

**REQUEST FOR QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK SERVICES**
Where the Construction Manager is also the Constructor

TWO-STEP SELECTION PROCESS

**ALDINE
INDEPENDENT SCHOOL DISTRICT
“FPC 2223-17”**



W. W. Thorne Stadium Replacement

ISSUED AUGUST 29, 2022



Facilities Planning and Construction Department
9999 Veterans Memorial Boulevard
Houston, TX 77032
Phone 281-985-6375

NOTICE TO PROPOSERS

ALDINE INDEPENDENT SCHOOL DISTRICT (Aldine ISD) is accepting Requests for Qualifications from Construction Managers at Risk (CM@R) (hereafter referred to as RFQ or proposal) for services from construction management firms RFQ # FPC 2122-XX until **9/14/2022 at 2:00 pm.**

Method of Delivery

Proposals must be submitted by email to bids@aldineisd.org.

PROPOSAL:	<u>Construction Managers at Risk</u>
RFQ#:	<u>FPC 2223-17</u>
RECEIVED UNTIL:	September 14, 2022 at 2:00 pm at bids@aldineisd.org

A non-mandatory pre-submission meeting will be held on Wednesday, September 7, 2022 at 10:00 AM at 9999 Veterans Memorial Dr., Houston, Texas 77038, Operations Conference Room to discuss the requirements of the RFQ.

Disqualified Proposals

Proposals received later than the specified time will be disqualified. Faxed, emailed, mailed or hand delivered proposals do not meet the proposal requirement,

Request for qualifications Tabulations

After the solicitation is awarded by the Board of Trustees, a summary will be posted to the district's website, under "Community", "Vendor Bids", "Bid Tabulations".

https://drive.google.com/drive/u/1/folders/1piL9SEqD7ebG6uLOLeFxaH_F1-XSWSeD

Addenda/Questions

Responding participants will received any addendum that may occur prior to the proposal due date via email. Questions regarding the proposal are to be submitted in writing to bids@aldineisd.org and must cc: Chris.Hopkins@stantec.com and Jon.Ratliff@stantec.com

Withdrawing / Retracting Proposals

Proposals may be withdrawn or retracted for any reason prior to the submission deadline indicated above.

Due Date / Deadline Extensions

The District, at its discretion, reserves the right to re-advertise and extend the due date and time; any extensions will be indicated on the form of an **addendum**.

Aldine ISD reserves the right to accept or reject any/or all proposals or to make awards as they appear to be advantageous to the district and to waive any and all informalities.

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ADVERTISEMENT

Request for Qualifications from Construction Managers at Risk (CM@R) for ALDINE Independent School District's W. W. Thorne Stadium Replacement

Aldine ISD Construction Department is requesting Qualifications from Construction Managers at Risk Proposals for the W. W. Thorne Stadium. The selected Construction Manager will assist the District and its Architect with pre-construction services; including cost estimating and scheduling throughout the design phase and construct the project thereafter as a Construction Manager at Risk. Qualifications will be accepted until Wednesday, September 14, 2022 at 2:00 p.m. local prevailing time at the Board Room located at 2520 W.W. Thorne Blvd. Houston, TX 77073.

Specifications may be obtained at <http://www.aldineisd.org/community/vendors/> . Contact Jose Penaherrera, 281-985-6373 or jbpenaherrera@aldineisd.org.

Pre-bid conference will be held at the Aldine ISD Dr. Wanda Bamberg Professional Resource and Staff Development Center located at 9999 Veterans Memorial, Houston, TX 77038 on Thursday, September 7, 2022 at 10:00 a.m. in the Operations Conference Room on the first floor.

RFQ SCHEDULE SUMMARY

08/27/2022 & 09/4/2022	Advertising for RFQ
08/29/2022	RFQ documents released
09/07/2022 @ 10:00 am - AISD	Pre-Proposal Meeting
09/14/2022 @ 2:00 pm - AISD	Receipt of RFQs and opening *
09/15/2022	Notification of 3 short listed firms
09/21/2022	Interviews
09/21/2022 @ noon - AISD	Receipt of proposals and opening **
10/18/2022	Board of Trustees approval of recommended CM

Note:

1. This schedule is preliminary and may be modified at the discretion of the Owner.
*All proposals received by the proposal due date will be opened for the sole purpose of recording the names of the Construction Manager firms submitting written qualifications.

2. This schedule is preliminary and may be modified at the discretion of the Owner.
**All proposals received by the proposal due date will be opened for the sole purpose of recording the names and the proposed fees of the Construction Manager firms submitting written qualifications.

SELECTION PROCESS

- The selection process for this project will be accomplished in a two-step process as provided in the Texas Public Education Statute, Chapter 44, Subchapter B.
- The District will receive, publicly open, and read aloud the names of the proposers submitting a Qualifications Package.
- The District's Selection Committee will evaluate and rank each submittal in relation to the criteria described in the RFQ paragraph for selection. The District will establish a short-list to interview based upon the selection criteria.
- Submissions will be evaluated and ranked by the selection committee. The ranking is based upon the following criteria and weights:

CRITERIA FOR SELECTION:

Consistent with the selection criteria described in Chapter 2269, Subchapter F of the Texas Government Code, the ALDINE Independent School District will apply the following selection criteria for use in this selection process:

- A. The offeror's relevant K-12 Stadium experience;
- B. The quality of the offeror's goods or services;
- C. The offeror's safety record;
- D. The offeror's proposed personnel related to performance stadiums
- E. Whether the offeror's financial capability is appropriate to the size and scope of the project(s);
- F. The offeror's prior history in executing construction work for ALDINE ISD or Stantec;
- G. References

Construction Manager at Risk – Step One

ALDINE Independent School District

Proposal Date/Time: 2:00 PM/September 14, 2022

		<u>OFFERORS</u>		
	Weight			
1. The Contractors relevant K-12 Stadium experience	25 / 25			
2. The quality of the Contractor's work	20 / 20			
3. The Contractor's safety record	5 / 5			
4. The Contractor's proposed personnel related to performance stadiums	20 / 20			
5. Is the Contractor's financial capacity appropriate to the size and scope of the project(s)	5 / 5			
6. The Contractor's prior history in executing construction work for ALDINE ISD or Stantec.	15 / 15			
7. References	10 / 10			
TOTALS	100			

Construction Manager at Risk – Step Two

ALDINE Independent School District

Proposal Date/Time: 12:00 PM/September 21, 2022

		OFFERORS		
	Weight			
1. Qualitative Evaluation (cumulative score from information in the RFQ)	50 / 50			
2. Interview Performance to highlight the key project (Stadium) experience	20 / 20			
3. Price (total cost of preconstruction fee, CM fee, and General Conditions)	30 / 30			
TOTALS	100			

METHOD OF EVALUATING PRICE: The Proposal form requires General Conditions Fee and CM Fee to be expressed as a percentage of the Cost of Work. The successful Offeror, in his GMP, will apply these percentages to the actual GMP Cost of Work.

For the evaluation process only, since the Cost of Work is not known, this percentage will be converted to a dollar amount based on the Construction Budget indicated on the Proposal Form.

Generally, each firm can expect to provide a 30 minute presentation to the Interview Committee about their firm and project types. After the presentation, a 15 minute question and answer time period will be provided to address any specific questions the Committee may have related to the firm’s presentation and/or information provided. The Review Committee will review all Statements of Qualifications received by the deadline, and evaluate each firm’s experience, technical competence, capability to perform, past performance, references and other relevant factors submitted in response to this Request for Qualifications, as per the “Criteria and Evaluation Weights” table will complete its evaluation and finalize the selection of firms to be considered for the project. Each firm will be notified individually of the final results of this phase.

AISD makes no warranty or guarantee that an award will be made as a result of this RFQ. The District will select the firm(s) from the approved list to best serve the District needs. The program requirements for the project will be provided to the firm at the time the project assignment is made.

- The final selection of a Construction Manager at Risk for this project will be based on a combined evaluation of qualifications and cost of services to determine the best value to the District. The District reserves the right to waive any informality and to reject any or all Proposals. Upon ranking of the firms, the Owner shall enter into negotiations with the highest ranked proposer for a contract at a price acceptable to the Owner. If the negotiations are unsuccessful, the Owner may continue negotiating with Proposers in order of rank until a contract at a price acceptable to the Owner is agreed upon. The Owner reserves the right to exclude Proposers failing to achieve a minimum total score of 85 percent on the Qualifications ranking criteria items 1 through 9 from any further consideration for negotiation. The highest ranking firm with which the Owner negotiates a contract at a price acceptable to the Owner will be deemed the Proposer offering the best value to the Owner.
- The Owner may make such investigations as he deems necessary and request additional information from the contractor to determine the ability of the proposer to perform the Work. The Proposer shall furnish all such information and data for the purpose as may be requested. The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the Owner that such proposer is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated above.
- By submitting a proposal, the Proposer agrees to waive any claim it has or may have against the Owner, the Architect and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the Proposal Request and Qualification Submittal; and acceptance or rejection of any proposals; and award of the Contract.

END OF SELECTION PROCESS

SUBMISSION FORMAT FOR REQUEST FOR QUALIFICATIONS – STEP 1

Submit three (3) copies of the information listed in 3-ring binders and one (1) digital copy on a USB flash drive, organized in the following manner. Submissions shall be limited to no more than (50) sheets.

TAB 1: CONTRACTOR QUALIFICATIONS

1. Submit AIA Form 305-Contractor's Qualification Statement
2. Submit the following required forms
 - Proposal Evaluation Waiver
 - Felony Conviction Notice
 - Conflict of Interest Questionnaire Form CIQ
 - Certification of Criminal History
 - Supplemental materials may be submitted under separate cover further describing the unique capabilities and experience of the firm. (The committee reserves the right to review or not to review any or some of the provided material)
3. Provide a list of all stadium construction projects that have been completed by your firm in the last (10) years.
Include:
 - Description of the project including name, cost, size
 - Delivery method
 - Contract cost and final cost
 - Start and substantial completion dates and date of final payment
 - Name of owner's construction representative with telephone and fax numbers
 - Name of project architect with telephone and fax numbers
4. Provide (5) Owner and (5) Architect references to contact for evaluation.
 - Name of owner's construction representative with telephone and fax numbers
 - Name of project architect with telephone and fax numbers
5. Your Safety Manual (or an electronic copy of the Safety Manual on a flash drive).
 - Provide your WC modifier for the current year and the three previous years.
 - Provide your TRIR (total recordable incident rating) for each of the last three years.

Note: It is in your best interest to provide accurate and updated reference names and contact information so that we can contact references in a timely manner.

TAB 2: FIRM PHILOSOPHY & PROJECT MANAGEMENT

1. Describe the preconstruction services you will provide for the project relative to the actual construction schedule.
2. Describe your firm's method of estimating costs, and for scheduling during the design / documents phases.
3. Describe how your firm, as Construction Manager, will perform as a team member along with the Architect and Owner to resolve issues that may arise relating to cost changes, scheduling challenges, and project closeout.

4. Describe your firm's approach for constructing the project in response to the project schedule, site conditions, etc. Provide any specific management plans, comments, or concerns you have regarding the project.
5. How will ALDINE ISD benefit from using your firm as a Construction Manager at Risk? Why should ALDINE ISD select your firm as Construction Manager at Risk for these projects?
6. List any work that your firm typically self-performs and that which you would wish to self-perform on this project.

TAB 3: PROJECT STAFFING

1. Provide the resume of the Project Manager, Project Superintendent, Estimators and other relevant team members for the project. Indicate the extent of their involvement in the project(s) (full-time or part time) over the entire duration of the construction and design phases. Provide résumés and references for each individual, as well as projects of similar size and scope that the proposed team has completed.

END OF SUBMISSION FORMAT

SCOPE OF SERVICES

INTRODUCTION

Aldine Independent School District is soliciting Request for Qualifications (REQ) for Construction Managers at Risk from construction managers in the K-12 public educational sector and sports division. Project include but not limited to the demolition and replacement of W. W. Thorne stadium at 1865 Aldine Bender Road.

AIA Contract

- The selected/awarded firm must implement an appropriate AIA contract. The contract shall be the Owner/Construction Manager Agreement on the AIA Document A133-2019 Edition, where the Construction Manager is also the Constructor with modifications dictated by the ALDINE Independent School District. The contract will be provided after the selection of a CM. Note any major exceptions / issues you would raise relative to this document.

Funding Source: Local District Funds Will be used for this project.

Reasonable Cost/Price

- The RFQ solicitation does not require a fee information in step one; the district retains the right to negotiate reasonable cost for services upon evaluation and determination of the most qualified firm.

Ethical Conduct

- No employee or board member Shelby contacted regarding the RFQ after it's released and prior to its award.

Questions

- All questions pertaining to the solicitation must be in writing to: bids@aldineisd.org and must cc: Chris.Hopkins@stantec.com and Jon.Ratliff@stantec.com.

Amendments/Addenda

- Revisions and amendments to the solicitation will be made by issuing an addendum.

General Project Information

- The Prevailing Wage Rates which have been adopted by this District, are attached herein.
- The Owner shall require the use of a standard Texas Statutory Performance Bond to guarantee the performance of the work and a standard Texas Statutory Payment Bond to guarantee the payment of the work in the amount of the initial contract sum (GMP). Each Proposer shall include as part of the percentage proposed for the General Conditions on the Proposal Form the premium cost for providing a 100% Statutory Performance Bond and a 100% Statutory Payment Bond. The bonds shall cover the faithful performance of the contract and payment of all obligations arising there under in such form as the Owner may prescribe.
- One hundred percent of all savings and remaining balances in allowances and contingency funds will be returned to the District upon completion of the project.
- All contract information including all actual project costs will be made available to the District or it's agent at any time. A formal audit of the project may be conducted by an independent third party hired by the District at selected intervals during the construction phase and prior to final payment.

- The Owner shall contract separately for material testing, water and air balance of HVAC systems, and roof inspections, etc. per Chapter 44 of the Education Code.
- The Construction Manager shall be responsible for performing accurate background checks on all personnel to ensure that all personnel working on the project sites are suitable for working in a school environment.
- A Certificate of Substantial Completion will be issued upon such completion of each phase of the project.

END OF SCOPE OF SERVICES

PROJECT SPECIFIC INFORMATION

The ALDINE ISD stadium replacement project is as follows:

Stadium Replacement

- Demo components of existing stadium
- Construct new stadium facility with 10,000 seats
 - New press box
 - New concession stands
 - New support spaces within the concourse
- Provide new north endzone facility
 - Banquet hall with warming kitchen
 - Fine arts support spaces
 - Athletic Offices
- Provide and Install New field turf with gravel bed
- Renovate existing locker rooms within existing MO Campbell arena.

Project Construction Budget including Cost of Work, General Conditions Fee & CM Fee:

- Approximately \$ 45,000,000.00

Proposed Schedule:

- Demo Package Release - Oct 2022
- Demo to Begin – Nov 2022
- Anticipated completion of construction documents – January 2023
- Award of final GMP – April 2023
- Start of construction New Stadium – May 2023
- Anticipated substantial completion – July 2024

Project team consists of:

- Project Architect: Jon Ratliff, AIA, Stantec
Phone (504)-417-1427, Jon.Ratliff@stantec.com
Project Manager: Chris Hopkins – Chris.Hopkins@stantec.com
- Partner Architect: Smith & Company Architects – 713-524-4202
- Civil Engineer: Texas Sports and Civil engineering – 346-204-4854
- MEP Engineers: Stanton Engineering group. – 713-300-9295
- Structural Engineers: Walter P Moore– 713-630-7300
- Food Service: Food Service Design Professionals – 281-350-2323
- Landscape Architect: - Mary Goldsby – 713-802-2799
- Scoreboard and A/V : - WJHW – 972-934-3700
- Cost Estimator: - Vermeulens – 210-741-7812
- Roofing and Envelope: - 281-466-2900

END OF PROJECT INFORMATION

PRECONSTRUCTION SERVICES

The Construction Manager selected for the project will provide the following:

1. Key project personnel shall attend regular meetings with the District and Architect to review the project status.
2. Consult with the Owner and Architect regarding site use and improvements, phasing of the construction, selection of materials, and building systems and equipment.
3. Provide recommendations on construction feasibility including estimates of alternative designs and materials, preliminary budgets and possible economies.
4. Utilize BIM technology for coordination with the Architect and its consultants. The Construction Manager shall also use clash detection software to aid with construction feasibility.
5. Prepare and periodically update a Project Schedule for the Architect's review and the Owner's approval.
6. The Construction Manager shall coordinate and integrate the Project schedule with the services and activities of the Owner, Architect, and Construction Manger. As design proceeds, the Project schedule shall be updated to indicate proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price proposal.
7. During the Schematic Design, Design Development, and Construction Document Preparation Phase, the Construction Manager shall prepare detailed cost estimates with supporting data at each phase for review by the Owner and Architect. The Construction Manager shall update and refine the cost estimate of the final Design Development package, and 50%, 75% and 90% Construction Documents. The printing associated with the required progress prints for detailed cost estimates shall not be a part of this proposal.
8. If any estimate submitted to the Owner exceeds previously approved estimates, the Construction Manager shall make recommendations to reduce the cost of the project.
9. The Construction Manager shall recommend a schedule for procurement of long-lead time items that will constitute part of the Work and any early procurement packages as required in order to meet the Project Schedule.
10. During the preparations of the Construction Drawings and Specifications, the Construction Manager shall propose a Guaranteed Maximum Price (GMP) for the project, which shall include be the sum of the estimated Cost of the Work, including the General Conditions, and the Construction Manager's Fee.
11. The CM at Risk shall have the responsibility to keep the project in budget.
12. The CM at Risk shall assist the Architect in the permitting process.
13. The CM at Risk shall review the contract documents for constructability.
14. The Construction Manager shall prepare spreadsheets of all quotations received and recommend to the Owner and Architect the successful Subcontractors, vendors, and suppliers who propose work for this Project.

END OF PRECONSTRUCTION SERVICES

GENERAL CONDITIONS

General Conditions Fee will be calculated in the following manner:

The General Conditions Fee is to include the following items in an itemized schedule of values format. Items not listed or shown below as General Condition Items are to be included in the Cost of Work or CM Fee.

General Conditions Fee is to include, but is not limited to:

- Job site supervision including superintendent, assistant superintendent(s), helper(s), project manager, assistant project manager(s), and project engineer(s) if located on site. Job site personnel shall include, at a minimum, Job Superintendent and an Asst. Job Superintendent. One Project Manager, at a minimum, shall be assigned to the project under the General Conditions Fee or CM Fee.
- Job site clerical, secretarial, accounting, scheduling, estimating and any other personnel stationed at the job site performing administrative work
- Access construction
- Temporary utilities (power, water, gas & emergency generator) until the date of Substantial Completion
- Obtaining permits and coordination
- Mobilization and de-mobilization
- Project signs
- Job site layout and field engineering
- Layout equipment and material
- Field office and utilities to the field office
- Field office conference room of sufficient size for project meetings on site. May be included with Contractor's Field Office
- Field office furnishings, equipment, maintenance and repairs
- Office supplies and equipment
- Copier, fax and small office equipment and supplies
- Job site and home office data processing
- Storage
- Gang box
- Communication devices, to include project personnel cell phones.
- General Clean-up (daily)
- Final clean-up of the building, site, paving, and walks
- Dumpsters and debris haul-off. Verify cost based on local availability.
- Temporary protection (fire and weather)
- Security measures and/or cost associated with complying with Senate Bill 9, and security personnel on site.
- Temporary protection (security/night watchman not included as security)
- Monthly ice, water, and cups
- Monthly toilet rentals
- Monthly telephone, cell phones, and Broadband Internet connection (with wireless hub)
- Small equipment rental
- Small equipment purchasing
- Small tools purchase
- Fuel and oil for on-site construction equipment
- First aid
- OSHA requirements and costs associated with implementation
- Project photos (provide a minimum of 10 high resolution color photographs of job progress with each application for payment)

- Monthly aerial photographs with a minimum of two views from different directions
- Record drawings
- Close-out documents including O&M manuals
- Printing of pre-construction plans over 5 sets and printing of construction plans over 5 sets
- Printing of shop drawings
- Estimating, project scheduling, and schedule updates
- Vehicles, vehicle fuel, maintenance and insurance
- Warranty work and coordination
- Association dues
- Postage and deliveries
- Travel expenses (local travel only by project related personnel not permanently located at the job site)
- Advertising for subcontractors and vendors to establish the GMP

CONSTRUCTION MANAGER'S FEE

The Construction Manager's Fee will be calculated in the following manner:

The CM will provide their fee percentage on the Cost of the Work. The CM will not be paid a CM Fee on their General Conditions.

Construction Manager's Fee (CM Fee) is to include, but is not limited to:

- Personnel to be utilized on the project if their primary location is in the home office.
- One Project Manager, at a minimum, shall be assigned to the project under the General Conditions Fee or CM Fee.
- Overhead and Profit

COST OF WORK

Cost of Work is to include, but is not limited to:

- All insurance and bonds
- Permit fees
- Equipment start up and testing.
- Scaffolding
- Hoisting personnel
- Hoisting materials
- Any other items, not listed specifically as General Conditions or CM Fee, required to complete the project per the plans and specifications.

SCHOOL DISTRICT'S EXPECTATIONS FOR CM @ RISK

The District's expectations of the successful Construction Manager and the reasons for utilizing the CM @ Risk process are as follows:

1. The CM is to actively participate in the review of the design development and construction documents bringing forward their expertise in construction detailing, cost estimating, scheduling, constructability, etc. to the greatest extent possible for the benefit of the project and all parties.
2. CM is to be forthright in all financial matters relating to this project to the benefit of all parties.
3. Any subcontractor bonding will be disclosed prior to establishing the GMP and mutually agreed upon by the Owner & CMR.
4. A Contractor's contingency and a separate Owner's contingency amount is to be established and agreed upon up front in the GMP. (Expenditures from the Contractor's contingency will be utilized as necessary by the Contractor with the balance of savings to be returned to the District). This contingency will be listed as a line item on the pay application and all expenditures will be explained to the District during construction.
5. The CM is to actively solicit qualified and competitive subcontractors and obtain competitive sealed proposals or lump sum bids.
6. The CM is to utilize sound cost savings ideas and excellent construction coordination and problem solving for the benefit of the project.
7. CM is to embrace the CM@ Risk process to the greatest extent possible by keeping the best interest of the project in mind and working with each team member in a pro-active manner. Job site personnel are to understand the difference between CM@R and CSP or Low Bid contracts. The Owner expects a team-like approach on CM@R projects where the contractor's fee is based on a fixed percentage of the Cost of Work.
8. The CM is to provide clarifications, exceptions, or concerns relating to the construction contract, insurance requirements, and project requirements in a timely manner for the betterment of the project.
9. The CM is to provide a critical path construction schedule at periodic intervals during the construction of the project and must maintain that schedule. If milestones are not being met then it is the responsibility of the CM and the expense of the CM to implement whatever means are necessary to get the project back on schedule as proposed.

END OF PROPOSAL REQUIREMENTS
PROPOSAL FORMS FOLLOW

1.0 Not Used

2.0 SPECIAL TERMS AND CONDITIONS

Owner Reservation of Rights: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project.

Multiple Awards: It is the District's intention to have one vendor complete the architectural design and construction administration and to award one vendor; however the District reserves the right to award multiple vendors; or award a primary and a secondary contractor.

Acceptance of Evaluation Methodology: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.

No Reimbursement for Costs: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

Eligible Respondents: Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Qualification.

Presentation and Demonstration: If deemed necessary by the Evaluation Committee, responders agree to provide the Evaluation Committee with a presentation.

Serving Subcontractors: The District recognizes that potential vendors have different business models for the delivery of support services. Whereas one potential vendor may provide support services through a wholly owned subsidiary, another may provide support services through a local business partner, certified education partner or qualified organization herein referred to as a servicing subcontractor. Therefore, vendors may propose the use of subcontractors, however, the contracted vendor shall remain solely responsible for the performance of this agreement. Servicing subcontractors may not directly accept purchase orders or payments for products or services under the terms and conditions of the contract. If subcontractors are to be used, the name of the authorized subcontractor(s) shall be identified in the Qualifications response and any subsequent projects related to this contract.

3.0 GENERAL TERMS AND CONDITIONS

3.1.0 APPLICABILITY

These conditions are applicable and form a part of the contract documents in each equipment and/or service contract and a part of the terms of each purchase order for items of equipment and/or service included in the specifications and request for qualifications forms issued herewith.

3.3.0 **QUESTIONS** concerning this proposal package shall be addressed to bids@aldineisd.org and must cc: Chris.Hopkins@stantec.com and Jon.Ratliff@stantec.com

3.4.0 DEVIATIONS

Deviations to any conditions and/or specifications shall be conspicuously noted in writing by the request for and shall be included with the request for qualifications in the form of manufacturing product, specifications, and/or brochures.

3.5.0 ONLY SEALED PROPOSALS ARE ACCEPTABLE.

Faxed or emailed proposals do not meet the sealed proposal requirement and will be disqualified.

3.6.0 WARRANTY CONDITIONS for all supplies and/or equipment shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.

3.7.0 SAMPLES, pictures of work samples shall be submitted with the proposal per instructions set forth in The Special Terms and Conditions.

3.7.1 ADDITIONAL SAMPLES needed for evaluation shall be delivered within (5) working days from the time the vendor is notified by the Purchasing Department or requesting department.

3.7.2 SAMPLE ITEMS may be retained for the purpose of evaluation of continual and comparable quality and workmanship of the delivered items.

3.8.0 THOSE WHO DO NOT respond are requested to notify Aldine ISD Purchasing Department by submitting the "Notice of No Submission" form.

3.12.0 ETHICS AND DISCLOSURES

3.12.1 PROPOSER SHALL DISCLOSE whether he/she or its firm has given, offered to give, intends to give at any time hereafter any economic opportunity, future employment, gift loan, gratuity, special discount, favor or service to a public servant in connection with the request for qualifications submitted.

Proposer shall disclose whether any of the school district's board members or administrative executives has any business or familiar relationships with proposer or the proposer's principal offices or employees.

3.12.2 PROPOSER SHALL DISCLOSE any and all relationships that might be a conflict of interest and include such information with the request for qualifications.

3.12.3 PROPOSER SHALL DISCLOSE whether the request for qualifications has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would anyway limit competition or give them an unfair advantage over other proposal in the award of this request for qualifications.

3.12.4 PROPOSER SHALL DISCLOSE GIFTS TO PUBLIC SERVANTS

Gifts may be construed to have been given to influence the purchasing process or purchase decisions. Texas law makes a gift (an item valued at \$100 or more, cash of any amount, or a negotiable instrument of any value) to a public employee a Class A misdemeanor if the employee is someone who exercises some influence in the purchasing process of the governmental body. (*Texas Penal Code*, 36.09[d] and [h]).

3.12.5 PROPOSER SHALL DISCLOSE INTERESTED PARTIES Texas [House Bill 1295](#), Government Code 2252 restricts Aldine ISD from entering into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to Aldine ISD.

3.14.0 ALL CONTRACTS AND AGREEMENTS between merchants and Aldine ISD shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended in 1995 by the American Law Institute in the National Conference of Commissioners on Uniform State Laws. Reference: Uniform Commercial Code, Fourteenth Edition, 1995 Official Text.

3.14.1 FORMATION OF OFFER

A response to this solicitation is an offer to contract with Aldine ISD based upon the terms, and conditions, scope of services, and specifications contained in this request.

3.14.1 Any additional agreements/contract templates to be executed by Aldine ISD shall be included with this proposal offer in blank format.

3.14.2 Services shall be negotiated to a firm amount for the duration of this contract or as agreed to in terms of time frame.

3.15.0 BOARD AWARDED REQUEST FOR QUALIFICATIONS CONTRACT

A Board Awarded Request for Qualifications Contract will be executed if the Aldine ISD Board of Trustees approves the recommended competitive offerings. Section B. of the enclosed Board Awarded Request for qualifications Contract must be completed, signed and returned with this proposal. Clarifications, negotiations, if applicable, will become a part of the final executed Request for qualifications Contract. Unaccepted deviations indicated will require review and acceptance by Aldine ISD legal counsel with the initiation of specific contracts for services. A request for qualifications contract is fully executed when signed by the appropriate Aldine ISD authority.

3.15.1 MULTIPLE AWARDS Aldine ISD reserves the right to award contracts to one vendor, multiple vendors or to make no awards.

3.16.0 AIA Contract

An appropriate AIA contract must be put initiated by the awarded responder.

3.16.2 SIMILAR CONTRACTS Resulting contracts from this solicitation will not supersede other Aldine ISD existing similar, specific or future contracts.

3.17.0 TERMINATION OF CONTRACT

It is understood that the district retains the option to terminate this agreement for any reason at the end of each contract year without pecuniary risk or penalty or at any point during the contract term with evidence of just cause. The district agrees that it will provide written notice of termination no later than thirty (30) days prior to the end of the contract year or for just cause. The termination will become effective and this agreement shall terminate thirty - (30) thirty days following written notification of intent.

3.17.1 DEBARMENT AND SUSPENSION

The District will not contract with or award to any person or company who is debarred, suspended, having proceedings pending ineligibility with the US Government, System for Award Management. The District may rescind / terminate Federal, State, or local funded contracts and or purchases with persons, vendors or contractors who become debarred, suspended, excluded or ineligible during the contracted period.

The vendor shall notify Aldine ISD immediately if / when the awarded individual, vendor, contractor is made aware of debarment, suspension, ineligibility or exclusion at bids@aldineisd.org, Subject: Debarment Status.

3.18.0 ASSIGNMENTS AND SUBCONTRACTING: The proposer understands that the contract may not be assigned, encumbered, pledged, mortgaged, or transferred either in whole or in part without written consent of Aldine ISD.

3.18.1 NOVATION If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Aldine ISD reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

3.19.0 CONFIDENTIAL INFORMATION OR TRADE SECRETS (Government Code, Article 252.049).

If any proposal information is considered to be confidential or a trade secret belonging to the proposer and, if released would give advantage to a competitor or proposer, that information must be marked “CONFIDENTIAL – DO NOT DUPLICATE WITHOUT PERMISSION”.

3.19.1 OPEN RECORDS Aldine ISD is a government entity subject to the Texas Public Information Act, Texas Government Code Chapter 552. Proposals submitted to Aldine ISD may be subject to public information requests after contracts are executed or after completion of any purchases.

3.21.0 CANCELLATION: The District reserves the right to cancel any contract (purchase order) resulting from this Request For Qualifications at any time, for any reason (or for no reason) with a thirty (30) day written notice to the contractor(s). If the vendor fails to perform as required in the Qualifications document, contracts may be terminated without notice. Contractor may cancel any resulting contract, at any time for any reason, or for no reason with a sixty (60) day written notice. Any notice required or permitted to be delivered to the contractor(s) shall be deemed to be delivered when mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed to the bidders address appearing on the face of the Request For Qualifications(or as subsequently revised or changed). Any compensation due the contractor(s) will be limited to items received and/or services performed and accepted by the District.

3.23.0 GUARANTEES

Proposed guarantees must be submitted with the request for qualifications.

3.26.0 FEES- The District retains the right to negotiate reasonable costs and fees for services upon evaluation and determination of the most qualified firm.

3.27.0 APPROPRIATION OF FUNDS

The District's obligation under any purchase order, contract, or service agreement arising from this Qualifications request is contingent upon the availability of appropriated funds from which payment for purchase orders, contracts, or service agreements can be made. No legal liability on the part of the District nor any payment or continuation of any agreement may arise until funds are made available to the District for this purchase order, contract, or service agreement and until successful vendor receives notice of such availability.

3.28.0 INVOICES/PAYMENTS:

3.28.1 Aldine ISD standard payment terms are net 30 days after receipt of invoice. Vendor may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Vendor's invoices should be sent as a preferred method to the email address: **fpinvoicer@aldineisd.org** or by mail to **Aldine ISD, Wanda Bamberg Profession Development and Resource Center, Facilities Planning and Construction Department, 9999 Veterans Memorial Blvd., Houston, Texas 77038.**

3.28.2 Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the "receipt date" stamped on the invoice. If a discount is offered in the proposal, this discount will also apply to all other RFPs that the company has been previously awarded. Vendor's invoices must contain the appropriate Aldine ISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Vendor for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

3.28.3 Invoices must be provided to the District in a timely manner. Vendor is requested to invoice the District within 30 days of providing goods and/or services to the District.

3.28.4 In the event a Vendor presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Vendor.

3.28.5 DISPUTED PAYMENTS TO VENDORS (HB 1476)

The District will notify vendor of any error or “dispute amount in a vendor invoice within 21 days of receipt with a detailed statement of the disputed amount.

3.29.0 VENDOR REQUIREMENTS

Vendor must provide an e-mail address, and accept e-mail orders from authorized buyer having an official Aldine ISD purchase order number; orders may be e-mailed daily or as needed.

3.30.0 TAX EXEMPTION

Aldine ISD is exempt from payment of taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for the purpose of tangible personal property

3.31.0 VENUE

This contract shall be enforceable in Harris County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for any legal action shall lie in Harris County, Texas.

3.33.0 INTERLOCAL AGREEMENTS WITH OTHER SCHOOL DISTRICTS THROUGH THE CENTRAL TEXAS PURCHASING ALLIANCE

A. *Membership.* Aldine ISD is a member in good standing of the Central Texas Purchasing Alliance (CTPA / txctpa.org), an alliance of over 40 school districts in Texas representing over a million students, sharing information, services and contractual opportunities. CTPA is an alliance created in accordance with Section 791.001 of the Texas Government Code through interlocal agreements.

B. *Adoption of Awarded Contracts.* In support of this collaborative effort, all awards made by Aldine ISD may be adopted by other active CTPA member districts. By adopting a contract from another CTPA member district, the adopting district has met the competitive request for bids/proposal/qualification requirements established by the Texas Education Code, Section 44.031(a)(4) and as required by the adopting district's policies. There is no obligation on either party to participate unless both parties agree. The goods and services provided under the contract will be at the same or better contract pricing and purchasing terms established by the originating district.

C. *Adopted Contract Management.* The adopting district shall be responsible for the management of the new contract and all payments to the contracted vendor. The originating district shall have no responsibilities under the new contract agreement.

3.35.0 STATEMENT OF NONDISCRIMINATION

It is the policy of Aldine ISD not to discriminate or engage in harassment on the basis of race, color, national origin, sex, religion, age, disability, genetic information, or any other legally protected status in its educational and vocational programs, services or activities or matters related to employment as required by Title VI and Title VII of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; Age Discrimination in Employment Act; Americans with Disabilities Act, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended. This policy also prohibits retaliation against an individual who has made a good faith report of unlawful, discriminatory practices, opposed any unlawful, discriminatory practices or participated in an investigation of any complaint related to an unlawful, discriminatory practice. Inquiries regarding the Aldine ISD nondiscrimination policy in the following areas should be directed to:

- a. **Title IX & Title VI:** Chief Human Resources Officer, 2520 W.W. Thorne Blvd., Houston, TX 77073 281.985.6205
- b. **EEO & ADA (Employees and Public):** Chief Human Resources Officer , 2520 W.W. Thorne Blvd., Houston, TX 77073, 281.985.6205
- c. **Section 504 & ADA (Students):** Assistant Superintendent for Student Support Services, 9999 Veterans Memorial Drive, Houston, TX 77038, 281.985.3794

3.36.0 PREVAILING WAGE RATES apply to Public Works Contracts and the District will determine and provide the general prevailing rate of per diem wages for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work. Do Not apply to Maintenance Contracts.

3.39.0 COMPLIANCE WITH LAWS The awarded firm/contractor warrants that is shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When requested, firm shall furnish Aldine ISD with satisfactory proof of its compliance.

3.40.0 CODES, PERMITS, AND LICENSES The awarded firm/contractor shall comply with all national, state, and local standards, codes and ordinances and the terms and conditions of the services of Aldine ISD, as well as other authorities that may have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specifications shall be construed as waiving any rules, regulations or requirements of these authorities. The awarded firm/contractor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

3.41.0 SERVICES ON ALDINE ISD PROPERTY If the vendor contractor will perform services on Aldine ISD Property, the vendor shall provide a Certificate of Insurance (with Aldine ISD as additional insured) prior to the start of any work and only after a purchase order has been approved by the final approving authority.

3.42.0 INSURANCE & BOND REQUIREMENTS

Vendor agrees to provide performance bonds and/or payment bonds as required by Texas law on specified contracts and/or projects, as applicable. If performance bonds and/or payment bonds are required, Aldine ISD will include the performance and payment bonds requirement in the Special Terms and Conditions section or elsewhere in this packet.

Contractor shall not commence work until all required bonds and insurance coverages have been obtained and such insurance has been reviewed and approved by the District. Certificates of Insurance on the current ACORD form shall be issued to the District showing all required insurance coverages.

Bonds Required

Construction, installation and service contracts (including but not limited to repair, alteration and maintenance) exceeding \$25,000 require that 100% Performance and Payment Bonds be furnished by the successful proposer (contractor). All proposals must include a 5% Request for qualifications Bond.

Non Construction, non installation or supply contracts exceeding \$25,000 require that a 100% Supply Bond be furnished by the successful proposer (contractor). Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A- VIII and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570). The contractor shall absorb any and all costs of such Bonds.

Insurance Required**Limit Required**

Automobile Liability insurance covering Any Auto	\$1,000,000 Combined Single Limit
<p>Commercial (Comprehensive) General Liability insurance including Products, Completed Operations, Independent Contractors, Broad Form Property Damage, Pollution and Blanket Contractual Liability coverages. XCU exclusions to be removed when underground work is performed.</p> <p>If District students or employees are present, Contractor must provide proof of Sexual Misconduct insurance and certify Background Checks.</p>	<p>\$1,000,000 Occurrence and Personal Injury \$2,000,000 Aggregate \$ 500,000 Fire Damage \$ 5,000 Medical Payments</p> <p>Per Construction Project Aggregate</p>
<p>Professional Errors & Omissions Liability insurance may be required from all contractors, licensed or certified as professionals; e.g., engineers, architects, insurance agents, physicians, attorneys, etc.</p>	<p>One times contract amount \$1,000,000 minimum/\$10,000,000 maximum Occurrence & Aggregate</p> <p>Retroactive Date: 1st Contract – effective date of policy or contract must be shown, whichever is earlier</p> <p>Renewal or consecutive contracts – effective date of policy or 1st contract must be shown, whichever is earlier</p> <p>Extended Reporting Period two years past completion of contract</p>
<p>Workers Compensation insurance with limits to comply with the requirements of the Texas Workers' Compensation Act</p> <p>Employers Liability insurance</p>	<p>Statutory Limits</p> <p>\$1,000,000.</p>
<p>Umbrella or Excess Liability insurance covering in excess of Automobile Liability, General Liability and Worker's Compensation.</p>	<p>One times contract amount for all contracts exceeding \$100,000, up to \$25,000,000 total limit; \$1,000,000 minimum.</p>
<p>All Risk Property Insurance shall be required for any contract or work when property of the District is at risk or in the care, custody and control of the Contractor. Builders Risk insurance shall be required for all construction contracts requiring a bond. All Property insurance shall include coverage against the perils of Domestic & International Terrorism, Flood and Earthquake. (Installation Floater may be substituted when contract involves installation only.)</p>	<p>Contract Limit or Replacement Cost Value of Scope of Work whichever is greater.</p> <p>Permission to Occupy must be granted.</p> <p>Deductible: \$1,000 or 1% of contract up to a \$50,000 maximum</p>
<p>Cyber & Data Breach insurance If contractor has access to District funds, information or data, including employee information.</p>	<p>\$1,000,000 Limit \$1,000,000 Fraudulent Instruction \$1,000,000 Extortion, Ransomware \$1,000,000 Removal of Bank Funds \$1,000,000 Personal Information Access</p>

Crime Insurance: If contractor has access to District funds or property: Employee Dishonesty and Theft, including protection for the District from loss of District funds or property.	\$1,000,000 Limit
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Limits for primary policies may differ from those shown when Umbrella or Excess Liability insurance is provided.

Insurance Conditions

All insurance coverages shall be issued on an Occurrence basis (except Professional Liability) by companies acceptable to District and licensed to do business in the State of Texas by the Texas Department of Insurance. Such companies shall have a Best's Key rating of at least "A- X".

The District shall be shown as "Additional Insured on a Primary & Non-Contributory basis" on the Property, General Liability, Automobile Liability, Umbrella (Excess) Liability, Cyber & Crime policies. A "Waiver of Subrogation" clause in favor of the District will be attached to the Workers Compensation, General Liability, Umbrella and the Property insurance policies. Evidence must be included in Certificates of Insurance.

General Liability and Umbrella (Excess) Insurance must be maintained for two years following date of final payment to contractor. A two-year extended reporting period is required for Professional Errors and Omissions Liability. Certificates of Insurance must be provided annually.

In addition to certificates of insurance, copies of policy endorsements must be provided a) listing Aldine ISD as Additional Insured and b) noting Waivers of Subrogation. All written agreements are considered contracts whenever a Certificate of Insurance provides Waiver of Subrogation and Additional Insured coverages when "required by written contract".

All insurance certificates shall obligate the insurance company to notify the District of any non-renewal, cancellation or material change to any of the policies at least 30 days prior to the effective date of the non-renewal, cancellation or change.

If a policy has aggregate limits, a statement of claims against the aggregate limits is required.

Contractor shall be responsible for all deductibles; the District shall approve the deductibles selected.

The District reserves the right to review the insurance requirements during the effective period of any contract to make reasonable adjustments to insurance coverages and limits when deemed prudent by District based upon changes in statutory law, court decisions or potential increase in exposure to loss.

The following insurance documents must be provided to Aldine ISD prior to the commencement of work:

1. Certificates of Insurance
2. Copies of policy endorsements
 - a) listing Aldine ISD as Additional Insured
 - b) providing Waivers of Subrogation in favor of Aldine ISD
3. Deductible amounts listed by policy type
4. A statement of claims against aggregate limits

Certificate Holder:

Aldine Independent School District
 c/o Purchasing Department
 2520 W.W. Thorne Blvd.
 Houston, TX 77073
 E-mail: bids@aldineisd.org

4.0 CERTIFICATIONS AND REPRESENTATIONS

4.0.1 FEDERAL CERTIFICATIONS

EDGAR CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Aldine ISD is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines (“EDGAR”). Part of this process involves ensuring that all current vendors agree to comply with EDGAR. You must complete this form and return to Aldine ISD along with your proposal.

The following certifications and provisions are required and apply when Aldine ISD expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when Aldine ISD expends federal funds, Aldine ISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when Aldine ISD expends federal funds, Aldine ISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Aldine ISD also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Aldine ISD believes, in its sole discretion that it is in the best interest of Aldine ISD to do so. Vendor will be compensated for work performed and accepted and goods accepted by Aldine ISD as of the termination date if the contract is terminated for convenience of Aldine ISD. Any award under this procurement process is not exclusive and Aldine ISD reserves the right to purchase goods and services from other vendors when it is in Aldine ISD’s best interest.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3

CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when Aldine ISD expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when Aldine ISD expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when Aldine ISD expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Aldine ISD resulting from this procurement process.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Aldine ISD, the vendor certifies that during the term of an award for all contracts by Aldine ISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Aldine ISD, the vendor certifies that during the term of an award for all contracts by Aldine ISD member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Aldine ISD, the vendor certifies that during the term of an award for all contracts by Aldine ISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or request for qualifications for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Aldine ISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Aldine ISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

(J) Procurement of Recovered Materials – When federal funds are expended by Aldine ISD, contractors and their sub-contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Aldine ISD for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Aldine ISD expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

DOMESTIC PREFERENCES FOR PROCUREMENT WITH FEDERAL FUNDS-EXPANISON OF BUY AMERICAN 200.322

As appropriate and to the extent consistent with law, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- 1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to the contract shall be bound by the foregoing terms and conditions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

CERTIFICATION OF BAN ON FOREIGN COMMUNICATIONS

Federal grant funds may not be used to purchase equipment, services or systems that uses “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

“Covered telecommunications” means

- Purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities)
- Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

4.0.2 STATE AND LOCAL CERTIFICATIONS

- A. CERTIFICATION OF PROHIBITION ON CONTRACTS WITH COMPANIES THAT BOYCOTT ISRAEL** I as a contractor and / or my company do not boycott Israel and will not boycott Israel during the term of the contract. (Tex. Gov't §§ 2270.001-.002, 808.001-.006, .051-.057, .101-102.)
This prohibition does not apply to a sole source proprietorship (Tex. Gov't Code HB793)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that boycott Israel.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor
I am a sole source proprietor _____

- B. CERTIFICATION OF PROHIBITION ON CONTRACTS WITH COMPANIES DOING BUSINESS WITH TERRORIST ORGANIZATIONS**

I and / or my company does not and will not do business with companies known to have contracts with or provide supplies or services to a foreign terrorist organization. (Tex. Gov't §§ 2252.151-.154.)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies Doing Business with Terrorist Organizations.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

- C. CERTIFICATION REGARDING CONTRACTING INFORMATION**

Compliance with Gov't Code 552.372, SB 943: The requirements of the Texas Public Information Act, Chapter 552 of the Texas Government Code, Subchapter J, may apply to this request for qualifications or contract if it is valued at more than \$1 million. The contractor or vendor agrees the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter, including the preservation of all "contracting information" (as defined in 552.003) and the provision, upon request of the governmental entity with whom you are contracting, of all contracting information. Contracting information includes, but is not limited to, records, communications and other documents related to the request for qualifications process, contract, payments, receipts, scope of work/services, and performance.

Does vendor agree, if applicable? YES _____ Initials of Authorized Representative of Vendor

- D. CERTIFICATION OF PROHIBITION ON CONTRACTS \$100,000 OR MORE WITH COMPANIES THAT BOYCOTT ENERGY COMPANIES**

I and / or my company does not and will not during the contract term boycott energy companies. (Tex. Gov't Code SB13)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that Boycott Energy Companies.

Does vendor agree, if applicable? YES _____ Initials of Authorized Representative of Vendor

- E. CERTIFICATION OF PROHIBITION ON CONTRACTS \$100,000 OR MORE WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM OR AMMUNITION INDUSTRIES**

I and / or my company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against such an entity or association during the contract term. This prohibition does not apply to a sole source proprietorship (Tex. Gov't Code SB19).

Vendor certifies that Vendor is in compliance with all applicable provisions of the Certification of Prohibition on Contracts with Companies that Discriminate against Firearm or Ammunition Industries.

Does vendor agree, if applicable? YES _____ Initials of Authorized Representative of Vendor
I am a sole source proprietor _____

F. CERTIFICATE OF PROHIBITION ON CONTRACTS WITH CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE IN THIS STATE (LONE STAR INFRASTRUCTURE ACT).

If I and / or my company are granted direct or remote access to control critical infrastructure, except for product warranty and support purposes, then I attest that my company is not headquartered in or owned or controlled by citizens of China, Iran, North Korea, Russia, or another country that is designated by the governor as a threat to critical infrastructure or is owned or controlled by a company or other entity that is owned or controlled by citizens of or the government of any such country. (Tex. Gov't Code SB2116)

Vendor certifies that Vendor is in compliance with all applicable provisions of the Lone Star Infrastructure Act.

Does vendor agree, if applicable? YES _____ Initials of Authorized Representative of Vendor

4.0.3 ETHICS AND DISCLOSURES

A. COVENANTS AGAINST GRATUITIES

The offeror represents and certifies as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities valued at **\$100.00** or more (in the form of entertainment gifts or otherwise) directly or indirectly to any director, officer, employee, or agent/consultant of the District with a view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

B. CONFLICT OF INTEREST QUESTIONNAIRE CERTIFICATION The Conflict of Interest Questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information see <https://www.ethics.state.tx.us/forms/CIS.pdf>

Vendor certifies to file a questionnaire with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed.

Who must file and types of Conflicts for Disclosure:

- 1) Trustees, Superintendents and others - Substantial Interest in a Business Entity or real property
- 2) Trustees, Superintendents and others - Interest in real property to be acquired by Aldine ISD
- 3) Trustees, Superintendents and other local officers - Income over \$2,500 from District vendor
- 4) Trustees, Superintendents and other local officers - Gifts over \$100 from a District vendor
- 5) Trustees, superintendents and local government officers – Family Relationships
- 6) District Vendor - Gave income or gifts to a trustee, superintendent or officer, or family relationship

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

C. EMPLOYEE OF ALDINE ISD

Are any of the offerors owners/partners/interested parties an employee of Aldine ISD?

_____ Yes _____ No

If yes, complete the conflict of interest questionnaire found on

<https://www.aldineisd.org/community/vendors/ciq-form-for-vendors/>

4.0.4 BUSINESS STRUCTURE/OWNERSHIP

A. TYPE OF BUSINESS

(a) The offeror represents as part of its offer that it operates as (Mark with an "X"):

- An individual
- A partnership
- A sole proprietorship
- A corporation
- Another entity_____.

(b) _____ If incorporated, under the laws of the State of:_____.

B. CONTINGENT FEE

(a) Except for full-time bona fide employees working solely for the offeror, the offeror represents as part of its offer that it (Mark with an "X"):

- Has
 - Has not
- ...employed or retained any company or persons to solicit or obtain the contract, and

- Has
 - Has not
- ...paid or agreed to pay any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) The offeror agrees to provide information relating to (a) above, as requested by the Assistant Superintendent of Finance and, when any item in subparagraph (a) is answered affirmatively, to promptly submit to the Assistant Superintendent of Finance a completed "Statement of Contingent or Other Fees."

G. PARENT COMPANY INFORMATION

(a) The offeror represents as part of its offer that it (Mark with an "X"):

- Is
- Is not

Owned or controlled by a parent company. A parent company, for the purpose of this provision, is one that owns or controls the activities and basic business policies of the offeror. To own the offering company means a parent company must own more that 50 percent of the voting rights in that company.

(b) If the offeror is not owned or controlled by a parent company, it shall insert its own Employer's identification Number here: _____

(c) If the offeror is owned or controlled by a parent company, it shall enter in the space below the name and main office address of the parent company and the parent company's Employer Identification Number.

(d)

Name of Parent Company:
Main Office Address:
Telephone Number:
e-Mail Address:
Parent Company's Employer's Number:
Name of Offering Company:

(e) List other company names/ DBA's that are owned, operated and invoiced by your organization.

Name	Address	Phone Number

4.0.5 HUB CERTIFICATION

Aldine ISD is committed to diversity and equal opportunity in the procurement of goods and services. In order to ensure this commitment, the district encourages small minority and women business enterprises to certify as a (Historically Underutilized Business) through certifying agencies such as the State of Texas HUB program, City of Houston SBE certification, City of Austin SBE certification, Metropolitan Transit Authority of Harris County (METRO) SBE certification, and Texas Department of Transportation SBE certification.

Please indicate if your company is a certified registered HUB (Historically Underutilized Business).
(Attach copy of HUB certificate if applicable)

Company Name	Certified HUB		VID Number/ Certification ID	Certifying Agency
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		

4.0.6 CERTIFICATE OF RESIDENCY

If you or your company owns real or personal property within Aldine ISD boundaries, please provide the address(es) and HCAD tax account number(s). If none, please indicate under item B.

A. Address HCAD Tax Account Number (13 digits)

1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

List additional account numbers on a separate page. Additional accounts are listed Yes No

B. There is no real or personal property located in Aldine ISD boundaries to report

Does vendor agree? YES _____ Initials of Authorized Representative of Vendor

4.0.7 RESIDENT CERTIFICATION

The 1985 Texas Legislature passed HB 620 relating to request for qualifications by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

(1) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(2) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section 1. (b)

The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's request for qualifications is lower than the lowest request for qualifications submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to under request for qualifications a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

My company is a Resident bidder of Texas as defined in HB 620.

Does vendor agree and certify? YES _____ Initials of Authorized Representative of Vendor

.....
My company is a Nonresident bidder of Texas as defined in HB 620 OR GOV 2252.001

Principal Place of business is: _____
(City and State)

Does vendor agree and certify? YES _____ Initials of Authorized Representative of Vendor

4.0.8 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:
- (b) Each person signing this offer certifies that:

[] He is the person in the offeror’s organization responsible within that organization for the decision as to prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) above.

[] He is not the person in the offeror’s organization responsible for the decision as to the prices being offered herein but that he has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, not attempt has been made to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition and will not participate, in any action contrary to (a) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a) above.

4.0.9 CERTIFICATION OF NON-COLLUSION

The undersigned certifies that he or she is duly authorized to execute this contract on behalf of offeror and that the undersigned and the company, corporation, firm, partnership, individual, or other entity for whom the undersigned provides this certification has not prepared its proposal, offer, or proposal in collusion with any other proposer, offeror, competitor, any other entity engaged in the business being transacted, or any District employee or representative. The offeror certifies that the contents of the offer or proposal submitted as to prices, terms or conditions of said proposal have not been communicated by the offeror, its employee, or agent to any other person engaged in the type of business being transacted prior to the official opening of this proposal.

4.0.10 COMMUNICATIONS CERTIFICATION

(a) All oral and written communications with the District regarding this solicitation shall be exclusively with, or on subjects and with persons approved by, the person identified by Aldine ISD. Discussions or communications with any other person could result in disclosure of proprietary or other competitive sensitive information, or otherwise create the appearance of impropriety or unfair competition, and thereby compromise the integrity of the District’s procurement system.

(b) By submission of this offer, the offeror certifies that it has not, and will not, prior to contract award, communicate orally or in writing with any District employee or other representative (Including Board of Education members, District contractors or District consultants) other than the individual or person(s) and subjects approved by the individual, named by Aldine ISD, except as described below: (CHECK “NONE” IF OFFEROR HAS NOT HAD ANY PROHIBITED COMMUNICATIONS.

None

Does vendor agree and certify? YES _____ Initials of Authorized Representative of Vendor

(c) Describe communications in the table below if offeror has had any communications with Aldine ISD employee or Aldine ISD representative.)

Name of Offeror	Name of Aldine ISD Individual	Communication Subject and Date

4.0.11 FELONY CONVICTION NOTICE FORM

(Section 44.034, Subsection (a), of the *Texas Education Code*, the undersigned offeror certifies that the person or owner or operator, including employees or agents of the business entity named in this proposal or contract, have not been convicted of a felony, unless a completed “Felony Conviction Notice Form” is attached as an Exhibit to the Offer.

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”.

The offeror agrees to comply with all applicable state laws and Board policies regarding criminal background checks. Before entering into a contract with the District, Proposer must give notice if the Proposer or any personnel has been convicted of a felony, as defined by Texas law, from District property where students are regularly present.

Employee or agent includes as example, but not by way of limitation, persons providing services on the project (“subcontractor” in Texas Labor Code 406.096) including all persons or entities performing all or part of the services the Proposer has undertaken to perform on the project regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, owner-operators, employees of any such entity that furnishes persons to provide services on the project.

Services include, without limitation, providing the hauling, or delivering of equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets. The District shall have the sole discretion to determine what constitutes a “location where students are regularly present.” Proposer’s violation of this section shall constitute a default under the General Terms and Conditions of the contract.

This Notice is not required of a Publicly-Held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.
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: _____
B. My firm is not owned or operated by anyone who has been convicted a felony. Signature of Company Official: _____
C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.(attach additional sheet if necessary) Name of Felon(s): _____ Details of Conviction(s): _____ Signature of Company Official: _____

4.0.12 CRIMINAL BACKGROUND AND FINGERPRINT REQUIREMENT OF CONTRACTORS

State law contains numerous security requirements that school districts and those who do business with the school district must follow.

Section 22.0834 of Texas Education Code requires the following: any person who does not hold a Chapter 21 TEA certification that is offered employment after January 1, 2008, by an entity contracting with a school district, and who will (1) perform continuing duties related to the contract, and **(2) has or will have direct contact with students,** must submit to a national criminal history record review, including fingerprinting, prior to starting work.

This means that any contractor / vendor engaged after January 1, 2008, providing continuing services to the District and who may be performing such work at a campus or other Aldine ISD facility where students are present as part of a normal school day, will be subject to a fingerprint check prior to the start of work. For companies, this means that any new employee hired after January 1, 2008, by the company to perform work for the District under the above referenced criteria, is subject to this law.

The law further provides that vendors are responsible for obtaining the fingerprinting as well as the cost associated with the process. An overview of the Aldine ISD process is outlined below:

1. Vendors must **first** have secured an approved contract with an Aldine ISD school or department; (Note: DPS fingerprinting may not be obtained in advance of an Aldine ISD contract.)
2. An approved Aldine ISD contract must be presented to a local L-1 DPS/FBI agency in order to begin the fingerprint process, (512) 424-2365; and to obtain the required completion receipt.
 - a. If the company consists of 1 or 2 individuals, the Aldine ISD Human Resources Department (Iris Toro, 281-985-7570 or Norma Cisneros, 281-985-7190) will provide the persons(s) with a LEE Pass in order to schedule a fingerprinting appointment.
 - b. If the company consists of more than 2 individuals requiring criminal history review, an approved Aldine ISD contract must be presented directly to a local L-1 DPS/FBI agency.
3. Upon FBI/DPS clearance/passing, the cleared individual's name and information must then be submitted to Aldine ISD using the online form on the district's website, www.aldineisd.org, See Vendors or https://www.aldine.k12.tx.us/secure/affiliate_requests/page1.cfm?role=Vendor
4. Questions regarding this process must be directed to Aldine ISD, Human Resources 281-985-7570.

4.0.13 SIGNATURE BLOCK FOR ALL REPRESENTATIONS & CERTIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES
RFQ# FPC 2122-43

These Representations and Certifications are material representations of fact upon which reliance will be placed at the time of the awarding of a contract. If it is later determined that the offeror knowingly rendered an erroneous Representation or Certification, in addition to any other remedies the District may have, the District may terminate the contract resulting from this solicitation for default and/or recommend that the offeror be debarred or suspended from doing business with the District in the future. In addition, a false entry could be a violation of the *Texas Penal Code*, Paragraph 37.10. **Offeror signs under the pains and penalties of perjury.**

Name of Offering Company:
Name of Offeror:
Main Office Address:
Telephone Number:
Fax Number:
e-Mail Address:
Sales Representative Assigned to Aldine ISD:
Position with company:
Web Address:
Signature:

5.0 CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts that (1) require an action or vote by the Aldine ISD Board of Trustees before the contract may be signed; (2) has a value of at least \$1 million; or (3) is for services that would require a person to register as a lobbyist under Tex. Gov't Code Chapter 305. If applicable, the business entity must submit a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The Form 1295 requirement does not apply to: (1) a contract with a publicly traded business entity or wholly owned subsidiary of the same; (2) an electric utility; or (3) a gas utility. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

Aldine ISD must file a copy of the all disclosure forms with the Texas Ethics Commission not later than 30 days after receiving the form. The bill applies only to a contract entered into on or after January 1, 2016.

Definitions:

(a) Business entity includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

(b) Interested party means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

Form 1295 Disclosure of Interested Parties:

Before a contract can be amended, extended, or renewed with Aldine ISD, laws adopted by the Texas Ethics Commission require you to make known all interested parties.

- 1) As required by law, please complete the Texas Ethics Commission, "Form 1295 - Certificate of Interested Parties" *electronically* on the Texas Ethics Commission website:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
 - a. Click the "*LOG IN*" button
 - b. Click on the words "Click here if you don't have a user ID" to establish a *Business Entity* account
- 2) After your account is confirmed and verified by Texas Ethics Commission
 - a. Log in to your account, Click "Manage My 1295 Forms" to start a certificate
 - b. If applicable in the "Contract ID Number" field, reference the Aldine ISD Contract/Request for qualifications ID number or Project ID number and a contract/request for qualifications description.
 - c. Add all interested parties for **your** business entity.
- 3) Print the Form 1295 and review the form for accuracy (The form should include a filing certification number and date)
- 4) Include the Form 1295 with your request for qualifications/RFP submission

SAMPLE

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Type your name or company name here

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Type "Aldine Independent School District" here

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

**Type the Bid/RFP contract number and name here - Example:
RFP# PURCH 1415-11 Professional and Consulting Services**

Name of Interested Party See Definitions	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
If you are an individual, type your name here. If you are a company type in the owners, presidents, or vice presidents of the company.			
Aldine ISD employees should NOT be listed as interested parties unless they fit the criteria of being an owner, president, etc.			

Do not use this form. Sample Only.

5 Check only if there is no Interested Party.

If no interested party exist, check here.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

9.0 AGREEMENT TERMS

**PROFESSIONAL ARCHITECTURAL SERVICES
RFQ# FPC 2122-43**

I agree to the terms and conditions written within this proposal.

I also agree that any deviation from the guidelines, requirements and specifications, were submitted on the Deviations Form. Once the contract has been signed by both parties, no deviation will be considered without approval. Aldine reserves the right to accept or deny any deviation.

_____	_____
Company Name	Date
_____	_____
Representative Name, Title (Printed)	Phone
_____	_____
Representative Signature	Email Address

A FALSE STATEMENT IN ANY OFFER SUBMITTED TO THE DISTRICT MAY BE A CRIMINAL OFFENSE IN VIOLATION OF SECTION 37.10 OF THE *TEXAS PENAL CODE*.

ALDINE ISD PURCHASING DEPARTMENT
SONNY DONALDSON ADMINISTRATION BUILDING
2520 W.W. Thorne Blvd.
Houston, TX 77073

10.0 NOTICE OF NO SUBMISSION

**PROFESSIONAL ARCHITECTURAL SERVICES
RFQ# FPC 2122-43**

Aldine ISD would like know why you are not submitting a request for qualifications/proposal. Your response will be considered to determine if future changes are necessary.

Indicate reason(s) for no submission:

1. _____ We do not offer the requested product(s)/service
2. _____ Quantities offered or scope of job is too small to be supplied by my company.
3. _____ Quantities offered or scope of job is too large to be supplied by my company.
4. _____ Specifications are "too tight" or appear to be written around a proprietary product.
(Please explain) _____
5. _____ Cannot propose against manufacturer on this item.
6. _____ Cannot propose against jobber on this item.
7. _____ Time frame for submitting a proposal was too short.
8. Other: _____

IF YOU DO NOT SUBMIT A PROPOSAL and wish to remain on the Aldine ISD proposal list for this item, please indicate:

_____ I wish to remain on the proposal list

_____ I do not wish to remain on the proposal list

_____	_____
Printed Name	Title
_____	_____
Vendor Signature	Date
_____	_____
Company Name	Telephone
_____	_____
Address	Fax
_____	_____
City, State, Zip	Email Address

ALDINE INDEPENDENT SCHOOL DISTRICT

**PROPOSAL FORM
FOR CONSTRUCTION MANAGER AT RISK**
(Two Step Process)

Project: ALDINE ISD Stadium replacement project

Submitted by: _____

Date: _____ Phone: (____) _____

Having examined The Proposal prepared by: _____

Dated _____ the following is a breakdown of all proposed fees.

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

- a. Hold proposal open for acceptance 60 days.
- b. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal, which Owner considers most advantageous.
- c. By signing, the undersigned affirms that, to the best of his knowledge, this Proposal has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over respondents in the award of this proposal.

FEE PROPOSAL

1. PRECONSTRUCTION FEE

For all preconstruction services as outlined, the lump sum amount of:

_____ Dollars (\$_____)

2. GENERAL CONDITIONS FEE

For General Conditions as outlined in the RFP, list your GC fee as a percentage of the Cost of Work.

GC FEE: _____%

3. CM FEE

For Overhead and Profit, list your proposed fee as a percentage of the Cost of Work.

CM FEE: _____%

ALDINE INDEPENDENT SCHOOL DISTRICT

**PROPOSAL FORM
FOR CONSTRUCTION MANAGEMENT AT RISK
(Two Step Process)**

ADDENDA

Undersigned acknowledges receipt of Addenda Nos. _____

Dated _____

It is understood that the right is reserved by the Owner to reject any or all proposals, or waive any informality in proposal process.

PROPOSAL EVALUATION WAIVER

By submitting a Proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the Proposal Documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

STATEMENT OF AFFIRMATION

The undersigned affirms that he/she is duly authorized to execute this waiver by the person (s) or business entity making the proposal.

Authorized Signature

Title
(Seal, if a Corporation)
State whether Corporation,

Partnership or Individual

Name of Contracting Firm

Address

Telephone

Date

END OF PROPOSAL FORM

**CONTRACTOR'S INSTRUCTION MANUAL
BUILDING PROGRAMS DEPARTMENT
ALDINE INDEPENDENT SCHOOL DISTRICT**

This manual is provided to contractors who perform services for ALDINE ISD. Responsibility for compliance and education of the contractor's staff, suppliers, and subcontractors is a contractual obligation of the individual or company with whom ALDINE ISD has contracted to perform the work and services (here after referred to as contractor or prime contractor).

The contractor will be required to acknowledge receipt and understanding of this document prior to moving onto any ALDINE ISD site or property and beginning work.

A. Contractor's Safety Program

The prime contractor will have a written safety program that is communicated and enforced with construction personnel during the course of performing the contract or services. A written copy of the program will be provided to AISD.

As part of the contractor's safety program education, the contractor will be responsible for and ensure that all construction workers, subcontractors, suppliers, etc are made aware of AISD's safety requirements and instructions as included herein.

B. General Requirements

1. All construction related personnel are to confine their activities to their specific job work areas. There will be no loitering or access to unauthorized areas of the campus or facility. Use of AISD toilet facilities, cafeteria, or vending areas by construction personnel is prohibited.
2. Potentially hazardous work areas and excavations are to be secured and provided with warning signs, fencing, shoring, shields, guard rails or other adequate protection and warning signage consistent with acceptable standards of safety and as dictated by law.
3. All contractor equipment and tools on AISD facilities must have designed safety guards and accessories intact, functional, and in use. Equipment or devices whose safety certification has been damaged or compromised will not be used or brought onto AISD job sites.
4. It is the obligation and responsibility of the Prime Contractor, their subcontractors, and all related construction personnel to practice appropriate safety techniques to protect the health and wellbeing of themselves, their co-workers, AISD staff, and students.
5. It is the obligation and responsibility of the Prime Contractor to insure that all State and Federal laws pertaining to criminal history checks are met in order to insure that any on-site job related employee is cleared to be on a ALDINE ISD facility that may be occupied with students.
6. Radios, cassette players, jam boxes, etc that broadcast music publicly are not allowed.

C. Drugs and Alcohol

Illegal drugs and intoxicants are explicitly excluded from access or use on any ALDINE ISD owned or controlled property. Those in possession or under the influence of illegal drugs or intoxicants are specifically excluded from access to any AISD property or facility.

Violation will result in immediate removal from AISD property and prosecution as appropriate

D. Weapons and Firearms

Weapons and firearms, as defined by ALDINE ISD Police Department, are strictly prohibited from access onto AISD property or facilities.

Violation of this requirement will result in immediate removal from AISD property and prosecution as appropriate.

E. Tobacco Products

Use of tobacco products is not permitted on AISD property (including the perimeter of the property). Failure to comply with this requirement may result in the violator being removed from AISD property and exclusion from future access to AISD properties.

F. Dress Code and Conduct

At all times, construction personnel will be held accountable for wearing appropriate attire. More specifically, no clothing will be allowed on AISD properties that in the view point of AISD Administration or Police Department is outside the limits of acceptable standards for this school district. Specifically excluded are items of clothing that contain wording or graphics that may be viewed as offensive.

Shirts, long pants, and hard soled closed toed shoes will be worn at all times.

Loud, boisterous, and/or profane language will not be allowed.

Unauthorized interaction with AISD staff or students will not be tolerated. Any action by construction personnel that may be interpreted by AISD's Administration or Police Department as harassing, offensive, teasing, annoying, or nuisance toward any student or staff member will result in immediate removal, permanent suspension of the offender from school property, and follow up prosecution if justified.

Courtesy and consideration of AISD staff and students by construction personnel is mandated and expected at all times.

When working on or around areas that are occupied and operational by AISD, care and consideration will be given to minimizing disruptions such as noise, dust, housekeeping, and any disruption of utilities that may impact ongoing AISD school or business operations.

G. Emergency Situations, Accidents, and Injuries

All situations that result in accidents, near accidents, injuries, or loss must be reported to AISD. As soon as emergency circumstances allow, the supervisor for the prime contractor must notify AISD Building Programs or the Maintenance Department of the occurrence. A written report must follow within 2 business days of the mishap.

Included, as Attachment A is a listing of AISD emergency phone numbers.

H. Hazardous Communications Program

The contractor must have in place an effective HazCom program that complies with Federal Guidelines and Occupational Safety and Health Administration regulations.

All contractors and subcontractors must provide a Workplace Chemical List (WPCL) and Material Safety Data Sheets (MSDS) on site for each chemical they expect to use during the construction project. Chemicals needing to remain on site must be stored according to MSDS guidelines. Care should be taken to control use and reduce the quantity of on-site hazardous materials.

I. Housekeeping and Debris Removal

The contractor is required to keep the entire project area clean and free from accumulation of excess debris at all times. Trash and debris must be managed to contain it on site and confined to the dedicated construction area. Trash will be controlled to eliminate objectionable and unsightly conditions and disposed of in a proper and timely manner. Public roads, parking, walks, etc. will be kept clear of mud and water.

This section also pertains to the grounds keeping of all areas within the construction site and/or under the control of the contractor. All grass areas shall be routinely maintained to provide a neat appearance. This includes but is not limited to weed control around all fenced areas.

J. Parking, Staging, and Lay Down Areas

During construction, the contractor will be assigned and limit their activity to use of designated areas only. In no case will contractor personnel be allowed to park vehicles randomly in AISD staff or student parking spaces.

The approved areas for parking, staging, and lay down will be defined during the pre-construction conference.

K. Disruptions to Utilities, Equipment, Roadways, and Building Safety Features

The availability of utilities, equipment, access roadways, and building safety features all work to insure safe and productive operation of ALDINE ISD's plant and facilities. Consistent with that is the need to manage and plan any disruption to the use of these items. Therefore, shutdowns must be requested, planned, and approved well in advance to minimize disruption to AISD's operations.

1. Utilities and equipment: May be shut down and disrupted only when approved, scheduled, and planned in advance with AISD Maintenance Dept.
2. Fire alarms and sprinklers: May be shut down or disrupted only when approved, scheduled, and planned in advance with AISD Maintenance Dept.
3. Roadways and building access: may be shut down and disrupted only when approved, scheduled, and planned in advance with AISD Administration, Police, and Transportation departments.

L. Asbestos

ALDINE ISD will endeavor to identify and/or remove or encapsulate any known asbestos containing materials within a project area prior to beginning a construction project.

In the event that any construction personnel encounter any materials suspected of being asbestos containing, they will immediately stop construction activity that would further disturb the ACM and notify AISD Maintenance Department's Compliance Coordinator. No further work should commence that would disturb the potential ACM or expose any workers or building occupants to risk of exposure until the Compliance Coordinator has acted and authorized the work to commence.

At the completion of the project and as part of the contract close out, the prime contractor will provide a "Certificate of Asbestos Free Construction" Certifying that all products installed in the project within the scope of this contract are indeed asbestos free.

M. OSHA and EPA Compliance

In all cases, the contractor, his subcontractors, suppliers, and construction personnel will comply with any and all laws and regulations as set forth by the Occupational Safety and Health Act and the Environmental Protection Agency. The prime contractor is responsible for enforcing these

regulations and guidelines at all times. Failure to comply may be cause for cessation of work and termination of the contract.

N. Schedule for Completion

The contractor will include within their contract days an appropriate number of lost days due to average inclement or adverse weather conditions. Only weather related days that exceed the 5 year average for the number of days with ½ inch or greater rainfall as measured by the National Weather Service for the greater Houston area will be granted as extra contract time.

No more than one mud day will accompany each rain day for the duration of the contract. Months containing less than the average rainfall will be credited back to the job schedule.

Maintaining the site drainage and dewatering are the responsibility of the prime contractor and not valid reason for construction delay.

O. Warranty Work

AISD utilizes a Warranty Work Order Request Form to notify the contractor of items needing attention that may be covered under the contractual warranty periods; this will also include any manufacturers extended warranties. At the owner's discretion, the first point of contact will always be the General Contractor whose responsibility will be to make any necessary contacts to subcontractors and/or manufacturers to initiate and facilitate the warranty claims process. Coordination of facility availability and access by subcontractors will be handled through the General Contractor.

These requests are typically faxed to the contractor and will be marked as to the level of urgency each repair may warrant. AISD personnel will assign this level of urgency to each request depending upon the needs of the campus staff or students. There are three levels of urgency, each corresponding to an expected response time.

Emergency: Immediate Response

Urgent: Next Business Day

Normal: Within 3 Business Days.

Included on each Warranty Work Order Request will be a description of the needed repair along with any special working conditions or remarks that the contractor may need to be made aware of.

Once the repairs have been completed, the request will need to be signed by the contractor's representative as well as initialed by a AISD representative that has accepted the repairs.

Preferably this would be the person whose name appears on the form as having initiated the request. This completed form will then need to be faxed or returned back to a AISD Building Programs Dept. representative.

Completion of this process in its entirety is what will be considered as acceptable completion of a Warranty Work Order Request.

If the contractor fails to respond in a timely manner or if safety, security, or well-being of the building or its occupants is at risk, AISD reserves the right to complete the warranty work order at the expense of the prime contractor.

P. Vending

ALDINE ISD has rights to onsite vending during construction.

The prime contractor will provide space, temporary pad and electric power as required.

END OF CONTRACTORS INSTRUCTION MANUAL

**SUPPLEMENTARY CONDITIONS TO
AIA DOCUMENT A133 – 2019
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND
CONSTRUCTION MANAGER AS CONSTRUCTOR WHERE THE BASIS OF
PAYMENT IS THE COST OF WORK PLUS A FEE WITH A
GUARANTEED MAXIMUM PRICE**

OWNER: ALDINE INDEPENDENT SCHOOL DISTRICT
CONSTRUCTION MANAGER: _____.
PROJECT: _____

ARTICLE 1 INITIAL INFORMATION

Insert the following language as sub section 1.1.4.4: "Final Completion Date or Dates:"

ARTICLE 2 GENERAL PROVISIONS

§ 2.2 RELATIONSHIP OF THE PARTIES

Delete the first sentence of Section 2.2 in its entirety and substitute the following:

"The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's best skills and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to use the Construction Manager's best efforts to perform the Work in an expeditious and economical manner consistent with the Owner's interests."

§ 2.3 GENERAL CONDITIONS

Add the following Section:

§ 2.3.4 3 *To the extent any provision in these Supplementary Conditions to AIA Document A133-2019 General Conditions conflicts with any Supplementary Conditions issued by the Architect in the Specifications or the Project Manual; these Supplementary Conditions to AIA Document A133-2019 General Conditions shall control.*

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

Add the following sentence at the end of the introductory paragraph for Article 2:

"Unless advised otherwise by the Construction Manager, both the Superintendent and the Project Manager shall be authorized to represent the Construction Manager with respect to the Project."

§ 3.1.1 Extent of Responsibility

Delete the last sentence of Section 3.1.1 and substitute the following:

"The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner

any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect or Owner may require.”

Add the following sentence at the end of Section 3.1.1:

“In cooperation with the Architect initial conceptual design, the Construction Manager shall prepare a detailed written report to the Owner setting out an initial cost estimate based on the Owner’s Education Specifications, using industry research, estimated quantities and labor costs, and shall participate in a meeting with the Owner’s team and the Architect to review and discuss the conceptual design and initial cost estimate.”

§ 3.1.4 PROJECT SCHEDULE

Number the first paragraph as 3.1.4.1

Inserting in the first sentence the words “with a baseline” after the word “schedule.”

Inserting the following new language “The initial project schedule submitted by the construction manager shall establish the baseline schedule that will not be adjusted throughout the duration of the project. Each updated schedule submitted shall show the baseline schedule graphically on a gnatt tracking chart.” after the first sentence.

Delete the fourth sentence of Section 3.1.4 and substitute the following:

“The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; milestone dates for receipt and approval of pertinent information; preparation and processing of shop drawings and samples; ordering and delivery of products, material and equipment, including those that must be ordered well in advance of construction; the occupancy requirements of the Owner, including any portions of the Project having occupancy priority; the proposed date of Substantial Completion; and Final Completion Date.”

§ 3.1.4 shall be amended by adding language and a new Section 3.1.4.2 as follows:

“**§ 3.1.4.2** Subject to adjustments of the Contract Time as provided in the contract documents, the Contractor shall diligently prosecute and achieve substantial completion of the work.”

§ 3.1.4 shall be amended by adding language and a new Section 3.1.4.3 as follows:

“**§ 3.1.4.3** Final Completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.”

§ 3.1.6 COST ESTIMATES

Delete Section 3.1.6.2 and substitute the following:

“As the Architect progresses with Schematic Design Documents, Design Development Documents, and Construction Documents, the Construction Manager shall prepare and update, prior to presentation of each phase of design to the Owner’s Board of Trustees, a more detailed estimate of the cost of the work, of increasing detail and refinement. Such estimates shall be submitted for the Architect’s review and the Owner’s approval. The Owner will not proceed with the next stage of design until the detailed cost estimate is within the Owner’s predetermined budget for the Project. If any estimates submitted to the Owner exceed previously approved estimates, the Construction Manager shall make recommendations to the Owner and Architect to reduce the costs of the Project.”

Add the following Section 3.1.6.3:

§ 3.1.6.4 The Construction Manager shall, before Construction Documents are finalized and approved by the Owner, and before subcontractor bids or proposals are solicited for portions of the work, carefully study

and compare the various contract documents relative to each portion of the work, as well as the information furnished to Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to each portion of the work, and shall observe any conditions at the site affecting it.

§ 3.1.11 SUBCONTRACTORS AND SUPPLIERS

Delete the text of Section 3.1.11 in its entirety and substitute the following:

- .1 For all elements of the Work, the Construction Manager must obtain the Owner's written approval of the packaging of the scope of work for trade contractors or subcontractors, prior to publicly advertising for bids or proposals from trade contractors or subcontractors.
- .2 The Construction Manager shall publicly advertise, in accordance with Section 44.031(g) of the Texas Education Code, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the Work other than the minor work that may be included in the general conditions. The Construction Manager may seek to perform portions of the Work itself if the Construction Manager, however, the Construction Manager must submit its sealed bid or proposal, for those portions of the Work, in the same manner as, but prior to, all other trade contractors or subcontractors. The Owner may, at its discretion, permit the Construction Manager to perform portions of the work, but only if the Owner determines that the Construction Manager's bid or proposal provides the best value for the Owner, and that adequate competition for such portions of the work were achieved through the advertising process. The Owner reserves the right to have an outside estimator review and evaluate all proposals for portions of the work for which the Construction Manager competes, prior to making a decision on such proposals, and further reserves the right to accept any proposal that Owner determines is in the best interest of the Owner.
- .3 The Construction Manager and the Owner's representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the Construction Manager, engineer, the Architect or the Owner. For portions of the work that the Construction Manager seeks to self perform, only the Architect and Owner shall open and review such proposals. All bids or proposals shall be made public after the award of the contract or within seven days after the date of final selection of bids or proposals, whichever is later.
- .4 If the Construction Manager reviews, evaluates, and recommends to the Owner a bid or proposal from a trade contractor or subcontractor but the Owner requires another bid or proposal to be accepted, the accepted bid or proposal shall be the one used to generate that Guaranteed Maximum Price.

Delete the first sentence of Section 3.1.12 and substitute the following:

“The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction as required to meet the Project schedule.”

§ 3.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

Delete the text of Section 3.2.1 in its entirety and substitute the following:

§ 3.2.1 The parties hereto agree that, when the Drawings and Specifications for the construction of the entire Work of the Project, including all agreed-upon pre-construction packages (if any), are sufficiently complete, and all subcontractor bids or proposals have been received and evaluated, the Construction Manager shall propose a maximum sum of the Cost of the Work, including the Construction Manager's Reimbursable Conditions Costs as provided herein, the contingencies described in Section 2.2.4, and the Construction Manager's Fee that, upon acceptance by the Owner, the Construction Manager will guarantee

not to exceed, subject only to those additions and deductions by changes in the Work as provided in the Contract Documents. Given the Construction Manager's role of participation in all phases of design, estimating, scheduling and development of final Construction Documents, no Change Orders shall be allowed for unforeseen or changed conditions, except for subsurface conditions not discovered or reported by the Owner's geotechnical engineer, changes in conditions required by any permitting or regulatory agencies, scope changes requested by Owner, or concealed conditions not foreseeable or discoverable by the Construction Manager using reasonable means prior to the Construction Phase.

Delete the text of Sections 3.2.3.3 and 3.2.3.4 in their entirety and substitute the following:

- .3 The proposed Guaranteed Maximum Price, including only the items set forth in Section 3.2.3.6 below.
- .4 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, together with such Interim Completion Dates made a part thereof, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
- .6 Notwithstanding any other provision, the Guaranteed Maximum Price shall be the sum of the following:
 - a. the sum of all accepted subcontractor or trade bids or proposals, including, if acceptable to Owner, proposals from the Construction Manager to self-perform portions of the work;
 - b. the amount of the Construction Manager's Reimbursable/General Conditions Costs;
 - c. the Construction Manager's Contingency (at Owner's discretion);
 - d. the Owner's Contingency;
 - e. the Construction Manager's Fee, which may not be calculated or included on any work performed by the Construction Manager's own forces; and
 - f. Allowances, if any, as approved by the Owner.

Add the following sentence to the end of Section 3.2.4:

"Notwithstanding the foregoing, overruns of actual Cost of the Work beyond Construction Manager's Contingency shall not affect the Guaranteed Maximum Price, and shall not be the basis for a Change Order, unless otherwise agreed to in writing by the Owner."

Add the following sentence to the end of Section 3.2.9:

"Since the Owner is a tax exempt entity, no sales tax or other tax from which the Owner is exempt shall be included in the proposal or any portion of the Cost of the Work."

Add the following Section:

§ 3.2.10 The Construction Manager and the Owner agree and acknowledge that the cost of certain portions of the Work may be incapable of exact determination at the time that the Guaranteed Maximum Price is established and accepted by the Owner. In such event, the Construction Manager and the Owner will establish reasonable estimates of these costs based upon availability of information for such portions of the Work. Such estimates are herein called "Allowances" and, if established by the parties as provided herein, will be shown in the Schedule of Values and clearly identified therein as "Allowances" and subject to Section 3.8.2 of A201™-2017. Allowances, if any, are to be enumerated on a List of Allowances set out at the time the Guaranteed Maximum Price is established.

§ 3.3 CONSTRUCTION PHASE

§ 3.3.2 ADMINISTRATION

Delete the text of Section 3.3.2.1 in its entirety and substitute the following:

§ 3.3.2.1 Those portions of the Work that will not be performed with the Construction Manager's personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager.

Replace the last sentence of Section 3.3.2.5 with the following:

"The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect at regular intervals, but in any event not less often than monthly."

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.2 OWNER'S DESIGNATED REPRESENTATIVE

Delete the text of Section 4.2 in its entirety and substitute the following:

"The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. All parties acknowledge that only the Board of Trustees for the Owner, acting as a body corporate, has the authority to bind the Owner with respect to all matters requiring the Board's approval under School District Board Policy, including without limitation, Changes in the Work. Except as otherwise provided in Section 4.2.1 of A201™-2017, the Architect does not have authority to bind the Owner with respect to matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative, whom the Owner shall designate in writing, and who shall have limited authority to make decisions on behalf of the Owner concerning estimates and schedules, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager.

§ 4.3 ARCHITECT

Delete the text of Section 4.3 in its entirety and substitute the following:

"The Owner shall retain an Architect to provide services, duties and responsibilities according to an agreement between Owner and Architect executed by such parties, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect and the Construction Manager. Upon request, the Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect, and any further modifications to such agreement."

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.2 PAYMENTS

Delete the second sentence of Section 5.2.2 in its entirety and substitute the following:

"Amounts paid thirty (30) days after the invoice date shall bear interest at the rate of 6% per annum."

ARTICLE 6

COMPENSATION FOR CONSTRUCTION PHASE SERVICES

Insert the following text at the end of Section 6.1.1:

“The Contract Sum contains an Owner’s Contingency in the amount to be established and agreed upon up front in the GMP. This contingency is for the sole use of the Owner to be used for changes in the scope of the Work and for the betterment of the Project. Owner’s authorized representative may approve any expenditure from Owner’s Contingency without further Board of Trustees approval. If the Owner’s Contingency is not expended or not fully expended, then any unused portion shall belong to the Owner and shall be credited to the Owner in calculating final payment.”

Insert the following text at the end of Section 6.1.2:

“The Construction Manager’s overhead and profit attributable to increases in the Cost of the Work, as evidenced by executed Change Order(s) identifying the same, shall not exceed the percentage of the Construction Manager’s Fee, and no markup shall be allowed on self-performed work”

Insert the following text at the end of Section 6.1.3:

“A Subcontractor’s overhead and profit attributable to increases in the cost of its portion of the Work, as evidenced by executed Change Order(s) identifying the same, shall not exceed 10%.”

Delete the text of Section 6.1.5 in its entirety and substitute the following:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed one hundred percent (100%) of the standard rate paid at the place of the Project.

Insert the following paragraph in Section § 6.1.6

“§ 6.1.6.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor’s failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$1000 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.”

§ 6.3 CHANGES IN THE WORK

Delete the third sentence of Section 6.3.1 in its entirety and substitute the following:

“Subject to the Owner’s consent for minor changes which may affect the Contract Time, the Architect may make minor changes in the Work as provided in Section 7.4 of *AIA Document A201™-2017*, General Conditions of the Contract for Construction, as amended by the Owner.”

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.2 LABOR COSTS

Delete the text of Sections 7.2.1 and 7.2.2 in their entirety and substitute the following:

§ 7.2.1 Wages of construction workers, excluding bonuses, directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner’s prior written agreement, at off-site workshops.

§ 7.2.2 Wages or salaries, excluding bonuses, of the Construction Manager’s supervisory and administrative personnel when stationed at the site with the Owner’s prior written agreement, and only to the extent that such personnel perform supervisory or administrative work directly related to the Project, or other personnel as agreed to in writing by the parties in the Construction Guaranteed Maximum Price proposal for each phase of the Project.

Insert the following sentence at the end of Section 7.2.3:

“The only personnel reimbursable here under are the personnel set out in writing in the Contract Documents and the Construction Manager’s Proposal.”

Delete the text of Sections 7.2.4 and 7.2.5 in their entirety and substitute the following:

§ 7.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations not to exceed the Construction Managers current standard written personnel policy, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 7.2.5 Profit sharing and incentive compensation paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, with the Owner’s prior written approval.

§ 7.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

Delete the text of Sections 7.5.2 and 7.5.5 in their entirety and substitute the following:

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers, that are rented from unrelated third parties and provided by the Construction Manager at the site, and costs of transportation, installation, minor repairs, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner’s prior written approval. The Cost of the Work described in this subsection shall include only straight rental costs and will not include any costs associated with the purchase of, or an option to purchase, the machinery or equipment. With respect to items furnished from Construction Manager’s own stock, the cost to be included shall be 80% of current rental rates as set forth in the Compilation of Nationally Accepted Rental Rates of the Associated Equipment Dealers. If the cost is to be determined by such rental rates, it shall be determined by multiplying the applicable rate, for the period the equipment is used, times the applicable period such equipment is used in prosecuting the Work. Above-normal maintenance, capital improvements and overhauls are not chargeable to Owner. The

total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.

§ 7.5.5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work in accordance with the Construction Manager's current standard written policy for travel reimbursement. Such expenses, together with the method of calculating reimbursable travel and subsistence expenses incurred by employees of the Construction Manager must receive written approval in advance from the Owner.

Insert the following sentence at the end of Section 7.5.2:

"Such costs, to be reimbursable, must comply with Section 9.3.2 of *AIA Document A201™-2017* General Conditions."

§ 7.6 MISCELLANEOUS COSTS

Add the following sentence at the end of Section 7.6.1:

"If the Construction Manager requires Subcontractors to maintain payment and/or performance bonds, the cost to Subcontractors of the bonds shall not be included in the Cost of the Work, but shall be at the Construction Manager's own expense unless approved by the Owner."

Delete the text of Section 7.6.2 in its entirety and substitute the following:

§ 7.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Construction Manager is liable, except those taxes which the Owner is not required to pay under applicable law.

Delete the text of Section 6.6.8 in its entirety.

§ 7.7 OTHER COSTS AND EMERGENCIES

Delete the text of Section 7.7.3 in its entirety and substitute the following:

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility of the Construction Manager, a Subcontractor or a supplier, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

§ 7.9 COSTS NOT TO BE REIMBURSED

Insert the following Sections 7.9.1.9, 7.9.1.10, 7.9.1.11 and 7.9.1.12:

- .9** Except as provided in Section 6.7.3, costs to repair defective Work and other costs to comply with Contractor's warranty obligations under the Contract.
- .10** Subject to and as limited by Section 9.3.3 of the *AIA Document A201™-2017*, costs and expenses arising from Construction Manager's indemnity obligations, including without limitation, Construction Manager's costs and expenses in removing or defending against a mechanic's lien or surety bond claim asserted against the Owner and/or its property or the Construction Manager.
- .11** Costs incurred in the submission process relating to the Request for Proposals issued by the Owner.
- .12** Rental costs or lease payments for vehicles used solely for commuting, together with any and all automobile liability premiums.

Add the following sentence to the end of Section 7.11:

“The Owner shall have a continued right to audit such records for the entire retention period.”

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

Delete the text of Section 11.1.3 in its entirety and substitute the following:

§ 11.1.3 The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within Thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025.

Insert the following words “, less any unused contingencies,” in the second sentence after “Guaranteed Maximum price.”

§ 11.1.7.1 *Shall be amended as follows:*

Insert the following in subsection .1 after “Work” at the end of the subsection:

“as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values”

Inserting the following in subsection .3 after “justified” at the end of the subsection:

“to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201™–2017, General Conditions of the Contract for Construction.”

§ 11.1.7.2. shall be amended by inserting the following after “AIA Document A201-2017” at the end of the subsection:

“or amounts certified by the Architect and disputed by the Owner”.

§ 11.1.8.1. shall be amended by:

Replacing the word “may” in the first sentence after “Owner” with the word “shall”, and inserting the following at the end of the existing Section:

“ _____Percent (___%) [If the retainage is over 5%, then the retainage shall be deposited in an interest-bearing account and the interest earned on the retainage shall be paid to the Contractor upon completion of the Project, pursuant to Texas Government Code Section 2252.032]”

§ 11.1.9 Shall be deleted in it’s entirety.

Insert the following Sections:

§ 11.1.13 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.”

§ 11.1.14 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

§ 11.2.1 shall be amended by:

Inserting in the first sentence “minus disputed sums, authorized deductions and liquidated damages,” after the phrase “Contract Sum,”; replacing “when” with the word “after” at the end of the first sentence;

Inserting the word “nonconforming” in subsection .1 before the word “Work”

Deleting the word “and” at the end of the subsection .2

Deleting the punctuation “.” and adding a “;” at the end of subsection .3

Adding a new subsection .4: “The Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017; and”

§ 11.2.3 shall be amended by inserting “of undisputed sums” after “final payment”

§ 11.3 shall be amended by deleting all of the language following the words “bear interest” and replacing it with: “pursuant to Texas Government Code Section 2251.025.”.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1.1 and 12.1.2 shall be deleted in its entirety and be replaced with the following sentence under subsection 12.1:

“All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended.”

§ 12.2 shall be deleted in its entirety.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 TERMINATION PRIOR TO ESTABLISHMENT OF THE GUARANTEED MAXIMUM PRICE

Delete the last sentence of Section 13.1.3 in its entirety. In the event of termination for convenience prior to establishment of the Guaranteed Maximum Price, the Construction Manager shall only be entitled to payment for pre-construction services, not to exceed the amount set forth in Section 5.1.2.

§ 13.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE

Delete the text of Section 13.2.2 in its entirety and substitute the following:

§ 13.2.2 If the Construction Manager terminates the Contract after execution of the Guaranteed Maximum Price Amendment, the amount payable to the Construction Manager under Section 14.1.3 of AIA Document A201™-2017 shall not exceed the amount the Construction Manager would otherwise have received under Section 10.1.2 and 10.1.3 above. The Construction Manager shall not be entitled to any Fee, profit, overhead or other compensation for work not yet performed.

§ 13.2.3 shall be deleted in its entirety.

ARTICLE 14 MISCELLANEOUS PROVISIONS

Add the following to the end of Article 14.3.1:

“The Construction Manager shall deliver the required bonds to the Owner not later than the 10th day after executing the GMP Amendment.”

“§ 14.5 Add the following subsections:

§ 14.5.1 shall be added as follows:

“§ 14.5.1 The Agreement shall be governed by the laws of the State of Texas, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in _____ County, Texas, or, if no county is specified, then in the county in which the Owner’s main administrative office is located.”

§ 14.5.2 shall be added as follows:

“§ 14.5.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.”

§ 14.5.3 shall be added as follows:

“§ 14.5.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.”

§ 14.5.4 shall be added as follows:

“§ 14.5.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor’s use of the Construction Documents.”

§ 14.5.5 shall be added as follows:

“§ 14.5.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner’s alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor’s employees, subcontractors, and all other persons carrying out the Contract.”

§ 14.5.6 shall be added as follows:

“§ 14.5.6 Contractor shall require all construction workers, whether Contractor’s own forces or the forces of Contractor’s subcontractors, to wear identification tags on the front of their persons during all times that they are on Owner’s property. Such identification tags shall contain a current photograph and the worker’s full name in a typeface large enough to be seen from a reasonable distance.”

§ 14.5.7 shall be added as follows:

“§ 14.5.7 Contractor shall require all construction workers, whether Contractor’s own forces or the forces of Contractor’s subcontractors, to park their personal motor vehicles on Owner’s property only in the parking places designated by the Owner’s campus principal. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner’s sole expense.”

§ 14.5.8 shall be added as follows:

“§ 14.5.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality’s tree ordinance, Contractor shall barricade and protect all trees on the Project.”

§ 14.5.9 shall be added as follows:

“§ 14.5.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor’s and Contractor’s subcontractor’s forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor’s forces or Contractor’s subcontractor’s forces’ actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.”

§ 14.5.10 shall be added as follows:

“§ 14.5.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.”

§ 14.5.11 shall be added as follows:

“§ 14.5.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.”

§ 14.5.12 shall be added as follows:

“§ 14.5.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.”

§ 14.5.13 shall be added as follows:

“§ 14.5.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.”

§ 14.5.14 shall be added as follows:

“§ 14.5.14 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.”

§ 14.5.15 shall be added as follows:

“§ 14.5.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.”

§ 14.5.16 shall be added as follows:

“§ 14.5.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;**
- .2 The special shoring requirements, if any, of the Owner; and**

- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.**
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum."**

§ 14.5.17 shall be added as follows:

"§ 14.5.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained."

§14.5.18 shall be added as follows:

"§14.5.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by law."

§ 14.5.19 shall be added as follows:

"§14.5.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2270, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

Note: On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. Texas Government Code, Chapter 2270 has been amended since the date of the injunction and the requirement of the statute is included above in its amended form. As the statute may not cure the entire breadth of issues addressed by injunction, the Owner does not intend to seek enforcement of this this statute until further order of this or higher court having jurisdiction over the issue."

§ 14.5.20 shall be added as follows:

"§ 14.5.20 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract."

ARTICLE 15 SCOPE OF THE AGREEMENT

Add the following documents to Section 15.2.5:

Supplementary Conditions to AIA Document A133-2019 prepared by Owner; and
Supplementary Conditions to AIA Document A201-2017 prepared by Owner.

Insert the following in the existing Section 15.7:

“RFQ/CONTRACTOR’S PROPOSAL”

These Supplementary Conditions are entered into as of the date indicated on the AIA/AGC Standard Form of Agreement.

OWNER:

CONSTRUCTION MANAGER:

By: _____

By: _____

(Printed Name and Title)

(Printed Name and Title)

END OF SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY INSTRUCTIONS TO PROPOSERS

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

TIME OF COMPLETION

The Contractor's proposal shall make allowance for working days that construction may be unable to take place due to inclement weather and muddy ground. Extensions to the overall Completion Date shall be granted only if, in the opinion of the Architect, climatological conditions that impede the progress of construction exceed the number of days each month as listed below:

Month	Number of Days
January	6
February	6
March	6
April	6
May	2
June	6
July	4
August	4
September	8
October	8
November	6
December	6

Liquidated damages shall be assessed to the Contractor at the following rate:

\$500 per day for each day that actual substantial completion exceeds the contract completion date, with consideration given to any milestone dates set forth by Owner (in Summary of Work)

SUBMISSION OF PROPOSALS

All Proposers shall submit with their Proposal the attached forms, "Proposal Evaluation Waiver," "Felony Conviction Notification," "Conflict of Interest Questionnaire," and "Certification of Criminal History Record Information." Failure to submit such forms may subject the proposal to be rejected as non-conforming. The Proposal shall be manually signed by a person with legal authority to bind the firm to the Contract.

MODIFICATION OR WITHDRAWAL OF BID

If written confirmation of the modified or withdrawn proposal is not received within two days from the closing time, no consideration shall be given to the modification or withdrawal.

END OF SUPPLEMENTARY INSTRUCTIONS TO PROPOSERS

ALDINE ISD
Prevailing Wage Rates
(no fringes)

MINIMUM PREVAILING HOURLY WAGE RATES
SCHOOL CONSTRUCTION TRADES

ALDINE INDEPENDENT SCHOOL DISTRICT
Effective Date: January 3, 2022

The following are minimum prevailing hourly wage rates that have been established in strict accordance with The Texas Government Code Chapter 2258. No laborer or workman employed at this jobsite shall be paid less than the minimum wage rate. The hourly wage rates listed here are basic hourly rates, exclusive of benefits and burden.

List of Classifications	Hourly Rate
1. Bricklayer/Stone Mason	\$18.87
2. Carpenter	
a. Worker	\$12.77
b. Rough/Trim and Finish	\$23.05
3. Carpet Layer, Flooring Installer	\$20.00
4. Concrete Finisher/Cement Mason	\$13.93
5. Data Communication, Telecom (Low Voltage)	\$18.00
6. Fire Alarm Installer	\$17.97
7. Drywall Installer/Ceiling Installer	\$17.44
8. Electrical (Electrician)	\$32.55
9. Equipment Operator	
a. Light Equipment	\$16.63
b. Heavy Equipment	\$20.00
c. Crane	\$34.85
10. Glazier	\$23.27
11. HVAC Installer/Mechanic	\$20.05
12. Insulator	
a. Batt	\$14.87
b. Mechanical Piping	\$20.05
13. Ironwork	
a. Rebar	\$14.87
b. Structural	\$25.26
14. Laborer	
a. Unskilled (Common or General)	\$11.76
b. Skilled	\$17.38
15. Lather	\$23.00
16. Painter/Wall covering installer	\$17.24
17. Pipefitter	\$33.30
18. Plasterer	\$23.00
19. Plumber	\$36.15
20. Roofer	\$15.40
21. Sheet Metal Worker	\$29.70
22. HVAC Ductwork Installation Only	\$29.70
23. Sprinkler Fitter (Fire Sprinkler)	\$30.64
22. Tile	
a. Tile Setter	\$16.17
b. Tile Finisher	\$12.00
c. Terrazzo Finisher	\$22.00
23. Truck Driver	\$14.18
24. Waterproofing/Caulker	\$14.39

END OF PREVAILING WAGE RATES

PROPOSAL EVALUATION WAIVER

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.”

Firm’s Name _____ Address: _____

Proposer’s
Name _____ Position/Title _____

Proposer’s
Signature _____ Date _____

Subscribed and sworn to me on this _____ day of _____, _____.

Notary Public

My Commission expires _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH QUALIFICATIONS.

END OF FORM

FELONY CONVICTION NOTIFICATION

Note: The Statement of Affirmation Must Be Notarized

STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge.”

Firm’s Name: _____ Address: _____

- “a. ___ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.”
- “b. ___ My firm is not owned nor operated by anyone who has been convicted of a felony.”
- “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) _____

PLEASE CHECK a, b, or c ABOVE AND SIGN BELOW

Offeror’s Name _____ Position/Title _____

Offeror’s Signature _____ Date _____

Subscribed and sworn to me on this _____ day of _____, _____.

Notary Public

My Commission expires _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH QUALIFICATIONS

END OF FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH QUALIFICATIONS

the contracting firm, individual subcontractors, or employees or independent contractors of existing subcontractors of the contracting firm, who meet the requirements of (i) and (ii) herein and/or identified on Schedule B, have been convicted of any offense identified in Section 22.085 of the Texas Education Code.

(3) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future individual subcontractor, and no present or future employee or independent contractor of a 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 individual subcontractor's, employee's or independent contractor's national criminal history record information has been reviewed and cleared as required herein, and an updated Certification has submitted by the contracting firm to the District with an updated Schedule A and/or Schedule B identifying such individual subcontractors, employees (whether of the contracting firm or of any subcontractor of the contracting firm) or independent contractors of subcontractors. 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 representative.

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

(5) Furthermore, if requested by the District, the name, driver's license number, and any other information required by the DPS or the FBI will be submitted to the District for any person on either Schedule A or Schedule B.

_____, 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 _____, _____.

Notary Public _____ State of _____

My Commission expires _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH QUALIFICATIONS