. **PLEDGE OF ALLEGIANCE**
5. **CITIZENS TO BE HEARD**

Registration: A Citizen to be Heard is required to email Sandra Torres, Board Liaison, at storres304@alamo.edu by 5:00 pm on December 1, 2020 to register to speak by providing his/her name, the name of the organization if speaking on behalf of an organization, and the agenda item number as to which Citizen will speak. Staff will contact the citizen to ensure they are able to participate via the zoom link and telephone number provided on the agenda. Individuals will have a three-minute time period. State law limites Trustees reponse to public comments.

6. **STUDENT SUCCESS COMMITTEE**, *Clint Kingsbery, Chair*
   - A. Program Highlights: San Antonio College Honors Academy 4
     Presenter: Laurie Coleman
   - B. Alamo Guided Pathways and Pathways Leadership Council (PLC) Update 14
     Presenter: Debi Gaitan and Dr. Ray Pfang
   - C. Downward Expansion Update 61
     Presenter: Samantha Gallegos
   - D. AlamoADVISE Update 69
     Presenter: Blanca Balle Villegas
   - E. Enrollment Management 79
     Presenter: Debi Gaitan
7. **LEGISLATIVE COMMITTEE**, *Joe Alderete, Jr., Chair*
   - A. Discussion and Possible Action on Adoption of the 2021 Legislative Agenda 96
     Presenter: Priscilla Camacho
8. **PERSONNEL**
   - A. Discussion and Possible Action on Establishment of Internal Revenue Code Section 401(a) Executive Salary Deferral Plan and Approval of Associated Agreements and Documentation 107
9. **POLICY and LONG RANGE PLANNING COMMITTEE,** *Joe Alderete, Jr, Chair*
   - A. Discussion and Possible Action on Revision of B.5.3 (Board Policies) 263
10. **AUDIT, BUDGET AND FINANCE COMMITTEE,** *Roberto Zarate, Chair*
   - A. Budget Amendment Overview 271
     Presenter: Shayne West
   - B. Discussion and Possible Action on Acceptance of FY 2020-2021 Budget: Amendment No. 1 286
     Presenter: Shayne West
   - C. Discussion and Possible Action on Acceptance of FY 2020-2021 Budget: Amendment No. 2 289
     Presenter: Shayne West
   - D. Discussion and Possible Action on 2020 Tax Assessment Roll (Roll Call Vote) 295
     Presenter: Dr. Diane Snyder
   - E. Discussion and Possible Action to Amend the Video Conferencing Software as a Service Agreement with Zoom Video Communications, Inc. 297
     Presenter: Dr. Diane Snyder
   - F. Discussion and Possible Action for the Purchase of Cyber Security Training Program 299
     Presenter: Dr. Diane Snyder
   - G. Discussion and Possible Action for the Purchase of Continuing Education Course Registration Software 301
     Presenter: Dr. Diane Snyder
11. **FISCAL SERVICES REPORTS**
   - A. Discussion and Possible Action on Monthly Contracts Report 303
   - B. Discussion and Possible Action on Monthly Grants and Contracts Report 305
   - C. Discussion and Possible Action on Approval of Construction Reports 317
   - D. Discussion and Possible Action on Approval of Financial Reports 326
   - E. Discussion and Possible Action on Approval of Monthly Report on Cooperative Purchases in Excess of $100,000 334
12. **BUILDING, GROUNDS AND SITES SELECTION COMMITTEE,** *Joe Jesse Sanchez, Chair*
   - A. CIP Bond Oversight Committee Meeting Report 337
     Presenter: Joe Jesse Sanchez
   - B. Overview of Construction Minute Order Actions 338

Presenter: Lacy Hampton

C. Discussion and Possible Action on Amending the Construction Manager at Risk Contract with Skanska USA Building, Inc. for the Alamo Colleges District - St. Philip's College Tourism, Hospitality and Culinary Arts (THCA) Capital Improvement Project to Extend the Construction Time Schedule (CSP 18C-005) **Presenter:** Lacy Hampton	360
D. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Physical Plant, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005) **Presenter:** Lacy Hampton	412
E. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Parking Garage/Added Scope San Pedro Improvements, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005) **Presenter:** Lacy Hampton	439
F. Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District - San Antonio College (SAC) Fletcher Student Success Administration Building Renovation, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005) **Presenter:** Lacy Hampton	469
G. Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District - San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005) **Presenter:** Lacy Hampton	495

13. **EXECUTIVE SESSION**
    - A. Pursuant to §551.071, Texas Government Code, the Committee of the Whole may consult with its attorneys to seek their advice on matter(s) in which the duty of the attorney(s) to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
    - B. Pursuant to § 551.071, Texas Government Code, the Committee of the Whole may consult with its attorneys about pending and threatened litigations.
    - C. Pursuant to §551.072, Texas Government Code, the Committee of the Whole may deliberate the purchase, exchange, lease or value of real property.
    - D. Pursuant to §551.074, Texas Government Code, the Committee of the Whole may deliberate the appointment, employment, evaluation, reassignment, duties, performance of duties, discipline, or dismissal of a public officer or employee(s), including, without limitation, the Chancellor.
    - E. Any action on these matters will be taken in Open Session.
14. **RECONVENE OPEN MEETING**
    - A. Discussion and Possible Action on Items Discussed in Executive Session.
15. **ADJOURNMENT**

POSTED AT THE
ALAMO COMMUNITY COLLEGE DISTRICT WEBSITE
https://www.alamo.edu/about-us/leadership/board-of-trustees/board-meetings/
5:45 PM ON THIS 25TH DAY OF NOVEMBER 2020

This meeting will not be conducted at a physical location.

_____
Dr. Mike Flores
Chancellor

Cultivating Excellence: SAC Honors Academy Program



STUDENTS FIRST
95 YEARS
EST. 1925

ALAMO COLLEGES DISTRICT
San Antonio College

ASPEN PRIZE TOP 10 2021

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Why an Honors Academy Program?

Value Added to Institutional Mission and Outcomes: Honors Academy can play a role in decreasing the gap in educational achievement for San Antonio's under-represented or economically disadvantaged students and their peers, as well as giving them access to a quality higher education. We benefit from recruitment of high-achieving, ambitious, motivated students who typically have higher retention and graduation rates.

Value Added to Students: Honors Academy learning environments facilitate, motivate and nurture a drive for academic challenge through a sense of belonging. Honors students receive personalized mentorship, experiential learning, undergraduate research, and capstone experiences similar to a university experience for a fraction of the cost.

Value Added to Faculty: Honors Academy is a laboratory that influences the traditional curricula and elevates the rigor of the undergraduate experience across the campus.

What is the SAC Honors Academy Program?

Mission: Committed to supporting **student success** through engagement, completion, and graduation/transfer.

Core Values: equity, rigor, excellence, intellectual curiosity, marketable skills development, academic success support and a caring community.

Eligibility: Open to high school graduates with college placement Reading and Writing scores at college-level or college freshmen with less than 15 hours of college credit with a minimum GPA of 3.25.

Students must maintain a minimum of 2.75 GPA, successfully complete 4 Honors courses, complete a Capstone project, submit an eLumen ePortfolio and complete10 experiential service learning hours to graduate with Honors Distinction.



Program Highlights

- Embedded **academic advisor** for 339 students
- Rigorous curriculum employing **High Impact Practices**, such as undergraduate research, capstone projects, common reads and collaborative learning
- Dedicated **Honors Center** for students with faculty and advisor office spaces, kitchenette, lounge area, study area, computers and printer
- Courses taught by **17 faculty** from **12 disciplines**
- Admission agreements with **Honors Colleges** at UTSA, TAMUSA, UNT, Texas State
- Opportunities to participate **in regional and national conferences**







Program Highlights

- **Experiential service learning** opportunities with campus and community partners, such as EcoCentro, Hope International, Inclusion is Sweet and disABILITYsa
- Laboratory for **faculty innovation**, such as historical role-playing through Reacting to the Past games
- Student **leadership** development as club officers within Student Organization for Honors Academy Program
- 2 exclusive Honors Academy **scholarships**
- We meet 16 out of 17 **National Collegiate Honors Council** "Characteristics of a Fully Developed Honors Program"







Recognized for Student Success

- 2020 **Finalist *Excelencia* in Education**: Examples of *Excelencia* from a over 100 applicants
- 1 of 6 finalists in the **Associate** category
- Since 2011, **served 1,081 students (67.6% Latino)** closely mirroring SAC's overall Hispanic student population (62.8% in fall 2019).
- We acknowledge there are **indicators** other than PGR and Retention that predict graduation, including students' **income level** and **sense of belonging**.
- We believe our institution practices inclusive excellence through an Honors Program that serves students from **historically underrepresented** populations.



Graduation and Transfer

Cohort 1, 2011-12 (63% Latino): 64% graduated (AA/AS); 65% transferred to a university; 46% achieved a BA/S;
Cohort 2, 2012-13 (52% Latino): 60% graduated (AA/AS); 81% transferred to a university; 31% achieved a BA/S.
Cohort 3, 2013-14 (55% Latino): 39% graduated (AA/AS); 51% transferred to a university; 15% achieved a BA/S.
Cohort 4, 2014-15 (61% Latino): 52% graduated (AA/AS); 62% transferred to a university; 16% achieved a BA/S.
Cohort 5, 2015-16 (62% Latino): 52% graduated (AA/AS); 60% transferred to a university; 9% achieved a BA/S.
Cohort 6, 2016-17 (70% Latino): 48% graduated (AA/AS); 62% transferred to a university; 2% achieved a BA/S.

PGR and Retention

Fall 2019 - All Parts of Term			
	Enrollments	PGR	Retention
Honors	**330**	**88.5%**	**95.8%**
SAC	46,479	76.1%	90.5%
Fall 2018 - All Parts of Term			
	Enrollments	PGR	Retention
Honors	**479**	**86.8%**	**93.9%**
SAC	49,019	77.6%	90.4%
Spring 2019 - All Parts of Term			
	Enrollments	PGR	Retention
Honors	**353**	**82.7%**	**88.9%**
SAC	44,370	77.8%	89.1%

Students First

"The Honors Academy has been the best part of my academic and personal experience at SAC." –Carmen, SAC Honors Academy student

"Thank you for all the love support and insight you gave me this semester. I kinda teared up knowing that i am really changing really doing this you know!!"
--Mychaela, SAC Honors Academy student



Thank you.


STUDENTS FIRST
95
YEARS
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ALAMO COLLEGES DISTRICT
San Antonio College


ASPEN PRIZE
TOP 10
2021


Malcolm Baldrige
National Quality Award
2018 Award Recipient


Achieving the Dream
LEADER COLLEGE
OF DISTINCTION

Alamo Guided Pathways and Pathways Leadership Council (PLC)

Debi Gaitan, NVC Vice President for Student Success Former PLC Co-Chair

Dr. Raymond Pfang, PAC Dean for Academic Success PLC Co-Chair

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Annual Update - Alamo Colleges Pathways Leadership Council



HEALTH & BIOSCIENCES INSTITUTE

PUBLIC SERVICE INSTITUTE

ADVANCED MANUFACTURING & LOGISTICS INSTITUTE

BUSINESS & ENTREPRENEURSHIP INSTITUTE

SCIENCE & TECHNOLOGY INSTITUTE

CREATIVE & COMMUNICATION ARTS INSTITUTE

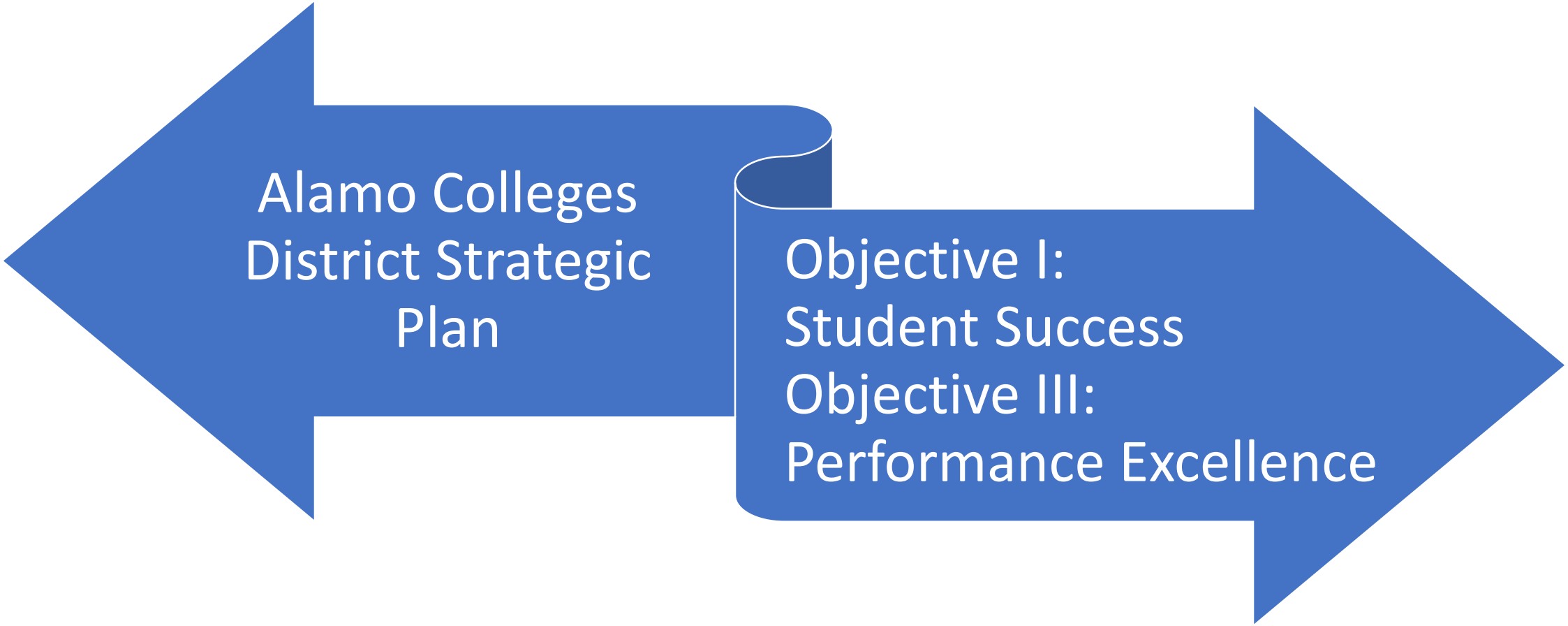
The PLC

A unified, systematized campus-led leadership council that ensures the Guided Pathways imperatives are integrated into our culture as a robust, sustainable model.

Guided Pathways Imperatives

- Clarify the path to student end goals.
- Help students choose and enter a path.
- Help students stay on a path.
- Ensure that students are learning.

Guided Pathways and Pathways Leadership Council



Support of the Chancellor's Charges from the Board of Trustees



Outcomes

Decrease

- ✓ Student/Taxpayer Cost
- ✓ Student Debt/Loss Of Financial Aid
- ✓ Excessive Hours/Time/Dollars To Degree Completions
- ✓ Number of DEV ED Hours

Increase

- ✓ Number of Credentials Earned
- ✓ Retention, Persistence, Success
- ✓ Advising Touch Points ISPs, MMS
- ✓ Degree Completion For ACD & 4-Year
- ✓ Learning Framework in the First Semester
- ✓ Faculty Mentors
- ✓ Experiential Learning
- ✓ Marketable Skills
- ✓ Workforce Advisory Committees

ALAMO COLLEGES DISTRICT

PATHWAYS Leadership Council: LOGIC MODEL

ACD Strategic Plan Objectives and Goals Alignment:

Student Success: Provide academic and student support and align labor market-based pathways with a focus on student access, completion, and social mobility.

Performance Excellence: Continuously improve our student, employee, financial, technological, physical and other capabilities with focus on effectiveness, efficiency, agility and quality.

INPUTS	ACTIVITIES	OUTPUTS	SHORT-TERM OUTCOMES	INTERMEDIATE OUTCOMES	LONG-TERM OUTCOMES
Support from ACD Administration Support from College Administration Financial Resources Faculty Advising Staff Enrollment Coaches Advocacy Centers Workforce/CE Partners High School Partners	Cross-district launch of Pathways Guiding Principles	Create 6 Institutes (AlamoINSTITUTES) Develop 8-week terms	TAGS/Transfer Compact agreements	Increased experiential teaching/learning opportunities	Strong alignment between High School partners and 4-year transfer university partners
	Collaboration with 4-year transfer university partners	Create Transfer Advising Guides (TAGs)	Increase in retention, persistence, & enrollment intensity	Savings in Time, Credit Hours, & Dollars to Degree	Programs meet the workforce needs of the city/county
	Reorganization of Academic & Student Success	New Deans for Academic Success & Student Success at each college		Increased credential completion rates	
	Creation of Pathways Leadership Council (PLC)	2 DSO, 1 president & 10 cross-college deans serve on PLC	Launch of Faculty/Student mentorship	Full implementation of Faculty/Student mentorship	Increase socioeconomic mobility in San Antonio and Bexar county
	Enrollment Management Plan by Noel-Levitz			Implement one-day enrollment	
	Annual Signature Events	Employers inform ACD of desired marketable skills			

ASSUMPTIONS:

- **Students need guidance and support when choosing their path**
- **Students need support staying on their chosen path**
- **Students need reliable resources to guide their decisions**
- **Students will apply what they are learning**
- **Clearly defined paths will lead to saved time, money and hours to degree**
- **Program maps/TAGs will align with schedule build**

CONTEXTUAL FACTORS:

- Students ultimately make the decision about when they are wanting to register, what courses they take, and whether to continue or transfer
- State mandates
- COVID-19 pandemic
- Earn While You Learn – CARES/City funds

Annual PLC Signature Event

3rd Annual Pathways Leadership Council
Signature Event
April 29th from 2:00pm-3:30pm

"Future employees need to have mastery of what has been traditionally referred to as soft skills, such as being an effective communicator, critical thinker, collaborator, and team member. These are now considered essential skills that are necessary to being successful in the job. We are grateful that the students of the Alamo Colleges will be able to transition from theory in the classroom to application in the workplace."

~Signature Event Attendee

Thank you.

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Appendix

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

2020 – 2021 PLC Members

Co-Chairs: Dr. Raymond Pfang – PAC Dean for Academic Success
Jennifer Comedy-Holmes – NVC Dean for Student Success

Sponsors: Dr. Ric Baser – President of Northwest Vista College
Dr. George Railey – Vice Chancellor for Academic Success
Dr. Lina Silva – Vice Chancellor for Student Success

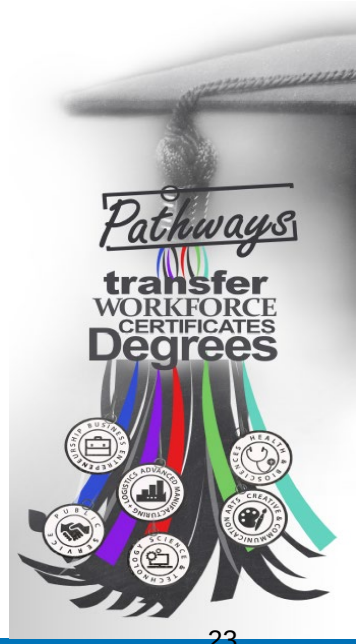
Mentors: Dr. Tangila Dove – NLC Vice President for Student Success
Randall Dawson – SPC Vice President for Academic Success

Palo Alto College

1. Dr. Ray Pfang– Dean for Academic Success, PLC Co-Chair
2. Monica Ayala– Dean for Student Success

St. Philip's College

1. Edith Orozco – Dean for Academic Success
2. Dr. Paul Machen – Dean for Student Success



October 2019 – October 2020 PLC Members

San Antonio College

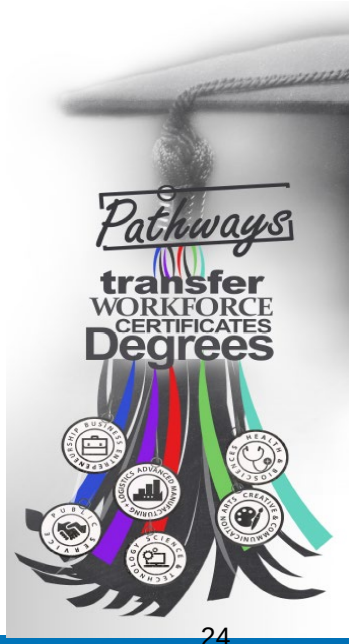
1. Dr. Sobia Khan – Dean for Academic Success
2. Dr. Oralia DeLos Reyes – Dean for Student Success

Northwest Vista College

1. Dr. Russ Frohardt – Dean for Academic Success
2. Jennifer Comedy-Holmes – Dean for Student Success, PLC Co-Chair

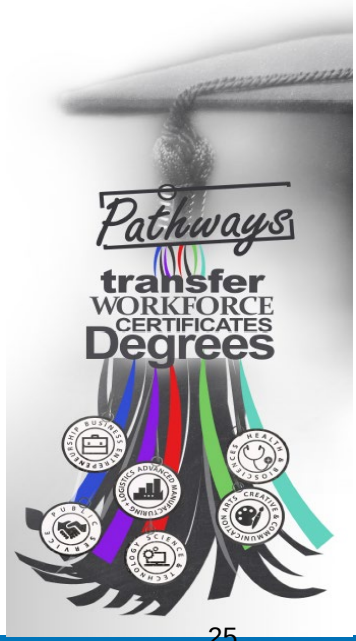
Northeast Lakeview College

1. Tammy Perez– Dean for Academic Success
2. Julie Kirkland-Poirier – Dean for Student Success



Scope of Pathways Leadership Council (PLC)

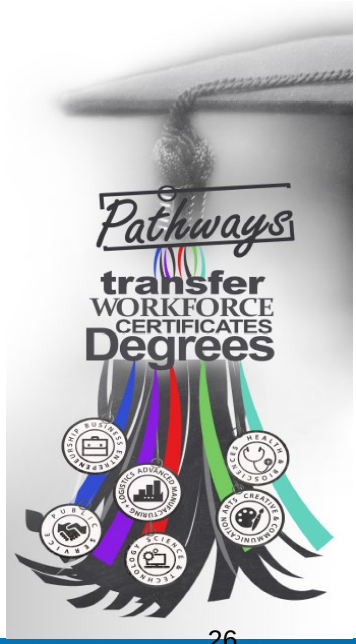
The Pathways Leadership Council (PLC) is an integrated and systematized leadership collective that ensures Guided Pathways integrates into our culture as a robust, sustainable model. Its purpose is to ensure the Deans, Vice Presidents, and Vice Chancellors of Academic and Student Success are leaders in the communication, planning, and alignment across the colleges, while bringing Guided Pathways to scale.



South & Central Texas Transfer Compact - Membership

- **6 Community Colleges –**
  - Northeast Lakeview College (NLC)
  - Palo Alto College (PAC)
  - St. Philip's College (SPC)
  - Northwest Vista College (NVC)
  - San Antonio College (SAC)
  - Austin Community College (ACC)

- **20 Universities –**
  - Texas Tech University (TTU)
  - Texas State University (TxST)
  - Angelo State University (ASU)
  - Texas Lutheran University (TLU)
  - University of the Incarnate Word (UIW)
  - Our Lady of the Lake University (OLLU)
  - Wayland Baptist University (WBU)
  - Schreiner University (SU)
  - Sam Houston State University (SHSU)
  - Concordia University (CU)
  - University of Texas, San Antonio (UTSA)
  - University of Texas, Rio Grande Valley (UTRGV)
  - University of Texas, Health San Antonio (UTHSA)
  - Texas A&M University San Antonio (TAMUSA)
  - Texas A&M University Corpus Christi (TAMUCC)
  - Texas A&M University Central Texas (TAMUCT)
  - Texas A&M University Kingsville (TAMUK)
  - St. Mary's University (St.MU)
  - St. Edward's University (St.EU)
  - Huston Tillotson University (HTU)



Definition Research by PLC Members

1. PLC individual members were assigned terms to define using data, articles, and interviews with subject matter experts.

2. PLC members were asked to score each term using a Baldrige scoring tool: ADLI

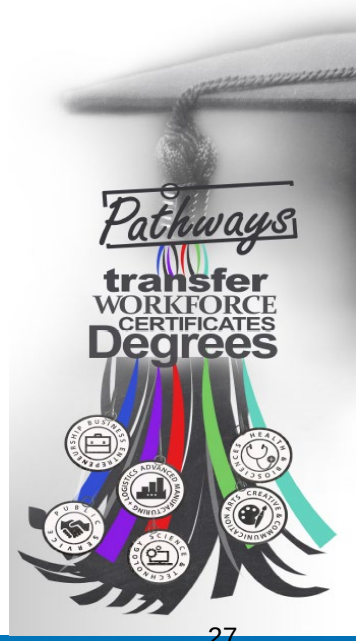
   Approach: Appropriateness, Effectiveness, Use of a systematic approach, Innovation

   Deployment: Relevance, Complete coverage, Consistency, Breadth across all work units, Depth through multiple levels

   Learning: Organizational and Personal

   Integration: Begins with alignment, Culminates in interconnectivity

3. The Results……



ADLI Results

Approach, Deployment, Learning, Integration

Highest Average Scores:

MyMap	3.02
TAGs	3.0
AlamoADVISE	2.87

Lowest Average Scores:

Contextualized Learning	1.59
Majors	1.64
Faculty Student Mentoring	1.66

MyMAP

	A	D	L	I
ALL (11)	4.09	2.91	2.68	2.41
AS (6)	4.33	2.67	2.33	2.00
SS (5)	2.80	3.20	3.10	2.90

FACULTY STUDENT MENTORING

	A	D	L	I
ALL (11)	2.36	1.55	1.45	1.27
AS (6)	3.00	2.00	1.67	1.33
SS (5)	1.60	1.00	1.20	1.20

TAGSs

	A	D	L	I
ALL (11)	3.82	3.09	2.82	2.27
AS (6)	4.17	3.50	3.00	2.33
SS (5)	3.40	2.60	2.60	2.60

EXPERIENTIAL LEARNING

	A	D	L	I
ALL (10)	2.70	1.90	1.60	1.40
AS (6)	3.00	2.33	1.83	1.67
SS (4)	2.25	1.25	1.25	1

ACADEMIC PROGRAMS

	A	D	L	I
ALL (11)	2.91	2.55	2.18	1.77
AS (6)	3.17	2.67	2.33	1.83
SS (5)	2.60	2.40	2.00	1.70

ALAMO INSTITUTES

	A	D	L	I
ALL (11)	3.09	2.27	1.64	1.55
AS (6)	3.67	2.67	1.67	1.50
SS (5)	2.4	1.8	1.6	1.6

MAJORS

	A	D	L	I
ALL (11)	2.27	1.55	1.36	1.36
AS (6)	2.33	1.67	1.33	1.17
SS (5)	2.2	1.4	1.4	1.6

GUIDED PATHWAYS

	A	D	L	I
ALL (11)	3.36	2.55	1.91	1.82
AS (6)	3.67	2.67	2.00	1.83
SS (5)	3	2.4	1.8	1.8

ALAMO ADVISE

	A	D	L	I
ALL (11)	3.73	3.00	2.59	2.14
AS (6)	4.00	3.33	2.50	2.00
SS (5)	3.40	2.60	2.70	2.30

CONTEXTUALIZED LEARNING

	A	D	L	I
ALL (10)	2.20	1.64	1.45	1.09
AS (6)	2.67	2.17	1.50	1.33
SS (4)	2.25	1.25	1.75	1.00

ADVOCACY AND EQUITY

	A	D	L	I
ALL (10)	3.30	2.90	2.10	2.10
AS (6)	3.5	3.17	2.33	2.17
SS (4)	3.25	2.625	1.75	2

ALAMO GUIDED PATHWAYS

Vision: The Alamo Colleges will guide each student to the academic and career paths that meet their end goal, help them choose, enter, and stay on their path, and ensure they are applying what they are learning.

Mission: The Alamo Guided Pathways will support students in achieving their end goals through intentional, integrated, and institution-wide approaches to student success.

Definition: Coherent and easy-to-follow college-level programs of study that are aligned with requirements for success in employment and at the next stage of education. Programs, support services, and instructional approaches are redesigned and re-aligned to help students clarify their goals, choose and enter pathways that will achieve those goals, stay on those pathways, and master knowledges and skills that will enable them to advance in the labor market and successfully pursue further education.

CONNECTION	ENTRY	PROGRESS	COMPLETION
CLARIFY THE PATH	**HELP STUDENT CHOOSE AND ENTER A PATHWAY**	**HELP STUDENTS STAY ON A**	**ENSURE STUDENTS ARE LEARNING**
• **Foster college-going culture** • **Introduce Alamo Colleges Enrollment Process** • **Increase Understanding of College Requirements** • **Introduce AlamoINSTITUTES and alignment with High School Endorsements**	• Facilitate Admissions and Registration • Prepare Student for College Transition • Introduce Student Responsibility Policy	• Support Student Success through Ongoing Monitoring and Feedback from advisors and faculty • Celebrate Attainment of Key Milestones • Provide Curricular and Co-Curricular Engagement and • Support • Cultivate Culture of Completion	• Ensure students are learning • Experiential Learning • Internships, practicums, work-study, jog-shadowing
High School Programs • **College Preparatory Courses** • **Dual Credit** • **Dual Credit in High School** • **Early College High School (ECHS)** • **Alamo Academies**	**Alamo Enroll** (Admissions, registration, payment) • New Students • Transfer Students • Former Students	**College-readiness Requirements** • AlamoPREP (ABE: up to 8th grade) including ESOL • AlamoREADY (DE: 9-12 grade) • Accelerated Models	**Certificate/Degree Awards** • Notification to Students Approaching Completion • Award Core Certificates • Application to Graduate • Automatic Award Unless Student Opts Out

ALAMO COLLEGES DISTRICT
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Achieving the Dream LEADER COLLEGE OF DISTINCTION

ALAMO GUIDED PATHWAYS

College Connection • **College Information in High School** • **AlamoINSTITUTES info** • **Financial Aid information**	**College Readiness Activities** • Pre-assessment activity • Testing • Refresher & Re-Evaluation	**Student Development/Learning Framework Courses** • Confirmation of Plan of Study • Completion of Individual Success Plan (ISP	**Reverse Transfer** • Award A.A., A.S. and A.A.T. degrees
Outreach and Recruitment • **Institute & Program Information** • **Mobile GO Center** • **Recruitment Activity**	**College Readiness Activities** • Pre-assessment activity • Testing • Refresher & Re-Evaluation	**Academic and Student Support** • Faculty-Student Mentoring • Faculty/Student Engagement • Tutoring • Labs	**Transfer to 4-Year Institution** • Track Courses Accepted Toward Degree • Track Success at Institution
AlamoENROLL.edu • **Modules** • **Apply Texas** • **Career Coach** • **Myalamocareer.org**	**Prior Learning Assessment Option** • CLEP/AP • Work Experience/Prior Learning Credit • Departmental Evaluation • CE Units to Credit Courses	• During Term Progress Activities • Smart Start (First Day Attendance) • Early Alert • Faculty Notification to Students • Second Tier Advising	**Transfer to 4-Year Institution** • Licensure/Certification • Employment Placement
	New Student Orientation • Introduction to culture, processes and expectations of college • Connects students to resources • Promotes well-informed choices and decisions		**Employment Readiness** • Licensure/Certification • Employment Placement
AlamoINSTITUTES • **High School Endorsements Aligned With Institutes/Programs** • **High School and Community Information** • **Website Information**	**AlamoINSTITUTES** • Student Selects Institute • Student Selects Program Goal • Student Develops Plan for College Preparatory Requirements	**AlamoINSTITUTES** • Advising Guides to 2/4-Yr. Degree (Core and 18 Hrs.) • Workforce Programs (Certificate/A.A.S. Degrees) • I-Best • Basic Skills Support • Continuing Education Programs	**AlamoINSTITUTES** • Provide Tracking Information on Advising Guides Followed and Certificates/Degrees Awarded to Update and Maintain AlamoINSTITUTES

ALAMO GUIDED PATHWAYS

		• Certifications • Co-Curricular Activities • Advising and Faculty Mentoring Integration	

AlamoADVISE
• **Recruitment in Area High Schools**
	AlamoADVISE
	• Pre-Assessment Advising
	• Pre-Refresher Advising
	• Post-Assessment Advising
	• Group Advising
	• Registration
	• 0-30 Hr Advising Syllabus
		AlamoADVISE
		• Systematic Academic and Career Advising, Monitoring & Feedback at Milestones by Advisors and Faculty Mentors
		• 31+ Hr Advising Syllabus
		• Maintain Degree Audit (GPS)
		  • Keeping Awards Current
		  • Providing Progress Reports for Individual Students
		• Progress Toward Degree (15, 30, 45, 60 Hours)
			AlamoADVISE
			• Work With Students Who Are Near Completion to Maximize the Awarding of Certificates/Degrees

Assessment			

What is the "Pathways Model?"

The Pathways Model is an *integrated*, *institution-wide* approach to student success based on intentionally designed, clear, coherent and structured educational experiences, informed by available evidence, that guide each student effectively and efficiently from her/his point of entry through to attainment of high-quality postsecondary credentials and careers with value in the labor market.

Central to the pathways model are clear, educationally coherent program maps—which include specific course sequences, progress milestones, and program learning outcomes—that are aligned to what will be expected of students upon program completion in the workforce and in education at the next level in a given field. Students are helped from the start to explore academic and career options, choose a program of study, and develop a plan based on the program maps. These plans simplify student decision-making, and they enable colleges to provide predictable schedules, frequent feedback, and targeted support as needed to help students stay on track and complete their programs more efficiently. They also facilitate efforts by faculty to ensure that students are building the skills across their programs that they will need to succeed in employment and further education.

Guided Pathways Essential Practices

The four dimensions of the Pathways Model, together with essential practices under each, are the following:

1. *Clarify paths to student end goals*

   a) Simplify students' choices with default **program maps** developed by faculty and advisors that show students a clear pathway to completion, further education and employment in fields of importance to the region.
   b) Establish **transfer pathways** through alignment of pathway courses and expected learning outcomes with transfer institutions, to optimize applicability of community college credits to university majors.

2. *Help students choose and enter a pathway*

   a) Bridge **K12 to higher education** by assuring early remediation in the final year of high school through the application of courseware technology in strong K12/higher ed partnerships, such as the TN SAILS model.
   b) Redesign traditional remediation as an **"on-ramp" to a program of study**, which helps students explore academic and career options from the beginning of their college experience, aligns math and other foundation skills coursework with a student's program of study, and integrates and contextualizes instruction to build academic and non-academic foundation skills throughout the college-level curriculum, particularly in program "gateway" courses.

   c) Provide **accelerated remediation** to help *very poorly prepared* students succeed in college-level courses as soon as possible.

3. *Help students stay on path*

   a) Support students through a strong **advising** process, embedded and ongoing in the pathway experience and supported by appropriate technology, to help students make informed choices, strengthen clarity about transfer and career opportunities at the end of their chosen college path, ensure they develop an academic plan with predictable schedules, monitor their progress, and intervene when they go off track.
   b) Embed **academic and non-academic supports** throughout students' programs to promote student learning and persistence.

4. *Ensure that students are learning*

   a) Establish program-level **learning outcomes** aligned with the requirements for success in employment and further education in a given field and apply the results of learning outcomes assessment to improve the effectiveness of instruction across programs.
   b) Integrate **digital and projects, internships and other applied learning experiences** to enhance instruction and student success in courses across programs of study.
   c) Ensure incorporation of **effective teaching practice** throughout the pathways.

Essential Capacities for Guided Pathways Reforms

Research and experience in the field indicate that the following capacities are essential for motivating and supporting higher education institutions and systems to undertake the broad-scale institutional reforms involved in implementing guided pathways effectively and at scale.

- **Leadership** demonstrating skills for managing and sustaining large-scale transformational change.
- Broad and authentic **engagement** of college faculty and staff—particularly advisors—in the design, implementation, evaluation, and ongoing improvement of pathways for students.
- **Institutional will and capacity to use data and evidence** to design academic and career pathways, monitor student progress, and implement needed improvements over time.
- **Technological tools and infrastructure** appropriate to support student progress through guided pathways.
- Commitment to the level of **strategically targeted professional development** that will be required to design and implement pathways at scale.
- **Policy conditions** established at the state, governing board, system, and institutional level that provide incentives, structures and supports for pathway design and implementation at scale while removing barriers.
- A **continuing action research agenda** that examines the efficacy of guided pathways and develops practical knowledge and tools to support effective implementation at scale.

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Guided Pathways

A model based on coherent and easy-to-follow college-level programs of study that are aligned with requirements for success in employment and at the next stage of education. Programs, support services, and instructional approaches are redesigned and re-aligned to help student clarify their goals, choose and enter pathways that will achieve those goals, stay on those pathways, and master knowledge and skills that will enable them to advance in the labor market and successfully pursue further education.

Design principles:

- Pay attention to the entire student experience.
- Guided Pathways is not a discrete reform, but rather a framework or general model that helps unify a variety of reform elements.
- The redesign process starts with student end goals for careers and further education in mind and “backward maps” programs and supports to ensure that students are prepared to thrive in employment and education at the next level.

Transfer Advising Guides (TAGs)

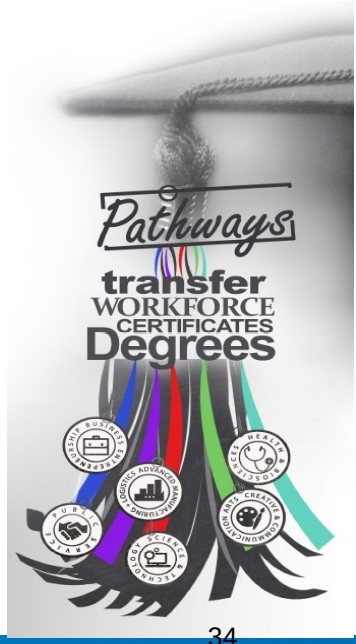
What is a Transfer Advising Guide?

- A crosswalk between the community college and a transfer university partner which provides a detailed pathway for transition.

What is the purpose?

- Most direct path
- Cost-efficiency
- Degree Applicability





2017-2019 **Active/Online**	**467** TAGs (Transfer Advising Guides)	**342** WDPs (Workforce Degree Plans)
2019-2020 **Active/Online**	**434** TAGs	**0** WDPs
Total TAGs & WDPs	**1,243**	



198
*Pending **University** Agreement

0
Pending **Alamo Colleges District



As of today

1441

Total TAGs/WDPs **Built & Counting**

**Pending University Agreement - Alamo Colleges District (ACD) has created, reviewed, and requested academic concessions from the university and is awaiting agreement and/or edits.*

***Pending ACD - working on the preliminary verification of information and is still creating the DRAFTS of the Transfer Advising Guides (TAGs) for university discussion and review.*

— Online

Revised date: 07/20/2020



Seamless Transfer Pathways

0 – Loss of **CREDIT HOURS**

0 – Loss of **TIME**

0 – Loss of **MONEY**

432

Seamless Transfer Pathways

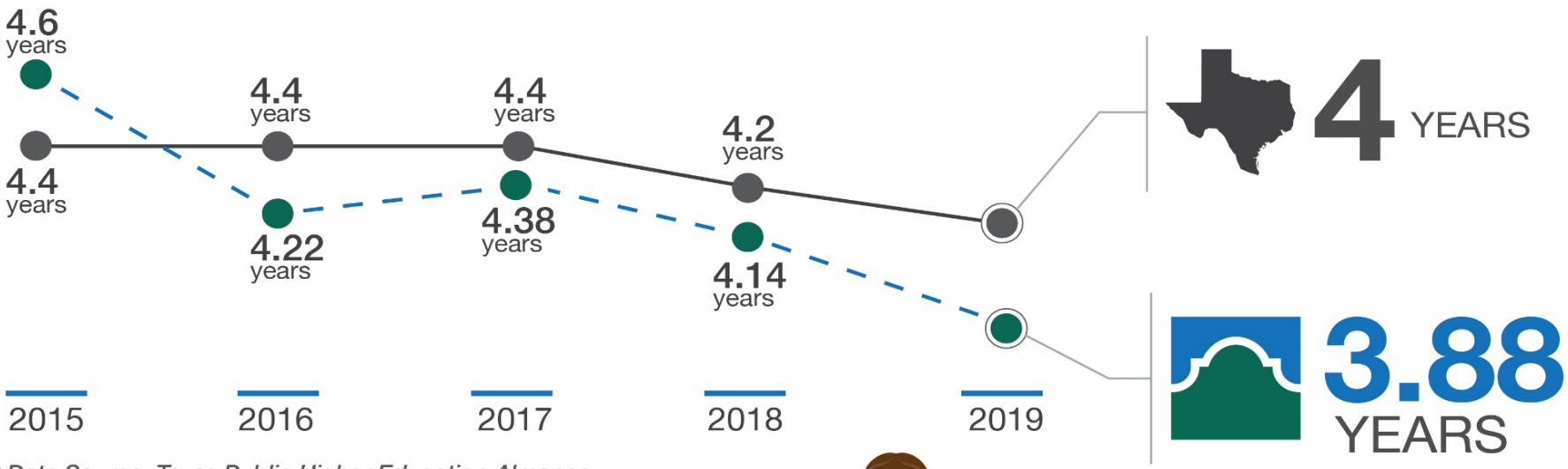


432/901 (48%) – Transfer Advising Guides (TAGs)


654
Pathways
with less than
3 Credit Hour loss
State Average – 24 Credit Hour Loss (2019 Texas Public Higher Education Almanac)

*Average time to **Associate** Degree





* Data Source: Texas Public Higher Education Almanac

Average SCH to **Associate** Degree

	2015	2016	2017	2018	2019
Texas	91 HOURS	90 HOURS	90 HOURS	86 HOURS	84 HOURS
Alamo Colleges District	92 HOURS	88 HOURS	89.2 HOURS	84.8 HOURS	82 HOURS
Native Students^	N/A	71.2 HOURS	70.2 HOURS	67.5 HOURS	65.8 HOURS

^Data Source: Alamo Colleges District Institutional Research

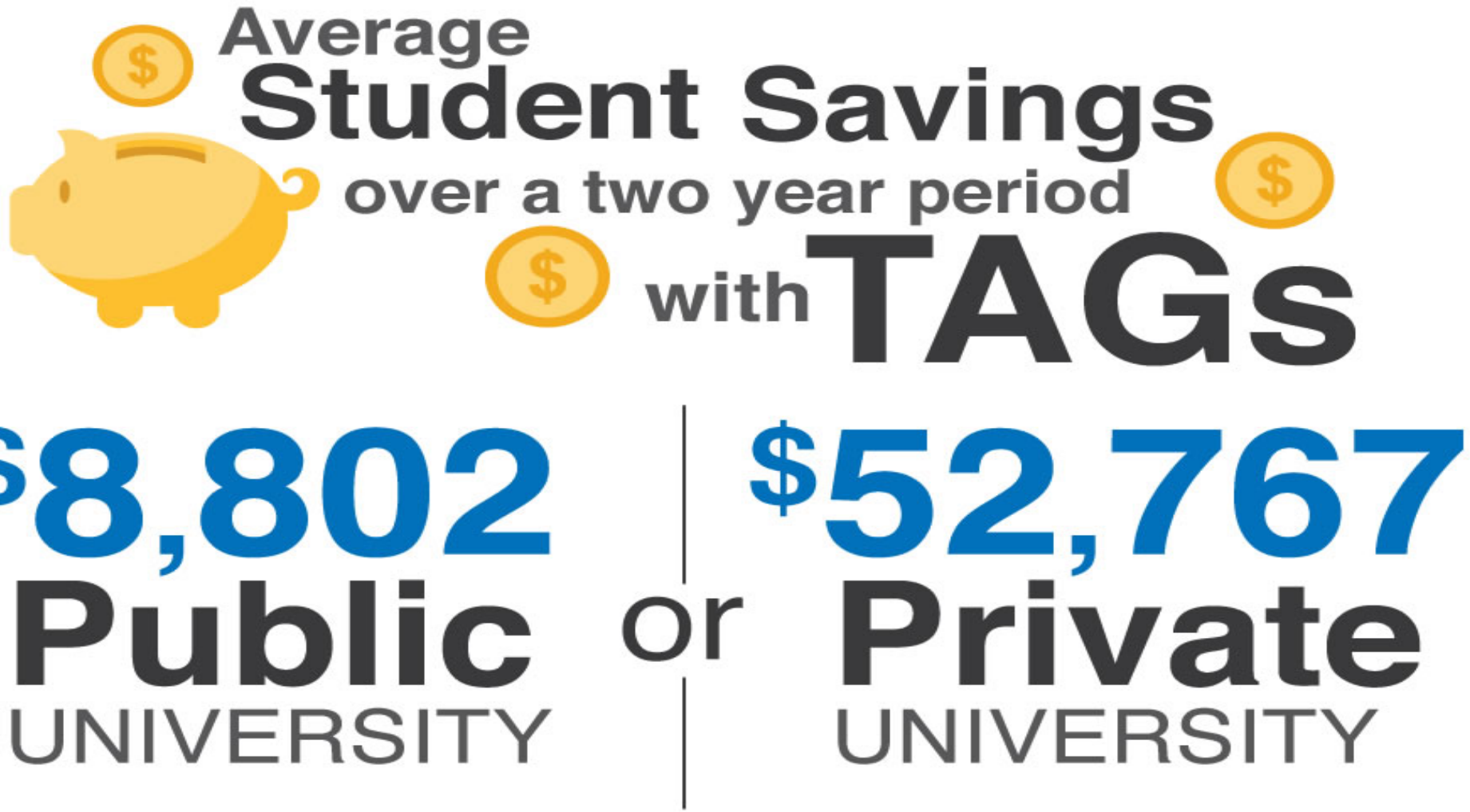


2019

65.8 HOURS average **SCH** to **Associate** Degree

Alamo Colleges District **Native Students**

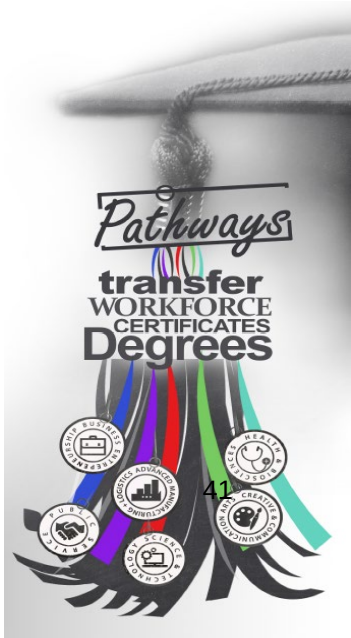
Student Return on Investment (ROI)



AlamoINSTITUTES

Programs and courses organized into six institutes that match students' areas of interest with career goals, giving students a clear path to career goals.

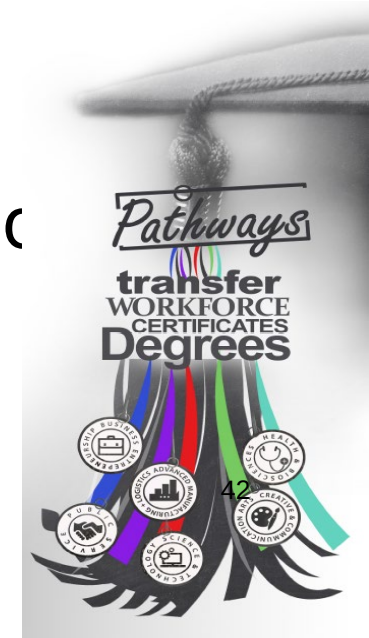
1. **Creative & Communication Arts**
2. **Business & Entrepreneurship**
3. **Health & Biosciences**
4. **Public Service**
5. **Science & Technology**
6. **Advanced Manufacturing & Logistics**



Academic Programs

Academic Program – an associate degree or certificate:

- **Transfer Programs:** Associate of Arts Degree, Associate of Science Degree, Associate of Arts in Teaching Degree
- **Career and Technical Programs:** Associate of Applied Science Degree, Certificate (Enhanced Skills, Advanced Technical, Level 1 Certificate, Level II Certificate)
- * **Occupational Skills Award** – internal, not state-reported not assessed separately from the Level I and Level II certificate

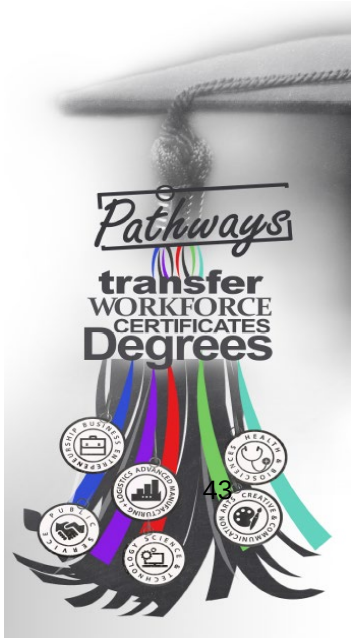


Academic Programs

THECB: Instructional program leading toward an associate's, bachelor's, master's, doctor's, or first-professional degree or resulting in credits that can be applied to one of these degrees.

SACS-COC (6.2.b): For each of its educational programs, the institution employs a sufficient number of full-time faculty members to ensure curriculum and program quality, integrity, and review. (Program faculty).

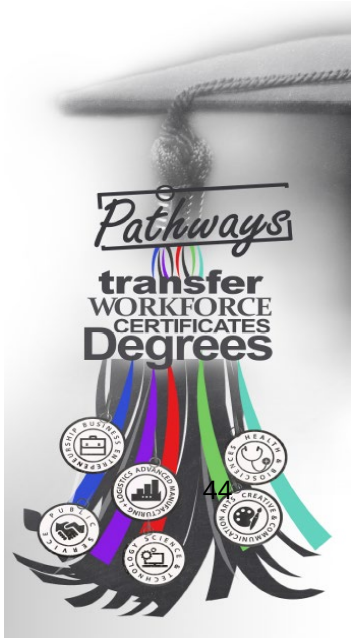
Note: Academic Program = Educational Program = Instructional Program = Degree Program when writing to SACS-COC standards.



Pre-Major

Pre-Major – The subject area or discipline the student declares for advising purposes as they relate to Transfer Advising Guides (TAGs).

- For example, biology, psychology, criminal justice, dance.

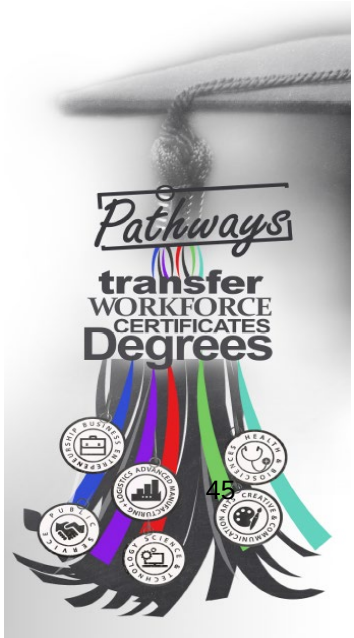


Major

There are no recognized majors at ACD.

SACS-COC: The Principles of Accreditation: Foundations for Quality Enhancement, 5th Ed. (2011)

3.4.11 – For each **major** in a degree program, the institution assigns responsibility for program coordination, as well as for curriculum development and review, to persons academically qualified in the field. In those degree programs for which the institution does not identify a **major**, this requirement applies to a curricular area or concentration. (Academic program coordination)



Major & Academic Program

SACS-COC: The Principles of Accreditation: Foundations for Quality Enhancement, 6th Ed. (2017)

SECTION 9: Educational Program Structure and Content Collegiate-level educational programs emphasize both breadth and depth of student learning. The structure and content of a program challenges students to integrate knowledge and develop skills of analysis and inquiry.

General education is an integral component of an undergraduate degree program through which students encounter the basic content and methodology of the principal areas of knowledge. Undergraduate and graduate degrees develop advanced expertise in an integrated understanding of one or more academic disciplines or concentrations.

The institution is responsible for delivering an appropriate portion of the academic experiences applicable to the degrees or credentials awarded.

1. **Educational programs** (a) embody a coherent course of study, (b) are compatible with the stated mission and goals of the institution, and (c) are based on fields of study appropriate to higher education. (Program content)

2. The institution offers one or more **degree programs** based on at least 60 semester credit hours or the equivalent at the associate level; at least 120 semester credit hours or the equivalent at the baccalaureate level; or at least 30 semester credit hours or the equivalent at the post-baccalaureate, graduate, or professional level. The institution provides an explanation of equivalencies when using units other than semester credit hours. The institution provides an appropriate justification for all degree programs and combined degree programs that include fewer than the required number of semester credit hours or its equivalent unit. (Program length) [CR]

3. The institution requires the successful completion of a general education component at the undergraduate level that:

   (a) is based on a coherent rationale.

   (b) is a substantial component of each undergraduate degree program. For degree completion in associate programs, the component constitutes a minimum of 15 semester hours or the equivalent; for baccalaureate programs, a minimum of 30 semester hours or the equivalent.

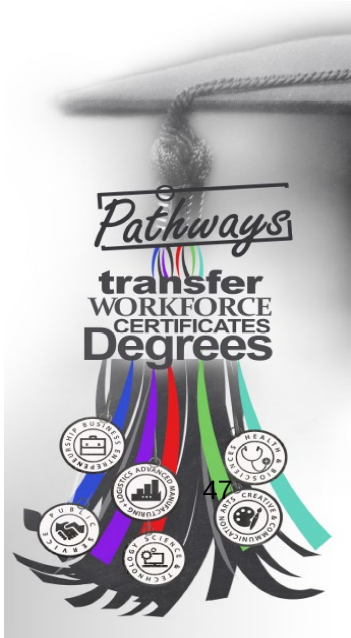
   (c) ensures breadth of knowledge. These credit hours include at least one course from each of the following areas: humanities/ fine arts, social/behavioral sciences, and natural science/ mathematics. These courses do not narrowly focus on those skills, techniques, and procedures specific to a particular occupation or profession.

Contextualized Learning

A group of instructional strategies designed to link the learning of basic skills and academic or occupational content by focusing teaching and learning directly on concrete applications in a specific context that is of interest to the student.

* A broader philosophical approach to learning in and out of the classroom which focuses on learning by placing knowledge within a greater context to facilitate deeper understanding of a topic or concept.

- To include Experiential Learning, Faculty Student Mentoring …

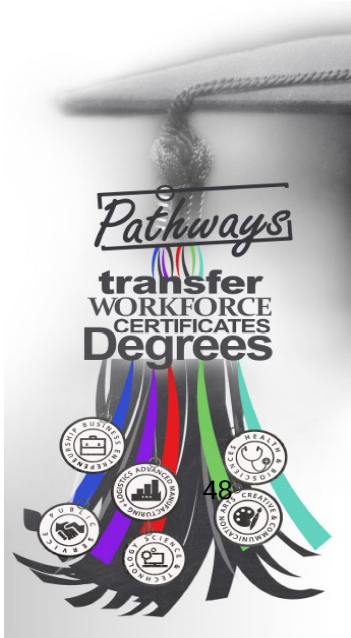


Faculty-Student Mentoring

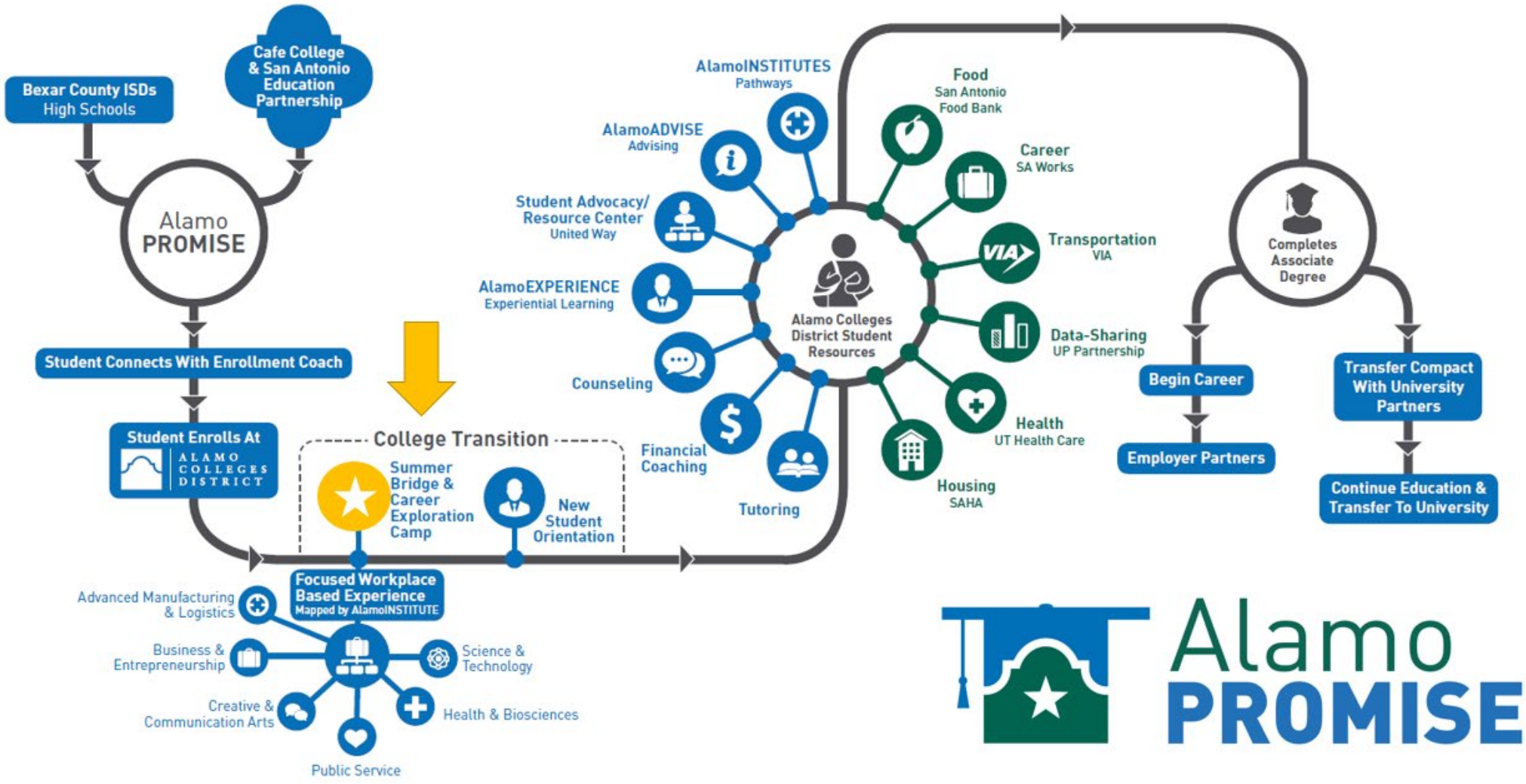
DSO definition under review and revision:

Student Mentoring Program provides opportunities for mentoring between faculty and students where they receive guidance through their educational pathways. The faculty member and student work in conjunction with the students' college advisor to help identify and set milestones while providing a supportive role to connect students to valuable resources that can help them reach their educational goals.

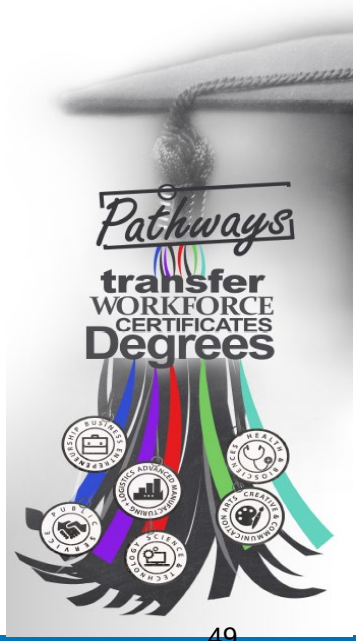
* A formalized mentoring opportunity for students to receive guidance from a faculty member who shares a desire for the student to be successful in achieving their goals



The AlamoPROMISE Ecosystem



Alamo PROMISE



MyMAP

Systematic framework that defines the student experience. The framework includes two models (AlamoADVISE and AlamoINSTITUTES) to guide and support students from the point of first contact and progress through the student's desired program to completion and transfer and/or employment.

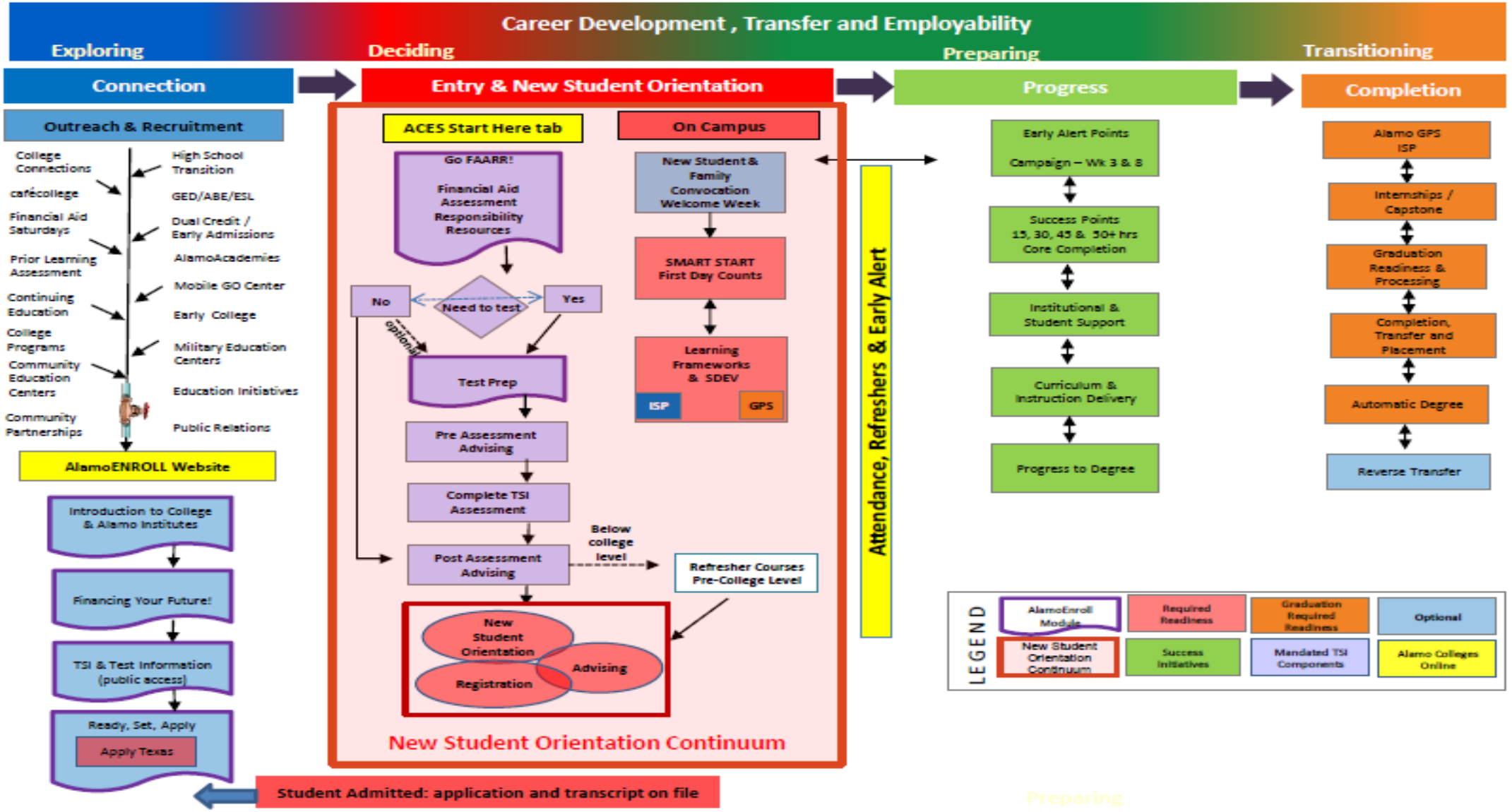
Connection: Potential Alamo Colleges' students approach the institution from an array of paths, with varying degrees of readiness. Through the Connection phase, students are provided with information ranging from the application and steps to enrollment to college culture and expectations, career pathways and financial aid.

Entry: Successful students have a good start in college. The Entry phase incorporates targeted, appropriate strategies for success that begin as soon as the student seeks admission to the Alamo Colleges.

Progress: Progress initiatives ensure students not only have a successful start, but provide opportunities to engage the student in ongoing interventions that support student learning, retention and advancement toward completion.

Completion: Completion focuses on finishing strong, achieving goals and initiating the next phase of the educational and career journey.

MyMAP for Success



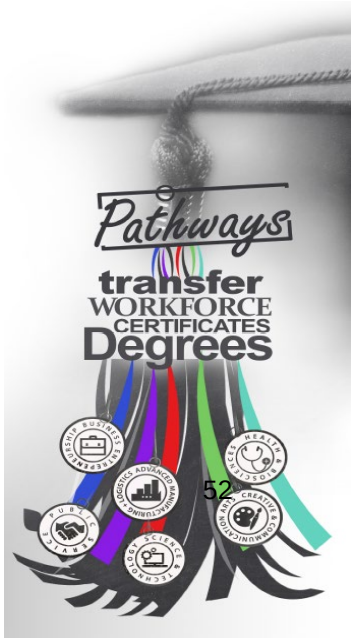
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AlamoADVISE

Academic and Career advising is a series of on-going and intentional conversations among students, faculty, and staff that establish a pathway to the realization of educational, career, and life goals. Advisors are assigned to an Institute and each student has a designated advisor.

The AlamoADVISE model mirrors MyMap as it outlines the advisors role through the four phases of college student progression: Connection, Entry, Progress and Completion.

Celebratory recognition of achievement of milestones, such as 15, 30, 45, and 50+ hours of college-level course work to the ultimate celebration of completion.



ALAMO COLLEGES

AlamoADVISE THE ADVISING LIFE OF AN ALAMO COLLEGES STUDENT

ACADEMIC & CAREER ADVISING SHARED VISION—*BUILDING MOMENTUM TO COMPLETION*

VISION	Alamo Colleges will provide every student with an exemplary, effective and personalized pathway to success through academic and career advising.
MISSION	At the Alamo Colleges, academic and career advising build a culture of integrated practices and shared responsibilities. Through collaborative teaching and learning, the advising process empowers our diverse student populations to explore and navigate their academic and career pathways.
DEFINITION	Academic and Career advising is a series of ongoing and intentional conversations among students, faculty, and staff that establish a pathway to the realization of educational, career, and life goals.



PRE-COLLEGE—0 HOURS

- **AlamoENROLL**—Provides enrollment guidance to prospective students through cross-college website including:
  - Steps to Enrollment Checklist
  - Open Modules
  - Ready, Set, Apply
  - Intro to College and **AlamoINSTITUTES**
  - Financing Your Future
  - Test 101
  - Resources/Computer labs
- **AlamoINSTITUTES**—Provide advising information regarding career pathways
  - Health & Biosciences
  - Advanced Manufacturing & Logistics
  - Science & Technology
  - Public Service
  - Creative & Communication Arts
  - Business & Entrepreneurship
- **Early Colleges/Academies**—Course enrollment in Fr/Sr through assigned advisor.
- **Dual Credit**—Course enrollment in Jr/Sr year through assigned Advisor.
- **College Connection**—Guide through enrollment process, including completion of ApplyTexas, FAFSA Application, TSI and **AlamoENROLL** modules.
- **Grad Guru** downloaded

0–30 HOURS

INITIAL ENROLLMENT—1ST SEMESTER

- **New Student Orientation/Convocation**—Orient students to the Alamo Colleges.
  - Provide Academic Advising Syllabus (0–30 hours) & introduce assigned Advisor
  - Assist with scheduling & registering for classes (including SDEV)
  - Orient students to Degree Plans via Alamo GPS—ACES account
  - Online Web Registration assistance available
  - **AlamoINSTITUTES** / major course of study chosen
  - Identify **ACOL/PLA**
- **Post Assessment Advising**—TSI score interpretation and placement (ie I-Best)
- **Academic Refreshers**—INRW and math
- **Post Refresher Advising**

1ST SEMESTER

- Instruction on College Success (**SDEV Course**). Begin E-portfolio
- Advisor utilizes **Canvas** to connect with assigned students. Use E-portfolio
- Assist students in choosing their major using appropriate career assessment tools.
- **MyAlamoCareer.org and Career Coach**—virtual career and placement center links workforce centers, Alamo Colleges and local job market
- **AlamoINSTITUTES** utilized
- Provide students with a plan to earn a certificate or degree.
  - Complete ISP via Alamo GPS.
- Advise and register students into appropriate courses for following semester
- Early Alert & Smart Start utilized
- Advisor determines Faculty integration (12–30 Hr.s range)

2ND SEMESTER

- Confirm students' plan to earn a certificate or degree and review ISP via Alamo GPS.
- Advise and register students into appropriate courses for following semester.
- Early Alert & Smart Start utilized

31+ HOURS

2ND YEAR—GRADUATION

- Faculty teamed with an advisor through Degree or Certificate completion via GPS.
- Provide Academic Advising Syllabus (31+ hours)
- Advising regarding course selection is offered through Group or Individual Sessions to understand the requirements of chosen major at transfer university.
- Major Mixers/Major Mania Events
- Provide positive feedback at primary success points.
- Graduation and Transfer Initiative—Experiential/Career Centers & Faculty Mentors work in tandem to advise, graduate students and proclaim their transfer university (review their degree plan/ISP, and consider transferring to a university)

ADVISING CENTERS (19 Teams)

- Advising regarding course selection is offered through Group or Individual Sessions to understand major requirements.

2ND YEAR—GRADUATION

- Assist students (42+ Hours/ Core Complete) in Degree Audits via Alamo GPS
- Faculty advise students during semester on how to be successful in classes.
- Coordinate the Academic Achievement Events, Career/ Scholarship Fairs, Transfer Fairs, and Graduation Event/ Festival.
- Graduation Survey
- Reverse Transfer

ACTIONS: Assign Connection Advisor	Certified Advisor Assigned/PIN Given, Institute Chosen		Faculty Mentor Assigned	
METRICS: Number of Apply Texas Submitted	FTICS Enrolled	Fall to Spring Retention	# of Certificate & Core Completers	Number of Degrees
(Analyst) Number of DC/EC Enrolled	Productive Grade Rate (PGR)	Fall to Fall Retention	Number of Art. Agreements	Number of Certificates
DC/EC Term Retention				

BADGES: Welcome | College Ready, 15 Hours, 30 Hours | Core Complete | Cert., Degree, Alum

RESOURCES: AlamoENROLL | Academic Advising Syllabi | alamo.edu | Alamo GPS (Degree Plans) | College E-Catalog/Schedule | MyAlamoCareer.org | Career Coach | Canvas | Grad Guru

The Alamo Community College District is an EOE. For any special accommodations issues or an alternate format, contact Disability Support Services at (210) 485–0200.

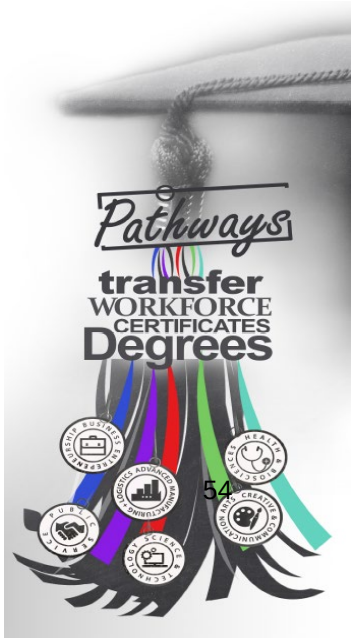
June 2014

Student Advocacy

Advocacy: The Alamo Colleges define advocacy as identifying and providing resources to students that help them overcome basic needs insecurity through support, access, and improved self-efficacy. By implementing holistic services, we can better enhance student success thus impacting our community.

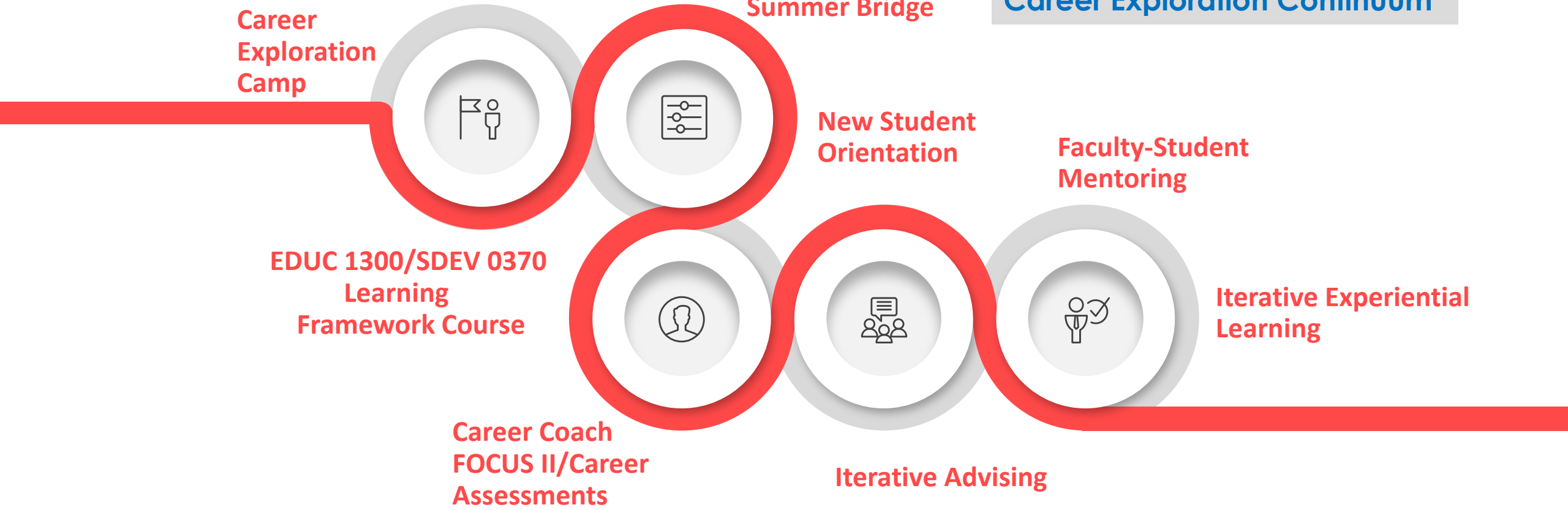
The exclusive and mutual representation of an individual, family, or cause in a forum, attempting to systematically influence decision making in an unjust or unresponsive system(s).

Schneider, R., & Lester, L. (2001). Social Work Advocacy: A new framework for action. Belmont, CA: Brooks and Cole.



Embedded Career Exploration Touchpoints

Career Exploration Continuum



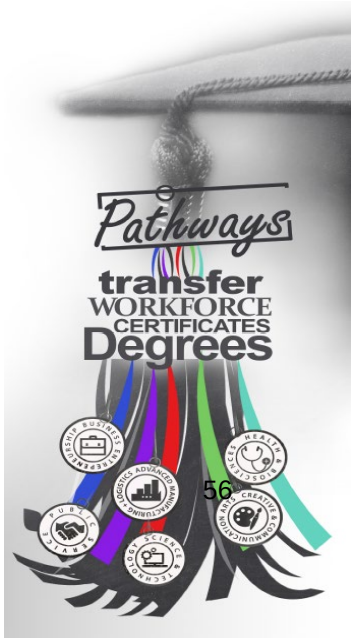
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Experiential Learning

DSO Draft Definition

"Learning through experience integrated with the reflection of the application of knowledge in the experience that results in the development of new skills and/or new perspectives of thinking"

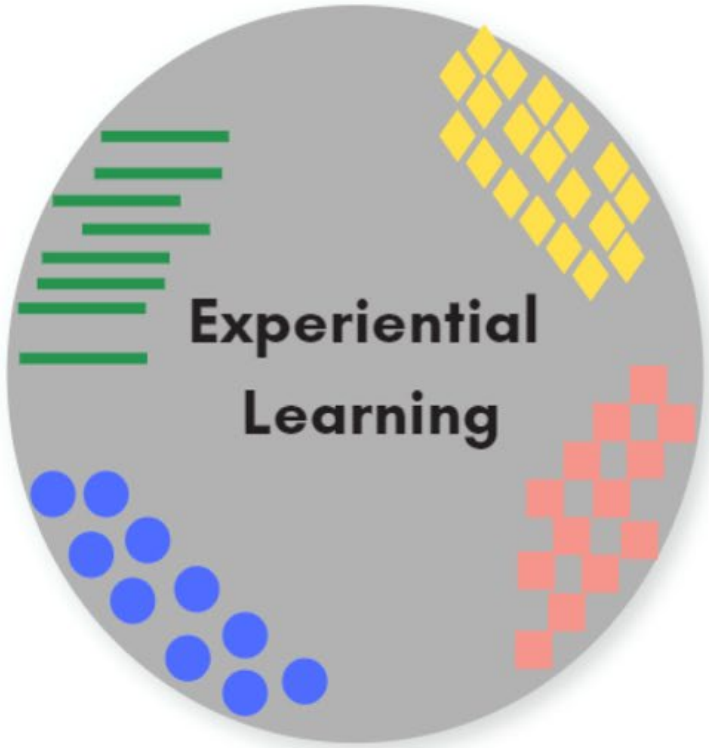
* A discipline based or career-oriented learning opportunity which takes place outside of the classroom and allows a student to connect academic content learned in a classroom setting with the allocation of that knowledge as it allies to the wider discipline or an occupation through a learning experience. Functionally, students take part in a learning experience meant to supplement and contextualize learning.



Experiential Learning

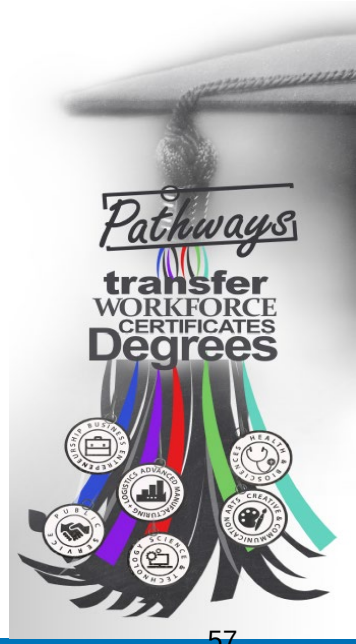
Co-curricular Learning

Field Experience



Service Learning

Extra-Curricular Activities



ALAMO COLLEGES

AlamoADVISE THE ADVISING LIFE OF AN ALAMO COLLEGES STUDENT

ACADEMIC & CAREER ADVISING SHARED VISION—*BUILDING MOMENTUM TO COMPLETION*

VISION	Alamo Colleges will provide every student with an exemplary, effective and personalized pathway to success through academic and career advising.
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0–30 HOURS

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2ND SEMESTER

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31+ HOURS

2ND YEAR—GRADUATION

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ADVISING CENTERS (19 Teams)

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- Reverse Transfer

ACTIONS: Assign Connection Advisor	Certified Advisor Assigned/PIN Given, Institute Chosen		Faculty Mentor Assigned	
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(Analyst) Number of DC/EC Enrolled	Productive Grade Rate (PGR)	Fall to Fall Retention	Number of Art. Agreements	Number of Certificates
DC/EC Term Retention				

BADGES: **Welcome** | **College Ready, 15 Hours, 30 Hours** | **Core Complete** | **Cert., Degree, Alum**

RESOURCES: AlamoENROLL | Academic Advising Syllabi | alamo.edu | Alamo GPS (Degree Plans) | College E-Catalog/Schedule | MyAlamoCareer.org | Career Coach | Canvas | Grad Guru

The Alamo Community College District is an EOE. For any special accommodations issues or an alternate format, contact Disability Support Services at (210) 485–0200.

June 2014

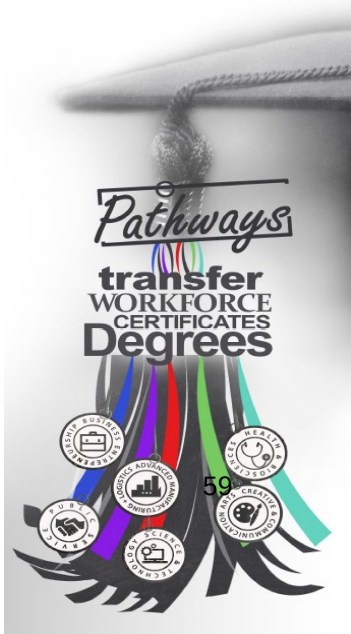
Equity

Equity: The creation of opportunities for historically underserved populations to have equal access to and participate in educational programs that are capable of closing the achievement gaps in student success and completion

AAC&U

Equity in education means that personal or social circumstances such as gender, ethnic origin or family background, are not obstacles to achieving **educational** potential (**definition** of fairness) and that all individuals reach at least a basic minimum level of skills (**definition** of inclusion).

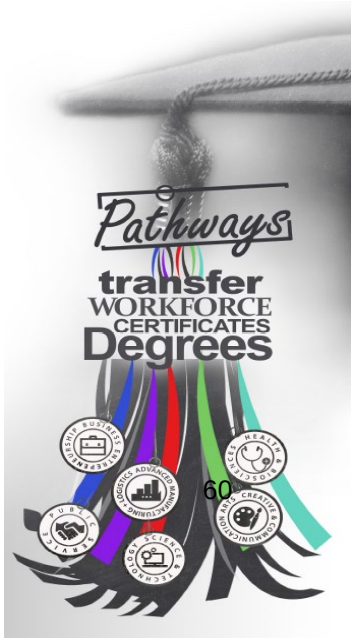
Harvard Graduate School of Education



Equity-Mindedness

Equity-Mindedness: "The term 'Equity-Mindedness' refers to the perspective or mode of thinking exhibited by practitioners who call attention to patterns of inequity in student outcomes. These practitioners are willing to take personal and institutional responsibility for the success of their students and critically reassess their own practices. It also requires that practitioners are race-conscious and aware of the social and historical context of exclusionary practices in American Higher Education."

Center for Urban Education, University of Southern California



Alamo Colleges District
Downward Expansion

Office of the Vice Chancellor for Academic Success

Presented by: Samantha Gallegos

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

Downward Expansion - Strategic Plan

Our Mission

To increase enrollment and support a seamless pathway for students to earn a degree or certificate while minimizing excessive hours

Student Benefits

- Reduction in excessive hours
- Reduce time to degree completion
- Saving money in tuition

Establish a 3-Tier System between LEA ➡ College ➡ University

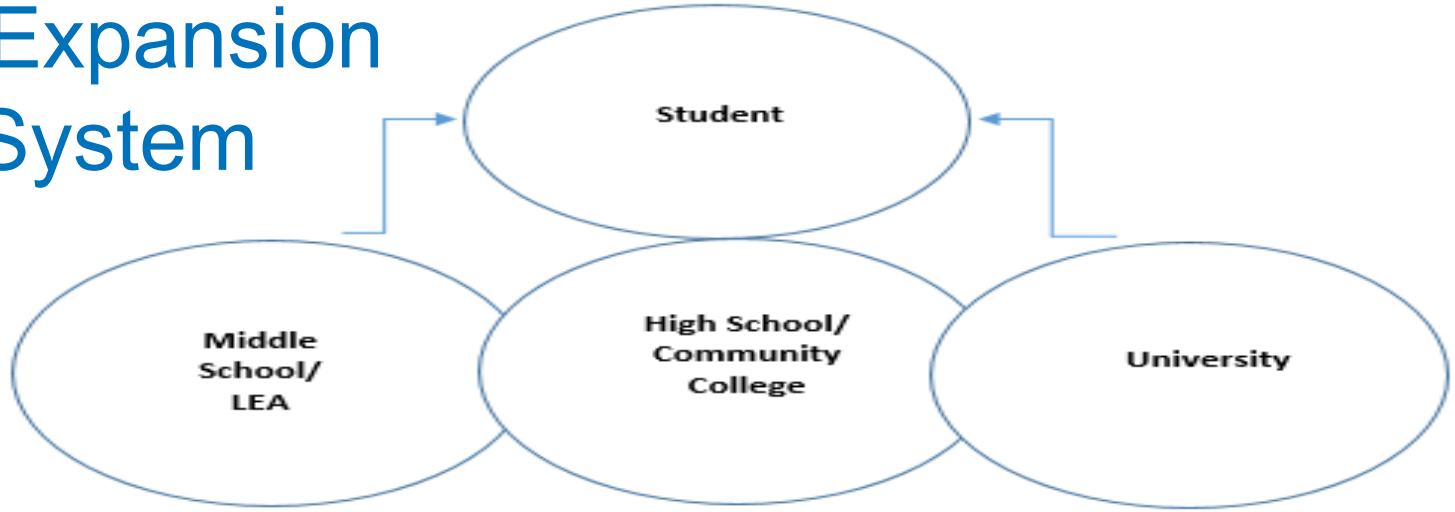
- Earn HS Diploma, Associates, Bachelors Degree within 6 years
- Maximize hours taken at ACD to transfer and apply to the identified degree/university
- Provide social mobility
- Increase in skilled individuals
- Provides college resources to LEAs for use with middle school students and their families
- Establishes stronger collaborations with LEA Communities to promote ACD programs as their first-choice for a post-secondary education

Downward Expansion - Proof of Concept

In collaboration with St. Philip's College and Palo Alto College

- Met with Dr. Loston and Dr. Garza, along with their leadership teams to present Downward Expansion
  - Next steps include: Identify opportunities & barriers to implementation, changes to current practices including: (staffing, financing, degrees, etc.)
- Identified multiple LEAs who currently have ECHS with SPC and PAC
  - Conversations with Superintendent and staff
- Conversations with UTSA and TAMUSA as part of program
  - Possible addition Texas State University

Downward Expansion
3 TIER System



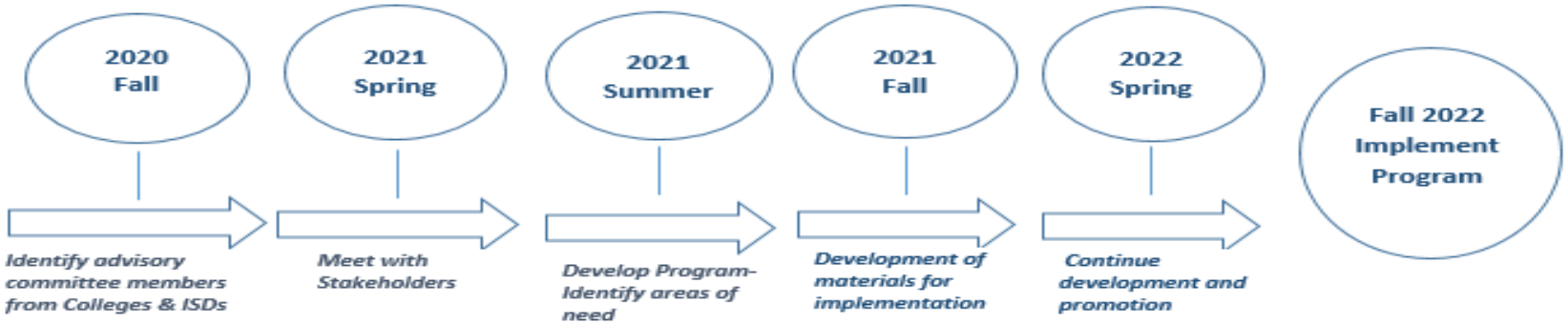
Middle School/ LEA	High School/ Community College	University
Promote College Opportunities at 6th grade Provide resources to LEA Counselors & Faculty Collaboration with College Programs to provide campus experiences at 6th grade Parent Nights for Alamo College District Programs Recruitment for HSP at 8th grade TSI Test at 8th grade level Summer Experiences for Middle School Students	Collaboration with College Programs to provide campus experiences at 9th grade Advise incoming students Place students on **revised/seamless** degree track Collaborate with LEAs and Universities TSI support and testing for college level placement Awarded degree or certificate; Meeting 60 x30 goal Summer Experiences Summer Bridge	Student advising in collaboration with ACD for seamless transition Increased Enrollment/Funding Reduce time to degree completion Reduction in excessive hours Awarded degree Meeting 60 x30 goal

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Downward Expansion - Middle School

Provide information to middle school students to understand the process for making decisions regarding pathways to college, workforce, and other post-secondary options.

- Development of Advisory Committee
  - College Advisors, High School Counselors, Middle School Counselors
  - Identify the needs of teaching faculty, students and parents
  - Development of materials for each population such as: scripted presentations, videos, kits, website, etc.
- Development of Alamo Colleges Downward Expansion website as a place of resources for our ISD Partners
- Collaborate with ESC20 Counselor Network in communication of resources to ISD partners



Downward Expansion - Benefits for all

STUDENT

- Make best use of financial aid dollars
- Reduction in excessive hours
- Reduction in time to degree completion
- Creates a structured educational pathway students to follow
- **Saving money in tuition**

ISD

- HB3 Funding should increase as college ready students numbers increase
- **Systematic change will provide a seamless transfer pathway to the university institutions**
- Focus will be on degree applicability for all entities involved

COLLEGE

- Increased enrollment
- Increased funding
- Provide social mobility opportunities
- Courses will be streamlined
- Predict staffing needs for colleges
- **Reduce time to degree completion**
- Reduction in excessive hours
- Assist ACD to meet statewide 60x30 goals

UNIVERSITY

- Creates steady pipeline of students into university
- Increased funding due to increased enrollment
- Assist universities to meet statewide 60x30 goals
- Reduction in excessive hours
- **Reduce time to degree completion**

WORKFORCE - COMMUNITY

- Targeted internships can be increased
- **Increased number of individuals skilled to enter the workforce**
- Allow local citizens to be employed by employers with high skill jobs
- Reduce time to degree completion
- Employable earlier with a specialized skill set

60X30

- Meet statewide goal of 60% of Texans obtaining a degree or certificate
- Meet statewide goal of 550k students in 2030 completing a degree or certificate
- **Reduction in excessive hours**
- Reduce time to degree completion

SOCIAL MOBILITY

- **Allow students in a low-socio economic demographic to have access to educational opportunities that will launch their career with high wage, high demand jobs**
- Decrease the poverty rate in San Antonio region
- Reduce time to degree completion

Downward Expansion

- Ensure maximum number of hours earned will transfer and are degree applicable at the university of their choice.
- Reduce the time of degree completion.
- Provide resources to LEAs to educate middle school staff, students and their families in understanding college pathways.
- Promote Alamo Colleges District as their first opportunities to obtain a high quality college degree or certification at a low cost rate while in high school and post graduation.

Thank you.

ALAMO COLLEGES DISTRICT

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2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

AlamoADVISE Certified Advisor Update

Dr. Adelina Silva, Vice Chancellor for Student Success
Blanca Balle Villegas, Director, District Wide Advising

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Achieving the Dream LEADER COLLEGE OF DISTINCTION

AlamoADVISE Guiding Principles

- Intrusive, Intentional And Case Management Advising
- Every Student Will Have An Assigned Advisor From Connection To Completion
- Goal Case Load 1:350
- Competency Based Training For Certified Advisors
- Success Based Celebratory Milestones
  - Milestones at 15, 30, 45 Hours
  - Personal Mission Statement/Individual Success Plan

AlamoADVISE: Certified Advisor Update

- Master Advisor Certification & Core Competency Certification
- Advising Touchpoint Metrics
- Student Satisfaction Survey
- Remote Advising Practices
- Next Steps for Year VI

Advising Certification

Master Advisor Certification	
Total Certified Advisors:	138
Core Competency	
Master Certified Completers:	106

Advising Touchpoint Metrics

Measure of Success	FY2018: Actual	FY2019: Actual	FY2020: Actual	FY2020: Target
Students with Formal Academic Plan	43%	84%	86%	≥95%
Students with My Mission Statement	33%	67%	72%	≥95%
Students Meeting with Advisor at 15 Hours	61%	89%	90%	≥95%
Students Meeting with Advisor at 30 Hours	43%	83%	86%	≥95%
Students Meeting with Advisor at 45 Hours	49%	82%	86%	≥95%

Student Satisfaction Survey

Student Satisfaction Survey Questions	FY2020: Actual	FY2020: Target
My Advisor is courteous and demonstrates respect for me.	97%	95%
My Advisor discussed my Academic and Career goals.	95%	95%
My Advisor provided me with information about academic policies.	95%	95%
I was able to meet with my Advisor in a timely manner.	92%	95%
Overall, the advising experience met my academic and career needs.	96%	95%

Remote Advising Practices

Coordinated Communication & Virtual Appointments

Email & Text Conversations	
As of August 15	1,683,467
Virtual Appointments	
Scheduled Appointments	100% increase
Walk In Appointments	25% increase

Next Steps for Year VI

- Master Advisor Certification Continues
- Core Competencies Requirements Continues
- Timely Messaging Email & Text Communications Continue
- Best Practice Work Session For Advising ACOL Population
- Continue collaborative work with Academic Early Alert, Foster Youth, Advocacy Centers, and AlamoPROMISE

Thank you.

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Connection WELCOME/ADVISING CENTERS → **Entry** COLLEGE SUCCESS → **Progress** FACULTY ASSIGNED WITH MAJOR → **Completion** CAREER & GRAD. CENTERS

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Enrollment Management Period (EMP) Update

December 1, 2020

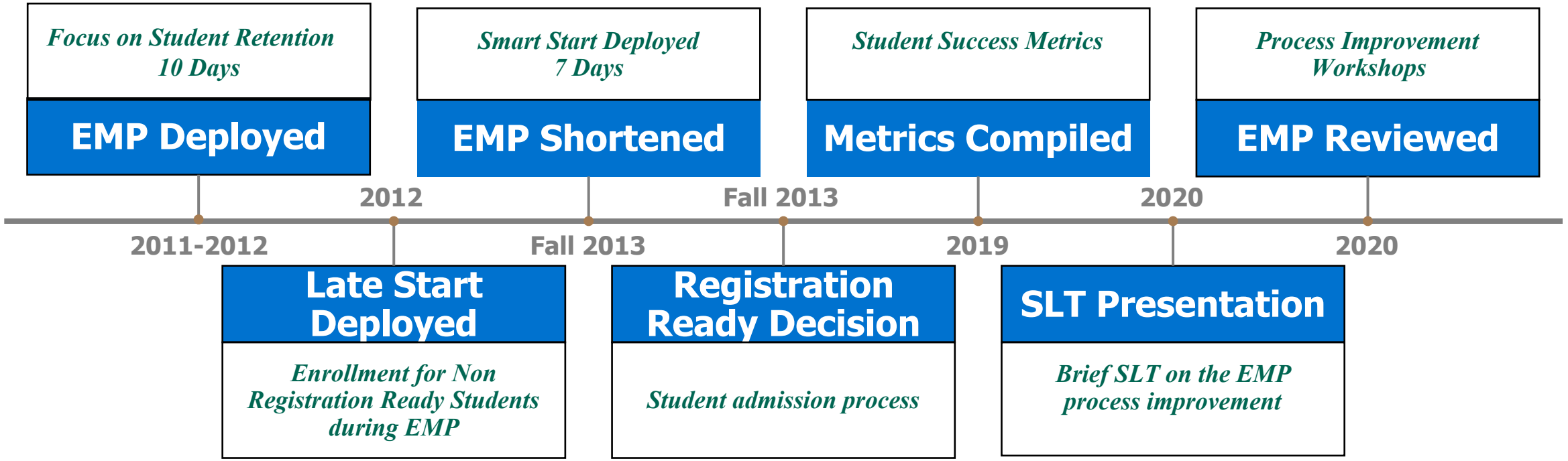
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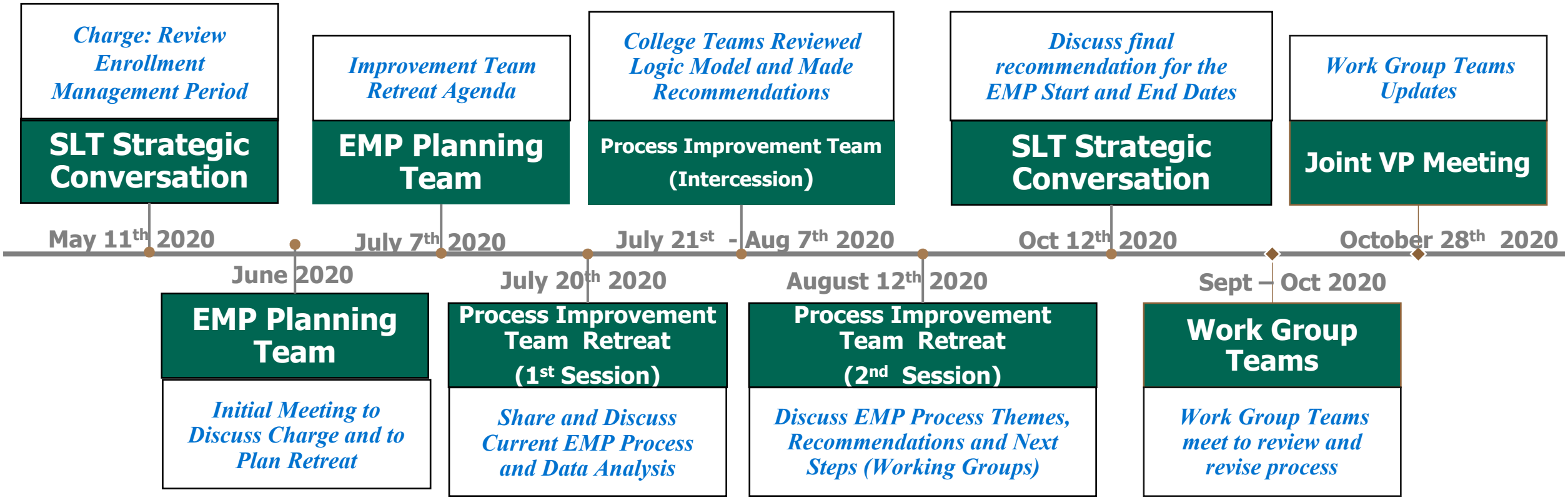
Enrollment Management Period

Historical and Current Timeline



Enrollment Management Period

Process Improvement Timeline



SLT Approved to Shorten the Length of the EMP

Previous EMP Length: 12:01am the Monday before classes begin – 8:00am Monday the first day of classes

Revised EMP Length:

- 12:00am Wednesday – 12:01am Sunday (activate web self-service on Sunday to allow students time to add/drop before first day of classes)

EMP Strategies

- Consolidate sections
- Cancel sections
- Add sections
- Finalize faculty teaching assignments
- Student schedule changes
- Faculty-to-student pre-1st day communications
- Students secure books and other learning resources
- Provides additional time for students to enroll

EMP Process Improvements

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Achieving the Dream LEADER COLLEGE OF DISTINCTION

Process Improvement – Waitlist

- Champions: Ruth Dalrymple (DSO), Ray Pfang (PAC), Will Fanning (NLC)

Process Improvement – Add/Drop Processes During EMP and the First Week of Classes

- Champions: Beth Tanner (PAC), Robin Lund (NVC), Pat Fontenot (NVC)

Improvement – EMP Dashboard

- Champions: Tangila Dove (NLC), Luke Dowden (DSO), and Velda Villarreal (DSO)

Employee and Student Awareness and Training

- Champions: Daniel Powell (NVC) and Julie Kirkland-Poirie (NLC)

Enrollment Management Period

Enrollment Management period is the 7 calendar days immediately prior to the start of each part of term. During this timeframe, Banner Self-service is taken offline in order to require students to seek registration assistance and advice from College staff.

ACD Strategic Plan Objectives and Goals Alignment:

***Student Success**: Provide academic and student support and align labor market-based pathways with a focus on student access, completion, and social mobility.*

***Performance Excellence:** Continuously improve our student, employee, financial, technological, physical and other capabilities with focus on effectiveness, efficiency, agility and quality.*

Updated December 2020

INPUTS

1. Historical Student Data and Trends.
2. Courses being offered.
3. Student Success Enrollment Staff.
4. Student Success Advising Staff.
5. Parts of Term.
6. Traditional student registration (daily enrollment report).
7. Max enrollment report.
8. Daily Enrollment Report.

STRATEGIES & ACTIVITIES

1. Enrollment Management Period
   a) Banner Self-Serve is closed.
   b) Registration ready students are provided in-person registration support.
   c) During EMP, department leads/chairs/faculty review enrollment data to determine course cancellations and prepare Day 1 enrollment counts.
   d) Communication plan to students about the value of the EMP.
2. Course cancelation process.
3. Waitlist processes.
4. Course overloading approval process.
5. Faculty and Staff Training process.

OUTPUTS

1. # and % of Students enrolling 7 days prior to start of class.
2. # and % of Students enrolling 2-7 days prior to start of class.
3. # and % of Students enrolling after start of class.
4. # of Courses cancelled.
5. # of Courses added.
6. # of Student served during EMP.
7. # of student re-enrolling during EMP.

SHORT-TERM OUTCOMES

1. Employee Awareness: Employees gain awareness and understanding the value of encouraging students to take advantage of the EMP.
2. Student Awareness: Students gain an awareness of the importance of early enrollment on their future success.
3. Student Satisfaction: Students satisfaction and engagement with the EMP Process.

INTERMEDIATE OUTCOMES

1. Course Completion Rates: Student completes all requirements of the course.
2. Productive Grade Rates: : Students complete courses with productive grades (A, B, or C).
3. Fall to Spring Retention: Students enroll in the next spring semester.
4. Fall to Fall Persistence: Students enroll the next fall semester.
5. Number of hours earned.
6. Data disaggregated by equity groups.
7. Comparison group of non-prior registered students.

LONG-TERM OUTCOMES

1. Graduation: Participants earn an associate degree or certificate.
2. Intermediate Outcomes by # of Advising visits.
3. Transfer: Students enroll in 4 year institution.
4. What are the behaviors of student enrollment patterns over time.

OVERALL MPACT (Student Success)

1. **Smart Growth**: "Smart growth positions the Alamo Colleges to make the most effective use of every dollar of revenue to support the economic and social mobility of the members of our community and the success of our students."
2. **Close the Gap:** Close the high demand, high wage gap among women and men.
3. **Community Success:** Graduates contribute to the economic and social mobility of their communities.

ASSUMPTIONS:

- Students who register after classes began have the lowest course completion rate compared to those who registered before classes began.
- Maximizing enrollment while maximizing retention.
- Enrollment is an indicator of both retention, persistence, and graduation.
- Students who are registration ready and are supported during enrollment management, demonstrate grit and more likely to persist.
- Student's one-on-one interactions with Student Success personnel are positively impacted.
- Shifting (e.g. increase days) will impact Student Success staff and faculty.
- Shifting (e.g. decrease days) will impact students.
- The implementation of EMP is standardized across the colleges.

CONTEXTUAL FACTORS:

Enrollment Management Plan by Noel-Levitz.
Students ultimately make the decision about when they are wanting to register.
One-day enrollment.
Improvements made by Fall 2022 – Annual registration calendar.

Thank you.

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

Appendix

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

EMP Data Overview for Fall 2015-Fall 2019

Fall/Flex I 2019	EMP Sunday-Sunday	Fall/Flex I 2020	EMP Wednesday-Sunday
Sunday 8/19/19	65,071	Sunday 8/16/20	60,001
Sunday 8/25/19	67,418	Sunday 8/23/20	65,041
Enrollment Growth During EMP	+2,347 (3.5% increase during Sunday-Sunday EMP)	Enrollment Growth During EMP	+5,040 (7.75% increase during Wednesday-Sunday EMP)

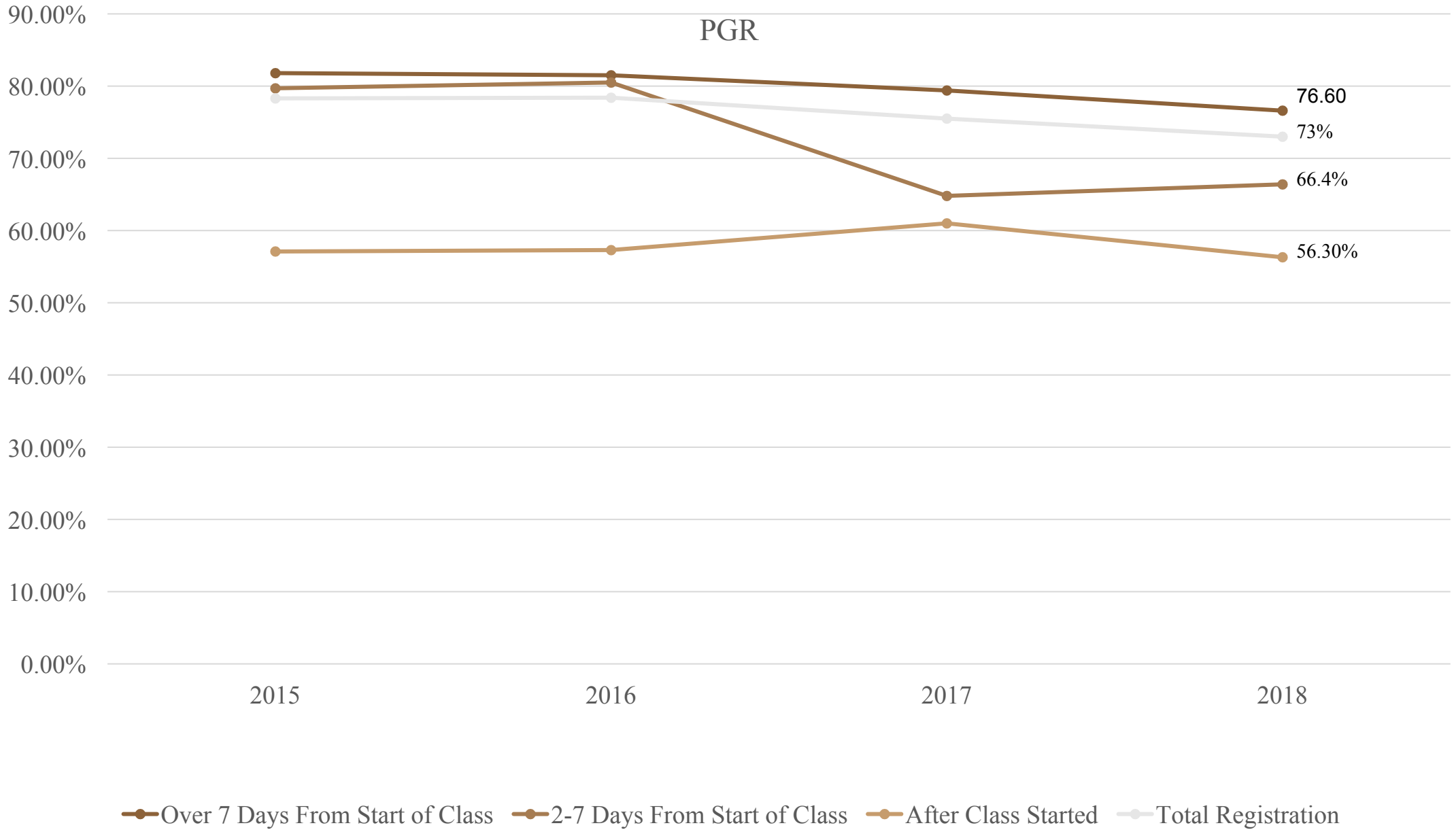
EMP Data Overview for Fall 2015-Fall 2019

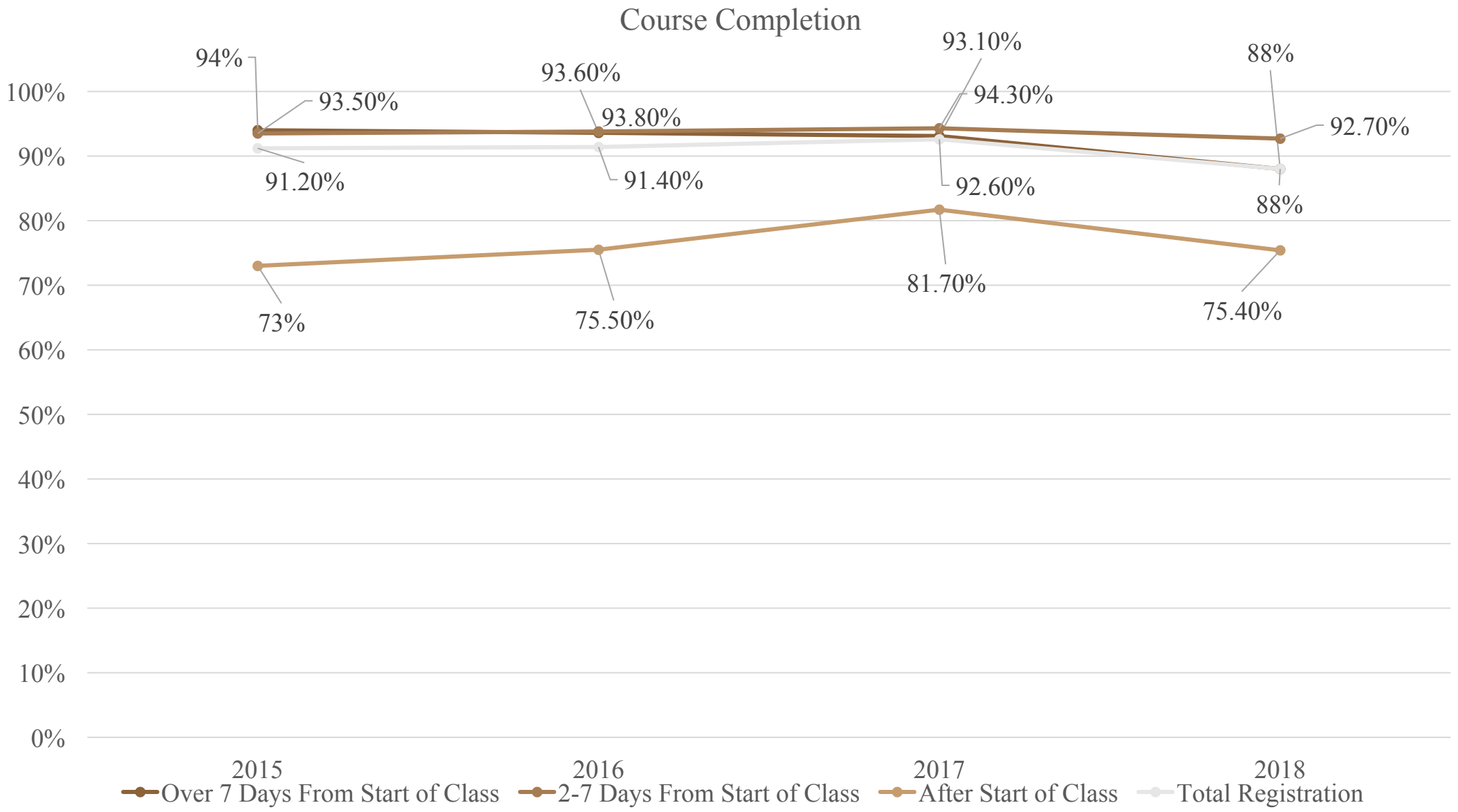
- Course completion, productive grade (PGR), and persistence rates track students' performance and success.
- Course completion rates measure students' completion of their courses with any grade (i.e., did not withdraw).
- Productive grade rates measure students' completion of their courses with a grade of "C" or better.
- Fall-to-spring persistence rates measure students' return from the fall term to the following spring term.
- Fall-to-fall persistence rates measure students' return from the fall term to the following fall term.

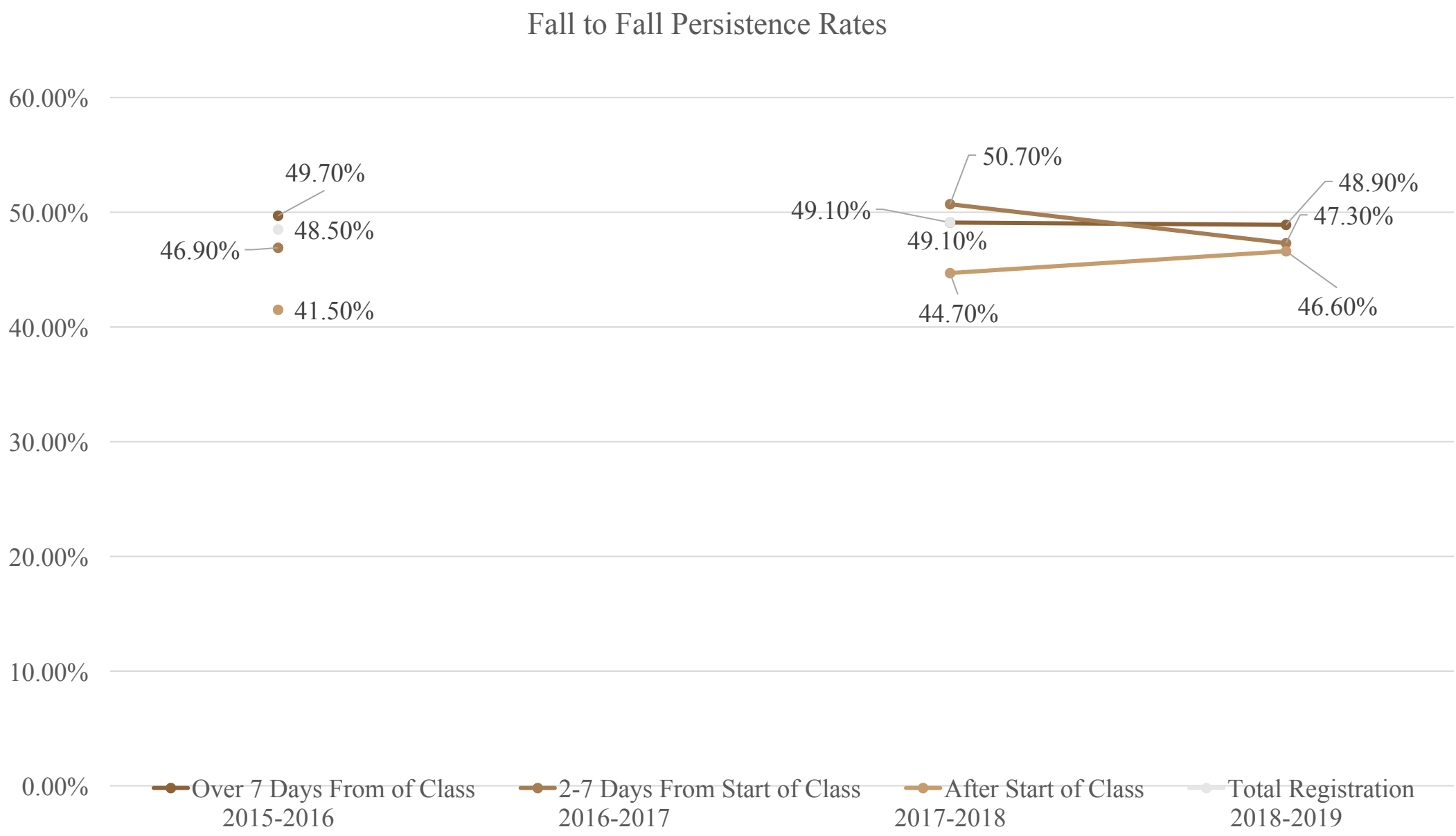
Data Analysis for Discussion

- The data sets provided disaggregate Persistence rates, course completion rates and Productive Grade Rates by registration day intervals and part of term for students who added a class and those with no prior registration.

- The Disaggregation is divided into 3 categories: before Enrollment Management Period for the term (more than 7 days prior to start of class), during Enrollment Management Period (for the term 2-7 days prior to start of class), and after class start date. Totals for the term are also provided.


PGR
90.00%
80.00%
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
2015
2016
2017
2018
76.60
73%
66.4%
56.30%
Over 7 Days From Start of Class
2-7 Days From Start of Class
After Class Started
Total Registration


Course Completion
100%
90%
80%
70%
60%
50%
40%
30%
20%
10%
0%
94%
93.50%
91.20%
93.60%
93.80%
91.40%
93.10%
94.30%
92.60%
88%
92.70%
88%
73%
75.50%
81.70%
75.40%
2015
2016
2017
2018
Over 7 Days From Start of Class
2-7 Days From Start of Class
After Start of Class
Total Registration


Fall to Fall Persistence Rates
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
49.70%
48.50%
46.90%
41.50%
50.70%
49.10%
48.90%
47.30%
49.10%
44.70%
46.60%
Over 7 Days From of Class 2015-2016
2-7 Days From Start of Class 2016-2017
After Start of Class 2017-2018
Total Registration 2018-2019

Summary Observations

- Students who registered after classes began had lower course completion, productive grade, and persistence rates than did those who registered before classes began with some isolated exceptions.
- This pattern held for those who added a class and for those with no prior registration.
- There were no large differences between those who registered more than 7 days before classes began and those who registered 2-7 days before classes began for any of the success metrics.

ALAMO COLLEGES DISTRICT
Malcolm Baldrige National Quality Award 2018 Award Recipient
Achieving the Dream LEADER COLLEGE

Committee of the Whole Meeting – Proposed Texas Legislative Agenda - 2021

Priscilla Camacho, Director, Government & Community Relations

December 1, 2020

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

Timeline for the 87th Texas Legislative Session

- Prefiling of bills started on **November 9**
- Regular Legislative session can't extend beyond 140 days
- **January 12, 2021** - First Day of Session
- **March 12, 2021-** Deadline for the unrestricted filing of bills and joint resolutions other than local bills, emergency appropriations, and emergency matters submitted by the governor
- **May 31, 2021** - Last Day of Session



Dynamics going into the Texas Legislative Session

- **Interim Hearings**
  - House v. Senate

- **Republicans control the Texas House**
  - 83 Republicans v. 67 Democrats
  - Presumptive Speaker: Rep. Dade Phelan (R-Beaumont)

- **Republicans control the Texas Senate**
  - 18 Republicans v. 13 Democrats

- **Uncertain Budget**
  - Estimated shortfall of $4.6B going into the session
    - Nearly $6B hit on projected sales tax revenue
  - Comptroller will give updated revenue estimate in January 2021

- **No direction on how the legislative session will conducted**
  - In-person v. virtual v. hybrid approach

Strategy around proposed ACD Legislative Agenda

- Frame the discussion around economic recovery and the ROI brought by community colleges
- Emphasize our critical role in our local and the Texas economy
- Outline continued challenges experienced by our students
- **TACC Legislative Agenda** focuses on three items:
  - Formula Funding request
    - Flat request based on guidance from Legislative Budget Board
  - Texas Reskilling and Upskilling through Education (TRUE) Initiative
    - New initiative from TACC
  - Small Business Development Centers
    - Move from Article 3 to Article 7

Proposed Alamo Colleges District Legislative Agenda

Invest in Texas' Economic Recovery

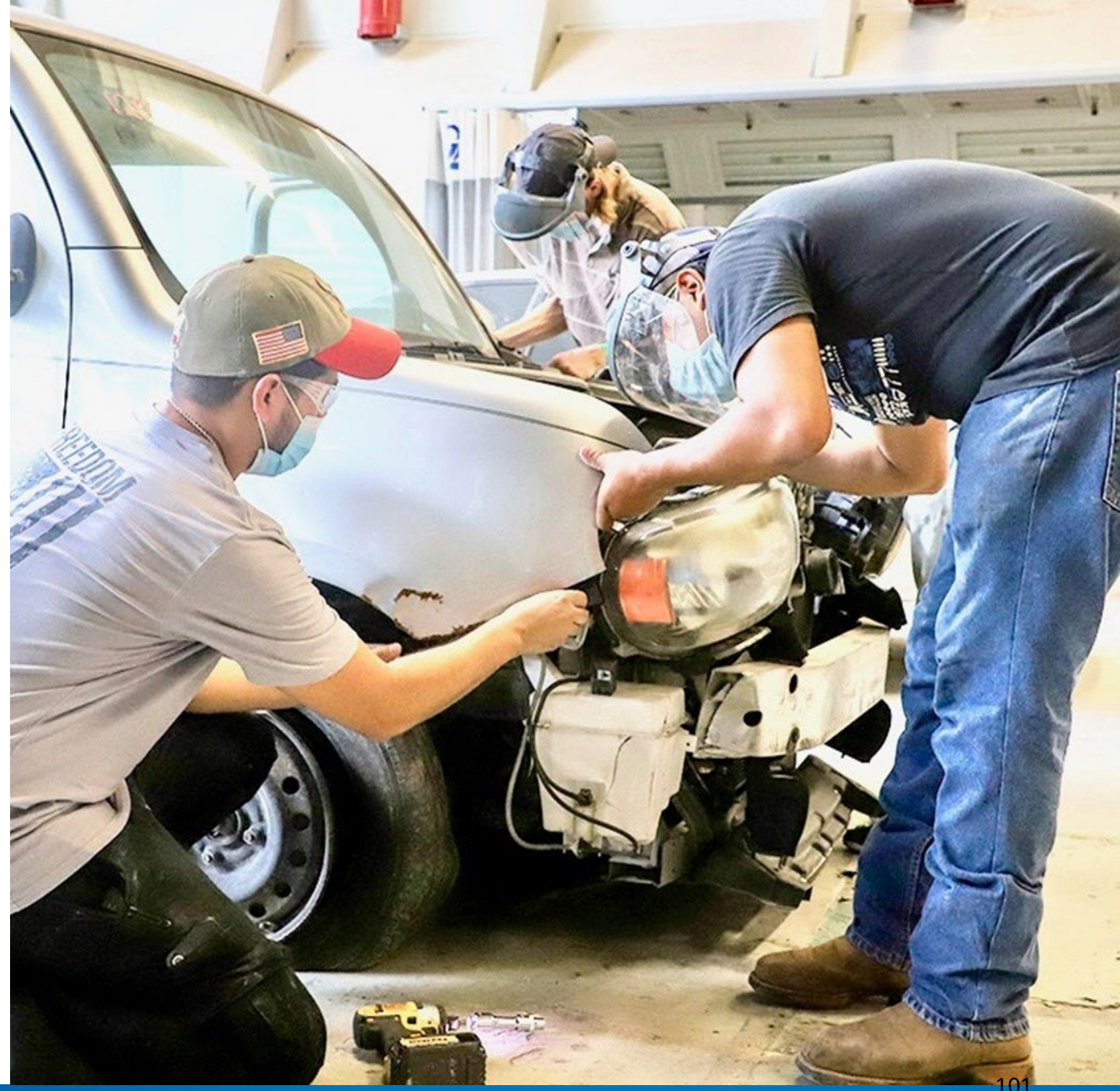
- Prioritize investments in Texas Community Colleges at an overall level of $1.833 billion to include:
  - Core operations at $100 million for the biennium, equaling $2 million per district
  - Student success points at a rate of $215 per success point, for a total of $282.8 million
  - Enrollment based on contact hours at a projected total of $1.44 billion

- Support interventions and funding for diverse student populations aligned with success measures including the non-formula support request for the Alamo Colleges District's Veterans Assistance Centers.

Expand Texas' Workforce Programs

- Grow employer-informed micro-credentials and certificates and ensure they are recognized as part of the state's *60x30TX Plan*.

- Invest in existing (*Skills Development Fund and the Jobs and Education (JET) Grant*) and new funding models that will provide support for growing workforce programs including short-term training and micro-credentialing.





Strengthen College and Career Pathways for Students

- Continue to improve pathways for credential completion to meet regional industry needs through expansion of Career and Technical Education dual-credit opportunities.
- Improve the college credit transfer and applicability processes to improve college completion and reduce student debt.

Increase Access for Students

- Expand the Texas Education Opportunity Grant to high school students enrolled in dual credit courses.

- Enact legislation to close the digital divide by ensuring availability, connectivity and affordability of broadband internet service for all Texans.



Next Steps

- Consideration and approval from the Board of Trustees
- Provide priorities to area chambers of commerce, COSA, and Bexar County
- Print and post online our approved legislative agenda and relevant marketing materials
- Meet with members of the Bexar County Delegation and relevant House and Senate Committee to discuss priorities

Thank you.



ALAMO
COLLEGES
DISTRICT





Discussion and Possible Action on Adoption of the 2021 Legislative Agenda

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER

"The Board of Trustees hereby adopts the 2021 Legislative Agenda attached as a working document subject to revision by administration during the course of the 2021 Legislative Session in a manner generally consistent with its priorities.

PURPOSE

The purpose of this minute order is to adopt the 2021 Legislative Agenda and reauthorize the Ad Hoc Legislative Committee

BACKGROUND

The 2021 Legislative Agenda reflects recommendations of the Ad Hoc Legislative Committee reached in consultation with the administration and is consistent with the priorities of the Texas Association of Community Colleges and the Community College Association of Texas Trustees. The delegation of authority to administration to revise the Legislative Agenda is necessary and appropriate in order to respond to rapidly unfolding legislative developments during the relatively brief biennial session because the Board typically meets only monthly.

IMPLICATIONS

Financial:	None
Employee Services:	None
Strategic Plan:	Student Success and Performance Excellence
ATTACHMENTS:	2021 Legislative Agenda

Kristi Wyatt Date	**Dr. Mike Flores** Date
Associate Vice Chancellor of Communications & Engagement	Chancellor

Discussion and Possible Action on Establishment of Internal Revenue Code Section 401(a) Executive Salary Deferral Plan and Approval of Associated Agreements and Documentation

Presented to the AUDIT BUDGET AND FINANCE COMMITTEE on December 1, 2020 and forwarded for recommended approval to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on December 8, 2020.

MINUTE ORDER

"The Board hereby authorizes administration to establish an Internal Revenue Code Section 401(a) Executive Salary Deferral Plan for Chancellors, adopts the attached resolution, authorizes, without limitation, the execution of the attached plan design form and interlocal agreement with Education Services Center, Region 10 to participate in its 401(a) plan, adopts the attached basic plan document and associated trust agreement, as amended, and adopts and authorizes the execution of any and all appropriate associated agreements and documentation, and all required subsequent updates, each substantially in form presented or referenced, as applicable, all as may be amended to the satisfaction of District counsel, and failing same, authorizes administration to negotiate and execute equivalent documentation with an appropriate substitute provider of such plans."

PURPOSE

To establish an Internal Revenue Code Section 401(a) Executive Salary Deferral Plan for Chancellors.

BACKGROUND

The proposed Internal Revenue Code Section 401(a) Executive Plan for Chancellors would implement elements of the employment agreement of the Chancellor by supplementing qualified plan options.

IMPLICATIONS

Financial:	Budgeted Funds
Strategic Plan:	Goal IV Performance Excellence
Human Resources:	Build talent and engage employees with a focus on learning, collaboration, and performance
Attachments:	Resolution Plan Design Form Interlocal Agreement Adoption Agreement (pending) Basic Plan Document Plan Interim Amendment Trust Agreement Trust Agreement Amendment One

Linda Boyer-Owens Date
Associate Vice Chancellor for Human
Resources & Organizational Development

Alamo Community College District

Certificate of Resolution re Adoption of 401(a) Plan and Related Agreements

THIS IS TO CERTIFY that a meeting of the Board of Trustees of Alamo Community College District ("District") was duly called and held on the 8th day of December, 2020. A quorum of Trustees being present, the following resolutions were put to a vote and adopted, to wit:

WHEREAS, the District has previously entered into an employment agreement with its Chancellor, the terms of which require it to adopt a new 401(a) plan to receive certain contributions provided for in such agreement;

WHEREAS, the Trustees through counsel have reviewed the terms of the adoption agreement, base plan document and associated trust agreement, as amended, attached hereto, which together will constitute the governing documents of the plan ("401(a) Plan") upon adoption; and

WHEREAS, the 401(a) Plan is provided in connection with Education Service Center Region 10 Teacher/Employee Recruitment and Retention Program, and in order to adopt the 401(a) Plan the District must also enter into an interlocal agreement with Education Service Center Region 10, and has reviewed a draft of such interlocal agreement, attached hereto ("Interlocal Agreement");

NOW THEREFORE, BE IT RESOLVED, that the Executive 401(a) Plan for Alamo Community College District be and hereby is adopted, substantially in the form attached hereto and referenced herein, subject to any requirements of District counsel hereby pre-approved, effective September 1, 2020.

BE IT FURTHER RESOLVED, that the Interlocal Agreement be and hereby is authorized for execution, substantially in the form attached hereto, subject to any requirements of District counsel hereby pre-approved, effective September 1, 2020.

BE IT FURTHER RESOLVED, that appropriate officers or employees of the District be, and hereby are, authorized to take any and all actions that may be necessary or appropriate to accomplish the intent of the foregoing resolutions, including (without limitation) the execution of the adoption agreement of the 401(a) Plan and any and all appropriate associated agreements and documentation, and all required subsequent updates, all as may be amended to the satisfaction of District counsel.

The undersigned Secretary or Deputy Secretary of the Board of Trustees of Alamo Community College District, certify that the above and foregoing is a true and correct copy of the resolutions passed by a majority of all Trustees at the meeting held on the date stated above.

_____

Anna Uriegas Bustamante, Secretary

Plan Design Form

for the

401(a) Teacher/Employee Recruitment and Retention Program

Introduction

The provisions of the Teacher/Employee Recruitment and Retention Program ("TERRP") have been approved by Education Service Center Region 10 ("Region 10") for all Public School Districts and Charter Schools serviced by Region 10 and other governmental agencies, subject to the approval of Region 10. By executing this Plan Design Form, the Employer agrees to the following:

(1) Adoption of the TERRP Trust Agreement (the "Trust"),

(2) Adoption of the Agreement for Administrative Services, pursuant to Section 2.4 of the Trust,

(3) Authorizes the preparation of a Plan Document and Adoption Agreement ("Documents") that will include all provisions of the Plan adopted by the Employer, and to sign such Documents and any amendments required by changes in laws or regulations in the future, in a timely manner so as to keep the Plan in compliance with applicable federal tax and other laws.

The Employer will be bound by the documents listed above to the extent permitted by the laws of the State of Texas and any federal law applicable to the TERRP Plan and Trust.

The Employer hereby selects the following general Plan specifications:

Section I
Plan and Trust Information

1.1 FULL NAME OF TRUST: Teacher/Employee Recruitment and Retention Program Trust (TERRP)

1.2 FULL NAME OF PLAN: Executive 401(a) Plan for Alamo Community College District

1.4 ORIGINAL EFFECTIVE DATE OF PLAN: September 1, 2020

1.5 AMENDED AND RESTATED EFFECTIVE DATE: ___NA_____

1.6 PLAN NUMBER: _006____

1.7 PLAN YEAR END: August 31

Section II
Employer Information

2.1 NAME OF EMPLOYER:

Alamo Community College District

ADDRESS: (Street): 2222 N. Alamo St.

(City, State Zip Code): San Antonio, TX 78215

(Phone Number): 210-485-0000

2.2 EMPLOYER TAX IDENTIFICATION NUMBER: 746002173

2.3 EMPLOYER FISCAL YEAR means the 12 consecutive month period:

Commencing on (month, day) September 1 and

Ending on (month, day) August 31

2.4 CURRENT TAX-QUALIFIED PLANS OFFERED BY EMPLOYER (list below):

Texas Teacher Retirement System ("TRS")

Voluntary 403(b) Plan

Voluntary 457(b) Plan

List all others: State Optional Retirement Plan (403(b)

Section III
Eligibility

3.1 ELIGIBLE EMPLOYEE. An Employee shall be an Eligible Employee entitled to participate in this Plan if he or she is the Chancellor of the Employer.

3.2 EXCLUDED EMPLOYEES, IF ANY All except the Chancellor

3.3 SERVICE REQUIREMENT None

3.4 MINIMUM AGE REQUIREMENT None

Section IV
Contributions and Compensation

4.1 FORMULA FOR DETERMINING EMPLOYER CONTRIBUTIONS

(a) MATCHING CONTRIBUTION.

(1) The Employer shall make contributions on behalf of Participants of the Plan as follows: Not applicable.

(2) Elective Deferrals under the following plan will be matched:

Not applicable

(b) DIRECT CONTRIBUTION. The Employer shall make contributions on behalf of Participants of the Plan as follows: _A discretionary contribution, including but not limited to, one made pursuant to a contractual arrangement between the Participant and Employer."

4.2 FREQUENCY OF CONTRIBUTIONS.

(c) Matching Contributions shall be made as soon as administratively feasible following the end of each payroll period of the Employer or as follows: Not applicable.

(d) Employer Contributions shall be made as soon as administratively feasible following the end of each payroll period of the Employer or as follows:

As of any date determined by the Employer, acting through its Board of Trustees, including as may be provided pursuant to a contractual agreement between the Participant and Employer

4.3 ELIGIBILITY FOR CONTRIBUTIONS.

Contributions shall be allocated to Participants who are eligible employees on last day of each plan year, August 31. Notwithstanding the foregoing, a Participant who ceases to be an Employee during the Plan Year because of the

_____Death or

_____Permanent and Total Disability

shall be entitled to a contribution for such Plan Year.

4.4 DEFINITION OF COMPENSATION. Compensation shall be defined pursuant to Section 1.8 of the Master Plan Document, except as Compensation is excluded herein. NA

Section V

Vesting

5.1. VESTING. A Participant shall be vested in his or her Employer Contribution Account:

a. Based on the schedule below:

Year of Service	Percent Vested
0 or more	100%
2	%
3	%
4	%
5	%

b. Optional (Mark the provisions that apply)

(__) (1) Upon meeting the requirements of "qualification for retirement" in accordance with TRS, a Participant shall be 100% vested as of his or her retirement date regardless of Years of Service.

(__) (2) Upon obtaining Normal Retirement Age and retirement from the District a Participant shall be 100% vested regardless of Years of Service; and

(__) (3) Upon Death, while an active employee a Participant shall be 100% vested regardless of Years of Service.

(__) (4) Permanent and Total Disability while an active employee, a Participant shall be 100% vested regardless of Years of Service.

5.2 YEAR OF SERVICE FOR VESTING.

(e) A Participant shall receive a Year of Service under the Plan for each Plan Year in accordance with the Service Requirements under TRS.

(f) A Participant shall receive a Year of Service under the Plan for each Plan Year for _____

5.3 PRIOR SERVICE. Years of Service for vesting (X) shall (__) shall not include a Participant's service with the Employer prior to the Original Effective Date.

5.4 USE OF FORFEITURES. Forfeitures, if any, shall be reallocated to the Plan and shall reduce future Employer Contributions. Forfeitures may be used to pay plan expenses.

Section VI

Distributions

6.1. DISTRIBUTION FORM. Lump Sum.

6.2 IN-SERVICE DISTRIBUTIONS.

(A) Age 59 ½

(B) A Participant (X) shall ( ) shall not be allowed to elect to receive an in-service distribution from the Plan if (a) the Participant's account has been frozen for 2 or more years, (b) the Participant's total account balance is less than $5,000 and (c) the Participant is 100% vested in his or her account.

Section VII
Other

7.1. OTHER PLAN PROVISIONS:

The requirement under 4.3 that Contributions shall be allocated to Participants who are eligible employees on last day of each plan year, August 31, is hereby removed.

Signatures on Next Page

Execution

By executing this Plan Design Form, the Employer hereby adopts and agrees to be bound by the amended and restated the Trust and the Agreement for Administrative Services pursuant to Section 2.4 of the Trust as well as the Documents to be prepared based on this form.

The Employer understands and agrees that the documents referred to above may be amended from time-to-time without any consent of the Employer.

This Plan Design Form is hereby executed this _____ day of December, 2020.

EMPLOYER:

Alamo Community College District

Name: Linda Boyer-Owens

Signature: Linda Boyer-Owens Digitally signed by Linda Boyer-Owens Date: 2020.11.30 15:02:50 -06'00'

Title: Associate Vice Chancellor, Human Resources & Organizational Development

TERRP PLAN ADMINISTRATOR:

Name: Andrea Arenas
(TERRP Plan Administrator)

Title: Director of Compensation, Benefits and Records, Human Resources & Organizational Development

INTERLOCAL AGREEMENT
Education Service Center Region 10

Contracting Parties

Education Service Center Region 10 (ESC Region 10)

and

Alamo Community College District (the "Employer")

This agreement is effective September 1, 2020 ("Effective Date") and shall remain in effect for the period beginning with the Effective Date and twelve (12) months thereafter ("Term"). This agreement shall continue unchanged for successive twelve-month periods following the Term unless either party gives written notice to the other party of the intent to terminate prior to ninety (90) days before the end of the Term.

Statement of Services to be Performed: Provide a 401(a) Retirement Plan ("Plan") to the Employer through the ESC Region 10 Teacher/Educator Recruitment and Retention Program ("TERRP") and TERRP Trust.

Authority for such services is granted under sections 791.001 through 791.015 and 791.025 of the Government Code, V.T.C.A. as amended.

Role of ESC Region 10

1. Provide for the organizational and administrative structure of the program, including a Trust for investment of Plan funds, oversee the investments of the Trust, and provide a Plan Document, Plan Adoption Agreement and other relevant documents to the Employer for the Plan to comply with the requirements of the Internal Revenue Code and Texas Government Code.

2. Provide for an Investment Advisor to oversee the investments offered in the TERRP and TERRP Trust and to accept fiduciary responsibility for the selection of the investments offered to employees participating in the TERRP and TERRP Trust.

3. Provide consulting services at no additional cost to Employers located within the geographic boundaries of ESC Region 10 to assist the Employer in designing their programs.

3. Provide staff time necessary for efficient operation of the program.

4. Initiate and implement activities related to the vendor(s) selection process.

5. Facilitate the delivery of the services purchased.

Role of the Member School Employer:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.

2. Designate a contact person for the cooperative.

3. Commit to purchase the services designated herein.

4. Accept the services from vendor(s) in accordance with standard procedures of the Employer.

5. Pay vendor(s) in a timely manner for all goods and services received in accordance with their fee schedules.

6. Make timely employer contributions to the Plan in accordance with the Employer's Plan Adoption Agreement.

7. Operate the Plan in accordance with the Employer's Plan Adoption Agreement and other Plan and Trust documents.

8. Supply payroll data in good order to the vendor(s).

This agreement shall not cover any existing plan(s) sponsored by the Employer under Section 401(a) of the Internal Revenue Code and neither ESC Region 10 nor any of the vendors participating in the TERRP or TERRP Trust shall have any responsibility whatsoever for such existing plan(s).

Authorization:

Please send a signed Interlocal Agreement to ESC Region 10, Attn: Dr. Gordon Taylor, Executive Director, Education Service Center Region 10, 400 E. Spring Valley Rd., Richardson, TX 75081.

Employer: Alamo Community College District

By _____
Authorized Signature
Linda Boyer-Owens
Associate Vice Chancellor
Human Resources & Organizational Development
Title

_____
Date

Andrea Arenas
Contact Person

Director of Compensation, Benefits and Records
Human Resources & Organizational Development
Title of Contact

2222 N. Alamo St.
Street Address

San Antonio, TX 78215
City, State

apriolo@alamo.edu
E-mail Address

(210) 485-0047
Telephone Number

Education Service Center Region 10

By _____
Authorized Signature

_____
Title

_____
Date

_____
Contact Person

_____
Telephone Number

GOVERNMENTAL DEFINED CONTRIBUTION VOLUME SUBMITTER PLAN AND TRUST

BASIC PLAN DOCUMENT

[DC-BPD #05]

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SECTION 1
PLAN DEFINITIONS

This Section contains definitions for common terms that are used throughout the Plan. All capitalized terms under the Plan are defined in this Section or in the relevant section of the Plan document where such term is used.

1.01 **Account.** The separate Account maintained for each Participant under the Plan. A Participant may have any (or all) of the following separate Accounts, to the extent authorized under the Plan:

- Employer Contribution Account
- Matching Contribution Account
- After-Tax Employee Contribution Account
- Employer Pick-Up Contribution Account
- Rollover Contribution Account
- Transfer Account

In addition, if this Plan qualifies as a Grandfathered 401(k) Arrangement (as defined in Section 1.54), a Participant also may have any (or all) of the following separate Accounts:

- Pre-Tax Salary Deferral Account
- Roth Deferral Account
- Roth Rollover Contribution Account

The Plan Administrator may establish other Accounts, as it deems necessary, for the proper administration of the Plan.

1.02 **Account Balance.** Account Balance shall mean a Participant's balances in all of the Accounts maintained by the Plan on his or her behalf.

1.03 **Actuarial Factor.** A Participant's Actuarial Factor is used for purposes of determining the Participant's allocation under the age-based formula under AA §6-3(f) of the Profit Sharing Plan Adoption Agreement or under the age-based contribution formula under AA §6-2(d) of the Money Purchase Plan Adoption Agreement. See Section 3.02(a)(1)(i)(E) or 3.02(b)(4).

1.04 **Adoption Agreement ("Agreement").** The Adoption Agreement contains the elective provisions that an Employer may complete to supplement or modify the provisions under the Plan. Each adopting Employer must complete and execute the Adoption Agreement. If the Plan covers Employees of an Employer other than the Employer that executes the Employer Signature Page of the Adoption Agreement, such additional Employer(s) must execute a Participating Employer Adoption Page under the Adoption Agreement. (See Section 16 for rules applicable to adoption by Participating Employers.) An Employer may adopt more than one Adoption Agreement associated with this Plan document. Each executed Agreement is treated as a separate Plan. The Employer may adopt a Profit Sharing Plan Adoption Agreement or a Money Purchase Plan Adoption Agreement. The Employer also may elect under the Profit Sharing Plan Adoption Agreement to provide for a Grandfathered 401(k) Arrangement under the Plan. Any reference to the Profit Sharing Plan Adoption Agreement includes the Grandfathered 401(k) Plan Adoption Agreement, unless specifically provided otherwise.

1.05 **After-Tax Employee Contributions.** Employee Contributions that may be made to the Plan by a Participant that are included in the Participant's gross income in the year such amounts are contributed to the Plan and are maintained under a separate After-Tax Employee Contribution Account to which earnings and losses are allocated. See Section 3.04. For this purpose, Roth Deferrals are not considered as After-Tax Employee Contributions.

1.06 **Alternate Payee.** A person designated to receive all or a portion of the Participant's benefit pursuant to a QDRO. See Section 1.76.

1.07 **Anniversary Years.** An alternative period for measuring Eligibility Computation Periods (under Section 2.03(a)(3)) and Vesting Computation Periods (under Section 6.05). An Anniversary Year is any 12-month period which commences with the Employee's Employment Commencement Date or which commences with the anniversary of the Employee's Employment Commencement Date.

1.08 **Annual Additions.** The amounts taken into account under a Defined Contribution Plan for purposes of applying the limitation on allocations under Code §415. See Section 5.02(c)(1) for the definition of Annual Additions.

1.09 **Annuity Starting Date.** The date an Employee commences distribution from the Plan. If a Participant commences distribution with respect to a portion of his/her Account Balance, a separate Annuity Starting Date applies to any subsequent distribution. If

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distribution is made in the form of an annuity, the Annuity Starting Date is the first day of the first period for which annuity payments are made.

1.10 **Beneficiary.** A person designated by the Participant (or by the terms of the Plan) to receive a benefit under the Plan upon the death of the Participant. See Section 7.07(c) for the applicable rules for determining a Participant's Beneficiaries under the Plan.

1.11 **Break in Service.** The Computation Period (as defined in Section 2.03(a)(3) for purposes of eligibility and Section 6.05 for purposes of vesting) during which an Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects under AA §4-3(a) or AA §8-5(a) to require less than 1,000 Hours of Service to earn a Year of Service for eligibility or vesting purposes, a Break in Service will occur for any Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn a Year of Service for eligibility or vesting purposes, as applicable. However, if the Elapsed Time method applies under AA §4-3(c) (for purposes of eligibility) or AA §8-5(c) (for purposes of vesting), an Employee will incur a Break in Service if the Employee incurs at least a one year Period of Severance (as defined under Section 1.69). (See Section 2.07 for a discussion of the eligibility Break in Service rules and Section 6.08 for a discussion of the vesting Break in Service rules.)

1.12 **Cash-Out Distribution.** A total distribution made to a terminated Participant in accordance with Section 6.10(a).

1.13 **Catch-Up Contributions.** Salary Deferrals that may be made under a Grandfathered 401(k) Arrangement that are in excess of an otherwise applicable Plan limit and that are made by a Participant who is aged 50 or over by the end of the taxable year. See Section 3.02(c)(2)(iv).

1.14 **Catch-Up Contribution Limit.** The annual limit applicable to Catch-Up Contributions as set forth in Section 3.02(c)(2)(iv)(A).

1.15 **Code.** The Internal Revenue Code of 1986, as amended.

1.16 **Code §415 Limitation.** The limit on the amount of Annual Additions a Participant may receive under the Plan during a Limitation Year. See Section 5.02.

1.17 **Collectively Bargained Employee.** An Employee who is included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives and whose retirement benefits are subject to good faith bargaining. Such Employees may be excluded from the Plan if designated under AA §3-1(b). See Section 2.02(b)(1) for additional requirements related to the exclusion of Collectively Bargained Employees.

1.18 **Compensation Limit.** The maximum amount of compensation that can be taken into account for any Plan Year for purposes of determining a Participant's Plan Compensation. For Plan Years beginning on or after January 1, 1994, and before January 1, 2002, the Compensation Limit taken into account for determining benefits provided under the Plan for any Plan Year is $150,000, as adjusted for increases in cost-of-living in accordance with Code §401(a)(17)(B). For any Plan Years beginning on or after January 1, 2002, the Compensation Limit is $200,000, as adjusted for cost-of-living increased in accordance with Code §401(a)(17)(B). In determining the Compensation Limit for any applicable period (the "determination period"), the cost-of-living adjustment in effect for a calendar year applies to any determination period that begins with or within such calendar year.

If a determination period consists of fewer than 12 months, the Compensation Limit for such period is an amount equal to the otherwise applicable Compensation Limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12. A determination period will not be considered to be less than 12 months merely because compensation is taken into account only for the period the Employee is a Participant. If Salary Deferrals, Matching Contributions, or After-Tax Employee Contributions are separately determined on the basis of specified periods within the determination period (e.g., on the basis of payroll periods), no proration of the Compensation Limit is required with respect to such contributions.

If compensation for any prior determination period is taken into account in determining a Participant's allocations for the current Plan Year, the compensation for such prior determination period is subject to the applicable Compensation Limit in effect for that prior period. However, solely for purposes of determining a Participant's allocations for Plan Years beginning on or after January 1, 2002, the Compensation Limit in effect for determination periods beginning before that date is $200,000.

In determining the amount of a Participant's Salary Deferrals under a Grandfathered 401(k) Arrangement, a Participant may defer with respect to Plan Compensation that exceeds the Compensation Limit, provided the total deferrals made by the Participant satisfy the Elective Deferral Dollar Limit and any other limitations under the Plan.

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1.19 **Computation Period.** The 12-consecutive month period used for measuring whether an Employee completes a Year of Service for eligibility or vesting purposes.

(a) **Eligibility Computation Period.** The 12-consecutive month period used for measuring Years of Service for eligibility purposes. See Section 2.03(a)(3).

(b) **Vesting Computation Period.** The 12-consecutive month period used for measuring Years of Service for vesting purposes. See Section 6.05.

1.20 **Custodian.** An organization that has custody of all or any portion of the Plan assets. See Section 12.13.

1.21 **Defined Benefit Plan.** A plan under which a Participant's benefit is based solely on the Plan's benefit formula without the establishment of separate Accounts for Participants.

1.22 **Defined Contribution Plan.** A plan that provides for individual Accounts for each Participant to which all contributions, forfeitures, income, expenses, gains and losses under the Plan are credited or deducted. A Participant's benefit under a Defined Contribution Plan is based solely on the fair market value of his/her vested Account Balance.

1.23 **Designated Beneficiary.** A Beneficiary who is designated by the Participant (or by the terms of the Plan) and whose life expectancy is taken into account in determining minimum distributions under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4. See Section 8.05(a).

1.24 **Differential Pay.** Certain payments made by the Employer to an individual while the individual is performing service in the Uniformed Services. See Section 1.89(e).

1.25 **Directed Account.** The Plan assets under a Trust which are held for the benefit of a specific Participant. See Section 10.03(d)(2).

1.26 **Directed Trustee.** A Trustee is a Directed Trustee to the extent that the Trustee's investment powers are subject to the direction of another person. See Section 12.02(a).

1.27 **Direct Rollover.** A rollover, at the Participant's direction, of all or a portion of the Participant's vested Account Balance directly to an Eligible Retirement Plan. See Section 7.04.

1.28 **Disabled.** Unless provided otherwise under AA §9-4(b), an individual is considered Disabled for purposes of applying the provisions of this Plan if the individual is unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence. The Plan Administrator may establish reasonable procedures for determining whether a Participant is Disabled.

1.29 **Discretionary Trustee.** A Trustee is a Discretionary Trustee to the extent the Trustee has exclusive authority and discretion to invest, manage or control the Plan assets without direction from any other person. See Section 12.02(b).

1.30 **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. See Section 8.05(b).

1.31 **Early Retirement Age.** The age and/or Years of Service set forth in AA §7-2. Early Retirement Age may be used to determine distribution rights and/or vesting rights. If a Participant separates from service before satisfying the age requirement for early retirement, but has satisfied the service requirement, the Participant will be entitled to elect an early retirement benefit upon satisfaction of such age requirement. The Plan is not required to have an Early Retirement Age.

1.32 **Effective Date.** The date this Plan, including any restatement or amendment of this Plan, is effective. The Effective Date of the Plan is designated on the Employer Signature Page under the Adoption Agreement. See Section 14.01(d)(2) for special rules concerning the retroactive effective date of provisions under the Plan designed to comply with the requirements of the Pension Protection Act of 2006 (PPA).

1.33 **Elapsed Time.** A special method for crediting service for eligibility or vesting. See Section 2.03(a)(6) for more information on the Elapsed Time method of crediting service for eligibility purposes and Section 6.04(b) for more information on the Elapsed Time method of crediting service for vesting purposes. Also see Section 3.07 for the ability to use the Elapsed Time method for applying allocation conditions under the Plan.

1.34 **Elective Deferral Dollar Limit.** The maximum amount of Elective Deferrals a Participant may make for any calendar year. See Section 5.03.

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1.35 **Elective Deferrals.** A Participant's Elective Deferrals is the sum of all Salary Deferrals (as defined in Section 1.83) and other contributions made pursuant to a Salary Deferral Election under a SARSEP described in Code §408(k)(6), a SIMPLE IRA plan described in Code §408(p), a plan described under Code §501(c)(18), and a custodial account or other arrangement described in Code §403(b). Elective Deferrals shall not include any amounts properly distributed as an Excess Amount under Code §415.

1.36 **Eligible Employee.** An Employee who is not excluded from participation under Section 2.02 of the Plan or AA §3-1.

1.37 **Eligible Retirement Plan.** A qualified retirement plan or IRA that may receive a rollover contribution. See Section 7.04(a)(2).

1.38 **Eligible Rollover Distribution.** An amount distributed from the Plan that is eligible for rollover to an Eligible Retirement Plan. See Section 7.04(a)(1).

1.39 **Employee.** An Employee is any individual employed by the Employer (including any Related Employers). An independent contractor is not an Employee. An Employee is not eligible to participate under the Plan if the individual is not an Eligible Employee under Section 2.02. A Leased Employee is also treated as an Employee of the recipient organization, as provided in Section 2.02(b)(3).

1.40 **Employer.** Except as otherwise provided, Employer means the Employer that adopts this Plan and any Related Employer. The Employer must be qualified to maintain a Governmental Plan under Code §414(d). (See Section 2.02(c) for rules regarding coverage of Employees of Related Employers. Also see Section 16 for rules that apply to Employers that execute a Participating Employer Adoption Page.)

1.41 **Employer Contributions.** Contributions the Employer makes pursuant to AA §6. See Section 3.02.

1.42 **Employer Pick-up Contributions.** Contributions made by the Employee and picked up by the Employer in accordance with Code §414(h)(2). See Section 3.03.

1.43 **Employment Commencement Date.** The date the Employee first performs an Hour of Service for the Employer.

1.44 **Entry Date.** The date on which an Employee becomes a Participant upon satisfying the Plan's minimum age and service conditions. See Section 2.03(b).

1.45 **Equivalency Method.** An alternative method for crediting Hours of Service for purposes of eligibility and vesting. See Section 2.03(a)(5) for eligibility provisions and Section 6.04(a)(2) for vesting provisions.

1.46 **ERISA.** The Employee Retirement Income Security Act of 1974, as amended.

1.47 **Excess Amount.** Amounts which exceed the Code §415 Limitation. See Section 5.02(c)(4).

1.48 **Excess Compensation.** The amount of Plan Compensation that exceeds the Integration Level for purposes of applying the permitted disparity allocation formula. See Section 3.02(a)(1)(i)(B) (Profit Sharing Plan) and Section 3.02(b)(2) (Money Purchase Plan).

1.49 **Excess Deferrals.** Elective Deferrals that exceed the Elective Deferral Dollar Limit (as defined in Section 5.03). (See Section 5.03(b) for rules regarding the correction of Excess Deferrals.)

1.50 **Favorable IRS Letter.** An advisory letter issued by the IRS to a Volume Submitter Sponsor as to the qualified status of a Volume Submitter Plan.

1.51 **FICA Replacement Plan.** This Plan may qualify as a FICA Replacement Plan under Code §3121(b)(7)(F) if the requirements under Section 4.03 are satisfied.

1.52 **General Trust Account.** The Plan assets under a Trust which are held for the benefit of all Plan Participants as a pooled investment. See Section 10.03(d)(1).

1.53 **Governmental Plan.** A plan established and maintained for its Employees by any State or political subdivision of a State, any State agency or instrumentality or an Indian Tribal Government (provided the requirements under Section 4.02 of the Plan are satisfied), as provided under Code §414(d).

1.54 **Grandfathered 401(k) Arrangement.** An arrangement under Code §401(k) maintained by a governmental employer that was in existence on May 6, 1986. If a governmental entity adopted a 401(k) plan before May 6, 1986, then all 401(k) plans adopted

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by the governmental entity are treated as adopted before such date, including a 401(k) plan that is actually adopted after such date. A Grandfathered 401(k) Arrangement also may be adopted by an Indian Tribal Government, as defined in Section 1.57.

The Employer may elect to provide a Grandfathered 401(k) Arrangement under AA §2-3 of the Profit Sharing Plan Adoption Agreement. Any such election under AA §2-3 will be null and void if the Employer does not satisfy the requirements for maintaining a Grandfathered 401(k) Arrangement. If the Employer elects a Grandfathered 401(k) Arrangement under AA §2-3, the Employer may authorize Employees to make Salary Deferrals under the Plan in addition to Matching Contributions, Employer Contributions and After-Tax Employee Contributions, to the extent provided under AA §6 - §6B of the Adoption Agreement.

1.55 **Hardship.** A heavy and immediate financial need which meets the requirements of Section 7.10(e).

1.56 **Hour of Service.** Each Employee of the Employer will receive credit for each Hour of Service he/she works for purposes of applying the eligibility and vesting rules under the Plan. An Employee will not receive credit for the same Hour of Service under more than one category listed below.

(a) **Performance of duties.** Hours of Service include each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed. In the case of Hours of Service to be credited to an Employee in connection with a period of no more than 31 days which extends beyond one computation period, all such Hours of Service may be credited to the first computation period or the second computation period. Hours of Service under this subsection (a) must be credited consistently for all Employees within the same job classifications.

(b) **Nonperformance of duties.** Hours of Service include each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 hours of service will be credited under this paragraph for any single continuous period (whether or not such period occurs in a single Computation Period). Hours under this paragraph will be calculated and credited pursuant to §2530.200b-2 of the Department of Labor Regulations which is incorporated herein by this reference.

(c) **Back pay award.** Hours of Service include each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under subsection (a) or subsection (b), as the case may be, and under this subsection (c). These hours will be credited to the Employee for the Computation Period(s) to which the award or agreement pertains rather than the Computation Period(s) in which the award, agreement or payment is made.

(d) **Related Employers/Leased Employees.** Hours of Service will be credited for employment with any Related Employer. Hours of Service also include hours credited as a Leased Employee or as an employee under Code §414(o).

(e) **Maternity/paternity leave.** Solely for purposes of determining whether a Break in Service has occurred in a Computation Period, an individual who is absent from work for maternity or paternity reasons will receive credit for the Hours of Service which would otherwise have been credited to such individual but for such absence, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence:

(1) by reason of the pregnancy of the individual,

(2) by reason of a birth of a child of the individual,

(3) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or

(4) for purposes of caring for such child for a period beginning immediately following such birth or placement.

The Hours of Service credited under this paragraph will be credited in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or in all other cases, in the following Computation Period.

1.57 **Indian Tribal Government.** The governing body of any tribe, band, community, village, or group of Indians, or (if applicable) Alaska Natives, which is determined by the Secretary of Treasury, after consultation with the Secretary of Interior, to exercise governmental functions, as defined under Code §7701(a)(40) and regulations thereunder. See Section 4.02 of the Plan for special rules applicable to Indian Tribal Governments.

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1.58 **Insurer.** An insurance company that issues a life insurance policy on behalf of a Participant under the Plan in accordance with the requirements under Section 10.08.

1.59 **Integration Level.** The amount used for purposes of applying the permitted disparity allocation formula. The Integration Level is the Taxable Wage Base, unless the Employer designates a different amount under the Adoption Agreement. See Section 3.02(a)(1)(i)(B) (Profit Sharing Plan) and Section 3.02(b)(2) (Money Purchase Plan).

1.60 **Leased Employee.** An individual who performs services for the Employer pursuant to an agreement between the Employer and a leasing organization, and who satisfies the definition of a Leased Employee under Code §414(n). See Section 2.02(b)(3) for rules regarding the treatment of a Leased Employee as an Employee of the Employer.

1.61 **Limitation Year.** The measuring period for determining whether the Plan satisfies the Code §415 Limitation under Section 5.02. See Section 5.02(c)(5).

1.62 **Matching Contributions.** Matching Contributions are contributions made by the Employer on behalf of a Participant on account of other contributions made by the Participant under this Plan or another plan maintained by the Employer. See Section 3.02(c)(3).

1.63 **Maximum Disparity Rate.** The maximum amount that may be allocated with respect to Excess Compensation under the permitted disparity allocation formula. See Section 3.02(a)(1)(i)(B) (Profit Sharing Plan) and Section 3.02(b)(2) (Money Purchase Plan).

1.64 **Normal Retirement Age.** The age selected under AA §7-1. For purposes of applying the Normal Retirement Age provisions under AA §7-1, an Employee's participation commencement date is the first day of the first Plan Year in which the Employee commenced participation in the Plan.

1.65 **Participant.** Except as provided under AA §3-1, a Participant is an Employee (or former Employee) who has satisfied the conditions for participating under the Plan, as described in Section 2.03 and AA §4-1. A Participant also includes any Employee (or former Employee) who has an Account Balance under the Plan, including an Account Balance derived from a rollover or transfer from another qualified plan or IRA. A Participant is entitled to share in an allocation of contributions or forfeitures under the Plan for a given year only if the Participant is an Eligible Employee as defined in Section 2.02, and satisfies the allocation conditions set forth in Section 3.07.

An Employee is treated as a Participant with respect to Salary Deferrals and After-Tax Employee Contributions once the Employee has satisfied the eligibility conditions under AA §4-1 for making such contributions, even if the Employee chooses not to actually make such contributions to the Plan. An Employee is treated as a Participant with respect to Matching Contributions once the Employee has satisfied the eligibility conditions under AA §4-1 for receiving such contributions, even if the Employee does not receive a Matching Contribution because of the Employee's failure to make contributions eligible for the Matching Contribution.

1.66 **Participating Employer.** An Employer that adopts this Plan by executing the Participating Employer Adoption Page under the Adoption Agreement. See Section 16 for the rules applicable to contributions and deductions for contributions made by a Participating Employer.

1.67 **Participating Employer Adoption Page.** The signature page in the Adoption Agreement for a Related Employer to adopt the Plan as a Participating Employer.

1.68 **Part-Time Employee.** Unless designated otherwise under AA 3-1(k), a Part-Time Employee is an Employee who is normally scheduled to work 20 or fewer hours per week. Notwithstanding the foregoing, if the Employer is a post-secondary educational institution, an Employee who is a teacher shall not be considered a Part-Time Employee if he/ she normally has classroom hours of one-half or more of the number of classroom hours designated by the Employer as constituting full-time employment, provided that such designation is reasonable under all of the facts and circumstances.

1.69 **Period of Severance.** A continuous period of time during which the Employee is not employed by the Employer and which is used to determine an Employee's Participation under the Elapsed Time method. See Section 2.03(a)(6) for rules regarding eligibility and Section 6.04(b) for rules regarding vesting.

1.70 **Plan.** The Plan is **t**he retirement plan established or continued by the Employer for the benefit of its Employees under this Plan document. The Plan consists of the basic plan document and the elections made under the Adoption Agreement. The basic plan document is the portion of the Plan that contains the non-elective provisions. The Employer may supplement or modify the basic plan document through its elections in the Adoption Agreement or by separate governing documents that are expressly

authorized by the Plan. If the Employer adopts more than one Adoption Agreement under this Plan, then each executed Adoption Agreement represents a separate Plan.

1.71 **Plan Administrator.** The Plan Administrator is the person designated to be responsible for the administration and operation of the Plan. Unless otherwise designated by the Employer, the Plan Administrator is the Employer. If another Employer has executed a Participating Employer Adoption Page, the Employer referred to in this Section is the Employer that executes the Employer Signature Page of the Adoption Agreement. A Plan Administrator also includes a Qualified Termination Administrator (QTA) that assumes the responsibilities of Plan Administrator.

1.72 **Plan Compensation.** Plan Compensation is Total Compensation, as modified under AA §5-3, which is actually paid to an Employee during the determination period (as defined in subsection (a) below). In determining Plan Compensation, the Employer may elect under AA §5-3(b) to exclude all Elective Deferrals (as defined in Section 1.35), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code§132(f)(4). In addition, the Employer may elect under AA §5-3 to exclude other designated elements of compensation.

Plan Compensation generally includes amounts an Employee earns with a Participating Employer and amounts earned with a Related Employer (even if the Related Employer has not executed a Participating Employer Adoption Page under the Adoption Agreement). However, the Employer may elect under AA §5-3(h) to exclude all amounts earned with a Related Employer that has not executed a Participating Employer Adoption Page.

In no case may Plan Compensation for any Participant exceed the Compensation Limit (as defined in Section 1.18).

(a) **Determination period.** Unless designated otherwise under AA §5-4(a), Plan Compensation is determined based on the Plan Year. Alternatively, the Employer may elect under AA §5-4(a) to determine Plan Compensation on the basis of the calendar year ending in the Plan Year or any other 12-month period ending in the Plan Year. If the determination period is the calendar year or other 12-month period ending in the Plan Year, for any Employee whose date of hire is less than 12 months before the end of the designated 12-month period, Plan Compensation will be determined over the Plan Year.

(b) **Partial period of participation.** If an Employee is a Participant for only part of a Plan Year, Plan Compensation may be determined over the entire Plan Year or over the period during which such Employee is a Participant. In determining whether an Employee is a Participant for purposes of applying this subsection (b), the Employee's status will be determined solely with respect to the contribution type for which the definition of Plan Compensation is being determined. Plan Compensation does not include any amounts earned for any period while an individual is not an Eligible Employee (as defined in Section 2.02).

1.73 **Plan Year.** The 12-consecutive month period designated under AA §2-4 on which the records of the Plan are maintained. The Plan Year can be a 52-53 week period by designating the appropriate ending date in AA §2-4(b).If the Plan Year is amended to create a Short Plan Year or if a new Plan has an initial Short Plan Year, the Employer may document such Short Plan Year under AA §2-4(c).

1.74 **Predecessor Employer.** An employer that previously employed the Employees of the Employer. See Sections 2.06 (eligibility), 3.07(b) (allocation conditions) and 6.07 (vesting) for the rules regarding the crediting of service with a Predecessor Employer.

1.75 **Pre-Tax Deferrals.** Pre-tax Deferrals are a Participant's Salary Deferrals that are not includible in the Participant's gross income at the time deferred.

1.76 **Qualified Domestic Relations Order (QDRO).** A domestic relations order that provides for the payment of all or a portion of the Participant's benefits to an Alternate Payee and satisfies the requirements under Code §414(p). See Section 11.05.

1.77 **Reemployment Commencement Date.** The first date upon which an Employee is credited with an Hour of Service following a Break in Service (or Period of Severance, if the Plan is using the Elapsed Time method of crediting service).

1.78 **Related Employer.** A Related Employer includes all members of a controlled group of corporations (as defined in Code §414(b)), all commonly controlled trades or businesses (as defined in Code §414(c)) or affiliated service groups (as defined in Code §414(m)) of which the Employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under Code §414(o). For purposes of applying the provisions under this Plan, the Employer and any Related Employers are treated as a single Employer, unless specifically stated otherwise. See Section 16.06 for operating rules that apply when the Employer is a member of a Related Employer group. Also see Section 16 for rules regarding participation of Employees of Related Employers.

1.79 **Required Beginning Date.** The date by which minimum distributions must commence under the Plan. See Section 8.05(e).

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1.80 **Rollover Contribution.** A contribution made by an Employee to the Plan attributable to an Eligible Rollover Distribution (as defined in Section 7.04(a)(1) from another qualified plan or IRA. See Section 3.05 for rules regarding the acceptance of Rollover Contributions under this Plan.

1.81 **Roth Deferrals.** Roth Deferrals are Salary Deferrals that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Deferrals in the Participant's Salary Deferral Election. A Participant's Roth Deferrals will be maintained in a separate Account containing only the Participant's Roth Deferrals and gains and losses attributable to those Roth Deferrals. See Section 3.02(c)(2)(v).

1.82 **Salary Deferral Election.** An agreement between a Participant and the Employer, whereby the Participant elects to have a specific percentage or dollar amount withheld from his/her Plan Compensation and the Employer agrees to contribute such amount into the Plan. A Salary Deferral Election may only be made if the Plan qualifies as a Grandfathered 401(k) Arrangement as designated under AA §2-3 of the Profit Sharing Plan Adoption Agreement. See Section 3.02(c)(2)(i).

1.83 **Salary Deferrals.** Amounts contributed under a Grandfathered 401(k) Arrangement at the election of the Participant, in lieu of cash compensation, which are made pursuant to a Salary Deferral Election or other deferral mechanism. Salary Deferrals include Roth Deferrals and Pre-Tax Deferrals. Salary Deferrals shall not include any amounts properly distributed as an Excess Amount under Code §415 pursuant to Section 5.02(c)(4). An Employee's Salary Deferrals are treated as employer contributions for all purposes under this Plan, except as otherwise provided under the Code or Treasury regulations. See Section 3.02(c)(2).

1.84 **Seasonal Employee.** An Employee who normally works on a full-time basis less than five months during any year.

1.85 **Short Plan Year.** Any Plan Year that is less than 12 months long, either because of the amendment of the Plan Year, or because the Effective Date of a new Plan is less than 12 months prior to the end of the first Plan Year.

1.86 **Spouse.** Subject to any additional guidance by the IRS or other agency or court, a Spouse is any individual who is lawfully married to the Participant under a state or foreign jurisdiction, without regard to the location of the Employer or the state where the Participant and Spouse are domiciled. However, a former Spouse of the Participant will be treated as the Spouse or surviving Spouse and any current Spouse will not be treated as the Spouse or surviving Spouse to the extent provided under a valid QDRO.

1.87 **Taxable Wage Base.** The maximum amount of wages taken into account for Social Security purposes. The Taxable Wage Base is used to determine the Integration Level for purposes of applying the permitted disparity allocation formula. See Section 3.02(a)(1)(i)(B) (Profit Sharing Plan) and Section 3.02(b)(2) (Money Purchase Plan).

1.88 **Temporary Employee.** Any Employee performing services under a contractual arrangement with the Employer of two years or less duration. Possible contract extensions may be considered in determining the duration of a contractual arrangement, but only if, under the facts and circumstances, there is a significant likelihood that the Employee's contract will be extended. Future contract extensions are considered significantly likely to occur for purposes of this rule if:

(a) on average 80 percent of similarly situated Employees have had bona fide offers to renew their contracts in the immediately preceding two academic or calendar years; or

(b) the Employee with respect to whom the determination is being made has a history of contract extensions with respect to his or her current position.

An Employee is not considered a Temporary Employee solely because he or she is included in a unit of Employees covered by a collective bargaining agreement of two years or less duration.

1.89 **Total Compensation.** A Participant's compensation for services with the Employer, as defined in this Section 1.89. Total Compensation may be defined in AA §5-1 to be either W-2 Wages, Wages under Code §3401(a), or Code §415 Compensation. Each definition of Total Compensation includes Elective Deferrals (as defined in Section 1.35), elective contributions to a cafeteria plan under Code §125 or to an eligible deferred compensation plan under Code §457, Employer Pick-Up Contributions under Code §414(h)(2), and elective contributions that are not includible in the Employee's gross income as a qualified transportation fringe under Code §132(f)(4).

(a) **Total Compensation definitions.** The Employer may elect under AA §5-1 to define Total Compensation as any of the following definitions:

(1) **W-2 Wages.** Wages within the meaning of Code §3401(a) and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is

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required to furnish the Employee a written statement under Code §6041(d), 6051(a)(3), and 6052, determined without regard to any rules under Code §3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(2) **Wages under Code §3401(a).** Wages within the meaning of Code §3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed.

(3) **Code §415 Compensation.** Wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with the Employer (without regard to whether or not such amounts are paid in cash) to the extent that the amounts are includible in gross income, including amounts that are includible in the gross income of an Employee under the rules of Code §409A or §457(f)(1)(A) or because the amounts are constructively received by the Employee. Such amounts include, but are not limited to, commissions, compensation for services on the basis of a percentage of profits, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Treas. Reg. §1.62-2(c)), and excluding the following:

(i) Employer contributions (other than elective contributions described in Code §402(e)(3), §408(k)(6), §408(p)(2)(A)(i), or §457(b)) to a plan of deferred compensation (including a SEP described in Code §408(k) or a SIMPLE IRA described in Code §408(p), and whether or not qualified) to the extent such contributions are not includible in the Employee's gross income for the taxable year in which contributed, and any distributions (whether or not includible in gross income when distributed) from a plan of deferred compensation (whether or not qualified);

(ii) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture.

(iii) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option.

(iv) Other amounts which received special tax benefits, or contributions made by the Employer (other than Elective Deferrals) towards the purchase of an annuity contract described in Code §403(b) (whether or not the contributions are actually excludable from the gross income of the Employee).

(b) **Post-severance compensation.** Effective for the first Limitation Year beginning on or after July 1, 2007, Total Compensation includes compensation that is paid after an Employee severs employment with the Employer, provided the compensation is paid by the later of 2½ months after severance from employment with the Employer maintaining the Plan or the end of the Limitation Year that includes such date of severance from employment. For this purpose, compensation paid after severance of employment may only be included in Total Compensation to the extent such amounts would have been included as compensation if they were paid prior to the Employee's severance from employment.

For purposes of applying this subsection (b), unless designated otherwise under AA §5-2(a), the following amounts that are paid after a Participant's severance of employment are included in Total Compensation:

(1) **Regular pay.** Compensation for services during the Employee's regular working hours, or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments;

(2) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued; and

(3) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

Other post-severance payments (such as severance pay, parachute payments within the meaning of Code §280G(b)(2), or post-severance payments under a nonqualified unfunded deferred compensation plan that would not have been paid if the Employee had continued in employment) are not included as Total Compensation, even if such amounts are paid within the time period described in this subsection (b).

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In determining the amount of a Participant's Employer Contributions, Matching Contributions or Salary Deferrals, Plan Compensation may not include any amounts that do not satisfy the requirements of this subsection (b) or subsection (c). If Total Compensation is defined to include post-severance compensation, the Employer may elect to exclude all such compensation paid after termination of employment from the definition of Plan Compensation under AA §5-3(j) or may elect to exclude any of the specific types of post-severance compensation defined in subsections (1), (2) and/or (3) above, by designating such compensation types under AA §5-3(l). The exclusion of post-severance compensation from the definition of Plan Compensation that is otherwise includible in Total Compensation may cause the Plan to fail the nondiscriminatory compensation rules under Treas. Reg. §1.414(s)-1.

(c) **Continuation payments for disabled Participants.** Unless designated otherwise under AA §5-2(b), Total Compensation does not include compensation paid to a Participant who is permanently and totally disabled (as defined in Code §22(e)(3)). If elected under AA §5-2(b), the Plan may take into account compensation the Participant would have received for the year if the Participant was paid at the rate of compensation paid immediately before becoming permanently and totally disabled (if such compensation is greater than the Participant's compensation determined without regard to this subsection (c)), provided contributions made with respect to amounts treated as compensation under this subsection (c) are nonforfeitable when made. If so elected under AA §5-2(b), payment to disabled Participants will be included as Total Compensation, notwithstanding the rules under subsection (b).

(d) **Deemed §125 compensation.** A reference to elective contributions under a Code §125 cafeteria plan includes any amounts that are not available to a participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. Such deemed §125 compensation will be treated as an amount under Code §125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. If the Employer elects under AA §5-3(i) to exclude deemed §125 compensation from the definition of Plan Compensation, such exclusion also will apply for purposes of determining Total Compensation under this Section 1.89.

(e) **Differential Pay.** Effective for years beginning on or after January 1, 2009, in the case of an individual who receives Differential Pay from the Employer:

(1) such individual will be treated as an Employee of the Employer making the payment, and

(2) the Differential Pay shall be treated as wages and will be included in calculating an Employee's Total Compensation under the Plan.

If all Employees performing service in the Uniformed Services are entitled to receive Differential Pay on reasonably equivalent terms and are eligible to make contributions based on the payments on reasonably equivalent terms, the Plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit based on Differential Pay. However, for purposes of applying this subparagraph, the provisions of Code §§410(b)(3), (4), and (5) shall apply. The Employer may elect to exclude Differential Pay from the definition of Plan Compensation under AA §5-3(k).

For purposes of this subsection (e), Differential Pay means any payment which is made by an Employer to an individual while the individual is performing service in the Uniformed Services while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer. In applying the provisions of this subsection (e), Uniformed Services are services as described in Code §3401(h)(2)(A).

1.90 **Trust.** The Trust is the separate funding vehicle under the Plan.

1.91 **Trustee.** The Trustee is the person or persons (or any successor to such person or persons) identified in the Adoption Agreement or under a separate Trust document. The Trustee may be a Discretionary Trustee or a Directed Trustee. See Section 12 for the rights and duties of a Trustee under this Plan.

1.92 **Valuation Date.** The date or dates upon which Plan assets are valued. Plan assets will be valued as of the last day of each Plan Year. In addition, the Employer may elect under AA §11-1 to establish additional Valuation Dates. Notwithstanding any election under AA §11-1, Plan assets may be valued on a more frequent basis within the complete discretion of the Employer. See Section 10.02.

1.93 **Year of Service.** A Year of Service is a 12-consecutive month Computation Period during which an Employee completes 1,000 Hours of Service. For purposes of applying the eligibility rules under Section 2.03 of the Plan, an Employee will earn a Year of Service if he/she completes 1,000 Hours of Service with the Employer during an Eligibility Computation Period (as defined in Section 2.03(a)(3)). For purposes of applying the vesting rules under Section 6, an Employee will earn a Year of Service if he/she completes 1,000 Hours of Service with the Employer during a Vesting Computation Period (as defined in

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Section 6.05). The Employer may elect under AA §4-3(a) (for eligibility purposes) and AA §8-5(a) (for vesting purposes) to require the completion of any lesser number of Hours of Service to earn a Year of Service. Alternatively, the Employer may elect to apply the Elapsed Time method (for eligibility and/or vesting purposes) in calculating an Employee's Years of Service under the Plan.

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SECTION 2
ELIGIBILITY AND PARTICIPATION

2.01 **Eligibility.** In order to participate in the Plan, an Employee must be an Eligible Employee (as defined in Section 2.02) and must satisfy the Plan's minimum age and service conditions (as defined in Section 2.03). Once an Employee satisfies the Plan's minimum age and service conditions, such Employee shall become a Participant on the appropriate Entry Date (as selected in AA §4-2). An Employee who meets the minimum age and service requirements set forth herein, but who is not an Eligible Employee, will be eligible to participate in the Plan only upon becoming an Eligible Employee. For purposes of determining eligibility to make Salary Deferrals, an Employee will be deemed to commence participation on a timely basis if the Employee is permitted to commence making Salary Deferrals as soon as administratively feasible after satisfying the eligibility conditions under the Plan.

2.02 **Eligible Employees.** Unless specifically excluded under AA §3-1 or under this Section 2.02, all Employees of the Employer are Eligible Employees. AA §3-1 lists various classes of Employees that may be excluded from Plan participation. If an Employee is not an Eligible Employee (e.g., such Employee is a member of a class of Employees excluded under AA §3-1), that individual may not participate under the Plan, unless he/she subsequently becomes an Eligible Employee.

(a) **Only Employees may participate in the Plan.** To participate in the Plan, an individual must be an Employee. If an individual is not an Employee (e.g., the individual performs services with the Employer as an independent contractor) such individual may not participate under the Plan. If an individual who is classified as a non-Employee is later determined by the Employer or by a court or other government agency to be an Employee of the Employer, the reclassification of such individual as an Employee will not create retroactive rights to participate in the Plan. Thus, for example, if the IRS or DOL should find that an independent contractor is really an Employee, such individual will be eligible to participate in the Plan as of the date the IRS or DOL issues a final determination declaring such individual to be an Employee (provided the individual has satisfied all conditions for participating in the Plan (as described in this Section 2)). For periods prior to the date of such final determination, the reclassified Employee will not have any rights to accrued benefits under the Plan, except as agreed to by the Employer or mandated by a court or government agency, or as set forth in an amendment adopted by the Employer.

(b) **Excluded Employees.** The Employer may elect under AA §3-1 to exclude designated classes of Employees. Since a governmental plan is exempt from minimum coverage testing, the Employer may elect to exclude any class of Employees without subjecting the Plan to minimum coverage or nondiscrimination testing.

(1) **Collectively Bargained Employees.** The Employer may elect under AA §3-1(b) to exclude Collectively Bargained Employees. For this purpose, a Collectively Bargained Employee is an Employee who is included in a unit of Employees covered by a collective bargaining agreement between the Employer and Employee representatives and whose retirement benefits are subject to good faith bargaining.

(2) **Nonresident aliens.** The Employer may elect under AA §3-1(c) to exclude Employees who are nonresident aliens. For this purpose, a nonresident alien is neither a citizen of the United States nor a resident of the United States for U.S. tax purposes (as defined in Code §7701(b)), and who does not have any earned income (as defined in Code §911) for the Employer that constitutes U.S. source income (within the meaning of Code §861). If a nonresident alien Employee has U.S. source income, he/she is treated as satisfying this definition if all of his/her U.S. source income from the Employer is exempt from U.S. income tax under an applicable income tax treaty.

(3) **Leased Employees.** The Employer may elect under AA §3-1(d) to exclude Leased Employees. For this purpose, a Leased Employee is any person (other than an Employee of the Employer) who pursuant to an agreement between the recipient Employer and a leasing organization performs services for the recipient Employer on a substantially full time basis for a period of at least one year, and such services are performed under the primary direction or control of the recipient Employer. (See Code §414(n) for rules applicable to the determination of Leased Employees.)

(c) **Employees of Related Employers.** If the Employer is a member of a Related Employer group, Employees of each member of the Related Employer group may participate under this Plan, provided the Related Employer executes a Participating Employer Adoption Page under the Adoption Agreement. If a Related Employer does not execute a Participating Employer Adoption Page, any Employees of such Related Employer are not eligible to participate in the Plan. See Section 16.06 for operating rules that apply when the Employer is a member of a Related Employer group. Also see Section 16 for rules regarding participation of Employees of Related Employers.

(d) **Ineligible Employee becomes Eligible Employee.** If an Employee changes status from an ineligible Employee to an Eligible Employee, such Employee will become a Participant immediately on the date he/she changes status to an Eligible Employee, provided the Employee has satisfied the Plan's minimum age and service conditions and has passed

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the Entry Date (as defined in AA §4-2) that would otherwise have applied had the Employee been an Eligible Employee. If the Employee's original Entry Date (determined as if the Employee was always an Eligible Employee) has not passed as of the date the Employee becomes an Eligible Employee, the Employee will not become a Participant until such Entry Date. This requirement is deemed satisfied with respect to Salary Deferrals if the Employee is permitted to commence making Salary Deferrals under the Plan as soon as administratively feasible after the Employee becomes an Eligible Employee. If an ineligible Employee has not satisfied the Plan's minimum age and service conditions at the time such Employee becomes an Eligible Employee, such Employee will become a Participant on the appropriate Entry Date following satisfaction of the Plan's minimum age and service requirements.

(e) **Eligible Employee becomes ineligible Employee.** If an Employee ceases to qualify as an Eligible Employee (i.e., the Employee changes status from an eligible class to an ineligible class of Employees), such Employee will immediately cease to participate in the Plan. If such Employee should subsequently become an Eligible Employee, he/she will be able to participate in the Plan in accordance with subsection (d) above.

(f) **Improper exclusion of eligible Participant.** If the Plan improperly excludes a Participant who has satisfied the requirements under this Section 2 for participating under the Plan, the Employer may take reasonable action to correct such violation, provided such corrective action is consistent with the requirements of the Employee Plans Compliance Resolution System (EPCRS) program. For example, the violation may be corrected by making an additional contribution to the Plan on behalf of the omitted Participant or by allocating any available forfeitures under the Plan to such Participant to restore any missed contributions under the Plan. (See Rev. Proc. 2013-12 or subsequent IRS guidance for a description of the EPCRS program.)

2.03 **Minimum Age and Service Conditions.** AA §4-1 contains specific elections as to the minimum age and service conditions which an Employee must satisfy prior to becoming eligible to participate under the Plan. A Governmental Plan is exempt from both the ERISA and pre-ERISA eligibility requirements. Therefore, the Plan may provide any minimum age and service requirements under AA §4-1 without the need to comply with the requirements of Code §410(a).

The Employer may elect to apply different minimum age and service requirements for different groups of Employees or for different contribution formulas under AA §4-1(c). In addition, the Employer may select different age and service conditions under AA §4-1 for Salary Deferrals, Matching Contributions, and/or Employer Contributions if the Plan qualifies as a Grandfathered 401(k) Arrangement.

(a) **Application of age and service conditions.** The Employer may elect under AA §4-1 to impose minimum age and service conditions that an Employee must satisfy in order to participate under the Plan.

(1) **Year of Service.** In applying the minimum service requirements under AA §4-1, unless designated otherwise under AA §4-3, an Employee will earn a Year of Service if the Employee completes at least 1,000 Hours of Service with the Employer during an Eligibility Computation Period (as defined in subsection (3) below). The Employer may modify the definition of Year of Service under AA §4-3(a) to require a different number of Hours of Service to earn a Year of Service. An Employee will receive credit for a Year of Service, as of the end of the Eligibility Computation Period during which the Employee completes the required Hours of Service needed to earn a Year of Service. Unless otherwise provided under AA §4-3, an Employee need not be employed for the entire Eligibility Computation Period to receive credit for a Year of Service, provided the Employee completes the required Hours of Service during such period.

(2) **Months of service.** The Employer may elect under AA§4-1(a) to require a specific number of Hours of Service during a designated number of months of employment. If an Employee is required under AA §4-1(a) to complete a certain number of Hours of Service during a designated period, an Employee generally will satisfy the eligibility conditions as of the end of the designated period, regardless of whether the Employee is employed during the entire period. Alternatively, the Employer may elect under AA §4-1(a)(3)(ii) to require an Employee to be employed continuously throughout the designated period provided the Employee is eligible to participate in the Plan upon completing a Year of Service as defined in subsection (1) above.

If an Employee does not complete the required Hours of Service during the designated period or does not work continuously during the designated period, if required under AA §4-1(a)(3)(ii), the Employee will satisfy eligibility upon completion of a Year of Service as defined in subsection (1) above. For purposes of applying the Year of Service requirement, an Employee need not be employed during the entire measuring period as long as the Employee completes the required Hours of Service, as specified under subsection (1) above. For example, an Employee who is not employed throughout the designated period, if required under AA §4-1(a)(5)(ii), would still satisfy the eligibility conditions as of the end of the Eligibility Computation Period if the Employee completes a Year of Service, regardless of whether the Employee is employed during the entire period.

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(3) **Eligibility Computation Periods.** Unless provided otherwise under AA §4-3, in determining whether an Employee has earned a Year of Service for eligibility purposes, an Employee's initial Eligibility Computation Period is the 12-month period beginning on the Employee's Employment Commencement Date. Subsequent Eligibility Computation Periods will either be based on Plan Years or Anniversary Years (as set forth in AA §4-3).

(i) **Plan Years.** If the Employer elects under AA §4-3 to base subsequent Eligibility Computation Periods on Plan Years, the Plan will begin measuring Years of Service on the basis of Plan Years beginning with the first Plan Year commencing after the Employee's Employment Commencement Date. Thus, for the first Plan Year following the Employee's Employment Commencement Date, the initial Eligibility Computation Period and the first Plan Year Eligibility Computation Period may overlap.

(ii) **Anniversary Years.** If the Employer elects under AA §4-3(b) to base subsequent Eligibility Computation Periods on Anniversary Years, the Plan will measure Years of Service after the initial Eligibility Computation Period on the basis of 12-month periods commencing with the anniversaries of the Employee's Employment Commencement Date.

(iii) **Rehired Employee.** If an Employee is rehired following a Break in Service, the Employee's initial Eligibility Computation Period following the Employee's return to employment will be measured from the Employee's Reemployment Commencement Date. Subsequent Eligibility Computation Periods will be measured based on the Plan Year or anniversaries of the Reemployment Commencement Date, as designated under subsection (i) or (ii) above. For this purpose, an Employee's Reemployment Commencement Date is the first day the Employee is entitled to be credited with an Hour of Service after the first Eligibility Computation Period in which the Employee incurs a Break in Service.

(4) **Hours of Service.** In calculating an Employee's Hours of Service for purposes of applying the eligibility rules under this Section 2.03, the Employer will count the actual Hours of Service an Employee works during the year. (See Section 1.56 for the definition of Hours of Service). The Employer may elect under AA §4-3 to use an alternative method for crediting service, such as the Equivalency Method or Elapsed Time method (instead of counting the actual Hours of Service an Employee works). (See subsections (5) and (6) below for a description of the Equivalency Method and Elapsed Time method of crediting service.)

(5) **Equivalency Method.** Instead of counting actual Hours of Service in applying the minimum service conditions under this Section 2.03, the Employer may elect under AA §4-3(d) to determine Hours of Service based on the Equivalency Method. Under the Equivalency Method, an Employee receives credit for a specified number of Hours of Service based on the period worked with the Employer.

(i) **Monthly.** Under the monthly Equivalency Method, an Employee is credited with 190 Hours of Service for each calendar month during which the Employee completes at least one Hour of Service with the Employer.

(ii) **Daily.** Under the daily Equivalency Method, an Employee is credited with 10 Hours of Service for each day during which the Employee completes at least one Hour of Service with the Employer.

(iii) **Weekly.** Under the weekly Equivalency Method, an Employee is credited with 45 Hours of Service for each week during which the Employee completes at least one Hour of Service with the Employer.

(iv) **Semi-monthly.** Under the semi-monthly Equivalency Method, an Employee is credited with 95 Hours of Service for each semi-monthly period during which the Employee completes at least one Hour of Service with the Employer.

(6) **Elapsed Time method.** Instead of counting actual Hours of Service in applying the minimum service requirements under this Section 2.03, the Employer may elect under AA §4-3(c) to apply the Elapsed Time method for calculating an Employee's service with the Employer. Under the Elapsed Time method, an Employee receives credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or reemployment, if applicable) and ending on the date the Employee terminates employment with the Employer. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days.

In calculating an Employee's aggregate period of service, the Employer may credit an Employee with service for any Period of Severance that lasts less than 12 consecutive months. For this purpose, a Period of Severance is any continuous period of time during which the Employee is not employed by the Employer. A Period of Severance begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary

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of the date on which the Employee is first absent from service for a reason other than retirement, quit or discharge. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence

(i) by reason of the pregnancy of the Employee,

(ii) by reason of the birth of a child of the Employee,

(iii) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or

(iv) for purposes of caring for a child of the Employee for a period beginning immediately following the birth or placement of such child.

(7) **Amendment of age and service requirements.** If the Plan's minimum age and service conditions are amended, the amendment may consider an Employee who is a Participant immediately prior to the effective date of the amendment as satisfying the amended requirements or may require all Employees to satisfy the amended minimum age and service conditions. If an Employee has not satisfied the minimum age and service conditions as of the effective date of the amendment, the Employee must satisfy the eligibility requirements as amended.. This provision may be modified under the special Effective Date provisions under Appendix A of the Adoption Agreement or under a separate amendment implementing the updated minimum age and service provisions.

(b) **Entry Dates.** Once an Eligible Employee satisfies the minimum age and service conditions (as set forth in AA §4-1), the Employee will be eligible to participate under the Plan as of his/her Entry Date (as set forth in AA §4-2). If the Employer adopts a Grandfathered 401(k) Arrangement as designated under AA §2-3 of the Profit Sharing Plan Adoption Agreement, the Employer may elect different Entry Dates with respect to Salary Deferrals, Matching Contributions, and Employer Contributions.

2.04 **Participation on Effective Date of Plan.** Unless designated otherwise under AA §4-4, an Eligible Employee who has satisfied the minimum age and service conditions and reached his/her Entry Date as of the Effective Date of the Plan will be eligible to participate in the Plan as of such Effective Date. If an Employee has satisfied the minimum age and service conditions as of the Effective Date of the Plan but has not yet reached his/her Entry Date, the Employee will be eligible to participate on the appropriate Entry Date. The Employer may modify this rule under AA §4-4 by electing to treat all Employees employed on the Effective Date of the Plan as Participants (regardless of whether they have satisfied the Plan's minimum age and service conditions) or by designating a specific date as of which all Eligible Employees will be deemed to be a Participant, (regardless of whether the Employee has otherwise satisfied the minimum age and service conditions).

2.05 **Rehired Employees**. If a terminated Employee is subsequently rehired, such Employee will be eligible to participate in the Plan on his/her reemployment date, if the Employee is an Eligible Employee and the Employee had satisfied the Plan's minimum age and service conditions prior to his/her termination of employment. If a rehired Employee had not satisfied the Plan's minimum age and service conditions prior to termination of employment, such Employee is eligible to participate in the Plan on the appropriate Entry Date following satisfaction of the eligibility requirements under this Section 2.

2.06 **Service with Predecessor Employers.** To the extent provided under AA §4-5, if the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the provisions of this Plan.

2.07 **Break in Service Rules.** Generally, an Employee will be credited with all service earned for the Employer, including service earned prior to the effective date of the Plan and service earned while the Employee is an ineligible Employee. However, the Employer may elect under AA §4-6 to disregard an Employee's service with the Employer under the Break in Service rules. For this purpose, an Employee incurs a Break in Service for any Eligibility Computation Period (as defined in Section 2.03(a)(3)) during which the Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects to require less than 1,000 Hours of Service to earn a Year of Service for eligibility purposes, a Break in Service will occur for any Eligibility Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn an eligibility Year of Service.

2.08 **Waiver of Participation.** An Employee may not waive participation under the Plan unless specifically permitted under AA §11-4. For this purpose, the mere failure to make Salary Deferrals or After-Tax Employee Contributions is not a waiver of participation. The Employer may elect under AA §11-4 to permit Employees to make a one-time irrevocable election to not participate under the Plan or may permit Employees to make a one-time irrevocable election to waive any Employer Pick-Up Contributions under the Plan.

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SECTION 3
PLAN CONTRIBUTIONS

This Section 3 describes the type of contributions that may be made to the Plan. The type of contributions that may be made to the Plan and the method for allocating such contributions may vary depending on the type of Plan involved. (See Section 5 for a discussion of the limits that apply to any contributions made under the Plan.)

3.01 **Types of Contributions.** An Employer may designate under the Adoption Agreement the amount and type of contributions that may be made under the Plan. The Plan may provide for Employer Contributions (as authorized under AA §6) and, if so elected under AA §6-6, After-Tax Employee Contributions. In addition, the Profit Sharing Plan may provide for Matching Contributions with respect to any After-Tax Employee Contributions under the Plan or Elective Deferrals made under another plan maintained by the Employer. If the Plan qualifies as a Grandfathered 401(k) Arrangement (as designated under AA §2-3 of the Profit Sharing Plan Adoption Agreement, the Plan may provide for Salary Deferrals, Employer Contributions, Matching Contributions and After-Tax Employee Contributions.

To share in a contribution under the Plan, an Employee must satisfy all of the conditions for being a Participant (as described in Section 2) and must satisfy any allocation conditions (as described in Section 3.07) applicable to the particular type of contribution. The Employer may designate under AA §2-5 that the Plan is a frozen Plan. As a frozen Plan, the Employer will not make any Employer Contributions or Matching Contributions with respect to Plan Compensation earned after the date identified in AA §2-5 and no Participant will be permitted to make Salary Deferrals or Employee After-Tax Employee Contributions to the Plan for any period following the effective date of the freeze as identified in AA §2-5.

3.02 **Employer Contribution Formulas.** If permitted under AA §6, the Employer may make an Employer Contribution to the Plan, in accordance with the contribution formula selected under AA §6-2. Subsection (a) below describes the Employer Contributions that may be selected under the Profit Sharing Plan Adoption Agreement, subsection (b) below describes the Employer Contributions that may be made under the Money Purchase Plan Adoption Agreement and subsection (c) below describes the Employer Contributions that may be made under a Grandfathered 401(k) Arrangement Since a governmental plan is exempt from the nondiscrimination requirements, the contribution formulas described in this Section 3.02 need not satisfy the nondiscrimination tests under Code §401(a)(4) or the regulations thereunder.

(a) **Contribution formulas (Profit Sharing Plan).** The Employer may elect under AA §6-2 of the Profit Sharing Plan Adoption Agreement to make any of the following Employer Contributions. If the Employer elects more than one Employer Contribution formula, each formula is applied separately. The Employer's aggregate Employer Contribution for a Plan Year will be the sum of the Employer Contributions under all such formulas. Any reference to the Adoption Agreement under this subsection (a) is a reference to the Profit Sharing Plan Adoption Agreement.

(1) **Employer Contributions.** An Employer may designate under AA §6 of the Profit Sharing Adoption Agreement the amount of Employer Contributions that may be made under the Plan. Any Employer Contributions selected under AA §6 will be made in accordance with the contribution formula selected under AA §6-2. Any Employer Contribution must be allocated in accordance with a definite allocation formula as set forth in AA §6-3. To receive an allocation of Employer Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.07 below.

In determining the amount of Employer Contributions to be allocated to Participants under the Plan, the Plan will take into account Plan Compensation (as defined in Section 1.72) for the Plan Year. The Employer may designate under AA §6-4(a) alternative periods for determining the allocation of Employer Contributions. If alternative periods are designated under AA §6-4(a), a Participant's allocation of Employer Contributions will be determined separately for each designated period based on Plan Compensation earned during such period. If an alternative period is designated under AA §6-4(a), the Employer need not actually make the Employer Contribution during the designated period, provided the total Employer Contribution for the Plan Year is allocated based on the proper Plan Compensation. (If the permitted disparity allocation method applies under AA §6-2(b), the allocation will be based on the Plan Year.)

If the Employer maintains any other qualified plan(s) which cover any Participants under this Plan, the Employer may elect under AA §6-4(c) to reduce such Participants' allocation under this Plan to take into account the benefits provided under the Employer's other qualified plan(s). The Employer describe how the offset will be applied under AA §6-4(c)(2).

(i) **Discretionary Employer Contribution.** If a discretionary contribution is selected under AA §6-2(a), the Employer may decide on an annual basis how much (if any) it wishes to contribute to the Plan as an Employer Contribution. If the Employer elects to make a discretionary contribution, such amount may be allocated under the pro rata, permitted disparity, Employee group, age-based or uniform points allocation method (as selected in AA §6-3).

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(A) **Pro rata allocation formula**. Under the pro rata allocation formula, a pro rata share of the Employer Contribution is allocated to each Participant's Employer Contribution Account. A Participant's pro rata share may be determined based on the ratio such Participant's Plan Compensation bears to the total Plan Compensation of all Participants or as a uniform dollar amount, as designated in AA§6-3(a).

(B) **Permitted disparity allocation formula.** Under the permitted disparity allocation formula, the Employer Contribution is allocated to Participants' Employer Contribution Accounts using a two-step method. The Employer may not elect the permitted disparity allocation formula under the Plan if the Employer maintains another qualified plan, covering any of the same Employees, which uses permitted disparity in determining the allocation of contributions or the accrual of benefits under such plan.

(I) **Two-step method.** Under the two-step method, the discretionary Employer Contribution is allocated under the following method:

(a) **Step one.** The Employer Contribution is allocated to each Participant's Employer Contribution Account in the ratio that the sum of each Participant's Plan Compensation plus Excess Compensation (as defined in subsection (II) below) bears to the sum of the total Plan Compensation plus Excess Compensation of all Participants, but not in excess of the Maximum Disparity Rate (as defined in subsection (IV) below).

(b) **Step two.** Any Employer Contribution remaining after the allocation in subsection (a) above one will be allocated in the ratio that each Participant's Plan Compensation bears to the total Plan Compensation of all Participants.

(II) **Excess Compensation.** The amount of Plan Compensation that exceeds the Integration Level.

(III) **Integration Level.** The Taxable Wage Base, unless specified otherwise under AA §6-3(c)(1).

(IV) **Maximum Disparity Rate.** The Maximum Disparity Rate is the maximum amount that may be allocated with respect to Excess Compensation. Unless provided otherwise under AA §6-3(c)(2), the maximum amount that may be allocated as a percentage of Plan Compensation and Excess Compensation under step one of the two-step allocation method under subsection (I) above, may not exceed the following percentage:

Integration Level (as a percentage of the Taxable Wage Base)	Maximum Disparity Rate
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% and not more than 80%	4.3%
20% or less	5.7%

The Employer may elect to apply a greater Maximum Disparity Rate under AA §6-3(c)(2).

(V) **Taxable Wage Base.** The maximum amount of wages that are considered for Social Security purposes as in effect at the beginning of the Plan Year.

(C) **Uniform points allocation.** Under the uniform points allocation, the Employer will allocate the discretionary Employer Contribution on the basis of each Participant's total points for the Plan Year, as determined under AA §6-3(d). A Participant's allocation of the Employer Contribution is determined by multiplying the Employer Contribution by a fraction, the numerator of which is the Participant's total points for the Plan Year and the denominator of which is the sum of the points for all Participants for the Plan Year.

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A Participant will receive points for each year(s) of age and/or each Year(s) of Service designated under AA §6-3(d). In addition, a Participant also may receive points based on his/her Plan Compensation. Each Participant will receive the same number of points for each designated year of age and/or service and the same number of points for each designated level of Plan Compensation.

(D) **Employee group allocation.** Under the Employee group allocation method, the Employer may make a different discretionary contribution to each Participant's Employer Contribution Account based on the Employee allocation groups designated under AA §6-3(e). The Employer Contribution made for an allocation group will be allocated as a uniform percentage of Plan Compensation or as a uniform dollar amount. If the Employer Contribution is allocated as a percentage of Plan Compensation, the amount that will be allocated to each Participant within an allocation group is determined by multiplying the Employer Contribution made for that allocation group by the following fraction:

$$\frac{\text{Participant's Plan Compensation}}{\text{Plan Compensation of all Participants in the allocation group}}$$

Alternatively, the Employer may set forth in the description of the Employee groups under AA §6-3(e)(2) a fixed contribution amount for a designated Employee group. If a fixed contribution is provided for a specific Employee group, the amount designated as the fixed contribution will be allocated to each Participant within the designated Employee group.

The Employer must designate how much of the Employer Contribution is made for each of the Employee allocation groups and whether such amounts are allocated on the basis of Plan Compensation or as a uniform dollar amount. The portion of the Employer Contribution designated for a specific allocation group will be allocated only to Participants within that allocation group. If a Participant is in more than one allocation group during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. In the event a Participant is in two or more allocation groups on the last day of the Plan Year, the Participant will receive an Employer Contribution based on the first allocation group listed under AA §6-3(e)(2) in which the Participant is a part. The Employer can provide for a different treatment of Employees in multiple groups under AA §6-3(e)(3)(i).

(E) **Age-based allocation formula.** Under the age-based allocation formula, the Employer will allocate the discretionary Employer Contribution on the basis of each Participant's adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor. A Participant's Actuarial Factor is determined based on standard actuarial assumptions using a testing age that is the later of Normal Retirement Age or the Employee's current age. Unless designated otherwise under AA §6-3(f), a Participant's Actuarial Factor is determined based on an 8.5% interest rate and the UP-1984 mortality table. (See Appendix A of the Plan for the Actuarial Factors associated with an 8.5% interest rate and the UP-1984 mortality table and a testing age of 65. If an interest rate other than 8.5% or a mortality table other than the UP-1984 mortality table is selected under AA §6-3(f), or if a testing age other than age 65 is used, the Plan must determine the appropriate Actuarial Factors based on the designated interest rate, mortality table and testing age.)

(ii) **Fixed Employer Contribution.** The Employer may elect under AA §6-2(b) to make a fixed contribution to the Plan. The Employer may elect under AA §6-2(b)(1) or (2) to make a fixed contribution as a designated percentage of Plan Compensation or as a uniform dollar amount. If a fixed contribution is selected under AA §6-2(b)(1) or (2), the Employer Contribution will be allocated under the fixed contribution formula under AA §6-3(b) in accordance with the selections made in AA §6-2(b).

(iii) **Service-based Employer Contribution.** If elected in AA §6-2(c), the Employer may make a contribution based on an Employee's service with the Employer during the Plan Year (or other period designated under AA §6-4(a)).The Employer may elect to make the service-based contribution as a discretionary contribution or as a fixed contribution. Any such contribution will be allocated on the basis of Participants' Hours of Service, weeks of employment or other measuring period selected under AA §6-2(c). The Employer Contribution will be allocated under the service-based allocation formula under AA §6-3(g).

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(iv) **Frozen Plan.** The Employer may designate under AA §2-5 that the Plan is a frozen Plan. As a frozen Plan, the Employer will not make any Employer Contributions with respect to Plan Compensation earned after the date identified in AA §2-5. If the Plan holds any unallocated forfeitures at the time the Plan is frozen, such forfeitures may be allocated to all eligible Participants in accordance with Section 6.11 in the year the Plan is frozen, regardless of any contrary selections under AA §8-7.

(2) **Matching Contributions.** The Employer may elect under AA §6A of the Profit Sharing Plan Adoption Agreement to authorize Matching Contributions under the Plan. The Employer may elect to provide Matching Contributions with respect to After-Tax Employee Contributions or Employer Pick-Up Contributions authorized under AA §6-6 or with respect to Elective Deferrals under another plan, 457(b) plan or 403(b) plan maintained by the Employer. If the Employer elects to make a Matching Contribution based on the Employee's Elective Deferrals or Roth Deferrals under another plan, 457(b) plan or 403(b) plan, the Employer shall make a Matching Contribution on behalf of any Eligible Participant who makes Elective Deferrals or Roth Deferrals to the plan designated under AA §6A-3(b). Any such Matching Contribution made to the Plan will be allocated under the formula elected in AA §6A-2. Any such Matching Contributions will be in addition to any Matching Contributions made with respect to After-Tax Employee Contributions or Employer Pick-Up Contributions under the Plan.

If the Employer elects more than one Matching Contribution formula under AA §6A-2, each formula is applied separately. A Participant's aggregate Matching Contributions will be the sum of the Matching Contributions under all such formulas. Any Matching Contribution made under the Plan will be allocated to Participants' Matching Contribution Account. To receive an allocation of Matching Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.07 below.

(i) **Period for determining Matching Contributions.** AA §6A-5 sets forth the period for which the Matching Contribution formula(s) applies. For this purpose, the period designated in AA §6A-5 applies for purposes of determining the amount of Elective Deferrals (and After-Tax Employee Contributions or Employer Pick-Up Contributions, if applicable) taken into account in applying the Matching Contribution formula(s) and in applying any limits on the amount of Elective Deferrals, After-Tax Employee Contributions or Employer Pick-Up Contributions that may be taken into account under the Matching Contribution formula(s). (See subsection (ii) for rules applicable to true-up contributions where the Employer contributes Matching Contributions to the Plan on a different period than selected under AA §6A-5.)

(ii) **True-up contributions.** If the Employer makes Matching Contributions more frequently than annually, the Employer may have to make true-up contributions for Participants. Such true-up contributions will be required if the Employer actually contributes Matching Contributions to the Plan on a more frequent basis than is used for purposes of determining the amount of Salary Deferrals taken into account under AA §6A-5. If a true-up contribution is required under this subsection (ii), the Employer may make such additional contribution as required to satisfy the contribution requirements under the Plan.

(b) **Employer Contribution formulas (Money Purchase Plan).** The Employer may elect under AA §6 of the Money Purchase Plan Adoption Agreement to make any of the following Employer Contributions. Each Participant will receive an allocation of Employer Contributions equal to the amount determined under the contribution formula elected under AA §6-2. Any reference to the Adoption Agreement under this subsection (b) is a reference to the Money Purchase Plan Adoption Agreement. To receive an allocation of Employer Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.07 below.

In determining the amount of Employer Contributions to be allocated to Participants under the Plan, the Plan will take into account Plan Compensation (as defined in Section 1.72) for the Plan Year. The Employer may designate under AA §6-4 alternative periods for determining the allocation of Employer Contributions. If alternative periods are designated under AA §6-4, a Participant's allocation of Employer Contributions will be determined separately for each designated period based on Plan Compensation earned during such period. If an alternative period is designated under AA §6-4, the Employer need not actually make the Employer Contribution during the designated period, provided the total Employer Contribution for the Plan Year is allocated based on the proper Plan Compensation. (If the permitted disparity allocation method applies under AA §6-2(b), the allocation will be based on the Plan Year.)

If the Employer maintains any other qualified plan(s) which cover any Participants under this Plan, the Employer may elect under AA §6-3(b) to reduce such Participants' allocation under this Plan to take into account the benefits provided under the Employer's other qualified plan(s). The Employer may describe under AA §6-3(b)(2) how the offset will be applied.

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(1) **Uniform Employer Contribution.** If elected under AA §6-2(a), the Employer will make a contribution to each Participant under the Plan as a uniform percentage of Plan Compensation or as a uniform dollar amount, as designated in AA§6-2(a).

(2) **Permitted disparity contribution formula.** If elected under AA §6-2(b), the Employer will make a permitted disparity contribution to each Participant using either the individual or group method. The Employer may not elect the permitted disparity contribution formula under the Plan if the Employer maintains another qualified plan, covering any of the same Employees, which uses permitted disparity in determining the allocation of contributions or the accrual of benefits under such plan.

(i) **Individual method**. Under the individual method, each Participant will receive an allocation of the Employer Contribution equal to the amount determined under the contribution formula under AA §6-2(b)(1). A Participant may not receive an allocation with respect to Excess Compensation that exceeds the Maximum Disparity Rate.

(A) **Excess Compensation.** The amount of Plan Compensation that exceeds the Integration Level.

(B) **Integration Level.** The Taxable Wage Base, unless specified otherwise under AA §6-2(b)(3).

(C) **Maximum Disparity Rate.** The Maximum Disparity Rate is the maximum amount that may be allocated with respect to Excess Compensation under the permitted disparity formula. Unless provided otherwise under AA §6-2(b)(3), the maximum amount that may be allocated as a percentage of Plan Compensation and Excess Compensation is the following percentage:

Integration Level (as a percentage of the Taxable Wage Base)	Maximum Disparity Rate
100%	5.7%
More than 80% but less than 100%	5.4%
More than 20% and not more than 80%	4.3%
20% or less	5.7%

The Employer may elect to apply a greater Maximum Disparity Rate under AA §6-2(b)(3)(ii).

(D) **Taxable Wage Base.** The maximum amount of wages that are considered for Social Security purposes as in effect at the beginning of the Plan Year.

(ii) **Group method.** Under the group method, the Employer contributes a fixed percentage of total Plan Compensation of all Participants. The Employer Contribution is then allocated under the two-step method (as described in subsection (a)(1)(i)(B)(I) above). In determining Excess Compensation, the Integration Level is the Taxable Wage Base, unless designated otherwise under AA §6-2(b)(3).

(3) **Employee group contribution formula.** Under the Employee group contribution formula, the Employer may make a different contribution to each Participant's Employer Contribution Account based on the designated Employee groups identified under AA §6-2(c).

The Employer Contribution made for a designated Employee group will be allocated to each eligible Participant in such group as a uniform percentage of Plan Compensation or as a uniform dollar amount, as designated in AA §6-2(c)(2). The Employer also may elect to allocate an amount to each eligible Participant in a designated Employee group the maximum amount permissible under Code §415. See Section 5.02.

The Employee groups designated in AA §6-2(c) must be clearly defined in a manner that will not violate the definite determinable requirement of Treas. Reg. §1.401-1(b)(1)(ii). The portion of the Employer Contribution designated for a specific Employee group will be allocated only to Participants within that group. If a Participant is in more than one Employee group during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. In the event a Participant is in two or more Employee groups on the last day of the Plan Year, the Participant will receive an Employer Contribution based on the first Employee group listed under AA §6-2(c) in which the Participant is a part. The Employer can provide for a different treatment of Employees in multiple groups as part of the group description in AA §6-2(c)(1).

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(4) **Age-based contribution formula.** Under the age-based contribution formula, the Employer will contribute a specific percentage of each Participant's adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor. A Participant's Actuarial Factor must be determined based on standard actuarial assumptions using a testing age that is the later of Normal Retirement Age or the Employee's current age. Unless designated otherwise under AA §6-2(d), a Participant's Actuarial Factor is determined based on an 8.5% interest rate and the UP-1984 mortality table. (See Appendix A of the Plan for the Actuarial Factors associated with an 8.5% interest rate and the UP-1984 mortality table and a testing age of 65. If an interest rate other than 8.5% or a mortality table other than the UP-1984 mortality table is selected under AA §6-2(d), or if a testing age other than age 65 is used, the Plan must determine the appropriate Actuarial Factors based on the designated interest rate, mortality table and testing age.)

(5) **Service-based Employer Contribution.** If elected in AA §6-2(e), the Employer will make a contribution based on an Employee's service with the Employer during the Plan Year (or other period designated under AA §6-4.) The Employer Contribution will be allocated on the basis of Participants' Hours of Service, weeks of employment or other measuring period selected under AA §6-2(e).

(6) **Frozen Plan.** The Employer may designate under AA §2-5 that the Plan is a frozen Plan. As a frozen Plan, the Employer will not make any Employer Contributions with respect to Plan Compensation earned after the date identified in AA §2-5. If the Plan holds any unallocated forfeitures at the time of the termination, such forfeitures may be allocated to all eligible Participants in accordance with Section 6.11 in the year of the termination, regardless of any contrary selections under AA §8-5.

(c) **Contribution formulas (Grandfathered 401(k) Plan).** If the Employer is eligible to maintain a Grandfathered 401(k) Arrangement (as defined under Section 2-3(b)), the Employer may elect under the Adoption Agreement to make Employer Contributions, Matching Contributions and/or Salary Deferrals. Any reference to the Adoption Agreement under this subsection (c) is a reference to the Grandfathered 401(k) Plan Adoption Agreement.

(1) **Employer Contributions.** An Employer may designate under AA §6 of the Grandfathered 401(k) Plan Adoption Agreement the amount of Employer Contributions that may be made under the Plan. The same rules apply with respect to Employer Contributions under the Grandfathered 401(k) Arrangement as apply under the Profit Sharing Plan, as set forth under subsection (a), above. If the Employer elects more than one Employer Contribution formula, each formula is applied separately. The Employer's aggregate Employer Contribution for a Plan Year will be the sum of the Employer Contributions under all such formulas.

(2) **Salary Deferrals.** The Employer may elect under AA §6A of the Grandfathered 401(k) Plan Adoption Agreement to authorize Participants to make Salary Deferrals under the Plan. A Participant's total Salary Deferrals may not exceed the lesser of any limitation designated under AA §6A-2, the Elective Deferral Dollar Limit described under Section 5.03, or the amount permitted under the Code §415 Limitation described under Section 5.02. The Employer may elect under AA §6A-2(b) of the Grandfathered 401(k) Plan Adoption Agreement to apply a different limit on Salary Deferrals to the extent such Salary Deferrals are withheld from a Participant's bonus payments.

(i) **Salary Deferral Election.** In order to make Salary Deferrals under the Plan, a Participant must enter into a Salary Deferral Election which authorizes the Employer to withhold a specific dollar amount or a specific percentage from the Participant's Plan Compensation. The Salary Reduction Agreement may permit a Participant to specify a different percentage or dollar amount be withheld from specified components of Plan Compensation, such as base pay, bonuses, commissions, etc. In addition, the Salary Deferral Election may provide that the Employee's deferral election will increase by a designated amount unless the Employee affirmatively elects otherwise. The Employer will deposit any amounts withheld from a Participant's Plan Compensation as Salary Deferrals into the Participant's Salary Deferral Account under the Plan. A Salary Deferral Election may only relate to Plan Compensation that is not currently available at the time the Salary Deferral Election is completed. In determining the amount to be withheld from a Participant's Plan Compensation, a Salary Deferral election may be rounded to the next highest or lowest whole dollar amount.

The Employer may designate under AA §6A-8 of the Grandfathered 401(k) Plan Adoption Agreement to apply a special effective date as of which Participants may begin making Salary Deferrals under the Plan. Regardless of any special effective date designated under AA §6A-8, a Salary Deferral Election may not be effective prior to the later of:

(A) the date the Employee becomes a Participant;

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(B) the date the Participant executes the Salary Deferral Election; or

(C) the date the Plan is first adopted or effective.

In addition, Salary Deferrals made pursuant to a Salary Deferral Election may not be made earlier than the date the Participant performs the services to which such Salary Deferrals relate or the date the compensation subject to such Salary Deferral Election would be currently available to the Participant absent the deferral election (if earlier). Regardless of when a Participant elects to commence making Salary Deferrals, the Employer may delay commencement for a reasonable period of time in order to implement the Salary Deferral election.

A Salary Deferral Election is valid even though it is executed by an Employee before he/she actually has qualified as a Participant, so long as the Salary Deferral Election is not effective before the date the Employee is a Participant.

(ii) **Change in deferral election.** An Employee must be permitted to enter into a new Salary Deferral Election or to modify or terminate an existing Salary Deferral Election at least once a year. The Employer may designate additional dates on the Salary Deferral Election form (or other written procedures) as to when a Participant may modify or terminate a Salary Deferral Election Alternatively, the Employer may designate under AA §6A-6 of the Grandfathered 401(k) Plan Adoption Agreement specific dates for a Participant to modify or terminate an existing Salary Deferral Election. Any election to modify or terminate a Salary Deferral Election will take effect within a reasonable period following such election and will apply only on a prospective basis. Regardless of any specific dates designated under AA §6A-6, the Employer may allow an Employee to increase his/her deferral election up to the Elective Deferral Dollar Limit at any time during the last two months of the Plan Year.

(iii) **Automatic Contribution Arrangement.** The Employer may elect under AA §6A-7 of the Grandfathered 401(k) Plan Adoption Agreement to provide for an automatic deferral election under the Plan. If the Employer elects to apply an automatic deferral election, the Employer will automatically withhold the amount designated under AA §6A-7 from Participants' Plan Compensation, unless the Participant completes a Salary Deferral Election electing a different deferral amount (including a zero deferral amount). Unless provided otherwise under AA §6A-7, an Employee who is automatically enrolled under a prior plan document will continue to be automatically enrolled under the current Plan document.

(A) **Automatic increase.** The Plan may provide under AA §6A-7 of the Grandfathered 401(k) Plan Adoption Agreement that the automatic deferral amount will automatically increase by a designated percentage each Plan Year. Unless designated otherwise under AA §6A-7(a)(4), in applying any automatic deferral increase under AA §6A-7, the initial deferral amount will apply for the period that begins when the employee first participates in the automatic contribution arrangement and ends on the last day of the following Plan Year. The automatic increase will apply for each Plan Year beginning with the Plan Year immediately following the initial deferral period and for each subsequent Plan Year.

(B) **Annual notice requirement.** Each eligible Employee must receive a written notice describing the Participant's rights and obligations under the Plan which is sufficiently accurate and comprehensive to apprise the Employee of such rights and obligations, and is written in a manner calculated to be understood by the average Plan Participant. The annual notice only needs to be provided to those Employees who are covered under the Automatic Contribution Arrangement. If it is impractical to provide the annual notice to a newly eligible Participant before the date such individual becomes eligible to participate under the Plan, the notice will be treated as timely if it is provided as soon as practicable after such date and the Employee is permitted to defer from Plan Compensation earned beginning on the date of participation.

(C) **Timing of annual notice.** The annual notice must be provided within a reasonable period before the beginning of each Plan Year (or, in the year an Employee becomes an eligible Employee, within a reasonable period before the Employee becomes an eligible Employee). In addition, a notice satisfies the timing requirements only if it is provided sufficiently early so that the Employee has a reasonable period of time after receipt of the notice and before the first Salary Deferral made under the arrangement to make an alternative deferral election. The annual notice will be deemed timely if it is provided to each eligible Employee at least 30 days (and no more than 90 days) before the beginning of each Plan Year. In the case of an Employee who does not

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receive the notice within such period because the Employee becomes an eligible Employee after the 90th day before the beginning of the Plan Year, the timing requirement is deemed to be satisfied if the notice is provided no more than 90 days before the Employee becomes an eligible Employee (and no later than the date the Employee becomes an eligible Employee).

(D) **Timing of automatic deferral.** Generally, the automatic deferral will commence as of the date the Employee is otherwise eligible to make Salary Deferrals under the Plan, if the Employee had completed a Salary Deferral Election. However, the automatic deferral will be treated as timely if the automatic deferral commences no later than the earlier of the pay date for the second payroll period or the pay date that occurs at least 30 days following the later of:

(I) the date on which the Employee first becomes an Eligible Employee (or becomes an Eligible Employee following a rehire); or

(II) the date on which such Employee is provided notice of the automatic deferral,

but in no event later then the time period prescribed in Code §410(a) or any other regulations thereunder.

(E) **Permissible Withdrawals.** If so elected under AA §6A-7(b) of the Grandfathered 401(k) Plan Adoption Agreement, effective for Plan Years beginning on or after January 1, 2008, any Employee who has Salary Deferrals contributed to the Plan pursuant to an automatic deferral election may elect to withdraw such contributions (and earnings attributable thereto) in accordance with the requirements of this subsection (E). A permissible withdrawal under this subsection (E) may be made without regard to any elections under AA §10 and will not cause the Plan to fail the prohibition on in-service distribution applicable to Salary Deferrals under Section 7.10(c).

(I) **Amount of distribution.** A distribution satisfies the requirement of this subsection (E) if the distribution is equal to the amount of Salary Deferrals made pursuant to the automatic deferral election through the effective date of the withdrawal election (as described in subsection (III)) adjusted for allocable gains and losses as of the date of the distribution.

The distribution amount determined under this subsection (I) may be reduced by any generally applicable fees. However, the Plan may not charge a greater fee for a permissible distribution under this subsection (E) than applies with respect to other Plan distributions.

(II) **Timing of permissive withdrawal election.** An election to withdraw Salary Deferrals under this subsection (E) must be made no later than 90 days after the date of the first default Salary Deferral. The date of the first default Salary Deferral is the date that the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income. The Employer may designate an alternative period for making permissive withdrawals under AA §6A-7(b)(3).

(III) **Effective date of permissible withdrawal.** The effective date of a permissible withdrawal election cannot be later than the pay date for the second payroll period that begins after the election is made or, if earlier, the first pay date that occurs at least 30 days after the election is made. If an Employee does not make automatic deferrals to the Plan for an entire Plan Year (e.g., due to termination of employment), the Plan may allow such Employee to take a permissive withdrawal, but only with respect to default contributions made after the Employee's return to employment.

(IV) **Consequences of permissible withdrawal.** Any amount distributed under this subsection (E) is includible in the Employee's gross income for the taxable year in which the distribution is made. However, the portion of any distribution consisting of Roth Deferrals is not included in an Employee's gross income a second time. In addition, a permissible withdrawal under this subsection (E) is not subject to any penalty tax under Code §72(t). Unless the Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Salary Deferrals made on the Employee's behalf as of the date specified in subsection (III) above.

(iv) **Catch-Up Contributions.** If permitted under AA §6A-4 of the Grandfathered 401(k) Plan Adoption Agreement, a Participant who is aged 50 or over by the end of his/her taxable year beginning in the calendar year may make Catch-Up Contributions, provided such Catch-Up Contributions are in excess

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of an otherwise applicable limit under the Plan. For this purpose, an otherwise applicable Plan limit is a limit in the Plan that applies to Salary Deferrals without regard to Catch-up Contributions, such as a Plan-imposed Salary Deferral limit under AA §6A-2, the Code §415 Limitation (described in Section 5.02), or the Elective Deferral Dollar Limit (described in Section 5.03).

(A) **Catch-Up Contribution Limit.** Catch-up Contributions for a Participant for a taxable year may not exceed the Catch-Up Contribution Limit. The Catch-Up Contribution Limit for taxable years beginning in 2010 through 2014 is $5,500. For taxable years beginning after 2014, the Catch-Up Contribution Limit will be adjusted for cost-of-living increases under Code §414(v)(2)(C). The Employer may operationally limit Catch-Up Contributions so that a Participant's total Catch-Up Contributions, when added to other Salary Deferrals, may not exceed 75 percent of the Participant's Plan Compensation for the taxable year.

(B) **Special treatment of Catch-Up Contributions.** Catch-up Contributions are not subject to the Elective Deferral Dollar Limit or the Code §415 Limitation.

(v) **Roth Deferrals.** For Plan Years beginning on or after January 1, 2006, if permitted under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement, a Participant may designate all or a portion of his/her Salary Deferrals as Roth Deferrals. For this purpose, a Roth Deferral is a Salary Deferral that satisfies the following conditions.

(A) **Irrevocable election.** The Participant makes an irrevocable election (at the time the Participant enters into his/her Salary Deferral Election) designating all or a portion of his/her Salary Deferrals as Roth Deferrals. The irrevocable election applies with respect to Salary Deferrals that are made pursuant to such election. A Participant may modify or change a Salary Deferral Election to increase or decrease the amount of Salary Deferrals designated as Roth Deferrals, provided such change or modification applies only with respect to Salary Deferrals made after such change or modification. (See subsection (ii) above for rules regarding the timing of permissible changes or modifications to a Participant's Salary Deferral Election.)

(B) **Subject to immediate taxation.** To the extent a Participant designates all or a portion of his/her Salary Deferrals as Roth Deferrals, such amounts will be includible in the Participant's income at the time the Participant would have received the contribution amounts in cash if the Employee had not made the Salary Deferral election.

(C) **Separate account.** Any amounts designated as Roth Deferrals will be maintained by the Plan in a separate Roth Deferral Account. The Plan will credit and debit all contributions and withdrawals of Roth Deferrals to such separate Account. The Plan will separately allocate gains, losses, and other credits and charges to the Roth Deferral Account on a reasonable basis that is consistent with such allocations for other Accounts under the Plan. However, in no event may the Plan allocate forfeitures under the Plan to the Roth Deferral Account. The Plan will separately track Participants' accumulated Roth Deferrals and the earnings on such amounts.

(D) **Satisfaction of Salary Deferral requirements.** Roth Deferrals are subject to the same requirements as apply to Salary Deferrals. Thus Roth Deferrals are subject to the following requirements:

(I) Roth Deferrals are always 100% vested, as provided in Section 6.01.

(II) Roth Deferrals are subject to the Elective Deferral Dollar Limit, as described in Section 5.03. For this purpose, all Salary Deferrals (both Pre-Tax Salary Deferrals and Roth Deferrals) are aggregated in applying the Elective Deferral Dollar Limit.

(III) Roth Deferrals are subject to the same distribution restrictions as apply to Salary Deferrals under Section 7.10(c). See Section 7.11(b) for special distribution provisions applicable to Roth Deferrals.

(IV) Roth Deferrals are subject to the required minimum distribution requirements under Code §401(a)(9), as set forth in Section 8.

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(E) Rollover of Roth Deferrals.

(I) Rollovers from this Plan. For purposes of the rollover rules under Section 7.04, a Direct Rollover of a distribution from a Participant's Roth Deferral Account will only be made to another Roth Deferral Account under a qualified plan described in Code §401(a) or an annuity contract or custodial account described in Code §403(b) or to a Roth IRA described in §408A, and only to the extent the rollover is permitted under the rules of Code §402(c).

(II) Rollovers to this Plan. Subject to the provisions under Section 3.05, a Participant may make a Rollover Contribution to his/her Roth Deferral Account only if the rollover is a Direct Rollover from another Roth Deferral Account under a qualified retirement plan (as described in Section 3.05) and only to the extent the rollover is permitted under the rules of Code §402(c). A rollover of Roth Deferrals may not be made to this Plan from a Roth IRA. Any rollover of Roth Deferrals to this Plan will be held in a separate Roth Rollover Account.

(III) Minimum rollover amount. The Plan will not provide for a Direct Rollover for distributions from a Participant's Roth Deferral Account if it is reasonably expected (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200. In addition, any distribution from a Participant's Roth Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than $200 during a year.

(IV) Separate treatment of Roth Deferrals. The provisions under Section 7.04 that allow a Participant to elect a Direct Rollover of only a portion of an Eligible Rollover Distribution but only if the amount rolled over is at least $500 is applied by treating any amount distributed from the Participant's Roth Deferral Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(3) Matching Contributions. The Employer may elect under AA §6B of the Grandfathered 401(k) Plan Adoption Agreement to authorize Matching Contributions under the Plan. If the Employer elects more than one Matching Contribution formula under AA §6B-2, each formula is applied separately. A Participant's aggregate Matching Contributions will be the sum of the Matching Contributions under all such formulas. Any Matching Contribution made under the Plan will be allocated to Participants' Matching Contribution Account. To receive an allocation of Matching Contributions, a Participant must satisfy any allocations conditions designated under the Plan, as described in Section 3.07 below.

(i) Contributions eligible for Matching Contributions. The Matching Contribution formula(s) apply to Salary Deferrals, Catch-Up Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions made under the Plan, to the extent authorized under the Adoption Agreement. In addition, the Employer may elect under AA §6B-3(g) to match Elective Deferrals under another qualified plan, 403(b) plan or 457(b) plan maintained by the Employer. If the Employer elects to make a Matching Contribution based on the Employee's Elective Deferrals or Roth Deferrals under another qualified plan, 403(b) plan or 457(b) plan, the Employer shall make a Matching Contribution on behalf of any eligible Participant who makes Elective Deferrals or Roth Deferrals to the plan designated under AA §6B-3(g). Any such Matching Contribution made to the Plan will be allocated in accordance with any special provisions added under AA §6B-3(b). Any such Matching Contributions will be in addition to any Matching Contributions made with respect to Salary Deferrals, After-Tax Employee Contributions, Catch-Up Contributions and/or Employer Pick-Up Contributions under this Plan.

(ii) Period for determining Matching Contributions. AA §6B-5 sets forth the period for which the Matching Contribution formula(s) applies. For this purpose, the period designated in AA §6B-5 applies for purposes of determining the amount of Salary Deferrals, Catch-Up Contributions, After-Tax Employee Contributions, and/or Employer Pick-Up Contributions taken into account in applying the Matching Contribution formula(s) and in applying any limits on the amount of Salary Deferrals that may be taken into account under the Matching Contribution formula(s). (See subsection (iii) for rules applicable to true-up contributions where the Employer contributes Matching Contributions to the Plan on a different period than selected under AA §6B-5.)

If the Employer elects a discretionary Matching Contribution under the Plan, the Employer may elect to make a different Matching Contribution for each period for which Matching Contributions are determined under the Plan. Thus, for example, if the discretionary Matching Contribution is based on the

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Plan Year quarter, the Employer may elect to make a different level of Matching Contribution for each Plan Year quarter. The Matching Contribution for the full Plan Year must be taken into account in applying the ACP Test with respect to such Plan Year.

(iii) **True-up contributions.** If the Employer makes Matching Contributions more frequently than annually, the Employer may have to make true-up contributions for Participants. True-up contributions will be required if the Employer actually contributes Matching Contributions to the Plan on a more frequent basis than the period that is used to determine the amount of the Matching Contributions under AA §6B-5. For example, if Matching Contributions apply with respect to Salary Deferrals made for the Plan Year, but the Employer contributes the Matching Contributions on a quarterly basis, the Employer may have to make a true-up contribution to any Participant based on Salary Deferrals for the Plan Year. If a true-up contribution is required under this subsection (iii), the Employer may make such additional contribution as required to satisfy the contribution requirements under the Plan. If true-up contributions will not be made for any Participant under the Plan, payroll period should be selected under AA §6B-5(a).

If Matching Contributions are determined on a period other than the Plan Year, the Employer may make an additional discretionary Matching Contribution equal to the true-up contribution that would otherwise be required if Matching Contributions were determined on a Plan Year basis. If an additional discretionary Matching Contribution is made under this subsection (iii), such contribution must be provided to all eligible Participants who would otherwise be entitled to a true-up contribution based on Plan Compensation for the Plan Year.

3.03 **Employer Pick-Up Contributions.** The Employer may elect under AA §6-6(c) to make Employer Pick-Up Contributions. A Employer Pick-Up Contribution is a contribution made by an Employee that is "picked up" by the Employer in accordance with Code §414(h)(2). If the Employer elects to provide Employer Pick-Up Contributions under AA §6-6(c), a Participant who meets the eligibility requirements of AA §4-1 shall be deemed to have authorized the Employer to deduct the amount designated under AA §-6-6(c) from the Participant's Plan Compensation prior to payment. Contributions picked-up under this Section 3.03 will be withheld from the Employee's compensation and deposited into the Participant's Employer Pick-up Contribution Account. Contributions that are picked up under this Section 3.03 will be treated as Employer Contributions under the Plan and such contributions and earnings thereon will be 100% vested at all times.

To constitute an Employer Pick-up Contribution under this Section 3.03, the Employer must:

(a) specify that the contributions, although designated as Employee contributions, are being paid by the Employer in lieu of contributions by the Employee,

(b) take the action necessary to effectuate the pick-up, which must be completed before the period to which such contributions relate,

(c) exclude from the Employee's gross income the contributions picked up by the Employer until such time as they are distributed to the Employee, and

(d) prohibit an Employee from opting out of the Employer Pick-up Contribution and prohibit the receipt of the contributed amounts directly instead of having them paid by the Employer to the Plan.

To satisfy the requirements of this Section 3.03, the Employer Pick-Up Contributions must be effectuated by a person duly authorized to take such action with respect to the Employer and must be evidenced by a contemporaneous written document, such as minutes from a meeting, a resolution, an ordinance or this Plan document. Any Participating Employee may not enter into a cash or deferred election (within the meaning of Treas. Reg. § 1.401(k)-1(a)(3)) with respect to the designated Employee contributions, at any time from or after the date of the implementation of the Employer Pick-Up Contribution. For example, a Participant may not opt out of the Employer Pick-Up Contribution or receive the contributed amounts directly instead of having them paid by the Employer into the Plan.

3.04 **After-Tax Employee Contributions.** The Employer may elect under AA §6-6 to allow Participants to make After-Tax Employee Contributions under the Plan. If permitted under AA §6-6, a Participant's compensation will be reduced by the amount the Participant elects to contribute as an After-Tax Employee Contribution. The After-Tax Employee Contributions may be Voluntary After-Tax Employee Contributions as designated under AA §6-6(a) or may be Mandatory After-Tax Employee Contributions as designated under AA §6-6(b). Any After-Tax Employee Contributions made under the Plan will be held in Participants' After-Tax Employee Contribution Account, which is always 100% vested.

A Participant may increase, decrease, discontinue or resume his/her After-Tax Employee Contributions as designated under AA §6-6. An Employee must be permitted to modify or terminate an existing After-Tax Employee Contribution election at least once a year. The Employer may designate additional dates on the After-Tax Employee Contribution election form (or other

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written procedures) as to when a Participant may commence, modify or terminate After-Tax Employee Contributions. Alternatively, the Employer may designate under AA §6-6(a)(2) specific dates as of which a Participant may commence, modify or terminate Voluntary After-Tax Employee Contributions. Any election to modify or terminate an After-Tax Employee Contribution election will take effect within a reasonable period following such election and will apply only on a prospective basis.

A Participant may withdraw amounts from his/her After-Tax Employee Contribution Account at any time, in accordance with the distribution rules under Section 7.10(a), except as otherwise provided under AA §10. No forfeitures will occur solely as a result of an Employee's withdrawal of After-Tax Employee Contributions. The Employer may collect Participants' After-Tax Employee Contributions using payroll reduction or other collection procedures. The Employer may designate in AA §6-6(a)(3) or AA §6-6(b)(2), as applicable, or in separate administrative procedures any special rules regarding the acceptance of After-Tax Employee Contributions. Any separate procedures will apply uniformly to all Participants under the Plan.

3.05 **Rollover Contributions.** An Employee (or former Employee) may make a Rollover Contribution to this Plan from a qualified retirement plan or from an IRA, if the acceptance of rollovers is permitted under AA §C-2 or if the Plan Administrator adopts administrative procedures regarding the acceptance of Rollover Contributions. Subject to the provisions under Section 3.02(c)(2)(v)(E) relating to rollovers of Roth Deferrals, any Rollover Contribution an Employee (or former Employee) makes to this Plan will be held in the Employee's Rollover Contribution Account, which is always 100% vested. A Participant may withdraw amounts from his/her Rollover Contribution Account at any time, in accordance with the distribution rules under Section 7, except as prohibited under AA §10. Any amounts received as a Rollover Contribution under this Section 3.05 will not be treated as an Annual Addition for purposes of applying the Code §415 Limitation described in Section 5.02.

For purposes of this Section 3.05, a qualified retirement plan is a tax-qualified retirement plan described in Code §401(a) or Code §403(a), an annuity contract described in §403(b) of the Code, or an eligible plan under §457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. To qualify as a Rollover Contribution under this Section, the Rollover Contribution must be transferred directly from the qualified retirement plan or IRA in a Direct Rollover or must be transferred to the Plan by the Employee within sixty (60) days following receipt of the amounts from the qualified plan or IRA.

If Rollover Contributions are permitted, an Employee (or former Employee) may make a Rollover Contribution to the Plan even if the Employee is not a Participant with respect to any or all other contributions under the Plan, unless otherwise prohibited under AA §C-2 or separate administrative procedures adopted by the Plan Administrator. An Employee who makes a Rollover Contribution to this Plan prior to becoming a Participant shall be treated as a Participant only with respect to such Rollover Contribution Account, but shall not be treated as a Participant with respect to other contribution sources under the Plan until he/she otherwise satisfies the eligibility conditions under the Plan. To the extent Participant loans are authorized under the Plan, a "limited Participant" under this paragraph may request a Participant loan from the Rollover Contribution Account, unless provided otherwise under AA §B-3 or separate administrative procedures adopted by the Plan Administrator.

The Plan Administrator may refuse to accept a Rollover Contribution if the Plan Administrator reasonably believes the Rollover Contribution:

(a) is not being made from a proper plan or IRA;

(b) is not being made within sixty (60) days from receipt of the amounts from a qualified retirement plan or IRA;

(c) could jeopardize the tax-exempt status of the Plan; or

(d) could create adverse tax consequences for the Plan or the Employer.

Prior to accepting a Rollover Contribution, the Plan Administrator may require the Employee to provide satisfactory evidence establishing that the Rollover Contribution meets the requirements of this Section.

The Plan Administrator may apply different conditions for accepting Rollover Contributions from qualified retirement plans and IRAs. For example, the Plan Administrator may decide in its discretion whether to accept a Direct Rollover of a loan note from another qualified plan. Any conditions on Rollover Contributions must be applied uniformly to all Employees under the Plan.

3.06 **Deductible Employee Contributions.** The Plan Administrator will not accept deductible employee contributions that are made for a taxable year beginning after December 31, 1986. Contributions made prior to that date will be maintained in a separate Account which will be nonforfeitable at all times. The Account will share in the gains and losses under the Plan in the same manner as described in Section 10.03(d). No part of the deductible voluntary contribution Account will be used to purchase life insurance. The Participant may withdraw any part of the deductible voluntary contribution Account by making a written application to the Plan Administrator.

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3.07 **Allocation Conditions.** In order to receive an allocation of Employer Contributions and/or Matching Contributions, a Participant must satisfy any allocation conditions designated under the Adoption Agreement with respect to such contributions. If the Employer elects to apply a minimum service requirement for Employer Contributions and/or Matching Contributions, the Employer may elect to base such minimum service requirement on the basis of Hours of Service or on the basis of consecutive days of employment under the Elapsed Time method.

(a) **Special rule for year of termination.** A last day employment condition automatically applies for any Plan Year in which the Plan is terminated, regardless of whether the Employer has elected to apply a last day employment condition under the Adoption Agreement. If there are unallocated forfeitures at the time of Plan termination, such forfeitures will be allocated to Participants under the Plan's procedures for allocating forfeitures.

(b) **Service with Predecessor Employers.** To the extent provided by the Employer under AA §4-5, if the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the allocation conditions under this Section 3.07.

3.08 **Contribution of Property.** Subject to the consent of the Trustee, the Employer may make its contribution to the Plan in the form of property.

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SECTION 4
SPECIAL RULES AFFECTING GOVERNMENTAL PLANS AND INDIAN TRIBAL GOVERNMENT PLANS

4.01 **Governmental Plan.** Provided the Plan is properly adopted by an entity that meets the requirements for establishing and maintaining a Governmental Plan under Code §414(d), this Plan is a qualified plan under Code §401(a).

(a) **Governmental Plan exemptions.** As a Governmental Plan, this Plan is exempt from Title I of ERISA and certain qualification rules under Code §401(a), including:

(1) The minimum age and service rules under Code §410(a) and the minimum coverage rules under Code §410(b).

(2) The minimum vesting requirements of Code §411, including minimum vesting schedules, consent requirements for plan distributions, and the anti-cutback rule under Code §411(d)(6).

(3) The nondiscrimination requirements under Code §§401(a)(4), 401(k) and 401(m).

(4) The top-heavy rules under Code §416.

(5) The joint and survivor annuity rules under Code §§401(a)(11) and 417.

(6) The requirements for protecting benefits pursuant to a plan merger or a transfer of plan assets and liabilities, as prescribed by Code §401(a)(12).

(7) The anti-assignment rule under Code §401(a)(13). However, the Code provisions relating to the taxability of benefits distributed pursuant to a Qualified Domestic Relations Order (QDRO) are applicable to benefits payable to an alternate payee under the QDRO. See Code §414(p)(11).

(8) The commencement of benefit requirements under Code §401(a)(14).

(9) The protections under Code §401(a)(19).

(b) **Adoption Agreement elections.** An Employer's election of provisions similar to requirements applicable to plans covered under Title I of ERISA or to otherwise inapplicable qualification requirements under Code §401(a) will not affect the Plan's status as a Governmental Plan under Section 1.53. Provided the Employer is qualified to maintain a Governmental Plan, the Plan remains exempt from ERISA and certain Code requirements as a Governmental Plan.

4.02 **Plan of Indian Tribal Government Treated as Governmental Plan.** A Plan established and maintained by:

(a) an Indian Tribal Government, as defined in Code §7701(a)(40),

(b) a subdivision of an Indian Tribal Government, determined in accordance with Code §7871(d), or

(c) an agency or instrumentality of either subsection (a) or (b)

is treated as a Governmental Plan, provided the conditions in this Section 4.02 are satisfied.

To qualify as a Governmental Plan, the Plan must cover only Employees substantially all of whose services are in the performance of essential government functions, but not in the performance of commercial activities (whether or not essential government functions). The interpretation of these conditions, including the meaning of essential government function and commercial activities, is determined under applicable regulations. Provided the requirements of this Sections 4.02 are satisfied, the Plan may include a cash or deferred arrangement as provided under Code §401(k).

4.03 **FICA Replacement Plan,** An Employee who satisfies the requirements as a Qualified Participant under subsection (b) will be exempt from FICA tax as provided under Code §3121(b)(7)(F) if the requirements under this Section 4.03are satisfied. The Plan may be identified as a FICA Replacement Plan under AA §2-3(c).

(a) **Minimum benefit requirement.** The Plan must provide a minimum retirement benefit as set forth under this subsection (a). For this purpose, the Plan satisfies the minimum retirement benefit requirement with respect to an Employee if allocations to the Employee's Account (without regard to any earnings allocated to the Employee's Account) are at least 7.5% of the Employee's Plan Compensation for service with the Employer. Matching Contributions by the Employer may be taken into account for this purpose.

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(1) **Definition of Plan Compensation.** The definition of Plan Compensation used in determining whether the minimum retirement benefit requirement under this subsection (a) is satisfied must be at least equal to the Employee's base pay, provided such designation is reasonable under all the facts and circumstances. Thus, the Employer may elect under AA §5-3 to exclude items such as overtime pay, bonuses, or fringe benefits. In addition, the Employer may elect under AA §5-3(l) to exclude any compensation in excess of the contribution base described in Code §3121(x) as of the beginning of the Plan Year.

(2) **Reasonable rate of earnings.** An Employee's Account must be credited with a reasonable rate of earnings. This requirement is satisfied if Employees' Accounts are held in a separate trust that is subject to general fiduciary standards and are credited with actual earnings under the Plan.

(3) **Employee Contributions.** Contributions from both the Employer and Employee may be used to make up the 7.5% allocation requirement under subsection (a). If the Plan only provides for Employee Contributions, the Plan will satisfy the minimum benefit requirement under subsection (a) if the total Employee Contributions are at least 7.5% of Plan Compensation.

(b) **Qualified Participant.** An Employee is a Qualified Participant under the Plan with respect to the services performed on a given day if, on that day, the Employee has satisfied all conditions (other than vesting) for receiving an allocation under the Plan that meets the minimum retirement benefit requirement under subsection (a). An Employee will be a Qualified Participant on any day with respect to compensation earned during a period ending on that day and beginning on or after the beginning of the Plan Year, regardless of whether the allocations were made or accrued before the effective date of Code §3121(b)(7)(F).

(1) **Part-Time, Seasonal and Temporary Employees.** A Part-Time, Seasonal, or Temporary Employee is not a Qualified Participant on a given day unless any benefit relied upon to meet the minimum benefit requirement under subsection (a) is 100% vested. A Part-Time, Seasonal or Temporary Employee's benefit is considered 100% vested on a given day if on that day the Employee is unconditionally entitled to a single-sum distribution on account of death or separation from service of an amount that is at least equal to 7.5% of Plan Compensation for all periods of service taken into account in determining whether the Employee's benefit meets the minimum retirement benefit requirement under subsection (a).

(2) **Alternative lookback rule.** The Employer may elect to apply the alternative lookback rule described in Treas. Reg. §31.3121(b)(7)-2(d)(3) in determining whether an Employee is a Qualified Participant. Under the alternative lookback rule, an Employee may be treated as a Qualified Participant throughout a calendar year if the Employee is a Qualified Participant at the end of the Plan Year ending in the previous calendar year. For this purpose, if the alternative lookback rule is used, an Employee may be treated as a Qualified Participant on any given day during the first Plan Year of participation if it is reasonable on such day to believe that the Employee will be a Qualified Participant on the last day of such Plan Year.

(c) **Special rule for short period.**. An Employee may not be treated as a Qualified Participant if Plan Compensation for less than a full plan year or other 12-month period is regularly taken into account in determining allocations to the Employee's Account for the Plan Year unless, under all of the facts and circumstances, such arrangement is not a device to avoid the imposition of FICA taxes. For example, an arrangement under which Plan Compensation taken into account under AA §5-3 is limited to the contribution base described in section 3121(x)(1) is not considered a device to avoid FICA taxes by reason of such limitation.

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SECTION 5
LIMITS ON CONTRIBUTIONS

5.01 **Limits on Employer Contributions.** Any contributions the Employer makes under the Plan are subject to the limitations set forth in this Section 5.

(a) **Limitation on total Employer Contributions.** All Employer Contributions the Employer makes under the Plan are subject to the Code §415 Limitation, as described in Section 5.02 below. For purposes of applying the Code §415 Limitation, Employer Contributions include any Employer Contributions, Matching Contributions, or Salary Deferrals made under the Plan. See the definition of Annual Additions under Section 5.02(c)(1) below.

(b) **Limitation on Salary Deferrals.** If the Employer adopts the Grandfathered 401(k) Arrangement, any Salary Deferrals made under the Plan are subject to the Elective Deferral Dollar Limit, as described in Section 5.03 below.

5.02 **Code §415 Limitation.**

(a) **No other plan participation.** If the Participant does not participate in, and has never participated in another qualified retirement plan, a welfare benefit fund (as defined under Code §419(e)), an individual medical account (as defined under Code §415(l)(2)), or a SEP (as defined under Code §408(k)) maintained by the Employer which provides an Annual Addition as defined in subsection (c)(1), then the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year will not exceed the lesser of the Maximum Permissible Amount or any other limitation contained in this Plan.

If an Employer Contribution that would otherwise be contributed or allocated to a Participant's Account will cause that Participant's Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount to be contributed or allocated to such Participant will be reduced so that the Annual Additions allocated to such Participant's Account for the Limitation Year will equal the Maximum Permissible Amount. However, if a contribution or allocation is made to a Participant's Account in an amount that exceeds the Maximum Permissible Amount, such excess Annual Additions may be corrected pursuant to the correction procedures outlined under the IRS' Employee Plans Compliance Resolution System (EPCRS) as set forth in Rev. Proc. 2013-12.

(b) **Participation in another plan.** This subsection (b) applies if, in addition to this Plan, the Participant receives an Annual Addition during any Limitation Year from another Defined Contribution Plan, a welfare benefit fund (as defined under Code §419(e)), an individual medical account (as defined under Code §415(l)(2)), or a SEP (as defined under Code §408(k)) maintained by the Employer.

(1) **This Plan's Code §415 Limitation.** The Annual Additions that may be credited to a Participant's Account under this Plan for any Limitation Year will not exceed the Maximum Permissible Amount (defined in subsection (c)(6) below) reduced by the Annual Additions credited to a Participant's Account under any other Defined Contribution Plan, welfare benefit fund, individual medical account, or SEP maintained by the Employer for the same Limitation Year.

(2) **Annual Additions reduction.** If the Annual Additions with respect to the Participant under any other Defined Contribution Plan, welfare benefit fund, individual medical account, or SEP maintained by the Employer are less than the Maximum Permissible Amount and the Annual Additions that would otherwise be contributed or allocated to the Participant's Account under this Plan would exceed the Code §415 Limitation for the Limitation Year, the amount contributed or allocated will be reduced so that the Annual Additions under all such Plans and funds for the Limitation Year will equal the Maximum Permissible Amount. However, if a contribution or allocation is made to a Participant's Account in an amount that exceeds the Maximum Permissible Amount, such excess Annual Additions may be corrected pursuant to the correction procedures outlined under the IRS' Employee Plans Compliance Resolution System (EPCRS) as set forth in Rev. Proc. 2013-12.

(3) **No Annual Additions permitted.** If the Annual Additions with respect to the Participant under such other Defined Contribution Plan(s), welfare benefit fund(s), individual medical account(s), or SEP(s) in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount will be contributed or allocated to the Participant's Account under this Plan for the Limitation Year. However, if a contribution or allocation is made to a Participant's Account in an amount that exceeds the Maximum Permissible Amount, such excess Annual Additions may be corrected pursuant to the correction procedures outlined under the IRS' Employee Plans Compliance Resolution System (EPCRS) as set forth in Rev. Proc. 2013-12.

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(c) Definitions.

(1) Annual Additions. The amounts credited to a Participant's Account for the Limitation Year that are taken into account in applying the Code §415 Limitation, including:

(i) Employer Contributions, including Matching Contributions and Salary Deferrals;

(ii) After-Tax Employee Contributions;

(iii) Forfeitures;

(iv) Amounts allocated to an individual medical account (as defined in Code §415(l)(2)), which is part of a pension or annuity plan maintained by the Employer;

(v) Amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits allocated to the separate account of a key employee (as defined in Code §419A(d)(3)) under a welfare benefit fund (as defined in Code §419(e)) maintained by the Employer ; and

(vi) Allocations under a SEP (as defined in Code §408(k)).

An Annual Addition is credited to a Participant's Account for a particular Limitation Year if such amount is allocated to the Participant's Account as of any date within that Limitation Year. An Annual Addition will not be deemed credited to a Participant's Account for a particular Limitation Year unless such amount is actually contributed to the Plan no later than 30 days after the time prescribed by law for filing the Employer's income tax return (including extensions) for the taxable year with or within which the Limitation Year ends. In the case of After-Tax Employee Contributions, such amount shall not be deemed credited to a Participant's Account for a particular Limitation Year unless the contributions are actually contributed to the Plan no later than 30 days after the close of that Limitation Year.

(2) Defined Contribution Dollar Limitation. $40,000, as adjusted under Code §415(d).

(3) Employer. For purposes of this Section 5.02, Employer shall mean the Employer that adopts this Plan, and all members of a controlled group of corporations (as defined in §414(b) of the Code as modified by §415(h)), all commonly controlled trades or businesses (as defined in §414(c) of the Code as modified by §415(h)) or affiliated service groups (as defined in §414(m)) of which the adopting Employer is a part, and any other entity required to be aggregated with the Employer pursuant to regulations under §414(o) of the Code.

(4) Excess Amount. The excess of the Participant's Annual Additions for the Limitation Year over the Maximum Permissible Amount.

(5) Limitation Year. The Plan Year, unless the Employer elects another 12-consecutive month period under AA §11-2(a). If the Limitation Year is amended to a different 12-consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made. If the Plan has an initial Plan Year that is less than 12 months, the Limitation Year for such first Plan Year is the 12-month period ending on the last day of that Plan Year, unless otherwise specified in AA §11-2(a).

If an Employer has multiple Limitation Years (e.g., due to the maintenance of multiple Defined Contribution Plans by a group of Related Employers), and a Participant is credited with Annual Additions in only one Defined Contribution Plan, the Code §415 Limitation is applied only with respect to that Plan. If a Participant is credited with Annual Additions in more than one Defined Contribution Plan, each such Plan satisfies the Code §415 Limitation based on Annual Additions for the Limitation Year with respect to such plan, plus any amounts credited to the Participant's Account under all other plans required to be aggregated pursuant to Code §415(f).

(6) Maximum Permissible Amount. For Limitation Years beginning on or after January 1, 2002, the maximum Annual Additions that may be contributed or allocated to a Participant's Account under the Plan for any Limitation Year shall not exceed the lesser of:

(i) the Defined Contribution Dollar Limitation, or

(ii) 100 percent of the Participant's Total Compensation for the Limitation Year.

The Total Compensation limitation referred to in (ii) shall not apply to any contribution for medical benefits (within the meaning of Code §401(h) or §419A(f)(2)) which is otherwise treated as an Annual Addition.

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If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the Maximum Permissible Amount will not exceed the Defined Contribution Dollar Limitation multiplied by the following fraction:

$$\frac{\text{Number of months in the short Limitation Year}}{12}$$

If a short Limitation Year is created because the Plan has an *initial* Plan Year that is less than 12 months, no proration of the Defined Contribution Dollar Limitation is required, unless provided otherwise under AA §11-2(d). (See subsection (5) above for the rule allowing the use of a full 12-month Limitation Year for the first year of the Plan, thereby avoiding the need to prorate the Defined Contribution Dollar Limitation.)

(7) **Total Compensation.** The amount of compensation as defined under Section 1.89, subject to the Employer's election under AA §5-2.

(i) **Self-Employed Individuals.** For a Self-Employed Individual, Total Compensation is such individual's Earned Income.

(ii) **Total Compensation actually paid or made available.** For purposes of applying the limitations of this Section 5.02, Total Compensation for a Limitation Year is the Total Compensation actually paid or made available to an Employee during such Limitation Year. However, if elected in AA §5-4(c), the Employer may include in Total Compensation for a Limitation Year amounts earned but not paid in the Limitation Year because of the timing of pay periods and pay days, but only if:

(A) the amounts are paid during the first few weeks of the next Limitation Year,

(B) such amounts are included on a uniform and consistent basis with respect to all similarly-situated employees, and

(C) no amounts are included in Total Compensation in more than one Limitation Year.

(iii) **Disabled Participants.** Total Compensation does not include any imputed compensation for the period a Participant is Disabled. However, the Employer may elect under AA §11-2(b) to include under the definition of Total Compensation, the amount a terminated Participant who is permanently and totally Disabled (as defined in Section 1.28) would have received for the Limitation Year if the Participant had been paid at the rate of Total Compensation paid immediately before becoming permanently and totally Disabled. If the Employer elects under AA §11-2(b) to include imputed compensation for a Disabled Participant, a Disabled Participant will receive an allocation of any Employer Contribution the Employer makes to the Plan based on the Employee's imputed compensation for the Plan Year. Any Employer Contributions made to a Disabled Participant under this subsection (iii) are fully vested when made and will be made only to Non-Highly Compensated Employees. Any modifications made to the definition of Disabled (under AA §9-4(b)) will not apply to this section.

(d) **Restorative payments.** Restorative payments are not considered Annual Additions for any Limitation Year. For this purpose, restorative payments are payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under applicable federal or state law, where Participants who are similarly situated are treated similarly with respect to the payments.

(e) **Corrective provisions.** The Plan is amended to eliminate any specific correction methods for correcting excess annual additions. If the Plan is eligible for self-correction under Rev. Proc. 2013-12 (or successive guidance), the Employer may use reasonable correction methods (including the correction methods described in § 1.415-6(b)(6) of the 1981 IRS regulations) to the extent permitted under the IRS correction program.

(f) **Change of Limitation Year**. Where there is a change of Limitation Year, a "short" Limitation Year exists for the period beginning with the first day of the Limitation Year and ending on the day before the change in Limitation Year is effective. For this purpose, if the Plan is terminated effective as of a date other than the last day of the Limitation Year, the Plan is treated as if it were amended to change its Limitation Year.

5.03 **Elective Deferral Dollar Limit.** The Elective Deferral Dollar Limit under this Section 5.03 applies with respect to Salary Deferrals under the Grandfathered 401(k) Arrangement. Under this Elective Deferral Dollar Limit, an Employee may not make Elective Deferrals under this Plan (and any other plan, contract or arrangement maintained by the Employer) during any calendar year in an amount that exceeds the Elective Deferral Dollar Limit in effect for the Participant's

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taxable year beginning in such calendar year. Additional restrictions apply if a Participant participates in a plan maintained by an unrelated employer. (See subsection (b)(6) below.)

The Elective Deferral Dollar Limit is $17,500 for taxable years beginning in 2013 and 2014. For taxable years beginning after 2014, the Elective Deferral Dollar Limit will be adjusted for cost-of-living increases under Code §402(g)(4). Any such adjustments will be in multiples of $500.

If a Participant is aged 50 or over by the end of the taxable year, the Elective Deferral Dollar Limit is increased by the Catch-Up Contribution Limit (as defined in Section 3.02(c)(2)(iv)(A)). If the Plan does not provide for Catch-up Contributions, the Elective Deferral Dollar Limit is not increased by the Catch-Up Contribution Limit.

(a) **Excess Deferrals.** Excess Deferrals are Elective Deferrals made during the Participant's taxable year that exceed the Elective Deferral Dollar Limit (as described above) for such year; counting only Elective Deferrals made under this Plan and any other plan, contract or arrangement maintained by the Employer. (See subsection (b)(6) below for provisions that apply when a Participant makes Elective Deferrals to a plan of an unrelated Employer.)

(b) **Correction of Excess Deferrals.** If a Participant makes Excess Deferrals (i.e., Elective Deferrals in excess of the Elective Deferral Dollar Limit) under this Plan and any other plan maintained by the Employer, such Excess Deferrals (plus allocable income or loss) shall be distributed to the Participant. A distribution of Excess Deferrals may be made at any time (subject to the correction provisions under the IRS voluntary correction program as described in Rev. Proc. 2013-12 or subsequent guidance). If the corrective distribution of Excess Deferrals is made by April 15 of the calendar year following the year the Excess Deferrals are made to the Plan, such amounts will be taxable in the year of deferral but not in the year of distribution. If a corrective distribution of Excess Deferrals is made after April 15 of the following calendar year, such amounts will be taxable in both the year of deferral and the year of distribution. See subsection (3) below.

(1) **Amount of corrective distribution.** The amount to be distributed from this Plan as a correction of Excess Deferrals equals the amount of Elective Deferrals the Participant contributes during the taxable year to this Plan and any other plan maintained by the Employer in excess of the Elective Deferral Dollar Limit, reduced by any corrective distribution of Excess Deferrals the Participant receives during the calendar year from this Plan or other plan(s) maintained by the Employer. If a Participant has both a Pre Tax-Deferral Account and a Roth Deferral Account, the Participant may designate the extent to which the corrective distribution of Excess Deferrals is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account under AA §6A-5. If a Participant does not designate the Account(s) from which the distribution will be made, the corrective distribution will be made first from the Participant's Pre-Tax Deferral Account.

(2) **Allocable gain or loss.** A corrective distribution of Excess Deferrals must include any allocable gain or loss for the taxable year in which the Excess Deferrals are contributed to the Plan. The gain or loss allocable to Excess Deferrals may be determined in any reasonable manner, provided the manner used to determine allocable gain or loss is applied consistently for all Participants and in a manner that is reasonably reflective of the method used by the Plan for allocating income to Participants' Accounts. A corrective distribution of Excess Deferrals will not include any income or loss allocable to the period between the end of the taxable year and the date of distribution.

(3) **Taxation of corrective distribution.** If a corrective distribution of Excess Deferrals is made by April 15 of the following calendar year, amounts attributable to the Excess Deferrals will be includible in the Participant's gross income in the taxable year in which such amounts are deferred under the Plan and amounts attributable to income or loss on the Excess Deferrals will be includible in gross income in the year of distribution. However, a corrective distribution of Excess Deferrals will not be included in gross income to the extent such distribution is comprised of Roth Deferrals. A Roth Deferral is treated as an Excess Deferral only to the extent that the total amount of Roth Deferrals for an individual exceeds the applicable limit for the taxable year or the Roth Deferrals are identified as Excess Deferrals and the individual receives a distribution of the Excess Deferrals and allocable income under this paragraph.

If a corrective distribution of Excess Deferrals is made after April 15, the amount of the corrective distribution attributable to Excess Deferrals will be includible in the Participant's gross income in both the taxable year in which such amounts are deferred under the Plan and the taxable year in which such amounts are distributed. (See Section 7.11(b)(2) for a discussion of the ordering rules for determining the Accounts from which the corrective distribution is made where a Participant has both a Pre-Tax Deferral Account and a Roth Deferral Account.)

If a corrective distribution of Excess Deferrals made after April 15 of the following calendar year apply to Excess Deferrals that are Roth Deferrals, such amounts are includible in gross income (without adjustment for

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any return of investment in the contract under Code §72(e)(8)). In addition, such distribution cannot be a "qualified distribution" as described in Code §402A(d)(2) and is not an Eligible Rollover Distributions (within the meaning of Code §402(c)(4)). For this purpose, if a Roth Deferral account includes any Excess Deferrals, any distributions from the Roth Deferral account are treated as attributable to those Excess Deferrals until the total amount distributed from the Roth Deferral account equals the total of such Excess Deferrals and attributable income.

(4) **Coordination with other provisions.** A corrective distribution of Excess Deferrals made by April 15 of the following calendar year may be made without consent of the Participant or the Participant's Spouse, and without regard to any distribution restrictions applicable under Section 7. A corrective distribution of Excess Deferrals made by the appropriate April 15 also is not treated as a distribution for purposes of applying the required minimum distribution rules under Section 8.

(5) **Suspension of Salary Deferrals.** If a Participant's Salary Deferrals under this Plan, in combination with any Elective Deferrals the Participant makes during the calendar year under any other plan maintained by the Employer, equal or exceed the Elective Deferral Dollar Limit, the Employer may suspend the Participant's Salary Deferrals under this Plan for the remainder of the calendar year without the Participant's consent.

(6) **Correction of Excess Deferrals under plans not maintained by the Employer.** The correction provisions under this subsection (b) apply only if a Participant makes Excess Deferrals under this Plan (or under this Plan and other plans maintained by the Employer). However, if a Participant has Excess Deferrals for a calendar year on account of making Elective Deferrals to a plan of an unrelated employer, the Participant may assign to this Plan any portion of his/her Elective Deferrals made under all plans during the calendar year to the extent such Elective Deferrals exceed the Elective Deferral Dollar Limit. The Participant must notify the Plan Administrator in writing on or before March 1 of the following calendar year of the amount of the Excess Deferrals to be assigned to this Plan. If any Roth Deferrals were made to a plan, the notification must also identify the extent to which, if any, the Excess Deferrals are comprised of Roth Deferrals.

Upon receipt of a timely notification, the Excess Deferrals assigned to this Plan will be distributed (along with any allocable income or loss) to the Participant in accordance with the corrective distribution provisions under this subsection (b). A Participant is deemed to notify the Plan Administrator of Excess Deferrals (including any portion of Excess Deferrals that are comprised of Roth Deferrals) to the extent such Excess Deferrals arise only under this Plan and any other plan maintained by the Employer.

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SECTION 6
PARTICIPANT VESTING AND FORFEITURES

6.01 **Vesting of Contributions.** A Participant's vested interest in his/her Employer Contribution Account and Matching Contribution Account is determined based on the vesting schedule elected in AA §8. A Participant is always fully vested in his/her Employer Pick-Up Contribution Account, Salary Deferral Account, After-Tax Employee Contribution Account, and Rollover Contribution Account.

6.02 **Vesting Schedules.** A Participant's vested interest in his/her Employer Contribution Account and/or Matching Contribution Account is determined by multiplying the Participant's vesting percentage (determined under the applicable vesting schedule selected in AA §8) by the total amount under the applicable Account.

(a) **Full and immediate vesting schedule.** Under the full and immediate vesting schedule, the Participant is always 100% vested in his/her Account Balance.

(b) **6-year graded vesting schedule.** Under the 6-year graded vesting schedule, an Employee vests in his/her Employer Contribution Account and/or Matching Contribution Account in the following manner:

After 2 Years of Service – 20% vesting
After 3 Years of Service – 40% vesting
After 4 Years of Service – 60% vesting
After 5 Years of Service – 80% vesting
After 6 Years of Service – 100% vesting

(c) **3-year cliff vesting schedule.** Under the 3-year cliff vesting schedule, an Employee is 100% vested after 3 Years of Service. Prior to the third Year of Service, the vesting percentage is zero.

(d) **Modified vesting schedule.** Under the modified vesting schedule, the Employer may designate the vesting percentage that applies for each Year of Service.

6.03 **Special vesting rules.**

(a) **Normal Retirement Age.** Unless designated otherwise under AA §8-2(b), regardless of the Plan's vesting schedule, an Employee's right to his/her Account Balance is fully vested upon the date he/she attains Normal Retirement Age (as defined in AA §7-1), provided the Employee is still employed at such time.

(b) **100% vesting upon death, disability, or Early Retirement Age.** The Employer may elect under AA §8-4 to allow a Participant's vesting percentage to automatically increase to 100% if the Participant dies, becomes Disabled, and/or attains Early Retirement Age while employed by the Employer.

(c) **Vesting upon merger, consolidation or transfer.** No accelerated vesting will be required solely because a Defined Contribution Plan is merged with another Defined Contribution Plan, or because assets are transferred from a Defined Contribution Plan to another Defined Contribution Plan.

(d) **Vesting schedules applicable to prior contributions.** If the Plan holds Employer Contributions and/or Matching Contributions that are subject to vesting, but the Plan no longer provides for such contributions, the Plan will continue to apply the vesting schedule applicable to those contributions as determined under the prior Plan document. See Section 6.11(e) for the rules applicable to forfeitures of such prior contributions. The Employer may document any prior vesting schedule in AA §A-7.

6.04 **Year of Service.** An Employee's position on the vesting schedule is dependent on the Employee's Years of Service with the Employer. Generally, an Employee will earn a vesting Year of Service for each Vesting Computation Period (as defined in Section 6.05) during which the Employee completes at least 1,000 Hours of Service (or the Hours of Service designated under AA §8-5(a)). Alternatively, the Employer may elect to calculate Years of Service using the Elapsed Time method (as defined in subsection (b) below).

(a) **Hours of Service.** Unless the Employer elects to use the Elapsed Time method under AA §8-5(c), vesting Years of Service will be determined based on an Employee's Hours of Service earned during the Vesting Computation Period.

(1) **Actual Hours of Service.** In determining an Employee's vesting Years of Service, the Employer will credit an Employee with the actual Hours of Service earned during the Vesting Computation Period, unless the Employer elects under AA §8-5(d) to determine Hours of Service using the Equivalency Method.

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(2) **Equivalency Method.** Instead of counting actual Hours of Service in applying the Plan's vesting schedules, the Employer may elect under AA §8-5(d) to determine Hours of Service based on the Equivalency Method. Under the Equivalency Method, an Employee receives credit for a specified number of Hours of Service based on the period worked with the Employer.

(i) **Monthly.** Under the monthly Equivalency Method, an Employee is credited with 190 Hours of Service for each calendar month during which the Employee completes at least one Hour of Service with the Employer.

(ii) **Daily.** Under the daily Equivalency Method, an Employee is credited with 10 Hours of Service for each day during which the Employee completes at least one Hour of Service with the Employer.

(iii) **Weekly.** Under the weekly Equivalency Method, an Employee is credited with 45 Hours of Service for each week during which the Employee completes at least one Hour of Service with the Employer.

(iv) **Semi-monthly.** Under the semi-monthly Equivalency Method, an Employee is credited with 95 Hours of Service for each semi-monthly period during which the Employee completes at least one Hour of Service with the Employer.

(3) **Employee need not be employed for entire Vesting Computation Period.** Unless provided otherwise under AA §8-5(e), if an Employee completes the required Hours of Service during a Vesting Computation Period, the Employee will receive credit for a Year of Service as of the end of such Vesting Computation Period, even if the Employee is not employed for the entire Vesting Computation Period.

(b) **Elapsed Time method.** Instead of using Hours of Service in applying the Plan's vesting schedules, the Employer may elect under AA §8-5(c) to apply the Elapsed Time method for calculating an Employee's vesting service with the Employer. Under the Elapsed Time method, an Employee receives credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or reemployment, if applicable) and ending on the date the Employee terminates employment with the Employer. If an Employee's aggregate period of service includes fractional years, such fractional years are expressed in terms of days.

In calculating an Employee's aggregate period of service, the Employer may credit an Employee with service for any Period of Severance that lasts less than 12 consecutive months. For this purpose, a Period of Severance is any continuous period of time during which the Employee is not employed by the Employer. A Period of Severance begins on the date the Employee retires, quits or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee is first absent from service for a reason other than retirement, quit or discharge. In the case of an Employee who is absent from work for maternity or paternity reasons, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance. For purposes of this paragraph, an absence from work for maternity or paternity reasons means an absence:

(1) by reason of the pregnancy of the Employee,

(2) by reason of the birth of a child of the Employee,

(3) by reason of the placement of a child with the Employee in connection with the adoption of such child by the Employee, or

(4) for purposes of caring for a child of the Employee for a period beginning immediately following the birth or placement of such child.

For purposes of applying the Elapsed Time method, unless otherwise provided, service will be credited for employment with any Related Employer.

6.05 **Vesting Computation Period.** Generally, the Vesting Computation Period is the Plan Year. Alternatively, the Employer may elect under AA §8-5(b) to use the 12-month period commencing on the Employee's date of hire (or reemployment date, if applicable) and each subsequent 12-month period commencing on the anniversary of such date or the Employer may elect to use any other 12-consecutive month period as the Vesting Computation Period.

6.06 **Excluded service.** Generally, all service with the Employer counts for purposes of applying the Plan's vesting schedules. However, the Employer may elect under AA §8-3 to exclude certain service with the Employer in calculating an Employee's vesting Years of Service.

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(a) **Service before the Effective Date of the Plan.** The Employer may elect under AA §8-3(b) to exclude service earned during any period prior to the date the Employer established the Plan or a Predecessor Plan. For this purpose, a Predecessor Plan is a qualified plan maintained by the Employer that is terminated within the 5-year period immediately preceding or following the establishment of this Plan. A Participant's service under a Predecessor Plan must be counted for purposes of determining the Participant's vested percentage under this Plan.

(b) **Service before a specified age.** The Employer may elect under AA §8-3(c) to exclude service before an Employee attains a specified age. An Employee will be credited with a Year of Service for the Vesting Computation Period during which the Employee attains the required age, provided the Employee satisfies all other conditions required for a Year of Service.

6.07 **Service with Predecessor Employers.** To the extent provided, if the Employer maintains the plan of a Predecessor Employer, any service with such Predecessor Employer is treated as service with the Employer for purposes of applying the provisions of this Plan.

6.08 **Break in Service Rules.** In addition to any service excluded under Section 6.06, the Employer may elect under AA §8-6 to disregard an Employee's vesting service with the Employer earned prior to a Break in Service. For this purpose, an Employee incurs a Break in Service for any Vesting Computation Period (as defined in Section 6.05) during which the Employee does not complete more than five hundred (500) Hours of Service with the Employer. However, if the Employer elects to require less than 1,000 Hours of Service to earn a vesting Year of Service, a Break in Service will occur for any Vesting Computation Period during which the Employee does not complete more than one-half (1/2) of the Hours of Service required to earn a vesting Year of Service.

6.09 **Special Vesting Rule - In-Service Distribution When Account Balance is Less than 100% Vested.** If amounts are distributed from a Participant's Employer Contribution Account or Matching Contribution Account at a time when the Participant's vested percentage in such amounts is less than 100% and the Participant may increase the vested percentage in the Account Balance:

(a) A separate Account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(b) At any relevant time the Participant's vested portion of the separate Account will be equal to an amount ("X") determined by the formula:

$X = P (AB + D) - D$

Where:

P is the vested percentage at the relevant time;

AB is the Account Balance at the relevant time; and

D is the amount of the distribution.

6.10 **Forfeiture of Benefits.** A Participant will forfeit the nonvested portion of his/her Employer Contribution and/or Matching Contribution Account upon the occurrence of any of the events described below or at any such time as the Plan Administrator determines. The Plan Administrator has the responsibility to determine the amount of a Participant's forfeiture. Until an amount is forfeited pursuant to this Section 6.10, a Participant's entire Account must remain in the Plan and continue to share in gains and losses of the Trust. A Participant will not forfeit any of his/her nonvested Account until the occurrence of one of the following events.

(a) **Cash-Out Distribution.** Following termination of employment, a Participant may receive a total distribution of his/her vested benefit under the Plan (a Cash-Out Distribution) in accordance with the distribution provisions under Section 7. If a Participant receives a Cash-Out Distribution upon termination of employment, the Participant's nonvested benefit under the Plan will be forfeited in accordance with subsection (1) below. If at the time of termination, a Participant is totally nonvested in his/her entire Account Balance, the Participant will be deemed to receive a total Cash-Out Distribution of his/her entire vested Account Balance (i.e., a deemed Cash-Out Distribution of zero dollars) as of the date of termination, subject to the forfeiture provisions under subsection (1) below.

A Cash-Out Distribution does not occur until such time as the Participant receives a distribution of his/her entire vested Account Balance, including amounts attributable to Salary Deferrals. If a Participant receives a distribution of less than the entire vested portion of his/her Account Balance (including any additional amounts to be allocated under subsection (1)(ii) below), the Participant will not be treated as receiving a Cash-Out Distribution until such time as the Participant receives a distribution of the remainder of the vested portion of his/her Account Balance.

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(1) **Timing of forfeiture.** Unless elected otherwise under AA §8-8(b), if a Participant receives a Cash-Out Distribution of his/her vested Account Balance (as defined in subsection (a) above), the Participant will immediately forfeit the nonvested portion of such Account Balance, as of the date of the distribution or deemed distribution (as determined under subsection (i) or (ii) below, whichever applies). (See Section 6.11 below for a discussion of the treatment of forfeitures under the Plan.)

(i) **No further allocations.** For purposes of applying the Cash-Out Distribution rules, a terminated Participant who receives a total distribution of his/her vested Account Balance will be treated as receiving the Cash-Out Distribution as of the date the Participant receives such distribution (or in the case of a deemed Cash-Out Distribution (as described in subsection (a) above) as of the date the Participant terminates employment), provided the Participant is not entitled to any further allocations under the Plan for the Plan Year in which the Participant terminates employment. The Participant' will forfeit his/her nonvested benefit as of the date the Participant receives the Cash-Out Distribution, in accordance with the provisions under Section 6.11.

(ii) **Additional allocations.** For purposes of applying the Cash-Out Distribution rules, if upon termination of employment, a Participant is entitled to an additional allocation for the Plan Year in which the Participant terminates, such Participant will not be deemed to receive a Cash-Out Distribution until such time as the Participant receives a distribution of his/her entire vested Account Balance, including any amounts that are still to be allocated under the Plan. Thus, a terminated Participant who is entitled to an additional allocation (e.g., an additional Employer Contribution) for the Plan Year of termination will not be deemed to have a total Cash-Out Distribution until the Participant receives a distribution of such additional amounts. In the case of a deemed Cash-Out Distribution (as described in subsection (a) above), if the Participant is entitled to an additional allocation under the Plan for the Plan Year in which the Participant terminates employment, the deemed Cash-Out Distribution is deemed to occur on the first day of the Plan Year following the Plan Year in which the termination occurs, provided the Participant is still totally nonvested in his/her Account Balance.

(iii) **Modification of Cash-Out Distribution rules.** The Employer may elect under AA §8-8(a) to modify the Cash-Out Distribution provision under subsection (ii) above to provide that the Cash-Out Distribution and related forfeiture occur immediately upon distribution (or deemed distribution) of the terminated Participant's vested Account Balance, without regard to whether the Participant is entitled to an additional allocation under the Plan.

(b) **Five-Year Forfeiture Break in Service.** If a Participant has five (5) consecutive one-year Breaks in Service (a Five-Year Forfeiture Break in Service), all Years of Service after such Breaks in Service will be disregarded for the purpose of vesting in the portion of the Participant's Employer Contribution Account and/or Matching Contribution Account that accrued before such Breaks in Service. A Participant who incurs a Five-Year Forfeiture Break in Service will forfeit the nonvested portion of his/her Employer Contribution and/or Matching Contribution Account as of the end of the Vesting Computation Period in which the Participant incurs the fifth consecutive Break in Service. Except as provided under Section 6.08, a Participant who is rehired after incurring a Five-Year Forfeiture Break in Service will be credited with both pre-break and post-break service for purposes of determining his/her vested percentage in amounts that accrue under the Plan after the Five Year Forfeiture Break in Service.

(c) **Missing Participant or Beneficiary.** If a Participant or Beneficiary cannot be located within a reasonable period following a reasonable diligent search, the missing Participant's or Beneficiary's Account may be forfeited, as provided in subsection (2) below. An Employer will be deemed to have performed a reasonable diligent search if it performs the actions described in subsection (1) below. In determining whether a reasonable period has elapsed following a reasonable diligent search, the Employer or Plan Administrator may follow any applicable guidance provided under statute, regulation, or other IRS or DOL guidance of general applicability. However, the Employer or Plan Administrator will be deemed to have waited a reasonable period following a reasonable diligent search if the Employer or Plan Administrator waits at least 6 months following the completion of the actions described in subsection (1) below.

(1) **Reasonable diligent search.** The Employer or Plan Administrator will be deemed to have performed a reasonable diligent search if it performs the following actions:

(i) Send a certified letter to the Participant's or Beneficiary's last known address.

(ii) Check related plan records of the Employer (e.g., health plan records) to determine if a more current address exists for the Participant or Beneficiary.

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(iii) If the Participant cannot be located, the Employer or Plan Administrator may attempt to identify and contact any individual that the Participant has designated as a Beneficiary under the Plan for updated information concerning the location of the missing Participant.

(iv) Utilize the Social Security Administration (SSA) letter-forwarding service for locating lost participants. Additional information regarding the SSA letter forwarding program can be located at www.ssa.gov.)

(v) In addition to the search methods discussed above, the Employer or Plan Administrator may use other search methods, including the use of Internet search tools, commercial locator services, and credit reporting agencies to locate the missing Participant.

(2) **Forfeiture of Account of missing Participant or Beneficiary.** If a Participant or Beneficiary is deemed to be missing (as described in this subsection (c)), the Plan Administrator may forfeit the distributable amount attributable to such missing Participant or Beneficiary, as permitted under applicable laws and regulations. If, after an amount is forfeited under this subsection (2), the missing Participant or Beneficiary is located, the Plan will restore the forfeited amount (unadjusted for gains or losses) to such Participant or Beneficiary within a reasonable time. However, if a missing Participant or Beneficiary has not been located by the time the Plan terminates, the forfeiture of such Participant's or Beneficiary's distributable amount will be irrevocable.

(3) **Expenses attributable to search for missing Participant,** Reasonable expenses attendant to locating a missing Participant may be charged to such Participant's Account, provided that the amount of such expenses is reasonable. The Plan Administrator may take into account the size of a Participant's Account in relation to the cost of the search when deciding how extensive a search is required before declaring such Participant as missing under subsection (c).

(d) **Excess Deferrals.** If a Participant receives a distribution of Excess Deferrals, the portion of his/her Matching Contribution Account (whether vested or not) which is attributable to such distributed amounts will be forfeited. A forfeiture of Matching Contributions under this subsection (d) occurs in the Plan Year in which the Participant receives the distribution of Excess Deferrals.

6.11 **Allocation of Forfeitures.** The Employer may elect in AA §8-7 how it wishes to allocate forfeitures under the Plan. Forfeitures may be used in the Plan Year in which the forfeitures occur or in the Plan Year following the Plan Year in which the forfeitures occur. In applying the forfeiture provisions under the Plan, if there are any unused forfeitures as of the end of the Plan Year designated in AA §8-7(d) or (e), as applicable, any remaining forfeiture will be used (as designated in AA §8-7) in the immediately following Plan Year. The Employer may elect under AA §8-7 to allocate forfeitures in any manner permitted under this Section 6.11.

(a) **Reallocation as additional contributions under Profit Sharing Plan Adoption Agreement.** The Employer may elect in AA §8-7 to reallocate forfeitures as additional contributions under the Plan. If the Employer elects under the Profit Sharing Plan Adoption Agreement to reallocate forfeitures as additional contributions, the Employer may allocate such amounts as additional Employer Contributions and/or additional Matching Contributions. If the forfeitures allocated under this subsection (a) relate to discretionary contributions, such amounts may be allocated in the same manner as selected under AA §6-3 with respect to the contribution type being allocated. If the forfeitures relate to fixed contributions, such amounts may be allocated in addition to such fixed contributions in the ratio that the Plan Compensation of each Participant bears to the Plan Compensation of all Participants. In allocating forfeitures under this subsection (a), the Employer may take into account any limits under AA §6B-4 in determining the amount of forfeitures to be allocated as additional Matching Contributions. In applying the provisions of this subsection (a), no allocation of forfeitures will be made to any Participant with respect to forfeitures that arise out of his/her own Account. A Participant may share in any additional forfeitures to the extent the Participant is eligible to receive an allocation of such forfeitures under AA §8-6.

(b) **Reallocation as additional Employer Contributions under Money Purchase Plan Adoption Agreement.** The Employer may elect in AA §8-7 to reallocate forfeitures as additional Employer Contributions under the Plan. If the Employer elects under the Money Purchase Plan Adoption Agreement to reallocate forfeitures as additional Employer Contributions, such amounts will be allocated in the ratio that the Plan Compensation of each Participant bears to the Plan Compensation of all Participants. In applying the provisions of this subsection (b), no allocation of forfeitures will be made to any Participant with respect to forfeitures that arise out of his/her own Account.

(c) **Reduction of contributions.** The Employer may elect in AA §8-7 to use forfeitures to reduce Employer Contributions and/or Matching Contributions under the Plan. If the Employer elects to use forfeitures to reduce contributions, the Employer may, in its discretion, use such forfeitures to reduce Employer Contributions, Matching Contributions, or both. The Employer may adjust its contribution deposits in any manner, provided the total Employer Contributions and/or Matching Contributions made for the Plan Year properly take into account the forfeitures that are to be used to

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reduce such contributions for that Plan Year. If contributions are allocated over multiple allocation periods, the Employer may reduce its contribution for any allocation periods within the Plan Year in which the forfeitures are to be allocated so that the total amount allocated for the Plan Year is proper. If the Plan provides for a discretionary Employer or Matching Contribution and the Employer elects not to make an Employer or Matching Contribution for the Plan Year, any forfeitures will be allocated to eligible Participants as an additional Employer or Matching Contribution, as provided under subsection (a) above.

(d) **Payment of Plan expenses.** The Employer may elect under AA §8-7 to use forfeitures to pay Plan expenses for the Plan Year in which the forfeitures would otherwise be applied. If any forfeitures remain after the payment of Plan expenses under this subsection, the remaining forfeitures will be allocated as selected under AA §8-7. This subsection (d) only applies to the extent Plan expenses are paid by the Plan. Nothing herein affects the ability of the Employer to pay Plan expenses, as authorized under Section 11.04(a). In determining the Plan expenses that may be offset by Plan forfeitures, the Employer may use any reasonable method to determine the Plan expenses attributable to a particular year. In addition, the Employer may elect to use forfeitures first to reduce Employer and/or Matching Contributions or as an additional allocation (as set forth in AA §8-7) prior to using forfeitures to pay Plan expenses.

(e) **Forfeiture rules for other contribution types.**

(1) **Prior Employer and/or Matching Contributions.** If the Plan maintains Employer Contribution and/or Matching Contribution Accounts, but the Plan no longer provides for such contributions, such amounts will continue to vest under the vesting schedule applicable to such contributions under the prior Plan or under any vesting schedule designated under Appendix A of the Adoption Agreement. If there are any forfeitures related to such prior contributions, such amounts may be reallocated as an additional Employer Contribution or as an additional Matching Contribution in accordance with the provisions of subsection (a) or (b), to the extent such contributions are authorized under the Plan, or may be used to reduce any Employer Contribution or Matching Contribution, consistent with the provisions of subsection (c) above. If the Plan does not provide for either Employer Contributions or Matching Contributions, the Employer may reallocate forfeitures of prior contributions as an Employer Contribution (using the pro rata allocation formula) or as a discretionary Matching Contribution under the Profit Sharing Plan Adoption Agreement, as applicable, or as a fixed contribution under the Money Purchase Plan Adoption Agreement. Alternatively, the Employer may use such forfeitures to pay Plan expenses as authorized under subsection (d). The Employer may elect to use such forfeitures in the Plan Year the forfeiture occurs or in the following Plan Year.

(2) **Other contributions.** If a Participant has any other amounts under the Plan which are treated as forfeited (e.g. a forfeiture for a missing Participant under Section 6.10(c)), and no selections are made under AA §8-7 regarding the treatment of forfeitures under the Plan, such amounts may be forfeited in accordance with any of the forfeiture options described in this Section 6.11.

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SECTION 7
PLAN DISTRIBUTIONS

A Participant may receive a distribution of his/her vested Account Balance at the time and in the manner provided under this Section 7. Upon reaching the Required Beginning Date (defined in Section 8.05(e)), a Participant must begin receiving distributions under the Plan (in accordance with the provisions of Section 8.)

7.01 **Available Forms of Distribution.** The Employer may elect under AA §9-1 the forms of distribution that are available to a Participant or Beneficiary under the Plan. Different distribution options may apply depending on whether a distribution is made upon termination of employment, death, disability or as an in-service withdrawal. Available distribution options under AA §9-1 may include a lump sum of all or a portion of the Participant's vested Account Balance, installments, annuity payments, or any other form designated in AA §9-1. In addition, distribution options may be available as provided under a guaranteed income product to the extent such distribution options are consistent with qualification requirements applicable to such distributions. Any distribution options selected under the Plan must comply with the required minimum distribution rules under Section 8.

If the Plan provides for installment payments as an optional form of distribution, such payments may be made in monthly, quarterly, semi-annual, or annual payments over a period not exceeding the life expectancy of the Participant and his/her designated Beneficiary. The Plan Administrator may permit a Participant or Beneficiary to accelerate the payment of all, or any portion, of an installment distribution. If the Plan provides for annuity payments, the Plan must purchase an annuity that provides for payments over a period that does not extend beyond either the life of the Participant (or the lives of the Participant and his/her designated Beneficiary) or the life expectancy of the Participant (or the life expectancy of the Participant and his/her designated Beneficiary). (The availability of installments and or annuity payments may be restricted under AA §9-1(e).)

7.02 **Amount Eligible for Distribution.** For purposes of determining the amount a Participant or Beneficiary may receive as a distribution from the Plan, a Participant's Account Balance is determined as of the Valuation Date (as specified in AA §11-1) immediately preceding the date the Participant or Beneficiary receives his/her distribution from the Plan. For this purpose, the Account Balance must be increased for any contributions allocated to the Participant's Account since the most recent Valuation Date and must be reduced for any distributions made from the Participant's Account since the most recent Valuation Date. A Participant or Beneficiary does not share in any allocation of gains or losses attributable to the period between the most recent Valuation Date and the date of the distribution, unless provided otherwise under uniform funding and valuation procedures established by the Plan Administrator. See Section 10.03.

7.03 **Participant Consent.** To the extent elected under AA §9-2, if the value of a Participant's entire vested Account Balance exceeds the Involuntary Cash-Out threshold (as defined in subsection (a) below), the Participant must consent to any distribution of such Account Balance prior to his/her Required Beginning Date (as defined in Section 8.05(e)) or, if so provided in AA §9-2(a)(3), as of the date the Participant attains (or would have attained if not deceased) the later of Normal Retirement Age or age 62. A failure by the Participant (and Spouse, if applicable) to consent to a distribution while a benefit is immediately distributable shall be deemed to be an election to defer commencement of payment of any benefit sufficient to satisfy this section.

(a) **Involuntary Cash-Out threshold.** For purposes of determining whether a distribution is subject to the Participant consent requirements as described in Section 7.03, the Involuntary Cash-Out threshold is $5,000 unless a different amount is designated under AA §9-2(a). (See Section 7.05 for a discussion of the Automatic Rollover rules that apply if a Participant does not consent to a distribution that is otherwise available without Participant consent.) For purposes of determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, the value of the Participant's vested Account Balance shall be determined without regard to that portion of the Account Balance that is attributable to Rollover Contributions (and earnings allocable thereto) within the meaning of Code §§402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16). The Employer may elect in AA §9-2(a)(4) to include Rollover Contributions (and earnings allocable thereto) in determining whether the Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold.

(b) **Participant notice.** If a distribution is subject to Participant consent, the Participant must consent in writing to the distribution within a reasonable period prior to the Annuity Starting Date (as defined in Section 1.09). For this purpose, any consent made within the 180-day period ending on the Annuity Starting Date will be deemed to be made within a reasonable period. If the distribution is subject to spousal consent under AA §9-2(b), the Participant's Spouse also must consent to the distribution in accordance with Section 9.02.

Prior to receiving a distribution from the Plan, a Participant must be notified of his/her right to defer any distribution from the Plan. The notification shall include a general description of the material features and the relative values of the optional forms of benefit available under the Plan (consistent with the requirements under Code §417(a)(3)). Effective for Plan Years beginning on or after January 1, 2007, the Participant notice must include a description of the consequences of a Participant's decision not to defer the receipt of a distribution. The notice must be provided no less than 30 days and no more than 180 days prior to the Participant's Annuity Starting Date. However, distribution may

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commence less than 30 days after the notice is given, if the Participant is clearly informed of his/her right to take 30 days after receiving the notice to decide whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects to receive the distribution prior to the expiration of the 30-day minimum period. The notice requirements described in this paragraph may be satisfied by providing a summary of the required information, so long as the conditions described in applicable regulations for the provision of such a summary are satisfied, and the full notice is also provided (without regard to the 180-day period described in this subsection).

(c) **Special rules.** The consent rules under this Section 7.03 apply to distributions made after the Participant's termination of employment and to distributions made prior to the Participant's termination of employment. However, the consent of the Participant (and the Participant's Spouse, if applicable) shall not be required to the extent that a distribution is required to satisfy the required minimum distribution rules under Section 8 or to satisfy the requirements of Code §415, as described in Section 5.02. A Participant also will not be required to consent to a corrective distribution of Excess Deferrals.

7.04 **Direct Rollovers.** Notwithstanding any provision in the Plan to the contrary, a Participant may elect, at the time and the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a Direct Rollover. If an Eligible Rollover Distribution is less than $500, the Participant may not elect a Direct Rollover of only a portion of such distribution (i.e., a Participant must elect a complete Direct Rollover if the Eligible Rollover Distribution is less than $500). For purposes of this Section 7.04, a Participant includes a Participant or former Participant. In addition, this Section applies to any distribution from the Plan made to a Participant's surviving Spouse or to a Participant's Spouse or former Spouse who is the Alternate Payee under a QDRO, as defined in Section 1.76. For distributions made on or after January 1, 2007, this Section 7.04 also applies to distributions made to a Participant's non-Spouse beneficiary, as set forth in subsection (c) below.

(a) **Definitions.**

(1) **Eligible Rollover Distribution.** An Eligible Rollover Distribution is any distribution of all or any portion of a Participant's Account Balance, except an Eligible Rollover Distribution does not include:

(i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's Beneficiary, or for a specified period of ten years or more;

(ii) any distribution to the extent such distribution is a required minimum distribution under Code §401(a)(9), as described under Section 8;

(iii) any Hardship distribution, as described in Section 7.10(e);

(iv) the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to Employer securities);

(v) any distribution if it is reasonably expected (at the time of the distribution) that the total amount the Participant will receive as a distribution during the calendar year will total less than $200;

(vi) a distribution made to satisfy the requirements of Code §415 (as described in Section 5.02) or a distribution to correct Excess Deferrals.

(2) **Eligible Retirement Plan.** For purposes of applying the Direct Rollover provisions under this Section 7.04, an Eligible Retirement Plan is:

(i) a qualified plan described in Code §401(a);

(ii) an individual retirement account described in Code §408(a);

(iii) an individual retirement annuity described in Code §408(b);

(iv) an annuity plan described in Code §403(a);

(v) an annuity contract described in Code §403(b); or

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(vi) an eligible plan under Code §457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan

The definition of Eligible Retirement Plan also applies in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the Alternate Payee under a QDRO.

To the extent any portion of an Eligible Rollover Distribution is attributable to Roth Deferrals (as defined in Section 3.02(c)(2)(v)), an Eligible Retirement Plan with respect to such portion of the distribution shall include only another designated Roth account of the Participant or a Roth IRA. To the extent any portion of an Eligible Rollover Distribution is attributable to After-Tax Employee Contributions, an Eligible Retirement Plan with respect to such portion of the distribution shall include only an individual retirement account or annuity described in Code §408(a) or (b) or a qualified Defined Contribution Plan described in Code §401(a) or §403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible in gross income.

(3) **Direct Rollover.** A Direct Rollover is a payment made directly from the Plan to the Eligible Retirement Plan specified by the Participant. The Plan Administrator may develop reasonable procedures for accommodating Direct Rollover requests.

(b) **Direct Rollover notice.** A Participant entitled to an Eligible Rollover Distribution must receive a written explanation of his/her right to a Direct Rollover, the tax consequences of not making a Direct Rollover, and, if applicable, any available special income tax elections. The notice must be provided within 30 –180 days prior to the Participant's Annuity Starting Date in the same manner as described in Section 7.03(b). The Direct Rollover notice must be provided to all Participants, unless the total amount the Participant will receive as a distribution during the calendar year is expected to be less than $200.

If a Participant terminates employment and is eligible for a distribution which is not subject to Participant consent, and the Participant does not respond to the Direct Rollover notice indicating whether a Direct Rollover is desired and the name of the Eligible Retirement Plan to which the Direct Rollover is to be made, the Plan Administrator may distribute the Participant's entire vested Account Balance in the form of an Automatic Rollover (pursuant to Section 7.05) . If a distribution would qualify for Automatic Rollover, the Direct Rollover notice must describe the procedures for making an Automatic Rollover, including the name, address, and telephone number of the IRA trustee and information regarding IRA maintenance and withdrawal fees and how the IRA funds will be invested. The Direct Rollover notice also must describe the timing of the Automatic Rollover and the Participant's ability to affirmatively opt out of the Automatic Rollover.

(c) **Direct Rollover by non-Spouse beneficiary.** Effective for Plan Years beginning after December 31, 2009, the Plan must permit a non-Spouse beneficiary (as defined in Code §401(a)(9)(E)) to make a direct rollover of an eligible rollover distribution to an individual retirement account under Code §408(a) or an individual retirement annuity under Code §408(b) that is established on behalf of the designated beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code §402(c)(11). A non-Spouse rollover made after December 31, 2009 will be subject to the direct rollover requirements under Code §401(a)(31), the rollover notice requirements under Code §402(f) or the mandatory withholding requirements under Code §3405(c).

(d) **Direct Rollover of non-taxable amounts.** Notwithstanding any other provision of the Plan, effective for taxable years beginning on or after January 1, 2007, an Eligible Rollover Distribution may include the portion of any distribution that is not includible in gross income. For this purpose, an Eligible Retirement Plan includes a Defined Contribution or Defined Benefit Plan qualified under Code §401(a) and a tax-sheltered annuity plan under Code §403(b), provided the rollover is accomplished through a direct rollover and the recipient Eligible Retirement Plan separately accounts for any amounts attributable to the rollover of any nontaxable distribution and earnings thereon.

(e) **Rollovers to Roth IRA.** For distributions occurring on or after January 1, 2008, a Participant or beneficiary (including a non-spousal beneficiary to the extent permitted under subsection (c) above), may rollover an Eligible Rollover Distribution (as defined in subsection (a)(1)) to a Roth IRA, provided the Participant (or beneficiary) satisfies the requirements for making a Roth contribution under Code §408A(c)(3)(B). Any amounts rolled over to a Roth IRA will be included in gross income to the extent such amounts would have been included in gross income if not rolled over (as required under Code §408A(d)(3)(A)). For purposes of this subsection (e), the Plan Administrator is not responsible for assuring the Participant (or beneficiary) is eligible to make a rollover to a Roth IRA.

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7.05 **Automatic Rollover.** The Automatic Rollover rules in this Section 7.05 are effective for distributions made on or after the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006.

(a) **Automatic Rollover requirements.** If a Participant is entitled to an Involuntary Cash-Out Distribution (as defined in subsection (b)), and the Participant does not elect to receive a distribution of such amount (either as a Direct Rollover to an Eligible Retirement Plan or as a direct distribution to the Participant), then the Plan Administrator may pay the distribution in a Direct Rollover to an individual retirement plan (IRA) designated by the Plan Administrator. (The Automatic Rollover provisions under this subsection (a) apply to any Involuntary Cash-Out Distribution for which the Participant fails to consent to a distribution, without regard to whether the Participant can be located. See Section 6.10(c) for alternatives if the Participant cannot be located after a reasonable diligent search.)

(b) **Involuntary Cash-Out Distribution.** An Involuntary Cash-Out Distribution is any distribution that is made from the Plan without the Participant's consent. Unless elected otherwise under AA §9-2(a)(3), an Involuntary Cash-Out Distribution, for purposes of applying the Automatic Rollover requirements under this Section 7.05 does not include any amounts below $1,000. (See Section 7.03 for the Participant consent requirements with respect to distributions under the Plan.)

(c) **Treatment of Rollover Contributions.** Unless elected otherwise under AA §9-2(a)(5), for purposes of determining whether a mandatory distribution is greater than $1,000, the portion of the Participant's distribution attributable to any Rollover Contribution is excluded.

7.06 **Distribution Upon Termination of Employment.** Subject to the required minimum distribution provisions under Section 8, a Participant who terminates employment for any reason (other than death) is entitled to receive a distribution of his/her vested Account Balance in accordance with this Section 7.06. (See Section 7.07 for the applicable rules when a Participant dies before distribution of his/her vested Account Balance is completed.)

(a) **Account Balance not exceeding Cash-Out threshold.** If a Participant's vested Account Balance does not exceed $5,000 (or other Cash-Out threshold designated under AA §9-2(a)(2)) at the time of distribution, the only distribution option available under the Plan is a lump sum option. The Participant will be eligible to receive a distribution of his/her vested Account Balance as of the date selected in AA §9-3(b).

(b) **Account Balance exceeding Cash-Out threshold.** If a Participant's vested Account Balance exceeds $5,000 (or other Cash-Out threshold designated under AA §9-2(a)(2)) at the time of distribution, the Participant may elect to receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1. The Participant will be eligible to receive a distribution of his/her vested Account Balance as of the date selected in AA §9-3(a). The Employer may elect to accelerate the distribution to Employees upon special circumstances, such as termination after attainment of Normal Retirement Age or other special circumstances.

7.07 **Distribution Upon Death.** Subject to the Required Minimum Distribution rules in Section 8, a Participant's vested Account Balance will be distributed to the Participant's Beneficiary(ies) in accordance with this Section 7.07. (See subsection (c) for rules regarding the determination of Beneficiaries upon the death of the Participant.) The form of benefit payable with respect to a deceased Participant will depend on whether the Participant dies before or after distribution of his/her Account Balance has commenced.

(a) **Death after commencement of benefits.** If a Participant begins receiving a distribution of his/her benefits under the Plan, and subsequently dies prior to receiving the full value of his/her vested Account Balance, the remaining benefit will continue to be paid to the Participant's Beneficiary(ies) in accordance with the form of payment that has already commenced. If a Participant commences distribution prior to death only with respect to a portion of his/her Account Balance, then the rules in subsection (b) apply to the rest of the Account Balance.

(b) **Death before commencement of benefits.** If a Participant dies before commencing distribution of his/her benefits under the Plan, the form and timing of any death benefits will depend on whether the value of the death benefit exceeds $5,000 (or other threshold designated under AA §9-2(a)(2)).

(1) **Death benefit not exceeding $5,000.** If the value of the death benefit does not exceed $5,000, such benefit will be paid to the Participant's Beneficiary(ies) in a single sum as soon as administratively feasible following the Participant's death.

(2) **Death benefit exceeding $5,000.** If the value of the death benefit exceeds $5,000, will be paid in a lump sum as soon as administratively feasible following the Participant's death. However, the death benefit may be payable in a different form if prescribed by the Participant's Beneficiary designation, or the Beneficiary, before a lump

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sum payment of the benefit is made, elects to receive the distribution in an alternative form of benefit permitted under Section 7.01.

In no event will any death benefit be paid in a manner that is inconsistent with the Required Minimum Distribution rules under Section 8. The Beneficiary of any pre-retirement death benefit described in this subsection (b) may postpone the commencement of the death benefit to a date that is not later than the latest commencement date permitted under Section 8.

(c) **Determining a Participant's Beneficiary.** The determination of a Participant's Beneficiary(ies) to receive any death benefits under the Plan will be based on the Participant's Beneficiary designation under the Plan. If a Participant does not designate a Beneficiary to receive the death benefits under the Plan, distribution will be made to the default Beneficiaries, as set forth in subsection (3) below.

(1) **Post-retirement death benefit.** If a Participant dies after commencing distribution of benefits under the Plan (but prior to receiving a distribution of his/her entire vested Account Balance under the Plan), the Beneficiary of any post-retirement death benefit is determined in accordance with the Beneficiary selected under the distribution option in effect prior to death.

(2) **Pre-retirement death benefit.** If a Participant dies before commencing distribution of his/her benefits under the Plan, the surviving Spouse (determined at the time of the Participant's death) will be treated as the sole Beneficiary, unless:

(i) there is a valid contrary Beneficiary designation,

(ii) there is no surviving Spouse, or

(iii) the Spouse makes a valid disclaimer.

(3) **Default beneficiaries.** To the extent a Beneficiary has not been named by the Participant and is not designated under the terms of this Plan to receive all or any portion of the deceased Participant's death benefit, such amount shall be distributed to the Participant's surviving Spouse (if the Participant was married at the time of death). If the Participant does not have a surviving Spouse at the time of death, distribution will be made to the Participant's surviving children, in equal shares. If the Participant has no surviving children, distribution will be made to the Participant's estate. The Employer may modify the default beneficiary rules described in this subparagraph under AA §9-5.

(4) **Identification of Beneficiaries.** The Plan Administrator may request proof of the Participant's death and may require the Beneficiary to provide evidence of his/her right to receive a distribution from the Plan in any form or manner the Plan Administrator may deem appropriate. The Plan Administrator's determination of the Participant's death and of the right of a Beneficiary to receive payment under the Plan shall be conclusive. If a distribution is to be made to a minor or incompetent Beneficiary, payments may be made to the person's legal guardian, conservator recognized under state law, or custodian in accordance with the Uniform Gifts to Minors Act or similar law as permitted under the laws of the state where the Beneficiary resides. The Plan Administrator or Trustee will not be liable for any payments made in accordance with this subsection (4) and will not be required to make any inquiries with respect to the competence of any person entitled to benefits under the Plan. (See Section 9.03 for a special one-year marriage rule that may apply under AA §9-5(b).)

(5) **Death of Beneficiary.** Unless specified otherwise in the Participant's Beneficiary designation form or under AA §9-5, if a Beneficiary does not predecease the Participant but dies before distribution of the death benefit is made to the Beneficiary, the death benefit will be paid to the Beneficiary's estate. If the Participant and the Participant's Beneficiary die simultaneously and the Participant's Beneficiary designation form does not address simultaneous death, the determination of the death beneficiary will be determined under any state simultaneous death laws, to the extent applicable. If no applicable state law applies, the death benefit will be paid to the any contingent beneficiaries named under the Participant's beneficiary designation. If there are no contingent beneficiaries, the death benefit will be paid to the Participant's default beneficiaries, as described in subsection (3).

(6) **Divorce from Spouse.** Unless designated otherwise under AA §9-5(c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded unless specifically provided otherwise under a divorce decree or QDRO, or unless the Participant enters into a new Beneficiary designation naming the prior Spouse as Beneficiary. In addition, the provisions under this subsection (6) will not apply if the Participant has entered into a Beneficiary designation that specifically overrides the provisions of this subsection

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(6). For periods prior to the date this Plan is executed by the Employer, this subsection (6) also applies to situations where the Participant and Spouse are legally separated.

7.08 **Distribution to Disabled Employees.** Unless elected otherwise under AA §9-4, no special distribution rules apply to Disabled Employees. However, the Employer may elect in AA §9-4 to permit a distribution at an earlier date for Disabled Employees.

7.09 **Qualified Distributions for Retired Public Safety Officers.** A Participant who is an eligible retired public safety officer may elect, after separation from service, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. The distribution shall be excluded from the Participant's gross income to the extent that the aggregate amount of the distribution does not exceed the lesser of the amount used to pay the qualified health insurance premiums of the Participant, the Participant's spouse, and the Participant's dependents (as defined in Code §152), or $3,000, determined by aggregating all distributions with respect to the Participant that are used to pay qualified health insurance premiums from all eligible retirement plans of the Employer as defined in Code §414(d).

(a) **Qualified health insurance premiums.** The term "qualified health insurance premiums" means premiums for coverage for the Participant, the Participant's spouse, and the Participant's dependents (as defined in Code §152) by an accident or health insurance plan (including under a self-insured plan) or qualified long-term care insurance contract (within the meaning of Code §7702B(b)).

(b) **Eligible retired public safety officer.** The term "eligible retired public safety officer" means an individual who separated from service, either by reason of disability or after attainment of Normal Retirement Age, as a public safety officer with the Employer. For this purpose, a public safety officer is an individual serving the Employer in an official capacity, with or without compensation, as a law enforcement officer, a firefighter, a chaplain, or a member of a rescue squad or ambulance crew.

7.10 **In-Service Distributions.** The Employer may elect under AA §10 to permit in-service distributions under the Plan. Except to the extent provided under subsection (a) below, if an in-service distribution is not specifically permitted under AA §10, a Participant may not receive a distribution from the Plan until termination of employment, death or disability.

(a) **After-Tax Employee Contributions and Rollover Contributions.** Unless designated otherwise under AA §10-2, a Participant may withdraw at any time, upon written request, all or any portion of his/her Account Balance attributable to After-Tax Employee Contributions or Rollover Contributions. No forfeiture will occur solely as a result of an Employer's withdrawal of After-Tax Employee Contributions.

(b) **Employer Contributions and Matching Contributions.** The Employer may elect under AA §10 the extent to which in-service distributions will be permitted from Employer Contributions (including Matching Contributions, if applicable) under the Plan. If permitted under AA §10 of the Profit Sharing Plan Adoption Agreement, Employer Contributions may be withdrawn upon the occurrence of a specified event (such as attainment of a designated age or the occurrence of a Hardship, as defined in subsection (e) below). In addition, a Participant may take withdraw his/her Employer Contributions (and Matching Contributions, if applicable) upon the completion of a certain number of years, provided no distribution solely on account of years may be made with respect to Employer Contributions that have been accumulated in the Plan for less than 2 years, unless the Participant has been a Participant in the Plan for at least 5 years. (See Section 6.09 for special vesting rules that apply if a Participant takes an in-service distribution prior to becoming 100% vested in such contributions.)

For Plan Years beginning after January 1, 2007, if the Plan is a pension plan (e.g., a money purchase plan or if the Plan holds transferred assets from a money purchase plan), a Participant may not receive an in-service distribution of his/her vested Account Balance prior to the earlier of the attainment of Normal Retirement Age or age 62 (to the extent permitted under AA §10-1 or AA §10-2).

(c) **Salary Deferrals under Grandfathered 401(k) Arrangement.** If the Plan qualifies as a Grandfathered 401(k) Arrangement, as designated under AA §2-3 of the Profit Sharing Adoption Agreement, any Salary Deferrals (including any earnings on such amounts) generally may not be distributed prior to the Participant's severance from employment, death, or disability. However, the Employer may elect under AA §10 to permit an in-service distribution of such amounts upon attainment of a specified age (no earlier than age 59½, upon a Hardship (as defined in subsection (e)) or upon a Qualified Reservist Distribution, as defined under subsection (d).

If Normal Retirement Age or Early Retirement Age is earlier than age 59½ and an in-service distribution is permitted upon attainment of Normal Retirement Age or Early Retirement Age from Salary Deferrals, the Normal Retirement Age and/or Early Retirement Age will be deemed to be age 59½ for purposes of determining eligibility to distribute Salary Deferrals.

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(d) **Penalty-free withdrawals for individuals called to active duty.** Effective September 11, 2001, the distribution provisions applicable to Salary Deferrals include a Qualified Reservist Distribution, as defined in subsection (1) below. If a Participant takes a Qualified Reservist Distribution, such distributions will not be subject to the 10% penalty tax under Code §72(t). A Qualified Reservist Distribution is only available if permitted under AA §10-1.

(1) **Qualified Reservist Distribution.** For purposes of this subsection (d), a Qualified Reservist Distribution means any distribution to an individual if:

(i) such distribution is from amounts attributable to elective deferrals described in Code §402(g)(3)(A) or (C) or Code §501(c)(18)(D)(iii),

(ii) such individual was (by reason of being a member of a reserve component (as defined in §101 of Title 37 of the United States Code)) ordered or called to active duty for a period in excess of 179 days or for an indefinite period, and

(iii) such distribution is made during the period beginning on the date of such order or call and ending at the close of the active duty period.

(2) **Active duty.** A Qualified Reservist Distribution will only be available for individuals who are ordered or called into active duty after September 11, 2001

(e) **Hardship distribution.** The Employer may elect under AA §10-1 or AA §10-2of the Profit Sharing Plan Adoption Agreement to authorize an in-service distribution upon the occurrence of a Hardship event. A Hardship distribution of Salary Deferrals must meet the requirements of a safe harbor Hardship as described under subsection (1) below. For other contribution types, the Employer may elect to apply the safe harbor Hardship rules under subsection (1) or the non-safe harbor Hardship provisions under subsection (2) below.

(1) **Safe harbor Hardship distribution.** To qualify for a safe harbor Hardship, a Participant must demonstrate an immediate and heavy financial need, as described in subsection (i), and the distribution must be necessary to satisfy such need, as described in subsection (ii).

(i) **Immediate and heavy financial need.** To be considered an immediate and heavy financial need, the Hardship distribution must be made to satisfy one of the following financial needs:

(A) to pay expenses incurred or necessary for medical care (as described in Code §213(d)) of the Participant, the Participant's Spouse or dependents (determined without regard to whether the expenses exceed 7.5% of adjusted gross income);

(B) for the purchase (excluding mortgage payments) of a principal residence for the Participant;

(C) for payment of tuition and related educational fees (including room and board) for the next 12 months of post-secondary education for the Participant, the Participant's Spouse, children or dependents;

(D) to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Participant's principal residence;

(E) to pay funeral or burial expenses for the Participant's deceased parent, Spouse, child or dependent;

(F) to pay expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code §165 (determined without regard to whether the loss exceeds the 10% of adjusted gross income limit); or

(G) for any other event that the IRS recognizes as a safe harbor Hardship distribution event under ruling, notice or other guidance of general applicability.

The payment of funeral or burial expenses under subsection (E) and the payment of expenses to repair damage to a principal residence under subsection (F) only apply to Plan Years beginning on or after January 1, 2006. For purposes of determining eligibility of a Hardship distribution under this subsection (i), a dependent is determined under Code §152. However, for taxable years beginning on or after January 1, 2005, the determination of dependent for purposes of tuition and education fees under subsection (C) above will be made without regard to Code §152(b)(1), (b)(2), and (d)(1)(B) and the

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determination of dependent for purposes of funeral or burial expenses under subsection (E) above will be made without regard to Code §152(d)(1)(B).

A Participant must provide the Plan Administrator with a written request for a Hardship distribution. The Plan Administrator may require written documentation, as it deems necessary, to sufficiently document the existence of a proper Hardship event.

(ii) **Distribution necessary to satisfy need.** A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant if:

(A) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

(B) The Participant has obtained all available distributions, other than Hardship distributions, and all nontaxable loans under the Plan and all plans maintained by the Employer; and

(C) The Participant is suspended from making Salary Deferrals (and After-Tax Employee Contributions) for at least 6 months after the receipt of the Hardship distribution.

(2) **Non-safe harbor Hardship distribution.** The Employer may elect in AA §10-1(e) or AA §10-2(e) of the Profit Sharing Plan Adoption Agreement to permit Participants to take a Hardship distribution without satisfying the requirements of subsection (1) above.

(i) **Immediate and heavy financial need.** For purposes of d**e**termining whether a Hardship exists under this subsection (2), the same Hardship distribution events described in subsection (1)(i) will qualify as a Hardship distribution event under this subsection (2). The Employer may modify the permissible Hardship distribution events under AA §10-3(f) of the Profit Sharing Plan Adoption Agreement.

(ii) **Distribution necessary to satisfy need.** A Hardship distribution under this subsection (2) need not satisfy the requirements under subsection (1)(ii) above. Instead, all relevant facts and circumstances are considered to determine whether the Employee has other resources reasonably available to relieve or satisfy the need. For this purpose, resources include assets of the Employee's Spouse and minor children that are reasonably available to the Employee. In addition, the amount withdrawn for hardship may include amounts necessary to pay federal, state or local income taxes, or penalties reasonably anticipated to result from the distribution.

The Employer or Plan Administrator may rely upon the Employee's written representation that the need cannot be reasonably relieved through the following sources:

(A) Reimbursement or compensation by insurance;

(B) Liquidation of the Employee's assets;

(C) Cessation of Salary Deferrals or After-Tax Employee Contributions under the Plan;

(D) Other currently available distributions or nontaxable loans from the Plan or any other plan maintained by the Employer (or any other employer);

(E) Borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

The Employer or Plan Administrator may not rely upon the written representation under this subsection (ii) if the Employer has actual knowledge to the contrary.

(3) **Amount available for Hardship distribution.** A Participant may receive a Hardship distribution of any portion of his/her vested Employer Contribution Account or Matching Contribution Account (including earnings thereon), as permitted under AA §10. A Participant may receive a Hardship distribution of Salary Deferrals provided such distribution, when added to other Hardship distributions from Salary Deferrals, does not exceed the total Salary Deferrals the Participant has made to the Plan (increased by income allocable to such Salary Deferrals as of the later of December 31, 1988 or the end of the last Plan Year ending before July 1, 1989).

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(4) **Availability to terminated Employees.** If a Hardship distribution is permitted under AA §10-1 or AA §10-2, a Participant may take such a Hardship distribution after termination of employment to the extent no other distribution is available from the Plan.

(5) **Application of Hardship distributions rules with respect to primary beneficiaries.** If elected under AA §10-3(e), if the Plan otherwise permits Hardship distributions based on the safe harbor hardship provisions under subsection (1), the existence of an immediate and heavy financial need under subsection (1)(i) may be determined with respect to a primary beneficiary under the Plan. For this purpose, a primary beneficiary is an individual who is named as a beneficiary under the Plan and has an unconditional right to all or a portion of a Participant's Account Balance upon the death of the Participant. Hardship distributions with respect to primary beneficiaries under this subsection (5) are limited to Hardship distributions on account of medical expenses, educational expenses and funeral expenses (as described in subsections (1)(i)(A), (1)(i)(C) and (1)(i)(E), above)). Any Hardship distribution with respect to a primary beneficiary must satisfy all the other requirements applicable to Hardship distributions under subsection (e).

7.11 **Sources of Distribution.** Unless provided otherwise in separate administrative provisions adopted by the Plan Administrator, in applying the distribution provisions under this Section 7, distributions will be made on a pro rata basis from all Accounts from which a distribution is permitted. Alternatively, the Plan Administrator may permit Participants to direct the Plan Administrator as to which Account the distribution is to be made. Regardless of a Participant's direction as to the source of any distribution, the tax effect of such a distribution will be governed by Code §72 and the regulations thereunder.

(a) **Exception for Hardship withdrawals.** If the Plan permits a Hardship withdrawal from both Salary Deferrals (including Roth Deferrals) and Employer Contributions, a Hardship distribution will first be treated as having been made from a Participant's Employer Contribution Account and then from the Employer's Matching Contribution Account, to the extent such Hardship distribution is available with respect to such Accounts. Only when all available amounts have been exhausted under the Participant's Employer Contribution Account and/or Matching Contribution Account will a Hardship distribution be made from a Participant's Pre-Tax Salary Deferral Account and/or Roth Deferral Account. (See subsection (b) below for the ordering rules for distributions from the Pre-Tax Salary Deferral and Roth Deferral Accounts.) The Plan Administrator may modify the ordering rules under this subsection (a) under separate administrative procedures.

(b) **Roth Deferrals.** If a Participant has both a Pre-Tax Salary Deferral Account and a Roth Deferral Account, withdrawals and loans from such Accounts will be made in accordance with this subsection (b).

(1) **Distributions and withdrawals.** Unless designated otherwise under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement or separate administrative procedures, if a Participant has both a Pre-Tax Salary Deferral Account and a Roth Deferral Account, the Participant may designate the extent to which a distribution or withdrawal of Salary Deferrals will come from the Pre-Tax Salary Deferral Account or the Roth Deferral Account. Alternatively, the Employer may provide under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement (or under separate administrative procedures) that any distribution or withdrawal of Salary Deferrals will be made on a pro rata basis from the Pre-Tax Salary Deferral Account and the Roth Deferral Account. Alternatively, the Employer may designate any other order of distribution and withdrawals under AA §6A-5 or separate administrative procedures.

(2) **Distribution of Excess Deferrals.** Unless designated otherwise under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement or separate administrative procedures, if a Participant has both a Pre-Tax Salary Deferral Account and a Roth Deferral Account, and the Plan is required to make a corrective distribution of Excess Deferrals to such Participant, the Participant may designate whether the Plan will make such corrective distribution of Excess Deferrals from the Pre-Tax Salary Deferral Account or the Roth Deferral Account. Alternatively, the Employer may elect under AA §6A-5 of the Grandfathered 401(k) Plan Adoption Agreement (or under separate administrative procedures) that corrective distributions of Salary Deferrals to correct Excess Deferrals will be made pro rata from the Pre-Tax Salary Deferral Account and Roth Deferral Account or first from the Pre-Tax Salary Deferral Account or first from the Roth Deferral Account.

Unless designated otherwise under separate administrative procedures, if a Participant is permitted to designate the extent to which a corrective distribution is made from the Pre-Tax Salary Deferral Account or the Roth Deferral Account, and the Participant fails to designate the appropriate Account by the date the corrective distribution is made from the Plan, such corrective distribution may be withdrawn equally from both the Pre-Tax Salary Deferral Account and the Roth Deferral Account or the Employer may withdraw such amounts first from either the Pre-Tax Salary Deferral Account or the Roth Deferral Account.

(c) **In-kind distributions.** Nothing in this Section 7 precludes the Plan Administrator from making a distribution in the form of property, or other in-kind distribution. An in-kind distribution is only available to the extent such investments

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are held in the Participant's Account at the time of the distribution. This subsection (c) does not give any Participant the right to request an in-kind distribution if not otherwise authorized by the Plan Administrator.

7.12 **Correction of Qualification Defects.** Nothing in this Section 7 precludes the Plan Administrator from making a distribution to a Participant to correct a qualification defect consistent with the correction procedures under the IRS' voluntary compliance programs. Thus, for example, if an Employee is permitted to enter the Plan prior to his/her proper Entry Date under Section 2.03(b) and the Plan Administrator determines that a corrective distribution is a proper means of correcting the operational violation, nothing in this Section 7 would prevent the Plan from making such corrective distribution. Any such distribution must be made in accordance with the correction procedures applicable under the IRS' voluntary correction programs under Rev. Proc. 2013-12 (or successive guidance).

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SECTION 8
REQUIRED MINIMUM DISTRIBUTIONS

8.01 **Required Minimum Distributions.** Unless specified otherwise under Appendix A of the Adoption Agreement, the provisions of this Section apply to calendar years beginning on or after January 1, 2003. A Participant's entire interest under the Plan will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date (as defined in Section 8.05(e)). All distributions required under this Section 8 will be determined and made in accordance with the regulations under Code §401(a)(9) and the minimum distribution incidental benefit requirement of Code §401(a)(9)(G). For purposes of applying the required minimum distribution rules under this Section 8, any distribution made in a form other than a lump sum must be made over one of the following periods (or a combination thereof):

(a) the life of the Participant;

(b) the life of the Participant and a Designated Beneficiary;

(c) a period certain not extending beyond the life expectancy of the Participant; or

(d) a period certain not extending beyond the joint and last survivor life expectancy of the Participant and a Designated Beneficiary.

8.02 **Death of Participant before required distributions begin.** If the Participant dies before required distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(a) **Surviving Spouse is sole Designated Beneficiary.** Unless designated otherwise under AA §10-4, if the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the surviving Spouse may elect to take distributions under the five-year rule (as described in Section 8.06(a) below) or under the life expectancy method. If the life expectancy method applies, distributions to the surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70-1/2, if later.

(b) **Surviving Spouse is not the sole Designated Beneficiary.** Unless designated otherwise under AA §10-4, if the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary may elect to take distributions under the five-year rule (as described in Section 8.06(a) below) or under the life expectancy method. If the life expectancy method applies, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. If the Designated Beneficiary does not elect to commence distributions by December 31 of the calendar year immediately following the calendar year in which the Participant dies, a complete distribution must be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death. See Section 8.06(a) below.

(c) **No Designated Beneficiary.** If there is no Designated Beneficiary as of the date of the Participant's death who remains a Beneficiary as of September 30 of the year immediately following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) **Death of surviving Spouse.** If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to the surviving Spouse begin, this Section 8.02 (other than subsection (a)) will apply as if the surviving Spouse were the Participant.

For purposes of this Section 8.02 and AA §10-4, unless subsection (d) applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (d) applies, distributions are considered to begin on the date distributions are required to begin to the surviving Spouse under subsection (a) above. If distributions under an annuity purchased from an insurance company irrevocably commence to the participant before the Participant's Required Beginning Date (or to the Participant's surviving Spouse before the date distributions are required to begin to the surviving Spouse under subsection (a)), the date distributions are considered to begin is the date distributions actually commence.

8.03 **Required Minimum Distributions during Participant's lifetime.**

(a) **Amount of Required Minimum Distribution for each Distribution Calendar Year.** During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account Balance by the distribution period set forth in the Uniform Lifetime Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

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(2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the Distribution Calendar Year.

(b) **Lifetime Required Minimum Distributions continue through year of Participant's death.** Required Minimum Distributions will be determined under this subsection (b) beginning with the first Distribution Calendar Year and continuing up to, and including, the Distribution Calendar Year that includes the Participant's date of death.

8.04 **Required Minimum Distributions After Participant's Death.**

(a) **Death on or after date required distributions begin.**

(1) **Participant survived by Designated Beneficiary.** If the Participant dies on or after the date required distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining life expectancy is calculated in accordance with the Single Life Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-1, using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving Spouse is calculated using the Single Life Table found in Treas. Reg. §1.401(a)(9)-9, Q&A-1, for each Distribution Calendar Year after the year of the Participant's death using the surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving Spouse's death, the remaining life expectancy of the surviving Spouse is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated under the Single Life Table using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) **No Designated Beneficiary.** If the participant dies on or after the date required distributions begin and there is no Designated Beneficiary as of the Participant's date of death who remains a Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining life expectancy under the Single Life Table calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) **Death before date required distributions begin.**

(1) **Participant survived by Designated Beneficiary.** Unless designated otherwise under AA §10-4, if the Participant dies before the date required distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (a).

(2) **No Designated Beneficiary.** If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of the date of death of the Participant who remains a Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) **Death of surviving Spouse before distributions to surviving Spouse are required to begin.** If the Participant dies before the date distributions begin, the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, and the surviving Spouse dies before distributions are required to begin to the surviving Spouse under Section 8.02(a), this subsection (b) will apply as if the surviving Spouse were the Participant.

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8.05 Definitions.

(a) **Designated Beneficiary.** A Beneficiary designated by the Participant (or the Plan), whose life expectancy may be taken into account to calculate minimum distributions, pursuant to Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-4.

(b) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin pursuant to Section 8.02. The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) **Life expectancy.** For purposes of determining a Participant's Required Minimum Distribution amount, life expectancy is computed using one of the following tables, as appropriate: (1) Single Life Table, (2) Uniform Life Table, or (3) Joint and Last Survivor Table found in Treas. Reg. §1.401(a)(9)-9.

(d) **Account Balance.** For purposes of determining a Participant's Required Minimum Distribution, the Participant's Account Balance is determined based on the Account Balance as of the last Valuation Date in the calendar year immediately preceding the Distribution Calendar Year (the "valuation calendar year") increased by the amount of any contributions or forfeitures allocated to the Account Balance as of dates in the calendar year after the Valuation Date and decreased by distributions made in the calendar year after the Valuation Date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(e) **Required Beginning Date.** Unless designated otherwise under AA §10-4, a Participant's Required Beginning Date under the Plan is April 1 that follows the end of the calendar year in which the later of the following two events occurs:

(1) the Participant attains age 70½ or

(2) the Participant terminates employment.

A Participant may begin in-service distributions prior to his/her Required Beginning Date only to the extent authorized under Section 7.10 and AA §10. However, if this Plan were amended to add the Required Beginning Date rules under this subsection (e), a Participant who attained age 70½ prior to January 1, 1999 (or, if later, January 1 following the date the Plan is first amended to contain the Required Beginning Date rules under this subsection (e)) may receive in-service minimum distributions in accordance with the terms of the Plan in existence prior to such amendment.

8.06 Special Rules.

(a) **Election to apply 5-year rule to required distributions after death.** If the Participant dies before distributions begin and there is a Designated Beneficiary, the Employer may elect under AA §10-4, instead of applying the provisions of Sections 8.02 and 8.04, to require the Participant's entire interest to be distributed to the Designated Beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant's death. If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary and the surviving Spouse dies after the Participant but before distributions to either the Participant or the surviving Spouse begin, this election will apply as if the surviving Spouse were the Participant.

(b) **Election to allow Participants or Beneficiaries to elect 5-year rule.** If a Participant or Designated Beneficiary is permitted under AA §10-4 to elect whether to apply the life expectancy rule under Section 8.02 above or the five year rule under subsection (a), the election must be made no later than the earlier of September 30 of the calendar year in which distribution would be required to begin under Section 8.02 or by September 30 of the calendar year which contains the fifth anniversary of the Participant's (or, if applicable, surviving Spouse's) death. If neither the Participant nor Beneficiary makes an election under this paragraph, distributions will be made in accordance with the five year rule under subsection (a) above.

(c) **Forms of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a lump sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 8.02 and 8.04. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code §401(a)(9) and the regulations.

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(d) **Waiver of Required Minimum Distributions.** For calendar year 2009, the Required Minimum Distribution rules will not apply. In applying the provisions of this Section 8 for the 2009 Distribution Calendar Year,

(1) the Required Beginning Date with respect to any individual shall be determined without regard to this subsection for purposes of applying this paragraph for Distribution Calendar Years after 2009, and

(2) required distributions to a beneficiary upon the death of the Participant shall be determined without regard to calendar year 2009.

A Participant or beneficiary who would have been required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year but for the enactment of Code §401(a)(9)(H) ("2009 RMD"), may elect whether or not to receive the 2009 RMD (or any portion of such distribution). A distribution of the 2009 RMD or a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years, will be treated as an Eligible Rollover Distribution. However, if all or any portion of a distribution during 2009 is treated as an Eligible Rollover Distribution but would not be so treated if the Required Minimum Distribution requirements under this Section 8 had applied during 2009, such distribution shall not be treated as an Eligible Rollover Distribution for purposes of Code §§401(a)(31), 402(f) or 3405(c). (See Notice 2009-82 for transitional rules that apply for purposes of applying the rollover rules to the distribution of 2009 RMDs.)

(e) **Treatment of trust beneficiaries as Designated Beneficiaries.** If a trust is properly named as a Beneficiary under the Plan, the beneficiaries of the trust will be treated as the Designated Beneficiaries of the Participant solely for purposes of determining the distribution period under this Section 8 with respect to the trust's interests in the Participant's vested Account Balance. The beneficiaries of a trust will be treated as Designated Beneficiaries for this purpose only if, during any period during which required minimum distributions are being determined by treating the beneficiaries of the trust as Designated Beneficiaries, the following requirements are met:

(1) the trust is a valid trust under state law, or would be but for the fact there is no corpus;

(2) the trust is irrevocable or will, by its terms, become irrevocable upon the death of the Participant;

(3) the beneficiaries of the trust who are beneficiaries with respect to the trust's interests in the Participant's vested Account Balance are identifiable from the trust instrument; and

(4) the Plan Administrator receives the documentation described in subsection (f)(1) below.

If the foregoing requirements are satisfied and the Plan Administrator receives such additional information as it may request, the Plan Administrator may treat such beneficiaries of the trust as Designated Beneficiaries.

(f) **Special rules applicable to trust beneficiaries.**

(1) **Information that must be supplied to Plan Administrator.**

(i) **Required minimum distribution before death where Spouse is sole beneficiary.** If a Participant designates a trust as the beneficiary of his/her entire benefit and the Participant's Spouse is the sole beneficiary of the trust, the Participant must provide the information under (A) or (B) below to satisfy the information requirements under subsection (e)(4) above.

(A) The Participant must provide to the Plan Administrator a copy of the trust instrument and agree that if the trust instrument is amended at any time in the future, the Participant will, within a reasonable time, provide to the Plan Administrator a copy of each such amendment; or

(B) The Participant must:

(I) provide to the Plan Administrator a list of all of the beneficiaries of the trust (including contingent and remaindermen beneficiaries with a description of the conditions on their entitlement sufficient to establish that the Spouse is the sole beneficiary) for purposes of Code §401(a)(9);

(II) certify that, to the best of the Participant's knowledge, the list under subsection (I) is correct and complete and that the requirements of subsection (e) above are satisfied;

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(III) agree that, if the trust instrument is amended at any time in the future, the Participant will, within a reasonable time, provide to the Plan Administrator corrected certifications to the extent that the amendment changes any information previously certified; and

(IV) agree to provide a copy of the trust instrument to the Plan Administrator upon demand.

(ii) **Required minimum distribution after death.** In order to satisfy the documentation requirement of subsection (e)(4) above for required minimum distributions after the death of the Participant (or Spouse in a case to which Treas. Reg. §.401(a)(9)-3, Q&A-5 applies), the trustee of the trust must satisfy the requirements of subsection (A) or (B) by October 31 of the calendar year immediately following the calendar year in which the Participant died.

(A) The trustee of the trust must:

(I) provide the Plan Administrator with a final list of all beneficiaries of the trust (including contingent and remaindermen beneficiaries with a description of the conditions on their entitlement) as of September 30 of the calendar year following the calendar year of the Participant's death;

(II) certify that, to the best of the trustee's knowledge, the list in subsection (I) is correct and complete and that the requirements of subsection (e) above are satisfied; and

(III) agree to provide a copy of the trust instrument to the Plan Administrator upon demand.

(B) The trustee of the trust must provide the Plan Administrator with a copy of the actual trust document for the trust that is named as a beneficiary of the Participant under the Plan as of the Participant's date of death.

(2) **Relief for discrepancy.** If required minimum distributions are determined based on the information provided to the Plan Administrator in certifications or trust instruments described in subsection (1) above, the Plan will not fail to satisfy Code §401(a)(9) merely because the actual terms of the trust instrument are inconsistent with the information in those certifications or trust instruments previously provided to the Plan Administrator, provided the Plan Administrator reasonably relied on the information provided and the required minimum distributions for calendar years after the calendar year in which the discrepancy is discovered are determined based on the actual terms of the trust instrument.

8.07 **Transitional Rule.** Notwithstanding the other requirements of this Section 8, distribution on behalf of any Employee may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(a) The distribution by the Plan is one that would not have disqualified the Plan under Code §401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(b) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(c) Such designation was in writing, was signed by the Participant or the beneficiary, and was made before January 1, 1984.

(d) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(e) The method of distribution designated by the Participant or the beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the beneficiaries of the Participant listed in order of priority.

A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant, or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections (a) - (e) above.

If a designation is revoked any subsequent distribution must satisfy the requirements of Code §401(a)(9) and the proposed regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must

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distribute by the end of the calendar year following the calendar year in which the revocation occurs the total amount not yet distributed which would have been required to have been distributed to satisfy Code §401(a)(9) and the proposed regulations thereunder, but for the TEFRA §242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life). In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treas. Reg. §1.401(a)(9)-8, Q&A-14 and Q&A-15 shall apply.

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SECTION 9
SPOUSAL CONSENT RULES

9.01 **Application of Joint and Survivor Annuity Rules.** As a Governmental Plan, the Qualified Joint and Survivor Annuity rules under Code §§401(a)(11) and 417 do not apply to the Plan. The Employer may elect to require spousal consent for Plan distributions under AA §9-2(b).

9.02 **Spousal consent.** If the Employer elects under AA §9-2(b) to require spousal consent to a Plan distribution, the Spouse's consent will be required with respect to a distribution as designated in AA §9-2(b). A Spouse's consent, if required, must be provided pursuant to a Qualified Election. For this purpose, a Qualified Election is a written election signed by both the Participant and the Participant's Spouse that specifically acknowledges the effect of the election. The Spouse's consent must be witnessed by a plan representative or notary public. If the Qualified Election permits the Participant to change a payment form or Beneficiary designation without any further consent by the Spouse, the Qualified Election must acknowledge that the Spouse has the right to limit consent to a specific Beneficiary, and a specific form of benefit, as applicable, and that the Spouse voluntarily elects to relinquish either or both of such rights.

9.03 **One-year marriage rule.** The Employer may elect under AA §9-5(b), for purposes of identifying a Beneficiary under Section 7.07(c) and for purposes of applying the spousal consent rules under this Section 9, that an individual will not be considered the surviving Spouse of the Participant if the Participant and the surviving Spouse have not been married for the entire one-year period ending on the date of the Participant's death.

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SECTION 10
PLAN ACCOUNTING AND INVESTMENTS

10.01 **Participant Accounts.** The Plan Administrator will maintain a separate Account for each Participant to reflect the Participant's entire interest under the Plan. The Plan Administrator may maintain any (or all) of the following separate sub-Accounts:

- Employer Contribution Account
- Matching Contribution Account
- After-Tax Employee Contribution Account
- Rollover Contribution Account
- Transfer Account.

In addition, if this Plan qualifies as a Grandfathered 401(k) Arrangement (as designated under AA §2-3 of the Profit Sharing Plan Adoption Agreement), the Plan Administrator may also maintain the following separate Accounts:

- Pre-Tax Salary Deferral Account
- Roth Deferral Account
- Roth Rollover Contribution Account

The Plan Administrator may establish other Accounts, as it deems necessary, for the proper administration of the Plan.

10.02 **Valuation of Accounts.** A Participant's portion of the Trust assets is determined as of each Valuation Date under the Plan. The value of a Participant's Account consists of the fair market value of the Participant's share of the Trust assets. The Trustee must value Plan assets at least annually. The Trustee's determination of the value of Trust assets shall be final and conclusive.

(a) **Periodic valuation.** The Employer may elect under AA §11-1 or may elect operationally to value assets on a periodic basis. The Trustee and the Plan Administrator may adopt reasonable procedures for performing such valuations.

(b) **Daily valuation.** The Employer may elect under AA §11-1 or may elect operationally to value assets on a daily basis. The Plan Administrator may adopt reasonable procedures for performing such valuations. Unless otherwise set forth in the written procedures, a daily valued Plan will have its assets valued at the end of each business day during which the New York Stock Exchange is open. The Plan Administrator has authority to interpret the provisions of this Plan in the context of a daily valuation procedure. This includes, but is not limited to, the determination of the value of the Participant's Account for purposes of Participant loans, distribution and consent rights, and corrective distributions.

(c) **Interim valuations.** The Plan Administrator may request the Trustee to perform interim valuations.

10.03 **Adjustments to Participant Accounts.** Unless the Plan Administrator adopts other reasonable administrative procedures, as of each Valuation Date under the Plan, each Participant's Account is adjusted in the following manner.

(a) **Distributions and forfeitures from a Participant's Account.** A Participant's Account will be reduced by any distributions, forfeitures and other reductions from the Account since the previous Valuation Date.

(b) **Life insurance premiums and dividends.** A Participant's Account will be reduced by the amount of any life insurance premium payments under the Plan made for the benefit of the Participant since the previous Valuation Date. The Account will be credited with any dividends or credits paid on any life insurance policy held by the Trust for the benefit of the Participant.

(c) **Contributions and forfeitures allocated to a Participant's Account.** A Participant's Account will be credited with any contribution, forfeiture or other additions allocated to the Participant since the previous Valuation Date.

(d) **Net income or loss.** A Participant's Account will be adjusted for any net income or loss in accordance with any reasonable procedures that the Plan Administrator may establish. Such procedures may be reflected in a funding agreement governing the applicable investments under the Plan. To the extent the Plan Administrator does not establish separate written procedures, net income or loss will be allocated to Participants' Accounts in accordance with the following provisions.

(1) **Net income or loss attributable to General Trust Account.** To the extent a Participant's Account is invested as part of a General Trust Account, such Account is adjusted for its allocable share of net income or loss experienced by the General Trust Account. The net income or loss of the General Trust Account is allocated to the Participant Accounts in the ratio that each Participant's Account bears to all Accounts, based on the value of each Participant's Account as of the prior Valuation Date, as adjusted in subsections (a) - (c) above. In determining Participant Account Balances as of the prior Valuation Date, the Employer may apply a weighted

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average method that credits each Participant's Account with a portion of the contributions made since the prior Valuation Date. The Plan's investment procedures may designate the specific type(s) of contributions eligible for a weighted allocation of net income or loss and may designate alternative methods for determining the weighted allocation. If the Employer elects to apply a weighted average method, such method will be applied uniformly to all Participant Accounts under the General Trust Account.

(2) **Net income or loss attributable to a Directed Account.** If the Participant or Beneficiary is entitled to direct the investment of all or part of his/her Account (see Section 10.07), the Account (or the portion of the Account which is subject to such direction) will be maintained as a Directed Account, which reflects the value of the directed investments as of any Valuation Date. The assets held in a Directed Account may be (but are not required to be) segregated from the other investments held in the Trust. Net income or loss attributable to the investments made by a Directed Account is allocated to such Account in a manner that reasonably reflects the investment experience of such Directed Account. Where a Directed Account reflects segregated investments, the manner of allocating net income or loss shall not result in a Participant (or Beneficiary) being entitled to distribution from the Directed Account that exceeds the value of such Account as of the date of distribution.

10.04 **Share or unit accounting.** The Plan's investment procedures may provide for share or unit accounting to reflect the value of Accounts, if such method is appropriate for the investments allocable to such Accounts.

10.05 **Suspense accounts.** The Plan's investment procedures also may provide for special valuation procedures for suspense accounts that are properly established under the Plan.

10.06 **Investments under the Plan.**

(a) **Investment options.** The Trustee or other person(s) responsible for the investment of Plan assets is authorized to invest Plan assets in any prudent investment. Investment options include, but are not limited to, the following:

- common and preferred stock or other equity securities (including stock bought and sold on margin);
- corporate bonds;
- open-end or closed-end mutual funds (including funds for which a Volume Submitter Sponsor, Trustee, or affiliate serves as investment advisor or other capacity);
- money market accounts;
- certificates of deposit;
- debentures;
- commercial paper;
- put and call options;
- limited partnerships;
- mortgages;
- U.S. Government obligations, including U.S. Treasury notes and bonds;
- real and personal property having a ready market;
- life insurance or annuity policies;
- commodities;
- savings accounts;
- notes; and
- securities issued by the Trustee and/or its affiliates, as permitted by law.

(b) **Common/collective trusts and collectibles.** Plan assets may also be invested in a common/collective trust fund, or in a group trust fund that satisfies the requirements of IRS Revenue Ruling 81-100 (as modified by Rev. Rul. 2004-67 and Rev. Rul. 2011-1). All of the terms and provisions of any such common/collective trust fund or group trust into which Plan assets are invested are incorporated by reference into the provisions of the Trust for this Plan. No portion of any voluntary, tax deductible Employee contributions being held under the Plan (or any earnings thereon) may be invested in life insurance contracts or, as with any Participant-directed investment, in tangible personal property characterized by the IRS as a collectible.

10.07 **Participant-directed investments.** If the Plan (by election in AA §C-1 or under separate investment procedures) permits Participant direction of investments, each Participant shall have the exclusive right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all or a portion of the amounts allocated to the separate Accounts of the Participant under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted electronically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In

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making any investment of Plan assets, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. Except as otherwise provided in this Plan, neither the Trustee, the Employer, nor any other fiduciary of the Plan will be liable to the Participant for any loss resulting from action taken at the direction of the Participant. (A reference to Participant under this Section 10.07 also applies to any Beneficiary or Alternate Payee eligible to direct investments under the Plan.)

(a) **Limits on participant investment direction.** The Employer may elect under AA §C-1 or under separate investment procedures to limit Participant direction of investment to specific types of contributions or with respect to specific investment options. If Participant investment direction is limited to specific investment options, it shall be the sole and exclusive responsibility of the Employer or Plan Administrator to select the investment options, and the Trustee shall not be responsible for selecting or monitoring such investment options, unless the Trustee has otherwise agreed in writing. In no case may Participants direct that investments be made in collectibles, other than U.S. Government or State issued gold and silver coins. (See Section 10.03(d)(2) for rules regarding allocation of net income or loss to a Directed Account.)

(b) **Failure to direct investment.** If Participant direction of investments is permitted, the Plan Administrator will designate how accounts will be invested in the absence of proper affirmative direction from the Participant. The Plan or Plan Administrator may designate a default fund under the Plan in which the Trustee shall deposit contributions to the Trust on behalf of Participants who have been identified by the Plan Administrator as having not specified investment choices under the Plan. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall immediately notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

(c) **Trustee to follow Participant direction.** To the extent the Plan allows Participant direction of investment, the Trustee is authorized to follow the Participant's written direction (or other form of direction deemed acceptable by the Trustee). A Directed Account will be established for the portion of the Participant's Account that is subject to Participant direction of investment. The Trustee may decline to follow a Participant's investment direction to the extent such direction would:

(1) result in a prohibited transaction;

(2) cause the assets of the Plan to be maintained outside the jurisdiction of the U.S. courts;

(3) jeopardize the Plan's tax qualification;

(4) be contrary to the Plan's governing documents;

(5) cause the assets to be invested in collectibles within the meaning of Code §408(m);

(6) generate unrelated business taxable income; or

(7) result (or could result) in a loss exceeding the value of the Participant's Account.

The Trustee will not be responsible for any loss or expense resulting from a failure to follow a Participant's direction in accordance with the requirements of this paragraph. Participant directions will be processed as soon as administratively practicable following receipt of such directions by the Trustee. The Trustee, Plan Administrator, or Employer will not be liable for a delay in the processing of a Participant direction that is caused by a legitimate business reason (including, but not limited to, a failure of computer systems or programs, failure in the means of data transmission, the failure to timely receive values or prices, or other unforeseen problems outside of the control of the Trustee, Plan Administrator, or Employer).

10.08 **Investment in Life Insurance.** A group or individual life insurance policy purchased by the Plan may be issued on the life of a Participant, a Participant's Spouse, a Participant's child or children, a family member of the Participant, or any other individual with an insurable interest. If this Plan is a money purchase plan, a life insurance policy may only be issued on the life of the Participant. A life insurance policy includes any type of policy, including a second-to-die policy, provided that the holding of a particular type of policy is not prohibited under rules applicable to qualified plans.

Any premiums on life insurance held for the benefit of a Participant will be charged against such Participant's vested Account Balance. Unless directed otherwise, the Plan Administrator will reduce each of the Participant's Accounts under the Plan equally to pay premiums on life insurance held for such Participant's benefit. Any premiums paid for life insurance policies must satisfy the incidental life insurance rules under subsection (a).

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(a) **Incidental Life Insurance Rules.** Any life insurance purchased under the Plan must meet the following requirements:

(1) **Ordinary life insurance policies.** The aggregate premiums paid for ordinary life insurance policies (i.e., policies with both nondecreasing death benefits and nonincreasing premiums) for the benefit of a Participant must be at any time less than 50% of the aggregate amount of Employer Contributions (including Salary Deferrals) and forfeitures that have been allocated to the Account of such Participant.

(2) **Life insurance policies other than ordinary life.** The aggregate premiums paid for term, universal or other life insurance policies (other than ordinary life insurance policies) for the benefit of a Participant shall not at any time exceed 25% of the aggregate amount of Employer Contributions (including Salary Deferrals) and forfeitures that have been allocated to the Account of such Participant.

(3) **Combination of ordinary and other life insurance policies.** The sum of one-half (½) of the aggregate premiums paid for ordinary life insurance policies plus all the aggregate premiums paid for any other life insurance policies for the benefit of a Participant shall not at any time exceed 25% of the aggregate amount of Employer Contributions (including Salary Deferrals) and forfeitures which have been allocated to the Account of such Participant.

(4) **Exception for certain Profit Sharing Plans.** If the Plan is a Profit Sharing Plan, the limitations in this Section do not apply to the extent life insurance premiums are paid only with Employer Contributions and forfeitures that have been accumulated in the Participant's Account for at least two years or are paid with respect to a Participant who has been a Participant for at least five years. For purposes of applying this special limitation, Employer Contributions do not include any Salary Deferrals, QMACs, QNECs or Safe-Harbor Contributions under a 401(k) plan.

(5) **Exception for After-Tax Employee Contributions and Rollover Contributions.** The Plan Administrator also may invest, with the Participant's consent, any portion of the Participant's After-Tax Employee Contribution Account or Rollover Contribution Account in a group or individual life insurance policy for the benefit of such Participant, without regard to the incidental life insurance rules under this Section.

(b) **Ownership of Life Insurance Policies.** The Trustee is the owner of any life insurance policies purchased under the Plan. Any life insurance policy purchased under the Plan must designate the Trustee as owner and beneficiary under the policy. The Trustee will pay all proceeds of any life insurance policies to the Beneficiary of the Participant for whom such policy is held in accordance with the distribution provisions under Section 7. In no event shall the Trustee retain any part of the proceeds from any life insurance policies for the benefit of the Plan.

(c) **Evidence of Insurability.** Prior to purchasing a life insurance policy, the Plan Administrator may require the individual whose life is being insured to provide evidence of insurability, such as a physical examination, as may be required by the Insurer.

(d) **Distribution of Insurance Policies.** Life insurance policies under the Plan, which are held on behalf of a Participant, must be distributed to the Participant or converted to cash upon the later of the Participant's Annuity Starting Date (as defined in Section 1.09) or termination of employment. Any life insurance policies that are held on behalf of a terminated Participant must continue to satisfy the incidental life insurance rules under subsection (a). If a life insurance policy is purchased on behalf of an individual other than the Participant, and such individual dies, the Participant may withdraw any or all life insurance proceeds from the Plan, to the extent such proceeds exceed the cash value of the life insurance policy determined immediately before the death of the insured individual.

(e) **Discontinuance of Insurance Policies.** Investments in life insurance may be discontinued at any time, either at the direction of the Trustee or other fiduciary responsible for making investment decisions. If the Plan provides for Participant direction of investments, life insurance as an investment option may be eliminated at any time by the Plan Administrator. Where life insurance investment options are being discontinued, the Plan Administrator, in its sole discretion, may offer the sale of the insurance policies to the Participant, or to another person, provided that the prohibited transaction exemption requirements prescribed by the Department of Labor are satisfied.

(f) **Protection of Insurer.** An Insurer (as defined in Section 1.58) that issues a life insurance policy under the terms of this Section 10.08, shall not be responsible for the validity of this Plan and shall be protected and held harmless for any actions taken or not taken by the Trustee or any actions taken in accordance with written directions from the Trustee or the Employer (or any duly authorized representatives of the Trustee or Employer). An Insurer shall have no obligation to determine the propriety of any premium payments or to guarantee the proper application of any payments made by the insurance company to the Trustee.

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The Insurer is not and shall not be considered a party to this Plan and is not a fiduciary with respect to the Plan solely as a result of the issuance of life insurance policies under this Section 10.08.

(g) **No Responsibility for Act of Insurer.** Neither the Employer, the Plan Administrator nor the Trustee shall be responsible for the validity of the provisions under a life insurance policy issued under this Section 10.08 or for the failure or refusal by the Insurer to provide benefits under such policy. The Employer, the Plan Administrator and the Trustee are also not responsible for any action or failure to act by the Insurer or any other person which results in the delay of a payment under the life insurance policy or which renders the policy invalid or unenforceable in whole or in part.

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SECTION 11
PLAN ADMINISTRATION AND OPERATION

11.01 **Plan Administrator.** The Employer is the Plan Administrator, unless the Employer designates in writing an alternative Plan Administrator. The Plan Administrator has the responsibilities described in this Section 11.

11.02 **Designation of Alternative Plan Administrator.** The Employer may designate another person or persons as the Plan Administrator by name, by reference to the person or group of persons holding a particular position, by reference to a procedure under which the Plan Administrator is designated, or by reference to a person or group of persons charged with the specific responsibilities of Plan Administrator.

(a) **Acceptance of responsibility by designated Plan Administrator.** If the Employer designates an alternative Plan Administrator, the designated Plan Administrator must accept its responsibilities in writing. The Employer and the designated Plan Administrator jointly will determine the time period for which the alternative Plan Administrator will serve.

(b) **Multiple alternative Plan Administrators.** If the Employer designated more than one person as an alternative Plan Administrator, such Plan Administrators shall act by majority vote, unless the group delegates particular Plan Administrator duties to a specific person.

(c) **Resignation or removal of designated Plan Administrator.** A designated Plan Administrator may resign by delivering a written notice of resignation to the Employer. The Employer may remove a designated Plan Administrator by delivering a written notice of removal. If a designated Plan Administrator resigns or is removed, and no new alternative Plan Administrator is designated, the Employer is the Plan Administrator.

(d) **Employer responsibilities.** If the Employer designates an alternative Plan Administrator, the Employer will provide in a timely manner all appropriate information necessary for the Plan Administrator to perform its duties. This information includes, but is not limited to, Participant compensation data, Employee employment, service and termination information, and other information the Plan Administrator may require. The Plan Administrator may rely on the accuracy of any information and data provided by the Employer.

(e) **Indemnification of Plan Administrator.** The Employer will indemnify, defend and hold harmless the Plan Administrator (including the individual members of any administrative committee appointed by the Employer to handle administrative functions of the Plan or any Employees who have administrative responsibility for the Plan) with respect to any liability, loss, damage or expense resulting from any act or omission (except willful misconduct or gross negligence) in their official capacities in the administration of this Trust or Plan, including attorney, accountant and advisory fees and all other expenses reasonably incurred in their defense.

11.03 **Duties, Powers and Responsibilities of the Plan Administrator.** The Plan Administrator will administer the Plan for the exclusive benefit of the Plan Participants and Beneficiaries, and in accordance with the terms of the Plan. If the terms of the Plan are unclear, the Plan Administrator may interpret the Plan, provided such interpretation is consistent with the rules of Code §40. This right to interpret the Plan is an express grant of discretionary authority to resolve ambiguities in the Plan document and to make discretionary decisions regarding the interpretation of the Plan's terms, including who is eligible to participate under the Plan, and the benefit rights of a Participant or Beneficiary. Unless an interpretation or decision is determined to be arbitrary and capricious, the Plan Administrator will not be held liable for any interpretation of the Plan terms or decision regarding the application of a Plan provision.

(a) **Delegation of duties, powers and responsibilities.** The Plan Administrator may delegate its duties, powers or responsibilities to one or more persons. Such delegation must be in writing and accepted by the person or persons receiving the delegation. The Employer must agree to such delegation by an alternative Plan Administrator.

(b) **Specific Plan Administrator responsibilities.** The Plan Administrator has the general responsibility to control and manage the operation of the Plan. This responsibility includes, but is not limited to, the following:

(1) To interpret and enforce the provisions of the Plan, including those related to Plan eligibility, vesting and benefits;

(2) To communicate with the Trustee and other responsible persons with respect to the crediting of Plan contributions, the disbursement of Plan distributions and other relevant matters;

(3) To develop separate procedures (if necessary) consistent with the terms of the Plan to assist in the administration of the Plan, including the adoption of a separate or modified loan policy (see Section 13), procedures for direction of investment by Participants (see Section 10.07), procedures for determining whether domestic

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relations orders are QDROs, and procedures for the determination of investment earnings to be allocated to Participants' Accounts (see Section 10.03(d));

(4) To maintain all records necessary for tax and other administration purposes;

(5) To furnish and to file all appropriate notices, reports and other information to Participants, Beneficiaries, the Employer, the Trustee and government agencies (as necessary);

(6) To provide information relating to Plan Participants and Beneficiaries;

(7) To retain the services of other persons, including investment managers, attorneys, consultants, advisers and others, to assist in the administration of the Plan;

(8) To review and decide on claims for benefits under the Plan; and

(9) To correct any defect or error in the operation of the Plan;

11.04 Plan Administration Expenses.

(a) **Reasonable Plan administration expenses.** All reasonable expenses related to plan administration will be paid from Plan assets, except to the extent the expenses are paid (or reimbursed) by the Employer. For this purpose, Plan expenses include, but are not limited to, all reasonable costs, charges and expenses incurred by the Trustee in connection with the administration of the Trust (including such reasonable compensation to the Trustee as may be agreed upon from time to time between the Employer or Plan Administrator and the Trustee and any fees for legal services rendered to the Trustee). If liquid assets of the Trust are insufficient to cover the fees of the Trustee or the Plan Administrator, then Trust assets shall be liquidated to the extent necessary for such fees. In the event any part of the Trust becomes subject to tax, all taxes incurred will be paid from the Trust.

(b) **Plan expense allocation.** The Plan Administrator will allocate plan expenses among the accounts of Plan Participants. The Plan Administrator has authority to allocate these expenses either proportionally based on the value of the Account Balances or pro rata based on the number of Participants in the Plan. The Plan Administrator will determine the proper method for allocating expenses in accordance with such reasonable nondiscriminatory rules as the Plan Administrator deems appropriate under the circumstances. Unless the Plan Administrator decides otherwise, the following expenses will be allocated to the Participant's Account relative to which the expense is incurred: distribution expenses, including those relating to lump sums, installments, QDROs, hardship, in-service and required minimum distributions; loan expenses; participant direction expenses, including brokerage fees; and benefit calculations.

(c) **Expenses related to administration of former Employee or surviving Spouse.** If the Plan is making distributions to a former Employee or surviving Spouse, the Plan may charge reasonable Plan administrative expenses to the Account of that former Employee or surviving Spouse, but only if the administrative expenses are on a pro rata basis, Under the pro rata basis, the expenses are based on the amount in each account of a former Employee or surviving Spouse receiving benefits from the Plan. The Plan Administrator may use another reasonable basis for charging the expenses.

11.05 Qualified Domestic Relations Orders (QDROs).

(a) **In general.** Upon receipt of an order which appears to be a QDRO, the Plan Administrator will notify the Participant involved and each Alternate Payee under the order. The Plan Administrator will determine whether the order is a QDRO and will notify each affected individual of such determination. The Plan Administrator may use the default QDRO procedures set forth in subsection (h) below or may develop separate QDRO procedures for administering any QDROs submitted under the Plan.

(b) **Definitions related to Qualified Domestic Relations Orders (QDROs).**

(1) **QDRO**. A QDRO is a domestic relations order that creates or recognizes the existence of an Alternate Payee's right to receive, or assigns to an Alternate Payee the right to receive, all or a portion of the benefits payable with respect to a Participant under the Plan. (See Code §414(p).) The QDRO must contain certain information and meet other requirements described in this Section 11.05.

(2) **Domestic relations order.** A domestic relations order is a judgment, decree, or order (including the approval of a property settlement) that is made pursuant to state domestic relations law (including community property law).

(3) **Alternate Payee.** An Alternate Payee must be a Spouse, former Spouse, child, or other dependent of a Participant.

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(c) **Recognition as a QDRO**. To be a QDRO, an order must be a domestic relations order (as defined in subsection (b)(2) above) that relates to the provision of child support, alimony payments, or marital property rights for the benefit of an Alternate Payee. The Plan Administrator is not required to determine whether the court or agency issuing the domestic relations order had jurisdiction to issue an order, whether state law is correctly applied in the order, whether service was properly made on the parties, or whether an individual identified in an order as an Alternate Payee is a proper Alternate Payee under state law.

Effective April 6, 2007, a domestic relations order otherwise meeting the requirements to be a QDRO shall not fail to be treated as a QDRO solely because:

(1) the order is issued after, or revises, another domestic relations order or QDRO; or

(2) of the time at which the order is issued, including orders issued after the death of the Participant.

Any QDRO described in this Section 11.05 shall be subject to the same requirements and protections which apply to QDROs under Code §414(p)(7).

(d) **Contents of QDRO.** A QDRO must contain the following information:

(1) the name and last known mailing address of the Participant and each Alternate Payee;

(2) the name of each plan to which the order applies;

(3) the dollar amount or percentage (or the method of determining the amount or percentage) of the benefit to be paid to the Alternate Payee; and

(4) the number of payments or time period to which the order applies.

(e) **Impermissible QDRO provisions.**

(1) The order must not require the Plan to provide an Alternate Payee or Participant with any type or form of benefit, or any option, not otherwise provided under the Plan;

(2) The order must not require the Plan to provide for increased benefits (determined on the basis of actuarial value);

(3) The order must not require the Plan to pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO; and

(4) The order must not require the Plan to pay benefits to an Alternate Payee in the form of a Qualified Joint and Survivor Annuity for the lives of the Alternate Payee and his or her subsequent Spouse.

(f) **Immediate distribution to Alternate Payee.** Even if a Participant is not eligible to receive an immediate distribution from the Plan, an Alternate Payee may receive a QDRO benefit immediately in a lump sum, provided such distribution is consistent with the QDRO provisions.

(g) **Fee for QDRO determination.** The Plan Administrator may condition the making of a QDRO determination on the payment of a fee by a Participant or an Alternate Payee (either directly or as a charge against the Participant's Account).

(h) **Default QDRO procedure.** If the Plan Administrator chooses this default QDRO procedure or if the Plan Administrator does not establish a separate QDRO procedure, this subsection (h) will apply as the procedure the Plan Administrator will use to determine whether a domestic relations order is a QDRO. This default QDRO procedure incorporates the requirements set forth below.

(1) **Access to information.** The Plan Administrator will provide access to Plan and Participant benefit information sufficient for a prospective Alternate Payee to prepare a QDRO. Such information might include the summary plan description, other relevant plan documents, and a statement of the Participant's benefit entitlements. The disclosure of this information is conditioned on the prospective Alternate Payee providing to the Plan Administrator information sufficient to reasonably establish that the disclosure request is being made in connection with a domestic relations order.

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(2) **Notifications to Participant and Alternate Payee.** The Plan Administrator will promptly notify the affected Participant and each Alternate Payee named in the domestic relations order of the receipt of the order. The Plan Administrator will send the notification to the address included in the domestic relations order. Along with the notification, the Plan Administrator will provide a copy of the Plan's procedures for determining whether a domestic relations order is a QDRO.

(3) **Alternate Payee representative.** The prospective Alternate Payee may designate a representative to receive copies of notices and Plan information that are sent to the Alternate Payee with respect to the domestic relations order.

(4) **Evaluation of domestic relations order.** Within a reasonable period of time, the Plan Administrator will evaluate the domestic relations order to determine whether it is a QDRO. A reasonable period will depend on the specific circumstances. The domestic relations order must contain the information described in subsection (d). If the order is only deficient in a minor respect, the Plan Administrator may supplement information in the order from information within the Plan Administrator's control or through communication with the prospective Alternate Payee.

(i) **Separate accounting.** Upon receipt of a domestic relations order, the Plan Administrator will separately account for and preserve the amounts that would be payable to an Alternate Payee until a determination is made with respect to the status of the order. During the period in which the status of the order is being determined, the Plan Administrator will take whatever steps are necessary to ensure that amounts that would be payable to the Alternate Payee, if the order were a QDRO, are not distributed to the Participant or any other person. The separate accounting requirement may be satisfied, at the Plan Administrator's discretion, by a segregation of the assets that are subject to separate accounting.

(ii) **Separate accounting until the end of 18 month period.** The Plan Administrator will continue to separately account for amounts that are payable under the QDRO until the end of an 18-month period. The 18-month period will begin on the first date following the Plan's receipt of the order upon which a payment would be required to be made to an Alternate Payee under the order. If, within the 18-month period, the Plan Administrator determines that the order is a QDRO, the Plan Administrator must pay the Alternate Payee in accordance with the terms of the QDRO. If, however, the Plan Administrator determines within the 18-month period that the order is not a QDRO, or, if the status of the order is not resolved by the end of the 18-month period, the Plan Administrator may pay out the amounts otherwise payable under the order to the person or persons who would have been entitled to such amounts if there had been no order. If the order is later determined to be a QDRO, the order will apply only prospectively; that is, the Alternate Payee will be entitled only to amounts payable under the order after the subsequent determination.

(iii) **Preliminary review.** The Plan Administrator will perform a preliminary review of the domestic relations order to determine if it is a QDRO. If this preliminary review indicates the order is deficient in some manner, the Plan Administrator will allow the parties to attempt to correct any deficiency before issuing a final decision on the domestic relations order. The ability to correct is limited to a reasonable period of time.

(iv) **Notification of determination.** The Plan Administrator will notify in writing the Participant and each Alternate Payee of the Plan Administrator's decision as to whether a domestic relations order is a QDRO. In the case of a determination that an order is not a QDRO, the written notice will contain the following information:

(A) references to the Plan provisions on which the Plan Administrator based its decision;

(B) an explanation of any time limits that apply to rights available to the parties under the Plan (such as the duration of any protective actions the Plan Administrator will take); and

(C) a description of any additional material, information, or modifications necessary for the order to be a QDRO and an explanation of why such material, information, or modifications are necessary.

(v) **Treatment of Alternate Payee.** If an order is accepted as a QDRO, the Plan Administrator will act in accordance with the terms of the QDRO as if it were a part of the Plan. Except as designated otherwise under this subsection (v), an Alternate Payee will be considered a Beneficiary under the Plan and be afforded the same rights as a Beneficiary. The Plan Administrator will provide any appropriate

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disclosure information relating to the Plan to the Alternate Payee. In determining the rights of an Alternate Payee, unless designated otherwise under AA §C-4(b), the following rules apply:

(A) **Loans.** An Alternate Payee is not permitted to take a loan from the Plan.

(B) **Death benefits.** If an Alternate Payee dies prior to receiving the entire amount designated under the QDRO, such benefits will be paid in accordance with Section 7.07, treating the Alternate Payee as the Beneficiary. If the Alternate Payee dies without a designated Beneficiary, the benefits will be paid to the Alternate Payee's estate. Any death benefit will be paid in a single sum as soon as administratively feasible after the Alternate Payee's death.

(C) **Direction of investments.** An Alternate Payee has the right to direct the investment of the portion of the Participant's benefit that is segregated for the Alternate Payee's benefit pursuant to a QDRO in the same manner as the Participant.

11.06 **Claims Procedure.** The Plan Administrator may establish procedures for administering benefit claims. Such benefit claims procedures should provide claimants with a reasonable opportunity to have a full and fair review of a denied claim. The Plan Administrator is authorized to conduct an examination of the relevant facts to determine the merits of a Participant's or Beneficiary's claim for Plan benefits. Any claims procedure will incorporate the guidelines under this Section 11.06. To the extent any of the time periods specified in this Section 11.06 are amended by law or Department of Labor regulations, the time frames specified herein shall automatically be changed in accordance with such law or regulation.

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SECTION 12
TRUST PROVISIONS

12.01 **Establishment of Trust.** In conjunction with the establishment of this Plan, the Employer and the Trustee agree to establish and maintain a domestic Trust in the United States consisting of such sums as shall from time to time be paid to the Trustee under the Plan and such earnings, income and appreciation as may accrue thereon. The Trustee shall carry out the duties and responsibilities herein specified, but shall be under no duty to determine whether the amount of any contribution by the Employer or any Participant is in accordance with the terms of the Plan.

The Trust shall be held, invested, reinvested and administered by the Trustee in accordance with the terms of the Plan and this Agreement solely in the interest of Participants and their Beneficiaries and for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan. Except as provided in Section 15.02, no assets of the Plan shall inure to the benefit of the Employer.

12.02 **Types of Trustees.** The Trustee identified in the Trustee Declaration page under the Adoption Agreement shall act either as a Directed Trustee or as a Discretionary Trustee, as designated on the Trustee Declaration page.

(a) **Directed Trustee.** A Directed Trustee is subject to the direction of the Plan Administrator, the Employer, a properly appointed investment manager, or Plan Participant. A Directed Trustee does not have any discretionary authority with respect to the investment of Plan assets. In addition, a Directed Trustee is not responsible for the propriety of any directed investment made pursuant to this Section and shall not be required to consult or advise the Employer regarding the investment quality of any directed investment held under the Plan.

(1) **Delegation of powers.** The Directed Trustee shall be advised in writing regarding the retention of investment powers by the Employer or the appointment of an investment manager with power to direct the investment of Plan assets. Any such delegation of investment powers will remain in force until such delegation is revoked or amended in writing. The Employer is deemed to have retained investment powers under this subsection to the extent the Employer directs the investment of Participant Accounts for which affirmative investment direction has not been received.

(2) **Direction of Trustee.** Any investment direction shall be made in writing by the Employer, investment manager, as applicable. A Directed Trustee must act solely in accordance with the direction of the Plan Administrator, the Employer, any employees or agents of the Employer, a properly appointed investment manager or other authorized person, or Plan Participants. (See Section 10.07 for a discussion of the Trustee's responsibilities with regard to Participant directed investments.)

(3) **Restriction on Trustee.** The Employer may direct the Directed Trustee to invest in any media in which the Trustee may invest, as described in Section 12.03(b). However, the Employer may not borrow from the Trust or pledge any of the assets of the Trust as security for a loan to itself; buy property or assets from or sell property or assets to the Trust; charge any fee for services rendered to the Trust; or receive any services from the Trust on a preferential basis.

(b) **Discretionary Trustee.** A Discretionary Trustee has exclusive authority and discretion with respect to the investment, management or control of Plan assets. Notwithstanding a Trustee's designation as a Discretionary Trustee, a Trustee's discretion is limited, and the Trustee shall be considered a Directed Trustee, to the extent the Trustee is subject to the direction of the Plan Administrator, the Employer, a properly appointed investment manager, under an agreement between the Plan Administrator and the Trustee. A Trustee also is considered a Directed Trustee to the extent the Trustee is subject to investment direction of Plan Participants. (See Section 10.07 for a discussion of the Trustee's responsibilities with regard to Participant-directed investments.)

12.03 **Responsibilities of the Trustee.** In addition to the powers, rights and responsibilities enumerated under this Section, the Trustee has all powers necessary to carry out its duties in a prudent manner. The Trustee's powers, rights and responsibilities may be modified, supplemented or limited by a separate trust agreement, investment policy, funding agreement, or other binding document entered into between the Trustee and the Plan Administrator or Employer. Such binding document must designate the Trustee's responsibilities with respect to the Plan. A separate trust agreement, investment policy, funding agreement, or other binding document must be consistent with the terms of this Plan and must comply with all qualification requirements under the Code and regulations. To the extent the exercise of any power, right or responsibility is subject to discretion, such exercise by a Directed Trustee must be made at the direction of the Plan Administrator, the Employer, an investment manager, or Plan Participant.

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(a) **Responsibilities regarding administration of Trust.**

(1) The Trustee, the Employer and the Plan Administrator shall each discharge their assigned duties and responsibilities under this Agreement and the Plan solely in the interest of Participants and their Beneficiaries in the following manner:

(i) for the exclusive purpose of providing benefits to Participants and their Beneficiaries and defraying reasonable expenses of administering the Plan;

(ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

(iii) by diversifying the available investments under the Plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

(2) The Trustee will receive all contributions, earnings and other amounts made to and under the terms of the Plan. The Trustee is not obligated in any manner to ensure that such amounts are correct in amount or that such amounts comply with the terms of the Plan or the Code. The Trustee is not liable for the manner in which such amounts are deposited or the allocation between Participant's Accounts, to the extent the Trustee follows the written direction of the Plan Administrator or Employer.

(3) The Trustee will make distributions from the Trust in accordance with the written directions of the Plan Administrator or other authorized representative. To the extent the Trustee follows such written direction, the Trustee is not obligated in any manner to ensure a distribution complies with the terms of the Plan, that a Participant or Beneficiary is entitled to such a distribution, or that the amount distributed is proper under the terms of the Plan. If there is a dispute as to a payment from the Trust, the Trustee may decline to make payment of such amounts until the proper payment of such amounts is determined by a court of competent jurisdiction, or the Trustee has been indemnified to its satisfaction.

(4) The Trustee may employ agents, attorneys, accountants and other third parties to provide counsel on behalf of the Plan, where the Trustee deems advisable. The Trustee may reimburse such persons from the Trust for reasonable expenses and compensation incurred as a result of such employment. The Trustee shall not be liable for the actions of such persons, provided the Trustee acted prudently in the employment and retention of such persons. In addition, the Trustee will not be liable for any actions taken as a result of good faith reliance on the advice of such persons.

(5) The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Trustee or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

(6) Except as provided in Section 15.02, at no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries under the Plan shall any part of the corpus or income of the Fund be used for, or diverted to, purposes other than for the exclusive benefit of Participants or their Beneficiaries, or for defraying reasonable expenses of administering the Plan.

(b) **Responsibilities regarding investment of Plan assets.**

(1) The Trustee shall be responsible for holding the assets of the Trust in accordance with the provisions of this Plan.

(2) The Trustee may invest and reinvest, manage and control the Plan assets in a manner that is consistent with the Plan's funding policy and investment objectives of the Plan. The Trustee may invest in any investment, as authorized under this subsection (b), which the Trustee deems advisable and prudent, subject to the proper written direction of the Plan Administrator, the Employer, a properly appointed investment manager, or a Plan Participant. The Trustee is not liable for the investment of Plan assets to the extent the Trustee is following the proper direction of the Plan Administrator, the Employer, a Participant, an Investment manager, or other person or persons duly appointed by the Employer to provide investment direction. In addition, the Trustee does not guarantee the Trust in any manner against investment loss or depreciation in asset value, or guarantee the adequacy of the Trust to meet and discharge any or all liabilities of the Plan.

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(3) The Trustee may hold any securities or other property in the name of the Trustee or in the name of the Trustee's nominee, and may hold any investments in bearer form, provided the books and records of the Trustee at all times show such investment to be part of the Trust.

(4) The Trustee may retain such portion of the Plan assets in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon.

(5) The Trustee may collect and receive any and all moneys and other property due the Plan and to settle, compromise, or submit to arbitration any claims, debts, or damages with respect to the Plan, and to commence or defend on behalf of the Plan any lawsuit, or other legal or administrative proceedings.

(6) The Trustee may pay expenses out of Plan assets as necessary to administer the Trust and as authorized under the Plan.

(7) The Trustee may borrow or raise money on behalf of the Plan in such amount, and upon such terms and conditions, as the Trustee deems advisable. The Trustee may issue a promissory note as Trustee to secure the repayment of such amounts and may pledge all, or any part, of the Trust as security.

(8) The Trustee is authorized to execute, acknowledge and deliver all documents of transfer and conveyance, receipts, releases, and any other instruments that the Trustee deems necessary or appropriate to carry out its powers, rights and duties hereunder.

(9) The Trustee, upon the written direction of the Plan Administrator, is authorized to enter into a transfer agreement with the Trustee of another qualified retirement plan and to accept a transfer of assets from such retirement plan on behalf of any Employee of the Employer. The Trustee is also authorized, upon the written direction of the Plan Administrator, to transfer some or all of a Participant's vested Account Balance to another qualified retirement plan on behalf of such Participant. A transfer agreement entered into by the Trustee does not affect the Plan's status as a Volume Submitter Plan.

(10) If the Employer maintains more than one Plan, the assets of such Plans may be commingled for investment purposes. The Trustee must separately account for the assets of each Plan. A commingling of assets does not cause the Trusts maintained with respect to the Employer's Plans to be treated as a single Trust, except as provided in a separate document authorized in the first paragraph of this Section 12.03.

(11) If the Trustee is a bank or similar financial institution, the Trustee is authorized to invest in any type of deposit of the Trustee (including its own money market fund) at a reasonable rate of interest.

(12) The Trustee is authorized to invest Plan assets in a common/collective trust fund, or in a group trust fund that satisfies the requirements of IRS Revenue Ruling 81-100, as clarified by Revenue Ruling 2004-67. All of the terms and provisions of any such common/collective trust fund or group trust into which Plan assets are invested are incorporated by reference into the provisions of the Trust for this Plan. The assets in a group trust may be pooled with the assets of a custodial account under Code §403(b)(7), a retirement income account under Code §403(b)(9), and Code §401(a)(24) governmental plans without affecting the tax status of the group trust, subject to the requirements under Rev. Rul. 2011-1 (as modified by Notice 2012-6).

12.04 **Responsibilities of the Employer.** The Employer will provide to the Trustee written notification of the appointment of any person or persons as Plan Administrator or investment manager and the names, titles and authorities of any individuals who are authorized to act on behalf of such persons. The Trustee shall be entitled to rely upon such information until it receives written notice of a change in such appointments or authorizations.

The Employer may authorize the Trustee to enter into a merger agreement with the Trustee of another plan to effect such merger or consolidation. A merger agreement entered into by the Trustee is not part of this Plan and does not affect the assets transferred to this Plan from another plan.

12.05 **Effect of Plan Amendment.** Any amendment that affects the rights, duties or responsibilities of the Trustee or Plan Administrator may only be made with the Trustee's or Plan Administrator's written consent. Any amendment to the Plan must be in writing and a copy of the resolution (or similar instrument) setting forth such amendment (with the applicable effective date of such amendment) must be delivered to the Trustee.

12.06 **More than One Trustee.** If the Plan has more than one person acting as Trustee, the Trustees may allocate the Trustee responsibilities by mutual agreement. The Trustees may agree to make decisions by a majority vote or may permit any one of the Trustees to make any decision, undertake any action or execute any documents affecting this Trust without the approval of

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the remaining Trustees. The Trustees may agree to the allocation of responsibilities in a separate trust agreement or other binding document.

12.07 **Annual Valuation.** The Plan assets will be valued at least on an annual basis. The Employer may designate more frequent Valuation Dates under AA §11-1. Notwithstanding any election under AA §11-1, the Trustee and Plan Administrator may agree to value the Trust on a more frequent basis, and/or to perform an interim valuation of the Trust.

12.08 **Reporting to Plan Administrator and Employer.** Within a reasonable time after the end of each Plan Year or within a reasonable time after its removal or resignation, the Trustee shall file with the Plan Administrator a written account of the administration of the Trust showing all transactions effected by the Trustee from the last preceding accounting to the end of such Plan Year or date of removal or resignation. The accounting will include a statement of cash receipts, disbursements and other transactions effected by the Trustee since the date of its last accounting, and such further information as the Trustee and/or Employer deems appropriate. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Trustee shall have a reasonable time following its receipt of a written disapproval from the Employer to provide the Employer with a written explanation of the terms in question. If the Employer again disapproves of the accounting, the Trustee may file its accounting with a court of competent jurisdiction for audit and adjudication.

12.09 **Reasonable Compensation.** The Trustee shall be paid reasonable compensation in an amount agreed upon by the Plan Administrator and Trustee. The Trustee also will be reimbursed for any reasonable expenses or fees incurred in its function as Trustee. An individual Trustee who is already receiving full-time pay as an Employee of the Employer may not receive any additional compensation for services as Trustee. The Plan will pay the reasonable compensation and expenses incurred by the Trustee, unless the Employer pays such compensation and expenses. Any compensation or expense paid directly by the Employer to the Trustee is not an Employer Contribution to the Plan.

12.10 **Resignation and Removal of Trustee.** The Trustee may resign at any time by delivering to the Employer a written notice of resignation at least thirty (30) days prior to the effective date of such resignation, unless the Employer consents in writing to a shorter notice period. The Employer and Trustee may agree to a longer notification period prior to the resignation of the Trustee The Employer may remove the Trustee at any time, with or without cause, by delivering written notice to the Trustee at least 30 days prior to the effective date of such removal. The Employer may remove the Trustee upon a shorter written notice period if the Employer reasonably determines such shorter period is necessary to protect Plan assets or to ensure the Plan is being operated for the exclusive benefit of Participants and their Beneficiaries. Upon the resignation, removal, death or incapacity of a Trustee, the Employer may appoint a successor Trustee which, upon accepting such appointment, will have all the powers, rights and duties conferred upon the preceding Trustee. In the event there is a period of time following the effective date of a Trustee's removal or resignation before a successor Trustee is appointed, the Employer is deemed to be the Trustee. During such period, the Trust continues to be in existence and legally enforceable, and the assets of the Plan shall continue to be protected by the provisions of the Trust.

12.11 **Indemnification of Trustee.** Except to the extent that it is judicially determined that the Trustee has acted with gross negligence or willful misconduct, the Employer shall indemnify the Trustee (whether or not the Trustee has resigned or been removed) against any liabilities, losses, damages, and expenses, including attorney, accountant, and other advisory fees, incurred as a result of:

(a) any action of the Trustee taken in good faith in accordance with any information, instruction, direction, or opinion given to the Trustee by the Employer, the Plan Administrator, investment manager, or legal counsel of the Employer, or any person or entity appointed by any of them and authorized to give any information, instruction, direction, or opinion to the Trustee;

(b) the failure of the Employer, the Plan Administrator, investment manager, or any person or entity appointed by any of them to make timely disclosure to the Trustee of information which any of them or any appointee knows or should know if it acted in a reasonably prudent manner; or

(c) any breach of fiduciary duty by the Employer, the Plan Administrator, investment manager, or any person or entity appointed by any of them, other than such a breach which is caused by any failure of the Trustee to perform its duties under this Trust.

12.12 **Liability of Trustee.** The duties and obligations of the Trustee shall be limited to those expressly imposed upon it by this Plan document and Trust or as subsequently agreed upon by the parties. Responsibility for administrative duties required under the Plan or applicable law not expressly imposed upon or agreed to by the Trustee shall rest solely with the Plan Administrator and the Employer.

The Employer agrees that the Trustee shall have no liability with regard to the investment or management of illiquid Plan assets transferred from a prior Trustee, and shall have no responsibility for investments made before the transfer of Plan assets to it, or

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for the viability or prudence of any investment made by a prior Trustee, including those represented by assets now transferred to the custody of the Trustee, or for any dealings whatsoever with respect to Plan assets before the transfer of such assets to the Trustee. The Employer shall indemnify and hold the Trustee harmless for any and all claims, actions or causes of action for loss or damage, or any liability whatsoever relating to the assets of the Plan transferred to the Trustee by any prior Trustee of the Plan, including any liability arising out of or related to any act or event, including prohibited transactions, occurring prior to the date the Trustee accepts such assets, including all claims, actions, causes of action, loss, damage, or any liability whatsoever arising out of or related to that act or event, although that claim, action, cause of action, loss, damage, or liability may not be asserted, may not have accrued, or may not have been made known until after the date the Trustee accepts the Plan assets. Such indemnification shall extend to all applicable periods, including periods for which the Plan is retroactively restated to comply with any tax law or regulation.

12.13 **Appointment of Custodian.** The Plan Administrator may appoint a Custodian to hold all or any portion of the Plan assets. A Custodian has the powers, rights and responsibilities similar to those of a Directed Trustee. The Custodian will be protected from any liability with respect to actions taken pursuant to the direction of the Trustee, Plan Administrator, the Employer, an investment manager, or other third party with authority to provide direction to the Custodian. The Custodian may designate its acceptance of the responsibilities and obligations described under this Plan document by executing the Trustee Declaration Page. The Employer also may enter into a separate agreement with the Custodian. Such separate agreement must be consistent with the responsibilities and obligations set forth in this Plan document. If there is no Custodian that will be executing the Trustee Declaration, the provisions of the Trustee Declaration addressing the Custodian (i.e., the Custodian signature provisions) may be removed from the Trustee Declaration Page.

12.14 **Modification of Trust Provisions.** The Employer may amend the administrative trust or custodial provisions under this Plan (such as provisions relating to investments and the duties of trustees), provided the amended provisions are not in conflict with any other provision of the Plan and do not cause the Plan to fail to qualify under Code §401(a). The Employer may document any amendment modifying the trust or custodial provisions under this Plan or other overriding language in an Addendum to the Adoption Agreement.

12.15 **Custodial Accounts, Annuity Contracts and Insurance Contracts.** As provided under Code §401(f), a custodial account, an annuity contract or a contract issued by an Insurer is treated as a qualified trust under the Plan if (i) the custodial account or contract would, except for the fact that it is not a trust, constitute a qualified trust under Code §401(a) and (ii) in the case of a custodial account the assets thereof are held by a bank (as defined in Code §408(n)) or another person who demonstrates to the IRS that the manner in which the assets are held are consistent with the requirements of Code §401(a).

No insurance contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Employer and the Insurer provides that: (1) no value under contracts providing benefits under the Plan or credits determined by the Insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer because of a mistake of fact must be returned to the Employer within one year of the contribution.

If this Plan is funded by individual contracts that provide a Participant's benefit under the Plan, such individual contracts shall constitute the Participant's Account Balance. If this Plan is funded by group contracts, under the group annuity or group insurance contract, premiums or other consideration received by the insurance company must be allocated to Participants' accounts under the Plan.

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SECTION 13
PARTICIPANT LOANS

13.01 **Availability of Participant Loans.** The Employer may elect under Appendix B of the Adoption Agreement to permit Participants to take loans from their vested Account Balance under the Plan. Participant loans may be treated as a segregated investment on behalf of each individual Participant for whom the loan is made or may be treated as a general investment of the Plan. If the Employer elects to permit loans under the Plan, the Employer may elect to use the default loan policy under this Section 13, as modified under Appendix B of the Adoption Agreement, or an outside loan policy for purposes of administering Participant loans under the Plan. If a separate written loan policy is adopted, the terms of such separate loan policy will control over the terms of this Plan with respect to the administration of any Participant loans. Any separate written loan policy must satisfy the requirements under Code §72(p) and the regulations thereunder.

To receive a Participant loan, a Participant must sign a promissory note along with a pledge or assignment of the portion of the Account Balance used for security on the loan. The loan will be evidenced by a legally enforceable agreement which specifies the amount and term of the loan, and the repayment schedule.

13.02 **Must be Available in Reasonably Equivalent Manner.** Participant loans must be made available to Participants in a reasonably equivalent manner. The Employer may elect under AA §B-7 to limit the availability of Participant loans to specified events. For example, the availability of Participant loans may be limited to the occurrence of a hardship event as described in Section 7.10(e)(1)(i).

13.03 **Loan Limitations.** A Participant loan may not be made to the extent such loan (when added to the outstanding balance of all other loans made to the Participant) exceeds the lesser of:

(a) $50,000 (reduced by the excess, if any, of the Participant's highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which such loan is made, over the Participant's outstanding balance of loans from the Plan as of the date such loan is made) or

(b) one-half (½) of the Participant's vested Account Balance, determined as of the Valuation Date coinciding with or immediately preceding such loan, adjusted for any contributions or distributions made since such Valuation Date.

If so elected under AA §B-4, a Participant may take a loan equal to the greater of $10,000 or 50% of the Participant's vested Account Balance. However, if a Participant takes a loan in excess of 50% of the Participant's vested Account Balance, such loan is still subject to the adequate security requirements under Section 13.06.

In applying the limitations under this Section 13.03, all plans maintained by the Employer are aggregated and treated as a single plan. In addition, any assignment or pledge of any portion of the Participant's interest in the Plan and any loan, pledge, or assignment with respect to any insurance contract purchased under the Plan will be treated as loan under this Section.

13.04 **Limit on Amount and Number of Loans.** Unless elected otherwise under AA §B-5 and/or AA §B-6, or under a separate written loan policy, a Participant may not receive a Participant loan of less than $1,000 nor may a Participant have more than one Participant loan outstanding at any time.

(a) **Loan renegotiation.** Unless designated otherwise under AA §B-15, a Participant may be permitted to renegotiate a loan without violating the one outstanding loan requirement to the extent such renegotiated loan is a new loan (i.e., the renegotiated loan separately satisfies the reasonable interest rate requirement under Section 13.05, the adequate security requirement under Section 13.06, and the periodic repayment requirement under Section 13.07) and the renegotiated loan does not exceed the limitations under Section 13.03 above, treating both the replaced loan and the renegotiated loan as outstanding at the same time. However, if the term of the renegotiated loan does not end later than the original term of the replaced loan, the replaced loan may be ignored in applying the limitations under Section 13.03 above.

(b) **Participant must be creditworthy.** The Plan Administrator may refuse to make a loan to any Participant who is determined to be not creditworthy. For this purpose, a Participant is not creditworthy if, based on the facts and circumstances, it is reasonable to believe that the Participant will not repay the loan. A Participant who has defaulted on a previous loan from the Plan and has not repaid such loan (with accrued interest) at the time of any subsequent loan will be treated as not creditworthy until such time as the Participant repays the defaulted loan (with accrued interest).

13.05 **Reasonable Rate of Interest.** All Participant loans will be charged a reasonable rate of interest. Alternative methods for determining a reasonable rate of interest may be identified under AA §B-7 or under a separate written loan policy. The interest rate assumptions must be periodically reviewed to ensure the interest rate charged on Participant loans is reasonable.

If a Participant is in military service while he/she has an outstanding Participant loan, the applicable interest charged on such loan during the period while the Participant is in military service will not exceed 6% per year provided the Participant provides

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written notice and a copy of his/her call-up or extension orders to the Plan Administrator within 180 days following the Participant's termination or release from military service. For this purpose, military service is as defined in the Soldier's and Sailor's Civil Relief Act of 1940 as modified by the Servicemembers Civil Relief Act of 2003. The Participant may voluntarily waive this 6% interest limitation and the Plan Administrator may petition the court to retain the original interest rate if the ability to repay is not affected by the Participant's activation to military duty.

13.06 **Adequate Security.** All Participant loans must be adequately secured. The Participant's vested Account Balance shall be used as security for a Participant loan provided the outstanding balance of all Participant loans made to such Participant does not exceed 50% of the Participants vested Account Balance, determined immediately after the origination of each loan,. The Plan Administrator (with the consent of the Trustee) may require a Participant to provide additional collateral to receive a Participant loan if the Plan Administrator determines such additional collateral is required to protect the interests of Plan Participants. A separate loan policy or written modifications to this loan policy may prescribe alternative rules for obtaining adequate security.

13.07 **Periodic Repayment.** A Participant loan must provide for level amortization with payments to be made not less frequently than quarterly. A Participant loan must be payable within a period not exceeding five (5) years from the date the Participant receives the loan from the Plan, unless the loan is for the purchase of the Participant's principal residence, in which case the loan may be payable within ten (10) years or such longer period that is commensurate with the repayment period permitted by commercial lenders for similar loans. Loan repayments must be made through payroll withholding, except to the extent the Plan Administrator determines payroll withholding is not practical given the level of a Participant's wages, the frequency with which the Participant is paid, or other circumstances.

(a) **Leave of absence.** A Participant with an outstanding Participant loan may suspend loan payments to the Plan for up to 12 months for any period during which the Participant's pay is insufficient to fully repay the required loan payments. Upon the Participant's return to employment (or after the end of the 12-month period, if earlier), the Participant's outstanding loan will be reamortized over the remaining period of such loan to make up for the missed payments. The reamortized loan may extend beyond the original loan term so long as the loan is paid in full by whichever of the following dates comes first:

(1) the date which is five (5) years from the original date of the loan (or the end of the suspension, if sooner), or

(2) the original loan repayment deadline (or the end of the suspension period, if later) plus the length of the suspension period.

(b) **Military leave.** A Participant with an outstanding Participant loan also may suspend loan payments for any period such Participant is on military leave, in accordance with Code §414(u)(4). Upon the Participant's return from military leave (or the expiration of five years from the date the Participant began his/her military leave, if earlier), loan payments will recommence under the amortization schedule in effect prior to the Participant's military leave, without regard to the five-year maximum loan repayment period. Alternatively, the loan may be reamortized to require a different level of loan payment, as long as the amount and frequency of such payments are not less than the amount and frequency under the amortization schedule in effect prior to the Participant's military leave.

13.08 **Designation of Accounts.** A Participant loan will be treated as a segregated investment on behalf of the individual Participant for whom the loan is made or may be treated as a general investment of the Plan. Unless designated otherwise under AA §B-9 or under a separate loan procedure, loan amounts may be taken from any available contribution source under the Plan .The Plan Administrator may determine the contribution sources from which a loan is taken or may follow directions of the Participant.

Each payment of principal and interest paid by a Participant on his/her Participant loan shall be credited to the same Participant Accounts and investment funds within such Accounts from which the loan was taken.

13.09 **Procedures for Loan Default.** A Participant will be considered to be in default with respect to a loan if any scheduled repayment with respect to such loan is not made by the end of the calendar quarter following the calendar quarter in which the missed payment was due. The Employer may apply a shorter cure period under AA §B-11.

If a Participant defaults on a Participant loan, the Plan may not offset the Participant's Account Balance until the Participant is otherwise entitled to an immediate distribution of the portion of the Account Balance which will be offset and such amount being offset is available as security on the loan, pursuant to Section 13.06. For this purpose, a loan default is treated as an immediate distribution event to the extent the law does not prohibit an actual distribution of the type of contributions which would be offset as a result of the loan default). The Participant may repay the outstanding balance of a defaulted loan (including accrued interest through the date of repayment) at any time.

Pending the offset of a Participant's Account Balance following a defaulted loan, the following rules apply to the amount in default.

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(a) Interest continues to accrue on the amount in default until the time of the loan offset or, if earlier, the date the loan repayments are made current or the amount is satisfied with other collateral.

(b) A subsequent offset of the amount in default is not reported as a taxable distribution, except to the extent the taxable portion of the default amount was not previously reported by the Plan as a taxable distribution.

(c) The post-default accrued interest included in the loan offset is not reported as a taxable distribution at the time of the offset.

A separate loan policy or written modifications to this loan policy may modify the procedures for determining a loan default.

13.10 Termination of Employment.

(a) **Offset of outstanding loan.** Unless elected otherwise under AA §B-13, a Participant loan becomes due and payable in full immediately upon the Participant's termination of employment. Upon a Participant's termination, the Participant may repay the entire outstanding balance of the loan (including any accrued interest) within a reasonable period following termination of employment. If the Participant does not repay the entire outstanding loan balance, the Participant's vested Account Balance will be reduced by the remaining outstanding balance of the loan to the extent such Account Balance is available as security on the loan, pursuant to Section 13.06, and the remaining vested Account Balance will be distributed in accordance with the distribution provisions under Section 7. If the outstanding loan balance of a deceased Participant is not repaid, the outstanding loan balance shall be treated as a distribution to the Participant and shall reduce the death benefit amount payable to the Beneficiary under Section 7.07.

(b) **Direct Rollover.** Unless elected otherwise under AA §B-14, upon termination of employment, a Participant may request a Direct Rollover of the loan note (provided the distribution is an Eligible Rollover Distribution as defined in Section 7.04(a)(1)) to another qualified plan which agrees to accept a Direct Rollover of the loan note. A Participant may not engage in a Direct Rollover of a loan to the extent the Participant has already received a deemed distribution with respect to such loan. (See the rules regarding deemed distributions upon a loan default under Section 13.09.)

13.11 Amendment of Plan to Eliminate Participant Loans. The Plan may be amended at any time to eliminate Participant loans on a prospective basis. However, the elimination of a Participant loan feature may not result in the acceleration of payment of any existing Participant loans, unless the terms of the Participant loan permit such acceleration.

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SECTION 14
PLAN AMENDMENTS, TERMINATION, MERGERS AND TRANSFERS

14.01 Plan Amendments.

(a) **Amendment by the Volume Submitter practitioner.** The Volume Submitter practitioner may amend the Plan on behalf of all adopting Employers, including those Employers who adopt the Plan prior to or after the amendment, for changes in the Code, regulations, revenue rulings, and other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments will be applied to all Employers who have adopted the Plan.

However, for purposes of reliance on an advisory or determination letter, the Volume Submitter practitioner will no longer have the authority to amend the Plan on behalf of any adopting Employer as of either:

(1) the date the Employer amends the Plan to incorporate a type of plan that is not permitted under the Volume Submitter program, as described in section 6.03 of Rev. Proc. 2011-49, or

(2) the date the IRS notifies the Employer, in accordance with section 24.03 of Rev. Proc. 2011-49, that the Plan is an individually designed plan due to the nature and extent of Employer amendments to the Plan.

If the Employer is required to obtain a determination letter for any reason in order to maintain reliance on the Favorable IRS Letter, the Volume Submitter practitioner's authority to amend the Plan on behalf of the adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Volume Submitter practitioner will maintain, or have maintained on its behalf, a record of the Employers that have adopted the Plan, and the Volume Submitter practitioner will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary.

(b) **Amendment by the Employer.** The Employer shall have the right at any time to amend the Adoption Agreement in the following manner without affecting the Plan's status as a Volume Submitter Plan. (The ability to amend the Plan as authorized under this subsection (b) applies only to the Employer that executes the Employer Signature Page of the Adoption Agreement. Any amendment to the Plan by the Employer under this subsection (b) also applies to any other Employer that participates under the Plan as a Participating Employer.)

(1) The Employer may change any optional selections under the Adoption Agreement.

(2) The Employer may add overriding language to the Adoption Agreement when such language is necessary to satisfy Code §415 because of the required aggregation of multiple plans.

(3) The Employer may change the administrative selections under Appendix C of the Adoption Agreement by replacing the appropriate page(s) within the Adoption Agreement. Such amendment does not require reexecution of the Employer Signature Page of the Adoption Agreement.

(4) The Employer may amend administrative provisions of the trust or custodial document, including the name of the Plan, Employer, Trustee or Custodian, Plan Administrator and other fiduciaries, the trust year, and the name of any pooled trust in which the Plan's trust will participate.

(5) The Employer may add certain sample or model amendments published by the IRS which specifically provide that their adoption will not cause the Plan to be treated as an individually designed plan.

(6) The Employer may add or change provisions permitted under the Plan and/or specify or change the effective date of a provision as permitted under the Plan.

(7) The Employer may adopt any amendments that it deems necessary to satisfy the requirements for resolving qualification failures under the IRS' compliance resolution programs.

The Employer may amend the Plan at any time for any other reason. If such amendment is not deemed to be significant, the Plan will not lose its status as a Volume Submitter Plan. However, if the Employer modifies the language of the Plan or Adoption Agreement (other than the completion of optional selections (e.g., Describe lines), the Employer will not be able to rely on the Favorable IRS Letter issued with respect to the Plan and will need to submit the Plan to the IRS for a favorable determination letter to retain reliance. If an amendment to the Plan is deemed significant, such

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amendment could cause the Plan to lose its status as a Volume Submitter Plan and become an individually designed plan.

(c) **Method of amendment.** An amendment to the Plan may be adopted as a modification to the Adoption Agreement and/or Basic Plan Document or as a separate snap-on amendment. An amendment to the Plan may be adopted as part of a properly executed board resolution. Any such amendment must be executed by the board of directors or a duly authorized officer of the Employer (if the Employer is a corporation or other similarly organized business entity), by a general partner or member of the Employer (if the Employer is a partnership or limited liability company), or by a sole proprietor (if the Employer is a sole proprietorship).

(d) **Effective date of Plan Amendments.** If the Plan is restated or amended, such restatement or amendment is generally effective as of the Effective Date of the restatement or amendment (as designated on the Employer Signature Page with respect to such amendment), except where the context indicates a reference to an earlier Effective Date. The Employer may designate special effective dates for individual provisions under the Plan where provided in the Adoption Agreement or under Appendix A of the Adoption Agreement.

(1) **Retroactive Effective Date.** If the Plan is amended retroactively (e.g., to add language required to comply with IRS guidance or law), the provisions of this Plan generally override the provisions of any prior Plan. However, if the provisions of this Plan are different from the provisions of the Employer's prior plan and, after the retroactive Effective Date of this Plan, the Employer operated in compliance with the provisions of the prior plan, the provisions of such prior plan are incorporated into this Plan for purposes of determining whether the Employer operated the Plan in compliance with its terms, provided operation in compliance with the terms of the prior plan do not violate any qualification requirements under the Code, regulations, or other IRS guidance.

(2) **Retroactive effect of PPA, HEART and WRERA provisions.** This Plan is designed to comply with the Code, regulations, and general guidance applicable to qualified retirement plans, including the provisions of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance And Relief Tax Act Of 2008 (HEART Act), and the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA). If this Plan is being restated or amended to comply with the provisions of PPA, HEART and/or WRERA, the Plan contains special effective dates that apply with respect to such provisions. If the Plan is being restated within the remedial amendment period for retroactive compliance with the PPA, HEART and WRERA provisions, the special effective dates for such provisions (as described below) will apply, even if such special effective dates precede the Effective Date of the restatement designated on the Employer Signature Page of the Adoption Agreement. Thus, if the Plan is being restated or amended to comply with PPA, HEART and/or WRERA, and the Effective Date of this restatement or amendment is later than the special effective date applicable to any of the PPA, HEART or WRERA provisions described below, such special effective dates will apply and any prior plan being replaced by this Plan will be considered to have been timely amended for the PPA, HEART and WRERA provisions.

The following provisions contain special effective dates for purposes of complying with the requirements of PPA, HEART and WRERA:

(i) **Hardship distributions.** Section 7.10(e)(5)of the Plan allows Hardship distributions to be determined with respect to primary beneficiaries. The Employer may elect to apply this provision under AA §10-2(d).

(ii) **Direct rollovers by non-Spouse beneficiaries.** The provisions allowing for direct rollovers by non-Spouse beneficiaries as described in Section 7.04(c), are effective for distributions made on or after January 1, 2007.

(iii) **Direct rollover of non-taxable amounts.** Effective for taxable years beginning on or after January 1, 2007, Section 7.04(d) expands the definition of Eligible Rollover Distribution to include the portion of a distribution that is not includible in gross income.

(iv) **Rollovers to Roth IRA.** For distributions occurring on or after January 1, 2008, Section 7.04(e) permits Participants or beneficiaries to rollover a qualified Eligible Rollover Distribution to a Roth IRA.

(v) **Distribution notice periods.** Effective for Plan Years beginning on or after January 1, 2007, the period for providing the Code §402(f) rollover notice under Section 7.04(b), and the period for providing the notice regarding the right to defer receipt of a distribution under Section 7.03(b) is increased to 180 days.

(vi) **Content of notice of a Participant's right to defer receipt of a distribution.** Effective for Plan Years beginning on or after January 1, 2007, Section 7.03(b) requires the notice relating to a Participant's right

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to defer receipt of a distribution must include a description of the consequences of a Participant's decision not to defer the receipt of a distribution.

(vii) **Qualified Domestic Relations Orders (QDROs).** Section 11.05(c) of the Plan expands the definition of a QDRO effective April 6, 2007 to include modified orders and orders issued after the Participant's death.

(viii) **In-service distributions from pension plans.** AA §10-1 permits a pension plan (e.g., a money purchase plan or a plan that holds transferred assets from a money purchase plan), to make an in-service distribution upon attainment of age 62. This provision is effective for Plan Years beginning on or after January 1, 2013.

(ix) **Penalty-free withdrawals for individuals called to active duty.** Effective September 11, 2001, Section 7.10(d) expands the distribution provisions applicable to elective deferrals to include a Qualified Reservist Distribution.

(x) **Benefit accruals for Participants on Qualified Military Service.** Section 15.04 of the Plan sets forth the HEART Act provisions addressing Participants on qualified military leave. These provisions are effective for Plan Years beginning on or after January 1, 2007.

(xi) **Differential Pay.** Effective for years beginning on or after January 1, 2009, Section 1.89(e) of the Plan permits the Employer to include Differential Pay as Total Compensation under the Plan.

(xii) **Waiver of Required Minimum Distributions.** Section 8.06(d) allows for the waiver of the Required Minimum Distribution rules for calendar year 2009 as prescribed under WRERA.

(xiii) **Final 415 regulations.** Sections 1.89 and 5.02 contain the provisions required by the final 415 regulations, effective for Limitation Years beginning on or after July 1, 2007.

(3) **Merged plans.** Except for retroactive application of the provisions under this subsection (d), if one or more qualified retirement plans have been merged into this Plan, the provisions of the merging plan(s) will remain in full force and effect until the Effective Date of the Plan merger(s), unless provided otherwise under Appendix A of the Adoption Agreement.

14.02 **Plan Termination.** The Employer may terminate this Plan at any time by delivering to the Trustee and Plan Administrator written notice of such termination.

(a) **Full and immediate vesting.** Upon a full or partial termination of the Plan (or in the case of a Profit Sharing Plan, the complete discontinuance of contributions), all amounts credited to an affected Participant's Account become 100% vested, regardless of the Participant's vested percentage determined under Section 6.02. The Plan Administrator has discretion to determine whether a partial termination has occurred.

(b) **Distribution upon Plan termination.** Upon the termination of the Plan, the Plan Administrator shall direct the distribution of Plan assets to Participants in accordance with the provisions under Section 7. For purposes of applying the provisions of this subsection (b), distribution may be delayed until the Employer receives a favorable determination letter from the IRS as to the qualified status of the Plan upon termination, provided the determination letter request is made within a reasonable period following the termination of the Plan. Until all Plan assets have been distributed from the Plan, the Employer must amend the Plan in order to comply with current laws and regulations and may take any other actions necessary to retain the qualified status of the Plan.

(c) **Missing Participants.** Upon termination of the Plan, if any Participant cannot be located after a reasonable diligent search (as defined in Section 6.10(c)(1)), the Plan Administrator may make a direct rollover to an IRA selected by the Plan Administrator. For this purpose, the Plan Administrator will adopt procedures similar to the procedures required under Section 7.05 for making Automatic Rollovers in applying the provisions under this subsection (c). An Automatic Rollover under this subsection (c) may be made on behalf of any missing Participant, regardless of the value of his/her vested Account Balance under the Plan.

(d) **Partial Termination**. In determining whether a Plan has experienced a partial termination as described under Code §411(d)(3), the Plan Administrator will apply the principals set forth under IRS Revenue Ruling 2007-43.

14.03 **Merger or Consolidation.** In the event the Plan is merged or consolidated with another plan, each Participant must be entitled to a benefit immediately after such merger or consolidation that is at least equal to the benefit the Participant was entitled to immediately before such merger or consolidation (had the Plan terminated).

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If the Employer amends the Plan from one type of Defined Contribution Plan (e.g., a Money Purchase Plan) into another type of Defined Contribution Plan (e.g., a Profit Sharing Plan) will not result in a partial termination or any other event that would require full vesting of some or all Plan Participants.

14.04 **Transfer of Assets.** The Plan may accept a transfer of assets from another qualified retirement plan on behalf of any Employee, even if such Employee is not eligible to receive other contributions under the Plan. If a transfer of assets is made on behalf of an Employee prior to the Employee's becoming a Participant, the Employee shall be treated as a Participant for all purposes with respect to such transferred amount. Any assets transferred to this Plan from another plan must be accompanied by written instructions designating the name of each Employee for whose benefit such amounts are being transferred, the current value of such assets, and the sources from which such amounts are derived. The Plan Administrator will deposit any transferred assets in the appropriate Participant's Transfer Account. The Transfer Account will contain any sub-Accounts necessary to separately track the sources of the transferred assets. Each sub-Account will be treated in the same manner as the corresponding Plan Account.

If the Plan is a Profit Sharing Plan or a Grandfathered 401(k) Arrangement and the Plan accepts a transfer of assets from a money purchase plan (other than as a Qualified Transfer as defined in subsection (d) below), the amounts transferred (and any gains attributable to such transferred amounts) continue to be subject to the distribution restrictions applicable to money purchase plan assets under the transferor plan. Such amounts may not be distributed for reasons other than death, disability, attainment of Normal Retirement Age, attainment of age 62, or termination of employment, regardless of any distribution provisions under this Plan that would otherwise permit a distribution prior to such events.

The Plan Administrator may refuse to accept a transfer of assets if the Plan Administrator reasonably believes the transfer (1) is not being made from a proper qualified plan; (2) could jeopardize the tax-exempt status of the Plan; or (3) could create adverse tax consequences for the Plan or the Employer. Prior to accepting a transfer of assets, the Plan Administrator may require evidence documenting that the transfer of assets meets the requirements of this Section. The Trustee will have no responsibility to determine whether the transfer of assets meets the requirements of this Section; to verify the correctness of the amount and type of assets being transferred to the Plan; or to perform a due diligence review with respect to such transfer.

(a) **Trustee's right to refuse transfer.** If the assets to be transferred to the Plan under this Section 14.04 are not susceptible to proper valuation and identification or are of such a nature that their valuation is incompatible with other Plan assets, the Trustee may refuse to accept the transfer of all or any specific asset, or may condition acceptance of the assets on the sale or disposition of any specific asset.

(b) **Transfer of Plan to unrelated Employer.** The Employer may not transfer sponsorship of the Plan to an unrelated employer if the transfer is not in connection with a transfer of business assets or operations from the Employer to the unrelated employer.

SECTION 15
MISCELLANEOUS

15.01 **Exclusive Benefit.** Plan assets will not be used for, or diverted to, a purpose other than the exclusive benefit of Participants or their Beneficiaries.

No amendment may authorize or permit any portion of the assets held under the Plan to be used for or diverted to a purpose other than the exclusive benefit of Participants or their Beneficiaries, except to the extent such assets are used to pay taxes or administrative expenses of the Plan. An amendment also may not cause or permit any portion of the assets held under the Plan to revert to or become property of the Employer.

15.02 **Return of Employer Contributions.** Upon written request by the Employer, the Trustee must return any Employer Contributions provided that the circumstances and the time frames described below are satisfied. The Trustee may request the Employer to provide additional information to ensure the amounts may be properly returned. Any amounts returned shall not include earnings, but must be reduced by any losses.

(a) **Mistake of fact.** Any Employer Contributions made because of a mistake of fact must be returned to the Employer within one year of the contribution.

(b) **Failure to initially qualify.** Employer Contributions to the Plan are made with the understanding, in the case of a new Plan, that the Plan satisfies the qualification requirements of Code §401(a) as of the Plan's Effective Date. In the event that the Internal Revenue Service determines that the Plan is not initially qualified under the Code, any Employer Contributions (and allocable earnings) made incident to that initial qualification must be returned to the Employer within one year after the date the initial qualification is denied, but only if the application for the qualification is made by the time prescribed by law for filing the employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

15.03 **Participants' Rights.** The adoption of this Plan by the Employer does not give any Participant, Beneficiary, or Employee a right to continued employment with the Employer and does not affect the Employer's right to discharge an Employee or Participant at any time. This Plan also does not create any legal or equitable rights in favor of any Participant, Beneficiary, or Employee against the Employer, Plan Administrator or Trustee. Unless the context indicates otherwise, any amendment to this Plan is not applicable to determine the benefits accrued (and the extent to which such benefits are vested) by a Participant or former Employee whose employment terminated before the effective date of such amendment, except where application of such amendment to the terminated Participant or former Employee is required by statute, regulation or other guidance of general applicability. Where the provisions of the Plan are ambiguous as to the application of an amendment to a terminated Participant or former Employee, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

15.04 **Military Service.** To the extent required under Code §414(u), an Employee who returns to employment with the Employer following a period of qualified military service will receive any contributions, benefits and service credit required under Code §414(u), provided the Employee satisfies all applicable requirements under the Code and regulations. In determining the amount of contributions under Code §414(u), Plan Compensation will be deemed to be the compensation the Employee would have received during the period while in military service based on the rate of pay the Employee would have received from the Employer but for the absence due to military leave. If the compensation the Employee would have received during the leave is not reasonably certain, Plan Compensation will be equal to the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the military leave or, if shorter, the Employee's actual period of employment with the Employer.

(a) **Death benefits under qualified military service.** In the case of a Participant who dies while performing qualified military service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as though the Participant resumed and then terminated employment on account of death. This provision is effective with respect to deaths occurring on or after January 1, 2007.

(b) **Benefit accruals.** If elected under AA §11-3, for benefit accrual purposes, the Plan will treat an individual who dies or becomes disabled (as defined under the terms of the Plan) while performing qualified military service (as defined in Code §414(u)) with respect to the Employer, as if the individual has resumed employment in accordance with the individual's reemployment rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability. This provision is effective with respect to deaths and disabilities occurring on or after January 1, 2007.

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(1) This subsection (b) shall apply only if all individuals performing qualified military service with respect to the Employer maintaining the Plan who die or became disabled as a result of performing qualified military service prior to reemployment by the employer are credited with service and benefits on reasonably equivalent terms.

(2) The amount of employee contributions and the amount of elective deferrals of an individual treated as reemployed under this subsection (b) shall be determined on the basis of the individual's average actual employee contributions or elective deferrals for the lesser of:

(i) the 12-month period of service with the Employer immediately prior to qualified military service, or

(ii) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

(c) **Plan distributions.** Notwithstanding the provisions of Section 1.89(e) regarding the treatment of Differential Pay, an individual shall be treated as having been severed from employment during any period the individual is performing service in the Uniformed Services for purposes of receiving a Plan distribution under Code §401(k)(2)(B)(i)(I). If an individual elects to receive a distribution while on military leave, the individual may not make Salary Deferrals or Employee After-Tax Employee Contributions under the Plan during the 6-month period beginning on the date of the distribution.

(d) **Make-Up Contributions**. A Participant who is reemployed following a qualified military leave shall have the right to make up any Salary Deferrals or After-Tax Employee Contributions to which he/she would have been entitled but for the fact the Participant was on qualified military leave. To the extent a Participant returning from qualified military leave would have been required to make Employer Pick-Up Contributions, as described in Section 3.03, the Participant will be required to make such Employer Pick-Up Contributions upon his/her return to employment based on the amount that would have been contributed but for the fact the Participant was on qualified military leave. The Employer will also make any Employer Contributions and Matching Contributions the Participant would have earned during the period of qualified military leave had the Participant remained employed during such period. The Employer will only be required to make Matching Contributions if the reemployed Participant makes up the underlying contributions that were eligible for the Matching Contributions.

In determining the amount of Make-Up Contributions a Participant may make under this subsection (d), a Participant will be treated as earning Plan Compensation during the period the Participant was on qualified military leave equal to:

(1) the rate of pay the Participant would have received from the Employer during such period had the Participant not been on qualified military leave, or

(2) if the Plan Compensation the Participant would have received during such period was not reasonably certain, the Participant's average Plan Compensation during the 12-month period immediately preceding the qualified military leave (or the entire period of employment, if shorter).

If the Employer is required under this subsection (d) to make Employer Contributions for a reemployed Participant, the Employer must make such Employer Contributions not later than 90 days after the date of reemployment or the date the Employer Contributions are otherwise due for the year in which the military service was performed. For Salary Deferrals and After-Tax Employee Contributions, a Participant who is reemployed following a qualified military leave may make up such contributions during the period beginning on the date of reemployment and ending on the earlier of the date that is three times the length of the military service period or 5 years from the date of reemployment. Any required Matching Contributions must be made in the same manner as other Matching Contribution under the Plan following the Participant's contribution of the amounts eligible for the Matching Contributions.

Any make up contributions under this subsection (d) are subject to the Code §415 Limitation under Section 5.02 and the Elective Deferral Dollar Limitation under Section 5.03 for the year for which the make-up contribution would have been made had the Participant not been on qualified military leave.

15.05 **Annuity Contract.** Any annuity contract distributed under the Plan must be nontransferable. In addition, the terms of any annuity contract purchased and distributed to a Participant or to a Participant's Spouse must comply with all requirements under this Plan.

15.06 **Use of IRS Compliance Programs.** Nothing in this Plan document should be construed to limit the availability of the IRS' voluntary compliance programs, An Employer may take whatever corrective actions are permitted under the IRS voluntary compliance programs, as is deemed appropriate by the Plan Administrator or Employer. If the Employer's Plan fails to attain or retain qualification, such Plan will no longer participate in this Volume Submitter Plan and will be considered an individually designed plan.

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15.07 **Governing Law.** The provisions of this Plan shall be construed, administered, and enforced in accordance with the provisions of applicable Federal Law and, to the extent applicable, the laws of the state in which the Trustee has its principal place of business. The foregoing provisions of this Section shall not preclude the Employer and the Trustee from agreeing to a different state law with respect to the construction, administration and enforcement of the Plan.

15.08 **Waiver of Notice.** Any person entitled to a notice under the Plan may waive the right to receive such notice, to the extent such a waiver is not prohibited by law, regulation or other pronouncement.

15.09 **Use of Electronic Media.** The Employer, Plan Administrator, Trustee and any other designated individual responsible for providing applicable notices or disclosures under the Plan, and any Participant or beneficiary making an election under the Plan may use telephonic or electronic media to satisfy any notice requirements required by this Plan. Any use of electronic medium under the Plan must comply with the requirements outlined in Treas. Reg. §1.401(a)-21 or other general guidance concerning the use of telephonic or electronic media. The Plan Administrator also may use telephonic or electronic media to conduct plan transactions such as enrolling participants, making (and changing) salary reduction elections, electing (and changing) investment allocations, applying for Plan loans, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

15.10 **Severability of Provisions.** In the event that any provision of this Plan shall be held to be illegal, invalid or unenforceable for any reason, the remaining provisions under the Plan shall be construed as if the illegal, invalid or unenforceable provisions had never been included in the Plan.

15.11 **Binding Effect.** The Plan, and all actions and decisions made thereunder, shall be binding upon all applicable parties, and their heirs, executors, administrators, successors and assigns.

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SECTION 16
PARTICIPATING EMPLOYERS

16.01 **Participation by Participating Employers.** An Employer (other than the Employer that executes the Employer Signature Page of the Adoption Agreement) may elect to participate under this Plan by executing a Participating Employer Adoption Page under the Adoption Agreement. A Participating Employer (including a Related Employer defined in Section 1.78) may not contribute to this Plan unless it executes the Participating Employer Adoption Page.

16.02 **Participating Employer Adoption Page.**

(a) **Application of Plan provisions.** By executing a Participating Employer Adoption Page, a Participating Employer adopts all the provisions of the Plan, including the elective choices made by the signatory Employer under the Adoption Agreement. The Participating Employer may elect under the Participating Employer Adoption Page to modify the elective provisions under the Adoption Agreement as they apply to the Participating Employer.

(b) **Plan amendments.** In addition, unless provided otherwise under the Participating Employer Adoption Page, a Participating Employer is bound by any amendments made to the Plan in accordance with Section 14.01.

(c) **Trustee designation.** The Participating Employer agrees to use the same Trustee as is designated on the Trustee Declaration under the Agreement, except as provided in a separate trust agreement.

16.03 **Compensation of Related Employers.** In applying the provisions of this Plan, Total Compensation (as defined in Section 1.89) includes amounts earned with a Related Employer, regardless of whether such Related Employer executes a Participating Employer Adoption Page. The Employer may elect under AA §5-3(h) to exclude amounts earned with a Related Employer that does not execute a Participating Employer Adoption Page for purposes of determining an Employee's Plan Compensation.

16.04 **Allocation of Contributions and Forfeitures.** Unless selected otherwise under the Participating Employer Adoption Page, any contributions made by a Participating Employer (and any forfeitures relating to such contributions) will be allocated to all Participants employed by the Employer and Participating Employers in accordance with the provisions under this Plan. A Participating Employer may elect under the Participating Employer Adoption Page to allocate its contributions (and forfeitures relating to such contributions) only to the Participants employed by the Participating Employer making such contributions. If so elected, Employees of the Participating Employer will not share in an allocation of contributions (or forfeitures relating to such contributions) made by any other Participating Employer (except in such individual's capacity as an Employee of that other Participating Employer). Thus, for example, a Participating Employer may make a different discretionary contribution and allocate such contribution only to its Employees. Where contributions are allocated only to the Employees of a contributing Participating Employer, a separate accounting must be maintained of Employees' Account Balances attributable to the contributions of a particular Participating Employer. This separate accounting is necessary only for contributions that are not 100% vested, so that the allocation of forfeitures attributable to such contributions can be allocated for the benefit of the appropriate Employees.

16.05 **Discontinuance of Participation by a Participating Employer.** A Participating Employer may discontinue its participation under the Plan at any time. To document a Participating Employer's cessation of participation, the following procedures should be followed:

(a) the Participating Employer should adopt a resolution that formally terminates active participation in the Plan as of a specified date,

(b) the Employer that has executed the Employer Signature Page of the Adoption Agreement should reexecute such page, indicating an amendment by page substitution through the deletion of the Participating Employer Adoption Page executed by the withdrawing Participating Employer, and

(c) the withdrawing Participating Employer should provide any notices to its Employees that are required by law.

Discontinuance of participation means that no further benefits accrue after the effective date of such discontinuance with respect to employment with the withdrawing Participating Employer. The portion of the Plan attributable to the withdrawing Participating Employer may continue as a separate plan, under which benefits may continue to accrue, through the adoption by the Participating Employer of a successor plan (which may be created through the execution of a separate Adoption Agreement by the Participating Employer) or by spin-off of the portion of the Plan attributable to such Participating Employer followed by a merger or transfer into another existing plan, as specified in a merger or transfer agreement.

16.06 **Operational Rules for Related Employer Groups.** If an Employer has one or more Related Employers, the Employer and such Related Employer(s) constitute a Related Employer group. In such case, the following rules apply to the operation of the Plan.

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(a) If the term Employer is used in the context of administrative functions necessary to the operation, establishment, maintenance, or termination of the Plan, only the Employer executing the Employer Signature Page under the Adoption Agreement, and any Related Employer executing a Participating Employer Adoption Page, is treated as the Employer.

(b) Hours of Service are determined by treating all members of the Related Employer group as the Employer.

(c) The term Excluded Employee is determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(d) Compensation is determined by treating all members of the Related Employer group as the Employer, except as specifically provided in the Plan.

(e) An Employee is not treated as terminated from employment if the Employee is employed by any member of the Related Employer group.

(f) The Code §415 Limitation described in Section 5.02 are applied by treating all members of the Related Employer group as the Employer.

In all other contexts, the term Employer generally means a reference to all members of the Related Employer group, unless the context requires otherwise. If the terms of the Plan are ambiguous with respect to the treatment of the Related Employer group as the Employer, the Plan Administrator has the authority to make a final determination on the proper interpretation of the Plan.

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APPENDIX A
ACTUARIAL FACTORS
(For use with age-based contribution formula)

Actuarial Factor Table. The following table sets forth Actuarial Factors based on a testing age of 65, an interest rate of 8.5% and a UP-1984 mortality table. The Actuarial Factors in this table must be modified if the Employer uses a testing age other than age 65 or selects a different interest rate or mortality table under the age-based contribution formula. To determine a Participant's Actuarial Factor, use the factor corresponding to the number of years to the Participant's testing age. The number of years to the testing age is determined by counting the number of years from the last day of the current plan year to the last day of the Plan Year in which the Participant reaches the testing age. If the Participant has reached the testing age as of the last day of the current Plan Year, the number of years is 0 for that year and all subsequent years.

Years to Testing Age	Actuarial Factor		Years to Testing Age	Actuarial Factor
0	0.07949		25	0.01034
1	0.07326		26	0.00953
2	0.06752		27	0.00878
3	0.06223		28	0.00810
4	0.05736		29	0.00746
5	0.05286		30	0.00688
6	0.04872		31	0.00634
7	0.04490		32	0.00584
8	0.04139		33	0.00538
9	0.03814		34	0.00496
10	0.03516		35	0.00457
11	0.03240		36	0.00422
12	0.02986		37	0.00389
13	0.02752		38	0.00358
14	0.02537		39	0.00330
15	0.02338		40	0.00304
16	0.02155		41	0.00280
17	0.01986		42	0.00258
18	0.01831		43	0.00238
19	0.01687		44	0.00219
20	0.01555		45	0.00202
21	0.01433		46	0.00186
22	0.01321		47	0.00172
23	0.01217		48	0.00158
24	0.01122		49	0.00146

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APPENDIX B
INTERIM AMENDMENT #1
IN-PLAN ROTH CONVERSIONS

B-1.01 **In-Plan Roth Conversions.** Effective on or after January 1, 2013, the Employer may elect under AA §IA1-1 of the Profit Sharing/401(k) Plan Adoption Agreement to permit In-Plan Roth Conversions under the Plan. For this purpose, an In-Plan Roth Conversion is a conversion of amounts held in a Participant's Plan Account, other than a Roth Deferral Account or Roth Rollover Account, into the Participant's In-Plan Roth Conversion Account under the Plan, pursuant to Code §402A(c)(4). Any election to make an In-Plan Roth Conversion during a taxable year may not be changed after the In-Plan Roth Conversion is completed. (For In-Plan Roth Conversions completed prior to January 1. 2013, a Participant had to be eligible to receive a distribution of the converted amounts at the time of the In-Plan Roth Conversion. The provisions of this Section B-1.01 do not affect an In-Plan Roth Conversion completed prior to January 1, 2013.)

An In-Plan Roth Conversion may be elected by a Participant, a Spousal beneficiary, or an Alternate Payee who is a Spouse or former Spouse. To the extent the term "Participant" is used for purposes of determining eligibility to make an In-Plan Roth Conversion, such term will also include a Spousal beneficiary and an Alternate Payee who is a Spouse or former Spouse.

To permit In-Plan Roth Conversions on or after January 1, 2013, AA §IA1-1(a) of the Profit Sharing/401(k) Plan Adoption Agreement must be completed. In addition, the Plan must provide for Roth Deferrals under AA §6A-5(a) as of the date the In-Plan Roth Conversion is permitted under the Plan. If In-Plan Roth Conversions are not specifically authorized under AA §6A-5(a) of the Profit Sharing 401(k) Plan Adoption Agreement, Participants may not make an In-Plan Roth Conversion.

(b) **Amounts Eligible for In-Plan Roth Conversion.** If permitted under AA §IA1-1 of the Profit Sharing/401(k) Adoption Agreement, a Participant may convert any portion of his/her vested Account Balance (other than amounts attributable to Roth Deferrals or Roth Deferral rollovers) to an In-Plan Roth Conversion Account. Unless elected otherwise under AA §IA1-1(b), a Participant need not be eligible to receive a distribution from the Plan at the time of the In-Plan Roth Conversion.

In addition, an In-Plan Roth Conversion will not be treated as a distribution for the following purposes:

(1) **Participant loans**. A Participant loan directly transferred in an In-Plan Roth Conversion without changing the repayment schedule is not treated as a new loan. The Employer may elect in AA §IA1-1(d)(3) to not permit Participant loans to be distributed as part of an In-Plan Roth Conversion.

(2) **Spousal consent.** An In-Plan Roth Conversion is not treated as a distribution for purposes of applying the spousal consent requirements under Code §401(a)(11). Thus, a married Plan Participant is not required to obtain spousal consent in connection with an election to make an In-Plan Roth Conversion, even if the Plan is otherwise subject to the spousal consent requirements under Code §401(a)(11).

(3) **Participant consent.** An In-Plan Roth Conversion is not treated as a distribution for purposes of applying the participant consent requirements under Code §411(a)(11). Thus, amounts that are converted as part of an In-Plan Roth Conversion continue to be taken into account in determining whether the Participant's vested Account Balance exceeds $5,000 for purposes of applying the Involuntary Cash-Out provisions and will not trigger the requirement for a notice of the Participant's right to defer receipt of the distribution.

(4) **Protected benefits.** An In-Plan Roth Conversion is not treated as a distribution under Code §411(d)(6)(B)(ii). Thus, a Participant who had a distribution right (such as a right to an immediate distribution) prior to the In-Plan Roth Conversion cannot have that distribution right eliminated solely as a result of the election to make an In-Plan Roth Conversion. The Employer may have to maintain separate accounts with respect to different contribution sources within the In-Plan Roth Conversion Account in order to protect distribution options related to such different contribution sources.

(5) **Mandatory withholding.** An In-Plan Roth Conversion is not subject to 20% mandatory withholding under Code §3405(c).

(6) **Distribution restrictions.** Generally, a distribution will be permitted from the In-Plan Roth Conversion Account to the extent permitted for regular Roth Deferrals under AA §10-1. However, as described in subsection (6) above, additional distribution options may need to be protected with respect to specific contribution sources. The distribution restrictions normally applicable to Roth Deferrals, as described in Section 7.10(c) of the Plan, do not apply to the extent the conversion is from a contribution source that is not otherwise subject to the distribution restrictions applicable to Roth Deferrals. In addition, distribution restrictions that otherwise apply with respect to a specific contribution source will continue to apply if such contribution source is converted to Roth Deferrals. For example, if Safe Harbor Contributions are converted to Roth Deferrals, such amounts may not be distributed

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on account of hardship or other event not otherwise permitted under Section 7.10(c) of the Plan, unless permitted otherwise under IRS guidance.

(c) **Effect of In-Plan Roth Conversion.** A Participant must include in gross income the taxable amount of an In-Plan Roth Conversion. For this purpose, the taxable amount of an In-Plan Roth Conversion is the fair market value of the distribution reduced by any basis in the converted amounts. If the distribution includes Employer securities, the fair market value includes any net unrealized appreciation within the meaning of Code §402(e)(4). If an outstanding loan is rolled over as part of an In-Plan Roth Conversion, the amount includible in gross income includes the balance of the loan.

Generally, the taxable amount of an In-Plan Roth Conversion is includible in gross income in the taxable year in which the conversion occurs.

(d) **Application of Early Distribution Penalty under Code §72(t).** An In-Plan Roth Conversion is not subject to the early distribution penalty under Code §72(t) at the time of the conversion. However, if an amount allocable to the taxable amount of an In-Plan Roth Conversion is subsequently distributed within the 5-taxable-year period beginning with the first day of the Participant's taxable year in which the conversion was made, the amount distributed is treated as includible in gross income for purposes of applying the Code §72(t) early distribution penalty. For this purpose, the 5-taxable-year period ends on the last day of the Participant's fifth taxable year in the period. This subsection (d) will not apply to the extent the distribution is rolled over to a Roth account in another qualified plan or is rolled over to a Roth IRA. However, the rule under this subsection (d) will apply to any subsequent distributions made from such other Roth account or Roth IRA within the 5-taxable-year period.

(e) **Contribution Sources.** Unless elected otherwise under AA §IA1-1(c), an In-Plan Roth Conversion may be made from any contribution source under the Plan, other than a Roth Deferral Account or Roth Rollover Account. The Employer may elect in AA §IA1-1(c) to limit the contribution sources that are eligible for In-Plan Roth Conversion. In addition, the Employer may elect in AA §IA1-1(d)(1) to limit In-Plan Roth Conversions to contribution accounts that are 100% vested.

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APPENDIX C
INTERIM AMENDMENT #2
CODE §401(a)(9), SAME-SEX MARRIAGE AND VALID ROLLOVER CONTRIBUTIONS

C-1.01 **Modification of Minimum Distribution Rules Relating to Longevity Annuity Contracts.** The following provisions modify the required minimum distribution rules under Section 8 of the Plan to conform the rules to final Treasury Regulation §1.401(a)(9)-6 relating to the purchase of Qualifying Longevity Annuity Contracts (QLACs). The Plan will apply the provisions consistent with the requirements under the Treas. Reg. §§1.401(a)(9)-5 and 1.401(a)(9)-6, as amended.

C-1.02 **Effective/Applicability Dates.**

(a) **General effective dates.** This Section C-1 applies to contracts purchased on or after July 2, 2014. If on or after July 2, 2014, an existing contract is exchanged for a contract that satisfies the requirements of this Section C-1, the new contract will be treated as purchased on the date of the exchange and the fair market value of the contract that is exchanged for a QLAC will be treated as a premium paid with respect to the QLAC.

(b) **Delayed applicability date for requirement that contract state that it is intended to be QLAC.** An annuity contract purchased before January 1, 2016, will not fail to be a QLAC merely because the contract does not satisfy the requirement of Section C-1.04(a)(6) below, provided that:

(1) When the contract (or a certificate under a group annuity contract) is issued, the Employee is notified that the annuity contract is intended to be a QLAC; and

(2) The contract is amended (or a rider, endorsement or amendment to the certificate is issued) no later than December 31, 2016, to state that the annuity contract is intended to be a QLAC.

C-1.03 **Account Balance for Determining Minimum Distributions.** For purposes of determining a Participant's Required Minimum Distribution as described under Section 8 of the Plan, the Participant's Account Balance as defined under Section 8.05(d) of the Plan does not include the value of any QLAC described under Section C-1.04 of this amendment and Treas. Reg. §1.401(a)(9)–6, A-17, that is held under the Plan.

C-1.04 **Rules Applicable to Qualifying Longevity Annuity Contracts.**

(a) **Definition of Qualifying Longevity Annuity Contracts.** A Qualifying Longevity Annuity Contract (QLAC) is an annuity contract that is purchased from an insurance company for an Employee and that, in accordance with the rules of application of this Article II and Treas. Reg. §1.401(a)(9)-6, A-17, satisfies each of the following requirements:

(1) Premiums for the contract satisfy the requirements of subsection (b) of this Section C-1.04;

(2) The contract provides that distributions under the contract must commence not later than a specified annuity starting date that is no later than the first day of the month next following the 85th anniversary of the Employee's birth;

(3) The contract provides that, after distributions under the contract commence, those distributions must satisfy the requirements of this Article and Treas. Reg. §1.401(a)(9) (other than the requirement that annuity payments commence on or before the required beginning date);

(4) The contract does not make available any commutation benefit, cash surrender right, or other similar feature;

(5) No benefits are provided under the contract after the death of the employee other than the benefits described in subsection (c) of this Section C-1.04;

(6) When the contract is issued, the contract (or a rider or endorsement with respect to that contract) states that the contract is intended to be a QLAC; and

(7) The contract is not a variable contract under Code §817, an indexed contract, or a similar contract, except to the extent provided by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(b) **Limitations on premiums.**

(1) **In general.** The premiums paid with respect to the contract on a date satisfy the requirements of this subsection (b) if they do not exceed the lesser of the dollar limitation in subsection (b)(2) or the percentage limitation in subsection (b)(3).

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(2) **Dollar limitation.** The dollar limitation is an amount equal to the excess of:

(i) $125,000 (as adjusted under Treas. Reg. §1.401(a)(9)-6, A–17(d)(2)), over

(ii) The sum of:

(A) The premiums paid before that date with respect to the contract, and

(B) The premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is purchased for the Employee under the Plan, or any other plan, annuity, or account described in Code §§ 401(a), 403(a), 403(b), or 408 or eligible governmental plan under Code §457(b).

(3) **Percentage limitation.** The percentage limitation is an amount equal to the excess of:

(i) 25 percent of the Employee's Account Balance under the Plan (including the value of any QLAC held under the Plan for the Employee) as of that date, determined in accordance with Treas. Reg. §1.401(a)(9)-6, A-17 (d)(1)(iii), over

(ii) The sum of:

(A) The premiums paid before that date with respect to the contract, and

(B) The premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is held or was purchased for the Employee under the Plan.

(c) **Payments after death of the Employee.**

(1) **Surviving spouse is sole beneficiary.**

(i) **Death on or after annuity starting date.** If the Employee dies on or after the annuity starting date for the contract and the Employee's surviving spouse is the sole beneficiary under the contract then, except as provided in Treas. Reg. §1.401(a)(9)-6, A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the surviving spouse where the periodic annuity payment is not in excess of 100 percent of the periodic annuity payment that is payable to the Employee.

(ii) **Death before annuity starting date.**

(A) **Amount of annuity.** If the Employee dies before the annuity starting date and the Employee's surviving spouse is the sole beneficiary under the contract then, except as provided in Treas. Reg. §1.401(a)(9)-6, A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the surviving spouse where the periodic annuity payment is not in excess of 100 percent of the periodic annuity payment that would have been payable to the Employee as of the date that benefits to the surviving spouse commence. However, the annuity is permitted to exceed 100 percent of the periodic annuity payment that would have been payable to the employee to the extent necessary to satisfy the requirement to provide a Qualified Preretirement Survivor Annuity.

(B) **Commencement date for annuity.** Any life annuity payable to the surviving spouse under subsection (c)(1)(ii)(a) must commence no later than the date on which the annuity payable to the Employee would have commenced under the contract if the Employee had not died.

(2) **Surviving spouse is not sole beneficiary.**

(i) **Death on or after annuity starting date.** If the Employee dies on or after the annuity starting date for the contract and the Employee's surviving spouse is not the sole beneficiary under the contract then, except as provided in Treas. Reg. §1.401(a)(9)-6, A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the designated beneficiary where the periodic annuity payment is not in excess of the applicable percentage (determined under Treas. Reg. §1.401(a)(9)-6, A-17(c)(2)(iii)) of the periodic annuity payment that is payable to the Employee.

(ii) **Death before annuity starting date.**

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(A) **Amount of annuity.** If the Employee dies before the annuity starting date and the Employee's surviving spouse is not the sole beneficiary under the contract then, except as provided in Treas. Reg. §1.401(a)(9)-6, A-17(c)(4), the only benefit permitted to be paid after the Employee's death is a life annuity payable to the designated beneficiary where the periodic annuity payment is not in excess of the applicable percentage (determined under Treas. Reg. §1.401(a)(9)-6, A-17(c)(2)(iii)) of the periodic annuity payment that would have been payable to the Employee as of the date that benefits to the designated beneficiary commence under this subsection (c)(2)(ii).

(B) **Commencement date for annuity.** In any case in which the Employee dies before the annuity starting date, any life annuity payable to a designated beneficiary under this subsection (c)(2)(ii) must commence by the last day of the calendar year immediately following the calendar year of the Employee's death.

(d) Rules of application.

(1) Rules relating to premiums.

(i) **Reliance on representations.** For purposes of the limitation on premiums described in subsections (b)(2) and (b)(3), unless the Plan Administrator has actual knowledge to the contrary, the Plan Administrator may rely on an Employee's representation (made in writing or such other form as may be prescribed by the Commissioner of the Internal Revenue Service) of the amount of the premiums described in subsections (b)(2)(ii)(B) and (b)(3)(ii)(B), but only with respect to premiums that are not paid under a plan, annuity, or contract that is maintained by the Employer or Related Employer.

(ii) **Consequences of excess premiums.**

(A) **General rule.** If an annuity contract fails to be a QLAC solely because a premium for the contract exceeds the limits under subsection (b), then the contract is not a QLAC beginning on the date that premium payment is made unless the excess premium is returned to the non-QLAC portion of the Employee's account in accordance with Treas. Reg. §1.401(a)(9)-6, A-17(d)(1)(ii)(B). If the contract fails to be a QLAC, then the value of the contract may not be disregarded under A–3(d) of Treas. Reg. §1.401(a)(9)–5 as of the date on which the contract ceases to be a QLAC.

(B) **Correction in year following year of excess.** If the excess premium is returned (either in cash or in the form of a contract that is not intended to be a QLAC) to the non-QLAC portion of the Employee's account by the end of the calendar year following the calendar year in which the excess premium was originally paid, then the contract will not be treated as exceeding the limits under subsection (b) at any time, and the value of the contract will not be included in the Employee's Account Balance. If the excess premium (including the fair market value of an annuity contract that is not intended to be a QLAC, if applicable) is returned to the non-QLAC portion of the Employee's account after the last valuation date for the calendar year in which the excess premium was originally paid, then the Employee's Account Balance for that calendar year must be increased to reflect that excess premium in the same manner as an Employee's Account Balance is increased under Treas. Reg. §1.401(a)(9)–7, A–2 to reflect a rollover received after the last valuation date.

(C) **Return of excess premium not a commutation benefit.** If the excess premium is returned to the non-QLAC portion of the Employee's account as described in Treas. Reg. §1.401(a)(9)-6, A-17(d)(1)(ii)(B), it will not be treated as a violation of the requirement in subsection (a)(4) that the contract not provide a commutation benefit.

(iii) **Application of 25-percent limit.** For purposes of the 25-percent limit under subsection (b)(3), an Employee's Account Balance on the date on which premiums for a contract are paid is the Account Balance as of the last valuation date preceding the date of the premium payment, adjusted as follows:

(A) The Account Balance is increased for contributions allocated to the account during the period that begins after the valuation date and ends before the date the premium is paid and

(B) The Account Balance is decreased for distributions made from the account during that period.

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(2) Dollar and age limitations subject to adjustments.

(i) Dollar limitation. In the case of calendar years beginning on or after January 1, 2015, the $125,000 amount under subsection (b)(2)(i) will be adjusted at the same time and in the same manner as the limits are adjusted under Code §415(d), except that the base period shall be the calendar quarter beginning July 1, 2013, and any increase under this subsection that is not a multiple of $10,000 will be rounded to the next lowest multiple of $10,000.

(ii) Age limitation. The maximum age set forth in subsection (a)(2) may be adjusted to reflect changes in mortality, with any such adjusted age to be prescribed by the Commissioner of the Internal Revenue Service in revenue rulings, notices, or other guidance published in the Internal Revenue Bulletin.

(iii) Prospective application of adjustments. If a contract fails to be a QLAC because it does not satisfy the dollar limitation in subsection (b)(2) or the age limitation in subsection (a)(2), any subsequent adjustment that is made pursuant to subsections (d)(2)(i) or (d)(2)(ii) will not cause the contract to become a QLAC.

(3) Determination of whether contract is intended to be a QLAC. If a contract fails to be a QLAC at any time for a reason other than an excess premium described in Treas. Reg. §1.401(a)(9)-6, A-17(d)(1)(ii), then as of the date of purchase the contract will not be treated as a QLAC (for purposes of A–3(d) of Treas. Reg. §1.401(a)(9)–5) or as a contract that is intended to be a QLAC as of the date of purchase.

(4) Group annuity contract certificates. The requirement under subsection (a)(6) that the contract state that it is intended to be a QLAC when issued is satisfied if a certificate is issued under a group annuity contract and the certificate, when issued, states that the Employee's interest under the group annuity contract is intended to be a QLAC.

C-2.01 Application of Same-Sex Marriage Rules to Plan. This Section C-2 is a clarifying amendment relating to the application of same-sex marriage rules to the Plan as provided under *United States v. Windsor* (*Windsor*), IRS Revenue Ruling 2013-17, IRS Notice 2014-19, IRS Notice 2014-37 and *Obergefell v. Hodges* (*Obergefell*).

C-2.02 Definition of Spouse under the Plan.

(a) Current Plan terms not inconsistent with same-sex rules. The current terms of the Plan are not inconsistent with the outcome of the *Windsor* or the *Obergefell* decisions and the guidance in Revenue Ruling 2013-17 and Notice 2014-19 in that the term Spouse as used in the Plan does not distinguish between a same-sex Spouse and an opposite-sex Spouse. However, as suggested under Notice 2014-19, the Plan may add a clarifying amendment for purposes of Plan administration.

(b) Operation of the Plan to reflect same-sex rules. The Plan will not be treated as failing to meet the requirements of Code §401(a) merely because it did not recognize the same-sex Spouse of a Participant as a Spouse before June 26, 2013. Effective as of September 16, 2013 (as provided under IRS Revenue Ruling 2013-17), the Plan recognizes a marriage of same-sex individuals that is validly entered into in a state or foreign jurisdiction whose laws authorize the marriage of two individuals of the same sex, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages. However, the Plan does not treat as married, individuals (whether part of an opposite-sex or same-sex couple) who have entered into a registered domestic partnership, civil union, or other similar formal relationship recognized under state law that is not denominated as a marriage under the laws of that state. Accordingly, the Plan will not be treated as failing to meet the requirements of Code §401(a) merely because the Plan, prior to September 16, 2013, recognized the same-sex Spouse of a Participant only if the Participant was domiciled in a state that recognized same-sex marriages.

C-2.03 Operation of the Plan to Reflect Obergefell Decision. To the extent the Employer was not subject to the *Windsor* decision, but is subject to the *Obergefell* decision that requires States to allow and recognize same-sex marriage, the Plan must be operated in compliance with the *Obergefell* decision.

C-2.04 Amendments to Reflect Retroactive Application of Windsor Decision. As provided under IRS Notice 2014-19, the Plan will not lose its qualified status due to an amendment to reflect the outcome of *Windsor* for some or all purposes as of a date prior to June 26, 2013, if the amendment complies with applicable qualification requirements. The deadline to adopt such a Plan amendment is the later of:

(a) the otherwise applicable deadline under Section 5.05 of Rev. Proc. 2007-44, or its successor, or

(b) December 31, 2014.

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In the case of a governmental plan, any amendment need not be adopted before the close of the first regular legislative session of the legislative body with the authority to amend the plan that ends after December 31, 2014. An Employer may use Adoption Agreement Appendix A - Special Effective Dates - for this amendment.

C-2.05 **Mid-Year Amendments to Safe Harbor Plans Pursuant to IRS Notice 2014-19 with Respect to the Windsor Decision.** As provided under IRS Notice 2014-37, the Plan will not fail to satisfy the requirements of Code §401(k)(12) relating to Safe Harbor 401(k) plans because of the adoption during the Plan Year of a provision relating to the *Windsor* decision pursuant to IRS Notice 2014-19.

C-3.01 **Acceptance of Rollover Contributions by Plan Administrator.** Under Section 3.07 of the Plan, the Plan Administrator may determine whether an Employee may make a Rollover Contribution into the Plan. This Section C-3 provides clarifying guidance, as provided under IRS Revenue Ruling 2014-9, to assist the Plan Administrator in determining whether a Rollover Contribution is valid and the course of action needed to correct an invalid rollover.

C-3.02 **General Rules.** Under Treas. Reg. §1.401(a)(31)-1, A-14, if the Plan accepts an invalid Rollover Contribution, the contribution will be treated, for purposes of applying the qualification requirements of Code §401(a) to the Plan, as if it were a valid Rollover Contribution if two conditions are satisfied:

(a) When accepting the amount from the Employee as a Rollover Contribution, the Plan Administrator must reasonably conclude that the contribution is a valid Rollover Contribution; and

(b) If the Plan Administrator later determines that the contribution was an invalid Rollover Contribution, the Plan Administrator must distribute the amount of the invalid Rollover Contribution, plus any earnings attributable thereto, to the Employee within a reasonable time after such determination.

C-3.03 **Reasonable Criteria for Determining Valid Rollover.** The Plan Administrator may use the criteria set forth in IRS Revenue Ruling 2014-9, as well as other evidence, in reasonably determining whether a Rollover Contribution is valid. Thus, the Plan Administrator may access the EFAST2 database maintained by the Department of Labor to assist in determining whether a potential Rollover Contribution was distributed by a plan intended to be a qualified plan. If the Plan Administrator later determines that the Rollover Contribution was not valid, the Plan Administrator must have the amount rolled over plus any attributable earnings distributed within a reasonable period of time after such determination.

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APPENDIX D
INTERIM AMENDMENT #3
DISASTER RELIEF AND ROLLOVERS TO SIMPLE IRAS

D-1.01 **Relief for Victims of Certain Qualified Natural Disasters.** Notwithstanding other provisions of the Plan, the Employer may operate the Plan to provide relief from certain qualification rules relating to hardship distributions and loans for Participants who are victims of certain Qualified Natural Disasters, as set forth under applicable IRS or legislative guidance.

D-1.02 **Qualified Natural Disasters.** For purposes of this section, Qualified Natural Disasters include:

(a) Louisiana storms, as provided under IRS Announcement 2016-30.

(b) Hurricane Matthew, as provided under IRS Announcement 2016-36.

(c) Hurricane Harvey, as provided under IRS Announcement 2017-11.

(d) Hurricane Irma, as provided under IRS Announcement 2017-13.

(e) Hurricane Maria and the California Wildfires, as provided under IRS Announcement 2017-15.

(f) Any other natural disaster for which the IRS or Congress provides relief from certain qualification rules.

D-1.03 **General Rules.** If the Employer and the Plan Administrator make good-faith efforts to apply the Plan provisions in conformance with the relief provided under applicable guidance, the Plan will not be treated as failing to satisfy the requirements of the Code or regulations. In general, the following rules apply:

(a) In order to make a loan or distribution (including a hardship distribution), the Plan must provide for loans or distributions, as applicable.

(b) Participants (victims) for whom the relief is available are determined under the appropriate IRS or legislative guidance.

(c) The amount available for hardship distribution is limited to the maximum amount that would be available for a hardship distribution under the Plan. However, the relief provided applies to any hardship of the Participant and no post-distribution contribution restrictions apply.

(d) To qualify for relief under this section, a hardship distribution must be made on account of a hardship resulting from the applicable Qualified Natural Disaster and within the time frame provided under the applicable guidance relating to the Qualified Natural Disaster.

(e) The Plan will not be treated as failing to follow Plan procedural requirements for loans or distributions during the periods provided under guidance relating to the applicable Qualified Natural Disaster.

D-2.01 **Rollover into a SIMPLE IRA.** Effective for rollover distributions made from the Plan after December 18, 2015, a Participant may elect, at the time and the manner prescribed by the Plan Administrator, to have all or any portion of an Eligible Rollover Distribution paid directly to a SIMPLE IRA as defined under Code §408(p), provided the Participant satisfies the requirements (i.e., after the expiration of the two-year period following the date the Participant first participated in the SIMPLE IRA) under Code §408(p)(1)(B).

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Plan Sponsor Adoption of
2018 Pre-Approved Defined Contribution Plan Interim Amendment

As the sponsor of a pre-approved prototype and/or volume submitter plan, you are responsible for making all necessary "good-faith" interim amendments to your plans on behalf of your adopting employers and to timely communicate the amendments to all of your adopting employers. This requirement is a condition for being a pre-approved plan sponsor. The IRS will ask you to certify satisfaction of this requirement when you apply for new opinion letters for the next pre-approved defined contribution plan cycle. ASCi has determined that a 2018 interim good-faith amendment is necessary for the ASCi pre-approved defined contribution plans. The attached 2018 Pre-Approved Defined Contribution Plan Interim Amendment should be adopted by all sponsors of the ASCi pre-approved defined contribution plans, including the Defined Contribution Volume Submitter Plan, the Defined Contribution Prototype Plan, the Owners-Only Defined Contribution Volume Submitter Plan and the Governmental Defined Contribution Volume Submitter Plan. The following Q&As will help answer questions you may have regarding the adoption of the 2018 Pre-Approved Defined Contribution Plan Interim Amendment.

Q-1 What does the 2018 Pre-Approved Defined Contribution Plan Interim Amendment cover?

The 2018 Pre-Approved Defined Contribution Plan Interim Amendment covers several changes or provides clarification to certain Plan provisions. The Interim Amendment includes amendments relating to the following:

- ***Amendment relating to rollovers of Qualified Loan Offset Amounts***

  Under the Tax Cuts and Jobs Act of 2017, effective after December 31, 2017*, the period during which a Qualified Plan Loan Offset Amount may be contributed to the Plan as a Rollover Contribution was extended from 60 days after the date of the offset to the due date (including extensions) for filing the individual's Federal income tax return for the taxable year in which the Plan loan offset occurs. For this purpose, a Qualified Plan Loan Offset Amount is a Plan loan offset amount that is treated as distributed from a tax-qualified retirement plan described in Code §401(a) or Code §403(a), an annuity contract described in Code §403(b), or a governmental plan under Code §457(b) solely by reason of termination of the Plan or failure to meet the repayment terms of the loan because of severance from employment.*

- ***Amendment relating to the acceptance of rollover contributions(clarification)***

  Under Revenue Procedure 2016-47, the Plan can now accept late rollover contributions from individuals who self-certify they qualify for a waiver of the 60-day rollover requirement if:

  - *The individual making the rollover contribution can provide an appropriate certification for the late rollover contribution, and*
  - *The Plan Administrator does not have actual knowledge contradicting the certification.*

- ***Amendment relating to special disaster-related rules***

  The Disaster Tax Relief and Airport and Airway Extension Act of 2017, the Tax Cuts and Jobs Act of 2017, and the Bipartisan Budget Act of 2018 included special disaster-related rules allowing plans to state that the Employer may operate the Plan to provide relief from certain qualification rules relating to hardship distributions and loans for Participants who are victims of certain qualified natural disasters. The special disaster-related rules include eligibility for Qualified Disaster Distributions, repayment of Qualified Disaster Distributions, recontributions of withdrawals for home purchases and special loan rules.

Q-2 When should a Pre-Approved Plan Sponsor adopt the 2018 Pre-Approved Defined Contribution Plan Interim Amendment?

A pre-approved plan sponsor should adopt the 2018 Pre-Approved Defined Contribution Plan Interim Amendment by the end of the plan year for which it applies. This means that plans using the calendar year as the plan year should adopt the 2018 Pre-Approved Defined Contribution Plan Interim Amendment by

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December 31, 2018. While ASCi does not anticipate additional interim amendments to the pre-approved defined contribution plans for this year, please understand that future changes could necessitate another interim amendment.

Q-3 What is the process for adopting the 2018 Pre-Approved Defined Contribution Plan Interim Amendment?

ASCi drafted the 2018 Pre-Approved Defined Contribution Plan Interim Amendment to make the adoption of the amendment as easy as possible for both the prototype/volume submitter sponsor and adopting employers. The Interim Amendment has no elective choices for the employer to select, so no signature is required by adopting employers. Instead, you (as prototype/volume submitter plan sponsor) only need to adopt the amendment on behalf of your adopting employers by ***December 31, 2018****. We have provided a special "Adoption of Interim Amendment by Pre-Approved Plan Sponsor" which you will use to document your adoption of the 2018 Pre-Approved Defined Contribution Plan Interim Amendment on behalf of all of your adopting employers. The same amendment applies to the Defined Contribution Volume Submitter Plan, the Defined Contribution Prototype Plan, the Owners-Only Defined Contribution Volume Submitter Plan and the Governmental Defined Contribution Volume Submitter Plan.*

The 2018 Pre-Approved Defined Contribution Plan Interim Amendment must be provided to your adopting employers within a reasonable period of time after you formally adopt it. Adopting employers need only to associate the 2018 Pre-Approved Defined Contribution Plan Interim Amendment with their current document. No formal adoption of the amendment by the employer is required.

The following outlines the steps you should take to adopt the 2018 Pre-Approved Defined Contribution Plan Interim Amendment for all of your adopting employers:

1. *Review the provisions of the attached 2018 Pre-Approved Defined Contribution Plan Interim Amendment so that you are familiar with the changes and clarifications it makes to the prototype and/or volume submitter plans that you sponsor.*

2. ***By December 31, 2018****, execute the attached "Adoption of Interim Amendment by Pre-Approved Plan Sponsor" and associate the 2018 Pre-Approved Defined Contribution Plan Interim Amendment with the applicable prototype and/or volume submitter defined contribution plans that you sponsor. You should retain the signed adoption page in your records, but you do not need to send the executed "Adoption of Interim Amendment by Pre-Approved Plan Sponsor" to adopting employers, to ASCi or the IRS.*

3. *Within a reasonable period of time after you execute the "Adoption of Interim Amendment by Pre-Approved Plan Sponsor," provide the amendment to all adopting employers that use your sponsored prototype or volume submitter plans. The 2018 Pre-Approved Defined Contribution Plan Interim Amendment may be provided either by regular mail or electronically (e.g., email). Since the 2018 Pre-Approved Defined Contribution Plan Interim Amendment does not provide for any adopting employer elections,* ***no execution (signature) of the 2018 Pre-Approved Defined Contribution Plan Interim Amendment is needed by the adopting employers****. An adopting employer simply needs to associate the 2018 Pre-Approved Defined Contribution Plan Interim Amendment with the plan document. The 2018 Pre-Approved Defined Contribution Plan Interim Amendment will be added to the Basic Plan Documents and also posted on the Download Page under Interim Plan Amendments.*

Q-4 Will the 2018 Pre-Approved Defined Contribution Plan Interim Amendment be attached to the Basic Plan Document (BPD) on the DGEM Download Page?

Yes, the 2018 Pre-Approved Defined Contribution Plan Interim Amendment has been attached to the BPD on the DGEM Download Page.

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Q-5 Will plan participants need to be provided with a Summary of Material Modifications (SMM) for this 2018 Pre-Approved Defined Contribution Plan Interim Amendment?

No, the specifics of the provisions addressed in the 2018 Pre-Approved Defined Contribution Plan Interim Amendment are not contained in the Summary Plan Description and, therefore, no SMM is required. The special rules contained in the 2018 Pre-Approved Defined Contribution Plan Interim Amendment relating to rollovers are contained in the revised Special Tax Notice (402(f) Notice) available on the DGEM Download Page.

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ADOPTION OF 2018 INTERIM AMENDMENT BY PRE-APPROVED PLAN SPONSOR

Pursuant to Rev. Proc. 2015-36 and Section 14.01(a) of the Pre-Approved (Prototype or Volume Submitter) Defined Contribution Plan and Trust ("Pre-Approved Plan"), the undersigned, on behalf of the below named Sponsor of the Pre-Approved Plan, hereby adopts the attached **2018 Pre-Approved Defined Contribution Plan Interim Amendment** on behalf of all adopting Employers. This amendment is being adopted as a "good-faith" amendment to reflect IRS-announced changes and to provide clarifying provisions relating to Plan provisions. This amendment is incorporated as part of the Pre-Approved Plan as of December 31, 2018. This amendment supersedes any contrary provisions under the Pre-Approved Plan, except as otherwise provided.

Pursuant to Rev. Proc. 2015-36, a copy of the amendment will be provided to all adopting employers of the Pre-Approved Plan.

JNT Resource Parnters, LP dba JEM Resource Partners and TCG Administrators

Name of Pre-Approved Plan Sponsor

DocuSigned by:
Scott Hauptmann
97EF136EC59B4D8...

12/ 6/ 2018

Authorized Signature

December 31, 2018

Date

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2018 PRE-APPROVED DEFINED CONTRIBUTION PLAN
INTERIM AMENDMENT

ARTICLE I
PURPOSE OF INTERIM AMENDMENT

1.01 **Adoption by Pre-Approved Plan Sponsor.** Pursuant to Revenue Procedure 2015-36 and Section 14.01(a) of the Plan, the Plan is being amended by the Prototype and/or Volume Submitter Sponsor on behalf of all adopting Employers. This interim amendment is intended to qualify as a good-faith amendment to document the Plan's compliance with the plan qualification requirements under IRS guidance. A copy of this amendment will be provided to all adopting Employers of the Pre-Approved Plans and made a part of their Plans.

1.02 **Application.** This interim amendment supersedes any contrary provisions under the Plan. No signature is required by the Employer to adopt this interim amendment. This interim amendment applies to the signatory Employer and any other adopting Employers of the Plan.

ARTICLE II
AMENDMENT RELATING TO THE EXTENDED ROLLOVER PERIOD FOR PLAN LOAN OFFSET AMOUNTS AND ACCEPTANCE OF ROLLOVER CONTRIBUTIONS

2.01 **Rollovers of Qualified Plan Loan Offset Amounts.** Pursuant to Section 13613 of the Tax Cuts and Jobs Act of 2017, notwithstanding any other provisions of the Plan, the period during which a Qualified Plan Loan Offset Amount may be contributed to the Plan as a Rollover Contribution is extended from 60 days after the date of the offset to the due date (including extensions) for filing the individual's Federal income tax return for the taxable year in which the Plan loan offset occurs.

(a) **Effective date.** This Section 2.01 is effective for Qualified Plan Loan Offset Amounts distributed in taxable years beginning after December 31, 2017.

(b) **Definition of Qualified Plan Loan Offset Amount.** For purposes of this Section 2.01, a Qualified Plan Loan Offset Amount is a Plan loan offset amount that is treated as distributed from a tax-qualified retirement plan described in Code §401(a) or Code §403(a), an annuity contract described in Code §403(b), or a governmental plan under Code §457(b) solely by reason of termination of the Plan or failure to meet the repayment terms of the loan because of Severance from Employment.

2.02 **Acceptance of Rollover Contributions.** Notwithstanding any other provision of the Plan, the Plan Administrator may accept any Rollover Contribution that satisfies the requirements including the time period to make Rollover Contributions, under Code §402(c) and applicable IRS regulations and other guidance. Thus, for example, the Plan Administrator may accept a Rollover Contribution as provided under Revenue Procedure 2016-47 relating to the waiver of the 60-day rollover period and acceptable self-certification by an Employee.

ARTICLE III
AMENDMENT RELATING TO SPECIAL DISASTER-RELATED RULES

3.01 **In General.** This Article III incorporates the provisions of Section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, Section 11028 of the Tax Cuts and Jobs Act of 2017, and Section 20102 of the Bipartisan Budget Act of 2018 relating to special disaster-related rules for retirement plans. The provisions of this Article III will apply only to the extent a distribution or loan has been made to a qualified individual as provided under the applicable law. If the Plan does not operationally apply the rules under this Article III, such provisions do not apply to the Plan. To the extent this Article III applies to the Plan, the provisions of this Article III supersede any inconsistent provisions of the Plan or loan program.

3.02 **Tax-favored Withdrawals from the Plan.**

(a) **Eligibility for Qualified Disaster Distribution.** A qualified individual (as determined under the appropriate provisions of the laws referenced in Section 3.01 above) may take a Qualified Disaster Distribution without regard to any distribution restrictions otherwise applicable under the Plan.

(1) **Definition of Qualified Disaster Distribution.** A Qualified Disaster Distribution is a distribution within the applicable time periods to a qualified individual as described in Section 502(a) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, Section 11028(b)(1) of the Tax Cuts and Jobs Act of 2017, and Section 20102(b)(1) of the Bipartisan Budget Act of 2018.

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(2) **Limit on amount of Qualified Disaster Distributions.** The aggregate amount of Qualified Disaster Distributions received by an individual for any taxable year (from all plans maintained by the Employer and any member of a controlled group which includes the Employer) may not exceed the excess (if any) of $100,000, over the aggregate amounts treated as Qualified Disaster Distributions (under the applicable relief law) received by such individual for all prior taxable years.

(b) **Repayment of Qualified Disaster Distribution.** A Participant who received a Qualified Disaster Distribution from the Plan or another eligible retirement plan (as defined in Code §402(c)(8)(B)) may, at any time during the 3-year period beginning on the day after the receipt of such distribution, make one or more rollover contributions to the Plan in an aggregate amount that does not exceed the amount of such Qualified Disaster Distribution. This subsection (b) only applies if the Plan permits rollover contributions.

(c) **Recontributions of Withdrawals for Home Purchases.** As provided under Section 502(b) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(b) of the Bipartisan Budget Act of 2018, a Participant who received a qualified distribution to purchase a home, but does not purchase the home due to the disaster may, under the applicable law, make one or more rollover contributions to the Plan during the applicable period in an aggregate amount not to exceed the amount of such qualified distribution. This subsection (c) only applies if the Plan permits rollover contributions.

(d) **Special Loan Rules.** As provided under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018, the Plan Administrator is authorized (but not required) to revise the applicable loan requirements under the Plan to reflect (1) and (2) below.

(1) **Increased Participant loan limits.** Notwithstanding the Participant loan limitations under the Plan, for purposes of determining the permissible Participant loans for qualified individuals during the applicable periods (as provided for under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018), the loan limit under Code §72(p)(2)(A) shall be applied by substituting "$100,000" for "$50,000" and the adequate security requirement under Code §72(p)(2)(A) (ii) may be applied using "the Participant's vested Account Balance" rather than "one-half (½) of the Participant's vested Account Balance."

(2) **Delayed loan repayment date.** If a qualified individual has an outstanding Participant loan on or after the qualified beginning date (as provided under Section 502(c) of the Disaster Tax Relief and Airport and Airway Extension Act of 2017 and Section 20102(c) of the Bipartisan Budget Act of 2018), and the due date for repayment of such loan occurs during the applicable period beginning on the qualified beginning date (as described under the applicable disaster relief law):

(i) the due date for repayment of the Participant loan shall be delayed for 1 year;

(ii) any subsequent repayments with respect to such loan shall be appropriately adjusted to reflect the delay in the due date under subsection (i) and any interest accruing during such delay; and

(iii) in determining the 5-year period and the term of the loan under Code §72(p)(2)(B) and (C), the 1-year delay period described in subsection (i) shall be disregarded.

TEACHER/EMPLOYEE RECRUITMENT AND RETENTION PROGRAM ("TERRP")

TRUST AGREEMENT

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Article I

DEFINITIONS

1.1 "Agreement for Administrative Services" shall mean the agreement executed between the Member Agency and the Trust Administrator which authorizes the Trust Administrator to perform specific duties of administering the Member Agency Plan and related Agency Trust.

1.2 "Agency Trust" shall mean the legally separate and individual trust, whose provisions are identical to those of the TERRP Trust Agreement, that is established by a Member Agency when it adopts the TERRP Trust by executing an Adoption Agreement.

1.3 "Amended Effective Date" shall mean May 1, 2007, the date the TERRP Trust Agreement was amended and restated in its entirety.

1.4 "Applicable Law" shall mean the laws of the State of Texas and any federal law applicable to the TERRP Trust.

1.5 "Assets" shall mean all contributions and transfers of assets received by an Agency Trust on behalf of a Member Agency's Plan, together with the income and earnings from such contributions and transfers and any increments accruing to them.

1.6 "Code" shall mean the Internal Revenue Code of 1986 as amended from time to time.

1.7 "Delegatee" shall mean an individual or entity, appointed by the Plan Administrator or Member Agency to act in such matters as are specified in the appointment.

1.8 "Effective Date" shall mean September 1, 2001, the date the TERRP Trust was established.

1.9 "Investment Advisor" shall mean the professional investment advisor (if any) retained by the Investment Advisory Committee to render advice to the Investment Fiduciary. The terms and conditions of the retention of the Investment Advisor shall be set forth in the contract between the Investment Advisory Committee and the Investment Advisor.

1.10 "Investment Advisory Committee" shall mean the committee, if any appointed by Education Service Center Region 10 ("Region 10"), and if no such committee has been appointed, Region 10 itself.

1.11 "Investment Consultant" shall mean the professional investment consultant (if any) retained by the Investment Advisory Committee and the Investment Advisor to render advice to all parties regarding the investment strategies and selection of investment managers and/or mutual funds for the Trust.

1.12 "Investment Fiduciary" shall mean the fiduciary with the authority and duty to direct the investment and management (including the power to direct the acquisition and disposition) of some or all of the Assets of the Agency Trust appointed by a Member Agency for its Agency Trust. The Investment Fiduciary may, but need not, retain an Investment Advisor.

1.13 "Omnibus Account" shall mean an account, established for record keeping purposes only, to commingle the Assets of the Agency Trust.

1.14 "Member Agency" shall mean a public education agency that adopts the provisions of the TERRP Trust Agreement.

1.15 "Plan" shall mean the tax qualified plan whose assets the Agency Trust holds.

1.16 "Plan Administrator" shall mean the individual designated by position of employment at the Member Agency to act on its behalf in all matters relating to the Member Agency's participation in the TERRP Trust and Agency Trust.

1.17 "Participant" shall mean an individual participating in a Member Agency Plan or that individual's beneficiary.

1.18 "TERRP Trust Agreement" or "Trust Agreement" shall mean the pro forma Teacher/Employee Recruitment and Retention Program trust document adopted by each Member Agency upon execution of an Adoption Agreement, as amended from time to time.

1.19 "TERRP Trust" shall mean the Teacher/Employee Recruitment and Retention Program trust arrangement.

1.20 "Trust Administrator" shall mean CONTRACTOR.

1.21 "Trustee" shall mean the entity appointed as trustee of the TERRP Trust that shall also serve as trustee of each Agency Trust established pursuant to the provisions of this trust.

Article II

THE TERRP TRUST

2.1 Multiple Employer Trust

The TERRP Trust is a multiple employer trust arrangement established to provide economies of scale and efficiency of administration to public agencies that adopt it to hold the assets of their Member Agency Plans maintained for the benefit of their employees. The TERRP Trust consists of the Agency Trusts adopted and not terminated by Member Agencies.

2.2 Qualified Governmental Retirement Trust

The TERRP Trust is established pursuant to the provisions of Section 501(a) of the Code and the provisions of the Government Code of the State of Texas.

2.3 Date of Adoption

The date as of which each Member Agency adopts the TERRP Trust shall be the "Effective Date" of the TERRP Trust Agreement and the Agency Trust, as defined in Section 2.5, as to that Member Agency.

2.4 Member Agencies

Any public education agency may, by action of its governing body in writing accepted by the Trustee, adopt the provisions of the TERRP Trust Agreement as the trust portion of a qualified governmental retirement plan established for the benefit of its employees. Executing an adoption instrument for the TERRP Trust ("Adoption Agreement"), attached hereto as Exhibit "A", shall constitute such adoption. Executing an Adoption Agreement shall also constitute adoption by the public education agency of an Agreement for Administrative Services with the Trust Administrator, pursuant to section 3.6 of this TERRP Trust Agreement. Such adopting employer shall then become a Member Agency of the TERRP Trust.

Each such Member Agency shall, at a minimum, furnish the Trust Administrator with the following documents to support its adoption of the TERRP Trust:

(a) a certified copy of the Member Agency governing body resolution authorizing the adoption of the TERRP Trust Agreement and the appointment of an individual as Plan Administrator; and

(b) an original of the Adoption Agreement executed by the Plan Administrator or other duly authorized Member Agency employee.

2.5 Agency Trust

By adopting the TERRP Trust Agreement, as provided in Section 2.4, a Member Agency shall be deemed to have adopted a legally separate and individual Agency Trust whose provisions are identical to those of the TERRP Trust Agreement. The Assets of an Agency Trust shall be available only to pay benefits pursuant to the provisions of the Plan to participants and beneficiaries of the Member Agency entitled to receive benefits under the provisions of the Plan. The Agency Trust is created for the purpose of receiving contributions made to fund the Member Agency's Plan; accumulating, managing and investing those contributions; and providing benefits to active or retired participants of the Plan, their joint annuitants, or their beneficiaries. Each Agency Trust shall be used to fund only a single Plan maintained by the Member Agency. A Member Agency may establish additional Agency Trusts to fund the assets of additional Plans by executing one or more additional Adoption Agreement(s).

2.6 Assets of Agency Trust

The assets of the Agency Trust shall consist of all contributions and transfers received by the Agency Trust on behalf of the Member Agency's Plan, together with the income and earnings from such contributions and transfers, and any increments accruing to them ("Assets"). All contributions or transfers shall be received by the Trustee in cash or in other property acceptable to the Trustee. The Trustee shall (subject to direction by the Investment Fiduciary, as set forth in Article V) manage and administer the Assets of the Agency Trust without distinction between principal and income. The Trustee and the Trust Administrator shall have no duty to compute any amount to be transferred or paid to the Agency Trust by the Member Agency and the Trustee and the Trust Administrator shall not be responsible for the collection of any contributions or transfers to the Agency Trust.

2.7 Commingling for Investment and Administration

The Assets of more than one Agency Trust may be commingled by the Trustee or Investment Fiduciary in one or more Omnibus Accounts for investment and administrative purposes, to provide economies of scale and efficiency of administration to the Agency Trusts. The responsibility for Plan level accounting within this Omnibus Account(s) shall be that of the Trust Administrator.

2.8 Trustee Accounting

The Trustee shall be responsible only for maintaining records and maintaining accounts for the aggregate assets of the TERRP Trust. The responsibility for Plan level accounting for each Agency Trust, based upon the Omnibus Account(s), shall be that of the Trust Administrator.

2.9 No Diversion of Assets

The Assets in each Agency Trust shall be held in trust for the exclusive purpose of providing benefits to the Participants of the Plan for which the Agency Trust is holding assets and defraying the reasonable expenses of such Plan. The Assets shall not be used for or diverted to, any other purpose.

2.10 Type and Nature of Trust

Neither the full faith and credit nor the taxing power of each Member Agency is pledged to the distribution of benefits hereunder. Except for contributions and other amounts hereunder, no other amounts are pledged to the distribution of benefits hereunder. Distributions of benefits are neither general nor special obligations of any Member Agency, but are payable solely from the Assets of each Agency Trust, as more fully described herein. No employee of any Member Agency or beneficiary may compel the exercise of the taxing power by any Member Agency.

Distributions of Assets under any Agency Trust are not debts of any Member Agency within the meaning of any constitutional or statutory limitation or restriction. Such distributions are not legal or equitable pledges, charges, liens or encumbrances, upon any of a Member Agency's property, or upon any of its income, receipts, or revenues, except amounts in the accounts which are, under the terms of each Plan and the Agency Trust set aside for distributions. Neither the members of the legislative body of any Member Agency nor its officers, employees, agents or volunteers are liable hereunder.

Article III

ADMINISTRATIVE MATTERS

3.1 Appointment of Trustee

The Investment Advisory Committee may by a simple majority act to appoint a bank, trust company, retirement board, insurer, committee or such other entity as permitted by Applicable Law to serve as Trustee. Such action must be in writing. Upon the written acceptance of such entity it shall become the Trustee of the TERRP Trust and the trustee of each Agency Trust. By executing an Adoption Agreement, the adopting Member Agency hereby appoints the Investment Advisory Committee to act on its behalf in all matters related to the TERRP Trust, including but not limited to the appointment of the Trustee. The Investment Advisory Committee hereby appoints AST Capital Trust as the Trustee as of the Amended Effective Date.

3.2 Removal of Trustee

The Investment Advisory Committee may remove the Trustee upon 60 days' prior written notice. Such action must be in writing and delivered to the Trustee and the Trust Administrator. Upon such removal from the TERRP Trust the Trustee shall also be removed as trustee of each of the Agency Trusts. The Plan Administrator may remove the Trustee as trustee of an Agency Trust by giving at least one-hundred eighty (180) days prior written notice to the Trustee and the Trust Administrator and withdrawing from the TERRP Trust. As soon as administratively feasible following such withdrawal, the Trustee shall transfer the assets of the Agency Trust to the successor trustee named by the Plan Administrator.

3.3 Resignation of Trustee

The Trustee may resign as trustee of the TERRP Trust on any anniversary of the Effective Date of the Trust by giving at least one-hundred eighty (180) days prior written notice to the Trust Administrator and to each Plan Administrator of each Member Agency that has adopted the TERRP Trust Agreement and not terminated its participation in the TERRP Trust. Such resignation shall also be deemed a resignation as trustee of each of the Agency Trusts. The Trustee may resign as trustee of an Agency Trust on any anniversary of the Effective Date of the Trust by giving at least one-hundred eighty (180) days written notice to the Plan Administrator of such Agency Trust and to the Trust Administrator. The Member Agency's appointment of a successor trustee to the Agency Trust will vest the successor trustee with title to the Assets of its Agency Trust upon the successor trustee's acceptance of such appointment.

3.4 The Plan Administrator

The governing body of each Member Agency shall have plenary authority for the administration and investment of the Agency Trust pursuant to any applicable state laws and applicable federal laws and regulations. Each Member Agency shall by resolution designate a Plan Administrator. Unless otherwise specified in the instrument the Plan Administrator shall be deemed to have authority to act on behalf of the Member Agency in all matters pertaining to the Member Agency's participation in the TERRP Trust and in regard to the Agency Trust of the Member Agency. Such appointment of a Plan Administrator shall be effective upon receipt and acknowledgment by the Trustee and the Trust Administrator and shall be effective until the Trustee and Trust Administrator are furnished with a resolution of the Member Agency that the appointment has been modified or terminated. The powers of the Plan Administrator with regard to the TERRP Trust shall be limited in accordance with Sections 3.1 and 3.6.

3.5 Failure to Appoint Plan Administrator

If a Plan Administrator is not appointed, or such appointment lapses, the Member Agency shall be deemed to be the Plan Administrator. As used in this document Plan Administrator shall be deemed to mean Member Agency when a Plan Administrator has not been appointed.

3.6 Delegatee

The Plan Administrator, acting on behalf of the Member Agency, may delegate certain authority, powers and duties to a Delegatee to act in those matters specified in the delegation. Any such delegation must be in writing that names and identifies the Delegatee, states the effective date of the delegation, specifies the authority and duties delegated, is executed by the Plan Administrator and is acknowledged in writing by the Delegatee, the Trust Administrator (if not the Delegatee) and the Trustee (which shall make such acknowledgement in a timely manner and which shall not withhold such acknowledgement). Such delegation shall be effective until the Trustee and the Trust Administrator are directed in writing by the Plan Administrator that the delegation has been rescinded or modified. The Plan Administrator's authority is limited to those actions not reserved under the Trust Agreement to the Investment Advisory Committee as long as the Member Agency maintains its Agency Trust as a part of the TERRP Trust.

3.7 Certification to Trustee

The governing body of each Member Agency, or other duly authorized official, shall certify in writing to the Trustee and the Trust Administrator the names and specimen signatures of the Plan Administrator and Delegatee, if any, and all others authorized to act on behalf of the Member Agency whose names and specimen signatures shall be kept accurate by the Member Agency acting through a duly authorized official or governing body of the Member Agency. The Trustee and the Trust Administrator shall have no liability if it acts upon the

direction of a Plan Administrator or Delegatee that has been duly authorized, as provided in Section 3.6, if that Plan Administrator or Delegatee is no longer authorized to act, unless the Member Agency has informed the Trustee and the Trust Administrator of such change.

3.8 Directions to Trustee

All directions to the Trustee from the Plan Administrator or Delegatee must be in writing and must be signed by the Plan Administrator or Delegatee, as the case may be. For all purposes of this Trust Agreement, direction shall include any certification, notice, authorization, application or instruction of the Plan Administrator, Delegatee or Trustee appropriately communicated. The above notwithstanding direction may be implied if the Plan Administrator or Delegatee has knowledge of the Trustee's intentions and fails to file written objection.

The Trustee shall have the power and duty to comply promptly with all proper direction of the Plan Administrator or Delegatee, appointed in accordance with the provisions of this TERRP Trust Agreement. In the case of any direction deemed by the Trustee to be unclear or ambiguous the Trustee may seek written instructions from the Plan Administrator, the Agency or the Delegatee on such matter and await their written instructions without incurring any liability. The Trustee may request directions or clarification of directions received and may delay acting until clarification is received. In the absence of timely direction or clarification, or if the Trustee considers any direction to be a violation of the TERRP Trust Agreement or any Applicable Law, the Trustee shall in its sole discretion take appropriate action, or refuse to act upon a direction.

3.9 Trust Administrator

The Investment Advisory Committee has appointed CONTRACTOR as the Trust Administrator. By executing the Adoption Agreement, pursuant to Section 3.1, the Member Agency authorizes the Investment Advisory Committee to appoint the Trust Administrator. The Trust Administrator has accepted its appointment subject to each Member Agency's delegation of authority, to act as such, pursuant to Section 3.6 of this TERRP Trust Agreement. The Trust Administrator's duties involve the performance of the following services pursuant to the provisions of this trust agreement and the Agreement for Administrative Services:

(a) Performing periodic accounting of the Agency Trust;

(b) Directing the Trustee to make distributions from the Agency Trust to Participants pursuant to the provisions of the Member Agency's Plan and liquidate assets in order to make such distributions;

(c) Notifying the Investment Fiduciary of the amount of Assets in the Agency Trust available for further investment and management by the Investment Fiduciary;

(d) Allocating contributions, earnings and expenses to each Agency Trust;

(e) Directing the Trustee to pay the fees of the Trust Administrator and to do such other acts as shall be appropriate to carry out the intent of the Agency Trusts;

(f) Directing the Trustee to pay insurance premiums, if any, as approved by the Investment Advisory Committee, and as permitted by law, which would reimburse the Trustee, Trust Administrator, Investment Advisory Committee or any other parties providing services to the TERRP Trust against liability they may incur as a result of their actions or omissions with respect to the TERRP Trust.

(g) Such other services as the Member Agency and the Trust Administrator may agree in the Agreement for Administrative Services pursuant to Section 2.4.

3.10 The Trust Administrator shall be entitled to rely on, and shall be under no duty to question, direction and/or data received from the Plan Administrator and/or Investment Advisory Committee, or other duly authorized entity, in order to perform its authorized duties under this trust agreement. The Trust Administrator shall not have any duty to compute contributions made to the Agency Trust, determine or inquire whether contributions made to the Agency Trust by the Plan Administrator or other duly authorized entity are adequate to meet and discharge liabilities under the Plan; or determine or inquire whether contributions made to the Agency Trust are in compliance with the Plan; The Trust Administrator shall not be liable for non performance of duties if such non performance is directly caused by erroneous, and/or late delivery of, directions or data from the Plan Administrator, or other duly authorized entity.

3.11 Additional Trust Administrator Services

The Plan Administrator may at any time, with the approval of the Investment Advisory Committee, retain the Trust Administrator as its agent to perform any act, keep any records or accounts and make any computations which are required of the Member Agency or the Plan Administrator by this TERRP Trust Agreement or by the Member Agency's Plan. The Trust Administrator shall be separately compensated for such service and such services shall not be deemed to be contrary to the TERRP Trust Agreement.

3.12 Trust Administrator's Compensation

As may be agreed upon from time to time by the Investment Advisory Committee and Trust Administrator, the Trust Administrator will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the Agency Trust and to the TERRP Trust.

3.13 Resignation or Removal of Trust Administrator

The Trust Administrator may not resign under this Agreement. The Trust Administrator's obligation to Region 10 and the Investment Advisory Committee and Trust Administrator's ability to terminate its services shall be governed by the Agreement for Administrative Services between Region 10 and the CONTRACTOR. Likewise, Region 10's and the Investment Advisory Committee's obligation to the Trust Administrator and Region 10's and the Investment Advisory Committee's ability to terminate the services of the Trust Administrator shall be governed by the Agreement for Administrative Services between Region 10 and the CONTRACTOR.

Article IV

THE TRUSTEE

4.1 Powers and Duties of the Trustee

It is intended that, at all times, the Trustee shall be subject to the direction of the Investment Fiduciary, and that the Trustee shall not act or be required to act in a discretionary role concerning the investment of the assets held in trust pursuant to this Agreement. Subject to the direction of the Investment Fiduciary as provided in Article V and subject to Article VI, the Trustee shall (as and if so directed by the Investment Fiduciary) have full power and authority with respect to property held in the Agency Trust to do all such acts, take all proceedings, and exercise all such rights and privileges, whether specifically referred to or not in this document, as could be done, taken or exercised by the absolute owner, including, without limitation, the following:

(a) To invest and reinvest the Assets or any part hereof in any one or more kind, type, class, item or parcel of property, real, personal or mixed, tangible or intangible; or in any one or more kind, type, class, item or issue of investment or security; or in any one or more kind, type, class or item of obligation, secured or unsecured; or in any combination of them, provided any of the foregoing investments are available for acquisition through the Trustee;

(b) To acquire and sell options to buy securities ("call" options) and to acquire and sell options to sell securities ("put" options);

(c) To buy, sell, assign, transfer, acquire, loan, lease (for any purpose, including mineral leases), exchange and in any other manner to acquire, manage, deal with and dispose of all or any part of the Agency Trust property, for cash or credit and upon any reasonable terms and conditions;

(d) To make deposits, with any bank or savings and loan institution, including any such facility of the Trustee or an affiliate thereof provided that the deposit bears a reasonable rate of interest;

(e) To invest and reinvest the Assets, or any part thereof in any one or more collective investment trust funds, including common and group trust funds that consist exclusively of assets of exempt pension and profit sharing trusts and individual retirement accounts qualified and tax exempt under the Code, that are maintained by the Trustee or an affiliate thereof. The declaration of trust or plan of operations for any such common or collective fund is hereby incorporated herein and adopted into this TERRP Trust Agreement by this reference. The combining of money and other assets of the Agency Trust with money and other assets of other qualified

trusts in such fund or funds is specifically authorized. If the plan and trust for any reason lose their tax exempt status, and the Assets have been commingled with assets of other tax exempt trusts in Trustee's collective investment funds, the Trustee shall within thirty (30) days of notice of such loss of tax exempt status, liquidate the Agency Trust's units of the collective investment fund(s) and invest the proceeds in a money market fund pending investment or other instructions from the Plan Administrator. The Trustee shall not be liable for any loss or gain or taxes, if any, resulting from said liquidation;

(f) To place uninvested cash and cash awaiting distribution in one or more mutual funds and/or commingled investment funds maintained by or made available by the Trustee, and to receive compensation from the sponsor of such fund(s) for services rendered, separate and apart from any Trustee's fees hereunder. Trustee or Trustee's affiliate may also be compensated for providing investment advisory services to any mutual fund or commingled investment funds;

(g) To borrow money for the purposes of the Agency Trust from any source with or without giving security; to pay interest; to issue promissory notes and to secure the repayment thereof by pledging all or any part of the Assets;

(h) To take all of the following actions as directed by the Investment Fiduciary or other person with investment discretion over the trust assets: to vote proxies of any stocks, bonds or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to consent to or otherwise participate in corporate reorganizations or other changes affecting corporate securities and to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held in the Agency Trust;

(i) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(j) To raze or move existing buildings; to make ordinary or extraordinary repairs, alterations or additions in and to buildings; to construct buildings and other structures and to install fixtures and equipment therein;

(k) To pay or cause to be paid from the Agency Trust any and all real or personal property taxes, income taxes or other taxes or assessments of any or all kinds levied or assessed upon or with respect to the Agency Trust or the Plan;

(l) To exercise all the further rights, powers, options and privileges granted, provided for, or vested in trustees generally under applicable federal or Texas State laws, as amended from time to time, it being intended that, except as herein otherwise provided, the powers conferred upon the Trustee herein shall not be construed as being in limitation of any authority conferred by law, but shall be construed as consistent or in addition thereto.

4.2 Additional Trustee Powers

In addition to the other powers enumerated above, and whether or not the Investment Fiduciary has retained investment authority, the Trustee in any and all events is authorized and empowered to take the actions listed below. However, actions listed under items (d), (e), (l) and (o) may only be taken with the prior approval of the Investment Advisory Committee.

(a) To keep any portion of the Trust in cash or cash balances, including, but not limited to, amounts with respect to which the Trustee has not received instructions from the Investment Fiduciary, it being understood that the Trustee shall not be required to pay any interest on any such balances;

(b) To cause all or any part of the Agency Trust to be held in the name of the Trustee (which in such instance need not disclose its fiduciary capacity) or, as permitted by law, in the name of any nominee, and to acquire for the Agency Trust any investment in bearer form, but the books and records of the Agency Trust shall at all times show that all such investments are a part of the Agency Trust and the Trustee shall hold evidences of title to all such investments;

(c) To serve as sole custodian with respect to the Agency Trust Assets;

(d) To employ such agents and counsel as may be reasonably necessary in managing and protecting the Assets and to pay them reasonable compensation; to employ any broker-dealer, including a broker-dealer affiliated with the Trustee, and pay to such broker-dealer at the expense of the Agency Trust, its standard commissions; to settle, compromise or abandon all claims and demands in favor of or against the Agency Trust; and to charge any premium on bonds purchased at par value to the principal of the Agency Trust without amortization from the Agency Trust, regardless of any law relating thereto;

(e) In addition to the powers listed herein, to do all other acts necessary or desirable for the proper administration of the Agency Trust, as though the absolute owner thereof;

(f) To abandon, compromise, contest, arbitrate or settle claims or demands; to prosecute, compromise and defend lawsuits, but without obligation to do so, all at the risk and expense of the Agency Trust;

(g) To exercise and perform any and all of the other powers and duties specified in this Trust Agreement or the Plan;

(h) To permit such inspections of documents at the principal office of the Trustee as are required by law, subpoena or demand by a United States agency;

(i) To comply with all requirements imposed by applicable provisions of law;

(j) To seek written instructions from the Investment Advisory Committee and/or the Plan Administrator or other fiduciary on any matter and await their written instructions without incurring any liability;

(k) As directed by the Plan Administrator or Delegatee if duly authorized, to cause the benefits provided under the Plan to be paid directly to the persons entitled thereto under the Plan, and in the amounts and in the manner specified, and to charge such payments against the Agency Trust with respect to which such benefits are payable;

(l) To compensate such executive, consultant, actuarial, accounting, investment, appraisal, administrative, clerical, secretarial, medical, custodial, depository and legal firms, personnel and other employees or assistants as are engaged by the Plan Administrator in connection with the administration of the Plan and to pay from the Agency Trust the necessary expenses of such firms, personnel and assistants, to the extent not paid by the Plan Administrator;

(m) To act upon proper written directions of the Plan Administrator or Delegatee, including directions given by photostatic transmissions using facsimile signature;

(n) To pay from the Agency Trust the expenses reasonably incurred in the administration of the Agency Trust as provided in the Plan;

(o) To maintain insurance for such purposes, in such amounts and with such companies as the Investment Advisory Committee shall elect, including insurance to cover liability or losses occurring by reason of the acts or omissions of fiduciaries but only if such insurance permits recourse by the insurer against the fiduciary in the case of a breach of a fiduciary obligation by such fiduciary.

Article V

INVESTMENTS

5.1 Investment Fiduciary

The Investment Advisory Committee shall be the Investment Fiduciary unless another person, persons or organization is appointed by Region 10 to act as the Investment Fiduciary.

5.2 Appointment of an Investment Advisor as Investment Fiduciary

The Investment Advisory Committee may appoint an Investment Advisor as the Investment Fiduciary, with the authority and duty to direct the investment and management of all or any portion of the Assets of the Trust.

5.3 Appointment of an Investment Consultant

The Investment Advisory Committee may appoint an Investment Consultant to render investment advice as provided by Section 1.10 of the Trust. The Investment Advisory Committee may instruct the Trustee to accept investment instructions from the Investment Consultant. The Trustee may follow such instructions in accordance with the other terms of the Trust.

5.4 Appointment of Investment Fiduciary

No action of the Investment Advisory Committee pursuant to 5.2 shall be effective until a certified copy of the resolution of the Investment Advisory Committee action is delivered to the Trustee. Upon receipt and acceptance, the Investment Advisor shall assume fiduciary responsibility with respect to the investment and management of such assets of the Trust as are specified in the resolution or action. Any transfer of investment authority to an Investment Advisor may be revoked by delivering to the Investment Advisor a written notice from Investment Advisory Committee.

5.5 Reliance by Trustee on Investment Fiduciary

The appointment, selection and retention of an Investment Fiduciary shall be solely the responsibility of the Investment Advisory Committee acting through its governing body. The Trustee may rely upon the fact that the Investment Fiduciary is authorized to direct the investment and management of the Assets of the Trust until such time as the Investment Advisory Committee shall notify the Trustee in writing that another Investment Fiduciary has been appointed to replace the Investment Fiduciary named, or, in the alternative, that the Investment Fiduciary named has been removed.

5.6 Trustee is not Investment Fiduciary

The Trustee shall not be the Investment Fiduciary and shall have no responsibility or authority for the investment and management of assets.

(a) At all times, the Investment Fiduciary is authorized to direct the investment and management of the Assets of the Agency Trust. The Trustee shall (subject to the overriding limitations hereinafter set forth) effect and change investment of the Assets of the Agency Trust as directed in writing by the Investment Fiduciary, and shall neither effect nor change any such investments without such direction and shall have no right, duty or responsibility to recommend investments or investment changes. The following provisions shall govern the Trustee:

(b) The Trustee shall not be liable nor responsible for losses or unfavorable results arising from the Trustee's compliance with proper directions of the Plan Administrator, Investment Fiduciary, if applicable, or the Investment Advisory Committee which are made in accordance with the terms of this Trust Agreement and which are not contrary to the provisions of any applicable federal or state statute regulating such investment.

(c) In the event an Investment Fiduciary is given authority and responsibility with respect to the investment and management of the Assets of the Agency Trust, neither the Trustee nor the Plan Administrator shall be liable or responsible in any way for any losses or other unfavorable results arising from the Trustee's compliance with investment or management directions received by the Trustee from the Investment Fiduciary.

5.7 Investment Directions Must be in Writing

In order to be valid all directions concerning investments made by the Plan Administrator, or the Investment Fiduciary or Trustee must be signed by the authorized person or persons acting on behalf of the Investment Advisory Committee, Investment Fiduciary or Trustee, as the case may be.

5.8 Trustee Reliance On Directions

(a) The Trustee shall be entitled to rely upon directions which the Trustee receives. The Trustee shall be under no duty to question any directions of the Investment Fiduciary or Plan Administrator nor to review any securities or other property of the TERRP Trust or Agency Trust constituting assets thereof with respect to which an Investment Fiduciary or the Investment Advisory Committee has investment responsibility, nor to make any suggestions to the Investment Fiduciary or Plan Administrator in connection therewith. The Trustee shall, as promptly as possible, comply with any written directions given by the Plan Administrator or an Investment Fiduciary hereunder. The Trustee shall not be liable, in any manner nor for any reason, for the making or retention of any investment pursuant to such directions, nor shall the Trustee be liable for its failure to

invest any or all of the Assets of the Agency Trust in the absence of such written directions. The Trustee shall not be liable in any manner, nor for any reason, for actions taken or inaction of any prior trustee or successor trustee. The Trustee shall be under no obligation to seek written clarification in the event of ambiguity.

(b) The Trustee shall have no obligation to determine the existence of any conversion, redemption, exchange, subscription or other right relating to any securities purchased of which notice was given prior to the purchase of such securities, and shall have no obligation to exercise any such right unless the Trustee is informed of the existence of the right and is instructed to exercise such right, in writing, by the Investment Advisory Committee or the Investment Fiduciary, as the case may be, within a reasonable time prior to the expiration of such right.

(c) In any event, neither the Investment Advisory Committee nor any Investment Fiduciary referred to above shall direct the purchase, sale or retention of any Assets of the Agency Trust if such directions are not in compliance with Applicable Law.

5.9 Trustee Fees

As may be agreed upon, in writing, between the Investment Advisory Committee and Trustee, the Trustee will be paid reasonable compensation for services rendered or reimbursed for expenses properly and actually incurred in the performance of duties with respect to the Agency Trust or the TERRP Trust.

5.10 Contributions

The Plan Administrator shall make all of its contributions to the Trustee, and shall also transmit all contributions of Plan Participants, as may be required or allowed by the Plan, to the Trustee. Such contributions shall be in cash unless the Trustee agrees to accept a contribution that is not in cash. All contributions shall be paid to the Trustee for investment and reinvestment pursuant to the terms of this Trust Agreement. The Trustee shall not have any duty to determine or inquire whether any contributions to the Agency Trust made to the Trustee by any Plan Administrator are in compliance with the Plan; nor shall the Trustee have any duty or authority to compute any amount to be paid to the Trustee by any Plan Administrator; nor shall the Trustee be responsible for the collection or adequacy of the contributions to meet and discharge liabilities under the Plan. The contributions received by the Trustee from each Member Agency shall be held and administered pursuant to the terms hereof without distinction between income and principal.

5.11 Records

(a) The Trustee shall maintain accurate records and detailed accounts of all investments, receipts, disbursements and other transactions hereunder at

the TERRP Trust level. Such records shall be available at all reasonable times for inspection by the Trust Administrator. The Trustee shall, at the direction of the Trust Administrator, submit such valuations, reports or other information as the Trust Administrator may reasonably require.

(b) Valuation. The assets of the Agency Trust shall be valued at their fair market value on the date of valuation, as determined by the Trustee based upon such sources of information as it may deem reliable; provided, however, that the Investment Advisory Committee shall instruct the Trustee as to valuation of assets which are not readily determinable on an established market. The Trustee may rely conclusively on such valuations provided by the Investment Advisory Committee and shall be indemnified and held harmless by the Investment Advisory Committee with respect to such reliance. If the Investment Advisory Committee fails to provide such values, the Trustee may take whatever action it deems reasonable, including employment of attorneys, appraisers or other professionals, the expense of which will be an expense of administration of the Agency Trust. Transactions in the account involving such hard to value assets may be postponed until appropriate valuations have been received and Trustee shall have no liability therefore.

5.12 Statements

(a) Periodically as specified, and within sixty (60) days after June 30, or the end of the TERRP Trust's fiscal year if different, Trustee shall render to the Trust Administrator as directed, a written account showing in reasonable summary the investments, receipts, disbursements and other transactions engaged in by the Trustee during the preceding fiscal year or period with respect to the TERRP Trust. Such account shall set forth the assets and liabilities of the TERRP Trust valued as of the end of the accounting period.

(b) The Trust Administrator may approve such statements either by written notice or by failure to express objections to such statements by written notice delivered to the Trustee within ninety (90) days from the date the statement is delivered to the Trust Administrator. Upon approval, the Trustee shall be released and discharged as to all matters and items set forth in such statement as if such account had been settled and allowed by a decree from a court of competent jurisdiction.

5.13 Wire Transfers

The Trustee shall follow the Plan Administrator's, Delegatee's, or Trust Administrator's wire transfer instructions in compliance with the written security procedures provided by the party providing the wire transfers. The Plan Administrator assumes the risk of delay of transfer if Trustee is unable to reach the Plan Administrator, or in the event of delay as a result of attempts to comply with any other security procedure selected by the directing party.

5.14 Exclusive Benefit

The Assets of the Agency Trust shall be held in trust for the exclusive purpose of providing benefits to the Participants of the Member Agency Plan, and defraying reasonable expenses of the Plan, and shall not be used for or diverted to any other purpose. No party shall have authority to use or divert such Plan's Assets for the payment of benefits or expenses of any other Member Agency's Plan.

5.15 Delegation of Duties

The Plan Administrator, Delegatee, or Trust Administrator, may, with the approval of the Investment Advisory Committee, at any time retain the Trustee as its agent to perform any act, keep any records or accounts and make any computations that are required of the Plan Administrator, Delegatee or Trust Administrator by this Trust Agreement or by the Plan. The Trustee may be compensated for such retention and such retention shall not be deemed to be contrary to this Trust Agreement.

5.16 Distributions

All benefits payable pursuant to the Plan shall be paid out of the Assets of the Agency Trust by the Trustee pursuant to the direction of the Plan Administrator or Delegatee. The Trustee shall, from time to time, upon the written direction of the Plan Administrator or Delegatee, make distributions from the Assets of the Agency Trust to or for the benefit of such persons, in such manner in such form(s), in such amounts and for such purposes as may be specified in such directions. The Trustee at the direction of the Plan Administrator or Delegatee may make any distribution required to be made by it hereunder by delivering to the Plan Administrator or Delegatee:

Its check payable to the person to whom such distribution is to be made, for delivery to such person; or

In directing the Trustee to make distributions, the Plan Administrator or Delegatee shall follow the provisions of the Plan and shall not direct that any distribution be made either during the existence or upon discontinuance of the Plan, which would cause any part of the Assets of the Agency Trust to be used for or diverted to purposes other than as provided in the Plan and this TERRP Trust. In no event shall the Trustee have any responsibility respecting the application of such distributions, nor for determining or inquiring into whether such distributions are in accordance with the Plan.

Article VI

FIDUCIARY RESPONSIBILITIES

6.1 More Than One Fiduciary Capacity

Any one or more of the fiduciaries with respect to the TERRP Trust Agreement or the Agency Trust may, to the extent required thereby or as directed by the Plan Administrator pursuant to this TERRP Trust Agreement and the Plan, serve in more than one fiduciary capacity with respect to the TERRP Trust Agreement, the Agency Trust and the Plan.

6.2 Fiduciary Discharge of Duties

Except as otherwise provided in the Code and Applicable Law each fiduciary shall discharge such fiduciary's duties with respect to the TERRP Trust Agreement and the Plan:

(a) solely in the interest of the Participants and for the exclusive purpose of providing benefits to Participants, and defraying reasonable expenses of administering the Plan;

(b) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and

(c) by diversifying the investments of the Plan and the Agency Trust so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.

6.3 Limitations on Fiduciary Responsibility

To the extent allowed by the laws of the State of Texas:

No fiduciary shall be liable with respect to a breach of fiduciary duty by any other fiduciary if such breach was committed before such party became a fiduciary or after such party ceased to be a fiduciary.

No fiduciary shall be liable for a breach by another fiduciary except as provided by law.

No fiduciary shall be liable for carrying out a proper direction from another fiduciary, including refraining from taking an action in the absence of a proper direction from the other fiduciary possessing the authority and responsibility to make such a direction, which direction the fiduciary in good faith believes to be authorized and appropriate.

6.4 Indemnification of Trustee by Member Agency

The Trustee shall not be liable for, and Member Agency shall (to the extent allowed by the laws of the State of Texas) indemnify, defend (as set out in 6.8 of this Trust Agreement), and hold the Trustee (including its officers, agents, employees and attorneys) and other Member Agencies harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Member Agency's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.5 Indemnification of Member Agency by Trustee

The Member Agency shall not be liable for, and Trustee shall indemnify, defend (as set out in 6.8 of this Trust Agreement), and hold the Member Agency (including its officers, agents, employees and attorneys) and other Member Agencies harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.6 Indemnification of Trustee by Trust Administrator

The Trustee shall not be liable for, and Trust Administrator shall indemnify and hold the Trustee (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trust Administrator's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.7 Indemnification of Trust Administrator by Trustee

The Trust Administrator shall not be liable for, and Trustee shall indemnify and hold the Trust Administrator (including its officers, agents, employees and attorneys) harmless from and against any claims, demands, loss, costs, expense or liability imposed on the indemnified party, including reasonable attorneys' fees and costs incurred by the indemnified party, arising as a result of Trustee's active or passive negligent act or omission or willful misconduct in the execution or performance of its duties under this Trust Agreement.

6.8 Indemnification Procedures

Promptly after receipt by an indemnified party of notice or receipt of a claim or the commencement of any action for which indemnification may be sought, the

indemnified party will notify the indemnifying party in writing of the receipt or commencement thereof. When the indemnifying party has agreed to provide a defense as set out above that party shall assume the defense of such action (including the employment of counsel, who shall be counsel reasonably satisfactory to such indemnitee) and the payment of expenses, insofar as such action shall relate to any alleged liability in respect of which indemnity may be sought against the indemnifying party. Any indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall not be at the expense of the indemnifying party unless (i) the employment of such counsel has been specifically authorized by the indemnifying party or (ii) the named parties to any such action (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interest between them. The indemnifying party shall not be liable to indemnify any person for any settlement of any such action effected without the indemnifying party's consent.

6.9 No Joint and Several Liability

This document is not intended to and does not create any joint powers agreement or any joint and several liability. No Member Agency shall be responsible for any contributions, costs or distributions of any other Member Agency.

6.10 Arbitration Agreement

The parties agree that, upon the request of the Member Agency, the Trust Administrator, Education Service Center Region 10 or the Trustee, whether made before or after the institution of any legal proceeding, all claims and disputes of every type and matter which may arise between depositor and the custodian shall be submitted to binding arbitration before a panel of arbitrators (as described below), of and pursuant to the rules of the American Arbitration Association ("AAA"); that such arbitration hearings and proceedings shall take place only in Dallas County, Texas; that this arbitration provision and the arbitration shall be administered by the AAA pursuant to and construed and enforced under the Federal Arbitration Act (Title 9) of the United States Code) ("FAA"); however, if the FAA is inapplicable for any reason, such arbitration shall be conducted pursuant to Texas law; that there shall be no class action, class or consolidated arbitration; that the prevailing party in any claim or dispute shall recover his/her/its attorneys' fees, costs and expenses, including without limitation, arbitration filing fees, arbitrators' fees, and other arbitration fees; and that this arbitration agreement shall govern any disputes including the Trust, notwithstanding any provisions, contained in any agreement signed by Trustee in its custodial capacity. Any arbitration proceeding shall be conducted by a panel of three neutral arbitrators unless the parties agree otherwise. Each arbitrator shall be an attorney licensed by the State of Texas having at least ten years of experience in the field of financial industries. If arbitration is requested as described above, the parties expressly waive any right he/she/it may have to

institute or conduct litigation or arbitration before any other body or tribunal. The parties further agree that if a party is required to enforce this arbitration agreement against the other party and/or to compel the other party to arbitration pursuant to this agreement, the party shall recover from the other party his/her/its attorneys' fees, costs and expenses so incurred. Arbitration shall be final and binding upon the parties.

Article VII

AMENDMENT, TERMINATION, WITHDRAWAL AND MERGER

7.1 No Obligation to Continue Plan and Trust

Continuance of the Agency Trust, participation in the TERRP Trust and continuation of the Plan are not assumed as a contractual obligation of the Member Agency.

7.2 Amendments

(a) The TERRP Trust Agreement may only be amended or terminated as provided herein. The Investment Advisory Committee shall have the right to amend this Trust Agreement from time to time, and to similarly amend or cancel any amendments. A copy of all amendments shall be delivered to the Trustee, the Trust Administrator and Plan Administrators promptly as each is made.

(b) Such amendments shall be set forth in an instrument in writing executed by the amending party, the Trust Administrator and the Trustee. Any amendment may be current, retroactive or prospective, provided, however, that no amendment shall:

(1) Cause the Assets of any Agency Trust to be used for or diverted to purposes other than for the exclusive benefit of Participants who have an interest in such Agency Trust or for the purpose of defraying the reasonable expenses of administering such Agency Trust.

(2) Have any retroactive effect so as to reduce the benefits of any Participant having an interest in the Agency Trust as of the date the amendment is adopted, except that such changes may be made as may be required to permit this TERRP Trust Agreement to meet the requirements of Applicable Law.

(3) Change or modify the duties, powers or liabilities of the Trustee or the Trust Administrator hereunder without its consent.

(4) Permit the Assets of any Agency Trust to be used for the benefit of any other Plan of the Member Agency unless the Member Agency agrees to such use.

7.3 Termination of Plan

A termination of the Plan for which the Agency Trust was established shall not, in itself, effect a termination of an Agency Trust. Upon any termination of the Plan,

the Assets of the Agency Trust shall be distributed by the Trustee as and when directed by the Plan Administrator. From and after the date of such termination of the Plan and until final distribution of the Assets the Trustee shall continue to have all the powers provided herein as are necessary or expedient for the orderly liquidation and distribution of such assets and the Agency Trust shall continue until the interests of all Participants have been completely distributed to or for the benefit of the Participants in accordance with the Plan.

7.4 Reversion

In the event a Member Agency's Plan is terminated, the vested interest of any Participant shall not be diminished or adversely affected. Except as may be provided in this Trust Agreement or the Plan, such termination shall not vest in the Member Agency any corpus or income under the Agency Trust, nor cause the Agency Trust to lose its exemption pursuant to 501(a) of the Code. No modification, amendment or termination of the Plan shall be construed to be a termination of the Agency Trust so as to require the Trustee to make a distribution of any of the Assets of the Agency Trust to any Participant. In order to make such distribution the Trustee must receive written instructions from the Plan Administrator or Delegatee in a form acceptable to the Trustee.

If any Member Agency adopts a Plan whose assets are maintained in an Agency Trust and makes application to the Internal Revenue Service, within one year from the date of adoption of such Plan, for a determination that such Plan is a qualified plan under Section 401 (a) of the Code, and if such Plan is determined by the Internal Revenue Service not to be a qualified Plan, then all contributions and investment income attributable to such Plan shall be returned to the Member Agency upon application to the Trustee.

7.5 Fund Recovery Based on Mistake of Fact

Except as hereinafter provided, the Assets of the Agency Trust shall never inure to the benefit of the Member Agency. The Assets shall be held for the exclusive purposes of providing benefits to Participants having an interest in the Plan and defraying reasonable expenses of administering the Agency Trust. The sole exceptions to the foregoing are as set forth in Section 7.4 and as follows:

Mistake of Fact. In the case of a contribution which is made by the Plan Administrator because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Plan Administrator, provided such return occurs within two (2) years after discovery by the Plan Administrator of the mistake. If any repayment is payable to the Plan Administrator, then, as a condition to such repayment, and only if requested by Trustee, the Plan Administrator shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

7.6 Transfers from Other Qualified Plans

Notwithstanding any other provision hereof, there may be transferred to the Trustee, upon direction of the Investment Advisory Committee and the Plan Administrator, all or any of the assets held (whether by a trustee, custodian or otherwise) on behalf of any other plan which satisfies the applicable requirements of Section 401 of the Code, and which is maintained for the benefit of any persons who are or will become Participants in the Plan.

7.7 Termination

The TERRP Trust Agreement may be terminated only by the Trust Administrator (without the requirement of a vote of Member Agencies), or by a unanimous agreement of all Member Agencies. Such action must be in writing and delivered to the Trustee and Trust Administrator.

7.8 Withdrawal

Any Member Agency may remove its Agency Trust from the TERRP Trust upon presenting the Investment Advisory Committee with a Resolution executed by the Member Agency's Board of Trustees authorizing such withdrawal, the signature of the Plan Administrator certifying that the Agency Trust assets are being transferred to a qualified plan and trust set up under Sections 401(a) and 501(a) of the Code for the exclusive benefit of Plan participants, and a copy of the Agency Trust's successor Plan and Trust documents. The Agency Trust shall be charged the cost of transferring any assets to the Member Agency's successor trust. At its discretion, the Member Agency may pay such costs on behalf of the successor trust.

Article VIII

MISCELLANEOUS PROVISIONS

8.1 Nonalienation

To the maximum extent permitted by Applicable Law, a Participant's interest in the Agency Trust shall not in any way be liable to attachment, garnishment, assignment or other process, or be seized, taken, appropriated or applied by any legal or equitable process, to pay any debt or liability of the Participant or any other party. Agency Trust Assets shall not be subject to the claims of the Member Agency or the claims of its creditors.

8.2 Saving Clause

In the event any provision of this TERRP Trust Agreement and each Agency Trust are held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of the TERRP Trust and/or Agency Trust, but this instrument shall be construed and enforced as if said provision had never been included.

8.3 Applicable Law

This TERRP Trust Agreement and each Agency Trust shall be construed, administered and governed under the Code and the applicable provisions of Texas State law, except to the extent that the Member Agency's applicable state law limits or restricts investments in Member Agency's Plan and Trust, and to that extent, the Member Agency's state law shall control, as designated by Member Agency in the Adoption Agreement. To the extent any of the provisions of this Trust Agreement or the Plan are inconsistent with the Code or applicable state law, the provisions of the Code or state law shall control. In the event, however, that any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Trust Agreement and the Plan being a qualified governmental retirement trust and plan within the meaning of the Code.

8.4 Joinder of Parties

In any action or other judicial proceedings affecting this Trust Agreement, it shall be necessary to join as parties only the Trustee, the Plan Administrator or Delegatee. No participant or other persons having an interest in any Agency Trust shall be entitled to any notice or service of process unless otherwise required by law. Any judgment entered in such a proceeding or action shall be binding on all persons claiming under this Trust Agreement, provided, however, that nothing in this Trust Agreement shall be construed as to deprive a participant of such participant's right to seek adjudication of such participant's rights under Applicable Law.

8.5 Employment of Counsel

The Trustee may consult with legal counsel (who may be counsel for the Trustee, the Trust Administrator or any Member Agency) and, with the approval of the Investment Advisory Committee, charge the Agency Trust.

8.6 Gender and Number

Words used in the masculine, feminine or neuter gender shall each be deemed to refer to the other whenever the context so requires; and words used in the singular or plural number shall each be deemed to refer to the other whenever the context so requires.

8.7 Headings

Headings used in this Trust Agreement are inserted for convenience of reference only and any conflict between such headings and the text shall be resolved in favor of the text.

8.8 Counterparts

The Adoption Agreement of this Trust Agreement may be executed in an original and any number of counterparts by the Plan Administrator (executing an Adoption Agreement), the Trust Administrator and the Trustee, each of which shall be deemed to be an original of the one and the same instrument.

8.9 Master Trust and Custodial Arrangement

From time to time, the TPA (CONTRACTOR) may request that certain Plans, including Plans governed by or otherwise qualifying under Sections 403(b), 457(b) and 457(f) of the Code and governmental plans qualifying under Section 401(a) of the Code, be eligible for a "master trust" or "master custodial" arrangement. The Schedule of Compensation as set forth in Schedule B hereto shall apply at the master trust or master custodial level. The TPA shall clearly identify, through its Relius system or such other means as AST may direct, which Plans shall be eligible for the master trust or custodial arrangement. In connection therewith, unless otherwise agreed upon with the individual constituent Plan or the TPA, the services to be provided by AST under this agreement shall only be provided at the master trust or master custodial level. Plans qualifying under Section 401(k) of the Code or other plans subject to Title I of ERISA shall not typically be eligible for the master trust or master custodial arrangement, unless otherwise agreed with the Plan or the TPA. In such cases, the Schedule of Compensation shall apply at the Plan level and AST shall provide services directly to such individual Plans.

Article IX

ACKNOWLEDGMENT AND ACCEPTANCE

The provisions of the TERRP Trust Agreement as contained herein are hereby amended and restated as of May 1, 2007 (the "Amended Effective Date").

IN WITNESS WHEREOF, the Plan Administrator (by executing the Adoption Agreement) the Trust Administrator and Trustee have executed this Trust Agreement by their duly authorized agents on this__ day of _____, 2007.

ACKNOWLEDGED AND ACCEPTED this_____day of_____, 2007.

THE TRUSTEE
AST Capital Trust

By: _____

Title: _____

THE TRUST ADMINISTRATOR CONTRACTOR
JNT Resource Partners, LP dba JEM Resource Partners

By: _____

Title: Partner / Manager

EDUCATION SERVICE CENTER REGION 10, ON BEHALF OF THE INVESTMENT ADVISORY COMMITTEE

By: Jim Shugart

Title: 4/11/07

AMENDMENT ONE
TO THE TEACHER/EMPLOYEE RECRUITMENT AND RETENTION PROGRAM ("TERRP") TRUST

WHEREAS, the Employer has adopted the Teacher/Employee Recruitment and Retention Program Trust (the "Trust") for the benefit of eligible employees; and

WHEREAS, certain changes are required as the result of recent modifications to the TERRP Master Plan Document.

NOW THEREFORE, BE IT RESOLVED that the Plan is hereby amended to restate the second paragraph of Section 7.5 of the Trust as follows:

7.5 Fund Recovery Based on Mistake of Fact

Mistake of Fact. In the case of a contribution which is made by the Plan Administrator because of a mistake of fact, that portion of the contribution relating to the mistake of fact (exclusive of any earnings or losses attributable thereto) may be returned to the Plan Administrator, provided such return occurs within one (1) year after discovery by the Plan Administrator of the mistake. If any repayment is payable to the Plan Administrator, then, as a condition to such repayment, and only if requested by Trustee, the Plan Administrator shall execute, acknowledge and deliver to the Trustee its written undertaking, in a form satisfactory to the Trustee, to indemnify, defend and hold the Trustee harmless from all claims, actions, demands or liabilities arising in connection with such repayment.

IN WITNESS WHEREOF, this Amendment is hereby adopted effective as of September 1, 2012.

Dated: 5-17-13

Education Service Center Region 10

By: Wilburn O. Echols

Wilburn O. Echols, Jr., Executive Director

Discussion and Possible Action on Revision of B.5.3 (Policy) Board Policies

Presented to the Board acting as Committee of the Whole on December 1, 2020, and forwarded to the Board for approval on December 8, 2020.

MINUTE ORDER

"The Board of Trustees hereby approves the attached revised Policy B.5.3."

PURPOSE

This policy was amended to provide for stakeholder input to the policy revision process as well as to edit for clarity.

BACKGROUND

A presentation was made to the Board at its October 20, 2020 meeting proposing that the Chancellor implement policy revision stakeholder input procedures, to include faculty when directly affected. The substantive revision to this policy provides direction to do so.

IMPLICATIONS:

Financial:	None
Strategic Objectives:	III – Performance Excellence
Human Resources:	None

ATTACHMENTS:
1. Revised Policy B.5.3 (Redlined)
2. Revised Policy B.5.3 (Clean)

Ross Laughead, J.D.	Date
General Counsel	
Dr. Mike Flores,	Date
Chancellor	

ALAMO COLLEGES DISTRICT

B.5.3 (Policy) Board Policies
Responsible Department: Legal Services
Board Adoption: 8-18-09
Last Board Action: 12-813-2016
~~Reviewed: 4-29-19~~

Policies and Policy Manual

Within the context of current law, the College District shall be guided by Board-adopted written policies ("policies"). These policies shall be included in the official policy manual maintained by the District Ethics and Compliance Office, and shall also be made available in the online version of the policy manual on the College District website for access by employees, students, and the public.

In this policy the term "policy manual" includes both the official policy manual and the online version of the manual. If discrepancies occur between the online version and the official policy manual, the official policy manual shall control.

The District Ethics and Compliance Officer or designee shall be responsible for the accuracy and integrity of the policy manual, and shall maintain a historical record of the policy manual.

~~If discrepancies occur between the online version and the official policy manual, the official policy manual shall control.~~

References to the Texas Association of School Boards Community Colleges ~~(TACC)~~ Policy Reference Manual are included in the policy manual as a general guide. The documents contained in the ~~TACC Policy Reference~~ Manual are not adopted by the Board, and they remain subject to interpretation by the Board and College District legal counsel, including interpretation about whether they are applicable to the College District.

Harmony with Law

No policy, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application. ~~To this end the provisions of this policy manual are declared to be severable.~~

Policy Development

Proposed new policies and policy amendments and deletions may be initiated by the Chancellor, Board members or responsible administrators, but generally shall be recommended for the Board's consideration by the Chancellor.

Adoption, Amendment and Deletion

The Board shall have the sole right to adopt, amend, interpret and delete policies. Proposed policies, amendments, and deletions shall be submitted to the Policy and Long-Range Planning Committee for review prior to being submitted to the Board for action, except in case of emergency, as determined by the Board.

Proposed new policies and revisions to existing~~old~~ policies shall~~and procedure amendments and deletions may~~ be developed and submitted by the Chancellor as developments warrant or as requested by the Board, with such legal, college, administration, ~~and~~ faculty, and staff input as may be appropriate under the circumstances, including a standard procedure which the Chancellor shall establish, publish and adapt to solicit stakeholder input. ~~as he may deem appropriate and or Vice Chancellor or other policy owner responsible for the policy content; this process can be done directly to the Board bypassing the Committee in case of emergency, as determined by the Board~~. Faculty, for example, may provide input and serve as reviewers of new or revised policies or procedures that directly relate to faculty.

New policies and policy ~~amendments and delet~~revisions become effective upon Board action or at a future date designated by the Board.

~~After Board adoption, amendment or deletion of policies, the p~~Policy changes shall be incorporated into the policy manual as of their effective date.

Board-adopted or amended policies supersede all previous versions, and all other previously adopted policies or other documents addressing the same issues have no force or effect to the extent that they conflict with the newly adopted or amended policy.

Non-Substantive Changes

Title changes, minor procedural or organizational changes, and other non-substantive changes of policies may be made without additional Board approvals, provided neither the meaning nor intent of the policy is altered. The changes shall be incorporated into the policy manual. The District Ethics and Compliance Office shall provide notice of such changes to Board members and employees.

Procedures and Other Guidelines

The Chancellor or designee is authorized to develop and/or approve procedures and other guidelines to carry out policies. No procedure or other guideline or practice, or any portion thereof, shall be operative if it is found to be in conflict with current policy or applicable law.

Force and Effect

These policies are not contractual in nature and do not, absent express statement of intention to do otherwise, confer any liberty or property right to any individual or group of individuals. These policies may, at the sole and absolute discretion of the Board, be from time to time changed, in whole or in part. Moreover, the Board may in its absolute discretion, and at any time, and from time to time, waive application of any or part of any policy.

Review Existing Policy and Procedures

In an effort to improve and standardize our policy review process; the Alamo Colleges is implementing a policy review cycle that accounts for a 100% policy review within a five year period. The District Ethics and Compliance Officer will design a viable process that accounts for an annual review of 1/5 of the District policies and post this plan in the Alamo Share intranet for the Vice Chancellors and other policy owners to follow and comply. Vice Chancellor and or policy owner must identify if the policy is still relevant, accurate and legal. Have any law changed since the last Board action? Has new technology made this policy or any section within this policy obsolete? Are there any new risks that need to be addressed in this policy?

For Policies which are reviewed in compliance with this review requirement but for which no changes are recommended to the Board of Trustees, a notation will be made in its section review date. Example Reviewed 3-23-12.

District procedures shall be reviewed in the same manner and on the same schedule in conjunction with the review of the policy which authorizes the District procedure.

*Legal Reference - TA*SB*CC Policy Reference Manual*
BE(LEGAL) - Policy and Bylaw Development

B.5.3 (Policy) Board Policies
Responsible Department: Legal Services
Board Adoption: 8-18-09
Last Board Action: 12-8-20

Policies and Policy Manual

Within the context of current law, the College District shall be guided by Board-adopted written policies ("policies"). These policies shall be included in the official policy manual maintained by the District Ethics and Compliance Office, and shall also be made available in the online version of the policy manual on the College District website for access by employees, students, and the public.

In this policy the term "policy manual" includes both the official policy manual and the online version of the manual. If discrepancies occur between the online version and the official policy manual, the official policy manual shall control. The District Ethics and Compliance Officer or designee shall be responsible for the accuracy and integrity of the policy manual, and shall maintain a historical record of the policy manual.

References to the Texas Association of School Boards Community Colleges Policy Reference Manual are included in the policy manual as a general guide. The documents contained in the Manual are not adopted by the Board, and they remain subject to interpretation by the Board and College District legal counsel, including interpretation about whether they are applicable to the College District.

Harmony with Law

No policy, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application.

Policy Development

Proposed new policies and policy amendments and deletions may be initiated by the Chancellor, Board members or responsible administrators, but generally shall be recommended for the Board's consideration by the Chancellor.

Adoption, Amendment and Deletion

The Board shall have the sole right to adopt, amend, interpret and delete policies. Proposed policies, amendments, and deletions shall be submitted to the Policy and Long-Range Planning Committee for review prior to being submitted to the Board for action, except in case of emergency, as determined by the Board.

Proposed new policies and revisions to existing policies shall be developed and submitted by the Chancellor as developments warrant or as requested by the Board, with such legal, college, administration, faculty, and staff input as may be appropriate under the circumstances, including a standard procedure which the Chancellor shall establish, publish and adapt to solicit stakeholder input. Faculty, for example, may provide input and serve as reviewers of new or revised policies or procedures that directly relate to faculty.

New policies and policy revisions become effective upon Board action or at a future date designated by the Board. Policy changes shall be incorporated into the policy manual as of their effective date.

Board-adopted or amended policies supersede all previous versions, and all other previously adopted policies or other documents addressing the same issues have no force or effect to the extent that they conflict with the newly adopted or amended policy.

Non-Substantive Changes

Title changes, minor procedural or organizational changes, and other non-substantive changes of policies may be made without additional Board approvals, provided neither the meaning nor intent of the policy is altered. The changes shall be incorporated into the policy manual. The District Ethics and Compliance Office shall provide notice of such changes to Board members and employees.

Procedures and Other Guidelines

The Chancellor or designee is authorized to develop and/or approve procedures and other guidelines to carry out policies. No procedure or other guideline or practice, or any portion thereof, shall be operative if it is found to be in conflict with current policy or applicable law.

Force and Effect

These policies are not contractual in nature and do not, absent express statement of intention to do otherwise, confer any liberty or property right to any individual or group of individuals. These policies may, at the sole and absolute discretion of the Board, be from time to time changed, in whole or in part. Moreover, the Board may in its absolute discretion, and at any time, and from time to time, waive application of any or part of any policy.

Review Existing Policy and Procedures

In an effort to improve and standardize our policy review process; the Alamo Colleges is implementing a policy review cycle that accounts for a 100% policy review within a five year period. The District Ethics and Compliance Officer will design a viable process that

accounts for an annual review of 1/5 of the District policies and post this plan in the Alamo Share intranet for the Vice Chancellors and other policy owners to follow and comply. Vice Chancellor and or policy owner must identify if the policy is still relevant, accurate and legal. Have any law changed since the last Board action? Has new technology made this policy or any section within this policy obsolete? Are there any new risks that need to be addressed in this policy?

For Policies which are reviewed in compliance with this review requirement but for which no changes are recommended to the Board of Trustees, a notation will be made in its section review date. Example Reviewed 3-23-12.

District procedures shall be reviewed in the same manner and on the same schedule in conjunction with the review of the policy which authorizes the District procedure.

DECEMBER 2020 BUDGET AMENDMENT OVERVIEW

DECEMBER 1, 2020

Shayne A. West
Chief Budget Officer

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

DECEMBER BUDGET AMENDMENT OVERVIEW

- **Amendment #1 – All Funds / Final Audited Fund Balance**
  - Provides the final audited financials for the prior year (FY20) restricted & unrestricted fund balance as of August 31, 2020
- **Amendment #2 – Prior Year & Current Year Adjustments**

  Prior Year Carry-forward to Budget (FY20)
  - 50% Savings Incentive Program (Policy C.1.4)
  - Balance carry-forward for (1) student activity fees, (2) preventive maintenance, and (3) multi-year departmental & auxiliary funds

  Current Year Amendments (FY21)
  - Fall 2020 true-up to actuals (tuition revenue & related expenses)
  - FY21 (fall & spring) dual credit ISD cost share revenues and related expenses

  NOTE: in March 2021, budget amendment #3 will adjust for Spring term true-up to actuals, including spring ISD cost share billing

FALL 2020 ENROLLMENT STRONG IN LIGHT OF COVID

FY20 "Keep Learning" initiative

- Re-purposed $10M to invest in strategies to keep enrollment strong and persist into fall
- Puts ACD is strong position heading into the 87th Legislative Session

FALL ENROLLMENT	Certified Fall 2019	Preliminary Fall 2020	Change	Percent Change
50 Community Colleges *Source: THECB*	750,389	687,401	-62,988	-8.4%
Alamo	67,774	68,319	545	0.8%

Recommending $5M investment in FY21

- $2.5M for "Keep Learning" Expanded Summer Momentum Program
- $2.5M for smart growth incentive

BUDGET AMENDMENT #2 SUMMARY

Item #1 Key Drivers

- Fewer credit hours taken (-.5 per student) resulted in Tuition revenue coming in -$4.3M less than planned
- Full year FY21 ISD Cost Share; will true-up for actual spring billing at March regular board meeting
- Allocating prior year savings (Policy C.1.4) to cover fall tuition gap allows for all budgets to remain intact heading into the spring

#2 Expense Adjustments		
1. FY20 Savings & Fall 2020 Performance		
FY2020 Cost Savings	$3.7	
FY21 ISD Cost Share	$1.8	
Fall 2020 Tuition gap	-$4.3	
	Net Adjust	**$1.3**
2. Student Activity Fees & Annual Multi-year Funds		
Student Activity Fees	$2.0	
Multi-year Funds	$2.3	
Preventive Maintenance	$6.5	
	Net Adjust	**$10.8**
3. One-time/Timing Items		
FY20 Student Success Fund	$0.8	
Board Elections	$0.5	
Insurance Premiums	$0.4	
FY20 COVID-related	$2.6	
	Net Adjust	**$4.3**
TOTAL EXPENSE ADJUSTMENTS		**$16.4**

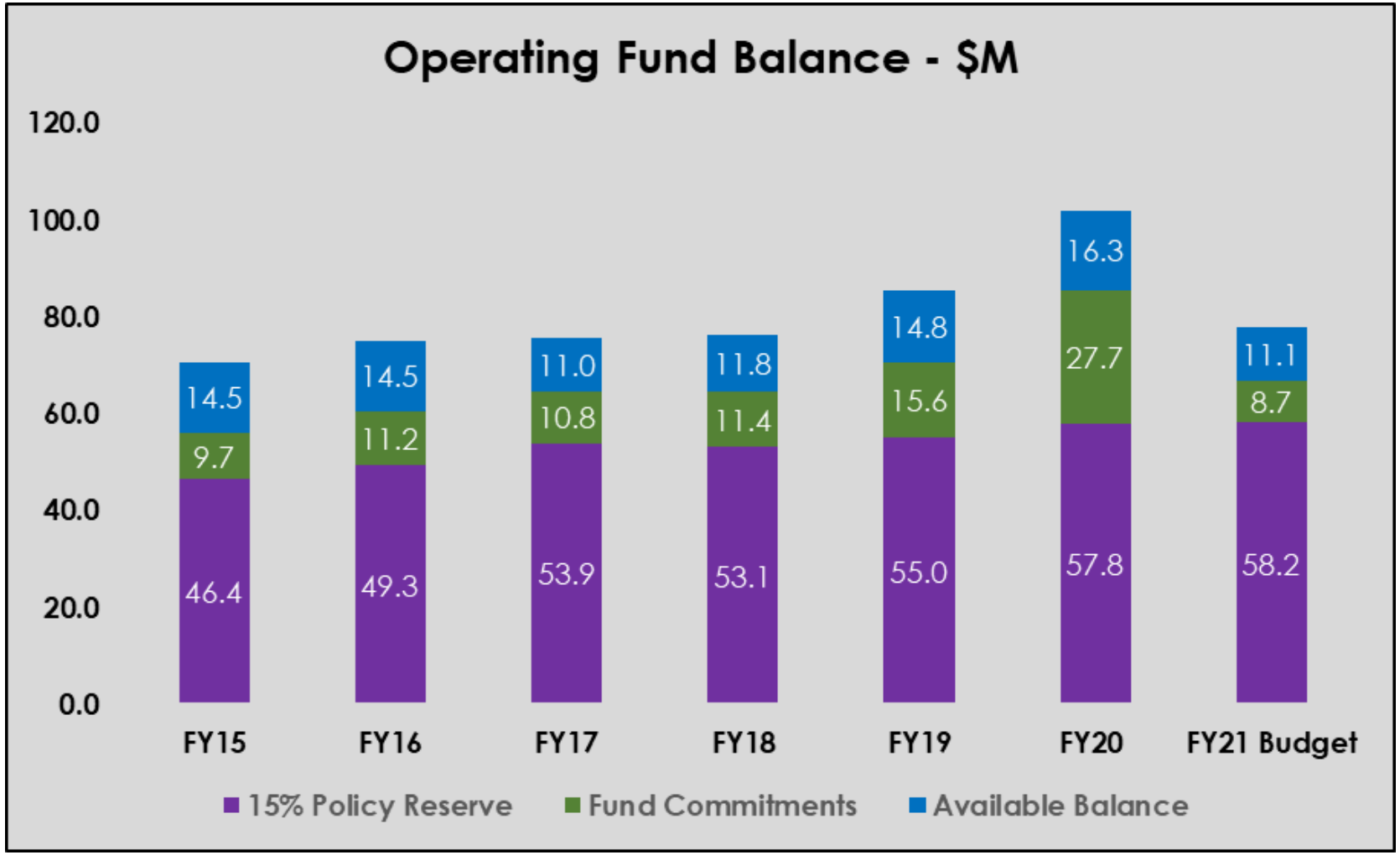
BUDGET AMENDMENT #2 SUMMARY

FY21 BUDGET "BEFORE & AFTER"		
FY20 BEGINNING FUND BALANCE: 9/1/2019		*$85.4*
Multi-year & Timing		*$16.4*
FY20 ENDING FUND BALANCE: 8/31/2020		*$101.8*
BEGINNING FUND BALANCE		***$101.8***
REVENUE		
Approved Budget	***$387.8***	
Fall tuition gap	-$4.3	
Dual Credit cost share	$1.8	
Adjusted Revenue Budget	***$385.3***	
EXPENSE		
Approved Budget	***$387.8***	
Expense Adjustments/Multi-year timing	$16.4	
NEW - Growth Incentive	$2.5	
NEW - "Keep Learning"	$2.5	
Adjusted Expense Budget	***$409.1***	
NET CHANGE (REVENUE less EXPENSE)		***-$23.8***
ENDING FUND BALANCE		***$78.0***

Due to our strong financial position, Amendment #2 also enables two additional adjustments:

- $2.5M to incent & support smart growth
- $2.5M for FY21 spring & summer “Keep Learning”

OPERATING FUND BALANCE



Year over Year change in Fund Balance driven by:

- Timing & one-time items (in part due to impact of COVID-19) $16.4M
- $5M investment to incent ***Smart Growth*** & FY21 ***"Keep Learning"*** to drive persistence during COVID challenges
- Provides $11.1M cushion for future biennium challenges

Actions Requested Tonight by the Board

- Approve Budget Amendment #1, which adjusts FY2020-2021 Operating Budget's beginning fund balance, based on final audited financials

- Approve Budget Amendment #2, which:
  1. Adjusts for fall 2020 tuition gap by allocating FY20 savings (based on policy C.1.4) and Dual Credit ISD cost share (agreement with our service area ISDs), keeping all operating budgets intact with no additional reductions necessary prior to the spring term
  2. Finalizes multi-year rollover funds
  3. Adjusts for one-time/timing rollover funds
  4. Funds Spring and Summer 2021 Smart Growth incentive fund and FY21 "Keep Learning" plan; helping students stay in college during COVID

Thank you.

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream LEADER COLLEGE OF DISTINCTION

BUDGET AMENDMENT #1 SUMMARY

- *Beginning balance* represent the final audited fund balance for both Unrestricted and Restricted budgets

- Increase in Restricted fund balance due to issuance of Tranche 2 of 2017 CIP in early 2021

FY 2021 ALL FUNDS APPROVED BUDGET - $ in Millions			
	Unrestricted	**Restricted**	**TOTAL**
Beginning Fund Balance (9/1/2020)	$101.8	$130.4	$232.2
Total FY21 Revenue	$387.8	$419.8	$808
Total Estimated Funds Available	**$489.6**	**$550.2**	**$1,039.8**
Total FY21 Expense & Transfers	$387.8	$313.8	$701.5
Ending Fund Balance: 8/31/2021	**$101.8**	**$236.4**	**$338.2**
Net Change to Fund Balance	**$0.0**	**$106.1**	**$106.1**

Roadmap of Restricted Funds Budget

		Revenue	Expenses
Instruction and General	Federal & State Grants	$38,169,092	$38,169,092
Scholarships and Fellowships	Financial Aid Refunds	$71,995,474	$77,938,971
Debt Services	Debt Service	$68,601,179	$80,078,920
Capital Outlay/New Construction	Capital Projects	$186,423,694	$91,371,668
Renewals & Replacement/Existing Buildings		$52,847,716	$45,681,061
Furniture & Equipment		$1,790,895	$2,288,002
Subtotal - Expenses			*$335,527,714*
Transfer In - Scholarships & Fellowships	Financial Aid TPEG		-$5,943,497
Transfer In - Debt Service	Debt Service		-$11,716,578
Transfer In - Capital Outlay/New Construction	Capital Projects		-$4,058,400
Transfer In - Renewals/Replacement			-$51,000
Subtotal - Transfers			*-$21,769,475*
TOTAL		**$419,828,050**	**$313,758,239**

Federal and State Grants

- Usually revenues equal expenses
- Expected to be received from grants such as Title V STEM, National Science Foundation, Title III HBCU, etc.

Financial Aid Refunds

Pass through revenues from Pell and State Financial Aid (Texas Equalization Opportunity Grant (TEOG) and Texas Grant to refund to students (Note 1)

Expenses are recorded for pass through from Pell, TEOG, Texas Grant and Texas Public Education Grant (TPEG) to students

Transfer in – from Operating Budget, State Statute requires a minimum of 6% of Tuition & Fees to be used for TPEG.

Note 1: Amounts do not include all federal financial aid, such as direct loans and grant amounts used to pay tuition and fees.

Debt Service

Revenues from debt tax levy for GO Bonds and MTN (maintenance tax notes)

Expenses are debt service payments for GO Bonds, MTN, Revenue and Other

Transfer In – from Operating Budget for Revenue Bonds

Capital Projects

Capital Outlay and Building: Funds remaining from bonds and cash transfers in for construction, renovations and equipment

Furniture & Equipment: Colleges rollover for remaining capital budget and special program tuition to accumulate for high-cost equipment replacement at end of useful life.

FUND 17 DEPARTMENTAL FUNDS

SAC	SPC	PAC	NVC	NLC	DSO
Parking Rentals	Miscellaneous Rentals	Gym Rental	Fine Arts Designated Revenue	Wellness Facility Rental	Tees Energy Conservation
Koehler Reimbursable Exp	Auditorium Rental	Performing Arts Center	Movie Night Events	NPAC Auditorium Rental	DIS Multi-Year Student Work-Study
Student Publications	Fine Arts Designated Revenue	Miscellaneous Rentals	Fundraising Events	NPAC Box Office	International
McAllister Auditorium Rental	Bowling Alley			Facilities Rental	
CLCSA	GSVOTC Rentals				
Tech Store	SWC Center of Excellence Math				
Eco Centro					

Discussion and Possible Action on Acceptance of FY 2020-21 Budget: Amendment No. 1

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER
"The Alamo Colleges Board of Trustees hereby accepts the FY 2020-21 Budget Amendment No. 1 as presented."

PURPOSE
The following Budget Amendment Summary adjusts the beginning fund balance for the FY 2020- 21 Budget which has been updated based on final August 31, 2020 audited ending fund balances.

BACKGROUND
During the FY 2020-2021 budget process, conservative projections were made in June/July as to the ending fund balance/equity at August 31, 2020. The ending fund balance becomes the beginning fund balance for the new budget year (FY 2020-2021). After the FY20 financial audit is completed, the estimated beginning fund balance for FY 2020-2021 is adjusted to reflect the actual beginning fund balance.

IMPLICATIONS

Financial:	Increase to Unrestricted Fund Balance of $13,652,755 (estimated was $88,172,645, actual was $101,825,400). Increase to Restricted Fund Balance of $586,034 (estimated was $235,835,719, actual was $236,421,753)
Strategic Plan:	Goal I – Student Success and Goal III - Performance Excellence
Human Resources:	N/A

ATTACHMENTS: FY 2020-21 All Funds Budget Amendment # 1 Summary

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2020.11.23 09:16:40 -06'00'

Pamela K. Ansboury, CPA, M. Ed Date
Associate Vice Chancellor of Fiscal Services

Diane E. Snyder, CPA, Ph.D. Date
Vice Chancellor for Finance and Administration

Dr. Mike Flores Date
Chancellor

ALAMO COLLEGES

FY 2020 - 2021 ALL FUNDS BUDGET REPORT

Exhibit I

	Approved Budget 2020 - 2021		Adjustments to Budget 2020 - 2021		Adjusted Budget 2020 - 2021		
	Unrestricted	Restricted	Unrestricted	Restricted	Unrestricted	Restricted	Total
REVENUES							
Instruction and General	378,029,894	16,386,552	-	21,782,540	378,029,894	38,169,092	416,198,986
Public Service	1,113,198	-	-	-	1,113,198	-	1,113,198
Scholarships and Fellowships	-	68,004,706	-	3,990,768	-	71,995,474	71,995,474
Auxiliary Enterprises	5,940,222	-	-	-	5,940,222	-	5,940,222
Student Activity Fee	2,679,828	-	-	-	2,679,828	-	2,679,828
Other (Use of Fund Balance)	-	-	-	-	-	-	-
Subtotal Current Funds	387,763,142	84,391,258	-	25,773,308	387,763,142	110,164,566	497,927,708
Capital Outlay	-	186,423,694	-	-	-	186,423,694	186,423,694
Renewals & Replacements	-	-	-	-	-	-	-
Building	-	52,847,716	-	-	-	52,847,716	52,847,716
Furniture & Equipment	-	1,790,895	-	-	-	1,790,895	1,790,895
Debt Services	-	68,601,179	-	-	-	68,601,179	68,601,179
Subtotal Plant Funds	-	309,663,484	-	-	-	309,663,484	309,663,484
TOTAL REVENUES	**387,763,142**	**394,054,742**	**-**	**25,773,308**	**387,763,142**	**419,828,050**	**807,591,192**
BEGINNING FUND BALANCES							
Instruction and General	83,309,797	1,076,210	13,350,772	36,968	96,660,569	1,113,178	97,773,747
Public Service	-	-	-	-	-	-	-
Scholarships and Fellowships	-	10,431,716	-	(1,336,502)	-	9,095,214	9,095,214
Auxiliary Enterprises	3,200,000	-	-	-	3,200,000	-	3,200,000
Student Activity Fee	1,662,848	-	301,983	-	1,964,831	-	1,964,831
Other (Use of Fund Balance)	-	-	-	-	-	-	-
Subtotal Current Funds	88,172,645	11,507,926	13,652,755	(1,299,534)	101,825,400	10,208,392	112,033,792
Capital Outlay	-	35,937,153	-	803,969	-	36,741,122	36,741,122
Renewals & Replacements	-	-	-	-	-	-	-
Building	-	58,056,884	-	1,298,821	-	59,355,705	59,355,705
Furniture & Equipment	-	10,826,345	-	497,107	-	11,323,452	11,323,452
Debt Services	-	10,837,703	-	1,885,568	-	12,723,271	12,723,271
Subtotal Plant Funds	-	115,658,085	-	4,485,465	-	120,143,550	120,143,550
TOTAL BEGINNING FUND BALANCES	**88,172,645**	**127,166,011**	**13,652,755**	**3,185,931**	**101,825,400**	**130,351,942**	**232,177,342**
TOTAL AVAILABLE							
Instruction and General	461,339,691	17,462,762	13,350,772	21,819,508	474,690,463	39,282,270	513,972,733
Public Service	1,113,198	-	-	-	1,113,198	-	1,113,198
Scholarships and Fellowships	-	78,436,422	-	2,654,266	-	81,090,688	81,090,688
Auxiliary Enterprises	9,140,222	-	-	-	9,140,222	-	9,140,222
Student Activity Fee	4,342,676	-	301,983	-	4,644,659	-	4,644,659
Other (Use of Fund Balance)	-	-	-	-	-	-	-
Subtotal Current Funds	475,935,787	95,899,184	13,652,755	24,473,774	489,588,542	120,372,958	609,961,500
Capital Outlay	-	222,360,847	-	803,969	-	223,164,816	223,164,816
Renewals & Replacements	-	-	-	-	-	-	-
Building	-	110,904,600	-	1,298,821	-	112,203,421	112,203,421
Furniture & Equipment	-	12,617,240	-	497,107	-	13,114,347	13,114,347
Debt Services	-	79,438,882	-	1,885,568	-	81,324,450	81,324,450
Subtotal Plant Funds	-	425,321,569	-	4,485,465	-	429,807,034	429,807,034
TOTAL AVAILABLE	**475,935,787**	**521,220,753**	**13,652,755**	**28,959,239**	**489,588,542**	**550,179,992**	**1,039,768,534**

TOTAL AVAILABLE = Current Funds + Plant Funds

Note: Beg. fund balance includes Board mandated 15% (Report does not include endowment: 50, 60, loan funds: 41, 45, investment in plant fund 97, or agency funds: 31, 35; Include operating,

Unspent bond proceeds from prior year are included as part of beginning capital outlay fund balances.

ALAMO COLLEGES

FY 2020 - 2021 ALL FUNDS BUDGET REPORT

Exhibit I

	Approved Budget 2020 - 2021		Adjustments to Budget 2020 - 2021			Adjusted Budget 2020 - 2021		
	Unrestricted	Restricted	Unrestricted	Restricted		Unrestricted	Restricted	Total
EXPENDITURES								
Instruction and General	359,882,310	16,386,552	-	21,782,540		359,882,310	38,169,092	398,051,402
Public Service	1,475,579	-	-	-		1,475,579	-	1,475,579
Scholarships and Fellowships	-	73,948,203	-	3,990,768		-	77,938,971	77,938,971
Auxiliary Enterprises	1,955,950	-	-	-		1,955,950	-	1,955,950
Student Activity Fee	2,679,828	-	-	-		2,679,828	-	2,679,828
Other (Use of Fund Balance)	-	-	-	-		-	-	-
Subtotal Current Funds	365,993,667	90,334,755	-	25,773,308		365,993,667	116,108,063	482,101,730
Capital Outlay	-	90,567,699	-	803,969		-	91,371,668	91,371,668
Renewals & Replacements	-	-	-	-		-	-	-
Building	-	44,382,240	-	1,298,821		-	45,681,061	45,681,061
Furniture & Equipment	-	1,790,895	-	497,107		-	2,288,002	2,288,002
Debt Services	-	80,078,920	-	-		-	80,078,920	80,078,920
Subtotal Plant Funds	-	216,819,754	-	2,599,897		-	219,419,651	219,419,651
TOTAL EXPENDITURES	**365,993,667**	**307,154,509**	**-**	**28,373,205**		**365,993,667**	**335,527,714**	**701,521,381**
TRANSFERS (IN) OUT								
Instruction and General	-	-	-	-		-	-	-
Public Service	-	-	-	-		-	-	-
Scholarships and Fellowships	5,943,497	(5,943,497)	-	-		5,943,497	(5,943,497)	-
Auxiliary Enterprises	-	-	-	-		-	-	-
Student Activity Fee	-	-	-	-		-	-	-
Other (Use of Fund Balance)	-	-	-	-		-	-	-
Subtotal Current Funds	5,943,497	(5,943,497)	-	-		5,943,497	(5,943,497)	-
Capital Outlay	4,058,400	(4,058,400)	-	-		4,058,400	(4,058,400)	-
Renewals & Replacements	-	-	-	-		-	-	-
Building	51,000	(51,000)	-	-		51,000	(51,000)	-
Furniture & Equipment	-	-	-	-		-	-	-
Debt Services	11,716,578	(11,716,578)	-	-		11,716,578	(11,716,578)	-
Subtotal Plant Funds	15,825,978	(15,825,978)	-	-		15,825,978	(15,825,978)	-
NET TRANSFERS	**21,769,475**	**(21,769,475)**	**-**	**-**		**21,769,475**	**(21,769,475)**	**-**
TOTAL EXPENSE AND TRANSFERS	**387,763,142**	**285,385,034**	**-**	**28,373,205**		**387,763,142**	**313,758,239**	**701,521,381**
ENDING FUND BALANCES								
Instruction and General	101,457,381	1,076,210	13,350,772	36,968		114,808,153	1,113,178	115,921,331
Public Service	(362,381)	-	-	-		(362,381)	-	(362,381)
Scholarships and Fellowships	(5,943,497)	10,431,716	-	(1,336,502)		(5,943,497)	9,095,214	3,151,717
Auxiliary Enterprises	7,184,272	-	-	-		7,184,272	-	7,184,272
Student Activity Fee	1,662,848	-	301,983	-		1,964,831	-	1,964,831
Other (Use of Fund Balance)	-	-	-	-		-	-	-
Subtotal Current Funds	103,998,623	11,507,926	13,652,755	(1,299,534)		117,651,378	10,208,392	127,859,770
Capital Outlay	(4,058,400)	135,851,548	-	-		(4,058,400)	135,851,548	131,793,148
Renewals & Replacements	-	-	-	-		-	-	-
Building	(51,000)	66,573,360	-	-		(51,000)	66,573,360	66,522,360
Furniture & Equipment	-	10,826,345	-	-		-	10,826,345	10,826,345
Debt Services	(11,716,578)	11,076,540	-	1,885,568		(11,716,578)	12,962,108	1,245,530
Subtotal Plant Funds	(15,825,978)	224,327,793	-	1,885,568		(15,825,978)	226,213,361	210,387,383
TOTAL ENDING FUND BALANCES	**88,172,645**	**235,835,719**	**13,652,755**	**586,034**	(A)	**101,825,400**	**236,421,753**	**338,247,153**
TOTAL EXP, TRANSF & BAL	**475,935,787**	**521,220,753**	**13,652,755**	**28,959,239**		**489,588,542**	**550,179,992**	**1,039,768,534**
TOTAL EXP, TRANSF & BAL = TOTAL EXPENDITURES + NET TRANSFERS + TOTAL ENDING BALANCES								
Change in Fund Balance	**-**	**108,669,708**	**-**	**(2,599,897)**		**-**	**106,069,811**	**106,069,811**

Discussion and Possible Action on Acceptance of the FY 2020-2021 Budget: Amendment No. 2

Presented to the Board Acting as Committee of the Whole on December 1, 2020, and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER
"The Alamo Colleges Board of Trustees hereby accepts the FY 2020-2021 Budget: Amendment No. 2 as presented."

PURPOSE
The following Budget Amendment Summary signifies changes to the FY2020-2021 Budget which has been updated to reflect a) Fall 2020 revenue and expense true-up to actuals and b) rollover balances of multiyear accounts based on final August 31, 2020 audited account balances, the full year cost-share revenue and expense for dual credit programs and our partnership with the ISD's, and the 50% carryover of prior year operational savings per Board policy.

BACKGROUND
Rollover Balances. During the FY 2020-2021 budget process, projections were made in June/July as to the ending carryover balances for eligible multi-year accounts at August 31, 2020. After the FY20 financial audit is completed, the balances for FY 2020-2021 are adjusted to reflect the actual carryover balance. This amendment allows for use of carryover balances for student activity fees, preventive maintenance, and other multi-year accounts.
Dual Credit Cost Share. As stated in our agreement with our service-area ISD's, revenue budgets will be adjusted to reflect the billing to each ISD based on high school program enrollments, and expense budgets will be adjusted to increase funding at each college for faculty release time and other costs incurred in support of dual credit.
Savings Incentive Program. As defined in Board policy C.1.4, based on FY2019-2020 operating fund savings, 50% of the savings based on final audited financials will be carried forward.
Smart Growth Incentive. Funds Spring and Summer 2021 Smart Growth incentive fund and FY21 "Keep Learning" plan, helping students persist during COVID.

IMPLICATIONS
Financial: FY2020-2021 Unrestricted Budget: Decrease in revenue of -$2,488,667, increase in expense of $21,360,110
FY2020-2021 Restricted Budget: No change in revenue, no change in expense
Strategic Plan: Goal III - Performance Excellence
Human Resources: N/A

ATTACHMENTS: FY 2020-21 All Funds Budget Amendment #2 Summary

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2020.11.23 09:18:49 -06'00'

Pamela K. Ansboury, CPA, M. Ed Date
Associate Vice Chancellor of Fiscal Services

Diane E. Snyder, CPA, Ph.D. Date
Vice Chancellor for Finance and Administration

Dr. Mike Flores Date
Chancellor

ALAMO COLLEGES

FY 2020 - 2021 ALL FUNDS BUDGET REPORT

(Includes Budget Amendment #1-2 as of December 11, 2018)

	Approved Budget 2020 - 2021		Adjustments to Budget 2020 - 2021			Adjusted Budget 2020 - 2021		
	Unrestricted	Restricted	Unrestricted	Restricted		Unrestricted	Restricted	Total
REVENUES								
Instruction and General	378,029,894	16,386,552	(2,488,667)	21,782,540	A1	375,541,227	38,169,092	413,710,319
Public Service	1,113,198	-	-	-		1,113,198	-	1,113,198
Scholarships and Fellowships	-	68,004,706	-	3,990,768		-	71,995,474	71,995,474
Auxiliary Enterprises	5,940,222	-	-	-		5,940,222	-	5,940,222
Student Activity Fee	2,679,828	-	-	-		2,679,828	-	2,679,828
Other (Use of Fund Balance)	-	-	-	-		-	-	-
Subtotal Current Funds	387,763,142	84,391,258	(2,488,667)	25,773,308		385,274,475	110,164,566	495,439,041
Capital Outlay	-	186,423,694	-	-		-	186,423,694	186,423,694
Renewals & Replacements	-	-	-	-		-	-	-
Building	-	52,847,716	-	-		-	52,847,716	52,847,716
Furniture & Equipment	-	1,790,895	-	-		-	1,790,895	1,790,895
Debt Services	-	68,601,179	-	-		-	68,601,179	68,601,179
Subtotal Plant Funds	-	309,663,484	-	-		-	309,663,484	309,663,484
TOTAL REVENUES	**387,763,142**	**394,054,742**	**(2,488,667)**	**25,773,308**		**385,274,475**	**419,828,050**	**805,102,525**
BEGINNING FUND BALANCES								
Instruction and General	83,309,797	1,076,210	13,350,772	36,968		96,660,569	1,113,178	97,773,747
Public Service	-	-	-	-		-	-	-
Scholarships and Fellowships	-	10,431,716	-	(1,336,502)		-	9,095,214	9,095,214
Auxiliary Enterprises	3,200,000	-	-	-		3,200,000	-	3,200,000
Student Activity Fee	1,662,848	-	301,983	-		1,964,831	-	1,964,831
Other (Use of Fund Balance)	-	-	-	-		-	-	
Subtotal Current Funds	88,172,645	11,507,926	13,652,755	(1,299,534)		101,825,400	10,208,392	112,033,792
Capital Outlay	-	35,937,153	-	803,969		-	36,741,122	36,741,122
Renewals & Replacements	-	-	-	-		-	-	-
Building	-	58,056,884	-	1,298,821		-	59,355,705	59,355,705
Furniture & Equipment	-	10,826,345	-	497,107		-	11,323,452	11,323,452
Debt Services	-	10,837,703	-	1,885,568		-	12,723,271	12,723,271
Subtotal Plant Funds	-	115,658,085	-	4,485,465		-	120,143,550	120,143,550
TOTAL BEGINNING FUND BALANCES	**88,172,645**	**127,166,011**	**13,652,755**	**3,185,931**		**101,825,400**	**130,351,942**	**232,177,342**
TOTAL AVAILABLE								
Instruction and General	461,339,691	17,462,762	10,862,105	21,819,508		472,201,796	39,282,270	511,484,066
Public Service	1,113,198	-	-	-		1,113,198	-	1,113,198
Scholarships and Fellowships	-	78,436,422	-	2,654,266		-	81,090,688	81,090,688
Auxiliary Enterprises	9,140,222	-	-	-		9,140,222	-	9,140,222
Student Activity Fee	4,342,676	-	301,983	-		4,644,659	-	4,644,659
Other (Use of Fund Balance)	-	-	-	-		-	-	-
Subtotal Current Funds	475,935,787	95,899,184	11,164,088	24,473,774		487,099,875	120,372,958	607,472,833
Capital Outlay	-	222,360,847	-	803,969		-	223,164,816	223,164,816
Renewals & Replacements	-	-	-	-		-	-	-
Building	-	110,904,600	-	1,298,821		-	112,203,421	112,203,421
Furniture & Equipment	-	12,617,240	-	497,107		-	13,114,347	13,114,347
Debt Services	-	79,438,882	-	1,885,568		-	81,324,450	81,324,450
Subtotal Plant Funds	-	425,321,569	-	4,485,465		-	429,807,034	429,807,034
TOTAL AVAILABLE	**475,935,787**	**521,220,753**	**11,164,088**	**28,959,239**		**487,099,875**	**550,179,992**	**1,037,279,867**

TOTAL AVAILABLE = Current Funds + Plant Funds

Note: Beg. fund balance includes Board mandated 15% (Report does not include endowment: 50, 60, loan funds: 41, 45, investment in plant fund 97, or agency funds: 31, 35; Include operating, grants, construction, scholarships, & gifts funds)

Unspent bond proceeds from prior year are included as part of beginning capital outlay fund balances.

ALAMO COLLEGES

FY 2020 - 2021 ALL FUNDS BUDGET REPORT

(Includes Budget Amendment #1-2 as of December 11, 2018)

	Approved Budget 2020 - 2021		Adjustments to Budget 2020 - 2021			Adjusted Budget 2020 - 2021		
	Unrestricted	Restricted	Unrestricted	Restricted		Unrestricted	Restricted	Total
EXPENDITURES								
Instruction and General	359,882,310	16,386,552	19,404,158	21,782,540	A1, F1	379,286,468	38,169,092	417,455,560
Public Service	1,475,579	-	-	-		1,475,579	-	1,475,579
Scholarships and Fellowships	-	73,948,203	-	3,990,768		-	77,938,971	77,938,971
Auxiliary Enterprises	1,955,950	-	-	-		1,955,950	-	1,955,950
Student Activity Fee	2,679,828	-	1,955,952	-	E1	4,635,780	-	4,635,780
Other (Use of Fund Balance)	-	-	-	-		-	-	
Subtotal Current Funds	365,993,667	90,334,755	21,360,110	25,773,308		387,353,777	116,108,063	503,461,840
Capital Outlay	-	90,567,699	-	803,969		-	91,371,668	91,371,668
Renewals & Replacements	-	-	-	-		-	-	-
Building	-	44,382,240	-	1,298,821		-	45,681,061	45,681,061
Furniture & Equipment	-	1,790,895	-	497,107		-	2,288,002	2,288,002
Debt Services	-	80,078,920	-	-		-	80,078,920	80,078,920
Subtotal Plant Funds	-	216,819,754	-	2,599,897		-	219,419,651	219,419,651
TOTAL EXPENDITURES	**365,993,667**	**307,154,509**	**21,360,110**	**28,373,205**		**387,353,777**	**335,527,714**	**722,881,491**
TRANSFERS (IN) OUT								
Instruction and General	-	-	-	-		-	-	-
Public Service	-	-	-	-		-	-	-
Scholarships and Fellowships	5,943,497	(5,943,497)	-	-		5,943,497	(5,943,497)	-
Auxiliary Enterprises	-	-	-	-		-	-	-
Student Activity Fee	-	-	-	-		-	-	-
Other (Use of Fund Balance)	-	-	-	-		-	-	-
Subtotal Current Funds	5,943,497	(5,943,497)	-	-		5,943,497	(5,943,497)	-
Capital Outlay	4,058,400	(4,058,400)	-	-		4,058,400	(4,058,400)	-
Renewals & Replacements	-	-	-	-		-	-	-
Building	51,000	(51,000)	-	-		51,000	(51,000)	-
Furniture & Equipment	-	-	-	-		-	-	-
Debt Services	11,716,578	(11,716,578)	-	-		11,716,578	(11,716,578)	-
Subtotal Plant Funds	15,825,978	(15,825,978)	-	-		15,825,978	(15,825,978)	-
NET TRANSFERS	**21,769,475**	**(21,769,475)**	-	-		**21,769,475**	**(21,769,475)**	-
TOTAL EXPENSE AND TRANSFERS	**387,763,142**	**285,385,034**	**21,360,110**	**28,373,205**		**409,123,252**	**313,758,239**	**722,881,491**
ENDING FUND BALANCES								
Instruction and General	101,457,381	1,076,210	(8,542,052)	36,968		92,915,329	1,113,178	94,028,507
Public Service	(362,381)	-	-	-		(362,381)	-	(362,381)
Scholarships and Fellowships	(5,943,497)	10,431,716	-	(1,336,502)		(5,943,497)	9,095,214	3,151,717
Auxiliary Enterprises	7,184,272	-	-	-		7,184,272	-	7,184,272
Student Activity Fee	1,662,848	-	(1,653,969)	-		8,879	-	8,879
Other (Use of Fund Balance)	-	-	-	-		-	-	-
Subtotal Current Funds	103,998,623	11,507,926	(10,196,022)	(1,299,534)		93,802,601	10,208,392	104,010,993
Capital Outlay	(4,058,400)	135,851,548	-	-		(4,058,400)	135,851,548	131,793,148
Renewals & Replacements	-	-	-	-		-	-	-
Building	(51,000)	66,573,360	-	-		(51,000)	66,573,360	66,522,360
Furniture & Equipment	-	10,826,345	-	-		-	10,826,345	10,826,345
Debt Services	(11,716,578)	11,076,540	-	1,885,568		(11,716,578)	12,962,108	1,245,530
Subtotal Plant Funds	(15,825,978)	224,327,793	-	1,885,568		(15,825,978)	226,213,361	210,387,383
TOTAL ENDING FUND BALANCES	**88,172,645**	**235,835,719**	**(10,196,022)**	**586,034**		**77,976,623**	**236,421,753**	**314,398,376**
TOTAL EXP, TRANSF & BAL	**475,935,787**	**521,220,753**	**11,164,088**	**28,959,239**		**487,099,875**	**550,179,992**	**1,037,279,867**

ALAMO COLLEGES

BUDGET AMENDMENT # 1-2 - REVENUE FOOTNOTE DETAILS

UNRESTRICTED

	Amendment	Description	Campus	REVENUE
(A1)	**Instruction and General**			
	#2 - Dec 2020	Fall 2020 Tuition gap	Colleges/DSO	(4,291,667)
		Dual Credit - ISD cost share	Colleges	1,803,000
	Total			**(2,488,667)**
(B1)	**Public Service**			
	Total			**-**
(C1)	**Scholarships and Fellowships**			
	Total			**-**
(D1)	**Auxiliary Enterprises**			
	Total			**-**
(E1)	**Student Activity Fee**			
	Total			**-**
(F1)	**Other Transfers**			
	Total			**-**
	TOTAL REVENUE AMENDMENT			**(2,488,667)**

RESTRICTED

Amendment	Description	Campus	REVENUE
Other Transfers			
Total			**-**
TOTAL REVENUE AMENDMENT - RESTRICTED			**-**

TOTAL REVENUE **(2,488,667)**

Note: Dollar amounts are rounded

ALAMO COLLEGES

BUDGET AMENDMENT # 1-2 - EXPENSE FOOTNOTE DETAILS

UNRESTRICTED

	Amendment	Description	Campus	EXPENSE
(A1)	**Instruction and General**			
	#2 - Dec 2020	50% Cost Savings Incentive Program	Colleges/DSO	*3,743,620*
	#2 - Dec 2020	Dual Credit - ISD cost share	Colleges	*1,803,000*
	#2 - Dec 2021	Fall 2020 Tuition gap - expense reduction	Colleges/DSO	*(4,291,667)*
	#2 - Dec 2020	FY20 Preventive Maintenance - balance roll forward	DSO	6,507,239
	#2 - Dec 2020	FY20 Student Success Fund - balance roll forward	DSO	792,025
	#2 - Dec 2020	FY20 Board Elections - balance roll forward	DSO	500,000
	#2 - Dec 2020	FY20 Insurance Premium	DSO	400,000
	#2 - Dec 2020	FY20 Veterans Admin Revenue balance roll forward	Colleges	34,054
	#2 - Dec 2020	FY20 COVID-related balance roll forward	DSO	2,600,000
	#2 - Dec 2020	FY20 Special Program Tuition	SPC	361,025
	#2 - Dec 2021	~NEW~ Growth Incentive Funds (enrollment strategies)	DSO	2,500,000
	#2 - Dec 2022	FY21 Spring/Summer "Keep Learning"	DSO	2,500,000
	Total			**17,449,296**
(B1)	**Public Service**			
	Total			**-**
(C1)	**Scholarships and Fellowships**			
	Total			**-**
(D1)	**Auxiliary Enterprises**			
	Total			**-**
(E1)	**Student Activity Fee**			
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 111003	SAC	319,160
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 112003	SPC	171,343
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 113003	PAC	305,584
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 114003	NVC	778,879
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 115003	NLC	380,986
	Total			**1,955,952**
(F1)	**Other Transfers**			
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 151001	SAC	747
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 152001	SPC	-
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 153001	PAC	-
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 154001	NVC	-
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 155001	NVC	2,044
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 159001	DSO	27,747
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 159001	DSO	256
	#2 - Dec 2020	Parking Rentals - Fund 171001	SAC	59,273
	#2 - Dec 2020	Koehler House - Fund 171002	SAC	75,036
	#2 - Dec 2020	AUX Student Publications - Fund 171003	SAC	40,858
	#2 - Dec 2020	Auditorium - Fund 171005	SAC	42,776
	#2 - Dec 2020	Planetarium - Fund 171006	SAC	-
	#2 - Dec 2020	Challenger - Fund 171007	SAC	126,098
	#2 - Dec 2020	Tech Store - Fund 171010	SAC	224,143
	#2 - Dec 2020	Eco Centro - Fund 171011	SAC	-
	#2 - Dec 2020	General Institutional Costs - Fund 172001	SPC	61,000
	#2 - Dec 2020	Auditorium - Fund 172002	SPC	11,637
	#2 - Dec 2020	Fine Arts - Fund 172003	SPC	3,488
	#2 - Dec 2020	Bowling Alley - Fund 172004	SPC	9,017
	#2 - Dec 2020	GSVOTC Rentals - Fund 172005	SPC	33,593
	#2 - Dec 2020	SWC Center for Excellence Math - Fund 172006	SPC	1,625
	#2 - Dec 2020	Gym Rental - Fund 173001	PAC	28,162
	#2 - Dec 2020	Auditorium - Fund 173002	PAC	1,697
	#2 - Dec 2020	Business Services - Fund 173003	PAC	125,000
	#2 - Dec 2020	Arts and Kinesiology Chair - Fund 174003	NVC	94,642
	#2 - Dec 2020	Moive Night Events - Fund 174004	NVC	1,212
	#2 - Dec 2020	Fundraising Events - Fund 174005	NVC	5,661
	#2 - Dec 2020	Kinesiology - Fund 175001	NLC	37,774
	#2 - Dec 2020	Theatre and Communications - Fund 175002	NLC	41,125
	#2 - Dec 2020	Theatre and Communications - Fund 175003	NLC	7,975
	#2 - Dec 2020	General Institutional Costs - Fund 175004	NLC	8,663
	#2 - Dec 2020	Tees Energy Conservation - Fund 179001	DSO	21,731
	#2 - Dec 2020	Multi-year Work Study - Fund 179003	DSO	757,685
	#2 - Dec 2020	Int'l Prog Student Abroad - Fund 119001	DSO	104,197
	#2 - Dec 2020	Int'l Prog Student Abroad Adm - Fund 119001	DSO	-
	#2 - Dec 2020	Int'l Prog Foreign Student App - Fund 119001	DSO	-
	Total			**1,954,861**
	TOTAL EXPENSE AMENDMENT - UNRESTRICTED			**21,360,110**

RESTRICTED

Amendment	Description	Campus	EXPENSE
Other Transfers			
Total			**-**
TOTAL EXPENSE AMENDMENT - RESTRICTED			**-**

TOTAL EXPENSE **21,360,110**

Note: Dollar amounts are rounded

ALAMO COLLEGES

BUDGET AMENDMENT # 1-2- TRANSFERS FOOTNOTE DETAILS

UNRESTRICTED

	Amendment	Description	Campus	TRANSFERS
(A1)	**Instruction and General**			
	#2 - Dec 2020	50% Cost Savings Incentive Program	Colleges/DSO	(3,743,620)
	#2 - Dec 2020	Dual Credit - ISD cost share	Colleges	(1,803,000)
	#2 - Dec 2021	Fall 2020 Tuition gap - expense reduction	Colleges/DSO	4,291,667
	#2 - Dec 2020	FY20 Preventive Maintenance - balance roll forward	DSO	(6,507,239)
	#2 - Dec 2020	FY20 Student Success Fund - balance roll forward	DSO	(792,025)
	#2 - Dec 2020	FY20 Board Elections - balance roll forward	DSO	(500,000)
	#2 - Dec 2020	FY20 Insurance Premium	DSO	(400,000)
	#2 - Dec 2020	FY20 Veterans Admin Revenue balance roll forward	Colleges	(34,054)
	#2 - Dec 2020	FY20 COVID-related balance roll forward	DSO	(2,600,000)
	#2 - Dec 2020	FY20 Special Program Tuition	SPC	(361,025)
	#2 - Dec 2021	~NEW~ Growth Incentive Funds (enrollment strategies)	DSO	(2,500,000)
	#2 - Dec 2022	FY21 Spring/Summer "Keep Learning"	DSO	(2,500,000)
	Total			**(17,449,296)**
(B1)	**Public Service**			
	Total			-
(C1)	**Scholarships and Fellowships**			
	Total			-
(D1)	**Auxiliary Enterprises**			
	Total			-
(E1)	**Student Activity Fee**			
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 111003	SAC	(319,160)
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 112003	SPC	(171,343)
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 113003	PAC	(305,584)
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 114003	NVC	(778,879)
	#2 - Dec 2020	Student Activity Fee Carry Over - Fund 115003	NLC	(380,986)
	Total			**(1,955,952)**
(F1)	**Other Transfers**			
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 151001	SAC	(747)
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 152001	SPC	-
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 153001	PAC	-
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 154001	NVC	-
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 155001	NVC	(2,044)
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 159001	DSO	(27,747)
	#2 - Dec 2020	Unrestricted Scholarships Roll Over - Fund 159001	DSO	(256)
	#2 - Dec 2020	Parking Rentals - Fund 171001	SAC	(59,273)
	#2 - Dec 2020	Koehler House - Fund 171002	SAC	(75,036)
	#2 - Dec 2020	AUX Student Publications - Fund 171003	SAC	(40,858)
	#2 - Dec 2020	Auditorium - Fund 171005	SAC	(42,776)
	#2 - Dec 2020	Planetarium - Fund 171006	SAC	-
	#2 - Dec 2020	Challenger - Fund 171007	SAC	(126,098)
	#2 - Dec 2020	Tech Store - Fund 171010	SAC	(224,143)
	#2 - Dec 2020	Eco Centro - Fund 171011	SAC	-
	#2 - Dec 2020	General Institutional Costs - Fund 172001	SPC	(61,000)
	#2 - Dec 2020	Auditorium - Fund 172002	SPC	(11,637)
	#2 - Dec 2020	Fine Arts - Fund 172003	SPC	(3,488)
	#2 - Dec 2020	Bowling Alley - Fund 172004	SPC	(9,017)
	#2 - Dec 2020	GSVOTC Rentals - Fund 172005	SPC	(33,593)
	#2 - Dec 2020	SWC Center for Excellence Math - Fund 172006	SPC	(1,625)
	#2 - Dec 2020	Gym Rental - Fund 173001	PAC	(28,162)
	#2 - Dec 2020	Auditorium - Fund 173002	PAC	(1,697)
	#2 - Dec 2020	Business Services - Fund 173003	PAC	(125,000)
	#2 - Dec 2020	Arts and Kinesiology Chair - Fund 174003	NVC	(94,642)
	#2 - Dec 2020	Moive Night Events - Fund 174004	NVC	(1,212)
	#2 - Dec 2020	Fundraising Events - Fund 174005	NVC	(5,661)
	#2 - Dec 2020	Kinesiology - Fund 175001	NLC	(37,774)
	#2 - Dec 2020	Theatre and Communications - Fund 175002	NLC	(41,125)
	#2 - Dec 2020	Theatre and Communications - Fund 175003	NLC	(7,975)
	#2 - Dec 2020	General Institutional Costs - Fund 175004	NLC	(8,663)
	#2 - Dec 2020	Tees Energy Conservation - Fund 179001	DSO	(21,731)
	#2 - Dec 2020	Multi-year Work Study - Fund 179003	DSO	(757,685)
	#2 - Dec 2020	Int'l Prog Student Abroad - Fund 119001	DSO	(104,197)
	#2 - Dec 2020	Int'l Prog Student Abroad Adm - Fund 119001	DSO	-
	#2 - Dec 2020	Int'l Prog Foreign Student App - Fund 119001	DSO	-
	Total			**(1,954,861)**
	TOTAL TRANSFER AMENDMENT - UNRESTRICTED			**(21,360,110)**

RESTRICTED

Amendment	Description	Campus	EXPENSE
Other Transfers			
			-
Total			-
TOTAL EXPENSE AMENDMENT - RESTRICTED			-

TOTAL TRANSFER **(21,360,110)**

Note: Dollar amounts are rounded

Discussion and Possible Action on 2020 Tax Assessment Roll

Presented to the Board Acting as Committee of the Whole on December 1, 2020, and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER
"The Board of Trustees hereby approves the attached 2020 Tax Assessment Roll for the Alamo Colleges District as of October 1, 2020."

PURPOSE
To comply with the State Property Tax Code requirement that the 2020 tax roll prepared by the Bexar County Tax Office be approved by the Board of Trustees of the Alamo Colleges District.

BACKGROUND
Section 26.09e of the State Property Tax Code requires the Board of Trustees of the Alamo Colleges District approve the tax roll prepared by the Tax Assessor Collector. The attached 2020 tax roll has been prepared by the Bexar County Tax Assessor Collector for properties as of October 1, 2020 and contains the properties on the initial roll. **This requires a roll call vote.**

IMPLICATIONS

Financial:	N/A
Strategic Objective:	Goal III – Performance Excellence
Human Resources:	N/A
ATTACHMENT:	2020 Certified Tax Roll Statement as of October 1, 2020

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2020.11.13 09:09:46 -06'00'

Pamela K. Ansboury, CPA, M. Ed Date
Associate Vice Chancellor of Fiscal Services

Diane E. Snyder, CPA, Ph.D. Date
Vice Chancellor for Finance and Administration

Dr. Mike Flores Date
Chancellor

2020 CERTIFIED TAX ROLL AS OF OCTOBER 1, 2020

TAX ASSESSMENT ROLLS OF ALAMO COMM COLLEGE FOR THE YEAR 2020 SHOW THE FOLLOWING SUMMARIES:

ROLL	NUMBER ACCTS	MARKET VALUE	TAXABLE VALUE	FREEZE LOSS	TOTAL LEVY
REAL PROPERTY	630,844	189,218,580,237	164,063,358,293	12,357,054.78	232,330,317.28
PERSONAL PROPERTY	44,459	15,622,602,566	14,669,670,876	.00	21,992,543.91
MOBILE HOME PROPERTY	0	0	0	.00	.00
MINERAL PROPERTY	0	0	0	.00	.00
OTHER PROPERTY	0	0	0	.00	.00
TOTAL	675,303	204,841,182,803	178,733,029,169	12,357,054.78	254,322,861.19

RATE OF TAXATION ASSESSMENT RATIO 100%

TOTAL TAX RATE 00.149150

ALBERT URESTI, MPA, PCC

TAX ASSESSOR-COLLECTOR BEXAR COUNTY

BY :

Discussion and Possible Action to Amend the Video Conferencing Software as a Service Agreement with Zoom Video Communications, Inc.

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to Board for approval on December 8, 2020.

MINUTE ORDER

"The Board of Trustees hereby amends the contract with Zoom Video Communications, Inc. providing for the purchase of Video Conferencing Software as a Service for an annual estimated total of $136,000, as requested by the office of the Vice Chancellor for Planning, Performance, and Information Systems."

PURPOSE

This contract action amends the 2018 agreement enabling increased teleconference capacity and functionality. The scope of work requires the contractor to provide a suite of teleconference meeting and webinar tools to facilitate remote learning and work from home for the five colleges and District Support Offices. This software provides an online platform for faculty, staff and students to conduct meetings, host webinars and provide online course instruction and training in a collaborative environment.

BACKGROUND

In June 2018, the Alamo Colleges District entered into an Agreement to purchase Zoom. The initial trial period was at no cost and beginning September 2019, renewed annually at $49,999. In March 2020, the contarct was amended to address additional requirements for increased teleconference capacity and functionality to include larger meeting rooms, webinar capabilities and increased storage space. In October 2020, and in accordance with the approved Comprehensive Resolution of the Board of Trustees of the Alamo Colleges District COVID-19 Virus effective March 17, 2020, the contract was amended for $26,301 to provide increased storage, and $10,474, for increased webinar and room capacity for use by Northeast Lakeview College.

The recommended contract amendment will renew annually on September 1, unless terminated earlier in accordance with the contract. The recommended contractor, Zoom Video Communications, Inc. specializes and maintains rights to the software in its provision of these services. As such, this purchase is being made on a proprietary materials basis exempt from competitive bidding, TX ED 44.031.

IMPLICATIONS

Financial: Estimated Annual $136,000; 119001 895461; DIS Operating; DIS Communications; 115002 850002 NLC Capital; NLC General Institutional Costs; 115002 855008; DIS Operating; NLC Institutional Projects
Strategic Plan: Goal I - Student Success; Goal III - Performance Excellence
Employee Services: None
Attachments: Price Tabulation

Gary O'Bar,C.P.M.
Gary O'Bar,C.P.M.
cn=Gary O'Bar,C.P.M., o=Alamo Colleges District, ou=Purchasing & Contract Administration, email=gobar@alamo.edu, c=US
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Gary O'Bar, C.P.M.
Director Purchasing & Contract Administration

Dr. Thomas Cleary
Vice Chancellor for Planning, Performance and Information Systems

Dr. Diane Snyder
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Date: 2020.11.13 08:50:36 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

PRICE TABULATION

Amendment for the Video Conferencing Software as a Service

Item	Description	Price
1	Video Conference Software Suite for Large Meetings, Zoom Rooms, Webinars & Cloud Storage	$98, 800
2	Additional Cloud Recording Storage	$26,301
3	Increased webinar and room capacity for up to 1000 participants for Northeast Lake View College	$10,474
	Estimated Annual Total	$135,575

Discussion and Possible Action for the Purchase of Cyber Security Training Program

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to Board for approval on December 8, 2020.

MINUTE ORDER
"The Board of Trustees hereby awards a contract to Cyberbit, Inc. providing for the purchase of Cyber Security Training Program for a cost of $340,000 as requested by St. Philip's College."

PURPOSE
The contract action is COVID-19 related and funded by SPC CARES HBCU grant funding. It provides for the purchase of Cyberbit CloudRange to be used in the remote learning settings for students and faculty as they participate in an intensive Security Operations Center (SOC) environment with real-world, simulated cyberattacks. The virtual SOC allows teams to access Security Information Event Management Systems, SIEMSs, firewalls, endpoint security systems and analysis tools that are used in the workforce by tier-1 analyst to SOC managers. The scenarios are designed for multiple roles with the National Initiative for Cybersecurity Education Cybersecurity (NICE) Framework Knowledge, Skills, Attitude, KSA's. All students and faculty from the Information Technology Network Administration and Cybersecurity Specialist programs will benefit and will use these products in remote learning and lab functionality.

BACKGROUND
In accordance with the approved Comprehensive Resolution of the Board of Trustees of the Alamo Colleges District COVID-19 Virus effective March 17, 2020, the contract awarded by the Board Trustees is effective upon execution of agreement with an initial term of twenty-four months, and may be renewed annually upon mutual consent of both parties. The recommended contractor, Cyberbit, Inc. specializes and maintains rights to the intellectual property in its provision of these services. As such, this purchase is being made on a sole source copyrighted materials basis exempt from competitive bidding, TX ED 44.031.

IMPLICATIONS
Financial: $340,000
Funding Source: 212426-823006; SPC_CROSS_CARES_HBCU 2021 – SPC ACE Instruction
Strategic Plan: Goal I – Student Success; Goal III Performance Excellence
Employee Services: None

ATTACHMENTS: Price Tabulation

Gary O'Bar, C.P.M.
Director for Purchasing & Contract Administration

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2020.11.23 09:11:25 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Adena Loston
President, St. Philip's College

Dr. Mike Flores
Chancellor

PRICE TABULATION

Purchase of a Cyber Security Training Program

Item	Quantity	Price
MSP License for 50 training days on Cyberbit's Cloud Range Environment - to be scheduled and utilized during each year (12-month period). Enables access to one training Environment of Cyberbit's Cloud Range, for up to 10 users, for 50 training days.	Up to 50 training days - 9 hours per day/each year	$340,000
2-day remote Train the Trainer course to certify your instructor	Up to 2 training days for 4 Faculty	INCLUDED
Total 2-year Cost		$340,000

Discussion and Possible Action for the Purchase of Continuing Education Course Registration Software

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to Board for approval on December 8, 2020.

MINUTE ORDER
"The Board of Trustees hereby ratifies a contract to Destiny Solutions, Inc. providing for the purchase of Continuing Education Course Registration Software for an annual estimated annual total of $99,375, as requested by the office of the Interim Vice Chancellor for Economic Workforce and Development."

PURPOSE
This contract action provides for the purchase of Continuing Education Registration Software. This software enhances online student registration and the payment process of noncredit programs through a web-based system that includes integration with our current Enterprise Resource Product; Banner, and its student, finance, and human resource components. The scope of work requires that the contractor implement this software, provide training, maintenance and support services.

BACKGROUND

In September 2020, and in accordance with the approved Comprehensive Resolution of the Board of Trustees of the Alamo Colleges District COVID-19 Virus effective March 17, 2020, an agreement was executed with Destiny Solutions, Inc. The Destiny Solutions, Inc. offerings will be utilized in significant part to meet the commitments of the District to the City of San Antonio under the workforce development recovery training interlocal agreement implemented in response to COVID-19.

The contract ratified by the Board of Trustees has an initial term of three years beginning September 2020 and will automatically renew for one-year periods. The recommended contractor, Destiny Solutions, Inc. specializes and maintains rights to the software in its provision of these services. As such, this purchase is being made on a proprietary materials basis exempt from competitive bidding, TX ED 44.031.

IMPLICATIONS
Financial: $99,375 estimated annually
Funding Source: Funding is not encumbered with this action and will be provided at the time of purchase
Strategic Plan: Goal I – Student Success; Goal III Performance Excellence
Employee Services: None

ATTACHMENTS: Price Tabulation

Gary O'Bar,C.P.M.
Gary O'Bar,C.P.M.
cn=Gary O'Bar,C.P.M., o=Alamo Colleges District, ou=Purchasing & Contract Administration, email=gobar@alamo.edu, c=US
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Gary O'Bar, C.P.M.
Director for Purchasing & Contract Administration

Xavier Urrutia
Interim Vice Chancellor for Economic Workforce and Development

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2020.11.13 09:00:05 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

ALAMO COLLEGES DISTRICT

PRICE TABULATION

Purchase of Continuing Education Course Registration Software

Item	Description	Price
1	Destiny One Software Annual License Fee- Year One for up to 2000 registrants Implementation Fee (One Time Charge) Annual Estimated Total	 $62,376 $36,999 $99,375
2	Estimated Annual License Fee- Year Two for up to 4000 registrants per year	$99,375
3	Estimated Annual License Fee- Year Three for up to 4000 registrants per year	$99,375

Notes:

Renewal Fee: If during Year 3 of the three-year term the number of Registrants exceeds 4,000, in the subsequent year Alamo Colleges will pay an annual incremental amount in addition to the Year 3 annual subscription fee based on the following:
An additional fee based on number of Registrants in excess of the 4,000 Registrant Limit for the previous year, as follows:

- Annual Enrollment of 4001-4500 – Incremental $14,400 USD /Year
- Annual Enrollment of 4501-5000 – Incremental $27,000 USD /Year
- Annual Enrollment of 5001-5500 – Incremental $34,560 USD /Year
- And for each 500 in enrollment beyond 5501, an additional $10,000 USD /Year

Discussion and Possible Action on Monthly Contracts Report

Presented to the Board Acting as Committee of the Whole on December 01, 2020 and now presented to the ALAMO COLLEGES DISTRICT BOARD OF TRUSTEES on December 08, 2020.

MINUTE ORDER
"The Alamo Colleges District Board of Trustees hereby approves this report on non-grant contracts (public) made to the Alamo Colleges District for the period of September 1, 2020 through October 31, 2020."

PURPOSE
To provide a monthly report on non-grant contracts received by the Alamo Colleges District.

BACKGROUND
Contracts – Non-grant contracts are contracts in which Alamo Colleges District receives funds to provide special or negotiated services or training to private corporations. For the period ending October 31, 2020 there are a total of 12 contracts that total $308,502.00 in external funding. This will allow services to be provided to 870 individuals.

OBJECTIVE/FACT
To supplement activities not funded by Institutional Funds.

IMPLICATIONS

Financial:	Yes
Strategic Plan:	Goal III. Performance Excellence
Human Resources:	Yes

ATTACHMENTS: YTD Contract (Non-Grant) Summary Report.

Linda Rivas
Digitally signed by Linda Rivas
Date: 2020.11.11 09:24:37 -06'00'

Linda Rivas, Interim Associate Vice Chancellor of Continuing Education

Xavier Urrutia
Digitally signed by Xavier Urrutia
Date: 2020.11.11 09:52:53 -06'00'

Xavier Urrutia, Interim Vice Chancellor for Economic & Workforce Development

Dr. Mike Flores
Digitally signed by Dr. Mike Flores
Date: 2020.11.13 16:46:57 -06'00'

Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

Year-To-Date Contract (Non-Grant) Summary Report

Status: September 1, 2020 - October 31, 2020

I. Current Month Contracts District Wide:

No.	Contract Recipient (District Wide)	No. of Courses	Monthly No. Students to be Served	YTD No. Students to be Served
1	Workforce Training Network	12	870	870
	Total	**12**	**870**	**870**

II. Year-to-Date Number of Contracts in Selected Dollar Ranges:

No.	Contract Recipient	$.01-$9,999.99	$10,000-$100,000	$100,000 and Higher	Total
1	Workforce Training Network	7	4	1	12
	Total	**7**	**4**	**1**	**12**

Source: All data provided by Workforce Training Network-Continuing Education Department.

Discussion and Possible Action on Approval of Monthly Grants and Contracts Reports

Presented to the Board acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER:
"The Alamo Colleges District Board of Trustees hereby approves this report on grants and contracts (public) and ratifies acceptance of the donations and grants made to the Alamo Colleges District."

PURPOSE:
To provide a monthly report on new grant awards, continuation awards, funding increases, and restricted contracts received during the month; and, obtain ratification of their acceptance by the Alamo Colleges District.

Background

1. Grants – The Alamo Colleges District received 13 new grant awards, 12 continuation grant awards, and 1 additional funding increase for the period ending October 31, 2020. The year-to-date (YTD) funding is $48,712,472.35 and allows for 83 FTE positions.
2. Restricted Grant Contracts – The Alamo Colleges District had 1 new restricted grant contracts for the same period. YTD funding is $3,589.56 and it allows for 0 students to be served.

OBJECTIVE/FACT: To supplement activities not funded by Institutional Funds.

IMPLICATIONS:

Financial:	Yes
Strategic Plan:	Strategic Objective III Performance Excellence
Human Resources:	Yes

ATTACHMENTS: Monthly Grant Award Funding Activity Report; YTD Grant Funding Activity Report with Award Description; YTD Grant Award Summary Report; Monthly Restricted Contract Funding Activity Report; YTD Restricted Contract Summary Report.

Dr. Diane Snyder
Digitally signed by Dr. Diane Snyder
Date: 2020.11.16 09:09:28 -06'00'

Pamela Ansboury, CPA, M.Ed. Date
Associate Vice Chancellor for
Finance and Fiscal Services

Diane E. Snyder, CPA, Ph.D. Date
Vice Chancellor for Finance and
Administration

Dr. Mike Flores Date
Chancellor

ALAMO COLLEGES DISTRICT

Grants and Contracts Reports

Background: Presented to the Board each month as part of the Consent Agenda items. They are provided for informational purposes and require Board approval. The report is prepared by the Finance & Fiscal Services department.

Purpose: Provides details of single-year and multi-year grants by College and District Support operations for new grants or for additional funding received under previously received grants. Also provides details of new funding received under contracts with private entities that are not federal or state agencies. The financial and other information included in the report includes:

- New single year and multi-year grants received during the month for each College and District Support Operations locations

- Additional funding awarded under previously received single or multi-year grants during the month

- Year to date listing of all single and multi-year grants by College and District Support Operations locations

- Additional information for each grant in the report including the grantor agency, description and purpose of the grant, amount awarded, number of students to be served under the grant, number of full-time employees funded by the grant, and any indirect costs or matching requirements for each grant

- Month to date and year to date funding received under contracts from private organizations by College and District Support Operations locations with description and purpose of the award, amount awarded, number of students to be served under the award, number of full-time employees funded by award, and any indirect costs or matching requirements for each award

Note: The report provides year-to-date information two months in arrears to allow for monthly financial close and time to produce the report and go through necessary reviews.

ALAMO COLLEGES DISTRICT

FY2021 MONTHLY (MTD) GRANT AWARD ACTIVITY REPORT

September 1, 2020 - October 31, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	219161	District Workforce Development	**City of San Antonio,** Program Title: *"Train for Jobs SA"*.	Consists of providing workforce upskills opportunities through education, training and stipends to residents negatively-affected by job loss, to increase their chances of obtaining general employment and better employment opportunities as businesses affected by COVID-19 begin to rehire.	8/10/2020	$0	$0	$32,753,000	5,050	18.00
2	219873	District Economic Workforce	**U.S. Department of Education/Texas Higher Education Coordinating Board,** Program Title: *"Carl D. Perkins/Career and Technical Education-Basic Grants to States"*.	The Perkins Basic Grant program supports awarded applicants in educating students who enroll in CTE courses and programs in preparation for high-skill or high-demand occupations.	7/1/2020	$0	$0	$1,601,659	14,500	5.00
	2		**Total Dist. - MTD Single Year Grants**			**$0**	**$0**	**$34,354,659**	**19,550**	**23**
1	251426	San Antonio College	**U.S. Department of Education/Texas Higher Education Coordinating Board,** Program Title: *"Education Stabilization Fund Program Governor's Emergency Education Relief (GEER) Fund"*.	Under the Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$271,953	150	0
	1		**Total SAC-MTD Single Year Grants**			**$0**	**$0**	**$271,953**	**150**	**0.00**
1	252426	St. Philip's College	**U.S. Department of Education/Texas Higher Education Coordinating Board,** Program Title: *"Education Stabilization Fund Program Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$107,633	55	0.00
	1		**Total SPC-MTD Single Year Grants**			**$0**	**$0**	**$107,633**	**55**	**0.00**
1	213092	Palo Alto College	**U.S. Department of Agriculture-National Resources Conservation Service,** Program Title: *"G.R.E.E.N. (Growing Roots for Education, Environment and Nutrition)"*.	The project will demonstrate the need of educational and outreach purposes for community supported agriculture through the installation of rainwater system by providing hands on learning experiences through soil health programs, providing educational services, developing strong marketing alliance and to establish a producer mentoring network.	9/1/2020	$0	$0	$2,936	10	0.00
2	253426	Palo Alto College	**U.S. Department of Education/Texas Higher Education Coordinating Board,** Program Title: *"Education Stabilization Fund Program Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19).	9/1/2020	$0	$0	$132,228	80	0.00
	2		**Total PAC-MTD Single Year Grants**			**$0**	**$0**	**$135,164**	**90**	**0.00**
1	254426	Northwest Vista College	**U.S. Department of Education/Texas Higher Education Coordinating Board,** Program Title: *"Education Stabilization Fund Program Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$186,598	100	0.00
	1		**Total NVC-MTD Single Year Grants**			**$0**	**$0**	**$186,598**	**100**	**0.00**

1	215014	Northeast Lakeview College	**U.S.Department of Agriculture**, Program Title: *"Northeast Lakeview College NEST Community Garden Project"*.	Funds will be used to create the NLC NEST Community Vegetable Garden which will provide produce to the NLC Nighthawk's NEST Food pantry.	8/26/2020	$0	$0	$10,500	0	0.00
2	255426	Northeast Lakeview College	**U.S. Department of Education/Texas Higher Education Coordinating Board**, Program Title: *"Education Stabilization Fund Program Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$23,301	15	0.00
	2		**Total NLC-MTD Single Year Grants**			**$0**	**$0**	**$33,801**	**15**	**0.00**
	9			**Total MTD Single Year Grants**		**$0**	**$0**	**$35,089,808**	**19,960**	**23.00**
				Multi Year Grants						
1	219089	District	**Texas Higher Education Coordinating Board**, Program Title: *"Pathways Project (TxRAN)"*. Year 8 of 8.	Continue leading one of the regional pathways partnerships in support of THECB's statewide pathways project. Team also develops educational and other support interventions to ease student transition from high school through college completion, thereby supporting 60x30 TX goals of increasing post secondary completions by 2030.	8/31/2020	$0	$0	$6,300	0	0.00
	1		**Total DIST.-MTD Multi Year Grants**			**$0**	**$0**	**$6,300**	**0**	**0.00**
1	211137	San Antonio College	**U.S. Department of Education,** Program Title: *"Highlands Upward Bound Math and Science Project"*. Year 4 of 5.	Project provides student service programs for individuals from disadvantaged backgrounds, first generations, low-income individuals, etc. UBMS provides up to four years of additional academic support through summer instruction in math, language arts, composition, foreign language and lab science that aligns with state exams and state readiness standard.	9/6/2017	$0	$19,073	$297,584	60	3.00
2	211138	San Antonio College	**U. S. Department of Education,** Program Title: *"Child Access Means Parents in School (CCAMPIS)"*. Year 4 of 5.	Goal is to increase low-income student success by providing access to high quality child care. Project will provide academic support counseling for CCAMPIS parents at-risk for failure.	10/1/2017	$341,068	$22,821	$308,091	60	0.00
3	211143	San Antonio College	**Texas Higher Education Coordinating Board**, Program Title: *"Nursing Shortage Reduction Program/Nursing Under 70 Program"*. Year 2 of 2.	The purpose of the grant is to provide up-front funding for the e institution's nursing department in order to hire additional faculty and to take additional measures necessary to improve the number of initial license graduates.	3/27/2019	$0	$0	$318,351.35	0	0.0
4	211146	San Antonio College	**National Science Foundation**, Program Title: *"Cyber Service Scholarship (CSS) Program"*. Year 2 of 5.	The principal goal of this project is to encourage and enable academically talented SAC CIS majors who are veterans of the Armed Forces to complete the AAS in Information Assurance and Cyber Security and enter into a federal, state, local government position related to Cyber Security.	9/14/2018	$0	$0	$241,621	5	0.00
5	211153	San Antonio College	**U.S. Department of Education**, Program Title: *"Project R.I.S.E. (Ready, Inspired, Successful, Engaged) SSS Program"*. Year 1 of 5.	San Antonio College proposes to serve at least 120 low-income, first-generation and/or disabled STEM and Health Sciences majors each year through Project R.I.S.E. The program will increase students' chances of success by providing year round tutoring and prescribed tutoring plans, academic and college readiness instruction.	8/11/2020	$0	$0	$261,879	120	5.00
6	211154	San Antonio College	**U.S. Department of Education,** Program Title: *"Veterans Achieving Learning through Opportunity and Resilience (VALOR) SSS Program"*. Year 1 of 5.	San Antonio College proposes to serve at least 120 low-income, first generation and/or disabled veterans each year through Project VALOR. The program will increase students' chances of success by providing year-round tutoring, academic and college readiness instruction, and postsecondary course selection.	8/11/2020	$0	$0	$261,786	120	5.00
7	211532	San Antonio College	**U.S. Department of Education,** Program Title: *"Tenaces: Staying the Course-A Project to Increase STEM Field Success for Hispanic and Low-income Students.* Year 5 of 5.	Purpose of this program is to develop and carry out activities to improve and expand the institutions capacity to serve Hispanic and other low-income students in San Antonio who attain degrees in STEM fields.	10/1/2020	$0	$75,000	$775,000	15,000	5.00
	7		**Total SAC-MTD Multi Year Grants**			**$341,068**	**$116,894**	**$2,464,312.35**	**15,365**	**18.00**

1	212086	St. Philip's College	**U.S. Department of Education**, Program Title: *"St. Philip's College Child Care Access Means Parents in School Program"*. Year 4 of 5.	The goal of the project is to provide support for the participation of low-income student-parents in post secondary education through the provision of campus based child care services offered at the on-site nationally accredited SPC Development Center.	10/1/2020	$0	$0	$120,250	40	1.00
2	212604	St. Philip's College	**U.S. Department of Education**, Program Title: *"Historically Black Colleges and Universities Program"* . Year 4 of 5.	The funds allocated under this grant are being used to support Project Administration and Research Development, Center of Excellence for Math and Science, Campus Renovation, Information & Communication Technology, Student Services, Good Samaritan Veteran Outreach and Transition Center.	8/20/2020	$0	$0	$7,363,989	0	14.00
3	212628	St. Philip's College	**U.S. Department of Education,** Program Title: *"FUTURE Act"*. Year 1 of 5.	Funds for this grant will be used to implement and operate three activities that will support and strengthen the overall institution deliver of services to students. Project Administration and Research Development, Campus Renovation & Technology Improvements and Student Services.	8/21/2020	$0	$0	$1,162,992	0	0.00
	3		**Total SPC-YTD Multi-Year Grants**			**$0**	**$0**	**$8,647,231**	**40**	**15.00**
1	213079	Palo Alto College	**National Science Foundation**, Program Title: "*Palo Alto College S-STEM Project*". Year 4 of 5.	The goal of this project is to increase the number of academically talented, financially needy Biology and Biosciences majors who transfer and graduate with a bachelors degree in STEM field on time. The project will help low-income, academically talented Biology students through involvement in Projects of Discovery (PODs).	7/28/2019	$0	$0	$118,842	25	7.00
2	213080	Palo Alto College	**U.S. Department of Education,** Program Title: *"Palo Alto College Upward Bound Math and Science Project"*. Year 4 of 5.	Project will provide participants from East Central High School with academic instruction, tutoring and advising, information on financial aid programs, assistance in completing financial aid applications, financial literacy and support for applying for college enrollment.	9/1/2020	$0	$0	$297,601	60	2.00
3	213091	Palo Alto College	**U.S. Department of Labor**, Program Title: *"Youth Apprenticeship Readiness Grant"* . Year 1 of 5.	The Education Success Pilot programs will be the target population to receive pre-apprenticeship training to expose them to local, state and national apprenticeship programs.	7/1/2020	$2,099,792	$79,215	$699,159	825	7.00
4	213516	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College Title V: Project Impacto"* . Year 5 of 5.	Project will establish college-wide best practices and support systems that enable high-need students to successfully enter, persist, and complete an associates degree program by Strengthening high impact practices for continuing students to improve persistence and completion; establish a student advocacy center and increase professional development opportunities for faculty and staff that will improve student engagement, teaching and learning.	3/1/2016	$0	$0	$525,000	500	6.00
5	213518	Palo Alto College	**U.S. Department of Education**, Program Title: *" SEEDS of Excellence in STEM at Palo Alto College: Support, Engagement Experiential and Development Systems"*. Year 5 of 5.	The SEEDS of excellence project is designed to establish college-wide best practices and support systems related to STEM that aim to increase the number of Hispanic and low-income students pursuing and graduating with STEM degrees be developing comprehensive and collaborative academic and student service programs and strengthening the STEM pipeline. *Additional funding in the amount of $89,219.*	9/27/2016	$15,000	$62,000	$864,219	354	5.00
	5		**Total PAC-MTD Multi Year Grants**			**$2,114,792**	**$141,215**	**$2,504,821**	**1,764**	**27.00**
	16			**Total MTD Multi-Year Grants**		**$2,455,860**	**$258,109**	**$4,975,433**	**17,129**	**60.00**
	25			**GRAND TOTAL-MTD SINGLE AND MULTI-YEAR GRANTS**		**$2,455,860**	**$258,109**	**$48,712,472.35**	**37,129**	**83.00**

ALAMO COLLEGES DISTRICT

FY 2021 YTD Grant Award Summary Report

Includes All Single Year Grants and the Current Year of Multi-Year Grants

September 1, 2020 -October 31, 2020

No.	College	No. of Grants	Match Amounts	Indirect Cost Received	YTD Funding Amount	No. of Students Served	No. of FTEs
1	District Grants	3	$ -	$ -	$ 34,360,959	19,550	23.00
2	San Antonio College	8	$ 341,068	$ 116,894	$ 2,736,265	15,515	18.00
3	St. Philip's College	4	$ -	$ -	$ 8,754,864	95	15.00
4	Palo Alto College	7	$ 2,114,792	$ 141,215	$ 2,639,985	1,854	27.00
5	Northwest Vista College	1	$ -	$ -	$ 186,598	100	0.00
6	Northeast Lakeview College	2	$ -	$ -	$ 33,801	15	0.00
GRAND TOTAL		**25**	**$ 2,455,860**	**$ 258,109**	**$ 48,712,472**	**37,129**	**83.00**

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -October 31, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	219161	District Workforce Development	**City of San Antonio,** Program Title: *"Train for Jobs SA"*.	Consists of providing workforce upskills opportunities through education, training and stipends to residents negatively-affected by job loss, to increase their chances of obtaining general employment and better employment opportunities as businesses affected by COVID-19 begin to rehire.	8/10/2020	$0	$0	$32,753,000	5,050	18.00
2	219873	District Economic Workforce	**U.S. Department of Education/Texas Higher Education Coordinating Board**, Program Title: *"Carl D. Perkins/Career and Technical Education-Basic Grants to States"*.	The Perkins Basic Grant program supports awarded applicants in educating students who enroll in CTE courses and programs in preparation for high-skill or high-demand occupations.	7/1/2020	$0	$0	$1,601,659	14,500	5.00
	2		**Total Dist.- YTD Single Year Grants**			**$0**	**$0**	**$34,354,659**	**19,550**	**23.00**
1	251426	San Antonio College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$271,953	150	0.00
	1		**Total SAC-YTD Single-Year Grants**			**$0**	**$0**	**$271,953**	**150**	**0.00**
1	252426	St. Philip's College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$107,633	55	0.00
	1		**Total SPC YTD Single-Year Grants**			**$0**	**$0**	**$107,633**	**55**	**0.00**
1	213092	Palo Alto College	**U.S. Department of Agriculture-National Resources Conservation Service,** Program Title: *"G.R.E.E.N. (Growing Roots for Education, Environment and Nutrition)"*.	The project will demonstrate the need of educational and outreach purposes for community supported agriculture through the installation of rainwater system by providing hands on learning experiences through soil health programs, providing educational services, developing strong marketing alliance and to establish a producer mentoring network.	9/1/2020	$0	$0	$2,936	10	0.00

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -October 31, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
2	253426	Palo Alto College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19).	9/1/2020	$0	$0	$132,228	80	0.00
	2		**Total PAC-YTD Single Year Grants**			**$0**	**$0**	**$135,164**	**90**	**0.00**
1	254426	Northwest Vista College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$186,598	100	0.00
	1		**Total NVC-MTD Single Year Grants**			**$0**	**$0**	**$186,598**	**100**	**0.00**
1	215014	Northeast Lakeview College	**U.S.Department of Agriculture**, Program Title: *"Northeast Lakeview College NEST Community Garden Project"*.	Funds will be used to create the NLC NEST Community Vegetable Garden which will provide produce to the NLC Nighthawk's NEST Food pantry.	8/26/2020	$0	$0	$10,500	0	0.00
2	255426	Northeast Lakeview College	**Texas Higher Education Coordinating Board**, Program Title: *"U.S. Department of Education, "Governor's Emergency Education Relief (GEER) Fund"*.	Under the e Governor's Emergency Education Relief Fund (GEER FUND), the U.S. Department of Education awards grants to Governors for the purpose of providing local educational agencies (LEAs) institutions of higher education (IHEs), and other education related entities with emergency assistance as a result of the Novel Coronavirus Disease 2019 (COVID-19). The Emergency Educational grant is to provide financial relief to victims of the pandemic emergency through federally-funded educational grants that keep Texans on track to attaining high-value educational credentials.	9/1/2020	$0	$0	$23,301	15	0.00
	2		**Total NLC-YTD Single Year Grants**			**$0**	**$0**	**$33,801**	**15**	**0.00**
	9			**Total YTD Single Year Grants**		**$0**	**$0**	**$35,089,808**	**19,960**	**23.00**
				Multi-Year Grants						
1	219089	District	**Texas Higher Education Coordinating Board**, Program Title: *"Pathways Project (TxRAN)"* . Year 8 of 8.	Continue leading one of the regional pathways partnerships in support of THECB's statewide pathways project. Team also develops educational and other support interventions to ease student transition from high school through college completion, thereby supporting 60x30 TX goals of increasing post secondary completions by 2030.	8/31/2020	$0	$0	$6,300	0	0.00
	1		**Total Dist.-YTD Multi-Year Grants**			**$0**	**$0**	**$6,300**	**0**	**0.00**

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -October 31, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	211137	San Antonio College	**U.S. Department of Education,** Program Title: *"Highlands Upward Bound Math and Science Project"*. Year 4 of 5.	Project provides student service programs for individuals from disadvantaged backgrounds, first generations, low-income individuals, etc. UBMS provides up to four years of additional academic support through summer instruction in math, language arts, composition, foreign language and lab science that aligns with state exams and state readiness standard.	9/6/2017	$0	$19,073	$297,584	60	3.00
2	211138	San Antonio College	**U. S. Department of Education,** Program Title: *"Child Access Means Parents in School (CCAMPIS)"*. Year 4 of 5.	Goal is to increase low-income student success by providing access to high quality child care. Project will provide academic support counseling for CCAMPIS parents at-risk for failure.	10/1/2017	$341,068	$22,821	$308,091	60	0.00
3	211143	San Antonio College	**Texas Higher Education Coordinating Board**, Program Title: *"Nursing Shortage Reduction Program/Nursing Under 70 Program"*. Year 2 of 2.	The purpose of the grant is to provide up-front funding for the e institution's nursing department in order to hire additional faculty and to take additional measures necessary to improve the number of initial license graduates.	3/27/2019	$0	$0	$318,351.35	0	0.0
4	211146	San Antonio College	**National Science Foundation**, Program Title: *"Cyber Service Scholarship (CSS) Program"*. Year 2 of 5.	The principal goal of this project is to encourage and enable academically talented SAC CIS majors who are veterans of the Armed Forces to complete the AAS in Information Assurance and Cyber Security and enter into a federal, state, local government position related to Cyber Security.	9/14/2018	$0	$0	$241,621	5	0.00
5	211153	San Antonio College	**U.S. Department of Education**, Program Title: *"Project R.I.S.E. (Ready, Inspired, Successful, Engaged) SSS Program"*. Year 1 of 5.	San Antonio College proposes to serve at least 120 low-income, first-generation and/or disabled STEM and Health Sciences majors each year through Project R.I.S.E. The program will increase students' chances of success by providing year round tutoring and prescribed tutoring plans, academic and college readiness instruction.	8/11/2020	$0	$0	$261,879	120	5.00
6	211154	San Antonio College	**U.S. Department of Education,** Program Title: *"Veterans Achieving Learning through Opportunity and Resilience (VALOR) SSS Program"*. Year 1 of 5.	San Antonio College proposes to serve at least 120 low-income, first generation and/or disabled veterans each year through Project VALOR. The program will increase students' chances of success by providing year-round tutoring, academic and college readiness instruction, and postsecondary course selection.	8/11/2020	$0	$0	$261,786	120	5.00
7	211532	San Antonio College	**U.S. Department of Education,** Program Title: *"Tenaces: Staying the Course-A Project to Increase STEM Field Success for Hispanic and Low-income Students.* Year 5 of 5.	Purpose of this program is to develop and carry out activities to improve and expand the institutions capacity to serve Hispanic and other low-income students in San Antonio who attain degrees in STEM fields.	10/1/2020	$0	$75,000	$775,000	15,000	5.00
	7		**Total SAC-YTD Multi-Year Grants**			**$341,068**	**$116,894**	**$2,464,312.35**	**15,365**	**18.00**
1	212086	St. Philip's College	**U.S. Department of Education**, Program Title: *"St. Philip's College Child Care Access Means Parents in School Program"*. Year 4 of 5.	The goal of the project is to provide support for the participation of low-income student-parents in post secondary education through the provision of campus based child care services offered at the on-site nationally accredited SPC Development Center.	10/1/2020	$0	$0	$120,250	40	1.00

ALAMO COLLEGES DISTRICT

FY 2021 Monthly & YTD Grant Award Funding Activity Report with Award Description

September 1, 2020 -October 31, 2020

Item No.	Grant Code	College	Funding Source/Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
2	212604	St. Philip's College	**U.S. Department of Education**, Program Title: *"Historically Black Colleges and Universities Program"* . Year 4 of 5.	The funds allocated under this grant are being used to support Project Administration and Research Development, Center of Excellence for Math and Science, Campus Renovation, Information & Communication Technology, Student Services, Good Samaritan Veteran Outreach and Transition Center.	8/20/2020	$0	$0	$7,363,989	0	14.00
3	212628	St. Philip's College	**U.S. Department of Education,** Program Title: *"FUTURE Act"*. Year 1 of 5.	Funds for this grant will be used to implement and operate three activities that will support and strengthen the overall institution deliver of services to students. Project Administration and Research Development, Campus Renovation & Technology Improvements and Student Services	8/21/2020	$0	$0	$1,162,992	0	0.00
	3		**Total SPC-YTD Multi-Year Grants**			**$0**	**$0**	**$8,647,231**	**40**	**15.00**
1	213079	Palo Alto College	**National Science Foundation**, Program Title: *"Palo Alto College S-STEM Project"*. Year 4 of 5.	The goal of this project is to increase the number of academically talented, financially needy Biology and Biosciences majors who transfer and graduate with a bachelors degree in STEM field on time. The project will help low-income, academically talented Biology students through involvement in Projects of Discovery (PODs).	7/28/2019	$0	$0	$118,842	25	7.00
2	213080	Palo Alto College	**U.S. Department of Education,** Program Title: *"Palo Alto College Upward Bound Math and Science Project"*. Year 4 of 5.	Project will provide participants from East Central High School with academic instruction, tutoring and advising, information on financial aid programs, assistance in completing financial aid applications, financial literacy and support for applying for college enrollment.	9/1/2020	$0	$0	$297,601	60	2.00
3	213091	Palo Alto College	**U.S. Department of Labor**, Program Title: *"Youth Apprenticeship Readiness Grant"* . Year 1 of 5.	The Education Success Pilot programs will be the target population to receive pre-apprenticeship training to expose them to local, state and national apprenticeship programs.	7/1/2020	$0	$79,215	$699,159	825	7.00
4	213516	Palo Alto College	**U.S. Department of Education**, Program Title: *"Palo Alto College Title V: Project Impacto"* . Year 5 of 5.	Project will establish college-wide best practices and support systems that enable high-need students to successfully enter, persist, and complete an associates degree program by Strengthening high impact practices for continuing students to improve persistence and completion; establish a student advocacy center and increase professional development opportunities for faculty and staff that will improve student engagement, teaching and learning.	3/1/2016	$2,099,792	$0	$525,000	500	6.00
5	213518	Palo Alto College	**U.S. Department of Education**, Program Title: *" SEEDS of Excellence in STEM at Palo Alto College: Support, Engagement Experiential and Development Systems"*. Year 5 of 5.	The SEEDS of excellence project is designed to establish college-wide best practices and support systems related to STEM that aim to increase the number of Hispanic and low-income students pursuing and graduating with STEM degrees be developing comprehensive and collaborative academic and student service programs and strengthening the STEM pipeline. *Additional funding in the amount of $89,219.*	9/27/2016	$15,000	$62,000	$864,219	354	5.00
	5		**Total PAC-YTD Multi-Year Grants**			**$2,114,792**	**$141,215**	**$2,504,821**	**1,764**	**27.00**
	16			**Total YTD Multi-Year Grants**		**$2,455,860**	**$258,109**	**$13,622,664**	**17,169**	**60.00**
	25			**GRAND TOTAL-YTD SINGLE AND MULTI-YEAR GRANTS**		**$2,455,860**	**$258,109**	**$48,712,472.35**	**37,129**	**83.00**

ALAMO COLLEGES DISTRICT

FY 2021 Monthly (MTD) Restricted Contract Activity Report

September 01, 2020 -October 31, 2020

Item No.	Grant Code	College	Funding Source / Grant	Description/Function	Date of Award Letter	Match Amount	Indirect Cost	Funding Amount	Students Served	No. of FTEs
1	245008	Northeast Lakeview College	**The Grass Foundation, c/o Foundation Source,** Program Title: *" The Grass Foundation"*.	This funding will increase student mastery of concepts in neurobiology and muscle physiology. To develop and implement hands-on lab activities using the Muscle Spiker Box Pro from Backyard Brains and train other Human Anatomy and Physiology faculty on the use of the equipment.	2/21/2020	$0	$0	$3,589.56	0	0.00
	1			**GRAND TOTAL-MTD RESTRICTED CONTRACTS**		**$0**	**$0**	**$3,589.56**	**0**	**0.00**

ALAMO COLLEGES DISTRICT

FY 2021 YTD Restricted Contract (Non-Grant) Summary Report

September 1, 2020 - October 31, 2020

No.	Contract Recipient	No. of Contracts Executed for the Year	YTD Total Amount of Contracts	No. Students to be Served
1	District Restricted Contracts			
2	San Antonio College			
3	St. Philip's College			
4	Palo Alto College			
5	Northwest Vista College			
6	Northeast Lakeview College	1	3,589.56	0
	Total	**1**	**$3,589.56**	**0**

Year-to-Date Number of Contracts in Selected Dollar Ranges:

No.	Contract Recipient	$.01-$9,999.99	$10,000- $99,999	$100,000 and Higher	Total
1	District Restricted Contracts	0	0	0	0
2	San Antonio College	0	0	0	0
3	St. Philip's College	0	0	0	0
4	Palo Alto College	0	0	0	0
5	Northwest Vista College	0	0	0	0
6	Northeast Lakeview College	1	0	0	1
	Total	**1**	**0**	**0**	**1**

Discussion and Possible Action on Approval of Construction Reports

Presented to the Board acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER

"The Alamo Colleges District Board of Trustees hereby approves the construction reports as presented."

PURPOSE

The following construction reports are presented to the Board of Trustees for informational and approval purposes.

BACKGROUND

1. Bond Overview
2. 2017 Capital Improvement Program Overview Chart
3. 2017 General Obligation & MTN Bond CIP Summary and Detail Report

IMPLICATIONS

Financial: N/A
Strategic Plan: Strategic Objective III Performance Excellence
Human Resources: N/A

ATTACHMENTS: Construction Reports

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2020.11.16 09:08:16 -06'00'

Pamela Ansboury, CPA, M.Ed.
Assoc. Vice Chancellor of Finance and Fiscal Services

Diane E. Snyder, CPA, Ph.D.
Vice Chancellor of Finance and Administration

Dr. Mike Flores, Chancellor

Monthly Construction Report

Background: Presented to the Board each month as part of the Consent Agenda items. They are provided for informational purposes and require Board approval. The report is prepared by the Finance & Fiscal Services department in cooperation with the District Budget Office.

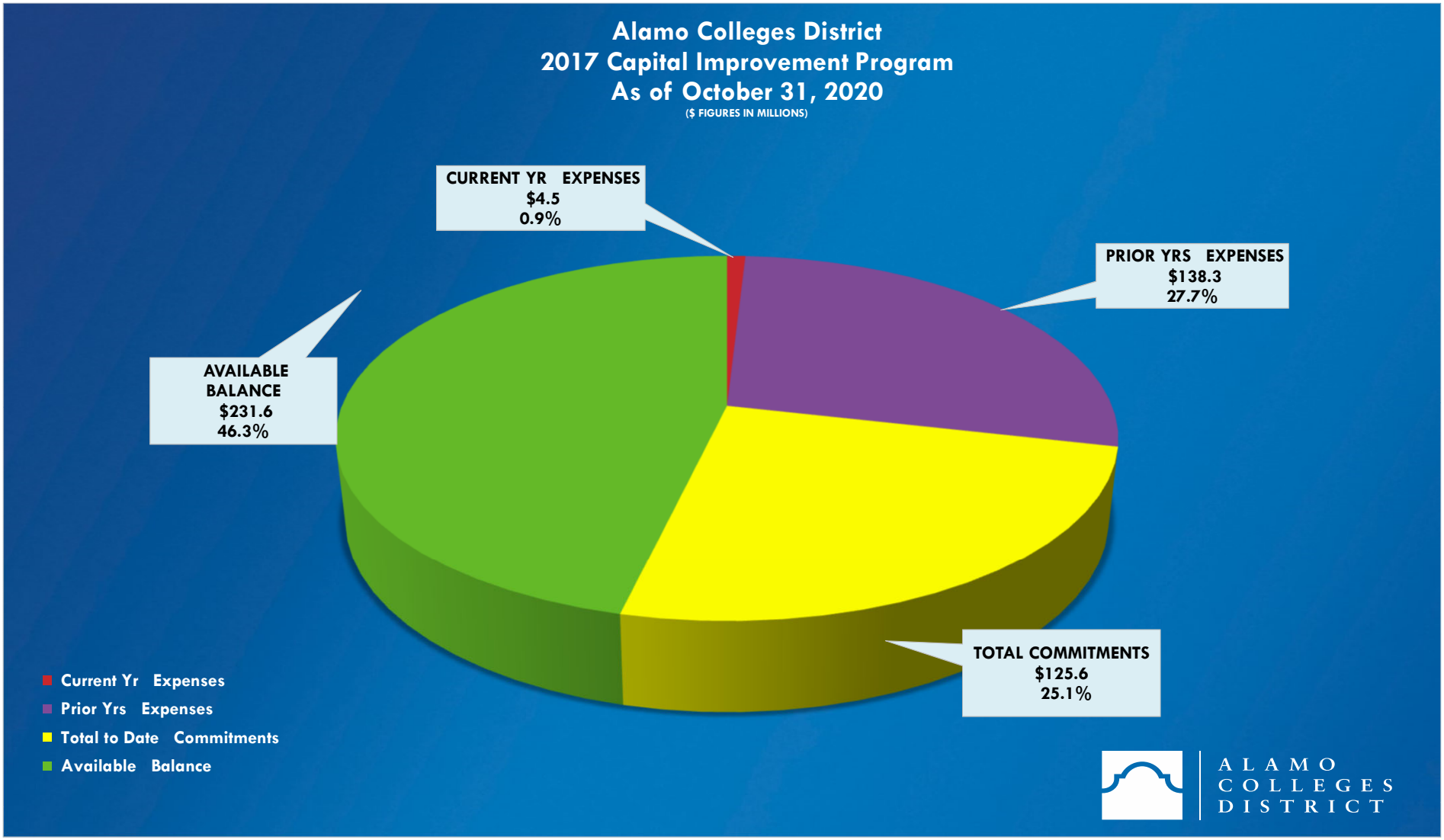
Purpose: Provides financial information for the voter-authorized, $450 million Capital Improvement Program approved in May 2017. Also includes reporting on an additional $50 million of Maintenance Tax Notes issued to supplement construction projects. Balances include approved budget, year-to-date and inception to date spending, encumbered but unspent balances, and remaining available budget by project. The financial information included in the report includes the following information in total and by project:

- Approved budget for each project
- Current month expenditures for each project
- Year-to-date expenditures by project
- Inception to date expenditures by project
- Encumbered but unspent funds by project (commitments)
- Remaining available balance by project
- Above balances in the aggregate by each College and the District Support Operations

Note: The report provides year-to-date information two months in arrears to allow for monthly financial close and time to produce the report and go through necessary reviews.

Acronyms and Definitions:

- CIP: Capital Improvement Program
- GO Bonds: General Obligation bonds; proceeds from the issuance of General Obligation bonds can be used to fund new construction, renovations and other capital purchases. Require voter authorization.
- MTN Bonds: Maintenance Tax notes; proceeds from the sale of MTNs may not be used for new construction, only renovation projects and furniture, fixtures and moveable equipment.


Alamo Colleges District
2017 Capital Improvement Program
As of October 31, 2020
($ FIGURES IN MILLIONS)
CURRENT YR EXPENSES
$4.5
0.9%
PRIOR YRS EXPENSES
$138.3
27.7%
AVAILABLE
BALANCE
$231.6
46.3%
TOTAL COMMITMENTS
$125.6
25.1%
Current Yr Expenses
Prior Yrs Expenses
Total to Date Commitments
Available Balance
ALAMO
COLLEGES
DISTRICT

ALAMO COLLEGES DISTRICT

2017 - CAPITAL IMPROVEMENT PROGRAM SUMMARY

As of October 31, 2020

FUNDING SOURCES	GO 2017	MTN20	Unissued GO	Unissued GO	TOTAL
BOND PROCEEDS G.O.	$ 173,000,000	$ -	$ 169,000,000	$ 108,000,000	$ 450,000,000
BOND PROCEEDS M.T.N	$ -	$ 50,000,000			$ 50,000,000
TOTAL FUNDING SOURCES	**$ 173,000,000**	**$ 50,000,000**	**$ 169,000,000**	**$ 108,000,000**	**$ 500,000,000**

EXPENDITURES	BUDGET	CURRENT YEAR TOTAL	PRIOR YEARS' TOTAL	TOTAL TO DATE - ALL YEARS	COMMITMENTS	AVAILABLE BALANCE
DISTRICT & DISTRICT WIDE - 2017 G.O. BOND	$ 102,000,000	$ (296,710)	$ 23,991,667	$ 23,694,957	$ 2,135,498	$ 76,169,545
SAN ANTONIO COLLEGE - 2017 G.O. BOND	$ 83,000,000	$ 1,248,430	$ 18,918,460	$ 20,166,890	$ 15,257,970	$ 47,589,872
ST. PHILIP'S COLLEGE & SWC - 2017 G.O. BOND	$ 82,000,000	$ 57,049	$ 46,362,030	$ 46,419,079	$ 32,011,003	$ 3,588,376
PALO ALTO COLLEGE - 2017 G.O. BOND	$ 72,000,000	$ (92,306)	$ 8,291,676	$ 8,199,370	$ 1,255,027	$ 62,512,146
NORTHWEST VISTA COLLEGE - 2017 G.O. BOND	$ 69,000,000	$ 1,374,223	$ 29,683,871	$ 31,058,094	$ 24,841,128	$ 13,275,154
NORTHEAST LAKEVIEW COLLEGE - 2017 G.O. BOND	$ 42,000,000	$ 294,553	$ 1,922,687	$ 2,217,240	$ 36,103,713	$ 3,679,047
ALL GO BOND EXPENDITURES - BY COLLEGES	**$ 450,000,000**	**$ 2,585,239**	**$ 129,170,392**	**$ 131,755,630**	**$ 111,604,339**	**$ 206,814,141**
ALL MTN BOND EXPENDITURES	**$ 50,000,000**	**$ 1,903,878**	**$ 9,230,381**	**$ 11,134,259**	**$ 13,991,006**	**$ 24,874,735**
UNALLOCATED INTEREST INCOME	$ -					
TOTAL FOR ALL CIP BONDS	**$ 500,000,000**	**$ 4,489,117**	**$ 138,400,772**	**$ 142,889,889**	**$ 125,595,345**	**$ 231,688,876**

ALAMO COLLEGES DISTRICT

2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT

As of October 31, 2020

General Obligation Bonds

PROJECT TITLE	Adjusted Budget	Current Month Expenses	Current Yr Expenses	Prior Yrs Expenses	Total to Date All Yrs Expenses	Commitments	Available Balance
DIS-WETC GO17 - T1	23,000,000	-	-	1,188,843	1,188,843	579,305	21,231,852
DIS-SETC GO17 - T1	23,000,000	(296,710)	(296,710)	994,134	697,424	385,751	21,916,826
DIS-N. 281 Property purch - GO17 - T1	5,000,000	-	-	5,000,000	5,000,000	-	-
DIS I-10 NW Ed and Train Ctr. - GO17 - T2	23,000,000	-	-	1,710,781	1,710,781	71,568	21,217,651
SWC- Redund Police Dpatch @ SWC - GO17 - T1	3,000,000	-	-	2,906,634	2,906,634	78,849	14,517
TOTAL FOR DISTRICT	**$ 77,000,000**	**$ (296,710)**	**$ (296,710)**	**$ 11,800,391**	**$ 11,503,681**	**$ 1,115,473**	**$ 64,380,846**
DIS Instructional Tech GO17 - T1	1,500,000	-	-	788,961	788,961	-	711,039
DIS Infrastructural & ACOL GO17 T1	11,600,000	-	-	4,549,416	4,549,416	-	7,050,584
DIS Comm. & Collaboration Tools GO17 T1	4,100,000	-	-	3,097,378	3,097,378	30,328	972,294
Reporting and Analysis - T3	1,700,000	-	-	-	-	-	1,700,000
DIS Mobile Tech & Security GO17 - T3	6,100,000	-	-	3,755,521	3,755,521	989,697	1,354,782
TOTAL FOR DISTRICT WIDE INFO. TECH.	**$ 25,000,000**	**$ -**	**$ -**	**$ 12,191,276**	**$ 12,191,276**	**$ 1,020,025**	**$ 11,788,699**
TOTAL FOR DISTRICT / DISTRICT WIDE	**$ 102,000,000**	**$ (296,710)**	**$ (296,710)**	**$ 23,991,667**	**$ 23,694,957**	**$ 2,135,498**	**$ 76,169,545**
SAC-Parking Garage GO17 - T1	19,726,336	701,887	701,887	14,610,406	15,312,292	4,107,353	306,690
SAC-Childcare Bldg GO17 - T1	14,652,417	-	-	504,736	504,736	351,878	13,795,803
SAC Law Enforce/ 1st Responder - GO17 - T2	20,000,000	-	-	94,840	94,840	1,278,315	18,626,845
SAC Physical Plant FRA - GO17 - T2	-	-	-	-	-	-	-
SAC Fletcher St Success Ren w/ Main Entry - GO17 - T2	10,312,118	17,335	17,335	1,679,427	1,696,762	7,847,438	767,918
SAC Physical Plant - GO17 - T3	2,981,979	514,477	514,477	1,875,069	2,389,546	592,433	0
SAC Chance Academic Ren - GO17 - T3	1,489,747	-	-	1,923	1,923	112,022	1,375,802
SAC MFA Ren - GO17 - T3	47,808	-	-	47,808	47,808	-	-
SAC Unallocated - GO17	-	-	-	-	-	-	-
SAC NEW SCIENCE BLDG - GO17	13,789,596	14,732	-	104,252	104,252	968,530	12,716,814
TOTAL FOR SAC	**$ 83,000,000**	**$ 1,248,430**	**$ 1,248,430**	**$ 18,918,460**	**$ 20,166,890**	**$ 15,257,970**	**$ 47,589,872**
SPC Culinary Arts Center Exc GO17 -T1	30,000,000	203	1,109	29,705,706	29,706,815	291,014	2,171
SPC Norris Tech Renovation GO17 - T2	15,582,376	42,562	19,498	14,059,910	14,079,408	770,176	732,792
SPC Bowden Renovation GO17 - T3	14,000,000	6,414	6,614	1,407,385	1,414,000	10,295,743	2,290,258
TOTAL FOR SPC	**$ 59,582,376**	**$ 49,179**	**$ 49,179**	**$ 45,173,001**	**$ 45,222,180**	**$ 11,356,934**	**$ 3,025,221**
SPC Welding and Auto Body Fac -GO17 -T2	22,417,624	7,870	11,370	1,189,029	1,200,399	20,654,070	563,155
TOTAL FOR SWC	**$ 22,417,624**	**$ 7,870**	**$ 7,870**	**$ 1,189,029**	**$ 1,196,899**	**$ 20,654,070**	**$ 563,155**
TOTAL FOR SPC / SWC	**$ 82,000,000**	**$ 57,049**	**$ 57,049**	**$ 46,362,030**	**$ 46,419,079**	**$ 32,011,003**	**$ 3,588,376**

ALAMO COLLEGES DISTRICT

2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT

As of October 31, 2020

PROJECT TITLE	Adjusted Budget	Current Month Expenses	Current Yr Expenses	Prior Yrs Expenses	Total to Date All Yrs Expenses	Commitments	Available Balance
PAC Manufacturing Bldg GO17 - T1	57,660,696	(86,156)	(86,156)	1,841,272	1,755,116	799,089	55,106,491
PAC Real Estate Purchase (under district funding) GO17 - T	6,000,000	-	-	5,118,242	5,118,242	-	881,758
PAC Student Engagement & Welcome Ctr GO17 - T2	117,663	-	-	-	-	117,663	-
PAC Healthcare Tech Excellence -Palomino Ren GO17 - T2	-	-	-	-	-	-	-
PAC Natatorium and Gym Ren GO17 - T2	4,721,641	-	30,618	1,161,206	1,191,824	307,586	3,222,231
PAC Physical Plant GO17 - T3	3,500,000	(6,150)	(3,311)	170,956	167,645	30,689	3,301,666
PAC Science Ren GO17 - T3	-	-	-	-	-	-	-
TOTAL FOR PAC	**$ 72,000,000**	**$ (92,306)**	**$ (92,306)**	**$ 8,291,676**	**$ 8,199,370**	**$ 1,255,027**	**$ 62,512,146**
NVC Parking Garage GO17 - T1	9,756,145	70,950	(17,161)	9,254,994	9,237,833	351,936	166,375
NVC Welcome Ctr. GO17 - T1	17,873,204	572,135	527,536	14,687,352	15,214,888	407,885	2,250,432
NVC Cultural Prog Ctr Excellen GO17 - T2	4,671,863	-	-	465,598	465,598	568,775	3,637,490
NVC STEM GO17 - T3	33,900,000	665,423	689,472	2,646,733	3,336,204	23,342,938	7,220,858
NVC Physical Plant GO17 - T3	2,798,788	65,715	-	2,629,194	2,629,194	169,594	-
TOTAL FOR NVC	**$ 69,000,000**	**$ 1,374,223**	**$ 1,374,223**	**$ 29,683,871**	**$ 31,058,094**	**$ 24,841,128**	**$ 13,275,154**
NLC Tech Ctr Excellence/Science Building GO17 - T2	42,000,000	294,553	294,553	1,922,687	2,217,240	36,103,713	3,679,047
NLC Science GO17 - T3	-	-	-	-	-	-	-
NLC Physical Plant GO17 - T3	-	-	-	-	-	-	-
TOTAL FOR NLC	**$ 42,000,000**	**$ 294,553**	**$ 294,553**	**$ 1,922,687**	**$ 2,217,240**	**$ 36,103,713**	**$ 3,679,047**
TOTAL 2017 G.O. BONDS	**$ 450,000,000**	**$ 2,585,239**	**$ 2,585,239**	**$ 129,170,392**	**$ 131,755,630**	**$ 111,604,339**	**$ 206,814,141**

ALAMO COLLEGES DISTRICT

2017 - CAPITAL IMPROVEMENT PROGRAM EXPENDITURES BY PROJECT

As of October 31, 2020

Maintenance Tax Notes

PROJECT TITLE	Adjusted Budget	Current Month Expenses	Current Yr Expenses	Prior Yrs Expenses	Total to Date All Yrs Expenses	Commitments	Available Balance
SAC FLETCH ST SCSS MTN20	11,100,000	1,815,566	988,104	1,578,294	2,566,398	8,533,602	-
SPC THCA Culinary-MTN20	2,181,723	71,078	87,112	1,015,778	1,102,890	1,029,069	49,764
SPC NORRIS TECH MTN20	8,808,277	718,999	718,999	4,764,246	5,483,245	3,048,354	276,678
SPC WELD & AUTO MTN20	-	-	-	-	-	-	-
SPC UNALLOCATED MTN20	10,000	-	-	-	-	-	10,000
PAC MAN, HCARE, SER, WEL-MTN20	-	-	-	-	-	-	-
PAC NATA & GYM IMP - MTN20	9,800,000	-	-	-	-	-	9,800,000
NVC CUL PRGMS CYP REN - MTN20	8,181,147	-	-	-	-	-	8,181,147
NVC STEM CTR OF EXC - MTN20	-	-	-	-	-	-	-
NVC WELCOME CTR - MTN20	1,818,853	-	-	1,818,853	1,818,853	-	0
NLC SCI/TECH CTR of EXEL - MTN20	4,000,000	-	-	-	-	-	4,000,000
NLC UNALLOCATED - MTN20	1,681,832	-	-	-	-	-	1,681,832
NLC ACA BLDG I ELEV - MTN20	1,274,314	-	-	-	-	1,189,178	85,136
NLC NLIB Elev & L Ren - MTN20	143,854	77,326	77,326	53,210	130,536	13,318	-
NLC STU COM MOIST BAR - MTN20	1,000,000	32,337	32,337	-	32,337	177,485	790,178
TOTAL 2020 MTN BONDS	$ 50,000,000	$ 2,715,306	$ 1,903,878	$ 9,230,381	$ 11,134,259	$ 13,991,006	$ 24,874,735
TOTAL 2020 G.O. & MTN BONDS	$ 500,000,000	$ 5,300,545	$ 4,489,117	$ 138,400,772	$ 142,889,889	$ 125,595,345	$ 231,688,876

ALAMO COLLEGES DISTRICT

May 2017

Bond Election

The Alamo Colleges District is planning to hold a May 2017 bond election for $450 million in order to fund projects at its Northeast Lakeview, Northwest Vista, Palo Alto, San Antonio and St. Philip's Colleges, and across Bexar County. At current property value assessment levels, the issuance of the bond will not cause an increase in the District's tax rate for debt service from the present rate.

1) **Renovations**
More than 33% of the Alamo Colleges District's facilities, constituting more than 2 million square feet, are more than 25 years old, many more than 50 years old. The bond will provide funds to upgrade infrastructure, redevelop interiors and exteriors and repurpose many of these facilities.

2) **New Facilities**
The bond will also fund new facilities including Centers of Excellence to address anticipated population growth and the community's educational priorities, which include:
- Expanding training for high demand, high growth business and industry occupations in the region;
- Increasing emphasis on education in science, technology, engineering and mathematics (STEM) fields;
- Supporting our programs with smart classrooms and labs, as well as specialized program spaces; and
- Serving a growing number of students as population growth in our area is anticipated to increase by 1 million residents by 2035.

3) **Geographic Expansion**
The bond also will provide funding for Regional Centers and expansion of current college facilities to continue to provide educational services to all the communities in our service area. The population in our service area continues to grow, particularly in the north, south and west areas of the city and county. The bond will fund the acquisition of additional land to expand geographic distribution of our Regional Centers in order to make our education and training programs more accessible.

4) **Technology Infrastructure**
The bond will address the rapid expansion of IT and Technology demand in the learning and student support enrollment area by funding ongoing infrastructure development.



64-Year Old Bowden Building
St. Philip's College, MLK Campus



Land Acquisition for Regional Center Expansion



Technology Infrastructure for Enhanced Learning



Metropolitan Statistical Area Growth Projection + 1 Million People by 2035

San Antonio/New Braunfels MSA
Sources: https://www.census.gov
Texas Demographic Center http://txsdc.utsa.edu/Data/TPEPP/Projections/

Northeast Lakeview College		**$42,000,000**
Technology Center of Excellence	20,000,000 *	
Science Building	20,000,000 *	
Physical Plant Improvements	2,000,000	
Northwest Vista College		$69,000,000
STEM Center of Excellence	30,000,000	
Parking Garage and Welcome Center	26,000,000	
Cultural Programs Center of Excellence	10,000,000	
Physical Plant Improvements	3,000,000	
Palo Alto College		$66,000,000
Advanced Manufacturing and Public Service Center of Excellence	30,000,000	
Student Engagement & Welcome Center	12,000,000	
Healthcare Technology Center of Excellence	5,000,000	
Natatorium Improvements	5,700,000	
Gym Renovations (Improvements)	8,300,000	
Physical Plant Improvements	3,000,000	
Science Lab Renovations	2,000,000	
San Antonio College & First Responders Academy		$83,000,000
Finance & Science Center of Excellence	14,000,000	
Fletcher Student Success Building Renovation with Main Entry	20,000,000	
Parking Garage and Childcare Center	20,000,000	
Physical Plant Improvements	4,500,000	
McAllister Fine Arts Improvements	4,500,000	
Law Enforcement & First Responders Center of Excellence	15,000,000	
Physical Plant	5,000,000	
St. Philip's College & Southwest Campus		$82,000,000
Culinary Arts Building Center of Excellence	30,000,000	
Norris Technical Building Renovations	22,000,000	
Replacement of Bowden Building and Campus Center	10,000,000	
SWC - Welding and Auto Body Facility	20,000,000	
Higher Education Regional Centers		$69,000,000
Westside Educ. and Training Ctr. (WETC)	23,000,000	
IH 10 NW Educ. and Training Center (NWETC)	23,000,000	
Southside Educ. and Training Center (SETC)	23,000,000	
Safety and Security & Information Technology		$28,000,000
Redundant Police Dispatch Center	3,000,000	
Information Technology	25,000,000	
Real Estate		$11,000,000
Property at 281 N. County Line	5,000,000	
Property at Palo Alto College	6,000,000	

Bond Proposal Total Project Costs	$450,000,000

* Buildings are expected to be combined and their size may be expanded, funds permitting.

Discussion and Possible Action on Approval of Financial Reports

Presented to the Board acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020

MINUTE ORDER

"The Alamo Colleges Board of Trustees hereby accepts the financial reports as presented."

PURPOSE

The following financial reports are presented to the Board of Trustees for informational and approval purposes for October 31, 2020.

BACKGROUND

1. Financial Charts

2. Comparison of Year-to-Date Actual Revenues/Expenditures

IMPLICATIONS

Financial: N/A

Strategic Plan: Strategic Objective III Performance Excellence

Human Resources: N/A

ATTACHMENTS: Financial Reports

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder
Date: 2020.11.16 09:08:56 -06'00'

Pamela Ansboury, CPA, M. Ed
Assoc. Vice Chancellor of Finance and
Fiscal Services

Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance and
Administration

Dr. Mike Flores, Chancellor

ALAMO COLLEGES DISTRICT

Monthly Financial Reports

Background: Presented to the Board each month as part of the Consent Agenda items. They are provided for informational purposes and require Board approval. The report is prepared by the Finance & Fiscal Services department.

Purpose: Provides a snapshot of selected year-to-date financial activity, with comparisons to prior fiscal years and against the current all-funds budget. The financial information included in the report includes:

- Operating fund cash balance with comparison against prior 2 fiscal years for the same time period

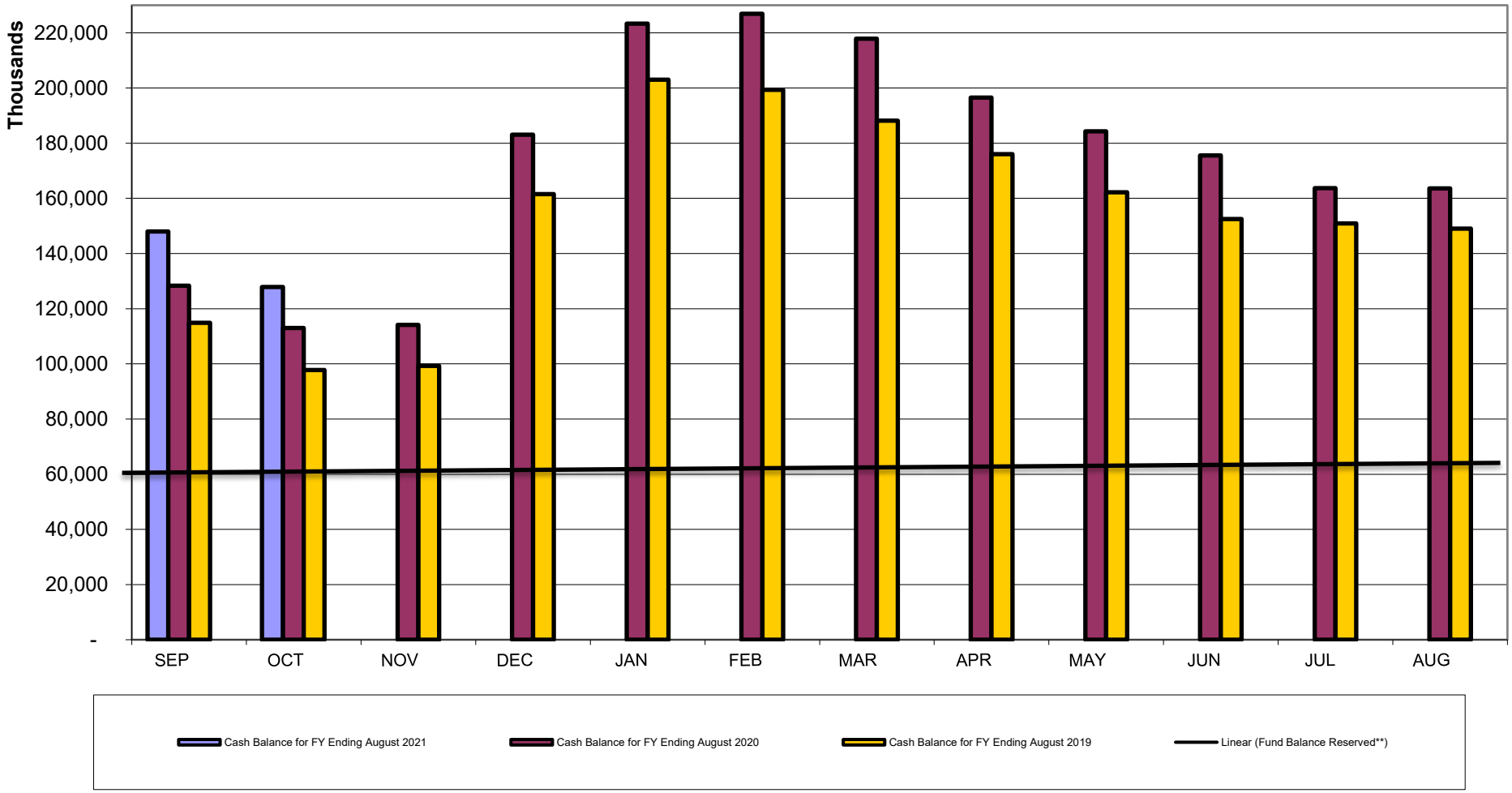
- Percentage of actual year-to-date operating revenues recognized vs the approved revenue budget for the *current* fiscal year, and comparison to the average percentage recognized as of the two prior fiscal years for the same time period

- Percentage of actual year-to-date operating expenses vs the approved expense budget for the *current* fiscal year, and comparison to the average percentage recognized as of the two prior fiscal years for the same time period

- Breakout of actual revenues and expenses year-to-date for each major fund, with high-level variance analysis.

Note: The report provides year-to-date information two months in arrears to allow for monthly financial close and time to produce the report and go through necessary reviews.

Alamo Colleges District
Current Operating Fund Cash Analysis*
(For Fiscal Years Ending August 2021, 2020 and 2019)
Through October 2020

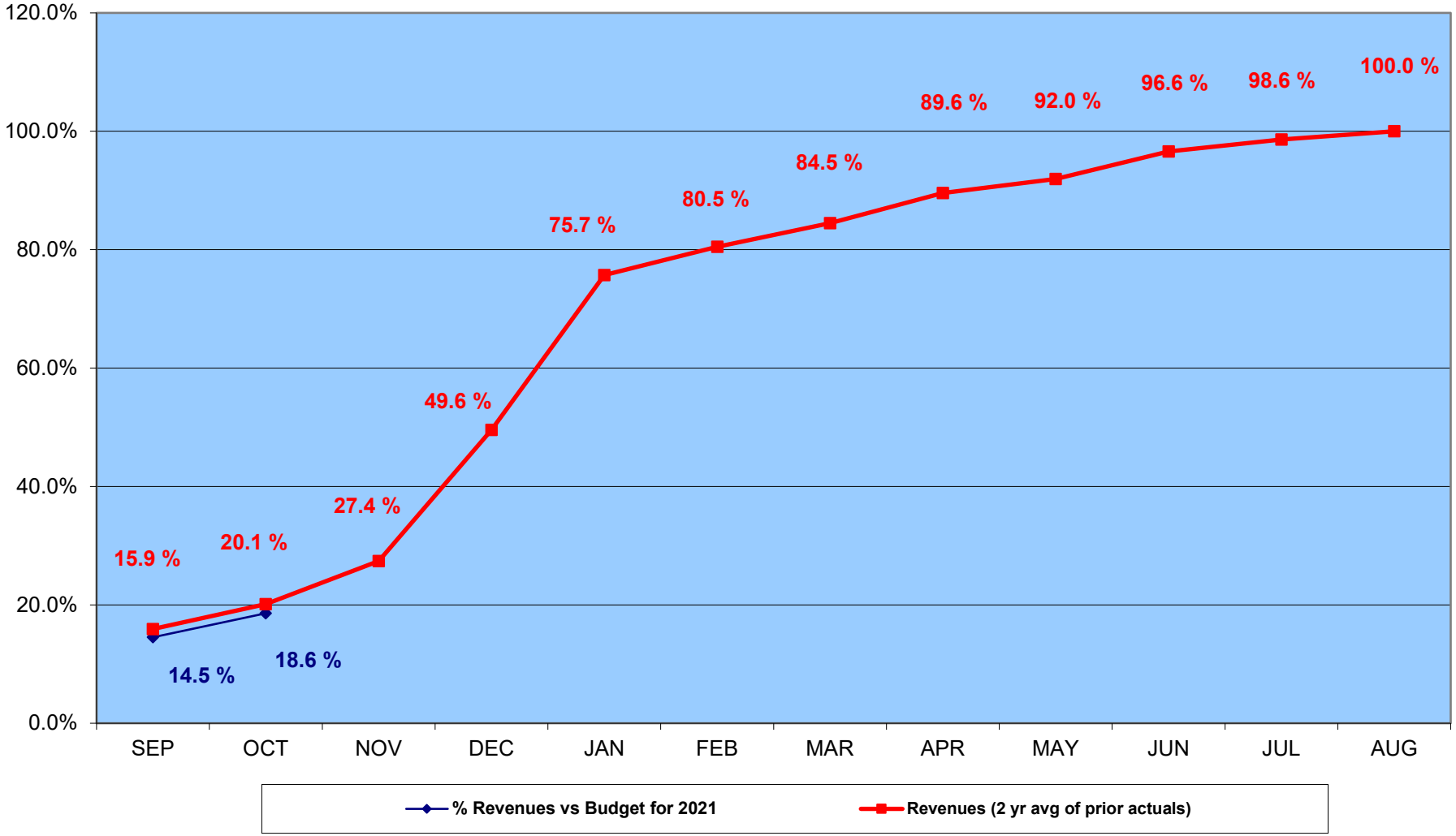


*Includes Cash and Investments.
Chart excludes cash balances for capital construction and debt service.
August includes Fall Tuition collections.

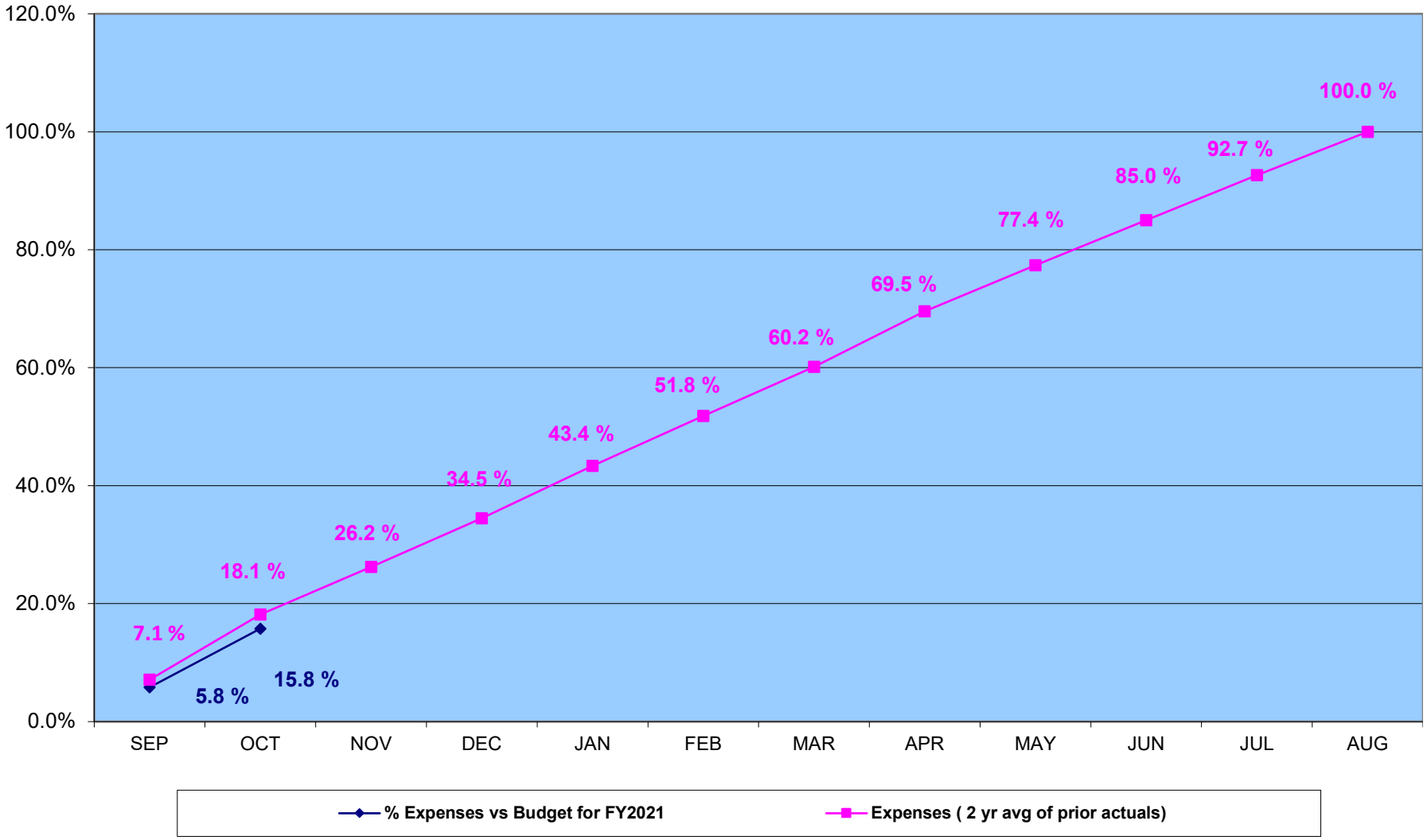
11/11/2020

**Fund Balance Reserved excludes encumbrances and operating commitments.

Alamo Colleges District
Unrestricted Operating Actual Revenues as % of Adjusted Budgeted Revenues
Compared to Average of Two Prior Years Actual Revenues



Alamo Colleges District
Unrestricted Operating Actual Expenses and Transfers as % of Adjusted Budgeted Expenses and Transfers
Compared to Average of Two Prior Years Actual Expenses and Transfers



ALAMO COLLEGES DISTRICT

FY 2020 - 2021 ALL FUNDS ACTUALS VS BUDGET REPORT

OCTOBER 2020 YEAR-TO-DATE

	Adjusted Budget 2020 - 2021 **(A)** (as of October 2020)		YTD Actual 10/31/2020		% of Budget (2nd month / 16.7 % of Year) Unrestricted		Restricted	
	Unrestricted	Restricted	Unrestricted	Restricted	10/31/20	10/31/19	10/31/20	10/31/19
REVENUES								
Instruction and General	378,029,894	16,386,552	69,993,219	2,056,090	18.5%	19.9%	12.5%	13.4%
Public Service	1,113,198	-	41,270		3.7%	3.8%		
Scholarships and Fellowships	-	68,004,706		5,962,360			8.8%	9.2%
Auxiliary Enterprises	5,940,222	-	897,539		15.1%	15.0%		
Student Activity Fee	2,679,828	-	1,096,226		40.9%	46.1%		
Subtotal Current Funds	387,763,142	84,391,258	72,028,254	8,018,450	18.6%	19.9%	9.5%	10.1%
Capital Outlay	-	186,423,694		21,753				
Renewals & Replacements	-	-						
Building	-	52,847,716		50,005,026			94.6%	0.3%
Furniture & Equipment	-	1,790,895						
Debt Services	-	68,601,179		2,161,051			3.2%	3.5%
Subtotal Plant Funds	-	309,663,484	-	52,187,830		0.0%	16.9%	2.1%
TOTAL REVENUES	**387,763,142**	**394,054,742**	**72,028,254**	**60,206,280**	**18.6%**	**19.9%**	**15.3%**	**4.9%**
BEGINNING FUND BALANCES (B)								
Instruction and General	83,309,797	1,076,210	83,309,797	1,076,210				
Public Service	-	-						
Scholarships and Fellowships	-	10,431,716		10,431,716				
Auxiliary Enterprises	3,200,000	-	3,200,000					
Student Activity Fee	1,662,848	-	1,662,848					
Subtotal Current Funds	88,172,645	11,507,926	88,172,645	11,507,926				
Capital Outlay	-	35,937,153		35,937,153				
Renewals & Replacements	-	-		-				
Building	-	58,056,884		58,056,884				
Furniture & Equipment	-	10,826,345		10,826,345				
Debt Services	-	10,837,703		10,837,703				
Subtotal Plant Funds	-	115,658,085	-	115,658,085				
TOTAL BEGINNING FUND BALANCES	**88,172,645**	**127,166,011**	**88,172,645**	**127,166,011**				
TOTAL AVAILABLE (Revenues + Beg. Fund Balance)								
Instruction and General	461,339,691	17,462,762	153,303,016	3,132,300				
Public Service	1,113,198	-	41,270	-				
Scholarships and Fellowships	-	78,436,422	-	16,394,076				
Auxiliary Enterprises	9,140,222	-	4,097,539	-				
Student Activity Fee	4,342,676	-	2,759,074	-				
Subtotal Current Funds	475,935,787	95,899,184	160,200,899	19,526,376				
Capital Outlay	-	222,360,847	-	35,958,906				
Renewals & Replacements	-	-	-	-				
Building	-	110,904,600	-	108,061,910				
Furniture & Equipment	-	12,617,240	-	10,826,345				
Debt Services	-	79,438,882	-	12,998,754				
Subtotal Plant Funds	-	425,321,569	-	167,845,915				
TOTAL AVAILABLE	**475,935,787**	**521,220,753**	**160,200,899**	**187,372,291**				

(A) Includes no budget amendments.

(B) Beginning fund balance are budgeted ending FY19-20 fund balances. The fund balances include Board mandated 15% operating reserve, grants, construction, scholarships, & gifts funds.

ALAMO COLLEGES DISTRICT

FY 2020 - 2021 ALL FUNDS ACTUALS VS BUDGET REPORT

OCTOBER 2020 YEAR-TO-DATE

	Adjusted Budget 2020 - 2021 (A) (as of October 2020)		YTD Actual 10/31/2020		% of Budget (2nd month / 16.7 % of Year) Unrestricted		Restricted	
	Unrestricted	Restricted	Unrestricted	Restricted	10/31/20	10/31/19	10/31/20	10/31/19
EXPENDITURES								
Instruction and Genera	359,882,310	16,386,552	52,612,448	1,960,290	14.6%	14.2%	12.0%	13.5%
Public Service	1,475,579	-	188,529		12.8%	15.3%		
Scholarships and Fellowships	-	73,948,203		6,152,937			8.3%	9.9%
Auxiliary Enterprises	1,955,950	-	170,544		8.7%	9.6%		
Student Activity Fee	2,679,828	-	160,514		6.0%	-7.1%		
Subtotal Current Funds	365,993,667	81,271,160	53,132,035	8,113,227	14.5%	14.0%	10.0%	10.6%
Capital Outlay	-	90,567,699		2,674,455			3.0%	4.1%
Renewals & Replacements	-	-						
Building	-	44,382,240		1,972,400			4.4%	1.9%
Furniture & Equipment	-	1,790,895		1,128,487				
Debt Services	-	80,078,920		5,933,410			7.4%	15.4%
Subtotal Plant Funds	-	216,819,754	-	11,708,752			5.4%	6.6%
TOTAL EXPENDITURES	**365,993,667**	**298,090,914**	**53,132,035**	**19,821,979**	**14.5%**	**14.0%**	**6.6%**	**7.5%**
TRANSFERS (IN) OUT								
Instruction and General			7,970,338					
Public Service								
Scholarships and Fellowships	5,943,497	(5,943,497)		-				
Auxiliary Enterprises	-	-						
Student Activity Fee	-	-						
Subtotal Current Funds	5,723,222	(5,723,222)	7,970,338	-				
Capital Outlay	4,058,400	(4,058,400)		-				
Renewals & Replacements	-	-						
Building	51,000	(51,000)		(150,000)				
Furniture & Equipment	-	-						
Debt Services	11,716,578	(11,716,578)		(7,820,338)				
Subtotal Plant Funds	15,825,978	(15,825,978)	-	(7,970,338)				
NET TRANSFERS	**21,549,200**	**(21,549,200)**	**7,970,338**	**(7,970,338)**				
TOTAL EXPENSE & TRANSFERS	**387,542,867**	**276,541,714**	**61,102,373**	**11,851,641**	**15.8%**	**16.4%**	**4.3%**	**4.4%**
ENDING FUND BALANCES								
Instruction and General	101,457,381	1,076,210	92,720,230	1,172,010				
Public Service	(362,381)	-	(147,259)	-				
Scholarships and Fellowships	(5,943,497)	10,431,716	-	10,241,139				
Auxiliary Enterprises	7,184,272	-	3,926,995	-				
Student Activity Fee	1,662,848	-	2,598,560	-				
Subtotal Current Funds	103,998,623	11,507,926	99,098,526	11,413,149				
Capital Outlay	(4,058,400)	135,851,548	-	33,284,451				
Renewals & Replacements	-	-	-	-				
Building	(51,000)	66,573,360	-	106,239,510				
Furniture & Equipment	-	10,826,345	-	9,697,858				
Debt Services	(11,716,578)	11,076,540	-	14,885,682				
Subtotal Plant Funds	(15,825,978)	224,327,793	-	164,107,501				
TOTAL ENDING FUND BALANCES	**88,172,645**	**235,835,719**	**99,098,526**	**175,520,650**				
TOTAL EXP, TRF & BALANCES	**475,715,512**	**512,377,433**	**160,200,899**	**187,372,291**				

(A) Includes no budget amendments.

(1) Revenue Variance:

For the two month period ended October 31, 2020 operating revenues totaled $72.0 million, a decrease of 6.3% from $76.9 million a year earlier. Given COVID-19 unprecedented impact, the three main sources of revenues for operations (property taxes, tuition and fees and state appropriations) held steady or showed slight decreases.

a) The District has benefitted from increasing taxable values in Bexar County. As of the initial roll certification in July of 2010, the net taxable value of the appraisal roll for the District was approximately $100 billion, and that has grown to over $186 billion in 2020. For the past 5 years, net taxable value has grown over 7% on an annualized rate. The rise in taxable assessed value has resulted in an increasing revenue stream for the Alamo Colleges District without raising the tax rate since 2012 and has provided funding for facilities operations and maintenance on infrastructure. Although the impact of Covid 19 is not fully known at this time, the expectation is for continued growth, especially in the single family housing category. Tax revenues for FY21 stand at $5.7M vs $6.3M in the prior year.

b) Tuition & fees for FY21 decreased 7.3%, or $3.6M, over FY20 amounts. FY2021 revenues stand at $45.5M, or 41.2% of the budget, vs. FY2020 revenues of $49.1M, or 45.1% of the budget. The gross revenue decrease is attributed to a drop of number of hours taken as headcount enrollment held steady at 69,060 as of 10/28/2020 vs 68,351 in the prior year.

c) After several biennia of essentially flat state funding from the State of Texas, the General Appropriations Act for the 2020 and 2021 biennium increased $65.4 million for all community colleges. For the Alamo Colleges District, state funding increased $5.78 million ($2.8 million for FY21). State appropriations increased 1.1% in FY21, or $200K, and stand at 3.2% and 3.6%, of FY21 and FY20 budgets, respectively. As of this month the revenues are $19.5M. State appropriations including state-paid benefits (group health & retirement) shows a slight increase as compared to the prior year.

(2) Expense Variance:

a) The overall goal of the Fiscal Year 2021 Annual Budget (FY21) is to continue the momentum we created last year in positioning the Alamo Colleges District for "smart growth," which makes the most effective use of every dollar of revenue to support the economic and social mobility of the members of our community and the success of our students. This is an especially significant accomplishment in light of the current economy and the strain we have seen organizations in San Antonio and the higher education community face in light of the pandemic. The Alamo Colleges District is fortunate to be well-prepared in the face of economic uncertainties plaguing other entities; instead we are investing in the "smart growth" initiatives that were introduced in FY20, and expanding them to ensure the success of continued “smart growth” and “smart talent” in FY21.

b) Operating expenses for FY21 and FY20 for the same period stand at 15.8% and 16.4% of budget, respectively. Actual expenses for FY21 and FY20 are $61.1M and $64.1M.

Discussion and Possible Action on Approval of Monthly Report on Cooperative Purchases in Excess of $100,000

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to Board for approval on December 8, 2020.

MINUTE ORDER
"The Alamo Colleges District Board of Trustees hereby approves the monthly Cooperative Purchase Report as presented."

PURPOSE
The purpose of this Minute Order is to provide a monthly report of purchases exceeding $100,000 and any fees charged by the various local, state, and national providers of Cooperative Purchasing (COOP) programs during the specified reporting period. Not all COOP programs charge fees, and some COOP's offer cash rebates paid directly to Alamo Colleges. The Purchasing and Contract Administration Department utilizes the COOP programs to gain greater access to goods and services, cost savings through leveraged buying, and reduced administration costs by issuing fewer competitive bids and proposals. The combined buying power of public institutions throughout the State of Texas and nationally translates into savings and provides an efficient, cost effective and legal means for providing goods and services to departments throughout the Alamo Colleges in an expedited fashion.

BACKGROUND
Vendor contracts awarded through approved federal, state or cooperative purchasing agreements are a statutorily approved alternative to competitively procured vendor contracts. Only the following such contract purchases require prior Board approval:

a. Purchases valued at $100,000 or more in any 12-month period that will result in additional gross square footage (permanent or otherwise) that will require cleaning and maintaining, and have at least two utilities present;

b. Purchases valued at $100,000 or more in any 12-month period that in the judgment of the Chancellor or Purchasing & Contract Administration would commit the College District or one of the colleges to an entirely new technology that would be pervasive for subsequent years.

For any cooperative purchasing contract valued at $25,000 or more, Purchasing & Contract Administration shall document any contract-related fee, including any management fee. At least annually, Purchasing & Contract Administration shall present a written report regarding any contract-related fees, including any management fees, to the Board of Trustees at a properly posted open meeting.

IMPLICATIONS
Financial: None
Strategic Plans: Goal I-Student Success; and Goal III-Performance Excellence
Employee Services: None
Attachments: Cooperative Contract Purchases over $100,000

Gary O'Bar,C.P.M. Gary O'Bar,C.P.M. cn=Gary O'Bar,C.P.M., o=Alamo Colleges District, ou=Purchasing & Contract Administration, email=gobar@alamo.edu, c=US 2020.11.13 12:37:37 -06'00'

Gary O'Bar, C.P.M.
Director, Purchasing & Contract Administration

Pamela Ansboury, CPA, M.Ed.
Associate Vice Chancellor for Finance and Fiscal Services

Dr. Diane Snyder Digitally signed by Dr. Diane Snyder Date: 2020.11.13 10:11:12 -06'00'

Dr. Diane E. Snyder, CPA, Ph.D
Vice Chancellor for Finance & Administration

Dr. Mike Flores
Chancellor

COOPERATIVE CONTRACT PURCHASES OVER $100,000						
Location	**Type of Funding**	**Description**	**Purpose/Why**	**COOP Admin Fee**	**Total Cost**	**Vendor/ Co-Op**
Northeast Lakeview College	NLC NLIB Elev & L Ren - MTN20	NLC Library Freight Elevator Lobby Renovation	Renovate Existing Elevator Lobby, will install new metal stud wall framing, sheetrock walls, paint, hardware, and flooring	$0.00	$143,854.00	Sullivan Contracting CP 18/029JN-013 SMWVBE - SBE
District Support Operations / DIS Computer Replacement Prog	DIS Operating	Purchase of one (1) year of Symantec Antivirus Security Software	Provide antivirus protection for all Alamo Colleges computer workstations and network servers.	$0.00	$114,180.00	SHI Government Solutions, Inc. DIR-TSO-3480 SMWVBE - SBE
San Antonio College	SAC_ADAMS_CARES_Institution 2021	24 - Student Chemistry 1407 Lab Kits, 168 - Student Chemistry 1411 Lab Kits, 312 - Student Chemistry 1405 Lab Kits, and 72 - Student Chemistry 1412 Lab Kits	To be used as instructional materials for online chemistry classes by students enrolled in CHEM 1405, CHEM 1407, CHEM 1411, and CHEM 1412	$0.00	$122,792.40	Carolina Biological Supply Company BuyBoard 573-18
District Support Operations / Risk Management	District Capital Funds	Purchase of 582 Cases of Med/Lg/XL Gloves, 3,600 16oz. Hand Sanitizers, and 402 Safety Glasses	Provide students, faculty and staff with personal protective equipment	$0.00	$212,875.92	Evco Partners LP Educational and Institutional Cooperative Service CNR01496. SMWVBE - WBE & SBE
St. Philip's College	SPC_GAVIN_CARES Institutional 2021	Purchase of two (2) Automated Conveyor Systems with Integrated Program Logic Controllers	Provides students in the Advanced Manufacturing Technology (AMT) Program the training and equipment necessary to install, operate, maintain and troubleshoot a fully automated conveyor system	$0.00	$820,600.00	Advanced Technologies Consultants, Inc. Region 5 20200402

St. Philip's College	SPC_GAVIN_CARES Institutional 2021	Purchase of five (5) Universal Robotic desktop training units with articulated robotic arms, gripping devices, sensors, controls and software.	Provide students in the TXFame and Alamo Academies the equipment and hands-on training necessary for automated assembly and process work.	$0.00	$262,404.60	Advanced Technologies Consultants, Inc. Region 5 20200402
District Support Operations / DIS Director IT Services Office	Service Departments	Annual Renewal of District network operating software & support	Maintain Alamo College District network operating software and provide latest operating and security updates	$0.00	$361,779.02	Oracle America, Inc. DIR-TSO-4158
San Antonio College	SAC_ADAMS_CARES_ Institution 2021	31 - Student Chemistry 1407 Lab Kits, 155 - Student Chemistry 1411 Lab Kits, 520 - Student Chemistry 1405 Lab Kits, and 92 - Student Chemistry 1412 Lab Kits	To be used as instructional materials for online chemistry classes by students enrolled in CHEM 1405, CHEM 1407, CHEM 1411, and CHEM 1412	$0.00	$171,263.15	Carolina Biological Supply Company BuyBoard 573-18
District Support Operations	Institutional Support	Temporary Employment Services - for (2) Programmer Developer Analysts	To augment staff and resources in District Support Offices for Banner Data Maintenance	$0.00	$208,000.00	GTS Technology Solutions Inc. DIR-TSO 3504
District Information Technology	Service Departments	Fortinet Software Renewal - 4 Enterprise Firewalls and 12 Lab Firewalls	Provide cyber-security for enterprise-wide network	$0.00	$206,768.00	Intech Southwest Services LLC DIR-TSO-4159 SMWVBE - WBE
Palo Alto College	Palo Alto College Operating	1 - Fulfillment Logistics Training System	Curriculum software to serve as an instructional robotics training model for students of the Logistics program.	$0.00	$270,382.00	Advanced Technologies Consultants Region 5 20200402
District Support Operations / DIS Human Resources	DIS Operating	Human Resource Services Employee Pre-Screening Services	Renewal of software to provide a safe and drug-free work place by pre-screening prospective employees for employment history, criminal record, and drug testing.	$0.00	$119,500.00	HireRight, LLC E&I CNR01336

ALAMO COLLEGES DISTRICT

ALAMO COLLEGES DISTRICT MEETING OF THE CITIZENS BOND OVERSIGHT COMMITTEE

The Citizen Bond Oversight Committee (CBOC) held its quarterly meeting on October 26, 2020 with 11 out of the 22 committee members in attendance. This meeting was the second zoom meeting conducted and Trustee Sanchez presided over the meeting. The CBOC praised the efforts of the District's progress in fulfilling our commitment to the citizens of Bexar County.

Presidents updated the committee on their respective projects since the last meeting held on June 22, 2020. Overall, the committee members were very pleased with the construction improvements, schedules, CMAR SMWBVE participation breakdown and management of the program by the Chancellor, Presidents, Vice Chancellors, Owner Representative (MOCA) and Project Management Team (AECOM).

CIP Bond Construction Projects by The Numbers

Project Status	SPC	SAC	NVC	PAC	NLC	Education Training Centers	Total
Projects Completed	1		3				**1**
Projects in Construction	4	3	1		1		**8**
Projects with Approved GMP				1		1	**4**
Projects with Upcoming GMP Approval		2		2		1	**4**
Projects in Various Design Phases		2	1			1	**7**
Total							**24**

Total General Obligation & MTN funding	Total expenditures on all CIP projects to date	Remaining balance of funding
$500,000,000	**$148,083,041**	**$230,961,388**
**Bond Budget Numbers as of November 25th Report*		

Dr. Cleary updated and thanked the committee on the CIP technology investment for their approval enhancements to technology, particularly with the state of COVID-19. The technology enhancements made the switch to 100% online classes and district employees working from home seamless.

Mr. Lacy Hampton, Interim Associate Vice Chancellor along with Mr. Torence White, the Small, Minority, Woman, Veteran, Business Enterprise (SMWVBE) Contracting Coordinator provided CMAR/Subs SMWBVE breakdown status report on the SMWVBE expenditures and % participation for SPC, NVC and SAC. The Committee members were pleased and praised the team for providing full view participation.

- **Next Meeting Scheduled will be in February 2021, poll is being sent to the CBOC members for an exact date.**

Overview of Construction Minute Order Actions

December 1, 2020

Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bonds Capital Program (CIP)

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

Construction Overview Agenda

2017 CIP Construction Projects by the Numbers

- Mr. Lacy Hampton, AVC CIP

St. Philip's College – Amending the CMAR Construction Contract, Construction Time Schedule Extension

MO Approve: Tourism, Hospitality, and Culinary Arts (THCA)

- Mr. Lacy Hampton, AVC CIP

San Antonio College – Amending the CMAR GMP, Realization of GMP Savings

MO Approve: Physical Plant

MO Approve: Parking Garage/San Pedro Street Improvements

MO Approve: Fletcher Student Success Administration Building Renovation

- Mr. Lacy Hampton, AVC CIP

San Antonio College, Early Child Care Center and Santikos Micronauts

MO Approve: GMP New Construction of the Early Child Care Center and Santikos Micronauts

- Dr. Robert Vela, President

2017 CIP Bond Construction Projects by the Numbers

PROJECT STATUS	SPC	SAC	NVC	PAC	NLC	ETCs	Total
Projects Completed	1		3				4
Projects In Construction	4	3	1		1		9
Projects with Approved GMP						1	1
Projects with Upcoming GMP Approval		2		3		1	6
Projects in Various Design Phases		2	1			1	4
TOTAL							**24**

Overview of Construction Minute Order Actions

St. Philip's College
Amending the CMAR Construction Contract
Construction Time Schedule Extension

December 1, 2020

Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bonds Capital Program (CIP)

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

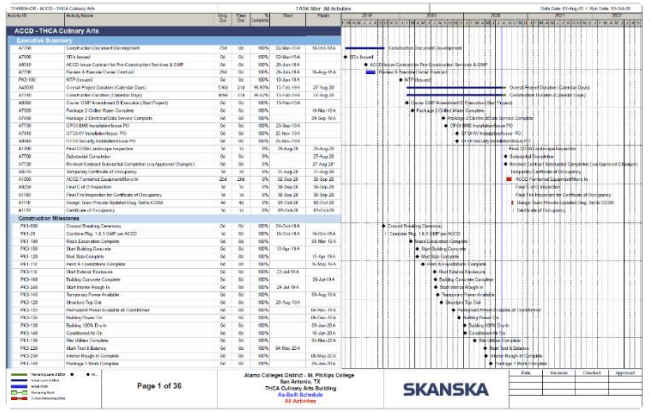
SPC CMAR Construction Time Schedule Extension

- **SPC Tourism, Hospitality and Culinary Arts (THCA), October 7, 2020 (Sub. Comp.); Original 7/12/2020**

- ✓ **No cost GMP increase/change**

- ✓ Due to a reduction in the size of the CPS meters and addition of a screen wall, SPC leadership requested changes related to CPS meters

- ✓ Construction time extension to align the construction Substantial and Final completion for Tourism, Hospitality and Culinary Arts







Overview of Construction Minute Order Actions

San Antonio College
Amending the CMAR GMP; Realization of GMP Savings

Physical Plant
Parking Garage/Added Scope San Pedro Improvements
Fletcher Student Success Administration Bldg. Renovation

December 1, 2020

Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bonds Capital Program (CIP)

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

SAC Construction GMP Savings

ALAMO COLLEGES DISTRICT
San Antonio College

✓ Buyout project savings



The buyout savings are a result of the CMR procurement process in bidding and purchasing the various commodities and work packages used the in the construction project.

1) SAC Physical Plant - GMP Reduction of	**$ (400,000.00)**
2) SAC Parking Garage/San Pedro Improv. - GMP Reduction of	**$ (425,000.00)**
3) SAC Fletcher Administration Bldg. - GMP Reduction of	**$ (1,350,000.00)**
GMP Savings	**$ (2,175,000.00)**

	12/11/2018 Approved GMP	12/11/2018 Soft Cost	12/11/2018 Total Project Cost	12/1/2020 Revised GMP	12/1/2020 Soft Cost	12/1/2020 Total Project Cost	Projected Total Project Delta
Physical Plant	$ 2,820,596.00	$ 1,679,404.00	$ 4,500,000.00	$ 2,420,596.00	$ 119,829.00	$ 2,540,425.00	$ 1,959,575.00
	05/19/2020 Approved GMP	**05/19/2020 Soft Cost**	**05/19/2020 Total Project Cost**	**12/1/2020 Revised GMP**	**12/1/2020 Soft Cost**	**12/1/2020 Total Project Cost**	**Projected Total Project Delta**
Parking Garage / San Pedro	$ 18,023,165.00	$ 2,748,547.00	$ 20,771,712.00	$ 17,598,165.00	$ 2,505,302.00	$ 20,103,467.00	$ 668,245.00
	01/14/2020 Approved GMP	**01/14/2020 Soft Cost**	**01/14/2020 Total Project Cost**	**12/1/2020 Revised GMP**	**12/1/2020 Soft Cost**	**12/1/2020 Total Project Cost**	**Projected Total Project Delta**
Fletcher Student Success Admin.	$ 18,552,118.00	$ 2,860,000.00	$ 21,412,118.00	$ 17,202,118.00	$ 3,059,203.00	$ 20,261,321.00	$ 1,150,797.00

The buyout savings will be used on the Early Childcare Center Project and the remaining SAC CIP projects.

**Refer to appendix rebalance sheet*

Overview of Construction Minute Order Actions

San Antonio College Early Child Care Center and Santikos Micronauts

December 1, 2020

Dr. Robert Vela, President
San Antonio College

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

SAC Early Childcare Center and Micronauts

ALAMO COLLEGES DISTRICT
San Antonio College

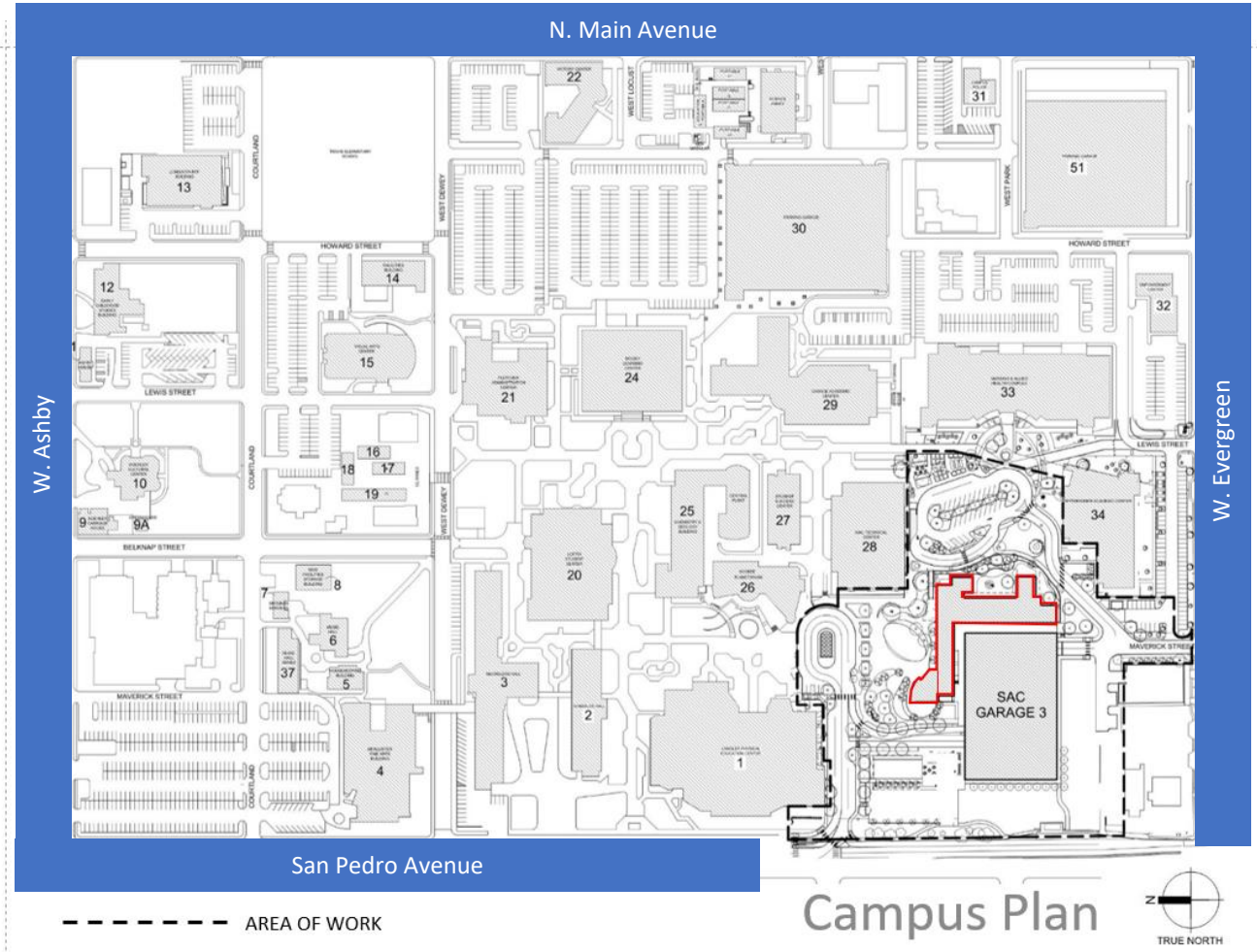
Project Statistics:

- **Architect**: O'Connell Robertson
- **CMAR**: J.T. Vaughn Construction, LLC
- **GMP**: $14,371,523
- **Building Square Footage**: 21,000 sf
- **Classrooms and Labs**: Daycare facility, food prep, warming kitchen, changing stations, reading and multipurpose classrooms; outdoor learning play areas, administrative areas, mothers' room, parent drop-off/loop, secure entry vestibule
- **Est. Target Construction Start:** January 2021
- **Est. Target Completion:** January 2022
- **Est. Academic Term Opening**: Spring 2022
- **CMAR SMWVBE % Committed:** 24%
- **Construction % Complete:** N/A

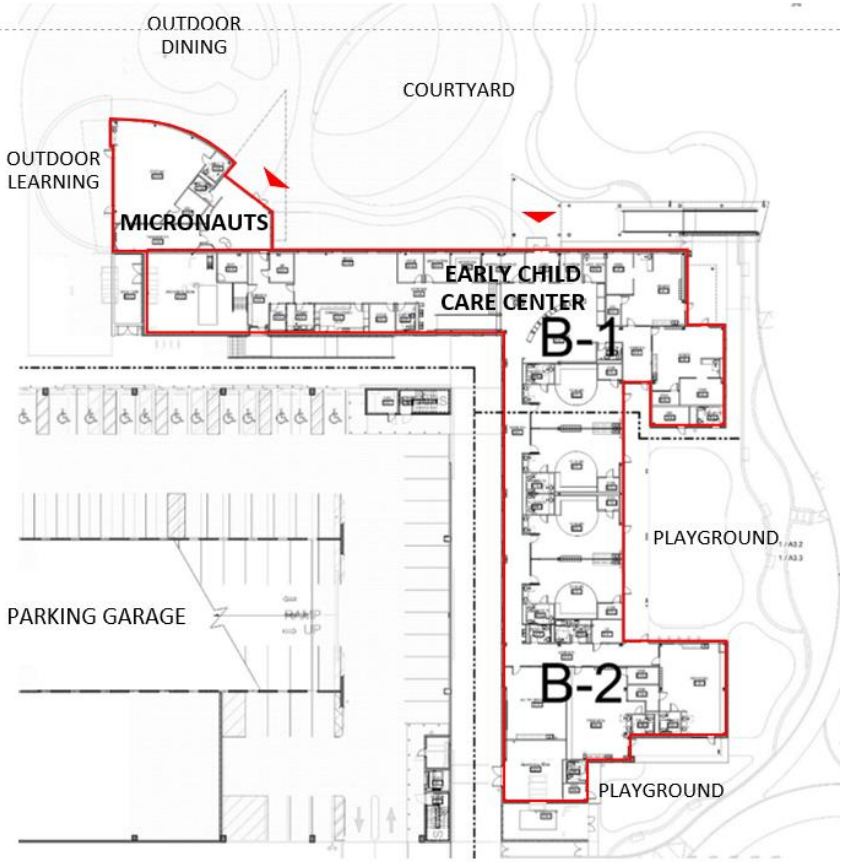


SAC Early Childcare Center and Micronauts

ALAMO COLLEGES DISTRICT
San Antonio College



Campus Plan



Composite Floor Plan

SAC Early Childcare Center and Micronauts

Early Childcare Center

- Daycare facility service children infants through Pre-K 2
- Parent drop-off loop, visitor/staff parking,
- Secure entry vestibule
- Mother's room
- Warming Kitchen
- Outdoor learning



SAC Early Childcare Center and Micronauts

Early Childcare Center

- Outdoor nature-based playground
- Different zones to support various age levels
- Paved tricycle path
- Terraced landscaping, garden areas
- Outdoor handwash/foot wash area
- Direct access from each classroom to covered canopy playground
- Tall screen wall for privacy
- Access control gate



Playground

SAC Early Childcare Center and Micronauts

ALAMO COLLEGES DISTRICT
San Antonio College

Early Childcare Center

- Reading area
- Multipurpose classroom
- Food prep area with sink at all classrooms
- Changing stations at infant classrooms
- Restrooms with child height fixtures at toddler and Pre-K classrooms


Reading Area


Toddler Classroom

SAC Early Childcare Center and Santikos Micronauts





Micronauts

- STEM learning environment for Pre-K through elementary school
- Simulated mission to the International Space Station experience
- Outdoor learning, dining areas
- Artificial turf law with shad canopies
- Seating throughout courtyard
- Art installation near the bus drop-off

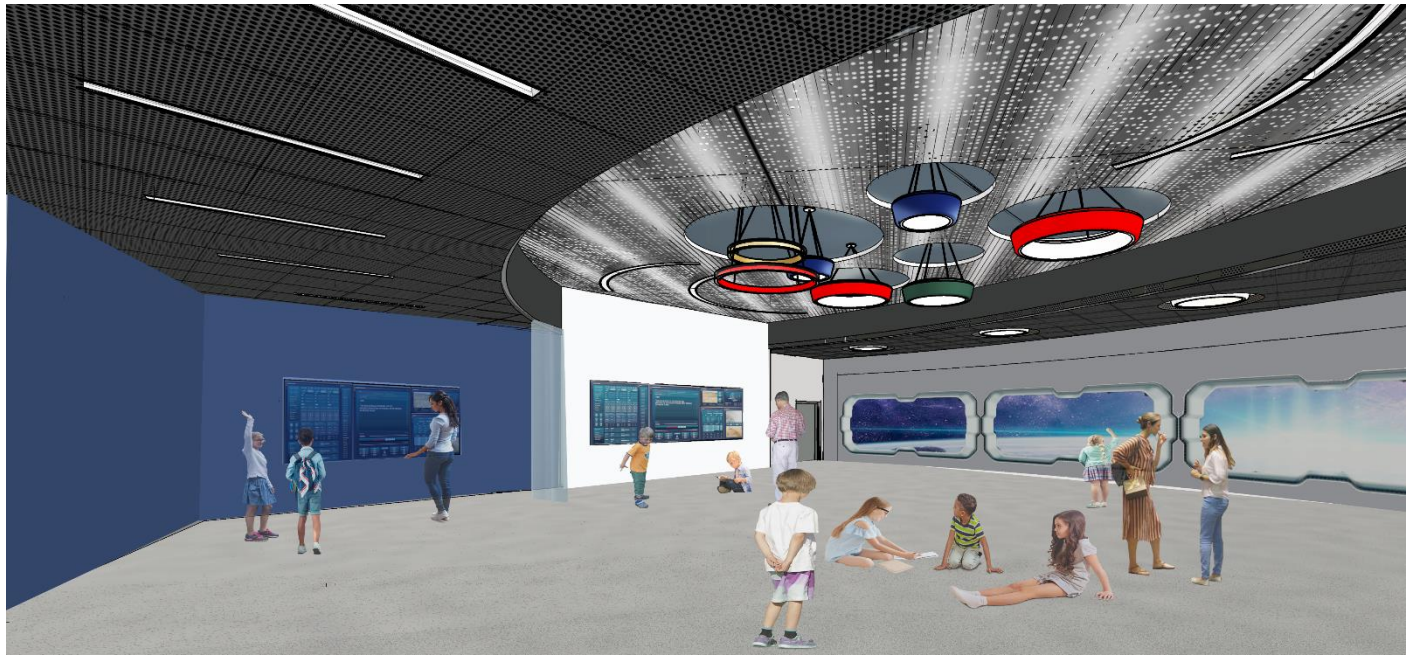
SAC Early Childcare Center and Santikos Micronauts

ALAMO COLLEGES DISTRICT
San Antonio College



Micronauts

- Lobby: Student receive mission briefing
- Transporter Room: Students travel through space
- Space Station Room: Students interact with exhibits



SAC – Early Child Care Center and Santikos Micronauts

ALAMO COLLEGES DISTRICT
San Antonio College

COVID-19 Prevention Features and Strategies (Pre COVID-19 Design)



- **Open Spaces**
  - ✓ Opportunity to purchase less furniture (seats) allowing ample space between students
    - ✓ Or purchase furniture and store for later use
  - ✓ Covered outdoor student seating/play areas
    - Outside learning areas
    - Covered canopy
  - ✓ Upgrades to restrooms
    - No Dyson hand dryers
    - Paper towel dispensers and trash dispenser by door reducing the amount of touching
  - ✓ Making provisions for hand dryers (power supply) for later use; if desired
- **HVAC Filtration**
  - ✓ Capacity to increase outside air for at least 90% of the days each year or near peak conditions
  - ✓ Designing using higher MER filters and replacing often
- **Hygiene**
  - ✓ Hand and foot wash areas
  - ✓ Hand wash areas inside and outside of the facility

SAC – Early Child Care Center and Santikos Micronauts

ALAMO COLLEGES DISTRICT
San Antonio College

Construction GMP (J.T. Vaughn Construction, LLC.)	**$**	**14,371,523**
FF&E	**$**	**270,000**
Project Soft Cost	**$**	**1,558,477**
A/E; Eng. Services; Bldg. Permit Fees; Public Art; & Material Testing		
TOTAL PROJECT COST	**$**	**16,200,000**

G.O. BONDS	**$**	**15,200,000**
Santikos (Grant)	**$**	**500,000**
Institutional Funds Grant Match	**$**	**500,000**
TOTAL PROJECT BUDGET	**$**	**16,200,000**

In May 2020 the total budget was $15,652,417. The difference is coming from other SAC project savings.

December 1, 2020 Minute Order Actions

Amending the CMAR Construction Contract, Construction Time Schedule Extension

SPC Tourism Hospitality and Culinary Arts (THCA)

Construction Manager-at-Risk Skanska USA Building Inc.

Amending CMAR Construction GMP – Realization of GMP Savings

SAC Physical Plant

SAC Parking Garage/Added Scope San Pedro Improvements

SAC Fletcher Student Success Administration Building Renovation

Construction Manager-at-Risk J.T. Vaughn, Construction LLC.

Construction GMP Approval –

SAC Early Child Care Center and Santikos Micronauts

Construction Manager-at-Risk J.T. Vaughn Construction, LLC.

Questions

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award
2018 Award Recipient

Achieving the Dream LEADER COLLEGE

Appendix

ALAMO COLLEGES DISTRICT

Malcolm Baldrige National Quality Award 2018 Award Recipient

Achieving the Dream LEADER COLLEGE

SAC – May 2020 Rebalance Summary

ALAMO COLLEGES DISTRICT
San Antonio College

San Antonio College

Tuesday, December 1, 2020

			Funding Sources				Requested adjustments			Timeline				
Project	2017 Orig. G.O. Bond	5.19.2020 View of TPC Costs	Alloc. MTN	Other Funding	Revised G.O. Bond	Board Apprvd.Funding	11.17.2020 TPC Projections	Delta	Status	GMP Approval Date	NTP Date	Dur. Mths	Completion	Academic Term Open
Physical Plant	4,500,000	2,643,429			2,643,429	2,643,429	2,540,425	(103,004)	UC	12/18/2018	4/23/2019	17	4/9/2021	Spring 2021
Garage (5 level) & Childcare Ctr	20,000,000													
Garage		18,027,739		466,370	17,561,369	18,027,739	17,607,739		UC	12/18/2018	7/1/2019	15	4/9/2021	Spring 2021
San Pedro Traffic/Access		2,743,973			2,743,973	2,743,973	2,743,973		UC					
						20,771,712	20,103,467	(668,245)						
Fletcher Administration Center Renov.	20,000,000	21,412,118	11,100,000		10,312,118	21,412,118	20,261,321	(1,150,797)	UC	1/21/2020	3/31/2020	16	10/7/2021	Spring 2022
Childcare Center (including sitework)		14,652,417			14,652,417	14,652,417	15,200,000		GMP	12/8/2020	12/15/2020	14	3/30/2022	Summer 2022
Santikos Multipurpose CTR (w/in Childcare ctr)		1,000,000		1,000,000	-	1,000,000	1,000,000	0	GMP	12/8/2020	12/15/2020	14	3/30/2022	Summer 2022
						15,652,417	16,200,000	547,583						
Chance Building Renov. (Finance & Labs)	14,000,000													
Revised: Renov. Finance area only		1,489,747			1,489,747	1,489,747	847,287	(642,460)	Prog.	6/8/2021	1/20/2021	8	9/20/2021	Fall 2021
Renovation of existing Labs with Institutional funds		177,044		177,044		177,044	177,044	0	Comp.					
NEW Building: Science Labs (adds 7 labs)		13,596,947			13,596,947	13,596,947	15,613,870	2,016,923	Schematic Desigr	6/8/2021	8/8/2021	22	6/8/2023	Fall 2023
First Responders Academy	20,000,000	20,000,000			20,000,000	20,000,000	20,000,000	0	Schematic Desigr	5/12/2021	6/1/2021	22	12/15/2022	Spring 2023
McAllister - Partial Renov.	4,500,000	-			Deferred									
Partial Renovations with Institutional funds		618,844		618,844		618,844	618,844	0	Comp.					
Sub-total G.O. Bonds	83,000,000				83,000,000									
MTN	11,100,000													
Santikos Gift	500,000													
SAC matching	500,000													
SAC Institutional Capital budgets	795,888													
Facilities institutional budget (portion of soft cost	466,370													
TOTAL	96,362,258	96,362,258	11,100,000	2,262,258	83,000,000	96,362,258	96,362,258	0						
								DELTA						

Note the match



ALAMO
COLLEGES
DISTRICT





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Discussion and Possible Action on Amending the Construction Manager at Risk Contract with Skanska USA Building, Inc. for the Alamo Colleges District – St. Philip's College Tourism, Hospitality and Culinary Arts (THCA) Capital Improvement Project to Extend the Construction Time Schedule (CSP 18C-005).

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and presented to the Board for approval on December 8, 2020.

MINUTE ORDER
"The Board of Trustees hereby approves the amendment of the contract with Skanska USA Building, Inc. for the Alamo Colleges District – St. Philip's College Hospitality and Culinary Arts (THCA) Capital Improvement Project to extend the construction time schedule to a new substantial completion date of October 7, 2020."

PURPOSE
To amend the Construction Manager at Risk contract with Skanska USA Building, Inc. Construction Schedule for the Alamo Colleges District – St. Philip's College Tourism, Hospitality and Culinary Arts (THCA) Capital Improvement Project to extend the substantial completion date to October 7, 2020.

BACKGROUND
The District's standard form of Construction Manager at Risk agreement requires Board approval for extensions of time exceeding 29 days. The request for time extension is to accommodate SPC leadership-requested changes related to CPS meters which impacted construction schedules. The new substantial completion date of October 7, 2020 was requested by Skanska in its Request for Time Extension letter dated June 9, 2020.

IMPLICATIONS
Financial: GMP: $28,200,00 – Time Extension does not change approved GMP.
Strategic Objective: Goal I – Student Success; Goal III – Performance Excellence
SWMBE/HUB Participation: 25%
Employee Services: None
ATTACHMENTS: Schedule, Change Order 002

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Adena Loston
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Dr. Adena Williams Loston
President, St. Philip's College

DocuSigned by:
Lacy Hampton
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Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

DocuSigned by:
Diane Snyder
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Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

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Dr. Mike Flores
Chancellor

EXHIBIT A - ATTACHMENT D1

CHANGE ORDER PROPOSAL

This change order ("Change Order") to the Contract described herein is made and entered into between the **Alamo Community College District**, a political subdivision of the State of Texas ("Alamo Colleges District" or "Owner"), Skanska USA Building, Inc. ("Contractor" or "Construction Manager") and, Page Southerland Page, Inc. ("Architect") regarding the Tourism Hospitality Culinary Arts ("THCA") Capital Improvement Project (Project), which was agreed to as evidenced by the Guaranteed Maximum Price Amendment executed on August 15, 2018 with a Guaranteed Maximum Price of $28,200,000 and a Final Completion date of July 12, 2020.

This is Change Order No. 2
Date of this Changer Order is December 8, 2020

The original date for Final Completion was July 12, 2020.

The original not-to exceed Guaranteed Maximum Price consisting of:

1.	Stipulated amount for the Preconstruction Services Fee	$ 112,599
2.	Amount for the Construction Services including:	$28,087,401
	a. A not-to exceed amount for the Cost of Work	$24,694,388
	b. A not-to exceed amount for the General Conditions	$_1,246,440
	c. A not-to exceed amount Construction Phase Fee	$___747,300
	d. A lump sum amount of Construction Contingency	$___932,849
	e. A lump sum amount of Owner Contingency	$ 466,424
3.	TOTAL OF GMP LINE ITEMS 1 AND 2:	$28,200,000
	This amount is the current Guaranteed Maximum Price (GMP) guaranteed to the Owner not to be exceeded.	

The Construction Manager hereby submits to the Alamo Colleges District a request for a change in the Work, Contract Sum, Contract Time and/or Contract Documents accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner and to permit the Owner to make a decision. Owner reserves the right to request additional information to evaluate any request and recommends that all requests be prepared in a manner consistent with the District's Guidelines for the Preparation of the Guaranteed Maximum Price Proposal.

All changes orders must include an updated Project Schedule, General Conditions, and Schedule of Values, as applicable.

Based on the request and the supporting documents, the contract is changed as follows:
(Insert a detailed description of the change and attach specific exhibits, plans or specifications with which contractor shall comply, but not subcontractor bids, responses or proposals. Also include any agreed-upon adjustments.)

The Owner requested changes increased cost but within available contingencies, and so have no cost impact to the General Conditions or Schedule of Values; therefore, no updated General Conditions or Schedule of Values are attached hereto.

The Final Completion was extended due to Owner requested changes that occurred near completion of the project. The changes to the Contract are based upon the following assumptions, specifications, drawings, or other conditions of the Contract. See the eight (8) pages of plans labeled L-200, L-203, L-207, L-306, L-400, L-403, L-500 and L-503, which are incorporated herein by reference. Changes were requested to modify the profile of the gas meter located on the south side of the building. The request was to lower the profile and add a lower screen wall around the gas meter

The Contract is changed to modify the scope of work, which is set forth in detail in the documents attached hereto, incorporated herein or referenced herein. The Contractor must comply with these aforementioned plans, specifications, conditions and requirements as it relates to the Project and the modified scope of work. The provisions of this Change Order shall (i) modify the terms of the Contract Documents, as herein specified; and (ii) shall prevail over any conflicting provisions of the Contract Documents, to the extent of such conflict, as of the date of this Change Order.

The Contract Time will be extended by eighty seven (87) of days and the new date for Final Completion is October 7, 2020 as further reflected on the attached Project Schedule.

The new not-to exceed Guaranteed Maximum Price consists of:

1.	The new not-to exceed amount for Preconstruction Services Fee	$ 112,599
2.	The new not-to exceed amount for Construction Services include:	$28,087,401
	a. The new not-to exceed amount for the Cost of Work	$24,694,388
	b. The new not-to exceed amount for the General Conditions	$_1,246,440
	c. The new not-to exceed amount Construction Phase Fee	$___747,300
	d. The new not-to exceed amount of Construction Contingency	$___932,849
	e. The new not-to exceed amount of Owner Contingency	$___466,424

Any of the unused contingencies shall accrue to the Owner.

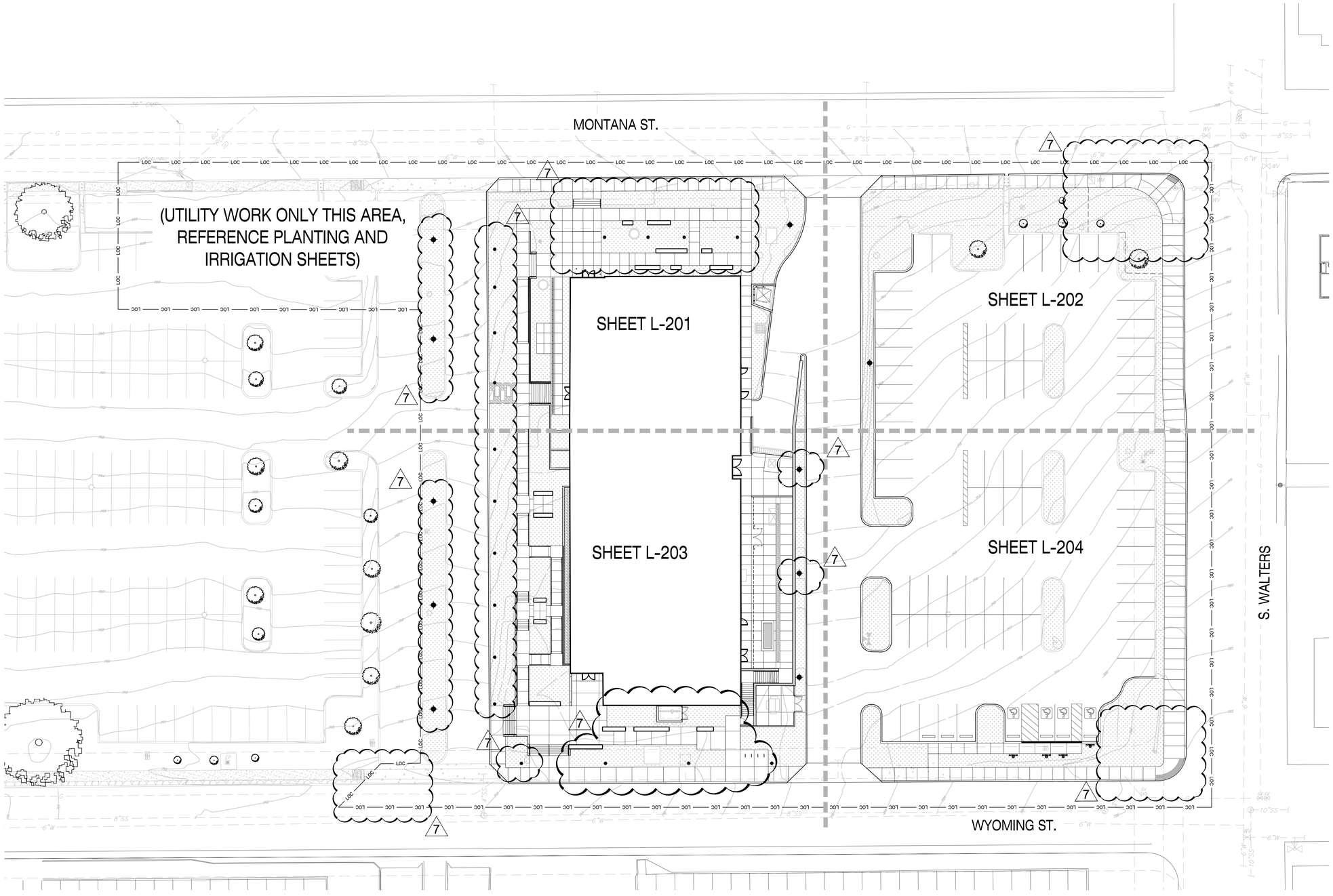
3. TOTAL of the NEW AMENDED GMP LINE ITEMS 1 AND 2: $28,200,000

This amount shall be the new Guaranteed Maximum Price (GMP), which we hereby guarantee to the Owner shall not be exceeded.

By signing below, each party represents and acknowledges that it (i) has reviewed this instrument and its supporting data and (ii) is in agreement with the terms, conditions and requirements of this Change Order.

Accepted and Agreed to by:

Alamo Colleges District:	**Contractor:**
By: _____	By: Blake Beran _____
Printed Name: Dr. Diane Snyder	Printed Name: Blake Beran
Its: Vice Chancellor, Finance & Administration	Its: _Sr. Project Manager
District's Counsel, as to form only:	**Architect:**
By: _____	By: _____
Printed Name: _____	Printed Name: Brian Roeder_____
Its: _____	Its: Vice President_____



GENERAL CONSTRUCTION NOTES:

1. THE GENERAL CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION CONFERENCE WITH LANDSCAPE ARCHITECT PRIOR TO MOBILIZATION TO DISCUSS AND MARK ALL TREES TO BE PROTECTED AND REMOVED.
2. THE GENERAL CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT OF ANY EXISTING CONDITIONS THAT PREVENT CONSTRUCTION AS DETAILED.
3. ALL DIMENSIONS MUST BE VERIFIED ON SITE. NOTIFY THE LANDSCAPE ARCHITECT IF THERE ARE ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.
4. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT OF ANY QUESTIONS THAT MAY ARISE CONCERNING THE INTENT, PLACEMENT, OR LIMITS OF DIMENSIONS NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT.
5. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING SUBGRADE FOR ALL HARDSCAPE AND PLANTING AREAS. SUBGRADE FOR PLANTING AREAS SHALL BE 18" BELOW LABELED FINISH GRADE TO RECEIVE 14" SOIL MIX AND 4" MULCH BY LANDSCAPE CONTRACTOR. DO NOT EXCAVATE IN THE ROOT PROTECTION ZONE OF EXISTING TREES. THOSE AREAS ARE TO RECEIVE 2" OF COMPOST MIXED INTO THE SOIL BY HAND AT TIME OF PLANTING.
6. CONTRACTOR SHALL ALERT LANDSCAPE ARCHITECT WHEN SUBGRADE HAS BEEN ESTABLISHED FOR REVIEW PRIOR TO BACKFILLING WITH SOIL MIX.

0 10 20 40 FT
SCALE: 1" = 20'-0"

NORTH

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REVISION HISTORY

REVISION	DESCRIPTION	DATE
7	PR040	29 MAY 2020
6	PR034	27 JAN 2020
5	PR026	15 NOV 2019
4	PR023	20 SEP 2019
3	PR015	31 MAY 2019
2	PR012	12 APR 2019
1	PR006	01 FEB 2019

PROFESSIONAL SEALS

REGISTERED LANDSCAPE ARCHITECT · BRADY C. EVERETT · 2606 · STATE OF TEXAS

05/29/2020

REFERENCE SITE PLAN

DRAWN BY	CHECKED BY
LL	BE
PROJECT NUMBER	PROJECT ABBREVIATION
1769	THCA
ORIGINAL ISSUE	DATE
ISSUE FOR CONSTRUCTION	9 OCTOBER 2018

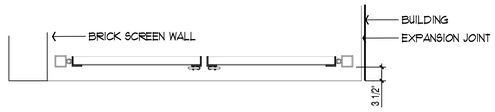
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SHEET NUMBER

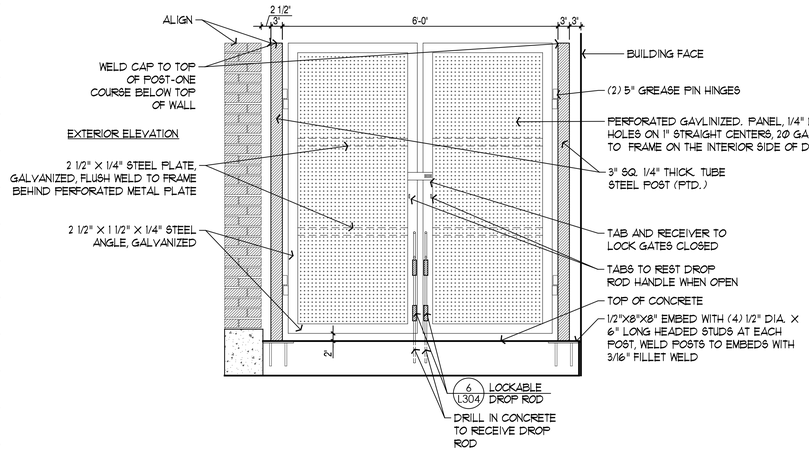
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USER NAME:
DATE STAMP: 2/7/2018 10:32:13 AM

NOTE: ALL METAL FRAMES AND OTHER GATE COMPONENTS PAINTED TO MATCH EXTERIOR BRICK.

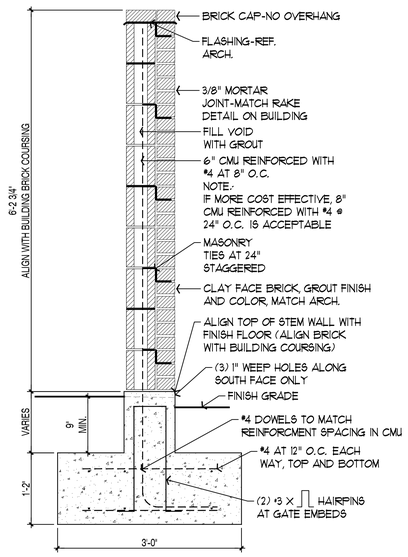
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PLAN

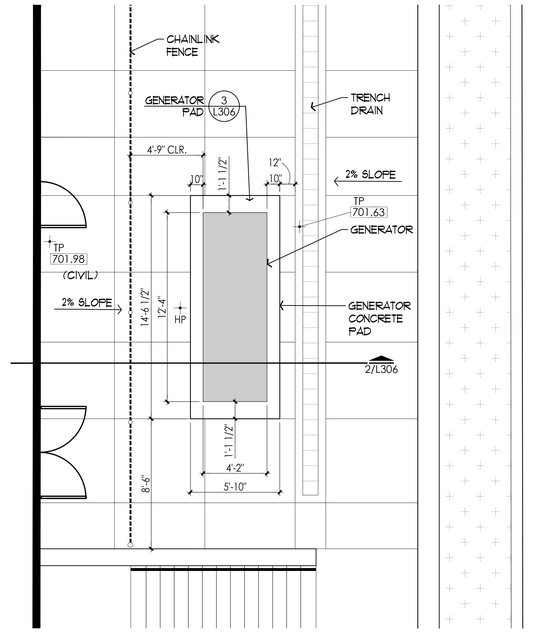




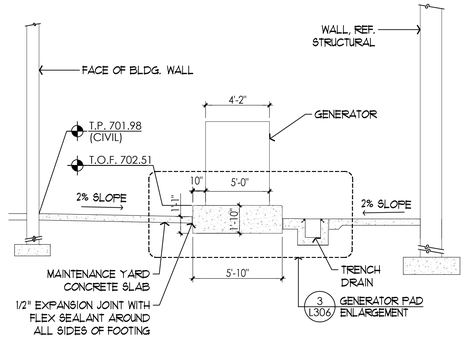
4 DETAIL: GAS MANIFOLD ACCESS DOOR
SCALE: 3/4"= 1'-0"



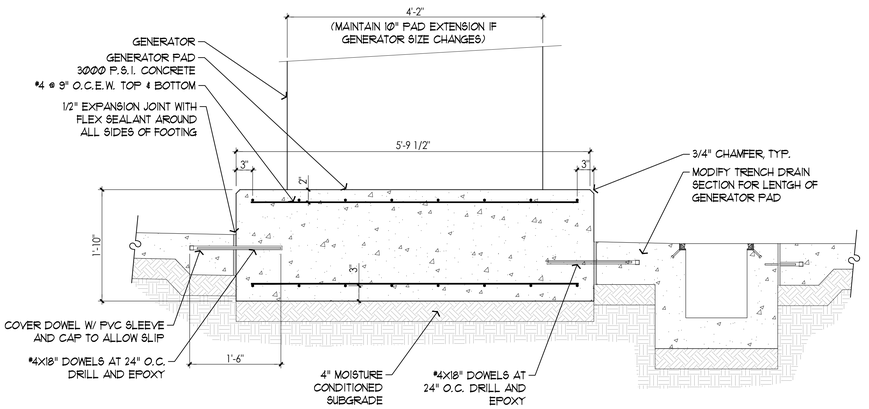
5 SECTION: GAS MANIFOLD WALL
SCALE: 1"= 1'-0"



1 PLAN: GENERATOR
SCALE: 1/4"= 1'-0"



2 DETAIL: GENERATOR
SCALE: 1/4"= 1'-0"



3 DETAIL: GENERATOR PAD
SCALE: 1"= 1'-0"

FILE PATH: W:\1\17071\1\17071-ARCH-jwoods.RVT
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REVISION HISTORY

REVISION	DESCRIPTION	DATE
2	PR042	17 JULY 020
1	PR040	29 MAY 2020

PROFESSIONAL SEALS

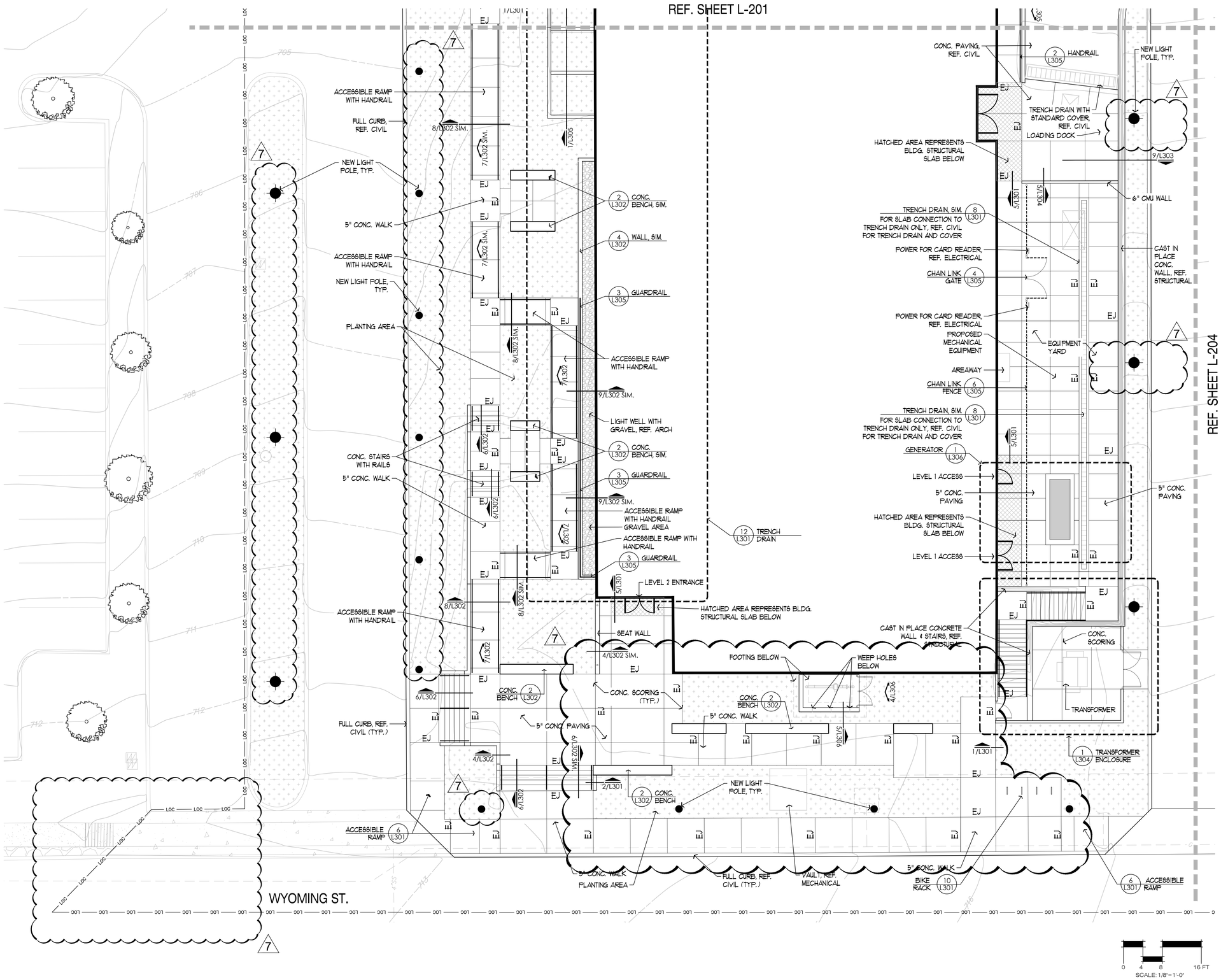
REGISTERED LANDSCAPE ARCHITECT — BRIAN C. BEVER — 2505 — STATE OF TEXAS

07/17/2020

DETAIL SHEET

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LL	BE
PROJECT NUMBER	PROJECT ABBREVIATION
1769	THCA
ORIGINAL ISSUE	DATE
PR-015	31 MAY 2019

L-306
SHEET NUMBER



0 4 8 16 FT
SCALE: 1/8"=1'-0"

NORTH

FILE PATH: W:\1117071\1117071-ARCH-jwoods.RVT
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REVISION	DESCRIPTION	DATE
7	PR040	29 MAY 2020
6	PR026	15 NOV 2019
5	PR023	20 SEP 2019
4	PR015	31 MAY 2019
3	PR013	03 MAY 2019
2	PR012	12 APR 2019
1	PR001	13 NOV 2018

PROFESSIONAL SEALS

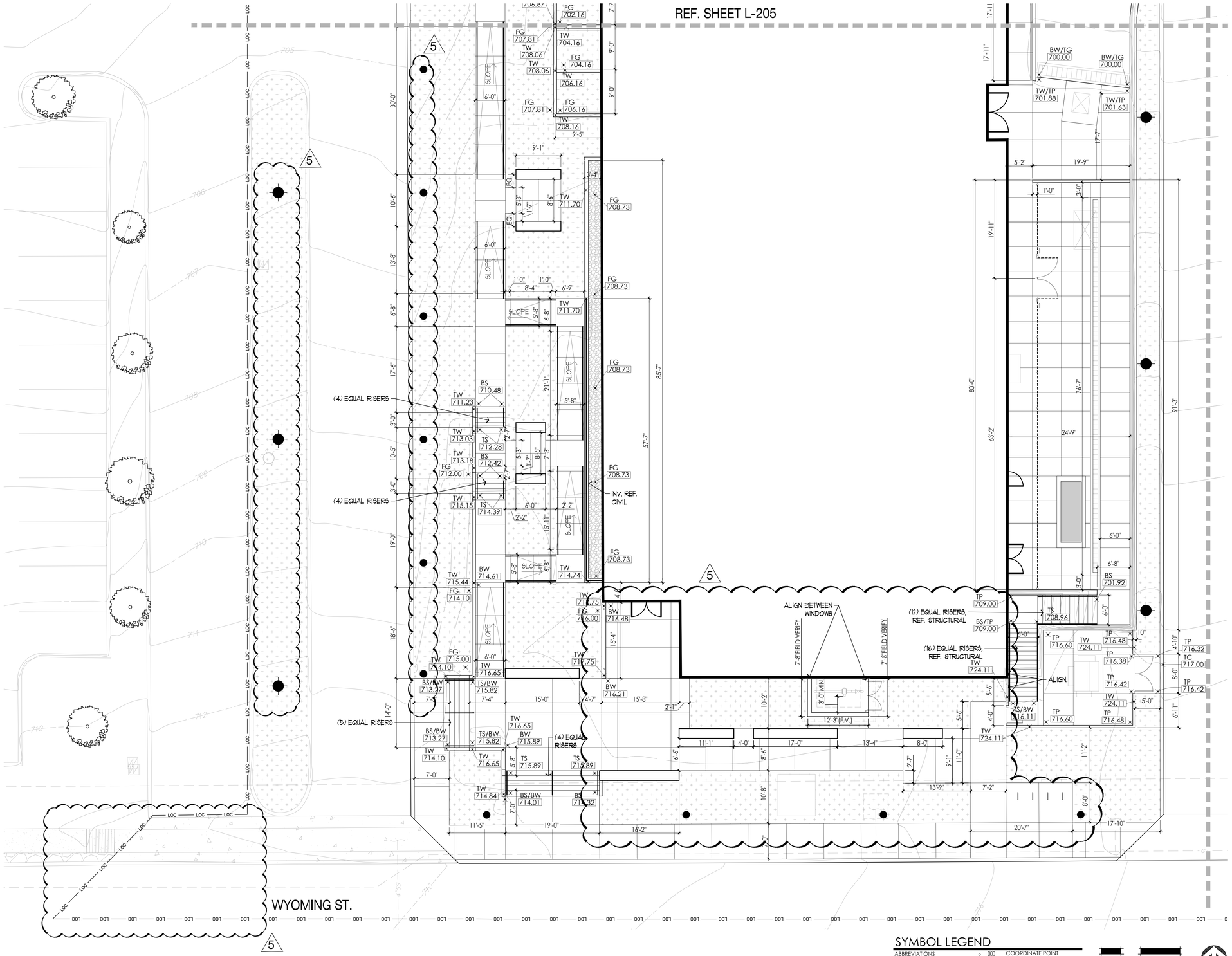
REGISTERED LANDSCAPE ARCHITECT · BRIAN C. ELLIOTT · STATE OF TEXAS

05/29/2020

SITE PLAN

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PROJECT NUMBER	PROJECT ABBREVIATION
1769	THCA
ORIGINAL ISSUE	DATE
ISSUE FOR CONSTRUCTION	9 OCTOBER 2018

L-203
SHEET NUMBER



SYMBOL LEGEND

ABBREVIATIONS			
FG	FINISH GRADE	○ 000	COORDINATE POINT
TS	TOP OF STEP	+ 100.00	EXISTING/CIVIL ELEVATION
BS	BOTTOM OF STEP	+ 100	PROPOSED ELEVATION
TP	TOP OF PAVING	— —	PROPOSED CONTOUR LABEL
TR	TOP OF RAMP	———	PROPOSED CONTOUR
BR	BOTTOM OF RAMP	— — — —	EXISTING CONTOUR
TB	TOP OF BENCH	A	DRAIN TYPE A
TD	TOP OF DRAIN	B	DRAIN TYPE B
TG	TOP OF GRATE	C	DRAIN TYPE C
TW	TOP OF WALL		
BW	BOTTOM OF WALL		

0 4 8 16 FT
SCALE: 1/8"=1'-0"
NORTH

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REVISION	DESCRIPTION	DATE
5	PR040	29 MAY 2020
4	PR026	15 NOV 2019
3	PR023	20 SEP 2019
2	PR018	15 JUL 2019
1	PR012	12 APR 2019

PROFESSIONAL SEALS

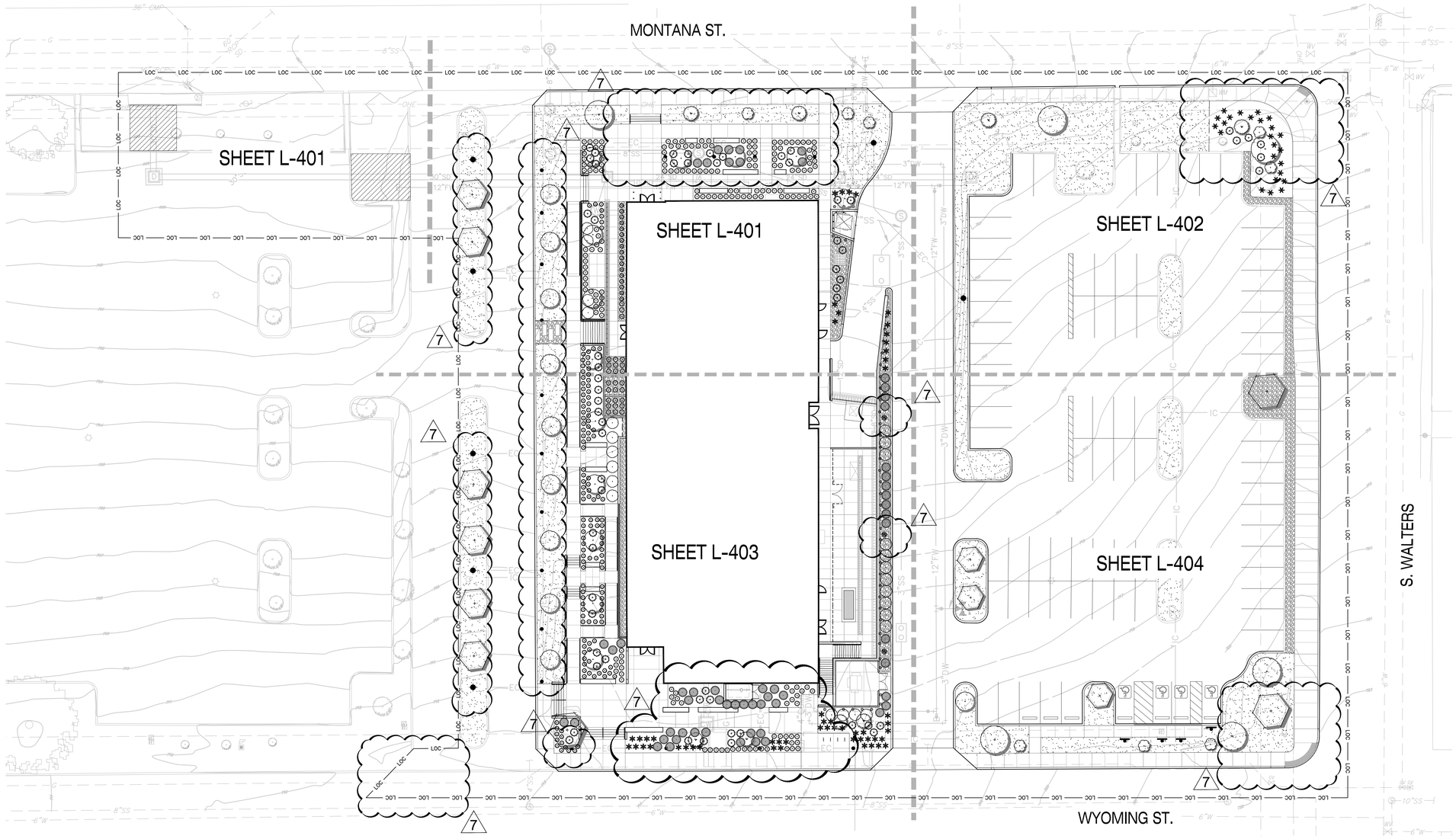
REGISTERED LANDSCAPE ARCHITECT
BRIAN C. RICCA
STATE OF TEXAS

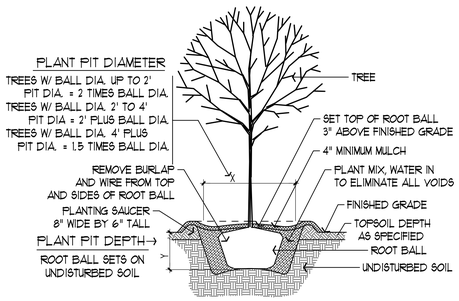
05/29/2020

DIMENSIONAL CONTROL PLAN

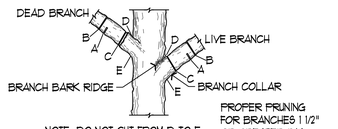
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PROJECT NUMBER	PROJECT ABBREVIATION
1769	THCA
ORIGINAL ISSUE	DATE
ISSUE FOR CONSTRUCTION	9 OCTOBER 2018

L-207
SHEET NUMBER





5 SECTION: TREE PLANTING
SCALE: NOT TO SCALE



NOTE: DO NOT CUT FROM D TO E

A. FIRST CUT- TO PREVENT THE BARK FROM BEING PEELED WHEN THE BRANCH FALLS.
B. SECOND CUT- TO REDUCE THE WEIGHT OF BRANCH.
C. FINAL CUT- ALLOW FOR HEALING COLLAR BUT NO STUBS.
D. BRANCH RIDGES- INDENT PROPERLY BRANCH RIDGES WHICH ARE SITE FOR DECAY.

FOR OAKS ONLY: PAINT ALL WOUNDS OR CUTS WITH PRUNING SPRAY WITHIN 20 MINUTES TO PREVENT SPREAD OF OAK WILT

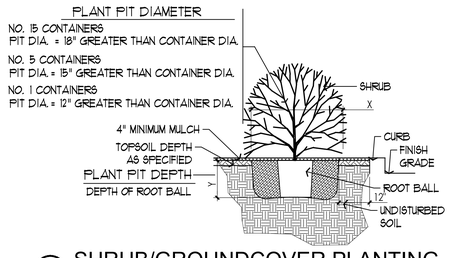
3 DETAIL: BRANCH PRUNING
SCALE: N.T.S.

PLANTING LIST

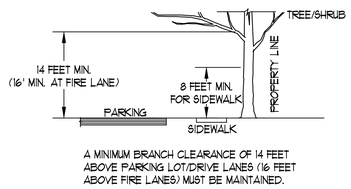
QTY	KEY	QTY.	COMMON NAME	SCIENTIFIC NAME	SIZE	HEIGHT (FT)	SPREAD (FT)	SPACING (FT)	REMARKS
TREES									
6	ELM	EA	Cedar Elm	*Ulmus crassifolia*	4" caliper	12	6		Full canopy, symmetrical growth with strong central leader
19	ELM	EA	Cedar Elm	*Ulmus crassifolia*	2" caliper	8	3.5		Full canopy, symmetrical growth with strong central leader
8	MTL	EA	Mountain Laurel	*Sophora secundiflora*	5'-6' tall				Multi-trunk, branching to root ball
3	OAK	EA	Live Oak	*Quercus virginiana*	4" caliper	12	8		Full canopy, symmetrical growth
9	OAK	EA	Live Oak	*Quercus virginiana*	2" caliper	7.5	5		Full canopy, symmetrical growth
4	RET	EA	Retama	*Parkinsonia aculeata*	1 1/2" caliper	7	5		Full canopy, symmetrical growth
2	YAU	EA	Yaupon Holly	*Ilex vomitoria 'Pride of Houston'*	#15 cont.				Full canopy, symmetrical growth
6	YAU	EA	Yaupon Holly	*Ilex vomitoria 'Pride of Houston'*	5'-6' tall				Multi-trunk, branching to root ball
SHRUBS									
147	DMG	EA	Dwarf Muhly Grass	*Muhlenbergia emersleyi 'El Toro'*	#5 cont.			2.5	
206	DYA	EA	Dwarf Yaupon Holly	*Ilex vomitoria 'Stokes Dwarf'*	#5 cont.	1.25-1.5	Full	3	
76	HER	EA	Red Yucca	*Hesperaloe parviflora*	#5 cont.	1.25-1.5	Full	3	
58	LMG	EA	Lindheimer Muhly Grass	*Muhlenbergia lindheimeri*	#3 cont.	1.5	Full	4.5	
61	LRB	EA	Rio Bravo Sage	*Leucophyllum langmaniae 'Rio Bravo'*	#5 cont.	1.5	1.5	3	
25	VIB	EA	Sandankwa Viburnum	*Viburnum suspensum*	#15 cont.	3	3	5	
GROUNDCOVERS & VINES						(FT)	(FT)	(FT)	
15,057	BER	SF	Common Bermudagrass	*Cynodon dactylon*	Hydroseed				
	FIC	EA	Fig Ivy	*Ficus pumila*	#1 cont.		Full	5	Multiple runners
2,821	GRV	SF	Gravel						River rock - 2" to 4" pieces

7

0 10 20 40 FT NORTH
SCALE: 1" = 20'-0"

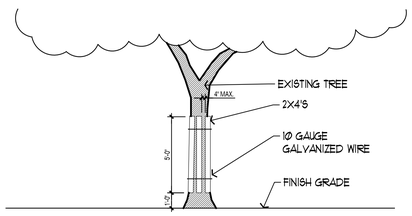


6 SHRUB/GROUNDCOVER PLANTING
SCALE: NOT TO SCALE



A MINIMUM BRANCH CLEARANCE OF 14 FEET ABOVE PARKING LOT/DRIVE LANES (16 FEET ABOVE FIRE LANES) MUST BE MAINTAINED.

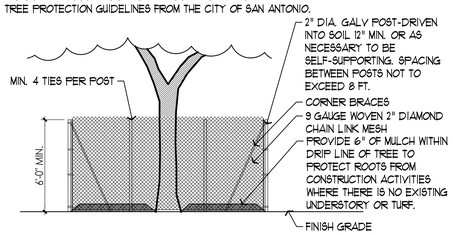
4 DETAIL: TREE BRANCH CLEARANCE
SCALE: N.T.S.



NOTES:
1. PROTECTIVE LUMBER SHALL NOT BE DIRECTLY NAILED TO THE TREE
2. 2X4'S SHALL BE HELD SECURELY IN PLACE WITH 10 GAUGE WIRE WRAPPED OVER THE LUMBER AND AROUND THE TREE AT MIN. OF 2 LOCATIONS.
3. THE GAP BETWEEN THE BOARDS IS TO BE 4 INCHES OR LESS.
4. PROVIDE 6" OF MULCH WITHIN DRIP LINE OF TREE TO PROTECT ROOTS FROM CONSTRUCTION ACTIVITIES WHEN THERE IS NO EXISTING UNDERSTORY OR TURF.

2 DETAIL: 2X4 TREE PROTECTION
SCALE: 1/4"= 1'-0"

NOTE:
THE DRAWING BELOW DETAILS COMPLIANCE W/ THE MINIMUM TREE PROTECTION GUIDELINES FROM THE CITY OF SAN ANTONIO.



1 DETAIL: TREE PROTECTION
SCALE: 1/4"= 1'-0"

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6	PR034	27 JAN 2020
5	PR026	15 NOV 2019
4	PR023	20 SEP 2019
3	PR012	12 APR 2019
2	PR006	01 FEB 2019
1	PR001	13 NOV 2018

PROFESSIONAL SEALS

REGISTERED LANDSCAPE ARCHITECT · BENJAMIN C. RIALTO · 2606 · STATE OF TEXAS

05/29/2020

REFERENCE PLANTING PLAN

DRAWN BY	CHECKED BY
LL	BE
PROJECT NUMBER	PROJECT ABBREVIATION
1769	THCA
ORIGINAL ISSUE	DATE
ISSUE FOR CONSTRUCTION	9 OCTOBER 2018

L-400
SHEET NUMBER

368

FILE PATH: W:\1170711\1170711-ARCH-jwoods.RVT
DATE STAMP: 2/7/2018 10:32:13 AM

REF. SHEET L-401

(1,628 S.F.) BER Hydroseed
(1,640 S.F.) BER Hydroseed
(2) ELM 2" cal.
(2) ELM 2" cal.
(4) OAK 2" cal.
(2) ELM 2" cal.
(2) ELM 2" cal.
(2) ELM 2" cal.
(2) LMG #3 cont.
(13)DMG #1 cont.
(1) OAK 4" cal.
(2) LRB #5 cont.
RIVER GRAVEL MULCH
(15) DYA #5 cont.
(6) LRB #5 cont.
(27)DMG #1 cont.
(6) VIB #15 cont.
NATIVE HARDWOOD MULCH
RIVER GRAVEL MULCH
NATIVE HARDWOOD MULCH
(2) LRB #5 cont.
(24)DMG #1 cont.
(16)DMG #1 cont.
(2) LRB #5 cont.
NATIVE HARDWOOD MULCH
(3) LMG #3 cont.
(3) LRB #5 cont.
(19) DYA #5 cont.
(2) LRB #5 cont.
(15)DMG #1 cont.
(16) DYA #5 cont.
(14) LMG #3 cont.
(3) LRB #5 cont.
NATIVE HARDWOOD MULCH
NATIVE HARDWOOD MULCH
(17) HER #5 cont.
(13) LMG #3 cont.
(2) MTL 5'-6' tall
(5) LRB #5 cont.
(22) DYA #5 cont.
(4) LMG #3 cont.
(3) VIB #15 cont.
(26) FIC #1 cont.
(7) LMG #3 cont.
RIVER GRAVEL MULCH
(8) VIB #15 cont.
(2) LMG #3 cont.
(3) LMG #3 cont.
(8) FIC #1 cont.
(2) MTL 5'-6' tall
(4) VIB #15 cont.
(4) LRB #5 cont.
(21) HER #5 cont.
WYOMING ST.
REF. SHEET L-404
SCALE: 1/8" = 1'-0"
NORTH

FILE PATH: W:\11707\11707-ARCH-jwoods.RVT
VIEW NAME:
DATE STAMP: 2/7/2018 10:32:13 AM

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San Antonio, TX 78208
210-224-8841

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San Antonio, TX 78216
210-349-9098

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Austin, TX 78729
972-646-6622

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11 Duskview Lane
Edgecliff Village, TX 76134
817-615-9135

ARCHITECTURE WORKSHOP
1100 Broadway St. Suite 300R
San Antonio, TX 78215
210-268-2084

ACCD - St. Philip's Campus
THCA Center of Excellence
PACKAGE 3

REVISION HISTORY

REVISION	DESCRIPTION	DATE
5	PR040	28 MAY 2020
4	PR026	15 NOV 2019
3	PR023	20 SEP 2019
2	PR012	12 APR 2019
1	PR001	13 NOV 2018

PROFESSIONAL SEALS

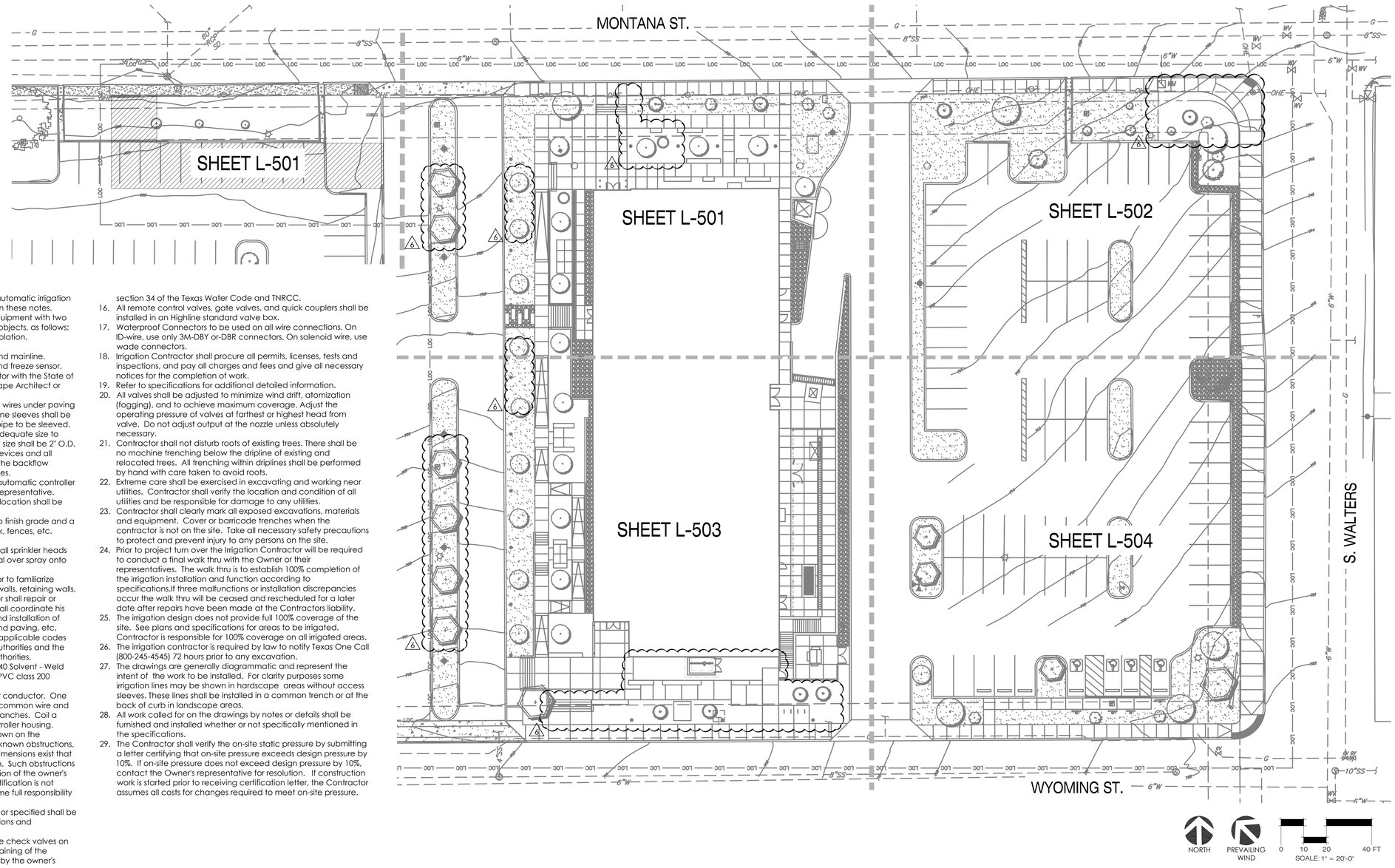
REGISTERED LANDSCAPE ARCHITECT — BRADLEY C. EVERETT — 2506 — STATE OF TEXAS

05/29/2020

PLANTING PLAN

DRAWN BY: LL	CHECKED BY: BE
PROJECT NUMBER: 1769	PROJECT ABBREVIATION: THCA
ORIGINAL ISSUE: ISSUE FOR CONSTRUCTION	DATE: 9 OCTOBER 2018

L-403
SHEET NUMBER



IRRIGATION NOTES

1. Contractor to submit as built drawings of the automatic irrigation system as described on the drawing and within these notes. Illustrate on the drawing location of as built equipment with two triangulating measurements from permanent objects, as follows:
   A. All valves electrical, quick coupling and isolation.
   B. All wire junctions and splice boxes.
   C. All ending locations of extra valve wires and mainline.
   D. Location of irrigation controller and rain and freeze sensor.
   Drawings are to be sealed by a licensed Irrigator with the State of Texas. Submit as built drawings to the Landscape Architect or Owner's repersentive.
2. All mainline and lateral line piping and control wires under paving shall be installed in separate sleeves. Lateral line sleeves shall be a minimum of twice (2X) the diameter of the pipe to be sleeved. Mainline and control wire sleeves shall be of adequate size to allow for removal and repair. Minimum sleeve size shall be 2" O.D.
3. Contractor to install all backflow prevention devices and all piping between the point of connection and the backflow preventer as per local and governing authorities.
4. Final location of the backflow preventer and automatic controller shall be approved by the owner's authorized representative.
5. 120 VAC electrical power source at controller location shall be provided by others.
6. All sprinkler heads shall be set perpendicular to finish grade and a minimum of 6" away from walls, rocks, sidewalk, fences, etc. unless otherwise specified.
7. The Irrigation Contractor shall flush and adjust all sprinkler heads and valves for optimum coverage with minimal over spray onto walks, streets, walls, etc.
8. It is the responsibility of the Irrigation Contractor to familiarize himself with all grade differences, location of walls, retaining walls, structures and utilities. The irrigation contractor shall repair or replace all items damaged by his work. He shall coordinate his work with other contractors for the location and installation of pipe sleeves through walls, under roadways and paving, etc.
9. All work shall be installed in accordance with applicable codes and ordinances as per local and governing authorities and the National Electrical Code and it's governing authorities.
10. All irrigation main lines shall be PVC Schedule 40 Solvent - Weld with a min. 12" cover. All lateral lines shall be PVC class 200 solvent weld with 8" min. cover.
11. All control wire shall be #14 AWG solid copper conductor. One (1) tracer wire (green) shall run parallel to the common wire and be joined with waterproof connectors at all branches. Coil a minimum 3 feet of extra tracer wire in the controller housing.
12. Do not willfully install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstructions, grade differences or differences in the area dimensions exist that might not have been considered in the design. Such obstructions or differences should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.
13. All sprinkler equipment not otherwise detailed or specified shall be installed as per manufacturer's recommendations and specifications.
14. The irrigation contractor shall install serviceable check valves on all heads in areas where post valve shut-off draining of the irrigation head causes flooding or as directed by the owner's authorized representative.
15. The contractor shall be a Registered Licensed Irrigator in the State of Texas. Contractor must conform to all codes as stated in section 34 of the Texas Water Code and TNRCC.
16. All remote control valves, gate valves, and quick couplers shall be installed in an Highline standard valve box.
17. Waterproof Connectors to be used on all wire connections. On ID-wire, use only 3M-DBY or-DBR connectors. On solenoid wire, use wade connectors.
18. Irrigation Contractor shall procure all permits, licenses, tests and inspections, and pay all charges and fees and give all necessary notices for the completion of work.
19. Refer to specifications for additional detailed information.
20. All valves shall be adjusted to minimize wind drift, atomization (fogging), and to achieve maximum coverage. Adjust the operating pressure of valves at farthest or highest head from valve. Do not adjust output at the nozzle unless absolutely necessary.
21. Contractor shall not disturb roots of existing trees. There shall be no machine trenching below the dripline of existing and relocated trees. All trenching within driplines shall be performed by hand with care taken to avoid roots.
22. Extreme care shall be exercised in excavating and working near utilities. Contractor shall verify the location and condition of all utilities and be responsible for damage to any utilities.
23. Contractor shall clearly mark all exposed excavations, materials and equipment. Cover or barricade trenches when the contractor is not on the site. Take all necessary safety precautions to protect and prevent injury to any persons on the site.
24. Prior to project turn over the Irrigation Contractor will be required to conduct a final walk thru with the Owner or their representatives. The walk thru is to establish 100% completion of the irrigation installation and function according to specifications.If three malfunctions or installation discrepancies occur the walk thru will be ceased and rescheduled for a later date after repairs have been made at the Contractors liability.
25. The irrigation design does not provide full 100% coverage of the site. See plans and specifications for areas to be irrigated. Contractor is responsible for 100% coverage on all irrigated areas.
26. The irrigation contractor is required by law to notify Texas One Call (800-245-4545) 72 hours prior to any excavation.
27. The drawings are generally diagrammatic and represent the intent of the work to be installed. For clarity purposes some irrigation lines may be shown in hardscape areas without access sleeves. These lines shall be installed in a common trench or at the back of curb in landscape areas.
28. All work called for on the drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the specifications.
29. The Contractor shall verify the on-site static pressure by submitting a letter certifying that on-site pressure exceeds design pressure by 10%. If on-site pressure does not exceed design pressure by 10%, contact the Owner's representative for resolution. If construction work is started prior to receiving certification letter, the Contractor assumes all costs for changes required to meet on-site pressure.

PROJECT SPECIFIC NOTES

1. This project expands and modifies existing irrigation, ref. Sheets L-505 and L-505-A for irrigation drawings of record.
2. Some mainline and other irrigation system modifications must be made to the existing irrigation system prior to general construction. Contractor advised to follow demolition notes on drawings prior to earthwork to ensure that irrigation downstream remains fully operational.
3. This project contains multiple points of connection to an existing mainline system. Find and connect to existing 2" mainline and control wire, ref. Sheet L-507 for water meter location.
4. Adjustments and repairs to all existing components to be included in this scope of work.
5. Do not reuse any salvaged irrigation components on this project.
6. Pipe sizing is intended to maximize water flow efficiency in the mainline system, do not undersize any pipe.
7. This project uses the existing controller, ref. L-507 for location. Additional zones to be connected to existing control wiring. Contractor to adjust zone sequencing to match irrigation layout within.
8. Contractor is responsible for maintaining existing landscape and irrigation in place during construction while providing a dry construction site.
9. Direction herein is based upon as-designed information. Designing licensed irrigator has limited knowledge of field conditions, which may vary. Contractor shall make revisions as necessary to ensure all existing and final landscape areas receive 100% irrigation coverage.

INSTALLATION NOTES

1. Head spacing, nozzle size and coverage patterns vary. Observe and install layout as shown.
2. Symbols denote head type; nozzle is called out at the symbol.
3. Contractor is to adjust for the broadest pattern possible, as governed by walks, fences, curbs, etc.
4. Unlabeled pipe is .75" for rotor and drip laterals and .5" for sprays and bubblers.
5. Installer is to adjust all heads for 100% coverage of the landscaped areas with minimum overspray. Observe head spacing near hardscaped areas.
6. Lateral sleeves will be twice the diameter of pipes within or minimum 4" (whichever is larger). Mainline sleeves to be minimum 6" diameter.
7. Install wiring in a separate sleeve within mainline sleeve, size as necessary.
8. Verify all R.O.W. dimensions with appropriate jurisdiction.
9. Contractor shall take steps necessary to protect utilities and existing fencing at all times.

ZONE PERFORMANCE DATA (RUN TIMES @ 80% E.T.)

ZONE NO.*	APPLICATION	VALVE SIZE	FLOW GPM	AVE. PREC. RATE		MINUTES FOR 1"
15	MP ROTOR TURF	1.5"	24.08	0.40	IN./HR	150
20	MP ROTOR TURF	1"	21.81	0.40	IN./HR	150
21	MP ROTOR TURF	1"	19.51	1.00	IN./HR	60
23	TREE BUBBLER	1"	26.00	1.00	IN./HR	60
24	SHRUB DRIP	1.5"	25.20	1.00	IN./HR	60
NOTE: This is intended to serve as a guide only. Contractor should evaluate actual water needs and schedule each zone to ensure proper plant growth and development.						480 / 8 Hr 0 Min
Calibrate zones at controller affected by system modifications.						

LEGEND

- ISOLATION VALVE (PIPE SIZE, FULL PORT)
- 1 / 1" TREE ZONE / 24.5 GPM — STATION # / APPLICATION / VALVE SIZE / FLOW RATE
- CONTROL VALVE
- DRIP CONTROL VALVE
- TREE BUBBLER
- XX MP ROTATOR TURF SPRAY
- DRIP IN-LINE EMITTER TUBING
- MAINLINE (SCH 40 PVC, SIZE ON SHEET)
- LATERAL PIPE (CLASS 200 OR 315 PVC, SIZE VARIES)
- SLEEVE (SCHEDULE 40 PVC, SIZE VARIES)

PRESSURE CALCULATIONS (FARTHEST ZONE)

ZONE 20: TURF ROTATOR ZONE GPM: 21.8

2" WATER SERVICE AND METER	1.0
2" DOUBLE CHECK	6.0
2" MASTER VALVE	.64
2" LOOPED MAINLINE (CLASS 200 PVC 1184')	.83
ELEVATION GAIN	-1.3
1" CONTROL VALVE	2.9
LATERAL PIPE	2.5
HEAD & NOZZLE	45.0
TOTAL PSI LOSS	57.03
TOTAL DESIGN PRESSURE REQUIRED	62.73

PRESSURE CALCULATIONS (CRITICAL ZONE)

ZONE 23: TREE BUBBLER ZONE GPM: 26.0

2" WATER SERVICE AND METER	1.0
2" DOUBLE CHECK	6.0
2" MASTER VALVE	.64
2" LOOPED MAINLINE (CLASS 200 PVC 1184')	.8
ELEVATION GAIN	-2.2
1.5" CONTROL VALVE	3.9
LATERAL PIPE	2.91
HEAD & NOZZLE	30.0
TOTAL PSI LOSS	43.05
TOTAL DESIGN PRESSURE REQUIRED	47.35

ENDORSEMENT

This irrigation plan conforms to the irrigation design equipment standards set out in 35-510(j) and 35-511(c)(6) of the City of San Antonio Unified Development Code and also complies with the requirements of chapter 344, 344.72-344.77 of the Texas Administrative Code.

The irrigation system does not provide 100% coverage of the site, refer plans and/or specifications for area(s) to be covered. The drawings may be diagrammatic in nature for clarity. Some piping or components may be shown larger than scale or appear to be in hardscape areas. The installer should take this into consideration and interpret the design to provide full coverage of the areas shown with all piping in sleeves, common trenches, at the back of curbs or in other planted areas. The installer is responsible for providing all work contained in the drawings, notes, specifications, and details. The installer is required by law to notify at least two (2) working days prior to any excavation one of the following:

- Lone Star 811 (800-669-8344)
- Texas 811 (800-344-8377)

The installer shall verify that static water supply pressure exceeds the design pressure by a minimum of 10%. If less, notify in writing this office, the owner, or owner's representative for a resolution. Installer shall hold harmless this office, the owner, or owner's representative for failure to make such notification prior to starting construction and thereby accepts all costs and obligations for system supply pressure corrections.

Stanley F. Albus
Licensed Irrigator #LI0004058
Rialto Studio, Inc., 2425 Broadway, Suite 105
San Antonio, Texas 78215
210-828-1155

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Page Southerland Page, Inc.
400 W. Cesar Chavez Street Fifth Floor
Austin, TX 78701
pagethink.com

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FAX 512 477 3211

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San Antonio, TX 78212
210-623-0409

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1001 Reunion Place
Union Square II, Suite 200
San Antonio, TX 78216
210-349-9098

LANDSCAPE
RIALTO STUDIO
2425 Broadway St
San Antonio, TX 78215
210-828-1155

AV, IT, SECURITY
TRUE NORTH
13284 Pond Springs Rd
Suite 304
Austin, TX 78729
972-646-6622

CULINARY DESIGN
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11 Duskview Lane
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817-615-9135

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Suite 300R
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ACCD - St. Philip's Campus
THCA Center of Excellence
PACKAGE 3

REVISION HISTORY

REVISION	DESCRIPTION	DATE
6	PR040	29 MAY 2020
5	PR034	27 JAN 2020
4	PR026	15 NOV 2019
3	PR023	20 SEP 2019
2	PR012	12 APR 2019
1	PR006	01 FEB 2019

PROFESSIONAL SEALS

STATE OF TEXAS — STANLEY F. ALBUS — LICENSED IRRIGATOR
5.29.2020

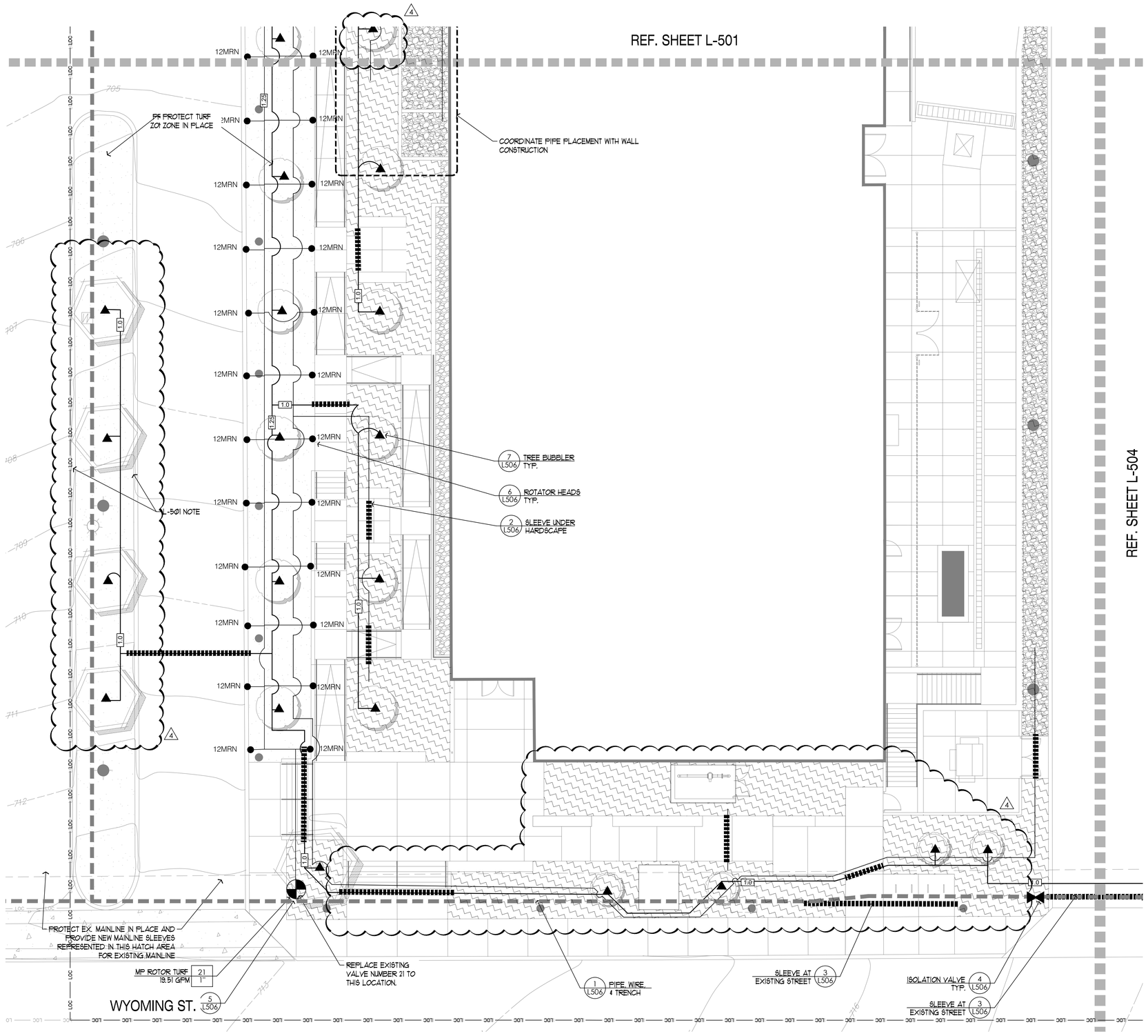
REFERENCE IRRIGATION PLAN

DRAWN BY	CHECKED BY
KV	SA
PROJECT NUMBER	PROJECT ABBREVIATION
1769	THCA
ORIGINAL ISSUE	DATE
ISSUE FOR CONSTRUCTION	9 OCTOBER 2018

L-500
SHEET NUMBER

370

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4	PR040	29 MAY 2020
3	PR034	27 JAN 2020
2	PR026	15 NOV 2019
1	PR023	20 SEP 2018

PROFESSIONAL SEALS

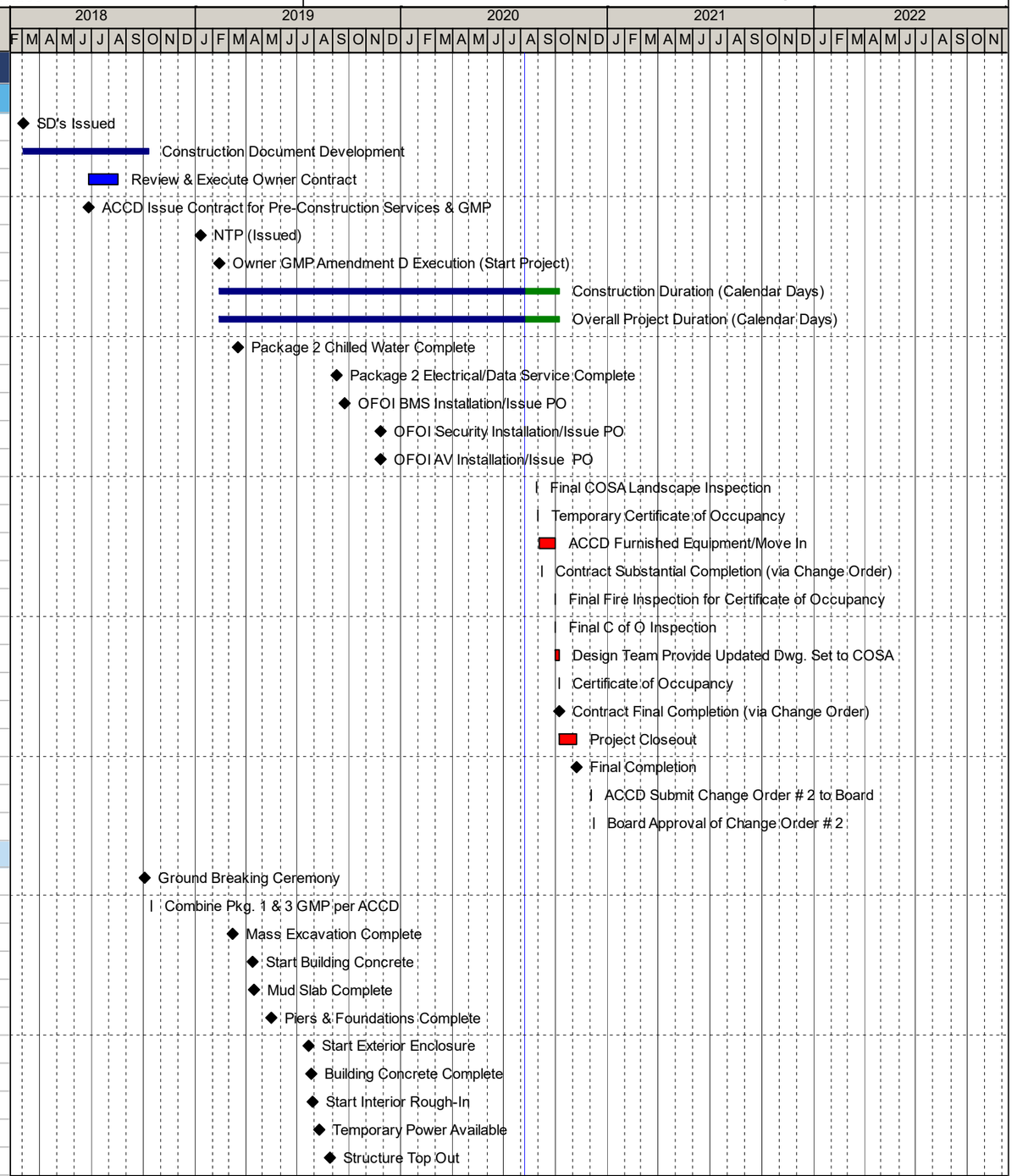
STATE OF TEXAS
STANLEY F. ALBUS
103239
LICENSED
5.29.2020

IRRIGATION PLAN

DRAWN BY	CHECKED BY
KV	SA
PROJECT NUMBER	PROJECT ABBREVIATION
1769	THCA
ORIGINAL ISSUE	DATE
ISSUE FOR CONSTRUCTION	9 OCTOBER 2018

L-503
SHEET NUMBER

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
ACCD - THCA Culinary Arts						
Executive Summary						
A7800	SD's Issued	0	0	100%	02-Mar-18 A	
A7760	Construction Document Development	78	0	100%	02-Mar-18 A	10-Oct-18 A
A7790	Review & Execute Owner Contract	25	0	100%	26-Jun-18 A	16-Aug-18 A
A8510	ACCD Issue Contract for Pre-Construction Services & GMP	0	0	100%	26-Jun-18 A	
PK3-100	NTP (Issued)	0	0	100%	10-Jan-19 A	
A8060	Owner GMP Amendment D Execution (Start Project)	0	0	100%	13-Feb-19 A	
A7740	Construction Duration (Calendar Days)	469	62	86.78%	13-Feb-19 A	07-Oct-20
A40530	Overall Project Duration (Calendar Days)	516	62	87.98%	13-Feb-19 A	07-Oct-20
A7920	Package 2 Chilled Water Complete	0	0	100%		18-Mar-19 A
A7930	Package 2 Electrical/Data Service Complete	0	0	100%		09-Sep-19 A
A7730	OFOI BMS Installation/Issue PO	0	0	100%	23-Sep-19 A	
A8040	OFOI Security Installation/Issue PO	0	0	100%	25-Nov-19 A	
A7810	OFOI AV Installation/Issue PO	0	0	100%	25-Nov-19 A	
A1090	Final COSA Landscape Inspection	1	1	0%	27-Aug-20	27-Aug-20
A8170	Temporary Certificate of Occupancy	1	1	0%	31-Aug-20	31-Aug-20
A1060	ACCD Furnished Equipment/Move In	20	20	0%	02-Sep-20	30-Sep-20
A1070	Contract Substantial Completion (via Change Order)	1	1	0%	07-Sep-20	07-Sep-20
A1100	Final Fire Inspection for Certificate of Occupancy	1	1	0%	30-Sep-20	30-Sep-20
A8250	Final C of O Inspection	1	1	0%	30-Sep-20	30-Sep-20
A1110	Design Team Provide Updated Dwg. Set to COSA	4	4	0%	01-Oct-20	06-Oct-20
A1120	Certificate of Occupancy	1	1	0%	07-Oct-20	07-Oct-20
A7720	Contract Final Completion (via Change Order)	0	0	0%		07-Oct-20
A1130	Project Closeout	30	30	0%	08-Oct-20	06-Nov-20
A1140	Final Completion	0	0	0%		06-Nov-20
A1150	ACCD Submit Change Order # 2 to Board	1	1	0%	02-Dec-20	02-Dec-20
A1160	Board Approval of Change Order # 2	1	1	0%	08-Dec-20	08-Dec-20
Construction Milestones						
PK1-000	Ground Breaking Ceremony	0	0	100%	04-Oct-18 A	
PK1-20	Combine Pkg. 1 & 3 GMP per ACCD	1	0	100%	16-Oct-18 A	16-Oct-18 A
PK1-100	Mass Excavation Complete	0	0	100%		08-Mar-19 A
PK3-150	Start Building Concrete	0	0	100%	13-Apr-19 A	
PK1-120	Mud Slab Complete	0	0	100%		15-Apr-19 A
PK1-110	Piers & Foundations Complete	0	0	100%		15-May-19 A
PK3-110	Start Exterior Enclosure	0	0	100%	22-Jul-19 A	
PK3-160	Building Concrete Complete	0	0	100%		26-Jul-19 A
PK3-240	Start Interior Rough-In	0	0	100%	29-Jul-19 A	
PK3-145	Temporary Power Available	0	0	100%		09-Aug-19 A
PK3-120	Structure Top Out	0	0	100%	28-Aug-19 A	



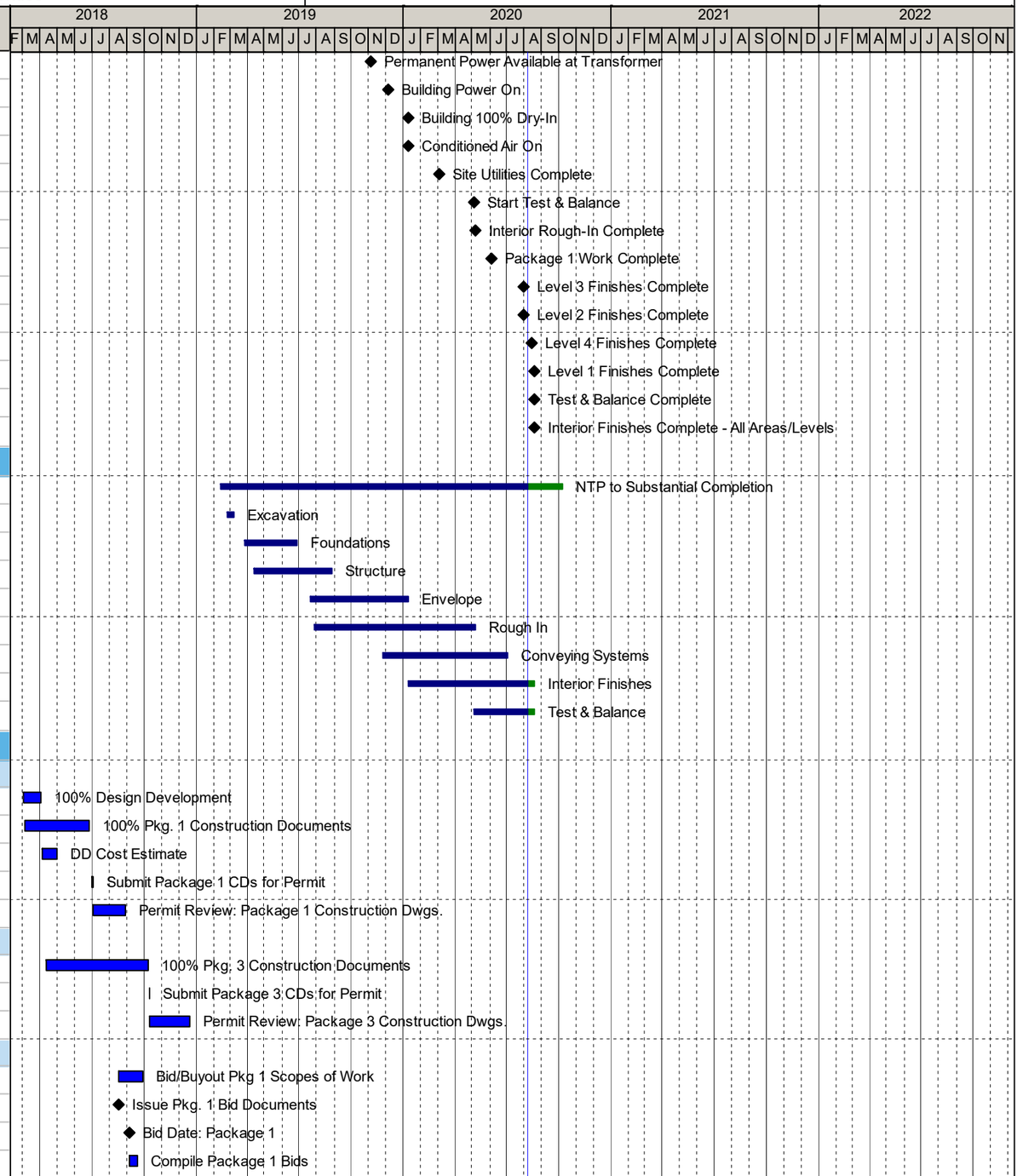
Remaining Level of Effort | Mi...
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
PK3-125	Permanent Power Available at Transformer	0	0	100%		04-Nov-19 A
PK3-135	Building Power On	0	0	100%		06-Dec-19 A
PK3-130	Building 100% Dry-In	0	0	100%		09-Jan-20 A
PK3-140	Conditioned Air On	0	0	100%		10-Jan-20 A
PK1-130	Site Utilities Complete	0	0	100%		04-Mar-20 A
PK3-220	Start Test & Balance	0	0	100%	04-May-20 A	
PK3-250	Interior Rough-In Complete	0	0	100%		08-May-20 A
PK1-140	Package 1 Work Complete	0	0	100%		05-Jun-20 A
PK3-180	Level 3 Finishes Complete	0	0	100%		31-Jul-20 A
PK3-190	Level 2 Finishes Complete	0	0	100%		31-Jul-20 A
PK3-170	Level 4 Finishes Complete	0	0	0%		14-Aug-20
PK3-200	Level 1 Finishes Complete	0	0	0%		18-Aug-20
PK3-230	Test & Balance Complete	0	0	0%		19-Aug-20
PK3-210	Interior Finishes Complete - All Areas/Levels	0	0	0%		19-Aug-20
Benchmarking						
3418004-BM-1000	NTP to Substantial Completion	0	43	0%	13-Feb-19 A	07-Oct-20
3418004-BM-1010	Excavation	0	0	100%	26-Feb-19 A	08-Mar-19 A
3418004-BM-1020	Foundations	0	0	100%	28-Mar-19 A	28-Jun-19 A
3418004-BM-1030	Structure	0	0	100%	13-Apr-19 A	28-Aug-19 A
3418004-BM-1040	Envelope	0	0	100%	22-Jul-19 A	09-Jan-20 A
3418004-BM-1050	Rough In	32	0	100%	29-Jul-19 A	08-May-20 A
3418004-BM-1070	Conveying Systems	0	0	100%	25-Nov-19 A	02-Jul-20 A
3418004-BM-1060	Interior Finishes	75	8	89.33%	10-Jan-20 A	18-Aug-20
3418004-BM-1080	Test & Balance	40	9	77.5%	04-May-20 A	19-Aug-20
Design/Preconstruction						
Design Development						
A8310	100% Design Development	35	0	100%	02-Mar-18 A	03-Apr-18 A
A8330	100% Pkg. 1 Construction Documents	37	0	100%	06-Mar-18 A	26-Jun-18 A
A8320	DD Cost Estimate	20	0	100%	04-Apr-18 A	30-Apr-18 A
A8340	Submit Package 1 CDs for Permit	1	0	100%	02-Jul-18 A	02-Jul-18 A
A8270	Permit Review: Package 1 Construction Dwgs.	20	0	100%	03-Jul-18 A	29-Aug-18 A
Construction Document Development						
A7860	100% Pkg. 3 Construction Documents	31	0	100%	11-Apr-18 A	09-Oct-18 A
A7850	Submit Package 3 CDs for Permit	1	0	100%	10-Oct-18 A	10-Oct-18 A
A7870	Permit Review: Package 3 Construction Dwgs.	30	0	100%	11-Oct-18 A	21-Dec-18 A
Package 1: Early Site, Utilities & Piers						
A8360	Bid/Buyout Pkg 1 Scopes of Work	30	0	100%	17-Aug-18 A	28-Sep-18 A
A8350	Issue Pkg. 1 Bid Documents	0	0	100%	17-Aug-18 A	
A8260	Bid Date: Package 1	0	0	100%		05-Sep-18 A
A8280	Compile Package 1 Bids	10	0	100%	06-Sep-18 A	19-Sep-18 A



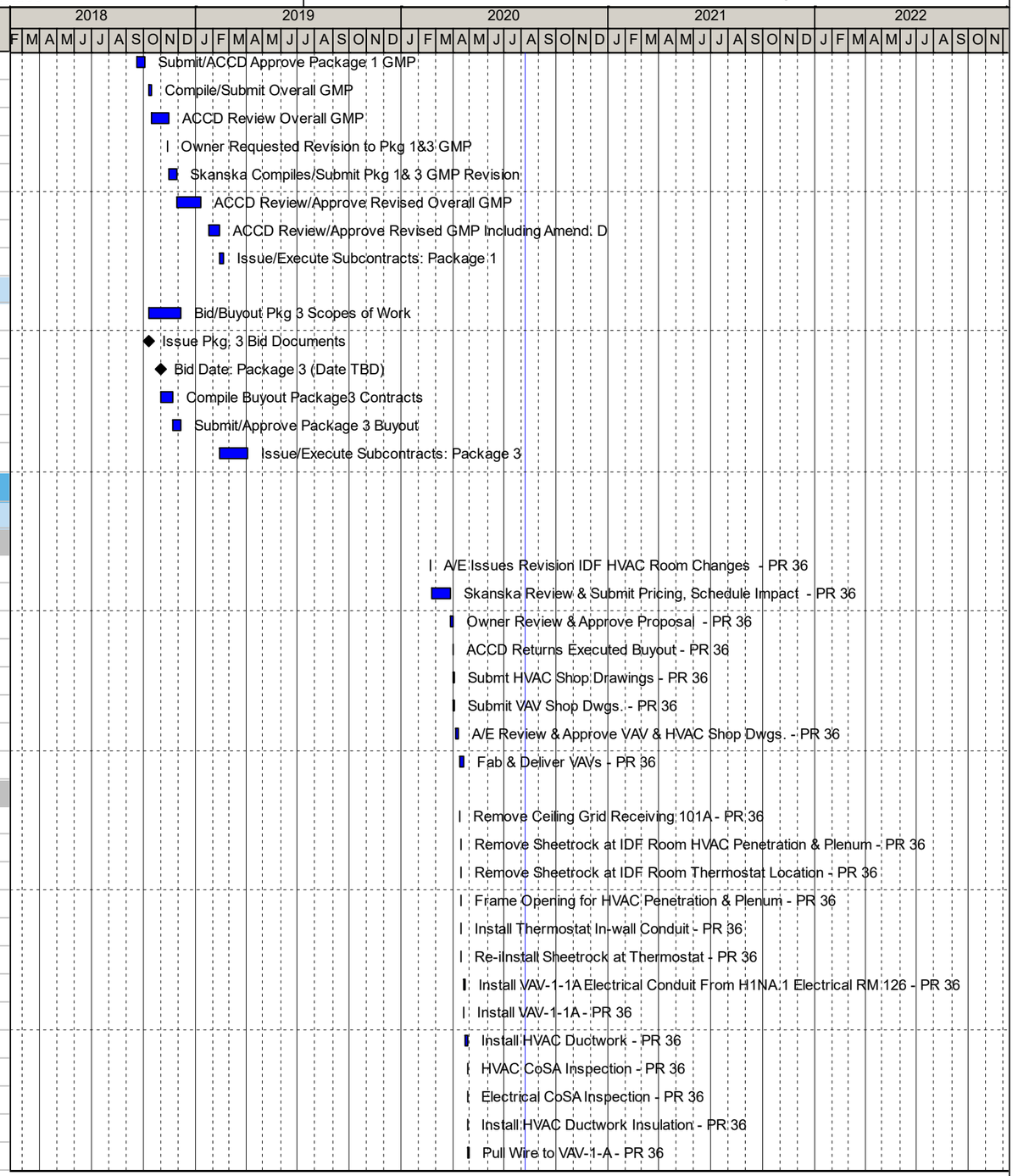
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
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Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

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Date	Revision	Checked	Approved

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A8290	Submit/ACCD Approve Package 1 GMP	10	0	100%	20-Sep-18 A	03-Oct-18 A
A8590	Compile/Submit Overall GMP	4	0	100%	11-Oct-18 A	16-Oct-18 A
A8600	ACCD Review Overall GMP	30	0	100%	16-Oct-18 A	14-Nov-18 A
PK1-150	Owner Requested Revision to Pkg 1&3 GMP	1	0	100%	14-Nov-18 A	14-Nov-18 A
A8610	Skanska Compiles/Submit Pkg 1& 3 GMP Revision	8	0	100%	15-Nov-18 A	28-Nov-18 A
A8620	ACCD Review/Approve Revised Overall GMP	30	0	100%	29-Nov-18 A	10-Jan-19 A
A8630	ACCD Review/Approve Revised GMP Including Amend. D	13	0	100%	25-Jan-19 A	12-Feb-19 A
A8300	Issue/Execute Subcontracts: Package 1	5	0	100%	13-Feb-19 A	19-Feb-19 A
Package 3: Structure, Exterior, Interior Build Out						
A7950	Bid/Buyout Pkg 3 Scopes of Work	40	0	100%	11-Oct-18 A	06-Dec-18 A
A7940	Issue Pkg. 3 Bid Documents	0	0	100%	11-Oct-18 A	
A7880	Bid Date: Package 3 (Date TBD)	0	0	100%		01-Nov-18 A
A7890	Compile Buyout Package3 Contracts	15	0	100%	02-Nov-18 A	21-Nov-18 A
A7900	Submit/Approve Package 3 Buyout	10	0	100%	23-Nov-18 A	06-Dec-18 A
A7910	Issue/Execute Subcontracts: Package 3	20	0	100%	13-Feb-19 A	04-Apr-19 A
Schedule Impacts						
PR 36: IDF HVAC Room Changes						
Procurement						
ORC.01	A/E Issues Revision IDF HVAC Room Changes - PR 36	1	0	100%	21-Feb-20 A	21-Feb-20 A
ORC.02	Skanska Review & Submit Pricing, Schedule Impact - PR 36	15	0	100%	24-Feb-20 A	27-Mar-20 A
ORC.03	Owner Review & Approve Proposal - PR 36	4	0	100%	27-Mar-20 A	01-Apr-20 A
ORC.04	ACCD Returns Executed Buyout - PR 36	1	0	100%	01-Apr-20 A	01-Apr-20 A
PRO.11	Submt HVAC Shop Drawings - PR 36	2	0	100%	02-Apr-20 A	03-Apr-20 A
PRO.01	Submit VAV Shop Dwgs. - PR 36	2	0	100%	02-Apr-20 A	03-Apr-20 A
PRO.21	A/E Review & Approve VAV & HVAC Shop Dwgs. - PR 36	5	0	100%	06-Apr-20 A	10-Apr-20 A
PRO.31	Fab & Deliver VAVs - PR 36	18	0	100%	13-Apr-20 A	20-Apr-20 A
Level 1 IDF						
LVL1.01	Remove Ceiling Grid Receiving 101A - PR 36	2	0	100%	13-Apr-20 A	14-Apr-20 A
LVL1.81	Remove Sheetrock at IDF Room HVAC Penetration & Plenum - PR 36	1	0	100%	15-Apr-20 A	15-Apr-20 A
LVL1.51	Remove Sheetrock at IDF Room Thermostat Location - PR 36	1	0	100%	15-Apr-20 A	15-Apr-20 A
LVL1.91	Frame Opening for HVAC Penetration & Plenum - PR 36	1	0	100%	16-Apr-20 A	16-Apr-20 A
LVL1.61	Install Thermostat In-wall Conduit - PR 36	1	0	100%	16-Apr-20 A	16-Apr-20 A
LVL1.71	Re-iInstall Sheetrock at Thermostat - PR 36	1	0	100%	17-Apr-20 A	17-Apr-20 A
LVL1.21	Install VAV-1-1A Electrical Conduit From H1NA.1 Electrical RM 126 - PR 3	3	0	100%	20-Apr-20 A	24-Apr-20 A
LVL1.11	Install VAV-1-1A - PR 36	1	0	100%	20-Apr-20 A	20-Apr-20 A
LVL1.101	Install HVAC Ductwork - PR 36	4	0	100%	24-Apr-20 A	27-Apr-20 A
LVL1.151	HVAC CoSA Inspection - PR 36	1	0	100%	27-Apr-20 A	27-Apr-20 A
LVL1.141	Electrical CoSA Inspection - PR 36	1	0	100%	27-Apr-20 A	27-Apr-20 A
LVL1.111	Install HVAC Ductwork Insulation - PR 36	2	0	100%	27-Apr-20 A	28-Apr-20 A
LVL1.31	Pull Wire to VAV-1-A - PR 36	3	0	100%	27-Apr-20 A	29-Apr-20 A



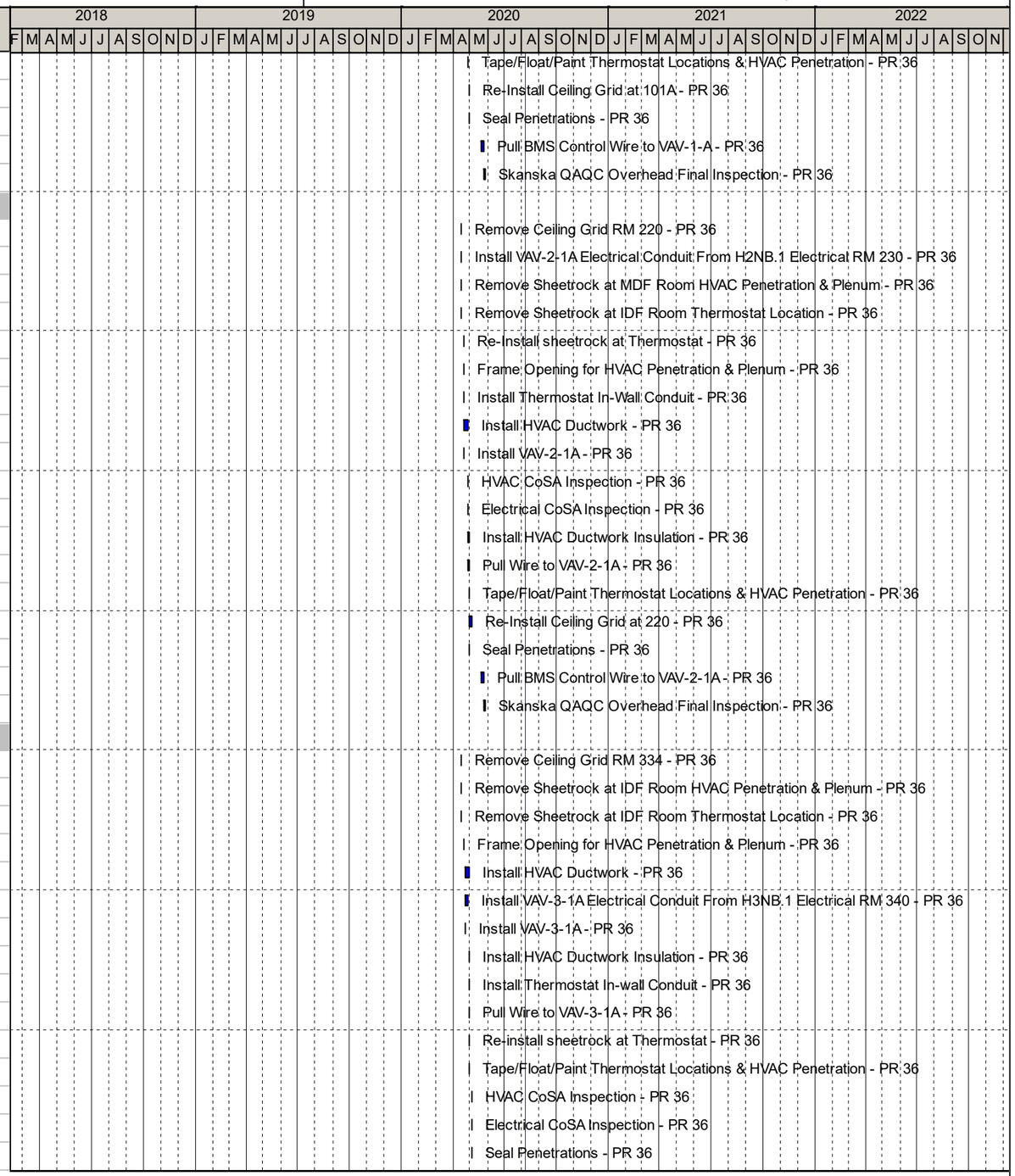
Remaining Level of Effort | Mi...
Actual Level of Effort
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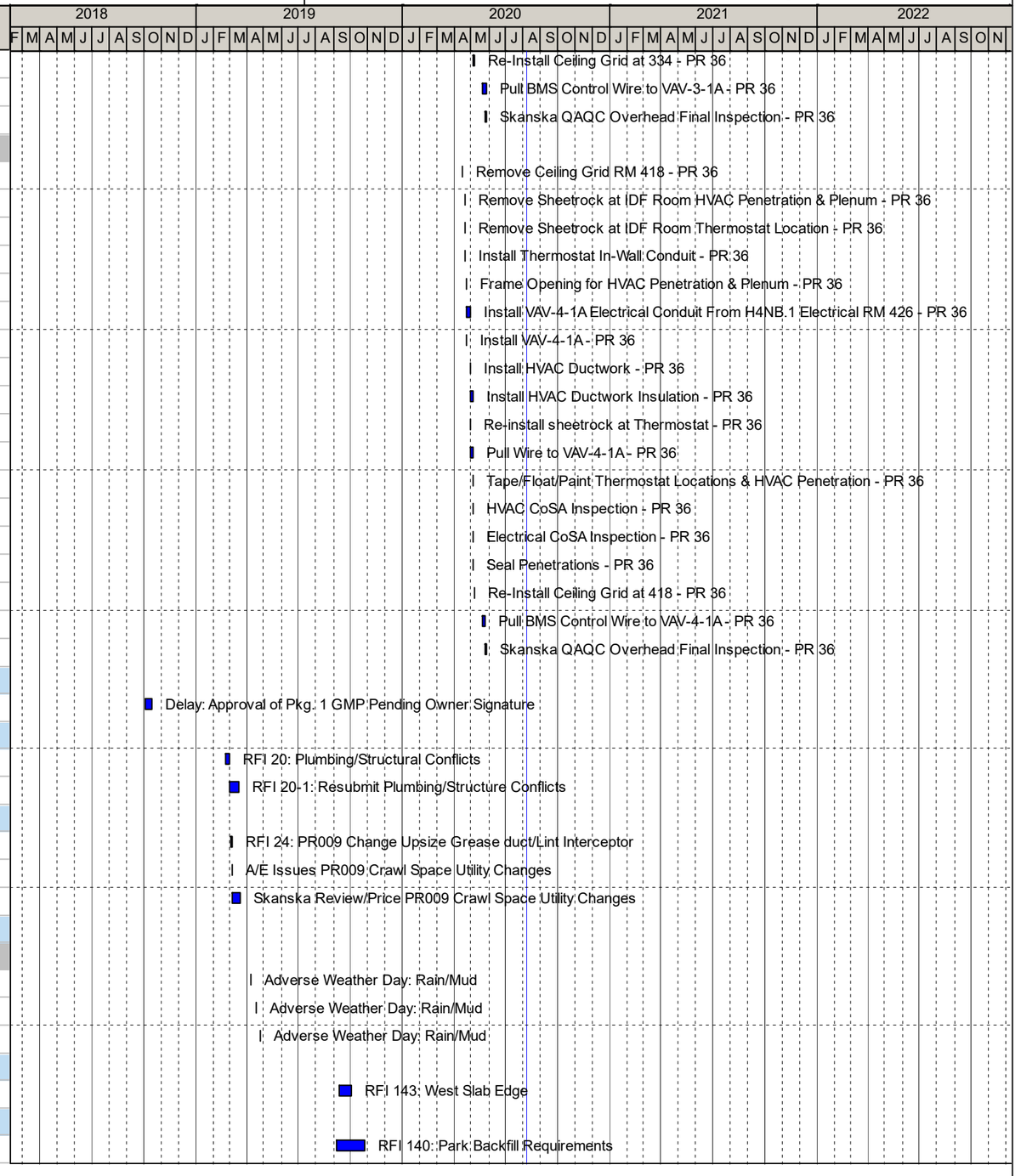
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Date	Revision	Checked	Approved
			374

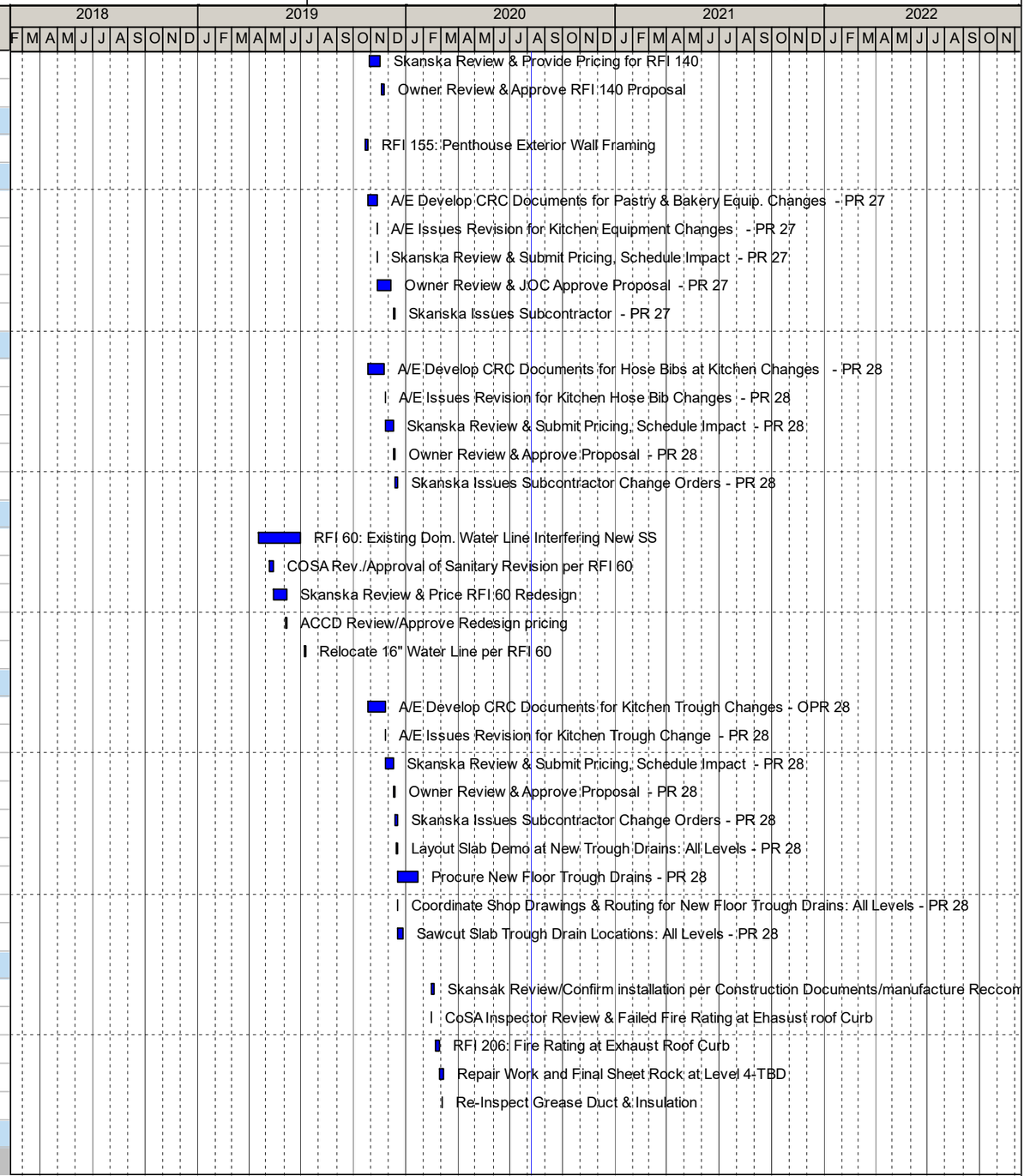
Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
LVL1.121	Tape/Float/Paint Thermostat Locations & HVAC Penetration - PR 36	1	0	100%	28-Apr-20 A	28-Apr-20 A
LVL1.161	Re-Install Ceiling Grid at 101A - PR 36	3	0	100%	29-Apr-20 A	01-May-20 A
LVL1.131	Seal Penetrations - PR 36	1	0	100%	29-Apr-20 A	29-Apr-20 A
LVL1.41	Pull BMS Control Wire to VAV-1-A - PR 36	3	0	100%	21-May-20 A	26-May-20 A
LVL1.171	Skanska QAQC Overhead Final Inspection - PR 36	4	0	100%	26-May-20 A	28-May-20 A
Level 2 MDF						
LVL2.01	Remove Ceiling Grid RM 220 - PR 36	2	0	100%	15-Apr-20 A	16-Apr-20 A
LVL2.21	Install VAV-2-1A Electrical Conduit From H2NB.1 Electrical RM 230 - PR 3	3	0	100%	16-Apr-20 A	17-Apr-20 A
LVL2.81	Remove Sheetrock at MDF Room HVAC Penetration & Plenum - PR 36	1	0	100%	17-Apr-20 A	17-Apr-20 A
LVL2.51	Remove Sheetrock at IDF Room Thermostat Location - PR 36	1	0	100%	17-Apr-20 A	17-Apr-20 A
LVL2.71	Re-Install sheetrock at Thermostat - PR 36	1	0	100%	20-Apr-20 A	20-Apr-20 A
LVL2.91	Frame Opening for HVAC Penetration & Plenum - PR 36	1	0	100%	20-Apr-20 A	20-Apr-20 A
LVL2.61	Install Thermostat In-Wall Conduit - PR 36	1	0	100%	20-Apr-20 A	20-Apr-20 A
LVL2.101	Install HVAC Ductwork - PR 36	4	0	100%	21-Apr-20 A	28-Apr-20 A
LVL2.11	Install VAV-2-1A - PR 36	1	0	100%	21-Apr-20 A	21-Apr-20 A
LVL2.151	HVAC CoSA Inspection - PR 36	1	0	100%	28-Apr-20 A	28-Apr-20 A
LVL2.141	Electrical CoSA Inspection - PR 36	1	0	100%	28-Apr-20 A	28-Apr-20 A
LVL2.111	Install HVAC Ductwork Insulation - PR 36	2	0	100%	28-Apr-20 A	29-Apr-20 A
LVL2.31	Pull Wire to VAV-2-1A - PR 36	3	0	100%	28-Apr-20 A	30-Apr-20 A
LVL2.121	Tape/Float/Paint Thermostat Locations & HVAC Penetration - PR 36	1	0	100%	29-Apr-20 A	29-Apr-20 A
LVL2.161	Re-Install Ceiling Grid at 220 - PR 36	3	0	100%	30-Apr-20 A	04-May-20 A
LVL2.131	Seal Penetrations - PR 36	1	0	100%	30-Apr-20 A	30-Apr-20 A
LVL2.41	Pull BMS Control Wire to VAV-2-1A - PR 36	3	0	100%	21-May-20 A	26-May-20 A
LVL2.171	Skanska QAQC Overhead Final Inspection - PR 36	4	0	100%	26-May-20 A	28-May-20 A
Level 3 IDF						
LVL3.01	Remove Ceiling Grid RM 334 - PR 36	2	0	100%	16-Apr-20 A	17-Apr-20 A
LVL3.81	Remove Sheetrock at IDF Room HVAC Penetration & Plenum - PR 36	1	0	100%	17-Apr-20 A	17-Apr-20 A
LVL3.51	Remove Sheetrock at IDF Room Thermostat Location - PR 36	1	0	100%	17-Apr-20 A	17-Apr-20 A
LVL3.91	Frame Opening for HVAC Penetration & Plenum - PR 36	1	0	100%	21-Apr-20 A	21-Apr-20 A
LVL3.101	Install HVAC Ductwork - PR 36	4	0	100%	22-Apr-20 A	29-Apr-20 A
LVL3.21	Install VAV-3-1A Electrical Conduit From H3NB.1 Electrical RM 340 - PR 3	3	0	100%	22-Apr-20 A	27-Apr-20 A
LVL3.11	Install VAV-3-1A - PR 36	1	0	100%	22-Apr-20 A	22-Apr-20 A
LVL3.111	Install HVAC Ductwork Insulation - PR 36	2	0	100%	29-Apr-20 A	01-May-20 A
LVL3.61	Install Thermostat In-wall Conduit - PR 36	1	0	100%	29-Apr-20 A	29-Apr-20 A
LVL3.31	Pull Wire to VAV-3-1A - PR 36	3	0	100%	29-Apr-20 A	01-May-20 A
LVL3.71	Re-install sheetrock at Thermostat - PR 36	1	0	100%	30-Apr-20 A	30-Apr-20 A
LVL3.121	Tape/Float/Paint Thermostat Locations & HVAC Penetration - PR 36	1	0	100%	01-May-20 A	01-May-20 A
LVL3.151	HVAC CoSA Inspection - PR 36	1	0	100%	04-May-20 A	04-May-20 A
LVL3.141	Electrical CoSA Inspection - PR 36	1	0	100%	04-May-20 A	04-May-20 A
LVL3.131	Seal Penetrations - PR 36	1	0	100%	04-May-20 A	04-May-20 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
LVL3.161	Re-Install Ceiling Grid at 334 - PR 36	3	0	100%	05-May-20 A	07-May-20 A
LVL3.41	Pull BMS Control Wire to VAV-3-1A - PR 36	3	0	100%	22-May-20 A	27-May-20 A
LVL3.171	Skanska QAQC Overhead Final Inspection - PR 36	4	0	100%	27-May-20 A	28-May-20 A
Level 4 IDF						
LVL4.01	Remove Ceiling Grid RM 418 - PR 36	2	0	100%	16-Apr-20 A	17-Apr-20 A
LVL4.81	Remove Sheetrock at IDF Room HVAC Penetration & Plenum - PR 36	1	0	100%	20-Apr-20 A	20-Apr-20 A
LVL4.51	Remove Sheetrock at IDF Room Thermostat Location - PR 36	1	0	100%	20-Apr-20 A	20-Apr-20 A
LVL4.61	Install Thermostat In-Wall Conduit - PR 36	1	0	100%	20-Apr-20 A	20-Apr-20 A
LVL4.91	Frame Opening for HVAC Penetration & Plenum - PR 36	1	0	100%	22-Apr-20 A	22-Apr-20 A
LVL4.21	Install VAV-4-1A Electrical Conduit From H4NB.1 Electrical RM 426 - PR 3	3	0	100%	23-Apr-20 A	29-Apr-20 A
LVL4.11	Install VAV-4-1A - PR 36	1	0	100%	23-Apr-20 A	23-Apr-20 A
LVL4.101	Install HVAC Ductwork - PR 36	4	0	100%	29-Apr-20 A	01-May-20 A
LVL4.111	Install HVAC Ductwork Insulation - PR 36	2	0	100%	01-May-20 A	05-May-20 A
LVL4.71	Re-install sheetrock at Thermostat - PR 36	1	0	100%	01-May-20 A	01-May-20 A
LVL4.31	Pull Wire to VAV-4-1A - PR 36	3	0	100%	01-May-20 A	05-May-20 A
LVL4.121	Tape/Float/Paint Thermostat Locations & HVAC Penetration - PR 36	1	0	100%	04-May-20 A	04-May-20 A
LVL4.151	HVAC CoSA Inspection - PR 36	1	0	100%	05-May-20 A	05-May-20 A
LVL4.141	Electrical CoSA Inspection - PR 36	1	0	100%	05-May-20 A	05-May-20 A
LVL4.131	Seal Penetrations - PR 36	1	0	100%	05-May-20 A	05-May-20 A
LVL4.161	Re-Install Ceiling Grid at 418 - PR 36	3	0	100%	06-May-20 A	08-May-20 A
LVL4.41	Pull BMS Control Wire to VAV-4-1A - PR 36	3	0	100%	22-May-20 A	27-May-20 A
LVL4.171	Skanska QAQC Overhead Final Inspection - PR 36	4	0	100%	27-May-20 A	28-May-20 A
Delay to Package 1 NTP						
PK1-10	Delay: Approval of Pkg. 1 GMP Pending Owner Signature	5	0	100%	04-Oct-18 A	15-Oct-18 A
RFI 20: Crawlspace plumbing/Structural Conflicts						
BIMCS150	RFI 20: Plumbing/Structural Conflicts	5	0	100%	22-Feb-19 A	28-Feb-19 A
BIMCS290	RFI 20-1: Resubmit Plumbing/Structure Conflicts	5	0	100%	01-Mar-19 A	18-Mar-19 A
RFI 24/PR009: Crawl Space Utility Conflicts						
A41630	RFI 24: PR009 Change Upsize Grease duct/Lint Interceptor	5	0	100%	04-Mar-19 A	06-Mar-19 A
A41640	A/E Issues PR009 Crawl Space Utility Changes	1	0	100%	06-Mar-19 A	06-Mar-19 A
A41650	Skanska Review/Price PR009 Crawl Space Utility Changes	10	0	100%	07-Mar-19 A	20-Mar-19 A
Weather Impacts						
April 2018						
A41920	Adverse Weather Day: Rain/Mud	1	0	100%	08-Apr-19 A	08-Apr-19 A
A41930	Adverse Weather Day: Rain/Mud	1	0	100%	18-Apr-19 A	18-Apr-19 A
A41910	Adverse Weather Day: Rain/Mud	1	0	100%	24-Apr-19 A	24-Apr-19 A
RFI 143: West Slab Edge Discrepancies Level 3&4						
A42130	RFI 143: West Slab Edge	5	0	100%	11-Sep-19 A	02-Oct-19 A
RFI 140: Park Backfill Requirements at Grease/Lint Trap						
A42140	RFI 140: Park Backfill Requirements	5	0	100%	06-Sep-19 A	25-Oct-19 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A42310	Skanska Review & Provide Pricing for RFI 140	5	0	100%	28-Oct-19 A	15-Nov-19 A
A42320	Owner Review & Approve RFI 140 Proposal	5	0	100%	18-Nov-19 A	22-Nov-19 A
RFI 155: Penthouse Exterior Wall Framing						
A42150	RFI 155: Penthouse Exterior Wall Framing	5	0	100%	22-Oct-19 A	25-Oct-19 A
PR 27: Level 2 Pastry & Bakery Equipment Changes						
A42280	A/E Develop CRC Documents for Pastry & Bakery Equip. Changes - PR 2	20	0	100%	25-Oct-19 A	11-Nov-19 A
A42160	A/E Issues Revision for Kitchen Equipment Changes - PR 27	1	0	100%	12-Nov-19 A	12-Nov-19 A
A42190	Skanska Review & Submit Pricing, Schedule Impact - PR 27	9	0	100%	12-Nov-19 A	12-Nov-19 A
A42200	Owner Review & JOC Approve Proposal - PR 27	5	0	100%	13-Nov-19 A	06-Dec-19 A
A42210	Skanska Issues Subcontractor - PR 27	4	0	100%	09-Dec-19 A	12-Dec-19 A
PR 28: Add Hose Bibs at Kitchens						
A42300	A/E Develop CRC Documents for Hose Bibs at Kitchen Changes - PR 28	20	0	100%	25-Oct-19 A	22-Nov-19 A
A42180	A/E Issues Revision for Kitchen Hose Bib Changes - PR 28	1	0	100%	25-Nov-19 A	25-Nov-19 A
A42250	Skanska Review & Submit Pricing, Schedule Impact - PR 28	9	0	100%	26-Nov-19 A	09-Dec-19 A
A42260	Owner Review & Approve Proposal - PR 28	3	0	100%	10-Dec-19 A	12-Dec-19 A
A42270	Skanska Issues Subcontractor Change Orders - PR 28	2	0	100%	13-Dec-19 A	16-Dec-19 A
RFI 60: Sanitary Sewer Revisions						
A2460	RFI 60: Existing Dom. Water Line Interfering New SS	5	0	100%	19-Apr-19 A	30-Jun-19 A
A2480	COSA Rev./Approval of Sanitary Revision per RFI 60	5	0	100%	07-May-19 A	13-May-19 A
A2490	Skanska Review & Price RFI 60 Redesign	7	0	100%	14-May-19 A	05-Jun-19 A
A2510	ACCD Review/Approve Redesign pricing	5	0	100%	05-Jun-19 A	06-Jun-19 A
A2500	Relocate 16" Water Line per RFI 60	5	0	100%	08-Jul-19 A	08-Jul-19 A
PR 28: Add Trough Drains at Kitchens						
A42290	A/E Develop CRC Documents for Kitchen Trough Changes - OPR 28	20	0	100%	25-Oct-19 A	25-Nov-19 A
A42170	A/E Issues Revision for Kitchen Trough Change - PR 28	1	0	100%	25-Nov-19 A	25-Nov-19 A
A42220	Skanska Review & Submit Pricing, Schedule Impact - PR 28	9	0	100%	26-Nov-19 A	09-Dec-19 A
A42230	Owner Review & Approve Proposal - PR 28	3	0	100%	10-Dec-19 A	12-Dec-19 A
A42240	Skanska Issues Subcontractor Change Orders - PR 28	2	0	100%	13-Dec-19 A	16-Dec-19 A
A42350	Layout Slab Demo at New Trough Drains: All Levels - PR 28	2	0	100%	16-Dec-19 A	18-Dec-19 A
A42360	Procure New Floor Trough Drains - PR 28	22	0	100%	17-Dec-19 A	21-Jan-20 A
A42340	Coordinate Shop Drawings & Routing for New Floor Trough Drains: All Lev	5	0	100%	17-Dec-19 A	18-Dec-19 A
A42330	Sawcut Slab Trough Drain Locations: All Levels - PR 28	8	0	100%	18-Dec-19 A	27-Dec-19 A
RFI 206: Fire Rating at Exhaust Roof Curb/Grease Duct						
A42400	Skansak Review/Confirm installation per Construction Documents/manufa	5	0	100%	14-Feb-20 A	20-Feb-20 A
A42390	CoSA Inspector Review & Failed Fire Rating at Ehasust roof Curb	1	0	100%	14-Feb-20 A	14-Feb-20 A
A42380	RFI 206: Fire Rating at Exhaust Roof Curb	5	0	100%	21-Feb-20 A	27-Feb-20 A
A42410	Repair Work and Final Sheet Rock at Level 4-TBD	5	0	100%	28-Feb-20 A	05-Mar-20 A
A42420	Re-Inspect Grease Duct & Insulation	5	0	100%	04-Mar-20 A	05-Mar-20 A
PR #040 - Added CMU/Masonry Wall @ Gas Meter						
PR # 040 Pricing & Approval						



Remaining Level of Effort
Actual Level of Effort
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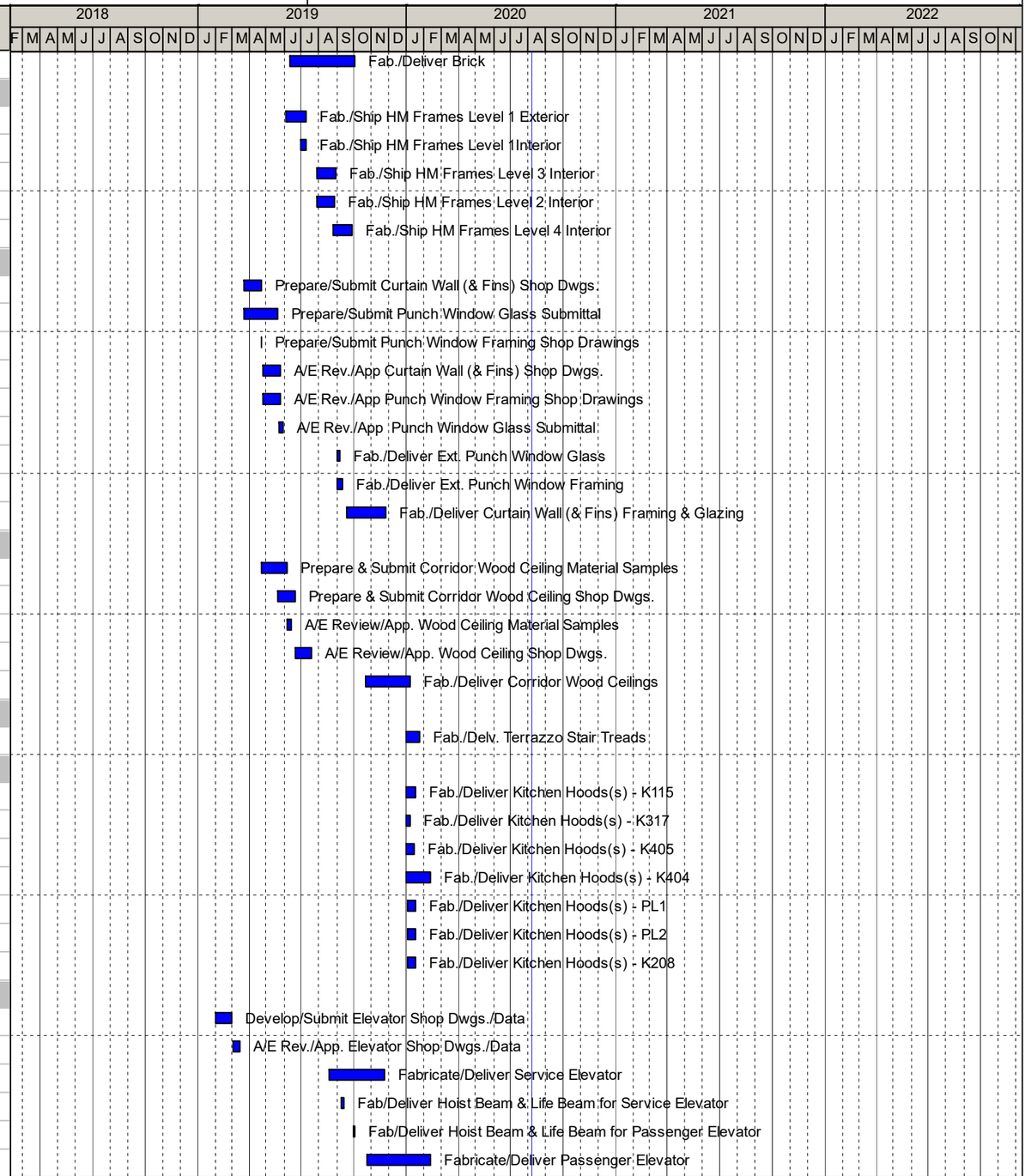
Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
GM.ORC.01	PR # 040 Issued by A/E	1	0	100%	02-Jun-20 A	02-Jun-20 A
GM.ORC.02	PR # 040 - Skanska Issue to Subs for Pricing/Sub Pricing	15	0	100%	03-Jun-20 A	15-Jun-20 A
GM.ORC.03	PR # 040 - Skanska Submit Pricing for Approval	1	0	100%	16-Jun-20 A	16-Jun-20 A
GM.ORC.04	PR # 040 - ACCD Review Pricing	5	0	100%	17-Jun-20 A	26-Jun-20 A
GM.ORC.05	PR # 040 - Pricing Approved	0	0	100%		26-Jun-20 A
PR # 040 Material Procurement						
GM.PRO.01	Procure Gas Meter Masonry	10	0	100%	29-Jun-20 A	08-Jul-20 A
GM.PRO.04	Procure Gas Meter SS Flashing	5	5	0%	29-Jun-20 A	13-Aug-20
GM.PRO.02	Procure Gas Meter Rebar	4	0	100%	29-Jun-20 A	02-Jul-20 A
GM.PRO.03	Procure Gas Meter Gates	20	5	75%	20-Jul-20 A	13-Aug-20
PR # 040 Construction						
GM.01	Demolition of Existing Site Concrete	4	0	100%	29-Jun-20 A	06-Jul-20 A
GM.06	F/R/P New Sidewalk	4	0	100%	27-Jul-20 A	28-Jul-20 A
GM.05	F/R/P Gas Meter Footings	3	0	100%	27-Jul-20 A	28-Jul-20 A
GM.04	Excavate for Gas Meter Enclosure Footings	1	0	100%	27-Jul-20 A	27-Jul-20 A
GM.03	Layout for Gas Meter Enclosure	2	0	100%	27-Jul-20 A	27-Jul-20 A
GM.02	Layout for New Sidewalks	2	0	100%	27-Jul-20 A	27-Jul-20 A
GM.07	Install CMU @ Gas Meter Enclosure	3	0	100%	29-Jul-20 A	06-Aug-20 A
GM.08	Install Brick @ Gas Meter Enclosure	4	0	100%	03-Aug-20 A	07-Aug-20 A
GM.09	Wash Down Masonry	1	0	100%	07-Aug-20 A	07-Aug-20 A
GM.18	Install SS Cap @ Gas Meter Enclosure	2	2	0%	14-Aug-20	17-Aug-20
GM.11	Install Revised Landscape & Irrigation	4	4	0%	18-Aug-20	21-Aug-20
GM.10	Install Gates @ Gas Meter Enclosure	3	3	0%	18-Aug-20	20-Aug-20
GM.13	Final A/E Inspection & Issue Punchlist	2	2	0%	24-Aug-20	25-Aug-20
GM.14	Work-Off A/E Punchlist @ Gas Meter Enclosure	2	2	0%	26-Aug-20	27-Aug-20
GM.12	COSA Final Inspection of Landscaping	1	1	0%	26-Aug-20	26-Aug-20
GM.15	Gas Meter Enclosure Complete	0	0	0%		27-Aug-20
PR # 042 - Reconfigure/Lower Gas Line						
PR.042-100	PR # 042 - ACCD Request Redesign on Gas Meter Piping	1	0	100%	07-Jul-20 A	07-Jul-20 A
PR.042-110	PR # 042 - A/E Redesign Gas Meter Piping	10	0	100%	08-Jul-20 A	10-Jul-20 A
PR.042-120	PR # 042 - Receive Redesign for Gas Meter Piping	0	0	100%		10-Jul-20 A
PR.042-130	PR # 042 - Reconfigure/Lower Gas Meter Piping & Test	5	0	100%	13-Jul-20 A	22-Jul-20 A
Procurement						
Early Work						
Site Demo/Mass Excavation						
A40310	Submit Site Demo/Mass Ex. Plan	5	0	100%	14-Feb-19 A	15-Feb-19 A
A40320	A/E/Skanska Review site Demo/Mass Ex. Plan	7	0	100%	18-Feb-19 A	22-Feb-19 A
A40330	Procure/mobilize Site Demo/Mass Ex.	2	0	100%	19-Feb-19 A	20-Feb-19 A
Site Utilities						
A6680	Submit Site Utilities	10	0	100%	13-Feb-19 A	13-Feb-19 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A6690	A/E Review and Approve Site Utilities (Storm)	10	0	100%	14-Feb-19 A	20-Mar-19 A
A6700	Fab./Deliver Site Utilities	15	0	100%	15-Mar-19 A	28-Mar-19 A
Pkg. 1 Concrete						
A6750	Submit Drilled Piers Shop Dwg. & Submittals	15	0	100%	13-Feb-19 A	15-Feb-19 A
A6760	A/E Review and Rej. Drilled Piers Shop Dwg. & Submittals	10	0	100%	18-Feb-19 A	22-Feb-19 A
A1630	Resubmit Drilled Piers Shop Dwg. & Submittals	5	0	100%	25-Feb-19 A	04-Mar-19 A
A1640	A/E Review and App. Resub.Drilled Piers Shop Dwg. & Submittals	10	0	100%	05-Mar-19 A	14-Mar-19 A
A6540	Procure/Deliver Pier Rebar	10	0	100%	15-Mar-19 A	25-Mar-19 A
Pkg. 1 Electrical						
A40470	Submit Below Grade Building Electric	20	0	100%	20-Feb-19 A	28-Feb-19 A
A40480	A/E Review and Approve Below Grade Building Electric	10	0	100%	01-Mar-19 A	07-Mar-19 A
A40490	Procure/Deliver Below Grade Building Electric.	10	0	100%	27-Mar-19 A	04-Apr-19 A
Pkg. 1 Mechanical/Plumbing						
A40500	Submit Below Grade Building Plumbing	20	0	100%	18-Feb-19 A	19-Feb-19 A
A40510	A/E Review and Approve Below Grade Building Plumbing	10	0	100%	19-Feb-19 A	20-Feb-19 A
A40520	Procure/Deliver Below Grade Building Plumbing	10	0	100%	27-Mar-19 A	04-Apr-19 A
THCA Building & Final Site						
Pkg. 3 Concrete						
A11370	Prepare/Submit Rebar shop drawings for Class Room Bldg. Lvl. 1	15	0	100%	08-Mar-19 A	15-Apr-19 A
A41770	Prepare/Submit Rebar shop drawings for Class Room Bldg. Lvl. 2	15	0	100%	08-Apr-19 A	03-May-19 A
A11380	A/E Rev./App Rebar shop drawings for Class Room Bldg. Lvl. 1	10	0	100%	16-Apr-19 A	26-Apr-19 A
A41800	Prepare/Submit Rebar shop drawings for Class Room Bldg. Lvl. 3	15	0	100%	25-Apr-19 A	14-May-19 A
A11390	Fab./Deliver Rebar - Level 1	4	0	100%	29-Apr-19 A	06-May-19 A
A41780	A/E Rev./App Rebar shop drawings for Class Room Bldg. Lvl. 2	10	0	100%	06-May-19 A	17-May-19 A
A41810	A/E Rev./App Rebar shop drawings for Class Room Bldg. Lvl. 3	10	0	100%	15-May-19 A	28-May-19 A
A41790	Fab./Deliver Rebar - Level 2	4	0	100%	20-May-19 A	31-May-19 A
A41830	Prepare/Submit Rebar shop drawings for Class Room Bldg. Lvl. 4	15	0	100%	28-May-19 A	06-Jun-19 A
A41820	Fab./Deliver Rebar - Level 3	4	0	100%	03-Jun-19 A	06-Jun-19 A
A41840	A/E Rev./App Rebar shop drawings for Class Room Bldg. Lvl. 4	10	0	100%	07-Jun-19 A	19-Jun-19 A
A41850	Fab./Deliver Rebar - Level 4	4	0	100%	20-Jun-19 A	27-Jun-19 A
Structural & Misc. Steel						
A8780	Prepare/Submit Structural Steel Shop Dwgs. & Submittals	20	0	100%	01-Mar-19 A	08-Mar-19 A
A8790	A/E-Skanska Rev./App Structural Steel Shop Dwgs. & Submittals	15	0	100%	11-Mar-19 A	21-Mar-19 A
A8800	Fab./Deliver Roof Steel Framing	45	0	100%	20-May-19 A	07-Aug-19 A
A8900	Prepare/Submit Roof Davits (Substitution)	10	0	100%	27-May-19 A	04-Jun-19 A
A8910	A/E Rev./App Roof Davits (Substitution)	10	0	100%	03-Jun-19 A	07-Jun-19 A
A8920	Fab./Deliver Roof Davits (Substitution)	10	0	100%	09-Sep-19 A	20-Sep-19 A
Masonry						
A41880	Prepare/Submit Masonry Samples & Submittals	20	0	100%	15-Apr-19 A	17-Apr-19 A
A41890	A/E-Skanska Rev./App Masonry Samples & Submittals	15	0	100%	18-Apr-19 A	26-Apr-19 A



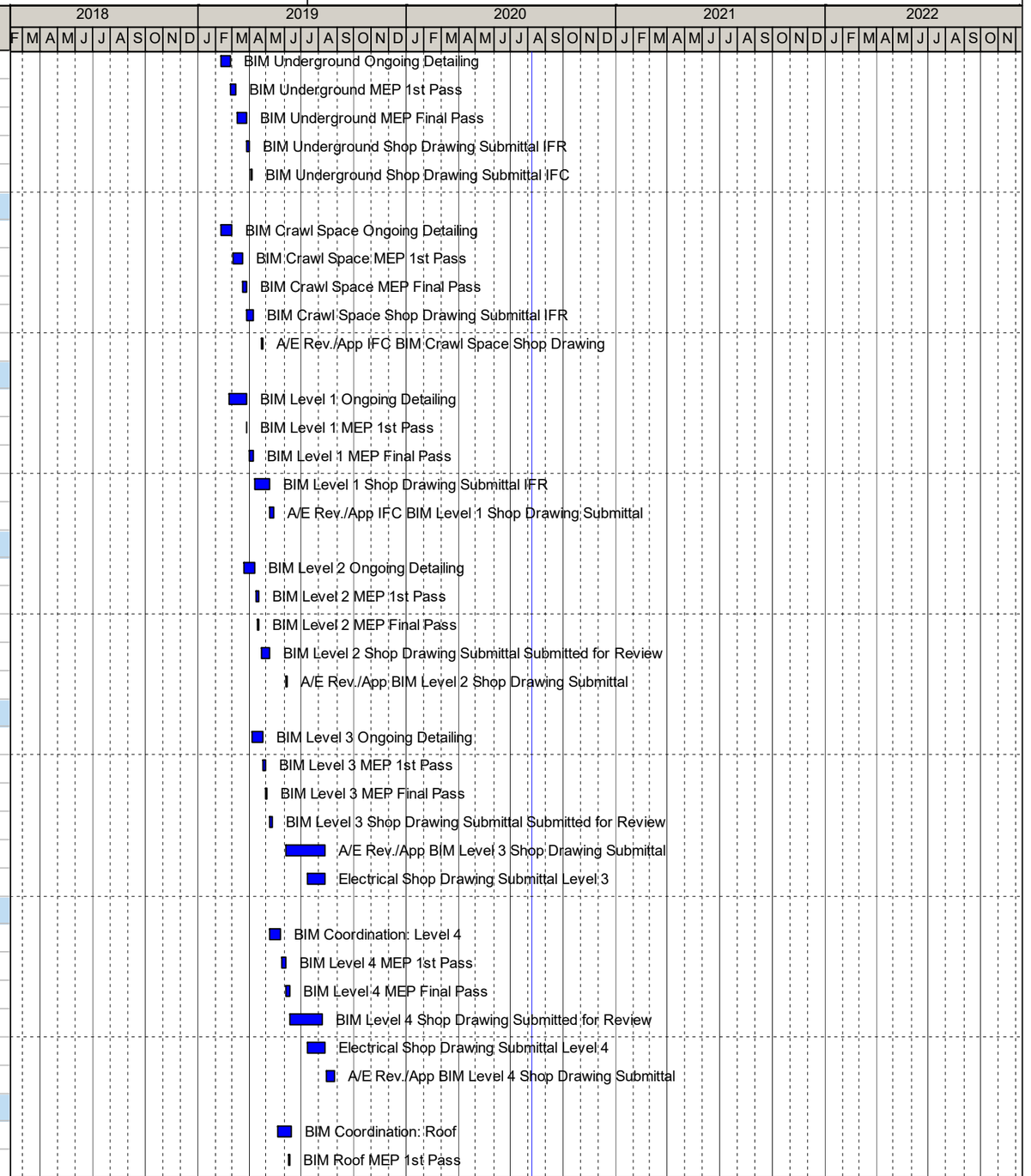
Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A41900	Fab./Deliver Brick	80	0	100%	10-Jun-19 A	03-Oct-19 A
Doors, Frames & Hardware						
A41960	Fab./Ship HM Frames Level 1 Exterior	15	0	100%	03-Jun-19 A	09-Jul-19 A
A41970	Fab./Ship HM Frames Level 1Interior	20	0	100%	01-Jul-19 A	09-Jul-19 A
A41990	Fab./Ship HM Frames Level 3 Interior	20	0	100%	29-Jul-19 A	29-Aug-19 A
A41980	Fab./Ship HM Frames Level 2 Interior	20	0	100%	29-Jul-19 A	27-Aug-19 A
A42000	Fab./Ship HM Frames Level 4 Interior	20	0	100%	26-Aug-19 A	27-Sep-19 A
Aluminum, Glass & Glazing						
A8870	Prepare/Submit Curtain Wall (& Fins) Shop Dwgs.	20	0	100%	22-Mar-19 A	23-Apr-19 A
A8840	Prepare/Submit Punch Window Glass Submittal	20	0	100%	22-Mar-19 A	21-May-19 A
A8810	Prepare/Submit Punch Window Framing Shop Drawings	2	0	100%	22-Apr-19 A	23-Apr-19 A
A8880	A/E Rev./App Curtain Wall (& Fins) Shop Dwgs.	15	0	100%	24-Apr-19 A	24-May-19 A
A8820	A/E Rev./App Punch Window Framing Shop Drawings	15	0	100%	24-Apr-19 A	24-May-19 A
A8850	A/E Rev./App Punch Window Glass Submittal	15	0	100%	22-May-19 A	31-May-19 A
A8860	Fab./Deliver Ext. Punch Window Glass	20	0	100%	02-Sep-19 A	06-Sep-19 A
A8830	Fab./Deliver Ext. Punch Window Framing	20	0	100%	02-Sep-19 A	10-Sep-19 A
A8890	Fab./Deliver Curtain Wall (& Fins) Framing & Glazing	50	0	100%	18-Sep-19 A	26-Nov-19 A
Drywall, Acoustical, & Plaster						
A41720	Prepare & Submit Corridor Wood Ceiling Material Samples	20	0	100%	22-Apr-19 A	05-Jun-19 A
A41690	Prepare & Submit Corridor Wood Ceiling Shop Dwgs.	20	0	100%	20-May-19 A	20-Jun-19 A
A41730	A/E Review/App. Wood Ceiling Material Samples	10	0	100%	06-Jun-19 A	13-Jun-19 A
A41700	A/E Review/App. Wood Ceiling Shop Dwgs.	10	0	100%	21-Jun-19 A	18-Jul-19 A
A41710	Fab./Deliver Corridor Wood Ceilings	50	0	100%	21-Oct-19 A	06-Jan-20 A
Carpet & Resilient Flooring						
A41330	Fab./Delv. Terrazzo Stair Treads	40	0	100%	01-Jan-20 A	23-Jan-20 A
Kitchen Equipment						
K115-440	Fab./Deliver Kitchen Hoods(s) - K115	30	0	100%	01-Jan-20 A	16-Jan-20 A
K317-440	Fab./Deliver Kitchen Hoods(s) - K317	30	0	100%	01-Jan-20 A	07-Jan-20 A
K405-440	Fab./Deliver Kitchen Hoods(s) - K405	30	0	100%	01-Jan-20 A	14-Jan-20 A
K404-440	Fab./Deliver Kitchen Hoods(s) - K404	30	0	100%	01-Jan-20 A	11-Feb-20 A
PL1-440	Fab./Deliver Kitchen Hoods(s) - PL1	30	0	100%	02-Jan-20 A	17-Jan-20 A
P209-440	Fab./Deliver Kitchen Hoods(s) - PL2	30	0	100%	02-Jan-20 A	17-Jan-20 A
K208-440	Fab./Deliver Kitchen Hoods(s) - K208	30	0	100%	02-Jan-20 A	17-Jan-20 A
Elevators						
A6200	Develop/Submit Elevator Shop Dwgs./Data	30	0	100%	01-Feb-19 A	01-Mar-19 A
A6210	A/E Rev./App. Elevator Shop Dwgs./Data	15	0	100%	04-Mar-19 A	15-Mar-19 A
A6230	Fabricate/Deliver Service Elevator	60	0	100%	19-Aug-19 A	22-Nov-19 A
A6250	Fab/Deliver Hoist Beam & Life Beam for Service Elevator	5	0	100%	09-Sep-19 A	13-Sep-19 A
A6240	Fab/Deliver Hoist Beam & Life Beam for Passenger Elevator	5	0	100%	01-Oct-19 A	02-Oct-19 A
A6220	Fabricate/Deliver Passenger Elevator	60	0	100%	24-Oct-19 A	12-Feb-20 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
Fire Protection						
A42080	Prepare/Submit Fire Pump Submittals	20	0	100%	22-Mar-19 A	23-Apr-19 A
A42090	A/E Rev./App Fire Pump Submittals	15	0	100%	24-Apr-19 A	24-May-19 A
A42100	Fab./Deliver Fire Pumps (local storage)	10	0	100%	27-Aug-19 A	24-Feb-20 A
Electrical						
A8140	Fab./Deliver Transformer (T12)	5	0	100%	05-Aug-19 A	09-Oct-19 A
A42110	Fab. Deliver MSB	5	0	100%	12-Aug-19 A	25-Oct-19 A
A42120	Fab. Deliver XFMRs (Dry Type)	15	0	100%	26-Aug-19 A	27-Sep-19 A
A8160	Fab. Deliver ATS (2)	15	0	100%	09-Sep-19 A	04-Nov-19 A
Mechanical Equipment						
A40380	A/E Rev./App RTU Submittals	10	0	100%	25-Mar-19 A	27-Mar-19 A
A40400	A/E Rev./AppMAHU Submittals	10	0	100%	25-Mar-19 A	26-Mar-19 A
A40360	Prepare/Submit RTU Submittals	20	0	100%	27-Mar-19 A	28-Mar-19 A
A40390	Prepare/Submit MAHU Submittals	20	0	100%	27-Mar-19 A	28-Mar-19 A
A40430	Prepare/Submit FCUs Submittals	20	0	100%	27-Mar-19 A	28-Mar-19 A
A40440	A/E Rev./App FCUs Submittals	10	0	100%	28-Mar-19 A	30-Mar-19 A
A40350	Fab./Deliver RTU-1, RTU-2	70	0	100%	05-Aug-19 A	09-Oct-19 A
A40420	Fab./Deliver MAHU-1,-2,-3,-4 (local storage)	50	0	100%	12-Aug-19 A	10-Oct-19 A
A40460	Fab./Deliver FCUs	50	0	100%	12-Aug-19 A	23-Aug-19 A
Exterior Mock Up						
Material Procurement						
BIMCS160	Finalize Mock Up Design/Materials	20	0	100%	22-Feb-19 A	08-Mar-19 A
A41660	Prepare/Submit Mock-UP Window/ CW/Fins Shop Drawings	20	0	100%	01-Mar-19 A	05-Mar-19 A
A41670	A/E Rev./App Punch Window Framing Shop Drawings	15	0	100%	06-Mar-19 A	19-Mar-19 A
A41680	Fab./Deliver Ext. Window/ CW/Fins	35	0	100%	19-Apr-19 A	09-Jul-19 A
BIMCS170	Procure Brick for Mock Up	50	0	100%	01-May-19 A	19-Aug-19 A
Construction/Approval						
BIMCS180	Excavate & FRP Extrior Mock Up SOG	5	0	100%	09-May-19 A	21-May-19 A
BIMCS220	Metal Stud Framing & Sheathing	3	0	100%	13-Jun-19 A	19-Jun-19 A
BIMCS230	Waterproofing/Airbarriers	2	0	100%	27-Jun-19 A	28-Jun-19 A
BIMCS240	Install Brick at Mock Up	1	0	100%	26-Aug-19 A	26-Aug-19 A
BIMCS260	Install Curtain Wall/Punch Windows	2	0	100%	27-Aug-19 A	28-Aug-19 A
BIMCS250	Install Metal Panel	2	0	100%	27-Aug-19 A	28-Aug-19 A
BIMCS190	Install Plaster Soffet	2	0	100%	09-Sep-19 A	12-Dec-19 A
BIMCS280	Install Metal Coping Cap	2	0	100%	01-Nov-19 A	22-Nov-19 A
BIMCS270	Install Glass Fin	1	0	100%	15-Nov-19 A	15-Nov-19 A
BIMCS200	A/E Final Mock-Up Review/Approval	3	0	100%	25-Nov-19 A	27-Nov-19 A
BIM Coordination						
Underground						
A41550	BIM Coordination Kickoff Meeting & Mobilization	4	0	100%	29-Jan-19 A	01-Feb-19 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
BIMUG100	BIM Underground Ongoing Detailing	10	0	100%	11-Feb-19 A	26-Feb-19 A
BIMUG110	BIM Underground MEP 1st Pass	5	0	100%	27-Feb-19 A	08-Mar-19 A
BIMUG120	BIM Underground MEP Final Pass	5	0	100%	11-Mar-19 A	26-Mar-19 A
BIMUG130	BIM Underground Shop Drawing Submittal IFR	5	0	100%	27-Mar-19 A	02-Apr-19 A
BIMUG140	BIM Underground Shop Drawing Submittal IFC	5	0	100%	03-Apr-19 A	05-Apr-19 A
Crawlspace						
BIMCS100	BIM Crawl Space Ongoing Detailing	15	0	100%	11-Feb-19 A	01-Mar-19 A
BIMCS110	BIM Crawl Space MEP 1st Pass	5	0	100%	04-Mar-19 A	20-Mar-19 A
BIMCS120	BIM Crawl Space MEP Final Pass	5	0	100%	21-Mar-19 A	26-Mar-19 A
BIMCS130	BIM Crawl Space Shop Drawing Submittal IFR	5	0	100%	27-Mar-19 A	08-Apr-19 A
BIMCS140	A/E Rev./App IFC BIM Crawl Space Shop Drawing	5	0	100%	22-Apr-19 A	25-Apr-19 A
Level 1						
BIML1100	BIM Level 1 Ongoing Detailing	15	0	100%	25-Feb-19 A	26-Mar-19 A
BIML1110	BIM Level 1 MEP 1st Pass	10	0	100%	27-Mar-19 A	28-Mar-19 A
BIML1120	BIM Level 1 MEP Final Pass	5	0	100%	02-Apr-19 A	09-Apr-19 A
BIML1130	BIM Level 1 Shop Drawing Submittal IFR	5	0	100%	10-Apr-19 A	06-May-19 A
BIML1140	A/E Rev./App IFC BIM Level 1 Shop Drawing Submittal	5	0	100%	07-May-19 A	13-May-19 A
Level 2						
BIML2100	BIM Level 2 Ongoing Detailing	15	0	100%	22-Mar-19 A	11-Apr-19 A
BIML2110	BIM Level 2 MEP 1st Pass	10	0	100%	12-Apr-19 A	17-Apr-19 A
BIML2120	BIM Level 2 MEP Final Pass	5	0	100%	15-Apr-19 A	17-Apr-19 A
BIML2130	BIM Level 2 Shop Drawing Submittal Submitted for Review	5	0	100%	22-Apr-19 A	07-May-19 A
BIML2140	A/E Rev./App BIM Level 2 Shop Drawing Submittal	5	0	100%	03-Jun-19 A	07-Jun-19 A
Level 3						
BIM L3100	BIM Level 3 Ongoing Detailing	15	0	100%	05-Apr-19 A	25-Apr-19 A
BIML3110	BIM Level 3 MEP 1st Pass	10	0	100%	26-Apr-19 A	30-Apr-19 A
BIML3120	BIM Level 3 MEP Final Pass	5	0	100%	01-May-19 A	03-May-19 A
BIML3130	BIM Level 3 Shop Drawing Submittal Submitted for Review	5	0	100%	06-May-19 A	10-May-19 A
BIML3140	A/E Rev./App BIM Level 3 Shop Drawing Submittal	5	0	100%	03-Jun-19 A	12-Aug-19 A
BIML3150	Electrical Shop Drawing Submittal Level 3	5	0	100%	12-Jul-19 A	12-Aug-19 A
Level 4						
BIML4100	BIM Coordination: Level 4	15	0	100%	06-May-19 A	24-May-19 A
BIML4110	BIM Level 4 MEP 1st Pass	10	0	100%	28-May-19 A	04-Jun-19 A
BIML4120	BIM Level 4 MEP Final Pass	5	0	100%	05-Jun-19 A	11-Jun-19 A
BIML4130	BIM Level 4 Shop Drawing Submitted for Review	5	0	100%	12-Jun-19 A	08-Aug-19 A
BIML4150	Electrical Shop Drawing Submittal Level 4	5	0	100%	12-Jul-19 A	12-Aug-19 A
BIML4140	A/E Rev./App BIM Level 4 Shop Drawing Submittal	5	0	100%	13-Aug-19 A	27-Aug-19 A
Roof						
BIMRF100	BIM Coordination: Roof	15	0	100%	20-May-19 A	12-Jun-19 A
BIMRF110	BIM Roof MEP 1st Pass	5	0	100%	10-Jun-19 A	12-Jun-19 A



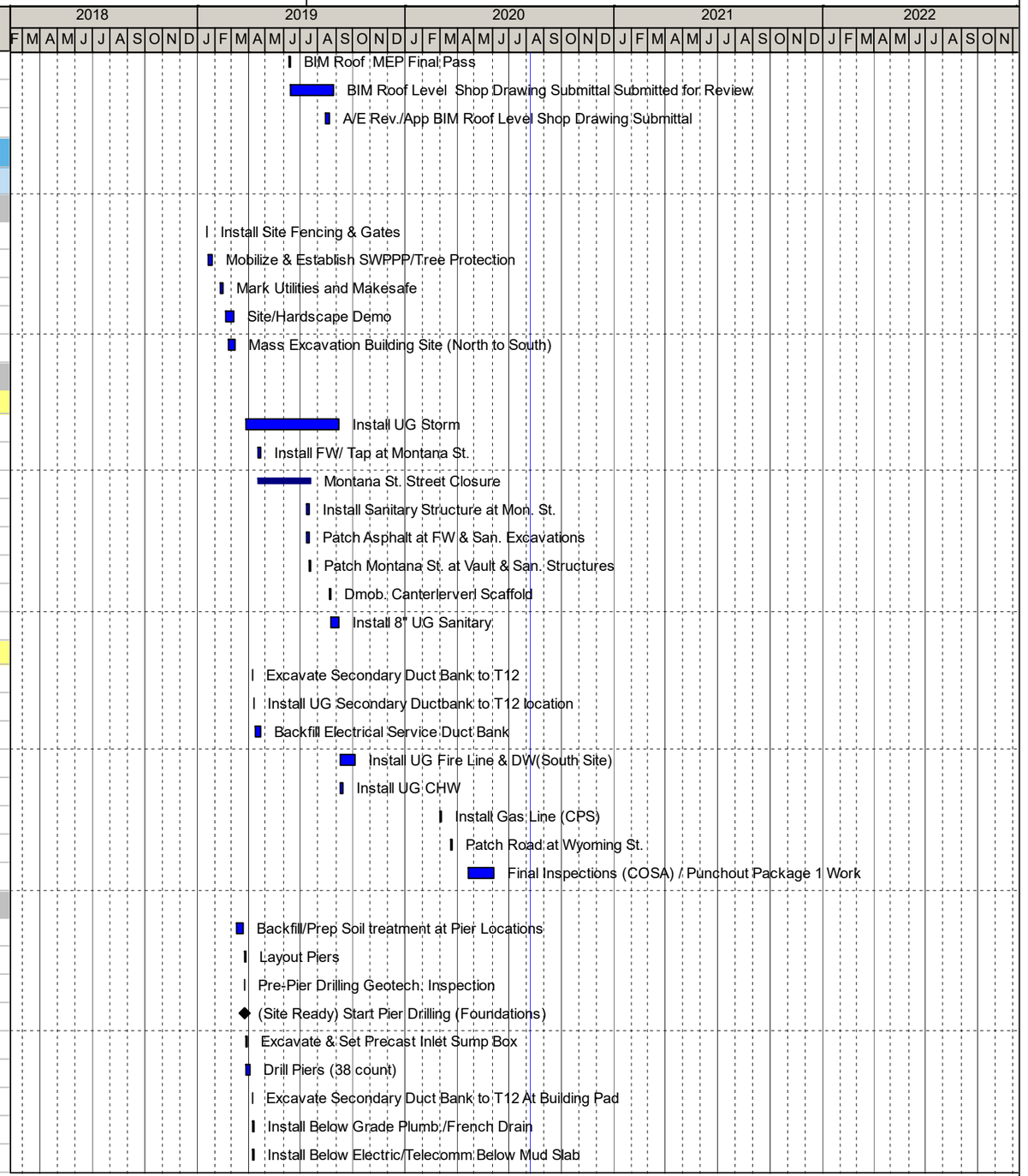
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
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Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

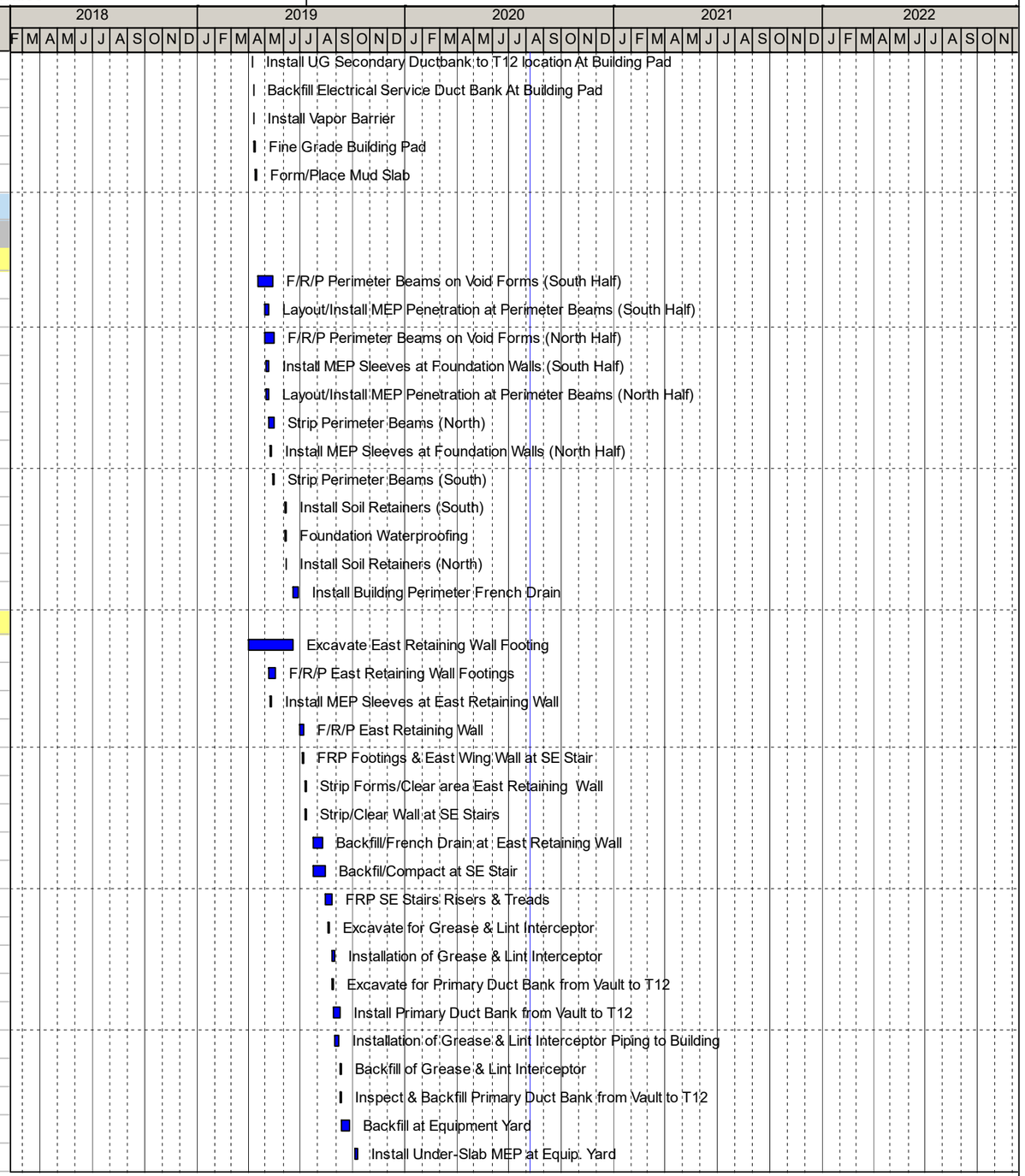
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Date	Revision	Checked	Approved

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
BIMRF120	BIM Roof MEP Final Pass	5	0	100%	11-Jun-19 A	13-Jun-19 A
BIMRF130	BIM Roof Level Shop Drawing Submittal Submitted for Review	5	0	100%	13-Jun-19 A	28-Aug-19 A
BIMRF140	A/E Rev./App BIM Roof Level Shop Drawing Submittal	5	0	100%	15-Aug-19 A	21-Aug-19 A
Construction						
Initial Work: Early Site, Utilities & Piers						
Initial Site Work						
A2180	Install Site Fencing & Gates	3	0	100%	17-Jan-19 A	18-Jan-19 A
A2160	Mobilize & Establish SWPPP/Tree Protection	5	0	100%	21-Jan-19 A	28-Jan-19 A
A2210	Mark Utilities and Makesafe	5	0	100%	11-Feb-19 A	15-Feb-19 A
A2150	Site/Hardscape Demo	10	0	100%	20-Feb-19 A	05-Mar-19 A
A2200	Mass Excavation Building Site (North to South)	30	0	100%	26-Feb-19 A	08-Mar-19 A
Site Utilities						
North Site						
A2340	Install UG Storm	10	0	100%	27-Mar-19 A	06-Sep-19 A
A2350	Install FW/ Tap at Montana St.	3	0	100%	19-Apr-19 A	23-Apr-19 A
A2450	Montana St. Street Closure	0	0	100%	19-Apr-19 A	18-Jul-19 A
A2310	Install Sanitary Structure at Mon. St.	3	0	100%	12-Jul-19 A	16-Jul-19 A
A2370	Patch Asphalt at FW & San. Excavations	2	0	100%	12-Jul-19 A	15-Jul-19 A
A2360	Patch Montana St. at Vault & San. Structures	2	0	100%	17-Jul-19 A	18-Jul-19 A
A2520	Dmob. Canterlerverl Scaffold	5	0	100%	21-Aug-19 A	23-Aug-19 A
A2320	Install 8" UG Sanitary	5	0	100%	23-Aug-19 A	06-Sep-19 A
South Site						
A2430	Excavate Secondary Duct Bank to T12	2	0	100%	08-Apr-19 A	09-Apr-19 A
A2300	Install UG Secondary Ductbank to T12 location	2	0	100%	10-Apr-19 A	11-Apr-19 A
A2440	Backfill Electrical Service Duct Bank	2	0	100%	12-Apr-19 A	22-Apr-19 A
A2380	Install UG Fire Line & DW(South Site)	5	0	100%	09-Sep-19 A	04-Oct-19 A
A2330	Install UG CHW	5	0	100%	09-Sep-19 A	13-Sep-19 A
A2400	Install Gas Line (CPS)	5	0	100%	02-Mar-20 A	04-Mar-20 A
A2390	Patch Road at Wyoming St.	2	0	100%	20-Mar-20 A	23-Mar-20 A
A7560	Final Inspections (COSA) / Punchout Package 1 Work	10	0	100%	20-Apr-20 A	05-Jun-20 A
Foundations & Subgrade						
A7590	Backfill/Prep Soil treatment at Pier Locations	2	0	100%	11-Mar-19 A	22-Mar-19 A
A7430	Layout Piers	2	0	100%	25-Mar-19 A	27-Mar-19 A
A7580	Pre-Pier Drilling Geotech. Inspection	1	0	100%	25-Mar-19 A	25-Mar-19 A
A8050	(Site Ready) Start Pier Drilling (Foundations)	0	0	100%	26-Mar-19 A	
A7540	Excavate & Set Precast Inlet Sump Box	2	0	100%	28-Mar-19 A	29-Mar-19 A
A7440	Drill Piers (38 count)	12	0	100%	28-Mar-19 A	03-Apr-19 A
A41740	Excavate Secondary Duct Bank to T12 At Building Pad	1	0	100%	08-Apr-19 A	08-Apr-19 A
A7460	Install Below Grade Plumb./French Drain	3	0	100%	08-Apr-19 A	10-Apr-19 A
A7570	Install Below Electric/Telecomm Below Mud Slab	3	0	100%	08-Apr-19 A	10-Apr-19 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A41750	Install UG Secondary Ductbank to T12 location At Building Pad	1	0	100%	09-Apr-19 A	09-Apr-19 A
A41760	Backfill Electrical Service Duct Bank At Building Pad	1	0	100%	10-Apr-19 A	10-Apr-19 A
A7470	Install Vapor Barrier	3	0	100%	11-Apr-19 A	12-Apr-19 A
A7450	Fine Grade Building Pad	2	0	100%	11-Apr-19 A	12-Apr-19 A
A7390	Form/Place Mud Slab	3	0	100%	13-Apr-19 A	15-Apr-19 A
Structure, Exterior, Interior Build Out						
Structure						
Below Grade						
A7520	F/R/P Perimeter Beams on Void Forms (South Half)	10	0	100%	17-Apr-19 A	13-May-19 A
A8000	Layout/Install MEP Penetration at Perimeter Beams (South Half)	3	0	100%	29-Apr-19 A	06-May-19 A
A7600	F/R/P Perimeter Beams on Void Forms (North Half)	7	0	100%	01-May-19 A	15-May-19 A
A7610	Install MEP Sleeves at Foundation Walls (South Half)	3	0	100%	02-May-19 A	07-May-19 A
A8010	Layout/Install MEP Penetration at Perimeter Beams (North Half)	3	0	100%	03-May-19 A	07-May-19 A
A8110	Strip Perimeter Beams (North)	3	0	100%	08-May-19 A	17-May-19 A
A9940	Install MEP Sleeves at Foundation Walls (North Half)	3	0	100%	08-May-19 A	10-May-19 A
A8090	Strip Perimeter Beams (South)	3	0	100%	14-May-19 A	16-May-19 A
A8100	Install Soil Retainers (South)	3	0	100%	03-Jun-19 A	05-Jun-19 A
A7530	Foundation Waterproofing	5	0	100%	03-Jun-19 A	07-Jun-19 A
A8120	Install Soil Retainers (North)	2	0	100%	06-Jun-19 A	07-Jun-19 A
A8130	Install Building Perimeter French Drain	8	0	100%	17-Jun-19 A	28-Jun-19 A
East Retaining Wall, Stairs, & Equipment Yard						
A9900	Excavate East Retaining Wall Footing	3	0	100%	02-Apr-19 A	17-Jun-19 A
A9920	F/R/P East Retaining Wall Footings	8	0	100%	07-May-19 A	18-May-19 A
A10010	Install MEP Sleeves at East Retaining Wall	2	0	100%	09-May-19 A	10-May-19 A
A10020	F/R/P East Retaining Wall	15	0	100%	01-Jul-19 A	08-Jul-19 A
A9910	FRP Footings & East Wing Wall at SE Stair	5	0	100%	04-Jul-19 A	08-Jul-19 A
A7680	Strip Forms/Clear area East Retaining Wall	7	0	100%	09-Jul-19 A	11-Jul-19 A
A7840	Strip/Clear Wall at SE Stairs	2	0	100%	09-Jul-19 A	11-Jul-19 A
A7690	Backfill/French Drain at East Retaining Wall	10	0	100%	23-Jul-19 A	09-Aug-19 A
A7770	Backfil/Compact at SE Stair	3	0	100%	23-Jul-19 A	13-Aug-19 A
A7780	FRP SE Stairs Risers & Treads	5	0	100%	14-Aug-19 A	26-Aug-19 A
A9930	Excavate for Grease & Lint Interceptor	2	0	100%	19-Aug-19 A	20-Aug-19 A
A10080	Installation of Grease & Lint Interceptor	3	0	100%	26-Aug-19 A	30-Aug-19 A
A8070	Excavate for Primary Duct Bank from Vault to T12	2	0	100%	26-Aug-19 A	27-Aug-19 A
A10060	Install Primary Duct Bank from Vault to T12	2	0	100%	28-Aug-19 A	10-Sep-19 A
A10100	Installation of Grease & Lint Interceptor Piping to Building	4	0	100%	30-Aug-19 A	05-Sep-19 A
A10090	Backfill of Grease & Lint Interceptor	3	0	100%	09-Sep-19 A	11-Sep-19 A
A10070	Inspect & Backfill Primary Duct Bank from Vault to T12	2	0	100%	10-Sep-19 A	11-Sep-19 A
A10030	Backfill at Equipment Yard	10	0	100%	12-Sep-19 A	25-Sep-19 A
A10040	Install Under-Slab MEP at Equip. Yard	5	0	100%	04-Oct-19 A	10-Oct-19 A



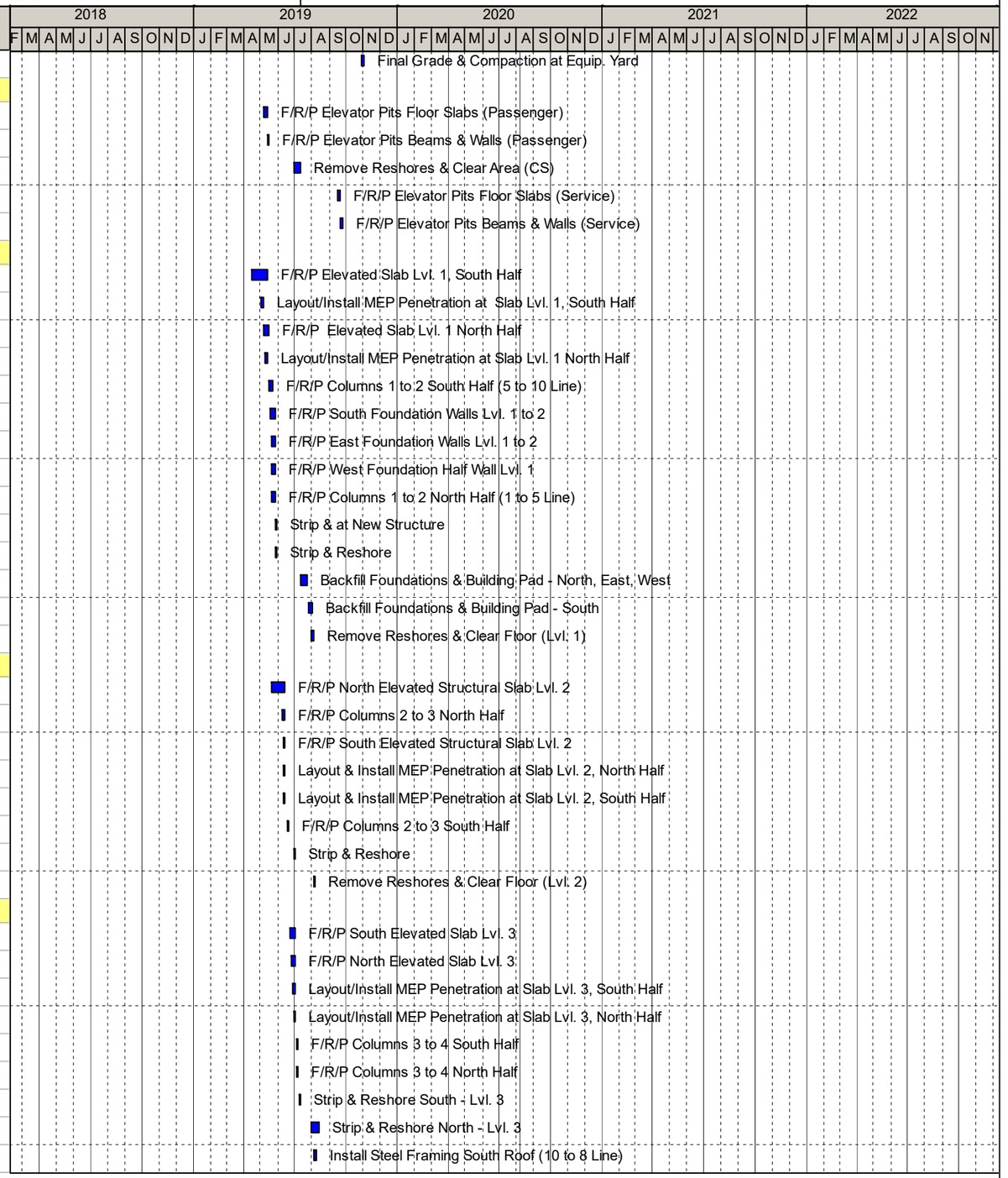
Remaining Level of Effort
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Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

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Date	Revision	Checked	Approved
			384

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A10110	Final Grade & Compaction at Equip. Yard	5	0	100%	28-Oct-19 A	01-Nov-19 A
Crawl Space						
A7410	F/R/P Elevator Pits Floor Slabs (Passenger)	5	0	100%	08-May-19 A	13-May-19 A
A7420	F/R/P Elevator Pits Beams & Walls (Passenger)	7	0	100%	13-May-19 A	17-May-19 A
A7980	Remove Reshores & Clear Area (CS)	5	0	100%	01-Jul-19 A	12-Jul-19 A
A41940	F/R/P Elevator Pits Floor Slabs (Service)	5	0	100%	16-Sep-19 A	20-Sep-19 A
A41950	F/R/P Elevator Pits Beams & Walls (Service)	7	0	100%	20-Sep-19 A	25-Sep-19 A
Level 1						
A7510	F/R/P Elevated Slab Lvl. 1, South Half	8	0	100%	16-Apr-19 A	13-May-19 A
A8020	Layout/Install MEP Penetration at Slab Lvl. 1, South Half	3	0	100%	03-May-19 A	07-May-19 A
A7480	F/R/P Elevated Slab Lvl. 1 North Half	8	0	100%	06-May-19 A	15-May-19 A
A8030	Layout/Install MEP Penetration at Slab Lvl. 1 North Half	3	0	100%	09-May-19 A	13-May-19 A
A7820	F/R/P Columns 1 to 2 South Half (5 to 10 Line)	5	0	100%	16-May-19 A	22-May-19 A
A7620	F/R/P South Foundation Walls Lvl. 1 to 2	10	0	100%	18-May-19 A	28-May-19 A
A7630	F/R/P East Foundation Walls Lvl. 1 to 2	5	0	100%	21-May-19 A	28-May-19 A
A7670	F/R/P West Foundation Half Wall Lvl. 1	5	0	100%	21-May-19 A	28-May-19 A
A7830	F/R/P Columns 1 to 2 North Half (1 to 5 Line)	5	0	100%	21-May-19 A	28-May-19 A
A7500	Strip & at New Structure	9	0	100%	28-May-19 A	31-May-19 A
A8440	Strip & Reshore	5	0	100%	29-May-19 A	31-May-19 A
A7490	Backfill Foundations & Building Pad - North, East, West	7	0	100%	12-Jul-19 A	22-Jul-19 A
A8080	Backfill Foundations & Building Pad - South	5	0	100%	26-Jul-19 A	01-Aug-19 A
A7550	Remove Reshores & Clear Floor (Lvl. 1)	5	0	100%	30-Jul-19 A	05-Aug-19 A
Level 2						
A8430	F/R/P North Elevated Structural Slab Lvl. 2	8	0	100%	22-May-19 A	12-Jun-19 A
A40550	F/R/P Columns 2 to 3 North Half	5	0	100%	10-Jun-19 A	13-Jun-19 A
A8530	F/R/P South Elevated Structural Slab Lvl. 2	8	0	100%	10-Jun-19 A	14-Jun-19 A
A8550	Layout & Install MEP Penetration at Slab Lvl. 2, North Half	3	0	100%	10-Jun-19 A	12-Jun-19 A
A8540	Layout & Install MEP Penetration at Slab Lvl. 2, South Half	3	0	100%	11-Jun-19 A	13-Jun-19 A
A40540	F/R/P Columns 2 to 3 South Half	5	0	100%	17-Jun-19 A	21-Jun-19 A
A8390	Strip & Reshore	5	0	100%	01-Jul-19 A	02-Jul-19 A
A8450	Remove Reshores & Clear Floor (Lvl. 2)	5	0	100%	05-Aug-19 A	08-Aug-19 A
Level 3						
A8380	F/R/P South Elevated Slab Lvl. 3	8	0	100%	24-Jun-19 A	03-Jul-19 A
A8370	F/R/P North Elevated Slab Lvl. 3	8	0	100%	26-Jun-19 A	03-Jul-19 A
A8480	Layout/Install MEP Penetration at Slab Lvl. 3, South Half	3	0	100%	28-Jun-19 A	02-Jul-19 A
A8560	Layout/Install MEP Penetration at Slab Lvl. 3, North Half	3	0	100%	01-Jul-19 A	03-Jul-19 A
A40560	F/R/P Columns 3 to 4 South Half	5	0	100%	05-Jul-19 A	08-Jul-19 A
A40570	F/R/P Columns 3 to 4 North Half	5	0	100%	05-Jul-19 A	08-Jul-19 A
A8520	Strip & Reshore South - Lvl. 3	3	0	100%	10-Jul-19 A	11-Jul-19 A
A8420	Strip & Reshore North - Lvl. 3	5	0	100%	30-Jul-19 A	13-Aug-19 A
A8490	Install Steel Framing South Roof (10 to 8 Line)	4	0	100%	05-Aug-19 A	09-Aug-19 A



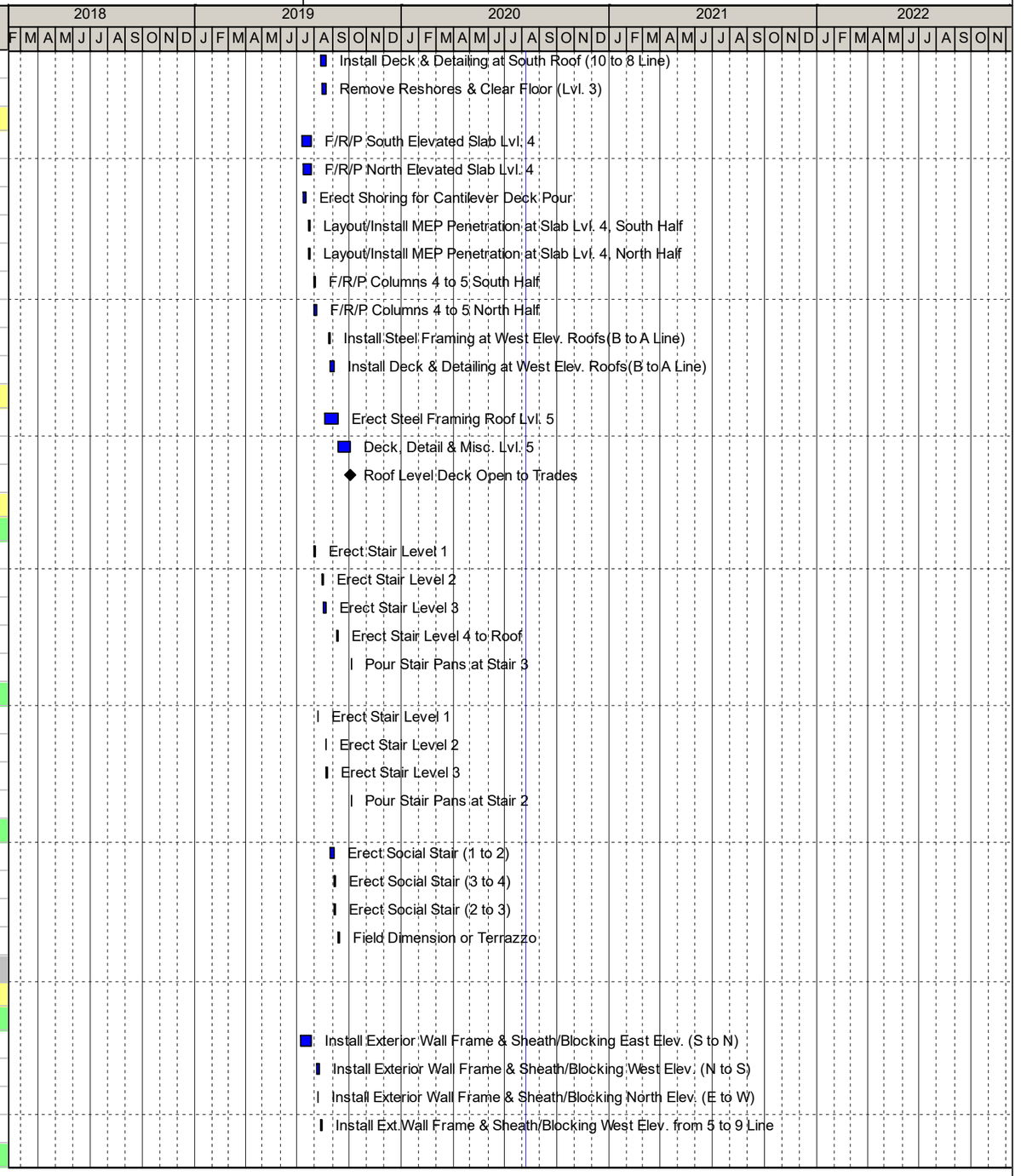
Remaining Level of Effort
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Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
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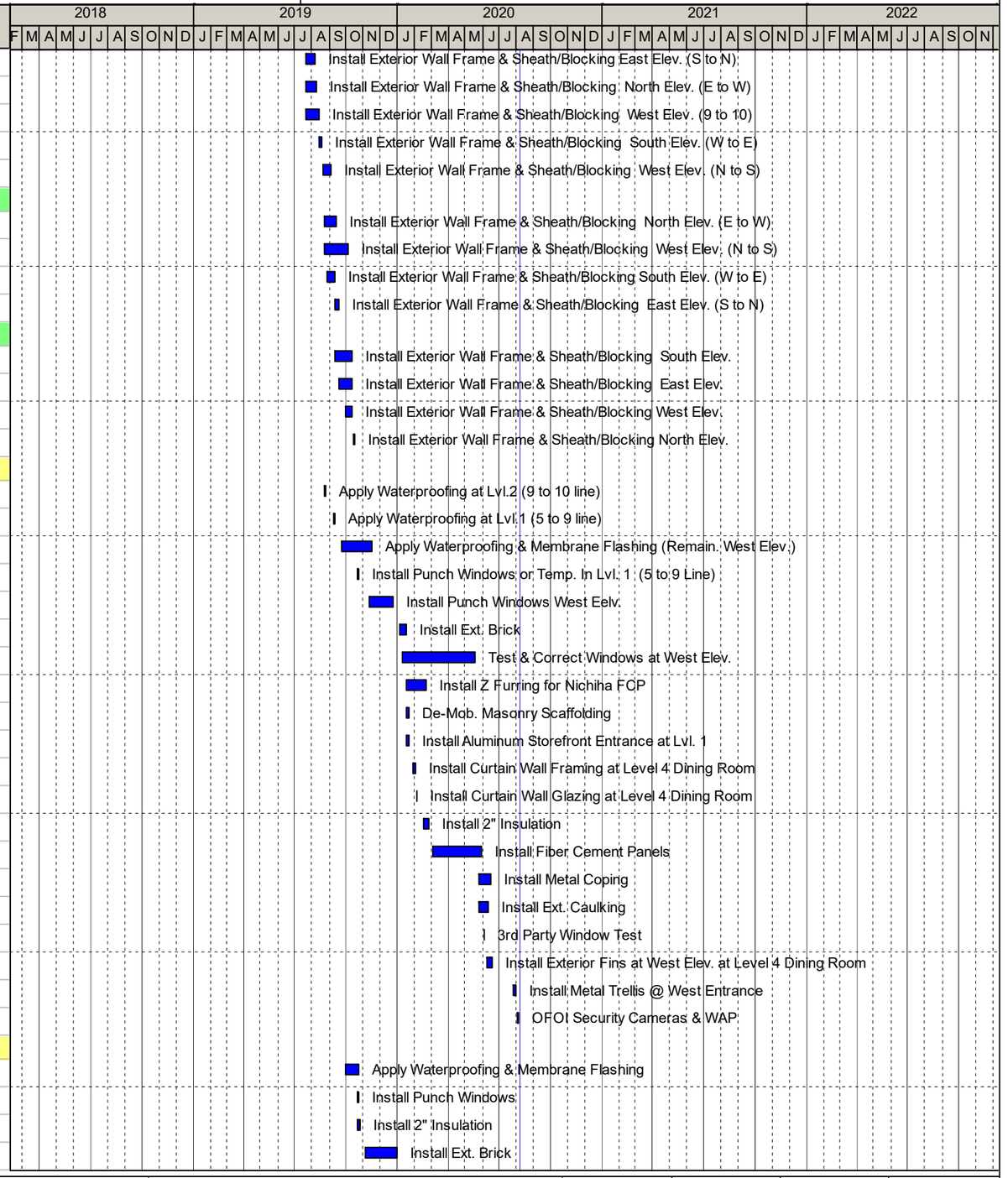
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Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A8500	Install Deck & Detailing at South Roof (10 to 8 Line)	7	0	100%	12-Aug-19 A	20-Aug-19 A
A8460	Remove Reshores & Clear Floor (Lvl. 3)	5	0	100%	14-Aug-19 A	20-Aug-19 A
Level 4						
A8410	F/R/P South Elevated Slab Lvl. 4	8	0	100%	09-Jul-19 A	26-Jul-19 A
A8400	F/R/P North Elevated Slab Lvl. 4	8	0	100%	11-Jul-19 A	26-Jul-19 A
A8470	Erect Shoring for Cantilever Deck Pour	3	0	100%	12-Jul-19 A	16-Jul-19 A
A8570	Layout/Install MEP Penetration at Slab Lvl. 4, South Half	3	0	100%	22-Jul-19 A	24-Jul-19 A
A8580	Layout/Install MEP Penetration at Slab Lvl. 4, North Half	3	0	100%	22-Jul-19 A	24-Jul-19 A
A40580	F/R/P Columns 4 to 5 South Half	5	0	100%	01-Aug-19 A	03-Aug-19 A
A40590	F/R/P Columns 4 to 5 North Half	5	0	100%	01-Aug-19 A	05-Aug-19 A
A9050	Install Steel Framing at West Elev. Roofs(B to A Line)	2	0	100%	26-Aug-19 A	27-Aug-19 A
A9060	Install Deck & Detailing at West Elev. Roofs(B to A Line)	5	0	100%	28-Aug-19 A	04-Sep-19 A
Roof Level 5						
A7640	Erect Steel Framing Roof Lvl. 5	8	0	100%	19-Aug-19 A	10-Sep-19 A
A7650	Deck, Detail & Misc. Lvl. 5	10	0	100%	11-Sep-19 A	03-Oct-19 A
A7660	Roof Level Deck Open to Trades	0	0	100%	03-Oct-19 A	
Stairs						
Stair 3						
A41170	Erect Stair Level 1	3	0	100%	30-Jul-19 A	01-Aug-19 A
A41180	Erect Stair Level 2	3	0	100%	13-Aug-19 A	15-Aug-19 A
A41190	Erect Stair Level 3	3	0	100%	16-Aug-19 A	20-Aug-19 A
A41200	Erect Stair Level 4 to Roof	3	0	100%	09-Sep-19 A	11-Sep-19 A
A41210	Pour Stair Pans at Stair 3	1	0	100%	04-Oct-19 A	04-Oct-19 A
Stair 2						
A41220	Erect Stair Level 1	3	0	100%	06-Aug-19 A	08-Aug-19 A
A41240	Erect Stair Level 2	3	0	100%	21-Aug-19 A	22-Aug-19 A
A41260	Erect Stair Level 3	3	0	100%	22-Aug-19 A	23-Aug-19 A
A41230	Pour Stair Pans at Stair 2	1	0	100%	04-Oct-19 A	04-Oct-19 A
Social Stair 1						
A41270	Erect Social Stair (1 to 2)	3	0	100%	29-Aug-19 A	03-Sep-19 A
A41290	Erect Social Stair (3 to 4)	3	0	100%	04-Sep-19 A	06-Sep-19 A
A41280	Erect Social Stair (2 to 3)	3	0	100%	04-Sep-19 A	06-Sep-19 A
A41320	Field Dimension or Terrazzo	2	0	100%	12-Sep-19 A	13-Sep-19 A
Exterior Skin						
Exterior Framing & Sheathing						
Level 1						
A40600	Install Exterior Wall Frame & Sheath/Blocking East Elev. (S to N)	4	0	100%	08-Jul-19 A	27-Jul-19 A
A40640	Install Exterior Wall Frame & Sheath/Blocking West Elev. (N to S)	2	0	100%	05-Aug-19 A	09-Aug-19 A
A40620	Install Exterior Wall Frame & Sheath/Blocking North Elev. (E to W)	1	0	100%	06-Aug-19 A	07-Aug-19 A
A40610	Install Ext.Wall Frame & Sheath/Blocking West Elev. from 5 to 9 Line	2	0	100%	12-Aug-19 A	13-Aug-19 A
Level 2						



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A40670	Install Exterior Wall Frame & Sheath/Blocking East Elev. (S to N)	4	0	100%	22-Jul-19 A	08-Aug-19 A
A40710	Install Exterior Wall Frame & Sheath/Blocking North Elev. (E to W)	3	0	100%	22-Jul-19 A	09-Aug-19 A
A40790	Install Exterior Wall Frame & Sheath/Blocking West Elev. (9 to 10)	2	0	100%	22-Jul-19 A	14-Aug-19 A
A40830	Install Exterior Wall Frame & Sheath/Blocking South Elev. (W to E)	3	0	100%	15-Aug-19 A	19-Aug-19 A
A40750	Install Exterior Wall Frame & Sheath/Blocking West Elev. (N to S)	3	0	100%	20-Aug-19 A	04-Sep-19 A
Level 3						
A40950	Install Exterior Wall Frame & Sheath/Blocking North Elev. (E to W)	4	0	100%	23-Aug-19 A	13-Sep-19 A
A40990	Install Exterior Wall Frame & Sheath/Blocking West Elev. (N to S)	4	0	100%	23-Aug-19 A	04-Oct-19 A
A40870	Install Exterior Wall Frame & Sheath/Blocking South Elev. (W to E)	3	0	100%	27-Aug-19 A	10-Sep-19 A
A40890	Install Exterior Wall Frame & Sheath/Blocking East Elev. (S to N)	5	0	100%	12-Sep-19 A	18-Sep-19 A
Level 4						
A41030	Install Exterior Wall Frame & Sheath/Blocking South Elev.	3	0	100%	11-Sep-19 A	11-Oct-19 A
A41050	Install Exterior Wall Frame & Sheath/Blocking East Elev.	4	0	100%	19-Sep-19 A	11-Oct-19 A
A41150	Install Exterior Wall Frame & Sheath/Blocking West Elev.	4	0	100%	01-Oct-19 A	11-Oct-19 A
A41110	Install Exterior Wall Frame & Sheath/Blocking North Elev.	4	0	100%	14-Oct-19 A	17-Oct-19 A
West Elevation						
EXT W 1120	Apply Waterproofing at Lvl.2 (9 to 10 line)	2	0	100%	23-Aug-19 A	26-Aug-19 A
EXT W 1130	Apply Waterproofing at Lvl.1 (5 to 9 line)	2	0	100%	09-Sep-19 A	10-Sep-19 A
EXT W 1020	Apply Waterproofing & Membrane Flashing (Remain. West Elev.)	10	0	100%	23-Sep-19 A	15-Nov-19 A
EXT W 1140	Install Punch Windows or Temp. In Lvl. 1 (5 to 9 Line)	3	0	100%	22-Oct-19 A	24-Oct-19 A
EXT W 1050	Install Punch Windows West Eelv.	10	0	100%	12-Nov-19 A	24-Dec-19 A
EXT W 1030	Install Ext. Brick	10	0	100%	06-Jan-20 A	16-Jan-20 A
EXT W 1160	Test & Correct Windows at West Elev.	5	0	100%	10-Jan-20 A	20-May-20 A
EXT W 1190	Install Z Furring for Nichiha FCP	10	0	100%	16-Jan-20 A	21-Feb-20 A
EXT W 1100	De-Mob. Masonry Scaffolding	3	0	100%	17-Jan-20 A	21-Jan-20 A
EXT W 1180	Install Aluminum Storefront Entrance at Lvl. 1	3	0	100%	17-Jan-20 A	21-Jan-20 A
EXT W 1060	Install Curtain Wall Framing at Level 4 Dining Room	10	0	100%	29-Jan-20 A	03-Feb-20 A
EXT W 1080	Install Curtain Wall Glazing at Level 4 Dining Room	4	0	100%	04-Feb-20 A	06-Feb-20 A
EXT W 1090	Install 2" Insulation	3	0	100%	17-Feb-20 A	25-Feb-20 A
EXT W 1150	Install Fiber Cement Panels	10	0	100%	05-Mar-20 A	30-May-20 A
EXT W 1070	Install Metal Coping	7	0	100%	26-May-20 A	16-Jun-20 A
EXT W 1040	Install Ext. Caulking	5	0	100%	26-May-20 A	11-Jun-20 A
EXT W 1200	3rd Party Window Test	1	0	100%	05-Jun-20 A	05-Jun-20 A
EXT W 1110	Install Exterior Fins at West Elev. at Level 4 Dining Room	3	0	100%	08-Jun-20 A	19-Jun-20 A
EXT W 1210	Install Metal Trellis @ West Entrance	3	0	100%	27-Jul-20 A	31-Jul-20 A
EXT W 1170	OFOI Security Cameras & WAP	3	0	100%	03-Aug-20 A	05-Aug-20 A
North Elevation						
EXT N 1020	Apply Waterproofing & Membrane Flashing	5	0	100%	30-Sep-19 A	24-Oct-19 A
EXT N 1050	Install Punch Windows	5	0	100%	22-Oct-19 A	23-Oct-19 A
EXT N 1120	Install 2" Insulation	5	0	100%	22-Oct-19 A	25-Oct-19 A
EXT N 1030	Install Ext. Brick	10	0	100%	04-Nov-19 A	31-Dec-19 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
EXT N 1090	De-Mob. Masonry Scaffolding	3	0	100%	02-Jan-20 A	06-Jan-20 A
EXT N 1140	Install Storefront Entrance at Lvl. 1	3	0	100%	06-Jan-20 A	08-Jan-20 A
EXT N 1070	Install Metal Coping	3	0	100%	09-Jan-20 A	04-Feb-20 A
EXT N 1040	Install Ext. Caulking	5	0	100%	10-Jan-20 A	16-Jan-20 A
EXT N 1160	Mob. Z Furring/Fiber Cement	5	0	100%	24-Jan-20 A	30-Jan-20 A
EXT N 1060	Install Curtain Wall Framing at Level 4 Dining Room	3	0	100%	04-Feb-20 A	06-Feb-20 A
EXT N 1080	Install Curtain Wall Glazing at Level 4 Dining Room	3	0	100%	07-Feb-20 A	11-Feb-20 A
EXT N 1110	Install Z Furring for Nichiha FCP	5	0	100%	06-Mar-20 A	12-Mar-20 A
EXT N 1130	Install Fiber Cement Panels	5	0	100%	30-May-20 A	02-Jun-20 A
EXT N 1170	Install Stucco Soffit	5	0	100%	08-Jul-20 A	15-Jul-20 A
EXT N 1100	Install Metal Trellis at Bldg. Entrance - North	3	0	100%	27-Jul-20 A	31-Jul-20 A
EXT N 1150	OFOI Security Cameras & WAP	3	0	100%	04-Aug-20 A	06-Aug-20 A
East Elevation						
EXT E 1020	Apply Waterproofing & Membrane Flashing	7	0	100%	25-Sep-19 A	14-Nov-19 A
EXT E 1150	Install Ext. Brick at East Retaining Wall	1	0	100%	01-Oct-19 A	25-Oct-19 A
EXT E 1050	Install Punch Windows (frames)	5	0	100%	02-Oct-19 A	15-Oct-19 A
EXT E 1090	Install 2" Insulation	5	0	100%	25-Oct-19 A	31-Oct-19 A
EXT E 1030	Install Ext. Brick	20	0	100%	01-Nov-19 A	17-Jan-20 A
EXT E 1080	De-Mob. Masonry Scaffolding	10	0	100%	24-Dec-19 A	08-Jan-20 A
EXT E 1070	Install Metal Coping	7	0	100%	09-Jan-20 A	28-Feb-20 A
EXT E 1060	Install Exterior Doors	2	0	100%	22-Jan-20 A	23-Jan-20 A
EXT E 1120	Infill Frame & Sheath at Buck Hoist Leave-Out	5	0	100%	03-Feb-20 A	10-Feb-20 A
EXT E 1180	Set Remaining Lintels at Buck Hoist Leave-Out	2	0	100%	21-Feb-20 A	24-Feb-20 A
EXT E 1130	Infill Waterproofing at Buck Hoist Leave-Out	3	0	100%	25-Feb-20 A	27-Feb-20 A
EXT E 1040	Install Ext. Caulking	5	0	100%	25-Feb-20 A	02-Mar-20 A
EXT E 1110	Install Ext. Louver	2	0	100%	06-Mar-20 A	09-Mar-20 A
EXT E 1160	Install Windows at Buck Hoist Leave Out	2	0	100%	13-Mar-20 A	16-Mar-20 A
EXT E 1140	Install Brick at Buck Hoist Leave Out	5	0	100%	17-Mar-20 A	01-Apr-20 A
EXT E 1100	OFOI Security Cameras & WAP	3	0	100%	04-Aug-20 A	06-Aug-20 A
South Elevation						
EXT S 1100	Apply Waterproofing at Lvl.2	2	0	100%	23-Aug-19 A	27-Aug-19 A
EXT S 1110	Install Punch Windows at Level 2 (frames)	2	0	100%	09-Sep-19 A	24-Oct-19 A
EXT S 1020	Apply Waterproofing & Membrane Flashing atl Lvl.3 & Up	5	0	100%	14-Oct-19 A	29-Oct-19 A
EXT S 1050	Install Punch Windows (3 & 4)	5	0	100%	21-Oct-19 A	24-Oct-19 A
EXT S 1120	Install 2" Insulation at Level 2 (including West & East at Lecture Hall)	2	0	100%	02-Dec-19 A	03-Dec-19 A
EXT S 1080	Install Ext. Brick at Level 2 (including West & East at Lecture Hall)	8	0	100%	02-Dec-19 A	06-Dec-19 A
EXT S 1060	Install 2" Insulation - Levels 3&4	5	0	100%	05-Dec-19 A	11-Dec-19 A
EXT S 1030	Install Ext. Brick - Levels 3&4	10	0	100%	02-Jan-20 A	09-Jan-20 A
EXT S 1090	De-Mob. Masonry Scaffolding	3	0	100%	07-Jan-20 A	09-Jan-20 A
EXT S 1040	Install Ext. Caulking	5	0	100%	07-Jan-20 A	09-Jan-20 A



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EXT S 1170	Install Z Furring for Nichiha FCP	3	0	100%	24-Feb-20 A	26-Feb-20 A
EXT S 1150	Install Aluminum Store Front at Lvl. 2	2	0	100%	01-Apr-20 A	02-Apr-20 A
EXT S 1140	Install Fiber Cement Panels (Lvl. 2/Grade)	2	0	100%	11-May-20 A	05-Jun-20 A
EXT S 1070	Install Metal Coping	3	0	100%	05-Jun-20 A	11-Jun-20 A
EXT S 1130	Install Metal Trellis at Bldg. Entrance - South Elev.	3	0	100%	27-Jul-20 A	30-Jul-20 A
EXT S 1160	OFOI Security Cameras & WAP	3	0	100%	04-Aug-20 A	06-Aug-20 A
A5555	Develop Skanska Ext. Completion List	2	2	0%	07-Aug-20 A	10-Aug-20
A5556	Work Off Skanska Ext. Completion List	5	5	0%	11-Aug-20	17-Aug-20
Roof						
South Roof (Level 3)						
ROOF S130	Install Roof Drains at South End (Level 3)	2	0	100%	21-Aug-19 A	22-Aug-19 A
ROOF S120	Install Roof Blocking & Parapet Sheathing	5	0	100%	09-Sep-19 A	13-Sep-19 A
ROOF S110	Install Roof at South End 10 to 8 Line (Level 3)	5	0	100%	16-Sep-19 A	20-Sep-19 A
West Roofs (Levels 4&5)						
ROOF W120	Install Roof Drains at West Elev. (Level 4)	2	0	100%	22-Aug-19 A	23-Aug-19 A
ROOF W140	Install Roof Drains at West Elev (Level 4.5)	2	0	100%	22-Aug-19 A	23-Aug-19 A
ROOF W110	Install Roof at West Elev. (Level 4)	3	0	100%	24-Oct-19 A	18-Nov-19 A
ROOF W100	Install Roof at West Elev (Level 4.5)	4	0	100%	19-Nov-19 A	22-Nov-19 A
ROOF W130	Install Waterproofing at Slab Depression (Herb Garden) (Level 4)	2	0	100%	06-Jan-20 A	07-Jan-20 A
Main Roof (Level 5)						
ROOF M120	Install Roof MEP Penetrations & Drains	10	0	100%	25-Sep-19 A	10-Oct-19 A
ROOF M100	Install Roof Curbs for Equipment	10	0	100%	25-Sep-19 A	03-Oct-19 A
ROOF M300	Install Roof Tie-Back Anchors	10	0	100%	25-Sep-19 A	03-Oct-19 A
ROOF M310	Flash/Dry In Mech. Curbs	2	0	100%	04-Oct-19 A	07-Oct-19 A
ROOF M110	Install Parapet/Roof Blocking at Main Roof	10	0	100%	21-Oct-19 A	31-Oct-19 A
ROOF M170	Install Ext. Framing & Sheathing at Dining Room Pop-Up	5	0	100%	23-Oct-19 A	30-Oct-19 A
ROOF M160	Install Exterior Sheathing & Blocking at Stair 3 Penthouse	3	0	100%	24-Oct-19 A	29-Oct-19 A
ROOF M130	Exterior Wall Framing at Stair 3 Penthouse	3	0	100%	24-Oct-19 A	25-Oct-19 A
ROOF M140	Install Parapet Waterproofing	5	0	100%	25-Oct-19 A	31-Oct-19 A
ROOF M210	Install Roof at Main Roof 60' (Level 5)	10	0	100%	05-Nov-19 A	14-Nov-19 A
ROOF M230	Install Roof at North End Dining (Pop Up 68')	2	0	100%	15-Nov-19 A	18-Nov-19 A
ROOF M180	Apply Waterproofing & Membrane Flashing at Stair 3 Penthouse	2	0	100%	15-Nov-19 A	18-Nov-19 A
ROOF M200	Install Roof at Stair 3 (Penthouse)	2	0	100%	19-Nov-19 A	20-Nov-19 A
ROOF W170	Install Roof Ladders	2	0	100%	10-Dec-19 A	11-Dec-19 A
ROOF W180	Install Roof Walk Pads	2	0	100%	02-Mar-20 A	04-Mar-20 A
ROOF M150	Install Mechanical Screen Wall	5	0	100%	20-Apr-20 A	13-May-20 A
ROOF W150	Develop Skanska Roof Completion List	2	0	100%	20-May-20 A	07-Aug-20 A
ROOF M190	Install Fiber Cement Panels at Dining Pop-Up	2	0	100%	08-Jun-20 A	09-Jun-20 A
ROOF W160	Work Off Skanska Roof Completion List	5	5	0%	07-Aug-20 A	13-Aug-20
Roof Mechanical						
ROOF M220	Set OFCI RTU's	2	0	100%	21-Oct-19 A	23-Oct-19 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
ROOF M260	Install RTU Electrical Rough	5	0	100%	24-Oct-19 A	19-Dec-19 A
ROOF M240	Install CWS, CWR Piping and Connections from Floor Below	10	0	100%	15-Nov-19 A	13-Dec-19 A
ROOF M290	Set MAHUs	2	0	100%	15-Nov-19 A	18-Nov-19 A
ROOF M270	Pull Wire & Terminate for RTUs	5	0	100%	13-Dec-19 A	19-Dec-19 A
ROOF M250	Make Final Duct Connections to RTUs/MAHUs from Floor Below	5	0	100%	18-Dec-19 A	30-Dec-19 A
ROOF M280	Start Up RTUs for Temp Condition Air	1	0	100%	10-Jan-20 A	10-Jan-20 A
Interior Build-Out						
Crawl Space						
A7990	Start Crawl Space Work	0	0	100%	15-Jul-19 A	
CS-100	Install MEP Hangers	5	0	100%	15-Jul-19 A	19-Jul-19 A
CS-140	Clear Out/Clean Crawl Space	10	0	100%	12-Aug-19 A	23-Aug-19 A
CS-120	Install Plumbing Lines (Drains & Trap Primers) at CS	15	0	100%	19-Aug-19 A	23-Aug-19 A
CS-160	OH Elec. Rough at CS	7	0	100%	20-Aug-19 A	23-Aug-19 A
CS-220	FRP Remaining Walls at Crawl Space Access	4	0	100%	26-Aug-19 A	29-Aug-19 A
CS-150	Mob. Spray Insulation	5	0	100%	26-Aug-19 A	09-Sep-19 A
CS-110	Install CS Spray Insulation	5	0	100%	10-Sep-19 A	16-Sep-19 A
CS-130	Install Exhaust Duct at CS	7	0	100%	30-Sep-19 A	10-Oct-19 A
CS-170	Pull Wire at CS	3	0	100%	04-Oct-19 A	08-Oct-19 A
CS-180	Install Light Fixtures at CS	2	0	100%	09-Oct-19 A	10-Oct-19 A
CS-190	Develop Skanska Completion List	5	0	100%	01-Apr-20 A	02-Apr-20 A
CS-200	Work Off Completion List	3	0	100%	03-Apr-20 A	10-Apr-20 A
CS-210	Crawl Space Area Complete	0	0	100%		10-Apr-20 A
Level 1						
Back of House Mech./Elec. Rooms						
A41160	Back of House MEP Rooms Temp Dry	0	0	100%		20-Sep-19 A
Fire Pump Room						
A41420	Layout/RFP Housekeeping Pads	2	0	100%	14-Aug-19 A	15-Aug-19 A
A41430	Set Fire Pumps	2	0	100%	25-Feb-20 A	26-Feb-20 A
Emergency Power Room						
A41410	Layout/RFP Housekeeping Pads	2	0	100%	14-Aug-19 A	15-Aug-19 A
A42060	Set XFMR T1SA	5	0	100%	15-Oct-19 A	21-Oct-19 A
A41470	Set Switchgear & Panels	2	0	100%	24-Oct-19 A	25-Oct-19 A
A41500	Rough In/Pull Feeders for Emergency Power	40	0	100%	28-Oct-19 A	05-Dec-19 A
A41570	Set/Install ATS (2)	5	0	100%	05-Nov-19 A	11-Nov-19 A
Electrical Room						
A41400	Layout/RFP Housekeeping Pads	2	0	100%	14-Aug-19 A	15-Aug-19 A
A41480	Set Switchgear & Panels	2	0	100%	04-Oct-19 A	07-Oct-19 A
A41620	Rough In/Pull Feeders for Building Power	40	0	100%	08-Oct-19 A	21-Nov-19 A
A42070	Set XFMR T1NA	5	0	100%	15-Oct-19 A	21-Oct-19 A
A42050	Set/Install Switchboard MSB	5	0	100%	22-Oct-19 A	24-Oct-19 A
Mech. Pump Room						
A41390	Layout/RFP Housekeeping Pads	2	0	100%	14-Aug-19 A	15-Aug-19 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A41490	Set CHW Pumps	2	0	100%	23-Sep-19 A	24-Sep-19 A
Rough-In						
A1-110	Start Level 1	0	0	100%	29-Jul-19 A	
A1-130	Layout MEP Block Outs at Priority Walls	2	0	100%	29-Jul-19 A	31-Jul-19 A
A1-120	Layout Walls	4	0	100%	30-Jul-19 A	31-Jul-19 A
A1-150	Frame Priority Walls	3	0	100%	05-Aug-19 A	07-Aug-19 A
A1-850	MEP & FP Hangers	5	0	100%	06-Aug-19 A	14-Aug-19 A
A1-190	Install OH Duct Mains	8	0	100%	06-Aug-19 A	23-Aug-19 A
A1-100	Install Rain Leaders,Piping	2	0	100%	06-Aug-19 A	07-Aug-19 A
A1-160	Top out Priority Walls	2	0	100%	08-Aug-19 A	13-Aug-19 A
A1-180	Seal Top of Walls	1	0	100%	14-Aug-19 A	14-Aug-19 A
A1-650	Tape, Float, Finish Top of Priority Walls	3	0	100%	14-Aug-19 A	16-Aug-19 A
A1-220	Install Grease Exhaust Duct	15	0	100%	15-Aug-19 A	10-Sep-19 A
A1-200	OH Elec/LV/FA Rough-In	10	0	100%	19-Aug-19 A	06-Sep-19 A
A1-260	Install OH Duct Branches	10	0	100%	23-Aug-19 A	06-Sep-19 A
A1-270	FP Mains	10	0	100%	26-Aug-19 A	06-Sep-19 A
A1-240	Inst. OH Chill Water Piping	15	0	100%	26-Aug-19 A	06-Sep-19 A
A1-210	Install VAVs, FCUs, FPBs	10	0	100%	26-Aug-19 A	06-Sep-19 A
A1-230	OH Plumb. Rough-In	15	0	100%	26-Aug-19 A	06-Sep-19 A
A1-290	Frame Remaining Part. Walls	10	0	100%	23-Sep-19 A	30-Sep-19 A
A1-140	Deliver Door Frames	1	0	100%	24-Sep-19 A	25-Sep-19 A
A1-300	Plumb. In-Wall Rough-in	15	0	100%	25-Sep-19 A	02-Oct-19 A
A1-360	Install In-Wall Blocking	5	0	100%	04-Oct-19 A	10-Oct-19 A
A1-350	Install FP Branches	5	0	100%	04-Oct-19 A	10-Oct-19 A
A1-280	Install Sink/Toilet Carriers	3	0	100%	04-Oct-19 A	08-Oct-19 A
A1-330	Elec./LV/FA In-Wall Rough-in	10	0	100%	09-Oct-19 A	22-Oct-19 A
A1-820	OFOI BMS Controls IW Rough	10	0	100%	31-Oct-19 A	13-Nov-19 A
A1-170	OFOI BMS Controls OH Rough	10	0	100%	11-Nov-19 A	18-Dec-19 A
A1-390	IW Inspections & Corrections	2	0	100%	14-Nov-19 A	27-Nov-19 A
A1-310	OH MEP Inspections: Pre-Insulation	2	0	100%	25-Nov-19 A	26-Nov-19 A
A1-430	Frame Hard Ceilings & Soffits	3	0	100%	29-Nov-19 A	03-Dec-19 A
A1-420	Pull Branch Wire	7	0	100%	29-Nov-19 A	05-Dec-19 A
A1-400	Hang Sheetrock Walls	8	0	100%	02-Dec-19 A	20-Dec-19 A
A1-410	Tape/Float/Finish Walls	10	0	100%	09-Dec-19 A	17-Jan-20 A
A1-480	Install MEP Drops to Hard Ceilings	3	0	100%	13-Dec-19 A	17-Dec-19 A
A1-830	OFOI AV & Security Wire and Equip Install	10	0	100%	19-Dec-19 A	24-Jan-20 A
A1-910	Install Floor Trough Hangers & Supports Lvl. 1 Kitchens- PR 28	2	0	100%	20-Dec-19 A	23-Dec-19 A
A1-880	Plumbing IW Rough-In Revisions at Lvl. 1 Production Kitchen & Basic Skil	4	0	100%	20-Dec-19 A	26-Dec-19 A
A1-370	Install Plywood Backer Board at IDF/MDF Room	2	0	100%	23-Dec-19 A	24-Dec-19 A
A1-930	Install Floor Trough GW & Vent Piping: Lvl. 1 Kitchens- PR 28	4	0	100%	24-Dec-19 A	13-Jan-20 A



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Mi...

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

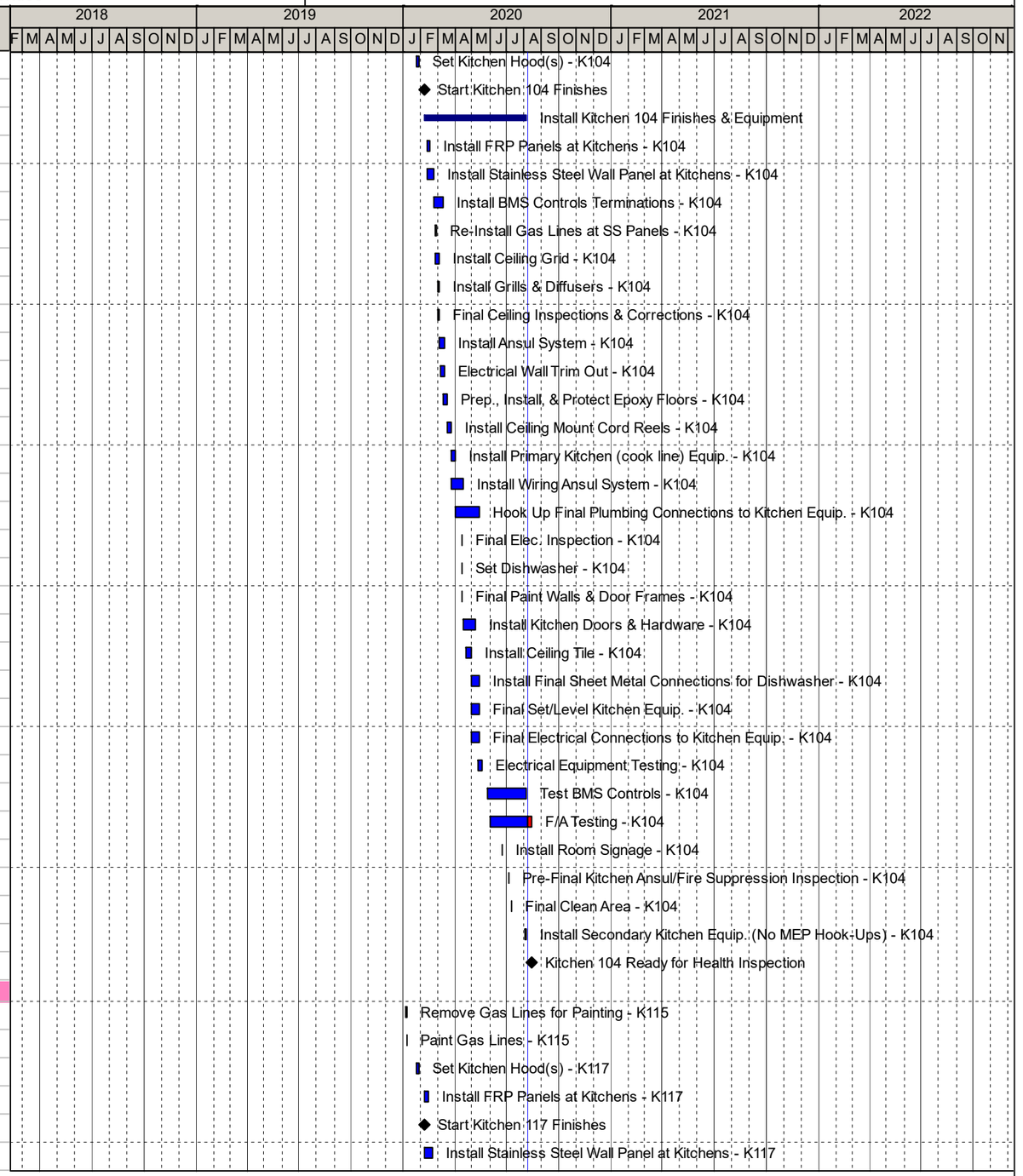
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Date	Revision	Checked	Approved

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A1-380	OH Duct Insulation	10	0	100%	26-Dec-19 A	09-Jan-20 A
A1-320	OH Pipe Insulation	10	0	100%	26-Dec-19 A	09-Jan-20 A
A1-920	Install Floor Trough Rebar/Form-work Lvl. 1 Kitchens- PR 28	4	0	100%	30-Dec-19 A	03-Jan-20 A
A1-340	Inspect/Close Up Chase Walls	5	0	100%	09-Jan-20 A	29-Jan-20 A
A1-890	In-Wall Inspection & Correctionsat Lvl. 1 Production Kitchen & Basic Skills	2	0	100%	10-Jan-20 A	13-Jan-20 A
A1-490	Inspect & Correct at Hard Ceilings	3	0	100%	10-Jan-20 A	14-Jan-20 A
A1-900	Level 1 Complete Drywall & Framing Adjustments at Add. Hose Bibs - PR	2	0	100%	14-Jan-20 A	15-Jan-20 A
A1-940	Install Floor Troughs & Final Connections: Lvl.1 Kitchens- PR 28	2	0	100%	20-Jan-20 A	21-Jan-20 A
A1-470	Prime & 1st Coat Paint	8	0	100%	20-Jan-20 A	29-Jan-20 A
A1-970	Inspect Floor Drain & Piping Lvl. 1 Kitchens- PR 28	3	0	100%	22-Jan-20 A	23-Jan-20 A
A1-950	Pour Back In-Fill at Trough Drains: Lvl. 1 Kitchens- PR 28	2	0	100%	22-Jan-20 A	23-Jan-20 A
A1-980	Skanska QA/QC Lvl. 1 Kitchens- PR 28	2	0	100%	24-Jan-20 A	27-Jan-20 A
A1-520	Hang Board at Hard Ceilings	3	0	100%	24-Jan-20 A	28-Jan-20 A
A1-960	Level 1 Additional Floor Troughs Complete- PR 28	0	0	100%		27-Jan-20 A
A1-530	Tape/Float/Finish Hard Ceilings	5	0	100%	29-Jan-20 A	04-Feb-20 A
A1-570	Prime & 1st Coat Paint Hard Ceilings & Soffits	3	0	100%	07-Feb-20 A	11-Feb-20 A
Finishes						
A1-460	Pre-Grid Inspections & Corrections	2	0	100%	10-Jan-20 A	06-Feb-20 A
A1-500	Install Ceiling Grid & Tile Cuts	5	0	100%	07-Feb-20 A	24-Feb-20 A
A1-640	Install Light Fixtures at Grid Ceilings	5	0	100%	14-Feb-20 A	09-Mar-20 A
A1-510	Install MEP at Grid	5	0	100%	17-Feb-20 A	27-Feb-20 A
A1-550	Install Casework/Millwork	3	0	100%	20-Feb-20 A	24-Feb-20 A
A1-630	Prep. Floors for Flooring	3	0	100%	25-Feb-20 A	27-Feb-20 A
A1-670	Install Casework Counter Tops	3	0	100%	25-Feb-20 A	27-Feb-20 A
A1-560	Final Above Ceiling Inspections & Corrections	2	0	100%	03-Mar-20 A	04-Mar-20 A
A1-590	Install Interior Aluminum Frames	3	0	100%	05-Mar-20 A	09-Mar-20 A
A1-540	MEP Trim at Walls	5	0	100%	06-Mar-20 A	12-Mar-20 A
A1-620	Install Specialities	5	0	100%	20-Mar-20 A	26-Mar-20 A
A1-790	Final Above Ceiling Electrical Inspections & Corrections	2	0	100%	02-Apr-20 A	12-May-20 A
A1-800	Install Ceramic Tile at Public Corridors	10	0	100%	02-Apr-20 A	13-May-20 A
A1-860	Install LVT/Carpet Flooring	6	0	100%	06-Apr-20 A	15-Apr-20 A
A1-680	Final Painting	7	0	100%	13-Apr-20 A	17-Apr-20 A
A1-580	Drop Ceiling Tile	2	0	100%	20-Apr-20 A	13-May-20 A
A1-710	Install Doors & Hardware	5	0	100%	20-Apr-20 A	14-May-20 A
A1-840	Install Wood Slat Ceilings	5	0	100%	27-Apr-20 A	13-May-20 A
A1-720	Final MEP Trim	5	0	100%	04-May-20 A	13-May-20 A
A1-870	Set/Install Laundry Room Appliances	3	0	100%	11-May-20 A	14-May-20 A
A1-730	Install Walk-Off Mat	2	0	100%	26-May-20 A	29-May-20 A
A1-810	Install Interior Signs/Room Identification	3	0	100%	08-Jun-20 A	09-Jun-20 A
Kitchen Lab 104						



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
K104-410	Set Kitchen Hood(s) - K104	3	0	100%	24-Jan-20 A	28-Jan-20 A
K104-400	Start Kitchen 104 Finishes	0	0	100%	07-Feb-20 A	
K104-100	Install Kitchen 104 Finishes & Equipment	50	0	100%	07-Feb-20 A	06-Aug-20 A
K104-430	Install FRP Panels at Kitchens - K104	5	0	100%	11-Feb-20 A	17-Feb-20 A
K104-380	Install Stainless Steel Wall Panel at Kitchens - K104	2	0	100%	11-Feb-20 A	24-Feb-20 A
K104-320	Install BMS Controls Terminations - K104	3	0	100%	24-Feb-20 A	10-Mar-20 A
K104-330	Re-Install Gas Lines at SS Panels - K104	3	0	100%	25-Feb-20 A	27-Feb-20 A
K104-390	Install Ceiling Grid - K104	5	0	100%	27-Feb-20 A	04-Mar-20 A
K104-370	Install Grills & Diffusers - K104	3	0	100%	02-Mar-20 A	04-Mar-20 A
K104-450	Final Ceiling Inspections & Corrections - K104	2	0	100%	02-Mar-20 A	04-Mar-20 A
K104-310	Install Ansul System - K104	2	0	100%	05-Mar-20 A	12-Mar-20 A
K104-160	Electrical Wall Trim Out - K104	5	0	100%	06-Mar-20 A	12-Mar-20 A
K104-140	Prep., Install, & Protect Epoxy Floors - K104	8	0	100%	11-Mar-20 A	18-Mar-20 A
K104-360	Install Ceiling Mount Cord Reels - K104	5	0	100%	19-Mar-20 A	25-Mar-20 A
K104-150	Install Primary Kitchen (cook line) Equip. - K104	4	0	100%	26-Mar-20 A	31-Mar-20 A
K104-120	Install Wiring Ansul System - K104	5	0	100%	26-Mar-20 A	15-Apr-20 A
K104-200	Hook Up Final Plumbing Connections to Kitchen Equip. - K104	10	0	100%	01-Apr-20 A	13-May-20 A
K104-220	Final Elec. Inspection - K104	1	0	100%	13-Apr-20 A	13-Apr-20 A
K104-420	Set Dishwasher - K104	1	0	100%	14-Apr-20 A	14-Apr-20 A
K104-250	Final Paint Walls & Door Frames - K104	2	0	100%	14-Apr-20 A	14-Apr-20 A
K104-260	Install Kitchen Doors & Hardware - K104	1	0	100%	15-Apr-20 A	06-May-20 A
K104-190	Install Ceiling Tile - K104	4	0	100%	20-Apr-20 A	30-Apr-20 A
K104-130	Install Final Sheet Metal Connections for Dishwasher - K104	3	0	100%	30-Apr-20 A	13-May-20 A
K104-240	Final Set/Level Kitchen Equip. - K104	2	0	100%	01-May-20 A	13-May-20 A
K104-170	Final Electrical Connections to Kitchen Equip. - K104	5	0	100%	01-May-20 A	13-May-20 A
K104-230	Electrical Equipment Testing - K104	1	0	100%	12-May-20 A	19-May-20 A
K104-340	Test BMS Controls - K104	1	0	100%	29-May-20 A	06-Aug-20 A
K104-210	F/A Testing - K104	1	5	0%	03-Jun-20 A	13-Aug-20
K104-270	Install Room Signage - K104	1	0	100%	24-Jun-20 A	24-Jun-20 A
K104-290	Pre-Final Kitchen Ansul/Fire Suppression Inspection - K104	1	0	100%	06-Jul-20 A	06-Jul-20 A
K104-180	Final Clean Area - K104	1	0	100%	10-Jul-20 A	10-Jul-20 A
K104-280	Install Secondary Kitchen Equip. (No MEP Hook-Ups) - K104	2	0	100%	03-Aug-20 A	06-Aug-20 A
K104-300	Kitchen 104 Ready for Health Inspection	0	0	0%		13-Aug-20
Kitchen Lab 117						
K115-350	Remove Gas Lines for Painting - K115	1	0	100%	06-Jan-20 A	06-Jan-20 A
K115-340	Paint Gas Lines - K115	1	0	100%	07-Jan-20 A	07-Jan-20 A
K115-410	Set Kitchen Hood(s) - K117	3	0	100%	24-Jan-20 A	28-Jan-20 A
K115-430	Install FRP Panels at Kitchens - K117	5	0	100%	07-Feb-20 A	13-Feb-20 A
K115-400	Start Kitchen 117 Finishes	0	0	100%	07-Feb-20 A	
K115-380	Install Stainless Steel Wall Panel at Kitchens - K117	2	0	100%	07-Feb-20 A	21-Feb-20 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
K115-100	Install Kitchen 117 Finishes & Equipment	48	0	100%	07-Feb-20 A	04-Aug-20 A
K115-320	Install BMS Controls Terminations - K117	3	0	100%	21-Feb-20 A	25-Feb-20 A
K115-330	Re-Install Gas Lines at SS Panels - K117	3	0	100%	24-Feb-20 A	26-Feb-20 A
K115-140	Prep., Install, & Protect Epoxy Floors - K117	8	0	100%	26-Feb-20 A	05-Mar-20 A
K115-390	Install Ceiling Grid - K117	5	0	100%	26-Feb-20 A	03-Mar-20 A
K115-450	Final Ceiling Inspections & Corrections - K117	2	0	100%	03-Mar-20 A	04-Mar-20 A
K115-310	Install Ansul System - K117	2	0	100%	04-Mar-20 A	12-Mar-20 A
K115-370	Install Grills & Diffusers - K117	3	0	100%	06-Mar-20 A	10-Mar-20 A
K115-160	Electrical Wall Trim Out - K117	5	0	100%	06-Mar-20 A	12-Mar-20 A
K115-360	Install Ceiling Mount Cord Reels - K117	5	0	100%	18-Mar-20 A	25-Mar-20 A
K115-420	Set Dishwasher - K117	1	0	100%	26-Mar-20 A	26-Mar-20 A
K115-150	Install Primary Kitchen (cook line) Equip. - K117	4	0	100%	26-Mar-20 A	31-Mar-20 A
K115-120	Install Wiring Ansul System - K117	5	0	100%	26-Mar-20 A	16-Apr-20 A
K115-130	Install final Sheet Metal Connections for Dishwasher - K117	3	0	100%	27-Mar-20 A	31-Mar-20 A
K115-200	Hook Up Final Plumbing Connections to Kitchen Equip. - K117	10	0	100%	01-Apr-20 A	12-May-20 A
K115-260	Install Kitchen Doors & Hardware - K117	1	0	100%	15-Apr-20 A	14-May-20 A
K115-250	Final Paint Walls & Door Frames - K117	2	0	100%	15-Apr-20 A	15-Apr-20 A
K115-190	Install Ceiling Tile - K117	4	0	100%	20-Apr-20 A	30-Apr-20 A
K115-240	Final Set/Level Kitchen Equip. - K117	2	0	100%	01-May-20 A	12-May-20 A
K115-170	Final Electrical Connections to Kitchen Equip. - K117	5	0	100%	01-May-20 A	12-May-20 A
K115-230	Electrical Equipment Testing - K117	1	0	100%	19-May-20 A	23-May-20 A
K115-220	Final Elec. Inspection - K117	1	0	100%	26-May-20 A	26-May-20 A
K115-210	F/A Testing - K117	1	5	0%	03-Jun-20 A	13-Aug-20
K115-270	Install Room Signage - K117	1	0	100%	24-Jun-20 A	24-Jun-20 A
K115-290	Pre-Final Kitchen Ansul/Fire Suppression Inspection - K117	1	0	100%	06-Jul-20 A	06-Jul-20 A
K115-180	Final Clean Area - K117	1	0	100%	10-Jul-20 A	10-Jul-20 A
K115-280	Install Secondary Kitchen Equip. (No MEP Hook-Ups) - K117	2	0	100%	03-Aug-20 A	04-Aug-20 A
K115-300	Kitchen 117 Ready for Health Inspection	0	0	0%		13-Aug-20
Walk-In Freezers						
A9970	Install Finishes & Equipment	40	0	100%	26-Dec-19 A	16-Jan-20 A
Bathrooms						
A1-440	Install Ceramic Tile (Floor & Walls)	5	0	100%	23-Jan-20 A	10-Feb-20 A
A1-610	Install Bathroom Plumbing Fixtures	3	0	100%	25-Feb-20 A	27-Feb-20 A
A1-600	Install Bathroom Millwork & Countertops	2	0	100%	06-Mar-20 A	09-Mar-20 A
A1-660	Install Toilet Portions	5	0	100%	30-Mar-20 A	13-Apr-20 A
A1-690	Install Bathroom Specialties	2	0	100%	14-Apr-20 A	15-Apr-20 A
Punch & Cx						
A1-700	Prelim. TAB	10	0	100%	04-May-20 A	30-Jun-20 A
A1-740	Final TAB Verification	7	0	100%	19-Jun-20 A	30-Jul-20 A
A1-750	Develop Skanska Completion List	1	0	100%	24-Jun-20 A	24-Jun-20 A
A1-760	Work Off Completion List	3	3	0%	25-Jun-20 A	18-Aug-20



Remaining Level of Effort ◆ Mi...
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A1-770	Final Clean	2	2	0%	14-Aug-20	17-Aug-20
A1-780	Level 1 Complete	0	0	0%		18-Aug-20
Level 2						
Rough-In						
A2-110	Start Level 2	0	0	100%	13-Aug-19 A	
A2-120	Layout Walls	4	0	100%	13-Aug-19 A	16-Aug-19 A
A2-100	Install Rain Leaders,Piping	2	0	100%	13-Aug-19 A	14-Aug-19 A
A2-130	Layout MEP Block Outs at Priority Walls	2	0	100%	13-Aug-19 A	14-Aug-19 A
A2-610	MEP & FP Hangers	5	0	100%	15-Aug-19 A	27-Aug-19 A
A2-150	Frame Priority Walls	3	0	100%	21-Aug-19 A	23-Aug-19 A
A2-160	Top out Priority Walls	2	0	100%	23-Aug-19 A	05-Sep-19 A
A2-650	Tape, Float, Finish Top of Priority Walls	3	0	100%	23-Aug-19 A	06-Sep-19 A
A2-240	Inst. OH Chill Water Piping	15	0	100%	03-Sep-19 A	06-Sep-19 A
A2-200	OH Elec/LV/FA Rough-In	10	0	100%	06-Sep-19 A	19-Sep-19 A
A2-190	Install OH Duct Mains	8	0	100%	06-Sep-19 A	17-Sep-19 A
A2-230	OH Plumb. Rough-In	15	0	100%	06-Sep-19 A	21-Oct-19 A
A2-220	Install Grease Exhaust Duct	15	0	100%	06-Sep-19 A	26-Sep-19 A
A2-180	Seal Top of Walls	1	0	100%	06-Sep-19 A	06-Sep-19 A
A2-260	Install OH Duct Branches	10	0	100%	18-Sep-19 A	10-Oct-19 A
A2-210	Install VAVs, FCUs, FPBs	10	0	100%	18-Sep-19 A	01-Oct-19 A
A2-140	Deliver Door Frames	1	0	100%	24-Sep-19 A	25-Sep-19 A
A2-270	FP Mains	10	0	100%	24-Sep-19 A	30-Sep-19 A
A2-290	Frame Remaining Part. Walls	10	0	100%	25-Sep-19 A	30-Sep-19 A
A2-300	Plumb. In-Wall Rough-in	15	0	100%	09-Oct-19 A	24-Oct-19 A
A2-310	OH MEP Inspections: Pre-Insulation	2	0	100%	11-Oct-19 A	14-Oct-19 A
A2-380	OH Duct Insulation	10	0	100%	15-Oct-19 A	19-Dec-19 A
A2-330	Elec./LV/FA In-Wall Rough-in	10	0	100%	16-Oct-19 A	11-Nov-19 A
A2-320	OH Pipe Insulation	10	0	100%	17-Oct-19 A	07-Nov-19 A
A2-350	Install FP Branches	5	0	100%	21-Oct-19 A	24-Oct-19 A
A2-280	Install Sink/Toilet Carriers	3	0	100%	22-Oct-19 A	24-Oct-19 A
A2-360	Install In-Wall Blocking	5	0	100%	24-Oct-19 A	12-Dec-19 A
A2-821	OFOI BMS Controls IW Rough	10	0	100%	31-Oct-19 A	13-Nov-19 A
A2-390	IW Inspections & Corrections	2	0	100%	22-Nov-19 A	25-Nov-19 A
A2-420	Pull Branch Wire	7	0	100%	02-Dec-19 A	05-Dec-19 A
A2-400	Hang Sheetrock Walls	8	0	100%	02-Dec-19 A	27-Dec-19 A
A2-170	OFOI BMS Controls OH Rough	10	0	100%	05-Dec-19 A	18-Dec-19 A
A2-660	Electrical IW Rough-IN Revisions at Bakery - PR 27	6	0	100%	13-Dec-19 A	19-Dec-19 A
A2-630	Electrical IW Rough-IN Revisions at Pastry - PR 27	6	0	100%	13-Dec-19 A	19-Dec-19 A
A2-850	HVAC OR Rough-In Revisions Pastry Hoods - PR 27	6	0	100%	20-Dec-19 A	30-Dec-19 A
A2-670	Plumbing IW Rough-IN Revisions at Pastry - PR 27	6	0	100%	20-Dec-19 A	30-Dec-19 A



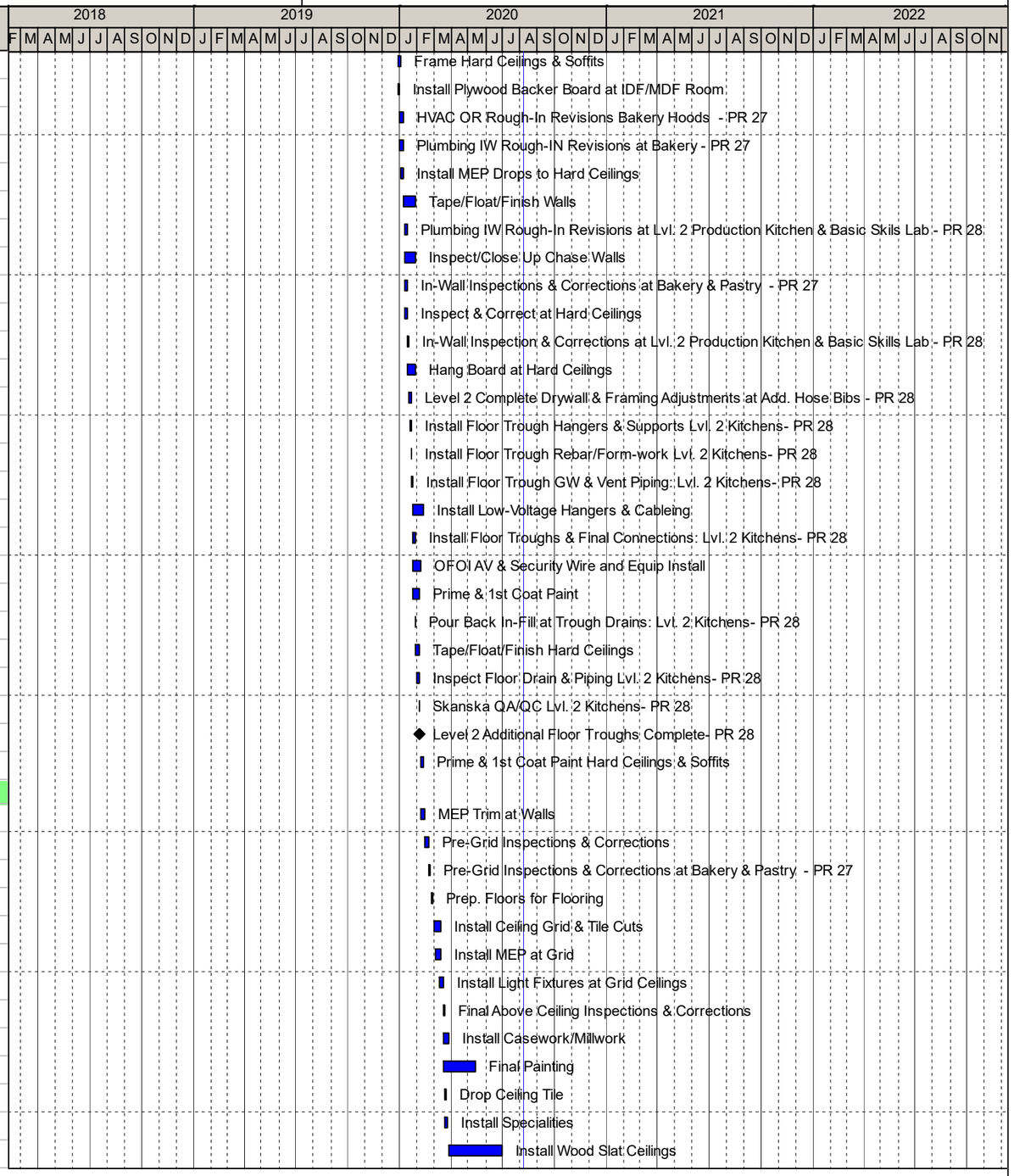
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Remaining Work
Critical Remaining Work

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved
			395

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A2-430	Frame Hard Ceilings & Soffits	3	0	100%	30-Dec-19 A	02-Jan-20 A
A2-440	Install Plywood Backer Board at IDF/MDF Room	2	0	100%	30-Dec-19 A	31-Dec-19 A
A2-860	HVAC OR Rough-In Revisions Bakery Hoods - PR 27	5	0	100%	31-Dec-19 A	07-Jan-20 A
A2-730	Plumbing IW Rough-IN Revisions at Bakery - PR 27	5	0	100%	31-Dec-19 A	07-Jan-20 A
A2-480	Install MEP Drops to Hard Ceilings	3	0	100%	03-Jan-20 A	07-Jan-20 A
A2-410	Tape/Float/Finish Walls	10	0	100%	07-Jan-20 A	29-Jan-20 A
A2-880	Plumbing IW Rough-In Revisions at Lvl. 2 Production Kitchen & Basic Skil	4	0	100%	09-Jan-20 A	14-Jan-20 A
A2-340	Inspect/Close Up Chase Walls	5	0	100%	09-Jan-20 A	29-Jan-20 A
A2-790	In-Wall Inspections & Corrections at Bakery & Pastry - PR 27	2	0	100%	10-Jan-20 A	13-Jan-20 A
A2-490	Inspect & Correct at Hard Ceilings	3	0	100%	10-Jan-20 A	14-Jan-20 A
A2-890	In-Wall Inspection & Corrections at Lvl. 2 Production Kitchen & Basic Skills	2	0	100%	15-Jan-20 A	16-Jan-20 A
A2-520	Hang Board at Hard Ceilings	3	0	100%	15-Jan-20 A	27-Jan-20 A
A2-900	Level 2 Complete Drywall & Framing Adjustments at Add. Hose Bibs - PR	2	0	100%	17-Jan-20 A	20-Jan-20 A
A2-910	Install Floor Trough Hangers & Supports Lvl. 2 Kitchens- PR 28	2	0	100%	20-Jan-20 A	21-Jan-20 A
A2-920	Install Floor Trough Rebar/Form-work Lvl. 2 Kitchens- PR 28	4	0	100%	21-Jan-20 A	22-Jan-20 A
A2-930	Install Floor Trough GW & Vent Piping: Lvl. 2 Kitchens- PR 28	4	0	100%	22-Jan-20 A	23-Jan-20 A
A2-450	Install Low-Voltage Hangers & Cableing	5	0	100%	23-Jan-20 A	12-Feb-20 A
A2-940	Install Floor Troughs & Final Connections: Lvl. 2 Kitchens- PR 28	2	0	100%	24-Jan-20 A	27-Jan-20 A
A2-831	OFOI AV & Security Wire and Equip Install	10	0	100%	24-Jan-20 A	06-Feb-20 A
A2-470	Prime & 1st Coat Paint	8	0	100%	24-Jan-20 A	04-Feb-20 A
A2-950	Pour Back In-Fill at Trough Drains: Lvl. 2 Kitchens- PR 28	2	0	100%	28-Jan-20 A	29-Jan-20 A
A2-530	Tape/Float/Finish Hard Ceilings	5	0	100%	28-Jan-20 A	06-Feb-20 A
A2-970	Inspect Floor Drain & Piping Lvl. 2 Kitchens- PR 28	3	0	100%	30-Jan-20 A	04-Feb-20 A
A2-980	Skanska QA/QC Lvl. 2 Kitchens- PR 28	2	0	100%	04-Feb-20 A	05-Feb-20 A
A2-960	Level 2 Additional Floor Troughs Complete- PR 28	0	0	100%		05-Feb-20 A
A2-570	Prime & 1st Coat Paint Hard Ceilings & Soffits	3	0	100%	07-Feb-20 A	11-Feb-20 A
Finishes						
A2-540	MEP Trim at Walls	5	0	100%	07-Feb-20 A	13-Feb-20 A
A2-460	Pre-Grid Inspections & Corrections	2	0	100%	13-Feb-20 A	21-Feb-20 A
A2-870	Pre-Grid Inspections & Corrections at Bakery & Pastry - PR 27	2	0	100%	21-Feb-20 A	24-Feb-20 A
A2-825	Prep. Floors for Flooring	3	0	100%	26-Feb-20 A	28-Feb-20 A
A2-500	Install Ceiling Grid & Tile Cuts	5	0	100%	02-Mar-20 A	12-Mar-20 A
A2-510	Install MEP at Grid	5	0	100%	05-Mar-20 A	13-Mar-20 A
A2-640	Install Light Fixtures at Grid Ceilings	5	0	100%	11-Mar-20 A	17-Mar-20 A
A2-560	Final Above Ceiling Inspections & Corrections	2	0	100%	18-Mar-20 A	19-Mar-20 A
A2-550	Install Casework/Millwork	3	0	100%	19-Mar-20 A	27-Mar-20 A
A2-680	Final Painting	7	0	100%	19-Mar-20 A	13-May-20 A
A2-580	Drop Ceiling Tile	2	0	100%	20-Mar-20 A	23-Mar-20 A
A2-620	Install Specialities	5	0	100%	20-Mar-20 A	26-Mar-20 A
A2-600	Install Wood Slat Ceilings	8	0	100%	27-Mar-20 A	30-Jun-20 A



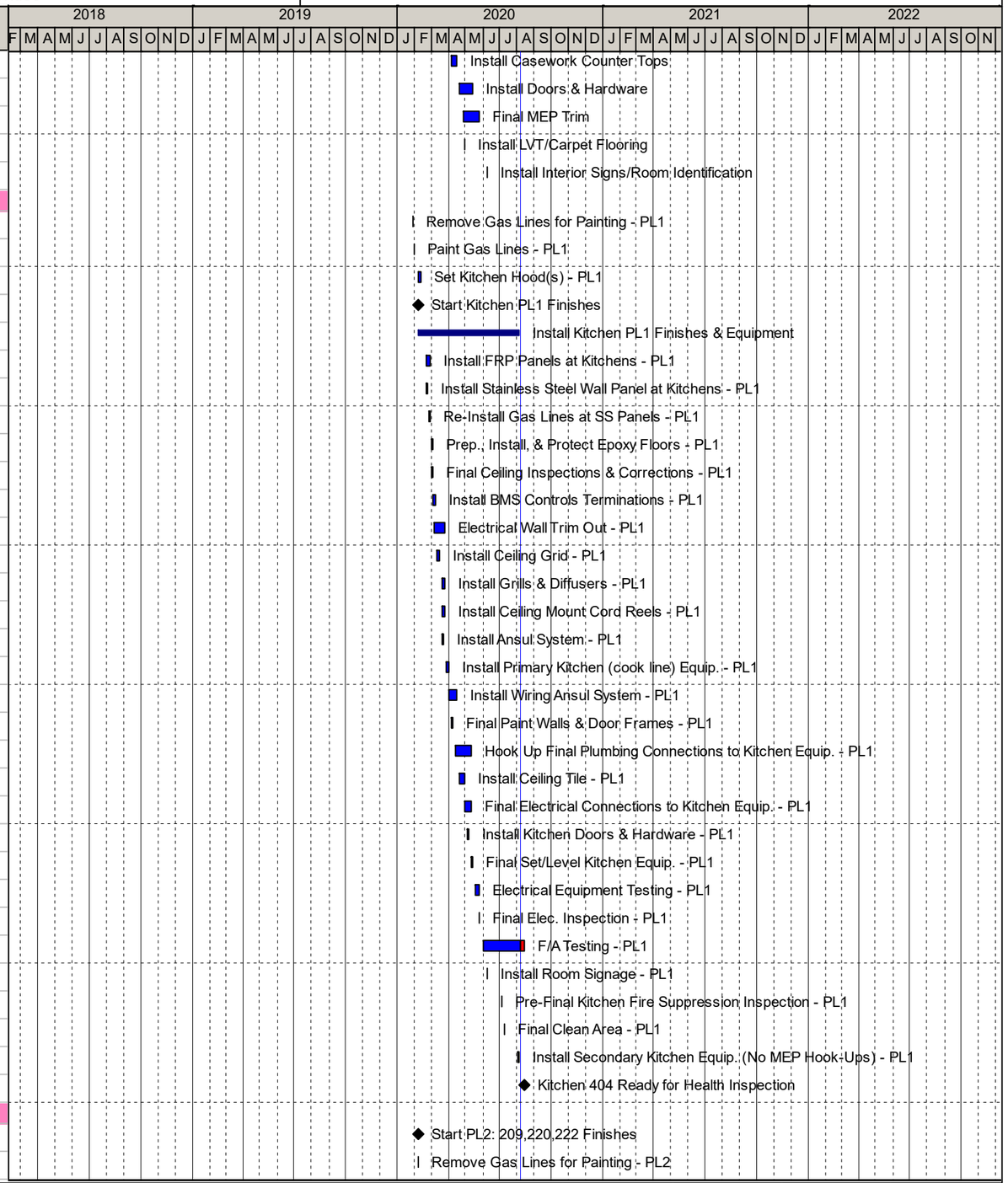
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Remaining Work
Critical Remaining Work

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved
			396

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A2-590	Install Casework Counter Tops	3	0	100%	07-Apr-20 A	17-Apr-20 A
A2-710	Install Doors & Hardware	5	0	100%	20-Apr-20 A	14-May-20 A
A2-720	Final MEP Trim	5	0	100%	27-Apr-20 A	26-May-20 A
A2-815	Install LVT/Carpet Flooring	6	0	100%	30-Apr-20 A	01-May-20 A
A2-690	Install Interior Signs/Room Identification	3	0	100%	08-Jun-20 A	08-Jun-20 A
Pastry Lab 1						
PL1-350	Remove Gas Lines for Painting - PL1	1	0	100%	29-Jan-20 A	29-Jan-20 A
PL1-340	Paint Gas Lines - PL1	1	0	100%	30-Jan-20 A	30-Jan-20 A
PL1-410	Set Kitchen Hood(s) - PL1	3	0	100%	07-Feb-20 A	11-Feb-20 A
PL1-400	Start Kitchen PL1 Finishes	0	0	100%	07-Feb-20 A	
PL1-100	Install Kitchen PL1 Finishes & Equipment	51	0	100%	07-Feb-20 A	04-Aug-20 A
PL1-430	Install FRP Panels at Kitchens - PL1	5	0	100%	21-Feb-20 A	27-Feb-20 A
PL1-380	Install Stainless Steel Wall Panel at Kitchens - PL1	2	0	100%	21-Feb-20 A	24-Feb-20 A
PL1-330	Re-Install Gas Lines at SS Panels - PL1	3	0	100%	25-Feb-20 A	27-Feb-20 A
PL1-140	Prep., Install, & Protect Epoxy Floors - PL1	8	0	100%	02-Mar-20 A	05-Mar-20 A
PL1-450	Final Ceiling Inspections & Corrections - PL1	2	0	100%	03-Mar-20 A	04-Mar-20 A
PL1-320	Install BMS Controls Terminations - PL1	3	0	100%	05-Mar-20 A	09-Mar-20 A
PL1-160	Electrical Wall Trim Out - PL1	5	0	100%	06-Mar-20 A	24-Mar-20 A
PL1-390	Install Ceiling Grid - PL1	5	0	100%	10-Mar-20 A	16-Mar-20 A
PL1-370	Install Grills & Diffusers - PL1	3	0	100%	20-Mar-20 A	24-Mar-20 A
PL1-360	Install Ceiling Mount Cord Reels - PL1	5	0	100%	20-Mar-20 A	26-Mar-20 A
PL1-310	Install Ansul System - PL1	2	0	100%	20-Mar-20 A	23-Mar-20 A
PL1-150	Install Primary Kitchen (cook line) Equip. - PL1	4	0	100%	27-Mar-20 A	01-Apr-20 A
PL1-120	Install Wiring Ansul System - PL1	5	0	100%	02-Apr-20 A	16-Apr-20 A
PL1-250	Final Paint Walls & Door Frames - PL1	2	0	100%	06-Apr-20 A	09-Apr-20 A
PL1-200	Hook Up Final Plumbing Connections to Kitchen Equip. - PL1	10	0	100%	14-Apr-20 A	11-May-20 A
PL1-190	Install Ceiling Tile - PL1	4	0	100%	20-Apr-20 A	01-May-20 A
PL1-170	Final Electrical Connections to Kitchen Equip. - PL1	5	0	100%	01-May-20 A	11-May-20 A
PL1-260	Install Kitchen Doors & Hardware - PL1	1	0	100%	05-May-20 A	08-May-20 A
PL1-240	Final Set/Level Kitchen Equip. - PL1	2	0	100%	11-May-20 A	14-May-20 A
PL1-230	Electrical Equipment Testing - PL1	1	0	100%	20-May-20 A	26-May-20 A
PL1-220	Final Elec. Inspection - PL1	1	0	100%	26-May-20 A	26-May-20 A
PL1-210	F/A Testing - PL1	1	5	0%	03-Jun-20 A	13-Aug-20
PL1-270	Install Room Signage - PL1	1	0	100%	08-Jun-20 A	08-Jun-20 A
PL1-290	Pre-Final Kitchen Fire Suppression Inspection - PL1	1	0	100%	06-Jul-20 A	06-Jul-20 A
PL1-180	Final Clean Area - PL1	1	0	100%	10-Jul-20 A	10-Jul-20 A
PL1-280	Install Secondary Kitchen Equip. (No MEP Hook-Ups) - PL1	2	0	100%	03-Aug-20 A	04-Aug-20 A
PL1-300	Kitchen 404 Ready for Health Inspection	0	0	0%		13-Aug-20
Pastry Lab 2, Mise En Place						
P209-400	Start PL2: 209,220,222 Finishes	0	0	100%	07-Feb-20 A	
P209-350	Remove Gas Lines for Painting - PL2	1	0	100%	07-Feb-20 A	07-Feb-20 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
P209-100	Install PL2: 209,220,222 Finishes & Equipment	51	0	100%	07-Feb-20 A	04-Aug-20 A
P209-340	Paint Gas Lines - PL2	1	0	100%	10-Feb-20 A	10-Feb-20 A
P209-410	Set Kitchen Hood(s) - PL2	2	0	100%	21-Feb-20 A	24-Feb-20 A
P209-430	Install FRP Panels at Kitchens - PL2	5	0	100%	25-Feb-20 A	02-Mar-20 A
P209-380	Install Stainless Steel Wall Panel at Kitchens - PL2	2	0	100%	25-Feb-20 A	26-Feb-20 A
P209-330	Re-Install Gas Lines at SS Panels - PL2	3	0	100%	27-Feb-20 A	27-Feb-20 A
P209-320	Install BMS Controls Terminations - PL2	3	0	100%	03-Mar-20 A	05-Mar-20 A
P209-390	Install Ceiling Grid - PL2	5	0	100%	06-Mar-20 A	12-Mar-20 A
P209-160	Electrical Wall Trim Out - PL2	5	0	100%	06-Mar-20 A	24-Mar-20 A
P209-140	Prep., Install, & Protect Epoxy Floors - PL2	8	0	100%	16-Mar-20 A	19-Mar-20 A
P209-150	Install Primary Kitchen (cook line) Equip. - PL2	4	0	100%	20-Mar-20 A	25-Mar-20 A
P209-310	Install Ansul System - PL2	2	0	100%	06-Apr-20 A	09-Apr-20 A
P209-120	Install wiring Ansul System - PL2	5	0	100%	09-Apr-20 A	16-Apr-20 A
P209-360	Install Ceiling Mount Cord Reels - PL2	5	0	100%	15-Apr-20 A	01-May-20 A
P209-370	Install Grills & Diffusers - PL2	3	0	100%	24-Apr-20 A	01-May-20 A
P209-200	Hook Up Final Plumbing Connections to Kitchen Equip. - PL2	10	0	100%	28-Apr-20 A	07-May-20 A
P209-250	Final Paint Walls & Door Frames - PL2	2	0	100%	05-May-20 A	08-May-20 A
P209-260	Install Kitchen Doors & Hardware - PL2	1	0	100%	14-May-20 A	15-May-20 A
P209-170	Final Electrical Connections to Kitchen Equip. - PL2	5	0	100%	18-May-20 A	21-May-20 A
P209-450	Final Ceiling Inspections & Corrections - PL2	2	0	100%	21-May-20 A	26-May-20 A
P209-230	Electrical Equipment Testing - PL2	1	0	100%	21-May-20 A	26-May-20 A
P209-240	Final Set/Level Kitchen Equip. - PL2	2	0	100%	26-May-20 A	26-May-20 A
P209-220	Final Elec. Inspection - PL2	1	0	100%	26-May-20 A	26-May-20 A
P209-190	Install Ceiling Tile - PL2	4	0	100%	26-May-20 A	27-May-20 A
P209-210	F/A Testing - PL2	1	5	0%	03-Jun-20 A	13-Aug-20
P209-270	Install Room Signage - PL2	1	0	100%	08-Jun-20 A	08-Jun-20 A
P209-290	Pre-Final Kitchen Ansul/Fire Suppression Inspection - PL2	1	0	100%	06-Jul-20 A	06-Jul-20 A
P209-180	Final Clean Area - PL2	1	0	100%	10-Jul-20 A	10-Jul-20 A
P209-280	Install Secondary Kitchen Equip. (No MEP Hook-Ups) - PL2	2	0	100%	03-Aug-20 A	04-Aug-20 A
P209-300	PL2 Ready for Health Inspection	0	0	0%		13-Aug-20
Lecture Hall 204						
6.1-580	Tape/Float/Finish Walls/Soffet- Lecture Hall (Rm. 204)	5	0	100%	23-Jan-20 A	04-Feb-20 A
A9990	Install Finishes & Equipment - Lecture Hall (Rm. 204)	46	0	100%	23-Jan-20 A	15-Jul-20 A
6.1-570	Prime & 1st Coat Paint Walls/Soffets- Lecture Hall (Rm. 204)	5	0	100%	05-Feb-20 A	13-Mar-20 A
6.1-620	Hang Drywall at TV Soffet	5	0	100%	06-Mar-20 A	12-Mar-20 A
6.1-660	Install MEP at Grid- Lecture Hall (Rm. 204)	8	0	100%	12-Mar-20 A	19-Mar-20 A
6.1-760	Install Ceiling Grid- Lecture Hall (Rm. 204)	5	0	100%	16-Mar-20 A	19-Mar-20 A
6.1-640	MEP Trim at Wall- Lecture Hall (Rm. 204)	5	0	100%	16-Mar-20 A	19-Mar-20 A
6.1-910	Install Light Fixtures at Grid Ceilings- Lecture Hall (Rm. 204)	5	0	100%	17-Mar-20 A	19-Mar-20 A
6.1-520	Final Above Ceiling Inspections & Corrections- Lecture Hall (Rm. 204)	2	0	100%	20-Mar-20 A	23-Mar-20 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
6.1-470	Final Painting- Lecture Hall (Rm. 204)	4	0	100%	20-Mar-20 A	02-Apr-20 A
6.1-600	Paint/Install Acoustical Panels - Lecture Hall (Rm. 204)	7	0	100%	26-Mar-20 A	02-Apr-20 A
6.1-240	Prep. Floors for Flooring- Lecture Hall (Rm. 204)	2	0	100%	02-Apr-20 A	03-Apr-20 A
6.1-530	Drop Ceiling Tile- Lecture Hall (Rm. 204)	7	0	100%	13-Apr-20 A	16-Apr-20 A
6.1-630	Install Flooring- Lecture Hall (Rm. 204)	5	0	100%	21-Apr-20 A	05-Jun-20 A
6.1-550	Final MEP Trim at Walls & Floors- Lecture Hall (Rm. 204)	5	0	100%	29-Apr-20 A	01-May-20 A
6.1-110	Install Marker Boards- Lecture Hall (Rm. 204)	3	0	100%	30-Apr-20 A	01-May-20 A
6.1-540	Install Flooring Base- Lecture Hall (Rm. 204)	1	0	100%	01-May-20 A	01-May-20 A
6.1-590	Install Radius Desks- Lecture Hall (Rm. 204)	5	0	100%	04-May-20 A	08-May-20 A
6.1-120	Install Kitchen Casework/Millwork- Lecture Hall (Rm. 204)	3	0	100%	07-May-20 A	13-May-20 A
6.1-140	Install Ceiling Mounted Casework- Lecture Hall (Rm. 204)	5	0	100%	08-May-20 A	13-May-20 A
6.1-610	Install Doors & Hardware- Lecture Hall (Rm. 204)	2	0	100%	30-Jun-20 A	30-Jun-20 A
6.1-130	Install Plumbing Fixtures at Casework- Lecture Hall (Rm. 204)	2	0	100%	01-Jul-20 A	15-Jul-20 A
6.1-150	OFCI: Install Kitchen Appliances- Lecture Hall (Rm. 204)	3	3	0%	07-Aug-20	11-Aug-20
Kitchen Lab 208						
K208-350	Remove Gas Lines for Painting - K208	1	0	100%	29-Jan-20 A	29-Jan-20 A
K208-340	Paint Gas Lines - K208	1	0	100%	30-Jan-20 A	30-Jan-20 A
K208-410	Set Kitchen Hood(s) - K208	3	0	100%	07-Feb-20 A	11-Feb-20 A
K208-400	Start Kitchen 208 Finishes	0	0	100%	07-Feb-20 A	
K208-100	Install Kitchen 208 Finishes & Equipment	51	0	100%	07-Feb-20 A	03-Aug-20 A
K208-430	Install FRP Panels at Kitchens - K208	5	0	100%	21-Feb-20 A	27-Feb-20 A
K208-380	Install Stainless Steel Wall Panel at Kitchens - K208	2	0	100%	21-Feb-20 A	24-Feb-20 A
K208-140	Prep., Install, & Protect Epoxy Floors - K208	8	0	100%	28-Feb-20 A	05-Mar-20 A
K208-330	Re-Install Gas Lines at SS Panels - K208	3	0	100%	03-Mar-20 A	05-Mar-20 A
K208-320	Install BMS Controls Terminations - K208	3	0	100%	06-Mar-20 A	10-Mar-20 A
K208-160	Electrical Wall Trim Out - K208	5	0	100%	06-Mar-20 A	24-Mar-20 A
K208-390	Install Ceiling Grid - K208	5	0	100%	11-Mar-20 A	17-Mar-20 A
K208-370	Install Grills & Diffusers - K208	3	0	100%	20-Mar-20 A	24-Mar-20 A
K208-360	Install Ceiling Mount Cord Reels - K208	5	0	100%	20-Mar-20 A	26-Mar-20 A
K208-450	Final Ceiling Inspections & Corrections - K208	2	0	100%	27-Mar-20 A	30-Mar-20 A
K208-310	Install Ansul System - K208	2	0	100%	09-Apr-20 A	13-Apr-20 A
K208-120	Install Wiring Ansul System - K208	5	0	100%	13-Apr-20 A	17-Apr-20 A
K208-150	Install Primary Kitchen (cook line) Equip. - K208	4	0	100%	15-Apr-20 A	17-Apr-20 A
K208-200	Hook Up Final Plumbing Connections to Kitchen Equip. - K208	10	0	100%	20-Apr-20 A	01-May-20 A
K208-170	Final Electrical Connections to Kitchen Equip. - K208	5	0	100%	01-May-20 A	08-May-20 A
K208-250	Final Paint Walls & Door Frames - K208	2	0	100%	12-May-20 A	13-May-20 A
K208-260	Install Kitchen Doors & Hardware - K208	1	0	100%	18-May-20 A	26-May-20 A
K208-230	Electrical Equipment Testing - K208	1	0	100%	22-May-20 A	26-May-20 A
K208-240	Final Set/Level Kitchen Equip. - K208	2	0	100%	27-May-20 A	28-May-20 A
K208-220	Final Elec. Inspection - K208	1	0	100%	29-May-20 A	29-May-20 A



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
K208-190	Install Ceiling Tile - K208	4	0	100%	29-May-20 A	29-May-20 A
K208-210	F/A Testing - K208	1	5	0%	03-Jun-20 A	13-Aug-20
K208-270	Install Room Signage - K208	1	0	100%	08-Jun-20 A	08-Jun-20 A
K208-180	Rough Clean Area - K208	1	0	100%	24-Jun-20 A	29-Jun-20 A
K208-290	Pre-Final Kitchen Fire Suppression Inspection - K208	1	0	100%	06-Jul-20 A	06-Jul-20 A
K208-280	Install Secondary Kitchen Equip. (No MEP Hook-Ups) - K208	2	0	100%	03-Aug-20 A	04-Aug-20 A
K208-300	Kitchen 208 Ready for Health Inspection	0	0	0%		13-Aug-20
Bathrooms						
A2-810	Install Ceramic Tile (Rm. 228, 232,234)	7	0	100%	12-Feb-20 A	26-Feb-20 A
A2-820	Install Bathroom Plumbing Fixtures (Rm. 228, 232,234)	5	0	100%	03-Mar-20 A	05-Mar-20 A
A2-840	Install Bathroom Counters (Rm. 228, 232,234)	3	0	100%	15-Apr-20 A	20-Apr-20 A
A2-830	Install Toilet Partitions (Rm. 232,234)	5	0	100%	16-Apr-20 A	17-Apr-20 A
A2-800	Install Bathroom Specialties (Rm. 228, 232,234)	3	0	100%	20-Apr-20 A	30-Apr-20 A
Punch & Cx						
A2-700	Prelim. TAB	10	0	100%	06-May-20 A	30-Jun-20 A
A2-740	Final TAB Verification	7	0	100%	19-Jun-20 A	30-Jul-20 A
A2-750	Develop Skanska Completion List	1	0	100%	24-Jun-20 A	24-Jun-20 A
A2-760	Work Off Completion List	3	3	0%	25-Jun-20 A	18-Aug-20
A2-770	Final Clean	2	0	100%	30-Jul-20 A	31-Jul-20 A
A2-780	Level 2 Complete	0	0	100%		31-Jul-20 A
Level 3						
Rough-In						
A3-110	Start Level 3	0	0	100%	21-Aug-19 A	
A3-120	Layout Walls	4	0	100%	21-Aug-19 A	23-Aug-19 A
A3-100	Install Rain Leaders,Piping	2	0	100%	21-Aug-19 A	22-Aug-19 A
A3-130	Layout MEP Block Outs at Priority Walls	2	0	100%	21-Aug-19 A	22-Aug-19 A
A3-800	MEP & FP Hangers	5	0	100%	23-Aug-19 A	09-Sep-19 A
A3-150	Frame Priority Walls	3	0	100%	06-Sep-19 A	11-Sep-19 A
A3-160	Top out Priority Walls	2	0	100%	12-Sep-19 A	16-Sep-19 A
A3-180	Seal Top of Walls	1	0	100%	16-Sep-19 A	16-Sep-19 A
A3-650	Tape, Float, Finish Top of Priority Walls	3	0	100%	16-Sep-19 A	18-Sep-19 A
A3-190	Install OH Duct Mains	8	0	100%	18-Sep-19 A	27-Sep-19 A
A3-220	Install Grease Exhaust Duct	15	0	100%	18-Sep-19 A	08-Oct-19 A
A3-200	OH Elec/LV/FA Rough-In	10	0	100%	20-Sep-19 A	19-Dec-19 A
A3-240	Inst. OH Chill Water Piping	15	0	100%	23-Sep-19 A	02-Oct-19 A
A3-230	OH Plumb. Rough-In	15	0	100%	23-Sep-19 A	01-Nov-19 A
A3-270	FP Mains	10	0	100%	25-Sep-19 A	03-Oct-19 A
A3-260	Install OH Duct Branches	10	0	100%	30-Sep-19 A	25-Oct-19 A
A3-210	Install VAVs, FCUs, FPBs	10	0	100%	30-Sep-19 A	11-Oct-19 A
A3-140	Deliver Door Frames	1	0	100%	01-Oct-19 A	02-Oct-19 A
A3-330	Elec./LV/FA In-Wall Rough-in	10	0	100%	01-Oct-19 A	07-Nov-19 A



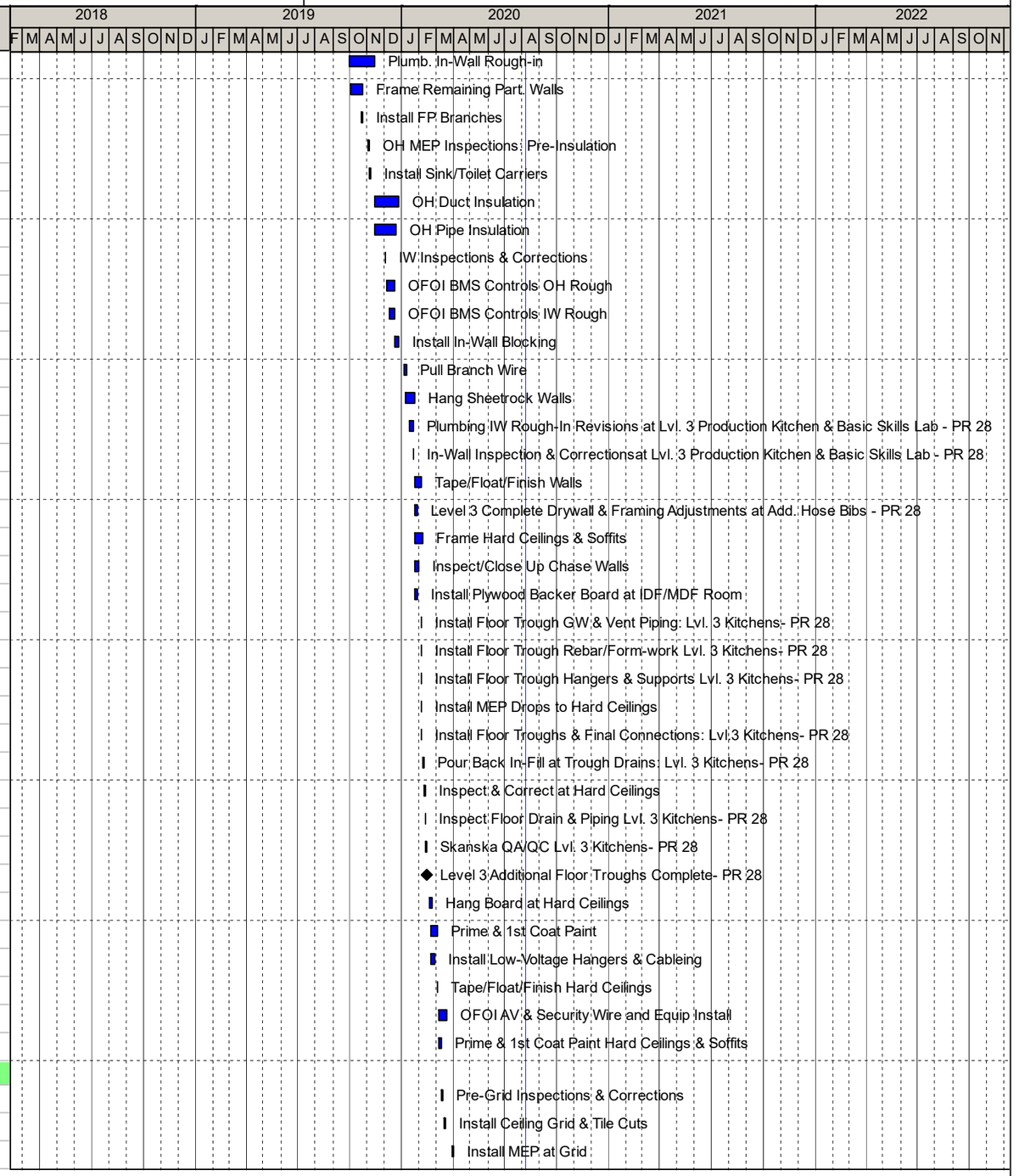
Remaining Level of Effort
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Actual Work
Remaining Work
Critical Remaining Work
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Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved
			400

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A3-300	Plumb. In-Wall Rough-in	15	0	100%	01-Oct-19 A	14-Nov-19 A
A3-290	Frame Remaining Part. Walls	10	0	100%	02-Oct-19 A	24-Oct-19 A
A3-350	Install FP Branches	5	0	100%	22-Oct-19 A	24-Oct-19 A
A3-310	OH MEP Inspections: Pre-Insulation	2	0	100%	01-Nov-19 A	04-Nov-19 A
A3-280	Install Sink/Toilet Carriers	3	0	100%	04-Nov-19 A	06-Nov-19 A
A3-380	OH Duct Insulation	10	0	100%	14-Nov-19 A	27-Dec-19 A
A3-320	OH Pipe Insulation	10	0	100%	14-Nov-19 A	23-Dec-19 A
A3-390	IW Inspections & Corrections	2	0	100%	03-Dec-19 A	04-Dec-19 A
A3-170	OFOI BMS Controls OH Rough	10	0	100%	05-Dec-19 A	18-Dec-19 A
A3-820	OFOI BMS Controls IW Rough	10	0	100%	11-Dec-19 A	19-Dec-19 A
A3-360	Install In-Wall Blocking	5	0	100%	20-Dec-19 A	27-Dec-19 A
A3-420	Pull Branch Wire	7	0	100%	06-Jan-20 A	09-Jan-20 A
A3-400	Hang Sheetrock Walls	8	0	100%	07-Jan-20 A	23-Jan-20 A
A3-880	Plumbing IW Rough-In Revisions at Lvl. 3 Production Kitchen & Basic Skill	4	0	100%	15-Jan-20 A	20-Jan-20 A
A3-890	In-Wall Inspection & Correctionsat Lvl. 3 Production Kitchen & Basic Skills	2	0	100%	21-Jan-20 A	22-Jan-20 A
A3-410	Tape/Float/Finish Walls	10	0	100%	23-Jan-20 A	05-Feb-20 A
A3-900	Level 3 Complete Drywall & Framing Adjustments at Add. Hose Bibs - PR	2	0	100%	24-Jan-20 A	27-Jan-20 A
A3-430	Frame Hard Ceilings & Soffits	3	0	100%	24-Jan-20 A	07-Feb-20 A
A3-340	Inspect/Close Up Chase Walls	5	0	100%	24-Jan-20 A	30-Jan-20 A
A3-670	Install Plywood Backer Board at IDF/MDF Room	2	0	100%	24-Jan-20 A	27-Jan-20 A
A3-930	Install Floor Trough GW & Vent Piping: Lvl. 3 Kitchens- PR 28	5	0	100%	04-Feb-20 A	06-Feb-20 A
A3-920	Install Floor Trough Rebar/Form-work Lvl. 3 Kitchens- PR 28	5	0	100%	04-Feb-20 A	06-Feb-20 A
A3-910	Install Floor Trough Hangers & Supports Lvl. 3 Kitchens- PR 28	3	0	100%	04-Feb-20 A	06-Feb-20 A
A3-480	Install MEP Drops to Hard Ceilings	3	0	100%	04-Feb-20 A	06-Feb-20 A
A3-940	Install Floor Troughs & Final Connections: Lvl.3 Kitchens- PR 28	2	0	100%	05-Feb-20 A	06-Feb-20 A
A3-950	Pour Back In-Fill at Trough Drains: Lvl. 3 Kitchens- PR 28	2	0	100%	07-Feb-20 A	10-Feb-20 A
A3-490	Inspect & Correct at Hard Ceilings	3	0	100%	10-Feb-20 A	12-Feb-20 A
A3-970	Inspect Floor Drain & Piping Lvl. 3 Kitchens- PR 28	1	0	100%	11-Feb-20 A	11-Feb-20 A
A3-980	Skanska QA/QC Lvl. 3 Kitchens- PR 28	2	0	100%	12-Feb-20 A	13-Feb-20 A
A3-960	Level 3 Additional Floor Troughs Complete- PR 28	0	0	100%		13-Feb-20 A
A3-520	Hang Board at Hard Ceilings	3	0	100%	20-Feb-20 A	24-Feb-20 A
A3-470	Prime & 1st Coat Paint	8	0	100%	21-Feb-20 A	03-Mar-20 A
A3-450	Install Low-Voltage Hangers & Cableing	5	0	100%	21-Feb-20 A	27-Feb-20 A
A3-530	Tape/Float/Finish Hard Ceilings	5	0	100%	04-Mar-20 A	05-Mar-20 A
A3-830	OFOI AV & Security Wire and Equip Install	10	0	100%	06-Mar-20 A	19-Mar-20 A
A3-570	Prime & 1st Coat Paint Hard Ceilings & Soffits	3	0	100%	06-Mar-20 A	10-Mar-20 A
Finishes						
A3-460	Pre-Grid Inspections & Corrections	2	0	100%	11-Mar-20 A	13-Mar-20 A
A3-500	Install Ceiling Grid & Tile Cuts	5	0	100%	17-Mar-20 A	19-Mar-20 A
A3-510	Install MEP at Grid	5	0	100%	31-Mar-20 A	01-Apr-20 A



Remaining Level of Effort ◆ Mi...
Actual Level of Effort
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Critical Remaining Work

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A3-640	Install Light Fixtures at Grid Ceilings	5	0	100%	01-Apr-20 A	17-Apr-20 A
A3-710	Install Doors & Hardware	5	0	100%	13-Apr-20 A	28-May-20 A
A3-560	Final Above Ceiling Inspections & Corrections	2	0	100%	17-Apr-20 A	20-Apr-20 A
A3-680	Final Painting	7	0	100%	27-Apr-20 A	01-May-20 A
A3-840	Install Tile Flooring	6	0	100%	01-May-20 A	11-May-20 A
A3-810	Install LVT/Carpet Flooring	6	0	100%	01-May-20 A	06-May-20 A
A3-580	Drop Ceiling Tile	2	0	100%	04-May-20 A	11-May-20 A
A3-630	Install Wood Slat Ceilings	5	0	100%	11-May-20 A	17-Jun-20 A
A3-720	Final MEP Trim	5	0	100%	11-May-20 A	14-May-20 A
A3-620	Install Specialities	5	0	100%	14-May-20 A	26-May-20 A
A3-790	Install Interior Signs/Room Identification	3	0	100%	08-Jun-20 A	09-Jun-20 A
Garde Manger Lab - Room 317						
K317-350	Remove Gas Lines for Painting - K317	1	0	100%	07-Feb-20 A	07-Feb-20 A
K317-340	Paint Gas Lines - K317	1	0	100%	10-Feb-20 A	10-Feb-20 A
K317-410	Set Kitchen Hood(s) - K317	3	0	100%	21-Feb-20 A	25-Feb-20 A
K317-430	Install FRP Panels at Kitchens - K317	5	0	100%	26-Feb-20 A	03-Mar-20 A
K317-380	Install Stainless Steel Wall Panel at Kitchens - K317	2	0	100%	26-Feb-20 A	27-Feb-20 A
K317-400	Start Kitchen 317 Finishes	0	0	100%	28-Feb-20 A	
K317-100	Install Kitchen 317 Finishes & Equipment	46	0	100%	28-Feb-20 A	04-Aug-20 A
K317-320	Install BMS Controls Terminations - K317	3	0	100%	04-Mar-20 A	09-Mar-20 A
K317-390	Install Ceiling Grid - K317	5	0	100%	10-Mar-20 A	16-Mar-20 A
K317-160	Electrical Wall Trim Out - K317	5	0	100%	19-Mar-20 A	30-Mar-20 A
K317-140	Prep., Install, & Protect Epoxy Floors - K317	8	0	100%	19-Mar-20 A	26-Mar-20 A
K317-360	Install Ceiling Mount Cord Reels - K317	5	0	100%	20-Mar-20 A	08-May-20 A
K317-330	Re-Install Gas Lines at SS Panels - K317	3	0	100%	20-Mar-20 A	30-Mar-20 A
K317-150	Install Primary Kitchen (cook line) Equip. - K317	4	0	100%	30-Mar-20 A	02-Apr-20 A
K317-450	Final Ceiling Inspections & Corrections - K317	2	0	100%	01-Apr-20 A	02-Apr-20 A
K317-370	Install Grills & Diffusers - K317	3	0	100%	02-Apr-20 A	02-Apr-20 A
K317-310	Install Ansul System - K317	2	0	100%	13-Apr-20 A	14-Apr-20 A
K317-200	Hook Up Final Plumbing Connections to Kitchen Equip. - K317	10	0	100%	14-Apr-20 A	22-Jun-20 A
K317-120	Install Wiring Ansul System - K317	5	0	100%	15-Apr-20 A	08-May-20 A
K317-190	Install Ceiling Tile - K317	4	0	100%	01-May-20 A	06-May-20 A
K317-250	Final Paint Walls & Door Frames - K317	2	0	100%	06-May-20 A	07-May-20 A
K317-260	Install Kitchen Doors & Hardware - K317	1	0	100%	22-May-20 A	28-May-20 A
K317-170	Final Electrical Connections to Kitchen Equip. - K317	5	0	100%	26-May-20 A	28-May-20 A
K317-230	Electrical Equipment Testing - K317	1	0	100%	28-May-20 A	28-May-20 A
K317-220	Final Elec. Inspection - K317	1	0	100%	29-May-20 A	29-May-20 A
K317-240	Final Set/Level Kitchen Equip. - K317	2	0	100%	03-Jun-20 A	30-Jun-20 A
K317-210	F/A Testing - K317	1	0	100%	03-Jun-20 A	08-Jun-20 A
K317-270	Install Room Signage - K317	1	0	100%	08-Jun-20 A	08-Jun-20 A



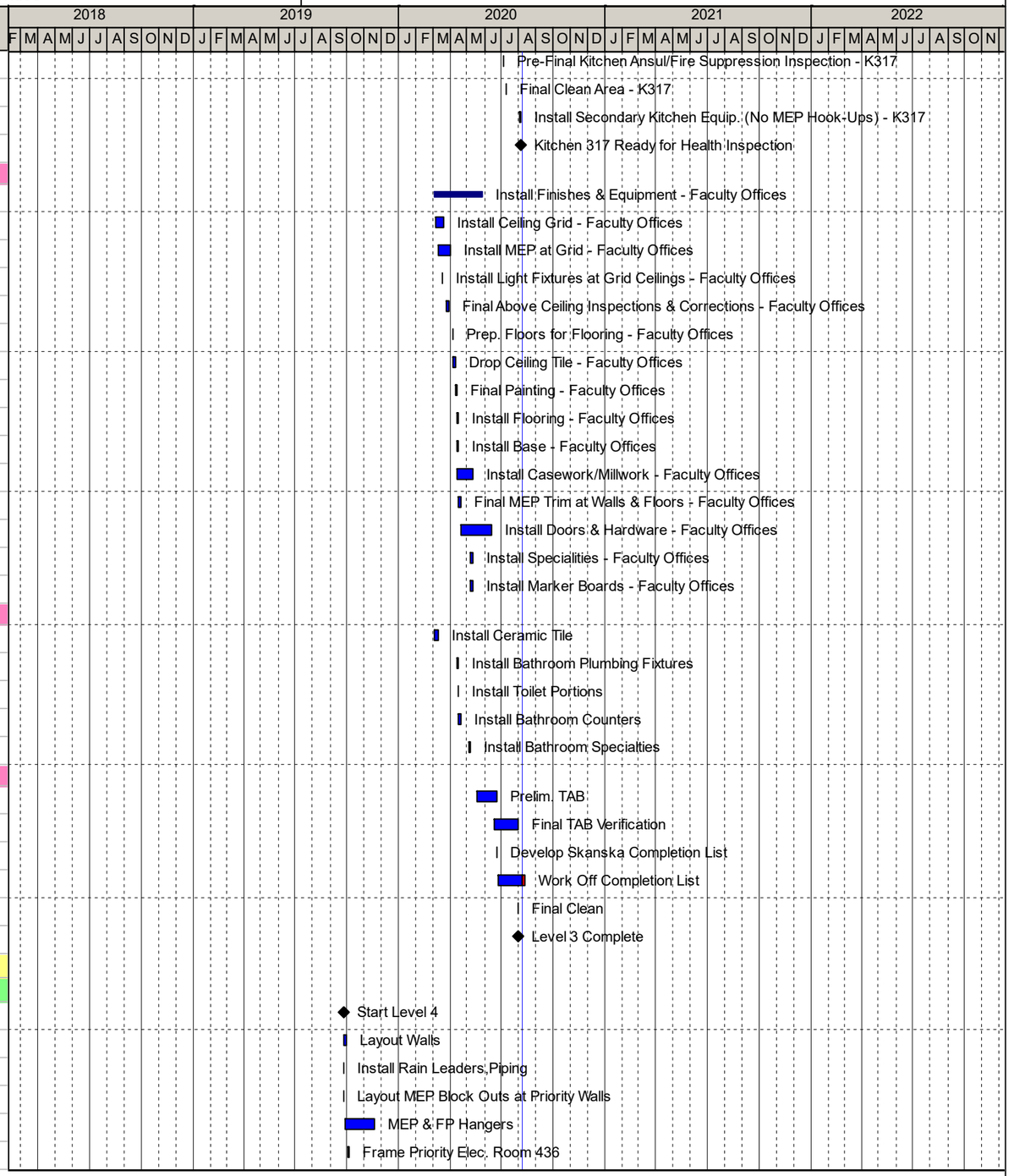
Remaining Level of Effort ◆ Mi...
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved
			402

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
K317-290	Pre-Final Kitchen Ansul/Fire Suppression Inspection - K317	1	0	100%	06-Jul-20 A	06-Jul-20 A
K317-180	Final Clean Area - K317	1	0	100%	10-Jul-20 A	10-Jul-20 A
K317-280	Install Secondary Kitchen Equip. (No MEP Hook-Ups) - K317	2	0	100%	03-Aug-20 A	04-Aug-20 A
K317-300	Kitchen 317 Ready for Health Inspection	0	0	100%		04-Aug-20 A
Faculty Offices						
A3-805	Install Finishes & Equipment - Faculty Offices	42	0	100%	03-Mar-20 A	28-May-20 A
A3-825	Install Ceiling Grid - Faculty Offices	10	0	100%	06-Mar-20 A	19-Mar-20 A
A3-835	Install MEP at Grid - Faculty Offices	8	0	100%	12-Mar-20 A	02-Apr-20 A
A3-845	Install Light Fixtures at Grid Ceilings - Faculty Offices	5	0	100%	17-Mar-20 A	19-Mar-20 A
A3-855	Final Above Ceiling Inspections & Corrections - Faculty Offices	2	0	100%	26-Mar-20 A	30-Mar-20 A
A3-895	Prep. Floors for Flooring - Faculty Offices	2	0	100%	06-Apr-20 A	07-Apr-20 A
A3-865	Drop Ceiling Tile - Faculty Offices	7	0	100%	07-Apr-20 A	10-Apr-20 A
A3-875	Final Painting - Faculty Offices	4	0	100%	10-Apr-20 A	14-Apr-20 A
A3-915	Install Flooring - Faculty Offices	10	0	100%	13-Apr-20 A	16-Apr-20 A
A3-925	Install Base - Faculty Offices	5	0	100%	14-Apr-20 A	16-Apr-20 A
A3-935	Install Casework/Millwork - Faculty Offices	3	0	100%	14-Apr-20 A	11-May-20 A
A3-945	Final MEP Trim at Walls & Floors - Faculty Offices	5	0	100%	16-Apr-20 A	20-Apr-20 A
A3-955	Install Doors & Hardware - Faculty Offices	5	0	100%	20-Apr-20 A	15-Jun-20 A
A3-905	Install Specialities - Faculty Offices	5	0	100%	07-May-20 A	12-May-20 A
A3-885	Install Marker Boards - Faculty Offices	3	0	100%	08-May-20 A	11-May-20 A
Bathrooms						
A3-440	Install Ceramic Tile	5	0	100%	05-Mar-20 A	11-Mar-20 A
A3-610	Install Bathroom Plumbing Fixtures	3	0	100%	14-Apr-20 A	16-Apr-20 A
A3-660	Install Toilet Portions	5	0	100%	15-Apr-20 A	17-Apr-20 A
A3-600	Install Bathroom Counters	2	0	100%	17-Apr-20 A	20-Apr-20 A
A3-690	Install Bathroom Specialties	2	0	100%	05-May-20 A	08-May-20 A
Punch & Cx						
A3-700	Prelim. TAB	10	0	100%	18-May-20 A	24-Jun-20 A
A3-740	Final TAB Verification	7	0	100%	19-Jun-20 A	30-Jul-20 A
A3-750	Develop Skanska Completion List	1	0	100%	24-Jun-20 A	24-Jun-20 A
A3-760	Work Off Completion List	3	3	0%	25-Jun-20 A	11-Aug-20
A3-770	Final Clean	2	0	100%	30-Jul-20 A	31-Jul-20 A
A3-780	Level 3 Complete	0	0	100%		31-Jul-20 A
Level 4						
Rough-In						
A4-110	Start Level 4	0	0	100%	25-Sep-19 A	
A4-120	Layout Walls	4	0	100%	25-Sep-19 A	30-Sep-19 A
A4-100	Install Rain Leaders,Piping	2	0	100%	25-Sep-19 A	26-Sep-19 A
A4-130	Layout MEP Block Outs at Priority Walls	2	0	100%	25-Sep-19 A	26-Sep-19 A
A4-860	MEP & FP Hangers	5	0	100%	27-Sep-19 A	19-Nov-19 A
A4-370	Frame Priority Elec. Room 436	2	0	100%	03-Oct-19 A	04-Oct-19 A



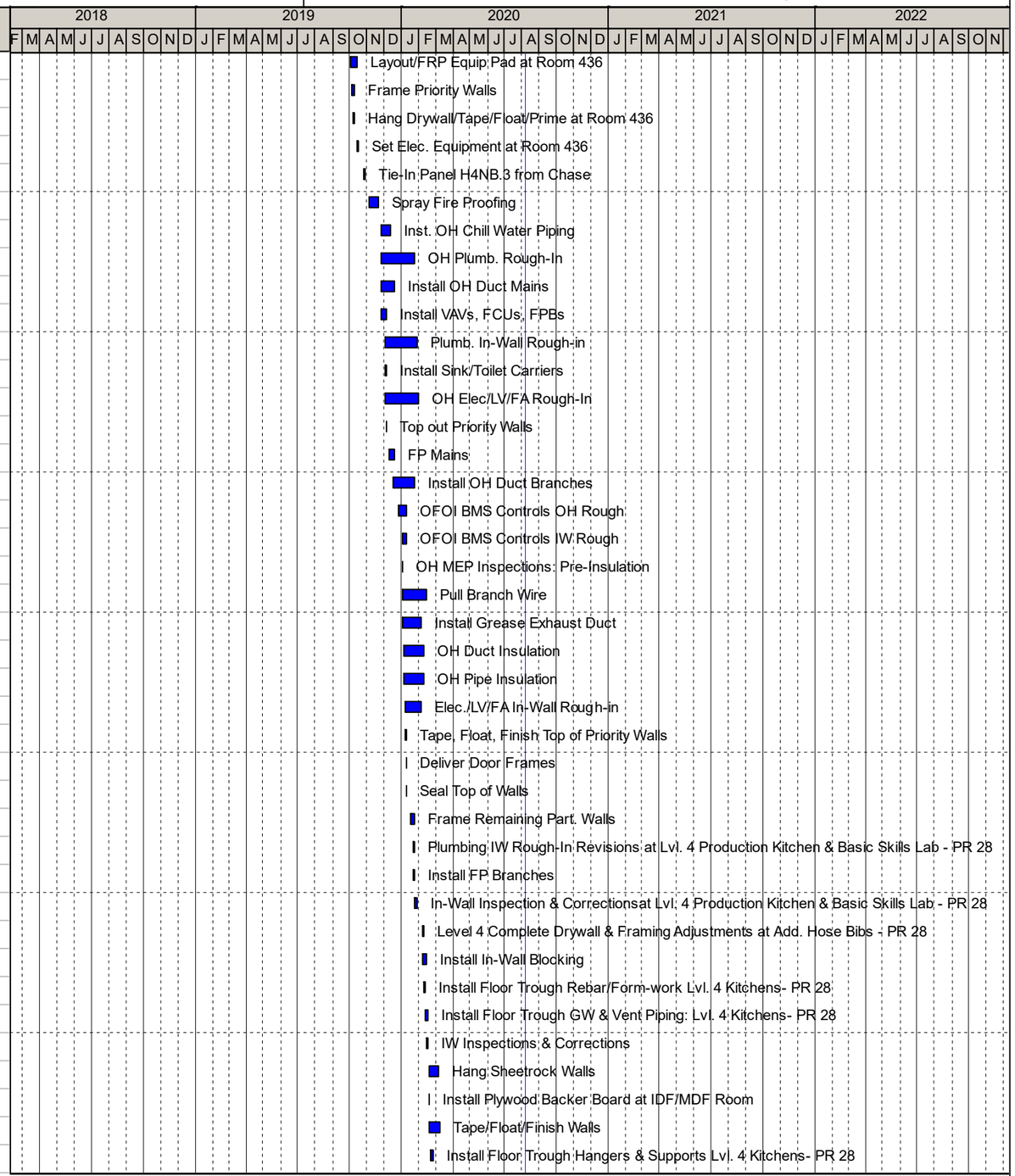
Remaining Level of Effort ◆ Mi...
Actual Level of Effort
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Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved
			403

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A4-170	Layout/FRP Equip Pad at Room 436	2	0	100%	03-Oct-19 A	14-Oct-19 A
A4-150	Frame Priority Walls	3	0	100%	04-Oct-19 A	08-Oct-19 A
A4-730	Hang Drywall/Tape/Float/Prime at Room 436	3	0	100%	07-Oct-19 A	09-Oct-19 A
A4-790	Set Elec. Equipment at Room 436	2	0	100%	15-Oct-19 A	16-Oct-19 A
A4-800	Tie-In Panel H4NB.3 from Chase	3	0	100%	25-Oct-19 A	29-Oct-19 A
A4-880	Spray Fire Proofing	5	0	100%	04-Nov-19 A	21-Nov-19 A
A4-240	Inst. OH Chill Water Piping	15	0	100%	25-Nov-19 A	13-Dec-19 A
A4-230	OH Plumb. Rough-In	15	0	100%	25-Nov-19 A	24-Jan-20 A
A4-190	Install OH Duct Mains	8	0	100%	26-Nov-19 A	19-Dec-19 A
A4-210	Install VAVs, FCUs, FPBs	10	0	100%	27-Nov-19 A	05-Dec-19 A
A4-300	Plumb. In-Wall Rough-in	15	0	100%	02-Dec-19 A	29-Jan-20 A
A4-280	Install Sink/Toilet Carriers	3	0	100%	03-Dec-19 A	05-Dec-19 A
A4-200	OH Elec/LV/FA Rough-In	10	0	100%	03-Dec-19 A	31-Jan-20 A
A4-160	Top out Priority Walls	2	0	100%	05-Dec-19 A	06-Dec-19 A
A4-270	FP Mains	10	0	100%	09-Dec-19 A	19-Dec-19 A
A4-260	Install OH Duct Branches	10	0	100%	18-Dec-19 A	24-Jan-20 A
A4-171	OFOI BMS Controls OH Rough	10	0	100%	26-Dec-19 A	09-Jan-20 A
A4-821	OFOI BMS Controls IW Rough	10	0	100%	02-Jan-20 A	09-Jan-20 A
A4-310	OH MEP Inspections: Pre-Insulation	2	0	100%	02-Jan-20 A	03-Jan-20 A
A4-420	Pull Branch Wire	7	0	100%	03-Jan-20 A	14-Feb-20 A
A4-220	Install Grease Exhaust Duct	20	0	100%	03-Jan-20 A	06-Feb-20 A
A4-380	OH Duct Insulation	10	0	100%	06-Jan-20 A	10-Feb-20 A
A4-320	OH Pipe Insulation	10	0	100%	06-Jan-20 A	10-Feb-20 A
A4-330	Elec./LV/FA In-Wall Rough-in	10	0	100%	07-Jan-20 A	06-Feb-20 A
A4-650	Tape, Float, Finish Top of Priority Walls	3	0	100%	08-Jan-20 A	09-Jan-20 A
A4-140	Deliver Door Frames	1	0	100%	09-Jan-20 A	09-Jan-20 A
A4-180	Seal Top of Walls	1	0	100%	10-Jan-20 A	10-Jan-20 A
A4-290	Frame Remaining Part. Walls	2	0	100%	17-Jan-20 A	23-Jan-20 A
A4-881	Plumbing IW Rough-In Revisions at Lvl. 4 Production Kitchen & Basic Skill	4	0	100%	21-Jan-20 A	23-Jan-20 A
A4-350	Install FP Branches	5	0	100%	21-Jan-20 A	23-Jan-20 A
A4-890	In-Wall Inspection & Correctionsat Lvl. 4 Production Kitchen & Basic Skills	2	0	100%	24-Jan-20 A	27-Jan-20 A
A4-900	Level 4 Complete Drywall & Framing Adjustments at Add. Hose Bibs - PR	2	0	100%	07-Feb-20 A	10-Feb-20 A
A4-360	Install In-Wall Blocking	5	0	100%	07-Feb-20 A	13-Feb-20 A
A4-920	Install Floor Trough Rebar/Form-work Lvl. 4 Kitchens- PR 28	5	0	100%	10-Feb-20 A	13-Feb-20 A
A4-930	Install Floor Trough GW & Vent Piping: Lvl. 4 Kitchens- PR 28	7	0	100%	13-Feb-20 A	17-Feb-20 A
A4-390	IW Inspections & Corrections	2	0	100%	14-Feb-20 A	17-Feb-20 A
A4-400	Hang Sheetrock Walls	5	0	100%	18-Feb-20 A	07-Mar-20 A
A4-810	Install Plywood Backer Board at IDF/MDF Room	2	0	100%	19-Feb-20 A	20-Feb-20 A
A4-410	Tape/Float/Finish Walls	10	0	100%	19-Feb-20 A	09-Mar-20 A
A4-910	Install Floor Trough Hangers & Supports Lvl. 4 Kitchens- PR 28	3	0	100%	21-Feb-20 A	25-Feb-20 A



Remaining Level of Effort ◆ ◆ Mi...
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Alamo Colleges District - St. Phillips College
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All Activities

SKANSKA

Date	Revision	Checked	Approved
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Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A4-340	Inspect/Close Up Chase Walls	4	0	100%	21-Feb-20 A	26-Feb-20 A
A4-940	Install Floor Troughs & Final Connections: Lvl. 4 Kitchens- PR 28	2	0	100%	26-Feb-20 A	27-Feb-20 A
A4-950	Pour Back In-Fill at Trough Drains: Lvl. 4 Kitchens- PR 28	2	0	100%	28-Feb-20 A	02-Mar-20 A
A4-430	Frame Hard Ceilings & Soffits	3	0	100%	02-Mar-20 A	04-Mar-20 A
A4-970	Inspect Floor Drain & Piping Lvl. 4 Kitchens- PR 28	1	0	100%	03-Mar-20 A	03-Mar-20 A
A4-980	Skanska QA/QC Lvl. 4 Kitchens- PR 28	2	0	100%	04-Mar-20 A	05-Mar-20 A
A4-960	Level 4 Additional Floor Troughs Complete- PR 28	0	0	100%		05-Mar-20 A
A4-450	Install Low-Voltage Hangers & Cableing	5	0	100%	09-Mar-20 A	13-Mar-20 A
A4-480	Install MEP Drops to Hard Ceilings	3	0	100%	09-Mar-20 A	11-Mar-20 A
A4-490	Inspect & Correct at Hard Ceilings	3	0	100%	12-Mar-20 A	16-Mar-20 A
A4-470	Prime & 1st Coat Paint	7	0	100%	20-Mar-20 A	30-Mar-20 A
A4-520	Hang Board at Hard Ceilings	3	0	100%	20-Mar-20 A	24-Mar-20 A
A4-530	Tape/Float/Finish Hard Ceilings	5	0	100%	30-Mar-20 A	20-Apr-20 A
A4-570	Prime & 1st Coat Paint Hard Ceilings & Soffits	3	0	100%	05-May-20 A	11-May-20 A
Finishes						
A4-460	Pre-Grid Inspections & Corrections	2	0	100%	16-Mar-20 A	17-Mar-20 A
A4-670	Install Interior Aluminum Frames	3	0	100%	31-Mar-20 A	01-Apr-20 A
A4-630	Prep. Floors for Flooring	3	0	100%	01-May-20 A	05-May-20 A
A4-870	Install LVT/Carpet Flooring	6	0	100%	04-May-20 A	11-May-20 A
A4-550	Install Casework/Millwork	3	0	100%	11-May-20 A	20-May-20 A
A4-500	Install Ceiling Grid & Tile Cuts	5	0	100%	11-May-20 A	26-May-20 A
A4-820	Install Casework Counter Tops	3	0	100%	11-May-20 A	28-May-20 A
A4-510	Install MEP at Grid	5	0	100%	13-May-20 A	28-May-20 A
A4-580	Drop Ceiling Tile	2	0	100%	14-May-20 A	27-May-20 A
A4-720	Final MEP Trim	5	0	100%	26-May-20 A	23-Jun-20 A
A4-540	MEP Trim at Walls	5	0	100%	26-May-20 A	09-Jun-20 A
A4-680	Final Painting	7	0	100%	05-Jun-20 A	08-Jun-20 A
A4-840	Install Interior Signs/Room Identification	3	0	100%	08-Jun-20 A	08-Jun-20 A
A4-710	Install Doors & Hardware	5	0	100%	09-Jun-20 A	04-Aug-20 A
A4-850	Install Wood Slat Ceilings	5	0	100%	15-Jun-20 A	10-Jul-20 A
A4-560	Final Above Ceiling Inspections & Corrections	2	0	100%	26-Jun-20 A	26-Jun-20 A
A4-620	Install Specialities	5	0	100%	10-Jul-20 A	30-Jul-20 A
Classrooms & Warming Kitchen - Rooms 405,407,409,411						
K405-400	Start Kitchen (405,407,409,411) Finishes	0	0	100%	28-Feb-20 A	
K405-100	Install Kitchen (405,407,409,411) Finishes & Equipment	56	0	100%	28-Feb-20 A	04-Aug-20 A
K405-410	Set Kitchen Hood(s) - K405	3	0	100%	28-Feb-20 A	03-Mar-20 A
K405-350	Remove Gas Lines for Painting - K405	1	0	100%	03-Mar-20 A	03-Mar-20 A
K405-380	Install Stainless Steel Wall Panel at Kitchens - K405	2	0	100%	04-Mar-20 A	05-Mar-20 A
K405-430	Install FRP Panels at Kitchens - K405	5	0	100%	09-Mar-20 A	25-Mar-20 A
K405-340	Paint Gas Lines - K405	1	0	100%	09-Mar-20 A	09-Mar-20 A



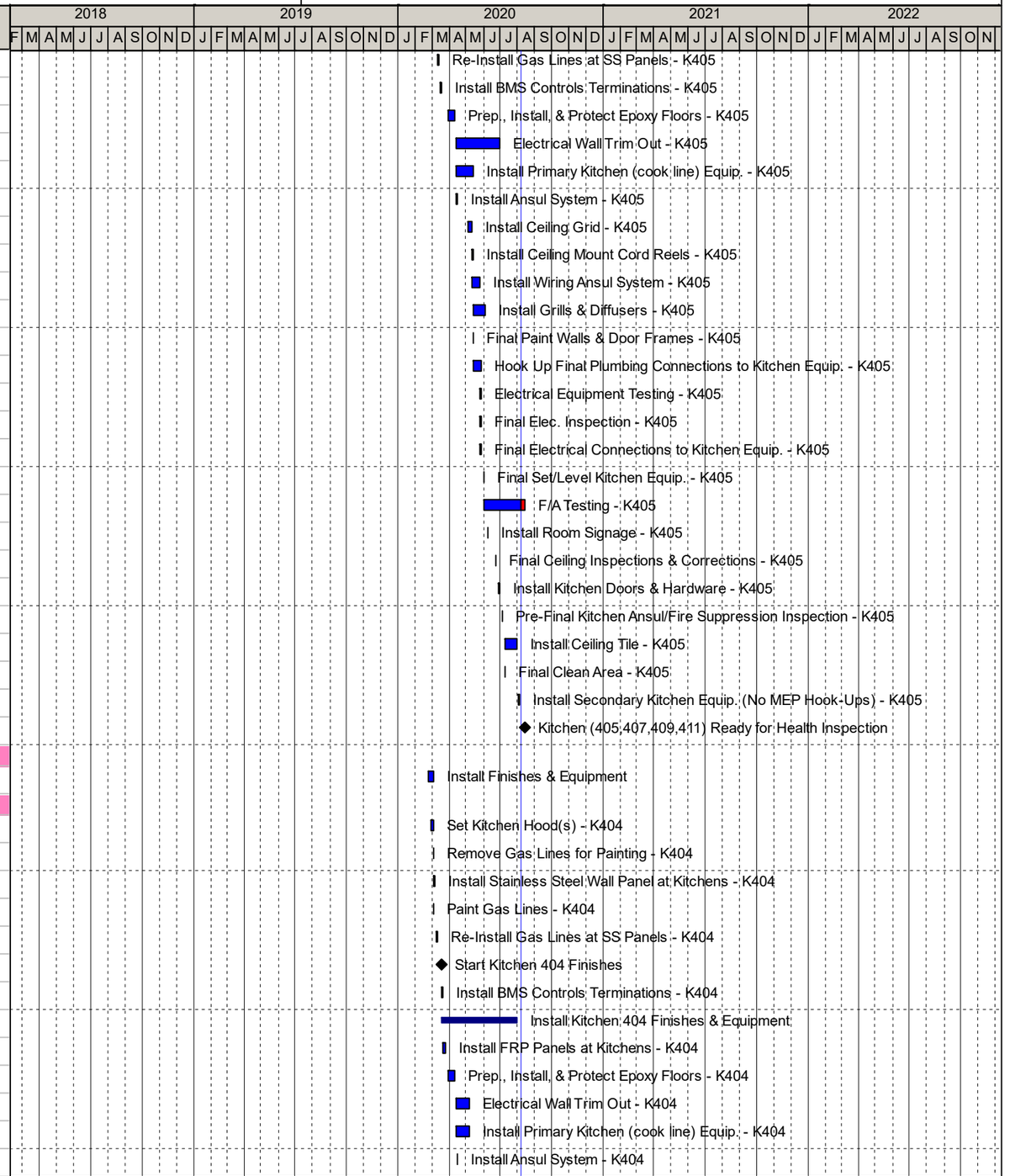
Remaining Level of Effort
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Date	Revision	Checked	Approved
			405

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
K405-330	Re-Install Gas Lines at SS Panels - K405	3	0	100%	10-Mar-20 A	12-Mar-20 A
K405-320	Install BMS Controls Terminations - K405	3	0	100%	16-Mar-20 A	18-Mar-20 A
K405-140	Prep., Install, & Protect Epoxy Floors - K405	5	0	100%	30-Mar-20 A	10-Apr-20 A
K405-160	Electrical Wall Trim Out - K405	5	0	100%	13-Apr-20 A	01-Jul-20 A
K405-150	Install Primary Kitchen (cook line) Equip. - K405	4	0	100%	13-Apr-20 A	13-May-20 A
K405-310	Install Ansul System - K405	2	0	100%	14-Apr-20 A	16-Apr-20 A
K405-390	Install Ceiling Grid - K405	5	0	100%	05-May-20 A	11-May-20 A
K405-360	Install Ceiling Mount Cord Reels - K405	5	0	100%	11-May-20 A	13-May-20 A
K405-120	Install Wiring Ansul System - K405	5	0	100%	11-May-20 A	26-May-20 A
K405-370	Install Grills & Diffusers - K405	3	0	100%	13-May-20 A	04-Jun-20 A
K405-250	Final Paint Walls & Door Frames - K405	2	0	100%	13-May-20 A	14-May-20 A
K405-200	Hook Up Final Plumbing Connections to Kitchen Equip. - K405	10	0	100%	14-May-20 A	28-May-20 A
K405-230	Electrical Equipment Testing - K405	1	0	100%	26-May-20 A	29-May-20 A
K405-220	Final Elec. Inspection - K405	1	0	100%	26-May-20 A	29-May-20 A
K405-170	Final Electrical Connections to Kitchen Equip. - K405	5	0	100%	26-May-20 A	29-May-20 A
K405-240	Final Set/Level Kitchen Equip. - K405	2	0	100%	03-Jun-20 A	03-Jun-20 A
K405-210	F/A Testing - K405	1	5	0%	03-Jun-20 A	13-Aug-20
K405-270	Install Room Signage - K405	1	0	100%	08-Jun-20 A	08-Jun-20 A
K405-450	Final Ceiling Inspections & Corrections - K405	2	0	100%	24-Jun-20 A	24-Jun-20 A
K405-260	Install Kitchen Doors & Hardware - K405	1	0	100%	29-Jun-20 A	01-Jul-20 A
K405-290	Pre-Final Kitchen Ansul/Fire Suppression Inspection - K405	1	0	100%	06-Jul-20 A	06-Jul-20 A
K405-190	Install Ceiling Tile - K405	4	0	100%	10-Jul-20 A	30-Jul-20 A
K405-180	Final Clean Area - K405	1	0	100%	10-Jul-20 A	10-Jul-20 A
K405-280	Install Secondary Kitchen Equip. (No MEP Hook-Ups) - K405	2	0	100%	03-Aug-20 A	04-Aug-20 A
K405-300	Kitchen (405,407,409,411) Ready for Health Inspection	0	0	0%		13-Aug-20
Walk-In Freezers (2)						
A4990	Install Finishes & Equipment	40	0	100%	24-Feb-20 A	05-Mar-20 A
Production Kitchen (404)						
K404-410	Set Kitchen Hood(s) - K404	3	0	100%	28-Feb-20 A	03-Mar-20 A
K404-350	Remove Gas Lines for Painting - K404	1	0	100%	03-Mar-20 A	03-Mar-20 A
K404-380	Install Stainless Steel Wall Panel at Kitchens - K404	2	0	100%	04-Mar-20 A	05-Mar-20 A
K404-340	Paint Gas Lines - K404	1	0	100%	04-Mar-20 A	04-Mar-20 A
K404-330	Re-Install Gas Lines at SS Panels - K404	3	0	100%	09-Mar-20 A	11-Mar-20 A
K404-400	Start Kitchen 404 Finishes	0	0	100%	18-Mar-20 A	
K404-320	Install BMS Controls Terminations - K404	3	0	100%	18-Mar-20 A	20-Mar-20 A
K404-100	Install Kitchen 404 Finishes & Equipment	43	0	100%	18-Mar-20 A	30-Jul-20 A
K404-430	Install FRP Panels at Kitchens - K404	5	0	100%	20-Mar-20 A	26-Mar-20 A
K404-140	Prep., Install, & Protect Epoxy Floors - K404	5	0	100%	30-Mar-20 A	10-Apr-20 A
K404-160	Electrical Wall Trim Out - K404	5	0	100%	14-Apr-20 A	07-May-20 A
K404-150	Install Primary Kitchen (cook line) Equip. - K404	4	0	100%	14-Apr-20 A	08-May-20 A
K404-310	Install Ansul System - K404	2	0	100%	15-Apr-20 A	17-Apr-20 A



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Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
K404-390	Install Ceiling Grid - K404	2	0	100%	04-May-20 A	08-May-20 A
K404-420	Set Dishwasher - K404	1	0	100%	06-May-20 A	06-May-20 A
K404-120	Install wiring Ansul System - K404	5	0	100%	06-May-20 A	13-May-20 A
K404-360	Install Ceiling Mount Cord Reels - K404	5	0	100%	07-May-20 A	11-May-20 A
K404-370	Install Grills & Diffusers - K404	3	0	100%	11-May-20 A	13-May-20 A
K404-250	Final Paint Walls & Door Frames - K404	2	0	100%	13-May-20 A	14-May-20 A
K404-200	Hook Up Final Plumbing Connections to Kitchen Equip. - K404	10	0	100%	13-May-20 A	24-Jun-20 A
K404-230	Electrical Equipment Testing - K404	1	0	100%	26-May-20 A	29-May-20 A
K404-220	Final Elec. Inspection - K404	1	0	100%	26-May-20 A	29-May-20 A
K404-190	Install Ceiling Tile - K404	4	0	100%	26-May-20 A	17-Jun-20 A
K404-210	F/A Testing - K404	1	5	0%	03-Jun-20 A	13-Aug-20
K404-270	Install Room Signage - K404	1	0	100%	08-Jun-20 A	08-Jun-20 A
K404-110	Final Ceiling Inspections & Corrections - K404	2	0	100%	12-Jun-20 A	12-Jun-20 A
K404-170	Final Electrical Connections to Kitchen Equip. - K404	5	0	100%	22-Jun-20 A	29-Jun-20 A
K404-260	Install Kitchen Doors & Hardware - K404	1	0	100%	26-Jun-20 A	29-Jun-20 A
K404-240	Final Set/Level Kitchen Equip. - K404	2	0	100%	30-Jun-20 A	30-Jun-20 A
K404-290	Pre-Final Kitchen Fire Suppression Inspection - K404	1	0	100%	06-Jul-20 A	06-Jul-20 A
K404-180	Rough Clean Area - K404	1	0	100%	10-Jul-20 A	10-Jul-20 A
K404-130	Install Final Sheet Metal Connections for Dishwasher - K404	3	0	100%	10-Jul-20 A	15-Jul-20 A
K404-280	Install Secondary Kitchen Equip. (No MEP Hook-Ups) - K404	2	0	100%	29-Jul-20 A	30-Jul-20 A
K404-300	Kitchen 404 Ready for Health Inspection	0	0	0%		13-Aug-20
Artemisia's Dining - Room 402						
A40010	Install Finishes & Equipment	30	0	100%	01-Apr-20 A	05-Aug-20 A
Break-Out Rooms						
A4-990	Tape/Float/Finish Walls	7	0	100%	04-Mar-20 A	12-Mar-20 A
A4-1010	Prime & 1st Coat Paint Walls	5	0	100%	19-Mar-20 A	26-Mar-20 A
A4-1030	Re-Engineer & Correct Hanger Connection for Folding Partition	5	0	100%	30-Mar-20 A	22-Apr-20 A
A4-1000	Pre-Grid Inspections & Corrections	2	0	100%	09-Apr-20 A	10-Apr-20 A
A4-830	Install Operable Partitions (2)	4	0	100%	22-Apr-20 A	08-May-20 A
A4-1130	Install Ceiling Grid	4	0	100%	15-May-20 A	12-Jun-20 A
A4-1160	Install Light Fixtures at Grid Ceilings	4	0	100%	26-May-20 A	18-Jun-20 A
A4-1150	Install MEP at Grid	4	0	100%	05-Jun-20 A	18-Jun-20 A
A4-1170	Final Above Ceiling Inspections & Corrections	2	0	100%	24-Jun-20 A	24-Jun-20 A
A4-1220	Final MEP Trim at Walls & Floors	5	0	100%	25-Jun-20 A	03-Jul-20 A
A4-1180	Drop Ceiling Tile	2	0	100%	25-Jun-20 A	01-Jul-20 A
A4-1230	Install Doors & Hardware	2	0	100%	29-Jun-20 A	01-Jul-20 A
A4-1070	Final Painting	3	0	100%	01-Jul-20 A	09-Jul-20 A
A4-1120	Install Fire Extinguishers	1	0	100%	02-Jul-20 A	02-Jul-20 A
A4-1190	Install Carpet Tile	3	0	100%	10-Jul-20 A	14-Jul-20 A
A4-1200	Install Rubber Base	1	0	100%	10-Jul-20 A	11-Jul-20 A
A4-1110	Prep. Floors for Flooring	2	0	100%	10-Jul-20 A	10-Jul-20 A



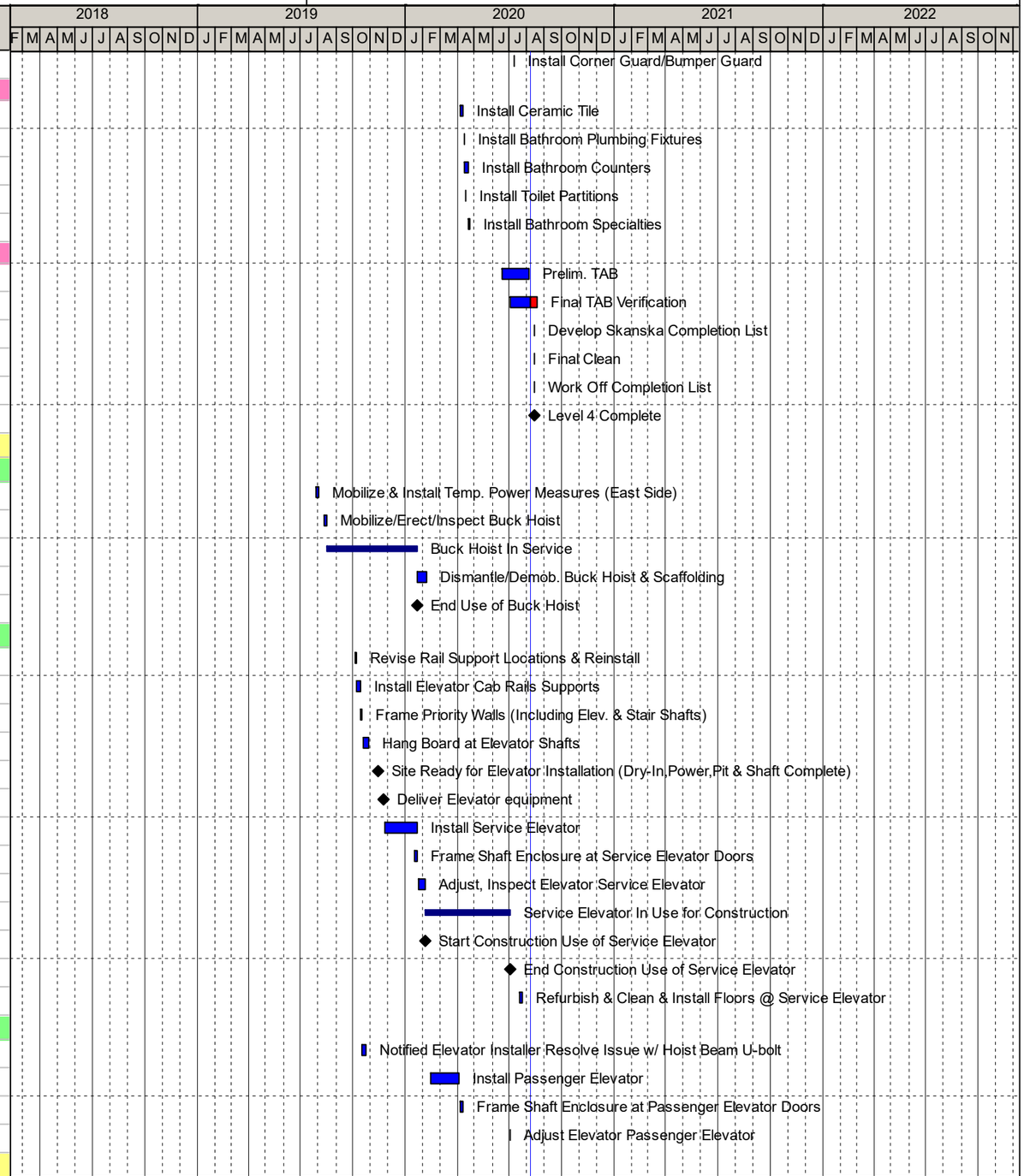
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Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A4-1100	Install Corner Guard/Bumper Guard	3	0	100%	10-Jul-20 A	10-Jul-20 A
Bathrooms						
A4-440	Install Ceramic Tile	5	0	100%	06-Apr-20 A	10-Apr-20 A
A4-610	Install Bathroom Plumbing Fixtures	3	0	100%	13-Apr-20 A	14-Apr-20 A
A4-600	Install Bathroom Counters	2	0	100%	14-Apr-20 A	20-Apr-20 A
A4-660	Install Toilet Partitions	5	0	100%	15-Apr-20 A	15-Apr-20 A
A4-690	Install Bathroom Specialties	2	0	100%	20-Apr-20 A	24-Apr-20 A
Punch & Cx						
A4-700	Prelim. TAB	3	0	100%	19-Jun-20 A	05-Aug-20 A
A4-740	Final TAB Verification	5	3	40%	03-Jul-20 A	19-Aug-20
A4-750	Develop Skanska Completion List	1	1	0%	13-Aug-20	13-Aug-20
A4-770	Final Clean	1	1	0%	14-Aug-20	14-Aug-20
A4-760	Work Off Completion List	1	1	0%	14-Aug-20	14-Aug-20
A4-780	Level 4 Complete	0	0	0%		14-Aug-20
Elevators						
Buck Hoist						
A2470	Mobilize & Install Temp. Power Measures (East Side)	5	0	100%	29-Jul-19 A	02-Aug-19 A
A42030	Mobilize/Erect/Inspect Buck Hoist	5	0	100%	12-Aug-19 A	16-Aug-19 A
A42010	Buck Hoist In Service	103	0	100%	16-Aug-19 A	22-Jan-20 A
A42040	Dismantle/Demob. Buck Hoist & Scaffolding	3	0	100%	22-Jan-20 A	08-Feb-20 A
A42020	End Use of Buck Hoist	0	0	100%		22-Jan-20 A
Service Elevator						
A9240	Revise Rail Support Locations & Reinstall	2	0	100%	04-Oct-19 A	07-Oct-19 A
A9230	Install Elevator Cab Rails Supports	5	0	100%	08-Oct-19 A	14-Oct-19 A
A9100	Frame Priority Walls (Including Elev. & Stair Shafts)	3	0	100%	15-Oct-19 A	17-Oct-19 A
A9110	Hang Board at Elevator Shafts	5	0	100%	18-Oct-19 A	29-Oct-19 A
A9120	Site Ready for Elevator Installation (Dry-In,Power,Pit & Shaft Complete)	0	0	100%		15-Nov-19 A
A7360	Deliver Elevator equipment	0	0	100%		22-Nov-19 A
A9130	Install Service Elevator	40	0	100%	25-Nov-19 A	22-Jan-20 A
A9140	Frame Shaft Enclosure at Service Elevator Doors	5	0	100%	16-Jan-20 A	22-Jan-20 A
A9150	Adjust, Inspect Elevator Service Elevator	3	0	100%	23-Jan-20 A	06-Feb-20 A
A9190	Service Elevator In Use for Construction	78	0	100%	06-Feb-20 A	02-Jul-20 A
A9160	Start Construction Use of Service Elevator	0	0	100%	06-Feb-20 A	
A9180	End Construction Use of Service Elevator	0	0	100%		02-Jul-20 A
A9170	Refurbish & Clean & Install Floors @ Service Elevator	5	0	100%	20-Jul-20 A	23-Jul-20 A
Passenger Elevator						
A9250	Notified Elevator Installer Resolve Issue w/ Hoist Beam U-bolt	5	0	100%	18-Oct-19 A	23-Oct-19 A
A9200	Install Passenger Elevator	40	0	100%	13-Feb-20 A	03-Apr-20 A
A9210	Frame Shaft Enclosure at Passenger Elevator Doors	5	0	100%	06-Apr-20 A	10-Apr-20 A
A9220	Adjust Elevator Passenger Elevator	3	0	100%	02-Jul-20 A	02-Jul-20 A
MEP Chase						



Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A41450	Install CWS/R from Lvl. 1 Pump Room to Roof	10	0	100%	25-Sep-19 A	03-Oct-19 A
A41460	Install Elec. Feed From MSB to Room 436	10	0	100%	25-Sep-19 A	03-Oct-19 A
A41510	Install Grease Duct Riser	10	0	100%	09-Oct-19 A	31-Oct-19 A
A41520	Inspect Grease Duct Riser	2	0	100%	01-Nov-19 A	04-Nov-19 A
A41530	Insulate Grease Duct Riser	5	0	100%	15-Nov-19 A	12-Dec-19 A
A41440	Install Vertical Duct to RTUs from Lvl 1 to Roof	15	0	100%	22-Nov-19 A	19-Dec-19 A
A41540	Frame & Sheath Riser Shaft Walls	5	0	100%	24-Jan-20 A	30-Jan-20 A
Stairs						
Stair 3						
A41300	Start Finishes at Stair 3	0	0	100%	03-Apr-20 A	
A41310	Install Finishes at Stair 3	30	0	100%	03-Apr-20 A	14-May-20 A
Stair 2						
A41340	Start Finishes at Stair 2	0	0	100%	13-Apr-20 A	
A41350	Install Finishes at Stair 2	30	0	100%	13-Apr-20 A	09-Jul-20 A
Social Stairs						
A41370	Start Finishes at Social Stair	0	0	100%	11-Mar-20 A	
Social Level 1-2						
A42440	Install aluminum shoe for glass rails Lvl. 1-2	5	0	100%	11-Mar-20 A	17-Mar-20 A
A42560	Paint Stringers Lvl. 1-2	5	0	100%	02-Apr-20 A	24-Apr-20 A
A41380	Install Pre-Cast Terrzzo Treads Lvl. 1-2	5	0	100%	06-May-20 A	13-May-20 A
A42430	Install Wood Plinths Lvl. 1-2	5	0	100%	12-May-20 A	14-May-20 A
A42450	Install Glass Railings Lvl. 1-2	5	0	100%	06-Jul-20 A	14-Jul-20 A
A41560	Install Wood Handrail at Social Stair Lvl. 1-2	2	2	0%	07-Aug-20	10-Aug-20
Social Level 2-3						
A42490	Install aluminum shoe for glass rails Lvl. 2-3	5	0	100%	17-Mar-20 A	20-Mar-20 A
A42480	Install Wood Plinths Lvl. 2-3	5	0	100%	26-May-20 A	28-May-20 A
A42470	Install Pre-Cast Terrzzo Treads Lvl. 2-3	5	0	100%	26-May-20 A	17-Jul-20 A
A42570	Paint Stringers Lvl. 2-3	3	2	33.33%	02-Jun-20 A	10-Aug-20
A42500	Install Glass Railings Lvl. 2-3	5	0	100%	02-Jun-20 A	30-Jul-20 A
A42460	Install Wood Handrail at Social Stair Lvl. 2-3	2	2	0%	11-Aug-20	12-Aug-20
Social Level 3-4						
A42540	Install aluminum shoe for glass rails Lvl. 3-4	5	0	100%	25-Mar-20 A	01-Apr-20 A
A42530	Install Wood Plinths Lvl. 3-4	5	0	100%	28-May-20 A	02-Jun-20 A
A42520	Install Pre-Cast Terrzzo Treads Lvl. 3-4	5	0	100%	24-Jun-20 A	01-Jul-20 A
A42550	Install Glass Railings Lvl. 3-4	5	0	100%	26-Jun-20 A	02-Jul-20 A
A42580	Paint Stringers Lvl. 3-4	3	3	0%	11-Aug-20	13-Aug-20
A42510	Install Wood Handrail at Social Stair Lvl. 3-4	2	2	0%	14-Aug-20	17-Aug-20
Equipment Yard						
A42370	Clean Out & Re-grade East Equipment Yard	5	0	100%	27-Jan-20 A	31-Jan-20 A
A41590	FRP Generator Pad	2	0	100%	03-Feb-20 A	04-Feb-20 A
A41610	Set Generator	1	0	100%	05-Feb-20 A	05-Feb-20 A



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Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A41860	Install Final Connections Generator	5	0	100%	21-Feb-20 A	27-Feb-20 A
A41600	Install Trench Drain	2	0	100%	21-Feb-20 A	24-Feb-20 A
A10050	FRP Equipment Yard Slab on Grade	3	0	100%	04-Mar-20 A	06-Mar-20 A
A41580	Set Condenser Unit	1	0	100%	10-Apr-20 A	10-Apr-20 A
A41870	Install Final Connections/Start Up Condenser Unit	5	0	100%	25-Jun-20 A	01-Jul-20 A
Permanent Power						
A8150	Mob. Pier Driller for Xfmr Pad	7	0	100%	12-Aug-19 A	17-Sep-19 A
A7750	Drill Piers & F/R/P Transformer Pad	7	0	100%	18-Sep-19 A	26-Sep-19 A
A7960	Set Transformer	2	0	100%	10-Oct-19 A	11-Oct-19 A
A7970	Terminate Elec. Service at Transformer (Line Side Only)	5	0	100%	14-Oct-19 A	18-Oct-19 A
Final Site Work						
North Site Work						
A2410	Install UG Elec. Rough for Site Lighting (North Site)	8	0	100%	02-Apr-20 A	09-Apr-20 A
A16140	Start North Site Work	0	0	100%	02-Apr-20 A	
A15850	Excavate/Rough Grade	3	0	100%	04-May-20 A	08-May-20 A
A15890	Fine Grade	2	0	100%	08-May-20 A	11-May-20 A
A15990	FRP Sidewalks	10	0	100%	13-May-20 A	24-Jul-20 A
A15980	FRP Stairs	5	0	100%	29-May-20 A	04-Jun-20 A
A15900	Install Irrigation	2	0	100%	24-Jul-20 A	25-Jul-20 A
A15910	Install Top Soil & Sod	2	0	100%	03-Aug-20 A	04-Aug-20 A
South Site Work						
A40220	Excavate/Rough Grade	5	0	100%	24-Feb-20 A	28-Feb-20 A
A40230	Start South Site Work	0	0	100%	24-Feb-20 A	
A2420	Install UG Elec. Rough for Site Lighting (South Site)	8	0	100%	26-Feb-20 A	04-Mar-20 A
A40250	Fine Grade	5	0	100%	26-Feb-20 A	02-Mar-20 A
A40280	FRP Sidewalks & Stairs	10	0	100%	26-Feb-20 A	05-Mar-20 A
A40210	Install Handrails	5	0	100%	24-Jul-20 A	27-Jul-20 A
A40240	Install Irrigation	5	0	100%	28-Jul-20 A	29-Jul-20 A
A40260	Install Top Soil & Sod	5	0	100%	03-Aug-20 A	04-Aug-20 A
East Parking Lot & Drive						
EXT E 1190	RFI140 Excavate & Remove Lint Trap	3	0	100%	06-Mar-20 A	10-Mar-20 A
EXT E 1200	RFI 140:Set New Lint Trap & Piping	2	0	100%	11-Mar-20 A	12-Mar-20 A
EXT E 1210	RFI140 Inspect Lint Trap	1	0	100%	13-Mar-20 A	13-Mar-20 A
EXT E 1220	RFI 140 Backfill and Grade at Lint Trap	5	0	100%	16-Mar-20 A	31-Mar-20 A
EXT E 1170	De-Mobilize Subs from East Site	5	0	100%	01-Apr-20 A	03-Apr-20 A
SITE-220	Remove Trailer from East Parking Lot	5	0	100%	03-Apr-20 A	06-Apr-20 A
SITE-120	Prep. Parking Lot Subgrade	7	0	100%	11-May-20 A	12-May-20 A
A16110	Fine Grade for Fire Lane	5	0	100%	11-May-20 A	13-May-20 A
A16120	Excavate/FRP Curbs at Fire Lane	5	0	100%	12-May-20 A	29-May-20 A
SITE-210	FRP Sidewalks	5	0	100%	03-Jun-20 A	08-Jul-20 A
A15000	Pave Final Lift of Asphalt at East Parking Lot	2	0	100%	03-Jun-20 A	16-Jul-20 A



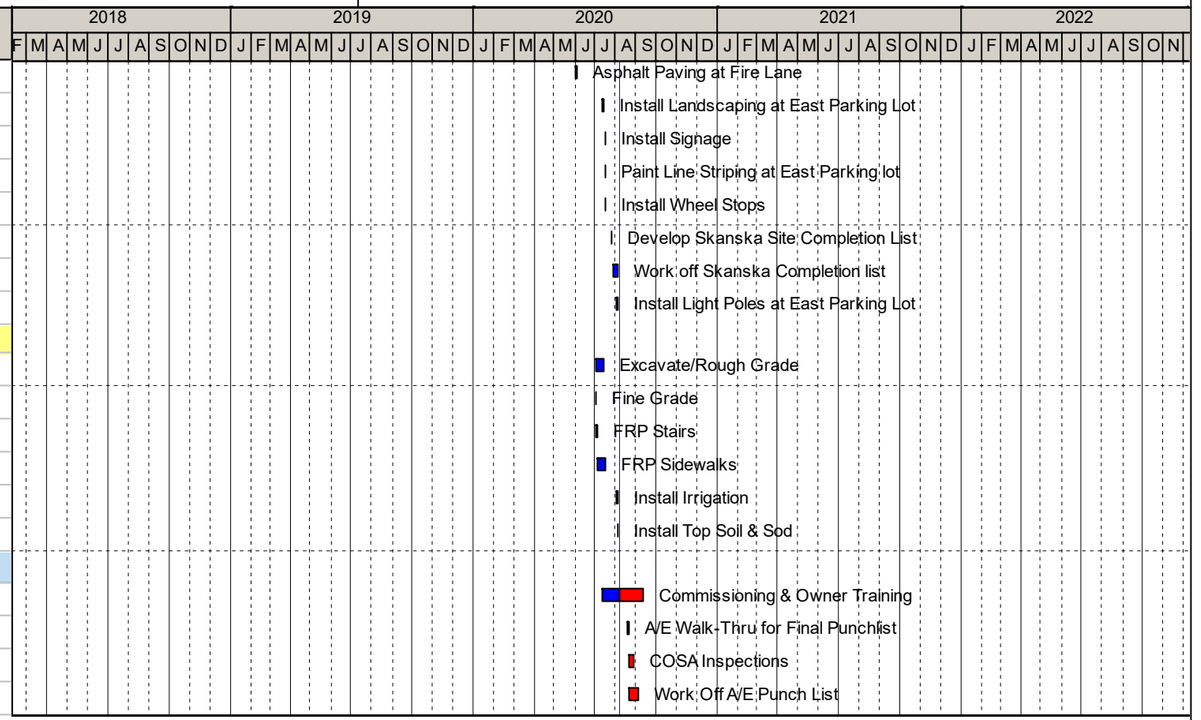
Remaining Level of Effort | Mi...
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved
			410

Activity ID	Activity Name	Orig Dur	Rem Dur	% Complete	Start	Finish
A16130	Asphalt Paving at Fire Lane	5	0	100%	03-Jun-20 A	04-Jun-20 A
A15020	Install Landscaping at East Parking Lot	5	0	100%	13-Jul-20 A	15-Jul-20 A
A15080	Install Signage	2	0	100%	17-Jul-20 A	17-Jul-20 A
SITE-180	Paint Line Striping at East Parking lot	2	0	100%	18-Jul-20 A	18-Jul-20 A
A15090	Install Wheel Stops	2	0	100%	18-Jul-20 A	18-Jul-20 A
A40290	Develop Skanska Site Completion List	1	0	100%	27-Jul-20 A	27-Jul-20 A
A40300	Work off Skanska Completion list	5	0	100%	28-Jul-20 A	06-Aug-20 A
A15070	Install Light Poles at East Parking Lot	4	0	100%	03-Aug-20 A	05-Aug-20 A
West Site Work						
A42590	Excavate/Rough Grade	3	0	100%	03-Jul-20 A	15-Jul-20 A
A42620	Fine Grade	2	0	100%	03-Jul-20 A	03-Jul-20 A
A42610	FRP Stairs	5	0	100%	03-Jul-20 A	06-Jul-20 A
A42600	FRP Sidewalks	7	0	100%	06-Jul-20 A	17-Jul-20 A
A42630	Install Irrigation	2	0	100%	03-Aug-20 A	06-Aug-20 A
A42640	Install Top Soil & Sod	2	0	100%	05-Aug-20 A	06-Aug-20 A
Commissioning & Close Out						
A1050	Commissioning & Owner Training	30	15	50%	13-Jul-20 A	11-Sep-20
A1080	A/E Walk-Thru for Final Punchlist	3	3	0%	19-Aug-20	21-Aug-20
A1040	COSA Inspections	5	5	0%	21-Aug-20	27-Aug-20
A1030	Work Off A/E Punch List	10	10	0%	21-Aug-20	03-Sep-20



Remaining Level of Effort ◆ Mi...
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work

Alamo Colleges District - St. Phillips College
San Antonio, TX
THCA Culinary Arts Building
As-Built Schedule
All Activities

SKANSKA

Date	Revision	Checked	Approved

DocuSign Envelope ID: 98B818B7-E877-4321-8911-0C3880A9F079

Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District – San Antonio College (SAC) Physical Plant, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER

"The Board of Trustees hereby approves an amendment to decrease by $400,000 to $2,420,596 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Physical Plant, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

PURPOSE

To approve the amendment to decrease the Guaranteed Maximum Price by $400,000 to $2,420,596 under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Physical Plant, Capital Improvement Project (CIP) subject to staff confirmation of scope and subsequent execution of GMP amendment.

BACKGROUND

In February 27, 2018, the Board approved the purchase of Construction Manager-at-Risk Services for the District for the General Obligation Bond Projects. On December 11, 2018 the Board approved a GMP of $2,820,596 (including contingency) for this work. The Construction Manager -at-Risk J.T. Vaughn, LLC is able to provide $400,000 of buyout savings from the project. The buyout savings are a result of the CMR procurement process in bidding and purchasing the various commodities and work packages used the in the construction project. The buyout savings will be used for additional funding of the SAC Early Childcare and Micronauts project and other SAC CIP projects.

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SAC project	December 2018 GMP Award	November 2020 GMP Decrease Amount	Final GMP
Physical Plant	$2,820,596	$400,000	$2,420,596
TOTALS	**$2,820,596**	**$400,000**	**$2,420,596**

IMPLICATIONS

Financial: 2017 General Obligations Bond Funds
Strategic Objective: Goal I – Student Success; Goal III – Performance Excellence
SWMBE/HUB Participation: 24%
Employee Services:
ATTACHMENTS: Project Summary Sheet, Deductive Change Order #01

DocuSigned by:
Robert Vela
51F84D32D631413...
Dr. Robert Vela
President, San Antonio College

DocuSigned by:
Lacy Hampton
AB8BD92A667E4A3...
Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

DocuSigned by:
Diane Snyder
C8AA3C272D984B2...
Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

DocuSigned by:
A1956726E5BF4CD...
Dr. Mike Flores
Chancellor

DocuSign Envelope ID: 98B818B7-E877-4321-8911-0C3880A9F079

EXHIBIT A - ATTACHMENT D1

CHANGE ORDER PROPOSAL

This change order ("Change Order") to the Contract described herein is made and entered into between the **Alamo Community College District**, a political subdivision of the State of Texas ("Alamo Colleges District" or "Owner"), Vaughn Construction ("Contractor" or "Construction Manager") and, O'Connell Robertson ("Architect") regarding the San Antonio College (SAC) Physical Plant Utility Capital Improvement Project (Project), which was agreed to as evidenced by the Guaranteed Maximum Price Amendment executed on January 25, 2019 with a Guaranteed Maximum Price of $2,820,596.00 and a Final Completion date of June 5, 2020.

This is Change Order No. 01
Date of this Changer Order is December 8, 2020

The original date for Final Completion was June 5, 2020 and Substantial Completion was May 5, 2020.

The original not-to exceed Guaranteed Maximum Price consisting of:

1.	Stipulated amount for the Preconstruction Services Fee	$17,600.00
2.	Amount for the Construction Services including:	$2,802,996.00
	a. A not-to exceed amount for the Cost of Work	$2,434,525.00
	b. A not-to exceed amount for the General Conditions	$168,740.00
	c. A not-to exceed amount Construction Phase Fee	$126,695.00
	d. A lump sum amount of Construction Contingency	$73,03600
	e. A lump sum amount of Owner Contingency	$0.00
3.	TOTAL OF GMP LINE ITEMS 1 AND 2:	$2,820,596.00
	This amount is the current Guaranteed Maximum Price (GMP) guaranteed to the Owner not to be exceeded.	

The Construction Manager hereby submits to the Alamo Colleges District a request for a change in the Work, Contract Sum, Contract Time and/or Contract Documents accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner and to permit the Owner to make a decision. Owner reserves the right to request additional information to evaluate any request and recommends that all requests be prepared in a manner consistent with the District's Guidelines for the Preparation of the Guaranteed Maximum Price Proposal.

All changes orders must include an updated Project Schedule, General Conditions, and Schedule of Values, as applicable.

Based on the request and the supporting documents, the contract is changed as follows:
(Insert a detailed description of the change and attach specific exhibits, plans or specifications with which contractor shall comply, but not subcontractor bids, responses or proposals. Also include any agreed-upon adjustments.)

The changes to the Contract are based upon the following assumptions, specifications, drawings, or other conditions of the Contract:

This Change Order does not include any change in contracted scope and is solely adjusting the contract sum to return unused cost of work dollars back to Alamo Colleges. The savings being returned is a result of recognizing buying out the cost of work at less cost than was was projected at the time of GMP. The addition of days below is a result of recognizing that this project's completion will be driven by the completion of the Parking Garage due to interface and tie-ins of utilities between the projects.

The Contract is changed to modify the scope of work, which is set forth in detail in the documents attached hereto, incorporated herein or referenced herein. The Contractor must comply with these aforementioned plans, specifications, conditions and requirements as it relates to the Project and the modified scope of work. The provisions of this Change Order shall (i) modify the terms of the Contract Documents, as herein specified; and (ii) shall prevail over any conflicting provisions of the Contract Documents, to the extent of such conflict, as of the date of this Change Order.

The Contract Time will increase by three hundred seven (307) of days and the new date for Final Completion is April 8, 2021 and Substantial Completion is March 10, 2021 as further reflected on the attached Project Schedule.

The new not-to exceed Guaranteed Maximum Price consists of:

1.	The new not-to exceed amount for Preconstruction Services Fee	$17,600.00
2.	The new not-to exceed amount for Construction Services include:	$2,402,996.00
	a. The new not-to exceed amount for the Cost of Work	$2,084,525.00
	b. The new not-to exceed amount for the General Conditions	$168,740.00
	c. The new not-to exceed amount Construction Phase Fee	$126,695.00
	d. The new not-to exceed amount of Construction Contingency	$23,036.00
	e. The new not-to exceed amount of Owner Contingency	$0.00

Any of the unused contingencies shall accrue to the Owner.

3. TOTAL of the NEW AMENDED GMP LINE ITEMS 1 AND 2: $2,420,596.00

This amount shall be the new Guaranteed Maximum Price (GMP), which we hereby guarantee to the Owner shall not be exceeded.

By signing below, each party represents and acknowledges that it (i) has reviewed this instrument and its supporting data and (ii) is in agreement with the terms, conditions and requirements of this Change Order.

Accepted and Agreed to by:

Alamo Colleges District:

By: _____

Printed Name: Dr. Diane Snyder

Its: Vice Chancellor, Finance & Administration

Contractor:

By: _____

Printed Name: _____

Its: _____

District's Counsel, as to form only:

By: _____

Printed Name: _____

Its: _____

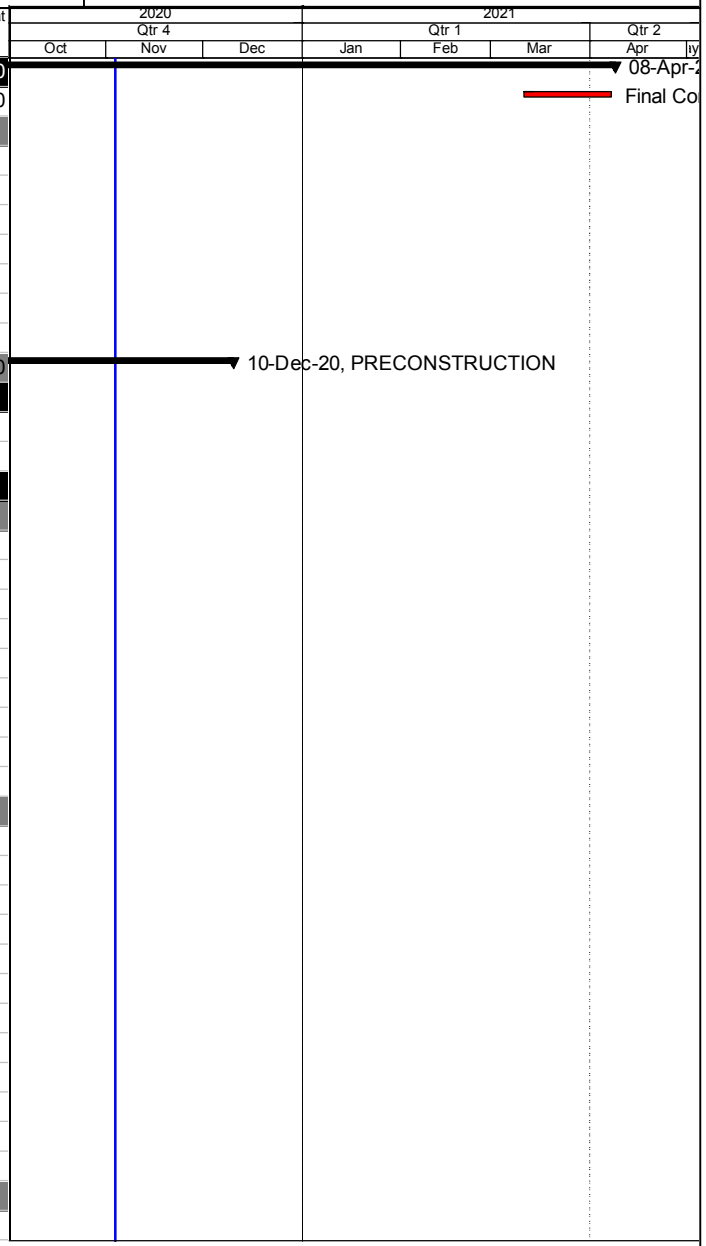
Architect:

By: _____

Printed Name: _____

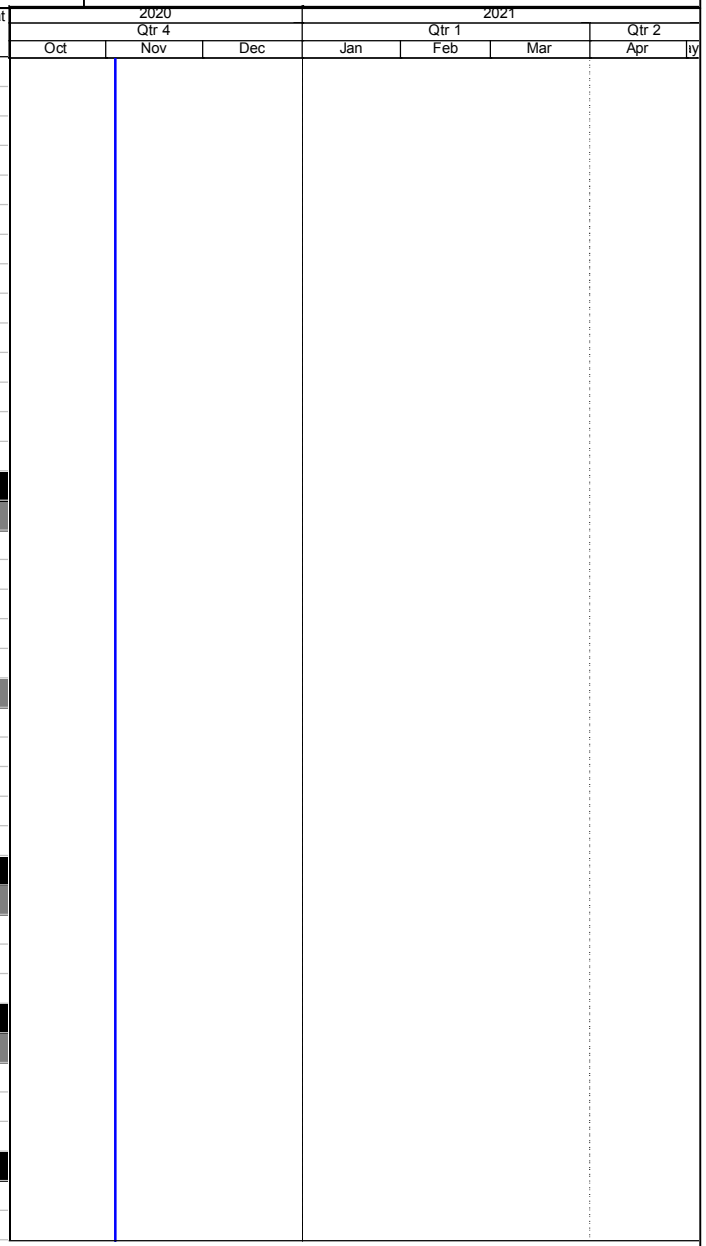
Its: _____

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
San Antonio College Garage 3		1204	21-Nov-17 A	08-Apr-21	0
A8880	Final Completion Activities	20	11-Mar-21	07-Apr-21	0
CMR Selection		113	21-Nov-17 A	17-Jan-19 A	
A7230	Alamo Colleges Receives RFP's	1	21-Nov-17 A	21-Nov-17 A	
A7240	ACCD Reviews Respondents Information/ Board Recommendation	15	22-Nov-17 A	11-Dec-18 A	
A7250	Board Approval	0		11-Dec-18 A	
A7260	ACCD Issues Letter of Intent	1	12-Dec-18 A	12-Dec-18 A	
A7280	Vaughn Executes CMR Agreement	3	10-Jan-19 A	15-Jan-19 A	
A7270	ACCD Issues CMR Agreement	2	11-Jan-19 A	11-Jan-19 A	
A7290	ACCD Executes CMR Agreement	3	15-Jan-19 A	17-Jan-19 A	
PRECONSTRUCTION		1204	14-Mar-18 A	10-Dec-20	0
Preconstruction Milestones		95	08-Feb-19 A	26-Jun-19 A	
A6860	Subcontractor Solicitation	0	08-Feb-19 A		
A6850	Alamo Colleges Issues NTP - Buyout	0		26-Jun-19 A	
Project Design		245	14-Mar-18 A	09-Jan-19 A	
Schematic Design		149	14-Mar-18 A	01-Aug-18 A	
A6610	Schematic Design Documentation	61	14-Mar-18 A	18-May-18 A	
A6630	Submit 100% SD's for Review	1	18-May-18 A	18-May-18 A	
A6670	Print and Distribute SD Docs	2	18-May-18 A	21-May-18 A	
A6640	Vaughn Prepares and Submits Prelim Budget - 100% SD's	20	21-May-18 A	14-Jun-18 A	
A6650	Owner Review of 100% SD's	5	21-May-18 A	14-Jun-18 A	
A6660	Vaughn Review of 100% SD's	20	21-May-18 A	14-Jun-18 A	
A6730	Schematic Design Documentation Value Engineering Submittal 02	18	18-Jun-18 A	13-Jul-18 A	
A6740	Vaughn Prepares and Submits Prelim Budget 100% SD's Submittal	6	16-Jul-18 A	23-Jul-18 A	
A7850	Owner Review and Approval of 100% SD's Submittal 02	6	24-Jul-18 A	01-Aug-18 A	
Design Development		52	01-Aug-18 A	12-Oct-18 A	
A6680	Design Development Documentation 50% DD's	11	01-Aug-18 A	16-Aug-18 A	
A6700	Submit 50% DD's for Review	0		16-Aug-18 A	
A6690	Print and Distribute 50% DD's	2	16-Aug-18 A	17-Aug-18 A	
A6720	Owner Review and Approval of 50% DD's	5	17-Aug-18 A	22-Aug-18 A	
A6710	Vaughn Constructability Review of 50% DD's	14	20-Aug-18 A	21-Sep-18 A	
A14590	Design Development Documentation 100% DD's	12	04-Sep-18 A	19-Sep-18 A	
A14550	Submit 100% DD's for Review	0		19-Sep-18 A	
A14560	Print and Distribute 100% DD's	2	20-Sep-18 A	21-Sep-18 A	
A14570	Owner Review and Approval of 100% DD's	5	24-Sep-18 A	05-Oct-18 A	
A14580	Vaughn Constructability Review of 100% DD's	14	24-Sep-18 A	12-Oct-18 A	
A6780	Vaughn Submission Preconstruction Review 50% DD's	0		05-Oct-18 A	
A14600	Vaughn Submission Preconstruction Review 100% DD's	0		12-Oct-18 A	
Construction Documents		50	05-Oct-18 A	09-Jan-19 A	
A6750	Construction Documents Development 50% CD's	13	05-Oct-18 A	23-Oct-18 A	



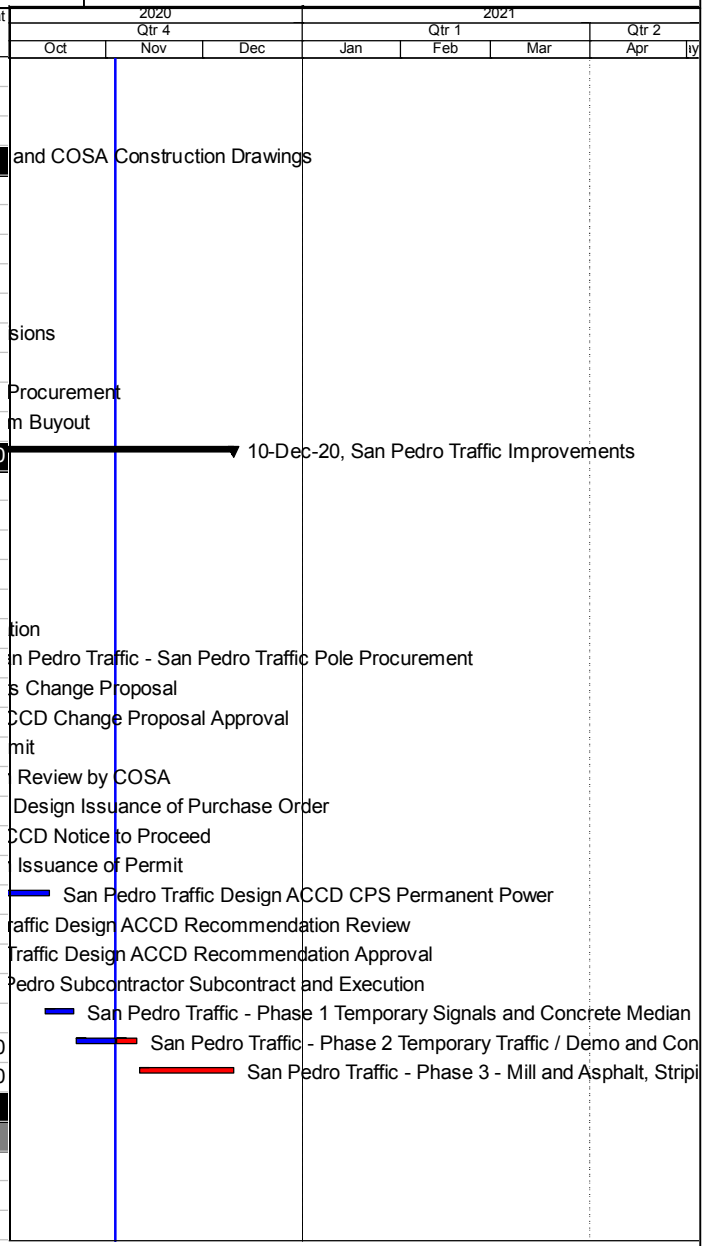
(c) Primavera Systems, Inc.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A6760	Submit 50% CD's for Review	0		23-Oct-18 A	
A7300	Print and Distribute 50% CD's	2	24-Oct-18 A	25-Oct-18 A	
A7310	Vaughn Constructability Review of 50% CD's	5	24-Oct-18 A	30-Oct-18 A	
A16450	Construction Documents Development 95% CD's	21	24-Oct-18 A	21-Nov-18 A	
A7860	Vaughn Submission Preconstruction Review of 50% CD's	0		30-Oct-18 A	
A6910	Owner Review and Approval of 50% CD's	2	31-Oct-18 A	01-Nov-18 A	
A16460	Submit 95% CD's for Review	0		21-Nov-18 A	
A16470	Print and Distribute 95% CD's	1	26-Nov-18 A	26-Nov-18 A	
A16490	Owner Review and Approval of 95% CD's	3	26-Nov-18 A	28-Nov-18 A	
A16480	Vaughn Constructability Review of 95% CD's	7	27-Nov-18 A	05-Dec-18 A	
A16500	Vaughn Submission Preconstruction Review of 95% CD's	0		05-Dec-18 A	
A6770	Construction Documents Development 100% CD's	7	06-Dec-18 A	09-Jan-19 A	
A6790	Owner Review and Approval of 100% CD's	1	09-Jan-19 A	09-Jan-19 A	
A6870	Submit 100% CD's	0		09-Jan-19 A	
Guaranteed Maximum Price		130	24-Oct-18 A	23-May-19 A	
GMP Site		130	24-Oct-18 A	23-May-19 A	
A18120	Develop GMP (From 100% CD's)	15	24-Oct-18 A	09-Jan-19 A	
A18140	ACCD Review and Approves GMP - Site	3	05-Mar-19 A	07-Mar-19 A	
A18110	Alamo Colleges Approves GMP (from 100% CD's) - Site	0		06-Mar-19 A	
A18130	Vaughn Submits GMP - Site	0		06-Mar-19 A	
A18150	ACCD Issues Purchase Order - Site	3	07-Mar-19 A	23-May-19 A	
GMP Garage		127	24-Oct-18 A	23-May-19 A	
A1090	Develop GMP (From 100% CD's)	15	24-Oct-18 A	09-Jan-19 A	
A1100	Vaughn Submits GMP - Garage	0		05-Mar-19 A	
A1140	ACCD Review and Approves GMP - Garage	3	06-Mar-19 A	08-Mar-19 A	
A8110	ACCD Issues Purchase Order - Garage	3	08-Mar-19 A	23-May-19 A	
A10160	Alamo Colleges Approves GMP (from 100% CD's) - Garage	0		08-Mar-19 A	
Permitting		137	12-Feb-19 A	05-Jul-19 A	
Permitting		137	12-Feb-19 A	05-Jul-19 A	
A6990	Submit for Permitting	1	12-Feb-19 A	12-Feb-19 A	
A7000	Permit Review by COSA	15	12-Feb-19 A	05-Jul-19 A	
A7010	COSA Issues Permit	0	03-Jul-19 A	05-Jul-19 A	
Subcontractor Procurement		65	08-Feb-19 A	08-May-19 A	
Subcontractor Procurement		65	08-Feb-19 A	08-May-19 A	
A6800	Bid Process	9	08-Feb-19 A	28-Feb-19 A	
A6810	Pre-Proposal Meeting	0	14-Feb-19 A		
A6820	Proposal Deadline	0		28-Feb-19 A	
Subcontractor Procurement Buyout		17	01-Apr-19 A	08-May-19 A	
A6830	Vaughn Subcontractor Evaluation - Buyout	10	01-Apr-19 A	22-Apr-19 A	
A7320	Vaughn Recommends Best Value Subcontractors to ACCD - Buyo	2	22-Apr-19 A	06-May-19 A	



(c) Primavera Systems, Inc.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A6840	Recommendation Concurrence by Owner - Buyout	2	06-May-19 A	06-May-19 A	
A6940	Alamo Colleges Issues NTP for Subcontractors - Buyout	1	07-May-19 A	07-May-19 A	
A7180	Vaughn Issues LOI's for Subcontractors - Buyout	2	08-May-19 A	08-May-19 A	
Post Bid and COSA Construction Drawings		178	15-Jul-19 A	31-Jul-20 A	
A18330	Architect issuance of PR# 1 and PR# 2	5	15-Jul-19 A	15-Jul-19 A	
A18340	Review and Pricing PR# 1 and PR# 2 Subcontractors	5	15-Jul-19 A	30-Jul-19 A	
A18350	Owner Review and Approval PR# 1 and PR# 2	5	30-Jul-19 A	30-Jul-19 A	
A18610	Architect Issuance of CCD 1	5	09-Oct-19 A	09-Oct-19 A	
A19770	Architect Issuance of ASI# 13 - Grading Revisions	5	20-Apr-20 A	20-Apr-20 A	
A19780	Architect Issuance of PR# 17 - Storm Drain Revisions	5	18-May-20 A	18-May-20 A	
A19830	PR# 17 Submittals Review	10	26-May-20 A	26-May-20 A	
A19840	PR# 17 Storm Drain Procurement	45	27-May-20 A	31-Jul-20 A	
A20230	FAA# 34 Data and Telecomm Buyout	5	16-Jun-20 A	14-Jul-20 A	
San Pedro Traffic Improvements		624	10-Jul-19 A	10-Dec-20	0
A19270	San Pedro Traffic Design	30	10-Jul-19 A	06-Mar-20 A	
A19280	San Pedro Traffic Design Construction Drawings 100%	5	06-Mar-20 A	06-Mar-20 A	
A19320	San Pedro Traffic Design Issue for Bid	5	06-Mar-20 A	06-Mar-20 A	
A19330	San Pedro Traffic Design Return of Bid Proposals	10	24-Mar-20 A	24-Mar-20 A	
A19340	San Pedro Traffic Design Vaughn Evaluation	10	25-Mar-20 A	01-May-20 A	
A19350	San Pedro Traffic Design Vaughn Pre Recommendation	2	04-May-20 A	08-May-20 A	
A20330	San Pedro Traffic - San Pedro Traffic Pole Procurement	100	25-May-20 A	21-Sep-20 A	
A19390	San Pedro Traffic Design Vaughn Submits Change Proposal	5	08-Jun-20 A	08-Jun-20 A	
A19400	San Pedro Traffic Design ACCD Change Proposal Approval	5	08-Jun-20 A	14-Jul-20 A	
A19290	San Pedro Traffic Design Submit for Permit	10	10-Jun-20 A	10-Jun-20 A	
A19300	San Pedro Traffic Design Review by COSA	10	10-Jun-20 A	22-Jul-20 A	
A19260	San Pedro Traffic Design Issuance of Purchase Order	0	14-Jul-20 A	11-Aug-20 A	
A19380	San Pedro Traffic Design ACCD Notice to Proceed	0	14-Jul-20 A	14-Jul-20 A	
A19310	San Pedro Traffic Design Issuance of Permit	2	22-Jul-20 A	22-Jul-20 A	
A20350	San Pedro Traffic Design ACCD CPS Permanent Power	20	23-Jul-20 A	14-Oct-20 A	
A19360	San Pedro Traffic Design ACCD Recommendation Review	10	24-Aug-20 A	24-Aug-20 A	
A19370	San Pedro Traffic Design ACCD Recommendation Approval	10	24-Aug-20 A	27-Aug-20 A	
A20340	San Pedro Subcontractor Subcontract and Execution	10	27-Aug-20 A	13-Sep-20 A	
A20290	San Pedro Traffic - Phase 1 Temporary Signals and Concrete Medi	14	13-Oct-20 A	22-Oct-20 A	
A19410	San Pedro Traffic - Phase 2 Temporary Traffic / Demo and Concret	21	23-Oct-20 A	10-Nov-20	0
A20300	San Pedro Traffic - Phase 3 - Mill and Asphalt, Striping and Signage	20	11-Nov-20	10-Dec-20	0
Subcontracting and Insurance		21	09-May-19 A	07-Jun-19 A	
Subcontracting and Insurance Buyout Site		19	13-May-19 A	07-Jun-19 A	
A18160	Prepare Subcontracts - Buyout Site	5	13-May-19 A	17-May-19 A	
A18170	Review Subcontracts - Buyout Site	2	20-May-19 A	21-May-19 A	
A18180	Issue Subcontracts - Buyout Site	1	22-May-19 A	22-May-19 A	

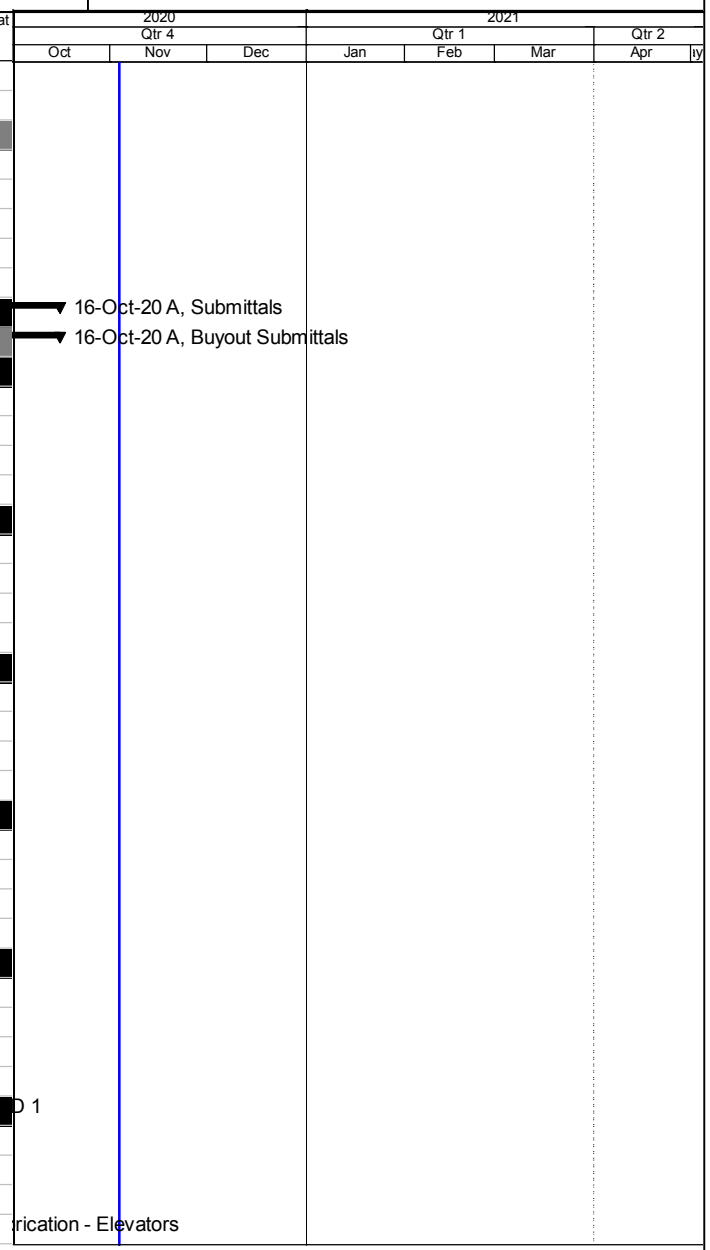


Actual Level of Effort | Actual Work | Normal Activity | Critical

TASK filter: All Activities

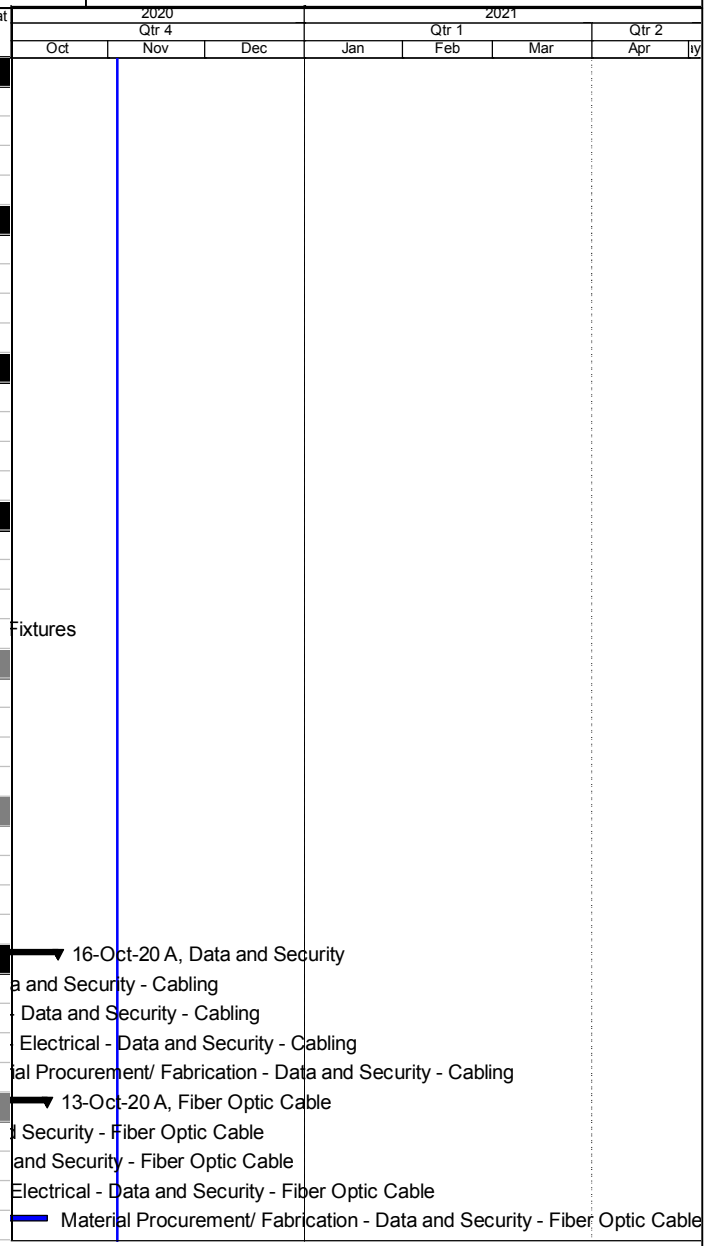
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A18190	Execute Subcontracts - Buyout Site	10	23-May-19 A	06-Jun-19 A	
A18200	Subcontractor Insurance Enrollment - Buyout Site	1	07-Jun-19 A	07-Jun-19 A	
Subcontracting and Insurance Buyout Garage		19	09-May-19 A	05-Jun-19 A	
A4070	Prepare Subcontracts - Buyout Garage	5	09-May-19 A	15-May-19 A	
A4080	Review Subcontracts - Buyout Garage	2	16-May-19 A	17-May-19 A	
A4090	Issue Subcontracts - Buyout Garage	1	20-May-19 A	20-May-19 A	
A4100	Execute Subcontracts - Buyout Garage	10	21-May-19 A	04-Jun-19 A	
A4110	Subcontractor Insurance Enrollment - Buyout Garage	1	05-Jun-19 A	05-Jun-19 A	
Submittals		406	14-Jan-19 A	16-Oct-20 A	
Buyout Submittals		406	14-Jan-19 A	16-Oct-20 A	
Reinforcing Steel Piers		36	26-Jun-19 A	27-Sep-19 A	
A9910	Submittal Prep - Reinforcing Steel Piers	10	26-Jun-19 A	17-Jul-19 A	
A9920	Vaughn Review - Reinforcing Steel Piers	2	17-Jul-19 A	19-Jul-19 A	
A9930	A/E Review - Reinforcing Steel Plers	10	19-Jul-19 A	29-Jul-19 A	
A9940	Material Procurement/ Fabrication - Reinforcing Steel Plers	5	29-Jul-19 A	27-Sep-19 A	
Reinforcing Steel Grade Beams		40	01-Jul-19 A	01-Oct-19 A	
A17090	Submittal Prep - Reinforcing Steel Grade Beams	10	01-Jul-19 A	24-Jul-19 A	
A17100	Vaughn Review - Reinforcing Steel Grade Beams	5	24-Jul-19 A	30-Jul-19 A	
A17110	A/E Review - Reinforcing Steel Grade Beams	10	30-Jul-19 A	12-Aug-19 A	
A17120	Material Procurement/ Fabrication - Reinforcing Steel Grade Beams	15	12-Aug-19 A	01-Oct-19 A	
Concrete		39	26-Jun-19 A	16-Oct-19 A	
A9950	Submittal Prep - Concrete	10	26-Jun-19 A	17-Jul-19 A	
A9960	Vaughn Review - Concrete	5	17-Jul-19 A	18-Jul-19 A	
A9970	A/E Review - Concrete	10	18-Jul-19 A	29-Jul-19 A	
A9980	Material Procurement - Concrete	5	29-Jul-19 A	16-Oct-19 A	
Utilities		83	08-May-19 A	10-Jul-19 A	
A7330	Submittal Prep - Utilties	10	08-May-19 A	05-Jun-19 A	
A7340	Vaughn Review - Utilties	5	10-Jun-19 A	14-Jun-19 A	
A7350	A/E Review - Utilties	10	14-Jun-19 A	24-Jun-19 A	
A7360	Material Procurement/ Fabrication - Utilties	15	24-Jun-19 A	10-Jul-19 A	
Elevators		126	26-Jun-19 A	11-Oct-19 A	
A7370	Submittal Prep - Elevators	15	26-Jun-19 A	31-Jul-19 A	
A7380	Vaughn Review - Elevators	5	31-Jul-19 A	12-Sep-19 A	
A7390	A/E Review - Elevators	10	12-Sep-19 A	01-Oct-19 A	
A7400	Material Procurement/ Fabrication - Elevators	45	01-Oct-19 A	11-Oct-19 A	
Elevators CCD 1		171	11-Oct-19 A	17-Jul-20 A	
A18620	Submittal Prep - Elevators	15	11-Oct-19 A	17-Jan-20 A	
A18630	Vaughn Review - Elevators	5	17-Jan-20 A	17-Jan-20 A	
A18640	A/E Review - Elevators	10	17-Jan-20 A	03-Feb-20 A	
A18650	Material Procurement/ Fabrication - Elevators	90	04-Feb-20 A	17-Jul-20 A	



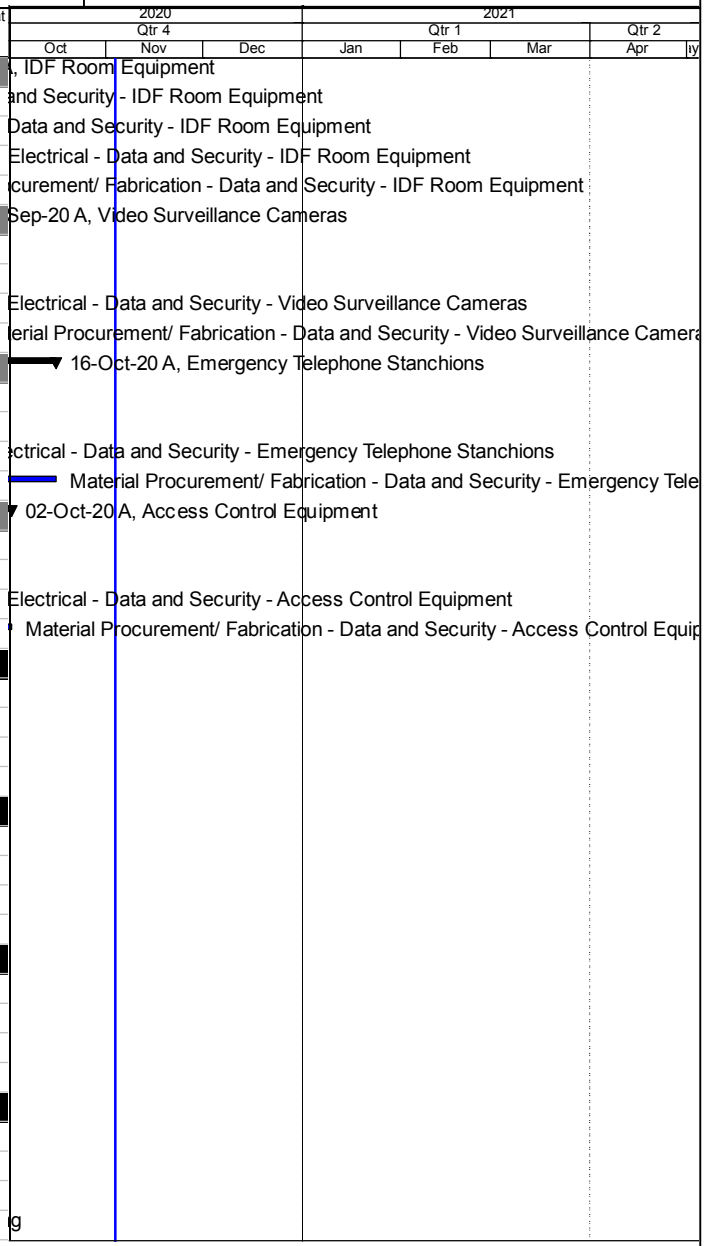
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Precast		156	14-Jan-19 A	11-Oct-19 A	
A3820	Submittal Prep - Precast Package	65	14-Jan-19 A	23-Jul-19 A	
A3830	Vaughn Review - Precast Package	5	23-Jul-19 A	24-Jul-19 A	
A3840	A/E Review - Precast Package	10	24-Jul-19 A	12-Aug-19 A	
A3850	Material Procurement/ Fabrication - Precast Package	60	12-Aug-19 A	11-Oct-19 A	
CCD 1 Pre-Cast Resubmittal		156	11-Oct-19 A	07-Apr-20 A	
A18570	Submittal Prep - Precast Package	65	11-Oct-19 A	24-Oct-19 A	
A18580	Vaughn Review - Precast Package	5	24-Oct-19 A	08-Nov-19 A	
A18590	A/E Review - Precast Package	10	08-Nov-19 A	04-Dec-19 A	
A18600	Material Procurement/ Fabrication - Precast Package	60	05-Dec-19 A	07-Apr-20 A	
Mechanical		74	26-Jun-19 A	16-Sep-19 A	
A7490	Submittal Prep - Mechanical	10	26-Jun-19 A	17-Jul-19 A	
A7500	Vaughn Review - Mechanical	10	17-Jul-19 A	19-Jul-19 A	
A7510	A/E Review - Mechanical	10	19-Jul-19 A	22-Jul-19 A	
A7820	Material Procurement/ Fabrication - Mini-Split	35	22-Jul-19 A	16-Sep-19 A	
Electrical		121	26-Jun-19 A	05-Jun-20 A	
A7410	Submittal Prep - Electrical - Light Fixtures	10	26-Jun-19 A	30-Jul-19 A	
A7420	Vaughn Review - Electrical - Light Fixtures	10	30-Jul-19 A	01-Aug-19 A	
A7430	A/E Review - Electrical - Light Fixtures	10	01-Aug-19 A	15-Aug-19 A	
A7830	Material Procurement/ Fabrication - Light Fixtures	35	15-Aug-19 A	05-Jun-20 A	
Switchgear		121	30-Jul-19 A	29-Apr-20 A	
A18290	Submittal Prep - Switchgear	10	30-Jul-19 A	06-Aug-19 A	
A18300	Vaughn Review - Switchgear	10	06-Aug-19 A	13-Aug-19 A	
A18310	A/E Review - Switchgear	10	13-Aug-19 A	19-Sep-19 A	
A18320	Material Procurement/ Fabrication - Switchgear	35	19-Sep-19 A	29-Apr-20 A	
Transformer		121	12-Aug-19 A	01-May-20 A	
A18480	Submittal Prep - Transformer	10	12-Aug-19 A	27-Aug-19 A	
A18490	Vaughn Review - Transformer	10	27-Aug-19 A	09-Sep-19 A	
A18500	A/E Review - Transformer	10	09-Sep-19 A	26-Sep-19 A	
A18510	Material Procurement/ Fabrication - Transformer	35	26-Sep-19 A	01-May-20 A	
Data and Security		344	01-Jul-19 A	16-Oct-20 A	
A20030	Submittal Prep - Data and Security - Cabling	10	17-Jul-19 A	03-Aug-20 A	
A20040	Vaughn Review - Data and Security - Cabling	10	04-Aug-20 A	14-Aug-20 A	
A20050	A/E Review - Electrical - Data and Security - Cabling	10	17-Aug-20 A	24-Aug-20 A	
A20060	Material Procurement/ Fabrication - Data and Security - Cabling	10	24-Aug-20 A	11-Sep-20 A	
Fiber Optic Cable		344	17-Jul-20 A	13-Oct-20 A	
A20070	Submittal Prep - Data and Security - Fiber Optic Cable	10	17-Jul-20 A	21-Jul-20 A	
A20080	Vaughn Review - Data and Security - Fiber Optic Cable	5	22-Jul-20 A	28-Jul-20 A	
A20090	A/E Review - Electrical - Data and Security - Fiber Optic Cable	6	29-Jul-20 A	21-Aug-20 A	
A20100	Material Procurement/ Fabrication - Data and Security - Fiber Optic	40	24-Aug-20 A	13-Oct-20 A	



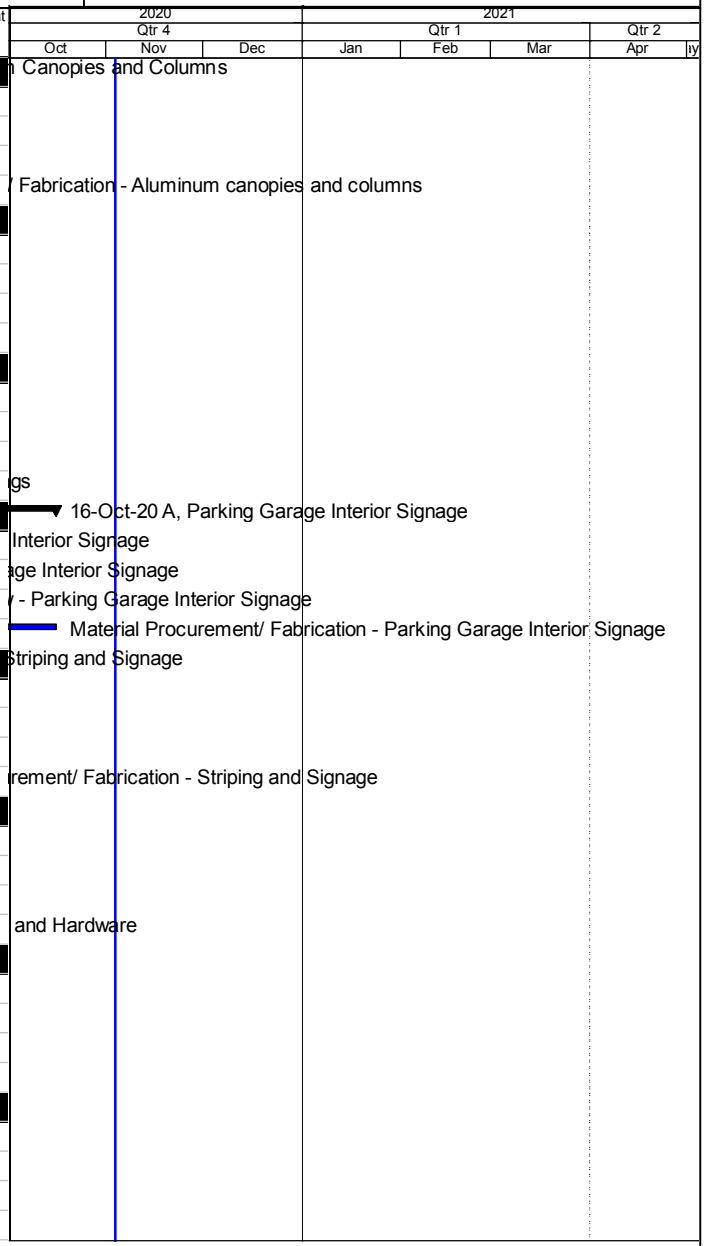
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
IDF Room Equipment		333	17-Jul-19 A	26-Aug-20 A	
A20240	Submittal Prep - Data and Security - IDF Room Equipment	10	17-Jul-19 A	28-Jul-20 A	
A20250	Vaughn Review - Data and Security - IDF Room Equipment	10	29-Jul-20 A	10-Aug-20 A	
A20260	A/E Review - Electrical - Data and Security - IDF Room Equipment	10	11-Aug-20 A	21-Aug-20 A	
A20270	Material Procurement/ Fabrication - Data and Security - IDF Room	20	24-Aug-20 A	26-Aug-20 A	
Video Surveillance Cameras		323	01-Jul-19 A	18-Sep-20 A	
A20110	Submittal Prep - Data and Security - Video Surveillance Cameras	10	01-Jul-19 A	03-Jul-19 A	
A20120	Vaughn Review - Data and Security - Video Surveillance Cameras	10	08-Jul-19 A	10-Jul-19 A	
A20130	A/E Review - Electrical - Data and Security - Video Surveillance Ca	10	10-Jul-19 A	20-Aug-20 A	
A20140	Material Procurement/ Fabrication - Data and Security - Video Surv	30	24-Aug-20 A	18-Sep-20 A	
Emergency Telephone Stanchions		341	15-Jul-19 A	16-Oct-20 A	
A20150	Submittal Prep - Data and Security - Emergency Telephone Stanchi	10	15-Jul-19 A	17-Jul-19 A	
A20160	Vaughn Review - Data and Security - Emergency Telephone Stanch	10	18-Jul-19 A	22-Jul-19 A	
A20170	A/E Review - Electrical - Data and Security - Emergency Telephone	10	22-Jul-19 A	14-Aug-20 A	
A20180	Material Procurement/ Fabrication - Data and Security - Emergency	50	17-Aug-20 A	16-Oct-20 A	
Access Control Equipment		323	01-Jul-19 A	02-Oct-20 A	
A20190	Submittal Prep - Data and Security - Access Control Equipment	10	01-Jul-19 A	03-Jul-19 A	
A20200	Vaughn Review - Data and Security - Access Control Equipment	10	08-Jul-19 A	10-Jul-19 A	
A20210	A/E Review - Electrical - Data and Security - Access Control Equipr	10	10-Jul-20 A	20-Aug-20 A	
A20220	Material Procurement/ Fabrication - Data and Security - Access Co	30	24-Aug-20 A	02-Oct-20 A	
Plumbing		126	09-Sep-19 A	05-Nov-19 A	
A7450	Submittal Prep - Plumbing	10	09-Sep-19 A	10-Sep-19 A	
A7460	Vaughn Review - Plumbing	10	12-Sep-19 A	13-Sep-19 A	
A7470	A/E Review - Plumbing	10	13-Sep-19 A	17-Sep-19 A	
A7480	Material Procurement/ Fabrication - Plumbing Fixtures	35	17-Sep-19 A	05-Nov-19 A	
Fire Suppression		73	15-Jan-20 A	05-May-20 A	
A7530	Submittal Prep - Fire Suppression	10	15-Jan-20 A	07-Apr-20 A	
A7540	Vaughn Review - Fire Suppression	5	07-Apr-20 A	20-Apr-20 A	
A7550	A/E Review - Fire Suppression	10	20-Apr-20 A	29-Apr-20 A	
A7560	Material Procurement/ Fabrication - Fire Suppression	10	29-Apr-20 A	05-May-20 A	
Sealants		127	02-Oct-19 A	21-Nov-19 A	
A18980	Submittal Prep - Sealants	15	02-Oct-19 A	22-Oct-19 A	
A18990	Vaughn Review - Sealants	5	22-Oct-19 A	24-Oct-19 A	
A19000	A/E Review - Sealants	10	24-Oct-19 A	07-Nov-19 A	
A19010	Material Procurement/ Fabrication - Sealants	45	07-Nov-19 A	21-Nov-19 A	
Glazing		91	10-Sep-19 A	05-Jun-20 A	
A16650	Submittal Prep - Glazing	15	10-Sep-19 A	16-Sep-19 A	
A16660	Vaughn Review - Glazing	5	16-Sep-19 A	26-Sep-19 A	
A16670	A/E Review - Glazing	10	26-Sep-19 A	27-Sep-19 A	
A16680	Material Procurement/ Fabrication - Glazing	45	27-Sep-19 A	05-Jun-20 A	



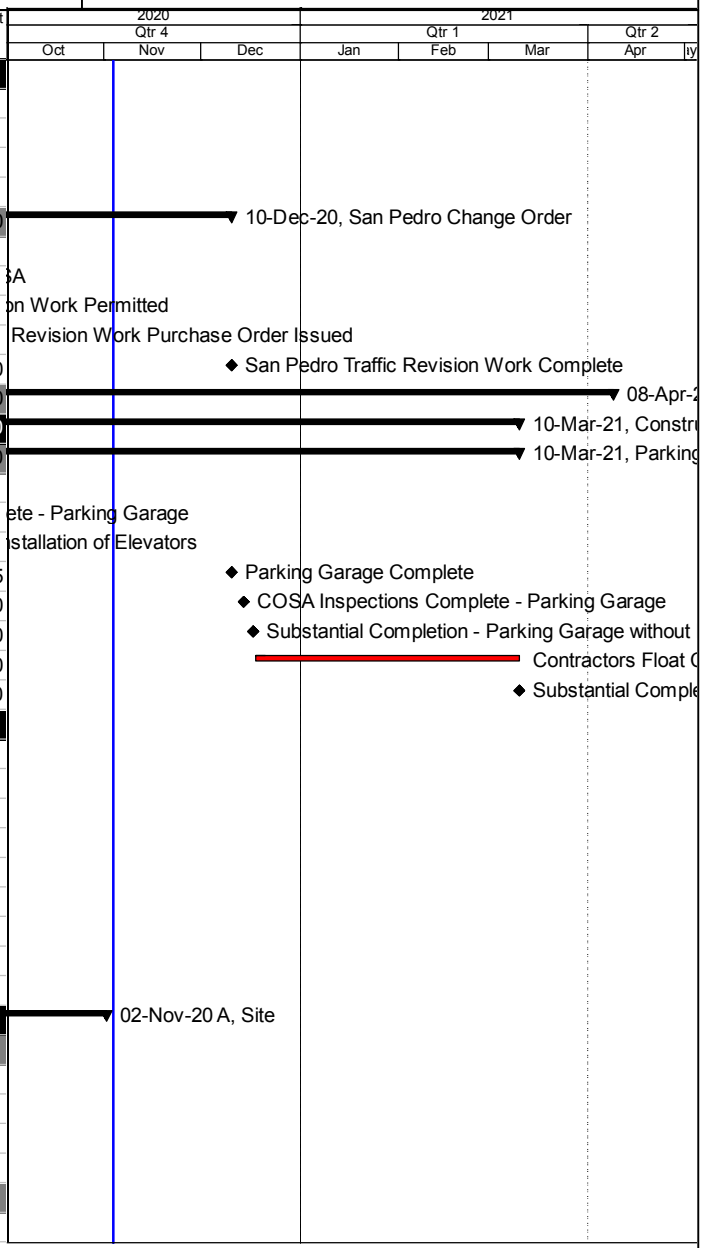
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Aluminum Canopies and Columns		107	15-Jan-20 A	30-Jul-20 A	
A16690	Submittal Prep - Aluminum canopies and columns	15	15-Jan-20 A	12-Mar-20 A	
A16700	Vaughn Review - Aluminum canopies and columns	5	12-Mar-20 A	26-Mar-20 A	
A16710	A/E Review - Aluminum canopies and columns	10	26-Mar-20 A	03-Apr-20 A	
A16720	Material Procurement/ Fabrication - Aluminum canopies and colum	45	03-Apr-20 A	30-Jul-20 A	
Termite Control		59	14-Feb-20 A	24-Mar-20 A	
A18660	Submittal Prep - Termite Control	15	14-Feb-20 A	03-Mar-20 A	
A18670	Vaughn Review - Termite Control	5	05-Mar-20 A	06-Mar-20 A	
A18680	A/E Review - Terminte Control	10	09-Mar-20 A	11-Mar-20 A	
A18690	Material Procurement/ Fabrication - Termite Control	10	12-Mar-20 A	24-Mar-20 A	
Handrail and Railings		61	14-Feb-20 A	01-May-20 A	
A18700	Submittal Prep - Handrail and Railings	15	14-Feb-20 A	09-Mar-20 A	
A18710	Vaughn Review - Handrail and Railings	5	09-Mar-20 A	23-Mar-20 A	
A18720	A/E Review - Handrail and Railings	10	23-Mar-20 A	24-Mar-20 A	
A18730	Material Procurement/ Fabrication - Handrail and Railings	25	25-Mar-20 A	01-May-20 A	
Parking Garage Interior Signage		66	10-Jun-20 A	16-Oct-20 A	
A18740	Submittal Prep - Parking Garage Interior Signage	15	10-Jun-20 A	30-Jun-20 A	
A18750	Vaughn Review - Parking Garage Interior Signage	5	30-Jun-20 A	07-Jul-20 A	
A18760	A/E Review - Parking Garage Interior Signage	10	07-Jul-20 A	28-Aug-20 A	
A18770	Material Procurement/ Fabrication - Parking Garage Interior Signag	15	31-Aug-20 A	16-Oct-20 A	
Striping and Signage		110	14-Feb-20 A	19-Aug-20 A	
A18780	Submittal Prep - Striping and Signage	15	14-Feb-20 A	21-May-20 A	
A18790	Vaughn Review - Striping and Signage	5	21-May-20 A	05-Jun-20 A	
A18800	A/E Review - Striping and Signage	10	05-Jun-20 A	09-Jun-20 A	
A18810	Material Procurement/ Fabrication - Striping and Signage	20	09-Jun-20 A	19-Aug-20 A	
Doors and Hardware		79	16-Dec-19 A	05-Jun-20 A	
A18820	Submittal Prep - Doors and Hardware	15	16-Dec-19 A	20-Dec-19 A	
A18830	Vaughn Review - Doors and Hardware	5	20-Dec-19 A	30-Dec-19 A	
A18840	A/E Review - Doors and Hardware	10	03-Jan-20 A	29-Jan-20 A	
A18850	Material Procurement/ Fabrication - Doors and Hardware	30	30-Jan-20 A	05-Jun-20 A	
Specialties		69	14-Feb-20 A	24-Apr-20 A	
A18860	Submittal Prep - Specialties	15	14-Feb-20 A	24-Feb-20 A	
A18870	Vaughn Review - Specialties	5	24-Feb-20 A	27-Feb-20 A	
A18880	A/E Review - Specialties	10	27-Feb-20 A	27-Feb-20 A	
A18890	Material Procurement/ Fabrication - Specialties	20	27-Feb-20 A	24-Apr-20 A	
Masonry		73	14-Feb-20 A	22-May-20 A	
A18900	Submittal Prep - Masonry	15	14-Feb-20 A	27-Apr-20 A	
A18910	Vaughn Review - Masonry	5	27-Apr-20 A	05-May-20 A	
A18920	A/E Review - Masonry	10	05-May-20 A	18-May-20 A	
A18930	Material Procurement/ Fabrication - Masonry	0	18-May-20 A	22-May-20 A	



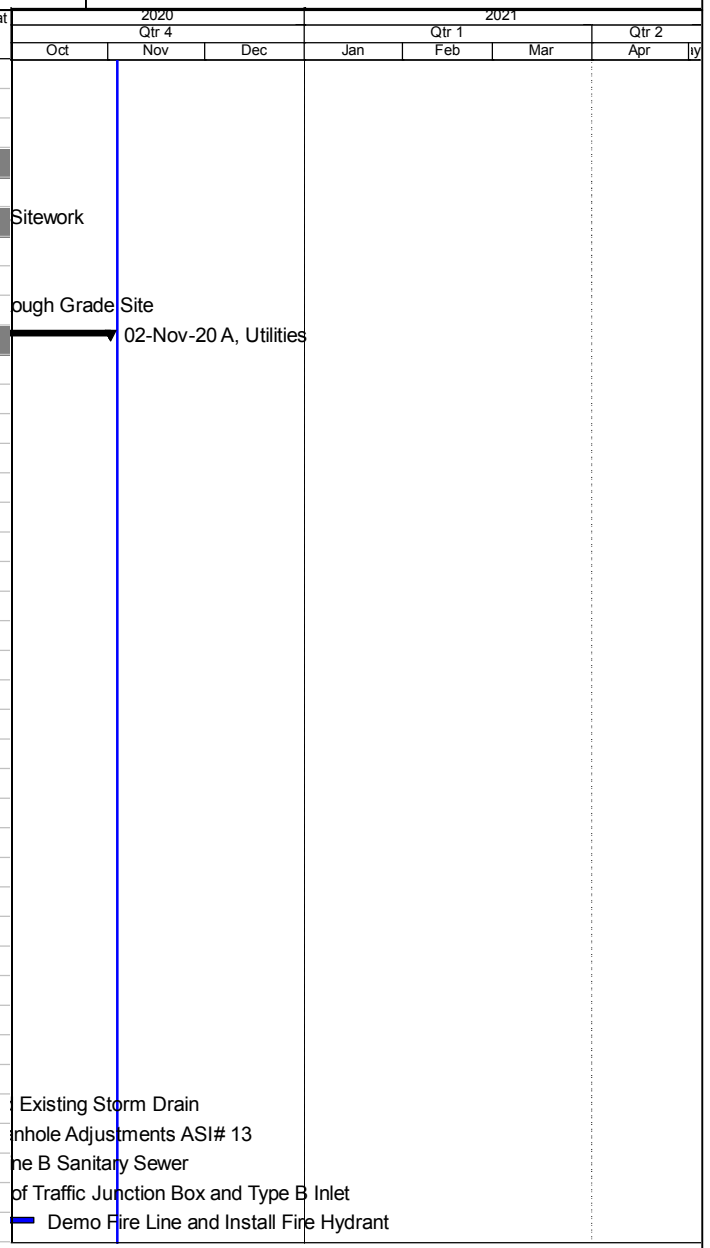
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Roofing		54	14-Feb-20 A	30-Apr-20 A	
A18940	Submittal Prep - Roofing	15	14-Feb-20 A	09-Mar-20 A	
A18950	Vaughn Review - Roofing	5	09-Mar-20 A	12-Mar-20 A	
A18960	A/E Review - Roofing	10	12-Mar-20 A	23-Mar-20 A	
A18970	Material Procurement/ Fabrication - Roofing	25	23-Mar-20 A	30-Apr-20 A	
San Pedro Change Order		205	06-Mar-20 A	10-Dec-20	0
A18430	San Pedro Traffic Revision Work Design Complete	0		06-Mar-20 A	
A18440	San Pedro Traffic Revision Work Proposal Submitted to COSA	0		15-Apr-20 A	
A18470	San Pedro Traffic Revision Work Permitted	0		22-Jul-20 A	
A18450	San Pedro Traffic Revision Work Purchase Order Issued	0		11-Aug-20 A	
A18460	San Pedro Traffic Revision Work Complete	0		10-Dec-20	0
CONSTRUCTION		542	19-Feb-19 A	08-Apr-21	0
Construction Milestones		172	11-Jun-20 A	10-Mar-21	20
Parking Garage		172	11-Jun-20 A	10-Mar-21	20
A13010	Precast Erection Complete	0		11-Jun-20 A	
A2270	Slab on Grade Complete - Parking Garage	0		30-Jul-20 A	
A2260	Installation of Elevators	0		24-Sep-20 A	
A19860	Parking Garage Complete	0		10-Dec-20	5
A2280	COSA Inspections Complete - Parking Garage	0		14-Dec-20	0
A2290	Substantial Completion - Parking Garage without Float	0		17-Dec-20	0
A2300	Contractors Float Contingency	56	18-Dec-20	10-Mar-21	0
A17860	Substantial Completion - Parking Garage	0		10-Mar-21	20
Mobilization/ Site Capture		59	19-Feb-19 A	10-May-19 A	
A7060	Capture Site and Establish Site Controls	2	19-Feb-19 A	20-Feb-19 A	
A7050	Mobilize - Trailer Area Capture	3	21-Feb-19 A	25-Feb-19 A	
A7150	Mobilize - Install SWPPP Measures	7	21-Feb-19 A	01-Mar-19 A	
A7070	Mobilize - Trailer Deliver/ Install	3	26-Feb-19 A	28-Feb-19 A	
A7080	Mobilize - Power to Trailer	6	01-Mar-19 A	30-Apr-19 A	
A7090	Mobilize - Water to Trailer	6	11-Mar-19 A	18-Mar-19 A	
A7100	Mobilize - Internet to Trailer	5	19-Mar-19 A	29-Apr-19 A	
A7110	Mobilize - Sanitary to Trailer	6	30-Apr-19 A	07-May-19 A	
A7120	Mobilize - Vaughn Moves into Trailer	3	08-May-19 A	10-May-19 A	
Site		405	02-May-19 A	02-Nov-20 A	
Archeaological Exploration		50	02-May-19 A	25-Jun-19 A	
A8060	Notification for Archeaological Exploration	5	02-May-19 A	20-May-19 A	
A8070	Archeaological Exploration	5	20-May-19 A	24-May-19 A	
A8080	Submission of Archeaological Exploration Report	5	24-May-19 A	10-Jun-19 A	
A8090	Approval of Archeaological Exploration	5	10-Jun-19 A	25-Jun-19 A	
Removals		20	03-Jul-19 A	12-Aug-19 A	
A7930	Electrical Cut, Cap, Make Safe	3	03-Jul-19 A	08-Jul-19 A	



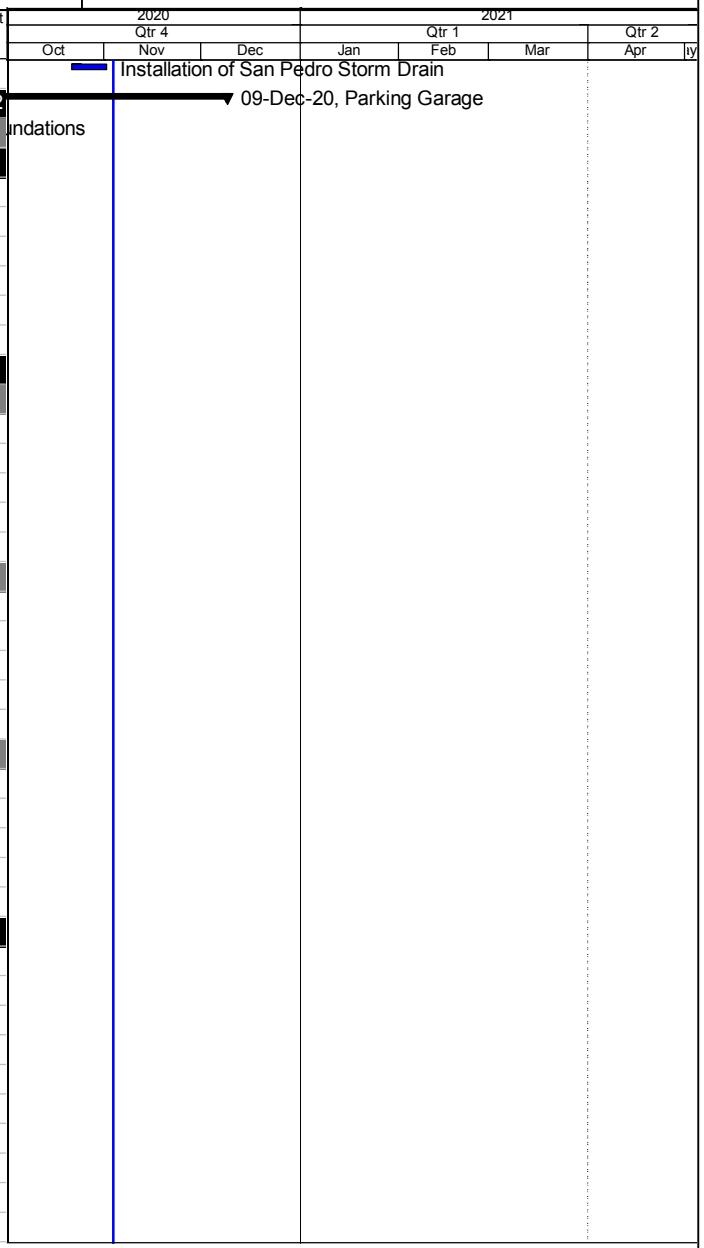
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A7950	Demolish Pavement	10	10-Jul-19 A	12-Aug-19 A	
A7960	Demolish Curbs/ Sidewalks	3	10-Jul-19 A	12-Aug-19 A	
A7940	Demolish Trees/ Bushs	3	10-Jul-19 A	12-Aug-19 A	
SAWS Permit		5	10-Jul-19 A	20-Aug-19 A	
A18400	SAWS Permit Approval	5	10-Jul-19 A	20-Aug-19 A	
Sitework		231	05-Aug-19 A	21-Aug-20 A	
A7160	Earthwork - Cut	10	05-Aug-19 A	18-Sep-19 A	
A7170	Earthwork - Fill	8	20-Sep-19 A	07-Oct-19 A	
A7870	Earthwork - Rough Grade Site	3	17-Aug-20 A	21-Aug-20 A	
Utilities		351	16-Jul-19 A	02-Nov-20 A	
A7980	Excavate Underground SE Sanitary Sewer	3	16-Jul-19 A	30-Jul-19 A	
A8000	Install Underground SE Sanitary Sewer	4	30-Jul-19 A	23-Aug-19 A	
A18210	Excavate Underground 12" Water Line	3	31-Jul-19 A	15-Aug-19 A	
A18220	Install Underground 12" Water Line	4	15-Aug-19 A	11-Sep-19 A	
A18410	Existing Domestic Water Cap	5	20-Aug-19 A	29-Aug-19 A	
A8020	Inspect Underground SE Sanitary Sewer	2	26-Aug-19 A	26-Aug-19 A	
A8040	Backfill Underground SE Sanitary Sewer	2	27-Aug-19 A	27-Aug-19 A	
A18420	Abatement of Existing water line ACM (by Owner)	5	29-Aug-19 A	11-Sep-19 A	
A18250	Excavate Underground 10" Water Line	4	05-Sep-19 A	09-Sep-19 A	
A18260	Install Underground 10" Water Line	3	09-Sep-19 A	22-Oct-19 A	
A16620	Demolish Underground Existing Sanitary Sewer	5	11-Sep-19 A	11-Sep-19 A	
A16780	Demolish Underground Existing Water Line	5	11-Sep-19 A	11-Sep-19 A	
A13150	Install Underground Storm Drain Garage Building Pad	7	28-Sep-19 A	29-Sep-19 A	
A13180	Excavate Underground Storm Drain Garage Pad	5	28-Sep-19 A	28-Sep-19 A	
A13160	Inspect Underground Storm Drain Garage Building Pad	2	29-Sep-19 A	29-Sep-19 A	
A13170	Backfill Underground Storm Drain Garage Building Pad	4	29-Sep-19 A	30-Sep-19 A	
A18230	Inspect Undergrorund 12" Water Line	2	30-Sep-19 A	30-Sep-19 A	
A18240	Backfill Underground 12" Water Line	2	30-Sep-19 A	12-Oct-19 A	
A18270	Inspect Undergrorund 10" Water Line	1	12-Nov-19 A	12-Nov-19 A	
A18280	Backfill Underground 10" Water Line	2	13-Nov-19 A	14-Nov-19 A	
A7990	Excavate Underground Electrical	5	02-Dec-19 A	06-Dec-19 A	
A8010	Install Underground Electrical	10	06-Dec-19 A	19-Dec-19 A	
A8030	Inspect Underground Electrical	2	20-Dec-19 A	23-Dec-19 A	
A8050	Backfill Underground Electrical	2	26-Dec-19 A	27-Dec-19 A	
A16640	Demolish Underground Existing Electrical	2	26-Dec-19 A	27-Dec-19 A	
A16630	Demolish Underground Existing Storm Drain	4	20-Jul-20 A	27-Jul-20 A	
A19790	Existing Storm Drain Manhole Adjustments ASI# 13	5	20-Jul-20 A	24-Jul-20 A	
A19800	Line B Sanitary Sewer	5	28-Jul-20 A	23-Sep-20 A	
A16850	Installation of Traffic Junction Box and Type B Inlet	20	10-Aug-20 A	28-Aug-20 A	
A20380	Demo Fire Line and Install Fire Hydrant	14	28-Sep-20 A	09-Oct-20 A	



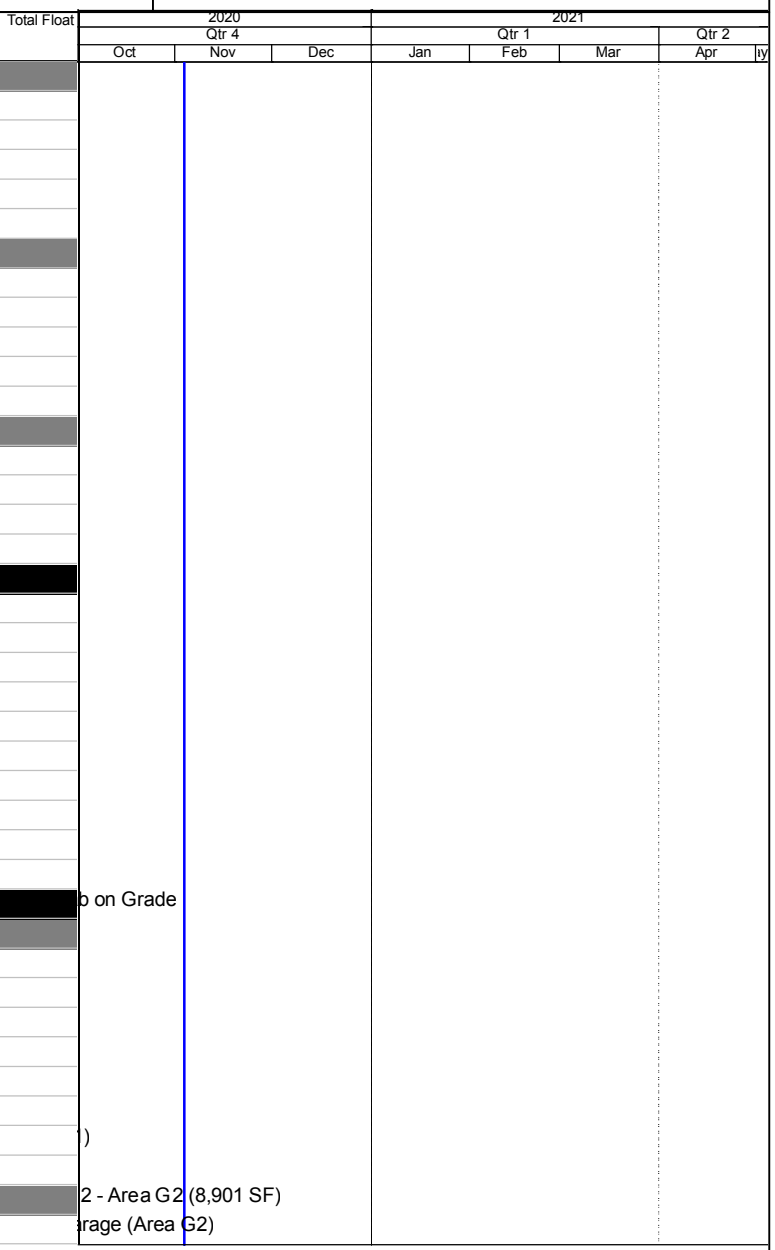
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A20370	Installation of San Pedro Storm Drain	20	22-Oct-20 A	02-Nov-20 A	
Parking Garage		291	16-Oct-19 A	09-Dec-20	82
Foundations		209	16-Oct-19 A	12-Aug-20 A	
Drilled Piers (94 piers)		26	16-Oct-19 A	20-Nov-19 A	
A17130	Drill Piers - Area G1 (31)	5	16-Oct-19 A	22-Oct-19 A	
A17150	Drill Piers - Area G2 (14)	2	23-Oct-19 A	24-Oct-19 A	
A17140	Drill Piers - Area G3 (12)	2	25-Oct-19 A	28-Oct-19 A	
A7190	Drill Piers - Area G4 (15)	2	29-Oct-19 A	13-Nov-19 A	
A17160	Drill Piers - Area G5 (9)	2	14-Nov-19 A	15-Nov-19 A	
A17170	Drill Piers - Area G6 (10)	3	18-Nov-19 A	20-Nov-19 A	
Grade Beams		61	11-Nov-19 A	31-Jan-20 A	
Area G1		25	11-Nov-19 A	27-Nov-19 A	
A7200	Excavate Grade Beams - Parking Garage (Area G1)	4	11-Nov-19 A	15-Nov-19 A	
A13020	Underground MEP - Parking Garage (Area G1)	2	12-Nov-19 A	13-Nov-19 A	
A8140	Form Grade Beams - Parking Garage (Area G1)	3	14-Nov-19 A	18-Nov-19 A	
A7210	Reinforcement Grade Beams - Parking Garage (Area G1)	4	19-Nov-19 A	22-Nov-19 A	
A7220	Inspection & Pour Grade Beams - Parking Garage (Area G1)	3	22-Nov-19 A	27-Nov-19 A	
Area G2		15	18-Nov-19 A	06-Dec-19 A	
A14610	Excavate Grade Beams - Parking Garage (Area G2)	4	18-Nov-19 A	22-Nov-19 A	
A14640	Form Grade Beams - Parking Garage (Area G2)	3	22-Nov-19 A	25-Nov-19 A	
A14620	Reinforcement Grade Beams - Parking Garage (Area G2)	4	25-Nov-19 A	04-Dec-19 A	
A14750	Underground MEP - Parking Garage (Area G2)	2	26-Nov-19 A	27-Nov-19 A	
A14630	Inspection & Pour Grade Beams - Parking Garage (Area G2)	3	04-Dec-19 A	06-Dec-19 A	
Area G3		16	11-Nov-19 A	16-Dec-19 A	
A14650	Excavate Grade Beams - Parking Garage (Area G3)	4	18-Nov-19 A	22-Nov-19 A	
A14680	Form Grade Beams - Parking Garage (Area G3)	3	25-Nov-19 A	27-Nov-19 A	
A14660	Reinforcement Grade Beams - Parking Garage (Area G3)	4	02-Dec-19 A	06-Dec-19 A	
A14830	Underground MEP - Parking Garage (Area G3)	2	06-Dec-19 A	09-Dec-19 A	
A14670	Inspection & Pour Grade Beams - Parking Garage Area G3)	3	12-Dec-19 A	16-Dec-19 A	
Area G3 Elevator Pit		11	11-Nov-19 A	10-Dec-19 A	
A172	Excavate Elevator Pit - Parking Garage (Area G1)	1	11-Nov-19 A	14-Nov-19 A	
A172	Form Elevator Plt Foundation - Parking Garage (Area G1)	2	14-Nov-19 A	15-Nov-19 A	
A171	Reinforcement Elevator Pit Foundation - Parking Garage (Area G1)	2	15-Nov-19 A	18-Nov-19 A	
A171	Inspection & Pour Elevator Pit Foundation - Parking Garage Area G	1	18-Nov-19 A	19-Nov-19 A	
A172	Form One SIde Elevator Plt Walls - Parking Garage (Area G1)	1	20-Nov-19 A	21-Nov-19 A	
A172	Reinforcement Elevator Pit Walls - Parking Garage (Area G1)	1	21-Nov-19 A	22-Nov-19 A	
A172	Form Second SIde Elevator Plt Walls - Parking Garage (Area G1)	1	25-Nov-19 A	25-Nov-19 A	
A172	Inspection & Pour Elevator Pit Walls - Parking Garage Area G1)	1	26-Nov-19 A	27-Nov-19 A	
A172	Strip elevator pit walls	1	02-Dec-19 A	06-Dec-19 A	
A172	Backfill elevator pit walls	2	09-Dec-19 A	10-Dec-19 A	



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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Area G4		14	10-Dec-19 A	31-Dec-19 A	
A15260	Underground MEP - Parking Garage (Area G4)	2	10-Dec-19 A	11-Dec-19 A	
A15160	Excavate Grade Beams - Parking Garage (Area G4)	4	12-Dec-19 A	17-Dec-19 A	
A15190	Form Grade Beams - Parking Garage (Area G4)	3	17-Dec-19 A	19-Dec-19 A	
A15170	Reinforcement Grade Beams - Parking Garage (Area G4)	4	20-Dec-19 A	27-Dec-19 A	
A15180	Inspection & Pour Grade Beams - Parking Garage Area G4)	3	27-Dec-19 A	31-Dec-19 A	
Area G5		16	12-Dec-19 A	07-Jan-20 A	
A15320	Underground MEP - Parking Garage (Area G5)	2	12-Dec-19 A	13-Dec-19 A	
A15280	Excavate Grade Beams - Parking Garage (Area G5)	4	18-Dec-19 A	23-Dec-19 A	
A15310	Form Grade Beams - Parking Garage (Area G5)	3	23-Dec-19 A	27-Dec-19 A	
A15290	Reinforcement Grade Beams - Parking Garage (Area G5)	4	30-Dec-19 A	03-Jan-20 A	
A15300	Inspection & Pour Grade Beams - Parking Garage Area G5)	3	03-Jan-20 A	07-Jan-20 A	
Area G6		37	26-Nov-19 A	31-Jan-20 A	
A15330	Excavate Grade Beams - Parking Garage (Area G6)	4	26-Dec-19 A	30-Dec-19 A	
A15360	Form Grade Beams - Parking Garage (Area G6)	3	30-Dec-19 A	07-Jan-20 A	
A15340	Reinforcement Grade Beams - Parking Garage (Area G6)	4	08-Jan-20 A	27-Jan-20 A	
A15350	Inspection & Pour Grade Beams - Parking Garage Area G6)	3	28-Jan-20 A	31-Jan-20 A	
Area G6 Elevator Pit		17	26-Nov-19 A	20-Dec-19 A	
A172	Excavate Elevator Pit - Parking Garage (Area G6)	1	26-Nov-19 A	26-Nov-19 A	
A173	Form Elevator Plt Foundation - Parking Garage (Area G6)	2	27-Nov-19 A	02-Dec-19 A	
A173	Reinforcement Elevator Pit Foundation - Parking Garage (Area G6)	2	06-Dec-19 A	09-Dec-19 A	
A173	Inspection & Pour Elevator Pit Foundation - Parking Garage Area G	1	10-Dec-19 A	10-Dec-19 A	
A173	Form One SIde Elevator Plt Walls - Parking Garage (Area G6)	1	11-Dec-19 A	11-Dec-19 A	
A173	Reinforcement Elevator Pit Walls - Parking Garage (Area G6)	2	12-Dec-19 A	13-Dec-19 A	
A173	Form Second SIde Elevator Plt Walls - Parking Garage (Area G6)	1	16-Dec-19 A	16-Dec-19 A	
A173	Inspection & Pour Elevator Pit Walls - Parking Garage Area G6)	1	17-Dec-19 A	17-Dec-19 A	
A173	Strip elevator pit walls - Parking Garage (Area G6)	1	18-Dec-19 A	18-Dec-19 A	
A173	Backfill elevator pit walls - Parking Garage (Area G6)	2	19-Dec-19 A	20-Dec-19 A	
Slab on Grade		65	01-May-20 A	12-Aug-20 A	
Pour 1 - Area G1 (9,049 SF)		9	01-May-20 A	22-May-20 A	
A12950	Termite Control - Parking Garage (Area G1)	1	01-May-20 A	01-May-20 A	
A12940	Edge Form Slab - Parking Garage (Area G1)	1	04-May-20 A	05-May-20 A	
A13140	Set Interior Forms Slab - Parking Garage (Area G1)	2	06-May-20 A	08-May-20 A	
A12960	Reinforcing Slab - Parking Garage (Area G1)	2	11-May-20 A	12-May-20 A	
A12970	Inspection Slab - Parking Garage (Area G1)	1	13-May-20 A	13-May-20 A	
A12980	Pour Concrete Slab - Parking Garage (Area G1)	1	14-May-20 A	14-May-20 A	
A12990	Concrete Cure Slab - Parking Garage (Area G1)	7	14-May-20 A	22-May-20 A	
A13000	Wreck Forms Slab - Parking Garage (Area G1)	2	19-May-20 A	20-May-20 A	
Pour 2 - Area G2 (8,901 SF)		10	09-Jul-20 A	07-Aug-20 A	
A14690	Edge Form Slab - Parking Garage (Area G2)	2	09-Jul-20 A	10-Jul-20 A	



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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A14760	Set Interior Forms Slab - Parking Garage (Area G2)	3	13-Jul-20 A	15-Jul-20 A	
A14700	Reinforcing Slab - Parking Garage (Area G2)	5	16-Jul-20 A	20-Jul-20 A	
A14710	Inspection Slab - Parking Garage (Area G2)	1	22-Jul-20 A	22-Jul-20 A	
A14720	Pour Concrete Slab - Parking Garage (Area G2)	1	23-Jul-20 A	23-Jul-20 A	
A14730	Concrete Cure Slab - Parking Garage (Area G2)	7	24-Jul-20 A	07-Aug-20 A	
A14740	Wreck Forms Slab - Parking Garage (Area G2)	2	30-Jul-20 A	31-Jul-20 A	
Pour 3 - Area G3 (8,874 SF)		14	10-Jul-20 A	10-Aug-20 A	
A14770	Edge Form Slab - Parking Garage (Area G3)	2	10-Jul-20 A	14-Jul-20 A	
A14840	Set Interior Forms Slab - Parking Garage (Area G3)	3	14-Jul-20 A	16-Jul-20 A	
A14780	Reinforcing Slab - Parking Garage (Area G3)	5	17-Jul-20 A	27-Jul-20 A	
A14790	Inspection Slab - Parking Garage (Area G3)	0	27-Jul-20 A	30-Jul-20 A	
A14800	Pour Concrete Slab - Parking Garage (Area G3)	1	30-Jul-20 A	31-Jul-20 A	
A14810	Concrete Cure Slab - Parking Garage (Area G3)	7	31-Jul-20 A	10-Aug-20 A	
A14820	Wreck Forms Slab - Parking Garage (Area G3)	2	05-Aug-20 A	06-Aug-20 A	
Pour 4 - Area G4 (8,793 SF)		11	10-Jul-20 A	10-Aug-20 A	
A15200	Edge Form Slab - Parking Garage (Area G4)	2	10-Jul-20 A	15-Jul-20 A	
A15270	Set Interior Forms Slab - Parking Garage (Area G4)	3	15-Jul-20 A	20-Jul-20 A	
A15210	Reinforcing Slab - Parking Garage (Area G4)	5	21-Jul-20 A	28-Jul-20 A	
A15220	Inspection Slab - Parking Garage (Area G4)	1	29-Jul-20 A	29-Jul-20 A	
A15230	Pour Concrete Slab - Parking Garage (Area G4)	0	30-Jul-20 A	30-Jul-20 A	
A15240	Concrete Cure Slab - Parking Garage (Area G4)	7	31-Jul-20 A	10-Aug-20 A	
A15250	Wreck Forms Slab - Parking Garage (Area G4)	2	07-Aug-20 A	10-Aug-20 A	
Pour 5 - Area G5 (9,091 SF)		28	06-Jul-20 A	12-Aug-20 A	
A15380	Edge Form Slab - Parking Garage (Area G5)	2	06-Jul-20 A	07-Jul-20 A	
A15440	Set Interior Forms Slab - Parking Garage (Area G5)	2	08-Jul-20 A	09-Jul-20 A	
A15390	Reinforcing Slab - Parking Garage (Area G5)	2	10-Jul-20 A	13-Jul-20 A	
A15400	Inspection Slab - Parking Garage (Area G5)	1	13-Jul-20 A	13-Jul-20 A	
A15410	Pour Concrete Slab - Parking Garage (Area G5)	1	14-Jul-20 A	14-Jul-20 A	
A15420	Concrete Cure Slab - Parking Garage (Area G5)	7	14-Jul-20 A	07-Aug-20 A	
A15430	Wreck Forms Slab - Parking Garage (Area G5)	2	11-Aug-20 A	12-Aug-20 A	
Structure		78	06-Apr-20 A	23-Jul-20 A	
Precast Erection		53	06-Apr-20 A	11-Jun-20 A	
A12220	Precast Erection SW Complete G1	10	06-Apr-20 A	27-Apr-20 A	
A15090	Precast Erection NW Complete G2	9	20-Apr-20 A	30-Apr-20 A	
A15100	Precast Erection NE Complete G3	9	01-May-20 A	11-May-20 A	
A15110	Precast Erection SE Complete G4	9	12-May-20 A	18-May-20 A	
A17390	Precast Erection NE Complete G5	9	18-May-20 A	01-Jun-20 A	
A17400	Precast Erection SE Complete G6	9	02-Jun-20 A	11-Jun-20 A	
Topping Slab		51	14-May-20 A	23-Jul-20 A	
Level 5		50	14-May-20 A	25-Jun-20 A	

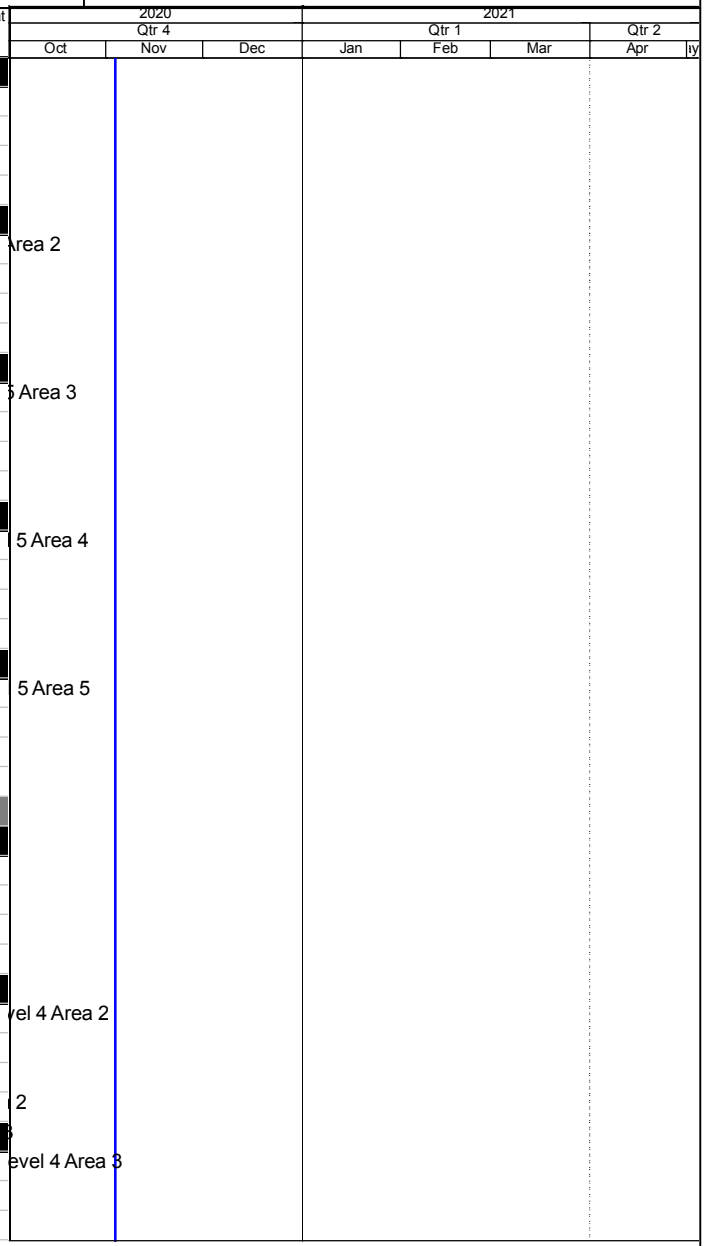


Actual Level of Effort
Actual Work
Normal Activity
Critical

TASK filter: All Activities

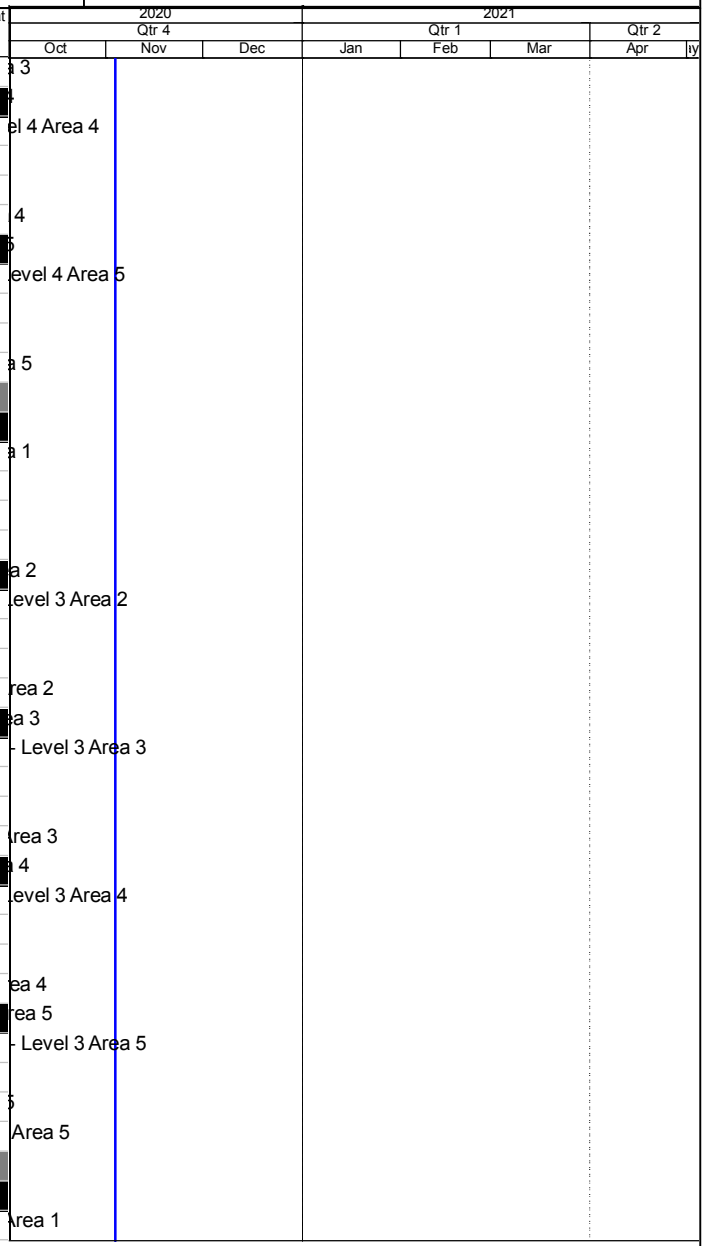
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
	Pour Level 5 Area 1	9	14-May-20 A	05-Jun-20 A	
A123	MEP Concrete Slab Rough-In - Level 5 Area 1	1	14-May-20 A	14-May-20 A	
A123	Form Edges - Level 5 Area 1	2	14-May-20 A	15-May-20 A	
A123	Install Mesh - Level 5 Area 1	2	18-May-20 A	19-May-20 A	
A123	Pour Topping Slab - Level 5 Area 1	1	05-Jun-20 A	05-Jun-20 A	
	Pour Level 5 Area 2	2	08-Jun-20 A	17-Jun-20 A	
A159	MEP Concrete Slab Rough-In - Level 5 Area 2	1	08-Jun-20 A	10-Jun-20 A	
A159	Form Edges - Level 5 Area 2	1	10-Jun-20 A	12-Jun-20 A	
A159	Install Mesh - Level 5 Area 2	1	15-Jun-20 A	16-Jun-20 A	
A160	Pour Topping Slab - Level 5 Area 2	2	17-Jun-20 A	17-Jun-20 A	
	Pour Level 5 Area 3	6	12-Jun-20 A	19-Jun-20 A	
A160	MEP Concrete Slab Rough-In - Level 5 Area 3	1	12-Jun-20 A	15-Jun-20 A	
A160	Form Edges - Level 5 Area 3	1	16-Jun-20 A	17-Jun-20 A	
A160	Install Mesh - Level 5 Area 3	1	18-Jun-20 A	18-Jun-20 A	
A160	Pour Topping Slab - Level 5 Area 3	1	19-Jun-20 A	19-Jun-20 A	
	Pour Level 5 Area 4	5	16-Jun-20 A	23-Jun-20 A	
A160	MEP Concrete Slab Rough-In - Level 5 Area 4	1	16-Jun-20 A	18-Jun-20 A	
A160	Form Edges - Level 5 Area 4	1	19-Jun-20 A	19-Jun-20 A	
A160	Install Mesh - Level 5 Area 4	1	22-Jun-20 A	22-Jun-20 A	
A160	Pour Topping Slab - Level 5 Area 4	5	23-Jun-20 A	23-Jun-20 A	
	Pour Level 5 Area 5	21	19-Jun-20 A	25-Jun-20 A	
A174	MEP Concrete Slab Rough-In - Level 5 Area 5	1	19-Jun-20 A	19-Jun-20 A	
A175	Form Edges - Level 5 Area 5	2	22-Jun-20 A	23-Jun-20 A	
A175	Install Mesh - Level 5 Area 5	1	24-Jun-20 A	25-Jun-20 A	
A175	Pour Topping Slab - Level 5 Area 5	0	25-Jun-20 A	25-Jun-20 A	
	Level 4	30	15-May-20 A	03-Jul-20 A	
	Pour Level 4 Area 1	12	15-May-20 A	10-Jun-20 A	
A160	MEP Concrete Slab Rough-In - Level 4 Area 1	1	15-May-20 A	15-May-20 A	
A161	Form Edges - Level 4 Area 1	2	18-May-20 A	19-May-20 A	
A161	Install Mesh - Level 4 Area 1	2	20-May-20 A	21-May-20 A	
A161	Pour Topping Slab - Level 4 Area 1	1	10-Jun-20 A	10-Jun-20 A	
	Pour Level 4 Area 2	3	25-Jun-20 A	01-Jul-20 A	
A123	MEP Concrete Slab Rough-In - Level 4 Area 2	1	25-Jun-20 A	25-Jun-20 A	
A123	Form Edges - Level 4 Area 2	1	26-Jun-20 A	29-Jun-20 A	
A123	Install Mesh - Level 4 Area 2	2	30-Jun-20 A	30-Jun-20 A	
A123	Pour Topping Slab - Level 4 Area 2	0	01-Jul-20 A	01-Jul-20 A	
	Pour Level 4 Area 3	2	26-Jun-20 A	02-Jul-20 A	
A161	MEP Concrete Slab Rough-In - Level 4 Area 3	1	26-Jun-20 A	29-Jun-20 A	
A161	Form Edges - Level 4 Area 3	1	30-Jun-20 A	30-Jun-20 A	
A161	Install Mesh - Level 4 Area 3	1	01-Jul-20 A	01-Jul-20 A	



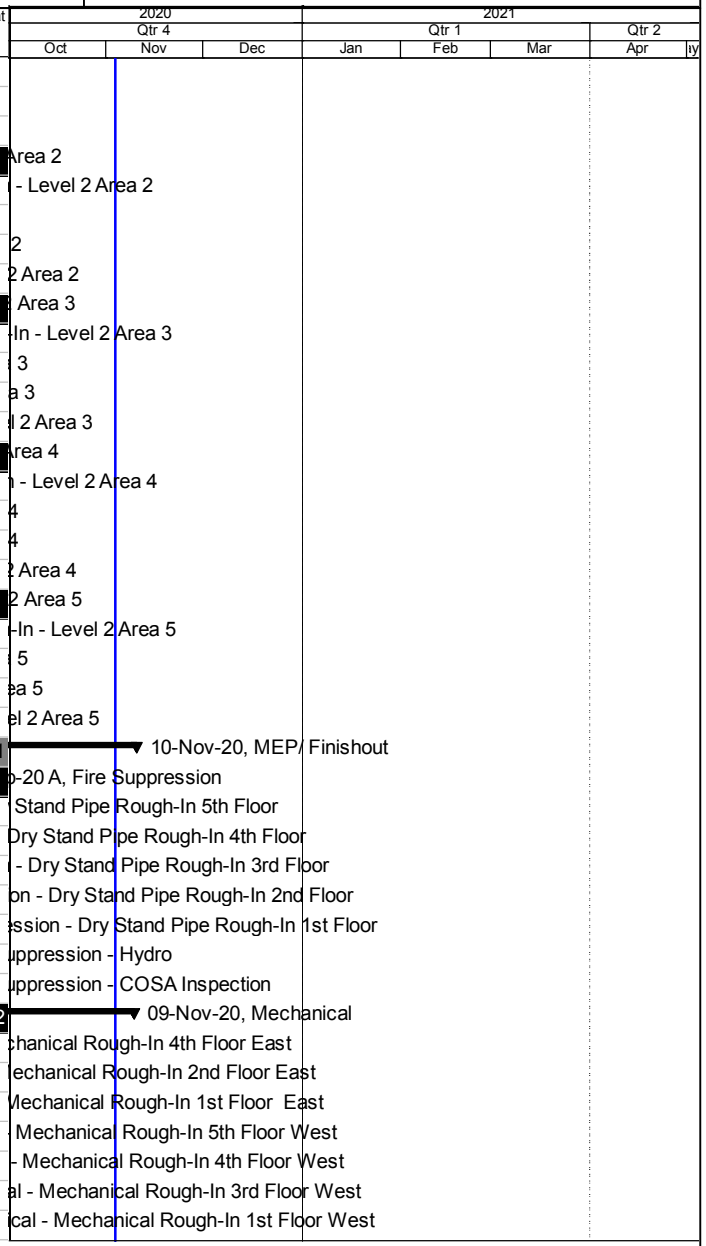
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A161	Pour Topping Slab - Level 4 Area 3	0	02-Jul-20 A	02-Jul-20 A	
Pour Level 4 Area 4		5	22-Jun-20 A	30-Jun-20 A	
A161	MEP Concrete Slab Rough-In - Level 4 Area 4	1	22-Jun-20 A	22-Jun-20 A	
A161	Form Edges - Level 4 Area 4	2	23-Jun-20 A	24-Jun-20 A	
A161	Install Mesh - Level 4 Area 4	2	25-Jun-20 A	25-Jun-20 A	
A162	Pour Topping Slab - Level 4 Area 4	1	30-Jun-20 A	30-Jun-20 A	
Pour Level 4 Area 5		4	29-Jun-20 A	03-Jul-20 A	
A175	MEP Concrete Slab Rough-In - Level 4 Area 5	1	29-Jun-20 A	30-Jun-20 A	
A175	Form Edges - Level 4 Area 5	1	01-Jul-20 A	01-Jul-20 A	
A175	Install Mesh - Level 4 Area 5	2	02-Jul-20 A	02-Jul-20 A	
A176	Pour Topping Slab - Level 4 Area 5	0	03-Jul-20 A	03-Jul-20 A	
Level 3		25	01-Jun-20 A	14-Jul-20 A	
Pour Level 3 Area 1		5	01-Jun-20 A	12-Jun-20 A	
A123	MEP Concrete Slab Rough-In - Level 3 Area 1	1	01-Jun-20 A	01-Jun-20 A	
A123	Form Edges - Level 3 Area 1	2	02-Jun-20 A	04-Jun-20 A	
A124	Install Mesh - Level 3 Area 1	2	05-Jun-20 A	05-Jun-20 A	
A124	Pour Topping Slab - Level 3 Area 1	3	12-Jun-20 A	12-Jun-20 A	
Pour Level 3 Area 2		4	01-Jul-20 A	09-Jul-20 A	
A162	MEP Concrete Slab Rough-In - Level 3 Area 2	1	01-Jul-20 A	01-Jul-20 A	
A162	Form Edges - Level 3 Area 2	2	02-Jul-20 A	06-Jul-20 A	
A162	Install Mesh - Level 3 Area 2	1	07-Jul-20 A	08-Jul-20 A	
A162	Pour Topping Slab - Level 3 Area 2	1	09-Jul-20 A	09-Jul-20 A	
Pour Level 3 Area 3		5	03-Jul-20 A	10-Jul-20 A	
A162	MEP Concrete Slab Rough-In - Level 3 Area 3	1	03-Jul-20 A	06-Jul-20 A	
A162	Form Edges - Level 3 Area 3	2	06-Jul-20 A	08-Jul-20 A	
A162	Install Mesh - Level 3 Area 3	3	08-Jul-20 A	09-Jul-20 A	
A162	Pour Topping Slab - Level 3 Area 3	1	10-Jul-20 A	10-Jul-20 A	
Pour Level 3 Area 4		4	30-Jun-20 A	07-Jul-20 A	
A162	MEP Concrete Slab Rough-In - Level 3 Area 4	1	30-Jun-20 A	01-Jul-20 A	
A163	Form Edges - Level 3 Area 4	2	02-Jul-20 A	03-Jul-20 A	
A163	Install Mesh - Level 3 Area 4	1	06-Jul-20 A	06-Jul-20 A	
A163	Pour Topping Slab - Level 3 Area 4	1	07-Jul-20 A	07-Jul-20 A	
Pour Level 3 Area 5		6	06-Jul-20 A	14-Jul-20 A	
A176	MEP Concrete Slab Rough-In - Level 3 Area 5	1	06-Jul-20 A	06-Jul-20 A	
A176	Form Edges - Level 3 Area 5	2	09-Jul-20 A	10-Jul-20 A	
A176	Install Mesh - Level 3 Area 5	1	13-Jul-20 A	13-Jul-20 A	
A176	Pour Topping Slab - Level 3 Area 5	1	14-Jul-20 A	14-Jul-20 A	
Level 2		33	08-Jun-20 A	23-Jul-20 A	
Pour Level 2 Area 1		11	08-Jun-20 A	16-Jun-20 A	
A124	MEP Concrete Slab Rough-In - Level 2 Area 1	1	08-Jun-20 A	10-Jun-20 A	



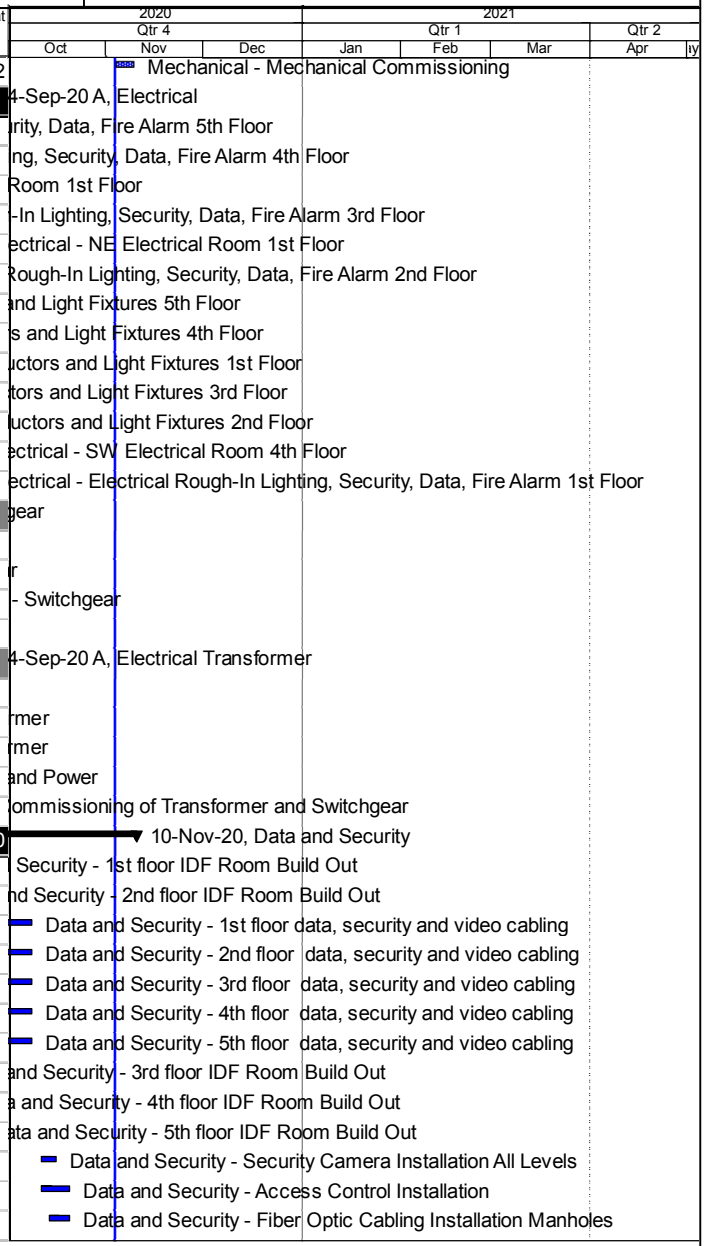
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A124	Form Edges - Level 2 Area 1	2	11-Jun-20 A	12-Jun-20 A	
A124	Install Mesh - Level 2 Area 1	2	15-Jun-20 A	15-Jun-20 A	
A124	Pour Topping Slab - Level 2 Area 1	0	16-Jun-20 A	16-Jun-20 A	
Pour Level 2 Area 2		7	08-Jul-20 A	17-Jul-20 A	
A163	MEP Concrete Slab Rough-In - Level 2 Area 2	1	08-Jul-20 A	08-Jul-20 A	
A163	Form Edges - Level 2 Area 2	2	09-Jul-20 A	10-Jul-20 A	
A163	Install Mesh - Level 2 Area 2	2	10-Jul-20 A	16-Jul-20 A	
A163	Pour Topping Slab - Level 2 Area 2	1	17-Jul-20 A	17-Jul-20 A	
Pour Level 2 Area 3		7	14-Jul-20 A	21-Jul-20 A	
A163	MEP Concrete Slab Rough-In - Level 2 Area 3	1	14-Jul-20 A	14-Jul-20 A	
A163	Form Edges - Level 2 Area 3	2	15-Jul-20 A	17-Jul-20 A	
A163	Install Mesh - Level 2 Area 3	4	17-Jul-20 A	20-Jul-20 A	
A164	Pour Topping Slab - Level 2 Area 3	1	21-Jul-20 A	21-Jul-20 A	
Pour Level 2 Area 4		3	10-Jul-20 A	16-Jul-20 A	
A164	MEP Concrete Slab Rough-In - Level 2 Area 4	1	10-Jul-20 A	10-Jul-20 A	
A164	Form Edges - Level 2 Area 4	2	13-Jul-20 A	14-Jul-20 A	
A164	Install Mesh - Level 2 Area 4	2	15-Jul-20 A	15-Jul-20 A	
A164	Pour Topping Slab - Level 2 Area 4	1	16-Jul-20 A	16-Jul-20 A	
Pour Level 2 Area 5		8	15-Jul-20 A	23-Jul-20 A	
A177	MEP Concrete Slab Rough-In - Level 2 Area 5	1	15-Jul-20 A	15-Jul-20 A	
A177	Form Edges - Level 2 Area 5	2	16-Jul-20 A	17-Jul-20 A	
A177	Install Mesh - Level 2 Area 5	2	20-Jul-20 A	22-Jul-20 A	
A177	Pour Topping Slab - Level 2 Area 5	1	23-Jul-20 A	23-Jul-20 A	
MEP/ Finishout		134	22-Apr-20 A	10-Nov-20	101
Fire Suppression		33	21-Jul-20 A	10-Sep-20 A	
A16860	Fire Suppression - Dry Stand Pipe Rough-In 5th Floor	5	21-Jul-20 A	28-Jul-20 A	
A16870	Fire Suppression - Dry Stand Pipe Rough-In 4th Floor	5	29-Jul-20 A	05-Aug-20 A	
A16880	Fire Suppression - Dry Stand Pipe Rough-In 3rd Floor	5	06-Aug-20 A	12-Aug-20 A	
A16890	Fire Suppression - Dry Stand Pipe Rough-In 2nd Floor	5	13-Aug-20 A	19-Aug-20 A	
A16830	Fire Suppression - Dry Stand Pipe Rough-In 1st Floor	5	20-Aug-20 A	28-Aug-20 A	
A16900	Fire Suppression - Hydro	3	09-Sep-20 A	10-Sep-20 A	
A16960	Fire Suppression - COSA Inspection	1	09-Sep-20 A	10-Sep-20 A	
Mechanical		67	06-Aug-20 A	09-Nov-20	102
A16920	Mechanical - Mechanical Rough-In 4th Floor East	4	06-Aug-20 A	11-Aug-20 A	
A17870	Mechanical - Mechanical Rough-In 2nd Floor East	4	12-Aug-20 A	17-Aug-20 A	
A16950	Mechanical - Mechanical Rough-In 1st Floor East	4	18-Aug-20 A	20-Aug-20 A	
A16910	Mechanical - Mechanical Rough-In 5th Floor West	4	21-Aug-20 A	24-Aug-20 A	
A16930	Mechanical - Mechanical Rough-In 4th Floor West	4	25-Aug-20 A	26-Aug-20 A	
A16940	Mechanical - Mechanical Rough-In 3rd Floor West	4	27-Aug-20 A	31-Aug-20 A	
A17880	Mechanical - Mechanical Rough-In 1st Floor West	4	31-Aug-20 A	04-Sep-20 A	



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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A17890	Mechanical - Mechanical Commissioning	4	04-Nov-20	09-Nov-20	102
Electrical		91	22-Apr-20 A	24-Sep-20 A	
A16730	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 5	15	11-May-20 A	29-May-20 A	
A16740	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 4	15	01-Jun-20 A	22-Jun-20 A	
A19810	Electrical - SE Electrical Room 1st Floor	10	08-Jun-20 A	21-Jul-20 A	
A16750	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 3	15	23-Jun-20 A	15-Jul-20 A	
A19820	Electrical - NE Electrical Room 1st Floor	10	26-Jun-20 A	21-Sep-20 A	
A16760	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 2	15	16-Jul-20 A	30-Jul-20 A	
A19720	Electrical - Conductors and Light Fixtures 5th Floor	5	20-Jul-20 A	24-Jul-20 A	
A19730	Electrical - Conductors and Light Fixtures 4th Floor	5	27-Jul-20 A	31-Jul-20 A	
A19760	Electrical - Conductors and Light Fixtures 1st Floor	5	31-Jul-20 A	12-Aug-20 A	
A19740	Electrical - Conductors and Light Fixtures 3rd Floor	5	03-Aug-20 A	07-Aug-20 A	
A19750	Electrical - Conductors and Light Fixtures 2nd Floor	5	10-Aug-20 A	14-Aug-20 A	
A19850	Electrical - SW Electrical Room 4th Floor	10	19-Aug-20 A	21-Sep-20 A	
A16770	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 1	15	31-Aug-20 A	21-Sep-20 A	
Electrical Switchgear		39	22-Apr-20 A	09-Jul-20 A	
A18360	Delivery of Switchgear - Switchear	0	22-Apr-20 A	15-May-20 A	
A18370	Installation of Switchgear - Switchgear	5	08-Jun-20 A	19-Jun-20 A	
A18380	Termination of feeders - Switchgear - Switchgear	7	22-Jun-20 A	23-Jun-20 A	
A18390	Inspection of Switchgear	2	09-Jul-20 A	09-Jul-20 A	
Electrical Transformer		60	11-May-20 A	24-Sep-20 A	
A18520	Delivery of Transformer - Transformer	1	11-May-20 A	11-May-20 A	
A18530	Installation of Transformer - Transformer	3	12-May-20 A	22-Jun-20 A	
A18540	Termination of feeders - Transformer	7	23-Jun-20 A	02-Jul-20 A	
A19700	Primary Electrical Testing and Power	5	13-Jul-20 A	17-Jul-20 A	
A18550	Commissioning of Transformer and Switchgear	12	20-Jul-20 A	24-Sep-20 A	
Data and Security		48	26-Aug-20 A	10-Nov-20	20
A19940	Data and Security - 1st floor IDF Room Build Out	3	26-Aug-20 A	03-Sep-20 A	
A19950	Data and Security - 2nd floor IDF Room Build Out	3	03-Sep-20 A	08-Sep-20 A	
A19890	Data and Security - 1st floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19900	Data and Security - 2nd floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19910	Data and Security - 3rd floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19920	Data and Security - 4th floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19930	Data and Security - 5th floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19960	Data and Security - 3rd floor IDF Room Build Out	3	09-Sep-20 A	11-Sep-20 A	
A19970	Data and Security - 4th floor IDF Room Build Out	3	14-Sep-20 A	16-Sep-20 A	
A19980	Data and Security - 5th floor IDF Room Build Out	3	17-Sep-20 A	21-Sep-20 A	
A20010	Data and Security - Security Camera Installation All Levels	3	12-Oct-20 A	16-Oct-20 A	
A20020	Data and Security - Access Control Installation	5	12-Oct-20 A	20-Oct-20 A	
A19990	Data and Security - Fiber Optic Cabling Installation Manholes	5	14-Oct-20 A	20-Oct-20 A	

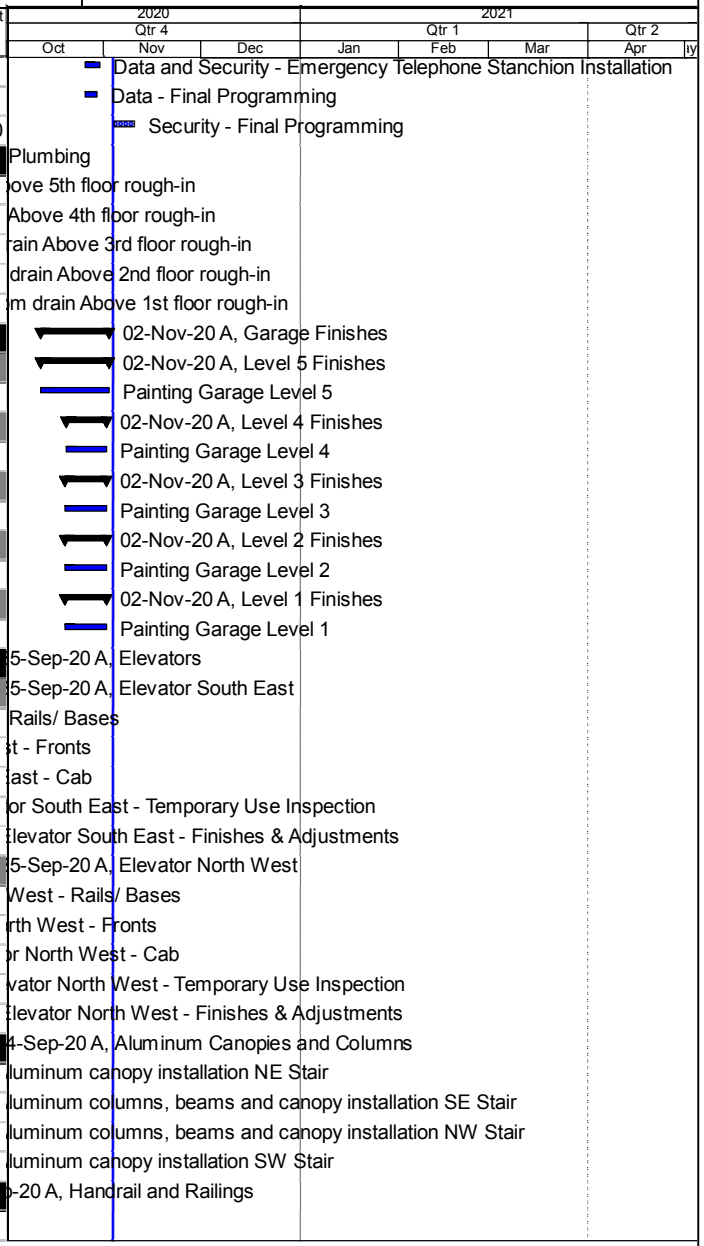


Actual Level of Effort | Normal Activity
Actual Work | Critical

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A20000	Data and Security - Emergency Telephone Stanchion Installation	3	26-Oct-20 A	30-Oct-20 A	
A20280	Data - Final Programming	5	26-Oct-20 A	30-Oct-20 A	
A20310	Security - Final Programming	5	04-Nov-20	10-Nov-20	20
Plumbing		37	06-Jul-20 A	21-Aug-20 A	
A16790	Plumbing storm drain Above 5th floor rough-in	7	06-Jul-20 A	24-Jul-20 A	
A16800	Plumbing storm drain Above 4th floor rough-in	5	27-Jul-20 A	30-Jul-20 A	
A16810	Plumbing storm drain Above 3rd floor rough-in	7	30-Jul-20 A	10-Aug-20 A	
A16820	Plumbing storm drain Above 2nd floor rough-in	5	10-Aug-20 A	14-Aug-20 A	
A16840	Plumbing strom drain Above 1st floor rough-in	7	17-Aug-20 A	21-Aug-20 A	
Garage Finishes		22	12-Oct-20 A	02-Nov-20 A	
Level 5 Finishes		4	12-Oct-20 A	02-Nov-20 A	
A17980	Painting Garage Level 5	4	12-Oct-20 A	02-Nov-20 A	
Level 4 Finishes		4	20-Oct-20 A	02-Nov-20 A	
A18010	Painting Garage Level 4	4	20-Oct-20 A	02-Nov-20 A	
Level 3 Finishes		4	20-Oct-20 A	02-Nov-20 A	
A18040	Painting Garage Level 3	4	20-Oct-20 A	02-Nov-20 A	
Level 2 Finishes		4	20-Oct-20 A	02-Nov-20 A	
A18070	Painting Garage Level 2	4	20-Oct-20 A	02-Nov-20 A	
Level 1 Finishes		4	20-Oct-20 A	02-Nov-20 A	
A18100	Painting Garage Level 1	4	20-Oct-20 A	02-Nov-20 A	
Elevators		50	20-Jul-20 A	25-Sep-20 A	
Elevator South East		50	20-Jul-20 A	25-Sep-20 A	
A11660	Elevator South East - Rails/ Bases	11	20-Jul-20 A	30-Jul-20 A	
A11670	Elevator South East - Fronts	7	30-Jul-20 A	07-Aug-20 A	
A11680	Elevator South East - Cab	6	10-Aug-20 A	14-Aug-20 A	
A11700	Elevator South East - Temporary Use Inspection	2	09-Sep-20 A	10-Sep-20 A	
A11690	Elevator South East - Finishes & Adjustments	6	21-Sep-20 A	25-Sep-20 A	
Elevator North West		40	10-Aug-20 A	25-Sep-20 A	
A17810	Elevator North West - Rails/ Bases	11	10-Aug-20 A	17-Aug-20 A	
A17820	Elevator North West - Fronts	7	18-Aug-20 A	27-Aug-20 A	
A17830	Elevator North West - Cab	6	31-Aug-20 A	08-Sep-20 A	
A17850	Elevator North West - Temporary Use Inspection	2	17-Sep-20 A	18-Sep-20 A	
A17840	Elevator North West - Finishes & Adjustments	6	21-Sep-20 A	25-Sep-20 A	
Aluminum Canopies and Columns		14	21-Sep-20 A	24-Sep-20 A	
A17030	Aluminum canopy installation NE Stair	2	21-Sep-20 A	24-Sep-20 A	
A17080	Aluminum columns, beams and canopy installation SE Stair	5	21-Sep-20 A	24-Sep-20 A	
A17260	Aluminum columns, beams and canopy installation NW Stair	5	21-Sep-20 A	24-Sep-20 A	
A18560	Aluminum canopy installation SW Stair	2	21-Sep-20 A	24-Sep-20 A	
Handrail and Railings		112	04-May-20 A	09-Sep-20 A	
A19030	Handrail and Railings Installation - SE Stair Tower	8	04-May-20 A	08-May-20 A	

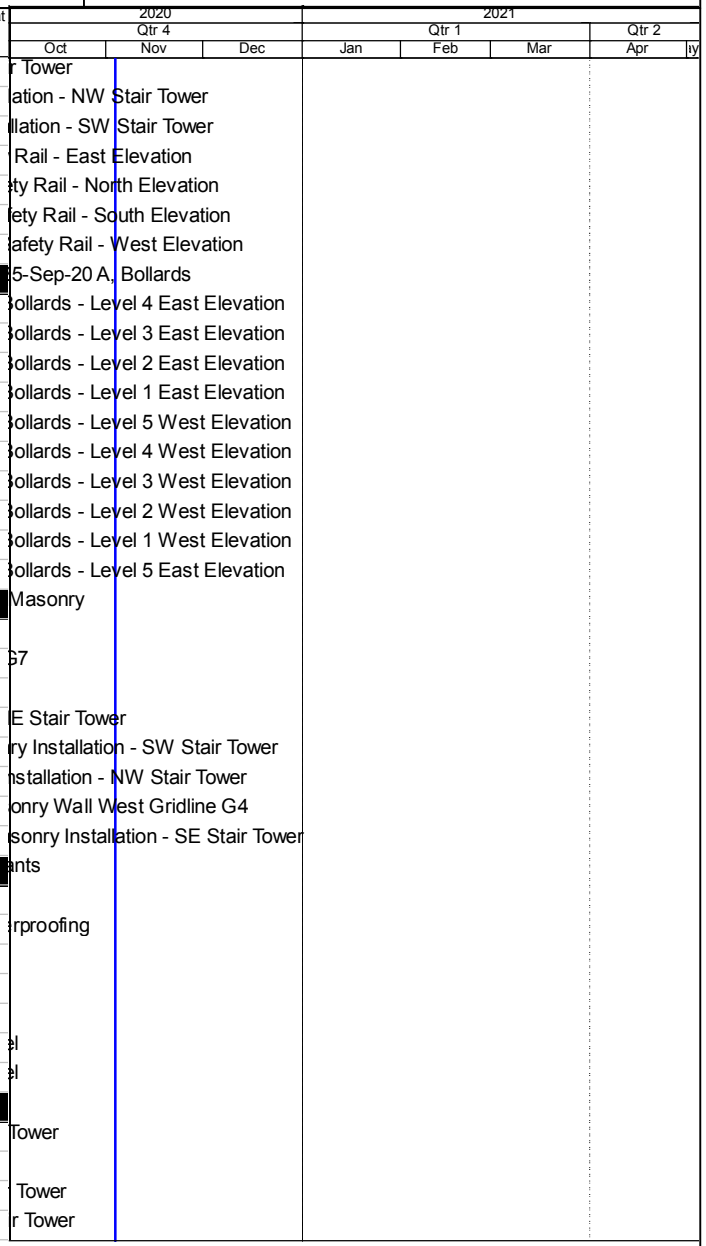


Actual Level of Effort | Normal Activity
Actual Work | Critical

TASK filter: All Activities

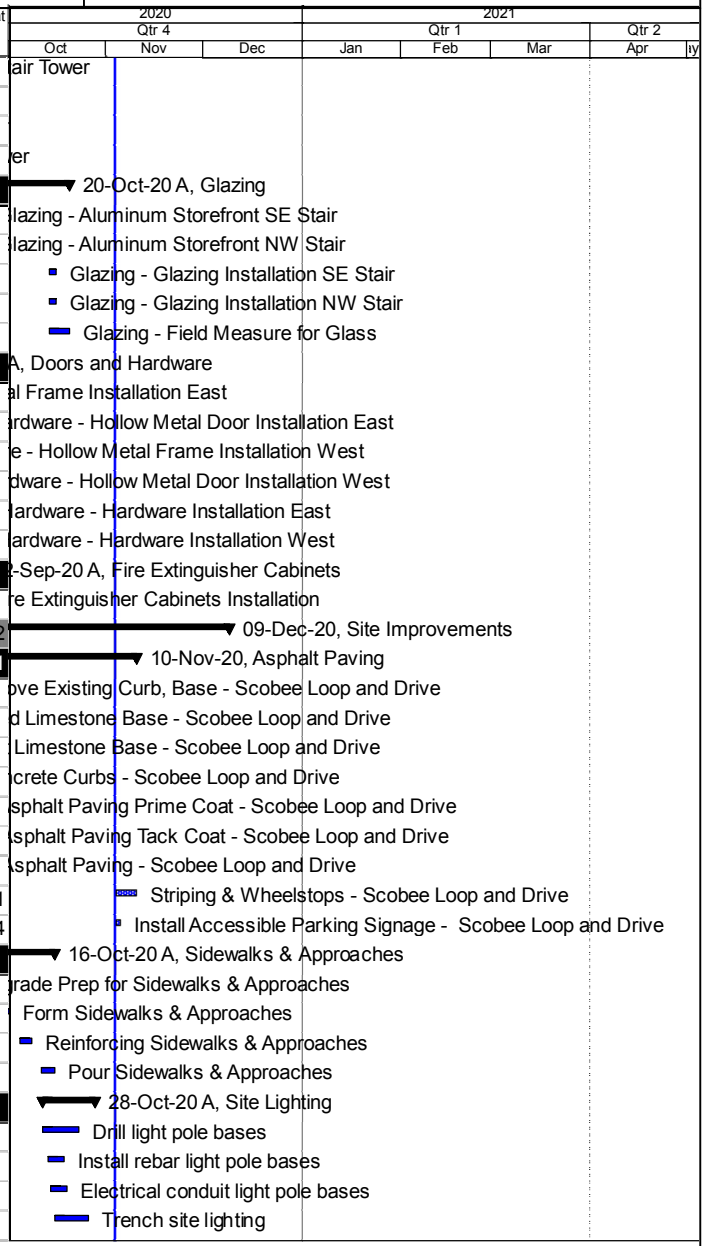
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A19040	Handrail and Railings Installation - NE Stair Tower	8	01-Jun-20 A	05-Jun-20 A	
A19050	Handrail and Railings Installation - NW Stair Tower	4	13-Jul-20 A	15-Jul-20 A	
A19020	Handrail and Railings Installation - SW Stair Tower	4	15-Jul-20 A	17-Jul-20 A	
A19640	Roof Safety Rail - East Elevation	3	24-Aug-20 A	27-Aug-20 A	
A19650	Roof Safety Rail - North Elevation	3	28-Aug-20 A	01-Sep-20 A	
A19660	Roof Safety Rail - South Elevation	3	02-Sep-20 A	04-Sep-20 A	
A19670	Roof Safety Rail - West Elevation	2	08-Sep-20 A	09-Sep-20 A	
Bollards		21	10-Sep-20 A	25-Sep-20 A	
A19550	Bollards - Level 4 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19560	Bollards - Level 3 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19570	Bollards - Level 2 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19580	Bollards - Level 1 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19590	Bollards - Level 5 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19600	Bollards - Level 4 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19610	Bollards - Level 3 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19620	Bollards - Level 2 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19630	Bollards - Level 1 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19540	Bollards - Level 5 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
Masonry		67	01-Jun-20 A	21-Aug-20 A	
A19690	Masonry - Ramp Walls	5	01-Jun-20 A	10-Jun-20 A	
A19180	Masonry - Masonry Wall East Gridline G7	3	10-Jun-20 A	12-Jun-20 A	
A19680	Masonry - Electrical Room First Floor	2	10-Jun-20 A	15-Jun-20 A	
A19150	Masonry - Masonry Installation - NE Stair Tower	8	16-Jun-20 A	26-Jun-20 A	
A19170	Masonry - Masonry Installation - SW Stair Tower	8	27-Jul-20 A	10-Aug-20 A	
A19160	Masonry - Masonry Installation - NW Stair Tower	8	30-Jul-20 A	31-Jul-20 A	
A19190	Masonry - Masonry Wall West Gridline G4	5	11-Aug-20 A	17-Aug-20 A	
A19140	Masonry - Masonry Installation - SE Stair Tower	8	18-Aug-20 A	21-Aug-20 A	
Sealants		46	08-Jun-20 A	07-Aug-20 A	
A19470	Sealants - SE Elevator Waterproofing	2	08-Jun-20 A	08-Jun-20 A	
A19480	Sealants - NW Elevator Waterproofing	5	08-Jul-20 A	10-Jul-20 A	
A19500	Sealants - 5th Level	5	13-Jul-20 A	17-Jul-20 A	
A19510	Sealants - 4th Level	5	20-Jul-20 A	23-Jul-20 A	
A19520	Sealants - 3rd Level	5	23-Jul-20 A	27-Jul-20 A	
A19530	Sealants - 2nd Level	5	28-Jul-20 A	05-Aug-20 A	
A19490	Sealants - 1st Level	2	06-Aug-20 A	07-Aug-20 A	
Roofing		16	06-Jul-20 A	27-Jul-20 A	
A19100	Roofing - Roof Drain SE Stair Tower	2	06-Jul-20 A	07-Jul-20 A	
A19060	Roofing - SE Stair Tower	5	08-Jul-20 A	10-Jul-20 A	
A19110	Roofing - Roof Drain NE Stair Tower	2	08-Jul-20 A	09-Jul-20 A	
A19120	Roofing - Roof Drain NW Stair Tower	2	09-Jul-20 A	10-Jul-20 A	



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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A19130	Roofing - Roof Drain SW Stair Tower	2	09-Jul-20 A	15-Jul-20 A	
A19070	Roofing - NE Stair Tower	5	13-Jul-20 A	17-Jul-20 A	
A19080	Roofing - NW Stair Tower	5	20-Jul-20 A	20-Jul-20 A	
A19090	Roofing - SW Stair Tower	5	21-Jul-20 A	27-Jul-20 A	
Glazing		27	21-Sep-20 A	20-Oct-20 A	
A17020	Glazing - Aluminum Storefront SE Stair	5	21-Sep-20 A	24-Sep-20 A	
A17040	Glazing - Aluminum Storefront NW Stair	5	21-Sep-20 A	24-Sep-20 A	
A16970	Glazing - Glazing Installation SE Stair	3	14-Oct-20 A	16-Oct-20 A	
A17050	Glazing - Glazing Installation NW Stair	3	14-Oct-20 A	16-Oct-20 A	
A17060	Glazing - Field Measure for Glass	5	14-Oct-20 A	20-Oct-20 A	
Doors and Hardware		55	16-Jun-20 A	28-Aug-20 A	
A19200	Doors and Hardware - Hollow Metal Frame Installation East	5	16-Jun-20 A	26-Jun-20 A	
A19210	Doors and Hardware - Hollow Metal Door Installation East	3	21-Jul-20 A	21-Aug-20 A	
A19710	Doors and Hardware - Hollow Metal Frame Installation West	5	28-Jul-20 A	05-Aug-20 A	
A19230	Door and Hardware - Hollow Metal Door Installation West	3	19-Aug-20 A	21-Aug-20 A	
A19220	Doors and Hardware - Hardware Installation East	2	24-Aug-20 A	25-Aug-20 A	
A19240	Door and Hardware - Hardware Installation West	5	26-Aug-20 A	28-Aug-20 A	
Fire Extinguisher Cabinets		10	14-Sep-20 A	22-Sep-20 A	
A19250	Fire Extinguisher Cabinets Installation	10	14-Sep-20 A	22-Sep-20 A	
Site Improvements		85	17-Aug-20 A	09-Dec-20	82
Asphalt Paving		66	17-Aug-20 A	10-Nov-20	101
A8670	Sawcut/ Remove Existing Curb, Base - Scobee Loop and Drive	2	17-Aug-20 A	21-Aug-20 A	
A8680	Install Crushed Limestone Base - Scobee Loop and Drive	7	17-Aug-20 A	21-Aug-20 A	
A8690	Compact Limestone Base - Scobee Loop and Drive	3	31-Aug-20 A	02-Sep-20 A	
A8700	Concrete Curbs - Scobee Loop and Drive	10	03-Sep-20 A	17-Sep-20 A	
A8710	Asphalt Paving Prime Coat - Scobee Loop and Drive	1	23-Sep-20 A	24-Sep-20 A	
A8720	Asphalt Paving Tack Coat - Scobee Loop and Drive	1	24-Sep-20 A	24-Sep-20 A	
A8730	Asphalt Paving - Scobee Loop and Drive	5	24-Sep-20 A	25-Sep-20 A	
A8740	Striping & Wheelstops - Scobee Loop and Drive	5	04-Nov-20	10-Nov-20	101
A8750	Install Accessible Parking Signage - Scobee Loop and Drive	2	04-Nov-20	05-Nov-20	104
Sidewalks & Approaches		43	31-Aug-20 A	16-Oct-20 A	
A8470	Subgrade Prep for Sidewalks & Approaches	10	31-Aug-20 A	14-Sep-20 A	
A8480	Form Sidewalks & Approaches	10	21-Sep-20 A	02-Oct-20 A	
A8490	Reinforcing Sidewalks & Approaches	10	05-Oct-20 A	09-Oct-20 A	
A8500	Pour Sidewalks & Approaches	10	12-Oct-20 A	16-Oct-20 A	
Site Lighting		17	12-Oct-20 A	28-Oct-20 A	
A12210	Drill light pole bases	1	12-Oct-20 A	23-Oct-20 A	
A12230	Install rebar light pole bases	1	14-Oct-20 A	19-Oct-20 A	
A12240	Electrical conduit light pole bases	1	15-Oct-20 A	20-Oct-20 A	
A12200	Trench site lighting	8	16-Oct-20 A	26-Oct-20 A	

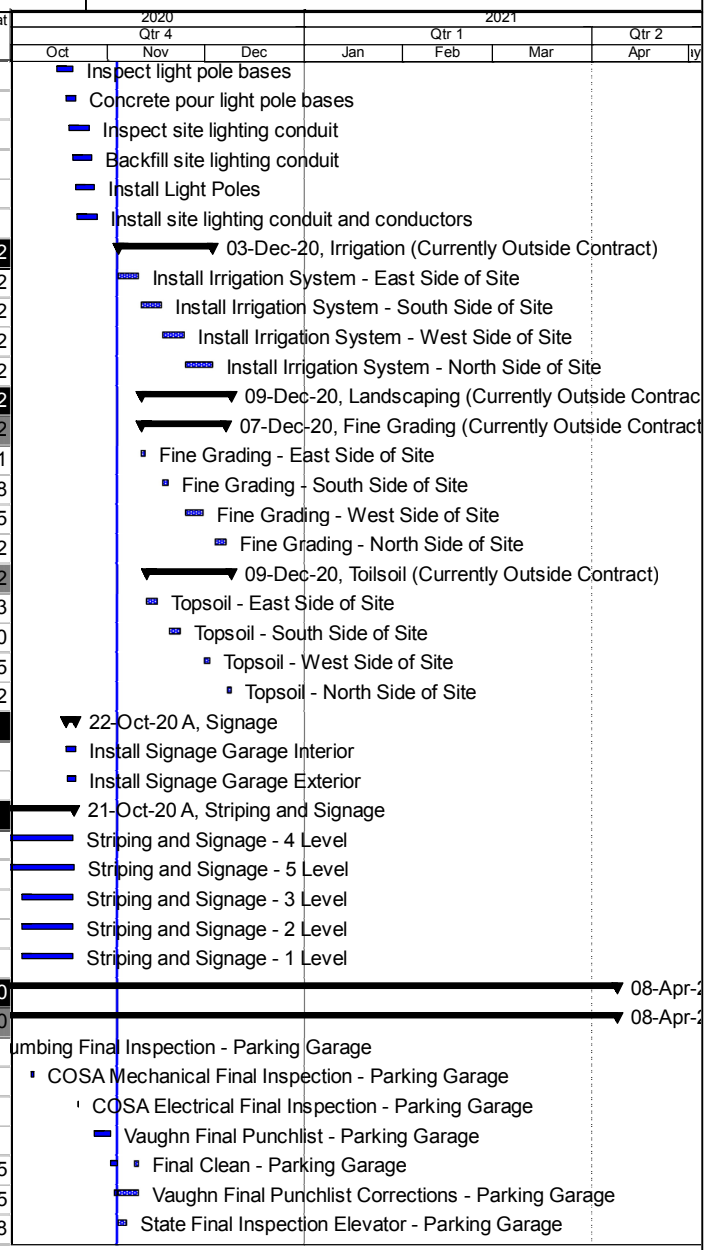


Actual Level of Effort | Actual Work | Normal Activity | Critical

TASK filter: All Activities

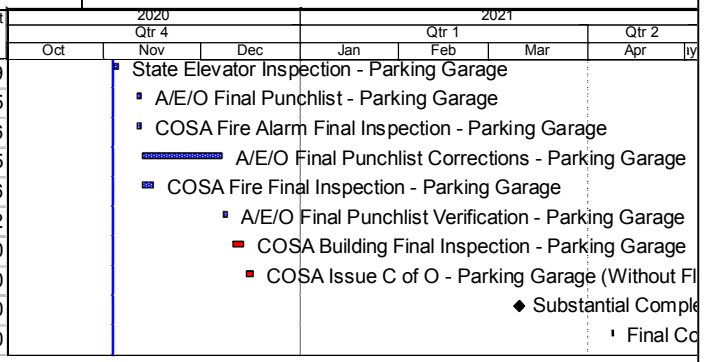
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A12250	Inspect light pole bases	1	16-Oct-20 A	21-Oct-20 A	
A12260	Concrete pour light pole bases	1	19-Oct-20 A	22-Oct-20 A	
A12280	Inspect site lighting conduit	1	20-Oct-20 A	26-Oct-20 A	
A12290	Backfill site lighting conduit	3	21-Oct-20 A	27-Oct-20 A	
A20390	Install Light Poles	3	22-Oct-20 A	28-Oct-20 A	
A12270	Install site lighting conduit and conductors	5	22-Oct-20 A	28-Oct-20 A	
Irrigation (Currently Outside Contract)		20	04-Nov-20	03-Dec-20	82
A8510	Install Irrigation System - East Side of Site	5	04-Nov-20	10-Nov-20	82
A8520	Install Irrigation System - South Side of Site	5	11-Nov-20	17-Nov-20	82
A8530	Install Irrigation System - West Side of Site	5	18-Nov-20	24-Nov-20	82
A8540	Install Irrigation System - North Side of Site	5	25-Nov-20	03-Dec-20	82
Landscaping (Currently Outside Contract)		19	11-Nov-20	09-Dec-20	82
Fine Grading (Currently Outside Contract)		17	11-Nov-20	07-Dec-20	82
A8550	Fine Grading - East Side of Site	2	11-Nov-20	12-Nov-20	91
A8560	Fine Grading - South Side of Site	2	18-Nov-20	19-Nov-20	88
A8570	Fine Grading - West Side of Site	2	25-Nov-20	30-Nov-20	85
A8580	Fine Grading - North Side of Site	2	04-Dec-20	07-Dec-20	82
Toilsoil (Currently Outside Contract)		17	13-Nov-20	09-Dec-20	82
A8590	Topsoil - East Side of Site	2	13-Nov-20	16-Nov-20	93
A8600	Topsoil - South Side of Site	2	20-Nov-20	23-Nov-20	90
A8610	Topsoil - West Side of Site	2	01-Dec-20	02-Dec-20	85
A8620	Topsoil - North Side of Site	2	08-Dec-20	09-Dec-20	82
Signage		7	19-Oct-20 A	22-Oct-20 A	
A8450	Install Signage Garage Interior	5	19-Oct-20 A	22-Oct-20 A	
A8460	Install Signage Garage Exterior	2	19-Oct-20 A	22-Oct-20 A	
Striping and Signage		25	28-Sep-20 A	21-Oct-20 A	
A19430	Striping and Signage - 4 Level	5	28-Sep-20 A	21-Oct-20 A	
A19420	Striping and Signage - 5 Level	5	30-Sep-20 A	21-Oct-20 A	
A19440	Striping and Signage - 3 Level	5	05-Oct-20 A	21-Oct-20 A	
A19450	Striping and Signage - 2 Level	5	05-Oct-20 A	21-Oct-20 A	
A19460	Striping and Signage - 1 Level	5	05-Oct-20 A	21-Oct-20 A	
Punchlists/ Final Inspections		153	02-Sep-20 A	08-Apr-21	0
Parking Garage		153	02-Sep-20 A	08-Apr-21	0
A19880	COSA Plumbing Final Inspection - Parking Garage	5	02-Sep-20 A	02-Sep-20 A	
A19870	COSA Mechanical Final Inspection - Parking Garage	5	08-Oct-20 A	09-Oct-20 A	
A8820	COSA Electrical Final Inspection - Parking Garage	2	23-Oct-20 A	23-Oct-20 A	
A8760	Vaughn Final Punchlist - Parking Garage	3	28-Oct-20 A	02-Nov-20 A	
A8860	Final Clean - Parking Garage	2	02-Nov-20 A	10-Nov-20	5
A8780	Vaughn Final Punchlist Corrections - Parking Garage	6	03-Nov-20 A	10-Nov-20	5
A11710	State Final Inspection Elevator - Parking Garage	3	04-Nov-20	06-Nov-20	18



(c) Primavera Systems, Inc.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A11720	State Elevator Inspection - Parking Garage	2	04-Nov-20	05-Nov-20	19
A8770	A/E/O Final Punchlist - Parking Garage	2	11-Nov-20	12-Nov-20	5
A9040	COSA Fire Alarm Final Inspection - Parking Garage	2	11-Nov-20	12-Nov-20	16
A8790	A/E/O Final Punchlist Corrections - Parking Garage	15	13-Nov-20	07-Dec-20	5
A8830	COSA Fire Final Inspection - Parking Garage	2	13-Nov-20	16-Nov-20	16
A8810	A/E/O Final Punchlist Verification - Parking Garage	2	08-Dec-20	09-Dec-20	82
A8840	COSA Building Final Inspection - Parking Garage	2	11-Dec-20	14-Dec-20	0
A8850	COSA Issue C of O - Parking Garage (Without Float)	3	15-Dec-20	17-Dec-20	0
A8800	Substantial Completion - Parking Garage	0		10-Mar-21	0
A8870	Final Completion	1	08-Apr-21	08-Apr-21	0



Actual Level of Effort
Actual Work
Normal Activity
Critical

TASK filter: All Activities

(c) Primavera Systems, Inc.

Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

General Information

Location/Campus:	San Antonio College	**Bond Tranche #:**	3	
			Orig.	**Rev.**
Project Title:	Physical Plant Improvements	**Target Completion:**	7/21/2023	4/9/2021
Project Type:	Improvements	**Target Square Footage:**	1,873	N/A
Project Manager:	Tony Alfaro	**Construction Manager:**	J.T. Vaughn Construction, LLC	
Architect/Engineer:	O'Connell Robertson	**Furniture:**	None	
Project Description:	The scope of work in this project consists of infrastructure installation of Potable water, Fire Protection water lines and waste water lines. Also included in thscope is intallation of electrical power and data lines to support the Garage 3 project and potential future building projects.			

Revenue Source			**Projected Costs**		**% Overage**	**0%**
Gen. Oblig. Bonds	#	$ 4,500,000.00	**Current Estimated GMP:**		**$**	**2,420,596**
G.O. Bond Rebalncng. Trnsfr to Childcare		$ (1,959,575.00)	**Est. FF&E Budget:**		**$**	**-**
Maintenance Tax Notes:			**Current Estimated Soft Costs:**		**$**	**119,829**
Institutional Funds		$ -				
Other Funding Sources		$ -			**$**	**-**
Total Revenue:		**$ 2,540,425**	**Total Projected Costs:**		**$**	**2,540,425**

Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrances	Expenditures	Remaining Budget
Construction Budget:	$ 3,000,000	$ (579,404)	$ 2,420,596	$ 2,820,596	$ 2,238,461	$ 182,135
Arch. & Eng.:	$ 300,000	$ (188,550)	$ 111,450	$ 111,450	$ 111,450	$ -
Const. Mtrls.Testing:	$ 60,000	$ (60,000)	$ -			$ -
Spclzd. Eng. Services:	$ 30,000	$ (30,000)	$ -		$ -	$ -
Bldg Permit, Dev. & Utility Impact Fees:	$ 30,000	$ (21,621)	$ 8,379	$ 8,379	$ 8,379	$ -
Public Art:	$ 30,000	$ (30,000)	$ -	$ -	$ -	$ -
F,F&E:	$ 1,050,000	$ (1,050,000)	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -
Total Bond Funded Budget:	**$ 4,500,000**	**$ (1,959,575)**	**$ 2,540,425**	**$ 2,940,425**	**$ 2,358,290**	**$ 182,135**
Variance from Bond Revenue:	**$ -**					
Budget Comments:	Vaughn Construction is proposing deductive Change Order No.1 on 11.10.2020					

One-Time Costs in (Year Completed) to open Facility:

	Original Budget	Revisions	Revised Budget	Encumbrance	Expenditures	Remaining Budget
Total One-Time Budget:	$ -	$ -	$ -	$ -	$ -	$ -
Variance from Other Revenues:						
Budget Comments:						

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Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District – San Antonio College (SAC) Parking Garage/Added Scope San Pedro Improvements, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER

"The Board of Trustees hereby approves an amendment to decrease by $425,000 to $17,598,165 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Parking Garage/Added Scope San Pedro Improvements, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

PURPOSE

To approve the amendment to decrease the Guaranteed Maximum Price by $425,000 to $17,598,165, under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Parking Garage/Added Scope San Pedro Improvements, Capital Improvement Project (CIP) subject to staff confirmation of scope and subsequent execution of GMP amendment.

BACKGROUND

In February 27, 2018, the Board approved the purchase of Construction Manager-at-Risk Services for the District for the General Obligation Bond Projects. On December 11, 2018 and amended via Change Order No.1 on May 2020, the Board approved a GMP of $18,023,165 (including contingency) for the construction of Garage 3 and the San Pedro Street scope. The Construction Manager -at-Risk J.T. Vaughn, LLC is able to provide $425,000 of buyout savings from the project. The buyout savings are a result of the CMR procurement process in bidding and purchasing the various commodities and work packages used the in the construction project. The buyout savings will be used for additional funding of the SAC Early Childcare and Micronauts project and other SAC CIP projects.

.

SAC project	Original December 2018 GMP Award May 2020 Amendment	November 2020 GMP Decrease Amount	Final GMP
Parking Garage/Added Scope San Pedro Improvements	$18,023,165	$425,000	$17,598,165
TOTALS	**$18,023,165**	**$425,000**	**$17,598,165**

IMPLICATIONS

Financial: 2017 General Obligations Bond Funds
Strategic Objective: Goal I – Student Success; Goal III – Performance Excellence
SWMBE/HUB Participation: 24%
Employee Services:
ATTACHMENTS: Project Summary Sheet, Deductive Change Order #02

DocuSigned by:
Robert Vela
51F84D32D631413...
Dr. Robert Vela
President, San Antonio College

DocuSigned by:
Lacy Hampton
AB8BD92A607E4A3...
Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

DocuSigned by:
Diane Snyder
C8AA3C272D984B2...
Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

DocuSigned by:
A1956726E5BF4CD...
Dr. Mike Flores
Chancellor

ALAMO COLLEGES DISTRICT

EXHIBIT A - ATTACHMENT D1

CHANGE ORDER PROPOSAL

This change order ("Change Order") to the Contract described herein is made and entered into between the **Alamo Community College District**, a political subdivision of the State of Texas ("Alamo Colleges District" or "Owner"), Vaughn Construction ("Contractor" or "Construction Manager") and, O'Connell Robertson ("Architect") regarding the San Antonio College (SAC) Parking Garage_ Capital Improvement Project (Project), which was agreed to as evidenced by the Guaranteed Maximum Price Amendment executed on January 25,2019 with a Guaranteed Maximum Price of $15,279,192.00 and a Final Completion date ofJune 5, 2020.

This is Change Order No. 02
Date of this Changer Order is December 8, 2020

The original date for Final Completion was June 5, 2020 and the Original Substantial Completion Date was May 5, 2020.

The original not-to exceed Guaranteed Maximum Price consisting of:

1.	Stipulated amount for the Preconstruction Services Fee	$268,709.00
2.	Amount for the Construction Services including:	$15,010,483.00
	a. A not-to exceed amount for the Cost of Work	$12,454,329.00
	b. A not-to exceed amount for the General Conditions	$1,654,155.00
	c. A not-to exceed amount Construction Phase Fee	$528,369.00
	d. A lump sum amount of Construction Contingency	$373,630.00
	e. A lump sum amount of Owner Contingency	$0.00
3.	TOTAL OF GMP LINE ITEMS 1 AND 2:	$15,279,192.00
	This amount is the current Guaranteed Maximum Price (GMP) guaranteed to the Owner not to be exceeded.	

The Construction Manager hereby submits to the Alamo Colleges District a request for a change in the Work, Contract Sum, Contract Time and/or Contract Documents accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner and to permit the Owner to make a decision. Owner reserves the right to request additional information to evaluate any request and recommends that all requests be prepared in a manner consistent with the District's Guidelines for the Preparation of the Guaranteed Maximum Price Proposal.

All changes orders must include an updated Project Schedule, General Conditions, and Schedule of Values, as applicable.

Based on the request and the supporting documents, the contract is changed as follows:
(Insert a detailed description of the change and attach specific exhibits, plans or specifications with which contractor shall comply, but not subcontractor bids, responses or proposals. Also include any agreed-upon adjustments.)

The changes to the Contract are based upon the following assumptions, specifications, drawings, or other conditions of the Contract:

This Change Order does not include any change in contracted scope or time and is solely adjusting the contract sum to return unused cost of work dollars back to Alamo Colleges. The reduction to the GMP stems from returning recognized savings in the procured cost of work versus the cost of work established at original GMP value. This is the second change order for this project and a copy of Change Order No. 1 is attached hereto.

The Contract is changed to modify the scope of work, which is set forth in detail in the documents attached hereto, incorporated herein or referenced herein. The Contractor must comply with these aforementioned plans, specifications, conditions and requirements as it relates to the Project and the modified scope of work. The provisions of this Change Order shall (i) modify the terms of the Contract Documents, as herein specified; and (ii) shall prevail over any conflicting provisions of the Contract Documents, to the extent of such conflict, as of the date of this Change Order.

The Contract Time will decrease by one (1) of days and the new date for Final Completion is April 8, 2021 and Substantial Completion is March 10, 2021 as further reflected on the attached Project Schedule.

The new not-to exceed Guaranteed Maximum Price consists of:

1.	The new not-to exceed amount for Preconstruction Services Fee	$268,709.00
2.	The new not-to exceed amount for Construction Services include:	$17,329,456.00
	a. The new not-to exceed amount for the Cost of Work	$13,936,988.00
	b. The new not-to exceed amount for the General Conditions	$2,056,152.00
	c. The new not-to exceed amount Construction Phase Fee	$623,310.00
	d. The new not-to exceed amount of Construction Contingency	$553,006.00
	e. The new not-to exceed amount of Owner Contingency	$160,000.00

Any of the unused contingencies shall accrue to the Owner.

3. TOTAL of the NEW AMENDED GMP LINE ITEMS 1 AND 2: $17,598,165.00

This amount shall be the new Guaranteed Maximum Price (GMP), which we hereby guarantee to the Owner shall not be exceeded.

By signing below, each party represents and acknowledges that it (i) has reviewed this instrument and its supporting data and (ii) is in agreement with the terms, conditions and requirements of this Change Order.

Accepted and Agreed to by:

Alamo Colleges District:	**Contractor:**
By: _____	By: _____
Printed Name: Dr. Diane Snyder	Printed Name: _____
Its: Vice Chancellor, Finance & Administration	Its: _____
District's Counsel, as to form only:	**Architect:**
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Its: _____	Its: _____

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EXHIBIT A - ATTACHMENT D1

CHANGE ORDER PROPOSAL

This change order ("Change Order") to the Contract described herein is made and entered into between the **Alamo Community College District**, a political subdivision of the State of Texas ("Alamo Colleges District" or "Owner"), Vaughn Construction ("Contractor" or "Construction Manager") and, O'Connell Robertson ("Architect") regarding the San Antonio College (SAC) Parking Garage Capital Improvement Project (Project), which was agreed to as evidenced by the Guaranteed Maximum Price Amendment executed on January 25, 2019 with a Guaranteed Maximum Price of $ 15,279,192.00 and a Final Completion date of June 5, 2020.

This is Change Order No. 01
Date of this Changer Order is 7/14/2020

The original date for Final Completion was June 5, 2020.

The original not-to exceed Guaranteed Maximum Price consisting of:

1.	Stipulated amount for the Preconstruction Services Fee	$ 268,709.00
2.	Amount for the Construction Services including:	$ 15,010,483.00
	a. A not-to exceed amount for the Cost of Work	$ 12,454,329.00
	b. A not-to exceed amount for the General Conditions	$ 1,654,155.00
	c. A not-to exceed amount Construction Phase Fee	$ 528,369.00
	d. A lump sum amount of Construction Contingency	$ 373,630.00
	e. A lump sum amount of Owner Contingency	$ 0.00
3.	TOTAL OF GMP LINE ITEMS 1 AND 2: This amount shall be the Guaranteed Maximum Price (GMP), which we hereby guarantee to the Owner shall not be exceeded.	$ 15,279,192.00

The Construction Manager hereby submits to the Alamo Colleges District a request for a change in the Work, Contract Sum, Contract Time and/or Contract Documents accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner and to permit the Owner to make a decision. Owner reserves the right to request additional information to evaluate any request and recommends that all requests be prepared in a manner consistent with the District's Guidelines for the Preparation of the Guaranteed Maximum Price Proposal.

All changes orders must include an updated Project Schedule, General Conditions, and Schedule of Values, as applicable.

Based on the request and the supporting documents, the contract is changed as follows:
In order to facilitate the increased traffic volume at the southwest portion of campus as a result of construction, modifications are required related to the adjoining street, San Pedro that entail revisions to traffic signaling, earthwork/asphalt, striping, concrete flat work and site utilities.

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The changes to the Contract are based upon the following assumptions, specifications, drawings, or other conditions of the Contract:

Please see attached executive summary, list of documents, qualifications and assumptions and schedule data. This Change Order adds a new scope of work with an amended not to exceed guaranteed maximum price, as stated herein. Construction Manager shall bid all major elements of work and subcontract; buyout savings will be applied 50/50 to Owner and Construction Contingencies with any savings at Final Completion accruing to the Owner.

The Contract is changed to modify the scope of work, which is set forth in detail in the documents attached hereto, incorporated herein or referenced herein. The Contractor must comply with these aforementioned plans, specifications, conditions and requirements as it relates to the Project and the modified scope of work. The provisions of this Change Order shall (i) modify the terms of the Contract Documents, as herein specified; and (ii) shall prevail over any conflicting provisions of the Contract Documents, to the extent of such conflict, as of the date of this Change Order.

The Contract Time will extend by Three Hundred Eight (308) of days which includes float and the new date for Final Completion is April 9, 2021 as further reflected on the attached Project Schedule.

The new not-to exceed Guaranteed Maximum Price consisting of:

1.	The new not-to exceed amount for Preconstruction Services Fee	$ 268,709.00
2.	The new not-to exceed amount for Construction Services include:	$ 17,754,456.00
	a. The new not-to exceed amount for the Cost of Work	$ 14,361,988.00
	b. The new not-to exceed amount for the General Conditions	$ 2,056,152.00
	c. The new not-to exceed amount Construction Phase Fee	$ 623,310.00
	d. The new not-to exceed amount of Construction Contingency	$ 553,006.00
	e. The new not-to exceed amount of Owner Contingency	$ 160,000.00
	Any of the unused contingencies shall accrue to the Owner	$ 0.00
3.	TOTAL of the NEW AMENDED GMP LINE ITEMS 1 AND 2: This amount shall be the Guaranteed Maximum Price (GMP), which we hereby guarantee to the Owner shall not be exceeded.	$ 18,023,165.00

By signing below, each party represents and acknowledge that they (i) have reviewed this instrument and its supporting data and (ii) are in agreement with the terms, conditions and requirements of this Change Order.

Accepted and Agreed to by:

Alamo Colleges District:
By: DocuSigned by: Diane Snyder C8AA3C272D984B2... 7/14/2020
Printed Name: Dr. Diane Snyder
Its: Vice Chancellor, Finance & Administration

Contractor:
By: DocuSigned by: Tom Vaughn 7F4B6DD9DF1045E...
Printed Name: Tom Vaughn
Its: CEO 7/14/2020

District's Counsel, as to form only:
By: DocuSigned by: Ross Laughead 7C83A7C25924436...
Printed Name: Ross Laughead 7/14/2020
Its: Approved as to Form, General Counsel

Architect:
By: DocuSigned by: Chris Narendorf 31B544B12C084B8...
Printed Name: Chris Narendorf
Its: Principal, Office Director 7/14/2020

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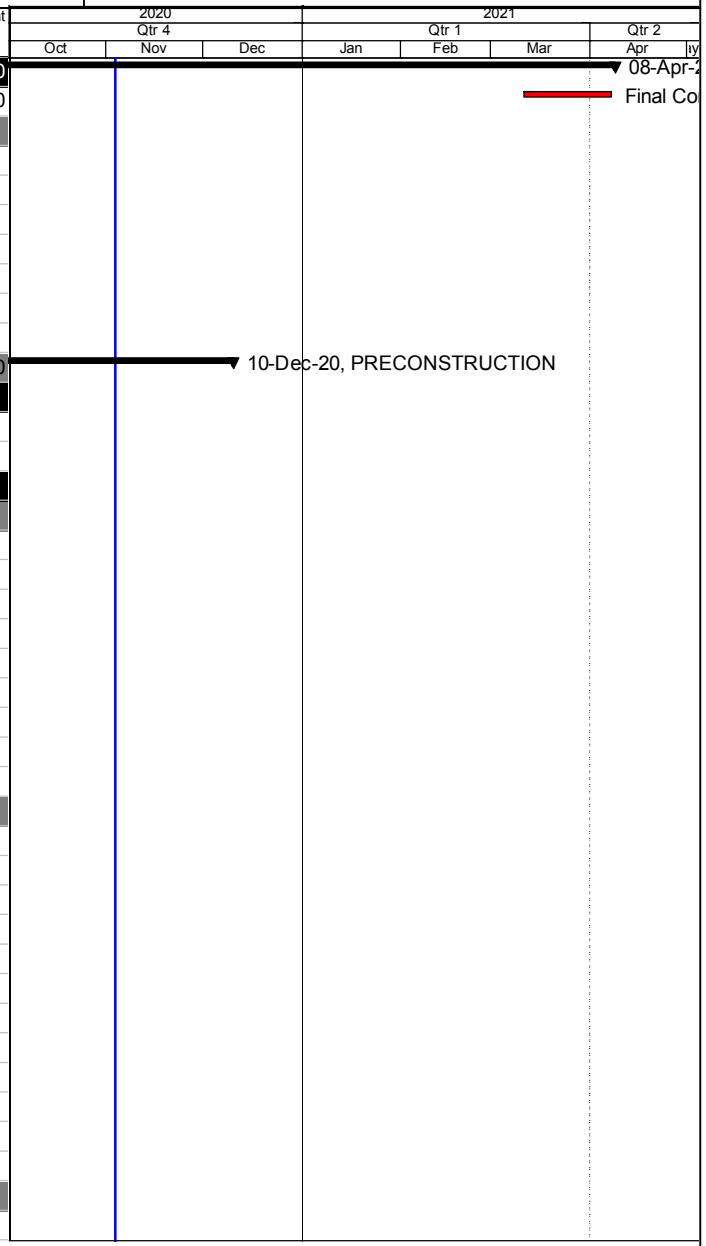
SAC - San Pedro Traffic Improvements
GMP Change Order to SAC Garage 3

San Antonio, Texas
GMP Change Order Summary **6/9/2020**
Revised: 7/1/2020
Revised: 7/9/2020

Prepared By:
Vaughn Construction

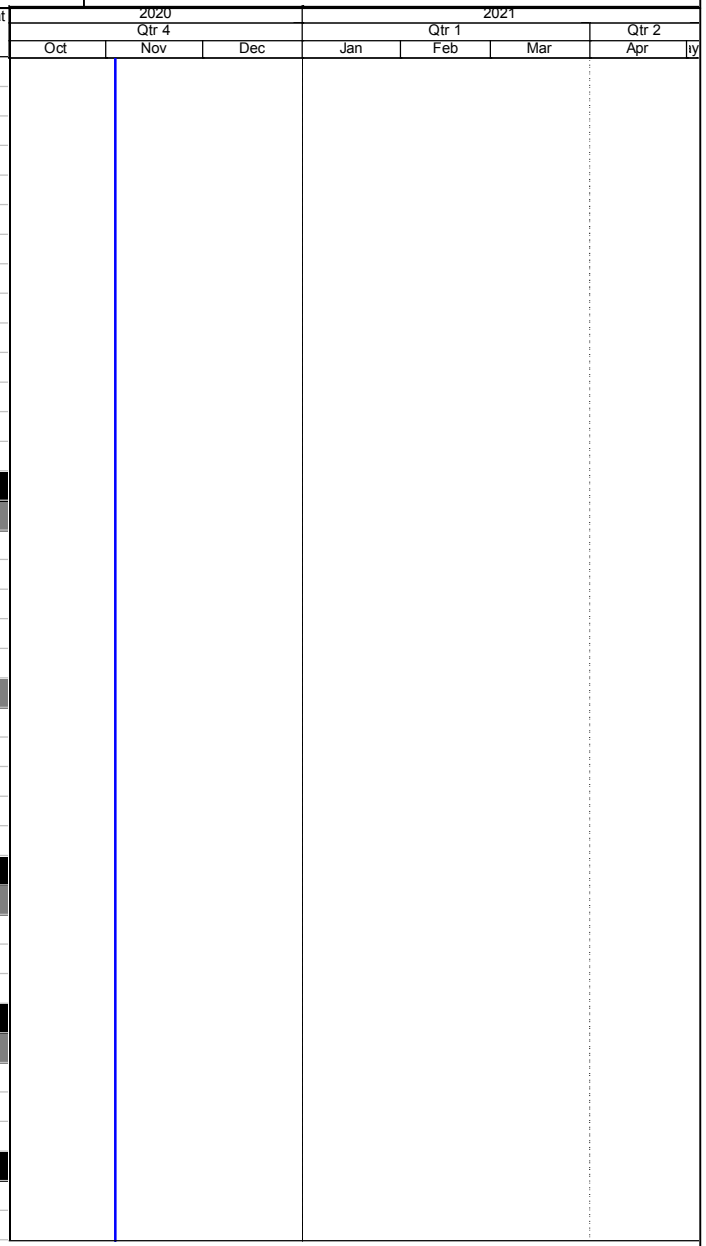
Total Cost of Work - See Attached Detail	$	1,892,503
General Conditions		$417,147
Owner Contingency		$160,000
CM Contingency		$179,376
Umbrella, GL, and Auto Insurance		Incl. in GCs
Builder's Risk Insurance		Incl. in GCs
Sales Tax		Exempt
GC Bond		Incl. in GCs
Sub Bonds		In Cost of Work
CM Fee		$94,946
TOTAL GMP Change Order	**$**	**2,743,973**

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
San Antonio College Garage 3		1204	21-Nov-17 A	08-Apr-21	0
A8880	Final Completion Activities	20	11-Mar-21	07-Apr-21	0
CMR Selection		113	21-Nov-17 A	17-Jan-19 A	
A7230	Alamo Colleges Receives RFP's	1	21-Nov-17 A	21-Nov-17 A	
A7240	ACCD Reviews Respondents Information/ Board Recommendation	15	22-Nov-17 A	11-Dec-18 A	
A7250	Board Approval	0		11-Dec-18 A	
A7260	ACCD Issues Letter of Intent	1	12-Dec-18 A	12-Dec-18 A	
A7280	Vaughn Executes CMR Agreement	3	10-Jan-19 A	15-Jan-19 A	
A7270	ACCD Issues CMR Agreement	2	11-Jan-19 A	11-Jan-19 A	
A7290	ACCD Executes CMR Agreement	3	15-Jan-19 A	17-Jan-19 A	
PRECONSTRUCTION		1204	14-Mar-18 A	10-Dec-20	0
Preconstruction Milestones		95	08-Feb-19 A	26-Jun-19 A	
A6860	Subcontractor Solicitation	0	08-Feb-19 A		
A6850	Alamo Colleges Issues NTP - Buyout	0		26-Jun-19 A	
Project Design		245	14-Mar-18 A	09-Jan-19 A	
Schematic Design		149	14-Mar-18 A	01-Aug-18 A	
A6610	Schematic Design Documentation	61	14-Mar-18 A	18-May-18 A	
A6630	Submit 100% SD's for Review	1	18-May-18 A	18-May-18 A	
A6670	Print and Distribute SD Docs	2	18-May-18 A	21-May-18 A	
A6640	Vaughn Prepares and Submits Prelim Budget - 100% SD's	20	21-May-18 A	14-Jun-18 A	
A6650	Owner Review of 100% SD's	5	21-May-18 A	14-Jun-18 A	
A6660	Vaughn Review of 100% SD's	20	21-May-18 A	14-Jun-18 A	
A6730	Schematic Design Documentation Value Engineering Submittal 02	18	18-Jun-18 A	13-Jul-18 A	
A6740	Vaughn Prepares and Submits Prelim Budget 100% SD's Submittal	6	16-Jul-18 A	23-Jul-18 A	
A7850	Owner Review and Approval of 100% SD's Submittal 02	6	24-Jul-18 A	01-Aug-18 A	
Design Development		52	01-Aug-18 A	12-Oct-18 A	
A6680	Design Development Documentation 50% DD's	11	01-Aug-18 A	16-Aug-18 A	
A6700	Submit 50% DD's for Review	0		16-Aug-18 A	
A6690	Print and Distribute 50% DD's	2	16-Aug-18 A	17-Aug-18 A	
A6720	Owner Review and Approval of 50% DD's	5	17-Aug-18 A	22-Aug-18 A	
A6710	Vaughn Constructability Review of 50% DD's	14	20-Aug-18 A	21-Sep-18 A	
A14590	Design Development Documentation 100% DD's	12	04-Sep-18 A	19-Sep-18 A	
A14550	Submit 100% DD's for Review	0		19-Sep-18 A	
A14560	Print and Distribute 100% DD's	2	20-Sep-18 A	21-Sep-18 A	
A14570	Owner Review and Approval of 100% DD's	5	24-Sep-18 A	05-Oct-18 A	
A14580	Vaughn Constructability Review of 100% DD's	14	24-Sep-18 A	12-Oct-18 A	
A6780	Vaughn Submission Preconstruction Review 50% DD's	0		05-Oct-18 A	
A14600	Vaughn Submission Preconstruction Review 100% DD's	0		12-Oct-18 A	
Construction Documents		50	05-Oct-18 A	09-Jan-19 A	
A6750	Construction Documents Development 50% CD's	13	05-Oct-18 A	23-Oct-18 A	



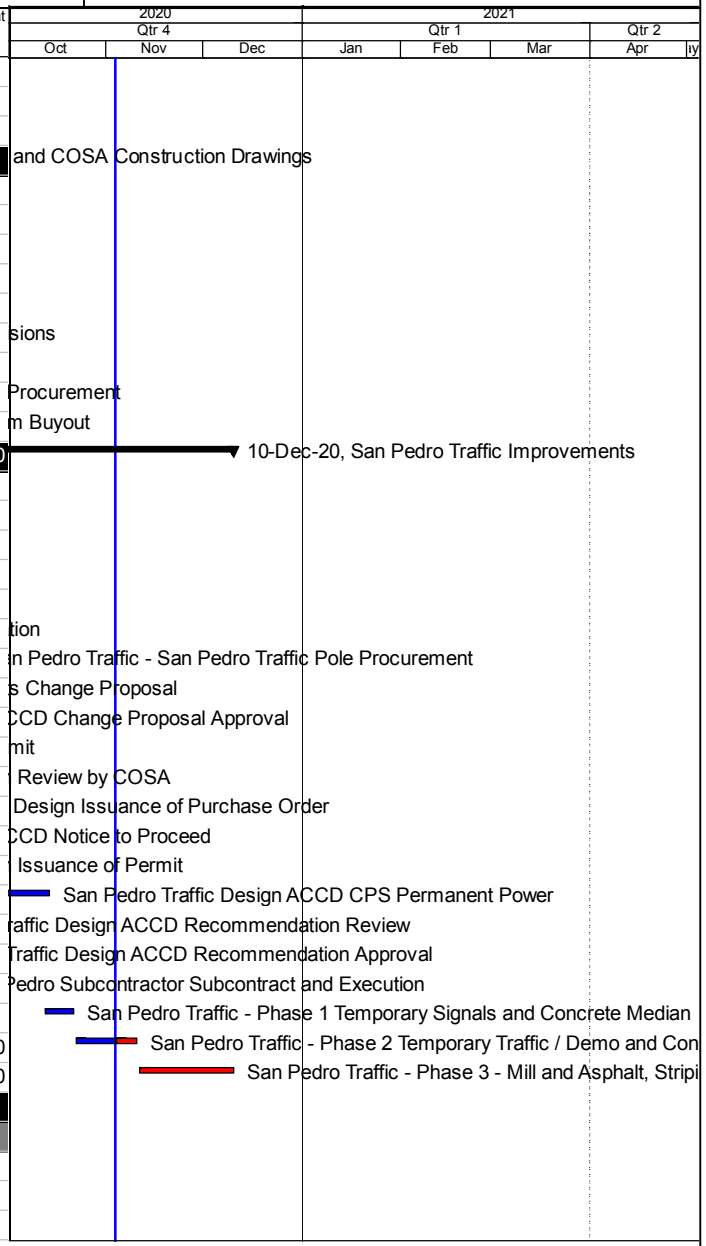
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A6760	Submit 50% CD's for Review	0		23-Oct-18 A	
A7300	Print and Distribute 50% CD's	2	24-Oct-18 A	25-Oct-18 A	
A7310	Vaughn Constructability Review of 50% CD's	5	24-Oct-18 A	30-Oct-18 A	
A16450	Construction Documents Development 95% CD's	21	24-Oct-18 A	21-Nov-18 A	
A7860	Vaughn Submission Preconstruction Review of 50% CD's	0		30-Oct-18 A	
A6910	Owner Review and Approval of 50% CD's	2	31-Oct-18 A	01-Nov-18 A	
A16460	Submit 95% CD's for Review	0		21-Nov-18 A	
A16470	Print and Distribute 95% CD's	1	26-Nov-18 A	26-Nov-18 A	
A16490	Owner Review and Approval of 95% CD's	3	26-Nov-18 A	28-Nov-18 A	
A16480	Vaughn Constructability Review of 95% CD's	7	27-Nov-18 A	05-Dec-18 A	
A16500	Vaughn Submission Preconstruction Review of 95% CD's	0		05-Dec-18 A	
A6770	Construction Documents Development 100% CD's	7	06-Dec-18 A	09-Jan-19 A	
A6790	Owner Review and Approval of 100% CD's	1	09-Jan-19 A	09-Jan-19 A	
A6870	Submit 100% CD's	0		09-Jan-19 A	
Guaranteed Maximum Price		130	24-Oct-18 A	23-May-19 A	
GMP Site		130	24-Oct-18 A	23-May-19 A	
A18120	Develop GMP (From 100% CD's)	15	24-Oct-18 A	09-Jan-19 A	
A18140	ACCD Review and Approves GMP - Site	3	05-Mar-19 A	07-Mar-19 A	
A18110	Alamo Colleges Approves GMP (from 100% CD's) - Site	0		06-Mar-19 A	
A18130	Vaughn Submits GMP - Site	0		06-Mar-19 A	
A18150	ACCD Issues Purchase Order - Site	3	07-Mar-19 A	23-May-19 A	
GMP Garage		127	24-Oct-18 A	23-May-19 A	
A1090	Develop GMP (From 100% CD's)	15	24-Oct-18 A	09-Jan-19 A	
A1100	Vaughn Submits GMP - Garage	0		05-Mar-19 A	
A1140	ACCD Review and Approves GMP - Garage	3	06-Mar-19 A	08-Mar-19 A	
A8110	ACCD Issues Purchase Order - Garage	3	08-Mar-19 A	23-May-19 A	
A10160	Alamo Colleges Approves GMP (from 100% CD's) - Garage	0		08-Mar-19 A	
Permitting		137	12-Feb-19 A	05-Jul-19 A	
Permitting		137	12-Feb-19 A	05-Jul-19 A	
A6990	Submit for Permitting	1	12-Feb-19 A	12-Feb-19 A	
A7000	Permit Review by COSA	15	12-Feb-19 A	05-Jul-19 A	
A7010	COSA Issues Permit	0	03-Jul-19 A	05-Jul-19 A	
Subcontractor Procurement		65	08-Feb-19 A	08-May-19 A	
Subcontractor Procurement		65	08-Feb-19 A	08-May-19 A	
A6800	Bid Process	9	08-Feb-19 A	28-Feb-19 A	
A6810	Pre-Proposal Meeting	0	14-Feb-19 A		
A6820	Proposal Deadline	0		28-Feb-19 A	
Subcontractor Procurement Buyout		17	01-Apr-19 A	08-May-19 A	
A6830	Vaughn Subcontractor Evaluation - Buyout	10	01-Apr-19 A	22-Apr-19 A	
A7320	Vaughn Recommends Best Value Subcontractors to ACCD - Buyo	2	22-Apr-19 A	06-May-19 A	



(c) Primavera Systems, Inc.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A6840	Recommendation Concurrence by Owner - Buyout	2	06-May-19 A	06-May-19 A	
A6940	Alamo Colleges Issues NTP for Subcontractors - Buyout	1	07-May-19 A	07-May-19 A	
A7180	Vaughn Issues LOI's for Subcontractors - Buyout	2	08-May-19 A	08-May-19 A	
Post Bid and COSA Construction Drawings		178	15-Jul-19 A	31-Jul-20 A	
A18330	Architect issuance of PR# 1 and PR# 2	5	15-Jul-19 A	15-Jul-19 A	
A18340	Review and Pricing PR# 1 and PR# 2 Subcontractors	5	15-Jul-19 A	30-Jul-19 A	
A18350	Owner Review and Approval PR# 1 and PR# 2	5	30-Jul-19 A	30-Jul-19 A	
A18610	Architect Issuance of CCD 1	5	09-Oct-19 A	09-Oct-19 A	
A19770	Architect Issuance of ASI# 13 - Grading Revisions	5	20-Apr-20 A	20-Apr-20 A	
A19780	Architect Issuance of PR# 17 - Storm Drain Revisions	5	18-May-20 A	18-May-20 A	
A19830	PR# 17 Submittals Review	10	26-May-20 A	26-May-20 A	
A19840	PR# 17 Storm Drain Procurement	45	27-May-20 A	31-Jul-20 A	
A20230	FAA# 34 Data and Telecomm Buyout	5	16-Jun-20 A	14-Jul-20 A	
San Pedro Traffic Improvements		624	10-Jul-19 A	10-Dec-20	0
A19270	San Pedro Traffic Design	30	10-Jul-19 A	06-Mar-20 A	
A19280	San Pedro Traffic Design Construction Drawings 100%	5	06-Mar-20 A	06-Mar-20 A	
A19320	San Pedro Traffic Design Issue for Bid	5	06-Mar-20 A	06-Mar-20 A	
A19330	San Pedro Traffic Design Return of Bid Proposals	10	24-Mar-20 A	24-Mar-20 A	
A19340	San Pedro Traffic Design Vaughn Evaluation	10	25-Mar-20 A	01-May-20 A	
A19350	San Pedro Traffic Design Vaughn Pre Recommendation	2	04-May-20 A	08-May-20 A	
A20330	San Pedro Traffic - San Pedro Traffic Pole Procurement	100	25-May-20 A	21-Sep-20 A	
A19390	San Pedro Traffic Design Vaughn Submits Change Proposal	5	08-Jun-20 A	08-Jun-20 A	
A19400	San Pedro Traffic Design ACCD Change Proposal Approval	5	08-Jun-20 A	14-Jul-20 A	
A19290	San Pedro Traffic Design Submit for Permit	10	10-Jun-20 A	10-Jun-20 A	
A19300	San Pedro Traffic Design Review by COSA	10	10-Jun-20 A	22-Jul-20 A	
A19260	San Pedro Traffic Design Issuance of Purchase Order	0	14-Jul-20 A	11-Aug-20 A	
A19380	San Pedro Traffic Design ACCD Notice to Proceed	0	14-Jul-20 A	14-Jul-20 A	
A19310	San Pedro Traffic Design Issuance of Permit	2	22-Jul-20 A	22-Jul-20 A	
A20350	San Pedro Traffic Design ACCD CPS Permanent Power	20	23-Jul-20 A	14-Oct-20 A	
A19360	San Pedro Traffic Design ACCD Recommendation Review	10	24-Aug-20 A	24-Aug-20 A	
A19370	San Pedro Traffic Design ACCD Recommendation Approval	10	24-Aug-20 A	27-Aug-20 A	
A20340	San Pedro Subcontractor Subcontract and Execution	10	27-Aug-20 A	13-Sep-20 A	
A20290	San Pedro Traffic - Phase 1 Temporary Signals and Concrete Medi	14	13-Oct-20 A	22-Oct-20 A	
A19410	San Pedro Traffic - Phase 2 Temporary Traffic / Demo and Concret	21	23-Oct-20 A	10-Nov-20	0
A20300	San Pedro Traffic - Phase 3 - Mill and Asphalt, Striping and Signage	20	11-Nov-20	10-Dec-20	0
Subcontracting and Insurance		21	09-May-19 A	07-Jun-19 A	
Subcontracting and Insurance Buyout Site		19	13-May-19 A	07-Jun-19 A	
A18160	Prepare Subcontracts - Buyout Site	5	13-May-19 A	17-May-19 A	
A18170	Review Subcontracts - Buyout Site	2	20-May-19 A	21-May-19 A	
A18180	Issue Subcontracts - Buyout Site	1	22-May-19 A	22-May-19 A	

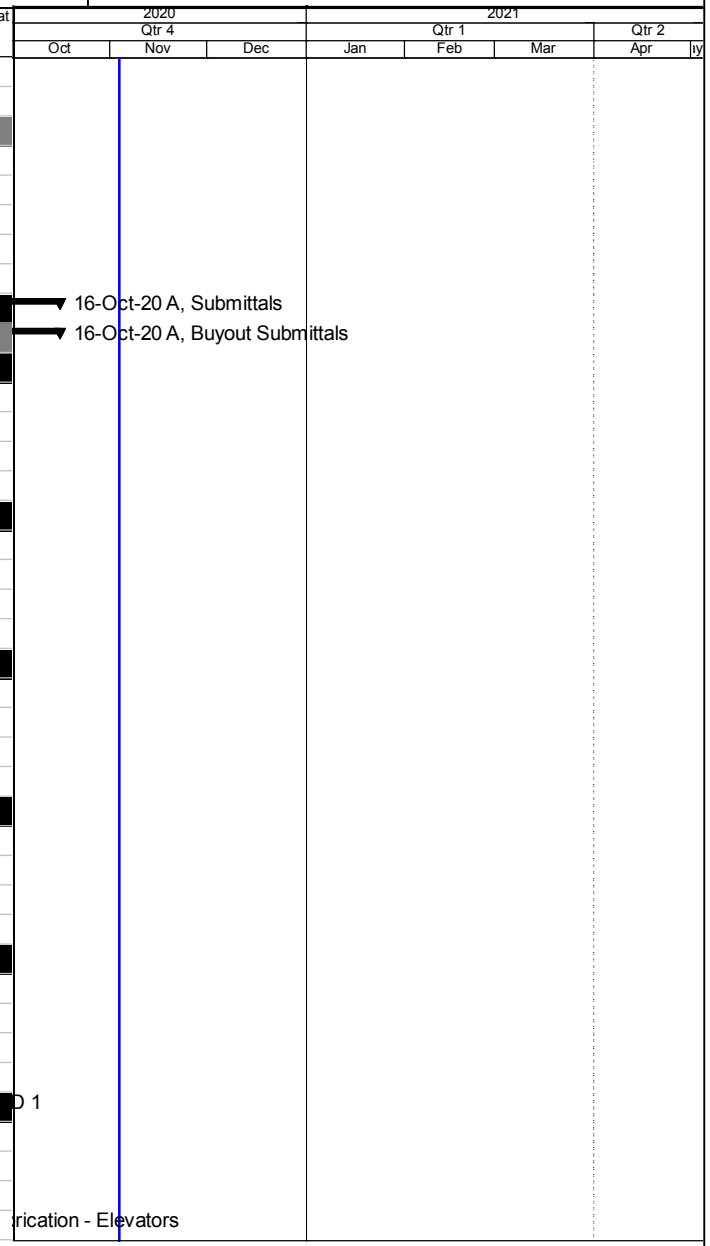


Actual Level of Effort
Actual Work
Normal Activity
Critical

TASK filter: All Activities

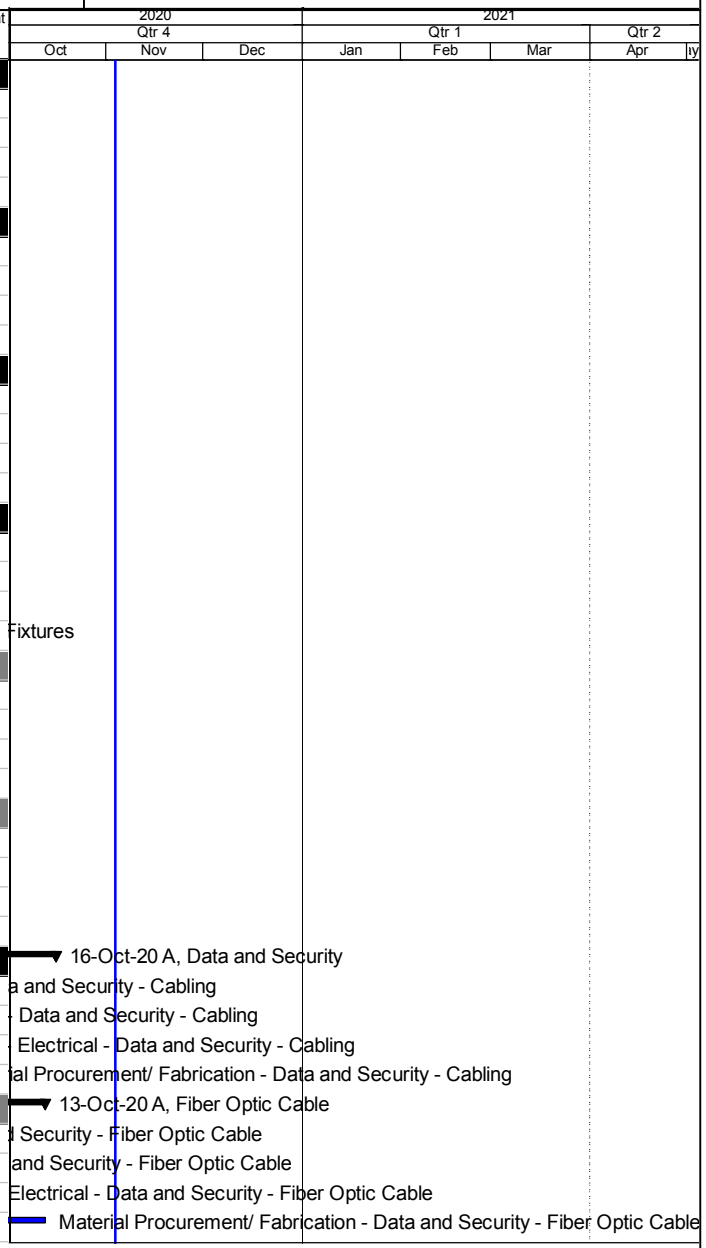
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A18190	Execute Subcontracts - Buyout Site	10	23-May-19 A	06-Jun-19 A	
A18200	Subcontractor Insurance Enrollment - Buyout Site	1	07-Jun-19 A	07-Jun-19 A	
Subcontracting and Insurance Buyout Garage		19	09-May-19 A	05-Jun-19 A	
A4070	Prepare Subcontracts - Buyout Garage	5	09-May-19 A	15-May-19 A	
A4080	Review Subcontracts - Buyout Garage	2	16-May-19 A	17-May-19 A	
A4090	Issue Subcontracts - Buyout Garage	1	20-May-19 A	20-May-19 A	
A4100	Execute Subcontracts - Buyout Garage	10	21-May-19 A	04-Jun-19 A	
A4110	Subcontractor Insurance Enrollment - Buyout Garage	1	05-Jun-19 A	05-Jun-19 A	
Submittals		406	14-Jan-19 A	16-Oct-20 A	
Buyout Submittals		406	14-Jan-19 A	16-Oct-20 A	
Reinforcing Steel Piers		36	26-Jun-19 A	27-Sep-19 A	
A9910	Submittal Prep - Reinforcing Steel Piers	10	26-Jun-19 A	17-Jul-19 A	
A9920	Vaughn Review - Reinforcing Steel Piers	2	17-Jul-19 A	19-Jul-19 A	
A9930	A/E Review - Reinforcing Steel Plers	10	19-Jul-19 A	29-Jul-19 A	
A9940	Material Procurement/ Fabrication - Reinforcing Steel Plers	5	29-Jul-19 A	27-Sep-19 A	
Reinforcing Steel Grade Beams		40	01-Jul-19 A	01-Oct-19 A	
A17090	Submittal Prep - Reinforcing Steel Grade Beams	10	01-Jul-19 A	24-Jul-19 A	
A17100	Vaughn Review - Reinforcing Steel Grade Beams	5	24-Jul-19 A	30-Jul-19 A	
A17110	A/E Review - Reinforcing Steel Grade Beams	10	30-Jul-19 A	12-Aug-19 A	
A17120	Material Procurement/ Fabrication - Reinforcing Steel Grade Beams	15	12-Aug-19 A	01-Oct-19 A	
Concrete		39	26-Jun-19 A	16-Oct-19 A	
A9950	Submittal Prep - Concrete	10	26-Jun-19 A	17-Jul-19 A	
A9960	Vaughn Review - Concrete	5	17-Jul-19 A	18-Jul-19 A	
A9970	A/E Review - Concrete	10	18-Jul-19 A	29-Jul-19 A	
A9980	Material Procurement - Concrete	5	29-Jul-19 A	16-Oct-19 A	
Utilities		83	08-May-19 A	10-Jul-19 A	
A7330	Submittal Prep - Utilties	10	08-May-19 A	05-Jun-19 A	
A7340	Vaughn Review - Utilties	5	10-Jun-19 A	14-Jun-19 A	
A7350	A/E Review - Utilties	10	14-Jun-19 A	24-Jun-19 A	
A7360	Material Procurement/ Fabrication - Utilties	15	24-Jun-19 A	10-Jul-19 A	
Elevators		126	26-Jun-19 A	11-Oct-19 A	
A7370	Submittal Prep - Elevators	15	26-Jun-19 A	31-Jul-19 A	
A7380	Vaughn Review - Elevators	5	31-Jul-19 A	12-Sep-19 A	
A7390	A/E Review - Elevators	10	12-Sep-19 A	01-Oct-19 A	
A7400	Material Procurement/ Fabrication - Elevators	45	01-Oct-19 A	11-Oct-19 A	
Elevators CCD 1		171	11-Oct-19 A	17-Jul-20 A	
A18620	Submittal Prep - Elevators	15	11-Oct-19 A	17-Jan-20 A	
A18630	Vaughn Review - Elevators	5	17-Jan-20 A	17-Jan-20 A	
A18640	A/E Review - Elevators	10	17-Jan-20 A	03-Feb-20 A	
A18650	Material Procurement/ Fabrication - Elevators	90	04-Feb-20 A	17-Jul-20 A	



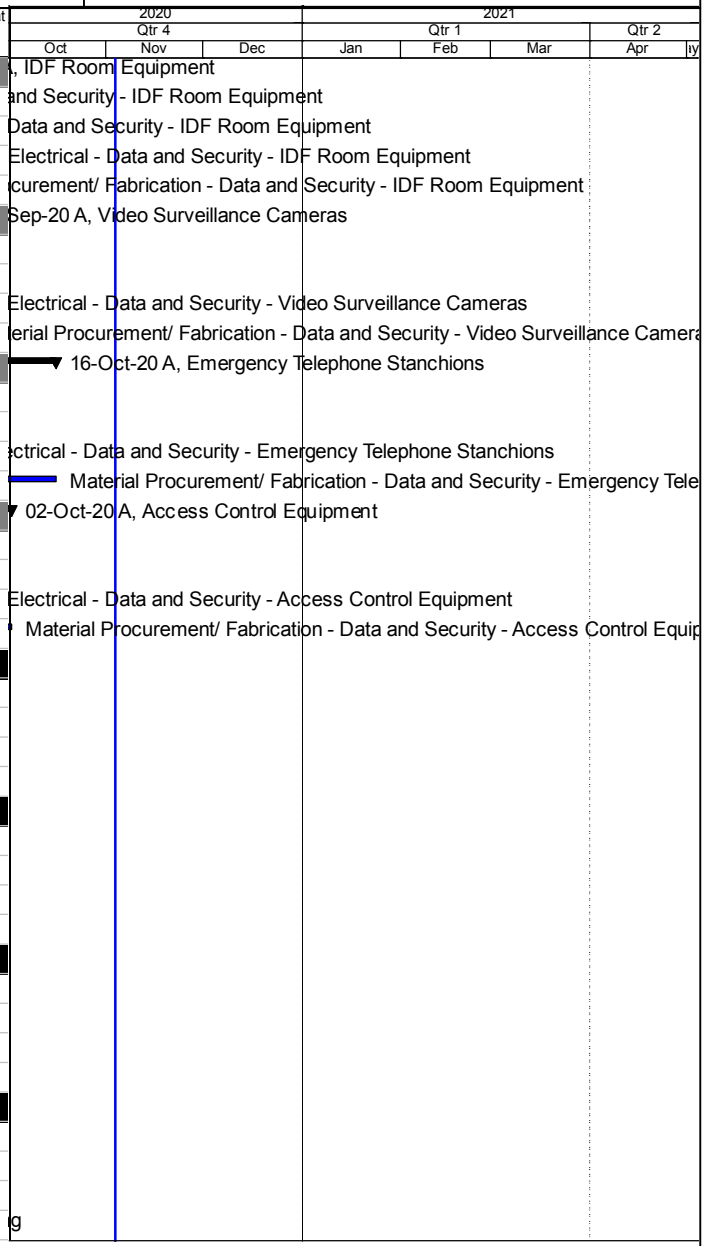
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Precast		156	14-Jan-19 A	11-Oct-19 A	
A3820	Submittal Prep - Precast Package	65	14-Jan-19 A	23-Jul-19 A	
A3830	Vaughn Review - Precast Package	5	23-Jul-19 A	24-Jul-19 A	
A3840	A/E Review - Precast Package	10	24-Jul-19 A	12-Aug-19 A	
A3850	Material Procurement/ Fabrication - Precast Package	60	12-Aug-19 A	11-Oct-19 A	
CCD 1 Pre-Cast Resubmittal		156	11-Oct-19 A	07-Apr-20 A	
A18570	Submittal Prep - Precast Package	65	11-Oct-19 A	24-Oct-19 A	
A18580	Vaughn Review - Precast Package	5	24-Oct-19 A	08-Nov-19 A	
A18590	A/E Review - Precast Package	10	08-Nov-19 A	04-Dec-19 A	
A18600	Material Procurement/ Fabrication - Precast Package	60	05-Dec-19 A	07-Apr-20 A	
Mechanical		74	26-Jun-19 A	16-Sep-19 A	
A7490	Submittal Prep - Mechanical	10	26-Jun-19 A	17-Jul-19 A	
A7500	Vaughn Review - Mechanical	10	17-Jul-19 A	19-Jul-19 A	
A7510	A/E Review - Mechanical	10	19-Jul-19 A	22-Jul-19 A	
A7820	Material Procurement/ Fabrication - Mini-Split	35	22-Jul-19 A	16-Sep-19 A	
Electrical		121	26-Jun-19 A	05-Jun-20 A	
A7410	Submittal Prep - Electrical - Light Fixtures	10	26-Jun-19 A	30-Jul-19 A	
A7420	Vaughn Review - Electrical - Light Fixtures	10	30-Jul-19 A	01-Aug-19 A	
A7430	A/E Review - Electrical - Light Fixtures	10	01-Aug-19 A	15-Aug-19 A	
A7830	Material Procurement/ Fabrication - Light Fixtures	35	15-Aug-19 A	05-Jun-20 A	
Switchgear		121	30-Jul-19 A	29-Apr-20 A	
A18290	Submittal Prep - Switchgear	10	30-Jul-19 A	06-Aug-19 A	
A18300	Vaughn Review - Switchgear	10	06-Aug-19 A	13-Aug-19 A	
A18310	A/E Review - Switchgear	10	13-Aug-19 A	19-Sep-19 A	
A18320	Material Procurement/ Fabrication - Switchgear	35	19-Sep-19 A	29-Apr-20 A	
Transformer		121	12-Aug-19 A	01-May-20 A	
A18480	Submittal Prep - Transformer	10	12-Aug-19 A	27-Aug-19 A	
A18490	Vaughn Review - Transformer	10	27-Aug-19 A	09-Sep-19 A	
A18500	A/E Review - Transformer	10	09-Sep-19 A	26-Sep-19 A	
A18510	Material Procurement/ Fabrication - Transformer	35	26-Sep-19 A	01-May-20 A	
Data and Security		344	01-Jul-19 A	16-Oct-20 A	
A20030	Submittal Prep - Data and Security - Cabling	10	17-Jul-19 A	03-Aug-20 A	
A20040	Vaughn Review - Data and Security - Cabling	10	04-Aug-20 A	14-Aug-20 A	
A20050	A/E Review - Electrical - Data and Security - Cabling	10	17-Aug-20 A	24-Aug-20 A	
A20060	Material Procurement/ Fabrication - Data and Security - Cabling	10	24-Aug-20 A	11-Sep-20 A	
Fiber Optic Cable		344	17-Jul-20 A	13-Oct-20 A	
A20070	Submittal Prep - Data and Security - Fiber Optic Cable	10	17-Jul-20 A	21-Jul-20 A	
A20080	Vaughn Review - Data and Security - Fiber Optic Cable	5	22-Jul-20 A	28-Jul-20 A	
A20090	A/E Review - Electrical - Data and Security - Fiber Optic Cable	6	29-Jul-20 A	21-Aug-20 A	
A20100	Material Procurement/ Fabrication - Data and Security - Fiber Optic	40	24-Aug-20 A	13-Oct-20 A	



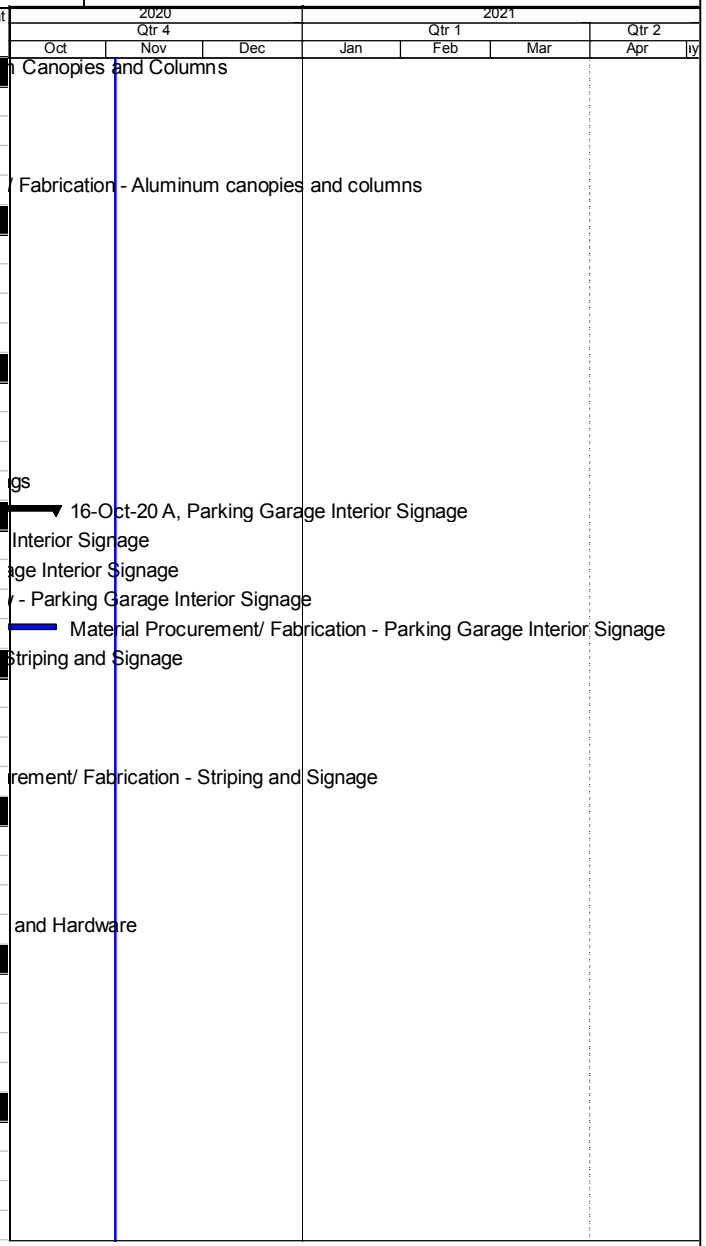
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
IDF Room Equipment		333	17-Jul-19 A	26-Aug-20 A	
A20240	Submittal Prep - Data and Security - IDF Room Equipment	10	17-Jul-19 A	28-Jul-20 A	
A20250	Vaughn Review - Data and Security - IDF Room Equipment	10	29-Jul-20 A	10-Aug-20 A	
A20260	A/E Review - Electrical - Data and Security - IDF Room Equipment	10	11-Aug-20 A	21-Aug-20 A	
A20270	Material Procurement/ Fabrication - Data and Security - IDF Room	20	24-Aug-20 A	26-Aug-20 A	
Video Surveillance Cameras		323	01-Jul-19 A	18-Sep-20 A	
A20110	Submittal Prep - Data and Security - Video Surveillance Cameras	10	01-Jul-19 A	03-Jul-19 A	
A20120	Vaughn Review - Data and Security - Video Surveillance Cameras	10	08-Jul-19 A	10-Jul-19 A	
A20130	A/E Review - Electrical - Data and Security - Video Surveillance Ca	10	10-Jul-19 A	20-Aug-20 A	
A20140	Material Procurement/ Fabrication - Data and Security - Video Surv	30	24-Aug-20 A	18-Sep-20 A	
Emergency Telephone Stanchions		341	15-Jul-19 A	16-Oct-20 A	
A20150	Submittal Prep - Data and Security - Emergency Telephone Stanchi	10	15-Jul-19 A	17-Jul-19 A	
A20160	Vaughn Review - Data and Security - Emergency Telephone Stanch	10	18-Jul-19 A	22-Jul-19 A	
A20170	A/E Review - Electrical - Data and Security - Emergency Telephone	10	22-Jul-19 A	14-Aug-20 A	
A20180	Material Procurement/ Fabrication - Data and Security - Emergency	50	17-Aug-20 A	16-Oct-20 A	
Access Control Equipment		323	01-Jul-19 A	02-Oct-20 A	
A20190	Submittal Prep - Data and Security - Access Control Equipment	10	01-Jul-19 A	03-Jul-19 A	
A20200	Vaughn Review - Data and Security - Access Control Equipment	10	08-Jul-19 A	10-Jul-19 A	
A20210	A/E Review - Electrical - Data and Security - Access Control Equipr	10	10-Jul-20 A	20-Aug-20 A	
A20220	Material Procurement/ Fabrication - Data and Security - Access Co	30	24-Aug-20 A	02-Oct-20 A	
Plumbing		126	09-Sep-19 A	05-Nov-19 A	
A7450	Submittal Prep - Plumbing	10	09-Sep-19 A	10-Sep-19 A	
A7460	Vaughn Review - Plumbing	10	12-Sep-19 A	13-Sep-19 A	
A7470	A/E Review - Plumbing	10	13-Sep-19 A	17-Sep-19 A	
A7480	Material Procurement/ Fabrication - Plumbing Fixtures	35	17-Sep-19 A	05-Nov-19 A	
Fire Suppression		73	15-Jan-20 A	05-May-20 A	
A7530	Submittal Prep - Fire Suppression	10	15-Jan-20 A	07-Apr-20 A	
A7540	Vaughn Review - Fire Suppression	5	07-Apr-20 A	20-Apr-20 A	
A7550	A/E Review - Fire Suppression	10	20-Apr-20 A	29-Apr-20 A	
A7560	Material Procurement/ Fabrication - Fire Suppression	10	29-Apr-20 A	05-May-20 A	
Sealants		127	02-Oct-19 A	21-Nov-19 A	
A18980	Submittal Prep - Sealants	15	02-Oct-19 A	22-Oct-19 A	
A18990	Vaughn Review - Sealants	5	22-Oct-19 A	24-Oct-19 A	
A19000	A/E Review - Sealants	10	24-Oct-19 A	07-Nov-19 A	
A19010	Material Procurement/ Fabrication - Sealants	45	07-Nov-19 A	21-Nov-19 A	
Glazing		91	10-Sep-19 A	05-Jun-20 A	
A16650	Submittal Prep - Glazing	15	10-Sep-19 A	16-Sep-19 A	
A16660	Vaughn Review - Glazing	5	16-Sep-19 A	26-Sep-19 A	
A16670	A/E Review - Glazing	10	26-Sep-19 A	27-Sep-19 A	
A16680	Material Procurement/ Fabrication - Glazing	45	27-Sep-19 A	05-Jun-20 A	



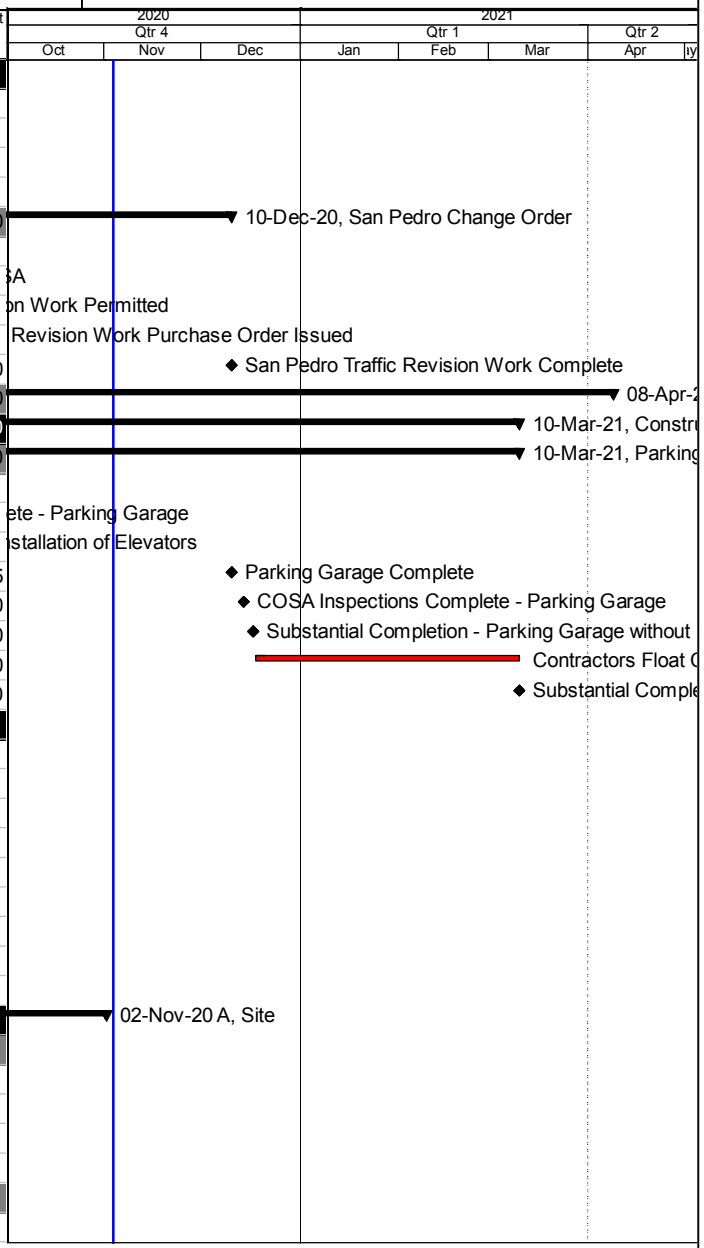
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Aluminum Canopies and Columns		107	15-Jan-20 A	30-Jul-20 A	
A16690	Submittal Prep - Aluminum canopies and columns	15	15-Jan-20 A	12-Mar-20 A	
A16700	Vaughn Review - Aluminum canopies and columns	5	12-Mar-20 A	26-Mar-20 A	
A16710	A/E Review - Aluminum canopies and columns	10	26-Mar-20 A	03-Apr-20 A	
A16720	Material Procurement/ Fabrication - Aluminum canopies and colum	45	03-Apr-20 A	30-Jul-20 A	
Termite Control		59	14-Feb-20 A	24-Mar-20 A	
A18660	Submittal Prep - Termite Control	15	14-Feb-20 A	03-Mar-20 A	
A18670	Vaughn Review - Termite Control	5	05-Mar-20 A	06-Mar-20 A	
A18680	A/E Review - Terminte Control	10	09-Mar-20 A	11-Mar-20 A	
A18690	Material Procurement/ Fabrication - Termite Control	10	12-Mar-20 A	24-Mar-20 A	
Handrail and Railings		61	14-Feb-20 A	01-May-20 A	
A18700	Submittal Prep - Handrail and Railings	15	14-Feb-20 A	09-Mar-20 A	
A18710	Vaughn Review - Handrail and Railings	5	09-Mar-20 A	23-Mar-20 A	
A18720	A/E Review - Handrail and Railings	10	23-Mar-20 A	24-Mar-20 A	
A18730	Material Procurement/ Fabrication - Handrail and Railings	25	25-Mar-20 A	01-May-20 A	
Parking Garage Interior Signage		66	10-Jun-20 A	16-Oct-20 A	
A18740	Submittal Prep - Parking Garage Interior Signage	15	10-Jun-20 A	30-Jun-20 A	
A18750	Vaughn Review - Parking Garage Interior Signage	5	30-Jun-20 A	07-Jul-20 A	
A18760	A/E Review - Parking Garage Interior Signage	10	07-Jul-20 A	28-Aug-20 A	
A18770	Material Procurement/ Fabrication - Parking Garage Interior Signag	15	31-Aug-20 A	16-Oct-20 A	
Striping and Signage		110	14-Feb-20 A	19-Aug-20 A	
A18780	Submittal Prep - Striping and Signage	15	14-Feb-20 A	21-May-20 A	
A18790	Vaughn Review - Striping and Signage	5	21-May-20 A	05-Jun-20 A	
A18800	A/E Review - Striping and Signage	10	05-Jun-20 A	09-Jun-20 A	
A18810	Material Procurement/ Fabrication - Striping and Signage	20	09-Jun-20 A	19-Aug-20 A	
Doors and Hardware		79	16-Dec-19 A	05-Jun-20 A	
A18820	Submittal Prep - Doors and Hardware	15	16-Dec-19 A	20-Dec-19 A	
A18830	Vaughn Review - Doors and Hardware	5	20-Dec-19 A	30-Dec-19 A	
A18840	A/E Review - Doors and Hardware	10	03-Jan-20 A	29-Jan-20 A	
A18850	Material Procurement/ Fabrication - Doors and Hardware	30	30-Jan-20 A	05-Jun-20 A	
Specialties		69	14-Feb-20 A	24-Apr-20 A	
A18860	Submittal Prep - Specialties	15	14-Feb-20 A	24-Feb-20 A	
A18870	Vaughn Review - Specialties	5	24-Feb-20 A	27-Feb-20 A	
A18880	A/E Review - Specialties	10	27-Feb-20 A	27-Feb-20 A	
A18890	Material Procurement/ Fabrication - Specialties	20	27-Feb-20 A	24-Apr-20 A	
Masonry		73	14-Feb-20 A	22-May-20 A	
A18900	Submittal Prep - Masonry	15	14-Feb-20 A	27-Apr-20 A	
A18910	Vaughn Review - Masonry	5	27-Apr-20 A	05-May-20 A	
A18920	A/E Review - Masonry	10	05-May-20 A	18-May-20 A	
A18930	Material Procurement/ Fabrication - Masonry	0	18-May-20 A	22-May-20 A	



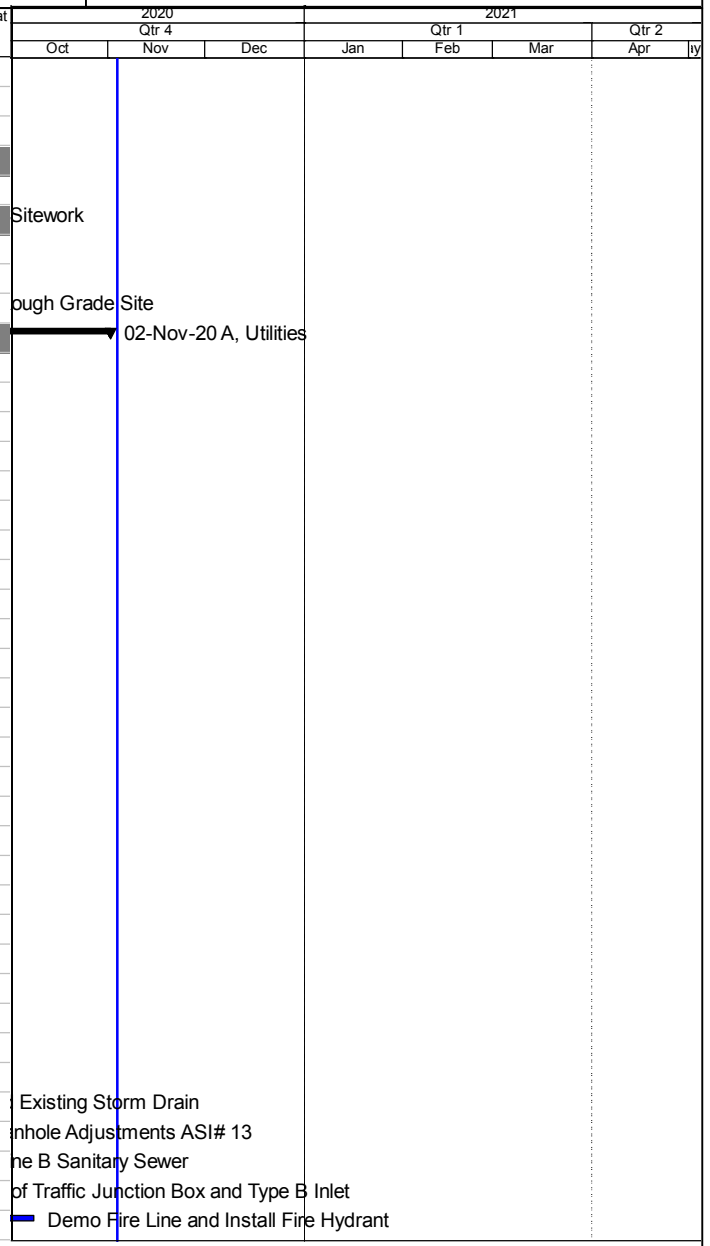
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Roofing		54	14-Feb-20 A	30-Apr-20 A	
A18940	Submittal Prep - Roofing	15	14-Feb-20 A	09-Mar-20 A	
A18950	Vaughn Review - Roofing	5	09-Mar-20 A	12-Mar-20 A	
A18960	A/E Review - Roofing	10	12-Mar-20 A	23-Mar-20 A	
A18970	Material Procurement/ Fabrication - Roofing	25	23-Mar-20 A	30-Apr-20 A	
San Pedro Change Order		205	06-Mar-20 A	10-Dec-20	0
A18430	San Pedro Traffic Revision Work Design Complete	0		06-Mar-20 A	
A18440	San Pedro Traffic Revision Work Proposal Submitted to COSA	0		15-Apr-20 A	
A18470	San Pedro Traffic Revision Work Permitted	0		22-Jul-20 A	
A18450	San Pedro Traffic Revision Work Purchase Order Issued	0		11-Aug-20 A	
A18460	San Pedro Traffic Revision Work Complete	0		10-Dec-20	0
CONSTRUCTION		542	19-Feb-19 A	08-Apr-21	0
Construction Milestones		172	11-Jun-20 A	10-Mar-21	20
Parking Garage		172	11-Jun-20 A	10-Mar-21	20
A13010	Precast Erection Complete	0		11-Jun-20 A	
A2270	Slab on Grade Complete - Parking Garage	0		30-Jul-20 A	
A2260	Installation of Elevators	0		24-Sep-20 A	
A19860	Parking Garage Complete	0		10-Dec-20	5
A2280	COSA Inspections Complete - Parking Garage	0		14-Dec-20	0
A2290	Substantial Completion - Parking Garage without Float	0		17-Dec-20	0
A2300	Contractors Float Contingency	56	18-Dec-20	10-Mar-21	0
A17860	Substantial Completion - Parking Garage	0		10-Mar-21	20
Mobilization/ Site Capture		59	19-Feb-19 A	10-May-19 A	
A7060	Capture Site and Establish Site Controls	2	19-Feb-19 A	20-Feb-19 A	
A7050	Mobilize - Trailer Area Capture	3	21-Feb-19 A	25-Feb-19 A	
A7150	Mobilize - Install SWPPP Measures	7	21-Feb-19 A	01-Mar-19 A	
A7070	Mobilize - Trailer Deliver/ Install	3	26-Feb-19 A	28-Feb-19 A	
A7080	Mobilize - Power to Trailer	6	01-Mar-19 A	30-Apr-19 A	
A7090	Mobilize - Water to Trailer	6	11-Mar-19 A	18-Mar-19 A	
A7100	Mobilize - Internet to Trailer	5	19-Mar-19 A	29-Apr-19 A	
A7110	Mobilize - Sanitary to Trailer	6	30-Apr-19 A	07-May-19 A	
A7120	Mobilize - Vaughn Moves into Trailer	3	08-May-19 A	10-May-19 A	
Site		405	02-May-19 A	02-Nov-20 A	
Archeaological Exploration		50	02-May-19 A	25-Jun-19 A	
A8060	Notification for Archeaological Exploration	5	02-May-19 A	20-May-19 A	
A8070	Archeaological Exploration	5	20-May-19 A	24-May-19 A	
A8080	Submission of Archeaological Exploration Report	5	24-May-19 A	10-Jun-19 A	
A8090	Approval of Archeaological Exploration	5	10-Jun-19 A	25-Jun-19 A	
Removals		20	03-Jul-19 A	12-Aug-19 A	
A7930	Electrical Cut, Cap, Make Safe	3	03-Jul-19 A	08-Jul-19 A	



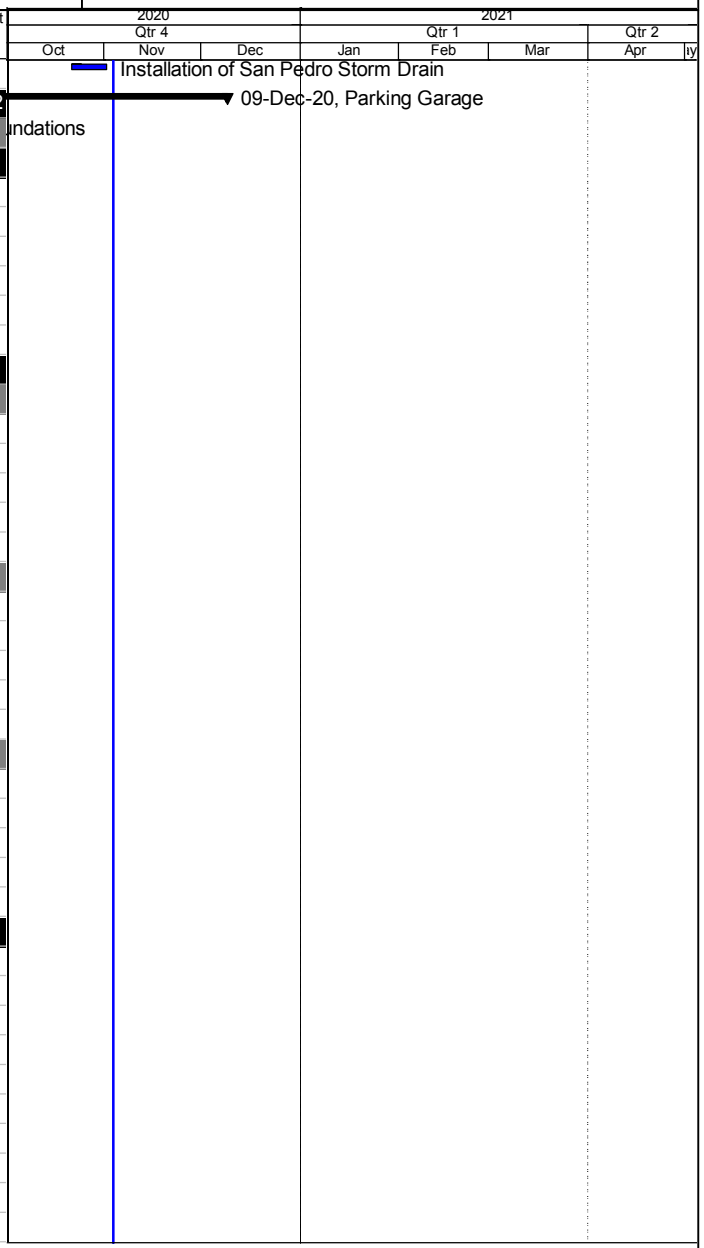
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A7950	Demolish Pavement	10	10-Jul-19 A	12-Aug-19 A	
A7960	Demolish Curbs/ Sidewalks	3	10-Jul-19 A	12-Aug-19 A	
A7940	Demolish Trees/ Bushs	3	10-Jul-19 A	12-Aug-19 A	
SAWS Permit		5	10-Jul-19 A	20-Aug-19 A	
A18400	SAWS Permit Approval	5	10-Jul-19 A	20-Aug-19 A	
Sitework		231	05-Aug-19 A	21-Aug-20 A	
A7160	Earthwork - Cut	10	05-Aug-19 A	18-Sep-19 A	
A7170	Earthwork - Fill	8	20-Sep-19 A	07-Oct-19 A	
A7870	Earthwork - Rough Grade Site	3	17-Aug-20 A	21-Aug-20 A	
Utilities		351	16-Jul-19 A	02-Nov-20 A	
A7980	Excavate Underground SE Sanitary Sewer	3	16-Jul-19 A	30-Jul-19 A	
A8000	Install Underground SE Sanitary Sewer	4	30-Jul-19 A	23-Aug-19 A	
A18210	Excavate Underground 12" Water Line	3	31-Jul-19 A	15-Aug-19 A	
A18220	Install Underground 12" Water Line	4	15-Aug-19 A	11-Sep-19 A	
A18410	Existing Domestic Water Cap	5	20-Aug-19 A	29-Aug-19 A	
A8020	Inspect Underground SE Sanitary Sewer	2	26-Aug-19 A	26-Aug-19 A	
A8040	Backfill Underground SE Sanitary Sewer	2	27-Aug-19 A	27-Aug-19 A	
A18420	Abatement of Existing water line ACM (by Owner)	5	29-Aug-19 A	11-Sep-19 A	
A18250	Excavate Underground 10" Water Line	4	05-Sep-19 A	09-Sep-19 A	
A18260	Install Underground 10" Water Line	3	09-Sep-19 A	22-Oct-19 A	
A16620	Demolish Underground Existing Sanitary Sewer	5	11-Sep-19 A	11-Sep-19 A	
A16780	Demolish Underground Existing Water Line	5	11-Sep-19 A	11-Sep-19 A	
A13150	Install Underground Storm Drain Garage Building Pad	7	28-Sep-19 A	29-Sep-19 A	
A13180	Excavate Underground Storm Drain Garage Pad	5	28-Sep-19 A	28-Sep-19 A	
A13160	Inspect Underground Storm Drain Garage Building Pad	2	29-Sep-19 A	29-Sep-19 A	
A13170	Backfill Underground Storm Drain Garage Building Pad	4	29-Sep-19 A	30-Sep-19 A	
A18230	Inspect Undergrorund 12" Water Line	2	30-Sep-19 A	30-Sep-19 A	
A18240	Backfill Underground 12" Water Line	2	30-Sep-19 A	12-Oct-19 A	
A18270	Inspect Undergrorund 10" Water Line	1	12-Nov-19 A	12-Nov-19 A	
A18280	Backfill Underground 10" Water Line	2	13-Nov-19 A	14-Nov-19 A	
A7990	Excavate Underground Electrical	5	02-Dec-19 A	06-Dec-19 A	
A8010	Install Underground Electrical	10	06-Dec-19 A	19-Dec-19 A	
A8030	Inspect Underground Electrical	2	20-Dec-19 A	23-Dec-19 A	
A8050	Backfill Underground Electrical	2	26-Dec-19 A	27-Dec-19 A	
A16640	Demolish Underground Existing Electrical	2	26-Dec-19 A	27-Dec-19 A	
A16630	Demolish Underground Existing Storm Drain	4	20-Jul-20 A	27-Jul-20 A	
A19790	Existing Storm Drain Manhole Adjustments ASI# 13	5	20-Jul-20 A	24-Jul-20 A	
A19800	Line B Sanitary Sewer	5	28-Jul-20 A	23-Sep-20 A	
A16850	Installation of Traffic Junction Box and Type B Inlet	20	10-Aug-20 A	28-Aug-20 A	
A20380	Demo Fire Line and Install Fire Hydrant	14	28-Sep-20 A	09-Oct-20 A	



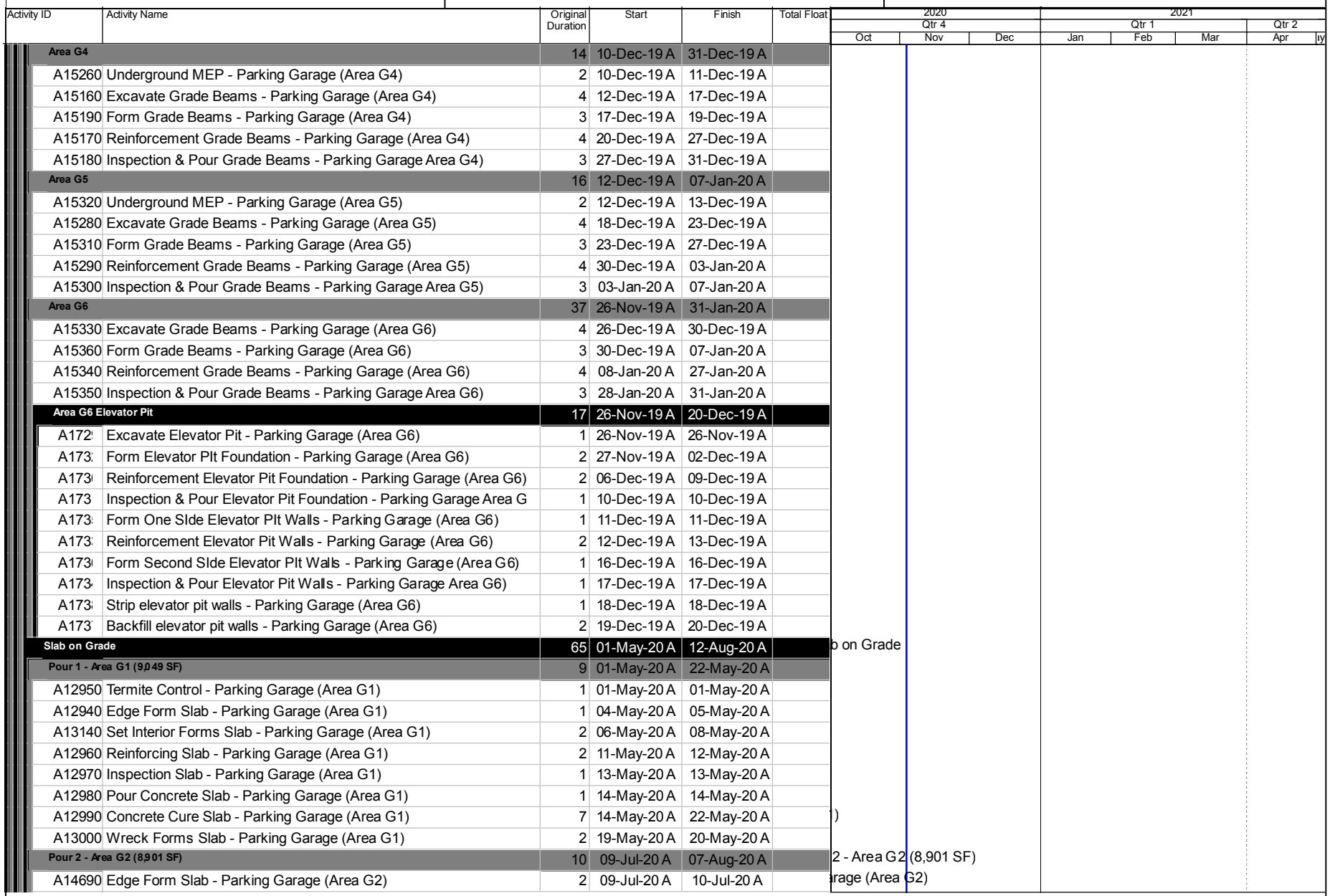
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A20370	Installation of San Pedro Storm Drain	20	22-Oct-20 A	02-Nov-20 A	
Parking Garage		291	16-Oct-19 A	09-Dec-20	82
Foundations		209	16-Oct-19 A	12-Aug-20 A	
Drilled Piers (94 piers)		26	16-Oct-19 A	20-Nov-19 A	
A17130	Drill Piers - Area G1 (31)	5	16-Oct-19 A	22-Oct-19 A	
A17150	Drill Piers - Area G2 (14)	2	23-Oct-19 A	24-Oct-19 A	
A17140	Drill Piers - Area G3 (12)	2	25-Oct-19 A	28-Oct-19 A	
A7190	Drill Piers - Area G4 (15)	2	29-Oct-19 A	13-Nov-19 A	
A17160	Drill Piers - Area G5 (9)	2	14-Nov-19 A	15-Nov-19 A	
A17170	Drill Piers - Area G6 (10)	3	18-Nov-19 A	20-Nov-19 A	
Grade Beams		61	11-Nov-19 A	31-Jan-20 A	
Area G1		25	11-Nov-19 A	27-Nov-19 A	
A7200	Excavate Grade Beams - Parking Garage (Area G1)	4	11-Nov-19 A	15-Nov-19 A	
A13020	Underground MEP - Parking Garage (Area G1)	2	12-Nov-19 A	13-Nov-19 A	
A8140	Form Grade Beams - Parking Garage (Area G1)	3	14-Nov-19 A	18-Nov-19 A	
A7210	Reinforcement Grade Beams - Parking Garage (Area G1)	4	19-Nov-19 A	22-Nov-19 A	
A7220	Inspection & Pour Grade Beams - Parking Garage (Area G1)	3	22-Nov-19 A	27-Nov-19 A	
Area G2		15	18-Nov-19 A	06-Dec-19 A	
A14610	Excavate Grade Beams - Parking Garage (Area G2)	4	18-Nov-19 A	22-Nov-19 A	
A14640	Form Grade Beams - Parking Garage (Area G2)	3	22-Nov-19 A	25-Nov-19 A	
A14620	Reinforcement Grade Beams - Parking Garage (Area G2)	4	25-Nov-19 A	04-Dec-19 A	
A14750	Underground MEP - Parking Garage (Area G2)	2	26-Nov-19 A	27-Nov-19 A	
A14630	Inspection & Pour Grade Beams - Parking Garage (Area G2)	3	04-Dec-19 A	06-Dec-19 A	
Area G3		16	11-Nov-19 A	16-Dec-19 A	
A14650	Excavate Grade Beams - Parking Garage (Area G3)	4	18-Nov-19 A	22-Nov-19 A	
A14680	Form Grade Beams - Parking Garage (Area G3)	3	25-Nov-19 A	27-Nov-19 A	
A14660	Reinforcement Grade Beams - Parking Garage (Area G3)	4	02-Dec-19 A	06-Dec-19 A	
A14830	Underground MEP - Parking Garage (Area G3)	2	06-Dec-19 A	09-Dec-19 A	
A14670	Inspection & Pour Grade Beams - Parking Garage Area G3)	3	12-Dec-19 A	16-Dec-19 A	
Area G3 Elevator Pit		11	11-Nov-19 A	10-Dec-19 A	
A172	Excavate Elevator Pit - Parking Garage (Area G1)	1	11-Nov-19 A	14-Nov-19 A	
A172	Form Elevator Plt Foundation - Parking Garage (Area G1)	2	14-Nov-19 A	15-Nov-19 A	
A171	Reinforcement Elevator Pit Foundation - Parking Garage (Area G1)	2	15-Nov-19 A	18-Nov-19 A	
A171	Inspection & Pour Elevator Pit Foundation - Parking Garage Area G	1	18-Nov-19 A	19-Nov-19 A	
A172	Form One SIde Elevator Plt Walls - Parking Garage (Area G1)	1	20-Nov-19 A	21-Nov-19 A	
A172	Reinforcement Elevator Pit Walls - Parking Garage (Area G1)	1	21-Nov-19 A	22-Nov-19 A	
A172	Form Second SIde Elevator Plt Walls - Parking Garage (Area G1)	1	25-Nov-19 A	25-Nov-19 A	
A172	Inspection & Pour Elevator Pit Walls - Parking Garage Area G1)	1	26-Nov-19 A	27-Nov-19 A	
A172	Strip elevator pit walls	1	02-Dec-19 A	06-Dec-19 A	
A172	Backfill elevator pit walls	2	09-Dec-19 A	10-Dec-19 A	



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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Area G4		14	10-Dec-19 A	31-Dec-19 A	
A15260	Underground MEP - Parking Garage (Area G4)	2	10-Dec-19 A	11-Dec-19 A	
A15160	Excavate Grade Beams - Parking Garage (Area G4)	4	12-Dec-19 A	17-Dec-19 A	
A15190	Form Grade Beams - Parking Garage (Area G4)	3	17-Dec-19 A	19-Dec-19 A	
A15170	Reinforcement Grade Beams - Parking Garage (Area G4)	4	20-Dec-19 A	27-Dec-19 A	
A15180	Inspection & Pour Grade Beams - Parking Garage Area G4)	3	27-Dec-19 A	31-Dec-19 A	
Area G5		16	12-Dec-19 A	07-Jan-20 A	
A15320	Underground MEP - Parking Garage (Area G5)	2	12-Dec-19 A	13-Dec-19 A	
A15280	Excavate Grade Beams - Parking Garage (Area G5)	4	18-Dec-19 A	23-Dec-19 A	
A15310	Form Grade Beams - Parking Garage (Area G5)	3	23-Dec-19 A	27-Dec-19 A	
A15290	Reinforcement Grade Beams - Parking Garage (Area G5)	4	30-Dec-19 A	03-Jan-20 A	
A15300	Inspection & Pour Grade Beams - Parking Garage Area G5)	3	03-Jan-20 A	07-Jan-20 A	
Area G6		37	26-Nov-19 A	31-Jan-20 A	
A15330	Excavate Grade Beams - Parking Garage (Area G6)	4	26-Dec-19 A	30-Dec-19 A	
A15360	Form Grade Beams - Parking Garage (Area G6)	3	30-Dec-19 A	07-Jan-20 A	
A15340	Reinforcement Grade Beams - Parking Garage (Area G6)	4	08-Jan-20 A	27-Jan-20 A	
A15350	Inspection & Pour Grade Beams - Parking Garage Area G6)	3	28-Jan-20 A	31-Jan-20 A	
Area G6 Elevator Pit		17	26-Nov-19 A	20-Dec-19 A	
A172	Excavate Elevator Pit - Parking Garage (Area G6)	1	26-Nov-19 A	26-Nov-19 A	
A173	Form Elevator Plt Foundation - Parking Garage (Area G6)	2	27-Nov-19 A	02-Dec-19 A	
A173	Reinforcement Elevator Pit Foundation - Parking Garage (Area G6)	2	06-Dec-19 A	09-Dec-19 A	
A173	Inspection & Pour Elevator Pit Foundation - Parking Garage Area G	1	10-Dec-19 A	10-Dec-19 A	
A173	Form One SIde Elevator Plt Walls - Parking Garage (Area G6)	1	11-Dec-19 A	11-Dec-19 A	
A173	Reinforcement Elevator Pit Walls - Parking Garage (Area G6)	2	12-Dec-19 A	13-Dec-19 A	
A173	Form Second SIde Elevator Plt Walls - Parking Garage (Area G6)	1	16-Dec-19 A	16-Dec-19 A	
A173	Inspection & Pour Elevator Pit Walls - Parking Garage Area G6)	1	17-Dec-19 A	17-Dec-19 A	
A173	Strip elevator pit walls - Parking Garage (Area G6)	1	18-Dec-19 A	18-Dec-19 A	
A173	Backfill elevator pit walls - Parking Garage (Area G6)	2	19-Dec-19 A	20-Dec-19 A	
Slab on Grade		65	01-May-20 A	12-Aug-20 A	
Pour 1 - Area G1 (9,049 SF)		9	01-May-20 A	22-May-20 A	
A12950	Termite Control - Parking Garage (Area G1)	1	01-May-20 A	01-May-20 A	
A12940	Edge Form Slab - Parking Garage (Area G1)	1	04-May-20 A	05-May-20 A	
A13140	Set Interior Forms Slab - Parking Garage (Area G1)	2	06-May-20 A	08-May-20 A	
A12960	Reinforcing Slab - Parking Garage (Area G1)	2	11-May-20 A	12-May-20 A	
A12970	Inspection Slab - Parking Garage (Area G1)	1	13-May-20 A	13-May-20 A	
A12980	Pour Concrete Slab - Parking Garage (Area G1)	1	14-May-20 A	14-May-20 A	
A12990	Concrete Cure Slab - Parking Garage (Area G1)	7	14-May-20 A	22-May-20 A	
A13000	Wreck Forms Slab - Parking Garage (Area G1)	2	19-May-20 A	20-May-20 A	
Pour 2 - Area G2 (8,901 SF)		10	09-Jul-20 A	07-Aug-20 A	
A14690	Edge Form Slab - Parking Garage (Area G2)	2	09-Jul-20 A	10-Jul-20 A	



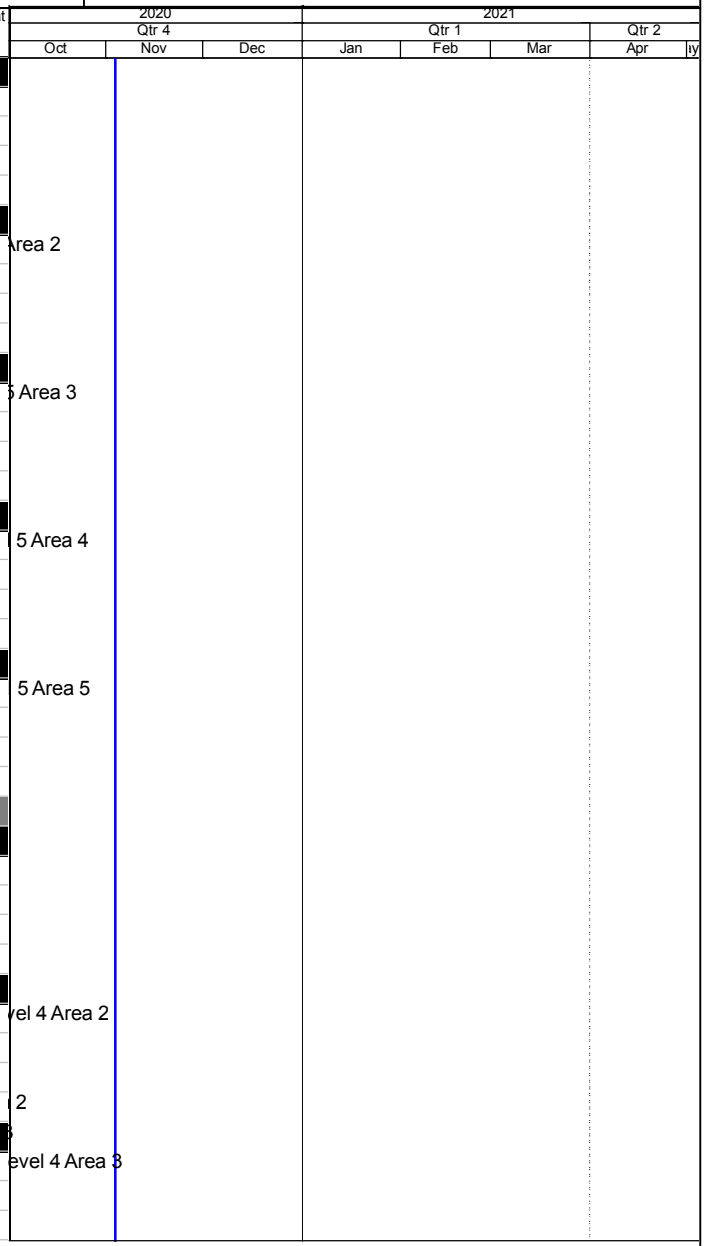
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A14760	Set Interior Forms Slab - Parking Garage (Area G2)	3	13-Jul-20 A	15-Jul-20 A	
A14700	Reinforcing Slab - Parking Garage (Area G2)	5	16-Jul-20 A	20-Jul-20 A	
A14710	Inspection Slab - Parking Garage (Area G2)	1	22-Jul-20 A	22-Jul-20 A	
A14720	Pour Concrete Slab - Parking Garage (Area G2)	1	23-Jul-20 A	23-Jul-20 A	
A14730	Concrete Cure Slab - Parking Garage (Area G2)	7	24-Jul-20 A	07-Aug-20 A	
A14740	Wreck Forms Slab - Parking Garage (Area G2)	2	30-Jul-20 A	31-Jul-20 A	
Pour 3 - Area G3 (8,874 SF)		14	10-Jul-20 A	10-Aug-20 A	
A14770	Edge Form Slab - Parking Garage (Area G3)	2	10-Jul-20 A	14-Jul-20 A	
A14840	Set Interior Forms Slab - Parking Garage (Area G3)	3	14-Jul-20 A	16-Jul-20 A	
A14780	Reinforcing Slab - Parking Garage (Area G3)	5	17-Jul-20 A	27-Jul-20 A	
A14790	Inspection Slab - Parking Garage (Area G3)	0	27-Jul-20 A	30-Jul-20 A	
A14800	Pour Concrete Slab - Parking Garage (Area G3)	1	30-Jul-20 A	31-Jul-20 A	
A14810	Concrete Cure Slab - Parking Garage (Area G3)	7	31-Jul-20 A	10-Aug-20 A	
A14820	Wreck Forms Slab - Parking Garage (Area G3)	2	05-Aug-20 A	06-Aug-20 A	
Pour 4 - Area G4 (8,793 SF)		11	10-Jul-20 A	10-Aug-20 A	
A15200	Edge Form Slab - Parking Garage (Area G4)	2	10-Jul-20 A	15-Jul-20 A	
A15270	Set Interior Forms Slab - Parking Garage (Area G4)	3	15-Jul-20 A	20-Jul-20 A	
A15210	Reinforcing Slab - Parking Garage (Area G4)	5	21-Jul-20 A	28-Jul-20 A	
A15220	Inspection Slab - Parking Garage (Area G4)	1	29-Jul-20 A	29-Jul-20 A	
A15230	Pour Concrete Slab - Parking Garage (Area G4)	0	30-Jul-20 A	30-Jul-20 A	
A15240	Concrete Cure Slab - Parking Garage (Area G4)	7	31-Jul-20 A	10-Aug-20 A	
A15250	Wreck Forms Slab - Parking Garage (Area G4)	2	07-Aug-20 A	10-Aug-20 A	
Pour 5 - Area G5 (9,091 SF)		28	06-Jul-20 A	12-Aug-20 A	
A15380	Edge Form Slab - Parking Garage (Area G5)	2	06-Jul-20 A	07-Jul-20 A	
A15440	Set Interior Forms Slab - Parking Garage (Area G5)	2	08-Jul-20 A	09-Jul-20 A	
A15390	Reinforcing Slab - Parking Garage (Area G5)	2	10-Jul-20 A	13-Jul-20 A	
A15400	Inspection Slab - Parking Garage (Area G5)	1	13-Jul-20 A	13-Jul-20 A	
A15410	Pour Concrete Slab - Parking Garage (Area G5)	1	14-Jul-20 A	14-Jul-20 A	
A15420	Concrete Cure Slab - Parking Garage (Area G5)	7	14-Jul-20 A	07-Aug-20 A	
A15430	Wreck Forms Slab - Parking Garage (Area G5)	2	11-Aug-20 A	12-Aug-20 A	
Structure		78	06-Apr-20 A	23-Jul-20 A	
Precast Erection		53	06-Apr-20 A	11-Jun-20 A	
A12220	Precast Erection SW Complete G1	10	06-Apr-20 A	27-Apr-20 A	
A15090	Precast Erection NW Complete G2	9	20-Apr-20 A	30-Apr-20 A	
A15100	Precast Erection NE Complete G3	9	01-May-20 A	11-May-20 A	
A15110	Precast Erection SE Complete G4	9	12-May-20 A	18-May-20 A	
A17390	Precast Erection NE Complete G5	9	18-May-20 A	01-Jun-20 A	
A17400	Precast Erection SE Complete G6	9	02-Jun-20 A	11-Jun-20 A	
Topping Slab		51	14-May-20 A	23-Jul-20 A	
Level 5		50	14-May-20 A	25-Jun-20 A	

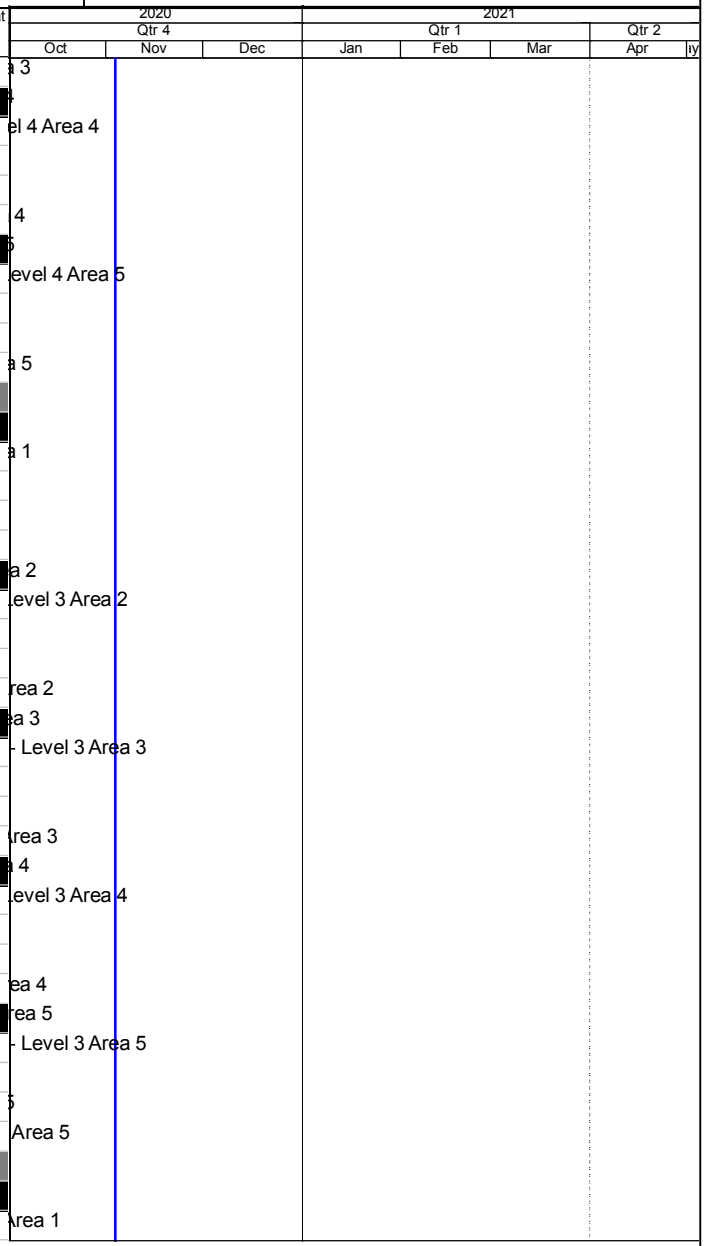


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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Pour Level 5 Area 1		9	14-May-20 A	05-Jun-20 A	
A123	MEP Concrete Slab Rough-In - Level 5 Area 1	1	14-May-20 A	14-May-20 A	
A123	Form Edges - Level 5 Area 1	2	14-May-20 A	15-May-20 A	
A123	Install Mesh - Level 5 Area 1	2	18-May-20 A	19-May-20 A	
A123	Pour Topping Slab - Level 5 Area 1	1	05-Jun-20 A	05-Jun-20 A	
Pour Level 5 Area 2		2	08-Jun-20 A	17-Jun-20 A	
A159	MEP Concrete Slab Rough-In - Level 5 Area 2	1	08-Jun-20 A	10-Jun-20 A	
A159	Form Edges - Level 5 Area 2	1	10-Jun-20 A	12-Jun-20 A	
A159	Install Mesh - Level 5 Area 2	1	15-Jun-20 A	16-Jun-20 A	
A160	Pour Topping Slab - Level 5 Area 2	2	17-Jun-20 A	17-Jun-20 A	
Pour Level 5 Area 3		6	12-Jun-20 A	19-Jun-20 A	
A160	MEP Concrete Slab Rough-In - Level 5 Area 3	1	12-Jun-20 A	15-Jun-20 A	
A160	Form Edges - Level 5 Area 3	1	16-Jun-20 A	17-Jun-20 A	
A160	Install Mesh - Level 5 Area 3	1	18-Jun-20 A	18-Jun-20 A	
A160	Pour Topping Slab - Level 5 Area 3	1	19-Jun-20 A	19-Jun-20 A	
Pour Level 5 Area 4		5	16-Jun-20 A	23-Jun-20 A	
A160	MEP Concrete Slab Rough-In - Level 5 Area 4	1	16-Jun-20 A	18-Jun-20 A	
A160	Form Edges - Level 5 Area 4	1	19-Jun-20 A	19-Jun-20 A	
A160	Install Mesh - Level 5 Area 4	1	22-Jun-20 A	22-Jun-20 A	
A160	Pour Topping Slab - Level 5 Area 4	5	23-Jun-20 A	23-Jun-20 A	
Pour Level 5 Area 5		21	19-Jun-20 A	25-Jun-20 A	
A174	MEP Concrete Slab Rough-In - Level 5 Area 5	1	19-Jun-20 A	19-Jun-20 A	
A175	Form Edges - Level 5 Area 5	2	22-Jun-20 A	23-Jun-20 A	
A175	Install Mesh - Level 5 Area 5	1	24-Jun-20 A	25-Jun-20 A	
A175	Pour Topping Slab - Level 5 Area 5	0	25-Jun-20 A	25-Jun-20 A	
Level 4		30	15-May-20 A	03-Jul-20 A	
Pour Level 4 Area 1		12	15-May-20 A	10-Jun-20 A	
A160	MEP Concrete Slab Rough-In - Level 4 Area 1	1	15-May-20 A	15-May-20 A	
A161	Form Edges - Level 4 Area 1	2	18-May-20 A	19-May-20 A	
A161	Install Mesh - Level 4 Area 1	2	20-May-20 A	21-May-20 A	
A161	Pour Topping Slab - Level 4 Area 1	1	10-Jun-20 A	10-Jun-20 A	
Pour Level 4 Area 2		3	25-Jun-20 A	01-Jul-20 A	
A123	MEP Concrete Slab Rough-In - Level 4 Area 2	1	25-Jun-20 A	25-Jun-20 A	
A123	Form Edges - Level 4 Area 2	1	26-Jun-20 A	29-Jun-20 A	
A123	Install Mesh - Level 4 Area 2	2	30-Jun-20 A	30-Jun-20 A	
A123	Pour Topping Slab - Level 4 Area 2	0	01-Jul-20 A	01-Jul-20 A	
Pour Level 4 Area 3		2	26-Jun-20 A	02-Jul-20 A	
A161	MEP Concrete Slab Rough-In - Level 4 Area 3	1	26-Jun-20 A	29-Jun-20 A	
A161	Form Edges - Level 4 Area 3	1	30-Jun-20 A	30-Jun-20 A	
A161	Install Mesh - Level 4 Area 3	1	01-Jul-20 A	01-Jul-20 A	

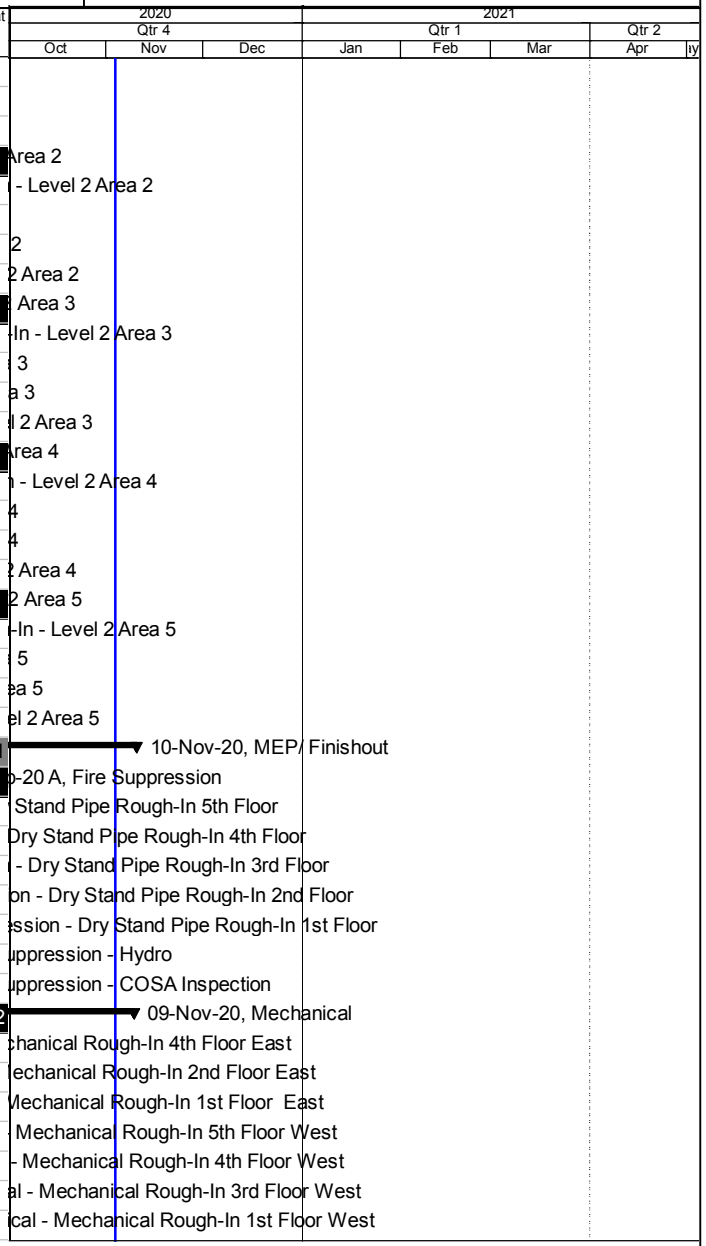


Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A161	Pour Topping Slab - Level 4 Area 3	0	02-Jul-20 A	02-Jul-20 A	
Pour Level 4 Area 4		5	22-Jun-20 A	30-Jun-20 A	
A161	MEP Concrete Slab Rough-In - Level 4 Area 4	1	22-Jun-20 A	22-Jun-20 A	
A161	Form Edges - Level 4 Area 4	2	23-Jun-20 A	24-Jun-20 A	
A161	Install Mesh - Level 4 Area 4	2	25-Jun-20 A	25-Jun-20 A	
A162	Pour Topping Slab - Level 4 Area 4	1	30-Jun-20 A	30-Jun-20 A	
Pour Level 4 Area 5		4	29-Jun-20 A	03-Jul-20 A	
A175	MEP Concrete Slab Rough-In - Level 4 Area 5	1	29-Jun-20 A	30-Jun-20 A	
A175	Form Edges - Level 4 Area 5	1	01-Jul-20 A	01-Jul-20 A	
A175	Install Mesh - Level 4 Area 5	2	02-Jul-20 A	02-Jul-20 A	
A176	Pour Topping Slab - Level 4 Area 5	0	03-Jul-20 A	03-Jul-20 A	
Level 3		25	01-Jun-20 A	14-Jul-20 A	
Pour Level 3 Area 1		5	01-Jun-20 A	12-Jun-20 A	
A123	MEP Concrete Slab Rough-In - Level 3 Area 1	1	01-Jun-20 A	01-Jun-20 A	
A123	Form Edges - Level 3 Area 1	2	02-Jun-20 A	04-Jun-20 A	
A124	Install Mesh - Level 3 Area 1	2	05-Jun-20 A	05-Jun-20 A	
A124	Pour Topping Slab - Level 3 Area 1	3	12-Jun-20 A	12-Jun-20 A	
Pour Level 3 Area 2		4	01-Jul-20 A	09-Jul-20 A	
A162	MEP Concrete Slab Rough-In - Level 3 Area 2	1	01-Jul-20 A	01-Jul-20 A	
A162	Form Edges - Level 3 Area 2	2	02-Jul-20 A	06-Jul-20 A	
A162	Install Mesh - Level 3 Area 2	1	07-Jul-20 A	08-Jul-20 A	
A162	Pour Topping Slab - Level 3 Area 2	1	09-Jul-20 A	09-Jul-20 A	
Pour Level 3 Area 3		5	03-Jul-20 A	10-Jul-20 A	
A162	MEP Concrete Slab Rough-In - Level 3 Area 3	1	03-Jul-20 A	06-Jul-20 A	
A162	Form Edges - Level 3 Area 3	2	06-Jul-20 A	08-Jul-20 A	
A162	Install Mesh - Level 3 Area 3	3	08-Jul-20 A	09-Jul-20 A	
A162	Pour Topping Slab - Level 3 Area 3	1	10-Jul-20 A	10-Jul-20 A	
Pour Level 3 Area 4		4	30-Jun-20 A	07-Jul-20 A	
A162	MEP Concrete Slab Rough-In - Level 3 Area 4	1	30-Jun-20 A	01-Jul-20 A	
A163	Form Edges - Level 3 Area 4	2	02-Jul-20 A	03-Jul-20 A	
A163	Install Mesh - Level 3 Area 4	1	06-Jul-20 A	06-Jul-20 A	
A163	Pour Topping Slab - Level 3 Area 4	1	07-Jul-20 A	07-Jul-20 A	
Pour Level 3 Area 5		6	06-Jul-20 A	14-Jul-20 A	
A176	MEP Concrete Slab Rough-In - Level 3 Area 5	1	06-Jul-20 A	06-Jul-20 A	
A176	Form Edges - Level 3 Area 5	2	09-Jul-20 A	10-Jul-20 A	
A176	Install Mesh - Level 3 Area 5	1	13-Jul-20 A	13-Jul-20 A	
A176	Pour Topping Slab - Level 3 Area 5	1	14-Jul-20 A	14-Jul-20 A	
Level 2		33	08-Jun-20 A	23-Jul-20 A	
Pour Level 2 Area 1		11	08-Jun-20 A	16-Jun-20 A	
A124	MEP Concrete Slab Rough-In - Level 2 Area 1	1	08-Jun-20 A	10-Jun-20 A	



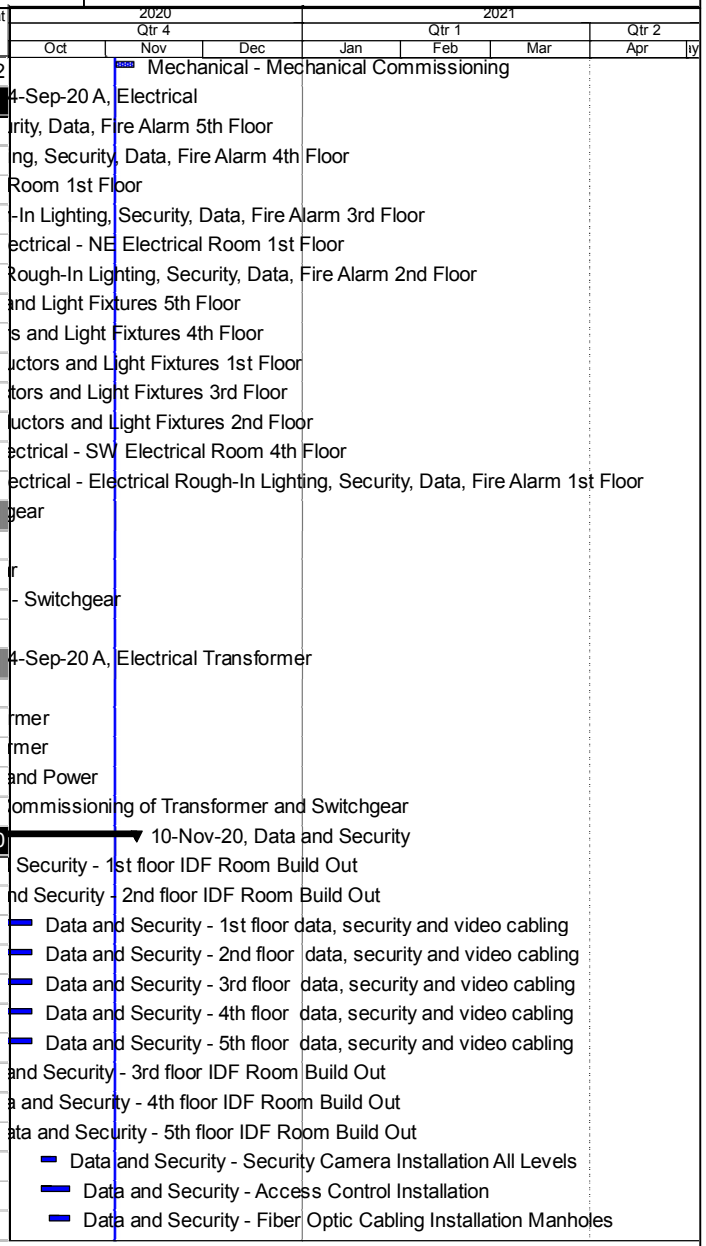
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A124	Form Edges - Level 2 Area 1	2	11-Jun-20 A	12-Jun-20 A	
A124	Install Mesh - Level 2 Area 1	2	15-Jun-20 A	15-Jun-20 A	
A124	Pour Topping Slab - Level 2 Area 1	0	16-Jun-20 A	16-Jun-20 A	
Pour Level 2 Area 2		7	08-Jul-20 A	17-Jul-20 A	
A163	MEP Concrete Slab Rough-In - Level 2 Area 2	1	08-Jul-20 A	08-Jul-20 A	
A163	Form Edges - Level 2 Area 2	2	09-Jul-20 A	10-Jul-20 A	
A163	Install Mesh - Level 2 Area 2	2	10-Jul-20 A	16-Jul-20 A	
A163	Pour Topping Slab - Level 2 Area 2	1	17-Jul-20 A	17-Jul-20 A	
Pour Level 2 Area 3		7	14-Jul-20 A	21-Jul-20 A	
A163	MEP Concrete Slab Rough-In - Level 2 Area 3	1	14-Jul-20 A	14-Jul-20 A	
A163	Form Edges - Level 2 Area 3	2	15-Jul-20 A	17-Jul-20 A	
A163	Install Mesh - Level 2 Area 3	4	17-Jul-20 A	20-Jul-20 A	
A164	Pour Topping Slab - Level 2 Area 3	1	21-Jul-20 A	21-Jul-20 A	
Pour Level 2 Area 4		3	10-Jul-20 A	16-Jul-20 A	
A164	MEP Concrete Slab Rough-In - Level 2 Area 4	1	10-Jul-20 A	10-Jul-20 A	
A164	Form Edges - Level 2 Area 4	2	13-Jul-20 A	14-Jul-20 A	
A164	Install Mesh - Level 2 Area 4	2	15-Jul-20 A	15-Jul-20 A	
A164	Pour Topping Slab - Level 2 Area 4	1	16-Jul-20 A	16-Jul-20 A	
Pour Level 2 Area 5		8	15-Jul-20 A	23-Jul-20 A	
A177	MEP Concrete Slab Rough-In - Level 2 Area 5	1	15-Jul-20 A	15-Jul-20 A	
A177	Form Edges - Level 2 Area 5	2	16-Jul-20 A	17-Jul-20 A	
A177	Install Mesh - Level 2 Area 5	2	20-Jul-20 A	22-Jul-20 A	
A177	Pour Topping Slab - Level 2 Area 5	1	23-Jul-20 A	23-Jul-20 A	
MEP/ Finishout		134	22-Apr-20 A	10-Nov-20	101
Fire Suppression		33	21-Jul-20 A	10-Sep-20 A	
A16860	Fire Suppression - Dry Stand Pipe Rough-In 5th Floor	5	21-Jul-20 A	28-Jul-20 A	
A16870	Fire Suppression - Dry Stand Pipe Rough-In 4th Floor	5	29-Jul-20 A	05-Aug-20 A	
A16880	Fire Suppression - Dry Stand Pipe Rough-In 3rd Floor	5	06-Aug-20 A	12-Aug-20 A	
A16890	Fire Suppression - Dry Stand Pipe Rough-In 2nd Floor	5	13-Aug-20 A	19-Aug-20 A	
A16830	Fire Suppression - Dry Stand Pipe Rough-In 1st Floor	5	20-Aug-20 A	28-Aug-20 A	
A16900	Fire Suppression - Hydro	3	09-Sep-20 A	10-Sep-20 A	
A16960	Fire Suppression - COSA Inspection	1	09-Sep-20 A	10-Sep-20 A	
Mechanical		67	06-Aug-20 A	09-Nov-20	102
A16920	Mechanical - Mechanical Rough-In 4th Floor East	4	06-Aug-20 A	11-Aug-20 A	
A17870	Mechanical - Mechanical Rough-In 2nd Floor East	4	12-Aug-20 A	17-Aug-20 A	
A16950	Mechanical - Mechanical Rough-In 1st Floor East	4	18-Aug-20 A	20-Aug-20 A	
A16910	Mechanical - Mechanical Rough-In 5th Floor West	4	21-Aug-20 A	24-Aug-20 A	
A16930	Mechanical - Mechanical Rough-In 4th Floor West	4	25-Aug-20 A	26-Aug-20 A	
A16940	Mechanical - Mechanical Rough-In 3rd Floor West	4	27-Aug-20 A	31-Aug-20 A	
A17880	Mechanical - Mechanical Rough-In 1st Floor West	4	31-Aug-20 A	04-Sep-20 A	



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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A17890	Mechanical - Mechanical Commissioning	4	04-Nov-20	09-Nov-20	102
Electrical		91	22-Apr-20 A	24-Sep-20 A	
A16730	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 5	15	11-May-20 A	29-May-20 A	
A16740	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 4	15	01-Jun-20 A	22-Jun-20 A	
A19810	Electrical - SE Electrical Room 1st Floor	10	08-Jun-20 A	21-Jul-20 A	
A16750	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 3	15	23-Jun-20 A	15-Jul-20 A	
A19820	Electrical - NE Electrical Room 1st Floor	10	26-Jun-20 A	21-Sep-20 A	
A16760	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 2	15	16-Jul-20 A	30-Jul-20 A	
A19720	Electrical - Conductors and Light Fixtures 5th Floor	5	20-Jul-20 A	24-Jul-20 A	
A19730	Electrical - Conductors and Light Fixtures 4th Floor	5	27-Jul-20 A	31-Jul-20 A	
A19760	Electrical - Conductors and Light Fixtures 1st Floor	5	31-Jul-20 A	12-Aug-20 A	
A19740	Electrical - Conductors and Light Fixtures 3rd Floor	5	03-Aug-20 A	07-Aug-20 A	
A19750	Electrical - Conductors and Light Fixtures 2nd Floor	5	10-Aug-20 A	14-Aug-20 A	
A19850	Electrical - SW Electrical Room 4th Floor	10	19-Aug-20 A	21-Sep-20 A	
A16770	Electrical - Electrical Rough-In Lighting, Security, Data, Fire Alarm 1	15	31-Aug-20 A	21-Sep-20 A	
Electrical Switchgear		39	22-Apr-20 A	09-Jul-20 A	
A18360	Delivery of Switchgear - Switchear	0	22-Apr-20 A	15-May-20 A	
A18370	Installation of Switchgear - Switchgear	5	08-Jun-20 A	19-Jun-20 A	
A18380	Termination of feeders - Switchgear - Switchgear	7	22-Jun-20 A	23-Jun-20 A	
A18390	Inspection of Switchgear	2	09-Jul-20 A	09-Jul-20 A	
Electrical Transformer		60	11-May-20 A	24-Sep-20 A	
A18520	Delivery of Transformer - Transformer	1	11-May-20 A	11-May-20 A	
A18530	Installation of Transformer - Transformer	3	12-May-20 A	22-Jun-20 A	
A18540	Termination of feeders - Transformer	7	23-Jun-20 A	02-Jul-20 A	
A19700	Primary Electrical Testing and Power	5	13-Jul-20 A	17-Jul-20 A	
A18550	Commissioning of Transformer and Switchgear	12	20-Jul-20 A	24-Sep-20 A	
Data and Security		48	26-Aug-20 A	10-Nov-20	20
A19940	Data and Security - 1st floor IDF Room Build Out	3	26-Aug-20 A	03-Sep-20 A	
A19950	Data and Security - 2nd floor IDF Room Build Out	3	03-Sep-20 A	08-Sep-20 A	
A19890	Data and Security - 1st floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19900	Data and Security - 2nd floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19910	Data and Security - 3rd floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19920	Data and Security - 4th floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19930	Data and Security - 5th floor data, security and video cabling	5	07-Sep-20 A	09-Oct-20 A	
A19960	Data and Security - 3rd floor IDF Room Build Out	3	09-Sep-20 A	11-Sep-20 A	
A19970	Data and Security - 4th floor IDF Room Build Out	3	14-Sep-20 A	16-Sep-20 A	
A19980	Data and Security - 5th floor IDF Room Build Out	3	17-Sep-20 A	21-Sep-20 A	
A20010	Data and Security - Security Camera Installation All Levels	3	12-Oct-20 A	16-Oct-20 A	
A20020	Data and Security - Access Control Installation	5	12-Oct-20 A	20-Oct-20 A	
A19990	Data and Security - Fiber Optic Cabling Installation Manholes	5	14-Oct-20 A	20-Oct-20 A	

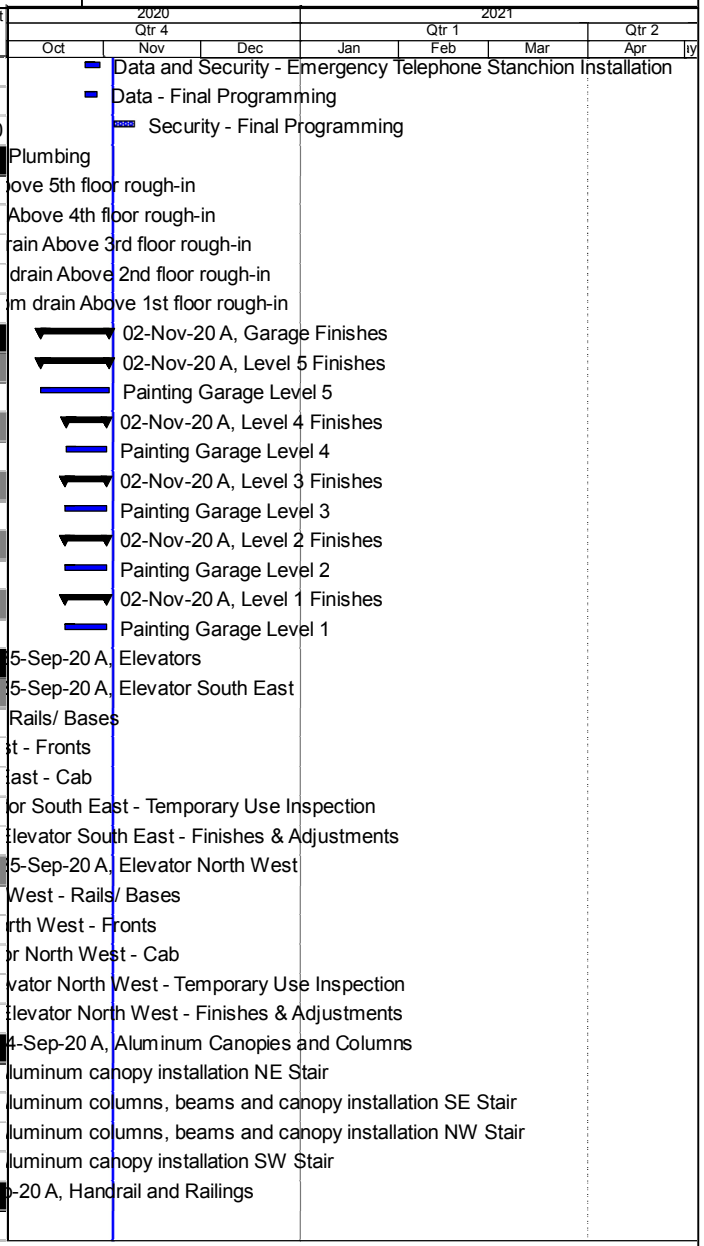


Actual Level of Effort | Actual Work | Normal Activity | Critical

TASK filter: All Activities

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A20000	Data and Security - Emergency Telephone Stanchion Installation	3	26-Oct-20 A	30-Oct-20 A	
A20280	Data - Final Programming	5	26-Oct-20 A	30-Oct-20 A	
A20310	Security - Final Programming	5	04-Nov-20	10-Nov-20	20
Plumbing		37	06-Jul-20 A	21-Aug-20 A	
A16790	Plumbing storm drain Above 5th floor rough-in	7	06-Jul-20 A	24-Jul-20 A	
A16800	Plumbing storm drain Above 4th floor rough-in	5	27-Jul-20 A	30-Jul-20 A	
A16810	Plumbing storm drain Above 3rd floor rough-in	7	30-Jul-20 A	10-Aug-20 A	
A16820	Plumbing storm drain Above 2nd floor rough-in	5	10-Aug-20 A	14-Aug-20 A	
A16840	Plumbing strom drain Above 1st floor rough-in	7	17-Aug-20 A	21-Aug-20 A	
Garage Finishes		22	12-Oct-20 A	02-Nov-20 A	
Level 5 Finishes		4	12-Oct-20 A	02-Nov-20 A	
A17980	Painting Garage Level 5	4	12-Oct-20 A	02-Nov-20 A	
Level 4 Finishes		4	20-Oct-20 A	02-Nov-20 A	
A18010	Painting Garage Level 4	4	20-Oct-20 A	02-Nov-20 A	
Level 3 Finishes		4	20-Oct-20 A	02-Nov-20 A	
A18040	Painting Garage Level 3	4	20-Oct-20 A	02-Nov-20 A	
Level 2 Finishes		4	20-Oct-20 A	02-Nov-20 A	
A18070	Painting Garage Level 2	4	20-Oct-20 A	02-Nov-20 A	
Level 1 Finishes		4	20-Oct-20 A	02-Nov-20 A	
A18100	Painting Garage Level 1	4	20-Oct-20 A	02-Nov-20 A	
Elevators		50	20-Jul-20 A	25-Sep-20 A	
Elevator South East		50	20-Jul-20 A	25-Sep-20 A	
A11660	Elevator South East - Rails/ Bases	11	20-Jul-20 A	30-Jul-20 A	
A11670	Elevator South East - Fronts	7	30-Jul-20 A	07-Aug-20 A	
A11680	Elevator South East - Cab	6	10-Aug-20 A	14-Aug-20 A	
A11700	Elevator South East - Temporary Use Inspection	2	09-Sep-20 A	10-Sep-20 A	
A11690	Elevator South East - Finishes & Adjustments	6	21-Sep-20 A	25-Sep-20 A	
Elevator North West		40	10-Aug-20 A	25-Sep-20 A	
A17810	Elevator North West - Rails/ Bases	11	10-Aug-20 A	17-Aug-20 A	
A17820	Elevator North West - Fronts	7	18-Aug-20 A	27-Aug-20 A	
A17830	Elevator North West - Cab	6	31-Aug-20 A	08-Sep-20 A	
A17850	Elevator North West - Temporary Use Inspection	2	17-Sep-20 A	18-Sep-20 A	
A17840	Elevator North West - Finishes & Adjustments	6	21-Sep-20 A	25-Sep-20 A	
Aluminum Canopies and Columns		14	21-Sep-20 A	24-Sep-20 A	
A17030	Aluminum canopy installation NE Stair	2	21-Sep-20 A	24-Sep-20 A	
A17080	Aluminum columns, beams and canopy installation SE Stair	5	21-Sep-20 A	24-Sep-20 A	
A17260	Aluminum columns, beams and canopy installation NW Stair	5	21-Sep-20 A	24-Sep-20 A	
A18560	Aluminum canopy installation SW Stair	2	21-Sep-20 A	24-Sep-20 A	
Handrail and Railings		112	04-May-20 A	09-Sep-20 A	
A19030	Handrail and Railings Installation - SE Stair Tower	8	04-May-20 A	08-May-20 A	

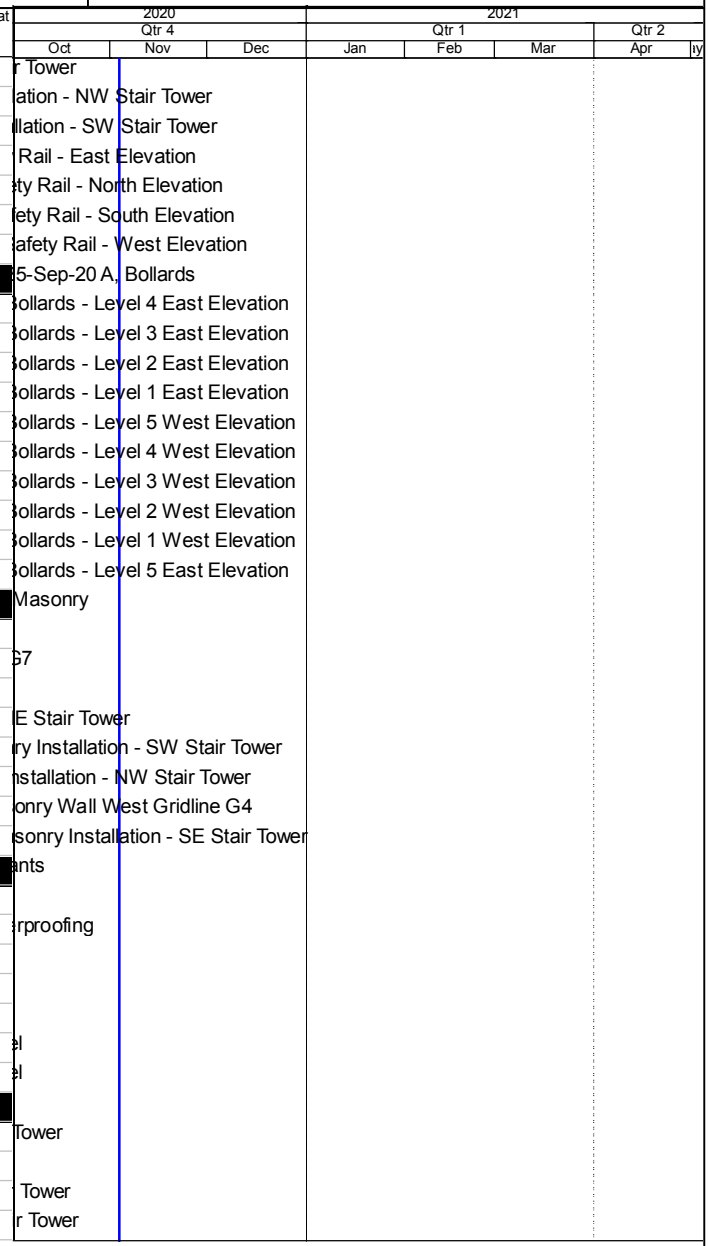


Actual Level of Effort | Normal Activity
Actual Work | Critical

TASK filter: All Activities

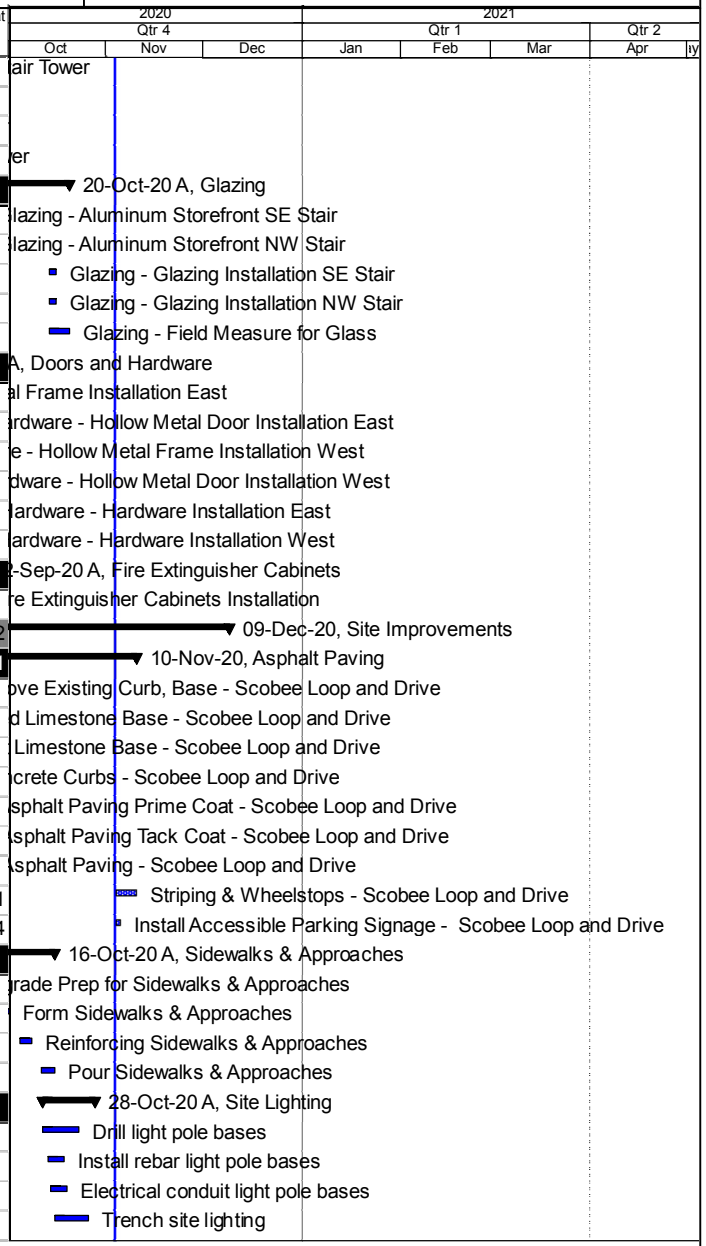
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A19040	Handrail and Railings Installation - NE Stair Tower	8	01-Jun-20 A	05-Jun-20 A	
A19050	Handrail and Railings Installation - NW Stair Tower	4	13-Jul-20 A	15-Jul-20 A	
A19020	Handrail and Railings Installation - SW Stair Tower	4	15-Jul-20 A	17-Jul-20 A	
A19640	Roof Safety Rail - East Elevation	3	24-Aug-20 A	27-Aug-20 A	
A19650	Roof Safety Rail - North Elevation	3	28-Aug-20 A	01-Sep-20 A	
A19660	Roof Safety Rail - South Elevation	3	02-Sep-20 A	04-Sep-20 A	
A19670	Roof Safety Rail - West Elevation	2	08-Sep-20 A	09-Sep-20 A	
Bollards		21	10-Sep-20 A	25-Sep-20 A	
A19550	Bollards - Level 4 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19560	Bollards - Level 3 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19570	Bollards - Level 2 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19580	Bollards - Level 1 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19590	Bollards - Level 5 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19600	Bollards - Level 4 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19610	Bollards - Level 3 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19620	Bollards - Level 2 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19630	Bollards - Level 1 West Elevation	2	10-Sep-20 A	25-Sep-20 A	
A19540	Bollards - Level 5 East Elevation	2	10-Sep-20 A	25-Sep-20 A	
Masonry		67	01-Jun-20 A	21-Aug-20 A	
A19690	Masonry - Ramp Walls	5	01-Jun-20 A	10-Jun-20 A	
A19180	Masonry - Masonry Wall East Gridline G7	3	10-Jun-20 A	12-Jun-20 A	
A19680	Masonry - Electrical Room First Floor	2	10-Jun-20 A	15-Jun-20 A	
A19150	Masonry - Masonry Installation - NE Stair Tower	8	16-Jun-20 A	26-Jun-20 A	
A19170	Masonry - Masonry Installation - SW Stair Tower	8	27-Jul-20 A	10-Aug-20 A	
A19160	Masonry - Masonry Installation - NW Stair Tower	8	30-Jul-20 A	31-Jul-20 A	
A19190	Masonry - Masonry Wall West Gridline G4	5	11-Aug-20 A	17-Aug-20 A	
A19140	Masonry - Masonry Installation - SE Stair Tower	8	18-Aug-20 A	21-Aug-20 A	
Sealants		46	08-Jun-20 A	07-Aug-20 A	
A19470	Sealants - SE Elevator Waterproofing	2	08-Jun-20 A	08-Jun-20 A	
A19480	Sealants - NW Elevator Waterproofing	5	08-Jul-20 A	10-Jul-20 A	
A19500	Sealants - 5th Level	5	13-Jul-20 A	17-Jul-20 A	
A19510	Sealants - 4th Level	5	20-Jul-20 A	23-Jul-20 A	
A19520	Sealants - 3rd Level	5	23-Jul-20 A	27-Jul-20 A	
A19530	Sealants - 2nd Level	5	28-Jul-20 A	05-Aug-20 A	
A19490	Sealants - 1st Level	2	06-Aug-20 A	07-Aug-20 A	
Roofing		16	06-Jul-20 A	27-Jul-20 A	
A19100	Roofing - Roof Drain SE Stair Tower	2	06-Jul-20 A	07-Jul-20 A	
A19060	Roofing - SE Stair Tower	5	08-Jul-20 A	10-Jul-20 A	
A19110	Roofing - Roof Drain NE Stair Tower	2	08-Jul-20 A	09-Jul-20 A	
A19120	Roofing - Roof Drain NW Stair Tower	2	09-Jul-20 A	10-Jul-20 A	



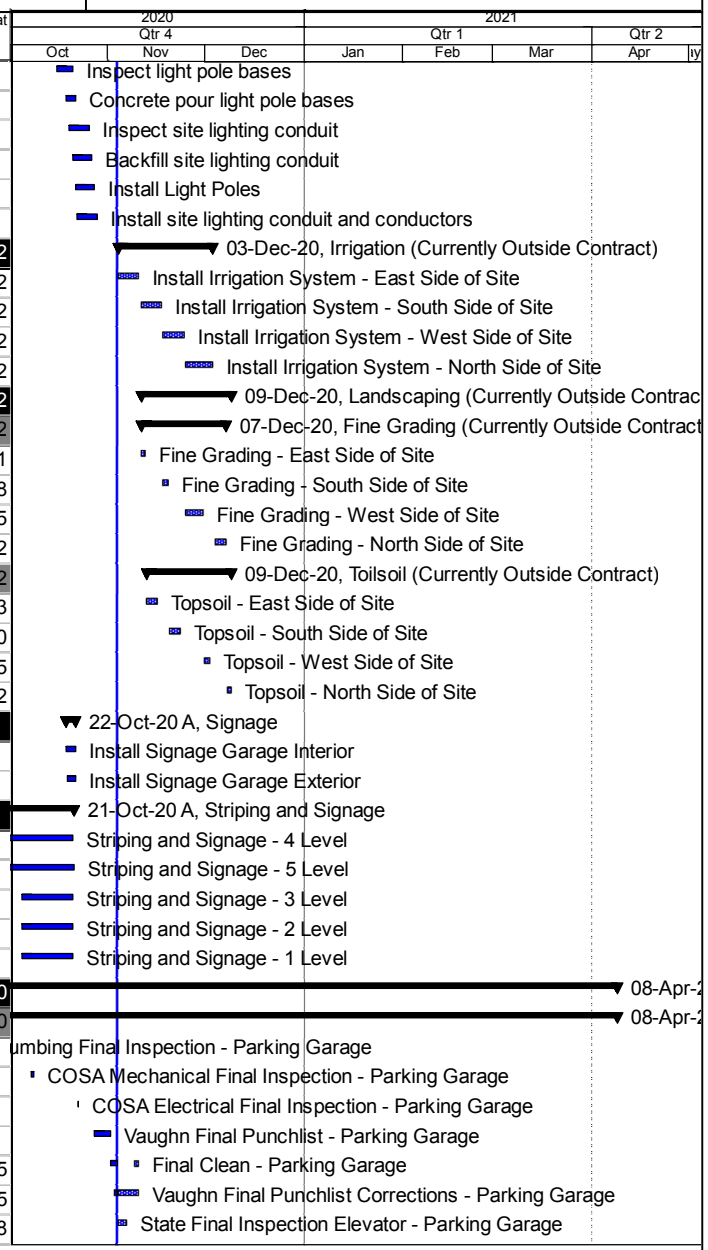
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A19130	Roofing - Roof Drain SW Stair Tower	2	09-Jul-20 A	15-Jul-20 A	
A19070	Roofing - NE Stair Tower	5	13-Jul-20 A	17-Jul-20 A	
A19080	Roofing - NW Stair Tower	5	20-Jul-20 A	20-Jul-20 A	
A19090	Roofing - SW Stair Tower	5	21-Jul-20 A	27-Jul-20 A	
Glazing		27	21-Sep-20 A	20-Oct-20 A	
A17020	Glazing - Aluminum Storefront SE Stair	5	21-Sep-20 A	24-Sep-20 A	
A17040	Glazing - Aluminum Storefront NW Stair	5	21-Sep-20 A	24-Sep-20 A	
A16970	Glazing - Glazing Installation SE Stair	3	14-Oct-20 A	16-Oct-20 A	
A17050	Glazing - Glazing Installation NW Stair	3	14-Oct-20 A	16-Oct-20 A	
A17060	Glazing - Field Measure for Glass	5	14-Oct-20 A	20-Oct-20 A	
Doors and Hardware		55	16-Jun-20 A	28-Aug-20 A	
A19200	Doors and Hardware - Hollow Metal Frame Installation East	5	16-Jun-20 A	26-Jun-20 A	
A19210	Doors and Hardware - Hollow Metal Door Installation East	3	21-Jul-20 A	21-Aug-20 A	
A19710	Doors and Hardware - Hollow Metal Frame Installation West	5	28-Jul-20 A	05-Aug-20 A	
A19230	Door and Hardware - Hollow Metal Door Installation West	3	19-Aug-20 A	21-Aug-20 A	
A19220	Doors and Hardware - Hardware Installation East	2	24-Aug-20 A	25-Aug-20 A	
A19240	Door and Hardware - Hardware Installation West	5	26-Aug-20 A	28-Aug-20 A	
Fire Extinguisher Cabinets		10	14-Sep-20 A	22-Sep-20 A	
A19250	Fire Extinguisher Cabinets Installation	10	14-Sep-20 A	22-Sep-20 A	
Site Improvements		85	17-Aug-20 A	09-Dec-20	82
Asphalt Paving		66	17-Aug-20 A	10-Nov-20	101
A8670	Sawcut/ Remove Existing Curb, Base - Scobee Loop and Drive	2	17-Aug-20 A	21-Aug-20 A	
A8680	Install Crushed Limestone Base - Scobee Loop and Drive	7	17-Aug-20 A	21-Aug-20 A	
A8690	Compact Limestone Base - Scobee Loop and Drive	3	31-Aug-20 A	02-Sep-20 A	
A8700	Concrete Curbs - Scobee Loop and Drive	10	03-Sep-20 A	17-Sep-20 A	
A8710	Asphalt Paving Prime Coat - Scobee Loop and Drive	1	23-Sep-20 A	24-Sep-20 A	
A8720	Asphalt Paving Tack Coat - Scobee Loop and Drive	1	24-Sep-20 A	24-Sep-20 A	
A8730	Asphalt Paving - Scobee Loop and Drive	5	24-Sep-20 A	25-Sep-20 A	
A8740	Striping & Wheelstops - Scobee Loop and Drive	5	04-Nov-20	10-Nov-20	101
A8750	Install Accessible Parking Signage - Scobee Loop and Drive	2	04-Nov-20	05-Nov-20	104
Sidewalks & Approaches		43	31-Aug-20 A	16-Oct-20 A	
A8470	Subgrade Prep for Sidewalks & Approaches	10	31-Aug-20 A	14-Sep-20 A	
A8480	Form Sidewalks & Approaches	10	21-Sep-20 A	02-Oct-20 A	
A8490	Reinforcing Sidewalks & Approaches	10	05-Oct-20 A	09-Oct-20 A	
A8500	Pour Sidewalks & Approaches	10	12-Oct-20 A	16-Oct-20 A	
Site Lighting		17	12-Oct-20 A	28-Oct-20 A	
A12210	Drill light pole bases	1	12-Oct-20 A	23-Oct-20 A	
A12230	Install rebar light pole bases	1	14-Oct-20 A	19-Oct-20 A	
A12240	Electrical conduit light pole bases	1	15-Oct-20 A	20-Oct-20 A	
A12200	Trench site lighting	8	16-Oct-20 A	26-Oct-20 A	



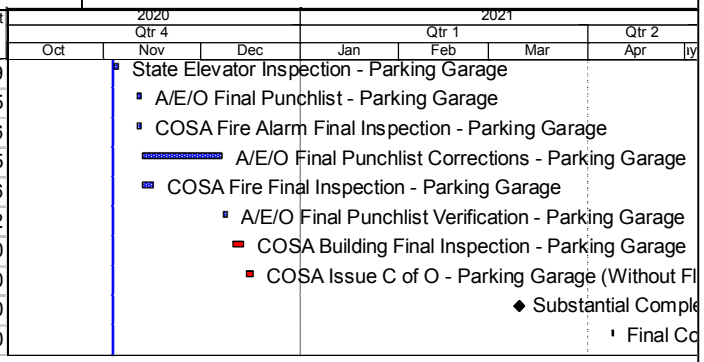
(c) Primavera Systems, Inc.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A12250	Inspect light pole bases	1	16-Oct-20 A	21-Oct-20 A	
A12260	Concrete pour light pole bases	1	19-Oct-20 A	22-Oct-20 A	
A12280	Inspect site lighting conduit	1	20-Oct-20 A	26-Oct-20 A	
A12290	Backfill site lighting conduit	3	21-Oct-20 A	27-Oct-20 A	
A20390	Install Light Poles	3	22-Oct-20 A	28-Oct-20 A	
A12270	Install site lighting conduit and conductors	5	22-Oct-20 A	28-Oct-20 A	
Irrigation (Currently Outside Contract)		20	04-Nov-20	03-Dec-20	82
A8510	Install Irrigation System - East Side of Site	5	04-Nov-20	10-Nov-20	82
A8520	Install Irrigation System - South Side of Site	5	11-Nov-20	17-Nov-20	82
A8530	Install Irrigation System - West Side of Site	5	18-Nov-20	24-Nov-20	82
A8540	Install Irrigation System - North Side of Site	5	25-Nov-20	03-Dec-20	82
Landscaping (Currently Outside Contract)		19	11-Nov-20	09-Dec-20	82
Fine Grading (Currently Outside Contract)		17	11-Nov-20	07-Dec-20	82
A8550	Fine Grading - East Side of Site	2	11-Nov-20	12-Nov-20	91
A8560	Fine Grading - South Side of Site	2	18-Nov-20	19-Nov-20	88
A8570	Fine Grading - West Side of Site	2	25-Nov-20	30-Nov-20	85
A8580	Fine Grading - North Side of Site	2	04-Dec-20	07-Dec-20	82
Toilsoil (Currently Outside Contract)		17	13-Nov-20	09-Dec-20	82
A8590	Topsoil - East Side of Site	2	13-Nov-20	16-Nov-20	93
A8600	Topsoil - South Side of Site	2	20-Nov-20	23-Nov-20	90
A8610	Topsoil - West Side of Site	2	01-Dec-20	02-Dec-20	85
A8620	Topsoil - North Side of Site	2	08-Dec-20	09-Dec-20	82
Signage		7	19-Oct-20 A	22-Oct-20 A	
A8450	Install Signage Garage Interior	5	19-Oct-20 A	22-Oct-20 A	
A8460	Install Signage Garage Exterior	2	19-Oct-20 A	22-Oct-20 A	
Striping and Signage		25	28-Sep-20 A	21-Oct-20 A	
A19430	Striping and Signage - 4 Level	5	28-Sep-20 A	21-Oct-20 A	
A19420	Striping and Signage - 5 Level	5	30-Sep-20 A	21-Oct-20 A	
A19440	Striping and Signage - 3 Level	5	05-Oct-20 A	21-Oct-20 A	
A19450	Striping and Signage - 2 Level	5	05-Oct-20 A	21-Oct-20 A	
A19460	Striping and Signage - 1 Level	5	05-Oct-20 A	21-Oct-20 A	
Punchlists/ Final Inspections		153	02-Sep-20 A	08-Apr-21	0
Parking Garage		153	02-Sep-20 A	08-Apr-21	0
A19880	COSA Plumbing Final Inspection - Parking Garage	5	02-Sep-20 A	02-Sep-20 A	
A19870	COSA Mechanical Final Inspection - Parking Garage	5	08-Oct-20 A	09-Oct-20 A	
A8820	COSA Electrical Final Inspection - Parking Garage	2	23-Oct-20 A	23-Oct-20 A	
A8760	Vaughn Final Punchlist - Parking Garage	3	28-Oct-20 A	02-Nov-20 A	
A8860	Final Clean - Parking Garage	2	02-Nov-20 A	10-Nov-20	5
A8780	Vaughn Final Punchlist Corrections - Parking Garage	6	03-Nov-20 A	10-Nov-20	5
A11710	State Final Inspection Elevator - Parking Garage	3	04-Nov-20	06-Nov-20	18



(c) Primavera Systems, Inc.

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A11720	State Elevator Inspection - Parking Garage	2	04-Nov-20	05-Nov-20	19
A8770	A/E/O Final Punchlist - Parking Garage	2	11-Nov-20	12-Nov-20	5
A9040	COSA Fire Alarm Final Inspection - Parking Garage	2	11-Nov-20	12-Nov-20	16
A8790	A/E/O Final Punchlist Corrections - Parking Garage	15	13-Nov-20	07-Dec-20	5
A8830	COSA Fire Final Inspection - Parking Garage	2	13-Nov-20	16-Nov-20	16
A8810	A/E/O Final Punchlist Verification - Parking Garage	2	08-Dec-20	09-Dec-20	82
A8840	COSA Building Final Inspection - Parking Garage	2	11-Dec-20	14-Dec-20	0
A8850	COSA Issue C of O - Parking Garage (Without Float)	3	15-Dec-20	17-Dec-20	0
A8800	Substantial Completion - Parking Garage	0		10-Mar-21	0
A8870	Final Completion	1	08-Apr-21	08-Apr-21	0



Actual Level of Effort
Actual Work
Normal Activity
Critical

TASK filter: All Activities

(c) Primavera Systems, Inc.

Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

General Information

Location/Campus:	San Antonio College	**Bond Tranche #:**		2
			Orig.	**Rev.**
Project Title:	Parking Garage	**Target Completion:**	3/27/2020	4/9/2021
		# of Levels	6	5
Project Type:	New Building and Demolition	**Total NET Parking Spaces**	540	355
Project Manager:	Tony Alfaro	**Construction Manager:**	J.T. Vaughn Construction, LLC	
Architect/Engineer:	O'Connell Robertson	**Furniture:**	TBD	

Project Description: This project proposes the construction of a new building to house a parking garage and a child care facility on the San Antonio College campus. The project includes the demolition of the existing LETC Building located north of the campus. When completed, the parking garage and child care facility will meet the current and anticipated demand for additional child care facilities and parking.

Revenue Source		Projected Costs		% Overage #
Gen. Oblig. Bonds (Split)	$ 16,000,000.00	**Current Estimated GMP:**	**$**	**17,598,165**
G.O. Bond Trnsfr From McAllister	$ 1,359,494.00	**Original FF&E Budget:**	**$**	**-**
Maintenance Tax Notes		**Current Estimated Soft Costs:**	**$**	**2,505,302**
San Pedro St. Scope	$ 2,743,973.00	**Within GMP**	**$**	**-**
Total Revenue:	**$ 20,103,467.00**	**Total Projected Costs:**	**$**	**20,103,467**

Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrances	Expenditures	Remaining Budget
Construction Budget:	$ 13,400,000	$ 4,198,165	$ 17,598,165	$ 18,023,165	$ 14,709,256	$ 2,888,909
Arch. & Eng.:	$ 1,300,000	$ 20,566	$ 1,320,566	$ 1,320,566	$ 1,285,917	$ 34,649
Const. Mtrls.Testing:	$ 300,000	$ 19,533	$ 319,533	$ 319,533	$ 254,238	$ 65,295
Spclzd. Eng. Services:	$ 100,000	$ 197,993	$ 297,993		$ 33,663	$ 297,993
Bldg Permit & Dev. Fees:	$ 100,000	$ 467,210	$ 567,210			$ 567,210
Public Art:	$ 100,000	$ (100,000)	$ -	$ -	$ -	$ -
F,F&E:	$ 4,700,000	$ (4,700,000)	$ -	$ -	$ -	$ -
Total Bond Funded Budget:	**$ 20,000,000**	**$ 103,467**	**$ 20,103,467**	**$ 19,663,264**	**$ 16,283,074**	**$ 3,854,056**
Variance from Bond Revenue:	**$ (4,000,000)**					

Budget Comments: The Project Summary attached to the Board Minute Order from 12/11/18 shows the removal of the $4M associated with the Child Care Center. The original budget column shown above has been adjusted to reflect the original budget shown on that project summary document from 12/11/18.
Because the other project budget items have been reduced to $0, those required items will need to be funded from other sources. Note: The PO for the GMP may have been issued for an amount less than the approved GMP. That discrepancy will need to be corrected.
On October 7, 2019 Construction Change Directive (CCD) 001 was approved and authorized the removal of one level at this garage. The actual costs savings are being defined but the estimated costs savings will be approximately $651,000. Additional savings are expected by the deletion of an emergency engine and automatic transfer switch. Additional costs must be incurred to install data cabling in the Garage. On 5/19/2020 the SAn Pedro Street Scope was appoved via Change Order 1.

One-Time Costs in (Year Completed) to open Facility:

Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

	Original Budget	Revisions	Revised Budget	Encumbrance	Expenditures	Remaining Budget
San Pedro Traffic Improvements:	$ -	$ -	$ -	$ -	$ -	$ -
Total One-Time Budget:	$ -	$ -	$ -	$ -	$ -	$ -
Variance from Other Revenues:						
Budget Comments:	The one time budget above is for improvements to San Pedro Street due to TIA. The total scope has not yet been determined (Moved up per, the re-allocations) **San Pedro Street Scope was added via Change Order 1**					

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Discussion and Possible Action on Amending the Guaranteed Maximum Price for the Alamo Colleges District – San Antonio College (SAC) Fletcher Student Success Administration Building Renovation, Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER

"The Board of Trustees hereby approves an amendment to decrease by $1,350,000 to $17,202,118 the Guaranteed Maximum Price under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Fletcher Student Success Administration Building Renovation, Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

PURPOSE

To approve the amendment to decrease the Guaranteed Maximum Price by $1,350,000 to $17,202,118 under the contract with Construction Manager-at-Risk J.T. Vaughn Construction, LLC for the construction of the Alamo Colleges District – San Antonio College (SAC) Fletcher Student Success Administration Building Renovation, Capital Improvement Project (CIP) subject to staff confirmation of scope and subsequent execution of GMP amendment.

BACKGROUND

In February 27, 2018, the Board approved the purchase of Construction Manager-at-Risk Services for the District for the General Obligation Bond Projects. On January 21, 2020, the Board approved a GMP of $18,552,118 (including contingency) for this work. The Construction Manager -at-Risk J.T. Vaughn, LLC is able to provide $1,350,000 of buyout savings from the project. The buyout savings are a result of the CMR procurement process in bidding and purchasing the various commodities and work packages used the in the construction project. The buyout savings will be used for additional funding of the SAC Early Childcare and Micronauts project and other SAC CIP projects.

SAC project	January 2020 GMP Award	November 2020 GMP Decrease Amount	Final GMP
Fletcher Student Success Administration Building	$18,552,118	$1,350,000	$17,202,118
TOTALS	**$18,552,118**	**$1,350,000**	**$17,202,118**

IMPLICATIONS

Financial: 2017 General Obligations Bond Funds
Strategic Objective: Goal I – Student Success; Goal III – Performance Excellence
SWMBE/HUB Participation: 24%
Employee Services:
ATTACHMENTS: Project Summary Sheet, Deductive Change Order #01

DocuSigned by:
Robert Vela
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Dr. Robert Vela
President, San Antonio College

DocuSigned by:
Lacy Hampton
AB8BD92A667E4A3...
Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

DocuSigned by:
Diane Snyder
C8AA3C272D984B2...
Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

DocuSigned by:
A1956726E5BF4CD...
Dr. Mike Flores
Chancellor

EXHIBIT A - ATTACHMENT D1

CHANGE ORDER PROPOSAL

This change order ("Change Order") to the Contract described herein is made and entered into between the **Alamo Community College District**, a political subdivision of the State of Texas ("Alamo Colleges District" or "Owner"), Vaughn Construction ("Contractor" or "Construction Manager") and, O'Connell Robertson ("Architect") regarding the San Antonio College Fletcher Administration Building Renovation Capital Improvement Project (Project), which was agreed to as evidenced by the Guaranteed Maximum Price Amendment executed on May 16, 2020 with a Guaranteed Maximum Price of $18,552,118.00 and a Final Completion date ofNovember 6, 2021.

This is Change Order No. 01
Date of this Changer Order is December 8, 2020

The original date for Final Completion was November 6, 2021 and Substantial Completion was October 7, 2021.

The original not-to exceed Guaranteed Maximum Price consisting of:

1.	Stipulated amount for the Preconstruction Services Fee	$109,490.00
2.	Amount for the Construction Services including:	$18,442,628.00
	a. A not-to exceed amount for the Cost of Work	$15,100,329.00
	b. A not-to exceed amount for the General Conditions	$1,895,908.00
	c. A not-to exceed amount Construction Phase Fee	$673,156.00
	d. A lump sum amount of Construction Contingency	$433,402.00
	e. A lump sum amount of Owner Contingency	$339,923.00
3.	TOTAL OF GMP LINE ITEMS 1 AND 2:	$18,552,118.00
	This amount is the current Guaranteed Maximum Price (GMP) guaranteed to the Owner not to be exceeded.	

The Construction Manager hereby submits to the Alamo Colleges District a request for a change in the Work, Contract Sum, Contract Time and/or Contract Documents accompanied by sufficient supporting data and information to permit the Architect to make a recommendation to Owner and to permit the Owner to make a decision. Owner reserves the right to request additional information to evaluate any request and recommends that all requests be prepared in a manner consistent with the District's Guidelines for the Preparation of the Guaranteed Maximum Price Proposal.

All changes orders must include an updated Project Schedule, General Conditions, and Schedule of Values, as applicable.

Based on the request and the supporting documents, the contract is changed as follows:
(Insert a detailed description of the change and attach specific exhibits, plans or specifications with which contractor shall comply, but not subcontractor bids, responses or proposals. Also include any agreed-upon adjustments.)

The changes to the Contract are based upon the following assumptions, specifications, drawings, or other conditions of the Contract:

This Change Order does not include any change in contracted scope or time and is solely adjusting the contract sum to return unused cost of work dollars back to Alamo Colleges. The savings being recognized is a product of high volume of trade contractor bid participation as well as favorable bidding market. The project was able to procure the cost of work due to the range in trade contractor proposals received at a much lower cost than what was anticipated at the time of GMP establishment

The Contract is changed to modify the scope of work, which is set forth in detail in the documents attached hereto, incorporated herein or referenced herein. The Contractor must comply with these aforementioned plans, specifications, conditions and requirements as it relates to the Project and the modified scope of work. The provisions of this Change Order shall (i) modify the terms of the Contract Documents, as herein specified; and (ii) shall prevail over any conflicting provisions of the Contract Documents, to the extent of such conflict, as of the date of this Change Order.

The Contract Time will decrease by zero (0) of days and the new date for Final Completion is November 6, 2021 and Substantial Completion is October 7, 2021 as further reflected on the attached Project Schedule.

The new not-to exceed Guaranteed Maximum Price consists of:

1.	The new not-to exceed amount for Preconstruction Services Fee	$109,490.00
2.	The new not-to exceed amount for Construction Services include:	$17,092,628.00
	a. The new not-to exceed amount for the Cost of Work	$13,750,239.00
	b. The new not-to exceed amount for the General Conditions	$1,895,908.00
	c. The new not-to exceed amount Construction Phase Fee	$673,156.00
	d. The new not-to exceed amount of Construction Contingency	$433,402.00
	e. The new not-to exceed amount of Owner Contingency	$339,923.00

Any of the unused contingencies shall accrue to the Owner.

3. TOTAL of the NEW AMENDED GMP LINE ITEMS 1 AND 2: $17,202,118.00

This amount shall be the new Guaranteed Maximum Price (GMP), which we hereby guarantee to the Owner shall not be exceeded.

By signing below, each party represents and acknowledges that it (i) has reviewed this instrument and its supporting data and (ii) is in agreement with the terms, conditions and requirements of this Change Order.

Accepted and Agreed to by:

Alamo Colleges District:

By: _____

Printed Name: Dr. Diane Snyder

Its: Vice Chancellor, Finance & Administration

Contractor:

By: _____

Printed Name: _____

Its: _____

District's Counsel, as to form only:

By: _____

Printed Name: _____

Its: _____

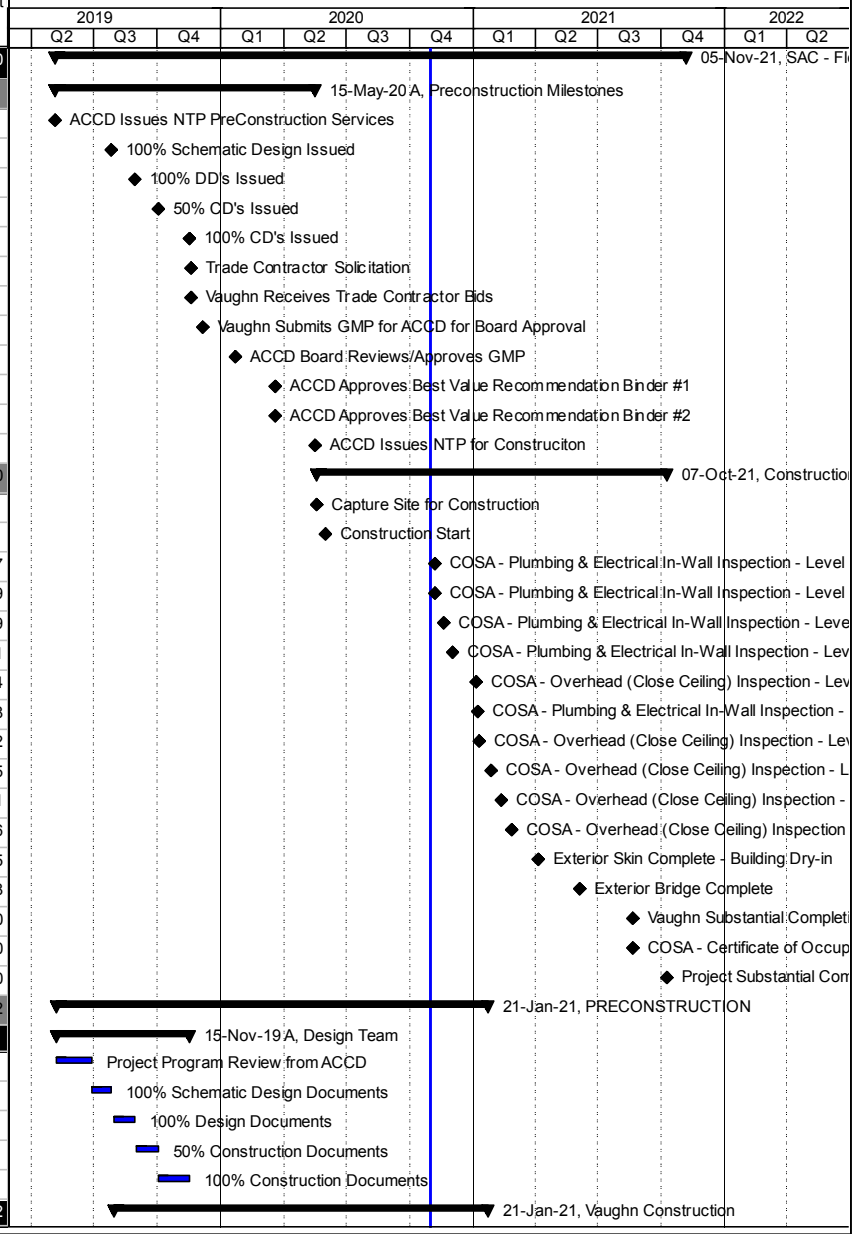
Architect:

By: _____

Printed Name: _____

Its: _____

Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
SAC - Fletcher Admin Building Renovation - Project Schedule		636	06-May-19 A	05-Nov-21	0
Preconstruction Milestones		262	06-May-19 A	15-May-20 A	
A3120	ACCD Issues NTP PreConstruction Services	0	06-May-19 A		
A1060	100% Schematic Design Issued	0		26-Jul-19 A	
A3140	100% DD's Issued	0	29-Aug-19 A		
A1110	50% CD's Issued	0		01-Oct-19 A	
A1080	100% CD's Issued	0		15-Nov-19 A	
A3270	Trade Contractor Solicitation	0	19-Nov-19 A		
A3280	Vaughn Receives Trade Contractor Bids	0	19-Nov-19 A		
A3150	Vaughn Submits GMP for ACCD for Board Approval	0		05-Dec-19 A	
A3160	ACCD Board Reviews/Approves GMP	0		21-Jan-20 A	
A1100	ACCD Approves Best Value Recommendation Binder #1	0		20-Mar-20 A	
A1120	ACCD Approves Best Value Recommendation Binder #2	0		20-Mar-20 A	
A1090	ACCD Issues NTP for Construciton	0		15-May-20 A	
Construction Milestones		353	18-May-20 A	07-Oct-21	0
A1130	Capture Site for Construction	0	18-May-20 A		
A2040	Construction Start	0	01-Jun-20 A		
A8230	COSA - Plumbing & Electrical In-Wall Inspection - Level 1 - Area A	0		06-Nov-20	77
A8240	COSA - Plumbing & Electrical In-Wall Inspection - Level 1 - Area B	0		06-Nov-20	79
A8210	COSA - Plumbing & Electrical In-Wall Inspection - Level 2 - Area A	0		19-Nov-20	69
A8220	COSA - Plumbing & Electrical In-Wall Inspection - Level 2 - Area B	0		01-Dec-20	41
A8200	COSA - Overhead (Close Ceiling) Inspection - Level 1 - Area B	0		05-Jan-21	74
A8120	COSA - Plumbing & Electrical In-Wall Inspection - Level 3	0		07-Jan-21	38
A8110	COSA - Overhead (Close Ceiling) Inspection - Level 1 - Area A	0		08-Jan-21	72
A8100	COSA - Overhead (Close Ceiling) Inspection - Level 2 - Area A	0		26-Jan-21	65
A8190	COSA - Overhead (Close Ceiling) Inspection - Level 2 - Area B	0		11-Feb-21	41
A6200	COSA - Overhead (Close Ceiling) Inspection - Level 3	0		24-Feb-21	46
A8170	Exterior Skin Complete - Building Dry-in	0		05-Apr-21	45
A8180	Exterior Bridge Complete	0		03-Jun-21	18
A1150	Vaughn Substantial Completion	0		19-Aug-21	0
A8160	COSA - Certificate of Occupancy	0		19-Aug-21	0
A1160	Project Substantial Completion	0		07-Oct-21	0
PRECONSTRUCTION		432	07-May-19 A	21-Jan-21	112
Design Team		136	07-May-19 A	15-Nov-19 A	
A3130	Project Program Review from ACCD	38	07-May-19 A	27-Jun-19 A	
A3080	100% Schematic Design Documents	20	28-Jun-19 A	26-Jul-19 A	
A3090	100% Design Documents	24	29-Jul-19 A	29-Aug-19 A	
A3100	50% Construction Documents	22	30-Aug-19 A	01-Oct-19 A	
A3110	100% Construction Documents	33	02-Oct-19 A	15-Nov-19 A	
Vaughn Construction		375	29-Jul-19 A	21-Jan-21	112

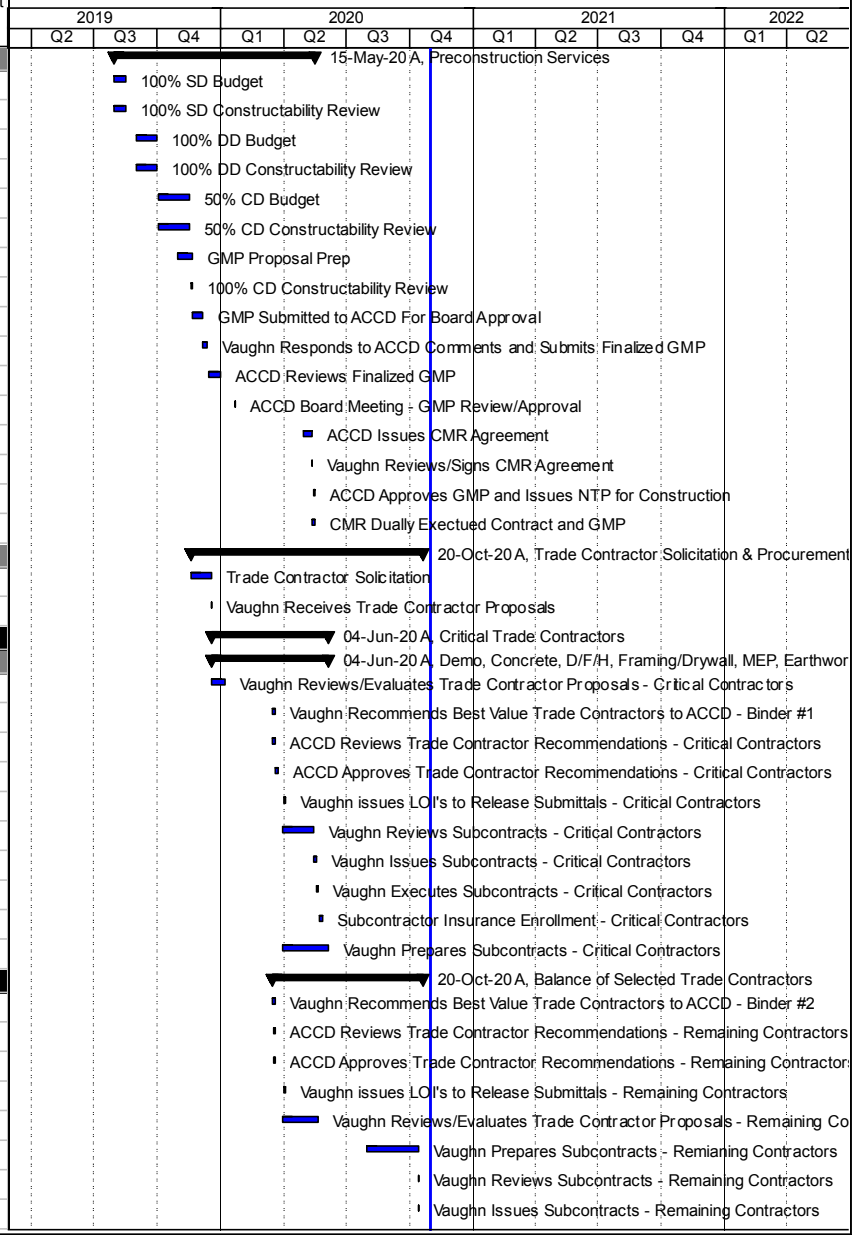


Actual Work Critical Summary

Normal Activity Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Preconstruction Services		204	29-Jul-19 A	15-May-20 A	
A1190	100% SD Budget	15	29-Jul-19 A	16-Aug-19 A	
A2050	100% SD Constructability Review	15	29-Jul-19 A	16-Aug-19 A	
A2270	100% DD Budget	20	30-Aug-19 A	30-Sep-19 A	
A2280	100% DD Constructability Review	20	30-Aug-19 A	30-Sep-19 A	
A2290	50% CD Budget	34	01-Oct-19 A	15-Nov-19 A	
A2300	50% CD Constructability Review	34	01-Oct-19 A	15-Nov-19 A	
A2310	GMP Proposal Prep	12	30-Oct-19 A	20-Nov-19 A	
A2320	100% CD Constructability Review	3	18-Nov-19 A	20-Nov-19 A	
A1200	GMP Submitted to ACCD For Board Approval	9	21-Nov-19 A	05-Dec-19 A	
A1220	Vaughn Responds to ACCD Comments and Submits Finalized GMP	5	06-Dec-19 A	12-Dec-19 A	
A1230	ACCD Reviews Finalized GMP	10	13-Dec-19 A	30-Dec-19 A	
A1210	ACCD Board Meeting - GMP Review/Approval	1	21-Jan-20 A	21-Jan-20 A	
A1250	ACCD Issues CMR Agreement	8	30-Apr-20 A	11-May-20 A	
A1260	Vaughn Reviews/Signs CMR Agreement	1	12-May-20 A	12-May-20 A	
A1240	ACCD Approves GMP and Issues NTP for Construction	1	15-May-20 A	15-May-20 A	
A1270	CMR Dually Exectued Contract and GMP	3	13-May-20 A	15-May-20 A	
Trade Contractor Solicitation & Procurement		233	19-Nov-19 A	20-Oct-20 A	
A3170	Trade Contractor Solicitation	20	19-Nov-19 A	18-Dec-19 A	
A3180	Vaughn Receives Trade Contractor Proposals	1	18-Dec-19 A	18-Dec-19 A	
Critical Trade Contractors		111	18-Dec-19 A	04-Jun-20 A	
Demo, Concrete, D/F/H, Framing/Drywall, MEP, Earthwork		111	18-Dec-19 A	04-Jun-20 A	
A3370	Vaughn Reviews/Evaluates Trade Contractor Proposals - Critical Contr	12	18-Dec-19 A	07-Jan-20 A	
A3380	Vaughn Recommends Best Value Trade Contractors to ACCD - Binder	1	16-Mar-20 A	20-Mar-20 A	
A3410	ACCD Reviews Trade Contractor Recommendations - Critical Contract	5	16-Mar-20 A	20-Mar-20 A	
A3420	ACCD Approves Trade Contractor Recommendations - Critical Contra	3	20-Mar-20 A	24-Mar-20 A	
A3430	Vaughn issues LOI's to Release Submittals - Critical Contractors	2	01-Apr-20 A	02-Apr-20 A	
A8520	Vaughn Reviews Subcontracts - Critical Contractors	3	30-Mar-20 A	14-May-20 A	
A3620	Vaughn Issues Subcontracts - Critical Contractors	2	15-May-20 A	18-May-20 A	
A8530	Vaughn Executes Subcontracts - Critical Contractors	3	19-May-20 A	21-May-20 A	
A8540	Subcontractor Insurance Enrollment - Critical Contractors	2	22-May-20 A	26-May-20 A	
A8510	Vaughn Prepares Subcontracts - Critical Contractors	4	30-Mar-20 A	04-Jun-20 A	
Balance of Selected Trade Contractors		152	16-Mar-20 A	20-Oct-20 A	
A3450	Vaughn Recommends Best Value Trade Contractors to ACCD - Binder	1	16-Mar-20 A	20-Mar-20 A	
A3460	ACCD Reviews Trade Contractor Recommendations - Remaining Cont	5	18-Mar-20 A	20-Mar-20 A	
A3470	ACCD Approves Trade Contractor Recommendations - Remaining Cor	3	18-Mar-20 A	20-Mar-20 A	
A3480	Vaughn issues LOI's to Release Submittals - Remaining Contractors	2	02-Apr-20 A	03-Apr-20 A	
A3440	Vaughn Reviews/Evaluates Trade Contractor Proposals - Remaining C	15	31-Mar-20 A	20-May-20 A	
A8550	Vaughn Prepares Subcontracts - Remianing Contractors	4	31-Jul-20 A	12-Oct-20 A	
A8560	Vaughn Reviews Subcontracts - Remaining Contractors	0	13-Oct-20 A	13-Oct-20 A	
A8570	Vaughn Issues Subcontracts - Remaining Contractors	0	13-Oct-20 A	13-Oct-20 A	

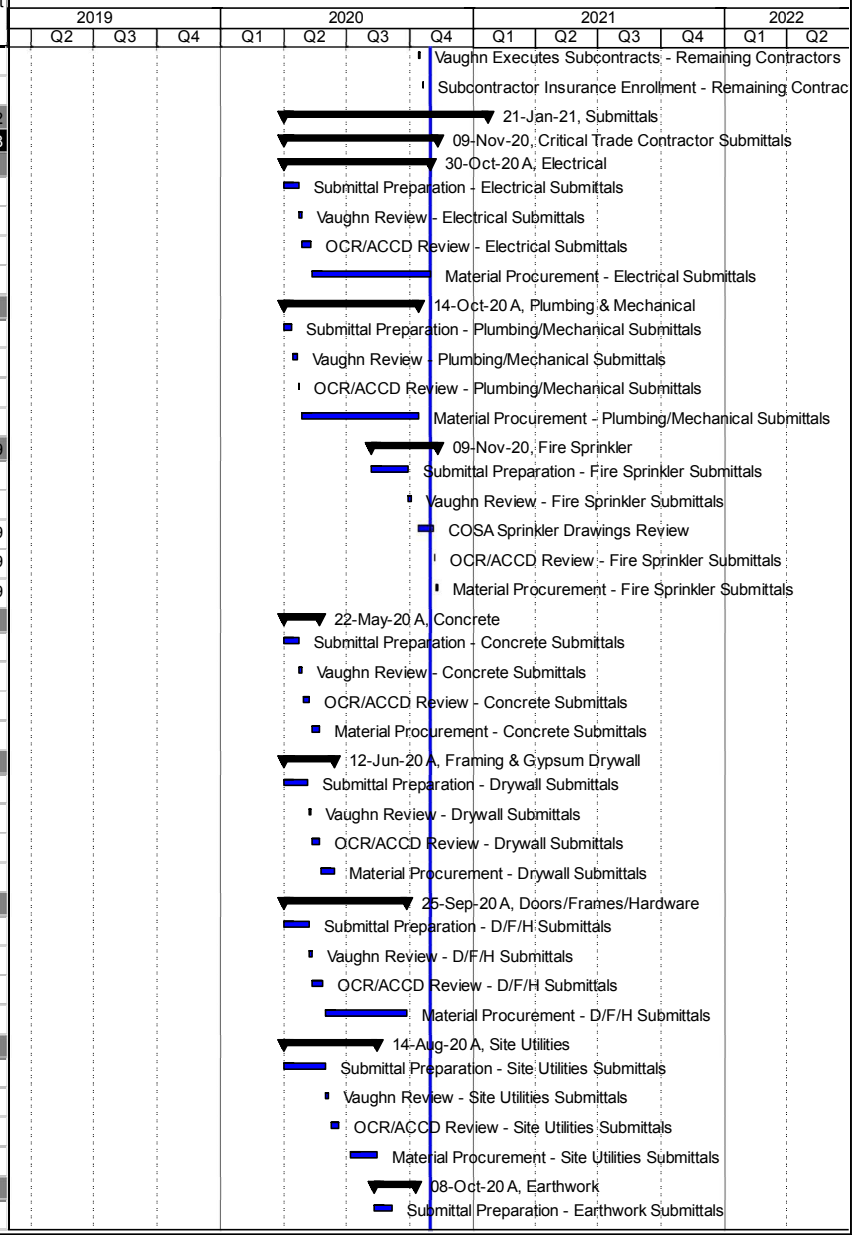


Actual Work Critical Summary

Normal Activity Milestone

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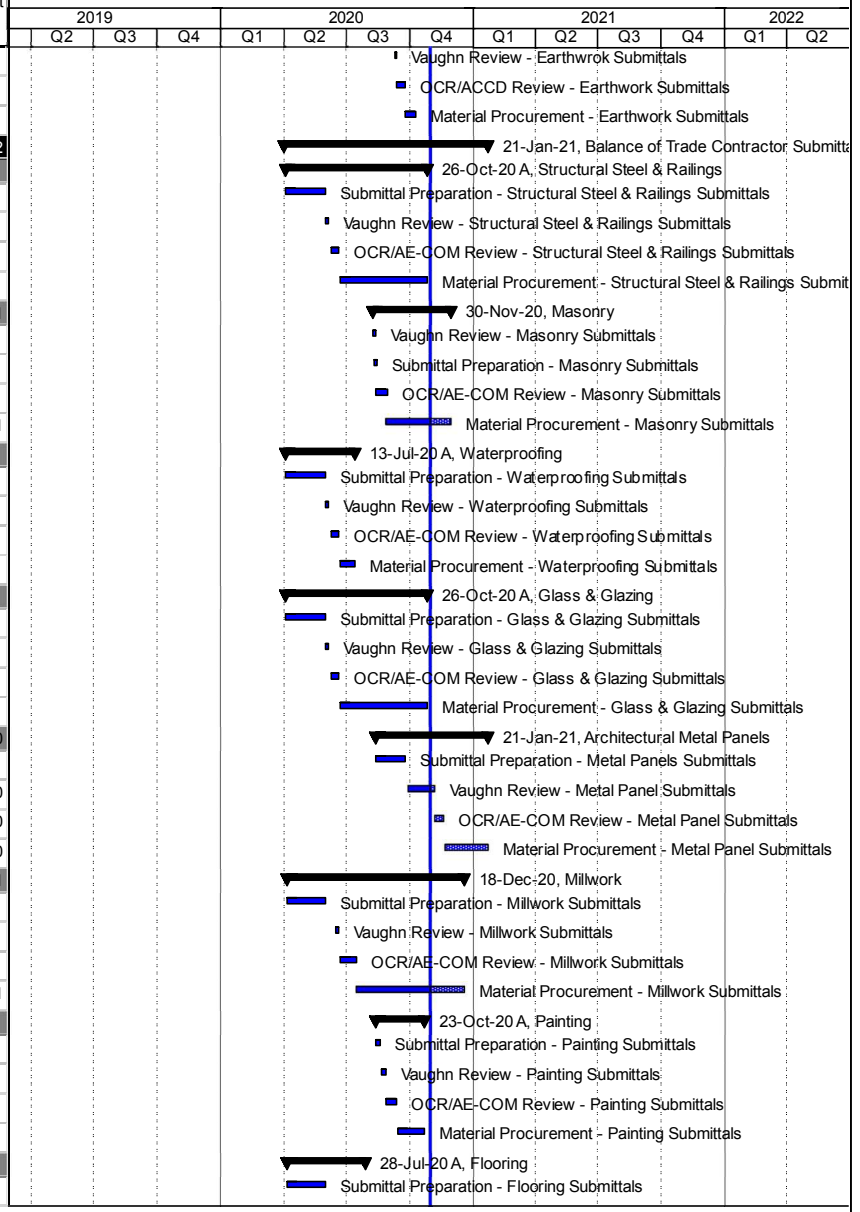
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A8580	Vaughn Executes Subcontracts - Remaining Contractors	4	13-Oct-20 A	16-Oct-20 A	
A8590	Subcontractor Insurance Enrollment - Remaining Contractors	2	19-Oct-20 A	20-Oct-20 A	
Submittals		204	01-Apr-20 A	21-Jan-21	112
Critical Trade Contractor Submittals		156	01-Apr-20 A	09-Nov-20	138
Electrical		80	01-Apr-20 A	30-Oct-20 A	
A1950	Submittal Preparation - Electrical Submittals	15	01-Apr-20 A	22-Apr-20 A	
A1960	Vaughn Review - Electrical Submittals	5	23-Apr-20 A	27-Apr-20 A	
A1970	OCR/ACCD Review - Electrical Submittals	10	28-Apr-20 A	11-May-20 A	
A1980	Material Procurement - Electrical Submittals	50	13-May-20 A	30-Oct-20 A	
Plumbing & Mechanical		85	01-Apr-20 A	14-Oct-20 A	
A1870	Submittal Preparation - Plumbing/Mechanical Submittals	10	01-Apr-20 A	13-Apr-20 A	
A1880	Vaughn Review - Plumbing/Mechanical Submittals	5	14-Apr-20 A	21-Apr-20 A	
A1890	OCR/ACCD Review - Plumbing/Mechanical Submittals	10	22-Apr-20 A	24-Apr-20 A	
A1900	Material Procurement - Plumbing/Mechanical Submittals	35	27-Apr-20 A	14-Oct-20 A	
Fire Sprinkler		71	06-Aug-20 A	09-Nov-20	39
A1830	Submittal Preparation - Fire Sprinkler Submittals	20	06-Aug-20 A	29-Sep-20 A	
A1840	Vaughn Review - Fire Sprinkler Submittals	3	29-Sep-20 A	02-Oct-20 A	
A12140	COSA Sprinkler Drawings Review	15	14-Oct-20 A	04-Nov-20	39
A1850	OCR/ACCD Review - Fire Sprinkler Submittals	2	05-Nov-20	06-Nov-20	39
A1860	Material Procurement - Fire Sprinkler Submittals	1	09-Nov-20	09-Nov-20	39
Concrete		55	01-Apr-20 A	22-May-20 A	
A1470	Submittal Preparation - Concrete Submittals	5	01-Apr-20 A	22-Apr-20 A	
A1480	Vaughn Review - Concrete Submittals	5	23-Apr-20 A	28-Apr-20 A	
A1490	OCR/ACCD Review - Concrete Submittals	10	29-Apr-20 A	08-May-20 A	
A1500	Material Procurement - Concrete Submittals	10	11-May-20 A	22-May-20 A	
Framing & Gypsum Drywall		65	02-Apr-20 A	12-Jun-20 A	
A1670	Submittal Preparation - Drywall Submittals	5	02-Apr-20 A	06-May-20 A	
A1680	Vaughn Review - Drywall Submittals	5	07-May-20 A	11-May-20 A	
A1690	OCR/ACCD Review - Drywall Submittals	10	12-May-20 A	22-May-20 A	
A1700	Material Procurement - Drywall Submittals	10	25-May-20 A	12-Jun-20 A	
Doors/Frames/Hardware		96	02-Apr-20 A	25-Sep-20 A	
A1750	Submittal Preparation - D/F/H Submittals	15	02-Apr-20 A	07-May-20 A	
A1760	Vaughn Review - D/F/H Submittals	5	08-May-20 A	12-May-20 A	
A1770	OCR/ACCD Review - D/F/H Submittals	10	13-May-20 A	27-May-20 A	
A1780	Material Procurement - D/F/H Submittals	40	01-Jun-20 A	25-Sep-20 A	
Site Utilities		75	02-Apr-20 A	14-Aug-20 A	
A1430	Submittal Preparation - Site Utilities Submittals	7	02-Apr-20 A	01-Jun-20 A	
A1440	Vaughn Review - Site Utilities Submittals	5	01-Jun-20 A	05-Jun-20 A	
A1450	OCR/ACCD Review - Site Utilities Submittals	10	08-Jun-20 A	19-Jun-20 A	
A1460	Material Procurement - Site Utilities Submittals	15	07-Jul-20 A	14-Aug-20 A	
Earthwork		43	10-Aug-20 A	08-Oct-20 A	
A1390	Submittal Preparation - Earthwork Submittals	5	10-Aug-20 A	04-Sep-20 A	



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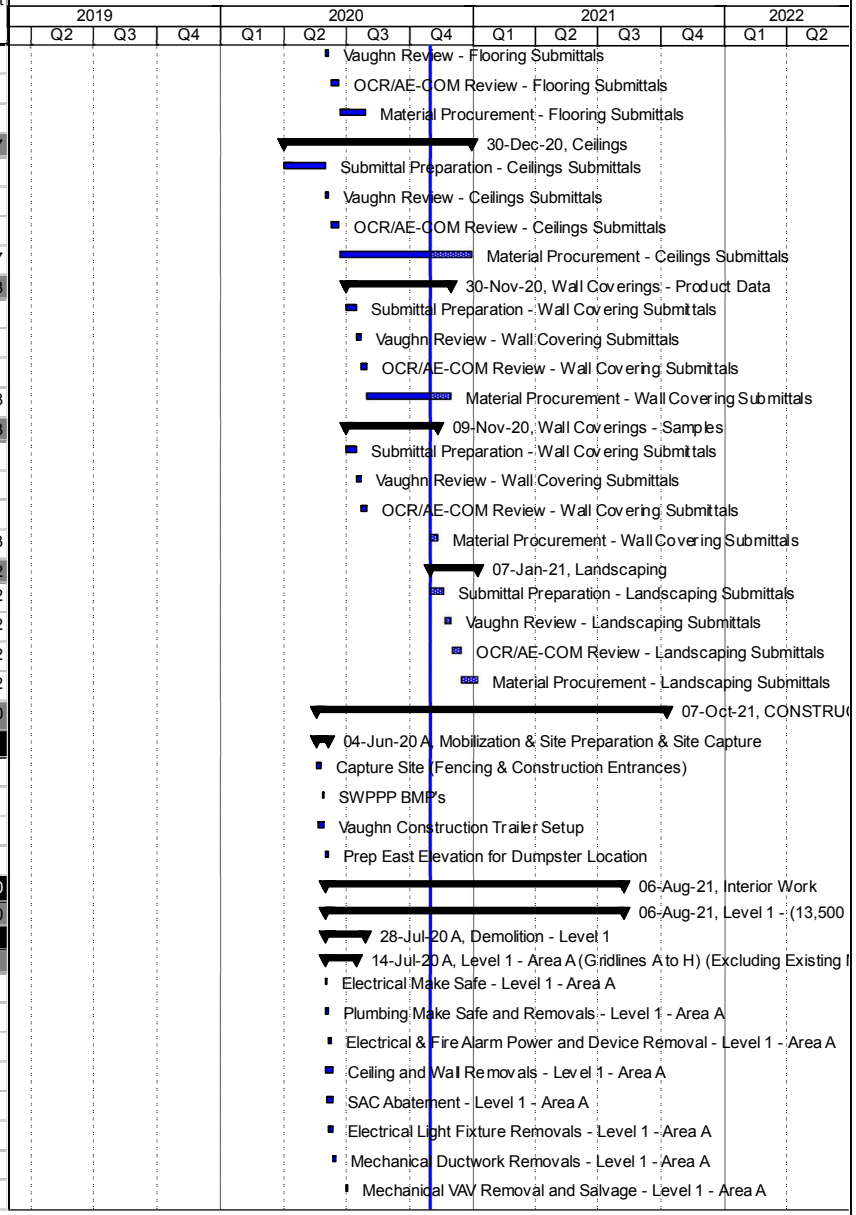
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A1400	Vaughn Review - Earthwrok Submittals	3	08-Sep-20 A	10-Sep-20 A	
A1410	OCR/ACCD Review - Earthwork Submittals	10	11-Sep-20 A	24-Sep-20 A	
A1420	Material Procurement - Earthwork Submittals	10	25-Sep-20 A	08-Oct-20 A	
Balance of Trade Contractor Submittals		202	01-Apr-20 A	21-Jan-21	112
Structural Steel & Railings		100	03-Apr-20 A	26-Oct-20 A	
A1550	Submittal Preparation - Structural Steel & Railings Submittals	10	03-Apr-20 A	01-Jun-20 A	
A1560	Vaughn Review - Structural Steel & Railings Submittals	5	01-Jun-20 A	05-Jun-20 A	
A1570	OCR/AE-COM Review - Structural Steel & Railings Submittals	10	08-Jun-20 A	19-Jun-20 A	
A1580	Material Procurement - Structural Steel & Railings Submittals	45	22-Jun-20 A	26-Oct-20 A	
Masonry		36	07-Aug-20 A	30-Nov-20	121
A1520	Vaughn Review - Masonry Submittals	3	07-Aug-20 A	11-Aug-20 A	
A1510	Submittal Preparation - Masonry Submittals	5	10-Aug-20 A	14-Aug-20 A	
A1530	OCR/AE-COM Review - Masonry Submittals	10	12-Aug-20 A	28-Aug-20 A	
A1540	Material Procurement - Masonry Submittals	20	28-Aug-20 A	30-Nov-20	121
Waterproofing		45	03-Apr-20 A	13-Jul-20 A	
A1630	Submittal Preparation - Waterproofing Submittals	7	03-Apr-20 A	01-Jun-20 A	
A1640	Vaughn Review - Waterproofing Submittals	5	01-Jun-20 A	05-Jun-20 A	
A1650	OCR/AE-COM Review - Waterproofing Submittals	10	08-Jun-20 A	19-Jun-20 A	
A1660	Material Procurement - Waterproofing Submittals	15	22-Jun-20 A	13-Jul-20 A	
Glass & Glazing		105	03-Apr-20 A	26-Oct-20 A	
A2900	Submittal Preparation - Glass & Glazing Submittals	10	03-Apr-20 A	01-Jun-20 A	
A2910	Vaughn Review - Glass & Glazing Submittals	5	01-Jun-20 A	05-Jun-20 A	
A2920	OCR/AE-COM Review - Glass & Glazing Submittals	10	08-Jun-20 A	19-Jun-20 A	
A2930	Material Procurement - Glass & Glazing Submittals	50	22-Jun-20 A	26-Oct-20 A	
Architectural Metal Panels		111	12-Aug-20 A	21-Jan-21	70
A1590	Submittal Preparation - Metal Panels Submittals	15	12-Aug-20 A	25-Sep-20 A	
A1600	Vaughn Review - Metal Panel Submittals	5	28-Sep-20 A	05-Nov-20	70
A1610	OCR/AE-COM Review - Metal Panel Submittals	10	06-Nov-20	19-Nov-20	70
A1620	Material Procurement - Metal Panel Submittals	40	20-Nov-20	21-Jan-21	70
Millwork		110	06-Apr-20 A	18-Dec-20	91
A3500	Submittal Preparation - Millwork Submittals	15	06-Apr-20 A	01-Jun-20 A	
A3510	Vaughn Review - Millwork Submittals	5	15-Jun-20 A	19-Jun-20 A	
A3520	OCR/AE-COM Review - Millwork Submittals	10	22-Jun-20 A	14-Jul-20 A	
A3530	Material Procurement - Millwork Submittals	40	15-Jul-20 A	18-Dec-20	91
Painting		31	13-Aug-20 A	23-Oct-20 A	
A1710	Submittal Preparation - Painting Submittals	5	13-Aug-20 A	19-Aug-20 A	
A1720	Vaughn Review - Painting Submittals	5	20-Aug-20 A	26-Aug-20 A	
A1730	OCR/AE-COM Review - Painting Submittals	10	27-Aug-20 A	11-Sep-20 A	
A1740	Material Procurement - Painting Submittals	10	14-Sep-20 A	23-Oct-20 A	
Flooring		51	06-Apr-20 A	28-Jul-20 A	
A1790	Submittal Preparation - Flooring Submittals	10	06-Apr-20 A	01-Jun-20 A	



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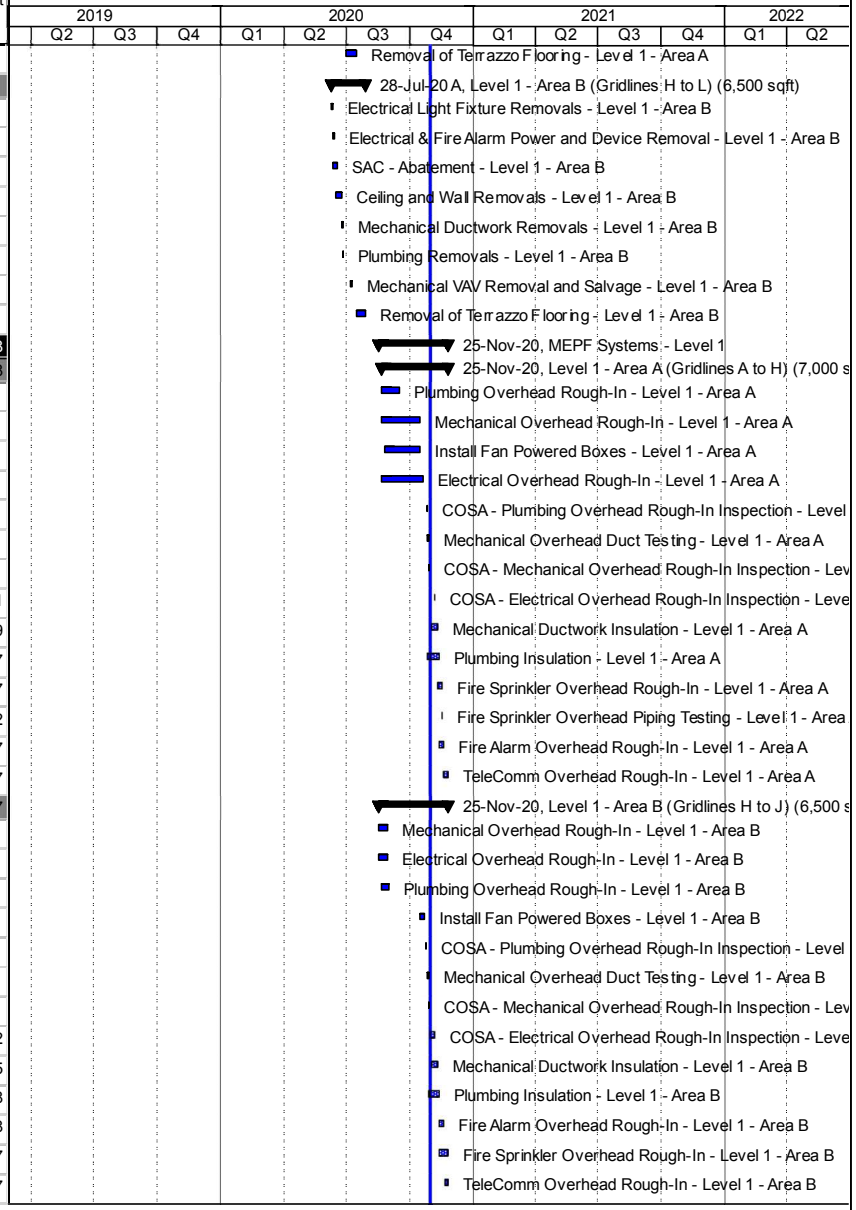
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A1800	Vaughn Review - Flooring Submittals	5	01-Jun-20 A	05-Jun-20 A	
A1810	OCR/AE-COM Review - Flooring Submittals	10	08-Jun-20 A	19-Jun-20 A	
A1820	Material Procurement - Flooring Submittals	20	22-Jun-20 A	28-Jul-20 A	
Ceilings		81	01-Apr-20 A	30-Dec-20	57
A3540	Submittal Preparation - Ceilings Submittals	15	01-Apr-20 A	01-Jun-20 A	
A3550	Vaughn Review - Ceilings Submittals	5	01-Jun-20 A	05-Jun-20 A	
A3560	OCR/AE-COM Review - Ceilings Submittals	10	08-Jun-20 A	19-Jun-20 A	
A3570	Material Procurement - Ceilings Submittals	50	22-Jun-20 A	30-Dec-20	57
Wall Coverings - Product Data		72	30-Jun-20 A	30-Nov-20	118
A3580	Submittal Preparation - Wall Covering Submittals	10	30-Jun-20 A	14-Jul-20 A	
A3590	Vaughn Review - Wall Covering Submittals	5	15-Jul-20 A	21-Jul-20 A	
A3600	OCR/AE-COM Review - Wall Covering Submittals	7	22-Jul-20 A	31-Jul-20 A	
A3610	Material Procurement - Wall Covering Submittals	50	31-Jul-20 A	30-Nov-20	118
Wall Coverings - Samples		93	30-Jun-20 A	09-Nov-20	113
A12100	Submittal Preparation - Wall Covering Submittals	10	30-Jun-20 A	14-Jul-20 A	
A12110	Vaughn Review - Wall Covering Submittals	5	15-Jul-20 A	21-Jul-20 A	
A12120	OCR/AE-COM Review - Wall Covering Submittals	7	22-Jul-20 A	31-Jul-20 A	
A12130	Material Procurement - Wall Covering Submittals	7	30-Oct-20	09-Nov-20	113
Landscaping		45	30-Oct-20	07-Jan-21	122
A1990	Submittal Preparation - Landscaping Submittals	15	30-Oct-20	19-Nov-20	122
A2000	Vaughn Review - Landscaping Submittals	5	20-Nov-20	30-Nov-20	122
A2010	OCR/AE-COM Review - Landscaping Submittals	10	01-Dec-20	14-Dec-20	122
A2020	Material Procurement - Landscaping Submittals	15	15-Dec-20	07-Jan-21	122
CONSTRUCTION - (35,000 sqft)		344	18-May-20 A	07-Oct-21	0
Mobilization & Site Preparation & Site Capture		10	18-May-20 A	04-Jun-20 A	
A3630	Capture Site (Fencing & Construction Entrances)	6	18-May-20 A	26-May-20 A	
A3640	SWPPP BMP's	2	28-May-20 A	29-May-20 A	
A3650	Vaughn Construction Trailer Setup	7	21-May-20 A	29-May-20 A	
A3780	Prep East Elevation for Dumpster Location	4	01-Jun-20 A	04-Jun-20 A	
Interior Work		301	01-Jun-20 A	06-Aug-21	0
Level 1 - (13,500 sqft)		301	01-Jun-20 A	06-Aug-21	0
Demolition - Level 1		41	01-Jun-20 A	28-Jul-20 A	
Level 1 - Area A (Gridlines A to H) (Excluding Existing MDF) (7,000 sqft)		31	01-Jun-20 A	14-Jul-20 A	
A4110	Electrical Make Safe - Level 1 - Area A	2	01-Jun-20 A	02-Jun-20 A	
A4130	Plumbing Make Safe and Removals - Level 1 - Area A	4	01-Jun-20 A	04-Jun-20 A	
A4140	Electrical & Fire Alarm Power and Device Removal - Level 1 - Area A	2	05-Jun-20 A	08-Jun-20 A	
A4150	Ceiling and Wall Removals - Level 1 - Area A	8	01-Jun-20 A	10-Jun-20 A	
A4260	SAC Abatement - Level 1 - Area A	6	03-Jun-20 A	10-Jun-20 A	
A4120	Electrical Light Fixture Removals - Level 1 - Area A	3	05-Jun-20 A	12-Jun-20 A	
A4160	Mechanical Ductwork Removals - Level 1 - Area A	3	11-Jun-20 A	15-Jun-20 A	
A4170	Mechanical VAV Removal and Salvage - Level 1 - Area A	3	30-Jun-20 A	02-Jul-20 A	



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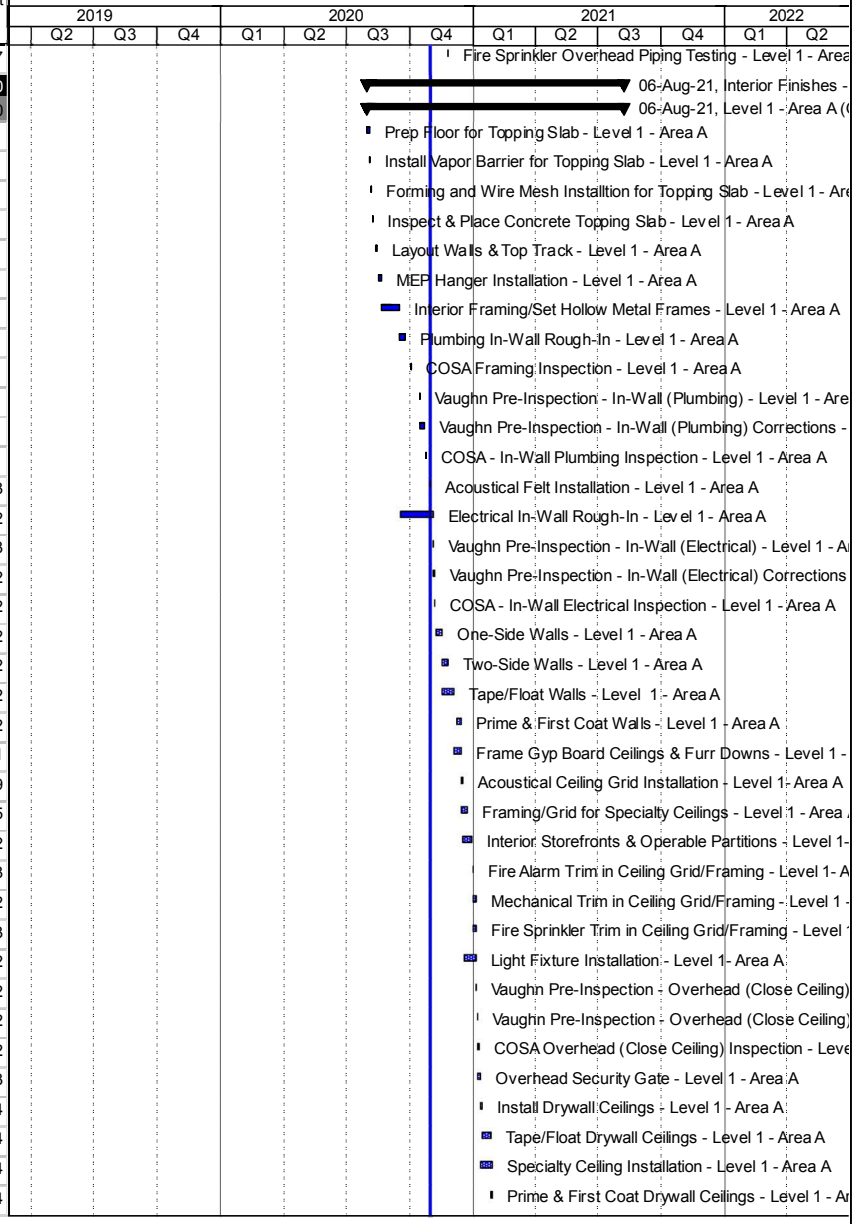
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A4180	Removal of Terrazzo Flooring - Level 1 - Area A	10	30-Jun-20 A	14-Jul-20 A	
Level 1 - Area B (Gridlines H to L) (6,500 sqft)		35	09-Jun-20 A	28-Jul-20 A	
A4200	Electrical Light Fixture Removals - Level 1 - Area B	2	09-Jun-20 A	10-Jun-20 A	
A4210	Electrical & Fire Alarm Power and Device Removal - Level 1 - Area B	2	11-Jun-20 A	12-Jun-20 A	
A4370	SAC - Abatement - Level 1 - Area B	6	11-Jun-20 A	18-Jun-20 A	
A4220	Ceiling and Wall Removals - Level 1 - Area B	8	15-Jun-20 A	24-Jun-20 A	
A4230	Mechanical Ductwork Removals - Level 1 - Area B	3	24-Jun-20 A	26-Jun-20 A	
A4190	Plumbing Removals - Level 1 - Area B	2	25-Jun-20 A	26-Jun-20 A	
A4240	Mechanical VAV Removal and Salvage - Level 1 - Area B	3	06-Jul-20 A	08-Jul-20 A	
A4250	Removal of Terrazzo Flooring - Level 1 - Area B	10	15-Jul-20 A	28-Jul-20 A	
MEPF Systems - Level 1		72	17-Aug-20 A	25-Nov-20	98
Level 1 - Area A (Gridlines A to H) (7,000 sqft)		69	20-Aug-20 A	25-Nov-20	98
A10340	Plumbing Overhead Rough-In - Level 1 - Area A	15	20-Aug-20 A	16-Sep-20 A	
A10270	Mechanical Overhead Rough-In - Level 1 - Area A	10	20-Aug-20 A	16-Oct-20 A	
A10280	Install Fan Powered Boxes - Level 1 - Area A	8	24-Aug-20 A	16-Oct-20 A	
A10320	Electrical Overhead Rough-In - Level 1 - Area A	13	20-Aug-20 A	20-Oct-20 A	
A10360	COSA - Plumbing Overhead Rough-In Inspection - Level 1 - Area A	1	26-Oct-20 A	26-Oct-20 A	
A10290	Mechanical Overhead Duct Testing - Level 1 - Area A	1	27-Oct-20 A	27-Oct-20 A	
A10300	COSA - Mechanical Overhead Rough-In Inspection - Level 1 - Area A	1	28-Oct-20 A	28-Oct-20 A	
A10330	COSA - Electrical Overhead Rough-In Inspection - Level 1 - Area A	1	06-Nov-20	06-Nov-20	101
A10310	Mechanical Ductwork Insulation - Level 1 - Area A	7	02-Nov-20	10-Nov-20	109
A10370	Plumbing Insulation - Level 1 - Area A	10	26-Oct-20 A	12-Nov-20	97
A10250	Fire Sprinkler Overhead Rough-In - Level 1 - Area A	5	10-Nov-20	16-Nov-20	97
A10260	Fire Sprinkler Overhead Piping Testing - Level 1 - Area A	1	17-Nov-20	17-Nov-20	102
A10380	Fire Alarm Overhead Rough-In - Level 1 - Area A	4	13-Nov-20	18-Nov-20	97
A10390	TeleComm Overhead Rough-In - Level 1 - Area A	5	19-Nov-20	25-Nov-20	97
Level 1 - Area B (Gridlines H to J) (6,500 sqft)		72	17-Aug-20 A	25-Nov-20	97
A10420	Mechanical Overhead Rough-In - Level 1 - Area B	10	17-Aug-20 A	28-Aug-20 A	
A10470	Electrical Overhead Rough-In - Level 1 - Area B	10	17-Aug-20 A	28-Aug-20 A	
A10490	Plumbing Overhead Rough-In - Level 1 - Area B	6	20-Aug-20 A	31-Aug-20 A	
A10430	Install Fan Powered Boxes - Level 1 - Area B	0	16-Oct-20 A	21-Oct-20 A	
A10510	COSA - Plumbing Overhead Rough-In Inspection - Level 1 - Area B	1	23-Oct-20 A	23-Oct-20 A	
A10440	Mechanical Overhead Duct Testing - Level 1 - Area B	1	27-Oct-20 A	27-Oct-20 A	
A10450	COSA - Mechanical Overhead Rough-In Inspection - Level 1 - Area B	1	29-Oct-20 A	29-Oct-20 A	
A10480	COSA - Electrical Overhead Rough-In Inspection - Level 1 - Area B	6	30-Oct-20	06-Nov-20	102
A10460	Mechanical Ductwork Insulation - Level 1 - Area B	7	02-Nov-20	10-Nov-20	95
A10520	Plumbing Insulation - Level 1 - Area B	4	29-Oct-20 A	12-Nov-20	98
A10530	Fire Alarm Overhead Rough-In - Level 1 - Area B	4	13-Nov-20	18-Nov-20	98
A10400	Fire Sprinkler Overhead Rough-In - Level 1 - Area B	8	13-Nov-20	24-Nov-20	97
A10540	TeleComm Overhead Rough-In - Level 1 - Area B	4	20-Nov-20	25-Nov-20	97



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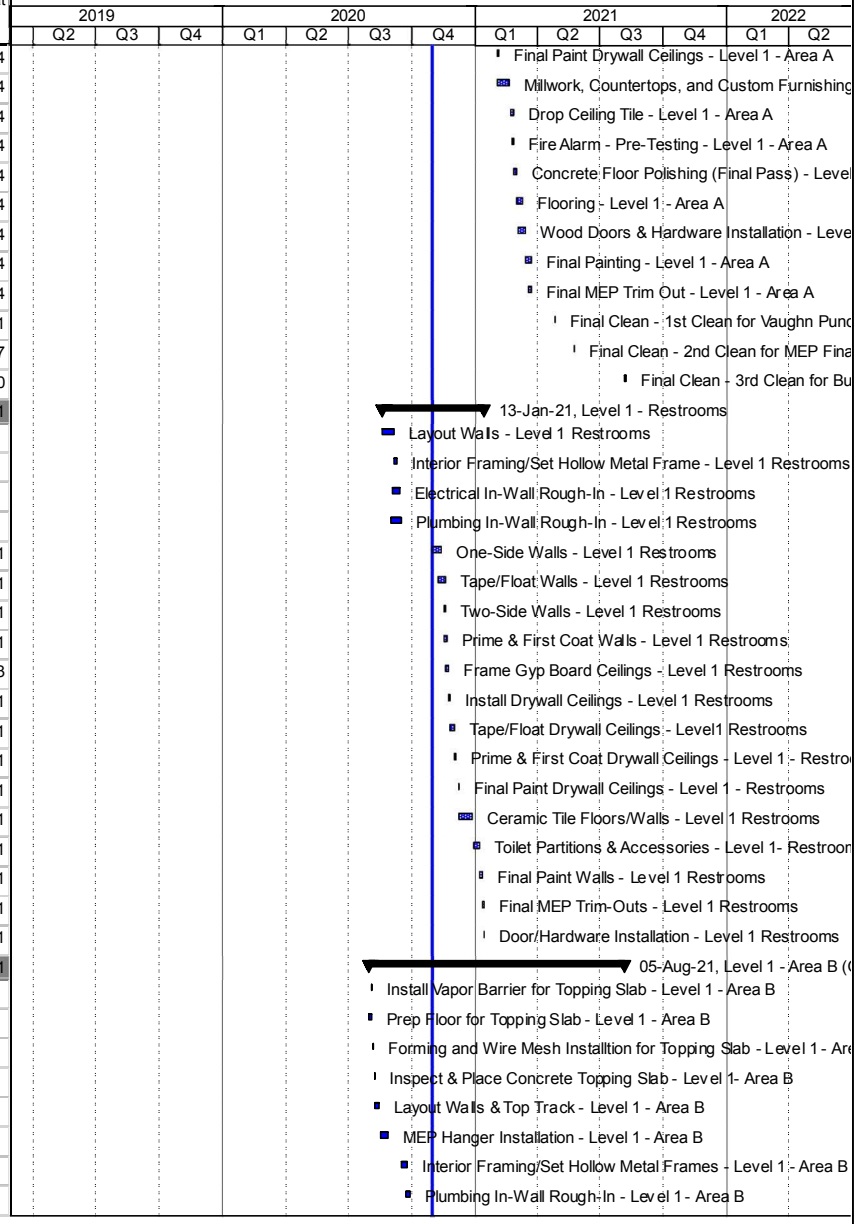
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A10410	Fire Sprinkler Overhead Piping Testing - Level 1 - Area B	1	25-Nov-20	25-Nov-20	97
Interior Finishes - Level 1		258	31-Jul-20 A	06-Aug-21	0
Level 1 - Area A (Gridlines A to H) (7,000 sqft)		258	31-Jul-20 A	06-Aug-21	0
A10560	Prep Floor for Topping Slab - Level 1 - Area A	2	31-Jul-20 A	03-Aug-20 A	
A10550	Install Vapor Barrier for Topping Slab - Level 1 - Area A	1	04-Aug-20 A	04-Aug-20 A	
A10570	Forming and Wire Mesh Installtion for Topping Slab - Level 1 - Area A	2	05-Aug-20 A	06-Aug-20 A	
A10580	Inspect & Place Concrete Topping Slab - Level 1 - Area A	1	07-Aug-20 A	07-Aug-20 A	
A10590	Layout Walls & Top Track - Level 1 - Area A	3	12-Aug-20 A	14-Aug-20 A	
A12020	MEP Hanger Installation - Level 1 - Area A	4	17-Aug-20 A	20-Aug-20 A	
A10600	Interior Framing/Set Hollow Metal Frames - Level 1 - Area A	12	20-Aug-20 A	16-Sep-20 A	
A10860	Plumbing In-Wall Rough-In - Level 1 - Area A	8	16-Sep-20 A	23-Sep-20 A	
A10850	COSA Framing Inspection - Level 1 - Area A	0	02-Oct-20 A	02-Oct-20 A	
A10990	Vaughn Pre-Inspection - In-Wall (Plumbing) - Level 1 - Area A	1	15-Oct-20 A	15-Oct-20 A	
A11200	Vaughn Pre-Inspection - In-Wall (Plumbing) Corrections - Level 1 - Area	5	16-Oct-20 A	21-Oct-20 A	
A10880	COSA - In-Wall Plumbing Inspection - Level 1 - Area A	1	23-Oct-20 A	23-Oct-20 A	
A12030	Acoustical Felt Installation - Level 1 - Area A	1	30-Oct-20	30-Oct-20	103
A10760	Electrical In-Wall Rough-In - Level 1 - Area A	15	17-Sep-20 A	03-Nov-20	72
A10830	Vaughn Pre-Inspection - In-Wall (Electrical) - Level 1 - Area A	1	04-Nov-20	04-Nov-20	73
A10840	Vaughn Pre-Inspection - In-Wall (Electrical) Corrections - Level 1 - Area	2	04-Nov-20	05-Nov-20	72
A10870	COSA - In-Wall Electrical Inspection - Level 1 - Area A	1	06-Nov-20	06-Nov-20	72
A10620	One-Side Walls - Level 1 - Area A	6	09-Nov-20	16-Nov-20	72
A10640	Two-Side Walls - Level 1 - Area A	8	16-Nov-20	25-Nov-20	72
A10630	Tape/Float Walls - Level 1 - Area A	12	17-Nov-20	04-Dec-20	72
A10890	Prime & First Coat Walls - Level 1 - Area A	6	07-Dec-20	14-Dec-20	72
A10610	Frame Gyp Board Ceilings & Furr Downs - Level 1 - Area A	8	04-Dec-20	15-Dec-20	81
A10770	Acoustical Ceiling Grid Installation - Level 1- Area A	3	15-Dec-20	17-Dec-20	79
A10800	Framing/Grid for Specialty Ceilings - Level 1 - Area A	7	15-Dec-20	23-Dec-20	75
A10730	Interior Storefronts & Operable Partitions - Level 1- Area A	8	17-Dec-20	30-Dec-20	72
A10920	Fire Alarm Trim in Ceiling Grid/Framing - Level 1- Area A	1	31-Dec-20	31-Dec-20	73
A10900	Mechanical Trim in Ceiling Grid/Framing - Level 1 - Area A	2	31-Dec-20	04-Jan-21	72
A10910	Fire Sprinkler Trim in Ceiling Grid/Framing - Level 1 - Area A	2	31-Dec-20	04-Jan-21	73
A10690	Light Fixture Installation - Level 1- Area A	10	18-Dec-20	05-Jan-21	72
A10930	Vaughn Pre-Inspection - Overhead (Close Ceiling) - Level 1 - Area A	1	05-Jan-21	05-Jan-21	72
A10940	Vaughn Pre-Inspection - Overhead (Close Ceiling) Corrections - Level	2	06-Jan-21	07-Jan-21	72
A10680	COSA Overhead (Close Ceiling) Inspection - Level 1 - Area A	1	08-Jan-21	08-Jan-21	72
A10740	Overhead Security Gate - Level 1 - Area A	4	06-Jan-21	11-Jan-21	103
A10780	Install Drywall Ceilings - Level 1 - Area A	3	11-Jan-21	13-Jan-21	74
A10950	Tape/Float Drywall Ceilings - Level 1 - Area A	8	14-Jan-21	25-Jan-21	74
A10790	Specialty Ceiling Installation - Level 1 - Area A	15	11-Jan-21	29-Jan-21	74
A10960	Prime & First Coat Drywall Ceilings - Level 1 - Area A	4	26-Jan-21	29-Jan-21	74



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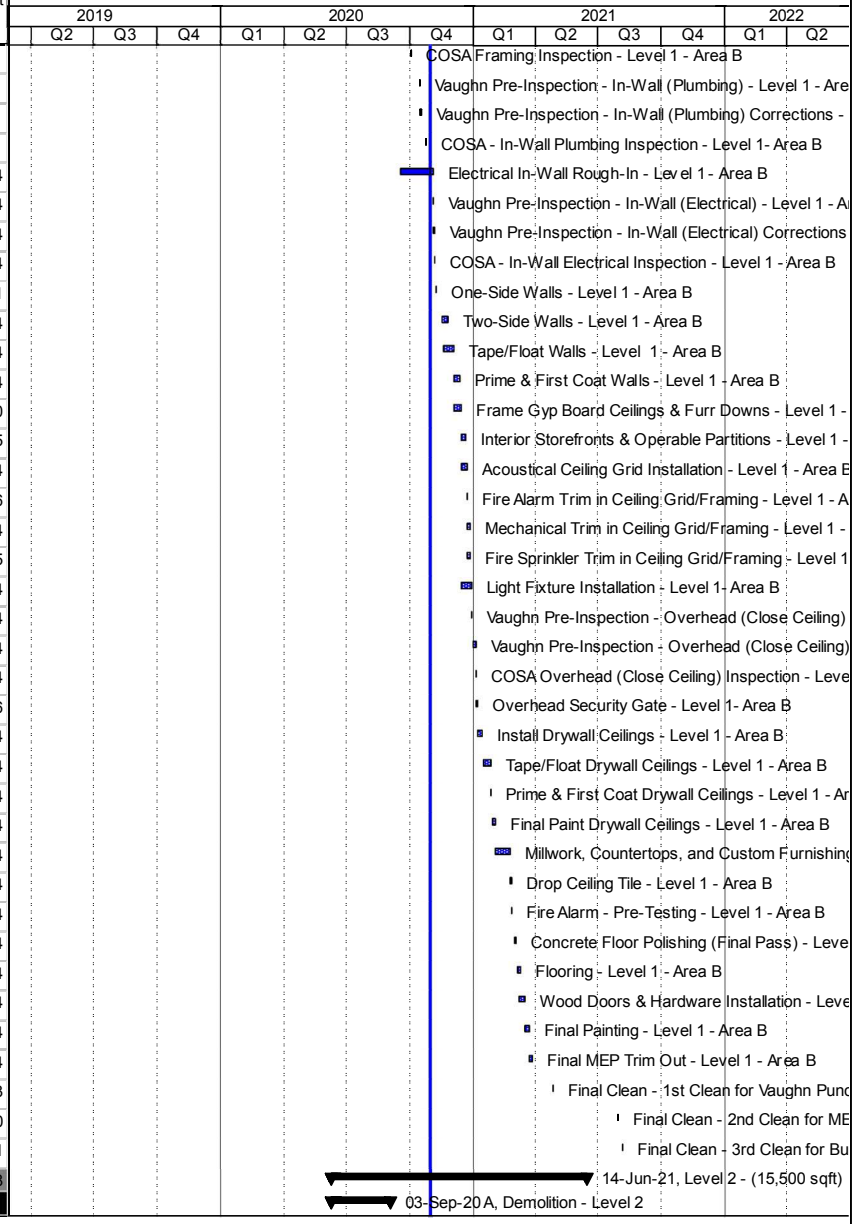
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A10970	Final Paint Drywall Ceilings - Level 1 - Area A	3	01-Feb-21	03-Feb-21	84
A10710	Millwork, Countertops, and Custom Furnishings - Level 1 - Area A	15	01-Feb-21	19-Feb-21	74
A10700	Drop Ceiling Tile - Level 1 - Area A	3	22-Feb-21	24-Feb-21	74
A10810	Fire Alarm - Pre-Testing - Level 1 - Area A	1	24-Feb-21	24-Feb-21	74
A10980	Concrete Floor Polishing (Final Pass) - Level 1 Area A	3	25-Feb-21	01-Mar-21	74
A10670	Flooring - Level 1 - Area A	6	02-Mar-21	09-Mar-21	74
A10720	Wood Doors & Hardware Installation - Level 1 - Area A	8	04-Mar-21	15-Mar-21	74
A10650	Final Painting - Level 1 - Area A	6	15-Mar-21	22-Mar-21	74
A10660	Final MEP Trim Out - Level 1 - Area A	4	18-Mar-21	23-Mar-21	74
A10820	Final Clean - 1st Clean for Vaughn Punch List - Level 1 - Area A	1	26-Apr-21	26-Apr-21	51
A12040	Final Clean - 2nd Clean for MEP Final Inspections - Level 1 - Area A	1	24-May-21	24-May-21	47
A12050	Final Clean - 3rd Clean for Building Final Inspection - Level 1 - Area A	2	05-Aug-21	06-Aug-21	0
Level 1 - Restrooms		100	19-Aug-20 A	13-Jan-21	111
A9540	Layout Walls - Level 1 Restrooms	2	19-Aug-20 A	04-Sep-20 A	
A9550	Interior Framing/Set Hollow Metal Frame - Level 1 Restrooms	3	04-Sep-20 A	09-Sep-20 A	
A9650	Electrical In-Wall Rough-In - Level 1 Restrooms	8	02-Sep-20 A	14-Sep-20 A	
A9640	Plumbing In-Wall Rough-In - Level 1 Restrooms	12	31-Aug-20 A	16-Sep-20 A	
A9560	One-Side Walls - Level 1 Restrooms	11	30-Oct-20	13-Nov-20	111
A9600	Tape/Float Walls - Level 1 Restrooms	8	09-Nov-20	18-Nov-20	121
A9570	Two-Side Walls - Level 1 Restrooms	3	16-Nov-20	18-Nov-20	111
A9660	Prime & First Coat Walls - Level 1 Restrooms	4	17-Nov-20	20-Nov-20	121
A9580	Frame Gyp Board Ceilings - Level 1 Restrooms	3	19-Nov-20	23-Nov-20	113
A9590	Install Drywall Ceilings - Level 1 Restrooms	2	24-Nov-20	25-Nov-20	111
A9670	Tape/Float Drywall Ceilings - Level1 Restrooms	3	25-Nov-20	01-Dec-20	111
A9680	Prime & First Coat Drywall Ceilings - Level 1 - Restrooms	3	02-Dec-20	04-Dec-20	111
A9690	Final Paint Drywall Ceilings - Level 1 - Restrooms	2	07-Dec-20	08-Dec-20	111
A9700	Ceramic Tile Floors/Walls - Level 1 Restrooms	12	09-Dec-20	28-Dec-20	111
A9710	Toilet Partitions & Accessories - Level 1- Restrooms	6	29-Dec-20	06-Jan-21	111
A9610	Final Paint Walls - Level 1 Restrooms	3	07-Jan-21	11-Jan-21	111
A9620	Final MEP Trim-Outs - Level 1 Restrooms	3	11-Jan-21	13-Jan-21	111
A9630	Door/Hardware Installation - Level 1 Restrooms	1	13-Jan-21	13-Jan-21	111
Level 1 - Area B (Gridlines H to L) (6,500 sqft)		257	31-Jul-20 A	05-Aug-21	1
A11000	Install Vapor Barrier for Topping Slab - Level 1 - Area B	1	03-Aug-20 A	03-Aug-20 A	
A11010	Prep Floor for Topping Slab - Level 1 - Area B	2	31-Jul-20 A	03-Aug-20 A	
A11020	Forming and Wire Mesh Installtion for Topping Slab - Level 1 - Area B	2	05-Aug-20 A	06-Aug-20 A	
A11030	Inspect & Place Concrete Topping Slab - Level 1- Area B	1	07-Aug-20 A	07-Aug-20 A	
A11040	Layout Walls & Top Track - Level 1 - Area B	6	07-Aug-20 A	14-Aug-20 A	
A12060	MEP Hanger Installation - Level 1 - Area B	9	17-Aug-20 A	27-Aug-20 A	
A11050	Interior Framing/Set Hollow Metal Frames - Level 1 - Area B	7	16-Sep-20 A	24-Sep-20 A	
A11310	Plumbing In-Wall Rough-In - Level 1 - Area B	7	22-Sep-20 A	29-Sep-20 A	



Actual Work | Critical | Summary
Normal Activity | Milestone

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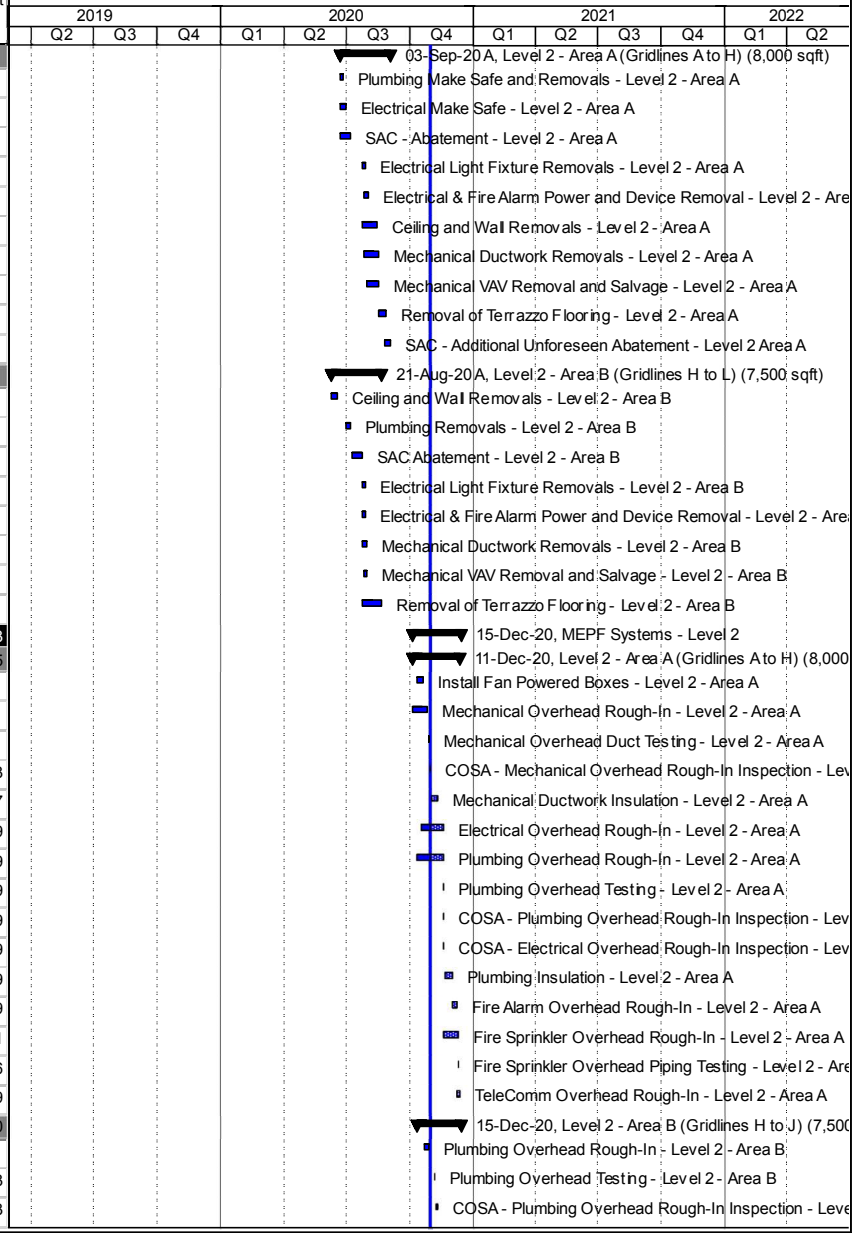
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A11300	COSA Framing Inspection - Level 1 - Area B	0	02-Oct-20 A	02-Oct-20 A	
A11280	Vaughn Pre-Inspection - In-Wall (Plumbing) - Level 1 - Area B	1	15-Oct-20 A	15-Oct-20 A	
A11290	Vaughn Pre-Inspection - In-Wall (Plumbing) Corrections - Level 1 - Area	2	16-Oct-20 A	19-Oct-20 A	
A11330	COSA - In-Wall Plumbing Inspection - Level 1- Area B	1	23-Oct-20 A	23-Oct-20 A	
A11210	Electrical In-Wall Rough-In - Level 1 - Area B	13	17-Sep-20 A	03-Nov-20	74
A11240	Vaughn Pre-Inspection - In-Wall (Electrical) - Level 1 - Area B	1	04-Nov-20	04-Nov-20	74
A11250	Vaughn Pre-Inspection - In-Wall (Electrical) Corrections - Level 1 - Area	2	04-Nov-20	05-Nov-20	74
A11320	COSA - In-Wall Electrical Inspection - Level 1 - Area B	1	06-Nov-20	06-Nov-20	74
A11070	One-Side Walls - Level 1 - Area B	0	09-Nov-20	09-Nov-20	81
A11090	Two-Side Walls - Level 1 - Area B	8	16-Nov-20	25-Nov-20	74
A11080	Tape/Float Walls - Level 1 - Area B	10	18-Nov-20	03-Dec-20	74
A11340	Prime & First Coat Walls - Level 1 - Area B	6	04-Dec-20	11-Dec-20	74
A11060	Frame Gyp Board Ceilings & Furr Downs - Level 1 - Area B	7	04-Dec-20	14-Dec-20	80
A11180	Interior Storefronts & Operable Partitions - Level 1 - Area B	6	14-Dec-20	21-Dec-20	75
A11220	Acoustical Ceiling Grid Installation - Level 1 - Area B	7	14-Dec-20	22-Dec-20	74
A11370	Fire Alarm Trim in Ceiling Grid/Framing - Level 1 - Area B	1	23-Dec-20	23-Dec-20	76
A11350	Mechanical Trim in Ceiling Grid/Framing - Level 1 - Area B	2	23-Dec-20	28-Dec-20	74
A11360	Fire Sprinkler Trim in Ceiling Grid/Framing - Level 1 - Area B	2	23-Dec-20	28-Dec-20	75
A11140	Light Fixture Installation - Level 1- Area B	10	14-Dec-20	29-Dec-20	74
A11380	Vaughn Pre-Inspection - Overhead (Close Ceiling) - Level 1 - Area B	1	30-Dec-20	30-Dec-20	74
A11390	Vaughn Pre-Inspection - Overhead (Close Ceiling) Corrections - Level	2	31-Dec-20	04-Jan-21	74
A11130	COSA Overhead (Close Ceiling) Inspection - Level 1 - Area B	1	05-Jan-21	05-Jan-21	74
A11190	Overhead Security Gate - Level 1- Area B	4	04-Jan-21	07-Jan-21	106
A11230	Install Drywall Ceilings - Level 1 - Area B	7	06-Jan-21	14-Jan-21	74
A11400	Tape/Float Drywall Ceilings - Level 1 - Area B	7	15-Jan-21	25-Jan-21	74
A11410	Prime & First Coat Drywall Ceilings - Level 1 - Area B	2	26-Jan-21	27-Jan-21	74
A11420	Final Paint Drywall Ceilings - Level 1 - Area B	3	28-Jan-21	01-Feb-21	74
A11160	Millwork, Countertops, and Custom Furnishings - Level 1 - Area B	15	02-Feb-21	22-Feb-21	74
A11150	Drop Ceiling Tile - Level 1 - Area B	4	23-Feb-21	26-Feb-21	74
A11260	Fire Alarm - Pre-Testing - Level 1 - Area B	1	26-Feb-21	26-Feb-21	74
A11430	Concrete Floor Polishing (Final Pass) - Level 1 - Area B	4	01-Mar-21	04-Mar-21	74
A11120	Flooring - Level 1 - Area B	4	05-Mar-21	10-Mar-21	74
A11170	Wood Doors & Hardware Installation - Level 1 - Area B	7	08-Mar-21	16-Mar-21	74
A11100	Final Painting - Level 1 - Area B	6	16-Mar-21	23-Mar-21	74
A11110	Final MEP Trim Out - Level 1 - Area B	3	24-Mar-21	26-Mar-21	74
A11270	Final Clean - 1st Clean for Vaughn Punch List - Level 1 - Area B	1	27-Apr-21	27-Apr-21	53
A12080	Final Clean - 2nd Clean for MEP Final Inspections - Level 1 - Area B & I	2	29-Jul-21	30-Jul-21	0
A12090	Final Clean - 3rd Clean for Building Final Inspection - Level 1 - Area B &	1	05-Aug-21	05-Aug-21	1
Level 2 - (15,500 sqft)		258	08-Jun-20 A	14-Jun-21	38
Demolition - Level 2		61	08-Jun-20 A	03-Sep-20 A	



Actual Work | Critical | Summary
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Level 2 - Area A (Gridlines A to H) (8,000 sqft)		51	22-Jun-20 A	03-Sep-20 A	
A3940	Plumbing Make Safe and Removals - Level 2 - Area A	4	22-Jun-20 A	25-Jun-20 A	
A3930	Electrical Make Safe - Level 2 - Area A	2	22-Jun-20 A	01-Jul-20 A	
A3950	SAC - Abatement - Level 2 - Area A	12	22-Jun-20 A	07-Jul-20 A	
A3960	Electrical Light Fixture Removals - Level 2 - Area A	2	24-Jul-20 A	27-Jul-20 A	
A3970	Electrical & Fire Alarm Power and Device Removal - Level 2 - Area A	2	27-Jul-20 A	31-Jul-20 A	
A3980	Ceiling and Wall Removals - Level 2 - Area A	5	24-Jul-20 A	14-Aug-20 A	
A3990	Mechanical Ductwork Removals - Level 2 - Area A	3	27-Jul-20 A	17-Aug-20 A	
A4000	Mechanical VAV Removal and Salvage - Level 2 - Area A	3	30-Jul-20 A	17-Aug-20 A	
A4100	Removal of Terrazzo Flooring - Level 2 - Area A	8	17-Aug-20 A	26-Aug-20 A	
A4010	SAC - Additional Unforeseen Abatement - Level 2 Area A	5	26-Aug-20 A	03-Sep-20 A	
Level 2 - Area B (Gridlines H to L) (7,500 sqft)		45	08-Jun-20 A	21-Aug-20 A	
A4070	Ceiling and Wall Removals - Level 2 - Area B	7	08-Jun-20 A	16-Jun-20 A	
A4030	Plumbing Removals - Level 2 - Area B	4	01-Jul-20 A	06-Jul-20 A	
A4380	SAC Abatement - Level 2 - Area B	12	08-Jul-20 A	23-Jul-20 A	
A4050	Electrical Light Fixture Removals - Level 2 - Area B	2	24-Jul-20 A	27-Jul-20 A	
A4060	Electrical & Fire Alarm Power and Device Removal - Level 2 - Area B	3	24-Jul-20 A	28-Jul-20 A	
A4080	Mechanical Ductwork Removals - Level 2 - Area B	4	24-Jul-20 A	29-Jul-20 A	
A4090	Mechanical VAV Removal and Salvage - Level 2 - Area B	4	27-Jul-20 A	30-Jul-20 A	
A4040	Removal of Terrazzo Flooring - Level 2 - Area B	12	24-Jul-20 A	21-Aug-20 A	
MEPF Systems - Level 2		50	05-Oct-20 A	15-Dec-20	83
Level 2 - Area A (Gridlines A to H) (8,000 sqft)		48	05-Oct-20 A	11-Dec-20	85
A8790	Install Fan Powered Boxes - Level 2 - Area A	7	12-Oct-20 A	20-Oct-20 A	
A4550	Mechanical Overhead Rough-In - Level 2 - Area A	12	05-Oct-20 A	27-Oct-20 A	
A8770	Mechanical Overhead Duct Testing - Level 2 - Area A	1	29-Oct-20 A	29-Oct-20 A	
A9100	COSA - Mechanical Overhead Rough-In Inspection - Level 2 - Area A	1	30-Oct-20	30-Oct-20	93
A8810	Mechanical Ductwork Insulation - Level 2 - Area A	6	02-Nov-20	09-Nov-20	107
A4560	Electrical Overhead Rough-In - Level 2 - Area A	15	19-Oct-20 A	18-Nov-20	79
A4590	Plumbing Overhead Rough-In - Level 2 - Area A	10	12-Oct-20 A	18-Nov-20	79
A8780	Plumbing Overhead Testing - Level 2 - Area A	1	18-Nov-20	18-Nov-20	79
A9110	COSA - Plumbing Overhead Rough-In Inspection - Level 2 - Area A	1	19-Nov-20	19-Nov-20	79
A9120	COSA - Electrical Overhead Rough-In Inspection - Level 2 - Area A	1	19-Nov-20	19-Nov-20	79
A8800	Plumbing Insulation - Level 2 - Area A	6	20-Nov-20	01-Dec-20	79
A4570	Fire Alarm Overhead Rough-In - Level 2 - Area A	4	02-Dec-20	07-Dec-20	79
A4540	Fire Sprinkler Overhead Rough-In - Level 2 - Area A	14	18-Nov-20	09-Dec-20	81
A8820	Fire Sprinkler Overhead Piping Testing - Level 2 - Area A	1	10-Dec-20	10-Dec-20	86
A4580	TeleComm Overhead Rough-In - Level 2 - Area A	4	08-Dec-20	11-Dec-20	79
Level 2 - Area B (Gridlines H to J) (7,500 sqft)		45	12-Oct-20 A	15-Dec-20	80
A4650	Plumbing Overhead Rough-In - Level 2 - Area B	5	21-Oct-20 A	29-Oct-20 A	
A8840	Plumbing Overhead Testing - Level 2 - Area B	1	06-Nov-20	06-Nov-20	93
A9140	COSA - Plumbing Overhead Rough-In Inspection - Level 2 - Area B	1	09-Nov-20	09-Nov-20	93

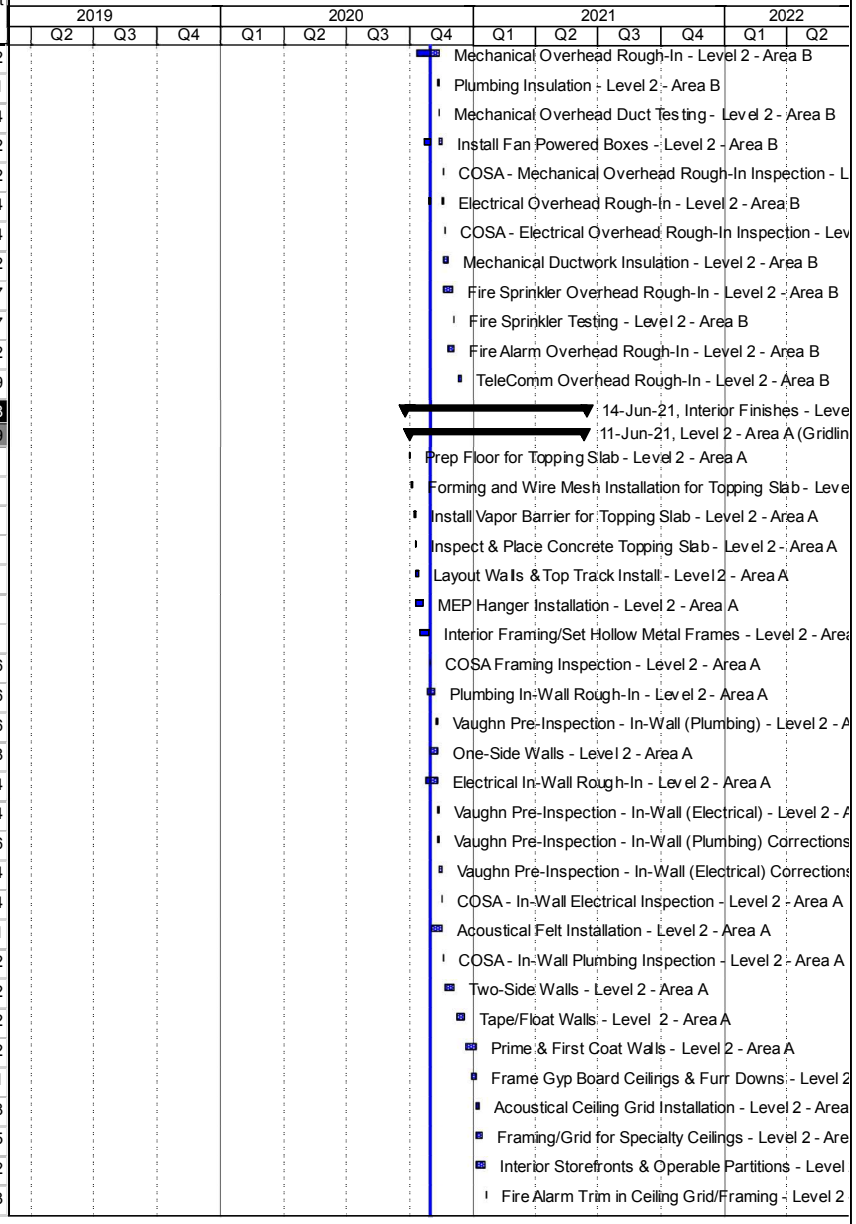


Actual Work Critical Summary

Normal Activity Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A4610	Mechanical Overhead Rough-In - Level 2 - Area B	10	12-Oct-20 A	12-Nov-20	82
A8860	Plumbing Insulation - Level 2 - Area B	3	10-Nov-20	12-Nov-20	101
A8830	Mechanical Overhead Duct Testing - Level 2 - Area B	1	13-Nov-20	13-Nov-20	84
A8850	Install Fan Powered Boxes - Level 2 - Area B	4	21-Oct-20 A	17-Nov-20	82
A9130	COSA - Mechanical Overhead Rough-In Inspection - Level 2 - Area B	1	18-Nov-20	18-Nov-20	82
A4620	Electrical Overhead Rough-In - Level 2 - Area B	13	28-Oct-20 A	19-Nov-20	84
A9150	COSA - Electrical Overhead Rough-In Inspection - Level 2 - Area B	1	20-Nov-20	20-Nov-20	84
A8870	Mechanical Ductwork Insulation - Level 2 - Area B	4	19-Nov-20	24-Nov-20	82
A4600	Fire Sprinkler Overhead Rough-In - Level 2 - Area B	9	18-Nov-20	02-Dec-20	87
A8880	Fire Sprinkler Testing - Level 2 - Area B	1	03-Dec-20	03-Dec-20	87
A4630	Fire Alarm Overhead Rough-In - Level 2 - Area B	6	25-Nov-20	04-Dec-20	82
A4640	TeleComm Overhead Rough-In - Level 2 - Area B	4	10-Dec-20	15-Dec-20	79
Interior Finishes - Level 2		182	24-Sep-20 A	14-Jun-21	38
Level 2 - Area A (Gridlines A to H) (8,000 sqft)		175	01-Oct-20 A	11-Jun-21	39
A4330	Prep Floor for Topping Slab - Level 2 - Area A	0	01-Oct-20 A	01-Oct-20 A	
A4340	Forming and Wire Mesh Installation for Topping Slab - Level 2 - Area A	2	02-Oct-20 A	05-Oct-20 A	
A4320	Install Vapor Barrier for Topping Slab - Level 2 - Area A	2	07-Oct-20 A	08-Oct-20 A	
A4350	Inspect & Place Concrete Topping Slab - Level 2 - Area A	1	09-Oct-20 A	09-Oct-20 A	
A5300	Layout Walls & Top Track Install - Level 2 - Area A	4	08-Oct-20 A	13-Oct-20 A	
A11940	MEP Hanger Installation - Level 2 - Area A	9	08-Oct-20 A	20-Oct-20 A	
A5310	Interior Framing/Set Hollow Metal Frames - Level 2 - Area A	10	16-Oct-20 A	29-Oct-20 A	
A8410	COSA Framing Inspection - Level 2 - Area A	1	30-Oct-20	30-Oct-20	56
A8620	Plumbing In-Wall Rough-In - Level 2 - Area A	10	26-Oct-20 A	06-Nov-20	66
A8420	Vaughn Pre-Inspection - In-Wall (Plumbing) - Level 2 - Area A	1	09-Nov-20	09-Nov-20	66
A5340	One-Side Walls - Level 2 - Area A	8	30-Oct-20	10-Nov-20	78
A6480	Electrical In-Wall Rough-In - Level 2 - Area A	13	23-Oct-20 A	10-Nov-20	64
A8370	Vaughn Pre-Inspection - In-Wall (Electrical) - Level 2 - Area A	1	11-Nov-20	11-Nov-20	64
A8430	Vaughn Pre-Inspection - In-Wall (Plumbing) Corrections - Level 2 - Area	3	10-Nov-20	12-Nov-20	66
A8380	Vaughn Pre-Inspection - In-Wall (Electrical) Corrections - Level 2 - Area	3	12-Nov-20	16-Nov-20	64
A8670	COSA - In-Wall Electrical Inspection - Level 2 - Area A	1	17-Nov-20	17-Nov-20	64
A11930	Acoustical Felt Installation - Level 2 - Area A	12	02-Nov-20	17-Nov-20	81
A8680	COSA - In-Wall Plumbing Inspection - Level 2 - Area A	1	19-Nov-20	19-Nov-20	62
A5360	Two-Side Walls - Level 2 - Area A	9	20-Nov-20	04-Dec-20	62
A5370	Tape/Float Walls - Level 2 - Area A	10	07-Dec-20	18-Dec-20	62
A4360	Prime & First Coat Walls - Level 2 - Area A	8	21-Dec-20	04-Jan-21	62
A5330	Frame Gyp Board Ceilings & Furr Downs - Level 2 - Area A	4	30-Dec-20	05-Jan-21	71
A6500	Acoustical Ceiling Grid Installation - Level 2 - Area A	4	05-Jan-21	08-Jan-21	68
A6520	Framing/Grid for Specialty Ceilings - Level 2 - Area A	7	05-Jan-21	13-Jan-21	65
A5490	Interior Storefronts & Operable Partitions - Level 2 - Area A	10	05-Jan-21	18-Jan-21	62
A9720	Fire Alarm Trim in Ceiling Grid/Framing - Level 2 - Area A	1	19-Jan-21	19-Jan-21	63

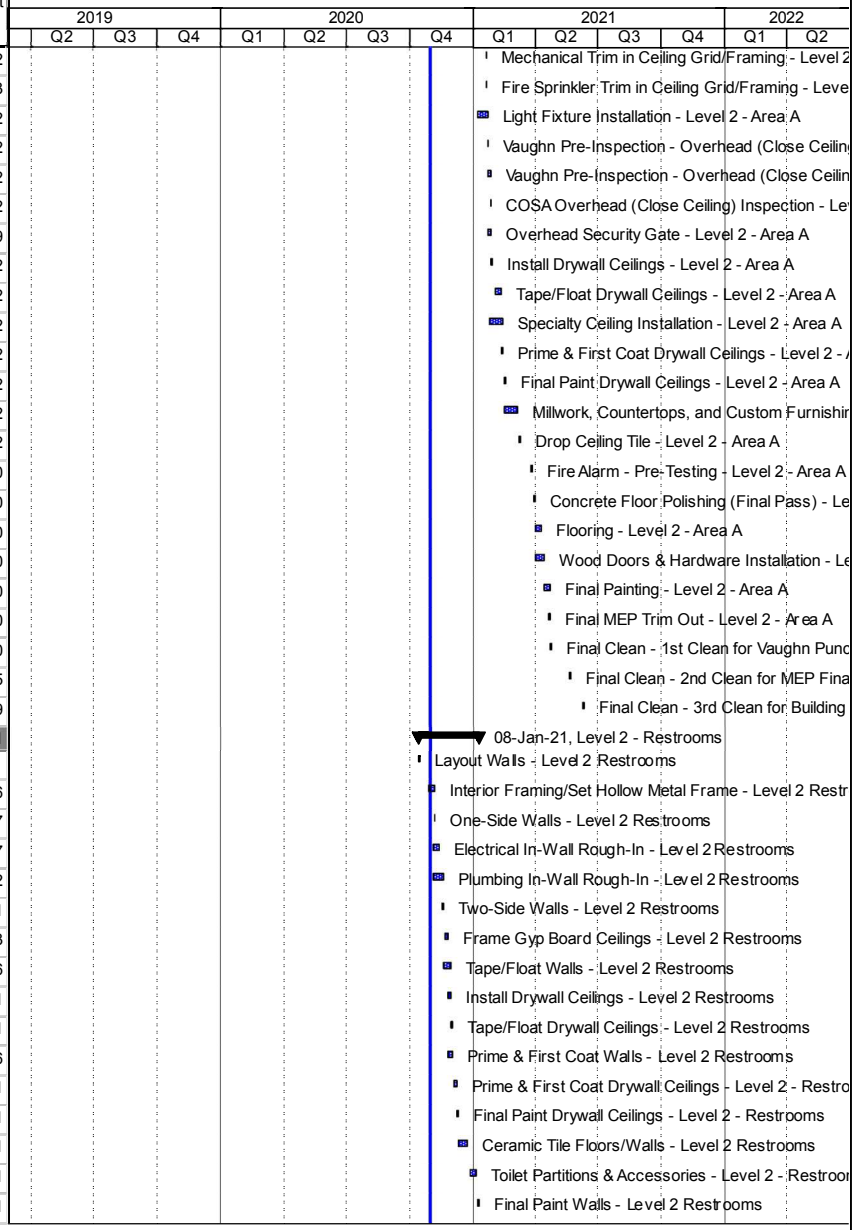


Actual Work Critical Summary

Normal Activity Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A9740	Mechanical Trim in Ceiling Grid/Framing - Level 2 - Area A	2	19-Jan-21	20-Jan-21	62
A9730	Fire Sprinkler Trim in Ceiling Grid/Framing - Level 2 - Area A	2	19-Jan-21	20-Jan-21	63
A5430	Light Fixture Installation - Level 2 - Area A	10	08-Jan-21	21-Jan-21	62
A9750	Vaughn Pre-Inspection - Overhead (Close Ceiling) - Level 2 - Area A	1	21-Jan-21	21-Jan-21	62
A9760	Vaughn Pre-Inspection - Overhead (Close Ceiling) Corrections - Level	2	22-Jan-21	25-Jan-21	62
A5380	COSA Overhead (Close Ceiling) Inspection - Level 2 - Area A	1	26-Jan-21	26-Jan-21	62
A5500	Overhead Security Gate - Level 2 - Area A	4	22-Jan-21	27-Jan-21	89
A6540	Install Drywall Ceilings - Level 2 - Area A	3	27-Jan-21	29-Jan-21	62
A9770	Tape/Float Drywall Ceilings - Level 2 - Area A	7	01-Feb-21	09-Feb-21	62
A6550	Specialty Ceiling Installation - Level 2 - Area A	15	25-Jan-21	12-Feb-21	62
A9780	Prime & First Coat Drywall Ceilings - Level 2 - Area A	3	10-Feb-21	12-Feb-21	62
A9790	Final Paint Drywall Ceilings - Level 2 - Area A	3	15-Feb-21	17-Feb-21	72
A5420	Millwork, Countertops, and Custom Furnishings - Level 2 - Area A	15	15-Feb-21	05-Mar-21	62
A5440	Drop Ceiling Tile - Level 2 - Area A	3	08-Mar-21	10-Mar-21	62
A6560	Fire Alarm - Pre-Testing - Level 2 - Area A	1	26-Mar-21	26-Mar-21	50
A10230	Concrete Floor Polishing (Final Pass) - Level 2Area A	3	29-Mar-21	31-Mar-21	50
A5450	Flooring - Level 2 - Area A	6	01-Apr-21	08-Apr-21	50
A5460	Wood Doors & Hardware Installation - Level 2 - Area A	10	01-Apr-21	14-Apr-21	50
A5470	Final Painting - Level 2 - Area A	7	13-Apr-21	21-Apr-21	50
A5480	Final MEP Trim Out - Level 2 - Area A	3	20-Apr-21	22-Apr-21	50
A6570	Final Clean - 1st Clean for Vaughn Punch List - Level 2 - Area A	2	22-Apr-21	23-Apr-21	50
A11970	Final Clean - 2nd Clean for MEP Final Inspections - Level 2 - Area A	2	20-May-21	21-May-21	45
A6580	Final Clean - 3rd Clean for Building Final Inspection - Level 2 - Area A	3	09-Jun-21	11-Jun-21	39
Level 2 - Restrooms		58	14-Oct-20 A	08-Jan-21	111
A9360	Layout Walls - Level 2 Restrooms	2	14-Oct-20 A	15-Oct-20 A	
A9370	Interior Framing/Set Hollow Metal Frame - Level 2 Restrooms	8	28-Oct-20 A	06-Nov-20	56
A9380	One-Side Walls - Level 2 Restrooms	2	05-Nov-20	06-Nov-20	67
A9470	Electrical In-Wall Rough-In - Level 2 Restrooms	6	04-Nov-20	11-Nov-20	67
A9460	Plumbing In-Wall Rough-In - Level 2 Restrooms	12	03-Nov-20	18-Nov-20	62
A9390	Two-Side Walls - Level 2 Restrooms	3	17-Nov-20	19-Nov-20	111
A9400	Frame Gyp Board Ceilings - Level 2 Restrooms	3	20-Nov-20	24-Nov-20	113
A9420	Tape/Float Walls - Level 2 Restrooms	6	19-Nov-20	30-Nov-20	116
A9410	Install Drywall Ceilings - Level 2 Restrooms	2	25-Nov-20	30-Nov-20	111
A9490	Tape/Float Drywall Ceilings - Level 2 Restrooms	3	30-Nov-20	02-Dec-20	111
A9480	Prime & First Coat Walls - Level 2 Restrooms	4	25-Nov-20	02-Dec-20	116
A9500	Prime & First Coat Drywall Ceilings - Level 2 - Restrooms	3	03-Dec-20	07-Dec-20	111
A9510	Final Paint Drywall Ceilings - Level 2 - Restrooms	2	08-Dec-20	09-Dec-20	111
A9520	Ceramic Tile Floors/Walls - Level 2 Restrooms	10	10-Dec-20	23-Dec-20	111
A9530	Toilet Partitions & Accessories - Level 2 - Restrooms	6	28-Dec-20	05-Jan-21	111
A9430	Final Paint Walls - Level 2 Restrooms	3	06-Jan-21	08-Jan-21	111



Actual Work | Critical | Summary
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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A9440	Final MEP Trim-Outs - Level 2 Restrooms	3	06-Jan-21	08-Jan-21	111
A9450	Door/Hardware Installation - Level 2 Restrooms	1	08-Jan-21	08-Jan-21	111
Level 2 - Area B (Gridlines H to L) (7,500 sqft)		182	24-Sep-20 A	14-Jun-21	38
A9840	Layout Walls & Top Track - Level 2 - Area B	4	24-Sep-20 A	29-Sep-20 A	
A9800	Prep Floor for Topping Slab - Level 2 - Area B	0	01-Oct-20 A	01-Oct-20 A	
A9810	Install Vapor Barrier for Topping Slab - Level 2 - Area B	2	05-Oct-20 A	06-Oct-20 A	
A9820	Forming and Wire Mesh Installtion for Topping Slab - Level 2 - Area B	2	07-Oct-20 A	08-Oct-20 A	
A9830	Inspect & Place Concrete Topping Slab - Level 2 - Area B	1	09-Oct-20 A	09-Oct-20 A	
A11950	MEP Hanger Installation - Level 2 - Area B	9	12-Oct-20 A	22-Oct-20 A	
A9860	Interior Framing/Set Hollow Metal Frames - Level 2 - Area B	15	09-Oct-20 A	29-Oct-20 A	
A9890	Plumbing In-Wall Rough-In - Level 2 - Area B	6	30-Oct-20	06-Nov-20	51
A9870	COSA Framing Inspection - Level 2 - Area B	11	30-Oct-20	13-Nov-20	46
A9880	One-Side Walls - Level 2 - Area B	7	06-Nov-20	16-Nov-20	59
A9900	Electrical In-Wall Rough-In - Level 2 - Area B	16	30-Oct-20	20-Nov-20	41
A9910	Vaughn Pre-Inspection - In-Wall - Level 2 - Area B	1	23-Nov-20	23-Nov-20	41
A9920	Vaughn Pre-Inspection - In-Wall Corrections - Level 2 - Area B	2	25-Nov-20	30-Nov-20	41
A9930	COSA - In-Wall Electrical Inspection - Level 2 - Area B	1	01-Dec-20	01-Dec-20	41
A9940	COSA - In-Wall Plumbing Inspection - Level 2 - Area B	1	01-Dec-20	01-Dec-20	41
A9950	Two-Side Walls - Level 2 - Area B	9	02-Dec-20	14-Dec-20	41
A9960	Tape/Float Walls - Level 2 - Area B	12	15-Dec-20	04-Jan-21	41
A9970	Prime & First Coat Walls - Level 2 - Area B	10	05-Jan-21	18-Jan-21	41
A9980	Frame Gyp Board Ceilings & Furr Downs - Level 2 - Area B	4	14-Jan-21	19-Jan-21	51
A9990	Acoustical Ceiling Grid Installation - Level 2 - Area B	3	19-Jan-21	21-Jan-21	49
A10010	Interior Storefronts & Operable Partitions - Level 2 - Area B	6	19-Jan-21	26-Jan-21	46
A10000	Framing/Grid for Specialty Ceilings - Level 2 - Area B	11	19-Jan-21	02-Feb-21	41
A10020	Fire Alarm Trim in Ceiling Grid/Framing - Level 2 - Area B	1	03-Feb-21	03-Feb-21	43
A10030	Mechanical Trim in Ceiling Grid/Framing - Level 2 - Area B	2	03-Feb-21	04-Feb-21	41
A10040	Fire Sprinkler Trim in Ceiling Grid/Framing - Level 2 - Area B	2	03-Feb-21	04-Feb-21	42
A10050	Light Fixture Installation - Level 2 - Area B	7	28-Jan-21	05-Feb-21	41
A10060	Vaughn Pre-Inspection - Overhead (Close Ceiling) - Level 2 - Area B	1	08-Feb-21	08-Feb-21	41
A10070	Vaughn Pre-Inspection - Overhead (Close Ceiling) Corrections - Level	2	09-Feb-21	10-Feb-21	41
A10080	COSA Overhead (Close Ceiling) Inspection - Level 2 - Area B	1	11-Feb-21	11-Feb-21	41
A10090	Overhead Security Gate - Level 2 - Area B	4	10-Feb-21	15-Feb-21	76
A10100	Install Drywall Ceilings - Level 2 - Area B	3	12-Feb-21	16-Feb-21	41
A10110	Tape/Float Drywall Ceilings - Level 2 - Area B	7	17-Feb-21	25-Feb-21	41
A10130	Prime & First Coat Drywall Ceilings - Level 2 - Area B	2	26-Feb-21	01-Mar-21	41
A10120	Specialty Ceiling Installation - Level 2 - Area B	15	12-Feb-21	04-Mar-21	43
A10140	Final Paint Drywall Ceilings - Level 2 - Area B	5	02-Mar-21	08-Mar-21	41
A10150	Millwork, Countertops, and Custom Furnishings - Level 2 - Area B	20	09-Mar-21	05-Apr-21	41
A10160	Drop Ceiling Tile - Level 2 - Area B	2	06-Apr-21	07-Apr-21	41

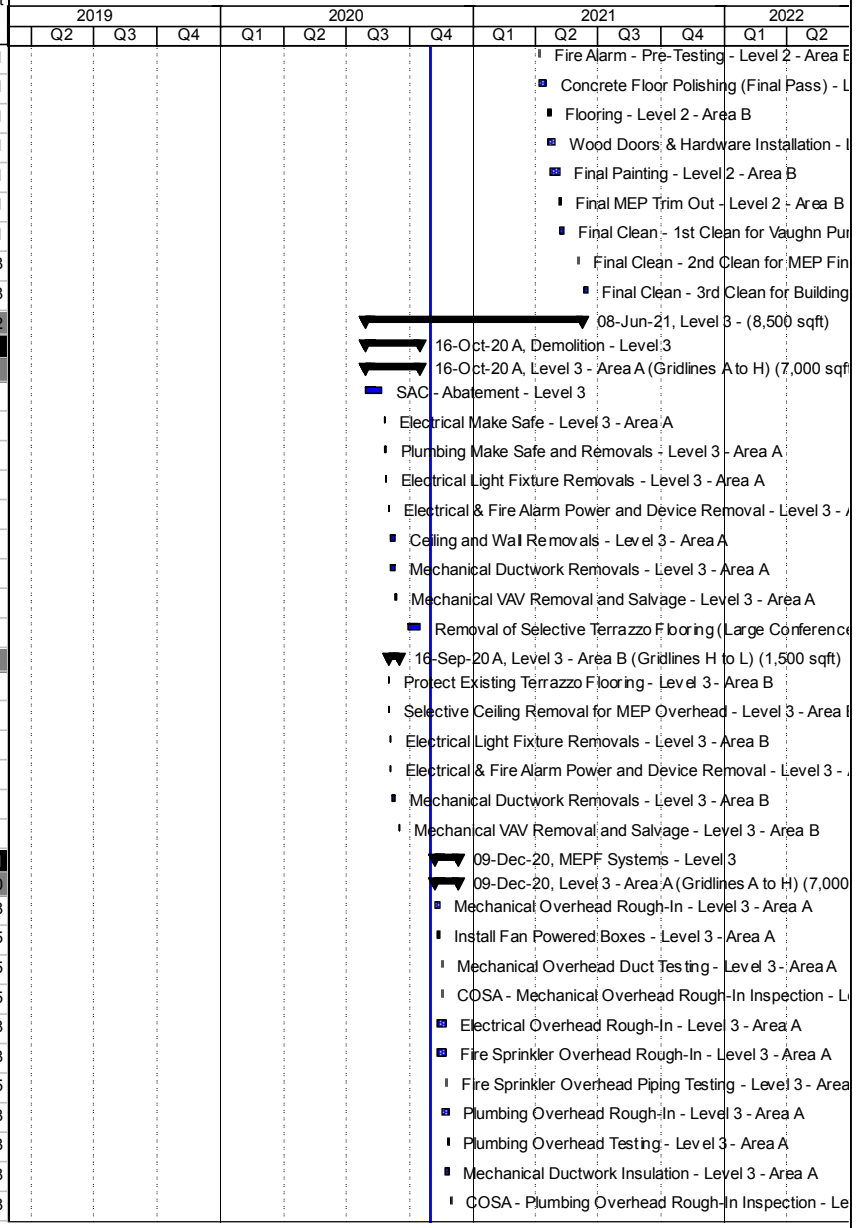


Actual Work Critical Summary

Normal Activity Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A10170	Fire Alarm - Pre-Testing - Level 2 - Area B	1	07-Apr-21	07-Apr-21	41
A10240	Concrete Floor Polishing (Final Pass) - Level 2 - Area B	7	08-Apr-21	16-Apr-21	41
A10180	Flooring - Level 2 - Area B	4	19-Apr-21	22-Apr-21	41
A10190	Wood Doors & Hardware Installation - Level 2 - Area B	8	19-Apr-21	28-Apr-21	41
A10200	Final Painting - Level 2 - Area B	9	22-Apr-21	04-May-21	41
A10210	Final MEP Trim Out - Level 2 - Area B	3	05-May-21	07-May-21	41
A10220	Final Clean - 1st Clean for Vaughn Punch List - Level 2 - Area B	2	07-May-21	10-May-21	41
A11980	Final Clean - 2nd Clean for MEP Final Inspections - Level 2 - Area B	2	01-Jun-21	02-Jun-21	38
A11990	Final Clean - 3rd Clean for Building Final Inspection - Level 2 - Area B	3	10-Jun-21	14-Jun-21	38
Level 3 - (8,500 sqft)		219	28-Jul-20 A	08-Jun-21	42
Demolition - Level 3		50	28-Jul-20 A	16-Oct-20 A	
Level 3 - Area A (Gridlines A to H) (7,000 sqft)		50	28-Jul-20 A	16-Oct-20 A	
A3920	SAC - Abatement - Level 3	19	28-Jul-20 A	21-Aug-20 A	
A3820	Electrical Make Safe - Level 3 - Area A	1	24-Aug-20 A	24-Aug-20 A	
A3860	Plumbing Make Safe and Removals - Level 3 - Area A	4	24-Aug-20 A	27-Aug-20 A	
A3830	Electrical Light Fixture Removals - Level 3 - Area A	2	27-Aug-20 A	28-Aug-20 A	
A3850	Electrical & Fire Alarm Power and Device Removal - Level 3 - Area A	2	31-Aug-20 A	01-Sep-20 A	
A3790	Ceiling and Wall Removals - Level 3 - Area A	4	02-Sep-20 A	08-Sep-20 A	
A3800	Mechanical Ductwork Removals - Level 3 - Area A	4	02-Sep-20 A	08-Sep-20 A	
A3810	Mechanical VAV Removal and Salvage - Level 3 - Area A	3	09-Sep-20 A	11-Sep-20 A	
A8290	Removal of Selective Terrazzo Flooring (Large Conference Room) - Le	6	29-Sep-20 A	16-Oct-20 A	
Level 3 - Area B (Gridlines H to L) (1,500 sqft)		12	31-Aug-20 A	16-Sep-20 A	
A3870	Protect Existing Terrazzo Flooring - Level 3 - Area B	1	31-Aug-20 A	31-Aug-20 A	
A5220	Selective Ceiling Removal for MEP Overhead - Level 3 - Area B	2	31-Aug-20 A	01-Sep-20 A	
A3880	Electrical Light Fixture Removals - Level 3 - Area B	1	02-Sep-20 A	02-Sep-20 A	
A3890	Electrical & Fire Alarm Power and Device Removal - Level 3 - Area B	1	03-Sep-20 A	03-Sep-20 A	
A3900	Mechanical Ductwork Removals - Level 3 - Area B	2	04-Sep-20 A	08-Sep-20 A	
A3910	Mechanical VAV Removal and Salvage - Level 3 - Area B	2	15-Sep-20 A	16-Sep-20 A	
MEPF Systems - Level 3		22	06-Nov-20	09-Dec-20	131
Level 3 - Area A (Gridlines A to H) (7,000 sqft)		22	06-Nov-20	09-Dec-20	90
A4270	Mechanical Overhead Rough-In - Level 3 - Area A	6	06-Nov-20	13-Nov-20	38
A8730	Install Fan Powered Boxes - Level 3 - Area A	3	11-Nov-20	13-Nov-20	45
A8710	Mechanical Overhead Duct Testing - Level 3 - Area A	1	16-Nov-20	16-Nov-20	45
A9070	COSA - Mechanical Overhead Rough-In Inspection - Level 3 - Area A	1	17-Nov-20	17-Nov-20	45
A4280	Electrical Overhead Rough-In - Level 3 - Area A	8	11-Nov-20	20-Nov-20	38
A4300	Fire Sprinkler Overhead Rough-In - Level 3 - Area A	8	11-Nov-20	20-Nov-20	38
A8760	Fire Sprinkler Overhead Piping Testing - Level 3 - Area A	1	23-Nov-20	23-Nov-20	45
A4290	Plumbing Overhead Rough-In - Level 3 - Area A	7	16-Nov-20	24-Nov-20	38
A8720	Plumbing Overhead Testing - Level 3 - Area A	1	25-Nov-20	25-Nov-20	38
A8750	Mechanical Ductwork Insulation - Level 3 - Area A	4	20-Nov-20	25-Nov-20	78
A9080	COSA - Plumbing Overhead Rough-In Inspection - Level 3 - Area A	1	30-Nov-20	30-Nov-20	38



Actual Work | Critical | Summary
Normal Activity | Milestone

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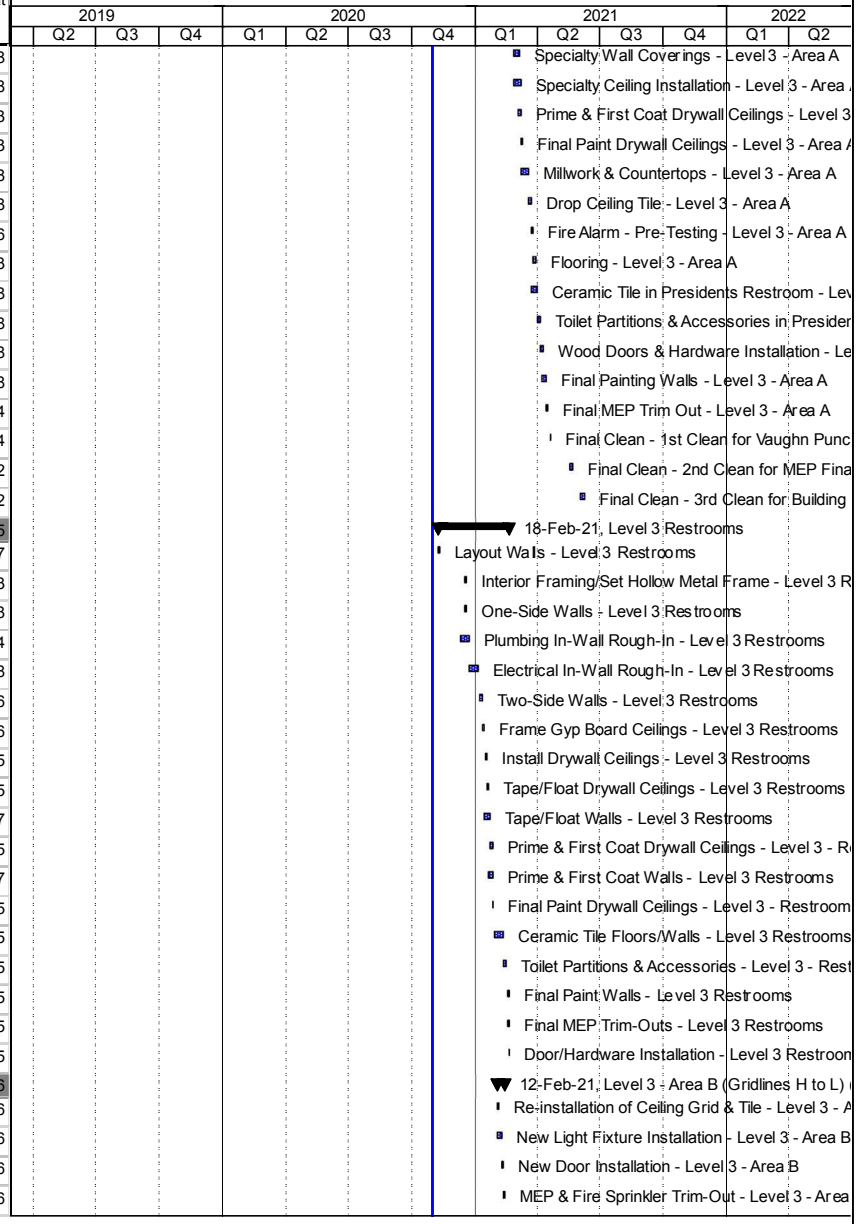
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A9090	COSA - Electrical Overhead Rough-In Inspection - Level 3 - Area A	1	30-Nov-20	30-Nov-20	38
A8740	Plumbing Insulation - Level 3 - Area A	3	01-Dec-20	03-Dec-20	74
A4310	Fire Alarm Overhead Rough-In - Level 3 - Area A	4	01-Dec-20	04-Dec-20	38
A4520	TeleComm Overhead Rough-In - Level 3 - Area A	3	07-Dec-20	09-Dec-20	90
Level 3 - Area B (Gridlines H to J) (1,500 sqft)		18	12-Nov-20	09-Dec-20	131
A4490	Fire Sprinkler Overhead Rough-In - Level 3 - Area B	7	12-Nov-20	20-Nov-20	41
A4500	Electrical Overhead Rough-In - Level 3 - Area B	3	23-Nov-20	25-Nov-20	38
A4510	Fire Alarm Overhead Rough-In - Level 3 - Area B	3	03-Dec-20	07-Dec-20	85
A4530	TeleComm Overhead Rough-In - Level 3 - Area B	3	07-Dec-20	09-Dec-20	131
Interior Finishes - Level 3		152	30-Oct-20	08-Jun-21	42
Level 3 - Area A (Gridlines A to H) (7,000 sqft)		152	30-Oct-20	08-Jun-21	42
A8300	Prep Floor for Topping Slab - Level 3 - Area A	0	30-Oct-20	30-Oct-20	39
A8310	Install Vapor Barrier for Topping Slab - Level 3 - Area A	2	30-Oct-20	02-Nov-20	38
A8320	Forming and Wire Mesh Installtion for Topping Slab - Level 3 - Area A	3	02-Nov-20	04-Nov-20	38
A2700	Layout Walls - Level 3 - Area A	4	02-Nov-20	05-Nov-20	38
A8330	Inspect & Pour Concrete Topping Slab - Level 3 - Area A	1	05-Nov-20	05-Nov-20	38
A2730	Interior Framing/Set Hollow Metal Frames - Level 3 - Area A	8	07-Dec-20	16-Dec-20	38
A2740	COSA Framing Inspection - Level 3 - Area A	1	21-Dec-20	21-Dec-20	38
A6340	Plumbing In-Wall Rough-In - Level 3 Area A	12	04-Dec-20	21-Dec-20	43
A6290	Electrical In-Wall Rough-In - Level 3 - Area A	10	09-Dec-20	22-Dec-20	38
A2750	One-Side Walls - Level 3 - Area A	6	16-Dec-20	23-Dec-20	43
A2840	Vaughn Pre-Inspection - In-Wall - Level 3 - Area A	1	05-Jan-21	05-Jan-21	38
A2870	Vaughn Pre-Inspection - In-Wall Corrections - Level 3 - Area A	2	05-Jan-21	06-Jan-21	38
A8650	COSA - In-Wall Electrical Inspection - Level 3 - Area A	1	07-Jan-21	07-Jan-21	38
A2780	Two-Side Walls - Level 3 - Area A	6	04-Jan-21	11-Jan-21	41
A2790	Tape/Float Walls - Level 3 - Area A	10	08-Jan-21	21-Jan-21	38
A2880	Prime & 1st Coat Walls - Level 3 - Area A	7	14-Jan-21	22-Jan-21	38
A5080	Interior Storefront & Operable Partitions - Level 3 - Area A	4	22-Jan-21	27-Jan-21	38
A2760	Frame Gyp Board Ceilings & Furr Downs - Level 3 - Area A	4	25-Jan-21	28-Jan-21	51
A2800	Acoustical Ceiling Grid Installation - Level 3 - Area A	3	28-Jan-21	01-Feb-21	38
A6300	Framing/Grid for Specialty Ceiling Installation - Level 3 - Area A	8	02-Feb-21	11-Feb-21	38
A9230	Fire Alarm Trim in Ceiling Grid/Framing - Level 3 - Area A	1	12-Feb-21	12-Feb-21	41
A9220	Fire Sprinkler Trim in Ceiling Grid/Framing - Level 3 - Area A	2	12-Feb-21	15-Feb-21	41
A6310	Mechanical Trim in Ceiling Grid/Framing - Level 3 - Area A	3	15-Feb-21	17-Feb-21	39
A5050	Light Fixture Installation - Level 3 - Area A	6	11-Feb-21	18-Feb-21	38
A7290	Vaughn Pre-Inspection - Overhead (Close Ceiling) - Level 3 - Area A	1	18-Feb-21	18-Feb-21	38
A7300	Vaughn Pre-Inspection - Overhead (Close Ceiling) Corrections - Level	3	19-Feb-21	23-Feb-21	38
A5040	COSA Overhead (Close Ceiling) Inspection - Level 3 - Area A	1	24-Feb-21	24-Feb-21	38
A5230	Install Drywall Ceilings - Level 3 - Area A	4	22-Feb-21	25-Feb-21	45
A9290	Tape/Float Drywall Ceilings - Level 3 - Area A	4	26-Feb-21	03-Mar-21	53



Actual Work | Critical | Summary
Normal Activity | Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A8350	Specialty Wall Coverings - Level 3 - Area A	6	26-Feb-21	05-Mar-21	58
A5240	Specialty Ceiling Installation - Level 3 - Area A	8	25-Feb-21	08-Mar-21	38
A9300	Prime & First Coat Drywall Ceilings - Level 3 - Area A	3	04-Mar-21	08-Mar-21	53
A9310	Final Paint Drywall Ceilings - Level 3 - Area A	2	09-Mar-21	10-Mar-21	53
A5070	Millwork & Countertops - Level 3 - Area A	8	09-Mar-21	18-Mar-21	38
A5060	Drop Ceiling Tile - Level 3 - Area A	3	19-Mar-21	23-Mar-21	38
A6320	Fire Alarm - Pre-Testing - Level 3 - Area A	2	24-Mar-21	25-Mar-21	46
A2810	Flooring - Level 3 - Area A	4	25-Mar-21	30-Mar-21	43
A9240	Ceramic Tile in Presidents Restroom - Level 3 - Area A	6	24-Mar-21	31-Mar-21	38
A9250	Toilet Partitions & Accessories in Presidents Restroom - Level 3 - Area	3	01-Apr-21	05-Apr-21	38
A5280	Wood Doors & Hardware Installation - Level 3 - Area A	4	06-Apr-21	09-Apr-21	38
A2820	Final Painting Walls - Level 3 - Area A	6	07-Apr-21	14-Apr-21	38
A9280	Final MEP Trim Out - Level 3 - Area A	3	14-Apr-21	16-Apr-21	54
A6330	Final Clean - 1st Clean for Vaughn Punch List - Level 3 - Area A	1	19-Apr-21	19-Apr-21	54
A12000	Final Clean - 2nd Clean for MEP Final Inspections - Level 3 - Area A	5	17-May-21	21-May-21	42
A12010	Final Clean - 3rd Clean for Building Final Inspection - Level 3 - Area A	5	02-Jun-21	08-Jun-21	42
Level 3 Restrooms		69	09-Nov-20	18-Feb-21	95
A6360	Layout Walls - Level 3 Restrooms	2	09-Nov-20	10-Nov-20	67
A6370	Interior Framing/Set Hollow Metal Frame - Level 3 Restrooms	3	16-Dec-20	18-Dec-20	43
A6400	One-Side Walls - Level 3 Restrooms	2	17-Dec-20	18-Dec-20	43
A8600	Plumbing In-Wall Rough-In - Level 3 Restrooms	8	11-Dec-20	22-Dec-20	44
A7330	Electrical In-Wall Rough-In - Level 3 Restrooms	6	23-Dec-20	04-Jan-21	38
A6410	Two-Side Walls - Level 3 Restrooms	3	07-Jan-21	11-Jan-21	66
A6390	Frame Gyp Board Ceilings - Level 3 Restrooms	3	12-Jan-21	14-Jan-21	66
A7450	Install Drywall Ceilings - Level 3 Restrooms	2	15-Jan-21	18-Jan-21	95
A9340	Tape/Float Drywall Ceilings - Level 3 Restrooms	3	18-Jan-21	20-Jan-21	95
A6420	Tape/Float Walls - Level 3 Restrooms	6	14-Jan-21	21-Jan-21	97
A9320	Prime & First Coat Drywall Ceilings - Level 3 - Restrooms	3	21-Jan-21	25-Jan-21	95
A9350	Prime & First Coat Walls - Level 3 Restrooms	4	20-Jan-21	25-Jan-21	97
A9330	Final Paint Drywall Ceilings - Level 3 - Restrooms	2	26-Jan-21	27-Jan-21	95
A9260	Ceramic Tile Floors/Walls - Level 3 Restrooms	10	28-Jan-21	10-Feb-21	95
A9270	Toilet Partitions & Accessories - Level 3 - Restrooms	3	11-Feb-21	15-Feb-21	95
A6460	Final Paint Walls - Level 3 Restrooms	3	16-Feb-21	18-Feb-21	95
A6440	Final MEP Trim-Outs - Level 3 Restrooms	3	16-Feb-21	18-Feb-21	95
A6470	Door/Hardware Installation - Level 3 Restrooms	1	18-Feb-21	18-Feb-21	95
Level 3 - Area B (Gridlines H to L) (1,500 sqft)		10	01-Feb-21	12-Feb-21	96
A5250	Re-installation of Ceiling Grid & Tile - Level 3 - Area B	3	01-Feb-21	03-Feb-21	96
A5290	New Light Fixture Installation - Level 3 - Area B	5	02-Feb-21	08-Feb-21	96
A5260	New Door Installation - Level 3 - Area B	1	09-Feb-21	09-Feb-21	96
A5270	MEP & Fire Sprinkler Trim-Out - Level 3 - Area B	3	10-Feb-21	12-Feb-21	96



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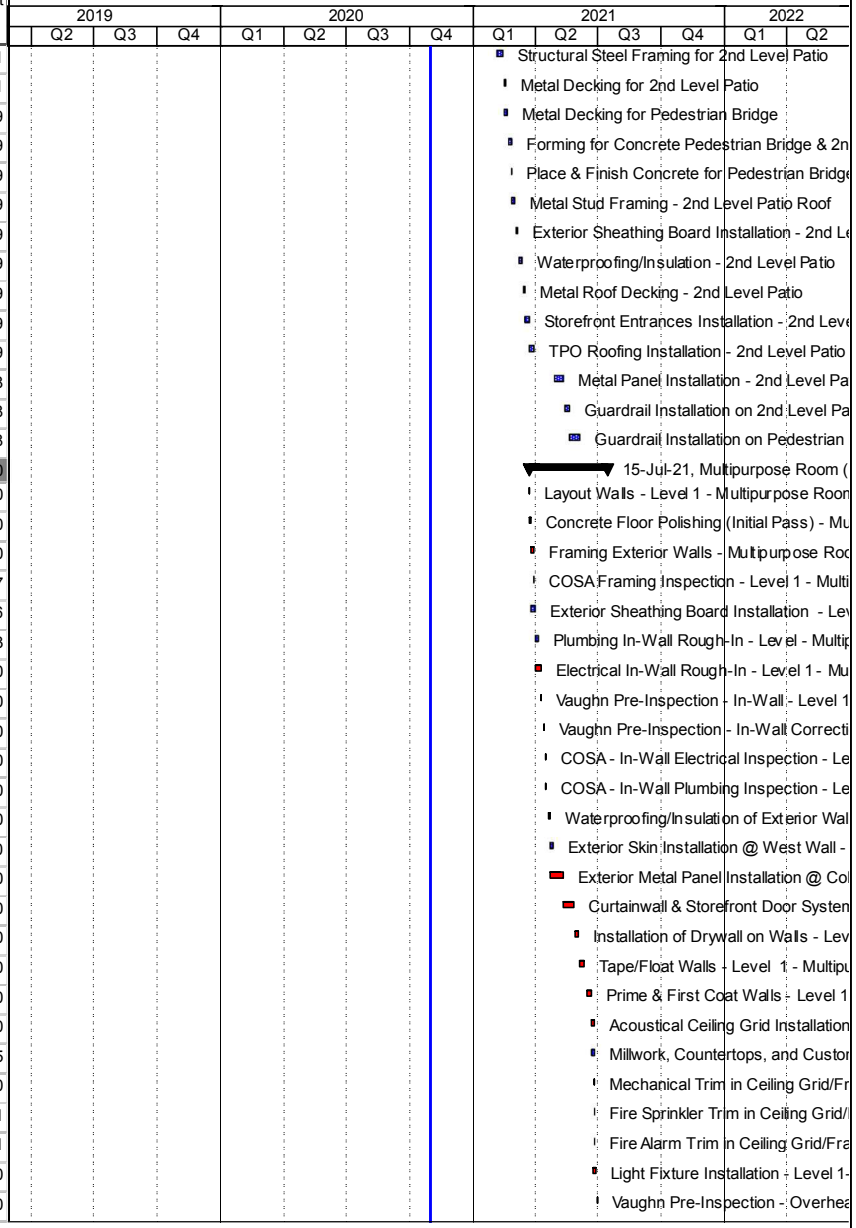
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
Exterior Work		226	31-Aug-20 A	22-Jul-21	18
Exterior Expansion & Renovation - Courtyard Area		171	31-Aug-20 A	04-May-21	28
A3720	Exterior Skin Removal - Brick Stair Tower & North Elevation - Courtyard	20	31-Aug-20 A	28-Sep-20 A	
A3840	Abatement of Existing CMU Walls behind Skin Removal	24	08-Sep-20 A	14-Oct-20 A	
A3730	Site Clearing & Grubbing - Courtyard	10	15-Oct-20 A	28-Oct-20 A	
A3740	Site Concrete Removals - Courtyard	10	16-Oct-20 A	29-Oct-20 A	
A3750	Mass Excavation - Courtyard	15	30-Oct-20	19-Nov-20	0
A6820	Underground Storm Water Piping & New Storm Water Box - Courtyard	10	20-Nov-20	07-Dec-20	0
A6830	Trench Drainage System Installation - Courtyard	12	25-Nov-20	14-Dec-20	0
A6920	Base Fill & Compaction - Courtyard	15	20-Nov-20	14-Dec-20	0
A3760	Structural Steel Column Erection (On Existing Concrete Beams) - Cour	5	15-Dec-20	21-Dec-20	26
A6880	Grade Beam Excavation for Concrete Retaining Walls - Courtyard	10	15-Dec-20	30-Dec-20	0
A6890	Concrete Formwork for Retaining Walls - Courtyard	15	31-Dec-20	21-Jan-21	0
A6900	Concrete Reinforcement for Retaining Walls - Courtyard	5	22-Jan-21	28-Jan-21	0
A6910	Place & Finish Concrete Retaining Walls - Courtyard	1	29-Jan-21	29-Jan-21	0
A6840	Subgrade Prep for Concrete Flatwork - Courtyard	8	01-Feb-21	10-Feb-21	0
A6970	Concrete Formwork for Flatwork - Acid Etched - Courtyard	5	11-Feb-21	17-Feb-21	0
A6980	Concrete Reinforcement for Flatwork - Acid Etched - Courtyard	5	18-Feb-21	24-Feb-21	0
A6990	Place & Finish Concrete Flatwork - Acid Etched - Courtyard	3	23-Feb-21	25-Feb-21	0
A7000	Concrete Formwork for Flatwork - Stamped Concrete - Courtyard	8	26-Feb-21	09-Mar-21	0
A7010	Concrete Reinforcement for Flatwork - Stamped Concrete - Courtyard	3	10-Mar-21	12-Mar-21	2
A7020	Place & Finish Concrete Flatwork - Stamped Concrete - Courtyard	1	15-Mar-21	15-Mar-21	2
A6850	Concrete Formwork for Flatwork - Courtyard	8	08-Mar-21	17-Mar-21	0
A6860	Concrete Reinforcement for Flatwork - Courtyard	3	18-Mar-21	22-Mar-21	0
A6870	Place & Finish Concrete Flatwork - Courtyard	1	23-Mar-21	23-Mar-21	0
A6930	Concrete Formwork for Planter Beds - Courtyard	5	24-Mar-21	30-Mar-21	28
A6940	Concrete Reinforcement for Planter Beds - Courtyard	5	31-Mar-21	06-Apr-21	28
A6950	Place & Finish Concrete for Planter Beds - Courtyard	5	07-Apr-21	13-Apr-21	28
A6960	Masonry on Retaining Walls & Planter Beds - Courtyard	15	14-Apr-21	04-May-21	28
Exterior Skin & Glazing Systems - Courtyard Area		32	16-Mar-21	28-Apr-21	18
A7030	Exterior Sheathing Board Installation - North Elevation - Courtyard	3	16-Mar-21	18-Mar-21	18
A2890	Exterior Sheathing Board Installation - Stair Tower - Courtyard	5	19-Mar-21	25-Mar-21	27
A7050	Waterproofing/Insulation - North Elevation - Courtyard	5	19-Mar-21	25-Mar-21	18
A7060	Waterproofing/Insulation - Stair Tower - Courtyard	5	26-Mar-21	01-Apr-21	27
A2850	Curtainwall Installation - North Elevation - Courtyard	5	30-Mar-21	05-Apr-21	18
A2860	Metal Panel Installation - North Elevation - Courtyard	7	06-Apr-21	14-Apr-21	18
A7040	Metal Panel Installation - Stair Tower - Courtyard	10	15-Apr-21	28-Apr-21	18
Exterior Expansion & Renovation - New Entrance (Bridge & 2nd Floor Patio)		88	01-Feb-21	03-Jun-21	18
A3050	Structural Steel Beam Installation for Bridge	3	01-Feb-21	03-Feb-21	39
A7090	Structural Steel Framing for Pedestrian Bridge	7	04-Feb-21	12-Feb-21	39



Actual Work | Critical | Summary
Normal Activity | Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A7100	Structural Steel Framing for 2nd Level Patio	7	04-Feb-21	12-Feb-21	41
A7080	Metal Decking for 2nd Level Patio	3	15-Feb-21	17-Feb-21	41
A7070	Metal Decking for Pedestrian Bridge	5	15-Feb-21	19-Feb-21	39
A2980	Forming for Concrete Pedestrian Bridge & 2nd Level Patio	3	22-Feb-21	24-Feb-21	39
A2990	Place & Finish Concrete for Pedestrian Bridge & 2nd Level Patio	1	25-Feb-21	25-Feb-21	39
A7110	Metal Stud Framing - 2nd Level Patio Roof	3	26-Feb-21	02-Mar-21	39
A7120	Exterior Sheathing Board Installation - 2nd Level Patio	3	03-Mar-21	05-Mar-21	39
A7130	Waterproofing/Insulation - 2nd Level Patio	5	08-Mar-21	12-Mar-21	39
A7160	Metal Roof Decking - 2nd Level Patio	2	15-Mar-21	16-Mar-21	39
A7140	Storefront Entrances Installation - 2nd Level Patio	5	17-Mar-21	23-Mar-21	39
A7170	TPO Roofing Installation - 2nd Level Patio	5	24-Mar-21	30-Mar-21	39
A7150	Metal Panel Installation - 2nd Level Patio - Columns & Soffits	10	29-Apr-21	12-May-21	18
A7750	Guardrail Installation on 2nd Level Patio	5	13-May-21	19-May-21	18
A7740	Guardrail Installation on Pedestrian Bridge	10	20-May-21	03-Jun-21	18
Multipurpose Room (1,200 sqft)		81	23-Mar-21	15-Jul-21	0
A11490	Layout Walls - Level 1 - Multipurpose Room	1	23-Mar-21	23-Mar-21	0
A11500	Concrete Floor Polishing (Initial Pass) - Multipurpose Room	3	23-Mar-21	25-Mar-21	0
A11510	Framing Exterior Walls - Multipurpose Room	3	26-Mar-21	30-Mar-21	0
A11550	COSA Framing Inspection - Level 1 - Multipurpose Room	1	30-Mar-21	30-Mar-21	7
A11520	Exterior Sheathing Board Installation - Level 1 - Multipurpose Room	4	26-Mar-21	31-Mar-21	16
A11540	Plumbing In-Wall Rough-In - Level - Multipurpose Room	4	31-Mar-21	05-Apr-21	3
A11530	Electrical In-Wall Rough-In - Level 1 - Multipurpose Room	7	31-Mar-21	08-Apr-21	0
A11560	Vaughn Pre-Inspection - In-Wall - Level 1 - Multipurpose Room	1	09-Apr-21	09-Apr-21	0
A11570	Vaughn Pre-Inspection - In-Wall Corrections - Level 1 - Multipurpose R	2	13-Apr-21	14-Apr-21	0
A11580	COSA - In-Wall Electrical Inspection - Level 1 - Multipurpose Room	1	15-Apr-21	15-Apr-21	0
A11590	COSA - In-Wall Plumbing Inspection - Level 1- Multipurpose Room	1	16-Apr-21	16-Apr-21	0
A11600	Waterproofing/Insulation of Exterior Walls - Level 1 - Multipurpose Roo	4	19-Apr-21	22-Apr-21	0
A11900	Exterior Skin Installation @ West Wall - Level 1 - Multipurpose Room	2	23-Apr-21	26-Apr-21	10
A11890	Exterior Metal Panel Installation @ Columns - Level 1 Multipurpose Roc	12	23-Apr-21	10-May-21	0
A11640	Curtainwall & Storefront Door System Installation - Level 1 - Multipurpos	13	11-May-21	27-May-21	0
A11630	Installation of Drywall on Walls - Level 1 - Multipurpose Room	3	28-May-21	02-Jun-21	0
A11610	Tape/Float Walls - Level 1 - Multipurpose Room	7	03-Jun-21	11-Jun-21	0
A11620	Prime & First Coat Walls - Level 1 - Multipurpose Room	6	14-Jun-21	21-Jun-21	0
A11650	Acoustical Ceiling Grid Installation - Level 1 - Multipupose Room	3	22-Jun-21	24-Jun-21	0
A11800	Millwork, Countertops, and Custom Furnishings - Level 1 - Multipurpose	4	22-Jun-21	25-Jun-21	5
A11680	Mechanical Trim in Ceiling Grid/Framing - Level 1 - Multipurpose Room	1	25-Jun-21	25-Jun-21	0
A11690	Fire Sprinkler Trim in Ceiling Grid/Framing - Level 1 - Multipurpose Roo	1	25-Jun-21	25-Jun-21	1
A11700	Fire Alarm Trim in Ceiling Grid/Framing - Level 1 - Multipurpose Room	1	25-Jun-21	25-Jun-21	1
A11670	Light Fixture Installation - Level 1- Multipurpose Room	3	24-Jun-21	28-Jun-21	0
A11710	Vaughn Pre-Inspection - Overhead (Close Ceiling) - Level 1 - Multipurp	1	29-Jun-21	29-Jun-21	0

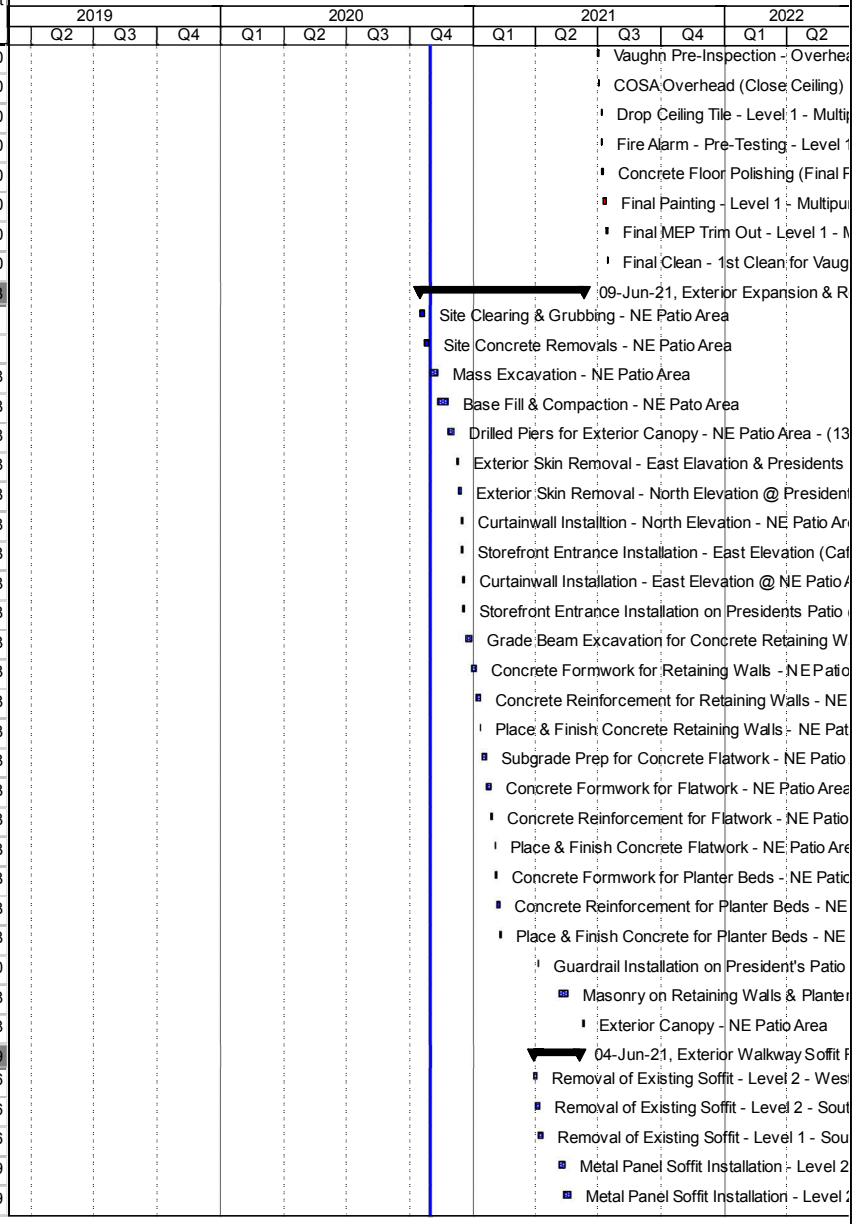


Actual Work Critical Summary

Normal Activity Milestone

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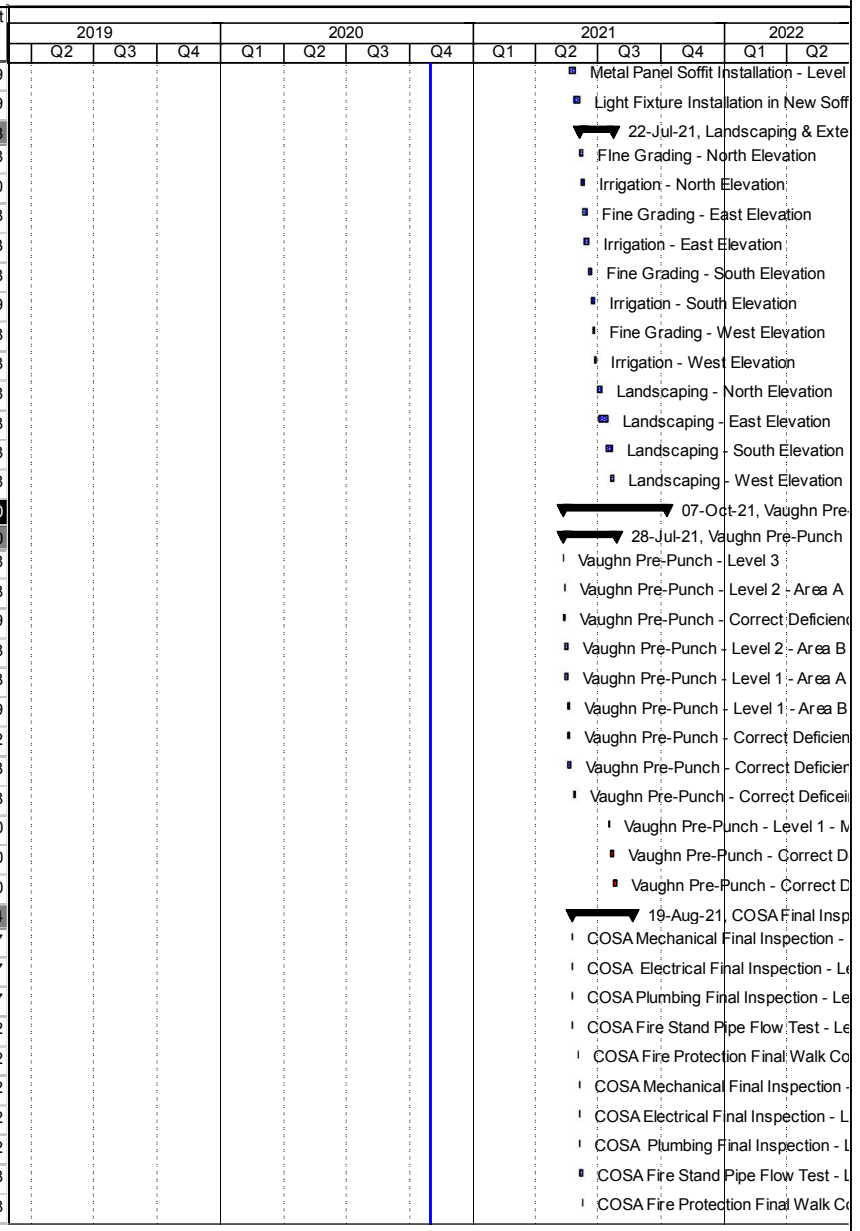
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A11720	Vaughn Pre-Inspection - Overhead (Close Ceiling) Corrections - Level	2	30-Jun-21	01-Jul-21	0
A11740	COSA Overhead (Close Ceiling) Inspection - Level 1 - Multipurpose Ro	1	02-Jul-21	02-Jul-21	0
A11810	Drop Ceiling Tile - Level 1 - Multipurpose Room	1	06-Jul-21	06-Jul-21	0
A11820	Fire Alarm - Pre-Testing - Level 1 - Multipurpose Room	1	06-Jul-21	06-Jul-21	0
A11830	Concrete Floor Polishing (Final Pass) - Level 1 - Multipurpose Room	1	07-Jul-21	07-Jul-21	0
A11860	Final Painting - Level 1 - Multipurpose Room	3	08-Jul-21	12-Jul-21	0
A11870	Final MEP Trim Out - Level 1 - Multipurpose Room	3	12-Jul-21	14-Jul-21	0
A11880	Final Clean - 1st Clean for Vaughn Punch List - Level 1 - Multipurpose F	1	15-Jul-21	15-Jul-21	0
Exterior Expansion & Renovation - Existing Entrance & New Patio Area		163	16-Oct-20 A	09-Jun-21	18
A2110	Site Clearing & Grubbing - NE Patio Area	5	16-Oct-20 A	23-Oct-20 A	
A3690	Site Concrete Removals - NE Patio Area	5	23-Oct-20 A	29-Oct-20 A	
A7470	Mass Excavation - NE Patio Area	8	30-Oct-20	10-Nov-20	88
A7480	Base Fill & Compaction - NE Pato Area	10	11-Nov-20	24-Nov-20	88
A3770	Drilled Piers for Exterior Canopy - NE Patio Area - (13 Piers)	6	25-Nov-20	04-Dec-20	88
A7710	Exterior Skin Removal - East Elavation & Presidents Patio -	3	07-Dec-20	09-Dec-20	88
A7500	Exterior Skin Removal - North Elevation @ Presidents Office	3	10-Dec-20	14-Dec-20	88
A7720	Curtainwall Installtion - North Elevation - NE Patio Area	2	15-Dec-20	16-Dec-20	88
A7790	Storefront Entrance Installation - East Elevation (Cafe Entrance) - NE F	2	15-Dec-20	16-Dec-20	118
A7770	Curtainwall Installation - East Elevation @ NE Patio Area	2	17-Dec-20	18-Dec-20	88
A7780	Storefront Entrance Installation on Presidents Patio @ NE Patio Area	2	17-Dec-20	18-Dec-20	118
A7530	Grade Beam Excavation for Concrete Retaining Walls - NE Patio Area	5	21-Dec-20	29-Dec-20	88
A7540	Concrete Formwork for Retaining Walls - NE Patio Area	3	30-Dec-20	04-Jan-21	88
A7550	Concrete Reinforcement for Retaining Walls - NE Patio Area	5	05-Jan-21	11-Jan-21	88
A7560	Place & Finish Concrete Retaining Walls - NE Patio Area	1	12-Jan-21	12-Jan-21	88
A7570	Subgrade Prep for Concrete Flatwork - NE Patio Area	5	13-Jan-21	19-Jan-21	88
A7640	Concrete Formwork for Flatwork - NE Patio Area	5	20-Jan-21	26-Jan-21	88
A7650	Concrete Reinforcement for Flatwork - NE Patio Area	3	27-Jan-21	29-Jan-21	88
A7660	Place & Finish Concrete Flatwork - NE Patio Area	1	01-Feb-21	01-Feb-21	88
A7670	Concrete Formwork for Planter Beds - NE Patio Area	2	02-Feb-21	03-Feb-21	88
A7680	Concrete Reinforcement for Planter Beds - NE Patio Area	3	04-Feb-21	08-Feb-21	88
A7690	Place & Finish Concrete for Planter Beds - NE Patio Area	1	09-Feb-21	09-Feb-21	88
A7760	Guardrail Installation on President's Patio @ NE Patio Area	1	05-Apr-21	05-Apr-21	60
A7700	Masonry on Retaining Walls & Planter Beds - NE Patio Area	10	05-May-21	18-May-21	28
A7730	Exterior Canopy - NE Patio Area	2	08-Jun-21	09-Jun-21	18
Exterior Walkway Soffit Replacement - South & West Elevations		49	29-Mar-21	04-Jun-21	49
A7800	Removal of Existing Soffit - Level 2 - West Elevation	5	29-Mar-21	02-Apr-21	66
A7810	Removal of Existing Soffit - Level 2 - South Elevation	5	01-Apr-21	07-Apr-21	66
A7820	Removal of Existing Soffit - Level 1 - South Elevation	5	06-Apr-21	12-Apr-21	66
A7830	Metal Panel Soffit Installation - Level 2 - West Elevation	7	06-May-21	14-May-21	49
A7840	Metal Panel Soffit Installation - Level 2 - South Elevation	8	12-May-21	21-May-21	49



Actual Work | Critical | Summary
Normal Activity | Milestone

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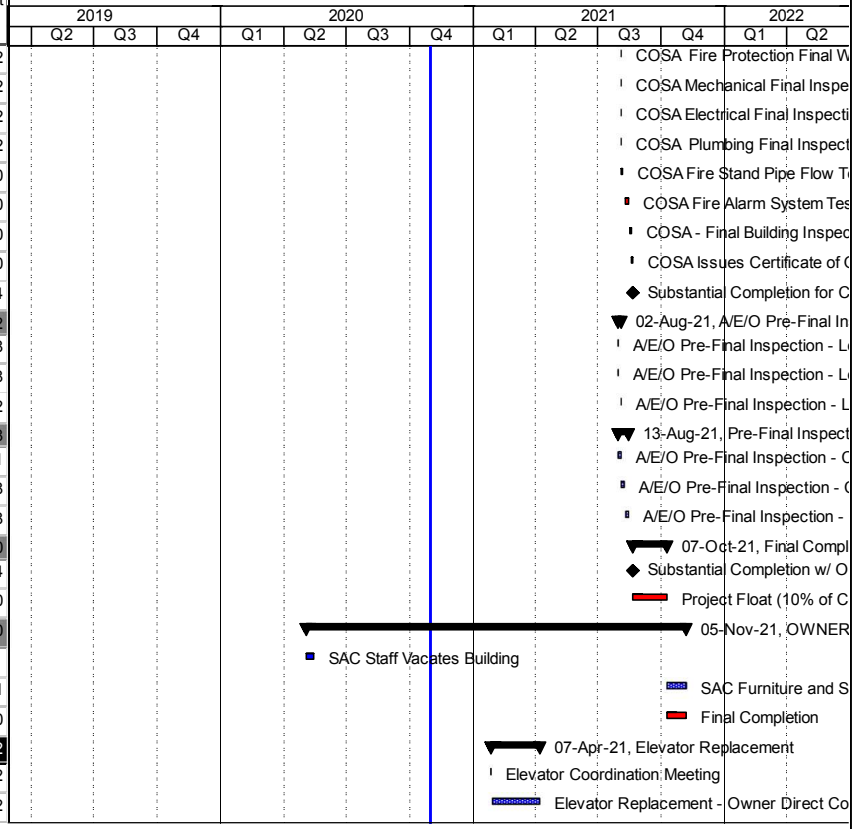
Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
A7850	Metal Panel Soffit Installation - Level 1 - South Elevation	8	19-May-21	28-May-21	49
A7860	Light Fixture Installation in New Soffits	7	26-May-21	04-Jun-21	49
Landscaping & Exterior Improvements		34	04-Jun-21	22-Jul-21	18
A3060	FIne Grading - North Elevation	2	04-Jun-21	07-Jun-21	18
A3200	Irrigation - North Elevation	3	07-Jun-21	09-Jun-21	20
A8250	Fine Grading - East Elevation	5	09-Jun-21	15-Jun-21	18
A3070	Irrigation - East Elevation	4	11-Jun-21	16-Jun-21	23
A8260	Fine Grading - South Elevation	4	16-Jun-21	21-Jun-21	18
A3010	Irrigation - South Elevation	4	22-Jun-21	25-Jun-21	19
A3040	Fine Grading - West Elevation	2	24-Jun-21	25-Jun-21	18
A3190	Irrigation - West Elevation	2	25-Jun-21	28-Jun-21	18
A3020	Landscaping - North Elevation	5	29-Jun-21	06-Jul-21	18
A3030	Landscaping - East Elevation	10	01-Jul-21	15-Jul-21	18
A3210	Landscaping - South Elevation	7	12-Jul-21	20-Jul-21	18
A8340	Landscaping - West Elevation	3	20-Jul-21	22-Jul-21	18
Vaughn Pre-Punch, Pre-Final / Final Inspections & Occupancy		104	12-May-21	07-Oct-21	0
Vaughn Pre-Punch		54	12-May-21	28-Jul-21	0
A7870	Vaughn Pre-Punch - Level 3	1	12-May-21	12-May-21	38
A7880	Vaughn Pre-Punch - Level 2 - Area A	1	13-May-21	13-May-21	38
A7930	Vaughn Pre-Punch - Correct Deficiencies - Level 3	3	12-May-21	14-May-21	39
A7890	Vaughn Pre-Punch - Level 2 - Area B	2	14-May-21	17-May-21	38
A7900	Vaughn Pre-Punch - Level 1 - Area A	2	14-May-21	17-May-21	38
A7910	Vaughn Pre-Punch - Level 1 - Area B	2	18-May-21	19-May-21	39
A7940	Vaughn Pre-Punch - Correct Deficiencies - Level 2 - Area A	3	17-May-21	19-May-21	42
A7960	Vaughn Pre-Punch - Correct Deficiencies - Level 1 - Area A	4	18-May-21	21-May-21	38
A7950	Vaughn Pre-Punch - Correct Deficeincies - Level 2 - Area B	3	26-May-21	28-May-21	38
A7920	Vaughn Pre-Punch - Level 1 - Multipurpose Room	1	16-Jul-21	16-Jul-21	0
A7970	Vaughn Pre-Punch - Correct Deficiencies - Level 1 - Area B	4	19-Jul-21	22-Jul-21	0
A7980	Vaughn Pre-Punch - Correct Deficeincies - Level 1 - Multipurpose Room	4	23-Jul-21	28-Jul-21	0
COSA Final Inspections / Occupancy		62	24-May-21	19-Aug-21	34
AHJ-Mech F	COSA Mechanical Final Inspection - Level 3	1	24-May-21	24-May-21	47
AHJ-Elect Fi	COSA Electrical Final Inspection - Level 3	1	24-May-21	24-May-21	47
AHJ Plumb F	COSA Plumbing Final Inspection - Level 3	1	24-May-21	24-May-21	47
AHJ - FP Pu	COSA Fire Stand Pipe Flow Test - Level 3	1	24-May-21	24-May-21	42
AHJ-FP Fina	COSA Fire Protection Final Walk Coverage Inspection - Level 3	1	01-Jun-21	01-Jun-21	42
AHJ-Mech F	COSA Mechanical Final Inspection - Level 2	1	03-Jun-21	03-Jun-21	42
AHJ-Elect Fi	COSA Electrical Final Inspection - Level 2	1	03-Jun-21	03-Jun-21	42
AHJ Plumb F	COSA Plumbing Final Inspection - Level 2	1	03-Jun-21	03-Jun-21	42
AHJ - FP Pu	COSA Fire Stand Pipe Flow Test - Level 2	3	03-Jun-21	07-Jun-21	38
AHJ-FP Fina	COSA Fire Protection Final Walk Coverage Inspection - Level 2	1	08-Jun-21	08-Jun-21	38



Actual Work Critical Summary
Normal Activity Milestone

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Activity ID	Activity Name	Original Duration	Start	Finish	Total Float
AHJ-FP Fina	COSA Fire Protection Final Walk Coverage Inspection - Level 1	1	02-Aug-21	02-Aug-21	2
AHJ-Mech F	COSA Mechanical Final Inspection - Level 1	1	02-Aug-21	02-Aug-21	2
AHJ-Elect Fi	COSA Electrical Final Inspection - Level 1	1	02-Aug-21	02-Aug-21	2
AHJ Plumb F	COSA Plumbing Final Inspection - Level 1	1	02-Aug-21	02-Aug-21	2
AHJ - FP Pui	COSA Fire Stand Pipe Flow Test Level 1	3	02-Aug-21	04-Aug-21	0
AHJ-FA	COSA Fire Alarm System Testing - All Floors	5	09-Aug-21	13-Aug-21	0
AHJ Building	COSA - Final Building Inspection	2	16-Aug-21	17-Aug-21	0
A8080	COSA Issues Certificate of Occupancy	2	18-Aug-21	19-Aug-21	0
A8090	Substantial Completion for C of O (without CM float)	0		19-Aug-21	34
A/E/O Pre-Final Inspections		3	29-Jul-21	02-Aug-21	42
A7990	A/E/O Pre-Final Inspection - Level 3	1	29-Jul-21	29-Jul-21	38
A8000	A/E/O Pre-Final Inspection - Level 2	1	30-Jul-21	30-Jul-21	38
A8010	A/E/O Pre-Final Inspection - Level 1	1	02-Aug-21	02-Aug-21	42
Pre-Final Inspections Corrections / Verification		11	30-Jul-21	13-Aug-21	38
A8020	A/E/O Pre-Final Inspection - Correct Deficiencies - Level 3	3	30-Jul-21	03-Aug-21	41
A8030	A/E/O Pre-Final Inspection - Correct Deficiencies - Level 2	5	02-Aug-21	06-Aug-21	38
A8040	A/E/O Pre-Final Inspection - Correct Deficiencies - Level 1	5	09-Aug-21	13-Aug-21	38
Final Completion		34	19-Aug-21	07-Oct-21	0
A1380	Substantial Completion w/ Out Float	0		19-Aug-21	34
A1910	Project Float (10% of Construction Duration)	34	20-Aug-21	07-Oct-21	0
OWNER ACTIVITIES		365	04-May-20 A	05-Nov-21	0
A3660	SAC Staff Vacates Building	15	04-May-20 A	15-May-20 A	
A1920	SAC Furniture and Special Equipment Move-In	20	08-Oct-21	04-Nov-21	1
A1930	Final Completion	21	08-Oct-21	05-Nov-21*	0
Elevator Replacement		51	27-Jan-21	07-Apr-21	62
A6230	Elevator Coordination Meeting	1	27-Jan-21	27-Jan-21	62
A6220	Elevator Replacement - Owner Direct Contract	50	28-Jan-21	07-Apr-21	62



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Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

General Information

Location/Campus:	San Antonio College	**Bond Tranche #:**	2
Project Title:	Fletcher Student Success Building Renovation with M	**Target Completion:**	11/6/2021
Project Type:	Renovation	**Square Footage:**	60,039
Project Manager:	Tony Alfaro	**Construction Manager:**	J.T. Vaughn Construction, LLC
Architect/Engineer:	O'Connell Robertson	**Furniture:**	Office Source

Project Description: This project proposes a renovation of the existing Fletcher Administration Center and the construction of a main entry. The building is centrally located on the San Antonio College campus, directly adjacent to the Moody Learning Center.

Revenue Source		**Projected Costs**	**% Overage**	**0%**
Gen. Oblig. Bonds	$ 20,000,000.00	**Current Estimated GMP:**	**$**	**17,202,118**
Maintenance Tax Notes:	$ 11,100,000.00	**Original FF&E Budget:**	**$**	**840,000**
G.O. Bond Trnsfr To NEW SCIENCE BLDG.	$ (10,835,000.00)	**Current Estimated Soft Costs:**	**$**	**2,219,204**
	$ -			
Total Revenue:	**$ 20,265,000**	**Total Projected Costs:**	**$**	**20,261,321**

Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrances	Expenditures	Remaining Budget
Construction Budget (GMP)	$ 13,333,333	$ 3,868,785	$ 17,202,118	$ 18,552,118	$ 3,636,387	$ 13,565,731
Arch. & Eng.:	$ 1,333,333	$ 467,358	$ 1,800,691	$ 1,223,220	$ 1,251,810	$ 548,881
Const. Mtrls.Testing:	$ 266,667	$ (210,380)	$ 56,287	$ 56,287		$ (0)
Spclzd. Eng. Services:	$ 133,333	$ (102,012)	$ 31,321	$ 29,689	$ 29,689	$ 1,632
Bldg Permit & Dev. Fees:	$ 133,333	$ (16,551)	$ 116,782			$ 116,782
Public Art 1% of Cost of work:	$ 133,333	$ 80,788	$ 214,121	$ -	$ -	$ 214,121
F,F&E:	$ 4,666,667	$ (3,826,667)	$ 840,000	$ -	$ -	$ 840,000
			$ -	$ -	$ -	$ -
Total Bond Funded Budget:	**$ 20,000,000**	**$ 261,321**	**$ 20,261,321**	**$ 19,861,314**	**$ 4,917,886**	**$ 15,287,148**

Variance from Bond Revenue: $ (10,835,000.00)

Budget Comments: To maximize utilization of MTN, SAC's portion ($11M) will be utilized fully for the Fletcher Bldg. Renovation GMP. Approximately $9.6M of the $20M G.O.Bonds budgeted for Fletcher will be reallocated to other CIP projects.

One-Time Costs in (Year Completed) to open Facility:

	Original Budget	Revisions	Revised Budget	Encumbrance	Expenditures	Remaining Budget
Construction Budget (GMP w MTN Portion)	$ -	$ 11,000,000	$ 11,000,000	$ -	$ -	$ -
F,F&E:	$ -	$ -	$ -	$ -	$ -	$ -
Total One-Time Budget:	**$ -**	**$ 11,000,000**	**$ 11,000,000**	**$ -**	**$ -**	**$ -**

Variance from Other Revenues:

Budget Comments: To maximize utilization of MTN, SAC's portion ($11M) will be utilized fully for the Fletcher Bldg.

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Discussion and Possible Action on Guaranteed Maximum Price for Alamo Colleges District – San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP), Construction Manager-at-Risk Contract with J.T. Vaughn Construction, LLC. (CSP 18C-005)

Presented to the Board Acting as Committee of the Whole on December 1, 2020 and now presented to the Board for approval on December 8, 2020.

MINUTE ORDER

"The Board of Trustees hereby approves the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with J.T. Vaughn Construction, LLC in the amount of $14,371,523 (including contingency) for the construction of the Alamo Colleges District – San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP), subject to subsequent execution of GMP amendment acceptable to District counsel by Chancellor or delegate.

PURPOSE

To approve the Guaranteed Maximum Price Construction Manager-at-Risk fee negotiated with J.T. Vaughn Construction, LLC in an amount not to exceed $14,371,523 for the construction of the Alamo Colleges District – San Antonio College (SAC) Early Child Care and Santikos Micronauts Capital Improvement Project (CIP) subject to staff confirmation of scope and subsequent execution of GMP amendment.

BACKGROUND

In February 27, 2018, the Board approved the purchase of Construction Manager-at-Risk Services for the District for the General Obligation Bond Projects. Alamo Colleges District staff, the Construction Program Manager and the Architect have negotiated with the contractor for a Guaranteed Maximum Price (GMP) of $14,371,523 (including contingency) for this work. The GMP as presently drafted includes $166,310 Pre-Construction Services, $1,831,689 General Conditions Cost, and $490,080 Construction Phase Fee. The Construction Program Manager, Architect, and Construction Manager-at-Risk have analyzed a variety of value engineering alternatives for this project. This GMP represents the best value for Alamo Colleges District.

MAJOR FEATURES

The Early Childhood Center and Santikos Micronauts Center is a new 21,000 square foot facility consisting of an early childhood center and Micronauts STEM learning environment for Pre-K through elementary school students. The childhood center will include 8 classrooms with sinks, administrative suite, food preparation kitchen, changing stations at infant classrooms, restrooms with child-height fixtures at Toddler and Pre-K classrooms, and collaborative spaces including a reading area, library collection and multipurpose classroom. The facility will have covered canopies, nature-based playgrounds, paved tricycle paths, vegetable and butterfly gardens and outdoor learning areas. The Santikos Micronauts Center will house a simulated space station experience. The location of the project will be at the Southwest corner of San Antonio College adjacent to the nearly complete Garage 3 project as well and a new campus entrance on San Pedro.

IMPLICATIONS

Financial: GMP: $14,371,523 of Total Project Costs of $**16,200,000**.
$15,200,000 of G.O. Bonds will fund **$14,371,523** of construction cost and **$828,477** of project soft costs and FFE. The **$500,000** Santikos grant and **$500,000** SAC Institutional Match will fund other soft costs such as furniture and equipment.
Strategic Objective: Goal I – Student Success; Goal III – Performance Excellence
SWMBE/HUB Participation: 24%
Employee Services:
ATTACHMENTS: Building and Site Plan, Project Summary Sheet

DocuSigned by:
Robert Vela
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Dr. Robert Vela
President, San Antonio College

DocuSigned by:
Lacy Hampton
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Lacy Hampton
Interim Associate Vice Chancellor
G.O. Bond Construction Improvement Program (CIP)

DocuSigned by:
Diane Snyder
C8AA3C272D984B2...
Diane E. Snyder, CPA, Ph.D.
Vice Chancellor for Finance & Administration

DocuSigned by:
A1956726E5BF4CD...
Dr. Mike Flores
Chancellor

Capital Improvement Program - Project Summary

ALAMO COLLEGES DISTRICT

General Information

Location/Campus:	San Antonio College	**Bond Tranche #:**	1
Project Title:	Early Childcare Center & Micronauts	**Target Completion:**	2/27/2022
Project Type:	New Building and Demolition	**Target Square Footage:**	21,000
Project Manager:	Tony Alfaro	**Construction Manager:**	J.T. Vaughn Construction, LLC
Architect/Engineer:	O'Connell Robertson	**Furniture:**	TBD

Project Description: Originally this project was part of the SAC Garage 3 project. In December 2018 the Board placed this project on hold and proceeded with the Garage only. In May 2020 the Board approved the re-balancing of funds for the SAC Campus and approved this Early Childcare Center and Micronauts (ECCMN) project as a stand alone project. The re-design of this project was completed in August 2020. The re-design reduced the original scope to approximately 21,000GSF. This facility, when completed will replace the existing Childcare facility that no longer meets accreditation requirements.

Revenue Source		Projected Costs	% Overage	0%
Original Gen. Oblig. Bonds	$ 4,000,000.00	**Current Estimated GMP:**	**$**	**14,371,523**
G.O. Bond Transfer From PPI to CCC	$ 2,279,551.00	**Original FF&E Budget:**	**$**	**270,000**
G.O. Bond Transfer From McAllister	$ 1,617,740.00	**Current Estimated Soft Costs:**	**$**	**1,558,477**
G.O. Bond Transfer From Chance to	$ 7,302,709.00		$	-
Maintenance Tax Notes:	$ -		$	-
Santikos	$ 500,000.00		$	-
Inst. Funds - grant match	$ 500,000.00		$	-
Total Revenue:	**$ 16,200,000.00**	**Total Projected Costs:**	**$**	**16,200,000**

Bond Funded Expenditure Budget

	Original Budget	Revisions	Revised Budget	Encumbrances	Expenditures	Remaining Budget
Construction Budget:	$ 2,666,667	$ 11,706,734	$ 14,373,401			$ 14,373,401
Arch. & Eng.:	$ 266,667	$ 1,035,211	$ 1,301,878	$ 1,275,253	$ 907,583	$ 26,625
Const. Mtrls.Testing:	$ 53,333	$ (40,333)	$ 13,000			$ 13,000
Spclzd. Eng. Services:	$ 26,667	$ 8,333	$ 35,000		$ 8,701	$ 35,000
Bldg. Permit & Dev. Fees:	$ 26,667	$ 8,333	$ 35,000			$ 35,000
Public Art:	$ 26,667	$ 146,933	$ 173,600	$ -	$ -	$ 173,600
F,F&E:	$ 933,333	$ (663,333)	$ 270,000	$ -	$ -	$ 270,000
		$ -	$ -	$ -	$ -	$ -
Total Bond Funded Budget:	**$ 4,000,000**	**$ 12,201,878**	**$ 16,201,878**	**$ 1,275,253**	**$ 916,284**	**$ 14,926,625**
Variance from Bond Revenue:	$ -					

Budget Comments: There is a Santikos Gift of $500K associated with this project for the Micronauts program. Additionally, SAC has a matching grant of $500K. The removal of the McAllister scope and using MTN for additional funding at Fletcher allows for the re-allocation of funding for this project.

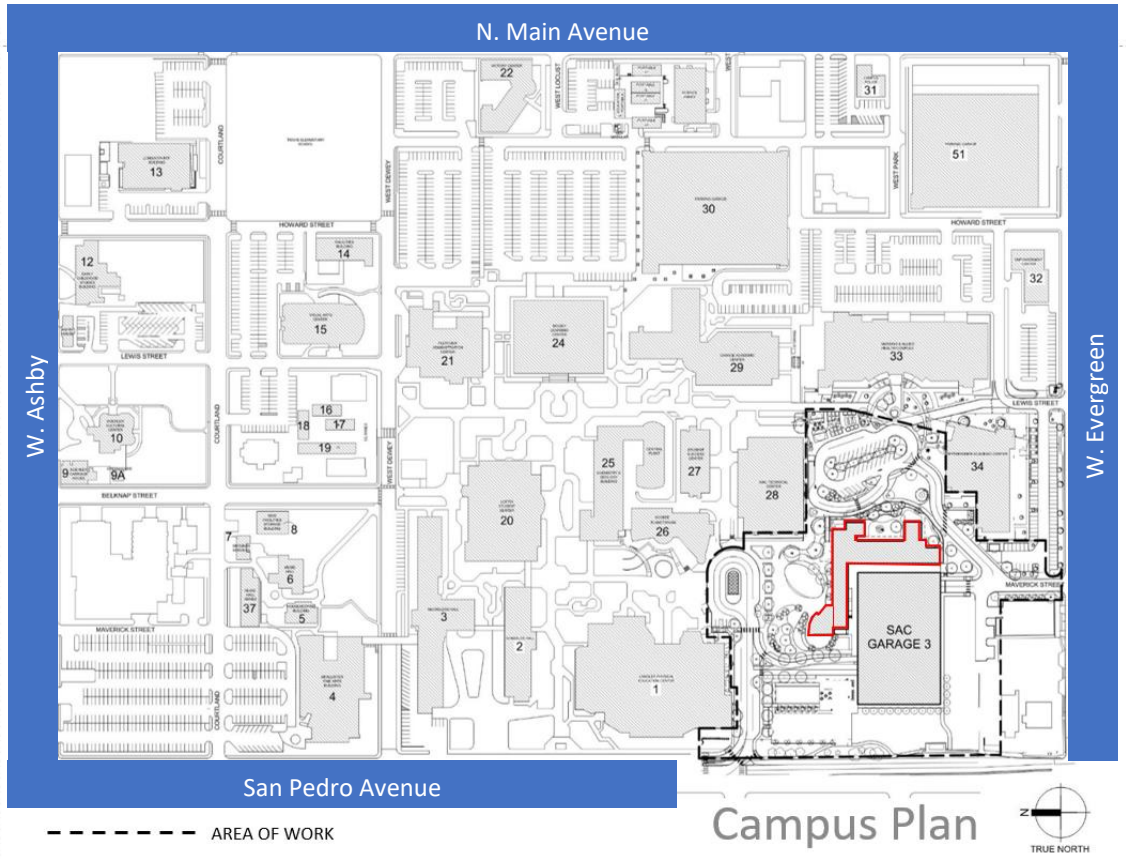
DRAFT 11/23/2020

Capital Improvement Program - Project Summary

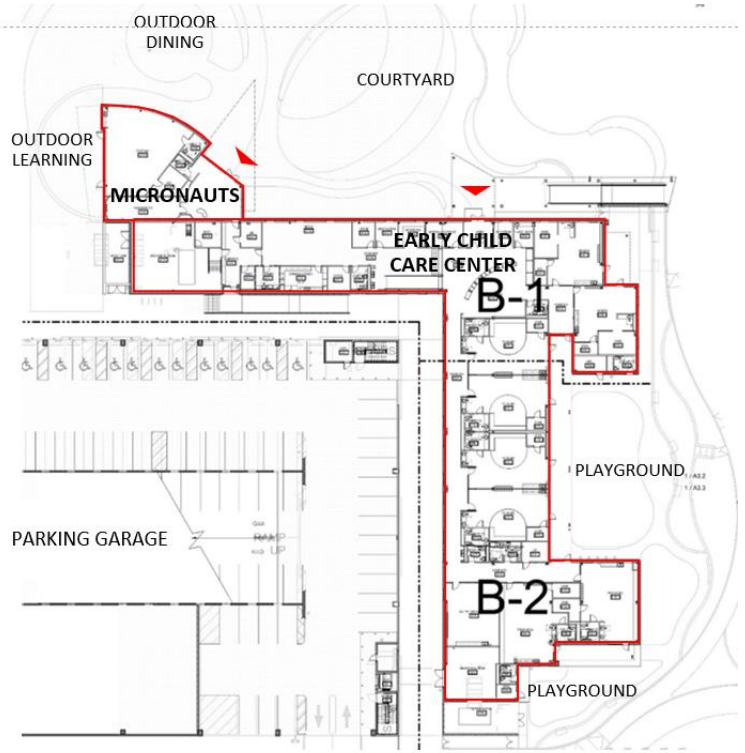
ALAMO COLLEGES DISTRICT

One-Time Costs in (Year Completed) to open Facility:	Original Budget	Revisions	Revised Budget	Encumbrance	Expenditures	Remaining Budget
Santikos (Construction)	$ -	$ 500,000	$ 500,000	$ -	$ -	$ -
Inst. Funds - grant match (Const.)	$ -	$ 500,000	$ 500,000	$ -	$ -	$ -
Total One-Time Budget:	**$ -**	**$ 1,000,000**	**$ 1,000,000**	**$ -**	**$ -**	**$ -**
Variance from Other Revenues:						
Budget Comments:						

ALAMO COLLEGES DISTRICT
San Antonio College



Campus Plan



Composite Floor Plan

EARLY CHILDCARE CENTER AND MICRONAUT SITE PLAN
SAN ANTONIO COLLEGE
SAN ANTONIO TEXAS