



**Proposal Form  
and Schedules**

**2011 Bond Program  
White Middle School Campus  
Improvement Project  
CMR Selection**

**Construction Management  
& Engineering Department**



**WHITE M.S. CAMPUS IMPROVEMENT PROJECT  
CONSTRUCTION-MANAGER-AT-RISK SELECTION**

**RFCSP No. 71-14**

**SUBMITTED BY 2:00 P.M. ON FEBRUARY 5, 2014**

**PROPOSAL OF:**

\_\_\_\_\_  
**(NAME OF RESPONDENT)**

TO: Director of Purchasing  
North East Independent School District  
8961 Tesoro Drive, Suite 317  
San Antonio, Texas 78217

FOR: 2011 Bond Program – White Middle School Campus Improvement Project  
Construction-Manager-at-Risk Selection (RFCSP No. 71-14)

Dear Owner:

The Respondent named herein (“Offeror”), in compliance with the Invitation to Offerors and Instructions to Offerors for the 2011 Bond Program – White Middle School Campus Improvement Project Construction-Manager-at-Risk Selection (“Project”), RFCSP No. 71-14 for the North East Independent School District, San Antonio, Texas (“Owner”), having visited the Project site and carefully examined the Project Drawings, Specifications, Addenda Nos. \_\_\_\_\_, and all other Contract Documents (as such term is defined in the Instructions to Offerors), hereby offers to enter into a Contract to furnish all labor, materials, tools, equipment, transportation, machinery, supplies, insurance, permits, taxes, and services necessary to complete the Work in accordance with the Contract Documents, within the time set forth herein, and at the Proposal cost stated herein. The Offeror fully understands the intent and purpose of the Contract Documents and the conditions of bidding as set forth in the Invitation to Offerors and the Instructions to Offerors. The Offeror hereby covenants and agrees that claims for additional compensation or extensions of time because of Offeror’s failure to familiarize itself with the Contract Documents or any condition at the Project site, which might affect the Work, will not be allowed.

**General Note: In case of a difference in written words and figures in this Proposal Form, the amount stated in written words shall govern.**

1. **Construction-Manager-at-Risk (CMR) Total Fee:** The Offeror agrees to serve as the Construction-Manager-at-Risk for the Project and execute all the Work described in the Scope of Services, Drawings, Specifications, and other Contract Documents at the Project site for the sum of \_\_\_\_\_

**Line 1: CMR Total Fee Bid = \$ \_\_\_\_\_**

**Line 2: CMR Total Fee Percentage Bid: \_\_\_\_\_ %**

**CMR Total Fee Bid % = CMR Total Fee Bid / Estimated Cost of the Work**

**Estimated Cost of the Work = \$7,250,000 – CMR Total Fee Bid**

**Note:** The CMR Total Fee includes the cost of CMR Pre-Construction Services, CMR General Conditions, and CMR Profit based on an Estimated Project Budget of \$7,250,000. The Project Budget Estimate includes the CMR Total Fee Bid and the Estimated Cost of Work. Costs that must be reflected in the Construction Manager's General Conditions Costs include, but are not limited to: Payment and Performance Bonds; Workers Compensation Insurance; General and Excess Liability Insurance; Builders Risk Insurance; Completed Operations Policy; Field and Home Office Supervision and Operation Costs; Labor Burden and Employee Benefits Costs; Field Office Rental and Utility Costs; Field Office Sanitation Services; Vehicle and Equipment Maintenance and Fuel Costs to Support Field Office Operations; Job Site Safety and Security Costs; Construction Manager Mobilization Costs; Site and Facility Layout Costs; Site and Building Clean-up Costs; and any other Category of General Conditions Cost that is standard in the Construction Industry. These costs are **further clarified** on the following page in the **Construction-Manager-at-Risk General Conditions Schedule of Costs**.

## Construction Manager's General Conditions Schedule of Costs

#	CATEGORY OF COST	COMMENT
<b>Construction Manager's Project Management (PM) Team Costs</b>		
1	Project Executive and Home Office Support to Field Operations	As Required / Included in CM General Conditions Bid Cost
2	Project Manager	Full Time On-Site / Included in CM General Conditions Bid Cost
3	Project Superintendent	
4	Project Engineer	
5	Salary, Labor Burden, Employee Benefits, Payroll Taxes, and Insurance Costs to Support On-Site PM Team	Included in CM General Conditions Bid Cost
<b>Construction Manager's Project Office Set-Up and Operation Costs</b>		
6	Construction Manager Field Office Trailer and Company Job Sign	Set-Up and Use for Project Duration / Included in CM General Conditions Bid Cost
7	CM Office Equipment, Furniture and Supplies (i.e., Computers & Software, DSL Lines for E-Mail, Phone Installation and Usage Charges, Fax Machines, Copiers, Hardhats & Safety Equipment, Survey & Engineering Equipment, Portable Site Radios, First Aid Supplies, Other Equipment, Office Stationery and Supplies, Ice, Cups, Water, and Coffee)	Set-up, Daily Use, Maintenance & Repair, and Removal Included in CM General Conditions Bid Cost
8	CM Field Office Utility Connections (Electric, Water & Sewer)	Included in CM General Conditions Bid Cost
9	CM Field Office Utility Service Usage Charges	Job Cost
10	CM Courier Service and Postage	Included in CM General Conditions Bid Cost
11	Office Clean-up	Included in CM General Conditions Bid Cost
<b>Construction Manager's Plan, Permitting, and Field Operation Costs</b>		
12	Bid Advertising, Plan Printing, and Project Building Permit	Job Cost
13	Payment and Performance Bonds, Project General and Excess Liability Insurance Costs, Builders Risk Insurance Costs, and Completed Operations Policy Costs	Included in CM General Conditions Bid Cost
14	Construction Manager Mobilization and Demobilization	Included in CM General Conditions Bid Cost
15	Construction Manager Vehicles – includes Insurance Costs, Usage Costs (Gas, Oil, & Grease), and Maintenance & Repair	Included in CM General Conditions Bid Cost
16	Signage to Control Project Site Access/Egress	Included in CM General Conditions Bid Cost
17	Project CPM Schedule (Development, Monitoring & Updating)	Included in CM General Conditions Bid Cost
18	Project Site Safety Program, Training, Daily Monitoring, Inspections, Report Logs, and AGC or ABC Safety Fees/Dues	Included in CM General Conditions Bid Cost
19	Physical Project Site Safety (i.e., Jobsite Fence, Fall Protection Barricades, Temporary Stairs-Partitions-Enclosures)	Job Cost
20	On-Site Security for Construction Manager's Office and Storage Trailers and Subcontractors' Office and Equipment Trailers	Included in CM General Conditions Bid Cost
21	On-Site Security for New Facilities under Construction	Job Cost
22	Specific Project Field Engineering and Layout Costs for Establishing All Project Building Corners	Included in CM General Conditions Bid Cost
23	General Site and Field Engineering Layout Costs	Job Cost
24	Temporary Toilets to Support CM and Subcontractors for Duration of Project (includes Set-up, Cleaning, and Removal)	Included in CM General Conditions Bid Cost
25	Weekly Project/Job Site and Building Clean-up	Included in CM General Conditions Bid Cost
26	Trash Dumpster Operation Costs	Job Cost
27	Final Project/Job Site and Building Clean-Up	Included in CM General Conditions Bid Cost



## 2. Construction-Manager-at-Risk (CMR) Fee Breakdown:

CMR Fee Category	Fee Percentage (%)	Fee in Dollars (\$)
<b>Construction-Manager-at-Risk Pre-Construction Services (CMR-PCS) % and Fee</b> This Fee is a Function of the Actual Cost of Work	%	
<b>Construction-Manager-at-Risk General Conditions (CMR-GC) % and Fee</b> This Fee is a Function of the Actual Cost of Work	%	
<b>Construction-Manager-at-Risk Profit (CMR-Profit) % and Fee</b> This Fee is a Function of the Actual Cost of Work	%	
<b>Construction-Manager-at-Risk Total Fee (CMR-TF)</b>	%	

Note: The formula for adjusting the Construction-Manager-at-Risk Total Fee – based on the receipt of Actual Bids as compared to the advertised Estimated Project Budget of \$7,250,000 – will be based on the methodology shown in the North East I.S.D. Supplementary Contract Provisions (see Section 5.1.2). All Offerors should take this CMR Fee calculation methodology into account when preparing their Proposal.

**3. Time for Completion:** If awarded the Contract, the Offeror agrees to: (1) commence the Work within 10 days after Notice to Proceed with Construction is given to Offeror by the Owner; (2) achieve Substantial Completion of each Project Facility in accordance with the Project Scope of Work and Design Program as specified in the Invitation to Bidders (Paragraph 3) and shown at Exhibit B, and the Schedule of Services as specified in the Invitation to Bidders (Paragraph 4) and shown at Exhibit C; and (3) complete all Construction-Manager-at-Risk Scope of Service Requirements and Responsibilities as specified in the Invitation to Bidders (Paragraph 7) and shown at Exhibit D.

**4. Proposal Security:** Proposal security in the form of a certified check or bid bond in the amount of five percent (5%) of the Bid Proposal is attached hereto as a guarantee that the Offeror will unconditionally execute a satisfactory Contract and furnish the payment and performance bonds, and insurance, and satisfy all other requirements for execution and delivery of the Contract Documents and commencement of the Work.

**5. Contractor's Personnel:** The Offeror agrees to employ the following individuals (100% and full-time and on-site) for the entire duration of the Project in the positions indicated, and agrees not to remove them from the Project nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by the Owner:

- **Project Manager:** \_\_\_\_\_
  
- **Project Superintendent:** \_\_\_\_\_
  
- **Project Engineer:** \_\_\_\_\_

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

(a) The Offeror has prior experience on construction projects of the same or similar type, nature, and class as the Work for the Project.

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

(d) To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Architect, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants, and employees arising out of or in connection with: the administration, evaluation, or recommendation of any proposals; waiver of any requirements under the Proposal or Contract Documents; acceptance or rejection of any Proposals; and the award of the Contract.

**7. Attached Schedules:** All Schedules are due with the Proposal Form, and include:

- Schedule 1 – North East ISD General Contractor Qualifications Form
  - Tab A – List of Similar Educational CM-at-Risk (CMR) Projects
  - Tab B – List of Other Types of CMR Projects
  - Tab C – Letters of Reference/Recommendation from Owners and/or Consultants
  - Tab D – Company Business Profile
  - Tab E – Resume for Project Manager
  - Tab F – Resume for Project Superintendent
  - Tab G – Resume for Project Engineer
- Schedule 2 – Felony Conviction Notification Form
- Schedule 3 – Hold Harmless Agreement
- Schedule 4 – Company Financial Statement
- Schedule 5 – Certificate of Insurance
- Schedule 6 – Proposal Security / Surety Letter on Bonding Capacity
- Schedule 7 – North East I.S.D. Conflict of Interest Questionnaire

**8. Offeror's Signature:**

Name of General Contractor: \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_

Printed Name of Company Official: \_\_\_\_\_

Title of Company Official: \_\_\_\_\_

Date: \_\_\_\_\_



# SCHEDULE 1

## NORTH EAST INDEPENDENT SCHOOL DISTRICT GENERAL CONTRACTOR QUALIFICATIONS FORM

<b>Instructions:</b> General Contractors responding to this RFCSP must complete and submit this North East ISD General Contractor Qualifications Form.	
Date Submitted:	
Response for Project:	<b>2011 Bond White M.S. Campus Improvement Project</b>
Project RFCSP No.:	<b>71-14</b>
General Contractor's Company Name:	
Local Physical Address:	
City, State, Zip Code:	
Telephone No.:	
Email Address:	
Federal Employer Identification Number (EIN):	
Principal Point of Contact:	
License Number(s):	

### 1. TYPE OF BUSINESS:

CORPORATION:

Year Company was established: \_\_\_\_\_ Number of years under present Ownership: \_\_\_\_\_

PARTNERSHIP:

Date of Organization: \_\_\_\_\_ Type of Partnership:  General  Limited  Association

SOLE PROPRIETORSHIP:

Year Company was established: \_\_\_\_\_ Number of years under present Ownership: \_\_\_\_\_

Have you ever done business under any other name?  Yes  No

If yes, list name(s) \_\_\_\_\_



**2. FINANCIAL SUMMARY:**

**SURETY COMPANY:** Surety must be "A" Rated and listed on the U.S. Department of Treasury's Listing of Certified Companies (see website: [http://www.fms.treas.gov/c570/c570\\_a-z.html](http://www.fms.treas.gov/c570/c570_a-z.html))

Name of Surety Company:

\_\_\_\_\_

Agent Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Bonding Capacity Limits: *Attach letter from Surety stipulating Firm's Bonding Capacity at Schedule 6.*

Single Project: \_\_\_\_\_ Aggregate: \_\_\_\_\_ Bonding Capacity Available: \_\_\_\_\_

**INSURANCE:** Attach Certificate of Insurance (Specimen) at Schedule 5.

<u>COVERAGE TYPE</u>	<u>LIMITS</u>	<u>COVERAGE TYPE</u>	<u>LIMITS</u>
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Workmen's Compensation:	_____	Excess / Umbrella Liability:	_____
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General Liability:	_____	Automobile Liability:	_____
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**BANK CREDIT REFERENCE:**

Bank Reference Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Unsecured Line of Credit Limit: \_\_\_\_\_

Amount owed on the Unsecured Line of Credit? \_\_\_\_\_



**CONTRACT TERMINATIONS AND LEGAL PROCEEDINGS:**

a. Has the Company been terminated or held in default on any project in the past five years?  Yes  No

*If yes, list Project Owner, Project Name, Description of Work, and the Circumstances Involved:*

Project Owner: \_\_\_\_\_

Project Name: \_\_\_\_\_ Description of

Circumstances Involved:

*Attach additional sheets as necessary*

b. Has the Company been involved in project-related legal or administrative proceedings, mediation, or arbitration, whether pending or concluded, in the past five years?  Yes  No

*If yes, list Project Owner, Project Name, Description of Work, and the Circumstances Involved:*

Project Owner: \_\_\_\_\_

Project Name: \_\_\_\_\_ Description of Work:

Circumstances Involved:

*Attach additional sheets as necessary*

**3. SAFETY RATING:** List the Company's Experience Modifier Rate (EMR) for the last three years:

<u>YEAR</u>	<u>EMR</u>
20_____	_____
20_____	_____
20_____	_____

**4. SIMILAR EDUCATIONAL CONSTRUCTION-MANAGER-AT-RISK (CMR) PROJECTS:** List up to 20 similar Educational Projects that your company has either completed or currently has under contract, using the Construction-Manager-at-Risk (CMR) bid delivery method. Note the following criteria applies for this list of Projects:

- List Educational Projects *only* – i.e., K-12, College, or University work – with Contract Bid Award dates from 2006-2014;
- Projects must be greater than \$7,000,000 in value and / or 50,000 SF in scope; and
- Projects must have been managed by the local business office – see *Invitation to Offerors, Section 10a & Instructions to Offerors, Section 5a(ii)*.

	PROJECT TITLE	OWNER	CONTRACT VALUE / SF SCOPE	BID METHOD	CONTRACT AWARD DATE	OFFICE MANAGING PROJECT
1				CMR		
2				CMR		
3				CMR		
4				CMR		
5				CMR		
6				CMR		
7				CMR		
8				CMR		
9				CMR		
10				CMR		

NOTE: Include additional detailed information on these Educational CM at Risk Projects at Tab A to this Schedule 1.

**4. SIMILAR EDUCATIONAL CONSTRUCTION-MANAGER-AT-RISK (CMR) PROJECTS (Continued):**

	PROJECT TITLE	OWNER	CONTRACT VALUE / SF SCOPE	BID METHOD	CONTRACT AWARD DATE	OFFICE MANAGING PROJECT
11				CMR		
12				CMR		
13				CMR		
14				CMR		
15				CMR		
16				CMR		
17				CMR		
18				CMR		
19				CMR		
20				CMR		

*NOTE: Include additional detailed information on these Educational CM at Risk Projects at Tab A to this Schedule 1.*

**5. OTHER TYPES OF CONSTRUCTION-MANAGER-AT-RISK (CMR) PROJECTS:** List up to 20 Other Types of Projects (i.e., non-educational projects) that your company has either completed or currently has under contract, using the Construction-Manager-at-Risk (CMR) bid delivery method. Note the following criteria applies for this list of Projects:

- List Projects related to Commercial, Health Care, Governmental Work (Federal, State, Local), etc. with Contract Bid Award dates from 2006-2013;
- Projects must be greater than \$7,000,000 in value and / or 50,000 SF in scope; and
- Projects must have been managed by the local business office – see *Invitation to Offerors, Section 10a & Instructions to Offerors, Section 5a(iii)*.

	PROJECT TITLE	OWNER	CONTRACT VALUE / SF SCOPE	BID METHOD	CONTRACT AWARD DATE	OFFICE MANAGING PROJECT
1				CMR		
2				CMR		
3				CMR		
4				CMR		
5				CMR		
6				CMR		
7				CMR		
8				CMR		
9				CMR		
10				CMR		

NOTE: Include additional detailed information on these Other Types of CM at Risk Projects at Tab B to this Schedule 1.



**5. OTHER TYPES OF CONSTRUCTION-MANAGER-AT-RISK (CMR) PROJECTS (Continued)**

	PROJECT TITLE	OWNER	CONTRACT VALUE / SF SCOPE	BID METHOD	CONTRACT AWARD DATE	OFFICE MANAGING PROJECT
11				CMR		
12				CMR		
13				CMR		
14				CMR		
15				CMR		
16				CMR		
17				CMR		
18				CMR		
19				CMR		
20				CMR		

*NOTE: Include additional detailed information on these Other Types of CM at Risk Projects at Tab B to this Schedule 1.*

**6. OWNER AND ARCHITECT / ENGINEER REFERENCES:** Please list at least two Owner references and at least two Architect / Engineer references below. Include Letters of Reference/Recommendation from Owners and/or Consultants at Tab C to Schedule 1 – see Instructions to Offerors, Section 5a(v).

a. OWNERS

**Owner #1:** \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Owner #2:** \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Owner #3:** \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

b. ARCHITECTS / ENGINEERS

**A/E #1:** \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**A/E #2:** \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**A/E #3:** \_\_\_\_\_ Contact Person: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**7. LOCAL BUSINESS OFFICE CERTIFICATION:** (See *Invitation to Offerors*, Section 10(a))

a. Does your Company have a permanent business office located within a 100-mile radius of the District's headquarters building (8961 Tesoro Drive, San Antonio, Texas 78217)?  YES  NO

b. If YES, provide physical address of this office:

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

c. How long has your Company conducted business at this office? \_\_\_\_\_ Years \_\_\_\_\_ Months

d. Number of full-time employees assigned to this office: \_\_\_\_\_ Employees

e. Provide a Company business profile at Tab D to Schedule 1 – see *Instructions to Offerors*, Section 5c(i).

**8. OTHER COMPANY OFFICE LOCATIONS IN TEXAS:**

a. Does your Company have other office locations in Texas?  YES  NO

b. If YES, please list all cities where these other offices are located in Texas:

(1) \_\_\_\_\_ (3) \_\_\_\_\_

(2) \_\_\_\_\_ (4) \_\_\_\_\_

**9. PROJECT MANAGEMENT PERSONNEL:** List the Project Manager (PM), Project Superintendent, and Assistant Project Engineer proposed for assignment to this project. List the five (5) most recent projects completed by each individual.

	PROJECT MANAGER				YEARS WITH COMPANY	OFFICE MANAGING PROJECT
	PROJECT TITLE	OWNER	CONTRACT VALUE / SF SCOPE	BID METHOD	CONTRACT AWARD OR COMPLETION DATE	
1						
2						
3						
4						
5						

	PROJECT SUPERINTENDENT				YEARS WITH COMPANY	
1						
2						
3						
4						
5						

*NOTE: Include complete resumes for the Project Manager at Tab E, and for the Project Superintendent at Tab F to Schedule 1.*

**9. PROJECT MANAGEMENT PERSONNEL (Continued):**

	PROJECT ENGINEER				YEARS WITH COMPANY	
	PROJECT TITLE	OWNER	CONTRACT VALUE / SF SCOPE	BID METHOD	CONTRACT AWARD OR COMPLETION DATE	OFFICE MANAGING PROJECT
1						
2						
3						
4						
5						

*NOTE: Include complete resumes for the Project Engineer at Tab G to Schedule 1.*

**10. ACKNOWLEDGEMENTS:** The Offeror's Owner(s) and/or its Principal(s) certify that they:

- a. Have not within a three-year period preceding this application submission been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- b. Pursuant to the State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, the undersigned certifies this Company

is or  is not (check one)

owned or operated by anyone who has been convicted of a felony. This statement is not required of a publicly-held corporation.

- c. The undersigned affirms that he/she is duly authorized to execute contracts on behalf of the Offeror.

**11. SIGNATURE PAGE:**

NAME OF OFFEROR  
(RESPONDENT): \_\_\_\_\_

NAME OF OFFEROR'S  
REPRESENTATIVE: \_\_\_\_\_  
(Type or Print)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Enclosures to this Schedule 1:

- Tab A – List of Similar Educational CM-at-Risk (CMR) Projects
- Tab B – List of Other Types of CMR Projects
- Tab C – Letters of Reference/Recommendation from Owners and/or Consultants
- Tab D – Company Business Profile
- Tab E – Resume for Project Manager
- Tab F – Resume for Assistant Project Manager
- Tab G – Resume for Project Superintendent
- Tab H – Resume for Assistant Project Superintendent

# SCHEDULE 2

## FELONY CONVICTION NOTIFICATION

Texas 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 then conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge:

**GENERAL**

**CONTRACTOR:** \_\_\_\_\_

**COMPANY OFFICIAL**

**(Printed):** \_\_\_\_\_

**DATE:** \_\_\_\_\_, 2014.

**CHOOSE ONLY 1 (EITHER A, B, OR C)**

A.  My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company Official: \_\_\_\_\_

B.  My firm is **NOT** owned **NOR** operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Company Official: \_\_\_\_\_



**SCHEDULE 3**  
**HOLD HARMLESS AGREEMENT**

The General Contractor shall defend, indemnify, and hold harmless, North East 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 General Contractor or any agent, employee, subcontractor or supplier of the General Contractor in the execution or performance of the Contract for the 2011 Bond Program – White Middle School Additions and Renovations Project Construction Manager at Risk Selection (collectively, the “Project”) designated as RFCSP No. 71-14.

The General Contractor shall also defend, indemnify and hold harmless, North East Independent School District and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material supplier or mechanic for payment for work materials provided on behalf of the General Contractor in the performance of the Contract and all such claimants shall look solely to General Contractor and not North East 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 \_\_\_\_\_, 2014.

**GENERAL CONTRACTOR:** \_\_\_\_\_

OFFICIAL'S SIGNATURE: \_\_\_\_\_

OFFICIAL'S PRINTED NAME: \_\_\_\_\_

OFFICIAL'S TITLE: \_\_\_\_\_

**STATE OF TEXAS**  
**COUNTY OF BEXAR**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014,

by \_\_\_\_\_ of \_\_\_\_\_, a Texas \_\_\_\_\_, on

behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**SCHEDULE 4**  
**COMPANY FINANCIAL STATEMENT**

**SCHEDULE 5**  
**CERTIFICATE OF INSURANCE**

**SCHEDULE 6**  
**PROPOSAL SECURITY & SURETY LETTER**  
**ON BONDING CAPACITY**

# SCHEDULE 7

## NORTH EAST I.S.D. CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</b></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="margin-left: 40px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 150px;">_____</p> <p style="text-align: right;">Date</p>		