

Lamar Consolidated ISD

Classroom and Gymnasium Additions and Cafeteria Expansion to Foster High School, George Ranch High School, Fulshear High School and Randle High School

Guaranteed Maximum Price Proposal # 1

April 12, 2023

Summary

These Clarifications and Assumptions supplement the information provided by the Owner and contained in the Drawings and Specifications. The Clarifications and Assumptions supersede all other documents and communications concerning the Project. These Clarifications and Assumptions are based on the drawings and specifications issued by PBK dated March 29, 2023.

I. Guaranteed Maximum Price

Joeris agrees to procure the HVAC and Electrical equipment for the Work of this project in accordance with the Plans and Specifications and Clarifications and Assumptions for the following Guaranteed Maximum Price: \$4,791,694.

The Total Breakdown per school is as follows:

Foster High School	\$862,994
Fulshear High School	\$1,540,982
George Ranch High School	\$1,172,976
Dr. Thomas E. Randle High School.....	\$1,214,742

In submitting this proposal, Joeris agrees to hold this proposal open for acceptance for thirty (30) calendar days from the date of this proposal.

II. Contract Time

Joeris agrees to commence the Work within seven (7) calendar days from Notice to Proceed and be substantially complete within 458 calendar days from commencement.

The date of equipment procurement of the Work shall occur after Joeris' receipt of the following: (1) executed Contract Documents with all addenda, building permit changes, accepted alternates and cost reduction changes incorporated; (2) approved submittals from PBK and their consultants and (4) written Notice to Proceed issued by the Architect.

III. Addenda Received and Incorporated in Paragraph I

None Issued

IV. Allowances and Contingency

Allowance #01 – Long Lead Material Allowance	<u>\$1,600,000</u>
Foster High School	\$400,000
Fulshear High School	\$400,000
George Ranch High School.....	\$400,000

Dr. Thomas E. Randle High School.....	\$400,000
Allowance #02 – MEP Coordination Allowance.....	<u>\$10,000</u>
Foster High School.....	\$2,500
Fulshear High School.....	\$2,500
George Ranch High School.....	\$2,500
Dr. Thomas E. Randle High School.....	\$2,500

Any unspent allowances will be 100% returned to the Owner.

V. Alternates (Included with GMP)

None

Clarifications and Assumptions

General Notes

1. This GMP is based upon the project documents as prepared by PBK dated March 29, 2023.
2. A separate Allowance attachment has been included behind tab 1 for undefined scope of work as it relates to the project. If for any reason the scope of work is over the Allowance, the Contract Sum will be increased for the difference in the total cost and the Allowance.
3. The composition of all fixed rates included herein are not auditable. All fixed rates, previously reviewed and approved by Owner, shall be fixed for the duration of the work and are not subject to change, although coverages and application basis are subject to verification.
4. This deliverable assumes that every specification, either referenced by manufacturer or performance, is designed so that more than one manufacturer for each specification will be able to meet the design intent of the project, and that details shown in the contract documents will not preclude any manufacturer specified from participating in the proposal process. Excludes proprietary specifications.
5. The Clarifications and Assumptions supplement the information contained in the Drawings and Specifications for the Project. The Clarifications and Assumptions supersede all other documents and communications concerning the Project.

Division 1 General Requirements

This GMP includes:

1. General conditions based upon Joeris' proposed rate of 2.62% in the RFP.
2. General liability insurance at a fixed rate of 0.75% of the Contract Sum.
3. Builder's risk insurance at a fixed rate of 0.10% of the Contract Sum.
4. Building and/or site permit allowance.
5. All Insurance and Bond costs are separate and not included in the General Conditions Fee of 2.62%.
6. An assumption that savings achieved through the purchasing of the subcontracts will be for the use of the Construction Manager. All remaining savings after substantial completion will be returned in accordance with the contract terms.
7. The following schedule related clarifications and assumptions:
 - a. The schedule is based on an assumption that work will be performed during normal work hours Monday through Friday, 7:00 AM to 3:30 PM. However, Construction Manager has the ability to perform work 24 hours per day, seven days per week, to the extent allowed by the local jurisdiction, if Construction Manager, in its sole

discretion, deems it necessary. No shift work or overtime is included unless specifically identified herein.

- b. The Project Schedule assumes there will be no weather impact to the critical path that cannot be made up within the same week. Any weather impact in excess of this assumption will be an extension of the Contract Time.

- 8. Payment and performance bonds
- 9. Joeris will provide the construction milestone dates by the end of week once the full Critical Path Method (CPM) schedule is complete.
- 10. Joeris will identify and provide any "Long Lead" or critical procurement items which have the potential to impact the construction milestones identified above.
- 11. Procurement savings cannot be fully identified until the procurement process is complete as any savings from one scope may be required to offset scope issues or materials expediting on another. Joeris will maintain a procurement log that will be made available to Lamar CISD upon request. Once the procurement process is complete, Joeris will seek Lamar CISD direction on remaining funds.

This GMP excludes:

- 12. Expediting fees for the procurement of equipment.
- 13. Sales Tax
- 14. A line-item guarantee. Line items are only shown for convenience of review.
- 15. Escalation allowances or contingencies
- 16. Cost or time impacts resulting from supply chain disruptions in the marketplace, price escalations in the marketplace or price increases due to labor or materials shortages.
- 17. Provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/or issued by the Owner, Owner's vendors/separate contracts, Architect, Engineer, Consultant, or similar party.
- 18. Parking expenses for subcontractors during construction. It is assumed the Construction Manager will park on-site at no cost.
- 19. Construction and material testing. Testing assumed to be paid for by the Owner.
- 20. Excludes the potential impacts of any "Buy American" legislation, as the scope of such legislation and the potential cost impacts cannot be estimated at this time.
- 21. Building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed.
- 22. Excludes FM Global Requirements.

23. Excludes the design of building envelope weather-tight details not included in the project plans or specifications unless it has been specifically indicated to be Contractor's responsibility for "delegated design".
24. Document reproduction and/or shipping. Reproduction assumed to be paid for by the Owner. It is also assumed that electronic files be provided to the Construction Manager and/or its subcontractors by the design team at no cost.
25. Cost Loading and Resource-Loading of the CPM Construction Schedule.
26. Providing Earnings Reports.
27. Requirements for the engagement of a scheduling consultant.
28. Mockups to include Laboratory Mockups, Integrated Exterior Mockups, and Room Mockups.
29. Wetlands mitigation and site changes required by flood control.
30. Third party environmental (i.e. asbestos, lead, mold, etc.) monitoring.
31. All municipal utility fees, water impact, or sewage fees.
32. Acquisition of air rights outside the project's property boundaries.
33. Full-Time dedicated Quality Control personnel.
34. Geo-Technical Report, Soils Testing, Energy Compliance Inspections, Texas Accessibility Standards (TAS), and all cost associated with any testing or inspection by a third party.
35. Provisions for unusual, undocumented, or unanticipated subsurface conditions. We will make reasonable efforts to locate and protect any existing underground utilities and facilities, but cannot accept responsibility for damage, or the impacts from damage, to unknown, unforeseen, non-located, or incorrectly located underground utilities or facilities.
36. Engaging a design professional to prepare repair and or replacement procedures for non-conforming work.
37. Dumpster for Owner-furnished debris.
38. Design responsibility inherent in performance specifications that involve assemblies or interfaces among design elements performed by different trades or are otherwise not customary proprietary specifications obtained from single manufacturers.
39. Specifications that state 1) "delegated design: design assembly or interface, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated"; 2) requirements for code compliance and design features "whether or not indicated on the drawings," and 3) references to design "by others" on the drawings.
40. Provision of a dedicated desktop computer for use by the Architect and Owner to access Project electronic documents and maintain electronic communications.
41. Protection of existing facilities on adjacent properties.

42. Continuous monitoring and moisture testing of materials exposed to moisture during construction operations or after installation.
43. Removal of surface dust from limited access spaces to include roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces. Cleaning of HVAC System in compliance with NADCA Standard 1992-01.
44. Preparing and furnishing a full set of corrected digital data files of the Contract Drawings.
45. Developing and implementing an instruction program for training the Owner's personnel on the Buildings new equipment.
46. Recovery of any commodity items out of any construction items including, but not limited to spoils, trash, and unused materials.
47. Modification of any existing systems or conditions to bring them up to code compliance unless the scope of such modifications is clearly shown in these Clarification and Assumptions or Construction Documents.

Division 23 Heating, Ventilating and Air-Conditioning (HVAC)

Includes:

1. Procurement of HVAC Equipment
2. The manufacture of each piece of HVAC equipment per school is as follows:
 - a. Foster High School
 - i. HVAC Ductless Mini Split Systems Air Conditioners: Carrier
 - ii. Variable Frequency Drives: ABB
 - iii. Packaged, Outdoor, Central Station Outside Air Handling Units: Carrier
 - iv. Modular Indoor Central-Station Air-Handling Units: JCI
 - b. Fulshear High School
 - i. HVAC Ductless Mini Split Systems Air Conditioners: Carrier
 - ii. Variable Frequency Drives: ABB
 - iii. Modular Indoor Central-Station Air-Handling Unit with Recovery Wheel: Carrier
 - iv. Modular Indoor Central-Station Air-Handling Units: JCI
 - v. Hydronic Pumps: Armstrong
 - vi. Boilers: Patterson-Kelly
 - vii. Rotary-Screw Water Chillers Air-Cooled: Carrier
 - c. George Ranch High School
 - i. HVAC Ductless Mini Split Systems Air Conditioners: Carrier

- ii. Variable Frequency Drives: ABB
- iii. Modular Indoor Central-Station Air-Handling Units: Carrier
- iv. Hydronic Pumps: Armstrong
- v. Boilers: Patterson-Kelly
- vi. Rotary-Screw Water Chillers Air-Cooled: Carrier
- d. Dr. Thomas E. Randle High School
 - i. HVAC Ductless Mini Split Systems Air Conditioners: Carrier
 - ii. Packaged, Outdoor, Central-Station Air Handling Units: Carrier
 - iii. Hydronic Pumps: Armstrong
 - iv. Modular Indoor Central-Station Air-Handling Units: Carrier
 - v. Boilers: Patterson-Kelly
 - vi. Rotary-Screw Water Chillers Air-Cooled: Carrier

Excludes:

- 1. Installation of HVAC Equipment and all other HVAC work.

Division 26 Electrical

Includes:

- 1. Procurement of Electrical equipment

Excludes:

- 1. Installation of Electrical equipment and all other electrical work.

END OF CLARIFICATION AND ASSUMPTIONS