



**Purchasing Division  
200 W. Willis Street  
Leander, TX 78641  
[www.leandertx.gov](http://www.leandertx.gov)**

Solicitation #S16-005

**REQUEST FOR PROPOSAL – ONE STEP PROCESS  
CONSTRUCTION MANAGER AT RISK  
PAT BRYSON MUNICIPAL BUILDING**

Responses Due: December 8, 2015



**REQUEST FOR PROPOSAL – ONE STEP PROCESS  
CONSTRUCTION MANAGER AT RISK**

**PAT BRYSON MUNICIPAL BUILDING**

**PART I**

**GENERAL**

1. **PURPOSE:** The City of Leander, herein after “City”, seeks to enter into an agreement with a qualified Individual, Firm or Corporation, herein “Respondent”, to provide Construction Management at Risk (CMR) services in connection with the design and renovation of the Pat Bryson Municipal Building, herein “Project”.

The intent of the Project is to design and renovate the Pat Bryson Municipal Building, a City-owned property located at 201 N. Brushy Street, Leander, Texas 78641. The Fire Station staff currently placed in the building will soon be relocated to a new station. The Pat Bryson Building will be redesigned for office space and conference room space for City staff. The size of the building is approximately 10,000 square feet. The City Council Chamber portion of the building will not be renovated.

The City seeks written proposals for CMR services pursuant to Chapter 2269, Subchapter F of the Texas Government Code to facilitate this project. The City intends to use a one-step selection process for this solicitation and award.

The architectural and engineering services have been contracted for through a separate solicitation. The Project Architect is Brown Reynolds Watford Architects (BRW) located at 2700 Earl Rudder Fwy, #4000, College Station, Texas 77845.

Successful respondent shall provide CMR services in collaboration with the City’s Project architect.

2. **PROJECT FUNDING:** A budget of \$2.2 million has been set for construction. This figure is inclusive of architectural and engineering fees.
3. **DEFINITIONS, TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City’s standard Definitions, Terms and Conditions, in effect at the time of release of the solicitation, shall govern but shall be superseded by those terms and conditions specifically provided for otherwise within this solicitation and in the construction agreement. The City’s Definitions, Terms and Conditions are herein made a part of this solicitation and can be found on the City’s website by visiting <http://www.leandertx.gov/rfps>.
  - 3.1. Any exception to or additional terms and conditions attached to the response will not be considered unless respondent specifically references them on the front of the Solicitation Document. **WARNING:** Exception to or additional terms and conditions may result in disqualification of the response.

4. **ATTACHMENTS:** Attachment A, B, C and D are herein made a part of this solicitation:
- 4.1. Attachment A: Photos of Pat Bryson Municipal Building and Conceptual Schematic
  - 4.2. Attachment B: Texas Workforce Commission Wage Rate Survey
  - 4.3. Attachment C: Cost Proposal Form
  - 4.4. Attachment D: CIQ Form
5. **CLARIFICATION:** For questions or clarifications of specifications, you may contact:

**Joy Simonton**  
**Purchasing Agent**  
**City of Leander**  
**Telephone: 512-528-2730**  
[jsimonton@leandertx.gov](mailto:jsimonton@leandertx.gov)

All questions regarding this solicitation shall be submitted in writing at or before 5:00 PM on the due date noted in Part II. A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Leander through the Purchasing Department.

6. **RESPONDENT REQUIREMENTS:** The opening of a solicitation shall not be construed as the City's acceptance of such as qualified and responsive.
- 6.1. Respondents shall be firms, corporations, individuals or partnerships normally engaged in providing CMR services.
  - 6.2. **Respondents shall have experience providing CMR services for municipal building renovation in the State of Texas.**
7. **BEST VALUE EVALUATION AND CRITERIA:** Respondents may be required to make an oral presentation to the selection team to further present their qualifications. These presentations will provide the Respondent the opportunity to clarify their proposal and ensure a mutual understanding of the services to be provided and the approach to be used.
- All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:

- Proposed fees;
- Reputation and experience of Respondent;
- Quality of the Respondent's services;
- Impact on the ability of the City to comply with Historically Underutilized Business (HUB) regulations;
- Respondent's safety record;
- Respondent's proposed personnel;
- Respondent's financial capability;
- Any additional criteria listed in the solicitation.

- 7.1. The City reserves the right to reject any or all responses, or delete any portion of the response, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City.
- 7.2. Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of additional City employees and agents who may qualify as local government officers. Click here [Chapter 176, Texas Local Government Code](#), to review this requirement.

7.2.1. The Local Government Officers that may be involved in the selection and recommendation of this award are:

Christopher Fielder, Mayor  
Andrea Navarrette, Council Member Place 1  
Michelle Stephenson, Council Member Place 2  
Shanan Shepherd, Council Member, Place 3  
Ron Abruzzese, Council Member Place 4  
Jeff Seiler, Council Member Place 5  
Troy Hill, Council Member Place 6  
Kent Cagle, City Manager  
Tom Yantis, Assistant City Manager  
Joy Simonton, Purchasing Agent  
Paige Saenz, City Attorney

7.2.2. A completed CIQ Form, herein Attachment D, is required with each response.

8. **COMMITTEE REVIEW:** An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria. A consensus score will be assigned to each response.

- |  |                  |
|--|------------------|
| 8.1. Proposed fee                      | <b>20 Points</b> |
| 8.2. Project team qualifications       | <b>30 Points</b> |
| 8.3. Proposed approach                 | <b>20 Points</b> |
| 8.4. Respondent's financial capability | <b>10 Points</b> |
| 8.5. Work samples                      | <b>20 Points</b> |

The evaluation process may reveal additional information for consideration. The City reserves the right to modify, without notice, the evaluation structure and weighted criteria to accommodate these additional considerations to serve the best interest of the City.

9. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:

- 9.1. The term "agreement" shall mean the executed contract awarded as a result of this solicitation and all exhibits thereto. At a minimum, the following documents will be incorporated into the agreement:
- 9.1.1. Solicitation document, attachments and exhibits;
  - 9.1.2. Solicitation addendums, if applicable;
  - 9.1.3. City's Definitions, Terms and Conditions;
  - 9.1.4. Successful Respondent's submission.

- 9.2. The initial term of the resulting agreement shall be determined by the proposed and agreed upon Project timeline.
  - 9.3. If the Respondent fails to perform its duties in a reasonable and competent manner, the City shall give written notice to the Respondent of the deficiencies and the successful Respondent shall have thirty (30) days to correct such deficiencies. If the Respondent fails to correct the deficiencies within the thirty (30) days, the City may terminate the agreement by giving the Respondent written notice of termination and the reason for the termination.
  - 9.4. The City shall also have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Respondent shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay the Respondent, to the extent of funds appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
  - 9.5. If the agreement is terminated, for any reason, respondent shall turn over all material, records and deliverables created to date within fifteen (15) working days after completion of duties through the termination date.
10. **PRICE INCREASE:** A price increase to the agreement shall not be permitted. The agreement will establish a Guaranteed Maximum Price (GMP) for construction of the Project.
  11. **AWARD:** Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.leandertx.gov/rfps>.
  12. **NON-APPROPRIATION:** The resulting Agreement is a commitment of the City's current revenues only. It is understood and agreed the City shall have the right to terminate the Agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to purchase the estimated yearly quantities, as determined by the City's budget for the fiscal year in question. The City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

## PART II

### SCHEDULE

1. **SOLICITATION SCHEDULE:** It is the City's intention to comply with the following solicitation timeline:
  - 1.1. Solicitation released **November 5, 2015**
  - 1.2. **Mandatory** Pre-Solicitation Meeting **November 19, 2015**
  - 1.3. Deadline for questions **November 20, 2015**
  - 1.4. City responses to all questions or addendums **November 23, 2015**
  - 1.5. Responses for solicitation due at or before **3:00 PM** **December 8, 2015**
  - 1.6. Responses will be publicly opened and the offeror's **December 8, 2015, 3:00 PM**  
names read aloud
  - 1.7. Completion of evaluation and ranking of each proposal shall be no later than 45 days after opening.

**All questions regarding the solicitation shall be submitted in writing at or before 5:00 PM on the due date noted above.** A copy of all the questions submitted and the City's response to the questions shall be posted on our webpage, <http://www.leandertx.gov/rfps>. Questions shall be submitted to the City contact named herein.

The City reserves the right to modify these dates. Notice of date change will be posted to the City's website.

2. **PRE-SOLICITATION MEETING:** A **Mandatory** pre-solicitation meeting will be held to fully acquaint Respondents with the unique needs of the City. The pre-solicitation meeting will be conducted on:

**November 19, 2015 at 11:00 AM CT  
City of Leander City Hall  
200 W. Willis Street  
Leander, TX 78641**

- 2.1. The City considers this pre-solicitation meeting **Mandatory**.  
2.2. Respondent's that fail to attend the pre-solicitation meeting will not be considered for award.  
2.3. It is the responsibility of the Respondent to be familiar with the specifications herein and to ask any relevant questions they may have concerning this solicitation.

3. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <http://www.leandertx.gov/rfps> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancelations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

4. **RESPONSE DUE DATE:** Signed and sealed responses are due at or before **3:00 PM**, on the date noted above to the Purchasing Department. Mail or carry sealed responses to:

**FedEx, UPS or Hand Deliver to:**

**City of Leander  
Purchasing Department  
200 W. Willis  
Leander, Texas 78641**

**Mail to:**

**City of Leander  
Purchasing Department  
PO Box 319  
Leander, TX 78646**

- 4.1. Responses received after this time and date shall not be considered.  
4.2. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "**DO NOT OPEN**".  
4.3. Facsimile or electronically transmitted responses are **not acceptable**.  
4.4. Late responses will be returned to Respondent unopened if return address is provided.  
4.5. Responses cannot be altered or amended after opening.  
4.6. No response can be withdrawn after opening without written approval from the City for an acceptable reason.

- 4.7. The City will not be bound by any oral statement or offer made contrary to the written specifications.
5. **AGREEMENT NEGOTIATIONS**: In establishing an agreement as a result of the solicitation process, the City will:
- 5.1. Review all submittals and determine which Respondents are reasonably qualified for award of the agreement.
  - 5.2. Determine the Respondent whose submittal is most advantageous and that provides the best value to the City considering the evaluation criteria and the ranking evaluation.
  - 5.3. Attempt to negotiate with the Respondent selected based on the evaluation process, evaluation criteria, and ranking evaluation, an agreement at fair and reasonable terms, conditions and cost.
  - 5.4. If negotiations are successful, enter into an agreement.
  - 5.5. If unsuccessful, formally and in writing, end negotiations with that Respondent. The City will then:
    - 5.5.1. Proceed to the negotiate with the next most highly qualified Respondent based on the order of the selection ranking and attempt to negotiate an agreement at fair and reasonable terms, conditions and cost with that Respondent.
    - 5.5.2. The City shall continue this process until an agreement is entered into or all negotiations are terminated.
  - 5.6. The City also reserves the right to reject any or all submittals, to terminate this bid solicitation, or to accept any submittal deemed most advantageous and that provides the best value to the City considering the evaluation criteria and the ranking evaluation, or to waive any irregularities or informalities in a submittal received.
6. **POST AWARD MEETING**: The City and Respondent shall have a post award meeting to discuss, but not be limited to the following:
- 6.1. Identify specific milestones, goals and strategies to meet objectives.
7. **COSTS INCURRED**: Respondent shall acknowledge that the issuance of a solicitation shall in no way obligate the City to award a contract or to pay any costs associated with the preparation of a response to said solicitation. The costs in developing and submitting proposals, preparing for and participating in oral presentations or any other similar expenses incurred by a Respondent are the sole responsibility of the Respondent and shall not be reimbursed by the City.

### **PART III**

#### **SPECIFICATIONS**

1. **PROJECT DETAILS**: The Project architect has conducted a space study to assure that the planned staff relocation and building renovation is feasible. The build-out is anticipated to include but not be limited to:
- 1.1. Enhanced secure entry;
  - 1.2. Office space for approximately 40 staff members;
  - 1.3. Customizable furniture solutions and;
  - 1.4. Conference rooms.
  - 1.5. The Council Chambers shall not be renovated.

2. **SCOPE:** The CMR shall provide turnkey service as an integral team member during the pre-construction design process and throughout the construction process of the Project.
  - 2.1. The CMR shall provide design input and alternative detail recommendations to value engineer the Project as it is designed.
  - 2.2. The CMR shall assist the design team with cost estimating and scheduling during the design and construction documents phases.
  - 2.3. CMR shall perform the construction management services for the Project as the CMR.
  - 2.4. CMR shall serve as point of contact for the City for the duration of the Project.
3. **PRE-CONSTRUCTION:** The CMR pre-construction responsibilities include but are not limited to:
  - 3.1. Design development;
  - 3.2. Cost estimating;
  - 3.3. Value engineering;
  - 3.4. Preparation and presentation of the Project's Guaranteed Maximum Price (GMP) documentation;
    - 3.4.1. Guaranteed Maximum Price shall mean the contractor is compensated for actual costs incurred plus a fixed fee and expenses and is subject to a ceiling price.
    - 3.4.2. Successful respondent shall establish and provide City with a GMP for the Project.
    - 3.4.3. The City, at its sole discretion, may accept or reject the GMP proposal.
    - 3.4.4. If accepted, City's total liability on the Project shall not exceed the lower of the actual costs incurred plus a fixed fee to complete the Project or the GMP.
    - 3.4.5. Any construction costs or expenses over and above the GMP shall be the sole responsibility of the CMR.
    - 3.4.6. In the event that the GMP is not accepted by the City, City may terminate the remainder of the agreement with the CMR and complete the delivery process itself through a traditional Bid-Build format. Should the City reject the GMP, the City shall not compensate the CMR beyond the Pre-Construction Fee Phase.
4. **CONSTRUCTION:** The CMR shall prepare sub-contractor bid or proposal solicitation packages. In this process, the CMR shall publicly advertise for bids or proposals and receive sealed bids or proposals from trade and sub-contractors for the performance of the specified work. These bids or proposals shall cover the major elements of the Project that would otherwise not be included in the General Conditions as outlined on Attachment C.
  - 4.1. The CMR may seek to perform portions of the work itself;
    - 4.1.1. The CMR shall submit a sealed bid or proposal in the same manner as all other trade or sub-contractors.
    - 4.1.2. City shall determine if the CMR bid or proposal provides the best the best value for the City.
  - 4.2. The CMR shall open and tabulate all bids and proposals and present to the City representative 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 CMR, architect, engineer or City.
    - 4.2.1. All bids shall be made available to the public no later than seventh day after the date of the award.
  - 4.3. The CMR shall conduct pre-bid meetings as needed;
  - 4.4. The CMR shall make award recommendations to City;

- 4.4.1. If the City requires the selection of a trade or sub-contractor that is different than the trade or sub-contractor the CMR has recommended, the City shall compensate the CMR by a change in price, time or GMP for additional cost or risk incurred by the CMR due to the City's requirement.
- 4.5. Additional CMR responsibilities include but are not limited to:
- 4.5.1. Coordination and scheduling of all trade and sub-contractors;
- 4.5.1.1. In the event that a trade or sub-contractor defaults in the performance of its work or fails to execute a subcontract after being awarded said contract, the CMR may itself fulfill, without advertising, the work or select a replacement trade or subcontractor.
- 4.5.2. Provide on-going value engineering;
- 4.5.3. Provide monthly update reports to City;
- 4.5.4. Provide change order and contingency funds control;
- 4.5.5. Maintain a quality management program;
- 4.5.6. Provide accounting functions for Project;
- 4.5.7. Provide warranty archiving and documentation;
- 4.5.8. Provide for job safety and jobsite security.
5. **DELIVERY AND POST CONSTRUCTION:** The CMR post-construction responsibilities include but are not limited to close-out documents and processes and a one-year completion anniversary walk-through to address any warranty issues. Respondents shall include a sample Project Close-Out Checklist and warranty program information in solicitation response.
6. **PROJECT TIMELINE:** Respondents shall provide best estimated timeline for delivery as outlined in the General Conditions on Attachment C.
7. **COST ESTIMATING:** Respondent shall provide detailed methodology on firm's cost estimating processes.
8. **PREVAILING WAGE RATE DETERMINATION:** Successful respondent shall comply with all Federal, State and local labor laws. The prevailing wage rates shall be set by the Texas Workforce Commission Wage Rate Survey, as approved by City Council, and can be found on Attachment B herein.
9. **DESIGNATED PROJECT MANAGER:** Proposed Designated Project Manager shall have completed no less than two (2) similar projects within the past six (6) years.
- 9.1. Project Manager and all Project team members may not be substituted or changed throughout the term of the agreement without the written approval of the City for the requested change.
- 9.2. Solicitation response shall showcase a minimum of three (3) completed projects of similar scope by the Project Manager for other municipalities.
10. **CAPITALIZATION:** Respondent shall be adequately capitalized to conduct the Project in an efficient manner. Respondent shall provide evidence of viable financial strength.
11. **PERFORMANCE AND PAYMENTS BONDS:** Successful respondent shall deliver to City both a Payment Bond and a Performance Bond no later than the 10<sup>th</sup> day after the CMR agreement has been executed. Penal sums for both bonds shall each be equal to the GMP.
- 11.1. If a GMP has not been determined, the penal sums of the bonds delivered to the City shall each be in an amount equal to the construction budget as mentioned in Part I, section 2 of this solicitation document.

- 11.2. Alternatively, and at the sole discretion of the City, the CMR may furnish the City with a bid bond or other financial security acceptable to the City to ensure that the CMR will furnish the required Payment Bond and a Performance Bond when a GMP is established.
- 11.3. All bonds and insurance required by the agreement shall be obtained from solvent surety or insurance companies that are duly licensed by the State of Texas and authorized to issue bonds or insurance policies for the limits and coverages required by the agreement. The bonds shall be in a form acceptable to the City and shall be issued by a surety which complies with the requirements of Art. 7.19-1, Texas Insurance Code (1997), Chapter 2253 of the Texas Government Code and which is otherwise acceptable to the City.

## PART IV

### RESPONSE REQUIREMENTS

1. **SOLICITATION SUBMISSION REQUIREMENTS:** To achieve a uniform review process and obtain the maximum degree of comparability, the responses shall be organized in the manner specified below. Responses **shall not exceed forty (40) pages** in length (excluding title page, index/table of contents, work sample attachments and dividers). Information in excess of those pages allowed will not be evaluated. One page shall be interpreted as one side of a printed, 8 1/2" X 11" sheet of paper. It is recommended that responses not be submitted in ringed binders or metal spirals to conserve cost for both the Respondent and the City.

The Respondent shall submit **one (1) original signed paper copy and three (3) copies** of its Response.

In addition, the Respondent shall submit one (1) CD or thumb drive, each containing a complete copy of Respondent's submission in an acceptable electronic format (PDF, RTF, TXT, DOC, XLS). A complete copy of the Response includes all documents required by this Solicitation. The CD or thumb drive shall be titled: "SOLICITATION NUMBER - Complete copy of [Name of Respondent]'s submission." **Failure to provide a CD or thumb drive may result in disqualification for award.**

If supplemental materials are included with the Response, each CD or thumb drive must include such supplemental materials. The Response and accompanying documentation are the property of the City and will not be returned.

- 1.1. Title Page (1 page) – Show the solicitation title and number, the name of your firm, address, telephone number(s), name of contact person and date.

TAB #1

- 1.2. Letter of Transmittal (1 page) – Identify the services for which the solicitation has been prepared.
  - 1.2.1. Briefly state your firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
  - 1.2.2. Provide the name(s) of the person(s) authorized to make representations for your firm, their title(s), address, telephone number(s) and e-mail address.
  - 1.2.3. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the firm. The name and title of the individual(s) signing the solicitation shall be clearly shown immediately below the signature.

TAB #2

- 1.3. Table of Contents (1 page) – Clearly identify the materials by Tab and Page Number.

TAB #3

- 1.4. Project Team Experience – Provide detailed information on the proposed Project team.
  - 1.4.1. Respondent shall identify the Project team and provide a statement of qualifications for those individuals to include education, professional registrations, area of expertise and years of service in the respective field. The Project Manager shall be identified

as well as the role of each individual proposed team member. An organizational chart of the proposed Project team shall be included. Information communicating the firm's CMR qualifications and competitive advantage shall be provided.

1.4.2. Respondent shall provide categories of trade work that the firm routinely performs itself.

**TAB #4** 1.5. Available Resources and Consultant Location – Respondent shall provide information on size, resources and business history of the firm. Information shall include but not be limited to:

1.5.1. Number of years in business;

1.5.2. Percentage of revenue derived from CMR services;

1.5.3. Number of full time employees.

**TAB #5** 1.6. Methodology and Approach – Respondent shall describe the method and approach to be used in cost estimating and the completion of the Project to include monthly reporting to City. Additionally, City seeks best practice insight and lessons learned from other similar projects.

**TAB #6** 1.7. Timeline – Respondent shall propose a schedule to complete Project per the outline contained herein.

**TAB #7** 1.8. Cost Proposal – Respondent shall include a cost proposal on **Attachment C** to provide services as described herein.

1.8.1. Part A: Pre-construction Fee: Respondent shall provide flat, lump-sum pre-construction services fee.

1.8.2. Part B: Construction Management Fee: Respondent shall provide fee for construction management services as a percentage of the Cost of the Work. The Cost of the Work shall mean the sum of actual costs of the direct work performed by trade or sub-contractors.

1.8.3. Part C: Performance and Payment Bond Rates: Respondent shall provide anticipated bond rates as a percentage of the GMP or project budget.

1.8.4. Part D: General Conditions: Respondent shall provide monthly price for the Project Manager, Superintendent, Project Engineer and all additional on-site project expenses as specified in Attachment C.

**TAB #8** 1.9. Work Samples and References – Respondent shall include samples of a minimum of two (2) completed municipal renovations or projects of similar scope and size within the last six (6) years. Samples can include photos or schematics and complete description of project.

**TAB #9** 1.9.1. Provide the name, address, telephone number and e-mail address of a primary contact for these two (2) projects. Include a brief overview of the work performed with, at a minimum, a short description of the services provided, including original cost, final cost, delivery method used for the projects and length of time to complete. City of Leander references are not applicable. References may be checked prior to award. Any negative feedback received may result in disqualification of submittal.

**TAB #10** 1.10. Project Close-Out and Warranty – Respondent shall provide sample Project Close-Out Checklist and overview of firm's warranty program.

**TAB #11** 1.11. Industry Awards – Respondent shall provide information on industry awards or recognition received for previously completed similar projects.

**TAB #12** 1.12. Litigation – Respondent shall provide information on past or pending litigation filed against it and also documentation on past or pending litigation that it has filed against clients.

**TAB #13** 1.13. Financial – Respondent shall, in separate sealed envelope marked “Confidential” provide a current financial statement, preferably audited, that illustrates respondent’s adequate capitalization and viable financial strength. Statement shall include but not be limited to:

1.13.1. Assets, liabilities, capital accounts and retained earnings.

**TAB #14** 1.14. Payment and Performance Bonds – Respondent shall provide name, address and phone number of bonding company. Respondent shall provide a bondability letter from the named Surety or Agent stating that the firm can provide bonds for this Project based on the scope of work specified herein.

## **PART V**

### **CONFIDENTIALITY OF CONTENT**

All documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances.

Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.

If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.

### **CHAPTER 176, TEXAS LOCAL GOVERNMENT CODE**

Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council (<http://www.leandertx.gov/citycouncil/page/city-council-members>) and the City Manager (<http://www.leandertx.gov/citymanager/page/kent-cagle>).

#### ▪ **CIQ - Conflict of Interest Questionnaire**

A person (or their agent) who enters or seeks to enter into a contract with a local government entity for the sale or purchase of real property, goods and services, and has a business relationship with the local government entity must file a Conflict of Interest Questionnaire if they:

- (a) have an employment or other business relationship with an officer of the local governmental entity or an officer's family member as described below; or
- (b) have given an officer of the local government entity or an officer's family member one or more gifts with the aggregate value specified below.

Questionnaire Link:

<http://www.leandertx.gov/sites/default/files/fileattachments/Finance/page/243/ciq.pdf>

#### ▪ **CDS - Conflicts Disclosure Statement**

If a local government entity enters into or is considering entering into a contract for the sale or purchase of real property, goods or services with a person (including an agent of a person), an officer of the local government is required to file a Conflicts Disclosure Statement if the officer or a family member of the officer:

- (a) is receiving taxable income from an employment or other business relationship with the person, other than investment income, that exceeds \$2,500 during the 12-month period preceding the officer's awareness of the contract or consideration of the person; or
- (b) has received gifts with an aggregate value of more than \$250 in the 12 month period before the officer became aware of the contract or consideration of the person.

Questionnaire Link:

<http://www.leandertx.gov/sites/default/files/fileattachments/Finance/page/243/cis.pdf>

**ARTICLE 9.05, CITY CODE OF ORDINANCES – CODE OF ETHICS:**

<http://z2codes.franklinlegal.net/franklin/Z2Browser2.html?showset=leanderset>

▪ **Ethics Ordinance – Disclosure Statements**

The City's Ethics Ordinance requires persons seeking to enter discretionary contracts with the City or appearing before the City Council or another City board or body to disclose certain relationships and conflicts of interest. Please refer in particular to Sections 9.05.007 and 9.05.009(f) at the above link.



# ATTACHMENT B

## Texas Workforce Commission Wage Rate Survey Information

Step 1: Go to [www.tracer2.com](http://www.tracer2.com)

The screenshot shows the homepage of the Texas Labor Market & Career Information Department (LMCI). The browser address bar shows [www.tracer2.com](http://www.tracer2.com). The main navigation bar includes tabs for "LMCI TRACER", "The Future", "Career Resources", "Texas Labor Market", and "Data Link". A sidebar on the left lists various services like "LMCI Searchpage", "Wage Information", and "Data Link". The central content area features the LMCI logo and a paragraph describing the department's mission. To the right, there are sections for "LMCI Data Release Dates" and "LMCI Monthly Publications". A "LOOKING FOR A JOB?" banner is visible in the bottom left corner.

Step 2 – Click “Data Link”

This screenshot is identical to the one above, but with a red arrow pointing to the "Data Link" option in the left sidebar menu. The central content area now displays a news article titled "Texas Ends 2014 with Another Month of Job Growth" with a sub-headline "Unemployment rate falls to 4.6 percent in December. Lowest since May 2008". The right sidebar remains the same, showing release dates and publications.

Step 3: Click "Wages by Profession"



**Texas Workforce Commission**

- LMCI Searchpage
- Wage Information
- Data Link
- The Future
- Career & Economic Dev Resource
- LMCI Publications
- Resources

## LABOR MARKET & CAREER

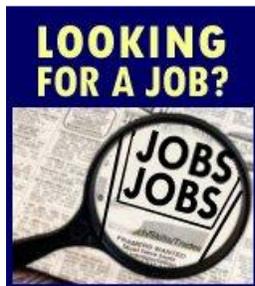
### INFORMATION

#### "Data Link"

Welcome to the LMCI Data Link. The links below offer the ability to create custom reports for all LMCI data and other important information like Population, Consumer Price Index (CPI), and Income. These specific reports can then be downloaded to a comma delimited text file for use on your computer.

Click here to be transferred to the [LMCI Searchpage](#). Searchpage items are assorted by program category and are available for download in Excel or PDF.

If you experience any problems with the data or have any questions or comments, please call 1-866-938-4444 or e-mail us at [lmci@twc.state.tx.us](mailto:lmci@twc.state.tx.us).



#### Data Types

##### Council of Government Manufacturing Wages for HB3390

[Unemployment Rates & Labor Force Statistics](#)

[Current Employment Statistics \(CES\)](#)

[Wages by Profession](#)

[Quarterly Census of Employment & Wages \(QCEW\)](#)

[Future Job Growth by Industry \(Projections\)](#)

[Future Job Growth by Occupation \(Projections\)](#)

[Staffing Patterns](#)

[Consumer Price Index \(CPI\)](#)

[Population](#)

[Income](#)

[Building Permits](#)

[Revenue Sales](#)



Step 4: Select Area: "MSA 2000 defined" then "Austin-Round Rock-San Marcos, TX Metropolitan Statistical Area" then click "Continue"

**Texas Workforce Commission**

LMCI Searchpage  
Data Link  
Wage Information  
The Future  
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Resources

Select Data Type  
All Data Types  
Unemployment (LAUS)  
Employment Estimates (CES)  
Quarterly Employment and Wages (QCEW)  
Wages by Profession  
Projections - Occupation  
Projections - Industry  
Consumer Price Index  
Income  
Staffing Patterns

### Wages by Profession

Selection Page 1 of 5

Select area types and areas for which you would like to view the data

1 Select Area types

2 Select Areas

Select consecutive 100/Clear All

2003 Defined Counties not in MSA's

- Abiene, TX Metropolitan Statistical Area
- Amarillo, TX Metropolitan Statistical Area
- Austin-Round Rock-San Marcos, TX Metropolitan Statistical Area**
- Beaumont-Port Arthur, TX Metropolitan Statistical Area
- Brownsville-Harlingen, TX Metropolitan Statistical Area
- College Station-Bryan, TX Metropolitan Statistical Area
- Corpus Christi, TX Metropolitan Statistical Area
- Dallas-Fort Worth-Arlington, TX Metropolitan Statistical Area
- El Paso, TX Metropolitan Statistical Area
- Houston-Sugar Land-Baytown, TX Metropolitan Statistical Area
- Killeen-Temple-Fort Hood, TX Metropolitan Statistical Area
- Laredo, TX Metropolitan Statistical Area
- Longview, TX Metropolitan Statistical Area
- Lubbock, TX Metropolitan Statistical Area
- McAllen-Edinburg-Mission, TX Metropolitan Statistical Area
- Midland, TX Metropolitan Statistical Area
- Odessa, TX Metropolitan Statistical Area
- San Angelo, TX Metropolitan Statistical Area
- San Antonio-New Braunfels, TX Metropolitan Statistical Area

Click [here](#) for Detailed Occupational Wages(Hourly/Annual) for each MSA,WDA,Texas and National

Continue

Step 5: Click "Continue".

**Texas Workforce Commission**

LMCI Searchpage  
Data Link  
Wage Information  
The Future  
Career & Economic Dev Resource  
LMCI Publications  
Resources

Select Data Type  
All Data Types  
Unemployment (LAUS)  
Employment Estimates (CES)  
Quarterly Employment and Wages (QCEW)

### Wages by Profession

Selection Page 2 of 5

Select years and time periods for which you would like to view the data

3 Select Years

4 Select Time Periods

Select/Clear All

2013

Annual

Restart Back Continue

Step 6: Scroll down and click “470000 Construction and Extraction Occupations” then click box for “Select consecutive 100/clear all” then click “Continue”

**Texas Workforce Commission**

LMCI Searchpage  
Data Link  
Wage Information  
The Future  
Career & Economic Dev Resource  
LMCI Publications  
Resources  
Select Data Type  
All Data Types  
Unemployment (LAUS)  
Employment Estimates (CES)  
Quarterly Employment and Wages (QCEW)  
Wages by Profession  
Projections - Occupation  
Projections - Industry  
Consumer Price Index  
Income  
Staffing Patterns  
Population

## Wages by Profession

Selection Page 3 of 5

**Select the Occupation Code and Occupations**

5 Select an Occupation Code type    6 Select Occupations

SOC ▼

**Enter an Occupation** Find It  Select consecutive 100/Clear All

- 450000 Farming, Fishing, and Forestry Occupations
- 451011 First-Line Supervisors of Farming, Fishing, and Forestry Workers
- 452092 Farmworkers & Laborers, Crop, Nursery & Greenhouse
- 452093 Farmworkers, Farm and Ranch Animals
- 470000 Construction and Extraction Occupations**
- 471011 First-Line Supervisors of Construction Trades and Extraction Workers
- 472021 Brickmasons and Blockmasons
- 472031 Carpenters
- 472041 Carpet Installers
- 472044 Tile and Marble Setters
- 472051 Cement Masons and Concrete Finishers
- 472061 Construction Laborers
- 472071 Paving, Surfacing, & Tamping Equipment Operators
- 472073 Operating Engineers and Other Construction Equipment
- 472081 Drywall and Ceiling Tile Installers
- 472111 Electricians
- 472121 Glaziers
- 472131 Insulation Workers, Floor, Ceiling, and Wall
- 472132 Insulation Workers, Mechanical
- 472141 Painters, Construction and Maintenance
- 472151 Pipelayers
- 472152 Plumbers, Pipefitters, and Steamfitters
- 472171 Reinforcing Iron and Rebar Workers
- 472181 Roofers
- 472211 Sheet Metal Workers

Restart Back Continue

Step 7: Select “Continue”

**Texas Workforce Commission**

LMCI Searchpage  
Data Link  
Wage Information  
The Future  
Career & Economic Dev Resource  
LMCI Publications  
Resources  
Select Data Type  
All Data Types  
Unemployment (LAUS)  
Employment Estimates (CES)  
Quarterly Employment

## Wages by Profession

Selection Page 4 of 5

**Select Industries**

7 Select an Industry Code type    8 Select Industries

NAICS ▼

**Enter an Industry** Find It  Select consecutive 100/Clear All

- 10 Total, All Industries**
- 1011 Natural Resources and Mining
- 1012 Construction
- 1013 Manufacturing
- 1021 Trade, Transportation and Utilities
- 1023 Financial Activities
- 1024 Professional and Business Services
- 1025 Education and Health Services
- 1026 Leisure and Hospitality
- 1027 Other Services

Restart Back Continue

Step 8: Select “Hourly Wage” and “Entry Wages” then click “View Data”

**Texas Workforce Commission**

LMCI Searchpage  
Data Link  
Wage Information  
The Future  
Career & Economic Dev Resource  
LMCI Publications  
Resources  
Select Data Type  
All Data Types  
Unemployment (LAUS)  
Employment Estimates (CES)  
Quarterly Employment and Wages (QCEW)  
Wages by Profession  
Projections - Occupation  
Projections - Industry  
Consumer Price Index  
Income  
Staffing Patterns

## Wages by Profession

Selection Page 5 of 5

**Select other data preferences**

9 Select Wage Source  
BLS Occupational Employment Statistics Survey

10 Select Wage Rate Type  
Annual wage or salary  
Hourly wage

**Select Data Series**

11 Select Data Series  
No. of Employed  
Entry Wages  
Experience Wages  
Mean Wages  
Median Wages

View By  Areas  Time Frames

Restart Back View Data

Step 9: Click “Accept Terms”

www.tracer2.com/WagePopupInclude.htm

A semi-annual sample survey of Texas employment and average hourly wage rates by occupation are collected for the State and metropolitan areas through a sample survey for unique industry groups. The Occupational Employment Statistics program is conducted through a cooperative agreement with the U.S. Bureau of Labor Statistics. The Labor Market and Career Information Department develops statistical estimates of average hourly wage rates for selected areas. Additional information is available at the Bureau of Labor Statistics website: <http://www.bls.gov/oes/home.htm>. You may direct your questions to a TWC labor market information professional by calling 1-866-938-4444.

Accept Terms

The data list will appear and the wage information for the desired job occupations can be obtained from the list produced. It can be downloaded into excel if needed.

# ATTACHMENT C

## CMR Cost Proposal Form

**Part A: Pre-Construction Fee:** Respondent to provide flat, lump sum fee for pre-construction services as specified herein.

\$ \_\_\_\_\_

**Part B: Construction Management Fee:** Respondent shall provide fee for construction management services as a percentage of the Cost of the Work. The Cost of the Work shall mean the sum of actual costs of the direct work performed by trade or sub-contractors.

\_\_\_\_\_ %

**Part C: Performance and Payment Bond Rates:** Respondent shall provide anticipated bond rates as a percentage of the Guaranteed Maximum Price or project budget.

\_\_\_\_\_ %

**Part D: General Conditions:** Respondent shall provide monthly price for all additional "on-site" employees and project expenses.

Project Manager

\$ \_\_\_\_\_/Mo.

Superintendent

\$ \_\_\_\_\_/Mo.

Project Engineer

\$ \_\_\_\_\_/Mo.

On-site employees and expenses to include but not be limited to, insurance, job office, storage trailers, dumpsters, project electricity, monthly telephone, internet service, barricade rental, fencing, walkways, water, water meter, electricity, erosion control, temporary toilets, fire protection, survey, office supplies, office equipment, furniture and courier service. **No other costs, with the exception of the Cost of Work shall be permitted.**

\$ \_\_\_\_\_/Mo.

**Total Monthly Cost (Part D Only)**

\$ \_\_\_\_\_/Mo.

**Estimated months to completion:** Shall mean the months Required on the job site to construct and deliver the fire station. This does not apply to the time spent in the Pre-construction Phase.

\_\_\_\_\_ Months

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

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2  Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information in this section is being disclosed.**

\_\_\_\_\_ Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_ Signature of vendor doing business with the governmental entity

\_\_\_\_\_ Date