

WALTON CENTRAL SCHOOL DISTRICT



REQUEST FOR PROPOSALS

CONSTRUCTION MANAGEMENT/OWNER'S REPRESENTATIVE

**DUE: December 22, 2020
2:00 P.M.**

**Walton Central School District
47-49 Stockton Avenue
Walton, N.Y. 13856**

**Phone: (607)865-4116
Fax: (607)865-8568**

**REQUEST FOR PROPOSALS
CONSTRUCTION MANAGEMENT SERVICES/OWNER'S REPRESENTATIVE**

1. GENERAL INFORMATION

The Walton Central School District (“the District”) invites construction management firms to submit proposals to perform construction management services for the Board of Education of the District. In accordance with the District’s policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of Section 103 of General Municipal Law.

The anticipated scope of work for the District’s capital project includes, but is not limited to the following work at Walton Central School District buildings: redesign and reconstruction of the driveways and parking lots at the Middle School/High School campus, roofing replacements, energy efficiency improvements, security improvements at the High School main entrance, flood mitigation at the Townsend Elementary School, and removal of an underground fuel tank. Project costs are estimated at \$8,214,000.

The District anticipates completing the project in two phases. The design for the Townsend Flood Mitigation portion of the project has been completed, bidding is anticipated in Spring 2021, and construction is anticipated to start in the summer of 2021. The remainder of the project is anticipated to be in the design phase December 2020-July 2021, with bidding anticipated in early 2022, and construction starting in Spring of 2022 with substantial completion by Fall of 2022. Further information regarding the proposed project can be found at www.waltoncsd.org/CapProject.aspx.

There is no expressed or implied obligation for the District to reimburse responding persons or practices for any expenses incurred in preparing proposals in response to this request.

To be considered, five (5) copies of a proposal must be received by the Walton Central School District Clerk, 47-49 Stockton Avenue Walton, N.Y., by 2:00 p.m. December 22, 2020. The District reserves the right to reject any or all proposals submitted.

During the evaluation process, the District reserves the right, where it may serve the District’s best interest, to request additional information or clarification from firms, or to allow correction of errors or omissions. At the discretion of the District, firms submitting proposals may be required to make in person, oral presentations as part of the evaluation process.

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the construction management firm selected.

It is anticipated that the selection will be completed by January 20, 2021. Following the notification of the selected firm, it is expected a contract will be executed between both parties by February 26, 2021. The District reserves the right to reject, without prejudice, any and all proposals received in response to this RFP. Any proposal will be utilized on an “as-needed” basis. There is no guarantee that any/all services listed will be utilized.

The District appreciates your time and effort in preparing the RFP for our review.

2. TERM OF ENGAGEMENT

A contract will commence on or before February 26, 2021 and will be in effect for the entirety of the project.

Either of the parties shall have the option to cancel the contract provided that written notice is given to the other party within thirty (30) days of prior notice.

3. SCOPE OF SERVICE

The District seeks a construction management firm to serve as Owner’s Representative for the capital project needs of the District. It is expected that the responsibilities of the Owner’s Representative may include but not be limited to:

DESIGN PHASE SERVICES

1. Consult with the School District (S.D) and Architect/Engineer (A/E), and Financial Planner regarding the project details, budget, timetable, and advisability of various bidding options and timing of construction.
2. Assist the School District in the selection of consultants (e.g., testing labs), where appropriate, for the various projects. Review performance of these groups, making recommendations when necessary.
3. Develop with A/E and S.D., appropriate procedures manual, delineating division of responsibilities and duties between the School District, the Construction Manager, the Architect/Engineer, Constructors, Suppliers, and others involved in the project.
4. Develop and review with the S.D. and the A/E a scheduling system of project milestones, and documentation to ensure its timely delivery within budget, schedule and with minimum changes.
5. Provide project costs estimates at the conclusion of Design Development Phase and also while the project is at SED review, in preparation for bidding, and review estimates with S.D. and A/E
6. Based upon cost estimates, undertake value engineering exercise if necessary, to study constructability, alternative materials, systems, manufacturers, and vendors to obtain the most economic benefit form a cost standpoint while maintaining the District’s functional and program requirements.

7. Perform budgeting and scheduling exercises to evaluate alternative schemes and approaches to each project; from the standpoints of constructability, materials, labor, phasing, temporary construction, cost, and schedule.
8. Report regularly to the S.D. and the A/E on progress, budgets and schedule.
9. Establish contact and maintain liaison as necessary with authorities during all approval processes.
10. Assist the S.D. and the A/E in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
11. Establish a system of controls requiring specific performance of contractors and vendors, and which will provide by means of adequate reporting and documentation, the means to resolve disputes, delays and change orders. Work with school counsel and A/E to ensure that contract documents include such provisions.
12. Study local labor market conditions and construction materials as they affect design choices and construction costs; establish a liaison with area contractors and encourage their participation in bidding.
13. Review and make recommendations to expedite and better assure acceptable bids and good contractual relations with contractors.

CONSTRUCTION PHASE SERVICES

1. Review with S.D. and A/E bids and assist in preparing bid and contractor analysis and recommendations for award of contracts.
2. Acting as agent for the School District, head up the construction activity, including fielding a supervisory team to monitor/control the work in progress, maintain quality control and conformance to contract documents, coordinate activities, schedules and work of multiple prime contractors at multiple sites, operate all monthly requisition and payment processes and keep accounts, handle inquiries, keep records, report on schedule progress and estimated completion cost, prepare punch lists, administer completion and handover process, and administer as-builts, warranties, guarantees, etc., for acceptance.
3. Provide all necessary personnel and expertise required for the administration of contracts, negotiation of change orders and resolution of disputes and delays.
4. Oversee the testing services and other services retained for the project.
5. Assist in coordination of activities of the utility companies and the regulatory agencies.
6. Expedite the submission of all submittals and shop drawings to be reviewed by the A/E for conformance with the contract documents; maintain accurate records of accepted shop drawings and submittals.

7. Continue progress evaluation, determine effects on project schedule and take appropriate action to adjust the work as required to maintain the accepted schedule.
8. Conduct job meetings (scheduled biweekly or as otherwise appropriate to the needs of the project) with the entire project team (S.D., A/E, CM, Prime Contractors, etc.) and job meetings involving the CM and Prime Contractors necessary to provide the CM services described and any other special meetings required; keep and distribute accurate minutes of meetings.
9. Establish, maintain and utilize a cost control system for all construction on a project-by-project, building-by-building basis, keep records in a form readily usable by the A/E.
10. Maintain a daily log of all significant events, visitors and occurrences at the jobsite, maintain record drawings, photographs, etc.
11. Establish and maintain a jobsite safety program, comply with applicable safety requirements and require contractors and others to conform.
12. Review requests for payment from contractors and suppliers against previously established milestones and schedules.
13. Assist in establishing and maintaining good relations with the surrounding community and implement reasonable methods to control dust, noise, lighting, odor, etc., as required by the contract specifications.
14. Assist contractors to avoid and resolve jurisdictional disputes when and if they occur.
15. Prepare and maintain a current master record copy of drawings showing all changes to the contract drawings.
16. Collect and organize for delivery to the School District all operating manuals, equipment lists and maintenance manuals required by the contract documents.
17. Recommend to the School District when final inspection(s) and punch lists should be made, conduct final inspection(s) with the project team and others, as required, and ensure that all punch list items are corrected.
18. Assist the School District personnel in assuming operations of all systems, including scheduling of instructional sessions by the contractor as required in the contract documents.
19. Assist the School District in exercising guarantees and warranties.
20. Deliver all records, documents and other items pertinent to the project to the School District.
21. Assist with managing the campus, faculty, staff, and student safety, in coordination with the School District's safety officer.
22. Inform the District and the Board of Education of project progress and provide written reports, typically on a monthly basis through construction.

4. PROPOSAL SUBMISSIONS

Only firms that meet or exceed the minimum criteria set forth below by the District will be seriously considered. Incomplete submissions will not be considered for award. Proposals should not be excessively long. All materials submitted in the response to this request for proposal (RFP) shall become the property of the District. The selected CM firm shall not bid or perform any of the trade construction work.

All proposals must be submitted in two parts. Part 1 must consist of responses to the Management and Qualifications items below. Part 2 must consist of the complete fee cost breakdown as set forth below.

Part 1 – Management and Qualifications:

In setting forth its qualifications, each firm submitting a proposal shall:

- a) Provide the name of the firm as well as a brief description of its business activities and history.
- b) Provide information regarding how long the firm has been in business and length of its experience in providing school construction management. Minimum of 5 years is required.
- c) Explain your management plan. Provide details regarding your understanding of the scope of services required and the approach your firm would use to achieve the school district's objectives. Explain how the firm will keep the project on schedule, and how the firm plans to coordinate and phase the work so as to minimize disruption to the Owner's operations. Outline methods and techniques used in the past by the firm to contain and reduce
- d) Describe how you will staff the project. Identify the firm's professional staff members who specifically will be involved in this engagement, the experience each possess, and the location of the office from which they work. Provide a detailed biography and/or resume outlining the experience and credentials of all staff members who will provide services.
- e) Provide a listing and description of similar contracts and/or projects awarded to the firm, highlighting school district contracts (minimum of 5 required). Provide dates of service, contract amount, and a summary of construction management services rendered.
- f) Provide the name and title of the person(s) submitting the proposal, the firm's main office address, and primary and secondary points of contact and their telephone numbers.
- g) Provide at least three (3) client references for similar New York school districts. Include contact name, addresses, and telephone numbers.
- h) Insurance: Include an Insurance Certificate in this section to illustrate the limits of liability for insurance during this project. Upon successful bid award, the selected firm will provide for the delivery to the School District, a completed Certificate of Insurance, indicating that the required coverages are

in force and will not be cancelled or changed until ten (10) days after written notice is given to the School District. **Said certificate shall specifically state that the School District, its officers, employees and assigns shall be named as additional insured parties.**

Part 2 – Fee Structure: *Please include in a separate sealed envelope.*

It is the District's desire to explore methods of compensation that reflect actual work effort required to execute the project. The fee structure must include all costs associated with your services on this project, including staff salaries, benefits, insurance, overhead and profit. All "reimbursable" expenses shall be included. Please breakdown costs by phase for Pre-construction, Bidding, Construction, and Construction Closeout.

The school will provide adequate on-site temporary office space as needed with desk, file cabinets, and telephone (including long distance capability), fax, use of school copier and office supplies.

Proposals will be evaluated by the District's Facilities Committee, and a contract award recommendation will be made to the Board of Education. The evaluation process is designed to award the contract to the firm with the best combination of attributes (cost, experience, satisfaction level of prior clients).

An optional walk through is scheduled at the School District Offices, 47-49 Stockton Avenue, Walton, NY 13865, at 3:30 p.m., December 2, 2020.

Please submit five (5) copies of your proposal, based on the enclosed outline, no later than, 2:00 p.m., December 22, 2020 to the following address:

Corey Phraner, District Clerk
RE: CM/Owner's Representative RFP
47-49 Stockton Avenue
Walton, NY 13856

Late proposals will be returned unopened. Please direct any questions to Meg Hungerford, at (607) 865-4116 ext. 6135.

5. FREEDOM OF INFORMATION LAW

The New York State Freedom of Information law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Firms who have a good faith belief that the information submitted in their proposal is protected from disclosure under the New York Freedom of Information Law must clearly identify the portions of the proposal containing such information by typing in bond font on the top of each portion, **"THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The District assumes no liability for disclosure of information so identified, provided that the District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgement of a court of competent jurisdiction.

6. INDEMNIFICATION

The successful firm shall defend, indemnify and save harmless the District, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful firm, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

7. LEGAL CONSTRUCTION

In the event that any one or more of the provisions contained in this Request for Proposals shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Request for Proposal shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. CONTRACT NOT TO BE ASSIGNED

It is mutually understood and agreed that the firm shall not assign, transfer, convey, sublet, or otherwise dispose of the contract, of its right, title or interest therein, or its power to execute such contract to any other person, company or corporation.

9. INVOICE AND PAYMENTS

Billing shall be made by monthly invoice to the Walton Central School District, Business Office, 47-49 Stockton Avenue, Walton, N.Y. 13856. Payments shall be made within 30 days of receipt of invoice. All invoices shall contain the following information:

- Name of firm
- Address where services were performed
- Description of services performed
- Dates of services performed

10. CONTRACT

A contract will be executed between the District and the construction management firm, which will incorporate the terms and conditions of this Request for Proposals, the firm's proposal, and other standard contractual terms.

11. NON-COLLUSIVE CERTIFICATION (must be signed and notarized)

1. a. By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- [1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
- [2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not

knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

b. A bid shall not be considered for award nor shall any award be made where (1), (2), (3) above have not been complied with; provided, however, that if in any case the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reason therefore, where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state of any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, ruled, regulation, or local law, and where competitive bidding is required by statute, ruled, regulation, or local law and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non collusion as the act and deed of the corporation.

13. IRAN DIVESTMENT ACT OF 2012 CERTIFICATION (Must be signed and notarized on next page)

The Iran Divestment Act of 2012 (Act), is codified in State Finance Law (section 165-a) and General Municipal Law (section 103-g). The Act prohibits political subdivisions, including school districts and BOCES, from considering any person or entity engaging in investment activities in the energy sector in Iran as a responsible bidder or proposer. Attached is the link to the Prohibited Entities list on the OGS website: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to State Finance Law (section 165-a). In any case where the bidder or proposer cannot certify that they are not on such

list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made.

The Board may, but is not required to, award to a bidder or proposer who cannot make the certification if: a. The investment activities in Iran predate the effective date of this law (April 12, 2012), have not been expended or renewed since, and the bidder or proposer has adopted, publicized, and is implementing a formal plan to cease such activities and refrain from any new investments in Iran.

b. The Board determines that the goods or services provided by the bidder or proposer are necessary to its functions, and without an exemption it would be unable to obtain the goods or services.

By submission of this bid or proposal, the bidder or proposer and each person signing on behalf of any bidder or proposer certifies, under penalty of perjury, that to the best of its knowledge and belief, that the bidder or proposer is not on the list created pursuant to State Finance Law.

Company Name of Respondent: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail: _____

Authorized Agent:Name: _____

(Printed)

Title: _____

(Printed)

By: _____

Signature

SUBSCRIBED AND SWORN to before me by the above name on this Day of _____, 20__.

Notary Public in and for the

State of _____