



ADDENDUM 03

Date: March 9, 2022

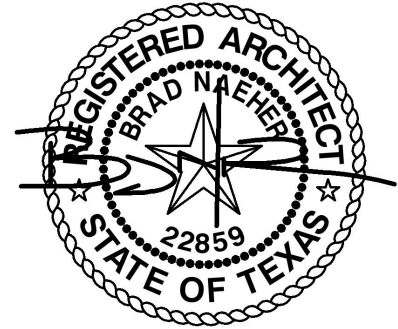
To: All Proposers

From: Schwarz Hanson Architects

Project Name: Gregg County Parking Garage and Office

SHA Project No.: 20011

03.09.2022



This notice shall be considered to be part of the contract documents for the project referenced above. Where provisions of the following supplemental information differ from that contained in the original contract documents, this notice shall govern and take precedence. Proposers are hereby notified to make any necessary adjustments in their estimate on account of this notice. It will be construed that each Proposer's proposal is submitted with full knowledge of all modifications and supplemental data specified therein.

Addendum Items:

Revisions to Division 00 which includes the following:

1. All references to the 'Anticipated Proposal Schedule' have been updated to reflect previous addendum.
2. Part IV Project Description/Scope- selected language regarding preconstruction services has been omitted.
3. Evaluation Criteria has been updated to reflect previous addendum
4. Number of sealed proposal copies required to be submitted has been reduced
5. Exhibit G- selected language regarding preconstruction services has been omitted.
6. Exhibit F-Proposal Form has been revised to reflect request for a Guaranteed Maximum Price
7. Time of Completion owner entity has been corrected
8. Price Schedule has been revised to more accurately reflect GMP pricing
9. Agreement Form has been revised to reference document A133 – 2019 rather than A101 – 2017
10. A revised copy of Exhibit F has been added for proposers use



Revisions to Drawings:

1. Sheet A6.1- Added Door Hardware Schedule

End of Response

GREGG COUNTY PARKING GARAGE AND OFFICE

100 E. METHVIN ST., LONGVIEW, TX 75601

SHA Project Number: 20011

February 18, 2022



PROJECT MANUAL

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23 07 13 - Duct Insulation

23 07 19 - HVAC Piping Insulation

23 08 00 - Commissioning of HVAC

23 09 93 - Sequence of Operations for HVAC Controls

23 23 00 - Refrigerant Piping

23 31 00 - HVAC Ducts and Casings

23 33 00 - Air Duct Accessories

23 34 23 - HVAC Power Ventilators

23 37 00 - Air Outlets and Inlets

23 40 00 - HVAC Air Cleaning Devices

23 54 00 - Furnaces

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23 81 26.13 - Small-Capacity Split-System Air Conditioners

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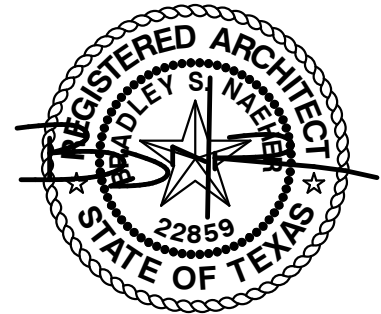
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- 03 35 11 - Concrete Floor Finishes

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- 04 23 13 - Thin Brick
- 04 72 00 - Cast Stone Masonry



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- 05 12 13 - Architecturally-Exposed Structural Steel Framing
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DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

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- 07 19 00 - Water Repellents
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- 07 92 00 - Joint Sealants

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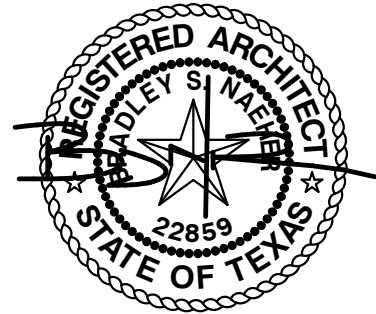
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- 09 91 13 - Exterior Painting
- 09 91 23 - Interior Painting
- 09 96 00 - High-Performance Coatings

DIVISION 10 -- SPECIALTIES

- 10 14 00.01 - Building Signage



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20011 Gregg County - Parking Garage & Office

- 10 21 13.19 - Plastic Toilet Compartments
- 10 28 00 - Toilet, Bath, and Laundry Accessories
- 10 44 00 - Fire Protection Specialties
- 10 56 17 - Wall Mounted Standards and Shelving
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DIVISION 11 -- EQUIPMENT

DIVISION 12 -- FURNISHINGS

- 12 24 00 - Window Shades
- 12 36 00 - Countertops

DIVISION 13 -- SPECIAL CONSTRUCTION

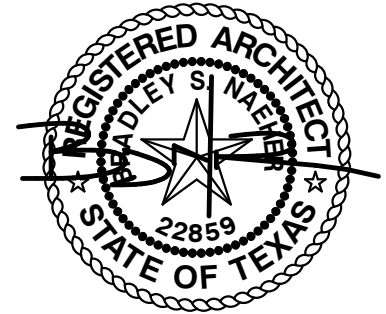
DIVISION 14 -- CONVEYING EQUIPMENT

- 14 24 00 - Hydraulic Elevators

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END OF SECTION



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GREGG CO GARAGE SELECT SPECIFICATIONS

The signatures and seals appearing below is limited to the authentication of the indicated specification sections:

STRUCTURAL (Walker)



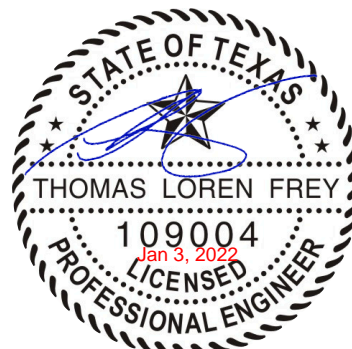
PARKING & SIGNAGE (Walker)



ELECT & PLUM (Walker)



MECH, SELECT PLUM & FIRE (Progressive*)



This item has been electronically signed and sealed by Thomas Loren Frey using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

DIVISION 01 – GENERAL REQUIREMENTS

019113 General Commissioning Requirements*
019114 Commissioning Authority Responsibilities*

DIVISION 02 – EXISTING CONDITIONS

020010 Work Items

DIVISION 03 – CONCRETE

033000 Cast-In-Place Concrete
033816 Unbonded Post-Tensioned Concrete
034500 Precast Architectural Concrete

DIVISION 04 – MASONRY

042200 Concrete Unit Masonry

DIVISION 05 – METALS

051200 Structural Steel Framing
051517 Strand Guardrail
053100 Steel Decking
055000 Metal Fabrications
055213 Pipe and Tube Railings

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

071113 Bituminous Dampproofing
071416 Cold Fluid-Applied Waterproofing
071800 Traffic Coatings
071900 Water Repellents
079233 Concrete Joint Sealants
079500 Expansion Joint Assemblies

DIVISION 09 – FINISHES

099120 Pavement Marking

DIVISION 10 – SPECIALTIES

101400 Signage

DIVISION 11 – EQUIPMENT

111226.03 Control Gates & Vehicle Detectors

DIVISION 21 – FIRE SUPPRESSION

210500	Common Work Results for Fire Suppression*
210523	General-Duty Valves for Water-Based Fire-Suppression Piping*
210553	Identification for Fire Suppression Piping and Equipment*
211200	Fire-Suppression Standpipes*
211300	Fire-Suppression Sprinkler Systems*

DIVISION 22 – PLUMBING

220500	Plumbing Scope of Work
220501	Common Work Results for Garage Area Plumbing
220519	Meters and Gauges for Plumbing Piping*
220553	Identification for Plumbing Piping and Equipment*
220719	Plumbing Piping Insulation*
221005	Plumbing Piping*
221006	Plumbing Piping Specialties*
221116	Garage Domestic Water Piping
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224000	Plumbing Fixtures*

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230593	Testing, Adjusting, and Balancing for HVAC*
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230719	HVAC Piping Insulation*
230800	Commissioning of HVAC*
230993	Sequence of Operations for HVAC Controls*
232300	Refrigerant Piping*
233100	HVAC Ducts and Casings*
233300	Air Duct Accessories*
233423	HVAC Power Ventilators*
233700	Air Outlets and Inlets*
234000	HVAC Air Cleaning Devices*
235400	Furnaces*
236213	Packaged Air-Cooled Refrigerant Compressor and Condenser Units*
238126_13	Small-Capacity Split-System Air Conditioners*

DIVISION 26 – ELECTRICAL

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262000	Low Voltage Electrical Transmission
263213	Engine Gas Generating System - Standby
265000	Lighting

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283112 Fire Alarm

DIVISION 31 – EARTHWORK

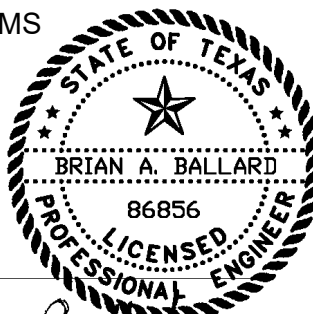
316329 Drilled, Concrete Piers & Shafts

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B. Ballard 01/05/2022

00 21 16

INSTRUCTIONS TO PROPOSERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Request for Proposals follows in this section.

END OF SECTION



REQUEST FOR PROPOSALS

The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying documents are for your convenience in submitting an offer for the enclosed referenced services for:

RFP 2022-09

***Construction Manager at Risk (CMAR)
For
Gregg County Parking Facility Project***

Gregg County, Texas

**CLOSING DAY AND TIME: Sealed response will be received no later than:
2:00 P.M. CST Tuesday, ~~March 15,~~ 2022**

April 5

RETURN RESPONSE TO:
*Gregg County Purchasing Office
101 East Methvin Street, Suite 205
Longview, Texas 75601*

March 24

QUESTIONS regarding this solicitation should be directed to Kelli Davis at (903) 237-2686 kelli.davis@co.gregg.tx.us on or before 2:00 P.M. ~~March 15,~~ 2022. Information in response to any inquiry may be published as an addendum. Addendums can be found on the Gregg County website www.co.gregg.tx.us on the Purchasing Department page.

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**GREGG COUNTY RFP-22-09
CONSTRUCTION OF A PARKING GARAGE AND OFFICE
Anticipated Proposal Schedule**

Issue First Advertisement:	February 16, 2022
Issue Second Advertisement:	February 20, 2022
Issue Third Advertisement:	February 26, 2022
Documents Available to Proposers:	February 21, 2022
Pre-proposal Conference:	March 01, 2022 10:00 A.M. CST
Deadline for Written Questions:	March 03, 2022 March 24 , 2022 at 5:00 P.M. CST
Issue Responses to Questions/Final Addendum:	March 08, 2022 March 29 , 2022
Proposals Due/Open Proposals:	March 15, 2022 April 5 , 2022 at 2:00 P.M. CST
Proposed Award Approval Date:	April 11, 2022 May 2 , 2022

NOTICE OF INTENT

Issue Date: February 21, 2022 8:30am CST

Title: RFP# 2022-09 CMAR for Gregg County Parking Facility Project
(Garage and Offices)

Issuing and Using Agency: Gregg County, Texas
Attn: Purchasing Agent Kelli Davis, NIGP-CPP, CPPB
101 East Methvin, Suite 205
Longview, Texas 75601

Gregg County desires to engage a qualified and experienced construction manager at risk (CMAR) to provide professional construction services for the Gregg County Parking Facility Project and additional services as necessary to build the County's Parking Facility. This document is issued in compliance with the County Purchasing Act, Texas Local Government Code 262.030, and section 2269.251 Subchapter F of the Government Code.

Proposal documents are now posted on the Gregg County Website www.co.gregg.tx.us on the Purchasing Department webpage. Please click on the **Current Bids Tab** to download the RFP document. Only paper responses are allowed for this RFP; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Purchasing Agent.

All documents relating to this Request for Proposals including but not limited to, the RFP document, questions and responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the ***addendums tab*** and available for download by bidders and other interested parties. ***It is the Respondents' sole responsibility to review this site and retrieve all related documents prior to the RFP due date.***

PROJECT IDENTIFICATION: Parking Garage & Offices (Gregg County Parking Facility)

PROJECT ADDRESS: 100 East Methvin Street
Longview, Texas 75601

PROJECT OWNER: Gregg County, Texas
101 East Methvin
Longview, Texas 75601

ARCHITECT: Schwarz Hanson Architects
Architect Tod Hanson
Project Manager Brad Naehr
2570 River Park Plaza, Suite 100
Ft. Worth, Texas 76116
Phone: 817-377-3600

CIVIL: Ballard & Broughton Engineering
3815 Old Bullard Road
Tyler, Texas 75701
Phone: 903-531-8900

MEP: Walker Consultants
2525 Bay Area Blvd, Suite 400
Houston, Texas
Phone: 281-280-0068

STRUCTURE: Walker Consultants
2525 Bay Area Blvd, Suite 400
Houston, Texas
Phone: 281-280-0068

PART I GENERAL

1. **PURPOSE:** Gregg County, hereinafter “Owner”, is seeking proposals from construction firms and/or contractors, hereinafter “Respondent,” “for the construction of a Parking Facility (Garage and Offices) in Longview, Texas, hereinafter “Construction.” The Owner has developed plans and specifications for the Construction to serve the growing needs of its County. It is the intention of Owner to identify a successful Respondent who best meets the requirements of this procurement, as a Best Value Procurement.

2. **DEFINITIONS:** By submitting a response to this solicitation, the Respondent agrees that Owner’s standard Definitions shall govern unless specifically provided otherwise in a separate agreement. Said Definitions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes.
 - 2.1 **Addenda** – Written or graphic instruments issued by the Architect prior to the execution of the Contract that modify or interpret the Proposal Documents by additions, deletions, clarifications or corrections.

 - 2.2 **Contractor** – The successful Respondent, who has been awarded a contract under an Owner solicitation.

 - 2.3 **Owner** – Gregg County.

 - 2.4 **Deliverables** – Goods, products, materials, and/or services to be provided to Owner by Contractor.

 - 2.5 **Proposal** – A complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Proposal Documents.

 - ~~2.6 **Base Proposal** – The sum stated in the Proposal for which the Respondent offers to perform the Work described in the Proposal Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Proposals.~~

 - 2.7 **Alternate Proposal (or Alternate)** – An amount stated in the Proposal to be added to or to be deducted from the amount of the Base Proposal if the corresponding change in the Work, as described in the Proposal Documents, is accepted.

- 2.8 Respondent** – Includes any person or entity who submits a response to an Owner solicitation including a Request for Proposals.
- 2.9 RFP Coordinator** – Gregg County Purchasing Agent Kelli Davis - Sole point of contact for Owner for this procurement.
- 2.10 State** – State of Texas.
- 2.11 Unit Price** – An amount stated in the Proposal as a price per unit of measurement for materials or services as described in the Proposal Documents.
- 3. INSURANCE:** The Respondent shall meet or exceed ALL insurance requirements set forth in **EXHIBIT A**, Minimum Insurance Requirements.
- 4. EXHIBITS:** Attachments A through I herein are made a part of this solicitation.

Exhibit A – Minimum Insurance Requirements

Exhibit B - Form 1295 - Certificate of Interested Parties

Exhibit C – Conflict of Interest Questionnaire

Exhibit D - Non-Collusion Affidavit

Exhibit E – Respondent Contractor Pre-Award Certification

Exhibit F – Cost Proposal Form

Exhibit G – Respondent Qualifications Form

Exhibit H – Acknowledgement of Addenda

Exhibit I – Change Form

- 5. QUESTIONS:** The RFP Coordinator is the sole point of contact for this procurement from advertisement through award. All communication between the Respondent and Owner upon release of this RFP shall be with the RFP Coordinator as follows:

Respondents shall be solely responsible for examining the RFP Documents, including any and all addenda or vendor questions and answers that may be issued. Any addenda or Q&A's will be posted on the Gregg County website at www.co.gregg.tx.us – Click

Departments, Click Purchasing, Click Bids/Addendums, then scroll to this RFP and click on it. Bidders are solely responsible for checking this site regularly throughout the bid process to review any addenda.

It is the Respondent's responsibility to:

- a. Examine and carefully read the RFP documents, including any addenda, attachments, drawings and other information or data identified in all the RFP documents.
- b. Attend the pre-bid conference (not mandatory), visit the project site and become familiar with the conditions that may affect the fees required to be submitted with the Respondents proposal.
- c. Be familiar with and aware of all Federal, State and Local laws and regulations that may affect the cost, progress or performance of work.
- d. Notify Owner in writing of conflicts, errors, ambiguities, or discrepancies that Respondent discovers in the RFP document and attachments.

Kelli Davis, NIGP-CPP, CPPB
Gregg County Purchasing Agent
101 East Methvin, Suite 205
Longview, Texas 75601

Email: kelli.davis@co.gregg.tx.us

Phone: 903-237-2686

6. **OTHER COMMUNICATION:** Any other communication will be considered unofficial and non-binding on Owner. No authority is intended or implied that specifications may be amended or alterations accepted prior to proposal opening without written approval of the RFP Coordinator. Respondents are to rely on written statements issued by the RFP Coordinator only.
7. **UNSOLICITED COMMUNICATION:** To ensure the fair evaluation of a solicitation, Owner prohibits unsolicited communication initiated by the Respondent to an Owner representative evaluating or considering the solicitations prior to the time a decision has been made. Communication between the Respondent and Owner will be initiated by the RFP Coordinator in order to obtain information or clarification needed to develop an accurate evaluation of the solicitation. Unsolicited communication may be grounds for disqualifying the offending Respondent from consideration for award.
8. **PROPOSAL SUBMISSION REQUIREMENTS:** Respondents shall send ^{(4) four} ~~(7) seven~~ sets of SEALED proposals: one with original signatures and ^{three (3)} ~~six (6)~~ copies. Respondent shall also submit one flash drive (jump, thumb) with a copy of their proposal packet downloaded. All shall be sealed, labeled and mailed/hand delivered to the address below

by the closing date specified. A facsimile transmission is not an acceptable response to this RFP Process and will not be considered.

Gregg County Purchasing Department
Kelli Davis, NIGP-CPP, CPPB, Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601
Located on the 2nd floor of the Gregg County Courthouse

9. **PUBLIC BID OPENING:** Gregg County will open proposals at the Gregg County Courthouse in the Gregg County Sheriff's Office, Training Room 5th floor, 101 E. Methvin Suite 559, Longview, TX 75601 at 2:00PM CST ~~March 15, 2022~~. Respondents, their representatives and interested persons may be present. **Gregg County will not accept any proposals that have proposal pricing changes, notes, or any information on the outside of the envelope. Contractors shall not make any last minutes changes by noting them on the outside of the envelope. In the event this happens, Gregg County will not consider and will reject the Contractors entire proposal.**
10. **LATE BIDS/SUBMITTALS/PROPOSALS:** Any responses received after the date and/or hour set for in this RFP document will not be accepted. The late Respondent will be notified and will advise the Gregg County Purchasing Agent as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization.
11. **MAIL & DELIVERY OF BIDS/SUBMITTALS/PROPOSALS:** If responses are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the RFP to the Purchasing Department before the advertised due date and time. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the RFP opening, responses thus delayed will not be considered and will be disposed of as authorized.

April 5

PART II
LAWS, REGULATIONS, AND MANDATORY REQUIREMENTS

1. FUNDING

1.1 The Construction is being facilitated by governmental funds. Project Funding will be provided by the use of a mix of cash reserves with possible tax notes and/or Grant funding. Use of these funds requires the Owner and the successful Respondent to administer the program within the guidelines and comply with all applicable government regulations and requirements including all grant requirements.

1.2 Any contract awarded as a result of this procurement is contingent upon the availability of funding.

1.3 Estimated budget is \$12,500,000.00 (Twelve million five hundred thousand dollars).

2. LAWS, PERMITS AND LICENSES: The successful Respondent shall comply with all federal, state, county and municipal laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Contract, including, but not limited to, the laws referred to in the Contract and other Contract documents. Upon request, the successful Respondent shall furnish to Owner certificates of compliance with all such laws, ordinances, rules, regulations and orders. The successful Respondent shall be responsible for obtaining and keeping current all necessary federal, state and local permits and licenses required for performance under the Contract.

3. CONFLICT OF INTEREST: Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is **EXHIBIT C**. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's offer.

4. ACCESS TO RECORDS: In special circumstances, the successful Respondent may be required to allow duly authorized representatives of Owner access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by firm.

5. **ASSIGNMENT:** The successful Respondent shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written consent of Owner.
6. **PROCUREMENT PRINCIPLES AND STANDARDS OF CONDUCT:** Prohibited Acts of Contractors include:
 - 7.1 A Contractor, and its officers and employees, must arrive at its response to any Owner procurement independently and without consultation, communication, or agreement for the purposes of restricting competition.
 - 7.2 A Contractor, and its officers and employees, may not have a relationship with any person, at the time of submitting its response to any Owner procurement or during the contract term, that may interfere with fair competition.
 - 7.3 A Contractor, and its officers and employees, may not participate in the development of specific criteria for award of the contract, nor participate in the selection of the response to be awarded the contract.
7. **SALES TAX:** Owner is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Owner claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Tax Exemption Certificates will be furnished upon request. Respondents shall not include said taxes in their proposal.
8. **CONTRACTOR STATUS:** Contractor is an independent contractor of the Owner, and all persons employed to furnish services or to perform work hereunder are employees, agents or sub-contractors of Contractor and not of Owner. No provision of this agreement shall be construed to give rise to a partnership, joint venture, agency, employer/employee relationship, or any relationship between contractor and Owner other than that of principal and independent contractor.
9. **SUCCESSFUL RESPONDENT:** Successful respondents shall defend, indemnify, save and hold harmless Owner or its designee and its officers, directors and employees from any and all suits, claims, actions, losses, damages, liability and expenses, including attorney's fees arising from any negligent or willful act, error, omission or misrepresentation of Contractor or his employees, agents (including subagents) or servants. The provisions of the subparagraph shall continue and be ongoing in any contract resulting from this RFP.
10. **CONTRACTING AUTHORITY:** Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Owner. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Owner, or to agree to any type of

supplemental agreements or contracts for goods or services. Contracts are subject to review by the Owner's attorney prior to signature by the authorized County official.

- 11. DISADVANTAGED BUSINESS ENTERPRISES (DBE):** Owner is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The Owner, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Owner shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.
- 12. REQUEST FOR INFORMATION/CLARIFICATIONS:** Owner reserves the right to request clarification of information submitted to one, all or some respondents and to request additional information of one, all or some Respondents. Owner reserves the right to request Best and Final Offers from Respondents.
- 13. CONFIDENTIALITY DURING EVALUATIONS:** All qualification documents submitted as part of the Respondent's offering will be deemed confidential during the evaluation process.
- 14. ETHICS/GRATUITIES:** Owner may, by written notice to the Awarded Respondent, cancel any contract without liability to Awarded Respondent if it is determined by Owner that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any officer or employee of Owner with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Owner pursuant to this provision, Owner shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Awarded Respondent in providing such gratuities.
- 15. COMPLIANCE WITH RFP TERMS:** Respondents are cautioned that exceptions to these terms, conditions, and attachments may result in rejection. Any awarded respondent will be expected to execute a contract separate from this document but includes this document as part of the contract.
- 16. NON-RESPONSIVE / PROPOSAL REJECTIONS;** Proposals may be deemed non-responsive, among other reasons, for any of the following reasons:

1. Proposals containing inconsistencies
2. Unbalanced value of terms
3. It is in the best interest of Owner to reject
4. Funding issues
5. Respondents may be disqualified and not considered, among other reasons, for any of the following specific reasons:
 - Reason for believing collusion exists among the Respondents.
 - Reasonable grounds for believing that any Respondent is interested in more than one submission for the work contemplated.
 - The Respondent being interested in any litigation against the county.
 - The Respondent in arrears on any existing contract or having defaulted on a previous contract.
 - Lack of competency as revealed by a financial statement, experience.
 - Respondents shall not owe delinquent property tax in Gregg County.
 - Respondent past performance record with Owner.
 - Limited competition.

PART III INSTRUCTIONS

1. ANTICIPATED PROPOSAL SCHEDULE

Documents Available to Proposers	February 21, 2022 8:30, CST
Pre-proposal Conference	March 01, 2022 at 10:00 A.M. CST
Deadline for Written Questions	March 03, ^{March 24,} 2022 at 5:00 P.M. CST
Issue Responses to Questions/Final Addendum	March 08, ^{March 29,} 2022
Proposals Due/Open Proposals	March 15, ^{April 5,} 2022 at 2:00 P.M. CST
Proposed Award Approval Date	April 11, ^{May 2,} 2022

1.1 Owner reserves the right to revise the above schedule.

1.2 All questions regarding the RFP shall be submitted in writing by 5:00 p.m. by the due date noted above. Questions shall be submitted to Owner’s RFP Coordinator identified in Page Number 3 and 14, of the RFP.

2. PROPOSAL DUE DATE AND TIME

2.1. **Signed and sealed proposals** are due to Owner no later than 2:00 p.m. CST. on the date noted above. The envelope or package must show the return address, project title, "SEALED PROPOSAL” and the following address:

Gregg County
Attn: Purchasing Agent Kelli Davis
101 East Methvin, Suite 205
Longview, Texas 75601

2.2. Any proposal that is received at the address above after the time and date established above is a late proposal and will not be considered. All such proposals will be returned unopened to the Respondent via direct mail. Envelopes received by Owner which do not contain adequate proposal identification information on the outside of the envelope will be opened for the purpose of ascertaining proper proposal identification information and will be processed as any other proposal. If a proposal has incorrect information on the envelope, e.g., wrong opening date, which results in it not being considered in making the award, the proposal will be considered as an invalid proposal and will not be accepted. Any proposal that is not signed is not a

valid proposal and is disqualified from consideration. If a proposal is submitted in which there is a material failure to comply with the specification requirements, such proposal will be rejected.

3. SPECIFICATIONS AND PLANS FOR THE PROJECT: Specification and Construction Documents can be requested by contacting:

Josh Cristy
Schwarz Hanson Architects
josh@schwarz-hanson.com
(817) 377-3600

3.1 When requesting by email please provide: Company Name, GC/Trade, Representative Name, Position/Title, Email, Phone, Address.

3.2 Complete sets only are available. Those who request a set of Proposal Documents will be on the registered plan holders list and are to receive subsequent correspondence and addenda. Documents may also be downloaded directly from the county website at www.co.gregg.tx.us – click departments – click purchasing – click Bids/Addendums and scroll to RFP 2022-09 and click on it.

4. PROPOSALS

4.1 Acceptance/Rejection: Owner reserves the right to accept or reject any or all submittals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Gregg County Commissioners Court. Owner makes no warranty or guarantee that an award will be made as a result of this RFP. Owner also reserves the right to waive informalities or defects in proposals, excluding mandatory requirements, or to accept such proposals, as it shall deem to be in the best interest of Owner.

4.2 Addenda: Owner reserves the right to modify, waive any formalities or minor technical inconsistencies and delete any requirement, excluding mandatory requirements, from this RFP prior to the date and time of the proposal deadline. Any modifications, waivers, interpretations, corrections or changes to the RFP shall be made by written addenda. Sole issuing authority of addenda shall be vested in the RFP Coordinator. Addenda shall be sent to all who are known to have received a copy of the RFP and post the addenda on the Gregg County Website. All such addenda become, upon issuance, an inseparable part of

the RFP, and must be met for the Respondent's proposal to be considered. All Respondents shall acknowledge receipt of all addenda by completing EXHIBIT H, Acknowledgement of Addenda, and submitting the acknowledgement with Respondent's proposal. Material or cardinal changes to the RFP after the proposals are opened may result in cancellation to the procurement process without award. No oral representations as to the meaning of the RFP will be made to any Respondent. Any explanation desired by a Respondent must be submitted in writing. (see questions deadline) Any changes, interpretations, or corrections to this document will be made by addenda. Addendums can be found on the Gregg County website at www.co.gregg.tx.us on the Purchasing Department Page under the tab labeled "Bids/Addendums".

4.3 Content: Representations made by Respondent within its proposal will be binding. Any proposal that fails to comply with the requirements contained in this RFP may be rejected by Owner. Respondents taking exception to the specifications, terms and conditions in the RFP and/or offering substitutions shall submit these exceptions and/or substitutions as part of the proposal

4.4 Preparation: Respondents submit proposals at their own risk and expense. All proposals and their accompanying documentation will become the property of Owner. Costs of preparation of a response to this request are solely those of the Respondent including but not limited to any expenses incurred for interviews, presentations or negotiations. Owner assumes no responsibility for any such costs incurred by the Respondent. The Respondent also agrees that Owner assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

4.5 Respondent Changes to RFP Submittal: Respondent may make any corrections, deletions, or additions to proposals in writing prior to the date and time of the proposal deadline. The Respondent shall submit substitute pages in the appropriate number of copies with a letter documenting the changes and the specific pages for substitution. The signature on the letter must be original and of equal authority as the signature on the original proposal. No oral, telephone, fax, e-mail, or other electronically transmitted corrections, deletions, or additions shall be accepted. Respondent may not alter or amend proposals after proposals are opened. A Respondent may reduce its price provided that the Respondent is the lowest and best Respondent and is otherwise entitled to award.

4.6 Withdrawal: A proposal shall not be withdrawn or canceled by the Respondent unless the Respondent submits a letter prior to the date and time of the proposal deadline. The signature on the withdrawal letter must be original and must be of equal authority as the signature of the proposal.

5. PRE-PROPOSAL CONFERENCE (not mandatory)

5.1. Owner shall conduct a pre-proposal conference for all prospective Respondents to ask questions regarding the RFP. Attendance is highly encouraged, but not mandatory. Respondents are encouraged to submit questions, prior to the pre-proposal conference, to RFP Coordinator Kelli Davis at Kelli.Davis@co.gregg.tx.us.

Gregg County Courthouse
Gregg County Sheriff's Office
Training Room 5th floor
101 E. Methvin Suite 559
Longview, TX 75601

5.2. Questions and answers arising at the pre-proposal conference will be documented and Owner will distribute minutes of the meeting to registered attendees of the pre-proposal conference and registered plan holders.

6. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the Respondent to review the entire invitation to Proposal packet and to notify the RFP Coordinator if the specifications are formulated in a manner that would restrict competition or appear ambiguous. Respondents are to propose as specified herein or use an approved equal. The mention of any brand name in the features and requirements that Owner is seeking is not intended to restrict other equal materials or products from being used.

EXCEPTIONS/SUBSTITUTIONS: All proposals meeting the intent and requirements of this RFP shall be considered for award. Respondents taking exception to the specifications, terms and conditions or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and Owner shall hold the successful Respondent responsible to perform in strict accordance with the specifications, terms, and conditions of the contract. Owner reserves the right to accept any and/or none of the exception(s) /substitution(s) as deemed to be in the best interest of Owner.

7. HOLD HARMLESS AGREEMENT: The Respondent shall indemnify and hold Owner harmless from all claims for personal injury, death, and/or property damage resulting directly or indirectly from Respondent's performance. Respondent shall procure and maintain, with respect to the subject matter of this proposal, appropriate

insurance coverage as specified. Certification of such coverage must be furnished with the proposal.

PART IV. PROJECT DESCRIPTION/SCOPE

Owner intends to select a CMAR (Construction Manager at Risk) that has the capabilities and experience to perform ~~comprehensive~~ CMAR services throughout ~~all design and~~ construction phases of this Project. Owner, in its desire to construct a Parking Facility, seeks a firm or qualified professional construction manager at risk to perform the following services, including but not limited to:

GENERAL SERVICES:

The CMAR will be required to work with the Architect, Owner, and other applicable regulatory agencies ~~to advance the design for the Project and~~ to construct the ^{previously} approved design). ~~The CMAR will be required to engage in preconstruction efforts to perform constructability reviews of the design in a manner consistent with Owners goals for the Project (e.g., programmatic, budgetary, schedule and quality);~~ to solicit competitive trade bids for the construction work and to develop an acceptable Guaranteed Maximum Price (GMP) and corresponding scope and schedule for the Work; and to implement the requisite construction and other work necessary.

- ~~1. CMAR shall review the drawings and specifications relative to bid packages. Develop bid package requirements in accordance with Sections 2269.255 and 2269.256 of the Texas Government Code. Schedule and conduct pre-bid conferences. Review and analyze bids in accordance with Sections 2269.255 and 2269.256 of the Texas Government Code. Update Project budget and schedule consistent with actual bids. Provide a Guaranteed Maximum Price proposal for the Project that will include all requirements as set forth in the resulting contract. CMAR must possess the ability to foster and facilitate team building/partnering concepts between owner representation, outside agencies, design teams, contractors, and the public which will encourage an open exchange of information and ideas throughout the project.~~
2. CMAR must be able to attend regular, special and emergency meetings, including but not limited to, ~~bid related meetings and~~ conferences when required or requested by Owner.
3. CMAR should be able to prepare and/or review and evaluate reports and documents as requested by Owner, or any regulatory agency, as required.
4. CMAR should be able to review of all correspondence referred by Owner, and prepare correspondence on behalf of Owner, as required.
5. CMAR will be required to confirm the Construction in accordance with the RFP Documents.
6. CMAR will provide all construction management services necessary to implement the project, inclusive of but not limited to the following: all materials, management, personnel, equipment, hazardous material abatement, supervision, labor and other services necessary to finish the project.
7. At the time the 100% Construction Documents are issued, the CMAR shall develop a comprehensive Guaranteed Maximum Price (GMP) based on competitive bids of all major subcontracts, suppliers, and vendors for approval by Owner.

8. The GMP proposal to the Owner should include a line item construction budget, a detailed schedule, a workforce utilization plan. In the event Owner does not agree with the GMP or schedule presented for this project, Owner shall have the right to terminate the Contract with CMAR. The GMP should include any approved changes due to value engineering.
9. The CMAR shall assist in reviewing Owner's Technology, Security, Equipment and Furnishings procurement and any installation schedule affecting the construction schedule.

PRE-CONSTRUCTION PHASE SERVICES

~~The CMAR will be required to work with the Architect, Owner, and other applicable regulatory agencies to construct the approved design. The CMAR will be required to engage in preconstruction efforts to perform constructability reviews of the design in a manner consistent with Owner's goals for the Project (e.g., programmatic, budgetary, schedule and quality); to solicit competitive trade bids for the construction work and to develop an acceptable Guaranteed Maximum Price (GMP) and corresponding scope and schedule for the Work; and to implement the requisite construction and other work necessary.~~

The selected CMAR will also perform the following services (including but not limited to):

1. The CMAR will provide a list of Value Engineering options along with every estimate provided. The CMAR will also include a corresponding value for each item listed. Once the GMP is developed, the CMAR will assist Owner and architect in providing a detailed list of Value Engineering options and associated estimated credits. The CMAR shall participate as a project team member to help drive value Owner thru this process. The CMAR will maintain a Value Engineering Log that will be updated regularly throughout the design and bidding process.
2. Review 100% Schematic Design and prepare estimate of construction costs and schedule.
3. Review preliminary material specifications and design details. Advise in writing to Owner on constructability, availability of materials, long lead times and alternate methods and/or materials. Assist in the preparation of a list of materials that are in Owners best interest to purchase directly.
4. Prepare preliminary project baseline schedule that shows key project milestones, release dates for long lead items, dates for key subcontractors, and substantial and final completion estimations.
5. Prepare Construction Management Plan that includes, but is not limited to, noise control, hours for construction and deliveries, trash and debris removal plan, traffic and parking control, signage, communication procedures, emergency procedures, quality control procedures, dust control, public street repairs, erosion control, tree

- protection plan, temporary fire protection measures, project signage, pest control, and construction staging plan.
6. Recommend in writing alternative methods/materials to enhance the schedule, reduce cost, and facilitate construction including take-offs of any County furnished material or labor.
 7. Identify materials for pre-purchase and make recommendations on schedule and costs.
 8. Based on revisions made to Schematic Design, update construction cost estimates as necessary to ensure the budget is maintained.
 9. The CMAR shall provide such preconstruction services required to advance the project. These services shall include, but are not limited to, archeological studies, geotechnical testing, materials or site testing and or conditions assessments,
 10. The CMAR will be responsible for preparing and submitting trade permit applications that are necessary for the construction of the project. The CMAR shall update Gregg County of each permit.
 11. Review site conditions and make suggestions on observations based on CMAR's experience with projects of similar size and scope.
 12. ~~The CMAR will promote and generate interest of local and regional subcontractors, material suppliers, and other service providers.~~
 13. At least three (3) potential subcontractors shall be identified for each trade unless Owner has contracted vendors available (ie security vendor).
 14. Owner will review the proposed bidders list and advise the CMAR of its acceptance or rejection of any proposed supplier/subcontractor.
 15. The CMAR shall encourage the participation of Local, Small, and Disadvantaged Business Enterprises including Minority and Women Owned Companies.

CONSTRUCTION PHASE SERVICES (Minimum Required)

1. Manage the GMP DOCUMENTATION, including:
 - a. Detailed quantity surveys, pricing.
 - b. Procurement strategy and implementation.
2. Establish the BUDGET BY BID PACKAGE
 - a. Prepare a detailed SCHEDULE derived from detailed quantities for each bid package to satisfy milestones.
3. SITE UTILIZATION STUDY
 - a. Coordinate mobilization and plan logistical requirements.
 - b. Project office and material staging locations. Ingress, egress.
 - c. Security requirements of Owner.
4. Prepare SUBCONTRACTOR BID OR PROPOSAL PACKAGES, including:
 - a. Project Manual, outlining the requirements of the construction.
 - b. Schedule (by bid or proposal package interface).

- c. Detailed scope of work.
 - d. Detailed document listing.
 - e. Proposal forms for each bid or proposal package.
 - f. Insurance requirements.
 - g. Bonding requirements.
 - h. Other special requirements.
5. CONDUCT PRE-BID MEETINGS for each bid or proposal package, addressing:
- a. Project requirements.
 - b. Document review for specific questions.
 - c. Sequence/schedule review.
 - d. Site restrictions.
 - e. Other questions raised during discussions.
6. RECEIVE BIDS:
- a. Generate interest in vendors/contractors.
 - b. Advertise or solicit for bids/proposals.
 - c. Conduct bid/proposal openings.
 - d. Receive bids on all portions of the work, with the exception of work specifically approved by the Owner in advance when appropriate to schedule or logistics.
 - e. Prepare tabulations for each bid or proposal package.
 - f. Review proposals for compliance with contract documents.
 - g. Review apparent low vendor's qualifications, past experience and liquidity.
7. CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:
- a. Conduct pre-award meetings.
 - b. Review schedule of values.
 - c. Review subcontractors' general conditions.
 - d. Review scope of work.
 - e. Identify shop drawing requirements.
 - f. Perform document review and specifications review.
 - g. Establish quality requirements and standards.
 - h. Review sequence and schedule.
 - i. Identify accounting requirements.
 - j. Review insurance requirements.
 - k. Review safety and security requirements.
 - l. Recommend award of contracts in written form for review and approval to the Owner/Architect indicating both the amount of the subcontract.
8. PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS:
- a. Establish site organization, including work and storage areas.
 - b. Establish jobsite management organization and jobsite procedures.

- c. Maintain daily log for jobsite record.
 - d. Monitor construction cost and projections.
 - e. Prepare and maintain cash flow projection for Owner.
 - f. Monitor and maintain quality control.
 - g. Equipment and material control.
 - h. Provide and monitor overall progress and short interval scheduling.
 - i. Prepare billings and progress payments.
 - j. Conduct subcontractor coordination meetings.
 - k. Provide coordination between subcontractors.
 - l. Prepare and receive requests for information.
 - m. Prepare agendas and conduct weekly safety and progress meeting.
 - n. Establish subcontractor progress payment procedure for processing and payment.
 - o. Monitor subcontractor pay applications.
9. MONTHLY REPORT:
- a. Summarize project financial status.
 - b. Review and summarize past month's construction performance.
 - c. Project the coming month's construction activities.
 - d. Present status report on change orders, delays and time extensions.
 - e. Identify problems that threaten construction quality, cost and schedule.
10. CHANGE ORDER CONTROL:
- a. Implement system for change orders.
 - b. Review change order requests from subcontractors.
 - c. Negotiate change orders with subcontractors.
 - d. Submit recommendations to Owner.
 - e. Review change requests from subcontractors that affect contingency and allowance funds.
 - f. Submit recommendations to Owner.
11. Coordinate schedule and assist independent testing and inspection agencies selected by the Owner, involving the following work:
- a. Underground piping, Soils, Concrete, Rebar, Miscellaneous steel, Structural steel, Mechanical systems.
 - b. Electrical.
 - c. Life safety systems.
 - d. Energy management systems
 - e. Others as required
 - f. Work with area superintendents of subcontractors.
 - g. Prepare operations to minimize quality control problems.
 - h. Require formalized quality management program from subcontractors:
 - i. Ensure conformance to Project's quality standards previously established.

- j. Follow-up to assure correction of deficiencies on test reports.

12. AUDITS:

- a. The Owner will retain the right to audit any or all accounting records of this Project upon demand for up to two years after final completion of the work or final acceptance of the work by the Owner, whichever is later.
- b. The audits may include, without limitation, all cost reports, payment application documentation, check registers, any or all payments made to subcontractors, companies or individuals, for all work, supplies, equipment, and other items and activities associated with this Project.
- c. One of the purposes of the audit is for the Owner to have a complete accounting of all costs.
- d. The accounting method must clearly show the breakdown of the following as a minimum: Unit and material cost, Invoices, Specific wage rates for all trades, Contractor's fee, Insurance and bond costs, Equipment and tool rental costs.
- e. Any other documentation required or requested Audits may occur at regular or irregular intervals. The Construction Manager must be able to provide documentation required upon request within 24 hours during the duration of the Project and for the time frames thereafter as required under the Texas Record Retention laws.

13. JOB SAFETY OBJECTIVES:

- a. Conduct weekly safety meeting: - Implement Project safety requirements.
- b. Review subcontractor safety programs.
- c. Subcontractor conformance, initiate knowledge of OSHA requirements: Subcontractor responsible for costs and damages.
- d. Submission of accident and injury reports.
- e. Maintain safety meeting minutes.
- f. Inform subcontractors of procedures.
- g. Enforce alcohol and drug programs by subcontractors. - Implement and maintain clean-up.
- h. Fully administer the CMAR's Safety Program, COVID-19 Protocol plan and perform all obligations in accordance with applicable laws, rules, regulations, including Federal Occupational, Safety and Health Act, Clean Air Act, Federal Water Pollution Control Act and the American with Disabilities Act, CDC, State and local AHJ Covid-19 requirements and guidelines.

14. JOBSITE SECURITY FUNCTIONS:

- a. Monitor and control employee, vendor and public access to the jobsite.
- b. Monitor and control material and equipment deliveries to the jobsite.
- c. Monitor and control material and equipment being removed from jobsite through a material release form.

- d. Monitor and control site traffic.
- e. Monitor and perform periodic checks for alcohol and drugs.
- f. Monitor and control tools.
- g. Monitor material storage.
- h. Monitor trailers and all equipment within.
- i. Monitor and control employee, vendor theft. •

POST CONSTRUCTION PHASE SERVICES:

1. Final acceptance by the Owner is conditioned on completion and submission of all items:
 - a. Provide operating and maintenance manuals.
 - b. Secure and assemble warranties or guarantees.
 - c. Provide check-out of equipment.
 - d. Instruct operating personnel in equipment operating and maintenance procedures.
 - e. Assist in actual start-up of equipment.
2. Implement close-out procedures and ensure requirements are met:
 - a. Subcontractors' and vendors' final payment.
 - b. Resolution of claims
 - c. Final change orders
 - d. Assist Owner in enforcement of warranties or guaranties.
 - e. Conduct walk-through with Owner and Contractor.

PART V. BEST VALUE EVALUATION, QUALIFICATIONS AND CRITERIA & SELECTION

Proposal Evaluations will be made in Compliance with section 2269.254 of the Government Code. All proposals received will be evaluated based on the Best Value for Owner. In determining Best Value, Owner will consider the following,

1. **Purchase and Price Terms:** The Respondent will complete the Proposal Sheet with accurate pricing for the services requested;
2. **Financial Capacity:** The Respondents must demonstrate its ability to financially undertake the project. The successful Respondent must demonstrate that it has a stable history in the commercial building industry and the resources to carry out the Project, satisfy bonding requirements, cash flow requirements, etc.
3. **Experience with Similar Projects:** The Respondents must demonstrate experience with the construction of parking garages, commercial type offices, government buildings and public buildings of a similar nature and with similar construction requirements, etc. The Respondent must demonstrate its understanding of the key components and factors, which are necessary for expeditious and cost effective garage and office building construction. Inclusion of completion date, location, budget, scope, and Architect and Owner contact references of completed, similar projects will be required to support technical merit of this factor.

4. **Experience of Respondents Personnel:** The Respondent must demonstrate that personnel to be assigned to the project have adequate experience on similar projects performing the task assigned to them. Additionally, Respondents need to clearly illustrate their project management techniques and approaches, including scheduling, funds/budget management, change order controls, safety plans, communication and documentation, jobsite management, etc.
5. **Project Schedule:** The estimated timeframe for completion of the Gregg County Parking Garage and Office is 400 calendar days. The Respondent must outline its proposed project schedule and provide its proposed calendar days for project completion, from Notice to Proceed until Substantial Completion. A demonstration of the Respondent's ability to meet or exceed the estimated time requirement and an illustration of the Respondent's familiarity with the project through a graphic schedule and other information will enhance the Respondent's response to the Technical Merit of this factor.
6. **Interviews/Presentations:** Respondents may be required to make an oral presentation to the evaluation committee to further present their qualifications. These presentations shall provide the Respondent the opportunity to clarify their response and ensure a mutual understanding of the Service to be provided and the approach to be used. In addition, the evaluation committee may visit the Respondent's facility. Owner reserves to right to make a selection without an interview/oral presentation. All costs incurred by Respondent for the interview/presentations will be the sole responsibility of the Respondent. After any such presentation, submittals may be evaluated and scored again. Owner reserves the right at its sole discretion to determine if interview/presentations are in the best interest of the Owner and is under no obligation to request interviews/presentations from all Respondents.
7. **Acceptance:** Submission of a proposal implies the Respondent's acceptance of the evaluation criteria and Respondent's recognition that subjective judgments must be made by the evaluating committee.
8. **Proposal Validity:** All proposals submitted are to be valid for a period of thirty (30) days.
9. **Evaluation Criteria:** The award of the contract shall be made to the responsible Respondent whose proposal is determined to be the best evaluated offer taking into consideration the following, including the criteria set forth in Section 2269.055 of the Government Code.

Evaluation Criteria	Percentage
Qualifications/Business Capabilities (financials/litigation/safety record/references/forms completion etc.)	10 % 16%
Cost proposal price	50 % 37%

Experience with Similar Projects & Personnel	-30% 37%
Ability of Respondent to Perform within the Desired Timeframe/Proposed Schedule	-10% 10%
TOTAL	100%

10. CONTRACT NEGOTIATIONS In establishing a Contract as a result of the solicitation process, Owner may:

- a. Review all proposals and determine which Respondents are reasonably qualified for award
- b. Determine the Respondent whose response is most advantageous to Owner considering the best value and evaluation criteria
- c. Attempt to negotiate with the most qualified Respondent
- d. Contract at fair and reasonable terms, conditions and cost
- e. If negotiations are successful, enter into a Contract
- f. If negotiations are not successful, formally end negotiations with that Respondent
- g. Owner may then select the next most highly qualified Respondent and attempt to negotiate a Contract at fair and reasonable terms, conditions and cost with that Respondent
- h. Owner shall continue this process until a Contract is entered into or all negotiations are terminated
- i. Owner also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received

11. CONTRACT AWARD: The successful Respondent will be required to execute a Contract with Owner, which finalizes the terms and conditions set forth in the requirements of this RFP and the successful Respondent's proposal. No award can be made until Owner considers and approves execution of the Contract. Split or multiple awards may be made at the sole discretion of Owner.

12. PROPOSAL REQUIREMENTS: Respondents shall send ~~(7) seven~~ ^{(4) four} sets of SEALED proposals: one with original signatures and ~~six (6)~~ ^{three (3)} copies. Respondent shall also submit one flash drive (jump, thumb) with a copy of their proposal packet downloaded. All shall be sealed, labeled and mailed/hand delivered to the address below by the closing date specified. A facsimile transmission is not an acceptable response to this RFP Process and will not be considered.

13. Electronic Proposals will not be accepted.
14. **The proposal is to be sent to the RFP Coordinator at the address noted in Part III of this packet. The PACKAGE MUST SHOW THE PROJECT TITLE AND BE MARKED "SEALED PROPOSAL". Gregg County will not accept any proposals that have proposal pricing changes, notes, or any information on the outside of the envelope. Contractors shall not make any last minutes changes by noting them on the outside of the envelope. In the event this happens, Gregg County will not consider and will reject the Contractors entire proposal.**
15. Proposals that do not conform to the instructions given or which do not address all the services, as specified, may be eliminated from consideration. Owner, however, reserves the right to accept such proposals if it is determined to be in Owner's best interest. The proposal shall include: Title Page, Show the RFP title, name of Respondent, address, telephone number(s), email, name of contact person and date and time due.

PART VI. PROPOSAL SUBMISSION REQUIREMENTS:

Submittal Format: All submittals must follow the same format. No exceptions to this format will be accepted. To be accepted for evaluation, the submittal format must address all the required components in order.

The aim of the required format is to simplify the submittal preparation and evaluation process and to ensure that all submittals receive the same orderly review.

Table of Contents (Tab 1): Clearly identify the materials by Tab and Page Number.

Section I: Letter of Transmittal (Tab 2): Respondents should submit a letter expressing their interest in the project. The letter must contain, at a minimum, the following information:

- A. Briefly state the Respondent's understanding of the Service to be performed and make a positive commitment to provide the services as specified.
- B. Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, telephone number, fax number, and e-mail address.
- C. The letter shall be signed in permanent ink by a corporate officer or other individual who has the authority to bind the Respondent. The name and title of the individual(s) signing the proposal shall be clearly shown immediately below the signature.

D. Acknowledge receipt of all addenda by completing **EXHIBIT H**, Acknowledgement of Addenda.

Section II: Qualifications and Experience of Respondents (Tab 3): Complete and sign the Respondent Qualification Form (**EXHIBIT G**) to include the required information for the Construction specified herein. As part of this document, Respondents shall identify the key individuals to be assigned to this project, including resumes and an organizational chart. Additionally, Respondents need to clearly illustrate their project management techniques and approaches, including scheduling, funds/budget management, change order controls, safety plans, communication and documentation, jobsite management, etc. The Respondent must demonstrate its understanding of the key components and factors, which are necessary for expeditious and cost effective garage and office building construction.

Section III: Cost Proposal Form (Tab 4): Complete and sign the Proposal Form (**EXHIBIT F**) to include the unit cost and extended cost for the Construction specified herein.

Section IV: References (Tab 5): The Respondents must demonstrate experience with the construction of parking garages, commercial type offices, government buildings and public buildings of a similar nature and with similar construction requirements, etc. Respondents shall provide at least three (3) references for which the same or similar Construction projects have been provided. Include a point of contact, address, e-mail, phone number and a brief description of the Service provided. Owner will conduct reference checks to verify and validate Respondent's performance. Reference checks indicating poor or failed performance may be cause for rejection of the proposal submitted. Inclusion of completion date, location, budget, scope, and Architect and Owner contact references of completed, similar projects will be required to support technical merit of this factor.

Section V: Required Financial Statements/Past or Pending Litigation (Tab 6): Respondent must provide information on the firm's financial resources and stability to include at least three (3) years of audited financial statements to include income/expense sheets and balance sheets.

Section VI: Required Certifications and Forms (Tab 7): Respondent shall provide fully executed certifications and forms (**EXHIBIT E**), identified. Failing to provide the following certifications and forms may result in the Respondent being removed from consideration for Contract award.

EXHIBIT B - Form 1295 - Certificate of Interested Parties

EXHIBIT C - Form CIQ - Conflict of Interest Questionnaire

EXHIBIT D - Non-Collusion Affidavit

Proposals should be prepared simply and economically, providing a straightforward, concise description of Respondent's ability to meet the requirements and specifications of this RFP. Emphasis should be on completeness, clarity of content, and responsiveness to the requirements and specifications of this RFP. Any proposal that fails to comply with the requirements contained in this RFP may be rejected by Owner, at its discretion.

00 40 00

PROCUREMENT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exhibit A - Minimum Insurance and Bonding Requirements.
- B. Exhibit B - Form 1295 Certificate of Interested Parties
- C. Exhibit C - Form CIQ Conflict of Interest Questionnaire
- D. Exhibit D - Non-Collusion Affidavit
- E. Exhibit E - Respondent Contractor Pre-Award Certification
- F. Exhibit G - Respondent Qualification Statement
- G. Exhibit H - Acknowledgement of Addenda
- H. Exhibit I - Change Form

END OF SECTION

EXHIBIT A

MINIMUM INSURANCE AND BONDING REQUIREMENTS

Successful Respondent(s) agrees to maintain certain types of insurance and bond protection through the duration of the Project. All insurance policies and bonds are to be issued by an insurance company authorized to do business in the State of Texas, using an insurance company with an A.M. Best Rating of A5 or better. All subcontractors utilized must also comply with these specifications as if they were the successful Respondent. Specific details of coverage limits and conditions are to be followed as listed below. Any variance from these requirements must be denoted in writing and included as an exception on the Substitutions and Exceptions Form (**EXHIBIT I**).

REQUIRED INSURANCE

1. Worker's compensation and employer's liability coverage complying with the applicable laws of the State of Texas, covering all employees of Contractor and Subcontractors engaged in the work to be performed under this Contract. Employer's liability coverage shall have a minimum limit of \$100,000 for liability arising out of accident.

2. Comprehensive general liability insurance, including Contractor's protective liability, in Contractor's name, with bodily injury limits of not less than \$500,000 per person and \$1,000,000 per accident for bodily injury, and property damage limits of not less than \$1,000,000. The policy shall specifically include:
 - 2.1. XCU Coverage (property and casual insurance).

 - 2.2. Completed Operations Coverage for a period of 1 year from the date of final completion of the Work.

 - 2.3. Contractual Liability Coverage.

3. Automobile liability insurance, including coverage for owned, non-owned and hired vehicles, with minimum limits of not less than \$500,000 per person and \$1,000,000 per accident for property damage.

All policies of insurance shall contain a waiver of subrogation in favor of Gregg County, coverage in Paragraphs 2. and 3. shall name Gregg County as an additional insured. All policies shall be with companies acceptable to Gregg County, and shall provide thirty (30) days prior written notice to Gregg County prior to cancellation, termination, or amendment.

Contractor shall furnish Gregg County with a Certificate of Insurance or copies of policies evidencing all such insurance prior to commencement of the Work.

DEFINITIONS: WORKERS COMPENSATION INSURANCE COVERAGE

1. Certificate of Coverage – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-1, TWCC-82, or TWCC-84.) showing statutory Workers’ Compensation Insurance Coverage for the person’s or entity’s employees providing services on a project, for the duration of the Project.

2. Duration of the Project – Includes the time from the beginning of the work on the Project until the Contractor’s work on the Project has been completed and accepted by Gregg County.

3. Persons or sub-contractors providing services on the Project (Subcontractor in Article 406.096) includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, with limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any such entity, which furnishes persons to provide services on the Project. “Services” include, without limitation, providing hauling or delivering equipment or materials or providing labor, transit or other service related to a Project. “Services” do not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage based on proper reporting of classification code and payroll amounts and fill in of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

The Contractor must provide a Certificate of Coverage to Gregg County prior to being awarded the Contract.

If the coverage period shown on the Contractor’s current Certificate of Coverage ends during the duration of the Project, the Contractor must, prior to the need of coverage period, file a new Certificate of Coverage with Gregg County, showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a Project, and provide to Gregg County.

1. A Certificate of Coverage, prior to that person beginning work on the Project, so the governmental entity will have on file Certificates of Coverage showing coverage for all persons providing services on this Project; and
2. No later than seven (7) days after receipt by the Contractor, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current Certificate ends during the duration of the Project.

The Contractor shall retain all required Certificates of Coverage for the duration of the Project and for one (1) year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery within ten (10) days after the Contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the Project.

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

The Contractor shall contractually require each with whom it contracts to provide services on a Project to:

1. Provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meets the statutory requirements of Texas Labor Code Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project.
2. Provide to the Contractor prior to that person beginning work on the Project a certificate showing that coverage is being provided for all employees of the Person providing services on the Project for the duration of the Project.
3. Provide to the Contractor prior to the end of the coverage, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the Project.

4. Obtain from each person or sub-contractor with whom it contracts and to provide to the Contractor; and a Certificate of Coverage, prior to the other person beginning work on the Project and for three (3) years thereafter; and the Coverage Period.
5. Retain all required Certificates of Coverage on file for the duration of the Project and three (3) years thereafter.
6. Notify the governmental entity in writing by certified mail or personal delivery within (10) days after the person/sub-contractor knew or should have known of any change that materially affects the provision of coverage of any person providing services on the Project.
7. Contractually require each person with whom it contracts to perform as required by paragraphs 1.1 to 1.7 with the Certificates of Coverage to be provided to the person for whom they are providing services.

By signing this proposal or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the Project will be covered by Workers' Compensation Coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or in the case of a self-insured with the Commissions Division of self insurance regulation providing false or misleading information may subject the Contractor Administrative Penalties, Criminal Penalties or Other Civil Actions.

The Contractor's failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles Gregg County to declare the Contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BONDING REQUIREMENTS

1. A Proposal guarantee from each Respondent equivalent to five (5) percent of the Proposal price. The "Proposal guarantees" shall consist of a firm commitment such as a Proposal bond, certified check, or other negotiable instrument accompanying a Proposal as assurance that the Respondent will, upon acceptance of his Proposal, execute such contractual documents as may be required within the time specified.

2. Sec. 2269.258 Government Code. PERFORMANCE OR PAYMENT BOND. (a) If a fixed contract amount or guaranteed maximum price has not been determined at the time the contract is awarded, the penal sums of the performance and payment bonds delivered to the governmental entity must each be in an amount equal to the construction budget, as specified in the request for proposals or qualifications.
(b) The construction manager-at-risk shall deliver the bonds not later than the 10th day after the date the construction manager-at-risk executes the contract unless the construction manager-at-risk furnishes a bid bond or other financial security acceptable to the governmental entity to ensure that the construction manager will furnish the required performance and payment bonds when a guaranteed maximum price is established.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 **N**ame of contracting business entity, name of contractor, and name of subcontractor.

2 **N**ame of contracting business entity, name of contractor, and name of subcontractor.

3 **P**urpose of the contract, including a brief description of the project, and the estimated value of the contract.

4 Name of contracting business entity	Name of contractor (contract number)	Name of subcontractor	
		Contract number	Contract value

5 **C**ontacting business entity is an Interested Party.

6 **UNSWORN DECLARATION**
 My name is _____, and my date of birth is _____.
 My address is _____, _____, _____, _____, _____.
 (street) (city) (state) (zip code) (country)
 I declare under penalty of perjury that the foregoing is true and correct.
 Executed in _____ County, State of _____, on the _____ day of _____, 20____.
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

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

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
 §
GREGG COUNTY §

By the signature below, the signatory for the bidder certifies that neither he nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm bidding this project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a bid committed any other act of collusion related to the development and submission of this bid proposal.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Date: _____

SUBSCRIBED and sworn to before me the undersigned authority by _____
(Name)

the _____ of _____
(Title) (Firm/Company)

on behalf of said bidder this _____ day of _____.

Notary Public in and for the
State of Texas

My commission expires: _____

**EXHIBIT E
RESPONDENT/CONTRACTOR PRE-AWARD CERTIFICATIONS**

This checklist will be used to ensure that all required procurement certifications listed within have been read, initialed, and signed by the Respondent/Contractor BEFORE the proposal is submitted. All certifications listed below follow this checklist.

Respondent/Contractor's Initials:

-
1. EXHIBIT B - Form 1295 - Certificate of Interested Parties _____
 2. EXHIBIT C - Form CIQ - Conflict of Interest Questionnaire _____
 3. EXHIBIT D - Non-Collusion Affidavit _____

I HEREBY ATTEST THAT THE FORMS LISTED ABOVE WERE READ AND MY INITIALS ABOVE INDICATE THAT EACH ITEM WAS PROPERLY PREPARED AND EXECUTED.

DATE: _____

SIGNATURE: _____

NAME / TITLE: _____
RESPONDENT/
CONTRACTOR: _____

EXHIBIT G
GREGG COUNTY
PARKING GARAGE AND OFFICE
Longview, Texas

RESPONDENT QUALIFICATIONS STATEMENT

This form is to be submitted with the Proposal documents for construction of this facility attached to the Best Value Procurement document and response. Additional pages may be added as needed.

CONTRACTOR NAME _____

CONTRACTOR ADDRESS _____

CITY STATE ZIP _____

AUTHORIZED REPRESENTATIVE _____

TELEPHONE _____

FAX _____

EMAIL ADDRESS _____

TYPE OF ORGANIZATION (corporation, etc.) _____

LENGTH OF TIME AS CONTRACTOR _____

LENGTH OF TIME UNDER CURRENT NAME _____

OTHER NAMES PREVIOUSLY USED _____

DATE OF INCORPORATION OR ORGANIZATION _____

NAME OF PRESIDENT, OWNER, MANAGING PARTNER _____

1. Provide a statement of interest for the Project including a narrative describing the Respondent's unique qualifications as they pertain to this particular Project. Provide a statement on the availability and commitment of the Respondent, its principal(s) and assigned professionals to undertake the Project.
2. Provide resumes of the Construction Manager at Risk team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm,
- ~~3. Describe your Construction Management and Execution plan for providing Preconstruction Phase Services required for this Project.~~
4. Are there any judgments, claims, arbitration proceedings, or lawsuits pending or outstanding against your organization or its officers? (if yes, attach details)
5. Has your organization filed any lawsuits or requested arbitration on a construction project within the last five years? (if yes, attach details.)
6. Identify and describe the proposed Team's past experience for providing Construction Manager at Risk Services that are MOST SIMILAR TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - a. Project name, location, contract delivery method, and description
 - ~~b. Construction cost estimate determined by respondent during pre-construction phase services~~
 - c. Final construction cost
 - d. Final project size in gross square feet
 - e. Type of construction (new, renovation, or expansion)
 - f. The owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
 - g. Architect/Engineer's name and representative who served as the day-to-day liaison during the construction phase of the project, including telephone numberReferences shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFP process. Please acknowledge your approval for Owner to contact your references
- ~~7. Provide a detailed list of all Pre-Construction Services you will provide to the Owner and the Architect/Engineer (A/E) on this Project.~~
- ~~8. Describe what you perceive are the critical Pre-Construction issues for this Project.~~ Describe your procedures, objectives and personnel responsible for reviewing design and construction documents and for providing feedback regarding cost, schedule and constructability to the A/E and the Owner on this Project.
9. Describe your process for attracting qualified and experienced mechanical, electrical and plumbing subcontractors to submit proposals for this project.
10. List Jurisdictions and trade categories in which your organization is legally qualified to do business, including license numbers.
11. Describe your project estimating system for developing the GMP Proposal and how you will monitor and track these costs on the schedule.

12. Describe the contingencies you will propose in the GMP, and how these contingencies will be managed through the completion of Construction Phase Services.
13. Briefly describe the firm’s approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project’s Safety program.
14. Describe the methodology, including any technology or other assets, that the firm intends to use for prevention and/or control of incidents and insurance claims on this Project.
15. Describe what you believe are your unique operational skills and experiences, which differentiate your company from your competitors.
16. Describe your implementation of a quality control process for this Project during the Design Development stage through completion of Construction Documents stage.
17. Describe how your quality control team will measure the quality of construction performed by trade contractors on this Project, and how will you address non-conforming work.
18. Describe your methods for advertising, receiving proposals, awarding contracts and paying trade contractors on this Project, including review by the Owner.
19. Describe your warranty service support and warranty service implementation plan for this Project.
20. List categories of work that your organization normally performs with its own forces.
21. Has your organization ever failed to complete any work awarded to it? (if yes, attach details)
22. Attach a separate page listing major construction projects your organization currently has in progress. Provide name of project, owner, contract amount, percent complete, scheduled completion date.

TOTAL VALUE OF WORK CURRENTLY UNDER CONTRACT \$ _____

23. Provide at least two references in each of the following categories: Provide company name, representative name, telephone number, email address.

TRADE REFERENCES

BANK REFERENCES

SURETY

NAME OF BONDING COMPANY _____

NAME AND ADDRESS OF AGENT _____

SIGNATURE

NAME OF ORGANIZATION _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

TITLE _____

DATE _____

EXHIBIT H – ACKNOWLEDGEMENT OF ADDENDA RECEIVED

GREGG COUNTY

CONSTRUCTION OF A PARKING GARAGE AND OFFICE

The undersigned acknowledges receipt of the following addenda to Gregg County Request for Proposal documents (give number and date of each)

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

ADDENDUM NUMBER _____ DATED: _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to the request which would require rejection of the proposal.

The undersigned understands that any condition stated above, clarification of the above, or information submitted on or with this form other than requested will render the quotation non-responsive.

DATE: _____

RESPONDENT/ CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

AUTHORIZING OFFICIAL
SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

**EXHIBIT I
CHANGE FORM / REQUEST FOR APPROVED EQUALS**

PREPARED BY:		DATE:	
ADDRESS:		TELEPHONE:	
SPEC. #:		SPEC. DATE:	
LOCATION OF REQUEST FOR CHANGE (PAGE, PARAGRAPH #):			
CHANGES REQUESTED:			
(All requested changes shall comply with all specified parameters and illustrate compliance. Incomplete requests will not be considered. Requested changes need to be submitted before the proposal phase written questions deadline)			
COMMENTS / REASON FOR CHANGE:			
AGENCY USE ONLY			
REVIEWED BY:		DATE:	CONTROL #:
ACTION TAKEN:			
COMMENT:			

00 42 00

PROPOSAL FORM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Advertisement For Proposal
- B. Exhibit F – Proposal Form

END OF SECTION

LEGAL NOTICE

GREGG COUNTY

Proposals for the Construction of a Parking Garage and Office
at 100 E. Methvin St. Longview, TX 75601

Gregg County is soliciting sealed competitive proposals for the construction of a parking garage and office at 100 E. Methvin St. Longview, TX 75601. The scope of the work involves the development and construction of a new 4-story parking garage with 13,701 sq. ft. office.

A complete digital set of proposal documents, plans and specifications can be requested by contacting: Josh Cristy at the email address: josh@schwarz-hanson.com (817)-377-3600. When requesting by email please provide: Company Name, GC/Trade, Representative Name, Position/Title, Email, Phone, Address.

Complete sets only are available. Those who request at least one set of Proposal Documents will be on the Respondent list to receive subsequent correspondence and addenda.

Sealed proposals will be accepted at the Gregg County Courthouse located at 101 E Methvin St, 3rd Floor County Courtroom, Longview, TX 75601 per proposal schedule, at which time they will be publicly opened. Late proposals will not be opened or accepted.

Gregg County reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in the proposal procedure or proposals when such actions are deemed in the best interest of the County.

PROPOSAL SCHEDULE:

Documents Available to Proposers:	February 21, 2022
Pre-proposal Conference:	March 01, 2022 at 10:00 A.M. CST March 24,
Deadline for Written Questions:	March 03, 2022 at 5:00 P.M. CST March 29,
Issue Responses to Questions/Final Addendum:	March 08, 2022 April 5,
Proposals Due/Open Proposals:	March 15, 2022 at 2:00 P.M. CST May 2,
Proposed Board Award Approval Date:	April 11, 2022

SEE REVISED EXHIBIT F PROPOSAL FORM ATTACHED

**EXHIBIT F
PROPOSAL FORM**

TO: Gregg County
(hereinafter called the "Owner")

FOR THE CONSTRUCTION OF:

A NEW PARKING GARAGE AND OFFICE FOR GREGG COUNTY
100 E. METHVIN ST. LONGVIEW, TX 75601
(hereinafter called the "Project")

PROPOSAL BY:

_____ (hereinafter called the "Respondent"), organized and existing under the laws of the State of Texas, doing business as [] a Corporation, [] a Partnership, or [] an Individual.

The Respondent, having examined the Instructions to Respondents and Contract Documents, including the Project Manual bound with the General Solicitation Packet, and the Drawings as enumerated on "Index of Drawings" (in the Project Manual), the Specifications as indicated in the "Table of Contents" (in the Project Manual), and the following Addenda. Addenda have been received and the provisions there for been included in the Proposal.

Addendum No. _____, _____, _____, _____, _____.

Dated _____, _____, _____, _____, _____.

And having visited the site and having familiarized himself with all conditions affecting the Work, hereby declares that it will furnish all necessary tools and equipment and furnish all materials and labor required to perform the Work described as the Project in accordance with provisions of the Contract Documents as prepared by Schwarz Hanson Architects, for the sum of:

GUARANTEED MAXIMUM PRICE
~~**BASE PROPOSAL:**~~

_____ (\$ _____)

Total calendar days proposed for all work related to the Base Proposal _____

The Respondent, in submitting this Proposal, agrees:

1. That the Owner has the right to reject this Proposal or any or all Proposals and to waive any or all formalities or technicalities.
2. To hold this Proposal open for a period of sixty (60) calendar days after date of receipt.
3. To accept the provisions of Instruction to Respondents regarding disposition of Proposal security.
4. To enter into and execute the Agreement, if awarded, on the basis of this Proposal.

The Respondent further agrees to execute and deliver the Agreement and Performance and Payment Bonds in the form set forth in these Proposal Documents within seven (7) days after date of notification of acceptance of the Proposal; and in the event that the undersigned fails, refuses or neglects to execute and deliver the Agreement within the time specified, the Respondent will be considered as having abandoned said Proposal and as having defaulted in the offer to do the work on which his Proposal was based.

The Respondent certifies that this Proposal is made in strict conformity with all of the conditions, contingencies and requirements set forth in the Proposal Documents, stated in every part of the Drawings, Specifications, and all other parts of the Contract Documents setting forth the requirements for the performance of the Project Work and without collusion or connection with any person, partnership, company, firm, association or corporation offering sub-proposals on this Work.

PROPOSAL BREAKDOWN

The Respondent agrees to provide a detailed Proposal breakdown with the categories set out on the attached Price Schedule. The Respondent acknowledges that this information will be used by the Owner to evaluate the Proposals, however the Base Proposal amount given on page one of this Proposal form will govern in case of a discrepancy.

ALTERNATES

At this time, no Alternate have been identified in the contract documents.

If, prior to Proposal Date, any Alternates are identified through Addenda, additional information and amended proposal forms and submittal requirements will be provided.

TIME OF COMPLETION

The Respondent, if awarded Contract, will agree mutually with PCHD to complete the project within a determined maximum calendar day time-frame and will be required to meet that schedule as a condition of the contract, as outlined in the Proposal Documents. Liquidated Damages for not adhering to the contracted time schedule are defined in the Agreement and will be in effect.

Gregg County

However, the Respondent will have the option of proposing a shorter time for completion to be evaluated as part of the technical merit criteria outlined in the “Best Value Procurement” document in the Project Manual. If a shorter time frame is proposed the Respondent is bound to enter into a contract based upon that schedule. The Liquidated Damage clauses will be in affect based upon the contracted schedule.

NUMBER OF SIGNED SETS OF DOCUMENTS

The Proposal Form and all required documents (see list below), including all bonds, will be prepared in not less than five (5) original signed sets.

CERTIFICATION

The Information above is true, correct and complete to the best of my knowledge, information and belief.

Respectfully submitted,

Date: _____

Signed: _____

By (Printed): _____

Title: _____

Legal Address: _____

Telephone No.: _____

(Seal if Respondent is a corporation)

ATTACHMENTS REQUIRED:

1. Proposal Security Bond (5% of the Total Proposal Price) (as formatted by Bonding Company) (**EXHIBIT A**).
2. Proposal Breakdown using attached Price Schedule (**EXHIBIT F**).
3. Contractor Qualification Statement (**EXHIBIT G**) and any other required documentation required in Part III of the Project Manual.
4. Construction Schedule formatted by Respondent to conform to Time of Completion requirements stated above (**EXHIBIT F**).
5. Acknowledgement of Addenda (**EXHIBIT H**).
6. Required Form (**EXHIBIT E**), including:
 - a. Form 1295 - Certificate of Interested Parties
 - b. Form CIQ - Conflict of Interest Questionnaire
 - c. Non-Collusion Affidavit

SEE REVISED PRICE SCHEDULE ATTACHED

**PRICE SCHEDULE
GREGG COUNTY PARKING GARAGE AND OFFICE**

DIVISION	DESCRIPTION <i>Listed categories of work are general groups. Respondent shall include all portions of the work in one of the listed categories and the sum of prices shall match the proposal price on the listed in the official blank above.</i>	
	BASE BID PRICE	ALTERNATE PRICE
1- GENERAL REQUIREMENTS		
2- EXISTING CONDITIONS		
3- CONCRETE		
4- MASONRY		
5- METALS		
6- WOOD, PLASTICS, & COMPOSITES		
7- THERMAL & MOISTURE PROTECTION		
8- DOORS & WINDOWS		
9- FINISHES		
10- SPECIALTIES		
11- EQUIPMENT		
12- FURNISHINGS		
21- FIRE SUPPRESSION		
22- PLUMBING		

23- HEATING VENT. & AIR CONDITIONING		
26- ELECTRICAL		
27- COMMUNICATIONS		
28- ELECTRONIC SAFETY & SECURITY		
31- EARTHWORK		
32- EXTERIOR IMPROVEMENTS		
33- UTILITIES		
TOTAL PROPOSAL PRICE		

FEE \$ _____

CONTRACTOR CONTINGENCY \$ _____

TOTAL GURANTEED MAXIMUM PRICE \$ _____

**SECTION 00 52 00
AGREEMENT FORM**

PART 1 GENERAL

1.01 FORM OF AGREEMENT

A133 - 2019

1.02 DOCUMENT A101 - 2017), AS MODIFIED BY OWNER HEREAFTER REFERRED TO AS THE "AGREEMENT" ARE HEREBY MADE PART OF THESE CONTRACT DOCUMENTS TO THE SAME EXTENT AS IF CONTAINED HEREIN IN FULL, EXCEPT AS MODIFIED, AMENDED, REVISED, RESCINDED OR SUPPLEMENTED BY THE REMAINING CONTRACT DOCUMENTS.

1.03 RELATED REQUIREMENTS

A. Section 00 72 00 - General Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

REVISED FORMS

**EXHIBIT F
PROPOSAL FORM**

TO: Gregg County
(hereinafter called the "Owner")

FOR THE CONSTRUCTION OF:

A NEW PARKING GARAGE AND OFFICE FOR GREGG COUNTY
100 E. METHVIN ST. LONGVIEW, TX 75601
(hereinafter called the "Project")

PROPOSAL BY:

(hereinafter called the "Respondent"), organized and existing under the laws of the State of Texas, doing business as [] a Corporation, [] a Partnership, or [] an Individual.

The Respondent, having examined the Instructions to Respondents and Contract Documents, including the Project Manual bound with the General Solicitation Packet, and the Drawings as enumerated on "Index of Drawings" (in the Project Manual), the Specifications as indicated in the "Table of Contents" (in the Project Manual), and the following Addenda. Addenda have been received and the provisions there for been included in the Proposal.

Addendum No. _____, _____, _____, _____, _____.

Dated _____, _____, _____, _____, _____.

And having visited the site and having familiarized himself with all conditions affecting the Work, hereby declares that it will furnish all necessary tools and equipment and furnish all materials and labor required to perform the Work described as the Project in accordance with provisions of the Contract Documents as prepared by Schwarz Hanson Architects, for the sum of:

GUARANTEED MAXIMUM PRICE:

_____ (\$ _____)

Total calendar days proposed for all work related to the GMP _____

The Respondent, in submitting this Proposal, agrees:

1. That the Owner has the right to reject this Proposal or any or all Proposals and to waive any or all formalities or technicalities.
2. To hold this Proposal open for a period of sixty (60) calendar days after date of receipt.
3. To accept the provisions of Instruction to Respondents regarding disposition of Proposal security.
4. To enter into and execute the Agreement, if awarded, on the basis of this Proposal.

The Respondent further agrees to execute and deliver the Agreement and Performance and Payment Bonds in the form set forth in these Proposal Documents within seven (7) days after date of notification of acceptance of the Proposal; and in the event that the undersigned fails, refuses or neglects to execute and deliver the Agreement within the time specified, the Respondent will be considered as having abandoned said Proposal and as having defaulted in the offer to do the work on which his Proposal was based.

The Respondent certifies that this Proposal is made in strict conformity with all of the conditions, contingencies and requirements set forth in the Proposal Documents, stated in every part of the Drawings, Specifications, and all other parts of the Contract Documents setting forth the requirements for the performance of the Project Work and without collusion or connection with any person, partnership, company, firm, association or corporation offering sub-proposals on this Work.

PROPOSAL BREAKDOWN

The Respondent agrees to provide a detailed Proposal breakdown with the categories set out on the attached Price Schedule. The Respondent acknowledges that this information will be used by the Owner to evaluate the Proposals, however the Base Proposal amount given on page one of this Proposal form will govern in case of a discrepancy.

ALTERNATES

At this time, no Alternate have been identified in the contract documents.

If, prior to Proposal Date, any Alternates are identified through Addenda, additional information and amended proposal forms and submittal requirements will be provided.

TIME OF COMPLETION

The Respondent, if awarded Contract, will agree mutually with Gregg County to complete the project within a determined maximum calendar day time-frame and will be required to meet that schedule as a condition of the contract, as outlined in the Proposal Documents. Liquidated Damages for not adhering to the contracted time schedule are defined in the Agreement and will be in effect.

However, the Respondent will have the option of proposing a shorter time for completion to be evaluated as part of the technical merit criteria outlined in the “Best Value Procurement” document in the Project Manual. If a shorter time frame is proposed the Respondent is bound to enter into a contract based upon that schedule. The Liquidated Damage clauses will be in affect based upon the contracted schedule.

NUMBER OF SIGNED SETS OF DOCUMENTS

The Proposal Form and all required documents (see list below), including all bonds, will be prepared in not less than five (5) original signed sets.

CERTIFICATION

The Information above is true, correct and complete to the best of my knowledge, information and belief.

Respectfully submitted,

Date: _____

Signed: _____

By (Printed): _____

Title: _____

Legal Address: _____

Telephone No.: _____

(Seal if Respondent is a corporation)

ATTACHMENTS REQUIRED:

1. Proposal Security Bond (5% of the Total Proposal Price) (as formatted by Bonding Company) (**EXHIBIT A**).
2. Proposal Breakdown using attached Price Schedule (**EXHIBIT F**).
3. Contractor Qualification Statement (**EXHIBIT G**) and any other required documentation required in Part III of the Project Manual.
4. Construction Schedule formatted by Respondent to conform to Time of Completion requirements stated above (**EXHIBIT F**).
5. Acknowledgement of Addenda (**EXHIBIT H**).
6. Required Form (**EXHIBIT E**), including:
 - a. Form 1295 - Certificate of Interested Parties
 - b. Form CIQ - Conflict of Interest Questionnaire
 - c. Non-Collusion Affidavit

**PRICE SCHEDULE
GREGG COUNTY PARKING GARAGE AND OFFICE**

DIVISION	DESCRIPTION <i>Listed categories of work are general groups. Respondent shall include all portions of the work in one of the listed categories and the sum of prices shall match the proposal price on the listed in the official blank above.</i>	
	COST	ALTERNATE PRICE
1- GENERAL REQUIREMENTS		
2- EXISTING CONDITIONS		
3- CONCRETE		
4- MASONRY		
5- METALS		
6- WOOD, PLASTICS, & COMPOSITES		
7- THERMAL & MOISTURE PROTECTION		
8- DOORS & WINDOWS		
9- FINISHES		
10- SPECIALTIES		
11- EQUIPMENT		
12- FURNISHINGS		
21- FIRE SUPPRESSION		
22- PLUMBING		

23- HEATING VENT. & AIR CONDITIONING		
26- ELECTRICAL		
27- COMMUNICATIONS		
28- ELECTRONIC SAFETY & SECURITY		
31- EARTHWORK		
32- EXTERIOR IMPROVEMENTS		
33- UTILITIES		
TOTAL (1-33)		

FEE: _____

CONTRACTOR CONTINGENCY: _____

GUARANTEED MAXIMUM PRICE: _____

