

### Eagle Mountain-Saginaw Independent School District

## REQUEST FOR PROPOSALS (RFP) – STEP 2

<p><b>RFP Number: 1920-002-S2</b></p> <p><b>CONSTRUCTION MANAGER-AT-RISK (CMAR) SERVICES</b></p> <p><b>STEP 2</b></p> <p><b>Boswell High School Athletic Additions and Renovations</b></p> <p><b>Due Date: October 22, 2019</b></p> <p><b>Prior to: 2:00 P.M. CST</b></p>
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Sealed Proposals will be received in accordance with the attached specifications. The sealed envelope containing your Proposal should be plainly marked with the RFP title, number, and opening date and time. RFPs will be publicly opened and the names of the offerors, fees and prices will be read aloud. **PLEASE NOTE: Late RFPs WILL NOT be accepted.**

**Mail or deliver one original and three hard copies of the complete RFP package, plus one digital copy, to:**

Eagle Mountain-Saginaw Independent School District  
 Attn: Lucia Cieszlak  
 Director of Purchasing  
 1200 Old Decatur Rd., **Business Building #6**  
 Fort Worth, Texas 76179

All questions must be submitted in writing (email preferred). **No verbal responses will be provided.** Please note that RFQ rankings will be available on our website ([www.emsisd.com/Departments/Purchasing/Bid Tabulations](http://www.emsisd.com/Departments/Purchasing/Bid%20Tabulations)) no later than the 7<sup>th</sup> day after the date the contract is awarded. Address questions to:

Lucia Cieszlak  
 Email: [lcieszlak@ems-isd.net](mailto:lcieszlak@ems-isd.net)

**PROPOSER IDENTIFICATION: (Please print information clearly.)**

Firm Name: _____	Date: _____
Address: _____	Phone: _____
	Fax: _____
City/St/Zip: _____	Email: _____
<b>You <u>MUST</u> sign the RFP Response form (page 4) in order for your RFP to be accepted.</b>	

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**SECTION I – BACKGROUND AND PROJECT INFORMATION**

**1. BACKGROUND**

The Eagle Mountain-Saginaw ISD (the District) intends to select a Construction Manager At-Risk for the purpose of constructing Boswell High School Athletic Additions and Renovations. The selection shall be accomplished in a two-step process as provided for in the Texas Government Code, Chapter 2269, Contracting and Delivery Procedures for Construction Contracts, Subchapter F, Construction Manager At-Risk Method.

Responses shall include the information requested in the sequence and format prescribed. In addition to and separate from the requested information, submitting organizations may provide supplementary materials further describing their capabilities and experience.

Sealed submittals shall be identified on the cover as follows:

**CMAR Request for Proposals – Step 2  
Boswell High School Athletic Additions and Renovations  
Eagle Mountain-Saginaw Independent School District**

Sealed submittals (one original and three copies of the complete RFP, in addition to one digital copy in .pdf format) of the Proposals shall be submitted to:

**Ms. Lucia Cieszlak  
Director of Purchasing  
Eagle Mountain-Saginaw ISD  
Business Building #6  
1200 Old Decatur Rd. | Bldg. 6 | Fort Worth, TX 76179**

No later than 2:00 PM (local time) on **Tuesday, October 22, 2019.**

**The clock located in the EMSISD Purchasing Department is considered the official time for receiving and opening RFQs.**

The District shall receive, publicly open, and read aloud the name of the firms submitting the Proposal, and the fees and prices in the Proposal. Upon conclusion of the interviews and submission of the Step 2 Proposals, the firms will be evaluated and ranked in accordance with the criteria contained in the Request for Qualifications and determined to provide the best value for the District.

Queries about the project and the Request for Qualifications should be addressed via e- mail to:

**Lucia Cieszlak, MBA, RTSBA  
Director of Purchasing  
Email: [lcieszlak@ems-isd.net](mailto:lcieszlak@ems-isd.net)**

**2. CMAR SELECTION SCHEDULE**

First Advertisement.....Wednesday, September 25, 2019  
Request for Qualifications Released.....Wednesday, September 25, 2019  
Second Advertisement..... Monday, September 30, 2019

Pre-submittal Conference.....10:00 AM - Tuesday, October 1, 2019  
EMS ISD Board Room  
1200 Old Decatur Rd. Bldg. 6  
Fort Worth, TX 76179

Deadline for Questions..... 2:00 PM - Friday, October 4, 2019

Addendum Posted..... Tuesday, October 8, 2019

Receive Statements of Qualifications (Step 1)..... 2:00 PM - Tuesday, October 15, 2019  
EMS ISD Purchasing Department  
Business Building #6  
1200 Old Decatur Rd. Bldg. 6  
Fort Worth, TX 76179

Establish short list of firms and notify for Step 2..... Tuesday, October 15, 2019

Conduct Interviews (if elected)..... Thursday/Friday, October 17 & 18, 2019

Receive Proposals (Step 2)..... 2:00 PM - Tuesday, October 22, 2019  
EMS ISD Purchasing Department  
Business Building #6  
1200 Old Decatur Rd. Bldg. 6  
Fort Worth, TX 76179

Evaluate Proposals and Rank Selections..... Tuesday, October 22, 2019

CMAR Recommendation in Board Packet..... 9:00 AM Wednesday, October 23, 2019

Recommendation to Board of Trustees..... Monday, October 28, 2019

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**SECTION II - PROPOSAL RESPONSE GUIDELINES**

**Proposer’s response to this Request for Proposal shall include:**

- **Fee Proposal Form for Work** as Prime CMAR, completed and executed on the attached Form. The Fee will be a fixed dollar amount based on a percentage of the estimated construction cost.
- **List of Anticipated General Conditions Costs**, completed and executed per the attached Form. This list is an estimate only based on your understanding of scope and schedule. General Conditions will be invoiced at the actual cost incurred with an agreed not-to-exceed amount established at such time as the schedule is fully defined. Proposers are to estimate General Conditions on the anticipated job schedule, scope and conditions, rather than a specific construction cost. Do not anticipate downloading General Conditions into Subcontractors to artificially lower this estimate. For costs tied to a fixed construction amount (such as bonds), use construction budget identified in the Request for Qualifications – Step 1.

General conditions costs that are schedule dependent, should assume construction services **start per the construction dates identified in the RFQ (Step 1)**, the job trailer/project team moves on- site as determined by the evaluation of the proposed project schedule and construction is substantially complete as described on project schedule. The job trailer and project team would move off-site after assisting the Owner with construction related move-in issues and punch list completion.

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

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

The CMAR’s site staff during construction is anticipated to include as a minimum a full time Superintendent on-site. The CMAR will provide on-site telephone, copier, fax, wi-fi and email to the Owner’s on-site representatives as needed. CMAR shall not change the team staffing of this project without the consent of the Owner.

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**SECTION III - FEE PROPOSAL FORM**

**For Work under a “Construction Manager-At-Risk” Contract**

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

Gentlemen:

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

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

This Proposer agrees this Proposal will remain good and in effect for a period of 90 days after receipt.

**Warranty**

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

**Basis of Fees and General Conditions**

The Fee will be a fixed dollar amount based on a percentage of the estimated construction cost.

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**FEE PROPOSAL FORM**

While not the final contract form at this time, AIA Document A133-2009 is the basis for definitions of Fee, General Conditions as modified.

**PROPOSED COST FOR PRE-CONSTRUCTION SERVICES**

Total Cost for developing cost estimates based on “Pre-Construction Services, Budgeting/Cost Estimating,” described above.

\$ \_\_\_\_\_

**PROPOSED “FEE” FOR CONTRACTOR**

Contractor “Fee” expressed as percentage of Cost of Construction for labor, equipment, materials and related costs of the work provided by the Contractor. (The primary fee on the project.)

\_\_\_\_\_ %

**FEES PROPOSED FOR CHANGE ORDERS**

Subcontractor mark-up fee (10% maximum allowed for overhead and profit)

\_\_\_\_\_ %

Construction Manager mark-up fee

\_\_\_\_\_ %

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

\$ \_\_\_\_\_

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**SECTION IV – GENERAL CONDITIONS**

The percentage proposed below will be fixed in the contract. Actual correlating dollar amount should additionally be shown in the attached schedule of General Conditions Costs based on the Anticipated Construction Budget identified on page 26 of the Request for Qualifications, Step 1. Final General Conditions Costs for any item with a fixed percentage will be based on percentage times actual cost of construction.

**Contractor Insurance** – includes Contractor's general liability and other insurance required by Article 11, AIA General Conditions A201 attached -  
expressed as percentage of the Total Construction Cost. \_\_\_\_\_%

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

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

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

**Subcontractor Bonding**

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

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

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

**General Conditions**

Provide a cost for General Conditions based upon the schedule furnished expressed as dollar amounts. Complete the enclosed form, including specific project reimbursable field staff cost data.

Please indicate “n/a” (not applicable) for any items that, in your opinion, do not apply to this project.

Please indicate with a “0” (zero) for any items that are included in your fee and will not be billed as General Conditions.

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

- Safety Supervisor inspections
- Personal computers/computer charges
- Mobile or two-way communication devices
- Vehicle rental, repair, insurance, and maintenance
- Project scheduling services (except for time of field office staff)



Project accounting services (except for time of field office staff)  
**List of General Conditions**

Weekly rates are to be based on actual labor cost are to be fully burdened as complete rate that will be charged to the project, without additional multipliers, factors, or supplemental costs.

**Construction Manager Staff to be charged to the Project**

Position	Weekly Rate	% Ea. Week	# of Weeks	Total Cost
		<b>On Project</b>		
Project Manager	\$ _____	x _____ %	x _____	=\$ _____
Superintendent	\$ _____	x <u>100</u> %	x _____	=\$ _____
Asst. Superintendent	\$ _____	x _____ %	x _____	=\$ _____
Others	\$ _____	x _____ %	x _____	=\$ _____
Others	\$ _____	x _____ %	x _____	=\$ _____
Others	\$ _____	x _____ %	x _____	=\$ _____
Others	\$ _____	x _____ %	x _____	=\$ _____
Others	\$ _____	x _____ %	x _____	=\$ _____
Others	\$ _____	x _____ %	x _____	=\$ _____

**Total On-Site Field Office Staff Cost** =\$ \_\_\_\_\_

1. Field Project Office =\$ \_\_\_\_\_
2. Office Furniture =\$ \_\_\_\_\_
3. Office Equipment =\$ \_\_\_\_\_
4. Internet, Telephone and Fax Services =\$ \_\_\_\_\_
5. Temporary Storage =\$ \_\_\_\_\_
6. All Risk Builder's Insurance =\$ \_\_\_\_\_
7. General Commercial Liability Insurance =\$ \_\_\_\_\_
8. All other Insurances in addition to CGL required =\$ \_\_\_\_\_
9. Contractor's Bond =\$ \_\_\_\_\_
10. Building Permit Fees =\$ byOwner
11. Independent Testing and Inspection =\$ byOwner
12. Construction Clean-Up, including dumpsters & hauling  
Other (list separately) =\$ \_\_\_\_\_
13. \_\_\_\_\_ =\$ \_\_\_\_\_
14. \_\_\_\_\_ =\$ \_\_\_\_\_
15. \_\_\_\_\_ =\$ \_\_\_\_\_
16. \_\_\_\_\_ =\$ \_\_\_\_\_
17. \_\_\_\_\_ =\$ \_\_\_\_\_
18. \_\_\_\_\_ =\$ \_\_\_\_\_
19. \_\_\_\_\_ =\$ \_\_\_\_\_
20. \_\_\_\_\_ =\$ \_\_\_\_\_

**Total General Conditions including On-Site Field Office Staff** =\$ \_\_\_\_\_

The total of all items included in the General Conditions are to be listed above. No exclusions are allowed.

Acknowledge receipt of Step 2 Addenda: #1 #2 #3

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**(Circle number to acknowledge receipt of addenda)**

Date: \_\_\_\_\_

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

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

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

Organized as a: (Mark One)

Proprietorship\_\_\_\_\_

Partnership\_\_\_\_\_

Corporation \_\_\_\_\_

Under the law of the State of Texas

Legal Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.:

\_\_\_\_\_

Fax No.:

\_\_\_\_\_

Email:

\_\_\_\_\_