



City of Fort Stockton
Request for Proposals for:
Construction Manager at Risk
For the Remodel of the Public Safety Building

DATE: April 26, 2018

PROPOSALS DUE BY: Friday, May 18, 2018 at 2:00 pm CST

City of Fort Stockton
Request for Proposals for:
Construction Manager at Risk
For the Remodel of the Public Safety Building

Notice is hereby given that the City of Fort Stockton henceforth known as the owner is accepting **Sealed** Proposals for a Construction Manager at Risk for the Remodel of the City of Fort Stockton Public Safety Building.

Proposals must be received no later than **2:00 P.M. on Friday, May 18, 2018 @ City of Fort Stockton, Attn: City Manager Frank Rodriguez III, 121 W. Second Street/P.O. Box 1000, Fort Stockton, Texas 79735** at which time they will be opened publicly and read aloud in the Council Chambers. The approved & accepted proposal will be awarded at the **Regular City Council Meeting scheduled for May 22, 2018 @ 5:30 p.m.**

Specifications regarding the Request for Proposals will be available for view on the City of Fort Stockton Website @ <http://cityoffortstockton.com>. Inquires related to the proposal may be directed to City Manager Frank Rodriguez III, (432) 336-8525, Ext. 11, frrodriguez@cityfs.net, or may be picked up at City of Fort Stockton, 121 West Second Street, Fort Stockton, Texas 79735 between the hours of 8:00 a.m.-5:00 p.m., Monday through Friday.

Respondents Are Strongly Encouraged To Carefully Read The Entire Document Prior To Submitting A Proposal. The sealed envelope should be properly addressed to the City of Fort Stockton and the respondents name and address should be indicated outside the envelope and should include one (1) unbound original proposal and six (6) bound copies of the proposal. Unsigned proposals will be considered non-responsive. The package should be clearly marked:

“RFP – CONSTRUCTION MANAGER AT RISK
FOR THE
REMODEL OF THE PUBLIC SAFETY BUILDING”

The City of Fort Stockton reserves the right to reject any and or/all proposals, waive technicalities, and to accept the most advantageous proposal.

The City of Fort Stockton is an Affirmative Action/Equal Opportunity Employer.

By order of the City Council at a Regular Meeting held on 24th day of April, 2018.

Delma A. Gonzalez, City Secretary

CITY OF FORT STOCKTON
CONSTRUCTION MANAGER AT RISK
FOR THE REMODEL OF THE PUBLIC SAFETY BUILDING

I. Introduction

The City of Fort Stockton (“City”) is accepting proposals from qualified construction firms to provide Construction Manager at Risk Services, necessary for the construction of the City of Fort Stockton’s Public Safety Building (the “Project”), in accordance with the terms, conditions and requirements set forth in this Request for Proposal (“RFP”). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, general conditions pricing, and fees for consideration.

The Construction Manager at Risk (“CMAR”) shall assume the risk for construction of the Project, at the contracted price as a general contractor, and provide consultation to the City regarding construction during and after the design of the Project, in accordance with any and all applicable requirements of the Project and all applicable laws. Proposals are to be submitted in accordance with the RFP and the accompanying instructions.

The successful CMAR will be required to enter into an Agreement with the City where the basis of payment is the Cost of Work plus a Fee with Guaranteed Maximum Price. The Agreement will also contain all relevant terms set forth in the RFP.

It is the intention of the City of Fort Stockton to select a CMAR using a two-step selection process.

II. Description of Project

A. The Project is generally described as follows:

Public Safety Building – Construction of facility to be utilized as a Police Department utilizing the existing building (approx. 18,000 square feet). The building is located at 1710 North Front, Fort Stockton, Texas.

B. The scope of work will be determined based on the final Drawings and Specifications prepared by the Construction Manager. The work may consist of, but is not necessarily limited to, one or more of the following: site utilities, exterior veneer, free standing walls for offices, miscellaneous metals and metal fabrications; rough and finish carpentry, millwork and casework; damp proofing and waterproofing, caulking and sealants, thermal insulation, flashing and sheet metal, metal soffit panels, modified bitumen, standing seam metal or clay tile roofing, solid core wood doors and frames, metal doors and frames, aluminum doors and frames, prefinished aluminum door frames, glass and glazing, architectural hardware, acoustical ceilings, resilient/vinyl flooring and base, carpeting and carpet base, metal studs and support systems, gypsum drywall, painting and special coatings, interior and exterior signage; metal louvers and miscellaneous specialties; fire protection; lighting protection; and mechanical, plumbing and electrical systems, and other systems and construction as required and HVAC system.

- C. The CMAR will be responsible for the printing of Construction Documents as required for bidding and construction. The CMAR must publicly advertise, as prescribed for a governmental entity under Section 271.025 of the Texas Local Government Code, and receive bids or proposals for trade contractors or subcontractors for the performance of all major elements of the work, other than minor work that may be included in the general conditions. If the CMAR wants to perform portions of the work itself, it must submit its bid or proposal in the same manner as all other trade contractors or subcontractors and City will determine which entity provides the best value to the City.
- D. The work does not include inspection services. The testing of construction material, engineering, and the verification testing services necessary for the City's acceptance of the Project will be performed under a separate contract with an independent provider, as required by law.

III. Project Schedule

The selected CMAR will be expected to provide assistance to the City during design phase, with the selection of building systems, cost estimating, value engineering, and scheduling during the Preconstruction Phase, so as to enable the City to build the Project as described and depicted in the Drawings and Specifications, for an amount not to exceed the City's Construction and Project Budgets, and to build the Project thereafter, as a CMAR, for a Guaranteed Maximum Price that is less than or equal to City's Construction Budget.

The Tentative Design Services Schedule for the Project ("Schedule"), starting with Schematic Design and ending with the release of Bid Documents is five (5) – eight (8) months. This schedule is subject to change.

The current estimate of the construction time for substantial completion of the Project is ten (10) months after the notice to proceed with construction. This Schedule may be adjusted as a result of negotiations on proposals or preconstruction services by the CMAR.

IV. Scope of Services

The following describes the anticipated services expected during design and construction:

- Manage the Guaranteed Maximum Price (GPM) Documentation;
- Participate in the design process;
- Provide pre-construction services, including constructability and cost advice through the design process;
- Establish budget by bid package for design phases;
- Prepare sub-contractor bid or proposal packages;
- Conduct pre-bid meetings;
- Receive bids and provide open book review process with City and Architect;
- Conduct award of contracts/purchase orders;
- Provide coordination and management of sub-contractors;
- Summarize monthly reports;
- Provide change order and contingency funds control;
- Establish a quality management program;
- Provide for job safety functions;
- Provide accounting functions;
- Provide jobsite security functions;
- Provide post construction services;
- Provide value engineering and management of construction schedule;

- Attend Owner/Architect/Contractor meetings at the jobsite as required by the Owner; and
- Attend pre-construction meeting(s) with City personnel and the Architect.

In addition to general remodeling building construction, the Project elements shall include, but are not limited to the following:

- Utility extensions onsite and offsite;
- Drainage systems onsite and offsite;
- Electrical, mechanical, plumbing and structural elements of the building;
- Communications systems;

Services are expected to commence upon final execution of a contract, which will occur within thirty (30) Days from the selection of a successful construction firm. The Project time frame will be coordinated with the selected firm and the City Manager.

V. Bond Requirements

- A. Bid bond: Each Proposal submitted shall be accompanied by a cashier's check in the amount of five percent (5%) of the estimated construction costs, payable without recourse to the City of Fort Stockton, Texas, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the Proposer will execute a Construction Agreement with the City, as discussed in Section I, including all required bonds and other documents.
- B. Payment and Performance Bonds: Payment and Performance Bonds for the performance of the Work, and for payment of those who provide labor or materials, will be required within ten (10) days after CMAR executes the contract. Each bond shall be in an amount equal to 100% of the Estimated Total Project Cost. If and when the City and CMAR agree on a Guaranteed Maximum Price, the CMAR may obtain substitute Payment and Performance Bonds, each in the amount of 100% of the Guaranteed Maximum Price, within five (5) days after the Amendment to the Contract is signed that establishes the Guaranteed Maximum Price.
- C. Maintenance/Warranty Bond: The successful firm shall furnish a Maintenance/Warranty Bond in the amount of 100% of the contract sum covering defect of material and workmanship for two (2) calendar years following the City's approval and acceptance of the construction. An approved surety company, licensed in the state of Texas, shall issue all bonds in accordance with Texas law.

VI. Insurance

All respondents must submit, with the RFP, proof of insurance coverage as stipulated in Exhibit A. Proof shall be by submission of copies of current policies or current Certificates of Insurance, including the effective dates of coverage. Any provisions outlined in Exhibit A will be required of the successful firm only.

VII. Anti-Collusion

In submitting an offer, Respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

VIII. No Prohibited Interest

Respondent acknowledges awareness of the laws, City Ordinance, and City Ethics Ordinance regarding conflicts of interest. No officer, employee or agent of the City of Fort Stockton shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by the City's Code of Ordinances and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined therein.

IX. Non-Resident Bidders

Texas Government Code, Chapter 2252, Texas law prohibits city and governmental units from awarding contracts to a non-resident bidder/proposer unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid the non-resident bidder/proposer on a bid/proposal for goods and services in the non-resident bidder's state.

X. Submittals

Submit one (1) unbound original (to facilitate reproduction as necessary) and six (6) spiral bound or semi-permanent binding method hard copy response to the RFP. You may include other documentation or information beyond what is requested, but the use of this information during the evaluation is at the sole discretion of the City. In order for your RFP to be considered responsive, the following information must be submitted in the order outline below:

- A. Outside cover should be titled "RFP – Construction Manager at Risk for the remodel of the Public Safety Building".
- B. Table of Contents.
- C. Transmittal Letter: Include a short transmittal letter. The transmittal letter shall:
 1. Summarize why the Respondent believes itself to be the most highly qualified firm for this Project.
 2. Contain a statement granting the City and its representatives authorization to contact any previous client of the Respondent (or a Respondent's Team Member) for purposes of ascertaining an independent evaluation of the Respondent's or a Respondent's Team member's performance.
 3. At least one copy of the transmittal letter must have the original signature of an officer of the principal responding firm.

D. Firm Description

1. Include a complete narrative description of the Respondent's firm (or firms, if the Respondent is comprised of a team of firms). Information should include:
 - a. The Respondent's area of construction management specialization;
 - b. Firm history;
 - c. Location of home and branch offices;
 - d. Names of the principal officers of the firm; and
 - e. Proof of financial stability.
2. Include a simple organization chart showing how the Respondent, if selected as the CMAR, would organize its personnel for the Project.

E. Key Professionals

1. Identify the key professionals of your team that would be involved in the Project and describe their area of expertise and what role they will perform on the construction management team.
2. Provide resumes of any person identified as a key professional. The resumes should contain the following:
 - a. Name;
 - b. Educational background;
 - c. Professional qualifications;
 - d. Employment history;
 - e. A list of relevant projects in which the person has been involved and a name/phone number Of a representative of any project cited that can be contacted for a reference; and
 - f. Other information you believe to be relevant.

F. Philosophy and Approach

Narrative outlining the following:

1. The firm's design philosophy and approach to construction in general.
2. Clear understanding of the functional and operational aspect of municipal government and its role in society.
3. Use of processes that creatively engage City staff and other stakeholders in all stages of design.
4. Commitment to developing an energy efficient and healthy building.
5. Safety record stated in terms of the firm's EMR.

G. Experience

Outline relevant experience for the following:

1. Prior construction manager at risk service experience with project(s) of similar scale and complexity.
2. Prior experiences with public sector clients and processes for projects of similar scale and complexity.
3. History of effective schedule and budget management for projects of similar scale and complexity.
4. List of active projects and phase of each project.
5. List no more than six (6) relevant projects. A relevant project is one which best exemplifies your qualifications for this Project, and should include the following:
 - a. Project description;
 - b. Type of building(s);
 - c. Project location;
 - d. Total project cost;
 - e. Project delivery method;
 - f. Describe the services your firm provided;
 - g. Indicate which proposed team members for this project were actually involved in the project and specify their role;
 - h. Provide a statement acknowledging if the project was completed on time/on budget; and

- i. Provide a few illustrative photographs or renderings, if available.
- 6. Overall Firm Bonding Capacity.
- 7. Percentage of Bonding Capacity currently under contract vs. amount available for this project.

- H. Proposal Form and Allowable General Conditions Worksheet

ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE: The design team will issue the GMP Pricing Documents at approximately the 50%-75% completion stage of the Construction Documents; The GMP Pricing Documents will generally include a base bid scope of work and add alternates, which the Design Team will agree upon with the City and CMAR to assist in managing the project cost. Upon receipt of the CMAR's GMP Pricing, the Design Team will work with the City and CMAR to make final adjustments to the Project scope and construction documents to reconcile the Project scope and GMP pricing. Once the scope and GMP pricing are reconciled, the Design Team will complete the 100% Construction Document and issue them to the CMAR for final buyout pricing.

I. References

Please provide at least three (3) verifiable references for which your firm has performed same or similar projects. Please verify that the contacts listed as references are still at the firm and that the contact information provided is accurate.

J. Additional Information

- a. Additional information the firm believes will help aid in selection;
- b. Proof of insurance coverage as indicated in Section VII;
- c. Bid bond; and
- d. Certification Form.

XI. Evaluation Criteria

A review committee will evaluate submissions received in accordance with the general criteria defined herein. Failure of Respondents to provide in their submission any information requested in this RFP may result in disqualification of the submission. The objective of the review committee will be to select the Firm that is the most highly qualified to service the City's needs. The decision made by the City will be final. The City may choose and reject all RFPs.

The agreement will be awarded based on the following evaluation criteria:

- A. Firm's overall ability to meet the City's objectives (10%);
- B. Experience with same or similar facility construction (20%);
- C. Qualification of individuals assigned to the Project (20%);
- D. References (10%); and
- E. Cost Proposal (40%)
 - 1. Proposed fee for pre-construction services,
 - 2. Proposed fee for construction services,
 - 3. Cost and extent of general conditions.

XII. Interviews and Presentations

In fairness to all firms, requests for interviews prior to the closing time and date will not be permitted. Interviews with selected firms may or may not be requested by the City after the closing date. Direct selection may be made strictly from the information provided in the RFP. However, the City reserves the right to conduct interviews with and request presentations from any, or none, of the Respondents.

XIII. Selection and Award

If the City is unable to reach an agreement with the first ranked Respondent, the City shall terminate further discussions with the first-ranked Respondent, and commence negotiations with the next-ranked

Respondent, in the order of the selection ranking until an agreement is reached, or all Proposals are rejected. Time is of the essence, and the award of the contract to the successful Respondent is expressly conditioned upon (1) the Respondent's execution and delivery of the Contract, and delivery of all required bonds and evidence of insurance within ten (10) calendar days after the successful Respondent is notified of the acceptance of its Proposal, and (2) the Respondent's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Respondent fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the City may, at its option and discretion, without releasing, impairing or affecting its right to receive the proposal security as damages for such failures, rescind the award, commence negotiations with the next ranked Responder, or may reject all Proposals. There will be no contractual obligations on the part of the City to any Responder, nor will any Responder have any property interest or other right in the contract or work being proposed unless and until the Agreement is unconditionally executed and delivered by all parties, all submittals required by the Proposal Document and Agreement and all conditions to be fulfilled by the Responder have either been so fulfilled by the Responder or waived in writing by the City, as applicable.

XIV. Submission

FACSIMILE, INTERNET OR EMAIL TRANSMITTALS SHALL NOT BE ACCEPTED.

Delivery of Proposals: One (1) unbound original (to facilitate reproduction as necessary) and six (6) spiral bound or semi-permanent binding method hardcopies of the Proposal shall be sealed and delivered to:

City of Fort Stockton
Attn: Frank Rodriguez III,
City Manager
121 W. Second Street/P.O. Box 1000
Fort Stockton Texas 79735

The package should be clearly marked: "RFP – Construction Manager at Risk for the Remodel of the Public Safety Building". Proposals will be publicly opened and read following the deadline of submittal May 18, 2018, at 2:00 PM CST.

XV. Questions, Clarifications, and Interpretation of Documents

Responders may request clarifications or interpretation of Proposal Documents. Any such request must be submitted in writing to Mr. Frank Rodriguez III, City Manager, at the following email address: frrodriguez@cityfs.net by May 17, 2018 at 5:00 p.m. CST. No questions will be answered over the phone. Questions will only be accepted until the stated deadline. Interpretations, corrections and/or changes of or to the Proposal Documents will be made by City in the form of a written addendum. Any interpretations, corrections or changes of or to the Proposal Documents made in any other manner, will not be binding upon the City, and Responders may not rely upon them.

Any discrepancy or conflict with the Proposal Documents or the Contract Documents shall be brought to the attention of the City Manager. Discrepancies or conflicts not brought to the City Manager and City's attention and clarified during the proposal process for the Project will be deemed to have been priced in the more costly or difficult manner, and the better quality or greater quantity of the work shall be provided by the CMAR in accordance with the City's interpretation.

EXHIBIT A

INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, etc.

The chosen firm ("Contractor") shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the bid. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. **MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

B. **MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$4,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Explosion Collapse and Underground (XCU) Coverage.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$1,000,000 per injury, \$1,000,000 per occurrence, and \$1,000,000 per occupational disease.

3. Automobile Liability: \$2,000,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired and non-owned autos.
4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. City shall be listed as Loss Payee.
5. \$10,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverages:
 - a. The City, its officers, officials, employees, boards, commissions and volunteers are to be added as "Additional Insureds" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, commissions or volunteers.
 - d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the City for all occurrences, except 10 days written notice to the City for nonpayment.

E. ACCEPTABILITY OF INSURERS

The City requires that Insurance be placed with insurers with an A.M. Best's rating of no less than ~~A- VI~~, or better.

F. VERIFICATION OF COVERAGE

Contractor shall provide the City with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**CITY OF FORT STOCKTON
REQUEST FOR PROPOSAL
CERTIFICATION FORM**

COMPANY INFORMATION

The following information must be provided in its entirety for your submission to be considered:

Company Name: _____

Principal Place of Business Address: _____

Principal Place of Business City, State, ZIP: _____

Principal Place of Business Phone: _____

Principal Place of Business Fax Number: _____

Remittance Address (if different from above): _____

Remittance City, State, ZIP: _____

Tax Identification Number: _____

ADDENDUMS

If an addendum to this RFP is issued, acknowledge addendum by initialing beside the addendum number: Add.

No. 1 _____ Add. No. 2 _____ Add. No. 3 _____ Add. No. 4 _____ Add. No. 5 _____

CERTIFICATION

The undersigned hereby certifies that he/she represents the Company, has authority to sign on behalf of the Company, understands the scope of work, has read the document in its entirety and that the information submitted has been carefully reviewed and is submitted as correct and final. If selected, Company further certifies and agrees to furnish any or all services in accordance with the terms and conditions contained herein; to willfully enter into negotiations; and to faithfully execute an agreement with the City of Fort Stockton, Texas upon successful negotiations.

The individual signing this RFP certifies that he/she is a legal agent of the Company, authorized to submit on behalf of the Company, and is legally responsible for the decisions as to the supporting documentation provided.

Authorized Representative:

Signature

Date

Printed Name Title

Email Address
