

**REQUEST FOR COMPETITIVE SEALED
PROPOSALS**

FOR

CONSTRUCTION MANAGER-AT-RISK

Eanes ISD

Projects:

1. Westlake High School Roofing Phase II
2. Westlake High School HVAC Renovation
3. Hill Country Middle School Roofing
4. Hill Country Middle School HVAC Renovation

Issue Date:

Friday October 07, 2016

Proposal Due Date:

Monday October 24, 2016

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Preface: Project Background

Eanes ISD is seeking a qualified Construction Manager-at-Risk through a One-Step Process for the following upcoming projects:

1. Westlake High School Roofing Phase II
2. Westlake High School HVAC Renovation
3. Hill Country Middle School Roofing
4. Hill Country Middle School HVAC Renovation

Pursuant to the provisions of the Government Code Chapter 2269 Subchapter F, it is the intention of the Eanes Independent School District to select via a one-step Request for Proposal process a Construction Manager at Risk for Roof Replacement and HVAC Renovation at Westlake High School and Hill Country Middle School. The projects are described in the following table and scope descriptions below.

Facility	Approximate Square Footage	Construction to Start	Complete Construction
Westlake High School	Varies	December 2016 (Partial) June 2017 (Majority)	August 2017
Hill Country Middle School	Varies	June 2017	August 2017

The selected Construction Manager(s) is/are to assist the District and its Design Team with cost estimating and scheduling during the design and construction documents phases, provide design input and alternative for systems and details, and to build the projects thereafter as a Construction Manager at Risk.

The Architects Engineers of record for this project are:

MEP Engineering, Inc
1120 Capital of Texas HWY S.
Building 1, Suite 150
Austin, TX 78746

Tel: (512) 306-9650

Fax: (512) 306-9655

Contact: Randy Fuston
512-306-9650

I. REQUEST FOR PROPOSALS

Sealed Proposals from Contractors interested in acting as Construction Manager-at-Risk for pre-construction and construction services will be received for the projects listed below:

PROJECTS: Westlake High School Roofing Phase II
Westlake High School HVAC Renovation
Hill Country Middle School Roofing
Hill Country Middle School HVAC Renovation

OWNER: Eanes Independent School District

PROPOSAL DUE DATE/TIME: Monday October 24, 2016 by 2:00 PM
(Late responses will not be considered)

PROPOSAL OPENING: Monday October 24, 2016 @ 2:15 PM at the EISD
Administration Bldg, 601 Camp Craft Rd Austin TX 78746

SUBMITTAL OF PROPOSALS: Proposals shall be submitted in a sealed envelope labeled as follows: **Request for Competitive Sealed Proposals for Construction Manager-At-Risk 201617-005 WHS and HCMS Roofing & HVAC**

PRE-PROPOSAL CONFERENCE: Thursday October 13, 2016 at 1:00 PM at the EISD
Administration Bldg, 601 Camp Craft Rd Austin TX 78746.

The Request for Sealed Proposals may be obtained online at <http://www.eanesisd.net/departments/business/purchasing>. Please contact Sylvie Pouget, Purchasing Coordinator, with questions about documents at spouget@eanesisd.net.

Questions about the Projects and Construction Manager-At-Risk Request for Proposals should be submitted in writing via e-mail to Jeremy Trimble, Executive Director of Facilities Operations, no later than 2:00 PM on Thursday October 20, 2016 @ jtrimble@eanesisd.net.

Clarification(s) for questions received will be issued no later than 4:00 PM on Friday October 21, 2016. Answers will be issued in writing via e-mail to all proposers who provide an e-mail address for this purpose.

The District reserves the right to accept or reject any or all Proposals, to waive all informalities and irregularities, and to award the Proposal in the best interest of the District.

II. REQUEST FOR PROPOSALS PROCESS

Eanes ISD intends to select a Construction Manager-at-Risk for a project consisting of the construction of Westlake High School Roofing Phase II, Westlake High School HVAC Renovation, Hill Country Middle School Roofing and Hill Country Middle School HVAC Renovation. This selection process, meeting the requirements of Supchapter F of the Texas Government Code Section 2269, will include the following steps:

- Advertise request for proposals.
- Receive and publicly open and read proposals.
- Evaluate and rank proposals according to evaluation criteria.
- Potential interviews of one or more highly ranked Offerors
- Selection by the District Board of Trustees of Construction Manager that offers best value to the District based upon the ranking evaluation.
- Negotiate agreement between District and Construction Manager.
- Potential approval of agreement by the District Board of Trustees (if not delegated).

The Construction Manager selected will generally be expected to provide Pre-construction and Construction Phase Services as described in AIA Document A133-2009, which as modified or supplemented by Owner. In addition to providing pre-construction services to the Owner during the design period, the Construction Manager will assume financial responsibility for the construction of the Project, and provide a Guaranteed Maximum Price proposal to the Owner. All savings on the project will be returned to the Owner at the conclusion of the project. Performance and Payment Bonds for 100% of the total project budget will be required, as required by Chapter 2253 of the Texas Government Code.

III. PROPOSAL REQUIREMENTS

To receive consideration by the District, each applicant must, at a minimum, submit **2** completed copies of each of the following:

- **Contractor's Qualification Statement** (AIA Document A305)
- **Responses to Construction Manager Questionnaire** (See Section VII)
- **Sealed Proposal Form** (Exhibit A, attached)
- **Felony Conviction Notice** (Exhibit B, attached)

- **Taxpayer Identification Form (W-9)** Available on the IRS Website)
<https://www.irs.gov/pub/irs-pdf/fw9.pdf>
- **Conflict of Interest Questionnaire** (Exhibit C, attached)
- **Criminal History Forms** (Exhibit D, attached)
- **Form 1295** (Available on the Texas Ethics Commission Website)
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Additional materials that demonstrate the applicant's ability to further the interests of Owner with regard to this project may also be submitted.

IV. CRITERIA FOR SELECTION

Consistent with the Texas Government Code, the District will utilize the following weighted selection criteria for use in this selection process:

1. The proposal price. (20 points)
2. The reputation and references of the Proposer and of the Proposer's goods or services. (15 points)
3. The quality of the Proposer's goods or services. (10 points)
4. The Proposer's past record of completing projects of similar size and scope on time and within budget. (15 points)
5. The Proposer's responsiveness to warranty work requests, the quality of the warranty work and the Proposer's ability to monitor and report back to the Owner, the progress of warranty work. (10 points)
6. The Proposer's past experience constructing PK-12 educational facilities under the CM-at-Risk methodology. (15 points)
7. Financial stability of Proposer (15 points)

V. PROJECT DESCRIPTIONS

Westlake High School

- 1) Roof Replacement
 - a. Performing Arts Center, Fine Arts, Field House Gym, Field House Locker Rooms, Chap Court Dining Hall.

- i. Work includes new white granulated modified bitumen roofing system. All spaces are multiple levels, but connected.
- 2) HVAC Renovation
 - a. Performing Arts Center, Fine Arts, Field House Gym, Field House Locker Rooms, Central Utility Plant.
 - i. Replace the existing central air handling unit (AHU) equipment.
 - 1. Serving the performing arts center and surrounding spaces.
 - 2. Serving the lecture halls (within the auditorium).
 - 3. Serving the field house.
 - ii. Replace the “pony” chiller with a magnetic bearing chiller, (600 ton range).
 - iii. Add redundant air conditioning to the central plant server room.
 - iv. Add or enlarge air conditioning to the Green Room.

Hill Country Middle School

- 1) Roof Replacement
 - a. Main Gym, Fine Arts, Kitchen, Library, 500-600 Academic wing.
 - i. Work includes new white granulated modified bitumen roofing system.
- 2) HVAC Renovation
 - a. 75% of campus.
 - i. Replace the existing (6) Rooftop HRUs of varying sizes.
 - ii. Replace the existing (Approx. 70) RTUs and Split systems.
 - iii. Replace the existing chiller system at the field house with a magnetic bearing chiller, (100 ton range).

VI. PROJECT SERVICES

The District is seeking the services of a construction manager with the compatible experience, style and approach to provide planning, preconstruction and construction services for the project. Working collaboratively with the District and the entire project team, the CM-at-Risk will be required to provide the following services.

Preconstruction Services

Design Coordination:

Work in coordination with architects, engineers, surveyors and other design consultants with an eye toward maximizing value and functionality, but minimizing costs.

Construction Strategy:

Advise the project team on construction strategies including, phasing and sequencing, permitting, materials procurement, bidding and subcontracting, staging, and commissioning throughout the project.

Constructability Analysis:

Advise the project team on the construction ramifications of design scheme alternatives of all building systems, throughout the preconstruction process. Support the design teams' investigation of similar projects, material/system alternatives, sustainability issues, geotechnical conditions, etc.

Construction Cost Estimating & Control:

Prepare and update both project and construction budgets and estimates. Provide construction cost estimating of design components and system alternatives (including MEP systems) throughout the design process. Provide value analysis on a continuous basis. Produce a construction cost estimate at the required milestones of each phase of design for presentation to the owner and architect (beginning with the 100% SD Estimate).

Construction Duration Estimating:

Due to the nature of this project and typical schedule requirements, advise the project team of the construction duration implications of design scheme alternatives throughout the design process utilizing "just in time" and pull-schedule techniques. Provide an updated construction duration schedule estimate at each milestone of design for review by the owner and architect.

Construction Procurement:

Develop and execute a subcontractor procurement plan for review by the Owner and architect. The procurement plan should include pre-qualification of participants, procurement timing, long-lead item planning, competitive bidding, detailed evaluation of proposals by all project team members, contract negotiations, etc.

Construction Services

Construction:

Execute construction of all portions of the project in compliance with the construction documents and all applicable laws, ordinances and codes. Retain full responsibility for the project site and the actions of all employees/subcontractors throughout construction. Construction responsibility includes, but is not limited to, the following activities: construction planning, implementation, safety management, schedule management, material management, change management, quality control, permitting/inspections, coordination with owner operations, commissioning and owner O&M support, and project closeout.

Occupancy, Start-Up & Operations:

Manage the purchase and installation of FF&E for the project. Assist with the analysis and selection of operational consultants and vendors for each of the schools, with an eye towards maximizing value and minimizing cost. Assist with the definition of the operational organization for the District to run and maintain the property safely and with the lowest possible cost.

Owner Expectations

During the phases outlined above, the District will have the following expectations:

The Construction Manager shall attend and actively participate in regular meetings with the Owner and Architect to review project status and review and update the construction cost estimate.

The Construction Manager will be accountable for the construction budget from the schematic design phase through the completion of the project.

The Construction Manager will prepare, and periodically update, a preliminary Project Schedule for the Architect's and the Owner's review.

The Construction Manager shall coordinate and integrate the preliminary Program/Project schedule with the services and activities of the Owner and Architect. As design progresses, the preliminary Program/Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum proposal.

When Schematic Design and Design Development documents are complete, the Construction Manager shall prepare a cost estimate with supporting data for review by the Owner and Architect. The Architect shall not proceed with Schematic Design and Design Development until the cost estimate is within the predetermined budget.

During the preparation of the Construction Documents, the Construction Manager shall update and refine the cost estimate at established milestones, i.e. 25% and 50%. The Construction Manager shall do this with input from subcontractors.

At each project development milestone, from Schematic Design to Construction Documents, each estimate shall be in a format that allows comparison from one milestone to the next.

If any estimate submitted to the Owner exceeds previously approved estimates the Construction Manager shall make recommendations to the Owner and Architect to reduce the cost of the project.

The Construction Manager shall recommend to the Owner and Architect to schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.

When the Construction Drawings and Specifications are 80% complete, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee and General Conditions.

In Soliciting Competitive Sealed Proposals from subcontractors, Construction Manager shall comply with all requirements and procedures set forth in Texas Government Code Sections 2269.255 and 2269.256, including:

- Using best efforts to receive at least three (3) proposals from qualified subcontractors and suppliers for each section of the work
- Distribute proposal packages and confirm scope of work.
- Review proposals with Owner and Architect, prior to Contract Award.

Other

Prior to commencing any work on this Project, Proposer will certify, on the form provided herein as Appendix E, that, for each employee of Proposer who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing duties related to the Project, the Proposer has obtained, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Sections 153.1101 and 153.1117:

- (a) national criminal history record information from a law enforcement or criminal justice agency for each employee of Proposer hired before January 1, 2008; and
- (b) national criminal history record information from the Texas Department of Public Safety for each employee of Proposer hired on or after January 1, 2008.

Any employee or independent contractor of a contractor, who will have direct contact with students, must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by the District's Board of Trustees).

Once a Contract is executed, the Contractor will be required to obtain from each and every subcontractor or independent contractor the form of certification attached hereto as Appendix E (addressed to both the Contractor and the District), relating to the employees of such subcontractors.

No travel expenses will be paid to Contractor or Sub-contractor.

VII. CONSTRUCTION MANAGER AT RISK QUESTIONNAIRE

1. Firm Information

- 1.1 Name of Firm:
- 1.2 Address of Principal Office:
- 1.3 Telephone No.:
- 1.4 Fax No.:
- 1.5 Form of Business Organization (corporation, partnership, etc.):
- 1.6 Year Founded:
- 1.7 Primary Individual to Contact:

2. Organization

- 2.1 How many years has your organization been in business in its current capacity?
- 2.2 How many years has your organization been in business under its present name?
- 2.3 Under what other or former name(s) has your organization operated?
- 2.4 If your organization is a corporation, answer the following:
 - 2.4.1 Date of incorporation:
 - 2.4.2 State of incorporation:
 - 2.4.3 President's name:
 - 2.4.4 Vice President's name(s):
 - 2.4.5 Secretary's name:
 - 2.4.6 Treasurer's name:
- 2.5 If your organization is a partnership, please answer the following:
 - 2.5.1 Date of organization:
 - 2.5.2 Type of partnership (if applicable):
 - 2.5.3 Name(s) of general partner(s):
- 2.6 If your organization is individually owned, please answer the following:
 - 2.6.1 Date of organization:
 - 2.6.2 Name of owner:
- 2.7 If your organization is other than those listed above, describe it and name its principals.

- 2.8 What is the dollar value of work done in the Austin area for the past five years?
What percentage of your total work does the Austin area work represent?
- 2.9 What percentage of your total work in the last five years has been school or school related construction?

3. Experience

3.1 Completed work within the last five years:

List up to the last ten school facility projects constructed by your organization.
For each project provide:

- 3.1.1 Name of project:
- 3.1.2 Nature of project/function of the building:
- 3.1.3 Construction delivery method:
- 3.1.4 Size (square footage):
- 3.1.5 Location:
- 3.1.6 Cost:
- 3.1.7 Contractual completion date:
- 3.1.8 Actual completion date:
- 3.1.9 Owner, contact, phone number:
- 3.1.10 Architect, contact, phone number:

3.2 Current work:

List up to ten school facility projects currently under construction by your organization. For each provide:

- 3.2.1 Name of project:
- 3.2.2 Nature of project/function of the building:
- 3.2.3 Construction delivery method:
- 3.2.4 Size (square footage):
- 3.2.5 Location:
- 3.2.6 Cost:
- 3.2.7 Contractual completion date:
- 3.2.8 Current completion date:
- 3.2.9 Owner, contact, phone number:
- 3.2.10 Architect, contact, phone number:

- 3.3 Using one or more of the projects listed in 3.1 and 3.2 above as examples; describe the pre-construction services provided and the benefits to the owner from using your organization as their Construction Manager. Please limit response to two pages.
- 3.4 List the categories of work that your organization normally performs with its own forces or an affiliate company. Would you propose doing any work with your own forces or an affiliate company?
- 3.5 List any subcontractors in which your organization has any ownership. List the categories of work those subcontractors normally perform.
- 3.6 Claims and lawsuits, if the answer to any of the questions below is yes, please provide details.
- 3.6.1 Has your organization ever failed to complete any work awarded?
 - 3.6.2 Are there any judgments, claims, arbitrations proceedings or suits pending or outstanding against your organization or its officers?
 - 3.6.3 Has your organization filed or been involved in any lawsuits or requested mediation or arbitration with regard to construction contracts within the last five years?
 - 3.6.4 In the past 10 years, have you ever had a dispute with an Owner regarding a project cost audit, or had to return funds to an Owner as a result of an audit? If so, please provide the details.
- 3.7 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 provide details.
- 3.8 Describe your organization's safety program and provide your workers' compensation experience modification factor.
- 3.8.1 List any safety awards your organization has received within the past five years.

4. Financial Information

- 4.1 Attach an audited, dated financial statement, including your organization's latest balance sheet and income statement.
- 4.2 Provide the name and address of the firm preparing the attached financial statement.
- 4.3 Is the attached financial statement for the identical organization named under 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g.: parent – subsidiary).
- 4.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 4.5 For your financial institution, please provide:
- 4.5.1 Name:
 - 4.5.2 Address:
 - 4.5.3 Telephone number:
- 4.6. For your bonding company, please provide:
- 4.6.1 Name:

4.6.2 Address:

4.6.3 Telephone number:

5. Experience with concepts for working as a Construction Manager-At-Risk

5.1 Describe your organization's concepts for working in a team-integrated relationship with the Owner and Architect during the design and construction of major projects.

5.1.1 Estimating: Describe your organization's methods for estimating costs.

5.1.2 It is anticipated that the GMP will be furnished prior to completion of construction documents. Describe your success in this area.

5.1.3 Scheduling: Describe your organization's methods for scheduling during:

5.1.3.1 Design documents phase.

5.1.3.2 Construction phase.

5.2 Cost information: Your organization would be required to make all cost information, during design and construction, available to the Owner and Architect.

5.2.1 How would this information be furnished?

5.2.2 How would the Owner and Architect be assured of its completeness and accuracy?

5.2.3 A formal audit of the project will be conducted by an independent third party hired by the Owner, at selected intervals during the construction phase and prior to final payment.

5.3 Provide a list of all items that are considered part of the Construction Manager fee, excluding General Conditions costs.

6. Personnel

6.1 Given the scope and schedule of the project(s), identify and provide a resume for each of the following specific individuals:

6.1.1 Project Manager

6.1.2 Job Superintendent

6.1.3 Estimator

6.1.4 Field Operations

SEALED PROPOSAL FORM

Project Name : Construction Manager at Risk for Roof Replacement and HVAC Renovation at Westlake High School and Hill Country Middle School

Project Number: 201617-005

Estimated Construction Budget: \$7,000,000

Estimated Construction duration:

- **Westlake High School**
 - **HVAC Renovation**
 - **December 2016 (Christmas Break), March 2017 (Spring Break), June-August 2017**
 - **Roof Replacement**
 - **December 2016-August 2017**
- **Hill Country Middle School**
 - **HVAC Renovation**
 - **June-August 2017**
 - **Roof Replacement**
 - **June-August 2017**

**Proposer
Name**

Preconstruction Services Fee	Proposed Total Fee
The Pre-construction fee shall be based on a lump sum amount paid by the Owner paid out incrementally during the pre-construction phase.	\$ total

CM At-Risk Fee	Proposed CMR Fee
CM At-Risk Fee shall be the percentage paid to the Construction Manager-at-Risk based on the actual cost of work, general conditions costs and lump sum items.	%

Items	Not to Exceed Costs
Performance and Payment Bond (based on Project Budget)	\$ total
Subguard/Subcontractor Default Insurance Costs (must be disclosed to be considered as a cost of the work)	\$ total

<i>Itemized Insurance Costs:</i>		
Comprehensive General Liability, including: - \$1,000,000 Each occurrence - \$2,000,000 General Aggregate - \$2,000,000 Products / Completed Operations Aggregate - \$1,000,000.00 Bodily Injury and Property Damage (each) - \$1,000,000.00 Personal and Advertising Injury \$1,000,000.00	\$	total
Automobile Liability (any, hired and non-owned autos), including: - \$1,000,000 Combined Single Limit	\$	total
Workers' Compensation and Employer's Liability – Statutory Limits	\$	total
Builder's All Risk, including: - Flood coverage - Maximum 2% Deductible Amount	\$	total

General Conditions – Monthly Costs – All items presented within the General Conditions monthly costs listing shall be based on a monthly cost to the District for the term of the construction phase of the contract. The numbers provided below are for not to exceed amounts only, and should include all labor burden. Payment for these costs will be based on actual expenses incurred.

Items	Not to Exceed Monthly Cost	
Project Manager - Full time – On Site	\$	per month
Superintendent - Full time – On Site	\$	per month
Project Engineer - Full time – On Site	\$	per month
Job Office Trailer (per unit)	\$	per month
Storage Trailers (per unit)	\$	per month
Auto & Trucks for staff – each/month per person	\$	per month

Lump Sum Items (LS) - All items presented within the Lump Sum listing shall be based on a one-time cost to the District for the term of the construction phase of the contract. Payment for these costs will be lump sum amount indicated.

Items	Not to Exceed Cost	
Job Mobilize (temporary power will be provided)	\$	total
Safety	\$	total
Demobilize	\$	total
Total not to exceed cost for other general conditions/general requirements, not otherwise stated in this form, and as permitted by Exhibit E.	\$	total

GENERAL CONDITIONS TOTAL: Not to Exceed Lump Sum: _____

Not to Exceed Percentage: _____

ADDENDA:

The undersigned acknowledges receipt of Addenda
Nos. _____

Dated _____,
2016.

Authorized Signature

Name

Title

Name of Contracting Firm

Street Address

City/State/Zip Code

Telephone No.

Fax No.

Date

FELONY CONVICTION NOTICE

Senate Bill 1 passed by the State of Texas Legislators, 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 owners 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 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 district must compensate the person or business entity for services performed before the termination of the contract”. This disclosure is not required of a publicly-held corporation (option A).

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction had been reviewed by me and the following information furnished is true to the best of my knowledge (select one answer).

Vendor’s Name: _____

Authorized Company Officer’s Name: (please print) _____

Title: _____

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

Signature of Company Officer: _____

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

Signature of Company Officer: _____

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

Details of Conviction: _____

ALL VISITORS TO ANY EANES ISD BUILDING WILL BE REQUIRED TO PRESENT A PICTURE ID AND BE ENTERED INTO THE VISITOR MANAGEMENT SYSTEM IN ORDER TO RECEIVE A VISITOR’S PASS. NO VISITOR WILL BE ALLOWED ENTRY WITHOUT A VISITOR’S PASS.

Signature of Company Officer: _____

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

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION
REVIEW BY SERVICE CONTRACTOR**

Certifying Affidavit submitted to:

Name of School District: _____

Mailing Address: _____

Project/Agreement: _____

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to Eanes Independent School District (the "District") that such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees of the contracting firm hired *before January 1, 2008*, who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the contracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(2) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to the District, that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees of the contracting firm hired *on or after January 1, 2008*, who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students. The undersigned further certifies that no employees of the contracting firm, who meet the requirements of (i) and

(ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(3) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any subcontractor of the contracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been reviewed, cleared and certified, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the contracting firm will immediately remove or cause the removal of such employee from the Project or scope of the Agreement and notify the District.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20_____.

Notary Public _____ State of _____

My Commission expires _____



ALLOWABLE GENERAL CONDITIONS LINE ITEMS

Allowable General Conditions items are identified below. These items shall be included in the General Conditions cost amount shown as a line item in the Guaranteed Maximum Price Proposal and as detailed on the schedule of values. Items not specifically included below will not be allowed as a General Condition costs.

- Personnel Costs. The actual Worker Wage Rate for Construction Manager's hourly employees and the Monthly Salary Rate of Construction Manager's salaried personnel who are identified to the Owner in advance and in writing but only for the time actually stationed at the Project site with the Owner's prior consent. The Project Manager's Monthly Salary Rate may be included in the General Conditions Costs only when the Project Manager is directly managing the Project. All personnel costs are subject to audit to determine the actual cost of the wages, salaries and allowable employer contributions incurred by the Construction Manager for services performed for the Project.
- Costs of long-distance telephone calls, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of Construction Manager's jobsite office if incurred at the Project site and directly and solely in support of the Work.
- Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by Construction Manager, if such items are fully consumed in the

EXHIBIT E

construction of the Work and are included in the list of allowable General Condition Line Items. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its cost shall be based on actual cost of the item less its fair market salvage value.

- Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Project site by Construction Manager, provided they are included in the list of allowable General Condition Line Items and Owner has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from the Construction Manager, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by the Owner and shall be in accordance with the “Rental Rate Blue Book for Construction Mobilization Costs” published by Primedia, latest edition, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.
- The aggregate rental cost of any item charged to Owner shall not exceed ninety percent (90%) of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds ninety percent (90%) of the purchase and maintenance price, Construction Manager shall purchase the equipment and turn it over to Owner upon final completion of the Work or, at Owner’s option, credit the Owner with the fair market resale value of the item.
- Permit and inspection fees that are not subject to exemption.
- Premiums for insurance and bonds to the extent directly attributable to this Project.

EXHIBIT E

On-Site Project Management Staff	
Safety Coordinator/Assistant(s)	CPM Scheduler
Project Executive	Superintendent(s)
Office Engineer(s)	Project Manager(s)

Bonds and Insurance	
Builder's Risk Insurance	Payment and Performance Bonds
General Liability Insurance	Other Project Insurance as Required by Contract

Temporary Project Utilities	
Non-LEED Recycling Dumpsters	Street Rental and Barricades
Project Water, Ice and Supplements to prevent dehydration	Telephone / Internet System Installation
Project Electricity	Fencing and Covered Walkways
Temporary Toilets	Temporary Water Distribution and Meters
Monthly Telephone / Internet Service	Temporary Electrical Distribution and Meters
Temporary Fire Protection	Site Erosion Control (BMP) and Project Entrance(s)

EXHIBIT E

Field Offices & Office Supplies	
Reproduction Services	Move-In/Out and Office Setup
Project Specific Signage	Safety Material and Equipment
Remote Parking Expenses	Employee Identification System
Project/As-Built (Record) Drawings	Office Clean-Up/Janitorial Services
Project Reference Manuals	Monthly Office Trailer Rental Costs
Security System/Watchman	Mobilization and Demobilization (Equipment Only)