



**City of Waxahachie Purchasing Services
Request for Proposal
Construction Manager at Risk (CMAR) Services
RFP# 2020-CMAR RFP-0001**

for

New City Hall Annex, Retail and Plaza
Waxahachie, Texas



December 16, 2020

**All responses shall be received no later than 2:00p.m. CST on
January 12, 2021**

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New City Hall Annex, Retail and Plaza
Request for Proposal
CMAR at Risk Services

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Project Description

Project Description

Overview

General Description. The project is a proposed new City Hall Annex to improve city service to the community and provide an improved and more efficient working environment for the city staff. The project is located on an approximate 1.1-acre site in historic downtown Waxahachie across South Rogers Street from the existing City Hall. The vision of the city and project is to provide a pedestrian/citizen friendly environment both the interior as well as the exterior surrounding environment. Being located in the Waxahachie Downtown Historic District, the exterior design must meet the standards in the Downtown Waxahachie Design Guidelines. The project site is of a size to allow the inclusion of a commercial retail component with plaza and a surface parking lot located behind the buildings. A pedestrian Arcade will connect the parking lot with South Rogers Street.

Exterior Orientation. The City Hall Annex, retail building and plaza will be oriented to express the primary entrance(s) on the east facing South Rogers Street. The surface parking lot will be to the west behind the buildings accessed by a drive on the south side of the property. The primary pedestrian circulation from the parking area to South Rogers Street and the building's primary entrance will be through an open-air arcade between the buildings.

Exterior Design. The exterior design of the new annex building will bring the downtown's historic character to this part of town in what can be referred to as the design as Romanesque Revival-respecting the context. The buildings and spaces will be designed to project an authentic historic appearance maintaining the massing and volumetric composition using a similar palette of materials. The character defining feature will be the exterior use of brick and stone masonry detailed in a manner similar to the Romanesque period. This approach will be achieved using oversized wall thickness, deep window and door setbacks and embellished with treatments that refer to a prominent historic public building. The buildings will primarily be constructed of modular brick veneer and stone but detailed in a manner that appears to be load-bearing masonry. The brick will be primarily running bond with colored mortar. There will be various bond and brick patterns and special shapes for detailing at arches, corbels, etc. Cut and cast stone classically designed embellishments will be integrated into the design including banding.

Interior. The design of the interior public spaces will also express a fresh interpretation of the historic style with a central rotunda and ornamental stair. The office spaces will have a similar historic character but with a complimentary contemporary furnishings and state of the art technology.

Sustainability. The City of Waxahachie desires to construct the new Annex Building with quality sustainable materials and an environmentally responsible. Efficient mechanical. Electrical and plumbing design will be specified to keep annual operating costs as low as possible.

Project Information

Project Location:

402 S Rogers St., Waxahachie, Texas

Project Specifics:

35,818 GSF

3 Story Annex (1st and 2nd floors finished out and 3rd floor shell)

1st Floor – 13,722 GSF

2nd Floor – 13,721 GSF

3rd Floor – 8,376 GSF

1 Story Retail Shell

1st Floor – 6,400 GSF

Public Plaza

Parking Lot – 90 Spaces

City Hall Annex Program includes Building and Community Services, Planning and Engineering, Utilities, Public Works, Assistant City Manager, Central Copy Room, Break Rooms, Conference Rooms, Central Cashier, and Public Toilet facilities.

Project Schedule:

- Request for Proposal Issued 12.16.20
- Request for Proposal Public Notice 12.19.20
- **Mandatory Pre-Proposal Conference (Zoom Format) 1.4.21 1:30PM CST**
- RFP Questions Deadline 1.6.21
- **Request for Proposal Response Due Date 1.12.21 2:00PM CST**
- CMAR Short List Interview Date (Actual Date TBD) 1.18.21 – 1.22.20
- CMAR Contract Approval/City Council 2.15.21
- Commence Construction June 2021
- Construction Duration June 2021 – August 2022
- Project Closeout September 2022

Project Team:

- Owner – City of Waxahachie
- Project Manager/Owner’s Representative - VMG
- Architecture/Interiors/Furniture – Architexas
- MEP Engineer/Security/Technology– MEPCE
- Structural Engineer – JQ
- Civil Engineering/Surveying – RLG
- Landscape Architect – Sloan Studio

Project Budget:

- Total Construction Budget is approximately \$13,500,000.

Project Scope

Project Scope

Scope of Services

Based on Proposal, the City of Waxahachie intends to select a CMAR (Construction Manager at Risk) that has the capabilities and proven track record to perform comprehensive CMAR services throughout all design and construction phases of this project.

The following are the activities to be performed as CMAR Services. Reference Attachment C - AIA A133-2009 and supporting Attachment E – GMP Amendment contract documents and Attachment D – General conditions (A201-2017) for complete scope requirements.

The following is a general list of tasks that are to be performed by the successful CMAR.

Construction Schedule Development

1. CMAR will provide critical information and assist in the development of a Master Construction Schedule. The project schedule will identify all critical milestones beginning with Mobilization and ending with Close-out. The schedule will identify any temporary construction/protection/utilities/temporary road & lane closures to support the adjacent facilities to remain in use and access during the construction process. Public and Franchise utility installations, relocations, cut over's, will be identified in the schedule.
2. The CMAR will update the Critical Path Schedule on a regular basis thru the entire duration of the project, including close-out and pinch list completion.

Document Constructability Review

1. The CMAR shall provide recommendations on the following.
 - a. Constructability
 - b. Availability and Forecast of materials and labor
 - c. COVID-19 impact to materials availability, lead times and cost, labor availability and cost
 - d. Qualified trades for specialized systems
 - e. Lead times for procurement, installation, and construction
 - f. Cost of alternative designs or materials
 - g. Owner's budget for the work
 - h. Possible Cost Reductions/Value Engineering
2. The CMAR will develop and maintain a Request for Information (RFI) Log. The log will be maintained and updated on a regular basis.
3. The CMAR will assist the Owner in connection with the Owner's responsibility for obtaining approval from any Authorities Having Jurisdiction (AHJ) for the project.

Design Budgetary Estimates, Bidding and Guaranteed Maximum Price (GMP)

1. The CMAR will provide complete estimates, bids, and updated estimates at each of the following design milestones based on the scope included in the issued documents, and associated narratives provided by the design team.
 - a. 100% Schematic Design
 - b. 100% Demolition, Earthwork/Civil, Underground Utilities/Civil, Foundation/Structural Design (Phase I Construction Proposal)
 - c. 100% Design Development
 - d. 30% Construction Documents (IGMP)
 - e. 100% Construction Documents/Permit Set (GMP, Phase II Construction Proposal)

2. Any Estimates provided will include the following. Each estimate will provide additional detail as the design packages progress.
 - a. General Conditions
 - b. General Requirements, etc.
 - c. Cost of Work
 - d. Contingency
 - e. Any other cost required to ensure a comprehensive and complete estimate/proposal to execute the project.

When the 100% Construction Documents are issued, the CMAR will develop a comprehensive Guaranteed Maximum Price (GMP) based on competitive bids (minimum of 3 bids) of all major subcontracts, suppliers, and vendors for approval by the owner.

3. CMAR is to coordinate participation with the City of Waxahachie in the Sub-contractor evaluation and process.

4. CMAR is to inform the City of Waxahachie if any of the estimates provided are not in alignment with the pre-established budget. Additionally, the CMAR will assist the owner and architect to make recommendations to align the estimate with the budget.

Value Engineering (VE) Process Management

1. The CMAR will provide a list of VE options along with every estimate provided. The CMAR will also include a corresponding value for each item listed. Once the IGMP and GMP is developed, the CM will assist the owner and architect in providing a detailed list of Value Engineering (VE) options and associated estimated credits. The CMAR shall participate as a project team member to help drive value for the owner thru this process. The CMAR will maintain a VE Log that will be updated regularly throughout the design and bidding process.

Coordination of Owner Sourced Contracts for Technology/Low Voltage, Furniture, Fixtures, and Equipment (FF & E)

1. The CMAR shall assist the owner in reviewing the Owner-Furnished Equipment and Furnishings procurement and installation schedule affecting the construction schedule.

Cash Flow Reporting and Analysis

1. The CMAR will submit a cash flow analysis for the overall construction project value for the duration of the project. The cash flow will reflect monthly billings for work in place, billings to date, and percentages complete monthly. The cash flow analysis will be updated monthly and submitted with each monthly Application for Payment.

Subcontractor/Vendor Solicitation

1. The CMAR will promote and generate interest of local and regional subcontractors, material suppliers, and other service providers. The CMAR will lead the development of a master list of vendors and subcontractors that have shown interest in submitting bid proposals for the project. The list will include pre-qualified trade partners that are professional and capable of performing the work. The selection should be based on the following.
 - a. Experience with similar projects (size and scope)
 - b. CMAR/Architect references
 - c. Projected workload during this project
 - d. Financial stability/Bonding capability
 - e. Historical quality of work
 - f. Qualified personnel (office/field)
 - g. Litigation history
 - h. Identification of local companies (DFW Metropolitan Area)
 - i. Historical experience with the CMAR on previous projects

The owner will review the proposed bidders list and advise the CMAR of its acceptance or rejection of the proposed firms.

Bid Packages

The selected CMAR will perform the following Construction Management at Risk services.

Preconstruction Services

- 1.1 Review 100% Schematic Design and prepare estimate of construction costs and schedule.
- 1.2 Review preliminary material specifications and design details. Advise on constructability, availability of materials, long lead times and alternate methods and/or materials. Assist in the preparation of a list of materials that are in Owner's best interest to purchase direct.
- 1.3 Prepare preliminary project schedule.
- 1.4 Quantify and demonstrate the impact on costs and schedule of each element value engineered.
- 1.5 Identify materials for pre-purchase and make recommendations on schedule and costs.
- 1.6 Based on revisions made to Schematic Design, update construction cost estimates as necessary to ensure the budget is maintained.
- 1.7 Develop and present recommendations for pre-qualification criteria for subcontractors.
- 1.8 Review site conditions and make suggestions on observations based on CMAR's experience with projects of similar size and scope.

Preconstruction Services During Design Development and Construction Documents

- 2.1 Review conceptual designs during development. Advise on construction feasibility, availability of materials, and time requirements.
- 2.2 Provide accurate cost estimating input from schematic design details to assist design team with budget sensitive design decisions. Provide an accurate cost estimate at 100% Design Development and 30% Construction Document stage.
- 2.3 Recommend in writing alternative methods/materials to enhance the schedule, reduce cost, and facilitate construction.
- 2.4 Prepare regularly updated schedule.
- 2.5 Provide quantity take-offs of owners furnished materials, if any.
- 2.6 Report on status of pre-purchased materials, if any.
- 2.7 Prepare and present updated detailed estimate of construction cost.
- 2.8 Prepare a schedule of Unit Prices that may be required in the performance of work. These will include: Description, Unit of Measurement, Price, and Name of Trade.
- 2.9 Interact proactively with design team to develop pre-bid value engineering alternates. Perform post-bid value engineering as required to meet budget objectives.
- 2.10 Finalize list of approved subcontract bidders. Prepare bid schedules and conduct pre-bid conferences.
- 2.11 Design firm will furnish one set of electronic drawings. All other printing costs should be included in CMAR's General Conditions.
- 2.12 Receive at least three (3) bids per trade. Prepare analysis of bids, outlining areas of qualification. Discuss recommendations of bids with Owner. Award Subcontracts/Purchase Orders.

Construction Services

- 3.1 Prepare a Construction Site Logistics Plan that includes staging, traffic barricades and management, construction parking, site entrances, laydown area, temporary storage containers, job trailer, construction fence, and portable restrooms.
- 3.2 Prepare and regularly maintain detailed critical path schedule of construction.
- 3.3 Closely supervise all work, ensuring adherence to specifications, quality standards, schedule, and costs.
- 3.4 Conduct weekly job-site meetings, create agendas, take minutes, highlight problems, or required decisions, and administer corrections as specified by the project team.
- 3.5 Prepare and administer subcontractor payments.
- 3.6 Manage all related reports, permits and inspections.
- 3.7 Coordinate City of Waxahachie's subcontractors and vendors.
- 3.8 Provide detailed pricing as may be requested for changes to the Scope of Work. The CMAR should promote competitive pricing of changes.
- 3.9 Manage all aspects of approved changes to the Scope of Work.
- 3.10 As directed by City of Waxahachie, CMAR shall coordinate receipt of and become responsible for proper storage and handling of materials furnished by the Owner.
- 3.11 In conjunction with the Architect and Owner, create a comprehensive punch list and cause the resolution of each deficiency within thirty (30) days after Substantial Completion.
- 3.12 Provide all documentation of guarantees, warranties, and operating manuals to Owner.

- 3.13 Note all field changes on plans for inclusion in as-builts. CMAR shall provide as-builts in .dwg, .dwf, Plan Grid, or Blue Beam format. Owner will determine final format.
- 3.14 Fully administrate and enforce CMAR's Safety Program, COVID-19 Protocol Plan and perform all obligations in accordance with applicable laws, rules and regulations including Federal Occupational, Safety and Health Act and the Americans with Disabilities Act, CDC, State and local AHJ COVID-19 requirements and guidelines

Proposal Submittal Guidelines

Proposal Submittal Guidelines

Response Format

All Request for Proposal (RFP) responses should be complete and contain the following information requested. All responses should be submitted in the following tabbed format.

Company Information

1. Location of headquarters and additional offices. Note any office(s) that will be providing project support and/or staff for this project.
2. Firm History
3. Provide any instances of project related formal mediation, arbitration, or litigation your company has been involved with during the last seven (7) years including the type of dispute, parties involved, issue, and cost.
4. Provide the maximum amount of insurance coverage your company carries for professional liability, general liability, builders risk, workman's compensation and pollution liability.
5. Provide your firms current bonding capacity on letterhead of the bonding company.

Experience

1. Provide the firm's annual volume for the last five (5) years. This volume should represent the volume of the office(s) directly supporting this project.
2. Provide the firm's percentage of City/Municipal public sector projects compared to the overall volume for each year during the last five (5) years.
3. List of all City/Municipal public sector related projects executed by the firm in the State of Texas for the last five (5) years.
4. Provide a minimum of three (3) City/Municipal public sector related projects that are most similar in size, scope that your firm has provided Construction Management at Risk services. Projects completed in the local/regional market is preferred. Provide the following information for each project.
 - a. Project and Owner name, address and contact information of personnel involved on the project.
 - b. Completion Date
 - c. Architect of Record contact information (firm, contact name, address, telephone, email) of person directly involved with the project.
 - d. Pre-construction services provided and duration.
 - e. CMAR's firms project team with roles and responsibilities.
 - f. Project Description and type (new, remodel, 1st generation shell finish-out, etc.)
 - g. Project size and description of scope of work.

- h. Images of completed projects.
- i. Construction Delivery Type (CMAR w/GMP, CSP, Design/Build, Design Bid/Build, etc.)
- j. Original Project Budget and Final Project Cost.
- k. Original Construction Schedule and actual project duration.

Approach and Methodology

1. Please describe your firm's view of construction industry changes in terms of costs, material lead times, and trade labor availability. Indicate the percent of cost escalations over the last year and project cost trends for the next year. Include COVID-19 current and projected impact to cost, material lead times, and trade labor availability.
2. Describe how your firm would assist City of Waxahachie in assuring the project will be delivered in the most value-conscious means possible.
3. Provide your methodology for cost estimating and subsequent cost validation including sample documents that supports your approach.
4. Provide your approach to managing construction contingency and recommended amount based on the project type and scope.
5. Provide your firms approach to reducing Construction Contingency through the phases of the project
6. Describe how your firm manages construction escalation and pricing in the current COVID-19 environment.
7. Describe in detail, your firms COVID-19 job site protocol, guidelines, enforcement, infection response plan, etc.
8. Provide your firms methodology for the Value Engineering process including supporting documentation. Provide actual executed project examples completed in the last 5 years.
9. Enclosed are concept plans of the project for your use and information.
10. Provide three (3) similar city/municipal public sector projects that showed your firms ability to provide unique and creative solutions that differentiates you from your competitors.
11. Please describe methodology your firm uses for dispute resolution.
12. Provide your firms methodology to Preconstruction Services (bid process, contractor participation, local contractor participation, etc.).
13. Provide your firm's staffing plan during all phases of the project engagement (Preconstruction, bidding, Phase I construction, Phase II construction, close-out, punch list, turn-over, and Day 2.)
14. Please describe your firm's approach for check out, testing, and commissioning of building systems. Provide actual executed project examples completed in the last 5 years.

- Describe how your firm differentiates itself from your competitors and how this brings value to the project and City of Waxahachie. Also provide the reasons your firm and team should be selected for this project.

Proposed Project Team

- Provide a proposed organization chart of the project team including their roles and responsibilities for this project (Pre-construction and Construction phases). Include the percent of time for each project team member is to be assigned to this project.
- Provide current resumes for each proposed team member that will be directly supporting this project.
- Provide a list of projects that reflect the proposed team experience working together on similar projects.

Proposed Fees

- Construction Management at Risk Services Fee.** This fee is to be a fee percentage based on the Owner approved Guaranteed Maximum Price to provide comprehensive construction phase services for the project described in this RFP and attached forms of agreement (Attachments C, D, and E)

The Cost of Work Times _____ **Percent (_____ %)**
 The CMAR Fee shall include items listed in Attachment B – noted as “in Fee”.

- Pre-Construction Services:** To complete all work associated with Section 2 Project Scope, on the basis of a lump sum amount:

Lump Sum Pre-Construction Services \$ _____ **\$(_____)**

- Contractor Reimbursable General Conditions:** Estimated Total General Conditions Cost based on Cost of Work \$ _____ (**\$ _____**) as itemized on Attachment "B". Note on Attachment "B" any exceptions that you take with the itemized list. Utilizing the Schedule of General Conditions/General Requirements/Cost of Work (Attachment B), and the CMAR’s knowledge of similar projects, provide an estimated cost for all labor, materials, and equipment to be included in the General Conditions cost of the project. Some items listed in the Schedule are not applicable and are to be identified as n/a.

- Cost of the Work:**
 City Hall Annex, Retail Building, and Plaza \$12,000,000
*(this budget is to be used as a basis for the **sub-contractor** cost of work)*

- Payment & Performance Bonds:** Please provide, as an alternate proposal, the cost to provide Payment and Performance bonds for this work. Additionally, indicate the name of your bonding agent including your current bonding capacity expressed in net available, current bond positions and total bonding capacity.

General Contractor’s P & P Bond Percentage of Cost (Alternate) \$ _____

6. **Subcontractor Bonds:** Please describe your company policy regarding subcontractor bonding requirements, if any. Indicate the mandatory nature of the bonding policy including contract thresholds for bond requirement and describe situations for waiving subcontractor bonds. Based on your corporate policy, please provide an estimate for subcontractor bond costs to be included in the Cost of Work, if any.

Subcontractor Bond Cost Estimate: \$ _____
Subcontractor Bond Rate Estimate: _____ Percent (_____ %)

7. **Subcontractor Default Insurance:** The owner is considering the requirement of Subcontractor Default Insurance in lieu of subcontractor bonding. Please provide the total cost to provide Subcontractor Default Insurance, which is included in the Cost of Work, if any. Also, please describe how the program would function, what entity is providing the insurance, how it would be administrated, deductible amounts, the method of billing actual cost for this program and potential dispensation of rebate savings at the conclusion of the warranty period. Please describe how deductible risk is included or not included in the cost the program.

Subcontractor Default Insurance Cost Estimate: \$ _____
Subcontractor Default Insurance Rate Estimate: _____ Percent (_____ %)

6. **Labor Burdens:** For estimating purposes, provide average percentage rates for payroll taxes, insurance, and benefits for salaried and hourly payroll costs. The burden rate established for this project should be representative of the actual costs of actual payroll, tax & insurance and benefits extended to the Contractor's employees. Labor burdens should not be a profit center and all labor burden components must be subject to an open book audit by Owner or its agents, to verify actual costs.

For purposes of defining PT&I and benefits on a fixed or audited actual basis, the burden rate shall be applied to base (not gross), or taxable, labor cost only and shall include all payroll taxes, workers compensation insurance and benefits, health insurance, vacation, holiday pay and retirement. The fixed rate only applies to full time employees who get full time benefits and shall not be charged on temporary, part time or intern employees who are not eligible for benefits like retirement, vacation, and health insurance. The burden rates shall not apply to premium portions of overtime. Burden items that do not apply to the premium portion of overtime include, union benefits, workers compensation insurance, general liability insurance, health insurance, and vacation and holiday pay.

Salaried Burden: _____ %
Hourly Burden: _____ %

7. Proposed Fee for Self-Performed Work. The City of Waxahachie will, when it's in the best interest of the owner, allow the successful CMAR to self-perform various components of the work. The CMAR will submit a closed bid for this self-performed work along with three (3) other bids in a closed bid opening with the owner.
8. Clarifications, Exceptions, and Exclusions. CMAR is to list all clarifications, exceptions, and exclusions relative to the proposed fees and other cost reflected above.

Project Agreements and Requirements

The selected CMAR firm and all subsequent work will be subject to the terms and conditions of the contract template documents included here as Attachments C, D, and E. Provide any comments regarding suggested modifications to these documents. Only comments received during the RFP phase will be open to discussion and negotiation with the selected CMAR firm.

Financial Information

1. Provide a copy of your firms audited financial statement for the most recent year.

Response Protocol

Four (4) Hard copies and One (1) electronic copy, USB Thumb Drive of Proposal shall be received no later than 2:00p.m. CST on January 12th, 2021, delivered and addressed to the following;

City of Waxahachie
Attn: City Secretary Office
401 S Rogers Street
P.O. Box 757
Waxahachie, TX 75168

Do not contact the Owner or the Design Team regarding this RFP. All questions, communications, and Request for Proposal RFI's (Request for Information) must be submitted via email through the owners Project Manager at the following email address (phone calls will not be taken);

Attn.: Jon Vidaurri
Subject: Request for Information: City of Waxahachie – Request for Proposal CMAR Services for New City Hall Annex, Retail and Plaza
Email Address: jon@vidmg.com and dean.tubbs@vidmg.com

Any responses received after the deadline time established will be rejected.

Confidentiality

The information in this Request for Proposal (RFP) and any information about Waxahachie City Hall Annex and Retail and its facilities, services and business practices shall be considered confidential by any firm receiving or responding to this RFP.

Selection Information

Selection Information

RFP responses shall address all the items listed in the preceding sections of this RFP. **Response that does not address all the requirements will be considered incomplete and will not be evaluated.**

1. All RFP responses received will be evaluated on the selection criterion below.
2. **Final Selection.** Based on the RFP evaluation, the City of Waxahachie may select one or more finalist and request oral interviews to help determine the final selection and award. The decision, in the best interest of the City of Waxahachie, will be considered final.
3. **Primary Considerations.** Primary considerations used in the selection of the firm(s) will be based on the Proposal of the responding firm. The City of Waxahachie reserves the right to reject all proposals and to waive any informality in the Proposal received whenever the rejection or waiver is in the best interest of the owner. No responding firm shall have any claim against the owner arising out of the RFP process, and the owner may select any respondent, regardless of any other consideration. The City of Waxahachie considers a response to this RFP by responding firms as purely voluntary and is under no financial obligation to said firms for the contents of their proposals.
4. **Responsibility of Disclosure.** The City of Waxahachie assumes no responsibility for disclosure or use of any information or materials submitted in response to this RFP for any purpose and considers that all proposals are **not submitted in confidence** and the City of Waxahachie also assumes no liability for compensation in any form relative to any firm's response. All responses received will become the property of the City of Waxahachie.
5. **Late Responses.** Responses received at the City Secretary Office after submission deadline will be considered void and unacceptable.
6. **Lobbying Prohibited.** CMAR's are strictly prohibited from directly or indirectly communicating with City employees, elected officials, or anyone affiliated with the City regarding the CMAR's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFP. CMAR's are prohibited from contacting City and City Staff members regarding their qualifications or the award of the contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the CMAR from the selection process.
7. **Management.** Should there be a change in ownership or management of the successful respondent, all contracts that result from this RFQ shall be cancelled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions, requirements, terms, conditions, schedule, fees, and cost.
8. **Pricing/Cost/Fees.** Cost for all goods and/or services shall be firm for the duration of the contract. Prices shall be all inclusive. Additional charges not shown in this response will not be honored.
9. **Responses Must Comply** with all federal, state, county and local laws concerning this type of goods and services.

10. **Reservations.** The City of Waxahachie reserves the right to accept or reject any or all responses as a result of this request, to negotiate with all qualified sources, or to cancel, add or subtract, in part, or in its entirety, this RFQ if found for the best interest of the city. All responses become the property of the city.
11. **Responsible Firms.** The City of Waxahachie shall only consider responsible firms who have the financial ability, similar project experience, resources, skills, capabilities, reliability, and business integrity necessary to perform the requirements of the RFP and contract. The City will consider references and other information available, whether specifically provided by the respondent or otherwise. Respondents with an owner or principal convicted within the past 10 years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgement liens, are ineligible to participate and shall not submit.
12. **Sales Tax.** The City of Waxahachie is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the response.
13. **Site Visit.** If a site visit is necessary, it will be coordinated by the owner thru protocol to be discussed in the Pre-proposal Conference. Due to COVID-19 CDC, State and Local guidelines, the Pre-Proposal Conference will be held via Zoom.
14. **Standard Contract(s).** This RFQ includes the City's Standard Contract in draft form, subject to change. The respondent should review the attached Standard Contracts/Agreement thoroughly, and by submitting a response, the consultant is agreeing to sign the City's Standard Contract/Agreement and any subsequent changes thereafter. Any exceptions to the contract should be provided in the submittal to the City.
15. **Withdrawal of Responses.** Any response may be withdrawn prior to the scheduled time for opening. Notice to withdraw the response must be in writing and submitted to the city prior to the scheduled time for opening responses. Any withdrawal notice, which is received after the deadline for receiving responses, shall not be considered.
16. **Insurance.** The successful respondent shall provide and maintain the minimum insurance coverage set forth in this RFP, Standard Contract/Agreement attached herein and subject to change.
17. **Mandatory Pre-Proposal Conference.** A mandatory pre-proposal conference call has been scheduled for Monday, January 4th, 1:30 PM CST. All firms desiring to be considered to partner with the City for this project must attend the pre-proposal conference Zoom meeting. **Any firm failing to attend the Pre-Proposal Zoom Conference call will be disqualified from consideration.** A call-in phone number will also be provided in the event a firm has video issues during the Zoom call.
18. **Open Records Act.** The City is subject to the Texas Open Records Act ("the Act"), a state law that may require the City to make the information provided in response to this Request for Proposal available to the public upon request following the award. If a proposer submits information to the City in response to this RFP that the proposer believes to constitute a proprietary trade secret or other confidential information, the proposer must identify such information within the proposal as "confidential." In the event the City receives a request for disclosure of information in any proposal that has been identified by the proposer as confidential or a proprietary trade secret, the City will notify the proposer in accordance with

the provisions of the Act; however, it shall be the sole responsibility of the proposer, at the proposer's sole cost, to comply with the Act's provisions relating to the submission of a request to the Texas Attorney General for an opinion regarding the exemption from disclosure of such information to the public according to the Act.

19. **Defense of Suits.** If any action in court is brought against the City, or any officer or agent of the City, for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under this Contract; or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers the Contractor shall indemnify and save harmless the City and its officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.
20. **Indemnity.** Contractor shall indemnify, defend, and hold harmless city, its city council, officers, agents, and employees (collectively, "the Indemnitees"), from and against any and all claims for personal injuries or death, or the loss of or damage to property, in each case, to the extent caused by the intentional misconduct or negligent acts or omissions, of the contractor, its officers, employees, agents, representatives, and/or subcontractors, but only to the extent such claims are not the result of the negligent or intentional acts or omissions of one or more of the indemnitees. City, for itself and its elected and appointed officials, employees, agents, and representatives does not by this contract waive its sovereign immunity, nor do city or contractor grant any third party any beneficial rights hereto. The indemnification provided in this section shall survive the termination or expiration of the Contract.

Selection Criteria

The evaluation of the RFP responses will be based on the following selection criterion. The major categories of the selection criteria along with corresponding weight/value are as follows:

1. Competitive Cost – Competitiveness of proposed Fees and other Cost Information. Value - 25%
2. Complete, thorough, and concise proposal, responding to all of the information requested and requirements outlined in the RFP. Value – 5%
3. Current and previous experience in providing Construction Management at Risk with Pre-Construction Services based on similar projects in the local market. Value – 20%
4. Evaluation of proposed project team and their respective time allocation to the project, experience with similar projects, and experience working with other team members on previous similar projects. Value – 25%
5. Firms local capabilities and depth of resources. Value - 10%
6. Evaluation of firm's approach and methodology to Construction Management at Risk with Pre-Construction Services. Value – 10%
7. Firm's financial status. Value – 5%

Attachments

ATTACHMENT "A"

Concept Plans (separate PDF file labelled ATTACHMENT "A")

ATTACHMENT "B"

List of General Conditions/General Requirements/Cost of Work

1) Field and home staff administration and supervision based on General Contractor's attached Project Schedule:

	<u>Raw Costs</u>	<u>Burden</u>	<u>% of Time</u>	<u>No. of Weeks</u>	
Project Manager	\$ _____/wk x	_____ % x	_____ x	_____ wks	= _____
Assistant Project Manager	\$ _____/wk x	_____ % x	_____ x	_____ wks	= _____
Superintendent	\$ _____/wk x	_____ % x	_____ x	_____ wks	= _____
Assistant Superintendent	\$ _____/wk x	_____ % x	_____ x	_____ wks	= _____
Other _____	\$ _____/wk x	_____ % x	_____ x	_____ wks	= _____
Other _____	\$ _____/wk x	_____ % x	_____ x	_____ wks	= _____
Other _____	\$ _____/wk x	_____ % x	_____ x	_____ wks	= _____
				Total	\$ _____

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

- | | |
|--|-----------------|
| 2) Field Engineering Labor with burden (See Note 1) | = _____ |
| 3) Field Engineering Equipment and Supplies (See Note 2) | = _____ |
| 4) Field Project Office (See Note 3) | = _____ |
| 5) Safety Equipment (Site Office and Personnel only, Project Cost in Cost of Work) | = _____ |
| 6) First Aid Supplies (Site Office and Personnel only, Project Cost in Cost of Work) | = _____ |
| 7) Fire Extinguishers (Site Office and Personnel only, Project Cost in Cost of Work) | = _____ |
| 8) COVID-19 Testing (Site Office Personnel only) | = _____ |
| 9) Daily COVID-19 Screening (Sub-contractors, vendors, suppliers) | = <u>C.O.W.</u> |
| 10) Handrails/Toe Boards/Opening Protection | = <u>C.O.W.</u> |
| 11) Fire Watch/Security Guard Services & System | = <u>C.O.W.</u> |
| 12) Temporary Fences/Covered Walkways | = <u>C.O.W.</u> |
| 13) Barricades | = <u>C.O.W.</u> |
| 14) Safety Nets | = <u>C.O.W.</u> |
| 15) Debris Removal and Haul-off, Dumpster Fees | = <u>C.O.W.</u> |
| 16) Traffic Control/Roadway Maintenance & Restoration | = <u>C.O.W.</u> |
| 18) Tool /Utility Trailer Rental | = <u>C.O.W.</u> |
| 19) Water/Ice (Site Office and Personnel only, Project Cost in Cost of Work) | = _____ |
| 20) Temporary Lighting/Wiring | = <u>C.O.W.</u> |
| 21) Electrical Cost during Construction (Site Office and Personnel only, Project Cost paid by Owner) | = _____ |
| 22) Temporary Water Expense during Construction (Site Office and Personnel only, Project Cost paid by Owner) | = _____ |
| 23) Temporary Heating Expense during Construction (Site Office and Personnel only, Project Cost in Cost of Work) | = <u>C.O.W.</u> |
| 24) Temporary Cooling Expense during Construction (Site Office and Personnel only, Project Cost in Cost of Work) | = <u>C.O.W.</u> |
| 25) Temporary Stairs/Enclosures/Partitions | = <u>C.O.W.</u> |
| 26) Project Signs/Bulletin Boards | = _____ |
| 27) Dewatering Equipment | = <u>C.O.W.</u> |
| 28) Generators | = <u>C.O.W.</u> |
| 29) Material Hoisting | = <u>C.O.W.</u> |
| 30) As-Built Documents (Drafting/Printing/Digital) | = _____ |
| 31) Field Office Supplies and Materials | = _____ |

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32)	Portable Toilets and Sanitation (Site Office and Personnel only, Project Cost in Cost of Work)	= _____
33)	Postage/Express/Courier/Delivery Services	= _____
34)	Bid Plans and Change Order Printing	= _____
35)	Copy Machine and Paper	= _____
36)	Telephone, Cell, Paging, Radios, Internet	= _____
37)	Internet Based Project Management System/Software	= <u>in Fee</u>
38)	Corporate Executives/Principles/Project Executive	= <u>in Fee</u>
39)	Legal	= <u>in Fee</u>
40)	Accounting	= <u>in Fee</u>
41)	QA/QC	= <u>in Fee</u>
42)	Risk Management	= <u>in Fee</u>
43)	Production Engineering	= <u>in Fee</u>
44)	Purchasing/Procurement	= <u>in Fee</u>
45)	Cost Engineers (except Pre-Construction)	= <u>in Fee</u>
46)	BIM Manager/Coordinator	= <u>in Fee</u>
47)	Secretarial/Administrative/Clerk (off-site)	= <u>in Fee</u>
47)	Off-Site Staff Travel & Transportation	= <u>in Fee</u>
48)	Staff Training & Continuing Education	= <u>in Fee</u>
49)	Executive/Leadership Transportation	= <u>in Fee</u>
50)	Bonuses	= <u>in Fee</u>
51)	Corporate IT/Systems and Fees	= <u>in Fee</u>
52)	Presentation Charts and Graphics	= <u>in Fee</u>
53)	Warranty Inspection and Coordination	= <u>in Fee</u>
54)	CMAR Licenses/Fees	= <u>in Fee</u>
55)	AGC Association Fees	= <u>in Fee</u>
56)	Off-Site Insurance	= <u>in Fee</u>
57)	Personal Computers On-Site/Network Connections	= _____
58)	Operations & Maintenance Manuals (Printing and Digital)	= _____
59)	Owner Operations and On-site Training	= <u>C.O.W.</u>
60)	Janitorial Services – weekly clean-up (Site Office and Personnel only, Project Cost in Cost of Work)	= _____
61)	Final Clean-up	= <u>C.O.W</u>
62)	Small Tools and Consumables (See Note 4)	= _____
63)	Vehicle Rental / Truck Allowance (Superintendent/On-Site Project Manager)	= _____
64)	Equipment Fuel, Maintenance, and Repair	= <u>C.O.W.</u>
65)	Storage Yard Rental	= _____
66)	Parking Lot/Space Rentals	= _____
67)	Parking Fees/Shuttle Expenses	= _____
68)	Trade Permits	= <u>C.O.W.</u>
69)	Building Permit	= _____
70)	All Risk Builder's Risk Insurance/Installation Floater	= _____
71)	Commercial General & Excess Liability Insurance	= _____
72)	Workman's Compensation/Employer's Liability Insurance	= _____
73)	Commercial Automobile Liability	= _____
74)	Umbrella Liability Insurance	= _____
75)	Subcontractor Bonds	= <u>C.O.W.</u>
76)	Supplier Bonds	= <u>C.O.W.</u>
77)	Other _____	= _____

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Subtotal: (Items 2-77) \$ _____

Total Maximum Gen. Conditions (items 1-77) \$ _____

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

***See General Note on General Conditions Assumptions regarding overall approach to pricing General Conditions.

General Conditions Assumptions

General Note In general, it is the intent that the General Conditions proposed are inclusive of costs associated with the Contractor's field office compound AND the building and sitework construction (example – portable toilets and sanitation shall be included for the field office compound as well as portable toilets distributed around site, inside and outside of building as required).

Note 1 – Field Engineering General Contractor shall provide line, grade, plumb and dimensional control for the site and building construction except as follows:

- Assume the major subcontractors such as site utility construction, steel erection, turnkey site and building concrete including place and finish, electrical, mechanical, masonry, glass and glazing and drywall will provide their own engineering from control provided by the General Contractor (examples of GC's control include major grid control, exterior face of building line with offset, floor and roof opening control, elevation benchmarks, and major work points and radiuses defined in the Contract Documents).
- Assume General Contractor will provide QA/QC engineering of subcontractor engineering described above by providing frequent and random checks of subcontractor engineering work.
- Assume engineering for cut and fill of the site and building pad construction will be provided by subcontractor.
- Assume General Contractor will provide all engineering for structural excavation.

Note 2 - Field Engineering Equipment and Supplies General Contractor shall provide all equipment and supplies related to General Contractor's engineering activities as described in Note 1 above. This line item should include all job site radios for engineering and site staff.

Note 3 - Field Project Office In addition to General Contractor's temporary office facilities, include all storage containers, tool vaults, chemical storage containers, door hardware inventory and storage facilities, etc.

Note 4 – Small Tools and Consumables General Contractor shall provide all small tools and consumables related to performance of contractor's self-performed work only. For the purposes of this proposal, General Contractor should assume that the only self-performed work includes construction and maintenance of temporary facilities and roads, rough carpentry, safety and accident prevention, cleaning, and site maintenance.