

McLENNAN CENTRAL  APPRAISAL DISTRICT

REQUEST FOR PROPOSALS

RELEASE DATE: Thursday, February 8, 2024

RFP 2023-3: RFP, Construction Manager-at-Risk (CMAR), for Addition and Renovation to Appraisal District Office.

PRE-BID WALK-THROUGH: Thursday, February 22, 2024, 10:00 AM CST

Meet Location: McLennan Central Appraisal District
315 S. 26th Street
Waco, TX 76710

Point of Contact: Jim Halbert, Interim Chief Appraiser

Phone Number: 254-752-9864

FINAL QUESTION SUBMITTAL DATE AND TIME: Monday, March 11, 2024, 12:00 pm CST

BID CLOSING DATE AND TIME: Wednesday, March 13, 2024 2:00 pm CST

MAIL OR DELIVER SEALED PROPOSALS TO:
McLennan Central Appraisal District
"RFP22-013 – CMAR"
315 S. 26th Street, Waco, TX 76710
Faxed or emailed bids will **NOT** be accepted.

INVITATION TO BID ISSUED BY:
Jim Halbert, Interim Chief Appraiser
ca@mcleannacad.org
254-752-9864

I. BIDDER INSTRUCTIONS

- A.** Scope of Work, Addenda/Addendum(s) Requirements and Specifications, for RFP-2023-3 Construction Manager-at-Risk (CMAR), may be obtained by contacting the Interim Chief Appraiser by phone at (254) 752-9864 or can be downloaded from the McLennan Central Appraisal District (MCAD) Website: www.mclennanCAD.org.

Note: If downloading a copy of this request for proposals and your firm intends to submit a proposal, please send an email to Jim Halbert at ca@mclennanCAD.org or call (254) 752-9864. This will allow the Interim Chief Appraiser to easily issue any notifications, addenda(s), or changes issued, to the anticipated respondent(s).

- A.1.** It is the responsibility of a respondent to periodically check the website or call for any updates or addenda(s) to this request.
- A.2.** This RFP is for the convenience of submitting responses for the enclosed RFP2023-3 Construction Manager-at-Risk (CMAR), for MCAD. MCAD is always very conscious and extremely appreciative of the time expended to submit proposals. We would appreciate your indicating on any "no offer" response and requirements of this RFP, which may have influenced your decision to "no offer".
- A.3.** Responses shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract, and marked clearly on the outside.

- A.4. Optional, Walk-Through:**
Thursday, February 22, 2024, 10:00 AM CST

Meet Location:

McLennan Central Appraisal District
315 S. 26th Street
Waco, TX 76710

Point of Contact: Jim Halbert, Interim Chief Appraiser

Phone Number: 254-752-9864

B. Return and Submittal of Sealed Proposal(s):

- B.1.** Sealed responses, shall be received by MCAD by closing date and time **Wednesday, March 13, 2024 2:00 pm CST**

- B.2.** Submittal(s) should contain **two (2) copies of the complete response.**

- B.3.** Submittal(s), shall be received in a sealed envelope, box, or container at the below address, clearly and plainly marked:

Company Name and Address

MCAD Interim Chief Appraiser

"RFP 2023-3 CMAR"

315 S. 26th Street

Waco, TX 76710

B.4. Response Withdrawal or Change:

- a. Respondent(s) may withdraw response(s) at any time prior to the official opening.
- b. To guarantee the authenticity of the change, responding proposer shall initial alterations made prior to bid opening date and time.
- c. After the official opening, statements may not be amended or altered, and may not be withdrawn without the approval of MCAD Board of Directors.

- B.5.** Late bid(s) or bid(s) not received by closing date and time shall **NOT** be considered. MCAD is not responsible for the lateness of mail carriers, weather conditions, etc.

- B.6.** Emailed or faxed bid response(s) shall **NOT** be accepted.

C. Submittal of Confidential Material:

Any material that is to be considered as confidential in nature must be clearly marked as such by the respondent and will be treated as confidential by MCAD.

D. Public Opening:

- D.1.** Opening will take place in the Conference Room, 315 S. 26th Street, Waco, TX 76710, **Wednesday, March 13, 2024**, following the **2:00 pm** closing date and time, at which time bids will be opened and read aloud. Responding vendors, their representatives, and interested persons may be present.
- D.2.** Responses received shall only be acknowledged at opening as to avoid disclosure of the contents of competing firm(s) and kept confidential during the negotiation/evaluation process.
- D.3.** All statements shall be open for public inspection if/after the Contract is awarded, except for trade secrets and confidential information contained in the proposal so identified by responding firm(s) as such.

E. Acceptance and Rejection of Statements:

It is to be understood that MCAD reserves the right to accept or reject any and all responses if deemed to be in the best interest of MCAD. MCAD also reserves the right to waive any technicalities where such is in MCAD's best interest.

F. Firm/Vendor Responsibility:

- F.1.** It is the responsibility of each service provider before submitting Responses:
 - a. To examine thoroughly the contract documents and other related data identified in the proposal documents.
 - b. To consider federal, state, and local laws and regulations that may affect costs, progress, performance, or furnishing of the work.
 - c. To promptly notify MCAD of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in or between the contract documents and such other related documents.
- F.2.** All insurance requirements, including Worker's Compensation as outlined in Texas State Statutes, must be met by the successful offeror prior to any delivery and shall remain in effect during the life of this contract. Failure to provide the required certificates upon submission of the proposal could result in the offer being declared non-responsive.

II. GENERAL PROVISIONS

A. Evaluation Criteria and Factors: MCAD reserves the right to negotiate with any and all individuals or firms that submit proposals. Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, and Women Business Enterprises are encouraged to submit Responses.

- A.1. The responses will be evaluated and scored on their response to this solicitation and the qualifications submitted only. The selection will be based on the basis of demonstrated competence, qualifications to perform the services, and best value to MCAD based on selection criteria and its evaluation and ranking of the respondents.
- A.2. Ranking information will not be made publicly available until after the agreement is awarded, which shall not be final until an agreement is executed.
- A.3. MCAD, will enter into negotiations with the Firm(s) that by score, have been deemed as the best and qualified response(s). If an agreement cannot be reached with the respondent(s), MCAD will cease negotiations with these respondent(s) and enter into negotiations with the next highest evaluated respondent(s) in line. This process will continue until an agreement can be concluded.

B. SCOPE OF WORK

MCAD is requesting proposals for Construction Manager-at-Risk for an addition and renovation of the district office. The anticipated project will consist of a 2,750 square foot addition for a customer service counter, waiting area, two 12' x 12' hearing rooms, and approximately 23,500 sf addition to parking lot. The site is located at 315 S 26th Street, Waco TX. 76710.

The estimated cost for this project is **\$1,500,000** (One Million, five hundred thousand dollars).

This RFP shall be in accordance with Texas Government Code; Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management Chapter 2269. Contracting and Delivery procedures for Construction projects. Link: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2269.htm>.

Architect and Project Manager: Sterling Thompson, Sterling and Kap Architects, LLC., 2416 Columbus Ave., Waco, TX 76701.

- C. Respondents will be ranked in accordance with the scores derived from the evaluation criteria listed below.

Proposals will be evaluated in accordance with the following factors:

Qualification Criteria	Total Points (pts.)										
1. Experience	60										
<table border="0"> <thead> <tr> <th>Factor</th> <th>Max pts.</th> </tr> </thead> <tbody> <tr> <td>• <u>Number of CMAR projects previously worked on as CMAR</u></td> <td>25 pts.</td> </tr> <tr> <td>• <u>Past County experience with respondent</u></td> <td>5 pts.</td> </tr> <tr> <td>• <u>Previously worked on projects, located in county, general region</u></td> <td>10 pts.</td> </tr> <tr> <td>• <u>Experience in project construction management</u></td> <td>20 pts.</td> </tr> </tbody> </table>	Factor	Max pts.	• <u>Number of CMAR projects previously worked on as CMAR</u>	25 pts.	• <u>Past County experience with respondent</u>	5 pts.	• <u>Previously worked on projects, located in county, general region</u>	10 pts.	• <u>Experience in project construction management</u>	20 pts.	
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2. Work Performance	25										
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3. Capacity to Perform	15										
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• <u>Adequacy of Resources</u>	5 pts.										
• <u>Capacity to obtain performance/payment bond and insurance</u>	5 pts.										
Total	100										
Proposal Criteria											
1. Cost	40										
2. Level of Supervision and responsiveness during construction	15										
3. Cost Estimation Capabilities	25										
4. Interview	20										
Total	100										
Grand Total	200										

- D. The award of this Contract shall be made to the responsible firm, whose proposal is determined to be the best evaluated offer, taking into consideration the relative importance of evaluation factors set forth in this RFP.

III. QUESTIONNAIRE for STATEMENT of QUALIFICATION(S):

* In submitting separate pages attached hereto, please indicate which item you are responding to (i.e. additional page(s) added for response to Section IV, 1.2 estimated construction cost).

1. MCAD is looking for Firms with a strong background of renovation projects.
 - 1.1. On separate page(s) attached hereto, please identify any complicated renovation projects that your firm has performed. (Referenced experience on projects should be of a similar size whether as a CMAR or General Contractor).

- 1.2.** On separate page(s) attached hereto, please provide, no more than ten (10) projects of a similar size to the project which your firm has constructed. For each project, please provide:
- (i.) identification of the Owner;
 - (ii.) a contact person of the Owner with knowledge regarding the project;
 - (iii.) the project name;
 - (iv.) a description of the project, including project size, project deadlines, and the project budget;
 - (v.) whether the project was constructed within the project budget; and
 - (vi.) whether the construction was completed within the time for completion stated in the contract for the project.

- 1.3. CMAR Project Delivery Method Experience:** On separate page(s) attached hereto, please identify up to five (5) projects in which your firm has served as the CMAR. **(Please do not include projects where your firm only acted as a general contractor-at-risk or had no involvement in the design process.)** For each project identified, also provide:

- (i.) identification of the Owner;
- (ii.) a contact person of the Owner with knowledge regarding the project;
- (iii.) the project name;
- (iv.) a description of the project, including project size, project deadlines, and the project budget;
- (v.) whether your firm actually participated in design review and estimating costs as part of a pre-construction phase;
- (vi.) the level of completion of the formal design process when your firm was engaged;
- (vii.) whether the GMP that you proposed was within the project budget;
- (viii.) whether the project was constructed within the project budget; and
- (ix.) whether the construction was completed within the time for completion stated in the contract for the project.

- 1.4. Estimates of Construction Costs:** On separate page(s) attached hereto, please identify any special resources, software, programs, or personnel with special knowledge in cost estimation that your firm employs or uses to estimate costs.

Note: *If questions are checked yes, please provide details on separate page(s) attached hereto. In submitting separate pages attached hereto, please indicate which item you are responding to (i.e. additional page(s) added for response to Section IV, 1.2 estimated construction cost).

a. **Accuracy of Cost Estimates:** Understanding that there are many issues that are outside of the control of the person(s) estimating costs and that such estimates are not guarantees, please provide examples of your firm's effectiveness in estimating construction costs below.

b. **Cost Estimators:** Does your firm have on staff a professional cost estimator who would be used for this Project? Please Check One (1) *Yes: No:

Note: *If questions are checked yes, please provide details on separate page(s) attached hereto. In submitting separate pages attached hereto, please indicate which item you are responding to (i.e. additional page(s) added for response to Section IV, 1.2 estimated construction cost).

- 1.5. Key Personnel Assigned to this Project:** On separate page(s) attached hereto, please identify the key personnel who would be assigned to this Project if the firm is selected, and include a brief biography of each person which includes their qualifications and experience. In addition, identify whether they were involved in any of the projects identified in 1.1, 1.2, and 1.3 above and explain their experience with such projects.

- 1.6. On separate page(s) attached hereto, please provide any endorsements, awards, or recognitions received by your firm from any construction group or organization.

2. Bonding, Legal, Reputation, and Past Performance:

- 2.1. What is your firm's bonding capacity? _____
- 2.2. On separate page(s) attached hereto, please list all bonding companies that have issued performance and/or payment bonds with regard to projects your firm has been responsible for during the last five (5) years.
- 2.3. Has a bonding company ever had to complete a project that your firm was under a contract to construct? Please Check One (1) *Yes: No:
- 2.4. In the last five (5) years has a bonding company paid money under a performance bond securing your firm's performance? Please Check One (1) *Yes: No:
- 2.5. In the last five (5) years has a bonding company paid money under a payment bond securing your firm's payment of subcontractors or materialmen? Please Check One (1) * Yes: No:
- 2.6. In the last five (5) years, has an owner terminated a contract with your firm for a project prior to completion? Please Check One (1) *Yes: No:
- 2.7. In the last five (5) years, has an owner sent your firm a notice of default on a contract for a project? Please Check One (1) *Yes: No:
- 2.8. In the last ten (10) years, has your firm been sued by the owner of a project with regard to the project? (Include the parties, the nature of the litigation, the court, the cause number, and the results of such litigation if completed.) Please Check One (1)*Yes: No:
- 2.9. In the last five (5) years, has your firm been involved in any mediation or arbitration proceedings relating to a project? Please Check One (1) *Yes: No:
- 2.10. In the last ten (10) years, has your firm been involved in any judgment rendered by a court against the firm in any sort of litigation? Please Check One (1) *Yes: No:
- 2.11. In the last ten (10) years have your firm paid any settlement to the owner of a project in an amount exceeding \$25,000? Please Check One (1)*Yes: No:
- 2.12. Has your firm paid liquidated damages exceeding \$2,500 on a project during the last five (5) years ("paid" as used herein includes offsets against money owed to the firm)? Please Check One (1) *Yes: No:
- 2.13. During the last five (5) years has your firm been adjudged insolvent? Please Check One (1)*Yes: No:

3. Other Capabilities and Resources:

Note: *If questions are checked yes, please provide details on separate page(s) attached hereto. In submitting separate pages attached hereto, please indicate which item you are responding to (i.e. additional page(s) added for response to Section IV, 1.2 estimated construction cost).

- 3.1. On separate page(s) attached hereto, please generally identify the reasons that you believe that your firm would be effective in the management of the construction of a project of this size and your support for

those reasons.

- 3.2.** On separate page(s) attached hereto, please describe your firm's approach to performing preconstruction services.
- 3.3.** Will your firm use local subcontractors where they have similar levels of qualifications and experience, and have submitted comparable pricing? Please Check One (1) *Yes: No:
- a. On separate page(s) attached hereto, please describe the steps that will be taken if defects in subcontractor work are identified.
- 3.4.** On separate page(s) attached hereto, please describe when and how your firm typically attempts to stimulate subcontractor interest in a project.
- 3.5.** Is your firm financially capable of taking on a project of this size? Please Check One (1) *Yes: No:
- 3.6.** Does your firm have the financial ability to fund construction costs payable between draws?
Please Check One (1)* Yes: No:
- 3.7.** Provision of Required Insurance and Bonding: Can your firm provide the insurance and bonding required for this Project? (The insurance requirements in Section V. Insurance Requirements.)
Please Check One (1) *Yes: No:

4. Supervision and Responsiveness:

Note: * In submitting separate pages attached hereto, please indicate which item you are responding to (i.e. additional page(s) added for response to Section IV, 1.2 estimated construction cost).

- 4.1.** On separate page(s) attached hereto, please describe your firm's policy or practice on keeping the owner informed of the status of the project or issues that may arise during the project.
- 4.2.** On separate page(s) attached hereto, please describe your firm's approach to quality control during construction.
- 4.3.** On separate page(s) attached hereto, please describe your firm's approach to scheduling management.
- 4.4.** On separate page(s) attached hereto, please identify the level of supervision that CMAR will maintain at the project during construction. Also, consider and provide the below information with a response:
- a. Will there be supervision at all times during construction or just during certain times?
- b. Will there be a project manager or project superintendent assigned to the project who will have this project as their sole assignment?
- c. Will the project manager or project superintendent reside in McLennan County, throughout the duration of this project?
- i. If the project manager or project superintendent will not reside in McLennan County, throughout the duration of this project, what is their lead time to respond to the project site when contacted?

IV. Questionnaire for Construction Manager at Risk Services

A. Preconstruction Phase

A.1 Preconstruction services of the CMAR include:

- a) making a preliminary evaluation Of the Owner's programmatic and budget requirements, and any scheduling requirements;

- b) coordinating with the Owner and the Architect to discuss and consult upon the programmatic and budgetary requirements, scheduling, Project Components and Subcomponents proposed, and the Project scope;
- c) review the Project Concept and provide opinions or recommendations on constructability of the Project Concept;
- d) identify and provide information to the Architect and Owner on general trends, market conditions, and forecasts for labor, materials, and equipment costs and availability, and on lead times for procurement of materials;
- e) identify other factors that could affect Project cost and scheduling
- f) assist the Architect in the identification of necessary trades, materials, building systems, and quality requirements;
- g) recommend alternative systems or materials where less costly and of similar quality;
- h) provide information requested by the Architect to assist in the development of Schematic Design Documents, Design Development Documents, and Construction Documents including costing of materials and systems or alternatives thereto;
- i) consult with the Architect and Owner regarding any potential alternatives or options for cost savings identified by the CMAR;
- j) Schematic Design Documents, Design Development Documents, and Construction Documents;
- k) report to the Architect any errors, omissions, conflicts, or needed clarifications noted by the CMAR during the review of the Concept Documents, the Schematic Design Documents, the Design Development Documents, Construction Documents. [This shall not create a duty upon the CMAR to protect the Architect from errors or omissions, create liability of the CMAR to the Architect, or release the Architect from its duties, obligations, or potential liability for any such matters. This is to obtain review from a constructor's viewpoint];
- l) develop and provide to the Owner and Architect the estimate of cost at each stage of the design process;
- m) assist the Owner and the Architect in identifying and prioritizing programmatic and budgetary requirements, and Components and Subcomponents of Project scope;
- n) work with the Owner and the Architect in identifying budgetary shortfalls and alternatives and options available;
- o) assist the Architect in developing recommendations to the Owner for adjustments to the project Concept scope, size, requirements, budget, and/or quality in order to arrive at an Adjusted project
- p) Cooperate with the Architect and the Owner,
- q) participate in Preconstruction planning meetings with the Owner and the Architect for the purpose of determining how to move forward and identifying additional issues that may need to be addressed, or additional information needed, before proceeding to the Construction Phase.
- r) At all stages the CMAR Will be expected to develop subcontractor interest in the Project.
- s) The CMAR's Preconstruction Phase services will be compensated on a fixed fee basis.

A.2 Additional Preconstruction Services

CMAR's provision of Construction Phase services is dependent upon the parties reaching a mutually acceptable agreement for the Project. If no mutually agreed Agreement is reached, the Owner will proceed on with other options.

CMAR will be actively involved in the Documents Phase, and during which the CMAR will be required to provide additional cost estimates and will coordinate with the Architect to develop recommendations to the Owner for any further adjustments to the Project scope and/or budget.

The Construction Phase involves the CMAR's Guaranteed Maximum Price (GMP) Proposal, CMAR contingency proposal, Substantial Completion Proposal, and negotiation of the Owner and CMAR thereon. If agreements cannot be reached on these matters, the agreement terminates.

If agreements are reached as to the GMP, CMAR contingency, and time for completion, the CMAR bids and obtains subcontracts for the work, subject to special requirements in the agreement. This bidding will be considered part of pre-construction services.

B. Construction Phase Services Generally.

CMAR's services in the Construction Phase essentially involve all construction, construction supervision and coordination, work, materials, equipment, labor, and other items necessary to deliver the completed Project to the Owner: constructed in compliance with the Contract Documents, and all requirements inferred therefrom; and at a total cost to the Owner not to exceed the GMP. Obviously, this is a summarized description and is not an exhaustive identification of all services of the CMAR in the Construction Phase, which are essentially all services necessary or proper to deliver the project as set forth above. In accordance with applicable law, a 5% retainage will apply in the Construction Phase to the CMAR's Construction Phase services. Construction Phase services are compensated by the CMAR Construction Phase Fee established in the Proposal.

Attached hereto as Exhibit A is the Additional Information Questionnaire.

This form MUST be used as part of each proposal (attached behind the Proposal). The addition of pages where necessary is provided for in the form itself. If the form requires the provision of records or other items, such must be attached to the form.

C. Pricing

C.1 Preconstruction Phase Fixed Fee. Compensation for the Preconstruction Phase services will be a fixed fee. The fixed fee proposed by a respondent should represent the estimated actual labor, overhead, and expenses that will be incurred by the respondent in providing the Preconstruction Phase services, plus a profit component, and a reasonable allowance for contingencies. The fee is payable by reference to benchmarks tied to the progress of the design phase.

C.2 CMAR Construction Phase Fee. The compensation to the CMAR for its construction phase services is the CMAR Construction Phase Fee. The CMAR Construction Phase Fee means the fee charged by the CMAR for its Construction Phase Services in lieu of profit, any overhead not reimbursable as CMAR General Conditions Costs or otherwise under the CMAR Agreement, risk of cost overruns, and other such matters. In sum, the CMAR Construction Phase Fee is to cover all costs or potential costs not identified for reimbursement in the CMAR Agreement, and profit expectations Of the CMAR. The fee is stated as a percentage Of Construction Costs actually incurred less the CMAR Construction Phase Fee component of those Construction Costs [CMAR Fee% x Construction Costs with the CMAR Construction Phase Fee component removed]. The fee is paid as part of the Project progress payments based on the stage of completion of the construction.

D. Draft Agreement

A draft CMAR agreement is attached hereto as Exhibit B. The agreement will be changed and refined further, but the core terms should assist you in making your proposal.

E. Records

CMAR Agrees to make its records with regard to this project available on reasonable request by the Owner. CMAR must maintain its records regarding this project for three years after Final Payment.

V. General Contract Terms and Conditions

- A.** This proposal, submitted documents, and any negotiations, when properly accepted by MCAD, shall constitute a contract, equally binding between the successful proposer and MCAD. No different or additional terms will become a part of this contract with the exception of a Change Order.
- B. **Funding:**** Funds for payment may be provided through the MCAD budget approved by MCAD Board of Directors for this fiscal year only. State of Texas Statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.
- C. **Applicable Laws:**** Awarded Firm shall comply with all federal, state, county, and local laws governing or covering this type of service.
- D. **Indemnification:**** Successful Firm shall defend, indemnify, and hold harmless MCAD and all its officers, agents, and employees against all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful firm, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful firm shall pay any judgment with cost which may be obtained against MCAD, growing out of such injury or damages.
- F. **Confidentiality:**** All information disclosed by MCAD to the successful bidder for the purpose of the work to be done or information that comes to the attention of the successful bidder during the course of performing such work is to be kept strictly confidential.
- G. **Insurance:**** Before commencing work, the successful firm shall be required, at his own expense, to furnish the MCAD point of contact within ten (10) days of notification of award with evidence showing errors and omissions insurance providing a prudent amount of coverage for the willful or negligent acts of omissions of any officers, employees or agents of the proposer.
- H. **Addenda:**** Any interpretations, corrections, or changes to this request will be made by addenda. Sole issuing authority of addenda shall be vested in MCAD point of contact. Addenda will be emailed to all who are known to have received a copy of this Bid and will also be available on the MCAD website.
- I. **Change Orders:**** No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by MCAD point of contact.
- J. **Assignment:**** The successful vendor shall not sell, assign, transfer, or convey any contract resulting from this Bid, in whole or in part, without the prior written consent of MCAD Directors.
- K. **Venue:**** This agreement shall be governed and construed according to the laws of the State of Texas. This agreement is performable in McLennan County, Texas.
- L. **Ownership of Information:**** All information (documents, drawings, plats, and other work products of the vendor) produced under this agreement with the qualified Engineering Firm shall be owned by MCAD.
- M. **Equal Opportunity Employer-MCAD:**** MCAD is an Affirmative Action/Equal Opportunity Employer and strives to attain the goals of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended. Link: <https://www.tdhca.state.tx.us/program-services/hud-section-3/definitions.htm>
- N. **Equal Opportunity Employer-Contractors:****
During the performance of this contract, the contractor (which includes CMAR) agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor.

O. Non-Discrimination:

Contractor agrees to comply with all federal non-discrimination laws including, but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

P. Anti-kickback Statute.

Each party certifies that it will not violate the federal anti-kickback statute, set forth at 42 U.S.C. 1320a-76(6) ("Anti-Kickback Statute"), or the federal Stark Law, set forth at 42 U.S.C. 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.

Q. Davis-Bacon Act.

All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

R. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C.

3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

S. PREVAILING WAGE

It is Contractor's responsibility to assure that subcontractors are paying at least the applicable prevailing wage determined for the region by the Department of Labor.

T. Termination of Contract: This contract shall remain in effect until the contract expires, completion and acceptance of services, or default. MCAD reserves the right to terminate the contract immediately in the event the successful vendor fails to:

1. Meet delivery or completion schedules, or
2. perform in accordance with the accepted proposal.
3. Breach of contract or default authorizes MCAD to award to another vendor, purchase elsewhere, and charge the full increase cost to the defaulting vendor.
4. Either party may terminate this contract with a thirty (30) day written notice prior to either party stating cancellation.
5. The successful vendor must state therein the reasons for such cancellation. Prior written notice must be delivered in person or sent by registered or certified mail, return receipt requested, proper postage paid, and properly addressed to the other party at the address on the affidavit for the contractor or to MCAD, 315 S. 26th Street, Waco, Texas 76710.

U. Performance of Contract: MCAD, reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of MCAD, in the event of breach or default or resulting contract award.

VI. Invoices and Payments

A. Invoices:

A.1. Invoices shall be mailed directly to:

MCAD
315 S. 26th Street
Waco, TX 76710

A.2. Invoices shall include:

- a. Name and address of successful vendor;
- b. Detailed breakdown of all charges for the services or products delivered stating any applicable period of time;
- c. Invoices shall be based upon actual services rendered and actual hours of performance and/or products delivered.

B. Payment:

Payment will be made upon receipt and acceptance by MCAD of all completed services and/or products ordered and receipt of a valid invoice, in accordance with the [Texas Government Code, Chapter 2251](#). **Link:** <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2251.htm>

VII. INSURANCE REQUIREMENTS

The following insurance is required to be provided and maintained by the CMAR:

Commercial General Liability	
BI & PD Each Occurrence	\$2,000,000
BI & PD General Aggregate	\$3,000,000
Products & Completed Operations	\$1,000,000
Fire & Legal Liability	N/A
Medical Expenses	\$5,000
Builder’s Risk	Project Budget or GMP
Commercial Auto Liability	
Bodily Injury Each Person	\$1,000,000
Bodily Injury Each Accident	\$3,000,000
Property Damage Each Occurrence	\$1,000,000
Combined Single Limit	\$3,000,000
Umbrella Liability (Excess)	
Over GL, Auto & Employers Liability	\$1,500,000
Workers’ Compensation	Per Statutory Provisions
Employer’s Liability	\$500,000

MCAD and Architect must be additional insureds on liability policies, except workers’ compensation

Waiver of subrogation against MCAD required on all insurance, including workers’ compensation

MCAD must be an insured on Builder’s Risk insurance.

30-day termination notice to insureds, additional insureds, and loss payees is required.

Proof of insurance must be submitted within 10 days of execution of the contract, and before any work begins.

Subcontractors either must carry workers’ compensation insurance or be covered by the CMAR’s workers’ compensation insurance as required by Texas law for public construction projects.

IS YOUR COMPANY ABLE TO MEET THESE INSURANCE REQUIREMENTS? Yes _____ No _____

VIII. BONDING REQUIREMENTS

CMAR shall provide a performance bond in the amount of the GMP conditioned on faithful performance of the work for the Project in accordance with die plans and specifications. Said bond shall be executed by a corporate surety or sureties duly authorized by the State of Texas to issue surety bonds. Said bond(s) shall be in the form required by Texas law, and acceptable to due Owner, and shall be payable to die Owner. The bond must be provided to due Owner within 10 days of an agreed GMP being reached, and before any work is begun.

CMAR shall a payment bond guaranteeing payment of laborers, contractors, subcontractors, and materialmen in the full amount of the GMP for the Project work. Such bond shall be executed by a corporate surety or sureties duly authorized and admitted to do business in the State of Texas to issue surety bonds. Said bond(s) shall be in the form required by Texas law, be in a form acceptable to the Owner and be payable to the Owner. The bond must be provided to the Owner within 10 days of an agreed GMP being reached, and before any work is begun.

IS YOUR COMPANY ABLE TO MEET THESE BONDING REQUIREMENTS? Yes _____ No _____

Three(3) Non-Owner References Form

Reference One

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Email: _____

Phone: _____ **Fax:** _____

Contract Period: _____ **Scope of Work:** _____

Reference Two

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Email: _____

Phone: _____ **Fax:** _____

Contract Period: _____ **Scope of Work:** _____

Reference Three

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Email: _____

Phone: _____ **Fax:** _____

Contract Period: _____ **Scope of Work:** _____

Three (3) Owner References Form

Reference One

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Email: _____

Phone: _____ **Fax:** _____

Contract Period: _____ **Scope of Work:** _____

Reference Two

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Email: _____

Phone: _____ **Fax:** _____

Contract Period: _____ **Scope of Work:** _____

Reference Three

Government/Company Name: _____

Address: _____

Contact Person/Title: _____

Email: _____

Phone: _____ **Fax:** _____

Contract Period: _____ **Scope of Work:** _____

Statement of Compliance Form: (Required with bid response)

With respect to MCAD, the following statement must be signed and submitted as part of your proposal response:

This RFP shall be in accordance with Texas Government Code; Title 10. General Government, Subtitle F. State and Local Contracts and Fund Management Chapter 2269. Contracting and Delivery procedures for Construction projects.

Link: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2269.htm>.

We hereby acknowledge receipt of the Request for Proposals (RFP), to provide Construction Manager-at-Risk, CMAR, services to MCAD. Respondents to this RFP must comply with the proposal requirements. Failure to do so may result in disqualification from the proposal process. A complete copy of this RFP, with a signed copy of this page, shall accompany your qualification statement response(s).

Responses shall not be altered following the proposal opening on Wednesday, March 13, 2024; 2:00 P.M. CST unless requested by MCAD.

In submitting a response to this RFP, we demonstrate our full understanding of the requirements of prospective respondents and offer the services of our firm as capable of meeting the specified needs of MCAD.

We hereby certify that our proposal conforms to the RFP except as specifically detailed below:

The undersigned affirms that they are duly authorized to execute these statements of qualifications, on behalf of their firm and, that these statements have not been communicated to any other vendor prior to the official opening of this RFP.

Note: Signed statement required with bid response; all unsigned responses shall be disqualified.

Printed Company Name: _____

Authorized Printed Name: _____ **Signature:** _____

Title: _____ **Phone Number:** _____

Email: _____

IX. Applicable Forms:

A. Responding Bidder Information (Required with bid response)

RE: RFP 2022-3- Construction Manager-at-Risk, CMAR, Services

Bidder General Information:

Company Name: _____

Doing Business As (DBA, if applicable): _____

FEI/SSN: _____ DUNS #: _____
(If Applicable: Federal (SAM) Number)

Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____ Contact Title: _____

E-Mail: _____ Website: _____

Phone Number: _____ Fax #: _____

B. Interested Parties Disclosure

House Bill 1295 creates a new filing requirement for persons who contract with local government entities.

This may be found in Chapter 2252 of the Government Code. 1295 Link:

<https://www.ethics.state.tx.us/filinginfo/1295/> 2252 Link: <https://statutes.capitol.texas.gov/docs/gv/html/gv.2252.htm>

MCAD may not enter into a contract with a business entity unless the business entity submits a disclosure of interested parties to MCAD at the time the business entity submits the signed contract to MCAD. This applies to a contract of MCAD that requires an action or vote by the governing body of MCAD before the contract may be signed. The MCAD Directors must approve every contract submitted to MCAD. The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission at <https://www.ethics.state.tx.us/filinginfo/1295/>.

A copy of the 1295 form can be found at <https://www.ethics.state.tx.us/TECCertInt/pages/login/certLogin.jsf>. The 1295 cannot be filled out by hand. You must use the filing application to generate the form and print it from there.

Note: The disclosure of interested parties form does not have to be filled out and submitted with the bid or proposal, although it is recommended. This Form must be completed after a Contract has been tendered and the Contract will not be considered complete until this form has been completed.

C. Suspension and Debarment (Required with bid response)

State of Texas:

State of Texas Debarred Vendor List Link:

<https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/debarred-vendors.php>

The Offeror certifies that they are not on the list of vendors debarred from conducting business with the State of Texas.

Printed Company Name: _____

Authorized Printed Name: _____ **Signature:** _____

D. Certification Required by Texas Government Code Section 2274(Required with bid response)
Link: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.htm>

By signing below, Company hereby certifies the following:

1. Company does not do business with certain foreign-owned companies designated by the governor as a threat to threat to critical infrastructure; and
2. Company will not be granted direct access or remote access to or control of critical infrastructure in this state.

The following definitions apply to this state statute:

- (1) "Critical Infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.
- (2) "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit. Company may not be owned or controlled in China, Iran, North Korea, or Russia.

Printed Company Name: _____

Authorized Printed Name: _____ **Signature:** _____

E. Certification Required by Texas Government Code Section 2274(Required with bid response)
Link: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2274.htm>

By signing below, Company hereby certifies the following:

1. Company does not discriminate against Firearm and Ammunition Companies.

The following definitions apply to this state statute:

- (1) "Company" means a for-profit organization, corporation, partnership, joint venture, Limited Liability Company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exist to make a profit. The term does not include a sole proprietorship.

- (2) "Discrimination" applies only to a contract that has at least 10 full-time employees; and has a value of at least \$100,000 that is paid wholly or partly from public funds of the government entity.

Printed Company Name: _____

Authorized Printed Name: _____ **Signature:** _____

Note: Texas State law requires certification from a company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount. (SB-2116 & SB-19)

F. Certification Required by Texas Government Code Section 2270.001(Required with bid response)
Link: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2270.htm>

By signing below, Company hereby certifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

The following definitions apply to this state statute:

- (1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Printed Company Name: _____

Authorized Printed Name: _____ **Signature:** _____

G. Certification Required by Texas Government Code Section: 2252.151
(Required with bid response) Link: <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>

By signing below, Company hereby certifies the following:

1. Company does not do business with Iran, Sudan, or a foreign terrorist organization; and
2. Company will not do business with Iran, Sudan, or a foreign terrorist organization during the term of the contract.

The following definitions apply to this state statute:

- (1) "Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.; and
- (2) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly-owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exist to make a profit.

Printed Company Name: _____

Authorized Printed Name: _____ **Signature:** _____

Note: Texas State law requires certification from a company for contracts (which includes contracts formed through purchase orders) involving goods or services regardless of the amount.

H. DISCLOSURE REQUIREMENT(S) FORMS

i. Chapter 176 of the Local Government Code creates a new filing requirement for persons who contract or are seeking to do business with local government entities to make financial and business disclosures.

176 Link: <https://texas.public.law/statutes/tex. local gov't code title 5 subtitle c chapter 176>

a. Conflicts Disclosure Statements (Section 176.003)

Link: <https://texas.public.law/statutes/tex. local gov't code section 176.003>

1.a.1. A vendor or other person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity, or is an agent of a vendor or person who is seeking to contract with MCAD must file a Conflict of Interest Questionnaire <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf> within seven (7) business days of:

- a. Beginning contract discussions or negotiations; or
- b. submitting an application, response to a request for proposal or bid; or
- c. Other communication related to a potential contract.
- d. Failure to file a questionnaire is a class C misdemeanor.

b. Conflicts of Interest Questionnaire, CIQ (Required with bid response)

Link: <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

1.b.1. A vendor (any person, business entity, or their agent) who enters or seeks to enter into a contract with MCAD, whether they are successful or not, for the sale or purchase of real property, goods, or services, must submit a "**Conflict of Interest Questionnaire**", CIQ Form.

- a. Conflict of Interest Questionnaire, CIQ Form, is required to be completed and submitted with Bid response.

Note: As part of this bid or proposal packet, please mark "**Not Applicable, N/A**" on any questions that do not apply to your affiliation or business relationship with a MCAD officer and return with the response package.

CONFLICT OF INTEREST QUESTIONNAIRE(Required with bid response)
For vendor doing business with local governmental entity

FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

Name

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 _____
Signature of vendor doing business with the governmental entity

_____ Date

III. **CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at

<https://statutes.capitol.texas.gov/docs/lq/htm/lq.176.htm>

For easy reference, below are some of the sections cited on this form.

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Exhibit A

(Use additional pages if needed]

1. For projects that your firm has constructed, what is the average percentage of GMP or Fixed Price of the General Conditions Costs?

2. What is your standard CMAR Contingency for projects?

(Note: This does not refer to the Owner's Contingency. "CMAR's Contingency" as used herein means the contingency allowance stated in terms of a percentage of Construction Costs agreed to between the Owner and the CMAR as part of the GMP to be used by the CMAR as a partial buffer for the risks it has assumed, including specifically cost estimation risks, subcontractor work correction risks, and unforeseen indirect costs incurred.]

3. What equipment that your firm does not have, and your firm's subcontractors are unlikely to have, will likely be needed for this Project, and what is the standard rental rate for each piece of needed equipment?

4. Does your firm currently have sufficient staff to handle the Project if selected?

Yes____ No ____

- a. If "No", how do you plan to remedy this situation?

5. Describe what processes you have in place, or will put in place if selected, to assure that only personnel time of your staff that is devoted to this project is actually charged to this Project:

6. Does your firm employ a cost estimator, and will he/she work on this project?

7. Does your firm have cost estimating software that is updated periodically as to prices?

8. What are your strengths in cost estimation?

9. Explain what process or calculation you use to allocate overhead among projects:
10. What Systems and processes does your firm have in place to ensure that only costs attributable to a project are charged to that project?
11. What policies and practices does your firm have in place to control construction costs?
12. Identify at least three (3) ways that if selected as CMAR for this Project your firm could assist the Owner and Architect in identifying potential cost savings during the design phase:
13. Generally, identify how your firm, if selected as CMAR for this Project, could assist the Owner and the Architect in achieving cost savings without unreasonably affecting the quality of the work:
14. Identify any standing arrangements that your firm has with subcontractors, material suppliers, or building system suppliers that would likely result in cost savings if your firm were selected as CMAR for this Project:
15. Your firm understands and acknowledges that the CMAR Construction Phase Fee is intended to completely compensate the CMAR beyond the reimbursement of actual Construction Costs, and, therefore, mark-ups, rebates, and similar arrangements are prohibited.
Yes____ No ____
16. Your firm acknowledges and understands that all savings are to inure to the benefit of the Owner.
Yes____ No ____
17. If your firm intends to withhold payment to a subcontractor in whole or in part, your firm represents that it will not submit the portion being withheld as part of an application for payment.
Yes____ No ____
18. Identify the proposed Project Manager for this Project and his/her address.

19. What would be the response time for the Project Manager to get to the Project?

20. How often will the Project Manager be at the Project site?

PROPOSAL

The undersigned hereby commits _____ to provide pre-construction construction manager at risk services to McLennan Central Appraisal District for the addition and renovation to the appraisal office for the fixed fee of \$_____.

The undersigned further commits _____ to provide construction manager at risk construction services for the Project for a Construction Phase Construction Manager at Risk Fee of _____%.

The undersigned proposes a construction manager at risk contingency of _____% on behalf of _____ for the Project. [Note: This does not refer to the Owner's Contingency. "CMAR's Contingency" as used herein means the contingency allowance stated in terms of a percentage of Construction Costs agreed to between the Owner and the CMAR as part of the GMP to be used by the CMAR as a partial buffer for the risks it has assumed, including specifically cost estimation risks, subcontractor work correction risks, and unforeseen indirect costs incurred.]

Provide a categorically itemized listing of your general conditions and the estimated total percentage of construction costs of your general conditions costs assuming a \$ 1,500,000.00 project and completion time of 8 months. Provide on separate sheets and attach hereto.

The undersigned verifies that the answers given in the attached pages (in answer to questions in RFP Specifications) are true and correct.

Signature

Printed Name

Title

Date

**AGREEMENT BETWEEN OWNER AND
CONSTRUCTION MANAGER AT RISK**

This Agreement between Owner and Construction Manager at Risk (hereinafter “Agreement”) is entered into by and between McLennan Central Appraisal District, a political subdivision of the State of Texas (hereinafter “Owner”) and _____ the Construction Manager at Risk (hereinafter “CMR”) as of the date executed by the last signatory on this document.

OWNER: McLennan Central Appraisal District, Texas
315 South 26th Street, Waco, Texas
 (“Owner”)

CONSTRUCTION MANAGER AT RISK _____
 (“CMR”)

ARCHITECT: Sterling & Kapp Architects, LLC
 (“Project Architect”)

PROJECT: Remodel of & Addition to the McLennan
Central Appraisal District Office
315 South 26th Street, Waco, Texas

CONTRACT DOCUMENTS:

The term “Contract Documents” as used herein shall mean collectively:

1. the RFP and CMR’s Response;
2. Construction Documents;
5. addenda, modifications, change orders, change directives, written orders for minor changes in the work; and
6. this Agreement.

It is the intent of the Owner and the CMR that the Contract Documents include all items necessary for proper execution and completion of the Work. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. Words that have well known technical or construction industry meanings are used in the Contract

Documents in accordance with such recognized meanings. If an inconsistency is noted between documents, the CMR must obtain clarification from the Project Architect. The CMR's obligation includes all labor, materials, equipment, and functionalities that would be reasonably known and understood to be necessary to complete the Project for use for the Owner's intended purpose, whether or not expressly identified.

The Owner and CMR agree as follows:

I.

CONSTRUCTION MANAGER AT RISK METHOD OF DELIVERY OF APPRAISAL DISTRICT REMODEL & ADDITIONS TO OFFICE

1.1 CMR Defined. A construction manager at risk is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction of a facility at the contracted price as a general contractor and provides consultation to the governmental entity regarding construction during and after design of the facility.

1.2 Guaranteed Maximum Price of CMR. The CMR shall propose and bind itself to a Guaranteed Maximum Price for the Project (hereinafter "GMP"). The GMP is the maximum amount that the Owner is obligated to pay for the completed Project unless the GMP is increased by the Owner through a change order. Any costs above the GMP must be absorbed/paid by the CMR.

1.3 Subcontractors/Trades. In accordance with applicable law, all elements of the work must be advertised for bids or proposals by the CMR, except minor work which may be included in the general conditions. If the CMR seeks to perform portions of the work itself, the CMR must submit a bid or proposal for those portions of the work in the same manner as other trade contractors or subcontractors. Selection of bids/proposals shall be in the manner set forth in §2269.256 of the *Texas Government Code*. If a selected trade contractor or subcontractor defaults in performance of its work or fails to execute a contract after being selected, the CMR may, without advertising, fulfill the contract requirements itself or select a replacement trade contractor or subcontractor to fulfill the contract requirements. If the CMR recommends a trade contractor or subcontractor to the Owner and the Owner requires the CMR to accept a different bid or proposal than the CMR's recommendation, the Owner must compensate the CMR for any change in price, time or guaranteed maximum cost and risk that the CMR incurs because of the Owner's requirement.

1.4 Assumption of Risk. The CMR assumes the risk of completing the Project at the contracted GMP as a general contractor.

1.5 Consultation and Advice. The CMR shall provide consultation and advice to the Owner during the design process, pre-construction, and construction.

II.
CMR SERVICES DURING DESIGN PHASE
AND PRE-CONSTRUCTION SERVICES

2.1 CMR Design Phase/Pre-Construction Services. The CMR shall provide the following design phase/pre-construction services:

- (a) Preliminary evaluation of the Owner's requirements for the Project and assist the Owner and Project Architect in the development of the Project concept;
- (b) Consultation with the Project Architect regarding the Project site, building systems and techniques, materials, necessary equipment, feasibility, construction time, effects of design on Construction Cost and time for completion, and alternative design modifications or specification modifications, preliminary budgets, estimated costs and ways to reduce or manage such costs, functionality, phased construction, possible economies or discounts, lead times for material delivery and other relevant matters;
- (c) Assist the Owner and the Project Architect in the establishment of a Construction Budget. When established by the Owner's approval, the Construction Budget shall be added to this Agreement by addendum, and shall be added as **ADDENDUM A**;
- (d) Prepare and submit to the Project Architect and the Owner for approval a preliminary construction schedule which includes, with detail acceptable to the Project Architect and the Owner, the sequence of the work, delivery of long lead-time materials/equipment, completion dates of major elements of the work and preliminary estimates of substantial completion and final completion. The CMR shall update the schedule as the design phase proceeds;
- (e) Provide and submit to the Project Architect and Owner for review and conditional approval a preliminary cost estimate, to be updated as the design phase proceeds. The preliminary cost estimate shall in no case exceed the Construction Budget set by the Owner unless approved by the Owner due to material and substantial changes in its requirements and the plans and specifications for the Project;
- (f) Provide assistance to the Owner and the Project Architect in arriving at the completion of the Construction Documents (Contract Documents less this Agreement); and
- (g) Upon completion of the Construction Documents, submit a proposed GMP for approval or rejection by the Owner.

2.2 Compensation for Pre-Construction Services. The fee to be paid by the Owner to the CMR for pre-construction services shall be \$_____.

III. GUARANTEED MAXIMUM PRICE

3.1 CMR to Submit GMP. When the Construction Documents are complete, a process in which the CMR has been involved through consultation and recommendations, and after the subcontractor bids have been received, the CMR shall propose a GMP to the Owner in writing, delivered to both the Owner and the Project Architect, together with such reasonable documentation of the basis for the GMP as the Owner and Project Architect may require, including a breakdown of the GMP by trade categories, contingency, allowances, general conditions, and other items that comprise the GMP. The GMP is to be based on actual subcontractor bids, which shall be identified in the breakdown of the proposed GMP. The CMR shall also submit a verification that it has based its GMP on the most recent drawings, plans and specifications of the Project Architect, and that it has conferred with the Project Architect to confirm this fact.

3.2 Adjustments to Proposal. Before the proposed GMP is submitted to the Owner's Board of Directors for consideration, the CMR, Project Architect, and designated Owner's representative shall meet to review the proposed GMP to determine whether the GMP is consistent and accurate, and to discuss any possible adjustments to the GMP. The CMR shall correct any inaccuracies or inconsistencies and shall make any agreed adjustments to the GMP to be submitted to the Owner's Board of Directors.

3.3 Acceptance or Rejection of GMP Proposal. The GMP proposal with adjustments, if any, shall be considered by the Owner's Board of Directors within thirty (30) days of receipt by the Chief Appraiser. Such submission to the Chief Appraiser shall not be deemed to have occurred until actual receipt of the written proposal by the Chief Appraiser after the meeting provided for in 3.2 above is held.

The Owner's Board of Directors may either accept or reject the GMP proposed. If the Owner's Board of Directors accepts the proposed GMP, the Construction Phase will be deemed to begin Ten (10) days following the CMR'S receipt of a notice to proceed, and the GMP shall be added as a part of this Agreement by addendum. The GMP shall be added to this Agreement as **ADDENDUM B**.

If the Owner's Board of Directors rejects the CMR's proposed GMP, the parties agree to negotiate in an attempt to arrive at a GMP to be re-submitted to the Owner's Board of Directors, taking into account any issues with the proposed GMP expressed by the Board of Directors. If a GMP for resubmission cannot be arrived at within ten (10) working days, or the resubmitted GMP is rejected by the Owner's Board of Directors, this Agreement shall terminate, without penalty or liability to either party.

3.4 Composition of GMP. It is intended that the GMP offered by the CMR includes all work, costs, and expenses for completion of the Project, including the CMR's Fee, labor, materials, equipment, approvals, permits, bonding, insurance, general conditions, and CMR contingency. The final, total amount payable by Owner to the CMR shall in no circumstance exceed the GMP. The GMP may be revised by additive or deductive change orders approved in advance by the Owner and the Project Architect.

3.4.1 Construction Costs Component of GMP.

The Construction Cost shall be the cost of the work incurred by the CMR to properly complete the Project, and does not include the CMR's fee. The Construction Cost shall only include:

1. Wages of construction workers directly employed by the CMR to perform work on the Project, but only for wages directly associated with the Project;
2. The wages or salaries of the CMR's supervisory or administrative personnel when stationed at the Project with the Owner's agreement;
3. Wages or salaries of CMR's supervisory or administrative personnel not stationed at the Project, but working out of CMR's offices, said personnel being a Project Manager or Project Coordinators, but only with the Owner's agreement, and only to the extent of their actual involvement on the Project (that is, the cost of such a person allocated to the Project shall be based only on the proportionate amount of his/her time he/she actually is working on the Project);
4. Customary benefit costs of personnel (taxes, health insurance, etc.) actually working on the Project, but only to the extent of their time spent working on the Project as a percentage of their overall work for the CMR;
5. Payments made to subcontractors in accordance with the requirements of subcontracts;
6. The cost of materials and equipment, including transportation, incorporated or to be incorporated in the completed Project;
7. Use costs of temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers or subcontractors providing such work;
8. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers or subcontractors providing such work;
9. Demolition and debris removal costs;

10. Legitimate reproduction, postage, and telephone costs incurred directly for the Project;
11. Reasonable travel expenses incurred for the Project other than for travel to and from the Project;
12. The portion directly attributable to this Project of premiums for insurance and bonds (as to workers compensation, only the portion of premiums for CMR's own employees shall be included, as it is expected that such cost is already included in the subcontractor's bid) unless the CMR is providing workers' compensation coverage for the subcontractor(s) and such was not included in the subcontractor's bid;
13. Sales, use or similar taxes imposed by a governmental authority which are related to the work and for which the CMR is liable. NOTE: Owner is a political subdivision exempt from sales and use taxes under the *Texas Tax Code*. The CMR shall coordinate with the Owner to obtain a limited sales, excise and use tax exemption certificate, which shall enable it to acquire materials to be incorporated into the work without paying the Texas tax on the materials at the time of purchase. If the CMR fails to obtain the certificate and avoid Texas sales and use taxes on purchases, no reimbursement for such taxes shall be allowed;
14. Building permit and other necessary permits, inspection fees, disposal fees, impact fees, utility extension or upgrade costs, impact fees, and other such fees or costs;
15. Fees of testing laboratories for tests required by the plans, specifications, or Project Architect;
16. Royalties and licensing fees for the use of a particular design, process, or product required by the plans, specifications, or Project Architect;
17. Costs of expendable materials used in the construction but not incorporated into the work; and
18. Other costs incurred in the performance of the work if and to the extent approved by the Owner in advance in writing.

A categorically itemized listing of general conditions costs and the total of such costs shall be provided by the CMR to the Owner and the Project Architect. The general conditions costs *are part of the Construction Cost, and are not separately compensable or in addition thereto*. These items are set forth specifically for the purpose of establishing the limit of reimbursable cost for these items that will be paid as part of the Construction Cost.

3.4.2 The Construction Costs shall not include:

- a. Salaries or other compensation of CMR's personnel at the CMR's principal office or branch offices except as specifically provided in this Agreement;
- b. Overhead expenses of CMR's offices, and overhead and general expenses of the CMR, except as may be expressly included in 3.4.1 above;
- c. CMR's capital expense (including interest), including the CMR's capital employed for the work;
- d. Rental costs of small tools or small equipment which are customarily owned/provided by construction workers or subcontractors on such projects;
- e. Costs incurred in the correction of defective work of the CMR or its contractor(s)/subcontractor(s), or due to the negligence of any of them;
- f. Any cost not specifically listed in 3.4.1 above;
- g. Costs which would cause the GMP to be exceeded; and
- h. Cash discounts, trade discounts, rebates or refunds received by the CMR, and amounts received from the sale of surplus materials and equipment. All of the foregoing shall be reported to the Owner and deducted as a credit against the Construction Cost to the extent not already credited in the application for payment to which they relate.

3.4.3. CMR Fee Component of GMP.

a. Fee Calculation/Payment. The CMR's Fee shall be ___% of the Construction Cost. The Fee percentage may only be applied to the portion of the Construction Cost which does not exceed the GMP, less the CMR's Fee. Payment of the CMR's Fee shall be based on the progress of the work as set out hereinafter. If the GMP is increased by approved change order, the CMR shall be entitled to a fee of _____% on any construction costs incurred as a result of the change order which do not exceed the increase to the GMP.

b. Inclusion in GMP. The GMP shall include the CMR's Fee. The Owner's obligation for Construction Cost plus the CMR's Fee shall in no case exceed the GMP. The CMR's Fee is not included in the Construction Costs used to determine the fee.

3.5 Savings/Overruns. CMR acknowledges that, although its fee is calculated with reference to the Construction Cost, it occupies a relationship of trust and confidence with the Owner, and has the responsibility to use its best efforts to construct the Project as economically as possible and to identify and recommend cost saving measures or alternatives to the Owner and the Project Architect. To the extent there are savings (the actual Construction Cost is less than the GMP [minus the CMR's Fee]), such savings accrue 100% to the Owner, and to the extent not reflected in the sums paid to the CMR shall be paid/applied to the Owner by the CMR at final completion. Costs which would cause the Construction Cost to exceed the GMP minus the CMR's Fee shall be paid by the CMR without reimbursement by the Owner.

IV.
CONSTRUCTION PHASE

4.1 Schedules. Promptly after the Owner's Board of Directors has accepted the GMP proposal, the CMR shall submit:

- (a) A schedule of construction showing the milestone dates for completion of major elements and the dates of substantial and final completion (not to exceed the guaranteed maximum time); and
- (b) A schedule of values for the Project work in a form and with such supporting data as the Project Architect or Owner may require (Progress payments are determined in part using the schedule of values, and, therefore, a delay in providing the same may delay payments.).

The schedule of values submitted is subject to review and objection by the Project Architect. The schedule of values shall allocate the entire GMP among the various portions of the work, except that the CMR's Fee shall be shown as a single separate item. Once the Project Architect has approved a schedule of values, it will be used as a basis for reviewing the CMR's applications for payment.

The Owner's representative for day-to-day issues which do not involve changes to the GMP or guaranteed time or a material change to the original Project concept, but which require Owner approval, shall be the Chief Appraiser in consultation with the Project Architect. If the Chief Appraiser chooses to defer the submittal to the Owner's Board of Directors, the additional time required for Board of Directors' action will be added to the time for completion if the item is on the critical path and would actually delay construction.

4.2 Workplace Safety, Site Operations, and Conduct of Work.

- (a) The CMR shall be responsible for the safety of its employees, tradesmen, and subcontractors, and shall perform or cause to be performed the work in accordance with applicable law, codes, ordinances and regulations of the State of Texas and the United States, and in compliance with OSHA and local regulations and codes, and in compliance with other laws as they apply to its employees and tradesmen/subcontractors. Safety precautions at the site are part of the construction techniques and processes for which the CMR shall be solely responsible. The CMR assumes responsibility and liability for workplace safety on the site, and hereby agrees to indemnify Owner and hold Owner harmless from any liability caused by the CMR's (or its subcontractors' or tradesmen's) failure to comply with applicable federal, state or local regulations touching upon the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment. CMR is solely responsible for the handling and use of hazardous materials that CMR or its subcontractors bring to the site, and waste from hazardous materials brought to the site, and

informing the Owner and its employees of any such hazardous materials or waste. The owner shall be responsible for any hazardous materials found on the surface or subsurface of the site which are not related to the Project or attributable to the CMR or its subcontractors, and which pre-date the Notice to Proceed; including any necessary costs of investigation or remediation. The indemnification given by the CMR above shall not in any way limit the general indemnifications set forth in other portions of this Agreement.

- (b) It is understood and agreed that the CMR has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of the material to be encountered, the character of equipment and facilities needed for the prosecution of the work, the general and local conditions, and all other matters which in any way affect the work under the drawings, plans, and specifications.
- (c) The CMR shall supervise, manage, and administer the work, using the CMR's best skill and attention. CMR shall be solely responsible for and have control over the construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under this Agreement, unless the plans and specifications give other specific instructions concerning these matters.
- (d) The CMR shall be required to maintain a competent and responsible superintendent, acceptable to the Owner, and necessary assistants who shall be in attendance at the Project site at all times during performance of the work. The superintendent shall represent the CMR, and communications given to the superintendent shall be as binding as if given to the CMR. If the superintendent is not responsive to the Owner and/or Project Architect, or proves to be unacceptable, CMR agrees to provide a new superintendent for the Project acceptable to the Owner within 10 days of being notified by the Owner of its dissatisfaction.
- (e) The CMR shall keep the premises and surrounding area free from accumulation of waste or materials caused by operations under this Agreement. At the completion of the work, the CMR shall remove from and about the Project waste materials, rubbish, the CMR's tools, construction equipment, machinery and surplus materials. If the CMR fails to clean up the work site as provided herein, the Owner may do so and charge the cost to the CMR.
- (f) CMR shall construct and cause the construction of the Project in accordance with the drawings, plans, specifications, change orders and directives, and shall cause such Project to be completed within the guaranteed time and at a price to the Owner that shall not exceed the

GMP. The remodel and additions must be constructed in accordance with all applicable federal, state, and local laws.

- (g) CMR and its subcontractors shall meet with the Project Architect and Owner representatives on a monthly basis to review the status of the Project, Project quality, scheduling, construction issues, pay applications and/or other relevant matters. The meetings will be scheduled by the Project Architect.

4.3 Progress Payments.

- (a) Progress payments shall be made during the construction of the Project based on applications from the CMR, and certificates for payment approving the amount to be paid based on each application issued by the Project Architect. Each application for payment shall be for one (1) month beginning on the 1st day of the month and ending on the last day of the month.
- (b) If the CMR makes its application no later than the 1st day of a month, the Owner will make payment to the CMR for the approved amount, as certified by the Project Architect, not later than the 15th day of the following month. Receipt of the application by the Project Architect after the 15th day of the preceding month extends the Owner's time to pay until 15 days after receipt. The time for payment is subject to reasonable delays necessitated due to posting requirements for the Board of Directors' meetings and due to the Board of Directors meeting dates.
- (c) In accordance with the above provisions, the CMR shall submit to the Project Architect a monthly itemized application for payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized and supported by such data substantiating the CMR's right to payment as the Owner and/or Project Architect may require, such as copies of requisitions from subcontractors and material suppliers, payroll, receipted invoices, invoices with check vouchers attached, and other such documentation. Such application may not include requests for payment on account of changes in the work until such changes have been authorized by change orders approved by the Owner or change directives issued by the Project Architect. Such application may not include requests for payment of amounts the CMR does not intend to pay a subcontractor or material supplier because of a dispute or other reason. Unless otherwise provided in this Agreement or the specifications, the application may include, and payment may be made on account of, materials and equipment delivered and suitably stored at the site for subsequent incorporation in the work. Payment for materials and equipment stored off-site shall be conditioned on compliance by the CMR with procedures satisfactory to the Owner to establish the

Owner's title to such materials and equipment or otherwise protect the Owner's interest.

- (d) The CMR warrants herein, and by each application for payment further warrants, that title to all work covered by an application for payment will pass to the Owner no later than the time of payment, free and clear of all liens, claims, security interests, or encumbrances of any kind in favor of the CMR, contractors, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and/or equipment relating to the work. CMR shall provide monthly lien releases from subcontractors as part of the payment request.
- (e) The Project Architect may refuse to certify payment and may withhold a certificate of payment in whole or in part to the extent reasonably necessary to protect the Owner if the Project Architect determines that the work has not progressed to the point indicated and/or that the work, or quality thereof, is not in accordance with the plans and specifications. The Project Architect may certify payment in a revised amount determined either by agreement with the CMR or, if no agreement can be reached, determined by the Project Architect. Furthermore, the Project Architect may refuse to certify payment, or may nullify in whole or in part a certificate of payment previously issued, to such extent as may be necessary in the Project Architect's opinion to protect the Owner from loss: (1) because of defective work not remedied, (2) due to third party claims, (3) due to failure of the CMR to make payments properly to tradesmen/subcontractors for labor, materials or equipment, (4) based on reasonable evidence that the work cannot be completed for the unpaid balance of the GMP, (5) because of damage to the Owner or another contractor caused by the CMR, (6) based on reasonable evidence that the work will not be completed within the time for completion, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) failure to carry out the work in accordance with plans and specifications of the Project.
- (f) Calculation of Progress Payment. Each application for payment by the CMR must be based on the approved Schedule of Values (as amended, if amended, from time to time with the approval of the Owner and Project Architect). The application submitted shall have attached to it evidence of the cost/expenses paid by the CMR which are covered by the requested payment (payrolls, receipted invoices, invoices with check vouchers attached and other evidence of cash disbursements by the CMR as required by the Owner and/or Project Architect). The CMR fee shall also be calculated on the basis of the progress of the work. The CMR fee shall be shown on the application as a separate item.

Each application shall make a representation as to the percentage of completion of each portion of the Project at the end of the applicable

month for which application for payment is made. The percentage of completion shall be the lesser of the percentage of the portion of the work which has actually been completed, or the percentage obtained by dividing the expense/costs actually incurred to that date by the CMR on account of that portion of the Project for which the CMR has made (or intends to make actual payment before its next application for payment) by the share of the GMP allocated to that portion of the Project in the approved Schedule of Values.

Subject to other provisions of this Agreement and the plans and specifications, the amount of each progress payment shall be determined as follows:

1. Begin with the lesser of the actual Construction Costs or the portion of the GMP properly allocable to the completed Project work for each portion of the Project work according to the Schedule of Values for each portion of the Project work;
 2. Add that portion of the actual cost or GMP (whichever is less) properly allocable to delivered and suitably stored materials and equipment at the Project for later incorporation into the Project or, if approved in advance by the Owner and Project Architect, suitably stored off of the Project site at a bonded warehouse acceptable to the Project Architect. Proof required by the Project Architect must be provided;
 3. Deduct 5% retainage for payments under subcontracts;
 4. Add the CMR's Fee (less 5% retainage). Said fee to be calculated by application of the CMR fee rate (___%) to the costs determined in 1. and 2. above;
 5. Deduct the aggregate of the previous payments made by the Owner;
 6. Deduct previous overpayments to CMR; and
 7. Deduct amounts, if any, for which the Project Architect has withheld or nullified certificate of payment.
- (g.) Substantial Completion will not be achieved until the Project is certified as substantially complete by the Project Architect.

- (h) Final Payment (including any retainage) shall not become due until: (1) The CMR submits to the Project Architect an affidavit that all bills for labor, materials, equipment, supplies, and incidentals incurred in the construction of the improvements contemplated by this Agreement have been paid in full or otherwise satisfied, (2) The CMR submits to the Project Architect consent of the surety, if any, to final payment, (3) the CMR submits to the Project Architect any other data or materials required by the Owner or Architect establishing payment or satisfaction of obligations, releases and waivers of liens, claims, security interests or encumbrances, the continuation of insurance (where applicable), and including close-out documents, warranties, keys and “as built,” (4) All punch-list items have been corrected, (5) the Project Architect issues his Certificate for Final Payment, (6) cost savings have been properly calculated, accounted for and applied or paid to the Owner, and (7) any required occupancy certificates have been obtained.

Owner and CMR agree to cooperate in achieving final completion. Where only minor punch-list items remain that have not been promptly completed through no fault of the CMR, the Owner shall release the retainage less 125% of the estimated cost to complete the remaining items to the CMR. If the CMR timely completes the remaining items within 10 days thereafter, the remainder of the retainage shall be paid to the CMR. If the CMR fails to do so, the Owner may have the work completed by another and use the remaining retainage to pay for the work; in which case the CMR shall have no right to receive the remaining retainage.

V.
INSURANCE

The following insurance is required to be provided and maintained by the CMR:

Commercial General Liability		
BI & PD	Each Occurrence	\$2,000,000
BI & PD	General Aggregate	\$3,000,000
	Products & Completed Operations	\$1,000,000
	Fire & Legal Liability	N/A
	Medical Expenses	\$5,000
Builder’s Risk		GMP
Commercial Auto Liability		
	Bodily Injury Each Person	\$1,000,000
	Bodily Injury Each Accident	\$3,000,000
	Property Damage Each Occurrence	\$1,000,000
	Combined Single Limit	\$3,000,000

Umbrella Liability (Excess) Over GL, Auto & Employers Liability	\$1,500,000
Workers' Compensation Employer's Liability	Per Statutory Provisions \$500,000

Appraisal District and Architect must be additional insureds on liability policies, except workers' compensation.

Waiver of subrogation against the Appraisal District required on all insurance, including workers' compensation.

Appraisal District must be an insured on Builder's Risk insurance.

30 day termination notice to insureds, additional insureds and loss payees required.

Proof of insurance must be submitted within 10 days of execution of the contract, and before any work begins.

Subcontractors either must carry workers' compensation insurance or be covered by the CMR's workers' compensation insurance as required by Texas law for public construction projects.

VI. PERFORMANCE AND PAYMENT BONDS

7.1 CMR shall provide a performance bond in the amount of the GMP conditioned on faithful performance of the work for the Project in accordance with the plans and specifications. Said bond shall be executed by a corporate surety or sureties duly authorized by the State of Texas to issue surety bonds. Said bond(s) shall be in the form required by Texas law, and acceptable to the Owner, and shall be payable to the Owner. The bond must be provided to the Owner within 10 days of an agreed GMP being reached, and before any work is begun.

7.2 CMR shall provide a payment bond guaranteeing payment of laborers, contractors, subcontractors, and materialmen in the full amount of the GMP for the Project work. Such bond shall be executed by a corporate surety or sureties duly authorized and admitted to do business in the State of Texas to issue surety bonds. Said bond(s) shall be in the form required by Texas law, be in a form acceptable to the Owner and be payable to the Owner. The bond

must be provided to the Owner within 10 days of an agreed GMP being reached, and before any work is begun.

VII. **LIABILITY AND INDEMNIFICATION**

CMR agrees and understands that neither it, nor its employees, contractors, or subcontractors, shall be deemed employees of the Owner, and that CMR is an independent contractor for all purposes. Furthermore, CMR agrees to and shall indemnify and hold harmless the Owner, its officials, officers, agents and employees, and the Project Architect from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs and attorney's fees for injury, sickness or death to any person, or for any damage to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by the negligent acts or omissions of the CMR, a contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

VIII. **CHANGES**

8.1 The Project Architect, as the Owner's representative, may order minor changes (defined as changes which involve only aesthetics or matters which do not increase construction costs to the CMR, and which are agreed in writing by the CMR and Project Architect to be minor changes) that will not result in a change in the GMP or an extension of time for completion, and which are not in material conflict with the plans and specifications or the purpose of the Project. Such changes must be ordered in writing by the Project Architect with a copy to the Owner. Such changes shall not affect the validity of this Agreement.

8.2 Except as otherwise provided herein, any change in the work that will require an adjustment to the GMP or the time for completion under this Agreement, or will substantially change the configuration or nature of the Project, can only be made by a written change order approved by the Owner's Board of Directors and signed by the Chief Appraiser, CMR and Project Architect. No payment will be made to the CMR for changes in the work resulting in an upward adjustment of the GMP unless there is prior approval by the Owner as set out above. Nor shall the CMR have an obligation to perform any changes in the work until a written change order is received. In addition, no relief from liquidated damages hereunder for failure to meet time deadlines under this Agreement will be given for delays caused by changes in the work unless such changes were approved in advance by the Owner as set out above. Any such change order shall set forth the amount of the adjustment in the GMP and/or the extent of the adjustment in the time for completion under the Agreement and the reason therefore. Such change orders shall not affect the validity of this Agreement. If the Owner fails to act on a change order within seven (7) days of **the Owner's** receipt thereof **from** the Project Architect, any delay beyond the seven (7) days shall be added to the time for completion, day-for-day, if the change order involves a critical path item, the delay on which actually delays construction.

IX.
TERMINATION/SUSPENSION

9.1 The Owner may, without prejudice to any other legal or equitable rights or remedies which it would otherwise possess hereunder or as a matter of law or equity, terminate this Agreement in its entirety at any time upon ten (10) days prior written notice to the CMR if:

- a. the CMR becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors;
- b. if a receiver, trustee or liquidator of any of the property or income of CMR shall be appointed;
- c. if CMR fails to prosecute the work or any part thereof with the diligence necessary to insure its progress and completion as prescribed by the time schedules, and fails to take steps acceptable to the Owner to remedy such default within ten (10) days after written notice thereof from the Owner, or fails to take such steps as the Owner or the Architect shall direct to remedy such default within ten (10) days of notice thereof;
- d. if CMR shall commit a substantial default under any of the terms, provisions, conditions or covenants contained in this Agreement and fails to take steps satisfactory to the Owner to remedy such default within ten (10) days after written notice thereof from the Owner or shall fail to take steps directed by the Owner to cure such default within ten (10) days notice thereof.

9.2 In the event of such termination CMR shall only be paid for the work actually satisfactorily completed to that date and shall further be subject to any claim that the Owner may have against the CMR under the provisions of this Agreement or under law or equity, including the refund of any overpayment made to that date. If Owner chooses to complete the work itself or by others, the Owner shall be entitled to take possession of and use such equipment and materials as may be on the job site, and to exercise all rights, options and privileges of the CMR under its subcontracts, purchase orders, or otherwise; and CMR shall promptly assign all such rights, options and privileges to the Owner. If Owner elects to complete the work itself or by others, pursuant to the foregoing, then CMR will reimburse Owner for all costs incurred by Owner in correcting work by the CMR which fails to meet the plans and specifications. If the cost to the Owner of completing the work itself or by others exceeds the unpaid balance of the Construction Cost, the CMR shall pay the difference to the Owner and shall be liable under this Agreement therefore. This obligation shall survive termination of this Agreement.

9.3 Performance of the work may be terminated at any time in whole, or, from time to time, in part, by the Owner for its convenience. Any such termination shall be effective by delivery to CMR of a written notice specifying the extent to which performance of the work is terminated, and the date upon which the termination becomes effective. Upon receipt of the notice the CMR

shall stop work on the date and to the extent specified in the Notice of Termination and place no further order or subcontracts for services, equipment, or materials except as may be necessary for completion of such portion of the work that is not terminated, terminate all orders and subcontracts to the extent they relate to the performance of the work terminated by the Notice of Termination, and, with the approval of the Owner, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. In the event of such termination, the CMR shall be paid the actual cost of the work completed to date, plus the value of any and all materials stored on site or in approved offsite storage, expenses incurred by the CMR in closing out the terminated work, demobilization costs, and overhead and profit of _____ % of the total cost of the actual work.

9.4 The Owner may, without cause, order the CMR in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the Owner may determine. An adjustment shall be made for increases in the cost and/or time for performance of the Agreement caused by the suspension, delay or interruption. However, no adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the CMR is responsible or where an equitable adjustment is made or denied under another provision of this Agreement. Such adjustments shall be made on the basis of a mutually agreed price and time.

9.5 The CMR may terminate this Contract if, through no fault of the CMR or any of the subcontractors under direct or indirect contract with the CMR, there are repeated delays, suspensions, or interruptions of the entire work caused by the Owner total more than 100 days in a 365-day period. Such termination shall entitle the CMR to termination costs as defined in Paragraph 9.3 above. In addition, upon 45 days notice and opportunity to cure, the CMR may terminate this Agreement if the Owner fails to make timely payment of amounts due and owing to the CMR under the terms of this Agreement after deducting amounts, if any, that the Owner may withhold as provided in 4.3.

X.

CONSTRUCTION TIME

10.1 Time is of the Essence.

The parties agree that the timely completion of the Project is essential.

10.2 Guaranteed Construction Time. Promptly upon the completion of the Construction Documents the CMR shall submit, along with its proposed GMP, for approval or rejection by the Owner a guaranteed construction time based on substantial completion for the Project. If the guaranteed construction time is approved, or if it is rejected and a modified guaranteed construction time is negotiated and approved, the guaranteed construction time will be added to this Agreement by addendum as **ADDENDUM C**.

10.3 Liquidated Damages. It is agreed that the time for completion of the Project is an essential condition of this Agreement. If CMR shall neglect, fail or refuse to substantially complete the a Project within the time specified, including any proper extension of time granted by the Owner, then CMR does hereby agree as part of the consideration for this Agreement, that the Owner may withhold permanently from the CMR's total compensation hereunder the sum of \$1,000.00 for each and every calendar day that the Project is not complete beyond the time

specified for completion set forth herein, including any proper extensions granted by the Owner; not as a penalty, but as liquidated damages for the breach of that commitment under this Agreement. It is expressly understood and agreed by and between the Owner and the CMR that the time for completion of the work as set forth herein is a reasonable time for completion of the same. The liquidated damages sum is agreed upon as a reasonable and proper measure of damages for delay which the Owner would sustain in the event of the CMR's failure to timely complete the Project; it being recognized by the Owner and CMR that the injury to the Owner by such delay, including the lost use of the facility and other expenses is uncertain and cannot be exactly computed.

To the extent that there are insufficient amounts remaining owing to the CMR to cover the liquidated damages incurred, the CMR agrees to pay the same to the Owner and agrees that such are recoverable against the CMR as damages for breach of this Agreement, along with attorneys' fees and costs incurred to recover the same. The Owner shall retain the right to terminate this Agreement for excessive delay.

To the extent set out in other provisions of this Agreement, delays caused by the inability to obtain action on submissions to the Owner or Project Architect on critical path items shall not count against the CMR for purposes of liquidated damages, unless the said delay is the result of acts, omissions, or defective workmanship of the CMR or subcontractors.

XI. **MISCELLANEOUS TERMS AND CONDITIONS**

11.1 The Owner shall have the right, upon reasonable notice, to audit the CMR's records with regard to the Project.

11.2 CMR shall undertake the work covered by this Agreement in a good and workmanlike manner and in accordance with the Contract Documents.

11.3 Wage rates paid on this Project shall not be less than as specified in the schedule of general prevailing rates attached as **ADDENDUM D** hereto. If the schedule has been officially updated by the date a determination is made to proceed on the Project, any such updates to the schedule shall be applicable to this Agreement.

11.4 CMR warrants to Owner that the materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the plans and specifications, that the work will be free from defect, and that the work will conform with the requirements of the plans and specifications. Upon completion, the CMR warrants for a period of one (1) year from substantial completion the construction of the project according to the plans and specifications, as modified, against defects, and further warrants the proper operation of mechanical, detention, electrical, HVAC, plumbing, safety and other devices or equipment included in the Project for a period of one (1) year. This warranty is in addition to any rights or warranties expressed or implied by law and consumer protection claims, common law claims, claims or rights in equity, or statutory rights or claims available to the Owner. This warranty is in addition to any manufacturer's or subcontractor's warranties, which shall be assigned to the Owner. CMR must

obtain at least a five (5) year manufacturer's warranty on all HVAC units. This warranty does not in any way limit any legal, equitable or contractual right of the Owner as to the CMR, or create any limitation period as to any other rights. The warranty obligation of the CMR shall be covered by any performance or payment bonds tendered in compliance with this Agreement. CMR shall obtain at least a 20 year warranty on any roofing system.

If within one (1) year of the date of substantial completion any of the work is found or determined to be defective, including obvious defects, or otherwise not in accordance with the plans and specifications, the CMR shall correct it promptly. If within ten (10) days after the Owner has notified the CMR of a defect, failure, or abnormality in the work, the CMR has not made satisfactory progress on the necessary repairs, or adjustments, the Owner is hereby authorized to make the repairs or adjustments, or order the work to be done by a third party. The cost of the work shall be paid by the CMR. The cost of all materials, parts, labor, transportation, supervision, special tools and supplies, overhead and profit required for the repair or replacement of parts and/or for the correction of defects shall be paid by the CMR or its surety. This one (1) year warranty shall cover all work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section prescribed in that particular aspect of the work. Where more than a one (1) year warranty is specified in the individual section, that warranty shall govern. This obligation shall survive termination of this agreement. This guarantee does not constitute the exclusive remedy of Owner, nor shall other remedies be limited to either the warranty or guarantee.

Nothing contained in this Section 11.4 shall be construed to establish a period of limitation with respect to other obligations which the CMR might have under this Agreement. Establishment of the time period of one (1) year as described above relates only to the specific obligation of the CMR to correct the work, and has no relationship to the time within which the obligation to comply with the plans and specifications may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the CMR's liability with respect to the CMR's obligations, breach of this Agreement, or for defective or incomplete work other than specifically to correct work under the express repair warranty.

11.5 This Agreement may not be assigned by CMR without the express written approval of the Owner.

11.6 This Agreement shall be construed under and governed by the laws of the State of Texas. The parties agree that this Agreement is made and entered into by and between them in McLennan County, Texas, that the obligations to be performed and payments to be made under this Agreement are performable and payable in McLennan County, Texas and that venue of any and all disputes shall lie in a court of competent jurisdiction in McLennan County, Texas.

11.7 The Appraisal District in any action for breach of this Agreement shall be entitled to recover from CMR the reasonable and necessary attorneys' fees and court costs incurred therein. The Appraisal District will not pay attorney fees of CMR.

11.8 This Agreement represents the integrated understanding of the parties and may not be amended, supplemented or modified in any way except by writing signed by an authorized representative of each party.

11.9 The undersigned represent that they are authorized to bind the party for whom they sign, and that all actions necessary to make their signature authorized and binding have been taken. This Agreement is binding on the parties and their heirs, representatives, agents and assigns.

11.10 Notice may be sent to the parties under this Agreement by certified mail, return receipt requested, or other reliable courier at the addresses previously set forth above in this Agreement.

11.11 CMR shall comply with all applicable state, local, and federal laws and regulations in performing the work hereunder.

SIGNED this _____ day of _____, 2024.

OWNER:

CMR:

MCLENNAN CENTRAL APPRAISAL
DISTRICT

By: _____

By: _____

Ben Perry, Chairman

Printed Name: _____

Date: _____

Its: _____

Date: _____

ATTEST:

ATTEST:

Jim Holmes, Secretary

Title: _____

ADDENDUM A-----CONSTRUCTION BUDGET

The Construction Budget applicable to the Project for construction costs is agreed to be \$ _____.

OWNER:

CMR:

MCLENNAN CENTRAL APPRAISAL
DISTRICT

By: _____
Ben Perry, Chairman

By: _____
Printed Name: _____

Date: _____

Its: _____

Date: _____

ATTEST:

ATTEST:

Jim Holmes, Secretary

Title:

Approved:

Project Architect: Sterling & Kapp Architects, LLC

Date: _____

ADDENDUM B-----GUARANTEED MAXIMUM PRICE

The Guaranteed Maximum Price (“GMP”) proposed by the CMR and accepted by the Owner for the Project is:

\$_____.

OWNER:

CMR:

MCLENNAN CENTRAL APPRAISAL
DISTRICT

By:_____

By:_____

Ben Perry, Chairman

Printed Name:_____

Date: _____

Its: _____

Date: _____

ATTEST:

ATTEST:

Jim Holmes, Secretary

Title:_____

Approved:

Project Architect: Sterling & Kapps Architects, LLC

Date: _____

ADDENDUM C-----GUARANTEED MAXIMUM CONSTRUCTION TIME

The CMR guarantees and agrees that it will substantially complete the Project no later than _____ calendar days after the Owner’s acceptance of the CMR’s proposed GMP by and through its Commissioners Court, plus weather delays mutually designated in writing by the CMR and the Project Architect. CMR makes this promise with the knowledge that failing to substantially complete the Project within the time guaranteed will subject it to liquidated damages as set forth in the Agreement.

OWNER:

CMR:

MCLENNAN CENTRAL APPRAISAL
DISTRICT

By: _____

By: _____

Ben Perry, Chairman

Printed Name: _____

Date: _____

Its: _____

Date: _____

ATTEST:

ATTEST:

Jim Holmes, Secretary

Title: _____

Approved:

Project Architect: Sterling & Kapp Architects, LLC

Date: _____

ADDENDUM D---WAGE RATE REQUIREMENTS

Appended behind this page are the prevailing wage rates applicable to this Project. It is the CMR's responsibility to assure compliance.

"General Decision Number: TX20230260 10/13/2023

Superseded General Decision Number: TX20220260

State: Texas

Construction Type: Building

County: McLennan County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	06/16/2023
2	09/01/2023
3	10/13/2023

* BOIL0074-003 07/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 37.00	24.64

ELEC0072-002 06/01/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 30.05	3%+8.83

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 32.35	13.10

IRON0084-011 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.51	8.13

PLUM0286-011 06/05/2023

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 34.15	15.77

* PLUM0529-002 10/01/2023

	Rates	Fringes
Plumber.....	\$ 32.00	11.99

* SUTX2014-036 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 14.76 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.13 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 14.27 **	0.00
GLAZIER.....	\$ 20.00	0.00
HVAC MECHANIC (Installation of HVAC Unit Only).....	\$ 15.00 **	1.56
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 13.35 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.50	5.15
LABORER: Common or General.....	\$ 11.10 **	0.00
LABORER: Mason Tender - Brick...	\$ 8.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.93 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.59 **	1.60
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.00 **	0.00

OPERATOR: Grader/Blade.....	\$ 14.34 **	1.68
OPERATOR: Loader.....	\$ 14.01 **	0.44
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03 **	0.00
OPERATOR: Roller.....	\$ 13.11 **	0.00
PAINTER (Brush, Roller, and Spray).....	\$ 13.00 **	0.00
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.00	5.73
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 14.62 **	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.24 **	1.62
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has 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.

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END OF GENERAL DECISION

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