

**CITY OF SAN ANGELO
REQUEST FOR PROPOSAL**

RFP No.: CE-02-14

**Civic Events
Construction Manager at Risk**

City Auditorium Renovation & Expansion

SUBMITTAL DEADLINE

No later than October 15, 2014, 2:00 P.M., Local Time

**Contract Documents
Specifications**



**City of San Angelo
72 West College Avenue
San Angelo, Texas 76903**

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1. INSTRUCTIONS TO OFFERORS

1.1. Location and Description of Project

This project includes Pre-construction and Construction services for the Renovation and Expansion of the City Auditorium located at 72 West College Avenue, attached to City Hall. The renovation includes extensive work to re-rake the orchestra floor and reconstruct the balcony and restrooms. Because of the floor renovations all of the seating will be removed, repaired and reinstalled; The theatrical lighting and sound systems will be replaced and completely upgraded; interior finishes and soft goods in the lobby and auditorium will be renovated; The expansion includes the completion of the basement and two levels of annex above which will allow for extensive work and renovation to the stage area, new rigging, electrical and dressing rooms, etc.. A new fire sprinkler system will be installed and fire exit issues will be addressed at orchestra and balcony levels. The proposed annex will provide a loading dock on one side for traveling shows while the other side will provide a link to the adjacent Performing Arts Center. The existing central plant was sized to accommodate the renovation and expansion of the auditorium mechanical systems. The entire auditorium and fly space will get a complete new roof and copingstones. Modifications will be made to the roof to reduce penetrations and accommodate a variety of antennae for City services.

The existing Auditorium is 9,000 SF at lobby and orchestra level; 3,900 SF for the existing balcony & restrooms, the stage is 2,700 SF with about 2,700 SF below stage. The existing annex basement is about 3,790 SF housing the central plant for the City Hall Plaza. The total completed annex basement, first and second levels will be about 23,000 SF. The total conditioned area of existing auditorium and new annex space will be about 45,000 SF for scope for the project.

1.2. Estimated Budget and Construction Time

- The City has established a construction budget of \$7,500,000.00.
- The estimated completion time for this project is 365 calendar days.

1.3. Project Architect

- Killis Almond, San Antonio, Texas
- Contact: (210) 532-3212 office

1.4. No Reply Form

If for any reason, you are not submitting a proposal, please complete the NO REPLY Form and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our vendor database.

1.5. Pre-Proposal Meeting

A **NON-MANDATORY** pre-proposal meeting will be held at City Hall, 72 West College Avenue, Room 202, San Angelo, Texas on **September 30, 2014, 1:30 PM. Local Time.**

Representatives of the Owner and Architect will be present to discuss the project. Offerors shall attend and participate in the conference. Owner's Representative will transmit to all prospective Offerors of record such Addenda as he considers necessary in response to questions arising at the conference.

1.6. Submission Deadline

Requests for Proposals (RFP) are being accepted by the City of San Angelo until **October 15, 2014, 2:00 P.M., Local Time**, after which time all qualified proposals will be opened and read aloud/. At the public opening, names of the offerors will be read aloud. Proposals received after the due date and time will be returned unopened.

Proposals will be received at the office of:

City of San Angelo
Purchasing Division
72 West College Avenue, Suite 330
San Angelo, Texas 76903

1.7. Proposal Documents

A complete set RFP of proposal documents are available for viewing in the Purchasing Department located at 72 West College, Suite 330, San Angelo, Texas 76903 and are available for downloading free of charge at www.cosatx.us. In addition, Proposers may purchase a complete set of the documents for **\$20.00** (non-refundable).

Complete sets of Proposal/Contract Documents must be used in preparing Proposals; the City assumes no responsibility for errors or misinterpretations resulting from the use of the published documents supplied by the City.

The City, in making the copies of the Proposal Documents available does so only for the purpose of obtaining Proposals on the work and does not confer a license or grant for any other use.

1.8. Digital Format

If Respondents obtained the bid specifications in digital format in order to prepare a proposal, ***the bid must be submitted in hard*** copy according to the instructions contained in this bid package. If, in its bid response, Respondents makes any changes whatsoever to the published bid specifications, the bid specification ***as published*** shall control. Furthermore, if an alteration of any kind to the bid specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

1.9. Restriction of Communication

A. Respondents should not communicate with: 1) elected City officials and their staff regarding the RFP or Proposals from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

1. Respondents may submit written questions concerning this RFP to the Staff Contact Person listed until **October 7, 2014, 12:00 PM, Local Time**. Questions received after the stated deadline will not be answered. It is suggested that all questions be sent by email to:

Roger Banks, Purchasing Division Manager
Email: sapurch@cosatx.us

Please ensure the RFP Number and Title is in the Subject Line.

Questions submitted and the City's responses will be posted in the form of an Addendum to the City's web site at www.sanangelotexas.us. Respondent is responsible for calling the City to determine if any addendums have been issued prior to their submittal.

2. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
3. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a copy of the scoring and scoring summary may submit a written request no later than seven (7) calendar days from the date letter was sent.

- B. The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process.
- C. City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

1.10. Interpretations and Addenda

All questions about the meaning or intent of the Contract Documents are to be directed to the City Purchasing Division in writing. Interpretations or clarification considered necessary by Owner's Representative and/or Architect in response to such questions will be issued by Addenda and posted on the City's website. Only questions answered by formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding. Questions received less than one week prior to opening of Proposals will not be answered

Addenda may also be issued to modify the Proposal/Contract Documents as deemed advisable by the City.

To properly qualify his Proposal, each Offeror shall, prior to submitting his Proposal, check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the Proposal Form or on a separate attachment to the Proposal. Proposals without such acknowledgment of all issued Addenda and letters of clarification may cause your Proposal to be considered non-responsive. Such Addenda and letters of clarification shall become a part of the executed contract and modify the contract documents accordingly.

2. DEFINITION OF TERMS

In order to simplify the language throughout this proposal, the following definitions and those defined in the Contract Documents shall apply:

Offeror - A contractor who submits a Proposal directly to the City.

Proposal/Contract Documents - the Advertisement, Instructions to Offerors, the Proposal, Special Provisions, Technical Specifications and the proposed Contract Documents (including all Addenda issued prior to the receipt of Proposals).

City Of San Angelo – Same as City.

City Council – The elected officials of the City of San Angelo, Texas given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

Contract – An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time during which repeated purchases are made of the commodity specified.

Contractor – The successful Offeror(s) of this CMAR Request for proposal.

City – The government of the City of San Angelo, Texas.

SAPAC - San Angelo Performing Arts Coalition, Partner with City in developing this project

Sub-Contractor – Any contractor hired by the Contractor or Supplier to furnish materials and services specified in this request for proposal.

Successful Offeror - the lowest, qualified, responsible and responsive Offeror to whom the City (based on the City's evaluation as hereinafter provided) makes an award.

Supplier – Same as Contractor.

3. INSURANCE AND INDEMNIFICATION REQUIREMENTS

Insurance and indemnification requirements applicable to this project are reflected in the City of San Angelo Standard CMAR Agreement. Please review the insurance and indemnification requirements listed with your insurance agent **prior** to submitting your proposal. The company selected must provide the indicated coverages within 30 days of the contacted being awarded by the City Council and prior to the start of any work.

3.1. Insurance Required of the Construction Manager

During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth herein. Such insurance shall be written for not less than the following limits as set forth below:

3.1.1. Certificates

The Construction Manager must provide the Owner with certificates of insurance prior to beginning work on the Project. Each certificate of insurance must include the Project name. The certificates are to be approved by Owner and Architect before work commences. The certificates of coverage must be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates must contain enough detail to allow the Owner to confirm that the following requirements have been fulfilled by the Owner's insurance coverage. Owner reserves the right to require complete, certified copies of insurance policies at any time. Construction Manager shall name the Owner and Architect as additional insureds on the Commercial General Liability, Commercial Automobile Liability, and Commercial Umbrella Liability policies and such insurance shall be primary to any other insurance. Approval of the certificates or policies by the Owner does not relieve the Construction Manager of its duty of indemnification.

If the coverage period shown on the current certificate of coverage ends during the duration of the Project, the Construction Manager shall, prior to the end of the coverage period, provide a new certificate of coverage showing extension of the coverage.

3.1.2. Required Limits

The required limits of insurance coverage may be satisfied by any combination of primary, excess, or umbrella liability insurance coverage, provided the primary policy complies with the requirements detailed below and the excess/umbrella policies are written on a "following form" basis. The Construction Manager may maintain reasonable deductibles, subject to approval by the Owner. The required limits of insurance do not establish a limit on the Construction Manager's liability.

3.1.3. Other Requirements

Each required insurance policy shall:

- Waive all rights of subrogation against the Owner for losses arising from Work performed by the Construction Manager for the Owner;
- Require the insured to immediately notify the Owner of any material change in the insurance coverage;
- Provide the Owner with 30 days notice of cancellation, non-renewal, or termination of insurance by return receipt mail (10 days as respects non-payment of premium);
- Be written by an insurer that is licensed to do business in Texas, classified by the Texas Department of Insurance as an "admitted" insurer, and maintains and A.M. Best rating of A/VII or better throughout the Project until the Owner has accepted the work;
- Be written on forms that have been filed and approved by the Texas Department of Insurance.
- Be primary insurance as respects Owner, its officers, elected officials, employees, agents and representatives. Any insurance maintained by Owner will be in excess of Construction Manager's insurance and will not contribute to it;

- Apply separate to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability;
- Be maintained from the time Work commences until services are completed and accepted by Owner; and,
- Must not contain any special limitations on the scope of coverage provided to the Owner, its officers, elected officials, employees, agents and representatives.

3.2. Subcontractors and Trade Contractors

The Construction Manager shall include all contractors, subcontractors and trade contractors as insureds under its policies or furnish Owner separate certificates for each contractor, subcontractor and trade contractor. All coverage required of contractors, subcontractors and trade contractors shall be subject to all of the insurance requirements detailed above except each contractor, subcontractor and trade contractor's general aggregate limit on Commercial General Liability shall be not less than the amounts \$1,000,000.00. The requirements of the Commercial Umbrella coverage do not apply to the contractors, subcontractors and trade contractors.

3.3. State Mandated Workers' Compensation Insurance Requirements

3.3.1. Definitions

- A. Certificate of Coverage ("certificate") - A copy of a certificate of insurance or a certificate of authority to self-insure issued by the Texas Department of Insurance Division of Workers' Compensation (Workers' Compensation) showing statutory workers' compensation insurance coverage for the persons or entities' employees, executives, officers, partners and proprietors providing services on the Project, for the duration of the Project.
- B. Duration of the Project - Includes the time from the beginning of the Work on the Project until the Construction Manager's work on the Project has been completed and accepted by Owner.
- C. Persons providing services on the Project ("subcontractor" in 406.096 of the Texas Labor Code). Includes all persons or entities performing all or part of the services the Construction Manager had undertaken to perform on the subject, regardless of whether the person contracted directly with the Construction Manager and regardless that person has employees. This includes, without limitation, independent contractors, subcontractors, sub-contractors, motor carriers, Owner-operators, employees, executives, officers, partners and proprietors of any such entity, trade contractors, or employees of any entity which furnishes persons to provide services on the Project.
- D. Services - Include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to the Project.

3.3.2. Coverages

The Construction Manager shall provide workers' compensation insurance coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of the Texas Labor Code (401.011 (44)) for all employees of the Construction Manager providing services on the Project, for the duration of the Project.

The Construction Manager must provide a certificate of coverage to Owner prior to execution of this Agreement.

If the coverage period shown on the Construction Manager's current certificate of coverage ends during the duration of the Project, the Construction Manager must, prior to the end of the coverage period, file a new certificate of coverage with Owner showing that coverage has been extended.

The Construction Manager shall obtain from each person providing services on the Project, and provide to Owner:

- A. A certificate of coverage, prior to that person beginning Work on the Project, so Owner will have on file certificates of coverage showing coverage for all persons providing services on the project; and,
- B. No later than seven days after receipt by the Construction Manager, a new certificate showing extension of the coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

The Construction Manager shall retain all required certificates of coverage for the duration of the Project and for three years thereafter.

The Construction Manager shall notify Owner in writing by certified mail or personal delivery, within 10 days after the Construction Manager knew or should have known, of any change that materially affects the provision of the coverage of any person providing services on the Project.

The Construction Manager shall post on the Project site a notice, in the text, form and manner prescribed by the Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Construction Manager shall contractually require each person with whom it contracts to provide services on the Project, to:

1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of the Texas Labor Code [401.011 (44)] for all employees of the Contractors, Subcontractors and Trade Contractors providing services on the Project, for the duration of the Project;
2. Provide to the Construction Manager, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the Duration of the Project.
3. Provide the Construction Manager, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage, if the coverage period shown on the current certificate of coverage ends during the Duration of the Project.
4. Obtain from each other person with whom it contracts, and provide to the Owner:
 - (i) A certificate of coverage, prior to the other person beginning work on the project;
 - (ii) A new certificate of coverage showing extension of the coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (iii) Retain all required certificates of coverage on file for the duration of the Project and for three years thereafter;
 - (iv) Notify Owner in writing by certified mail or personal delivery, within 10 days after the Construction Manager knew or should have known, of any change that materially affects the provision of the coverage of any person providing services on the Project; and,
 - (v) Contractually require each person with whom it contracts to perform as required by clauses (i) - (iv) of this subparagraph, with certificates of coverage, to be provided to the person for whom they are providing services.
5. The Construction Manager's failure to comply with any of the provisions of Paragraph 8.1.5 is a breach of contract by the Construction Manager which entitles Owner to declare this Agreement void if the Construction Manager does not remedy the breach within ten (10) days after notice of breach from Owner.

3.4. Builders Risk Insurance

The Construction Manager shall purchase and maintain Builders Risk Insurance with limits that are at all times sufficient to cover the value of the exposure. The policy should be written to cover the interests of the Owner, the Construction Manager, subcontractors, trade contractors, and all subcontractors. Further, the policy shall:

- A. Stipulate that the insurer will not seek recovery, through subrogation or otherwise, against any insured (even if their negligence causes a covered loss), regardless of the extent of the insured's insurable interest.
- B. Be written on an "all-risk" basis, and shall provide coverage for fire, extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, sewer backup, seepage, hydrostatic testing, pneumatic testing, mechanical testing and normal settling.
- C. Apply to foundations, falsework, temporary buildings, and debris removal including demolition occasioned by enforcement of applicable legal requirements.
- D. Provide coverage for consequential damage ensuing from faulty workmanship, material, construction, or design (resulting damage only, not cost of making good the workmanship).
- E. Be maintained until the Owner has accepted the Project as completed or until no one other than the Owner has an insurable interest in the Project.
- F. Cover portions of property stored off-site (after written approval of the Owner) at the value established by the Owner and portions of the work in transit.

4. PERFORMANCE BOND AND PAYMENT BOND

Construction Manager shall furnish bonds in accordance with Chapter 2253 of the Texas Government Code. The Performance and Payment Bonds required by this Article may be in one or separate instruments in accordance with local law. Surety companies must be licensed to do business in the State of Texas. All Payment and Performance Bonds provided by Construction Manager or any subcontractor shall comply with the requirements of Article 7.19-1 of the Texas Insurance code. The amount of each bond provide by Construction Manager shall be equal to One Hundred Percent (100%) of the Guaranteed Maximum Price. The Construction Manager has provided or will provide a bid bond or other financial security acceptable to the Owner so that the required Performance and Payment bonds will be delivered when a Guaranteed Maximum Price is established through Amendment Number 1.

All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract and/or commencement of construction activities. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

All bonds shall be originals. The Construction Manager shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under this Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of the execution of this Agreement and/or commencement of construction activities. If at any time during the continuance of this Agreement the surety of the Construction Manager's bonds becomes insolvent, Owner shall have the right to require additional and sufficient sureties which the Construction Manager shall furnish to the satisfaction of the Owner within thirty (30) days after notice to do so. In default thereof, the Construction Manager may be suspended and all payment or money due to the Construction Manager withheld.

The Construction Manager shall deliver the required bonds to the Owner at least three days before the

commencement of any work at the project site.

5. GENERAL

In accordance with Local Government Code the City of San Angelo will select a Construction Manager at Risk for this project competitive sealed proposals. Pre-construction services during the design phase will include budgeting and cost estimating services. The architect for this project is the City Staff Architect, David Knapp

The selected Construction Manager will be expected to provide assistance to the Owner and the Architect with the selection of building systems, cost estimating, value engineering, and scheduling during the pre-construction phase so as to enable Owner to build the Project as described and depicted in the drawings and specifications, for an amount not to exceed Owners construction and project budgets, and to build the Project thereafter as a Construction Manager-at-Risk for a Guaranteed Maximum Price (GMP) that is less than or equal to Owner's construction budget.

5.1. Tentative Schedule of Important Dates

The tentative schedule for this Request for Proposal is as follows:

- Release RFP to Vendor..... September 2014
- NON-Mandatory Pre-Proposal Meeting September 30, 2014
- Deadline for Questions and Inquiries..... October 7, 2014
- Proposal Submission Deadline October 15, 2014
- Contract Evaluations/Negotiations..... November 2014
- Award Presentation to Council December 2014

5.2. Scope of Work

Provide Construction Manager at Risk services as defined in the Texas Local Government Code. Such services will include:

5.3. CMAR Services

5.3.1. Consultation

Regularly attend meeting(s) with the City of San Angelo, SAPAC and Architect prior to construction and consult with the City, SAPAC and the Architect regarding site use and improvements and selection of building materials, systems, and equipment. Prior to construction, make recommendations to the Architect and the City on:

- A. Construction feasibility
- B. Time requirements for procurement, installation and construction completion
- C. Construction costs including estimates of alternate designs or materials, preliminary budgets and possible economies.

5.3.2. Project Schedule

Prepare and periodically update a project schedule for the Architect's review and the City's approval. Obtain Architects approval for that portion of the schedule related to the performance of the Architect's services. Coordinate the schedule with the services and activities of the City, SAPAC and the Architect. Indicate activity sequences and durations, milestone dates for receipt and approval of pertinent information, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long lead time procurement, and proposed ate of Substantial Completion. If the project schedule updates indicate that previous schedules cannot be met, make appropriate recommendations to the City, SAPAC and the Architect.

5.3.3. Phased Construction Recommendations

Review plans and schedules for phased construction and make recommendations to the City, SAPAC and the Architect regarding the phased issuance of the Drawings and Specifications prepared by the Architect to facilitate phased constructions where such phasing is appropriate.

5.3.4. Cost Estimating

Prepare a preliminary cost estimate utilizing area, volume, or similar conceptual estimating techniques using schematic and preliminary documents prepared by the Architect. At the end of the Architect's Design Development Phase, prepare a detailed estimate with supporting data for review by the Architect and approval by the City and SAPAC. Update and refine this estimate when Construction Documents are fifty percent (50%) complete and again when Construction Documents are ninety percent (90%) complete unless a GMP has been established.

5.3.5. Procurement Planning

Recommend to the City, SAPAC and the Architect a schedule for procurement of long lead-time items which will constitute part of the Work as required to meet the Project schedule.

5.4. Pricing Services

5.4.1. Guaranteed Maximum Price (GMP)

When the Drawing and Specifications are sufficiently complete, propose a Guaranteed Maximum Price (GMP – the sum of the Construction Manager at Risk fee, contractor General Conditions for the duration of the project and the Cost of the Work), a written basis on which the GMP is based (including a list of Drawings and Specifications, assumptions and clarifications, and allowances), and a Construction Schedule (including date for issuing proposals from trade contractors and subcontractors, date to submit cost of the Work to the City, date for Notice to Proceed, and date for Substantial Completion). Include in the GMP costs for any portion of the work for which trade contracts or subcontracts have already been executed including those for phased work or procurement of long lead time items. Meet with the City, SAPAC and the Architect to review the GMP and make adjustments for any inaccuracy or inconsistency that may be discovered by the City, SAPAC or the Architect.

Once the GMP has been accepted by the City and SAPAC, the Construction Manager at Risk guarantees that the actual sum of the Construction Manager at Risk fee and the Cost of the Work will not exceed the GMP, subject to additions in the Contract Documents or owner directed changes/Change Orders. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager at Risk without reimbursement from the City. If costs are below the GMP, the savings will be returned to the City.

5.5. Competitive Bidding

A construction manager-at-risk shall publicly advertise in the San Angelo Standard-Times Newspaper and receive proposals from trade contractors or subcontractors for performance of all major elements of the Work other than the minor work as defined by the Texas Local Government Code) and as required by the Drawings and Specifications prepared by the Architect.

A construction manager-at-risk shall receive bids or proposals 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.

5.5.1. Notice Requirements

All advertising should be approved by the owner prior to publication.

Advertising must indicate the time and place at which the bids will be received at least once a week for two consecutive weeks in the San Angelo Standard-Times newspaper. Other publications and plan rooms may be used in addition to the San Angelo Standard Times.

The date of the first publication must be at least 14 calendar days before the date set to receive bids.

5.5.2. Review of Bids Or Proposals

All bids shall be opened in the presence of a City Representative.

The construction manager-at-risk shall review all trade contractor or subcontractor bids or proposals 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 governmental entity. All bids or proposals shall be made available to the governmental entity on request and to the public after the later of the award of the contract or the seventh day after the date of final selection of bids or proposals.

If the construction manager-at-risk reviews, evaluates, and recommends to the governmental entity a bid or proposal from a trade contractor or subcontractor but the governmental entity requires another bid or proposal to be accepted, the governmental entity 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 incurs because of the governmental entity's requirement that another bid or proposal be accepted.

A construction manager-at-risk may seek to perform major portions of the work itself, not included in Project General Conditions, if:

- (1) 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
- (2) the City determines that the construction manager-at-risk's bid or proposal provides the best value for the governmental entity.

6. CONSTRUCTION SERVICES

6.1. Project Management

Following approval from the City of trade contracts and subcontracts, and upon receiving a Notice to Proceed with Construction from the City, the Construction Manager at Risk will administer, manage and supervise the construction of the Work, providing a complete project conforming to the Drawings and Specifications prepared by the Architect. Project management will also include:

- A. Prepare a detailed construction schedule and update this schedule at regular intervals.
- B. Schedule periodic meetings with the City, Architect and appropriate consultants, trade contractors and subcontractors to review the status of the Work.
- C. Review shop drawings, samples and project data in accordance with contract requirements.
- D. Provide periodic written reports to the City and Architect on the progress of the entire Work. Maintain a daily log containing a record of weather, trade contractors and subcontractors working on the site, number of workers, Work accomplished, problems encountered, and other similar relevant data as the City may reasonably require. Make this log available to the City and the Architect.
- E. Develop a system for cost control for the Work including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. Identify variances between actual and estimated costs and report the variances to the City and the Architect.

6.2. Selection of Trade Contractors and Subcontractors

6.2.1. Trade Contractors and Subcontractors Bidding

The CMAR shall publicly advertise and solicit either competitive bids or competitive sealed proposals 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 Project General Conditions. A CMAR may seek to perform portions of the work itself if the CMAR 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 City determines that the CMAR's bid proposal provides the best value for the City.

6.2.2. Receipt of Bid or Proposals

The CMAR and the City shall jointly open all trade contractor or subcontractor bids or proposals in the City Purchasing office (or other mutually agreed upon location) and in a manner that does not disclose the contents of the bid or proposal during the selection process. The City will document the basis of its selection and make evaluations public not later than the 7th day after the contract is awarded, as required by law.

6.2.3. Acceptance of Recommendations for Trade Contractors and Subcontractors

If the CMAR reviews, evaluates and recommends to the City a bid or proposal from a trade contractor or subcontractor, but the City requires a bid or proposal from another trade contractor or subcontractor to be accepted, then, pursuant to the terms of the Contract, the City shall compensate the CMAR by a change in contract sum, contract time or guaranteed maximum price for any additional cost and risk, which has been demonstrated to the City's satisfaction and as required by the Contract, that the CMAR may incur because of the City's requirement that another trade contractor or subcontractor bid or proposal be accepted.

7. QUALIFICATIONS OF OFFERORS

To demonstrate qualifications to perform the Work, each Offeror must submit all required documentation at the City's request, including, but not limited to financial data, previous experience, present commitments and other such data as may be called for in this request for proposal. Each Proposal must contain evidence of the Offeror's qualifications to do business in the State of Texas or covenant to obtain such qualification prior to award of the contract.

The Offeror must have CMAR and/or General Contractor experience in these areas: Assembly Building Construction, Theater Construction (New / Renovation), Historic Preservation / Renovation of Historic Structures

In determining an Offeror's qualifications, the factors set forth in the section entitled, "Evaluations Process", will be considered.

Each Offeror may be required to show that he has properly completed similar type work and that no claims are now pending against such work. No Proposal will be accepted from any offeror who is engaged in any work that would impair his ability to fully execute, perform or finance this work.

8. PREPARATION OF COMPETITIVE SEALED PROPOSAL

All forms and requested information must be filled out and submitted with the Proposal for consideration. Failure to include completed information as requested may result in the rejection of the Proposal. To assist in the evaluation process, please tab each of the proposals in the following order:

- A. Table of Contents
- B. Letter of Introduction on firms letterhead
- C. General Conditions Detail
- D. Experience & Qualifications
- E. Current Work Schedule/Record
- F. Key Personnel
- G. References
- H. Local Experience/References
- I. Financial Resources
- J. Litigation, Claims, Reputation & Compliance
- K. Quality Control Program

- L. Preliminary Cost Reduction Suggestions
- M. Conflict of Interest Form
- N. Certificate of Suspension/Debarment
- O. Receipt Of Addenda
- P. Contractor Proposal
- Q. Certification of Proposal

If the Form(s) do not provide sufficient space to respond to a question, the Offeror should attach additional sheets as necessary, referencing the page and question numbers to which the response pertains.

A Proposal showing omissions, alterations, conditions, exceptions or other qualifiers which modify the Proposal Form(s) may be rejected as irregular.

If the Offeror chooses to issue a "No Response" to a question on the Proposal, an explanation of this action is required. Failure to do so may be viewed by the City as an incomplete response and may subject the entire Proposal to rejection.

9. GENERAL PROVISIONS

- A. This Request of Competitive Sealed Proposal as advertised will be considered an inclusion of the specifications and conditions.
- B. The term "Owner" as used throughout these documents will mean The City of San Angelo, Texas.
- C. Proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. However, mistakes may be crossed out, corrections inserted adjacent thereto and initiated in ink by the person signing the proposal.
- D. Formal advertised proposals indicate date and time by which the proposals must be received in the Purchasing division. Proposals received after that time will be returned unopened to the Offeror.
- E. The Offeror will note any exceptions to the conditions of this request for proposal. If no exceptions are stated, it will be understood that all general and specific conditions will be complied with, without exception.
- F. Offerors may request withdrawal of a posted sealed proposal prior to the scheduled opening time, provided the request for withdrawal is submitted to the Purchasing Division in writing. Owner reserves the right to reject any and all proposals by reason of this request.
- G. In the event there are inconsistencies between the general provisions and other terms or conditions contained herein, the former will take precedence.
- H. If it becomes necessary to revise any part of this request for proposal, a written addendum will be provided to all offerors. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification of change is provided to offerors in written addendum form from the Purchasing Division.
- I. All proposals will be awarded to the offeror that offers the best value for the City based on the published selection criteria contained herein.
- J. Offerors may be disqualified and rejection of proposals may be recommended to the Owner for any (but not limited to) of the following causes: 1) Failure to use the proposal form furnished by the Owner; 2) Lack of signature by an authorized representative on the proposal form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among proposers; 5) Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); 6) Unauthorized alteration of form provided; 7) Lack of appropriate qualifications and experience relative to the size and scope of the work proposed; 8) Unsatisfactory performance; or 9) Failure to complete projects. Owner reserved the right to waive any minor informality or irregularity.
- K. Whenever in this invitation, any particular materials, process and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacture, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired and will be deemed

to be followed by the words "or equal."

- L. Samples of items shall be furnished, if requested by the Owner, without charge, and if not destroyed, shall be returned upon request at the offeror's expense.
- M. It is agreed that the successful offeror will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.
- N. Contractor must provide audited financial statements to the City.
- O. Prices should be itemized. Unit prices shall be set to no more than four (4) decimal places. The Owner reserves the right to award by item or by total bid. If there are discrepancies between unit prices and extension, the unit price will prevail.
- P. When an original and copies are required, if there are discrepancies between the original proposal and copies, the original proposal will prevail.
- Q. No freight or delivery charges will be accepted unless shown on proposal.
- R. Discounts for prompt payment offered may be taken into consideration during evaluation of proposals. Terms of payment offered will be reflected in the space provided on the proposal form. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.
- S. Owner is exempt from State Retail Tax and Federal Excise Tax. The price proposed must be net, exclusive of taxes.
- T. All offerors will comply with all Federal, State, and local laws relative to conducting business in the City of San Angelo. The laws of the State of Texas will govern as to the interpretation, validity, and effect of this proposal, its award and any contract entered into.
- U. The successful offeror agrees by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to offeror's performance under this contract.
- V. Advanced disclosures of any information to any particular offeror which gives that particular offeror any advantage over any other interested offeror in advance of the opening of proposal, whether in response to advertising or an informal request for proposal, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular solicitation or request.
- W. Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.
- X. If unable to submit a proposal, please sign and return this form by return mail, advising reason for not submitting.

10. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

10.1. Offeror Responsibility

It is the responsibility of each Offeror before submitting a Proposal, to:

- A. examine the RFP Documents thoroughly, including the insurance and security, performance and payment bonding requirements.
- B. visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work,
- C. consider federal, state and local Laws and Regulations that may affect cost, progress, performance

or furnishing of the Work,

- D. study and carefully correlate Offeror's observations with the Contract Documents, and
- E. notify Owner's Representative of all conflicts, errors or discrepancies in the Contract Documents,
- F. visit with local utilities, including cable companies, and other entities that may have underground or above-ground infrastructure in the work area for infrastructure location, and
- G. review the work necessary to be performed so as to coordinate the river rehabilitation and park construction with all applicable entities.

10.2. Explorations

Before submitting a Proposal each Offeror will be responsible to make or obtain such explorations, at Offerors expense and not to be added into cost of Proposal if accepted (tests and data concerning physical conditions - surface, subsurface and underground facilities - at or contiguous to the site, or otherwise) which may affect cost, progress, performance or furnishing of the Work and which Offeror deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

On request in advance, Owner will provide each Offeror access to the site to conduct such explorations and tests as each Offeror deems necessary for submission of a Proposal. Offeror shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.

10.3. Land, Rights-Of-Way and Easements

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work will be identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or disposal of spoil are to be provided by Contractor. Contractor is responsible for obtaining all permits required for any of the before mentioned purposes prior to beginning work

10.4. Representation by Offeror

The submission of a Proposal will constitute an incontrovertible representation by Offeror that Offeror has complied with every requirement of this section, that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. No pleas of ignorance of conditions that may be encountered in their execution of the Work under this contract, that is a result of failure to make the necessary examinations and investigations herein above indicated, will be accepted as an excuse for the failure or omission on the part of the Contractor to fulfill in every detail all the requirements of the Contract Documents. In no event shall a claim for extra compensation or for an extension of time be allowed for failure to thoroughly examine all requirements of Contract Documents.

11. PROPOSAL SECURITY

Offerors **must** submit with their Proposal, a Bid Bond, Cashier's Check or a Certified Check in the amount of five (5%) percent of the estimated Project cost payable without recourse to the City of San Angelo, Texas, or a bid bond in the same amount from a surety company holding permit from the State of Texas to act as a surety, as a guarantee that Offeror will enter into a contract and execute bond and guarantee forms within fifteen (15) days after notice of award of contract. Proposals without checks, as stated above, or acceptable bid bond may not be considered.

Bid Security shall be in effect from the opening of the Proposal and will be retained until an Offeror has executed the Construction Agreement and furnished the required contract security or more than ninety (90) calendar days from the date of opening of the Proposal have lapsed. All Proposals are irrevocable and cannot be withdrawn for ninety (90) day calendars following the date scheduled for the opening of the Proposals.

The Bid Security of the Successful Offeror will be retained until such Offeror has executed the Construction Agreement and furnished the required contract securities, whereupon the Bid Security will be returned. If the Successful Offeror fails to execute and deliver the Construction Agreement and furnish the required contract security within fifteen (15) days after the Notice of Award, Owner may annul the Notice of Award and the Bid Security of that Offeror will be forfeited. The Bid Security of other Offerors whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until 5 days after the Construction Agreement is executed whereupon Bid Security furnished by such Offerors will be returned. Bid Security with Proposals which are not competitive will be returned.

12. LIQUIDATED DAMAGES

TIME IS OF THE ESSENCE IN THIS CONTRACT. Failure to meet Substantial or Final Completion dates will result in damages to the city in an amount of \$1,500.00 per day.

It will be necessary for the Successful Offeror to satisfy the City of Offeror's ability to achieve Substantial Completion and Final Completion within the times designated in the Special Provisions.

13. SUBSTITUTE OR "OR EQUAL" ITEMS

The materials and equipment described in the Proposal/Contract Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Offeror and has been received by Owner's Representative at least seventy-two (72) hours prior to the date for receipt of Proposals or until after the contract for the work has been signed. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Offeror. The Owner's Representative's decision of approval or disapproval of a proposed substitution shall be final. If Owner's Representative approves any proposed substitution before the date for receipt of Proposals, such approval will be set forth in an Addendum issued to all prospective Offerors. Offerors shall not rely upon approvals made in any other manner. Any substitutions submitted after award of the Project shall be made in accordance with the requirements of the Construction Agreement.

14. PROPOSAL FORM

All blanks on the Proposal Forms must be completed in ink or by typewriter. Unfilled blanks may result in the Proposal being disqualified.

Proposals by corporations must be executed in the corporate name by the corporate officer authorized to sign for the corporation, accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and accompanied by evidence of authority to sign. The fiscal address of the partnership must be shown below the signature.

All names must be typed or printed below the signature.

The Proposal shall contain an acknowledgment of receipt of all Addenda. The numbers and dates of which must be filled in on the Proposal Form or on a separate attachment to the Proposal.

The address and telephone number(s) for communication regarding the Proposal must be shown.

All of the data on the FORM(S) must be completely filled in.

15. SUBMISSION OF PROPOSALS

- A. All required documents and form(s) shall be submitted by the time and place indicated.
- B. No electronic submissions will be accepted.
- C. Each Offeror should, prior to submitting his Proposal check the receipt of all Addenda or letters of clarification issued and acknowledge such receipt on the outside of the envelope containing his Proposal. This information is posted on the City's website as they are issued.
- D. **One (1) unbound original and five (5) bound copies shall be included.** The *original* proposal must be submitted in a 3-ring binder separated by and tabbed by section. The tabs should identify the sections by name rather than simply a number or letter.
- E. One copy of proposal in PDF format on USB Flash Drive or CD
- F. It shall be enclosed in an opaque sealed envelope/container, marked with the project title, name and address of the Offeror.
- G. The Proposal shall be accompanied by the Bid Security and other required documents.
- H. If the Proposal is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face of it.

16. REIMBURSEMENTS

There is no express or implied obligation for the City of San Angelo to reimburse Offerors for any expenses incurred in preparing Proposals in response to this Request for Proposal and the City of San Angelo will not reimburse responding Offerors for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

17. MODIFICATION AND WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by an appropriate document prior to the opening of Proposals. Proposals may not be withdrawn for 90 days following the proposal opening date.

18. OPENING OF PROPOSALS

Properly prepared Proposals will be opened publicly and read aloud. A summary of the amounts of the base Proposal Price and major alternates (if any) will be made available and read aloud to Offerors after the opening of Proposals. All other information contained in the Proposals will not be disclosed until after the award of the contract. A tabulation of the Proposal Prices which are read will be available upon request as soon as it has been assembled and verified.

Proposals received after the specified time of the opening will be rejected.

19. PUBLIC INFORMATION AND NOTICE OF CONFIDENTIALITY

The City considers all Proposal information, documentation and supporting materials submitted in response to this Request for Proposal to be non-confidential and/or non-proprietary in nature, and therefore, shall be subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Sec. 552.001, et seq.) after the award of the contract.

Except for trade secrets and confidential information which the Offeror identifies as proprietary, all Proposals will be open for public inspection after the contract award.

20. OWNERSHIP OF THE COMPETITIVE SEALED PROPOSAL

Submitted Proposals, documentation and supporting materials shall become the property of the City of San Angelo.

21. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All Proposals will remain subject to acceptance, for 90 days after the date of the opening, but Owner may, in its sole discretion, release any Proposal and return the Bid Security prior to that date. However, not later than forty-five (45) days after the opening of the proposals, the City shall evaluate and rank each proposal submitted in relation to the published selection criteria.

22. EVALUATION PROCESS

Proposals will be opened publicly only to identify the names of the Offerors. Other contents of the Proposals will not be disclosed prior to award or rejection by City Council.

Proposals will be evaluated by the City in consultation with the Architect. The Offeror understands and must agree that if a contract is awarded, it will be awarded to the Offeror submitting the best value to the City. The City is not bound to accept the lowest priced Proposal if that Proposal is judged not to be the best value for the City, as solely determined by the City. The weighted criteria for evaluation and selection of the successful Offeror for this award will be based upon the factors listed below:

- 25 Points.....Proposed fees and General Conditions
- 25 Points.....Contractor Experience & Qualifications
- 10 Points.....Contractor Current Work Schedule/Record
- 15 Points.....Contractor Key Personnel
- 10 Points.....Contractor References & Reputation
- 10 Points.....Past Reputation with City & Local Experience
- 05 Points.....Contractor Financial Resources

After opening the Proposals and within forty-five (45) days of the opening, the City will evaluate and rank each Proposal with respect to the published selection criteria described under this Section. After opening and ranking, an award may be made on the basis of the initially submitted Proposal, without discussion, clarification, or modification, or the Owner may discuss with the selected Offeror, cost adjustments and other elements of the Proposal. Other than the data read at the public opening, the City shall not disclose any information derived from the Proposals submitted by competing Offerors in conducting such discussions.

The Owner also reserves the right to request "Best and Final Offers following the Proposal Opening.

If the City determines that it is unable to reach a satisfactory agreement with the first ranked Offeror, the City will formally, and in writing, terminate discussions with that Offeror and proceed to the next Offeror in the order of the selection ranking until a contract can be negotiated or all Proposals are rejected.

23. AWARD OF CONTRACT

Owner reserves the right to reject any and all Proposals, to waive any and all informalities and irregularities and to negotiate contract terms with the Successful Offeror, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Proposals. Also, Owner reserves the right to reject the Proposal of any Offeror if Owner believes that it would not be in the best interest of the Project to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating Proposals, Owner will consider the qualifications of the Offerors, whether or not the Proposals comply with the prescribed requirements, time of construction, and such alternates, unit prices and other data, as

may be requested in the Proposal Form or prior to the Notice of Award.

Owner may consider the qualifications and experience of subcontractors, suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of subcontractors, suppliers, and other persons and organizations must be submitted as provided. Owner may also consider the operating costs, maintenance requirements, performance data and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Offerors, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

If the contract is to be awarded, it will be awarded to the Offeror whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project, taking into consideration the relative importance of price and other factors set forth in this Request for Proposal.

If the contract is to be awarded, Owner will give the Successful Offeror a Notice of Award within 90 days after the day of the Proposal opening, subject to mutually agreed extensions of this period.

24. PERFORMANCE AGREEMENT

This City's Construction Agreement and other applicable terms and conditions will upon completion of the selection process become a part of this document. A statement of willingness to utilize the City of San Angelo Construction Agreement and other applicable terms and conditions must be provided. Contractors who are not willing to sign the applicable agreement without modification need not submit.

25. SIGNING OF AGREEMENT & BONDS

The Successful Offeror shall execute a Performance Agreement, provide proof of all required insurance and provide all performance and payment bonds within 15 days of Council approval. All bonds are subject to approval by the City's Risk Manager.

26. OTHER PROVISIONS OF AGREEMENT

- A. MEASUREMENTS: All work not specifically set forth as a pay item in the Proposal shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the various unit prices listed in the Proposal.
- B. QUANTITIES: Where unit quantities are shown on each item of the Proposal, they shall be construed to represent approximate quantities of Work to be completed. Final quantities will be determined by measurement on the site of the completed Work. Work performed outside of specified limits will not be included in final measurement. Offerors are hereby notified that no incidental items of the Work will be paid for unless it is listed in the Proposal form as a pay item.

27. TRAFFIC CONTROL

The Contractor shall submit to the City Engineer a traffic control plan for each public right-of-way he enters prior to the pre-construction meeting. This plan shall be in conformance to the Texas Manual on Uniform Traffic Control Devices. Once reviewed, the plans will be returned to the Contractor with comments.

Approved Traffic Control Plans shall be in the possession of the contractor on site during all work within the designated right of way.

28. ATTACHMENTS

28.1. Documents

- A. City of San Angelo Standard CMAR Agreement
- B. City of San Angelo Standard Construction Terms and Conditions
- C. Applicable Labor and Benefit Rates
- D. Proposal Submission Forms

28.2. Drawings

- A. A-5 Sections
- B. Annex-Binder
- C. Auditorium Binder
- D. East Elevation
- E. North-South Elevation and Details
- F. West Elevation

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