



Construction Manager at Risk (One-Step Process)
Request for Proposals

RFP Number:

2021-001

Project:

Wood County Tax Office Building

Deadline for Proposals:

February 11, 2021

By

2:00 P.M. (CST)

INTRODUCTION

On November 17th, 2020 Wood County Commissioners Court approved to solicit for RFP (hereinafter called "proposal") for a **Construction Manager at Risk, to build Wood County Tax Office** per the specifications stated elsewhere in this solicitation document. Proposal shall be submitted in an envelope marked on the outside with the vendor's name, address, and proposal number. Proposals must be hand delivered or mailed to the Auditor's Office of Wood County, Texas at:

Wood County Auditor's Office
100 N. Main St
P.O. Box 389
Quitman, Texas 75783

Proposal will be received on a continual basis at the above address until 2:00 P.M. on February 11th, 2021. Proposal received by hand delivery or mail after the stated due date and time will remain unopened and deemed unacceptable.

Faxed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the solicitation document. Wood County, Texas will not be responsible for mail delivered from the post office. Vendors must submit sealed proposal in the form of the completed offer form together with any material required by this document by the time and date specified.



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I. ADVERTISEMENT

Construction Manager at Risk

Wood County, Texas is requesting proposals, using the Construction Manager at Risk, One Step Process (per Government Code Chapter 2269, Subchapter F).

Proposals will be received at the Wood County Auditor's Office, 100 N. Main Street, Quitman, Texas 75783. Proposals received by hand delivery or mail after the stated receipt date and time will be returned unopened.

The procurement method is a CONSTRUCTION MANAGER AT RISK, ONE STEP PROCESS. Proposal must be received by 2:00 PM (CST) February 11, 2021, for:

RFP# 2021-001 Wood County Tax Office Building.

Project Objective –The preliminary scope of work involves a complete new building, primarily housing the Wood County Tax Office. The project is expected to be approximately 6,400 square feet. The structure shall be a pre-engineered metal building frame with brick veneer.

Preconstruction - Successful proposer shall be expected to coordinate with the County's Architect to provide preconstruction services during the design phase. These services shall include cost estimating, scheduling, and discussion of alternate materials or methods to ensure most efficient or economical delivery of the project.

Location - The project is located at 207 S. Smart St, Quitman, Texas, 75783 Wood County, Texas.

Preliminary Project Schedule – To Be Announced:

Commissioner Court recommendation/approval

Subcontract Bidding

Construction Start

Final Completion

The construction budget encompasses all construction costs including but not limited to any identified contingencies, fees, permits, bonds, insurance, cost of work, and general conditions. The construction budget excludes the fee for architectural services.



Proposers may obtain Proposal Documents and specifications from our web page at <http://www.mywoodcounty.com>. Addenda will be posted to this website. It is your responsibility to obtain any addenda that pertain to this proposal.

CRITERIA FOR SELECTION

Per Section 2269.055 and 2269.253, of the Government Code in determining to whom to award a contract, a County may consider:

1. Price;
2. The offeror's experience and reputation;
3. The quality of the offeror's goods or services;
4. The impact on the ability of the government entity to comply with rules relating to historically underutilized businesses;
5. The offeror's safety record;
6. The offeror's proposed personnel;
7. Whether the offeror's financial capability is appropriate to the size and scope of the project; and
8. Any other relevant factor specifically listed in the request for bids, proposals, or qualifications.
9. It is the responsibility of each proposer to provide all information necessary to evaluate the proposal under the named criteria

Evaluative criteria will have the following weights assigned to rank Proposals:

Cost (Fee)-25 points
Qualifications-25 points
Reputation-20 points
Experience-20 points
County Needs-10 points.

All other criteria will be assigned the value of zero. Using these criteria and weights, a County Committee will evaluate and rank Proposals to determine the Proposer that presents the best value to the County. Per Section 2269.254 (a) of the Government Code, "The governmental entity shall select the offeror that submits the proposal that offers the best value for the governmental entity based of the published selection criteria and on its ranking evaluation."

Per Section 2269.054 (b) of the Government Code: In engaging in an activity to which this section applies, a governmental entity:



1. May not consider whether a person is a member of or has another relationship with any organization; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

Owner reserves the right to reject any or all bids and to waive irregularities or informalities as may be deemed in Owner's interest.

For additional information, see the Instructions to Proposers in the Proposal Documents for the project.

PREVAILING WAGE RATES FOR WOOD COUNTY

Wood County, for the purpose of complying with Section 2258, Subchapter B of the Texas Government Code for all public contracts, has adopted the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as the published rates for the County. These rates are listed online at: Beta.Sam.Gov (Included in Attachment "A").

It is the responsibility of the contractor to pay the appropriate rate or higher on the construction project or be subject to penalty as set forth in section 2258.023 of the Texas General Government Code.



II. PROPOSAL INSTRUCTIONS

PART - GENERAL

1.1 RECEIPT AND OPENING OF PROPOSALS

A. INVITATION:

Wood County, Texas (hereinafter referred to as the "Owner"), invites proposals for construction and construction management.

B. SUBMISSION OF PROPOSALS:

Each proposer must submit complete sets of Proposal Documents - (1) original and (2) copies

Sealed Proposals shall be submitted to:

Wood County Auditor's Office
Attn: Daphne Carter
100 N. Main Street
P.O. Box 389
Quitman, Texas 78783

Proposals shall be received no later than the following time and date:

Thursday February 11, 2021 at 2:00 PM (CST)

All envelopes containing proposals shall be marked with:

"Construction Manager at Risk - RFP # 2021-001"

"Wood County Tax Office Building"

Proposers are reminded that verbal responses are not binding - only questions answered by formal written agenda will be binding and will be made part of the proposal documents.

C. LATE PROPOSALS:

Owner is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in Wood County Auditors' Office shall be the official time of receipt.



D. OPENING:

Proposals will be opened, and names of proposers, Pre-construction Fee, and Construction Services Fee will be read aloud.

E. LOCATION OF PROPOSAL OPENING:

Proposal will be publicly opened immediately following the deadline for responses. Openings will be at the following location:

Wood County Auditor's Office
100 N. Main Street
Quitman, Texas 75783

F. NO ORAL, telegraphic, telephonic or facsimile transmitted proposal (s) will be considered.

Proposers are reminded that verbal responses are not binding – only questions answered by formal written agenda will be binding and will be made part of the proposal documents.

1.2 METHOD OF PROPOSAL

A. DOCUMENTS:

Each proposer must submit **three** complete sets - (1) original (2) copies - of Proposal

B. ETHICS:

The proposer shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Owner.

C. INDEMNIFICATION:

Successful proposer shall defend, indemnify and hold harmless Owner and Architect and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property arising out of the award of the contract or on account of any

negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any Contract which may result from proposal shall pay any judgment costs which may be obtained against Owner and Architect growing out of such injury or damages.

D. COMPLIANCE:

Proposal must comply with all Federal, State, County and local laws. Contractor shall not hire nor work any illegal alien.



1.3 PREPARATION OF PROPOSAL

- A. Make Proposal in name of principal and if co-partnership, list names of all parties.
- B. Give Proposers complete address.
- C. If Proposal is submitted by an agent, provide satisfactory evidence of agency authority.
- D. Fill in all prices in both words and figures.
- E. Submit Proposal in a sealed envelope.
- F. Indicate on outside of envelope, name of proposer, proposer's address, and name and number of project for which proposal is submitted.
- G. If forwarded by mail, enclose sealed envelope containing a proposal in another envelope addressed as indicated.
- H. Proposal(s) must be received prior to opening time. Any proposal received after the designated opening date and time listed herein shall be returned unopened and will be considered void and unacceptable.
- I. Qualification Statements: Along with the requirements identified above, each proposer shall complete and include a qualification statement in the proposal package submitted. AIA-A305 Contractors Qualification Statement. See attached.

1.4 WITHDRAWAL OR REVISION OF PROPOSAL

- A. Proposal may be withdrawn or revised prior to scheduled time for opening, under following terms:
 - 1. Proposer may, without prejudice to himself, withdraw Proposal after it has been deposited, provided a request for such withdrawal is received in writing before time set for opening.
 - 2. After opening, no Proposal may be withdrawn.
 - 3. Any interlineations, alteration, or erasure made before receiving time must be initialed and dated by the signer of the proposal, guaranteeing authenticity.



1.5 NON-RESPONSIVE PROPOSAL

- A. Proposal(s) are considered NON-RESPONSIVE and may be rejected for following reasons unless otherwise provided by law:
1. If there are unauthorized additions, conditional proposals, or irregularities of any kind which may tend to make Proposal incomplete, indefinite, or ambiguous.
 2. If Proposer adds any provisions reserving right to accept or reject any award or to enter into Contract pursuant to an award.
- B. Owner reserves right to reject any or all Proposals and to waive irregularities or informalities as may be deemed in Owner's interest.

1.6 INTERPRETATIONS

- A. If proposer for proposed work is in doubt as to the true meaning or intent of the Proposal Documents, proposer must submit a written request for interpretation, directed to:

Wood County Auditor's Office
100 N Main Street
Quitman TX 75783

ATT: Daphne Carter
FAX: 903-763-5039
EMAIL: dcarter@mywoodcounty.com

- B. Proposer submitting request is responsible for its prompt and actual delivery.
- C. Requests for interpretations on Construction Manager at Risk – RFP #2021-001 must be received on or before seven (7) days prior to proposal date.
- D. All interpretations or clarifications considered necessary by and approved by Owner, in response to proposer's request, will be issued by written Addenda.
- E. Oral and other interpretations or clarifications will be without legal effect. Only questions answered by formal written Addenda will be binding.
- F. Owner is not responsible for any other explanation or interpretations, which anyone presumes to make.
- G. Any interpretations, corrections, approvals, supplemental instructions or changes to the Proposal Documents will be made by written Addenda. Sole issuing authority of addenda shall be vested in Wood County.



- H. Addenda can be issued only by the Owner.
- I. Addenda will be posted to the County Web Page. You may obtain the addenda from our internet/website address at <http://www.mywoodcounty.com> it is your responsibility to obtain any addenda that pertain to this proposal.
- J. Proposers shall acknowledge receipt of all Addenda.
- K. Failure to receive such Addendum does not relieve proposer from any obligation under the proposal as submitted.
- L. All formal written Addenda becomes part of the Proposal Documents.

1.7 INSURANCE REQUIREMENTS

The successful contractor will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Wood County requires that contractor's insurance is placed only with companies that have achieved at least an "A" rating with A.M. Best. The County reserves the right to require higher limits of coverage depending on the size, scope, and nature of the contract. Wood County must be named as an additional insured.

<u>TYPES OF INSURANCE COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
1. Workers Compensation	Statutory
2. Employer's Liability	\$1,000,000 each accident \$1,000,000 disease each employee
3. Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
Products-completed operations	\$2,000,000 aggregate
Personal and advertising injury	\$1,000,000 per occurrence
Medical payments	\$5,000 (any one person)
4. Business Automobile Liability	\$1,000,000 combined single limit
5. Contractual Liability	\$1,000,000 per occurrence \$2,000,000 general aggregate
6. Umbrella/Excess Liability	\$3,000,000 minimum amount

(Property damage deductible not to exceed \$10,000 per occurrence).



1.8 METHOD OF AWARD

A. CRITERIA:

Per Section 2269.055 and 2269.253 of the Government Code. In determining to whom to award a contract for Construction Manager at Risk Services, a County may consider:

1. Purchase price;
2. The offeror's experience and reputation;
3. The quality of the offeror's goods or services;
4. The impact on the ability of the governmental entity to comply with rules relating to historically underutilized businesses;
5. The offeror's safety record;
6. The offeror's proposed personnel;
7. Whether the offeror's financial capability is appropriate to the size and scope of the project;
8. and any other relevant factor specifically listed in the request for bids, proposals, or qualifications.
9. It is the responsibility of each proposer to provide all information necessary to evaluate the proposal under the named criteria.

B. WEIGHTING OF CRITERIA:

Evaluative criteria will have the following weights assigned to rank proposals:

Cost-25 points,
Qualifications-25 points
Reputation-20 points
Experience-20 points
County Needs-10 points.

All other criteria will be assigned the value of zero. Using these criteria and weights, a County Committee will evaluate and rank proposals to determine the offeror that presents the best value to the County.

Per Section 2269.054, (b) Government code: In engaging in an activity to which this section applies, a governmental entity:

1. May not consider whether a vendor is a member of or has another relationship with any organizations; and
2. Shall ensure that its bid specifications and any subsequent contract or other agreement do not deny or diminish the right of a person to work because of the person's membership or other relationship status with respect to any organization.

This proposal shall be awarded in the best interest of Wood County to the Contractor that supplies the best value to the County. The County reserves the right to accept or reject any and all



Proposals and to waive technicalities and informalities **and to be the sole judge of quality and equality**. Awards will be based on what, in our opinion, is most advantageous to Wood County, Texas.

C. MINIMUM STANDARDS FOR RESPONSIBLE PROPOSERS:

Proposers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:

1. Have adequate financial resources;
2. Be able to comply with the required or proposed schedules;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

The Owner may require other information sufficient to determine proposer's ability to meet these minimum standards listed above.

D. In addition to requirements of the Proposal Documents, Owner may require additional information to establish responsibility of proposer. Owner may further require identification of proposed subcontractors, suppliers and/or other persons and/or organizations proposed for portions of the Work and substantial data to determine their qualifications and experience. If requested, proposer must submit all data to Owner. Owner may also consider and use as part of the evaluation, the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted in the Proposal Documents or prior to the award of Contract.

E. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of proposer, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Proposal Documents to Owner's satisfaction within the prescribed time.

F. If the Contract is to be awarded, it will be awarded to the best-qualified proposer whose evaluation, by Owner, indicates to be in the best interests of the project.

G. EVALUATION OF ALTERNATES:

Any and/or all/none of the alternates may be considered in evaluation. Owner may award Contract on base proposal plus any and/or all/none of the alternates.

H. UNBALANCED PROPOSAL:

If the best proposer's Proposal is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the Proposal will be considered as non-responsive and will not be considered for award. The Owner reserves the right to evaluate and determine the next qualified Proposal for consideration of award.



- I. Owner anticipates award within approximately forty-five (45) days after proposal opening.

1.10 CONFIDENTIAL DATA

Any data that is to be considered as confidential in nature must be clearly marked as such by proposer and will be treated as confidential by Owner to the extent allowable by the Open Records Act.

1.11 ASSIGNMENT

A successful proposer shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of Owner.

1.12 VENUE

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Wood County, Texas.

1.13 CONTRACT

AIA A133-2019

The awarded contractor may be expected to execute the standard AIA Document A133-2019 with Supplementary Conditions to the Standard Form of Agreement between Owner and Construction Manager (Wood County, Texas Amendments). www.aiacontracts.org for sample documents.

AIA A201-2017

The awarded contractor may be expected to execute the standard AIA Document A201-2017 with Supplementary Conditions to the Standard Form of General Conditions of the Contract for Construction (Wood County, Texas Amendments). www.aiacontracts.org for sample documents.



III. SCOPE OF SERVICES/CONTRACT

Project Description

RFP# 2021-001 – Wood County Tax Office Building.

Project Objective –The preliminary scope of work involves a complete New Building primarily housing the Wood County Tax Office. The project is expected to be approximately 6,400 square feet. The structure shall be a pre-engineered metal building frame with brick veneer.

Preconstruction - Successful proposer shall be expected coordinate with the County's Architect to provide preconstruction services during the design phase. These services shall include cost estimating, scheduling, and discussion of alternate materials or methods to ensure most efficient or economical delivery of the project.

Location - The project is located at 207 S. Smart St, Quitman, Texas, 75783 Wood County, Texas.

Preliminary Project Schedule: To Be Announced

Commissioner Court recommendation/approval

Subcontract Bidding

Construction Start

Final Completion

The construction budget encompasses all construction costs including but not limited to any identified contingencies, fees, permits, bonds, insurance, cost of work, and general conditions. The construction budget excludes the fee for architectural services.

Contract Form and Scope of Services - The Owner will contract directly with a Construction Manager at Risk (CMAR) for performing general construction of the project. The CMAR will then conduct the subcontractor selection/bidding and contract with all other subcontractors required for the work. The Owner reserves the right to contract separately with other suppliers, vendors, and contracts as deemed in the best interest of the Owner's project. For construction work, this is currently anticipated to be:

- Furniture & Equipment Vendors
- Potential long lead equipment/materials. In this event, it is anticipated such materials/equipment would be assigned to the CMAR for his coordination and installation
- Independent testing and commissioning including materials testing and inspection, HVAC testing, and balancing, etc.



- Data cabling materials and installation.

The CMAR will be reimbursed for the cost of the Work plus a Fee. For purposes of this proposal, terms of the contract may be the owner issued document AIA Document A133-2019 with the County's Standard Form of Agreement between Owner and Construction Manager as Constructor (attached in Exhibit A) and AIA-A201-2017 General Conditions of the Contract for Construction with the County's Amendment to General Conditions of the Contract for Construction (attached in Exhibit B). **Candidates should identify in their proposal any exceptions, additions or modifications that are requested to be considered by the Owner.** Objections to the contract type or format not included within the proposal submission may result in disqualification of the proposal.

The CMAR will provide an Initial Guaranteed Maximum Price and a Final Guaranteed Maximum Price at the appropriate times in the development of the Project.

The CMAR will participate in pre-construction services by preparing construction cost estimates at major design milestones, such as 100% Design Development, 60% Construction Document and 100% Construction Document during the bidding phase. An overall GMP will be required whenever approval is sought for a phase or partial scope.

The CMAR competitively bids and enters into subcontracts for all portions of the work. Subcontract bids are reviewed and approved by the Owner prior to award. ***The CMAR will be responsible for complying with the procurement laws regarding competitive bidding and public advertising per statutory requirements.***

The CMAR will be required to coordinate with any other contracts the Owner may issue directly such as data communications cabling, or others.

Payment and performance bonds will be required of the CMAR for the entire project. The Owner will make all construction payments directly to the CMAR, for their distribution of payments to subcontractors and suppliers as appropriate.

The Owner may elect to procure certain materials/equipment directly, with coordination and scheduling support from the CMAR. The equipment would then be assigned to the CMAR with the full acceptance of responsibilities for coordination and installation.

Bid Phase - Sealed bids shall be solicited and received by the CMAR in accordance with the terms of the Agreement and the Government Code.



Pre-Construction Services are included and are to be separated from the Base Fee. Services may include Schedule, Constructability, Budget, and Cost Estimating as follows:

1. A total estimate of probable construction cost based on the 100% design development document drawings and specification.
2. A total estimate of probable construction cost based on the 75% construction document drawings and specification.
3. A total construction cost estimate based on completed construction documents issued for bidding. Provide an itemization of the estimate based upon the proposed bid packages to facilitate evaluation of the bids in reference to the GMP.
4. A project schedule identifying critical path and long lead items.
5. Continually monitor and maintain the construction portion of the project budget. Provide substantially detailed estimates as an evaluative tool in the selection of subcontractors.
6. Provide cost saving analysis for systems and configurations. Evaluate quality, initial cost, maintenance, and appropriateness.
7. Develop, monitor and maintain a project schedule for bidding and construction, including phasing of the work as required to achieve Owner occupancy.
8. Assess the availability of all building components in regard to the project schedule.
9. Coordinate the bidding and issue of pre-purchase orders for long lead items, if required.
10. Make recommendations and provide references for manufacturers, suppliers and other subcontracts considered during design.
11. Review the Construction Documents during development and report to the Architect on constructability and coordination of the information presented. The CMAR is not responsible for the Architect's quality control but is to identify areas in the documents requiring additional information or clarification.
12. Attend design meetings with the Architect, Architect's consultants, and Owner.
13. An Interim GMP and Project Schedule will be required when any pre-purchase of long lead items or subcontract for early start is recommended. The schedule shall show the advertising, bidding, and evaluation periods in relation to the Agenda Deadlines.



IV. PROPOSAL RESPONSE GUIDELINES

Information included in your response to this Request for Proposal will be evaluated and used to determine the firms invited to interview. Clarity and completeness are encouraged; repetition and duplication of information in multiple locations are discouraged. The information provided will be used to evaluate and score the responses in the categories and weights as published. Under each category of response, as applicable, indicate why your firm is the most desirable to Wood County and why your proposal represents the best value for the County. Please note that how you respond to this issue can impact multiple categories in the evaluation criteria.

Proposer's response to this Request for Proposal shall include:

1. **Fee Proposal Form for Work** as Prime CMAR, completed and executed on the attached Form. The Fee for Pre-Construction Services shall be presented as a lump sum amount. The Fee for General Conditions shall be based on a percentage amount times final construction cost. The Fee for Construction Period Services shall be based on a percentage amount times final construction cost.
2. **List of categories** that are included in the Fee for Construction Period Services. Describe how your fee is calculated; distinguish between what is included in your fee versus the cost of the job (general conditions).
3. **List of Anticipated General Conditions Items**, or items not included in the Fee for Construction Period Services.
4. General Condition's costs are scope and schedule dependent, and as such, the precise dollar amounts are not requested at this time. The dollar amount requested in the general conditions should be an accurate and good faith estimate. The list of items is being requested to assist in understanding the items included in the Fee versus items included in General Conditions.
5. **AIA Document A305, Contractor's Qualification Statement** with all items addressed.
6. **Project Related Experience List** including relevant recent work as a Construction Manager at Risk on new build projects. Include name, location, description, date, value of contracts and references for the same. Projects of new construction that are of a scope similar to this project may also be included.
7. **Experiences with Concepts for Work as a Construction Manager at Risk during the Design Phases.** Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design of major projects. Describe your organization's methods for estimating costs, providing recommendations on construction feasibility, evaluations of designs, materials, and constructability, and for construction phasing and scheduling during the design/documents phases. Which (one or more) of those projects listed above best exemplify these concepts and experience?



8. **Experiences with Concepts for Work as a Construction Manager at Risk during the Construction Phase.** Describe your organization's concepts for working in a team relationship with the Owner and Architect during the construction of major projects. Describe your organization's methods for monitoring and controlling costs, for providing recommendations on construction feasibility, evaluations of options, materials, and constructability, and for construction phasing and scheduling during the construction phase. Which (one or more) of those projects listed above best exemplify these concepts and experience?
9. **Compare the initial estimates, approved GMP and the Final Cost of Construction** for the projects discussed above. Identify any significant scope added to or omitted from the project between the approved GMP and the final cost of construction.
10. **Resumes and References for Key Personnel** proposed for this project. Resumes of key personnel must show experience in projects of similar size, complexity, and related challenges. Personnel should have adequate tenure specifically with CMAR firm. Provide references that can substantiate their experience and background in similar types of facility construction. The CMAR's site staff during construction is anticipated to include a Project Manager, a full-time Superintendent on-site, Project/Field Engineer and clerical support. CMAR shall not change the team staffing of this project without the consent of the Owner. Identify off-site staffing (if any) and the extent of their involvement expected as a part of this project
11. **Example of Proposed Accounting Method** for a Construction Manager at Risk contract on similar work.
12. **Describe your organization's concept for cost contingencies** both during design and during construction. What amount of the construction budget would you desire and recommend to be designated as "Construction Manager Contingency?" What is your organization's concept for the disposition of contingency funds after the completion of the project?
13. **Acknowledgment that the Certificate of Insurance** will be provided with the coverages and amounts indicated in the Agreement and Conditions.



V. EVALUATION AND INTERVIEWS

The evaluation team will consist of representatives from the County.

Proposals will be taken and reviewed upon receipt. It is anticipated a short list of Contractors may be interviewed, ***but the Owner reserves the right to not conduct any interviews and to base the selection strictly on the proposals submitted.*** The Owner may eliminate any Construction Manager(s) from the selection as late as the day prior to any potential interview if the Owner determines the proposal is insufficiently responsive to merit further consideration.

Interviews, if conducted, will be 45 minutes, with 20 minutes for the Construction Managers presentation and the remaining time for questions and discussion. The Contractor's focus on the interview should be specific to this project and the Owners concerns.



ATTACHMENTS

ATTACHMENT "A"

PROPOSAL FORMS

**Construction Manager at Risk
Wood County Tax Office Building
RFP # 2021-001**

COMPANY NAME:

To: Wood County, Texas
Attn: Daphne Carter
100 N Main Street
Quitman, Texas, 75783

Having examined Proposal Documents prepared by Wood County, Texas, dated February 11, 2021, the undersigned proposes to perform all work as Construction Manager at Risk for the above-named project. With an agreed upon GMP, the undersigned proposes to furnish all labor, equipment, and materials to complete the above-named project.

PROPOSED FEES

Based on your company's plan to complete this Project, indicate your proposed fees and prices for the Scope of Work for this Project in the following "Proposal Form." It is anticipated that the County will enter into a percent based contract with the construction manager during construction. Wood County, does not intend to share any construction cost savings with the Construction Manager at Risk; therefore, the cost savings methodology should not be submitted with the Request for Proposal. Base the computed fees below on the estimated construction budgets as stated in this proposal.

PREVAILING WAGE RATES FOR WOOD COUNTY

Wood County, for the purpose of complying with Section 2258, Subchapter B of the Texas Government Code for all public contracts, has adopted the prevailing wage rates as determined by the United States Department of Labor in accordance with the Davis-Bacon Act as the published rates for the County. These rates and additional information are listed online at: Beta.Sam.Gov

Occupational Title	Wage	Fringes
Asbestos Worker/Heat and Frost Insulator	\$24.32	\$7.52
Boilermaker	\$28.00	\$22.35
Ironworker, Reinforcing and Structural	\$23.25	\$7.32
Laborers: (Mason Tender – Cement/Concrete)	\$14.25	\$2.90
Bricklayer	\$20.00	\$0.00
Carpenter, Includes Acoustical Ceiling Installation, and Hardwood Floor Installation	\$14.30	\$0.00
Cement Mason/Concrete Finisher	\$13.29	\$0.00
Electrician	\$18.06	\$4.87
Ironworker, Structural	\$15.48	\$0.00
Laborer: Common or General	\$9.73	\$0.00
Laborer: Landscape & Irrigation	\$8.50	\$0.22
Laborer: Mason Tender – Brick	\$12.02	\$0.00
Laborer: Mortar Mixer	\$12.00	\$0.00
Operator: Backhoe/Excavator/Trackhoe	\$11.00	\$0.00
Operator: Bulldozer	\$13.00	\$0.31
Operator: Crane	\$21.33	\$0.00
Operator: Forklift	\$14.58	\$0.00
Operator: Loader (Front End)	\$10.54	\$0.00
Painter: Brush, Roller and Spray	\$13.50	\$0.00
Plumber	\$20.38	\$4.74
Roofer	\$13.64	\$1.80
Sheet Metal Worker	\$17.00	\$0.00
Tile Setter	\$15.00	\$0.00
Truck Driver	\$12.52	\$0.00

*Welders Receive rate prescribed for craft performing operation to which welding is incidental.

PROPOSAL FORM
Wood County Tax Office Building
FOR CONSTRUCTION MANAGER-AT-RISK

NOTE: CONSTRUCTION MANAGER-AT-RISK PROPOSER SHALL FILL IN AMOUNTS FOR ALL APPLICABLE COST FOR EACH PROJECT AND PROVIDE TOTAL FOR EACH LINE. IF THERE IS NO COST BY THE PROPOSER FOR AN ITEM, THE PROPOSER MUST PLACE A ZERO TO ILLUSTRATE NO COST. THE OWNER WILL NOT ALLOW ANY ITEM LISTED BELOW TO BE TRANSFERRED TO SUBCONTRACTORS OR TO THE "COST OF THE WORK".

	Summary	Wood County Tax Office Building CONSTRUCTION
1	Pre-construction fees	\$
2	Construction services percentage:	%
	Construction budget amount including CMR Fees:	\$950,000.00
	Construction fee amount = % x budget amount: (not including General conditions – line 4)	\$
3	Field and office staff cost: (from line 33 below)	\$
4	General conditions (from line 85 below)	\$
5	Total = (Pre-Construction + Construction Services Fee + Field & Office Staff + General Conditions)	\$

Proposal Signature and Acknowledgement of Addenda:

Name of Company

Signature / title

Staff to be charged to the project:

Include all necessary overhead, insurances, and multipliers within each line where applicable. General home office staff will be included in Construction Fee.

Wood County Tax Office Building
CONSTRUCTION

6	Project Manager (Part-Time or Full-Time)	\$
7	Number of weeks included	w
8	Percentage of time dedicated to the project	%
9	Superintendent On-Site (Part-Time or Full-Time)	\$
10	Number of weeks included	w
11	Percentage of time dedicated to the project	%
12	Assistant Project Manager On-Site (Part-Time or Full-Time)	\$
13	Number of weeks included	w
14	Percentage of time dedicated to the project	%
15	Assistant Superintendent On-Site (Part-Time or Full-Time)	\$
16	Number of weeks included	w
17	Percentage of time dedicated to the project	%
33	Subtotal for Field & Office Staff	\$

General conditions:

Include all necessary overhead, insurances, taxes and multipliers within each line where applicable:

Wood County Tax Office Building
CONSTRUCTION

34	Field office including accommodations for architect:	\$
35	Job office including rental, moving and set-up	\$
36	Office equipment	\$
37	Computers	\$
38	Office supplies	\$

39	Phone, fax, and internet service	€
40	Utilities for job office	€
41	Drinking water, ice, cups, coffee, etc. for meetings	€
42	Office furniture and furnishings	€
43	Postage and express shipping costs	€
44	Miscellaneous document printing	€
45	Janitorial services	€
46		
47	Staff support services:	€
48	Vehicle, rental, fuel and insurance	€
49	Cell phone	€
50	Travel expenses (travel/meals/lodging) – not travel to project site.	€
51	Two-way radios	€
52		
53	Miscellaneous project requirements:	€
54	Temporary project signage	€
55	Layout	€
56	Project photos	€
57	Progress schedules	€
58	Power consumption	€
59	Water consumption	€
60	Climate protection	€
61	Temporary sanitary facilities	€
62	Equipment/storage trailers	€
63	General handling and hoisting, fuel and maintenance	€
64	Temporary fire extinguishers	€
65	Safety equipment, labor and supplies	€
66	Field engineering labor, equipment and supplies	€
67	Small tools and consumables	€
68	Temporary fencing	€
69	Erosion control	€
70	Barricades/protection/safety rails/equipment	€
71	Equipment rentals/scaffolding	€
72	Construction clean up (daily and weekly)	€
73	Final cleaning (site and building)	€
74	Dumpsters (rental and disposal costs, exclude demolition)	€
75	Accounting and data processing fees	€
76	Independent testing and inspections	€
77	Permit and impact fees	
78		
79	Construction Manager insurance and bonding:	€
80	Builder's risk insurance	€
81	General commercial liability	€
82	Umbrella/excess liability	€
83	All other insurance required	€
84	Performance and payment bonds (Contractor)	€
85	Subtotal for General Conditions	

ATTACHMENT "B"

ACKNOWLEDGEMENT OF PROPOSAL REQUIREMENTS

Acknowledge the following addenda have been received, if applicable:

List: _____

ATTACHMENTS

Acknowledge the following items are attached to this Proposal:

1. Proposal Forms _____ (check)
2. Acknowledgement of Proposal _____ (check)
3. Certificate of Non-Collusion Statement _____ (check)
4. Texas Government Code Chapter 2270 _____ (check)
5. Conflict of Interest Questionnaire _____ (check)
6. Debarment or Suspension Certification _____ (check)
7. Disclosure and Certification of Interested Parties (Forms 1295) _____ (check)
8. Statement of Qualifications (AIA-305) _____ (check)

Authorized Signature: _____

Title: _____

Company Address: _____

Phone: _____

E-mail: _____

ATTACHMENT "C"

ACKNOWLEDGMENT OF PROPOSAL

Company Name: _____

Address: _____

Contact Person: _____

Office Phone: _____

E-mail: _____

Facsimile: _____

ACKNOWLEDGMENT: Proposer acknowledges that they accept the terms of the AIA contracts and amendments or must provide a list of any exceptions, additions, or modifications to proposed draft contracts.

It is understood that the right is reserved by the Owner to reject any or all proposals or waive any informalities in the proposal process.

Authorized Signature

Title (Seal, if a Corporation)

Name of Contracting Firm

State: Corporation, Partnership or Individual

Address

City, State, Zip

Telephone

This proposal must be submitted by 2:00 P.M. (CST) on February 11, 2021.

ATTACHMENT "D"

CERTIFICATE OF NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

NAME OF COMPANY: _____

ADDRESS: _____

PHONE: _____

FAX: _____

BIDDER'S SIGNATURE: _____

BIDDER'S PRINTED NAME: _____

POSITION WITH COMPANY: _____

SIGNATURE OF COMPANY
OFFICIAL AUTHORIZING
THIS BID: _____

OFFICIAL'S PRINTED NAME: _____

OFFICIAL'S POSITION: _____

ATTACHMENT "E"

TEXAS GOVERNMENT CODE CHAPTER 2270

The County is prohibited from contracting with any "company", for goods and services unless the following verification is included in this contract.

If CONTRACTOR qualifies as a "company", then CONTRACTOR verifies that it: (a) does not "boycott Israel"; and (b) will not "boycott Israel" during the term of this contract. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code Section 2270.001. CONTRACTOR's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.

If the Bidder cannot affirmatively swear and subscribe to the forgoing statements, the Bidder shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

Subscribed and sworn to before me this ____ day of _____, 20__.

ATTACHMENT "F"

CONFLICT OF INTEREST QUESTIONNAIRE

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the Auditors' Office of Wood County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

A copy of the law is available at:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. If required, send completed forms to the Wood County Auditor's Office located at 100 N Main Street, Suite 101, Quitman, TX 75783.

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

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

ATTACHMENT "G"

DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transaction to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of goods or services equal to or in excess of \$100,000.

Contractors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

By submitting the offer and signing this certificate, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, Common Rule (.36). (Codified in 2 C.F.R. § 601 (2020)).

Signature of Authorized Company Representative

ATTACHMENT "H"

DISCLOSURE AND CERTIFICATION OF INTERESTED PARTIES- FORMS 1295

In compliance with Section 2252.908 of the Texas Government Code, Wood County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties forms as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award.

A copy of this law is available at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>.

The online form is available at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

*****THIS FORM MUST BE COMPLETED ONLINE*****