

# N O T I C E

The Grand Prairie Independent School District will receive COMPETITIVE SEALED PROPOSALS until:

10:30 AM – February 17, 2009

at which time all responses will be publicly opened

FOR:

Civil and Plumbing Repair Work at Reagan Middle School

Specifications will be released on Tuesday, February 3, 2009 at 12:00 noon and are available on line

[http://www.gpsid.org/departments/business/purchasing/bids\\_proposals.htm](http://www.gpsid.org/departments/business/purchasing/bids_proposals.htm)

The school district reserves the right to reject any and/or waive all formalities and irregularities.

## **PROPOSAL ENVELOPE MUST BE ADDRESSED TO:**

Grand Prairie ISD  
Purchasing Department  
2602 South Belt Line Road  
Grand Prairie, TX 75052

and

**PLAINLY MARKED:**  
PROPOSAL NO. 09-20

Any proposal received later than the specified time, whether delivered in person or mailed, shall be disqualified and will remain unopened. Failure to respond to this invitation will remove your name from the invitation list. If you cannot proposal at this time and desire to remain on the proposal list, please submit a **NO PROPOSAL** on the CERTIFICATE form and return.

# GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT

Mr. Kit Mason, Executive Director of Facilities  
Mr. Tony Innmon, Jones Lang LaSalle  
Grand Prairie Independent School District  
2602 S. Belt Line Road  
Grand Prairie, Texas 75052

## RFP Will be sent via Email

from

Jones Lang LaSalle  
Tony Innmon  
2602 S. Belt Line Road  
Grand Prairie, Texas 75052

817.235.5960

February 3, 2009

## INVITATION TO OFFERORS (Construction Manager-At-Risk)

1. **REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER AT RISK:** The GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT (“GPISD” or “Owner”) of Grand Prairie, Texas proposes to construct **Civil and Plumbing Repair at Reagan Middle School** (“Project”) and is requesting competitive sealed proposals for a Construction Manager-At-Risk for the work pursuant to Texas Education Code Sections 44.038 and 44.039. The Construction Manager-At-Risk shall assume the risk for construction, rehabilitation, alteration, or repair of the Project at the contracted price as a general contractor and provide consultation to the Owner regarding Construction during and after the design of the facility in accordance with any and all applicable requirements of the Texas Education Code. Proposals are to be submitted in accordance with this invitation and the accompanying instructions.
- **DESCRIPTION OF PROJECT: Civil and Plumbing Repair at Reagan Middle School** is generally described as follows: **PROJECT DESCRIPTION Civil and Plumbing Repair:**
  - The area’s that will be repaired are:
    - 700 Hall Restrooms
    - Sink near Library
    - Rest Rooms at Offices
    - Locker Room and Utility Room
    - Restroom at Hallway behind Bleachers
    - Restroom at Hallway behind Stage
    - Sinks at Art classroom and Home Economics
    - This is approximately 850 linear feet of trenches inside the building and approximately 550 Linear feet of excavation outside the building.
  - This work requires the following steps:
    - Install Floor Protection and Temp Partitions
    - Install SWPPP Protection at Parking Lot

- Saw-cut and Remove Concrete inside and outside
  - Hand Excavate and remove spoils
  - Repair Plumbing lines
  - Install subsoil pump system under 700 hall
  - Install Steel Angle frame and Steel Plate at interior cut out locations
  - Drill rebar dowels for splice connections 23" deep with epoxy at all dowel locations
  - Install syncroflex (Ramneck) around saw-cut locations for water seal
  - Install rebar and tie appropriately
  - Pour 4000 PSI concrete at saw-cut locations
  - Replace appropriate tile (tile furnished by school)
  - Final Clean up of interior for turnover
  - Replace sidewalks and Roadways, Pavers, Landscape and painting as required.
  
- Perimeter Sub-Soil Drainage System
  - Remove Pavers, sidewalks, roadways, as required
  - Haul off concrete and palletize pavers for reuse.
  - Set up temp storm sump pumps as required for dewatering (Brandt)
  - Locate utilities
  - Excavate around perimeter as shown on sketch to install sub-soil piping approximately 3' wide
  - Hand Excavate under grade beams
  - Install filter fabric, subsoil piping, and medium pea Gravel to surface
  - Replace exterior Pavers, sidewalks and roadways as required
  - Replace or repair landscaping and irrigation as required
  - Lower Storm Drain or install new Storm Drain as required to allow for sub-soil piping to flow into Storm system
  
- Excavation Under Kitchen
  - Remove Paving and sidewalks at entrance to excavation entrance
  - Excavate Soil from Beneath Kitchen area as identified on sketch
  - Provide dewatering of Crawl Space
  - Replace Cast Iron plumbing piping with PVC schedule 40 and hang from structure
  - Replace any CPVC conduit with Galvanized Rigid conduit utilizing junction boxes at each end of run where the conduit penetrates the slab.
  - Install Catch Basin and storm drain in crawl space
  - Install Access Door for future access into crawl space
  - Replace paving and sidewalks as required.

2.  
3.

**PROJECT SCHEDULE:** GPISD intends to select a Construction Manager for the project at the March 12<sup>th</sup> school board meeting. GPISD intends to release the award of a contract March 13, 2009. The Project is to have the certificate of occupancy no later than August 7 2009. The selected

Construction Manager-At-Risk will be expected to provide assistance to GPISD, Jones Lang LaSalle and the Architect with the selection of building systems, cost estimating and scheduling during the pre-construction phase of the Project and to build the Project thereafter as a Construction Manager-At-Risk. **Construction to commence June 4, 2009 and complete August 7, 2009.**

4. **ESTIMATED PROJECT BUDGET:** \$2,500,000
5. **PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will not be required.
7. **SCHEDULE FOR PROPOSAL RECEIPT AND OPENING OF PROPOSALS AND CONDUCTING OF INTERVIEWS:** Proposals received by oral, telephonic, facsimile, telegraph or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Instructions to Offerors shall be enclosed in a sealed, opaque envelope, addressed to Tony Innmon, Jones Lang LaSalle c/o Grand Prairie Independent School District at the address specified below and identified as a proposal for **Civil and Plumbing Repair for Reagan Middle School**. If the proposal is delivered other than by personal delivery, the sealed envelope shall be enclosed in a separate envelope clearly notated "Sealed Proposal Enclosed" on the face thereof. Grand Prairie ISD may choose to interview any of the top three (3) Proposers. All proposals must be delivered to Owner at the following address:

Grand Prairie Independent School District  
2602 S. Belt Line Road  
Grand Prairie, Texas 75052  
Attn: Tony Innmon, Jones Lang LaSalle

- (a) Deadline for Submitting Proposals; Opening Proposals. The Owner will receive proposals until **10:30 AM (CST), on February 17, 2009**. At such time, all proposals timely received shall be publicly opened and the name of the Offeror and the monetary terms of the Proposal (i.e., the fees and prices) read aloud. Each Offeror shall assume full responsibility for timely delivery of its Proposal to the location designated for receipt of such Proposal. Proposals received after the date and time for receipt of proposals will not receive consideration and will be returned unopened.
- (b) Evaluation of Proposals. GPISD and Jones Lang LaSalle will promptly engage in a preliminary evaluation process of the timely submitted Proposals. Within three (3) days after the opening of the Proposals, GPISD will complete its evaluation and rank each Proposal submitted based on its published criteria.
- (c) One-step Process. GPISD has elected to select a Construction Manager-At-Risk in a one-step process as permitted by Section 44.038 of the Texas Education Code, such one-step process being set forth in detail herein.

**Civil and Plumbing Repair at Reagan Middle School**  
**INSTRUCTIONS TO OFFERORS**  
**(Construction Manager-At-Risk)**

**CONTRACT DOCUMENTS:** The proposal documents shall include the Invitation to Offerors, these Instructions to Offerors, and the proposal form. The Contract Documents shall consist of the Agreement between Grand Prairie Independent School District (“Owner”) and Construction Manager where the Construction Manager is also the Constructor (AIA Form A121CMc, 1991 Edition) the General Conditions to the Contract (AIA Form A201, 1997 Edition), the Supplementary and Other Conditions included with the proposal documents, and all Addenda issued prior to execution of the contract. Each Offeror shall carefully study and coordinate the Contract Documents with one another and with any existing work or work under construction, shall examine the site and local conditions, and shall at once report to the Jones Lang LaSalle (the “Program Manager”) any errors, inconsistencies or ambiguities discovered. By submitting a proposal, the Offeror represents that the Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work; that the Offeror has read and understands the proposal documents and the Contract Documents; that the proposal is made in accordance with the Contract Documents; and that the Offeror has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Offeror’s site observations with the requirements of the Contract Documents.

Offerors may request clarification or interpretation of the proposal documents. Any such request must be in writing and must be received by Jones Lang LaSalle at least FIVE (5) days prior to the last date for receipt of proposals. Interpretations, corrections and/or changes of or to the proposal documents will be made by written Addendum only. Any interpretations, corrections or changes of or to the proposal documents, made in any other manner will not be binding upon the Owner, and Offerors may not rely thereon.

Any discrepancy or conflict with the Request for Proposal shall be brought to the attention of the Jones Lang LaSalle and GPISD.

**PRECONSTRUCTION PHASE**

Construction Manager duties during pre-construction phase are, but not limited to the following:

- a. Confirm over all project budget. Prepare detailed cost estimate.
- b. Confirm over all project schedule.
- c. Develop phasing of construction.
- d. Develop an overall management plan and Critical Path Management of critical design and construction dates.
- e. Analysis of building systems.
- f. Review Schematic Design documents.
- g. Review Design Development documents.
- h. Prepare a construction critical path management for the issuance of proposal packages.

**ADDENDA:** Addenda will be mailed and/or faxed to all who are known by the GPISD to have received a complete set of proposal documents, and will be sent to the address of each Offeror furnished by such Offeror for such purposes. In addition, copies of Addenda will be made available for inspection wherever proposal documents are on file for that purpose. Each Offeror shall acknowledge in its proposal its receipt of all Addenda issued. Failure of an Offeror to receive any such Addenda shall not relieve the Offeror from any obligation under its proposal as submitted. All Addenda so issued shall become a part of the Contract Documents.

**FORM OF PROPOSAL:** Proposals shall be submitted on the prescribed form, and all blanks on the proposal form shall be completed, in ink or typewritten, with sums expressed in both words and figures (in case of discrepancy between the two, the amount written in words shall govern). All requested alternates shall be priced, and if no change in the base price is required, the phrase “No Change” shall be inserted into the

appropriate location. Each copy of the proposal shall include the legal name of the Offeror and shall indicate whether the Offeror is a sole proprietor, partnership, corporation or other legal entity. Each copy of the proposal shall be signed by the person or persons legally authorized to bind the Offeror. A proposal by a corporation shall name the state of incorporation of the Offeror, and shall include reasonable evidence of the authority of the person signing the proposal to bind the corporation.

**REPRESENTATIONS AND CERTIFICATIONS: The Proposal Form must be filled out, signed, and returned with your submittal.** RETURN ONE (1) SIGNED ORIGINAL PROPOSAL AND THREE (3) COPIES OF THIS PROPOSAL IN A SEALED ENVELOPE PLAINLY MARKED WITH VENDOR'S NAME, OPENING DATE AND TIME. RETURN PROPOSAL TO TONY INNMON, JONES LANG LASALLE c/o GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT, 2602 S. BELT LINE ROAD, GRAND PRAIRIE, TEXAS 75052.

Offeror shall execute and deliver to Owner with its Proposal, each of the following:

- a. **Contractor's Qualification Statement (AIA Form A305):** Executed counterpart of the Contractor's Qualification Statement, a copy of which is attached to the Proposal Form as Schedule 2.
- b. **Felony Conviction Notification:** Executed counterpart of the Felony Conviction Notification, in the form attached to the Proposal Form as Schedule 2.
- c. **Hold Harmless Agreement:** Executed counterpart of the Hold Harmless Agreement, in the form attached to the Proposal Form as Schedule 3.
- d. **Financial Statements:** Current financial statements of the offeror, as of the most recent calendar (or fiscal) year ended and current monthly income and expense statements for the fiscal year to date, certified by the offeror to be true and correct, to be attached to the Proposal Form as Schedule 4.
- e. **Certificate of Insurance (By Offeror).** Attached to the Proposal as Schedule 6.
- f. **Questionnaire.** A questionnaire in the form attached to the Proposal as Schedule 7.

**Items (a) - (G) above are required by the Owner to adequately evaluate the Offeror's qualifications. Failure of the Offeror to deliver any such items with its proposal shall constitute a basis for rejection of the proposal by the Owner**

**PROPOSAL SELECTION CRITERIA:** Award of the Contract resulting from this solicitation shall be under the selection process described herein. A committee appointed by Owner will evaluate Proposals submitted in response to this solicitation. The five- (5) divisions of selection criteria (“Divisions”) are as follows:

- (A) Relevant Experience and Reputation
- (B) Project Management Ability
- (C) Subcontractor and Supplier Support Capability
- (D) Price Proposal
- (E) Past Performance

Each of the Divisions has been assigned an appropriate weight by the Owner as set forth below. Following an analysis and evaluation of the proposals, ranking of the Offerors will be made based upon the selection criteria. Subjective judgment on the part of the Owner is implicit in the criteria selection process. The selection process permits placing technical considerations above total price. Therefore, the Owner reserves the right to award to other than the lowest proposed price.

Once the Offerors have been ranked, the Owner will begin contract negotiations with the first ranked Offeror. If the Owner is unable to come to terms with the first ranked Offeror, discussions will be terminated and the Owner will proceed to the next ranked Offeror and repeat the process until a contract agreement is reached or all proposals are rejected.

Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate information in technical and price proposals as specified in this Instruction to Offerors.

Within 45 days after the opening of the proposals, the Owner shall evaluate and rank sequentially each proposal submitted in relation to the selection criteria.

**SELECTION CRITERIA:** The Owner will evaluate the proposals submitted based upon the selection criteria more fully described below:

**(A) RELEVANT EXPERIENCE AND REPUTATION 25 Points**

1. Minimum of eight (8) years experience as a contractor with specific experience in education facilities construction projects of the same or similar type, size, nature and class as the Project being bid, including work performed in connection with a school facility, which is occupied, and in use during construction, if applicable. Please attach as Tab A to the proposal a listing of projects accomplished as contractor with description of projects, dates of construction, cost of project, name of owner, project personnel and major subcontractors.
2. A minimum of five (5) representative projects (dollar value) constructed under construction manager-at-risk must be submitted as references to include the project name, architect or engineer, cost of the project and the contact person to include the client’s phone number. Educational Facilities Projects and Construction Manager-At-Risk Projects will receive greater consideration. Attach this information to the proposal as Tab B.
3. The general reputation of the Offeror and the quality of the Offeror’s services, including, without limitation (1) the Offeror’s reliability, capacity, ability, character, experience, reputation, integrity, skill, energy, stability and judgment; (2) the Offeror’s record of timely completion of work, compliance with laws, and warranty service; (3) the Offeror’s personnel and facilities for carrying out the Work; (4) the Offeror’s financial strength; (5) the Offeror’s safety record; and (6) the probability of satisfactory future maintenance, repair, and service to be performed by the Offeror.

**(B) PROJECT MANAGEMENT ABILITY**

**30 Points**

1. The Offeror shall provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Offeror, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Offeror's ability to perform the services. Include this information within the proposal.
  - a. The Offeror shall include a discussion of their total organizational structure. The Offeror shall indicate the qualifications of key personnel, including the project manager and project superintendent, assistant superintendent, project scheduler, estimator assigned to this project and the percentage of the time they will allocate to the project.
  - b. The Offeror shall include a discussion of the methods, tools, or procedures used to schedule the work contemplated under this proposal and shall include the total number of calendar days that are required to complete the scope of the work. Time of completion of the contract is important to the Owner and will be a factor in the consideration of the award of the contract.
  - c. The Offeror shall include evidence of ability to obtain the required bonding, insurance, general liability, and the ability to cover operating expenses. Include pertinent bank, bonding company, and creditor references with account numbers, points of contact, and telephone numbers.
  - d. Each Offeror shall be capable of furnishing payment and performance bonds, each in the amount of 100% of the contract sum. The Surety Company providing the bonds must be approved for the amount of the bonds by applicable laws of the State of Texas and by Owner and licensed to do business in the State of Texas. Compliance with this requirement may be in the form of a notarized letter from the proposed bonding company confirming Offerors ability to obtain the specified bonds.
  - e. The Offeror shall be otherwise qualified and eligible to receive an award under applicable laws and regulations.

**(C) SUBCONTRACTOR AND SUPPLIER SUPPORT CAPABILITY**

**15 Points**

1. The Offeror shall have the capabilities to effectively utilize subcontractors. Describe the Offeror's system for the selection, award and management of subcontractors, and a schedule of proposed subcontractors for this project. Attach this information to the proposal.

**(D) COST CONSIDERATIONS**

**20 Points**

1. The Owner will consider the general conditions and proposed fee as part of its evaluation. The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the proposal documents.
2. Points shall be awarded in this division based upon the total number of proposals submitted, with the lowest proposed amount receiving the highest number of points, and the highest proposed amount receiving the lowest number of points.

**(E) PAST PERFORMANCE**

**10 Points**

1. Any past or ongoing projects with Owner will be considered in the evaluation process, including but not limited to, the following:
  - a. Ability of contractor to remain on schedule.
  - b. Cooperation with Owner and school staff.
  - c. Proper and timely coordination of all trades and support personnel in completing the project.
  - d. Minimum number of major deficiencies on the substantial completion punch list.
  - e. Minimum number of warranty item call backs during the warranty phase.
  - f. Consistent demonstration of commitment to excellence in workmanship.
  - g. Safety record.

# CIVIL AND PLUMBING REPAIR AT REAGAN MIDDLE SCHOOL

## EVALUATION FORM

Construction Manager \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Category	Possible Points	Score	Remarks
Relevant Experience and Reputation	<b>25</b>		
Project Management Ability	<b>30</b>		
Subcontractor and Supplier Support Capability	<b>15</b>		
Price Proposals	<b>20</b>		
Past Performance	<b>10</b>		
<b>Total Points</b>			

**MODIFICATIONS AND PROPOSAL WITHDRAWAL:** A proposal may not be modified, withdrawn or canceled by an Offeror for a period of sixty (60) days after the last date specified for receipt of proposals. Prior to the last date specified for receipt of proposals, a proposal may be modified or withdrawn by notice to the Owner's Program Manager (Jones Lang LaSalle) at the place designated for receipt of proposals. Such notice shall be in writing and executed by the Offeror. If by telegram, written confirmation executed by the Offeror shall be mailed and postmarked on or before the stated time set for receipt of proposals. Any modification shall be worded so as not to reveal the amount of the original proposal. Any proposal withdrawn may be resubmitted within the time designated for the receipt of proposals.

**ACCEPTANCE AND/OR REJECTION OF PROPOSALS:** The Owner may request from Offeror a written interpretation of any term or statement in the proposal that is or appears unclear or subject to more than one interpretation, and may act upon such written interpretation. Conditional proposals will not be accepted. The Owner shall have the right to reject all proposals, to reject a proposal not accompanied by the required security, to reject a proposal that is in any way incomplete, irregular or nonconforming, or to reject a proposal that may otherwise be legally rejected for any reason. To the extent allowed by law, the Owner may waive any informality in any proposal.

Unless the Owner rejects all proposals, the Owner intends to award the Contract to the Offeror that offers the best value to the Owner based on the listed selection criteria. If the Owner is unable to reach a contract agreement with the selected Offeror, the Owner shall terminate further discussions and proceed to the next Offeror in the order of the selection ranking until a contract agreement is reached or all proposals are rejected. Time is of the essence, and the award of the contract to the successful Offeror is expressly conditioned upon (I) the Offeror's execution and delivery of the contract, and delivery of all required payment and performance bonds and evidence of insurance, within ten (10) calendar days after the successful Offeror is notified of the acceptance of its proposal, and (ii) the Offeror's timely fulfillment of any and all other preconditions expressly set forth in the Contract Documents. Should the Offeror fail to timely execute and deliver the contract, required bonds, evidence of insurance, or fail to timely fulfill any other such preconditions, the Owner may, at its option and discretion, without releasing, impairing or affecting its right to receive the security as damages for such failure, rescind the award and thereafter negotiate with and award the contract to the next ranked Offeror, or may reject all proposals. There will be no contractual obligation on the part of the Owner to any Offeror, nor will any Offeror have any property interest or other right in the contract or Work being proposed unless and until the contract is unconditionally executed and delivered by all parties, and all conditions to be fulfilled by the Offeror have either been so fulfilled by the Offeror or waived in writing by the Offeror or waived in writing by the Owner.

Each Offeror by submission of a proposal waives any claims it has or may have against the Architect, its consulting engineers and their employees, or any other consultants, and any trustees, officers, and employees of Owner, connected with or rising out of the proposal administration, proposal evaluation, proposal recommendation, the award of the contract, or the rejection of any proposals.

**INSURANCE & PAYMENT & PERFORMANCE BONDS:** The successful Offeror shall deliver to the Owner, within the time specified in the proposal documents, evidence of insurance and original payment and performance bonds, all in accordance with the requirements set forth in the Contract Documents.

**PREVAILING WAGE RATES:** Grand Prairie Independent School District utilizes the prevailing wage determinations as issued by the U.S. Department of Labor. The Davis-Bacon wage rate determination web site address for the State of Texas is [www.access.gpo.gov/davisbacon/tx.html](http://www.access.gpo.gov/davisbacon/tx.html)

**PERFORMANCE OF CONTRACT:** The successful Offeror will prosecute the Construction Manager-At-Risk Project in accordance with all applicable requirements of Chapter 44 of the Texas Education Code.

**PROPOSAL FORM FOR CONSTRUCTION MANAGEMENT AT RISK  
FOR  
CIVIL AND PLUMBING REPAIRS AT REAGAN MIDDLE SCHOOL  
GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT**

Submitted by: \_\_\_\_\_

Date: \_\_\_\_\_ Phone no.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

To: **Mr. Tony Innmon, Jones Lang LaSalle c/o**  
Grand Prairie Independent School District  
Administration Building  
2602 S. Belt Line Road  
Grand Prairie, Texas 75052

Having examined the Invitation to Offerors and Instructions to Offerors for the Project prepared by **NAME** dated **DATE**; the following is a breakdown of all proposed fees.

In submitting its Proposal, the undersigned agrees to the following:

- (i) Hold Proposal open for acceptance for sixty (60) days.
- (ii) Accept right of Owner to reject any or all Proposals, to waive formalities and to accept the Proposal, which Owner considers most advantageous.
- (iii) By signing this Proposal Form, the undersigned in behalf of the Offeror affirms that, to the best of his knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other respondents in the award of this Proposal.

**I. FEE PROPOSAL Civil and Plumbing Repairs at Reagan Middle School**

**A. PRECONSTRUCTION FEE**

For all pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis the total cost for these services list the lump sum amount you will charge.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

(If the amount is “zero”, enter “.00”, do not enter “no bid”)

**B. GENERAL CONDITIONS**

For all General Conditions, list your proposed cost as a fixed construction cost. Refer to **Schedule “A”** for all required items to be included in the CM’s General Conditions cost.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

(If the amount is “zero”, enter “.00”, do not enter “no bid”)

**General Conditions are based on an estimated project budget of \$2,500,000. This project may be broken into phases.**

**C. FEE**

For overhead and profit, list your proposed fee as a percentage of construction cost.

\_\_\_\_\_ %  
(Percent)

**II. ADDENDA**

Undersigned acknowledges receipt of Addenda Nos. \_\_\_\_\_  
\_\_\_\_\_ dated, 2009.

**IV. PROPOSAL SECURITY – NOT REQUIRED**

Proposal security in the form of a certified check or proposal bond in the amount of five percent (5%) of the Estimated Budget for the Project, is attached hereto, as a guaranty that the Offeror will unconditionally execute a satisfactory contract and furnish the payment and performance bonds, insurance and satisfy all other requirements for execution and delivery of the Contract Documents and commencement of the work constituting the Project (the “Work”).

**V. CONTRACTOR’S PERSONNEL**

The Offeror agrees to employ the following individuals for the entire duration of the Work at the positions indicated, and agrees not to remove them from the Work nor replace them with others except as otherwise allowed in the Contract Documents or approved in writing by Owner:

Project Manager: \_\_\_\_\_

\_\_\_\_\_

Project Superintendent \_\_\_\_\_

\_\_\_\_\_

Assistant Superintendent: \_\_\_\_\_

\_\_\_\_\_

Project Scheduler: \_\_\_\_\_

\_\_\_\_\_

Project Estimator: \_\_\_\_\_

\_\_\_\_\_

**VI. REPRESENTATIONS**

By execution and submission of this Proposal, the Offeror hereby represents and warrants to Owner as follows:

- A. The Offeror has prior experience on construction projects of the same or similar type, nature and class.
- B. The Offeror has read and understands the Proposal Documents and the Contract Documents, and this Proposal is made in accordance with the Proposal Documents.
- C. The Offeror has carefully inspected the Project site, and that from the Offeror’s own investigation, the Offeror has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Offeror has correlated the Offeror’s site observations with the requirements of the Contract Documents. The Offeror

understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and have included such considerations in its construction schedule and the Proposal amount.

- D. To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, Jones Lang LaSalle, the Architect, and their respective trustees, officers, shareholders, directors, partners, agents, contractors, consultants and employees arising out of or in connection with the administration, evaluation or recommendation of any offers; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of the Contract.
- E. The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code.

## **VI. ATTACHED SCHEDULES**

The following Schedules are attached to this Proposal Form and incorporated herein:

- Schedule 1 Contractor's Qualification Statement (AIA Form A305)
- Schedule 2 Felony Conviction Notification
- Schedule 3 Hold Harmless Agreement
- Schedule 4 Financial Statements
- Schedule 5 Proposal Security – Not Required
- Schedule 6 Certificate of Insurance
- Schedule 7 Questionnaire

It is understood that the right is reserved by the Owner to reject any or all Proposals, or waive any informalities in the Proposal process.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Contracting Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
Date

**THIS PROPOSAL FORM MUST BE SUBMITTED BY  
10:30 p.m. February 17, 2009**

**Submit To  
Grand Prairie ISD  
C/O  
Tony Innmon, Jones Lang LaSalle**

**GPISD Administration Building  
2602 S. Belt Line Road  
Grand Prairie, Texas 75052**



**SCHEDULE 1**

**CONTRACTOR'S QUALIFICATION STATEMENT (AIA FORM A305)**

**SCHEDULE 2**

**FELONY CONVICTION NOTIFICATION**

State of Texas Legislative Education Code, Section 44.034, Notification of Criminal History, subsection (a) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states: " A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

**SUSPENSION OR DEBARMENT CERTIFICATE**

Non-Federal entities are prohibited from contracting with or making subawards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all subrecipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, in accordance with Sec. 44.034, Texas Education Code; and
- Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract.

**VENDOR'S NAME:** \_\_\_\_\_

**VENDOR'S ADDRESS & TELEPHONE:** \_\_\_\_\_

**AUTHORIZED COMPANY OFFICIALS NAME:** \_\_\_\_\_

**(Printed)**

**SIGNATURE OF COMPANY OFFICIAL:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SCHEDULE 3**

**HOLD HARMLESS AGREEMENT**

The Contractor shall defend, indemnify, and hold harmless, Grand Prairie Independent School District and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of the Contract for

\_\_\_\_\_  
("Project") designated as Project No. \_\_\_\_\_.

The Contractor shall also defend, indemnify and hold harmless, Grand Prairie Independent School District and all of its trustees, officers, agents and employees, from and against claims by any subcontractor, supplier, laborer, material man or mechanic for payment for work or materials provided on behalf of the Contractor in the performance of the Contract and all such claimants shall look solely to Contractor and not Grand Prairie Independent School District for satisfaction of such claims.

This Hold Harmless Agreement shall be binding upon the undersigned, and its successors, legal representatives, heirs and assigns.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CONTRACTOR:

\_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS     §  
                                  §  
COUNTY OF DALLAS     §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_ of \_\_\_\_\_, a Texas \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**SCHEDULE 4**

**FINANCIAL STATEMENTS (BY OFFEROR)**

**SCHEDULE 5**

**PROPOSED SECURITY (BY OFFEROR)**  
**NOT REQUIRED**

**SCHEDULE 6**

**CERTIFICATE OF INSURANCE (BY OFFEROR)**

## SCHEDULE 7

### **REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER-AT-RISK** **QUESTIONNAIRE**

Please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.

**1. Firm Information:**

Name of firm:

Address of principal's office:

Phone, Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other?):

Year Founded:

Primary Individual to Contact:

**2. Organization**

2.1 How many years has your organization been in business as a Contractor?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

**3. Licensing**

3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

3.2 List jurisdictions in which your organization's partnership or trade name is filed.

**4. Experience**

4.1 List the categories of work that your organization normally performs with its own forces.

4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

4.3 Claims and suits (If the answer to any of the questions below is yes, please attach details).

4.3.1 Has your organization ever failed to complete any work awarded to it?

4.3.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

4.3.2 Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last five years?

4.4 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

4.5 Current work:  
List the major construction projects your organization has in progress, giving the name and location of project, the nature of your selection for the project and the service you are providing (general contractor with bid selection, construction manager with qualification selection and GMP, etc.), owner, architect, contract amount, percent complete and scheduled completion date.

4.6 Work over last 5 years:  
List major projects (particularly educational facilities) constructed by your organization over the last 5 years. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, owner and architect, and the manner in which your organization was selected (bid or RFP or other method).

**5. Financial Information:**

5.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses)
- Net fixed Assets
- Other Assets
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes)
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings)

5.2 Name and address of firm preparing attached financial statement and date thereof.

5.3 Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent – subsidiary).

5.4 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

5.5 Provide name, address, and phone for bank reference.

5.6 Surety: Name of bonding company, name and address of agent.

**6. Experience with, Concepts for working as a Construction Manager-At- Risk.**

6.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Which (one or more) of those projects listed above best exemplify these concepts and experience.

6.2 Cost Estimates

Attach a sample conceptual cost estimate prepared during the design phase of a project, and a sample of the final cost estimate/breakdown used to fix the contract amount for the construction of the same project. (The identity of the project may be concealed. The intent is to see the nature and format of the cost information provided.)

6.3 Fees, General Conditions

Describe how your fee for pre-construction phase services would be. For your services after the GMP, describe how your fee would be calculated. Distinguish between what is included in your fee vs. the cost of the job (general conditions) and the estimated maximum percentage of the total construction cost your fees and general conditions together would comprise.

6.4 Savings

Describe your organization's concept for the disposition of savings realized during construction. Is the full amount returned to the owner?

6.5 Contingencies

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

6.6 Cost Information

Does your firm make all cost information during design and construction available to owner, architect?

**7. Personnel**

Given the scope and schedule of the project, identify the specific Project Manager, Project Scheduler, Estimator, and Superintendent who would work on the project. Provide a resume and references for each individual.

**8. Owner/Contractor Agreement**

We propose to base the Owner/Construction Manager-At-Risk Agreement on the AIA Document A121/CMc-AGC Document 565, 2003 Edition with Amendment AIA A121/CMc-a. Please note any exceptions/issues you would raise relative to this document.

**9. References**

For 6 of the projects listed above (re: item 4.5), identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers) whom we could contact as references re: your organization's services. The references should be for educational projects of comparable scope.

**ATTACHMENT "A"**  
**LIST OF GENERAL CONDITIONS**

**PROJECT:** \_\_\_\_\_

1) Field and home staff administration and supervision based on the Project Schedule:

	<u>Raw Costs</u>	<u>Burden</u>	<u>% of Time</u>	<u>No. of Weeks</u>	
Project Manager	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
Project Engineer	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
Superintendent	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
_____	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
_____	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
_____	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
_____	\$ _____/wk x	_____ % x	_____ x	_____ Wks	= _____
				<b>Total</b>	\$ _____

Indicate the percentage of time your personnel will be dedicated solely to this project:

Project Manager \_\_\_\_\_%      Superintendent \_\_\_\_\_%      Project Engineer \_\_\_\_\_%

- 2) Field Engineering Labor with burden = \_\_\_\_\_
- 3) Field Engineering Equipment and Supplies = \_\_\_\_\_
- 4) Field Project Office = \_\_\_\_\_
- 5) Safety Supervisor Inspections = \_\_\_\_\_
- 6) Temporary Fire Extinguishers and Safety Equipment /Labor = \_\_\_\_\_
- 7) Office Furniture = \_\_\_\_\_
- 8) Office Supplies = \_\_\_\_\_
- 9) Postage = \_\_\_\_\_
- 10) Federal Express/Courier Services = \_\_\_\_\_
- 11) Miscellaneous Printing = \_\_\_\_\_
- 12) Copy Machine and Paper = \_\_\_\_\_
- 13) Office Equipment = \_\_\_\_\_
- 14) Telephone and Fax Service = \_\_\_\_\_
- 15) Personal Computers On Site = \_\_\_\_\_
- 16) Janitorial Services = \_\_\_\_\_
- 17) Vehicle Rental = \_\_\_\_\_
- 18) Vehicle Fuel, Maintenance, Insurance, and Repair = \_\_\_\_\_
- 19) All Risk Builder's Risk Insurance = \_\_\_\_\_
- 20) Liability Insurance(Prorata Share) = \_\_\_\_\_
- 21) Project Scheduling Services = \_\_\_\_\_
- 22) Project Accounting Services = \_\_\_\_\_
- 23) Construction Clean-Up with burden = \_\_\_\_\_
- 24) Final Clean-Up = \_\_\_\_\_
- 25) Dumpster Fees = \_\_\_\_\_
  
- 26) Other \_\_\_\_\_ = \_\_\_\_\_
- 27) Other \_\_\_\_\_ = \_\_\_\_\_
- 28) Other \_\_\_\_\_ = \_\_\_\_\_
- 29) Other \_\_\_\_\_ = \_\_\_\_\_
- 30) Other \_\_\_\_\_ = \_\_\_\_\_

**Subtotal: (Items 2-30)** \$ \_\_\_\_\_

**Maximum General Conditions (Items 1-31)** \$ \_\_\_\_\_

Note: Please indicate with a N/A the items above that, in your opinion, do not apply to this project.  
Please indicate with a "0" (zero) the items above that are included in your fee.

Estimate the following items which will be reimbursed as Cost of the Work:

Construction Manager's P & P Bond Cost \$ \_\_\_\_\_

Building Permit Fees

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

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

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

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer 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 filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire 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 of 10 percent or more?

Yes       No

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

**4**

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

\_\_\_\_\_  
Date

## Non-Collusion Statement

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal.

It is agreed by the undersigned bidder that the signed delivery of this bid/proposal represents the bidder's acceptance of the terms and conditions of this invitation to bid/offer a proposal including all specifications and special provisions.

**Note:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the Grand Prairie Independent School District.

FIRM'S NAME
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NAME OF AUTHORIZED INDIVIDUAL (printed or typed)
--

AUTHORIZED SIGNATURE	DATE
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POSITION WITH COMPANY
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## Felony Conviction Notification

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination contract.”

This Notice Is Not Required of a Publicly Held Corporation

(I) (We), the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

<b>COMPANY NAME:</b>
----------------------

**Check the appropriate box and sign the form.**

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

- My firm is not owned nor operated by anyone who has been convicted of a felony.

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felony: \_\_\_\_\_

Details of Conviction(s):    
---

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

## PROPOSAL CERTIFICATE

This proposer, the below named firm, hereby submits proposal prices as shown for furnishing the items listed herein, delivered in the quality and dimensions specified, and subject to the conditions listed under "Proposal Specifications and Conditions." Proposal prices shown are net and include all charges.

FIRM'S NAME
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ADDRESS
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CITY & STATE
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ZIP CODE
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EMAIL
-------

TELEPHONE
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FAX
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AUTHORIZED SIGNATURE
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DATE
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POSITION WITH COMPANY
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