



International Leadership of Texas, Inc.

June 10, 2021 Special Board Meeting

Date and Time

Thursday June 10, 2021 at 6:00 PM CDT

Meeting Notice & Mission Statement

In compliance with the Texas Open Meetings Act, the Texas Government Code, Chapter 551, timely public advance written notice (at least 72 hours before the scheduled time of the meeting) is given of the subjects to be considered by the Board of Directors of International Leadership of Texas (the "Board") and the Board will convene a Special Open Meeting of the Board of Directors of International Leadership of Texas on the date and time set forth herein.

Special Notice: Public Meetings at Headquarters are Suspended Until Further Notice:

International Leadership of Texas Board of Directors will be holding a special public board meeting at the date and time noticed above. Members of the public will be able to watch the meeting via the link <https://zoom.us/j/801651349> or by a link that will be posted on the ILTexas.org website (click the button "Board Meetings" to view any updates to this Notice).

If you would like to sign up to speak at the meeting, please send your name to board@iltexas.org, 24-Hours in advance of the noticed Meeting time so that we will be able to promote you to a panelist, which will allow you to speak with our board members.

It normally is the intent of the Board to have a quorum physically present at the above address and to allow any Board members not physically present to participate by live two-way video and audio feed in accordance with the Texas Open Meetings Act. However, due to the COVID-19 Coronavirus Pandemic and the governmental and administrative responses to that Pandemic, the Board intends to conduct the Meeting via videoconference. A quorum of the Board will not be physically present at the usual Headquarters address. Neither will the presiding officer physically be present there. Nevertheless, the Meeting will be open to the public. Every effort will be made to facilitate public viewing of the Meeting while it is in progress via live video feed and, subject to limitations of the technology and logistics, to allow the usual opportunities for those who wish to speak to do so. Please access this Agenda via the ILTexas website as the time of the Meeting approaches, in order to find any additional information or updated links concerning the Meeting.

The Board hereby certifies that this notice was posted on a bulletin board or on something akin thereto or at a place readily accessible and convenient to the public at 1651 N. Glenville Dr., #216, Richardson, TX 75081, as well as online at www.ILTexas.org. The items on this Agenda may be taken in any order. The mission of ILTexas is to prepare students for exceptional leadership roles in the international community by emphasizing servant leadership, mastering the English, Spanish, and Chinese languages, and strengthening the mind, body and character.

/s/ Finn Simmensen, For ILTexas' Board

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Record Attendance and Guests			
B. Call the Meeting to Order			
II. Public Speakers			
Board Services			
A. Guests speaking, if any	FYI		
III. Executive Session			
A. AUTHORIZATION	FYI		
Closed Session for Any and All Reasons Permissible by Texas Law, including, but not limited to, Texas Government Code Sections 551.071, 551.072, 551.073, 551.074, 551.075, 551.076, 551.082, 551.083, 551.084, pertaining to any item listed on this agenda, as permitted by applicable law.			
B. CONSULT WITH ATTORNEY PURSUANT TO GOVERNMENT CODE 551.071	Discuss		
Consultation with counsel.			
IV. Board Items for Discussion/Action			6:00 PM
A. CONSIDER/ACT TO AUTHORIZE PURCHASE OF REAL PROPERTY FOR E. BROADWAY AND LIBERTY DR., PEARLAND, TX 77581 CONSISTENT WITH THE EXECUTED LOI	Vote	Charles Klein	3 m
Discuss/Take Action to authorize Superintendent to purchase of real property located at E. Broadway and Liberty Dr., Pearland, TX 77581 to serve as site of a K-8 school in accordance with the executed Letter of Intent between the owner and ILTexas.			
B. CONSIDER/ACT ON CONSTRUCTION MANAGEMENT SERVICES FOR THREE K-8 CAMPUSES (IN PEARLAND, MANSFIELD, AND RICHMOND), AGPHS, GARLAND HS MCJROTC BUILDING, AND ANY PORTABLE PROJECTS (IF NEEDED)	Vote	Charles Klein	3 m

	Purpose	Presenter	Time
<p>Discuss/Take Action to select a construction management company from among two firms (Key Construction and Novel Builders) which responded to the RFQ for construction management services in connection with the Pearland, Mansfield and Richmond K-8 campuses, Arlington-Grand Prairie High School, Garland HS MCJROTC building, and for any portable projects through the 2022-2023 school year (if needed).</p>			

<p>C. CONSIDER/ACT ON CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW HEADQUARTERS (2021 LAKESIDE BLVD)</p>	<p>Vote</p>	<p>Charles Klein</p>	<p>3 m</p>
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Discuss/Take action to select a construction management company from among three firms (Key Construction, Novel Builders, and HRNCIR Construction) which responded to the RFQ for construction management services in connection with the build out of the new Headquarters.

<p>D. CONSIDER/ACT TO REAUTHORIZE SELECTION AND CONTRACT FOR ARCHITECTURAL SERVICES FOR SOUTHERN DALLAS COUNTY HS (7811 UNIVERSITY HILLS BLVD)</p>	<p>Vote</p>	<p>Charles Klein</p>	<p>3 m</p>
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Discuss/Take action to re-authorize the selection of Pivot North Architecture for the Southern Dallas County HS project at 7811 University Hills Blvd. and re-authorize the contract thereof. Previously, this selection was authorized during the April 17, 2019 Board Meeting.

<p>E. CONSIDER/ACT TO AUTHORIZE ADMINISTRATION TO ENTER INTO LEASE FOR LANCASTER-DESOTO HS AT DISCIPLE CENTRAL COMMUNITY CHURCH (901 N. POLK ST.)</p>	<p>Vote</p>	<p>Charles Klein</p>	<p>3 m</p>
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Discuss/Take action to authorize the Superintendent to enter into a two-year lease with Disciple Central Community Church to serve as the site of the Lancaster-DeSoto High School while a permanent building is being pursued.

V. Closing Items

6:15 PM

<p>A. Adjourn Meeting</p>	<p>Vote</p>
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Cover Sheet

CONSIDER/ACT TO AUTHORIZE PURCHASE OF REAL PROPERTY FOR E. BROADWAY AND LIBERTY DR., PEARLAND, TX 77581 CONSISTENT WITH THE EXECUTED LOI

Section: IV. Board Items for Discussion/Action
Item: A. CONSIDER/ACT TO AUTHORIZE PURCHASE OF REAL
PROPERTY FOR E. BROADWAY AND LIBERTY DR., PEARLAND, TX 77581
CONSISTENT WITH THE EXECUTED LOI
Purpose: Vote
Submitted by:
Related Material: ILTexas - E Broadway Liberty Dr LOI (signed) - 5.19.21.pdf

Will Haynes, II
Managing Director | Dallas-Fort Worth
Office Occupier Services
Education Services Group

1717 McKinney Ave
Suite 900
Dallas, TX 75202

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colliers.com



Date: May 17, 2021

JJ McDermott, Vice President
NewQuest Properties
8827 W. Sam Houston Pkwy N.
Houston, TX 77040

Re: Letter of Intent (LOI) to Purchase E Broadway & Liberty Drive

Dear Mr. McDermott,

My client has an interest in purchasing the above referenced Property. The following is a summary of the terms under which they will purchase the property.

Seller: Lidl US Operations LLC

Purchaser: International Leadership of Texas

Property Description: Approximately **16.502 Acres** located at **E Broadway & Liberty Dr, Pearland, TX 77581** in which the Purchaser is requesting to purchase **16.502 acres**. See attached **Exhibit A**

Legal Description: **Liberty at Broadway Marketplace (A0070 WDC Hall) (Pearland) BLK1 Lot 1 Acres 4.587 Front Acreage, BLK 1 Lot2 Acres 8.028 Primary Site Frontage Acreage, Lot Detention Reserve Acres 3.887 DET-RET Pond..** Exact dimensions and acreage to be determined by a survey.

Purchase Price: The purchase price shall be **\$6.00 per SF** which equates to **\$4,312,962.72** for approx. 16.502 acres to be determined by a survey.

Earnest Money: On or before three (3) business days after full execution of a written Purchase and Sale Agreement ("Contract") between the parties hereto, Purchaser shall deposit **Forty-Five Thousand Dollars and No/100 (\$45,000.00)** in an interest-bearing account ("Earnest Money") with **First American Title –Company located at Six Concourse Parkway, Suite 2000, Atlanta, GA 30328.** The Earnest Money shall be held for the Purchaser's benefit until the expiration of the Inspection Period, as defined below. Upon expiration of the Inspection Period, the Earnest Money shall be considered "at risk" and shall be applied at Closing to the Purchase Price.

Independent Consideration: In the event the Seller is obligated to return the earnest money to the Purchaser, less the sum of **One Thousand Dollars and No/100 (\$1000.00)**, which shall be an independent consideration. If Purchaser proceeds to Closing, said independent consideration fee shall be credited to Purchaser and applied to the Purchase Price at Closing.

Will Haynes, II
Managing Director | Dallas-Fort Worth
Office Occupier Services
Education Services Group

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Inspection Period:

Purchaser shall have ninety (90) days from the effective date of the Contract to make such physical, economic, geotechnical and environmental inspections of the Property as Purchaser may desire (the "Inspection Period"). If the Purchaser is dissatisfied with the Property, for any reason whatsoever in the Purchaser's sole determination, Purchaser may, at any time during the ninety (90) day Inspection Period, notify Seller, and terminate this Contract and have Earnest Money promptly returned to Purchaser. Buyer must submit preliminary development plans to Seller within Sixty (60) days of the Effective Date.

Extended Inspection Period:

The Purchaser will have three (3) options to extend the Inspection Period for thirty (30) days by depositing Additional Earnest Money with the Title Company on or before the expiration of the Inspection Period. Buyer will be required to deposit \$5,000 for the first extension to the Inspection Period, \$7,500 for the second extension to the Inspection Period, and \$10,000 for the third extension to the Inspection Period. The Additional Earnest Money shall be deemed non-refundable but applicable to the Purchase Price at Closing.

Due Diligence Period:

Within ten (10) days after full execution of the Contract Seller will deliver to the Purchaser at Seller's expense the following information:

Title Commitment

A title commitment from the Title Company together with legible copies of all documents, instruments, and deed restrictions reflected on said commitment.

Within ten (10) days after the full execution of this Letter of Intent, Seller will deliver to Purchaser the following:

Survey

Seller's most recent boundary survey of the Property. If an acceptable survey for this property does not exist, then Buyer will conduct a new survey on the property at Buyer's expense.

Environmental

Copies of any Environmental Site Assessment reports to the extent same are in Seller's possession.

Operating Expenses/Real Estate Taxes

Copies of operating expense statements and real estate tax bills for the prior three years, to the extent in Seller's possession.

Other Information

Any information or reports regarding planned or recent capital

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expenditures, improvements, maintenance reports or significant repairs performed on or about the Property, to the extent in Seller's possession.

Closing Date: Closing shall occur within thirty (30) days after the expiration of the Inspection Period.

Closing Costs: Purchaser will pay the costs incurred in performing its due diligence including its legal counsel and physical inspection of the Property. Seller will be responsible for Seller's legal fees, the premium for an Owner's Policy of Title Insurance and pro-rated property taxes for the year of Closing. Seller and Purchaser will share equally in the costs customarily shared by purchasers and sellers in similar transactions in Dallas & Brazoria County.

Commission: Seller shall pay a commission of 4% of the gross purchase price to be split evenly between Buyer's and Seller's Brokers. Colliers International North Texas, LLC is the Broker representing the Buyer in this transaction. Home Asset Inc dba NewQuest Properties is the Broker representing the Seller.

Confidentiality: Seller and Purchaser and their agents agree to keep the terms and conditions of this Letter of Intent, discussions, and Purchaser's identity confidential.

Purchase & Sales Agreement: Seller will provide a Purchase and Sales Agreement to Purchaser within seven (7) days of execution of this LOI.

Deed Restriction: The Special Warranty Deed delivered to Buyer at Closing will contain a restriction prohibiting the sale of grocery items for off premise consumption on the property. Restriction to be further defined in the PSA (Seller acknowledges that Buyer is a School and will need to sell food as part of school operations).

Non-binding: This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.

Will Haynes, II
Managing Director | Dallas-Fort Worth
Office Occupier Services
Education Services Group

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This Letter of Intent is preliminary in nature and is offered subject to negotiating a Purchase & Sale Agreement acceptable to both parties. This should not be construed as a binding agreement by either party. If not previously accepted, this letter shall expire on May 19, 2021.

Sincerely,

Will Haynes, II
Managing Director

Agreed and Accepted:

Seller:

Buyer: International Leadership of Texas

By:

By: DocuSigned by:
Edward G. Conger

Name:

Name: Edward G. Conger

Title:

Title: Superintendent-CEO

Date:

Date: 5/19/2021

Will Haynes, II
Managing Director | Dallas-Fort Worth
Office Occupier Services
Education Services Group

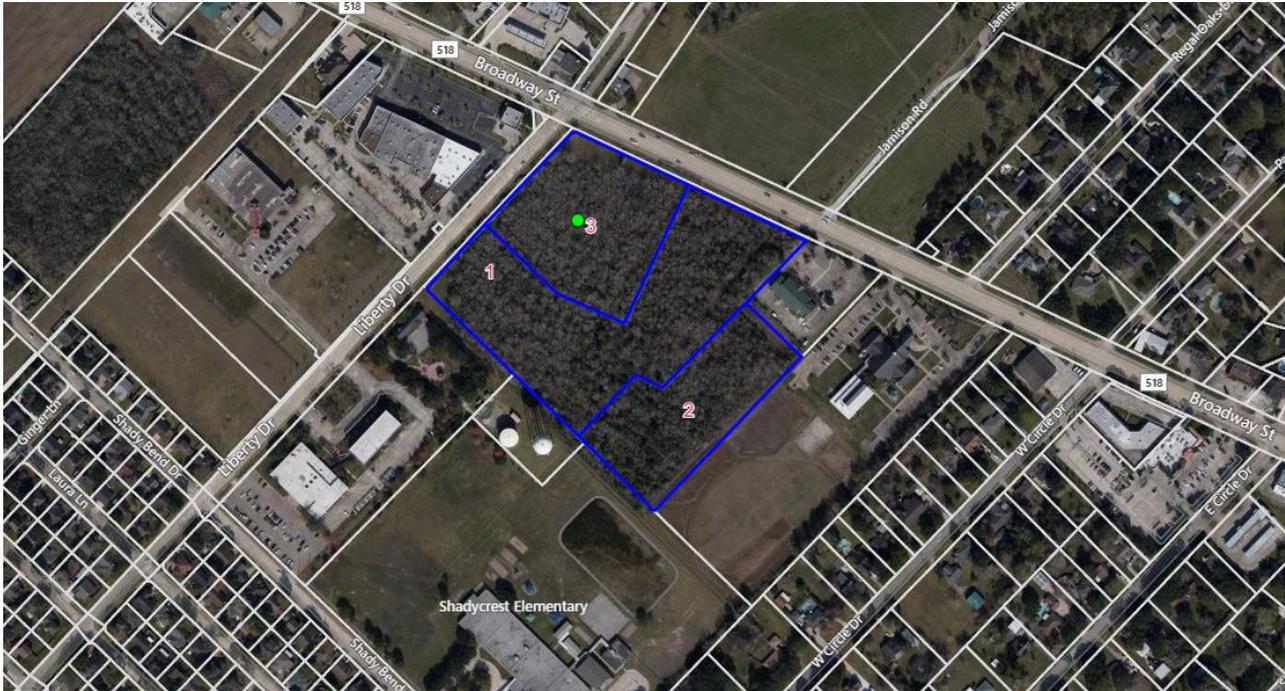
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Exhibit A

Site acreage and dimensions to be determined by a survey.



Cover Sheet

CONSIDER/ACT ON CONSTRUCTION MANAGEMENT SERVICES FOR THREE K-8 CAMPUSES (IN PEARLAND, MANSFIELD, AND RICHMOND), AGPHS, GARLAND HS MCJROTC BUILDING, AND ANY PORTABLE PROJECTS (IF NEEDED)

Section: IV. Board Items for Discussion/Action
Item: B. CONSIDER/ACT ON CONSTRUCTION MANAGEMENT SERVICES FOR THREE K-8 CAMPUSES (IN PEARLAND, MANSFIELD, AND RICHMOND), AGPHS, GARLAND HS MCJROTC BUILDING, AND ANY PORTABLE PROJECTS (IF NEEDED)
Purpose: Vote
Submitted by:
Related Material: Final Key-ILT-charterschools(1).pdf
! 2021-06-01 Novel Builders(1).pdf



RFQ 21-005

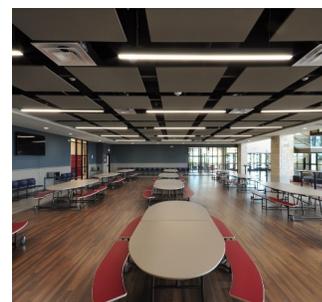
Construction Management Services

Headquarters
K-8's
High School
JROTC
Portable Projects

Attention:
Charles Klein
1651 N. Glenville Dr.
Ste 216
Richardson, TX 75081

General Contractor RFQ Proposal
A Novel Approach To Construction
Novel Builders LLC—Construction Manager

**novel
builders**



Novel Builders
600 S. Sherman
Suite 124
Richardson, TX 75081
214.884.8810
www.NovelBuilders.com



novel builders

Charles Klein
1651 N. Glenville Dr. Ste 216
Richardson, TX 75081

Subject:
Headquarters
K-8's
High School
JROTC
Portable Projects
Letter of Interest

Contact:
Lloyd Osborn
losborn@novelbuilders.com
214.770.9832

Mr. Klein,

We are thrilled to present our qualifications for the new ILT facilities. Please find a sample of our past projects, and our expressed interest in your upcoming private school work. Being a Charter school, we are sensitive to the fact that there are bond funds and set deadlines on what is many cases on an occupied campus. We are excited to share with you the qualifications of the Novel Builders team. With this team you will receive an unmatched depth of construction leadership. Over the course of a long-term association, the key members of the Novel Builders team have delivered economic products for many Charter School Facilities that are cost-effective, innovative and sustainable. Most of our work is done in a very integrated atmosphere because, quite simply, we are natural team players who strongly believe in the benefits of the integrated approach.

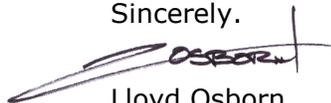
Novel Builders is a highly qualified team to provide a balance of efficiency, function, cost and design input. We understand design, strategic planning, programmatic efficiency, sustainability and cost drivers for small and large scale developments. Our projects not only succeed on all these levels, but also delight and inspire those who work, learn, live or play in the spaces we build.

We greatly appreciate this opportunity to be a resource for you and your team as your Construction Manager for your upcoming facilities. It is our commitment to apply the ability, and dedication of our team toward completing this project in a very timely and cost effective manner.

We have attached a brief proposal and qualifications to outline some of our past and current work history. If you have any questions or concerns, please don't hesitate to contact me.

Thank you from our team.

Sincerely,



Lloyd Osborn
Principal, Novel Builders
214.770.9832

Table Of Contents



1 Letter of Interest

Your Novel Builders team has experience managing projects in across North Texas from our Richardson Location.

2 General Information

Novel Builders has a proven track record, focusing on Charter School construction across the North Texas market.

3 Disclosure Forms & Certs

The Novel team is a highly qualified team with project experience very similar to this proposed Charter school.

4 Company Background & Staff

Our depth of experience with similar projects is unmatched, as our attention to detail.

5 Insurance Requirements

Novel is very familiar with the insurance requirements typically found with Bonded Charter School Projects.

6 Claims

We are a company of professionals whose primary purpose is to serve the client and deliver a successful project.

7 Personnel Qualifications

Our staff is a group of individuals who take ownership in the success of each and every project we do.

8 Organizational Chart

Novel Prides itself in selecting only qualified subcontractors and consultants to perform work.

9 Current Clients / Current Projects

Please find included relevant ongoing projects.

10 Completed Projects / Experience

Novel has been focused on the Charter School market since our inception.

11 Current Workload

Our current workload includes several Charter School clients, among other commercial projects.

Table Of Contents



12 Professional Services

Your Novel Builders team has experience managing projects in across North Texas from our Richardson Location.

13 Technology / Electronic Data (See Section 3)

Novel Builders believes in teamwork and transparency through out the entire partnering process of working with you and your team.

14 Application Signature (See Section 3)

The Novel team is a highly qualified team with project experience very similar to this proposed Charter school.



2 General Information

RESPECT
EAGLE STRONG



SECTION 2 | GENERAL INFORMATION

A) Provide General Information for your Company:

Novel Builders, LLC
600 S. Sherman St. Suite 124
Richardson, Texas 75081

B) Contact Person(s) - limited to two persons per company / application:

Lloyd Osborn, Principal
Cell: 214.770.9832
Office: 214.884.8810
Fax:469.729.9811
LOsborn@NovelBuilders.com

C) Type of organization:

Limited Liability Company

Novel Builders, LLC is specifically interested in all future projects as outlined in the RFQ:

Construct Charter Headquarters interior office space (4 floors, approx. 60,000 sq ft) in Richardson, Texas to be opened as soon as possible and/or Dec. 2021,

Construct three K-8 charter schools (2 stories, approx. 115,000 sq ft each) to serve approximately 1416 students in the Mansfield, Pearland, and Richmond, Texas areas to be opened as soon as possible and/or Aug. 2022,

Construct high school charter school (2 stories, approx. 120,000 sq ft each) to serve approximately 1208 students in the Arlington-Grand Prairie, Texas area to be opened as soon as possible and/or Aug. 2022

Construct a stand-alone JROTC facility (1 story, approx. 10,000 sq ft) to serve the Garland, Texas area to be opened summer of 2023 or 2024,

Construct all needed portables installations at any ILTexas campus through the 2022-23 school year on an as-needed basis.



3 Completed Forms & Certifications



**International Leadership of Texas
NOTICE OF REQUEST FOR QUALIFICATIONS**

RFQ 21-005 FOR CONSTRUCTION MANAGEMENT SERVICES

Closing Date & Time:
June 1, 2021
2:00PM

Contact Information:
Charles Klein
Email: cklein@iltexas.org;
construction@iltexas.org
Tel: (972) 479-9078
Fax: (972) 479-9129
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Request Issued By:
International Leadership
of Texas
(The School)

Contract Period:
Not Applicable
Submittals will be
evaluated after receipt.

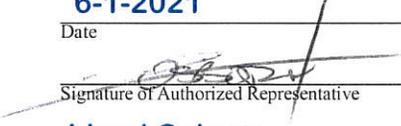
Date of Publication:
May 21, 2021

Purpose of Request for Qualifications
Architectural services are required for a new high school building, a new JROTC building, and any and all portables installations through the 2022-23 school year for International Leadership of Texas. This RFQ will allow the School to select the most highly qualified company for its **Headquarters, three K-8s, High School, JROTC, and Portables Projects.**

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, company and/or any principal of the company on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Novel Builders, LLC
Name of Proposing Organization
600 S. Sherman St. Suite 124
Address
Richardson, TX 75089
City, State, Zip
214-770-9832
Telephone Number of Authorized Representative
469-729-8911
Fax Number of Authorized Representative

6-1-2021
Date

Signature of Authorized Representative
Lloyd Osborn
Printed Name of Authorized Representative
Principal
Position or Title of Authorized Representative

STANDARD TERMS AND CONDITIONS

1. **RFQ SUBMISSION:** Proposal must be submitted utilizing this document only and must reach the School's Business Office on or before the hour on the date specified. Late submittals will be returned unopened. Faxed or emailed proposals will not be accepted.
2. **REJECTION/AWARD:** The School reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to the School and to waive all formalities in the procurement process. Written notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.
3. **SUPPLEMENTAL INFORMATION:** All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify a vendor from consideration.
4. **PROPOSAL ERRORS:** Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of proposal is allowed based on proof of mechanical error; however, a vendor may be removed from approved vendor list.
5. **USE OF BRAND NAMES:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the School will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.
6. **UNDUE INFLUENCE:** In order to ensure the integrity of the selection process, Vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the Vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by the School's Board of Directors.
7. **PAYMENT TERMS:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the School, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
8. **CONTRACTUAL RELATIONSHIP:** Nothing herein shall be construed as creating the relationship of employer or employee between the School and the Vendor or between the School and the Vendor's employees. The School shall not be subject to any obligation or liabilities if the Vendor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Vendor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by the School's Workers' Compensation Program.
9. **GOVERNMENTAL IMMUNITY:** The Parties are aware that there are constitutional and statutory limitations on the authority of the School (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on the School's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on the School except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Vendor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to the School under applicable law.
10. **INDEMNIFICATION:** Vendor shall indemnify, defend and hold harmless the School, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind in connection with any acts or omission of Vendor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.
11. **GRATUITIES:** The School may, by written notice to the Vendor, cancel any agreement without liability to the School if it is determined by the School that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Vendor, or any agent or representative of the Vendor, to any officer or employee of the School with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, the School shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Vendor in providing such gratuities.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Vendor without the written permission of the School. Any attempt assignment or delegation by the Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
13. **WAIVER:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
14. **MODIFICATIONS:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
15. **INTERPRETATION OF EVIDENCE:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
16. **APPLICABLE LAW:** This contract shall be governed by the policies of the School's Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The School's Board Policies can be accessed by contacting the School.
17. **ADVERTISING:** Vendor shall not advertise or publish, without the School's prior consent, the fact that the School has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
18. **LEGAL VENUE:** Both parties agree that venue for any litigation arising from the contract shall lie in Dallas County, Texas.
19. **FUND AVAILABILITY:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the School's Board of Directors or otherwise not made available to the School.
20. **TERMINATION:** The School reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the Vendor, for delay or nonperformance by the Vendor or, if it is deemed in the best interest of the School, for convenience.

**CONSTRUCTION MANAGEMENT SERVICES RFQ
SPECIFIC TERMS, CONDITIONS AND INSTRUCTIONS**

1. **SCOPE OF PROJECT:** International Leadership of Texas (the “School”), a Texas open–enrollment charter school, issues this RFQ for Construction Management Services in order to select the most highly qualified company to provide the needed Construction Manager at Risk (CMAR) services for its Headquarters, three K-8s, High School, JROTC, and Portables Projects.:

- **Construct Charter Headquarters interior office space (4 floors, approx. 60,000 sq ft) in Richardson, Texas to be opened as soon as possible and/or Dec. 2021,**
- **Construct three K-8 charter schools (2 stories, approx. 115,000 sq ft each) to serve approximately 1416 students in the Mansfield, Pearland, and Richmond, Texas areas to be opened as soon as possible and/or Aug. 2022,**
- **Construct high school charter school (2 stories, approx. 120,000 sq ft each) to serve approximately 1208 students in the Arlington-Grand Prairie, Texas area to be opened as soon as possible and/or Aug. 2022,**
- **Construct a stand-alone JROTC facility (1 story, approx. 10,000 sq ft) to serve the Garland, Texas area to be opened summer of 2023 or 2024,**
- **Construct all needed portables installations at any ILTexas campus through the 2022-23 school year on an as-needed basis.**

YOU MAY BID FOR ALL OR PART OF THE ABOVE PROJECTS. YOUR RESPONSE SHOULD BE EXCEEDINGLY CLEAR AS TO THE PROJECTS FOR WHICH YOU ARE BIDDING.

2. **TYPE AND TERM OF CONTRACT:** This is a request for qualifications under which the School may create and maintain a pool of qualified consultants. There is no contract term for this offering.

3. **SCOPE OF SERVICES REQUIRED:** Construction Management Services for Projects, including but not limited to, the following:

A. **MINIMUM SCOPE OF WORK - CONSTRUCTION MANAGER AT RISK (CMAR)**

The School is seeking the services of a CMAR with the compatible experience, style and approach to provide planning, preconstruction and construction services for this project. Working collaboratively with School and the entire project team, the CMAR will be required to provide the following services.

1. **Pre-Construction Services**

- Design Coordination:** Work in coordination with architects, engineers, surveyors and other design consultants with an eye toward maximizing value and functionality, but minimizing costs. Develop a prototype layout and systems design to be used with the school in partnership with the design team.
- Construction Strategy:** Advise the project team on construction strategies including, but not limited to, construction management, construction methods, phasing and sequencing, permitting, materials procurement, bidding and subcontracting, staging, and commissioning throughout the project.
- Constructability Analysis:** Advise the project team on the construction ramifications of design alternatives of all building systems, throughout the preconstruction process. Support the design teams’ investigation of similar projects, material/system alternatives, sustainability issues, geotechnical conditions, etc.
- Construction Cost Estimating & Control:** Prepare and update construction budgets and estimates. Provide construction cost estimating of design components and system alternatives (including MEP systems). Provide value analysis on a continuous basis. Produce a construction cost estimate for presentation to the Owner and architect.

- Construction Duration Estimating: Due to the nature of this project and typical schedule requirements, advise the project team of the construction duration implications of design scheme alternatives utilizing “just in time” and pull-schedule techniques. Provide an updated construction duration schedule estimate at each milestone of design for review by the Owner and architect.
- Construction Procurement: Develop and execute a comprehensive bidding and procurement plan for review by the Owner and architect. The procurement plan should include timing, long-lead item planning, competitive bidding of subcontractors, detailed evaluation of proposals by all project team members, contract negotiations, etc.

2. Construction Services

- Execute construction of all portions of the project in compliance with the construction documents and all applicable laws, ordinances and codes.
- Retain full responsibility for the project site and the actions of all employees/subcontractors throughout construction.
- Construction responsibilities includes, but is not limited to, the following activities: construction planning, implementation, safety management, schedule management, material management, change management, quality control, permitting/inspections, coordination with Owner operations, commissioning and Owner O&M support, and project closeout.

3. Additional Owner Expectations

During the phases outlined herein, School will have the following expectations of the CMAR:

- Include comprehensive notes for each meeting attended as well as final reports to the Owner at the end of each phase that deals with construction schedules, project costs, constructability, etc.
 - If required, Payment and Performance Bonds will be delivered required within ten (10) days of execution of the CMAR GMP contract.
 - The CMAR Project Manager and the estimator shall attend and actively participate in regular meetings with the Owner and Architect to review project status and review and update the construction cost estimate.
 - The CMAR will be accountable for the construction budget through the completion of the project.
 - The CMAR will prepare, and periodically update, a Project Schedule for the Architect’s and the Owner’s review.
 - During the preparation of the Construction Documents, the CMAR shall update and refine the cost estimate at established milestones, i.e., 25% and 50%. The CMAR shall do this with input from Subcontractors.
 - At each project development milestone, each estimate shall be in a format that allows comparison from one milestone to the next.
 - If any estimate submitted to the Owner exceeds previously approved estimates the CMAR shall make recommendations to the Owner and Architect to reduce the cost of the project.
 - CMAR shall recommend to the Owner and Architect a schedule for procurement of long-lead time items that will constitute part of the Work as required to meet the Project schedule.
4. Prior to commencing any work on this Project, CMAR will certify, on a form provided by School, that, for each employee of Offeror and each employee or independent contractor of Offeror or Offeror’s Subcontractors who (1) will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee), and (2) will have continuing

duties related to the Project, the Offeror has obtained, as required by Texas Education Code Section 22.08341 and 19 Texas Administrative Code Sections 153.1101 and 153.1117:

- national criminal history record information from a law enforcement or criminal justice agency for each employee of Offeror hired before January 1, 2008;
- national criminal history record information from the Texas Department of Public Safety for each employee of Offeror hired on or after January 1, 2008; and
- national criminal history record information from the Texas Department of Public Safety for each employee or independent contractor of each Subcontractor of Offeror during Contract Term.

Any employee or independent contractor of a contractor or subcontractor who will have direct contact with students must not have been convicted of an offense identified in Texas Education Code Section 22.085 (or any higher standard established by School).

B. CONSTRUCTION PHASE – SERVICES FEE AND GENERAL CONDITIONS

The below listed items will be expected in the Services Fees and General Conditions when contracting (***Please Note: Fee percentages are NOT being requested in this phase of the RFQ process. This list is purely for explanation of what is expected when fees are discussed.***):

1. CMAR Construction Phase Services Fee - Overhead and profit as a percentage of the Cost of the Work including:

- General home office overhead
- Association dues
- All employee benefits
- Home office personnel assigned to the project
- All accounting and audit fees

2. Project Specific Overhead (i.e. General Conditions)

General Conditions – Personnel: CMAR staff with payroll burden, to be employed to support the Project including all costs related to company vehicles (including but not limited to the following:)

- Project Executive
- Project Manager on site
- Superintendent(s) on site
- Assistant Superintendent(s)
- MEP Coordinator on site
- Project Engineer(s)
- Safety Officer
- Support Staff

General Conditions – Other (including but not limited to the following:)

- Senate Bill 9 requirements (80th Leg. R.S. (2007))
- Field Office – On site temporary facilities and/or trailer rental (adequate space for CMAR staff and weekly project meetings)
- Safety Training, Programs & First Aid Supplies
- Hard hats, safety vests & goggles

- Project office supplies costs, water, ice, coffee, cups, etc.
- Office equipment including copiers, furniture, etc. maintenance,
- Material Handling & Forklift
- Building Startup Power
- Drug Screening Costs
- Aerial photos (monthly)
- Engineering (survey & layout)
- Erosion Control
- Computers, phones & communication
- Construction Fencing
- Jobsite Signage
- Mobilization/Demobilization Costs
- Personnel Relocation
- Postage and Shipping Costs
- Project Controls Systems
- Project Closeout
- Project Office Equipment (copier, fax and furnishings)
- Record Drawings production and printing
- Rubbish Clean-up
- Payroll/Taxes/Insurance
- Shop Drawings / Blue Printing / Printing / Copying with all shipping and handling costs for submittals from General Contractor to Subs and Architect/Engineers Offices
- Site Photography and Videotaping
- Small Tools and communication devices
- Storage Trailers Rental
- Applicable Taxes and Required Permits, other than Building
- Temporary Electric/Water/Sewer (connections & service)
- Temporary Fire Protection Devices
- Toilets (temporary)
- Covered walkways, temp sidewalks and other sidewalk and construction area protection
- Travel & Lodging
- Vehicles/Fuel
- Insurance (all insurance associated with the project)
- Warranties/Warranty Inspection
- Waste Disposal and Dumpsters
- Watchman/Security
- Clean-up (General, including but not limited to site cleanup)
- Clean-up (Substantial and Final)
- Landscape Restoration

3. Alternates - General Conditions

- Payment and Performance Bond – Provide a percentage of the total construction price for a Payment and Performance Bond.

B. CONSTRUCTION PHASE – BIDDING and PROCUREMENT

1. In obtaining bids from sub-contractors and suppliers to arrive at a Guaranteed Maximum Price (GMP) for the projects, the Construction Manager-At-Risk (CMAR)

shall comply with all requirements and procedures set forth in Texas Government Code § 2269.

2. In order to receive profit on project work or materials, the CMAR must receive a minimum number of bids on the project work and materials from subcontractors and material suppliers (including GC bid if submitted). The minimum number of bids required is established as follows:
 - For work and/or material value of \$0-50,000, the minimum number of bids that must be received is three (3);
 - For work and/or material value of \$50,001 and above, the minimum number of bids that must be received is three (3);
 - For work and/or material value that the minimum number of bids is not received and the work is self-performed the cost shall be incorporated into the GMP as an Allowance with a not to exceed price.
 - Upon receipt of all bids, the profit portion of the CM at Risk fee will be adjusted proportionally to reflect the percentage of bid value meeting the above criteria.
 - Should the minimum number of bids not be received for any portion of the work, the Owner has the right to reject all bids and request that the CMAR re-bid that portion of the work.
3. All CMAR must provide for adequate public notice in advance of the receipt of bids from subcontractors.
4. The costs of all line items budgeted by the CMAR (that work where bids will not be received) will be regulated in the same manner as the contractor's construction contingency. The CMAR must provide the Owner complete accounting of all budgeted and contingency expenses. Savings in these categories will be returned to the Owner as indicated on the cost proposal form. Should the contractor's expenses exceed the budgeted line items and the contractor's construction contingency amounts, all additional project costs are the responsibility of the contractor.
5. It is anticipated that the Guaranteed Maximum Price (GMP) for the Project will be furnished within four (4) weeks after the receipt of material supplier and subcontractor bids.
6. After the GMP contract is signed all differences (credits and debits) from material suppliers and subcontractor bids will be added to or subtracted from the contractor's construction contingency fund. Disbursement and/or the responsibility of providing additional funds to the construction contingency fund are defined in item (c) above.
7. The CMAR contractor is to provide the Owner an audited accounting of all project costs. Submit this summary of project costs with the contractor's request for payment.
8. School and the offeror recognize that "time is of the essence" in the performance of this agreement. School and the offeror agree that it would be impossible for School to calculate the damages and losses it will incur if the substantial

completion date for each separate work phased item is not met. Owner and offeror agree that School's losses and/or damages include actual and consequential damages, as well as additional fees for architects, attorneys, engineers, and others who may be retained to resolve issues caused by the contractor's failure to achieve substantial completion by the scheduled date. Accordingly, Owner and offeror agree that the contractor will pay \$2,000.00 per day liquidated damages; not as a penalty, but for each day that substantial completion has not been achieved beyond the scheduled completion date. Regardless of unanticipated weather delays, the project must be completed when noted in the attached schedule, provided that the Notice to Proceed is issued when noted in the attached schedule. Contractor is to anticipate rain days and include in your overhead any required overtime to meet the project schedule, and be complete within the scheduled timeframe. Additionally, the contractor will pay \$200.00 per day if final close-out is not achieved within 60 days of the scheduled Substantial Completion date.

D. PROPOSAL SURETY

A Bid Bond or Proposal Surety is not required. Offeror must provide a Certified Statement of Surety that bonding requirements of the agreement can be met.

E. ACCEPTABLE SURETY

"Acceptable surety" is defined as an insurance company, duly authorized to do business in the State of Texas and license by the State of Texas to issue surety bonds, and having an acceptable record, in the opinion of Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner, for faithful performance during the preceding five (5) years of all undertaking to Owner. Notwithstanding any other law to the contrary, the Owner may establish financial criteria for the surety companies that provide payment and performance bonds.

F. CONTRACT SURETY

A Payment Bond, in conformance with Texas Government Code Chapter 2253, and a Payment Bond, in conformance with Texas Government Code § 53.201-.211 may be required on this project. *Offeror must provide an Alternate in General Conditions of the required CMAR Proposal Form for a Payment and Performance Bond. Provide a percentage of total contract price for a Payment and Performance Bond for Phase 1 only.* The successful offeror must deliver to the Owner, not later than the tenth (10th) day after the date the CMAR firm executes the contract, fully executed Performance and Payment Bonds in an amount of one hundred percent (100%) of the construction budget as security for the faithful performance of contract obligations and payment of all persons performing labor and furnishing materials in connection with this contract. All bonds shall be issued on AIA Document A-312 by a surety company licensed, listed, and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company shall also provide such other information as may be necessary to document net worth, stability, total bonding capacity, other projects under coverage and to establish adequate financial capacity for this project. Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount

acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by any reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus. The offeror shall require any attorney-in-fact who executed the required bond on behalf of the surety to affix thereto an original certified and current copy of a Power of Attorney evidencing the authority of such attorney-in-fact to so execute such bond within the State of Texas indicating the monetary limit of such power and authority. During the project, the CMAR shall purchase and maintain insurance as set forth in the Owner's Supplementary Conditions. School requires that contractor's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. The Owner

G. CONTRACT FORMS

The latest edition of the following AIA Documents, appropriately completed along with the Supplementary Conditions of the Owner will be used to execute the contract between the Owner and contractor:

- AIA Document A201-2017
- General Conditions of the Contract for Construction AIA Document A133-2009
- Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

5. PROPOSAL EVALUATION: Statements of qualifications shall be opened and reviewed upon receipt. The qualifications package shall demonstrate the respondent's ability to deliver the construction management services on the basis of demonstrated competence and qualifications. This RFQ is step one in a two-step process and is a qualification-based selection process in accordance with the Professional Services Procurement Act. Cost or price-related evaluation factors will not be included in step one. At the conclusion of step one, the School will compare submittals in order to create a rank-ordering of companies to identify the most highly qualified. Upon approval of the ranking, negotiations may begin in order to reach a contractual agreement for the required services.
 - a. Evaluation Criteria:
 - i. Business Organization/Capabilities – 30%
 - ii. Experience with school design/construction – 10%
 - iii. Experience with Charter School design/construction – 20%
 - iv. Personnel Assigned to Project – 20%
 - v. Client Reference – 20%
6. SCHEDULE OF IMPORTANT DATES
 - a. June 1, 2021, 2:00pm – RFQ due to ILTexas headquarters office (1651 N. Glenville Dr.; Richardson, TX 75081)
 - b. June 2, 2021 – Interviews with finalist (Block the morning of this day for a potential interview)
 - c. June 2, 2021 – Ranking of submissions and selection of company
7. PROPOSAL INQUIRIES: Inquiries pertaining to this offering should be identified by title and date and should be submitted to the contact person identified above either by mail, fax, or e-mail. Inquiries by telephone will not be accepted.
8. PROPOSAL SUBMISSION: **Submit (by mail or hand delivery) the original and one (1) copy of each Proposal, plus a thumb drive with a .PDF copy of the Proposal, in a sealed, plainly marked envelope. To properly process the envelope containing your response, it shall be plainly marked:**

**CONSTRUCTION MANAGEMENT SERVICES RFQ 21-005
OPEN UPON RECEIPT**

FORMAT & ORGANIZATION OF SUPPORT MATERIALS

Please address each of the following sections in your statement of qualifications. Your submittal should be submitted with tabs dividing each section of the response.

Responses shall contain the following information and be submitted in the order shown below.

1) LETTER OF INTEREST

A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your company uniquely qualified to perform Construction Management Services, including any superior qualities; and signature of an authorized officer of the Company who has legal authority in such matters.

2) GENERAL INFORMATION

a) Provide General information for your Company.

Company Name Novel Builders, LLC
Address 600 S. Sherman St. Suite 124
City Richardson State Texas Zip 75081

b) Contact Person(s) – limited to two persons per company/application

Contact No.1
Name Lloyd Osborn
Title Principal
Telephone 214-770-9832 Fax 469-729-9811
Internet/E-mail address losborn@novelbuilders.com

Contact No. 2
Name _____
Title _____
Telephone _____ Fax _____
Internet/Email address _____

c) Type of organization:

_____ Sole proprietorship (individual) _____ Partnership
_____ Professional corporation _____ Corporation
_____ Joint venture _____ other Limited Liability Company

3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached)

See Attached

4) COMPANY BACKGROUND AND STAFF

Year present company established 2013

Name of parent company, if any Novel Builders, LLC does not have a parent company

Address 600 S. Sherman St. Suite 124 Richardson, TX 75081

List principals of company President: Lloyd Osborn (owner) Vice President: David Dalton
Secretary: Christa Osborn; Treasurer: Norma Greer

Former company name(s), if any, and year(s) established:

Name VC2, LLC Year 2013 To 2013

Name _____ Year _____ To _____

Name _____ Year _____ To _____

Number of employees in company locally: 23

Total of employees in company (all office locations): 23

Who will be your designated representative assigned to the School?
Lloyd Osborn, Principal

Who is the senior member of the company assigned to the School?
Lloyd Osborn, Principal

Number of persons with company: 23

5) INSURANCE REQUIREMENTS See Attached

- a) The Charter requires all Vendors to carry professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.
- b) Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage. Provide a sample certificate of insurance.

6) CLAIMS See Attached

Identify all building projects within the past five (5) years on which Company, or Company’s agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. “Claim” means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Company or consultant, and contractor, whether Company, or Company’s agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

7) PERSONNEL QUALIFICATIONS See Attached

List the names and qualifications of consultant’s personnel proposed for the Qualification Statement. The education, experience, capabilities, and accomplishments of the key design team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

8) ORGANIZATIONAL CHART See Attached

Organizational chart, proposed schedule, and summary report reflecting the respondent’s approach and factors to be considered designing these projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for construction

9) CURRENT CLIENTS/CURRENT PROJECTS See Attached

a) List the total number of local projects currently in progress, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools	2 New	4 Renovations	Various
B.	Middle Schools			
C.	High Schools			
D.	JROTC Facilities			
E.	Administrative/Support Facilities			
F.	Athletic Facilities/Gyms/Field Houses		1 Renovation	95%
G.	Specialized Educational Facilities			
H.	Charter School Facilities	2 New	4 Renovations	Various
I.				

b) All projects of any type currently in progress and the name and phone number of the owner’s representative

- i) Project Basis Charter School - Benbrook
 Organization Basis Charter Schools
 Contact person/title Andrew Leffel, Architect
 Phone number 972-854-1977
 Project description New 45,000 SF Ground Up Tilt Wall & Storm Shelter Elementary School
 # of Change Orders 0 Size (S.F.) 43,000 Cost \$ 11,000,000

- ii) Projects Cityscape Early Childhood Charter School
 Organization Cityscape Charter Schools
 Contact person/title John Boehnlein (Owner Rep)
 Phone number 972-834-7848
 Project description Gut & Renovation of existing building to convert to new Charter School.
 # of Change Orders 0 Size (S.F.) 18,000 Cost \$ 3,000,000

- iii) Projects Disciple Central Community Church Expansion for ILT
 Organization International Leadership of Texas
 Contact person/title Charles Klein (Client)
 Phone number 713-309-5046
 Project description Addition of mezzanine space in existing church to facility new classrooms
 # of Change Orders 0 Size (S.F.) N/A Cost \$ 480,000

See Proposal Document For Additional Projects

10) COMPLETED PROJECTS/EXPERIENCE PROFILE [See Attached](#)

a) List the total number of completed projects for the last five years, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools	4	5	100
B.	Middle Schools			
C.	High Schools	1		100
D.	JROTC Facilities			
E.	Administrative/Support Facilities			
F.	Athletic Facilities/Gyms/Field Houses		1	100
G.	Specialized Educational Facilities			
H.	Charter School Facilities	5	5	100
I.				

b) State number of company's educational projects for each of the following years and total dollar figure:

2017	3	\$ 2,500,000	2018	2	\$ 2,500,000
2019	3	\$ 14,200,000	2020	4	\$ 9,080,000

- c) Please list five education-related projects that would be representative of your company’s work and services provided within the last three years.

Total number of educational clients in the past three years 9 -All Charter Schools.

- i) Project UME Academy High School
Organization UME Preparatory
Contact person/title Kayla Smith
Phone number 214-545-0829
Scope of Project New 60,000 SF High School & Two Story Storm Shelter
- ii) Project Golden Rule High School - Desoto
Organization Golden Rule Charter Schools
Contact person/title Johnny Pecina
Phone number 214-282-4262
Scope of Project New Two Story School & Gym
- iii) Project Golden Rule Elementary School - Grand Prairie
Organization Golden Rule Charter Schools
Contact person/title Johnny Pecina
Phone number 214-282-4262
Scope of Project New Elementary School & CMU Block Wall Storm Shelter
- iv) Project Nueva Vida Elementary School
Organization Nueva Vida Church & Charter School
Contact person/title Tony Delgado
Phone number 972-997-6970
Scope of Project New Elementary School & CMU Block Wall Storm Shelter
- v) Project Life School Campus Expansion
Organization Life School of Dallas - Charter Schools
Contact person/title Shawn Thomas
Phone number 972-274-7927
Scope of Project 12,000SF Expansion (new building) to existing campus

- d) List of completed projects involving new construction and renovation of school spaces that have been successfully completed. The list shall indicate the project name, owner, owner’s contact, prime consultant, start and completion dates, size, budget, final cost, cost overruns, and a brief description of each project. Identify projects that have been designed but have not been built.

See Attached Project Sheets

11) CURRENT WORKLOAD See Attached

List Current workload and availability to commence services (as projects demand) immediately after being selected by the School.

12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY COMPANY See Attached

- a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

- b) Other advantages offered by the company or unique qualifications that would be of benefit to the School:

13) TECHNOLOGY/ELECTRONIC DATA [See Attached](#)

- a) The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other Consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? **XX** Yes _____ No _____

- b) Please attach any additional information and/or brochures regarding technology that would provide additional information about your company in relation to this request.
- c) Describe software and other technology utilized in delivery of services offered.

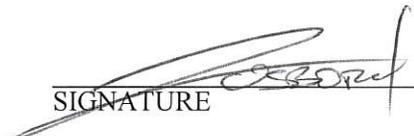
14) APPLICATION SIGNATURE [See Attached](#)

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the company agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other companies competing on the same project.

Lloyd Osborn _____
NAME (Please print or type) TITLE

6-01-2021 _____
DATE

 _____
SIGNATURE

Felony Conviction Disclosure Statement

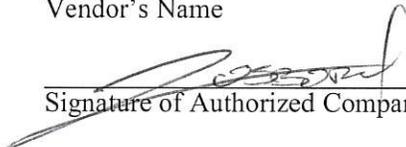
Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

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

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

Novel Builders, LLC

Vendor's Name


Signature of Authorized Company Official

Lloyd Osborn, Principal

Authorized Company Official's Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">NONE</p>	<p>Date Received</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">None</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="text-align: center; font-size: 1.2em; margin: 10px 0;">N/A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin: 5px 0;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center; margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p>		<p style="font-size: 1.2em; margin: 0;">6-1-2021</p> <p style="font-size: 0.8em; margin: 0;">Date</p>

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a “nonresident proposer” means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a “Resident Proposer”:

Company Name (Please Print)

Novel Builders, LLC

I certify that my company qualifies as a “Nonresident Proposer”
(NOTE: You must furnish the following information :)

Indicate the following information for your “Resident State”: (The state your principal place of business is located in)

Novel Builders, LLC
Company Name

600 S. Sherman St Suite 124
Address

Richardson
City

TX
State

75081
Zip Code

A. Does your “resident state” require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? (“Resident State” means the state in which the principal place of business is located.)

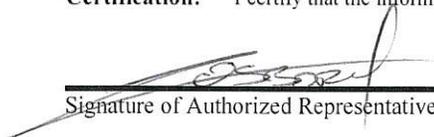
Yes

No

N/A

B. What is the prescribed amount or percentage? \$ _____ or **100** %

Certification: I certify that the information provided above is correct.


Signature of Authorized Representative

Lloyd Osborn
Name (Please Print)

Principal
Title



**State of Texas
Health & Human Services Commission
Child Support Certification**

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name **Lloyd Osborn**

Social Security # **460-81-7499**

III.

As required by Section 231.006, the undersigned certifies the following:

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



Signature

Principal

Title

Lloyd Osborn

Printed Name

6-1-2021

Date

Form **W-9**
 (Rev. November 2017)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Novel Builders, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <u>S</u> Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 600 S. Sherman Street #124</p> <p>6 City, state, and ZIP code Richardson, Texas 75081</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									

or

Employer identification number									
4	6	-	2	7	4	6	6	2	8

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Norma Green</i>	Date ▶ <i>1-22-2018</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT	
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> I certify that the above information is true and correct. <input checked="" type="checkbox"/> YES 	

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS	
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<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	RFQ 21-005
Check applicable box	
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	x
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

CLEAN AIR & WATER ACT CERTIFICATION	
(This is a Federal requirement)	
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
--

Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

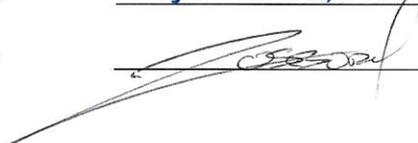
(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit StandardForm-LLL, "Disclosure of Lobbying Activities" Form in accordance with its instructions.

(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	XX
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: Lloyd Osborn, Principal Company Name: Novel Builders, LLC
 Original Signature:  Date 6-1-2021

4 Company Background & Staff



SECTION 4 | COMPANY BACKGROUND AND STAFF

Year Present Company Established?

The company was founded in May 16th, 2013.

Name of parent company, if any?

Novel Builders, LLC does not have a parent company. Novel is a soul entity.

Address?

Novel Builders, LLC is located:
600 S. Sherman St. Suite 124
Richardson, TX 75081

List Principals of Company:

President:	Lloyd Osborn (Owner)
Vice President:	David Dalton
Secretary:	Christa Osborn
Treasurer:	Norma Greer

Former Company name(s) if any and year(s) established?

Novel began briefly as VC2 LLC in 2013, however due to a name conflict, we changed our name to Novel Builders, LLC later in the year, 2013.

Number of employees in company locally?

Novel Builders, LLC has 23 employees locally.

Total of employees in company (all office locations)?

Novel Builders, LLC has 23 employees locally. We do not have any other offices.

Who will be your designated representative assigned to the School?

Lloyd Osborn, Principal
Cell: 214-770-9832 Office: 214-884-8810
Email: losborn@novelbuilders.com
600 S. Sherman St. Suite 124
Richardson, TX 75081

Who is the senior member of the company assigned to the School?

Lloyd Osborn, Principal
Cell: 214-770-9832 Office: 214-884-8810
Email: losborn@novelbuilders.com
600 S. Sherman St. Suite 124
Richardson, TX 75081

Number of persons with company?

Novel Builders, LLC has 23 employees locally.



5 Insurance Requirements



SECTION 5 | INSURANCE REQUIREMENTS

Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker’s compensation/employer’s liability insurance coverage.

Mullis Newby Hurst
Mike Wiggins (agent)
5057 Keller Springs Rd. Suite 400
Addison, Texas

Policy Holders:

Commercial General Liability:
FCCI Insurance Company
\$1,000,000 Each Occurrence
\$2,000,000 Aggregate

Automobile Liability:
FCCI Insurance Company
\$1,000,000

Umbrella Liability:
National Trust Insurance Company
\$5,000,000

Worker’s Compensation:
Texas Mutual Insurance Company
\$1,000,000

Builders Risk :
Hanover Insurance Company
\$15,000,000

EMR: .92

Provide a sample certificate of insurance.

Please see attached sample insurance certificate



**UME Preparatory School—2 Story
60,500 SF School With Storm Shelter \$12MM**



6 Claims



novel

builders

SECTION 6 | CLAIMS

Identify all building projects within the past five (5) years on which Company, or Company's agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. "Claim" means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Company or consultant, and contractor, whether Company, or Company's agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

Novel Builders, LLC has one project in the past 5 years that has involved a 'Claim'.

Novel has filed a claim against a private developer in 2021, that did not pay outstanding pay applications & retainage due to the development losing its financing due to COVID. Novel is close to resolving the final payment for this project. There was no default due to Novel with respect to this project, and the project was complete and accepted by all having jurisdiction.

Fortunately the project was only a site development project (horizontal construction) and was limited to 3 subcontractors.

**Golden Rule Charter School—2 Story
27,000 SF School With Storm Shelter \$5.5MM**



07 & 08 Personnel Quals

Organization Chart



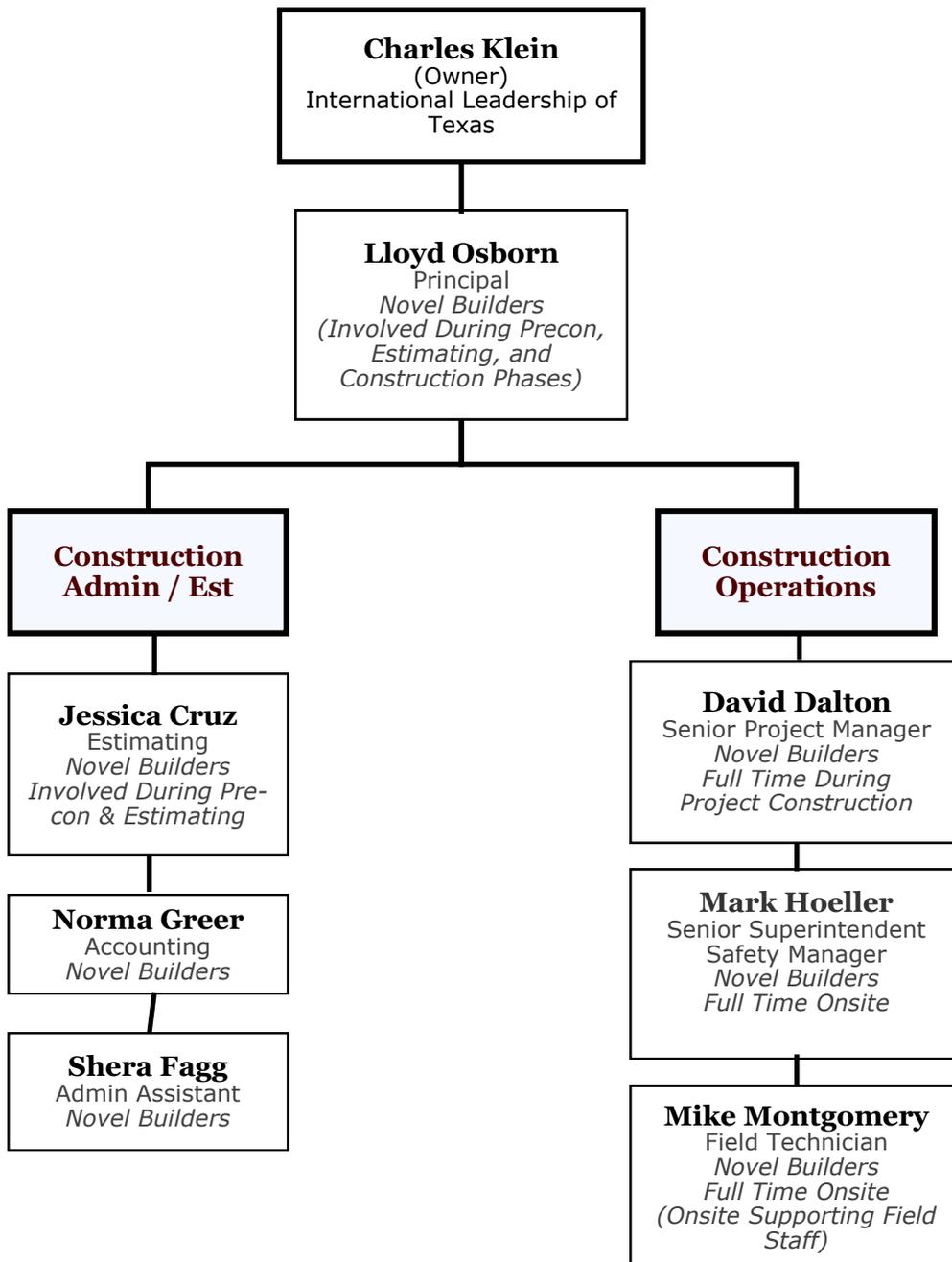
**novel
builders**

Organization & Project Team

Novel’s office & field staff is dedicated to the project site full time to ensure timely, safe, and quality assured progress of your new charter school. Our staff is well suited for this project as they have been selected based on demonstrated competence and qualifications, in the manner provided by Section 2254.004, Texas Government Code.

Our staff is well suited for this project as they have experience with:

- Charter School Construction
- Working on Occupied School Campuses
- Storm Shelters Specific To Charter Schools
- Working Within the confines of school schedules



LLOYD OSBORN

Development
Principal / CEO



REFERENCES

Keith Smith
Venture Vertical
214-888-4712

John Boehnlein
Building Solutions
972-834-7848

James Spencer
GHC Architects
214-378-9810

Shawn Thomas
Life School Of Dallas
972-274-7927

EDUCATION

Bachelors of Arts
Environmental Design
Texas A&M University

Masters of Science
Construction Management
Texas A&M University

As a principal & owner of Novel Builders, Lloyd is a “working” principal who is integral in the leadership of the firm as well as successful project delivery, from concept through completion. By remaining with a client and project from inception through completion, Lloyd brings outstanding value and service to the client and their needs. Lloyd is instrumental in the project from the initial pricing phase through project completion. His personal service helps provide the high quality and cost effective solutions clients have learned to expect.

BACKGROUND

Having managed projects ranging in size and scope for educational, industrial, medical, religious, and mixed use retail, Lloyd spearheads projects from inception to completion. His industry exposure includes project management for a civil engineering firm, commercial construction consulting, as well as nearly twenty years in the project management and development as a general contractor.

RECENT PROJECT EXPERIENCE—Institutional

ILT Charter School—Disciple Central Community Church | Renovation of existing church to accommodate Charter School Classrooms. Desoto, TX \$1.5MM

BASIS Elementary School | New 45,000 SF Charter School
Tilt Wall Storm Shelter | Benbrook, TX \$11MM

UME Preparatory School | New 60,000 SF Charter School
Tilt Wall Storm Shelter | Dallas, TX \$12MM

Golden Rule High School | New 27,000 SF Charter School
Desoto, TX \$4.5MM

Golden Rule Elementary School | New 7,500 Charter School & Storm Shelter
Storm Shelter | Grand Prairie, TX \$2MM

Nueva Vida Elementary School & Storm Shelter | New 7,500 SF School
Storm Shelter | Dallas, TX \$1.5MM

Life School Waxahachie Expansion | New 12,000 SF Building Repurpose
Waxahachie, TX \$1.5MM

Williams Preparatory | New 45,000 SF Two Story Charter School
Dallas, TX \$6.5MM

Imagine Charter School | New 60,000 SF Two Story Charter School
McKinney, TX \$7MM

Life School Oak Cliff | New Roof / MEP / interior upgrades |
Oak Cliff, Texas (Various Projects, Approx \$5MM)

Life School Cedar Hill | New Construction—15,000 SF New Ground Up
Cedar Hill, Texas \$4MM

Uplift Education Williams Preparatory | 45,000 SF Ground Up 2 Story
Dallas, Texas

Life School Oak Cliff | Cafeteria Renovation & Portable Installation |
Oak Cliff, Texas

Garland ISD | Summer Renovations / Door & Hardware Replacement
Garland, Texas

Harwood Jr High School Renovation | Summer Renovation
Bedford, Texas

Hutchins Fire & Police Station | New Storm Shelter & Fire / Police Facility
Storm Shelter | Hutchins, TX \$5.5MM

AW Brown Charter School—Quest Campus & Genesis Campus | Renovations
Dallas, TX \$1MM

Cityscape Lindsley Charter School | Building Repurpose To School
Dallas, TX \$3MM

DAVID DALTON

Senior Project Manager



David works directly with the Novel's Project Managers and Superintendents helping manage project day to day activities. David serves as administrative support for the field, and also brings a wealth of knowledge of field experience to the team helping the Team monitor Safety, Field Production, and Quality Control.

BACKGROUND

With over 20 years of experience in the construction industry, David has managed projects of numerous project types & sizes. He has served as a Safety Manager, Quality Control Manager, and excelled as a Project Manager for the past 15 years. David has a unique appreciation for project quality, scheduling, and ultimately what it takes to finish the job.

RECENT EXPERIENCE

BASIS Elementary School | New 45,000 SF Charter School
Tilt Wall Storm Shelter | Benbrook, TX \$11MM

UME Preparatory School | New 60,000 SF Charter School
Tilt Wall Storm Shelter | Dallas, TX \$12MM

Golden Rule High School | New 27,000 SF Charter School
Desoto, TX \$4.5MM

Golden Rule Elementary School | New 7,500 Charter School
Storm Shelter | Grand Prairie, TX \$2MM

Nueva Vida Elementary School & Storm Shelter | New 7,500 SF School
Storm Shelter | Dallas, TX \$1.5MM

Life School Waxahachie Expansion | New 12,000 SF Building Repurpose
Waxahachie, TX \$1.5MM

Hutchins Fire & Police Station | New Storm Shelter & Fire / Police Facility
Storm Shelter | Hutchins, TX \$5.5MM

AW Brown Charter Schools —Quest & Genesis Campus | Renovations
Dallas, TX \$1MM

Cityscape Lindsley Charter School | Building Repurpose To School
Dallas, TX \$3MM

Anna Ambulatory Surgery Center | New 23,000 SF Surgery Center
Anna, TX | \$8.5M

Aquaterra | New 14,000 SF 2 Story Office & Warehouse bld
Carrollton, TX | \$2.5M

Kidmania Retail Bld | New 17,000 SF Retail Bld & 17 Acre Dev.
Fort Worth, TX \$3.5M

Sherman Medical Office Building | New 40,000 SF Tilt Wall Two Story
Sherman, TX \$5M

Heritage Plaza | New 9,500 SF Retail Building (wood construction)
Murphy, TX \$1.3M

Creekview Retail Plaza | New 15,000 SF Retail Bld
Princeton, TX \$2.25M

Custer Marketplace | New 10,000 SF Tilt Wall Retail Bld
McKinney, TX \$1.6M

DISD Bid Package 16 | Multiple School Renovation Projects
Dallas, TX \$23M

QUALIFICATIONS

OSHA 30

LEED, AP

EDUCATION

School of Architecture
Texas Tech University



JIM ROBINSON

Project Manager



Jim works as a Project Manager helping manage project day to day activities through contract. Jim is the primary liaison with the Owner and Architect on a day-to-day basis. He is responsible for the schedule, budget, quality and team relationships. Jim works closely on and off site to help manage the timely and quality completion of the project.

BACKGROUND

With over 30 years of experience in the construction industry, Jim has managed projects of numerous project types & sizes. He has served as a Safety Manager, Quality Control Manager, and excelled as a Project Manager for the past 30 years.

RECENT EXPERIENCE

AW Brown Charter Schools PHASE 2 —Quest Campus | Renovations
Dallas, TX \$1MM

Golden Rule High School | New 27,000 SF Charter School
Desoto, TX \$4.5MM

Golden Rule Elementary School | New 7,500 Charter School
Storm Shelter | Grand Prairie, TX \$2MM

Nueva Vida Elementary School & Storm Shelter | New 7,500 SF
School **Storm Shelter** | Dallas, TX \$1.5MM

Life School Waxahachie Expansion | New 12,000 SF Building Re-
purpose Waxahachie, TX \$1.5MM

AW Brown Charter Schools —Quest & Genesis Campus | Renovations
Dallas, TX \$1MM

Cityscape Lindsley Charter School | Building Repurpose To School
Dallas, TX \$3MM

Life School of Dallas | Multiple Campus Renovations
Cedar Hill & Dallas, TX | \$1.5MM

Cotton Groves Amenity Center | Two Story Amenity Center for Hab-
itat For Humanity | McKinney, TX \$1.5MM

Keller Retail & Restaurant | Design Build Retail & Restaurant Com-
plex | Keller, TX \$5MM

QUALIFICATIONS

OSHA 00
Corps of Engineers QAS / QAP

EDUCATION

Bachelor of Science
Building Construction
University of Louisiana Mon-
roe

REFERENCES

Michael Marcyniak
Callaway Architecture
214-272-2393

Trent Lander
Building Solutions
214-354-9272

Johnny Pecina
Golden Rule Charter Schools
214-282-4262

Golden Rule Charter School—1 Story 7,500 SF School With Storm Shelter \$1.5MM



MARK HOELLER

Senior
Superintendent



QUALIFICATIONS

SWPPP Training

OSHA 30 Hour

Served as Building Inspector—City of Grapevine

Served As Building Inspector—DPS



Mark is a deadline driven general superintendent who values open communication, quality management, and protecting client relationships. Mark's dedication comes through his commitment to Novel Builders in a professional manner with both internal and external clients as it pertains to the construction industry. Mark helps train and assist our field staff hold ourselves accountable to safety, quality, and schedule.

BACKGROUND

With more than 25 years of experience in the construction industry, Mark balances schedule and budget driven results with the assertiveness it takes to keep subcontractors on task. Mark has worked in occupied campuses such as Hospitals and Retail sites, taking painstaking care for jobsite safety and keeping facilities online during construction activities.

RECENT INSTITUTIONAL EXPERIENCE

UME Preparatory School | New 60,000 SF Charter School
Tilt Wall Storm Shelter | Dallas, TX \$12MM

Golden Rule High School | New 27,000 SF Charter School
Desoto, TX \$4.5MM

Nueva Vida Elementary School & Storm Shelter | New 7,500 SF School
Storm Shelter | Dallas, TX \$1.5MM

Life School Waxahachie Expansion | New 12,000 SF Building Re-purpose
Waxahachie, TX \$1.5MM

Creekview Retail Plaza | New 15,000 SF Retail Bld
Princeton, TX \$2.25MM

Custer Marketplace | New 10,000 SF Tilt Wall Retail Bld
McKinney, TX \$1.6MM

Kidmania Retail Bld | New 17,000 SF 2 Story Retail Bld & 17
Acre Dev. Fort Worth, TX \$3.5MM

Fire Station #3 | New Fire Station
Bedford, TX

Wise County Courthouse | New Ground Up Courthouse
Wise County, TX

Student Life Center | McKinney Christian
McKinney, TX

Highland Plaza Retail Shop | New Ground Up Retail
Flower Mound, TX

Iglasias Temlo Jerusalem Church | New Ground Up Church
Fort Worth, TX

24- Hour Fitness Center | New Fitness Center
Irving, TX

24- Hour Fitness Center | New Fitness Center
Southlake, TX

Lumin ER | New Freestanding ER— (Multiple Projects / Multiple Locations)

Commercial Construction has been the mainstay of my career for over 25 years. I have a passion to make the entire team excel through the process, ultimately providing the Client with a product they can be proud of.

JESSICA CRUZ

Estimating / Project Management



Jessica is a self-motivated Estimator who values honesty, integrity, and protecting client and subcontractor relationships. Jessica’s energetic dedication comes through her commitment to Novel Builders in a professional manner with both internal and external clients as it pertains to the construction industry.

BACKGROUND

With more than 9 years of experience in the construction industry, Jessica balances common courtesy with the assertiveness it takes to keep subcontractors on task. Beginning her career as a estimating coordinator, Jessica has had the opportunity to touch all parts of the construction process, from field layout, project bidding, and project management.

RECENT PROJECT EXPERIENCE—Institutional

UME Preparatory School | New 60,000 SF Charter School
Tilt Wall Storm Shelter | Dallas, TX \$12MM

Golden Rule High School | New 27,000 SF Charter School
Desoto, TX \$4.5MM

Golden Rule Elementary School | New 7,500 Charter School & Storm Shelter
Storm Shelter | Grand Prairie, TX \$2MM

Nueva Vida Elementary School & Storm Shelter | New 7,500 SF School
Storm Shelter | Dallas, TX \$1.5MM

Life School Waxahachie Expansion | New 12,000 SF Building Repurpose
Waxahachie, TX \$1.5MM

Williams Preparatory | New 45,000 SF Two Story Charter School
Dallas, TX \$6.5MM

Imagine Charter School | New 60,000 SF Two Story Charter School
McKinney, TX \$7MM

Life School Oak Cliff | New Roof / MEP / interior upgrades |
Oak Cliff, Texas (Various Projects, Approx \$5MM)

Life School Cedar Hill | New Construction—15,000 SF New Ground Up
Cedar Hill, Texas \$4MM

Uplift Education Williams Preparatory | 45,000 SF Ground Up 2 Story
Dallas, Texas

Life School Oak Cliff | Cafeteria Renovation & Portable Installation |
Oak Cliff, Texas

Garland ISD | Summer Renovations / Door & Hardware Replacement
Garland, Texas

Harwood Jr High School Renovation | Summer Renovation
Bedford, Texas

Hutchins Fire & Police Station | New Storm Shelter & Fire / Police Facility
Storm Shelter | Hutchins, TX \$5.5MM

AW Brown Charter School—Quest Campus & Genesis Campus |Renovations
Dallas, TX \$1MM

Cityscape Lindsley Charter School | Building Repurpose To School
Dallas, TX \$3MM

REFERENCES

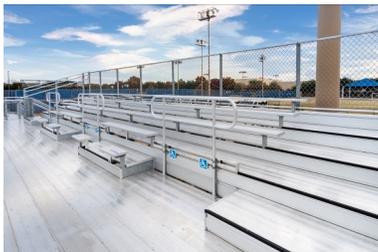
Jason Walker
Harpers Clayton
817-807-3091

James Spencer
Curtis Group Architects
214-378-9810

CERTIFICATIONS

OSHA 10 hour safety class,
Certificate through Local
AGC chapter

Construction Education
Foundation—Construction
Science



NORMA GREER

Comptroller



As comptroller and accounting manager, Norma is responsible for the day to day operations and supervision of the accounting department.

Norma supervises internal cost controls and budgets with all departments. She oversees administration of personnel, policies and procedures, as well as internal controls and work environment.

She is dedicated to excellence in all areas of her job responsibilities and consistently exhibits the highest level of integrity in personal and professional decisions. Norma's professional manner is displayed in all areas of interacting with clients and subcontractors in and out of the construction industry community.

REFERENCES

David McDonald
McDonald & Simmons, P.C.
214-265-9792

Eric Leach
PCL Contract Bonding
Agency
972-459-4749

Herbie Brooks, CPA
Brooks Plumbing
214-687-7574

CERTIFICATIONS

Member of TEXO 401K
Plan Finance Committee

Member of the Construction
Financial Management
Association

EDUCATION

Masters of Business Admin
University of Texas
Dallas

Bachelor of Business Admin
Harding University
Minor: Accounting

Associates of Arts
College of Dupage

BACKGROUND

Norma has over 25 years of experience working in various areas of the Finance and Accounting. Norma's standard responsibilities include preparing and analyzing Monthly Financial Reports, Preparing Quarterly and Capital Budgets, Maintaining Fixed Asset Records, Processing Accounts Receivables and Accounts Payables, Managing Payroll Processing, Preparing Sales Tax Returns, Assisting Auditors in verifying accounting policy and procedures as needed, Assisting Project Managers in tracking project costs and analyzing project financial statements.

JOB RESPONSIBILITIES

- ◆ Manage Account Receivables and Accounts Payables.
- ◆ Manage Quickbooks Online input budgets and reporting.
- ◆ Manage the receipt and Tracking of Subcontractor Certificates of Insurance by Project.
- ◆ Manage and Record Payroll Processing.
- ◆ Prepare audit reports for Annual Insurance Audits.
- ◆ Prepare Quarterly Report for Texas Mutual Workers Comp Insurance.
- ◆ Collect Monthly Supplier Down Date Waivers from Subcontractors.
- ◆ Record, manage and reconcile retainage accounts per Project.
- ◆ Prepare and Track Subcontractor Lien Releases on progress and final payments for Clients.
- ◆ Process and Track joint check agreement payments with Suppliers and Subcontractors to protect client lien rights.
- ◆ Prepare monthly projection reports for Project Managers.
- ◆ Prepare and file Monthly Sales Tax Return to the Texas Comptroller's Office.
- ◆ Prepare Monthly Bank Reconciliations.
- ◆ Reconcile Balance Sheet Accounts.
- ◆ Provide necessary information documentation for CPA to produce Year End Reviewed Financial Statements.
- ◆ Review and Process Monthly Pay Applications to Clients.
- ◆ Prepare 1099-MISC Annually.
- ◆ Process Monthly Employee Expense Reports.
- ◆ Attend Quarterly Meetings of the TEXO 401K Plan Finance Committee

09 Current Clients Current Projects



SECTION 9 | CURRENT CLIENTS / CURRENT PROJECTS

List the total number of local projects currently in progress, including renovations and additions:

Project Type	New Construction	Renovation/Addition	% Complete
A. Elementary Schools	2 New	4 Renovations	Various
B. Middle Schools			
C. High Schools			
D. JROTC Facilities			
E. Administrative/Support Facilities			
F. Athletic Facilities/Gyms/Field Houses		1 Renovation	95%
G. Specialized Educational Facilities			
H. Charter School Facilities	2 New	4 Renovations	Various

Charter School numbers account for elementary schools listed in section A.



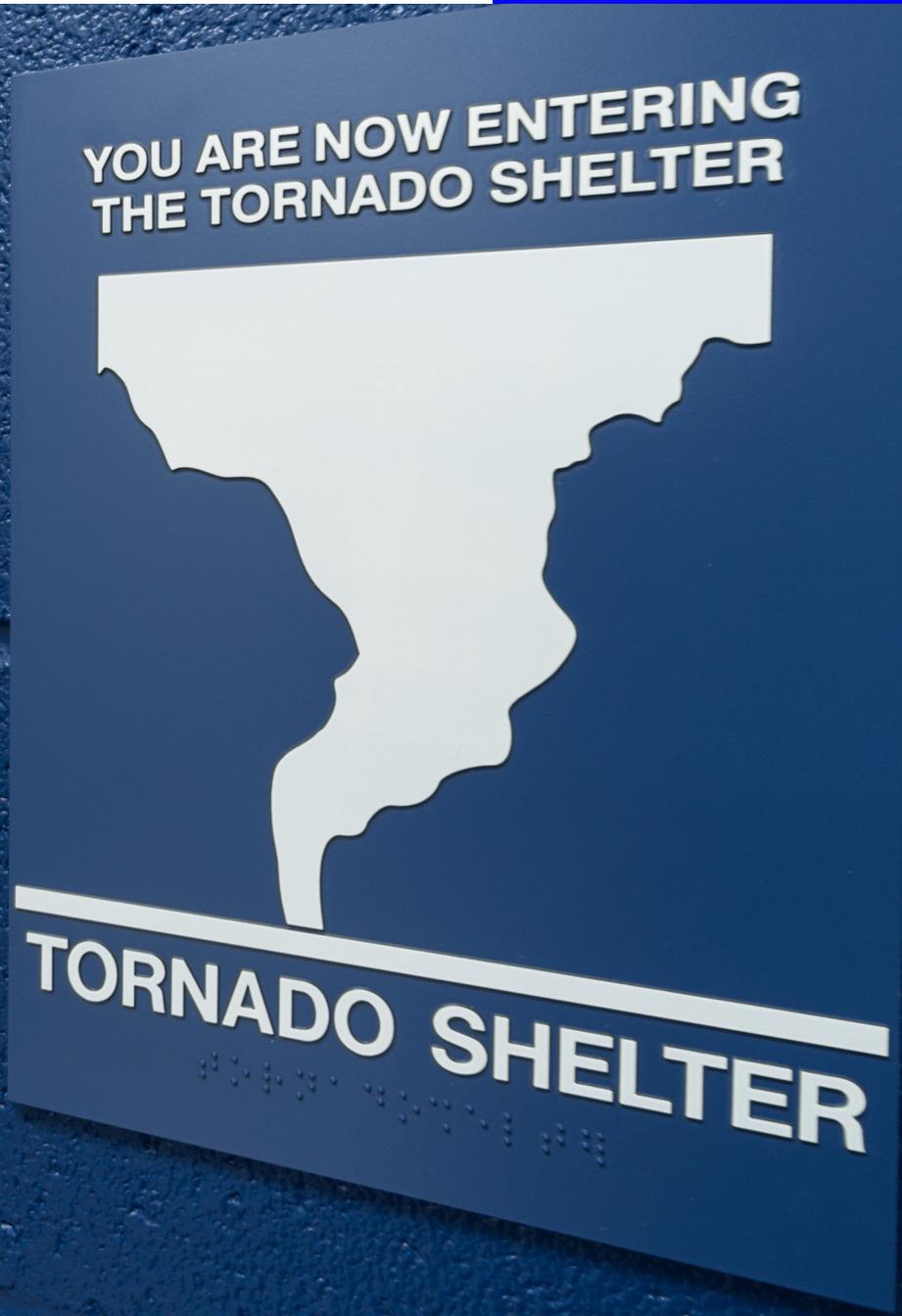
SECTION 9 | CURRENT CLIENTS / CURRENT PROJECTS

List the total number of local projects currently in progress, including renovations and additions:

All projects of any type currently in progress and the name and phone number of the owner's representative

i) Project	<u>Basis Charter School—Benbrook</u>		
Organization	<u>Basis Charter Schools</u>		
Contact person/title	<u>Andrew Leffel, Architect</u>		
Phone number	<u>972-854-1977</u>		
Project description	<u>Repeat Client & Repeat Architect with new 45,000 SF Ground Up Tilt Wall Charter School with Storm Shelter & Gym.</u>		
# of Change Orders	<u>0</u>	Size (S.F.) <u>43,000</u>	Cost <u>\$11,000,000</u>
i) Project	<u>Cityscape Early Childhood Charter School</u>		
Organization	<u>Cityscape Charter Schools</u>		
Contact person/title	<u>John Boehnlein (Owner Rep)</u>		
Phone number	<u>972-834-7848</u>		
Project description	<u>Repeat Client Full gut & renovation of an existing building to convert it to a new Charter School facility.</u>		
# of Change Orders	<u>0</u>	Size (S.F.) <u>18,000</u>	Cost <u>\$3,000,000</u>
i) Project	<u>Quest & Genesis Campus Renovations</u>		
Organization	<u>AW Brown Fellowship Charter School</u>		
Contact person/title	<u>John Boehnlein (Owner Rep)</u>		
Phone number	<u>972-834-7848</u>		
Project description	<u>Repeat Client Full gut & renovation of an existing buildings to renovate existing Charter School facility.</u>		
# of Change Orders	<u>13</u>	Size (S.F.) <u>7,500</u>	Cost <u>\$1,500,000</u>
i) Project	<u>Disciple Central Community Church Expansion for International Leadership of Texas</u>		
Organization	<u>International Leadership of Texas</u>		
Contact person/title	<u>Charles Klein (Client)</u>		
Phone number	<u>713-309-5046</u>		
Project description	<u>Addition of mezzanine space in existing church to facilitate charter school classroom space.</u>		
# of Change Orders	<u>N/A</u>	Size (S.F.) <u>N/A</u>	Cost <u>\$480,000</u>
i) Project	<u>Golden Rule Charter School—Desoto</u>		
Organization	<u>Golden Rule Charter School</u>		
Contact person/title	<u>Johnny Pecina (Owner)</u>		
Phone number	<u>214-282-4262</u>		
Project description	<u>After completing two new ground up schools, we have remained onsite upgrading and renovating existing campus infrastructure.</u>		
# of Change Orders	<u>N/A</u>	Size (S.F.) <u>N/A</u>	Cost <u>\$450,000</u>

**10 Completed
Projects
Experience
Profile**



Relevant Charter School Experience

Our team’s experience building schools is specific to Charter Schools. We believe that Charter School design is unique in the school market, separating it from other schools such as ISD’s and Higher Ed learning.

We respect the fact that Charter Schools in general have finite budgets with which they build and foster an environment to provide an innovative learning experience for their students. This has been what drives our team to provide cost effective and innovative schools through design and ultimately in construction.

Overall, we have been engaged as prime on a number of both Design-Build and CMAR Charter School facilities.

Other Charter School / Private Schools we have served include:

- Life School Of Dallas - Charter (multiple projects)
- UME Preparatory Charter School
- Imagine International Charter School
- Uplift Charter School
- Golden Rule Charter Schools (multiple projects)
- Manara Charter Schools (multiple campuses)
- AW Brown Charter Schools (multiple projects)
- Cityscape Lindsley Charter Schools
- Nueva Vida Charter schools
- Texas Christian Academy
- Prep Academy Charter Schools
- Basis Charter Schools

Projects this specific team has similar project experience:

STORM SHELTERS

- UME Preparatory (two story classroom with storm shelter)
- Golden Rule (one story classroom integrated storm shelter)
- Nueva Vida (one story classroom integrated storm shelter)
- Hutchins Public Safety Building (one story storm shelter)

OUTDOOR PLAYGROUND / EVENT AREAS

- Life School Of Dallas (multiple playgrounds)
- Cityscape Lindsley (outdoor learning & playground)
- Texas Christian Academy (Outdoor sports complexes)
- Imagine International (Outdoor playground)

EXERCISE / GYM AREAS

- Texas Christian Academy (Outdoor Sports Field)
- Cityscape Charter Schools (Outdoor Exercise Area)
- Golden Rule (Indoor Gym)

WARMING PANTRY / KITCHEN

- Ume Preparatory (Full preparation & production kitchen)
- Life School Of Dallas (Warming Kitchen)
- Imagine Charter School (Full Kitchen)
- Texas Christian Academy (Full Kitchen)
- AW Brown (Warming Kitchen)
- Manara Charter Schools (Warming Kitchen)



Relevant Charter School Experience

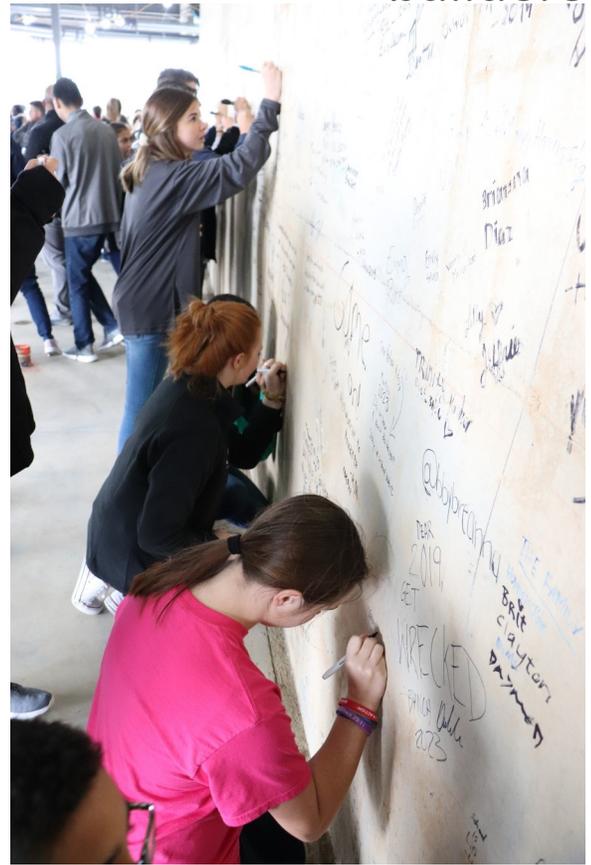
Novel has a unique vantage point with respect to our shelter experience. We have constructed both CMU shelter structures and tilt wall shelters.

An advantage Novel has with respect to tilt wall shelter construction is our extensive non-shelter tilt wall experience. Novel has built retail, industrial, office, and entertainment venues for years out of tilt wall. Novel has constructed and is currently constructing structures that are one story, two story, and three story tilt wall buildings, so with the added requirements needed for a rated shelter, having a team with vast tilt experience really aids in our ability to focus on the granular details and coordination needed in a shelter tilt wall project.

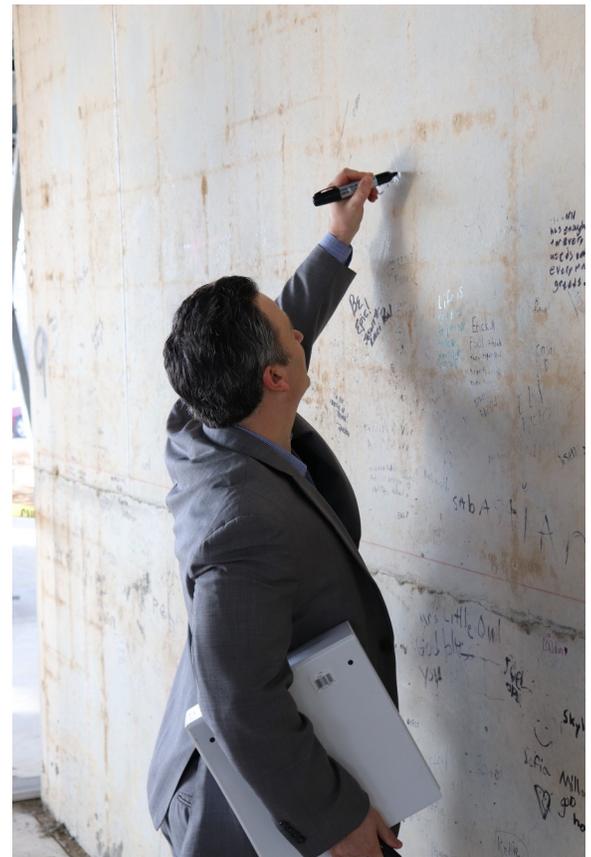
When Novel constructed UME's two story 9,160 SF storm shelter, we conducted numerous coordination meetings:

1. Coordination meetings with the engineer of record, validating embed & rebar requirements (as you can imagine, the reinforcement requirements for a shelter's tilt wall panel is exponentially more robust than a typical tilt panel project)
2. Coordination with MEP engineers to validate opening size requirements and placement. Being a shelter, there is very little to no opportunity to correct or move openings after the fact. If a panel needs modified openings, it requires a very expensive process of discarding the current panels involved and casting entirely new panels.
3. Coordination with the subcontractor trades. Novel had multiple coordination meetings to granularly place and size fire protection penetrations, HVAC penetrations, electrical & data penetrations, plumbing penetrations, and we even allocated 'backup' penetrations which was very fortunate, because this allowed the school to utilize these for additional data & security systems that were not initially anticipated in the design process.

With tilt wall shelter construction, there is no such thing as over-planning! A copy of our standard tilt wall QA/QC Safety manual is attached for your review.



During the shelter's 'Topping Out Party', students & staff wrote inspirational messages and Bible verses on the shelter walls prior to the walls being covered with dry-wall and paint.



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UME Academy High School (CMAR Project) Dallas, Texas

Key Personnel

Lloyd Osborn
Mark Hoeller (Super)
David Dalton (PM)
Jessica Cruz
(Estimator)

Owner:

UME Preparatory
Academy School
Kayla Smith
214-545-0829

Project Location:

3838 TX-408 Spur
Dallas, TX

Novel Office:

Richardson, TX

Architect:

Callaway Architecture
1207 Hampshire Ln,
Richardson, TX
Mark Daniels
214-336-3166

Schedule:

NTP: 2-27-2018
Contract Time:
12 Months
Substantial Compl:
7-19-2019
Actual Compl:
7-19-2019

Liquidated Damages:

None

Net Dollar Change Orders:

\$134,508
(upgrades to adjacent
building added to
scope)

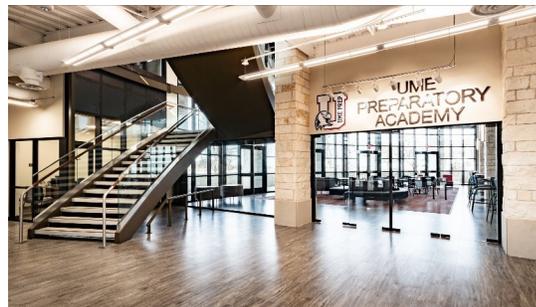


Construction Type:

- Tilt Wall 2 Story Storm Shelter
- Steel Main Structure
- Brick Exterior
- Block Exterior
- ACM Panels
- Stone Exterior
- Curtain Wall & Storefront

Project Highlights:

- CMAR
- 60,500 SF
- 2 Story
- GMP: \$12,000,000
- Ground Up
- Existing Campus
- Full Kitchen



The school houses one of North Texas' largest two story School Storm Shelters. The Storm Shelter is fully self contained with interior water, backup power, and emergency storage. The exterior and structure of the building consists of conventional steel structure, while the interior structures are constructed from tilt wall concrete panels which serve as an integrated storm shelter.



The Exterior block is an intricate miter cut 24" block which is stacked in a stack bond pattern. Curtain wall and store front glazing wrap the entire exterior of the building providing vista views of the surrounding countryside and downtown Dallas.

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Golden Rule Elementary School (CMAR Project) Grand Prairie, Texas

Key Personnel

Lloyd Osborn
Jim Robinson (PM)
Hap Larkin
(Superintendent)
David Dalton
Jessica Cruz
(Estimator)

Owner:

Golden Rule
Elementary Schools
Johnny Pecina
214-282-4262

Project Locations:

1729 Avenue B
Grand Prairie, TX

Novel Office:

Richardson, TX

Architect:

Callaway Architecture
1207 Hampshire Ln,
Richardson, TX
Mark Daniels
214-336-3166

Schedule:

NTP: 11-27-2019
Contract Time:
9 Months
Substantial Compl:
8-01-2020
Actual Compl:
8-21-2020

Liquidated Damages:

None

Net Dollar

Change Orders:

\$21,336 Savings
Returned To Owner



Construction Type:

- 7,500 SF CMU Storm Shelter
- Building Framing Light Gauge Metal
- Brick Façade
- Hardi Board Façade

Project Highlights:

- CMAR
- Ground Up
- Existing Campus
- Value: \$1,500,000
- Campus Expansion
- 9 Month Duration



Grand Prairie contains both classrooms and a storm shelter built in full size 12" fully grouted CMU walls. The Storm Shelter is fully self contained with interior water, backup power, and emergency storage.



The exterior and structure of the building consists of conventional light gauge metal framing, as well as the truss framing system. This was instigated by Novel and resulted in a significant cost savings.

Store front glazing wrap the entire exterior of the building providing vista views of the surrounding campus buildings.

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Golden Rule Elementary School (CMAR Project)

Desoto, Texas

Key Personnel

Lloyd Osborn
Jim Robinson (PM)
Mark Hoeller
(Superintendent)
David Dalton
(VP Ops)
Jessica Cruz
(Estimator)

Owner:

Golden Rule
Elementary Schools
Johnny Pecina
214-282-4262

Project Locations:

135 W. Wintergreen
Rd Desoto, TX
75115



Architect:

Callaway Architecture
1207 Hampshire Ln,
Richardson, TX
Mark Daniels
214-336-3166

Schedule:

NTP: 11-27-2019
Contract Time:
10 Months
Substantial Compl:
8-01-2020
Actual Compl:
8-21-2020

Liquidated

Damages:

None

Net Dollar

Change Orders:

\$22,000 Savings
Returned To Owner

Construction Type:

- Structural Steel Structure
- Brick Facade
- Interior Light Gauge Metal
- ACM Panels

Project Highlights:

- CMAR
- 27,000 SF Storm
- Shelter
- Ground Up
- Existing Campus
- Value: \$5,500,000
- Campus Expansion
- 10 Month Duration



Desoto contains a two story classroom charter school with a full size gym for basketball and volleyball.

The exterior and structure of the building consists of conventional steel structure, while the interior structures are constructed from light gauge metal framing.

Storefront glazing and punched openings wrap the entire exterior of the building to provide views of the surrounding campus buildings.



Life School Campus Expansion—Phase I (CMAR Project) Waxahachie, Texas

Key Personnel

Lloyd Osborn
Mark Hoeller
(Superintendent)
David Dalton
Jessica Cruz

Owner:

Life School
Shawn Thomas
972-274-7927
Waxahachie, TX.

Project Location:

150 Butcher Lane
Waxahachie, TX

Novel Office:

Richardson, TX

Architect:

McCarthy Architecture
Garland, TX
Kelly McCarthy
214-649-1071

Schedule:

NTP: 8-27-2018
Contract Time:
5.5 Months
Substantial Compl:
2-11-2019
Actual Compl:
2-11-2019

Liquidated Damages:

None

Net Dollar Change Orders:

\$12,939

- Landscape Up-grades
- Add Sidewalks To Adjacent Building



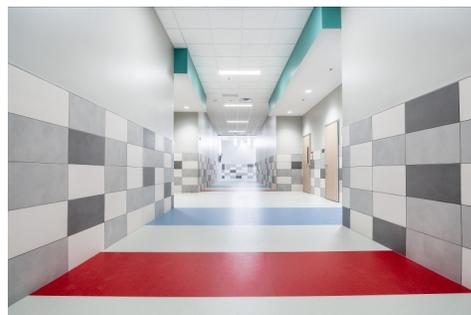
Construction Type:

- Tilt Wall Structure
- Interior light gauge metal framing
- Exterior elastomeric paint
- Canopies

Project Highlights:

- CMaR
- Occupied Campus
- 12,000 SF
- Value: \$1,500,000
- Existing Campus
- 4 Month Duration

A campus expansion and renovation of 12,000 sf building to accommodate Life School's growing campus needs. Featuring new classrooms, computer & science labs along with a reception foyer at the high school campus in Waxahachie. This project is nestled on a large existing campus where separating student, faculty, from construction activity was of high priority.



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Nueva Vida Elementary School Desoto & Grand Prairie, Texas

Key Personnel

Lloyd Osborn
Jim Robinson (PM)
Mark Hoeller
(Superintendent)
David Dalton
Jessica Cruz
(Estimator)

Owner:

Nueva Vida Schools
Tony Delgado
972-997-6970

Project Locations:

1809 Cheyenne Rd
Dallas, TX
75217

Architect:

Callaway Architecture
1207 Hampshire Ln,
Richardson, TX
Mark Daniels
214-336-3166

Schedule:

NTP: 10-12-2020
Contract Time:
9 Months
Substantial Compl:
4-16-2021
Anticipated Compl:
4-30-2021

Liquidated Damages:

None

Net Dollar Change Orders:

\$137,606

Two major issues:

1. Initial Price was prior to city comments. City added fire protection system to building.
2. Foundation redesign due to water / subsoil issues.



Construction Type:

- 4,140 SF CMU Storm Shelter
- Interior light gauge metal framing
- Exterior elastomeric paint
- Canopies

Project Highlights:

- CMAr
- Occupied Campus
- 4,140 SF
- Value: \$1,500,000
- Existing Campus
- 4 Month Duration

Nueva Vida contains both classrooms and a storm shelter built in full size 12" fully grouted CMU walls. The Storm Shelter is fully self contained with interior water, backup power, and emergency storage. The exterior and structure of the building consists of conventional steel structure, while the interior structures are constructed from light gauge metal framing.

Apr 9, 2021 at 7:47:28 AM



Apr 9, 2021 at 7:44:52 AM





Imagine Charter School (CMAR Project) McKinney, Texas

Key Personnel
Lloyd Osborn

Owner:
Imagine Charter Schools
McKinney, TX
Don Gaskins (retired)
214-417-0045

Project Location:
2860 Virginia Pkwy
McKinney, TX

Novel Office:
Richardson, TX

Architect:
HKS, Inc
Dallas, TX

Project Highlights:
60,000 SF
Value: \$6,800,000
Ground Up
Tilt Wall Concrete
10 Month Duration

Schedule:
NTP: 11-27-2019
Contract Time:
9 Months
Substantial Compl:
8-01-2020
Actual Compl:
8-21-2020

Liquidated Damages:
None

Net Dollar Change Orders:
\$21,336 Savings
Returned To Owner



Construction Type:

- **Tilt Wall Construction**
- Interior light gauge metal framing
- Exterior thin set cast in place brick
- Canopies
- ACM

Project Highlights:

- CMaR
- Two Story
- 60,000 SF
- Value: \$6,800,000
- 10 Month Duration

60K SF two story charter school building for Imagine Charter School. The exterior and structure of the building consists of tilt wall concrete panels with integral thin bricks cast into the panel system.

Large Structural Canopies boarder the building, creating a very elegant entry from student pickup areas and playground entry areas. Multiple cast in place brick patters create a warm exterior utilizing various colors, patterns, and brick textures.



Projects Are From The Professional Portfolios Of Novel Builders Principals

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Key Personnel
Lloyd Osborn

Owner Rep:
Uplift Education
1750 Viceroy Drive
Dallas, Texas 75235
Peter Hayes
512-9897045

Project Location:
1750 Viceroy Drive
Dallas, Texas 75235

Novel Office:
Richardson, TX

Architect:
HKS, Inc
Brian Nelson, AIA
214-969-5599

Schedule:
NTP: 8-2010
Contract Time:
10 Months
Substantial Compl:
5-2011

**Liquidated
Damages:**
None

Williams Preparatory Dallas, Texas



Construction Type:

- Steel Structure
- Interior light gauge metal framing
- Exterior Brick
- Canopies

Project Highlights:

- CMaR
- 45,000 SF
- Value: \$6,500,000
- 10 Month Duration
- Occupied Campus

This charter school includes a 2-story school for grades kindergarten through 5th grade. The school hosts classrooms faculty offices, cafeteria, library, media center, art studio, and science lab. The school's state of the art classrooms feature smart board projection and office networking.



Projects Are From The Professional Portfolios Of Novel Builders Principals

novel builders

Life School Of Dallas Cedar Hill, Texas

Key Personnel
Lloyd Osborn

Owner:
Life School
Shawn Thomas
972-274-7927
Waxahachie, TX.

Project Location:
129 W Wintergreen Rd
Cedar Hill
Texas

Novel Office:
Richardson, TX

Architect:
Beck Architects
Dallas, TX

Schedule:
NTP: 5-02-13
Contract Time:
4 Months
Substantial Compl:
8-30-2013
Actual Compl:
8-30-2013

**Liquidated
Damages:**
None

**Net Dollar
Change Orders:**
\$30,000

1. Structural foundation change to expedite building construction.



Construction Type:

- Light Gauge Metal Framing
- Interior light gauge metal framing
- Exterior Brick
- Exterior EIFS
- Canopies

Project Highlights:

- CMaR
- 15,000 SF
- Value: \$3,100,000
- 4 months
- Occupied Campus

15,000 SQ FT new school building where the owner had a very small window for construction for this project (three months), and cutting corners to expedite the project was no option.

Once awarded, crews worked seven days a week and strategically staggered the earthwork with the concrete foundation contractors so they could phase the building quickly. Quick follow-up with our wall system contractor and metal truss contractors allowed us to provide 'Just In Time' delivery of the material on site, which allowed for zero downtime between the factory fabrication time and actual installation dates.



Projects Are From The Professional Portfolios Of Novel Builders Principals

novel builders

Key Personnel

Lloyd Osborn
Tyler Barnes
David Dalton
Jessica Cruz

Owner:

City of Hutchins
PO Box 500
Hutchins, Texas 75141
Trudy Lewis
972-225-6121

Location:

500 West Palestine
Street
Hutchins, Texas

Novel Office:

Richardson, TX

Architect:

GSR Andrade
Architects

Key Elements:

18,922 SF
Ground Up
Steel Structure
Storm Shelter

Schedule:

NTP: 7-3-2020
Contract Time:
10 Months
Substantial Compl:
6-01-2021
Anticipated Compl:
5-27-2021

Liquidated

Damages:

None

Net Dollar

Change Orders:

\$94,258

1. Re-work the building foundation that was supposed to have been performed by a previous contractor
2. Order Additional steel that was to be 'owner provided'.

Hutchins Fire & Police Station (CMAR Project)

Hutchins, Texas



Construction Type:

- Storm Shelter
- Interior light gauge metal framing
- Exterior Brick
- Exterior EIFS
- Canopies
- ACM

Project Highlights:

- CMaR
- 18,922 SF
- Value: \$5,100,000
- 10 Month Duration

New Hutchins Public Safety Building with a combined fire substation and police station. Police station includes services supporting police headquarters and five holding cells. Fire substation has a two bay drive through apparatus garage and fire house for six firefighters.

Pad Prep & Steel was originally to be owner provided. This cost was adjusted via change order, as Novel had to procure directly.



11.0 Current Workload



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SECTION 11 | CURRENT WORKLOAD

Firm Stability

Novel has had the privilege to grow since it's founding, however it has grown with methodical and measured means. While Novel could have increased it's volume, we have been selective, only taking work that we know and feel comfortable with being able to fulfill, and not over-step the ability of our management team, or our office & field staff.

As such, our current workload and the project types that Novel works with will fit very nicely with the upcoming projects International Leadership of Texas has upcoming.

We look forward to having the opportunity to work along side your team and being a resource and a team member as your campus needs grow.

Surety Companies

Novel has had the privilege to maintain the same bonding agent since it's inception. We did switch from Zurich to Traveler's as our underwriter in 2019 because Traveler's offered us a much better rate and greater protection with our bonds. Contact for both contacts are provided below, and we encourage you to contact them if you have any questions.

Bonding Agent:

PCL Contract Bonding Agency
3010 LBJ Freeway, #920
Dallas, TX 75234
Eric Lesch
972-459-4749

Underwriter

Joe W. Hale III
The Travelers Companies, Inc
1301 E. Collins Blvd, Suite 111C
Richardson, TX 75081
214-570-6633

**UME Preparatory School—2 Story
60,500 SF School With Storm Shelter \$12MM**



12 Professional Services



**novel
builders**

12 | PROFESSIONAL SERVICES



Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

Other advantages offered by the company or unique qualifications that would be of benefit to the School:

As the School's CMAR, services will include at minimum:

- Pre-Construction Services
- Construction Services
- Tracking notes & Budgets
- Provide alternatives & Design inputs throughout the process to maintain budget & schedule
- Enger into a GMP contract to finalize all contract work
- Provide the necessary Bonds & documentation as required for State compliance



Life School Of Dallas, Waxahachie Campus

12 | PROFESSIONAL SERVICES

Novel Builders' Collaborative efforts are second to none. The majority of our work is either Design Build or CMAR, making our focus that of a collaborative nature. In total, our volume of work being either CMAR or Design Build is in excess of 61%. A perfect example of how this process worked was the Charter School we built for UME Preparatory. (see project sheet)

Our Project Break Down Per Delivery Method is as follows:

Design Build	16%
CMAR	45%
Hard Bid	39%

Novel Builders' Our approach to building quality into the project begins with six basic program components:

Listen

Understand the Requirements

Plan

Execute

Evaluate

Control

Novel Builders knows it is imperative to learn our client's goals and expectations for their project, as well as design team. We also know what the design team is looking for. This is why our quality management program is founded on identifying the owner's and design team's goals and expectations for the project. It is our first step in the process and we do not move forward with the rest of the program until this critical step is completed. Novel Builders will set-up a meeting with the owner and his representative just as soon as we are notified that Novel Builders will be awarded the project. The architect and consultants will be invited to participate along with Project Executive, Project Manager, Superintendent, and Chief Estimator. This meeting usually takes an hour or two to complete and has more of an impact into building teamwork and quality into the project than any other single effort undertaken by the team.

**Golden Rule Charter School—1 Story
7,500 SF School With Storm Shelter \$1.5MM**



12 | PROFESSIONAL SERVICES

Once we have completed the “Goals and Expectations” meeting, Novel Builders will summarize the findings of the meeting and issue our “understanding” of these requirements to all participants to review and comment. This review and comment phase is necessary to ensure that Novel Builders and all other members of the building team have a clear picture of where the “bar of expectation” will be set based upon the project requirements. This can then be properly conveyed to the inspection and testing lab, subcontractors, and material suppliers in a written format that will guide the team throughout the project.

With the consensus, “Goals and Expectations” statement firmly in hand, Novel Builders will then develop our plan for achieving this mission through our Quality Management Program for the project. This comprehensive program will outline the elements necessary to successfully carry out the defined “mission” and will assign responsibilities and time frames for accomplishing the work. Emphasis will be directed toward safety, housekeeping, material procurement, mock-ups, means and methods, product installation, and administration of the project.

Utilizing the project schedule to understand the time constraints involved, Novel Builders will prepare a procurement strategy along with the submittal schedule to give us a road map for handling submittals, samples, and mock-ups on the project.

This information will be disseminated to the architect and all subcontractors and suppliers. Each subcontractor will be required to attend a pre-construction and a pre-installation meeting prior to the start of any of their work on the project.

To ensure that we remain true to our “mission” we must evaluate our efforts frequently. This evaluation will come in many different forms throughout the course of the project such as test reports, inspection logs, etc. Much of the evaluation process will be handled through the day-to-day administration on the project, in weekly coordination meetings, owner meetings, and through the use of tracking logs. These topics may be issues with the documents, codes, or third party issues outside the control of Novel Builders. They may also be issues dealing with installation of the work, requests for information, changes in the work, or anything else that maybe identified during the course of the project that may have an impact on the quality of the final product.

Another feature of our program will be the “First Work Reviews” that will be conducted with each trade as they begin installation of their work. These reviews will be conducted by Novel Builders and other interested parties to ensure that quality expectations will be met and that the work is being installed in accordance with the contract documents. Deficient work will be removed and the subcontractor will not be allowed to proceed with other work until they have demonstrated their ability to comply with the contract documents and the established quality expectations.

12 | PROFESSIONAL SERVICES

The following is an excerpt taken directly from our Project Approach outline that is used in developing a specific Quality Assurance Program:

- Establish an active project specific program to identify and track all quality issues that arise on the project from the initial design to final completion
- Develop a tracking log to record each quality issue and to identify the responsible party(s) and the current status of the item
- Distribute copies of the log to the construction team and review as an action item at regularly scheduled progress meetings
- Actively implement the program to include daily oversight of the work
- Require mandatory preconstruction meetings with trade contractors prior to beginning their work to review scope, plans, specifications, addendum, and coordination with other trades, safety, and project protocols
- Establish a “First Work” program for the review of new trade contractors to the project, to make certain quality is established at the very beginning of the work; periodically review to ensure continued compliance
- Institute a “Mock-up” program with trade contractors to work out coordination issues and to provide the opportunity for input by the construction team prior to releasing for permanent installation into the project.

The Novel Builders commitment to quality is to provide our clients with the highest quality product in keeping with the requirements of the plans and specifications, and to actively seek out opportunities to exceed our client’s expectations.

Approach to management and coordination of design efforts and preconstruction services:

Through the course of the design process, Novel Builders will be meeting with the client with the design team so that our team jointly understands the design intents, and the driving components of the project. Through this participation, our team will better understand what components need to be priced and budgeted even if they are not clearly articulated in the early design drawings. This greatly aids in our ability to ‘fill the gaps’ during the pre-construction phase.

Approach to estimating and scope management

Estimates are completed with actual quantity take-offs. Where details and drawings are not fully realized, we either collaborate with the design team, or in many cases in early design development, we use previous experience to extrapolate the information we need so that we can use historically accurate numbers to extrapolate quantities and costs. Through this exercise, we can then better communicate to the design team and the Client what assumptions were made during the estimating and budgeting process so that the design team has scope parameters within to work with to maintain budget expectations.

12 | PROFESSIONAL SERVICES

Cost Estimates:

Attach a sample conceptual cost estimate showing two estimates prepared during the design phase of an educational project and a sample of the final GMP cost estimate/breakdown used to fix the contract amount for the construction of the same project. (Please conceal the identity of the project)

Please review the example cost estimate on the following page. This particular job estimate takes the project from 'napkin sketch' budget, through the project completion. This particular project was the simultaneous build of two school buildings, a high school building and an elementary school building.

Key things to note:

- The initial Budgets were provided from schematic programming sketches.
- The initial Budgets were generated by our pre-construction team PRIOR to any true design drawings
- The Final GMP was provided, and INCLUDED a line item of \$119,759 of Owner's Contingency
- The Final GMP of \$6.5MM was UNDER the initial Budget provided of \$6,610,691.

Considerations to observe as you review these sheets:

1. The budgets, although generated internal to the construction pre-con team took into consideration meetings and design conversations with our design partners. Specifically, Callaway Architects.
2. This project had previously been awarded to a competitor of ours, however they were unable to realize the desired budget and timeline. Novel & Callaway were able to quickly adjust, and meet & exceed the client's budget and needs.
3. We provided significant detail in the 'Budget Stage' so that we could have intelligent conversations with both our design partners, and our ultimate client, Golden Rule.

**Golden Rule Charter School—2 Story
27,000 SF School With Storm Shelter \$5.5MM**





November 13, 2019

Golden Rule - Desoto & Grand Prairie

Schedule Of Values - Exhibit B

Prepared For: Golden Rule

Location: Desoto & Grand Prairie
Project #: 20181005

DESCRIPTION / TRADE	DESOTO SOV AMOUNT	GP SOV AMOUNT	TOTAL SOV AMOUNT
01-21 RETAINING WALL	29,047	29,817	58,864
01-45 FENCING	7,275	31,580	38,855
01-71 SURVEYING & STAKING	-4,000	4,000	8,000
01-74 FINAL CLEAN	11,854	4,375	16,229
01-76 STREET BARRICADES	5,000		5,000
02-41 DEMOLITION	In Earthwork	in earthwork	In Earthwork
03-30 CONCRETE	587,875	263,000	850,875
04-22 MASONRY	252,800	125,300	378,100
05-12 STRUCTURAL STEEL	491,944	100,382	592,326
07-11 WATERPROOFING	25,680	23,100	48,780
07-42 METAL SCREENS & CANOPIES	29,954	20,937	50,891
07-53 ROOFING SYSTEM	106,356	54,950	161,306
08-14 DOORS/FRAMES/HARDWARE	63,256	34,958	98,214
08-32 GLASS & GLAZING	129,669	22,500	152,169
10-15 ROLLER SHADES	9,111		9,111
09-22 FRAMING & DRYWALL	466,350	250,525	716,875
09-30 CERAMIC TILE	0	45,554	45,554
09-85 SOFT FLOORING	46,003		46,003
09-91 PAINT	69,095	30,080	99,175
10-28 SPECIALTIES & TOILET COMPARTMENTS	116,251	12,196	128,447
12-32 MILL WORK	5,221	7,061	12,281
14-00 ELEVATOR	70,540		70,540
21-11 SPRINKLER SYSTEM	47,900	19,500	67,400
22-05 PLUMBING	126,760	73,270	200,030
23-05 HVAC	322,600	142,080	464,680
26-05 ELECTRICAL	322,900	185,100	508,000
26-06 FIRE ALARM	25,942	7,689	33,631
31-22 EARTHWORK & EROSION CONTROL	317,710	116,539	434,249
31-31 SOIL TREATMENT	1,124	1,069	2,193
32-17 PAVEMENT MARKINGS & FENCING	3,270	2,500	5,770
32-91 LANDSCAPING	55,500	24,244	79,743
33-01 SITE UTILITIES	156,900	108,654	265,554
SWPPP Book & Inspections	4,425	4,425	8,850
SUBTOTAL DIRECT COST	3,912,311	1,745,384	5,657,695
On-site Supervision (General Conditions)	163,430	163,430	326,859
Field Office, Equipment, Other (General Conditions)	53,200	53,200	106,400
Contractor's Liability Insurance (General Conditions)	28,126	13,333	41,459
All-risk (Course of Construction Ins.) (General Conditions)	5,192	4,103	9,295
Prmt. and Performance Bond	64,905	27,615	92,520
Preconstruction Services Fee	2,500		2,500
Contractor Contingency			0
Owner Contingency			119,759
Fee (Overhead & Profit)	97,358	46,154	143,512
Sales Tax	0		0
SUBTOTAL INDIRECT COST	414,711	307,835	842,305
TOTAL	4,327,022	2,053,219	6,500,000

File: 2019 Golden Rule - Desoto_REV2 - Original SOV.svfBOS.stn.dwg

novel builders							July 24, 2019
Desoto - Golden Rule							
Conceptual Design							
10% Drawings							
	2 Story Gym		Site		Total		
	26,265	\$/SF	40,000	\$/SSF	26,265	\$/SF	
01 On-Site General Conditions	97,871	3.73	41,945	1.05	139,816	5.32	
01 General Requirements	29,954	1.14	7,488	0.19	37,442	1.43	
01 Material Testing	0	0.00		0.00	0	0.00	
01 Staking		0.00	5,000	0.13	5,000	0.19	
01 Construction Clean	13,375	0.51		0.00	13,375	0.51	
02 Demolition	3,500	0.13		0.00	3,500	0.13	
03 Building & Site Concrete	349,990	13.33	312,063	7.80	662,052	25.21	
04 Masonry	336,893	12.83		0.00	336,893	12.83	
05 Steel	425,972	16.22		0.00	425,972	16.22	
06 Wood	2,290	0.09		0.00	2,290	0.09	
07 Thermal & Moisture Protection	147,319	5.61		0.00	147,319	5.61	
08 Doors & Windows	211,840	8.07		0.00	211,840	8.07	
09 Drywall / Finishes	517,840	19.72		0.00	517,840	19.72	
10 Specialties	31,520	1.20		0.00	31,520	1.20	
11 Equipment	0	0.00		0.00	0	0.00	
12 Furnishings	0	0.00		0.00	0	0.00	
13 Special Construction	0	0.00		0.00	0	0.00	
14 Conveying Systems	58,000	2.21		0.00	58,000	2.21	
21 Fire Suppression	59,835	2.28		0.00	59,835	2.28	
22 Plumbing	181,550	6.91		0.00	181,550	6.91	
23 HVAC	366,653	13.96		0.00	366,653	13.96	
26 Electrical	362,488	13.80		0.00	362,488	13.80	
27 Communications	0	0.00		0.00	0	0.00	
28 Fire Alarm System	17,940	0.68		0.00	17,940	0.68	
31 Earthwork		0.00	192,611	4.82	192,611	7.33	
32 Site Improvements		0.00	23,000	0.58	23,000	0.88	
33 Site Utilities		0.00	221,502	5.54	221,502	8.43	
41Storm Water Pollution Plan		0.00	3,050	0.08	3,050	0.12	
City Permit, & Plan Review Allowances	0	0.00		0.00	0	0.00	
SUBTOTAL DIRECT COST SITE & BUILDING	3,214,830	122.40	806,659	20.17	4,021,489	153.11	
Contractor's Liability Insurance	24,110	0.92	6,050	0.15	30,160	1.15	
Builders Risk Insurance	7,091	0.27	1,779	0.04	8,871	0.34	
Payment & Performance Bond	42,548	1.62	10,676	0.27	53,224	2.03	
Preconstruction (or Design Build design fee)	0	0.00	0	0.00	0	0.00	
Fee (Overhead & Profit)	79,777	3.04	20,017	0.50	99,794	3.80	
Design Contingency	177,282	6.75	44,483	1.11	221,765	8.44	
Texas Franchise Tax	0	0.00	0	0.00	0	0.00	
Sales Tax	0	0.00	0	0.00	0	0.00	
SUBTOTAL INDIRECT COST	330,808	12.60	83,006	2.08	413,814	15.76	
CONSTRUCTION ESTIMATE TOTAL	3,545,638	134.99	889,665	22.24	4,435,302	168.87	

July 24, 2019

Desoto - Golden Rule

Conceptual Design

prepared for: Golden Rule Charter

	QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
01 On-Site Supervision					\$ 139,816
On-Site Supervision					\$ 139,816
01 General Requirements					\$ 37,442
General Requirements					\$ 37,442
01 Material Testing					\$ -
01 21 19 Testing and Inspection				\$ -	\$ -
Material Testing	-	NIC		\$ -	\$ -
				\$ -	\$ -
01 Staking					\$ 5,000
01 32 23 Survey and Layout				\$ -	\$ -
Survey and Staking	2.00	ls	\$ 2,500.00	\$ 5,000	\$ 5,000
				\$ -	\$ -
				\$ -	\$ -
01 Construction Clean					\$ 13,375
01 50 00 Construction Cleaning				\$ -	\$ -
Final Clean	26,749.00	sf	\$ 0.50	\$ 13,375	\$ 13,375
				\$ -	\$ -
				\$ -	\$ -
02 Demolition					\$ 3,500
02 41 00 Demolition / Site Maint				\$ -	\$ -
Misc Demo	1.00	ls	\$ 3,500.00	\$ 3,500	\$ 3,500
				\$ -	\$ -
03 Building Concrete					\$ 662,052
03 30 00 General Concrete Work				\$ -	\$ -
Foundation	17,782.00	sf	\$ 14.00		\$ 248,948
Paving (Delete 16,349 off plan west)	44,650.00	sf	\$ 6.25		\$ 279,063
Sidewalk	6,000.00	LS	\$ 5.50		\$ 33,000
Concrete Mezzanine	8,973.00	sf	\$ 4.75		\$ 42,622
				\$ -	\$ -
				\$ -	\$ -
03 31 00 Misc Concrete				\$ -	\$ -
Misc Concrete	1.00	ls	\$ 5,500.00	\$ 5,500	\$ 5,500
Piers @ Exterior Columns	1,080.00	lf	\$ 48.00		\$ 51,840
				\$ -	\$ -
03 35 00 Fill for Pan Stairs				\$ -	\$ -
Fill for Pan Stairs (3000 psi)	-	cy	\$ 115.00		\$ -
Place Concrete	54.00	rsrs	\$ 20.00		\$ 1,080
				\$ -	\$ -
				\$ -	\$ -
04 Masonry					\$ 336,893
04 20 00 Masonry (simulated)				\$ -	\$ -
Brick Veneer	21,390.00	sf	\$ 15.00	\$ 336,893	\$ 320,850
Brick Veneer (sealer)	21,390.00	sf	\$ 0.75		\$ 16,043
				\$ -	\$ -
05 Steel					\$ 425,972
05 10 00 Structural Steel (Rigid Assistance)				\$ -	\$ -
Building Steel	93.62	TNS	\$ 3,800.00	\$ 406,172	\$ 355,762
Stairs	2.00	LS	\$ 25,000.00		\$ 50,000
Install Exterior Doors	5.00	ea	\$ 82.00		\$ 410
Equipment Costs	-	Da	\$ 400.00		\$ -
				\$ -	\$ -

July 24, 2019

Desoto - Golden Rule

Conceptual Design

prepared for: Golden Rule Charter

		QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
05 12 00	Misc Steel			\$ -	\$ 19,800	\$ -
	Unforeseen Steel	2.00	tons	\$ 4,900.00		\$ 9,800
	Misc Steel Handrails	1.00	ls	\$ 10,000.00		\$ 10,000
	Stair Risers	-		\$ 250.00		\$ -
				\$ -		\$ -
06 Wood				\$ -		\$ 2,290
				\$ -		\$ -
06 10 00	Rough Carpentry			\$ -	\$ 1,750	\$ -
	Small Tools	35.00	wks	\$ 50.00		\$ 1,750
				\$ -		\$ -
				\$ -		\$ -
06 13 00	In-Wall Blocking			\$ -	\$ 540	\$ -
	In-Wall Blocking (Casework)	-	lf	\$ 3.00		\$ -
	In-Wall Blocking (Toilet Access & Wall Pro)	180.00	lf	\$ 3.00		\$ 540
				\$ -		\$ -
				\$ -		\$ -
07 Thermal & Moisture Protection				\$ -		\$ 147,319
				\$ -		\$ -
07 11 00	Flashings			\$ -	\$ 800	\$ -
	Flashing & Counter Flashing	100.00	lf	\$ 8.00		\$ 800
	Expansion Joint @ Blds	-	lf	\$ 5,000.00		\$ -
				\$ -		\$ -
07 21 00	Insulation			\$ -	\$ 23,529	\$ -
	Rigid Insulation @ Exterior Wall	21,390.00	sf	\$ 1.10		\$ 23,529
				\$ -		\$ -
07 50 00	Roofing			\$ -	\$ 103,136	\$ -
	TPO Flat Roof	17,782.00	sf	\$ 5.80		\$ 103,136
				\$ -		\$ -
07 27 00	Air Barrier			\$ -	\$ 16,043	\$ -
	Air Barrier	21,390.00	sf	\$ 0.75		\$ 16,043
				\$ -		\$ -
				\$ -		\$ -
07 92 00	Joint Sealers			\$ -	\$ 3,812	\$ -
	Caulking of Exterior Joints	67.50	lf	\$ 5.00		\$ 338
	Caulking of Windows	200.00	lf	\$ 2.50		\$ 500
	Sidewalk to Building	690.00	lf	\$ 2.50		\$ 1,725
	Interior Caulking Casework	-	lf	\$ 0.50		\$ -
	Interior Caulking DFH	833.00	lf	\$ 0.50		\$ 417
	Interior Caulking Misc	1,666.00	lf	\$ 0.50		\$ 833
				\$ -		\$ -
				\$ -		\$ -
08 Doors & Windows				\$ -		\$ 211,840
				\$ -		\$ -
08 11 00	Hollow Metal Doors & Frames			\$ -	\$ 735	\$ -
	Unload & Distribute Doors & Frames	49.00	ea	\$ 15.00		\$ 735
				\$ -		\$ -
08 11 14	Hollow Metal Frames			\$ -	\$ 10,290	\$ -
	Single Steel Frame	49.00	ea	\$ 210.00		\$ 10,290
				\$ -		\$ -
08 11 14	Hollow Metal Doors			\$ -	\$ 2,040	\$ -
	Hollow Metal Leafs	8.00	ea	\$ 255.00		\$ 2,040
				\$ -		\$ -
08 14 00	Wood & Plastic Lam Doors			\$ -	\$ 1,715	\$ -
	Unload & Distribute Doors	49.00	ea	\$ 35.00		\$ 1,715
				\$ -		\$ -
08 14 13	Wood & Plastic Lam Doors			\$ -	\$ 22,050	\$ -
	Plastic Lam Door	49.00	ea	\$ 450.00		\$ 22,050
				\$ -		\$ -
08 30 00	Finish Hardware			\$ -	\$ 11,800	\$ -
	Hardware Material	49.00	allo	\$ 150.00		\$ 7,350

July 24, 2019

Desoto - Golden Rule

Conceptual Design

prepared for: Golden Rule Charter

		QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
	Hardware Material - Aluminum	4.00	allo	\$ 400.00		\$ 1,600
	Sort and Installation of Hardware	59.00	ea	\$ 40.00		\$ 2,360
	Special Storage for hardware	49.00	ea	\$ 10.00		\$ 490
				\$ -		\$ -
08 41 00	Entrances and Storefronts			\$ -	\$ 9,600	\$ -
	Double Entry Swing Doors	4.00	ea	\$ 2,400.00		\$ 9,600
				\$ -		\$ -
08 44 00	Glass and Glazing			\$ -	\$ 153,610	\$ -
	Storefront Glazing	1,080.00	sf	\$ 42.00		\$ 45,360
	Punched Windows	3,080.00	sf	\$ 35.00		\$ 107,800
	Louvers - 2x1'	2.00	ea	\$ 100.00		\$ 200
	Door Lites	5.00	ea	\$ 50.00		\$ 250
				\$ -		\$ -
				\$ -		\$ -
09 Finishes						\$ 517,840
				\$ -		\$ -
09 20 00	Drywall Exterior Framing			\$ -	\$ 160,425	\$ -
	Exterior Wall Framing	21,390.00	sf	\$ 6.50		\$ 139,035
	Exterior Wall Framing Densglass	21,390.00	sf	\$ 1.00		\$ 21,390
	Exterior Wall Insulation	21,390.00	sf	\$ 0.85		\$ 18,182
09 24 00	EIFS			\$ -	\$ -	\$ -
	EIFS w/ 2" Return Pattern		sf	\$ 10.00		\$ -
	Finish EIFS System	-	sf	\$ 1.00		\$ -
				\$ -		\$ -
09 29 01	Partitions			\$ -	\$ 129,233	\$ -
	Non-Rated Shaft Partition	17,940.00	sf	\$ 6.50		\$ 116,610
	One-Hour Rated Partition	-	sf	\$ 4.50		\$ -
	Non-Rated Partition -- deck	2,805.00	sf	\$ 4.50		\$ 12,623
				\$ -		\$ -
09 29 03	Ceilings			\$ -	\$ 7,077	\$ -
	Gypsum Ceiling	1,356.00	sf	\$ 4.50		\$ 6,102
	Furr Down	65.00	lf	\$ 15.00		\$ 975
				\$ -		\$ -
09 30 00	Tiling			\$ -	\$ 27,766	\$ -
	Ceramic Floor Tile	2,234.00	sf	\$ 9.00		\$ 20,106
	Ceramic Tile Base	458.00	lf	\$ 10.00		\$ 4,580
	Ceramic Wall Tile (wet wall only)	320.00	sf	\$ 9.00		\$ 2,880
	Culture Marble Transitions	4.00	ea	\$ 50.00		\$ 200
	Gym Floor	-	sf	\$ 13.00		\$ -
				\$ -		\$ -
09 40 00	Floor Preparation/ Moisture Control			\$ -	\$ 8,970	\$ -
	Glue Premium	17,940.00	sf	\$ 0.50		\$ 8,970
	Floor Prep Basic	-	bags	\$ 55.00		\$ -
				\$ -		\$ -
09 51 00	Acoustical Ceiling			\$ -	\$ 44,850	\$ -
	2x4 Standard	17,940.00	sf	\$ 2.50		\$ 44,850
				\$ -		\$ -
09 60 00	Soft Flooring			\$ -	\$ 49,170	\$ -
	Downstairs VCT	900.00	sf	\$ 2.50		\$ 2,250
	Roll Carpet	17,940.00	sf	\$ 2.50		\$ 44,850
	Rubber Base - Standard	2,070.00	lf	\$ 1.00		\$ 2,070
				\$ -		\$ -
09 90 00	Painting and Coatings			\$ -	\$ 37,201	\$ -
	Paint	27,000.00	sf	\$ 1.25		\$ 33,750
	Epoxy Paint	160.00	sf	\$ 0.75		\$ 120
	Epoxy Paint Ceilings	1,356.00	sf	\$ 0.65		\$ 881
	Paint HM Frames & Doors	49.00	ea	\$ 50.00		\$ 2,450
	Paint Misc Site		ls	\$ 2,500.00		\$ -
				\$ -		\$ -
09 90 01	Tape and Finish Drywall			\$ -	\$ 34,967	\$ -
	Tape, Bed, and Finish	27,160.00	sf	\$ 1.25		\$ 33,950
	Tape, Bed, and Finish Ceilings	1,356.00	sf	\$ 0.75		\$ 1,017
				\$ -		\$ -

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Desoto - Golden Rule

Conceptual Design

prepared for: Golden Rule Charter

		QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
				\$ -		\$ -
				\$ -		\$ -
10 Specialties						\$ 31,520
				\$ -		\$ -
10 44 00 Fire Protection Specialties				\$ -	\$ 4,800	\$ -
	Fire Extinguisher Recessed	8.00	ea	\$ 600.00		\$ 4,800
				\$ -		\$ -
10 26 00 Wall and Door Protection				\$ -	\$ 1,728	\$ -
	Sheet Wall Protection (FRP)	384.00	sf	\$ 4.50		\$ 1,728
				\$ -		\$ -
10 28 00 Toilet and Bath Accessories				\$ -	\$ 3,760	\$ -
	36" Grab Bar	8.00	ea	\$ 50.00		\$ 400
	42" Grab Bar	8.00	ea	\$ 55.00		\$ 440
	Toilet Paper Dispenser	8.00	ea	\$ 60.00		\$ 480
	24" x 36" Wall Hung Mirror	9.00	ea	\$ 100.00		\$ 900
	24" x 72" Wall Hung Mirror	-	ea	\$ 175.00		\$ -
	Paper Towel/ Trash Combo	4.00	ea	\$ 100.00		\$ 400
	Soap Dispenser	9.00	ea	\$ 50.00		\$ 450
	Templates and Layout of Specialties	46.00	ea	\$ 5.00		\$ 230
	Installation of Specialties	46.00	ea	\$ 10.00		\$ 460
	Lockers	24.00	ea	\$ 118.00		\$ 2,832
				\$ -		\$ -
10 45 00 Toilet Compartments				\$ -	\$ 18,400	\$ -
	Toilet Partition	16.00	ea	\$ 1,150.00		\$ 18,400
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
11 Equipment						\$ -
	Not Budgeted			\$ -	\$ -	\$ -
				\$ -		\$ -
12 Furnishings						\$ -
				\$ -		\$ -
12 21 00 Window Blinds				\$ -	\$ -	\$ -
	Not Budgeted	-	NIC	\$ 15.00		\$ -
				\$ -		\$ -
12 30 00 Casework				\$ -	\$ -	\$ -
	Lower Cabinets	-	lf	\$ 160.00		\$ -
	Upper Cabinets	-	lf	\$ 165.00		\$ -
				\$ -		\$ -
				\$ -		\$ -
13 Special Construction						\$ -
				\$ -		\$ -
	SCOPE NOT APPLICAE			\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
14 Conveying Systems						\$ 58,000
				\$ -		\$ -
14 20 10 Elevators				\$ -	\$ 58,000	\$ -
	Elevators	2.00	stops	\$ 29,000.00		\$ 58,000
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
21 Fire Suppression						\$ 59,835
				\$ -		\$ -
21 00 00 Fire Suppression				\$ -	\$ 59,835	\$ -
	Fire Suppression	26,749.00	sf	\$ 2.05		\$ 54,835
	Stand Pipe System	1.00	ls	\$ 5,000.00		\$ 5,000
				\$ -		\$ -
				\$ -		\$ -
22 Plumbing						\$ 181,550
				\$ -		\$ -
22 00 00 Plumbing				\$ -	\$ 181,550	\$ -
	Floor Drains	4.00	ea	\$ 750.00		\$ 3,000
	Hose Bibs	3.00	ea	\$ 750.00		\$ 2,250
	Fixtures	38.00	ea	\$ 3,500.00		\$ 133,000
	Water Line at Building	550.00	lf	\$ 30.00		\$ 16,500

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Desoto - Golden Rule

Conceptual Design

prepared for: Golden Rule Charter

		QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
	Sewer Line at Building	550.00	lf	\$ 30.00		\$ 16,500
	Water Heater	3.00	ls	\$ 1,500.00		\$ 4,500
	Temporary Consumption	8.00	mo	\$ 200.00		\$ 1,600.00
	Gas Line To Building	150.00	lf	\$ 28.00		\$ 4,200
				\$ -		\$ -
				\$ -		\$ -
	23 HVAC					\$ 366,653
				\$ -		\$ -
23 00 00	HVAC				\$ 366,653	\$ -
	Split Units (250sf/ton)	118.88	tons	\$ 3,000.00		\$ 356,653
	Test & Balance	1.00	ls	\$ 10,000.00		\$ 10,000
				\$ -		\$ -
				\$ -		\$ -
	26 Electrical					\$ 362,488
				\$ -		\$ -
26 00 00	Electrical				\$ 362,488	\$ -
	Light Poles (Ftd w/ Misc Conc)	11.00	allo	\$ 1,500.00		\$ 16,500
	Electrical	26,749.00	sf	\$ 12.00		\$ 320,988.00
	400 amp 480 v & 200 amp 120 v panels & 75 kva trans	1.00		\$ 25,000.00		\$ 25,000
	Power & Conduit For Gate	-	LF	\$ 38.00		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
	27 Communications					\$ -
				\$ -		\$ -
27 00 00	Communications				\$ -	\$ -
	Not Budgeted		NIC	\$ -		\$ -
				\$ -		\$ -
	28 Fire Alarm System					\$ 17,940
				\$ -		\$ -
28 00 00	Fire Alarm					\$ -
	Fire Alarm	17,940.00	sf	\$ 1.00		\$ 17,940.00
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
	31 Earthwork					\$ 192,611
				\$ -		\$ -
31 31 16	Termite Control				\$ 2,134	\$ -
	Termite Control	17,782.00	sf	\$ 0.12		\$ 2,134
				\$ -		\$ -
31 20 00	Earth Moving				\$ 190,477	\$ -
	Site Demo	1.00	ls	\$ 10,000.00		\$ 10,000
	Clear and Grub Site	40,000.00	sf	\$ 0.35		\$ 14,000
	Removal of Soil (6' @ pad)	4,741.87	cy	\$ 6.00		\$ 28,451
	Haul Off (6' @ pad)	4,741.87	cy	\$ 4.00		\$ 18,967
	Treat Existing Soil (4' @ pad)	4,741.87	cy	\$ 10.00		\$ 47,419
	Installation of Select Fill (3' @ pad)	4,741.87	cy	\$ 12.50		\$ 59,273
	Added grading for parking	1,030.56	cy	\$ 12.00		\$ 12,367
				\$ -		\$ -
	32 Site Improvements					\$ 23,000
				\$ -		\$ -
32 14 00	Paving Speicalties				\$ 3,000	\$ -
	Pavement striping	1.00	ls	\$ 3,000.00		\$ 3,000
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
32 91 19	Landscape and Irrigation				\$ 20,000	\$ -
	Landscape & Irrigation	0.50	allo	\$ 40,000.00		\$ 20,000
				\$ -		\$ -
				\$ -		\$ -
	33 Site Utilities					\$ 221,502



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Grand Prairie Charter

Conceptual Design

10% Drawings

	1 Story Building		Site		Total	
	7,763	\$/SF	15,526	\$/SSF	7,763	\$/SF
01 On-Site General Conditions	81,093	10.45	34,754	2.24	115,848	14.92
01 General Requirements	24,450	3.15	6,112	0.39	30,562	3.94
01 Material Testing	0	0.00		0.00	0	0.00
01 Staking		0.00	5,000	0.32	5,000	0.64
01 Construction Clean	3,882	0.50		0.00	3,882	0.50
02 Demolition	3,500	0.45		0.00	3,500	0.45
03 Building & Site Concrete	239,802	30.89	139,109	8.96	378,911	48.81
04 Masonry	188,427	24.27		0.00	188,427	24.27
05 Steel	130,119	16.76		0.00	130,119	16.76
06 Wood	2,290	0.29		0.00	2,290	0.29
07 Thermal & Moisture Protection	150,435	19.38		0.00	150,435	19.38
08 Doors & Windows	77,360	9.97		0.00	77,360	9.97
09 Drywall / Finishes	213,966	27.56		0.00	213,966	27.56
10 Specialties	15,008	1.93		0.00	15,008	1.93
11 Equipment	0	0.00		0.00	0	0.00
12 Furnishings	0	0.00		0.00	0	0.00
13 Special Construction	0	0.00		0.00	0	0.00
14 Conveying Systems	0	0.00		0.00	0	0.00
21 Fire Suppression	20,526	2.64		0.00	20,526	2.64
22 Plumbing	88,200	11.36		0.00	88,200	11.36
23 HVAC	112,182	14.45		0.00	112,182	14.45
26 Electrical	142,256	18.32		0.00	142,256	18.32
27 Communications	0	0.00		0.00	0	0.00
28 Fire Alarm System	10,868	1.40		0.00	10,868	1.40
31 Earthwork		0.00	113,645	7.32	113,645	14.64
32 Site Improvements		0.00	26,289	1.69	26,289	3.39
33 Site Utilities		0.00	140,042	9.02	140,042	18.04
41 Storm Water Pollution Plan		0.00	2,675	0.17	2,675	0.34
City Permit, & Plan Review Allowances	0	0.00		0.00	0	0.00
SUBTOTAL DIRECT COST SITE & BUILDING	1,504,363	193.79	467,627	30.12	1,971,990	254.02
Contractor's Liability Insurance	11,451	1.48	3,559	0.23	15,010	1.93
Builders Risk Insurance	3,485	0.45	1,083	0.07	4,568	0.59
Payment & Performance Bond	19,914	2.57	6,190	0.40	26,105	3.36
Preconstruction (or Design Build design fee)	0	0.00	0	0.00	0	0.00
Fee (Overhead & Profit)	37,339	4.81	11,607	0.75	48,946	6.31
Design Contingency	82,976	10.69	25,793	1.66	108,769	14.01
Texas Franchise Tax	0	0.00	0	0.00	0	0.00
Sales Tax	0	0.00	0	0.00	0	0.00
SUBTOTAL INDIRECT COST	155,166	19.99	48,233	3.11	203,399	26.20
CONSTRUCTION ESTIMATE TOTAL	1,659,529	213.77	515,860	33.23	2,175,389	280.23

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Grand Prairie Charter

Conceptual Design

prepared for: Golden Rule Charter School

	QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
01 On-Site Supervision					\$ 115,848
On-Site Supervision					\$ 115,848
01 General Requirements					\$ 30,562
General Requirements					\$ 30,562
01 Material Testing					\$ -
01 21 19 Testing and Inspection			\$ -	\$ -	\$ -
Not Budgeted	-	NIC			\$ -
			\$ -		\$ -
			\$ -		\$ -
01 Staking					\$ 5,000
01 32 23 Survey and Layout			\$ -	\$ 5,000	\$ -
Survey and Staking	2.00	ls	\$ 2,500.00		\$ 5,000
			\$ -		\$ -
			\$ -		\$ -
01 Construction Clean					\$ 3,882
01 50 00 Construction Cleaning			\$ -	\$ 3,882	\$ -
Final Clean	7,763.00	sf	\$ 0.50		\$ 3,882
			\$ -		\$ -
			\$ -		\$ -
02 Demolition					\$ 3,500
02 41 00 Demolition / Site Maint			\$ -	\$ 3,500	\$ -
Misc Demo	1.00	ls	\$ 3,500.00		\$ 3,500
Safety Perimeter Fencing	-	Mo	\$ 750.00		\$ -
			\$ -		\$ -
03 Building Concrete					\$ 378,911
			\$ -		\$ -
			\$ -		\$ -
03 30 00 General Concrete Work			\$ -	\$ 233,821	\$ -
Foundation	7,763.00	sf	\$ 10.50		\$ 81,512
Paving	19,716.00	sf	\$ 6.25		\$ 123,225
Sidewalk	2,888.00	LS	\$ 5.50		\$ 15,884
Concrete Shelter Roof	2,400.00	sf	\$ 5.50		\$ 13,200
			\$ -		\$ -
			\$ -		\$ -
03 31 00 Misc Concrete			\$ -	\$ 145,090	\$ -
Misc Concrete	1.00	ls	\$ 5,500.00		\$ 5,500
Piers @ Exterior Columns	2,538.00	lf	\$ 55.00		\$ 139,590
			\$ -		\$ -
			\$ -		\$ -
04 Masonry					\$ 188,427
			\$ -		\$ -
04 20 00 Masonry (simulated)			\$ -	\$ 60,552	\$ -
Brick Veneer	3,432.00	sf	\$ 15.00		\$ 51,480
Brick For Shelter	4,125.00	sf	\$ 31.00		\$ 127,875
Brick Veneer (sealer)	3,432.00	sf	\$ 0.75		\$ 2,574
Stone Accent	361.00	lf	\$ 18.00		\$ 6,498
			\$ -		\$ -
05 Steel					\$ 130,119
			\$ -		\$ -
05 10 00 Structural Steel (Rigid Assistance)			\$ -	\$ 120,219	\$ -
Building Steel	21.35	TNS	\$ 5,050.00		\$ 107,809
Install Exterior Doors	5.00	ea	\$ 82.00		\$ 410
Equipment Costs	15.00	Da	\$ 400.00		\$ 6,000
Steel Mezzanine Deck Premium @ Shelter	2,400.00	sf	\$ 2.50		\$ 6,000
			\$ -		\$ -
05 12 00 Misc Steel			\$ -	\$ 9,900	\$ -

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Grand Prairie Charter

Conceptual Design

prepared for: Golden Rule Charter School

	QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
Unforeseen Steel	1.00	tons	\$ 4,900.00		\$ 4,900
Covered Walkway (Exterior)	100.00	sf	\$ 50.00		\$ 5,000
			\$ -		\$ -
06 Wood					\$ 2,290
			\$ -		\$ -
06 10 00 Rough Carpentry			\$ -	\$ 1,750	\$ -
Small Tools	35.00	wks	\$ 50.00		\$ 1,750
			\$ -		\$ -
			\$ -		\$ -
06 13 00 In-Wall Blocking			\$ -	\$ 540	\$ -
In-Wall Blocking (Casework)	-	lf	\$ 3.00		\$ -
In-Wall Blocking (Toilet Access & Wall Pro)	180.00	lf	\$ 3.00		\$ 540
			\$ -		\$ -
			\$ -		\$ -
07 Thermal & Moisture Protection					\$ 150,435
			\$ -		\$ -
07 11 00 Flashings			\$ -	\$ 800	\$ -
Flashing & Counter Flashing	100.00	lf	\$ 8.00		\$ 800
Expansion Joint @ Blds	-	lf	\$ 5,000.00		\$ -
			\$ -		\$ -
07 21 00 Insulation			\$ -	\$ 17,870	\$ -
Rigid Insulation @ Exterior Wall	16,245.00	sf	\$ 1.10		\$ 17,870
			\$ -		\$ -
07 42 00 Metal Screen & Canopies			\$ -	\$ 30,000	\$ -
Mechanical Equipment Screening	2.00	ls	\$ 15,000.00		\$ 30,000
			\$ -		\$ -
			\$ -		\$ -
07 50 00 Roofing			\$ -	\$ 45,025	\$ -
TPO Flat Roof	7,763.00	sf	\$ 5.80		\$ 45,025
	-	sf	\$ 12.04		\$ -
			\$ -		\$ -
07 27 00 Air Barrier			\$ -	\$ 48,735	\$ -
Air Barrier	16,245.00	sf	\$ 3.00		\$ 48,735
			\$ -		\$ -
			\$ -		\$ -
07 92 00 Joint Sealers			\$ -	\$ 2,505	\$ -
Caulking of Exterior Joints	67.50	lf	\$ 5.00		\$ 338
Caulking of Windows	200.00	lf	\$ 2.50		\$ 500
Sidewalk to Building	361.00	lf	\$ 2.50		\$ 903
Interior Caulking Casework	-	lf	\$ 0.50		\$ -
Interior Caulking DFH	510.00	lf	\$ 0.50		\$ 255
Interior Caulking Misc	1,020.00	lf	\$ 0.50		\$ 510
Parking Joint Sealants	1.00	LS	\$ 5,500.00		\$ 5,500
			\$ -		\$ -
08 Doors & Windows					\$ 77,360
			\$ -		\$ -
08 11 00 Hollow Metal Doors & Frames			\$ -	\$ 450	\$ -
Unload & Distribute Doors & Frames	30.00	ea	\$ 15.00		\$ 450
			\$ -		\$ -
08 11 14 Hollow Metal Frames			\$ -	\$ 6,300	\$ -
Single Steel Frame	30.00	ea	\$ 210.00		\$ 6,300
Shelter Doors (3)	3.00	ea	\$ 7,500.00		\$ 22,500
08 11 14 Hollow Metal Doors			\$ -	\$ 510	\$ -
Hollow Metal Leafs	2.00	ea	\$ 255.00		\$ 510
			\$ -		\$ -
08 14 00 Wood & Plastic Lam Doors			\$ -	\$ 1,050	\$ -
Unload & Distribute Doors	30.00	ea	\$ 35.00		\$ 1,050
			\$ -		\$ -
08 14 13 Wood & Plastic Lam Doors			\$ -	\$ 13,500	\$ -
Plastic Lam Door	30.00	ea	\$ 450.00		\$ 13,500

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Grand Prairie Charter

Conceptual Design

prepared for: Golden Rule Charter School

		QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
				\$ -		\$ -
08 30 00	Finish Hardware			\$ -	\$ 7,600	\$ -
	Hardware Material	30.00	allo	\$ 150.00		\$ 4,500
	Hardware Material - Aluminum	4.00	allo	\$ 400.00		\$ 1,600
	Sort and Installation of Hardware	30.00	ea	\$ 40.00		\$ 1,200
	Special Storage for hardware	30.00	ea	\$ 10.00		\$ 300
				\$ -		\$ -
08 41 00	Entrances and Storefronts			\$ -	\$ 4,000	\$ -
	Single Entry Glass Doors	2.00	ea	\$ 2,000.00		\$ 4,000
				\$ -		\$ -
08 44 00	Glass and Glazing			\$ -	\$ 21,450	\$ -
	Storefront Glazing	500.00	sf	\$ 42.00		\$ 21,000
	Louvers - 2x1'	2.00	ea	\$ 100.00		\$ 200
	Door Lites	5.00	ea	\$ 50.00		\$ 250
				\$ -		\$ -
				\$ -		\$ -
09 Finishes						\$ 213,966
09 20 00	Drywall Exterior Framing			\$ -	\$ 26,111	\$ -
	Exterior Wall Framing	3,481.50	sf	\$ 6.50		\$ 22,630
	Exterior Wall Framing Densglass	3,481.50	sf	\$ 1.00		\$ 3,482
	Exterior Wall Insulation	3,481.50	sf	\$ 0.85		\$ 2,959
09 24 00	EIFS			\$ -	\$ 7,942	\$ -
	EIFS w/ 2" Return Pattern	722.00	sf	\$ 10.00		\$ 7,220
	Finish EIFS System	722.00	sf	\$ 1.00		\$ 722
				\$ -		\$ -
09 29 01	Partitions			\$ -	\$ 74,220	\$ -
	Non-Rated Shaft Partition	7,763.00	sf	\$ 6.50		\$ 50,460
	Interior Walls At Shelter	2,475.00	sf	\$ 4.50		\$ 11,138
	One-Hour Rated Partition	-	sf	\$ 4.50		\$ -
	Non-Rated Partition -- deck	2,805.00	sf	\$ 4.50		\$ 12,623
				\$ -		\$ -
09 29 03	Ceilings			\$ -	\$ 7,077	\$ -
	Gypsum Ceiling	1,356.00	sf	\$ 4.50		\$ 6,102
	Furr Down	65.00	lf	\$ 15.00		\$ 975
				\$ -		\$ -
09 30 00	Tiling			\$ -	\$ 27,766	\$ -
	Ceramic Floor Tile	2,234.00	sf	\$ 9.00		\$ 20,106
	Ceramic Tile Base	458.00	lf	\$ 10.00		\$ 4,580
	Ceramic Wall Tile (wet wall only)	320.00	sf	\$ 9.00		\$ 2,880
	Culture Marble Transitions	4.00	ea	\$ 50.00		\$ 200
				\$ -		\$ -
09 40 00	Floor Preparation/ Moisture Control			\$ -	\$ 3,882	\$ -
	Glue Premium	7,763.00	sf	\$ 0.50		\$ 3,882
	Floor Prep Basic	-	bags	\$ 55.00		\$ -
				\$ -		\$ -
09 51 00	Acoustical Ceiling			\$ -	\$ 19,408	\$ -
	2x4 Standard	7,763.00	sf	\$ 2.50		\$ 19,408
				\$ -		\$ -
09 60 00	Soft Flooring			\$ -	\$ 22,741	\$ -
	Downstairs VCT	900.00	sf	\$ 2.50		\$ 2,250
	Roll Carpet	7,763.00	sf	\$ 2.50		\$ 19,408
	Rubber Base - Standard	1,083.00	lf	\$ 1.00		\$ 1,083
				\$ -		\$ -
09 90 00	Painting and Coatings			\$ -	\$ 11,593	\$ -
	Paint	9,091.50	sf	\$ 1.00		\$ 9,092
	Epoxy Paint	160.00	sf	\$ 0.75		\$ 120
	Epoxy Paint Ceilings	1,356.00	sf	\$ 0.65		\$ 881
	Paint HM Frames & Doors	30.00	ea	\$ 50.00		\$ 1,500
	Paint Misc Site		ls	\$ 2,500.00		\$ -
				\$ -		\$ -
09 90 01	Tape and Finish Drywall			\$ -	\$ 10,269	\$ -

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Conceptual Design

prepared for: Golden Rule Charter School

		QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
	Tape, Bed, and Finish	9,251.50	sf	\$ 1.00		\$ 9,252
	Tape, Bed, and Finish Ceilings	1,356.00	sf	\$ 0.75		\$ 1,017
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
10	Specialties					\$ 15,008
				\$ -		\$ -
10 44 00	Fire Protection Specialties				\$ 2,400	\$ -
	Fire Extinguisher Recessed	4.00	ea	\$ 600.00		\$ 2,400
				\$ -		\$ -
10 26 00	Wall and Door Protection				\$ 1,728	\$ -
	Sheet Wall Protection (FRP)	384.00	sf	\$ 4.50		\$ 1,728
				\$ -		\$ -
10 28 00	Toilet and Bath Accessories				\$ 2,780	\$ -
	36" Grab Bar	4.00	ea	\$ 50.00		\$ 200
	42" Grab Bar	4.00	ea	\$ 55.00		\$ 220
	Toilet Paper Dispenser	8.00	ea	\$ 60.00		\$ 480
	24" x 36" Wall Hung Mirror	8.00	ea	\$ 100.00		\$ 800
	24" x 72" Wall Hung Mirror	-	ea	\$ 175.00		\$ -
	Paper Towel / Trash Combo	4.00	ea	\$ 100.00		\$ 400
	Soap Dispenser	4.00	ea	\$ 50.00		\$ 200
	Templates and Layout of Specialties	32.00	ea	\$ 5.00		\$ 160
	Installation of Specialties	32.00	ea	\$ 10.00		\$ 320
				\$ -		\$ -
				\$ -		\$ -
10 45 00	Toilet Compartments				\$ 8,100	\$ -
	Urinal Screen	1.00	ea	\$ 600.00		\$ 600
	Toilet Partition	5.00	ea	\$ 1,500.00		\$ 7,500
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
11	Equipment					\$ -
				\$ -		\$ -
	Not Budgeted				\$ -	\$ -
				\$ -		\$ -
12	Furnishings					\$ -
				\$ -		\$ -
12 21 00	Window Blinds				\$ -	\$ -
	Not Budgeted	-	NIC	\$ 15.00		\$ -
				\$ -		\$ -
12 30 00	Casework				\$ -	\$ -
	Lower Cabinets	-	lf	\$ 160.00		\$ -
	Upper Cabinets	-	lf	\$ 165.00		\$ -
				\$ -		\$ -
				\$ -		\$ -
13	Special Construction					\$ -
				\$ -		\$ -
	SCOPE NOT APPLICABLE					\$ -
				\$ -		\$ -
				\$ -		\$ -
14	Conveying Systems					\$ -
				\$ -		\$ -
14 20 10	Elevators				\$ -	\$ -
	Not Budgeted	-	stops	\$ 26,500.00		\$ -
				\$ -		\$ -
				\$ -		\$ -
21	Fire Suppression					\$ 20,526
				\$ -		\$ -
21 00 00	Fire Suppression				\$ 20,526	\$ -
	Fire Suppression	7,763.00	sf	\$ 2.00		\$ 15,526
	Stand Pipe System	1.00	ls	\$ 5,000.00		\$ 5,000
				\$ -		\$ -
				\$ -		\$ -
22	Plumbing					\$ 88,200
				\$ -		\$ -
22 00 00	Plumbing				\$ 88,200	\$ -

July 24, 2019

Grand Prairie Charter

Conceptual Design

prepared for: Golden Rule Charter School

		QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
	Floor Drains	4.00	ea	\$ 750.00		\$ 3,000
	Hose Bibs	2.00	ea	\$ 750.00		\$ 1,500
	Fixtures	18.00	ea	\$ 3,200.00		\$ 57,600
	Water Line at Building	350.00	lf	\$ 30.00		\$ 10,500
	Sewer Line at Building	350.00	lf	\$ 30.00		\$ 10,500
	Water Heater	2.00	ls	\$ 1,500.00		\$ 3,000
	Temporary Consumption	-	mo	\$ 200.00		\$ -
	Gas Line To Building	75.00	lf	\$ 28.00		\$ 2,100
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
	23 HVAC					\$ 112,182
				\$ -		\$ -
				\$ -		\$ -
	23 00 00 HVAC				\$ 112,182	\$ -
	Split Units (250sf/ton)	31.05	tons	\$ 3,500.00		\$ 108,682
	Test & Balance	1.00	ls	\$ 3,500.00		\$ 3,500
				\$ -		\$ -
				\$ -		\$ -
	26 Electrical					\$ 142,256
				\$ -		\$ -
				\$ -		\$ -
	26 00 00 Electrical				\$ 142,256	\$ -
	Light Poles (Ftd w/ Misc Conc)	11.00	allo	\$ 1,500.00		\$ 16,500
	Electrical	7,763.00	sf	\$ 12.00		\$ 93,156.00
	UPS	1.00		\$ 25,000.00		\$ 25,000
	Power & Conduit For Gate	200.00	LF	\$ 38.00		\$ 7,600
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
	27 Communications					\$ -
				\$ -		\$ -
	27 00 00 Not Budgeted				\$ -	\$ -
				\$ -		\$ -
				\$ -		\$ -
	28 Fire Alarm System					\$ 10,868
				\$ -		\$ -
	28 00 00 Fire Alarm					\$ -
	Fire Alarm	7,763.00	sf	\$ 1.40		\$ 10,868.20
	See Electrical			\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
	31 Earthwork					\$ 113,645
				\$ -		\$ -
	31 31 16 Termite Control				\$ 932	\$ -
	Termite Control	7,763.00	sf	\$ 0.12		\$ 932
				\$ -		\$ -
	31 20 00 Earth Moving				\$ 112,713	\$ -
	Site Demo	1.00	ls	\$ 10,000.00		\$ 10,000
	Clear and Grub Site	15,526.00	sf	\$ 0.35		\$ 5,434
	Removal of Soil (6' @ pad)	2,070.13	cy	\$ 6.00		\$ 12,421
	Haul Off (6' @ pad)	2,070.13	cy	\$ 4.00		\$ 8,281
	Treat Existing Soil (4' @ pad)	2,070.13	cy	\$ 10.00		\$ 20,701
	Installation of Select Fill (3' @ pad)	2,070.13	cy	\$ 12.50		\$ 25,877
	Detention Pond W/ Fence	1.00		\$ 30,000.00		\$ 30,000
	32 Site Improvements					\$ 26,289
				\$ -		\$ -
	32 14 00 Paving Specialties				\$ 3,000	\$ -
	Pavement striping	1.00	ls	\$ 3,000.00		\$ 3,000
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
	32 91 19 Landscape and Irrigation				\$ 23,289	\$ -
	Landscape & Irrigation	15,526.00	allo	\$ 1.50		\$ 23,289

July 24, 2019

Grand Prairie Charter

Conceptual Design

prepared for: Golden Rule Charter School

		QTY	UM	UNIT	ELEMENT TOTAL	TOTAL
				\$ -		\$ -
33 Site Utilities						\$ 140,042
33 10 00	Water Utilities			\$ -	\$ 33,070	\$ -
	2.5" Domestic Water Line	150.00	lf	\$ 45.00		\$ 6,750
	Fireline	160.00	lf	\$ 35.00		\$ 5,600
	Water Meter (Allowance)	1.00	allo	\$ 2,500.00		\$ 2,500
	Fire Hydrant	1.00	allo	\$ 3,500.00		\$ 3,500
	Connect to existing Water Line	2.00	ls	\$ 1,800.00		\$ 3,600
	8" Gate Valves & Boxes	-	ls	\$ 1,650.00		\$ -
	Tie-In and Patch Back	1.00	ls	\$ 1,800.00		\$ 1,800
	Connect / Tap	1.00	LS	\$ 2,500.00		\$ 2,500
	Backflow Device	1.00	LS	\$ 1,500.00		\$ 1,500
	Trench Safety / Testing	160.00	LF	\$ 2.00		\$ 320
	Fittings	5.00	LS	\$ 1,000.00		\$ 5,000
				\$ -		\$ -
33 30 00	Sanitary Sewer			\$ -	\$ 5,047	\$ -
	6" Sanitary Sewer	71.00	lf	\$ 55.00		\$ 3,905
	Tie-In and Patch Back	1.00	ls	\$ 1,000.00		\$ 1,000
	Trench Safety / Testing	71.00	LF	\$ 2.00		\$ 142
	Sanitary Lift Station	-	LS	\$ 125,000.00		\$ -
				\$ -		\$ -
33 40 00	Storm Drainage			\$ -	\$ 101,925	\$ -
	12" HDPE	35.00	lf	\$ 55.00		\$ 1,925
	Detention Storage	1.00	allow	\$ 100,000.00		\$ 100,000
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
41 Pollution Control						\$ 2,675
				\$ -		\$ -
41 00 00	Storm Water Pollution Prevention Plan			\$ -	\$ 2,675	\$ -
	Silt Fence	350.00	lf	\$ 3.00		\$ 1,050
	Manhole and Inlet Protection	-	ea	\$ 200.00		\$ -
	Construction Entrance	-	ea	\$ 1,000.00		\$ -
	Maintain Erosion Controls	6.50	mo	\$ 250.00		\$ 1,625
	SWPPP Plan & Implementation (less than 1acre)	1.00	NIC	\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
City Permit, & Plan Review Allowances						\$ -
				\$ -		\$ -
00 00 00	Project Fees			\$ -	\$ -	\$ -
	City Permit		ls	\$ 3,281.52		\$ -
	Plan Review		ls	\$ -		\$ -
	Meter Allowance		ls	\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
SUBTOTAL DIRECT COST SITE & BUILDING						\$ 1,971,989.68

Design & Preconstruction Phase

The key to a successful construction effort lies in the ability of the contractor to work with the design team in an integrated fashion. Our team has a demonstrated ability to fill scope gaps in the documents through project understanding, building type comprehension, code understanding, previous similar experience and constant communication with the design team. The integrated approach is not new thinking for us as 90% of our lifetime project experience has been through some form of integrated delivery. We have been perfecting our preconstruction services and our clients consistently commend us for exceptional results. Our efforts throughout preconstruction services will focus squarely on budget, schedule and quality; they must be maintained.

- Upon Notice to Proceed, we will establish a kickoff meeting to review the proposal and identify the major milestones which ultimately affect your anticipated delivery date. This review is intended to establish initial verification of the design guidelines, conceptual documents, and other supporting material provided by the Novel Builders / Curtis Group design-build team. We will also explain our research analysis and response to the site conditions, our proposed design/construction schedule and how the design work could be packaged. This initial review will be the beginning of an ongoing process with Lumin Health to help ensure that the facility satisfies functional, budgetary, time sensitive requirements and quality control expectations.
- Progress, design quality control and constructability review sessions will be a standing agenda item of our bi-weekly team meetings. Our team will meet for formal reviews of all design packages to establish the level of completion and to identify next steps. All team meeting attendees will have received documents for review prior to the meetings so that coordination issues, comments, suggestions and critiques can be prepared in advance and discussed

at the meeting. These meetings will typically occur at the Architect's office and will feature video and teleconferencing technology for remote access. It is our hope that the Owner's representatives will attend all these meetings for the purpose of offering input and direction to the design process. We intend for our relationship to be a complete partnering effort and we welcome the owner's input more than as minimally required by the scheduled design reviews.

Critical Pre-Construction Issues:

Existing Site Conditions

After visiting the site, it is obvious that with this being an occupied campus, Novel and their team members will need to have high sensitivity with their onsite logistics plan segregating construction activities from the ongoing school activities of the campus.

Another priority during pre-construction will be to obtain a geotechnical report of the site to help set the basis of the foundation and soils design.

Nearby utility infrastructure will need to be investigated. Likely due to the current development in the area, most services should be nearby. We will need to determine what utilities are presently located near the site and determine the capacities of the utility service lines.

Scheduling Considerations

Due to our work history with school projects, most of Novel Builders design phase and construction projects tend to be fast paced. Having streamlined our processes, it enables us to get under construction and the owner ultimately in the school building sooner.

Being CMAR could allow for an early release of site work, site utilities, and foundation systems which would greatly speed up the process, allowing for the architectural design of the building's façade and interior to progress while the immediate site work is completed.

Continuous Cost Controls

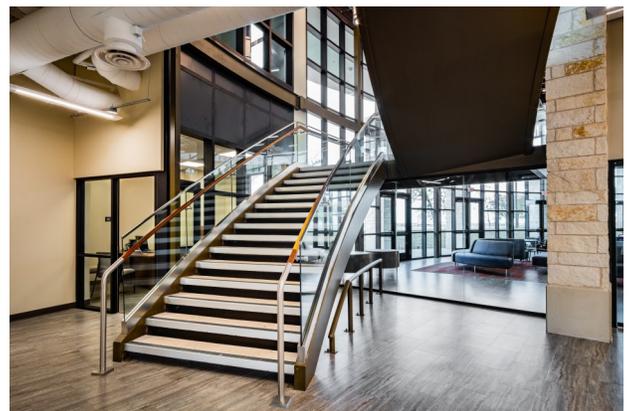
Our team believes that keeping design and budget in constant alignment is crucial to a successful project. Cost budgeting must be an integral part of each phase of the project development. The entire team must be involved and feel responsible for doing their part to maintain adherence to established project budget.

Keeping Design and Budget in Constant Alignment

- First we establish a development budget that realistically matches program goals with cost to construction.
- The development budget is continuously tested and tweaked throughout conceptual design as the program is being refined.
- From there we build a detailed cost model that allocates the total budget among the various trades based on state of the art conceptual estimating.
- This cost model is continuously tested throughout schematic design and design development.
- Detailed control estimates at 30%, 50%, 75% documents to ensure alignment
- Control estimates continuously updated in real time, literally providing costs on the fly with on-screen estimating.

Finally, our GMP (Guaranteed Max Price) process brings it all together using our proven system of sub-contractor bidding and procurement.

Producing designs within requested schedule parameters and budget constraints has established Novel Builders and Curtis Group as best in class industry leaders.



12 | PROFESSIONAL SERVICES

Fees:

It is anticipated that the Owner will enter into a percentage-based contract with the Construction Manager at Risk. A proposed quote will be required with this written proposal. The CMR fee should be divided into two parts:

1. **Pre-Construction Services Fee - Lump Sum Proposal To include personnel expenses, preliminary project schedule, cost estimates, value engineering and constructability reviews, preparation of bid packages, bid reviews, overhead and profit, and other services described below at the end of the Construction Document Phase portion of the Project**
2. **Construction Phase Services Fee - Percentage of Project Cost This fee shall include overhead, profit to administer the project construction, including, but not limited to, the services listed below throughout the Construction Phase of the Projects.**
information as to how fee for preconstruction phase services would be determined and provide a lump sum amount thereof.

Preconstruction fees are to cover miscellaneous printing & direct costs while providing pre-construction phase services. We work through pre-construction as a team member and advocate for the project to advance the project to Construction. Typically, we only include a nominal pre-construction fee, as it is through the construction process that Novel generates the profits associated to the project.

For services after the GMP, fee would be calculated and provide a percentage fee for construction phase services.

Construction fees for construction phase services would be based as a percent of construction cost.

Savings:

the disposition of savings realized during construction—the full amount returned to the Owner.

**Golden Rule Charter School—1 Story
7,500 SF School With Storm Shelter \$1.5MM**



12 | PROFESSIONAL SERVICES

Contingencies:

How contingency is developed and documented

Early in the budgeting process, contingency is encouraged to be carried on both the Design portion of the estimate and the Construction portion of the budget. There is a specific reason for each portion, as can be explained as follows:

Design Contingency:

Early in design development, certain aspects of the design will be unknown, and certain 'wish list' items needed by the client are still being developed. This usually manifests itself as 'scope creep' later in the project. When we budget a project from early design development, Novel Builders will include a "Design Contingency" knowing that this process happens very regularly, and if planned well, can strategically plan up front for 'scope creep'.

Construction Contingency:

Construction contingency is generally handled in two parts. In early Design Development, construction contingency is included to offset any general budgeting misses or ambiguous design elements. As the process is further developed, an overall Stated contingency should be included. Prior to the overall stated contingency that is included in the GMP, the design and construction contingencies are there for planning purposes only.

Once the GMP is finalized, the Construction Contingency should be a stated finite number. Any savings from this contingency should be returned to the owner.

How contingency strategy impacts Owners understanding of budget estimates and GMP's

Many times contractors will not include contingency in the budgeting process or in the GMP process. While this may seem of little consequence, when an owner is evaluating budget numbers, budgets with zero contingency in place will often times be artificially lower than those budgets that are planned with contingency in the budget.

Zero contingency budgets invariably set up a project to be one that is high in change order numbers, and can in some instances force the contractor to try to 'cut corners' in an effort to cover cost over runs.

It is never in the best interest of the owner to set up a budget or a GMP with zero contingency.

12 | PROFESSIONAL SERVICES

Audit/Accounting:

During the project's construction, at the request of the Owner, the CM at Risk shall provide detailed job cost information for the projects.

At completion of the project(s) and prior to the final closeout of the project(s), the CM at Risk shall provide detailed job cost information for all job costs and ledger entries. This documentation shall be reviewed and reconciled by the Owner.

**UME Preparatory School—2 Story
60,500 SF School With Storm Shelter \$12MM**



12 | PROFESSIONAL SERVICES

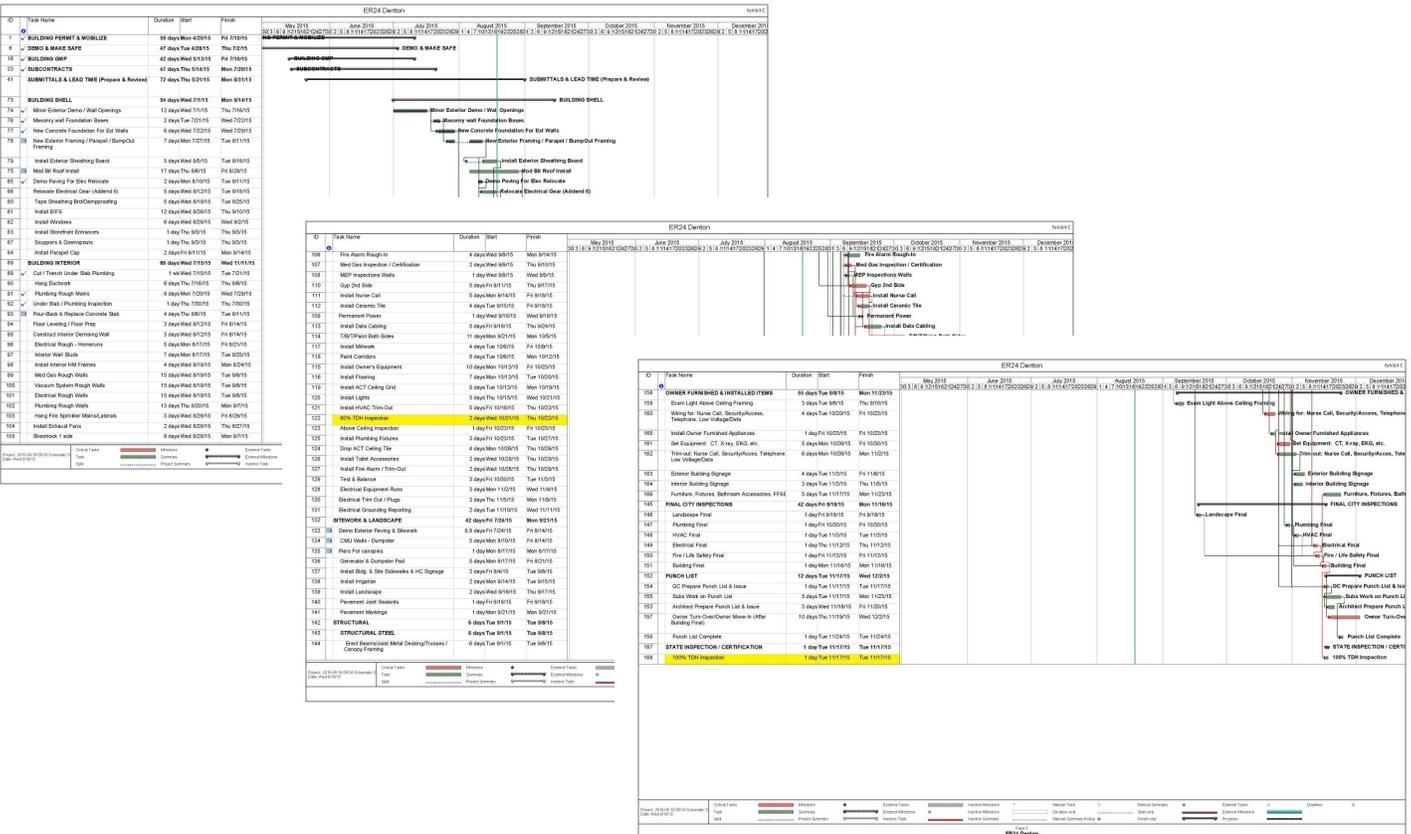
SCHEDULE



Schedule is a topic that needs to be communicated and planned early in the collaborative process. Schedule planning and control is in many respects, a key component to ensure cost control once a project has started construction. Project material types, construction methods, and overall scope all contribute to how effectively a project can be built in a timely manner. Although creative methods can be used to expedite the schedule, these rarely come without some type of cost component. So throughout the planning / design process, Novel Builders will:

- Provide initial feasibility studies as it pertains to the overall design concept and desired schedule. If alternate design concepts need to be explored due to time constraint, Novel Builders is very capable with working with the design team to develop a solution.
- Prepare a preliminary project schedule indicating time frames and constraints for program development, schematics, design development, construction documents, city approvals, construction phase, closeout phase, warranty phase, interim estimate reviews, etc.
- Update the project schedule as drawings are refined and better, more current information is obtained. Progress updates are 'real time' to keep the team fully abreast.
- In conjunction with scheduling activities, identify long-lead materials and equipment items.
- Make recommendations regarding early purchasing commitments necessary for schedule compliance.
- Develop an expediting process to ensure timely submittals and delivery for all material and equipment items.

Novel Builders utilizes Microsoft Project software programs on all of our projects. The design and flexibility of this software allows the Team to play the "what if" game and to know where modifications can be addressed or how the schedule can be re-sequenced to incorporate or mitigate disruptions to specific activities. This is most advantageous when dealing with changes in the work, unexpected material delays, unforeseen weather interruptions, etc., especially those that occur at a later date in the project.





Novel Builders
600 S Sherman St
Suite 124
Richardson, TX 75081
214.884.8810

www.NovelBuilders.com



INTERNATIONAL LEADERSHIP OF TEXAS



RFQ 21-005 Construction Management Services
International Leadership of Texas
Submittal Date: 06/01/2021
2:00 P.M.

Mr. Charles Klein
International Leadership of Texas
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

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Application Signature





May 28, 2021

Mr. Charles Klein
International Leadership of Texas
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

**RE: RFQ 21-005 for Construction Management Services
Headquarters, Three K-8s, High School, JROTC, and Portables Project**

Dear Mr. Klein:

Thank you for the opportunity to present our proposal for this RFQ. We have the resources and experience to be a one-stop-shop and be your partner on all of the above-mentioned projects.

Key Construction has immense experience in educational construction. We also have a wonderful relationship with ILTexas, having completed the K-8 in College Station, Temporary High School also in College station, along with the soon to be completed Katy Westpark Expansion. Our team's knowledge and constant communication with Pivot North and ILTexas will, again, make this a very successful and painless program.

We feel that our previous projects with ILTexas have been very successful. Consequently, Key has included team members from previous projects in this proposal, including Project Executives – Chris Beasley and Scott Casebolt, Preconstruction Manager – Zack Siegrist, Estimator – Logan Wells, Senior Project Manager – Doug Ricke, Project Managers – Jared Hynek and Brent Weckar, Superintendents – Ernest Bruno and Ross Huney, along with General Superintendent – Larry Bodley, all of whom will participate in the projects included in this proposal. Their wealth of knowledge and experience will provide immense value to the program. Plus, they have completed several other charter school projects over the last 3 years, adding experience and value to our team.

Furthermore, as you will see from our provided information, Key has a long and successful track record in projects with a CMAR type delivery method. Our preconstruction services and early budgeting assure there are no surprises for the team. Zack Siegrist and our preconstruction team have a wealth of cost history and over 10,000 subcontractors and vendors in our database to assure the best value for ILTexas. We are well-versed at working with Pivot North Architecture and your team to get the most efficient design possible for the project budget and schedule, while continually communicating with the team along the way. Communication is key at all stages of the construction process, but it is paramount during the preconstruction phase, and our constant updates and collaboration ensure success on this front.

Key has a track record of performing successful construction projects across Texas and the continental United States. The collaboration between our Fort Worth operations and National operations gives us a unique ability to draw from different resource pools. We have staff who travel to remote sites full-time, so manning the multiple project locations is not an issue. Key regularly works at any given time on 15-20 project sites that are not in the vicinity of our office locations. Also, our preconstruction team has the experience across the Texas markets to draw the correct resources for the project, even outside of Texas, if necessary.

During the construction phase, the project team will use our Procore web-based management system to ensure the entire team has real-time access to all information regarding the project. We track all RFI's, submittals, design changes, costs, quality control items, and correspondence in this system so it is available to the entire team, trade foreman to design principal, anytime, anywhere. We believe this is the best tool available to make sure nothing gets lost in the fast-paced environment of this project. There is no better tool for project controls and our project management team is at the top of their game keeping tabs on all items to ensure successful delivery.

Speaking of delivery, on-time delivery for your education project is not a goal, it's an expectation. The facility must be ready for your enrollment and tours and we can assure you that with constant communication between the team. We will schedule and track all items from the 1st portion of the design, thru punchlist to assure on-time delivery. Our teams are the best in the business at driving a schedule and getting buy-in from all parties. Expectations are set up front, tracked on a daily and weekly basis, and adjusted as needed to meet your needs.

We are very excited about the opportunity to visit with you further about your exciting projects. The size and scope of work fit very well for us, and our ability to service all of the projects will be a great value to all stakeholders. Thank you for your consideration and please do not hesitate to contact us.

Respectfully Submitted,
Key Construction, Inc.



Scott Casebolt
President



International Leadership of Texas NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ 21-005 FOR CONSTRUCTION MANAGEMENT SERVICES

Closing Date & Time:

June 1, 2021
2:00PM

Contact Information:

Charles Klein
Email: cklein@iltexas.org;
construction@iltexas.org
Tel: (972) 479-9078
Fax: (972) 479-9129
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Request Issued By:

International Leadership
of Texas
(The School)

Contract Period:

Not Applicable
Submittals will be
evaluated after receipt.

Date of Publication:

May 21, 2021

Purpose of Request for Qualifications

Architectural services are required for a new high school building, a new JROTC building, and any and all portables installations through the 2022-23 school year for International Leadership of Texas. This RFQ will allow the School to select the most highly qualified company for its **Headquarters, three K-8s, High School, JROTC, and Portables Projects.**

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, company and/or any principal of the company on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Key Construction, Inc.

 Name of Proposing Organization

741 W. 2nd

 Address

Wichita, KS 67203

 City, State, Zip

316-263-9515

 Telephone Number of Authorized Representative

316-263-1161

 Fax Number of Authorized Representative

May 28, 2021

 Date



 Signature of Authorized Representative

Scott Casebolt

 Printed Name of Authorized Representative

President

 Position or Title of Authorized Representative

General Information

1. General Information

a. Provide general information for your Company.

Company Name: Key Construction, Inc.

Address: 741 W. 2nd

City: Wichita State: Kansas Zip: 67203

b) Contact Person

Contact No. 1

Name: Scott Casebolt

Title: President

Telephone: 316-263-9515 Fax: 316-263-1161

Email address: shcasebolt@keyconstruction.com

Contact No. 2

Name: Zack Siegrist

Title: Vice President of Preconstruction Services

Telephone: 316-263-9515 Fax: 316-263-1161

Email address: siegristz@keyconstruction.com

c) Type of organization: Corporation





Felony Conviction Disclosure Statement

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

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

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

Key Construction, Inc.

Vendor's Name



Signature of Authorized Company Official

Scott Casebolt - President, Wichita and National Accounts

Authorized Company Official's Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center; margin: 0;">OFFICE USE ONLY</p> <p style="margin: 0;">Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 2em; color: red; margin: 10px 0;">M A</p> <p style="text-align: center; margin: 0;">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px; text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-top: 10px; text-align: right;"> _____ Date </p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	David E. Wells	Social Security	# 509-52-6249
	Kenneth A. Wells		509-52-6201

III.

As required by Section 231.006, the undersigned certifies the following:

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



 Signature
 Scott Casebolt

 Printed Name

President - Wichita & National Accounts

 Title
 05/27/2021

 Date

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0; color: blue;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
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Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KEY CONSTRUCTION, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	5 Address (number, street, and apt. or suite no.) See instructions. 741 W 2ND ST N	Requester's name and address (optional)
	6 City, state, and ZIP code WICHITA, KS 67203	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] - [] [] [] []</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">4 8 - 1 0 3 8 5 8 1</td> <td></td> </tr> </table>	Social security number		[] [] [] - [] [] - [] [] [] []		or		Employer identification number		4 8 - 1 0 3 8 5 8 1	
Social security number											
[] [] [] - [] [] - [] [] [] []											
or											
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4 8 - 1 0 3 8 5 8 1											

Part II Certification Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	
Sign Here Signature of U.S. person ▶ Jennifer Evans	Date ▶ 05/04/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
- Form 1099-INT (interest earned or paid)



NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT	
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> I certify that the above information is true and correct. <input checked="" type="checkbox"/> YES 	

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS	
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<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	X
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

CLEAN AIR & WATER ACT CERTIFICATION	
(This is a Federal requirement)	
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

<p>CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.</p>

Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit StandardForm-LLL, "Disclosure of Lobbying Activities" Form in accordance with its instructions.

(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check applicable box	<input checked="" type="checkbox"/>
• I (We) certify that our company has not been debarred and is not participating in lobbying activities.	X
• See attached explanation and complete disclosure forms.	

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: Scott Casebolt, President- **Company Name:** Key Construction, Inc.
Original Wichita & National Accts
Signature:  **Date** 5-28-21





Company Background

Year present company established: 1978

Name of parent company, if any: N/A

Address: 741 W. 2nd Street, Wichita, KS 67205

Principle in Charge: David E. Wells - President; Kenneth A. Wells, Chairman of the Board; Rick McCafferty, CEO

Former company name(s), if any, and year(s) established: N/A

Number of employees in company locally: 75

Total number of employees in company (all office locations): 150

Who will be your designated representative assigned to the School?: Doug Ricke

Who is the Senior member of the company assigned to the School?: Scott Casebolt

Number of persons with the company: 150

Insurance Requirements:

We have been with Lockton Companies for nearly 15 years. A sample certificate of insurance is included.

Claims:

We have been involved in some minor litigation due to the normal course of business. These issues are collection based, involving Key Construction's attempt to collect funds unpaid to our company. These cases pose no risk to our operations or will materially impact our Balance Sheet.

We Work All Over





CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)
10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER B : The First Liberty Insurance Corporation</td> <td>33588</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : LM Insurance Corporation	33600	INSURER B : The First Liberty Insurance Corporation	33588	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :
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INSURER D :														
INSURER E :														
INSURER F :														
INSURED 1072204 KEY CONSTRUCTION, INC. 741 WEST SECOND WICHITA KS 67203														

COVERAGES KEYCO01 **CERTIFICATE NUMBER:** 2762758 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	TB7-Z91-468083-030	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS6-Z91-468083-010	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	US00095247LI20A	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6-Z91-468083-020	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PROJECT NAME AND LOCATION; INCLUDE CONTRACTOR, THE OWNER, AND ITS ARCHITECTS AND/OR ENGINEERS AS ADDITIONAL INSURED AS RESPECTS LIABILITY COVERAGE; INSURANCE TO BE PRIMARY & NON-CONTRIBUTORY

CERTIFICATE HOLDER

2762758
 KEY CONSTRUCTION, INC.
 741 WEST SECOND
 WICHITA KS 67203

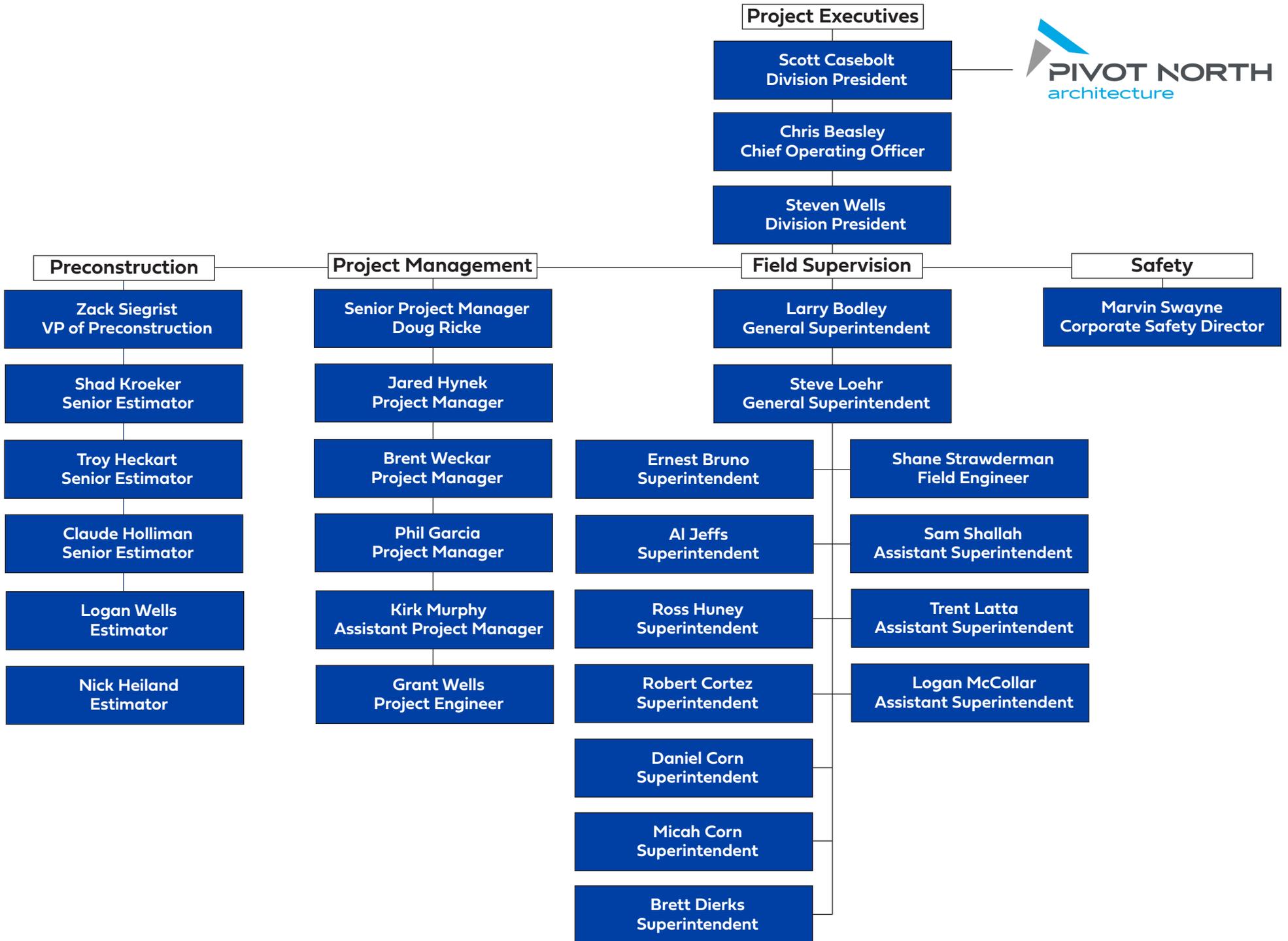
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SCOTT CASEBOLT

PRESIDENT
PROJECT EXECUTIVE

ABOUT ME

Scott provides direct involvement in your project at the executive level. He oversees all team members and ensures that all Key corporate assets and tools are brought to bear on your project. Scott, as needed, will engage Key Construction's subject matter experts from other projects and regional offices for technical expertise. Key is proud to set ourselves apart from other construction companies by our high level of executive involvement in every project. He has been with Key for 22 years.

EDUCATION

PITTSBURG STATE UNIVERSITY - *Pittsburg, KS*

Bachelor of Science in Construction Management

PROJECT EXPERIENCE

ILT Katy Westpark Expansion - *Richmond, TX*

\$7,836,279

ILT Temporary High School - *College Station, TX*

\$1,997,964

The Gathering Place Phase 2 - *San Antonio, TX*

\$5,696,826

School of Science and Technology – Champions Campus K-8 - *Houston, TX*

\$12,000,000

IDEA Rise - *Fort Worth, TX*

\$14,837,000

USD #259 Future Readiness Center - *Wichita, KS*

\$989,714

Jubilee Westwood K-8 Remodel - *San Antonio, TX*

\$1,676,832

USD #259 Heights High School - *Wichita, KS*

\$9,141,000

USD #259 Wells / Greiffenstein School - *Wichita, KS*

\$1,476,000

Icon Apartment Homes at Ferguson Farms Phase 1 - *Bozeman, MT*

\$36,600,000

Icon Apartment Homes at Ferguson Farms Phase 2 - *Bozeman, MT*

\$23,717,942

Cargill Protein - *Wichita, KS*

\$60,000,000

Meritrust Credit Union Headquarters - *Wichita, KS*

\$10,800,000

WSU Old Town Nursing Tech School - *Wichita, KS*

\$2,600,000

Heartland Cardiology - *Wichita, KS*

\$8,600,000

Ambassador Hotel - *Wichita, KS/ Kansas City, MO*

Wichita - \$14,800,000

Kansas City - \$5,535,000

Wiley Plaza Apartments - *Hutchinson, KS*

\$9,900,000

Cingular Call Center - *Lafayette, LA*

\$12,700,000

Ft. Sill - Privatization of Army Lodging - *Lawton, OK*

\$10,754,000



PROJECT EXPERIENCE



CHRIS BEASLEY

CHIEF OPERATING OFFICER



ABOUT ME

Chris is a graduate of Pittsburg State University with a Bachelor of Science degree in Construction Engineering. He is the main point of contact and he knows the status of all critical details at any point during the project. Chris is very effective at expediting all aspects of the project to ensure schedules and budgets are met or beaten.



EDUCATION

PITTSBURG STATE UNIVERSITY - *Pittsburg, KS*

Bachelor of Science in Construction Engineering

International Leadership School of Texas - *College Station, TX*
\$15,100,000

ILT Katy Westpark Expansion - *Richmond, TX*
\$7,836,279

ILT Temporary High School - *College Station, TX*
\$1,997,964

Hilton Garden Inn - *San Antonio, TX / Denison, TX*
San Antonio - \$11,600,000
Denison - \$12,500,000

Nustar Lab - *ELDorado, KS*
\$2,400,000

Marine World - *Wichita, KS*
\$1,782,000

Sutton Place Facade - *Wichita, KS*
\$1,782,000

Kwik Shop - *Wichita, KS*
\$1,400,000

Eagle Point Retail - *Wichita, KS*
\$1,100,000

Aurora Town Center - *Aurora, CO*
\$8,000,000

The Douglas - *Wichita, KS*
\$41,000,000

Eddy's Toyota - *Wichita, KS*
\$7,500,000

Hampton Inn - *Lone Tree, CO*
\$6,050,000

Rusty Eck Ford Detail Shop - *Wichita, KS*
\$425,000

Baden Hall - *Winfield, KS*
\$3,100,000

Mundinger Hall - *Winfield, KS*
\$1,200,000

Madison Avenue Residences - *Wichita, KS*
\$3,300,000

Catholic Charities Private Care Facility - *Wichita, KS*
\$1,700,000

Andover City Hall - *Andover, KS*
\$3,600,000

Hampton Inn and Suites - *Lone Tree, CO*
\$6,200,000

Gracepoint Church - *Wichita, KS*
\$3,000,000

Riverwalk Church of Christ - *Wichita, KS*
\$650,000

Northrock Office Building - *Wichita, KS*
\$6,000,000

Warren Theatre East - *Wichita, KS*
\$18,000,000

Kenmar Shopping Center - *Wichita, KS*
\$2,800,000

Office Max - *Wichita, KS*
\$1,800,000



STEVEN WELLS

DIVISION PRESIDENT

ABOUT ME

Steven graduated from Kansas State University with a Bachelors Degree in Construction science. He has been critical in infusing technology into all facets of Key Construction's operations and carries that passion for innovation into his role in DFW. Steven's dedication and personal involvement in providing owners with the best service has led him to become the Texas Division President.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*

Bachelors Degree in Construction Science

PROJECT EXPERIENCE

International Leadership School of Texas - *College Station, TX*

\$15,100,000

IDEA Rise - *Fort Worth, TX*

\$14,837,000

Harmony Science Academy - *Grand Prairie, TX*

\$6,400,000

Newman Academy Renovations - *Arlington, TX*

\$760,000

Schulman's Movie Bowl Grille - *Sherman, TX*

\$12,790,000

Grand Prairie Fire Station #6 & #4 - *Grand Prairie, TX*

\$4,400,000

Wichita Dwight D Eisenhower National Airport - *Wichita, KS*

\$106,000,000



ZACK SIEGRIST

VICE PRESIDENT OF PRECONSTRUCTION

ABOUT ME

Zack is responsible for oversight of the entire preconstruction process and places an emphasis on transparency. He engages with owners, designers, and other stakeholders to identify and understand the project needs from all parties. He establishes goals and guidelines for the project team and subcontractors by overseeing realistic project cost estimates and constructability reviews. The most important skill Zack brings to the team is the ability to listen. He engages with clients to understand their needs and their vision for the project and ensure that vision is captured in the budget and project documents. Zack's extensive relationships in the regional subcontractor and supplier marketplace mean your project will receive significant interest and bids which directly translates to savings. He has been with Key for 21 years.

EDUCATION

PITTSBURG STATE UNIVERSITY - Pittsburg, KS

Bachelor of Science in Engineering Technology

ILT Katy Westpark Expansion - Richmond, TX
\$7,836,279

International Leadership School of Texas - College Station, TX
\$15,100,000

ILT Temporary High School - College Station, TX
\$1,997,964

The Gathering Place Phase 2 - San Antonio, TX
\$5,696,826

USD #259 Future Readiness Center - Wichita, KS
\$989,714

School of Science and Technology - Champions Campus K-8 - Houston, TX
\$12,000,000

IDEA Rise - Fort Worth, TX
\$14,837,000

Jubilee Westwood K-8 Remodel - San Antonio, TX
\$1,676,832

USD #259 Heights High School - Wichita, KS
\$9,141,000

USD #259 Wells / Greiffenstein School - Wichita, KS
\$1,476,000

WSU Old Town Nursing Tech School - Wichita, KS
\$2,600,000

Bradley Fair Retail - Multiple Tenants - Wichita, KS
\$40,000,000

Meritrust Credit Union Headquarters - Wichita, KS
\$10,800,000

Heartland Cardiology - Wichita, KS
\$8,600,000

Chicken N Pickle - Wichita, KS
\$8,700,000

Greenwich Place - Wichita, KS
\$20,000,000

Eddy's Toyota - Wichita, KS
\$7,500,000

Alef's Harley-Davidson - Wichita, KS
\$4,800,000

NewMarket Square - Multiple Tenants - Wichita, KS
\$10,000,000

Hesston Recreation - Hesston, KS
\$4,709,000

LDF Corporate Headquarters - Wichita, KS
\$6,000,000

Moeller Dermatology - Wichita, KS
\$1,617,000

Mid-America Orthopedics - Wichita, KS
East Wichita - \$2,200,000
West Wichita - \$1,700,000

Home Bank and Trust - Wichita, KS
\$1,500,000

Barnes and Noble - Bradley Fair - Wichita, KS
\$2,400,000

Dillions Marketplace - Andover, KS
\$7,300,000

Kanza Bank - Regency Lakes - Wichita, KS
\$2,450,000



DOUG RICKE

SENIOR PROJECT MANAGER

ABOUT ME

Doug is a graduate of Kansas State University with a degree in Construction Science and Management. He has been working in the construction field for 10 years. Doug has completed Infection Control Risk Assessment training. As Project Manager, Doug provides direction to the on-site project team. Among his primary roles is communication - he will serve as liaison to the Owner, Program Manager, Architect, Engineers and other stakeholders to facilitate all construction activities.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*

Bachelor of Science in Construction Science and Management

PROJECT EXPERIENCE

International Leadership School of Texas - *College Station, TX*
\$15,100,000

ILT Katy Westpark Expansion - *Richmond, TX*
\$7,836,279

Great Hearts Lakeside - *Fort Worth, TX*
\$8,780,000

School of Science and Technology - **Champions Campus K-8** - *Houston, TX*
\$12,304,559

The Gathering Place Phase 2 - *San Antonio, TX*
\$5,696,826

IDEA Rise - *Fort Worth, TX*
\$14,837,000

Jubilee Westwood K-8 Remodel - *San Antonio, TX*
\$1,677,000

Wichita State University Old Town Campus - *Wichita, KS*
\$2,561,560

The Douglas - *Wichita, KS*
\$41,000,000

Pioneer Manor - *Hugoton, KS*

Waste Water Treatment Plant - *Dodge City, KS*

KC46A Upgrades - *Wichita, KS*

Vance Air Force Base New Control Tower - *Enid, OK*

Chapel Hill United Methodist Church - *Wichita, KS*

Stone Pointe Apartments - *Manhattan, KS*

Ronald Reagan Building 3-6 Remodel - *Wichita, KS*



JARED HYNEK

PROJECT MANAGER

ABOUT ME

Jared is a graduate of Kansas State University with a degree in Construction Management. He will assist with all members of the project team. He provides support for Scott ensuring all project documentation is continually up-to-date, and all schedule and quality expectations are met.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*

Bachelor of Science in Construction Science and Management

PROJECT EXPERIENCE

The Gathering Place Phase 2 - San Antonio, TX
\$5,696,826

Great Hearts Lakeside - Fort Worth, TX
\$8,780,000

Hobby Lobby - Topeka, KS

School of Science and Technology - Champions Campus K-8 - Houston, TX
\$12,304,559

IDEA Rise - Fort Worth, TX
\$14,837,000

Jubilee Westwood K-8 Remodel - San Antonio, TX
\$1,677,000

Wichita Dwight D. Eisenhower Airport - Wichita, KS
\$107,000,000

The Douglas - Wichita, KS
\$41,000,000

Greenwich Place Phase 2 & 3 - Wichita, KS
\$11,000,000

Intrust Bank Arena Improvements Entrance C - Wichita, KS
\$1,630,000

Steinmart - Greenwich Place - Wichita, KS
\$3,200,000

Ross Dress For Less - New Market Square - Wichita, KS
\$1,200,000



PROJECT EXPERIENCE

Brent Weckar

PROJECT MANAGER



ABOUT ME

Brent brings over 20 years of experience to your project, successfully managing projects in all construction sectors. He is an expert in all aspects of the project life cycle, from partnering with owners and architects during the initial design phase, through project closeout and warranty services. Brent will provide management oversight and quality control for all phases of the construction project, ensuring that specifications are followed and work proceeds on schedule and within budget.



EDUCATION

TEXAS TECH UNIVERSITY - *Lubbock, TX*

Bachelor of Science in Construction Engineering

ILT Temporary High School

\$1,997,964

City of Arlington Southeast Rec Center - Arlington, TX

\$24,000,000

Hopkins County Safety Rest Area

\$10,000,000

The Marq Southlake Champions Club

\$34,700,000

Southlake Tennis Center

\$6,600,000

American Board of OBGYN

\$3,500,000

Fort Worth P. D. Mounted Patrol Facility

\$3,300,000

Hunter Plaza Apartments & Parking Garage

\$22,000,000

Capital One New Office Complex

\$68,000,000

Bell Helicopter Headquarters

\$47,500,000

Texas Tech Student Union

\$35,500,000

TTU Child Development Research Center

\$6,420,000

Covenant SER Addition / Renovation

\$20,500,000

Roswell Family Health Care

\$2,800,000

Vista Bank

\$1,600,000

Raider Park Retail Development

\$1,300,000

Cash Register Services Office

\$1,800,000

Muleshoe Jr. High & Elementary Expansion

\$5,300,000

Lockney High School Reconstruction

\$4,400,000

United Supermarkets Ice Plant

\$1,700,000

City of Lubbock Youth Sports Complex

\$11,800,000



PHIL GARCIA

PROJECT MANAGER

ABOUT ME

Phil graduated from Texas A&M University with a Bachelor of Science in Construction Science. He is also an OSHA 10 card holder. Phil provides management oversight and quality control for all phases of the construction project, ensuring that specifications are followed and work proceeds on schedule and within budget.

EDUCATION

TEXAS A&M UNIVERSITY - College Station, TX

Bachelor of Science in Construction Science

PROJECT EXPERIENCE

Dallas ISD Hillcrest High School - Dallas, TX
\$30,000,000

Dallas ISD W.T. White High School - Dallas, TX
\$14,500,000

Dallas ISD Anne Frank Early Childhood Center - Dallas, TX
\$4,500,000

Dallas ISD Lincoln High School (Magnet) - Dallas, TX
\$2,200,000

Dallas ISD T.W. Browne Middle School - Dallas, TX
\$1,500,000

Gateway Church Southlake Campus (Performing Arts Suite) - Southlake, TX
\$300,000

DISD Brooker T. Washington High School - Dallas, TX
\$820,000

Fred Moore Day Nursery School - Denton, TX
\$500,000

Fort Worth ISD Young Women's Leadership Academy - Fort Worth, TX
\$4,200,000

Dallas ISD Raul Quintanilla Sr. Middle School / Louis Wolff Kahn Elementary School - Dallas, TX
\$4,000,000

Great Hearts Tavolo K-8 - Fort Worth, TX
\$8,570,651



SHAD KROEKER

SENIOR ESTIMATOR

ABOUT ME

Shad extensive and diverse experience in establishing and maintaining budgets throughout the construction process makes him an asset to the team. He will work with the design team to determine the most efficient, functional, and cost-effective type of construction for your project. He will also work closely with the subcontracting community to ensure all cost measures, including material escalation, are identified early and maintained from design to construction. Shad is ASHE certified and has completed Infection Control Risk Assessment training.

EDUCATION

UNIVERSITY OF KANSAS - *Lawrence, KS*

PROJECT EXPERIENCE

Ronald McDonald House Charities - *Wichita, KS*

Center Industries - *Wichita, KS*

Wesley Pharmacy Renovation - *Wichita, KS*

Wesley 11th Floor Tower Renovation - *Wichita, KS*

Wesley NUC-Med - *Wichita, KS*

Wesley 9 Tower IMU - *Wichita, KS*

Andover Family Medicine - *Andover, KS*

Wichita State University Old Town Nursing Tech School - *Wichita, KS*

Ronald Reagan Building Renovation - *Wichita, KS*

Distillery 244 at Old Town - *Wichita, KS*

Ross Dress for Less / TJ Maxx - *Derby, KS*

Ross Dress for Less - *Wichita, KS*

Mardel Christian Store - *Wichita, KS*

Kansas Medical Center Remodel - *Wichita, KS*



TROY HECKART

SENIOR ESTIMATOR

ABOUT ME

Troy is a graduate of K-State University with a degree in Construction Science and has been with Key for nearly 30 years. He is responsible for the development of the overall construction estimate, including implementation and coordination of all bidding procedures and the management of the estimating process.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*
Bachelor of Science in Construction Science

PROJECT EXPERIENCE

Wichita State University Marcus Welcome Center - *Wichita, KS*
\$4,500,000

Wichita State University Renovation - *Wichita, KS*
\$12,000,000

Wichita Dwight D. Eisenhower Airport - *Wichita, KS*
\$109,000,000

Andover Middle School - *Andover, KS*
\$10,700,000

Augusta Schools - *Augusta, KS*
\$2,700,000

Clearwater High School - *Clearwater, KS*
\$14,000,000

Washington Elementary - *Wichita, KS*
\$6,000,000

Heights High School - *Wichita, KS*
\$8,193,000

Horace Mann Elementary - *Wichita, KS*
\$6,000,000

Douglass School - *Douglass, KS*
\$6,100,000

Independent School - *Wichita, KS*
\$3,200,000

Pratt High School - *Pratt, KS*
\$11,520,000



CLAUDE HOLLIMAN

SENIOR ESTIMATOR

ABOUT ME

Claude has worked with estimating in the construction industry since 1986. He has a successful record working on projects ranging in size from \$1 million to over \$96 million and virtually every type of construction. Claude will work with the design team to determine the most efficient, functional, and cost-effective type of construction for the City of Anna. He will also work closely with the subcontracting community to ensure all cost measures, including material escalation, are identified early and maintained from design to construction. Claude's extensive and diverse experience in establishing and maintaining budgets throughout the construction process makes him an asset to the CMAR team.

EDUCATION

TEXAS A&M UNIVERSITY - *College Station, TX*

Bachelor of Science in Building Construction

PROJECT EXPERIENCE

Great Hearts Lakeside - *Fort Worth, TX*

\$8,780,000

Founders Classical Academy of Flower Mound - *Flower Mound, TX*

\$7,130,000

Harmony Science Academy - *Grand Prairie, TX*

\$6,700,000

Smithfield Middle School Gym Addition - *North Richland Hills, TX*

\$8,780,000

Collin Creek Condominium Tower - *Plano, TX*

\$96,000,000

Dallas Lite & Barricade New Headquarters - *Dallas, TX*

\$67,000,000

Westlake Entrada Plaza - *Westlake, TX*

\$54,500,000

Moxy Hotels - *Dallas, TX*

\$25,000,000

Jackson Apartments - *Dallas, TX*

\$17,500,000

Dallas Morning News Lease Space - *Dallas, TX*

\$8,500,000

Cabana Residential Tower & Garage - *Dallas, TX*

\$6,500,000

Hickory Four Mercer Crossing Office - *Farmers Branch, TX*

\$5,700,000

Riverwalk Shell Office Building 1 & 2 - *Flower Mound, TX*

\$5,450,000

First United Methodist Church (Children's Building) - *Coppell, TX*

\$3,270,000

Jackson Street Parking Garage - *Dallas, TX*

\$20,500,000

Westlake Entrada Office / Retail / Garage - *Westlake, TX*

\$12,500,000

Meridiana Recreation Center - *Houston, TX*

\$9,500,000

Humble Area Baptist Church (Children's Building) - *Humble, TX*

\$2,400,000

JPS Medical Home Facility - *Arlington, TX*

\$5,275,000



LARRY BODLEY

GENERAL SUPERINTENDENT

ABOUT ME

Larry brings over 20 years of construction experience to your project. He will be responsible for all field construction activities on the project. Larry will provide management expertise to ensure quality construction, schedule commitments, jobsite safety, subcontractor coordination and overall project coordination.

PROJECT EXPERIENCE

International Leadership School of Texas - College Station, TX
\$15,100,000

The Gathering Place Phase 2 - San Antonio, TX
\$5,696,826

ILT Katy Westpark Expansion - Richmond, TX
\$7,836,279

School of Science and Technology – Champions Campus K-8 - Houston, TX
\$12,304,559

IDEA Public Schools - Fort Worth, TX
\$14,607,000

Wichita Dwight D. Eisenhower Airport - Wichita, KS
\$109,000,000

The Douglas - Wichita, KS
\$41,000,000

Waterwalk Place - Wichita, KS
\$23,500,000

Hilton Garden Inn - San Antonio, TX
\$11,500,000

Hyatt Place - The Woodlands, TX
\$12,100,000

Chisholm Lake Apartments - Wichita, KS
\$17,000,000

Privatization of Army Lodging - Lawton, OK
\$8,500,000

Cypress Springs Alzheimers Center - Wichita, KS
\$4,634,000

Ronald Reagan Building (Phase 2) - Wichita, KS
\$1,400,000



STEVE LOEHR

GENERAL SUPERINTENDENT

ABOUT ME

Steve provides an additional layer of support for the field team, bringing over 25 years of widely varied field experience to the group. He will be responsible for all field construction activities on the project. Steve will provide management expertise to ensure quality construction, schedule commitments, jobsite safety, subcontractor coordination and overall project coordination. He has extensive experience with large, multi-building and multi-phase projects. Steve's attention to detail means no part of your project will be overlooked. His experience also means he can identify potential problems before they arise. Steve's diverse project background makes him an invaluable asset to Key, as he provides mentorship and guidance for the entire team.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*

Bachelor of Science in Construction Management

PROJECT EXPERIENCE

Sprouts Grocery - *Wichita, KS*

Sam's Club - *Wichita, KS*

Dillon's Marketplace - *Hutchinson, KS*

Walmart Express - *Clearwater, KS*

Parkside Psychiatric Hospital - *Tulsa, OK*

Cypress Springs Memory Care - *Wichita, KS*

Sedgwick County Fire Station #35 & EMS Post - *Goddard, KS*

Airbus & Airbus Expansion - *Wichita, KS*

Hotel at Old Town - *Wichita, KS*

Eaton Place Apartments - *Wichita, KS*

Icon Apartments - *Bozeman, MT*

Wichita State University Old Town Nursing Tech School - *Wichita, KS*

Colorado Derby Lofts - *Wichita, KS*

Ross Dress For Less & TJ Maxx - *Derby, KS*

Hobby Lobby - *Derby, KS*

Wesley Woodlawn Connector - *Wichita, KS*

Douglas Block Parking Garage - *Wichita, KS*

Advanced Pain Medicine Associates - *Wichita, KS*

Family Health and Rehabilitation - *Wichita, KS*



MARVIN SWAYNE

CORPORATE SAFETY DIRECTOR

ABOUT ME

Marvin's construction safety management experience includes corporate, division and individual project responsibilities. He has over 20 years of construction experience in the safety field. He is responsible for the development, implementation, administration, and management of a comprehensive safety program for Key Construction at all office and construction site locations.

CERTIFICATIONS & AFFILIATIONS

Certified Safety Professional (CSP)

Construction Health and Safety Technician (CHST)

American Society of Safety Engineers Professional Member (ASSE)

National AGC Safety and Health Committee

Emergency Medical Technician (EMT)

Radiation Safety Officer (RSO)

Construction Outreach Trainer (OSHA 10 and OSHA 30)

ICRA Certified



PROJECT EXPERIENCE

Arlington ISD Enterprise Centre - Arlington, TX
\$11,956,302

Grand Prairie Fire Station #4 - Grand Prairie, TX
\$3,979,995

Grand Prairie Fire Station #6 - Grand Prairie, TX
\$1,020,000

JPS Patient Medical Home - Euless, TX
\$8,557,706

Kroger Store #576 - Fort Worth, TX
\$18,100,000

Creekside Phase 1 & 2 - Dallas, TX
\$3,600,000

White Rock Crossing - Plano, TX
\$3,000,000

North Texas Team Surgery - Mesquite, TX
\$1,000,000

MICAH CORN

SUPERINTENDENT



ABOUT ME

Micah brings over 22 years of construction experience to this project. He will facilitate communication between all trades to ensure all quality expectations are met and the project is completed on schedule.





PROJECT EXPERIENCE

The Gathering Place Phase 2 - San Antonio, TX
\$5,696,826

Great Hearts Lakeside - Fort Worth, TX
\$8,780,000

Northwest ISD Primary/Secondary Data Center - Roanoke, TX
\$5,775,000

Verizon IPTV Data Buildout - Arlington, TX
\$1,466,716

HCA Medical Center Lewisville - Lafayette, LA
\$68,000,000

HCA Women & Children's Hospital - Lafayette, LA
\$40,000,000

Baylor Medical Center - Frisco, TX
\$20,000,000

Baylor Medical Center - Plano, TX
\$10,000,000

Baylor Emerus Hospital - Murphy, TX
\$8,400,000

Medical Office Building - Waxachachie, TX
\$15,000,000

Bryan Tower Remodel - Dallas, TX
\$10,000,000

Brother Bills Helping Hand - Dallas, TX
\$5,000,000

DANIEL CORN

SUPERINTENDENT



ABOUT ME

Daniel brings over 16 years of construction management experience to your project. He is a proficient communicator and continually maintains excellent relationships with owners, architects, and subcontractors. Daniel's technical healthcare experience translates well to the education market with his attention to detail and great coordination.



ERNEST BRUNO

SUPERINTENDENT

ABOUT ME

Ernest has 28 years of construction experience and he will bring that to your project. He will facilitate communication between all trades to ensure all quality expectations are met and the project is completed on schedule.

EDUCATION

TEXAS A&M UNIVERSITY - College Station, TX

Bachelor of Arts

PROJECT EXPERIENCE

ILT Katy Westpark Expansion - Richmond, TX
\$7,836,279

Spring Branch ISD School - Houston, TX
\$14,500,000

Dallas Charter School - Dallas, TX
\$50,000,000

Katy ISD Schools - Fulshear, TX
\$150,000,000

Fort Bend ISD School - Missouri City, TX
\$53,000,000

Target Strip Mall - Spring, TX
\$50,000,000

Connection Park Office - Irving, TX
\$15,000,000

Golden Nugget Casino *Resort* Spa - Lake Charles, LA
\$400,000,000

U.S. Consulate - Monterrey, Mexico
\$200,000,000

Marina Grande Condominium - South Daytona, FL
\$5,100,000

Bella Vista Condominium - South Daytona, FL
\$3,500,000

Halifax Landing Condominium - South Daytona, FL
\$2,300,000

Bella Riva Condominium - Fort Walton, FL
\$496,000

Beach Club A&B Condominium - Pensacola, FL
\$250,000

Beach Club Condominium - Pensacola, FL
\$997,000

One Water Place Condominium - Destin, FL
\$439,000

Reflections Condominium - Panama City, FL
\$589,000

Mustique - Gulfshores, AL
\$682,000

Everglades on the Bay Condominium - Miami, FL
\$7,400,000



ROSS HUNEY

SUPERINTENDENT

ABOUT ME

Ross brings over 20 years of construction experience to your project. He will be the primary on-site coordinator for the work in the field at the Windmill Lakes High School project. He has great attention to detail. He will facilitate communication between all trades to ensure all quality expectations are met and the project is completed on schedule.

PROJECT EXPERIENCE

Mid-America Orthopedics - *Leawood, KS*

Waukee High School - *Waukee, IA*

Waukee Elementary School - *Waukee, IA*

West Wichita Assisted Living - *Wichita, KS*

Cypress Springs Memory Care - *Overland Park, KS*

St. Bernard Manor Senior Living - *New Orleans, LA*

Hearthstone Senior Living and Memory Care - *Pella, IA*

Hilton Garden Inn - *San Antonio, TX*

Chicken N Pickle - *Oklahoma City, OK*

Sierra Suites Hotel - *Fishkill, NY*

Iowa State University Student Housing - *Ames, IA*

Ritz Carlton Residences - *Vail, CO*

Marriott Courtyard Hotel - *Lebanon, NH*

Hobby Lobby - *Johnstown, CO*

Walmart Neighborhood Market - *Garden City, KS*

Walmart Neighborhood Market - *Alamogordo, NM*

Walmart Neighborhood Market - *Stillwater, OK*



AL JEFFS

SUPERINTENDENT

ABOUT ME

Ross brings over 20 years of construction experience to your project. He will be the primary on-site coordinator for the work in the field at the Windmill Lakes High School project. He has great attention to detail. He will facilitate communication between all trades to ensure all quality expectations are met and the project is completed on schedule.

PROJECT EXPERIENCE

- Mid-America Orthopedics - *Leawood, KS*
- Waukee High School - *Waukee, IA*
- Waukee Elementary School - *Waukee, IA*
- West Wichita Assisted Living - *Wichita, KS*
- Cypress Springs Memory Care - *Overland Park, KS*
- St. Bernard Manor Senior Living - *New Orleans, LA*
- Hearthstone Senior Living and Memory Care - *Pella, IA*
- Hilton Garden Inn - *San Antonio, TX*
- Chicken N Pickle - *Oklahoma City, OK*
- Sierra Suites Hotel - *Fishkill, NY*
- Iowa State University Student Housing - *Ames, IA*
- Ritz Carlton Residences - *Vail, CO*
- Marriott Courtyard Hotel - *Lebanon, NH*
- Hobby Lobby - *Johnstown, CO*
- Walmart Neighborhood Market - *Garden City, KS*
- Walmart Neighborhood Market - *Alamogordo, NM*
- Walmart Neighborhood Market - *Stillwater, OK*



ROBERT CORTEZ

SUPERINTENDENT

ABOUT ME

Robert brings over 28 years of experience to your project. He is fluent in English and Spanish, giving him the ability to have communication skills with owners and subcontractors. His experience will make him a great team member with an architect, engineer, or construction management firm.

EDUCATION

TEXAS A&M UNIVERSITY - College Station, TX

Bachelor of Arts

PROJECT EXPERIENCE

Northwest ISD Secondary Data Center - Roanoke, TX
\$5,775,000

BISD Smithfield Gym - North Richland, TX
\$8,780,000

Hillcrest High School - Dallas, TX
\$35,000,000

WT White High School - Dallas, TX
\$18,000,000

FWISD Lowery Rd Elementary - Fort Worth, TX
\$14,000,000

T.W. Browne Middle School - Dallas, TX
\$9,000,000

T.G. Terry Elementary - North Richland, TX
\$7,000,000

Brooker T. Washington School of Visual & Performance Arts - Dallas, TX
\$3,000,000



BRETT DIERKS

SUPERINTENDENT

ABOUT ME

Brett graduated from Pittsburg State University with a Bachelors Degree in Construction Science. He will provide management expertise to ensure quality construction, schedule commitments, jobsite safety, subcontractor coordination and overall project coordination.

EDUCATION

PITTSBURG STATE UNIVERSITY - *Pittsburg, KS*

Bachelors Degree in Construction Science

PROJECT EXPERIENCE

Chicken N Pickle - *Grand Prairie, TX*

Walmart Neighborhood Market - *Pueblo, CO; Longview, TX; Amarillo, TX*

Pueblo - \$6,960,000

Longview - \$5,000,000

Amarillo - \$4,500,000

Springhill Suites - *Bozeman, MT*

\$9,810,000

Hyatt Place - *The Woodlands, TX*

\$18,000,000

Hilton Garden Inn - *Lincoln, NE*

\$8,600,000

The Block 1 Parking Garage - *Lincoln, NE*

\$5,200,000



Current Clients/Current Projects

We currently have the following education projects under construction:

- Arlington ISD Enterprise Center Renovation – Arlington, TX; Administrative/Support Facility; 90% Complete
- ILT Katy Westpark High School Expansion – Richmond, TX; Charter School; 80% Complete
- The Gathering Place Phase 2 – San Antonio, TX; Charter School; 25% Complete
- Broken Arrow Public School-Oliver Middle School – Broken Arrow, OK; Middle School; 15% Complete

We have provided a list of our jobs in progress.

Jobs in Progress

PROJECT NAME	OWNER	ARCHITECT	CONTRACT AMOUNT	DATE COMPLETE	PERCENT COMPLETE
WESLEY MEDICAL CENTER ON-GOING PROJECTS	WESLEY MEDICAL CENTER	SPANGENBERG PHILLIPS TICE	PROGRESSIVE	ON-GOING	N/A
ELEMENT HOTEL @ TUKWILLA, WA	BLACKRIDGE DEVELOPMENT	JOHNSON BRAUND	\$29,800,000	May-21	90%
RIVER WEST CNI-CONSTRUCTION FOR PHASE 1 @ TULSA, OK	TULSA HOUSING AUTHORITY	KSQ ARCHITECTS	\$14,435,140	August-21	30%
APACHE MANOR APARTMENTS @ TULSA, OK	TULSA HOUSING AUTHORITY	KING ARCHITECTURAL SOLUTIONS	\$11,903,078	June-21	60%
SANDY PARK APARTMENTS @ TULSA, OK	TULSA HOUSING AUTHORITY	1 ARCHITECTURE LLC	\$11,501,536	June-21	60%
ICON APARTMENT HOMES PHASE 2 @ BOZEMAN, MT	BLACKRIDGE DEVELOPMENT	BGO ARCHITECTS	\$22,626,036	February-22	15%
ARLINGTON ISD ENTERPRISE CENTER RENOVATION @ ARLINGTON, TX	ARLINGTON ISD	CORGAN	\$11,956,302	May-21	85%
ILT KATY WESTPARK HIGH SCHOOL EXPANSION @ RICHMOND, TX	INTERNATIONAL LEADERSHIP OF TEXAS	PIVOT NORTH ARCHITECTURE	\$7,836,276	May-21	80%
CRISER, GOUGH & PARRISH OFFICE @ WICHITA, KS	CRISER, GOUGH & PARISH	SPANGENBERG PHILLIPS TICE ARCHITECTURE	\$3,000,000	July-21	35%
CPRF - CONGREGATE BUILDING #1300 @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$749,298	May-21	80%
CPRF - 8-PLEX BUILDING @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$1,273,015	May-21	80%
CPRF - 6-PLEX BUILDING #800 @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$886,939	September-21	10%
CPRF - 6-PLEX BUILDING #600 @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$886,939	February-22	5%
CPRF - 6-PLEX BUILDING #500 @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$886,939	June-22	5%
THE GATHERING PLACE PHASE 2 @ SAN ANTONIO, TX	PERFORMANCE CHARTER SCHOOL	MUSSMAN ARCHITECTS	\$5,800,000	July-21	25%
VERIZON RE-ROOF @ DETROIT, MI	VERIZON BUSINESS	EXP	\$772,852	June-21	40%
BROKEN ARROW PUBLIC SCHOOL-OLIVER MIDDLE SCHOOL @ BROKEN	BROKEN ARROW PUBLIC SCHOOL	BOYNTON WILLIAMS & ASSOCIATES	\$3,924,433	August-21	15%
CHICKEN N PICKLE @ GRAND PRAIRIE, TX	CNP	YAEGER ARCHITECTURE	\$12,200,267	November-21	15%
FIRST MILE @ WICHITA, KS	WS DEVELOPMENT	SPANGENBERG PHILLIPS TICE ARCHITECTURE	\$1,000,000	August-21	5%
VERIZON RE-ROOF @ KNOXVILLE, TN	VERIZON BUSINESS	ENG	\$325,654	June-21	15%
RIVERSIDE PATIO HOMES SITEWORK @ WICHITA, KS	MARKETPLACE PROPERTIES	BAUGHMAN COMPANY	\$1,500,000	July-21	5%
VERIZON FANNIN DECOM @ HOUSTON, TX	VERIZON BUSINESS	WTA, INC.	\$927,651	July-21	10%
VERIZON 60TH STREET HVAC @ OMAHA, NE	VERIZON BUSINESS	WTA, INC.	\$529,064	July-21	10%
VERIZON OFFICE EXPANSION @ CHATTANOOGA, TN	VERIZON BUSINESS	ENG	\$878,454	July-21	10%
VERIZON DECOM @ SALT LAKE CITY, UT	VERIZON BUSINESS	ENG	\$949,876	September-21	5%
LULULEMON - BRADLEY FAIR @ WICHITA, KS	WS DEVELOPMENT	O'NEIL LANGAN ARCHITECTS	\$600,000	September-21	5%
HOBBY LOBBY @ RAPID CITY, SD	HOBBY LOBBY	ROBERT MICHAEL HUGHES	\$895,781	September-21	5%
VERIZON TUCKERTON DECOM @ LITTLE EGG HARBOR, NJ	VERIZON BUSINESS	CB BREEN ASSOCIATES	\$287,014	September-21	5%



Completed Projects / Experience Profile

State number of company's educational projects for each of the following years and total dollar figure:

2017: 6 projects; \$20,532,000
2018: 6 projects; \$27,348,000
2019: 5 projects; \$46,044,000
2020: 6 projects; \$38,980,000

Please list five education-related projects that would be representative of your company's work and services provided within the last three years.

We have provided project information starting on page 46.

List of completed projects involving new construction and renovation of school spaces that have been successfully completed.

We have provided a list of our past 5 years education projects.

List current workload and availability to commence services (as project demand) immediately after being selected by the School.

We provided a list of our jobs in progress behind Tab 5. Key Construction is ready to commence work upon award.

Past 5 Years Education Projects

PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	DATE COMPLETE	MARKET SECTOR
Education					
NORTHWEST ISD PRIMARY NETWORK OPERATIONS CENTER	NORTHWEST INDEPENDENT SCHOOL DISTRICT	HUCKABEE ARCHITECTS	\$2,945,000	February-21	EDUCATION
ILT TEMPORARY HIGH SCHOOL @ COLLEGE STATION, TX	INTERNATIONAL LEADERSHIP OF TEXAS	PIVOT NORTH ARCHITECTURE	\$1,997,964	January-21	EDUCATION
USD 259 FUTURE READINESS CENTER @ WICHITA, KS	WICHITA PUBLIC SCHOOLS	PEC	\$989,714	September-20	EDUCATION
TULSA COMMUNITY COLLEGE STUDENT SUCCESS CENTERS @ TULSA, OK	TULSA COMMUNITY COLLEGE	GH2	\$1,300,000	July-20	EDUCATION
GREAT HEARTS TAVOLO - K-8 CHARTER SCHOOL @ FORT WORTH, TX	GREAT HEARTS AMERICA - TEXAS	HKS INC.	\$8,780,000	August-20	EDUCATION
SMITHFIELD MIDDLE SCHOOL GYMNASIUM ADDITION @ NORTH RICHLAND HILLS, TX	BIRDVILLE INDEPENDENT SCHOOL DISTRICT	VLK ARCHITECTS, INC.	\$8,780,000	August-20	EDUCATION
SCHOOL OF SCIENCE AND TECHNOLOGY @ HOUSTON, TX	PERFORMANCE CHARTER SCHOOL	WRIGHT & DABLIN ARCHITECTS, INC.	\$12,000,000	June-20	EDUCATION
FOUNDERS CLASSICAL ACADEMY OF FLOWER MOUND H.S. @ FLOWER MOUND, TX	RESPONSIVE EDUCATION SOLUTIONS	WRIGHT GROUP	\$7,130,000	June-20	EDUCATION
EDMOND MEMORIAL HIGH SCHOOL FOOTBALL STADIUM @ EDMOND, OK	INDEPENDENT SCHOOL DISTRICT NO. 12	THE STACY GROUP	\$13,730,000	September-19	EDUCATION
HARMONY SCIENCE ACADEMY @ GRAND PRAIRIE, TX	HARMONY PUBLIC SCHOOLS	HEIGHTS VENTURE ARCHITECTS	\$6,429,600	September-19	EDUCATION
ORU NEW RESIDENCE HALL @ TULSA, OK	ORAL ROBERTS UNIVERSITY	KSQ ARCHITECTS	\$9,600,000	August-19	EDUCATION
JUBILEE WESTWOOD K-8 REMODEL @ SAN ANTONIO, TX	PERFORMANCE CHARTER SCHOOL	PIVOT NORTH ARCHITECTURE	\$1,676,832	July-19	EDUCATION
IDEA PUBLIC SCHOOLS - CHERRY LANE @ FORT WORTH, TX	IDEA PUBLIC SCHOOLS	HKS INC.	\$14,607,000	July-19	EDUCATION
BAPS CHILD NUTRITION RENOVATIONS @ BROKEN ARROW, OK	BROKEN ARROW PUBLIC SCHOOLS	GS HELMS & ASSOCIATES	\$530,539	October-18	EDUCATION
PERFORMANCE CHARTER SCHOOL NEWMAN ACADEMY REMODEL @ ARLINGTON, TX	PERFORMANCE CHARTER SCHOOL DEVELOPMENT	HEIGHTS VENTURE	\$749,000	October-18	EDUCATION
TULSA UNIVERSITY KEPLINGER HALL RENOVATIONS PHASE 5 @ TULSA, OK	TULSA UNIVERSITY	HASTING & CHIVETTA	\$1,522,726	September-18	EDUCATION
INTERNATIONAL LEADERSHIP OF TEXAS K-8 @ COLLEGE STATION, TX	GRHH PERFORMANCE COLLEGE STATION	PIVOT NORTH ARCHITECTURE	\$14,984,763	August-18	EDUCATION
TULSA UNIVERSITY FOOTBALL LOCKER ROOM REMODEL @ TULSA, OK	THE UNIVERSITY OF TULSA	HASTING & CHIVETTA	\$532,445	May-18	EDUCATION
EDMOND MEMORIAL HIGH SCHOOL GYM/ATHLETIC MODIFICATIONS/BAND ROOM ADDITION @ EDMOND, OK	EDMOND PUBLIC SCHOOLS	CSBS ARCHITECTS	\$9,027,000	April-18	EDUCATION
SANTA FE HIGH SCHOOL FIELD HOUSE AND CLASSROOMS @ EDMOND, OK	EDMOND PUBLIC SCHOOLS	THE STACY GROUP	\$4,708,000	December-17	EDUCATION
MOORE NORMAN TECHNOLOGY CENTER IEC RENOVATION @ NORMAN, OK	MOORE NORMAN TECHNOLOGY CENTER	THE STACY GROUP	\$7,515,000	December-17	EDUCATION
TARRANT COUNTY COLLEGE DISTRICT RENOVATION @ FORT WORTH, TX	TARRANT COUNTY COLLEGE DISTRICT	BENNETT BENNER PARTNERS	\$1,700,000	September-17	EDUCATION
ORU ONEOK SPORTS COMPLEX @ TULSA, OK	ORAL ROBERTS UNIVERSITY	SPARKS REED	\$2,478,256	August-17	EDUCATION

ILT Katy Westpark Expansion - Richmond, TX

This charter school expansion and remodel project is currently under construction. The building will accommodate approximately 720 high school students.



Project Reference:

Charles Klein, ILT
972.479.9078

Architect:

Pivot North Architecture

Project Amount:

\$7,836,279



International Leadership of Texas - College Station, TX

The construction service package provided for the International Leadership of Texas organization for this K-8, ground-up charter school included a 95,000 SF single story facility spread over a 14.38 acre site. The structure and envelope for this facility includes load bearing masonry, structural steel, stud framing, drainable EIFS / masonry systems, multiple roofing systems, and those signature fiberglass columns International Leadership of Texas is known for. The building is conditioned with forced air HVAC systems, equipped with lighting controls, and insulated to meet and exceed the Texas State Certification of Commercial Building Energy Codes. The building boasts a full-sized competitive gym, seating, indoor practice area, weight training facilities, full-service kitchen, cafeteria, and music room that doubles as a stage. The impressive site package included a nearly five acre detention pond, three playground structures, two full-size exterior basketball courts, multi-purpose practice field, baseball field, site paving, and landscaping/irrigation.



Project Reference:

Jay Lemery
832.823.8200
jlemery@performancecsd.com

Architect:

Pivot North Architecture

Project Amount:

\$15,357,840

School of Science and Technology – Champions Campus K-8 – Houston, TX

This 66,500 SF school accommodates Pre-K through 8th grade. The building is structural steel with cold-formed framing, while the exterior is EIFS with natural stone veneer and a TPO roof. There is a Maker's Space which features break-out, full glass classrooms for individual learning opportunities. The project includes a full-size gymnasium and fully shaded playground area.



Project Reference:

Jay Lemery, Owner
832-823-8200
jlemery@performacecsd.com

Architect:

Wright & Dalbin Architects

Project Amount:

\$12,939,058

IDEA Rise Elementary School – Fort Worth, TX

This new two-story school is constructed of conventional steel with cold-formed curtain walls. Within the 81,872 SF is a storm shelter / cafeteria, gymnasium with maple flooring, a full commercial kitchen, classrooms, locker rooms, staff offices, and maintenance facilities.



Project Reference:

Peter Hayes, Owners Representative
956.377.8000
phayes@pmstix.com

Architect:

HKS, Inc.

Project Amount:

\$14,836,791

Great Hearts Lakeside Charter School – Fort Worth, TX

This 45,600 SF, 2-story K-6th school building is constructed with a conventional steel structure and a cold-formed shell. The facade is made of fiber cement siding. It includes an 11,000 SF storm-rated CMU storm shelter with a concrete cap over the steel and decking. The play area includes an exterior synthetic turf.



Project Reference:

Aaron Kindel, Superintendent
210.888.9475

Architect:

HKS, Inc.

Project Amount:

\$8,780,000



Founders Classical Academy High School - Flower Mound, TX

The new ground-up high school is built on the existing elementary campus. The 34,000 SF project includes 16 classrooms, an art room, science room, library, and lunchroom. The exterior is stucco and manufactured brick.



Project Reference:

Steve Hilton, Owner
605.225.8030
swilton@responsived.com

Architect:

Wright Group Architects

Project Amount:

\$7,130,000

Jubilee Westwood K-8 Remodel - San Antonio, TX

The 43,100-square-foot renovation includes adding a gymnasium, cafeteria and kitchen, as well as updating all ADA accessibility. We are also enhancing the exterior space with a new basketball court, playground and open metal shade structures.



Project Reference:

Jay Lemery
832.823.8200
jlemery@performancecsd.com

Architect:

Pivot North Architecture

Project Amount:

\$1,676,832

The Gathering Place - Richmond, TX

This is the second phase construction of 4 additional buildings nestled within the confines of an existing, very active, school. The two main buildings are 2-story hybrid structures comprised of cold-formed metal framing, wood trusses, and metal deck. The main buildings consist of 18 classrooms, two of which are shared classrooms. Each classroom has an open floor concept and opens up to the exterior with glass overhead doors. This building utilizes a combination of skylights and open floor structures with traversable netting to maximize outdoor lighting at interior spaces. The exterior finish utilizes a combination of Nichiha and Hardi siding and the roof is TPO. A series of elevated wooden boardwalks will be constructed to create The Gathering Place for outdoor learning, to travel the campus, and to provide outdoor learning spaces for second floor classrooms. The two separate buildings will house the dance studio and music classes and are single story of similar construction. This project had a negotiated construction manager delivery. This project is currently under construction.



Project Reference:

Jay Lemery
832.823.8200
jlemery@performancecsd.com

Architect:

Mussman Architects

Project Amount:

\$5,696,826

Newman Academy Remodel - Arlington, TX

This project consisted of a full interior renovation, exterior painting and RT repair. A front entry canopy with metal studs, cast stone and EIFS was also added.



Project Reference:

Jay Lemery
832.823.8200
jlemery@performancecsd.com

Architect:
Heights Venture

Project Amount:
\$749,000

Meritrust Credit Union Headquarters - Wichita, KS

This project consisted of the interior demolition and renovation of a 10-story building. Pre-existing finishes such as carpet, ceilings, plumbing fixtures, doors, and walls were removed, and new finishes have been installed in their place. The renovated space houses several individual offices, large open-office space, break rooms and beverage areas, mother's rooms, and new ADA restrooms. There have been two new entrances constructed for the building, made of structural steel and storefronts. A large portion of the MEP systems have been reused and brought up to code.



Project Reference:

Bobby Seacat
316-558-5059

Architect:
GLMV Architecture Project

Project Amount:
\$11,000,000

Cargill Protein Headquarters - Wichita, KS

The new building features a technology center, presentation kitchen, sensory center kitchen and testing booths, a third-floor balcony and an employee café. There is an 800-car parking garage for employee use during the day that can be used by the public in the evening.



Project Reference:

Confidential

Architect:
HOK

Project Amount:
\$60,000,000



Professional Services

As explained below, our team is prepared to partner with your leadership team, staff, other stakeholders, and designers immediately upon selection. Information gained through that process will be used to develop an overall preconstruction plan that will ensure your facility is delivered in a time frame and budget that best benefits the needs of the school and, most importantly, the students.

PRECONSTRUCTION

All successful construction projects begin with a comprehensive plan developed in the preconstruction phase.

For Key Construction, Preconstruction Services are a comprehensive process which begin with an owner's idea and ends when the doors are open. Our preconstruction team, though led by dedicated preconstruction professionals, includes the complete project operations team, including project managers, superintendents, and project engineers. All members' expertise is brought into the preconstruction process. For your project we have assembled a team that has experience with commercial kitchens, student dining, and higher education renovation projects.

As we share your vision, we are able to keep your best interest at heart throughout the project.

It begins with initial teaming or "visioning" meetings where our project team comes together with your team, staff, other stakeholders, and designers, to learn about the project. Our goal is to understand the purpose of the facility, how it will be utilized, what expectations end users will have, and the overall vision the stakeholders have for the project.

Once design work begins, our complete team is engaged with the design team as it progresses. Rather than waiting for a complete set of schematic or design development documents, we follow as the design is crafted and materials and processes are selected, offering guidance weekly and sometimes daily. The guidance offered varies from cost impact, constructability, material availability, and market conditions, which can all affect the decision-making process. This proactive approach means that opportunities to reduce cost

are incorporated from the beginning, rather than reactively through a cumbersome and often expensive "value engineering" process. With early engagement and input, redesign steps are eliminated, which save both time and design fees.

As documents progress through design milestones, our preconstruction team provides incremental budgets, or cost opinions, which definitively establish the total project cost at each stage. Key utilizes a variety of information to develop a project budget including but not limited to internal quantity surveys, historical cost databases, subcontractor input, and market trend data. Our job is to arm owners and designers with information to make informed decisions. As such, these budgets serve as benchmarks for decision-making as the design progresses and additional decisions are made. We pride ourselves on providing information that is clear and easy to understand for all parties. You shouldn't need to be a construction industry expert to understand your project budget.

Any contractor can provide an estimate of what is shown on a set of plans and specifications. Perhaps more important than providing an estimate of what is shown is including what isn't shown. Our approach is to include everything that will be needed to make the project meet the owner's expectations. We work to capture everything in the budget, and if something necessary isn't in the documents, we coordinate with the design team to ensure it gets captured and included as they progress.

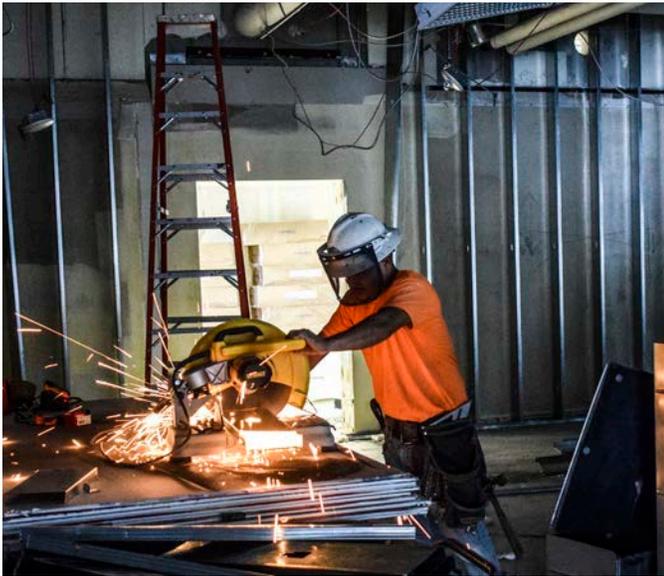
For a project budget to be utilized effectively it needs to tell the whole story of a project. Our project budgeting includes more than just our portion of project. This is especially critical on more complicated projects with owners procuring various elements through other providers, engaging other direct consultants, and providing owner furnished materials. We track all costs associated with the project, including but certainly not limited to: site investigation costs, design fees, owner furnished materials, FF&E, OS&E, opening expenses, etc. This ensures that the true total cost for the project is within the owner's expectations. It also ensures all parties are literally on the "same page", understanding where each portion of the project is tracked, who is responsible for it, and the value for that portion. This way no portion of the project falls through the cracks. It is important to note that as savings are realized throughout the process, all savings are retained by the owner.

The preconstruction team's involvement does not end with the bidding of the project. Our team is engaged throughout the project providing guidance and input to ensure that the goals and expectations for the project, which were established in the first visioning meeting, are maintained through project completion. Perhaps equally important, our preconstruction team also gains valuable feedback which we document and learn from, strengthening our next preconstruction effort.

CONSTRUCTABILITY REVIEW

When we build a building, we build it three times: First, in our minds - Second, on paper - and Third, on the site. Our constructability process encapsulates the first two times so potential issues are resolved prior to the actual construction of the project.





Key's Constructability Review process is an opportunity for seasoned construction field trade experts to review the documents and offer insight. During this process all aspects of the building are reviewed. From evaluating how work will be phased, to how trades will construct various project details, to project envelope integrity, to workforce availability and more, all considerations are discussed during the process.

Our team, along with the project owners and design team, sit down together to do a detailed page turn of incremental project documents (E.G.: Schematic Design, Design Development, and Construction Document phase documents). Once we understand the intent of the plans, our team, along with trade experts, outside consultants, and other experts as needed, collaboratively review the plans in detail and discuss how the project will be built. As potential issues are identified they are immediately logged and shared with the owner and design team. With each potential issue identified, we also offer solutions to aid the design team in making adjustments.

Because building envelope integrity is so crucial, Key has a standard policy of engaging a third-party building envelope consultant on every single project for the purposes of reviewing project documents and in-place work to ensure the building will be free of leaks and also ensure our compliance with the final construction documents.

CONSTRUCTION PHASE

Our most important resource is our team. The best preconstruction plan is still nothing more than an idea until the project team begins work on site. The actual people on-site making the work happen are the key to a successful project. Our on-site team has been specially selected for your project based on their experience and skill sets.

Much like selling a product, your project must be marketed to the Subcontractor and supplier Community.

The on-site team of the superintendent, assistant superintendent, project manager, and project engineer are who make the project happen. The Key team works together from preconstruction through project completion, this way they un-

derstand everything that goes into the project plan and have an opportunity to provide guidance in the planning phase.

Our on-site professionals use a host of tools to effectively manage all aspects of the work. Whether it is driving the schedule, reviewing work for quality assurance, managing payments, or documenting progress, our team is fully equipped to oversee every facet of the project so that nothing slips through the cracks.

Throughout the project, our team is responsible for ensuring maximum value in all aspects of the work. Value doesn't necessarily mean a cheap price; It's an overall measure, which includes quality and functionality. Our on-site team understands their fiduciary responsibility to you and your stakeholders.

As your Construction Manager, Key is accountable for every dollar spent on the project. Transparency is crucial for maintaining that accountability. As such, our entire process is completely open book. The project team of Owner, Architect, and Construction Manager are involved in all decision-making and can observe all allocation and spending. From bid opening, through subcontracting, project administration, and project close-out, all accounting functions are carried-out under observation of the entire project team.

One thing that sets Key apart from our competition is the level of involvement from our executives and leadership teams. While many companies' leaders only make appearances at interviews and ribbon cuttings, our division president is engaged in day-to-day operations of all projects. Our president, directors, and other executives are engaged in the project to provide rapid support for our on-site team.

TOOLS

Key understands that communication is what makes a project successful. We provide frequent, open communication through several methods. Our project team provides a weekly report to all stakeholders which will document all completed, ongoing, and upcoming project elements and includes photo documentation of construction progress along with reports on all project documentation. This report serves not only as an update tool for the Owner and Architect but can be used to communicate construction activities to staff, faculty, students, and visitors so they are aware of the construction activities, are advised of any impacts to their routines, and can share in the excitement of the project.

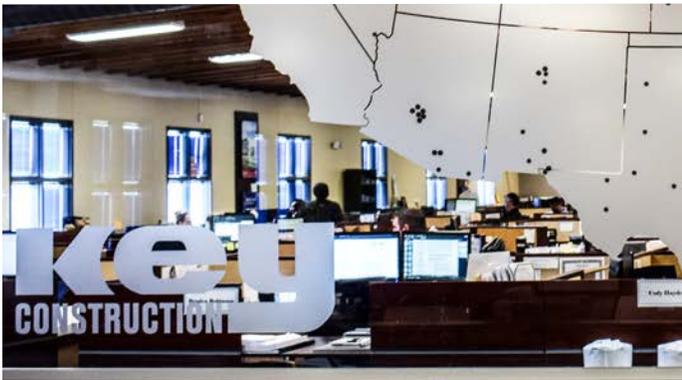


One key tool we utilize for management of the bidding process is the Smartbidnet.com platform. This platform provides an easy method for any interested person to easily view the project documents, ask questions, and even submit their proposal (if applicable). It also includes our total subcontractor and supplier database of over 14,000 companies and allows us to track each company by their respective work trade and areas where they work.

During design efforts Key utilizes Autodesk BIM platforms such as Revit, Navisworks, and Assemble to view, manage, and coordinate design elements.

Additionally, Key Construction utilizes the Procore platform for project management. Procore is the leading tool for project communication and document management. Through its website and mobile app, it allows the entire project team,

including the Owner and Architect, to view all project documents at any time. All project accounting and reporting will be communicated through Procore in addition to frequent traditional team meetings. The Key team will be sharing and tracking: project documents and any changes, accounting, safety inspections, quality assurance inspections, submittals, requests for information, project photos, punch list and close-out documents.



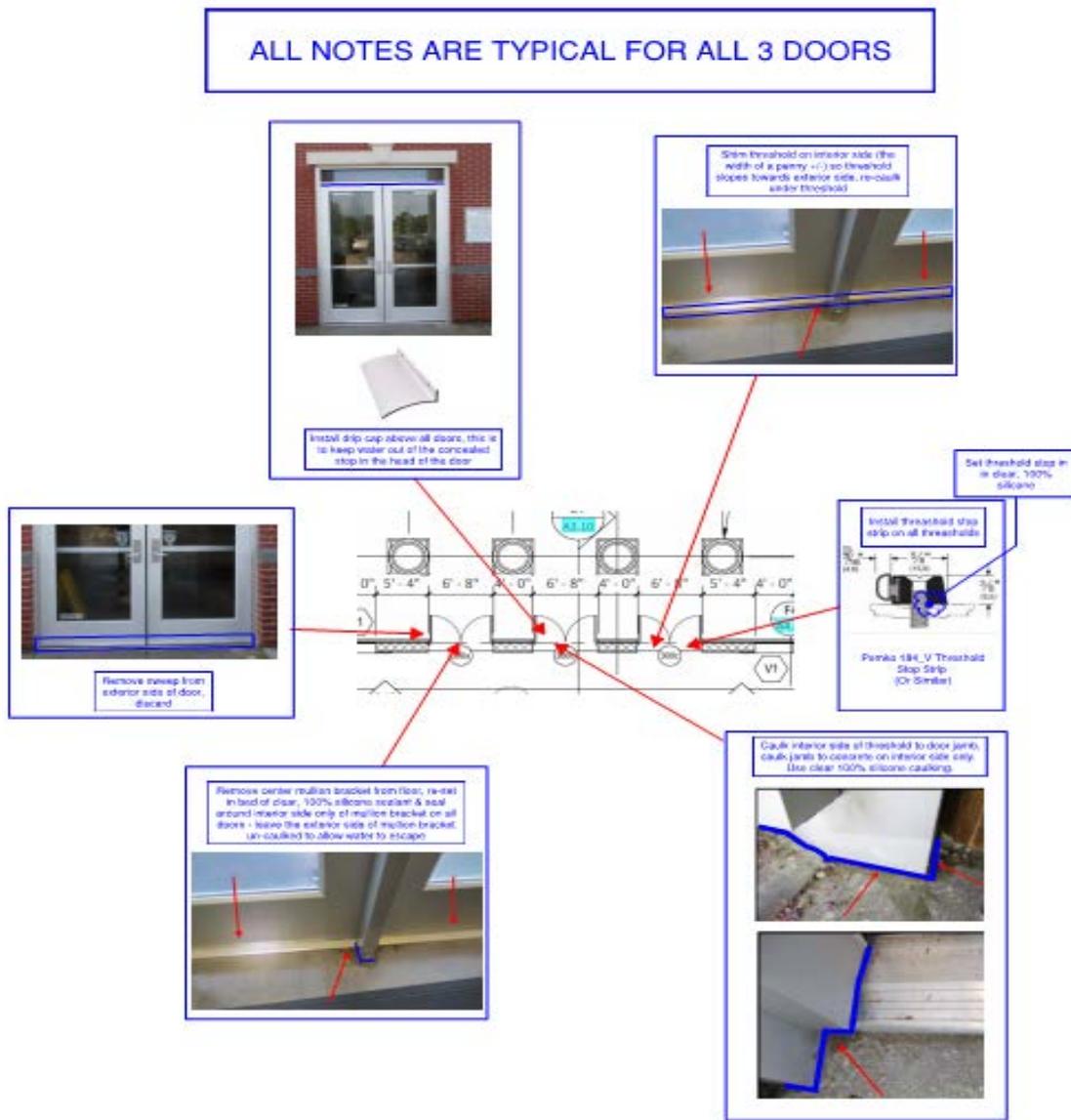
Unique Qualifications & Advantages

Here are some examples of how we've improved previous projects providing design assist services:

It was brought up during the course of construction that the sisal wallcovering that is installed in the corridors and select classroom walls has had frayed edges at termination locations in past project. Key pays attention to our Client's maintenance needs and offered up a suggestion on how to help prevent this fraying from occurring on our project. Throughout, we've added a wooden termination trim at no cost to ILT at all termination locations to ensure a quality product.



During an unusually strong storm event, a strong, wind driven rain found its way into the main three entry doors of the building and water infiltrated the front entry. This is obviously unacceptable to Key's high standards. We scheduled a waterproofing consultant to review our installation and provide the design enhancements needed to ensure the front entry was sealed up properly. Since we've executed these design improvements, we're glad to report that there have been no more issues brought to our attention.



Again, in response to our Client's maintenance needs, it was brought to our attention that the ceiling mounted restroom partition doors were being "hung" on by students. We sprang into action and offered to purchase stainless steel partition support brackets at no cost to ILT to aid to support the restroom partitions. Even after the warranty period, Key wants to remain a partner in your building's needs throughout its lifespan.



On the College Station K-8 ILT project, a transition between the roofing material and an EIFS material occurred at several wall penetrations where a duct was to penetrate a CMU wall. Key Construction suggested the termination bar at this roofing was raised so the penetration was to occur 100% at the TPO roofing material around the ductwork. This created a cleaner transition between the ductwork and the roofing. Also, as you can see from the photo, the ductwork is purposefully sloped away from the building to allow any water introduced into the ductwork to drain away from the building. These are very intentional decisions made by our teams daily to improve the quality the structures built for our clients.



Another means to ensure our projects are completed on time is to come up with construction methods that will speed up our projects. A prime example is to request flex-base material to be used instead of select-fill for the capillary layer of a building pad. For the Idea Rise project in Fort Worth, TX, we requested that 6" of the 12" capillary layer be changed from select fill to flex-base (crushed concrete). This was a cost to the project, but we have found in the past that our schedule suffers significantly due to rain delays while putting in foundations and working on under-slab rough-ins. As you can see in the picture, we received a rain event, but were still able to be on site working on the building pad drilling piers to maintain schedule.



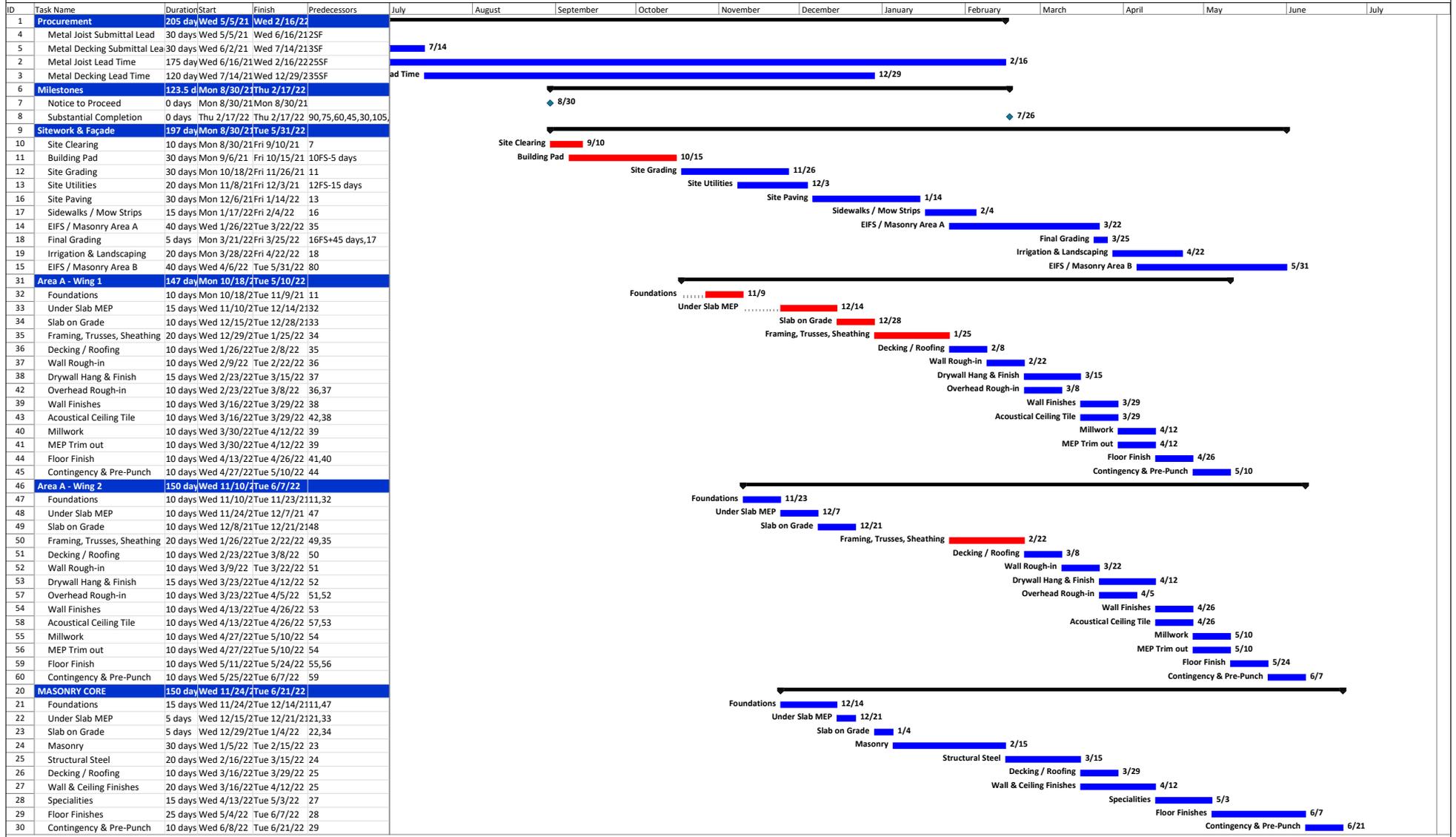
We are always on the lookout for ways to save the owner money without compromising quality. Value engineering options are often presented to the owner during construction. For the College Station K-8 ILT Project, a few items were brought to the developer's attention which allowed the developer to spend more towards building upgrades:

- Alternate manufacturer for the vinyl windows (Pella) was proposed for a value of (\$14,000)
- Alternate manufacturer for the playground (Superior) was proposed for a value of (\$18,000)



ILT Sample K-8 Mon 5/24/21

Mon 9/11/17
Fri 7/6/18



0% Complete

Page 1 of 2

Key Construction, Inc



Technology / Electronic Data

At Key Construction, we regularly execute projects that require the highest level of coordination and collaboration for cutting edge systems. Whether these elaborate systems are included in our contract or provided by others, it is our responsibility as the Construction Manager to make sure the design, planning, installation, and commissioning of these systems meet the client's expectations.

From the initial preconstruction phase of a project, Key Construction will ask the pertinent questions regarding the systems and equipment that will be included in the project. These will include design, technical, and schedule related inquiries so we can assure all parties are on the same path. Our preconstruction schedule will include design, submittal, lead time, and installation placeholders for all technology. This will go along with our meeting agendas that will include placeholders to press the necessary coordination among the relevant parties. Taking a shell space to the client's dream is what we do every day, and we are very adept at coordinating the process.

Key Construction views it as our responsibility to coordinate with all designers, vendors, clients, and other stakeholders to assure a successful project. Our inquiries may sometimes seem premature, but we know that getting all information coordinated early, will lead to a successful completion of the project. We use our web-based platform, PROCORE, as a one stop location for all collaboration. We will ask about equipment, power requirements, rough-in locations, flooring flatness/levelness, lead times, installation durations, crew availability, and all other relevant information to determine the proper sequence of activities.



Laser Scanning

Regarding Key Construction's own technology, we have the in-house ability to provide an as-built laser scan file. This would be in the form of a point cloud model of the shell space, to assist Gensler with the project design. This will assure that all shell requirements have been met and allow the design to be properly coordinated, while eliminating future issues. This tool can also be used to relay future precise information to other designers, especially since they will be located a great distance from the project.



Matterport Reality Capture System

Key also uses Matterport technology to visually document the project conditions along the way, especially prior to any rough-ins being covered with wall or ceiling finishes. We share these files on a regular basis to our staff, clients, and trade partners, finding them to be an invaluable tool in relaying project information and providing the client a vital tool for future use.

Our regularly scheduled Owner, Architect, and Construction Manager (OAC) meetings, will have specific agenda items regarding each item to be coordinated. Whether it be a robot or a 3D printer, the coordination of those items will never get put on the backburner. We will bring in the subject matter experts and coordinate with all other pertinent parties as each item comes in line for rough-in, installation, and commissioning.

Special technology and systems require special coordination. Key Construction will conduct preinstallation meetings for each of these systems and include all parties. Examples of preinstallation meetings for the Digital Experience would include:

- Conduit and data box rough-ins/locations
- Low voltage wiring
- Power requirements
- Flooring flatness/levelness
- Delivery paths and logistics
- In-wall and in-ceiling blocking/supports
- Clearances

As we mentioned, we frequently work with cutting edge systems and technology. As each new item arises, we make it a point to become the construction expert on that item to be the best voice and advocate for the client. You can expect the same service with the ILT projects.





Application Signature

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

This information contained herein is true and accurate to the best of my knowledge. By signing below, the company agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other companies competing on the same project.

Scott Casebolt, President – Commercial and National Accounts

5/28/21

NAME (Please print or type)

DATE



SIGNATURE

Cover Sheet

CONSIDER/ACT ON CONSTRUCTION MANAGEMENT SERVICES FOR THE NEW HEADQUARTERS (2021 LAKESIDE BLVD)

Section: IV. Board Items for Discussion/Action
Item: C. CONSIDER/ACT ON CONSTRUCTION MANAGEMENT
SERVICES FOR THE NEW HEADQUARTERS (2021 LAKESIDE BLVD)
Purpose: Vote
Submitted by:
Related Material: International Leadership RFQ.pdf
Final Key-ILT-charterschools(1).pdf
HRNCIR General Contractor Qualifications.pdf



INTERNATIONAL LEADERSHIP OF TEXAS



RFQ 21-005 Construction Management Services
International Leadership of Texas
Submittal Date: 06/01/2021
2:00 P.M.

Mr. Charles Klein
International Leadership of Texas
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

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Application Signature





May 28, 2021

Mr. Charles Klein
 International Leadership of Texas
 1651 N. Glenville Dr., Ste. 216
 Richardson, TX 75081

**RE: RFQ 21-005 for Construction Management Services
 Headquarters, Three K-8s, High School, JROTC, and Portables Project**

Dear Mr. Klein:

Thank you for the opportunity to present our proposal for this RFQ. We have the resources and experience to be a one-stop-shop and be your partner on all of the above-mentioned projects.

Key Construction has immense experience in educational construction. We also have a wonderful relationship with ILTexas, having completed the K-8 in College Station, Temporary High School also in College station, along with the soon to be completed Katy Westpark Expansion. Our team's knowledge and constant communication with Pivot North and ILTexas will, again, make this a very successful and painless program.

We feel that our previous projects with ILTexas have been very successful. Consequently, Key has included team members from previous projects in this proposal, including Project Executives – Chris Beasley and Scott Casebolt, Preconstruction Manager – Zack Siegrist, Estimator – Logan Wells, Senior Project Manager – Doug Ricke, Project Managers – Jared Hynek and Brent Weckar, Superintendents – Ernest Bruno and Ross Huney, along with General Superintendent – Larry Bodley, all of whom will participate in the projects included in this proposal. Their wealth of knowledge and experience will provide immense value to the program. Plus, they have completed several other charter school projects over the last 3 years, adding experience and value to our team.

Furthermore, as you will see from our provided information, Key has a long and successful track record in projects with a CMAR type delivery method. Our preconstruction services and early budgeting assure there are no surprises for the team. Zack Siegrist and our preconstruction team have a wealth of cost history and over 10,000 subcontractors and vendors in our database to assure the best value for ILTexas. We are well-versed at working with Pivot North Architecture and your team to get the most efficient design possible for the project budget and schedule, while continually communicating with the team along the way. Communication is key at all stages of the construction process, but it is paramount during the preconstruction phase, and our constant updates and collaboration ensure success on this front.

Key has a track record of performing successful construction projects across Texas and the continental United States. The collaboration between our Fort Worth operations and National operations gives us a unique ability to draw from different resource pools. We have staff who travel to remote sites full-time, so manning the multiple project locations is not an issue. Key regularly works at any given time on 15-20 project sites that are not in the vicinity of our office locations. Also, our preconstruction team has the experience across the Texas markets to draw the correct resources for the project, even outside of Texas, if necessary.

During the construction phase, the project team will use our Procore web-based management system to ensure the entire team has real-time access to all information regarding the project. We track all RFI's, submittals, design changes, costs, quality control items, and correspondence in this system so it is available to the entire team, trade foreman to design principal, anytime, anywhere. We believe this is the best tool available to make sure nothing gets lost in the fast-paced environment of this project. There is no better tool for project controls and our project management team is at the top of their game keeping tabs on all items to ensure successful delivery.

Speaking of delivery, on-time delivery for your education project is not a goal, it's an expectation. The facility must be ready for your enrollment and tours and we can assure you that with constant communication between the team. We will schedule and track all items from the 1st portion of the design, thru punchlist to assure on-time delivery. Our teams are the best in the business at driving a schedule and getting buy-in from all parties. Expectations are set up front, tracked on a daily and weekly basis, and adjusted as needed to meet your needs.

We are very excited about the opportunity to visit with you further about your exciting projects. The size and scope of work fit very well for us, and our ability to service all of the projects will be a great value to all stakeholders. Thank you for your consideration and please do not hesitate to contact us.

Respectfully Submitted,
Key Construction, Inc.



Scott Casebolt
 President



International Leadership of Texas NOTICE OF REQUEST FOR QUALIFICATIONS

RFQ 21-005 FOR CONSTRUCTION MANAGEMENT SERVICES

Closing Date & Time:

June 1, 2021
2:00PM

Contact Information:

Charles Klein
Email: cklein@iltexas.org;
construction@iltexas.org
Tel: (972) 479-9078
Fax: (972) 479-9129
1651 N. Glenville Dr., Ste. 216
Richardson, TX 75081

Request Issued By:

International Leadership
of Texas
(The School)

Contract Period:

Not Applicable
Submittals will be
evaluated after receipt.

Date of Publication:

May 21, 2021

Purpose of Request for Qualifications

Architectural services are required for a new high school building, a new JROTC building, and any and all portables installations through the 2022-23 school year for International Leadership of Texas. This RFQ will allow the School to select the most highly qualified company for its **Headquarters, three K-8s, High School, JROTC, and Portables Projects.**

The undersigned authorized representative of the proposing organization indicated below hereby acknowledges:

1. That he/she is authorized to enter into contractual relationships on behalf of the proposing organization indicated below, and
2. That he/she has carefully examined this RFQ Invitation, the accompanying RFQ Forms, and all Terms and Conditions associated with this RFQ Invitation, and
3. That he/she proposes to supply any products or services submitted under this RFQ Invitation in strict compliance with the all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
4. That if any part of this RFQ is accepted, he/she will furnish all products or services awarded under this Proposal in strict compliance with all Terms and Conditions associated with this RFQ Invitation, unless any exceptions are noted in writing with this Proposal response, and
5. That the individual, company and/or any principal of the company on whose behalf this proposal is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U.S. General Services Administration (GSA) effective and compliance with the FCC "Red Light Rule" as of the date of opening of this proposal, and agrees to notify the School of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
6. That the proposing organization in compliance with all federal, state, and local environmental codes, laws, and statutes.

Key Construction, Inc.

 Name of Proposing Organization

741 W. 2nd

 Address

Wichita, KS 67203

 City, State, Zip

316-263-9515

 Telephone Number of Authorized Representative

316-263-1161

 Fax Number of Authorized Representative

May 28, 2021

_____ Date



_____ Signature of Authorized Representative

Scott Casebolt

_____ Printed Name of Authorized Representative

President

_____ Position or Title of Authorized Representative

General Information

1. General Information

a. Provide general information for your Company.

Company Name: Key Construction, Inc.

Address: 741 W. 2nd

City: Wichita State: Kansas Zip: 67203

b) Contact Person

Contact No. 1

Name: Scott Casebolt

Title: President

Telephone: 316-263-9515 Fax: 316-263-1161

Email address: shcasebolt@keyconstruction.com

Contact No. 2

Name: Zack Siegrist

Title: Vice President of Preconstruction Services

Telephone: 316-263-9515 Fax: 316-263-1161

Email address: siegristz@keyconstruction.com

c) Type of organization: Corporation





Felony Conviction Disclosure Statement

Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

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

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

Key Construction, Inc.

Vendor's Name



Signature of Authorized Company Official

Scott Casebolt - President, Wichita and National Accounts

Authorized Company Official's Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p style="text-align: center; margin: 0;">OFFICE USE ONLY</p> <p style="margin: 5px 0 0 5px;">Date Received</p>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 2em; color: red; margin: 10px 0;">M A</p> <p style="text-align: center; margin: 0;">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="margin-top: 20px; text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="margin-top: 10px; text-align: right;"> _____ Date </p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015



**State of Texas
Health & Human Services Commission**

Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	David E. Wells Kenneth A. Wells	Social Security #	509-52-6249 509-52-6201
------	------------------------------------	-------------------	----------------------------

III.

As required by Section 231.006, the undersigned certifies the following:

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



Signature
Scott Casebolt

Printed Name

President - Wichita & National Accounts
Title
05/27/2021

Date

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin:0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.
--	--	---

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KEY CONSTRUCTION, INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 741 W 2ND ST N	Requester's name and address (optional)
	6 City, state, and ZIP code WICHITA, KS 67203	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Social security number</td> </tr> <tr> <td style="text-align: center;">[] [] [] - [] [] - [] [] [] []</td> <td></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">4 8 - 1 0 3 8 5 8 1</td> <td></td> </tr> </table>	Social security number		[] [] [] - [] [] - [] [] [] []		or		Employer identification number		4 8 - 1 0 3 8 5 8 1	
Social security number											
[] [] [] - [] [] - [] [] [] []											
or											
Employer identification number											
4 8 - 1 0 3 8 5 8 1											

Part II Certification	Under penalties of perjury, I certify that: <ol style="list-style-type: none"> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and I am a U.S. citizen or other U.S. person (defined below); and The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <p>Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.</p>
Sign Here	Signature of U.S. person ▶ Jennifer Evans <div style="font-size: small; margin-left: 10px;"> Digitally signed by Jennifer Evans DN: E=j.evans@keyconstruction.com, CN=Jennifer Evans, OU=ICT, DC=keyconstruction, DC=com Date: 2021.05.04 10:15:29-0500 </div>
	Date ▶ 05/04/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT	
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> I certify that the above information is true and correct. <input checked="" type="checkbox"/> YES 	

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS
--

<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	X
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	

CLEAN AIR & WATER ACT CERTIFICATION	
(This is a Federal requirement)	
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

<p>CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.</p>

Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit StandardForm-LLL, "Disclosure of Lobbying Activities" Form in accordance with its instructions.

(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Check applicable box	<input checked="" type="checkbox"/>
• I (We) certify that our company has not been debarred and is not participating in lobbying activities.	X
• See attached explanation and complete disclosure forms.	

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: Scott Casebolt, President- **Company Name:** Key Construction, Inc.
Original Wichita & National Accts
Signature:  **Date** 5-28-21





Company Background

Year present company established: 1978

Name of parent company, if any: N/A

Address: 741 W. 2nd Street, Wichita, KS 67205

Principle in Charge: David E. Wells - President; Kenneth A. Wells, Chairman of the Board; Rick McCafferty, CEO

Former company name(s), if any, and year(s) established: N/A

Number of employees in company locally: 75

Total number of employees in company (all office locations): 150

Who will be your designated representative assigned to the School?: Doug Ricke

Who is the Senior member of the company assigned to the School?: Scott Casebolt

Number of persons with the company: 150

Insurance Requirements:

We have been with Lockton Companies for nearly 15 years. A sample certificate of insurance is included.

Claims:

We have been involved in some minor litigation due to the normal course of business. These issues are collection based, involving Key Construction's attempt to collect funds unpaid to our company. These cases pose no risk to our operations or will materially impact our Balance Sheet.

We Work All Over





CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY)
10/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> </tr> <tr> <td>PHONE (A/C, No, Ext):</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : LM Insurance Corporation</td> <td style="text-align: center;">33600</td> </tr> <tr> <td>INSURER B : The First Liberty Insurance Corporation</td> <td style="text-align: center;">33588</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td style="text-align: center;">37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	CONTACT NAME:		PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : LM Insurance Corporation	33600	INSURER B : The First Liberty Insurance Corporation	33588	INSURER C : XL Specialty Insurance Company	37885	INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																					
INSURER F :																					
INSURED 1072204 KEY CONSTRUCTION, INC. 741 WEST SECOND WICHITA KS 67203																					

COVERAGES KEYCO01 **CERTIFICATE NUMBER:** 2762758 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	N	N	TB7-Z91-468083-030	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	AS6-Z91-468083-010	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	N	N	US00095247LI20A	11/1/2020	11/1/2021	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC6-Z91-468083-020	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: PROJECT NAME AND LOCATION; INCLUDE CONTRACTOR, THE OWNER, AND ITS ARCHITECTS AND/OR ENGINEERS AS ADDITIONAL INSURED AS RESPECTS LIABILITY COVERAGE; INSURANCE TO BE PRIMARY & NON-CONTRIBUTORY

CERTIFICATE HOLDER

2762758
 KEY CONSTRUCTION, INC.
 741 WEST SECOND
 WICHITA KS 67203

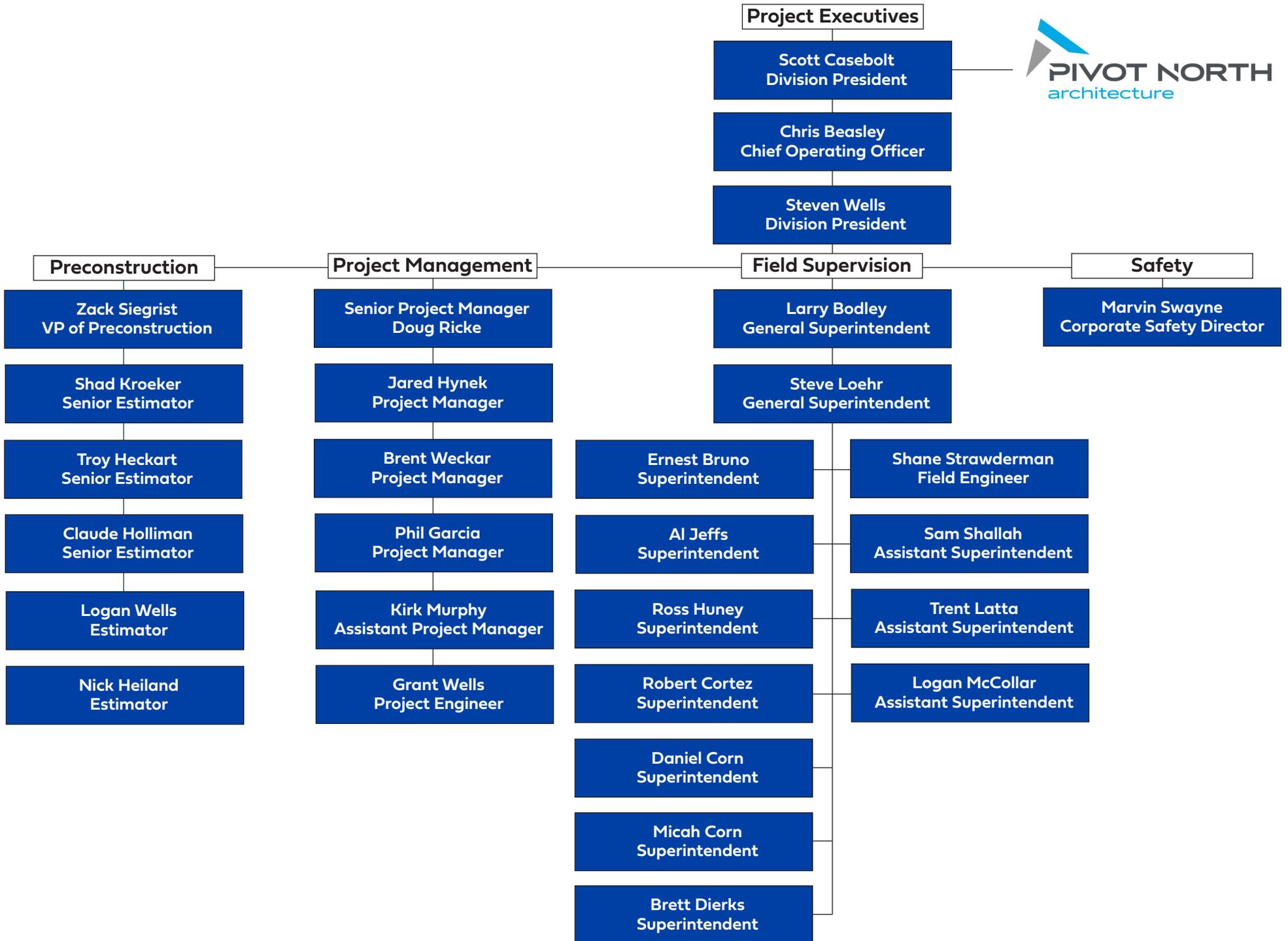
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SCOTT CASEBOLT

PRESIDENT
PROJECT EXECUTIVE

ABOUT ME

Scott provides direct involvement in your project at the executive level. He oversees all team members and ensures that all Key corporate assets and tools are brought to bear on your project. Scott, as needed, will engage Key Construction's subject matter experts from other projects and regional offices for technical expertise. Key is proud to set ourselves apart from other construction companies by our high level of executive involvement in every project. He has been with Key for 22 years.

EDUCATION

PITTSBURG STATE UNIVERSITY - *Pittsburg, KS*

Bachelor of Science in Construction Management

PROJECT EXPERIENCE

ILT Katy Westpark Expansion - *Richmond, TX*

\$7,836,279

ILT Temporary High School - *College Station, TX*

\$1,997,964

The Gathering Place Phase 2 - *San Antonio, TX*

\$5,696,826

School of Science and Technology – Champions Campus K-8 - *Houston, TX*

\$12,000,000

IDEA Rise - *Fort Worth, TX*

\$14,837,000

USD #259 Future Readiness Center - *Wichita, KS*

\$989,714

Jubilee Westwood K-8 Remodel - *San Antonio, TX*

\$1,676,832

USD #259 Heights High School - *Wichita, KS*

\$9,141,000

USD #259 Wells / Greiffenstein School - *Wichita, KS*

\$1,476,000

Icon Apartment Homes at Ferguson Farms Phase 1 - *Bozeman, MT*

\$36,600,000

Icon Apartment Homes at Ferguson Farms Phase 2 - *Bozeman, MT*

\$23,717,942

Cargill Protein - *Wichita, KS*

\$60,000,000

Meritrust Credit Union Headquarters - *Wichita, KS*

\$10,800,000

WSU Old Town Nursing Tech School - *Wichita, KS*

\$2,600,000

Heartland Cardiology - *Wichita, KS*

\$8,600,000

Ambassador Hotel - *Wichita, KS/ Kansas City, MO*

Wichita - \$14,800,000

Kansas City - \$5,535,000

Wiley Plaza Apartments - *Hutchinson, KS*

\$9,900,000

Cingular Call Center - *Lafayette, LA*

\$12,700,000

Ft. Sill - Privatization of Army Lodging - *Lawton, OK*

\$10,754,000



PROJECT EXPERIENCE



CHRIS BEASLEY

CHIEF OPERATING OFFICER



ABOUT ME

Chris is a graduate of Pittsburg State University with a Bachelor of Science degree in Construction Engineering. He is the main point of contact and he knows the status of all critical details at any point during the project. Chris is very effective at expediting all aspects of the project to ensure schedules and budgets are met or beaten.



EDUCATION

PITTSBURG STATE UNIVERSITY - *Pittsburg, KS*

Bachelor of Science in Construction Engineering

International Leadership School of Texas - *College Station, TX*
\$15,100,000

ILT Katy Westpark Expansion - *Richmond, TX*
\$7,836,279

ILT Temporary High School - *College Station, TX*
\$1,997,964

Hilton Garden Inn - *San Antonio, TX / Denison, TX*
San Antonio - \$11,600,000
Denison - \$12,500,000

Nustar Lab - *ELDorado, KS*
\$2,400,000

Marine World - *Wichita, KS*
\$1,782,000

Sutton Place Facade - *Wichita, KS*
\$1,782,000

Kwik Shop - *Wichita, KS*
\$1,400,000

Eagle Point Retail - *Wichita, KS*
\$1,100,000

Aurora Town Center - *Aurora, CO*
\$8,000,000

The Douglas - *Wichita, KS*
\$41,000,000

Eddy's Toyota - *Wichita, KS*
\$7,500,000

Hampton Inn - *Lone Tree, CO*
\$6,050,000

Rusty Eck Ford Detail Shop - *Wichita, KS*
\$425,000

Baden Hall - *Winfield, KS*
\$3,100,000

Mundinger Hall - *Winfield, KS*
\$1,200,000

Madison Avenue Residences - *Wichita, KS*
\$3,300,000

Catholic Charities Private Care Facility - *Wichita, KS*
\$1,700,000

Andover City Hall - *Andover, KS*
\$3,600,000

Hampton Inn and Suites - *Lone Tree, CO*
\$6,200,000

Gracepoint Church - *Wichita, KS*
\$3,000,000

Riverwalk Church of Christ - *Wichita, KS*
\$650,000

Northrock Office Building - *Wichita, KS*
\$6,000,000

Warren Theatre East - *Wichita, KS*
\$18,000,000

Kenmar Shopping Center - *Wichita, KS*
\$2,800,000

Office Max - *Wichita, KS*
\$1,800,000



STEVEN WELLS

DIVISION PRESIDENT

ABOUT ME

Steven graduated from Kansas State University with a Bachelors Degree in Construction science. He has been critical in infusing technology into all facets of Key Construction's operations and carries that passion for innovation into his role in DFW. Steven's dedication and personal involvement in providing owners with the best service has led him to become the Texas Division President.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*

Bachelors Degree in Construction Science

PROJECT EXPERIENCE

International Leadership School of Texas - *College Station, TX*

\$15,100,000

IDEA Rise - *Fort Worth, TX*

\$14,837,000

Harmony Science Academy - *Grand Prairie, TX*

\$6,400,000

Newman Academy Renovations - *Arlington, TX*

\$760,000

Schulman's Movie Bowl Grille - *Sherman, TX*

\$12,790,000

Grand Prairie Fire Station #6 & #4 - *Grand Prairie, TX*

\$4,400,000

Wichita Dwight D Eisenhower National Airport - *Wichita, KS*

\$106,000,000



ZACK SIEGRIST

VICE PRESIDENT OF PRECONSTRUCTION

ABOUT ME

Zack is responsible for oversight of the entire preconstruction process and places an emphasis on transparency. He engages with owners, designers, and other stakeholders to identify and understand the project needs from all parties. He establishes goals and guidelines for the project team and subcontractors by overseeing realistic project cost estimates and constructability reviews. The most important skill Zack brings to the team is the ability to listen. He engages with clients to understand their needs and their vision for the project and ensure that vision is captured in the budget and project documents. Zack's extensive relationships in the regional subcontractor and supplier marketplace mean your project will receive significant interest and bids which directly translates to savings. He has been with Key for 21 years.

EDUCATION

PITTSBURG STATE UNIVERSITY - *Pittsburg, KS*

Bachelor of Science in Engineering Technology

ILT Katy Westpark Expansion - *Richmond, TX*

\$7,836,279

International Leadership School of Texas - *College Station, TX*

\$15,100,000

ILT Temporary High School - *College Station, TX*

\$1,997,964

The Gathering Place Phase 2 - *San Antonio, TX*

\$5,696,826

USD #259 Future Readiness Center - *Wichita, KS*

\$989,714

School of Science and Technology - Champions Campus K-8 - *Houston, TX*

\$12,000,000

IDEA Rise - *Fort Worth, TX*

\$14,837,000

Jubilee Westwood K-8 Remodel - *San Antonio, TX*

\$1,676,832

USD #259 Heights High School - *Wichita, KS*

\$9,141,000

USD #259 Wells / Greiffenstein School - *Wichita, KS*

\$1,476,000

WSU Old Town Nursing Tech School - *Wichita, KS*

\$2,600,00

Bradley Fair Retail - Multiple Tenants - *Wichita, KS*

\$40,000,000

Meritrust Credit Union Headquarters - *Wichita, KS*

\$10,800,000

Heartland Cardiology - *Wichita, KS*

\$8,600,000

Chicken N Pickle - *Wichita, KS*

\$8,700,000

Greenwich Place - *Wichita, KS*

\$20,000,000

Eddy's Toyota - *Wichita, KS*

\$7,500,000

Alef's Harley-Davidson - *Wichita, KS*

\$4,800,000

NewMarket Square - Multiple Tenants - *Wichita, KS*

\$10,000,000

Hesston Recreation - *Hesston, KS*

\$4,709,000

LDF Corporate Headquarters - *Wichita, KS*

\$6,000,000

Moeller Dermatology - *Wichita, KS*

\$1,617,000

Mid-America Orthopedics - *Wichita, KS*

East Wichita - \$2,200,000

West Wichita - \$1,700,000

Home Bank and Trust - *Wichita, KS*

\$1,500,000

Barnes and Noble - Bradley Fair - *Wichita, KS*

\$2,400,000

Dillions Marketplace - *Andover, KS*

\$7,300,000

Kanza Bank - Regency Lakes - *Wichita, KS*

\$2,450,000



DOUG RICKE

SENIOR PROJECT MANAGER

ABOUT ME

Doug is a graduate of Kansas State University with a degree in Construction Science and Management. He has been working in the construction field for 10 years. Doug has completed Infection Control Risk Assessment training. As Project Manager, Doug provides direction to the on-site project team. Among his primary roles is communication - he will serve as liaison to the Owner, Program Manager, Architect, Engineers and other stakeholders to facilitate all construction activities.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*

Bachelor of Science in Construction Science and Management

PROJECT EXPERIENCE

International Leadership School of Texas - *College Station, TX*
\$15,100,000

ILT Katy Westpark Expansion - *Richmond, TX*
\$7,836,279

Great Hearts Lakeside - *Fort Worth, TX*
\$8,780,000

School of Science and Technology – Champions Campus K-8 - *Houston, TX*
\$12,304,559

The Gathering Place Phase 2 - *San Antonio, TX*
\$5,696,826

IDEA Rise - *Fort Worth, TX*
\$14,837,000

Jubilee Westwood K-8 Remodel - *San Antonio, TX*
\$1,677,000

Wichita State University Old Town Campus - *Wichita, KS*
\$2,561,560

The Douglas - *Wichita, KS*
\$41,000,000

Pioneer Manor - *Hugoton, KS*

Waste Water Treatment Plant - *Dodge City, KS*

KC46A Upgrades - *Wichita, KS*

Vance Air Force Base New Control Tower - *Enid, OK*

Chapel Hill United Methodist Church - *Wichita, KS*

Stone Pointe Apartments - *Manhattan, KS*

Ronald Reagan Building 3-6 Remodel - *Wichita, KS*



JARED HYNEK

PROJECT MANAGER

ABOUT ME

Jared is a graduate of Kansas State University with a degree in Construction Management. He will assist with all members of the project team. He provides support for Scott ensuring all project documentation is continually up-to-date, and all schedule and quality expectations are met.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*

Bachelor of Science in Construction Science and Management

PROJECT EXPERIENCE

The Gathering Place Phase 2 - *San Antonio, TX*
\$5,696,826

Great Hearts Lakeside - *Fort Worth, TX*
\$8,780,000

Hobby Lobby - *Topeka, KS*

School of Science and Technology – Champions Campus K-8 - *Houston, TX*
\$12,304,559

IDEA Rise - *Fort Worth, TX*
\$14,837,000

Jubilee Westwood K-8 Remodel - *San Antonio, TX*
\$1,677,000

Wichita Dwight D. Eisenhower Airport - *Wichita, KS*
\$107,000,000

The Douglas - *Wichita, KS*
\$41,000,000

Greenwich Place Phase 2 & 3 - *Wichita, KS*
\$11,000,000

Intrust Bank Arena Improvements Entrance C - *Wichita, KS*
\$1,630,000

Steinmart - Greenwich Place - *Wichita, KS*
\$3,200,000

Ross Dress For Less - New Market Square - *Wichita, KS*
\$1,200,000



PROJECT EXPERIENCE

Brent Weckar

PROJECT MANAGER



ABOUT ME

Brent brings over 20 years of experience to your project, successfully managing projects in all construction sectors. He is an expert in all aspects of the project life cycle, from partnering with owners and architects during the initial design phase, through project closeout and warranty services. Brent will provide management oversight and quality control for all phases of the construction project, ensuring that specifications are followed and work proceeds on schedule and within budget.



EDUCATION

TEXAS TECH UNIVERSITY - Lubbock, TX

Bachelor of Science in Construction Engineering

ILT Temporary High School

\$1,997,964

City of Arlington Southeast Rec Center - Arlington, TX

\$24,000,000

Hopkins County Safety Rest Area

\$10,000,000

The Marq Southlake Champions Club

\$34,700,000

Southlake Tennis Center

\$6,600,000

American Board of OBGYN

\$3,500,000

Fort Worth P. D. Mounted Patrol Facility

\$3,300,000

Hunter Plaza Apartments & Parking Garage

\$22,000,000

Capital One New Office Complex

\$68,000,000

Bell Helicopter Headquarters

\$47,500,000

Texas Tech Student Union

\$35,500,000

TTU Child Development Research Center

\$6,420,000

Covenant SER Addition / Renovation

\$20,500,000

Roswell Family Health Care

\$2,800,000

Vista Bank

\$1,600,000

Raider Park Retail Development

\$1,300,000

Cash Register Services Office

\$1,800,000

Muleshoe Jr. High & Elementary Expansion

\$5,300,000

Lockney High School Reconstruction

\$4,400,000

United Supermarkets Ice Plant

\$1,700,000

City of Lubbock Youth Sports Complex

\$11,800,000



PHIL GARCIA

PROJECT MANAGER

ABOUT ME

Phil graduated from Texas A&M University with a Bachelor of Science in Construction Science. He is also an OSHA 10 card holder. Phil provides management oversight and quality control for all phases of the construction project, ensuring that specifications are followed and work proceeds on schedule and within budget.

EDUCATION

TEXAS A&M UNIVERSITY - *College Station, TX*

Bachelor of Science in Construction Science

PROJECT EXPERIENCE

Dallas ISD Hillcrest High School - *Dallas, TX*
\$30,000,000

Dallas ISD W.T. White High School - *Dallas, TX*
\$14,500,000

Dallas ISD Anne Frank Early Childhood Center - *Dallas, TX*
\$4,500,000

Dallas ISD Lincoln High School (Magnet) - *Dallas, TX*
\$2,200,000

Dallas ISD T.W. Browne Middle School - *Dallas, TX*
\$1,500,000

Gateway Church Southlake Campus (Performing Arts Suite) - *Southlake, TX*
\$300,000

DISD Brooker T. Washington High School - *Dallas, TX*
\$820,000

Fred Moore Day Nursery School - *Denton, TX*
\$500,000

Fort Worth ISD Young Women's Leadership Academy - *Fort Worth, TX*
\$4,200,000

Dallas ISD Raul Quintanilla Sr. Middle School / Louis Wolff Kahn Elementary School
- *Dallas, TX*
\$4,000,000

Great Hearts Tavolo K-8 - *Fort Worth, TX*
\$8,570,651



SHAD KROEKER

SENIOR ESTIMATOR

ABOUT ME

Shad extensive and diverse experience in establishing and maintaining budgets throughout the construction process makes him an asset to the team. He will work with the design team to determine the most efficient, functional, and cost-effective type of construction for your project. He will also work closely with the subcontracting community to ensure all cost measures, including material escalation, are identified early and maintained from design to construction. Shad is ASHE certified and has completed Infection Control Risk Assessment training.

EDUCATION

UNIVERSITY OF KANSAS - *Lawrence, KS*

PROJECT EXPERIENCE

Ronald McDonald House Charities - *Wichita, KS*

Center Industries - *Wichita, KS*

Wesley Pharmacy Renovation - *Wichita, KS*

Wesley 11th Floor Tower Renovation - *Wichita, KS*

Wesley NUC-Med - *Wichita, KS*

Wesley 9 Tower IMU - *Wichita, KS*

Andover Family Medicine - *Andover, KS*

Wichita State University Old Town Nursing Tech School - *Wichita, KS*

Ronald Reagan Building Renovation - *Wichita, KS*

Distillery 244 at Old Town - *Wichita, KS*

Ross Dress for Less / TJ Maxx - *Derby, KS*

Ross Dress for Less - *Wichita, KS*

Mardel Christian Store - *Wichita, KS*

Kansas Medical Center Remodel - *Wichita, KS*



TROY HECKART

SENIOR ESTIMATOR

ABOUT ME

Troy is a graduate of K-State University with a degree in Construction Science and has been with Key for nearly 30 years. He is responsible for the development of the overall construction estimate, including implementation and coordination of all bidding procedures and the management of the estimating process.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*
Bachelor of Science in Construction Science

PROJECT EXPERIENCE

Wichita State University Marcus Welcome Center - *Wichita, KS*
\$4,500,000

Wichita State University Renovation - *Wichita, KS*
\$12,000,000

Wichita Dwight D. Eisenhower Airport - *Wichita, KS*
\$109,000,000

Andover Middle School - *Andover, KS*
\$10,700,000

Augusta Schools - *Augusta, KS*
\$2,700,000

Clearwater High School - *Clearwater, KS*
\$14,000,000

Washington Elementary - *Wichita, KS*
\$6,000,000

Heights High School - *Wichita, KS*
\$8,193,000

Horace Mann Elementary - *Wichita, KS*
\$6,000,000

Douglass School - *Douglass, KS*
\$6,100,000

Independent School - *Wichita, KS*
\$3,200,000

Pratt High School - *Pratt, KS*
\$11,520,000



CLAUDE HOLLIMAN

SENIOR ESTIMATOR

ABOUT ME

Claude has worked with estimating in the construction industry since 1986. He has a successful record working on projects ranging in size from \$1 million to over \$96 million and virtually every type of construction. Claude will work with the design team to determine the most efficient, functional, and cost-effective type of construction for the City of Anna. He will also work closely with the subcontracting community to ensure all cost measures, including material escalation, are identified early and maintained from design to construction. Claude's extensive and diverse experience in establishing and maintaining budgets throughout the construction process makes him an asset to the CMAR team.

EDUCATION

TEXAS A&M UNIVERSITY - *College Station, TX*

Bachelor of Science in Building Construction

PROJECT EXPERIENCE

Great Hearts Lakeside - *Fort Worth, TX*

\$8,780,000

Founders Classical Academy of Flower Mound - *Flower Mound, TX*

\$7,130,000

Harmony Science Academy - *Grand Prairie, TX*

\$6,700,000

Smithfield Middle School Gym Addition - *North Richland Hills, TX*

\$8,780,000

Collin Creek Condominium Tower - *Plano, TX*

\$96,000,000

Dallas Lite & Barricade New Headquarters - *Dallas, TX*

\$67,000,000

Westlake Entrada Plaza - *Westlake, TX*

\$54,500,000

Moxy Hotels - *Dallas, TX*

\$25,000,000

Jackson Apartments - *Dallas, TX*

\$17,500,000

Dallas Morning News Lease Space - *Dallas, TX*

\$8,500,000

Cabana Residential Tower & Garage - *Dallas, TX*

\$6,500,000

Hickory Four Mercer Crossing Office - *Farmers Branch, TX*

\$5,700,000

Riverwalk Shell Office Building 1 & 2 - *Flower Mound, TX*

\$5,450,000

First United Methodist Church (Children's Building) - *Coppell, TX*

\$3,270,000

Jackson Street Parking Garage - *Dallas, TX*

\$20,500,000

Westlake Entrada Office / Retail / Garage - *Westlake, TX*

\$12,500,000

Meridiana Recreation Center - *Houston, TX*

\$9,500,000

Humble Area Baptist Church (Children's Building) - *Humble, TX*

\$2,400,000

JPS Medical Home Facility - *Arlington, TX*

\$5,275,000



LARRY BODLEY

GENERAL SUPERINTENDENT

ABOUT ME

Larry brings over 20 years of construction experience to your project. He will be responsible for all field construction activities on the project. Larry will provide management expertise to ensure quality construction, schedule commitments, jobsite safety, subcontractor coordination and overall project coordination.

PROJECT EXPERIENCE

International Leadership School of Texas - College Station, TX
\$15,100,000

The Gathering Place Phase 2 - San Antonio, TX
\$5,696,826

ILT Katy Westpark Expansion - Richmond, TX
\$7,836,279

School of Science and Technology – Champions Campus K-8 - Houston, TX
\$12,304,559

IDEA Public Schools - Fort Worth, TX
\$14,607,000

Wichita Dwight D. Eisenhower Airport - Wichita, KS
\$109,000,000

The Douglas - Wichita, KS
\$41,000,000

Waterwalk Place - Wichita, KS
\$23,500,000

Hilton Garden Inn - San Antonio, TX
\$11,500,000

Hyatt Place - The Woodlands, TX
\$12,100,000

Chisholm Lake Apartments - Wichita, KS
\$17,000,000

Privatization of Army Lodging - Lawton, OK
\$8,500,000

Cypress Springs Alzheimers Center - Wichita, KS
\$4,634,000

Ronald Reagan Building (Phase 2) - Wichita, KS
\$1,400,000



STEVE LOEHR

GENERAL SUPERINTENDENT

ABOUT ME

Steve provides an additional layer of support for the field team, bringing over 25 years of widely varied field experience to the group. He will be responsible for all field construction activities on the project. Steve will provide management expertise to ensure quality construction, schedule commitments, jobsite safety, subcontractor coordination and overall project coordination. He has extensive experience with large, multi-building and multi-phase projects. Steve's attention to detail means no part of your project will be overlooked. His experience also means he can identify potential problems before they arise. Steve's diverse project background makes him an invaluable asset to Key, as he provides mentorship and guidance for the entire team.

EDUCATION

KANSAS STATE UNIVERSITY - *Manhattan, KS*

Bachelor of Science in Construction Management

PROJECT EXPERIENCE

Sprouts Grocery - *Wichita, KS*

Sam's Club - *Wichita, KS*

Dillon's Marketplace - *Hutchinson, KS*

Walmart Express - *Clearwater, KS*

Parkside Psychiatric Hospital - *Tulsa, OK*

Cypress Springs Memory Care - *Wichita, KS*

Sedgwick County Fire Station #35 & EMS Post - *Goddard, KS*

Airbus & Airbus Expansion - *Wichita, KS*

Hotel at Old Town - *Wichita, KS*

Eaton Place Apartments - *Wichita, KS*

Icon Apartments - *Bozeman, MT*

Wichita State University Old Town Nursing Tech School - *Wichita, KS*

Colorado Derby Lofts - *Wichita, KS*

Ross Dress For Less & TJ Maxx - *Derby, KS*

Hobby Lobby - *Derby, KS*

Wesley Woodlawn Connector - *Wichita, KS*

Douglas Block Parking Garage - *Wichita, KS*

Advanced Pain Medicine Associates - *Wichita, KS*

Family Health and Rehabilitation - *Wichita, KS*



MARVIN SWAYNE

CORPORATE SAFETY DIRECTOR

ABOUT ME

Marvin's construction safety management experience includes corporate, division and individual project responsibilities. He has over 20 years of construction experience in the safety field. He is responsible for the development, implementation, administration, and management of a comprehensive safety program for Key Construction at all office and construction site locations.

CERTIFICATIONS & AFFILIATIONS

Certified Safety Professional (CSP)

Construction Health and Safety Technician (CHST)

American Society of Safety Engineers Professional Member (ASSE)

National AGC Safety and Health Committee

Emergency Medical Technician (EMT)

Radiation Safety Officer (RSO)

Construction Outreach Trainer (OSHA 10 and OSHA 30)

ICRA Certified



PROJECT EXPERIENCE

Arlington ISD Enterprise Centre - Arlington, TX
\$11,956,302

Grand Prairie Fire Station #4 - Grand Prairie, TX
\$3,979,995

Grand Prairie Fire Station #6 - Grand Prairie, TX
\$1,020,000

JPS Patient Medical Home - Euless, TX
\$8,557,706

Kroger Store #576 - Fort Worth, TX
\$18,100,000

Creekside Phase 1 & 2 - Dallas, TX
\$3,600,000

White Rock Crossing - Plano, TX
\$3,000,000

North Texas Team Surgery - Mesquite, TX
\$1,000,000

MICAH CORN

SUPERINTENDENT



ABOUT ME

Micah brings over 22 years of construction experience to this project. He will facilitate communication between all trades to ensure all quality expectations are met and the project is completed on schedule.





DANIEL CORN

SUPERINTENDENT

ABOUT ME

Daniel brings over 16 years of construction management experience to your project. He is a proficient communicator and continually maintains excellent relationships with owners, architects, and subcontractors. Daniel's technical healthcare experience translates well to the education market with his attention to detail and great coordination.

PROJECT EXPERIENCE

The Gathering Place Phase 2 - San Antonio, TX
\$5,696,826

Great Hearts Lakeside - Fort Worth, TX
\$8,780,000

Northwest ISD Primary/Secondary Data Center - Roanoke, TX
\$5,775,000

Verizon IPTV Data Buildout - Arlington, TX
\$1,466,716

HCA Medical Center Lewisville - Lafayette, LA
\$68,000,000

HCA Women & Children's Hospital - Lafayette, LA
\$40,000,000

Baylor Medical Center - Frisco, TX
\$20,000,000

Baylor Medical Center - Plano, TX
\$10,000,000

Baylor Emerus Hospital - Murphy, TX
\$8,400,000

Medical Office Building - Waxachachie, TX
\$15,000,000

Bryan Tower Remodel - Dallas, TX
\$10,000,000

Brother Bills Helping Hand - Dallas, TX
\$5,000,000



ERNEST BRUNO

SUPERINTENDENT

ABOUT ME

Ernest has 28 years of construction experience and he will bring that to your project. He will facilitate communication between all trades to ensure all quality expectations are met and the project is completed on schedule.

EDUCATION

TEXAS A&M UNIVERSITY - College Station, TX

Bachelor of Arts

PROJECT EXPERIENCE

ILT Katy Westpark Expansion - Richmond, TX
\$7,836,279

Spring Branch ISD School - Houston, TX
\$14,500,000

Dallas Charter School - Dallas, TX
\$50,000,000

Katy ISD Schools - Fulshear, TX
\$150,000,000

Fort Bend ISD School - Missouri City, TX
\$53,000,000

Target Strip Mall - Spring, TX
\$50,000,000

Connection Park Office - Irving, TX
\$15,000,000

Golden Nugget Casino *Resort* Spa - Lake Charles, LA
\$400,000,000

U.S. Consulate - Monterrey, Mexico
\$200,000,000

Marina Grande Condominium - South Daytona, FL
\$5,100,000

Bella Vista Condominium - South Daytona, FL
\$3,500,000

Halifax Landing Condominium - South Daytona, FL
\$2,300,000

Bella Riva Condominium - Fort Walton, FL
\$496,000

Beach Club A&B Condominium - Pensacola, FL
\$250,000

Beach Club Condominium - Pensacola, FL
\$997,000

One Water Place Condominium - Destin, FL
\$439,000

Reflections Condominium - Panama City, FL
\$589,000

Mustique - Gulfshores, AL
\$682,000

Everglades on the Bay Condominium - Miami, FL
\$7,400,000



ROSS HUNEY

SUPERINTENDENT

ABOUT ME

Ross brings over 20 years of construction experience to your project. He will be the primary on-site coordinator for the work in the field at the Windmill Lakes High School project. He has great attention to detail. He will facilitate communication between all trades to ensure all quality expectations are met and the project is completed on schedule.

PROJECT EXPERIENCE

Mid-America Orthopedics - *Leawood, KS*

Waukee High School - *Waukee, IA*

Waukee Elementary School - *Waukee, IA*

West Wichita Assisted Living - *Wichita, KS*

Cypress Springs Memory Care - *Overland Park, KS*

St. Bernard Manor Senior Living - *New Orleans, LA*

Hearthstone Senior Living and Memory Care - *Pella, IA*

Hilton Garden Inn - *San Antonio, TX*

Chicken N Pickle - *Oklahoma City, OK*

Sierra Suites Hotel - *Fishkill, NY*

Iowa State University Student Housing - *Ames, IA*

Ritz Carlton Residences - *Vail, CO*

Marriott Courtyard Hotel - *Lebanon, NH*

Hobby Lobby - *Johnstown, CO*

Walmart Neighborhood Market - *Garden City, KS*

Walmart Neighborhood Market - *Alamogordo, NM*

Walmart Neighborhood Market - *Stillwater, OK*



AL JEFFS

SUPERINTENDENT

ABOUT ME

Ross brings over 20 years of construction experience to your project. He will be the primary on-site coordinator for the work in the field at the Windmill Lakes High School project. He has great attention to detail. He will facilitate communication between all trades to ensure all quality expectations are met and the project is completed on schedule.

PROJECT EXPERIENCE

- Mid-America Orthopedics - *Leawood, KS*
- Waukee High School - *Waukee, IA*
- Waukee Elementary School - *Waukee, IA*
- West Wichita Assisted Living - *Wichita, KS*
- Cypress Springs Memory Care - *Overland Park, KS*
- St. Bernard Manor Senior Living - *New Orleans, LA*
- Hearthstone Senior Living and Memory Care - *Pella, IA*
- Hilton Garden Inn - *San Antonio, TX*
- Chicken N Pickle - *Oklahoma City, OK*
- Sierra Suites Hotel - *Fishkill, NY*
- Iowa State University Student Housing - *Ames, IA*
- Ritz Carlton Residences - *Vail, CO*
- Marriott Courtyard Hotel - *Lebanon, NH*
- Hobby Lobby - *Johnstown, CO*
- Walmart Neighborhood Market - *Garden City, KS*
- Walmart Neighborhood Market - *Alamogordo, NM*
- Walmart Neighborhood Market - *Stillwater, OK*



ROBERT CORTEZ

SUPERINTENDENT

ABOUT ME

Robert brings over 28 years of experience to your project. He is fluent in English and Spanish, giving him the ability to have communication skills with owners and subcontractors. His experience will make him a great team member with an architect, engineer, or construction management firm.

EDUCATION

TEXAS A&M UNIVERSITY - *College Station, TX*

Bachelor of Arts

PROJECT EXPERIENCE

Northwest ISD Secondary Data Center - *Roanoke, TX*
\$5,775,000

BISD Smithfield Gym - *North Richland, TX*
\$8,780,000

Hillcrest High School - *Dallas, TX*
\$35,000,000

WT White High School - *Dallas, TX*
\$18,000,000

FWISD Lowery Rd Elementary - *Fort Worth, TX*
\$14,000,000

T.W. Browne Middle School - *Dallas, TX*
\$9,000,000

T.G. Terry Elementary - *North Richland, TX*
\$7,000,000

Brooker T. Washington School of Visual & Performance Arts - *Dallas, TX*
\$3,000,000



BRETT DIERKS

SUPERINTENDENT

ABOUT ME

Brett graduated from Pittsburg State University with a Bachelors Degree in Construction Science. He will provide management expertise to ensure quality construction, schedule commitments, jobsite safety, subcontractor coordination and overall project coordination.

EDUCATION

PITTSBURG STATE UNIVERSITY - *Pittsburg, KS*

Bachelors Degree in Construction Science

PROJECT EXPERIENCE

Chicken N Pickle - *Grand Prairie, TX*

Walmart Neighborhood Market - *Pueblo, CO; Longview, TX; Amarillo, TX*

Pueblo - \$6,960,000

Longview - \$5,000,000

Amarillo - \$4,500,000

Springhill Suites - *Bozeman, MT*

\$9,810,000

Hyatt Place - *The Woodlands, TX*

\$18,000,000

Hilton Garden Inn - *Lincoln, NE*

\$8,600,000

The Block 1 Parking Garage - *Lincoln, NE*

\$5,200,000



Current Clients/Current Projects

We currently have the following education projects under construction:

- Arlington ISD Enterprise Center Renovation – Arlington, TX; Administrative/Support Facility; 90% Complete
- ILT Katy Westpark High School Expansion – Richmond, TX; Charter School; 80% Complete
- The Gathering Place Phase 2 – San Antonio, TX; Charter School; 25% Complete
- Broken Arrow Public School-Oliver Middle School – Broken Arrow, OK; Middle School; 15% Complete

We have provided a list of our jobs in progress.

Jobs in Progress

PROJECT NAME	OWNER	ARCHITECT	CONTRACT AMOUNT	DATE COMPLETE	PERCENT COMPLETE
WESLEY MEDICAL CENTER ON-GOING PROJECTS	WESLEY MEDICAL CENTER	SPANGENBERG PHILLIPS TICE	PROGRESSIVE	ON-GOING	N/A
ELEMENT HOTEL @ TUKWILLA, WA	BLACKRIDGE DEVELOPMENT	JOHNSON BRAUND	\$29,800,000	May-21	90%
RIVER WEST CNI-CONSTRUCTION FOR PHASE 1 @ TULSA, OK	TULSA HOUSING AUTHORITY	KSQ ARCHITECTS	\$14,435,140	August-21	30%
APACHE MANOR APARTMENTS @ TULSA, OK	TULSA HOUSING AUTHORITY	KING ARCHITECTURAL SOLUTIONS	\$11,903,078	June-21	60%
SANDY PARK APARTMENTS @ TULSA, OK	TULSA HOUSING AUTHORITY	1 ARCHITECTURE LLC	\$11,501,536	June-21	60%
ICON APARTMENT HOMES PHASE 2 @ BOZEMAN, MT	BLACKRIDGE DEVELOPMENT	BGO ARCHITECTS	\$22,626,036	February-22	15%
ARLINGTON ISD ENTERPRISE CENTER RENOVATION @ ARLINGTON, TX	ARLINGTON ISD	CORGAN	\$11,956,302	May-21	85%
ILT KATY WESTPARK HIGH SCHOOL EXPANSION @ RICHMOND, TX	INTERNATIONAL LEADERSHIP OF TEXAS	PIVOT NORTH ARCHITECTURE	\$7,836,276	May-21	80%
CRISER, GOUGH & PARRISH OFFICE @ WICHITA, KS	CRISER, GOUGH & PARISH	SPANGENBERG PHILLIPS TICE ARCHITECTURE	\$3,000,000	July-21	35%
CPRF - CONGREGATE BUILDING #1300 @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$749,298	May-21	80%
CPRF - 8-PLEX BUILDING @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$1,273,015	May-21	80%
CPRF - 6-PLEX BUILDING #800 @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$886,939	September-21	10%
CPRF - 6-PLEX BUILDING #600 @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$886,939	February-22	5%
CPRF - 6-PLEX BUILDING #500 @ WICHITA, KS	CPRF	GLMV ARCHITECTURE	\$886,939	June-22	5%
THE GATHERING PLACE PHASE 2 @ SAN ANTONIO, TX	PERFORMANCE CHARTER SCHOOL	MUSSMAN ARCHITECTS	\$5,800,000	July-21	25%
VERIZON RE-ROOF @ DETROIT, MI	VERIZON BUSINESS	EXP	\$772,852	June-21	40%
BROKEN ARROW PUBLIC SCHOOL-OLIVER MIDDLE SCHOOL @ BROKEN	BROKEN ARROW PUBLIC SCHOOL	BOYNTON WILLIAMS & ASSOCIATES	\$3,924,433	August-21	15%
CHICKEN N PICKLE @ GRAND PRAIRIE, TX	CNP	YAEGER ARCHITECTURE	\$12,200,267	November-21	15%
FIRST MILE @ WICHITA, KS	WS DEVELOPMENT	SPANGENBERG PHILLIPS TICE ARCHITECTURE	\$1,000,000	August-21	5%
VERIZON RE-ROOF @ KNOXVILLE, TN	VERIZON BUSINESS	ENG	\$325,654	June-21	15%
RIVERSIDE PATIO HOMES SITEWORK @ WICHITA, KS	MARKETPLACE PROPERTIES	BAUGHMAN COMPANY	\$1,500,000	July-21	5%
VERIZON FANNIN DECOM @ HOUSTON, TX	VERIZON BUSINESS	WTA, INC.	\$927,651	July-21	10%
VERIZON 60TH STREET HVAC @ OMAHA, NE	VERIZON BUSINESS	WTA, INC.	\$529,064	July-21	10%
VERIZON OFFICE EXPANSION @ CHATTANOOGA, TN	VERIZON BUSINESS	ENG	\$878,454	July-21	10%
VERIZON DECOM @ SALT LAKE CITY, UT	VERIZON BUSINESS	ENG	\$949,876	September-21	5%
LULULEMON - BRADLEY FAIR @ WICHITA, KS	WS DEVELOPMENT	O'NEIL LANGAN ARCHITECTS	\$600,000	September-21	5%
HOBBY LOBBY @ RAPID CITY, SD	HOBBY LOBBY	ROBERT MICHAEL HUGHES	\$895,781	September-21	5%
VERIZON TUCKERTON DECOM @ LITTLE EGG HARBOR, NJ	VERIZON BUSINESS	CB BREEN ASSOCIATES	\$287,014	September-21	5%



Completed Projects / Experience Profile

State number of company's educational projects for each of the following years and total dollar figure:

2017: 6 projects; \$20,532,000
2018: 6 projects; \$27,348,000
2019: 5 projects; \$46,044,000
2020: 6 projects; \$38,980,000

Please list five education-related projects that would be representative of your company's work and services provided within the last three years.

We have provided project information starting on page 46.

List of completed projects involving new construction and renovation of school spaces that have been successfully completed.

We have provided a list of our past 5 years education projects.

List current workload and availability to commence services (as project demand) immediately after being selected by the School.

We provided a list of our jobs in progress behind Tab 5. Key Construction is ready to commence work upon award.

Past 5 Years Education Projects

PROJECT	OWNER	ARCHITECT	CONTRACT AMOUNT	DATE COMPLETE	MARKET SECTOR
Education					
NORTHWEST ISD PRIMARY NETWORK OPERATIONS CENTER	NORTHWEST INDEPENDENT SCHOOL DISTRICT	HUCKABEE ARCHITECTS	\$2,945,000	February-21	EDUCATION
ILT TEMPORARY HIGH SCHOOL @ COLLEGE STATION, TX	INTERNATIONAL LEADERSHIP OF TEXAS	PIVOT NORTH ARCHITECTURE	\$1,997,964	January-21	EDUCATION
USD 259 FUTURE READINESS CENTER @ WICHITA, KS	WICHITA PUBLIC SCHOOLS	PEC	\$989,714	September-20	EDUCATION
TULSA COMMUNITY COLLEGE STUDENT SUCCESS CENTERS @ TULSA, OK	TULSA COMMUNITY COLLEGE	GH2	\$1,300,000	July-20	EDUCATION
GREAT HEARTS TAVOLO - K-8 CHARTER SCHOOL @ FORT WORTH, TX	GREAT HEARTS AMERICA - TEXAS	HKS INC.	\$8,780,000	August-20	EDUCATION
SMITHFIELD MIDDLE SCHOOL GYMNASIUM ADDITION @ NORTH RICHLAND HILLS, TX	BIRDVILLE INDEPENDENT SCHOOL DISTRICT	VLK ARCHITECTS, INC.	\$8,780,000	August-20	EDUCATION
SCHOOL OF SCIENCE AND TECHNOLOGY @ HOUSTON, TX	PERFORMANCE CHARTER SCHOOL	WRIGHT & DABLIN ARCHITECTS, INC.	\$12,000,000	June-20	EDUCATION
FOUNDERS CLASSICAL ACADEMY OF FLOWER MOUND H.S. @ FLOWER MOUND, TX	RESPONSIVE EDUCATION SOLUTIONS	WRIGHT GROUP	\$7,130,000	June-20	EDUCATION
EDMOND MEMORIAL HIGH SCHOOL FOOTBALL STADIUM @ EDMOND, OK	INDEPENDENT SCHOOL DISTRICT NO. 12	THE STACY GROUP	\$13,730,000	September-19	EDUCATION
HARMONY SCIENCE ACADEMY @ GRAND PRAIRIE, TX	HARMONY PUBLIC SCHOOLS	HEIGHTS VENTURE ARCHITECTS	\$6,429,600	September-19	EDUCATION
ORU NEW RESIDENCE HALL @ TULSA, OK	ORAL ROBERTS UNIVERSITY	KSQ ARCHITECTS	\$9,600,000	August-19	EDUCATION
JUBILEE WESTWOOD K-8 REMODEL @ SAN ANTONIO, TX	PERFORMANCE CHARTER SCHOOL	PIVOT NORTH ARCHITECTURE	\$1,676,832	July-19	EDUCATION
IDEA PUBLIC SCHOOLS - CHERRY LANE @ FORT WORTH, TX	IDEA PUBLIC SCHOOLS	HKS INC.	\$14,607,000	July-19	EDUCATION
BAPS CHILD NUTRITION RENOVATIONS @ BROKEN ARROW, OK	BROKEN ARROW PUBLIC SCHOOLS	GS HELMS & ASSOCIATES	\$530,539	October-18	EDUCATION
PERFORMANCE CHARTER SCHOOL NEWMAN ACADEMY REMODEL @ ARLINGTON, TX	PERFORMANCE CHARTER SCHOOL DEVELOPMENT	HEIGHTS VENTURE	\$749,000	October-18	EDUCATION
TULSA UNIVERSITY KEPLINGER HALL RENOVATIONS PHASE 5 @ TULSA, OK	TULSA UNIVERSITY	HASTING & CHIVETTA	\$1,522,726	September-18	EDUCATION
INTERNATIONAL LEADERSHIP OF TEXAS K-8 @ COLLEGE STATION, TX	GRHH PERFORMANCE COLLEGE STATION	PIVOT NORTH ARCHITECTURE	\$14,984,763	August-18	EDUCATION
TULSA UNIVERSITY FOOTBALL LOCKER ROOM REMODEL @ TULSA, OK	THE UNIVERSITY OF TULSA	HASTING & CHIVETTA	\$532,445	May-18	EDUCATION
EDMOND MEMORIAL HIGH SCHOOL GYM/ATHLETIC MODIFICATIONS/BAND ROOM ADDITION @ EDMOND, OK	EDMOND PUBLIC SCHOOLS	CSBS ARCHITECTS	\$9,027,000	April-18	EDUCATION
SANTA FE HIGH SCHOOL FIELD HOUSE AND CLASSROOMS @ EDMOND, OK	EDMOND PUBLIC SCHOOLS	THE STACY GROUP	\$4,708,000	December-17	EDUCATION
MOORE NORMAN TECHNOLOGY CENTER IEC RENOVATION @ NORMAN, OK	MOORE NORMAN TECHNOLOGY CENTER	THE STACY GROUP	\$7,515,000	December-17	EDUCATION
TARRANT COUNTY COLLEGE DISTRICT RENOVATION @ FORT WORTH, TX	TARRANT COUNTY COLLEGE DISTRICT	BENNETT BENNER PARTNERS	\$1,700,000	September-17	EDUCATION
ORU ONEOK SPORTS COMPLEX @ TULSA, OK	ORAL ROBERTS UNIVERSITY	SPARKS REED	\$2,478,256	August-17	EDUCATION

ILT Katy Westpark Expansion - Richmond, TX

This charter school expansion and remodel project is currently under construction. The building will accommodate approximately 720 high school students.



Project Reference:

Charles Klein, ILT
972.479.9078

Architect:

Pivot North Architecture

Project Amount:

\$7,836,279



International Leadership of Texas - College Station, TX

The construction service package provided for the International Leadership of Texas organization for this K-8, ground-up charter school included a 95,000 SF single story facility spread over a 14.38 acre site. The structure and envelope for this facility includes load bearing masonry, structural steel, stud framing, drainable EIFS / masonry systems, multiple roofing systems, and those signature fiberglass columns International Leadership of Texas is known for. The building is conditioned with forced air HVAC systems, equipped with lighting controls, and insulated to meet and exceed the Texas State Certification of Commercial Building Energy Codes. The building boasts a full-sized competitive gym, seating, indoor practice area, weight training facilities, full-service kitchen, cafeteria, and music room that doubles as a stage. The impressive site package included a nearly five acre detention pond, three playground structures, two full-size exterior basketball courts, multi-purpose practice field, baseball field, site paving, and landscaping/irrigation.



Project Reference:

Jay Lemery
832.823.8200
jlemery@performancecsd.com

Architect:

Pivot North Architecture

Project Amount:

\$15,357,840

School of Science and Technology – Champions Campus K-8 – Houston, TX

This 66,500 SF school accommodates Pre-K through 8th grade. The building is structural steel with cold-formed framing, while the exterior is EIFS with natural stone veneer and a TPO roof. There is a Maker's Space which features break-out, full glass classrooms for individual learning opportunities. The project includes a full-size gymnasium and fully shaded playground area.



Project Reference:
Jay Lemery, Owner
 832-823-8200
 jlemery@performacecsd.com

Architect:
 Wright & Dalbin Architects

Project Amount:
 \$12,939,058

IDEA Rise Elementary School – Fort Worth, TX

This new two-story school is constructed of conventional steel with cold-formed curtain walls. Within the 81,872 SF is a storm shelter / cafeteria, gymnasium with maple flooring, a full commercial kitchen, classrooms, locker rooms, staff offices, and maintenance facilities.



Project Reference:
Peter Hayes, Owners Representative
 956.377.8000
 phayes@pmstix.com

Architect:
 HKS, Inc.

Project Amount:
 \$14,836,791

Great Hearts Lakeside Charter School – Fort Worth, TX

This 45,600 SF, 2-story K-6th school building is constructed with a conventional steel structure and a cold-formed shell. The facade is made of fiber cement siding. It includes an 11,000 SF storm-rated CMU storm shelter with a concrete cap over the steel and decking. The play area includes an exterior synthetic turf.



Project Reference:
Aaron Kindel, Superintendent
 210.888.9475

Architect:
 HKS, Inc.

Project Amount:
 \$8,780,000



Founders Classical Academy High School - Flower Mound, TX

The new ground-up high school is built on the existing elementary campus. The 34,000 SF project includes 16 classrooms, an art room, science room, library, and lunchroom. The exterior is stucco and manufactured brick.



Project Reference:
Steve Hilton, Owner
 605.225.8030
 swilton@responsived.com

Architect:
 Wright Group Architects

Project Amount:
 \$7,130,000

Jubilee Westwood K-8 Remodel - San Antonio, TX

The 43,100-square-foot renovation includes adding a gymnasium, cafeteria and kitchen, as well as updating all ADA accessibility. We are also enhancing the exterior space with a new basketball court, playground and open metal shade structures.



Project Reference:
Jay Lemery
 832.823.8200
 jlemery@performancecsd.com

Architect:
 Pivot North Architecture

Project Amount:
 \$1,676,832

The Gathering Place - Richmond, TX

This is the second phase construction of 4 additional buildings nestled within the confines of an existing, very active, school. The two main buildings are 2-story hybrid structures comprised of cold-formed metal framing, wood trusses, and metal deck. The main buildings consist of 18 classrooms, two of which are shared classrooms. Each classroom has an open floor concept and opens up to the exterior with glass overhead doors. This building utilizes a combination of skylights and open floor structures with traversable netting to maximize outdoor lighting at interior spaces. The exterior finish utilizes a combination of Nichiha and Hardi siding and the roof is TPO. A series of elevated wooden boardwalks will be constructed to create The Gathering Place for outdoor learning, to travel the campus, and to provide outdoor learning spaces for second floor classrooms. The two separate buildings will house the dance studio and music classes and are single story of similar construction. This project had a negotiated construction manager delivery. This project is currently under construction.



Project Reference:
Jay Lemery
 832.823.8200
 jlemery@performancecsd.com

Architect:
 Mussman Architects

Project Amount:
 \$5,696,826

Newman Academy Remodel - Arlington, TX

This project consisted of a full interior renovation, exterior painting and RT repair. A front entry canopy with metal studs, cast stone and EIFS was also added.



Project Reference:

Jay Lemery
832.823.8200
jlemery@performancecsd.com

Architect:
Heights Venture

Project Amount:
\$749,000

Meritrust Credit Union Headquarters - Wichita, KS

This project consisted of the interior demolition and renovation of a 10-story building. Pre-existing finishes such as carpet, ceilings, plumbing fixtures, doors, and walls were removed, and new finishes have been installed in their place. The renovated space houses several individual offices, large open-office space, break rooms and beverage areas, mother's rooms, and new ADA restrooms. There have been two new entrances constructed for the building, made of structural steel and storefronts. A large portion of the MEP systems have been reused and brought up to code.



Project Reference:

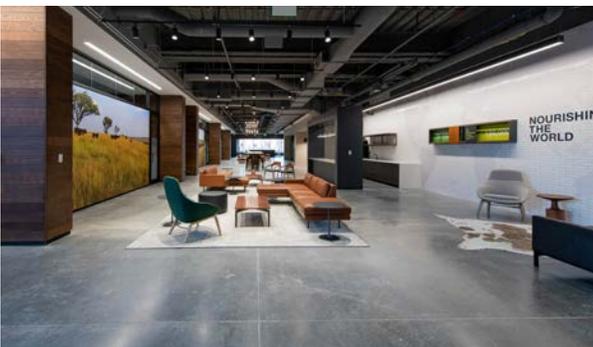
Bobby Seacat
316-558-5059

Architect:
GLMV Architecture Project

Project Amount:
\$11,000,000

Cargill Protein Headquarters - Wichita, KS

The new building features a technology center, presentation kitchen, sensory center kitchen and testing booths, a third-floor balcony and an employee café. There is an 800-car parking garage for employee use during the day that can be used by the public in the evening.



Project Reference:

Confidential

Architect:
HOK

Project Amount:
\$60,000,000



Professional Services

As explained below, our team is prepared to partner with your leadership team, staff, other stakeholders, and designers immediately upon selection. Information gained through that process will be used to develop an overall preconstruction plan that will ensure your facility is delivered in a time frame and budget that best benefits the needs of the school and, most importantly, the students.

PRECONSTRUCTION

All successful construction projects begin with a comprehensive plan developed in the preconstruction phase.

For Key Construction, Preconstruction Services are a comprehensive process which begin with an owner's idea and ends when the doors are open. Our preconstruction team, though led by dedicated preconstruction professionals, includes the complete project operations team, including project managers, superintendents, and project engineers. All members' expertise is brought into the preconstruction process. For your project we have assembled a team that has experience with commercial kitchens, student dining, and higher education renovation projects.

As we share your vision, we are able to keep your best interest at heart throughout the project.

It begins with initial teaming or "visioning" meetings where our project team comes together with your team, staff, other stakeholders, and designers, to learn about the project. Our goal is to understand the purpose of the facility, how it will be utilized, what expectations end users will have, and the overall vision the stakeholders have for the project.

Once design work begins, our complete team is engaged with the design team as it progresses. Rather than waiting for a complete set of schematic or design development documents, we follow as the design is crafted and materials and processes are selected, offering guidance weekly and sometimes daily. The guidance offered varies from cost impact, constructability, material availability, and market conditions, which can all affect the decision-making process. This proactive approach means that opportunities to reduce cost

are incorporated from the beginning, rather than reactively through a cumbersome and often expensive "value engineering" process. With early engagement and input, redesign steps are eliminated, which save both time and design fees.

As documents progress through design milestones, our preconstruction team provides incremental budgets, or cost opinions, which definitively establish the total project cost at each stage. Key utilizes a variety of information to develop a project budget including but not limited to internal quantity surveys, historical cost databases, subcontractor input, and market trend data. Our job is to arm owners and designers with information to make informed decisions. As such, these budgets serve as benchmarks for decision-making as the design progresses and additional decisions are made. We pride ourselves on providing information that is clear and easy to understand for all parties. You shouldn't need to be a construction industry expert to understand your project budget.

Any contractor can provide an estimate of what is shown on a set of plans and specifications. Perhaps more important than providing an estimate of what is shown is including what isn't shown. Our approach is to include everything that will be needed to make the project meet the owner's expectations. We work to capture everything in the budget, and if something necessary isn't in the documents, we coordinate with the design team to ensure it gets captured and included as they progress.

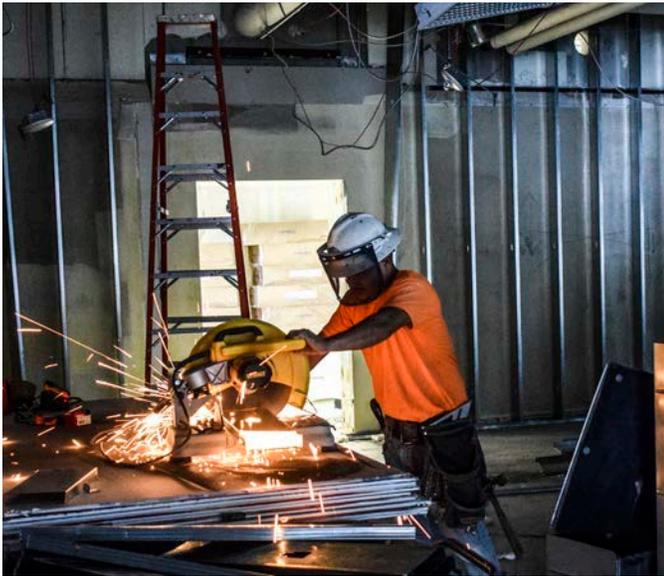
For a project budget to be utilized effectively it needs to tell the whole story of a project. Our project budgeting includes more than just our portion of project. This is especially critical on more complicated projects with owners procuring various elements through other providers, engaging other direct consultants, and providing owner furnished materials. We track all costs associated with the project, including but certainly not limited to: site investigation costs, design fees, owner furnished materials, FF&E, OS&E, opening expenses, etc. This ensures that the true total cost for the project is within the owner's expectations. It also ensures all parties are literally on the "same page", understanding where each portion of the project is tracked, who is responsible for it, and the value for that portion. This way no portion of the project falls through the cracks. It is important to note that as savings are realized throughout the process, all savings are retained by the owner.

The preconstruction team's involvement does not end with the bidding of the project. Our team is engaged throughout the project providing guidance and input to ensure that the goals and expectations for the project, which were established in the first visioning meeting, are maintained through project completion. Perhaps equally important, our preconstruction team also gains valuable feedback which we document and learn from, strengthening our next preconstruction effort.

CONSTRUCTABILITY REVIEW

When we build a building, we build it three times: First, in our minds - Second, on paper - and Third, on the site. Our constructability process encapsulates the first two times so potential issues are resolved prior to the actual construction of the project.





Key's Constructability Review process is an opportunity for seasoned construction field trade experts to review the documents and offer insight. During this process all aspects of the building are reviewed. From evaluating how work will be phased, to how trades will construct various project details, to project envelope integrity, to workforce availability and more, all considerations are discussed during the process.

Our team, along with the project owners and design team, sit down together to do a detailed page turn of incremental project documents (E.G.: Schematic Design, Design Development, and Construction Document phase documents). Once we understand the intent of the plans, our team, along with trade experts, outside consultants, and other experts as needed, collaboratively review the plans in detail and discuss how the project will be built. As potential issues are identified they are immediately logged and shared with the owner and design team. With each potential issue identified, we also offer solutions to aid the design team in making adjustments.

Because building envelope integrity is so crucial, Key has a standard policy of engaging a third-party building envelope consultant on every single project for the purposes of reviewing project documents and in-place work to ensure the building will be free of leaks and also ensure our compliance with the final construction documents.

CONSTRUCTION PHASE

Our most important resource is our team. The best preconstruction plan is still nothing more than an idea until the project team begins work on site. The actual people on-site making the work happen are the key to a successful project. Our on-site team has been specially selected for your project based on their experience and skill sets.

Much like selling a product, your project must be marketed to the Subcontractor and supplier Community.

The on-site team of the superintendent, assistant superintendent, project manager, and project engineer are who make the project happen. The Key team works together from preconstruction through project completion, this way they un-

derstand everything that goes into the project plan and have an opportunity to provide guidance in the planning phase.

Our on-site professionals use a host of tools to effectively manage all aspects of the work. Whether it is driving the schedule, reviewing work for quality assurance, managing payments, or documenting progress, our team is fully equipped to oversee every facet of the project so that nothing slips through the cracks.

Throughout the project, our team is responsible for ensuring maximum value in all aspects of the work. Value doesn't necessarily mean a cheap price; It's an overall measure, which includes quality and functionality. Our on-site team understands their fiduciary responsibility to you and your stakeholders.

As your Construction Manager, Key is accountable for every dollar spent on the project. Transparency is crucial for maintaining that accountability. As such, our entire process is completely open book. The project team of Owner, Architect, and Construction Manager are involved in all decision-making and can observe all allocation and spending. From bid opening, through subcontracting, project administration, and project close-out, all accounting functions are carried-out under observation of the entire project team.

One thing that sets Key apart from our competition is the level of involvement from our executives and leadership teams. While many companies' leaders only make appearances at interviews and ribbon cuttings, our division president is engaged in day-to-day operations of all projects. Our president, directors, and other executives are engaged in the project to provide rapid support for our on-site team.

TOOLS

Key understands that communication is what makes a project successful. We provide frequent, open communication through several methods. Our project team provides a weekly report to all stakeholders which will document all completed, ongoing, and upcoming project elements and includes photo documentation of construction progress along with reports on all project documentation. This report serves not only as an update tool for the Owner and Architect but can be used to communicate construction activities to staff, faculty, students, and visitors so they are aware of the construction activities, are advised of any impacts to their routines, and can share in the excitement of the project.

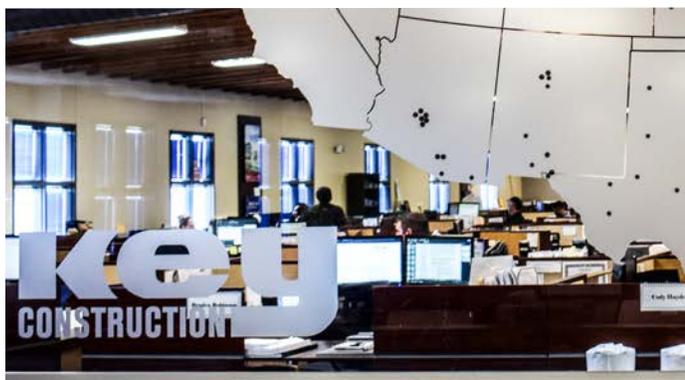


One key tool we utilize for management of the bidding process is the Smartbidnet.com platform. This platform provides an easy method for any interested person to easily view the project documents, ask questions, and even submit their proposal (if applicable). It also includes our total subcontractor and supplier database of over 14,000 companies and allows us to track each company by their respective work trade and areas where they work.

During design efforts Key utilizes Autodesk BIM platforms such as Revit, Navisworks, and Assemble to view, manage, and coordinate design elements.

Additionally, Key Construction utilizes the Procore platform for project management. Procore is the leading tool for project communication and document management. Through its website and mobile app, it allows the entire project team,

including the Owner and Architect, to view all project documents at any time. All project accounting and reporting will be communicated through Procore in addition to frequent traditional team meetings. The Key team will be sharing and tracking: project documents and any changes, accounting, safety inspections, quality assurance inspections, submittals, requests for information, project photos, punch list and close-out documents.



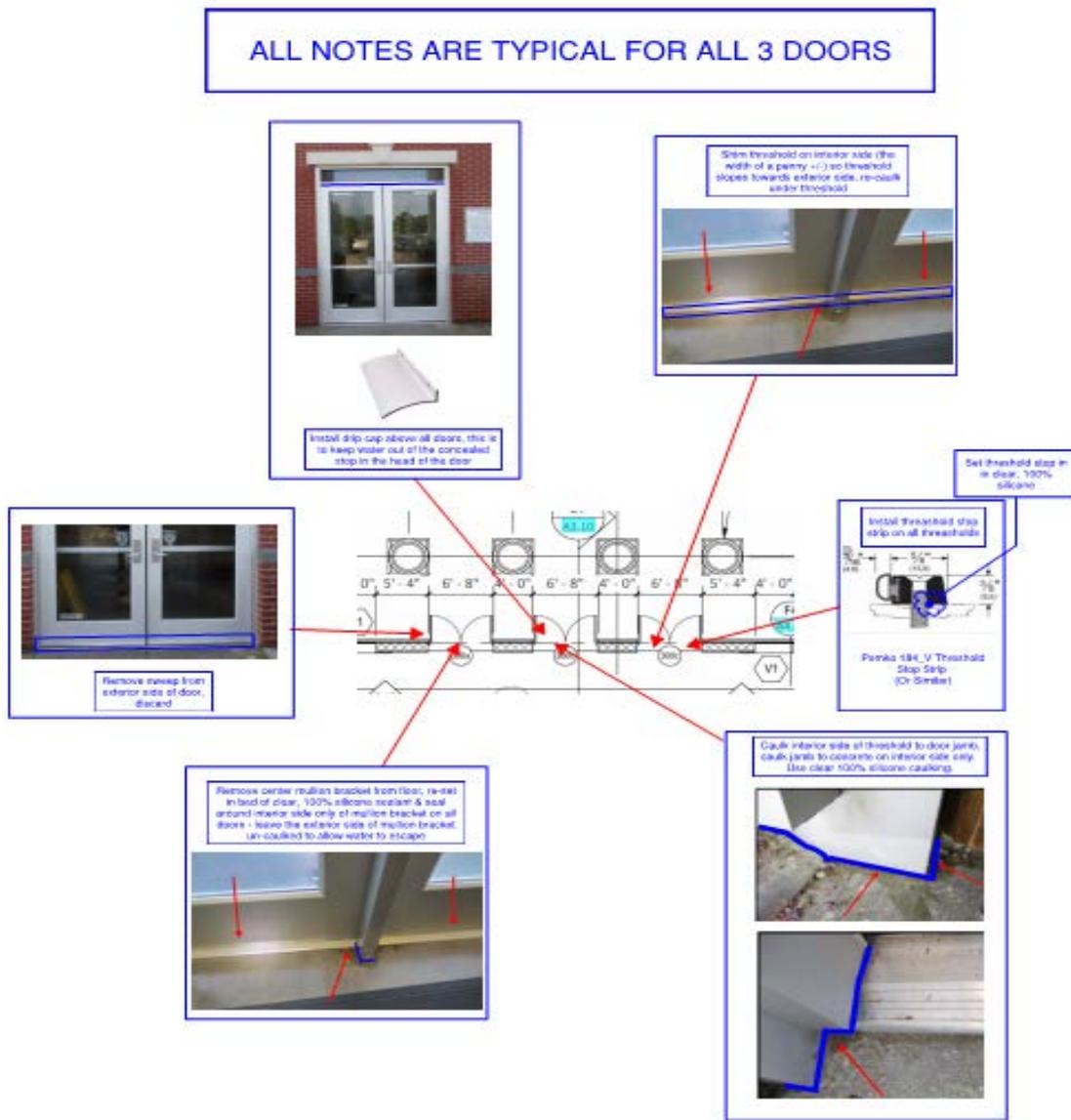
Unique Qualifications & Advantages

Here are some examples of how we've improved previous projects providing design assist services:

It was brought up during the course of construction that the sisal wallcovering that is installed in the corridors and select classroom walls has had frayed edges at termination locations in past project. Key pays attention to our Client's maintenance needs and offered up a suggestion on how to help prevent this fraying from occurring on our project. Throughout, we've added a wooden termination trim at no cost to ILT at all termination locations to ensure a quality product.



During an unusually strong storm event, a strong, wind driven rain found its way into the main three entry doors of the building and water infiltrated the front entry. This is obviously unacceptable to Key's high standards. We scheduled a waterproofing consultant to review our installation and provide the design enhancements needed to ensure the front entry was sealed up properly. Since we've executed these design improvements, we're glad to report that there have been no more issues brought to our attention.



Again, in response to our Client's maintenance needs, it was brought to our attention that the ceiling mounted restroom partition doors were being "hung" on by students. We sprang into action and offered to purchase stainless steel partition support brackets at no cost to ILT to aid to support the restroom partitions. Even after the warranty period, Key wants to remain a partner in your building's needs throughout its lifespan.



On the College Station K-8 ILT project, a transition between the roofing material and an EIFS material occurred at several wall penetrations where a duct was to penetrate a CMU wall. Key Construction suggested the termination bar at this roofing was raised so the penetration was to occur 100% at the TPO roofing material around the ductwork. This created a cleaner transition between the ductwork and the roofing. Also, as you can see from the photo, the ductwork is purposefully sloped away from the building to allow any water introduced into the ductwork to drain away from the building. These are very intentional decisions made by our teams daily to improve the quality the structures built for our clients.



Another means to ensure our projects are completed on time is to come up with construction methods that will speed up our projects. A prime example is to request flex-base material to be used instead of select-fill for the capillary layer of a building pad. For the Idea Rise project in Fort Worth, TX, we requested that 6" of the 12" capillary layer be changed from select fill to flex-base (crushed concrete). This was a cost to the project, but we have found in the past that our schedule suffers significantly due to rain delays while putting in foundations and working on under-slab rough-ins. As you can see in the picture, we received a rain event, but were still able to be on site working on the building pad drilling piers to maintain schedule.



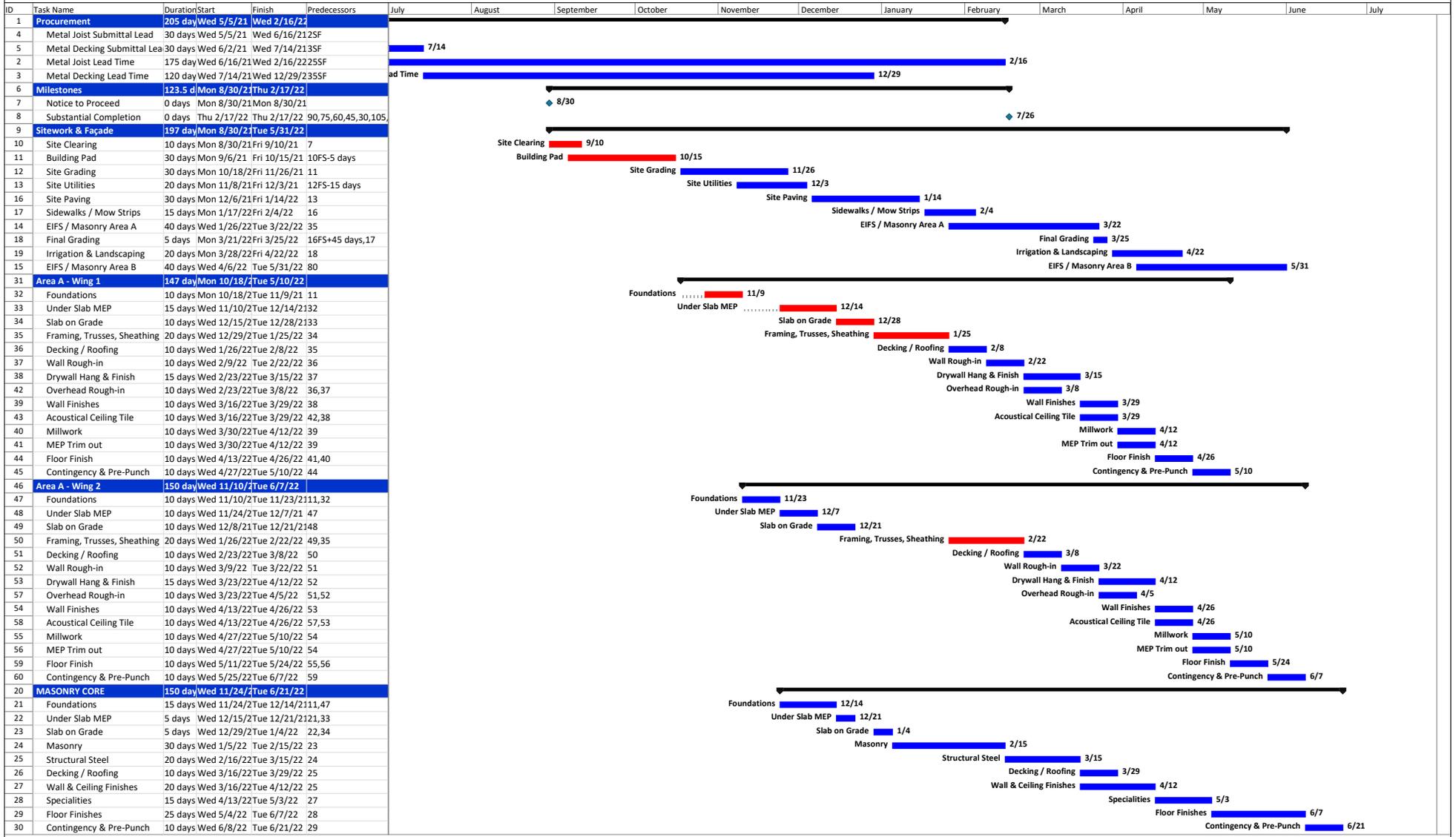
We are always on the lookout for ways to save the owner money without compromising quality. Value engineering options are often presented to the owner during construction. For the College Station K-8 ILT Project, a few items were brought to the developer's attention which allowed the developer to spend more towards building upgrades:

- Alternate manufacturer for the vinyl windows (Pella) was proposed for a value of (\$14,000)
- Alternate manufacturer for the playground (Superior) was proposed for a value of (\$18,000)



ILT Sample K-8 Mon 5/24/21

Mon 9/11/17
Fri 7/6/18



0% Complete

Page 1 of 2

Key Construction, Inc



Technology / Electronic Data

At Key Construction, we regularly execute projects that require the highest level of coordination and collaboration for cutting edge systems. Whether these elaborate systems are included in our contract or provided by others, it is our responsibility as the Construction Manager to make sure the design, planning, installation, and commissioning of these systems meet the client's expectations.

From the initial preconstruction phase of a project, Key Construction will ask the pertinent questions regarding the systems and equipment that will be included in the project. These will include design, technical, and schedule related inquiries so we can assure all parties are on the same path. Our preconstruction schedule will include design, submittal, lead time, and installation placeholders for all technology. This will go along with our meeting agendas that will include placeholders to press the necessary coordination among the relevant parties. Taking a shell space to the client's dream is what we do every day, and we are very adept at coordinating the process.

Key Construction views it as our responsibility to coordinate with all designers, vendors, clients, and other stakeholders to assure a successful project. Our inquiries may sometimes seem premature, but we know that getting all information coordinated early, will lead to a successful completion of the project. We use our web-based platform, PROCORE, as a one stop location for all collaboration. We will ask about equipment, power requirements, rough-in locations, flooring flatness/levelness, lead times, installation durations, crew availability, and all other relevant information to determine the proper sequence of activities.



Laser Scanning

Regarding Key Construction's own technology, we have the in-house ability to provide an as-built laser scan file. This would be in the form of a point cloud model of the shell space, to assist Gensler with the project design. This will assure that all shell requirements have been met and allow the design to be properly coordinated, while eliminating future issues. This tool can also be used to relay future precise information to other designers, especially since they will be located a great distance from the project.



Matterport Reality Capture System

Key also uses Matterport technology to visually document the project conditions along the way, especially prior to any rough-ins being covered with wall or ceiling finishes. We share these files on a regular basis to our staff, clients, and trade partners, finding them to be an invaluable tool in relaying project information and providing the client a vital tool for future use.

Our regularly scheduled Owner, Architect, and Construction Manager (OAC) meetings, will have specific agenda items regarding each item to be coordinated. Whether it be a robot or a 3D printer, the coordination of those items will never get put on the backburner. We will bring in the subject matter experts and coordinate with all other pertinent parties as each item comes in line for rough-in, installation, and commissioning.

Special technology and systems require special coordination. Key Construction will conduct preinstallation meetings for each of these systems and include all parties. Examples of preinstallation meetings for the Digital Experience would include:

- Conduit and data box rough-ins/locations
- Low voltage wiring
- Power requirements
- Flooring flatness/levelness
- Delivery paths and logistics
- In-wall and in-ceiling blocking/supports
- Clearances

As we mentioned, we frequently work with cutting edge systems and technology. As each new item arises, we make it a point to become the construction expert on that item to be the best voice and advocate for the client. You can expect the same service with the ILT projects.





Application Signature

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

This information contained herein is true and accurate to the best of my knowledge. By signing below, the company agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other companies competing on the same project.

Scott Casebolt, President – Commercial and National Accounts

5/28/21

NAME (Please print or type)

DATE



SIGNATURE



GENERAL CONTRACTOR QUALIFICATIONS

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1



Company Overview

COMPANY OVERVIEW



HRNCIR Construction was established in October of 2013 to serve the commercial tenant/capital improvement needs of commercial real estate and corporate clients throughout the Dallas/Ft. Worth Metroplex. With over 30 years of commercial construction experience locally and across Texas, Pat Hrnrcir fulfilled a dream to create his own unique brand founded upon integrity, a genuine care and concern for the varied needs of the client as well as those of his employees and their families, and a sophisticated yet simplistic approach to the preconstruction and construction process that exceeded the client's expectations in terms of quality, safety, schedule, and cost.

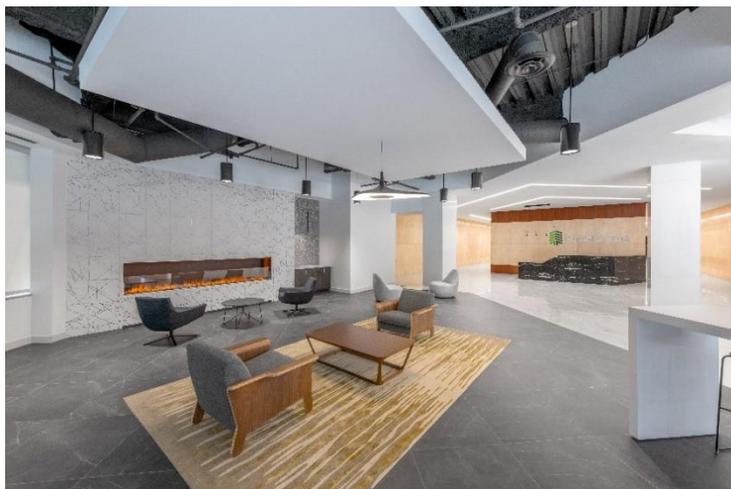
Prior to establishing HRNCIR Construction, Pat started and managed MAPP Construction's Texas Interiors Division for over 16 years, finishing out and renovating up to \$60M annually in corporate office space and law firms, interior and exterior capital improvements, hotels, restaurants, higher/secondary education facilities, call centers and data centers. He also served as Vice President of James R. Thompson and MAVCO Corporation, a Dallas based affiliate of Trammell Crow Company. Throughout his career, Pat has developed and nurtured valued relationships and possesses a keen insight to the needs and expectations of commercial real estate professionals, architects, designers, consultants, and the corporate clients served. His knowledge of commercial construction from past experiences as a superintendent, estimator, project manager, business developer, and division leader prepared him well in immediately surrounding himself with top-notch construction talent with whom he was very familiar from the local marketplace.



Cityplace 4th Floor Atrium

HRNCIR Construction's organic growth model has been a continuous progression of expanding its client base and size and complexity of projects over the last seven and a half years while continuously recruiting and strategically adding talented construction professionals in the areas of Project Management/Estimating and Field Supervision with those that fit the client service oriented culture as well as values consistent with HRNCIR Construction's mission. HRNCIR's goal is to not be the largest tenant improvement general contractor in the DFW market, but the best. HRNCIR Construction completed over \$38M in tenant and capital improvement projects in 2020 with projects ranging from \$150K to \$18M.

HRNCIR Construction's dedicated team of professionals, made up of a unique blend of youthful enthusiasm and seasoned expertise, has consistently delivered at the highest standards on every project encountered, regardless of the combination of challenges presented. By continually evaluating bright like-minded construction talent and striving to analyze our results and better ourselves on each and every project, HRNCIR construction is poised to strategically grow along with its client base as well as in the size and complexity of projects pursued.



Rambler Park Lobby

HRNCIR Construction was recognized in 2014 as Cassidy Turley's (now Cushman & Wakefield) Contractor of the Year. In 2015, 2016, and 2017, HRNCIR was named one of Dallas Business Journal's Top Ten Best Places to Work and selected as the "Number One" Best Place to Work in 2018. In 2019 and 2020, Texas Association for Business & Texas Monthly named HRNCIR as a top 10 finalist for the Best Places to Work in Texas. HRNCIR Construction has quickly become a respected name in the local industry by exceeding the expectations of its clients, employees and business partners and delivering projects of the highest quality and within the time frames and budgets demanded in this fast-paced and competitive market.

2



Company Profile Summary

COMPANY PROFILE SUMMARY



Legal Name/Address: HRNCIR Construction, LP
 3710 Rawlins Street, Suite 850
 Dallas, Texas 75219

Established: 2013, Texas Limited Partnership

Partners: Patrick Hrcir, Managing Partner
 Brandon Snyder, Partner

Services Provided: Preconstruction Planning
 Preliminary/Conceptual Estimating
 Scheduling
 Estimating – Formal/Negotiated Bids
 Design-Build
 Project Management
 Field Supervision
 Construction Management
 Consulting

Project Types: New Commercial Construction, Renovations, and Tenant Improvements

- Corporate Office
- Law Firms
- Warehouse/Distribution
- Call Centers/Data Centers
- Capital Improvements
- Hospitality
- Restaurants
- Retail
- Banks
- Higher Education/Post-Secondary Education
- Facilities Maintenance

Annual Volume:	2018	\$16,000,000
	2019	\$28,000,000
	2020	\$38,000,000

Staff:	Project Managers/Estimators	6
	Senior Superintendents	5
	Superintendents	6
	Project Coordinators	2
	Project Accountant	1
	Controller	1
	Marketing/Business Developer	<u>1</u>
	Total	22

Insurance Limits: Gen Liab \$1M/\$2M; Auto \$1M; Umbrella \$10M/\$10M; WC \$1M; Bldrs Risk \$5M

Bonding: \$10M Aggregate/\$5M Single Limit (greater limits considered on a per project basis)

3



Leadership

LEADERSHIP



PATRICK HRNCIR – PRESIDENT, MANAGING PARTNER

With over 30 years of commercial construction experience, Pat Hrcir fulfilled a dream to create his own unique brand founded upon integrity and a genuine care and concern for the varied needs of clients as well as those of his employees and their families. Establishing HRNCIR Construction, LP in October 2013, Pat now serves as President and Managing Partner of the company as well as estimates and manages projects on a day to day basis.

Prior to HRNCIR Construction, Pat established and managed MAPP Construction's Texas Interiors Division for more than 16 years, finishing out and renovating corporate offices, law firms, hotels, restaurants, call centers, data centers and providing capital improvements to buildings in Dallas/Ft. Worth as well as across Texas, Oklahoma, Louisiana and Florida. He also served as Vice President of James R. Thompson and MAVCO Corporation, a Dallas based affiliate of Trammell Crow Company.



Throughout his career, Pat has developed and nurtured valued relationships and possesses a keen insight to the needs and expectations of commercial real estate professionals, architects, designers, consultants and the corporate clients served. His knowledge of commercial construction from past experiences as a superintendent, estimator, project manager, business developer, and division leader prepared him well in surrounding himself with top-notch construction talent that has consistently delivered projects of the highest quality and within time frames and budgets demanded in a fast-paced and competitive market.

Pat is a graduate of Texas Tech University ('85 BBA) and is an active member of Salesmanship Club of Dallas, The Real Estate Council, and serves on the Texas Tech Rawls College of Business Advisory Council.

LEADERSHIP



BRANDON SNYDER – VP OPERATIONS, PARTNER

Brandon Snyder began his commercial construction career in 2010 as an assistant estimator with Mapco, Inc./Federal Management Solutions in San Antonio where his initial construction knowledge and skills were shaped by a highly experienced team of preconstruction professionals. Brandon quickly advanced to estimator while gaining invaluable experience in building conceptual budgets and estimates for complex government projects across the United States and around the world ranging from \$4-25M.



With an opportunity to return home to Lubbock, TX, Brandon joined M3D General Contractors where he learned how to apply his two-dimensional construction knowledge to building commercial projects as a superintendent in the field. He eventually made his way back into the office where he estimated and managed a variety of new construction and renovation projects ranging from office buildings to public libraries, retail stores, sports facilities, car dealerships and grocery stores in Lubbock, across Texas and Colorado.

In 2013, with a desire to broaden his construction knowledge and experience, Brandon accepted a position with MAPP Construction in Dallas where he quickly adapted to the fast-track commercial interiors world. While at MAPP, Brandon honed his cost and document control skills and abilities to drive the construction process while estimating and managing multiple tenant improvement projects in Class A office buildings.

Upon the establishment of HRNCIR Construction, LP, Brandon joined Pat Hrcir at the company in October 2013. His seemingly quick rise to becoming an accomplished estimator and highly successful project manager along with his intangible qualities as a proven winner and ability to recognize the varied expectations of clients served while delivering accordingly on all fronts, Brandon was named a partner at HRNCIR Construction, LP in 2015. He now leads HRNCIR'S preconstruction efforts, oversees construction operations and manages the company's more complex projects.

Brandon is graduate of Texas Tech University ('10 BS) and continues to be an active with Young Life ministries, serves on the advisory board for TTU Phi Delta Theta fraternity and is a member of The Real Estate Council.

4



Representative Projects

REPRESENTATIVE PROJECTS



LSG Skychefs

Corgan

Riverside Commons, Irving, TX
\$4,075,000

E4D Technologies

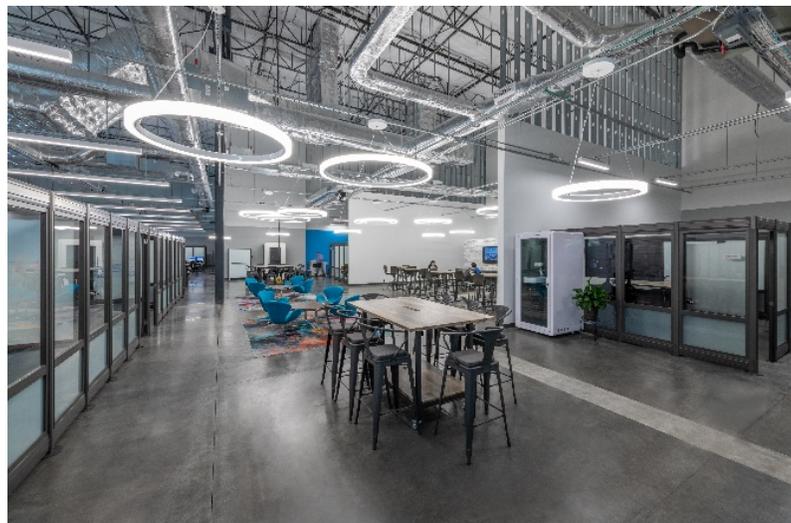
Page

Richardson Business Center, Richardson, TX
\$3,248,100

One Legacy West Amenities/Commissary

Lauckgroup

One Legacy West, Plano, TX
\$3,640,000



E4D Technologies



One Legacy West Amenity Spaces

Westdale Real Estate Investment & Management

Perkins & Will

The Epic Deep Ellum, Dallas, TX
\$4,077,000

St. Augustine School of Medical Assistants

Interprise Design

Riverside Commons, Irving, TX
\$2,428,324

St. Paul Place Spec Suites & Capital Improvements

Entos Design

St. Paul Place, Dallas, TX
\$1,050,000

Planet Home Lending

HOK

Riverside Commons, Irving, TX
\$1,320,000

West Coast University – Richardson Campus

Gensler

2323 N. Central Expressway, Richardson, TX
\$22,000,000

Roofstock/28th Floor Corridor & RR's

LPA

717 Harwood Street, Dallas, TX
\$1,820,000



Westdale Real Estate Investments

REPRESENTATIVE PROJECTS



Compass Real Estate Dallas

Compass Real Estate

Vocon

Terraces at Douglass Center, Dallas, TX
\$1,875,000

Cityplace 6th Floor Spec Suites & Corridors

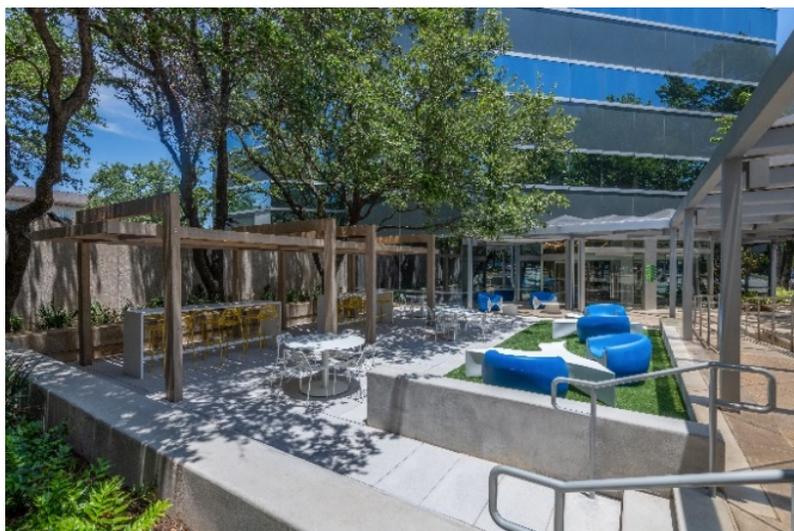
Interprise Design

Tower at Cityplace, Dallas, TX
\$1,490,000

Rambler Park Capital Improvements

Entos Design

7557 Rambler Road, Dallas, TX
\$2,388,283



Rambler Park Exterior

Industrious Office

Nelson

Dallas Farmers Market, Dallas, TX
\$3,235,000

CENTRL Office Dallas

Works Progress Architecture, LLC

Saint Paul Place, Dallas, TX
\$1,110,000

Stir Cafe

Mahurin Design Group, LLC

North Dallas Bank Tower, Dallas, TX
\$819,571

L&B Realty

Gensler

Premier Place, Dallas, TX
\$1,866,696

8080 NCX Lobby and Garage Renovation

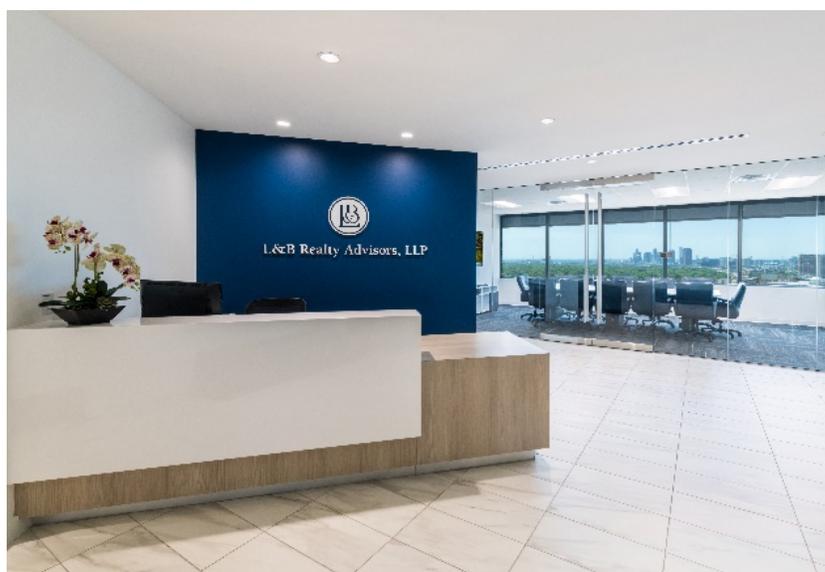
Entos Design

8080 NCX, Dallas, TX
\$1,115,000

Compass Lakewood

IA Interior Architects

Gaston Tower Lakewood, Dallas, TX
\$950,000



L&B Realty

REPRESENTATIVE PROJECTS



Frisco Bridges Capital Improvements

Entos Design

2600 N Dallas, Pkwy, Frisco, TX

\$1,870,000

Miramar Holdings

GFF

Old Parkland, Dallas, TX

\$1,039,000

Patterson Associates

Interprise Design

2435 N. Central Expy, Richardson, TX

\$960,047



Frisco Bridges Lobby

Culinaire Headquarters & Commissary Kitchen

Interprise Design

8303 Elmbrook Drive, Dallas, TX

\$4,830,000

Blackhill Partners

Entos Design

McKinney & Olive, Dallas, TX

\$1,095,000



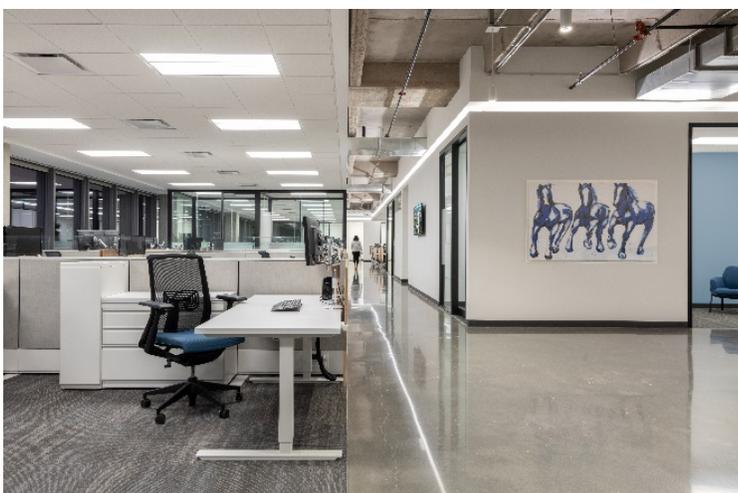
Blackhill Partners

Summit at Preston Trails Capital Improvements

Interprise Design

Summit at Preston Trails, Dallas, TX

\$1,057,000



ESRP

Winn Family Office

GFF

Old Parkland, Dallas, TX

\$1,547,009

Albertstons-Safeway Headquarters

Jones Commercial Interiors

Centerpoint IV, Arlington, TX

\$1,730,000

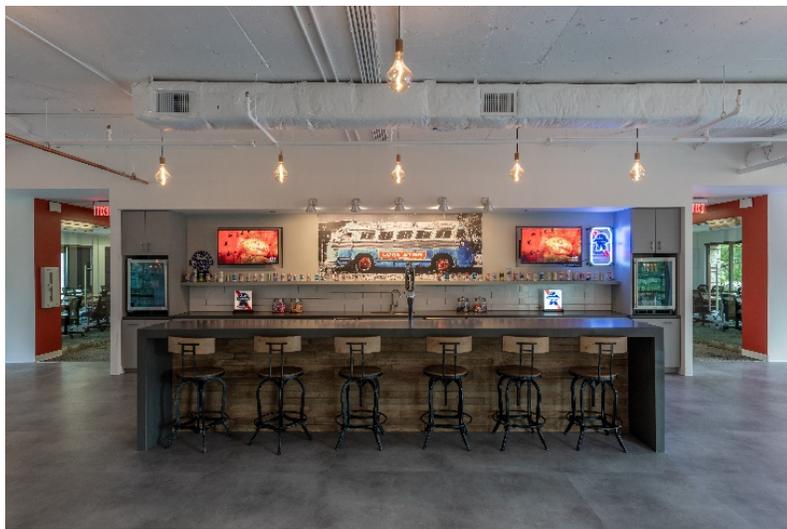
ESRP Commercial Real Estate/3rd Floor Corridor

HKS

The Star, West Tower, Frisco, TX

\$988,000

REPRESENTATIVE PROJECTS



Pabst Blue Ribbon

Pabst Blue Ribbon
Entos Design
Riverside Commons, Irving, TX
\$940,800

Captel
Entos Design
Centerpoint IV, Arlington, TX
\$1,653,078

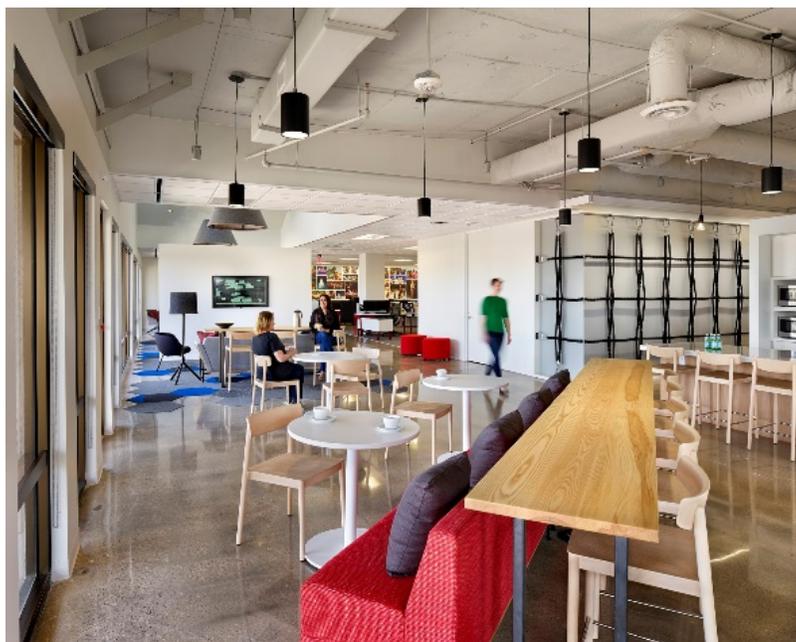
LALA
Entos Design
Churchill Tower, Dallas, TX
\$1,132,000

3131 McKinney Redevelopment
DLR Staffelbach
3131 McKinney Ave., Dallas, TX
\$2,360,000

Medieval Times Corporate Headquarters
HOK
Riverside Commons, Irving, TX
\$1,066,000

Nobilis Health
Entos Design
Offices at Park Lane, Dallas, TX
\$1,841,888

Northview Plaza Exterior Renovations
Hodges Architecture
Northview Plaza, Dallas, TX
\$1,923,000



Medieval Times HQ



Nobilis Health

Neighborly
IA Architects
500 East John Carpenter Freeway, Irving, TX
\$1,670,000

PennyMac Loan Services Phases 1 & 2
Entos Design
Plano Corporate Center I, Plano, TX
\$2,120,000

Pilot Flying J Corporate Headquarters
Entos
The Centrum, Dallas, TX
\$760,000

REPRESENTATIVE PROJECTS



“International Financial Institution”

Ted Moudis Associates
The Crescent, Dallas, TX
\$1,268,367

Cityplace Capital Improvements

Interprise Design/Gensler
Tower at Cityplace, Dallas, TX
\$6,153,000

Old Fossil HQ’s Exterior Capital Improvements

MPI Architects
2280 Greenville Ave., Richardson, TX
\$1,900,000

Regency Plaza Capital Improvements

Perkins & Will
Regency Plaza, Dallas, TX
\$2,950,000

Lintec NSTC

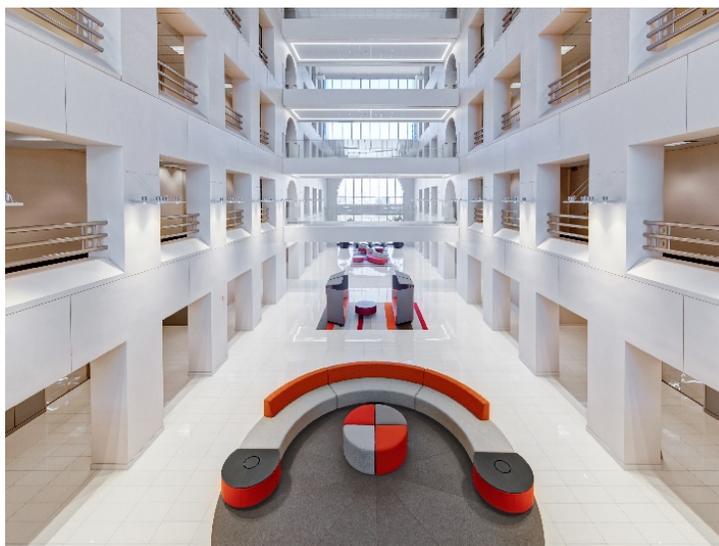
Merriman Anderson Architects
2900 E. Plano Pkwy., Plano, TX
\$1,410,000

DFW Hospital Council

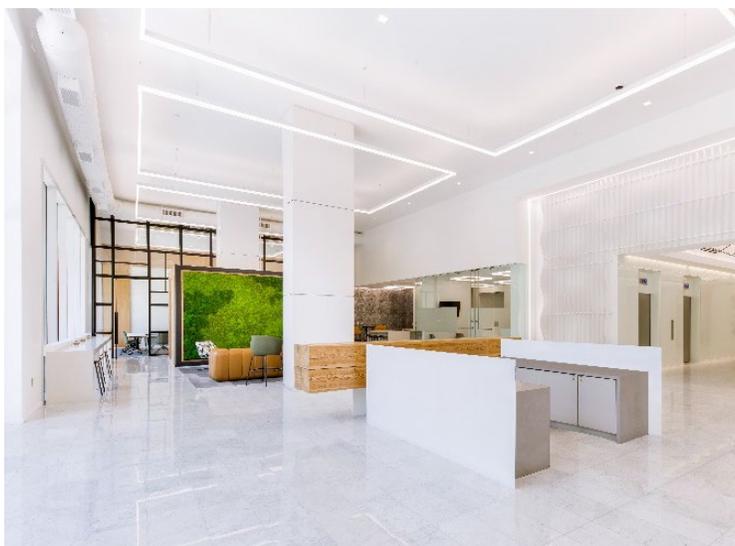
idGROUP
Decker Plaza, Irving, TX
\$740,000

MV Transportation, Inc.

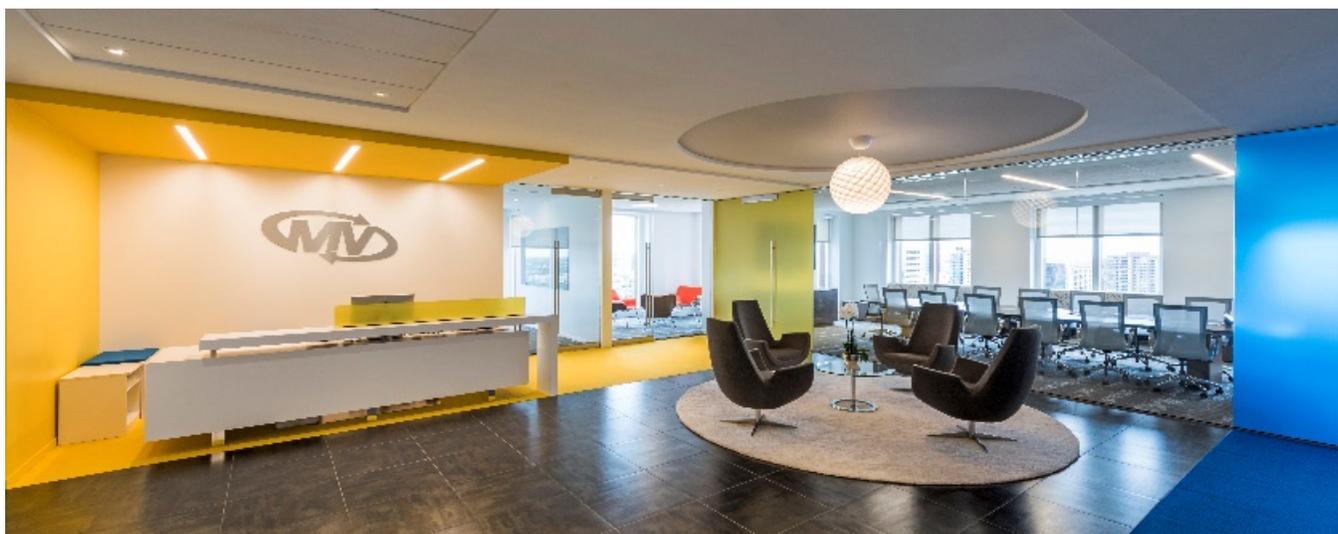
Benson Hlavaty Architects
Tower at Cityplace, Dallas, TX
\$1,090,000



Cityplace 4th Floor Atrium



Regency Plaza



MV Transportation

REPRESENTATIVE PROJECTS



BH Management

Interprise Design

Tower at Cityplace, Dallas TX

\$956,000

Riverside Commons Amenities

Interprise Design

Riverside Commons, Irving, TX

\$884,800

State Farm: State Farm Investments

Interprise

4 Cityline, Richardson, TX

\$1,201,000



Riverside Commons Amenity Space



Fischer & Co

Robert Half/Protiviti

Interprise Design

Galleria North, Dallas, TX

\$1,140,000

Fischer & Company

Interprise Design

Tower at Galleria North 2, Dallas, TX

\$1,875,000

Carroll Oaks Exterior/Façade Renovations

Gomez, Swift & O'Brien Architects

Carroll Oaks Plaza, Southlake, TX

\$1,079,000

Equity Metrix

Benson Hlavaty Architects

Galleria North Tower, Dallas, TX

\$915,586

Zix Corp Multi-phase Restack

Benson Hlavaty Architects

Tower at Cityplace, Dallas, TX

\$1,920,000

1000 Coit Lobby Renovation

HKS

1000 Coit Road, Richardson, TX

\$687,090



Robert Half

REPRESENTATIVE PROJECTS



Hampton Court Lobby & Common Area Renovations

Gensler

Hampton Court, Dallas, TX

\$1,096,000

Riverside Commons Exterior Capital Improvements

Half

Riverside Commons, Irving, TX

\$1,300,000

Swirls

Corgan

3400 N. Central Expy, Richardson, TX

\$547,382

"Confidential" Light Mfg./Assembly Facility

Merriman Anderson Architects

Plano Commerce Center, Plano, TX

\$2,600,000

First Service Residential

Interprise

The Addison, Dallas, TX

\$721,800

USI Insurance Services

Interprise Design

Tower at Cityplace, Dallas, TX

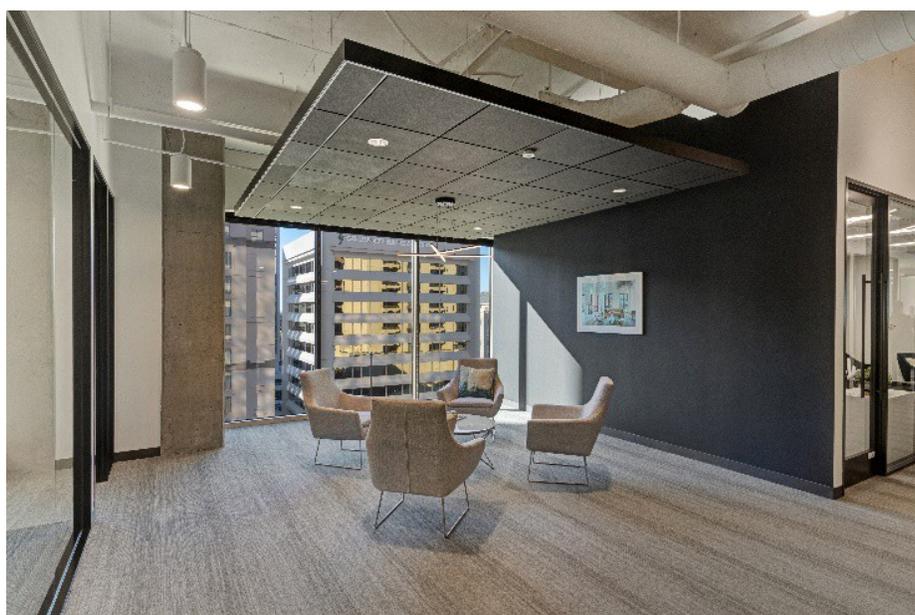
\$1,298,000



Hampton Court



"Confidential" Light Mfg./Assembly Facility



Compass Real Estate Southlake

Eberstein Witherite Expansion

Entos

Meadow Park Tower, Dallas, TX

\$1,330,000

MD Buyline

Staffelbach

Tower at Cityplace, Dallas, TX

\$862,000

Compass Southlake

Vocon

550 Reserve Street, Southlake, TX

\$783,900

5



References

REFERENCES



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6



PreConstruction Approach

PRECONSTRUCTION APPROACH



PRECONSTRUCTION APPROACH

Preconstruction Services during Programming Phase of Design

- Schedule initial meeting with Architect to review schematic design and advise on any additional information or clarifications needed to prepare a preliminary budget estimate of construction costs.
- Review existing site conditions (of multiple building options if necessary) in detail to evaluate existing conditions, debris disposal & removal plan, components of the existing structure or finishes to be matched and/or salvaged & protected, available elevators for demo debris removal and material stocking, and determine staging areas, on-site project office location, etc. and provide Owner/Architect with list of possible materials that could be salvaged from demolition and reused or repurposed for the project.
- Prepare a preliminary budget estimate with input from key subcontractors and suppliers and present budget estimate with detailed breakout of proposed general conditions and division by division breakouts of total cost.
- Qualify material allowances and quantities in preliminary budget estimate and advise on constructability, availability of materials, long lead times and alternate methods and/or materials. Advise Owner as to any critical circumstances surrounding the materials furnished by the Owner.
- Assist in the preparation of a list of materials that may be in the Owners best interest to purchase directly.
- Prepare preliminary project schedule indicating critical path work activities in the process of construction of the project and determine key milestone dates.
- Provide Owner/Architect with a list of possible value engineering alternatives.
- Quantify and demonstrate the impact on costs and schedule of each element value engineered.
- Identify materials critical for pre-purchase and make recommendations on timing critical to meet schedule and potentially save in expedited fabrication and shipping costs.
- Present detailed preliminary budget estimate to Owner along with proposed value engineering alternatives and preliminary schedule. Based on budgeted costs for the work and agreed upon value engineering alternatives and schedule durations, revised the preliminary budget estimate to establish an initial guaranteed maximum price (IGMP).
- NOTE: At this point, the IGMP would be established in moving forward into Design Development and CD's.
- Develop and present recommendations for pre-qualification criteria for Subcontractors and Suppliers and proceed with the process of pre-qualifying to determine which are best suited to competitively bid and potentially build the project.



HRNCIR Construction "War Room"

PRECONSTRUCTION APPROACH



Preconstruction Services during Design Development & Preparation of Construction Documents

- Review design development progress drawings and advise on construction feasibility, necessary details and elevations, material schedules, availability of materials, and time requirements.
 - Offer recommendations on alternative means/methods/materials to enhance the schedule, reduce cost, and facilitate construction sequencing.
 - Make final recommendations to Owner regarding any materials or subcontractors that may need to be released early in order to facilitate early submittal approval and on-time long lead material deliveries and/or shop drawings.
-
- HRNCIR Construction**
- Prepare and present updated detailed estimate of construction costs to verify that the Owner's budget goals are being maintained
 - Evaluate material/equipment/lighting lead times against proposed schedule.
 - Review and update preliminary preconstruction/construction schedule, incorporating realistic submittal/shop drawing review time and procurement of materials/equipment/lighting.
 - Upon completion of Construction Documents, create formal invitation to bid (ITB) which will be electronically distributed to pre-qualified subcontractors and material suppliers along with CD's, building rules and regulations, bid form and specific alternates to be priced. ITB's will be distributed to no less than (3) subcontractors and suppliers per major trade.
 - Apply for Building Permit
 - Conduct a prebid conference with invited subcontractors to discuss project goals and objectives and insure each bidding subcontractor familiarizes themselves with the existing site conditions.
 - Define each trade's scope and quantities through On-Screen Take-Off for each CSI division and create detailed bid tab sheets prior to insure complete and accurate pricing.
 - Report on status of pre-purchased materials.
 - Receive, qualify and tabulate all subcontractor bids to determine lowest qualified bid in each trade.
 - Input all low bids with predetermined detail breakouts in Owner Bid Form along with pre-agreed upon, not to exceed general conditions, insurance costs, permit costs, overhead & profit and sales tax.
 - Prepare detailed list of clarifications identifying any allowances and exclusions.
 - In an open meeting format, present final pricing and alternates to Owner while viewing all subcontractor/supplier bids and Bid Tabulation Sheets and make recommendations of lowest qualified bidders with which to proceed and award subcontracts and purchase orders.
 - Upon Owner approval of final costs and recommended subcontractors, award subcontracts and initiate the submittal and shop drawing process, mobilize on site and prepare to begin demolition, layout, and stocking.
 - Schedule Kick-Off meeting with Owner, all subcontractors, and key Building Personnel
 - NOTE: At this point, the Final Guaranteed Maximum Price (GMP) will have been established and the Schedule of Substantial Completion and Cost of Work is fixed.

PRECONSTRUCTION APPROACH



PRECONSTRUCTION PLANNING

- Project Manager and entire Preconstruction team meets with Superintendents to plan for the construction phase.
- Plans and specifications are thoroughly reviewed, page by page. All schedules and details are reviewed with Superintendent to confirm understanding is in line with Preconstruction Manager's interpretation and Architect's intent. RFI's are created for any missing details, details that may require further clarification, or potentially offer suggestions to alter details to potentially save time and cost.
- All subcontractor and material quotes are thoroughly reviewed along with quantities and clarifications, confirming the lowest qualified bidders.
- Review any required phasing in detail and ensure subcontractors have adequately allowed for such.
- Identify any allowances and discuss the information needed to identify exact costs.
- Confirm long lead items.
- Compare the long lead items and subcontractor qualifications with the preliminary schedule.
- Review all pre-bid correspondence between the architect, owner, engineer, and contractor to insure all has been accounted for.
- Create working site logistics plan to identify staging areas, material storage areas, site restrictions, job-site office location, subcontractor parking, site access, potential liability areas, and temporary protection plan to protect existing finishes to remain.
- Review each line item of the general conditions.
- Discuss the goals and expectations of the owner, architect and primary owner's consultants.
- Define what is expected of the subcontractors and vendors in terms of quality, safety, schedule and cost.
- Review all potential safety issues and risks and develop a safety plan to insure a safe jobsite for all on site.
- Finalize detailed master schedule.
- Complete project budget set up with accounting.
- Set up all project logs (CD, Submittal, RFI, PCR, CO) and an initial two-week look-a-head.
- Award all subcontracts via formal notice to proceed and request certificates of insurance and submittals as subcontracts are drafted and issued.
- Schedule and hold Kick-off meeting with subcontractors and owner's representatives to review building rules & regulations, safety procedures, site logistics, schedule, lines of communication and goals for the project.



ESRP



WhiteStar Asset Management

7



Construction Approach

CONSTRUCTION APPROACH



FIELD SUPERVISION

- The Superintendent will complete the permit application and insure all necessary documentation is in hand and the personally go to the city to apply for the permit and attempt meet with the plans reviewer to do an initial review of the project in hopes of expediting the permit.
- The Superintendent, in conjunction with the owner's representative, establishes the most logical area for which to set up a temporary job site office and meeting area. This office will be equipped with a computer/Wi-Fi card and copier/scanner to facilitate direct lines of communication between our office, the other team members and the field.
- The Superintendent will schedule and hold the formal kick-off meeting and all weekly foremen/safety meetings on site to communicate expectations while working in the building in terms of parking, restrooms to be utilized, daily clean-up, safety, material delivery hours and elevator scheduling and usage, and the buildings rules and regulations.
- The Superintendent will install and maintain temporary protection, oversee daily cleanup and trash haul, create the weekly two-week look ahead schedules and update the master schedule accordingly while insuring all milestone dates are met, schedule all material deliveries, schedule the installations of materials, equipment and fixtures by subcontractors, be responsible for and actively supervise quality assurance/quality control during installations, schedule all inspections, make daily/weekly job site safety assessments and hold weekly safety meetings with all who will be working on site during the work week, continuously monitor and enforce our safety policies, insure subcontractor adherence to building rules and regulations, pre-punch and punch list administration and completion, and oversee all owner's vendors through final completion and move-in. The Superintendent schedules and holds weekly jobsite meetings with subcontractors, which are also attended by the project manager. Daily meetings are held with the foremen of the various trades to review ongoing quality, safety and schedule issues.
- The Superintendent will keep accurate records of each day's construction activities through a daily report submitted to the Project Manager along with weekly progress photos.
- The Superintendent will be fully responsible for the field set of master contract drawings and insure that they are red-lined daily to reflect any changes in the field. At the conclusion of the project, all as-built drawings are reviewed to make sure all in-place items were properly noted during construction and are as indicated on the field master set of drawings.
- Prior to project completion, an internal punch list "pre-punch" is generated by the superintendent and project manager. This "pre-punch" is distributed to each subcontractor for execution prior to the architect's scheduled punch list.
- Once the final punch list is generated by the owner and architect, each subcontractor is given two weeks from date of issuance to complete their items.
- Prior to the owner's final acceptance, the completed punch list is presented for signature and all close-out documentation is submitted, thus defining a final completion date.



One Legacy West Commissary

CONSTRUCTION APPROACH

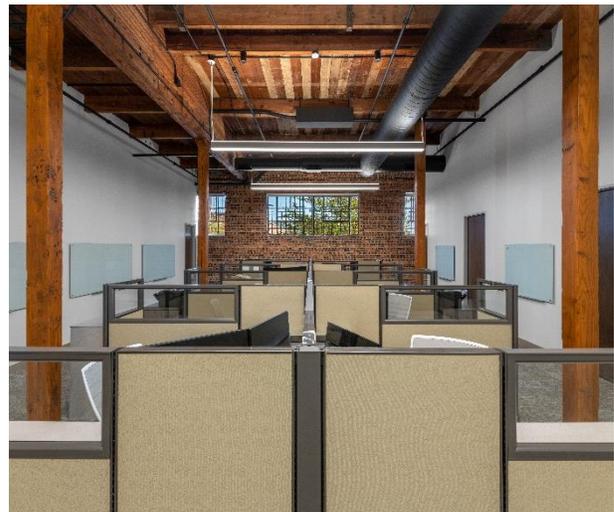


PROJECT MANAGMENT

- Prior to starting the project, the Project Manager schedules a Project Planning Meeting with the Superintendent to do a page by page review of the contract documents; review in detail each subcontractor's bids along with quantities and exclusions; review and make necessary adjustments to the preliminary master schedule accounting for all known and projected material procurement/delivery dates; establish key milestone dates; review all document details and identify any unknowns or challenges and discuss solution options, preparing RFI's if necessary; evaluate existing site conditions against the actual contract documents and flag any discrepancies to the owner; determine key goals for the project in terms of quality/safety/schedule/cost; create an initial Two-Week Look-Ahead schedule; and create the Kick-off meeting agenda.
- The Project Manager and Project Coordinator will prepare a submittal log and confirm with Architect/Owner's representative the extent of submittals and shop drawings necessary for review and approval.
- The Project Manager and the Project Coordinator will expeditiously issue notice to proceeds to key subcontractors requiring submittals, request submittals, draft and issue subcontracts and purchase orders, set up the project budget and schedule of values, and procure subcontractor's certificates of insurance.
- The Project Manager and Superintendent will issue any field generated RFI's to Owner's Rep and Architect.
- The Project Manager and Project Coordinator will track submittals to insure timely submission, review all submittals and shop drawings for accuracy and submit to Architect for review and approval.
- Upon Architect's submittal and shop drawing approval, approvals will be sent to Subcontractors and Vendors and the Project Manager and Project Coordinator will track material order placements, ship dates, and delivery dates for materials/equipment/lighting.
- The Project Manager will coordinate with the Owner's Rep and Architect as to a day and time for weekly Owner/Contractor/Architect (OCA) meetings. In these weekly OCA meetings, the Project Manager and Superintendent will review the project's weekly progress, new agenda items, pending items, submittals/lead times/scheduled & projected material deliveries, master schedule, two-week look-ahead schedule, proposed change requests, pay application review, owner furnished items and deliveries, etc.



LSG SkyChefs



Witherite Law Ft. Worth

CONSTRUCTION APPROACH



- At the weekly OCA meetings, a “weekly submittal package” containing, but not limited to, the following documents will be distributed to the owner's rep and architect:
 - a) Previous Week’s Meeting Minutes with “New Business” agenda
 - b) Updated Submittal Log
 - c) Request for Information (RFI) Log
 - d) Proposed Change Request Log with weekly PCR’s
 - e) Updated Master Schedule
 - f) Two-Week Look-a-head Schedule
- The Project Manager will be responsible for pricing all Owner requested changes throughout the project. Proposed Change Requests (PCR's) and subsequent Change Orders are processed as follows:
 - a) Upon the owner’s request for pricing on a proposed change, a complete labor, equipment, material and associated taxes breakdown is received from the vendors and subcontractors.
 - b) The project management team reviews each line item for adherence to the contract documents.
 - c) After it is determined that the pricing appears complete and fair through internal take-offs and application of our historical unit costs, the project manager prepares an official Proposed Change Request for submission to the owner along with appropriate breakouts.
 - d) After all parties agree to the pricing, the subcontractor is released to perform the additional work.
 - e) Each month, all approved PCR’s are incorporated into a change order to be submitted prior to the monthly billing and subsequently included in the monthly billing.



Stir Restaurant

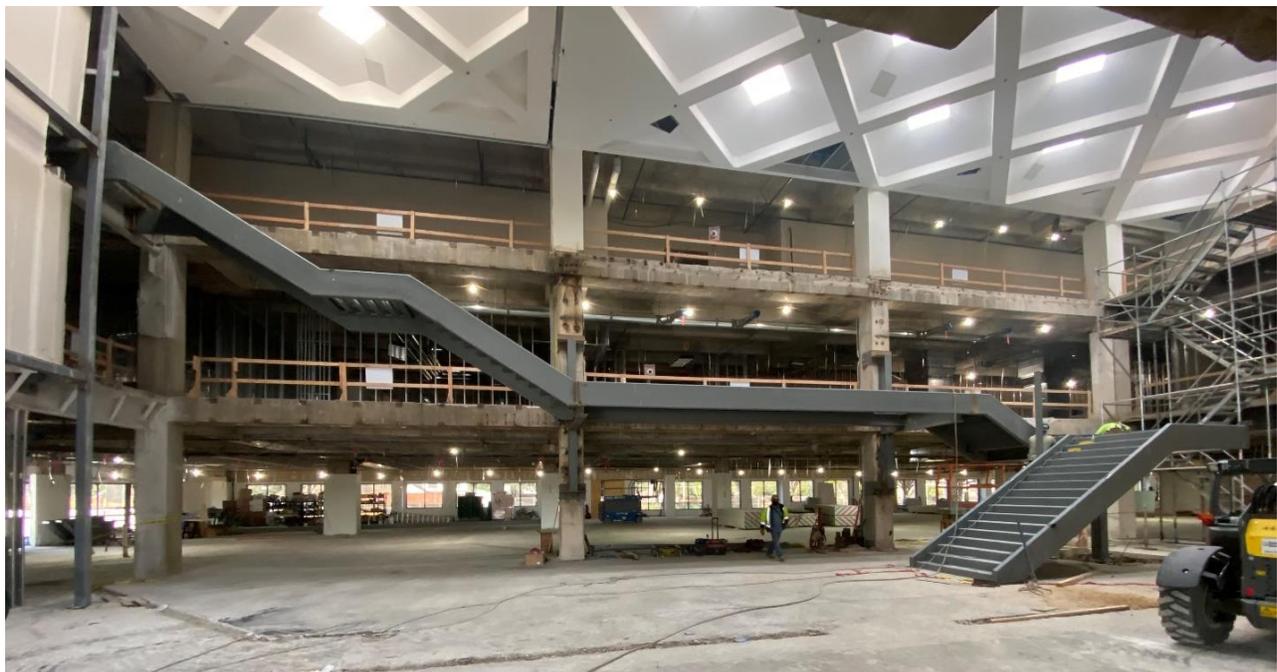
- To control costs during construction, the project manager performs weekly cost projections and submits a formal report to the controller and project executive on a monthly basis.
- The Project Manager will be responsible for getting approval on all accepted PCR's and incorporated these on a percentage complete basis, along with the base scope of work from the original schedule of values, into a monthly application for payment to be submitted to the Architect/Owner's Rep for approval and payment processing. These will be submitted along with all appropriate lien waivers.
- The Project Manager will be the primary point of contact for the Owner's Rep and Architect and his/her primary responsibility will be to manage the cost and document controls aspects of the project while also overseeing and being responsible for all aspects of the project relating to quality, schedule, safety and cost.

CONSTRUCTION APPROACH



HRNCIR Construction understands, recognizes and stresses to all our internal layers of project managers and supervisors the importance of cost and document control of cost on every project. The cost accounting and management systems that we presently have in place provide the necessary tools to our office and field staff to properly maintain the desired quality of work, ensure the safety of all personnel on site, meet or exceed the proposed schedule, and to monitor our projected and incurred cost within the contracted scope of work.

HRNCIR utilizes Foundation Software for our accounting and project management cost control systems. This software package provides us with a comprehensive system of applications to monitor and control project costs and generate the necessary reporting. In addition, our project management systems allow for complete coordination and tracking of all pending and received items; including purchase orders and subcontracts, change orders, RFI's, meeting minutes, transmittals and memoranda, daily logs, submittal logs, punch lists and construction field directives. Once the information has been inputted into the system, it can be accessed within our network 24 hours a day, 7 days a week by our personnel.



West Coast University

8



Scheduling

SCHEDULING



HRNCIR Construction believes for a construction project to be successful, it all begins with a well thought-out schedule generated with input from the preconstruction team and key subcontractors. A preliminary schedule, with key benchmark dates, must be distributed to subcontractors during the preconstruction pricing phases of the project so as to ensure that they are anticipating ample manpower to meet their milestone dates and this is accurately reflected in the labor portion of their pricing. Equally as important is verifying all material, equipment and lighting lead times, so as, to ensure that material shipment and delivery dates work within the schedule. As the preconstruction phase progresses, details and material delivery dates become more and more apparent, thus the need to continually update the schedule and communicate to all team members.

Throughout the construction phase of the project, the master schedule is continually evaluated and updated daily and published weekly. Our superintendents are required to create two-week look-ahead schedules on a weekly basis. Every HRNCIR superintendent has a laptop computer and iPad with wireless email capabilities. Advanced scheduling logic and software training courses are a major part of each superintendent's continuing education requirements. The two-week look-ahead schedule is reviewed and compared against the master schedule in every Owner/Architect/Contractor meeting. We find that this is not only a good tool for the general contractor to coordinate the work of each subcontractor, but for use by the owner and its vendors to schedule their work and deliveries. Below is a synopsis of the two types of schedules that we utilize for successful projects:



Master Schedule

- Generated by the project manager and superintendent in the project planning process.
- Used to schedule and coordinate long-lead items, design time, owner equipment and owner vendors.
- More of an overview of the entire project timeline.
- Updated weekly and handed out at all Owner/Architect/Contractor meetings.
- Identifies the critical path and key milestone dates to insure timely completion of the project.
- Identifies items that will not meet the desired completion date of the owner. This allows for reevaluation and possible reselection of finishes or expediting of materials while helping to identify whether the item is critical for occupancy.
- Gives the project team knowledge of when critical decisions need to be made.

Two-Week Look-Ahead

- Generated by the superintendent with sub and vendor input on a weekly basis.
- Handed out at every Owner/Architect/Contractor meeting.
- Reviewed by the superintendent subcontractors at each subcontractor meeting.
- Gives a more detailed view of the activities that will occur over the next two/four weeks.
- Gives a day-by-day activities list.
- Helps pinpoint items of minor size, but of major importance.
- Allows the superintendent to monitor the manpower of the subcontractors.
- Can be emailed to the project team for instant updates.

9



Environmental Healthy & Safety

ENVIRONMENTAL HEALTH & SAFETY



ENVIRONMENTAL HEALTH & SAFETY COMMITMENT STATEMENT

It is HRNCIR Construction's belief that our people are our most important asset, and the preservation of employee Safety and Health, and that of our subcontractor partners and occupants within the buildings we work, must remain a constant consideration in every aspect of our business. In each phase of a project and prior to mobilizing on each jobsite, all precautions in terms of training, planning, budgeting, projecting, educating, documenting, and execution processes are brought into focus in order to perform all work in the safest manner possible while maintaining excellent construction practices. We put into practice a comprehensive and effective accident prevention program that will be enforced at every jobsite. HRNCIR Construction will provide the resources necessary to manage, control, or eliminate every conceivable Environmental Health and Safety hazard so as to provide a safe work environment for our employees and subcontractors as well as our clients and the general public in areas adjacent to our jobsites.

HRNCIR Construction will take a proactive approach to the Safety management of all projects and coordinate our policies, plan and approach to Safety with all of our Subcontractors, Vendors, Suppliers and those of direct employ with our Owners that may have access to our jobsites. These companies and their individual employees will be expected to embrace the concept of team performance and personal accountability before being allowed to participate in the construction process with HRNCIR Construction.

All HRNCIR Construction employees are responsible for working safely and productively, as well as being responsible for the recognition and awareness of hazards in their work areas for each phase of their projects. Employees are also responsible for following safe work practices, including the use of Personal Protective Equipment (PPE) where necessary. Our current Environmental Health and Safety Policy addresses Safety procedures controlled by federal, state and local regulatory agencies. Our goal is to not only meet these governed regulations but exceed them. Our Policies and all Safety related training will provide our path toward achieving "incident and injury free" projects.

It is our belief that any Safety and Health program must have total employee involvement, from ownership and management to field supervision, and we consider no aspect of our work of greater importance than the Environment Health and Safety of our employees, our Subcontractors' and Vendors' employees, and the protection of the public outside our jobsites as well and visitors to our jobsites. Therefore, this program has management's highest priority, support, and participation, and we will take all necessary precautions and make resources available to ensure the success of this commitment.



ENVIRONMENTAL HEALTH & SAFETY



ENVIRONMENTAL HEALTH & SAFETY GOALS

In order to achieve the Environmental Health & Safety goals, each subcontractor's management team must set the tone for safety early in the project. Without the active participation of all subcontractors and the commitment of each and every employee, these goals cannot be achieved.

Our goals are to:

1. Create and sustain an incident and hazard-free work environment.
2. Create and sustain a workplace free from substance abuse.
3. Create a Safety and Health conscious culture in Management, Field Supervision, and all employees.
4. Create and sustain a work environment free of hazardous and toxic spill/release.

SUBCONTRACTOR EMPLOYEE RESPONSIBILITIES:

- Work in a safe and efficient manner and follow established safety regulations.
- Ensure that each task given is understood.
- Be alert at times throughout the workday and take breaks as scheduled.
- Report any unsafe conditions or near misses to the Superintendent as soon as possible.
- Report even minor injuries to a supervisor in person and seek first aid care immediately.
- Report to work physically and mentally able to perform the tasks assigned.
- Report to work without the presence of drugs or alcohol in your system which may affect work performance.
- Report to the Foreman or Supervisor any prescription or nonprescription drugs taken which would affect the ability to work safely.
- No one is to perform work which they deem is unsafe; this is true even if the foreman or Superintendent asks for such work. No employee will be reprimanded for reporting to the supervisor's supervisor a request to work in what the employee believes is an unsafe condition. Every employee may seek out the supervisor's supervisor to report any unsafe condition.



CENTRL Office

FIRST LEVEL SUPERVISION (SUBCONTRACTOR FOREMEN) RESPONSIBILITIES:

- Assure that needed safety equipment and protective devices are provided and used for each job.
- Make new employees aware of any hazards in their work area.
- Take prompt corrective action whenever unsafe conditions or unsafe acts are noted.
- Teach employees that accidents are caused and can usually be prevented.
- Assure that all injuries, no matter how minor, are properly reported and treated.
- Instill safety awareness in each employee through personal contact and by group safety meetings.
- Provide full support of all safety activities and safety procedures.

ENVIRONMENTAL HEALTH & SAFETY

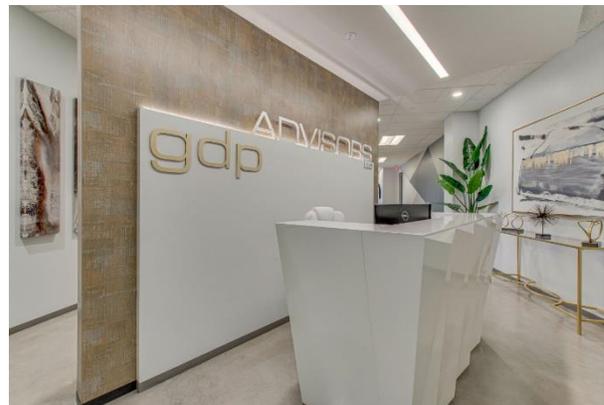


SUPERINTENDENT RESPONSIBILITIES:

- Review the safety program and ensure its implementation on the project.
- In creating a plan and schedule for the project, envision and forecast potential Environmental Health and Safety Risks and create and incorporate a comprehensive and site-specific Environmental Health and Safety Plan tailored specifically for the project. Communicate the plan, requirements and expectations to all foremen prior to project commencement and regularly throughout the duration of the project.
- Hold meetings with the foremen and give full support to their safety activities, document and affirm each foreman's attendance with a sign-in sheet.
- Review all incidents, near misses, and accidents to see that causes are being investigated and the proper corrective actions are taken.



Androvett Legal Media and Marketing



GDP Advisors

- Assure that all proper safety precautions are being taken before new operations are started, or when new tools, equipment, and materials are introduced to the project.
- Give leadership and direction in the administration of safety activities.
- Give fair consideration to recommendations, interpret policies and support them as an example to those in supervisory levels.
- Hold safety meetings as outlined in the program and report the topics of each safety meeting. These meetings are to be documented and sign-in sheets are required.
- Require all Supervisors to comply with all reasonable safety recommendations.
- Discuss all safety violations with subcontractor's foremen in the weekly progress meetings, document same and require compliance.
- Review first level supervisors' performance in complying with the safety program.
- Assure that all safety bulletin boards are kept in good order with OSHA mandated and appropriate postings.
- Assure that safety meetings are conducted with all employees.
- Maintain OSHA 10 hour and CPR/First Aid Certifications.

ENVIRONMENTAL HEALTH & SAFETY



PROJECT MANAGER RESPONSIBILITIES:

- Review the safety program and ensure its application on the project and for each phase of work.
- Meet with Superintendent and other project team members to assist in developing site-specific Environmental Health and Safety Plan.
- Review incident/accident summary reports in order to keep informed on the project incident/accident record.
- Assist in appropriate preventive action when incident/accident trends are unfavorable.
- Give leadership and direction in the administration of safety activities.
- Give fair consideration to recommendations and interpretation of policies and support them as an example to those in supervisory levels.
- Require Superintendents to hold safety meetings as outlined in the program and review all safety meeting topic/sign-in sheets on weekly basis.
- Attend bi-monthly meetings with superintendents to address Safety, Quality Control, Scheduling, and Cost/Risk Control topics as related to the previous two weeks and initiatives going forward. This is an open forum discussion to discuss accountability in terms of our daily/weekly safety meeting documentation, as well as any environmental health & safety issues or concerns for each project.



Paramenter HQ

10



Why HRNCIR?

WHY HRNCIR CONSTRUCTION?



There are several distinguishing factors that separate HRNCIR Construction from the competition in the local construction arena:

Commitment to Client Satisfaction

HRNCIR Construction's corporate culture is based on exceeding the expectations of all stakeholders in every project, from our internal clients (our people) to our external clients (Owners/Tenants and their vendors, Architects, Engineers, Subcontractors and Suppliers). HRNCIR team members strive to identify and focus on the needs and goals of the clients early in the process and structure a definitive plan and action steps to achieve the desired results. We are proud to have a 100% retention rate with all external clients with whom we have contracted during our seven-plus years in operation.



Fischer & Co.

The Right People

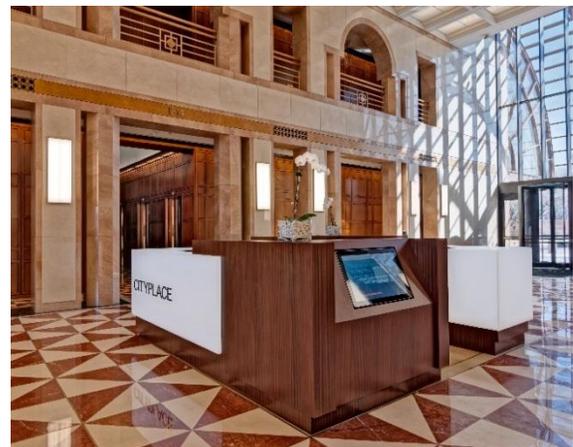
HRNCIR's stable of managers in the office and in the field are unequalled. We have a unique blend of aggressive youth and sound, battle-tested experience with diverse expertise in all aspects of the commercial preconstruction and construction processes. This experience yields a vast amount of creative ideas during the planning process as well as forecasting of potential issues and problem solving throughout the project.

Involvement of Principals

When you choose HRNCIR Construction, you get HRNCIR. Partners Pat Hrcir and Brandon Snyder will be intimately involved in every project from preconstruction planning and pricing, throughout the construction phase, and until final completion and move-in.

Subcontractor and Vendor Relations

Through more than 30 years in the tenant improvement construction industry in North Texas, Pat Hrcir has fostered excellent relationships with the best local subcontractors and suppliers in the market. This trust and confidence in the HRNCIR project teams enables HRNCIR to receive preferred pricing from key subcontractors, their top foremen and crews, as well as their undivided attention throughout each project. Competitive pricing from the most qualified subcontractors rather than dipping to the second and third tier of subcontractors translates into greater quality, a safer project, adequate manpower to meet each project milestone and a much smoother project for all involved.



Cityplace Lobby

Management Style

"Proactive Aggression" best describes our formula for successfully running projects. By consistently looking into the future to head off the many potential pitfalls that can challenge a project's success, HRNCIR aggressively attacks the process of managing projects from permit procurement, to the submittal process, the tracking of fabrication, shipments and deliveries of equipment, lighting and materials, to punch list completion. The systems and processes utilized enhance our ability to forecast rather than constantly being in a reactionary mode. We pride ourselves in being able to identify the challenges before they are encountered and leading the team in proposing and implementing resolutions.

WHY HRNCIR CONSTRUCTION?



Sophisticated Systems

HRNCIR not only possesses the systems that enable us to more accurately price projects and control costs during the construction process, we use them effectively. Immediate information sharing between the field and the office as well as with the client and architect through PlanGrid software on each superintendent's iPad and on-site laptop computers results in expediting requests for information and proposed solutions as well as quickly relaying responses. Documentation of daily reports, safety meeting summaries, and project progress photos are daily occurrences on HRNCIR projects and these are uploaded to the electronic project files in real time along with schedule updates and two-week look-a-heads.

HRNCIR Depth & Breadth

In addition to a client's immediate project team, they also get many other key qualified construction professionals behind the scenes that all play an important role in the success of the project. From an Assistant Project Manager who will pushing the expedited Submittal Process among other responsibilities, to the Project Coordinator and Accounting Manager, each offer their own expertise and time necessary to stay ahead of the curve on every project. Additionally, our Superintendents benefit from additional supervision resources within the company for any multi-shift work or overseeing key installations in multiple locations simultaneously during the project. These resources are also utilized to assist with interim quality control walks, pre-punch surveys, and expediting final punch list completion.

Humble in Our Approach. Confident in Our Delivery.

While each team member at HRNCIR has repetitively delivered successful projects, time and again, of varying square footages comprising multiple floors, and complex scopes, we still continually strive to get better each time out of the gate. Vast experience can sometimes be a detriment in that project managers and superintendents may become complacent and stubbornly believe they know what the client wants without listening, or before even asking. Listening and asking the right questions are key to understanding a client's own unique set of expectations. Fully understanding expectations allows us to properly plan and put together action steps to not only meet the client's expectations but exceed them.

Team Cohesion

Each project team is carefully hand-selected based on their availability and specific knowledge & expertise with the project requirements and/or previous positive experiences with the Owner. All varied team combinations have successfully worked together on multiple projects over the past 7 years at HRNCIR and beyond. This familiarity with one another insures thorough and effective communication. Superintendents are confident that all materials, equipment and light fixtures will be properly and expeditiously submitted and approved, and shipment/delivery dates tracked so that the project can be built in sequence. Project Managers appreciate our Superintendent's abilities to promptly and professionally communicate any discrepancies or challenges encountered in the field along with their technical capabilities to clearly and concisely communicate issues in an RFI while proposing well thought-out solutions. Our Project Manager's abilities to expertly handle all cost and document control aspects of project coupled with our Superintendent's abilities to push the schedule, proactively assure quality, and promote and manage all aspects of jobsite safety, allows each to do their part in bringing a project to successful conclusion for all parties involved.



Medieval Times



**INTERNATIONAL
LEADERSHIP OF TEXAS**
REQUEST FOR QUALIFICATIONS
JUNE 1, 2021

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International Leadership of Texas – Richardson, TX



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1



Letter of Interest

LETTER OF INTEREST

International Leadership of Texas – Richardson, TX



1) LETTER OF INTEREST

A cover letter which shall include a brief statement of interest, availability, and intent to perform services; general qualifications for selection; and describe what makes your company uniquely qualified to Perform Construction Management Services, including any superior qualities: and signature of an authorized officer of the Company who has legal authority in such matters.

See attached Letter of Interest.



June 1, 2021

Mr. Charles Klein
Senior Executive Director of Construction
International Leadership of Texas
1651 N. Glenville Drive, Suite 216
Richardson, Texas 75081

Re: Response to RFQ 21-005 for Construction Management Services
International Leadership of Texas Headquarters Facility

Dear Mr. Klein:

We are pleased to submit our qualifications for the Construction Manager At Risk services associated with the interior tenant improvement construction of International Leadership of Texas' new 60,000sf headquarters facility in Richardson, TX, to be opened by the end of December, 2021.

Upon initially hearing of this opportunity from Koko Nomura with Perkins & Will, we have had this project on our radar and feel the timing, project type, and scope of work fit well within our wheelhouse. With over 30 years of corporate tenant improvement experience personally, I established my company in 2013 and geared it toward the specialized niche of corporate interior construction. The team I've been able to assemble since that time is succinctly geared toward this type of construction. From our preconstruction capabilities and expertise to the knowledge, sense of urgency, quality assessment/quality control mentality, and cost & document control skills, HRNCIR Construction has built an incredible reputation in the Dallas/Fort Worth market over the past eight years.

The timing of the project fits us perfectly in that we will be completing a 125,000sf, \$22M project for West Coast University in Richardson at the end of July. While we are fully ready to immediately dive into the preconstruction phase of the project, we assume mobilization and construction commencement would coincide with the completion of this project allowing us to utilize Ronnie Collins as the Superintendent for your headquarters project. With Brandon Snyder leading the preconstruction efforts, along with Hank Kirkpatrick as the Project Manager, we could not offer you a more perfect team for the project.

While many of the questions in the RFQ are geared toward school experience, we have also included a general qualifications package for HRNCIR Construction to demonstrate our expertise in building out corporate headquarter facilities, which is our fastball.

We would welcome an opportunity to meet with you, present our team and further discuss how HRNCIR Construction would make a great choice as your Construction Manager at Risk partner to build the new International Leadership of Texas' headquarters facility and exceed your expectations in terms of budget, quality, schedule, while mitigating risk for all through out stringent safe building practices.

We look forward to the prospect of meeting you and hopefully taking this to the next step.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patrick V. Hrcir', written in a cursive style.

Patrick V. Hrcir
President, Managing Partner

2



General Information

GENERAL INFORMATION

International Leadership of Texas – Richardson, TX



2) GENERAL INFORMATION

a) Provide General information for your Company.

Company Name: HRNCIR Construction, LP
Address: 3710 Rawlins St, Ste 850
City/State/Zip: Dallas, TX 75219

b) Contact Person(s) – limited to two persons per company/application

Name: Patrick V. Hrncir
Title: President, Managing Partner
Phone Number: 214-535-2404
Email: phrncir@hrncir-construction.com

Name: Brandon Snyder
Title: Vice President Preconstruction/Operations, Partner
Phone Number: 806-535-9377
Email: bsnyder@hrncir-construction.com

c) Type of organization

Limited Partnership

3



Disclosure Forms & Certificates

COMPLETED DISCLOSURE FORMS & CERTIFICATES

International Leadership of Texas – Richardson, TX



3) COMPLETED DISCLOSURE FORMS AND CERTIFICATIONS (attached)

See attached completed Disclosure Forms and Certificates.

Felony Conviction Disclosure Statement

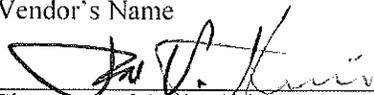
Texas Education Code Section 44.034, Notification of Criminal History, Subsection (a), states “[a] person or business entity that enters into a contract with a school district must give advance notice to Cumberland if the person or an owner or operator has been convicted of a felony. A notice must include a general description of the conduct resulting in the conviction of a felony.”

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

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

Hrcnr Construction, LP

Vendor's Name



Signature of Authorized Company Official

Patrick V. Hrcnr

Authorized Company Official's Name (Please Print)

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.
- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; margin-top: 20px;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-top: 20px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-top: 10px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center; margin-left: 100px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7</p> <p style="text-align: center; margin-top: 20px;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-top: 20px;"> _____ Date </p>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

NA



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Out of State Certification

As defined by Section 2252.001 of the Texas Government Code, a "nonresident proposer" means a proposer whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

I certify that my company is a "Resident Proposer":

Hrcir Construction, LP

Company Name (Please Print)

I certify that my company qualifies as a "Nonresident Proposer"

(NOTE: You must furnish the following information :)

Indicate the following information for your "Resident State": (The state your principal place of business is located in)

Company Name

Address

City

State

Zip Code

A. Does your "resident state" require Proposers whose principal place of business is in Texas to give preference to Proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract? ("Resident State" means the state in which the principal place of business is located.)

Yes

No

B. What is the prescribed amount or percentage? \$ _____ or _____ %

Certification: I certify that the information provided above is correct.

Signature of Authorized Representative

Patrick V. Hrcir
Name (Please Print)

President
Title



State of Texas
 Health & Human Services Commission
 Child Support Certification

I.

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the Vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

II.

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name	Patrick V. Hrcir	Social Security	#	2 011
------	------------------	-----------------	---	-------

III.

As required by Section 231.006, the undersigned certifies the following:

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


 Signature _____

President _____
 Title _____

Patrick V. Hrcir _____
 Printed Name _____

06/01/2021 _____
 Date _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. HRNCIR Construction, LP	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. 3710 Rawlins Street Suite 850	Requester's name and address (optional)
6 City, state, and ZIP code Dallas, TX 75219	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
4	6		-	3	8	3	0	4	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Jim Storch

Date ▶ *01/01/2021*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

NON COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT	
<p>By submission of this proposal, the Vendor certifies that: (a) the proposal has been independently arrived at without collusion with any other vendor or with any competitor. (b) The proposal has not been knowingly disclosed and shall not be knowingly disclosed, prior to the opening of proposals for this project, to any other vendor, competitor or potential competitor. (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal. (d) The person signing this proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties being applicable to the Vendor as well as to the person signing in its behalf.</p>	
<ul style="list-style-type: none"> • I certify that the above information is true and correct. <input checked="" type="checkbox"/> YES 	

CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS
--

<p>This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, <i>Federal Register</i> (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.</p>	
<p>1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.</p>	
<p>2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.</p>	
PR/Award # or Project Name:	
Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> • See attached explanation and complete disclosure forms. 	<input type="checkbox"/>

CLEAN AIR & WATER ACT CERTIFICATION	
(This is a Federal requirement)	
<p>I certify that my company is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environmental Protection Agency Assistant Administrator for the Enforcement.</p>	

CERTIFICATION REGARDING LOBBYING for FEDERAL FUNDS - Applicable to grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.
--

<p>Submission of this certifications a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.</p> <p>(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement the undersigned shall complete and submit <u>StandardForm-LLL, "Disclosure of Lobbying Activities"</u> Form in accordance with its instructions.</p> <p>(3) The undersigned shall required that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.</p>	
Check applicable box	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> I (We) certify that our company has not been debarred and is not participating in lobbying activities. 	<input checked="" type="checkbox"/>
<ul style="list-style-type: none"> See attached explanation and complete disclosure forms. 	<input type="checkbox"/>

I (We) the undersigned, agent for the firm, named below certify that all information in the above certifications is true and correct to the best of my knowledge.

Name/Title: Patrick V. Hrncir, President Company Name: Hrncir Construction, LP
 Original Signature:  Date 06/01/2021

4



Company Background & Staff

COMPANY BACKGROUND & STAFF

International Leadership of Texas – Richardson, TX



4) COMPANY BACKGROUND AND STAFF

Year present company established:	2013
Name of parent company, if any:	N/A
Address:	3710 Rawlins St, Ste 850 Dallas, TX 75219
List principals of company:	Patrick Hrcir, Brandon Snyder
Former company name(s), if any:	N/A
Number of employees in company locally:	22
Total of employees in company (all office locations):	22
Designated representative assigned to the School:	Brandon Snyder
Senior member of the company assigned to the School:	Brandon Snyder
Number of persons with company:	22

5



Insurance

INSURANCE REQUIREMENTS

International Leadership of Texas – Richardson, TX



5) INSURANCE REQUIREMENTS

- a) The Charter requires all Vendors to carry professional liability, general liability, auto liability and umbrella liability, and worker's compensation/employer's liability insurance coverage. Professional liability insurance should remain in force during the term of contract and for one year following substantial completion of a project.

- b) Please state the carrier, agent, amount, expiration date and length of time you have maintained coverage for professional liability, general liability, auto liability and umbrella liability, and worker's compensation/employer's liability insurance coverage. Provide a sample certificate of insurance.

HRNCIR Construction has maintained a comprehensive insurance program of coverages, including general liability, umbrella coverage, auto, worker's compensation, professional liability, etc. with McQueary Henry Bowles Troy, LLP/ Marsh & McLennan Agency, LLC since the formation of the company in October, 2013.

HRNCIR's representative is:

Jim Zimmermann, Vice President – Construction Bonds & Insurance
Marsh & McLennan Agency, LLC | Southwest Region
8144 Walnut Hill Lane, 16th Floor, Dallas, TX 75231
Direct: 972-770-1629 | Mobile: 972-489-1215
jim.zimmermann@marshmma.com

See attached Sample Certificate of Insurance.

AGENCY CUSTOMER ID: HRNCICON

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh & McLennan Agency, LLC		NAMED INSURED Hrncir Construction, LP 3710 Rawlins Street, Suite 850 Dallas TX 75219	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

30 Day Notice of Cancellation Form #IL7447.6 Edition 10/17 applies to the Automobile Liability Policy

Umbrella Liability Amend - Follow Form Endorsement #CU7404.1 Edition 10/08 applies to the Umbrella Liability Policy
Umbrella Liability - Additional Insured - Primary & Non-Contributory Blanket Additional Insured Form #CU7447 Edition 10/14 as Required by Contract
30 Day Notice of Cancellation Form #IL7447.6 Edition 10/17 applies to the Umbrella Liability Policy

Waiver of Subrogation form #WC420304B Edition 06/14 applies to the Workers' Compensation Policy
30 Day Notice of Cancellation Form #WC420601 Edition 01/94 applies to the Workers' Compensation Policy

The General Liability Policy includes an Additional Insured Endorsement to the Certificate Holder only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such status.

The General Liability Policy contains an Endorsement with "Primary and Non-Contributory" wording that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such status.

The General Liability Policy contains Waiver of Subrogation Endorsement that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such wording.

The General Liability Policy contains a 30 Day Notice of Cancellation to the Certificate Holder Endorsement. Notice is sent to Certificate Holders with mailing addresses on file with the Agent or Company. This Endorsement does not provide for Notice of Cancellation to the Certificate Holder if the Named Insured requests Cancellation.

The Automobile Liability Policy contains language that provides Additional Insured status to the Certificate Holder only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such status.

The Automobile Liability Policy contains an Endorsement with "Primary and Non-Contributory" wording that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such status.

The Automobile Liability Policy includes Waiver of Subrogation wording that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such wording.

The Automobile Liability Policy contains a 30 Day Notice of Cancellation to the Certificate Holder Endorsement. Notice is sent to Certificate Holders with mailing addresses on file with the Agent or Company. This Endorsement does not provide for Notice of Cancellation to the Certificate Holder if the Named Insured requests Cancellation.

The Workers' Compensation Policy includes Waiver of Subrogation wording that may apply only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such wording.

The Workers' Compensation Policy contains a 30 Day Notice of Cancellation to the Certificate Holder Endorsement. Notice is sent to Certificate Holders with mailing addresses on file with the Agent or Company. This Endorsement does not provide for Notice of Cancellation to the Certificate Holder if the Named Insured requests Cancellation.

The Umbrella Liability Policy includes a Follow Form Endorsement to the Certificate Holder only when there is a Written Contract between the Named Insured and the Certificate Holder that requires such status.

The Umbrella Liability Policy contains a 30 Day Notice of Cancellation to the Certificate Holder Endorsement. Notice is sent to Certificate Holders with mailing addresses on file with the Agent or Company. This Endorsement does not provide for Notice of Cancellation to the Certificate Holder if the Named Insured requests Cancellation.

Builders Risk includes windstorm coverage.
Flood Sublimit: \$2,500,000
Earth Movement Sublimit: \$2,500,000
Flood and Earth Movement Deductible: \$25,000
Temporary Storage Location: \$250,000
Valuation: Replacement Cost
Special Cause of Loss

The Builders Risk Policy contains a Blanket Loss Payee Endorsement (CM T5 60 01/10) as well as a Blanket Named Insured Endorsement (CM T5 61 01/10). The Blanket Named Insured Endorsement applies if there is a Written Contract or Agreement executed prior to loss to name the Owner(s) of Covered Property, Contractors, Sub Contractors and Sub-Sub Contractors as Named Insured, but only to the extent of their Financial Interest in the Covered Property.

Comp & Collision Deductibles: \$1,000 Each

*** UMBRELLA COVERAGE D CONTINUED FROM ABOVE ***

\$5,000,000 Limit / \$5,000,000 Aggregate (Coverage D - Travelers Property Casualty Company of America - Policy #ZUP81N2098321NF)

AGENCY CUSTOMER ID: HRNCICON

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh & McLennan Agency, LLC		NAMED INSURED Hrcir Construction, LP 3710 Rawlins Street, Suite 850 Dallas TX 75219	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Excess of Primary \$5,000,000 (Coverage A - Employers Mutual Casualty Company - Policy #5J56527)

Policy Term: 1/1/2021 to 1/1/2022
 \$10,000,000 Combined Limits (Coverages A & D Combined)

6



Claims

CLAIMS

International Leadership of Texas – Richardson, TX



6) CLAIMS

Identify all building projects within the past five (5) years on which Company, or Company's agents, employees or consultants, have rendered professional services wherein a construction or design claim has been asserted. "Claim" means litigation, submission to a dispute resolution board, or the use of the other alternate dispute resolution such as mediation or arbitration. For each such project identified, please state the nature and description of the claim, including alleged claims for professional errors or omissions, contract extras, delay, disruption or impact claims, time extension claims, or other similar claims; including the identity of the owner, Company or consultant, and contractor, whether Company, or Company's agents, employees or consultants, was a party or alleged to have some responsibility for the claim, and the disposition of the matter.

In the nearly eight years that HRNCIR Construction has been in operation, the company, its insurance agent/provider, nor consultants have never had to render services to defend a claim, enter into mediation, arbitration, litigation or any type of dispute resolution as a result of a claim filed against HRNCIR Construction.

7



Personnel Qualifications

PERSONNEL QUALIFICATIONS

International Leadership of Texas – Richardson, TX



7) PERSONNEL QUALIFICATIONS

List the names and qualifications of consultant’s personnel proposed for the Qualification Statement. The education, experience, capabilities, and accomplishments of the key design team members who would be assigned to a project. Include brief resumes (1 page or less) of these individuals as well as, any licenses or certifications that they currently hold.

See attached resumes for HRNCIR’s proposed team of:

Patrick Hrcir – Principal in Charge

Brandon Snyder – Director of Preconstruction

Hank Kirkpatrick – Project Manager

Ronnie Collins – Superintendent

Pat Hrcir

President, Managing Partner

**Education:** BBA, Texas Tech University, 1985**Experience:** **HRNCIR CONSTRUCTION, LP**
President, Estimator/Project Manager, 2013 to Present**MAPP Construction, LLC**
President, Texas Interiors Division, 1997 to 2013**James R. Thompson, Inc.**
Vice President, 1992 to 1997**MAVCO Inc./Trammell Crow Company**
Vice President-Business Development, Estimator, Project Manager, 1988 to 1992**Project Experience:**

First Capital Bank of Texas, Dallas, TX; \$520,000
 Swisher International, Irving, TX; \$693,469
 8080 North Central Expressway Capital Improvements, Dallas, TX; \$1,115,000
 Old Fossil Headquarters Capital Improvements, Richardson, TX; \$1,900,000
 "International Financial Institution", Dallas, TX; \$1,268,367 (*non-disclosure prohibits using their name*)
 Pearl Energy Investments/BQCP Expansion, Dallas, TX; \$987,000
 8435 Stemmons, Dallas, TX; \$452,529
 Four Forest Plaza Lobbies/Capital Improvements, Dallas, TX; \$3,200,000
 CyrusOne Data Center, Houston, TX; \$12,000,000
 My Children's Clinics (5 locations), Dallas, TX; \$3,125,000
 CyrusOne Data Center, San Antonio, TX; \$10,500,000
 CyrusOne Data Center, Austin, TX; \$7,000,000
 Connexions Call Center, Irving, TX; \$2,616,686
 A.G. Hill Corporate HQ's-Highland Park Village, Dallas, TX; \$3,585,820
 CB Richard Ellis Regional HQ's, Dallas, TX; \$6,117,629
 Ernst & Young - Victory Park, Dallas, TX; \$7,876,919
 George W. Bush/Bush Foundation/USSS Offices, Dallas, TX; \$1,100,000
 Travelers, Houston, TX; \$4,808,000
 Nokia Siemens Networks Restack/Lobbies, Irving, TX; \$12,943,238
 Aveda Institute, Dallas, TX; \$3,005,752
 West Coast University, Dallas, TX; \$3,423,215
 1807 Ross Lobby/Common Area Renovations & Stephen Pyles Restaurant, Dallas, TX; \$3,150,000
 Telvista Call Center/Corporate HQ's, Farmers Branch, TX; \$5,500,000
 Austin Renaissance Hotel Lobby/Ballroom Renovations, Austin, TX; \$1,329,000
 Cityplace Spa & Fitness Center, Dallas, TX; \$1,890,000
 Lincoln Centre I, II & III Lobby Renovations, Dallas, TX; \$5,270,000
 JW Marriott Lobby/Bar/Restaurant Renovations, Houston, TX; \$1,762,000
 United Healthcare Group, Richardson, TX; \$2,309,034
 Houston Intercontinental Marriott Lobby Renovations, Houston, TX; \$1,758,514
 CB Richard Ellis, Houston, TX; \$1,092,387
 KPMG Tower Lobby Renovation, Dallas, TX; \$987,462
 Cap Gemini/Ernst & Young, Houston, TX; \$1,731,785
 2909 Buckner Lobby/Common Area Renovations, Dallas, TX; \$786,400
 John Carpenter Frwy-Renovations, Irving, TX; \$1,143,508
 Locke Liddell Sapp, Dallas, TX; \$1,900,000
 Baker & McKenzie, Dallas, TX; \$1,957,000
 Crestview Tower Lobby Renovation/Stair; Irving, TX; \$899,403
 Wyndham Hotels & Resorts Corporate Offices, Dallas, TX; \$2,993,502
 One Dallas Centre Lobby/Plaza Renovations, Dallas, TX; \$1,600,000
 Gardere & Wynn, Dallas, TX; \$5,230,000

Brandon Snyder

Partner, Preconstruction Manager/Sr. Project Manager



Education: BS, Texas Tech University, 2010

Experience: **HRNCIR CONSTRUCTION, LP**
Estimator/Project Manager, 2013 to Present

MAPP Construction, LLC
Project Manager, 2012 to 2013

M3D, Lubbock, TX
Estimator/Project Manager, 2011 to 2012

Mapco, Inc./Federal Management Solutions, San Antonio, TX
Estimator, 2010 to 2011

Project Experience:

Industrious Office, Dallas, TX; \$3,165,000
 St. Augustine School of Medical Assistants, Irving, TX; \$2,428,324
 Miramar Holdings, Dallas, TX; \$1,039,000
 Winn Family Office, Dallas, TX; \$1,547,009
 Westdale Corporate Headquarters, Dallas, TX; \$4,077,000
 CENTRL Office Dallas, TX; \$1,110,000
 ESRP Commercial Real Estate/3rd Floor Corridor, Frisco, TX; \$988,000
 Compass Real Estate, Dallas, TX; \$1,875,000
 Cityplace 6th Floor Spec Suites, Dallas, TX; \$1,490,000
 L&B Realty, Dallas, TX; \$1,866,696
 Medieval Times, Dallas, TX; \$1,066,000
 Regency Plaza Capital Improvements, Dallas, TX; \$2,950,000
 Premier Place Capital Improvements & White Boxes; \$447,474
 Captel, Arlington, TX; \$1,653,078
 Nobilis Health, Dallas, TX; \$1,841,888
 One Legacy West Amenities & Commissary, Plano, TX; \$3,640,000
 LALA, Dallas, TX; \$1,132,000
 MD Buyline, Dallas, TX; \$862,000
 MV Transportation, Inc., Dallas, TX; 1,090,000
 Cityplace Capital Improvements, Dallas, TX; \$6,153,000
 Androvett Legal Media, Dallas, TX; \$780,000
 PennyMac Loan Services Phases 1 & 2, Plano, TX; \$2,120,000
 BH Management Services, Dallas, TX; \$956,000
 Culinaire Headquarters & Commissary Kitchen, Dallas, TX; \$4,830,000
 USI Insurance Services, Dallas, TX; \$1,298,000
 Old Fossil HQ's Capital Improvements, Richardson, TX; \$1,900,000
 Zix Corp, Dallas, TX; \$1,920,000
 Hampton Court Lobby & Common Areas Renovations, Dallas, TX;
 \$1,096,000 Riverside Commons Capital Improvements, Irving, TX;
 \$1,300,000
 Merit Energy & Galleria North II Capital Improvements, Dallas, TX; \$787,000
 Equity Metrix, Dallas, TX; \$915,586
 Robert Half/Protiviti, Dallas, TX; \$940,000
 Fischer & Company, Dallas, TX; \$1,875,000
 Solana Garage Renovations, Westlake, TX; \$497,000
 Regions Bank, 1717 McKinney Retail Branch, Dallas, TX; \$674,000
 Regions Bank – Dallas Regional Offices, Dallas, TX; \$1,507,000
 1301 Collins Lobby/Café/Restroom Renovations, Dallas, TX; \$815,000 Lowes
 Market #147, San Diego, TX; \$6,505,000
 Lowes Market #128 Renovation, Greely, CO; \$621,000
 Carizma Motors, Lubbock, TX; \$2,525,000
 UMC Physician Network Services Office Renovation, Lubbock, TX; \$575,000
 Rick's Tire Warehouse Addition/Renovation, Lubbock, TX; \$855,000

Hank Kirkpatrick
Estimator/Project Manager



Education: BA, Texas Tech University, 2013

Experience: **HRNCIR CONSTRUCTION, LP**
Estimator/Project Manager, 2014 to Present

Ferguson Enterprises
Inside Sales, 2013 to 2014

Project Experience:

Neighborly, Irving, TX; \$1,612,000
3131 McKinney Lobby/Capital Improvements, Dallas, TX; \$1,830,000
State Farm, Richardson, TX; \$985,000
Compass Real Estate Lakewood, Dallas, TX; \$870,000
Witherite Law, Fort Worth, TX; \$710,000
One Network, Dallas, TX; \$841,037
Quest Diagnostics, Dallas, TX; \$412,627
LSG Group, Irving, TX; \$3,800,000
Eberstein & Witherite, Dallas, TX; \$1,330,000
Evoque Data, Dallas, TX; \$385,727
Planet Home Lending, Irving, TX; \$1,320,000
St. Paul Spec Suites, Dallas, TX; \$1,050,000
1000 Coit Lobby Renovation, Richardson, TX; \$699,535
Swirls, Dallas, TX; \$547,382
Compass Southlake, Southlake, TX; \$784,000
Westdale Corporate Headquarters, Dallas, TX; \$4,077,000
The Epic 15th Floor Corridors, Dallas, TX; \$261,387
3131 Turtle Creek, Dallas, TX; \$261,387
CENTRL Office, Dallas, TX; \$1,170,218
Compass Real Estate, Dallas, TX; \$1,875,000
Robert Half, Addison, TX; \$940,000
International Plaza 8th Floor WB, Farmers Branch, TX; \$336,000
Pabst Blue Ribbon, Irving, TX; \$940,800
Intelis Capital, Dallas, TX; \$570,000
8080 NCX Lobby and Garage Renovation, Dallas, TX; \$1,115,000
Northview Plaza, Dallas, TX; \$1,923,000
Medieval Times Corporate Headquarters, Dallas, TX; \$1,066,000
Blackhill Partners, Dallas, TX; \$1,095,000
Summit at Preston Trails Capital Improvements, Dallas, TX; \$1,057,000
Albertson's-Safeway Headquarters, Arlington, TX; \$1,730,000
Riverside Commons Amenities, Irving, TX; \$884,800
Nobilis Health, Dallas, TX; \$1,841,888
Global Knowledge, Irving, TX; \$687,000
Pennymac Loan Services Phases 1 & 2, Plano TX; \$2,120,000
Pearl Energy Investments/BQCP Expansion, Dallas, TX; \$567,000
Wise Foods, Ft. Worth, TX; \$331,000
DFW Hospital Council, Irving, TX; \$740,000
Culinary Focus Corporate Office & Test Kitchens, Irving, TX; \$576,000
2929 North Central Expressway Capital Improvements, Richardson, TX; \$350,000
Encore Shoe Department, Gun Barrel, TX; 525,000
Corvell Healthcare & 10,000 NCX 3rd Floor Corridors/Restrooms, Dallas, TX; \$663,221
10,000 NCX Lobby Renovation & Capital Improvements, Dallas, TX; \$792,000
Caldwell Partners, Dallas, TX; \$465,000
Hampton Court Lobby & Common Area Renovations, Dallas, TX; \$1,096,000
VCE Restack, Richardson, TX; \$584,000
Cordell Law, Dallas, TX; \$630,206

Ronnie Collins
Superintendent



-
- Education:** **Morgan Hill Carpentry School**
4-Year Carpentry and Construction Practices Certification, 1994
- Experience:** **HRNCIR CONSTRUCTION, LP**
Superintendent, 2021
- Ratcliff Constructors, Inc., Dallas, TX**
Superintendent, 2015 to 2021
- Southern Land Company, Salinas, CA**
Superintendent, 2014 to 2015
- Halliburton Special Service Hydraulic Fracturing**
Dry Gel Operator, 2012-2014
Line Boss/Ground Boss, 2010-2012
- Ronnie Collins Construction, Orange County, CA**
Owner, 2005-2010
- San Jose Construction, Santa Clara, CA**
Superintendent, 2000-2005
- Devcon Construction, Milpitas, CA**
Commercial Assistant Superintendent, 1995-2000
Carpenter Foreman, 1993-1995

- Certifications:**
30-hour OSHA Safety Training
First Aid/CPR Certification
SWPPP Training

- Project Experience:**
3131 McKinney Lobby/Capital Improvements, Dallas, TX; \$1,830,000
West Coast University - Richardson Campus, Richardson, TX; \$22,043,000
Dallas ISD BP#106 – Seagoville High School Addition & Renovations, Seagoville, TX; \$21,473,000
Sachse Community Center, Sachse, TX; \$5,778,000
Service King Collision Center, McKinney, TX; \$3,156,000
Gainesville High School – Addition, Gainesville, TX; \$4,926,000
Lakeview Centennial High School – Additions & Renovations, Garland, TX; \$16,866,000
Industrial Technology Center–North Central Texas College, Bowie Campus, Bowie, TX; \$1,783,000
Rayzor Ranch Marketplace-Phase I, Lot 4 Retail Building, Denton, TX; \$5,166,000
Junction 15 Mixed-Use Development, Plano, TX; \$32,400,000
Salina Valley Urology, Salinas, CA; \$3,100,000
Natividad Memorial Hospital, Salinas, CA; \$1,320,000
Pacific Grove Self Storage, Pacific Grove, CA; \$5,715,000
Smythe European Mercedes-Benz, Santa Clara, CA; \$10,091,000
Stevens Creek Acura, Santa Clara, CA; \$8,840,000
Steinbeck Credit Union, Salinas, CA; \$4,215,000
Motherhood Maternity, Monterey, CA; \$1,175,000
Pizza My Heart, Monterey, CA; \$1,335,000
The Capitol Club Fitness Center, Santa Clara, CA; \$1,307,000
Cisco Systems, Milpitas, CA; \$72,000,000
Cisco Day Care Center, Milpitas, CA; \$8,600,000

8



Organizational Chart

ORGANIZATIONAL CHART

International Leadership of Texas – Richardson, TX



8) ORGANIZATIONAL CHART

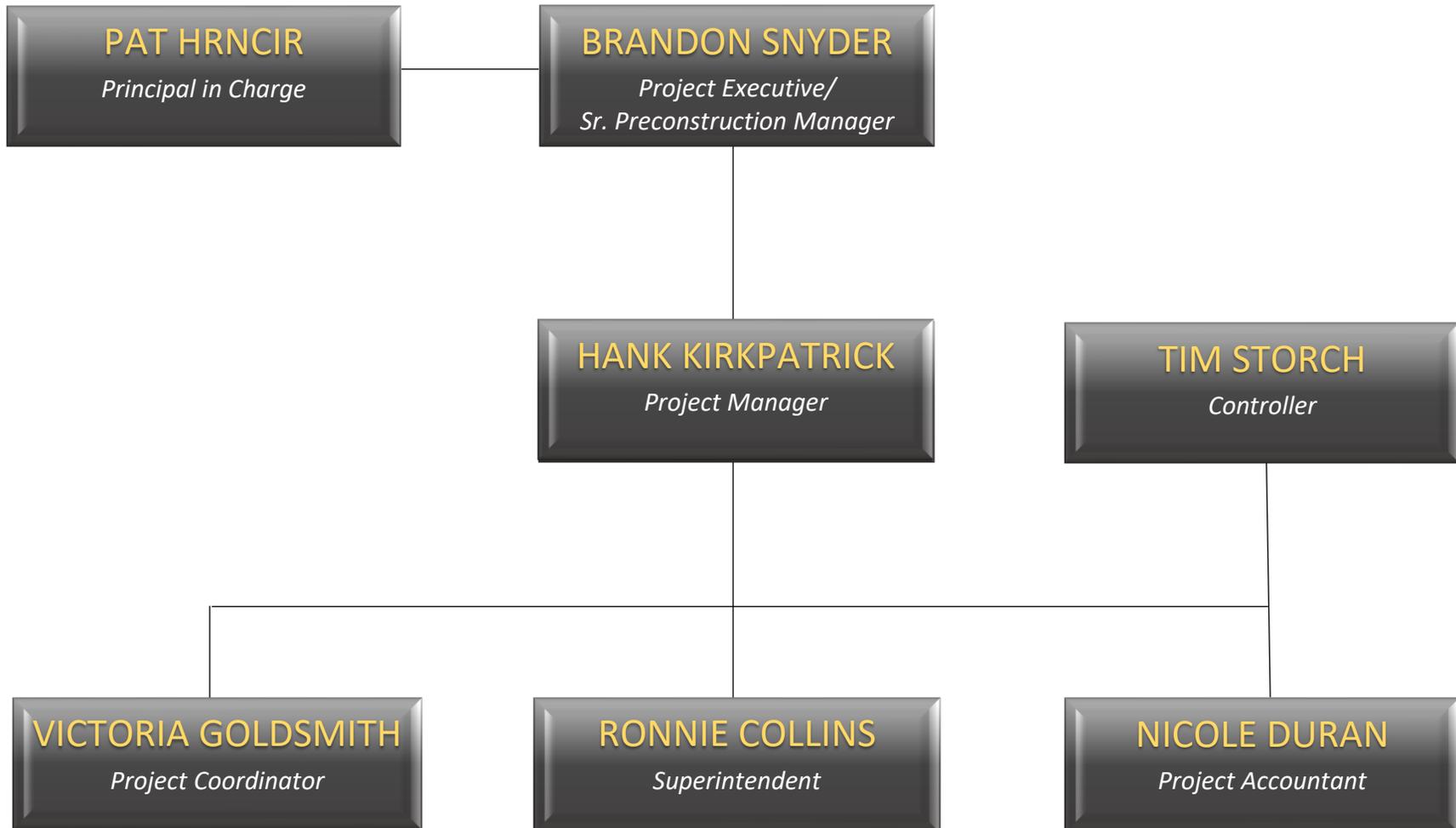
Organizational chart, proposed schedule, and summary report reflecting the respondent's approach and factors to be considered designing these projects. Description of planned effort to provide quality work, meet schedules, and work within an agreed upon budget for construction

See attached for Project Team Organizational Chart.



PROJECT TEAM ORGANIZATIONAL CHART

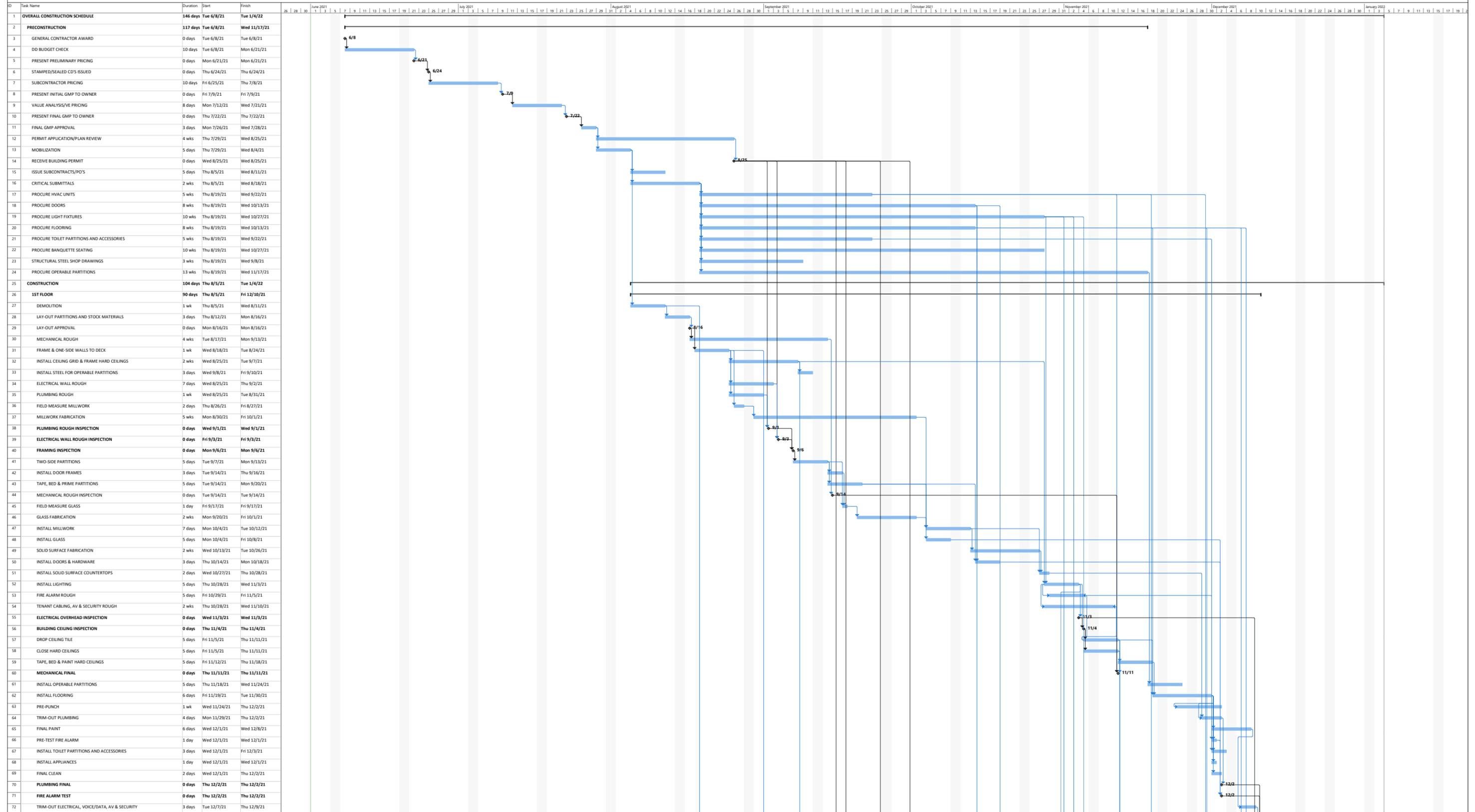
International Leadership of Texas, Richardson, TX





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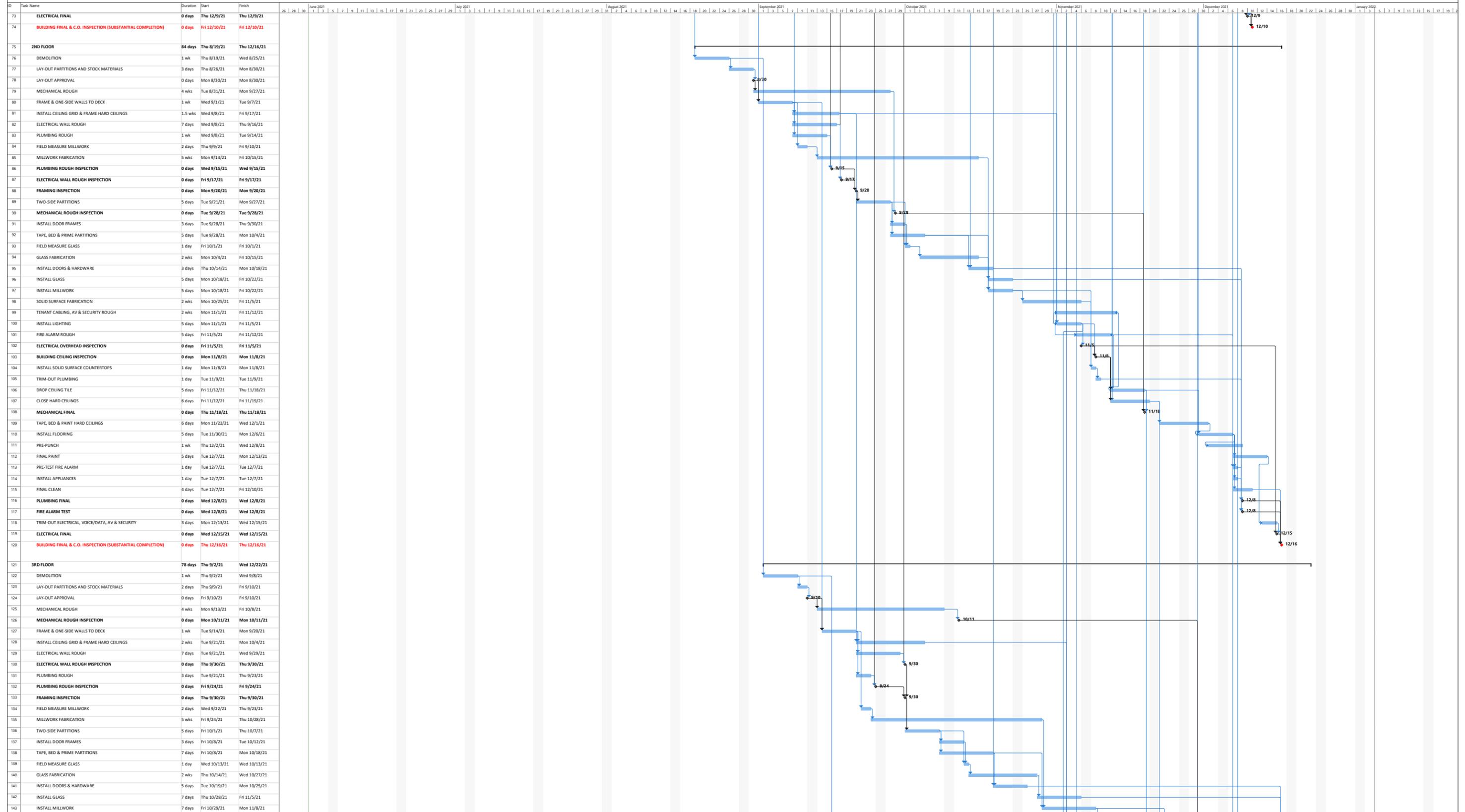
PRELIMINARY MASTER CONSTRUCTION SCHEDULE





IL OF TEXAS

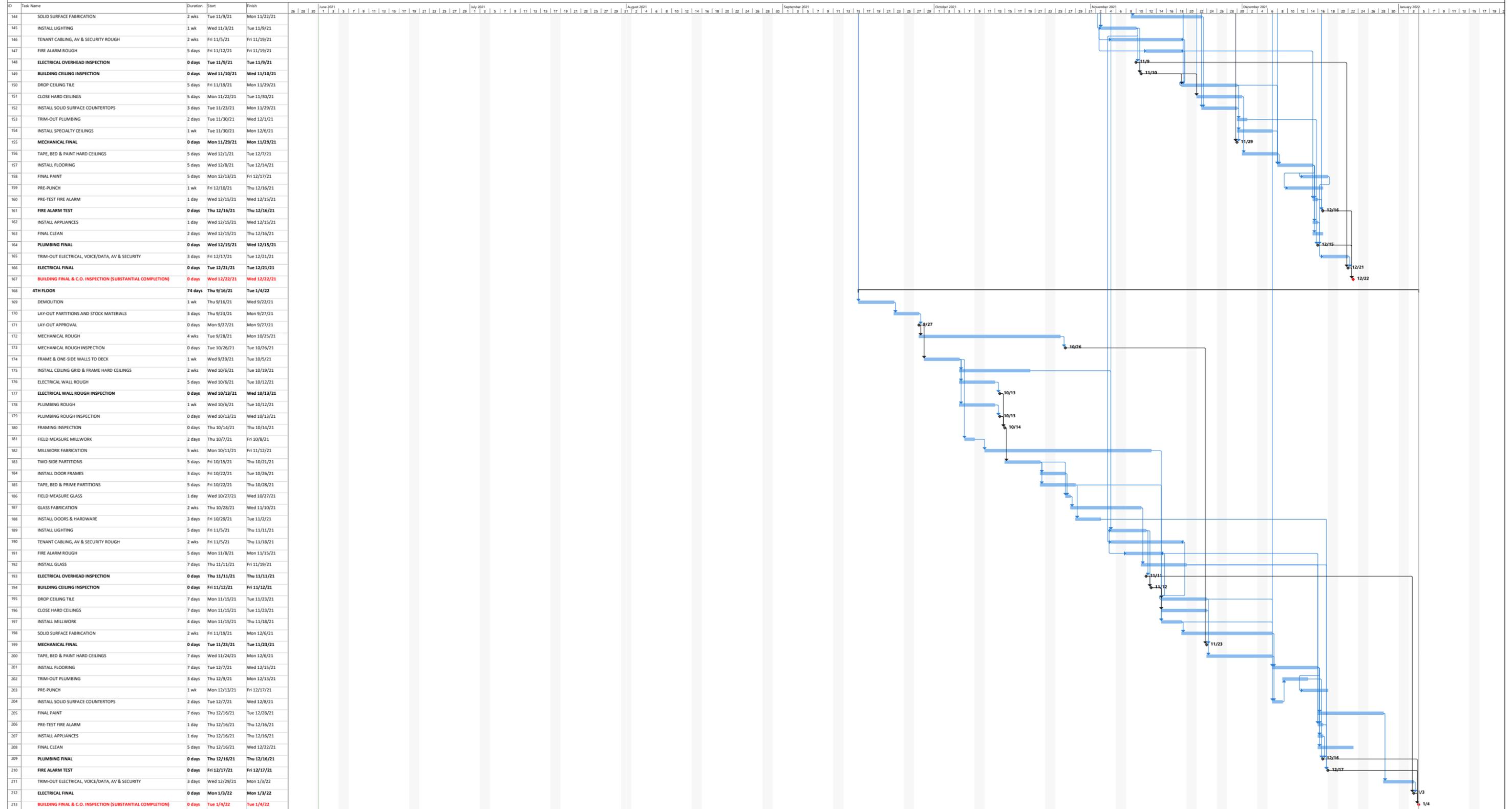
PRELIMINARY MASTER CONSTRUCTION SCHEDULE





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PRELIMINARY MASTER CONSTRUCTION SCHEDULE



ORGANIZATIONAL CHART

International Leadership of Texas – Richardson, TX



The following steps represent a synopsis of HRNCIR's approach to each and every project, from preconstruction through construction and final completion of the project:

PRECONSTRUCTION APPROACH/PROCESS

INITIAL PRECONSTRUCTION SERVICES/PRICING (IGMP)

- Receive initial space plan or progress set of documents from the architect. Review CD progress set in detail, comparing progress set with assumptions from previous DD set pricing while creating list of trades & materials required along with a running list of questions in preparation for initial kick-off/page-flip meeting with the architect.
- Schedule initial kick-off/page flip meeting with Owner, Architect, MEP Consulting Engineer, and Structural Engineer Cushman to review the CD progress set of documents, discuss overall design intent, elevations, details and finishes yet to be finalized, specialized finishes and vendors architect and engineers have been working with, progress on lighting package, MEP design intent and equipment required, finishes and equipment that will be reused and may need to be inspected, and potential value engineering opportunities.
- HRNCIR Preconstruction Manager, Project Manager, Assistant Project Manager and Superintendent to revisit the site to re-examine and evaluate existing conditions against the CD progress set of drawings, evaluate components of the existing structure or finishes to be matched and/or salvaged & protected. Meet with the Property Manager and Building Engineer to go over building rules and regulations, discuss debris removal & disposal plan and dumpster location, stocking plan and identify available elevators and times available for demo debris removal and material stocking, discuss where to store salvaged building standard items that will not be utilized in the new buildout, determine staging areas, identify restrooms to be utilized during construction, and determine best on-site location for project field office, etc.
- Develop a preliminary pricing package and narratives along with updated preliminary schedule to issue to key subcontractors and suppliers to initiate preliminary pricing for the purpose of developing an initial guaranteed maximum price (IGMP).
- Preconstruction manager designates divisional assignments to the preconstruction team who, in turn, defines each trade's scope and quantities through On-Screen Take-Off and creates detailed bid tab sheets prior to bid day to insure complete and accurate pricing.
- Coordinate site visits for bidding subcontractors.
- Initiate conversations and field questions from subcontractors and vendors during preliminary pricing process. Through these discussions, begin developing list of potential value engineering alternates and communicate potential VE ideas and questions to Gensler team and Cushman & Wakefield rep.
- Receive preliminary pricing bids from vendors and subcontractors.
- Verify scope against internal takeoffs and bid tab sheets.
- Review any cost/time saving items offered by vendors and subcontractors.
- Identify and qualify any allowances for unspecified materials or equipment.
- Qualify any contingencies with detailed explanation.
- Submit preliminary pricing along with potential value engineering items to Owner and Architect for review and comment.
- Review pricing with Owner and Architect along with all Bid Tabulation Sheets for each trade along with Subcontractor quotes.

ORGANIZATIONAL CHART

International Leadership of Texas – Richardson, TX



- Should preliminary pricing, along with any acceptable alternates and value engineering alternates be out of line with Owner's desired budget, discuss with architectural/engineering design team any additional areas driving the cost overages and target these areas for alternate materials, equipment, lighting, etc.
- Reprice additional agreed upon alternates to offer Owner additional opportunities for potential savings and upon mutual agreement, re-establish the initial guaranteed maximum price (IGMP).
- Identify long lead items that may need to be pre-order along with associated key trades and vendors required to potentially engage and get under contract early.
- Release these key subcontractors and vendors to initiate the submittal process on these long lead items.

PRECONSTRUCTION – FINAL PRICING (GMP)

- Receive construction documents from architect, print two sets of permit application drawings for plan review, procure asbestos survey, TDLR#, and Com-Check and prepare permit application to take to the City of Plan permit office. Follow up with the City of Richardson with subcontractor validations and communicate as necessary to insure plan review process is moving forward.
- Assist Owner/Architect/MEP Engineer by reviewing final construction documents to verify what has been changed, added, or deleted as compared to DD documents and/or progress set of documents previously budgeted and what may present challenges to previously submitted budget(s), verify long-lead items and confirm fabrication and delivery dates work within the schedule, begin developing initial RFI's for clarifications, etc.
- Review construction documents to finalize an inclusive list of material and subcontract quotes needed. Share this list with the Owner and Architect for final approval.
- Preconstruction Manager reviews construction documents with proposed construction team who will further develop the preliminary schedule for bidding purposes and determine all trades and vendors that will be required. This team also evaluates and makes recommendations on constructability and sequencing of trades.
- Make initial calls/inquiries to known capable and most reputable subcontractors with sufficient manpower to review their current work in progress and availability of top foremen and crews.
- Create detailed invitation to bid for subcontractors and suppliers complete with requests for pricing breakouts by area and alternate pricing requests, along with the preliminary schedule and requests for proposed foremen per phase of work and determined crew size for each phase.
- Invite no less than three bidders in each trade to submit pricing for project.
- Coordinate site visits for bidding subcontractors.
- Preconstruction manager designates divisional assignments to the preconstruction team who defines each trade's scope and quantities through On-Screen Take-Off and creates detailed bid tab sheets prior to bid day to insure complete and accurate pricing.
- RFI's are issued to owner's representative to address any questions during the bidding process.
- Review lead-time issues with each vendor and subcontractor to insure materials are available to meet the project schedule.
- Receive final pricing from vendors and subcontractors.
- Verify scope against internal takeoffs and bid tab sheets.
- Review any additional cost/time saving items offered by vendors and subcontractors.
- Identify and qualify any allowances for unspecified materials or equipment.
- Qualify any contingencies with detailed explanation.
- Submit final pricing along with any additional value engineering items to the owner for review and comment.
- Review final pricing with Owner and Architect along with all Bid Tabulation Sheets for each trade along with Subcontractor quotes.

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- Finalize pricing inclusive of any accepted alternates or cost saving value engineering alternates to present to Owner for approval and establishment of final guaranteed maximum price (GMP)

PRECONSTRUCTION PLANNING

- Project Manager / Estimating Team meets with Superintendent to plan for construction process.
- Review all subcontractor and material quotes confirming the lowest qualified bidders.
- Review each scope of work in detail.
- Identify any allowances and discuss the information needed to identify exact costs.
- Verify long lead items.
- Compare the long lead items and subcontractor qualifications with the preliminary schedule.
- Review all pre-bid correspondence between the architect, owner, engineer and contractor.
- Review the plans and specifications page by page. Closely review all details with Superintendents to confirm understanding is in line with Preconstruction Manager's interpretation. Create RFI's on any missing details, details that may require further clarification, or potentially offer suggestions to alter details to potentially save time and cost.
- Create site logistics plan to identify staging areas, material storage areas, site restrictions, job-site office location, subcontractor parking, site access, potential liability areas, and temporary protection plan to protect existing finishes to remain.
- Review each line item of the general conditions.
- Discuss the goals and expectations of the Cushman & Wakefield rep, Owner, Architect and primary owner's consultants.
- Define what is expected of the subcontractors and vendors in terms of quality, safety, schedule and cost.
- Review all potential safety issues and risks and develop a safety plan and COVID-19 screening protocols to insure a safe jobsite for all on site and within the building.
- Complete detailed master schedule.
- Complete project budget set up with accounting.
- Set up all project logs (CD, Submittal, RFI, PCR, CO) and an initial two-week look-a-head.
- Subcontracts are awarded via formal notice to proceed, certificates of insurance are requested and subcontracts are drafted and issued.
- Kick-off meeting is scheduled and held with subcontractors and owner's representatives to review building rules & regulations, safety procedures, site logistics, schedule, lines of communication and goals for the project.

CONSTRUCTION APPROACH/PROCESS

- The superintendent in conjunction with the owner's representative establishes the most logical area for which to set up a temporary job site office and meeting area. This office will be equipped with telephones, WiFi, Copier/Printer/Scanner, laptop computers/Mi-Fi cards, and each Superintendent has their own laptop/iPad/iPhone to facilitate direct lines of communication between our construction office, the other team members and the field, the architect/engineer and owner's reps.
- The superintendent schedules weekly jobsite meetings with subcontractors, which are also attended by the project manager. Daily meetings are held with the foremen of the various trades to review ongoing quality, safety and schedule issues.
- Owner meetings are scheduled weekly to review the project's weekly progress, pending items, schedule, cost concerns, pay application review, lead-item deliveries, owner furnished item deliveries, etc.

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- At the owner’s meetings, a “weekly submittal package” containing, but not limited to, the following documents will be distributed to the owner and architect:
 - a) Previous Week’s Meeting Minutes with “New Business” agenda
 - b) Updated Submittal Log
 - c) Request For Information Log
 - d) Proposed Change Request Log with weekly PCR’s
 - e) Updated Master Schedule
 - f) Two Week Look-a-head Schedule
- Proposed Change Requests and subsequent Change Orders are processed as follows:
 - a) Upon the owner’s request for pricing on a proposed change, a complete labor, equipment, material and associated taxes breakdown is received from the vendors and subcontractors.
 - b) The project management team reviews each line item for adherence to the contract documents.
 - c) After it is determined that the pricing appears complete and fair, the project manager prepares an official Proposed Change Request for submission to the owner along with appropriate breakouts.
 - d) After all parties agree to the pricing, the subcontractor is released to perform the additional work.
 - e) Each month, all approved PCR’s are incorporated into a change order to be submitted prior to the monthly billing and subsequently included in the monthly billing.
- To control costs during construction, the project manager performs weekly cost projections and submits a formal report to the principal in charge on a monthly basis.
- Prior to project completion, an internal punch list (Pre-Punch) is generated by the project manager and superintendent are distributed to each subcontractor for execution prior to the architect’s scheduled punch list.
- The master contract drawings are red-lined daily to reflect any changes in the field. At the conclusion of the project, all as-built drawings are reviewed to make sure all in-place items were properly noted during construction and are as indicated on the field master set of drawings.
- Once the final punch list is generated by the owner and architect, each subcontractor is given two weeks from date of issuance to complete their items.
- Prior to the owner’s final acceptance, the completed punch list is presented for signature and all close-out documentation is submitted, thus defining a final completion date.

COST MANAGEMENT, REPORTING & CONTROL

HRNCIR Construction understands, recognizes and stresses to all our internal layers of project managers and supervisors the importance of the management and control of cost on every project. The cost accounting and management systems that we presently have in place provide the necessary tools to our office and field staff to properly maintain the desired quality of work, ensure the safety of our personnel, meet the proposed schedule, and to monitor our projected and incurred cost within the contracted scope of work.

We utilize Foundation Software for our accounting and project management cost control systems. This software package provides us with a comprehensive system of applications to monitor and control project costs and generate the necessary reporting. In addition, our project management systems allow for complete coordination and tracking of all pending and received items; including purchase orders and subcontracts, change orders, RFI’s, meeting minutes, transmittals and memoranda, daily logs, submittal logs, punch lists and construction field directives. Once the information has been inputted into the system, it can be accessed within our network 24 hours a day, 7 days a week by our personnel.

The Project Manager will be the primary points of contact for the Owner. The Project Manager’s primary responsibilities will be to manage and oversee all aspects of the project relating to quality, schedule, safety and cost.

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SCHEDULING APPROACH

HRNCIR Construction believes for a construction project to be successful, it all begins with a well thought-out schedule generated with input from the preconstruction team and key subcontractors. A preliminary schedule, with key benchmark dates, must be distributed to subcontractors during the preconstruction pricing phases of the project so as to ensure that they are anticipating ample manpower to meet their milestone dates and this is accurately reflected in the labor portion of their pricing. Equally as important is verifying all material, equipment and lighting lead times, so as, to ensure that material shipment and delivery dates work within the schedule. As the preconstruction phase progresses, details and material delivery dates become more and more apparent, thus the need to continually update the schedule and communicate to all team members.

Throughout the construction phase of the project, the master schedule is continually evaluated and updated daily and published weekly. Our superintendents are required to create two-week look-ahead schedules on a weekly basis. Every HRNCIR superintendent has a laptop computer and iPad with wireless email capabilities. Advanced scheduling logic and software training courses are a major part of each superintendent's continuing education requirements. The two-week look-ahead schedule is reviewed and compared against the master schedule in every Owner/Architect/Contractor meeting. We find that this is not only a good tool for the general contractor to coordinate the work of each subcontractor, but for use by the owner and its vendors to schedule their work and deliveries. Below is a synopsis of the two types of schedules that we utilize for successful projects:

Master Schedule

- Generated by the project manager and superintendent in the project planning process.
- Used to schedule and coordinate long-lead items, design time, owner equipment and owner vendors.
- More of an overview of the entire project timeline.
- Updated weekly and handed out at all Owner/Architect/Contractor meetings.
- Identifies the critical path and key milestone dates to insure timely completion of the project.
- Identifies items that will not meet the desired completion date of the owner. This allows for reevaluation and possible reselection of finishes or expediting of materials while helping to identify whether the item is critical for occupancy.
- Gives the project team knowledge of when critical decisions need to be made.

Two-Week Look-Ahead

- Generated by the superintendent with sub and vendor input on a weekly basis.
- Handed out at every Owner/Architect/Contractor meeting.
- Reviewed by the superintendent subcontractors at each subcontractor meeting.
- Gives a more detailed view of the activities that will occur over the next two/four weeks.
- Gives a day-by-day activities list.
- Helps pinpoint items of minor size, but of major importance.
- Allows the superintendent to monitor the manpower of the subcontractors.
- Can be emailed to the project team for instant updates.

SAFETY COMMITMENT

It is HRNCIR Construction's belief that our people are our most important asset, and the preservation of employee Safety and Health must remain a constant consideration in every aspect of our business. In each phase of a project and prior to mobilizing on each jobsite, all precautions in terms of training, planning, budgeting, projecting, educating, documenting, and execution processes are brought into focus in order to perform all work in the safest manner possible while maintaining excellent construction practices. We put into practice a comprehensive and effective accident prevention program that will be enforced at every jobsite. HRNCIR Construction will provide the resources necessary to manage, control, or eliminate all Safety and Health hazards so as to provide a safe work environment for our employees and subcontractors as well as our clients and the general public in areas adjacent to our jobsites.

ORGANIZATIONAL CHART

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HRNCIR Construction takes a proactive approach to the Safety management of all projects and coordinates our policies, plan and approach to Safety with all of our Subcontractors, Vendors, Suppliers and those of direct employ with our Owners that may have access to our jobsites. These companies and their individual employees will be encouraged and mandated to embrace the concept of team performance and personal accountability before being allowed to participate in the construction process with HRNCIR Construction.

All HRNCIR Construction employees are responsible for working safely and productively, as well as being responsible for the recognition and awareness of hazards in their work areas for each phase of their projects. Employees are also responsible for following safe work practices, including the use of Personal Protective Equipment (PPE) where necessary. Our current Safety Policy addresses Safety procedures controlled by federal, state and local regulatory agencies. Our goal is to not only meet these governed regulations but exceed them. Our Policies and all Safety related training will provide our path toward achieving “incident and injury free” projects with no lost time due to incidents/injuries.

It is our belief that any Safety and Health program must have total employee involvement, from management to field supervision, and we consider no aspect of our work of greater importance than the Safety and Health of our employees, our Subcontractors’ and Vendors’ employees, and the protection of the public outside our jobsites as well and visitors to our jobsites. Therefore, this program has management’s highest priority, support, and participation, and we will take all necessary precautions and make resources available to ensure the success of this commitment.

SAFETY AND HEALTH GOALS

In order to achieve the Safety and Health goals, each contractor’s management team must set the tone for safety early in the project. Without the active participation of all contractors and the commitment of each and every employee, these goals cannot be achieved.

Our goals are to:

1. Create and sustain an incident and hazard-free work environment.
2. Create and sustain a workplace free from substance abuse.
3. Create a Safety and Health conscious culture in Management, Field Supervision, and all employees.
4. Create and sustain a work environment free of hazardous and toxic spill/release.

EMPLOYEE SAFETY RESPONSIBILITIES:

- Work in a safe and efficient manner and follow established safety regulations.
- Ensure that each task given is understood.
- Be alert while working on any Company project.
- Report any unsafe conditions or near misses to the Superintendent as soon as possible.
- Report even minor injuries to a supervisor in person and seek first aid care immediately.
- Report to work physically and mentally able to perform the tasks assigned.
- Report to work without the presence of drugs or alcohol in your system which may affect work performance.
- Report to the Foreman or Supervisor any prescription or nonprescription drugs taken which would affect the ability to work safely.
- Not to perform work which the employee feels is unsafe; this is true even if the foreman or Superintendent asks for such work. No employee will be reprimanded for reporting to the supervisor's supervisor a request to work in what the employee believes is an unsafe condition. Every employee may seek out the supervisor's supervisor to report any unsafe condition.

FIRST LEVEL SUPERVISION (SUBCONTRACTOR FOREMEN) SAFETY RESPONSIBILITIES:

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- Assure that needed safety equipment and protective devices are provided and used for each job.
- Make new employees aware of any hazards in their work area.
- Take prompt corrective action whenever unsafe conditions or unsafe acts are noted.
- Teach employees that accidents are caused and can usually be prevented.
- Assure that all injuries are properly reported and treated.
- Instill safety awareness in each employee through personal contact and by group safety meetings.
- Provide full support of all safety activities and safety procedures.

SUPERINTENDENT SAFETY RESPONSIBILITIES:

- Review the safety program and ensure its implementation on the project.
- Plan ahead for safety requirements and communicate those requirements to all foremen.
- Hold meetings with the foremen and give full support to their safety activities, document and affirm each foreman's attendance with a sign-in sheet.
- Review any incidents, near misses, and all serious accidents to see that causes are being investigated and the proper corrective actions are taken.
- Assure that all proper safety precautions are being taken before new operations are started, or when new tools, equipment, and materials are introduced to the project.
- Give leadership and direction in the administration of safety activities.
- Give fair consideration to recommendations, interpret policies and support them as an example to those in supervisory levels.
- Hold safety meetings as outlined in the program and report the topics of each safety meeting. These meetings are to be documented and sign-in sheets are required.
- Require all Supervisors to comply with all reasonable safety recommendations.
- Discuss all safety violations with subcontractor's foremen in the weekly progress meetings, document same and require compliance.
- Review first level supervisors' performance in complying with the safety program.
- Assure that all safety bulletin boards are kept in good order.
- Assure that safety meetings are conducted with all employees.
- Maintain OSHA 10 hour and CPR/First Aid Certifications.

PROJECT MANAGER SAFETY RESPONSIBILITIES:

- Review the safety program and ensure its application on the project and for each phase of work.
- Meet with Superintendent and other project team members to develop site-specific Safety and Health Plan.
- Review accident summary reports in order to keep informed on the project accident record.
- Assist in appropriate preventive action when accident trends are unfavorable.
- Give leadership and direction in the administration of safety activities.
- Give fair consideration to recommendations and interpretation of policies and support them as an example to those in supervisory levels.
- Require Superintendents to hold safety meetings as outlined in the program.
- Attend bi-monthly company meetings with superintendents to address Safety, Quality Control, Scheduling, and Cost/Risk Control topics as related to the previous two weeks and initiatives going forward. This is an open forum discussion to discuss accountability in terms of our daily/weekly safety meeting documentation, as well as any safety issues or concerns for each project.
- Provide third-party on-site Safety Manager as to review safety procedures, proper postings and documentation, and site observation visits as needed per specific job requirements.

9



Current Clients & Projects

CURRENT CLIENTS & PROJECTS

International Leadership of Texas – Richardson, TX



9) CURRENT CLIENTS/CURRENT PROJECTS

- a) List the total number of local projects currently in progress, including renovations and additions:

	Project Type	New Construction	Renovation/Addition	% Complete
A.	Elementary Schools			
B.	Middle Schools			
C.	High Schools			
D.	JROTC Facilities			
E.	Administrative/Support Facilities		14	62%
F.	Athletic Facilities/Gyms/Field Houses			
G.	Specialized Educational Facilities		1	80%
H.	Charter School Facilities			
I.				

- b) All projects of any type currently in progress and the name and phone number of the owner's Representative

- i) Project: 3131 McKinney Redevelopment
 Organization: Cushman & Wakefield
 Contact person/Title: Wes Combs/ Director, Project Development Services
 Phone Number: 214-212-1576
 Project Description: Capital Improvements
 # of Change Orders: 26 Size (SF): 14,000 Cost: \$186,9127
- ii) Project: West Coast University
 Organization: West Coast University
 Contact person/Title: Virginia Howard/ Director of Design, Planning & Construction
 Phone Number: 310-717-6640
 Project Description: TI Remodel
 # of Change Orders: 39 Size (SF): 125,000 Cost: \$1,869,127
- iii) Project: Park Center Capital Improvement
 Organization: Lincoln Property Co.
 Contact person/Title: Greg Singletary/ Project Manager
 Phone Number: 214-740-4392
 Project Description: Capital Improvements
 # of Change Orders: 1 Size (SF): 8,650 Cost: \$530,667.53

CURRENT CLIENTS & PROJECTS

International Leadership of Texas – Richardson, TX



- | | | | | |
|-------|-----------------------|--|-------------------|--------------------|
| iv) | Project: | Accelerate Resources | | |
| | Organization: | Gaedeke | | |
| | Contact person/Title: | Anthony Reynolds/ Project Manager | | |
| | Phone Number: | 214-273-3312 | | |
| | Project Description: | New Tenant Finishout | | |
| | # of Change Orders: | 25 | Size (SF): 6,600 | Cost: \$ 367,531 |
| v) | Project: | Neighborly | | |
| | Organization: | Avison Young | | |
| | Contact person/Title: | Jim Louis/ Principal | | |
| | Phone Number: | 214-797-5624 | | |
| | Project Description: | TI Remodel | | |
| | # of Change Orders: | 32 | Size (SF): 35,000 | Cost: \$1,671,568 |
| vi) | Project: | Guidon Relocation | | |
| | Organization: | Guidon | | |
| | Contact person/Title: | Mark Fewin/ President | | |
| | Phone Number: | 214-695-6160 | | |
| | Project Description: | New Tenant Finish out | | |
| | # of Change Orders: | 3 | Size (SF): 1,700 | Cost: \$ 110049 |
| vii) | Project: | Lintec | | |
| | Organization: | Provident Realty | | |
| | Contact person/Title: | John Bunten/ Industrial Development and Acquisitions | | |
| | Phone Number: | 214-212-2043 | | |
| | Project Description: | New Tenant Finishout | | |
| | # of Change Orders: | 4 | Size (SF): 32,500 | Cost: \$ 1,835,883 |
| viii) | Project: | 3131 McKinney Exterior | | |
| | Organization: | Cushman & Wakefield | | |
| | Contact person/Title: | Wes Combs/ Director, Project Development Services | | |
| | Phone Number: | 214-212-1576 | | |
| | Project Description: | Capital Improvements | | |
| | # of Change Orders: | 2 | Size (SF): N/A | Cost: \$ 508,742 |
| ix) | Project: | Arnold & Itkin | | |
| | Organization: | Arnold & Itkin | | |
| | Contact person/Title: | Tara Arnold | | |
| | Phone Number: | 713-416-5300 | | |
| | Project Description: | TI Remodel | | |
| | # of Change Orders: | 0 | Size (SF): 3,000 | Cost: \$968,295 |
| x) | Project: | Bill Payne | | |
| | Organization: | First Preston HT | | |
| | Contact person/Title: | John McDuffee/ Vice President Finance & Operations | | |
| | Phone Number: | 214-417-5368 | | |
| | Project Description: | TI Remodel | | |
| | # of Change Orders: | 1 | Size (SF): 1,330 | Cost:\$ 124,271 |

CURRENT CLIENTS & PROJECTS

International Leadership of Texas – Richardson, TX



- | | | | | |
|-------|-----------------------|---|-------------------|--------------------|
| xi) | Project: | Mira Vista | | |
| | Organization: | Integra Realty Resources | | |
| | Contact person/Title: | Jimmy Jackson/ President | | |
| | Phone Number: | 972-725-7724 | | |
| | Project Description: | TI Remodel | | |
| | # of Change Orders: | 0 | Size (SF): 12,250 | Cost: \$388,825 |
| | | | | |
| xii) | Project: | Patterson Thoma | | |
| | Organization: | Pritchard Associates | | |
| | Contact person/Title: | Brett Ratliff/ Project Manager | | |
| | Phone Number: | 214-849-0018 | | |
| | Project Description: | TI Remodel | | |
| | # of Change Orders: | 0 | Size (SF): 2,345 | Cost: \$100,379 |
| | | | | |
| xiii) | Project: | Slack Davis | | |
| | Organization: | Lincoln Property Co. | | |
| | Contact person/Title: | Patrick Duvall/ Project Manager | | |
| | Phone Number: | 214-934-6523 | | |
| | Project Description: | TI Remodel | | |
| | # of Change Orders: | 1 | Size (SF): 5,935 | Cost: \$625,602.00 |
| | | | | |
| xiv) | Project: | 3500 Maple 12 th Floor RR's | | |
| | Organization: | Lincoln Property Co. | | |
| | Contact person/Title: | Patrick Duvall/ Project Manager | | |
| | Phone Number: | 214-934-6523 | | |
| | Project Description: | TI Remodel | | |
| | # of Change Orders: | 0 | Size (SF): 350 | Cost: \$91,445.00 |
| | | | | |
| xv) | Project: | 3131 McKinney 5 th Floor WB | | |
| | Organization: | Cushman & Wakefield | | |
| | Contact person/Title: | Wes Combs/ Director, Project Development Services | | |
| | Phone Number: | 214-212-1576 | | |
| | Project Description: | Capital Improvement | | |
| | # of Change Orders: | 0 | Size (SF): 4,385 | Cost: 77,804.00 |

10



Completed Projects & Experience

COMPLETED PROJECTS & EXPERIENCE PROFILE

International Leadership of Texas – Richardson, TX



- d) List of completed projects involving new construction and renovation of school spaces that have been successfully completed. The list shall indicate the project name, owner, owner's contact, prime consultant, start and completion dates, size, budget, final cost, cost overruns, and a brief description of each project. Identify projects that have been designed but have not been built.

11



Current Workload

CURRENT WORKLOAD

International Leadership of Texas – Richardson, TX



11) CURRENT WORKLOAD

List Current workload and availability to commence services (as projects demand) immediately after being selected by the School.

HRNCIR Construction has projected a revenue of \$42M for fiscal 2021 and after the first five months of the year, the company is ahead of projections. Maintaining a consistent backlog and pipeline of future projects is essential to meeting revenue and profit goals for the company. The vast majority of HRNCIR's projects are fast-track commercial tenant improvement projects with most schedules between 8-20 weeks. That said, a steady workflow is necessary and HRNCIR's resources, in terms of preconstruction and construction personnel, have more than enough capacity to execute to meet our goals and those of our clients. In terms of timing, scope and complexity of the proposed International Leadership of Texas Headquarters project in Richardson, TX, the proposed HRNCIR team has the capacity and is fully prepared to immediately jump into the preconstruction process and in short-order, upon GMAX approval, transition seamlessly into the construction phase.

12



Professional Services Provided

PROFESSIONAL SERVICES PROVIDED BY COMPANY

International Leadership of Texas – Richardson, TX



12) PROFESSIONAL SERVICES (BASIC SERVICES) PROVIDED BY COMPANY

- a) Summarize services provided to the owner as part of the basic services. Please indicate services offered from listing found above in this RFQ:

As International Leadership of Texas' Construction Manager At Risk, HRNCIR is well versed and agrees to provide all services as listed in Section 3 – Scope of Services Required and as spelled out in detail in Section 8 of this RFQ response

- b) Other advantages offered by the company or unique qualifications that would be of benefit to the School:

As an integral team member for The International Leadership of Texas' Headquarters Facility, HRNCIR brings a vast amount of experience to the table for this type of tenant improvement projects in both new interior construction and renovations. HRNCIR has successfully worked with Owners and the Architectural/Engineering Design Teams utilizing a CMAR project delivery method on numerous occasions over the past 8 years and feel our team and supporting cast can bring a high-level of expertise to the table during the preconstruction process to ensure the best value for every dollar spent as well as our reputation for speed and quality assurance in execution and project delivery.

13



Technology/ Electronic Data

TECHNOLOGY/ELECTRONIC DATA

International Leadership of Texas – Richardson, TX



13) TECHNOLOGY/ELECTRONIC DATA

- a) The School requires service providers to grant to the School a license to reproduce any and all documents, including drawings, specifications, CAD drawings, etc., for purposes of use and maintenance of the building, future alterations to the building, or future additions to the building by other Consultants, assuming the author of such works would not be liable for derivative works.

Will you comply with this request? YES

- b) Please attach any additional information and/or brochures regarding technology that would provide additional information about your company in relation to this request.
- c) Describe software and other technology utilized in delivery of services offered

Plan Grid – Provides collaborative linked data access/sharing of documentation between the office and field as well as with Owner/Architect/Engineers

SmartBid – Electronic Plan Distribution and Bid Management

Plan Swift – On-Screen Take-Off linked to HRNCIR historic cost data

Microsoft Project & SG Project Pro – Scheduling Software to Create/Update Master Schedules as well as detailed Two-Week Look-Ahead Schedules

Foundation – Job Cost Accounting Software

14



Application Signature

APPLICATION SIGNATURE

International Leadership of Texas – Richardson, TX



14) APPLICATION SIGNATURE

Until a contract resulting from this process is executed, no employee, agent or representative of any professional services provider shall make available or discuss its proposal with the media in any form, electronic or printed, any appointed official or officer of the School, or any employee, agent or other representative of the School, unless specifically allowed to do so by the School.

The information contained herein is true and accurate to the best of my knowledge. By signing below, the company agrees to allow the School to check references given and that the information regarding the size and scope of each project is accurate. Further, the signature below certifies that this Qualification Statement has been completed with no consultation, collaboration or conversation with other companies competing on the same project.

Name: Patrick V. Hrcir
Title: President
Date: 6/1/2021

Signature:

A handwritten signature in black ink, appearing to read 'Patrick V. Hrcir', written over a light gray rectangular background.

Cover Sheet

CONSIDER/ACT TO REAUTHORIZE SELECTION AND CONTRACT FOR ARCHITECTURAL SERVICES FOR SOUTHERN DALLAS COUNTY HS (7811 UNIVERSITY HILLS BLVD)

Section: IV. Board Items for Discussion/Action
Item: D. CONSIDER/ACT TO REAUTHORIZE SELECTION AND
CONTRACT FOR ARCHITECTURAL SERVICES FOR SOUTHERN DALLAS COUNTY
HS (7811 UNIVERSITY HILLS BLVD)
Purpose: Vote
Submitted by:
Related Material: B133-2014 - PN_ILT Southern Dallas with exhibits.pdf

AIA[®] Document B133[™] – 2014

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 11 day of November in the year two thousand and twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

International Leadership of Texas
1820 N. Glenville Dr., #100
Richardson, Texas 75081

and the Architect:
(Name, legal status, address and other information)

Pivot North Architecture
1101 W Grove Street
Boise, Idaho, 83702

for the following Project:
(Name, location and detailed description)

ILTexas Southern Dallas County High School

New 120,000 square foot two-story high school located in Southern Dallas County. The facility will be designed to be used as a prototype high school to be repeated on other ILTexas locations.

The Construction Manager (if known):
(Name, legal status, address and other information)

To be determined

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A201[™]–2007, General Conditions of the Contract for Construction; A133[™]–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134[™]–2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201[™]–2007 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution," or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner’s program for the Project: (Identify documentation or state the manner in which the program will be developed.)

See Attached Exhibit A

§ 1.1.2 The Project’s physical characteristics: (Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

§ 1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

Construction Budget: \$24,000,000

§ 1.1.4 The Owner’s anticipated design and construction schedule:

.1 Design phase milestone dates, if any: TBD

.2 Commencement of construction:

TBD

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[] AIA Document A134–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track scheduling or phased construction are set forth below:
(List number and type of bid/procurement packages.)

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as the Owner’s sustainable objective, if any, or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

International Leadership of Texas: Charles Klein
1820 N. Glenville Dr., #100
Richardson, Texas 75081
cklein@ILTexas.org
(972)479-9078

Epperson Company: Don Epperson
13465 Midway Road, Suite 400
Dallas, TX 75244
(214)244-3007

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address and other information.)

§ 1.1.10 The Owner will retain the following consultants:
(List name, legal status, address and other information.)

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1)

TBD

.2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.3.6, 3.3.7, 3.4.2, 3.4.3, 3.5.4, 3.5.5, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

.3 Land Surveyor:

.4 Geotechnical Engineer:

.5 Civil Engineer:

Kimley-Horn
P.O. Box 951640
Dallas, TX 75398-1640

.6 Other consultants:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Pivot North Architecture
Jared Schmidt, Project Manager
1101 W Grove Street
Boise, Idaho, 83702

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

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.1 Structural Engineer:

James F. Turner Engineers L.P
8340 Meadow Road, Suite 160
Dallas, TX, 75231

.2 Mechanical Engineer:

James F. Turner Engineers L.P
8340 Meadow Road, Suite 160
Dallas, TX, 75231

.3 Electrical Engineer:

James F. Turner Engineers L.
8340 Meadow Road, Suite 160
Dallas, TX, 75231

§ 1.1.12.2 Consultants retained under Additional Services:

Landscape Architect: TBD

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 In performing the work the Architect or Architect's consultants will meet with authorities of local jurisdiction in their best effort to expedite site planning, building solutions, permitting, and code conformance (including city manager, planning/zoning, building department, police, fire, water utilities, other utility districts (if any), etc.).

§ 2.2.2 As a part of the permit drawings, Architect will prepare a life safety drawing to describe the exiting strategy and plans for the site.

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§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 **Insurance.** The Architect shall maintain the following insurance until at least two (2) years after the later of final completion of work or termination of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess insurance policies result in the same or greater coverage as those required under Sections 2.6.1 and 2.6.2.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than one million dollars (\$ 1,000,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ 2.6.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and for Commercial General Liability and Automobile Liability to include the Owner as an additional named insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations of the Architect. Notwithstanding the obligations contained in this section 2.6.6, the requirements of Architect are limited to those permitted under Tex. Local Govt. Code 271.904 and additional insured coverage shall not extend to any claims based on the alleged negligence or other misconduct of the Owner.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance and policy endorsements evidencing compliance with the requirements in this Section 2.6 before commencing work. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies. The certificates and policy endorsements will include:

- .1 A Broad Form C G L Endorsement.
- .2 A Waiver of Subrogation Endorsement, including waiver of subrogation for amounts less than any applicable deductible, shall be included in favor of Owner, and its Officers, Employees and Agents.
- .3 Thirty (30) day notice of cancellation or material change endorsement in favor of Owner.
- .4 Issuance upon an "occurrence," as distinguished from a "claims made," basis and shall be continued for a period of one (1) year after the final completion of the Services for the Project;
- .5 The Owner being named as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella and excess policies.

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§ 2.7 Unless different coverage is agreed to in advance by the Owner, all engineers and other Consultants retained by the Architect, or retained at Architect's expense, shall carry and produce, if requested, evidence of the same amounts of insurance coverage under the same conditions as described in Section 2.6 above.

§ 2.8 The Architect shall endeavor not to intentionally engage in any activity or course of conduct which deviates from the "standard of care" or intentionally conflicts with the best interests of the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and any other services identified as part of the Basic Services, and include usual and customary structural, mechanical, electrical, and plumbing engineering services. Services not set forth in this Article 3 are Additional Services unless otherwise stipulated herein.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall bear any remedial costs to correct or replace Work not designed in accordance with the standard of care set forth in Section 2.2 above, regarding compliance with current federal, state, or local laws at the time the Project is designed and constructed, except where applicable federal, state, or local laws change after the approved plan review and permitting phase of the project.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 Regardless of any other provision of this Agreement, the services and Work provided by Architect will be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and as expeditiously

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as is prudent in accordance with Tex. Local Govt. Code 271.904(d) (the "Standard of Care"). In the context of the standard of care the Architect shall be responsible to the Owner for all costs and damages resulting from negligent or intentional (1) non-workability of design details, (2) failure of the Architect to comply with the terms of this Agreement, and (3) errors and omissions of the Architect. The Architect shall be responsible to the Owner for costs and damages due to design error or omission provided such costs and damages result from work that has to be re-done due to such error or omission that results from a failure to meet the standard of care.

3.1.10 Before the contract for construction is executed, and upon timely receipt from the Owner, the Architect shall verify the Architect's duties and responsibilities set forth in the contract for construction with the Architect's services set forth in this agreement, and shall prepare an amendment to this agreement for the Owner's approval, when additional services are required under the contract for construction or other modifications are appropriate.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate

§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate, as applicable, the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction Manager's proposed means, methods, sequences, techniques, or procedures; or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.3.1.15, the Architect shall update the Drawings, Specifications, and other documents to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services

§ 3.3.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.3.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owner's sustainable objective, if any. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.3.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

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§ 3.3.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other sustainable design services under Article 4.

§ 3.3.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.3.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

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§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms, (3) bidding or proposal and procurement information that describes the time, place and conditions for bidding or proposals, including bidding or proposal forms; and (4) the form of agreement between the Owner and Contractor.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and obtain the Owner's approval of the Construction Documents.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or the Owner's issuance of a Notice to Proceed to the Construction Manager. Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.6.1.4 The Architect's responsibility to provide the Construction Phase Services commences with the award of the initial Contract for Construction for and terminates at final completion, plus services required under this Agreement in connection with the contractual correction period.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, but in no case less than one (1) visit per month, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect or Architect's consultants will provide on-site observation during all concrete pours that are contributory to the structural integrity of the building and site. Additionally, the Architect or Architect's consultants shall visit the site prior to the cover up of major portions of completed work. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. Furthermore, a minimum of one (1) job-site meeting per month shall be initiated by the Architect, and shall include the Owner, the Architect, the Architect's consultants, the Construction Manager's Project Manager, the Construction Manager's Project Superintendent and any others deemed necessary. Said meetings will commence at the time of Construction commencement and shall cease after Substantial Completion of the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any nonconforming Work, and shall reject such nonconforming work unless the Owner objects to the rejection, in writing, within 24 hours of such notification. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall provide reasonable advanced notice to and request and receive advance written approval from the Owner where additional inspection or testing will result in additional cost to the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Construction Manager as provided in the Contract Documents. The Architect's interpretations and opinions on matters relating to aesthetic effect shall be final, if consistent with the Contract Documents, and approved by the Owner. Reasonable time associated with decisions referenced above is included in basic services. Additional time shall be considered Supplemental Service as referenced in Article 4.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Construction Manager

§ 3.6.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

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§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Construction Manager that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to reasonable requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Construction Manager and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Construction Manager; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Construction Manager under the Contract Documents.

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§ 3.6.6.5 Warranty Phase - Prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner to review the facility operations and performance. The Architect shall report all known deficiencies in the Work to the Construction Manager for a period of one year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of completed corrections. The one-year period shall be extended to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The Architect shall, at the Owner’s request, perform a site visit to re-evaluate and report on the Work approximately eleven (11) months after the date of Substantial Completion. The Architect’s obligations under this provision shall be considered Basic Services and shall be performed without additional compensation.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Assistance with selection of the Construction Manager	Architect	4.2
§ 4.1.2 Programming (B202™–2009)	Not provided	
§ 4.1.3 Multiple preliminary designs	Not provided	
§ 4.1.4 Measured drawings	Not provided	
§ 4.1.5 Existing facilities surveys	Not provided	
§ 4.1.6 Site evaluation and planning (B203™–2007)	Not provided	
§ 4.1.7 Building information modeling (E203™–2013)	Not provided	
§ 4.1.8 Civil engineering	Architect	4.2
§ 4.1.9 Landscape design	Architect	4.2
§ 4.1.10 Architectural interior design (B252™–2007)	Architect	Included in basic services
§ 4.1.11 Value analysis (B204™–2007)	Not provided	
§ 4.1.12 Detailed cost estimating	Not provided	
§ 4.1.13 On-site project representation (B207™–2008)	Not provided	
§ 4.1.14 Conformed construction documents	Not provided	
§ 4.1.15 As-designed record drawings	Not provided	
§ 4.1.16 As-constructed record drawings	Not provided	
§ 4.1.17 Post occupancy evaluation	Not provided	
§ 4.1.18 Facility support services (B210™–2007)	Not provided	
§ 4.1.19 Tenant-related services	Not provided	
§ 4.1.20 Coordination of Owner’s consultants	Not provided	
§ 4.1.21 Telecommunications/data design	Not provided	
§ 4.1.22 Security evaluation and planning (B206™–2007)	Not provided	
§ 4.1.23 Commissioning (B211™–2007)	Not provided	
§ 4.1.24 Extensive environmentally responsible design	Not provided	
§ 4.1.25 LEED® certification (B214™–2012)	Not provided	
§ 4.1.26 Historic preservation (B205™–2007)	Not provided	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™–2007)	Not provided	

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§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.1.1 As part of basic services the architect will assist the owner in developing the Request For Qualifications for Construction Managers. Once proposals are received, the architect will provide comments to the Owner for consideration during selection.

4.1.8 The civil engineer is included with the design team. Civil engineering services are included as an additional service and are separate from basic services.

4.1.9 The landscape architect is included with the design team. Landscape architecture services are included as an additional service and are separate from basic services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. No charges for Additional Services will be incurred by the Architect without the prior written approval of the Owner.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- .3 Services necessitated by the Owner's request for extensive sustainable design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other material failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .12 Assistance to the Initial Decision Maker, if other than the Architect;
- .13 Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- .14 Services necessitated by the Owner's delay in engaging the Construction Manager; and
- .15 Making revisions in Drawings, Specifications, and other documents resulting from substitutions included in the agreed to assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner

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subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Monthly () visits to the site by the Architect over the duration of the Project during construction
- .3 one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion
- .5 As part of basic services, the Architect will make at minimum monthly visits to verify completion of the work during construction. Including substantial completion and 11 month warranty visits, the Architect will visit at minimum 2 additional times to verify corrected work and coordinate correction of warranty work. Additional visits can be provided if needed as part of supplemental services.

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information as requested, if available, in a timely manner regarding requirements for and limitations on the Project.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If

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the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 At the Owner's discretion, and if applicable to the Project, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall contemporaneously provide the Architect with any communications provided to the Construction Manager about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate with the Architect's on its duties and responsibilities set forth in the Contract for Construction and with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Construction Managers' general conditions costs, overhead, and profit. The Cost of the Work does not include the compensation of the Architect, the

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compensation of the Construction Manager for Preconstruction Phase services, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's reasonable opinion as a design professional familiar with the construction industry in the locality of the Project. It is recognized that the Cost of the Work cannot exceed the budget as stipulated in the Initial Information, unless agreed to, in writing, by the Owner.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect shall work cooperatively with the Construction Manager to conform the cost estimates to one another.

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall reasonably assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another. Extensive efforts related to Sec. 6.3.2 and Sec. 6.5.2 are considered Additional Services.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any reasonably required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, and shall retain copyrights to same; however, submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with any work at the Project site is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

(Paragraphs deleted)

§7.3 Provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement, the Architect grants the Owner a nonexclusive license to utilize the Architect's Instruments of Service for purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, including any subsequent modifications to the Project site. The Architect further agrees to provide the Owner with a complete set of the reproducible sepia mylars, specifications in Microsoft Word, AutoCAD (hard copy and CD computer disks) using current latest version, observation reports and other construction documents of any kind, upon their completion, to be used subject to the limitations of the aforementioned license. This license is restricted to the Project site for which the documents and media were originally prepared, and shall not be used, in whole or in part, at any other site, without the prior written content of Architect. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants, separate contractors and future contractors, to reproduce applicable portions of the Instruments of Service and construction documents for any of the aforementioned authorized purposes.

§ 7.4 The Architect shall obtain similar nonexclusive licenses from the Architect's consultants for the benefit of the Owner and consistent with this Agreement.

§ 7.5 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use or misuse by the Owner of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.6 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law.

§ 8.1.2 deleted

§ 8.1.3 deleted.

§ 8.1.4 deleted.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may, only upon mutual agreement by both parties, be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

§ 8.2.2 The Owner and Architect may endeavor to resolve claims, disputes and other matters in question between them by mediation if agreed to by the parties. Nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters between the parties.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

8.2.5 The provisions of this Article 8 shall survive the termination of this Agreement.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 deleted

§ 9.3 deleted

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 In the event of termination of this Agreement, the Architect shall be paid the fee owed, based upon the Architect’s services performed to the date of notice of termination, together with Reimbursable Expenses then due.

§ 9.7 deleted

§ 9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Texas. Venue for any legal proceedings related to this Agreement lies solely in the county in which the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used anywhere in this Agreement or in the A201–2017 shall mean the Construction Manager.

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§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Architect shall comply with the provisions of Section 22.08341 of the Texas Education Code. The form of certification by the Architect shall be supplied by the Owner, and must be supplemented by the Architect as required by law, or as requested by the Owner.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Schematic Design	=	\$288,000
Design Development	=	\$360,000
Construction Documents	=	\$360,000
Bidding & Negotiations	=	\$28,800
Construction Administration	=	\$403,200
TOTAL	=	\$1,440,000

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

to be negotiated, but not less than the Architect’s or Architect’s Consultants current hourly rates.

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§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

to be negotiated, but not less than the Architect's or Architect's Consultants current hourly rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (10 % annually), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty-Five	percent (	25	%)
Construction Documents Phase	Twenty-five	percent (	25	%)
Bidding & Negotiations	Two	percent (	2	%)
Construction Phase	Twenty-Eight	percent (	28	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the Owner-accepted Guaranteed Maximum Price Amendment or Control Estimate, as applicable, or (2) if the Guaranteed Maximum Price proposal or Control Estimate has not been accepted by the Owner, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

attached Exhibit C current hourly rates.

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as identified in the following clauses:

- .1 Out-of-town transportation and subsistence, when approved in advance by the Owner;
- .2 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .3 Reproductions, plots, standard form documents, and courier expenses;
- .4 Expenses of overtime Work requiring higher than regular rates, if authorized in advance by the Owner,

Init.

and if necessitated by changes made by the Owner or other acts of the Owner;

- .5 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .6 Site office expenses; and
- .7 Other similar Project-related expenses, if approved in advance by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants, subject to the limitations of Section 11.8.1, plus ten percent (10 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 Payments to the Architect

§ 11.10.1 deleted.

§ 11.10.2 Unless otherwise agreed, payments for undisputed amounts are due and payable thirty (30) days from the date of the Architect's invoice. Payments for services shall be made monthly in proportion to services performed. Undisputed amounts unpaid thirty-one (31) days after the invoice date shall bear

(Paragraphs deleted)

6% annual interest.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Indemnity

§ 12.1.1 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its directors, officers, agents and employees (the "Indemnitees") from and against claims, damages, losses and expenses, including without limitation, reasonable attorney's fees, arising out of or relating to this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent such claim, damage, loss or expense is caused by the negligence or fault of the Architect, the Architect's consultants or subcontractors of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be legally liable.

§ 12.1.2 Regardless of any other provision in Article 12 of the Agreement, Architect shall have no indemnity obligation whatsoever to any Indemnatee from and against a claim based wholly or partly on the alleged or actual negligence of, fault of, or breach of contract by any Indemnatee in accordance with Tex. Local Govt. Code 271.904. In the event of any claim alleging partial, contributory, concurrent, or joint wrongful conduct of the Indemnitees that is not covered under the Architect's indemnity obligations under Section 12.1, the Architect shall be obligated to reimburse the Owner for its reasonable attorneys' fees in proportion to the Architect's liability, as such may be agreed to by the Architect or found by a trier of fact.

§ 12.1.3 The indemnity and reimbursement obligations in Section 12.1 shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the party or persons described in this Section 12.1, or elsewhere in the Agreement. These indemnity and reimbursement obligations shall not be limited by any limitation on the amount or type of compensation, benefits or damages payable by or for the Architect under any workers' compensation or other benefits laws, or by the limits of any insurance of

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the Architect. These indemnity and reimbursement obligations shall survive completion of the Architect’s services or early termination of the Agreement.

§ 12.1.4 Both parties acknowledge that both parties shall have no obligation to supervise performance of the Work or Work Site for safety, nor do the parties exercise any control over the means and methods of construction employed by the Construction Manager, Subcontractor of any tier, or anyone directly or indirectly employed by them. The Architect further acknowledges that the Owner’s liability for claims of personal injury, death, or property damage are limited by Section 95.003 of the Texas Civil Practice and Remedies Code, as well as the privileges and immunities enjoyed by Owner as a governmental unit of the State of Texas.

§ 12.1.5 The Architect shall provide workers’ compensation insurance coverage for each employee of the Architect employed on the Project, and shall require the same of its Consultants and Subconsultants of any tier. The Architect and each Consultant or Subconsultant of any tier shall be required to provide certificates of this coverage to the Owner.

§ 12.1.6 To the extent any of the obligations in this Section 12.1 violate applicable law, the obligation(s) will be reformed or severed to the minimum extent necessary to comply with applicable law in order to provide the maximum protection to the Indemnitees.

§ 12.2 License Authority: The following information is included in this Agreement pursuant to Article 249a of the Texas Civil Statutes. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Contact information: Texas Board of Architectural Examiners
PO Box 12337
Austin, TX 78711
[333 Guadalupe, 2-350, Austin, Texas 78701
Tel.: 512.305.9000 Fax: 512.305.8900
www.tbae.state.tx.us.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B133™–2014, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

- Exhibit A – Program
- Exhibit B – Certificate of Insurance as indicated in this agreement.
- Exhibit C – PNA Hourly Billing Rates.

This Agreement entered into as of the day and year first written above.

Init.

OWNER *(Signature)*

ARCHITECT *(Signature)*

(Printed name and title)

Clint Sievers Principal Architect

(Printed name and title)



Init.

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User Notes:

(1264735814)

Additions and Deletions Report for AIA[®] Document B133[™] – 2014

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PAGE 1

AGREEMENT made as of the 11 day of November in the year two thousand and twenty

...

International Leadership of Texas
1820 N. Glenville Dr., #100
Richardson, Texas 75081

...

Pivot North Architecture
1101 W Grove Street
Boise, Idaho, 83702

...

ILTexas Southern Dallas County High School

...

New 120,000 square foot two-story high school located in Southern Dallas County. The facility will be designed to be used as a prototype high school to be repeated on other ILTexas locations.

...

To be determined

PAGE 2

See Attached Exhibit A

...

Construction Budget: \$24,000,000

...

TBD

...

TBD

PAGE 3

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User Notes:

(1264735814)

TBD

...

[] AIA Document A133–2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

...

International Leadership of Texas: Charles Klein
1820 N. Glenville Dr., #100
Richardson, Texas 75081
cklein@ILTexas.org
(972)479-9078

...

Epperson Company: Don Epperson
13465 Midway Road, Suite 400
Dallas, TX 75244
(214)244-3007

PAGE 4

TBD

...

Kimley-Horn
P.O. Box 951640
Dallas, TX 75398-1640

...

Pivot North Architecture
Jared Schmidt, Project Manager
1101 W Grove Street
Boise, Idaho, 83702

PAGE 5

James F. Turner Engineers L.P
8340 Meadow Road, Suite 160
Dallas, TX, 75231

...

James F. Turner Engineers L.P
8340 Meadow Road, Suite 160
Dallas, TX, 75231

...

James F. Turner Engineers L.
8340 Meadow Road, Suite 160
Dallas, TX, 75231

...

Landscape Architect: TBD

...

§ 2.2.1 In performing the work the Architect or Architect's consultants will meet with authorities of local jurisdiction in their best effort to expedite site planning, building solutions, permitting, and code conformance (including city manager, planning/zoning, building department, police, fire, water utilities, other utility districts (if any), etc.).

§ 2.2.2 As a part of the permit drawings, Architect will prepare a life safety drawing to describe the exiting strategy and plans for the site.

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§ 2.6 Insurance. The Architect shall maintain the following insurance ~~for the duration until~~ at least two (2) years after the later of final completion of work or termination of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost as set forth in Section 11.8.3.

§ 2.6.1 Commercial General Liability with policy limits of not less than one million dollars (\$ 1,000,000) for each occurrence and two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned by the Architect and non-owned vehicles used by the Architect with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate for bodily injury and property damage along with any other statutorily required automobile coverage.

...

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with policy limits of not less than one million dollars (\$ 1,000,000).

§ 2.6.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than one million dollars (\$ 1,000,000) per claim and one million dollars (\$ 1,000,000) in the aggregate.

§ 2.6.6 ~~The Owner shall be an additional insured on the Architect's primary and excess insurance policies.~~ **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and for Commercial General Liability and Automobile Liability-Liability to include the Owner as an additional named insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies. The additional insured coverage shall apply to both ongoing operations and completed operations. policies and shall apply to both ongoing and completed operations of the Architect. Notwithstanding the obligations contained in this section 2.6.6, the requirements of Architect are limited to those permitted under Tex. Local Govt. Code 271.904 and additional insured coverage shall not extend to any claims based on the alleged negligence or other misconduct of the Owner.

§ 2.6.7 The Architect shall provide to the Owner certificates of insurance and policy endorsements evidencing compliance with the requirements in this ~~Section 2.6-~~ Section 2.6 before commencing work. The certificates will show the Owner as additional insureds on the Commercial General Liability, Automobile Liability, and any excess policies. The certificates and policy endorsements will include:

.1 A Broad Form C G L Endorsement.

.2 A Waiver of Subrogation Endorsement, including waiver of subrogation for amounts less than any applicable deductible, shall be included in favor of Owner, and its Officers, Employees and Agents.

.3 Thirty (30) day notice of cancellation or material change endorsement in favor of Owner.

.4 Issuance upon an "occurrence," as distinguished from a "claims made," basis and shall be continued for a period of one (1) year after the final completion of the Services for the Project;

.5 The Owner being named as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella and excess policies.

§ 2.7 Unless different coverage is agreed to in advance by the Owner, all engineers and other Consultants retained by the Architect, or retained at Architect's expense, shall carry and produce, if requested, evidence of the same amounts of insurance coverage under the same conditions as described in Section 2.6 above.

§ 2.8 The Architect shall endeavor not to intentionally engage in any activity or course of conduct which deviates from the "standard of care" or intentionally conflicts with the best interests of the Owner.

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§ 3.1 The Architect's Basic Services consist of those described in Article 3 and any other services identified as part of the Basic Services, and include usual and customary structural, mechanical, ~~and electrical-electrical~~, and plumbing engineering services. Services not set forth in this Article 3 are Additional Services. Services unless otherwise stipulated herein.

...

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall bear any remedial costs to correct or replace Work not designed in accordance with the standard of care set forth in Section 2.2 above, regarding compliance with current federal, state, or local laws at the time the Project is designed and constructed, except where applicable federal, state, or local laws change after the approved plan review and permitting phase of the project.

...

§ 3.1.9 Regardless of any other provision of this Agreement, the services and Work provided by Architect will be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license; and as expeditiously as is prudent in accordance with Tex. Local Govt. Code 271.904(d) (the "Standard of Care"). In the context of the standard of care the Architect shall be responsible to the Owner for all costs and damages resulting from negligent or intentional (1) non-workability of design details, (2) failure of the Architect to comply with the terms of this Agreement, and (3) errors and omissions of the Architect. The Architect shall be responsible to the Owner for costs and damages due to design error or omission provided such costs and damages result from work that has to be re-done due to such error or omission that results from a failure to meet the standard of care.

3.1.10 Before the contract for construction is executed, and upon timely receipt from the Owner, the Architect shall verify the Architect's duties and responsibilities set forth in the contract for construction with the Architect's services set forth in this agreement, and shall prepare an amendment to this agreement for the Owner's approval, when additional services are required under the contract for construction or other modifications are appropriate.

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§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms, (3) bidding or proposal and procurement information that describes the time, place and conditions for bidding or proposals, including bidding or proposal forms; and (4) the form of agreement between the Owner and Contractor.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document ~~A201™-2007, A201™-2017~~, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document ~~A201-2007, A201-2017~~, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

§ 3.6.1.4 The Architect's responsibility to provide the Construction Phase Services commences with the award of the initial Contract for Construction for and terminates at final completion, plus services required under this Agreement in connection with the contractual correction period.

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, but in no case less than one (1) visit per month, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. The Architect or Architect's consultants will provide on-site observation during all concrete pours that are contributory to the structural integrity of the building and site. Additionally, the Architect or Architect's consultants shall visit the site prior to the cover up of major portions of completed work. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work. Furthermore, a minimum of one (1) job-site meeting per month shall be initiated by the Architect, and shall include the Owner, the Architect, the Architect's consultants, the Construction Manager's Project Manager, the Construction Manager's Project Superintendent and any others deemed necessary. Said meetings will commence at the time of Construction commencement and shall cease after Substantial Completion of the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any nonconforming Work, and shall reject such nonconforming work unless the Owner objects to the rejection, in writing, within 24 hours of such notification. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Architect shall provide reasonable advanced notice to and request and receive advance written approval from the Owner where additional inspection or testing will result in additional cost to the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. ~~When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions~~ The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Construction Manager as provided in the Contract Documents. The Architect's interpretations and opinions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents, final, if consistent with the Contract Documents, and approved by the Owner. Reasonable time associated with decisions referenced above is included in basic services. Additional time shall be considered Supplemental Service as referenced in Article 4.

§ 3.6.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document ~~A201-2007, A201-2017~~, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

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§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to reasonable requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

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§ 3.6.6.5 ~~Upon request of the Owner, and prior Warranty Phase -~~ Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, ~~without additional compensation, shall~~ conduct a meeting with the Owner to review the facility operations and performance. The Architect shall report all known deficiencies in the Work to the Construction Manager for a period of one year from the date of Substantial Completion. Additionally, the Architect shall monitor the progress of the reported corrections and furnish the Owner with written notification of completed corrections. The one-year period shall be extended to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. The Architect shall, at the Owner's request, perform a site visit to re-evaluate and report on the Work approximately eleven (11) months after the date of Substantial Completion. The Architect's obligations under this provision shall be considered Basic Services and shall be performed without additional compensation.

...

§ 4.1.1 Assistance with selection of the Construction Manager	<u>Architect</u>	<u>4.2</u>
§ 4.1.2 Programming (B202™-2009)	<u>Not provided</u>	
§ 4.1.3 Multiple preliminary designs	<u>Not provided</u>	
§ 4.1.4 Measured drawings	<u>Not provided</u>	
§ 4.1.5 Existing facilities surveys	<u>Not provided</u>	
§ 4.1.6 Site evaluation and planning (B203™-2007)	<u>Not provided</u>	
§ 4.1.7 Building information modeling (E203™-2013)	<u>Not provided</u>	
§ 4.1.8 Civil engineering	<u>Architect</u>	<u>4.2</u>
§ 4.1.9 Landscape design	<u>Architect</u>	<u>4.2</u>
§ 4.1.10 Architectural interior design (B252™-2007)	<u>Architect</u>	<u>Included in basic services</u>
§ 4.1.11 Value analysis (B204™-2007)	<u>Not provided</u>	
§ 4.1.12 Detailed cost estimating	<u>Not provided</u>	
§ 4.1.13 On-site project representation (B207™-2008)	<u>Not provided</u>	
§ 4.1.14 Conformed construction documents	<u>Not provided</u>	
§ 4.1.15 As-designed record drawings	<u>Not provided</u>	
§ 4.1.16 As-constructed record drawings	<u>Not provided</u>	
§ 4.1.17 Post occupancy evaluation	<u>Not provided</u>	
§ 4.1.18 Facility support services (B210™-2007)	<u>Not provided</u>	
§ 4.1.19 Tenant-related services	<u>Not provided</u>	
§ 4.1.20 Coordination of Owner's consultants	<u>Not provided</u>	
§ 4.1.21 Telecommunications/data design	<u>Not provided</u>	
§ 4.1.22 Security evaluation and planning (B206™-2007)	<u>Not provided</u>	
§ 4.1.23 Commissioning (B211™-2007)	<u>Not provided</u>	
§ 4.1.24 Extensive environmentally responsible design	<u>Not provided</u>	
§ 4.1.25 LEED® certification (B214™-2012)	<u>Not provided</u>	
§ 4.1.26 Historic preservation (B205™-2007)	<u>Not provided</u>	
§ 4.1.27 Furniture, furnishings, and equipment design (B253™-2007)	<u>Not provided</u>	

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4.1.1 As part of basic services the architect will assist the owner in developing the Request For Qualifications for Construction Managers. Once proposals are received, the architect will provide comments to the Owner for consideration during selection.

4.1.8 The civil engineer is included with the design team. Civil engineering services are included as an additional service and are separate from basic services.

4.1.9 The landscape architect is included with the design team. Landscape architecture services are included as an additional service and are separate from basic services.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. No charges for Additional Services will be incurred by the Architect without the prior written approval of the Owner.

...

- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other material failure of performance on the part of the Owner or the Owner’s consultants or contractors;

PAGE 15

- .1 two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager
- .2 Monthly () visits to the site by the Architect over the duration of the Project during construction
- .3 one (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 one (1) inspections for any portion of the Work to determine final completion
- .5 As part of basic services, the Architect will make at minimum monthly visits to verify completion of the work during construction. Including substantial completion and 11 month warranty visits, the Architect will visit at minimum 2 additional times to verify corrected work and coordinate correction of warranty work. Additional visits can be provided if needed as part of supplemental services.

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.

...

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information as requested, if available, in a timely manner regarding requirements for and limitations on the Project, ~~including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.~~ Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.Project.

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§ 5.7 ~~The~~ At the Owner’s discretion, and if applicable to the Project, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

...

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate with the Architect’s on it’s duties and responsibilities set forth in the Contract for Construction and and with the Architect’s services set forth in this

Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

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§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional-reasonable opinion as a design professional familiar with the construction industry in the locality of the Project. It is recognized that the Cost of the Work cannot exceed the budget as stipulated in the Initial Information, unless agreed to, in writing, by the Owner.

...

§ 6.3.2 Subject to Section 4.3, if the Owner engages a Cost Consultant and a discrepancy exists between the Construction Manager's estimate and the Cost Consultant's estimate, the Architect shall reasonably assist the Cost Consultant and Construction Manager as necessary to conform the estimates to one another. Extensive efforts related to Sec. 6.3.2 and Sec. 6.5.2 are considered Additional Services.

...

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any reasonably required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission and shall retain copyrights to same; however, submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project any work at the Project site is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§7.3 Provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement, the Architect grants the Owner a nonexclusive license to utilize the Architect's Instruments of Service for purposes of constructing, using, occupying, maintaining, completing, altering and/or adding to the Project, including any subsequent modifications to the Project site. The Architect further agrees to provide the Owner with a complete set of the reproducible sepia mylars, specifications in Microsoft Word, AutoCAD (hard copy and CD computer disks) using current latest version, observation reports and other construction documents of any kind, upon

their completion, to be used subject to the limitations of the aforementioned license. This license is restricted to the Project site for which the documents and media were originally prepared, and shall not be used, in whole or in part, at any other site, without the prior written content of Architect. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants, separate contractors and future contractors, to reproduce applicable portions of the Instruments of Service and construction documents for any of the aforementioned authorized purposes.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants for the benefit of the Owner and consistent with this Agreement.

§ 7.5 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use or misuse by the Owner of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.6 The provisions of this Article 7 shall survive the termination of this Agreement.

...

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1-law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.deleted

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.deleted.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.deleted.

...

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall may, only upon mutual agreement by both parties, be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.to the institution of legal or equitable proceedings by either party.

~~§ 8.2.2~~ The Owner and Architect ~~shall~~may endeavor to resolve claims, disputes and other matters in question between them by mediation which, ~~unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings ~~if agreed to by the parties.~~ Nothing in this Agreement shall be construed as requiring mandatory mediation of claims, disputes or other matters between the parties.

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[] Litigation in a court of competent jurisdiction

...

8.2.5 The provisions of this Article 8 shall survive the termination of this Agreement.

~~§ 8.3 Arbitration~~

~~§ 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~deleted~~

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~deleted~~

...

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to of this Agreement, the Architect shall be paid the fee owed, based upon the Architect's services performed to the date of notice of termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.~~duc.~~

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~deleted~~

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.7.

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3; laws of the State of Texas. Venue for any legal proceedings related to this Agreement lies solely in the county in which the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, A201-2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201-2007 anywhere in this Agreement or in the A201-2017 shall mean the Construction Manager.

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§ 10.9 The Architect shall comply with the provisions of Section 22.08341 of the Texas Education Code. The form of certification by the Architect shall be supplied by the Owner, and must be supplemented by the Architect as required by law, or as requested by the Owner.

...

Schematic Design	=	\$288,000
Design Development	=	\$360,000
Construction Documents	=	\$360,000
Bidding & Negotiations	=	\$28,800
Construction Administration	=	\$403,200
TOTAL	=	\$1,440,000

...

to be negotiated, but not less than the Architect's or Architect's Consultants current hourly rates.

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to be negotiated, but not less than the Architect's or Architect's Consultants current hourly rates.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus Ten percent (%), 10 % annually), or as otherwise stated below:

...

Schematic Design Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Design Development Phase	<u>Twenty-Five</u>	percent (	<u>25</u>	%)
Construction Documents Phase	<u>Twenty-five</u>	percent (	<u>25</u>	%)
<u>Bidding & Negotiations</u>	<u>Two</u>	percent (	<u>2</u>	%)
Construction Phase	<u>Twenty-Eight</u>	percent (	<u>28</u>	%)

...

attached Exhibit C current hourly rates.

...

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:identified in the following clauses:

- ~~.1~~ 1 ~~Transportation and authorized out-of-town travel and subsistence; Out-of-town transportation and subsistence, when approved in advance by the Owner;~~
- ~~.2~~ 2 ~~Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;~~
- ~~.3~~ 3 ~~Fees paid for securing approval of authorities having jurisdiction over the Project;~~
- ~~.4~~ 4 ~~Printing, reproductions, .3 Reproductions, plots, standard form documents; documents, and courier expenses;~~
- ~~.5~~ 5 ~~Postage, handling and delivery;~~
- ~~.6~~ 6 ~~Expense .4 Expenses of overtime work Work requiring higher than regular rates, if authorized in advance by the Owner, and if necessitated by changes made by the Owner or other acts of the Owner;~~
- ~~.7~~ 7 ~~Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;~~
- ~~.8~~ 8 ~~Architect's consultants' expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;~~
- ~~.9~~ 9 ~~All taxes levied on professional services and on reimbursable expenses;~~
- ~~.10~~ 10 ~~.6 Site office expenses; and~~
- ~~.11~~ 11 ~~Other similar Project-related expenditures. .7 Other similar Project-related expenses, if approved in advance by the Owner.~~

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants ~~plus percent (%) of the expenses incurred.~~ consultants, subject to the limitations of Section 11.8.1, plus ten percent (10 %) of the expenses incurred.

§ 11.8.3 If the insurance requirements listed in Section 2.6 exceed the types and limits the Architect normally maintains and the Architect incurred additional costs to satisfy such requirements, the Owner shall reimburse the Architect for such costs as set forth below:

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10.1 An initial payment of ~~(\$)~~ shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.~~deleted.~~

§ 11.10.2 Unless otherwise agreed, payments for undisputed amounts are due and payable thirty (30) days from the date of the Architect's invoice. Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~()~~ Undisputed amounts unpaid thirty-one (31) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. *(Insert rate of monthly or annual interest agreed upon.)*

~~—%—6%~~ annual interest.

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§ 12.1 Indemnity

§ 12.1.1 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its directors, officers, agents and employees (the "Indemnitees") from and against claims, damages, losses and expenses, including without limitation, reasonable attorney's fees, arising out of or relating to this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, to the extent such claim, damage, loss or expense is caused by the negligence or fault of the Architect, the Architect's consultants or subcontractors of any tier, anyone directly or indirectly employed by them, or anyone for whose acts they may be legally liable.

§ 12.1.2 Regardless of any other provision in Article 12 of the Agreement, Architect shall have no indemnity obligation whatsoever to any Indemnitee from and against a claim based wholly or partly on the alleged or actual negligence of, fault of, or breach of contract by any Indemnitee in accordance with Tex. Local Govt. Code 271.904. In the event of any claim alleging partial, contributory, concurrent, or joint wrongful conduct of the Indemnitees that is not covered under the Architect's indemnity obligations under Section 12.1, the Architect shall be obligated to reimburse the Owner for its reasonable attorneys' fees in proportion to the Architect's liability, as such may be agreed to by the Architect or found by a trier of fact.

§ 12.1.3 The indemnity and reimbursement obligations in Section 12.1 shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the party or persons described in this Section 12.1, or elsewhere in the Agreement. These indemnity and reimbursement obligations shall not be limited by any limitation on the amount or type of compensation, benefits or damages payable by or for the Architect under any workers' compensation or other benefits laws, or by the limits of any insurance of the Architect. These indemnity and reimbursement obligations shall survive completion of the Architect's services or early termination of the Agreement.

§ 12.1.4 Both parties acknowledge that both parties shall have no obligation to supervise performance of the Work or Work Site for safety, nor do the parties exercise any control over the means and methods of construction employed by the Construction Manager, Subcontractor of any tier, or anyone directly or indirectly employed by them. The Architect further acknowledges that the Owner's liability for claims of personal injury, death, or property damage are limited by Section 95.003 of the Texas Civil Practice and Remedies Code, as well as the privileges and immunities enjoyed by Owner as a governmental unit of the State of Texas.

§ 12.1.5 The Architect shall provide workers' compensation insurance coverage for each employee of the Architect employed on the Project, and shall require the same of its Consultants and Subconsultants of any tier.

The Architect and each Consultant or Subconsultant of any tier shall be required to provide certificates of this coverage to the Owner.

§ 12.1.6 To the extent any of the obligations in this Section 12.1 violate applicable law, the obligation(s) will be reformed or severed to the minimum extent necessary to comply with applicable law in order to provide the maximum protection to the Indemnitees.

§ 12.2 License Authority: The following information is included in this Agreement pursuant to Article 249a of the Texas Civil Statutes. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Contact information: Texas Board of Architectural Examiners
PO Box 12337
Austin, TX 78711
[333 Guadalupe, 2-350, Austin, Texas 78701
Tel.: 512.305.9000 Fax: 512.305.8900
www.tbae.state.tx.us.

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Exhibit A – Program
Exhibit B – Certificate of Insurance as indicated in this agreement.
Exhibit C – PNA Hourly Billing Rates.

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Clint Sievers Principal Architect

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Pivot North Architecture, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:17:26 ET on 11/11/2020 under Order No. 9005202164 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B133™ – 2014, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)

Principal

(Title)

11.11.20

(Dated)

Exhibit A



DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

PROGRAM SUMMARY:

No.	Description	Garland HS	Planned Program		Actual Program		Comments
		NSF	NSF	GSF	NSF	GSF	
	Administration	3,325	5,255	6,832	-	-	
	Athletics	17,710	29,050	37,765	-	-	
	Support	3,060	4,650	6,045	-	-	
	Food Service	7,115	8,200	10,660	-	-	
	Fine Arts	4,475	6,200	8,060	-	-	
	Media Center	1,200	1,600	2,080	-	-	
	JROTC	-	6,550	8,515	-	-	
	Special Education	1,720	1,910	2,483	-	-	
	Core Classrooms	23,840	31,000	40,300	-	-	
Total		62,445	94,415	122,740	-	-	
Grossing Factor:			30%				

According to Existing Drawings

Garland HS 9-12 Net SF:	62,445
Garland HS 9-12 Gross SF:	73,685
Garland HS 9-12 Grossing Factor:	18%

Items with a blue box are additions/ adjustments to the original program.

Items with a gold box next to them are size increases from original program



DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

DEPARTMENT: Administration

PROGRAM:

No.	Description	Garland HS Program			Planned Program			Actual Program			Comments
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total	
Prototype											
	Lobby				1	800	800				-
	Reception				1	415	415				-
	Principal				1	200	200				-
	Associate Principal				1	150	150				-
	Assistant Principal				1	150	150				-
	Career Center				1	200	200				-
	Counselor				3	170	510				-
	Instructional Coach				1	20	20				-
	Admin Assistant				1	120	120				-
	Budget Clerk				1	120	120				-
	Registrar				1	150	150				-
	Large Conference*				1	200	200				-
	Nurse				1	400	400				-
	Toilet				1	60	60				-
	Teacher Work Room				2	400	800				-
	Prep Room				2	80	160				-
	Teacher Lounge				2	400	800				-
Garland HS 9-12											
	Lobby	1	865	865							-
	Reception	1	375	375							-
	Office 1	1	200	200							-
	Office 2	1	200	200							-
	Office 3	1	150	150							-
	Office 4	1	150	150							-
	Office 5	1	200	200							-
	Office/Conf Room	1	200	200							-
	Work Room	1	375	375							-
	Teacher's Lounge	1	450	450							-
	Nurse	1	100	100							-
	Toilet	1	60	60							-
Sub Total Net SF (NSF)			3,325			5,255					-
Net Gross Ratio						30%					30%
Gross SF (GSF)						6,832					-

Items with a blue box are additions/ adjustments to the original program.

Items with a gold box next to them are size increases from original program



DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

DEPARTMENT: Athletics

PROGRAM:

No.	Description	Garland HS Program			Planned Program			Actual Program			Comments	
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total		
Prototype												
	Gym				1	17,000	17,000				2 courts with bleachers for both gyms Court 1: 350 seats, Court 2: 200 seats	
	Storage				1	600	600					
	Athletic Training Field				1	6,200	6,200				1 curtain, Plato. Adjacent to Weights	
	Weight Training*				1	1,400	1,400				Same as Keller-Saginaw. Close proximity to coaches offices with possible direct access. Roll up door. Get equipment list from ILT	
	Drinking Fountain & Ice Machine*				1	40	40				Bottle Fill at all Locations	
	Locker - Men's				1	880	880				Includes Shower, Restroom & Lockers. - 176 lockers, 6 showers, 1 ADA shower - access to exterior - Counts based on Keller Saginaw HS	
	Locker - Women's				1	880	880				Includes Shower, Restroom & Lockers. - 176 lockers, 6 showers, 1 ADA shower - access to exterior - Counts based on Keller Saginaw HS	
	Visitor Changing Room - Men's				1	300	300				Dry Erase, Locker Space (20-25), with toilet, urinal. Dry Erase, Locker Space (20-25), with toilet, urinal. Connect to the mens locker	
	Visitor Changing Room - Women's				1	300	300				Dry Erase, Locker Space (20-25), with toilet x2. Connect to women's locker room	
	Coordinator Office				1	120	120					
	Coaches Office				8	60	480				8 coaches and coat hooks on walls. 12' table with power and phone connection to act as desk for coaches. Close proximity to weight room with possible direct access or window. Short-throw projector, marker board, storage lockers or cubbies.	
	Washer & Dryer				1	150	150				Full room maybe off storage or coaches office. Shelving and laundry carts.	
	Storage - Athletics				1	300	300				To be separate storage from gym storage. Show shelving layout. 6'-0" double door - full open hardware	
	Storage - Exterior (Detached)				1	400	400				Located close to fields. Could be stand alone building. 6'-0" double door - full open hardware	
	Fields:											
	Baseball										Should this be similar to College Station	
	Soccer Field											
	Basketball Court (2)											
	Walking Path/Track											
	Flag Football Field										Shared with Soccer Field	
	Garland HS 9-12											
	Gym	1	7,340	7,340								
	Athletic Training	1	6,800	6,800								
	Locker - Men's	1	840	840								
	Locker - Women's	1	840	840								
	Weight Training	1	1,120	1,120								
	Office	1	140	140								
	Lounge	1	290	290								
	Storage	1	340	340								
Sub Total Net SF (NSF)				17,710				29,050				-
Net Gross Ratio								30%				30%
Gross SF (GSF)								37,765				-

Items with a blue box are additions/adjustments to the original program.

Items with a gold box next to them are size increases from original program



DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

DEPARTMENT: Support

PROGRAM:

No.	Description	Existing Program			Planned Program			Actual Program			Comments	
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total		
Prototype												
	IT Office				1	150	150				-	Include workbench in the middle surrounded by storage for chromebooks. Built in work bench.
	Chromebook Storage				1	140	140				-	Storage for 1,000 chromebooks. Off of IT office
	MDF (Server)				1	150	150				-	2-4 server racks
	IDF				2	50	100				-	1-2 server racks
	IDF (Gym)				1	60	60				-	1-2 server racks
	Main Electrical & Mechanical				1	200	200				-	
	Electrical/COMM				2	80	160				-	
	Mechanical Closet				2	80	160				-	
	Fire Riser				1	70	70				-	
	Maintenance Office/Storage				1	400	400				-	Small desk for computer and workbench, shelving 3-6" to 4'-0" door
	Maintenance Closet				3	80	240				-	Mop sink. Shelving above sink and mop holders. 3'-6" to 4'-0" door
	Men's (9-12)*				2	250	500				-	Replicate # of fixtures at Keller and Katy
	Women's (9-12)*				2	250	500				-	
	Faculty (9-12)				4	60	240				-	
	Family (9-12)				2	60	120				-	
	Men's (Athletics)				1	450	450				-	
	Women's (Athletics)				1	450	450				-	
	Family (Athletics)				1	60	60				-	
	Book Storage*				1	400	400				-	Document camera storage, remotes, and book storage. Linear feet of storage. 13" deep shelving. Height of shelving And ada clearances
	Secure Test Material Stg.*				1	100	100				-	Ideally Separated but can be combined with book storage. 13" deep shelving show linear feet and figure out heights
Garland HS 9-12												
	IT Office	1	140	140								
	Server	1	120	120								
	Utility	1	160	160								
	HSKP	2	85	170								
	Fire Riser	1	60	60								
	Toilet	7	60	420								
	Men's	1	300	300								
	Women's	1	300	300								
	Men's	1	450	450								
	Women's	1	450	450								
	Storage	2	85	170								
	SI Assist Cube	1	320	320								
Sub Total Net SF (NSF)		3,060			4,650			-				
Net Gross Ratio					30%			30%				
Gross SF (GSF)					6,045			-				

Items with a blue box are additions/ adjustments to the original program.

Items with a gold box next to them are size increases from original program

PIVOT NORTH architecture

DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

DEPARTMENT: Food Service

PROGRAM:

No.	Description	Existing Program			Planned Program			Actual Program			Comments	
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total		
	Prototype											
	Cafeteria				1	7,000	7,000				-	Accommodate 300 students. Outdoor seating. Ideally 3 Lunch periods. Heather reduced SF. Need to look at SF reduction. Flow of food service. Size of seating. Exact seat counts. Drinking fountain w/ bottle filler
	Kitchen				1	1,000	1,000				-	Work w/ Kitchen consultant on design. Use College Station K-8 layout. Exterior access for deliveries
	Toilet				1	60	60				-	Part of food service suite. Separate room with mop sink
	Maintenance Closet				1	80	80				-	
	Office				1	60	60				-	Separate space because they use Sodexo
	Garland HS 9-12											
	Cafeteria	1	6,085	6,085								Seats 296-444 (8-12 students per table) - too small
	Kitchen	1	970	970								
	Toilet	1	60	60								
	Sub Total Net SF (NSF)			7,115			8,200				-	
	Net Gross Ratio						30%				30%	
	Gross SF (GSF)						10,660				-	

Items with a blue box are additions/ adjustments to the original program.

Items with a gold box next to them are size increases from original program

PIVOT NORTH
architecture

DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

DEPARTMENT: Fine Arts

PROGRAM:

No.	Description	Existing Program			Planned Program			Actual Program			Comments	
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total		
Prototype												
	Music				1	1,800	1,800				- Shared Stage/Music/Band. Open to Gym. No HVAC above this room or other fine arts rooms. Movable partition at stage. Markerboards	
	Office				2	100	200				- Windows into offices. Office for Band and Choir Shared w/ Choir & Band. Separate room elevated to stage level. Shelving 2'-0" min. depth. 6'-0" double doors.	
	Storage				1	300	300				-	
	Choir				1	1,200	1,200				- Accommodate larger risers. Taller ceilings	
	Dance				1	1,200	1,200				- Provide sound Mitigation. Taller ceilings	
	Theater				1	1,200	1,200				- Provide sound Mitigation. Taller ceilings	
	Storage				1	300	300				- Shared between Dance & Theater	
Garland HS 9-12												
	Music/Stage	1	1,800	1,800								
	Music Room/Storage	1	175	175								
	Choir	1	850	850								
	Theater	1	850	850								
	Dance	1	800	800								
Sub Total Net SF (NSF)				4,475				6,200				-
Net Gross Ratio								30%				30%
Gross SF (GSF)								8,060				-

Items with a blue box are additions/ adjustments to the original program.

Items with a gold box next to them are size increases from original program

PIVOT NORTH
architecture

DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

DEPARTMENT: Media Center

PROGRAM:

No.	Description	Existing Program			Planned Program			Actual Program			Comments
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total	
	Prototype										
	Library				1	1,400	1,400				Multiuse space, flexible, transparent walls, natural light, would like to be larger
	Office				0	-	-				Desk space within the library
	Storage				1	200	200				Direct Access
	Garland HS 9-12										
	Library	1	1,200	1,200							
	Sub Total Net SF (NSF)			1,200			1,600				
	Net Gross Ratio						30%				30%
	Gross SF (GSF)						2,080				

Items with a blue box are additions/ adjustments to the original program.

Items with a gold box next to them are size increases from original program



DATE: 9/8/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

DEPARTMENT: JROTC

PROGRAM:

No.	Description	Existing Program			Planned Program			Actual Program			Comments	
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total		
Prototype												
	Rifle Range				1	1,700	1,700				-	Target Wall, Firing Line
	Storage				1	1,300	1,300				-	Metal
	Armory				1	300	300				-	
	JROTC Classroom				3	900	2,700				-	
	Office				3	150	450				-	
	Toilet/Shower				1	100	100				-	
Garland HS 9-12												
	Rifle Range	0	-	-								
	JROTC Classroom	0	0	-								
	JROTC Classroom	0	0	-								
	Office	-	-	-								
	Office	-	-	-								
	Toilet/Shower	-	-	-								
	Storage	-	-	-								
	Armory	-	-	-								
Sub Total Net SF (NSF)				-				6,550				-
Net Gross Ratio								30%				30%
Gross SF (GSF)								8,515				-

Items with a blue box are additions/ adjustments to the original program.

Items with a gold box next to them are size increases from original program

PIVOT NORTH
architecture

DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

DEPARTMENT: Special Education

PROGRAM:

No.	Description	Existing Program			Planned Program			Actual Program			Comments
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total	
	Prototype										
	Special Education				4	200	800				- U Shaped Table with whiteboard & projector. Lighting to be dimmable. Flexibility with removeable partitions.
	Self Contained				1	450	450				- Whiteboard, Tackboard and Projector. Lighting to be dimmable
	Life Skills				1	320	320				- Whiteboard, Tackboard and Projector. Lighting to be dimmable
	Cool Down				1	80	80				- Lighting to be dimmable
	Storage				1	80	80				- Lockable
	Toilet				1	100	100				- Larger restroom for teachers, changing and Washer/Drver-Stackable
	Office				1	80	80				-
	Garland HS 9-12										
	Special Education	2	800	1,600							
	Special Education Office	1	120	120							
	Sub Total Net SF (NSF)			1,720			1,910				-
	Net Gross Ratio						30%				30%
	Gross SF (GSF)						2,483				-

Items with a blue box are additions/ adjustments to the original program.

Items with a gold box next to them are size increases from original program



DATE: 9/29/2020

REVISION #: 0

PROJECT: ILT Prototype HS

PN PROJECT #: 19-010 & 20-011

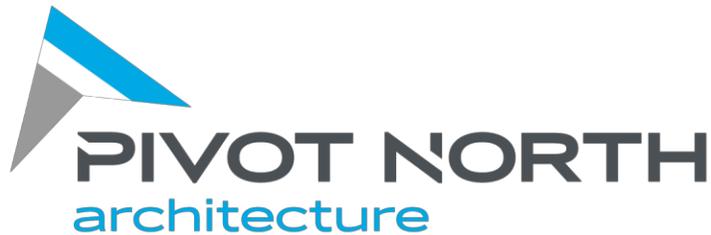
DEPARTMENT: Core Classrooms

PROGRAM:

No.	Description	Existing Program			Planned Program			Actual Program			Comments
		Qty	NSF	Total	Qty	NSF	Total	Qty	NSF	Total	
Prototype											
	Classroom - 9th				6	900	5,400				25 per classroom. Look at class schedule to get quantity of classrooms
	Classroom - 10th				6	900	5,400				25 per classroom. 1 Classroom w/ concrete floors as shared science room adjacent to science rooms
	Classroom - 11th				6	900	5,400				22 per classroom
	Classroom - 12th				6	900	5,400				22 per classroom
	Anatomy/Physiology				1	1,200	1,200				Possible to share with other classroom/ science room - Provide concrete floors and tables.
	Prep				1	200	200				Shared
	Storage				1	200	200				Shared
	Biology/Environmental Systems				1	1,200	1,200				Hazardous waste disposal capabilities. Casework and sink needs for all science rooms
	Physics				1	900	900				
	Prep				1	200	200				Shared
	Storage				1	200	200				Shared
	Chemistry				1	1,200	1,200				for Sinks. Casework with bulb outs similar to Answer Charter
	Art				1	900	900				Plaster Traps for sinks. Casework and larger sinks
	Storage				1	200	200				Shared
	Health				1	900	900				Tables, flexible space
	AV Pathway (CTE Class)				1	900	900				Tables, flexible space, provide floor and wall drops
	Storage				1	300	300				Robotics, large equipment and AV
	STEM Pathway (CTE Class)				1	900	900				Computer Science & Robotics with desktop computers with wall and floor boxes
Garland HS 9-12											
	Classroom (9)	6	780	4,680							
	Classroom (10)	6	780	4,680							
	Classroom (11)	6	780	4,680							
	Classroom (12)	6	780	4,680							
	Extra Classroom	1	760	760							
	Chemistry	1	680	680							
	Chemistry Storage	1	230	230							
	Biology	1	830	830							
	Physics	1	830	830							
	Computer Lab	1	980	980							
	Art	1	810	810							
Sub Total Net SF (NSF)				23,840	31,000			-			
Net Gross Ratio					30%			30%			
Gross SF (GSF)					40,300			-			

Items with blue box next to them are additions/ adjustments to the original program

Items with a gold box next to them are size increases from original program

Exhibit C

January 2020

2020 Standard Hourly Rate Table*

Role Description:	Hourly Rate:
Principal Architect	\$165.00
Project Manager	\$140.00
Project Architect	\$130.00
Senior Project Designer	\$130.00
Project Designer	\$110.00
BIM Manager	\$120.00
Interior Designer	\$100.00
Interior Designer 2	\$95.00
Architectural Intern III	\$105.00
Architectural Intern II	\$100.00
Architectural Intern I	\$95.00
Administrative	\$70.00

In-house reimbursable costs are as follow:

Printing & Reproduction:	
Color print/copy (8.5" x 11", 11"x17")	\$1.00
Black & White print/copy (8.5" x 11", 11"x17")	\$0.08
CD/DVD Duplication	\$20.00
USB Drive Duplication (less than 2GB)	\$10.00
Mileage (per mile)	\$0.575
Postage	Cost

Out-of-house reimbursable costs will include a 10% administrative mark-up over actual cost and may include but will not be limited to the following items:

- Reproductions, prints, plots & mounting
- Plan review and application fees
- Meals and approved travel expenses
- Renderings and models
- Outside professional services approved by the client

Copies of all out-of-house reimbursable expense invoices will be included with Pivot North's invoice to the client.

* Rates shall be reviewed and may be adjusted per annum

Cover Sheet

CONSIDER/ACT TO AUTHORIZE ADMINISTRATION TO ENTER INTO LEASE FOR LANCASTER-DESOTO HS AT DISCIPLE CENTRAL COMMUNITY CHURCH (901 N. POLK ST.)

Section: IV. Board Items for Discussion/Action
Item: E. CONSIDER/ACT TO AUTHORIZE ADMINISTRATION TO
ENTER INTO LEASE FOR LANCASTER-DESOTO HS AT DISCIPLE CENTRAL
COMMUNITY CHURCH (901 N. POLK ST.)
Purpose: Vote
Submitted by:
Related Material: Draft DC3 ILT 2021 Lease.docx.pdf

LEASE

THIS LEASE (“**Lease**”) is made this [redacted] day of May 2021, by Marcus D. King Ministries, Inc., a Texas nonprofit corporation dba Disciple Central Community Church (“**Landlord**”) and International American Education Federation, Inc., a Texas nonprofit corporation and charter school, dba International Leadership of Texas (“**Tenant**”).

The Landlord, in consideration of the rents and covenants hereinafter mentioned, hereby leases, and the Tenant accepts the following described premises, together with the following terms and uses of areas (as hereinafter defined) in the church facility located at 901 N Polk St., DeSoto, Texas, 75115-4013 (the “**Building**”).

The leased premises consist of Classrooms 101, 102, 103, 105, 106, 107, 108, 109, Classroom 104 only as allowed by Landlord, Youth Chapel (with the exception of the days requested for Dallas County Elections), Decision Counseling, Gym, Band, Storage Room, Children’s Area Worship Room and Resource Room, Café for the purpose of serving lunch only, (Tenant is not allowed to use any commercial equipment and/or supplies in the Café) and a designated storage area. The lease will also consist of the 4 additional classrooms that will be built in 2021 by ILT. The use of the sanctuary will incur an agreed upon fee by Landlord and Tenant, during and after customary school hours. The events are to be scheduled in advance and approved by the Landlord. (the “**Premises**”).

1. **TERM:** The term shall commence on June 1, 2021 (“**Term Commencement Date**”), and expire on May 31, 2023 (“**Term Expiration Date**”). Additional days prior to the commencement date will require a separate contract and facility use fee. The areas to be leased will be negotiated and agreed upon by both parties. Upon the Term Expiration Date, this lease shall expire and both parties shall negotiate a month-to-month extension (“**Extension**”). Either party may give a thirty (30) day termination notice in writing at any time during the Extension, unless extended or sooner terminated as provided herein.
2. **RENT:** Tenant shall pay to Landlord, at Landlord’s office or elsewhere, as designated from time-to-time by notice in writing to Tenant, a fixed rent as follows:
 - A. **Term.** Commencing on the Term Commencement Date, Tenant shall pay monthly base rent of \$4,000.00, which is the amount the Parties negotiated and agreed fair market value for rental of the property. Once enrollment exceeds 90 students, the rent shall be calculated at \$50.00 per child per month, with additional rent as enrollment increases. ILT will provide a monthly report to Disciple Central Community Church to demonstrate how many kids are currently enrolled (on/off campus) at the ILT Desotolo cation. The following examples are provided for clarification purposes only: 60 enrolled children equates to only the base rent; 100 enrolled children times \$ 50.00 equals \$ 500.00 per month plus the base rent. In no event shall rent exceed \$ 12,500 per month, which the parties agree is the fair-market rental rate cap as required by Texas Education Agency Rules. Rent during the Term 1 shall be payable monthly in arrears.

Payments shall be due on the 28th of each month to June 28, 2023.

NOTE: The rent calculation for the first month (August), will be prorated based on the number of students enrolled on the first day of school and the number of days of school for the month.

B. In addition to the Base Rent, the Tenant agrees to pay for all additional utilities above the Landlord's two year average monthly utility figure (including, but not limited to, electricity, water, gas, sewer, and an additional trash dumpster, but exclusive of telecommunications and internet). Tenant will provide their own internet service for school use

Landlord will compute Tenant's Utilities cost each month and invoice the Tenant accordingly. Tenant agrees to also pay any "pass through" costs specifically related to Tenant usage (i.e. extra dumpsters, additional city inspections, etc.) Landlord will include with its invoice to Tenant copies of the invoices it received from utility providers. Tenant will not be double invoiced for both a pass through fee for additional expenses, such as additional dumpsters, and a percentage of Landlord's preexisting expenses for the same utility service. Tenant will not be invoiced for fees, such as municipal storm water drainage fees, which are unaffected by Tenant's occupancy of the property.

C. Tenant shall deposit with Landlord on the Term Commencement Date a security deposit in the amount of \$6,000 (the "**Security Deposit**"), as security for Tenant's faithful performance of its obligations under this Lease. If Tenant fails to pay Base Rent or Additional Rent, or otherwise defaults under this Lease, Landlord may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due Landlord or to reimburse or compensate Landlord for any liability, expense, loss or damage which Landlord may suffer or incur by reason thereof. If Landlord uses or applies all or any portion of said Security Deposit, Tenant shall within ten (10) days after written request thereof deposit monies with Landlord sufficient to restore said Security Deposit to the full amount required by this Lease. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Tenant under this Lease. In addition to the Security Deposit, on Term Commencement Date, Tenant shall pay to Landlord additional consideration of, \$3000 in consideration of allowing Tenant to pay rent monthly in arrears of Term.

D. Tenant will pay for necessary facility improvements described in Appendix B, including but not limited to Door Access Control and additional security cameras.

E. Tenant will provide a Facility Tech to clean facility during school hours and reset the building for church use.

F. Tenant will provide an on-site Security Officer during customary school hours.

3. **AGREED USE:** Tenant shall use the Premises to operate a public charter school. Tenant shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Tenant shall not use or permit the Premises to be used in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs owners and/or occupants of, or causes damage to neighboring properties. Landlord shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use.

4. **LANDLORD'S DUTIES:**

Landlord will provide custodial supplies and paper goods sufficient to meet Tenant's needs and invoice Tenant at a rate that does not exceed Landlord's cost. Landlord will invoice tenant for floor care, to include, stripping and waxing all uncarpeted areas used by Tenant. Landlord shall keep the Premises in good order, condition and repair, including, but not limited to, all equipment or facilities, such as plumbing, heating, ventilating, air conditioning, electrical, lighting facilities, fire protection systems, fixtures, ceilings, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises.

- A. Landlord will ensure these custodial services in and about the Premises and the common areas are completed on a daily basis, after any Church activities and before the start of the next school day. These services will include, without limitation: emptying garbage cans, vacuuming the carpeted areas, mopping uncarpeted areas, supplying toilet paper and hand towels in the bathrooms, changing light bulbs as needed and other general cleaning services as needed. Windows will be cleaned on an as needed basis.
- B. Personnel providing custodial services for Tenant, whether employees, contractors or volunteers, must, prior to entry onto the leased premises, successfully pass a background clearance through Landlord.
- C. Landlord shall ensure that the parking lot and walkways are kept debris free.
- D. If Landlord fails to maintain the Premises or fulfill repair obligations set forth in this Lease, within thirty (30) days after written notice from Tenant to Landlord of the necessity for such repairs or maintenance, then in addition to any other rights or remedies Tenant may have at law or in

equity, Tenant may make repairs and replacements at Landlord's expense and, together with interest thereon at the rate of ten percent (10%) per annum, deduct such sums from Additional Rent due under this Lease. If Landlord's failure to so repair and replace causes substantial interference and difficulty in the ability of Tenant to conduct the Agreed Use in the Premises, then Tenant shall have the right to terminate this Lease, without further liability therefore.

- E. Landlord will name a liaison that will specifically relate to "all matters" that Tenant and Landlord engage in.

5. TENANT'S DUTIES:

- A. Tenant shall, without relieving Landlord of its duties under Part 4, provide custodial services and will ensure these custodial services in and about the Premises and the common areas are completed on a daily basis, during and after customary school hours and before the start of the next day. These services will include, without limitation: emptying garbage cans, vacuuming the carpeted areas, mopping uncarpeted areas, buffing floors, supplying toilet paper, hand towels and hand soap in all bathrooms and other general cleaning services daily and keep the Premises in as good condition and repair as it was at the time the Tenant took possession, reasonable wear and tear and damage from fires and other casualty for which insurance is normally procured excepted.
- B. Tenant will be allowed to install one permanent sign for marketing/identification purposes near the Main entrance per Landlord and city approval. Sign will be in keeping with existing type / style of existing Church signs (This will remain in place at the end of the term and become property of the Landlord.) Other outside signage necessary shall be temporary and shall be mutually agreed upon by the Landlord and Tenant. The signage will be furnished by the Tenant at the expense of the Tenant.
- C. Tenant shall have use of the agreed space between 7:00 am and 5:30 pm ("**Normal School Hours**") (Monday – Friday), each weekday, any hours in addition to customary school hours require approval from Landlord and will incur additional fees.
- D. Tenant will cover all religious signage, images or other material in classrooms during the times the Premises is in use by the Tenant.

- 6. SHARED SPACE: Landlord and Tenant shall share the following rooms in the Premises on the terms set out in this **Appendix A** ("**Shared Spaces**"), which is incorporated herein for all purposes. Landlord and Tenant shall share the parking lot as set out in **Appendix B**, which is incorporated herein for all purposes.

Landlord's and Tenant's use of the Shared Spaces shall be restricted according to Appendix A and the requirements within during the term (the "**Occupancy Period**"). Landlord shall have the right to use the Shared Spaces and certain of Tenant's furniture and furnishings within the Shared Spaces as it requires for its purposes during the Occupancy Period. Landlord shall be responsible for any loss or damage to Tenant's furniture, furnishings or equipment resulting from Landlord's use of the Shared Spaces. Tenant will be responsible for damages to furnishings and equipment in Shared Spaces and is not allowed to use any computers, electronic devices or audio/visual equipment owned by Landlord. Landlord and Tenant shall agree on a schedule of re-setting rooms as required by their respective uses. It is expressly agreed that Landlord shall have no rights to use supplies, computers or other furnishings which have been purchased by Tenant using state, federal funds.

7. LANDLORD'S WARRANTIES:

- A. The Landlord will honor all existing contracts for building usage and hereby warrants that it and no other additional person, firm, or corporation has the right to lease the Premises that would affect the Tenant negatively. So long as the Tenant shall perform each and every covenant to be performed by the Tenant hereunder, the Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of the Landlord during agreed upon school hours, and the Landlord shall defend the Tenant in such peaceful and quiet use and possession. Tenant will be notified in advance of special events during normal school hours, such as, but not limited to: funerals, job fairs, and county elections.
- B. Landlord warrants that the Building, parking lot and street access meet all current safety and planning requirements for a school as defined by the State of Texas and the City of DeSoto. Landlord will work with Tenant to obtain an inspection for compliance, and Tenant will make any corrections or alterations required to be in compliance.
- C. Landlord warrants that the Building meets all current local, state and federal environmental health and safety regulations. Tenant will make any corrections or alterations required to obtain an occupancy permit.

8. LANDLORD'S ACCESS: The Landlord and/or its employees and its agents shall have the right to enter the Premises at all reasonable times for the purpose of inspecting, cleaning, repairing, altering or improving the Premises or the Building. Landlord and/or its employees and agents shall have the right to enter the Premises at reasonable times to exhibit the Premises to its members, visitors, prospective members, or others; provided, however, that neither Landlord nor its visitors may enter Tenant's instructional areas during the school day while

instruction is occurring, and Landlord and its visitors shall comply with Tenant's policies and procedures pertaining to access to its public school campus.

9. **COMMON AREAS:** The term common area means the entire area designed for common uses or benefit within the Building and the immediately surrounding area, including, but not limited to, landscaped and vacant areas, entrance areas, toilet facilities, lounges, drinking fountains, stairs, ramps, and hallways. To the extent permitted by law, and absent a determination from a governmental authority or threat of litigation against Tenant, the common areas are considered non-instructional areas and therefore will keep all current religious signage, images and other material. Any changes requested by the Tenant to these areas shall be mutually agreed upon by the Landlord and Tenant. The common area is hereby made available to Tenant and its employees, agents, parents, students and invitees for their reasonable nonexclusive use in common with the Landlord. (Landlord has to approve use of the Commons Area (Lobby), as to prevent conflict with Landlord events) Tenant will provide notice to Landlord of any impending governmental authority review, complaint or threat of litigation against Tenant regarding religious iconography or related matters, and Landlord agrees to promptly and reasonably cooperate with Tenant to ensure Tenant is in compliance with all applicable laws.
10. **DAMAGE BY FIRE OR OTHER CASUALTY:** If fire or other casualty shall render the Premises unusable, this Lease shall terminate forthwith, and any pre-payments of rent shall be refunded by the Landlord pro rata; provided, however, that if the Premises can be repaired within forty-five (45) days from the date of such event, then at the Landlord's option, by notice in writing to the Tenant, mailed within twenty-one (21) days after such damage or destruction, this Lease shall remain in full effect, but the rent for the period during which the Premises are unusable shall be abated pro rata, based on the percentage of enrolled students that Tenant must temporarily educate in another location. If that percentage exceeds 50%, Tenant may, at its option, remove all students, and rent shall abate while awaiting repairs.
11. **LANDLORD'S INSURANCE:** During the Term, Landlord shall maintain at its own expense liability insurance, fire insurance with extended coverage, and other insurance on the Building with coverage and in amount not less than those which are from time to time acceptable to a prudent owner in the area in which the Building is located. Any additional costs incurred by the Landlord specifically related to Tenant's usage will be paid by the Tenant.
12. **TENANT'S INSURANCE:** During the Term, Tenant shall maintain at its own expense:
 - A. Property insurance in an amount sufficient to fully cover Tenant's improvements and all property in the said Premises which is not owned by Landlord; and

B. Liability insurance, with Landlord named as an additional insured, against claims for death, personal injury, sexual abuse and property damage in and about the Premises, in amounts which are from time to time acceptable to a prudent Tenant in the community in which the Building is located, but not less than \$1 Million per occurrence and a \$2 Million annual aggregate limit and \$300,000 for property damage, in respect of each occurrence.

C. Tenant agrees to provide \$1 Million umbrella liability coverage

D. Policies for such insurance shall be in a form and with an insurer reasonably acceptable to the Landlord, shall require at least fifteen (15) days' written notice to Landlord of termination or material alteration during the term. If requested by the Landlord, Tenant shall from time to time promptly deliver to Landlord certified copies or other evidence that all premiums thereon have been paid and policies are in full force and effect.

13. ALTERATIONS BY TENANT: All alterations desired by the Tenant will require mutual agreement with the Landlord. Tenant will provide Landlord with a scope of work to be performed prior to commencing the project. The alterations will be furnished by the Tenant at the expense of the Tenant.
14. WAIVER OF SUBROGATION: The Landlord and Tenant hereby mutually waive as against each other any claim or cause of action for any loss, cost, damage, or expense as a result of the occurrence of perils covered by the required insurance herein. Neither party, nor its agents, employees or guests, shall be liable to the other for loss or damage caused by any risk covered by casualty insurance whose purchase is required herein. This waiver of subrogation applies to losses not covered by insurance because they are less than a deductible.
15. SURRENDER: On the last day of the term of this Lease or on the sooner termination thereof, the Tenant shall peaceably surrender the Premises, after an inspection has been completed by the Landlord, in the original condition or condition satisfactory to the Landlord. On or before that last day of the Term or its sooner termination, the Tenant shall at its expense, remove all of its equipment from the Premises, and any property not removed shall be deemed abandoned. All alterations, additions, and fixtures other than the Tenant's equipment which have been made or installed by either the Landlord or the Tenant on the Premises shall remain as the Landlord's property and shall be surrendered with the Premises as part thereof. The Tenant shall promptly surrender all keys for the Premises to the Landlord at the place then fixed for payment of rent and shall inform the Landlord of combinations on any locks and safes on the Premises. In no event shall the Tenant abandon the Premises during the Term unless the Tenant first obtains permission of the Landlord. Any necessary drywall repair / painting and floor/carpet cleaning to restore the facilities will be repaired/cleaned by the tenant at tenant's expense. In the event tenant is not able to complete the necessary

repairs, Landlord will repair and will invoice the Tenant (not to exceed \$10,000). In addition, the Tenant will be invoiced for the cost of having the floors/carpet cleaned in the areas used by the Tenant, (not to exceed \$5,000.00). Invoices for those services will be provided to Tenant and will be due on the 28th of the following month.

16. **HOLDING OVER:** In the event that the Tenant remains in possession of the Premises after the expiration of this Lease, new lease shall be executed or the Landlord will set a month-to-month tenancy fee.
17. **NONPAYMENT OF RENT; DEFAULTS:** On the occurrence of any of the following, Tenant shall be deemed to be in default under this Lease:
 - A. A rent payment from the Tenant to the Landlord shall be and remain unpaid in whole or in part for more than ten (7) days after it is due and payable;
 - B. If the Tenant violate or default any of the other material covenants, agreements, stipulations, or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the Landlord of such violation or default. If, however, Tenant's non-compliance reasonably requires more than 30 days to cure, Tenant will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
 - C. If the Tenant shall be adjudged bankrupt or file a petition in bankruptcy or for any arrangements under the bankruptcy code or become insolvent or have appointed a receiver of its property (except by the Texas Education Agency); then it shall be optional for the Landlord to declare this lease forfeited and the terms ended and to re-enter the premises only with due process of law, after the expiration of the current school year. Notwithstanding re-entry by the Landlord of forfeiture or termination of this lease, the liability of the Tenant for the rent provided for herein shall not be relinquished or extinguished for the balance of the term of this lease.
 - D. If Tenant shall abandon or vacate the premises for a period of fifteen (15) days.
 - E. In the event of default, Landlord shall have the right to re-enter the Premises without declaring the Term ended, and relet the whole or any part thereof for the account of Tenant on such terms and conditions and at such rent as Landlord may then deem desirable, collecting such rent and applying it monthly on the amount due from Tenant hereunder and on the expense of reletting, recovering for Tenant the difference between the proceeds of such

reletting and the amount of the rentals reserved hereunder, which sum Tenant agrees to pay upon demand. Landlord will not, by any re-entry, be deemed to have terminated this Lease, and the liability of Tenant for the total rent and other charges thereafter accruing and for damages shall continue until Tenant is notified in writing that this Lease has been terminated.

18. DEFAULT BY LANDLORD:

- A. If Landlord fails to maintain the Premises, fulfill repair obligations set forth in this Lease, or comply with any other duty imposed on it by this Lease, or by law, within thirty (30) days after written notice from Tenant to Landlord, Landlord will be in default. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord is in default, Tenant may:
 - (i) seek any remedy provided by law, or any remedy available to Landlord under this lease
 - (ii) cure the default, and notwithstanding any other provision of this Lease, receive a dollar for dollar credit against Rent, or any other sum due to Landlord, for its costs of effecting that cure, and all expenses, including attorneys fees, that Tenant has suffered due to Landlord's default, together with interest thereon at the rate of ten percent (10%) per annum;
 - (iii) terminate the lease and all obligations of Tenant under the lease effective not later than 30 days after the end of the next school year;
 - (iv) any combination of i, ii and iii.

19. TERMINABLE WITHOUT GOVERNMENTAL APPROVAL The Lease shall be terminable, and shall terminate on June 15, 2019, unless on before that date final approval of the City of DeSoto as to zoning, use, occupancy and traffic has been given and approval of the campus by the Texas Education Agency has been received. Tenant will notify Landlord in writing when all approvals have been received.

20. SUCCESSORS AND ASSIGNS: This Lease shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, except that Tenant may not assign or sublease the Premises without the written consent of the Landlord, which consent shall not be unreasonably withheld or delayed.

21. MODIFICATION OF LEASE TERMS: Upon mutual agreement, the Tenant and Landlord may agree to modify the terms of the Lease from time to time as necessary.
22. ENTIRE AGREEMENT: This Lease contains the entire understanding of the parties hereto with respect of the transaction contemplated hereby and supersedes all prior agreements and understandings between the parties with respect to the subject matter. No representations, warranties, undertakings, or promises, whether oral, implied, written or otherwise, have been made by either party hereto to the other unless expressly stated in this Lease or unless mutually agreed to in writing between the parties hereto after the date hereof, and neither party has relied on any verbal representations, agreements, or understanding, not expressly set forth herein.
23. TEXAS LAW: This Lease and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.
24. STATUS OF PARTIES: Nothing contained in this Lease shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association whatsoever between Landlord and Tenant.
23. NOTICES: All notices under this Lease shall be in writing and delivered in person, with written acknowledgment of receipt thereof, or sent by overnight courier service, or by certified mail, return receipt requested, unto the other party at the following addresses:

LANDLORD:

Marcus D. King Ministries, Inc. dba Disciple Central Community Church
901 N Polk St
DeSoto, TX 75115-4013

Attention: Pastor Marcus D. King / Cornelius Coleman III
Telephone: (972) 224-9940 x 9725
Facsimile: _____
Email Address: mking@dc3online.org / finance@dc3online.org

TENANT:

International Leadership of Texas

1820 N Glenville Dr, Ste. 100
Richardson, TX 75081

Attention: Alan Seay, CEO
Telephone: 972.479.9078
Email Address:aseay@iltexas.org

25. **ATTORNEY'S FEES:** If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be awarded their reasonable attorney's fees and expenses of litigation, to be paid by the losing party as fixed by the court, in addition to any other damages or awards.
26. **INVALIDITY OF PROVISION:** If any provisions of this Lease as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Lease, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Lease as a whole.
27. **GOVERNMENTAL IMMUNITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TENANT ACKNOWLEDGES, STIPULATES AND AGREES THAT NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A WAIVER OF ANY STATUTORY OR GOVERNMENTAL IMMUNITY AVAILABLE TO LANDLORD UNDER APPLICABLE LAW.**
28. **RELIGIOUS ACTIVITIES.** Landlord shall cooperate and take such acts and provide such assurances as Tenant may require, in Tenant's sole and absolute discretion, to facilitate the public school's compliance with federal and state law. In addition, Landlord may not conduct (or allow any other third parties) religious activities or otherwise, promote, proselytize or encourage religious affiliation or participation in religious activities during Tenant's public school activities or promote or encourage Tenant's employees, students, agents or invitees to participate in, join or inquire about religious activities or any other activities of Landlord that may be perceived by Tenant, in its sole and absolute discretion, as religious in nature and conflict with Tenant's public school activities or events.
29. **RELIGIOUS DISPLAYS:** Landlord hereby acknowledges that, pursuant to state and federal law, Tenant, as a public school, must be and must remain at all times nonsectarian in its programs, admissions policies, employment practices, and all other operations of its public school. Therefore, upon the Effective Date Landlord will fully cooperate with Tenant to ensure that the program, operation and physical environment of the building is free of any religious iconography, displays, insignia or any other indicia or influence of religion and that all such iconography, indicia or influence is removed or

appropriately covered in the areas of the Premises. Whether or not a display, iconography or insignia is to be removed or covered pursuant to this section shall be made in the sole and absolute discretion of the Tenant, and Landlord shall cooperate fully with Tenant's decisions related thereto, with the full understanding, acknowledgment and agreement that Tenant has entered into this Lease fully relying upon Landlord's compliance with this provision. Tenant shall also have, in its sole and absolute discretion, the ability to temporarily remove or cover any display, iconography or insignia of a religious nature in any portion of the Common Area during school activities or events.

30. **NON-APPROPRIATION: Notwithstanding the aforementioned, Landlord recognizes that the continuation of any lease after the close of any given fiscal year of the Tenant, which fiscal year ends on June 30 of each year, will be subject to the Tenant's Board budget approval. Should funding not be approved by the Tenant's Board for any given budget year during this lease term, this Lease will terminate and become null and void.**

31. **MISCELLANEOUS:**

A. Tenant does not waive any of its immunities from lawsuit or damages, or both, as provided by the Texas law, as a public institution, whether granted by constitution, common law or statute or any action required of the Tenant shall be interpreted to be such a waiver.

B. NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed by their respective officers, duly authorized there unto, as of the day and year first above written.
DISCIPLE CENTRAL COMMUNITY CHURCH (LANDLORD)

DATE: _____ BY: _____

INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC., A TEXAS NONPROFIT CORPORATION AND CHARTER SCHOOL, DBA INTERNATIONAL LEADERSHIP OF TEXAS (TENANT)

DATE: _____ BY: _____
Alan Seay, CEO

Appendix A

Facility Restrictions

Due to current commitments in place with the Landlord, the following room restrictions are in place. The Tenant will need to adjust daily school schedule accordingly.

Classroom Requirements

It is imperative that the following requirements for all rooms being used as instructional areas (i.e. classrooms).

- Tenant can only use designated storage areas.
- Tenant will only hang/display educational materials from DC3-approved locations.
- Tenant can only use designated free standing bulletin boards in each classroom (if applicable) The Landlord will not allow any nails, tacks, glue or similar items to be used on walls throughout the church facility.
- By Friday at 6:00pm, all classrooms must have all instructional material stored appropriately in its designated space in order for all weekend church activities. Tenant is responsible for moving their teaching supplies and room dividers to the designated storage locations. Based on after school hour events at the building, the Tenant may be required to move their teaching supplies to designated storage for the evening. Timely notice would be given to the Tenant on those occasions. If DC3 changes the room layout for an after school hours event, DC3 will return the class to its school configuration.
- Tenant will be using the Landlord's chairs but will be supplying their own tables for the classrooms.

Parking and Stacking

Landlord will provide designated parking spaces for Tenant's use on all weekdays that are not holidays under Tenant's official calendar. Tenant agrees to only park in these designated spaces unless Landlord agrees to changes.

During high volume drop off and pick up times, Tenant will require those dropping off or picking up students to follow designated traffic patterns to be determined. If the increased traffic during drop off and pickup mandate a traffic officer, Tenant will provide and pay for the traffic officer.

Appendix B - Facility Improvements

N/A

Appendix C- Additional Fees

- ILT will pay \$50 per instance for lights that are left on upon exiting the building based on provided proof (Video footage, ADT app).
- ILT will pay \$300 per room for additional utilization of room(s) per month. ILT must give a 10 day notice to DC3.

Appendix D: Property

- All 3rd party vendors contracted by the Tenant that require construction and/or maintenance of the building must be approved by the Landlord. Tenant must submit plans 10 business days in advance unless explicitly approved by the Landlord.
- Tenant must communicate in advance to Landlord of any desires to engage, alter or plan any building improvements, construction, contracts or real estate related items. This includes but not limited to any engagement with Desoto city officials or property management groups. No contract terms may be signed on behalf of DC3.