

**SCHLEICHER COUNTY INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSALS QUESTIONNAIRE
CONSTRUCTION MANAGEMENT-AT-RISK**

Schleicher County Independent School District is requesting proposals for the selection of a Construction Manager-at-Risk (CMAR) for the construction of a new Maintenance and Bus Barn Facility and Auditorium Remodel at the Schleicher County Independent School District (hereinafter referred to as “SCISD” or the “District”). The District anticipates that the budget for this project will not exceed \$900,000.00. **It is anticipated that construction will begin in December of 2015 and will be completed by April ____, 2016.**

The selection of the CMAR will be a One Step Process in compliance with the provisions of the Texas Government Code Section 2269.253.

The selected CMAR is to assist SCISD and the Architect with cost estimating and scheduling during the pre-construction phase of the Project and to construct the Project thereafter as a CMAR.

Proposals are to include the information requested in the Questionnaire and Fee Quote that follows, in the sequence and format prescribed. Elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired.

Nine (9) bound copies of the Proposal are to be submitted to:

Schleicher County Independent School District
ATTN: Mr. Robert Gibson
Superintendent of Schools
Schleicher County Independent School District
205 Fields Ave.
Eldorado, Texas 76936

The proposals are due no later than 2:00 p.m. October 22nd, 2015.

At the published date and time of opening the District will receive, publicly open, and read aloud the names of the offerors and the monetary proposals, for each phase within the Fee Quote Form. Within forty five (45) days after the date of opening the District may interview and shall evaluate, and rank each proposal based on the published selection criteria and ranking evaluation as outlined within this request. The District will select the offeror that submits the proposal that offers the best value for the District based solely on the published selection criteria and on its ranking evaluation. Questions concerning this request shall be directed to Mr. Robert Gibson at (325) 853-2514.

SCISD reserves the right to waive any informalities and/or to reject any or all Proposals and to make the selection of the CMAR on the best value and most qualified firm to perform the work.

NOTICE OF DELEGATION OF AUTHORITY

Pursuant to Texas Government Code § 2269.053, SCISD hereby provides notice that the SCISD Board has delegated to the Superintendent of Schools the authority to:

- (1) develop Requests for Proposals, Requests for Bids, Requests for Competitive Sealed Proposals, Requests for Qualifications, and any other solicitation documents, including, but not limited to, establishing the selection criteria and weights;
- (2) advertise or publish notices of requests for bids, proposals or qualifications in a manner prescribed by law and/or otherwise solicit bids, proposals or qualifications in accordance with law;
- (3) open, review and evaluate bids, proposals, or qualifications submitted;
- (4) appoint special proposal evaluation committee members by name or title;
- (5) analyze and rank the bids, proposals, or qualifications according to the selection criteria;
- (6) negotiate proposals and contracts;
- (7) other ministerial duties as required to procure public work contracts.

PREVAILING WAGES

The selected CMAR and each subcontractor who performs any portion of the Work must comply with all applicable state and federal laws, including but not limited to laws concerned with labor, equal employment opportunity, safety, minimum wage and prevailing wage rates requirements under Chapter 2258 of the Texas Government Code.

The SCISD Board of Trustees has made a determination that the prevailing wage rate in Schleicher County, Texas for the Project is as determined by the United States Department of Labor in its Wage Rate General Decision # TX150251 dated January 2, 2015. The SCISD Board of Trustees has also determined that the prevailing wage rate for legal holiday and overtime work is the rate of one and one-half times the prevailing wage rate stated in # TX150251. The selected CMAR and each subcontractor who performs any portion of the Work must pay not less than the prevailing wage rates as determined by the SCISD Board of Trustees. A copy of the resolutions adopted by the SCISD Board of Trustees and Wage Rate General Decision # TX150251 are attached as Schedule "B". Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the Schleicher County, Texas at the time of construction.

SELECTION CRITERIA

No	Category	Rating (0-5)	X	Weight	=	Total	% of total score
1.	Qualifications						
	Firm's ability & capacity to perform the work (Current work load)		x	3	=		5.1%
	Size of Firm – Can the firm properly staff project with K-12 experienced people		x	3	=		5.1%
	Management Approach/Team Relationships		x	2	=		3.4%
	Financial and Legal Stability		x	2	=		3.4%
	Extent to which Firm's services meet District's needs		x	3	=		5.1%
	Geographic proximity of firm to SCISD		x	2	=		3.4%
2.	Experience of Personnel						
	K-12 experience with comparable projects		x	2	=		3.4%
	Construction Management at Risk experience		x	3	=		5.1%
3.	Experience of Firm						
	K-12 experience with comparable projects		x	2	=		3.4%
	Pre-construction Phase experience		x	1	=		1.7%
	Construction Manager - At Risk experience		x	3	=		5.1%
	Past relationship with the District (negative experience will be given rank of 0, no experience will receive rank of 1, positive experience will be ranked 2-5)		x	10	=		16.9%
	Claims and litigation history (no claims or litigation history will receive rank of 5)		x	1	=		1.7%
4.	References (including information regarding reputation of the firm and the firms services)						
	Total long term cost to the District to acquire firm's services		x	1	=		1.7%
	Firms impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses		x	1	=		1.7%
5.	Financial Information (negative financial information will be given rank of 0)						
6.	CM Fees						
			x	10	=		16.9%
7.	Overall Impression						
			x	5	=		8.4%
	SUM			295 pts. possible			100%

**SCHLEICHER COUNTY INDEPENDENT SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS QUESTIONNAIRE
CONSTRUCTION MANAGEMENT-AT-RISK**

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental material providing additional information may be attached, but the information requested below is to be provided in this format. As used herein, the term “Offeror” means the entity submitting this Proposal.

1. Firm Information

Name of firm:

Address of Principal Office:

Phone:

Fax:

Form of business organization (Corporation, Partnership, Individual, Joint Venture, etc.):

Year Founded:

Primary individual to contact:

2. Organization

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

How many years has your organization been in business under its present name?

Under what other or former names has your organization operated?

If your organization is a corporation, please provide: Date of incorporation, state of incorporation and officers of the corporation.

If your organization is a partnership, answer the following: Date of organization, type of partnership and names of general partners.

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

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

Has any owner or Manager of your organization been convicted of a felony? If so, please describe. (Publicly held corporations need not answer this question.)

3. Licensing

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

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

4. Experience

List the categories of work that your organization normally performs with its own forces.

Would you propose to do any work with your own forces or to bid all work to subcontractors?

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

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

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

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

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

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

Has any Owner performed an audit of your organization's work following which you or your organization returned or refunded monies to the Owner or any other entity?

Current work: List the projects your organization has under contract, giving the name and location of the project, owner, architect, contract amount, percent complete and scheduled completion date. Indicate the method of construction delivery.

Work over the last five years: List all projects (particularly educational facilities) constructed by your firm. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, owner and architect and indicate the method of construction delivery. Provide name, phone number and fax number of owner and architect of each project for reference purposes.

5. Financial Information

In response to this request, please provide a postage paid, self-addressed envelope of sufficient size to contain proprietary financial records you wish returned to you. Please identify the items provided in your response which are proprietary. SCISD will return these items in the envelope provided following its review so that this information does not become a public record subject to release in response to a request for information made pursuant to the Freedom of Information Act or Texas Public Information Act.

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

- Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
- Noncurrent assets (e.g., net fixed assets, other assets).
- Current liabilities (e.g., accounts payable, notes payable (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes).
- Noncurrent liabilities (e.g., notes payable)
- Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding par value, earned surplus and retained earnings).
- Name and address of firm preparing attached financial statement and date thereof.

Is the attached financial statement for the identical organization named under item 1 above?

If no, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent or subsidiary).

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

Provide name, address, and phone for bank reference.

Surety:

Provide the name of your bonding company, and the name and address of agent.

Performance and payment bonds for 100% of the construction cost will be required upon submission of the GMP. Is your surety listed as an acceptable surety in the Department of the Treasury Circular 570 and licensed to issue such bonds in the State of Texas?

Does your firm or any of its principals or shareholders own an interest in any equipment rental company, insurance company, holding company or any other entity that could potentially be a material supplier, lessor, insurer, or service provider on this project? If yes, please explain and provide details.

6. Experience with concepts for working as a Construction Manager at Risk.

Describe your organization's concepts for working in a team relationship with the owner and architect during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the

design/document phases. Please provide your firm's philosophy for the submission of a guaranteed maximum price (GMP).

When is it most appropriate to deliver the GMP?

Cost Estimates:

Attach a sample conceptual cost estimate prepared during the design phase of a project and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project.

Preconstruction and Construction Phase Service Fee:

Based on the attached list of Construction Management at Risk services and the general conditions, it is anticipated that the district will enter into a fixed sum contract with the construction manager. A proposed fee quote for Construction Management at Risk Services will be required with the written proposal. Please indicate any additional services normally provided by your company during each phase and how fees will be paid.

Savings:

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

Contingencies:

Describe your organization's concept for cost contingencies during design? During Construction? What is your organization's concept for the disposition of contingency funds after the completion of the project?

Cost information:

Your firm would be required to make all cost information during design and construction available to the owner and architect. Describe how this information would be furnished and how the owner and architect would be assured that it is complete and accurate.

7. Safety

Provide information as it pertains to your firm's accident frequency rate and modifier for the last two years. The district reserves the right to request a copy of your firm's safety program.

8. Personnel

Given the scope and schedule of the project, identify the specific project managers, estimator, and job site superintendents who would work on the projects. Provide a resume and references with phone numbers for each individual. Prior to contracting with a construction management firm, the District reserves the right to interview the proposed project managers and job site superintendents that will be assigned to the project. The project managers and job site superintendents shall remain on the project through final completion of the entire project.

9. Schedules

Provide samples of schedules that will be used to control various project phases.

10. References

The District reserves the right to contact as references the owners and architects listed in item 4 above regarding your organization's services.

CONSTRUCTION MANAGEMENT PROPOSAL

CONSTRUCTION MANAGEMENT-AT-RISK SERVICES

1. PRE-CONSTRUCTION SERVICES

- A. Review district's **GOALS AND PRIORITIES**
- B. Review district's overall **PROJECT BUDGET**
- C. Review district's **TIME SCHEDULE**
- D. Develop an **OVERALL MANAGEMENT PLAN AND CPM MANAGEMENT SCHEDULE** of critical design and construction dates in order to accomplish the stated objective.
- E. **SCHEMATIC DESIGN**
 - 1. Monitor evolving design and make suggestions with regard to equipment, material and systems selections.
 - 2. Consult with the Owner and Architect on means and methods of construction.
 - 3. Review schematic design documents.
 - 4. Submit input to the Owner and the Architect relative to time and cost control.
 - 5. Identify certain areas of phased construction.
 - 6. Prepare a critical data schedule.
- F. **DESIGN DEVELOPMENT**
 - 1. Review the design development documents.
 - 2. Prepare a detailed estimate based on available design drawings in a Subcontractor bid format to insure that the project is within budget.
 - 3. Analyze the project for potential alternative equipment, material and systems selections for cost savings.
 - 4. Prepare "trade-off" studies relative to value engineering.
 - 5. Review and update the critical data schedule.
 - 6. Review project for constructability.
 - 7. Discuss project with Subcontractors and Material Suppliers to determine workloads, bonding capacity availability, worker/mechanic availability, etc., and to develop interest in project, intent in bidding the work, and fine tuning the time schedule to provide best possible time to receive bids and construct the project.
 - 8. Prepare a site use study to be used for allocation of space for storage, parking and temporary facilities.
 - 9. Prepare cash flow analysis for both the design and construction phases.
- G. **CONSTRUCTION DOCUMENT/PROPOSAL PHASE**
 - 1. Prepare and update estimates in the sub-contractor format at the 50% and 90%

working drawings stage and recommend any changes necessary to stay within Owner's budget and time schedule.

2. Review the drawings and specifications and make comments and suggestions.
3. Develop a detailed CPM construction schedule.

H. Prepare **SUBCONTRACTOR PROPOSAL PACKAGES**, including:

1. Project manual, outlining the requirements of the construction.
2. Schedule (by proposal package interface).
3. Detailed scope of work.
4. Detailed document listing.
5. Proposal forms for each proposal package.
6. Form of Contract and Purchase Order forms.
7. Insurance requirements.
8. Bonding requirements.
9. Other special requirements.

I. **CONDUCT PRE-PROPOSAL MEETINGS** addressing:

1. Project requirements.
2. Document review for specific questions.
3. Sequence/schedule review.
4. Site restrictions.
5. Owner and Architect comments.
6. Other questions raised during discussions.

J. **RECEIVE PROPOSALS**

1. Assist Owner in advertising and soliciting proposals.
2. Assist Owner in proposal opening.
3. Prepare proposal tabulations for each proposal package.
4. Review proposal for compliance with Contract Documents.
5. Review apparent low proposers' qualifications, past experience and liquidity.
6. Develop recommendations for awards.
7. Assist Owner in preparation of amendment number one (1) (Guaranteed Maximum Price) Owner/Construction Manager at Risk Agreement.
8. Prepare all Subcontractor Construction Manager / Subcontractor Agreements and other paper work. Submit performance and payment bonds, insurance and other required items.

2. **CONSTRUCTION PHASE SERVICES**

A. **PROVIDE PROJECT COORDINATION AND MANAGEMENT OF SUBCONTRACTORS**

1. Establish site organization, including work and storage areas.
2. Establish job site management organization and job site procedures.
3. Maintain daily log for job site record and maintain as-built drawings and records.
4. Provide general conditions work to meet project requirements.

5. Monitor and maintain quality control.
6. Shop drawing control.
7. Equipment and material control.
8. Provide and monitor overall progress and short interval scheduling.
9. Prepare billings and progress payments.
10. Conduct Subcontractor Coordination Meeting.
11. Provide coordination between Subcontractors.
12. Prepare and receive requests for information.
13. Establish, monitor and maintain safety program and procedures.
14. Prepare agendas and conduct weekly safety and progress meetings.
15. Prepare and distribute weekly safety and progress meeting minutes.

B. PROJECT CLOSE-OUT/POST CONSTRUCTION

1. Provide operating and maintenance manuals.
2. Secure and assemble warranties or guarantees.
3. Provide check-out of equipment.
4. Instruct operating personnel in equipment operating and maintenance procedures.
5. Assist in actual start-up of equipment.
6. Complete all punch list items.
7. Implement close-out procedures and ensure requirements are met including:
 - a. Subcontractors' and vendors' final payment.
 - b. Resolution of claims.
 - c. Final change orders.
 - d. Lien releases.
 - e. Final lien waivers.
 - f. Consent of sureties.
8. Receive warranty/guaranty work items from Owner, contact Subcontractors and monitor work to insure satisfactory repairs in a timely manner.
9. Conduct walk-through with Owner and Architect at end of one-year operation.
10. Log all warranty items encountered during the first year of operation.

FEE QUOTE

1. Firm Information:

Name of firm:
Address of Principal Office:
Phone:
Fax:
Primary individual to contact:

2. Fee Proposal:

A. PRECONSTRUCTION FEE. For all pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis, list the lump sum amount you will charge. (*If the amount is "zero", enter "zero" or "0"; do not enter "no bid"*)

_____ Dollars (\$_____)

B. FEE. List your proposed fee as a percentage of the Cost of the Work.

_____ %

C. BONDS AND INSURANCE. List the cost of bonds and insurance as a percentage of the Cost of the Work.

_____ %

D. GENERAL CONDITIONS COST. For all General Conditions, list your propose cost as a lump sum per month. Refer to **Schedule "A"** for all required items to be included in the General Conditions cost. When the guaranteed maximum price is approved by the Owner, the General Conditions Cost will be converted to a lump sum for the Project by multiplying the lump sum per month submitted by the offeror and the agreed-upon schedule from the date of the notice to proceed to the date which is thirty (30) days after the date required for substantial completion.

_____ Dollars (\$_____) per month

GMP to be calculated as follows:

Cost of the Work + General Conditions + Fee + Bond Cost = GMP

3. Performance and Payment Bond:

Identify the premium for 100% performance and payment bond

_____ % of GMP

4. Liability Insurance:

Identify the premium for general liability, automobile liability, and umbrella liability insurance.

_____ % of GMP

5. Builder's Risk Insurance:

Identify the premium for builder's risk insurance.

_____ % of GMP

6. Owner/Contractor Agreement:

SCISD proposes to base the owner/construction manager agreement on the AIA Document A133 – 2009, Standard Form of Agreement Between Owner and Construction Manager as Constructor, as modified by the Owner, and AIA Document A201 – 2007, General Conditions of the Contract for Construction, as modified by the Owner, as included in this packet or as included in a subsequent addendum to this packet, *except that SCISD reserves the right to make additional changes to the any such documents as SCISD deems appropriate.*

7. Personnel:

_____ % of Time that a Full Time Job Site Superintendent will be assigned to this project.

_____ % of Time that a Project Manager will be assigned to this project.

8. Representations:

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

A. Offeror will hold Proposal open for 90 days.

B. Offer accepts Owner's right to reject any or all Proposals, to waive formalities and to accept the Proposal which Owner considers most advantageous.

C. By signing this Proposal Form, the undersigned on behalf of the Offeror affirms that,

to the best of his knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition to give an unfair advantage over other respondents in the award of this Proposal.

- D. All contingencies and savings shall be returned one hundred percent to the Owner.
- E. Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
- F. Offeror has carefully inspected the Project site, and that from the Offeror's own investigation, the Offeror has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offeror's site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.
- G. To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, the Architect, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of the Contract.

9. **Attached Schedules**

The following Schedules are incorporated with this Proposal Form by reference:

Schedule A – Items Included in General Conditions Cost

Schedule B – Resolution and Wage Rate Decision concerning Prevailing Wages

The Corporate Seal of _____

(Seal)

was hereto affixed in the presence of:

(Signature of Authorized Signing Officer)

(Title)

(Address)

(Telephone)

(Facsimile)

(Date)

SCHEDULE A

ITEMS INCLUDED IN GENERAL CONDITIONS COST

The following shall be included in the proposal for “GENERAL CONDITIONS COST” (*if allowed under the terms of the Agreement between the Owner and the Construction Manager and the General Conditions document for the Project*):

Project Executive
Project Manager
Superintendent
Assistant Superintendent
Project Engineer
Cost Engineer
Technology Engineer
Safety
Secretary
Travel - Home Office and Field
Safety Training and Programs
Fire Protection (Temporary)/Extinguishers
First Aid Supplies
Office Cleanup
Job Telephone
Ice, Cups and Coffee
CPM Schedule and Project Control Systems
Job Sign
Job Photographs (Monthly or as directed by Owner at critical stage)
Temporary Toilets
Temporary Plumbing
Safety Equipment
Office Trailers (for project personnel and job meetings), Fax Machine, DSL Lines, Email
Job office expenses, Furniture, Set-up, Maintenance and Repair
Job Office Equipment, Stationary and Supplies
Computers/Software
Copier/Maintenance Agreement
Field Office Utilities
Radios and Communications Equipment
Automobile Expensed for Construction Management Staff
Postage/Messenger
Gas, Oil, Grease

Vehicle Repair
Incidental Equipment
Mobilization/Demobilization
Printing (See note 1)
Payroll/Taxes/Insurance
Safety Fees to AGC and Dues
Field Engineering Layout
Layout Batterboard
Engineering Equipment
Survey Supplies and Equipment
Weekly Clean-Up (See note 2)
Trash Dumpsters (See note 3)
Temporary Enclosures
Small Tools
3'x6' Work Desk for Architect and Access to Construction Management Fax and Telephone
Tool Storage Sheds for Construction Management Use
Reinspection Fees
Street Clean-up
Sidewalk Protection
Off-Site Storage/Street Rental
Provide Coordination of the Following Work Items:
 a. Temporary Road
 b. Temporary Road Maintenance
 c. Temporary Barricades
 d. Traffic Control
 e. Mud/Dust Control
Reference Manuals
Advertising (Proposal Packages, Etc.)
Security of Building

- NOTES:
1. The Construction Manager will be provided with 20 sets of construction documents for his use in the GMP bidding and management of the project. Any other printing required will be the responsibility of the Construction Manager.
 2. Continual clean-up of the project and the site will be the responsibility of the Construction Manager. He must monitor and enforce clean-up responsibilities on the appropriate subcontractors. A complete site and building clean up shall be accomplished each Friday leaving the site and building clean and orderly over the weekend.
 3. Disposal fees are included in Cost of the Work.