

Sweeny Hospital District

- Addendum No. 2 - Supplemental Information

Request for Proposal (RFP) Process

for

Construction Manager at Risk (CMAR) Services

**Replacement Campus & Facilities
for Sweeny Community Hospital
Sweeny, Texas**

Addendum Issue: June 28, 2019

Revised Final Submittal Date: July 8, 2019

For Further Information Contact:

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SUPPLEMENTAL INFORMATION

The enclosed information is intended to provide additional detail to ensure a targeted proposal to enable the District Board to make the best selection for a Construction Manager at Risk for this Project. This Addendum includes detailed information developed for use/approval by the USDA during the recent review/approval process.

KEY DATE REVISIONS

Final submittal July 08, 2019 at 2:00 PM

Special Board Meeting - Formal Opening of all Proposals July 09, 2019 at 5:30 PM
Public Opening followed by Board discussion to determine any "next steps".

PROJECT CONCEPT

A clear Project definition has been developed based on extended work sessions with the Hospital Stakeholders (Administration, Clinicians, Staff, Board) and accepted by the USDA Department for Rural Development. Graphics representing that approved concept can be downloaded using this link:

<https://www.dropbox.com/s/qgc8za8hq5pv215/180430-SWEENY%20MEDIA%20FILES%20.zip?dl=0>

Utilize the Download button, top right of the page, click on direct download, then extract the files for viewing.

PROJECT BUDGET

Budget breakdown as included in USDA submission for approval:

Sources and Uses of Funds	
<i>Sources</i>	
Proceeds from debt	\$ 36,000,000
District contribution	12,000,000
	<hr/>
	\$ 48,000,000
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<i>Uses</i>	
Hospital facility construction costs	\$ 35,670,000
Hospital equipment and fixtures	6,500,000
Medical office building	4,500,000
Emergency medical services building	1,000,000
Land	150,000
Cost of issuance	180,000
	<hr/>
	\$ 48,000,000
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Source: Management

TOURS

A facility tour of the existing hospital facilities will be provided for the entire group of attendees immediately following the Pre-Bid Conference, which is scheduled for June 25, 2019 at 9 AM. The existing facility tour will start at the front Lobby of the Hospital (305 N. McKinney, Sweeny, Texas) approximately 15 minutes after the conclusion of the Pre-Bid conference.

The opportunity to visit and tour the new site will be available for anyone interested as a self-directed tour following the facility tour.

This will be the only opportunity for responding teams to visit/tour either location during the RFP process.

PRE-BID CONFERENCE QUESTIONS

The following is a list of specific questions/responses from the Pre-Bid Conference on June 25, 2019:

1. Will the selection process include an opportunity for face-to-face interviews?

There will be no interviews.

2. How was this site selected?

A fairly extensive survey of available, appropriately sized & situated parcels was performed and a number of possible sites that met the key criteria were presented to the Board. The Board's final choice was a 21-acre site located on State Highway FM 524 just west of the Sweeny City Limit. This parcel was ultimately supplemented with an additional 10+ acres donated by the adjacent property owner – totaling in a 32+ acre final site. That allows several existing utility easements on the property to be re-routed around the perimeter (by the pipeline operator). In order to gain USDA approval, steps have already been taken in the design to mitigate the floodplain designation and protect the small area that has been identified as a protected wetland.

3. Is the Future Expansion indicated on the second floor to be included as a Shelled space.

The designation is to identify the area of the First Floor structure that will be designed to accommodate a future additional 5 Patient Rooms, should that need develop - nothing built above the roof for this development.

4. Explain the allocations of the dollars within the budget figure.

The initial figure shared in the RFP was \$36 million, reflecting only the USDA funding commitment. Addendum No. 1 adjusted that overall number to \$42 million, reflecting a portion of additional funds that are the Hospital's contribution to the development (not to be financed through the USDA commitment). That total construction budget figure is actually **\$41,170,000** – broken down as follows:

Hospital Inpatient/Outpatient facilities -	\$35,670,000
Medical Office Building facility	\$4,500,000
<u>Emergency Medical Services (EMS) facility</u>	<u>\$1,000,000</u>
TOTAL	\$41,170,000

Please note that an overall site development figure of \$5,000,000 (\$4,500,000 for Sitework and \$500,000 for extending primary utilities from FM 524 onto the site and to the facilities) is included in this total figure.

5. How was the overall Project Schedule developed?.

The team started with traditional time allocations for each step and then factored in

additional time to accommodate the required USDA review/approval process. The expectation is that the overall timeline can be streamlined to save time/money. However, assume the timeframes outlined in the RFP for the purpose of this proposal.

6. What will the Reporting requirements be (especially for the USDA)?
While we're certain there will be some level required, we are not prepared to state specific requirements. We anticipate that each of the CMAR respondents will perform their own research and refer to past USDA experience to include that aspect.

7. What is the quantity of soil/fill anticipated to fulfill the floodplain mitigation requirement?
The Civil Engineer for the project has performed preliminary calculations that indicate that the majority of the required fill.
Initial analysis:

Approximation of required earthwork from the Civil Engineer, based on:

1. Elevating the main entrance road to BFE of 37.0'
2. Elevating the earthen building pad to 38.5' (Includes the EMS Building) – Finish floor is 39.0'
3. Sloping down to elevation 35' in 40' from the building perimeter
4. Sloping down to natural ground elevation 33' (+/-) at edges of parking.

52,300 c.y. Total Fill Needed

44,200 c.y. Excavation to mitigate fill placed up to elevation 37'.

20,200 c.y. Excavation for Detention (Assumes a 22.7 ac developed area out of 33 acres and 0.55 ac-ft/ac. Detention volume)

64,400 c.y. Total excavation needed

12,100 c.y. Approximate surplus excavation – Use to be determined

8. Has the Geotechnical investigation been performed yet?
(Correction to info shared in the meeting)
The needed geotechnical exploration has not yet been commissioned or performed.

9. Has the determination been made about the type of foundation?
(Correction to info shared in the meeting)
At this stage of design, without a geotechnical report in hand, the Structural Engineer is anticipating the use of bell bottom piers.

10. List of Design Consultants involved:

JTM Architects, PLLC	Executive Architect/Architect-of-Record
Kaim Associates, Inc	Associate Architect
Smith Seckman Reid, Inc	MEP-LV Engineer
SCA Consulting Engineers	Structural Engineer
Baker & Lawson Engineers	Civil Engineers
Berg-Oliver Associates, Inc.	Environmental Engineers

11. Outline Specification/Narrative (provided to USDA).
The files are available for download at the link below:

<https://www.dropbox.com/sh/umlpc6w1d8gcb12/AAA1WzI9xNU02nwQRau3FNj8a?dl=0>

12. Will the relocation of the gas infrastructure be included in this process/budget?
Gas lines and infrastructure currently present on the site are planned for relocation prior to the start of construction of the new campus and are not included within the scope of this RFP.
13. What are the future plans for the existing Assisted Living facility (The Fountains) and the existing hospital facility once the new campus comes on-line?
*The Fountains will continue to operate in the current facility.
The original hospital facility is slated for decommissioning/demolition once it is off-line (not as part of this scope).*
14. What Contract will be used for this CMAR engagement?
*The Board intends to utilize the **AIA A133-2009** and **AIA A201** Standard Form of Agreement Between the Owner and the Construction Manager as Constructor where the basis of payment is the Cost of Work Plus a Fee with a Guaranteed Maximum Price. Once developed, the Contract is subject to review/approval by the USDA.*

LIST OF ATTACHMENTS

ATTACHMENT A1	Terms and Conditions Certification
ATTACHMENT A2	Guidelines for Pre-Construction Services
ATTACHMENT A3	General Conditions – Requirements
ATTACHMENT A4	Fee Proposal Form
ATTACHMENT A5	Review of Agreements
ATTACHMENT A6	Forms Checklist
FORM A	Affidavit of Non-Discriminatory Employment
FORM B	Hold Harmless Agreement
FORM C	Deviation/Signature Page

End of Addendum

ATTACHMENT A1

TERMS AND CONDITIONS CERTIFICATION

Issuance of this RFP does not commit the Sweeny Hospital District to award a contract or pay any costs incurred in the preparation of a response to this request.

The Board reserves the right to waive any formality and to reject any or all proposals. By submitting a response to this RFP, each proposer agrees to waive any and all claims it has or may have against the Hospital district and its trustees, employees and officers, including, but not limited to, those arising out of or in connection with the administration, evaluation, or recommendation of any response or proposal; waiver of any requirements under this RFP, or the Contract Documents; acceptance or rejection of any response or proposal; and award of a contract.

By submitting a proposal, it is agreed that such proposal shall be valid and not withdrawn for a period of ninety (90) days from the date of opening.

By my signature below, I warrant that I am authorized to sign on behalf of my organization, and that I have read, understand, and agree with all the terms of this Request for Proposals.

Name of Respondent

Signature

Date: _____

ATTACHMENT A2

Guidelines for Pre-Construction Services

The CMAR shall:

1. Attend and *actively participate* in regular meetings that include the Project Management consultant, Sweeny Community Hospital staff, the Architect, and other representatives to review project status as well as review/update the construction cost estimate.
2. Advise Sweeny Hospital District, Sweeny Community Hospital, the Project Management team, and Architect regarding anticipated phasing of the Project, availability of materials, building systems and equipment.
3. Provide recommendations on construction feasibility including estimates of alternative designs or materials, preliminary budgets and possible economies. Provide detailed estimates at each phase of the design. The Construction Manager At-Risk will be accountable for the construction budget through the completion of the Project.
4. Prepare, and periodically update, a preliminary project schedule based upon District established milestones for the Project Management team, the Architect and Sweeny Hospital District/Sweeny Community Hospital review.
5. Assist the Project Management team with coordination and integration of the Project schedule with services and activities of Sweeny Community Hospital, Architect and Project Management team. As design progresses, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, and submittal of the Guaranteed Maximum Price proposal.
6. Make recommendations to Sweeny Hospital District, the Project Management team, and Architect regarding ways to reduce the cost of the Project. The Construction Manager At-Risk shall specifically identify opportunities with the greatest cost savings benefit.
7. Provide a critical path construction schedule at monthly intervals (at minimum) during the construction of the project and maintain that schedule. Should it become necessary, the CMAR will provide alternative strategies to realign the on-going work with the schedule.
8. Recommend to Sweeny Hospital District, the Project Management team, and Architect a schedule for early procurement of long lead-time items that may constitute an obstacle to completing the work within the Project schedule.
9. Actively solicit qualified and competitive subcontractors and obtain competitive sealed bids.
10. In soliciting Competitive Sealed Proposals from subcontractors, the Construction Manager At-Risk shall receive **at least** three (3) proposals from qualified subcontractors and suppliers for each section of the work. All proposals must be made available to the Project Management team, the Hospital District, and the Architect for review/comment prior to final selection.
11. If the Construction Manager At-Risk intends to self-perform any work, a formal proposal shall be submitted to the Project Management team, Sweeny Hospital District, and the Architect at least twenty-four (24) hours prior to the Competitive

- Sealed Proposals for the GMP. These Proposal(s) shall be in a sealed envelope.
12. Distribute Proposal packages and confirm scope of work.
 13. Review all Proposals with District, Project Manager and Architect, prior to Contract Award.
 14. Actively participate in the review of the design development and construction documents, bringing forward expertise in construction detailing, cost estimating, scheduling, constructability, etc. to the greatest extent possible for the benefit of the project and all parties.
 15. Be forthright in all financial matters relating to this project to the benefit of all parties ("open book" approach).
 16. Any subcontractor bonding will be disclosed prior to establishing the GMP and mutually agreed upon by the Owner and Construction Manager At-Risk.
 17. A Contractor's contingency and a separate Owner's contingencies amount are to be established and agreed upon in the GMP. The contingencies will be listed as line items on the pay application and all expenditures will be explained to the District during construction. No contingency amounts may be spent without the Owner's written approval. Any amounts not spent will be credited back to the District.

ATTACHMENT A3

GENERAL CONDITIONS

The General Conditions which are to be included in this proposal are those items which will be specific to this project, and which can be reasonably estimated at this time, based on the described scope and anticipated duration. Following are acceptable for inclusion as General Conditions (refer also to **AIA201-2007**, Standard Form - General Conditions of the Contract for Construction):

Only Construction Management Staff working on-site and dedicated to the project plus costs associated with those activities should be included:

- Senior Project Manager
- Project Manager(s)
- Assistant Project Manager(s)
- Superintendent(s) Assistant Superintendent(s)
- Project Engineer/Expeditor(s)
- Project Support Staff Field/Office Engineer(s) Field/Office Support Staff CPM Scheduler
- Safety Coordinator or/Assistant(s)
- Building Information Modeling related staff of the Constructor used for conversion of A/E documents.
- Construction Management Staff

Equipment:

- Cell Phones and Other Communication Equipment
- Vehicle Allowances and Mileage
- Computers and Software

Temporary Office:

- Job Site Office/Trailer Rental
Must be adequately sized/equipped to accommodate a minimum of 3 office/workstations (minimum of one private space) for use by other team members (including the Owner's Project Management representative, the Design Team, and USDA Reps).
- Temporary Power
- Telephone/Wi-Fi/Internet Service
- Temporary Water & Temporary Sewer
- Move-In/Move-Out and Office Setup Furniture
- Postage/Courier Services
- Copiers/Printers and Supplies
- Office Supplies
- Water and Coffee
- Office Clean-Up and Janitorial Services
- First Aid Supplies
- Project Specific Signage
- Safety Inspections
- Safety Supplies (Hard Hats, Safety Glasses, Vests)
- Temporary Toilets

ATTACHMENT A4

FEE PROPOSAL

**Construction Manager-at-Risk Services for
Sweeny Community Hospital Replacement Campus/Facilities**

1. PRECONSTRUCTION SERVICES FEE

All costs for pre-construction phase services including cost estimating, scheduling, building systems and material cost analysis are included in this fee. See Attachment A1 for more specific information regarding Pre-Construction Guidelines. However, if the construction phase does not commence for any reason, payment to the Construction Manager for pre-construction services shall be the necessary and reasonable cost of such services, not to exceed the lump sum of:

Dollars \$ _____

(Fixed Amount in figures)

2. CMAR SERVICES FEE:

(This fee shall *not* include General Conditions)

This fee should be shown as a percentage that will be applied to the *Cost of the Work* and should include any overhead and profit.

_____ % (Percent of GMP)

3. GENERAL CONDITIONS COST

For all General Conditions, list your proposed cost as a percentage of *Cost of the Work*. Refer to Attachment A2 for all required items to be included in the General Conditions cost.

_____ % (Percent of GMP)

ATTACHMENT A5

REVIEW OF AGREEMENTS

Respondent agrees that if any revisions are requested to the Terms and Conditions Certification in the Agreement, they are listed below or attached on a separate sheet and submitted with the Proposal response:

Yes _____ No _____

Requested Revisions:

ATTACHMENT A6

FORMS CHECKLIST

_____ Form A: Affidavit of Non-Discriminatory Employment

_____ Form B: Hold Harmless Agreement

_____ Form C: Deviation/Signature Page

FORM A: AFFIDAVIT OF NON-DISCRIMINATORY EMPLOYMENT

This company, Construction Manager At Risk, or Subcontractor agrees to refrain from discrimination in terms and conditions of employment based on race, color, religion, sex, national origin, or handicap and agrees to take affirmative action as required by Federal Statutes and rules and regulations issued pursuant thereto in order to maintain and insure non-discriminatory employment practices.

Signature

Printed Name & Title

Company Name

FORM B: HOLD HARMLESS AGREEMENT

The CMAR shall defend, indemnify, and hold harmless, Sweeny Hospital District and all of its trustees, officers, agents, consultants, Sweeny Community Hospital and its 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 CMAR or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of the Contract.

The CMAR shall also defend, indemnify and hold harmless, Sweeny Hospital District and all of its trustees, officers, agents, consultants, Sweeny Community Hospital and its employees from and against claims by any subcontractor, supplier, laborer, materials, or mechanic for payment for work or materials provided on behalf of the CMAR in the performance of the Contract and all such claimants shall look solely to CMAR and not to Sweeny Hospital District or Sweeny Community Hospital 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 _____, 20_____.

CONSTRUCTION MANAGER AT RISK:

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on _____ by _____
(Date)

(Signature of Notary)

(Printed or Typed Name of Notary)

FORM C: DEVIATION/SIGNATURE PAGE

In the event the undersigned intends to deviate from the general terms, conditions, or specifications listed within this document, all such deviations must be listed on this page with complete and detailed conditions and information also being attached, if necessary. Sweeny Hospital District will be the sole judge to determine if deviations are acceptable in meeting the needs of Sweeny Hospital District/Sweeny Community Hospital.

DEVIATIONS:

Our response is submitted according to:

_____ **NO DEVIATIONS:** In the absence of any deviation entry on this form, the Vendor assures Sweeny Hospital District of their compliance with the Terms, Conditions, Specifications, and information contained within this document.

_____ **DEVIATIONS LISTED ABOVE**

Signature

Printed Name

Title

Date