



## 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  
(One Step Process)

McKinney RFP# **2018-547**

## Architect

**Stantec Architecture Inc.**  
5717 Legacy Drive Suite 250  
Plano TX 75024-4246  
Tel: (214) 473-2400  
Fax: (214) 473-2401



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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:

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:

Reprographic Consultants  
325 N. Saint Paul St., Suite 275  
Dallas, TX 75201

McKinney Independent School District reserves the right to waive any informality and to reject any or all proposals.

## 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 Duvall Street, McKinney, Texas 75069** no later than 2:00PM, February 1, 2018 and identified as a proposal for the **Fine Arts Additions and Renovations to: Boyd High School, Cockrill Middle School and Evans Middle School** (MISD RFP# **2018-547**)

Inquiries about the project or this proposal should be addressed to Mr. Chris Leija, Senior Project Manager, Stantec, in writing, by email. Verbal requests for clarification will not be addressed and will not be binding. Contact information is as follows:

Email: [chris.leija@stantec.com](mailto:chris.leija@stantec.com)

Proposal documents may be examined or picked up from Reprocon 325 N. Saint Paul Street, Suite 275, Dallas, TX 75201. Contact: [orders@reprocon.com](mailto:orders@reprocon.com)

Digital copies maybe requested from Chris Leija in writing at [chris.leija@stantec.com](mailto:chris.leija@stantec.com).

### 3. Pre Proposal Conference:

A Pre Proposal Conference will be conducted at McKinney I.S.D.'s Admin Building, 1 Duvall St, McKinney TX 75069 on **January 19, 2018 at 2:00 PM**. Attendance is not mandatory but strongly recommended.

### 4. Project Description:

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 as follows:

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 anticipated construction value is \$12,000,000.

## 5. Project Schedule:

All buildings and site work are to be substantially complete by June 2019. The selected Construction Manager-At-Risk will be expected to provide assistance to MISD and the Stantec with the selection of building systems, cost estimating, scheduling, and phasing during the design and the development of the Construction documents, and to build the Project thereafter as a Construction Manager-At-Risk.

### Budget:

Fine Arts Additions and Renovations to: Boyd High School, Cockrill Middle School and Evans Middle School	\$12,000,000
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### Schedule:

Release of RFP Document	January 9, 2018
Pre Proposal Conference	2:00 PM – January 19, 2018
Deadline for Questions	5:00 PM – January 25, 2018
Addenda 1 (if required)	January 29, 2018
RFP Submittal Deadline	2:00 PM – February 1, 2018
Interviews of Proposers (if desired)	February 6, 2018
Regular Board Meeting (for Action)	February 27, 2018

All dates included in the schedule below are estimates only:

### Bidding:

Early Civil Set Out-to-Bid	4/18/2018
Remainder CD's Out-to-Bid	5/14/2018
Early Civil Set Board Approval (IGMP)	5/22/2018
Early Civil Set Notice - to - Proceed	5/23/2018
Remainder CD's Pre-Bid Conference	5/24/2018
Remainder CD's Bid Date	6/6/2018
Remainder CD's Board Packet Due	6/19/2018
Remainder CD's Board Approval (FGMP)	6/26/2018
Remainder CD's Notice - to - Proceed	6/27/2018

### Construction (Building Expansion Scope)

Begin Early Civil Set	5/23/2018
Begin Remainder CD's	7/2/2018
Early Civil Set Substantial Completion	8/2/2018
Remainder CD's Substantial Completion	2/28/2019

### Construction (Building Renovation Scope)

Substantial Completion	6/30/2019
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**6. Evaluation:**

Proposals are to include the information requested in the sequence and format prescribed. Organizations submitting may provide additional information further describing their capabilities and experience. All proposals will be reviewed by a panel consisting of district personnel and representatives of the architectural firm. The evaluation committee will evaluate and rank based on the criteria set in this RFP. The evaluation committee will contact the proposers if the district decides to interview the top proposers. The dates for potential interview are listed under Project Schedule.

**7. Proposal Security:**

Each proposal must be accompanied by proposal security in the amount of five percent (5%) of the Estimated Project Budget, pledging that the successful Offeror will, within 30 calendar days after the successful Offeror is notified of the acceptance of its proposal, enter into a written contract with the Owner on the terms stated in the proposal documents, as evidenced by the unconditional execution and delivery of such contract, and furnish payment and performance bonds, evidence of insurance and other submittals as required by the proposal documents. Should the successful Offeror fail or refuse to enter into such contract or furnish such bonds or evidence of insurance within the time above-stated, such proposal security shall be forfeited to the Owner as damages, not as a penalty. Such proposal security shall be in the form of cash, certified funds payable to the order of the Owner, or a bond in favor of the Owner. The bond shall be on AIA Document A310 "1970 Edition," and shall be issued by a corporate surety duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds. If the amount of the bond exceeds the legal underwriting limitation of the surety, the Offeror and the surety shall provide the Owner with evidence that the excess is reinsured with one or more reinsurers who are duly authorized, accredited, and licensed to do business in the State of Texas. Any proposal, which is not accompanied with proposal security in the form and amount required herein, shall be rejected as nonconforming. The Owner shall have the right to retain the security of all Offerors to whom an award is being considered until either (i) the Contract has been unconditionally executed and delivered by the parties and any required payment and performance bonds, evidence of insurance and other submittals have been furnished, or (ii) all proposals have been rejected by the Owner without the acceptance of any proposal.

End of this section

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

**CONTRACT DOCUMENTS** : The proposal documents shall include the Invitation to Offerors, these Instructions to Offerors, the Drawings (Re: Index), the proposal form and any other sample proposal and contract forms. The Contract Documents shall consist of the Agreement between McKinney Independent School District ("Owner") and Construction Manager where the Construction Manager is also the Constructor (AIA Form A133, 2009 Edition, as modified) the General Conditions to the Contract (AIA Form A201, 2007 Edition, as modified), and the Drawings, and all Addenda issued prior to execution of the contract. Each Offeror shall carefully study and coordinate the Contract Documents with one another and with any existing work or work under construction, shall examine the site and local conditions, and shall report to SHW Group (the "Architect") and the Owner any errors, inconsistencies or ambiguities discovered prior to the RFP Submittal Deadline. By submitting a proposal, the Offeror represents that the Offeror has prior experience on construction projects of the same or similar type, nature and class as the Work; that the Offeror has read and understands the proposal documents and the Contract Documents; that the proposal is made in accordance with the Contract Documents; and that the Offeror has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated the Offeror's site observations with the requirements of the Contract Documents.

Any discrepancy or conflict with the Drawings shall be brought to the attention of Architect and the Owner. Discrepancies or conflicts not brought to Architect's and Owner's attention and clarified during the proposal process for the Project will be deemed to have been priced in the more costly manner or difficult manner, and the better quality or greater quantity of the Work shall be provided by the Contractor in accordance with Architect's interpretation.

### **PRECONSTRUCTION PHASE**

Construction Manager Duties during pre-construction phase include but not limited to the following:

- a. Confirm overall project budget. (Provide detailed estimates at SD, DD, CD milestones)
- b. Confirm overall project schedule.
- c. Develop phasing of construction.
- d. Develop an overall management plan and Critical Path Management of critical design and construction dates.
- e. Analysis of building systems.
- g. Review Construction Drawings and Specifications.
- h. Prepare a construction critical path management for the issuance of subcontractor proposal packages.
- i. Verify existing conditions especially MEP systems.

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

**FORM OF PROPOSAL**: Proposals shall be submitted on the prescribed form, and all blanks on the proposal form shall be completed, in ink or typewritten, with sums expressed in both words and figures (in case of discrepancy between the two, the amount written in words shall govern). Each copy of the proposal shall include the legal name of the Offeror and shall indicate whether the Offeror is a sole proprietor, partnership, corporation or other legal entity. Each copy of the proposal shall be signed by the person or persons legally authorized to bind the Offeror. A proposal by a corporation shall name the state of incorporation of the Offeror, and shall include reasonable evidence of the authority of the person signing the proposal to bind the corporation.

**REPRESENTATIONS AND CERTIFICATIONS**: **The Proposal Form must be filled out, signed, and returned with your submittal.** RETURN SIGNED ORIGINAL PROPOSAL, ONE (1) HARD COPY AND (3) DIGITAL COPIES OF THIS PROPOSAL IN A SEALED ENVELOPE PLAINLY MARKED WITH PROPOSER'S NAME, OPENING DATE AND TIME. RETURN PROPOSAL TO:

Corey Gililand, McKinney Independent School District, #1 Duvall Street, McKinney, Texas 75069.

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 attached to the Proposal Form as Schedule 3.
- d. **Financial Statements:** Current financial statements of the offeror, as of the most recent calendar (or fiscal) year ended and current monthly income and expense statements for the fiscal year to date, certified by the offeror to be true and correct, to be attached to the Proposal Form as Schedule 4.
- e. **Proposal Security:** A certified check or bid bond issued by surety authorized to issue surety bonds in the State of Texas in the amount equal to five percent (5%) of the Estimated Project Cost, to be attached to the Proposal Form as Schedule 5.
- f. **Certificate of Insurance (By Offeror):** Attached to the Proposal as Schedule 6.
- g. **Questionnaire:** A questionnaire in the form attached to the Proposal as Schedule 7.

**ITEMS (a) THROUGH (g) ABOVE ARE REQUIRED BY THE OWNER TO ADEQUATELY EVALUATE THE OFFEROR'S PROPOSAL. FAILURE OF THE OFFEROR TO DELIVER ANY SUCH ITEMS WITH ITS PROPOSAL SHALL CONSTITUTE A BASIS FOR REJECTION OF THE PROPOSAL BY THE OWNER.**

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

Relevant Experience and Reputation  
Project Management Ability  
Subcontractor and Supplier Support Capability  
Price Proposal  
Past Performance

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

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

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



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

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

**(B) PROJECT MANAGEMENT ABILITY**

**20 Points**

The Offeror shall provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Offeror, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Offeror's ability to perform the services. Include this information within the proposal.

- a. The Offeror shall include a discussion of their total organizational structure. The Offeror shall indicate the qualifications of all key personnel, including the project manager and project superintendent, assistant superintendent, project scheduler, estimator assigned to this project and the percentage of the time they will allocate to the project.
- b. The Offeror shall include a discussion of the methods, tools, or procedures used to schedule the work contemplated under this proposal.
- c. The Offeror shall include evidence of ability to obtain the required bonding, insurance, general liability, and the ability to cover operating expenses. Include pertinent bank, bonding company, and creditor references with account numbers, points of contact, and telephone numbers.
- d. Each Offeror shall be capable of furnishing payment and performance bonds, each in the amount of 100% of the contract sum. The Surety Company providing the bonds must be approved for the amount of the bonds by applicable laws of the State of Texas and by Owner and licensed to do business in the State of Texas. Compliance with this requirement may be in the form of a notarized letter from the proposed bonding company confirming Offerors ability to obtain the specified bonds
- e. The Offeror shall be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

**10 Points**

The Offeror shall have the capabilities to effectively utilize subcontractors. Describe the Offeror's system for the selection, award and management of subcontractors.

**(D) Cost OF GENERAL CONDITIONS**

**20 Points**

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:

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

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**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	<b>10</b>		
General Conditions	<b>20</b>		
Fee	<b>20</b>		
Past Performance	<b>10</b>		
<b>Total Points</b>			

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

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

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

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

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

**PREVAILING WAGE RATES:** McKinney Independent School District utilizes the prevailing wage determinations for Collin County, Texas as issued by the U.S. Department of Labor. The Davis-Bacon wage rate determination web site address is: <http://www.gpo.gov/davisbacon/TX.html>

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

# PROPOSAL FORM FOR CONSTRUCTION

Fine Arts Additions and Renovations to:

Boyd High School, Cockrill Middle School

and Evans Middle School

**MCKINNEY INDEPENDENT SCHOOL DISTRICT**

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

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

To: The office **Greg Suttle, Executive Director of Facilities Services and Construction**  
McKinney Independent School District Administration Building  
#1 Duvall Street McKinney, Texas 75069

Having examined the Invitation to Offerors and Instructions to Offerors for the Project prepared by Stantec dated September 18, 2016, the following is a breakdown of all proposed fees.

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

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

1. Provide costs for General Conditions expressed as dollar amounts. Submit cost for all information in this section as listed below. Please indicate with N/A (**not applicable**) the items included in the General Conditions List for each price form, in your opinion that do not apply to this project. Please indicate with a 0 (**zero**) the items included in the General Conditions List for each price form, that are included in your fee and will not be billed as General Conditions. The following items are to be included in the primary fee percentage rather than in line item:

Field office staff bonuses & profit sharing plans  
All off-site staff costs  
Vehicle mileage to the project site for field office staff  
Safety Supervisor inspections  
Personal computers/computer charges/ data storage devices  
Insurance risk reserve funds and management of insurance risk funds  
Fuel (except for onsite equipment)  
All mobile or two-way communication devices

Vehicle rental, repair, insurance, gas and maintenance of main office and field  
office staff, including employee vehicle allowances  
Project scheduling services (except for time of field office staff)  
Project accounting services (except for time of field office staff)

Moving expenses  
AGC fees or other similar fees

2. Salaries shall be identified for ALL proposed positions and are to be fully burdened, including ALL associated costs such as vacation, holidays, raises, benefits, etc., but may not include costs are listed to be included in the fee.
- 3.
4. List required insurance on the following form where indicated. All Insurance shall be listed as a lump sum amount for all costs associated with the insurance line item.

**(This space intentionally left blank)**

**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 Services	= \$ _____
Miscellaneous Carpentry or Other Labor	= \$ _____
Miscellaneous Small Tools and Consumables	= \$ _____
All Risk Builder's Insurance	= \$ _____
General Commercial Liability Insurances	= \$ _____
All other Insurances in addition to CGL required	= \$ _____
Contractor's Bond	= \$ _____
Building Permit Fees	= \$ _____
Construction, Equipment Freight and Insurance Charges	= \$ _____
Construction on going Clean-Up	= \$ _____
Final Clean-Up	= \$ _____
Special Testing Equipment Rentals	= \$ _____
Travel	= \$ _____
General Purpose Labor	= \$ _____
Aerial Photographs & Progress Photographs	= \$ _____
Dumpsters	= \$ _____
Project Sign (1)	= \$ _____
Temporary Chem. Toilets (Duration of Project)	= \$ _____
Other (Defined by Respondent)	= \$ _____
Other (Defined by Respondent)	= \$ _____
Other (Defined by Respondent)	= \$ _____
Other (Defined by Respondent)	= \$ _____
Other (Defined by Respondent)	= \$ _____

**Total Estimated General Conditions including Field Office Staff**    = \$ \_\_\_\_\_



## 2 ADDENDA

Undersigned acknowledges receipt of Addenda Nos. and date(s) \_\_\_\_\_

## 3. PROPOSAL SECURITY

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

## 4. CONTRACTOR'S PERSONNEL

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

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

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

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

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

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

## 5. REPRESENTATIONS

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

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

- D. To the fullest extent permitted by applicable law, the Offeror waives any claim it has or may have against the Owner, 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

**(This space intentionally left blank)**

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

Signed: \_\_\_\_\_

\_\_\_\_\_  
Title

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

Organized as a: (Mark One):

Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation

Under the law of the State Of: \_\_\_\_\_



Legal Address:

\_\_\_\_\_

\_\_\_\_\_

(Date)

\_\_\_\_\_

Email: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

If Bid is by a corporation, affix seal in space above legal address.

END

SCHEDULE 1

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

## SCHEDULE 2

### FELONY CONVICTION NOTIFICATION

**State of Texas Legislative Education Code, Section 44.034, Notification of Criminal History, subsection**

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

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

### SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

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

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

\_\_\_\_\_

**AUTHORIZED COMPANY OFFICIALS NAME:** \_\_\_\_\_ (Printed)

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

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

### SCHEDULE 3

#### HOLD HARMLESS AGREEMENT

The Contractor shall defend, indemnify, and hold harmless, 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 act or omission of Contractor or any agent, employee, subcontractor or supplier of Contractor in the execution or performance of the Contract for

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

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2018.

#### CONTRACTOR:

By:

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

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

STATE OF TEXAS,  
COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2018, by

\_\_\_\_\_ of \_\_\_\_\_ a

Texas \_\_\_\_\_, on behalf of \_\_\_\_\_ said

---

Notary Public, State of Texas

SCHEDULE 4

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

**SCHEDULE 5**

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



**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 exemplify these concepts and experience?

#### 1.2 Cost Estimates

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

#### 1.3 Fees, General Conditions

Describe how your fee for pre-construction phase services would be determined.

#### 1.3 Savings

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

#### 1.4 Contingencies

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

#### 1.5 Cost Information

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

#### 2. Personnel

Given the scope and schedule of the project, identify the specific Project Manager, Estimator, and Superintendent who would work on the project, as well as additional staff you are proposing to assign to this project. Provide a resume for each individual.

#### 3. Owner/Contractor Agreement

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, as modified. Both documents are available for review on McKinney I.S.D.'s web site at: <http://www.mckinneyisd.net/departments/facilities/>. Each Proposer must agree to all terms and conditions of both documents (which have been modified for this project.)

#### 4. References

For five (5) of the firms most recently used completed educational projects, identify a representative of the owner and a representative of the architect (provide name, phone/fax numbers) whom we could contact as references re: your organizations services. Ideally some of the references should be for educational projects of comparable scope and cost.

#### 5. Safety

Provide information pertaining to your firm's accident frequency rate and modifier for the last five years. Include a copy of your firm's safety program.

#### 6. Schedules

Provide samples of schedules that will be used to control various project phases.

#### 7. Criteria For Selection

7.1 Per the Texas Education Code 44.031, Purchasing Contracts, McKinney I.S.D. **shall** consider any or all of the following in determining to whom to award the contract(s) for Construction Manager(s) at Risk services for Renovations and Additions to McKinney High School identified herein.

- (1) the purchase price (all fees combined);
- (2) the reputation of the vendor and of the vendor's goods or services;
- (3) the quality of the vendor's goods or services;
- (4) the extent to which the goods or services meet the District's needs;
- (5) the vendor's past relationship with the District;
- (6) the total long-term cost to the District to acquire the vendor's goods or services;
- (7) any other relevant factor that a private business entity would consider in selecting a vendor.

- (a) The relevant experience of the vendor
- (b) Past performance of the vendor
- (c) Vendor's safety record
- (d) Proposed personnel for the project
- (e) Methodology for the project
- (f) Acceptance of proposed contract terms

7.2 Extrapolated from this list, the following criteria will be considered in ranking RFP's received from construction managers and will be the basis for selection of those some may be interviewed prior to recommendation to the board.

#### 7.3 EXPERIENCE

7.3.1 The reputation of the vendor and of the vendor's goods or services;

- 7.3.2 The quality of the vendor's goods or services;
- 7.3.3 The vendor's past relationship with school construction, i.e. renovations and addition projects with districts similar to Owner in size, scope and likeness of project;
- 7.4 DISTRICT'S NEEDS
  - The extent to which the goods or services meet the District's needs;
  - 7.4.1 Does the construction manager appear to have the capability to meet the District's needs?
  - 7.4.2 Does the description provided by the firm of its pre-construction services evidence both understanding and capability of the process in general and as it applies to this specific project?
  - 7.4.3 Does the construction manager appear to have the capability to meet the District's schedule objectives?
- 7.5 ORGANIZATION, LICENSING, FINANCIAL INFORMATION, PERSONNEL, REFERENCES, SAMPLE CONTRACT
  - Any other relevant factor that a private business entity would consider in selecting a vendor.
  - 7.5.1 How long has the firm been in business providing the type of services sought after?
  - 7.5.2 Does the firm's organizational structure, licensing and financial information indicate that the firm is capable of undertaking the district-wide projects?
  - 7.5.3 Do the personnel proposed for the projects appear to have the appropriate experience, capabilities?
  - 7.5.4 Did the references listed (both owner's and architect's) have a favorable experience with the organization? Would they work with them again? How comparable was their project to the proposed project?
  - 7.5.5 Are the AIA Documents A133, 2009 Edition, as modified and the General Conditions to the Contract A201, 2007 Edition, as modified acceptable to the proposer?
  - 7.5.6 What is the proposer's safety record?
- 7.6 COST ISSUES
  - 7.6.1 Is the format/nature of cost estimates prepared by the firm during the design phases informative/useful for the District/Architect? Are the initial and final estimates consistent in nature and format?

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 Prepare SUBCONTRACTOR BID OR PROPOSAL PACKAGES, including:

9.1.4.1 Project Manual, outlining the requirements of the construction.

9.1.4.2 Schedule (by bid or proposal package interface).

9.1.4.3 Detailed scope of work.

9.1.4.4 Detailed document listing.

9.1.4.5 Proposal forms for each bid or proposal package.

9.1.4.6 Form of contract and purchase order forms.

9.1.4.7 Insurance requirements.

9.1.4.8 Bonding requirements.

9.1.4.9 Prequalification of bidders/proposers.

9.1.4.10 Other special requirements.

9.1.5 CONDUCT PRE-BID MEETINGS for each bid or proposal package, addressing:

9.1.5.1 Project requirements.

9.1.5.2 Document review for specific questions.

9.1.5.3 Sequence/schedule review.

9.1.5.4 Site restrictions.

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 liquidity.

9.1.7 CONDUCT PROPER AWARD OF CONTRACTS/PURCHASE ORDERS:

9.1.7.1 Conduct pre-award meetings.

9.1.7.2 Review schedule of values.

9.1.7.3 Review subcontractors' general conditions.

9.1.7.4 Review scope of work.

9.1.7.5 Identify shop drawing requirements.

9.1.7.6 Perform document review and specifications review.

9.1.7.7 Review contractors' personnel:

9.1.7.7.1 Project Managers

9.1.7.7.2 Superintendents

9.1.7.7.3 Foremen

9.1.7.8 Implement Partnering Program if owner elects to do so.

9.1.7.9 Establish quality requirements and standards.

9.1.7.10 Review sequence and Schedule.

9.1.7.11 Identify accounting requirements.

9.1.7.12 Review insurance requirements.

9.1.7.13 Review safety and security requirements.

9.1.7.14 Recommend award of contracts.

9.2 The successful Construction Manager shall be required to perform the following services during the Construction Phase of this Project:

9.2.1 PREPARE AND ISSUE AS CONSTRUCTION MANAGER (or for the Owner):

9.2.1.1 Contracts.

9.2.1.2 Rental agreements.

9.2.1.3 Budget adjustments for all transactions.

9.2.1.4 Computerized accounting for tracking and projections.

9.2.2 PROVIDE COORDINATION AND MANAGEMENT OF SUBCONTRACTORS

9.2.2.1 Establish site organization, including work and storage areas.

9.2.2.2 Establish jobsite management organization and jobsite procedures.

9.2.2.3 Maintain daily log for jobsite record.

9.2.2.4 Provide general conditions work to meet project requirements.

9.2.2.5 Prepare and issue change orders and contracts.

9.2.2.6 Prepare subcontractor change orders and contracts.

- 9.2.2.7 Monitor construction cost and projections.
- 9.2.2.8 Prepare and maintain cash flow projection for Owner.
- 9.2.2.9 Monitor and maintain quality control.
- 9.2.2.10 Shop drawing control.
- 9.2.2.11 Equipment and material control.
- 9.2.2.12 Provide and monitor overall progress and short interval scheduling.
- 9.2.2.13 Prepare billings and progress payments.
- 9.2.2.14 Conduct subcontractor coordination meetings.
- 9.2.2.15 Provide coordination between subcontractors.
- 9.2.2.16 Prepare and receive requests for information.
- 9.2.2.17 Prepare agendas and conduct weekly safety and progress meeting.
- 9.2.2.18 Prepare and distribute weekly safety and progress meeting minutes.
- 9.2.2.19 Establish subcontractor progress payment procedure for processing and payment.
- 9.2.2.20 Monitor subcontractors' pay applications.

#### 9.2.3 MONTHLY REPORT:

- 9.2.3.1 Summarize project financial status.
- 9.2.3.2 Review and summarize past month's construction performance.
- 9.2.3.3 Project the coming month's construction activities.
- 9.2.3.4 Present status report on change orders - delays and time extensions.
- 9.2.3.5 Identify problems that threaten construction quality, cost and schedule.

#### 9.2.4 PROVIDE CHANGE ORDER CONTROL:

- 9.2.4.1 Implement system for change orders.
- 9.2.4.2 Allocate change order responsibilities.
- 9.2.4.3 Review change order requests from subcontractors.
- 9.2.4.4 Negotiate change orders with subcontractors.
- 9.2.4.5 Submit recommendations to Owner.

#### 9.2.5 PROVIDE CHANGE PROPOSAL CONTROL:

- 9.2.5.1 Implement a system for tracking owner's contingency and allowance funds and update weekly.
- 9.2.5.2 Implement a system for tracking construction manager contingency and buy-out funds and update weekly.
- 9.2.5.3 Appropriately allocate change proposals to the correct funding allowance or contingency.
- 9.2.5.3 Review change proposal requests from subcontractors.
- 9.2.5.4 Negotiate fair, market rate change proposal amounts with subcontractors.
- 9.2.5.5 Reject change proposal requests from subcontractors where requested costs are not fair, market rate amounts.
- 9.2.5.6 Reject change order requests from subcontractors where requested costs are contractually obligated in the bid documents, Owner-CM agreement and/or the CM-Subcontractor agreement.

- 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.
- 9.2.6.5 Natural conditions, grounds and peripherals.
- 9.2.6.6 Research on legal requirements.
- 9.2.6.7 Research on existing structures, facilities.
- 9.2.6.8 Review of Design Development for:
  - 9.2.5.8.1 Complete construction documents in the order they are to be purchased and constructed.
  - 9.2.5.8.2 Complete documents for pre-purchased equipment.
  - 9.2.5.8.3 Design compatibility with future operation and maintenance.
  - 9.2.5.8.4 Constructability
- 9.2.6.9 Coordinate schedule and assist independent testing and inspection agencies selected by the school district, involving the following work:
- 9.2.6.10 Underground piping
- 9.2.6.11 Soils
- 9.2.6.12 Concrete
- 9.2.6.13 Rebar
- 9.2.6.14 Miscellaneous steel
- 9.2.6.15 Structural steel
- 9.2.6.16 Mechanical systems
- 9.2.6.17 Electrical
- 9.2.6.18 Life safety systems
- 9.2.6.19 Energy management systems
- 9.2.6.20 Others as required
- 9.2.6.21 Work with area superintendents of subcontractors
- 9.2.6.22 Prepare operations to minimize quality control problems
- 9.2.6.23 Require formalized quality management program from subcontractors:
- 9.2.6.24 Ensure conformance to project's quality standards previously established.
- 9.2.6.25 Follow-up to assure correction of deficiencies on test reports

9.2.7 ACCOUNTING Functions:

- 9.2.7.1 Insurance requirements
- 9.2.7.2 Schedule of values review
- 9.2.7.3 Labor cost reports



- 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 of time must be submitted in the month following the month in which the delay occurred.

## 9.2.9 JOB SAFETY Objectives:

- 9.2.9.1 Conduct weekly safety meeting:
- 9.2.9.2 Implement project safety requirements.
- 9.2.9.3 Review subcontractor safety programs.
- 9.2.9.4 Subcontractor conformance, initiate knowledge of OSHA requirements:
  - 9.2.9.4.1 Subcontractor responsible for costs and damages.
  - 9.2.9.4.2 Submission of accident and injury reports.
  - 9.2.9.4.3 Subcontractor safety programs
  - 9.2.9.4.4 Require subcontractor safety representative.
  - 9.2.9.4.5 Require forty-eight hour reports.
  - 9.2.9.4.6 Require weekly tool box safety meeting.
- 9.2.9.5 Maintain safety meeting minutes:
- 9.2.9.6 Inform subcontractors of procedures
- 9.2.9.7 Enforce alcohol and drug programs by subcontractors.
- 9.2.9.8 Implement and maintain clean-up.

#### 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 Manager'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
- Insurance and bond costs
- Equipment and tool rental costs
- Any other documentation required

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. Audits will use the proposal and bidding information as the basis for verification of costs at each audit. The Construction Manager is to provide certification and reconciliation of all project costs to Owner at the completion of the project.

END