

**PROJECT PROPOSAL
CAPITAL IMPROVEMENT – LEONARD ISD ELEMENTARY SCHOOL AND AG SHOP ADDITION AND
CTE RENOVATION
LEONARD INDEPENDENT SCHOOL DISTRICT, LEONARD, TEXAS
REQUEST FOR SEALED PROPOSALS FOR CONSTRUCTION MANAGEMENT AT RISK**

This project proposal package consists of Pre-Construction Services and Bidding and Construction Services for a single capital improvement project - the Leonard ISD Elementary School. This project is in Leonard, Texas for the Leonard Independent School District, and is further described in the pages that follow.

Pursuant to the provisions of the Texas Education Code Section 44.031 and the Texas Government Code Section 2269.251, it is the intention of Leonard ISD to select a Construction Manager at Risk (CMAR) for the noted project. This Request for Proposal process to select the Construction Manager at Risk shall be a one step process and will follow the provisions set forth in the Texas Government Code Section 2269.251. Responses are to include the information requested in this Questionnaire in the sequence and format prescribed.

The Proposal shall be submitted to: Leonard Independent School District
#1 Tiger Alley
Leonard, TX 75452

No later than 2:00 P. M. on March 2, 2023.

Upon receipt, the Owner will open and read aloud all Proposals received. Each Proposal will then be reviewed, evaluated and rated to determine the “Best Value” for the Owner based upon the published selection criteria. A panel consisting of school personnel and representatives of the architectural firm will review all qualifications. The Owner will then select **one firm** with whom to negotiate a Construction Management at Risk Agreement. Final agreement is subject to approval by the Leonard ISD Board of Trustees.

Queries about the project and RFP shall be directed:

Mr. Derrick York
WRA Architects Inc.
12377 Merit Drive, Suite 1800
Dallas, Texas 75251
Phone (214) 750-0077
dyork@wraarchitects.com

Attn: Brad Maxwell maxwellb@leonardisd.net
Leonard ISD
#1 Tiger Alley
Leonard, TX 75452
PH (903) 587-2318

Please submit the proposal response in an 8 ½” x 11” format, spiral bound or ring binder (3 hard copies), and in digital format (PDF) on a thumb drive.

Proposed RFP Schedule

School Board Approval of CM@R Method	December 12, 2022
Issue Request for Proposals	February 9, 2023
Receive and Open Proposals	March 2, 2023
School Board Approval of Construction Manager at Risk	April 10, 2023

Refer to Exhibits “C, D and E” for Project Information, pre-construction services and construction services.

Please provide the following information in the sequence and format prescribed by the Request for Proposal. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format:

1. Firm Information

- 1.1 Name of Firm:
- 1.2 Address of Office Performing the Work for these projects:
- 1.3 Primary Individual to Contact:
- 1.4 Telephone and Email Address:
- 1.5 Form of Business Organization:
- 1.6 Year Founded:

2. Organization:

- 2.1 How many years has your organization been in business in construction in its current capacity? Years as a CM at Risk?
- 2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?
- 2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President’s name, Vice-President’s name(s), Secretary’s name, Treasurer’s name.
- 2.4 If your organization is a partnership answer the following: Date of organization, type of partnership (if applicable), name of general partner(s).
- 2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.
- 2.6 If your organization is other than those listed above, describe it and name of principals.
- 2.7 Office serving this project: Years located in that city.

3. Licensing:

- 3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or licensing numbers, if applicable.
- 3.2 List jurisdictions in which your organization’s partnership or trade name is filed.

4. Experience:

- 4.1 List the categories of work that your organization normally performs with its own forces. Would you propose to do any of the work with your own forces, or to request bids for all subcontracting work?

- 4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 4.3 Claims and suits in the last ten years. (If the answer to any of the questions below is yes, please attach description, explanation and resolution).
1. Has your organization ever failed to complete any work awarded to it?
 2. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?
 3. Has your organization filed any lawsuits or requested arbitration with respect to construction contracts within the last ten years?
- 4.4 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach description, explanation and resolution).
- 4.5 **Current projects:**
List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, building area, percent complete, and scheduled completion date and construction delivery method. **State the total amount of work currently under contract.**
- 4.6 **Projects over the last five years:**
List the major projects (particularly educational facilities) constructed/completed by your organization over the last five years. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, construction time, owner and architect, and the manner in which your organization was selected (construction delivery method). **State the average annual amount of construction work performed for each of the last five years (2018– 2022).**
- 4.7 Provide evidence the proposing firm has minimum of 10 years' experience in successfully completing Pre-K through 12 school facilities and meeting spaces in Texas.

5. Financial Information:

- 5.1 Attach a financial statement (for the last two years 2020 and 2021, or 2019 and 2020 if 2021 is not available) preferably audited, including your organization's latest balance sheet and income statement showing the following items. CM at Risk response may be considered non-responsive if financial statements are not submitted. **Proposer may submit one sealed/confidential financial statement information in a separate envelope marked as confidential.**
1. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
 2. Net Fixed Assets;
 3. Other Assets;
 4. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);
 5. Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

- 5.2 Name and address of firm preparing attached financial statement, and date thereof.
- 5.3 Is the attached financial statement for the identical organization named on item one? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidary).
- 5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 5.5 Provide name, address, and telephone number for bank reference.
- 5.6 Surety: Name of bonding company, name and address of agent. Provide a letter from the bonding company indicating that Performance and Payment Bonds for 100% of the construction costs will be provided upon submission of the Guaranteed Maximum Price (GMP). Submit letter from bonding company on Bonding Company letter head stating the maximum single project bondable amount. This letter shall state the bonding company will bond the contractor for a project amount of at least **\$40,000,000 min. for single project** (including CMAR Fee, bonds, insurance, General Conditions).
- 5.7 Required insurance - including workman's compensation - must be maintained by the successful CM at Risk throughout the project. Please describe your organization's insurance coverage. The successful proposer shall be required to carry a **Owners and Contractor's Protective Liability Policy** in the amount of a minimum of \$2,000,000 combined single limit, naming the Owner and Architect as insured for the project. **The Contractor (Construction Manager) shall provide a waiver of subrogation (endorsement) in favor of the Owner and Architect.** Provide the proposer's typical insurance levels on construction projects. Provide a sample certificate of the company's workman's compensation policy. Provide statement that the above noted protective liability insurance is attainable by the proposing CMAR.

6. Experience with, Concepts for working as a Construction Manager at Risk:

- 6.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the pre-construction and construction of major projects. Describe your organization's methods for estimating cost and for scheduling during the design/documents phases. **One preliminary schematic estimate and two detailed estimates will be required during the design phase of the project.** It is anticipated that the GMP will be furnished at the 100% construction document phase. Note which (one or more) of your projects listed above best exemplify your firm's typical concepts and experience.
- 6.2 Cost Estimates:
Attach a sample conceptual cost estimate showing two estimates prepared during the design phase of an educational project and a sample of the final GMP cost estimate/breakdown used to fix the contract amount for the construction of the same project. (Please conceal the identity of the project)
- 6.3 Fees:
It is anticipated that the Owner will enter into a percentage-based contract with the Construction Manager at Risk. A proposed quote will be required with this written proposal. The CMR fee should be divided into two parts:
- 1. Pre-Construction Services Fee - Lump Sum Proposal**
To include personnel expenses, preliminary project schedule, cost estimates,

value engineering and constructability reviews, preparation of bid packages, bid reviews, overhead and profit, and other services described below at the end of the Construction Document Phase portion of the Project (Refer to Exhibit "D" "Pre-construction Services list"). **The lump sum fee must be included on the attached CM at Risk Tabulation Form. (Exhibit "H")**

2. Construction Phase Services Fee - Percentage of Project Cost

This fee shall include overhead, profit to administer the project construction, including, but not limited to, the services listed below throughout the Construction Phase of the Project. (Refer to Exhibit "E" "Bidding and Construction Phase Services list"). **The percentage fee must be included on the attached CM at Risk Tabulation Form. (Exhibit "H")**

The percentage fee quoted above shall not include costs for the direct project management expenses (on-site personnel expense), direct project expenses and general conditions cost items. For this CMAR RFP response, these cost items will be noted separately as additional cost on the CM at Risk Tabulation Form (Exhibit "H"). **These costs will be included in the Guaranteed Maximum Cost.**

Please complete the attached itemized list of general conditions costs included in your CM at Risk Tabulation Form. (Exhibit "G")

- 6.4 Provide information as to how your fee for preconstruction phase services would be determined and provide a lump sum amount thereof.
- 6.5 For your services after the GMP, describe how your fee would be calculated and provide a percentage fee for construction phase services.
- 6.6 Savings:
Describe your organization's concept for the disposition of savings realized during construction. Is the full amount returned to the Owner?
- 6.7 Contingencies:
Describe your organization's concept for cost contingencies during design and construction. List what is the typical or maximum contingency used in each design phase estimate and during construction. What is your organization's concept for cost contingency funds after the completion of the project? Will all unused contingencies be returned 100% to the Owner?
- 6.8 Cost Information:
Your organization will be required to make all cost information during design and construction available to the Owner and Architect. Describe how this information would be furnished and how the Owner and Architect would be assured that it is complete and accurate. The successful proposer must provide supplementary documentation to further describe the basis of the GMP and any assumptions, qualifications, exclusions, and contingencies which directly or indirectly form the basis for the GMP. This breakdown shall be in the CSI format or similar Schedule of Values format.
- 6.9 Audit/Accounting:
During the project's construction, at the request of the Owner, the CM at Risk shall provide detailed job cost information for the project.
At completion of the project(s) and prior to the final closeout of the project(s), the CM at Risk shall provide detailed job cost information for all job costs and ledger entries. This documentation shall be reviewed and reconciled by the

Owner. **Please state in your proposal that you will comply with this requirement.**

- 6.10 Please comment on your firm's ability to manage and complete the project within the proposed schedule/timeline.

7. Evaluation Criteria

The criteria to be used to evaluate the proposals for Construction Management at Risk Services and to determine the "best value" for the Owner is noted in Exhibit "B" and is based on provisions in the Texas Education Code 44.031. Refer to Exhibit B for detail information.

8. Personnel:

Based on the scope and schedule of the project, identify the specific Project Manager, Assistant Project Manager (as the CMAR deems necessary), Estimator, Superintendent, and Assistant Superintendent (as the CMAR deems necessary) who will be assigned to the project.

Provide resumes and references for each individual. Also, for each individual provide a history of project experience for at least the last five years to include a name of projects, project responsibility/role, size (SF), cost, construction time, owner and architect for each referenced project.

Please designate which personnel will be full time and part time throughout the project.

Cost for the Personnel shall be included in the Project Administration Cost (Exhibit "H").

9. Owner/Construction Manager Agreement:

The District proposes to base the Owner/Construction Manager Agreement on the AIA Document A133 - 2019 Standard Form of Agreement between Owner and Construction Manager as Constructor and the AIA Document A201 - 2017, General Conditions of the Contract. **Please note acceptance of these documents and any major exceptions/issues you would have with these contract documents. Also, please note any exceptions to Exhibit "M", the proposed amendments to the contract A133-2019 Contract.**

The CM at Risk will submit a GMP for the project to the District's Board of Trustees for approval.

10. References:

For at least six of the projects listed above in each section 4.5 and 4.6, identify a representative of the owner **and** a representative of the architect who we may contact as references. The references should be for educational projects of comparable scope/size and nature. Provide a list of Owner and Architect references for projects completed in the last 5-7 years.

11. Felony Conviction Notice and Non-Collusion Affidavit

Statutory citation covering notification of criminal history is found in the *Texas Education Code*, Chapter 44, Section 44.034 *as amended by SB 1 (1995)*.

Please complete and submit as a part of your proposal the attached Exhibit "L" form.

12. Safety

Submit information on your firm's accident rate, multiplier and history for the last five years 2016 thru 2020). Submit a copy of your firm's safety program/manual (preferably in digital form).

13. Additional Requirements

- 13.1 The CM at Risk shall prepare and advertise the bid packages for the trade contractor or subcontractor scope of work. The CM at Risk in conjunction with the Owner and Architect shall receive, open, review, compile and evaluate the bids.
- 13.2 The CM at Risk shall endeavor to keep the same project superintendent on the project throughout the entire project and must keep him at the site for two months after substantial completion to coordinate warranty issues and responsible subcontractors.
- 13.3 The CM at Risk shall work with the Owner to save costs during the construction. All costs savings shall be returned to the Owner's contingency.
- 13.4 The CM at Risk agrees the Owner may postpone the project due to funding, budgetary or other reasons unknown at this time. The Owner shall be obligated to pay the CM at Risk for the Pre-Construction Services rendered to date but is not obligated to proceed with the Construction of the Project. The CM at Risk Construction Services fee percentage shall remain as quoted for a period of not less than 18 months.
- 13.5 The CM at Risk agrees to organize and provide documentation that all of their employees and all subcontractor employees that will be working on the project site have passed the state required background checks and drug testing per Senate Bill 9. The contractor and its subcontractors shall be responsible for the cost incurred attaining the required background checks.
- 13.6 The successful candidate or candidates must demonstrate the following:
 - Minimum of ten years' experience in successfully building schools in Texas and have thorough experience dealing with the state, federal and local laws governing Texas Public School Construction.
 - The ability to work effectively as a team, communicate clearly & concisely and resolve conflicts/issues within the team format.
 - The ability to complete projects on accelerated schedules without sacrificing quality. Also, the ability to accelerate projects and make up time if the project schedule falls behind.
 - The ability to cooperate with design professionals in exploring alternative construction systems and techniques during Design Phase without disregard for aesthetics.
 - The ability to maximize construction value for owners of public buildings.
 - Financial strength, responsibility and professional integrity.

The proposer must acknowledge their agreement with the above stated additional requirements in Article 13.

14. Estimated Project GMP Construction Budget (includes CMAR fees, General Conditions, staff, sub-contractor construction costs and all contingencies)

Leonard ISD Elementary School – GMP Budget

\$30,000,000

Leonard ISD Ag Shop Addition and CTE Renovation – GMP Budget \$3,670,000

The above Construction Budget Costs include CM at Risk Construction Fees, Pre-Construction Fees, General Conditions, Administration, Personnel, Bonding, Insurance Costs, Contingencies, and Subcontractor Cost of the Work.

15. Acknowledgement of Addendum

The CM at Risk proposer shall acknowledge any addendum received for the RFQ on the Exhibit "H".

16. No modifications to proposals

Once the CMAR proposals have been received and opened by the Owner, no modifications shall be made. The CMAR proposals shall not be withdrawn for a period of 60 days from date of opening.

17. No Contact with the Owner

In the interest of efficiency and continuity, one contact shall be designated from each CMAR to coordinate and make any direct communications with the Owner and WRA Architects, Inc. During the RFQ and evaluation process no contact should be made with Leonard ISD Administration, or the Leonard ISD Board of Trustees. All contact should be with the Architect and Owner as noted in this RFP. Any contact with Leonard ISD personnel, other than stated above during the qualification process, may result in immediate disqualification of the offending firm.

18. Conflict of Interest Questionnaire

Complete and enclose the attached Conflict of Interest Questionnaire (Exhibit "F").

19. Best Value

The proposers acknowledge and agree by submitting their proposal that the Owner has the right to evaluate the proposals and award the project to the CMAR proposer based on the "Best Value" for Leonard Independent School District.

20. Waiver of claims

BY TENDERING A RESPONSE TO THIS RFP, THE RESPONDER ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS THE REQUIREMENTS FOR SUBMITTING A RESPONSE AND THE PROCESS USED BY THE OWNER FOR EVALUATING AND SELECTING THE BEST VALUE CONSTRUCTION MANAGER AT RISK FOR THE OWNER ON DEMONSTRATED COMPETENCE AND PROPOSED COSTS. FURTHER, BY SUBMITTING A RESPONSE, THE RESPONDER FULLY, VOLUNTARILY AND UNDERSTANDINGLY WAIVES AND RELEASES ANY AND ALL CLAIMS AGAINST THE OWNER AND ANY OF ITS TRUSTEES, OFFICERS, AGENTS AND/OR EMPLOYEES THAT COULD ARISE OUT OF THE ADMINISTRATION, EVALUATION, RECOMMENDATION OR SELECTION OF ANY RESPONSE SUBMITTED IN RESPONSE TO THIS RFP.

EXHIBIT "A"

PROPOSAL ACKNOWLEDGMENT FORM

Submitted by:

Date: _____ Phone No.: _____

To:

LEONARD INDEPENDENT SCHOOL DISTRICT

In submitting this proposal, the undersigned acknowledges and agrees to the following:

1. Receipt of the Request for Proposals and attached Exhibits "A, B, C, D, E, F, G, H, J, K, L, M, N, & P".
2. To hold open this proposal for a period of 60 days following its submission.
3. To accept the right of the Owner to reject any and all proposals, to waive formalities and to accept the proposal the Owner considers most advantageous.
4. To enter into a contract with Leonard Independent School District for Construction Management services as specified in the Request for Proposals and the response to the Request for Proposals.
5. By signing, the undersigned affirms that, to the best of his knowledge, the proposal has been developed independently and is submitted without collusion with any other respondent or with anyone that would serve to limit competition in the award of this contract.
6. By submitting a response to this Request for Proposals, the proposer agrees to all of the terms and conditions stated in this Request for Proposals.

Authorized Signature

Title

Name of Contracting Firm

Address

Telephone

Date

End of EXHIBIT "A"

PROPOSAL ACKNOWLEDGMENT FORM

EXHIBIT "B"
CRITERIA FOR SELECTION

In accordance with the Texas Education Code, title 2. Public Education, Chapter 44, Fiscal Management, Sub-chapter B, Purchases; Contracts, 44.031, Purchasing Contracts, and the Texas Government Code Section 2269.055, Leonard Independent School District may consider the following in determining to whom to award the contract for Construction Manager at Risk services for the construction of the project described in this proposal package:

- 1) the purchase price;
- 2) the reputation of the vendor and of the vendor's goods or services;
- 3) the quality of the vendor's goods or services;
- 4) the extent to which the goods or services meet the Owner's needs;
- 5) the vendor's past relationship with the Owner;
- 6) the impact on the ability of the Owner to comply with laws and rules relating to historically underutilized businesses;
- 7) the total long-term cost to the Owner to acquire the vendor's goods or services;
- 8) any other relevant factor that a private business entity would consider in selecting a vendor.
 - a. the relevant experience of the contractor
 - b. past performance of the contractor
 - c. contractor's safety record
 - d. contractor's proposed personnel for the project
 - e. methodology for the project
 - f. acceptance of proposed contract terms

Extrapolated from this list, the following criteria will be considered in selecting the construction manager.

A. EXPERIENCE

- (2) the reputation of the vendor and of the vendor's goods or services;**
- (3) the quality of the vendor's goods or services;**
- (5) the vendor's past relationship with the District;**

- A1. How substantial is the firm's recent experience as CMAR in the construction of educational projects of comparable size and complexity? **(points x 2)**
- A2. Is the firm knowledgeable about, experienced in the North Texas Education construction market? Office located in North Texas?
- A3. Do the personnel proposed for the project appear to have the appropriate experience and capabilities?
- A4. Has the firm worked for the Owner in the past? Past performance?

B. OWNER'S NEEDS

(4) the extent to which the goods or services meet the Owner's needs;

- B1. Does the construction manager appear to have the capability and staff to meet the Owner's schedule objectives, needs and goals?
- B2. Does the description provided by the firm of its pre-construction services evidence both understanding and capabilities of the process in general and as it applies to the specific project?
- B3. Does the construction manager have adequate bonding capacity? Financial stability?

C. COST ISSUES

(1) the purchase price;

(7) the total long-term cost to the Owner to acquire the vendor's goods or services;

- C1. What is the Lump Sum Cost of the pre-construction services?
- C2. What is the percentage fee cost for the construction services?
- C3. Does the firm appear to be able to provide detailed cost estimates that can be useful to the Owner and Architect and comparable with actual bids?
- C4. If savings are realized during construction, are all the savings returned to the Owner at the end of the project?
- C5. If the Construction Manager has contingency remaining at the end of the project, what percentage will be returned to the Owner?
- C6. What is the firm's cost for office and site staff? **(points x 2)**

D. ORGANIZATION, LICENSING, FINANCIAL INFORMATION, PERSONNEL, REFERENCES, SAMPLE CONTRACT

(8) any other relevant factor that a private business entity would consider in selecting a vendor.

- D1. Did the references listed (both Owner's and Architect's) have a favorable experience with the firm?
- D2. What is firm's litigation record?
- D3. Track record of completing projects on time and within budget?
- D4. Are the proposed contract AIA Document A133 - 2019 and Article 13 requirements acceptable?
- D5. What is firm's safety record and insurance multiplier?
- D6. Felony Conviction Notice by the CMAR (proposer)?

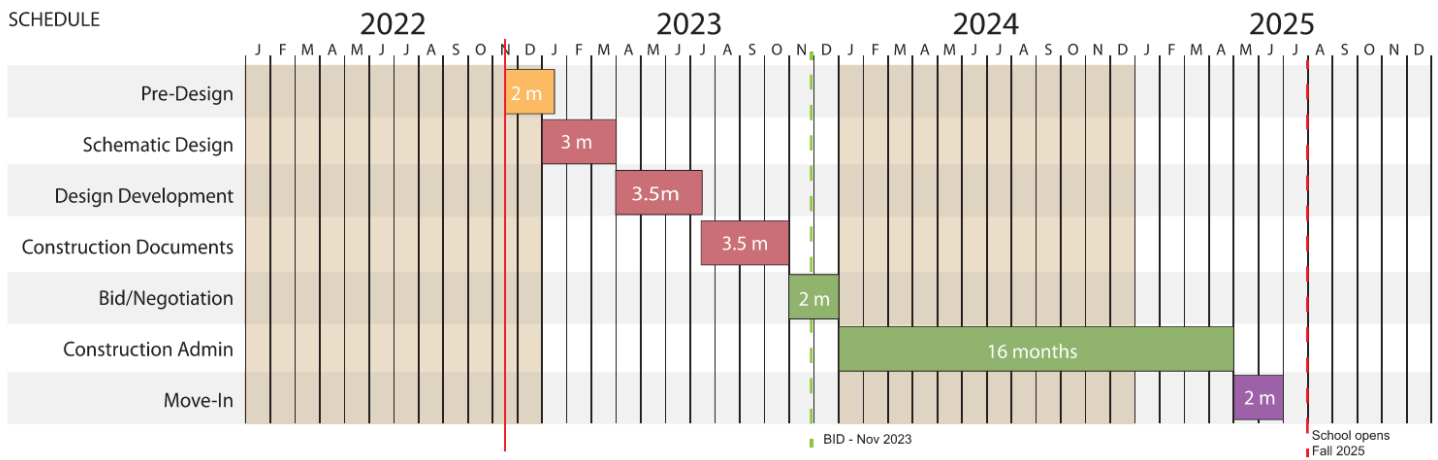
End of EXHIBIT "B"

CRITERIA FOR SELECTION

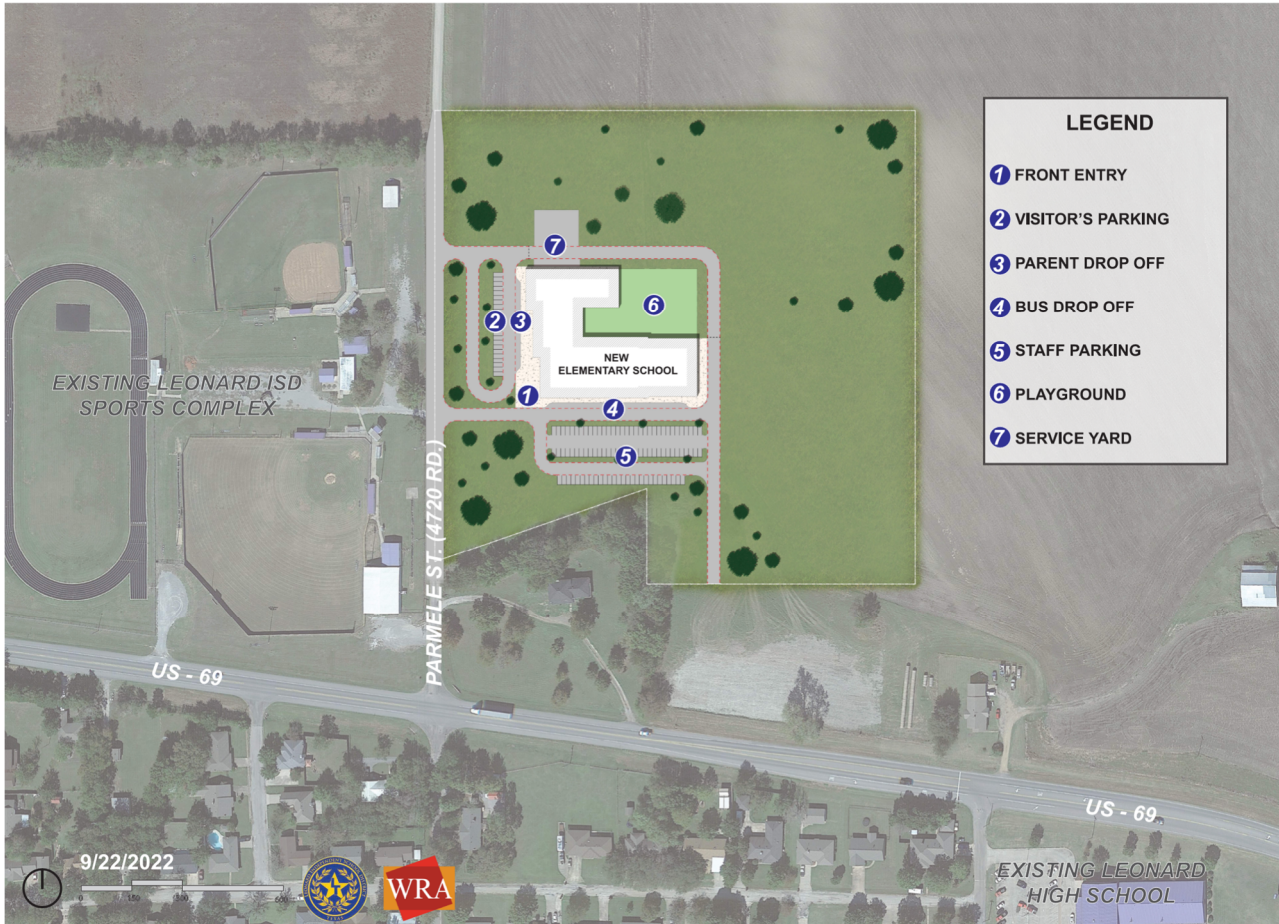
EXHIBIT "C"
PROJECT INFORMATION

Leonard ISD Elementary School

- The proposed project consists of a new PK-5th Grade elementary school.
- The elementary school will be approximately 72,000 sf including a storm shelter gymnasium.
- The elementary school will be located east of the existing softball and baseball field complex.
- The program includes administrative suite, classrooms, science labs, cafeteria, kitchen, gymnasium, and support spaces.
- The scope of construction will also include an ICC 500 storm shelter serving the entire school and other safety features that allow students to feel safe.
- Preliminary Construction GMP Subtotal Budget = \$30,000,000
- Preliminary Schedule (see attached)

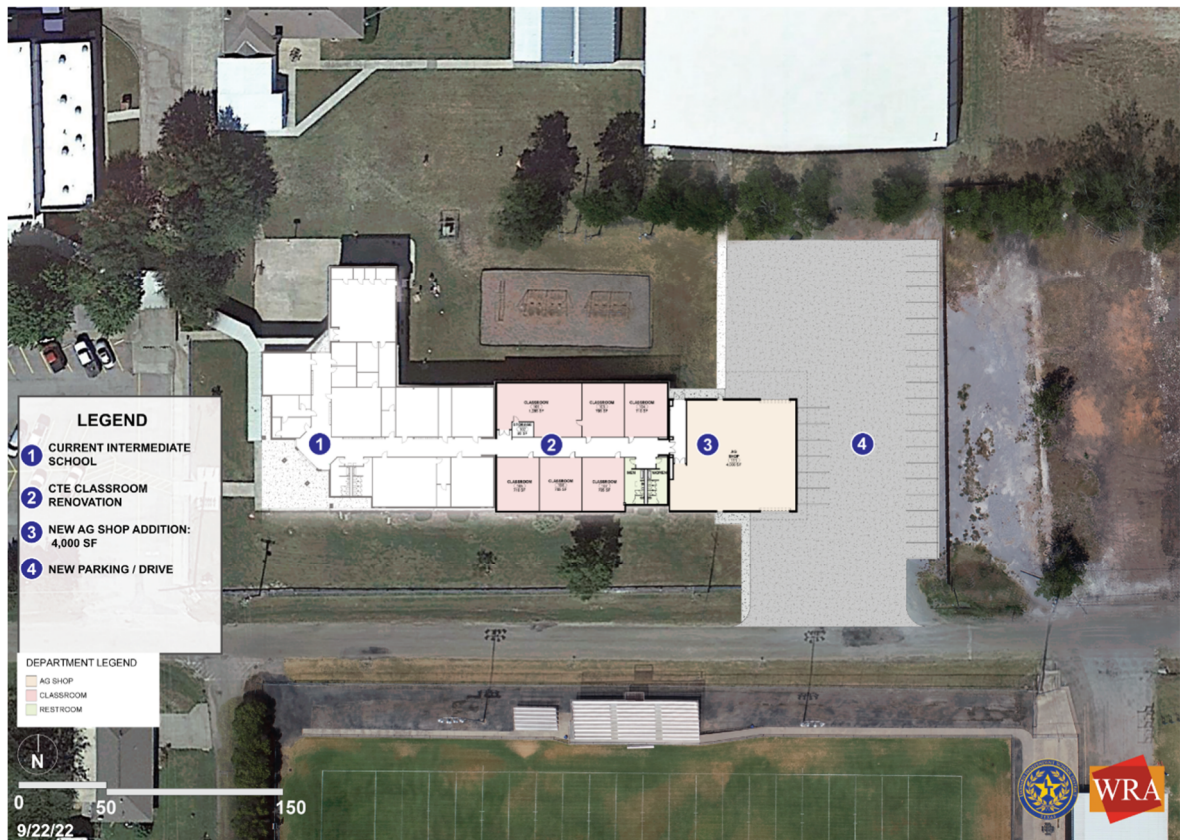


Proposed Site Plan for the Leonard ISD Elementary School



Leonard ISD Ag Shop Addition and CTE Renovation

- The proposed project consists of a 4,000 sf ag shop addition to the existing intermediate school.
- Renovation of approximately 6,600 sf of the existing intermediate school to convert it to CTE classrooms.
- Preliminary Construction GMP Subtotal Budget = \$3,670,000
- The intermediate school will not be available to renovate until the new elementary school is complete since it currently houses the 4th and 5th grade students.



End of EXHIBIT "C"
PROJECT INFORMATION

EXHIBIT "D"
PRE-CONSTRUCTION SERVICES

1. Establish project **GOALS AND PRIORITIES**
2. Review overall **PROJECT BUDGET**
 - a. Prepare an **OPERATING SYSTEM**: Establish procedures for decision making, review, etc.
 - b. Outline responsibilities of the Owner, the architect, construction manager, contractors and third parties.
3. Develop an **OVERALL MANAGEMENT PLAN AND CPM MANAGEMENT** of critical design and construction dates to accomplish the stated objective.

DESIGN COST PLANNING

1. Prepare computerized conceptual estimating system.
2. Develop, implement, and monitor cost model for budget analysis.
3. Provide design change order control system for elected modifications.

SCHEMATIC DESIGN

1. Prepare conceptual preliminary estimate.
2. Hold technical review sessions with Owner and Architect.
3. Monitor evolving design and make suggestions with regard to equipment, material, and systems selections.
4. Analyze the potential for use of systems components.
5. Consult with the Owner and Architect on means and methods of construction.
6. Review schematic design documents.
7. Submit to the Owner and the Architect special inputs relative to time and cost control.
8. Identify certain areas of phased construction.
9. Prepare "trade-off" studies relative to value engineering.
10. Revise a critical data schedule.
11. Prepare a professional construction CPM network for the issuance of bid packages.

DESIGN DEVELOPMENT

1. Prepare a detailed estimate based on available design drawings in a CSI or subcontractor bid format.
2. Review the design development documents with the Owner and the Architect.
3. Revise and update the critical data schedule.
4. Prepare a market analysis regarding local suppliers and material.
5. Develop and arrange pre-bid packages.
6. Prepare a site use study to be used for allocation of space for storage.
7. Parking and temporary facilities.
8. Cash flow analysis for both the design and construction phases.

CONSTRUCTION DOCUMENTS

1. Review the Construction Documents with the Owner and Architect.
2. Hold technical review sessions with the Owner and Architect.
3. Prepare a site use study to be used for allocation of space for storage.
4. Locate parking and temporary facilities.
5. Prepare an estimate in the CSI format at the 75% working drawings stage consistent with bid packages.
6. Consult with the Owner and Architect on means and methods of construction.
7. Identify certain areas of Phased Construction.
8. At the requests of the Owner / Architect, prepare "trade-off" studies relative to value engineering.
9. Prepare a market analysis regarding local suppliers and material.
10. Review the drawings and specifications relative to bid packages.
11. Develop bid packages for all subcontractor's bid scopes.
12. Schedule and conduct pre-bid conferences.
13. Review, analyze and evaluate and rank subcontractor bids.
14. Develop a detailed CPM network schedule.
15. Provide a Guaranteed Maximum Price for the project.

Prepare SUBCONTRACTOR BID PACKAGES, (Required prior to printing of Contract Bid Documents and Project Specifications/Manual)

1. Project Manual, outlining the requirements of the construction.
2. Schedule (by bid package interface).
3. Detailed scope of work.
4. Detailed document listing.
5. Bid forms for each bid package.
6. Form of contract and purchase order forms.
7. Insurance requirements.
8. Bonding requirements.
9. Prequalification of bidders.
10. Other special requirements

End of EXHIBIT "D"

PRE-CONSTRUCTION SERVICES

EXHIBIT "E"

BIDDING AND CONSTRUCTION PHASE SERVICES

Manage the **GMP DOCUMENTATION**, including:

1. Detailed quantity surveys, pricing.
2. Procurement strategy and implementation.

Establish the BUDGET BY BID PACKAGES

1. Prepare a detailed **SCHEDULE** derived from detailed quantities for each bid package to satisfy milestones.

SITE UTILIZATION STUDY

1. Coordinate mobilization and plan logistical requirements.
2. Project office and material staging locations.
3. Ingress, egress.
4. Security requirements of owner.

CONDUCT PRE-BID MEETINGS for each bid package, addressing:

1. Project requirements.
2. Document review for specific questions.
3. Sequence/schedule review.
4. Site restrictions.
5. Other questions raised during discussions.

RECEIVE BID PACKAGES

1. Advertise or solicit for bids.
2. Conduct bid package openings.
3. Prepare tabulations for each bid package.
4. Review bid packages for compliance with contract documents.
5. Review bidders' qualifications, past experience and liquidity.
6. Evaluate the "best value" bidder for each bid package.

CONDUCT PROPER AWARD OF CONTRACTS / PURCHASE ORDERS:

1. Conduct pre-award meetings.
2. Review schedule of values.
3. Review subcontractors' general conditions.
4. Review scope of work. Identify shop drawing requirements.
5. Perform document review and specifications review.
6. Review contractors' personnel:
 - a) Project Manager
 - b) Superintendent

- c) Foremen
7. Implement Partnering Program if owner elects to do so.
 8. Establish quality requirements and standards.
 9. Review sequence and Schedule. Identify accounting requirements.
 10. Review insurance requirements. Review safety and security requirements.
 11. Recommend award of contracts.

PREPARE AND ISSUE AS CONSTRUCTION MANAGER AT RISK

1. Contracts
2. Purchase -orders.
3. Rental agreements.
4. Budget adjustments for all transactions.
5. Computerized accounting for tracking and projections.

PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS

1. Establish site organization, including work and storage areas.
2. Establish job site management organization and job site procedures.
3. Maintain daily log for job site record.
4. Provide general conditions work to meet project requirements.
5. Prepare and issue change orders and contracts.
6. Prepare subcontractor change orders and contracts.
7. Monitor construction cost and projections.
8. Prepare and maintain cash flow projection for Owner.
9. Monitor and maintain quality control.
10. Shop drawing control thru Submittal Exchange System
11. Equipment and material control.
12. Provide and monitor overall progress and short interval scheduling.
13. Prepare billings and progress payments.
14. Conduct subcontractor coordination meetings.
15. Provide coordination between subcontractors.
16. Prepare and receive requests for information.
17. Prepare agendas and conduct weekly safety and progress meeting.
18. Prepare and distribute weekly safety and progress meeting minutes.
19. Establish subcontractor progress payment procedure for processing and payment.
20. Monitor subcontractor pay applications.
21. Conduct project construction bi-weekly meetings with Owner and Architect.

MONTHLY REPORT

1. Summarize project financial status.
2. Review and summarize past month's construction performance.
3. Project the coming month's construction activities.
4. Present status report on change orders - delays and time extensions.
5. Identify problems that threaten construction quality, cost and schedule.

Provide **CHANGE ORDER CONTROL**:

1. Implement system for change orders.
2. Allocate change order responsibilities.
3. Review change order requests from subcontractors.
4. Negotiate change orders with subcontractors.
5. Submit recommendations to Owner.

Establish a **QUALITY MANAGEMENT PROGRAM**:

1. All members of the team participate in the quality control effort.
2. Project Scope Review:
 - a) Intended purpose.
 - b) Are the project needs met?
 - c) Existing conditions reviewed.
 - d) Future needs.
3. Incorporate of Restrictive Conditions in documentation to include:
 - a) Social environment, influence of neighbors, environmental impact.
 - b) Natural conditions, grounds and peripherals.
 - c) Research on legal requirements. Research on existing structures, facilities.
4. Review of Construction Documents for:
 - a) Complete construction documents in the order they are to be purchased and constructed.
 - b) Complete documents for pre-purchased equipment.
 - c) Design compatibility with future operation and maintenance.
 - d) Constructability
 - e) Recommend selection, monitor and assist outside testing and inspection agencies:
 - f) Underground piping
 - g) Soils
 - h) Concrete
 - i) Rebar
 - j) Miscellaneous steel
 - k) Structural steel
 - l) Mechanical systems
 - m) Electrical
 - n) Life safety systems
 - o) Energy management systems
 - p) Others as required
 - q) Work with area superintendents of subcontractors:
 - r) Prepare operations to minimize quality control problems.
 - s) Require formalized quality management program from subcontractors:
 - t) Ensure conformance to project's quality standards previously established.
 - u) Follow-up to assure correction of deficiencies on test reports.

ACCOUNTING Functions:

1. Insurance requirements
2. Schedule of values review
3. Labor cost reports
4. Material cost reports
5. Unit cost reports
6. Monthly detail cost sheet
7. Monthly job costs
8. Accounts payable
9. Monthly project billing
10. Final Closeout – Job Cost Reconciliation with School District

JOB SAFETY Objectives:

1. Conduct weekly safety meeting:
 - a) Implement project safety requirements.
 - b) Review subcontractor safety programs.
2. Subcontractor responsible for costs and damages.
 - a) Submission of accident and injury reports.
 - b) Subcontractor safety programs
 - c) Require subcontractor safety representative.
 - d) Require forty-eight hour reports.
 - e) Require weekly tool box safety meeting.
3. Maintain safety meeting minutes:
 - a) Inform subcontractors of procedures
4. Enforce alcohol and drug programs by subcontractors.
5. Implement and maintain clean-up.

JOB SITE SECURITY Functions:

1. Monitor and control employee vendor and public access to the JOB SITE
2. Monitor and control material and equipment deliveries to the JOB SITE
3. Monitor and control material and equipment being removed from JOB SITE -
 - a) Material release form.
 - b) Monitor and control site traffic.
 - c) Monitor and perform periodic checks for alcohol and drugs.
 - d) Monitor and control tools.
 - e) Monitor material storage.
 - f) Monitor trailers and all equipment within.
 - g) Maintain proficiency first-aid and CPR programs.
4. Provide and maintain construction fence, access and nightly security as required.
 - a) Nightly security to include both camera monitoring and on-site security guard.
5. **Provide documentation to Owner that all workers from the CM at Risk and Subcontractors have complied with the background checks required by Senate Bill 9. All costs for the background checks shall be borne by the respective companies.**

HUMAN RESOURCES

1. Construction manager shall provide assistance and policies on Equal Employment Opportunity, minority and women-owned business enterprises, sexual harassment or discrimination, drug abuse program, labor relations, employment transfers or reassignments and assuring proper personnel for project requirements.

PROJECT POST CONSTRUCTION Services:

1. Provide operating and maintenance manuals.
2. Secure and assemble warranties or guarantees.
3. Provide check-out of equipment.
4. Instruct operating personnel in equipment operating and maintenance procedures.
5. Assist in actual start-up of equipment.
6. Implement close-out procedures and ensure requirements are met:
 - a) Subcontractors' and vendors' final payment
 - b) Resolution of claims final change orders
 - c) Lien releases
 - d) Final lien waivers
 - e) Consent of sureties
7. Assist Owner in enforcement of warranties or guaranties.
8. Digital As-Built Drawing files (.dwg and .pdf files) of Division 27 and 28 technology/fire alarm drawings.
9. Digital PDF files of all A/E contract construction drawings.
10. Warranty manuals and O&M manuals shall be in digital format.
11. Conduct walk-through with Owner and Contractor after year.

End of EXHIBIT "E"
BIDDING AND CONSTRUCTION PHASE SERVICES

EXHIBIT "F"

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="text-align: center;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____ Signature of person doing business with the governmental entity</p> <p style="text-align: right;">_____ Date</p>		

Adopted 06/29/2007

EXHIBIT "G"

GENERAL CONDITIONS TABULATION FORM

Note: The CM at Risk Proposer shall fill in amounts for all applicable cost for the project. If there is no cost by the proposer for an item, the proposer must place a zero to illustrate no cost. The Owner will not allow any item cost requested to be transferred to subcontractors or "cost of the work" unless noted by the Owner on the proposal form included in the RFP documents.

General Conditions (Note 6) - Each item noted shall include all necessary overhead, insurances, taxes and multipliers with each line where applicable	Leonard ISD Elementary School
Field Project Office (including meeting/conference rm)	
G1. Job office including rental, moving, set-up & removal	\$
G2. Office furniture	\$
G3. Office equipment and copiers	\$
G4. Office supplies and paper	\$
G5. Computers, printers, monitors, TVs	\$
G6. Telephone, fax and internet service	\$
G7. Utilities for field project office	\$
G8. Ice, cups, coffee and misc. for meetings	\$
G9. Postage/federal express/courier & shipping services	\$
G10. Miscellaneous document printing	\$
G11. Janitorial services	\$
Staff Support Services	
G12. Vehicle allowance, rental, fuel, maintenance, insurance	\$
G13. Cell phone, purchase, lease, and fees	\$
G14. Two-way radios, purchase, lease, and fees	\$
G15. Travel expenses	\$
Miscellaneous Project Requirements	
G16. Temporary fire extinguishers	\$
G17. Safety equipment, labor, training, supplies, hats	\$
G18. Field engineering labor, equipment & supplies	\$
G19. Temp. construction fencing for site & staging	\$
G20. Miscellaneous equipment and tool rentals	\$
G21. Temporary sanitary facilities	\$
G22. Barricades, protection, runs, safety rails	\$
G23. Equipment / storage trailers	\$
G24. Small tools and consumables	\$
G25. Climate protection	\$
G26. Dumpsters (Rental& disposal costs. Excludes demolition and asbestos abatement)	In Cost of Work
G27. General handling & hoisting, fuel & maintenance	In Cost of Work
G28. Construction project and site cleanup, daily & weekly	\$

G29. Final clean - site and building	\$
G30. Temporary project construction signage	\$
G31. Project construction photos	\$
G32. Building permit and impact fees	By Owner Allowance
G33. City engineering Inspection Fees	By Owner Allowance
G34. Construction materials testing (Note 1)	Owner Direct Expense
G35. HVAC testing and balancing and commissioning (Note 1)	Owner Direct Expense
G36. Water consumption (Notes 3 & 4)	\$
G37. Power consumption (Notes 2 & 3)	\$
G38. AGC and other association fees if member	\$
G39. Digital archiving of project closeout docs.	\$
G40. Security monitoring (12 months)	\$
CMAR Insurance and Bonding	
G41. Total project builder's risk insurance	\$
G42. General commercial liability insurance with owner / architect protection	\$
G43. Umbrella / excess liability	\$
G44. All other insurance required	\$
G45. CMR Bonds: 100% performance & payment (Note 7)	\$
G46. Bonding of Subcontractors or Sub-Guard	\$
G47. Optional: Use Subcontractor Default Insurance in lieu of traditional bonds (Note 9)	%
G48. Total for General Conditions	\$
G49. Insurance Rate Modifier	

Notes:

1. The Construction Materials Testing and HVAC Testing, Balancing and Commissioning will be paid direct by the Owner and not included in the General Conditions noted above.
2. New Construction Projects - The CM at Risk will be required to provide temporary electrical service, wiring and power to the construction site and project offices. The monthly electrical power utility cost will be paid by the Contractor during construction and shall be included in the General Conditions noted above.
3. The installation cost for temporary power and water connections/piping and wiring will be borne by the respective Subcontractors as "Cost of the Work".
4. New Construction Projects - The CM at Risk will be required to provide temporary water service. The monthly water utility cost will be paid by the CM at Risk during construction until Occupancy by Owner and shall be included in the General Conditions noted above.
5. CM at Risk Bonuses shall not to be included in the General Conditions Costs.
6. The above noted General Conditions Cost are considered bids by the CM at Risk based on the noted scope and project amount. The amount will not be increased unless the scope of work and/or schedule of the project increase substantially. The CM at Risk provides the above cost as "Agreed - not - to - Exceed" amounts.
7. By filling in the Bond Amounts, the CM at Risk is certifying the Bond Amount is for the entire project schedule time as noted in this RFP.
8. Use of Contractor Controlled Insurance Program (CCIP) will not be allowed on this project.
9. Please indicate deductible, cost % and coverage limits if using this approach. If not provided option will not be considered.

End of EXHIBIT "G" GENERAL CONDITIONS TABULATION FORM

EXHIBIT "H.1"

PROPOSAL AND STAFF COST TABULATION FORM

Note: The CM at Risk Proposer shall fill in amounts for all applicable costs for the project. If there is no cost by the Proposer for an item, the Proposer must place a zero to illustrate no cost. The Owner will not allow any item cost requested to be transferred to subcontractors or "cost of the work" unless noted by the Owner on the proposal form included in the RFP documents.

Proposal and Staff Cost Tabulation Form		Leonard ISD Elementary School
H1.	CMAR - Pre-Construction Fees - lump sum	\$
H2.	CMAR - Construction Services Fee Percentage:	%
	Sub-Contractor Construction Costs (estimated)	(\$ 28,500,000)
	CMAR - Construction Fee Amount (= % x Subcontractor Constr. Costs above)	\$
H3.	CMAR - Field & Office Staff Cost - (From H14 Below)	\$
H4.	CMAR - General Conditions-Lump Sum - (From G48)	\$
H5.	Total CMAR Cost = (Pre-Construction + Construction Fee + Field & Office Staff + General Conditions	\$

PROPOSED FEES FOR CHANGE ORDERS

Subcontractor markup fee (10% maximum allowed for overhead & profit)
 _____%

CMAR Contractor markup fee _____%

ACKNOWLEDGEMENT OF ADDENDUM

Receipt of Addendum

_____, _____, and _____.

PROPOSAL AUTHORIZATION

 Signature

 Name of Company

 Date

EXHIBIT “H” – Continued

PROPOSAL AND STAFF COST TABULATION FORM

Onsite Field & Office Staff: Include all necessary overhead, insurance, and multipliers within each line item where applicable. General home office staff will be included in Construction Fee.		Leonard ISD Elementary School
H6.	Project Manager - Costs	\$
	Name & % of time dedicated to project	
H7.	Assist. Proj. Man. (if required by CMR) - Costs	\$
	Name & % of time dedicated to project	
H8.	Project Superintendent - Costs	\$
	Name & % of time dedicated to project	
H9.	Assist. Superintendent (if required by CMR) - Costs	\$
	Name & % of time dedicated to project	
H10.	Other Field / Office Staff - Costs	\$
	Name, position & % of time dedicated to project	
H11.	Other Field / Office Staff - Costs	\$
	Name, position & % of time dedicated to project	
H12.	Other Field / Office Staff - Costs	\$
	Name, position & % of time dedicated to project	
H13.	Other Field / Office Staff - Costs	\$
	Name, position & % of time dedicated to project	
H14.	Sub-total-On-site Field and Office Staff	\$

Notes:

1. Please attach resume of all staff listed in this chart with information as requested in the RFP document.
2. All staff members noted above are assumed to be dedicated to this project for the entire project schedule unless noted otherwise in the chart above. Provide details of each staff member that is not dedicated to the project for the entire project construction schedule.

End of EXHIBIT “H.1”

PROPOSAL AND STAFF COST TABULATION FORM

EXHIBIT "H.2"

PROPOSAL AND STAFF COST TABULATION FORM

Note: The CM at Risk Proposer shall fill in amounts for all applicable costs for the project. If there is no cost by the Proposer for an item, the Proposer must place a zero to illustrate no cost. The Owner will not allow any item cost requested to be transferred to subcontractors or "cost of the work" unless noted by the Owner on the proposal form included in the RFP documents.

Proposal and Staff Cost Tabulation Form		Leonard ISD Ag Shop Addition
H1.	CMAR - Pre-Construction Fees - lump sum	\$
H2.	CMAR - Construction Services Fee Percentage:	%
	Sub-Contractor Construction Costs (estimated)	(\$ 3,400,000)
	CMAR - Construction Fee Amount (= % x Subcontractor Constr. Costs above)	\$
H3.	CMAR - Field & Office Staff Cost - (From H14 Below)	\$
H4.	CMAR - General Conditions-Lump Sum - (From G48)	\$
H5.	Total CMAR Cost = (Pre-Construction + Construction Fee + Field & Office Staff + General Conditions	\$

PROPOSED FEES FOR CHANGE ORDERS

Subcontractor markup fee (10% maximum allowed for overhead & profit)

_____ %

CMAR Contractor markup fee _____ %

ACKNOWLEDGEMENT OF ADDENDUM

Receipt of Addendum

_____, _____, and _____.

PROPOSAL AUTHORIZATION

Signature

Name of Company

Date

EXHIBIT “H” – Continued

PROPOSAL AND STAFF COST TABULATION FORM

Onsite Field & Office Staff: Include all necessary overhead, insurance, and multipliers within each line item where applicable. General home office staff will be included in Construction Fee.		Leonard ISD Ag Shop Addition
H6.	Project Manager - Costs	\$
	Name & % of time dedicated to project	
H7.	Assist. Proj. Man. (if required by CMR) - Costs	\$
	Name & % of time dedicated to project	
H8.	Project Superintendent - Costs	\$
	Name & % of time dedicated to project	
H9.	Assist. Superintendent (if required by CMR) - Costs	\$
	Name & % of time dedicated to project	
H10.	Other Field / Office Staff - Costs	\$
	Name, position & % of time dedicated to project	
H11.	Other Field / Office Staff - Costs	\$
	Name, position & % of time dedicated to project	
H12.	Other Field / Office Staff - Costs	\$
	Name, position & % of time dedicated to project	
H13.	Other Field / Office Staff - Costs	\$
	Name, position & % of time dedicated to project	
H14.	Sub-total-On-site Field and Office Staff	\$

Notes:

1. Please attach resume of all staff listed in this chart with information as requested in the RFP document.
2. All staff members noted above are assumed to be dedicated to this project for the entire project schedule unless noted otherwise in the chart above. Provide details of each staff member that is not dedicated to the project for the entire project construction schedule.

End of EXHIBIT “H.2”

PROPOSAL AND STAFF COST TABULATION FORM

EXHIBIT "J"

SAMPLE CM AT RISK RANKING TABULATION (each project)

(to be filled out by the School District Evaluation Team)

List of CMAR Proposers >

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Rating Scale: Excellent:10, Poor:1

A. EXPERIENCE

- A1. How substantial is the firm's recent experience as CMAR in the construction of educational projects of comparable size and complexity? **(points x 2)**
- A2. Is the firm knowledgeable about, experienced in the North Texas Education construction market? Office located in North Texas?
- A3. Does the personnel proposed for the project appear to have the appropriate experience and capabilities?
- A4. Has the firm worked for the District in the past? Past performance?

Part A Subtotal

B. OWNER'S NEEDS

- B1. Does the Construction Manager appear to have the capability and staff to meet the Owner's schedule objectives, needs and goals?
- B2. Does the description provided by the firm of its pre-construction services evidence both understanding and capabilities of the process in general and as it applies to this project?
- B3. Does the Construction Manager have adequate bonding capacity? Financial Stability?

Part B Subtotal

EXHIBIT "J" - Continued

C. COST ISSUES

C1.	What is the Lump Sum Cost of the pre-construction services?					
C2.	What is the percentage fee cost for construction services?					
C3.	Does the firm appear to provide detailed cost estimates, useful to the Owner and the Architect and comparable with actual bids?					
C4.	If savings are realized during construction, are all the savings returned to the Owner at the end of the project?					
C5.	If the Construction Manager has contingency remaining at the end of the project, what percentage will be returned to the Owner?					
C6.	What is the firm's cost for office and site staff? (points x 2)					
Part C Subtotal						

D. MISCELLANEOUS FACTORS

D1.	Did the references listed (both Owners and Architects) have a favorable experience with the firm?					
D2.	What is the firm's litigation record?					
D3.	Track record of completing projects on time and within budget?					
D4.	Proposed contract terms and Article 13 requirements acceptable?					
D5.	What is firm's safety record and insurance multiplier?					
D6.	Felony Conviction Notice by the CMAR (proposer)?					
Part D Subtotal						

TOTAL of Sections A, B, C & D
(200 points maximum)

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RANKING

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Rating Scale: Excellent:10, Poor:1

End of EXHIBIT "J"

SAMPLE CM AT RISK RANKING TABULATION

EXHIBIT "K"

BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

AGREEMENT / BID PACKAGE BETWEEN OWNER AND CONSTRUCTION MANAGER

New Addition Projects: The requirements for Felony Conviction Notification and Drug Testing will be required for personnel who enter the job site and construction site **during the entire construction period** and **AFTER** the building has achieved Substantial Completion and during the close out and Warranty period of the project. No one will be allowed on the project site without complying with the regulations as stated below.

Criminal History Background Checks and Drug Testing

Construction Manager at Risk, all Subcontractors and all Sub-subcontractors shall ensure that any person assigned to perform work at any location under the Contract meets the following criterion:

- No records in the Texas DPS Sex Offender Registration database.
- No felony convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for crimes involving sex, violence or any other offense against or injury to a child.
- No felony convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for the past seven (7) years, except for crimes involving sex, violence or any other offense against a child for which there is no time limit.
- No misdemeanor convictions, open deferred adjudications or pending criminal trials in jurisdictions checked for crimes involving sex or any other offense against a child.
- No misdemeanor convictions, open deferred adjudications or pending criminal trials in jurisdictions check for the past seven (7) years for crimes involving violence.
- No positive drug test results. Drug test shall consist of a five-panel screen for drugs of abuse. Substances and cut-off levels shall be consistent with Department of Transportation requirements. All positive results shall be laboratory confirmed and independently verified by a Medical Review Officer (MRO).

Construction Manager at Risk shall perform and shall require, as a condition of contracting, all Subcontractors and Sub-subcontractors to perform criminal history background checks and drug testing on any person who is assigned to perform any work at any location under the Contract and shall promptly produce to Owner the results of such background checks and drug testing upon request. Any person noticeably under the influence of drugs or other, that a drug test will be demanded.

Any person who is assigned to perform any work at any location under the Contract shall be required to wear their identification badges while on-site.

The Construction Manager at Risk and each subcontractor shall be responsible for attaining and shall pay for their respective employee criminal history background checks and drug testing noted above.

The Construction Manager at Risk shall provide documentation to the Owner that all personnel of the Construction Manager at Risk and Subcontractors performing work at the site have complied with the background checks required by Senate Bill 9. This written notification shall occur at the start of construction and at any time new workers are added during construction until final completion.

All costs for the background checks shall be borne by the respective companies.

End of EXHIBIT "K"

BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION

EXHIBIT "L"

FELONY CONVICTION NOTICE FOR CMAR

State of Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must indicate a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The Owner must compensate the person or business entity for services performed before the termination of the contract"

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (printed) _____

1. My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: _____

2. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: _____

3. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s)

Details of Conviction(s)

Signature of Company Official: _____

End of EXHIBIT "L"

FELONY CONVICTION NOTICE FOR CMAR

EXHIBIT "M"
AMENDMENTS TO THE CONTRACT

The contract between the Owner and Construction Manager at Risk will be the AIA Document A133 - 2019 Standard Form of Agreement between Owner and Construction Manager as Constructor.

The above noted agreement and the construction of the project shall be based on the General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition.

The Leonard Independent School District proposes to amend the AIA Document A133 – 2019 Standard Form of Agreement Between Owner and Construction Manager as Constructor as noted below. The proposed revisions shall not be limited to those stated below:

Retainage – 5% until final completion of the project.

Performance and Payment Bonds – shall be required for the full amount of the accepted GMP.

Dispute Resolution for the Preconstruction Phase, Construction Phase and in AIA A201 - Strike all references to Arbitration as a means of dispute resolution. Mediation shall be the first course of dispute resolution. If the dispute is not settled in mediation, then the parties shall seek resolution through the court having jurisdiction thereof.

Delay of Project Completion: The proposed liquidated damages for late completion will be \$ 500 per day with and additional \$ 200 per day damages for Owner's Additional Administrative Expense.

CMR's Proposal Response: Shall be included as part to the AIA A133 agreement and documentation.

Note:

- 1. The above comments or proposed amendments are not all inclusive. The final amendments to the contracts will be negotiated with the Construction Manager at Risk.**
- 2. The responding Construction Manager shall note their agreement in the proposal response with the above noted contract terms and modifications. Any deviations to the contract terms noted above or to this RFP shall be noted by the proposing Construction Manager at Risk.**

End of EXHIBIT "M"

**AMENDMENTS TO THE CONTRACT
EXHIBIT "N"**

**AIA A133-2019
AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER**

Standard contract form shall be used with amendments previously noted. CMAR may review standard AIA form of contract at the Architects office.

EXHIBIT "P"

**AIA A133-2019 Exhibit A
GUARANTEED MAXIMUM PRICE AMENDMENT**

Standard contract form shall be used with amendments previously noted. Contract amendment shall be filled in with GMP information from CMAR. CMAR may review standard AIA form of contract at the Architects office.