



The Millennials have landed.



Session: 093006

Date: Friday, Sept. 30, 2016

Time: 8:30 am – 9:30 am



Structuring Contract Proposals for the Millennial Generation

Presented by:

- Rob Roy Parnell — The Texas State University System
- Peter Schmid — The Texas A&M University System
- Stan Scott — Scott Consulting & The University of Texas System (Retired)
- David Boram — Vaughn Construction



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Agenda

- Introductions
- Review of Statutes & Owners' Perspectives
- State Universities' Current Approaches to RFP Pricing
- Grading Matrix
- How Do You Change the Matrix: TAMU Case Study
- How Do You Manage Rapidly Evolving Industry & Millennials Expectations



The Statutes

Texas Government Code — Section 2269.255 Performance of Work

(a) A construction manager-at-risk shall publicly advertise for bids or proposals and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions



The Statutes

Texas Education Code — Section 51.776 Definitions

(7) "General conditions" in the context of a contract for the construction, rehabilitation, alteration, or repair of a facility means **on-site management, administrative personnel, insurance, bonds, equipment, utilities, and incidental work, including minor field labor and materials.**



The Statutes

Texas Education Code — Section 51.782 Contracts for Facilities: Construction Manager-at-Risk

(i) A construction manager-at-risk shall publicly advertise, in the manner prescribed by the institution, and receive bids or proposals from trade contractors or subcontractors for the performance of all major elements of the work other than general conditions work.



The Statutes

Texas Education Code — Section 51.782 Contracts for Facilities: Construction Manager-at-Risk

Within (e) If a one-step process is used, the board **may request**, as part of the offeror's proposal, proposed fees and prices for fulfilling the general conditions. If a two-step process is used, the board may not request fees or prices in step one. In step two, the board **may request** that five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and **its price for fulfilling the general conditions**.



General Conditions Defined in the UT System Contract

3.1 “General Conditions Cost” means costs incurred and minor work performed by the Construction Manager without the need for competitive bids/proposals as allowed under Texas Education Code section 51.782 (i), as amended. The allowable General Conditions items are further described and limited by attached exhibit.



Seminar Evaluation

We hope you enjoyed this session...

Please take a moment to complete the evaluation form.

Thank you!





Structuring Contract Proposals for the Millennial Generation

Presented by:

Rob Roy Parnell - Texas State University System

Peter Schmid - Texas A&M University System

**Stan Scott - Scott Consulting &
University of Texas System (Retired)**

David Boram - Vaughn Construction



Texas A&M University System

CRITERIA FOUR: RESPONDENT'S PRICING AND PROJECT DELIVERY PROPOSAL

THIS SECTION MUST BE COMPLETED AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO RETURN THIS SECTION WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Proposal of: _____
(Company Name)

To: The Texas A&M University System

Ref.: RELLIS Campus Infrastructure
Texas A&M University
Bryan, Texas
Project No. 01-3228

Having carefully examined all of the requirements of this RFP and any attachments thereto, the undersigned proposes to furnish DB services as required at the terms stated herein.

Pricing Schedule and Costing Methodologies

Include all fees and costs of the Contractor associated with the Pre-Construction Phase and Construction Phase Services for this project. Identify fee and costs based upon the AACC as stated in the Program of Requirements or the Scope of Work listed in Section 1 of this RFP.

PART 1, PRE-CONSTRUCTION PHASE FEE

Contractor's fee for the Construction Contractor's Participation in the Pre-Construction Phase
(Includes All Design Phases but **DOES NOT include the design fee**)
(\$_____)

PART 2, CONSTRUCTION PHASE FEE

A. For Construction Phase Services, based on the anticipated GMP established at the time of this Agreement, Owner shall pay Contractor a stipulated Construction Phase Fee amount of:

_____ Dollars (\$_____);

B. If the Owner agrees to an increase or decrease in the GMP, the Construction Phase Fee shall be equitably adjusted.

PART 3, LIMITATION ON GENERAL CONDITIONS COSTS

A. Attachment F' – Partial General Condition Line Items shall be completed, unaltered, and attached. No Exceptions.

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date received. Enter "0" if none received.

No. 1 _____ Date _____

No. 2 _____ Date _____

No. 3 _____ Date _____

No. 4 _____ Date _____

PARTIAL GENERAL CONDITION LINE ITEMS (Itemized)

Attachment F

This worksheet must be COMPLETED and attached without modification and NO EXCEPTIONS.
Failure to do so is cause for disqualification.

Full Time, On-Site Project Management Staff

Minimum Full Time, On-Site Personnel Required by Contract:	Monthly Salary Rate
Project Manager	_____
Superintendent	_____
Project Scheduler/Expediter	_____
Project Engineer	_____
Quality Control (AE & Struct)	_____
Quality Control (MEP)	_____
Project Safety Assistant Coordinator (PSC)	_____
Project Safety Assistant (PSA)	_____

Refer to Special Conditions for staffing experience and agreement for monthly salary rate.
The Monthly Salary Rates above shall match the personnel proposed for the project.

	\$ Amount or Rate
Bonds	
Contractor Payment and Performance Bonds	_____
Project Insurance as Required by Contract	
Workers Compensation	_____
Commercial General Liability	_____
Comprehensive Automobile Liability	_____
Umbrella Liability (\$5,000,000)	_____



Texas State University System

RESPONDENT'S PRICING AND DELIVERY PROPOSAL

Proposal of: _____
(Respondent's Company Name)

To: Brian McCall, Ph.D.
Chancellor
Texas State University System
Austin, Texas

Project Name: **RFQ/P for CM@R for New Science and Technology Building for Lamar University**

RFQ/P No.: **758-16-05027**

Having carefully examined all the requirements of this RFQ/P, the proposed form of Agreement, and any attachments to them, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms:

4.3.2.1 ESTABLISHMENT OF THE CONSTRUCTION MANAGER'S BUDGET LIMITATION: The Owner has established a Construction Cost Limitation (CCL) amount for the project of **\$46,300,000**, which includes a construction manager contingency commensurate with the current stage of project development (project programmed, but design not started). This is the Owner's current target for the Guaranteed Maximum Price for the project.

4.3.2.2 RESPONDENT'S PRE-CONSTRUCTION PHASE FEE: The Respondent shall identify a Pre-Construction Phase Fee, pursuant to Article 5 of the Agreement.
\$ _____

4.3.2.3 RESPONDENT'S CONSTRUCTION PHASE FEE: Using the Anticipated GMP identified above, the Respondent shall identify a Construction Phase Fee percentage, pursuant to Article 14 of the Agreement:

Respondent's Proposed Construction Phase Fee **Percentage**: _____%

Respondent's Equivalent Estimated Construction Phase Fee **Amount** (*percentage times the anticipated GMP above*): \$ _____

4.3.2.4 RESPONDENT'S NOT-TO-EXCEED GENERAL CONDITIONS COSTS: Using the Project Planning Schedule, the Respondent shall identify a General Conditions not-to-exceed percentage amount as defined by Article 13 and Exhibit C of the Agreement and the 2005 Uniform General Conditions of the Texas Building and Procurement Commission.

Respondent's Proposed General Conditions **Percentage:**

_____ %

Respondent's Equivalent Estimated General Conditions **Amount** (percentage times the anticipated GMP above):

\$ _____

Additional fees or services required by any business policies adopted by a Respondent that are not specifically identified in Attachment 1 (attached) shall be included in the fee proposed in Article 4.3.2.3.

Total Construction Duration (Notice to Proceed for Construction to Substantial Completion): 540 Days / 18 Months

- 4.3.2.5 LIQUIDATED DAMAGES: Liquidated Damages as defined by the Agreement are set at: **\$2,000** per calendar day.
- 4.3.2.6 Using the not-to-exceed General Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office and office supply costs for the Project as listed below:

Allowable General Condition Line Item Category	Estimated Total Cost		
On-Site Project Management Staff			
Bonds and Insurance	\$		
Temporary Project Utilities	\$		
Field Offices & Office Supplies	\$		
Estimated On-Site Project Management Staff and Rates			
Position	Quantity	Months	Monthly Salary Rate
Project Executive			\$
Project Manager			\$
Superintendent(s)			\$
Assistant Superintendent(s)			\$
Project Engineer/Expeditor(s)			\$
Field/Office Engineer(s)			\$
Field Office Support Staff			\$
CPM Scheduler			\$
Safety Coordinator/Assistant(s)			\$
TOTAL:			\$

*WHEN THE DESIGNATED POSITION IS UTILIZED LESS THAN FULL TIME FOR THE PROJECT, THE QUANTITY SHALL BE REFLECTED AS A PERCENTAGE OF THE POSITION'S TIME ON THE PROJECT (I.E. 50% TIME UTILIZATION ON THE PROJECT WOULD REFLECT A QUANTITY OF ONE HALF).

4.3.2.7 ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFQ/P (initial if applicable).

Addendum	Initial	Addendum	Initial
No. 1		No. 4	
No. 2		No. 5	
No. 3		No. 6	

4.3.2.8 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the Owner as the Respondent with the “best value” Proposal, and to commence services on or before the commencement date stated by the Owner in a Notice to Proceed. The Owner reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

State of Texas Tax Account No. _____

SUBMIT THE ABOVE SEPARATELY FROM THE HUB COMMITMENT LETTER AND THE QUALIFICATION PROPOSAL IN A SEALED PACKAGE



University of Texas System

CRITERIA SEVENTEEN: RESPONDENT’S PRICING AND DELIVERY PROPOSAL

Proposal of: _____
(Respondent’s Company Name)

To: Paul L. Foster, Chairman
The Board of Regents
The University of Texas System
Austin, Texas

Project Name: UNVIVERSITY OF TEXAS RIO GRANDE VALLEY
INTERDISCIPLINARY ENGINEERING AND ACADEMIC STUDIES BUILDING
RFP/RFQ No.: 903-944

Having carefully examined all the requirements of the previously issued RFQ, this RFP, the proposed form of Agreement, and any attachments to them, the undersigned proposes to furnish Construction Manager-At-Risk services as required for this Project on the following terms. *Note that the original version of the contract issued with the RFQ/RFP may be different in Article 24 regarding the use of the CCL verses the GMP for the basis of the construction cost. The actual contract will use these terms:*

- 5.4.2 **ESTABLISHMENT OF THE CONSTRUCTION MANAGER’S BUDGET LIMITATION:** The Owner has established a Construction Manager’s Budget Limitation (CMBL) amount of **\$25,510,782.00**, which includes the Pre-Construction Phase Fee and the Construction Services Anticipated Guaranteed Maximum Price Proposal.
- 5.4.3 **RESPONDENT’S PRE-CONSTRUCTION PHASE FEE:** The Respondent shall identify a Pre-Construction Phase Fee, pursuant to Article 5 of the Agreement.

Respondent’s Pre-Construction Phase Fee \$ _____

- 5.4.4 **ESTABLISHMENT OF THE ANTICIPATED GUARANTEED MAXIMUM PRICE:** Using the CMBL and the Respondent’s Pre-Construction Phase Fee identified above, the Respondent shall identify the Anticipated Guaranteed Maximum Price (GMP), pursuant to Article 7 of the Agreement:

Construction Manager’s Budget Limitation	\$25,510,782.00
	(less)
Respondent’s Proposed Pre-Construction Phase Fee (as identified above)	\$ _____
	(equals)
Remaining Balance for Anticipated Guaranteed Maximum Price (Anticipated GMP)	\$ _____

- 5.4.5 **RESPONDENT’S CONSTRUCTION PHASE FEE:** Using the Anticipated GMP identified above, the Respondent shall identify a Construction Phase Fee percentage, pursuant to Article 14 of the Agreement:

Respondent's Proposed Construction Phase Fee Percentage _____ %
(included in the Anticipated GMP) (equals)

Respondent's Equivalent Estimated Construction Phase Fee
Amount *(percentage times the Anticipated GMP above)* \$ _____

5.4.6 **RESPONDENT'S NOT-TO-EXCEED GENERAL CONDITIONS COSTS:** Using the Project Planning Schedule included in Section 2.5 of the previously issued RFQ, the Respondent shall identify a General Conditions not-to-exceed percentage amount as defined by Article 13 and Exhibit C of the Agreement, the Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts, the Special Conditions, Owner Specification Sections 00 73 16, 01 31 00, 01 32 00, 01 35 23, 01 45 00, 01 57 23, 01 77 00, 01 91 00, 10 14 16.11.

Respondent's Proposed General Conditions Percentage _____ %
(equals)

Respondent's Equivalent Estimated General Conditions Amount
(percentage times the Anticipated GMP above) \$ _____

Total Construction Duration *(Notice To Proceed for Construction to Final Completion as identified in Section 2.5)* **19 months**

5.4.6.1 Using the not-to-exceed General Conditions costs identified above, the Respondent shall identify all project management, bonds, insurance, field office and office supply costs for the Project as listed below:

<u>Allowable General Condition Line Item Category</u>		<u>Estimated Total Cost</u>
On-Site Project Management Staff	subtotal	\$ _____
Bonds and Insurance	subtotal	\$ _____
Temporary Project Utilities	subtotal	\$ _____
Field Offices & Office Supplies	subtotal	\$ _____
*Insurance for Existing Building Structure \$5M (or Structure Value if less, add here) Builders Risk endorsement per Special Conditions Art. 2.9.1	subtotal	\$22,820,756.95

Estimated On-Site Project Management Staff and Rates

<u>Position</u>	<u>Quantity</u>	<u>Months</u>	<u>Monthly Salary Rate</u>
Project Executive	_____	_____	\$ _____
Project Manager	_____	_____	\$ _____
Superintendent(s)	_____	_____	\$ _____
Assistant Superintendent(s)	_____	_____	\$ _____

Project Engineer/Expeditor(s)	_____	_____	\$ _____
Field/Office Engineer(s)	_____	_____	\$ _____
Field Office Support Staff	_____	_____	\$ _____
CPM Scheduler	_____	_____	\$ _____
Safety			
Coordinator/Assistant(s)	_____	_____	\$ _____

5.4.7 ADDENDA: Receipt is hereby acknowledged of the following addenda to this RFP (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____ No. 6 _____

5.4.8 AWARD OF CONTRACT AND COMMENCEMENT OF SERVICES: The undersigned agrees to execute the Contract after notification that the Respondent has been identified by the Owner as the Respondent with the “best value” Proposal, and to commence services on or before the commencement date stated by the Owner in a Notice to Proceed. The Owner reserves the right to accept or reject and all Proposals and to waive proposal irregularities. Proposals shall be valid and not withdrawn for a period of ninety (90) days from the date of opening thereof.

5.4.9 Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

(State of Texas Tax Account No.)

(Email address)



University of Houston System

EXHIBIT A
RESPONDENT'S COST AND DELIVERY PROPOSAL

Proposal of: _____

(Respondent's Company Name)

[Date]

To: Mr. Timothy Henry
 University of Houston
 Purchasing Department
 5000 Gulf Freeway
 Building 1, Room 201
 Houston, TX 77204-5015
tshenry2@central.uh.edu

Project Name: **University of Houston – Downtown
 CM@R Science, Technology, Engineering, Mathematics Building** (the “Project”)

RFP No.: RFP730-16145

Having carefully examined all the requirements of the referenced RFP (including all addenda issued as of the date of this proposal, receipt of which is expressly acknowledged below) and the Contract Form (including the Contract Documents identified therein), and any attachments to them, the undersigned proposes to furnish Construction Manager services as required for the Project on the following terms. The fees and General Conditions identified below will apply to any future changes or scope additions.

Respondent's Proposed Pre-Construction Phase Fee	\$ _____
Respondent's Proposed Construction Phase Fee (%)	_____ %
Respondent's Proposed Construction Phase Fee	\$ _____
Respondent's General Conditions Cost Amount (From the attached General Conditions Disclosure)	\$ _____
Respondent's Proposed Fee Percentage for Change Orders (%)	_____ %
Total Construction Duration (<i>Notice To Proceed with Construction to Substantial Completion</i>)	_____ months

Summary Total:

Pre-Construction Phase Fee	\$ _____	
General Conditions Costs	\$ _____	
Cost of the Work	\$ _____	
Construction Phase Fee (and Percentage)	\$ _____	(_____ %)
Construction Contingency	\$ _____	(5%)
Change Order Fee Percentage		_____ %
Construction Manager's Sum of Fees & General Conditions Costs	\$ _____	

Estimated On-Site Project Management Staff and Rates (full or part-time)

<u>Position</u>	<u>Quantity</u>	<u>Months</u>	<u>Monthly Salary Rate</u>
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____
	_____	_____	\$ _____

The undersigned agrees to execute an agreement based on the foregoing and the referenced RFP on the Contract Form if awarded the Contract (as defined in the RFP). The undersigned acknowledges that Owner has and reserves the right to accept or reject any and all Proposals and to waive irregularities in any Proposal(s).

Proposals shall be valid and binding, and not subject to withdrawal, for a period of ninety (90) days from the date of opening thereof.

Respectfully Submitted and Certified By:

(Respondent's Printed Name)

(Title)

(Authorized Signature)

(Date)

State of Texas Tax Account Number

APPROVED GENERAL CONDITIONS LINE ITEMS AND COST BREAKDOWN

Project Management:	
Superintendent(s)	
Safety Manager	
CPM Scheduler	
Quality Assurance / Quality Control	
Project Manager(s)	
Project Executive	
Field Office Engineer	
Field Office Support Staff	
Project Expeditor	
Assistant Superintendent(s)	
Project Management Subtotal	
Bonds and Insurance (excluding any for Subcontractors):	
Builder's Risk Insurance	
General Liability Insurance	
Other General Project Insurance	
Security, Payment & Performance Bonds	
Bonds and Insurance Subtotal	
Site Conditions:	
Temporary Power Consumption (Offices)	
Temporary Power Consumption (General Site Use)	
Temporary Water and Sewer Consumption	
Temporary Water Hookup, Distribution & Meters	
Temporary Electrical Hookup, Distribution & Meters	
Temporary Telephone & Network System Installation	
Temporary Telephone & Internet Consumption Fees	
Temporary Fire Protection	
Temporary Heating & Cooling	
Temporary Fencing	
Temporary Covered Walkways	
SWPPP Measures	
Temporary Entries and Truck Washes	
Street Cleaning (by G.C.)	
Traffic Control Measures	
Traffic Control Maintenance	
Temporary Barricades & Signage	
Temporary Roads & Walkways (install & maintenance)	
Temporary Lighting	
Temporary Partitions & Covered Floor Openings	
Temporary Toilets/Sanitary Measures	
Temporary Laydown (prep and restoration)	
Security System/Watchman	
Pre-construction Photo Documentation	

Progress Photos	
Temporary Protection (in-place work/adjacent structures)	
Temporary Weather Protection/Enclosures	
Trash Chutes	
Dumpsters (site and field offices)	
Site Conditions Subtotal	
Field Offices & Construction Supplies:	
Field Offices & Furnishings	
Job/Office Drayage	
Field Office Maintenance and Cleaning	
Storage Trailers	
Small Tools & Consumables	
Mobilization & Demobilization	
Monthly Cell Phone Expenses	
Job Site Communications (radios, chargers, etc.)	
Final Clean (general site, windows/glass, etc.)	
Job Office Supplies	
Job Site Computers, Copiers, Fax, Servers, etc.	
Postage & Shipping Expenses	
Project Sign	
Drinking Water & Supplies (site and offices)	
Incidental Construction Equipment, Fuel & Drayage	
Materials Handling	
Document Imaging	
Parking Logistics	
Parking Permits	
Printing Costs	
Reproduction Costs	
As-built & Record Document Preparation	
Partnering Costs	
Project Milestone Event Costs	
Employee I.D./Badging/Background Checks	
Safety Expenses	
PPE for Staff & Visitors	
First Aid	
Fall Protection (staff)	
Safety Program Administration & Training	
Safety Incentives	
Drug Testing	
Safety Signage	
Field Offices & Construction Supplies Subtotal	
<u>GENERAL CONDITIONS TOTAL:</u>	=====



University of North Texas System

DOCUMENT 004100

PROPOSAL FORM

Proposal of: _____
(Company Name)

The University of North Texas System (UNTS), subsequently referred to as the Owner, is accepting sealed proposals from Respondents for a Construction Manager-at-Risk contract, pursuant to Sec. 51.782, Texas Education Code, using the one-step process in accordance with the terms, conditions and requirements set forth in this Request for Proposals (RFP). This RFP provides sufficient information for interested parties to prepare and submit proposals for consideration by the Owner.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED OR REFERRED TO IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

Via hand delivery or overnight delivery only (i.e. FedEx, UPS, etc.)

TO: Elaine Robbins
University of North Texas System
Business Service Center
Woodhill Square
1112 Dallas Drive, Suite 4000
Denton, Texas 76205

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the Construction Manager-at-Risk services as required pursuant to the aforementioned documents at the below quoted terms.

PRICING SCHEDULE

A lump sum "not to exceed" amount for preconstruction phase services:

A "not to exceed" amount for reimbursable expenses associated with the preconstruction phase:

A percentage of construction costs, which will be converted to a "not to exceed" construction management fee:

A "not to exceed" amount for General Conditions associated with the construction of this project:

Provide a detailed breakdown per the categories provided in the attached file, *General Conditions Matrix 02-02-16.xlsx*, whether self-performed or assigned to subcontractors as an attachment to this Proposal Form. Clearly note any additional anticipated General Conditions not identified in the matrix.

DELIVERY SCHEDULE

Respondent, having carefully examined the Owner's delivery schedule as described in Division 00, Section 002100, *Instructions to Proposers* herein, agrees to furnish the Construction Management services based on the aforementioned delivery schedule. Any proposed revision or modification to the delivery schedule or listed deliverables are as listed below:

PAYMENT TERMS

UNTS shall be billed in accordance with Chapter 2251 of the Texas Government Code and payment shall be made no later than thirty (30) days following the later of (i) delivery of the goods or completion of the services and (ii) delivery of an invoice to Customer; and (c) interest, if any, on past due payments shall accrue and be paid in accordance with Chapter 2251 of the Texas Government Code. Payee must be in good standing, not indebted to the State of Texas, and current on all taxes owed to the State of Texas for payment to occur. Payment Applications and any required supporting documents must be presented to: University of North Texas System Facilities; 1155 Union Circle #311040, Denton, Texas 76203-5017.

- a. Payment on any contract will be withheld from Respondent if Respondent is determined to be more than thirty (30) days delinquent for Child Support.
- b. Successful Respondent shall be responsible for referencing the purchase order number(s) resulting from this proposal on any invoice(s), packing list(s), correspondence, etc. Invoicing must correlate to prices quoted either on a unit, hourly, etc. basis.
- c. **DISQUALIFICATION:** Response is subject to disqualification if Respondent provides revisions and/or exclusions to the terms and conditions listed in this solicitation that the Owner is limited by law from accepting (i.e. offers with the laws of a State other than Texas), requirements for prepayment not defined in or allowed for in this Solicitation, limitations on remedies, any revision to stated terms and conditions of the Solicitation, etc.
- d. Respondent agrees that any payments due under this contract may be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

SALES TAX

Purchases made for the Owner's use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response. Excise Tax Exemption Certificates are available upon request.

INSURANCE

The Contractor shall provide and maintain, until the work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverage as stated in Division 00, Section 007000.

LIQUIDATED DAMAGES

As allowed for in the UNTS Uniform General Conditions 2016, Liquidated Damages shall be established that more accurately reflect the estimated actual amount of damages the Owner will sustain for late completion. The need to complete Housing projects on time is critical. For the purposes of calculating Liquidated Damages, substantial completion shall be applied to designated portions of the Work. Construction Manager shall complete and make available to Owner separate floors beginning with the top floor and working down to the bottom floor. For each day that a floor is not Substantially Complete and not operational and fit for the Owner to occupy and move furniture into, damages will be assessed at \$15.00 per bed, per day, per incomplete floor past substantial completion date.

ADDENDA

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial, if applicable)

No. 1: _____ No. 2: _____ No. 3: _____ No. 4: _____ No. 5: _____ No. 6: _____

Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____ Dated: _____

An incomplete proposal or one having additional information or other modifications inscribed thereon, may be cause for rejections of the entire proposal. This proposal is valid and will be honored for a period of 180 days following the proposal opening.

**THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO SIGN AND RETURN THIS SECTION WILL RESULT IN DISQUALIFICATION OF YOUR FIRM.**

1. By signature hereon, Respondent offers and agrees to furnish the products and/or services in compliance with all terms, conditions, requirements set forth per the RFP documents and contained herein.
2. By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal. Failure to sign hereon, or signing with a false statement, shall void the submitted proposal or any resulting contracts, and the Respondent shall be removed from all proposal lists at this Agency.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UNTS's option, may result in cancellation of any resulting contract or purchase order.
4. By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
5. By signature hereon, Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.
6. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any contract which may result from the submission of this proposal. Unsigned responses will not be considered under any circumstances.
7. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code (TAC) Title 34. In the case of a tie, the award will be made in accordance with TAC, Title 34, amended. Check below preference claimed under TAC, Title 34, amended:

- Supplies, materials, or equipment produced in Texas/offered by Texas bidders
- Agricultural products produced or grown in Texas
- Agricultural products and services offered by Texas bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Recycled, remanufactured, or environmentally sensitive products, including recycled steel products
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas

- Vendors that meet or exceed air quality standards

Consistent and continued tie Responses could cause rejection of offers by UNTS and/or investigation for antitrust violations.

8. By signature hereon, Respondent certifies it is a small business and/or minority/female owned business as defined by the State of Texas. Check status below:

- Historically Underutilized Business
 Small Business (House Bill 366, 64th Legislature)
 Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
 Certified by Texas Department of Commerce
 Status not claimed

9. By signature hereon, Respondent certifies as follows:

"Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

"Under Section 2155.004, Texas Government Code, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

10. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship, exist between Respondent and an employee of any UNTS component, or Respondent has not been an employee of any UNTS component within the immediate twelve (12) months prior to RFP response. All such disclosures will be subject to administrative review and approval prior to UNTS entering into any contract with Respondent.

11. Respondent certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a State agency. If Section 669.003 applies, respondent will complete the following information in order for the response to be evaluated:

Name of former Executive: _____

Name of State Agency: _____

Date of separation from State agency: _____

Position with Respondent: _____ Date of employment with Respondent: _____

12. By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004, Texas Government Code).

13. Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

14. **Suspension, Debarment, and Terrorism:** Respondent further certifies that the Respondent and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

15. By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

16. Respondents should give Payee ID Number, full firm name, and address of Respondent below in the space provided. The Payee ID Number is the taxpayer number assigned and used by the Texas Comptroller of Public Accounts. If this number is not known, complete the Federal Employer's Identification Number

Complete the following:

Payee ID No. _____

If a Corporation
State of Incorporation: _____

FEI No. _____

Charter No: _____

Company Information:

Submitted by:

(Company Name)

(Authorized Signature)

(Street Address Line 1)

(Printed Name/Title)

(Street Address Line 2)

(Date)

(City, State, Zip Code)

(Telephone Number)

(Facsimile Number)

(Email address)

I. Construction Management Services

Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Project Superintendent(s)		X			
Assistant Superintendent(s)		X			
Field Engineer		X			
Project Manager		X			
Superintendent's Transportation		X			
Corporate Executives	X				
Owner in Charge	X				
Project Executives		X			
Legal Services	X				
Accounting	X				
Scheduling		X			
Life-Cycle Analysis	X				
Energy Management	X				
Production Engineering	X				
Purchasing-by PM		X			
Value Engineering-by PM		X			
System Development	X				
Estimating-by PM		X			
Cost Accounting (On Site)		X			
Project Coordinator-by PM		X			
Project Expediter-by PM		X			
Drafting Detailer	X				
Drawing Detailer	X				
Safety Officer	X				
E.E.O. Officer	X				
Secretarial On-Site		X			
Clerk-Typist		X			
Mechanical Coordinator		X			
Electrical Coordinantor		X			
Project Engineer		X			
Scheduling Services (Consultant)		X			
Time Keeper/Checker	X				
Safety Engineer (In House)	X				
Safety Engineer (On Site)		X			
Off-Site Staff Travel Costs	X				
Off-Site Staff Transportation	X				
On-Site Project Manager Trans.		X			
Engineer's Transportation	X				
Superintendent's Transportation		X			
Project Staff Moving Expense		X			
Project Staff Subsistence Costs		X			
Project Staff Budget Estimating-by PM	X (in Precon)				
Project Phasing Plans-by PM	X (in Precon)				

II. Safety, Security & Services					
Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Safety Equipment					X
First Aid Supplies		X			
Handrails and Toe Boards		X			
Opening Protection					X
Fire Extinguisher/Fire Watch					X
Security Guard/Watchman Svcs.					X
Weekly Cleanup					X
Final Cleanup					X
Temporary Fencing					X
Covered Walkways					X
Barricades					X
Safety Nets					X
Debris Hauling/Removal					X
Traffic Control					X
Roadway Maintenance					X
Dust Controls					X
2-Way Radio Equipment					X
Trash Chute & Hoppers					X

III. Facilities & Equipment					
Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Office Trailer Rental-Contractor		X			
Tool/Utility Trailer Rental					X
Water/Ice		X			
Temporary Lighting/Wiring					X-by Elec
Power Expenses-Trailers		X			
Temporary Water Services					X-by Mech
Temporary Heat Expenses					X
Temporary Cooling Expenses					X
Temporary Toilets/Temporary Sewer Services		X			
Change/Shower Rooms		X			
Lunch Rooms		X			
Temporary Stairs					X
Temporary Enclosures/Partitions					X
Project Signs/Bulletin Boards		X			
Telephone Expenses		X			
Temporary Roads					X
Trucks		X			
Air Compressors					X
Dewatering Equipment					X
Generators					X-as requested by sub
Miscellaneous Equipment					X
Fuel/Repairs/Maintenance					X
Owner Trailer					X
Owner Utilities				X	

IV. Vertical Hoisting					
Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Hoist & Tower Rental		X			
Small Material Hoist Rental		X			
Hoist Landings and Fronts		X			
Hoist Operators		X			
Hoist Safety Inspections		X			
Hoist Material Skips		X			
Hoist Material Hoppers		X			
Erect & Dismantle Hoists		X			
Fuel/Repairs/Maintenance		X			
Hoist Communication		X			
Crane Rental					X
Crane Operators					X
Crane Safety Inspections					X
Erect & Dismantle Crane					X
Fuel/Repairs/Maintenance					X
Crane Raising/Jumping Cost					X
Temporary Elevator Rental		X			
Elevator Operation Cost		X			
Elevator Repairs & Maintenance		X			
Cage Rider @ Elevator		X			
Safety Inspections		X			
Forklift Rental					X-by Trades
Forklift Operators					X-by Trades
Forklift Safety Inspections					X-by Trades
Fuel/Repairs/Maintenance					X-by Trades
Elevator Service Costs					X-by Trades

V. Reproduction & Printing					
Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Design Phase				X	
Cost Study Documents			X		
Systems Study Documents			X		
Bid Package Documents				X	
Bidding Instructions				X	
Construction Documents				X	
Accounting Forms	X				
Field Reporting Forms	X				
Contract Agreements	X				
Schedule Report Forms	X				
Estimating Forms	X				
Cost Reporting Forms	X				
Presentation Charts and Graphics	X				
Value Analysis Studies	X				
Data Processing (In-House)	X				
Reference Materials	X				
Duplication Expense (Misc.)		X			
Shop Drawing Printing		X			
Maintenance Manuals		X			
Operation Manuals		X			
Special Forms	X				
Postage and Delivery Expense		X			

VI. Quality Control					
Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Chief Inspector			X		
Field Inspector			X		
Inspectors' Office				X	
Inspectors' Transportation			X		
Inspectors' Equipment			X		
Special Inspection Consultants					X
Special Testing Consultants					X
Concrete Testing					X
Masonry Testing					X
Compaction Testing					X
Welding Inspections					X
Soils Investigations					X
Special Testing Supplies					X
Field Office Supplies/Materials		X			
Project Photographs		X			
Warranty Inspection Coordination	X				
Air & Water Balancing				X	
Operator On-site Training					X
Prepare Operation Manuals					X
Prepare Maintenance Manuals					X
Medical Gas Testing & Cert.					X
Infection Control/Air Quality					X
Interim Life Safety Measures					X

VII. Permits & Special Fees					
Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Storage Yard Rental					X
Parking Lot Rentals					X
Parking Fees					X
Curb & Gutter Permits				X	
Sign Permits				X	
Staking & Layout Fees/Costs					X-by Trades
Sidewalk Permits				X	
Landscape Permits				X	
Street/Curb Design Charge				X	
Building Permits				X	
Plan Check Fees				X	
Water Connection Fee*				X	
Sanitary Connection Fee*				X	
Storm Connection Fee*				X	
Gas Service Charge*				X	
Power Service Charge*				X	
Steam Service Charge*				X	
Chiller Water Service Charge*				X	
Special Tap Fees				X	
Contractors' Licenses		X			
Royalties		X			
Zoning Fees/Consultants				X	
Use Fees				X	
Construction Equip Licenses		X			
Construction Equip Permits		X			
A.G.C. Fees	X				

VIII. Insurance & Bonds					
Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Builder's Risk Insurance		X			
Errors and Omissions			X		
General Liability		X			
Completed Operations Liability		X			
Excess Liability Coverage		X			
Workman's Compensation		X			
FICA Insurance*		X			
Federal Unemployment*		X			
State Unemployment*		X			
Payment Bond		X			
Performance Bond		X			
Off-Site Insurance	X				
Off-Site Taxes	X				
Subcontractor Bonds or SubGuard	X				
* Cost should take into consideration the annual maximums					

IX. Other Costs					
Description	Contractor Basic Fee	General Conditions	A/E Cost	Owner Cost	Cost of Work
Project Taxes-if applicable					X
Construction Equipment					X
Construction Labor Costs					X
Construction Materials					X
Cost of Design & Engineering				X	
A/E Cost for Bid Packages			X		
Preliminary Soils Inspections				X	
Title/Development Cost				X	
Land Costs				X	
Financing/Interest Cost				X	
Interim Financing Costs				X	
Owner Change Contingency				X	
Building Operation after Move-In				X	
Building Maint. after Move-In				X	
Moving Coordination				X	
Moving Costs				X	
Corrective Work Extra					X
Cost of Emergency Work					X
CM General Overhead Cost	X				
CM Profit/Margin	X				
Costs Over GMP	X				