

Tully CSD 2018 Capital Project

Request For Proposal – Modified Construction Management Services

I. OVERVIEW

- A. Tully Central School District is located in the Town of Tully in Onondaga County.
- B. District residents approved the 2016 Capital Project on December 13, 2016. The referendum amount is \$12,300,000. Estimated construction cost including a 5% construction contingency is \$11,366,302. District buildings included in the project are as follows:
- Tully Jr. / Sr. High School
 - Tully Elementary School
 - Maintenance Building
 - Bus Garage
- C. The Architect for the project is Robertson Strong Apgar Architects. Design documents by RSA Architects are currently in review at NYSED.
- D. Anticipated project schedule is as follows:
- | | |
|--|-----------------------------|
| • Modified CM Proposal – Approval by BOE | October 10, 2017 |
| • Modified CM Proposal Mailing | October 17, 2017 |
| • Modified CM Proposals Due | November 17, 2017 at 2:00PM |
| • Notification of Interviews | November 28, 2017 |
| • Interview / Presentation | Week of December 4, 2017 |
| • Selection of Modified CM | December 18, 2017 |
| • Estimated SED Approval | January 2018 |
| • Project Advertisement | February 4, 2018 |
| • Open Bids for Capital Project | March 6, 2018 |
| • Award Contracts | March 20, 2018 |
| • Construction Start | June 25, 2018 |
| • Construction End | October 31, 2018 |

Please note that the above listed dates are tentative only. The District reserves the right to revise the timeline as necessary.

- E. The purpose of this request for proposal (RFP) is to help the Tully Central School District select an appropriate firm to provide modified construction management services for the District. Firms submitting proposals shall be able to document their experience in providing construction management services to comparable public school districts. Additionally, the proposers shall document their expertise to meet the specific requirements of the District.
- F. District RFP documents are distributed by the Tully School Business Administrator. The Business Administrator, or designee, shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those prospective proposers who obtain RFP documents from the Tully School Business Administrator will be sent addendum information, if such information is issued.

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Limited requests for clarification or additional information regarding this Request for Proposals are to be submitted in writing prior to the proposal opening. Verbal questions will not be entertained. Questions may be submitted via email. Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the District will be provided to prospective proposers in the form of an addendum.

All questions concerning this proposal shall be sent to:

Brad Corbin
Tully School Business Administrator
Email: bcorbin@k12.tullyschools.org

- G. Envelopes containing proposals must be labeled as follows:

“Modified Construction Management Services RFP response”

The deadline for submission of proposals is **2:00 p.m. on Friday, November 17, 2017.**

Proposers are responsible for submitting their proposals to the appropriate location at or prior to the time indicated in the specifications. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.** Any proposals received after this deadline will be returned unopened to the firm. Delay in mail delivery is not an exception to the receipt of a proposal.

The Board of Education reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the Board, will be in the best interest of the School District.

II. GENERAL CONDITIONS

- A. **Proposal Costs:** All costs associated with preparing a response to this RFP are the responsibility of the Proposer. The District shall not be responsible for any such costs.
- B. **Modification or Withdrawal of Proposals:** Any proposal may be withdrawn or modified by written request of the Proposer, provided such request is received by the Purchasing Officer at the above address prior to the date and time set for receipt of proposals.
- C. **Right to Reject Proposals:** This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the District. The District may select as the successful proposal that proposal which, in the District's sole discretion and with whatever modifications the District and the Proposer may mutually agree upon, best meets the District's requirements whether or not that proposal is the lowest priced. No Proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the Proposer that it selects as the successful contractor.

- D. **Contract Agreement:** The selected proposer will be required to agree to and sign a formal written contract between the District and the proposer.

Provisions of this RFP and the contents of the successful response will be used to establish final contractual obligations. It is understood that this RFP and the Respondent's proposal shall be attached and included by reference in the contract signed by the District and the successful Respondent.

The District retains the option of canceling the award if the successful Respondent fails to accept such obligations.

- E. **Right to Negotiate with Proposers:** The Board reserves the right to negotiate with all Proposers and to enter into a contract for services with the Proposer on terms and conditions that are in the District's best interests.

- F. **Negotiated Changes:** In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

- G. **Duration of Proposals:** Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

- H. **Standard Contract Clauses:** The successful Proposer will be required to enter into a written agreement for services that incorporates the terms and conditions of this RFP, including the following minimum terms and conditions. The submission of a response to this RFP indicates the Proposer agrees to the following terms and conditions for professional services. The District reserves the right to include additional topics in the final agreement with the successful Proposer and to make changes to the following clauses.

1. **Compliance with Law and Standard Practices:** The Proposer shall perform its obligations hereunder in compliance with any and all applicable federal, state and local laws, rules, and regulations, including applicable licensing requirements.
2. **Statutory Compliance:** The Proposer covenants and agrees to comply in all respects with all federal, state and local laws and ordinances regarding services for municipal corporations including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.
3. **Prevailing Wage Law:** The Proposer will pay prevailing wages and benefits to the extent required by the laws of the State of New York.
4. **Assignment or Subletting of Contract:** The Proposer may not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or its responsibility to perform under this Agreement or its right, title or interest in and/or to the same, nor any monies which are or will become due on and payable to it thereunder, nor the power to execute such Agreement to any other person or corporation without the prior express written consent of the District.

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5. **Indemnification:** The Proposer will indemnify, defend with competent counsel and hold harmless the District, its officers, agents and employees from and against any judgment or award and any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law or equity caused or sustained by or because of any omission of duty, negligence or intentional wrongful act on the part of the Proposer, its employees or agents, including subcontractors, in connection with this Agreement to the extent the Proposer is adjudged to be liable for such judgment or award or claim.
6. **Contract Modifications:**
 - a. This Agreement represents the entire and integrated agreement between the District and the Proposer and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the District and the Proposer.
 - b. All verbal clarifications, changes, or modifications of the scope or details in the work are to be followed up with written verification and agreement by both parties. The District reserves the right of final interpretation of any clarifications or modifications relative to the Agreement.
7. **Severability:** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
8. **Conflict of Interest:** The Proposer hereby covenants and agrees that no member of the Board or other District officer or employee forbidden by law to be interested in this Agreement will directly or indirectly benefit therefore.
9. **Independent Contractors:** The District and the Proposer are independent contractors and shall have no other relationship. Neither party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other party.
10. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any litigation or other proceeding arising under this Agreement shall be commenced in a court of appropriate subject matter jurisdiction in the State of New York with venue in Onondaga County.
11. **Compliance with District Regulations:** The Proposer shall cause all persons performing work pursuant to this Agreement to comply with all instructions pertaining to conduct and building regulations issued by the District. All such persons shall wear readily visible identification that is satisfactory to the District. The District may promulgate and modify from time to time rules and regulations relating to conduct as the District, in its sole discretion, may determine, and the Proposer shall cause all persons performing work to comply with them.
12. **Confidential Information:** The Proposer shall itself, and shall also cause all such persons providing services under this Agreement to preserve and protect all confidential information of the District to which they may have access during the performance of work under this Agreement.

III. DESCRIPTION OF PROJECT

- A. Tully Elementary School
 - 1. Sitework – Including repaving, grading, curbs, walks, lawns, and new parent drop off loop. (Alternate for new playground and alternate for addition paving)
 - 2. Replacement and repair of exterior stairs and ramps
 - 3. Masonry repair and repointing
 - 4. Replacement of exterior doors and frames
 - 5. Installation of safety glazing
 - 6. Recovering of roof (alternate for partial replacement)
 - 7. Main office / nurses suite reconfiguration
 - 8. New classroom casework (Alternates for additional casework)
 - 9. Miscellaneous interior painting, repair, and ceiling replacement (Alternate - tile wainscot)
 - 10. New boilers, piping, unit ventilators, and PTAC's
 - 11. New ventilation
 - 12. New fire / smoke alarm system
 - 13. Miscellaneous asbestos abatement

- B. Tully Jr./Sr. High School
 - 1. Sitework – Including improved traffic flow, repaving, grading, curbs, walks, lawns, new bus loop, and new building sign (Alternate for new curbs and additional paving)
 - 2. Replacement and repair of exterior stairs and ramps
 - 3. Masonry cleaning, repair and repointing
 - 4. Replacement of exterior doors and frames
 - 5. Installation of safety glazing
 - 6. Recovering and partial replacement of roof
 - 7. Cafeteria and serving line (Alternate) upgrades
 - 8. Main office / library / secure entry reconfiguration
 - 9. Enlarged and reconfigured public toilet rooms
 - 10. Upgraded toilet rooms in classroom wings
 - 11. New lockers
 - 12. Ceiling replacement
 - 13. MEP modifications as required for new work
 - 14. Upgraded fire / smoke alarm system
 - 15. Emergency light fixture upgrades
 - 16. Miscellaneous asbestos abatement

- C. Tully Maintenance Facility
 - 1. Sitework – Including repaving, grading, curbs, walks, and fencing.
 - 2. Masonry repair and repointing
 - 3. Replacement of exterior doors and frames
 - 4. Replace existing windows (alternate)
 - 5. Installation of metal wall panel (alternate)
 - 6. Recovering of roof
 - 7. Miscellaneous asbestos abatement

- D. Bus Garage
 - 1. Sitework – Including repaving, grading, curbs, walks, and storm outlet trap
 - 2. Exterior painting
 - 3. Installation of metal wall panel (alternate)
 - 4. Replacement of roof
 - 5. New fire alarm system
 - 6. Bus Garage Lift (Alternate)

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IV. DESCRIPTION OF SERVICES

- A. All scope of services are outlined in the attached *AIA Document C132 – 2009*
- Article 3.2.1-3.2.16 shall be omitted from the scope of services

V. PROPOSAL REQUIREMENTS

For a firm to be considered for engagement, an original plus five (5) copies of their proposal must be submitted to:

**Brad Corbin
Tully School Business Administrator
Tully CSD
20 State Street
Tully, NY 13159-0628**

The following information / materials must be received by the established date and time for your firm to be considered for selection.

Section 1: Company Profile

1. Provide a Profile that includes the following:
 - a. the size of the firm (number of employees)
 - b. the number of years that the firm has been in business
 - c. the type of service the firm can provide
 - d. the background of the firm
 - e. the location and address of the office from which the work for this District is to be performed.

Section 2: Experience

1. Provide a list of those individuals in the firm with expertise in public school construction that will be directly involved with the District and whose participation will be contractually committed to the District. Include a résumé that includes information without limitation such as:
 - a. years of experience in NYS public school construction
 - b. educational background,
 - c. the date the person began work for the firm,
 - d. their experience in managing NYS public school construction projects,
 - e. any special skills,
 - f. a list of references with names and telephone numbers of contact persons for each person.
 - g. the approximate percentage of work time each key person would devote to this District.

Section 3: References

1. On a separate page list 3-4 examples of similar school districts that you represent or previously represented. Indicate the total dollar amount of the construction project and the scope of work that you have completed with each district.

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2. References: please provide the contact information including phone and email address for each job listed above.

Section 4: Proposed Services

1. Provide your understanding of the scope of services that you feel will be required to achieve our key project objectives, namely controlling the project's cost, schedule, and safety aspects. On a separate page, outline the specific project approach and management plan to be used for this project. The proposal shall include a brief description of the Construction Manager's approach to this project, including, without limitation, details regarding your understandings of the scope of services. As part of the proposal include an example of budget, schedule, change order and RFI reporting, daily job reports and any other management tools which record project events or expedite the project.

Section 5: Additional Information

1. Describe the roles and responsibilities of the personnel being proposed for this project. Include resumes of key staff members.
2. Will a construction manager be available to attend Board meetings and other special meetings, etc. without limitations (mostly evenings) when required?
3. Do you have any conflicts of interest or affiliations with employees of the District that would prohibit or restrict your representation of the Tully Central School District? If yes, please specify on a separate schedule.
4. Have you been involved in any litigation with a New York State public school district in the past ten (10) years under your current company name or previous company names? If yes, please specify the details on a separate schedule.

Section 6: Insurance

1. No Proposer shall commence work under this contract until it has obtained all the insurance required hereinafter and such insurance has been approved by the District, nor shall the contractor allow any subcontractor to commence any work on the subcontract until all similar insurance required by the subcontractor has been obtained and approved. Approval of the insurance by the District shall not relieve or decrease the liability of each contractor.
2. Worker's Compensation and other Mandated Insurance: Each Proposer shall take out and maintain during the life of the contract the statutory Worker's Compensation and Employer's Liability Insurance, and all other insurance required by law, for all of his employees engaged in work under this contract.
3. Bodily Injury and Property Damage Liability Insurance: Each Proposer shall take out and maintain during the life of the contract a Comprehensive General Liability Insurance Policy for Bodily Injury, including Accidental Death, and Property Damage shall protect the Proposer from claims for damage which may arise from operations under this contract, whether such operations be by Proposer, or by any subcontractor or by anyone directly or indirectly employed by them.

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4. The hazards insured against are listed below:

Premises-Operations
Project & Completed Operations
Explosion & Collapse
Underground
Contractual Insurance
Broad Form Property Damage
Independent Contractors
General Liability, including personal and advertising liability
Automobile Liability, including owned, hired and non-owned vehicles
Professional Liability
Umbrella Liability

5. Include an Insurance Certificate to verify your firm's ability to provide the following limits of liability during the project:

A. General Liability

- a. Each Occurrence: \$1,000,000
- b. Damage to Rented Premises: \$300,000 Each Occurrence
- c. Medical Expenses: \$5,000 Any One Person
- d. Personal Injury: \$1,000,000
- e. General Aggregate: \$2,000,000
- f. Products and Completed Operations: \$2,000,000

The Tully CSD, their officers, employees and agents shall be named as an Additional Insured for liability arising under this Contract applicable to both ongoing and completed operations on a primary & non-contributory basis. There shall be no exclusions relating to NYS Labor Law or municipal operations. The Commercial General Liability policy shall utilize both Additional Insured forms CG 2010 and CG 2037, or their equivalent, and will show evidence of endorsement on the face of the certificate of insurance.

Per Project should be checked on the certificate of insurance.

Products and Complete Operations to be maintained for three (3) years after final payment. Contractor shall furnish Tully CSD additional insured, to whom a certificate of insurance has been issued, evidence satisfactory to Tully CSD and any such additional insured of continuation of such insurance at final payment and each year thereafter.

There shall be no endorsement or modification of the Program Managers CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by Contractor.

B. Automobile Liability: \$1,000,000 Combined Single Limit (each accident)

Automobile Liability insurance coverage on all vehicles used by the Contractor at the site, including all owned, hired and non- owned vehicles, with a combined single limit of at least one million dollars (\$1,000,000) for bodily injury, property damage and pollution, naming the Tully CSD as additional insureds.

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C. Worker's Compensation and Employer's Liability:

- a. State: New York
- b. Applicable Federal
- c. Employer's Liability: \$1,000,000

D. Excess / Umbrella Liability:

- a. Each occurrence: \$2,000,000
- b. Aggregate: \$2,000,000

Umbrella Coverage shall be "follow form" over the General Liability and Auto Liability Coverages.

The Contractor is responsible to purchase an "OCP" policy in the name of the Owner.. "Owner" shall be defined as "Owner, its Board of Education, Employees and Volunteers."

Prime Contractors shall provide the following OCP coverage: Owners Contractors Protective Policy in the name of the Owner — for specified Project in the full amount of the Contract.

6. The firm selected shall provide the Owner with certificates verifying the existence of the above referenced policies and limits. Said certificates shall specifically state that the Architect and Owner, its officers, employees, and assigns shall be named as additional insured parties. on a primary & non-contributory basis. All policies shall include Waiver of Subrogation endorsements in favor of the Tully CSD.

All required policies shall be written with carriers who maintain an A.M. Best's rating and financial size of at least A- XII and shall be licensed (for insurance companies domiciled in New York, admitted (for insurance companies not domiciled in New York) and authorized to do business in the State of New York by the New York State Department of Financial Services.

The automobile, general liability and umbrella policies are to be endorsed with a 10 Day Cancellation notice to be sent to Tully CSD.

All endorsements such as Additional Insured, Waiver of Subrogation and Notice of Cancellation are to be attached to the Certificate of Insurance.

7. The Construction Management firm must have Professional Liability Insurance. The insurer on all such policies must be licensed to do business in New York State. Please specify the liability insurance that you carry.

Section 7: Compensation

Please provide a lump sum compensation proposal with qualifications as to reimbursables. Use the following schedule assumptions in your compensation proposal:

- Anticipated Preconstruction Phase:
 - December 18, 2017 thru June 25, 2018
- Anticipated Construction Phase:
 - June 25, 2018 thru October 31, 2018
 - Provide a minimum of two on-site representatives during the construction period.
- Anticipated Close-out Phase:
 - November 1, 2018 thru December 31, 2018
 - Provide a minimum of one on-site representative, as needed, during the close-out phase.
- Reimbursables:
 - Please outline possible reimbursables, a unit costs for each, and a total not to exceed reimbursable cost.

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MODIFIED CONSTRUCTION MANAGEMENT FEES FORM

All fees in this RFP should be based on the scope and schedule provided in the section titled SCOPE OF THE PROJECTS. For comparison purposes, base your fees on an approved Referendum Amount of \$12,300,000 with an estimated Construction Budget of \$11,366,302.

Items 1-2 must be completed.

1. Modified Construction Management Services *\$ _____ (Total)

**Provide a complete list of each staff member that will be paid in this contract, such as the Principal in Charge, Project Manager, Field Superintendent, Field Support Staff (as required) and Clerical Staff. Also provide a proposed staffing schedule which includes hours based on the project timeline. Be sure to include the fee for all close-out services.*

2. REIMBURSABLE SERVICES - Provide a list and the cost of all services to be included under the category of reimbursable services: (such as mileage, postage, copying, temporary office, equipment, etc.)

Type of Service	Cost
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(Attach additional list if necessary)

TOTAL REIMBURSABLE SERVICES \$ _____
 (Not to exceed)

TOTAL PROJECT FEES (Total of items 1-2)	\$ _____
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3. FEES for any additional services (list on a separate page)

OPTIONAL FEES:

4. FEES for any services for which there would be no charge (list on a separate page)
5. FLAT FEE for all services above (no extra charges) \$ _____

COMMENTS: Firms may wish to provide any additional information that will assist the District in the comparison of fees.

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Criteria for Evaluating Proposals:

The District's School Business Administrator will receive all proposals. District administration, supervisors and Board of Education members will review the proposals received and will further evaluate them, using the criteria listed below.

Those firms considered to be most qualified may be invited to the district for a sixty (60) minute interview in November 2017. Any firm(s) selected for an interview should be prepared to outline general information about the firm and provides an overview of similar experiences in New York State public schools. Firms will also be required to provide a sample schedule, staffing chart, and a sample of a monthly report that will be provided to the Board of Education. Each firm will be expected to fully explain all fees associated with RFP response.

The District reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests.

- Qualifications and experience of the Firm and other key personnel.
- Knowledge of and experience with N.Y.S. Education Department procedures regarding the management of construction projects and other state and federal laws affecting the operations of public school districts.
- Recommendations from other school districts.
- Extent of services offered, and depth and extent of overall resources that can be put to use by the District.
- Construction Management Fees.

The District reserves the right to reject any and all proposals submitted, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the firm(s) that, in its opinion, best meets the District's needs.