**REQUEST FOR PROPOSALS**

**FOR**

**CONSTRUCTION MANAGER-AT-RISK**

*Houston Classical Public Charter School*

Project: \_HCCS Campus Renovation\_

Issue Date: \_\_1/3/2023\_\_

Proposal Due Date: \_\_1/20/2023\_\_\_

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## **REQUEST FOR PROPOSALS (RFP) FOR CONSTRUCTION MANAGER-AT-RISK (CMAR) OFFERORS**

Houston Classical Charter School

HCCS Campus Renovation

Project Address:

Houston Classical Charter School

6403 Addicks Clodine Rd

Houston, TX 77083

Owner’s Address:

Houston Classical Charter School

6403 Addicks Clodine Rd

Houston, TX 77083

**SUBJECT: HCCS Campus Renovation**

Proposals from Construction Manager-At-Risk offerors will be received until 4:00pm, (CST) on 1/20/23, at 6403 Addicks Clodine Rd, Houston, TX 77083. All proposals will be opened and the Owner’s representative will read aloud from each timely received offer, only the names of the offeror, their pre-construction phase services fee, General Conditions prices, and construction phase services fee percentage, at this time.

INTERPRETATIONS: Questions about the Project and Construction Manager-At-Risk Request for Proposals should be submitted in writing *via* email to Deyvis Salazar, dsalazar@houstonclassical.org and Rob Tate, rob@levelfieldpartners.com.Please provide your email address to Deyvis Salazar and Rob Tate. Questions or requests for interpretation must be received no later than seven (7) calendar days prior to the proposal due date of 1/20/23. The Proposal documents and general information concerning the property, including the Proposal Form, Selection Criteria, Statement of Qualification Form, and Scope of Work may be obtained by contacting Rob Tate, rob@levelfieldpartners.com (202)480-7792 beginning on 1/3/23.

Clarification(s) for questions received will be issued no later than 4:00pm on 1/18/23. Answers will be issued in writing *via* email to all proposers who provide an email address for this purpose. Oral or other non-written interpretations or clarifications will be without legal effect.

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

Houston Classical will select the CM-AT-RISK through a **ONE-STEP PROCESS**.

The Owner reserves the right to accept or reject any or all Proposals, to waive all informalities and irregularities, to be the sole judge of quality and suitability and to award the Proposal in the best interest of Owner.

EQUAL EMPLOYMENT OPPORTUNITY: All proposers shall be in compliance with Executive Order 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and as supplemented in the Department of Labor Regulations (41CFR Part 60). No individual shall be excluded from participating in, denied the benefit of, subjected to discrimination under, or denied employment in the administration of, or in connection with, any such program because of race, color, religion, sex, national origin, age, handicap, or political application or belief.

INSURANCE: The successful applicant will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Houston Classical requires that contractor’s insurance be placed only with companies that have achieved at least an “A” rating with A.M. Best. The Owner reserves the right to require higher limits of coverage depending on the size, scope and nature of the project. Houston Classical must be named as an additional insured.

Required Coverage and Limits of Liability:

1. Workers Compensation: Statutory
2. Employer’s Liability: $500,000 per accident, $500,000 disease policy limit, $500,000 disease each employee
3. Commercial General Liability: $5,000,000 combined single limit, policy aggregate $500,000 combined single limit each occurrence.
4. Property damage deductible not to exceed $500 per occurrence.

CONFIDENTIAL OR PROPRIETARY DATA: Any documentation submitted that is to be considered confidential or proprietary by applicant must be clearly marked as such by applicant, but applicant acknowledges that such documents submitted to Owner will be subject to the Texas Public Information Act.

EVALUATION CRITERIA: Consistent with the Texas Education Code Section 44.031(b) and Texas Government Code Section 2269, each proposal will be evaluated based upon the following criteria, and the total possible points that may be awarded for each criteria is in parenthesis after each criteria:

1. The proposed fees and prices. (30 points)
2. The reputation and references of the Proposer and of the Proposer’s goods or services. (20 points)
3. The quality of the Proposer’s goods or services. (20 points)
4. Extent to which the Proposer’s goods and/or services meet Houston Classical’s needs. (20 points)
5. Proposed personnel and methodology. (15 points)
6. The Proposer’s past relationship with Houston Classical or other charter schools. (15 points)
7. The total long terms cost to Houston Classical to acquire the Proposer’s goods and/or services. (5 points)

Total possible score 125 points.

Each offeror must submit the information requested in the “Information for Offerors” in order to be evaluated against each of the criteria.

Project Manuals may be obtained by contacting Houston Classical Administration at (281)879-4151 or Rob Tate via e-mail at rob@levelfieldpartners.com beginning on 1/3/23.

The Project Architect is Element Architects.

### INFORMATION FOR OFFERORS

Houston Classical proposes the renovation of a 11,500 sq. ft. building, located at 6403 Addicks Clodine Rd, Houston, TX 77083, to be used for classroom space. The project consists of renovation of the existing space and meeting any and all codes required.

Houston Classical (“Owner”) proposes utilizing the one step Construction Manager-At-Risk procurement process set forth in Section 2269.251-258 of the Texas Government Code. The scope of the work is described in the attached documents. The estimated budget for construction, which includes all CM AT Risk contractor fees and construction contingencies, is approximately $**500,000**. Project Manuals include selection criteria and detailed information regarding the project scope and what offerors are required to respond to when submitting their RFCSP responses. Construction is scheduled to be performed beginning in June 2023. All construction must be completed by 8/15/23.

Due to receipt of federal funding for This project, Proposer agrees and acknowledges that pursuant to Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, and Article 29, Section 5.5 of the Code of Federal Regulations (The Davis-Bacon Act and related provisions), no employee used in this construction may be paid less than the minimum prevailing wage rates for each published by the United States Department of Labor Wage and Hour Division for each classification of work. Federal Davis-Bacon requirements for this project are set forth in the Owner’s Supplementary Conditions to the AIA Document A201-2017.

1. RECEIPT OF PROPOSALS:

Proposals from Construction Manager-At-Risk offerors will be received until 4:00pm, (CST) ON 1/20/23, at Houston Classical, 6403 Addicks Clodine Rd, Houston, TX 77083 and via email Deyvis Salazar, dsalazar@houstonclassical.org and Rob Tate, rob@levelfieldpartners.com. All proposals will be opened and the Owner’s representative will read aloud from each timely-received offer, only the names of the offeror, their pre-construction phase services fee, General Conditions prices, and construction phase services fee percentage, at this time.

2. ACCURACY OF PROPOSALS

It is specifically required that each offeror warrants that his/her proposal contains true, correct and complete information, and that the offeror will make no claim for omission or error.

3. VISIT TO SITES

Each offeror, before submitting a proposal for this work, shall visit the sites to inspect and satisfy himself with the existing conditions and requirements of the site under which s/he will be obligated to perform his/her work or that will in any manner affect the work. There will be no change order allowed for increased costs associated with conditions which could have been determined by examining the site and project documents before submission of proposals and/or before a contract is awarded to the successful offeror.

4. INTERPRETATIONS AND CLARIFICATIONS

No Pre-Proposal Conference will be held. Offerors are strongly encouraged to discuss the Project and seek interpretation or clarification if necessary. Questions about the Project and Construction Manager-At-Risk Request for Proposals should be submitted in writing *via* email to Rob Tate, rob@levelfieldpartners.com. Please provide your email address to Rob Tate, or to the Project Architect, Michael Graham, graham@elementarchitects.com. Questions or requests for interpretation must be received no later than seven (7) calendar days prior to the proposal due date of 1/20/23. Please allow a minimum of five (5) days for a response. Clarification(s) for questions received will be issued no later than 4:00pm on 1/18/23. Answers will be issued in writing *via* email to all proposers who provide an email address for this purpose. Oral or other non-written interpretations or clarifications will be without legal effect.

5. REQUIREMENTS OF PROPOSALS

In order for your proposal to be evaluated it must contain the following completed information. Each offeror must provide three (3) separate copies of all of the requested information. Place all information in a tabbed three-ring binder and organize the submittal materials as follows:

Tab A. Proposal Form

Tab B. Contractor’s Qualification Statement (AIA Document A305)

Tab C. Construction Manager-At-Risk Questionnaire

Tab D. Required Certification Forms

6. OFFEROR’S REPRESENTATIONS: By submitting his/her proposal, the offeror represents s/he:

A. understands and has carefully read all information contained in the Project Manual;

B. has examined the project site(s), and is familiar with the conditions under which the work will be performed; and

C. will comply with the requirements of the project manual.

7. PROPOSALS

1. Complete the required submittal information, to be sealed, and marked as follows:

 Houston Classical

“Construction Manager-At-Risk”

6403 Addicks Clodine Rd

Houston, TX 77083

B. Proposals will be received until 4:00pm, (CST) on 1/20/23. Proposals will be received at Houston Classical, 6403 Addicks Clodine Rd, Houston, TX 77083.

C. In the event the proposal is mailed, it is the responsibility of the offeror to allow enough time in transit for proposal to be received by Owner prior to date and hour of proposal opening. Proposal may be delivered by hand to the office prior to opening. Telephone, telegraphic, emailed, or faxed proposals or proposal modifications will not be accepted.

D. Proposals received prior to the advertised hour of opening will be kept securely sealed. The Owner’s representative whose duty it is to open them will decide when the specified time has arrived, and no proposal received thereafter will be considered. The Owner or its representatives will not be responsible for the premature opening of, or the failure to open, a proposal not properly addressed or identified.

E. Any proposal which is not based upon the project manual, or which contains any qualification of same, or which is not properly completed and signed by the offeror, may be rejected by Houston Classical, the Owner. All information must be provided specifically as outlined in paragraph 8 below or the proposal will not be evaluated.

8. EVALUATION OF PROPOSALS

Within forty-five (45) days after the opening of the proposals, Houston Classical and the Architects shall review all proposals and first see if they contain the information required in Paragraph 5, “Requirements of Proposals.” If the proposal does, then Houston Classical and the Architects shall evaluate the proposals in accordance with the advertised selection criteria and offerors submission of the following information related to each criterion.

1. The proposed fees and prices. (30 points)
2. The reputation and references of the Proposer and of the Proposer’s goods or services. (20 points)
3. The quality of the Proposer’s goods or services. (20 points)
4. Extent to which the Proposer’s goods and/or services meet Houston Classical’s needs. (20 points)
5. Proposed personnel and methodology. (15 points)
6. The Proposer’s past relationship with Houston Classical or other charter schools. (15 points)
7. The total long terms cost to Houston Classical to acquire the Proposer’s goods and/or services. (5 points)

 **Total potential score will be 125 points.**

9. SPECIFIC PROPOSAL REQUIREMENTS

A. Based on the qualifications information provided, once the CM-At-Risk is selected, the CM-At-Risk cannot reassign the project’s designated project managers or superintendents to other projects without Owner’s written consent of the proposed personnel change and without thirty (30) days’ written notice to the Owner, if such is possible.

B. Construction Service Fees

The below listed items must be included in the construction phase service fees listed on the cost proposal form under overhead and profit.

Overhead and Profit – percentage based on the Cost of the Work

1. Profit on Project(s) – Construction Manager’s Profit
2. General Home Office Overhead
3. Association Dues
4. All Employee Benefits
5. All other costs assigned to the project
6. Home office personnel assigned to the project
7. All accounting and audit fees
8. Project Specific Overhead
9. Labor

Payroll Burden (including but not limited to Project Manager, Project Engineer, Project Superintendent, Assistant Superintendent, secretary, etc. whomever will be employed to support these projects including all costs related to company vehicles).

1. General Conditions (including but not limited to the following)
2. Project Executive (Half Time)
3. Project Manager on site (Full Time)
4. Superintendent(s) on site (Full Time)
5. Assistant Superintendent(s) (Full Time)
6. MEP Coordinator on site (Full Time)
7. Project Engineer
8. Safety officer
9. Support Staff
10. Senate Bill 9 requirements (80th Leg. R.S. (2007))
11. Safety Training and Programs
12. Clean-up (General, including but not limited to site cleanup)
13. Clean-up (Substantial and Final)
14. Landscape Restoration
15. Job Sign(s), one per campus
16. Cups, Water, Coffee, Hardhats and all other miscellaneous project office supplies costs
17. Office equipment including copiers, copier maintenance, faxes, staplers, etc.
18. Jobsite/field water and ice
19. Material Handling & Forklift
20. Building Startup Power
21. Drug Screening Costs
22. Aerial photos (monthly)
23. Engineering (survey & layout)
24. Erosion Control
25. Fax, email and phone service costs
26. Fencing
27. Field Office – temporary facilities rental (including all services for Contractor and On Site Representative of Architects’ office)
28. First Aid Supplies and Training Costs
29. Insurance (all insurance associated with the project)
30. Jobsite Signage
31. Mobilization/Demobilization Costs
32. Payment Bonds
33. Personnel Relocation
34. Postage and Shipping Costs
35. Project Controls Systems
36. Project Closeout
37. Project Office Equipment (copier, fax and furnishings)
38. Record Drawings production and printing
39. Rubbish Clean-up
40. Payroll/Taxes/Insurance
41. Shop Drawings / Blue Printing / Printing / Copying with all shipping and handling costs for submittals from General Contractor to Subs and Architect/Engineers Offices
42. Site Photography and Videotaping
43. Small Tools and communication devices
44. Storage Trailers Rental
45. Applicable Taxes and Required Permits, other than Building
46. Temporary Electric/Water/Sewer (connections & service)
47. Temporary Fire Protection Devices
48. Toilets (temporary)
49. Covered walkways, temp sidewalks and other sidewalk and construction area protection
50. Travel & Lodging
51. Vehicles/Fuel
52. Warranties/Warranty Inspection
53. Waste Disposal and Dumpsters
54. Watchman/Security

C. Obtaining bids from sub-contractors and suppliers to arrive at a “Guaranteed Maximum Price” for the projects. The Construction Manager-At-Risk shall comply with all requirements and procedures set forth in Texas Government Code § 2269.

1) In order to receive profit on project work or materials, the CM-At-Risk must receive a minimum number of bids on the project work and materials from subcontractors and material suppliers (including GC bid if submitted). The minimum number of bids required is established as follows:

1. For work and/or material value of $0-50,000, the minimum number of bids that must be received is three (3);
2. For work and/or material value of $50,001 and above, the minimum number of bids that must be received is three (3);
3. For work and/or material value that the minimum number of bids is not received and the work is self performed the cost shall be incorporated into the GMP as an Allowance with a not to exceed price.
4. Upon receipt of all bids, the profit portion of the CM at Risk fee will be adjusted proportionally to reflect the percentage of bid value meeting the above criteria.
5. Should the minimum number of bids not be received for any portion of the work, the Owner has the right to reject all bids and request that the CM at Risk re-bid that portion of the work.

2) All CM-At-Risk sealed proposals must be received by the Owner at Houston Classical, 6403 Addicks Clodine Rd, Houston, TX 77083, twelve (12) hours in advance of the receipt of bids from subcontractors. No direct supervision and labor work can be associated with CM-At-Risk proposal items by field personnel already assigned to the project.

3) The costs of all line items budgeted by the CM-At-Risk (that work where bids will not be received) will be regulated in the same manner as the contractor’s construction contingency. The contractor must provide the Owner complete accounting of all budgeted and contingency expenses. Savings in these categories will be returned to the Owner as indicated on the Cost Proposal form. Should the contractor’s expenses exceed the budgeted line items and the contractor’s construction contingency amounts, all additional project costs are the responsibility of the contractor.

5) It is anticipated that the guaranteed maximum price (GMP) for the project will be furnished within one (1) week after the receipt of material supplier and subcontractor bids.

6) After the GMP contract is signed all differences (credits and debits) from material suppliers and subcontractor bids will be added to or subtracted from the contractor’s construction contingency fund. Disbursement and/or the responsibility of providing additional funds to the construction contingency fund are defined in item 3 above.

7) The contractor is to provide the Owner an audited accounting of all project costs. Submit this summary of project costs with the contractor’s request for final payment.

8) Houston Classical and the offeror recognize that “time is of the essence” in the performance of this agreement. Houston Classical and the offeror agree that it would be impossible for Houston Classical to calculate the damages and losses it will incur if the substantial completion date for each separate work phased item is not met. Owner and offeror agree that Houston Classical’s losses and/or damages include actual and consequential damages, as well as additional fees for architects, attorneys, engineers, and others who may be retained to resolve issues caused by the contractor’s failure to achieve substantial completion by the scheduled date. Accordingly, Owner and offeror agree that the contractor will pay $2,000.00 per day liquidated damages; not as a penalty, but for each day that substantial completion has not been achieved beyond the scheduled completion date. Regardless of unanticipated weather delays, the project must be completed when noted in the attached schedule, provided that the Notice to Proceed is issued when noted in the attached schedule. Contractor is to anticipate rain days and include in your overhead any required overtime to meet the project schedule, and be complete within the scheduled timeframe. Additionally, the contractor will pay $200.00 per day if final close-out is not achieved within 60 days of the scheduled Substantial Completion date.

10. PROPOSAL SURETY

Proposal surety is not required. Offeror must provide a Certified Statement of Surety that bonding requirements of the agreement can be met.

11. ACCEPTABLE SURETY

“Acceptable surety” is defined as an insurance company, duly authorized to do business in the State of Texas and license by the State of Texas to issue surety bonds, and having an acceptable record, in the opinion of Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner. Notwithstanding any other law to the contrary, the Owner may establish financial criteria for the surety companies that provide payment and performance bonds.

12. RESERVATION OF RIGHTS

Houston Classical, the Owner, reserves the right to reject any and all proposals, and to waive any informality or irregularity in the proposals, when such rejection or waiver is in the best interests of the Owner.

13. TERMINATION OF PROPOSAL

 No proposal shall be withdrawn or terminated for a period of sixty (60) days subsequent to the opening of proposals without consent of the Owner except that if a proposal is accepted and a contract executed or all proposals rejected.

14. FEES

A. Proposal prices may not be changed after opening of proposal has occurred.

B. Houston Classical and its Architects may discuss with the selected offeror, options for a scope or time modification and any price change associated with such modification.

C. Offerors’ prices are firm for ninety (90) days after timely receipt of the proposals.

15. OFFERORS’ QUESTIONS ABOUT PROJECT DOCUMENTS

 Offerors shall submit any questions regarding the projects including, but not limited to, the information contained in the project manual, in writing, to Houston Classical or the project architect for clarification. Offerors should allow a minimum of five (5) days for a reply.

 All changes and/or additions to the project documents shall be done by a written addendum published by the architect to all offerors, and such addendum(s) shall become a part of the offerors’ proposals.

 All other oral or written interpretations, or explanations, corrections and/or approvals, do not constitute a change to the project manual, and therefore, should not be relied upon as such.

16. SALES TAX

 Under Ruling No. 9, Repairment and Contractor (amended April 3, 1962) Limited Sales, Excise and Use Tax Rules and Regulations, Comptroller of Public Accounts, State of Texas, tangible personal property (materials) becoming a part of improvements and structures and incorporated in such, under lump sum contracts, are not subject to sales tax when the cost of such materials is segregated from the cost of skill, labor, and all other materials not becoming a part of the improvement of structure. Under the interpretation of this ruling, contract will state not only the lump sum but also the value of materials and value of skill, labor, etc. Proposals are to be tendered in lump sum only.

17. CONTRACT SECURITY

 Performance and Payments Bonds, in conformance with Texas Government Code Chapter 2253, and Texas Government Code § 53.201-.211 will be required on this project. The successful offeror must deliver to the Owner, not later than the tenth (10th) day after the date the parties execute the contract, fully executed Performance and Payment Bonds in an amount of one hundred percent (100%) of the construction budget as security for the faithful performance of contract obligations and payment of all persons performing labor and furnishing materials in connection with this contract. All bonds shall be issued on AIA Document A-312 by a surety company licensed, listed, and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company shall also provide such other information as may be necessary to document net worth, stability, total bonding capacity, other projects under coverage and to establish adequate financial capacity for this project. Should the bond amount be in excess of ten percent (10%) of the surety company’s capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company’s capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by any reinsurer does not exceed ten percent (10%) of the reinsurer’s capital and surplus.

 The offeror shall require any attorney-in-fact who executed the required bond on behalf of the surety to affix thereto an original certified and current copy of a Power of Attorney evidencing the authority of such attorney-in-fact to so execute such bond within the State of Texas indicating the monetary limit of such power and authority.

 During the project, the Construction Manager shall purchase and maintain insurance as set forth in the Owner’s Supplementary Conditions.

Houston Classical requires that Construction Manager’s insurance be placed only with companies that have achieved at least an “A” rating with A.M. Best. The Owner reserves the right to require higher limits of coverage depending on the size, scope and nature of the project. Houston Classical must be named as an additional insured.

18. CONTRACT FORMS

 The latest edition of the following AIA Documents, appropriately completed along with the Supplementary Conditions of the Owner for each (attached hereto and incorporated), will be used to execute the contract between the Owner and contractor:

AIA Document A201-2017: General Conditions of the Contract for Construction

AIA Document A133-2019 Standard Form of Agreement Between Owner and

Construction Manager as Constructor

19. RETAINAGE

 Retainage will be five percent (5%) of the cost of the work. Retainage may be reduced for phases of the project that are substantially completed at the Owner’s discretion.

20. OWNER

 Whenever the term “Owner” is used in this specification, it shall refer to Houston Classical, 6403 Addicks Clodine Rd, Houston, TX 77083. All papers required to be delivered to the Owner, unless otherwise specified, shall be delivered to Attention: Deyvis Salazar, Houston Classical, 6403 Addicks Clodine Rd, Houston, TX 77083.

21. ARCHITECT

 Whenever the term “Architects” is used in this specification, it shall refer to Element Architects, 1250 Wood Park Branch Drive, Houston, TX 77079, (713)874-0775, who by contract is authorized by the Owner to prepare all contract documents as well as administer the construction contract. Contact: Michael Graham, email: graham@elementarchitects.com.

22. APPLICABLE LAW

 This agreement shall be governed by Texas Law.

23. VENUE

 All parties agree that venue for any litigation arising from this contract/project shall lie in Harris County, Texas.

24. MINIMUM SCOPE OF WORK FOR CM AT RISK SERVICES

Houston Classical is seeking the services of a construction manager with the compatible experience, style and approach to provide planning, preconstruction and construction services for this project. Working collaboratively with Houston Classical and the entire project team, the program manager / construction manager will be required to provide the following services.

Note: Include in your pricing comprehensive notes for each meeting attended as well as final reports to the Owner at the end of each phase that deals with construction schedules, project costs, constructability, all items described in section 9(b) “Construction Service Fees,” supra, as well as all items listed below.

**A. Preconstruction Services**

*Design Coordination:*

Work in coordination with architects, engineers, surveyors and other design consultants with an eye toward maximizing value and functionality, but minimizing costs. Develop a prototype layout and systems design to be used with the school in partnership with the design team.

*Construction Strategy:*

Advise the project team on construction strategies including, but not limited to, construction management, construction methods, phasing and sequencing, permitting, materials procurement, bidding and subcontracting, staging, and commissioning throughout the project.

*Constructability Analysis:*

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

*Construction Cost Estimating & Control:*

Prepare and update both project and construction budgets and estimates. Provide construction cost estimating of design components and system alternatives (including MEP systems). Provide value analysis on a continuous basis. Produce a construction cost estimate for presentation to the Owner and architect).

*Construction Duration Estimating:*

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

*Construction Procurement:*

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

**B. Construction Services**

*Construction:*

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

**C. Additional Owner Expectations**

During the phases outlined herein, Houston Classical will have the following expectations of the CM-At-Risk:

The Performance and Payment Bonds described in section 17, supra, will be required within ten days of execution of the contract.

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

The CM-At-Risk will be accountable for the construction budget the completion of the project.

The CM-At-Risk will prepare, and periodically update, a Project Schedule for the Architect’s and the Owner’s review.

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

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

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

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

Prior to commencing any work on this Project, Proposer will must coordinate and cooperate with the Owner to ensure that an appropriate criminal history record information review as required by Texas Education Code § 22.08341 is conducted for Proposer and any of Proposer’s personnel, including personnel of any subcontracting entity, who will have continuing duties related to this Project and will have direct contact with students (i.e., substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional employee of the Owner. Proposer agrees to reimburse Owner for any of its direct costs associated with conducting the appropriate criminal history background check for Proposer and Proposer’s personnel.

Any employee or independent contractor of Proposer, or any of its subcontractors, who will have direct contact with students must not have been convicted of any disqualifying offense identified in Chapter 22 of the Texas Education Code.

## PROPOSAL FORM

In submitting its Proposal, the undersigned agrees to the following:

1. Accept right of Owner to reject any or all Proposals, or to waive formalities and to accept the Proposal that the Owner considers will provide the best value for Houston Classical.
2. By signing this Proposal Form, the Offeror affirms that, to the best of their knowledge, the information concerning this Proposal has been arrived at independently and is being 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 other respondents in the award of this Proposal.

FIRM INFORMATION:

 Name of firm: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address of principal office: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fax: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Primary individual to contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### FEE PROPOSAL:

It is anticipated that Houston Classical will enter into a contract with the construction manager at risk based on the Cost of the Work plus a fee with a Guaranteed Maximum Price in the total amount of approximately $\_\_\_\_\_\_\_\_\_\_. **The GMP shall include the cost of all subcontractors, suppliers, CMAR labor, and CMAR Fees with all profit, project specific overhead, home office overhead and all related and approved general conditions costs, as outlined below.**

A. Pre-Construction Phase Services Fee:

For all pre-construction phase services as described in the Construction Manager-At-Risk Selection Package including cost estimating, scheduling, building systems and material cost analysis, the total cost for these services shall be a lump sum amount as follows:

 $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

B. Construction Phase Services Fee:

For overhead and profit, list your proposed fee as a percentage of the Cost of the Work:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_%

C. General Conditions: Provide a line item detail of monthly unit costs proposed for General Conditions costs, or alternatively, a percentage multiplier of the Cost of the Work for General Conditions costs.

### ADDENDA:

The undersigned acknowledges receipt of Addenda and Required Certifications attached.

Dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_. Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name, Title

**CONTRACTOR’S QUALIFICATIONS STATEMENT**

**This statement, fully executed, must accompany any proposal submitted to Owner for Owner to consider such proposal.**

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

 NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Corporation \_\_\_\_\_\_\_\_\_\_

 ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Partnership \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Individual \_\_\_\_\_\_\_\_\_\_

 PRINCIPAL Joint Venture \_\_\_\_\_\_\_\_\_\_

 OFFICE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Other \_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 PHONE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 FAX: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME OF PROJECT (IF APPLICABLE:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TYPE OF WORK:

 General Construction \_\_\_\_\_\_\_\_\_\_ HVAC \_\_\_\_\_\_\_\_\_\_

 Plumbing \_\_\_\_\_\_\_\_\_\_ Electrical \_\_\_\_\_\_\_\_\_\_

 Other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please specify)

1. **Organization**

1.1 How many years has your organization been in business as a Contractor?

 years.

1.2 How many years has your organization been in business under its present business name?

 years.

1.2.1 Under what other or former names has your organization operated?

1.3 If your organization is a corporation, answer the following:

1.3.1 Date of incorporation:

1.3.2 State of incorporation:

1.3.3 President’s name:

1.3.4 Vice-President’s name:

1.3.5 Secretary’s name:

1.3.6 Treasurer’s name:

1.4 If your organization is a partnership, answer the following:

1.4.1 Date of organization:

1.4.2 Type of Partnership (if applicable)

1.4.3 Name(s) of general partner(s)

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

1.5.1 Date of organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.5.2 Name of Owner:

1.6 Identify any subcontractors in which your organization has any ownership. List the categories of work those subcontractors normally perform: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1.7 If the form of your organization is other than those listed above, describe it and name the principals:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2. **Licensing**

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

2.2 List jurisdictions in which your organization’s partnership or trade name is filed.

3. **Experience**

3.1 List the categories of work that your organization normally performs with its own forces and describe any work that you propose performing with your own forces on this project.

3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details).

3.2.1 Has your organization ever failed to complete any work awarded to it? If yes, provide details.

 Yes No

3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? If yes, provide details.

 Yes No

3.2.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, provide details.

 Yes No

3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details).

 Yes No

3.4 On a separate sheet, list major projects your organization has in progress, giving the name of project, Owner’s contact person and phone number, architect, architect’s contact person and phone number, contract amount, percent complete, and scheduled completion date.

3.4.1 State total worth of work in progress and under contract: $

3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, Owner, Owner contact person and phone number, architect, architect’s contact person and phone number, contract amount, dates of start and completion, method of project delivery, brief description of scope of work, status of occupancy of the facility during construction, and percentage of the cost of the work performed with your own forces.

3.5.1 State average annual dollar amount of construction work performed during the past five years: Dollars.

3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

3.7 List individuals and attach detailed resumes of the positions indicated below who will be assigned for the entire duration of the Project and may not be replaced except as allowed in the Contract Documents or approved in writing by Owner:

Project Manager(s):

Assistant Project Manager(s):

Project Superintendent(s):

Assistant Project Superintendent(s):

MEP Quality Control Specialist(s):

3.8 Provide evidence in an attachment of sufficient resources necessary to manage, staff and successfully perform the Work. Provide a profile in addition to the above information to assist the Owner in its evaluation. Include an organizational structure and indicate the number and qualifications of key personnel. Include a discussion of the methods, tools, or procedures used to schedule the Work and complete projects on time. Include evidence of ability to obtain bonding, insurance and the ability to cover operating costs.

3.9 Describe in an attachment the Contractor’s system for the selection, award and management of subcontractors and suppliers. Include methods to encourage subcontractors to accelerate their work schedule.

3.10 Identify the percentage of work devoted to school construction and specific work performed for other charter schools.

3.11 Describe your organization’s safety program and provide your workers’ compensation experience modification factor.

3.12 Elaborate on your staff’s ability to work with other team members in a collaborative environment. Provide a breakdown, by percent of total volume, of your annual revenues for the last three years, by project delivery method.

3.13 Describe your management tools and approach to create a team environment that encourages understanding of a commitment to The School’s’ goals. Describe your approach to ensuring effective communication among the various members of the project team to minimize misunderstandings and conflict. Describe your conflict resolution method.

3.14 Describe your company’s approach to management and coordination of design efforts and preconstruction services. Specifically address your company’s approach to estimating and scope management during preconstruction. Include an explanation of how contingency or other cost buffering mechanisms are developed, accounted for in the estimate documentation, and communicated to the Owner and project team. Describe how the contingency strategy impacts the Owner’s understanding of budget estimates.

4. **References**

4.1 Trade References:

Name Address Telephone

Name Address Telephone

Name Address Telephone

4.2 Bank References:

Name Address Telephone

Name Address Telephone

Name Address Telephone

4.3 Surety:

4.3.1 Name of bonding company:

4.3.2 Name, address, and phone number of agent:

Name Address Telephone

5. **Financing**

5.1 Financial Statement. The Offeror must submit a current report of his financial condition sworn to before a Notary Public.

 **For all business entities other than publicly held corporations, please provide the following:**

Attach a financial statement, preferably audited, including your organization’s latest balance and income statement showing current assets, net fixed assets, other assets, current liabilities and other liabilities. Clearly indicate name and address of firm preparing financial statement, and date thereof. If the financial statement is not for the identical organization named above, explain the relationship and financial responsibility of the organization whose financial statement is provided (parent, subsidiary, etc.)

5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

 Yes No

6. **Notification of Criminal History of Contractor**

Has any Owner or operator of the business ever been convicted of a felony?

 Yes No

If yes, please provide name, place, nature, and date of offense below:

Conviction of a felony by an Owner or Operator shall not automatically constitute disqualification of the Offeror. However, failure to provide advance notice of such conviction by the Offeror, or Offeror’s misrepresentation of the conduct which resulted in the conviction, may lead to termination of an awarded contract pursuant to Section 14.2 of the contract documents.

7. **Award to Nonresident Offerors**

Is your business organized under the law of the State of Texas?

 Yes No

If no, what is your principal place of business?

Proposals from nonresident contractors shall be evaluated according to Texas Government Code § 2252.002.

8. **Signature**

8.1 Dated at this day of , 20 .

Name of Organization

By:

Printed Name:

Title:

 , being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of , 20 .

 NOTARY PUBLIC, STATE OF TEXAS

My Commission Expires:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name of Notary

 **V. REPRESENTATIONS**

**By execution and submission of this Proposal, the Offeror hereby represents and warrants to Owner as follows:**

1. **The Offeror has prior experience on Construction Management at Risk projects of the same or similar scope, nature and class as the Work described.**
2. **The Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.**
3. **The Offeror has carefully inspected the Project site, and that from the Offeror’s own investigation, the Offeror has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offeror’s site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.**
4. **To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Architect, and their respective officers, shareholders, directors, trustees, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of the Contract.**
5. **The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code and Section 2269 of the Texas Government Code.**
6. **Represents that to the best of its knowledge it is not indebted to Houston Classical. Indebtedness to Houston Classical shall be basis for non-award and/or cancellation of any award.**
7. **Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract.**
8. **Section 44.034, of the Texas Education Code requires a person or business entity that enters into a contract with a school district or charter school must give advance notice to the district or school if the person and/or Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. Subsection (b), which also applies to charter schools, states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” THIS 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.**

**COMPANY NAME:**

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

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

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

**Name of Felon(s):**

**Felon(s):**

Details of Conviction(s):

*CHECK (√) 1, 2, OR 3 ABOVE AND SIGN BELOW*

d. “Non-Collusion Statement”: “The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership, etc., or individual has not prepared this proposal in collusion (*An agreement between two or more persons to deceive the school district or defraud the school district of its rights*) with any other bidder, school board member, or school employee, and that the contents of this proposal as to prices, quality of product, terms and/or conditions, etc., have not been communicated by the undersigned nor by any other employee, agent and/or representative of the company, corporation, firm, partnership, etc., or individual to any other person engaged in this type of business prior to the official opening of this proposal for the intent or purpose of collusion.”

 PLEASE PRINT OR TYPE

Bidder Name/Title: Bidder Signature:

 (*must be signed*)

Telephone No. Fax No. Address



****

|  |  |
| --- | --- |
|  | **NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT** |
|  | By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf. |
|  | * I certify that the above information is true and correct. **[ ]  YES**
 |

|  |  |
| --- | --- |
|  | **FELONY CONVICTION NOTIFICATION** |
|  | State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a), states: "a Person or business entity that enters into a contract with a school district must give advance notice to the district if the Person or an Owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The District must compensate the person or business entity for services performed before the termination of the contract.” This Notice Is Not Required of a Publicly Held Corporation. **Check the appropriate box and sign the form.** |
|  | [ ]  My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. |
|  | [ ]  My firm is not owned or operated by anyone who has been convicted of a felony. |
|  | [ ]  My firm is owned or operated by the following individual(s) who has/have been convicted of a felony: |
|  |  | Name of Felon: |  |
|  |  | Details of Conviction(s) |  |

|  |  |
| --- | --- |
|  | **CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS** |
|  |
| This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated*.* |
|  |
| 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
 |
|  |
| 1. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
 |
|  |
| PR/Award # or Project Name: |  |
| **Check applicable box** | 🗹 |
| * I (We) certify that our company has not been debarred and is not participating in lobbying activities.
 |  |
| * See attached explanation and complete disclosure forms.
 |  |

|  |  |
| --- | --- |
|  | **CLEAN AIR & WATER ACT CERTIFICATION** (This is a Federal requirement) |
|  | I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended ( 42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement. |

|  |  |
| --- | --- |
|  | **CERTIFICATION REGARDING LOBBYING** **for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds**. |
|  |
| Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.The undersigned certifies, to the best of his or her knowledge and belief, that:(1) No Federal appropriated funds have been paid or will be paid by or 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 StandardForm-LLL,**“Disclosure of Lobbying Activities” Form** in accordance with its instructions.(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.  |
| **Check applicable box** | 🗹 |
| * I (We) certify that our company has not been debarred and is not participating in lobbying activities.
 |  |
| * See attached explanation and complete disclosure forms.
 |  |

**Certification of Criminal History Review of Employees**

**of Public Works Contractors and Subcontractors**

I, the undersigned agent for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), agree to coordinate and cooperate with the Owner to ensure that Owner may receive all criminal history record information relating to any person to whom Section 22.08341(b) of the Texas Education Code applies, and that each of Contractor’s subcontractors on the Project will similarly cooperate and comply with Section 22.08341(e), as it relates to such subcontractor’s employees.

I further certify that Contractor, and each of its subcontractors, does not and will not employ any person on the Project to whom Section 22.08341(b) applies that has, during the preceding 30 years, been convicted of any of the following offenses, where the victim was under 18 years of age or was enrolled in a public school:

* + A felony offense under Title 5, Penal Code;
	+ An offense on conviction of which a defendant is required to register as a sex offender under Chapter 62, Code of Criminal Procedure; or
	+ An offense under the laws of another state or federal law that is equivalent to an offense under Subdivision (1) or (2).

I further certify that Contractor, and each of its subcontractors, shall comply with Section 22.08341 of the Texas Education Code in all other respects for the duration of the Project, and that:

1. Upon receipt of information that any employee of Contractor, or any of its subcontractors, on the Project has a reported criminal history including any of the above offenses, such employee shall be immediately removed from the Project and notice provided to the School in writing within three business days.
2. Upon request, Contractor will provide the School with the name and any other requested information regarding any employee of Contractor, or any of its subcontractors, so that the School may obtain criminal history record information on such person.
3. If the School objects to the presence of any employee of Contractor, or any of its subcontractors, on the basis of the employee’s criminal history record information, Contractor agrees to immediately remove that employee from the Project, or to discontinue using that subcontractor on the Project until such employee to provide services to the School.

I further certify that Contractor has obtained written certifications and assurances from each of its subcontractors on the Project in the same manner and form as provided herein, and that the form of each subcontractor’s certification shall be provided to the School.

I understand that non-compliance with this certification by Contractor may be grounds for contract termination and/or barring disqualified persons from performing the work.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Contractor Official Date



**I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name/Title:** |  | **Company Name:** |  |
| **Original Signature:** |  | **Date** |  |