

Bullard Independent School District



2022 Bond Projects

Request for Qualifications for Construction Manager @ Risk Services

Two Step Process

July 25, 2022

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CONSTRUCTION MANAGER SELECTION SCHEDULE

First Advertisement	July 25, 2022
Request for Proposals/Qualifications Release	July 22, 2022
Second Advertisement	August 8, 2022
Question Submission Deadline	August 8, 2022
Response to Questions/RFQ Addenda Issued (If Required)	August 8, 2022

RFQ DUE DATE and TIME	August 22, 2022, 2 p.m. CST
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- Qualifications will be received by the Owner at the following location:
 - **1426B S Houston St, Bullard, TX 75757**

- Submit the following: **Four (4) Bound Copies**
- All Submittal responses must be received in the School District’s Administration Office no later than the time and date listed above.
- Qualification responses received after the published time and date shall not be considered.

Step 1: Qualifications/Select, Notify Short List	August 23, 2022
Step 2: Short Listed Submitters Submit Sealed Fees	August 25, 2022
Step 2: Interview Firms on Short List	Scheduled at BISSD’s Option
Board Approval of Construction Manager @ Risk	September 12, 2022

Note: Bullard ISD may alter the schedule if it is determined that a schedule alteration would better allow the Bullard ISD to select the best possible firm.

*The language in the advertisement and other places herein this document may use the phrase "proposal" to mean "RFQ". Submitters may use either phrase on their package submission but should clearly state on the cover of the delivery product that the package is for the "Construction Manager At Risk" "RFQ", or "Proposal" so that the Bullard ISD can clearly separate out construction RFQ's from other deliveries not related to this competitive procurement. Submitters should understand and do acknowledge by submission that this is a request for qualifications and that this is NOT a request for proposals in the traditional sense the term "proposal" may be used.

By submission of the RFQ, submitters agree that all submitted materials are the property of the Bullard ISD and that all responses and any and all costs related to any part of this RFQ are submitted voluntarily and without charge to the Bullard ISD. Submitter agrees by submission of this RFQ that there shall be no liability to the Bullard ISD related to the submission of this RFQ.

INSTRUCTIONS AND NOTIFICATIONS

INSTRUCTIONS TO PROPOSERS

- Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter F, it is the intention of the BULLARD Independent School District to select, via a Two-Step Method, Request for Qualifications, (RFQ) for Construction Manager at Risk for the projects described in this RFQ. For the purposes of this document, 'BULLARD ISD' shall be referred to as "The Owner." The project(s) are described in the Project Descriptions section.
- This Request for Qualifications (RFQ) contains information and instructions to enable interested Proposers to prepare and submit a Qualifications Submittal as well as information on the selection process.

SUBMISSION REQUIREMENTS.

- The Qualifications Submittal responses shall be returned in an envelope or package marked on the outside with the Proposer's name, address and proposal information listed below.
- Qualifications Submittal responses must be delivered in adequate time so as to be received and time stamped by the Owner on or before the time and date shown on this RFQ. It is the sole responsibility of the Proposer to ensure timely delivery of the Qualifications response. The Owner will not be responsible for failure of service on the part of the U.S. Postal Office, courier companies, or any other form of delivery service chosen by the Proposer.
- Receipt of any Addenda must be acknowledged by signing in the space provided on the attached Cost Proposal Certification Form to be enclosed with the Proposer's response.
- The package containing your Qualifications Submittal, one (1) original and five (5) copies, and separate Financial Information should be plainly marked:

Time/Date: Proposals received until 2 p.m., August 22, 2022

Place: Deliver proposals to:

**Dr. Jack Lee, Superintendent
1426B S Houston St
Bullard, TX 75757**

- On the above date and location, the Qualification responses will be publicly opened and the respondents' names read aloud.
- Qualification responses received after the published time and date shall not be considered.

QUESTIONS PRIOR TO SUBMISSION

- All questions regarding clarification or interpretation of the RFQ will be submitted in writing by the Proposer, and must be received by 2:00 p.m. August 8, 2022. No questions will be addressed unless provided in writing. The Owner will provide a response to questions to all Proposers who have registered with Owner. All correspondence pertaining to this RFQ should be addressed to:

DR. Jack Lee, Superintendent

CLAIMS AND DISPUTES

- By submitting a response to this RFQ, each respondent agrees to waive any claim it has or may have against the Owner (Bullard ISD), the Engineer, the Architect, and their respective employees and offices, arising out of or in connection with the administration, evaluation, or recommendation of any bid; waiver of any requirements under the Bid Documents; or the Contract Documents; acceptance or rejection of any bids; and award of the Contract.
- By submitting a response, each respondent agrees to exhaust its administrative remedies under Owner's (Bullard ISD) District Policy or the Disputes Clause of any resulting contract before seeking judicial relief of any type in connection with any matter related to this solicitation, the award of any contract, and any dispute under any resulting contract.

RESERVATIONS.

The Owner has the right to:

- Reject or cancel any or all Proposal responses.
- Reject the Proposer's response based on partnerships(s) and/or any other factor the Owner deems not in the best interest of the Owner.
- Extend the Proposal opening time and date.
- Waive any minor informality in any Proposal procedure.
- Reissue a new Request for Proposal.
- Consider and accept any Proposal response that is considered in the best interest of the Owner.
- The Owner may make an award without discussion with any Proposer, after Qualifications Submittal responses are received and evaluated.

OPEN RECORDS REQUIREMENT

- All documents submitted as part of the Contractor's Proposal response will be deemed confidential during the evaluation process. Contractor Proposal responses will not be available for review by anyone other than the Owner staff or its designated agents. Following award of contract, all Proposals become public documents and are available for public viewing upon written request to the Owner except where Proposal information is considered to be confidential or a trade secret belonging to the Proposer and, if released, would give advantage to a competitor. Such information should be clearly marked by Contractor: "CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION". Please note that all information is subject to the Texas Public Information Act.

SUPPLEMENTAL FORMS TO BE INCLUDED WITH PROPOSAL

- Fee Proposal – Appendix B
- Felony Conviction Notice – Appendix C
- Suspension and Debarment Certification – Appendix D
- Certification of Residency – Appendix E
- Non-Appropriation Provision – Appendix F
- Indemnity Affidavit Of Contractor – Appendix G
- Conflict of Interest Questionnaire – Appendix H
- W-9

DESCRIPTION OF PROJECT(S)

Pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter F, it is the intention of the BULLARD Independent School District to select, via a Two-Step Method, Request for Qualifications, (RFQ) for Construction Manager at Risk for the construction of the projects described in the following table. For the purposes of this document, 'BULLARD ISD' shall be referred to as "The Owner."

Construction is contingent upon certain activities being completed within a specific timeframe, which will permit the school to meet its estimated schedule. If these activities are not completed when required, the Owner may not proceed with construction as anticipated in this RFQ.

	Project Description	Estimated Construction Start Dates*	Project Open	Total Project Budget Projections
1	Baseball, Softball, Tennis Complex and Multipurpose Facility	12/01/22	08/01/23	\$ 21,000,000
2	Middle School	01/01/23	07/01/24	\$ 72,000,000
3	High School Kitchen/Dining Addition	04/01/23	05/01/24	\$ 3,500,000
4	Middle School to Intermediate School Renovation	06/01/24	06/01/25	\$ 3,250,000
5	Primary/Elementary School Addition	02/01/24	06/01/25	\$ 3,250,000
6	Construction Projects as Determined by the Owner which can be funded by the Bond Election	To Be Determined	To Be Determined	To Be Determined

* Construction Start Dates are estimates and the school Owner reserves the right to adjust project schedules to meet student growth and funding availability needs.

AVAILABILITY OF FUNDS –

- In the event that sufficient funds are not available for the project, the Owner reserves the right to negotiate the scope of this contract, delay implementation, reject all Proposals, or award another type of contract other than that required in this RFQ.

SELECTION PROCESS

Step One

1. The selection process for this RFQ will be accomplished pursuant to the provisions of the Texas Government Code, Chapter 2269, Subchapter F to select, via a Two-Step Method, Request for Qualifications, (RFQ) for Construction Manager at Risk.
2. The Bullard ISD will receive, publicly open, and read aloud the names of the offerors submitting a Request for Qualifications. Include in the Request for Qualifications an executed Felony Conviction Notice as indicated in **Appendix C**.
3. Per the schedule published in this document, the Bullard ISD will evaluate and rank each submission in relation to the criteria set forth in the request for construction management at risk qualifications.
 - a. A selection committee appointed by the Administration and/or the School Board of Trustees and may consist of representatives from the Bullard Independent School District, Board members, community members, or other interested parties.
4. Submissions will be evaluated and ranked by the selection committee. The ranking will be based upon the CM @ Risk Evaluation Form as indicated in **Appendix A**.

Step Two

1. A short list of construction managers will be determined by the selection committee and notified to submit "**Appendix B**".
2. The final selection of a Construction Manager @ Risk for this project will be based on a combined evaluation of qualifications and cost of services to determine the best value to the Owner. The Owner reserves the right to waive any informality and to reject or accept any or all Proposals.

REQUEST FOR QUALIFICATIONS QUESTIONNAIRE

Vendors should obtain an electronic copy of the questionnaire and complete the answers to the questions below.

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

1. Firm Information:

Name of firm:

Address of principal office:

Phone, Fax:

Email Address

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, Other?):

Year founded:

Primary individual to contact:

Home phone of primary individual:

Cell phone of primary individual:

2. Organization:

2.1 How many years has your organization been in business of construction in its current capacity?

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)
- Names of General Partner(s).

2.5 If your organization is individually owned, answer the following:

- Date of organization
- Name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

3. Licensing:

- 3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registrations or license 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 work with your own forces or to bid all work to subcontractors?
- 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. (If the answer to any of the questions below is yes, please attach details.)
- 4.3.1 Has your organization ever failed to complete any work awarded to it? Describe.
- 4.3.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? Please describe.
- 4.3.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last 5 years? Please describe related circumstances.
- 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 details.)
- 4.5 Current work:
List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.
- 4.6 Work over last 5 years:
List major projects (particularly educational facilities) constructed by your organization over the last 5 years. For each project, provide:
- The name
 - Nature of the project
 - Size (SF)
 - Location
 - Cost
 - Completion date
 - Owner and architect
 - The manner in which your organization was selected (bid or RFQ or other method).

5. Financial Information:

- 5.1 Attach a financial statement, preferably audited; include your organization's latest balance sheet and income statement showing the following items:
- Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
 - Non-current assets (e.g., net fixed assets, other assets.)
 - Current liabilities (e.g., accounts payable, notes payable, (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes.)
 - Non-current liabilities (e.g. notes payable.)
 - Capital accounts and equity positions (e.g., capital, capital stock, authorized and outstanding shares per value, 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 names under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary.)
- 5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 5.5 Provide name, address, and phone number for bank reference.
- 5.6 Surety: Name of bonding company, name and address of agent. In accordance with Texas Government Code 2267.258(a), if a GMP has not been determined at the time the contract is awarded, the Construction Manager shall deliver bonds within ten days after execution of the contract with penal sums equal to the project budget unless the Construction Manager furnishes a bid bond or other financial security acceptable to the Owner to ensure that the Construction Manager will furnish the required performance and payment bonds when a GMP is set.
- 5.7 Within the past 7 years has your organization, any officer or principal of your organization, or any predecessor filed for bankruptcy? (If yes, please detail)

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

- 6.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Which (one or more) of your projects listed above best exemplify these concepts and experience?
- 6.2 Describe your management philosophy for the Construction Manager-at-Risk construction delivery method.
- 6.3 Describe in graphic and written form, the proposed assignments and lines of authority and communication for each team member to be directly involved in the Project. Include resumes of Respondent's key personnel who will work on this Project.

6.4 Identify and describe five (5) of the most recent projects that reflect your firm's past experience for providing Construction Manager-at-Risk services that are MOST RELATED TO THESE PROJECTS. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, contract delivery method and description
- Color images (photographic or machine reproduction)
- Final construction cost
- Final project size in gross square feet
- Type of construction (new, renovation or expansion)

6.5 Provide a detailed list of all Preconstruction and Construction services you will provide to the Owner and the Architect on this project.

Verify if OCIP insurance is being used

6.6 Describe your experience in working with Owner Controlled Insurance Programs ("OCIP"). List projects in progress or completed in the past five (5) years in which this method has been employed.

7. Safety:

7.1 Describe your safety program and safety philosophy.

8. Cost Information:

8.1 Savings:
Describe your organization's concept for the disposition of savings realized during construction. Is the full amount or a percentage thereof returned to the owner?

8.2 Cost Estimate:
Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)

8.3 Contingencies:
Respond to each of the following items by separate paragraph:

Pre-Construction Services

- Describe your organization's concept for cost contingencies during all design phases. What is the maximum amount of contingency your organization proposes for each phase?

Construction

- What is the maximum amount of your construction contingency your organization proposes for this phase?
- How do you propose to document changes to your contingency during construction?
- How are buy-out funds documented during the construction phase?
- Should buy-out funds be allocated to the contractors, owners or a general construction contingency fund to be used by both the contractor and the owner?

- What is your organization's concept for the disposition of contingency funds after the completion of the project?

8.4 Cost Information:

Your firm would be required to make all cost information during design and construction available to 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.

9. **References:**

For the projects listed above, identify a representative of the Owner and a Representative of the Architect (provide name, telephone number and fax number) whom we could contact as references regarding your organization's services. References should include Owners of education projects of comparable scope.

10. **Owner/Contractor Agreement:**

The Owner will utilize the AIA Document A133-2009 contract.

11. ***(FOR SHORTLISTED FIRMS PARTICIPATING IN STEP TWO ONLY)***

Fees and Pricing and Delivery Proposal - DO NOT INCLUDE FEES IN STEP ONE

11.1 It is anticipated that Bullard ISD will enter into a fixed-sum contract with the Construction Manager-at-Risk. A proposed fee quote **is** required (and should be submitted in step 2) in response to this Request for Qualifications as part of step two for shortlisted firms. Shortlisted Firms are asked to submit proposed fees by completing and submitting Appendix B prior to being interviewed. The fee should be divided into two parts, as indicated in the following paragraphs.

Preconstruction Services Fee

To include personnel expenses, project estimates, preliminary project schedule, value engineering and constructability reviews, overhead and profit, and other services described below, through the Design Phase portion of the Project.

Construction Phase Services Fee

To include overhead and profit to administer the Projects' construction, including, but not limited to, the services listed below through the Construction Phase of the Project.

The fee quoted will not include direct project management expenses (on-site personnel expenses) or direct project expenses. These items shall be included in the Construction Manager's anticipated Indirect Costs.

Describe the method of payment your firm would desire, including when various fees would be due.

Anticipated General Conditions

Please submit anticipated General Conditions. These represent minimum standards; if the Construction Manager anticipates additional General Condition items, they should be added to **Appendix B** of this RFQ.

11.2 General Conditions:

Include an itemized cost breakdown per project of all General Conditions that will be applicable to each of the projects. Include all site costs for the job personnel as well as all reimbursable overhead items. Include all bonds and insurance costs. The total amount shall be provided in both percent (%) and dollar amount for each project. These figures will be used in the evaluation, and will be available to discuss during negotiations. This information shall be included in Step one on the Proposal Tabulation Form listed in **Appendix B**.

The following items are to be included in your "Fee" percentage rather than as General Conditions:

- Field office staff bonuses
- Off-site staff costs
- Vehicle mileage to the project site for field office staff
- Safety Supervisor inspections
- Personal computers/computer charges
- Mobile or two-way communication devices
- Vehicle rental, repair, insurance, and maintenance
- Project scheduling services (except for time of field office staff)
- Project accounting services (except for time of field office staff)

CRITERIA FOR SELECTION

The Bullard ISD Board of Trustees has adopted the following as the selection criteria and relative weights for this project:

Without limiting its ability to consider any relevant factors, the Bullard ISD may apply the criteria listed in Appendix A.

ATTACHMENT 1

PRE-CONSTRUCTION PHASE SERVICES (Minimum Required)

- Establish project **GOALS AND PRIORITIES**
 - Establish procedures for decision making, review, etc.
 - Outline responsibilities of the Owner, the architect, construction manager, contractors and third parties.

- Develop an **OVERALL MANAGEMENT PLAN AND CPM MANAGEMENT** of critical design and construction dates in order to accomplish the stated objective.

- **DESIGN COST PLANNING**
 - Prepare computerized estimated system.
 - Develop, implement, and monitor cost model for continuous budget control.

- **CONSTRUCTION DOCUMENTS**
 - Review the drawings and specifications relative to bid packages.
 - Notify Owner/Architect of any questions, discrepancies, or items requiring clarification in the contract documents, prior to GMP.
 - Review bid documents to eliminate potential RFIs and Change Orders during construction.
 - Coordinate all substitution requests with Owner/Architect and ensure only equal-or-greater-than-specified substitutions are submitted for consideration.
 - Develop bid package requirements.
 - Schedule and conduct pre-bid conferences.
 - Review and analyze bids to ensure thorough and complete coverage of all requirements and objectives in the bid documents.
 - Update project budget and schedule consistent with actual bids.
 - Develop a detailed CPM network schedule.
 - Provide a Guaranteed Maximum Price for the project.

ATTACHMENT 2

CONSTRUCTION PHASE SERVICES (Minimum Required)

- **Manage the GMP DOCUMENTATION**, including:
 - Detailed quantity surveys, pricing.
 - Procurement strategy and implementation.

- **Establish the BUDGET BY BID PACKAGE**

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

- **SITE UTILIZATION STUDY**
 - Coordinate mobilization and plan logistical requirements.
 - Project office and material staging locations.
 - Ingress, egress.
 - Security requirements of owner.

- **Prepare SUBCONTRACTOR BID OR PROPOSAL PACKAGES, including:**
 - Project Manual, outlining the requirements of the construction.
 - Schedule (by bid or proposal package interface).
 - Detailed scope of work.
 - Detailed document listing.
 - Proposal forms for each bid or proposal package.
 - Form of contract and purchase order forms.
 - Insurance requirements.
 - Bonding requirements.
 - Prequalification of bidders/ proposers.
 - Other special requirements.

- **CONDUCT PRE-BID MEETINGS for each bid or proposal package, addressing:**
 - Project requirements.
 - Document review for specific questions.
 - Sequence/schedule review.
 - Site restrictions.
 - Other questions raised during discussions.

- **RECEIVE BIDS:**
 - Generate interest in vendors/contractors.
 - Advertise or solicit for bids/proposals.
 - Conduct bid/proposal openings.
 - Receive bids on all portions of the work, with the exception of work specifically approved by the Owner in advance when appropriate to schedule or logistics.
 - Prepare tabulations for each bid or proposal package.
 - Review proposals for compliance with contract documents.
 - Review apparent low vendor's qualifications, past experience and liquidity.

ATTACHMENT 2

CONSTRUCTION PHASE SERVICES (Minimum Required)

- **CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:**
 - Conduct pre-award meetings.
 - Review schedule of values.
 - Review subcontractors' general conditions.
 - Review scope of work.
 - Identify shop drawing requirements.
 - Perform document review and specifications review.
 - Review contractors' personnel:
 - Project Managers, Superintendents and Foremen
 - Establish quality requirements and standards.
 - Review sequence and schedule.
 - Identify accounting requirements.
 - Review insurance requirements.
 - Review safety and security requirements.
 - Recommend award of contracts in written form for review and approval to the Owner/Architect indicating both the amount of the subcontract and any additional scope added by the Construction Manager.

- **PREPARE AND ISSUE AS CONSTRUCTION MANAGER:**
 - Contracts.
 - Rental agreements.
 - Budget adjustments for all transactions.
 - Computerized accounting for tracking and projections.

- **PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS:**
 - Establish site organization, including work and storage areas.
 - Establish jobsite management organization and jobsite procedures.
 - Maintain daily log for jobsite record.
 - Provide general conditions work to meet project requirements.
 - Prepare and issue change orders and contracts.
 - Prepare subcontractor change orders and contracts.
 - Monitor construction cost and projections.
 - Prepare and maintain cash flow projection for Owner.
 - Monitor and maintain quality control.
 - Shop drawing control
 - Equipment and material control.
 - Provide and monitor overall progress and short interval scheduling.
 - Prepare billings and progress payments.
 - Conduct subcontractor coordination meetings.
 - Provide coordination between subcontractors.
 - Prepare and receive requests for information.
 - Prepare agendas and conduct weekly safety and progress meeting.
 - Prepare and distribute weekly safety and progress meeting minutes.
 - Establish subcontractor progress payment procedure for processing and payment.
 - Monitor subcontractor pay applications.

ATTACHMENT 2

CONSTRUCTION PHASE SERVICES (Minimum Required)

- Establish a **QUALITY MANAGEMENT PROGRAM:**
 - All members of the team participate in the quality control effort.
 - Project Scope Review:
 - Intended purpose.
 - Are the project needs met?
 - Existing conditions reviewed.
 - Future needs.
 - Incorporate Restrictive Conditions in documentation to include:
 - Social environment, influence of neighbors, environmental impact.
 - Natural conditions, grounds and peripherals.
 - Research on legal requirements.
 - Research on existing structures, facilities.
 - Review of Design Development for:
 - Complete construction documents in the order they are to be purchased and constructed.
 - Complete documents for pre-purchased equipment.
 - Design compatibility with future operation and maintenance.
 - Constructability.
 - Coordinate schedule and assist independent testing and inspection agencies selected by the school District, involving the following work:
 - Underground piping
 - Soils
 - Concrete
 - Rebar
 - Miscellaneous steel
 - Structural steel
 - Mechanical systems
 - Electrical
 - Life safety systems
 - Energy management systems
 - Others as required
 - Work with area superintendents of subcontractors.
 - Prepare operations to minimize quality control problems.
 - Require formalized quality management program from subcontractors:
 - Ensure conformance to project's quality standards previously established.
 - Follow-up to assure correction of deficiencies on test reports.
- **MONTHLY REPORT:**
 - Summarize project financial status.
 - Review and summarize past month's construction performance.
 - Project the coming month's construction activities.
 - Present status report on change orders – delays and time extensions.
 - Identify problems that threaten construction quality, cost and schedule.

ATTACHMENT 2

CONSTRUCTION PHASE SERVICES (Minimum Required)

- Provide **CHANGE ORDER CONTROL:**
 - Implement system for change orders.
 - Allocate change order responsibilities.
 - Review change order requests from subcontractors.
 - Negotiate change orders with subcontractors.
 - Submit recommendations to Owner/Architect.

- Provide **CONTROL FOR THE EXPENDITURE OF CONTINGENCY AND ALLOWANCE FUNDS:**
 - Implement system for contingency and allowance funds.
 - Allocate responsibilities related to contingency and allowance funds.
 - Review change requests from subcontractors that affect contingency and allowance funds.
 - Negotiate amounts with subcontractors.
 - Submit recommendations to Owner/Architect.

- **AUDITS:**

The Owner will retain the right to audit any or all accounting records of this project upon demand for up to 1 year after final completion of the work or final acceptance of the work by the Owner, whichever is later. The audits may include any or all payments made to subcontractors, companies or individuals, for all work associated with this project, to the extent required for a complete accounting of all costs. The accounting method must clearly show the breakdown of the following as a minimum:

 - Unit and material cost
 - Invoices
 - Specific wage rates (unburdened actual costs) for all trades
 - Documentation of actual burden and benefit costs for all personnel chargeable to the project.
 - Premium time mark-ups for all trades, if any
 - Contractor's fee
 - Materials mark-up
 - Subcontractors mark-ups
 - Insurance and bond costs
 - Equipment and tool rental costs
 - Any other documentation required

Audits may occur at regular or irregular intervals. The Construction Manager must be able to provide documentation required upon request within 24 hours during the duration of the project. Audits will use the proposal and bidding information as the basis for verification of costs at each audit. The Construction Manager is to provide certification and reconciliation of all project costs to Owner at the completion of the project.

ATTACHMENT 2

CONSTRUCTION PHASE SERVICES (Minimum Required)

- **ACCOUNTING FUNCTIONS:**
 - Insurance requirements
 - Schedule of values review
 - Labor cost reports
 - Material cost reports
 - Unit cost reports
 - Monthly detail cost sheet
 - Monthly job costs
 - Accounts payable
 - Monthly project billing

- **JOB SAFETY OBJECTIVES:**
 - Conduct weekly safety meeting:
 - Implement project safety requirements.
 - Review subcontractor safety programs.
 - Subcontractor conformance, initiate knowledge of OSHA requirements:
 - Subcontractor responsible for costs and damages.
 - Submission of accident and injury reports.
 - Subcontractor safety programs.
 - Provide twenty new OSHA approved hard hats for Owner personnel or Board to be used for site visits.
 - Require subcontractor safety representative.
 - Require forty-eight hour reports.
 - Require weekly tool box safety meeting.
 - Maintain safety meeting minutes.
 - Inform subcontractors of procedures.
 - Enforce alcohol and drug programs by subcontractors.
 - Implement and maintain clean-up.

- **JOBSITE SECURITY FUNCTIONS:**
 - Monitor and control employee, vendor and public access to the jobsite.
 - Monitor and control material and equipment deliveries to the jobsite.
 - Monitor and control material and equipment being removed from jobsite through a material release form.
 - Monitor and control site traffic.
 - Monitor and perform periodic checks for alcohol and drugs.
 - Monitor and control tools.
 - Monitor material storage.
 - Monitor trailers and all equipment within.
 - Maintain proficiency first-aid and CPR programs.
 - Monitor compliance with Bullard ISD's No Smoking policy.
 - Monitor compliance with Bullard ISD's weapon-free zones.
 - Monitor and control employee, vendor access or interaction with students and staff.
 - Monitor and control compliance with Bullard ISD's harassment-free environment for students and staff.
 - Monitor and control employee, vendor theft.

ATTACHMENT 2

CONSTRUCTION PHASE SERVICES (Minimum Required)

- **HUMAN RESOURCES:**

As construction managers, 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.

- **BACKGROUND CHECK AND FELONY CONVICTION NOTIFICATION:**

AGREEMENT/BID PACKAGE BETWEEN SCHOOL DISTRICT AND CONSTRUCTION MANAGER – (Note: The requirements for Felony Conviction Notification and Drug Testing will only be required for personnel who enter the job site and construction site **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 after Substantial Completion without complying with the regulations as stated below.)

Criminal History Background Checks and Drug Testing Construction Manager, all Subcontractors and all Sub-subcontractors shall ensure that any person assigned to perform work at any Bullard ISD 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 checked 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 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 Bullard ISD location under the Contract and shall promptly produce to the Owner the results of such background checks and drug testing upon request. A drug test will be demanded of any person noticeably under the influence of drugs or other related substances.

Construction Manager to provide 30 "Visitor" badges for check-out at the project office. A photo identification badge shall be issued to those persons meeting the screening criterion described in Section 1.1.1. Any person who is assigned to perform any work at any District location under the Contract shall be required to wear their identification badge while on site.

ATTACHMENT 3

POST CONSTRUCTION PHASE SERVICES

- **PROJECT POST CONSTRUCTION SERVICES:**
 - Final acceptance by the Owner is predicated on completion and submission of all items.
 - Provide operating and maintenance manuals.
 - Secure and assemble warranties or guarantees.
 - Provide check-out of equipment.
 - Instruct operating personnel in equipment operating and maintenance procedures.
 - Assist in actual start-up of equipment.
 - Implement close-out procedures and ensure requirements are met:
 - Subcontractors' and vendors' final payment
 - Resolution of claims
 - Final change orders
 - Lien releases
 - Final lien waivers
 - Consent of sureties
 - Assist Owner in enforcement of warranties or guaranties.
 - Conduct walk-through with Owner and Contractor one year after project completion.

APPENDIX B

Company Name: _____

FEE PROPOSAL PROVIDED TO SHORTLISTED FIRMS (**SUBMIT IN STEP TWO**)

1. Fee Proposal based on: Scheduled Start: _____
Completion Date: _____

2. Construction Manager's Fee:

Preconstruction Phase Services:	_____ %
Construction Phase Services	_____ %

3. Premium for 100% Performance and Payment Bonds (percentage of GMP) _____ %

4. General Liability, Automobile Liability and Umbrella Liability Insurance (percentage of GMP) _____ %

5. Builder's Risk Insurance (percentage of GMP) _____ %

6. Indirect Costs are the following (percentage of GMP) _____ %

Superintendent (full time) Assistant Superintendents' (as needed) Project Manager (as needed) Field Operations Manager (as needed) Secretarial Support Employee Benefits for above SS and Unemployment Taxes for above Workers Compensation Insurance for above Project Office Supplies Postage & Express Shipping Charges Personnel Relocation Project Office Utilities Travel, Meals and Lodging Printing – Record & Shop Drawings only	Job Office Rental Haul and Set-up Trailer Pick-up Truck Rental Fuel & Maintenance for Pick-up Truck Two-Way Radios Project Office Telephones First-Aid Supplies Drug Screens Progress Schedules Accounting Fees Data Processing Fees Project Office Machines
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7. Number of Superintendents (TBD)

8. Savings Split: Bullard I.S.D _____ % CM _____ %

APPENDIX C

Company Name: _____

FELONY CONVICTION NOTICE (SUBMIT IN STEP ONE)

State of Texas Legislative Senate Bill No. 1, 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 Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include 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 Owner 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.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm names 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): _____

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

Signature of Company Official: _____ **Date:** _____

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

Signature of Company Official: _____ **Date:** _____

C. 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: _____ **Date:** _____

APPENDIX D

Company Name: _____

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods and services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Firms receiving individual awards of \$100,000 or more and all sub -recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

Before an award of \$100,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Name of Firm: _____

Signature of Authorized Official: _____

Printed Name: _____

Date Signed: _____

APPENDIX E

Company Name: _____

CERTIFICATION OF RESIDENCY

Chapter 2252 of the Texas Government Code relates to Resident versus Nonresident and the requirements governmental entities must follow when awarding contracts to Nonresidents. The pertinent portion of the Chapter is as follows:

2252.001...

"Resident" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

"Nonresident" refers to a person who is not a resident.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

2252.002...

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in:

- (1) the state in which the nonresident's principal place of business is located; or
- (2) a state in which the nonresident is a resident manufacturer.

Please complete the appropriate statement below:

A. I certify that _____ is a Resident of
(Company Name)

Texas as defined in Chapter 2252.

B. I certify that _____ is a Nonresident
(Company Name)

of Texas as defined in Chapter 2252. Our principal place of business is:

(City and State)

Signature: _____

Printed Name: _____

Date: _____

APPENDIX F

Company Name: _____

NON-APPROPRIATION PROVISION

PROJECT: CMAR
BULLARD Independent School District

I understand and agree that a non-appropriation action can be involved by the school district against the project agreement in the event of any anticipated reduction or major change in revenues received by the school district from the State of Texas or local tax authority, and that no penalty will be assessed by the Contractor against the Agreement for work not in place.

NAME OF OFFEROR: _____

BY: _____

Subscribed and sworn to, this ____ day of _____

Notary: _____
Notary Public in and for the State of Texas
My commission expires _____

APPENDIX G

Company Name: _____

INDEMNITY AFFIDAVIT OF CONTRACTOR

PROJECT: **CMAR**
 BULLARD Independent School District

The Offeror named below agrees to and shall indemnify and hold harmless BULLARD ISD, its agents, trustees, officers, and employees from and against any and all suits, actions, losses, damages, liabilities, and claims of any character, type and description (including without limitation court costs and attorney’s fees, and all such other expenses of litigation) brought or made or on account of any injuries or damages received or sustained by any person or persons or property arising out of or occasioned by or connected with the submittal and consideration of its RFQ process. Such indemnity shall apply where the above referenced suits, actions, losses, damages, liability, or claims arise in whole or in part from the negligence of BULLARD ISD.

The Offeror acknowledges that the BULLARD Independent School District is a political subdivision of the State of Texas and is required to conduct business in compliance with all applicable laws, rules and regulations, and agrees to conduct any business with the school district in compliance with all application laws, rules and regulations.

NAME OF CONTRACTOR _____

By: (Signature of Authorized Representative)

Subscribed and sworn to, this _____ **day of** _____

Notary: _____
Notary Public in and for the State of Texas
My commission expires _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

APPENDIX I

AIA A133 – 2009, AS MODIFIED BY THE OWNER

OWNER/CONSTRUCTION MANAGER AGREEMENT:

- The Contract between the Owner and the Construction Manager shall be the “Standard Form of Agreement Between Owner and Construction Manager as Contractor Where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price”, AIA Document A133-2009, as amended by the Owner for this Project (“Agreement”). Submission of response to this Request indicates acceptance of the terms of these agreements. Proposer must notify the Owner as part of its response of any contract terms that it requests to be change. Such terms must be specifically referenced and proposed revised language must be included.

APPENDIX J

AIA A201 – 2017 AS MODIFIED BY THE OWNER

GENERAL CONDITIONS:

- The General Conditions shall be the General Conditions of the Contract for Construction, AIA Document A201-2017, as amended by the Owner for this project. Submission of response to this Request indicates acceptance of the terms of these agreements. Proposer must notify the Owner as part of its response of any contract terms that it requests to be change. Such terms must be specifically referenced and proposed revised language must be included.