

Special Meeting
Tuesday, March 29, 2022 6:00 PM

Northwest ISD Board Room
2001 Texan Drive
Fort Worth, Texas 76177

Agenda

- I. CALL TO ORDER
- II. PUBLIC COMMENT ON AGENDA ITEMS ONLY
- III. CLOSED SESSION
 - III.A. Pursuant to Texas Government Code Section 551.071: For the purpose of a private consultation with the Board's attorney, in person or by telephone, about: pending or contemplated litigation; or a settlement offer; or a matter in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with Chapter 551 of the Texas Government Code.
 - III.B. Pursuant to Texas Government Code Section 551.074: For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.
 - III.B.1. Discussion and Consideration of candidate(s) for the position of Superintendent.
- IV. RECONVENE SPECIAL MEETING TO OPEN SESSION
- V. Guaranteed Maximum Price (GMP) Amendment for Northwest High School Renovations, Phase 1 - Discussion/Action
Presenter: Tim McClure
- VI. Naming of Lone Finalist for Superintendent of Schools.
Presenter: Anne Simpson, Ed.D.
- VII. ADJOURN



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Guaranteed Maximum Price (GMP) Amendment for Northwest High School Renovations, Phase 1
Date: March 29, 2022

Background Information and Rationale:

The board approved Northstar Builders Group, LLC for Construction Manager at Risk (CMR) for Northwest High School Renovation on June 28, 2021. Northstar Builders Group, LLC has prepared the Guaranteed Maximum Price (GMP) for Phase 1 in the amount of \$2,877,512.00, subject to additions and deductions by Change Order as provided in contract. This amount is allocated within the 2021 Capital Bond.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact:

Funds for Northwest High School Renovations Phase 1 will be provided by from the 2021 Capital Bond.

Recommendation:

Approve the Guaranteed Maximum Price for Phase 1 of the Northwest High School Renovations project of \$2,877,512.00 as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Tim McClure
Assistant Superintendent for
Facilities

Sarah Stewart
Executive Director of
Planning

AIA[®] Document A133[™] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 10th day of March in the year 2022, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 9th day of March in the year 2022 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Northwest Independent School District
Northwest High School Renovations – Phase 1
STEM Materials Package
2301 Texan Drive
Justin, Texas 76247

THE OWNER:
(Name, legal status, and address)

Northwest Independent School District
2001 Texan Drive
Justin, Texas 76247

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Northstar Builders Group, LLC
3401 Olympus Boulevard, Suite 510
Coppell, Texas 75019

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED**
- A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS**

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million, Eight Hundred Seventy-Seven Thousand, Five Hundred and Twelve Dollars (\$2,877,512.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Attachment "A"

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
n/a	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
n/a		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
n/a		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

June 1, 2022

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: August 1, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
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§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
n/a			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Attachment C

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Attachment D

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
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Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Init.

Item
See Attachment B

Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Attachment B

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

None

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

n/a

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Bruce D. Helm / President

(Printed name and title)

NORTHSTAR BUILDERS GROUP

Northwest ISD

Northwest HS Renovations - STEM Materials Package
Justin, TX

Documents Dated 2/28/2022
Estimate Dated 3/9/2022

GMP SUMMARY							
CODE	ITEM		LABOR	MATERIAL	SUB	TOTAL	COMMENTS
GENERAL CONDITIONS							198,514
	General Conditions		XXXXXX	XXXXXX	198,514	198,514	
ALLOWANCES							793,500
	Owner's Contingency		XXXXXX	XXXXXX	43,500	43,500	
	Portable Buildings & Set Up		XXXXXX	XXXXXX	750,000	750,000	
	Material Testing	By Owner	XXXXXX	XXXXXX	XXXXXX	0	
	HVAC T&B	By Owner	XXXXXX	XXXXXX	XXXXXX	0	
	Building Permit & Inspection/Tap Fees	By Owner	XXXXXX	XXXXXX	XXXXXX	0	
	City Review/TAS Inspection	By Owner	XXXXXX	XXXXXX	XXXXXX	0	
REIMBURSABLES							75,749
	Office Trailer		XXXXXX	7,750	XXXXXX	7,750	
	Shed/Tool Storage		XXXXXX	2,700	XXXXXX	2,700	
	Temporary Toilet		XXXXXX	10,500	XXXXXX	10,500	
	Temporary Fencing		XXXXXX	15,000	XXXXXX	15,000	
	Job Signs		XXXXXX	5,250	XXXXXX	5,250	
	Background/Badging		XXXXXX	1,250	XXXXXX	1,250	
	Safety Equipment/Supplies		XXXXXX	3,000	XXXXXX	3,000	
	Temporary Fire Extinguishers		XXXXXX	750	XXXXXX	750	
	Small Tools		XXXXXX	4,500	XXXXXX	4,500	
	Office Supplies		XXXXXX	4,500	XXXXXX	4,500	
	Postage		XXXXXX	300	XXXXXX	300	
	Copy Machine		XXXXXX	1,350	XXXXXX	1,350	
	Computers & Software		XXXXXX	2,900	XXXXXX	2,900	
	Temporary Utilities	By Owner	XXXXXX	XXXXXX	XXXXXX	0	
	Telephone & Internet Service		XXXXXX	4,300	XXXXXX	4,300	
	Dumpsters		XXXXXX	11,699	XXXXXX	11,699	
EXISTING CONDITIONS							50,000
	Existing Utility Locates		XXXXXX	50,000	XXXXXX	50,000	
METALS							729,707
	Steel Joist & Deck		XXXXXX	729,707	XXXXXX	729,707	NSB
	Metal Fabrications		XXXXXX	XXXXXX	XXXXXX	0	
WOODS, PLASTICS & COMPOSITES							33,774
	Misc Carpentry		26,274	7,500	XXXXXX	33,774	
THERMAL & MOISTURE PROTECTION							754,127
	Built Up Asphalt Roof		XXXXXX	75,000	679,127	754,127	CBS
	Standing Seam Roof		XXXXXX	XXXXXX	XXXXXX	0	
	Sheet Metal Flashing and Trim		XXXXXX	XXXXXX	XXXXXX	0	
	Roof Specialties		XXXXXX	XXXXXX	XXXXXX	0	
	Roof Accessories		XXXXXX	XXXXXX	XXXXXX	0	
EQUIPMENT							37,417
	Kilns		XXXXXX	XXXXXX	37,417	37,417	Spectrum
SUBTOTAL			26,274	937,956	1,708,558	2,672,788	
	Contractor's Contingency	3.00%				80,184	
	Subcontractor Default Insurance	1.65%				47,850	
	Bond	1.13%				32,770	
	Fee	1.55%				43,921	
TOTAL BASE BID						\$2,877,512	

The following clarifications and assumptions, are included as part of the Guaranteed Maximum Price (GMP).

1. Contractor & Subcontractor retainage to be held at 5% of the cost of work.
2. This guaranteed maximum price (GMP) is based upon estimated quantities derived from preliminary documents provided by Huckabee Architects dated February 15, 2022. Once final documents are produced the quantities and cost will be reconciled.
3. The roofing price is based on John Manville roofing material and current market pricing. Once all the roofing materials are shipped as a complete package John Manville will confirm the bid number with current pricing or send out an adjusted cost if necessary.
4. All unused funds shall be returned to the owner at the end of the project.
5. General conditions costs are based on a 3-month period.
6. Subcontractor default insurance is considered a reimbursable cost at the stipulated rate of 1.65% of the GMP.
7. Labor burden associated with wages and salaries is considered a reimbursable cost at the stipulated rate of 47%.
8. Premium casualty insurance including excess and auto is considered reimbursable cost at the stipulated rate of 0.895% of the GMP.
9. Builders Risk insurance is included and considered reimbursable cost at the stipulated rate of 0.30% of the GMP.
10. The construction management fee is 1.55% of the GMP.
11. Information technology and project management software are considered a reimbursable cost at the stipulated rate of 0.1% of the GMP.
12. Operations Manager/Project Executive & Safety Manager time is considered reimbursable cost and will be charged to the project under general conditions.
13. Project accounting time offsite for this project is considered reimbursable costs and will be charged to the project under general conditions.
14. GMP Change Orders fee % to be negotiated.
15. Contractor Contingency has been included at the rate of 3% of the GMP.
16. The following allowances are included in the GMP:
 - Owner's Contingency \$43,500
 - Portable Buildings & Setup \$750,000
17. Any and all allowance overruns will be funded from either Owner's Contingency or GMP change order.
18. The fixed rates for company-owned equipment in the execution of the work on this project will be billed on a rental basis per the attached equipment rate schedule.
19. All subcontractors must provide an affidavit and list of all employees that are in compliance with Senate bill 9; Texas Education Code § 22.0834, and sections § 21.060 and § 22.085. If badging is required, costs will be billed at a fixed cost \$50.00 per person.

This GMP excludes:

1. Sales taxes on materials incorporated into the project.
2. Certified Payroll
3. Tri-party agreements and/or City imposed impact fees.
4. Material testing of any kind. By Owner
5. Work/Scope required by codes or regulations that are not incorporated into the plans and clearly identified as scope of work for this GMP.
6. Detection or remediation of hazardous materials. Any costs for these items are assumed to be by the Owner.
7. The costs for any building permits



ATTACHMENT C - LIST OF SPECIFICATIONS

DATED 02.15.2022

05 2100 – STEEL JOISTS

05 3114 – STEEL COMPOSITE FLOOR DECKING

05 3123 – STEEL ROOF DECKING

07 2200 – ROOF & DECK INSULATION

07 5100 – BUILT-UP BITUMINOUS ROOFING

07 6113 – STANDING SEAM SHEET METAL ROOFING

07 6200 – SHEET METAL FLASHING & TRIM

07 7200 – ROOF ACCESSORIES

11 5700 – CERAMICS KILN

ATTACHMENT D - LIST OF DRAWINGS

DATED 02.15.2022

A7.04 ENLARGED ROOF PLAN – AREAS F,G,H & J

S4.02H LEVEL 2 FRAMING PLAN – SECTION H

S4.02J LEVEL 2 FRAMING PLAN – SECTION J

S4.03H ROOF FRAMING PLAN – SECTION H

S4.03J ROOF FRAMING PLAN – SECTION J