

**CITY OF KYLE
POLICE HEADQUARTERS
CONSTRUCTION MANAGER AT RISK
REQUEST FOR PROPOSALS**

February 28, 2020

The City of Kyle is requesting Contractors to submit sealed proposals to provide Construction Manager-at-Risk Services for the construction of new Police Headquarters and related site work.

I. Definitions and Exhibits:

A. In this Request for Proposals:

CoK means the City of Kyle or any of the representatives of its Project team specified in this RFP.

Construction Phase Services means the construction phase services of the Contract as generally described in Exhibit "B" except as otherwise agreed to between the CoK and the Contractor.

Construction Manager means the entity that will hold the contract for construction services to provide Preconstruction Phase Services and the Construction Phase Services of the Contract.

Contract means the proposed contract described in Exhibit B or the contract entered into between the CoK and Contractor for Contractor Services.

Contractor means any person or entity that responds to and is evaluated, ranked, selected for negotiations of a contract, or contracted with under this RFP acting as a Construction Manager-at-Risk.

Contractor Services means the Preconstruction Phase Services and the Construction Phase Services of the Contract as described in Exhibit B.

Allowable General Conditions means the items, as specified in Exhibit E which are allowed to be included in the Contractor's calculation of its costs of supplies, equipment, and services incurred in the administration, support, and oversight of the Project (i.e., overhead) and which are not included as part of the Contractor's cost for construction materials and labor for the Project.

Guaranteed Maximum Price (GMP) means the amount determined by adding together: (1) the Contractor's cost of the construction work for the Project; and (2) the Contractor's profit and overhead on the Project.

Preconstruction Phase Services means the preconstruction phase services to be provided

by Contractor under the Contract as generally described in Exhibit "B".

Project means the construction of a new fire station and related site work as described herein.

Proposal means a Contractor's written response to this RFP.

RFP means this Request for Proposals.

B. The following described Exhibits are attached to and are a part of this RFP:

Exhibit A: Required Information for Response to RFP.

Exhibit B: Description of proposed contract to be executed between the COK and the Contractor for Preconstruction Phase Services and Construction Phase Services.

Exhibit C: Project Concept Design Package.

Exhibit D: Project Schedule.

Exhibit E: Allowable General Conditions.

II. Project Description

A. Project Description

The City of Kyle is in the process of designing and developing a future City of Kyle Police Headquarters to be located on MarketPlace Avenue and Kohler's Crossing. This station will replace the existing Police Station at 300 West Center Street and the offices at 111 N Front St. and accommodate a temporary administrative area for City Hall.

The station is being designed for the future and will consist of a new 64,000 square foot, two-story Police Headquarters on a newly acquired site. The station will include administration areas, patrol offices, records storage, training rooms, crime and evidence labs, an investigations suite, a special services area, dispatch, an EOC unit, a canine unit, workout space, locker rooms, and ancillary functions. Temporary space will be designated for Kyle City Hall administration use, until such future time that Police Department growth requires additional work areas. Site work will include the construction of new surface parking and other related site improvements. An emergency generator for backup power will be included on site. The facility will be designed for near term and long-term use.

The site is being obtained from the developer of Plum Creek, Momark Development. As part of the agreement the station will be designed to fit within the Plum Creek Development Design Guidelines criteria.

B. Project Team

The COK has retained PGAL as Architect, whose designated representatives on the Project are Cris Ruebush, Gerri Gusler, and Susan Hagerty. The COK's representative will be Police Chief Jeff Barnett.

C. Contractor Services

The Contractor will provide Preconstruction Services and Construction Services for the Project, as those terms are defined in this RFP. The Contractor will perform the Construction Services under a Guaranteed Maximum Price (GMP) serving as the Construction Manager-at-Risk.

D. Contractor Selection Method

The COK, being a governmental entity, is required by State law to follow specific procedures in selecting a Contractor for the Project. For this Project, the COK Committee intends to select the Contractor by "Construction Manager-at-Risk," as set forth in Texas Government Code chapter 2269, Subchapter F ("Construction Manager-at-Risk Method"). The selection method procedures are described later in this RFP.

III. Project Concept Design Package

The Project Concept Design Package is attached as Exhibit "C".

IV. Estimated Budget

The estimated budget for this project is approximately \$25,000,000.00. The estimated budget does not include design costs and building furniture, fixtures and equipment (FF&E).

V. Project Schedule

The Project Schedule is attached as Exhibit "D".

VI. Additional Professional Services

A geotechnical survey and survey will be provided for the use of the Contractor. The COK will contract separately for (1) materials testing services and (2) other independent professional services that may be required for the Project.

VII. Pre-Submittal Meeting

- A. A pre-submittal meeting will be held on **March 13 at 1:00 p.m. CDT**
- a. Location: City of Kyle City Hall; 100 West Center Street, Kyle, Texas

VIII. **Submitting Proposals**

A. Sealed Proposals shall be addressed and delivered to the Kyle City Hall, 100 West Center Street, Kyle, Texas 78640 on or before **2:00 p.m. CDT April 10th, 2020**. Deliver proposals to the City Secretary's department.

B. Proposals shall be submitted, six hard copies and one electronic copy, in sealed envelopes. Sealed envelopes shall be marked in the upper left-hand corner as follows: City of Kyle Police Headquarters RFP.

C. EACH PERSON WISHING TO SUBMIT A PROPOSAL MUST DO SO BY FULLY ANSWERING IN WRITING EACH OF THE QUESTIONS WHICH ARE ATTACHED TO THIS RFP AS EXHIBIT A. FAILURE TO FULLY ANSWER ALL QUESTIONS IS REASON FOR REJECTION OF THE PROPOSAL.

D. To enable the District to efficiently evaluate the Proposals, Contractors MUST follow the required format in preparing their Proposals. PROPOSALS THAT DO NOT SUBSTANTIALLY CONFORM TO THE PRESCRIBED FORMAT MAY BE DISQUALIFIED.

E. Each copy of the Proposal shall be bound using GBC or other semi-permanent binding method, to ensure that pages are not lost. Each copy shall be no more than one-half inch (1/2") thick. Pages shall be no larger than letter-size (8 1/2" by 11") or, if folded to that dimension, twice letter size (11" by 17"). Each section (defined below) shall be separated by a tabbed divider. Elaborate covers, binding, dividers, etc. are **NOT** required and are discouraged. Each Proposal must be organized in the following order:

1. Outside Cover and/or first page: This shall contain the name of the RFP, ("Request for Proposal for General Contracting Services for the City of Kyle Police Headquarters")
2. Table of Contents: The next page shall be a table of contents
3. Section 1 Divider: General Company Information and History
4. Section 2 Divider: Project Personnel and Experience
5. Section 3 Divider: Financial Information
6. Section 4 Divider: Safety Program Information

7. Section 5 Divider: Project Narrative, Testimonials and References
8. Section 6 Divider: Fee Quotation
9. Section 7 Divider: Completed Chapter 176 Conflict of Interest Questionnaire

F. Request for Proposal packages may be obtained via e-mail from PGAL Susan Hagerty. shagerty@pgal.com

Each Contractor submitting a proposal in response to this RFP agrees to waive any claim it has or may have against the City of Kyle or the Architect, for the Project, as specified in this RFP relating to any of the following: the administration, evaluation, or recommendation of any proposal; the COK's method, procedures, or process of soliciting or receiving proposals; the acceptance or rejection of any proposal; and the award of the Contract.

IX. Opening of Proposals and Selection Process. The following process will be used to enter into a contract with Contractor to provide the Construction Services requested under this RFP:

A. The Proposals will be reviewed by the COK Committee **between April 10th and April 17th.**

B. The COK Committee will short list and interview 1 or more firms, at the COK Committee's sole discretion, to clarify responses and receive additional information based on Criteria 1 through 6 listed below. The interviews are expected to be on or around **May 1st, 2020**. The interviews will focus on the project team, understanding of project scope, Contractor's approach to the project, project schedule, project budget, proposed fees and general conditions and other project related topics deemed appropriate by the COK Committee.

C. The COK Committee will review and rank each Proposal in relation to the following selection criteria and the weighted value given to each criteria:

<u>Selection Criteria</u>	<u>Weighted Value</u>
1. General Company Information and History	10 Points
2. Project Personnel and Experience	25 Points
3. Financial Information	15 Points
4. Safety	10 Points
5. Narrative, Testimonials and References	5 Points
6. Fee Quotation	15 Points
Total of Weighted Value for Short List	80 Points
7. Interview of Short-Listed Firms	20 Points

D. The COK Committee shall select the Proposal that offers the best value for the COK based on the selection criteria above and its ranking evaluation.

E. The COK Committee will meet with the highest ranked short-listed Contractor based on interviews to clarify any questions regarding the Proposal. The COK Committee, or a designated subcommittee of the Committee, will negotiate the final terms and conditions of the Contract for Contractor Services with the top-ranked Contractor submitting a Proposal.

F. If negotiations fail, the COK Committee's representatives will attempt to negotiate the Contract with the next ranked firm, and so on until the Contract is negotiated or all rejected. If the Contract is successfully negotiated, the Contract will be submitted to the COK's Committee for approval.

G. Within seven days after the COK's Committee approves the Contract, the COK will document the basis for the selection and make the evaluation public.

H. The City reserves the right to reject any and all bids. The City further reserves the right to reject any finalist.

I. The City reserves the right to waive technical mistakes, informalities, and irregularities in any Proposals received.

X. Questions

Please address your questions concerning this RFP **no later than 4:00 p.m. CDT, March 27th 2020**, via email, to: **PGAL, Attn: Susan Hagerty** shagerty@pgal.com.

XI. Legal Requirements

- A. This project will require the selected construction manager-at-risk to secure a Payment Bond and a Performance Bond as required by Texas Government Code chapter 2253. Both bonds must be for the full GMP, or if the GMP has not been established, in the amount of the construction budget of the project.
- B. This project will require the selected construction manager-at-risk to obtain and maintain several types of insurance coverage, including worker's compensation, general liability and umbrella liability policies, in amounts approved by the COK's Committee and as contained in the construction documents.
- C. The project is subject to the Texas Prevailing Wage Act – Texas Government Code chapter 2258. The COK Committee adopted a Resolution Adopting Prevailing Wage Rates, and the rates adopted are those published for Hays County, Texas, by the U.S. Department of Labor on XXX.
- D. The requirements of Subchapter J, Chapter [552](#), Government Code, may apply to this bid and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that

subchapter.

- E. Pursuant to Section 176.006, a Contractor (any person, business entity, or their agent) who enters or seeks to enter into a contract with the City, whether they are successful or not, for the sale or purchase of real property, goods or services, must file a "Conflict of Interest Questionnaire" with the City Secretary if the vendor has a family, employment, or other business relationship with a local government officer of the City, or has given a local government officer of the City or family member of the officer one or more gifts totaling more than \$100 in the previous twelve (12) months. A list of the local government officers can be found at www.cityofkyle.com.