



REQUEST FOR PROPOSAL  
FOR  
CONSTRUCTION MANAGEMENT  
SERVICES  
(CM AT RISK)

**Midwestern State University**

**Fire Marshal & Texas Accessibility Standards Project**

Request for Proposal #735-17-8177

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# NOTICE REQUEST FOR PROPOSAL

Midwestern State University  
Multiple Projects  
Construction Management Services  
(CM at Risk)  
Request for Proposal #735-17-8177

Midwestern State University will accept proposals from Construction Managers until 2:00 P.M. March 31, 2017, at the Purchasing Department, Daniel Building, 3410 Taft, Midwestern State University, Wichita Falls, Texas 76308;

Attn: Stephen Shelley Director of Purchasing/Contract Management  
Proposal RFP #735-17-8177  
Midwestern State University  
Purchasing/Contract Management Department  
3410 Taft Blvd  
Wichita Falls, TX 76308

for construction management services for the above mentioned project consisting of the following:

## General:

Midwestern State University solicits responses to the Request for Proposals (RFP) for firms interested in providing Construction Management at Risk services for the following project:

- TAS/ADA-Fire Marshal-Deferred Maintenance Repairs Project.

## Project Background:

MSU is located in Wichita Falls, Texas and occupies approximately 179 acres in the heart of the city. The main campus is 100 acres with an additional 79 acres located south of Midwestern Parkway. MSU's current student headcount is ~6,100 with an on-campus student resident population of approximately 1,300 students.

The fire marshal conducted an inspection of academic buildings in the summer of 2013 which resulted in several significant issues with some of MSU's older buildings. Findings included stair wells that improperly discharge into first floor corridors, second floor areas lacking primary means of egress, fire sprinkler systems needed, a fire curtain for an auditorium, a lack of fire rated doors on stairwells, and stairwells lacking the required remote separation distance. Buildings affected with these deficiencies include Bolin, Fain Fine Arts (FFA), Ferguson, and Hardin (including south Hardin).

Bolin, Fain Fine Arts, Ferguson, and Hardin also have TAS/ADA issues such as non-compliant hardware, handrails, restrooms, auditorium entrance area, exterior ramps, and elevator needs. TAS issues at Fain Fine Arts were identified in a September 2009 assessment and are being incorporated into the upgrades design.

Small deferred maintenance items in Bolin such as a lifed out transformer and leaky flex ducts requiring replacement will also be pursued. Some minor renovations of areas in south Hardin and Fain Fine Arts may be addressed in an additional phase as well.

With the release of tuition revenue bonds by the state legislature in 2015, MSU has been able to pursue the above modifications and renovations. Harper-Perkins Architects was selected as the architect firm to develop the designs for the TAS/ADA and fire marshal issues and has progressed well on many of the design alterations. It is anticipated their documents will be ready to solicit bids by May 2017.

### **Statistics:**

Total project funding is \$4.7 MM to be split between fire marshal repairs, ADA/TAS upgrades, Bolin deferred maintenance, and renovation issues at south Hardin and Fain Fine Arts; the cost construction limit **(CCL) is \$3.95 MM.** The construction budget for each building is as follows: Bolin Science Hall is \$1,243,000, Fain Fine Arts is \$1,541,000, Hardin Administration is \$1,102,000, and Ferguson is \$61k.

It should be noted that **ALL construction activities shall be conducted while the buildings are occupied.** Scheduling around classes and normal business activities will be a significant challenge for the selected firm. Much of the work will be extremely disruptive to normal business activities and, consequently, must be scheduled for completion over the summer months. During the summer, the buildings will still be in use, but the level of educational activities will be significantly reduced.

Creation of corridors, erection of two exterior bricked stairwells (two stories=FFA, three stories=Bolin), demolition of an interior stairwell and backfilling of the stairwell space, fire sprinkler additions, restroom and dressing room upgrades, and interior ramp replacements in Hardin and Bolin will all be started and completed over the summer of 2018, **BEFORE** classes resume in the fall of 2018. Replacement of the lobby area for the Fain Fine Arts auditorium will be started and completed over the summer of 2019, **BEFORE** classes resume in the fall of 2019. It is estimated ~85% of the CCL dollars will be expended during the two summer month periods of 2018 and 2019. The CMAR must diligently prepare the logistics and coordinate subcontractors' responsibilities for the work prior to each summer's construction period to ensure maximum efficiency of labor and material resources in these busy months and completion prior to the start of classes in the fall.

Other miscellaneous modifications such as exterior handrails, exterior ramps/sidewalks, minor restroom upgrades, and replacement of two exterior fire door areas can be scheduled outside of the summer of 2018 or 2019 to complete the project.

On-site construction is anticipated to begin by March 2018 and will continue until September 2019, with the summer months having significantly more activity than the other months of the year, as noted previously. If activities during non-summer months do not occur, it is not necessary for staff to remain on site. The project is estimated to last nineteen months and CMAR proposal shall assume this length for all calculations.

The modifications to each building will be bid as one project under the direction of the CMAR (as opposed to bidding each building individually).

### **Project Objectives**

The objectives of the TAS/ADA-Fire Marshal-Deferred Maintenance Repairs Project are as follows:

- Resolve many of the outstanding issues from academic spaces (i.e., non-housing) identified in MSU's September 23, 2013, fire marshal report (updated October 11, 2015) to the fire marshal's satisfaction using the drawings and specifications generated by Harper-Perkins Architects.
- Upgrade Bolin (minor needs) and Fain Fine Arts (major needs) for ADA/TAS compliance.
- Resolve a small number of infrastructure issues at Bolin, as well as renovation needs in south Hardin (as funds allow) and Fain Fine Arts.
- Complete all renovations/changes while facilities are occupied.

Obtaining a Construction Manager at Risk (CMAR) to budget and oversee the construction of the TAS/ADA-Fire Marshal-Deferred Maintenance Repairs Project as described in the sections above is the purpose of this RFP. Participation needs in the design process is minimal since construction drawings will be ready for bidding by the time the CMAR is approved by MSU's Board of Regents.

### **Scheduling:**

It is estimated that the project will require as much as 19 months for construction activities beginning March 1, 2018. Construction drawings will be ready for bidding in May 2017. The CMAR will begin bidding assistance immediately and prepare over the next ~10 months for 19 months of construction. The CMAR is responsible for developing a GMP for the complete construction of all designs in each of the buildings noted in the Objective section of this RFP. Each area being modified will require its own Substantial Completion and Final Completion date, although the entire project will have the Final Completion date of September 30, 2019.

Design of the renovations is nearing completion with selection of a CMAR firm cannot be finalized until MSU's Board of Regents approves of recommendation on May 12, 2017. CMAR fees should account for participation in the bidding process beginning in June 2017 and construction preparation up until March 2018, followed by on-site construction beginning March 1, 2018.

The Request for Proposals may be obtained beginning February 28, 2017 by going to Midwestern State University's web site at <http://mwsu.edu/purchasing/>.

Contact Stephen Shelley for additional information if needed:

Stephen Shelley  
Proposal RFP #735-17-8177  
Midwestern State University  
Purchasing/Contract Management Department  
3410 Taft Blvd  
Wichita Falls, TX 76308  
940-397-4110  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)

Midwestern State University reserves the right to waive any informalities and to reject any or all proposals.

# REQUEST FOR PROPOSALS

Pursuant to the provisions of the Texas Education Code Section 51.782, it is the intention of Midwestern State University to select via a Request for Proposal process a Construction Manager at Risk for the Texas Accessibility Standards (TAS)/ADA and fire marshal upgrades to several campus buildings including Hardin Administration, Fain Fine Arts, Bolin Science, and Ferguson. The selected Construction Manager is to assist the University and its Architect (Harper-Perkins Architects) with cost estimating, value engineering, constructability reviews, scheduling, and to build the project thereafter as the Construction Manager at Risk. The scope and schedule for the project as currently defined are described by the attached materials, including Attachments 1, 2, and 3.

Proposals are to include the information requested in the Questionnaire on the next page in the sequence and format prescribed. In addition to and separate from the requested information, organizations submitting may provide supplementary materials further describing their capabilities and experience. Proposal shall be no longer than 35 pages in its entirety.

Proposals: Please submit **electronically (preferred)** or provide **(6 copies)** to:

Stephen Shelley  
Proposal RFP #735-17-8177  
Midwestern State University  
Purchasing/Contract Management Department  
3410 Taft Blvd.  
Wichita Falls, TX 76308  
940-397-4110  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)

**no later than 2:00 p.m., March 31, 2017.**

Queries about the Project and Request for Proposal should be addressed to:

Stephen Shelley  
Proposal RFP #735-17-8177  
Midwestern State University  
Purchasing/Contract Management Department  
3410 Taft Blvd.  
Wichita Falls, TX 76308  
940-397-4110  
[stephen.shelley@mwsu.edu](mailto:stephen.shelley@mwsu.edu)

**Questions need to be forwarded no later than March 23, 2017.**

# REQUEST FOR QUALIFICATIONS QUESTIONNAIRE

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

**1. Firm Information:**

Name of firm:

Address of principal office:

Phone, Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, Other?):

Year founded:

Primary individual to contact:

**2. Organization:**

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

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

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

**3. Licensing:**

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

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

**4. Experience:**

4.1 List the categories of work that your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors? If so, which types of work?

4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

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

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

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

4.3.3 Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years?

4.4 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

4.5 Current work:

List the major construction projects your organization has in progress, giving the name and location of project, owner, architect, contract amount, percent complete and scheduled completion date.

4.6 Work over last 5 years:

List major projects (particularly educational facilities) constructed by your organization over the last 5 years. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, owner and architect, and the manner in which your organization was selected (bid or RFP or other method).

4.6 Experience with Midwestern State University, and/or similar institutions.

## 5. Financial Information:

5.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
- Noncurrent assets (e.g., net fixed assets, other assets.)
- Current liabilities (e.g., accounts payable, notes payable, (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes.)
- Noncurrent liabilities (e.g., notes payable.)
- Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares per value, earned surplus and retained earnings.)

5.2 Name and address of firm preparing attached financial statement and date thereof.

5.3 Is the attached financial statement for the identical organization names under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary.)

5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

5.5 Provide name, address, phone for bank reference.

5.6 Surety: Name of bonding company, name and address of agent. **A bond to 100% of the construction cost will be required upon submission of the GMP. Proof of ability of bond will be required prior to selection.**

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

6.1 Describe your organization's concepts for working in a team relationship with the owner and architect during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Which (one or more) of your projects listed above best exemplify these concepts and experience?

6.2 Cost Estimate:

Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)

6.3 Fees:

It is anticipated that the College will enter into a fixed sum contract with the construction manager. The proposed fee quote will be required with the written proposal. This sum will include overhead, profit, supervision, pre-construction

services, and all other costs except those associated with direct labor (if any) on the project. Describe the method of payment your firm would desire, including when various fees would be due.

6.4 Savings:

Describe your organization's concept for the disposition of savings realized during construction. Is the full amount or a percentage thereof returned to the owner? And specify this percentage.

6.5 Contingencies:

Respond to each of the following items by separate paragraph:

Pre-Construction Services

- Describe your organization's concept for cost contingencies during all design phases. What is the maximum amount of design contingency your organization proposes for each phase?

Construction

- What is the maximum amount of construction contingency your organization proposes for this phase?
- How do you propose to document changes to your contingency during construction?
- What is your organization's concept for the disposition of contingency funds after the completion of the project?
- What percentage of construction cost was actually used for construction contingency on your last three projects?

6.6 Cost Information:

- Your firm would be required to make all cost information during design and construction available to owner and architect. Describe how this information would be furnished and how the owner and architect would be assured that it is complete and accurate.
- During the bidding process to establish a Guaranteed Maximum Price, bidders will submit bids with exceptions/exclusions leaving parts of the project's scope of work out of the project. How does your firm ensure this work is included in the project's scope of work? How does your firm place a dollar value on these missing items?

6.7 General Conditions:

Include an itemized cost breakdown per project of all General Conditions that will be applicable to each of the projects. Include all site costs for the job personnel as well as all reimbursable overhead items. Include all bonds and insurance costs. The total amount shall be provided in both percent (%) and dollar amount for each project. These figures will be used in the evaluation, but may be available to discuss during negotiations. This information shall be included in the Proposal Tabulation Form listed in Appendix B.

The following items are to be included in your "Fee" percentage rather than as General Conditions (see Appendix B for details):

- Field office staff bonuses
- Off-site staff costs
- Vehicle mileage to the project site for field office staff
- Fuel for company vehicles
- Safety Supervisor inspections
- Personal computers/computer charges

Mobile or two-way communication devices  
Vehicle rental, repair, insurance, and maintenance  
Project scheduling services (except for time of field office staff)  
Project accounting services (except for time of field office staff)

**In addition, a fee should be included for each item listed in the Appendix B - Proposal Tabulation Form. None of the line items listed may be included in cost of work.**

- 6.8 Bonding:  
Is it your intent or a requirement of your company or a requirement of your surety to bond or insure any subcontractors on this project? If you answer "Yes," please list subcontractors by trade that you would propose.
7. **Personnel:**  
Given the scope and schedule of the project, identify the specific Project Manager, Office Engineer, Superintendent, Assistant Superintendent, and Estimator who would work on the project. Provide the percentage of time they work on the project. Provide a resume and references for each individual and
8. **Owner/Construction Manager Agreement:**  
The Owner/Construction Manager Agreement shall be AIA Document A121/CMc-AGC Document 565 (2003 Edition,) the General Conditions of the Contract for Construction (1997 Edition,) subject to any changes or modifications agreed upon by the owner and contractor. In addition the State of Texas 2005 Uniform General Conditions shall apply (<http://www.tbpc.state.tx.us/communities/facilities/prog/construct/UGC2005.pdf/view>). Please note any major exceptions/issues you would raise relative to these documents.
9. **References:**  
For 6 of the projects listed above (re: item 4.5), identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers) whom we could contact as references regarding your organization's services. Ideally, some of the references should be for educational projects of comparable scope.
10. **Historically Underutilized Business (HUB) Commitment. Demonstrate:**
- Firm's commitment to meeting the Historically Underutilized Business (HUB) participation goal of 25% for the project(s). Identify past experience and relationship with HUB businesses [Note: It is the understanding that when taking subcontractor bids for the overall project, that the prime contractor will conform to the 25 % HUB business participation goal.]
  - Firm's experience at successful completion of HUB business participation goals on other projects and percentage of participation achieved.
  - Firm's commitment to meet HUB business participation goals.
  - Firm's methods, techniques, and procedures for meeting participation goals for first and second tier contractors and subcontractors.
11. **Notification of Criminal History of Contractor**
- (a) A person or business entity that enters into a contract with a school college must give advance notice to the College if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
  - (b) A school college may terminate a contract with a person or business entity if the college 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 college

must compensate the person or business entity for services performed before the termination of the contract.

(c) This section does not apply to a publicly held corporation.

Added by Acts 1995, 74<sup>th</sup> Leg., ch. 260, ss. 1, eff. May 30, 1995.

## CRITERIA FOR SELECTION

Per the Texas Education Code, title 2. Public Education, Chapter 44, Fiscal Management, Subchapter B, Purchases; Contracts, 44.031, Purchasing Contracts, Midwestern State University may consider the following in determining to whom to award the contract for Construction Manager at Risk services.

- (1) the purchase price;
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the university's needs;
- (5) the vendor's past relationship with the university;
- (6) the impact on the ability of the university to comply with laws and rules relating to historically underutilized businesses;
- (7) the total long-term cost to the university to acquire the vendor's goods or services; and
- (8) any other relevant factor that a private business entity would consider in selecting a vendor.
  - (a) The relevant experience of the vendor.
  - (b) Past performance of the vendor.
  - (c) Vendor's safety record.
  - (d) Proposed personnel for the project.
  - (e) Methodology for the project.
  - (f) Acceptance of proposed contract terms.
  - (g) Historically Underutilized Business Plan

Extrapolated from this list, the following criteria will be considered in selecting the construction manager. The Selection Criteria Evaluation Form used to rank offerors is attached in Appendix A.

### EXPERIENCE (30%)

- (1) the reputation of the vendor and of the vendor's goods or services;**
  - (2) the quality of the vendor's goods and services;**
  - (3) the vendor's past relationship with the university;**
- How substantial is the firm's recent experience in the construction of projects of comparable size and complexity?
  - How substantial is the firm's experience in providing construction services for educational facilities of comparable size, complexity?
  - Is the firm knowledgeable about and experienced in the North Texas area construction market?
  - How substantial is the firm's recent experience in providing pre-construction services for projects of comparable size and complexity?
  - Has the firm worked for the university in the past? If so, was that work satisfactory?

## **UNIVERSITY'S NEEDS AND PROJECT UNDERSTANDING (15%)**

### **(1) the extent to which the goods or services meet the university's needs;**

- Does the description provided by the firm of its pre-construction services evidence both understanding and capabilities of the process in general and as it applies to this specific project.
- Does the construction manager appear to have the capability to meet the university's schedule objectives?

## **COST ISSUES (40%)**

### **(1) the fee proposal;**

### **(2) the total long-term cost to the university to acquire the vendor's goods or services;**

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

## **ORGANIZATION, LICENSING, FINANCIAL INFORMATION, PERSONNEL, REFERENCES, SAMPLE CONTRACT (15%)**

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

- How long has the firm been in business providing the type of services sought?
- Does the firm's organizational structure, licensing and financial information indicate that the firm is capable of undertaking the project?
- Do the personnel proposed for the project appear to have the appropriate experience, capabilities?
- Proximity to the site. Is there an office within three hours driving time from Wichita Falls?
- Did the references listed (both Owner's and Architect's) have a favorable experience with the organization? Would you work with them again? How comparable was their project?
- Are the AIA Document A121/CMc-AGC Document 565 (1991 Edition,) the General Conditions of the Contract for Construction (1997 Edition,) and the Supplemental Conditions to the General Conditions to the Contract for Construction as indicated in Appendix E acceptable?

## **HISTORICALLY UNDERUTILIZED BUSINESS COMMITMENT**

Firm's commitment to meeting the Historically Underutilized Business (HUB) participation goal of 25% for the project(s). Identify past experience and relationship with HUB businesses [Note: It is understanding that when taking subcontractor bids for the overall project that the prime contractor will conform to the 25% HUB business participation goal.]

## ATTACHMENT 1

### PRE-CONSTRUCTION SERVICES (Minimum Required)

- Establish project **GOALS AND PRIORITIES**
- Prepare an **OPERATING SYSTEM**
  - Establish procedures for decision making, review, etc.
  - Outline responsibilities of the Owner, the architect, construction manager, contractors and third parties.
- Develop an **OVERALL MANAGEMENT PLAN AND CRITICAL PATH METHOD (CPM) MANAGEMENT** of critical design and construction dates in order to accomplish the stated objective.
- **DESIGN COST PLANNING**
  - Prepare estimate.
  - Develop, implement, and monitor cost model for continuous budget control.
  - Provide design change order control system for elected modifications.
- **SCHEMATIC DESIGN**
  - Prepare conceptual estimate.
  - Hold technical review sessions with Owner and Architect.
  - Analyze the potential for use of systems components.
  - Consult with the Owner and Architect on means and methods of construction.
  - Review schematic design documents.
  - Submit to the Owner and the Architect special inputs relative to time and cost control.
  - Prepare “trade-off” studies relative to value engineering.
  - Revise a critical data schedule.
  - Prepare a professional construction CPM network for the issuance of bid packages.
- **DESIGN DEVELOPMENT**
  - Prepare a detailed estimate based on available design drawings in a CSI or subcontractor bid format.
  - Review the design development documents with the Owner and the Architect.
  - Revise and update the critical data schedule.
  - Assist in the development and arrangement of pre-bid packages.
  - Prepare a site use study to be used for allocation of space for storage, parking and temporary facilities.
  - Cash flow analysis for both the design and construction phases.

## ATTACHMENT 1

### PRE-CONSTRUCTION SERVICES

#### Page Two

- **CONSTRUCTION DOCUMENTS**

- ~~\_\_\_\_\_ Prepare and update estimate in the CSI format for the construction documents.~~
- Review the drawings and specifications relative to bid packages.
- Develop bid package requirements, including alternate options.
- Schedule and conduct pre-bid conferences.
- Review and analyze bids (all bids received by Owner).
- Participate in value engineering efforts, if required.
- Update project budget and schedule consistent with actual bids.
- Develop a detailed CPM network schedule.
- Provide a Guaranteed Maximum Price for the project.\*\*

*\*\*Contractor will provide signed document stating "the contractor warrants and represents that the contract documents are sufficient to have enabled the contractor to determine the GMP."*

## ATTACHMENT 2

### CONSTRUCTION PHASE SERVICES (Minimum Required)

- Manage the **GMP DOCUMENTATION**, including:
  - Detailed quantity surveys, pricing.
  - Procurement strategy and implementation.
- **Establish the BUDGET BY BID PACKAGE**
- Prepare a detailed **SCHEDULE** derived from detailed quantities for each bid package to satisfy milestones.
- **SITE UTILIZATION STUDY**
  - Coordinate mobilization and plan logistical requirements.
  - Project office and material staging locations.
  - Ingress, egress.
  - Security requirements of owner.
- **Assist in reviewing and preparation of SUBCONTRACTOR BID OR PROPOSAL PACKAGES which contain:**
  - Project Manual, outlining the requirements of the construction.
  - Schedule (by bid or proposal package interface).
  - Detailed scope of work.
  - Detailed document listing.
  - Proposal forms for each bid or proposal package.
  - Form of contract and purchase order forms.
  - Insurance requirements.
  - Bonding requirements.
  - Prequalification of bidders/proposers.
  - Other special requirements.
- **ATTEND PRE-BID MEETINGS for each bid or proposal package, addressing:**
  - Project requirements.
  - Document review for specific questions.
  - Sequence/schedule review.
  - Site restrictions.
  - Other questions raised during discussions.
- **RECEIVE BIDS:**
  - Generate interest in vendors/contractors.
  - Advertise or solicit for bids/proposals.
  - Participate bid/proposal openings under the direction of MSU's Purchasing Department.

## ATTACHMENT 2

### CONSTRUCTION PHASE SERVICES

#### Page Two

- Participate in receipt of the bids on all portions of the work, with the exception of work specifically approved by the Owner in advance when appropriate to schedule or logistics.
  - Prepare tabulations for each bid or proposal package.
  - Review proposals for compliance with contract documents.
  - Review apparent low vendor's qualifications, past experience and liquidity.
- **CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:**
    - Conduct pre-award meetings.
    - Review schedule of values.
    - Review subcontractors' general conditions.
    - Review scope of work.
    - Identify shop drawing requirements.
    - Perform document review and specifications review.
    - Review contractors' personnel:
      - Project Managers
      - Superintendents
      - Foremen
    - Establish quality requirements and standards.
    - Review sequence and Schedule.
    - Identify accounting requirements.
    - Review insurance requirements.
    - Review safety and security requirements.
    - Recommend award of contracts in written form for review and approval to the Owner/Architect indicating both the amount of the subcontract and any additional scope added by the Construction Manager.
- **PREPARE AND ISSUE AS CONSTRUCTION MANAGER (or for the Owner):**
    - Contracts.
    - Rental agreements.
    - Budget adjustments for all transactions.
    - Computerized accounting for tracking and projections.
- **PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS**
    - Establish site organization, including work and storage areas.
    - Establish jobsite management organization and jobsite procedures.
    - Maintain daily log for jobsite record.
    - Provide general conditions work to meet project requirements.
    - Prepare and issue change orders and contracts.
    - Prepare subcontractor change orders and contracts.
    - Monitor construction cost and projections.
    - Prepare and maintain cash flow projection for Owner.

## ATTACHMENT 2

### CONSTRUCTION PHASE SERVICES

#### Page Three

- Monitor and maintain quality control.
  - Shop drawing control
  - Equipment and material control.
  - Provide and monitor overall progress and short interval scheduling.
  - Prepare billings and progress payments.
  - Conduct subcontractor coordination meetings.
  - Provide coordination between subcontractors.
  - Prepare and receive requests for information.
  - Prepare agendas and conduct weekly safety and progress meeting.
  - Prepare and distribute weekly safety and progress meeting minutes.
  - Establish subcontractor progress payment procedure for processing and payment.
  - Monitor subcontractor pay applications.
- **STATUS REPORTS when requested by Owner:**
    - Summarize project financial status.
    - Review and summarize past period's construction performance.
    - Project the coming period's construction activities.
    - Present status report on change orders – delays and time extensions.
    - Identify problems that threaten construction quality, cost and schedule.
- **PROVIDE CHANGE ORDER CONTROL:**
    - Implement system for change orders.
    - Establish consistent pricing method for each trade for all changes.
    - Allocate change order responsibilities.
    - Review change order requests from subcontractors.
    - Negotiate change orders with subcontractors.
    - Submit recommendations to Owner/Architect.
- **PROVIDE CONTROL FOR THE EXPENDITURE OF CONTINGENCY AND ALLOWANCE FUNDS:**
    - Implement a transparent, accountable system for use of contingency and allowance funds.
    - Allocate responsibilities related to contingency and allowance funds.
    - Review change requests from subcontractors that affect contingency and allowance funds.
    - Negotiate amounts with subcontractors.
    - Submit recommendations to Owner/Architect.

## ATTACHMENT 2

### CONSTRUCTION PHASE SERVICES

#### Page Four

- Establish a **QUALITY MANAGEMENT PROGRAM:**
  - All members of the team participate in the quality control effort.
  - Project Scope Review:
    - Intended purpose.
    - Are the project needs met?
    - Existing conditions reviewed.
    - Future needs.
  - Incorporate Restrictive Conditions in documentation to include:
    - Social environment, influence of neighbors, environmental impact.
    - Natural conditions, grounds and peripherals.
    - Research on legal requirements.
    - Research on existing structures, facilities.
  - Review of Design Development for:
    - Complete construction documents in the order they are to be purchased and constructed.
    - Complete documents for pre-purchased equipment.
    - Design compatibility with future operation and maintenance.
    - Constructability.
  - Coordinate schedule and assist independent testing and inspection agencies selected by the college, involving the following work:
    - Underground piping
    - Soils
    - Concrete
    - Masonry and Mortar
    - Rebar
    - Miscellaneous steel
    - Structural steel
    - Mechanical systems
    - Electrical
    - Life safety systems
    - Fire Proofing
    - Energy management systems
    - Others as required
  - Work with area superintendents of subcontractors.
    - Prepare operations to minimize quality control problems.
  - Require formalized quality management program from subcontractors:
    - Ensure conformance to project's quality standards previously established.
  - Follow-up to assure correction of deficiencies on test reports.

## ATTACHMENT 2

### CONSTRUCTION PHASE SERVICES

Page 5

- **ACCOUNTING FUNCTIONS:**

- Insurance requirements
- Schedule of values review
- Labor cost reports
- Material cost reports
- Unit cost reports
- Monthly project billing
- Pay applications

- **AUDITS:**

The Owner will retain the right to audit any or all accounting records of this project upon demand for up to 1 year after final completion of the work or final acceptance of the work by the Owner, whichever is later. The audits may include any or all payments made to subcontractors, companies or individuals, for all work associated with this project, to the extent required for a complete accounting of all costs. The accounting method must clearly show the breakdown of the following as a minimum:

- Unit and material cost
- Invoices
- Specific wage rates (unburdened actual costs) for all trades
- Documentation of actual burden and benefit costs for all personnel chargeable to the project.
- Premium time mark-ups for all trades, if any
- Contractor's fee
- Materials mark-up
- Subcontractors mark-ups
- Insurance and bond costs
- Equipment and tool rental costs
- Actual or deferred performance based incentive payments (deferred bonus)
- Any other documentation required

Audits may occur at regular or irregular intervals. The Construction Manager must be able to provide documentation required upon request within 24 hours during the duration of the project. Audits will use the proposal and bidding information as the basis for verification of costs at each audit. The Construction Manager is to provide certification and reconciliation of all project costs to Owner at the completion of the project.

## ATTACHMENT 2

### CONSTRUCTION PHASE SERVICES

#### Page Six

- **JOB SAFETY OBJECTIVES:**

- Conduct weekly safety meeting:
- Implement project safety requirements.
- Review subcontractor safety programs.
  - Subcontractor conformance, initiate knowledge of OSHA requirements.
  - Subcontractor responsible for costs and damages.
  - Submission of accident and injury reports.
  - Require subcontractor safety representative.
  - Require forty-eight hour reports.
  - Require weekly tool box safety meeting.
- Maintain safety meeting minutes:
  - Inform subcontractors of procedures.
- Enforce alcohol and drug programs by subcontractors.
- Implement and maintain clean-up.

- **JOBSITE SECURITY FUNCTIONS:**

- Monitor and control employee, vendor and public access to the jobsite.
- Monitor and control material and equipment deliveries to the jobsite.
- Monitor and control material and equipment being removed from jobsite through a material release form.
- Monitor and control site traffic.
- Monitor and perform periodic checks for alcohol and drugs.
- Monitor and control tools.
- Monitor material storage.
- Monitor trailers and all equipment within.
- Maintain proficiency first-aid and CPR programs.
- Monitor compliance with college's No Smoking policy.
- Monitor compliance with college's weapon-free zones.
- Monitor and control employee, vendor access or interaction with students and staff.
- Monitor and control compliance with College's harassment-free environment for students and staff.
- Monitor and control employee, vendor theft.
- Monitor contractor and subcontractor parking requirements.

## **ATTACHMENT 3**

### **POST CONSTRUCTION PHASE SERVICES**

- **HUMAN RESOURCES:**

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

- **PROJECT POST CONSTRUCTION SERVICES:**

- Final acceptance by the Owner is predicated on completion and submission of all items indicated in Article 12 of the State's Uniform General Conditions document.
- Provide operating and maintenance manuals.
- Secure and assemble warranties or guarantees.
- Provide check-out of equipment.
- Instruct operating personnel in equipment operating and maintenance procedures.
- Assist in actual start-up of equipment.
- Implement close-out procedures and ensure requirements are met:
  - Subcontractors' and vendors' final payment
  - Resolution of claims
  - Final change orders
  - Lien releases
  - Final lien waivers
  - Consent of sureties
- Assist Owner in enforcement of warranties or guaranties.
- Conduct walk-through with Owner and Contractor one year after project completion.

APPENDIX A  
Construction Manager At Risk Evaluation Form

<b>1. EXPERIENCE 30%</b>		<b>Builder A</b>	<b>Builder B</b>	<b>Builder C</b>	<b>Builder D</b>	<b>Builder E</b>
1)	The reputation of the offeror.					
2)	The reputation of the offeror's goods or services.					
3)	The quality of the offeror's goods or services.					
4)	The offeror's past relationship with MSU.					
5)	The offeror's past reputation with like architecture firms:					
a)	How substantial is the firm's recent experience in the construction of projects in occupied facilities of comparable size and/or complexity?					
b)	How substantial is the firm's experience in providing construction services for educational facilities of comparable size and/or complexity?					
c)	Is the firm knowledgeable about, or specifically experienced in the, city, region and construction market?					
d)	How substantial is the firm's recent experience in providing pre-construction services for projects of comparable size and/ or complexity?					
e)	Has the firm worked for MSU in the past?					
f)	Does the firm have established relationships with area contractors?					
g)	Have you ever worked with Harper-Perkins Architects in the past?					
i)	If so, when and in what capacity?					
ii)	Was that work satisfactory to the customer?					
iii)	Was that work finished in budget?					
iv)	Was that work finished on time?					
	<b>Subtotal</b>					
	<b>Average Experience Score</b>					
	<b>Average Experience Weighted Score</b>					

<b>2. NEEDS OF THE CLIENT 15%</b>		<b>Builder A</b>	<b>Builder B</b>	<b>Builder C</b>	<b>Builder D</b>	<b>Builder E</b>
a)	Does the construction manager appear to have the capability to meet the University's needs?					
b)	Does the description provided by the firm of its pre-construction services evidence both understanding and a capability of the process in general and as it applies to these specific projects?					
c)	Does the construction manager appear to have the capability to meet the University's schedule objectives?					
<b>Subtotal</b>						
<b>Average Needs of the University Score</b>						
<b>Average Needs of the University Weighted Score</b>						
<b>3. COST ISSUES 40%</b>		<b>Builder A</b>	<b>Builder B</b>	<b>Builder C</b>	<b>Builder D</b>	<b>Builder E</b>
1)	The total proposal price					
2)	The total long-term cost to the University to acquire the offeror's goods or services					
a)	Do the construction cost proposals solicited by the firm contain adequate pricing detail to be informative / useful?					
b)	What is the change order history of the firm on similar projects?					
c)	If savings are realized during construction, what percentage of those savings is returned to the University? 100? Less?					
d)	How does the CMAR firm account for work sub's excluded from their bids?					
e)	What is the firm's concept for the disposition of any unused contingency included in the project cost? 100% to the University? Less?					
<b>Cost Issues Score</b>						
<b>Cost Issues Weighted Score</b>						

	<b>4. GENERAL INFORMATION 15%</b>	<b>Builder A</b>	<b>Builder B</b>	<b>Builder C</b>	<b>Builder D</b>	<b>Builder E</b>
1)	The relevant experience of the offerer.					
2)	The past performance of the offerer.					
3)	The offerer's safety record.					
4)	The offerer's methodology for the project.					
5)	The offerer's acceptance of the proposed contract terms.					
a)	How long has the firm been in business providing the type of services sought after?					
b)	Does the firm's organizational structure, licensing and financial information indicate that the firm is capable of undertaking the projects?					
c)	Do the personnel proposed for the projects appear to have the appropriate experience, capabilities?					
d)	Did the references listed (owner's) have a favorable experience with the organization? Would they work with them again? How comparable was their project to the University's projects?					
e)	Are AIA Document A121/CMc-AGC Document 565 1991 Edition, AIA 201 General Conditions 1997 Edition, and State's 2005 Uniform General Conditions acceptable?					
f)	What is the vendor's safety record?					
g)	Is there an office within three hours driving distance from Wichita Falls?					
h)	Proposed project management organization?					
i)	Will there be a full time Superintendent?					
	<b>Subtotal</b>					

		Builder A	Builder B	Builder C	Builder D	Builder E
	<b>Average General Information Score</b>					
	<b>Average General Information Weighted Score</b>					
	<b>TOTAL SCORE (Sheets 1-3)</b>					
	<b>RANK</b>					

# APPENDIX B

## PROPOSAL TABULATION FORM

Complete the following form, including specific fees, project reimbursable field staff cost and General Conditions.

Please provide a response for **all line items**.

Please provide job title descriptions and cost for all proposed Field Office Staff with where identified by "**Defined by Respondent**." You may add additional lines for staff if necessary.

Please indicate "**N/A**" (**not applicable**) for any items that, in your opinion, do not apply to this project.

Please indicate with a "**\$0.00**" (**zero**) for any items that are included in your fee and will not be billed as General Conditions.

If cost for a line item is included in another line item, reference that line item. Example: "**Included in Line 6**"

The following items are to be **included in your "Fee"** (Item #1) rather than as General Conditions:

- Field office staff bonuses
- Off-site staff costs (Per diem costs related to out of town personnel working on this project are to be included in this fee, NOT part of the General Conditions.)
- Vehicle mileage to the project site for field office staff, including fuel
- All vehicle rental, fuel, and insurance costs
- Personal computers/computer charges
- Mobile or two-way communication devices
- Vehicle rental, repair, insurance, and maintenance
- Project scheduling services (except for time of field office staff)
- Project accounting services (except for time of field office staff)
- All perks paid to employees
- All organizational dues (e.g. "A.G.C." membership dues)
- Any staff salary increases not included in the Proposal Tabulation Form
- Any additional staffing costs exceeding the budgets shown in the Proposal Tabulation Form not pre-approved by Midwestern State University

The following items are to be **included in the General Conditions to the contract (Item #27):**

Include unit pricing for each of these items as part of your submission. (Some of the items such as office supplies, equipment rental/purchase, etc. can be lumped together as one cost based on your firm's experience with \$4.0 MM CCL projects. Be sure to identify what items are lumped together in this one cost. You are encouraged to minimize how many items are combined into this one number; unit cost pricing for as many of the listed items as possible is preferred.)

- Superintendent @ \_\_\_\_\_ Dollars/Month for 19 months
- Assistant Superintendent @ \_\_\_\_\_ Dollars/Month for 10 months (two 5 month periods where they are full time during each of these periods)
- Field Engineer @ \_\_\_\_\_ Dollars/Month for 10 months (two 5 month periods where they are full time during each of these periods)
- Permits (Note: City permitting is not required on state property.)
- Mobilize
- De-Mobilize
- Professional Surveyor
- Field Office w/ Meeting room for 8 people
- Field Office Furnishings
- Office Supplies
- Field Office Maintenance and Repair
- Copier and Supplies
- Storage
- Project Sign
- Construction Fence – Install/Remove (Provide allowance of 500 LF with 2 sets of gates)
- Construction Fence – Maintain
- General Clean-up – Laborer @ \_\_\_\_\_ Dollars/Month
- Clean-up Finish Areas
- Clean-up Site/Paving and Walks
- Dumpsters – Allowance of 5 loads
- Monthly Toilets – Min of 1
- Monthly Telephone – 1 Phone, 1 Fax
- Small Equipment Rental
- Small Equipment Purchase
- Small Tools Purchase
- Record Drawings

- Costs to update Construction Documents to incorporate Addenda and cost items
- Close-out Manuals
- OSHA Requirements
- Project Manager @ \_\_\_\_\_ Dollars/Month for 19 months, assuming they spend no more than 10% of their time per month on average. (Dollar amount is the amount Owner will be billed each month for Project Manager.)
- **The General Conditions should assume the project will require (i) a part time Project Manager (10%), (ii) full time Superintendent for 19 months, and (iii) a part time Field Engineer OR an Assistant Superintendent, but not both (two 5 month periods where they are on site 100% of their time). These numbers are necessary to ensure each company is providing a TOTAL cost in a similar manner.**
- Any other costs the Contractor deems necessary to complete the project in its entirety.

Provide any additional General Condition cost item **not identified** that you feel as necessary for the work on lines 25 and 26. You may add additional lines if necessary.

**Costs shall be based on a 19 month long construction project (plus ~9 months for CMAR bidding and construction preparation).**

Based on your firm's experience with \$4 MM CCL projects with similar challenging scheduling requirements with occupied buildings, provide a recommendation for the number of personnel required for this project and the percentage of time they will be assigned to this project if it is different from the requested labor amounts above.

**PROPOSAL TABULATION FORM for CONSTRUCTION MANAGER AT-RISK SERVICES**

Item #	<p align="center"><b>SUMMARY (Items 1-6)</b></p> <p align="center">Item/Description - Fees</p>	Vendor Response
1.	<b>Pre-Construction Fee</b>	\$
2.	<b>Construction Services Percentage:</b>	%
	<p align="center"> <b>X \$ 3,947,118</b>                      _____                      ( Insert Budget Amount Here )                 </p> <p align="center"><b>Insert Extended Fee = % x Budget Amount:</b></p>	\$
3.	<b>Field &amp; Office Staff ( From line 15 below = Sum of items 7-14 ):</b>	\$
4.	<b>General Conditions ( From line 27 below = Sum of items 17-26 )</b>	\$
5.	<b>Total Cost = ( Pre-Construction + Construction Services + Field &amp; Office Staff + General Conditions; Sum of items 1, 2, 3, and 4 above ) =</b>	\$
6.	<b>Identify the following:</b> <b>CMAR recommended contingency percent for each phase.</b>	%
<p><b>DETAILS FOR ABOVE ITEMS:</b></p> <p><b>Onsite Field Office Staff (summarized in #3 above)</b></p> <p align="center"><b>include all overhead and multipliers within each line where applicable for a 19 month long project:</b></p>		
7.	Project Manager	
8.	Superintendent	
9.	Assistant Superintendent OR Field Engineer, two 5 month full time periods (circle the personnel's title you will use)	
10.	Other Field Office Staff – Defined by Respondent	
11.	Other Field Office Staff – Defined by Respondent	

Item #	Item/Description - Fees		Vendor Response
12.	Other Field Office Staff – Defined by Respondent		
13.	Other Field Office Staff – Defined by Respondent		
14.	Other – Expenses of Home office to pass to project Identify each expense anticipated and dollar amount of each.		
15.	<b>Sub-total – On-site Field Office Staff</b>		
16.	Percentage of time personnel dedicated to this project:	Project Manager:	10
		Superintendent:	100
<b>General Conditions (summarized in #4 above)</b>			
17.	<i>Item NOT used – ignore this line</i>		-----
18.	All Risk Builder's Insurance (% & \$)		
19.	General Commercial Liability Insurance (% & \$)		
20.	All Other Insurance in Addition to CGL Required		
21.	Travel (Note: travel related to managing the project is considered part of the Construction Services Fee, NOT the General Conditions.)		
22.	Contractor Performance and Payment Bond: (% & \$)		
23.	Contractor Liability Insurance: (% & \$)		
24.	ALL items identified in Appendix B (pages 27-29) as General Conditions costs that are not listed above:		
25.	Other – Please specify below:		
26.	Other – Please specify below:		
27.	<b>Total - General Conditions: (\$)</b>		

<b>Item #</b>	<b>Item/Description - Fees</b>	<b>Vendor Response</b>
<b>28.</b>	Insurance Rate Modifier (%)	
<b>29.</b>	Amount of Commercial General Liability (\$)	

# APPENDIX C VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

<b>REFERENCE ONE</b>
----------------------

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

<b>REFERENCE TWO</b>
----------------------

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

<b>REFERENCE THREE</b>
------------------------

Government/Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

# APPENDIX D MEP FIRM REFERENCES

Please list three (3) references of MEP Firms who provide designs that your company managed as a CMAR. The University prefers firms of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

## REFERENCE ONE

MEP Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

## REFERENCE TWO

MEP Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

## REFERENCE THREE

MEP Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person and Title: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Contract Period: \_\_\_\_\_ Scope of Work: \_\_\_\_\_

# APPENDIX E AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, a Notary Public in and for the State of \_\_\_\_\_,  
on this day personally appeared \_\_\_\_\_

who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by \_\_\_\_\_  
hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ day of \_\_\_\_\_,  
20 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_.