

REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGER AT RISK SERVICES
FOR THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT
MAINTENANCE YARD RENOVATION PROJECT



Response Deadline:

September 6, 2018
10:00 a.m.

To:

Nora Dinsmore
Brushy Creek MUD
16318 Great Oaks Drive
Round Rock, TX 78681

**REQUEST FOR PROPOSALS (RFP)
FOR CONSTRUCTION MANAGER AT RISK SERVICES
FOR BRUSHY CREEK MUNICIPAL UTILITY DISTRICT
MAINTENANCE YARD RENOVATION PROJECT**

INTRODUCTION

This Request for Proposals ("RFP") is being made by Brushy Creek Municipal Utility District ("District" or "Owner") for construction manager at-risk services for the District's Maintenance Yard Renovation Project as further described herein.

The District will select a construction manager at-risk through the ONE STEP process.

RFP submissions must be sealed and received at the designated location by the deadline shown below. RFP submissions received after the required deadline will be returned unopened and shall be considered late and non-responsive, and will be rejected.

Any questions concerning this RFP must be submitted in writing by electronic mail and must be submitted no later than 10:00 a.m. on Friday, August 24, 2018 to the contact person indicated below.

**Brushy Creek MUD
Attn: Nora Dinsmore
16318 Great Oaks Drive
Round Rock, Texas 78671**

Contact Information: n.dinsmore@bcmud.org

SECTION 1 – GENERAL REQUIREMENTS

- 1.1 Brushy Creek Municipal Utility District (District) invites the submittal of responses to this Request for Proposals (RFP) from firms who can adequately demonstrate they have the resources, experience, and qualifications necessary to provide “Construction Management at Risk” (CMAR) services for the District’s Maintenance Yard Renovation Project.
- 1.2 The CMAR contract will be procured in accordance with Subchapter G, Chapter 2269, Texas Government Code.
- 1.3 Questions regarding the CMAR RFP sought by the District must be in writing via e-mail to *n.dinsmore@bcmud.org* **no later than 10:00 a.m. on Friday, August 24, 2018**. The subject line shall read: “Questions for CMAR RFP”. Answers, if any, made by the District will be published on the District’s website as an Addendum to this RFP. It is the responsibility of any potential respondents to check the website for any Addenda that may be issued. (www.bcmud.org)
- 1.4 Sealed responses are due in the District’s office as follows:

**Attn: Nora Dinsmore
Administrative Services Specialist
Brushy Creek MUD
16318 Great Oaks Drive
Round Rock, Texas 78671**

ALL PROPOSALS MUST BE RECEIVED BY SEPTEMBER 6, 2018 AT 10:00 A.M. LOCAL TIME.

- 1.5 Packages or e-mails are to be sealed and clearly labeled as follows: “Response to RFP for CMAR Brushy Creek MUD Maintenance Yard Renovation. ATTN: Nora Dinsmore”.
- 1.6 RFP submissions must address each applicable requirement set out in this RFP.
- 1.7 Unless expressly allowed by a written authorization or addendum to this solicitation/request, no RFP submissions may be changed, amended, or modified in any manner after it has been delivered to the District; however, a RFP submission or proposal may be withdrawn and resubmitted any time prior to the deadline for receipt thereof.
- 1.8 Interested persons, entities or teams, submitting RFP submissions certify that the submitted documents are considered to be valid executed originals and do not need an original signature for execution.
- 1.9 RFP submissions will be opened and read aloud in a public meeting at 10:05 a.m. in the District administration office located at 16318 Great Oaks Drive, Round Rock, Texas on September 6, 2018. Selection of RFP candidates will not take place in this meeting.
- 1.10 Organizations, entities or teams delivering timely and accepted RFP submissions will be scored and ranked in accordance with the evaluation criteria set forth in this RFP. The organization selected for the Project, if any, shall be notified after the District Board of

Director's September 27, 2018 meeting. The District will use the one step method to select the CMAR for this RFP process.

- 1.11** If it is determined that a site visit is necessary, a tour of the site shall be held by appointment to gain a better understanding of the site and the proposed Project.

SECTION 2 – PROJECT DESCRIPTION

- 2.1** The District's Maintenance Yard Site Renovation Project will be undertaken in several phases. The Project includes demolition of the existing buildings, construction of a storm water pond, installation of utilities, removal of soils, construction of new maintenance buildings, and construction of a fence. The Maintenance Yard is located at the intersection of Oak Ridge Drive and Great Oaks Drive, Round Rock, TX, 78681.
- 2.2** The estimated construction cost for construction of the Project is Two Million Dollars (\$2,000,000), excluding any items considered to be alternates.
- 2.3** Additional information relating to the Project is set forth below:

Acreage	Approximate Square Footage	Construction Budget	Design to Begin	Approximate Date for Facility to Open
3.16 Acres	10,960 sq ft., (4,830 sq ft enclosed building and additional 6,130 sq ft covered but not enclosed)	\$2.0 Million	September 2018	April 2020

- 2.4** Additional information relating to the Project, including conceptual drawings, are available from the following District representative:

**Attn: Nora Dinsmore
Administrative Services Specialist
Brushy Creek MUD
16318 Great Oaks Drive
Round Rock, Texas 78681**

SECTION 3 – CMAR PROCUREMENT TIMELINE

RFP Posted on District’s Website	August 1, 2018
RFP Advertised in Round Rock Leader	August 9 th & 16 th , 2018
Questions Due from CMAR Firms	10:00 a.m., August 24, 2018
Proposals due to District	10:00 a.m., September 6, 2018
Proposal Opening	10:05 a.m., September 6, 2018
Notification of Short-List	September 12, 2018
Short-List Interviews - Schedule to be determined	September 14 th through 19 th
Board of Director’s Approval of CMAR and Agreement	September 27, 2018
Notify Finalist	September 28, 2018
Commencement of CMAR Services	October 2018

SECTION 4 – SCOPE OF CMAR SERVICES

4.1 PRE-CONSTRUCTION SERVICES:

The selected firm will assist the District team by providing pre-construction services, including but not limited to the following:

- 01 Consult with District representatives regarding its Project objectives, and periodically review Project plans to confirm the District's objectives are reflected in the Project design documents.
- 02 Provide periodic cost estimates to the District throughout the duration of the Project.
- 03 Assist the District in identifying design changes as necessary to keep the Project within the budget.
- 04 Make recommendations to the Owner regarding division of work in order to facilitate competitive bidding and awarding of subcontracts.
- 05 Prepare pre-qualification criteria for material suppliers and Contractors and develop Vendor's and Contractors' interest in the Project.
- 06 Expedite opportunities for local participation by material suppliers and Contractors in this Project.
- 07 Conduct pre-bid conferences with Contractors, developing Project budget, etc.
- 08 Review competitive sealed bids from the various Contractors and make recommendations to the District.
- 09 Obtain approvals of public agencies and approval authorities.
- 10 Review design and construction documents as they are produced and make recommendations to the District.

4.2 CONSTRUCTION SERVICES:

The selected firm will provide construction manager at risk services during the construction phase, including but not limited to the following:

- 01 Schedule of all Project construction related activities
- 02 Prepare, execute and manage contracts with the Contractors/Sub-Contractors.
- 02 Coordinate and direct the work of the Sub-Contractors.

- 03 Conduct a general pre-construction and in-depth pre-construction meeting with all major Sub-Contractors prior to the start of their work activities.
- 04 Provide temporary job site facilities and services.
- 05 Provide site security and control site access.
- 06 Track construction costs and maintain detailed construction cost records.
- 07 Review and process shop drawings and other submittals.
- 08 Establish, monitor, and update a construction scheduling system.
- 09 Maintain and provide as-built information to Architect/Engineer for preparation of record drawings.
- 10 Review requests for changes, challenge the cost of the Contractors as necessary, and make recommendations to the District and Architect/Engineer.
- 11 Review and process all pay request applications by the Sub-Contractors.
- 12 Develop and monitor a comprehensive safety program for the Project.
- 13 Conduct progress and coordination meetings with on-site trade foreman or superintendents.
- 14 Conduct meetings with the District's representative and Architect/Engineer to review construction progress, scheduling, conflict resolution, etc.
- 15 Supervise, direct and manage the complete construction of the Project.
- 16 Establish and maintain Quality Control and Quality Assurance standards.
- 17 Negotiate Project agreement, which will mitigate disputes, work stoppages, or jurisdictional disputes.
- 18 Provide record keeping and insure proper reporting required by the District.
- 19 Other services as deemed appropriate by the District.

4.3 The construction manager-at-risk shall publicly advertise, as prescribed for the District under Section 49.273 of the Texas Water Code, and receive bids from trade contractors or subcontractors for the performance of all major elements of the work other than the minor work that may be included in the general conditions. A construction manager-at-risk may seek to perform portions of the work itself if the construction manager-at-risk submits its

bid or proposal for those portions of the work in the same manner as all other trade contractors or subcontractors and if the District determines that the construction manager-at-risk's bid is most advantageous to the District.

- 4.4** The construction manager-at-risk and the District or its representative shall review all trade contractor or subcontractor bids or proposal in a manner that does not disclose the contents of the bid or proposal during the selection process to a person not employed by the construction manager-at-risk, Architect/Engineer, or District. All bids or proposals shall be available to the public after the award of the contract.
- 4.5** If the construction manager-at-risk reviews, evaluates, and recommends to the District a bid from a trade contractor or subcontractor but the District requires another bid to be accepted, the District shall compensate the construction manager-at-risk by a change in price, time, or guaranteed maximum cost for any additional cost and risk that the construction manager-at-risk may incur because of the District's requirement that another bid be accepted.
- 4.6** If a selected trade contractor or subcontractor defaults in the performance of its work or fails to execute a subcontract after being selected in accordance with this section, the construction manager-at-risk may, without advertising, fulfill the contract requirements itself or select a replacement trade contractor or subcontractor to fulfill the contract requirements.
- 4.7** If a fixed contract amount or guaranteed maximum price has not been determined at the time the contract is awarded, the penal sums of the performance and payment bonds delivered to the District must each be in an amount equal to the Project budget, as specified in this Request for Proposals. The construction manager shall deliver the bonds not later than the 10th day after the date the construction manager executes the contract unless the construction manager furnishes a bid bond or other financial security acceptable to the District to ensure that the construction manager will furnish the required performance and payment bonds when a guaranteed maximum price is established.
- 4.8** The CMAR firm shall provide a signed and sealed set of "as-built" construction documents for the Project to the District at the conclusion of construction.
- 4.9** Construction shall be carried out in accordance with the contract documents (including the approved drawings, plans, specifications, and Project manual), and in accordance with the regulations all applicable local, state and federal laws, regulations, statutes and ordinances. Construction draws and retainage shall be in accordance with the contract. Construction shall include provision of all necessary furnishings and equipment as negotiated between the parties to make the facility operational for its intended purpose.

SECTION 5 – CMAR SELECTION PROCESS

- 5.1 After proposals have been timely submitted, the District may choose to interview any respondent.
- 5.2 Each respondent must submit a Proposal containing a full and complete response to each of the items set forth in this RFP.
- 5.3 By submitting a proposal, the CMAR firm certifies to the District it holds current licensing and qualifications to legally perform the requested services under both state and federal laws and requirements.
- 5.4 The District will review submittals and select a short-list of finalist Construction Managers at Risk to interview for the Project. Interview times will be scheduled for September 14th through September 19th. Respondents not selected for further consideration will be notified promptly. Selected candidates will be notified of interview time.
- 5.5 The District shall select the offeror that submits the proposal that offers the best value for the District based on the selection criteria set forth below and the District's ranking evaluation, which shall be made public not later than the seventh day after the date a contract is awarded. The District shall first attempt to negotiate a contract with the selected offeror. If the District is unable to negotiate a satisfactory contract with the selected firm, the District shall, formally and in writing, end negotiations with that firm and proceed to negotiate with the next firm in the order of the selection ranking until a contract is reached or negotiations with all ranked firms end.

5.6 EVALUATION CRITERIA

The District shall consider the following criteria to review, evaluate and rank the proposers:

1. **Qualifications of Firm-** Qualifications of Firm, specifically as they relate to this Project.
2. **Firm Experience on Construction Management at Risk Projects-** Related Project experience of the firm(s) and the individuals who would be assigned to this Project.
3. **Firm Experience on Maintenance Facility Projects-** Related specific Project experience of the firm(s) and the individuals who would be assigned to this Project.
4. **Available Resources to Complete Project-** This criterion includes the personnel, resources or methodologies commonly used by your firm that may be applicable to the Project categories.
5. **Responsiveness to the RFP**

6. Professional References

7. Fees

- 5.7** The District will select a qualified candidate using the one-step process.
- 5.8** The Agreement between the District and Construction Manager At-Risk shall consist of the following:
1. Standard Form of Agreement Between Owner and Construction Manager As Constructor where the basis of payment is Cost of Work Plus a Fee with a Guaranteed Maximum Price, AIA Document A133-2009 (“A133”).
 2. General Conditions of the Contract for Construction, AIA Document A201-2007, as modified by the Owner (“A201”).
- 5.9** By submitting a response to this RFP, the proposer agrees to the terms and conditions contained in A133 and A201, as maybe modified by District, and agrees to execute a final version of these contracts subject to approval by the District. Proposer must state any requested modifications to these Contract Documents as part of its response to this Request. If no requests are made, the proposer will be expected to execute the Contract documents without modification. No agreement will become effective until the District and its legal counsel have approved the agreement, and it has been approved and its execution authorized by the District's Board.
- 5.10** All savings on the Project will be returned to the District at the conclusion of the Project.
- 5.11** Performance and Payment Bonds for 100% of the construction cost will be required prior to beginning the work after submission of the Guaranteed Maximum Price (“GMP”). If the District and the CMAR firm have not been able to determine the Contract Price at the time the CMAR contract is awarded, then the penal sum of the performance and payment bonds shall be in an amount equal to the construction budget as specified herein. If the Contract amount has been set then the CMAR firm shall provide the bonds not later than the 10th day after the contract is executed.
- 5.12** If the selected proposer wishes to self-perform work, the Owner will request a list of the portions of the work that the Construction Manager At-Risk plans to submit a proposal to self-perform at least 24 hours in advance of the receipt of the subcontractor proposals. The Construction Manager At-Risk must notify the Owner if there are no proposals received for categories of work that the Construction Manager At-Risk would like to self- perform.
- 5.13** The selected Construction Manager At-Risk must provide the District with all advertising, solicitation documents, bids, proposals, and evaluations of proposals during the selection of subcontractors.
- 5.14** Any Cost of Work items that the Construction Manager At-Risk will be self-performing must be treated as General Condition costs and will not be subject to the percentage fee.

For all self-performed work as well as the work of all subcontractors, the District requires documentation to provide a full audit and review.

- 5.15** Following the successful negotiation of a Contract, the CMAR firm shall coordinate preconstruction, construction, and post construction aspects of the Project with the District and its architect/engineer.
- 5.16** The selected finalist will provide a Contract Price as set forth in the A133 and A201 for which the selected Finalist will agree to construction of the Project in full compliance with the requirements in this RFP, in full compliance with all applicable laws, rules, regulations and in full compliance with all the offers, proposals, terms and conditions set forth in the Agreement approved by the District's Board.
- 5.17** The successful finalist must provide liability insurance covering its activities in the coverages and amounts set forth in the Contract Documents.

CMAR COMPENSATION WILL NOT BEGIN UNTIL COMMENCEMENT OF THE CONSTRUCTION PHASE OF THE PROJECT.

SECTION 6 - ADDITIONAL INFORMATION

- 6.1 No Gratuities** – Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the District for the purpose of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- 6.2 All Information True** – Respondent represents and warrants to the District that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to the District for consideration in the selection process shall be excluded.
- 6.3 Interviews** – After the initial evaluation of the statements of qualification, Respondents will be notified via phone, fax, email, or letter by mail of their status in the selection process. Respondents who are “short-listed” should expect and anticipate subsequent interviews which will most likely focus not only on the Respondent’s program approach but also on an appraisal of the people who would be directly involved in the Project.
- 6.4 Inquiries** – Do not contact the District or the Project Team during the selection process to make inquiries about the progress of this selection process. Respondents will be contacted when it is appropriate to do so.
- 6.5 Cost of Responses** – The District will not be responsible for the costs incurred by any proposer in the submittal of responses to this RFP.
- 6.6 Contract Negotiations** – This RFP is not to be construed as a contract or as a commitment of any kind. If this RFP results in a contract offer by the District, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure that the appropriate staff is assigned to the Project, the District intends to make the inclusion of a “key persons” clause a part of the contract negotiations.
- 6.7 No Obligation** – The District reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the District’s best interest; or (6) cancel the entire process.
- 6.8 Professional Liability Insurance** – The respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Texas.
- 6.9 Liquidated Damages** – Should the Contractor, including the Construction Manager at Risk if selected as the Contractor, fail to reach Substantial Completion of the Project by the date of Substantial Completion (as established in Amendment No. 1, AIA Document A133CMC-2009 and defined in the Contract Documents) plus any additional time allowed by the District, the Contractor shall pay, or there shall be deducted from any amounts due

and owing to the Contractor, liquidated damages for each day that any work shall remain uncompleted after the date for Substantial Completion. The liquidated damages sum shall be \$1,400 per day.

- 6.10 Project Budget.** The District has established a construction budget of \$2,000,000.00. The District expects the proposed Contract Price to be less than the Project Budget. Proposers may identify “value engineering” options to bring the finished Project in line with budget estimates.
- 6.11 Prevailing Wage.** Each Respondent's attention is called to Chapter 2258 – Prevailing Wage Rates of the Texas Government Code. This law provides that it shall be mandatory upon the CMAR and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the Contract. It is also mandatory for the CMAR firm and its subcontractors to maintain certified payrolls as part of its compliance with the prevailing wage rate statutes. In accordance therewith, the District has adopted the most current prevailing wage scales established by the US Department of Labor in accordance with the Davis- Bacon Act for Williamson County, Texas, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.
- 6.12 Waiver.** By submitting a proposal, each proposer agrees to waive any claim it has or may have against the District, its directors, officers, 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 the proposal. The District shall have no contractual obligation to any proposer, nor will any proposer have any property interest or other right in the proposal or contract being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the proposer have been fulfilled by the proposer.
- 6.13 No Warranty.** The District believes the information included in this RFP is materially accurate, however, the District does not warrant this information to be free from errors or omissions. Proposers are encouraged to inspect the Project site prior to submitting a response.
- 6.14 Boycott Israel.** Pursuant to Texas Government Code Chapter 2270, Proposer represents and warrants to the District that the Proposer does not boycott Israel and will not boycott Israel during the term of This Agreement.” Additionally, proposer represents that it is not engaged in business with Iran, Sudan or a foreign terrorist organization identified on any list prepared by the Texas Comptroller.
- 6.15 Relationship with Architect/Engineer.** Each Proposer represents that the firm is not a related entity to the District’s Architect for purposes of Chapter 2269, Texas Government Code.

SECTION 7 - SUBMITTAL INSTRUCTIONS

7.1 Sealed submittals are required. Submittals shall be delivered or mailed to Nora Dinsmore, at the address below, on or before **10:00 a.m. on Thursday, September 6, 2018**. All submittals must be labeled on the outside with the Respondent's name and the name of the Project. Late submittals will not be considered.

7.2 Three (3) copies of the response are to be addressed to:

Attn: Nora Dinsmore
Brushy Creek MUD
16318 Great Oaks Drive
Round Rock, TX 78681

7.3 To enable the District to efficiently evaluate the responses, it is **IMPORTANT** that respondents follow the required format in preparing their responses. **RESPONSES THAT DO NOT CONFORM TO THE PRESCRIBED FORMAT MAY NOT BE EVALUATED.**

7.4 Each copy of the response shall be bound using a semi-permanent binding method, to ensure that pages are not lost. Pages shall be no larger than letter-size (8-1/2" by 11") or, if folded to that dimension, twice letter size (11" by 17") each section (defined below) shall be separated by a tabbed divider. Elaborate covers, binding, dividers, etc. are not required.

7.5 CONTENT OF SUBMITTAL

Each response shall be submitted as outlined in this section. Please include an outside cover and/or first page, containing the name of the Project ("Request for Proposals (RFP) for Construction Manager at Risk Services for Maintenance Yard Construction and Renovation"), the name of the Respondent, and the submittal date.

A table of contents should be next, followed by tabbed dividers separating each of the following twelve (12) sections:

7.5.1 Divider #1: Letters:

The first page following the divider shall be a letter transmitting the response to the District and stating that the proposal set forth in it remains effective for a period of 60 calendar days. If the Respondent intends to subcontract for any of the services, the transmittal letter shall contain the names of all such proposed subcontractors. At least one copy of the transmittal letter shall contain the original signature of a partner, principal, or officer of the Respondent.

7.5.2 Divider #2: Firm Information:

- a. Completed AIA A305 – 1986

7.5.3 Divider #3: General Company History/Qualifications:

- a. A brief history of the Firm and the services routinely provided in-house on CMAR construction Projects.
- b. Indicate how long you have been in business.
- c. An organization chart that explains team member responsibilities.
- d. The resumes of all persons to be assigned to the Project with their prospective roles identified.

7.5.4 Divider #4: Financial and Legal Status:

- a. Describe the general financial capability of the Respondent and attach a current financial statement and balance sheet.
- b. List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
- c. List all litigation against or involving the firm or its agents or employees with respect to any work performed.
- d. All insurance coverage that the firm has which would be applicable to the work.
- e. Jurisdictions in which your organization's partnership or trade name is filed.
- f. Jurisdictions and trade categories in which your organization is legally qualified to do business. (indicate registration or license numbers)

7.5.5 Divider #5: Experience and References:

- a. Discussion of Firm's experience in working with Government Entities, specific experience in the Construction Management at Risk capacity, and athletic facility Project experience.
- b. List of all Comparable Civic Projects, whether ongoing or completed, including references. Please begin with CMAR Projects in Texas including the office that is handling or will handle the Project listed. For each, please provide:
 - i. Project name and location;
 - ii. Capacity of Firm on Project;
 - iii. Year completed;
 - iv. Short description of Project;
 - v. Names, addresses, and phone numbers of owner and contact person tasked with daily responsibilities of Project;
 - vi. Names, addresses and telephone numbers of architect and engineer;
 - vii. Design and construction cost and whether or not it was within the Project budget; viii. Construction time and whether or not it was completed on time.
- c. List of all Projects currently under contract.

- d. Indicate whether your firm has ever failed to complete any work awarded. If yes, explain.
- e. Indicate whether your firm has any judgments, claims, arbitration proceedings or suits, pending or outstanding against the firm or its officers. If yes, explain.
- f. Indicate whether your firm has filed any lawsuits or requested arbitration with regard to construction contracts within the last five years. If yes, explain.
- g. Indicate whether your firm has, within the last five years, had any officer or principal of the organization been an officer or principal of another organization when it failed to complete a construction contract. If yes, please explain.

7.5.6 Divider #6: Management and Organizational Approach – on six pages or less, please describe your management and organization approach to this Project. The following should be addressed within this description:

- a. Please describe your firm’s understanding of the Project.
- b. Describe how the firm will organize to perform the services.
- c. Provide procedures and methodology for assisting in the development of Project scheduling and in quality and cost estimating/control.
- d. Describe the firm’s approach to working with and communicating with the District and Architect/Engineer and Project Team during construction stage of the Project.
- e. Describe the firm’s approach for working with the District during the Construction Phase of the Project to assure the opportunity of local labor and vendors.
- f. Describe the firm’s approach to code analysis and jurisdictional approvals.
- g. Based on the limited amount of Project information, indicate your firm’s concept of a reasonable construction schedule.
- h. Indicate how many hours or how often you would propose meeting with the District during pre-construction and during construction.
- i. Indicate if you plan to use sub-contractors or your own firm for construction work.

7.5.7 Divider #7: Proposed Contract – AIA form A133 - 2009 form of agreement between the Owner and the CMAR.

- a. The District reserves the right to make changes and deletions to the AIA form for the Agreement (2009).

7.5.8 Divider #8: Construction Manager at Risk General Conditions – AIA form A201 General Conditions (1997).

- a. The District reserves the right to make changes and deletions of the AIA form for the General Conditions (1997).

7.5.9 Divider #9: Experience with Concepts for Working as a Construction Manager at Risk.

- a. Describe your organization’s concept for cost contingencies during the design and construction phases.
- b. What is your organization’s concept for the disposition of contingency funds after the completion of the Project?
- c. Cost information: Your organization will be required to make all cost information available to the District during design and construction. Describe how this information will be furnished and how the District will be assured it is complete and accurate.
- d. Please provide examples of pre-construction services in past Projects and the results of those services.
- e. Construction Manager’s Fee: Please list fee (percentage) for providing the Construction Manager at Risk services for the proposed new facility as outlined in the table below:

Acreage	Approximate Square Footage	Construction Budget	Design Process to Start	Approximate Date for Facility to Open
3.16 Acres	10,960 sq ft., (4,830 sq ft enclosed bldg. & add’l 6,130 sq ft covered but not enclosed)	\$2.0 Million	August 2018	April 2020

- f. Uniqueness. What would you describe is unique about your organization’s contribution to this building Project?
- g. Indicate whether you have had a CMAR Project that was not followed through completion.

7.5.10 Divider #10: Conflict of Interest Statement – Vendor shall submit their response to the Conflict of Interest Statement in Section XV.

7.5.11 Divider #11: Completed & Signed W-9 Tax Form. Please include.

7.5.12 Divider #12: Completed Attachment A: Cost Summary

SECTION 8 - CONFLICT OF INTEREST

8.1 The Board of Directors of Brushy Creek Municipal Utility District (the District), in compliance with Section 49.199 of the Texas Water Code, has adopted a Code of Ethics Policy. In accordance with this policy, please disclose the following information:

1. Whether or not any of the Board of Directors or Management Staff listed below has a substantial interest in the Contractor or its affiliates.
2. Whether or not any of the Board of Directors or Management Staff listed below has a direct or indirect contractual relationship with the Vendor or its affiliates.

8.2 Furthermore, the Texas Legislature has enacted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The CMAR firm selected by the District shall be required to execute and register a Form 1295 with the Texas Ethics Commission as a condition of approval of a contract by the District.

2018 Board of Directors Brushy Creek Municipal Utility District

- Rebecca Tullos, Treasurer
- Michael Tucker, Assistant Secretary/Treasurer
- Kim Filiatrault, Secretary
- Donna B. Parker, Vice President
- Shean R. Dalton, President

District Staff

- Mike Petter, General Manager
- Jim Lamm, Chief Administrative Officer
- Joey Miller, Utility Systems Coordinator
- Nora Dinsmore, Administrative Services Specialist