



Request for Qualifications

For
New Middle School
Tyler Independent School District
Tyler, Texas

**Two Step
Construction Manager at Risk
Qualifications Packet**

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1 – Request for Qualifications

Step 1 - Qualifications Information

- A. Sealed qualifications will be received by Tim Loper, Director of Facility Services, Tyler Independent School District, Tyler, Texas, and shall be received until 2:00 p.m., Wednesday, **October 13, 2010** in the School Administration Building of the Tyler Independent School District, 1319 New Sunnybrook Drive, Tyler, Texas, 75701 to provide Construction Management at Risk Services for Construction of a New Middle School for Tyler Independent School District, Tyler, Texas. Submittals will be publicly opened and names of offerors will be read aloud. A total of Six **(6)** copies of all submitted material is requested.
- a. Tyler ISD will be utilizing the Construction Management-at-Risk, Two-Step Selection delivery system. The first step will be the submittal of RFQ's as outlined in this packet. The RFQ requires offerors to submit the requested information based on the Qualifications Questionnaire only. Any information regarding fees and cost will not be sought during the first step. The attached Criteria for Selection will be utilized in evaluating the offerors.
 - b. From a review of the RFQ's received, TISD will select 5 or fewer offerors to provide additional information, including the CM at Risks proposed fees and its price for fulfilling the general conditions of the project.
 - c. Step 2 - Once the fees and prices have been received, the district will, within 45 days, then enter into negotiations beginning with the top ranked firm.
- B. The successful firm will be required to enter into an AIA A133-2009/CM Owner – Construction Manager Agreement and as amended with the Tyler Independent School District, Tyler, Texas and to furnish a Performance and Payment Bond of approved form through an approved bonding company duly authorized to do business in the State of Texas, and currently listed in the Department of Treasury Federal Register, in the amount of no less than 100% of the contract price, conditioned upon the performance of the contract.
- C. Attention is called to the fact that the Construction Manager must comply with all Federal, State and Local Labor laws, including Chapter 2258 Texas Government Code Title 10, and comply with the prevailing wage rates bound in the Specifications.
- D. All Parties acknowledge the right of the Owner to reject any or all Qualifications and to waive any informality or irregularity in any proposal received. By submitting a Qualifications response, each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer, and their respective

employees, arising out of or in connection with the administration, evaluation, or recommendation of any qualification submitted.

E. The following criteria will be used in selecting the CMR firms in step one which will be invited to submit additional information, including pricing, in step two:

1. Public School Experience, Reputation and References (15 points)
2. Experience and Reputation of the Proposed Project Staff (15 points)
3. Staffing Plan (10 points)
4. Geography (proximity to Tyler, Texas)

Located within TISD Attendance Zone	30 Points
Not in Attendance Zone but in Smith County	25 Points
Outside Smith County but < 50 Miles	20 Points
Outside Smith County > 50Miles <100Miles	15 Points
Outside Smith County > 100 Miles	10 Points

5. Demonstrated history of value engineering (15 points)
6. Responsiveness to RFQ (15 points)

Questions regarding these projects shall be directed, via fax or mail **ONLY**, to Tim Loper or Monte Robinett, c/o Tyler ISD, 1319 New Sunnybrook Drive, Tyler, Texas, 75701; Fax (903) 262-1172.

F. If selected to submit additional information the following will be requested from the successful Firms: **(DO NOT PROVIDE ANY COST DATA IN ORIGINAL SUBMITTAL)** Fees, Bonds, Insurance and General Conditions” schedules to the district on Monday, **November 8, 2010** before 2:00pm. Submittals will be publicly opened and the fees and prices will be read aloud.

From a review of the information received, TISD may invite firms to be interviewed prior to making final selection of a firm (s) for the project (s).

If TISD desires to interview your firm, you will receive notification by mail of the date and time of the interview.

Construction Manager Selection Schedule and Construction Schedule

Step 1 Receive Proposals:	Wednesday, October 13, 2010	Until 2:00pm
Notify Selected Offerors:	Monday, October 25, 2010	Until 4:00pm
Step 2 Receive Costing Sheets:	Monday, November 8, 2010	Until 2:00pm
Begin Construction Manager		

Contract negotiations: with top ranked firm	Wednesday, November 10, 2010
Board Approval of CM At Risk	Thursday November 18, 2010
Start Pre-Construction Services	Friday, November 19, 2010
Bid out Site Clearing Package	Nov. 19 – Dec. 1, 2010
Start Site Clearing	Dec. 7, 2010
Bid out Civil Package	Dec. 20, 2010 – Jan. 18, 2011
Start Civil Work	Jan 21, 2011
Bid Out Building Package	Feb 4 – March 3, 2011
Building Construction	Mar 8, 2011 – July 9, 2012

Request for Qualifications Questionnaire

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

1. **Firm Information:**

Name of Firm:

Address of Principal Office:

Phone:

Fax:

Year Founded:

Primary Point of Contact:

2. **Organization:**

2.1 How many years has your organization been in business in construction in its current capacity?

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

2.3 Has any Owner or Manager of your organization been convicted of a Felony? If so, please describe.

3. **Licensing:**

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

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

4. **Experience:**

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

4.2 List any subcontractors in which your organization has some ownership or any individual who is a stockholder and/or any partner that may hold an interest and list the categories of work those subcontractors normally perform.

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

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

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

- 4.3.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five (5) years?
- 4.3.4 Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach the details.)
- 4.4 **Current work:**
 - 4.4.1 List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion dates.
 - 4.4.2 Work over the last five (5) years:
 - 4.4.3 List major projects (particularly public educational facilities) constructed by your organization over the last five (5) years. For each project, provide the name, location, owner, when the job was complete, and the approximate amount.

5 Financial Information

- 5.1 Attach an audited financial statement, including your organization's latest balance sheet and income statement showing the following items:
 - 5.1.1 Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses)
 - 5.1.2 Non-current assets (e.g., net fixed assets, other assets)
 - 5.1.3 Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
 - 5.1.4 Non-current liabilities (e.g., notes payable).
 - 5.1.5 Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings).
- 5.2 Name and address of firm preparing attached financial statement and date thereof.
- 5.3 Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided. (e.g., parent, subsidiary).
- 5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?
- 5.5 Provide name, address, phone for bank reference.
- 5.6 Surety: Name of bonding company, name and address of agent. A bond for 100% of the construction cost will be required upon submission of the GMP. Proof of ability to bond will be required prior to selection.

6 Experience with, Concepts for working as a Construction Manager at Risk:

- 6.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major educational projects. Describe your organization's methods for estimating cost, scheduling during the design/documents phases. It is anticipated that the guaranteed maximum price will be furnished at the final construction documents phase.
- 6.2 Cost Estimates: Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)
- 6.3 Construction Schedules: Attach a sample Critical Path Method Schedule (CPM Schedule). The resources do not need to be cost loaded and the float belongs to the Owner. Please provide an example of how this schedule method is used to schedule a subcontractor/material delivery/inspection, including impact to the related predecessor and successor task in the following situations;
- a. Early completion of a task and/or delivery of material
 - b. Late completion of a task and/or delivery of material

Attach a sample of a two week look-ahead schedule.

- 6.4 Fees: It is anticipated that the District will enter into a fixed sum contract with the construction manager. **The proposed fee quote will not be required within the written proposal.** The discussion of fees will be limited to the CM@Risk negotiations, **after the Firm's have been ranked.** The sum will include overhead, profit, supervision, pre-construction services, and all other cost except those associated with direct labor (if any) on the project.

If the District is unable to negotiate an Agreement Fee Structure with the first "Ranked" firm, they will move to negotiate with the next firm until an agreement is reached.

- 6.5 Savings: Describe your organization's concept for dispositions of savings realized during construction. Is the full amount or a percentage thereof returned to the owner?
- 6.6 Contingencies: Describe your organizations concept for cost contingencies during design? During construction? What is your organization's concept for the disposition of contingency funds after the completion of the project?
- 6.7 Cost Information: Your firm would be required to make all cost information during design and construction available to the owner and the architect. Describe how this information would be furnished and how the Owner and architect would be assured that it is complete and accurate.

7 Change Orders for Past Work:

- 7.1 On the last five (5) jobs, specify the number of change orders needed, total amount of the change orders, and percentage the change orders accounted for the base on Estimated Bid Price.

- 8 **Personnel:** Given the scope and schedule of the project, **identify the specific Project Manager, Estimator, and Superintendent** who would work on the project. Provide a resume and references for each individual.
- 9 **References:** For 5 of the projects listed above (re: item 4.4), identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers) whom we could contact as a references regarding your organization's services. Ideally, some of the references should be for educational projects of comparable scope.

CRITERIA FOR SELECTION

Per the Texas Education Code, Title 2. Public Education, Chapter 44, Fiscal Management, Sub-chapter B, Purchases; Contracts, 44.031, Purchasing Contracts, may consider the following in determining to whom to award the contract for Construction Manager at Risk services for the Tyler Independent School District,

1. the purchase price;
2. the reputation of the vendor and of the vendor's goods and services;
3. the quality of the vendor's goods and services;
4. the extent to which the goods or services meet the District's needs;
5. the vendor's past relationship with the District
6. geography, preference to local Tyler area contractor(s)
7. the total long-term cost to the District to acquire the vendor's goods or services; and
8. any other relevant factor that a private business entity would consider in selecting a vendor.

Extrapolated from this list, the following criteria will be considered in selecting the construction manager.

EXPERIENCE

(2) the reputation of the vendor and of the vendor's goods or services;

(3) the quality of the vendor's goods or services;

(5) the vendor's past relationship with the District;

- How substantial is the firm's recent experience in the construction management of public school projects of comparable size and complexity?
- The firms knowledge and experienced in the general Tyler/East Texas construction market.

- How substantial is the firm's recent experience in providing pre-construction services for projects of comparable size and complexity?
- Has the firm worked for the District in the past? If so, was that work satisfactory to the District?

DISTRICT'S NEEDS

(4) the extent to which the goods or services meet the District's needs;

- Does the description provided by the firm of its pre-construction services evidence both understanding and capabilities of the process in general and as it applies to this specific project for the Tyler Independent School District.

COST ISSUES

(1) the purchase price;

(7) the total long-term cost to the District to acquire the vendor's goods or services;

- Is the format/nature of the cost estimates prepared by the firm during the design phases informative/useful for the District/Architect? Are the initial and final estimates consistent in nature and format?
- If any savings are realized during the construction, what percentage of those savings is returned to the District? 100% to the District? Less?
- What is the firm's concept for the disposition of any unused contingency included in the project cost? 100% to the District? Less?

ORGANIZATION, LICENSING, FINANCIAL INFORMATION, PERSONNEL, REFERENCES, SAMPLE CONTRACT

(8) any other relevant factor that a private business entity would consider in selecting a vendor.

- How long has the firm been in business providing the type of services sought by the District?
- Does the firm's organizational structure, licensing and financial information indicate that the firm is capable of undertaking the a new middle school project?
- Did the references listed (both Owner's and Architect's) have a favorable experience with the organization? Would they work with them again? How comparable was their project to the new Middle School project?

44.043 NOTIFICATION OF CRIMINAL HISTORY OF CONTRACTOR

(a) A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of a business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

(b) A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.

(c) The Owner will require that all individuals involved with the project(s) submit to a Criminal History background check.

Added by Acts 1995, 74th Leg., ch. 260, ss. 1, eff. May 30, 1995. As Amended

2 - Project Scopes, Fees, Bonds, - Costing Sheets

FEES, BOND, INSURANCE AND GENERAL CONDITIONS

The following fees, bonds, insurance and general conditions cost are based upon the construction of the following projects for Tyler Independent School District, Tyler, Texas;

A. Pre-Construction Services: Cost for Preconstruction Services is to be included in the CM@Risk **Contract Amount** . If, for any reason TISD decides to terminate these services with the CM prior to the beginning of construction, or if the project(s) does not proceed, the CM will be **paid the stated hourly rate for the time spent up to the not to exceed amounts listed below** for Preconstruction Services as identified in **Section I and II**, Attachment A of this proposal.

Pre-Construction Fees: To complete, or cause to be completed preconstruction services for the projects as defined in Attachment A of this Request For Qualifications

Pre-Construction Fees
Not to Exceed

Estimated Construction Cost: \$32,000,000.00 \$ _____ /hour \$ _____ Total

B. Construction Manager General Conditions: To furnish all labor, materials and equipment necessary to provide **all** General Conditions at a cost not to exceed the amounts listed below. Note any exceptions which you take with the itemized list on Attachment "B"

General Conditions

Estimated Construction Cost: \$32,000,000.00 \$ _____ /Total

C. Construction Management Fees: To complete, or cause to be completed, all work for the projects for the fee percentage listed below:

CM Fee

- A. All additions or reductions to the Scope of Work will be performed for the proposed CM Fee. Contractor will itemize the cost impact on any proposed changes in General Conditions. Additions will be considered only in the event of an impact on the project's critical path to completion as supported by Construction Manager's schedule, or Owner-requested additional General Conditions. Weather delays will not be cause for extended General Conditions.
- B. Please provide your firm's experience modifier rate.

The undersigned agrees to commence pre-construction services upon written authorization from TISD and will continue to provide such services as described in this RFQ to the best of the Construction Manager's ability until a total Cost of The Work is established and the formal contract of construction is issued. The successful Construction Manager shall exercise his best skill and judgment and cooperate with the architect, consultants and all parties in forwarding the best interests of TISD.

The Construction Manager shall inform Client of any potential change in subcontractors or any deviation in predetermined direction in writing prior to implementing such change.

The undersigned bidder agrees that this proposal shall be good and shall not be withdrawn for a period of **thirty (30)** calendar days after scheduled receipt of proposals.

The undersigned acknowledges that all changes in the scope of work will be promptly addressed by the Construction Manager and presented to Client for approval in a format agreeable to Client. All changes in The Work will reflect fair market values when presented to Client with all considerations for value engineering options and contractor's best price in place.

The successful Construction Manager will be responsible for compliance with all plans, specifications, laws, ordinances, codes, rules and regulations and all lawful orders of any public authority having jurisdiction over this project.

The undersigned understands the contract for construction will be between the Construction Manager and TISD. The form of agreement will be the AIA A121/CM Owner – Construction Manager Agreement and as amended by TISD. TISD reserves the right to separately bid and assign subcontractors for selected work scopes to the Construction Manager.

Attachments:

- _____ Organizational Experience and References
- _____ Organizational Chart and Resumes of the Project Team
- _____ Definition of Cost of the Work
- _____ Comments, Clarifications and Exclusions
- _____ Certificates of Insurance (sample)
- _____ Experience Modifier Rate
- _____ Felony Conviction Disclosure Form
- _____ Financial Information
- _____ Change Order Data

Proposal of _____ (herein called Construction Manager),

a _____ corporation/partnership/an individual (strike out inapplicable terms)
(State)

doing business as _____.

Date: _____

By

(Signature)

(Title)

(SEAL - if a Corporation)

Address:

ATTACHMENT "A"

I. Preconstruction Services

- 2.1 Review progress documents and prepare preliminary estimates of construction costs.
- 2.2 Review preliminary material specifications and design details. Advise on constructability, availability of materials, long lead times and alternate methods and/or materials. Advise client as to the circumstances surrounding any materials furnished by Client. Assist in the preparation of a list of materials which are in Client's best interest to purchase direct.
- 2.3 Prepare project schedule (Critical Path Method required).
- 2.4 Quantify and demonstrate the impact on costs and schedule of each element value engineered.
- 2.5 Identify materials for pre-purchase, and make recommendations on schedule and costs.
- 2.6 Based on revisions made to preliminary plans, update construction cost estimates as necessary to insure the budget is maintained.
- 2.7 Develop and present recommendations for pre-qualification criteria for subcontractors.
- 2.8 Review site conditions and make suggestions on observations based on contractor's experience.

II. Preconstruction Services During Design Phases:

- 3.1 Review building and site (civil) designs during development. Advise on construction feasibility, availability of materials, and time requirements.
- 3.2 Provide accurate building and site (civil) cost estimating* input from schematic design details to assist design team with budget sensitive design decisions.
- 3.3 Provide detailed separate building and site (civil) estimates at the various stages of the design: 50% DD's, 95% DD's and 50% CD's with back-up illustrating detail.
- 3.4 Recommend in writing alternative methods/materials to enhance the schedule, reduce cost, and facilitate construction.
- 3.5 Prepare updated CPM schedule.
- 3.6 Provide quantity take-offs of owners furnished materials, if any.
- 3.7 Report on status of potential owner bought equipment.
- 3.8 Prepare and present updated detailed estimate of construction costs.
- 3.9 Prepare a schedule of Unit Prices that may be required in the performance of work. These will include: Description, Unit of Measurement, Price, and Name of Trade.
- 3.10 Interact proactively with design team to develop pre-bid value engineering alternates. Perform post-bid value engineering as required to meet budget objectives.
- 3.11 Finalize list of approved subcontract bidders. Prepare bid schedules, conduct pre-bid conference. Advertise to the local subcontractor market.
- 3.12 The Owner will designate a reproduction company to use for all printing.
- 3.13 Advertise for and receive at least three (3) bids per trade. Prepare analysis of bids, outlining areas of qualification. Discuss recommendations of bids with Owner. Award Subcontracts. The CM understands that TISD reserves the right to reject any or all bids.

NOTE: The Total Cost of The Work, Schedule of Substantial Completion and Project Subcontractors should be fixed at this point, upon which a guaranteed maximum cost of the work will be established.

*Estimates – the estimates are to be submitted on an electronic format with each line item identifying the individual task along with a quantity and unit price. The estimates will be structured in the CSI format beginning with Division 1 and ending with Division 16. Each estimate for each phase of design development and construction document will be a new stand alone estimate with documented methodology of any price changes from the previous estimate.

The Owner will determine which sub-contractors will provide a bond. The Construction Manager will not make the assumption that TISD will authorize bonding of all subcontracts.

III. Construction Services:

- 4.1 Prepare and maintain detailed CPM schedule of construction (to be updated weekly). The schedule will have a minimum of 400 activities. The CM will provide a two week "look ahead" schedule on a weekly basis.
- 4.2 Closely supervise all work, ensuring adherence to specifications, quality standards, schedule and costs.
- 4.3 Conduct weekly job-site meetings, create agendas, take minutes, highlight problems or required decisions, and administer corrections as specified by the project team. All reports, agenda, meeting minutes, daily reports, etc., will be submitted to the Owner electronically.
- 4.4 Prepare and administer subcontractor payments.
- 4.5 Manage all related reports, permits and inspections.
- 4.6 Coordinate with TISD's subcontractors and vendors (if any).
- 4.7 Provide detailed pricing as may be requested for changes to the Scope of Work. The Construction Manager should promote competitive pricing of changes.
- 4.8 Manage all aspects of approved changes to the Scope of Work.
- 4.9 As directed by TISD, Construction Manager shall coordinate receipt of and become responsible for proper storage and handling of materials furnished by Client.
- 4.10 In conjunction with the Architect, create a comprehensive punch list and cause the resolution of each deficiency within thirty (30) days after Substantial Completion.
- 4.11 Provide all documentation of guarantees, warranties and operating manuals to Client.
- 4.12 Note all field changes on plans for inclusion in as-builts documents. As-builts to be provided on a hard copy and submitted to the architect for turning into an electronic format for the Owner to use.

NOTE: Construction Manager may expand this scope. Please indicate any changes.

**ATTACHMENT "B"
LIST OF GENERAL CONDITIONS**

PROJECT: _____

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

	<u>Raw Costs</u>	<u>Burden</u>	<u>% of Time</u>	<u>No. of Weeks</u>	
Project Manager	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
Project Engineer	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
Superintendent	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
Assit. Superintendent (s)	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
_____	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
_____	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
_____	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
				Total	\$ _____

Indicate the percentage of time your personnel will be dedicated solely to this project:

Project Manager _____% Superintendent _____% Project Engineer _____%

- 2) Field Engineer = _____
- 3) Field Project Office (12' x 60" trailer) = _____
- 4) Safety Supervisor = _____
- 5) Temporary Fire Extinguishers and Safety Equipment /Labor = _____
- 6) Office Furniture = _____
- 7) Office Supplies = _____
- 8) Postage = _____
- 9) Federal Express/Courier Services = _____
- 10) Miscellaneous Printing = _____
- 11) Copy Machine and Paper = _____
- 12) Office Equipment Including Computers = _____
- 13) Telephone and Fax Service Including Cell Phones = _____
- 14) Vehicle Rental = _____
- 15) Vehicle Fuel, Maintenance, Insurance, and Repair = _____
- 16) Liability Insurance = _____
- 17) Temporary Toilets = _____
- 18) Construction Clean-Up with burden = _____
- 19) Miscellaneous Labor and Materials = _____
- 20) Dumpster Fees = _____
- 21) Temporary Utilities = _____
- 22) Temporary Fencing, Barricades = _____
- 23) Storm Water Plan & Permit = _____
- 24) Temporary Storage Containers = _____
- 25) Additional Field Staff = _____
- 26) Cost of 3 Way Contracts = _____
- 27) = _____
- 28) = _____
- 29) = _____

Proposals with Cost of Work General Conditions will not be considered.

Subtotal: (Items 2-29) \$ _____

Maximum General Conditions (Items 1-29) \$ _____

Note: Please indicate with a N/A the items above that, in your opinion, do not apply to this project.
Please indicate with a "0" (zero) the items above that are included in your fee.

Construction Manager's P & P Bond Cost \$ _____

Building Permit Fees Including 3 way Contracts

\$_____

ATTACHMENT "C"

INSURANCE SPECIFICATIONS

1. Prior to execution of the Contract Agreement, Construction Manager will submit a Certificate of Insurance showing existing coverage and to maintain State of Texas Workers Compensation Insurance, Employers Liability Insurance, Comprehensive or Commercial General Liability Insurance on an occurrence basis.
2. Additional insurers listed on the policy will be Client and the Architect.
3. **Minimum Limits of Liability** shall be written not less than the following:

(a) **Workers Compensation**

Statutory Workers Compensation Insurance
and Employers Liability

(b) **Comprehensive General Liability Insurance
Including Completed Operations**

1. Combined Single Limit

Bodily Injury and Property Damage \$2,000,000 Each Occurrence
\$5,000,000 Aggregate

OR

2. Bodily Injury \$2,000,000 Each Occurrence
\$5,000,000 Aggregate
3. Property Damage \$2,000,000 Each Occurrence
\$5,000,000 Aggregate

(c) **Commercial General Liability Insurance**

1. Each Occurrence Limit \$2,000,000
2. General Aggregate \$5,000,000
3. Products/Completed Operations
Aggregate \$5,000,000
4. Personal and Advertising Injury Limit \$2,000,000

(d) **Comprehensive Automobile Liability Insurance**

1. Combined Single Limit

Bodily Injury and Property Damage \$1,000,000 each Occurrence

OR

2. Bodily Injury \$500,000 Each Person
\$1,000,000 Each Occurrence
3. Property Damage \$500,000 Each Occurrence

(e) **Excess/Umbrella** \$10,000,000

4. The Construction Manager shall cause all its Subcontractors to maintain similar insurance (especially statutory Workers Compensation), except Comprehensive Commercial and General Liability Insurance shall be \$2,000,000 aggregate, at no expense to Client. Coverage will maintain in effect all insurance coverage required herein without cancellation. All policies shall contain a provision that the coverage afforded shall not be canceled or not renewed, nor restrictive modifications or changes added until at least thirty (30) days prior written notice has been given to TISD.
5. In the event the Construction Manager fails to maintain any insurance coverage required under this Agreement, Client may terminate the Contract Agreement.
6. The Construction Manager shall continue to carry completed operations insurance for at least two (2) years after the final payment to the Construction Manager.

Appendix A: Project Description

The project is for the construction of a new middle school for Tyler ISD

The project will be located on a 29.58 acre site located at the corner of Three Lakes Parkway and Highlands Lane Tyler, Tx.

The project will consist of a middle school of approx. 185,000 square feet, parking areas, athletic fields and associated site improvements.

The school is scheduled to open for school the fall of 2012.

All utilities will be furnished to the site property line by others.