

**PUBLIC NOTICE**  
**BID # 22-0911**

The City of Rio Grande City, Texas, is accepting Statement of Qualifications for **DESIGN BUILD SERVICES FOR CITY HALL CAPITAL IMPROVEMENTS PROJECT** until 10:00 AM, November 28, 2022. Bid product specification criteria is available and can be obtained on the City's website at [www.cityofrgc.com](http://www.cityofrgc.com) or with Angela M. Solis, City Secretary's Office, 5332 E. US HWY 83, Rio Grande City, Texas 78582. Please note "RFQ/RFP: Design Build Services for City Hall Capital Improvement Project" in front of the sealed envelope.

POSTED ON THIS 9<sup>th</sup> of November 2022.

Angela Solis,  
City Secretary  
City of Rio Grande City, Texas

**RFQ/RFP FOR  
DESIGN BUILD SERVICES  
CITY HALL CAPITAL IMPROVEMENTS PROJECT**

**ISSUE DATE: November 9, 2022**

**DUE DATE: November 28, 2022**

**Issued by: City of Rio Grande City**

## **DEFINITIONS**

The following definitions shall apply to and are used in this RFQ/RFP:

“CITY” - means the City of Rio Grande City.

“Contract” - means the contract between the City and the Contractor for the design and construction of the City Hall Capital Improvements Project.

"Contractor" - means the partnership, corporation, or other legal entity or team which the City contracts for the design and construction of the Project which includes an Architect and Engineers registered to practice in the State of Texas and a design builder qualified to engage in building construction in Texas. The Design Builder can elect to either provide design services from consulting engineers or engaged subcontractor that will provide both design engineering and construction services. Either option requires the subcontractor to seal the construction documents. If the subcontractor(s) is not engaged at inception of the Pre-Construction, they are to be engaged after acceptance by the owner of Schematic Design. The City will decide whether to contract for continued services of the consulting engineer once the subcontractor is engaged and joins the project team.

“Design Criteria Package” - means a set of documents that provides information to qualified Respondents to permit a design-build firm to prepare a response to a public agency’s request for qualifications. The design criteria package specifies criteria the City considers necessary to describe the project and may include, as the City considers appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirement, as the City may determine is applicable.

"Design-Build Firm" - means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.

“Respondent” - means the entity that plans to respond to the Design-Build RFQ/RFP.

"Design-Build Statute" - means Chapter 2269, Subchapter G, Texas Government Code, as amended.

The Design-Build method for accomplishing the design and construction of the City Hall Capital Improvements Project is governed by the Design/Build Statute. The characteristics of this project will require a high degree of cooperation and coordination between the city, the selected Design Build Firm, its Design Professionals, and the City’s Representative.

## **SECTION 1: INTRODUCTION AND GENERAL INFORMATION:**

### **Section 1.1. Introduction and Purpose.**

City of Rio Grande City (the City) is planning the design and construction of a City Hall Capital Improvements Project to meet the expansion needs of the City Commission and City Administration. Successful completion of this project will provide the City with adequate space for their existing and future staffing needs; improved operational efficiency; reduced operational and maintenance expenses (through the incorporation of energy efficient / sustainable design elements); flexibility; and a facility that accommodates future growth potential.

Additional general scope of work information regarding the City Hall Capital Improvements Project can be found in Section 7 of this RFQ.

### **Section 1.2 Notice to Respondents.**

**General.** The City is accepting Statement of Qualifications (“SOQ’s”) from firms interested in performing design/build services related to the City Hall Capital Improvements Project, pursuant to the Design/Build Statute, and in accordance with the terms, conditions and requirements set forth in this Request for Qualification (“RFQ”). This RFQ is intended to provide sufficient information for interested parties to prepare and submit SOQs for consideration by the City.

**Submittal Location/Deadline:** Qualification Statements must be received by, the CITY not later than 4:00p.m. CENTRAL TIME on November 28, 2022. Qualification Statements will not be accepted by mail, facsimile transmission or e- mail.

**Contacts:** The City’s Designated Contact Person: Angela M. Solis, City Secretary’s Office, 5332 US 83, Rio Grande City, Texas

### **Section 1.3 Contract Award Process.**

The City anticipates awarding the Contract to the successful Respondent following a two-phase Design-Build RFQ/RFP selection process. Phase One of the selection process is based on the qualifications of the Respondents. Qualifications will include similar relevant Design Build projects, proposed Design-Build Team (Designer, Contractor & Subcontractors), experience of team members working together on similar relevant projects, workload, and availability, etc. The City will evaluate the Respondents based on the SOQ criteria set forth below.

**NOTE:** Cost-related or price-related factors will not be used and should not be submitted by Respondents in Phase One. Each Respondent must certify to the City that each Architect/Engineer/Subcontractor that is a member of the Respondent’s team was selected solely based on demonstrated competence and qualifications.

The Phase One process will allow the City to qualify and short-list up to a maximum of three (3) Respondents to present as part of the Phase Two process.

During Phase Two of the selection process the City will provide a select criteria package containing specific information about the project including, but not limited to,

planning/programming information, general terms and conditions of the contract, specific performance requirements, design criteria, initial site survey and geotechnical data. The short-listed responders will be invited to a mandatory pre-proposal conference to walk the existing facilities. The short-listed responders will be able to submit RFI's after the pre-proposal conference. Answers to these RFI's will be issued in Addendum #2 a week after the RFI's are submitted. The deadline for questions is listed in the RFQ/RFP schedule. The short-listed Respondents shall include, but not be limited to, the Respondent's proposed initial schedule, massing design concept, site design concept, approach for the creative project delivery, phasing plan for sequence of new construction, demolition, and the final buildout. In addition, the Respondent shall provide sample standard general conditions rates from recent previous similar projects, recent overhead and preconstruction rates including markups on similar projects. Finally, as part of the Phase Two submission, the Design Build Firm is to confirm that the project can be completed within the Design-Build budget limitation (DBL); to include all design cost, pre-construction and construction services, insurance, bonds and contractor markups and contingency for DBL.

After receiving these proposal submissions, the City will meet with each short-listed firm to review their proposal. At the conclusion of the interviews with short-listed firms the City will make a selection of a Design-Build firm to negotiate with. During the negotiations the City will negotiate the design phase fee, and the pre-construction contract. In addition, the contract is to certify in writing that they can complete the project with the funds appropriate above. If the City determines that it is unable to reach a contract satisfactory to the City with the selected Respondent, then the City will terminate discussions with that Respondent and proceed to the next Respondent in order of selection ranking and continue in this process until a contract is reached or the City has rejected all proposals. The City will not disclose information from one Respondent's proposal to another Respondent in conducting such discussions. The City reserves the right to award a contract for all or any portion of the City Hall Capital Improvements Project, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of the City. The City also reserves the right to re-solicit for proposals or pursue an alternative delivery process if deemed to be in the best interests of the City, and to temporarily or permanently abandon the procurement. If the City awards a contract, it will award the contract to the Respondent, whose proposal is the most advantageous to the City and offers the best value, considering the evaluation factors set forth in the RFQ.

The City will evaluate proposals received from pre-qualified Respondents based on the selection criteria contained in RFP Phase. The City may discuss or negotiate all elements of the proposal with Respondents in ranking order as described above.

#### **Section 1.4 Type of Contract.**

Upon award by the City of a design-build contract, the successful Respondent will be required to enter into a contract in a form City and Design Builder Agreement (Cost of Work plus Fee with GMP) with certain modifications as directed by the City, a copy of which will be made available with issuance of the Phase II. The compensation structure will be based on negotiated professional service fees; and fixed fee with multiple guaranteed maximum price (GMP)

amendments. The City reserves the right to include the Respondent’s SOQ or any part or parts of the selected proposal in the final contract.

**SECTION 2: CRITERIA FOR QUALIFICATION**

**Section 2.1:**

The Respondent(s) will be selected whose qualifications, as presented in the Respondents’ SOQ, are the most advantageous to the City.

A project Steering Committee comprised of key elected officials, department managers and representatives of the project management team will be participating as evaluators in all phases of this solicitation. In general, the criteria for evaluation of qualifications, and selection of the qualified Respondent(s), will be based on the factors summarized below.

No.	Description	Points
1	The Respondent’s capability to perform the design-build services for the City Hall Capital Improvements Project, including Respondent’s demonstrated capability and financial resources to perform the work within the proposed time and budget.	
2	The qualifications and experience of the proposed Respondent team members to manage the City Hall Capital Improvements Project effectively and successfully.	
3	The Respondent’s Design Professionals technical and management competence with similar design/build projects.	
4	The Respondent’s Design Professional’s demonstrated experience with designing City Hall or City government design/build projects.	
5	The Respondent’s knowledge of current construction methods and technology.	
6	The Respondent’s knowledge of innovative design or construction methods.	
7	The quality of references from past customers of Respondent and/or the Design Professionals ability to work with the City to achieve goals.	
8	The demonstrated ability of the Respondent to meet budgets and schedules on past projects.	
9	The Respondent’s safety record is supported by accurate and verifiable data.	
	TOTAL	

**Section 2.2 Respondent’s Acceptance of Evaluation Method.**

Submission of a SOQ indicates Respondent’s acceptance of the evaluation technique and Respondent’s recognition that short-listing the qualified Respondents shall be based on objective criteria, however, some subjective criteria may be considered by the City’s evaluation team during the assigning of points.

**Section 2.3 Acknowledgments.**

Each Respondent, in submitting a SOQ, understands and agrees that this RFQ is predicated on the City's anticipated requirements for the City Hall Capital Improvements Project, and that the City has made no representation, written or oral, that any such requirements be furnished under a contract arising in connection with this RFQ. Furthermore, each Respondent, in submitting a SOQ, understands and agrees that all costs incurred by the Respondent in connection with the two-phase Design-Build RFQ selection process hereunder shall be at the sole risk and responsibility of the Respondent.

#### **Section 2.4 Eligible Respondents:**

Only individual firms or lawfully formed formal business organizations may submit a SOQ, unless the Respondent expressly states in writing in the SOQ that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the City Hall Capital Improvements Project. Any informal associations will be disqualified. This does not preclude a Respondent from engaging consultants by contract. The City will contract solely with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

### **SECTION 3: SUBMITTAL REQUIREMENTS:**

#### **Section 3.1 General Instructions.**

- A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.
- B. SOQ's and any other information submitted by Respondents in response to this RFQ shall become the property of the City.
- C. The City will not reimburse Respondents for any expenses incurred for SOQ preparation or for any demonstrations that may be made, unless otherwise expressly stated in this RFQ or required by law. Respondents shall submit SOQs at their own risk and expense.
- D. SOQ's which are qualified with conditional clauses, or alterations, or items not called for in the RFQ, or irregularities of any kind are subject to disqualification by the City.
- E. Each SOQ should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs.
- F. The City makes no guarantee that an award will be made because of this RFQ or any subsequent RFP and reserves the right to accept or reject any or all SOQ's, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or subsequent RFP when deemed to be in the City's best interest. Representations made within an SOQ and any subsequent proposal will be binding on the Respondent firms. The City will not be bound to act by any previous communication or information submitted by a Respondent.

G. Respondents wishing to submit a “No-Response” are requested to return the first page of the **Execution of Offer**, attached hereto. The returned form should indicate the Respondent’s name and include the words “No-Response” in the right-hand column.

H. Failure to comply with the requirements contained in this RFQ may result in the rejection of a Respondent’s SOQ.

**Section 3.2 Preparation and Submittal Instructions.**

A. Each Respondent must complete, sign, and return the attached **Execution of Offer**, as part of its SOQ. The Execution of Offer must be signed by an officer of the Respondent's company authorized to bind the Respondent to the statements and representations in the SOQ. Failure to sign and return this form will subject a Respondent’s SOQ to disqualification.

B. Each Respondent must include answers to required questions in the attached, **Respondent Questionnaire**. It is not necessary for a Respondent to repeat the questions in the SOQ; however, it is essential that the Respondent reference the question number to each corresponding answer. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain the reason for each N/R response.

**C. Table of Contents:**

Include with the SOQ a Table of Contents that, minimally, includes tab number references noted in the following table. Additional details, including page numbers of sub-sections, are encouraged. The first 9 tabs of the Table of Contents should correspond to the 9 Criteria for Qualification stated in paragraph 2.1 and further detailed in **Respondent Questionnaire**. Tab 10 should contain a completed and executed copy of the Execution of Offer Letter as well as certifications from the firm’s insurance and bonding agents.

TAB 1	The Respondent’s capability to perform the design-build services for the City Hall Capital Improvements Project, including Respondent’s demonstrated capability and financial resources to perform the work within the proposed time and budget.
TAB 2	The qualifications and experience of the proposed Respondent team members to manage the City Hall Capital Improvements Project effectively and successfully.
TAB 3	The Respondent’s Design Professionals technical and management competence with similar design/build projects.
TAB 4	The Respondent’s Design Professional’s demonstrated experience with designing City Hall or City government design/build projects.
TAB 5	The Respondent’s knowledge of current construction methods and technology.

TAB 6	The Respondent’s knowledge of innovative design or construction methods.
TAB 7	The quality of references from past customers of Respondent and/or the Design Professionals ability to work with the City to achieve goals.
TAB 8	The demonstrated ability of the Respondent to meet budgets and schedules on past projects.
TAB 9	The Respondent’s safety record is supported by accurate and verifiable data.
TAB 10	Execution of Offer Letter and Agents Certifications: A. Signed and Completed Execution of Offer B. Certifications: 1. Bonding Agent Letter 2. Insurance Agent Letter

D. Respondents must submit an original and six (6) copies of their Qualification Statement to the Designated Contact Person: Angela Solis, City Secretary’s Office, 5332 US 83, Rio Grande City, Texas

E. Qualification Statements must be received by, the CITY not later than 4:00p.m. CENTRAL TIME on November 30, 2022. Qualification Statements will not be accepted by mail, facsimile transmission or e- mail.

F. To be responsive, Qualification Statements must provide all requested information, and must be in strict conformance with the instructions set forth herein.

**SECTION 4: BONDS AND INSURANCE INSTRUCTIONS:**

**4.1 General.**

Respondents shall attach a letter of intent from a surety company indicating the Respondent’s bond ability for the City Hall Capital Improvements Project.

Respondents shall attach a letter of intent from an insurance company indicating the insurability of the Respondent for the City Hall Capital Improvements Project.

The surety and insurance companies shall each acknowledge that the firm may be covered for all construction phases of the City Hall Capital Improvements Project contractor markup agreed to at the GMP phase.

**Section 4.1 Bonds and Insurance Requirements.**

A. The Contractor shall procure and maintain the following types of insurance coverage in at least the following amounts (unless the contract specifies different coverage or amounts).

1. Workers' Compensation: Statutory
2. Employer's Liability: \$1,000,000.00
3. Comprehensive General Liability: \$1,000,000.00 each occurrence
4. Comprehensive Automobile Liability (any auto, hired auto, non-owned auto)
  - a) Bodily Injury: \$1,000,000.00 each person  
\$1,000,000.00 each occurrence
  - b) Property Damage: \$1,000,000.00 each occurrence
5. City's and Contractor's Protective: \$1,000,000.00
6. Builder's Risk: full value of constructions costs
7. Professional Liability Insurance: Min. \$1,000,000.00 Project Specific
  - a) with terms and carrier acceptable to City
8. General Liability Umbrella Policy \$10,000,000.00 each occurrence

**B. The Contractor must meet the following requirements:**

Each policy of insurance shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-IX or better and be qualified and authorized by the laws of the State of Texas to assume the risk covered by such policy.

**C. Contractor shall deliver to the City:**

1. Certificates evidencing the existence of all required insurance promptly after the execution and delivery of the contract; and
2. The Contractor must deliver replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Contractor fails to pay any of the premiums for the insurance, the City shall have the right to make the payments and set off the amount thereof against payments owed to the Contractor; and
3. The insurance certificates must name the City as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the City, giving the City the right to pay the Premium to maintain coverage.
4. The insurance certificates must contain a Waiver of Subrogation in favor of the City and an additional insured endorsement for General Liability.

5. The required insurance policies in this RFQ shall be kept in full force and effect for the periods specified below:

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

b) Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed and accepted by the City in writing.

6. The Contractor shall provide the City with a full and complete copy of any insurance policy promptly upon request by the City, and without charge to the City.

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

**D. Bonding:** The Contractor shall meet the following requirements:

1. The Contractor shall provide evidence satisfactory to the City of bonding capacity in the total estimated maximum amount of the design-build contract in its SOQ.

2. The Contractor shall deliver payment and performance bonds to the City within ten (10) days of execution of the Contractor's guaranteed maximum price proposal ("GMP"). The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code. The bonds shall be in the amount of the construction services portion of the contract only and shall not include amounts solely attributable to design services. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the City. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than 10 percent of the surety's capital and surplus, the City may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the City.

3. Each bond shall be accompanied by a valid Power of Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of \$100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or

obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

4. Security Bond: The Contractor will be required upon execution of the contract to execute a Security Bond in the amount of 5% of the Construction Cost Limitation. Any further specific requirements will be outlined in the Design Build Contract Agreement.

**SECTION 5: PRICING:**

Statement of Qualification responses shall not include proposals for fees, pricing, or other compensation. Information regarding historic fees and breakdown of those components for representative projects may be requested during phase II.

**SECTION 6: SPECIFICATIONS FOR THE RFQ:**

**Section 6.1 General.**

The City requests SOQs from qualified and experienced firms for the City Hall Capital Improvements Project meeting the following minimum specifications stated in this Section.

**Section 6.2 Budget Specifications/Scope of Work.**

The City’s Design-Build Limitation (“DBL”) Total for the City Hall Capital Improvements Project including the cost of work, plus any other costs including, but not limited to, overhead, contingencies, insurances, bond, and contractor markup. Budget scenarios are being developed concurrently with the revised program.

The DBL will be reduced accordingly if the City Commission decides not to incorporate the full program.

The intent is to deliver the best value to meet the program, enhance operations, and reduce staff requirements.

Approval of GMP and initiation of construction phase activities are contingent upon funding approval through a public funding process.

**Section 6.3 Delivery.**

Rio Grande City’s milestone events for the City Hall Capital Improvements Project established to date include:

<b>Milestone:</b>	<b>Month/Year:</b>
Begin Design & Construction	_____
Substantial Completion	_____
Final Completion	_____
Occupancy	_____
Grand Opening	_____

## **SECTION 7: SCOPE OF WORK:**

**Section 7.1** This document does not address all design and construction phase deliverables required for this project. Included in the scope of work requirements are the following phases:

- A. Rough layout/conceptual master plan
- B. Schematic Design including presentations to the City
- C. Design Development including presentations to the City
- D. Construction Documents including presentations to the City
- E. Bidding/Negotiation/Award of Sub-Contracts
- F. Construction Administration
- G. Project Closeout/Commissioning
- H. Warranty Review

### **Section 7.2 Design Deliverables.**

City Commission and the City Administration require participation and integration with the design process of the City Hall Capital Improvements Project. Regular scheduled meetings to verify the design and construction intent for the project will include the City's project team. The meetings are to start the first Wednesday of the month after the City awards the contract and continue monthly through final acceptance. The frequency of the design specific meetings and presentations to leadership will be as needed and agreed to during the finalization of the Design Build agreement. Specific design deliverables will be developed and negotiated during the Phase II, Contract negotiation phases. The City Commission and Administration team will be participating in all preconstruction and construction activities related to value engineering; constructability reviews, Steering Committee presentations, and City Commission presentations and shall be prepared to accommodate resulting design modifications accordingly.

### **Section 7.3 Construction Deliverables.**

Specific construction deliverables will be developed and negotiated during the RFP and Contract negotiation phases. These include Specific Deliverables, Design Deliverables, and Construction Deliverables. The Contractor will have the primary responsibility for design and construction:

- A. Maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract.
- B. Assign to the City a designated single point of contact representative who will be responsible for the coordination and administration of the City's main requirements;
- C. The Contractor will provide a centrally located field office including accommodations within its facilities for the City representatives, consultants and consultant's staff;
- D. Following the City's selection of a Contractor, the Contractor's engineers or architects shall complete the design, submitting all design elements for each phase of design (Program Completion, Schematic Design, Design Development, and Construction Documents) for review and determination of scope compliance by the City's reviewing

and approving authority before commencing construction; acceptance of the phase deliverables will be based on the AIA Guidance Documents;

E. An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of the Texas Engineering Practice Act (Chapter 1001, Texas Occupations Code, as amended). An architect shall have responsibility for compliance with the requirements of the Texas Architectural Practice Act (Chapter 1051, Texas Occupations Code, as amended)

F. Attend meetings with City representatives, Project Manager and the Architect as required throughout the project;

G. Provide preliminary evaluation of the City's design criteria and the budget parameters;

H. Provide information and recommendations on site usage and site improvements; building systems, equipment, and construction feasibility; selection and availability of materials and labor; and time requirements for installation and construction; including but not limited to City's FFE (Furniture Fixtures and Equipment), telecom, data, AV systems, security, etc.

I. Implement and maintain a constructability program to identify and document project cost and schedule savings opportunities;

J. Implement and maintain a critical path method schedule ("CPM Schedule"), which coordinates and integrates activities, including the construction services, the Architect's design services and the work of other consultants, subcontractors, and suppliers; be prepared to submit the updated electronic file for review with each pay apps. The Master Project Baseline Schedule shall be submitted for approval with the GMP and remain the basis of the agreement through the duration of the project. Changes to the Master Baseline Schedule must be prior approved by the City's representative.

K. Provide ongoing cost estimating services throughout the duration of the project, updates shall be provided with each design phase and at the GMP submission;

L. Review all drawings, specifications and other construction documents as they are developed by the Architect;

M. Consult with representatives of the City, and City's-rep on the selection of materials, equipment, component systems and types of construction used on the project;

N. Provide construction management, administration, quality control, safety and supervision during construction of the project;

O. The Contractor shall supply a signed and sealed set of as-built construction documents in both printed and electronic form for the City Hall Capital Improvements Project to the City at the conclusion of construction. The electronic versions shall be full copies of both PDF and the most current version of AutoCAD and/or REVIT formats.

#### **Section 7.4 Basis of Compensation.**

The Contractor will be required to provide multiple Guaranteed Maximum Price (“GMP”) proposals as a part of its scope of services. It is currently anticipated that there will be several GMP packages developed including early civil packages with the main GMP developed at the end of the design development phase. Specifically included in this design/build GMP will be the following:

- A. Professional fees / reimbursable expenses: including architects, engineers, specialty consultants, and subcontractors for design development and construction;
- B. Pre-design surveys and investigations: including preliminary evaluation of the concept plan and feasibility study, constructability review and preliminary estimate, Phase I Environmental Report, and value engineering of concept plans, etc.
- C. All required permitting from federal, state, City and local governing jurisdictions;
- D. Site development: including water quality and water detention, grading, drainage, irrigation, retaining structures, parking, driveways, and landscaping;
- E. General conditions, overhead expenses and profit;
- F. Construction sub-trade packages;
- G. Utility services: including water, wastewater, electrical, gas, telephone, data, and special systems connections such as fire alarms and security. Depending upon the development of the plan, the contractor may also be responsible for off-site water and wastewater line extensions and road improvements.
- H. Construction inspection, quality control and quality assurance;
- I. Design and construction contingencies / allowances;
- J. Complete field “as-built” documentation and final electronic “record” drawings. The electronic versions shall be full copies of both PDF and the most current version of AutoCAD and/or REVIT formats.
- K. Start-up, commissioning, testing, and staff training in the use of all systems.

#### **Section 7.5 Additional Services.**

The following professional services may be required to complete this project. Specific scope and responsible parties will be negotiated in future phases of this solicitation.

- A. Preparation of Site Development Documents
- B. Site Development Permit Application
- C. Civil Engineering Consultant
- D. Interior Design Consultant
- E. Landscape Consultant
- F. Acoustic Consultant
- G. Traffic/Transportation/Parking Consultant
- H. Environmental/Weatherproofing/Roof Consultant
- I. Code Consultant

- J. IT (Information Technologies) Consultant
- K. AV Consultant
- L. Security Consultant
- M. Signage/Graphics Consultant
- N. TAS (Texas Accessibility Standards) Consultant
- O. LEED/Energy Modeling/Life Cycle Cost Analysis Consultants
- P. Building Information Modeling Consultants
- Q. Furniture & Equipment Planning Consultants

**EXECUTION OF OFFER:**

**City of Rio Grande City, Texas**

**This form must be completed, signed, and returned with Respondent's SOQ. Failure to sign and return this form will result in the rejection of your SOQ.**

1. By signature hereon, the Respondent offers and agrees to furnish the products and/or services and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein.
2. By signature hereon, the Respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant or City representative in connection with the submitted SOQ. Failure to sign hereon, or signing with a false statement, shall void the submitted SOQ or any resulting contracts, and the Respondent shall be removed from all vendors lists of the City.
3. By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state

corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the City's option, may result in cancellation of any resulting contract or purchase order.

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

5. By signature hereon, the Respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, the Respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this SOQ.

7. By signature hereon, the Respondent certifies as follows:

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

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

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

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

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

10. The Respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal

Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.

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

12. By signature hereon, the Respondent verifies and certifies that it does not, and during the duration of the agreement for services to be provided hereunder will not:

- A. boycott Israel as that term is defined in Texas Government Code Section 808.001 and Chapter 2271, as amended;
- B. do business with Iran, Sudan, or a foreign terrorist organization, as defined in Texas Government Code Chapter 2270, as amended;
- C. boycott energy companies as defined in Texas Government Code Section 809.001 and Chapter 2274, as amended; or
- D. discriminate against a firearm trade association as defined in Texas Government Code Chapter 2274, as amended.

**COMPLETE THE FOLLOWING:**

FEI No: \_\_\_\_\_

If Sole Owner

SS No: \_\_\_\_\_

If Corporation:

State of Incorporation: \_\_\_\_\_

Submitted By: \_\_\_\_\_

- \_\_\_\_\_ (Company Name)
- \_\_\_\_\_ (Authorized Signature)
- \_\_\_\_\_ (Printed Name)
- \_\_\_\_\_ (Printed Title)
- \_\_\_\_\_ (Date)
- \_\_\_\_\_ (Street Address)
- \_\_\_\_\_ (City, State, Zip Code)
- \_\_\_\_\_ (Telephone Number)
- \_\_\_\_\_ (Email Address)

## RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses should state the criterion at the beginning of the first page of each tabbed Section followed by a brief and concise response. Please reference each response by its criterion number indicated below.

### SECTION 1:

**CRITERION:** The Respondent's capability to perform the design-build services for the City Hall Capital Improvements Project, including Respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:

Legal name of the company: \_\_\_\_\_

Address of office that would be providing service:

\_\_\_\_\_  
\_\_\_\_\_

Number of years in Business: \_\_\_\_\_

Type of Operation

Individual: \_\_\_\_\_ Partnership: \_\_\_\_\_ Corporation: \_\_\_\_\_ Government: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Annual Construction Volume: \_\_\_\_\_

Provide a copy of your company's financial statements for the past three (3) years.

Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.

Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the City.

Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship between your company and any City employee? If yes, please explain.

What difficulties do you anticipate in serving the City and how do you plan to manage these?  
What assistance will you require from the City?

Provide details regarding any special services or product characteristics, other benefits offered, or advantages to the City in selecting your company.

A statement certifying that the Respondent is not in arrears in payment of any obligations to the City or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

**SECTION 2:**

**CRITERION:** The qualifications and experience of the team members proposed to manage the City Hall Capital Improvements Project for the City:

Describe the organization with clear lines of authority and communications.

Provide an organization chart depicting roles and responsibilities.

Name all key personnel who will be part of the design-build team for the City Hall Capital Improvements Projects and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed to the City Hall Capital Improvements Projects for its duration unless excused by the City.)

Applicant's Consultants: Name any consultants or subcontractors which are included as part of the proposed team. Describe each consultant's or subcontractors proposed role in the City Hall Capital Improvements Projects and their related experience. List projects on which your firm has previously worked with the consultant.

The City does not require a Respondent to have or establish an office in Starr County. However, the City expects the successful Respondent and all members of the project team, to make a significant commitment to servicing the City Hall Capital Improvements Project, regardless of their geographic proximity. Describe specifically the procedures the prime Respondent and each of the other listed team members will employ to ensure that the City Hall Capital Improvements Project and the City are thoroughly supported from the earliest planning stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

**SECTION 3:**

**CRITERION:** The Respondent's demonstrated technical and management competence with design-build projects.

Describe your firm's demonstrated technical competence and management qualifications for design-build projects.

Provide your communication plan and demonstrate how you will interface with the City, Program Manager, Architect and Consultants to enhance the planning, design and construction processes of the Project.

Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.

Identify your personnel responsible for reviewing design and construction documents. Describe what methods you employ for coordination and distribution of design and construction documents during the design and construction phases to ensure quality control and to mitigate change orders.

Describe how your project team will engage the City within the project communication methods to obtain buy-in and approval at the appropriate phases.

#### **SECTION 4:**

**CRITERION: The Respondent’s demonstrated experience with City Hall and Civic government design/build projects.**

List a maximum of eight (8) projects for which your firm has provided or is providing design build services which are most related to Rio Grande City Hall. In determining which projects are most relevant, consider:

- A. Rio Grande City Hall
- B. Civic Projects
- C. City Commission Chambers and related support spaces
- D. City government offices
- E. Municipal government offices
- F. Campus type green field developments
- G. Projects of similar size and complexity

List the projects in priority order, with the most relevant project listed first.

For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner’s contact person(s) and telephone number(s), email addresses and the name(s) and telephone number(s) and email addresses of the project architect(s) and engineer(s).

Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.

Provide a list of all projects completed and those currently in construction by the Design Builder for the past 10 years.

#### **SECTION 5:**

**CRITERION: The Respondent’s knowledge of current design or construction methods and technology: (Note: Do not limit your responses to these five specific questions. Provide information on your operational procedures that are beneficial and applicable to this project.)**

Demonstrate the specific methods and techniques you intend to utilize to plan and schedule on-time delivery of this project, achieving the City's goals on time and on budget.

Demonstrate your approach for developing bid packages and the Guaranteed Maximum Price (GMP) proposals and describe specific advantages for the City.

Demonstrate your cost control system used on similar projects in the past and describe your system and processes that will ensure that the executed GMP Proposals will be within the City's budget established for this Project.

Describe your company's quality assurance program. What are your company's protocols and procedures, and how are they measured? Describe the way your firm maintains quality control during the pre-construction and construction phases. For a minimum of one of the projects listed in response to Section 4, provide specific examples of how these techniques were used.

Describe your approach to value engineering and the services you offer to reduce the overall construction cost to meet the City's budget goals.

#### **SECTION 6:**

##### **CRITERION: Innovative Methods or Technology:**

Demonstrate innovative design or construction methods developed by your team that will be advantageous in the execution of this project.

Identify if any members of your team are involved in any research or education initiatives that provide resources beneficial to this project.

#### **SECTION 7:**

##### **CRITERION: The quality of references from past customers of Respondent:**

Provide a customer reference list of no less than three (3) organizations with which Respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past ten (10) years. The reference list shall include company name, contact person, email address and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.). The reference list shall list equally the work of the Contractor and the Design Professionals.

#### **SECTION 8:**

##### **CRITERION: The demonstrated ability of the Respondent to meet budgets and schedules on past projects:**

Describe your plan for meeting or improving the City's proposed schedule for design and/or construction. If you propose to improve the schedule, describe your system for maintaining quality of services, materials, or workmanship, and demonstrate its successful application on similar projects in the past.

Describe the way in which your firm develops and maintains project schedules. How and when do you update schedules?

Describe your company's cost control philosophy, how it is carried out, and how success in keeping this philosophy is measured. Describe the extent of your cost estimating services in terms of the development of the estimates, updating/validation throughout the preconstruction and construction phases and your overall accountability related to controlling project cost. Include specific examples of scheduling challenges, and how your firm helped solve them.

## **SECTION 9:**

**CRITERION:** The Respondent's safety record supported by accurate and verifiable data.

Document your methodology, including any technology or other assets that you use, to successfully prevent and/or control reportable incidents and insurance claims and describe their application on this Project.

Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).

Has your company, or any subcontractors under your control on a project, had a death or serious injury on a project site? If yes, provide additional information.