

Request for Qualifications & Proposal for Construction Management at-Risk Services (1-Step Process)



BRADY ISD

Field House Renovation & Major Demolition Brady, Texas

Proposals are due no later than **January 10, 2024 at 2:00PM** via
email Brady ISD Administration Offices
1003 West 11th Street, Brady, TX 76825
Phone 325-597-2301 / Fax 325-231-4686



Brady ISD
REQUEST FOR QUALIFICATIONS & PROPOSAL FOR
CONSTRUCTION MANAGER AT-RISK SERVICES

Notice to Proposers

Pursuant to the provisions of the Texas Education Code, Texas Government Code Chapter 2267, it is the intention of the Brady Independent School District (the District) to select via a one-step Request for Qualifications & Proposal process a Construction Manager-At-Risk for the construction of the School Alterations as generally described herein.

Proposals are to include the specific qualification information requested 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. In order to be considered for selection, please submit the following by the date and time specified:

1. PDF file of SOQ (completed questionnaire);
2. PDF file of the fee proposal sheet in a separate file;
3. Emailed to Dr. Hector Martinez (hmartinez@bradyisd.org).

Proposal forms and guidelines are available at the School District Administration Office, from the district website, or from the architect. Questions regarding the proposal may be addressed to Clifton Stuckey at (clifton@reliancearchitecture.com) Reliance Architecture, LLC.

PROPOSALS MUST BE RECEIVED NO LATER THAN
January 10, 2024 at 2:00PM

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

Dr. Hector Martinez, Superintendent of Schools, Brady ISD
hmartinez@bradyisd.org

Following the deadline for receipt, the District's staff will receive, publicly open, and read aloud the names of each offeror and the fees and prices, if any, stated in the proposals. Within 45 days following the date of the opening District staff will evaluate and rank each proposal submitted in relation to the selection criteria set forth in this document. A recommendation will be made to the Board of Trustees as to the ranking of the proposals.

Following Board approval of the ranking, the District will attempt to negotiate a final contract with the offeror whose proposal provides the best value to the District based on the selection criteria set forth herein. If the District is unable to reach an agreement with the first ranked offeror the District shall terminate negotiations with that offeror and begin the negotiation process with the second ranked offeror (never returning to the first ranked offeror). This process shall continue until an agreement has been negotiated with a ranked offeror or the District rejects all proposals for this project.

Certain purchasing authority has been delegated to the Superintendent of Schools.

The District may select a construction manager at risk from the respondents to this request for proposals, or reject all proposals. In determining which proposal provides the best value, the District will consider all responses to the questions set forth in Section II of this document and will use those responses and other available information to assess the following selection criteria:

Item	Max Points
Responsiveness of Submittal	5
Reputation/References	10
Company's experience & past performance	20
Company's proposed personnel & methodology	5
Past relationship with the Owner & Design Team	5
Suitability of the Company's services	5
Proposed Fee	50
TOTAL	100

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 offer have been so fulfilled.

Summary

The project prospectus is intended to provide basic information on the scope of the work contemplated in terms of size, complexity, budget, and other project features to aid firms in expressing their desire to be selected to provide construction management services. Please read the prospectus, verify the project requirements, and express your interest accordingly. Exact details may vary.

The scope of the services requested in the RFQ include providing constructability, cost estimating and value engineering input during the Design and Construction Document preparation phases of the architect's design efforts, and within 60 days after completion of the Construction Documents, providing the District with a Guaranteed Maximum Price (GMP) for the construction of the entire project. The Construction Manager will use the architect's Construction Documents to develop bid packages for all items of work for the project, and take sub-contract bids on the work. The District will participate in the review and acceptance of all sub-contract bids. The Construction Manager will coordinate and supervise all sub-contract work to complete the construction of this project.

As delineated in the RFQ, compensation to the Construction Manager will include the cost to deliver the assignment under a Guaranteed Maximum Price, plus a negotiated fee for involvement in the Design Phase and for profit and overhead. Each submitting firm is asked to provide the following fee proposal for this project:

- Fee for Design and Bid/Award Phase services including professional fees, estimating and personnel cost (see Exhibit A).
- Fee for the construction Phase services, including general conditions, professional fees, insurances, and bond premium (see Exhibit A).

Scope of Work

Provide Construction Management Services (At-Risk) for the design phase, bid/award phase, and construction phase of the Field House Renovation & Major Demolition for Brady ISD. The firm selected will provide the construction management services to complete the project, ready for occupancy as indicated in the attached milestone schedule for the project. The budget for this project is estimated at a range of **\$1M to \$2M**. The district has selected the firm of Reliance Architecture, LLC as project architects.

Please refer to Exhibit B: Project Prospectus for scope description and anticipated schedule.

The Agreement

The agreement resulting from this solicitation will be AIA Document A133 -2019, "Standard Form of Agreement Between Owner & Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price", as modified by the Owner's Amendments. The General Conditions will be AIA Document A232-2007 "General Conditions of the Contract for Construction", as modified by the Owner.

INFORMATION TO BE PROVIDED BY OFFERORS

Please provide the following information in sequence and format prescribed by this questionnaire as part of your SOQ. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.

1. Firm Information
 - 1.1. Name of Firm
 - 1.2. Address of Principal Office
 - 1.3. Phone Number
 - 1.4. Fax Number
 - 1.5. Form of Business Operation
 - 1.6. Year Founded
 - 1.7. Name of Primary Contact
 - 1.8. Position within firm
 - 1.9. Email Address of Primary Contact
 - 1.10. Number of employees in the office
 - 1.11. Number of employees in the field
2. Organization
 - 2.1. How many years has your organization been in business in construction management or building construction in its current form?
 - 2.2. How many years has your organization been in business under its present name?
 - 2.3. Under what other form or name has your organization operated?
 - 2.4. If your organization is a corporation, please provide the following:
 - 2.4.1. Date of incorporation
 - 2.4.2. State of incorporation
 - 2.4.3. Type of corporation
 - 2.4.4. President's name(s)
 - 2.4.5. Secretary's name
 - 2.4.6. Treasure's name
 - 2.5. If your organization is a partnership or LLC, answer the following
 - 2.5.1. Date of organization
 - 2.5.2. Type of partnership
 - 2.5.3. Name(s) of general partners, with percentage of ownership
 - 2.6. If the form of your organization is a sole proprietorship, please provide the following
 - 2.6.1. Name of owner
 - 2.6.2. Address
 - 2.6.3. Telephone / Fax
 - 2.7. Please identify any conflicts of interest that may exist between your organization and district school board members, district officers or the district's architects / engineers.
3. Experience
 - 3.1. List your experience over the last five (5) years in public school construction. For each project, provide the project name, nature of the building, size, location, original contract cost, final cost, completion date, owner contract and architect. Please include telephone numbers for the owner and architect.
 - 3.1.1. Project Name
 - 3.1.2. Nature of Building

- 3.1.3. Size
- 3.1.4. Location
- 3.1.5. Bid Cost
- 3.1.6. Final Cost (with COs)
- 3.1.7. Completion Date
- 3.1.8. District Contact
- 3.1.9. Contact Phone Number
- 3.1.10. Project Architect
- 3.1.11. Phone Number
- 3.2. Provide a list of all projects currently in progress and completed within the last three years. Indicate which projects were performed using construction management at risk method.
 - 3.2.1. Project Name
 - 3.2.2. Nature of Building
 - 3.2.3. Size
 - 3.2.4. Location
 - 3.2.5. Bid Cost
 - 3.2.6. Final Cost (with COs)
 - 3.2.7. Completion Date
 - 3.2.8. Owner Contact
 - 3.2.9. Contact Phone Number
 - 3.2.10. Project Architect
 - 3.2.11. Phone Number
- 3.3. List the categories of work your organization normally performs with its own forces. Would you propose to do any work with your own forces or to bid all work to subcontractors?
- 3.4. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.
- 3.5. Identify all key staff you propose to use with appropriate responsibility on this project. Include a resume limited to one page per individual, including any related school district experience.
- 3.6. Claims and suits (If the answer to any of the questions below is yes, please attach details).
 - 3.6.1. Has your organization or any predecessor organization ever failed to complete any work awarded?
 - 3.6.2. Identify any judgments, claims, arbitration proceedings or suits, pending or outstanding against your organization or its officers?
 - 3.6.3. Identify any lawsuits or requested arbitration with regard to construction contracts within the last seven years.
- 3.7. Within the last seven years has any officer or principle of your organization ever been an officer or principal of another organization when it failed to complete a construction contract (If the answer is yes please attach details)?
- 3.8. Within the last seven years has your organization, any officer or principal of your organization, or any predecessor organization filed for bankruptcy? (If the answer is yes please attach details.)
- 4. Financial Information
 - 4.1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items. The district, at the firm's request, will keep this information confidential. This information to be in a separate sealed envelope.
 - 4.1.1. Current assets
 - 4.1.2. Non-current assets

- 4.1.3. Current liabilities
- 4.1.4. Non-current liabilities
- 4.1.5. Capital accounts and equity positions
- 4.1.6. Notes to the financial statement, including related party transactions
- 4.2. Name and address of firm preparing attached financial statements and date thereof.
- 4.3. Provide name, address, phone number, and contact person of your financial institution.
- 4.4. Surety: Name and address of bonding company and name and address of agent. Performance and payment bond equal to 100% of construction cost will be required upon submission of the GMP.
- 5. Experience with concept for working as a Construction Manager.
 - 5.1. Describe your organization's concept for working in a team relationship with the Owner and Architect during the design and construction of the major projects:
 - 5.2. Describe your organization's method for estimating costs, and scheduling during the design/documents phase. It is anticipated that the guaranteed maximum price (GMP) will be furnished immediately following the construction document phase.
 - 5.3. 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
 - 5.4. Describe the organizations cost control system utilized during the construction phase.
 - 5.5. Describe your' organizations concept and reasoning for the disposition of savings realized during construction.
 - 5.6. Describe your organization's concept for cost contingencies during design and during construction. What is your organization's concept for the disposition of contingency funds after the completion of the project?
 - 5.7. Your firm would be required to make all cost information during design and construction available to the owner and architect. Describe how this information would be furnished and how the owner and architect would be assured that it is complete and accurate.
- 6. Qualifications Statistics
 - 6.1. The number of years that the company proposing has been in business under its current name, without regard to minor name changes resulting from business structure changes.
 - 6.2. The number & total dollar value of public K-12 school construction projects completed over the past five years.
 - 6.3. The number & total dollar value of public K-12 school construction projects completed under the CMAR method over the past five years.
 - 6.4. The number & total dollar value of all construction projects completed over the past five years.
 - 6.5. The number & total dollar value of all construction projects currently underway.
 - 6.6. Main office location & driving distance to the project site.
 - 6.7. List the number of projects that the company proposing has constructed with the Architect & the year that each was (or is planned to be) completed.
 - 6.8. List the number of projects that the company proposing has constructed with the Owner & the year that each was (or is planned to be) completed.
 - 6.9. Number of months duration anticipated to complete the proposed project.

STATEMENT OF QUALIFICATIONS RELIABILITY FORM

This statement of qualifications submitted is true and correct. The Brady ISD, or any representative of the Brady ISD, is authorized by the undersigned to contact any firm, institution, or person listed above to obtain information about our firm's services, financial condition, and any other information that the Brady ISD might determine as being desirable.

Offeror: _____

By: _____
(Signature)

(Printed Name)

(Title)

EXHIBIT A - FEE PROPOSAL

1. Indicate a lump sum fee for Preconstruction services including professional fees, estimating and personnel cost, to include but not be limited to:
 - a. Provide a preliminary evaluation of the Owner's program and Project budget requirements.
 - b. With the Architect, jointly schedule and attend regular meetings with the Owner and Architect.
 - c. Consult with the Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment.
 - d. Provide recommendations on construction feasibility, time requirements for procurement, installation and construction completion and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and possible economics.
 - e. Prepare, and periodically update, a preliminary Project schedule for the Architect's review and the Owner's approval. Coordinate and integrate the schedule with the services and activities of the Owner, Architect, and Construction Manager.
 - f. Prepare for the review of the Architect and approval of the Owner a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.
 - g. When Schematic Design Documents have been prepared, prepare for the review of the Architect and approval of the Owner, a detailed estimate with supporting data; periodically update and refine this estimate. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations.
 - h. Seek to develop subcontractor interest in the Project and furnish to the Owner and Architect for their information a list of possible subcontractors.
 - i. Recommend to the Owner and Architect a schedule for procurement of long-lead time items and expedite the delivery of long-lead time items.
 - j. When the Drawings & Specifications are complete, propose a detailed Guaranteed Maximum Price, which provides for further development of the Drawings and Specifications.
2. Indicate fees for all Construction Phase services, to include but not be limited to all Construction Management/ Contractor Services stated as a percentage of construction cost;
3. All General Conditions that can reasonably be anticipated for this project, including but not limited to: full-time site supervision; field engineering; field office; safety; small tools; ice water and cups; telephone and fax service; storage buildings; sanitary facilities; waste containers; temporary electrical power; temporary water; project sign; barricades and lights; temporary fencing; general clean-up; as-built drawings; and scheduling. (Note: building permits and tap fees shall be obtained by the construction manager and paid for by the district as a cost of the work). The above stated as a percentage of construction cost for all General Conditions;
4. All insurance & bonding including, but not limited to: Builder's risk Insurance for the cost of the work; Owner's Protective/O.C.P. Insurance for the cost of the work; General Liability and Umbrella Insurance for the cost of the work; Bond Premium for the cost of the work (100% performance and payment bonds). The above stated as a percentage of construction cost.

Note: 100% of all Hard Cost construction savings will be returned to the Owner.

PROPOSAL FORM

Company Name: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

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

A. PROPOSAL

- 1. 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 2 below. 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."

- 2. FEE: For overhead and profit, all preconstruction services and all construction phase services, except General Conditions Costs and Insurance and bonds, list your proposed fee as a percentage of the cost of the work.

_____ %
(Percent)

- 3. GENERAL CONDITIONS COST: For all General Conditions, except insurance and bonds, list your proposed cost as a percentage of cost of the work. Refer to Schedule "A" for all required items to be included in the General Conditions cost.

_____ %
(Percent)

- 4. INSURANCE AND BONDS: For all insurance and bonds, list your proposed cost as a percentage of cost of the work.

_____ %
(Percent)

- 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. 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 44 of the Texas Education Code and Chapter 2267 of the 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.
- 1.4. Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor.

2. MATERIAL AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

- 2.1. Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work.
- 2.2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and costs of transportation, installation, minor repairs, dismantling and removal.
- 2.3. Costs of collection, storage & removal of debris from the site of the Work and its proper and legal disposal.
- 2.4. Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and petty cash expenses of the site office.
- 2.5. Travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

3. MISCELLANEOUS COSTS

- 3.1. Costs of premiums for all insurance and bonds.
- 3.2. Fees of laboratories for tests required related to defective or nonconforming Work.
- 3.3. Costs for electronic equipment and software
- 3.4. Deposits lost.
- 3.5. Legal, mediation and arbitration costs.
- 3.6. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work.
- 3.7. Cost of repairing or correcting nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers.

EXHIBIT B - PROJECT PROSPECTUS

Anticipated Schedule

- Construction Documents Issue: February 1, 2024
- Board Approval of GMP: March 18, 2024
- Complete Construction: Before August 14, 2024

Scopes of Work

- Demolition of existing competition gym, locker rooms, field house at old high school location on West 11th Street.
- Renovation of practice gymnasium into field house at old high school location on West 11th Street.

Demolition areas shown in red, renovation area shown in blue:

