



Sierra Blanca

Independent School District

NOTICE

SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT

IS REQUESTING PROPOSALS FOR CONSTRUCTION MANAGER AT RISK SERVICES

Where the Construction Manager is also the Constructor

RFP #2023-001

New
School Additions & Remodel / Weight Room

ONE STEP SELECTION PROCESS

RFP SCHEDULE SUMMARY

June 1, 2023 - Ad # 1 June 8, 2023 - Ad #2	Legal Advertising for RFP
May 30, 2023	RFP documents released
June 14, 2023 @ 11:00AM MNT	Pre-Proposal Meeting
June 19, 2023, @ 5:00PM MNT	Last day for inquiries and clarifications
June 26, 2023 @ 11:00AM MNT	Receipt of Request for Proposals (See submission requirements, Section 9) Open and read proposals.
June 29, 2023	Notify short-listed construction manager(s) at risk.
July 5, 2023 @ 11:00AM MNT	Possible interviews (if necessary)
July 17, 2023 Board Meeting	Board of Trustee Approval of selected CMAR

Note:

1. This schedule is preliminary and may be modified at the discretion of the District.
2. All submittals received by the due dates will be opened and read aloud.

1. PROJECT INFORMATION

1. Project Name: School Additions & Remodel / Weight Room
2. Location:
 - Sierra Blanca School
 - 500 Sierra Blanca Ave.
 - Sierra Blanca, TX 79851
3. Municipality: Hudspeth County
4. Scope of Work:
 - See attached Exhibit "A" for general scope of work.
 - The scope is preliminary and is subject to change during the design phase of this project.
5. Project construction budget: \$4,000,000
6. Proposed Construction Schedule: It is anticipated that funding for this project will be available approximately June 1, 2023, at which time subcontractor bidding will take place and a guaranteed maximum price will be developed. If funding is not available at that time, the bidding, GMP approval and construction will start after funding is available. The final construction schedule is to be developed by the selected Construction Manager-at-Risk. The number of calendar days to complete the project proposed by each CMAR will be taken into consideration in the selection of the successful Construction Manager-at-Risk.
7. Project team consists of: Design Team, Program Management Firm and Sierra Blanca Independent School District Administration.

2. ADVERTISEMENT

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter F, it is the intention of Sierra Blanca Independent School District to select, via a One-Step Request for Construction Management-at-Risk proposals process, a Construction Manager (CM) for proposed Renovations to Sierra Blanca School for Sierra Blanca. The selected CM is to assist the District and its Architect with cost estimating and scheduling throughout the design phase and to build the project thereafter as a Construction Manager-at-Risk.

RFP packages may be obtained by contacting the Program Manager, Gallagher Construction Services at 214-240-2661 or via e-mail at khoward@gallagherTX.com.

Proposals are due by 11:00 a.m., Monday, June 26, 2023 at the Sierra Blanca School, Administration Office located at 500 Sierra Blanca Ave., Sierra Blanca, TX 79851. The selection committee will review proposals and rank them according to the criteria established for this process as published in this request for proposal package. Sierra Blanca Independent School District reserves the right to waive any informality and to reject any or all proposals.

3. SUBMISSION INSTRUCTIONS

- A. Submission due date and location:
11:00 a.m., Monday, June 26, 2023, at Sierra Blanca School, Administration Office, 500 Sierra Blanca Ave., Sierra Blanca, TX 79851.
- B. Any submission not prepared and received in accordance with provisions stated herein, will be considered an informal submission and any, or all of the submissions may be rejected.
- C. No pre-proposal conference will be held for this RFP.
- D. Submit two (2) paper copies and one electronic copy of your proposal addressed to:
Sierra Blanca ISD, Attn: Bids and Proposals, 500 Sierra Blanca Ave., Sierra Blanca,

Texas 79851.

- E. Format for your Request for Proposal shall include the following information in the sequence and format prescribed.
- Proposal Form
 - AIA Form 305-Contractor Qualification Statement
 - Felony Conviction Notice
 - Conflict of Interest Questionnaire
 - W9 Form
 - Supplemental Qualification Statement
 - Written responses to the Supplemental Qualification Statement
 - Additional materials may be submitted under separate cover letter further describing the unique capabilities and experience of your firm.

4. SELECTION PROCESS

A. One Step Process

1. The selection process for this project will be accomplished in a one-step process as provided in the Texas Government Code, Chapter 2269, Subchapter F.
2. The District will receive, publicly open, and read aloud the names of the contractors submitting a proposal as well as their proposed fee, general conditions and schedule information.
3. Within seven days after the date of opening the Request for Proposals, the District will evaluate and rank each submission in relation to the criteria set forth in the request for construction management-at-risk proposals.
4. The selection process will follow the stipulations of the Texas Government Code, Chapter 2269, Subchapter F.
5. A selection committee appointed by the School Board of Trustees will consist of representatives from the Sierra Blanca Independent School District staff, the Program Management Firm, and the Design Team.
6. A short list of construction managers will be determined by the selection committee and notified of interviews, as necessary.
7. Submissions will be evaluated and ranked by the selection committee. The ranking is based upon the following criteria and weights:
 - 20% Estimated Cost (proposed fee x proposed construction budget, plus pre-construction fee)
 - 15% Proposed Schedule
 - 10% Experience with SPISD and/or other School Districts
 - 10% Proposed Personnel and methodology for this project
 - 10% Construction Manager at Risk experience
 - 10% Experience on similar projects
 - 10% Overall reputation for managing schedule, budget, scope changes, punch list, close-out, & responding to client needs
 - 5% Quality of construction and safety record
 - 5% Relationship with subcontractors
 - 5% Financial stability
8. The final selection of a Construction Manager at Risk for this project will be based on the evaluation of qualifications, cost of services and proposed schedule to determine the best value to the District. The District reserves the right to waive any informality and to reject or accept any or all Proposals.

5. PRECONSTRUCTION SERVICES:

- A. The Construction Manager will provide the following:
1. Key project personnel shall attend regular meetings with the District, Program Manager and Architect to review the project status and update the construction cost estimate.
 2. Consult with the District, Program Manager and Architect regarding selection of materials, building systems and equipment.
 3. Provide recommendations on construction feasibility including estimates of alternative designs or materials, preliminary budgets and possible economies.
 4. Prepare and periodically update a preliminary Project schedule for Program Manager and Architect review and the District approval.
 5. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the District, Architect and Construction Manager. Upon award, a preliminary Project schedule shall be provided to indicate proposed activity sequences and duration, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price proposal.
 6. The Construction Manager shall recommend to the District and Architect a schedule for procurement of long-lead time items that will constitute part of the work as required to meet the project schedule.
 7. Construction drawings and specifications for this project will be complete on or about June 30, 2023. On or before this date, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work, including a breakdown of the General Conditions, and the Construction Manager's Fee.
 8. The CM-at-Risk will have responsibility to keep the project in budget.
 9. After the GMP has been established, the Construction Manager-at-Risk shall publicly advertise in accordance with Texas Government Code section 2269.255 and comply with section 2269.255 and 2269.256.
 10. In soliciting Competitive Sealed Proposals from subcontractors, the Construction Manager shall:
 - a. Receive at least three proposals from qualified subcontractors and suppliers for each section of the work; and
 - b. Review proposals with the District, Program Manager and Architect, prior to award of subcontracts.

6. CONSTRUCTION PHASE SERVICES

- A. The Construction Manager will provide the following:
1. Manage the **GMP DOCUMENTATION**, including:
 - a. Detailed quantity surveys, pricing
 - b. Procurement strategy and implementation
 - c. Detailed bid package scope inclusions.
 2. **Establish the BUDGET BY BID PACKAGES.**
 3. Prepare a detailed **SCHEDULE** derived from detailed quantities for each bid package to satisfy milestones.
 4. **SITE UTILIZATION STUDY:** Coordinate with District to establish mobilization and plan logistical requirements of all parties onsite for each phase of construction and or as

routes change to insure safety and weather protection of the staff and students, project office and material staging location, ingress and egress; and security requirements of owner.

5. **CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:**
 - a. Conduct pre-award meetings.
 - b. Review schedule of values.
 - c. Review subcontractors' general conditions.
 - d. Review scope of work.
 - e. Identify shop drawing requirements.
 - f. Perform document review and specifications review.
 - g. Review contractors' personnel, including Project Managers, Superintendents, and Foremen.
 - h. Implement Partnering Program if owner elects to do so.
 - i. Establish quality requirements and standards.
 - j. Review sequence and Schedule.
 - k. Identify accounting requirements.
 - l. Review insurance requirements.
 - m. Review safety and security requirements.
 - n. Recommend award of contracts.
6. **PREPARE AND ISSUE AS CONSTRUCTION MANAGER (or for the Owner)** contracts, rental agreements, budget adjustments for all transactions, and computerized accounting for tracking and projections.
7. **PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS**
 - a. Establish site organization, including work and storage areas.
 - b. Establish jobsite management organization and jobsite procedures.
 - c. Maintain daily log for jobsite record.
 - d. Provide general conditions work to meet project requirements.
 - e. Prepare and issue change orders and contracts.
 - f. Prepare subcontractor change orders and contracts.
 - g. Monitor construction cost and projections.
 - h. Prepare and maintain cash flow projection for Owner.
 - i. Monitor and maintain quality control.
 - j. Shop drawing control.
 - k. Equipment and material control.
 - l. Provide and monitor overall progress and short interval scheduling.
 - m. Prepare billings and progress payments.
 - n. Conduct subcontractor coordination meetings.
 - o. Provide coordination between subcontractors.
 - p. Prepare and receive requests for information.
 - q. Prepare agendas and conduct weekly safety and progress meeting.
 - r. Prepare and distribute weekly safety and progress meeting minutes.
 - s. Establish subcontractor progress payment procedure for processing and payment.
 - t. Monitor subcontractor pay applications.
8. **MONTHLY REPORT:**
 - a. Summarize project financial status.
 - b. Review and summarize past month's construction performance.
 - c. Project the coming month's construction activities.
 - d. Present status report on change orders - delays and time extensions.
 - e. Identify problems that threaten construction quality, cost, and schedule.
9. Provide **CHANGE ORDER CONTROL:**
 - a. Implement system for change orders.
 - b. Allocate change order responsibilities.
 - c. Review change order requests from subcontractors.
 - d. Negotiate change orders with subcontractors.

- e. Submit recommendations to Owner.

10. Establish a **QUALITY MANAGEMENT PROGRAM:**

- a. All members of the team participate in the quality control effort.
- b. Project Scope Review:
 - (1) Intended purpose.
 - (2) Are the project needs met?
 - (3) Existing conditions reviewed.
 - (4) Phasing and Warranty coordination
 - (5) Future needs.
- c. Incorporate Restrictive Conditions in documentation to include:
 - (1) Social environment, influence of neighbors, environmental impact.
 - (2) Natural conditions, grounds, and peripherals.
 - (3) Research on legal requirements.
 - (4) Research on existing structures, facilities.
 - (5) Review of Design Development for:
 - Complete construction documents in the order they are to be purchased and constructed.
 - Complete documents for pre-purchased equipment.
 - Design compatibility with future operation and maintenance.
 - Constructability
- d. Coordinate schedule and assist independent testing and inspection agencies selected by the school district, involving the following work:
 - (1) Underground piping
 - (2) Soils
 - (3) Concrete
 - (4) Rebar
 - (5) Miscellaneous steel
 - (6) Structural steel
 - (7) Mechanical systems
 - (8) Electrical
 - (9) Life safety systems
 - (10) Energy management systems
 - (11) Others as required
- e. Work with area superintendents of subcontractors and prepare operations to minimize quality control problems.
- f. Require formalized quality management program from subcontractors and ensure conformance to project's quality standards previously established.
- g. Follow-up to assure correction of deficiencies on test reports.

11. **ACCOUNTING**

Functions

- a. Insurance requirements
- b. Schedule of values review
- c. Labor cost reports
- d. Material cost reports
- e. Unit cost reports
- f. Monthly detail cost sheet
- g. Monthly job costs
- h. Accounts payable
- i. Monthly project billing

12. **JOB SAFETY**

Objectives

- a. Conduct weekly safety meeting.

- b. Implement project safety requirements.
- c. Review subcontractor safety programs.
- d. Subcontractor conformance, initiate knowledge of OSHA requirements:
 - (1) Subcontractor responsible for costs and damages.
 - (2) Submission of accident and injury reports.
 - (3) Subcontractor safety programs
 - (4) Require subcontractor safety representative.
 - (5) Require forty-eight hour reports.
 - (6) Require weekly tool box safety meeting.
- e. Maintain safety meeting minutes.
- f. Inform subcontractors of procedures
- g. Enforce alcohol and drug programs by subcontractors.
- h. Implement and maintain clean-up.

13. **JOBSITE SECURITY**

Functions

- a. Monitor and control employee, vendor, and public access to the jobsite.
- b. Monitor and control material and equipment deliveries to the jobsite.
- c. Monitor and control material and equipment being removed from jobsite through a material release form.
- d. Monitor and control site traffic.
- e. Monitor and perform periodic checks for alcohol and drugs.
- f. Monitor and control tools.
- g. Monitor material storage.
- h. Monitor trailers and all equipment within.
- i. Maintain proficiency first-aid and CPR programs.
- j. Monitor compliance with district's No Smoking policy.
- k. Monitor compliance with district's weapon-free zones.
- l. Monitor and control employee, vendor access or interaction with students and staff.
- m. Monitor and control compliance with District's harassment-free environment for students and staff.
- n. Monitor and control employee, vendor theft.

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

15. **PROJECT POST CONSTRUCTION**

Services

- a. Provide operating and maintenance manuals.
- b. Secure and assemble warranties or guarantees.
- c. Provide check-out of equipment.
- d. Instruct operating personnel in equipment operating and maintenance procedures.
- e. Assist in actual start-up of equipment.
- f. Implement close-out procedures and ensure requirements are met, including:
 - (1) Subcontractors' and vendors' final payment;
 - (2) Resolution of claims;
 - (3) Final change orders;
 - (4) Lien releases;
 - (5) Final lien waivers; and
 - (6) Consent of sureties.
- g. Assist Owner in enforcement of warranties or guaranties.
- h. Conduct walk-through with Owner, Architect, and Contractor eleven months after project completion.

7. **GENERAL INFORMATION**

- A. The contract will be the Owner/Construction Manager Agreement AIA Document A133-

2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price. The contract will be amended as reasonable and customary for public school construction projects in Texas, and as necessary for this specific work, and will be negotiated and reviewed by the District's legal counsel.

- B. The Prevailing Wage Rates adopted by this District are attached as Exhibit "C".
- C. The insurance requirements for this project are attached as Exhibit "B." The District reserves the right to reasonably revise the insurance requirements at any time.
- D. The District will use standard Texas Statutory Bond forms for the performance and payment bonds.
- E. All remaining balances in allowances and contingency funds will be returned to the District at project completion.
- F. All actual cost information will be made available to the District or its agent during the entire process. A formal audit of the project may be conducted by an independent third party hired by the District at selected intervals during the construction phase and prior to final payment.
- G. The Owner will contract separately for all material testing, water and air balance of HVAC systems, etc. per Chapter 2269 of the Government Code.
- H. The construction budget for the initial scope of work is approximately \$30 million.

8. **PLANS**

Plans of existing campus, survey, sketches, and details that are available at this time on the project including square footage of proposed floor plans, District goals for the project, campus history, and reason for the project can be obtained from the Design Team.

9. **SCHOOL DISTRICT'S EXPECTATIONS FOR CMAR**

- A. The District's expectations of the successful Construction Manager-at-Risk and the reasons for utilizing the CMAR process are as follows:
 - 1. The CMAR is to actively bring forward their expertise in construction detailing, cost estimating, scheduling, constructability, etc. to the greatest extent possible.
 - 2. CMAR is to embrace the CMAR process to the greatest extent possible by keeping the best interest of the project in mind and working with each team member in a pro-active manner.
 - 3. CMAR is to be forthright in all financial matters relating to this project to the benefit of all parties.
 - 4. A Contractor's contingency amount is to be established and agreed upon up front in the GMP. General Conditions are required to be broken out for review by the Project Team. Expenditures from the Contractor's contingency will be utilized as necessary by the Contractor with the balance of savings to be returned to SPISD nearing substantial completion of the project.
 - 5. The CMAR is to actively solicit qualified and competitive subcontractors and obtain competitive sealed proposals or lump sum bids to provide best value to the District.
 - 6. The CMAR will enhance the project by utilizing sound cost savings ideas and providing excellent construction coordination and problem solving on this project for the benefit of the project. The CM will work with the Project Team throughout the design phase to provide experienced estimating skills and knowledge for development of the project scope and budget.
 - 7. The District's expectation is to be provided with a Guaranteed Maximum Price from the construction documents that will be assured through project completion. The CMAR will

work with the Project Team to provide best value to the District.

8. The CMAR shall publicly advertise, in accordance with Texas Education Code Section 44.031 (g), 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.
9. The CMAR may seek to perform portions of the work itself if the construction manager-at-risk submits its bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the district determines that the construction manager-at-risk's bid or proposal provides the best value for the district. (Texas Government Code 2269.255(b))
10. The CMAR and the district or its representative shall review all trade contractor or subcontractor bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, engineer, architect, or District. All bids or proposals shall be made public after the award of the contract or within seven days after the date of final selection of bids or proposals, whichever is later. (Texas Government Code 2269.256(a))
11. The CMAR shall comply with all applicable laws and regulations regarding the proposed procurement method. Public notice is to be provided by the CMAR for subcontractor bids for "...once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications..." This is to be a publicly advertised project in compliance with all applicable requirements of the Texas Government Code, Chapter 2269 and Texas Education Code Section 44.031. Copies of the public advertisements shall be kept on file and made available to the District upon request.

10. SUBMISSION REQUIREMENTS FOR REQUEST FOR PROPOSALS (ONE-STEP):

A. Proposal Form

1. Preconstruction Services: Indicate your preconstruction services fee (lump sum amount on the proposal form)
2. Indicate your CM fee (as a percent of the Cost of the Work on the proposal form). The fee should include only overhead and profit. All other costs are considered General Conditions.
3. The CM shall provide a list of all items that are included in the General Conditions. Please provide the % cost of General Conditions and the cost of work for three similar projects within the last 3 years. For example:

Name of Project:

Cost of Work:

Owners Name:

General Conditions %:

Once a CM has been selected, the Owner will negotiate the General Conditions prior to contract award.

B. Contractor Qualification Statement: AIA Form 305

C. Conflict of Interest Questionnaire

D. Felony Conviction Notice

E. Criminal History Record Certification

F. W9 Form

G. Supplemental Qualification Statement

1. List all school construction projects that have been completed by your firm within the

last 5 years and all projects completed for this District. Include:

- Description of the project
 - Delivery method
 - Final cost
 - Start and completion dates
 - Owner's representative for construction with telephone number
 - Project Architect with telephone number
2. Provide a description of how your organization will work with the District, Architect, Program Manager and Consultants during the construction of the project.
 3. Describe the preconstruction services you will provide for this project.
 4. Describe your organization's methods for estimating costs, and for scheduling. Attach a sample cost estimate prepared during the design phase of a project, and the final cost estimate/breakdown used to fix the contract amount for 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.
 5. Give an example from the projects referenced in your qualification statement (A) or your list of school projects (C.1) that exemplifies your project approach for this project.
 6. Provide an explanation of any clarifications, exceptions, or concerns that you have relating to the construction contracts, insurance requirements, and project.
 7. Considering the scope and schedule of the project, identify the specific Project Managers, Estimators, and site superintendents proposed to work on the project. Indicate the extent of their involvement in the project (full-time or part-time) over the entire duration of the design and construction phases. Provide resumes and references for each individual.
 8. Submit safety performance record in the form of your Worker's Compensation modifier for the current year and the three previous years and your TRIR (Total Recordable Incident Rating) for each of the three previous years. In addition, provide OSHA 300 Safety record for review for the previous three years.
 9. Provide complete financial statement (to include bonding capacity on completed work).
 10. It should be noted that no contact can be made to the District personnel, other than the signer for purposes of questions/clarifications to the Architect, in discussing this project on penalty of possible disqualification.
 11. Additional material may be submitted under separate cover.

H. Possible Interviews

If interviews are necessary, then the selected firms will be required to have the complete Project team present at the interview.

SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT

**PROPOSAL FORM
FOR CONSTRUCTION MANAGER AT RISK
RFP #2023-001**

Project: School Additions & Remodel / Weight Room

Submitted by: _____

Contact Name: _____

Date: _____ Phone No. (____) _____

The following is a breakdown of all proposed fees.

In submitting this proposal, the undersigned agrees to the following:

- a. Hold proposal open for acceptance 45 days.
- b. Accept right of Owner to reject any or all proposals, to waive formalities and to accept proposal, which Owner considers most advantageous.
- c. By signing, the undersigned affirms that, to the best of his knowledge, this Proposal has been arrived at independently and is 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 respondents in the award of this proposal.

A. FEE PROPOSAL

1.. PRECONSTRUCTION FEE

For all preconstruction services outlined the lump sum amount of:

Dollars _____ (\$ _____)

2. CM FEE

For Overhead and Profit, list your proposed fee as a percentage of the cost of the work.

_____ %

- 3. GENERAL CONDITIONS (Please provide list of General Conditions and 3 actual examples of cost of work and % General Conditions).**

THIS PROPOSAL FORM MUST BE SUBMITTED BY: June 26, 2023 at 11:00 a.m.

B. SCHEDULE:

Undersigned agrees to achieve Substantial Completion of the project within _____ calendar days from receipt of notice to proceed from the Owner. NOTE: Contract Time may be taken into consideration in award of a contract for this project.

C. ADDENDA

Undersigned acknowledges receipt of Addenda No(s) _____

Dated _____

It is understood that the right is reserved by the Owner to reject any or all proposals, or waive any informality in proposal process.

Authorized Signature

Title

(Seal, if a Corporation)
State whether Corporation,
Partnership or Individual

Name of Contracting Firm

Address

Telephone

Date

THIS PROPOSAL FORM MUST BE SUBMITTED BY: **June 26, 2023 at 11:00 a.m.**

END OF PROPOSAL FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICEUSEONLY

Date Received

1 Name of person doing business with local governmental entity.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has affiliation or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS

Affidavit of Non-Collusion:

I hereby swear (or affirm) under penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or materials, supplied, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Firm Name: _____

Subscribed and sworn to me before this ____ day of _____, _____

NOTARY PUBLIC _____

My commission expires: _____

Bidder's E.I. Number _____
(Number used on employer's quarterly Federal Tax return)

FELONY CONVICTION NOTIFICATION

Note: The Statement of Affirmation Must Be Notarized

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge."

- a. _____ My firm is a publicly held corporation; therefore, this reporting requirement is not applicable."
- b. _____ My firm is not owned nor operated by anyone who has been convicted of a felony."
- 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)

PLEASE CHECK a, b, or c ABOVE AND SIGN BELOW.

Offeror's Name _____

Position/Title _____

Offeror's Signature _____

Date _____

Subscribed and sworn to me on this _____ day of _____

Notary Public _____

My Commission expires _____

EXHIBIT "A"

Proposed Scope of Work

The following summarizes the scope of work for the projects included in this RFP as per the Sierra Blanca Independent School District and subsequent programming meetings with District personnel. This summary is not all inclusive of the project requirements that may be required by the District at a later date.

- New additions approximately 5,500 square feet.

EXHIBIT "B"

ARTICLE 11 INSURANCE AND BONDS

§ 11.0.1 No Work will be commenced and no equipment or materials can be shipped until all requirements of this Article have been satisfied, satisfactory evidence of insurance has been provided, and all insurance is in full force and effect. Contractor shall notify Owner and Architect in writing of any proposed nonconformity with these requirements, and shall notify Owner and Architect in writing of any insurance changes which occur during the terms required under the Contract Documents. Any deviation from these requirements can only be approved by Owner's Board of Trustees. Any nonconformity may be grounds for termination or modification of the Contract. To the extent that Contractor is unable to procure the insurance designated herein because the insurance is not reasonably available or is cost-prohibit, then Contractor shall provide written notice to Owner's Board of Trustees. Said lack of insurance may then be grounds for termination or modification of this Agreement.

§ 11.0.2 Satisfactory evidence of insurance required by this Article shall be provided to Owner and Architect not later than five business days after execution of the Contract by Owner. Satisfactory evidence shall include copies of the required insurance policies, declarations and endorsements themselves. In addition, Contractor shall also provide: 1) a duly-executed Owner's Certificate of Insurance; 2) a duly-executed ACORD Certificate of Insurance, Form 25-S with the following modifications in the "Cancellation" Section: delete (line through) the words "endeavor to"; place the number "30" in the blank; and delete the words "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives", or 3) a duly-executed ACORD Certificate of Insurance, Form 27, such form to be modified if necessary to include liability coverage. The Contractor shall furnish Owner all insurance amendments, renewals, notices, cancellations and additional endorsements as they are provided to Contractor.

§ 11.0.3 All insurance required herein shall be obtained from a company licensed to do business in the State of Texas by the Texas Department of Insurance, and shall be underwritten by a company rated not less than A VII in A.M. Best's Key Rating Guide, Property-Casualty, according to the latest posted ratings available on A.M. Best's Web Site, www.ambest.com and that permits waivers of subrogation.

§ 11.0.4 All insurance required herein shall name as additional insureds: the Owner, its officers, employees, representatives or agents; the Architect; and the Owner's consultants, except Contractor's Worker's Compensation insurance.

§ 11.0.5 All insurance required herein shall be primary insurance as respects the Owner, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of subrogation in favor of Owner on all claims arising out of the Project. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. Aggregate limits on any policy shall be not less than twice per accident or per occurrence limits of the policy.

§ 11.0.6 Any failure of Contractor to comply with the reporting provision of the policies shall not affect the coverage provided to the Owner, its officers, employees, representatives or agents.

§ 11.0.7 All workers on the Project must be covered by the required insurance policies of the Contractor or a Subcontractor.

§ 11.0.8 Nothing contained in this Article shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1 CONTRACTOR'S INSURANCE

§ 11.1.1 The Contractor and the Contractor's Subcontractors shall purchase and maintain such insurance as will protect them and the Owner from claims which may arise out of or result from the Contractor's operations and completed operations under the Contract, whether such operations be by Contractor or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, including the following:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed, including private entities performing work at the site, and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project (see § 11.1.2.1 and § 11.1.5);
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations;
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under the Contract Documents, including under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, written on an occurrence basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. The stipulated limits of liability aggregate coverages shall be for this Project.

§ 11.1.2.1 Worker's Compensation:

- .1 State: Statutory
- .2 Employer's Liability
 - \$1,000,000.00 per accident
 - \$1,000,000.00 disease, policy limit
 - \$1,000,000.00 disease, each employee

§ 11.1.2.2 Comprehensive General Liability:

- .1 Bodily Injury \$1,000,000.00 each occurrence
\$2,000,000.00 aggregate
- .2 Property Damage \$1,000,000.00 each occurrence (including X, C, and U coverage)
- .3 Products & Completed Operations \$2,000,000.00 each occurrence, \$2,000,000.00 aggregate (to be maintained for a period of two years after Final Payment; Contractor shall continue to provide evidence of such coverage to Owner on an annual basis during this period.)
- .4 Personal & Advertising \$500,000.00 aggregate Injury
- .5 Premises and Property Damage Liability Insurance shall provide X, C and U coverage.

- .6 Broad Form Property Damage Coverage shall include Completed Operations.
- .7 Broad Form Contractual Liability Coverage.
- .8 Independent Contractors
- .9 Fire Damage \$500,000.00

§ 11.1.2.3 Contractual Liability:

- .1 Property Damage shall be included in Comprehensive General Liability Coverage.
- .2 Insurance sufficient to cover Contractor's contractual indemnities, and at least \$1,000,000.00 each occurrence, \$1,000,000.00 aggregate.

§ 11.1.2.4 Personal Injury:

- .1 With Employment Exclusion deleted; shall be included in Comprehensive General Liability Coverage.
- .2 \$1,000,000.00 each occurrence
- .3 \$1,000,000.00 aggregate

§ 11.1.2.5 Business Automobile Liability (including owned, non-owned, hired, or any other vehicles):

- .1 Bodily injury (per person) \$1,000,000.00 _
- .2 Bodily injury (per accident) \$1,000,000.00 _
- .3 Property Damage \$1,000,000.00 _
- .4 Aggregate \$1,000,000.00 _

§ 11.1.2.6 Umbrella Excess Liability coverages shall be

- .1 \$10,000,000.00 each occurrence for Construction Manager
- .2 \$10,000,000.00 each occurrence for General Contractor
- .3 \$1,000,000.00 each occurrence for all subcontractors
- .4 \$10,000,000.00 aggregate
- .5 Providing umbrella coverage over the workers' compensation, employer's liability, comprehensive general liability, and comprehensive automobile liability.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor to the Owner and Architect in writing within five (5) days of Contractor's information and belief.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.1.5 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

§ 11.1.6 Texas Workers' Compensation Insurance. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84) showing statutory workers' compensation insurance coverage for the Contractor's employees providing services on a Project is required for the duration of the Project."

§ 11.1.6.1 Duration of the Project includes the time from the beginning of the Work on the Project until Contractor's work on the Project has been completed and accepted by the Owner.

§ 11.1.6.2 Persons providing services on the Project ("subcontractor" in Texas Labor Code section 406.096) include all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the Project.

§ 11.1.6.3 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to the Project. Services do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

§ 11.1.6.4 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code section 401.011(44) for all employees of the Contractor providing services on the Project for the duration of the Project.

§ 11.1.6.5 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the Contract.

§ 11.1.6.6 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

§ 11.1.6.7 The Contractor shall obtain from each person providing services on the Project and provide to the Owner.

- .1 A certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
- .2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

§ 11.1.6.8 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.

§ 11.1.6.9 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

§ 11.1.6.10 The Contractor shall post on each Project site a notice, in the text form, and manner prescribed by the TDI informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

§ 11.1.6.11 The Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- .1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code section 401.011(44) for all of its employees providing services on the Project for the duration of the Project.
- .2 Provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project for the duration of the Project.
- .3 Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .4 Obtain from each other person with whom it contracts, and provide to the Contractor:
 - .1 A certificate of coverage, prior to the other person beginning work on the Project, and
 - .2 A new certificate of coverage showing extension of coverage, prior the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- .5 Retain all required certificates of coverage on file for the duration of the Project and for one year thereafter.
- .6 Notify the Owner in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- .7 Contractually require each person with whom it contracts to perform as required by items 1-6, with the certificates of coverage to be provided to the person for whom they are providing services.

§ 11.1.6.12 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing the Owner that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on property reporting of classification codes and payroll amounts and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil actions.

§ 11.1.6.13 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the Owner to declare the Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

§ 11.1.6.14 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery or renewed on or after January 1, 1996.

§ 11.3 BUILDER'S RISK INSURANCE

§ 11.3.1 The Owner will obtain, at its expense, a builder's risk "all-risk" or equivalent policy form in the amount of the total value for the entire Project at the site on a replacement cost basis. Such property insurance will be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.3 LOSS OF USE INSURANCE

Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.4 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. The foregoing waiver afforded the Architect, his agents, and employees shall not extend to the liability imposed by § 3.18.3.

§ 11.3.5 The Owner as fiduciary shall have the power to adjust and settle a loss with the insurer or insurers. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.6 The Owner as fiduciary shall have the power to adjust and settle a loss with the insurer or insurers. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor under the insurance proceeds.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Contractor shall furnish separate payment and performance bonds covering faithful performance of the Contract and payment of obligations arising thereunder, each bond to be a total amount equal to 100% of the Contract Price, or Guaranteed Maximum Price, whichever is applicable. The performance bond shall also include an amount necessary to reimburse Owner's reasonable and necessary attorneys' fees and litigation costs incurred in claims arising under the performance bond, and liquidated damages arising under the Contract Documents, in an amount not to exceed five (5) percent of the Cost of the Work. Provided, however, no limitation herein shall limit Contractor's liability under the Contract Documents. (If the Guaranteed Maximum Price is not known at the time that a Construction Manager-At-Risk contract is awarded, then the sum of the payment and performance bonds must each be in an amount equal to the Project budget. The Construction Manager At Risk shall deliver the bonds not later than the tenth day after the date the Construction Manager At Risk executes the Contract, unless the Construction Manager At Risk furnished a bid bond or other financial security acceptable to the District to ensure that the Construction Manager will furnish the required payment and

performance bonds when the Guaranteed Maximum price is established). All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance, and shall fully comply with Texas Insurance Code section 3503.001 *et seq.* and Texas Government Code, Chapter 2253, or their successors. The surety company shall have a rating of not less than "A VII" according to the latest posted ratings or the A.M. Best Web Site, www.ambest.com. The surety company shall provide, if requested, information on bonding capacity and other projects under coverage and shall provide proof to establish adequate financial capacity for this Project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, then the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by a reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. Contractor shall immediately notify the Owner and Architect in writing if there is any change in: the rating; insolvency or receivership in any State; bankruptcy; right to do business in the State; or status of Contractor's sureties at any time until Final Completion.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.4.3 The Contractor shall deliver copies of the required bonds to the Owner and Architect not later than five business days after execution of the Contract by Owner. All bonds will be reviewed by the Architect for compliance with the Contract Documents. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative with Architect's recommendation.

§ 11.4.4 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power-of-attorney. The name, address and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.5 Bonds shall guarantee the faithful performance of all of the covenants, stipulations, and agreements of the Contract. Bond shall be signed by an agent, resident in the State of Texas. If at any time during the continuance of the Contract, the Owner determines that the Contractor is unable to complete the Work in accordance with the Contract Documents, any of the Contractor's bonds become insufficient, the surety becomes insolvent, or the surety's rating drops below the required level, then the Owner shall have the right to require from the Contractor additional and sufficient sureties or other security acceptable to the Owner, which the Contractor shall furnish to the satisfaction of the Owner, within ten (10) days after notice to do so. These contractual remedies are in addition to all remedies available by law. In default thereof, all payment or money due to the Contractor may be withheld until the Contractor provides additional surety or security.

EXHIBIT "C"

ARTICLE 15- LABOR STANDARDS

15.1 PREVAILING WAGE RATES

15.1.1 Contractor and each Subcontractor shall pay to all laborers, workmen, and mechanics employed in execution of this Contract not less than rates set forth by law and as noted in the following Wage Rate Scale, for each craft or type of workman or mechanic needed to execute the Contract.

Determination of prevailing wages shall not be construed to prohibit payment of more than the rates named.

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 of the Texas Government Code.

§ 2258.021. Right to Be Paid Prevailing Wage Rates

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:

- (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
- (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

(b) Subsection (a) does not apply to maintenance work.

(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

§ 2258.023. Prevailing Wage Rates to Be Paid by Contractor and Subcontractor; Penalty

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$ 60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

§ 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

SIERRA BLANCA ISD BASIC MINIMUM WAGES

Each Proposer shall make certain that he/she is aware of local labor availability, means of transportation, local laws, codes, wage scales, contractor's licensing, permit requirements, required insurance, including Worker's Compensation Insurance, and other factors that could affect the work. The Board has adopted the Davis-Bacon prevailing wage rates for Jefferson County, Texas as updated from time to time by the Secretary of Labor and as found at the following website: <http://www.wdol.gov/Index.aspx>.