

DELEGATION OF
AUTHORITY

The school board has delegated the authority to perform any of tasks required by Chapter 2269, and the limits of that delegation. Chapter 2269 allows the board of trustees to delegate its authority to act under the Chapter to the Superintendent for any contracts below \$25,000.

A school district is required to provide notice of the delegation of authority, the limits of the delegation, and the name or title of a person to whom it has delegated such authority by rule or in the request for bids, proposals, or qualifications or in an addendum to the request.

If a board of trustees does not take action to delegate its authority as allowed by law, the board itself must perform these functions.

The following actions cannot be delegated. These items may not be delegated:

- Determining the existence of an emergency permitting circumvention of procurement laws.
- Determining the prevailing wage rate for the project.
- Approval of the Educational Program and Educational Specifications,
- Adopting rules and procedures for the procurement of construction services.
- Passing a resolution establishing regulations permitting the school district to refuse to enter into a contract or other transaction with a person indebted to the school district.

A note about delegation of authority in emergency situations: While the Education Code requires that the board and not a designee) make the determination regarding the existence of an emergency under section 44.031(h), a separate Education Code provision seems to carve out an exception to that prohibition. Under section 44.0312(c), in the event of a catastrophe, emergency, or natural disaster affecting a school district, the board of trustees of the district may delegate to the superintendent or designated person the authority to contract for the replacement, construction, or repair of school equipment or facilities under this subchapter if emergency replacement, construction, or repair is necessary for the health and safety of district students and staff.

The implication of this statute seems to be that a board may delegate the authority in advance the authority for a superintendent or other designee to determine (1) whether there

is a catastrophe, emergency, or natural disaster, and (2) whether emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. If the board has made that delegation, and if the designee makes that determination, then the designee is likely free to make such purchases.

Of course, any expenditures not previously approved or authorized by the board, e.g., Change Orders, also must be approved by the board. But the law does allow the board to grant general authority to an administrative official to approve change orders.

CONTRACTS VALUED AT
OR ABOVE \$50,000

First, if the contract is less than \$50,000.00 in the aggregate over a twelve-month period, Section 44.031 does not apply. [see also CH]:

1. An interlocal contract. [See CH]
2. Competitive bidding. [See CVA]
3. Competitive sealed proposals. [See CVB]
4. Construction manager-agent method. [See CVC]
5. Construction manager-at-risk method. [See CVD]
6. Design-build method. [See CVE]
7. Job order contract. [See CVF]
8. The reverse auction procedure as defined by Government Code 2155.062(d). [See CH]

Education Code 44.031(a); Gov't Code Ch. 2269

[For information on contract-related fees, see CH.]

2252.904

AVAILABLE DELIVERY
METHODS

The law specifies the following available methods for construction contracts:

- Competitive Bidding;
- Competitive Sealed Proposals;
- Design-Build;
- Construction Manager-Agent; Construction Manager-at-Risk;
- Job Order Contracts for minor construction, repair, rehabilitation or alteration of a facility; and
- An inter-local contract.

Below is a brief description of each delivery method.

- **Competitive Bidding** involves (1) preparing a request for bids, (2) opening the bids and (3) award a contract to the lowest responsible bidder.
- **Competitive Sealed Proposals** involves (1) preparing a request for sealed proposals, (2) opening and ranking proposals received, and then (3) selecting a contractor who offers best value according to the selection criteria adopted to the district. The district attempts to negotiate a contract with the first-ranked contractor; if the district is unsuccessful, it ends negotiations with the contractor and attempts to negotiate with the second ranking contractor, and so on, until a contract is reached or all proposals are rejected.
- **Design-Build Contract** is a single contract with a design-build firm for the design and construction of a facility. A design-build firm is a sole partnership, corporation, or other legal entity or team that includes an architect or engineer and or a construction contractor.
- **Construction Manager-Agent** is a sole proprietorship, partnership, corporation, or other legal entity that serves as the agent for the governmental entity by providing construction administration and management services for the construction, rehabilitation, alteration, or repair of a facility. After selecting a construction manager-agent, the school district then hires a general contractor or trade contractors who will serve as the prime contractor for their specific portion of the work. The district may hire a general contractor or the district may assume the role of the general contractor by hiring multiple prime contractors to perform portions of the work.
- **Construction Manager-At-Risk** is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the school district regarding construction during and after the design of a facility.
- **Job Order Contract** may be awarded by a school district for the maintenance, repair, alteration, renovation, remediation, or minor construction, of a facility when the

work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite. Thus, this method by itself is not suited for major school construction projects. Chapter 44 list these contracts as a permissible delivery method, nothing in the Education Code specifically addresses the use of such contracts for construction services. The Attorney General has concluded that neither the Education Code nor the Inter Local Cooperation Act, Chapter 791 of the Government Code, require inter-local contracts to be competitively bid.

SELECTION CRITERIA
AND RELATIVE WEIGHTS

Under each of the delivery methods, the District must determine the criteria to be used in choosing among the competing vendors for the construction services under the construction method determined to represent the best value for the district. Also, the district must choose the relative weights given to each criteria.

Both the selection criteria and the relative weights must be determined by the district before publishing its request for bids, proposals, or qualifications because the selection criteria and their relative weights must be included in the request for bids, proposals, or qualifications. The determination of the selection criteria, or the delegation of that responsibility, requires board action, the subject should appear as an agenda item and the minutes should contain a resolution passed by the board in which the board either sets forth the selection criteria and weights that will be used to evaluate the offers received for construction services, or sets forth the board's delegation of that authority to Superintendent or Designee. In the event of delegation, both the fact of the delegation and the extent of the delegation should appear in the minutes.

Chapter 2269 lists the following factors as factors that the district may consider, but the district can pick and choose or select its own criteria. Furthermore, the district may assign whatever weight it chooses to each criterion. Chapter 2269's criteria are the following:

- the price; the offeror's experience and reputation;
- the quality of the offeror's goods or services;
- the impact on the ability of the district to comply with laws and rules relating to historically underutilized businesses
- the offeror's safety record;
- the offeror's proposed personnel;
- whether the offeror's financial capability is appropriate to the size and scope of the project; and
- any other relevant factor specifically listed in the request for bids, proposals or qualifications.

The Education Code also recognizes a final factor the district may consider. A board of trustees of a school district may pass a resolution establishing regulations permitting the school district to refuse to enter into a contract or other transaction with a person indebted to the school district. Such regulations permit a district to refuse to award a contract or enter into a transaction with an apparent low bidder or successful proposer that is indebted to the school district.

A district should always publish the desired selection criteria in the request for bids or sealed proposals.

HIRING AND ENGINEER
OR ARCHITECT

Architectural and engineering work for the construction and design of a project must be performed by licensed design professionals. Design professionals such as engineers and architects render professional services according to state law. Chapter 2269 of the Government Code does not apply to the selection of an architect. Instead, procurement of architects and engineers is governed by the Professional Services Procurement Act, Government Code Subchapter A, Chapter 2254.

The district cannot award contracts for professional services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications for a fair and reasonable price. The professional fees under the contract may not exceed any maximum provided by law.

The district will issue a request for qualifications (RFQ) process. To seek qualifications through the use of an RFQ, the district first prepares a detailed request for qualifications seeking all pertinent information it wishes to use to determine the most qualified and competent design professional. Categories of information sought include all school construction projects designed or administered by the design professional, references, education and licensing information, financial information, information regarding all suits, arbitration proceedings, or mediations in which the architect has been a party or witness, and other desired information. The district then advertises that it is seeking qualifications for the specific design professional for the project. Interested applicants submit a qualification statement containing the information requested in the district's request for qualifications.

For architectural, engineering, or land surveying services, the district must:

- select the most highly qualified provider on the basis of demonstrated competence and qualifications; and
- then attempt to negotiate with that provider a contract at a fair and reasonable price. If the parties cannot negotiate a satisfactory contract, then the district is required to formally end negotiations with that provider; select the next most highly qualified provider; and then attempt to negotiate with the provider a fair and reasonable contract.
- The process is continued until a contract is entered.
- The district is prohibited from purchasing engineering or architectural services through an inter-local contract, even if the district is using an inter-local contract as the method of delivery for the underlying project.

The district is prohibited from purchasing engineering or architectural services through an inter-local contract, even if the district is using an inter-local contract as the method of delivery for the underlying project.

SETTING PREVAILING WAGE RATES

This District requires that workers on a school construction project be paid not less than the general prevailing wage rate of per diem wages for work of a similar character in the locality in which the work is performed; and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. However, this requirement does not apply to maintenance work.

For each contract awarded by the school district on a construction project, the board must determine the general prevailing rate of per diem wages in the locality in which the public work is to be performed for each craft or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work.

The prevailing rate is set by either

- a) conducting a survey of the wages received by classes of workers employed on projects of a character similar to the contract work in the political subdivision of the state in which the public work is to be performed; or (b)
- b) by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a, and its subsequent amendments).

In other words, the prevailing wage rate is set by conducting a survey of the wages paid for workers on similar projects in the area,

or using the local prevailing wage rate set under the federal Davis-Bacon Act.

The district's determination of the prevailing wage rate must be expressed as a sum certain, expressed in dollars and cents. Another significant requirement is that a board of trustees shall specify in the call for bids for the contract and in the contract itself the wage rates determined under the statute. The wage rates must appear in the request for bids or sealed proposals and in the contract documents.

Once a contract has been awarded, the contractor or a subcontractor) shall pay not less than the rate determined by the board. The statute establishes a penalty for failing to pay the prevailing wage rate. A contractor or subcontractor who violates this section shall pay to the school district 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.

Finally, the statute requires that school districts specify in the contract documents the penalty for failing to pay prevailing wages.

**PROVIDING NOTICE OF
WORKER'S
COMPENSATION
COVERAGE**

A school district's Board Policy CV (LEGAL) concisely summarizes a district's requirements under the worker's compensation statutes and regulations.

**REQUIRED WORKERS'
COMPENSATION
COVERAGE**

When the District enters into a building or construction contract on a project, it shall fulfill the following requirements regarding required workers' compensation coverages. A project includes the provision of all services related to a building or construction contract for the District.

The District shall:

1. Include in the bid specifications all the duties and responsibilities of contractors pertaining to required workers' compensation coverages. See CV (EXHIBIT)
2. As part of the contract, using the language required by 28 TAC 110.110(c)(7), require the contractor to perform the duties and responsibilities pertaining to required workers' compensation coverages. [See CV(EXHIBIT)]
3. Obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person's beginning work on the project. This provision in-

cludes 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 contracts directly with the contractor and regardless of whether that person has employees. This includes, but is not limited to, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the contract. Services include, but are not limited to, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. Services do not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

4. Obtain from the contractor a new certificate of coverage showing extension of coverage:

a. Before the end of the coverage period, if the contractor's current certificate shows that the coverage period ends during the duration of the project ; and

b. No later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project.

5. Retain certificates of coverage on file for the duration of the project and for three years thereafter.

6. Provide a copy of the certificate of coverage to the Workers' Compensation Commission upon request and to any person entitled to a copy by law.

7. Use the prescribed language for bid specifications and contracts without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation. See CV(EXHIBIT)

Labor Code 406.096; 28 TAC 110.110(a)(7)(8), (c)

The Attorney General has made clear that the workers' compensation statute, section of the Labor Code, applies to every building or construction contract' no matter how small the subject matter of the contract may be.

**CERTIFICATION OF
DESIGN AND
CONSTRUCTION**

Whenever the district is going to perform new construction or a major space renovation, it will be required to develop an Educational Program and Educational Specifications. It will also need to adopt a building code and at the end of the project obtain a certification of design and construction. It is pretty easy to determine when you have a new construction project but how do you determine if you are performing a major space renovation? The Texas Administrative Code defines the term.

Major space renovations to all or part of the facility's instructional space where the scope of the work in the affected part of the facility involves substantial renovations to the extent that most existing interior walls and fixtures are demolished and then subsequently rebuilt in a different configuration and or function.

**EDUCATIONAL
PROGRAM FOR
CONSTRUCTION
PROJECTS**

The Educational Program is a written document that essentially sets forth how you will achieve your district's educational philosophy, mission, and goals through your construction project.

The Texas Administrative Code sets out the requirements.

- Educational program - A written document, developed and provided by the district, that includes the following information:
 - a summary of the school district's educational philosophy, mission, and goals; and
- A description of the general nature of the district's instructional program in accordance with § 74.1 of this title (relating to Essential Knowledge and Skills). The written educational program should describe:
 - the learning activities to be housed, by instructional space;
 - how the subject matter will be taught (methods of instructional delivery);
 - the materials and equipment to be used and stored;
 - utilities and infrastructure needs; and
 - the characteristics of furniture needed to support instruction.

**EDUCATIONAL
SEPCIFICATIONS**

The Educational Specifications provide a significantly more detailed analysis of the district's intended use of the facilities than the Educational Program. They clearly require a degree of technical expertise that is not likely possessed by the district unless the district keeps an architect on staff, in which case the district's architect may be the design professional that spearheads the development of the Educational Specifications. If the district does not have an architect on staff, the administrative code requires the district to hire a design professional or consultant experienced in the area of school planning and design to develop the Educational Specifications.

The district may use the same architect to develop the Educational Specifications and to design the project as a whole. This would seem to be the most efficient way of implementing the Administrative Code's requirement.

When developing the Educational Specifications, the district must use a design professional or consultant experienced in school planning and design. The rules also require the district to allow input from teachers and other campus staff and district program staff.

The Educational Program and Educational Specifications must be approved by the Board of Trustees. This authority cannot be delegated to administration.

Once the project is complete the district will present the architect with the Educational Program, Educational Specifications and adopted code so that the architect can certify that the project was completed in accordance with the Educational Program, the Educational specifications and the applicable codes.

ADOPTION OF A BUILDING CODE

The Texas Administrative Code requires also that school districts adopt a building code for their projects, if the district is located in an area that has not already adopted a building code.

Until recently, many municipalities had no formally adopted building codes. In 2006, the Texas Legislature made the International Building Code as it existed on May 1, 2003 applicable to all commercial buildings in a municipality for all construction beginning after January 1, 2006, and to any alteration remodeling, enlargement or repair of those commercial buildings.

PAYMENT AND PERFORMANCE BONDS

A school district's Board Policy CV (LEGAL) also concisely summarizes a district's duty to require a contractor to provide payment or performance bonds. We have directly quoted the policy below.

When the Board makes a public work contract for constructing, altering, or repairing a public building or carrying out or completing any public work, it shall require the contractor, before beginning the work, to execute payment and/or performance bonds as specified below. The bonds shall be executed by a corporate surety in accordance with Insurance Code 7.19-1. The bond shall be payable to the Board and in a form approved by the Board. *Gov't Code 2253.021(a), (d), (e)*

For a contract in excess of \$100,000, a performance bond shall be executed in the amount of the contract conditioned on the

faithful performance of the work according to the plans, specifications, and contract documents. The bond is solely for the protection of the District. *Gov't Code 2253.021(b)*

For a contract in excess of \$25,000, a payment bond shall be executed in the amount of the contract solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. *Gov't Code 2253.021(c)*

**FAILURE TO OBTAIN
PAYMENT BOND**

If the Board fails to obtain a payment bond covering a contract in excess of \$25,000 from the prime contractor, it is subject to the same liability as a surety would be, and a payment bond beneficiary is entitled to a lien on money due to the prime contractor in the same manner and to the same extent as if the contract were subject to Subchapter J, Chapter 53, Property Code. *Gov't Code 2253.027*

NO BOND FOR DESIGN
SERVIERS ONLY
SURVEYORS

A payment or performance bond is not required for, and may not provide coverage for, the portion of a design-build contract that includes design services only. *Education Code 44.036(j)* Now *Gov't Code 2269.311(a)* See CVC for more information on design/build contracts, including bond amounts.

**BOND FOR INSURED
LOSS**

The Board shall ensure that an insurance company that is fulfilling its obligation under a contract of insurance by arranging for the replacement of a loss, rather than by making a cash payment directly to the governmental entity, furnishes or has furnished by a contractor:

1. A performance bond for the benefit of the District, as described above; and
2. A payment bond, as described above. If the payment bond is not furnished, the District is subject to the same liability that a surety would have if the surety had issued the payment bond and the District had required the bond to be provided.

These bonds shall be furnished before the contractor begins work. It is an implied obligation under a contract of insurance for the insurance company to furnish these bonds.

**EXCEPTION TO BOND
REQUIREMENT**

The requirement that the District secure a performance or payment bond from an insurance company, above, does not apply when a surety company is complying with an obligation under a bond that had been issued for the benefit of the District. *Gov't Code 2253.022*

ADVERTISING FOR
RECEIVING AND
OPENING BIDS,
PROPOSALS OR
REQUEST FOR
QUALIFICATIONS

Each district will have adopted rules and procedures for advertising, receiving, and opening of bids, proposals, and requests for qualifications. The statutory publication requirement is that a district must publish, in a newspaper in the county in which the district's central administrative office is located, notice of the time by when and place where the bids, proposals, or responses to a request for qualifications, will be received and opened. The notice must appear once a week for at least two weeks before the deadline for receiving bids, proposals, or responses to a request for qualifications.

One exception to publication exists. In a two-step procurement process, the time and place where the second-step bids, proposals, or responses will be received are not required to be published separately.

MAKING SELECTIONS
PUBLIC

A district shall base its selection among offerors on applicable criteria listed for the particular method used. Once a selection is made based on these selection criteria, the district must document the basis of its selection and shall make its evaluations public not later than the seventh day after the date the contract is awarded.

RIGHT TO WORK

A school district, in procuring goods or services; awarding a contract; or overseeing procurement or construction for a public work or public improvement may not consider whether a vendor is a member of or has another relationship with any organization. A school district is further prohibited from preparing bid specifications or entering into contracts that deny or diminish the right of a person to work because of that person's membership or other relationship status to any organization.

CONTRACT
DOCUMENTS

The legal vehicle for each construction delivery method is a written, legally binding contract for construction services. Construction projects are much too complex and expensive NOT to have a detailed contract establishing the precise duties and responsibilities of the parties, and other important terms of the transaction. The form of the contract will vary according to the delivery method chosen. District will consult School attorney in developing, modifying, and negotiating the contract or contracts used for the project. Contractors and architects both usually desire to use form contracts developed by the American Institute of Architects (AIA).

These contracts require significant modification in order to give a school district the power to require that a project is completed in accordance with the plans and designs, in a good and workman-like manner. A school district signing a form AIA contract will be

accepting responsibility for parts of a construction project usually the responsibility of the contractor or architect, while at the same limiting a district's legal remedies against a contractor or architect. Keep in mind that these contracts were developed by architects, and they are endorsed by national contractor organizations. These documents are not by any measure owner-friendly, but modifications to the contracts can significantly increase protections to the owner school district.

**SEPARATE CONTRACT
FOR INSPECTION AND
TESTING SERVICES**

The district shall provide or contract for the construction materials engineering, Geo testing, inspection services and the verification testing services necessary for acceptance of the facility independently of its contractor, construction manager, or design-builder.

**REQUIREMENTS FOR
DELIVERY METHODS**

This section explores the step-by step requirements for each delivery method. See Section 2 above for a more detailed explanation of steps common to all methods.

**THE DESIGN-BUILD
CONTRACT**

A design-build contract is a contract with a single entity to provide both design and construction services for the construction, rehabilitation, alteration, or repair of a facility. A design-build firm is a sole proprietorship, partnership, corporation, or other legal entity or team that includes an engineer or architect and a construction contractor. It is important to recognize that the statutory procedure for a design-build contract is unique. Remember, even when using the Design-Build method, the district must still engage an independent design professional.

Procedures:

- Step 1. Determine Delegation of Authority
- Step 2. Adopt Design-Build as Method of Delivery
- Step 3. Hire an Independent Engineer or Architect

A school district is required to designate an architect or engineer independent of the design-build firm to act as its representative for the duration of the project. If this design professional is not a full-time employee of the district, the selection process must be in accordance with section 2254.004 of the Government Code.

- Step 4. Prepare Selection Criteria and Weights for Hiring Design-Build Firm
- Step 5. Prepare the Design Criteria Package

A school district must prepare a design criteria package, which is a set of documents that provides sufficient information, including criteria for selection, to permit a design-build firm to prepare a response to a governmental entity's request for qualifications and to provide any additional information requested. A district should rely on its independent engineer or architect (see step 3) to assist it in the preparation of the design criteria package, and must do so if the preparation requires the practice of engineering or architecture.

The design criteria package must specify criteria the district considers necessary to describe the project and may include, as appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, and any other requirement.

Step 6. Prepare Request for Qualifications

A district must prepare a request for qualifications addressed to potential design-build firms. The project engineer or architect ideally will prepare the RFQ. This request for qualifications will include general information on the project site, project scope, budget, special systems, selection criteria, and other information that may assist potential design-build firms in submitting proposals for the project.

Step 7. Set a Prevailing Wage Rate

Step 8. Give Notice of Worker's Compensation Coverage

Step 9. Require Payment and Performance Bonds

Note that a payment or performance bond is not required for, and may not provide coverage for the portion of the design-build contract with the design-build firm as to the amount of the bonds: If a fixed contract amount or guaranteed maximum price has not been determined at the time a design-build contract is awarded, the penal sums of the performance and payment bonds delivered to the district must each be in an amount equal to the project budget, as specified in the design criteria package. The design-build firm shall deliver the bonds not later than the 10th day after the date the design-build firm executes the contract unless the design-build firm furnishes a bid bond or other financial security acceptable to the

district to ensure that the design-build firm will furnish the required performance and payment bonds before construction begins.

Step 10. Publish Request for Qualifications

Step 11. Evaluate Responses and Select Design-Build Firm

A school district must evaluate statements of qualifications and select a design-build firm in two phases. Each phase of the two-step procedure is discussed below.

Phase One

Under this phase of the selection process, a district evaluates the proposals submitted on the basis of each firm's experience, technical competence, and capability to perform, the past performance of the firm and members of the firm, and other appropriate factors submitted by the firm in response to the request for qualifications, except that cost-related or price-related evaluation factors are not permitted.

In addition, each firm must certify to the governmental entity that each architect or engineer that is a member of the firm was selected based on demonstrated competence and qualifications, in the manner provided by Section 2254.004[Government Code]. The district is required to qualify a maximum of five responders to submit proposals that contain additional information, and, if the governmental entity chooses, to interview for final selection.

Phase Two

In this second and final phase, the district is required to evaluate the additional information submitted by the offerors on the basis of the selection criteria stated in the request for qualifications and the results of any interview.

Prior to making a final selection, the district may request additional information regarding demonstrated competence and qualifications, considerations of the safety and long-term durability of the project, the feasibility of implementing the project as proposed, the ability of the offeror to meet schedules, or costing methodology. The district then is required to rank each proposal submitted on the basis of the criteria set for the in the request for qualifications. Next, the district shall select the design-build firm that submits the proposal offering the best value for the governmental entity on the basis of the published selection criteria and on its ranking evaluations.

After selecting the top firm, a district must attempt to negotiate a contract with the selected firm. If negotiations are unsuccessful,

THE CONSTRUCTION
MANAGER-AGENT
CONTRACT

the district must, formally and in writing, end all negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end.

Step 12. Make the Selection Public no later than the 7th day after the date the contract is awarded.

A construction manager-agent is a sole proprietorship, partnership, corporation, or other legal entity that provides consultation to the school district regarding construction, rehabilitation, alteration, or repair of the facility. Also, the school district may require that the construction manager-agent provide administrative personnel, equipment necessary to perform duties under this section, and on-site management and other services specified in the contract. No matter the construction manager-agent's specific duties, it represents the district in a fiduciary capacity.

Fiduciary capacity, means that the construction-manager acts on behalf of the school district and is obligated, when so acting to put the school district's interest ahead of any personal interest of the fiduciary. Therefore, the fiduciary duty encompasses at the very minimum a duty of good faith and fair dealing recognized by law. A district should take great care that its contract with a construction manager-agent does not erode or lessen the manager-agent's responsibility under the statute.

Fiduciary capacity notwithstanding, a district must understand that the construction manager-agent does NOT serve as the prime contractor for any portion of the work, but merely serves as a consultant or Project manager owing an extremely high duty to the school district. In other words, a construction manager-agent is not a contractor ultimately responsible as such for defectively-constructed work.

The construction manager-agent may not:

- Self-perform any aspect of the construction, rehabilitation, alteration, or repair of the facility;
- Be a party to a construction subcontract for the construction, rehabilitation, alteration, or repair of the facility; or
- Provide or be required to provide performance and payment bonds for the construction, rehabilitation, alteration or repair of the facility.

Procedures:

Step 1. Delegate Authority

Step 2. Adopt Construction Manager-Agent as Method of Delivery

Step 3. Hire an Engineer or Architect

Before or concurrently with selecting a construction manager-agent, the district must select or designate an engineer or architect who shall prepare the construction documents for the project. The district must select or designate an architect or engineer on the basis of demonstrated competence and qualifications as provided by Section 2254.004, Government Code.

The school district's engineer or architect hired for the project cannot serve alone or in combination with another person, as the construction manager-agent unless the architect or engineer is hired to serve as the construction manager-agent under a separate or concurrent selection process conducted in accordance with Texas Government Code Chapter 2269, Subchapter E. The Government Code, however, does not prohibit the engineer or architect from providing customary construction phase services under the architect's or engineer's original professional services agreement.

Therefore, a construction manager-agent's contract, as such, would not include any engineering or architectural services for the project. Those responsibilities would be found in the agreement between the district and the engineer or architect. Nevertheless, provided separate contracts are used, and provided the statutory procedures are followed as to each contract, the statute permits the construction manager-agent to be one and the same as the project engineer or architect.

The standard-form architect agreement provides for supervision of the work during the construction phase, and also permits a district to contract with the architect for additional supervisory responsibilities that may be similar to services that would be provided by a construction manager-agent. A district, working with its school attorney, should ensure that the construction manager-agent's contractual responsibilities do not overlap with those of the architect.

Step 4. Select the Construction Manager-Agent

A district selects a construction manager-agent in the same manner as it would hire an engineer or architect, on the basis of demonstrated competence and qualifications under Section 2254.004, Government Code. Again, the hiring of the construction manager-agent cannot occur *prior* to the hiring of the engineer or architect.

Step 5. Make the Selection Public

Step 6. Set a Prevailing Wage Rate

- Step 7. Give Notice of Worker's Compensation Coverage
- Step 8. Require Payment and Performance Bonds for the General Contractor or Contractors Hired under Step 9.
- Step 9. Hire a General Contractor or Multiple Trade Contractors

A school district hires, in accordance with applicable law and in any manner authorized by Chapter 2269, a general contractor or trade contractors who will serve as the prime contractor for their specific portion of the work. This procurement would be through a method such as competitive sealed proposals or competitive bidding. This procurement should be treated as its own procurement under Chapter 2269 and the district shall follow all procedural steps for that delivery method.

DISTRICT SERVING AS
ITS OWN GENERAL
CONTRACTOR

The statutory language requiring that a district procure, in accordance with applicable law *and in any manner authorized by this chapter*, a general contractor or trade contractors who will serve as the prime contractor for their specific portion of the work does not expressly exclude the district from serving as its own general contractor. The statute does allow a district to hire a general contractor.

Although potential cost savings exist for school districts serving as their own general contractor with the assistance of a construction manager-agent, there are other reasons why districts might not want to serve in this role, not the least of which is the need on most projects to have daily, qualified supervision and coordination of the work. All forms contracts published by AIA (American Institute of Architects), describe the duties of the construction manager-agent as that of a Consultant.

Moreover, if the district acts as its own general contractor the District must issue requests for proposals, evaluate, award, and separately contract with each of the trades and suppliers of goods or services valued at \$50,000 or more. Bonding requirements are also applicable to each such contract. Except for relatively small projects, these requirements have been known to significantly delay the completion of the project, and have many times resulted in large cost overruns. Also, if defects are present in the project, a district can expect a trade contractor to blame another trade contractor for the problems, leaving the district to prove who is responsible for the defect between possibly multiple contractors.

CONSTRUCTION
MANAGER-AT-RISK
CONTRACT

A construction manager-at-risk is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration, or repair of a facility at the

contracted price as a general contractor and provides consultation to the school district regarding construction during and after the design of a facility.

Selection Procedures:

Step 1. Delegate Authority

Step 2. Adopt Construction Manager-At-Risk as Method of Delivery

Step 3. Hire an Engineer or Architect

On or before the selection of a construction manager-at-risk, the district shall select or designate an architect or engineer to prepare the construction documents for the project. If the District selects architect or engineer is not a full-time employee of the district the district shall select the architect or engineer on the basis of demonstrated competence and qualifications as provided by Section 2254.004. The school district's engineer or architect hired for the project cannot serve alone or in combination with another person, as the construction manager-at-risk unless the architect or engineer is hired to serve as the construction manager-at-risk under a separate or concurrent selection process conducted in accordance with Chapter 2269.

The Government Code, however, does not prohibit the district's architect or engineer from providing customary construction phase services under the architect's or engineer's original professional services agreement.

Step 4. Prepare Selection Criteria and Weights for Hiring Construction Manager-At- Risk

Step 5. Select the Construction Manager-at-Risk

The Government Code allows the construction manager-at-risk to be chosen by either a one or two-step process:

One-Step Process

- *Prepare Request for Proposals*

In a one-step selection process, a district prepares a request for proposals, including general information on the project site, project scope, schedule, selection criteria and the weighted value for each criterion, and estimated budget and the time and place for receipt of the proposals. The district must also prepare a statement that the selection process is a one-step process, and other information that may assist the district in its selection of a construction manager-at-risk. The district shall state the selection criteria in the request for proposals. Also, if a

one-step process is used, the district may request, as part of the offeror's proposal, proposed fees and prices for fulfilling the general conditions.

- *Set a Prevailing Wage Rate*
- *Give Notice of Worker's Compensation Coverage*
- *Require Payment and Performance Bonds*

If a fixed contract amount or guaranteed maximum price has not been determined at the time a contract is awarded, the penal sums of the performance and payment bonds delivered to the district must each be in an amount equal to the project budget, as specified in the request for qualifications. The construction manager shall deliver the bonds not later than the 10th day after the date the construction manager executes the contract unless the construction manager furnishes a bid bond or other financial security acceptable to the district to ensure that the construction manager will furnish the required performance and payment bonds when a guaranteed maximum price is established.

- *Publish Request for Proposals*
- *Open Proposals*

On the advertised date, time, and place, that the district must receive, publicly open, and read aloud the names of the offerors, as well as the fees and prices, if any, stated in each proposal as the proposal is opened.

- *Evaluate and Rank Proposals*

Not later than the 45th day after the dated on which the final proposals are opened, the district shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for proposals. The district shall select the offeror that submits the proposal that offers the best value for the district based on the published selection criteria and on its ranking evaluation.

- *Negotiate with Offerors*

The district is required to first attempt to negotiate a contract with the selected offeror. If negotiations are unsuccessful, the district must, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.

- *Make the Selection Public*

Two-Step Process

First Step: Requests for Qualifications

- *Prepare Request for Qualifications*

In a two-step selection process, a district prepares a request for qualifications including general information on the project site, project scope, schedule, selection criteria, estimated budget, and the time and place for receipt of . . . qualifications and a statement that the selection process is a two-step process, and other information that may assist the district in its selection of a construction manager-at-risk. The district shall state the selection criteria in the request for qualifications. The district may not request fees or prices in step one.

- *Set a Prevailing Wage Rate*
- *Give Notice of Worker's Compensation Coverage*
- *Require Payment and Performance Bonds*

If a fixed contract amount or guaranteed maximum price has not been determined at the time a contract is awarded, the penal sums of the performance and payment bonds delivered to the district must each be in an amount equal to the project budget, as specified in the request for qualifications. The construction manager shall deliver the bonds not later than the 10th day after the date the construction manager executes the contract unless the construction manager furnishes a bid bond or other financial security acceptable to the district to ensure that the construction manager will furnish the required performance and payment bonds when a guaranteed maximum price is established.

- *Publish Request for Qualifications*
- *Open Submissions*

On the advertised date, time, and place, that the district must receive, publicly open, and read aloud the names of the offerors.

**SELECT FIVE OR
FEWER OFFERORS
BASED ON
QUALIFICATIONS**

The district must evaluate the offerors on the basis of the qualifications stated in the responses to the requests for qualifications, and then it must select five or fewer offerors as the leading candidates for construction manager-at-risk.

Second Step Process:

- *Request Additional Information*

In this second step, the district may request that the five or fewer offerors, selected solely on the basis of qualifications, provide additional information, including the construction manager-at-risk's proposed fee and prices for fulfilling the general conditions.

- *Open Proposals*

On the advertised date, time, and place, the district must receive, publicly open, and read aloud the names of the offerors, as well as the fees and prices . . . stated in each proposal as the proposal is opened.

- *Evaluate and Rank Finalists*

Not later than the 45th day after the dated on which the final proposals are opened, the district shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for proposals. The district shall select the offeror that submits the proposal that offers the best value for the district based on the published selection criteria and on its ranking evaluation.

- *Negotiate with Offerors*

The district is required to first attempt to negotiate a contract with the selected offeror. If negotiations are unsuccessful, the district must, formally and in writing, end negotiations with that offeror and proceed to negotiate with the next offeror in the order of the selection ranking until a contract is reached or negotiations with all ranked offerors end.

- *Make Selection Public*

SUBCONTRACTOR
BIDDING PROCESS

The construction manager-at-risk must 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 statutory publication requirement applying here is that the construction manager must publish, in a newspaper in the county in which the district's central administrative office is located, notice of the time by when and place where the bids or proposals will be received and opened. The notice must appear once a week for at least two weeks before the deadline for receiving bids or proposals. The construction manager-at-risk and a District representative must 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, architect, engineer, or district. All bids or proposals shall be made available to the district and to the public after the later of the award of the contract or the seventh day after the date of final selection of bids or proposals.

District may decide to reject a construction manager's recommendation on a particular subcontractor bid, but it may be required to pay for this choice.

If the construction manager-at-risk reviews, evaluates, and recommends to the district a bid or proposal from a trade contractor or subcontractor but the district requires another bid or proposal to be accepted, the district shall compensate the construction manager-at-risk by a change in price, time or guaranteed maximum cost for any additional cost and risk that the construction manager-at-risk incurs because of the district's requirement that another bid or proposal be accepted.

CONSTRUCTION
MANAGER
PERFORMING PART OF
THE WORK

The construction manager-at-risk may 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. Additionally, the construction manager-at-risk may itself fulfill, without advertising, the contract requirements or select a replacement trade contractor or subcontractor to fulfill the contract requirements when a trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with the applicable bidding process.

CONSTRUCTION
MANAGER-AT-RISK
CONTRACT

The District will use a contract form contract approved by District's school attorney that includes a Guaranteed Maximum Price (GMP) to be set for the project, beyond which the district is not responsible for paying subject to certain exceptions.

COMPETITIVE SEALED
PROPOSALS

Competitive Sealed Proposals is a procurement method by which a governmental entity requests proposals, ranks the offerors, negotiates as prescribed, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

Procedures:

- Step 1. Delegate Authority
- Step 2. Adopt Competitive Sealed Proposals as Method of Delivery
- Step 3. Hire an Engineer or Architect
- Step 4. Prepare Selection Criteria and Relative Weights for Hiring Contractor
- Step 5. Prepare Request for Competitive Sealed Proposals

The district must prepare a request for competitive sealed proposals that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to respond to the request.

- Step 6. Set a Prevailing Wage Rate
- Step 7. Give Notice of Worker's Compensation Coverage
- Step 8. Require Payment and Performance Bonds
- Step 9. Publish Request for Competitive Sealed Proposals
- Step 10. Open Proposals

The district must receive, publicly open, and read aloud the names of the offerors, and any monetary proposals made by the offerors.

Step 11. Evaluate and Rank Proposals

Within 45 days after the date of opening the proposals, the district must evaluate and rank each proposal submitted by applying the published selection criteria.

Step 12. Select a Contractor

The district must select the offeror that submits the proposal that offers the best value for the governmental entity based on: (1) the selection criteria in the request for proposal and the weighted value for those criteria in the request for proposal; and (2) its ranking evaluation.

Step 13. Negotiate with the Selected Offeror

The district shall first attempt to negotiate a contract with the selected offeror. The district and its architect or engineer may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the district is unable to negotiate a satisfactory contract with the selected offeror, the district shall, formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

Step 14. Make the Selection Public

COMPETITIVE BIDDING

Competitive Bidding is a procurement method by which a school district contracts with a contractor for the construction, alteration, rehabilitation, or repair of a facility by awarding the contract to the lowest responsible bidder. A school district may contract for the construction, alteration, rehabilitation, or repair of a facility only after it advertises for bids for the contract in a manner prescribed by law, receives competitive bids, and awards the contract to the lowest responsible bidder.

Procedure:

Step 1. Delegate Authority

Step 2. Hire an Engineer or Architect

Step 3. Prepare Selection Criteria and Relative Weights for Hiring Contractor

Step 4. Prepare Request for Competitive Bids

The district must prepare a request for competitive bids that includes construction documents, estimated budget, project scope, estimated project completion date, and other information that a contractor may require to submit a bid.

Step 5. Set a Prevailing Wage Rate

Step 6. Give Notice of Worker's Compensation Coverage

Step 7. Require Payment and Performance Bonds

Step 8. Publish Request for Competitive Bids

Step 9. Open Bids

The district shall receive, publicly open, and read aloud the names of the offerors and their bids. Bids may be opened only by the board at a public meeting, or by an officer or employee of the district at or in an office of the district. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price. However, the bidding statute does not change the common law right of a bidder to withdraw a bid due to a material mistake in the bid.

Step 11. Evaluate and Rank Bidders

CONSIDERATION OF
BIDDER'S SAFETY
RECORD

As part of the selection process, a district may consider the bidder's safety record. In determining who is a responsible bidder, the district may take into account the safety record of the bidder, of the firm, corporation, partnership, or institution represented by the bidder, or of anyone acting for such firm, corporation, partnership, or institution if:

- (a) the board has adopted a written definition and criteria for accurately determining the safety record of a bidder;
- (b) the board has given notice to prospective bidders in the bid specifications that the safety record of a bidder may be considered in determining the responsibility of the bidder; and
- (c) the determinations are not arbitrary and capricious.

Step 12. Select a Contractor

Keep in mind that the district is entitled to reject any and all bids.

Step 13. Document Basis for Selection and Make Selection Public

Not later than the seventh day after the date the contract is awarded, the district shall document the basis of its selection and shall make the evaluations public.

JOB ORDER
CONTRACTS

Job Order Contracting is a procurement method used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature but the delivery times, type, and quantities of work required are indefinite. This method is only available for work on a facility that is a building, the design and construction of which is governed by accepted building codes, or a structure or land, whether improved or unimproved, that is associated with a building. Thus, this method by itself is not suited for major school construction projects.

Procedures:

Step 1. Delegate Authority

Step 2. Adopt Job Order Contracting as Method of Delivery

Step 3. Hire an Engineer or Architect

If a job order contract or an order issued under the contract requires architectural or engineering services that constitute the practice of architecture within the meaning of Chapter 1051, Occupations Code, or the practice of engineering within the meaning of Chapter 1001, Occupations Code, the district shall select or designate an architect or engineer to prepare the construction documents for the project.

Step 4. Prepare Selection Criteria and Relative Weights for Hiring Contractor

Step 5. Prepare Request for Sealed Proposals

The district must advertise for, receive, and publicly open sealed proposals for job order contracts. The district may require offerors to submit information in addition to rates, including experience, past performance, and proposed personnel and methodology.

Step 6. Set a Prevailing Wage Rate

As stated above, the prevailing wage law discussed applies only to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. However, this requirement does not apply to maintenance work.

Step 7. Give Notice of Worker's Compensation Coverage

Step 8. Require Payment and Performance Bonds

The contractor shall provide payment and performance bonds, if required by law, based on the amount or estimated amount of any order.

Step 9. Publish Request for Sealed Proposals

Step 10. Open Proposals

Next, a district must publicly open the sealed proposals.

Step 11. Evaluate and Rank Proposals

Step 12. Select a Contractor

The district may award job order contracts to one or more job order contractors in connection with each solicitation of proposals.

Step 13. Enter a Job Order Contract(s) with the Selected Offeror(s)

The base term for a job order contract may not exceed two years. The district may renew the contract annually for not more than three additional years.

ORDER UNDER A JOB ORDER CONTRACT

After it enters into a job order contract, a district may make orders for work under the contract. To do so, the order must be signed by the district's representative and the contractor. The order may be a fixed price, lump-sum contract based substantially on contractual unit pricing applied to estimated quantities, or may be a unit price order based on the quantities and line items delivered.

Thus, an order under a job order contract should always be in writing, signed by a representative authorized by the board, and should have either a lump-sum price or a price based on the previously-established unit price.

The statute seems to imply that a district may make an unlimited number of orders with a particular job order contractor during the term of a job order contract.

INTERLOCAL AGREEMENTS

School districts may also choose to procure construction services through the use of an interlocal agreement. Under this method of delivery, the district contracts with another Local government, the state, a state agency, or nonprofit corporation that is created and operated to provide one or more governmental functions and services. Districts commonly enter into such Cooperative Purchasing agreements with Education Service Centers, Cities, Counties, Community College Districts and other nonprofit corporations.

The District may not procure architecture or engineering services through a purchasing cooperative. According to the Financial Accountability Resource Guide (Update 14) published by the Texas Education agency, the benefits of utilizing cooperative purchasing include the following: the cost savings on products or services which is achieved by combining the purchasing power of many smaller districts to gain advantage in the market; savings on administrative costs; and accessibility to more products and services. School districts are required to document any contract-related fee and the purpose of each fee under the act.

In the traditional interlocal agreement two local government entities will jointly construct the facility that is the subject of the agreement. If one entity is simply paying another to do the work, then such payments must fairly compensate the entity that is actually performing the work.

Administration of the agreement may be done through the creation of an administrative agency or by designating one of the government entities to supervise the performance of the contract. If the school district is supervising the performance of the agreement the district must comply with the bidding requirements otherwise applicable to the district. If the district is not managing the project, the bidding laws applicable to the other local government entity will then apply.

It is important to note that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Procedures:

When Using a Purchasing Cooperative

- Step 1. Ensure that District is Party to Interlocal Contract with Cooperative
- Step 2. Adopt Interlocal Contract as Method of Delivery
- Step 3. Negotiate Contract with Contractor
- Step 4. Set a Prevailing Wage Rate
- Step 5. Give notice of Worker's Compensation require Payment and Performance Bonds
- Step 6. Make Purchase through the Cooperative

The fact that a particular contractor is listed with the Cooperative does not mean that the district can simply sign a contract with that contractor. The purchase must be made through the Cooperative.

Step 7. Hire an Architect or Engineer

The necessity for hiring a design professional will be governed by the Texas Occupations Code. See is a Design Professional Required? Remember, a district may not procure an architect or engineer's services through a purchasing cooperative—this must be done independently.

Procedures when not using a Purchasing Cooperative:

Step 1. Adopt Interlocal Contract as Method of Delivery

Step 2. Authorize execution of the interlocal contract

Step 3. Create a Statement of the purpose, terms, rights and duties of the contracting parties.

Step 4. Include a specification that each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Step 5. If another agency will administer the project, then the other agency must adhere to the bidding laws applicable to it.

Step 6. If the school district will administer the project then it must adhere to the Education Code Provisions governing construction by following steps 7-16.

Step 7. Set a Prevailing Wage Rate.

Step 8. Give Notice of requirement of Worker's Compensation Coverage.

Step 9. Require Payment and Performance Bonds.

Step 10. Utilize one of the construction procurement methods authorized by Texas Government Code Chapter 2269.

DELIVERY METHODS

The Facilities Department will identify construction needs District wide. If the amount of work for repairs and renovation exceed \$50,000, or new construction exceeds \$100,000, the Superintendent or designee will make recommendations to the Board of Trustees. A construction delivery method to provide facility remediation. The selected method will be advertised. Methods include Texas Government Code 2269:

- Competitive Bidding
- Competitive Sealed Proposals
- Construction Manager – Agent
- Construction Manager – at Risk

- Design / Build

PROCUREMENT
PROCESS FOR
CONSTRUCTION
PROJECTS

PROCUREMENT PROCESS (for Construction Projects)

*The Purchasing Department will comply with the Professional Services Procurement Act in the selection of Architects and Engineers and ensure the District follows a fair and transparent process. The designation of an engineer and or an architect is to assist the District with construction documents for the project identified. The Facilities Department will assist the Purchasing Department with the preparation of documents for advertisement to include:

- Selection criteria
- The assignment of weights to the criteria
 - The Director of Facilities and the Executive Director of Business Operations will be present to evaluate, score and rank proposals in order to select a qualified vendor.
 - Once a vendor is selected a fair and reasonable price will be negotiated. If a price cannot be negotiated the next most highly qualified vendor will be selected.
 - Professional fees will not exceed the maximum amount provided by law. Texas Government Code 2254
 - The selection is taken to the Board of Trustees for final approval.
 - The office of the Executive Director of Business Operations will include all evaluation tools used in the selection process as back up documentation to the Board of Trustees.
 - The District then enters into a contract with the selected vendor.

It is imperative the Purchasing Department Ensures weighted values are published in the Request for Proposal, bid logs are kept, a bid opening is scheduled, score sheets are kept and the award is made public on the 7th day. In addition the selection criteria and assigned weights must be Board approved. (CVA LOCAL, CH LOCAL, CVD LEGAL, Professional Services Procurement Act)

ADMINISTRATIVE
RESPONSIBILITIES

Any contract or document requiring Board action will be sent to legal counsel for review. In addition it is the responsibility of Administration to file all documents relevant to the construction project accordingly:

- The Purchasing Department will be the repository for all bid documents, contracts and all subsequent information (advertisements, bid logs, score sheets).

- The Executive Director of Business Operations will be responsible for maintaining a construction binder outlining Board approved projects.
- Oversight responsibilities by the Office of the Executive Director of Business Operations include:
 - Project progression and completion
 - Pay applications in collaboration with the office of the Chief Financial Officer and Business office. (Process outlined in flowchart)
 - Change orders and contract amendments will be monitored to verify the scope of work, overall project cost and each will require board approval. (CV LOCAL)
 - Provide information concerning construction projects to keep the Superintendent of Schools and Board of Trustees informed.