

Request for Proposals for  
Construction Manager at Risk  
for

# McKinney High School HVAC Retrofit and Roofing Project



January 10, 2011

McKinney RFP# 2010-469



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5717 Legacy Drive  
Suite 250  
Plano, Texas 75024

(214) 473-2613 FAX  
(214) 473-2400

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**NOTICE REQUEST FOR  
PROPOSALS**

**McKinney High School HVAC Retrofit and Roofing Project  
McKinney ISD RFP #2010-469  
McKinney, Texas**

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

**McKinney Independent School District**

**SHWGROUP**

The McKinney Independent School District will accept proposals from Construction Managers at Risk until January 10, 2011, at 2:00 p.m. at the Administration Office of McKinney ISD:

Nancy F. James, Assistant Superintendent of Support Services  
McKinney Independent School District 1 Duvall Street  
McKinney, Texas 75069

for Construction Management Services for McKinney High School HVAC Retrofit and Roofing Project. The project will require two (2) phases with Phase I including the entire roof replacement and the installation of approximately 60 RTU's and 60 Split Systems. Phase 2 will be the installation of RTU's for gyms, locker rooms, and fine arts areas. The construction cost expected to be approximately \$7,950,000.00. Construction will begin around April 1, 2011.

The Request for Proposals may be obtained beginning January 4, 2011.

In addition to the above, copies of the Proposal Documents may be examined during normal business hours at the following location:

K & M Reprographics  
9076 Forest Lane  
Dallas, Texas 75243

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

# McKINNEY INDEPENDENT SCHOOL DISTRICT

Tim Dry, Director of  
Construction Administration  
Building #1 Duvall Street  
McKinney, Texas 75069

## PICK-UP AT

**K & M Reprographics**  
9076 Forest Lane  
Dallas, Texas 75243

## ARCHITECT

### SHW GROUP

5717 Legacy Drive  
Suite 250  
Plano, Texas 75024  
Telephone: (214) 473-2400; FAX (214) 473-2613  
Email: vnayak@shwgroup.com

Date: January 4, 2011

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

- 1. REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER - AT RISK:** The McKINNEY INDEPENDENT SCHOOL DISTRICT ("MISD" or "Owner") of Collin County, Texas proposes to construct "**McKinney High School HVAC Retrofit and Roofing Project**" ("Project") and is requesting competitive sealed proposals for a Construction Manager-At-Risk for the work pursuant to Texas Education Code Sections 44.038 and 44.039. The Construction Manager-At-Risk shall assume the risk for construction, rehabilitation, alteration, or repair of the Project at the contracted price as a general contractor and provide consultation to the Owner 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. PROJECT DESCRIPTION: McKinney High School HVAC Retrofit and Roofing Project** is generally described as follows: A renovation project that includes roof replacement, new roof top units and split systems, removal of old chiller system, , lighting upgrades, related ceiling and electrical work and such in Collin County, Texas. The existing building is a two story structure with approximately 328,500 SFT of built area and with a roof area of approximately 224,600 SFT.
- 4. PROJECT SCHEDULE:** Phase I will be complete by August 10, 2011. Phase 2 will be complete by August 1, 2012. The selected Construction Manager-At-Risk will be expected to provide

assistance to MISD and the Architect with the selection of building systems, cost estimating and scheduling during the design and the development of the Construction documents, and to build the Project thereafter as a Construction Manager-At-Risk. The school shall remain operational during construction. The CM shall ensure coordination with campus staff to keep it minimally disruptive to schools normal operations and shall work around testing dates.

5. **ESTIMATED PROJECT BUDGET:** \$7,950,000
6. **PRE-PROPOSAL CONFERENCE:** A Pre-Proposal Conference will be conducted at McKinney High School, 1400 Wilson Creek Parkway, McKinney, Texas 75069 on **January 5, 2011 at 3:00 p.m. (CST)**. All entities desiring to submit proposals are strongly encouraged to attend this conference. Site available for evaluation from 3:00 p.m. to 6:00 p.m. following pre-proposal conference.
7. **PROPOSAL DOCUMENTS:** Proposal Documents may be obtained from the office of the Architect. No partial sets of Proposal Documents will be issued by the Architect and the Owner and/or Architect will not be responsible for errors or misinterpretations resulting from the issue of incomplete sets of Proposal Documents available January 4, 2011.

In addition to the above, copies of the Proposal Documents may be examined during normal business hours at the following locations:

K & M Reprographics  
9076 Forest Lane  
Dallas, TX 75243

8. **SCHEDULE FOR PROPOSAL RECEIPT AND OPENING OF PROPOSALS AND CONDUCTING OF INTERVIEWS:** All proposals must be delivered in person or by United States mail. Proposals received by oral, telephonic, facsimile, telegraph or other electronic means are invalid and will not receive consideration. All documents required to be submitted as set forth in the Instructions to Offerors shall be enclosed in a sealed, opaque envelope, addressed to Tim Dry, Director of Construction, McKinney Independent School District at the address specified below and identified as a proposal for **McKinney High School HVAC Retrofit and Roofing Project (MISD RFP #2010469)**. If the proposal is delivered other than by personal delivery, the sealed envelope shall be enclosed in a separate envelope clearly notated "Sealed Proposal Enclosed" on the face thereof All proposals must be delivered to Owner at the following address:

Tim Dry, Director of Construction  
McKinney Independent School  
District Administration Building #1  
Duvall Street McKinney, Texas  
75069

(a) **Deadline for Submitting Proposals/ Opening Proposals:** The Owner will receive proposals until **2:00 p.m. (CST), on January 10, 2011**. At such time, all proposals timely received shall be publicly opened and the name of the Offeror and the monetary terms of the Proposal (i.e., the fees and prices) read aloud. Each Offeror shall assume full responsibility for timely delivery of its Proposal to the location designated for receipt of such Proposal. Proposals received after the date and time for receipt of proposals will not receive consideration and will be returned unopened.

(b) **Evaluation of Proposals:** MISD will promptly engage in a preliminary evaluation process of the timely submitted Proposals. Within forty-five (45) days after the opening of the Proposals, MISD will complete its evaluation and rank each Proposal submitted based on its published criteria.

(c) **One-step Process.** MISD has elected to select a Construction Manager-At-Risk in a one-step process as permitted by Section 44.038 of the Texas Education Code; such one-step process being set forth in detail herein.

- 8 **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.

**McKinney High School HVAC Retrofit and Roofing Project**  
**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 A121CMc, 2007 Edition) the General Conditions to the Contract (AIA Form A201, 2007 Edition), the Supplementary and Other Conditions included with the proposal documents, 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 at once report to SHW (the "Architect") any errors, inconsistencies or ambiguities discovered. 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.

Offerors may request clarification or interpretation of proposal documents. Any such request must be in writing and must be received by the Architect at least FOUR (4) days prior to the last date for receipt of proposals. Interpretations, corrections and/or changes of or to the proposal documents will be made by written Addendum only. Any interpretations, corrections or changes of or to the proposal documents, made in any other manner will not be binding upon the Owner, and Offerors may not rely thereon.

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 are but not limited to the follow:

- a. Confirm overall project budget.
- b. Confirm over all 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 Documents.
- h. Prepare a construction critical path management for the issuance of proposal packages.

**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). All requested alternates shall be priced, and if no change in the base price is required, the phrase "No Change" shall be inserted into the appropriate location. 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 AND ONE (1) COPY OF THIS PROPOSAL IN A SEALED ENVELOPE PLAINLY MARKED WITH VENDOR'S NAME, OPENING DATE AND TIME. RETURN PROPOSAL to

Tim Dry, 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. **Supplemental Conditions:** Schedule 1
- b. **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 2.
- c. **Felony Conviction Notification:** Executed counterpart of the Felony Conviction Notification, in the form attached to the Proposal Form as Schedule 3.
- d. **Hold Harmless Agreement:** Executed counterpart of the Hold Harmless Agreement, in the form attached to the Proposal Form as Schedule 4.
- e. **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 5.
- f. **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 6.
- g. **Certificate of Insurance (By Offeror):** Attached to the Proposal as Schedule 7.
- h. **Questionnaire:** A questionnaire in the form attached to the Proposal as Schedule 8.

**ITEMS (a) THROUGH (h) ABOVE ARE REQUIRED BY THE OWNER TO ADEQUATELY EVALUATE THE OFFEROR'S QUALIFICATIONS. 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.

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.

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.

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

**(A) RELEVANT EXPERIENCE AND REPUTATION 25 Points**

1. Minimum of eight (8) years experience as a contractor 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 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 25 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 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:and shall include the total number of calendar days that are required to complete the scope of the work. Time of completion of the contract is important to the Owner and will be a factor in the consideration of the award of the contract.
- 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**

1. The Offeror shall have the capabilities to effectively utilize subcontractors. Describe the Offeror's system for the selection, award and management of subcontractors, and a schedule of proposed subcontractors for this project. Attach this information to the proposal.

**(D) PRICE PROPOSALS 30 Points**

1. The Owner will consider the total contract cost as part of its evaluation. The Owner shall have the right to accept alternates in any order or combination unless otherwise specifically provided in the proposal documents.
2. 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.

**(E) 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.

# McKinney High School HVAC Retrofit and Roofing Project

## EVALUATION FORM

General Contractor \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_

Category	Possible Points	Score	Remarks
Relevant Experience and Reputation	<b>25</b>		
Project Management Ability	<b>25</b>		
Subcontractor and Supplier Support Capability	<b>10</b>		
Price Proposals	<b>30</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 any trustees, officers, and employees of Owner, 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 as issued by the U.S. Department of Labor. The Davis-Bacon wage rate determination web site address for the state of Texas is [www.access.gpo.gov/davisbacon/tx.html](http://www.access.gpo.gov/davisbacon/tx.html)

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

**PROPOSAL FORM FOR CONSTRUCTION  
FOR  
MCKINNEY HIGH SCHOOL HVAC RETROFIT AND  
ROOFING PROJECT**

**McKINNEY INDEPENDENT SCHOOL DISTRICT**

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

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

To **Nancy F. James, Assistant Superintendent of Support Services**  
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 **SHW Group LLP** dated January 4, 2011, the following is a breakdown of all proposed fees.

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

- (i) Hold Proposal open for acceptance for sixty (60) days.
- (ii) Accept right of Owner to reject any or all Proposals, to waive formalities and to accept the Proposal, which Owner considers most advantageous.
- (iii) 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.

**I FEE PROPOSAL "A" MCKINNEY HIGH SCHOOL HVAC RETROFIT AND ROOFING PROJECT**

- A. **PRECONSTRUCTION FEE** For all pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis the total cost for these services list the lump sum amount you will charge.

Dollars \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

(If the amount is "zero", enter ".00", do not enter "no bid")

- B. **GENERAL CONDITIONS** For all General Conditions, list your proposed cost as a fixed construction cost. Refer to **Schedule "A"** for all required items to be included in the CM's General Conditions cost.

Dollars \$ \_\_\_\_\_

\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Amount written in words governs) (Amount in figures)

(If the amount is "zero", enter ".00", do not enter "no bid")

**General Conditions are based on an estimated project budget of \$7,950,000. This project may be broken into phases.**

**PROPOSAL FORM FOR CONSTRUCTION**

**C. FEE**

For overhead and profit, list your proposed fee as a percentage of construction cost.

\_\_\_\_\_ (Percent) %

**II. ADDENDA**

Undersigned acknowledges receipt of Addenda Nos. \_\_\_\_\_  
\_\_\_\_\_ dated, 2011

**IV. 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").

**V. 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 (Site #1): \_\_\_\_\_

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

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

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

**VI. 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 have 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.

**VI. ATTACHED SCHEDULES**

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

- Schedule 1 Supplemental Conditions
- Schedule 2 Contractor's Qualification Statement (MA Form A305)
- Schedule 3 Felony Conviction Notification
- Schedule 4 Hold Harmless Agreement
- Schedule 5 Financial Statements
- Schedule 6 Proposal Security
- Schedule 7 Certificate of Insurance
- Schedule 8 Questionnaire

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.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Facsimile

\_\_\_\_\_  
Date



**THIS PROPOSAL FORM MUST *BE* SUBMITTED BY  
2:00 p.m., January 10, 2011**

**Submit To  
Nancy F. James, Assistant Superintendent of Support Services  
McKinney Independent School District Administration Building  
#1 Duvall Street McKinney, Texas 75069**

### **SCHEDULE 3**

#### **SUPPLEMENTAL CONDITIONS**

McKinney ISD has a standard supplemental conditions that will follow the section of modify, change, delete from or add to General conditions of the contract for construction, AIA document A201- 2007.

**SCHEDULE 3**

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

**SCHEDULE 3**

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**FELONY CONVICTION NOTIFICATION**

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**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 before the termination of the contract."**

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

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making subawards 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 subrecipients 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 4

**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

\_\_\_\_\_ ("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 \_\_\_\_\_, 2011.

CONTRACTOR:

By: \_\_\_\_\_

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

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

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by

\_\_\_\_\_ of \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

**SCHEDULES**

**FINANCIAL STATEMENTS (BY OFFEROR)**

**SCHEDULE 6**

**PROPOSED SECURITY (BY OFFEROR)**

SCHEDULE 7

**CERTIFICATE OF INSURANCE (BY OFFEROR)**



## SCHEDULE 8

### **REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGER-AT-RISK QUESTIONNAIRE**

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. Firm Information:**

Name of firm:

Address of principal's office:

Phone, Fax:

Form of Business Organization (Corporation, Partnership, Individual, Joint Venture, other?):

Year Founded:

Primary Individual to Contact:

#### **2. Organization**

2.1 How many years has your organization been in business as a Contractor?

2.2 How many years has your organization been in business under its present name? Under what other or former names has your organization operated?

2.3 If your organization is a corporation, answer the following: Date of incorporation, State of incorporation, President's name, Vice-President's name(s), Secretary's name, and Treasurer's name.

2.4 If your organization is a partnership, answer the following: Date of organization, type of partnership (if applicable), and names of general partner(s).

2.5 If your organization is individually owned, answer the following: Date of organization, name of owner.

2.6 If the form of your organization is other than those listed above, describe it and name the principals.

#### **2. Licensing**

3.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

3.2 List jurisdictions in which your organization's partnership or trade name is filed.

#### **3. Experience**

4.1 List the categories of work that your organization normally performs with its own forces.

4.2 List any subcontractors in which your organization has some ownership and list the categories of work those subcontractors normally perform.

4.3 Claims and suits (If the answer to any of the questions below is yes, please attach details).

4.3.1 Has your organization ever failed to complete any work awarded to it?

4.3.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

4.3.2 Has your organization filed any lawsuits or requested arbitration with regards to construction contracts within the last five years?

4.4 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

- 45 Current work: List the major construction projects your organization has in progress, giving the name and location of project, the nature of your selection for the project and the service you are providing (general contractor with bid selection, construction manager with qualification selection and GMP, etc.), owner, architect, contract amount, percent complete and scheduled completion date.
- 46 Work over last 5 years: List major projects (particularly educational facilities) constructed by your organization over the last 5 years. For each project, provide the name, nature of the project/function of the building, size (SF), location, cost, completion date, owner and architect, and the manner in which your organization was selected (bid or RFP or other method).

## 5 **Financial Information:**

5.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses)
- Net fixed Assets
- Other Assets
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes)
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par value, earned surplus and retained earnings)

5.2 • Name and address of firm preparing attached financial statement and date thereof.

5.3 Is the attached financial statement for the identical organization named under item 1 above? If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g. parent — subsidiary).

54 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

5.5 Provide name, address, and phone for bank reference.

5.6 Surety: Name of bonding company, name and address of agent.

## 6 **Experience with, Concepts for working as a Construction Manager-At- Risk.**

61 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.

62 Cost Estimates Attach a sample conceptual cost estimate prepared during the design phase of a 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.)

6.3 *Fees, General Conditions* Describe how your fee for pre-construction phase services would be. For your services after the GMP, describe how your fee would be calculated. Distinguish between what is included in your fee vs. the cost of the job (general conditions) and the estimated maximum percentage of the total construction cost your fees and general conditions together would comprise.

6.4 Savings

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

65 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.

66 Cost Information

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

7. **Personnel** Given the scope and schedule of the project, identify the specific Project Manager, Project Scheduler, Estimator, and Superintendent who would work on the project. Provide a resume and references for each individual.
  
8. **Owner/Contractor Agreement** We propose to base the Owner/Construction Manager—At-Risk Agreement on the AIA Document A121/CMc- 2007 Edition with Amendment. Please note any exceptions/issues you would raise relative to this document. Please review attached Schedule 1 Supplemental Conditions.
  
9. **References** For 5 of the projects listed above (re: item 4.5), 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 organization's services. The references should be for educational projects of comparable scope.

## SCHEDULE A

### ITEMS INCLUDED IN GENERAL CONDITIONS COST

1. The items of General Conditions shown below are intended to be a comprehensive list of all possible "General Conditions" expenses associated with the construction of the high school. The construction manager is responsible for providing all requirements for the project.
2. If an Offeror expects to incur additional "General Conditions" expenses NOT shown on this list, the Offeror is expected to add those items to the list and include those in the Fixed General Conditions amount that is entered on the Proposal Form.
3. After a contract for construction is awarded the Owner expects to pay the cost of Work from subcontractor, the Construction Manager's General Conditions and the Construction Managers fee. No other miscellaneous expense will be permitted.
4. Included in general conditions but not limited to:

Senior Project Manager / Project Executive (Half Time)  
Project Manager On Site / Per Site (Full Time) Project  
Manager Vehicle and or Allowance/Mileage  
Superintendent On Site (Full Time)  
Assistant Superintendent On Site (Full Time)  
Any Personnel Vehicles and or Allowance/Mileage  
Project Engineer On Site  
Project/Cost Engineer  
Office Engineer  
Technology Engineer  
Project Expediter/Asst. PM  
Accounting  
Payroll Taxes on General Conditions  
Sales Tax on Unincorporated GC Material  
Secretary/Admin. Personnel Quality On Site (Full Time)  
Control Manager  
General Purpose Labor  
Subsistence/Per Diem  
Mileage/Travel  
Travel - Home Office And Field  
Safety Training And Programs  
Fire Protection (Temporary)/Extinguishers  
First Aid Supplies  
Office Cleanup  
Ice, Cups And Coffee  
CPM Schedule And Project Control Systems  
Job Signage and Advertising  
Progress Photographs (Monthly)  
CM Office Trailers, Fax Machine  
Job Telephone, Fax, Computer and Copier Costs  
Architect/Owner Trailer, DSL Lines For Arch. Office  
CM Storage Sheds  
Temporary Chemical Toilets (Duration of Project)

Temporary Plumbing  
 Safety Equipment  
 Field Communication Systems  
 CM Job Office Expenses, Furniture, Set-UP, Maintenance And Repair  
 CM Job Office Equipment, Stationery And Supplies Mobilization/Demobilization  
 Computers/Software  
 Copier/Maintenance Agreement/ Copier Costs  
 Cellular Phones/Pagers/Phones/Radios  
 Tractor  
 Generators — Portable  
 Labor Burden  
 CM and Architect Field Office Utilities  
 Automobile Expensed For Construction Management Staff  
 Delivery Service/ Postage  
 Shop Drawings/ Plans/Surveys/Blue Lines/Copies  
 Gas, Oil, Grease  
 Vehicle Repair  
 Incidental Equipment  
 Safety Fees To AGC And Dues  
 Field Engineering and Equipment  
 Field Engineering Layout (Supplement To Subcontractor Proposal Package) Layout  
 Batterboard  
 Engineering Equipment  
 Survey Supplies And Equipment  
 Temporary Fence At Compound - Install And Maintain (Duration of the Project)  
 Temporary Fence At Site - Install And Maintain (Duration of the Project)  
 Temporary Weather Protection  
 Temporary Partitions  
 Continuous Jobsite - Cleanup  
 Weekly Clean-Up  
 Final Clean-Up  
 Trash Dumpsters/Trash Haul (Duration of Project)  
 Temporary Enclosures  
 Small Tools  
 Tool Storage Sheds For Construction Management Use  
 Street Clean Up  
 Sidewalk Protection  
 Perimeter Protection  
 Wash Glass  
 Setup and Cost for Temporary Electric/Gas/Water Service (Duration of Project)  
 Off Site Storage/Street Rental  
 Building and Site Dewatering  
 Provide Coordination Of The Following Work Items: (Duration of Project)

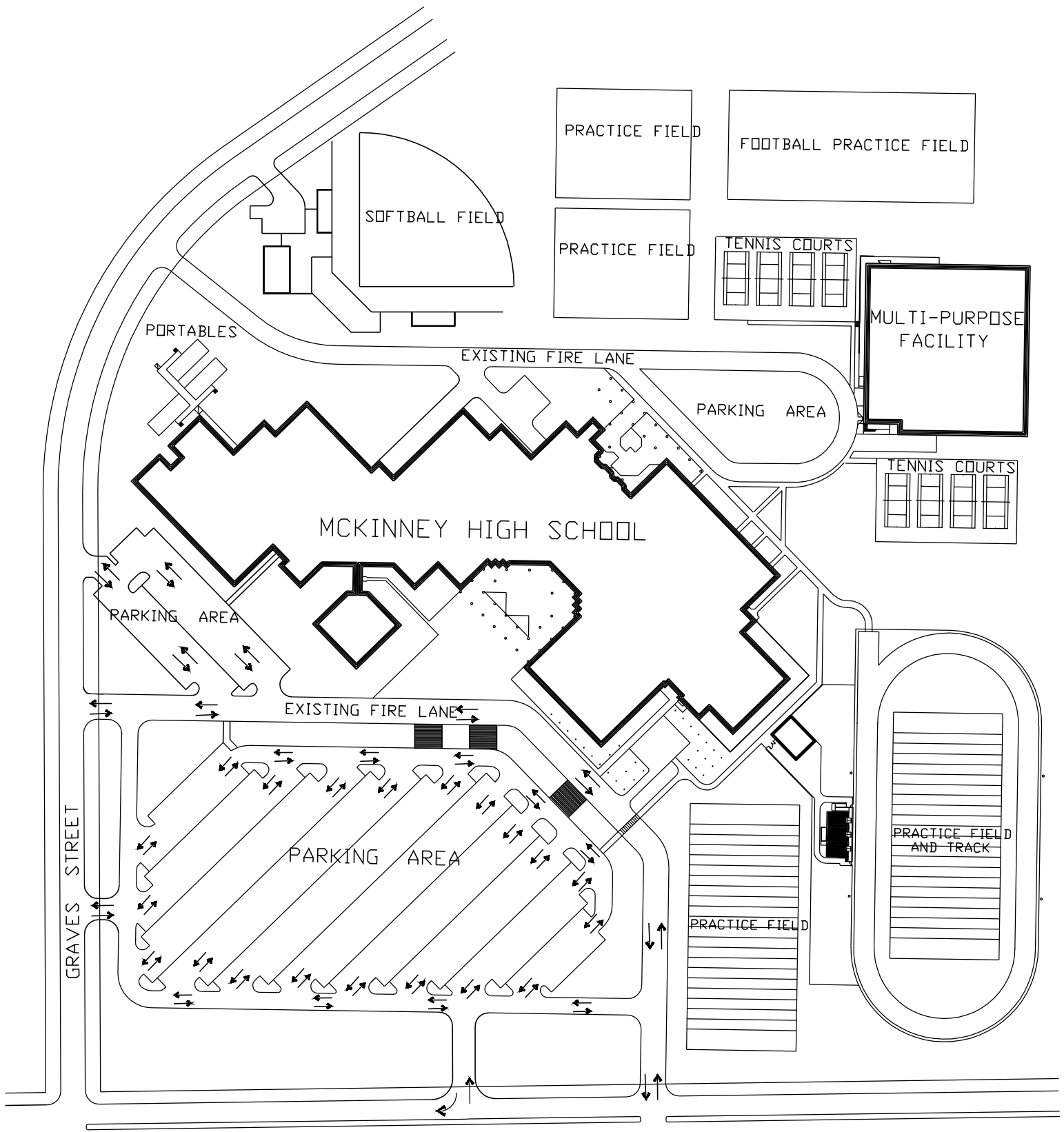
- a. Temporary Road
- b. Temporary Road Maintenance
- c. Temporary Barricades
- d. Traffic Control
- e. Mud/Dust Control

Reference Manuals  
 Advertising (Proposal Packages, Etc.)  
 Security of Building (Duration of Project)

Safety Equipment  
Safety Coordinator  
Watchman/Security (As Needed by CM for Security of Building and Site)  
Project Documentation  
Equipment Rental, Maintenance and Insurance  
General Liability, Builders Risk Insurance/Performance and Payment Bonds  
AutoCad As-Built drawings at completion of project  
Digital Close-out Documents  
Protection of Existing Trees that are to Remain On Site (Duration of Project)

#### FIELD OFFICE

- A. Contractor will be required to furnish a job trailer per site installed at suitable locations as directed by the Architect. Trailer shall have all of the items listed below and shall remain on site throughout the completions of the project. Trailer shall be for use by the Contractor, Owner and the Architect.
- B. Provide and maintain a weather tight building with operable and lockable door and windows to serve as a job office available to the Contractor, subcontractors, and the Owner and Architect. Provide lights, electricity, air conditioning and heat, as required. Remove office from premises when one can be set up inside the building. Provide job telephone and other miscellaneous items as outlined below.
  1. Contractor's office shall be of a size, and shall be furnished, so that it may be used for small progress meetings.
  2. Provide restrooms facilities within the field office for use by the Contractor, Owner and Architect.
  3. Provide adequate artificial lighting, heating and cooling to provide comfortable conditions for occupants.
  4. Furnishings Required: For Contractor's office: Racks and files for Contract Documents and for Record Documents; conference table and chairs; and desks and chairs as required by Contractor.



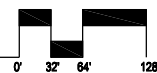
NORTH

# MCKINNEY HIGH SCHOOL

1400 WILSON CREEK PARKWAY

SITE PLAN

WILSON CREEK PARKWAY



# McKinney High School - HVAC Retrofit and Roof Replacement

## Project Schedule

	Nov-10	Dec-10	Jan-11	Feb-11	Mar-11	Apr-11	May-11	Jun-11	Jul-11	Aug-11	Sep-11	Apr-12	May-12	Jun-12	Jul-12	Aug-12
Construction Documents	1-Nov to 25-Jan															
75% Check set		15-Dec														
Advertise for CM		15-Dec														
CM Pre Proposal Meeting			5-Jan													
CM RFQ Bid Date			10-Jan													
CM Selection - Work Study			18-Jan													
CM Selection - Board Meeting			25-Jan													
Issue Plans to Bidders			26-Jan													
Receipt of Bids				16-Feb												
GMP Presentation to Board - Board Meeting					22-Feb											
Construction - Phase I						1 - Apr to 10 - Aug										
Construction - Phase II												1- Apr to 15 - Aug				