

**REQUEST FOR PROPOSAL
CONSTRUCTION MANAGER-AT-RISK**

FOR:

**THE CITY OF CEDAR PARK
FIELD OPERATIONS BUILDING**

Due: February 2, 2011

Time: 2:00 p.m.

ARCHITECT:

PGAL

Cris Ruebush, AIA, LEED AP, Associate Principal

221 West 6th Street, Suite 800A

Austin, Texas 78701

Phone: 512.236.1005

Fax: 512.853.6126

**Request for Proposals will be accepted by mail or hand delivery no later than
2:00 p.m. CST on February 2, 2011:**

At:

City of Cedar Park

City Hall

600 N. Bell Blvd.

Cedar Park, Texas 78613

OWNER'S CONTACT:

Emily Truman, P.E. Project Manager

City of Cedar Park

600 N. Bell Blvd.

Cedar Park, Texas 78613

Phone: 512.401.5354

Fax: 512.401.5355

SECTION 1 INTRODUCTION

1) Background and Special Concerns

- a) **The City of Cedar Park, Texas** (“Owner”) has contracted with PGAL (“Architect”) to assist the “Owner” in addressing the needs of a new Field Operations Building. PGAL will be preparing programming documents, design and construction documents for this project and overseeing construction.
- b) The Project is described as follows:
 - i) The project will be a new Field Operations Building located on Cedar Park’s Public Works complex along 183A south of Brushy Creek Road (2401 183A Toll Road). The total square footage of the building will be approximately 15,000 square foot and accommodate the following: staff office space, conference room, training room, and three (3) drive-thru utility bays for equipment storage and maintenance. The estimated cost of construction is \$2,000,000.
- c) The Owner is seeking a Construction Manager at Risk (“CMR”) using a one step selection process as authorized by Section 271.118 of the Texas Local Government code. Under this process the owner will issue a Request for Proposal (“RFP”) inviting general contractors to submit their qualifications for performing the work and proposed fees and pricing for fulfilling the general conditions. Upon review of the RFP’s, five or fewer of the selected Respondents will be interviewed.
- d) This Request for Proposal by the Owner is seeking a qualified CMR with extensive experience in the construction of Public Works Facilities and/or Maintenance Facilities.
 - i) The CMR will work with the Architect prior to the construction to review the Architect’s design which would include the plans and specifications. The intent of this review is to ensure the feasibility and constructability of the design concept. The CMR is expected to utilize value engineering, recommendation of building systems and materials, scheduling and other means to maintain the Construction Budget without adversely affecting the capacity and quality of the Project.
 - ii) The CMR will propose a Guaranteed Maximum Price (“GMP”) for the construction of the Project during the preconstruction services phase which is within the project Construction Budget. If GMP is not within Construction Budget, the Owner reserves the right to terminate the project.

2) Statutory Requirement for the Construction Manager-at-Risk under Section 271.118 Texas Local Government Code and other laws.

- a) Definition – A Construction Manager-at-Risk (CMR) is a sole proprietorship, partnership, Corporation, or other legal entity that assumes the risk for construction, rehabilitation, alteration or repair of a facility at the contracted price as a general contractor and provides consultation to the Owner regarding construction during and after the design of the facility.

- b) Architect and Engineers – The Owner has previously selected the Architect to prepare construction documents for the Project and who has full responsibility for complying with the requirements of Chapter 1051, Subtitle B of the Texas Occupations Code (Regulation of Architecture and Related Practices).
- c) Selection Process – The Owner shall issue the RFP and receive the responses. The Owner will review the qualification and pricing and either will reject all the Responses or select five (or fewer) firms to be interviewed.
 - i) The time frame to respond to the RFP will be set out in the RFP. After receiving the Proposal, the Owner will publicly open and read aloud the names and any monetary terms of the Proposals received in accordance with the submission deadline. The Owner will interview or may seek additional information from one or more of the parties providing the Proposals (referred to herein as “Offerors”). The Owner will within 45 days after opening the Proposals, evaluate and rank the Offerors based on the Selection Criteria set out in the RFP. If the Owner does not reject all Proposals, the Owner will interview no more than five Offerors. The Interviews will be a format decided by the Owner and they will take place within 30 days of notification of the short list. Upon completion of the interviews, the Owner authorizes negotiations with the first ranked Offeror. As part of such negotiations, with the First ranked Offeror the Owner may permit the Offeror to revise his Proposal in order to obtain the best and final offer. If the parties cannot reach an agreement with the first ranked Offeror, the Owner will terminate negotiations and commence negotiations with the second – ranked Offeror utilizing the same process. If an agreement still cannot be reached, the Owner will continue negotiations with each other Offeror in order of ranking until an agreement is reached. If an agreement is reached, the Owner will document the basis of selection and make the evaluations public not later than 7 days after the date the contract is awarded, as required by law. The Owner reserves the right to reject any or all Proposals.
- d) The successful Offeror will enter into a Construction Manager-at-Risk Agreement (Agreement) with the Owner.
- e) Upon execution of the Agreement, the CMR must show the ability to provide insurance and bonds as described in the Agreement.
- f) The CMR and all Subcontractors must comply with the prevailing wage rate requirements defined in the agreement.
- g) The CMR must select subcontractors or trade contractors in accordance with the terms of the applicable law and the Agreement, which are summarized as follows:
 - i) Trade Contractors and Subcontractors: A CMR shall publicly advertise and solicit either competitive sealed proposals from trade contractors or subcontractors for the performance of all major elements of the work other than the minor that may be included in the general conditions. A CMR may seek to perform portions of the work itself if the CMR submits its bid or proposal for those portions of the work in the same manner as all other trade

- contractors or subcontractors. The Owner may accept the CMR bid for specific portions of work if the Owner determines the CMR bid proposal provides the best value for the Owner.
- ii) Receipt of Bids or Proposals: The CMR, the Architect and the Owner shall receive and open all trade contractors or subcontractors bids or proposals in a manner that does not disclose the contents of the bid or proposal during the selection process.
 - iii) Acceptance of Recommendations for Trade Contractors and Subcontractors: If the CMR reviews, evaluates and recommends to the Owner a bid or proposal from a trade contractor or subcontractor, but the Owner requires a bid or proposal from another trade contractor or subcontractor to be accepted, the pursuant to the terms of the Agreement, the Owner shall compensate the CMR by a change in the Contract Sum, Contract Time or Guaranteed Maximum Price for additional cost and risk. This must be demonstrated to the Owner's satisfaction and as required by the Agreement that the CMR may incur because of the Owner's requirements that another trade contractor or subcontractor bid or proposal be accepted.
- h) Project Scope, Schedule: Information about the scope, schedule and budget are as follows:
The project will be a new Field Operations Building located on Cedar Park's Public Works complex along 183A south of Brushy Creek Road (2401 183A Toll Road). The total square footage of the building will be approximately 15,000 square foot and accommodate the following: staff office space, conference room, training room, and three (3) drive-thru utility bays for equipment storage and maintenance. The estimated cost of construction is \$2,000,000.
- ii) Schedule: Construction estimated to begin June 2011.
 - iii) Budget: At this time, the estimated construction cost is \$2,000,000.00.
 - iv) Scope of Work:
 - a. Preconstruction Services: The CMR will work with the Architect, prior to construction to ensure the feasibility and constructability of the Architect's design and the construction cost of the Project are within the estimated Construction Budget. The CMR will utilize value engineering, selection of materials, cost estimating, and scheduling to ensure the project is within the budget. Upon completion or during the preconstruction services, the CMR will submit a proposal of a Guaranteed Maximum Price for the construction of the Project which is within the Owner's Construction Budget.
 - b. Construction Services: The CMR will serve as General Contractor to perform all work for the construction of the Project. The scope of Construction Services will be determined based on the final Drawings and Specifications but may consist of one or more of the following components:
 - (i) Site work: site clearing, excavation, fill, select fill, back fill, site utilities, side walks, curb and gutters, asphalt paving, rough and finish grading, top soil and seeding, fencing
 - (ii) Concrete: concrete piers, concrete slab on grade, retaining walls, precast concrete
 - (iii) Masonry: unit masonry, concrete masonry, stone masonry, cleaning
 - (iv) Metals: structural steel, lintels, metal stairs and railings, decorative metals

- (v) Wood and Plastic: timbers, trim, architectural woodwork, plastic fabrications
 - (vi) Thermal and Moisture Protection: dampproofing, waterproofing, insulation, roofing, fireproofing
 - (vii) Openings: windows, storefront, wood and metal doors, coiling doors, door hardware, skylights
 - (viii) Finishes: plaster, gypsum board, acoustical ceilings, flooring, carpet and tile, wood flooring
 - (ix) Specialties: directories, signage, toilet partitions, lockers
 - (x) Equipment: security, athletic equipment, gym equipment
 - (xi) Furnishings: window treatments, telescoping stands
 - (xii) Conveying Equipment: elevator (if necessary)
 - (xiii) Fire Suppression: wet pipe sprinkler system
 - (xiv) Plumbing: fixtures, trim and hardware
 - (xv) Mechanical: HVAC systems, duct work, piping
 - (xvi) Electrical: raceways, service, distribution system, lighting
 - (xvii) Communications: cabling, audio visual systems
- c. The work does not include inspection services, the testing of construction material, engineering and the verification testing services for the Owner's acceptance of the Project. These services will be performed under a separate contract with an independent provider, as required by law.
- d. Schedule: The current estimate for length of construction is approximately ten (10) months from the date of the Notice to Proceed issued by the Owner. It is possible that an early site package may be issued prior to the 100% completion of the Construction Documents.

SECTION 2 NOTICE TO RESPONDENTS

- 1) **Request for Proposals** – City of Cedar Park, Texas (the “Owner”) is accepting qualification information for a CMR contract pursuant to Section 271.111 *et seq.* of the Texas Local Government Code, in accordance with the terms, conditions, and requirements set forth in this Request for Proposal (“RFP”).
 - a) **RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.**
 - b) **Submittal Format** – Responses must comply with the Submittal Requirements set out in **Section 3** of this RFP.
 - c) **Submittal Deadline** – The Owner will accept Responses to this RFP until 2:00 p.m. Local Time on February 2, 2011 after which time all Responses timely received will be publicly opened, and the names of the Respondents read aloud. Responses received after 2:00 p.m. will not be considered.
 - d) **Place for Submission** – Responses must be submitted or hand delivered as follows:
Emily Truman
Project Manager
CITY OF CEDAR PARK
600 N. BELL BLVD.
CEDAR PARK, TX 78613
- It is the responsibility of each Respondent to make sure Responses are submitted in a timely manner. The Owner is not responsible for delays in mail delivery, or failure of couriers to deliver Responses prior to the expiration of the deadline for submission. The Owner shall not be obligated to reimburse any expenses incurred by the Respondent in preparing a Response which is not accepted or considered.
- e) **The Owner’s Contact:** Any questions or concerns regarding this Request for Proposal shall be directed to the Owner:
 - i) City of Cedar Park - Emily Truman, 600 North Bell Blvd., Cedar Park, TX 78613 Phone: (512) 401-5354/ E-mail: emily.truman@cedarparktx.us
 - ii) The Owner specifically requests that Respondents restrict all contact and questions regarding this RFP to the above named individual.
- f) **Inquiries and Interpretations** – Responses to inquiries which directly affect any interpretation or change to this RFP will be issued in writing by addendum and mailed, faxed, or e-mailed to all parties recorded by the Owner/ Architect as having received a copy of the RFP. Requests for interpretations or changes to this RFP must be received by the Owner’s contact person listed in Section e above by 5:00 p.m. on the date listed in Section c. All such addenda issued by the Owner/Architect prior to the last date that submittals are required to be received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of such in its Response. Firms receiving this RFP other than directly from the

Owner/Architect are responsible for notifying the Owner/Architect that they are in receipt of a submittal package and are to provide a name and address in the event an amendment is issued. It is the obligation of the Respondent to make sure that he/she has received all addenda prior to submission of their Response. Respondents may obtain information on all addenda issued to the date of inquiry from the Owner's contact person listed in Section e above.

- i) Only those responses to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect, and shall not be binding by the Owner. The Respondent must acknowledge receipt of all addenda in their Responses.

g) **Selection Procedure** – The procedure for selecting the CMR is described in Section 1 of this RFP.

h) **Public Information** – The Owner considers all information, documentation, and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, *et seq.*) after a contract is awarded.

- i. Respondents are hereby notified that the Owner strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information.

i) **Selection Criteria for Qualifications** – The Respondent(s) selected to interview will be the Respondent(s) whose qualifications, as presented in the Response to this RFP are the most advantageous to the Owner.

- i. The selection criteria for evaluation of qualifications and selection of the qualified Respondent(s), if any, who will be requested to interview will be based on the criteria listed below:
 - (1) The Respondent's demonstrated capability, as a company, to perform the construction management and construction services for the projects based on the Respondent's experience (15 points).
 - (2) The Respondent's capability to provide the resources, including financial, equipment and staffing, necessary to meet Project requirements (5 points).
 - (3) The qualifications and experience of the team members proposed to manage the Project for Respondent (20 points).
 - (4) The Respondent's demonstrated technical and management competence in the construction of Public Works Facilities and Maintenance Facilities. (20 points).
 - (5) The Respondent's past performance on construction projects for Texas Cities and/or other Owners (10 points).
 - (6) The Respondent's knowledge of current construction methodologies and technology, including their knowledge of, and experience with, alternative construction methods, Pre-Construction Services, and cost-effective construction methods appropriate for the use in City projects (5 points).
 - (7) The quality of references from past customers of Respondent (10 points).
 - (8) Best value to the Owner (15 points).
 - (9) The demonstrated ability of the Respondent to meet schedules on past projects (20 points).

- (10) The Respondent's safety record supported by accurate and verifiable data (5 points).
- (11) The demonstrated ability of the Respondent to successfully complete past projects within the applicable construction budgets (20 points).
- ii) Consideration may also be given to any additional information and comments at each selection phase if it reflects on the Respondent's qualifications to perform the Project.

j) Respondent's Acceptance of Evaluation Methodology

- i) **WAIVER OF CLAIMS:** Each Respondent by submission of a Response to this RFP waives any claims it has or may have against the Architect, its consulting engineers, or any other consultants, and their respective employees, officers, members, directors, and partners, and the Owner, its employees, officers, agents, representatives and the members of Owner's governing body, connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Respondents to receive a Request for Proposals. Submission of qualifications indicates Respondent's acceptance of the evaluation technique and Respondent's recognition that some subjective judgments must be made by the Owner during the determination of qualification. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and the evaluations shall be made public not later than the 7th day after the contract is awarded, and waives any claim it has or may have against the above – named persons due to information contained in such evaluations.

- k) Commitment** – Respondent understands and agrees that the Owner has the ability to terminate its selection process at any time, and to reject any and all Responses, or any and all Proposals, and that the Owner has made no representation, written or oral, that it will award a contract for this Project. Furthermore, Respondent recognizes and understands that any cost incurred by the Respondent which arises from Respondent's submittal of a Response to this RFP, or subsequent interview if applicable, shall be the sole responsibility of Respondent.

- l) Key Events Schedule** – Currently, the Owner has established the following tentative timeline for its selection process:

- i) Issue Request for Proposal Interpretation / Change Request Deadline / Issue Addendum – January 26, 2011
- ii) RFP Submittal Deadline – February 2, 2011
- iii) Notification of Short List – February 9, 2011
- iv) Interviews – February 16-18, 2011
- v) Negotiate Agreement – February 25 – March 10, 2011
- vii) NOTE: This timeline is subject to change by Owner.
- viii) NOTE: There is no pre-proposal conference schedule for this RFP.

- m) Eligible Respondents** – Only individual firms or formal joint ventures may respond to this RFP. Two firms may not respond jointly unless they have formed a joint venture (this does not preclude a Respondent from having consultants).

SECTION 3 SUBMITTAL REQUIREMENTS

1) General Instructions

- a) Respondents shall carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- b) Responses and any other information submitted by Respondents in response to this RFP shall become property of the Owner.
- c) The Owner will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for submittal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and other submittal information in response to this RFP at their own risk and expense.
- d) Responses which are qualified with conditional clauses, or alterations, or items not called for in the RFP documents, or irregularities or any kind are subject to disqualification by the Owner, at its option. The Owner reserves the right to waive any irregularity or informality in a Response or Proposal.
- e) Each Response should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the Owner's needs.
- f) The Owner makes no guarantee that an award will be made as a result of this RFP, and reserves the right to accept or reject any or all submittals, waive any formalities, irregularities, or minor technical inconsistencies, or delete any item/requirements from this RFP or contract when deemed to be in the Owner's best interest. Representations made within this Proposal will be binding on responding firms.
- g) Failure to comply with the requirements contained in the RFP may result in a finding that the Respondent is not qualified and is ineligible to interview.
- h) Only individual firms or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associated will be disqualified. (This does not preclude a Respondent from having consultants).

2) Preparation and Submittal Instructions

- a) Respondents must complete, sign and return the attached Response to RFP, Section 4 as part of their qualifications submittal Response. Submittals must be signed by Respondent's company official(s) authorized to execute such submittals on behalf of Respondent. Failure to sign and return these forms will subject your submittal to disqualification.

- b) Responses to this RFP should consist of answers to required questions in Section 5 Respondent Questionnaire. It is not necessary to repeat the question in your response; however, it is essential that you reference the question number with your response corresponding accordingly. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain your reason when responding N/R.
- c) **Page Size, Binders and Dividers** – Submittals must be typed on letter-size (8-1/2" x 11") paper. The Owner requests that submittals be submitted in a three (3) ring binder. Pre-printed material should be referenced in the submittal and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. Submittal must be limited to 60 pages; covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the submittal specified in Section e. **Any submittals exceeding the 60-page limit may be disqualified.**
- d) **Pagination** – All pages of the submittal should be numbered sequentially in Arabic numerals (1, 2, 3, etc.). Attachments should be numbered or referenced separately.
- e) **Number of Copies** – Submit a total of one original and five (5) complete copies of the entire Response. An original signature must appear on the original Response. Provide one (1) digital copy of the entire response on compact disk (CD).
- f) **Submission**
 - i) Show the Request for Proposal title (FIELD OPERATIONS BUILDING) and submittal date (FEBRUARY 2, 2011) on the lower left-hand corner of your sealed submittal envelope (or box or container).
 - ii) Late submittals properly identify will be returned to Respondent unopened. Late submittals will not be considered under any circumstances.
 - iii) Telephone submittals are not acceptable when in response to the Request for Proposal.
 - iv) Facsimile ("FAX") submittals are not acceptable when in response to the Request for Proposal.
 - v) Internet ("E-mail") submittals are not acceptable when in response to the Request for Proposal.

3) **Submittal Checklist**

- a) Respondents are instructed to complete, sign and return the following documents as a part of their submittal. Failure to return these documents may subject your submittal to disqualification.
 - i) Signed and Completed Response to RFP (ref. Section 4)
 - ii) Respondent's Responses to Questionnaire (ref. Section 5)

SECTION 4

RESPONSE TO CEDAR PARK FIELD OPERATIONS BUILDING RFP

Emily Truman
Project Manager
CITY OF CEDAR PARK
600 N. BELL BLVD.
CEDAR PARK, TX 78613

Dear: Mrs. Truman;

This response is being submitted by the undersigned, on behalf of the Respondent

_____.

The person signing this Response on behalf of the Respondent represents to Owner and Architect that:

- 1.) The information provided herein is true, complete and accurate to the best of the knowledge and belief of the undersigned; and
- 2.) He/ she has full authority to execute this Response on behalf of Respondent.
- 3.) Respondent has received the Addenda to this RFP, specifically, Addenda numbered _____.

Executed this _____ day of _____, 200__.

RESPONDENT:

By: _____

Name: _____

Title: _____

SECTION 5 RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses requiring additional space should be brief and submitted as an attachment to this Respondent Questionnaire.

1. Background

a. Company Information

- i. Legal Name of Company: _____
- ii. Address of office which would be providing service: _____
- iii. Number of years in business under present name: _____
- iv. Previous Company Name: _____
- v. Type of Operation: _____ Individual: _____ Partnership: _____ Corporation: _____
- vi. Number of Employees: _____
- vii. Annual Sales Volume: _____
- viii. Bonding Capacity: _____
- ix. Contact Person: _____
E-Mail Address: _____

- b. State whether you will provide a copy of your company's financial statements for the past two (2) years, if requested by the Owner.
- c. Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.
- d. Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- e. Provide any details of all past or pending litigation or claims filed against your company arising out of or in connection with your company's performance under a contract for construction management and/or construction services. Describe how such suit or claims were resolved.
- f. Is your company currently in default on any loan agreement or financing agreement with any bank, financial institutions, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- g. Does any relationship exist between your company and any of the Owner's officers, employees, or Architect whether by relative, business associate, capital funding agreement or any other such kinship? If yes, please explain.

- h. Describe your company's service support philosophy, how it is carried out, and how success in keeping this philosophy is measured.
- i. Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR), and your Loss Indicator Rate (LIR). Indicate any OSHA special recognition or awards your company has received.

2. Project Experience

- a. Provide resumes of key personnel you propose for this Project, their role, and provide an organizational chart showing lines of authority.
- b. For three of the projects listed below in response to 2C, describe conflicts or potential conflicts with the Owner or with trade contractors, and describe the methods used to prevent and/or resolve those conflicts.
- c. Provide a maximum of ten (10) projects with photos for which your firm has provided/ is providing construction management or construction services which are most related to this Project. In determining which projects are most related, consider: same or related use of facilities; related size and complexity; whether the project consisted of an expansion of an existing facility or new construction; how many members of the proposed team (and their role) worked on the listed project; and, how recently the project was completed. List the projects in priority order, with the most related projects listed first.
- d. For each of the listed projects, provide the following information: construction cost (original Budget, GMP, and final construction cost), current phase of development, estimated (or past) completion date, type of construction services provided (CM at Risk with GMP, CM-Agency, Design/Build, General Contractor – Low Bid, General Contractor through Sealed Proposals), Owner's contact person and telephone number, and the name and telephone number of the project architect.
- e. Describe your firm's experience with alternative construction methods, nontraditional and cost-effective construction methods appropriate for the use of a similar project. State whether any of these methods were used on the projects listed in item 2C, and if so, which projects. Would you recommend using any of these methods for this Project? Why or why not?
- f. Describe your company's quality assurance program, what are your company's requirements, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For three of the projects listed in response to this Section, provide specific examples of how these techniques were used.
- g. Describe your cost control methods for the preconstruction and construction phases. How do you develop cost estimates and how often are they updated? For three of the projects listed in response to item 2C, provide examples of how these techniques were used and what degree of accuracy was achieved. Include examples of a successful constructability program used to maintain project budgets without sacrificing quality.

- h. Provide customer reference letters from no less than three (3) public entities, preferably cities, with which Respondent currently has contracts and/or has previously provided construction management services of equal type and scope within the past five (5) years.
- i. Describe the way in which your firm develops and maintains project schedules. How often do you update schedules? For three of the projects listed in response to this Section, provide examples of how these techniques were used. Include specific examples of scheduling challenges, and how your firm helped solve them.
- j. Describe your firm's past performance on other contracts for the Owner (e.g. cost control, cost savings, schedule control).
- k. Describe your firm's demonstrated technical competence and management qualifications with CMR or construction contracting projects, particularly those for projects similar to these projects.
- l. Describe the types of records, reports, monitoring systems, and information management systems which your firm used in the management of the projects listed above. Describe how you used these systems for three of the projects listed in response to item 2C.

3. Pricing

- a. An estimate of general conditions cost for the project. Please provide a breakdown of costs. See **Exhibit A** for Allowable General Condition Costs
- b. A proposed fee to be charged on the cost of the work for this project.
- c. A proposed fee to be charged on change orders on this project.
- d. Proposed fee for pre-construction services to be charged from Schematic Design to Construction Documents
- e. Insurance coverage and limits.
- f. Corporate bonding limits and per project bonding limit.

SELECTION PROCESS

After all proposals have been reviewed, the City of Cedar Park, and PGAL will select a short list of contractors for further consideration. Each of the short listed contractors will be asked to attend person interviews. Interviews will be held in February. Based on overall qualifications including project and staff experience, fees, general project costs, and interviews, a contractor will be selected to provide pre-construction services.

CONTRACTOR SERVICES

The General Contractor selected for this project will become an integral member of the City of Cedar Park team. The successful contractor will provide both pre-construction phase services, as well as construction phase services. Pre-construction services will include attending regular design meetings with the Owner and Architect and providing continuous cost and constructability input/feedback.

EXHIBIT A
ALLOWABLE GENERAL CONDITION COSTS

Project Management Personnel

Superintendent
Field Office Manager
Assistant Superintendent
Field Office Support Staff
Project Management
Field Engineering
Safety Manager & Safety Consultant

Bonds, Insurance and Payroll Taxes

All risk builder's Risk Insurance
General / Excess liability Insurance
Gen. Contr. Performance & Payment Bonds
Owner's & Contractor's Protective Liability Insurance
Payroll Taxes & Payroll Benefit Cost
Workmen's Compensation Insurance
Auto Insurance

Temporary Utilities and Services

Monthly Utility Cost (Water & Electricity)
Temporary Toilets (2 units)
Dumpster
Temp. HVAC / Electrical (for Testing)
Temporary Telephone System
Site Erosion Control
Temporary Construction Fencing / Barricades
Access Roads
Parking Areas
Traffic Control
Project Scheduling Services
Security Equip., Systems & Personnel

Field Office & Construction Supplies

Field Engineering Equipment & Supplies
Field Project Office
Safety Equipment
Office Furniture
Office Supplies
Office Equipment
Postal / Special Shipping / Delivery Service
Reproduction Services
Copy & Fax Machines and Supplies
Personal Computer Rental
Small Tools and Consumables
Storage Trailers
Progress Photos (Digital)
First Aid Supplies
Project Signage
Contract Closeout
Drinking Water & Accessories

Construction Equipment & Miscellaneous

Crane Rental
Construction Cleanup (Interim Cleanup)
Final Cleanup
Office Cleanup / Janitorial Services
Mock-ups
ABC Fees
Building Permit Fees
Vehicle Rental & Maintenance
Jobsite Radio / Communication Equipment