

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Mr. Kit Mason, Executive Director of Facilities
Mr. Tony Innmon, Jones Lang LaSalle
Grand Prairie Independent School District
2602 S. Belt Line Road
Grand Prairie, Texas 75052

RFP Will be sent via Email

from

Jones Lang LaSalle
Tony Innmon
2602 S. Belt Line Road
Grand Prairie, Texas 75052

817.235.5960

April 10, 2009

INVITATION TO OFFERORS (Construction Manager-At-Risk)

1. **REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT RISK:** The GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (“GPISD” or “Owner”) of Grand Prairie, Texas proposes to construct a **The Fannin Middle School Renovations** (“Project”) and is requesting competitive sealed proposals for a Construction Manager-At-Risk for the work pursuant to Texas Education Code Sections 44.038 and 44.039. The Construction Manager-At-Risk shall assume the risk for construction, rehabilitation, alteration, or repair of the Project at the contracted price as a general contractor and provide consultation to the Owner regarding Construction during and after the design of the facility in accordance with any and all applicable requirements of the Texas Education Code. Proposals are to be submitted in accordance with this invitation and the accompanying instructions.
2. **DESCRIPTION OF PROJECT: Fannin Middle School Renovations** is generally described as follows: **PROJECT DESCRIPTION** This package includes work associated with the repurposing of Fannin Elementary School to a middle school campus. This will include the addition of a new middle school gym and locker rooms to the existing building. Refer
3. **PROJECT SCHEDULE:** Construction Document for this Project are in development. GPISD intends to select a Construction Manager for the project. GPISD intends to award a contract for the scope on June 11th. All Projects included within this package are intended to be completed no later than July 15, 2010. The selected Construction Manager-At-Risk will be expected to provide assistance to GPISD, Jones Lang LaSalle and the Architect with the selection of building systems, cost estimating and scheduling during the pre-construction phase of the Project and to build the Project thereafter as a Construction Manager-At-Risk. **SEE ATTACHED SCHEDULE.**
4. **ESTIMATED PROJECT BUDGET:** \$6,500,000
5. **PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will not be required. Questions are welcome regarding this RFP. Submit all questions to Tony.Innmon@am.jll.com

7. **SCHEDULE FOR PROPOSAL RECEIPT AND OPENING OF PROPOSALS AND CONDUCTING OF INTERVIEWS:** Proposals received by oral, telephonic, facsimile, telegraph or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Instructions to Offerors shall be enclosed in a sealed, opaque envelope, addressed to Tony Innmon, Jones Lang LaSalle c/o Grand Prairie Independent School District at the address specified below and identified as a proposal for **Fannin Middle School Renovations**. If the proposal is delivered other than by personal delivery, the sealed envelope shall be enclosed in a separate envelope clearly notated "Sealed Proposal Enclosed" on the face thereof. Grand Prairie ISD may choose to interview any of the top three (3) Proposers. All proposals must be delivered to Owner at the following address:

Grand Prairie Independent School District
2602 S. Belt Line Road
Grand Prairie, Texas 75052
Attn: Tony Innmon, Jones Lang LaSalle

- (a) Deadline for Submitting Proposals; Opening Proposals. The Owner will receive proposals until **2:00 PM (CST), on April 30, 2009**. At such time, all proposals timely received shall be publicly opened and the name of the Offeror and the monetary terms of the Proposal (i.e., the fees and prices) read aloud. Each Offeror shall assume full responsibility for timely delivery of its Proposal to the location designated for receipt of such Proposal. Proposals received after the date and time for receipt of proposals will not receive consideration and will be returned unopened.
- (b) Evaluation of Proposals. GPISD and Jones Lang LaSalle will promptly engage in a preliminary evaluation process of the timely submitted Proposals. Within three (3) days after the opening of the Proposals, GPISD will complete its evaluation and rank each Proposal submitted based on its published criteria.
- (c) One-step Process. GPISD has elected to select a Construction Manager-At-Risk in a one-step process as permitted by Section 44.038 of the Texas Education Code, such one-step process being set forth in detail herein.

**PROPOSAL FANNIN MIDDLE SCHOOL RENOVATIONS
INSTRUCTIONS TO OFFERORS
(Construction Manager-At-Risk)**

CONTRACT DOCUMENTS: The proposal documents shall include the Invitation to Offerors, these Instructions to Offerors, the proposal form. By submitting a proposal, the Offeror represents that the Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work; that the Offeror has read and understands the proposal documents

Offerors may request clarification or interpretation of the proposal documents. Any such request must be in writing and must be received by the Jones Lang LaSalle at least FIVE (5) days prior to the last date for receipt of proposals. Interpretations, corrections and/or changes of or to the proposal documents will be made by written Addendum only. Any interpretations, corrections or changes of or to the proposal documents, made in any other manner will not be binding upon the Owner, and Offerors may not rely thereon.

Any discrepancy or conflict with the Request for Proposal shall be brought to the attention of Jones Lang LaSalle and GPISD.

PRECONSTRUCTION PHASE

Construction Manager duties during pre-construction phase are, but not limited to the following:

- a. Confirm over all project budget. Prepare detailed cost estimate.
- b. Confirm over all project schedule.
- c. Develop phasing of construction.
- d. Develop an overall management plan and Critical Path Management of critical design and construction dates.
- e. Analysis of building systems.
- f. Review Schematic Design documents.
- g. Review Design Development documents.
- h. Prepare a construction critical path management for the issuance of proposal packages.

ADDENDA: Addenda will be e-mailed and/or faxed to all who are known by the GPISD to have received a complete set of proposal documents, and will be sent to the address of each Offeror furnished by such Offeror for such purposes. In addition, copies of Addenda will be made available for inspection wherever proposal documents are on file for that purpose. Each Offeror shall acknowledge in its proposal its receipt of all Addenda issued. Failure of an Offeror to receive any such Addenda shall not relieve the Offeror from any obligation under its proposal as submitted. All Addenda so issued shall become a part of the Contract Documents.

FORM OF PROPOSAL: Proposals shall be submitted on the prescribed form, and all blanks on the proposal form shall be completed, in ink or typewritten, with sums expressed in both words and figures (in case of discrepancy between the two, the amount written in words shall govern). All requested alternates shall be priced, and if no change in the base price is required, the phrase "No Change" shall be inserted into the appropriate location. Each copy of the proposal shall include the legal name of the Offeror and shall indicate whether the Offeror is a sole proprietor, partnership, corporation or other legal entity. Each copy of the proposal shall be signed by the person or persons legally authorized to bind the Offeror. A proposal by a corporation shall name the state of incorporation of the Offeror, and shall include reasonable evidence of the authority of the person signing the proposal to bind the corporation.

REPRESENTATIONS AND CERTIFICATIONS: **The Proposal Form must be filled out, signed, and returned with your submittal.** RETURN ONE (1) SIGNED ORIGINAL PROPOSAL AND THREE (3) COPIES OF THIS PROPOSAL IN A SEALED ENVELOPE PLAINLY MARKED WITH VENDOR'S NAME, OPENING DATE AND TIME. RETURN PROPOSAL TO TONY INNMON JONES LANG LASALLE c/o GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT, 2602 S. BELT LINE ROAD,

GRAND PRAIRIE, TEXAS 75052.

Offeror shall execute and deliver to Owner with its Proposal, each of the following:

c.a. Felony Conviction Notification: Executed counterpart of the Felony Conviction Notification, in the form attached to the Proposal Form as Schedule 3.

d.b. Hold Harmless Agreement: Executed counterpart of the Hold Harmless Agreement, in the form attached to the Proposal Form as Schedule 4.

e.c. Financial Statements: Current financial statements of the offeror, as of the most recent calendar (or fiscal) year ended and current monthly income and expense statements for the fiscal year to date, certified by the offeror to be true and correct, to be attached to the Proposal Form as Schedule 5.

f.d. Certificate of Insurance (By Offeror). Attached to the Proposal as Schedule 7.

Items (a) - (d) above are required by the Owner to adequately evaluate the Offeror's qualifications. Failure of the Offeror to deliver any such items with its proposal shall constitute a basis for rejection of the proposal by the Owner

PROPOSAL SELECTION CRITERIA: Award of the Contract resulting from this solicitation shall be under the selection process described herein. A committee appointed by Owner will evaluate Proposals submitted in response to this solicitation. The five- (5) divisions of selection criteria (“Divisions”) are as follows:

- (A) Relevant Experience and Reputation
- (B) Project Management Ability
- (C) Subcontractor and Supplier Support Capability
- (D) Price Proposal
- (E) Past Performance

Each of the Divisions has been assigned an appropriate weight by the Owner as set forth below. Following an analysis and evaluation of the proposals, ranking of the Offerors will be made based upon the selection criteria. Subjective judgment on the part of the Owner is implicit in the criteria selection process. The selection process permits placing technical considerations above total price. Therefore, the Owner reserves the right to award to other than the lowest proposed price.

Once the Offerors have been ranked, the Owner will begin contract negotiations with the first ranked Offeror. If the Owner is unable to come to terms with the first ranked Offeror, discussions will be terminated and the Owner will proceed to the next ranked Offeror and repeat the process until a contract agreement is reached or all proposals are rejected.

Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate information in technical and price proposals as specified in this Instruction to Offerors.

Within 45 days after the opening of the proposals, the Owner shall evaluate and rank sequentially each proposal submitted in relation to the selection criteria.

SELECTION CRITERIA: The Owner will evaluate the proposals submitted based upon the selection criteria more fully described below:

(A) RELEVANT EXPERIENCE AND REPUTATION 25 Points

1. Minimum of eight (8) years experience as a contractor with specific experience in education facilities construction projects of the same or similar type, size, nature and class as the Project being bid, including work performed in connection with a school facility, which is occupied, and in use during construction, if applicable. Please attach as Tab A to the proposal a listing of projects accomplished as contractor with description of projects, dates of construction, cost of project, name of owner, project personnel and major subcontractors.
2. A minimum of five (5) representative projects (dollar value) constructed under construction manager-at-risk must be submitted as references to include the project name, architect or engineer, cost of the project and the contact person to include the client’s phone number. Educational Facilities Projects and Construction Manager-At-Risk Projects will receive greater consideration. Attach this information to the proposal as Tab B.
3. The general reputation of the Offeror and the quality of the Offeror’s services, including, without limitation (1) the Offeror’s reliability, capacity, ability, character, experience, reputation, integrity, skill, energy, stability and judgment; (2) the Offeror’s record of timely completion of work, compliance with laws, and warranty service; (3) the Offeror’s personnel and facilities for carrying out the Work; (4) the Offeror’s financial strength; (5) the Offeror’s safety record; and (6) the probability of satisfactory future maintenance, repair, and service to be performed by the Offeror.

(B) PROJECT MANAGEMENT ABILITY

30 Points

1. The Offeror shall provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Offeror, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Offeror's ability to perform the services. Include this information within the proposal.
 - a. The Offeror shall include a discussion of their total organizational structure. The Offeror shall indicate the qualifications of key personnel, including the project manager and project superintendent, assistant superintendent, project scheduler, estimator assigned to this project and the percentage of the time they will allocate to the project.
 - b. The Offeror shall include a discussion of the methods, tools, or procedures used to schedule the work contemplated under this proposal and shall include the total number of calendar days that are required to complete the scope of the work. Time of completion of the contract is important to the Owner and will be a factor in the consideration of the award of the contract.
 - c. The Offeror shall include evidence of ability to obtain the required bonding, insurance, general liability, and the ability to cover operating expenses. Include pertinent bank, bonding company, and creditor references with account numbers, points of contact, and telephone numbers.
 - d. Each Offeror shall be capable of furnishing payment and performance bonds, each in the amount of 100% of the contract sum. The Surety Company providing the bonds must be approved for the amount of the bonds by applicable laws of the State of Texas and by Owner and licensed to do business in the State of Texas. Compliance with this requirement may be in the form of a notarized letter from the proposed bonding company confirming Offerors ability to obtain the specified bonds.
 - e. The Offeror shall be otherwise qualified and eligible to receive an award under applicable laws and regulations.

(C) SUBCONTRACTOR AND SUPPLIER SUPPORT CAPABILITY

15 Points

1. The Offeror shall have the capabilities to effectively utilize subcontractors. Describe the Offeror's system for the selection, award and management of subcontractors, and a schedule of proposed subcontractors for this project. Attach this information to the proposal.

(D) COST CONSIDERATIONS

20 Points

1. The Owner will consider the general conditions and proposed fee as part of its evaluation. The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the proposal documents.
2. Points shall be awarded in this division based upon the total number of proposals submitted, with the lowest proposed amount receiving the highest number of points, and the highest proposed amount receiving the lowest number of points.

(E) PAST PERFORMANCE

10 Points

1. Any past or ongoing projects with Owner will be considered in the evaluation process, including but not limited to, the following:
 - a. Ability of contractor to remain on schedule.
 - b. Cooperation with Owner and school staff.
 - c. Proper and timely coordination of all trades and support personnel in completing the project.
 - d. Minimum number of major deficiencies on the substantial completion punch list.
 - e. Minimum number of warranty item call backs during the warranty phase.
 - c.f. Consistent demonstration of commitment to excellence in workmanship.
 - c.g. Safety record.

FANNIN MIDDLE SCHOOL

EVALUATION FORM

Construction Manager _____

Address _____

City / State / Zip Code _____

Phone Number _____

Category	Possible Points	Score	Remarks
Relevant Experience and Reputation	25		
Project Management Ability	30		
Subcontractor and Supplier Support Capability	15		
Price Proposals	20		
Past Performance	10		
Total Points			

MODIFICATIONS AND PROPOSAL WITHDRAWAL: A proposal may not be modified, withdrawn or canceled by an Offeror for a period of sixty (60) days after the last date specified for receipt of proposals. Prior to the last date specified for receipt of proposals, a proposal may be modified or withdrawn by notice to the Owner's Program Manager (Staubach) at the place designated for receipt of proposals. Such notice shall be in writing and executed by the Offeror. If by telegram, written confirmation executed by the Offeror shall be mailed and postmarked on or before the stated time set for receipt of proposals. Any modification shall be worded so as not to reveal the amount of the original proposal. Any proposal withdrawn may be resubmitted within the time designated for the receipt of proposals.

ACCEPTANCE AND/OR REJECTION OF PROPOSALS: The Owner may request from Offeror a written interpretation of any term or statement in the proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. Conditional proposals will not be accepted. The Owner shall have the right to reject all proposals, to reject a proposal not accompanied by the required security, to reject a proposal that is in any way incomplete, irregular or nonconforming, or to reject a proposal that may otherwise be legally rejected for any reason. To the extent allowed by law, the Owner may waive any informality in any proposal.

Unless the Owner rejects all proposals, the Owner intends to award the Contract to the Offeror that offers the best value to the Owner based on the listed selection criteria. If the Owner is unable to reach a contract agreement with the selected Offeror, the Owner shall terminate further discussions and proceed to the next Offeror in the order of the selection ranking until a contract agreement is reached or all proposals are rejected. Time is of the essence, and the award of the contract to the successful Offeror is expressly conditioned upon (I) the Offeror's execution and delivery of the contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Offeror is notified of the acceptance of its proposal, and (ii) the Offeror's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Offeror fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the award and thereafter negotiate with and award the contract to the next ranked Offeror, or may reject all proposals. There will be no contractual obligation on the part of the Owner to any Offeror, nor will any Offeror have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have either been so fulfilled by the Offeror or waived in writing by the Offeror or waived in writing by the Owner.

Each Offeror by submission of a proposal waives any claims it has or may have against the Architect, its consulting engineers and their employees, or any other consultants, and any trustees, officers, and employees of Owner, connected with or rising out of the proposal administration, proposal evaluation, proposal recommendation, the award of the contract, or the rejection of any proposals.

INSURANCE & PAYMENT & PERFORMANCE BONDS: The successful Offeror shall deliver to the Owner, within the time specified in the proposal documents, evidence of insurance and original payment and performance bonds, all in accordance with the requirements set forth in the Contract Documents.

PREVAILING WAGE RATES: Grand Prairie Independent School District utilizes the prevailing wage determinations as issued by the U.S. Department of Labor. The Davis-Bacon wage rate determination web site address for the State of Texas is www.access.gpo.gov/davisbacon/tx.html

PERFORMANCE OF CONTRACT: The successful Offeror will prosecute the Construction Manager-At-Risk Project in accordance with all applicable requirements of Chapter 44 of the Texas Education Code.

**PROPOSAL FORM FOR CONSTRUCTION MANAGEMENT AT RISK
FOR
FANNIN MIDDLE SCHOOL RENOVATIONS

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT**

Submitted by: _____

Date: _____ Phone no.: _____ Fax No.: _____

To: **Mr. Tony Innmon, Jones Lang LaSalle c/o**
Grand Prairie Independent School District
Administration Building
2602 S. Belt Line Road
Grand Prairie, Texas 75052

Having examined the Invitation to Offerors and Instructions to Offerors for the Project; the following is a breakdown of all proposed fees.

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

- (i) Hold Proposal open for acceptance for sixty (60) days.
- (ii) Accept right of Owner to reject any or all Proposals, to waive formalities and to accept the Proposal, which Owner considers most advantageous.
- (iii) By signing this Proposal Form, the undersigned in behalf of the Offeror affirms that, to the best of his knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents in the award of this Proposal.

I. FEE PROPOSAL FANNIN MIDDLE SCHOOL RENOVATIONS

A. PRECONSTRUCTION FEE

For all pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis the total cost for these services list the lump sum amount you will charge.

_____ Dollars \$ _____
(Amount written in words governs) (Amount in figures)

(If the amount is "zero", enter ".00", do not enter "no bid")

B. GENERAL CONDITIONS

General Conditions to be determined as the project is further developed. Please refer to attachment "A" for staff requirements.

General Conditions are based on an estimated project budget of \$6,500,000

C. FEE

For overhead and profit, list your proposed fee as a percentage of construction cost.

_____ %
(Percent)

II. ADDENDA

Undersigned acknowledges receipt of Addenda Nos. _____
_____ dated, 2009.

IV. PROPOSAL SECURITY – NOT REQUIRED

Proposal security in the form of a certified check or proposal bond in the amount of five percent (5%) of the Estimated Budget for the Project, is attached hereto, as a guaranty that the Offeror will unconditionally execute a satisfactory contract and furnish the payment and performance bonds, insurance and satisfy all other requirements for execution and delivery of the Contract Documents and commencement of the work constituting the Project (the “Work”).

V. CONTRACTOR’S PERSONNEL

The Offeror agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:

(1ea.) Senior PM/Project Executive: _____

(1ea.) Project Manager: _____

(1ea.) General Superintendent _____

(2ea.) Project Superintendents _____

(1ea.) Project Estimator _____

VI. REPRESENTATIONS

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

- A. The Offeror has prior experience on construction projects of the same or similar type, nature and class.
- B. The Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.

- C. The Offeror has carefully inspected the Project site, and that from the Offeror’s own investigation, the

Offeror has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offeror's site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and have included such considerations in its construction schedule and the Proposal amount.

- D. To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Staubach Company, the Architect, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of the Contract.
- E. The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code.

VI. ATTACHED SCHEDULES

The following Schedules are attached to this Proposal Form and incorporated herein:

- Schedule 1 Felony Conviction Notification
- Schedule 2 Hold Harmless Agreement
- Schedule 3 Financial Statements
- Schedule 4 Proposal Security – Not Required
- Schedule 5 Certificate of Insurance
- Schedule 6 Request for proposals for Construction Manager at Risk Questionnaire

It is understood that the right is reserved by the Owner to reject any or all Proposals, or waive any informalities in the Proposal process.

Authorized Signature

Title

Name of Contracting Firm

Address

Telephone

Facsimile

Date

**THIS PROPOSAL FORM MUST BE SUBMITTED BY
2:00 p.m. April 30, 2009**

**Submit To
Grand Prairie ISD
C/O
Tony Innmon, Jones Lang LaSalle
GPISD Administration Building
2602 S. Belt Line Road
Grand Prairie, Texas 75052**

SCHEDULE 1

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Education Code, Section 44.034, Notification of Criminal History, subsection (a) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states: "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034, Texas Education Code; and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract.

VENDOR'S NAME: _____

VENDOR'S ADDRESS & TELEPHONE: _____

AUTHORIZED COMPANY OFFICIALS NAME: _____

(Printed)

SIGNATURE OF COMPANY OFFICIAL: _____

DATE: _____

SCHEDULE 2

HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify, and hold harmless, Grand Prairie Independent School District and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of the Contract for

("Project") designated as Project No._____.

The Contractor shall also defend, indemnify and hold harmless, Grand Prairie Independent School District and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not Grand Prairie Independent School District for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED this _____ day of _____, 2007.

CONTRACTOR:

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2007, by _____ of _____, a Texas _____, on behalf of said _____.

Notary Public, State of Texas

SCHEDULE 3

FINANCIAL STATEMENTS (BY OFFEROR)

SCHEDULE 4

PROPOSED SECURITY (BY OFFEROR)
NOT REQUIRED

SCHEDULE 5

CERTIFICATE OF INSURANCE (BY OFFEROR)

SCHEDULE 6

REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER-AT-RISK QUESTIONNAIRE

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

1. Firm Information:

Name of firm:

Address of principal's office:

Phone, Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other?):

Year Founded:

Primary Individual to Contact:

2. Organization

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

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

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.

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

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

3. Licensing

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

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

4. Experience

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

4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

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

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

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

4.3.2 Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last five years?

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

4.5 Current work:
List the major construction projects your organization has in progress, giving the name and location of project, the nature of your selection for the project and the service you are providing (general contractor with bid selection, construction manager with qualification selection and GMP, etc.), owner, architect, contract amount, percent complete and scheduled completion date.

4.6 Work over last 5 years:
List major projects (particularly educational facilities) constructed by your organization over the last 5 years. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, owner and architect, and the manner in which your organization was selected (bid or RFP or other method).

5. Financial Information:

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

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses)
- Net fixed Assets
- Other Assets
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes)
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings)

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

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

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

5.5 Provide name, address, and phone for bank reference.

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

6. Experience with, Concepts for working as a Construction Manager-At- Risk.

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

6.2 Cost Estimates

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

6.3 Fees, General Conditions

Describe how your fee for pre-construction phase services would be. For your services after the GMP, describe how your fee would be calculated. Distinguish between what is included in your fee vs. the cost of the job (general conditions) and the estimated maximum percentage of the total construction cost your fees and general conditions together would comprise.

6.4 Savings

Describe your organization's concept for the disposition of savings realized during construction. Is the full amount returned to the owner?

6.5 Contingencies

Describe your organization's concept for cost contingencies during design? During construction? What is your organization's concept for the disposition of contingency funds after the completion of the project.

6.6 Cost Information

Does your firm make all cost information during design and construction available to owner, architect?

7. Personnel

Given the scope and schedule of the project, identify the specific Project Manager, Project Scheduler, Estimator, and Superintendent who would work on the project. Provide a resume and references for each individual.

8. Owner/Contractor Agreement

We propose to base the Owner/Construction Manager-At-Risk Agreement on the AIA Document A121/CMc-AGC Document 565, 2003 Edition with Amendment AIA A121/CMc-a. Please note any exceptions/issues you would raise relative to this document.

9. References

For 6 of the projects listed above (re: item 4.5), identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers) whom we could contact as references re: your organization's services. The references should be for educational projects of comparable scope.

ATTACHMENT "A"
STAFF COSTS

PROJECT: FANNIN MIDDLE SCHOOL

1) Field and home staff administration and supervision based on the Project Scope:

	<u>Raw Costs</u>	<u>Burden</u>	<u>Cost Per Week</u>
Sr. PM/Executive	\$ ____/wk x	____ % x	= ____
Project Manager	\$ ____/wk x	____ % x	= ____
General Superintendent	\$ ____/wk x	____ % x	= ____
Project Superintendent	\$ ____/wk x	____ % x	= ____