

DISTRICT IMPROVEMENTS
REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGER-AT-RISK SERVICES

CHESTER ISD

Pursuant to the provisions of Texas Government Code Section 2269.253, it is the intention of the District to select via the one-step Request for Proposal process a Construction Manager-at-Risk for the construction of the project described herein. Persons or entities submitting proposals are referred to herein as "Offeror(s)."

Proposals are to include the information requested in Section II of this Request for Proposals in the sequence and format prescribed. In addition to and separate from the requested information, Offerors submitting proposals may provide supplementary materials further describing their capabilities and experience. Four (4) copies of the proposals are required.

PROPOSALS MUST BE RECEIVED NO LATER THAN
2:00 P. M., March 15, 2023

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

Chester Independent School District
Attn: Dr. Paul Drake, Superintendent
273 Yellowjacket Dr.
Chester, Texas 75936

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

SEALED PROPOSAL – DO NOT OPEN
CHESTER I.S.D. – 273 Yellowjacket Dr., Chester, Texas 75936
DUE AT 2:00 P.M. on March 15, 2023

Following the deadline for receipt, the District's staff will receive, publicly open, and read aloud the names of the Offerors and all fees and prices stated in the proposals. Within forty-five (45) days following the date of the opening, the District will evaluate and rank each proposal submitted in relation to the selection criteria set forth herein. The District may also request additional information from Offerors at any time prior to final ranking of Offerors. The District may select all, some or none of the Offerors for interviews. The interview, if any, will not be scored separately from the proposal, but may result in an adjustment in score. A recommendation will be made to the Board of Trustees as to the ranking of the proposals.

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

Pursuant to Texas Government Code Section 2269.254, the District will rank the proposals based on the following criteria and relative weights:

Weight /Criteria

25% The construction manager's fee for services and estimated contract overhead cost.
20% The extent of the construction manager's experience and services that meet the district's needs. 20% The reputation and references of the construction manager
15% The quality of the construction manager's services. 10% The construction manager's proposed personnel. 5% The construction manager's financial stability
5% The construction manager's safety record

All responses in your proposal may be used to rank construction managers based on the criteria. The District reserves the right to verify the accuracy and completeness of all responses by utilizing any information available to the District without regard to whether such information appears in your proposal.

By submitting a Proposal, each Offeror agrees to waive any claim it has or may have against the District, the Architect/Engineer, and their respective trustees, agents and employees, and any reference sources, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; acceptance or rejection of any Proposal; and award of a Contract.

The District shall have no contractual obligation to any Offeror, nor will any Offeror have any property interest or other right in the Contract or Work being proposed unless and until the Contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Construction Manager have either been so fulfilled by the Construction Manager.

I. SCOPE OF WORK, FORM OF CONTRACT

A. Scope of Work:

The proposed Project consists of construction of a new HS/JH building, demolition of three buildings, new lobby on competition gym, and other minor renovations.

B. Timing:

At this time, the District is estimating the Project should be substantially complete by July, 2025.

C. Budget:

The estimated budget for this Project is to be determined. General Conditions cost should be based upon a \$5,315,000 construction cost.

D. Form of Contract. The Contract between the District and the Construction Manager shall be the “Standard Form of Agreement Between Owner and Construction Manager as Contractor Where the Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price,” AIA Document A133-2009, as amended by the District for this Project (“Agreement”). A copy of the Agreement, as amended, is attached as **Exhibit “A.”** The General Conditions shall be the General Conditions of the Contract for Construction, AIA Document A201-2017, as amended by the District for this project, attached as **Exhibit “B.”** By submitting a response to this request, Offeror represents that it has reviewed the terms and conditions of the A133 and A201, and will execute these documents in substantially similar form, subject to final approval by the District’s Board of Trustees. **Offeror must state any requested modifications to these Contract Documents as part of its response to this Request. If no requests are made, Offeror will be expected to execute the Contract documents without modification.**

The Prevailing Wage Schedule adopted by the Board of Trustees is attached as **Exhibit “C.”**

Offerors must complete and submit the Felony Conviction Notification (**Exhibit “D”**) and Non-Collusion Affidavit (**Exhibit “E”**) with its response to this Request.

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

II. INFORMATION TO BE PROVIDED BY OFFERORS

Please provide the following information concerning your firm:

A. Offeror Information

1. Name of Firm
2. Business Address
3. Telephone Number
4. Fax Number
5. Email Address
6. Type of Organization (Individual, Partnership, Corporation, Association)
7. Number of Permanent Employees. (Employees hired for the duration of a specific project or under a fixed-term contract are not considered permanent employees for purposes of this proposal)
 - i. Home Office
 - ii. Field
8. Primary Contact Person for District inquiries

9. Main Office Location (if different than above)
10. Describe any substantial changes in ownership of your firm during the past five (5) years.
11. How many years has your firm operated under its current form of business organization?
12. List all professional or industry organizations in which your firm or its principals are members.
13. In order to assist the District in determining whether there exist any conflicts of interest, please describe any business or family relationships between any member of the District Board of Trustees and:
 - i. your firm;
 - ii. any principal of your firm;
 - iii. any subcontractor you are considering using to perform any portion of the project work; or,
 - iv. any principal of such subcontractor.

B. Personnel Information

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

1. Principals/ Corporate Officers:
 - i. President
 - ii. Vice President
 - iii. Partners
2. Project Management Candidates
 - i. Project Manager
 - ii. Superintendent

For the Project Manager and Superintendent candidates, please list up to three (3) persons you consider qualified for the positions. Please also provide a list of the principal duties and responsibilities you anticipate assigning to the Project Manager and to the Superintendent.

C. Licensing

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

D. School Projects

List all educational building projects your firm has completed within the past ten (10) years, and for each project list:

1. Project Owner
2. Brief description of the project
3. Client, client contact person, and telephone number for reference purposes

4. Date construction completed
5. Managing Principal
6. Project Architect or Engineer

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

7. Original contract amount
8. Final contract amount
9. Number of change orders
 - i. initiated by contractor
 - ii. initiated by owner or architect

References shall be considered relevant based on specific project participation and experience with the Proposer. The District may contact references during any part of this process.

E. Organization

1. Describe the most common problem or challenge which you have encountered in school construction and your method for addressing the issue. (Maximum 2 page).
2. Describe your firm's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. (Maximum 2 page).
3. Explain in detail how your firm will handle warranty issues.
4. List the classifications of work or trades which you anticipate performing with in- house forces.
5. Provide information regarding your firm's strategy for completing projects timely and on-budget.

F. Claims and Litigation

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

G. Current Work Load

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

1. Project name

2. Location
3. Owner
4. Architect
5. Current contract amount
6. Percent complete
7. Specified contract completion date

H. Financial Information

1. Total amount of work performed as general contractor for each of the past five (5) years.
2. Bonding capacity
 - i. Per project
 - ii. Aggregate
3. Bank reference(s)
 - i. Individual, title
 - ii. Name of bank
 - iii. Address
 - iv. Telephone
4. Bonding Company reference(s)
 - i. Individual, title
 - ii. Name of bank
 - iii. Address
 - iv. Telephone
5. Dunn & Bradstreet rating, if available
6. Attach a financial statement, preferably audited; include your organization's latest balance sheet and income statement showing the following items:
 - i. Current assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses.)
 - ii. Non-current assets (e.g., net fixed assets, other assets.)
 - iii. Current liabilities (e.g., accounts payable, notes payable, (current), accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes.)
 - iv. Non-current liabilities (e.g., notes payable.)
 - v. Capital accounts and equity positions (e.g., capital, capital stock, authorized and outstanding shares per value, earned surplus and retained earnings.)
 - vi. Name and address of firm preparing attached financial statement and date thereof.

I. Cost Control Information

1. Describe your organization's methods for estimating costs, and for scheduling during the design phase. It is anticipated that the Contract documents will require that a Guaranteed Maximum Price be furnished at the 90% construction document phase (Maximum ½ page).

2. 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 (The identity of the project may be concealed. The intent is to see the nature and the format of the cost information provided. Maximum 3 sample pages for each phase.)
3. Describe your organizations cost control system utilized during the Construction Phase (Maximum ½ Page).

J. Safety Record

1. Submit the safety performance record in the form of your Worker's Compensation modifier for the current year and the three previous years and your Total Recordable Incident Rating (TRIR) for each of the three previous years.

PROPOSAL FORM

Company Name: _____

Address: _____

Phone: _____

Fax: _____

Having examined the Request for Proposal, the following is a breakdown of all proposed fees and costs.

A. FEE PROPOSAL

FEE: (percentage of GMP) _____%

Includes the cost of Overhead, Profit, Home Office Labor and Expenses.

1. GENERAL CONDITIONS COST: (percentage of GMP)

2.1 Premium for 100% Performance and Payment Bonds _____%

2.2 General, Automobile & Umbrella Liability Insurance _____%

2.3 Builder's Risk Insurance _____%

2.4 Indirect Costs are the following _____%

Superintendent (full time)
Assistant Superintendent (as needed)
Project Manager (as needed)
Field Operations Manager (as needed)
Employee Benefits for above
SS and Unemployment Taxes for above
Workers Compensation Insurance for above
Printing – Record & Shop Drawings only
Project Office Supplies
Postage & Express Shipping Charges
Personnel Relocation
Project Office Utilities
Travel, Meals, and Lodging

Job Office Rental
Haul and Set-up Trailer
Pick-up Truck Rental
Pick-up Truck Fuel & Maintenance
Secretarial Support
Two-way Radios
Project Office Telephones
First-Aid Supplies
Drug Screens
Progress Schedules
Accounting Fees
Data Processing Fees
Project Office Machines

TOTAL OF ALL GENERAL CONDITIONS COST _____%

2. PRECONSTRUCTION SERVICES NOT-TO-EXCEED COST

All costs for pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis are included in the FEE, item 1 above. However, if the construction phase does not commence for any reason, payment to the Construction Manager for preconstruction services shall be the necessary and reasonable cost of such services, not to exceed the lump sum of:

Dollars \$

(Amount in figures) If the amount is "zero", enter "0"; do not enter "no bid"

3. SAVINGS SPLIT Owner _____% CM _____%

B. **ADDENDA**

Undersigned acknowledges receipt of Addenda Nos.:

C. **CONSTRUCTION MANAGER'S PERSONNEL**

The Offeror agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:

Project Manager: _____

Project Superintendent: _____

D. **REVIEW OF CONTRACT AGREEMENTS**

The Offeror certifies that he has reviewed the AIA A133-2009 and AIA A201-2017, as modified by Owner and attached as Exhibits A and B.

_____ Yes _____ No

Offeror agrees that if any revisions are requested to the terms and conditions in the Agreements attached as Exhibits A and B, they are listed below or attached on a separate sheet and submitted with the Proposal response:

_____ Yes _____ No

E. REPRESENTATIONS

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

1. Offeror will hold Proposal open for acceptance for ninety (90) days.
2. Offer accepts Owner's right to reject any or all Proposals, to waive formalities and to accept the Proposal which Owner considers most advantageous.
3. By signing this Proposal Form, the undersigned on behalf of the Offeror affirms that, to the best of his knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents in the award of this Proposal.
4. All contingencies and savings shall be returned one hundred percent (100%) to the Owner.
5. Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
6. Offeror has carefully inspected the Project site, and that from the Offeror's own investigation, the Offeror has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offeror's site observations with the requirements of the Contract Documents. The Offeror understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.
7. All information submitted by the Offeror to the Owner in response to this Request for Proposals is true and correct. The District, or any authorized representative of the District, is authorized by the undersigned to contact any firm, institution, or person to obtain information about our firm's services, financial condition, and any other information which the District might determine as being desirable.
8. 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 a Contract.
9. The Project will be undertaken in accordance with the applicable provisions of Chapter 2269, Subchapter F of the Texas Government Code.

By: _____
(Signature) (Printed Name) (Title)

SCHEDULE A

GENERAL CONDITIONS WORK

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

1. LABOR COSTS

1.1 Wages and salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site.

1.2 Wages and salaries of the Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work.

1.3 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included under Sections 1.2 and 1.3.

2. MATERIAL AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

2.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

2.2 Costs of materials described in Section 2.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

2.3 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

3. MISCELLANEOUS COSTS

3.1 Sales, use or other similar taxes imposed by a governmental authority that are related to the Work and for which the Owner (1) is not exempt under Texas law, or (2) has not timely provided a certificate of exemption or similar proof of the Owner's tax exempt status.

3.2 Fees and assessments for the building permit and for other permits, licenses, and inspections for which the Construction Manager is required by the Contract Documents to pay.

3.3 Royalties and license fees paid for the use of a particular design, process, or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirements of the Contract Documents.

EXHIBIT A

**AIA A133—2009, AS MODIFIED BY
OWNER**

1. No Owner Modifications made to this document.

EXHIBIT B

AIA A201-2017, AS MODIFIED BY OWNER

1. No Owner modifications made to this document.

EXHIBIT C
PREVAILING WAGE RATE
AS ADOPTED BY Tyler County

1. To be determined at time of project bidding.

EXHIBIT D

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No.1, Section 44.034, Notification of Criminal History, Subsection (a) states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

This notice is not required of a Publicly-held Corporation.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name:

Authorized Company Official's Name (Printed):

- ☐ a. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable:

Signature of Company Official

- ☐ b. My firm is not owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official_____

- ☐ c. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s)_____

Details of Conviction(s)_____

Signature of Company Official_____

EXHIBIT E

ACKNOWLEDGMENT FORM - 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 submission in collusion with any other proposer, and that the contents of this submission as to prices, terms or conditions of said submission 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 submission.

Vendor: _____

Address: _____

Phone: _____

FAX: _____

Respondent (Signature): _____

Respondent (Print Name): _____

Position with Company: _____

Signature of Company Official Authorizing Submission: _____

Company Official (Print Name): _____

Official Position: _____