



**REQUEST FOR PROPOSALS
(RFP)**

RFP NO. 2023-09

**CONSTRUCTION MANAGER AT
RISK**

**Proposal Due Date:
Monday, November 27, 2023, at 2:00 p.m. CST**

**CITY OF ANGLETON, TEXAS
121 S. VELASCO
ANGLETON, TEXAS 77515
Phone: 979-849-4364**

**CITY OF ANGLETON
REQUEST FOR PROPOSALS
RFP NO. 2023-09 CONSTRUCTION MANAGER AT RISK**

GENERAL INFORMATION

The City of Angleton seeks proposals from interested firms for the selection of a Construction Manager-at-Risk to provide the preconstruction and construction services for the new King Municipal Operations Center for the City of Angleton. This RFP is the first and only step of the process for selecting a CMAR, as provided by the Texas Government Code Section 2269.253. The RFP provides the information necessary to prepare and submit a proposal, including fees and general conditions. The City seeks proposals with qualifications in accordance with the terms, conditions, and instructions set forth in this document and its attachments, and the City will rank the Respondents in the order that provides the "best value" based on evaluation criteria set forth below.

PROJECT TIMELINE

Design: Shall be Completed by CMAR and the Architect **Brent Bowles, Integrated Architecture & Design**, at bbowles@iadarchitects.com, 107 West Way, Ste.16, Lake Jackson, Texas 77566.

Design TimeLine: Anticipated duration is approximately 28 weeks.

City Council Awards Contract 2-4 weeks after response deadline, on **Tuesday, December 12, 2023**.

CMAR/General Contractor to mobilize on site in 2-4 weeks.

Substantial Completion: Approximately 52 weeks

Final Completion: Approximately 4 weeks after Substantial Completion

BUDGET

The anticipated Construction Cost Limitation of Estimated Three Million Nine Hundred Thousand Dollars to Four Million Five Hundred Thousand Dollars.

DUE DATE AND CONTACT

Proposals shall be delivered to:

**City Secretary's Office,
121 S. Velasco St.
Angleton, Texas 77515
RFP No. 2023- 09 Construction Manager at Risk
2:00 p.m., Monday, November 27, 2023**

The City is not responsible for the non-receipt of proposals sent by mail or courier. Any proposals received later than the time specified above, whether delivered in person or by mail, will not be accepted and shall be returned unopened. Respondents are cautioned to submit a complete response to all requirements. The City reserves the right to amend this RFP, waive any requirement, informality, or irregularity, and reject any and all proposals for any reason. No amendment or modification to this RFP or the resulting submissions will be considered bona fide unless such amendments or modifications are made in writing.

The form to be used for this project shall be the Request for Proposals document, which may be obtained from the City or the Architect, Integrated Architecture & Design. Request for Proposals documents will be mailed upon request; however, the City is not responsible for ensuring timely delivery of mailed Request for Proposal documents.

Receipt of responses does not bind the City to any contract for said services, nor does it guarantee that a contract for the project will be awarded.

The Architect can be contacted for additional assistance by emailing **Brent Bowles, Integrated Architecture & Design**, at bbowles@iadarchitects.com or mailing him at 107 West Way, Ste.16, Lake Jackson, Texas, 77566. All requestors will be added to a recipient list to receive any future correspondence and/or addenda related to this RFP.

PROJECT

A new single-story office and maintenance building of approximately 16,900 SF to serve the City of Angleton as the King Municipal Operations Center. Departments housed within this facility will include Public Works, Parks & Recreation, and other support areas. Project will also include site amenities, along with a covered maintenance structure and demolition of the existing building located on this site.

A site map is attached under Appendix I. Prior to submitting a response to the Request for Proposal, respondents shall examine the site of the work project to satisfy themselves as to the conditions that will be encountered relating to the character, quality, and quantity of the work to be performed and materials and equipment required. A respondent's filing of a response shall be considered evidence that it has complied with these requirements.

SCOPE OF SERVICES

The firms who participate in this RFP process are sometimes referred to as "Respondents," "Construction Manager," and "CMAR".

A qualified Construction Manager at Risk will be chosen to work alongside the City's contracted Architect in analyzing current proposed designs, providing value engineering suggestions, developing cost estimates, sub-contractor bidding/negotiations services,

and potentially as the General Contractor during the project's construction phase.

The Construction Manager at Risk will be expected to work closely with the Architect as the cost estimator, project scheduler, and proposer of phasing alternatives for the project upon completion of plans sufficient to estimate the project. The final contract negotiated with the Construction Manager at Risk will determine details related to a contractual guaranteed maximum price for the project. All cost estimation by the Construction Manager at Risk will include full Construction costs.

In addition, the following describes the anticipated services expected during design and construction:

- Provide Preconstruction Services as previously described.
- Meet with City Staff and the consultant team to understand the requirements and general parameters under which the project will be designed and constructed.
- Develop the Guaranteed Maximum Price (GPM) documentation.
- Establish budget by bid package for design components.
- Prepare, execute & manage contractor/sub-contractor bid or proposal packages.
- Conduct pre-bid meetings.
- Conduct preconstruction meetings with all subcontractors.
- Conduct award of contracts/purchase orders.
- Provide coordination and management of subcontractors.
- Conduct progress and coordination meetings with on-site trade foremen or superintendents.
- Conduct meetings with the City's representative and Architect to review construction progress, scheduling, conflict resolution, etc.
- Review and process all pay request applications by the subcontractors.
- Summarize monthly reports.
- Provide change order and contingency funds control.
- Establish and maintain a Quality Control and Quality Assurance program.
- Supervise, direct, and manage the complete construction of the project.
- Track construction costs and maintain detailed construction cost records.
- Review and process shop drawings and other submittals.
- Establish, monitor, and update a construction scheduling system to be updated every two weeks.
- Develop, manage, and monitor a comprehensive safety program for the project.
- Provide temporary job site facilities and services.
- Provide accounting functions.
- Provide job site security functions and control site access.
- Provide post-construction services, including implementation of close-out procedures.
- Provide value engineering.
- Maintain and provide as-built information to the Architect for the preparation of record drawings.
- Provide warranty walk-through to occur one year after project completion.

SELECTION PROCESS

The City will select a Construction Manager at Risk for the project as provided by Texas Government Code Chapter 2269, Subchapter F in a one step process. The City invites the submittal of responses to this RFP from firms that can adequately demonstrate they have the resources, experience, and qualifications necessary to provide Construction Management at Risk services in connection with the project's design, preconstruction services, and construction. The following project narratives are to assist you in responding to this request for RFP.

The City will evaluate the submittals and select the highest-ranking submittal pursuant to the criteria outlined herein and the City shall select a proposal that offers the best value for the City according to the responses to this request. Should the City choose, they may interview up to the top three scoring candidates to assist in a selection. However, the City reserves the right to terminate its negotiations with the CMAR in writing if it appears to the City that the negotiations will not result in the execution of a contract. In such an event, the City will select the next highest-ranking CMaR and attempt to negotiate a contract with that CMAR, and so on and so forth, until the City has successfully negotiated an agreement with a selected CMAR.

After the City selects the highest-ranking Construction Manager at Risk, the City will attempt to negotiate a contract with the Manager for performing preconstruction services, including Constructability Reviews, Value Engineering Recommendations, and Estimating Services Fees, to review during the final phases of the design process and only to a point sufficient to establish a Guaranteed Maximum Price (GMP), within the parameters of the anticipated construction cost and budgeted amount as set out herein.

Following execution of the preconstruction services contract, the CMAR will receive a Schematic Design package set of drawings for their use in providing the following:

- (a) A review of constructability and estimated timeline based on critical path items.
- (b) A pricing review of all major items as established through qualified subcontractor preliminary pricing.
- (c) A list of potential or recommended value engineering options for the City's consideration.

Upon the City's approval of the Schematic Design package and associated construction cost estimates as offered by the CMAR, the CMAR will repeat the same process at the completion of the Design Development phase, and again at 50% Construction Document phase.

Following the City's direction on the submittals above, the Project Architect will revise documents to incorporate direction and issue a GMP set of drawings and specifications (95% Construction Documents). The CMAR will provide a Guaranteed Maximum Price (GMP) for the work. This GMP will be inclusive of Value Engineering and Estimating Services fees, General Conditions, Construction Manager's Fee, bonds, insurance, and other agreed-upon

costs, including the City's General Contingency Allowance. *If a fixed contract amount or guaranteed maximum price has not been determined at the time the contract is awarded the performance and payment bonds must be delivered to the City in an amount equal to the construction budget as specified in this RFP. The CMAR shall deliver the performance and bonds not later than the 10th day after the date the CMAR executes the contract unless the CMAR furnishes a bid bond or other financial security acceptable to the City to ensure the Construction Manager will furnish the required performance and payment bonds when the guaranteed maximum price is established.* Should the GMP fit within the budget allowed and established by the City and the City is satisfied with the Work of the CMAR, the CMAR contract will be continued through the general construction of the project.

The City will give prime consideration to the respondent with significant, current experience in developing, designing, and constructing buildings of similar size, scope, budget, and construction methods and techniques to the proposed King Municipal Operations Center. The City reserves the right to negotiate with one or more parties. It is not obligated to enter into any contract with any respondent on any terms or conditions. Consideration will be given to all qualified Respondents. The City will select the respondent that provides the best value to the City.

The City reserves the right to disqualify any submittal without cause. By submitting a response, respondents waive any rights to claim against the City, its employees, agents, and consultants related in any way to the submission of the proposal or the City's disqualification.

The successful respondent will enter into a Construction Manager at Risk Agreement ("Agreement") with the City as Owner, where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price and General Conditions for the Contract for Construction, respectively, as modified for this project. The City reserves the right not to contract with any respondent if it so chooses.

EVALUATION CRITERIA

The evaluation committee may include any or all of the following: City staff representatives, the Architect, and City Council members.

Per Chapter 2269, Subchapter F of the Texas Local Government Code, the City may consider the following in determining whom to award the contract for Construction Manager-At-Risk services. The selection process is heavily weighted on essential issues critical to the project's success. In determining the best value to the City, the information requested in the submittal requirements above can and will be evaluated along with any other essential key issues as determined by the City.

The following weighted criteria will be considered in selecting the Construction Manager at Risk:

- A. FIRM FINANCIAL CAPABILITY - (10% of scoring)

- B. QUALIFICATIONS OF PROJECT TEAM – (30% of scoring)
- C. ABILITY TO ESTABLISH BUDGETS AND CONTROL COSTS – (15% of scoring)
- D. RELEVANT EXPERIENCE AS A CMAR- (30% of scoring)
- E. SAFETY RECORDS – (5% of scoring)
- F. REFERENCES - (5% of scoring)
- G. RELEVANT EXPERIENCE IN ANGLETON - (5% of scoring)

PROPOSAL REQUIREMENTS

Interested candidates should provide the following information. Please include an outside cover page or first page containing the project's name. A table of contents should be next, followed by dividers separating each of the following sections:

A. DIVIDER #1: LETTER

1. The first page shall be a letter transmitting the Proposal to the City and stating interest in the project. At least one copy of the transmittal letter shall contain the original signature of a Partner, Principal, or Officer of the Respondent.

B. DIVIDER #2: COST AND DELIVERY PROPOSAL AS OUTLINED IN EXHIBIT "A"

C. DIVIDER #3: FIRM INFORMATION

1. Name of firm
2. Address of Principal Office
3. Phone/Fax
4. Form of Business Organization (Corporation, Partnership, Individual, etc.)
5. Year founded.
6. Size of Firm
7. Primary individual to contact.
8. Email of primary individual to contact.
9. List of office locations if applicable.
10. List of firm's organization structure.

D. DIVIDER #4: GENERAL COMPANY HISTORY

1. How many years has your organization been in business in its current capacity?
2. How many years has your organization been in business under its present name?
3. Under what other or former name(s) has your organization operated?
4. If your organization is a corporation, please provide the date and State of incorporation, list all corporation officers, and confirm that it is in good standing.

5. If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and name of the managing partner(s).
6. If your organization is individually owned, answer the following: Date of organization, name of owner.
7. If the form of your organization is other than those listed above, describe it and name the principals.
8. A one-page resume of the individual who will be the project manager and the site superintendent should the project proceed to construction.

E. DIVIDER#5: LICENSING

1. List jurisdiction and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers if applicable.
2. List jurisdictions in which your organization's partnership or trade name or business entity is filed.

F. DIVIDER #6: RELEVANT EXPERIENCE

1. List the categories of work that your organization typically performs with its own forces on projects of this type.
2. Provide an organizational chart that explains the proposed team members.
3. List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors typically perform.
4. Claims and suits (if the answer to any of the questions below is yes, please attach details).
5. Has your organization ever failed to complete any work awarded to it by a Texas municipality?
6. Are any judgments, claims, arbitration proceedings, or suits filed or outstanding against your organization or its officers for the last 5 years by a Texas municipality?
7. Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last 5 years against a Texas municipality?
8. Similar work over the last 5 years of a value of over \$1 million in construction value:
 - a. List up to three projects (particularly municipal work of similar nature) constructed by your firm. For each project, provide the name, site size in acres, location, cost, completion date, owner, architect/engineer, and method selection (i.e., Design Build, CMAR, CSP, Bid, Proposal, or other).
 - b. Please provide the following information:
 1. Project name and location.
 2. Brief project description including:
 - a. Type of construction (new, renovation, or expansion).
 - b. Size in GSF, scope and contract delivery method.
 - c. Color images (photographic or machine reproductions).

- d. Construction cost estimate determined by Respondent during pre-construction phase services.
 - e. Final construction cost.
 - f. Actual notice to proceed for pre-construction services.
 - g. Actual notice to proceed, substantial completion, and final completion dates for construction services.
 - h. Name of project manager (individual responsible to the owner for the overall success of the project).
 - i. Name of project superintendent (individual responsible for coordinating the day-to-day work).
 - j. Names of mechanical, plumbing and electrical subcontractors.
 - k. If any member of Respondent's Project Team was directly involved, his or her name and title on such Representative Project.
3. The owner's name, and the address, email address and telephone number of an individual employed with the owner that Owner can contact for references. Identify the length of Respondent's business relationship with the owner.
 4. The name and contact information (including email address and phone number) of the architect/engineer's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone number.
 5. References shall be considered relevant based on specific project participation and experience with the Respondent. Owner reserves the right to contact the listed references and any other references at any time during the RFP process. Your Qualifications should specifically acknowledge your approval for Owner to contact references.

G. DIVIDER #7: FINANCIAL INFORMATION

1. Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:
 - a. Current assets
 - b. Current liabilities
 - c. Capital accounts and retained earnings (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus, and retained earnings).
2. Name and address of firm preparing attached financial statement and date thereof.
3. Is the attached financial statement for the identical organization named under item 1? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary).
4. Will the organization whose attached financial statement act as a guarantor of the construction contract?
5. Provide name, address, and phone number for bank reference.

H. DIVIDER #8: EXPERIENCE AS A CONSTRUCTION MANAGER-AT-RISK

1. Describe how your firm will benefit from this project using Construction Manager at Risk.
2. Cost Estimates:
 - a. Provide an example of a proposed accounting method for a Construction Manager at Risk contract and a preconstruction and final GMP(FGMP) cost estimate on similar work. Attach a sample conceptual cost estimate prepared during the design phase of the project and a sample of the final cost estimate breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)
 - b. Describe your approach in verifying that the estimating strategy assures pricing is consistent with the market.
3. Fees:
 - a. Preconstruction phase service fee:

Describe your organization's ideology regarding the preconstruction phase fee (i.e., items and services to be included). DO NOT INCLUDE A DESCRIPTION OF YOUR ESTIMATED FEES IN THIS SECTION. ONLY INCLUDE A DESCRIPTION OF WHAT ITEMS AND SERVICES WILL BE INCLUDED IN THE FEE. Selected short-list respondents may be requested to submit additional information indicating fees.
 - b. Construction phase service fee:

Describe your organization's ideology regarding the construction phase fee, i.e., fixed fee, percentage fee, and particular items to be included and/or excluded from the fee. DO NOT INCLUDE A DESCRIPTION OF YOUR ESTIMATED FEES IN THIS SECTION; ONLY INCLUDE A DESCRIPTION OF WHAT ITEMS AND SERVICES WILL BE INCLUDED IN THE FEE AND HOW THAT FEE WILL BE CALCULATED (FIXED FEE VERSUS PERCENTAGE FEE). Selected short-list respondents may be requested to submit additional information indicating fees.
4. Savings:

Describe your organization's concept for the disposition of savings realized during construction. Is the full amount or a percentage thereof returned to the owner?
5. Contingencies:

Describe your organization's concept for cost contingencies during design? During construction? What is your organization's concept for the disposition of contingency funds after the completion of the project?
6. Cost Information:

Your firm would be required to make all cost information during design and construction available to the City and the City's Engineer/Architect. Describe how this information would be furnished and how the City and Architect would be assured that it is complete and accurate.

I. DIVIDER #9: SAFETY

1. Provide information as pertains to your firm's accident frequency rate and

modifier for the last five years. List any OSHA citations in the previous five years. List any deaths on your projects in the last five years. Ability to Manage Construction Safety Risks. Respondent's ability to manage construction safety risks will be evaluated based on Respondent's proven approach to eliminating construction accidents supported by Respondent's experience history. Identify Respondent's annual OSHA Recordable Incident Rates (RIR) for all work performed during the past three (3) calendar years.

J. KNOWLEDGE OF AND APPROACH TO BEST PRACTICES

1. Knowledge and approach to best practices will be evaluated based on Respondent's approach to Quality Assurance / Quality Control ("QA/QC"), including Respondent's experience in working with owners who have their own inspections team/program, as well as Respondent's philosophy and approach to various other areas of "industry best practice" and how Owner would benefit from Respondent's approach as compared with the approach of Respondent's competitors.
2. Describe your QA/QC program. Explain the methods used to ensure QA/QC during the Construction Phase of a project. Provide specific examples of how these techniques or procedures were used for any of the Representative Projects.
3. Describe your procedures for implementing "industry best practice" as defined by the Construction Industry Institute and similar organizations for:
 - a. Establishing and tracking project objectives;
 - b. Using project scope definition resources (*i.e.*, Project Definitions Rating Index ("PDRI")) in order to obtain complete and accurate design and construction documents from the architect/engineer;
 - c. Partnering;
 - d. Cost tracking;
 - e. Master milestone scheduling, look-ahead planning, and weekly work planning to ensure best productivity;
 - f. Change (order) management systems;
 - g. Building systems commissioning including coordination with the Owner's commissioning agent; and
 - h. Total quality management for each phase, including coordinating with the owner's project inspectors, testing, commissioning, training, close-out and warranty service.
3. Provide an example of a successful constructability program used to maintain project budgets without sacrificing quality.
4. Experience and approach to partnering with an A/E to coordinate and consolidate project as-built information in a BIM model for the owner's use in building life cycle management.
5. As a CMAR, describe your relationship with the local subcontracting community.
6. Provide any other details regarding special services, products, advantages or other benefits offered to the City by Respondent.

7. Describe what you believe are the unique operational skills and experiences that distinguish Respondent from its competitors.

K. DIVIDER #10: SCHEDULES

- a. Provide a sample of a schedule that will be used to control various project phases. Give a history of your ability to deliver projects on time for the past 2 years.
- b. Describe methods to keep projects on schedule and corrective action to overcome schedule deficiencies.

L. DIVIDER #11: REFERENCES

- a. For the projects listed above in F:8. Identify a primary and secondary representative of the owner and 1 representative of the architect/engineer. Provide complete contact information: name, company, title, address, phone, and email address of whom we could contact as references regarding your organization's services for Construction Manager at Risk. Ideally, some references should be for municipal/public projects of comparable scope and similar type from the past 5 years.

M. DIVIDER #12: EXPERIENCE ON THE SITE AND FOR THE CITY OF ANGLETON

- a. Provide a list of projects within the last 7 years completed by the firm within the City of Angleton (or its ETJ) and (if applicable) on the site itself.

ADDITIONAL INFORMATION

- A. All information True - By submitting a response, respondents represent and warrant to the City that all information provided in the response submitted 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 City for consideration in the selection process may be excluded.
- B. Interviews - After the initial evaluation of the statements of qualification, respondents will be notified 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 professionals who would be directly involved in the project. "Short-listed" respondents may be asked to make a presentation to the City Council. If a presentation to the Council is requested, it will be necessary that additional RFP response submittals be provided by the "short-listed" respondent.
- C. Inquiries - Questions relating to this RFP should be directed to Martha Eighme at meighme@angleton.tx.us with the City of Angleton and Brent Bowles at bbowles@iadarchitects.com with Integrated Architecture & Design. The last day for questions/clarifications from prospective respondents is **Wednesday**,

November 15, 2023, at 12:00 p.m. local time. Answers will be emailed as an addendum to all RFP holders. The addendum must be signed and included in the RFP response to be considered a responsive RFP.

- D. Cost of Responses - The City will not be responsible for the costs incurred by anyone in the submittal of responses.
- E. 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 City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.
- F. No Obligation - The City reserves the 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 City's best interest; or (6) cancel the entire process.
- G. Insurance - The Respondent shall have the appropriate liability insurance written by an insurer authorized to transact insurance in the State of Texas
- H. Acceptance - By submitting its qualifications in response to this RFP, respondent accepts the evaluation process as outlined herein and acknowledges and accepts that determination of the most qualified firm(s) offering the best value to the City may require subjective judgments by the City.
- I. Controlling Law - To the extent that any provision of this RFP is inconsistent with the requirements of Chapter 2269, Subchapter F of the Texas Government Code or other law, such inconsistent provision is automatically modified to comply with such law.

SUBMITTAL INSTRUCTIONS

Sealed submittals are required. Submittals must be delivered to the **City Secretary's Office**, at the address set forth below at or before **2:00 p.m. on Monday, November 27, 2023**. All submittals must be labeled on the outside with the respondent's name, the name of the **project, "RFP No. 2023-09 Construction Manager at Risk"**. Late submittals may not be considered.

One original and five (5) copies of the response and a flash drive are to be addressed to:

**City Secretary's Office
121 S. Velasco St.
Angleton, TX 77515**

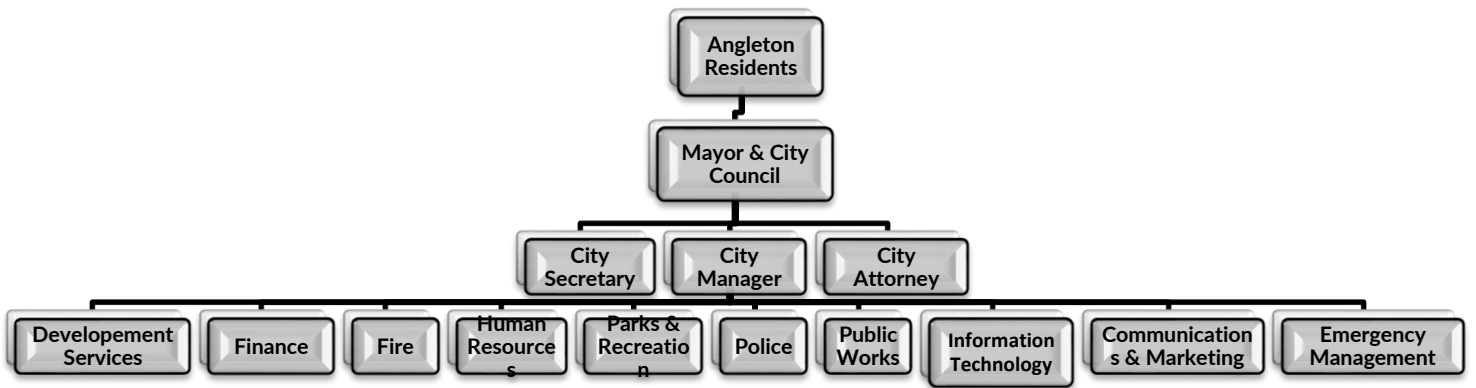
To enable the City to efficiently evaluate the responses, it is important that Respondents follow the required format in preparing their responses. Responses that do not conform to the prescribed format may not be evaluated. Each copy of the response shall be bound using a semi-permanent binding method to ensure that pages are not lost. Pages shall be no larger than letter size (8 ½" by 11"). Submit one original and five (5) copies plus one (1) electronic copy on a flash drive.

Appendices

- A. ORGANIZATIONAL CHART
 - B. LIST OF CITY OFFICIALS AND KEY PERSONNEL
 - C. CONFLICT OF INTEREST QUESTIONNAIRE AND
CERTIFICATE OF INTERESTED PARTIES
 - D. PROPOSER GUARANTEES
 - E. PROPOSER WARRANTIES
 - F. CITY'S INSURANCE REQUIREMENTS
 - G. TEXAS LEGISLATURE VERIFICATION FORMS
 - H. BASIC SAFEGUARDING OF SERVICE PROVIDER INFORMATION SYSTEMS
 - I. SITE MAP
- EXHIBIT A

APPENDIX A

ORGANIZATIONAL CHART



APPENDIX B

LIST OF CITY OFFICIALS AND KEY PERSONNEL

Elected Officials

| | |
|-------------------|---|
| John Wright | Mayor |
| Travis Townsend | Mayor Pro Tem - Council Member - Position 2 |
| Christiene Daniel | Council Member - Position 1 |
| Terry Roberts | Council Member - Position 3 |
| Cecil Booth | Council Member - Position 4 |
| Tanner A. Sartin | Council Member - Position 5 |

City Management

| | |
|------------------|--|
| Chris Whittaker | City Manager |
| Michelle Perez | City Secretary |
| Judith El Masri | City Attorney |
| Scott Myers | Fire Chief |
| Guadalupe Valdez | Police Chief |
| Phillip Conner | Director of Finance |
| Megan Mainer | Director of Parks & Recreation |
| Jason Crews | Director of Information Technology |
| Colleen Martin | Director of Human Resources |
| Otis Spriggs | Director of Development Services |
| Jeff Sifford | Director of Public Works |
| Martha Eighme | Director of Communications & Marketing |

The City Manager, City Secretary, and City Attorney report to City Council.

APPENDIX C

CONFLICT OF INTEREST QUESTIONNAIRE AND CERTIFICATE OF INTERESTED PARTIES

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | |
|--|---|--|--------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | OFFICE USE ONLY | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | | Must file online at www.ethics.state.tx.us/File | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | | | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. | | | |
| 4 | | Nature of Interest (check applicable) | |
| Name of Interested Party | City, State, Country (place of business) | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 5 Check only if there is <u>no</u> Interested Party. <input type="checkbox"/> | | | |
| 6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address is _____ (street), _____ (city), _____ (state), _____ (zip code), _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) | | | |
| _____ Signature of authorized agent of contracting business entity (Declarant) | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | |

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES:

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and, as it applies to contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

Interested party means: (1) a person who has a controlling interest in the business with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with the governmental entity or state agency, including a broker, adviser, attorney, or intermediary for the business entity.

Controlling interest means (1) ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

You must fill out this form electronically, Form 1295, on the Texas Ethics Commission website (www.ethics.state.tx.us/File), whether you have an interested party claim or not. Then, print, sign, and file with your proposal. **There are exemptions to electronic filing. Please read the information provided on the Texas Ethics Commission website.**

APPENDIX D

RESPONDENT/PROPOSER GUARANTEES

The respondent/proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section II, Nature of Services Required.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX E

RESPONDENT/PROPOSER WARRANTIES

- A. Respondent/Proposer warrants that it is willing and able to comply with State of Texas laws.

- B. Respondent/Proposer warrants that it has or is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees, or agents thereof.

- C. Respondent/Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the CITY OF ANGLETON, TEXAS.

- D. Respondent/Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX F

CITY'S INSURANCE REQUIREMENTS

Respondent/Contractor shall provide a certificate of insurance prior to the award of contract.

Contractor or contractor's insurance agent shall include response/proposal number and title of proposal on the certificate of insurance. The companies affording coverage and the producer of the certificate of insurance shall be licensed with the state board of insurance to do business in the state of Texas.

Respondent/Contractor shall procure and maintain at its sole cost and expense for the duration of the agreement, insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of the work hereunder by contractor, its agents, representatives, volunteers, employees or sub-consultants.

1. Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees, and agents. Any insurance or self-insurance maintained by the City, its officials, employees, or agents shall be considered in excess of contractor's insurance and shall not contribute to it. Further, contractor shall include all subconsultants, agents, and assigns as additional insureds under its policy or shall furnish separate certificates and endorsements for each such person or entity. All coverages for subconsultants and assigns shall be subject to all the requirements stated herein.

The following is a list of standard insurance policies along with their respective minimum coverage amounts required in this agreement:

1. Commercial General Liability
 - General Aggregate: \$2,000,000.
 - Products & Completed Operations Aggregate: \$1,000,000.
 - Personal & Advertising Injury: \$1,000,000.
 - Per Occurrence: \$500,000.
 - Fire Damage: \$50,000.
 - Coverage shall be broad form CGL.
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and acceptance.
 - Waiver of Subrogation required.
2. Business Automobile Policy
 - Combined Single Limits: \$1,000,000.
 - Coverage for "Any Auto".
 - Waiver of Subrogation required.
3. Errors and Omissions

- Limit: \$500,000 for this project.
 - For all architects, engineers, accountants, or design companies.
 - Claims-made form is acceptable.
4. Workers' Compensation
- Statutory Limits.
 - Employer's Liability: \$1,000,000.
 - Waiver of Subrogation required.
2. The following shall be applicable to all policies of insurance required herein.
1. Insurance carrier must have an A.M. Best Rating of A: VIII or better.
 2. Only insurance carriers licensed and admitted doing business in the State of Texas will be accepted.
 3. Liability policies must be on occurrence form.
 4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
 5. The City, its officers, agents, and employees are to be added as Additional Insureds to all liability policies except for errors and omissions coverage.
 6. Upon request and without cost to the City, certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City.
 7. Upon request and without cost to the City, loss runs (claims listing) of any and/or all insurance coverages shall be furnished to the City.
 8. All insurance required herein shall be secured and maintained in a company or companies satisfactory to the City and shall be carried in the name of Contractor. Contractor shall provide copies of insurance certificates required hereunder to the City on or before the effective date of the agreement resulting from this RFP.

APPENDIX G

TEXAS LEGISLATURE VERIFICATION FORMS

Instructions for the Following Verification Forms:

- STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION
- STATE OF TEXAS – SENATE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION
- STATE OF TEXAS – SENATE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION

The City of Angleton, Texas, as a governmental entity, is required to include in its contracts a written verification from the company that the company does not boycott Israel, Fossil Fuel Industries, or Firearm and Ammunition industries. The verification language is required if the contract with the City of Angleton, Texas, has a value of \$100,000 or more and the company has ten (10) or more full-time employees.

If the contract will or is anticipated to have a value of \$100,000 or more, and the company has 10 or more full-time employees, the company is required to complete and submit all three Verification Forms. Please ignore the "Alternative Certification" at the bottom of this page and complete and submit the Verification Forms if the company is required to complete and submit all three Verification Forms.

Alternatively, if the contract does not have a value of \$100,000 or more or the company has 9 or fewer full-time employees, you may complete and submit the below certification without completing the three Verification Forms.

Alternative Certification (if applicable)

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify that the HB 89, 85th Texas Legislature verification; SB 13, 87th Texas Legislature; and SB 19, 87th Texas Legislature verifications do not apply to this contract or the company, under the provisions of Section 2271.002(a), Texas Government Code; Section 2274.002(a), Texas Government Code; and Section 2274.002(a), Texas Government Code because of the following reasons:

- The company has 9 or fewer full-time employees; or
- The contract between the company and the City of Angleton, Texas will have a value of less than \$100,000.

(check all that apply.)

STATE OF TEXAS – HOUSE BILL 89, 85th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2271, Texas Government Code:**

- 1. Does not boycott Israel currently, and**
- 2. Will not boycott Israel during the term of the contract for goods or services.**

Pursuant to Section 2271.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and**
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.**

Date

Position/Title

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 13, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

- 1. Does not boycott energy companies currently, and**
- 2. Will not boycott energy companies during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

- 1. "Boycott Energy Companies" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:**
 - a. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or**
 - b. does business with a company described by Paragraph (a) above; and**
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.**

Date

Position/Title

Signature of Company Representative

STATE OF TEXAS – HOUSE BILL 19, 87th TEXAS LEGISLATURE VERIFICATION

I, _____, the undersigned representative of
(Person Name)

(Company or Business Name)

hereby referred to as company, being an adult over the age of eighteen (18) years of age, do hereby certify the above-named company, under the provisions of **Chapter 2274, Texas Government Code:**

1. **Does not have a practice, policy, guidance, or directive that discriminates against firearm entity or firearm trade associations currently; and**
2. **Will not discriminate against a firearm entity or firearm trade association during the term of the contract for goods or services.**

Pursuant to Section 2274.001, Texas Government Code:

1. **"Discriminate against a firearm entity or firearm trade association"**
 - a. **means, with respect to the entity or association, to:**
 - i. **refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;**
 - ii. **refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or, firearm trade association, or**
 - iii. **terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association, and**
 - b. **does not include:**
 - i. **the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories;**
 - ii. **a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and**
2. **"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.**

Date

Position/Title

Signature of Company Representative

APPENDIX H

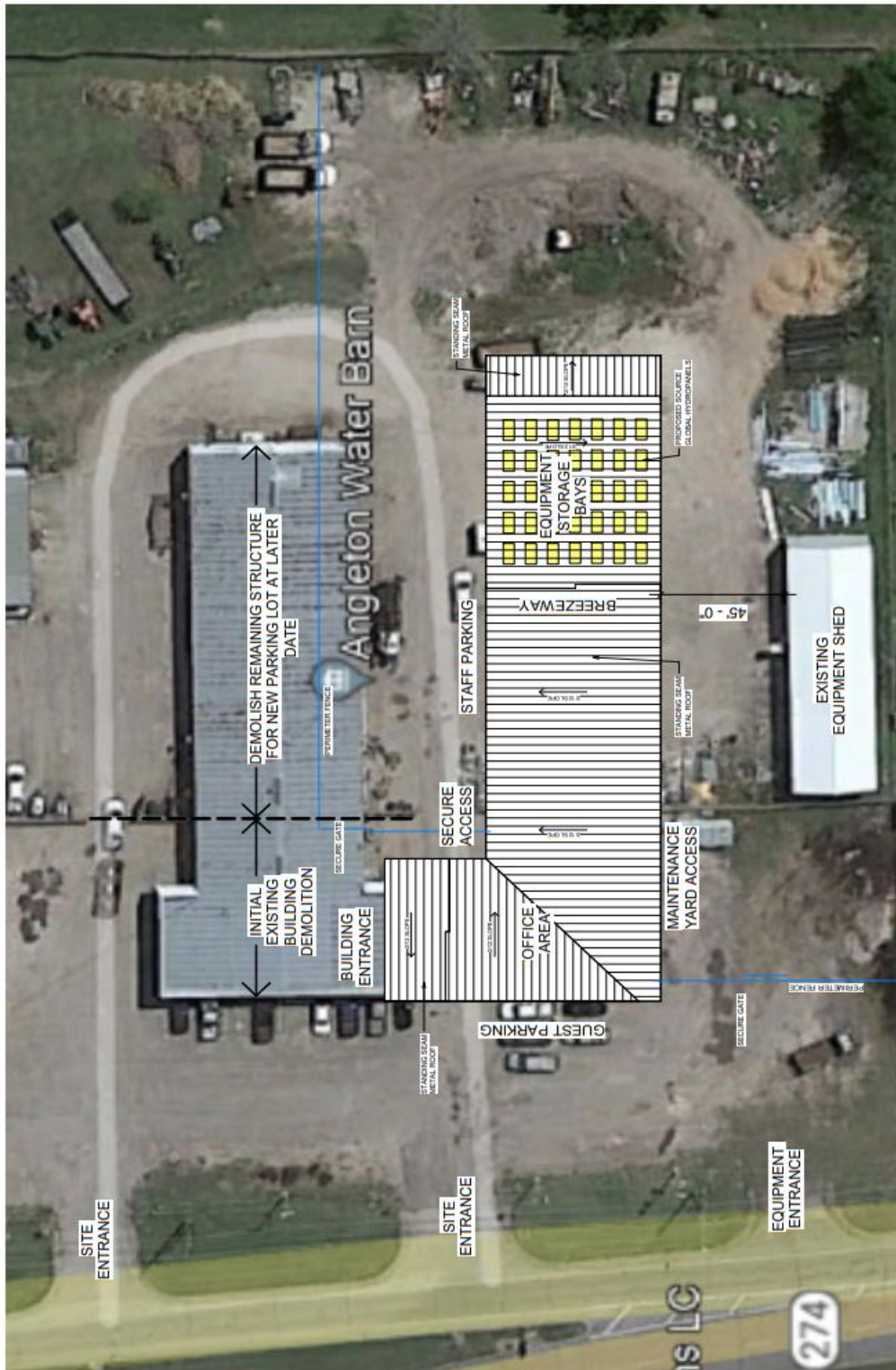
BASIC SAFEGUARDING OF SERVICE PROVIDER INFORMATION SYSTEMS

- A. The service provider shall apply basic safeguarding requirements and procedures to protect their information systems whenever the information systems store, process, or transmit any information not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent businessperson would employ," which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 CFR § 52.204-21(b) (2016).

- B. The service provider shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

APPENDIX I

E



King Municipal Operations Center - Angleton

PROPOSED SITE PLAN

1 PROPOSED SITE PLAN
1/8" = 1' = 0"

EXHIBIT A

THIS SECTION MUST BE COMPLETED AND RETURNED WITH RESPONDENT'S PROPOSAL.
FAILURE TO RETURN THIS SECTION WILL RESULT IN THE REJECTION OF YOUR PROPOSAL.

Proposal of:

(Company Name)

To: The City of Angleton, Texas

Ref.: King Municipal Operation Center

Having carefully examined all of the requirements of this RFP and any attachments thereto, the undersigned proposes to furnish CMAR services as required at the terms stated herein.

Pricing Schedule and Costing Methodologies

Include all fees and costs of the Contractor associated with the Preconstruction Phase and Construction Phase Services for this Project.

Identify fees and costs based upon the Scope of Work and Information provided by iAD Architects.

PART 1, PRECONSTRUCTION PHASE FEE

Contractor's fee for the Construction Contractor's Participation in the Preconstruction Phase (Includes All Design Phases) \$_____

PART 2, CONSTRUCTION PHASE FEE

A. For Construction Phase Services, based on the anticipated GMP established at the time of this Agreement, Owner shall pay Contractor a stipulated Construction Phase Fee amount of: ____%

Shared Savings (if selected to continue beyond Preconstruction Services): We propose that any savings to the GMP contract remaining at the end of construction be shared at the following rate:

_____ % to the Owner

_____ % to the CMaR

Addenda Acknowledgment

Receipt is hereby acknowledged of the following addenda to this RFP by entering yes or no in space provided and indicating date received. Enter "0" if none received.

No. 1 _____ Date_____

No. 2 _____ Date_____

No. 3 _____ Date_____

No. 4 _____ Date_____