

WHITE SETTLEMENT INDEPENDENT SCHOOL DISTRICT

**FEE PROPOSAL – STEP 2
CONSTRUCTION MANAGER AT-RISK**

Multiple Construction Projects resulting from May 2022 Bond Referendum



June 9, 2022

**NOTICE OF REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGER AT-RISK, TWO STEP PROCESS**

Pursuant to the provisions of the Texas Government Code Chapter 2269, Subchapter F, it is the intention of the White Settlement Independent School District ("District" or "Owner") to select a Construction Manager At-Risk (CMAR), via a two-step process, for the construction of multiple projects resulting from the May 2022 Bond Referendum. This is Step 2 of the two-step process.

Sealed proposals shall be identified on the cover as follows;

**CMAR Request for Proposals – Step 2
2022 Construction Projects May 2022 Bond
White Settlement Independent School District
To open June 13, 2022**

Sealed proposals (five hard copies and one digital copy in .pdf format) shall be submitted to:

**Janette Owens, CPA, RTSBA
Director of Bonds and Financial Transparency
White Settlement Independent School District
401 S Cherry Ln
White Settlement, TX 76108**

No later than 2:00 PM (local time) on Monday, June 13, 2022

The District shall receive, publicly open, and read aloud the name of the firms submitting a proposal and the fees and prices in the proposal. Upon conclusion of the interviews, if any, and

submission of the Step 2 Proposals, the firms will be evaluated and ranked in accordance with the criteria contained in the Request for Qualifications (Step 1) and determined to provide the best value for the District.

Queries about the project and the Request for Proposals should be addressed to:

Janette Owens, CPA, RTSBA
Director of Bonds and Financial Transparency
White Settlement Independent School District
janowens@wsisd.net

CONSTRUCTION MANAGER AT-RISK SELECTION SCHEDULE

- First Advertisement Thursday, May 19, 2022
- Request for Qualifications Released Thursday May 19, 2022
- Second Advertisement Thursday, May 26, 2022
- Memorial Day(District Holiday) Monday, May 30, 2022
- Pre-submittal Conference
Administration Building
401 S Cherry Ln
White Settlement, TX 76108 **9:00 AM** - Tuesday, May 31, 2022
- Deadline for Questions **2:00 PM** - Friday, June 3, 2022
- Addendum (if needed) Monday, June 6, 2022
- Receive Statements of Qualifications (Step 1)
Administration Building
401 S Cherry Ln
White Settlement, TX 76108 **2:00 PM** - Wednesday, June 8, 2022
- Establish short list of firms and notify for Step 2 Thursday, June 9, 2022
- Conduct Interviews (if elected) **9:00 AM – 12:00 PM** - Monday, June 13, 2022
- Receive Proposals (Step 2)
Administration Building
401 S Cherry Ln
White Settlement, TX 76108 **2:00 PM** - Monday, June 13, 2022
- Evaluate Proposals and Rank Selections Tuesday, June 14, 2022
- CMAR Recommendation in Board Packet Wednesday, June 15, 2022
- Recommendation to Board of Trustees Monday, June 20, 2022

PROPOSAL RESPONSE GUIDELINES

Proposer's response to this Request for Proposal shall include:

- **Fee Proposal Form(s)**, completed on the attached Form(s). The Fee for home office overhead, profit and all preconstruction services will be a fixed dollar amount based on a percentage of the Cost of the Work as defined in Article 7 of the AIA A133-2019, modified by the Owner.
- Provide a separate Proposal Form for each Construction Project. Check the appropriate box for the Construction Project at the top of the page.
- **General Conditions Percentage**, completed per the attached Form. Do not anticipate downloading General Conditions into Subcontractors to artificially lower this percentage. For any costs tied to a fixed construction amount (such as bonds), use the construction budget identified in the request for qualifications.

An on-site Field Office(s) is to be established by the CMAR using a trailer office on site as required by project definition. This Field Office(s) will hold offices for the CMAR's field team and a workspace for the Architect.

The project team utilizes "Project Mates" as the District-wide standard Bond Program tracking and information collection database for all of the projects coordination. The selected CMAR shall provide four hours of training for their selected PM and Superintendent to be accustomed to this software package. All communication for this project including submittal of detailing pay applications between the Owner, Architect, and CMAR shall be on this web based construction program.

For each of the May 2022 Bond Referendum projects the CMAR's site staff during construction is anticipated to include as a minimum a full time Superintendent on-site. The CMAR(s) will provide on-site telephone, copier, wi-fi and email to the Owner's on-site representatives as needed. CMAR(s) shall not change the team staffing of this project without the consent of the Owner.

FEE PROPOSAL FORM

For Work under a "Construction Manager At-Risk" Contract

Proposal from _____, organized and existing under laws of the State of _____.

The undersigned hereby proposes to furnish all labor, materials, tools, and necessary equipment to perform the work required to construct the project(s) as described in the Request for Proposal.

The undersigned further agrees to provide a Guaranteed Maximum Price (GMP) based upon complete construction documents. Upon approval of the GMP, the Agreement shall be executed with the GMP establishing the Final Contract Sum.

Warranty

All work will be warranted for one year from Substantial Completion or longer if specifically required of certain components in the final technical specifications.

Basis of Fees and General Conditions

The Fee will be a fixed dollar amount based on a percentage of the Cost of the Work. The General Conditions costs shall also be based on a percentage of the Cost of the Work.

FEE PROPOSAL FORM (Complete a Separate Proposal Form for Each Project)

- Brewer Middle School Additions and Renovations**
- West Elementary School – Future Early Childhood Academy**
- Brewer High School Additions and Renovations**

A separate Proposal Form must be submitted for each construction project for which the CMAR is submitting a Step 2 Proposal. Duplicate the Proposal Form in its entirety and check the appropriate box next to the Construction Project above for each proposal.

The AIA Document A133-2019, modified by the District, is the basis for definitions of Fee and General Conditions.

NOT TO EXCEED PRICE FOR PRE-CONSTRUCTION SERVICES IF CONSTRUCTION PHASE DOES NOT COMMENCE

All costs for pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis are included in the Construction Manager's Fee proposal below. However, **if the construction phase services do not commence for any reason**, payment to the Construction Manager for preconstruction services shall be the necessary and reasonable costs of such services, not to exceed the lump sum of:

Note: To avoid misunderstanding this Pre-Construction Services Fee Proposal will **ONLY** be relevant if, for any reason, the District does not proceed with the Construction Manager's Construction Phase services, **in all other cases the Construction Manager's Fee proposed below will be deemed to include the all compensation for Preconstruction Phase Services.**

Respondent proposes the following not to exceed amount to be paid to the Construction Manager if the Construction Phase of the Project does not commence for any reason:

_____ Dollars \$ _____
(Amount in figures)

If the amount is "zero", enter "0"; do not enter "no bid"

PROPOSED CMAR "FEE"

For home office overhead, profit and all preconstruction services, list your proposed Construction Manager's Fee as a percentage of the Cost Of The Work as defined in Article 7 of the AIA Document A133-2019 as amended by the Owner.

For purposes of clarity, the Construction Manager's Fee will **not** be calculated as a percentage of the Contract Sum, the Guaranteed Maximum Price or the Construction Budget. No Construction Manager's Fee shall be paid on the Construction Contingency until funds are allocated from the contingency to the Cost of the Work

Respondent proposes the following percentage to be multiplied by the Cost of the Work to arrive at the Construction Manager's Fee for home office overhead and profit.

_____ Percent (___%)

FEE PROPOSED FOR CHANGE ORDERS

See Section 7.1.4 of the A201-2017, modified by the Owner

General Conditions costs per month should the Construction schedule exceed the estimated construction Duration (Assume the General Conditions costs can be translated to a per diem after one month extension. Billing to the Owner shall not exceed actual costs incurred by the Construction Manager).

\$ _____

GENERAL CONDITIONS

The percentage proposed below will be fixed in the contract.

The term General Conditions Costs shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The General Conditions Costs shall not be compensated based on actual cost, and include only the items set forth in § 6.1.7.2 of the AIA A133-2019, modified by Owner. The following work is included in general conditions costs to be reimbursed in accordance with Section 6.1.7.1:

.1 Labor Costs

a. Wages or salaries all of the Construction Manager's supervisory, administrative and other personnel, whether employees or independent contractors, when stationed at the site. This includes all of the Construction Manager's staff except employees performing portions of the Work pursuant to Section 9.4. This includes but is not limited to: project superintendents (including assistants), managers and administrators (including assistants); project engineers (including assistants); secretaries and other office staff; estimating, cost control, scheduling and safety staff (dedicated to Project and located on site), field engineers (including assistants) and security staff and watchmen.

b. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in General Conditions Costs under articles.1a of this section, Labor Costs. Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor shall be allocated to Home Office Overhead and will be compensated within the Construction Manager's Fee Percentage.

c. Cost of obtaining criminal history record information (CHRI) on personnel engaged by Construction Manager if CHRI is required for the Project.

d. Expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling between projects in discharge of duties connected with the Work

e. Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work.

.2 Materials And Equipment, Temporary Facilities And Related Items

a. All costs of mobilization and demobilization of the project site.

b. Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment (including hoisting and material-moving equipment required and used on site) and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of Owner-approved storage of materials and equipment, if any, suitably stored off the site at a mutually acceptable location.

c. Rental charges for temporary facilities, machinery, equipment (including hoisting and material-moving equipment required and used on site), and hand tools not customarily owned by construction workers that are provided by the

Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools.

d. Rental and costs of operation of Construction Manager's site office, including transportation, erection, installation, dismantling, maintenance, and removal; supply of general office supplies, equipment (including computers, and copiers) and furnishings; maintenance, repairs of same and temporary utilities.

e. Cost of temporary project signage; temporary fencing; temporary fire protection; temporary security and protection of the Project site; tree protection not included in a specific subcontract scope; dewatering of project site and areas not included in a specific subcontract scope; temporary irrigation, partitions; temporary streets/roads including maintenance and dust control; off-site parking for onsite personnel; temporary safety covered pedestrian walkways, building entry protection; street and sidewalk barricades, traffic control and related safety measures; temporary electricity, water and gas for the project site, including costs of connection; erosion control including SWPPP measures and maintenance of same; General Layout – Maintaining benchmarks, establishing control points, layout of the building corners and maintaining horizontal control.

f. Costs of safety training programs and OSHA compliance; edge railing and toe boards; first aid supplies and training costs; cups, water, coffee for personnel and subcontractors (i.e. office and Jobsite/field water and ice) including cost of distribution; hard hats and safety goggles required by site personnel and subcontractors.

g. Costs of removal of debris from the site of the Work and its proper and legal disposal, including periodic cleaning during the project performed by the Construction Manager including labor, equipment, material and supplies; dumpsters or other means of removal of debris from the project site (including dump charges) and coordination of same. Final cleaning of the Project Site, not included in a contract for final cleaning of a portion of the Work.

h. Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. This includes but is not limited to costs of: reproduction of construction documents outside of the agreed upon number to be provided; electronic distribution of construction documents; record drawings and shop drawings and other submittals; project documentation, including photographs and digital video; record documents including paper and electronic media; closeout documents and operations and maintenance manuals.

i. Cost of licenses and dues arising from construction permitting requirements; software and data processing licenses; CPM scheduling software licenses.

j. Costs for communications services, communications devices, electronic equipment, and software, directly related to the Work and located at the site, including website and software; hosting costs; and communication devices including telephones (wired and wireless), fax machines, pagers and radios.

k. Costs of advertising for trade contractors, subcontractors and vendors as required to establish guaranteed maximum price.

l. Cost of providing warranties and warranty inspection.

The amount permitted to be charged for Project for General Conditions will be computed each month based on the amount of the Cost of the Work requested in a given payment application multiplied by a specified percentage as provided in this Proposal.

Provide your proposed General Conditions Costs for the Project, expressed as a percentage of the overall Cost of the Work. The General Conditions costs which shall be included in arriving at this percentage include the costs defined in **Section 6.1.7 and all subparts** of the AIA Document A133-2019, as amended by the Owner, and as defined above. In order to be able to accurately compare the General Conditions proposals, the General Conditions percentage proposed will be PRESUMED to be based upon these definitions. The Respondent shall not change the items included in the General Conditions, or substitute its own definition of items to be included in the General Conditions. If a Respondent proposes General Conditions costs based upon any other definition, the Owner will disqualify the Respondent's proposal as non-responsive. The General Conditions will also be utilized in arriving at the Guaranteed Maximum Price and no items listed in the General Conditions, will be permitted to be included as part of the Cost of the Work, nor will items reasonably inferred to be General Conditions costs of maintaining the Project Site be included under a "General Requirements" or similar division as Cost of the Work.

Respondent proposes the following percentage to be multiplied by the actual Cost of the Work to arrive at the General Conditions costs for the Project.

_____ **Percent (___%)** _____

Contractor Insurance – includes Contractor's general liability and other insurance required by Article 11, AIA General Conditions A201-2017, modified by the District- expressed as percentage of the Total Construction Cost.

___%

What is your Insurance Rate Modifier?

Amount of Commercial General Liability (Limit) that can be furnished by CMAR without increase in insurance rate proposed.

\$ _____ **M**

Can you add the Owner, Architect, and Engineers on your policies as additional insured without additional cost to the Owner? (Circle one) Yes No

Subcontractor Bonding

Do you require your subcontractors to furnish payment and performance bonds?
(Circle one) Yes No

Will you use sub-guard insurance on this project?
(Circle one) Yes No

How will you manage your risk of subcontractor default on this project?

The following items are to be **included in your "Fee"** percentage rather than as General Conditions:

Safety Supervisor inspections

Vehicle rental, repair, insurance, and maintenance
Project scheduling services (except for time of field office staff)
Project accounting services (except for time of field office staff)

Acknowledge receipt of Addenda; #1 #2 #3
(Circle number to acknowledge receipt of addenda)

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

1. Respondent will hold Proposal open for acceptance for ninety (90) days.
2. Respondent accepts Owner's right to reject any or all Proposals, to waive formalities and to accept the Proposal which Owner considers to provide the best value to the Owner.
3. By signing this Proposal Form, the undersigned on behalf of the Respondent affirms that, to the best of his/her knowledge, the information concerning this Proposal has been arrived at independently and is being submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Respondents in the award of this Proposal.
4. All contingencies and savings shall be returned one hundred percent (100%) to the Owner.
5. Respondent has read and understands the Proposal Documents and the Owner/Construction Manager Agreement, and this Proposal is made in accordance with these documents.
6. Respondent has carefully inspected the Project site(s), and that from the Respondent's own investigation, the Respondent has satisfied itself as to the nature and location of the Work within the scope of the Project and the character, quality, quantities, materials and difficulties to be encountered; the kind and extent of equipment and other facilities needed for the performance of the Work; the general and local conditions and other items which may in any way affect the Work or its performance; and the Respondent has correlated the Respondent's site observations with the requirements of the Agreement. The Respondent understands and accepts the difficulties and costs associated with the Work and the Project site and the potential delays, disruptions in work and costs associated therewith and has included such considerations in its construction schedule and the Proposal amount.
7. All information submitted by the Respondent to the Owner in response to this Request

for Proposals is true and correct. The District, or any authorized representative of the District, is authorized by the undersigned to contact any firm, institution, or person to obtain information about our firm's services, financial condition, and any other information which the District might determine as being desirable.

8. To the fullest extent permitted by applicable law, the Respondent 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 proposals; waiver of any requirements under the Proposal Documents or the Contract Documents; acceptance or rejection of any proposals; and the award of a Contract.

9. The Project will be undertaken in accordance with the applicable provisions of Chapter 44 of the Texas Education Code and Chapter 2269 of the Texas Government Code.

Date: _____

Signed: _____

Printed Name & Title: _____

Name of Firm: _____

Organized as a: (Mark One)

Proprietorship _____

Partnership _____

Corporation _____

Other (Described) _____

Under the law of the State of _____

Tax ID No.: _____

Legal Address:

Telephone No.:

Fax No.:

Email:
