Reeves County Emergency Services District Nos. 1 & 2

Request for Proposals for Construction Manager At-Risk Services



Station No. 4 Fire, EMS and Public Safety Training Facility

Proposals Due: 3:00 p.m. December 12, 2023 Reeves County Emergency Services District Nos. 1 & 2

REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER-AT-RISK SERVICES

Pursuant to the provisions of Texas Government Code, Chapter 2269, Subchapter F, as amended, it is the intention of the Reeves County Emergency Services District Nos. 1 & 2 (the "Districts") to select, via the one-step Request for Proposal ("RFP") process, a Construction Manager-at-Risk for the construction of the project described herein. Persons or entities submitting proposals are referred to herein as Offeror(s).

Proposals are to include the information requested in Section II of this RFP in the sequence and format prescribed. In addition to and separate from the requested information, Offerors submitting proposals may provide supplementary materials further describing their capabilities and experience. Offerors shall submit one (1) original and five (5) copies, a flash drive containing the Proposal, and one electronic copy via email on or before the bid due date. If the PDF attachment exceeds 20MB, provide a downloadable link in the body of the email to access the files. It is the offeror's responsibility to ensure that the required PDF files are received per requirements of the RFP.

PROPOSAL TIMELINE:

November 20, 2023 RFP publicly advertised

December 5, 2023 Deadline for Submitting Questions (Addendum issued if necessary)

PROPOSALS MUST BE RECEIVED NO LATER THAN 3:00 P.M., local time, on December 12, 2023

Any proposal received after such time will not be considered and will be returned unopened. Proposals will be received by:

Owner: Reeves County Emergency Services District Nos. 1 & 2

Proposal envelopes must be plainly marked on the outside with the Offeror's name and address and the following:

SEALED CMAR PROPOSAL - DO NOT OPEN DUE AT 3:00 P.M., December 12, 2023

1.) Bids will be submitted to:

Elizabeth Heisey Chief Financial Officer RCESD Nos. 1 & 2 2269 Ocotillo Drive Pecos, Texas 79772 Email: eheisey@RCESD.ORG

Ph: 432-755-6235

2.) One (1) original and five (5) copies, and a flash drive containing the Proposal delivered on or before the bid due date, and one electronic copy via email on or before the bid due date. If the PDF attachment exceeds 20MB, provide a downloadable link in the body of the email to access the files. It is the offeror's responsibility to ensure that the required PDF files are received per requirements of the RFP.

3.) Questions regarding this proposal shall be directed to:

Owner's Project Manager:

AG|CM Inc. Renard Celestin 3200 Wilcrest Drive #100 Houston, TX 77042

Email: rcelestin@agcm.com

Ph: (832) 258-8932

Following the deadline for receipt, the Districts staff will receive, publicly open, and read aloud the names of the Offerors. A separate sealed envelope within the proposal should contain all fees and prices stated as a part of the proposal (See Proposal Form). Within forty-five (45) days following the date of the opening, the Districts staff will evaluate and rank each proposal submitted in relation to the selection criteria set forth herein. The Districts may also request additional information from Offerors at any time prior to final ranking of Offerors. The Districts may select all, some or none of the Offerors for interviews. Interviews with Offerors, if any, will not be scored separately from the proposal, but may result in an adjustment in score. A recommendation will be made to the Boards of Commissioners of the Districts as to the ranking of the proposals.

Following the Districts ranking of the Offerors based on the published selection criteria, the Districts will attempt to negotiate an agreement with the Offeror that offers the best value to the Districts. If the Districts are unable to negotiate an agreement with the selected Offeror, the Districts shall, formally and in writing, end negotiations with that Offeror and begin the negotiation process with the next ranked Offeror in the order of selection ranking until a contract is reached or negotiations with all ranked Offerors end.

Pursuant to Texas Government Code, Sections 2269.055 and 2269.056, the Districts will rank the proposals based on the following criteria and relative weights:

| WEIGHT | CRITERIA |
|--------|--|
| 25% | Price |
| 35% | Offeror's experience and reputation |
| 5% | Offeror's safety record |
| 10% | Offeror's proposed personnel |
| 25% | Whether the offeror's financial capability is appropriate to the |
| | size and scope of the project |

All responses in the proposals may be used to rank Offerors based on the criteria. The Districts reserve the right to verify the accuracy and completeness of all responses by utilizing any information available to the Districts without regard to whether such information appears in a Proposal.

By submitting a Proposal, each Offeror agrees to waive any claim it has or may have against the Districts, the Architect, and their respective commissioners, directors, agents, consultants and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any proposal; waiver of any requirements under the proposal documents; acceptance or rejection of any proposal; and award of a contract.

The Districts shall have no contractual obligation to any Offeror, nor will any Offeror have any property interest or other right in the contract or work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have been fulfilled by the Offeror.

I. SCOPE OF WORK, FORM OF CONTRACT

- **A.** Construction of Station No. 4 (the "North Pecos Station") and Training Facility (the "Project"). The description of the work, budget and projected schedule for construction for each phase of the Project is attached as Exhibit A.
- **B.** Form of Contract. The basis for the contract between the Districts and the Construction Manager shall be the "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 A133-2019 ("Agreement"). A copy of the form of Agreement, is attached as Exhibit B. The basis of the General Conditions shall be the General Conditions of the Contract for Construction, AIA Document A201-2017, the form of which is attached as Exhibit C. Exhibits B and C are collectively referred to as the "Contract Documents." Allowable General Conditions Line Items of the Contract are attached as Exhibit D. Any revisions to the Agreement shall be negotiated after the proposal has been accepted by the Districts. Any necessary statutory verifications or other required language or forms will be included in the Agreement.
- C. Scope of Construction Manager's Services. The Construction Manager will act on behalf of the Owner in a relationship of trust and confidence as required by the Agreement and will work with the Architect, Owner's Consultant and any other member of the design consultant team, using its skill and judgment to further the interests of the Owner during design.

The Construction Manager will provide preconstruction services which may include any or all of the following as needed: project planning assistance; advice regarding construction phasing and scheduling that minimizes interruption to operations; detailed milestone cost estimating and knowledge of market conditions; project planning assistance; consultation and recommendations regarding construction phasing and scheduling that assures timely completion of individual projects; recommendations regarding ways to gain efficiencies in project delivery; analysis of and assistance with initiation of procurement of long-lead items; support the Owner's

goal for quality, safety, and conservation elements; and ultimately provide a Construction Manager's Guaranteed Maximum Price (GMP) proposal for the Project.

During the Construction Phase, the Construction Manager will generally be responsible for construction means and methods to meet the project goals, shall facilitate work coordination and construction activities; shall maintain a master schedule and conduct conferences and meetings with trade contractors, Architect, Owner, Owner's Consultant, and/or other interest parties; will record the progress of the Project; develop a system of cost control for the Work and will be expected to follow all requirements of Texas Government Code Section 2269.255 and contract requirements in connection with procuring contract services for completion of the Project.

Additional and more detailed information regarding the Scope of Services is contained in the proposed form of Contract Documents attached hereto as Exhibits B and C.

D. Liquidated Damages & Early Completion Bonus. If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Construction Manager and the Construction Manager's surety, as liquidated damages and not as a penalty, the following per diem amounts commencing upon the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work: TWO THOUSAND FIVE HUNDRED DOLLARS per day (\$2,500.00). Liquidated damages will be used based upon the owner's desired duration of FOUR HUNDRED AND FIFTY days (450 days), from the date the Notice to Proceed ("NTP") is provided to the Contractor to Substantial Completion.

Early Completion Bonus.

The Early Completion Bonus will be awarded based upon the number of calendar days prior to the owner's scheduled desired duration of FOUR HUNDRED AND FIFTY calendar days (450 days), from the date the NTP is provided to the Contractor to Substantial Completion. The Early Completion Bonus amount of TWO THOUSAND FIVE HUNDRED DOLLARS per day (\$2,500.00). but shall be limited to 30 days to total SEVENTY-FIVE THOUSAND DOLLARS (\$75,000 max.) Substantial Completion.

E. The Offerors, or any agent or representative of Offerors, shall not undertake any activities or actions to promote or advertise their qualifications or Proposal to any Commissioner or staff member of the Districts, except as specifically requested in writing by the District, at any time between the date of submission of the RFP and the date of award of an Agreement by the Districts. This restriction extends to "thank you" letters, phone calls, texts, emails, and any contact that results in the direct or indirect discussion of the RFP and/or proposal submitted by Offerors.

II. INFORMATION TO BE PROVIDED BY OFFERORS

Please provide the following information concerning your firm:

A. Offeror Information

- 1. Name of Firm
- 2. Business Address
- 3. Telephone Number
- 4. Fax Number
- 5. Type of Organization (Individual, Partnership, Corporation, Association)
- 6. Number of Permanent Employees. (Employees hired for the duration of a specific project or under a fixed-term contract are not considered permanent employees for purposes of this proposal).
 - i. Home Office
 - ii. Field
- 7. Primary Contact Person for District inquiries
- 8. Main Office Location (if different than above)
- 9. Describe and substantial changes in ownership of your firm during the past five (5) years.
- 10. How many years has your firm operated under its current form of business organization?
- 11. List all professional or industry organizations in which your firm or its principals are members.
- 12. In order to assist the Districts in determining whether there exist any conflicts of interest, please describe any business or family relationships between any Districts and:
 - i. your firm;
 - ii. any principal of your firm;
 - iii. any subcontractor you are considering using to perform any portion of the project work; or,
 - iv. any principal of such subcontractor.

B. Personnel Information

Provide brief resumes (2-page limit) for the persons listed below:

- **1.** Principals/Corporate Officers:
 - i. President
 - ii. Vice President
 - iii. Partners
- 2. Project Management Candidates (Provide 1-page summary of prepared team with their high-level details, and specific previous experience with both West Texas projects and previous ESD experience)
 - i. Project Manager

- ii. Superintendent
- iii. Additional Support Staff (if necessary)

Provide a list of the principal duties and responsibilities you anticipate assigning to the Project Manager and to the Superintendent.

C. ESD and/or Emergency Services (Fire/EMS) Projects

List all ESD and Emergency Services (Fire/EMS) building projects your firm has completed within the past ten (10) years, and for each project list:

- 1. Project Owner
- 2. Brief description of the project
- 3. Client, Client Contact Person, and Telephone Number
- 4. Date Construction Completed
- 5. Managing Principal
- 6. Project Architect or Engineer

For the ten (10) largest projects please also provide the following information:

- 7. Original contract amount
- 8. Final contract amount
- 9. Number of change orders
- 10. Method of Procurement/Award

D. West Texas Area Non-Emergency Services District Projects

List all West Texas Area major non-ESD building projects your firm has completed within the past five (5) years, and for each project list:

- 1. Name and location of the project
- 2. Brief description of the project
- 2. Client, Client Contact, and telephone number
- 3. Final Contract Amount
- 4. Date Construction Completed
- 5. Managing Principal
- 6. Project Architect or Engineer

E. Organization

1 Describe the most common problem or challenge which you have encountered in West Texas Projects construction and your method for addressing the issue. (Maximum 2 page).

- 2. Describe your firm's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. (Maximum 2 page).
- 3. Explain in detail how your firm will handle warranty issues.
- 4. List the classifications of work or trades which you anticipate performing with inhouse forces.
 - 5. Describe your philosophy on and approach to the use of the project's contingency.

F. Claims and Litigation

- 1. Identify any claims, lawsuits, mediation or arbitration proceedings, if any, brought against your firm within the last five (5) years.
- 2. Describe all instances in which your firm was unable to complete the work under a contract.
- 3. Identify any judgments, claims arbitration proceedings or suits pending or outstanding against your firm or its officers.
- 4. Identify any lawsuits filed, mediation or arbitration requested by your firm with respect to construction contracts of your firm.

G. Current Workload

Provide the following information for the five (5) largest projects you currently have under contract:

- 1. Project Name
- 2. Location
- 3. Owner
- 4. Architect
- 5. Current Contract Amount
- 6. Percent Complete
- 7. Specified Contract Completion Date

H. Financial Information

- 1. Total amount of work performed as general contractor for each of the past five (5) years.
- 2. Bonding Capacity
 - i. Per Project
 - ii. Aggregate

- 3. Bank reference(s)
 - i. Individual, Title
 - ii. Name of Bank
 - iii. Address
 - iv. Telephone
- 4. Bonding Company reference(s)
 - i. Individual, Title
 - ii. Name of Bank
 - iii. Address
 - iv. Telephone
- 5. Dunn & Bradstreet rating, if available
- 6. Safety Rating: Experience Modification Rate.
- I. Provide any comments or requested changes to the form of Contract Documents and include an explanation for the change, otherwise Offeror will be deemed to have accepted the form of the Contract Documents.
- J. Provide a statement in your response that Offeror can meet the insurance and Bonding Requirements as specified in the Contract Documents.

PROPOSAL FORM (Sealed Separately Within Sealed Proposal)

| Address | : : |
|-----------------|---|
| | |
| Phone: | |
| Fax: | |
| Having fees and | examined the Request for Proposal, the following is a breakdown of all process. |
| 1000 00110 | |
| | ROPOSAL |
| | ROPOSAL |
| FEE PI | ROPOSAL (%): |
| FEE PI | |

3.) The amount of General Contractor's "General Conditions Costs"

The "General Conditions Costs" include the total cost to the project for all items listed below, as well as any other "General Conditions Costs" for any other similar items the Contractor will require to perform the work, all of which are to be provided by the Contractor at their sole expense in exchange for the sum stated above.

a. Wages and salaries of contractor's personnel dedicated to the project including, without limitation, each of the following: (fill in by hand):

| | | | Raw Labor | | | | |
|---|------------|---------------------------|-------------------|----------------|----------------------|----------|--|
| Role | Name | Cost | Benefit Factor | % of Time | # of Weeks involved: | Subtotal | |
| Executive/Partner in Charge | | /week + | | | | | |
| Senior Project Manager | | /week + | | | | | |
| Superintendent (Full-time/100% Dedicated Required) | | /week + | | 100 | | | |
| Assist. Superintendent (Full-time/100% Dedicated Required) | | /week + | | 100 | | | |
| Coordinator (if Nec.) | | /week + | | | | | |
| Other (if Nec.) | | /week + | | | | | |
| Other (if Nec.) | | /week + | | | | | |
| | a. Temp | orary Fire Extinguisher | and Safety Equ | uipment / Lab | oor; | | |
| | b. Field I | Project Office / Porta-po | otties / Equipme | ent / Supplies | ; | | |
| | c. Expre | ss Delivery / Courier S | Services / Parkir | ıg; | | | |
| | d. Bluep | rints; | | | | | |
| | e. Intern | et, Telephone, and Fax | x Services; | | | | |
| | f. Builde | er's Risk Insurance (red | quired & based | upon \$14,50 | 0,000) | | |
| | g. Liabili | ty (General and Exces | s) Insurance (ba | ased \$14,500 | 0,000) | | |
| | h. Daily | Construction Clean Up | (Labor, Materia | al & Equipme | ent) | | |
| | i. Buildi | ng Permit Costs (base | d upon \$14,500 | (000, | | | |

| j. | Final Clean | NIC - (Project Cost) |
|---------------------------------|--|----------------------|
| k a | Post Construction Activities related to any subcontractor Warranties and punch list work; | |
| I. | All costs related to; Travel, Temp. Housing, Relocation, etc: | |
| | All other general construction costs for which contractor expects to be aid, including without limitation those permitted by the AIA-A201 standard ontract language; | |
| | General Conditions Grand Total: | |
| | | |
| (i | f Delayed) Fixed Additional General Conditions per Week: | (per week) |
| Fixed Change Order Mark-up Rate | % (inclusive of; Fee, Overhead, Profit, Builders Risk and Liability Insurance, Bonds, etc.): | 0/0 |

| B. | ADDENDA |
|----|--|
| | Undersigned acknowledges receipt of Addenda Nos.: |
| c. | CONSTRUCTION MANAGER'S PERSONNEL |
| | Offeror agrees to employ the following individuals for the entire duration of the Work at the ions indicated, and agrees not to remove them from the Work nor replace them with others |

| Senior Project Manager: | |
|---------------------------|--|
| Project Superintendent: | |
| Assistant Superintendent: | |

D. REPRESENTATIONS

except as approved in writing by Owner:

By execution and submission of this Proposal, the Offeror hereby agrees, represents and warrants to Owner as follows:

- 1. Offeror will hold Proposal open for acceptance for ninety (90) days.
- 2. Offer accepts Owner's right to reject any or all Proposals, to waive formalities and to accept the Proposal which Owner considers most advantageous.
- 3. By signing this Proposal Form, the undersigned on behalf of the Offeror affirms that, to the best of his knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents in the award of this Proposal.
- 4. All contingencies and savings shall be returned one hundred percent (100%) to the Owner.
- 5. Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
- 6. Offeror has carefully inspected the Project site, and that from the Offeror's own

investigation, the Offeror has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offeror's site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.

- 7. The Contractor shall be responsible for the prevailing wage rates in accordance to the Davis Bacon Act.
- 8. All information submitted by the Offeror to the Districts in response to this RFP is true and correct. The Districts or any authorized representative of the Districts, is authorized by the undersigned to contact any firm, institution, or person to obtain information about our firm's services, financial condition, and any other information which Districts might determine desirable.
- 9. To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Architect, and their respective commissioners, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of a Contract.
- 10. The Project will be undertaken in accordance with the applicable provisions Chapter 775, Texas Health & Safety Code and Chapter 2269, Subchapter D, Texas Government Code.
- 11. The Offeror is required to complete and submit Forms 1295 for each District along with the Proposal.
- **E. CONFLICT OF INTEREST QUESTIONNAIRES.** Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the Districts shall file a completed Conflict of Interest Questionnaires (CIQs) with the Districts. Complete, sign and submit the CIQs as part of your Proposal. The CIQ is available from the Texas Ethics Commission at www.ethics.state.tx.us.

| (Signature) | |
|--------------------------|--|
| | |
| | |
| (Offeror's Printed Name) | |
| , | |
| | |
| | |
| (Date) | |

EXHIBIT A

PROJECT DESCRIPTION, SCHEDULE AND TIMELINES

PROJECT DESCRIPTION:

Site General Location: Highway 285 & CR 403

Legal Description of Land:

Lot Two (2), Block 1, of the TITAN TOWERS SUBDIVISION, being a Subdivision out of the Northeast Part of Section 68, Block 4, H&GN RR Co. Survey, Reeves County, Texas, and as described in plat recorded in Volume 7, Page 62 of the Plat Records of Reeves County, Texas and in Instrument No. 20230044616 of the Official Public Records of Reeves County, Texas.

Current Project Scope: (See Schematic Drawings attached below for more details) Construction will consist of site improvements, utilities, and the construction of 3 stand-alone buildings;

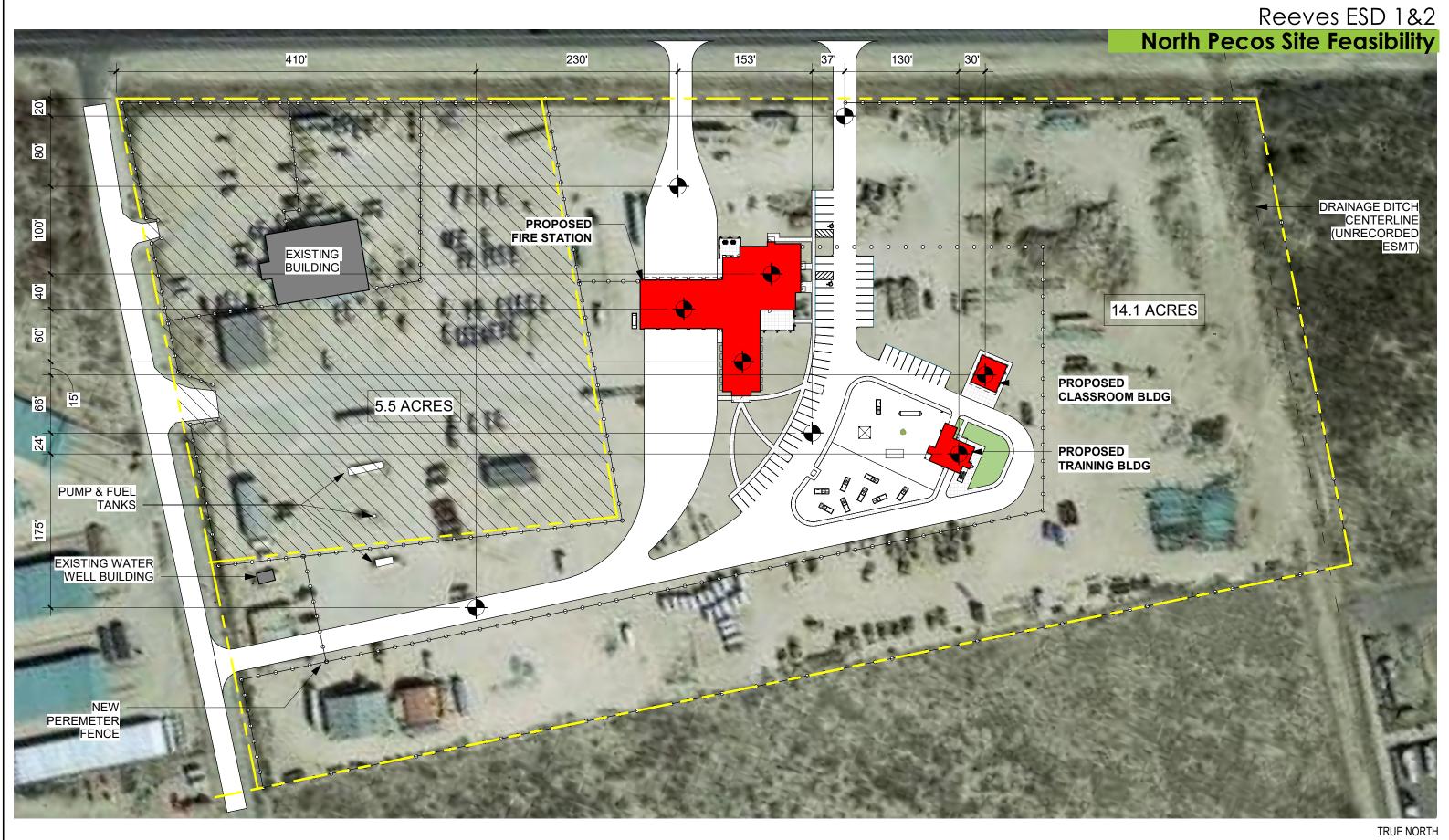
- 1.) Construction of a new single story Fire Station with a building footprint of 16,643 square feet,
- 2.) Construction of a 4 story 3,681 square foot training tower,
- 3.) Construction of a single story classroom building that is 1,014 square feet.

Owner Schedule Milestones:

- a. DDs complete: 1/8/24
- b. CMAR NTP/Executed received by: 1/12/24
- c. CMAR 100% DD's Estimate complete: 1/27/24
- d. CMAR 50% CD's Estimate complete: 3/5/24
- e. CDs complete: 3/25/24
- f. Permit Received: 5/15/23
- g. Owner's Contract Desired Duration = 460 Days (includes 10 weather delay days)
 - i. CMAR GMP Exhibit Executed or NTP: 6/3/24
 - ii. Construction Kick-off Meeting: 7/16/24
 - iii. Substantial Completion:9/5/25
 - iv. Final Completion: 10/5/25

Total Construction Budget: \$14,500,000 (including 5% CMAR held contingency)

Schematic Drawings: (See the following 6 pages)





OVERALL SITE PLAN

SCALE: 1" = 100'-0" 08.30.2023





ENLARGED SITE PLAN

SCALE: 1" = 50'-0"

08.30.2023

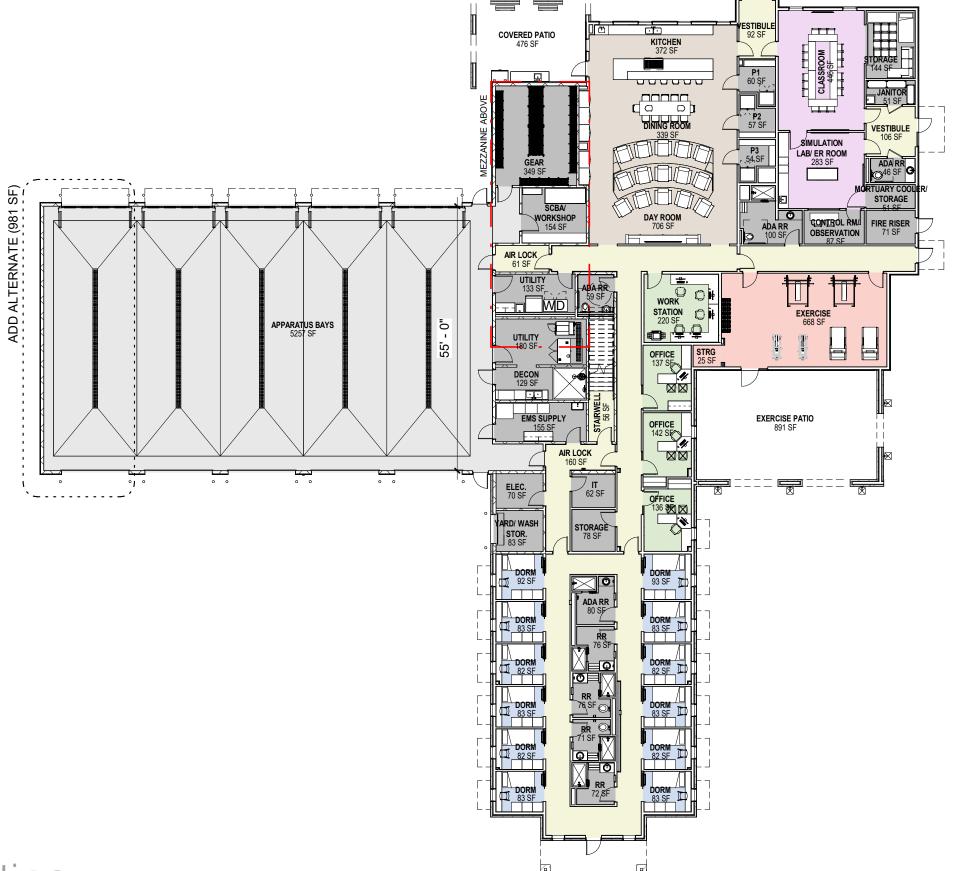


Reeves ESD 1&2

North Pecos Site Feasibility

BUILDING AREA:

LEVEL 1: 15,514 SF <u>MEZZANINE</u>: 1,129 SF **TOTAL**: **16,643 SF**



FIRST FLOOR PLAN

SCALE: 1" = 20'-0"

05.05.2023

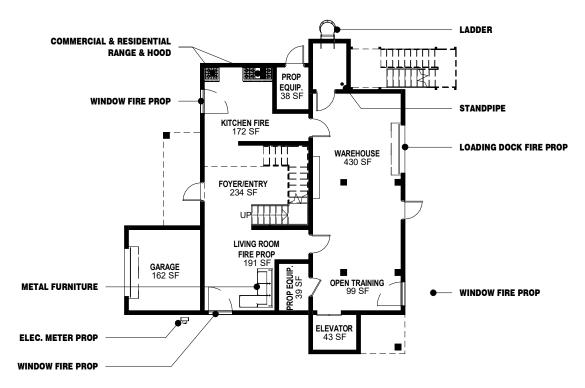
TRUE NORTH

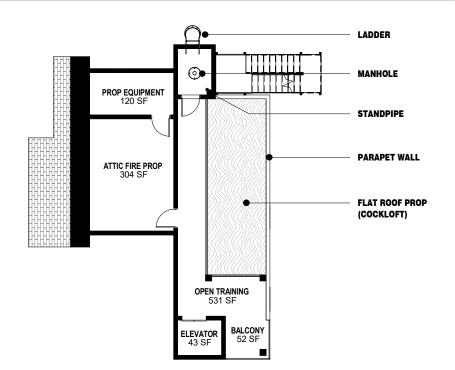


Martinez ARCHITECTS

Reeves - Training Tower

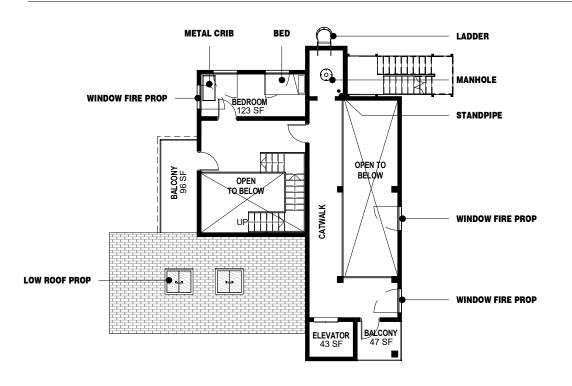
LEVEL 1 Area: 1,653 sf



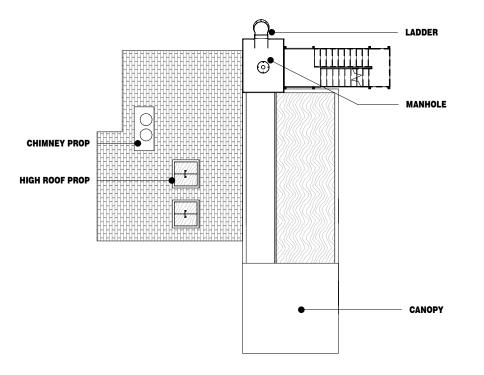


Area: 1,260 sf

LEVEL 2 Area: 706 sf



ROOF Area: 62 sf



TRAINING TOWER FLOOR PLANS

SCALE: 1/16" = 1'-0"

11.04.2022

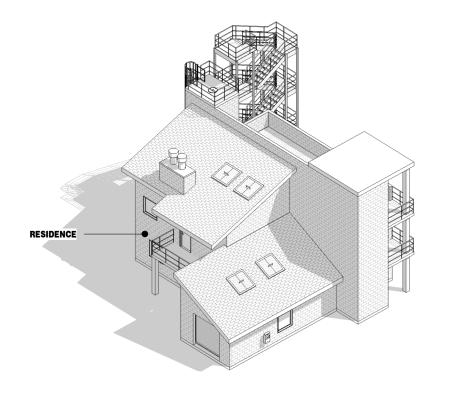
TRUE NORTH

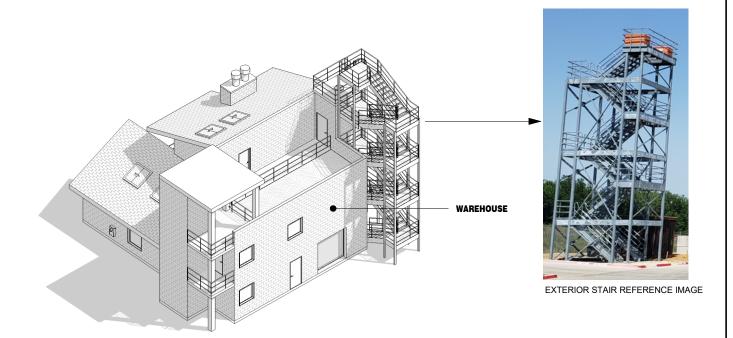


LEVEL 3

Reeves Co. ESD 1&2 Reeves - Training Tower

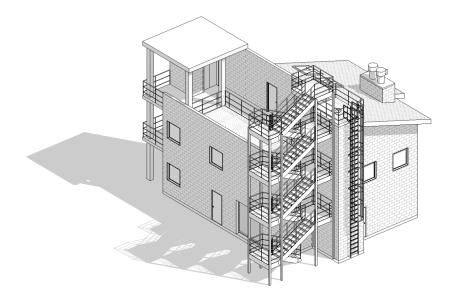
2. SOUTH EAST



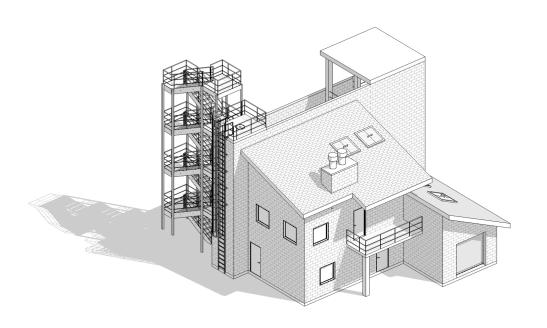


3. NORTH EAST

1. SOUTH WEST



4. NORTH WEST





Reeves Co. ESD 1&2

North Pecos Site Feasibility

BUILDING AREA: 1,014 SF

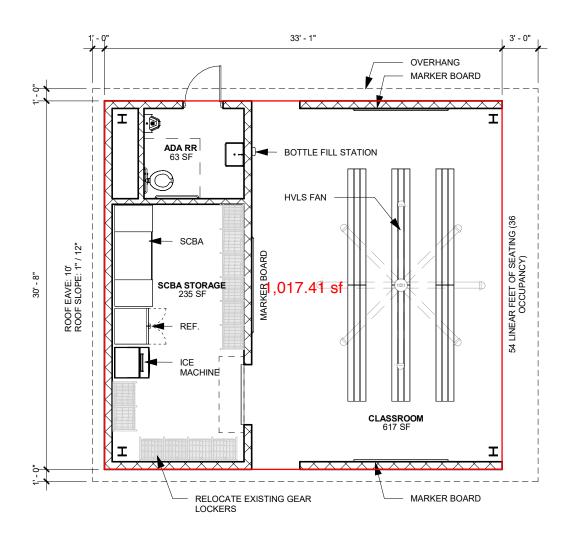






EXHIBIT B

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 A133-2019

EXHIBIT C

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, AIA DOCUMENT A201-2017

EXHIBIT D

GENERAL CONDITIONS WORK

The following work is included in general conditions work compensated under Section A.2 of the Proposal form:

1. LABOR COSTS

- 1.1 Wages and salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site.
- 1.2 Wages and salaries of the Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.
- 1.3 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included under Sections 1.2 and 1.3.
- 2. MATERIAL AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS
- 2.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work.
- 2.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal.
- 2.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.
- 2.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and petty cash expenses of the site office.
- 2.5 Travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

3. MISCELLANEOUS COSTS

3.1 Costs of premiums for all insurance and bonds.

- 3.2 Fees of laboratories for tests required related to defective or nonconforming Work.
- 3.3 Costs for electronic equipment and software.
- 3.4 Deposits lost.
- 3.5 Legal, mediation and arbitration costs.
- 3.6 Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work.
- 3.7 Cost of repairing or correcting nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.

EXHIBIT D

PROJECT TEAM ROSTER

Owner's Project Manager:

AG|CM Inc. Renard Celestin Project Manager

Email: rcelestin@agcm.com Work mobile: (832) 258-8932

Construction Manager At-Risk: TDB

Architect:

Martinez Architect Justin Myers, AIA

MEP Engineer: TBD

Structural Engineer: TBD

Technology Consultant: TBD