

City of Weslaco

"The City on the Grow"



Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
David R. Fox, Commissioner, District 1
Olga M. Noriega, Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

RFQ No.: 2012-13-10

**CITY OF WESLACO – BOYS AND GIRLS CLUB RECREATION CENTER – REQUEST FOR
QUALIFICATIONS for CONSTRUCTION MANAGEMENT AT RISK
TEXAS PARKS AND WILDLIFE DEPARTMENT PROJECT NUMBER: 51-000065**

It is the intent of City of Weslaco, Texas to select a Construction Manager at Risk in a one-step process for the purpose of constructing the Weslaco boys and Girls Club Recreation Center. Firms are invited to submit Qualifications/Proposals under Construction Management at Risk method to the City for the construction of a new Boys and Girls Club Recreation Center to be located in Weslaco, Hidalgo County, Texas, before 3:00 PM SCT on July 8, 2013. Three (3) sets of said Qualification / Proposals shall be submitted in a sealed envelope and marked on the outside: RFP No.: 2012-13-10 (Weslaco Boys and Girls Club Recreation Center) Sealed Proposals for the above project shall be address to Homer Rhodes at the Purchasing office at Weslaco City Hall at 255 S. Kansas Avenue, Weslaco, Texas 78596, Telephone: 956-447-2240 A non-mandatory information Pre-Qualifications/Proposal Conference will be held at the Weslaco City Hall Purchasing Conference room on June 28, 2013 at 10:00 a.m. Plans, Specifications and RFQ proposal documents will be made available starting June 20, 2013 at the offices of Alcocer Garcia Associates, Inc. 1333 E. Jasmine, McAllen, Texas 78501, Office Telephone: 956.618.2007. Refundable Deposit in the amount of \$120.00 for each set of documents can be paid in form of check or cashier's check made payable to Alcocer Garcia Associates, Inc. Refundable deposits upon delivery of a clean, unmarked set.

DESCRIPTION OF AREAS OF QUALIFICATION AND BASIS FOR SELECTION CRITERIA TO SHORT LIST:

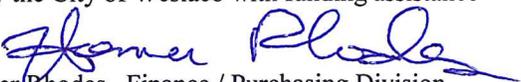
1. EXPERIENCE
2. WORKLOAD that is able to accommodate the addition of this project.
3. RECORD of successful completed projects of similar scope without legal or technical problems in the past years.
4. REFERENCES of good working relationship with past clients.
5. RESUMÉ of key personnel (Job Site Superintendent, Project manager)
6. PROXIMITY to and familiarity with the area where the project is located.
7. FINANCIAL CAPABILITY submit an audited financial statement (in a separated cover for confidentiality).
8. PROPOSAL A description of or reference to the proposed contract terms and conditions for the Construction Management at Risk service, including a description of services to be performed.
9. PROPOSAL respondents proposed fees

City reserves the right to refuse and reject any or all proposals and to waive informalities or defects in submittal or to accept such submittal as it shall deem to be in the best interest of the City. City should receive, publicly open and read aloud the names of the proposals submitted. City shall evaluate and rank each proposal submitted in relation to the criteria set forth in the request for qualifications. City of Weslaco is not responsible for proposals misplaced or mailed incorrectly. Proposals received late will not be accepted and will be returned unopened.

The City reserves the right to hold all proposal statements for forty five (45) days from the date of receipt without action and to require statements or evidence of bidder's qualifications including audited financial statements. City of Weslaco is an equal opportunity employer and does not discriminate based on race, color, national origin, sex, religion, age, gender, nor marital, veteran or handicapped status in the employment or provision of services.

STATEMENT OF PROGRAM FUNDS:

The Boys and Girls Club Recreation Center, Weslaco, Texas, is sponsored by the City of Weslaco with funding assistance through Texas Parks and Wildlife Department, Local Park Grant Program.


Homer Rhodes, Finance / Purchasing Division

VENDOR'S NOTICE OF INTENT TO SUBMIT

If you intend to submit Qualifications for Weslaco Boys and Girls club Recreation Center – Construction Manager at Risk with the City of Weslaco as outlined in the specifications, please indicate your intention by signing, dating, and returning this form to the address below prior to July 8, 2013 so that you may receive any addendums to the specifications should the need arise.

Homer Rhodes

City of Weslaco

Finance / Purchasing Office

255 S. Kansas Avenue

Weslaco, Texas 78596

Telephone: 956.447.2240

Facsimile: 956.969.8452

hrhodes@weslacotx.gov

Name: _____

Signature: _____

Title: _____

Company/Firm: _____

Mailing Address: _____

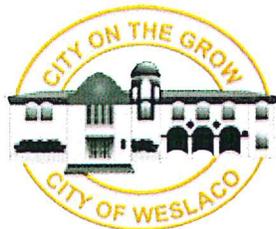
City/State/Zip: _____

Telephone: _____

Fax: _____

E-Mail: _____

RFQ: 2012-13-10



Construction Management-at-Risk REQUEST FOR QUALIFICATIONS

Weslaco Boys & Girls Club

Recreation Center

RFQ NO. 2012-13-10

QUALIFICATIONS MUST BE RECEIVED
BEFORE:

Monday - July 8, 2013 at 3:00 p.m.

hand deliver and/or express

mail to: CITY OF WESLACO

Homer Rhodes

Purchasing Department

255 South Kansas

Avenue

Weslaco, Texas

78596

NOTE: Responses must be received and time stamped at The City of Weslaco before the hour and date specified.

Three (3) sets said proposal shall be submitted in an opaque envelope plainly marked with the name and address of those submitting responses as well as the following: Qualifications for Construction Manager at Risk for Weslaco Boys & Girls Recreation Center, RFQ 2012-13-10 before the due date and time. If the response is sent through the mail or other delivery system, the response shall be enclosed in a separate envelope with "SEALED QUALIFICATION / PROPOSAL ENCLOSED" on the face thereof.

A contract will not be awarded on opening day. The Board of Directors will only award after study and consideration of responses. Acceptance of responses shall not constitute or imply the City of Weslaco's acceptance of the suitability of the respondent or response. Prices and other proposal details will be divulged after the award, as allowed.

For information regarding any part of this Request for Qualifications, call:

Alcocer Garcia Associates, Inc. edo@agadc.com 956.618-2007 phone

NOTE: Responses received after the stated deadline will not be accepted and will be returned to respondents unopened.

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EXHIBITS

- A. AIA A133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor

SECTION 1

NOTICE TO RESPONDENTS City of Weslaco - Weslaco Boys & Girls Recreation Center

1.1 General

The City of Weslaco (Owner) is accepting pre-qualification information potentially in advance of, or concurrently with, competitive sealed proposals for a construction management-at-risk contract in accordance with the terms, conditions and requirements set forth in this Request for Qualifications ("RFQ"), RFQ #2012-13-10 (Weslaco Boys & Girls Recreation Center). This RFQ provides sufficient information for interested parties to prepare and deliver submittals for consideration by Owner.

1.2 Pre-Qualification / Proposal Conference

All respondents are encouraged to attend the pre-qualification / proposal conference: Friday, June 28, 2013 at 10:00 AM at:
Weslaco City Hall Purchasing Conference Room
255 S. Kansas Ave.
Weslaco, Texas

1.3 Proposal Submission Deadline:

Monday, July 8, 2013 at 3:00PM CST. Weslaco
City Hall Purchasing Conference Office
255 S. Kansas Ave.
Weslaco, Texas
(956)447-2240

1.4 Type of Contract

After proposals are received in response hereto, and an award of contract is made, the successful respondent will be required to enter into a contract in the form of AIA A133-2009 Standard Form of Agreement Between Owner and Construction Manager as Constructor, Owner's Construction Manager-at-Risk Agreement.

Submission of a proposal indicates Respondent's acceptance of the terms and conditions of the CMAR Agreement.

ANY SIGNIFICANT CHANGES TO THE AGREEMENT WILL REQUIRE THE OWNER TO ALLOW THE OTHER RESPONDENTS AN OPPORTUNITY TO SUBMIT REVISED PROPOSALS SO AS TO PRESERVE THE NOTION OF FAIR COMPETITION. PLEASE SUBMIT ISSUES, QUESTIONS OR COMMENTS REGARDING RFP AS PART OF RESPONSE.

1.5 Public Information

Respondents are hereby notified that Owner is subject to the provisions of the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) and strictly adhere to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information pursuant to requests as provided in the Texas Public Information Act.

1.6 Contract Award Process

An award to one respondent for the construction management-at-risk services specified herein will be made following a procedure using competitive sealed proposals. Qualifications / Proposals will be opened publically to identify the names of the Respondents, and the monetary proposals. Other contents of the proposals will be afforded security sufficient to preclude disclosure of the contents of the proposal prior to award. Within seven (7) days after the date of opening the proposals, Owner will evaluate and rank each proposal with respect to the selection criteria contained in the Request for Qualifications (RFQ).

If Owner determines that it is unable to reach a contract satisfactory to Owner with the selected Respondent, then Owner will terminate discussions with the selected Respondent and proceed to the next Respondent in order of selection ranking until a contract is reached or Owner has rejected all proposals. Owner may not disclose any information derived from the proposals submitted from competing offers in conducting such discussions. Owner reserves the right to award a Contract for the requirements proposed by reason of this request, or to reject any and all Proposals if deemed to be in the best interests of Owner and to re-solicit for proposals, or to reject any and all proposals if deemed to be in the best interests of Owner and to temporarily or permanently abandon the procurement. If the Owner awards a contract, it will award the contract to the offeror or offerors whose proposal is the most advantageous to Owner and offers the best value, considering price and the evaluation factors set forth in the RFQ.

SECTION 2
PROPOSAL REQUIREMENTS
CITY OF WESLACO - Weslaco Boys & Girls
Club Recreation Center

2.1 General Instructions

- A. Respondents should carefully read the information contained herein, and submit a complete response to all requirements and questions as directed.
- B. Proposals and any other information submitted by Respondents in response to this RFQ shall become the property of Owner.
- C. Owner will not provide compensation to Respondents for any expenses incurred by the Respondent(s) for proposal preparation or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Respondents submit qualifications and proposals at their own risk and expense.

2.2 Qualification Statement

AIA A305-1986 Contractor's Qualification Statement

2.3 Bonding

Attach a letter of intent from a surety company indicating the applicant's bonding capacity for this project. The surety shall acknowledge that the firm may be bonded for a potential maximum construction cost not to exceed \$1,000,000. Bonding requirements are set forth in section 3.2 of this RFP.

2.4 Pricing -Respondent must complete Pricing, Scheduling and Proposal Particulars, Section 6.

- A. Pricing reflects the full Scope of Work defined herein; inclusive of all associated cost for delivery, labor, insurance, taxes, overhead, and profit, or as otherwise defined, as appropriate.
- B. Owner will not recognize or accept any charges or fees to perform this work that are not specifically stated in the Respondent's proposal.
- C. Cash or prompt payment discounts will not be considered in determining an award. All payment discounts offered will be taken, if earned and deemed in Owner's best interest.

2.5 Self Performance Statement : (see Section 6, 6.1 Pricing and Delivery Schedule, Item I)

2.6 Submittal Checklist

Firms are instructed to complete, sign, and return the following documents as a part of their proposal submittal packages. Firms must submit one (1) original and two (2) copies of their qualification / proposal submittal package. Failure to return these documents may subject your proposal to disqualification.

- Bonding Letter (ref. Section 3.1)
- Signed and Completed Execution to Offer (ref. Section 5)
- Pricing and Delivery Schedule (ref. Section 6)
- Responses to Respondent's Questionnaire (ref. Section 7)
- Qualification Statement- A305-1986

SECTION 3

INSURANCE AND BONDS

CITY OF WESLACO-Weslaco Boys & Girls Club
Recreation Center

3.1 Insurance and Bonds

For any Contract resulting from this procurement which requires the Contractor to provide on-site services, the Contractor shall, prior to commencement of work, provide Owner with Certificates of Insurance in the below amounts and shall maintain such coverage in effect for the full duration of the Contract, unless such Contract specifies different coverages or amount.

Workers' Compensation:	Statutory
Employer's Liability	\$500,000
Comprehensive General Liability	\$1,000,000 each occurrence
	\$1,000,000 in the aggregate
	\$1,000,000 products
	\$1,000,000 personal & adv. injury
	\$50,000 fire damage
	\$5,000 medical expense

Comprehensive Automobile Liability (any auto, hired auto, non-owned auto)

Bodily Injury:	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage:	\$1,000,000 each occurrence

Owner's and Contractor's Protective	\$1,000,000
Builder's Risk:	full value of contract

Contractor shall deliver to Owner:

Certificates evidencing the existence of all such insurance promptly after the execution and delivery hereof and prior to the continued or additional performance of any services to be performed by Contractor hereunder from or after the day of any agreement or purchase order; and

Replacement certificates not less than thirty (30) days prior to the expiration of any such insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, Owner shall have the right to make such payments and set-off the amount thereof against the next payment coming due to Contractor under my purchase order or agreement; and

Such Certificates shall name Owner as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and shall provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to Owner, giving the Owner the right to pay the Premium to maintain coverage.

The insurance policies specified herein shall be kept in force for the periods specified below.

Commercial General Liability Insurance, Auto Liability, Builder's Risk, the Owner's and Contractor's Protective shall be kept in force until receipt of final payment by the Contractor;

Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and substantial completion certificates has been issued by Owner in writing.

Contractor shall provide Owner a full and complete copy of any insurance policy promptly upon request by Owner, and without charge to Owner.

1. Respondent shall provide evidence satisfactory to Owner of bonding capacity in the total estimated maximum amount of the construction management-at-risk contract along with Respondent's response to this Request for Qualifications
2. Payment and Performance Bonds shall be supplied within ten (10) days of execution of the GMP. A Payment Bond is not required on contracts of \$25,000 or less. A Performance Bond is not required on contracts of \$100,000 or less. If the total contract price exceeds \$25,000, the Contractor shall execute in accordance with the provisions of Chapter 2253, Texas Government Code, a Payment Bond in the amount equal to the total contract amount, solely for the protection of those supplying labor, materials and/or equipment in the prosecution of the subject contract. If the total contract price exceeds \$100,000, the Contractor shall execute in accordance with the provisions of said Chapter 2253, Texas Government Code, a Performance Bond in the amount of the total contract price conditioned upon the faithful performance of the contract, solely for the protection of The Economic Development Corporation of Weslaco.
3. Each bond shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Owner, and on the Owner's form. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Owner.
4. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

3.2 Bonding

Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

Security Bond: The Construction Manager at Risk Contractor will be required upon execution of the Construction Manager at Risk Agreement, to execute a Security Bond in the amount of 5% of the Guaranteed Maximum Price.

3.3 Indemnification

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CONTRACTOR AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNER, AND HOLD HARMLESS THE CITY OF WESLACO, ITS AFFILIATED ENTERPRISES, REPRESENTATIVES OF THE OWNER, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, REGENTS, PARTNERS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENTS AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND, OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF SERVICES, OR PROVISION OF GOODS, BY CONTRACTOR PURSUANT TO THE CONTRACT, OR ANY

PART THEREOF, WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY IT OR ANYONE FOR WHOSE ACTS IT MAY BE LIABLE EVEN IF IT IS CAUSED IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OR ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION OR RIGHT WHICH OWNER OR ANY OF THE INDEMNITIES HAS BY LAW.

CONTRACTOR SHALL PROTECT AND INDEMNIFY THE OWNER FROM AND AGAINST ALL CLAIMS, DAMAGES, JUDGMENTS AND LOSS ARISING FROM INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY UNITED STATES PATENT, OR COPYRIGHT, ARISING BY OR OUT OF ANY OF THE SERVICES PERFORMED OR GOODS PROVIDED HEREUNDER OR THE USE BY CONTRACTOR, OR BY OWNER AT THE DIRECTION OF CONTRACTOR, OR ANY ARTICLE OR MATERIAL, PROVIDED THAT UPON BECOMING AWARE OF A SUIT OR THREAT OF SUIT FOR PATENT OR COPYRIGHT INFRINGEMENT, OWNER SHALL PROMPTLY NOTIFY CONTRACTOR AND CONTRACTOR SHALL BE GIVEN FULL OPPORTUNITY TO NEGOTIATE A SETTLEMENT. CONTRACTOR DOES NOT WARRANT AGAINST INFRINGEMENT BY REASON OR OWNER'S DESIGN OF ARTICLES OR THE USE THEREOF IN COMBINATION WITH OTHER MATERIALS OR IN THE OPERATION OF ANY PROCESS. IN THE EVENT OF LITIGATION, OWNER AGREES TO COOPERATE REASONABLY WITH CONTRACTOR AND PARTIES SHALL BE ENTITLED, IN CONNECTION WITH ANY SUCH LITIGATION, TO BE REPRESENTED BY COUNSEL AT THEIR OWN EXPENSE.

The indemnities contained herein shall survive the termination of any agreement or purchase order for any reason whatsoever.

3.4 Force Majeure

If either Owner or Contractor (individually, a "Party") is delayed at any time in the performance of its obligations hereunder by economic industry-wide strikes, fire, unusual delay in deliveries, unavoidable casualties, or other causes reasonably beyond such Party's control and which could not have been reasonably anticipated by such Party, then the time for performance of such Party shall be extended by one (1) day for each day of such delay.

SECTION 4

SPECIFICATIONS

CITY OF WESLACO - Weslaco Boys & Girls Club
Recreation Center

4.1 Estimated Project Budget:

The Construction Cost Limitation to include Preconstruction Services, Cost of Work, Allowances, and Contingencies is **\$1,000,000**.

Respondents are instructed to carefully review all project information which has been provided to interested potential respondents.

4.2 Project Phasing

CMAR Contract Award

The CMAR and the Owner will formally execute an agreement using the American Institute of Architects, B133-2009- Standard Form of Agreement between Owner and Construction Manager where the basis of payment is the Cost of the Work plus a Fee with a Guaranteed Maximum Price. Sample agreement attached.

Construction Documents:

The CMAR will be a resource to the Architect and will perform constructability reviews and cost estimating services during preparation of Construction Documents. When the CO's are approximately 60% complete, the CMAR will prepare and submit to the Owner a Guaranteed Maximum Price proposal. If this GMP is acceptable to the Owner, the Owner will issue through the Architect a Notice to Proceed with Construction of the project.

Construction Phase:

The CMAR will submit partial sets of completed construction documents to the local municipal code enforcement office along with an application for Building Permit and will subsequently commence with construction of the project as permitted. The CMAR will work with the Architect during final completion of the Construction Documents, which will be submitted incrementally to the City for final permit approval. The CMAR will work with the Owner and Architect to submit all necessary documentation required to be submitted to the Green Building Certification Institute for LEED certification.

Final Completion:

4.3 Liquidated Damages

Time will be of the essence in the performance of Contractor's duties.

For each consecutive calendar day after the completion period established in the contract that any work, including the correction of deficiencies found during final testing and inspection, is not completed, the amount of one thousand dollars (\$1,000) will be deducted from the money due or becomes due to the Construction Manager, not as a penalty but as liquidated damages representing the parties' estimate at the time of the contract execution of the damages which the Owner will sustain for late completion. This will be determined as part of contract negotiations.

SECTION

5

EXECUTION OF OFFER

*City of Weslaco — Weslaco Boys &
Girls Club Recreation Center*

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE PROPOSAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPSOAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENTS PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROSPER LISTS AT OWNER. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for proposal and is *not* a contract or an offer to contract; (2) the submission of a proposal by Respondent in response to this RFP will *not* create a contract between Owner and Respondent; (3) Owner has made no representation or warranty, written or oral, that one or more contracts with Owner will be awarded under this RFP; and (4) Proposer shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

By signature hereon, Respondent offers and agrees to furnish to Owner the products and/or services more particularly described in its proposal, at the prices quoted in the proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.

By signature hereon, Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted proposal.

By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.

By signature hereon, the Respondent hereby certifies that neither the Respondent nor the firm, corporation, partnership or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

By signature hereon, Respondent represents and warrants that:

- a. Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
- b. Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
- c. Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
- d. Respondent understands (i) the requirements and specifications set forth in this RFP and (ii) the terms and conditions set forth in the Contract under which Respondent will be required to operate;

e. Respondent, if selected by Owner, will maintain insurance as required by the Contract;

f. All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that Owner will rely on such statements, information and representations in selecting the Successful Respondent. If selected by Owner as the Successful Respondent, Respondent will notify Owner immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's proposal.

By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Respondent as defined in Rule 1 TAC 111.2.

By signature hereon, Respondent certifies as follows:

"Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."

By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of The City of Weslaco, or Respondent has not been an employee of The City of Weslaco within the immediate twelve (12) months prior to your RFP response. All such disclosures will be subject to administrative review and approval prior to Owner entering into any contract with Respondent.

By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of this specifications for this RFP. (ref. Section 2155.004 Texas Government Code).

Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the Owner, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's proposal.

By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements which may result from the submission of Respondent's proposal will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.

Please complete the following:

Respondent's VIN No: _____

Respondent's FEI No: _____

If Sole Owner: Respondent's SS No: _____

If a Corporation: Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Please identify each person who owns at least 25% of Respondent's business entity by name and social security number:

Name

social security number

Submitted and Certified By:

Respondent's Name

Authorized Signature

Date

Printed Name/Title

Street Address

Telephone Number

City, State, Zip Code

Facsimile Number

SECTIONS

PRICING AND DELIVERY SCHEDULE CITY OF WESLACO Weslaco Boys & Girls Club Recreation Center

Proposal of: _____

Company Name

To: Leonel Olivares, City Manager

RFQ No: **2012-13-10 Weslaco Boys & Girls Club Recreation Center / CMAR**

City of Weslaco, Texas

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFQ and any attachments thereto, the undersigned proposes to furnish the construction management-at-risk services as required pursuant to the aforementioned documents at the below quoted terms.

6.1 Pricing Schedule

Item #	Schedule Item	Item Value
A	Construction Cost Limitation (CCL)	\$1,000,000
B	Construction Contingency (included in CCL), (Owner requested changes only)	\$50,000
C	What is the proposed Pre-construction Phase Service Fee Percentage based on A above?	
D	What is the estimated General Conditions on A above?	
E	What is the anticipated Performance and Payment Bond amount based on A above?	
F	What is the proposed Overhead and Profit based on A above?	
G	What would be insurance cost (Owner's and Contractor's protective liability, Workmen's Comp & Employer Liability, Comprehensive General Liability, Builder's Risk, comprehensive auto liability) based on A above?	
H	What would be the proposed Design Contingency? % (included in GMP)	
I	Proposer acknowledges that if awarded a CMAR contract that any work to be self performed will be priced per Article 2.3.2 Administration of Sample Agreement Form.	

6.2 Delivery Schedule

Item #	Schedule Item	Item Value
A	What is construction duration from NTP? (Calendar days)	

6.3 Payment Terms

The following payment term options and discounts are quoted (Owner's suggested payment terms are 2%/10 NET 30):

Net 30 days: _____ %

Net 15 days: _____ %

Net 10 days: _____ %

Respondent may offer additional payment term options and discounts for Owner to consider.

6.4 Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFQ. (Initial if applicable)

No. 1 _____ No.2 _____ No. 3 _____ No. 4 _____

Respectfully Submitted,

By: _____
Authorized Signature

Date: _____

SECTION 7

RESPONDENT QUESTIONNAIRE CITY OF WESLACO – Weslaco Boys & Girls Recreation Center

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 your proposal package. Please reference each response by its item number indicated below.

1. EXPERIENCE: Value = 20 points

A. Respondent's CMAR Experience:

1. Describe your previous experience(s) with CMAR methodology (Emphasis on last five (5) years).
2. Describe previous experience related to collaborating with A/E Design Team in constructability review and cost controls.
3. Describe qualifications of firm in executing CMAR projects.
4. Describe your management plan for performing the work required of this project and include your program for managing subcontractors and material providers.
5. Describe your method of subcontractor contract award process including review/approval by Owner.
6. Describe the pre-construction and construction phase services to be provided by your firm for this project.
7. What percentage of local participation do you anticipate?
8. Describe your project execution plan, and schedule for this project.
9. Describe your project scheduling system and monitoring process.
10. Describe your company's service support philosophy, how it is carried out, and how success in keeping this philosophy is measured.

2. WORKLOAD: Value = 5 points

Describe your firm's current workload and your ability to accommodate this project.

3. RECORD: Value = 5 points

Provide list of successfully completed projects of similar scope without legal or technical problems in the past five (five) years.

4. REFERENCES: Value = 5 points

Provide references for previous projects within the City of Weslaco;

CMAR Project

5. RESUME: Value = 5 points
Provide resumes of key personnel (Job Site Superintendent, Project Engineer, Project Manager,
6. PROXIMITY: Value = 5 points
Demonstrate firm's familiarity with the area where the project is located.
7. FINANCIAL CAPABILITY: Value= 5 points

Submit an audited financial statement (under separate cover for confidentiality).
8. CONTRACT TERMS: A description of or reference to the proposed contract terms and conditions for the Construction Manager at Risk services, including a description of services to be performed.
- 9 PROPOSAL: Value = 50 points
Respondent's proposed fees set forth in Section 6 - Pricing and Delivery Schedule