Request for Qualifications/Proposal
RFQ/RFP number 1365

Due Thursday, May 21, 2015 – 9:30 A.M. CDST

Construction Manager-At-Risk:
Construction of New Facility –
The Richardson ISD Facility Service Center

Architect:  PBK, Inc.
14001 North Dallas Parkway
Suite 400
Dallas, Texas  75240
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ATTACHMENTS

Exhibit 1 RISD Standard Form of Agreement Between Owner and Construction Manager as Constructor, AIA Document A133 – 2009 Edition

Exhibit 2 RISD Supplementary Conditions to the General Conditions of the Contract for Construction, AIA Document A201 – 2007 Edition

Exhibits 1 and 2 under separate cover

*Exhibit 3 RISD Prevailing Wage Rates

*Exhibit 4 Felony Conviction Notice and Conflict of Interest Forms (complete and return with RFQ)
REQUEST FOR CONSTRUCTION MANAGER-AT-RISK QUALIFICATION STATEMENTS  RFQ/RFP NO. 1365

Introduction:

Pursuant to the provisions of the State Government Code Section 2267.251, it is the intention of the Richardson Independent School District to select a Construction Management at Risk (CM@R) for construction of a Facility Service Center at Greenville Avenue in Richardson, Texas. The method to be used to select the CM@R is the two-step process as detailed in section 2267.253 of the State Government Code. The selected CM@R is to assist the District and its architect with construction of the above mentioned project as a CM@R. The scope and schedule for the project as currently defined are described by the attached materials.

Qualifications are to include the information requested in the sequence and format prescribed. In addition to, and separate from the requested information, organizations submitting qualifications may provide supplementary materials further describing their capabilities and experience.

Five (5) copies of Request for Qualifications are to be submitted to the Richardson Independent School District to the attention of James Cason, Buyer, Purchasing Department, 970 Security Row, Richardson, Texas 75081, no later than 9:30 a.m. (CDST), Thursday, May 21, 2015.

Evaluation

All RFQ’s will be reviewed by a panel consisting of District personnel and representatives of the architectural firm. The evaluation committee will evaluate and rank each RFQ submitted in relation to the evaluation criteria set forth in this document. Upon review and ranking of the RFQ’s, the district will then decide upon a shortlist of no more than 5 responders. The district evaluation committee will contact the short listed firms chosen to submit a RFP during the interview process. Those firms who qualify for and agree to an interview will be required to submit 3 (three) copies of their proposed fees and general conditions to the Richardson Independent School District to the attention of James Cason, at the time of the scheduled interview, Tuesday, May 26, 2015. The interview location will be specified once scheduled. Proposed fees will not be opened and reviewed until after all interviews are completed.

The District’s Board of Trustees will consider the selection of a Construction Manager-at-Risk at its regularly scheduled board meeting on Monday, June 1, 2015.
Inquiries about the project and Request for Competitive Sealed Proposal document should be addressed to James Cason, Buyer – Richardson ISD Purchasing Department, in writing either by facsimile or by e-mail. **Verbal requests for clarification or additional information will not be addressed and will not be binding.** **NOTE:** Contact between solicited vendors and user departments during the request for qualification and request for proposal process or evaluation process is prohibited. Any attempt by a solicited vendor to contact the departments will result in disqualification.

The contact information during this RFQ/RFP process is as follows:

**Address:** RISD Purchasing Department  
970 Security Row  
Richardson, TX 75081  

**Facsimile:** 469-593-0563  

**E-mail:** james.cason@risd.org

Questions received by James Cason will be forwarded to the appropriate individual or firm for an official response and the information will be dispensed to all plan holders.

**The deadline for receiving written questions related to this RFQ/RFP process is 3:00 p.m. on Tuesday, May 19, 2015. All questions and answers will be published as an addendum by the close of business, Wednesday, May 20, 2015.**

The architect of record for the Facility Service Center is PBK, Inc., Mr. Ken Kessler.

When referring to this project, use the RISD assigned **RFQ/RFP No. 1365**
INTRODUCTION/PROJECT DESCRIPTION

The project includes the construction of a freestanding Facility Service Center in Richardson, Texas. The preliminary program for the building encompasses a 117,000 square foot facility. PHASE ONE consists of site development and a transportation shop. PHASE TWO consists of offices, warehouse, facility shops, print shop and conference spaces.

Budget Estimate: $26,000,000.00

Schedule:

Deadline for Questions: 3:00 p.m. – Tuesday, May 19, 2015
RFQ Deadline: 9:30 a.m. – Thursday, May 21, 2015
RFP Deadline/Interview: Tuesday, May 26, 2015 (times to be determined)
Submit to Board of Trustees: Monday, June 1, 2015

Phase 1:

Release of Construction Documents: October, 2015
GMP: November, 2015
Construction start: December, 2015
Substantial Completion: June, 2016
Final Completion: August, 2016

Phase 2:

Dates to be determined by owner/architect/CM@Risk with substantial completion June, 2017.
SCOPE OF SERVICES/CONTRACT

Contract Form and Scope of Services

The Owner will contract directly with a Construction Manager at Risk (CM@R) for performing general construction of the project. The CM@R will then conduct the subcontractor selection/bidding and contract with all other subcontractors required for the work. The Owner reserves the right to contract separately with other suppliers, vendors and contracts as he deems in the best interest of their project.

The CM@R reimbursement shall be comprised of three components:
1. Lump Sum Fee for Pre-Construction Services,
2. Cost of work plus a percentage based fee set on a Guaranteed Maximum Price (GPM),

For purposes of this qualification, terms of the contract will be the AIA Document 133 - 2009 Edition (Exhibit No. 1) with the AIA Document A-201,2007 Edition (Exhibit No. 2) General Conditions of the Contract for Construction as modified by RISD. All contract documents should be read carefully for district requirements. Candidates should identify in their qualification any exceptions taken or additions/modifications requested that are considered by the Contractor to be mandatory as conditions of their qualification. **Objections to the contract type or format not included within the qualification submission will result in immediate disqualification.**

The CM@R will participate in pre-construction services by preparing construction cost estimates and construction phasing scheduling assistance as identified in the Pre-Construction Services section below.

The CM@R competitively procures and enters into subcontracts for all portions of the work, with the exception of work specifically approved by the Owner when appropriate to schedule or logistics. **Any potential self-performed work will still be competitively procured by the CM@R when reasonable and possible.** All subcontract bids are reviewed and approved by the Owner prior to award. Bidding shall be to at least three subcontractors for each trade, unless circumstances preclude or are not appropriate to the project. **Current RISD Prevailing Wage Rates will apply to all sub-contracted bids.** (See attached Prevailing Wage Rates schedule as Exhibit No. 3).

The CM@R will be required to coordinate with any other contracts the owner may issue directly such as, communication cabling, ACM abatement, etc.

**Payment and performance bonds** will be required of the CM@R. All construction payments will be made by the Owner directly to the CM@R, for their distribution of payments to subcontractors and suppliers as appropriate. Payment and Performance bonds required of sub-contractors must be submitted to the owner for record. The Owner may elect to procure certain materials/equipment directly, with coordination and scheduling support from the CM@R. The equipment would then be assigned to the CM@R for their full acceptance of responsibilities for coordination and installation.
Audits
The owner will retain the right to audit the accounting records of this project upon demand for up to 7 (seven) years after the final completion of the work. The accounting method must clearly show the breakdown of the following as a minimum:

- Unit and materials costs
- Specific wage rates for all trades
- Premium time mark ups for all trades, if any
- Contractor’s Fee
- Materials mark-up
- Subcontractors mark-up - (Refer to Schedule "C" for limitations)
- Insurance and bond costs
- Equipment and tool rental costs
- Validation of General Condition and Cost of Work expenditures

Audits will occur at intervals determined by the Owner. CM@R must be able to provide documentation required upon request within 24 hours during the duration of the project. Audits will use the pricing information provided in the successful proposals as the basis for verification of costs at each audit.

Subcontractor Bidding Phase

Sealed bids shall be received and opened jointly by the Owner’s representative and the CM@R at the Office of the CM@R. CM@R shall comply with Texas State Government Codes including the following:

“A construction manager-at-risk shall publicly advertise for 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. A construction manager at-risk may seek to perform portions of the work itself if the construction manager at-risk submits a bid or proposal for those portions of work in the same manner as all other trade contractors or subcontractors and if the governmental entity determines that the construction manager at-risk bid or proposal provides the best value for the governmental entity. (Sec. 2267.255)

The construction manager at risk and the district or its representatives 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-at-risk, architect, engineer or governmental entity. All bids or proposals shall be made available to the governmental entity on request and to the public after the later of the award of the contract or the seventh day after the date of final selection of bids or proposals.” (Sec. 2267.256)

NOTE: Pricing and fees are NOT to be submitted in the RFQ Step-1 of this two-step process. Only those contractors selected as candidates for final consideration will be required to submit pricing in Step 2 of the process.
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QUALIFICATION RESPONSE GUIDELINES

Bidder’s response to this Request for Qualification shall include:

► **Fee Qualification Form for Work** as Prime CM@R:

Fees are addressed in section 5.1.1 of the attached AIA Document 133, and shall be submitted as a percentage of the budget amount.

*Your proposed fee(s) are not to be included in Step-One of this process; however, Construction Managers selected to be interviewed will be required to submit their Proposed Fees at the time of the interview under the Two-Step Process for CM@R selection.*

► **List of Anticipated General Conditions Costs:**

General Conditions will be invoiced at the actual cost towards an agreed not-to-exceed amount. **Do not anticipate rolling General Conditions into Subcontractors to artificially lower this fee.**

General conditions costs that are schedule dependent should assume preconstruction services to start immediately upon award. *The job trailer/project teams move on-site in December, 2015 (or as determined by the evaluation of the proposed project schedule) and construction is substantially complete no later than June, 2017.* After assisting the Owner with construction-related move-in issues, the project team would then move off-site within 60 calendar days.

Bonuses are **not to be included** in General Conditions Costs or built into the salary paid which is included within the general conditions costs.

On-site field offices are to be established by the CM@R using portable trailers. The Field Offices will hold offices for the CM@R’s field team plus additional space and separate space for a project meeting conference room and work space for the Owners project staff, architects and visiting consultants and client team members.

The CM@R’s staff during construction is anticipated to include a minimum full time on site superintendent. The CM@R will provide on site telephone, copier, fax and e-mails to the Owners on site representation as needed. CM@R shall not change the team staffing of this project without the consent of the owner.

► **AIA Document A305, Contractor Qualification Statement**
Questionnaire

Project Related Experience List including relevant recent completed project work in K-12 education facilities including dates and sizes of contracts, and references for the same.

Resumes and Reference for Key Personnel proposed for this project. Resumes of key personnel must show educational experience in projects of similar size, complexity and related challenges. Provide references which can substantiate their completed experience and background. **NOTE: If proposing on multiple projects within this package, be certain that resumes for key personnel are identified for each project or if personnel are to be assigned to multiple projects.**

Project Scheduling. Detailed example of level of scheduling quality to be expected on the project by submission of a schedule for another educational project with similar scheduling complexity.

List of Recommended Subcontractors. Submit a list of three most recommended subcontractors for the following critical trades:
- Site-work/Excavation
- Concrete
- Structural Steel
- Masonry
- Mechanical/Plumbing
- Electrical
- Drywall/Ceilings
- Painting
- Utility
- Landscape
- Technology and cabling
- Tile/Flooring

Certificate of Insurance and Indemnification: All qualifications must be accompanied by a Certificate of Insurance on an ACORD form itemizing the Contractor's normal coverage at the time of the qualification. Additional insurance coverage available to the Owner without increase in cost (due to normal coverage's carried by the company) will be considered of benefit to the Owner. Please show available excess or umbrella coverage's on the insurance certificate, should such coverage's be in place.

Property insurance (Builders Risk) will be provided and paid for by the CM@R.
Disqualification of Qualifications: The Owner reserves the right to disqualify any qualification without cause. By submission of a qualification, proposors waive any rights to make claim against the Owner, his employee, agents and consultants related in any way to the submission of the qualification for the Owners disqualification of it as a result.

 Modifications. No modification to this RFQ or the resulting qualification will be considered bona fide unless in writing. Any oral modification must be followed in writing.

Life of Qualification. No qualifications may be withdrawn for a period of forty-five (45) calendar days after the submission date.

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REQUEST FOR COMPETITIVE SEALED QUALIFICATIONS - QUESTIONNAIRE

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

1. Firm Information:
   Name of firm:
   Address of principal office:
   Phone, Fax:
   Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other?):
   Year Founded:
   Primary Individual to Contact:

2. Organization

   2.1 How many years has your organization been in business as a CM@R/Contractor?

   2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

   2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, Presidents name, Vice-Presidents name(s), Secretary Name, Treasurers name.

   2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).

3. Licensing

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

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

4. Experience

   4.1 List the categories of work that your organization normally performs with its own forces.

   4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
4.3 Claims and suits (If the answer to any of the questions below is yes, please attach details).

4.3.1 Has your organization ever failed to complete any work awarded to it?

4.3.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

4.3.3 Has your organization filed any law suits or requested arbitration with regards to construction contracts within the last five years?

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

5. Financial Information:

5.1 Attach a financial statement, preferably audited, including your organization’s latest balance sheet and income statement showing the following items:

5.1.1 Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and pre-paid expenses).

5.1.2 Net Fixed Assets

5.1.3 Other Assets

5.1.4 Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).

5.1.5 Other Liabilities (e.g., capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).

5.2 Name and address of firm preparing attached financial statement and date thereof.

5.3 Is the attached financial statement for the identical organization named under Item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
5.5 Provide name, address, and phone for bank reference.

5.6 Surety: Name of bonding company, name and address of agent.

6. Experience with Concepts for Work as a Construction Manager at Risk

6.1 Describe your organization’s concepts for working in a team relationship with the Owner and Architects during the design and construction of major projects. Describe your organization’s methods for estimating costs, and for scheduling during the design/documents phases. Which (one or more) of those projects listed above best exemplifies these concepts and experiences?

6.2 Cost Estimates

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

6.3 Fees, General Conditions

Describe how your fee for pre-construction phase services would be determined.

NOTE: Include the answer to the question above in your original SOQ response; however, be prepared to answer this with specific dollar amounts and/or percentages should you be selected as one of the finalists to be interviewed. Contractors selected to be interviewed will be required to provide a fee for Pre-Construction Services. For your services after the GMP, describe how your fee would be calculated, distinguish between what is included in your fee vs. the cost of the job (general conditions), and the estimated maximum percentage of the total construction cost your fees and general conditions would comprise.

6.4 Savings

All savings will be returned to the owner.

6.5 Cost Information

Does your firm make all cost information during design and construction available to owner, architect(s)?
7. **Personnel**

Given the scope and schedule of the project, identify the specific Project Manager, Estimator, and Superintendent who would work on the project, as well as additional staff you are proposing to assign to this project. Provide a resume for each individual.

8. **Owner/Contractor Agreement**

We propose to base the Owner/Construction Manager Agreement on the AIA Document A133 - 2009 Edition, as modified by RISD; with the General Conditions of the Contract for Construction AIA Document A201 - 2007 Edition, as modified by RISD. Please note any exceptions/issues you would raise relative to this document. *Samples of these documents are included in this document as Exhibit No. 1 and Exhibit No. 2, respectively.*

9. **References**

Provide for five (5) of the firm’s most recently completed educational projects, identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers) whom we could contact as references re: your organization’s services.

10. **Safety**

Provide information pertaining to your firm’s accident frequency rate and modifier for the last five years. Include a description of your firm’s safety program.

11. **Schedules**

Provide samples of schedules that will be used to control various project phases.

12. **Criteria For Selection**

12.1 Per the Texas State Government Code 2267.055, CRITERIA TO CONSIDER, (a) In determining the award of a contract under this chapter, the governmental entity may consider.

(1) the price;
(2) the offeror’s experience and reputation;
(3) the quality of the offeror’s goods or services;
(4) the impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
(5) the offeror’s safety record;
(6) the offeror’s proposed personnel;
Whether the offeror’s financial capability is appropriate to the size and scope of the project; and
any other relevant factor specifically listed in the request for bids, proposals, or qualifications:
additional RISD considerations:
  1. The offeror’s past performance with the District
  2. Methodology for the project
  3. Acceptance of the proposed contract terms.

In determining the award of a contract under this chapter, the governmental entity shall;
  (1) consider and apply any existing laws, including any criteria, related to historically underutilized businesses;
and
  (2) consider and apply any existing laws, rules, or applicable municipal charters, including laws applicable to local disadvantaged businesses.

Extrapolated from this list, the following criteria will be considered in ranking SOQ’s received from construction managers and will be the basis for selection of those to be interviewed at the conclusion of Step One of the Two Step Process. Step Two of this Process will include not only the contents of the responses in Step One, but also pricing as allowed in number one (1) and considerations per number seven (7) above:

12.3 EXPERIENCE WITH SIMILAR BUILDING TYPES (weighted 40%)
The reputation of the vendor and of the vendor’s goods or services;
The quality of the vendor’s goods or services;
The vendor’s experience w/similar building programs;

12.3.1 How substantial is the firm’s recent experience in the construction of projects of comparable size and complexity?

12.3.2 How substantial is the firm’s experience in providing construction services for educational facilities of comparable size, complexity?

12.3.3 Is the firm knowledgeable about, experienced in the RICHARDSON and North Texas construction market?

12.3.4 How substantial is the firm’s recent experience in providing pre-construction services for projects of comparable size and complexity?

12.4 PAST PERFORMANCE (weighted 30%)
The extent to which the goods or services meet the District’s needs;

12.4.1 Has the firm worked for the District in the past? If so, when and in
12.4.2 Does the construction manager appear to have the capability to meet the District’s needs?
12.4.3 Does the description provided by the firm of its pre-construction services evidence both understanding and a capability of the process in general and as it applies to these specific projects?
12.4.4 Does the CM@R appear to have the capability to meet the District's schedule objectives?

12.5  **SAFETY (weighted 15%)**

*The vendor’s safety record;*
*The vendor’s focus on safety programs for operations;*

12.5.1 Does the CM@R have an active safety program?
12.5.2 Does the firm place a high priority on safety?
12.5.3 Compare the firm’s accident frequency rate and modifier for the last five years.

12.6  **PERSONNEL & METHODOLOGY (weighted 15%)**

*The vendor’s proposed personnel and methodology for this project;*

12.6.1 Does the firm’s organizational structure, licensing and financial information indicate that the firm is capable of undertaking the district-wide projects?
12.6.2 Do the personnel proposed for the projects appear to have the appropriate experience, capabilities?
12.6.3 Does the firm’s proposed staffing level appear balanced to the anticipated project demands?
12.6.4 Does the firm present a project plan that appears to provide the framework for successful completion of the work within the budget and schedule constraints?

**NOTE:** The following two additional criteria will be considered of the RFP finalists selected to be interviewed:

12.7  **COST ISSUES**

*The purchase price;*
The total long-term cost to the District to acquire the vendor's goods or services;

12.7.1 Is the format/nature of cost estimates prepared by the firm during the design phases informative/useful for the District/Architect? Are the initial and final estimates consistent in nature and format?

13. REQUIRED FORMS

13.1 44.034 NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

(a) 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. (See Exhibit No. 4 – Felony Conviction Form)

(b) 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.

(c) This section does not apply to a publicly held corporation. Added by Acts 1995, 74th Leg., ch. 260, ss. 1, eff. May 30, 1995.

14. EXPECTED SERVICES

The successful Construction Manager shall be required to perform the following services during the Pre-Construction and Construction Phases of this Project:

14.1 PRE-CONSTRUCTION PHASE SERVICES

14.1.1 Manage the GMP DOCUMENTATION, including:

14.1.1.1 Detailed quantity surveys, pricing.
14.1.1.2 Procurement strategy and implementation.

14.1.2 Establish the BUDGET BY BID PACKAGE

14.1.2.1 Prepare a detailed SCHEDULE derived from detailed quantities for each bid package to satisfy milestones.
14.1.3 SITE UTILIZATION STUDY

14.1.3.1 Coordinate mobilization and plan logistical requirements.
14.1.3.2 Project office and material staging locations.
14.1.3.3 Ingress, egress.
14.1.3.4 Security requirements of owner.

14.1.4 Prepare SUBCONTRACTOR BID OR PROPOSAL PACKAGES, including:

14.1.4.1 Project Manual, outlining the requirements of the construction.
14.1.4.2 Schedule (by bid or proposal package interface).
14.1.4.3 Detailed scope of work.
14.1.4.4 Detailed document listing.
14.1.4.5 Proposal forms for each bid or proposal package.
14.1.4.6 Form of contract and purchase order forms.
14.1.4.7 Insurance requirements.
14.1.4.8 Bonding requirements.
14.1.4.9 Prequalification of bidders/proposers.
14.1.4.10 Other special requirements.

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

14.1.5.1 Project requirements.
14.1.5.2 Document review for specific questions.
14.1.5.3 Sequence/schedule review.
14.1.5.4 Site restrictions.
14.1.5.5 Other questions raised during discussions.

14.1.6 RECEIVE BIDS:

14.1.6.1 Generate interest in vendors/contractors.
14.1.6.2 Advertise or solicit for bids/proposals.
14.1.6.3 Conduct bid/proposal openings.
14.1.6.4 Prepare tabulations for each bid or proposal package.
14.1.6.5 Review proposals for compliance with contract documents.
14.1.6.6 Review apparent low vendor’s qualifications, past experience and liquidity.

14.1.7 CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:

14.1.7.1 Conduct pre-award meetings.
14.1.7.2 Review schedule of values.
14.1.7.3 Review subcontractors’ general conditions.
14.1.7.4 Review scope of work.
14.1.7.5 Identify shop drawing requirements.
14.1.7.6 Perform document review and specifications review.
14.1.7.7 Review contractors’ personnel:
   14.1.7.7.1 Project Managers
   14.1.7.7.2 Superintendents
   14.1.7.7.3 Foremen
14.1.7.8 Implement Partnering Program if owner elects to do so.
14.1.7.9 Establish quality requirements and standards.
14.1.7.10 Review sequence and Schedule.
14.1.7.11 Identify accounting requirements.
14.1.7.12 Review insurance requirements.
14.1.7.13 Review safety and security requirements.
14.1.7.14 Recommend award of contracts.

14.2 The successful Construction Manager shall be required to perform the following services during the Construction Phase of this Project:

14.2.1 PREPARE AND ISSUE AS CONSTRUCTION MANAGER (or for the Owner):
   14.2.1.1 Contracts.
   14.2.1.2 Rental agreements.
   14.2.1.3 Budget adjustments for all transactions.
   14.2.1.4 Computerized accounting for tracking and projections.

14.2.2 PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS
   14.2.2.1 Establish site organization, including work and storage areas.
   14.2.2.2 Establish jobsite management organization and jobsite procedures.
   14.2.2.3 Maintain daily log for jobsite record.
   14.2.2.4 Provide general conditions work to meet project requirements.
   14.2.2.5 Prepare and issue change orders and contracts.
   14.2.2.6 Prepare subcontractor change orders and contracts.
   14.2.2.7 Monitor construction cost and projections.
   14.2.2.8 Prepare and maintain cash flow projection for Owner.
   14.2.2.9 Monitor and maintain quality control.
   14.2.2.10 Shop drawing control.
   14.2.2.11 Equipment and material control.
   14.2.2.12 Provide and monitor overall progress and short interval
14.2.2 scheduling.
14.2.2.13 Prepare billings and progress payments.
14.2.2.14 Conduct subcontractor coordination meetings.
14.2.2.15 Provide coordination between subcontractors.
14.2.2.16 Prepare and receive requests for information.
14.2.2.17 Prepare agendas and conduct weekly safety and progress meeting.
14.2.2.18 Prepare and distribute weekly safety and progress meeting minutes.
14.2.2.19 Establish subcontractor progress payment procedure for processing and payment.
14.2.2.20 Monitor subcontractors’ pay applications.

14.2.3 MONTHLY REPORT:
14.2.3.1 Summarize project financial status.
14.2.3.2 Review and summarize past month’s construction performance.
14.2.3.3 Project the coming month’s construction activities.
14.2.3.4 Present status report on change orders - delays and time extensions.
14.2.3.5 Identify problems that threaten construction quality, cost and schedule.

14.2.4 PROVIDE CHANGE ORDER CONTROL:
14.2.4.1 Implement system for change orders.
14.2.4.2 Allocate change order responsibilities.
14.2.4.3 Review change order requests from subcontractors.
14.2.4.4 Negotiate change orders with subcontractors.
14.2.4.5 Submit recommendations to Owner.

14.2.5 ESTABLISH A QUALITY MANAGEMENT PROGRAM:
14.2.5.1 All members of the team participate in the quality control effort.
14.2.5.2 Project Scope Review:
   14.2.5.2.1 Intended purpose.
   14.2.5.2.2 Are the project needs met?
   14.2.5.2.3 Existing conditions reviewed.
   14.2.5.2.4 Future needs.
14.2.5.3 Incorporate Restrictive Conditions in documentation to include:
14.2.5.4 Social environment, influence of neighbors, environmental impact.
14.2.5.5 Natural conditions, grounds and peripherals.
14.2.5.6 Research on legal requirements.
14.2.5.7 Research on existing structures, facilities.
14.2.5.8 Review of Design Development for:
   14.2.5.8.1 Complete construction documents in the order they are to be purchased and constructed.
   14.2.5.8.2 Complete documents for pre-purchased equipment.
   14.2.5.8.3 Design compatibility with future operation and maintenance.
   14.2.5.8.4 Constructability
14.2.5.9 Coordinate schedule and assist independent testing and inspection agencies selected by the school district, involving the following work:
   14.2.5.10 Underground piping
   14.2.5.11 Soils
   14.2.5.12 Concrete
   14.2.5.13 Rebar
   14.2.5.14 Miscellaneous steel
   14.2.5.15 Structural steel
   14.2.5.16 Mechanical systems
   14.2.5.17 Electrical
   14.2.5.18 Life safety systems
   14.2.5.19 Energy management systems
   14.2.5.20 Others as required
   14.2.5.21 Work with area superintendents of subcontractors
   14.2.5.22 Prepare operations to minimize quality control problems
   14.2.5.23 Require formalized quality management program from subcontractors:
   14.2.5.24 Ensure conformance to project’s quality standards previously established.
   14.2.5.25 Follow-up to assure correction of deficiencies on test reports

14.2.6 ACCOUNTING Functions:
   14.2.6.1 Insurance requirements
   14.2.6.2 Schedule of values review
   14.2.6.3 Labor cost reports
   14.2.6.4 Material cost reports
   14.2.6.5 Unit cost reports
   14.2.6.6 Monthly detail cost sheet
   14.2.6.7 Monthly job costs
   14.2.6.8 Accounts payable
   14.2.6.9 Monthly project billing
14.2.7 JOB SAFETY Objectives:

14.2.7.1 Conduct weekly safety meeting:
14. 2.7.2 Implement project safety requirements.
14. 2.7.3 Review subcontractor safety programs.
14. 2.7.4 Subcontractor conformance, initiate knowledge of OSHA requirements:
   14. 2.7.4.1 Subcontractor responsible for costs and damages.
   14. 2.7.4.2 Submission of accident and injury reports.
   14. 2.7.4.3 Subcontractor safety programs
   14. 2.7.4.4 Require subcontractor safety representative.
   14. 2.7.4.5 Require forty-eight hour reports.
   14. 2.7.4.6 Require weekly tool box safety meeting.
14. 2.7.5 Maintain safety meeting minutes:
   14.1.14.6 Inform subcontractors of procedures
14. 2.7.6 Enforce alcohol and drug programs by subcontractors.
14. 2.7.7 Implement and maintain clean-up.

14.2.8 JOBSITE SECURITY Functions:

14.2.8.1 Monitor and control employee, vendor and public access to the jobsite.
14. 2.8.2 Monitor and control material and equipment deliveries to the jobsite.
14. 2.8.3 Monitor and control material and equipment being removed from jobsite through a material release form.
14. 2.8.4 Monitor and control site traffic.
14. 2.8.5 Monitor and perform periodic checks for alcohol and drugs.
14. 2.8.6 Monitor and control tools.
14. 2.8.7 Monitor material storage.
14. 2.8.8 Monitor trailers and all equipment within.
14. 2.8.9 Maintain proficiency first-aid and CPR programs.
14. 2.8.10 Monitor compliance with district’s No Smoking policy.
14. 2.8.11 Monitor compliance with district’s weapon-free zones.
14. 2.8.12 Monitor and control employee, vendor access or interaction with students and staff.
14. 2.8.13 Monitor and control compliance with District’s harassment-free environment for students and staff.
14. 2.8.14 Monitor and control employee, vendor theft.
15. HUMAN RESOURCES:

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

15.1 PROJECT POST CONSTRUCTION Services:

15.1.1 Provide operating and maintenance manuals.
15.1.2 Secure and assemble warranties or guarantees.
15.1.3 Provide check-out of equipment.
15.1.4 Instruct operating personnel in equipment operating and maintenance procedures.
15.1.5 Assist in actual start-up of equipment.
15.1.6 Implement close-out procedures and ensure requirements are met:
   15.1.6.1 Subcontractors’ and vendors’ final payment
   15.1.6.2 Resolution of claims
   15.1.6.3 Final change orders
   15.1.6.4 Lien releases
   15.1.6.5 Final lien waivers
   15.1.6.6 Consent of sureties
15.1.7 Assist Owner in enforcement of warranties or guaranties.
15.1.8 Conduct walk-through with Owner and Contractor one year after project completion.

16. General Conditions:

Provide cost for General Conditions based upon the schedule furnished. Complete the enclosed form, included in the pricing form for each project, including specific project reimbursable field staff cost data.

Please indicate with N/A (not applicable) the items included in the General Conditions List for each price form, in your opinion, do not apply to this project.

Please indicate with a 0 (zero) the items included in the General Conditions List for each price form, that are included in your fee and will not be billed as General Conditions. The following items are to be included in the primary fee percentage rather than as General Conditions.

Safety Supervisor inspections
Personal computers/Computer charges
Vehicle rental/repair/insurance/ maintenance of main office and field office staff
Project scheduling services (except for time of field office staff)
Project accounting services (except for time of field office staff)
17. TRANSFER OF OWNERSHIP

All personal property charged against this project for use on this, or any other RISD project, shall transfer to the RISD after the completion of this project. If identified property is not transferred to RISD at the conclusion of this project, the value of that identified property will be deducted from the final payment to the Construction Manager. Such items that may be transferred are digital cameras, computers, office furniture, material handling equipment, construction trailers, scaffolding, ladders, or any other item that is deemed of value and was a direct cost to this project. Items owned by the Construction Manager and utilized at this project but not paid out of the funding for this project will remain the property of the Construction Manager.

18. EVALUATION CRITERIA

The selection process is not just fee based, but weighted heavily on other important issues critical to the success of the project. The following are key issues in the Owner's selection decision, not necessarily in priority order:

<table>
<thead>
<tr>
<th>Points</th>
<th>Criteria</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>Experience with similar building types</td>
</tr>
<tr>
<td>30</td>
<td>Past Performance</td>
</tr>
<tr>
<td>15</td>
<td>Safety</td>
</tr>
<tr>
<td>15</td>
<td>Personnel &amp; Methodology</td>
</tr>
</tbody>
</table>

19. QUALIFICATION/SELECTION SCHEDULE

Qualifications are due to be received not later than 9:30 a.m. on Thursday, May 21, 2015. After the qualifications are reviewed, it is possible that pre-selected/short-listed firms will be asked to interview with the Evaluation Committee on Tuesday, May 26, 2015 to review qualifications, strategies and proposed staff. A selection is anticipated within one week. At the June 1, 2015 regularly-called RISD Board of Trustees meeting, the Board will act on a recommendation of the district evaluation committee for a selection of a CM@R.

Each Candidate Contractor should submit five (5) copies of qualifications to arrive on or before the date/time identified above.
20. INTERVIEWS

Qualifications will be taken and reviewed immediately upon receipt. It is anticipated a short list of up to five (5) Construction Managers will be interviewed, but the Owner reserves the right not to conduct interviews and base the selection strictly on the qualifications submitted or to eliminate any Construction Manager(s) from the selection as late as the day prior to any potential interview if the Owner determines the qualification is insufficiently responsive to merit further consideration.

Proposers selected to be interviewed will be required to submit proposed fees and general conditions to the RISD Purchasing Department, attention James Cason, Senior Buyer, 970 Security Row, Richardson, TX 75081 prior to interviews to be scheduled for May 26, 2015. Late submission of the fees and general conditions will result in disqualification of the offending Construction Manager.

Interviews, if conducted, will be up to 30 minutes with 20 minutes for the Construction Managers presentation and the remaining time for questions and discussions. As to the project team, the project manager, superintendent, and lead estimator should be in attendance, at a minimum. The chemistry of the team with the RISD staff and architects is vital to the selection. The contractor’s focus on the interview should be specific to this project and the owners concerns, including:

1. What has the Construction Manager done recently that is similar in size and scope to this project?
2. What is the experience of the individuals proposed?
3. What are the Construction Manager’s thoughts on project phasing, schedule and initial budget?
4. What will the team do to assure that subcontractors are brought on board that has experience in this type of work?
5. What unique leverages/advantages do you offer to the project?
6. How will local subcontractors be assured to get the opportunity to propose on this work?

21. FOLLOW UP QUESTIONS AND INFORMATION

All questions regarding this qualification may be made in writing by e-mail (preferred) or fax to:

James Cason, Senior Buyer
Richardson Independent School District Purchasing Department
E-mail: james.cason@risd.org
Fax: 469.593.0563
In the interest of efficiency and continuity, one contact from each candidate CM@R should be responsible to coordinate and make any direct telephone communications with Richardson ISD. During the qualification process no contact should be made with Richardson ISD administration or the Richardson ISD Board of Trustees, Superintendent of Schools or Assistant Superintendent. All contact should be with James Cason, Richardson ISD Purchasing. Mr. Cason will forward all questions to the necessary parties for clarifications. Any contact with RISD other than stated above during the qualification process may result in immediate disqualification of the offending firm.

22. SUMMARY

On behalf of the Richardson Independent School District we want to thank you for your interest in this project. It is an exciting and challenging project, and we are looking to continue to build a great team by the selection of the Construction Manager-at-Risk.
Fee Proposal for Work under a "Construction Manager-at-Risk Contract"

Construction of a Facility Service Center

NOTE: This information will be required to be submitted by the Potential Construction Managers selected to be interviewed on May 26, 2015. Those who are selected to be interviewed will be notified within five (5) days to schedule the interview.

Project: RFQ/RFP No. 1365 - CM@Risk – Richardson ISD Facility Service Center

Proposal from ___________________________ organized and existing (Company name)

under laws of the State of ________________.

The undersigned hereby proposes to furnish all labor, materials, tools and necessary equipment to perform the work required to construct as described in the Request for Competitive Sealed Qualifications/Proposal identified as RFQ/RFP-1365 by the Richardson Independent School District.

The undersigned further agrees to provide pre-construction services necessary to prepare an Initial Guaranteed Maximum Price (IGMP) based upon design documents and a Final Guaranteed Maximum Price (FGMP) based upon completion of construction documents. Upon approval of the IGMP, the Agreement shall be executed with the FGMP establishing the Final Contract Amount.

This Bidder agrees that this Proposal will remain good and in effect for a period of 60 days after receipt.

Warranty
All work will be warranted for one year from Substantial Completion or longer if specifically required of certain components in the final technical specifications at no additional cost to the owner for either subcontractor or Construction Manager in order to maintain and supervise the warranty item repairs, replacements or investigations.

Basis of Fees and General Conditions
The fee proposed shall be submitted as a percentage of the Guaranteed Maximum Price.

The fee shall be comprised of the following three components:
1. Pre-construction services fee stated as a lump sum amount.
2. Construction services fee stated as a percentage of the cost of the work.
3. General conditions fee stated as a not to exceed sum amount.
FEE PROPOSAL FOR RICHARDSON ISD FACILITY SERVICE CENTER:
While not the final contract form at this time, AIA A133 -2009 is the basis for definitions of Fee, General Condition, Cost of Work and Total Cost of Construction for purposes of this proposal.

FEES PROPOSAL FOR PRECONSTRUCTION SERVICES

Pre-construction services fee stated as a lump sum amount. $_________

CONSTRUCTION SERVICES FEE PROPOSAL

Construction services fee stated as a percentage of the cost of work. _________ %

GENERAL CONDITIONS FEE PROPOSAL

General Conditions fee stated as a not to exceed sum amount. $_________

Detail of General Conditions for the Richardson ISD Facility Service Center:

X Onsite Field Office Staff

<table>
<thead>
<tr>
<th></th>
<th>Project Manager</th>
<th>%</th>
<th>x</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Superintendent</td>
<td>%</td>
<td>x</td>
<td></td>
</tr>
<tr>
<td>Others</td>
<td>%</td>
<td>x</td>
<td></td>
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<tr>
<td>Others</td>
<td>%</td>
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<td></td>
</tr>
<tr>
<td>Others</td>
<td>%</td>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Staff Cost Anticipated =

Weekly rates are to be fully burdened as complete rate that will be charged to the project, without additional multipliers, factors or supplemental costs. Note: Any bonuses paid as a part of this rate schedule are not allowed and not to be included as a part of the General Conditions costs.

X Indicate the percentage of time your personnel will dedicated solely to this project.

Project Manager: _________ %  Superintendent: _________ %

Field Engineering Labor =
Field Engineering Equipment and Supplies =
Field Project Office =
Temporary Fire Extinguishers and Safety Equipment and Labor =
Office Furniture =
Office Supplies =
Postage/Federal Express/Courier Services =
Miscellaneous Document Printing =
Copy Machine and Paper =
Office Equipment =
Telephone and Fax Services =
Janitorial Services =
Miscellaneous Small Tools and Consumables =
Vehicle Rental =
Vehicle Fuel, Maintenance and Repair =
Vehicle Insurance =
All Risk Builder's Insurance =
General Commercial Liability Insurances =
All other Insurances in addition to CGL required =
Contractor's Bond =
Building Permit Fees =
Construction, Equipment Freight and Insurance Charges =
General Contractor Association = Not Allowable
Independent Testing and Inspection = Not Applicable
Construction Clean-Up =
Final Clean-Up =
Special Testing Equipment Rentals =
Travel =
Other =

Total Estimated General Conditions including Field Office Staff =

Signed:___________________________________________________________________________

Title ____________________________________________________________________________

Name of Firm _______________________________________________________________________

Organized as a: (Mark One):

Proprietorship_______ Partnership_______ Corporation ________

Under the law of the State Of: ________________________________________________________

Affix Corporate Seal Here
Legal Address:

_________________________________ ______________________
(Date)

_________________________________ Email:____________________

Telephone No. __________________ Fax No.____________________

If Bid is by a corporation, affix seal in space above legal address.

**Total Estimated General Conditions including Field Office Staff**

Signed:_______________________________________________________

Title

Name of Firm

Organized as a: (Mark One):

Proprietorship_______ Partnership_______ Corporation _________

Under the law of the State Of: _________________________________

[Affix Corporate Seal Here]

Legal Address:

_________________________________ ______________________
(Date)

_________________________________ Email:____________________

Telephone No. __________________ Fax No.____________________

If Bid is by a corporation, affix seal in space above legal address.
Attachments

Exhibits 3 and 4 follow

Exhibits 1 and 2 in separate PDF-format package – see website posting
Exhibit No. 3

RISD Prevailing Wage Rates
General Decision Number: TX150291 03/06/2015  TX291
Superseded General Decision Number: TX20140291
State: Texas
Construction Type: Building
County: Dallas County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of $10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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<td>01/30/2015</td>
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<tr>
<td>2</td>
<td>03/06/2015</td>
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</table>

ASBE0021-011 05/01/2013

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....$ 21.52 7.15

BOIL0074-003 01/01/2014

Rates Fringes

BOILERMAKER........................$ 23.14 21.55

CARP1421-002 04/01/2014

Rates Fringes

MILLWRIGHT..........................$ 25.30 8.30

ELEV0021-006 01/01/2015

Rates Fringes

ELEVATOR MECHANIC............ ...... $ 37.33 28.385
FOOTNOTES:  a - A. 6% under 5 years based on regular hourly rate for all hours worked.  8% over 5 years based on regular hourly rate for all hours worked.


ENGI0178-005  06/01/2014

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<th>Rates</th>
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<tbody>
<tr>
<td>POWER EQUIPMENT OPERATOR</td>
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<tr>
<td>(1) Tower Crane.............</td>
<td>$ 29.00</td>
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<tr>
<td>(2) Cranes with File Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....</td>
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<td>(3) Hydraulic cranes 59 Tons and under..................</td>
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IRON0263-005  12/01/2013

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<td>IRONWORKER (ORNAMENTAL AND STRUCTURAL)..........................</td>
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PLUM0100-005  07/01/2013

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<tr>
<td>HVAC MECHANIC (HVAC Unit Installation Only)...............</td>
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<tr>
<td>PIPEFITTER (Excludes HVAC Pipe Installation).................</td>
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* SUTX2014-017  07/21/2014

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<td>$19.50</td>
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<td>CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation..................</td>
<td>$17.13</td>
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<tr>
<td>CAULKER............................</td>
<td>$14.71</td>
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<tr>
<td>CEMENT MASON/CONCRETE FINISHER...</td>
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<tr>
<td>DRYWALL HANGER AND METAL STUD INSTALLER......................</td>
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<td>ELECTRICIAN (Alarm Installation Only).......................</td>
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<td>ELECTRICIAN (Communication Technician Only)...............</td>
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<td>Service Description</td>
<td>Rate ($/hr)</td>
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<tr>
<td>---------------------------------------------------------</td>
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<tr>
<td>ELECTRICIAN (Low Voltage Wiring Only)</td>
<td>$20.03</td>
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<tr>
<td>ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems</td>
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<td>FORM WORKER</td>
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<td>GLAZIER</td>
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<tr>
<td>HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)</td>
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<tr>
<td>INSTALLER - SIDING (METAL/ALUMINUM/VINYL)</td>
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<td>INSTALLER - SIGN</td>
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<td>INSULATOR - BATT</td>
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<td>IRONWORKER, REINFORCING</td>
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<td>LABORER: Common or General</td>
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<td>LABORER: Mason Tender - Brick</td>
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<td>LABORER: Mason Tender - Cement/Concrete</td>
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<td>LABORER: Pipelayer</td>
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<td>LABORER: Plaster Tender</td>
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<tr>
<td>LABORER: Roof Tearoff</td>
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<tr>
<td>LABORER: Landscape and Irrigation</td>
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<td>LATHER</td>
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<td>OPERATOR: Backhoe/Excavator/Trackhoe</td>
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<tr>
<td>OPERATOR: Bobcat/Skid Steer/Loader</td>
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<td>OPERATOR: Drill</td>
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<td>OPERATOR: Forklift</td>
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<td>OPERATOR: Grader/Blades</td>
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<tr>
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<td>OPERATOR: Roller</td>
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<td>PAINTER (Brush, Roller and Spray, Excluding Drywalling/Taping)</td>
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<td>PAINTER: Drywall Finishing/Taping Only</td>
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<td>PLASTERER</td>
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<td>PLUMBER (HVAC Pipe Installation Only)</td>
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<tr>
<td>ROOFER</td>
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<tr>
<td>SHEET METAL WORKER (HVAC Duct Installation Only)</td>
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<tr>
<td>SHEET METAL WORKER, Excludes HVAC Duct Installation</td>
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<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
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<tr>
<td>TILE FINISHER</td>
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<td>TILE SETTER</td>
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<td>TRUCK DRIVER: 1/Single Axle Truck</td>
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<td>TRUCK DRIVER: Dump Truck</td>
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<tr>
<td>TRUCK DRIVER: Flatbed Truck</td>
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<td>TRUCK DRIVER: Semi-Trailer Truck</td>
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<tr>
<td>TRUCK DRIVER: Water Truck</td>
<td>$12.00</td>
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).
The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union
average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue,
N.W. Washington, DC
20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
Exhibit No. 4

Felony Conviction Notice

Conflict of Interest Questionnaire
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

(a) In accordance with the provisions of Appendix A to 49 CFR (Code of Federal Regulations), Part 29, the offeror certifies to the best of the offeror’s knowledge and belief, that it and its principals:

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or Local Government department or agency;

(2) have not within a three (3) year period preceding this offer been convicted of or had a civil judgement rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local with commission of any of the offenses enumerated in (a)(2) above; and

(4) have not within a three (3) year period preceding this offer had one or more public transactions (Federal, State, or local) terminated for cause or default.

(b) Where the offeror is unable to certify to any of the statements above, the offeror shall attach a full explanation to this offer.

(c) For any subcontract at any tier expected to equal or exceed $25,000:

(1) In accordance with the provisions of Appendix B to 49 CFR, Part 29, the prospective lower tier subcontractor certifies, by submission of this offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to the statement, above, an explanation shall be attached to the offer.

(3) This certification (specified in paragraphs (c)(1) and (c) (2), above, shall be included in all applicable subcontracts and a copy kept on file by the prime contractor. The prime contractor shall be required to furnish copies of the certifications to the Authority upon request.
II. **FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK**

(a) Offeror must give advance notice to the Owner if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The District may terminate any Agreement or if the Owner determines that the person or business entity failed to give notice as required by this paragraph or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly held corporation.

(b) Offeror will obtain criminal history record information that relates to an employee, applicant for employment, or agent of the Offeror if the employee, applicant, or agent has or will have continuing duties related to the contracted services; and the duties are or will be performed on school property or at another location where students are regularly present. The Offeror certifies to the Owner before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Offeror shall assume all expenses associated with the background checks, and shall immediately remove any employee or agent who was convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, from Owner property or other location where students are regularly present. District shall be the final decider of what constitutes a “location where students are regularly present.” Offeror’s violation of this section shall constitute a substantial failure.

(c) If the Offeror is the person or owner or operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review, and must submit original evidence acceptable to the District with this Agreement showing compliance.

Signature below acknowledges compliance with Section I. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION and Section II. FELONY CONVICTION NOTIFICATION AND CRIMINAL BACKGROUND CHECK.

**SIGNATURE OF OFFEROR:** ___________________________  **DATE:** ______________

**PRINTED/TYPED NAME OF OFFEROR:** ______________________________

**COMPANY NAME:** ______________________________  **TEL #:** __________________________
RICHARDSON INDEPENDENT SCHOOL DISTRICT
PURCHASING DEPARTMENT

Notice to Vendors: Conflict of Interest Questionnaire Required by Chapter 176 of the Texas Local Government Code

Effective January 1, 2006, any person or entity who contracts or seeks to contract with RISD for the sale or purchase of property, goods, or services (as well as agents of such persons) (hereafter referred to as Vendors) are required to file a Conflict of Interest Questionnaire with the District. Each covered person or entity who seeks to or who contracts with RISD is responsible for complying with any applicable disclosure requirements. RISD will post the completed questionnaires on its website.

The Conflict of Interest Questionnaire must be filed:

- No later than the seventh business day after the date that the Vendor begins contract discussions or negotiations with the government entity, or submits to the entity an application, response to a request for proposal or bid, correspondence, or other writing related to a potential agreement with the entity.

- The Vendor also shall file an updated questionnaire not later than September 1 of each year in which a covered transaction is pending, and the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate.

Note: A Vendor is not required to file an updated questionnaire if the person had filed an updated statement on or after June 1, but before September 1 of the year.

Please sign and return the following Conflict of Interest Questionnaire from the Texas Ethics Commission with your bid/proposal to the following address:

Richardson Independent School District
Attn: Purchasing Department
970 Security Row
Richardson, Texas 75081

The Local Government Officers of the Richardson Independent School District are:

Board of Trustees:
Adam Meierhofer – Place 1
Kim Caston – Place 2
Kris Oliver – Place 3
Lanet Greenhaw – Place 4
Vacant – Place 5
Justin Bono – Place 6
Kristin Kuhne – Place 7

Superintendent: Kay Waggoner, Ph.D.
CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

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 176.009(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. An offense under this section is a Class C misdemeanor.

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

Will the named person receive taxable income from your company?

Will you or your company receive taxable income from the named person (not the RISD)?

Does the named person serve as an officer or director of your company? Do they own 10% or more of your company?

What is your relationship with the named person. Describe each.

Your signature and date

Signature of person doing business with the governmental entity

Date

FORM CIQ

OFFICE USE ONLY

Date Received

Vendor or Business Name

Superintendent or Board member with whom you have a personal or business relationship

Adopted 06/29/2007

THIS FORM IS REQUIRED TO BE COMPLETED AND RETURNED IN STEP-ONE OF YOUR PROPOSAL
CONFLICT OF INTEREST QUESTIONNAIRE
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 176.008(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.

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