

**NOTICE OF FACILITIES COMMITTEE MEETING
GALVESTON COMMUNITY COLLEGE DISTRICT
BOARD OF REGENTS**

In compliance with the Open Meetings Act, Texas Government Code, Section 551.041, notice is hereby given that a Facilities Committee Meeting of the Galveston Community College District Board of Regents will be held on **Wednesday, September 21, 2022**, at 4:00 PM in Room M-202, Galveston College, 4015 Avenue Q, Galveston, Texas 77550.

- AGENDA -

- I. Call to Order**
- II. Certification of Posting Notice of Facilities Committee Meeting
- III. Consider Approval of Minutes from November 17, 2021 *(Action Item)* 3
- IV. Citizens Desiring to Appear Before the Committee on Agenda Items
(Please complete a request card prior to the start of the meeting. The Committee Chairperson may limit the time of appearance before the Committee to three minutes.)
- V. Review and Discuss Bids for the New Parking Lot Located on the North Side of Avenue Q 5
- VI. Determine Committee Recommendation to Board of Regents Regarding Bids for New Parking Lot Located on the North Side of Avenue Q *(Action Item)*
- VII. Review and Discuss Proposal for Architectural and Engineering Services for the Renovation of the Second Floor Northern Building and Other Associated Areas 6
- VIII. Determine Committee Recommendation to the Board of Regents on the Proposal for the Architectural and Engineering Services for the Renovation of the Second Floor Northern Building and Other Associated Areas 11
- IX. Review and Discuss Proposal to Replace Moody Hall Window Seals 12
- X. Determine Committee Recommendation to the Board of Regents on the Replacement of Moody Hall Window Seals 17
- XI. Review and Discuss Proposed Fifth Amendment to Lease Agreement Between Galveston College and McCoy Corporation 18
- XII. Determine Committee Recommendation to the Board of Regents on the Proposed Fifth Amendment to the Lease Agreement Between Galveston College and McCoy Corporation 22
- XIII. Consider Authorizing the College President to Enter Into a Contract With an Electricity Provider Through the Houston-Galveston Area Council (H-GAC) Interlocal Agreement 23
- XIV. Determine Committee Recommendation to the Board of Regents Authorizing the College President to Enter Into a Contract With an Electricity Provider Through the Houston-Galveston Area Council (H-GAC) Interlocal Agreement 24
- XV. Adjournment to Closed Meeting in Room M-202: The Board of Regents Facilities Committee, as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, reserves the right to enter into a closed meeting under the following provision of the Act: Section 551.072-Deliberations about Real Property, to deliberate the purchase and value of real property to avoid any

detrimental effect on the position of the College in negotiations with third parties.

XVI. Reconvene Facilities Committee (Open) Meeting in Room M-202 26

XVII. Determine Committee Recommendation to the Board of Regents 27

Regarding Purchase of Real Property

XVIII. Update on the Health Sciences Education Center Construction Project

XIX. Update on Summer Facilities Projects

XX. Update on Softball Field Project

XXI. Adjournment

The notice for this meeting was posted on , in compliance with the Texas Open Meetings Act.

W. Myles Shelton, Ed.D., President

**MINUTES OF THE BOARD OF REGENTS
FACILITIES COMMITTEE MEETING
GALVESTON COMMUNITY COLLEGE DISTRICT
4015 Avenue Q
Galveston, Texas 77550
Room M-220 – Moody Hall
November 17, 2021
3:30 p.m.**

At the Galveston Community College District Board of Regents Facilities Committee Meeting, duly held on Wednesday, November 17, 2021, in Room M-220 of Moody Hall, commencing at 3:30 p.m., the following Facilities Committee members were present: Mr. Michael B. Hughes, Chairperson, Mr. Raymond Lewis, Jr., Mr. Fred D. Raschke, and Ms. Rebecca Trout Unbehagen. Other Regents present were: Mr. Armin Cantini, Ms. Karen F. Flowers, and Ms. Mary R. Longoria.

Staff present included Dr. W. Myles Shelton, President, Ms. Carla Biggers, Dr. Cissy Matthews, and Dr. Van Patterson.

- I. **CALL TO ORDER:** Chairperson Hughes opened the meeting at 3:34 p.m. in Room M-220 of Moody Hall and determined a quorum was present.
- II. **CERTIFICATION OF POSTING NOTICE OF FACILITIES COMMITTEE MEETING:** Dr. Shelton confirmed that the notice of the Facilities Committee Meeting had been properly posted on November 12, 2021.
- III. **CONSIDER APPROVAL OF MINUTES FROM OCTOBER 20, 2021 MEETING:** A reading of the minutes for the October 20, 2021 meeting was waived. Mr. Raschke moved to approve the minutes as presented; Mr. Lewis seconded. The motion passed unanimously.
- IV. **CITIZENS DESIRING TO APPEAR BEFORE THE COMMITTEE ON AGENDA ITEMS:** There were no citizens present desiring to appear before the Committee.
- V. **UPDATE ON NEW NURSING HEALTH SCIENCES EDUCATION CENTER PROJECT:** Mr. Alan Stilts gave an update on the new Health Science Education Center project. Discussion was had on options for water detention on the site. Proposals included detention beneath the building, a wet bottom detention pond, and an enhanced wet detention pond with a fountain, landscaping, and walking features to fit the island and the beach. Mr. Stilts presented another option, an underground retention on the north side of Avenue Q ½. You would not see this detention. Grass and Landscaping would be over top of it. Further discussion was had on the cost associated with the different retention options. Mr. Stilts stated that they do not recommend detention beneath the building. From a cost standpoint, the underground retention is in the middle.

Feedback from the Committee was that option four, the underground retention, makes the most sense.

- VI. **REVIEW AND DISCUSS PROPOSALS FOR A CONSTRUCTION MANAGER AT RISK (CMAR) FOR THE NEW NURSING HEALTH SCIENCES**

EDUCATION CENTER PROJECT: Dr. Shelton reported that a request for proposals (RFP) was sent to 28 firms and advertised. Four responses were received. The preconstruction cost and total overhead and profit, preconstruction and construction fees were given for each. He explained the process used to determine staff's recommendation of Satterfield & Pontikes for the preconstruction cost of \$17,500. Once funding for the project has been secured, a second contract would be presented to the Board for the construction phase. The source of funding would be the Construction Fund (71-09935-53810).

VII. DETERMINE COMMITTEE RECOMMENDATION TO BOARD OF REGENTS REGARDING PROPOSAL FOR A CONSTRUCTION MANAGER AT RISK (CMAR) FOR THE NEW NURSING HEALTH SCIENCES EDUCATION CENTER PROJECT: Mr. Raschke moved to recommend to the Board of Regents approval of Satterfield & Pontikes as the CMAR for this project; Mr. Lewis seconded. The motion passed by a vote of 3-0-1 with Ms. Unbehagen abstaining.

VIII. REVIEW AND DISCUSS PROPOSALS FOR ARCHITECTURAL/ENGINEERING SERVICES FOR AVENUE Q AND 41ST STREET PARKING LOT EXPANSION: Dr. Shelton reported that staff contacted five firms to determine their interest in providing professional architectural/engineering services for the expansion of the Avenue Q and 41st Street parking lot. Two submitted proposals. Staff recommended PBK Architects, Inc. for a cost of \$71,960 plus reimbursable expenses. PBK estimates the duration of the project should take nine months. The source of funding would be the Construction Fund (71-61020-53820).

General discussion was had on the size of the parking lot, the access to the alley behind it, and what it might look like when it is done.

IX. DETERMINE COMMITTEE RECOMMENDATION TO BOARD OF REGENTS REGARDING PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES FOR AVENUE Q AND 41ST STREET PARKING LOT EXPANSION: Mr. Lewis moved to recommend to the Board of Regents approval of PBK Architects, Inc. for this project; Mr. Raschke seconded. The motion passed unanimously.

X. ADJOURNMENT: There being no further business to come before the Facilities Committee, the meeting adjourned at 4:10 p.m.

Breanne Lorefice for Carla D. Biggers, Clerk

APPROVED AS CORRECT:

Review and Discuss Bids for the New Parking Lot Located on the North Side of Avenue Q

A request for proposal for the North Parking Lot Expansion was sent to three vendors and was advertised in the local newspaper. One response was received. The proposal is available for Board review, if desired.

After review of the bid, staff recommends the contract be awarded to the sole bidder, Satterfield & Pontikes Construction, Inc, 11750 Katy Freeway, Suite 500, Houston, Texas 77079.

Staff is requesting Board approval of a \$765,000.00 for the parking lot expansion, with an additional \$67,000.00 for Alternate 2, which includes fiber optic cabling and the installation of security cameras. The total cost of the project is \$832,000.00 which is below the expected cost. Funding for the project will be the Construction Fund.

It will be reviewed and discussed by the Facilities Committee in order to determine a recommendation to present to the Board of Regents for consideration at its September 21, 2022 Regular Meeting.

BID SUMMARY
RFP# 22-09-082, PROJECT # P2200900HE

| | | |
|-----------------------------------------------------------------|--------------|---------------------|
| Cost of Parking lot expansion | \$765,000.00 | Expected Completion |
| Alternate 2: installation of optic cabling and security cameras | \$67,000.00 | Spring '23 |
| Total Cost of Project | \$832,000.00 | |

Review and Discuss Proposal for Architectural and Engineering Services for the Renovation of the Second Floor Northern Building and Other Associated Areas

PBK Architects has submitted a fee proposal for design services for the renovation of the Second Floor Northern Building and Other Associated Areas.

It will be reviewed and discussed by the Facilities Committee in order to determine a recommendation to present to the Board of Regents for consideration at its September 21, 2022 Regular Meeting.

| Scope of Work | Price |
|-----------------------------------------------------|------------------|
| Professional Architectural and Engineering Services | \$258,000 |
| Furniture Design Services | \$30,000 |
| Total | \$288,000 |

10200 Grogans Mill Road, Suite 230
The Woodlands, Texas 77380
Phone: 281-528-1697
Fax: 281-882-3285
PBK.com

September 14, 2022



Dr. Myles Shelton, Ed.D.
President
Galveston College
4015 Ave Q
Galveston, Texas 77550

RE: Galveston College – Backfill Renovation for Nursing Building

Dear Dr. Shelton,

Thank you for the opportunity to submit this fee proposal to provide design services for the above referenced project. The following is a description of how the PBK team can offer services on this project.

PROJECT UNDERSTANDING AND SCOPE OF WORK

PBK understands that this proposal is to provide A/E services for the scope of work consisting of design and construction of approximately 8,000 to 10,000 SF of renovation space within the existing Northern Building, Fine Arts Building, and Regents Hall in order to accommodate backfill after completion of the new Nursing Health Sciences Education Center. It is our understanding that existing classroom space, office space, testing space, and other ancillary support spaces will be renovated to accommodate a mixture of testing center and tutoring/student success center spaces, classrooms, and offices in the Northern Building, a new black box theater space in the Fine Arts Building, and testing center space within the Regents Hall Library. In addition, particularly in the Northern Building, minor interior re-finishing in the corridor spaces will be part of the scope of work, to include new wall finishes, new ceiling tile and grid, and new lighting where required. It is our further understanding that the intent is to complete design efforts from fall 2022 to summer 2023, so that permitting and bidding can be completed in summer 2023 and construction can commence in fall 2023, upon completion of the new Nursing Health Sciences Education Center.

SCOPE OF SERVICES

Our scope of services shall include all contract conditions as described in the Galveston College standard owner-architect project agreement.

Programming and Preliminary Design

PBK's team will facilitate all necessary meetings and provide necessary on-site investigations to develop a recommended "scope of work" and finalize the project program. The deliverable for this phase will consist of test fit plans and documents, a program of anticipated spaces, and preliminary space planning drawings for review and discussion.

Schematic Design and Design Development

The project team will further refine the floor plans for the renovated areas during this phase, confirm code requirements will be met for life safety and egress, and will develop finishes and preliminary interior elevations and details as needed to further refine the overall design. Modifications to mechanical, electrical, plumbing, and technology systems necessary for the renovation will be developed during this phase as well. PBK will also generate a preliminary cost estimate for review.

Construction Documentation

In this phase, final working drawings will be developed, as well as a full project manual including specifications, plans and details, as required. PBK will facilitate progress set reviews at significant

milestones (50%, 95% and 100%, as required) with Galveston College representatives and project consultants as appropriate. PBK will develop an updated cost estimate for review at periodic milestones and at completion of the Construction Documentation phase.

Bidding/Negotiation

Depending on the intended method of project delivery, we will assist Galveston College as needed in preparation of bidding documents, conducting pre-proposal conference(s), and assisting with evaluation of bids or negotiations with a selected general contractor. PBK will also issue Addenda as appropriate to clarify scopes of work or address questions raised by bidders.

Permitting

PBK will submit drawings and specifications as appropriate to the City of Galveston and/or other authorities having jurisdiction in order to obtain all necessary permits and approvals for construction of this project. During this phase, PBK will issue revisions and clarifications to the Contract Documents as necessary to respond to plan review comments produced by regulatory authorities.

Construction Administration

The project will be administered in accordance with the construction documents and construction activities of the contractor. Field visits will be documented and Observation Reports executed throughout the construction period by PBK field representatives. Additionally, PBK representatives will attend construction progress meetings, execute meeting minutes (as required) and communicate regularly with the contractor on behalf of Galveston College to maximize quality assurance and quality control.

Project Close-Out

Project close-out documents will be reviewed by PBK, including Operation & Maintenance Manuals (warranties, maintenance contracts, operating instructions, etc. as appropriate), certificates of inspection and bonds, documentation required with application of final payment, record drawings, certificate of occupancy as issued by the City of Galveston, and other documentation as appropriate to the nature of the project.

PERSONNEL

Jason Mooney will ultimately be responsible for the project as the Project Manager and will be hands-on and apply his overall knowledge and expertise to the project at every phase of design through construction. Jason will be responsible for schedules, documentation and for the day-to-day coordination of the project team. In addition to PBK in the role of Architect, the following consultants are anticipated to be needed on the design team: LEAF Engineers (MEP/T Engineering Consultants) and Harvey Marshall Berling Associates (Theater Consultant and Acoustical Consultant).

It is our understanding that any documentation associated with surveying of existing asbestos-containing materials, as well as removal and mitigation of any such materials discovered during the surveying process, will be provided/handled by Galveston College and its own separate consultants.

SCHEDULE

As discussed, it is our understanding that design efforts should occur starting in fall 2022 and continuing into 2023, while construction efforts will occur in fall 2023, following completion of the new Nursing Health Sciences Education Center. As a result, we would estimate the following for duration of the design, permitting, bidding/negotiation, and construction/close-out phases:

| | |
|--------------------------------------------------|----------|
| Programming and Preliminary Design | 1 month |
| Schematic Design and Design Development | 2 months |
| Construction Documents | 3 months |
| Bidding/Negotiation | 1 month |
| Permitting (Concurrent with Bidding/Negotiation) | 2 months |
| Construction | 7 months |

Close-Out

1 month

CONSTRUCTION COST

As the scope of work is further defined and developed, PBK will produce one or more formal cost estimates for evaluation at key milestone(s) during the project. It is our understanding, however, from preliminary conversations that the renovation budget/anticipated construction cost would be approximately \$2 million, or in the range of \$150-\$250/SF.

COMPENSATION

Our proposed compensation for this project shall be a lump sum of **Two Hundred Eighty-Eight Thousand Dollars (\$288,000.00)** based on an estimated construction cost of approximately \$2 million.

| | |
|-----------------------------------------------------|---------------------|
| Professional Architectural and Engineering Services | \$258,000.00 |
| Furniture Design Services | \$ 30,000.00 |
| TOTAL | \$288,000.00 |

REIMBURSABLES

Reimbursables will be limited to newspaper advertising, RAS fees (TAS/ADA), City of Galveston preliminary permitting fees (initial submission), travel expenses, and cost of reproduction of documents. There would be no mark-up on reimbursed items. All services and reimbursables will be billed monthly based upon the percentage complete.

We specifically exclude final permitting fees with the City of Galveston, as we would anticipate those costs being covered by the awarded general contractor.

PBK estimates the reimbursable expenses on this project to be **\$8,500.00**.

PAYMENT

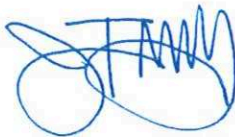
Invoices will be billed monthly, per individual project scopes of work, in proportion to services performed and reimbursable expenses incurred. Payment shall be made within thirty (30) days of the invoice date.

ADDITIONAL SERVICE FEES

Additional services are not anticipated for this project but should the scope of work expand beyond what is indicated within this proposal, there may be a need to re-evaluate the original fee. No additional services will be performed without prior written authorization of Galveston College.

We thank you for this incredible opportunity to serve Galveston College on this important project. Please let us know if the terms of this proposal are acceptable. Should you have any questions or additional requests, please do not hesitate to contact me at 281-528-1697.

Sincerely,



Jason Mooney, AIA
Principal

Cc: Betty Chapman, PBK
File 1A

Agreed to and Accepted this 22nd day of September 2022.

Galveston College

PBK Architects, Inc.

Signature



Signature

Printed Name and Title

Jason Mooney, AIA
Principal

Printed Name and Title

Date

09/14/2022

Date

Review and Discuss Proposal for Architectural and Engineering Services for the Renovation of the Second Floor Northern Building and Other Associated Areas

PBK Architects has submitted a fee proposal for design services for the renovation of the Second Floor Northern Building and Other Associated Areas.

It will be reviewed and discussed by the Facilities Committee in order to determine a recommendation to present to the Board of Regents for consideration at its September 21, 2022 Regular Meeting.

| Scope of Work | Price |
|-----------------------------------------------------|------------------|
| Professional Architectural and Engineering Services | \$258,000 |
| Furniture Design Services | \$30,000 |
| Total | \$288,000 |

Review and Discuss Proposal to Replace Moody Hall Window Seals

Staff requests Board approval to replace sealant on all Moody Hall windows. The College’s JOC, Generosity Services Inc. (Choice Partners Contract #21/039-MR-08), 1212 Winding Way Drive, Friendswood, TX 77546, will complete the project, which is priced at \$144,478.16. Funding for this project will come out of the Education and General Fund. The proposal is available for review upon request.

It will be reviewed and discussed by the Facilities Committee in order to determine a recommendation to present to the Board of Regents for consideration at its September 21, 2022 Regular Meeting.

| Location | Scope of Work | Price |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <p>Moody Hall - Include the following conditions at all Elevations and above main roof line walls:</p> <ul style="list-style-type: none"> • Exterior Window Frame to Masonry Transitions (Window Perimeters) • Exterior Vertical inside transitions of masonry walls • Cracks in the Masonry walls (Existing and new conditions) • Window Frame to Glass Transitions (Wet Seal) • Window Frame Metal to Metal Returns and Seams • Entrance Doors of each Location | <ul style="list-style-type: none"> • Set up Barricades to isolated work zones. • Ground Protection in place for man lift. • Set up equipment to gain exterior facade access (Based on Man Lift for Exterior Facade Access). • Remove the existing sealant and backer rod. • Mechanically clean the existing masonry joint bond lines. • Cleaning the existing window frame to glass transitions for the wet seal application. • Install the sealant manufacturers recommended backer rod at masonry control and window perimeter joints. • Install new sealant using the manufacturers specification. • Dry tool newly installed sealant to insure good adhesion and a uniform appearance. | <p>\$144,478.16</p> |



1212 Winding Way Drive • Friendswood, TX 77546 • Phone: (281) 482-8881

Galveston College- Dr. Van Patterson
Moody All Windows

4015 Avenue Q
Galveston, Tx 77510

Print-date: 6-22-2022

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Dear Dr. Patterson,

Generocity Services Inc. is pleased to present our preliminary proposal for the above referenced project. This project is priced in accordance with our CHOICE PARTNERS Contract #21/039-MR-08 and excludes proprietary vender and Owner's separate contractor pricing.

PRELIMINARY DESIGN SPECIFICATION WAIVER

All designs and specifications presented herewith are preliminary and are subject to change after review of changes due to customer requests. Any costs associated with preliminary design and scope changes will be added to the final cost of the project.

SCOPE OF WORK

Provide materials, labor, equipment, and supervision to complete the following:
Item: Moody Hall All Windows Sealant Replacement

Location: Include the following conditions at all Elevations and above main roof line walls:

- Exterior Window Frame to Masonry Transitions (Window Perimeters)
- Exterior Vertical inside transitions of masonry walls
- Cracks in the Masonry walls (Existing and new conditions)
- Window Frame to Glass Transitions (Wet Seal)
- Window Frame Metal to Metal Returns and Seams
- Entrance Doors of each Location

Scope Outline:

- Set up Barricades to isolated work zones.
- Ground Protection in place for man lift.
- Set up equipment to gain exterior façade access (Based on Man Lift for Exterior Facade Access).
- Remove the existing sealant and backer rod.
- Mechanically clean the existing masonry joint bondlines.
- Cleaning the existing window frame to glass transitions for the wet seal application.
- Install the sealant manufacturers recommended backer rod at masonry control and window perimeter joints.
- Install new sealant using the manufacturers specification.
- Dry tool newly installed sealant to insure good adhesion and a uniform appearance.

Warranty:

- A. Provide Owners with 2-Year workmanship Warranty on material installed.
- B. Provide the Sealant Manufacturer's 10-Year Warranty (Based on an approved mockup and adhesion test).

Price Breakdown

| Title | Description | Price |
|---------------------|-------------|--------------|
| RS Means | | \$173,735.16 |
| Houston CCI .992 | | \$-1,737.35 |
| Choice Partners .84 | | \$-27,519.65 |
| Discount | | \$0.00 |

Total Price: \$144,478.16

PRECEDENCE

We have established a project-specific order of precedence for the inquiry documents -- not only to help establish a baseline for our pricing, but also to maintain technical continuity, to confirm the intent and priorities for the project, and to provide the basis for solving discrepancies within the inquiry and construction documents. Our order of precedence is as follows:

- a. Generocity Services Proposal.
- b. Addenda issued by Client.
- c. Scope of Work issued by Client within the Invitation to Bid.
- d. Directives and work scope specifically and graphically issued within the Construction Drawings prepared by Client.
- e. Manufacturer's recommendations and installation instructions.
- f. Directives, regarding project work scope, specifically within the Project Specifications prepared by the Client.
- g. All Project Specifications prepared by Client that are specifically applicable to the project scope of work and project drawings.
- h. Owner's Engineering Facility Standards that are specifically referred to within this inquiry, and that have been issued as part of the inquiry.
- i. Balance of applicable project bid documents.

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SERVICES & MATERIALS PROVIDED BY CLIENT/OWNER

1. Testing and abatement of asbestos and other potentially hazardous materials.
2. Pre-design testing, investigation of soils and other existing structures for engineering purposes.
3. Probing of existing grade in effort to detect subsurface obstructions, obstacles, or hazardous material.
4. Material strength and performance testing and other quality control testing.
5. Document preparation for permit; coordinating or making application for permit; procuring any building permits or any other permits or fees that may be applicable to this project unless otherwise noted.
6. Provisions of temporary toilet facilities for construction work force.
7. Provisions of temporary electrical power supply for construction purposes.
8. Provisions of temporary water supply for construction purposes.
9. Move, relocate, modify, repair, demolish, or otherwise alter existing facilities, material equipment, appliances, furnishings, installations, utilities, and/or structures that are not specifically noted within this scope of work. This includes hidden or latent conditions, undocumented structures, inconsistent soil condition, asbestos, and other hazardous materials in order for Generocity Services to perform the required scope of work.

TECHNICAL CLARIFICATIONS

1. Components and activities specifically exclude from this proposal:
 - a. Design and/or constructions of permanent site storm water detention or drainage structures.
 - b. Testing of existing concrete slabs for moisture, alkali, and other contamination. Generocity Services will not be responsible for poor performance of adhered floor coverings on moisture-laden or contaminated floor slabs.
 - c. Subsurface de-watering, of the pumping of facility leaks and spills.
2. Our proposal includes the cost of providing materials and equipment called out by model numbers within the inquiry documents. When final engineering, calculation, shop drawings, or other documentation do not support the item physical characteristics, size, shape, operational requirements, etc. required by the Client, then changes may require additional costs.
3. If any code interpretation, that may be issued by the Client, his agents, the Municipals Plan Checking Department, Code Enforcement, or Inspections Department, or Inspection Department results in additional more stringent project requirements than those shown graphically on the inquire drawings, or that is specifically named or directed within the inquiry specifications (as they relate to the drawings), the additional cost shall be assessed and passed on to the Client.

EXCLUSIONS

- 1. Plans, architectural, engineering, geotechnical reports, materials testing laboratories.
- 2. On/off-site detention are not included.
- 3. SWPPP of containment of storm water, storm water pollution prevention planning, permitting, installations or observation.
- 4. Generocity Services, Inc. has not included cost for landscaping, traffic control, traffic barricades or signage, overtime or holiday work, trench drains, containments, equipment/foundations, house-keeping pads/foundations, vibrating equipment, unforeseen underground obstructions, sumps of pits.

COMMERCIAL TERMS & CONDITIONS

- 1. Validation Period: This proposal is valid for a period of 30 calendar days after the "DATE" indicated above.
- 2. Material Cost Escalation: Due to the volatile and unpredictable global material marketing pricing, Generocity Services, Inc. can not guarantee project-specific pricing for the validation period stated above. If material orders and require shipments are made at current pricing, we will honor the material cost. If the cost of the materials increases before shipment, then the change in price will be passed on to the Client/Owner.
- 3. Generocity Services, Inc. will not perform work changes unless authorized in writing by the Client before the work begins. All cost assessments will include the cost of tangible items and the additional cost associated with schedule delays and extensions.
- 4. When materials and permanent equipment that are purchased for this project are stored either on or off site as a result of delays by Client (or Owner), or the contractors, or agents of the same, progress pay requests will include these materials and equipment items for Client approval and payment within the contract pay period.
- 5. Generocity Services, Inc. will not be held responsible for damages to any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cable, grounding, underground utilities and other obstacles.
- 6. Generocity Services, Inc. will not be held responsible for personal injury from accidents resulting from encounters with any concealed, hidden or buried equipment, structures, pipelines, electrical lines, cables, grounding, and other obstacles. 15
- 7. Downtime or delays caused by Owner and/or Client during the field construction operations shall be assessed by Generocity Services, Inc. and reimbursements by Owner and/or Client.
- 8. Repair cost and touch-up costs made necessary by damage caused by Owner's and /or Client's personnel will be assessed by Generocity Services, Inc. and passed on to the Client.
- 9. Our pricing is based on a 40-hour workweek. We have not included the cost of holiday or overtime work hours.

We appreciate the opportunity to present this proposal and look forward to your review and approval.

Sincerely,
Joel Mueller
Director of Business Development
Generocity Services, Inc.

Signature: _____

Print Name: _____

Date: _____

TEXAS

Data Release : Year 2022 Quarter 1

Unit Cost Estimate

| Quantity | LineNumber | Description | Unit | O&P | Ext. Mat. | Ext. Labor O&P | O&P | Ext. Total | Notes |
|----------|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------|--------------|----------------|------|--------------|----------------------------------------------|
| 1.5 | 013113200200 | Field personnel, project manager, average | Week | \$ - | \$ - | \$ 6,000.00 | \$ - | \$ 6,000.00 | |
| 3 | 013113200260 | Field personnel, superintendent, average | Week | \$ - | \$ - | \$ 11,175.00 | \$ - | \$ 11,175.00 | |
| 2 | 015433400075 | Rent aerial lift, articulating boom, to 60' high, 500 lb. capacity, diesel, Incl. Hourly Oper. Cost. | Week | \$ - | \$ - | \$ - | \$ - | \$ 4,824.36 | |
| 2 | 015436501300 | Mobilization or demobilization, delivery charge for equipment, hauled on 3-ton capacity towed trailer | Ea. | \$ - | \$ - | \$ 532.00 | \$ - | \$ 742.00 | 1 mob and 1 demob for lift |
| 1 | 024119190950 | Selective demolition, rubbish handling, dumpster, alternate pricing method, disposal fee per ton, average for all sizes, cost to be added to demolition cost | Ton | \$ 97.00 | \$ - | \$ - | \$ - | \$ 97.00 | |
| 5 | 024119192045 | Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost | C.Y. | \$ - | \$ - | \$ 232.50 | \$ - | \$ 232.50 | |
| 5 | 024119192085 | Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost | C.Y. | \$ - | \$ - | \$ 107.50 | \$ - | \$ 107.50 | |
| 1500 | 040120200320 | Pointing masonry, tuck, cut and re-point, hard mortar, common bond | S.F. | \$ - | \$ 1,365.00 | \$ - | \$ - | \$ 13,800.00 | |
| 7250 | 040120400050 | Sawing masonry, brick or block, by hand, per inch depth | L.F. | \$ - | \$ 435.00 | \$ - | \$ - | \$ 33,640.00 | |
| 7250 | 040120520420 | Cleaning masonry, high pressure wash, average soil, biological staining, water only, excludes scaffolding | S.F. | \$ - | \$ - | \$ 11,237.50 | \$ - | \$ 13,412.50 | |
| 640 | 062516105800 | Plywood paneling, knotty pine, veneer core, A 2 grade, 3/4" thick | S.F. | \$ - | \$ 2,176.00 | \$ - | \$ - | \$ 2,860.80 | Used 10- 4x8 sheets around landscaping areas |
| 7250 | 070505100020 | Selective demolition, thermal and moisture protection, caulking/sealant, to 1" x 1" joint | L.F. | \$ - | \$ - | \$ 7,032.50 | \$ - | \$ 7,032.50 | |
| 7250 | 079219100050 | Joint sealants, caulking and sealants, acoustical sealants, elastomeric, cartridges, 1" x 1", in place | L.F. | \$ - | \$ 43,137.50 | \$ - | \$ - | \$ 25,665.00 | |

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| | |
|---------------------|----------------------|
| R S Means Estimate | \$ 173,735.16 |
| Houston CCI .99 | \$ (1,737.35) |
| Choice Partners .84 | \$ (27,519.65) |
| Sub Total | \$ 144,478.16 |
| Grand Total | \$ 144,478.16 |

Review and Discuss Proposal to Replace Moody Hall Window Seals

Staff requests Board approval to replace sealant on all Moody Hall windows. The College’s JOC, Generosity Services Inc. (Choice Partners Contract #21/039-MR-08), 1212 Winding Way Drive, Friendswood, TX 77546, will complete the project, which is priced at \$144,478.16. Funding for this project will come out of the Education and General Fund. The proposal is available for review upon request.

It will be reviewed and discussed by the Facilities Committee in order to determine a recommendation to present to the Board of Regents for consideration at its September 21, 2022 Regular Meeting.

| Location | Scope of Work | Price |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| <p>Moody Hall - Include the following conditions at all Elevations and above main roof line walls:</p> <ul style="list-style-type: none"> • Exterior Window Frame to Masonry Transitions (Window Perimeters) • Exterior Vertical inside transitions of masonry walls • Cracks in the Masonry walls (Existing and new conditions) • Window Frame to Glass Transitions (Wet Seal) • Window Frame Metal to Metal Returns and Seams • Entrance Doors of each Location | <ul style="list-style-type: none"> • Set up Barricades to isolated work zones. • Ground Protection in place for man lift. • Set up equipment to gain exterior facade access (Based on Man Lift for Exterior Facade Access). • Remove the existing sealant and backer rod. • Mechanically clean the existing masonry joint bond lines. • Cleaning the existing window frame to glass transitions for the wet seal application. • Install the sealant manufacturers recommended backer rod at masonry control and window perimeter joints. • Install new sealant using the manufacturers specification. • Dry tool newly installed sealant to insure good adhesion and a uniform appearance. | <p>\$144,478.16</p> |

Review and Discuss Proposed Fifth Amendment to
Lease Agreement Between Galveston College and McCoy Corporation

The Board Facilities Committee will review and discuss the following proposed fifth amendment to the September 26, 2012 lease agreement between Galveston College and McCoy Corporation. The lease is on Building 4 at the Applied Technology Center (ATC). The amendment as proposed would extend the lease agreement for four years starting September 1, 2022 and ending September 30, 2026. In Addition, the proposed lease agreement grants permission to the Tenant to demolish Building 4 at the ATC at the Tenants sole cost and expense. Following discussion, the Facilities Committee will determine a recommendation to the Board of Regents regarding this amendment which extends the lease agreement with McCoy Corporation.

FIFTH AMENDMENT TO LEASE AGREEMENT

Whereas, Galveston College, with its principal office in the City of Galveston, Galveston County, Texas, as Lessor ("Landlord") entered into a lease dated September 26, 2012 (as amended from time to time, the "Lease") with McCoy Corporation, a Texas business corporation, with its principal office in the City of San Marcos, Hays County, Texas, as Lessee ("Tenant"), for the property described as an 8,890 square foot building and land with a street address of 7626 Broadway, Galveston, Texas, as more particularly described in the Lease ("Premises") ;

Whereas, Landlord and Tenant amended the Lease in First Amendment to Lease Agreement dated March 19, 2014 to add an additional period to the Lease period expiring September 30, 2016 and to set the monthly rent at two thousand dollars (\$2,000.00) per month;

Whereas, Landlord and Tenant further amended the Lease in the Second Amendment to Lease Agreement dated September 15, 2016 to add an additional period to the Lease period expiring September 30, 2018;

Whereas, Landlord and Tenant further amended Lease in the Third Amendment to Lease Agreement dated September 13, 2018 to add an additional period to the Lease period expiring September 30, 2020; and,

Whereas, Landlord and Tenant further amended the Lease in the Fourth Amendment to Lease Agreement dated September 10, 2020 to add an additional period to the Lease period expiring September 30, 2022.

Whereas, the Landlord and Tenant desire to amend the Lease to add an additional forty-eight-month period to the current Lease with the new Lease term expiring September 30, 2026;

Now, therefore, it is agreed as follows:

1. Section 2 of the Lease is amended to read as follows:

"The term of the lease shall be for an additional 48 months commencing on October 1, 2022 and ending on September 30, 2026."

2. Section 3 of the Lease is hereby deleted in its entirety and replaced with the following:

"3. The Tenant shall pay to Landlord as base rent \$12,000 per year in equal monthly installments of \$1,000, payable in advance and due on the first day of each month."

3. Tenant shall cause the vertical improvements above the slab or paved parking lot, whichever is applicable, of the approximately 72'x130' building depicted with a yellow line on **Exhibit A** attached hereto to be demolished and disposed of in accordance with applicable law at Tenant's sole cost and expense. Tenant will secure all applicable governmental permits to legally cause such demolition to be performed. TENANT SHALL DEFEND, INDEMNIFY, AND HOLD LANDLORD HARMLESS FROM ALL DAMAGES AND CLAIMS ACTUALLY INCURRED BY

LANDLORD ARISING FROM TENANT'S DEMOLITION OF THE VERTICAL IMPROVEMENTS DESCRIBED HEREIN, EXCEPT OT THE EXTENT CAUSED BY THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR VIOLATION OF THE LEASE BY LANDLORD OR ITS AGENTS, EMPLOYEES, CONTRACTORS OR INVITEES. Tenant will not be required to remove any improvements attached to or forming a part of such building except for vertical improvements (i.e., the building slab and related paving, fencing and other improvements may remain).

4. Tenant shall have the right, at its sole cost and expense, but not the obligation, to cause to be erected any temporary structures in or on the Premises as Tenant may desire in its sole discretion; provided Tenant shall have the right, and the obligation, to cause such temporary structure(s) installed by Tenant after the date of this Amendment (if any) to be removed on or prior to the expiration of the Lease. Any temporary structures placed in or on the Premises shall be installed in accordance with all laws, building codes, and regulations.

Executed on the _____ day of September 2022.

LANDLORD: GALVESTON COLLEGE

By: _____
Name: W. Myles Shelton, Ed.D.
Title: President

TENANT: McCOY CORPORATION

By: _____
Name: _____
Title: _____

EXHIBIT A

Building to be Demolished



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Lease Agreement Between Galveston College and McCoy Corporation

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Consider Authorizing the College President to Enter Into a Contract With an Electricity Provider Through the Houston-Galveston Area Council (H-GAC) Interlocal Agreement

Staff is requesting Board authorization for the College President to enter into a contract with the best cost electricity provider as presented to Galveston College by the Houston-Galveston Area Council (H-GAC).

Currently, the Galveston College electricity provider contract with Constellation is \$0.04104 per kilowatt hour. This contract expires in July 2024. Staff has inquired about energy rates, and were advised that the cost of energy has been, and is projected to continue to increase in price. The College could lock into a contract now to take advantage of the current cost of energy. That contract would not take effect until July 1, 2024.

Galveston College has an interlocal agreement with H-GAC that provides competitive purchasing of electricity for its local government members through pre-negotiated contracts for the supply of electricity. Energy costs change on a daily basis, due to several factors. As a result, pricing fluctuates during the bidding process; therefore, the College only has a small window of time to respond to a contract offer. With Board approval, staff would submit a competitive contract offer to the College President and enter into a 36 or 48-month contract with an electricity provider.

It will be reviewed and discussed by the Facilities Committee in order to determine a recommendation to present to the Board of Regents for consideration at its September 21, 2022 Regular Meeting.

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It will be reviewed and discussed by the Facilities Committee in order to determine a recommendation to present to the Board of Regents for consideration at its September 21, 2022 Regular Meeting.

The Board Facilities Committee will adjourn to a closed meeting in Room M-202 to discuss the purchase and value of real property as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, under the following provision of the Act: Section 551.072, Deliberations about Real Property. Following this closed meeting, the Committee will reconvene the Facilities Committee (Open) Meeting in Room M-202 to address **Agenda Item XVII**.

The Board Facilities Committee will adjourn to a closed meeting in Room M-202 to discuss the purchase and value of real property as authorized by the Open Meetings Act, Texas Government Code, Chapter 551, under the following provision of the Act: Section 551.072, Deliberations about Real Property. Following this closed meeting, the Committee will reconvene the Facilities Committee (Open) Meeting in Room M-202 to address **Agenda Item XVII**.

Consider Approval of Facilities Committee Recommendation Regarding the Purchase of
Real Property

The Board of Regents is scheduled to convene in a closed meeting to deliberate the purchase and value of real property. Following that closed meeting, the Board will reconvene the open meeting and may take action as a result of that discussion.