



REQUEST FOR QUALIFICATIONS/PROPOSALS

CITY OF ENNIS, TEXAS

Construction Management-At-Risk (CMAR) Services

Two-Step Process

For Community Services Center

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ATTACHMENTS

DOCUMENT 00 11 13

ADVERTISEMENT

1.1 OWNER

City of Ennis, Texas
P.O. Box 220
Ennis, Texas 75210

1.2 PROJECT

Construction of a new Community Services Center, a multipurpose facility to house the Ennis CARES Program and other nonprofit organizations.

The new Community Services Center for the City of Ennis, Texas will be located on the West side of Ennis near the Regional Medical Center, with easy access to Highway 287 and Interstate 45. The facility is estimated to be 21,000 sf single-story structure, with a combination of pre-engineered and conventional systems.

The community center will be a resource hub for the City of Ennis by providing aid and resources to the surrounding areas. Features to be included will consist of a centralized lobby, reception and check-in, food pantry, health clinic, exercise room, multipurpose room, administration offices, serving kitchen, chapel, warehouse storage, and supporting spaces.

The site will provide outdoor plaza space for gathering and vendors during city events and will include utilities, fire lane, landscaping, retaining walls, pickleball courts, outdoor patio and walking trails.

1.3 ARCHITECT

Parkhill
3000 Internet Blvd, Ste 500
Frisco, Texas 75034
972.987.1670

1.4 DESCRIPTION

A. Owner is requesting qualifications/proposals for CONSTRUCTION MANAGEMENT-AT-RISK (CMAR) Services. You are invited to submit a response on the attached forms.

1.5 ESTIMATED CONSTRUCTION BUDGET

A. The estimated construction budget is \$11,000,000

1.6 BASIS OF QUALIFICATIONS/PROPOSALS:

- A. Owner will be utilizing the CMAR (Two Step Process) Procurement Method as authorized by the Texas Government Code, Chapter 2269, Subchapter F, (<https://statutes.capitol.texas.gov/>).

1.7 SUBMISSION OF QUALIFICATIONS/PROPOSALS

- A. Step 1: Sealed qualifications will be received by Ms. Angie Wade, City Secretary in the Commission Chambers of the Ennis City Hall at 107 N. Sherman until 2:00p.m., local time, Friday, August 11th, 2023. Any qualifications received after the deadline will be returned to the sender unopened. **Do not submit any fee, pricing or general condition cost information in Step 1.**
- B. Step 2: Based solely on the basis of the submitted qualifications, 5 or fewer selected Offerors will be notified of time/date/place to submit sealed proposals which will provide additional information, including CMAR fee(s) and prices for fulfilling the general conditions. Any Proposals received after the deadline will be returned to the sender unopened.

1.8 OPENING OF QUALIFICATIONS/PROPOSALS

- A. Qualifications/Proposals will be opened publicly and read aloud immediately after closing of Qualification/Proposal time.

END OF DOCUMENT

DOCUMENT 00 11 18

REQUEST FOR QUALIFICATIONS/PROPOSALS

- 1.1 OWNER: CITY OF ENNIS
P.O. Box 220
Ennis, Texas 75210
Attn: City Secretary Angie Wade
- 1.2 PROJECT: CONSTRUCTION MANAGEMENT-AT-RISK (CMAR) SERVICES FOR
COMMUNITY SERVICES CENTER
- 1.3 ARCHITECT: PARKHILL
3000 Internet Blvd, Ste 500
Frisco, Texas 75034
972.987.1670
- 1.4 DESCRIPTION: OWNER WILL RECEIVE SEALED QUALIFICATIONS AND SEALED
PROPOSALS FOR CMAR SERVICES.
- 1.5 BASIS OF QUALIFICATIONS/PROPOSALS: OWNER WILL BE UTILIZING THE CMAR
(TWO STEP PROCESS) PROCUREMENT METHOD AS AUTHORIZED BY THE TEXAS
GOVERNMENT CODE, [CHAPTER 2269, SUBCHAPTER F](#). THE SELECTION CRITERIA
USED TO EVALUATE EACH OFFERORS QUALIFICATION/ PROPOSAL WILL INCLUDE
THE FOLLOWING:
- A. Step 1 – Request for Qualifications
1. (0-10 points) Resume of project manager.
 2. (0-20 points) Resume of job superintendent.
 3. (0-25 points) Past experience on projects of similar scope, size, complexity and location.
 4. (0-15 points) Past experience as CMAR.
 5. (0-15 points) Description and example of your methodology and process to keep and enforce sub-contractors and vendors to maintain the Project Schedule\.
 6. (0-5 points) List of all litigation or claims made with Offeror and an Owner or Architect, including any projects that Offeror failed to fulfill the terms of the contract with Owner in the last 5 years.
 7. (0-10 points) Safety Record: Provide information related to your firm’s accident frequency rate for the last 3 calendar years, including any OSHA citations and deaths that have occurred on your projects; annual OSHA Recordable Incident Rates (RIR) for all work performed; annual OSHA Lost Workday Care Incident Rates (LWCIR) for all work performed; and describe how your company manages construction safety risks and the safety resources that the firm provided for each project’s safety program. Complete the table below.

Year	Total Hours Worked	Number of Recordable Injuries	Incidence Rate for Recordable Injuries	Number Lost Time Injuries	Incident Rate L/T, R/D, Transfer Injuries	Incident Rate Other Recordables
2022						
2021						
2020						

8. Letter of Intent to issue Performance and Payment Bonds from Offeror’s bonding company listing availability of current bonding capacity and amount of work currently under bond.

B. Step 2 – Request for Proposals

1. (0-15 points) Price-Compensation for Pre-Construction Phase Services.
2. (0-75 points) Price-Compensation for Construction Phase Services.
3. (0-10 points) Any other relevant factor or additional information that you feel is important for the evaluation committee to know and not previously addressed.

C. Ranking and selection of the CMAR will be based on the scoring and evaluation of the listed selection criteria in Step 1 and Step 2 determined to provide the best value to Owner.

D. The estimated construction budget is \$11,000,000

E. Proposals shall be made using the enclosed Proposal Form(s).

1.6 SUBMISSION: SUBMIT QUALIFICATIONS/PROPOSALS AS FOLLOWS:

A. General: Prior to the Qualifications/Proposals date and time, sealed Qualifications/Proposals (prepared according to the Instructions to Proposers) may be sent to Angie Wade, City Secretary at the address below. Qualifications/Proposals received prior to the time of opening will be securely kept, unopened. Qualifications/Proposals received after the time set for opening will not be considered.

B. Address to: CITY OF ENNIS
P.O. Box 220
Ennis, Texas 75210
Attn: City Secretary Angie Wade

C. Opening Location: Ennis City Hall
City Commission Chambers
107 N. Sherman
Ennis, Texas 75119

D. Date: August 11, 2023

E. Time: 2:00PM, local time

1.7 OPENING OF QUALIFICATIONS/PROPOSALS:

- A. Step 1: Qualifications will be publicly opened in the identified location immediately after closing of qualification time to identify:
 - 1. The name of Offeror
 - 2. Other contents of the qualifications will be afforded security sufficient to preclude disclosure of contents prior to selection.
- B. Step 2: Selected Offerors will submit their proposals for Step 2 at the time/date/place as shown in their selection notification. Proposals will be publicly opened immediately after closing of proposal time to identify:
 - 1. The name of Proposer and respective proposed fees or prices.
 - 2. Other contents of the proposals will be afforded security sufficient to preclude disclosure of contents prior to award or rejection action.

1.8 QUALIFICATION/PROPOSAL EVALUATION PROCESS:

- A. Step 1: After opening the Qualifications, the Evaluation Committee will evaluate and rank each Offeror with respect to the published Selection Criteria for Step 1. The Evaluation Committee shall select 5 or fewer Offerors that submit qualifications that offers the best value for Owner based on the published selection criteria and point system in Step 1. Other than the data read at the Qualification opening, the Evaluation Committee shall not disclose any information derived from the Qualifications submitted by competing Offerors in conducting such discussions.
- B. Architect will notify the selected Offerors via email of the time/date/place they are to submit their Proposals and other required information, if any.
- C. Step 2: After opening the Proposals, the Evaluation Committee will evaluate and rank each Proposal with respect to the published Selection Criteria in Step 2. Other than the data read at the Proposal opening, the Evaluation Committee shall not disclose any information derived from the Proposals submitted by competing proposers in conducting such discussions.
- D. Owner shall first attempt to negotiate a contract with the highest ranked Proposer. If Owner is unable to negotiate a satisfactory contract with the selected Proposer, Owner shall formally and in writing, end negotiations with that Proposer and proceed to negotiate with the next Proposer in the order of the selection ranking until a contract is reached or negotiations with all ranked Proposer end.
- E. It is the intent of Owner to enter into a contract with the selected Offeror at the earliest scheduled City Council Commissioners Meeting once an agreement has been reached.
- F. Following Owner's award of a contract or Proposal rejection action, Proposers will be notified by e-mail message or mail.
- G. The award or rejection action regarding this Proposal is at the sole discretion of Owner and Owner makes no warranty regarding this Proposal that a contract will be awarded to any Proposer.
- H. If the Contract is awarded, it will be awarded to Proposer offering the best value to Owner. Owner is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for Owner, as determined by Owner.

1.9 QUALIFICATION/PROPOSAL EVALUATION COMMITTEE:

- A. The Evaluation Committee will be comprised of City of Ennis representatives and Parkhill representatives.

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- B. All questions concerning the Qualification/Proposal documents shall be directed to **Kyle Bodine** with Parkhill at **KBodine@parkhill.com**. Under no circumstances shall a Proposer contact members of the Evaluation Committee, members of the City Commission, City Administrators or any other officials concerning this Request for Qualifications/Proposals.

1.10 FORMALITIES:

- A. Owner reserves the right to reject, in its sole discretion, any or all Qualifications/Proposals submitted in response to this RFQ/P, or any part of the Qualification/Proposal and/or waive minor technicalities. Owner's waiver of any deviations in any Qualification/Proposal will not constitute a modification of this RFQ/P and will not preclude Owner from asserting all rights against CMAR for failure to fully comply with all terms and conditions of this RFQ/P. All Qualifications/Proposals in response to this RFQ/P become the property of Owner and may be subject to release to any requester under the provisions of the Texas Public Information Act, Chapter 552 of the Texas Government Code, and Attorney General Opinions issued under that statute. Owner may re-issue another RFQ/P for the services as described in this RFQ/P or similar services at any time.

1.11 APPLICABLE GOVERNING LAWS AND REGULATIONS

- A. In accordance with the Instructions to Proposers, all Proposers must comply with State and Federal Labor Laws concerning wage rates.

1.12 PERFORMANCE AND PAYMENT BOND:

- A. As a part of this qualification and as described in this Section Paragraph 1.5, each Offeror shall provide a Letter of Intent to issue Performance and Payment Bonds from Offeror's bonding company listing availability of current bonding capacity and amount of work currently under bond. Offeror shall establish through this letter the ability to provide the bonds in the amount of the published budget and schedule.
- B. Within 10 days after the Guaranteed Maximum Price is established an Agreement Amendment to the contract is approved, the successful Proposer shall furnish Performance and Payment Bonds to Owner for 100 percent of the Guaranteed Maximum Price.

1.13 INSURANCE REQUIREMENTS:

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- A. The successful Proposer will be required to supply proof of insurance in accordance with the requirements listed in Document 00 21 16 Instructions to Proposers prior to the start of this Project.

1.14 RFQ/P TIME LINE

- A. The following time line is anticipated.

August 11 th , 2023	Qualification responses due for Step 1. Qualifications evaluated by Evaluation Committee, ranked to develop short list of up to 5 Proposers.
August 22 nd , 2023	Short-listed Proposers notified to submit Proposal for Step 2 and whether an interview will be required.
September 1, 2023	Proposal responses due for Step 2. Interviews of short-listed Proposers, if any. Proposals evaluated by Evaluation Committee.
September 19 th , 2023	Evaluation Committee and City Administration recommendation of selected Proposer to the City Commission for consideration.

1.15 CONSTRUCTION SCHEDULE:

- A. Preliminary Schedule:
1. Design: FEB 2023 to FEB 2024
 2. Bid: MAR 2024 to APRIL 2024
 3. Construction: MAY 2024

END OF DOCUMENT

DOCUMENT 00 21 16

**INSTRUCTIONS TO PROPOSERS
(Two-Step Delivery Method)**

ARTICLE 1 DEFINITIONS

- 1.1 Proposal Documents include the Qualification/Proposal Requirements and Contract Information. The Proposal Requirements consist of the Request for Qualifications/Proposal, Instructions to Proposers, Scope of Proposals, the Qualification Form, the Proposal Form, and other sample proposal and contract forms. The proposed Contract Information consists of Conditions of the Contract (General and Supplementary), Standard Form of Agreement, Amendments to Standard Form of Agreement, Insurance and Bond Requirements and all Addenda issued prior to execution of the Contract.
- 1.2 Definitions set forth in the General Conditions of the Contract for Construction and its supplements, AIA Document A201-2017, or in other Contract Documents are applicable to the Proposal Documents.
- 1.3 Addenda are written or graphic instruments issued by Architect prior to the execution of the Contract which modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.
- 1.4 A Proposal is a complete and properly signed Proposal submitted in Step Two to do the Work for the sums stipulated therein, submitted in accordance with the Proposal Documents.
- 1.5 Qualifications is a complete and properly submitted document in Step One which responds to the qualification questions.
- 1.6 Proposer (Offeror) is a person or entity who submits a Proposal or Qualifications.

ARTICLE 2 PROPOSER'S REPRESENTATIONS

- 2.1 Proposer, by making a Proposal, represents that:
 - 2.1.1 Proposer has read and understands the Proposal Documents and the Proposal is made in accordance therewith.
 - 2.1.2 Proposer has read and understands the Proposal Documents or Contract Information, to the extent that such documentation relates to the Work for which the Proposal is submitted, for other portions of the Project, if any, being proposed concurrently or presently under construction.
 - 2.1.3 Proposer has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated Proposer's personal observations with the requirements of the Proposal Documents.

ARTICLE 3 PROPOSAL DOCUMENTS

3.1 EVALUATION CRITERIA

3.1.1 Step 1 – Request for Qualifications

1. Item 1. Project Manager resume and experience shall include the following:
 - a. A brief description of each project team member's position and responsibilities for the Project.
 - b. Team member's formal education level.
 - c. Team member's work experience for Proposer's company as well as other similar companies.
 - d. Specific projects the team member has worked on for Proposer's company as well as other similar companies. Include the project date of commencement and completion, contract amount and references.
 - e. Project references with Owner and Architect contact information for member of the proposed team.
2. Items 1 and 2. Project manager and job superintendent resumes and experience shall include the following:
 - a. A brief description of each project team member's position and responsibilities for the Project.
 - b. Each team member's formal education level.
 - c. Each team member's work experience for Proposer's company as well as other similar companies.
 - d. Specific projects the team members have worked on for Proposer's company as well as other similar companies. Include the project date of commencement and completion, contract amount and references.
 - e. Project references with Owner and Architect contact information for each member of the proposed team.
3. Item 3. As a minimum, provide the requested information in a uniform format, clearly indicating if project was built by the proposing entity, or a current employee who built the project while working for a different employer.
4. Item 4. Describe and list past and current projects being constructed by the proposing entity with a CMAR contract. If a current employee constructed the project while working for a different employer clearly delineate that relationship. Include the following information: Owner, Project Name, Date Completed, Project Duration, Final Cost, GMP amount without any contingencies and job superintendent.
5. Item 5. Describe your process or method to maintain and enforce Project Schedules with sub-contractors, vendors and material suppliers. How do you monitor schedules, what do you do when a schedule gets behind, and what do you do to get back on schedule without extending the completion date. Give a real example where a project got behind schedule and how the schedule got caught up.
6. Item 6. History of Litigation/Claims

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- a. List all projects that involved litigation or claims in the last 5 years made between Owner and/or Owner's Architect and Proposer. Provide a brief description of each instance and the current status.
 - b. List all projects that Proposer failed to fulfill the terms of the contract with Owner. Provide a brief description of each instance.
7. Item 7. Provide the requested information in the Table and respond to the safety questions.
 8. Item 8. Letter of Intent to issue Performance and Payment Bonds from Proposer's bonding company listing availability of current bonding capacity and amount of work currently under bond.

3.1.2 Step Two - Request for Proposals

1. Item 1. Price – Compensation for Pre-Construction Phase Services: Based upon the responsibilities described in AIA Document A133 2019 Article 2 – Construction Manager Responsibilities, including but not limited to the following:
 - a. Attendance of project meetings by the Project Manager and Estimator to review the design progress.
 - b. Assistance to Architect in analysis and selection of major building systems by providing cost evaluations of different methods and materials. An example would be the evaluation and comparison of wall systems such as masonry or metal stud. Another example would be the evaluation and comparison of mechanical systems such as roof top units and four-pipe systems.
 - c. Assistance to Architect in review and development of the overall program schedule including sequencing, phasing, construction duration and other factors as required.
 - d. Development of construction cost budgets for each project from preliminary design documents and discussions with Architect in order that a Scope of Work is defined that is within the available funds.
 - e. Development of an overall program management plan and critical path management of critical design and construction dates for early order of equipment and/or materials.
 - f. Review all Preliminary, Schematic Design, Design Development and Construction Documents at intermediate and final stages.
 - g. Advertising and bidding the various portions of Work to subcontractors in accordance with the State of Texas Local Government Code.
 - h. Preparation of a summary of all competitive bids received and a recommendation for award of each subcontract based upon the Construction Manager at Risk (CMAR)'s analysis of the bids and evaluation of the subcontractor's ability and qualifications to perform the Work.
 - i. Development of a Guaranteed Maximum Price Proposal, review of the Proposal with Owner and Architect and modification as necessary to reach an agreed upon GMP.

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2. Item 2. Price – Compensation for Construction Phase Services: Based upon the responsibilities described in AIA Document A133 2019 Article 2 Construction Manager Responsibilities of this Section including but not limited to the following:
 - a. CMAR’s Fee based upon a fixed percentage of the cost of work. This fee shall not include any direct project related expenses as defined in Article 6 of A133 generally referred to as General Condition Costs. CMAR’s Fee is considered the markup or profit on the cost of work.
 - b. General Condition Costs based upon the Construction time indicated for each project.
 - c. The General Condition Costs shall include all labor and material necessary for effectively performing the construction phase services. Proposer may modify and/or add labor and material as required to accurately provide the costs necessary to complete each project.
 3. Item 3. Other relevant factors. Any information that has not been requested that Proposer considers important to the selection process.
- 3.1.3 Minimum Standards for Responsible Proposers: Proposers are required to affirmatively demonstrate their responsibility by meeting the following minimum requirements:
1. Adequate financial resources;
 2. 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.
 6. Owner may require other information sufficient to determine Proposer’s ability to meet these minimum standards listed above
- 3.1.4 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, REQUEST FOR PROPOSAL, 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 the contract.
- 3.1.5 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.

3.2 COPIES

- 3.2.1 Proposers may obtain complete sets of the Proposal Documents as defined in the Request for Qualifications/Proposals.
- 3.2.2 Proposers shall use complete sets of Proposal Documents in preparing Proposals; neither Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Qualification/Proposal Documents.
- 3.2.3 In making copies of the Proposal Documents available on the above terms, Owner and Architect do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant permission for any other use of the Proposal Documents.

3.3 INTERPRETATION OR CORRECTION OF PROPOSAL DOCUMENTS

- 3.3.1 Proposer shall carefully study and compare the Proposal Documents with each other, and with other Work being proposed concurrently to the extent that it relates to the Work for which the Qualification/Proposal is submitted, shall examine the site and local conditions, and shall at once report to Architect errors, inconsistencies or ambiguities discovered.
- 3.3.2 Proposers requiring clarification or interpretation of the Proposal Documents shall make a written request which shall reach Architect at least 3 days prior to the date for receipt of Qualification/Proposals.
 - 1. Only interpretations or clarifications answered by Architect will be binding.
 - 2. Owner is not responsible for any other explanation or interpretations, which anyone presumes to make.

3.4 ADDENDA

- 3.4.1 Refer to items below:
 - 1. Owner reserves the right to issue Addenda at any time prior to the Proposal opening. All such Addenda become, upon issuance, an inseparable part of the RFQ/P.
 - 2. Interpretations, corrections, approvals and changes of the Proposal Documents will be made by Addendum.
 - 3. All formal written Addenda become a part of the Proposal Documents.
 - 4. Interoperations, corrections and changes of the Proposal Documents made in another manner will not be binding, and Proposers shall not rely upon them.
 - 5. Addenda can only be issued by Architect.
 - 6. Addenda will be delivered to all that request an RFQ/P packet from Architect.
 - 7. Proposers shall acknowledge receipt of all Addenda on the Proposal Form.
 - 8. Failure to receive such Addenda does not relieve Proposer from any obligation under his Qualification/Proposal as submitted.

3.5 CONDITIONS OF QUALIFICATION/PROPOSAL

- 3.5.1 ETHICS: 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.
- 3.5.2 CONFLICT OF INTEREST: No public official shall have a personal interest in this proposal or any resulting contract in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

Notice to Proposers: Conflict of Interest Questionnaire required by Chapter 176 of the Texas Local Government Code. Refer to 00 43 00 Procurement Form Supplements.

- 3.5.3 **INDEMNIFICATION: SUCCESSFUL PROPOSER SHALL DEFEND, INDEMNIFY AND SAVE 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 AND COSTS WHICH MAY BE OBTAINED AGAINST OWNER AND ARCHITECT GROWING OUT OF SUCH INJURY OR DAMAGES;** provided and except however, that this indemnification provision shall not be construed as requiring CMAR to indemnify or hold harmless a registered architect, a licensed engineer or agent, servant, or employee of a registered Architect or licensed Engineer, from liability for personal injury, death, property injury, or any expense that arises from personal injury, death or property damage, that is caused by or results from (1) defects in plans, designs or specifications prepared, approved or used by Architect or Engineer; or (2) negligence of Architect or Engineer in the rendition or conduct of professional duties called for arising out of the construction contract and the plans, designs or specifications that are a part of the construction contract.
- 3.5.4 COMPLIANCE: Proposer and Qualification/Proposal shall comply with all Federal, State, County and local laws. Proposer shall not hire nor Work any illegal alien.
- 3.5.5 WAIVER OF CLAIMS: By tendering a Qualification/Proposal in response to this Request for Qualification/Proposal, Proposer acknowledges that it has read and fully understands the requirements for submitting a Qualification/Proposal, and the process used by Owner for selecting a CMAR. Further, by submitting a Proposal, REQUEST FOR QUALIFICATION/PROPOSAL instructions, Proposer fully, voluntarily and understandingly waives and released any and all claims against Owner, Architect or any of their trustees, officers, agents and/or employees that could arise out of the administration, evaluation, recommendation or selection of any Proposal submitted in response to this Request for Qualification/Proposal.

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- 3.5.6 Unless a prevailing wage schedule is otherwise attached hereto, the City Commissioners 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 owner. These rates are listed on the following website:
<https://sam.gov/wage-determination/TX20230246/2>
- 3.5.7 It is in the intention of Owner to award the work within 90 days from receipt of Proposals. However, Owner may reject all Proposals and abandon the Project if determination is made that the Project would not be in the best interest of Owner.
- 3.5.8 Owner is qualified for exemption from State and Local Sales Tax pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Applicable State Sales Taxes by complying with such procedures as may be prescribed by the State Comptroller of Public Accounts.

3.6 CONFIDENTIAL DATA

- 3.6.1 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.

ARTICLE 4 QUALIFICATION/PROPOSAL PROCEDURES

4.1 FORM AND STYLE OF QUALIFICATION/PROPOSALS

- 4.1.1 Qualifications/Proposals shall be bound, include a table of contents, information located behind tabs and the requested information shall be **organized and numbered in the exact order** as the selection criteria as listed in Paragraph titled BASIS OF PROPOSALS in the document titled REQUEST FOR QUALIFICATIONS/PROPOSALS.
- 4.1.2 Proposals shall be submitted on the Proposal form included with the Proposal Documents.
- 4.1.3 All blanks on the Proposal Form shall be filled in by typewriter or manually, in ink.
- 4.1.4 Where so indicated by the makeup of the Proposal Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- 4.1.5 Interlineations, alterations and erasures must be initialed by the signer of the Proposal.
- 4.1.6 Proposer shall make no stipulations on the Proposal Form nor qualify the Proposal in any manner.
- 4.1.7 A Proposal submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind Proposer.

4.2 SUBMISSION OF QUALIFICATIONS/PROPOSALS

- 4.2.1 All copies of the Qualification/Proposal and other documents required to be submitted with the Qualification/Proposal shall be enclosed in a sealed opaque envelope or box. The envelope or box shall be addressed as indicated in the Request for Qualifications/Proposals and shall be identified with the Project name, the Qualification/Proposal Number, the Step number, Proposer's name and address and the Work for which the Qualification/Proposal is submitted. If the Qualification/Proposal is sent by mail, the sealed envelope or box shall be enclosed in a separate mailing envelope with the notation "SEALED QUALIFICATION/PROPOSAL ENCLOSED" on the face thereof.
- 4.2.2 Qualifications/Proposals shall be deposited at the designated location prior to the time and date for receipt of Qualifications/Proposals. Qualifications/Proposals received after the time and date for receipt of Qualifications/Proposals will be returned unopened.
- 4.2.3 Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Qualifications/Proposals.
- 4.2.4 Oral, telephonic or telegraphic Qualifications/Proposals are invalid and will not receive consideration.
- 4.2.5 Proposer shall be responsible for all costs associated with the Proposal Document. Owner and Architect shall not incur any costs associated with the production and printing of the Proposal Document and Post Qualification/Proposal information.
- 4.2.6 **Proposer shall submit copies of their proposal and a PDF file on a USB drive of Proposal Documents which will be sealed in an opaque envelope or box.**

4.3 MODIFICATION OR WITHDRAWAL OF QUALIFICATION/PROPOSAL

- 4.3.1 Qualification/Proposal may be withdrawn or revised prior to scheduled time for opening, under following terms:
1. Proposer may, without prejudice to himself, withdraw Qualification/Proposal after it has been deposited, provided request for such withdrawal is received in writing before time set for opening.
 2. Any interlineation, alteration, or erasure made before receiving time must be initialed and dated by the signer of the Qualification/Proposal, guaranteeing authenticity.
- 4.3.2 A Qualification/Proposal may not be modified, withdrawn or canceled by Proposer during the stipulated time period following the time and date designated for the receipt of Qualification/Proposals, and each Proposer so agrees in submitting a Qualification/Proposal.
- 4.3.3 Withdrawn Qualification/Proposals may be resubmitted up to the date and time designated for the receipt of Qualification/Proposals provided that they are then fully in conformance with these Instructions to Proposers.

ARTICLE 5 CONSIDERATION OF QUALIFICATIONS/PROPOSALS

5.1 OPENING OF QUALIFICATIONS/PROPOSALS

5.1.1 As stated in the Request for Qualifications/Proposals, the properly identified Qualifications/Proposals received on time will be opened publicly and the names read aloud in Step 1. The names and prices will be read aloud in Step 2. An abstract of the Proposals will be made available to Proposers after Step 2.

5.2 INTERVIEWS

5.2.1 During Step 1, qualifications will be taken and evaluated after the identified deadline. A short list of up to five CMARs will be selected for Step 2. Those on the short list may be interviewed, but Owner reserves the right to forgo interviews and base the selection strictly on the qualifications submitted in Step 1 and proposals submitted in Step 2, or to eliminate any Proposer from the selection as late as the day prior to any potential interview if Owner determines the Qualification/Proposal is insufficiently responsive to merit further consideration.

5.2.2 Interviews, if conducted, will be by the Evaluation Committee. Those Proposers selected for an interview, if any, shall have reasonable notice of the date and time of such a meeting. It is anticipated any interview will be no more than 30 minutes with 20 minutes for each Proposer's presentation and remaining time for questions and discussion. As to the Project Team, it is recommended that CMAR Principal, Project Manager and Superintendent be in attendance. The chemistry and comfort of the team is vital to the selection. CMAR's focus on the interview should be specific to this project and Owner's concerns.

5.3 REJECTION OF QUALIFICATIONS/PROPOSALS

5.3.1 Owner shall have the right to reject any, or all Qualifications/Proposals, or reject a Qualification/Proposal which is in any way incomplete or irregular.

5.3.2 Non-Responsive Qualification/Proposal: Qualification/Proposal is considered NON-RESPONSIVE and may be rejected for following reasons unless otherwise provided by law:

1. If there are unauthorized additions, conditional Qualification/Proposals, or irregularities of any kind which may tend to make the Qualification/Proposal incomplete, indefinite or ambiguous.
2. If Proposer adds any provisions reserving right accept or reject any award, or to enter into Contract pursuant to an award.

5.3.3 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 nonresponsive and will not be considered for award. Owner reserved the right to reevaluate and determine the next qualified Proposal for consideration of award.

5.4 ACCEPTANCE OF PROPOSAL (AWARD)

- 5.4.1 Owner anticipates selection with 60 days after proposal opening, with contract negotiations to begin immediately thereafter.
- 5.4.2 As provided in this RFQ/P, under state regulations and Owner policy, discussions may be conducted with responsible Proposers who submit Proposals determined to be reasonably susceptible to be selected for award for the purpose of clarification to assure full understanding of any responsiveness to this RFQ/P's requirements. Proposal shall be accorded fair treatment with respect to any opportunity for discussion, and such revisions may be permitted after submission and before award for the purpose of obtaining best and final proposals. In conducting these discussion, there shall be no disclosure of any information derived from Proposal submitted by competing Proposers.
- 5.4.3 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 Owner.
- 5.4.4 It is in the intent of Owner to award a Contract to the lowest responsible Proposer offering the best value to Owner, provided the Proposal has been submitted in accordance with the requirements of the Proposal Documents. Owner shall have the right to waive informalities or irregularities in a Proposal received and to accept the Proposal which, in Owner's judgment, is in Owner's best interest.
- 5.4.5 Each Proposer agrees to waive any claim it has or may have against Owner, Architect/Engineer and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any Proposal.

ARTICLE 6 POST-PROPOSAL INFORMATION

6.1 CONTRACTOR'S QUALIFICATION STATEMENT

- 6.1.1 Proposers to whom award of a Contract is under consideration shall submit to Architect, upon request, a properly executed AIA Document A305-2020, Contractor's Qualification Statement, Exhibit A, Exhibit B (except for Paragraph B.1) and Exhibit C (except for Paragraph C.2). Exhibits D and E are not required.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

- 7.1.1 As part of this Proposal and as described in Document 00 11 18 "Request for Qualifications/Proposals," Paragraph 1.5, each Proposer shall provide a Letter of Intent to issue Performance and Payment Bonds from Proposer's bonding company listing availability of current bonding capacity and amount of work currently under bond. Proposer shall establish through this letter the ability to provide the bond in the amount of the published budget and schedule.
- 7.1.2 Within 10 days after the Guaranteed Maximum Price is established and Exhibit A GMP Amendment to the contract is approved, the successful Proposer shall furnish performance and payment bonds to Owner for 100 percent of the Guaranteed Maximum

Price. Both the performance and payment bonds shall be written by a Company listed on the current United States Department of Treasury list of approved sureties and underwriters.

- 7.1.3 All bonds comply with the requirements of Texas Insurance Code section 3503.001 et seq. and Texas Government Code Chapter 2253 or their successors and that all insurance companies be licensed to do business in the State of Texas and, if bond amounts exceed \$100,000, hold a certificate of authority from the U.S. Secretary of the Treasury or reinsurance for liability in excess of \$100,000 from a reinsurer authorized and admitted as a reinsurer in the State of Texas and that is a holder of a certificate of authority from the U.S. Secretary of Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. Owner and Architect reserve the right to rely on the Treasury list of companies holding certificates of authority to determine whether the surety or reinsurer complies with the legal requirement.

ARTICLE 8 INSURANCE REQUIREMENTS

- 8.1 The successful Proposer will be required to supply proof of insurance in accordance with the following schedule prior to the start of the project. Owner requires that CMAR's insurance be placed only with companies that have achieved at least an "A" rating with A.M. Best. Owner reserves the right to require higher limits of coverage depending on the size, scope and nature of the contact. Owner must be named as an additional insured and must be provided a waiver of subrogation on all policies.

8.1.1 TYPES OF INSURANCE COVERAGE LIMITS OF LIABILITY

Workers Compensation	Statutory
Employer's Liability	\$1,000,000 each accident
	\$1,000,000 disease each employee
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
Business Automobile Liability	\$1,000,000 combined single
limit	
Contractual Liability	\$1,000,000 per occurrence
	\$2,000,000 general aggregate
Umbrella/Excess Liability	\$10,000,000 minimum amount
Builder's Risk	Amount of Contract Sum

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

ARTICLE 9 CONSTRUCTION MANAGER AT RISK RESPONSIBILITIES

9.1 PRE-CONSTRUCTION SERVICES

9.1.1 Pre-Construction Services are to be separated from the Construction Services Fee. Services may include scheduling, budgeting, cost estimating, quality control/quality assurance (QA/QC), and constructability review as follows:

1. Estimates of probable construction cost based on concept drawings, Schematic Design, Design Development and 50 percent complete Construction Documents. Provide an itemization of the estimates based upon the proposed packages to facilitate evaluation in reference to the Guaranteed Maximum Price.
2. A Project Schedule identifying critical path and long lead items.
3. Provide substantially detailed estimates as an evaluative tool in the selection of design alternatives.
4. Provide cost saving analysis for system and configurations. Evaluate quality, initial cost, maintenance and appropriateness.
5. Develop, monitor and maintain a Project Schedule for bidding and construction.
6. Assess the availability of all building components in regard to the Project Schedule.
7. Coordinate the bidding and issue of pre-purchase orders for long lead items, if required.
8. Make recommendations and provide references for manufacturers, supplies, and other subcontracts considered during design.
9. Review the Construction Documents during development and report to Architect on constructability and coordination of the information presented. CMAR is not responsible for Architect's quality control but is to identify areas in the documents requiring additional information or clarification.
10. Attend design meetings with Architect, Architect's consultants and Owner when requested.

9.2 CONSTRUCTION SERVICES

9.2.1 CMAR shall be responsible for all general construction services for the Project. Basic construction phase services shall include all permitting, cost estimating, scheduling, administration and on-site management required for the successful construction of the Project, Construction phase services are more specifically defined in the contract documents, which shall be made available upon request.

END OF DOCUMENT

DOCUMENT 00 24 16

SCOPE OF PROPOSALS

1.1 SCOPE OF WORK

- A. The proposed Project Scope includes the following:

Construction of a new Community Services Center, a multipurpose facility to house the Ennis CARES Program and other nonprofit organizations.

1.2 PROJECT

- A. The proposed Project Scope includes, but is not limited to, the work generally described below and discussed in more detail in the following paragraphs:

The new Community Services Center for the City of Ennis, Texas will be located on the West side of Ennis near the Regional Medical Center, with easy access to Highway 287 and Interstate 45. The facility is estimated to be 21,000 sf single-story structure, with a combination of pre-engineered and conventional systems.

The community center will be a resource hub for the City of Ennis by providing aid and resources to the surrounding areas. Features to be included will consist of a centralized lobby, reception and check-in, food pantry, health clinic, exercise room, multipurpose room, administration offices, serving kitchen, chapel, warehouse storage, and supporting spaces.

The site will provide an outdoor plaza space for gathering and vendors during city events and will include utilities, fire lane, landscaping, retaining walls, pickleball courts, outdoor patio and walking trails.

END OF DOCUMENT

**DOCUMENT 00 40 05 – QUALIFICATION FORM
(STEP 1)**

Date: _____ 20 _____

City of Ennis, Texas
P.O. Box 220
Ennis, Texas 75210

The undersigned, having carefully examined the Request for Qualifications and related documents entitled:

CITY OF ENNIS, TEXAS
CONSTRUCTION MANAGEMENT-AT-RISK (CMAR) SERVICES FOR
Community Services Center

all as prepared by Parkhill, 3000 Internet Blvd. Ste 500 Frisco, Texas 75034, having made an on-site inspection of the premises and all other conditions affecting the execution of the work, is providing the attached statement of qualification as required in Document 00 21 16 Instructions to Proposers for Step 1.

The undersigned acknowledges receipt of _____ addenda to the Proposal Documents as follows:

No.	Date	No.	Date
_____	_____	_____	_____
No.	Date	No.	Date
_____	_____	_____	_____

(The Proposer is to fill in Addenda Number and date of each, thereby acknowledging receipt of Addenda).

The following attachments are included as part of this qualification:

- Attachment A – Felony Conviction Notification
- Attachment B – Resident Bidder Certification
- Attachment C – Conflict of Interest Questionnaire
- Attachment D – Terms and Conditions Certification
- Attachment E – Non-Collusion Affidavit

IMPORTANT NOTICE:

If Proposer is a Corporation, set forth the legal name of the Corporation, State of Incorporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

If Proposer is a Partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contractors on behalf of the partnership.

The undersigned affirms that they are duly authorized to submit this statement of qualification, that this company, corporation, firm, partnership or individual has not prepared this submittal in collusion with any other proposer, and that the contents of this submittal have not been communicated by the undersigned, not by any employee or agent to any other person engaged in this type of business prior to the official opening of these qualifications.

Respectfully Submitted,

By: _____

Title: _____

Business Address with Zip Code

(SEAL: If Proposal is
by Corporation)

Telephone Number with Area Code _____

Email: _____

Fill in the applicable information:

A Corporation, chartered in the State of _____.
Authorized to do business in the State of Texas.

A Partnership, composed of _____, and
_____ and _____.

An Individual operating under the name of _____.

END QUALIFICATION FORM

ATTACHMENT A

FELONY CONVICTION NOTIFICATION

In order for the proposal to be considered, the following information must be provided. **Failure to complete may result in rejection of the proposal:**

State of Texas Statutes Education Code, Section 44.034, Notification of Criminal History of Contractor, 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
PLEASE COMPLETE THE INFORMATION BELOW

I, undersigned agent for the firm named below, certify that the information concerning notification of felony conviction 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 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: _____

**ATTACHMENT B
RESIDENT BIDDER CERTIFICATION**

Chapter 2252 of the Texas Government Code relates to Resident versus Nonresidents and the requirements governmental entities must follow when awarding contracts to Nonresidents.

"Resident" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority Owner has its principal place of business in this state.

"Nonresident" refers to a person who is not a resident.

"Governmental contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.

"A governmental entity may not award a governmental contract to a nonresident unless the nonresident under the lowest submitted by a responsible resident by an amount that is not less than the amount by which a resident would be required to under the nonresident to obtain a comparable contract in the state in which the nonresident's principal place of business is located." Tex. Gov't Code 2252.002.

Please complete the appropriate statement below:

A. I certify that _____ is a Resident of Texas as
(Company Name)
defined in Chapter 2252.

B. I certify that _____ is a
(Company Name)

Nonresident of Texas as defined in Chapter 2252. Our principal place of business is:

Signature: _____

Printed Name: _____ Date: _____

If you qualify as a "nonresident bidder", you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

City: _____ State: _____ Zip: _____

Company Name: _____ Address: _____

(A) Does your "residence state" require bidders whose principal place of business is in Texas to underbid bidders whose residence state is in the same as yours by a prescribed amount or percentage to receive a comparable contract? "Residence state" means the state in which the principal place of business is located. YES _____ NO _____

(B) What is the amount or percentage? _____%

I certify that the above information is correct.

Typed Name/Position

Company Name

ATTACHMENT C

<p>CONFLICT OF INTEREST QUESTIONNAIRE</p> <p>For vendor doing business with local governmental entity</p>	<p>FORM CIQ</p>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>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.</p> <p align="center">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?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p align="center">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?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

ATTACHMENT D

TERMS AND CONDITIONS CERTIFICATION

Issuance of this RFP does not commit the City of Ennis to award a contract or pay any costs incurred in the preparation of a response to this request.

The City of Ennis reserves the right to waive any formality and to reject any or all proposals.

By submitting a response to this RFP, each Proposer agrees to waive any and all claims it has or may have against the City and its commissioners, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

By submitting a Proposal, each Proposer warrants that it has reviewed the enclosed modified AIA Documents A133—2009 and A201 – 2017 contract forms and agrees that it finds the terms acceptable and will execute a completed version of said forms as the contract for the Project, subject to the City’s final approval.

By submitting a Proposal, it is agreed that your proposal shall be valid and not withdrawn for a period of sixty (90) days from the date of opening.

By my signature below, I warrant that I am authorized to sign on behalf of my organization, and that I have read, understand, and agree with all the terms of this Request for Proposals.

Name of Proposer

Date

Signature

ATTACHMENT E

**CITY OF ENNIS
NON-COLLUSION AFFIDAVIT**

STATE OF TEXAS

COUNTY OF _____

_____, of lawful age, being duly sworn, on oath says, that (s)he is the agent authorized by the Proposer to submit the attached Proposal. Affiant further states that the Proposer has not been a party to any collusion among proposal/proposers in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing; or with any City Commissioner, City Employee or benefit consultant as to quantity, quality, or price in the prospective contract, or any other terms of said proposers and any City Commissioner, City Employee or benefit consultant concerning exchange of money or other things of value for special consideration in the letting of this contract.

Signature

Title of Above Signature

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

Notary Public

State of _____

My Commission Expires: _____

**DOCUMENT 00 42 00 - PROPOSAL FORM
(STEP 2)**

Date: _____ 20 _____

City of Ennis, Texas
P.O. Box 220
Ennis, Texas 75210

The undersigned, having carefully examined the Request for Qualifications/Proposals and related documents entitled:

CITY OF ENNIS, TEXAS
CONSTRUCTION MANAGEMENT-AT-RISK (CMAR) SERVICES FOR
Community Services Center

all as prepared by Parkhill, 3000 Internet Blvd. Ste 500 Frisco, Texas 75033, having made an on-site inspection of the premises and all other conditions affecting the cost and/or execution of the work, proposes to provide Pre-Construction Phase Services, Construction Phase Services and General Condition costs, both as defined by this RFQ/P and the Agreement, AIA Document A133 2019 and its Amendments (if any), of which this proposal is a part, for the following prices and within the stated amount of time. Additional form (GC Fee Proposal Form) to be distributed upon qualification to Step 2.

- A. PRE-CONSTRUCTION PHASE SERVICES (As noted in GC Fee Proposal Form)
Lump Sum: _____ Dollars (\$ _____)
- B. CONSTRUCTION PHASE SERVICES (As noted in GC Fee Proposal Form)
: _____ Percent (_____ %)
Fee (\$ _____)
- C. GENERAL CONDITIONS (As noted in GC Fee Proposal Form):
Lump Sum: _____ Dollars (\$ _____)

All of the Labor and the Materials costs listed above that are part of the GENERAL CONDITIONS and will be used to compute the Guaranteed Maximum Price (GMP). Owner will pay the actual cost of the GENERAL CONDITIONS as delineated in AIA Document A133 2019, **however, the GENERAL CONDITIONS costs listed above will be a “not to exceed” amount.**

(Note: If there is no cost or the item is not applicable, put “N/A” in the cost column.)

D. PROJECT STAFFING

Provide a short narrative that describes how the project will be staffed, both in the field office and home office, with the staff indicated in the General Conditions above. Provide percentages of time that each staff person will devote to the project and how their time commitment may vary over the duration of the project (this can be done via an attachment to the Proposal Form).

Calendar Days indicated in the n the Timeline attached is the time allowed to complete the Project from Notice to Proceed to Substantial Completion taking into account the normal weather occurrences as described in Document 00 54 10 Weather Table.

The undersigned acknowledges receipt of _____addenda to the Proposal Documents as follows:

No.	Date	No.	Date
_____	_____	_____	_____

(Proposer is to fill in Addenda Number and date of each, thereby acknowledging receipt of Addenda.)

Each Proposer agrees in submitting its proposal that no modifications, withdrawals or cancellations may be made by Proposer during the 60 days following the time and date designated for receipt of Step 2 Proposals.

If awarded the contract, the undersigned agrees to commence Work under this contract on or before a date to be specified in a written Notice to Proceed and complete the Work within the time specified in accordance with the Agreement and Amendments listed below.

If notified of the acceptance of this proposal within 60 days of the time set for the opening of Proposals, Proposer agrees within 10 days of notification, to execute a contract in the form of the AIA Document A1332019, Standard Form of Agreement Between Owner and Construction Manager and Amendments to the Standard Form of Agreement between Owner and Construction Manager, for the above work, for the agreed upon compensation.

With 10 days after the Guaranteed Maximum Price is established and an Amendment to the Contract is executed, Proposer shall furnish a PERFORMANCE BOND AND LABOR/MATERIAL PAYMENT BOND, in the amount of 100 percent of the Contract Sum and provide proof of insurance, all of which shall meet requirements specified in Insurance and Bond Requirements.

IMPORTANT NOTICE:

If Proposer is a Corporation, set forth the legal name of the Corporation, State of Incorporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation.

If Proposer is a Partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contractors on behalf of the partnership.

The undersigned affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms or conditions of said Proposal 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 Proposal.

Respectfully Submitted,

By: _____

Title: _____

Business Address with Zip Code

(SEAL: If Proposal is
by Corporation)

Telephone Number with Area Code _____

Email: _____

Fill in the applicable information:

A Corporation, chartered in the State of _____.

Authorized to do business in the State of Texas.

A Partnership, composed of _____, and
_____ and _____.

An Individual operating under the name of _____.

END PROPOSAL FORM

**SECTION 00 52 33 – AGREEMENT FORM
CONSTRUCTION MANAGER AT RISK**

PART 2 - GENERAL

2.1 APPLICABLE DOCUMENT

- A. The Agreement for the Work will be as indicated below and that follows this Section.
1. AIA A133-2019, Standard form of Agreement Between Owner and Construction Manager as Constructor where Basis of Payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price and Exhibit A Guaranteed Maximum Price Amendment to the A133-2019;
 2. A201-2017, General Conditions of the Contract for Construction is part of this Request for Proposal and is bound herein.
 3. Amendments to the General Conditions of the Contract for Construction, AIA Document A201-2017, is part of this Request for Proposal and is bound herein.

PART 3 - PRODUCTS (Not Used)

PART 4 - EXECUTION (Not Used)

END OF SECTION

**DOCUMENT 00 54 10 - WEATHER TABLE
(DALLAS-FORT WORTH, TX)**

The number of calendar days indicated on the Proposal Form - Document 00 42 00 is the contract time allowed to complete the project from Notice to Proceed to Substantial Completion, taking into account the normal weather occurrence as shown in the Table below. Weather occurrences exceeding those listed in the table will be taken into consideration when evaluating a request for extension in contract time.

MONTH	MEAN NUMBER DAYS PRECIPITATION (0.01" OR MORE)	NORMAL PRECIPITATION (WATER EQUIVALENT) (INCHES)	MEAN NUMBER DAYS SNOWFALL (INCLUDING ICE PELLETS/SLEET) (1.0" OR MORE)	AVERAGE NUMBER OF DAYS THAT MIN. TEMP IS < 40
JANUARY	6.6	2.53	0.4	17
FEBRUARY	8.2	4.08	0.2	10
MARCH	9	3.51	0	4.4
APRIL	8.4	3.81	0	0.6
MAY	9.8	4.89	0	0
JUNE	7.8	4.80	0	0
JULY	5.4	1.71	0	0
AUGUST	7.2	3.45	0	0
SEPTEMBER	7	4.38	0	0
OCTOBER	8.2	5.38	0	1.4
NOVEMBER	5.4	2.11	0	4.6
DECEMBER	6.8	2.88	0	15
<u>ANNUALLY</u>	66.6	27.91	1	75.4

This table is based on information from NOAA and measured at the Dallas/Fort Worth Airport, Grapevine, Texas.

Means, normals and averages are based on records covering a period of 5 years from 2016-2020.