

MAHOPAC CENTRAL SCHOOL DISTRICT

HARVEY SOTLAND, ASSISTANT SUPERINTENDENT FOR BUSINESS

179 East Lake Boulevard • Mahopac, NY 10541

Voice: 845-628-3415 • Fax: 845-628-0261 • E-mail: sotlandh@mahopac.k12.ny.us

REQUEST FOR PROPOSALS CONSTRUCTION MANAGEMENT SERVICES

The Mahopac Central School District invites construction management firms to submit proposals to perform construction management services for the District's anticipated project. The District has retained Tetra Tech Architects and Engineers to provide architectural and engineering services for this project. Tetra Tech contact information is as follows: Garrett Hamlin (Garrett.Hamlin@TetraTech.com), 8 Southwoods Boulevard, 3rd floor, Albany, NY 12211, (518) 434-3133.

Scope of Work:

The scope of work for this project has not yet been finalized, but is anticipated to include the following work at Mahopac Central School District, a K-12 facility, in Putnam County, New York.

- District-wide renovations and improvements to HVAC and plumbing systems, electrical systems, general building construction and envelopes, roofing, and interior building space.
- Athletic improvements including consideration of a synthetic turf field and running track.
- Site work including parking lots, sidewalks, etc.
- Renovations to specific spaces to enhance education.
- Security and technology enhancements.
- Abatement of Hazardous materials.

The total project scope has not yet been finalized but it is anticipated to be in the range of \$45,000,000 to \$55,000,000, inclusive of all construction costs and incidental expenses.

Preliminary Project Schedule:

The preliminary project schedule indicates the following key milestone dates:

1. Public Referendum: **May 21, 2019**
2. Design Phase: **June 2019 – December 2019**
3. SED review and approval/completion of Design: **August 2020**
4. Bid and contract award period: **Fall 2020**

5. Construction Phase: **Spring 2021 – Fall 2022**
6. Contractor close-out: **Fall 2022**

The District anticipates hiring a construction management firm within the next 30 to 60 days. The District requests that firms responding to this RFP base your fee structure on the above timelines.

A voluntary pre-proposal meeting will be held at the Mahopac Falls School, 100 Myrtle Avenue, Mahopac, NY 10541, at 3:30 p.m., August 31, 2018.

The District reserves the right to amend this RFP by addendum for any reason or based upon questions and issues raised at the walk through and/or received in writing during the proposal process. Proposers represented at the walk through will receive in writing all addenda issued by the District for this RFP.

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 RFP, 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 to do so. The District may select as the successful Proposer 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 to the extent that the District, in its sole discretion, shall enter into a contract with the successful Proposer that it selects.

Each Proposer by submitting a response to this RFP agrees that its proposal shall remain valid for at least ninety (90) days after the proposal due date.

All contracts, agreements and ancillary documents between the successful Proposer and the District are subject to the review modification and approval of the District's legal counsel and shall incorporate the terms and conditions of this RFP.

Proposal Responses and Questions:

Please submit four (4) copies of your proposal, based on the enclosed outline, no later than, 3:00 p.m., September 11, 2018 to the following address:

Steve Lauria, Purchasing Agent
Mahopac Central School District
179 East Lake Boulevard
Mahopac, NY 10541
(845) 628-3415 x10404

Use the SEALED BID LABEL provided herein. Include in the packet the completed Construction Manager Information Form provided herein, and the completed Affidavit of Non-Collusion provided herein.

Please direct any questions to Harvey Sotland, Assistant Superintendent for Business, at sotlandh@mahopac.k12.ny.us or phone (845) 628-3415 x10202.

Proposals may be mailed or hand delivered and must arrive no later than 3:00 pm, September 11, 2018. No proposal will be accepted by electronic mail or facsimile.

Late proposals will be returned unopened.

Explanation of Firms Capabilities:

- A. The minimum qualifications that will be considered by the District as a basis for selection of a construction manager are as follows:
 - Responding firms must have a minimum of five years experience providing professional construction management services as described in the RFP.
 - Firms' prior experience as a construction manager should include at least five completed projects. Firms must demonstrate prior experience as a construction manager for School Districts. Prior experience as a construction manager will be a major consideration.
 - Only firms that meet or exceed the above minimum selection criteria set forth by the District will be seriously considered. The selected CM firm shall not bid or perform any of the trade construction work.
- B. List your firm's current projects including name, contract amounts and completion dates.
- C. Describe your firm in terms of financial resources, staff capabilities, and construction experience.
- D. Explain your firms staffing plan, including resumes for each staff member and the role they will play during this project.
 - Who will be the staff members on-site (*Designate specific personnel committed to this project*)?
 - Who will be the senior staff member that will be in charge of this project?
 - Name the staff at the home office that will participate and the role that they will play in this project?
- E. Please 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 project costs. Also provide software capabilities and project tracking methods.

F. Submit the following references:

Contact information for three (3) New York School Districts where your firm has been project manager of record, and

Contact information for three (3) Architectural and/or Engineering Firms that have been employed on projects where your firm has been the project manager of record.

G. Required Insurance:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the consultant hereby agrees to effectuate the naming of the district as an additional insured on the consultant's insurance policies, with the exception of workers' compensation, NY State disability and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.

2. The policy naming the district as an additional insured shall:

- Be purchased from an A.M. Best rated "secure" New York State licensed insurer.
- State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
- Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for both on-going and completed operations. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the certificate of insurance.
- A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/05) must be included with the certificates of insurance.

3. The consultant agrees to indemnify the district for any applicable deductibles and self-insured retentions.

4. Required Insurance:

- a. Commercial General Liability Insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - b. Workers' Compensation and N.Y.S. Disability Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - c. Professional Errors and Omissions Insurance in the amount of \$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for two years following the completion of work.
 - d. Fidelity Bond For dishonest acts of the consultant's employees with coverage for computer fraud and fund transfer including client coverage.
5. Consultant acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract. The consultant is to provide the districts with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the district to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the district.
6. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also NYSIR, as the district's insurer.
- H. The financial costs to the school district should be on a fixed sum cost proposal contract basis with costs of all transportation, insurance, vacations, meals, etc. included in the proposal. The school district will require the General Contractor to provide adequate on-site temporary office space with desk, file cabinets, and telephone (including long distance capability), internet connection, fax, use of school copier and

office supplies. The financial costs should not be on a fee plus services or an hourly/daily basis.

- I. The form of contract for CM services will be the AIA C132-2009 Standard Form of Agreement between the Owner and the Construction Manager as Advisor.

Scope of Services:

The scope of services that the construction manager is to provide during pre-construction, construction, and post construction phases of this project shall include, but not be limited to, as follows:

Pre-Referendum:

- *Work with architect and owner to finalize the scope and schedule for the project.*
- *Develop Construction Budgets for the project.*
- *Assist with developing publications and literature to distribute to the community during the Pre-Referendum phase.*
- *Attend team meetings with the architect and owner*
- *Participate in Public Meeting and presentations.*

Pre-construction:

- *Work with architect and owner to prepare project general conditions and phasing plans to be included in contract documents.*
- *Provide independent, in-house detailed project cost estimates at the completion of the following phases.*
 - a) *Schematic*
 - b) *Design Development*
 - c) *Construction Documents/Pre-bid*
- *Develop construction phasing schedule to be included in contract documents.*
- *Review construction documents and offer recommendations prior to establishing bid date.*
- *Sub-divide the scope of work by prime contract category to be included in the contract documents.*
- *Work with architect and owner to determine the appropriate bid alternates for the project.*

Bidding Phase:

- *Work with architect and owner to determine the best bidding strategy for the project.*

- *Recommend bidding schedule based on market conditions.*
- *Attend pre-bid walkthroughs.*
- *Attend bid opening(s).*
- *Thoroughly evaluate bids. Meet with bidders to review bids. Make recommendation of Contract Awards to the Board of Education.*

Construction Phase and Closeout:

- *Establish and maintain an on-site office in office space provided by the school district.*
- *Provide start-up assistance.*
- *Assist the owner in procuring the necessary construction testing services for the project.*
- *Notify architect of any deviation from contract documents.*
- *Coordinate all utility interruptions with Mahopac Central School administration.*
- *On-site, continuous day-to-day inspection and supervision of all work in process including second shift, holiday and weekend work.*
- *Ensure that contractors follow all laws, statutes, codes and regulations during construction and maintain required exit pathways.*
- *Coordinate all site stored material locations and contractor staging.*
- *Coordination of all contractors' activities.*
- *Act as liaison between contractors, and Mahopac Central School and their designated representatives.*
- *Monitor the quality of the work and verify compliance with plans and specifications. Identify poor quality and non-conforming work for correction by contractors.*
- *Greet, escort and log all authorized visitors to the site. Prevent unauthorized visitors from entering the site.*
- *Review contractor safety procedures on an on-going basis.*
- *Solicit, review and approve construction schedules.*
- *Review and validate any T & M work.(T & M – time and material)*
- *Collect, review, approve and distribute all contractor payment applications for progress verification.*
- *Review contractor change requests and proposals, negotiate as needed, and make recommendations to the Board of Education and architect.*
- *Prepare and issue Change Orders, Construction Directives and Allowance Access Authorizations for CM, Owner and architect signature.*
- *Monitor construction schedules and initiate corrective action plans with contractors to remain on schedule.*
- *Prepare and maintain a master project schedule.*
- *Log and monitor all requests for information (RFI's).*
- *Maintain a daily log of activities on the jobsite.*

- *Log and maintain all project samples on site.*
- *Coordinate and monitor all required site and material testing during construction.*
- *Notify architect in advance of required construction and testing observations to be witnessed by architect or engineers.*
- *Coordinate and chair required contractor site meetings and distribute meeting notes.*
- *Coordinate and chair bi-weekly progress meetings and distribute meeting notes.*
- *Prepare and present progress reports to the Mahopac Central School Board of Education in a format agreed to by both parties.*
- *Maintain documentation and photographs of project progress.*
- *Monitor the progress of all project record drawings and initiate corrective actions with contractors to keep record drawings current.*
- *Maintain a file of all project documentation to be given to owner at project completion.*
- *Coordinate building occupancies and construction phasing to comply with the needs of the Board of Education.*
- *Coordinate punch list inspections and resolution of punch list items.*
- *Collect, review, approve, and distribute all closeout documentation for the project.*
- *Prepare and issue Certificates of Substantial Completion for the project.*

Architect Scope of Services:

The Architect has been retained to provide the following services:

- Collect all bonds and insurance certificates from contractors and forward copies to the Owner.
- Review and approve shop drawings and submittals.
- Maintain a log of all proposal requests and contractor proposals.
- Prepare all contracts and change orders.
- Conduct periodic site visits.
- Assist the owner in monitoring the project budget and expenses.
- Review and approve all project closeout documentation.
- Review and approve applications for payment from contractors.
- Review and sign all Certificates of Substantial Completion and Occupancy Certifications.

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

SEALED BID LABEL – CUT OUT

Cut this label along the outer border and affix it to your response contained to identify it as a **“SEALED PROPOSAL.”**

Affix a return address label for your company to your container.

Deliver the container to the address on the label before the due date shown on the label:

*****SEALED PROPOSAL – DO NOT OPEN*****

RFP for CONSTRUCTION MANAGEMENT SERVICES

Due 3:00 p.m., September 11, 2018 to the following address:

Deliver to:

Mahopac Central School District
Mr. Steve Lauria, Purchasing Agent
179 East Lake Boulevard
Mahopac, NY 10541

CONSTRUCTION MANAGER INFORMATION FORM

Name of firm, address, phone and fax number of your firm's main office

Firm _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____

Name, title, address, telephone and fax number of the firm's officer responsible to the District for all the work to be provided under this RFP:

Name/Title _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____

Please check the appropriate box to identify the legal entity making this proposal.

() Corporation () Partnership () Individual () Joint Venture

If a Joint Venture, identify other firm(s) in association.

Firm/Contact _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____

If yes to any of the following questions, please attach a separate sheet of explanations; state the project(s), date, owner and reason.

Has your firm or joint venture failed to accept a contract or to complete a contract awarded to you? () Yes () No

Has your firm or joint venture under another or previous name failed to accept a contract or to complete a contract awarded to you? () Yes () No

Has your firm or joint venture had a contract terminated or been given written notice or demand incident to a proposed contract termination? () Yes () No

State the name, agent's name, address, telephone number of your current bonding company(s) and identify any other sureties used by your firm during the past five (5) years.

Company Name _____
Agent Name _____
Address _____
City, State, Zip _____
Telephone _____ Fax _____

PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address _____

Telephone Number _____ Date of Bid/Proposal _____

I. General Bid Certification

The bidder certifies that s/he will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that s/he is complying with Section 103-d of the General Municipal Law as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury;

(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a 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 in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose 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 (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons 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.

Any bid hereafter made to any political subdivision of the state or 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, rule, 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 or partnership.

Signature (Authorized) _____

Title _____

Mahopac Central School District
Mahopac, NY 10541

Request for Proposal - Construction Management Service

HOLD HARMLESS AGREEMENT

(This form must be signed and notarized – Submit with bid)

It is hereby agreed and understood that the contractor agrees to hold harmless and indemnify Mahopac Schools Board of Education, Mahopac Central School District, or any officer, agent, servant, or employee of the Mahopac Central School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:

- A. Any injury to person or property sustained by the contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;
- B. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the contractor, its agents, servants, or employees or any person, firm or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Mahopac Central School District, Mahopac Schools Board of Education, or any officer, agent, servant, or employee of the Mahopac Central School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Mahopac Central School District, Mahopac Schools Board of Education, or any officer, agent, servant, or employee of the Mahopac Central School District.

This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer may deem the same to be frivolous or without merit. It is intended that this Agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Dealer.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2018

**Mahopac Central School District
Mahopac, NY 10541**

Request for Proposal - Construction Management Service

PROPOSER WARRANTIES

- A. Proposer warrants that it is willing and able to comply with State of New York laws and regulations.
- B. Proposer warrants that it is willing and able to obtain an error and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Mahopac Central School District.
- D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Firm's Name

Address

City, State, Zip

(Print Name)

(Signature)

(Phone)

(Fax)

Mahopac Central School District
Mahopac, NY 10541

Request for Proposal - Construction Management Service

IRAN DIVESTMENT ACT COMPLAINT RIDER

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law ("SFL") §165-a and General Municipal Law ("GML") §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- a. The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- b. The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is 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 District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

1. The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

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.

Mahopac Central School District
Mahopac, NY 10541

Request for Proposal - Construction Management Service

CERTIFICATION - IRAN DIVESTMENT ACT OF 2012

(This form must be signed and notarized – Submit with bid)

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should District receive information that a person is in violation of the above-referenced certification, District will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

District reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____ Date: _____

Affirmed to me this _____ day of _____, 2018