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Request for Proposals

Project:

**Fine Arts Additions and Renovations to:  
Boyd High School, Cockrill Middle School  
and Evans Middle School**

**Due: February 1, 2018 at 2:00 PM**

Construction Manager at Risk



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**NOTICE  
REQUEST FOR PROPOSALS  
Fine Arts Additions and Renovations to:  
Boyd High School, Cockrill Middle School  
and Evans Middle School  
McKinney ISD RFP# 2018-547  
McKinney, Texas**

**Construction Management Services  
(CM at Risk - One Step Process)**

**McKinney Independent School District**

The McKinney Independent School District will accept proposals from Construction Managers at Risk until **2:00pm on February 1, 2018** at the Administration Office of McKinney ISD.

Corey Gililand, Director of Construction  
McKinney Independent School District  
1 Duvall Street  
McKinney, Texas 75069

McKinney ISD is seeking CM@ Risk services to provide pre construction services that includes estimation and constructability analysis during design. The CM @ Risk shall also provide Construction management services during bidding and construction. The assumed Project scope includes new and renovated music hall and associated support spaces on three separate campuses as follows:

- 9 Boyd High School – new expansion area = 7,540 SF and renovated area = 7,600 SF
- Cockrill Middle School – new expansion area = 6,960 SF and renovated area = 4,129 SF
- Evans Middle School – new expansion area = 6,960 SF and renovated area = 4,129 SF

The additions and renovations will be on three existing occupied campuses. The anticipated total construction value is \$12,000,000 with no add alternates included.

The Request for Proposals may be obtained from ReproCon beginning January 9, 2018. Contact [orders@reprocon.com](mailto:orders@reprocon.com). In addition to the above, copies of the Proposal Documents may be examined during normal business hours at the following location:

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

### 1. Introduction:

The McKinney Independent School District of Collin County, Texas proposes to construct "**Fine Arts Additions and Renovations to: Boyd High School, Cockrill Middle School and Evans Middle School**" and is requesting proposals for a Construction Manager-At-Risk in a one – step process for the work pursuant to Texas Education Code Sections 44.031 and 44.038. The Construction Manager-At-Risk shall assume the risk for construction, rehabilitation, alteration, or repair of the Project at the contracted price and provide consultation to the Owner and architect regarding Construction during and after the design of the facility in accordance with any and all applicable requirements of the Texas Education Code. Proposals are to be submitted in accordance with this invitation and the accompanying instructions.

### 2. Proposal Documents:

One (1) hard copy and three (3) digital copies of Sealed Proposals are to be submitted to McKinney Independent School District by mail or in person to the attention of: **Mr. Corey .Gililand, Director of Construction, #1 Duval Street, McKinney, Texas 75069**

5.



**INSTRUCTIONS TO OFFERORS (Construction Manager At Risk)**

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

- a. **Contractor's Qualifications Statement (MA Form A305):** Executed counterpart of the Contractor's Qualifications Statement, a copy of which is attached to the Proposal Form as Schedule 1.
- b. **Felony Conviction Notification:** Executed counterpart of the Felony Conviction Notification, in the form attached to the Proposal Form as Schedule 2.
- c. **Hold Harmless Agreement:** Executed counterpart of the Hold Harmless Agreement, in the form  
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Any Proposal may be considered unacceptable if the committee determines it fails to provide adequate information in technical and price proposals as specified in this Instruction to Offerors.

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

**(A) RELEVANT EXPERIENCE AND REPUTATION**

**20 Points**

1. Minimum of eight (8) years experience as a contractor and/or construction manager

contractor and/or construction manager at risk

2. A minimum of five (5) representative projects (dollar value) constructed under construction management at risk

contact person  
Offeror  
performance

**(B) PROJECTS**

The Offeror  
contemplated  
founded

The Owner will evaluate the cost of the General Conditions submitted by the Offeror based upon the price and the listing of general condition items that the Owner deems applicable to the project.

**(E) FEE**

**20 Points**

The Owner will evaluate the Fee submitted by the Offeror. Points shall be awarded in this division based upon the total number of proposals submitted, with the lowest proposed amount receiving the highest number of points, and the highest proposed amount receiving the lowest number of points.

**(F) PAST PERFORMANCE**

**10 Points**

Any past or ongoing projects with Owner will be considered in the evaluation process, including but not limited to, the following:

- Ability of contractor to remain on schedule.
- Cooperation with Owner and school staff.
- Proper and timely coordination of all trades and support personnel in completing the project.
- Minimum number of major deficiencies on the substantial completion punch list.
- Minimum number of warranty item call backs during the warranty phase.
- Consistent demonstration of commitment to excellence in workmanship.
- Safety Record

**(This space intentionally left blank)**

**Fine Arts Additions and Renovations to:  
Boyd High School, Cockrill Middle School  
and Evans Middle School  
EVALUATION FORM**

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

Address \_\_\_\_\_  
\_\_\_\_\_

Category	Possible Points	Score	Remarks
Relevant Experience and Reputation	<b>20</b>		
Project Management Ability	<b>20</b>		

Subcontractor and Supplier  
Support Capability



# PROPOSAL FORM FOR CONSTRUCTION



**FEES PROPOSED FOR PRECONSTRUCTION SERVICES**

Total fee for developing cost estimates based on Pre Construction Services, Budgeting/Cost Estimating, as described above. \$ \_\_\_\_\_

**FEES PROPOSED FOR OFFICE OVERHEAD AND PROFIT**

Total fee expressed as percentage of Cost of Construction % \_\_\_\_\_

**GENERAL CONDITIONS COSTS PROPOSED**

*Percentages proposed below will be fixed in the contract. Actual correlating dollar amounts should additionally be shown in the attached schedule of General Conditions Costs based on a Total Estimated Construction Cost of \$12,000,000. Final General Conditions Costs for items with fixed percentages will be based on percentage times actual cost of construction.*

**Contractor Bond** - includes separate 100% Performance and Payment bonds expressed as percentage of the Total Construction Cost \_\_\_\_\_%

**Contractor Insurance** – includes Contractor's general liability and other insurance - expressed as percentage of the Total Cost of Construction. \_\_\_\_\_%

Amount of Commercial General Liability (Limit) which can be furnished by CMR without increase in insurance rate proposed. \$ \_\_\_\_\_ M

What is your Insurance Rate Modifier? \_\_\_\_\_%

**List of General Conditions for Fine Arts Additions and Renovations to: Boyd High School, Cockrill Middle School and Evans Middle School**

**Onsite / Offsite Office Staff**

Project Manager	\$	x	%	x	= \$	_____
Superintendent	\$	x	%	x	= \$	_____
Project Engineer	\$	x	%	x	= \$	_____
Others	\$	x	%	x	= \$	_____
Others	\$	x	%	x	= \$	_____
Others	\$	x	%	x	= \$	_____

Weekly Rate x % Each Week on x # of Weeks = Total Cost in Project

**Total Staff Cost = \$ \_\_\_\_\_**

Weekly rates are to be fully burdened as complete rate that will be charged to the project, without additional multipliers, factors or supplemental costs. Note: Any bonuses paid as a part of this rate schedule are not allowed and not to be included as a part of the General Conditions costs.

Provide \$ amount to items listed below. Items listed as "cost of work" will not be accepted.

Field Engineering Labor	= \$ _____
Field Engineering Equipment and Supplies	= \$ _____
Field Project Office	= \$ _____
Temporary Fire Extinguishers and Safety Equipment and Labor	= \$ _____
Office Furniture	= \$ _____
Office Supplies	= \$ _____
Postage/Federal Express/Courier Services	= \$ _____
Miscellaneous Document Printing	= \$ _____
Copy Machine and Paper	= \$ _____
Office Equipment	= \$ _____
Telephone and Fax Services	= \$ _____

Janitorial SyP F8.1i.u = \_\_\_\_\_ e E SyP F802 Tw10(\_\_\_\_ 0 Td[\$\_004 T j0. -0.h.9 0 TLD 4) J BDC -36  
Td[\$\_\_\_\_)10(\_\_\_\_)10(\_\_\_\_)10(\_\_\_\_)10(\_\_\_\_)10(\_\_\_\_) J J0 Tc 0 Tw 8.9 0 Td( ) Tj EMC /P A/CID 16 BDC 0.004 Tc -0.002 Tw -402





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

**6. ATTACHED SCHEDULES**

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

Schedule 1	Contractor's Qualification Statement (MA Form A305)
Schedule 2	Felony Conviction Notification
Schedule 3	Hold Harmless Agreement
Schedule 4	Financial Statements
Schedule 5	Proposal Security
Schedule 6	Certificate of Insurance
Schedule 7	Questionnaire

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SCHEDULE 1

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

**SCHEDULE 2**

**SUSPENSION OR DEBARMENT CERTIFICATE**

**Non-**

### **SCHEDULE 3**

#### **HOLD HARMLESS AGREEMENT**

The Contractor shall defend, indemnify, and hold harmless, McKinney Independent School District and all of its trustees, officers, agents, and employees from and against all suits, actions, or claims of any character brought for or on account of any injuries or damages (including death) received or sustained by any person or property on account of, arising out of, or in connection with, any negligent

SCHEDULE 4

**FINANCIAL**  
**STATEMENTS (BY**  
**OFFEROR)**

SCHEDULE 5

**PROPOSED**  
**SECURITY (BY**  
**OFFEROR)**



**SCHEDULE 6**

**CERTIFICATE OF INSURANCE**  
**(BY OFFEROR)**

## SCHEDULE 7

### REQUEST FOR PROPOSAL - QUESTIONNAIRE

In addition to the information provided in the A305 Contractor's Qualification Statement, please provide the following information in the sequence and format prescribed by this questionnaire. Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.

1. Concepts for work as a Construction Manager at Risk
  - 1.1 Describe your organization's concepts for working in a team relationship with the Owner and Architect during the design and construction of major projects. Describe your organization's methods for estimating costs, and for scheduling during the design/documents phases. Which (one or more) of those projects listed above best

The Owner/Construction Manager Agreement is the AIA Form A133, 2009 Edition, as modified and the General Conditions to the Contract, AIA Form A201, 2007 Edition



7.6.2 If savings are realized during construction, what percentage of those savings is returned to the District? 100? Less?

7.6.3 What is the firm's concept for the disposition of any unused contingency included in the project cost? 100% to the District? Less?

8. Do you have any objections to the scope listed below in sections 9 through 13?

## 9. SERVICES

The successful Construction Manager shall be required to perform the following services during the Pre-Construction and Construction Phases of this Project:

### 9.1 PRE-CONSTRUCTION PHASE SERVICES

9.1.1 Manage the GMP DOCUMENTATION, including:

9.1.1.1 Detailed quantity surveys, pricing.

9.1.1.2 Procurement strategy and implementation.

9.1.2 Establish the BUDGET BY BID PACKAGE

9.1.2.1 Prepare a detailed SCHEDULE derived from detailed quantities for each bid package to satisfy milestones.

9.1.3 SITE UTILIZATION STUDY

9.1.3.1 Coordinate mobilization and plan logistical requirements.

9.1.3.2 Project office and material staging locations.

9.1.3.3 Ingress, egress.

9.1.3.4 Security requirements of owner.

9.1.4

9.1.5.5 Other questions raised during discussions.

9.1.6 RECEIVE BIDS:

9.1.6.1 Generate interest in vendors/contractors.

9.1.6.2 Advertise or solicit for bids/proposals.

9.1.6.3 Conduct bid/proposal openings.

9.1.6.4 Prepare tabulations for each bid or proposal package.

9.1.6.5 Review proposals for compliance with contract documents.

9.1.6.6 Review apparent low vendor's qualifications, past experience and



9.2.5.7 All change proposals for all contingency and buy-out fund sourcing must be identified by a generating RFI or ASI.

9.2.5.8 Submit recommendations to Architect for review and Owner for approval within 30 days of the generating RFI or ASI.

9.2.6 ESTABLISH A QUALITY MANAGEMENT PROGRAM:

9.2.6.1 All members of the team participate in the quality control effort.

9.2.6.2 Project Scope Review:

9.2.5.2.1 Intended purpose.

9.2.5.2.2 Are the project needs met?

9.2.5.2.3 Existing conditions reviewed.

9.2.5.2.4 Future needs.

9.2.6.3 Incorporate Restrictive Conditions in documentation to include:

9.2.6.4 Social environment, influence of neighbors, environmental impact.

9.2.6



- 9.2.7.4 Material cost reports
- 9.2.7.5 Unit cost reports
- 9.2.7.6 Monthly detail cost sheet
- 9.2.7.7 Monthly job costs
- 9.2.7.8 Accounts payable
- 9.2.7.9 Monthly project billing

9.2.8 ESTABLISH SCHEDULE ADHERANCE CONTROL:

- 9.2.8.1 Create a Construction Baseline Schedule for the entire project for submission to the Owner/Architect within 3-weeks of the Notice to Proceed.
- 9.2.8.2 Schedules shall be in accordance with the Project Manuel.
- 9.2.8.3 Schedule regular meetings with Subcontractors and material suppliers to assure the necessary coordination of work between the trades to allow the work to progress according to the Baseline Schedule.
- 9.2.8.4 Updates shall indicate progress of each activity with recording of the actual start date and actual completion dates on the schedule during construction as compared to the Baseline Schedule.
- 9.2.8.5 In the event of a major time revision due to a change order or significant recorded delay the Baseline Schedule shall be modified to a Recovery Schedule and submitted to the Owner/Architect within 3-weeks of the recorded delay.
- 9.2.8.6 Once reviewed and approved by the Owner/Architect, the Recovery Schedule will become the basis for further schedule progress on the project.
- 9.2.8.7 Any request for time extension due to weather delay or any other type of delay must be reference the Baseline Schedule or a subsequent approved Recovery Schedule and must include other required information identified in the agreement. All requests for extension shall be submitted to the Owner/Architect within 30 days of the delay.

#### 9.2.10 JOBSITE SECURITY Functions:

- 9.2.10.1 Monitor and control employee, vendor and public access to the jobsite.
- 9.2.10.2 Monitor and control material and equipment deliveries to the jobsite.
- 9.2.10.3 Monitor and control material and equipment being removed from jobsite through a material release form.
- 9.2.10.4 Monitor and control site traffic.
- 9.2.10.5 Monitor and perform periodic checks for alcohol and drugs.
- 9.2.10.6 Monitor and control tools.
- 9.2.10.7 Monitor material storage.
- 9.2.10.8 Monitor trailers and all equipment within.
- 9.2.10.9 Maintain proficiency first-aid and CPR programs.
- 9.2.10.10 Monitor compliance with district's No Smoking policy.
- 9.2.10.11 Monitor compliance with district's weapon-free zones.
- 9.2.10.12 Monitor and control employee, vendor access or interaction with students and staff.
- 9.2.10.13 Monitor and control compliance with District's harassment-free environment for students and staff.
- 9.2.10.14 Monitor and control employee, vendor theft.

#### 10. HUMAN RESOURCES:

As construction managers, provide assistance and policies on Equal Employment Opportunity, minority and women-owned business enterprises, sexual harassment or discrimination, drug abuse program, labor relations, employment transfers or reassignments and assuring proper personnel for project requirements.

It shall be the responsibility of the awarded Construction Manager, and at the awarded Construction Manger's expense, to comply with Criminal History Record Information as required by Senate Bill 9 passed in the 80<sup>th</sup> legislative session. Prior to any work performed, the awarded Construction Manager shall certify to McKinney ISD that criminal history checks have been completed for each employee and/or subcontractor that would have direct contact with students. The Construction Manager will be required to supply proof of insurance as required of Senate Bill 9 and keep required insurance current. The Construction Manager may also be required to provide copies of licenses. All Construction Manager and subcontractor employees who will be on any campus, must present a valid form of identification and be cleared through the campus security system or badged prior to admission to the campus.

#### 11. PROJECT POST CONSTRUCTION SERVICES:

- 10.1.1 Provide operating and maintenance manuals.
- 10.1.2 Secure and assemble warranties or guarantees.
- 10.1.3 Provide check-out of equipment.
- 10.1.4 Instruct operating personnel in equipment operating and maintenance procedures.
- 10.1.5 Assist in actual start-up of equipment.
- 10.1.6 Implement close-out procedures and ensure requirements are met:

- 10.1.6.1 Subcontractors' and vendors' final payment
- 10.1.6.2 Resolution of claims
- 10.1.6.3 Final change orders
- 10.1.6.4 Lien releases
- 10.1.6.5 Final lien waivers
- 10.1.6.6 Consent of sureties
- 10.1.7 Assist Owner in enforcement of warranties or guaranties.
- 10.1.8 Conduct walk-through with Owner and Contractor one year after project completion.

## 12. TRANSFER OF OWNERSHIP

All personal property charged against this project for use on this, or any other MISD project, shall transfer to the MISD after the completion of this project. If identified property is not transferred to MISD at the conclusion of this project, the value of that identified property will be deducted from the final payment to the Construction Manager. Such items that may be transferred are digital cameras, computers, office furniture, and material handling equipment, construction trailers, scaffolding, ladders, or any other item that is deemed of value and was a direct cost to this project. Items owned by the Construction Manager and utilized at this project but not paid out of the funding for this project will remain the property of the Construction Manager.

## 13. AUDITS

The Owner will retain the right to audit any or all accounting records of this project upon demand for up to 1 year after final completion of the work or final acceptance of the work by the Owner, whichever is later. The audits may include any or all payments made to subcontractors, companies or individuals, for all work associated with this project, to the extent required for a complete accounting of all costs. The accounting method must clearly show the breakdown of the following as a minimum:

- Unit and material cost
- Invoices
- Specific wage rates (unburdened actual costs) for all trades
- Documentation of actual burden and benefit costs for all personnel chargeable to the project.
- Premium time mark-ups for all trades, if any
- Contractor's fee
- Materials mark-up
- Subcontractors mark-ups