

**CHEEKTOWAGA CENTRAL SCHOOL DISTRICT**  
**3600 Union Road**  
**Cheektowaga, New York 14225**  
**Phone: (716) 686-3611**  
**Fax: (716) 681-5232**

**REQUEST FOR PROPOSALS**  
**FOR**  
**CONSTRUCTION MANAGEMENT SERVICES**

**October 4, 2023**

The Cheektowaga Central School District (“District”) is requesting proposals from qualified construction management firms to provide comprehensive construction management services for the projected capital improvement project - see timeline within.

To be considered, three (3) paper copies of a proposal must be received by Laurie Widman, School Business Administrator 3600 Union Road, Cheektowaga, New York 14225 on or before 3:00 pm (local time) on Friday, October 27, 2023. Each copy of a proposal must be submitted in a sealed envelope clearly marked on the outside “Cheektowaga Central School District Construction Management Services Proposal.” It is the responsibility of each party submitting a proposal to confirm that the District has received the proposal by the due date and time. Any proposal received after the deadline will not be considered.

At the discretion of District, firms and individuals submitting proposals may be asked to make an oral presentation as part of the evaluation process between October 31, 2023 and November 3, 2023. Not all proposers may be asked to make a presentation to the District.

Following the notification to the selected firm or individual, a contract will be executed between the parties as soon as possible thereafter. Each proposal timely submitted to the District shall be deemed a valid, binding, and irrevocable offer to enter into such a contract that may be accepted by the District at any time up until the forty-fifth (45<sup>th</sup>) day following the date on which proposals are opened and read.

**PROJECT DESCRIPTION**

The District requires the services of a construction management firm to assist it in various aspects of the bidding and construction of the projected District-wide capital improvement project. The scope of work is still being developed and the project is estimated to be \$15M to \$30M.

**TENTATIVE TIMELINE**

- ✓ Project Vote: October 2024
- ✓ Projected Submission of Plans and Specifications by Architect: April 2025
- ✓ Projected Bid Opening: October 2025
- ✓ Projected Construction Begin: December 2025
- ✓ Projected Construction Close Out: December 2027

**SCOPE OF REQUIRED SERVICES:** See Exhibit A

As part of its services, the selected firm shall assist the District in obtaining all necessary permits and approvals for the approved work. Without limiting the scope of the foregoing, the selected firm shall be required to assist the district with any State Environmental Quality Review Act and State Historic Preservation Office reviews as may be required in connection with the work. The selected firm shall also be required to assist the District in making all required submissions to and obtaining all approvals required from the New York State Education Department.

The selected firm shall be required to obtain and maintain, throughout the term of its contract with the District, insurance policies and limits as described in Exhibit B.

### **ABOUT THE DISTRICT**

The District is a public school district located in the Town of Cheektowaga, Erie County, New York. The District comprises one (1) elementary, one (1) middle, and one (1) high school. The District also has one educational building that is leased by the local BOCES. District data and general information about the District can be found by accessing the District's web site at <http://www.cheektowagak12.org> and by contacting the New York State Education Department.

### **RFP SCHEDULE**

**Buildings Site Visit:** Wednesday, October 11, 2023 at 9am (meet at Cheektowaga CSD Central Office) **Request(s) for Content Clarification(s):** No later than Friday, October 20, 2023 at 11:00 am **Proposals Due Date:** Friday, October 27, 2023 at 3:00 PM  
**Anticipated Board Award Date:** November 14, 2023

### **PROPOSAL REQUIREMENTS**

Each proposal submitted to the District in response to this Request for Proposals must include, at a minimum, the following information:

**Contact Information:** The proposer's name, address, telephone number, and name of a person who may be contacted regarding the proposer's proposal.

**Transmittal Letter:** A signed letter of transmittal briefly stating the proposer's understanding of the services to be provided, a summary of the reasons why the proposer believes itself to be the best qualified to perform the services requested, and a statement that its proposal is a firm and irrevocable offer to provide the services described herein which may be accepted at any time up to forty-five (45) days after the date set for opening and reading proposals.

**Description of Proposer:** Identification of the proposer's form of organization (if not an individual) and a list of any trade names now or previously used by the proposer in connection with the services proposed.

**Identification of Principals:** For each principal officer of the proposer and each key individual anticipated to provide services to the District, his or her name, title, and relevant educational and professional experience.

**Qualifications and Experience:** A description of the proposer's experience, if any, performing work similar to that described in this Request for Proposals and, if an individual, his or her qualifications or, if not an individual, those of key persons anticipated to perform or supervise all or a material portion of the services required by the District, which description shall include, at a minimum, the following information:

- a. the number of years the proposer has been providing professional services similar to those described in this Request for Proposals;
- b. a list of all projects for which similar services have been performed by the proposer within the past three (3) years, including information on, in each cases: (1) the name of and contact information of the owner of the project, (2) the location of the project, (3) the dollar value of the contract(s) pursuant to which the proposer's services were performed, (4) the dates of the contract(s) pursuant to which the proposer's services were performed, (5) a brief description of the services performed;
- c. the name, educational background, and professional experience and a summary of the relevant professional experience of each individual anticipated to perform or supervise any material portion of the services to be provided by the proposer;
- d. the identity and experience of any person with which the proposer anticipates contracting for the performance of any material portion of the services to be provided to the District (include information of the same types as described in (b) above);
- e. a list of all contracts currently being performed by the proposer, the anticipated date of completion for each, and the number of persons employed by the proposer devoted to the completion of the proposer's obligations under each such contract;
- f. a list of not less than three references from past clients for whom the proposer has performed professional services (references to clients for whom a proposer has provided services similar to those described herein are preferred);

- g. a summary of the proposer's experience working with or for public school districts; and
- h. answers to the following questions:
  - 1. Within the past five (5) years, has the proposer or any of its members, partners, shareholders, or principal officers been involved (as a plaintiff or a defendant) in any litigation, arbitration, mediation or other formal dispute resolution proceeding pertaining to the performance of professional services or to the default on a loan or any other financial obligation?
  - ii. Within the past five (5) years, has the proposer or any of its members, partners, shareholders, or principal officers failed to complete any contract for professional services?
  - iii. Within the past five (5) years, has the proposer or any of its members, partners, shareholders, or principal officers been insolvent, had a receiver appointed for it, made any assignment for the benefit of its creditors, or been involved as a debtor in any voluntary or involuntary bankruptcy proceedings?

**Pricing:** The cost of the proposer's services to be provided to the District, or the manner in which such cost shall be calculated. If the price for such services shall be calculated using a formula, the proposal must provide the formula to be utilized and a best estimate of the price to be thereby calculated. If the price for such services shall be calculated using hourly rates, the proposal must provide a complete list of the rates to be utilized and a description of any periodic or other adjustments that may be made to such rates. If reimbursement for out-of-pocket expenses is contemplated, the proposal must include a detailed description of the expenses to be reimbursed and the rate at which reimbursements are to be calculated. Sales taxes should not be included in the pricing included in any proposal submitted to the District.

**Proposed Form of Contract:** If a proposer wishes to propose the use of a particular form of contract to memorialize any agreement with the District for the performance of the services described herein, the proposer's proposal must include a draft of such contract form. NOTE: The District's acceptance of any person's Proposal shall not be deemed to constitute acceptance of any form of contract submitted with such person's proposal. The District reserves the right to negotiate contract terms with or propose its own form of contract to the firm or individual whose proposal is selected.

**Other Information:** Any other information that the proposer believes will assist the District in understanding the proposer's experience or capabilities or other aspects of the proposer's proposal.

## **GENERAL INSTRUCTIONS**

When preparing a proposal for submission to the District, the following instructions and guidelines should be followed:

1. Each hard copy of a proposal and all information submitted in connection with the proposal should be bound or contained in a single volume to the extent practicable.
2. Each proposal and all materials and information submitted with a proposal shall become the property of the District upon receipt and shall be made available for public inspection as and to the extent required by applicable law.
3. At least one hard copy of each proposal should be executed by and bear the original signature of an officer, representative, or other person authorized to execute and deliver the proposal on behalf of the proposer. If the person executing a proposal is not an executive officer of the proposer, a copy of the resolution, power of attorney, or other similar authorization of such person to execute and deliver the proposal should be attached to the proposal.
4. Any exception or deviation in a proposal from the requirements of this Request for Proposals must be clearly identified as an exception in a section of a proposer's proposal entitled "Exceptions". Any exception or deviation not so identified will be disregarded.

## **QUESTIONS AND CLARIFICATIONS**

All questions or requests for clarifications or additional information with respect to this Request for Proposals should be submitted to Laurie Widman, School Business Administrator at the address set forth on the first page of this Request for Proposals or by e-mail at [lwidman@ccsd-k12.net](mailto:lwidman@ccsd-k12.net). All such questions or requests should be submitted no later than five (5) days prior to the date specified for the opening of proposals.

The District will endeavor to provide a copy of each timely submitted question and request and the District's response to each person who has received or has expressed an interest in submitting a proposal in response to this Request for Proposals. The District will maintain a copy of all such information at its principal offices, located at 3600 Union Road, Cheektowaga, New York 14225, which copy will be made available for inspection and copying upon request. It is each proposer's responsibility to ensure that it has reviewed all clarifications, responses to questions, and addenda that may be issued by the District with respect to this Request for Proposals prior to submitting its proposal, and the District shall bear no responsibility for any proposer's failure to do the same.

## **EVALUATION OF PROPOSALS**

A committee shall review all properly completed and timely received proposals and shall recommend one or more proposals to the Board of Education for further evaluation and acceptance. The District may apply any number of criteria in evaluating proposals, including, but not limited to, price, experience in providing the services described herein, experience working with public school districts, cooperation with District requests for additional information or oral presentations.

The District reserves the right to waive any and all informalities in proposals submitted and further reserves the right to reject any or all proposals. The District's acceptance of a proposal shall not be binding on the District until the District has negotiated and entered into a written contract with the selected proposer.

**EXHIBIT A**



**Cheektowaga Central School District**

**Scope of Required Services**



**GORDON W. JONES ASSOCIATES**  
**ARCHITECTS, P.C.**  
 5757 MAIN STREET WILLIAMSVILLE, NY 14221 P: 716-633-9000  
 WWW.GWJARCHITECTS.COM

| <b>Pre-Construction Phase:</b>   |  | <b>OWNER</b> | <b>GWJ</b> | <b>CM</b> |
|----------------------------------|--|--------------|------------|-----------|
| 1                                | Establish and update Master Activity Schedule                                  |              | ✓          | ✓         |
| 2                                | Land and Topographic Survey (Owner Contract)                                   | ✓            | ✓          |           |
| 3                                | Soil Borings (Owner Contract)  | ✓            | ✓          |           |
| 4                                | Asbestos Survey (Owner Contract)   | ✓            | ✓          |           |
| 5                                | Design Development Documents   |              | ✓          |           |
| 6                                | Constructability Review and Issuance of Constructability Reports to Architect. |              |            | ✓         |
| 7                                | Design Development Estimate  |              |            | ✓         |
| 8                                | Value Engineering  |              |            | ✓         |
| 9                                | Phasing Planning, Logistics Planning & Contractor Staging                      | ✓            | ✓          | ✓         |
| 10                               | Preliminary Construction Schedule and Phasing.                                 |              | ✓          | ✓         |
| 11                               | Contracting Planning - Recommend Construction Contract Breakdown               |              | ✓          | ✓         |
| 12                               | Scoping (Special Conditions / Special Provisions)                              |              |            | ✓         |
| 13                               | Construction Documents (including SWPPP as required)                           |              | ✓          |           |
| 14                               | Project Manual - Specifications "Front End" (Alternate Bids)                   |              | ✓          |           |
| 15                               | SED Submission for Building Permit   |              | ✓          |           |
| 16                               | Respond to SED Comments (Addendum to SED for approval as required)             |              | ✓          |           |
| 17                               | Construction Document Estimate - Cost Review                                   |              |            | ✓         |
| <b>Bid and Procurement Phase</b> |  | <b>OWNER</b> | <b>GWJ</b> | <b>CM</b> |
| 1                                | Advertisement for Bids   | ✓            | ✓          |           |
| 2                                | Bid Document Distribution  |              | ✓          |           |
| 3                                | Bid Questions - Pre Bid RFI Management   |              |            | ✓         |
| 4                                | Addenda  |              | ✓          | ✓         |
| 5                                | Technical Interpretations  |              | ✓          |           |
| 6                                | Scope Interpretations  |              |            | ✓         |
| 7                                | Bid Opening  |              | ✓          | ✓         |
| 8                                | Bid Evaluation   |              | ✓          | ✓         |
| 9                                | Recommend Contract Awards  |              | ✓          | ✓         |
| 10                               | Contract Award (Board of Ed. Approval & Award)                                 | ✓            |            |           |
| 11                               | Prepare Contracts  | ✓            |            | ✓         |

| <b>Construction Phase</b>      |   | <b>OWNER</b> | <b>GWJ</b> | <b>CM</b> |
|--------------------------------|---|--------------|------------|-----------|
| 1                              | Review and Approve Labor & Material Payment Bonds & Contractor's Insurance  | ✓            |            | ✓         |
| 2                              | Review Sub-contractors and suppliers  |              | ✓          | ✓         |
| 3                              | Review and Approve Schedule of Values   |              | ✓          | ✓         |
| 4                              | Review Contractor's Safety Programs for compliance  |              |            | ✓         |
| 5                              | Coordinated Construction Schedule   |              |            | ✓         |
| 6                              | Maintain records at the construction site: Correspondence, Contract Documents, Change Orders, Construction Change Directives, Reports, Site Meetings, Submittals / Shop Drawings, Product Data, Samples, Color Schedules, Applications for Payment, Contracts, etc. |              |            | ✓         |
| 7                              | Maintain up-to-date construction documents on site - document "as-built" conditions.  |              |            | ✓         |
| 8                              | Daily Log Management (Includes Daily logs - recording of workers on site)   |              |            | ✓         |
| 9                              | Daily Coordination  |              |            | ✓         |
| 10                             | Daily QA/QC (Quality Assurance / Quality Control)   |              |            | ✓         |
| 11                             | Report and log unsafe working conditions observed to the Prime Contractor's field superintendent.   |              |            | ✓         |
| 12                             | Periodic Inspection   |              | ✓          |           |
| 13                             | Materials Testing - Coordinate (Owner Contract)   | ✓            | ✓          | ✓         |
| 14                             | Materials Testing - Receive and approve   |              | ✓          | ✓         |
| 15                             | Conduct Project Meetings - Prepare, record and distribute minutes   |              |            | ✓         |
| 16                             | Progress Payments - Review and approve electronically   |              | ✓          | ✓         |
| 17                             | Collection of Certified Payroll   | ✓            |            |           |
| 18                             | Progress Payments - Payment by the Owner  | ✓            |            |           |
| 19                             | Submittals / Shop Drawings - Review and Approval  |              | ✓          |           |
| 20                             | Maintain Master File of all submittals. Process to be discussed with the Project Team.  |              |            | ✓         |
| 21                             | Information Management RFI's - Request for Information  |              |            | ✓         |
| 22                             | Respond to RFI's - Provide Supplemental drawings, specifications & interpretations.   |              | ✓          |           |
| 23                             | Change Management RFP's - Request for Proposals   |              | ✓          | ✓         |
| 24                             | Change Orders - Review and Approval   | ✓            | ✓          | ✓         |
| 25                             | Change Orders - Prepare and Execute electronically  |              |            | ✓         |
| 26                             | Change Order Certifications - Prepare and Execute   |              | ✓          |           |
| 27                             | Change Orders - Send Executed Change Orders to SED  |              | ✓          |           |
| 28                             | Monthly Financial Overview (including management of overall incidental budget)  | ✓            | ✓          | ✓         |
| 29                             | Monthly Report (Budget, Schedule, Critical Issues, etc.)  |              |            | ✓         |
| 30                             | Commission Building Systems   | ✓            | ✓          |           |
| <b>Post Construction Phase</b> |   | <b>OWNER</b> | <b>GWJ</b> | <b>CM</b> |
| 1                              | Generate Punch Lists from Final Inspections of work areas   |              | ✓          |           |
| 2                              | Implement Punch List Completion   |              |            | ✓         |
| 3                              | Prepare and Execute SED Substantial Completion Certificates   | ✓            | ✓          |           |
| 4                              | Expedite Closeout Work  |              |            | ✓         |
| 5                              | Contractual Closeout - Review and Approval of As-Built Drawings and Operation   | ✓            | ✓          |           |
| 6                              | SED Capital Inspection Reports  |              | ✓          |           |
| 7                              | Guarantee / Warranty Inspections  | ✓            | ✓          |           |
| 8                              | Guarantee / Warranty Follow up  | ✓            | ✓          |           |

## EXHIBIT B

### CHEEKTOWAGA CENTRAL SCHOOL DISTRICT Insurance Requirements for Construction Manager

#### 1. GENERAL PROVISIONS as to all required insurance:

- .1 The Construction Manager shall provide current Certificates of Insurance and accompanying documents as described herein for the Owner's approval prior to Owner's signing of contract(s).
- .2 "Certificate Holder" shall be **Cheektowaga Central School District** at the address of **3600 Union Road, Cheektowaga, NY 14225**.
- .3 Coverage must comply with all specifications set forth herein.
- .4 All insurance documents must be executed with authorized signatures.
- .5 The Construction Manager's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
- .6 Failure of the Owner to object to the Construction Manager's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Construction Manager's obligation to furnish the required insurance coverages described herein. Nothing contained herein imposes on the Owner a duty or obligation to review any evidence of insurance coverages or issue any formal approval or acceptance of such evidence.
- .7 The Construction Manager's liability and indemnification of the Owner shall not be relieved or diminished by the Construction Manager securing insurance coverage in accordance with the Owner's requirements. Any approval by the Owner of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Construction Manager's insurance coverage.
- .8 In addition to Certificates of Insurance and other documents, the Construction Manager shall provide to the Owner and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend applicable coverages or limits.
- .9 Coverage as required herein shall contain a provision that coverage will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. The Construction Manager shall supply the Owner with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- .10 The Construction Manager will assure that any and all subcontractors and consultants retained by the Construction Manager carry and maintain insurance with reasonably prudent limits and coverage satisfactory to the Owner in light of the work to be performed, written by companies meeting the same criteria as required herein, and that the Owner is named additional insured on the subcontractor's liability policies according to the same requirements as described herein.
- .11 The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any of the coverages required herein of the Construction Manager.
- .12 The Construction Manager's liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employer's Liability, third party over actions, or equivalent.
- .13 The District reserves the right to modify the requirements herein, including limits, based on circumstances involved, including but not limited to the nature of the risk involved, prior experience, insurer, or coverage.

- .14 If the Construction Manager carries higher limits or broader coverage than shown herein, those higher limits or broader coverage shall apply. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

## 2. LIABILITY INSURANCE

The Construction Manager agrees to secure and maintain, at the Construction Manager's own expense, all insurance coverage required herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of A- or better. The Construction Manager's insurance shall include the following, and shall be written with limits hereinafter specified:

- .1 Commercial General Liability.** Occurrence based coverage to include bodily injury, personal injury, and property damage applicable to ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement. There shall be no exclusions for explosion, collapse, and underground operations ("XCU"). Coverage limits must be at least:

|                               |             |
|-------------------------------|-------------|
| General Aggregate             | \$2,000,000 |
| Products & Comp/Op. Aggregate | \$2,000,000 |
| Personal & Advertising Injury | \$1,000,000 |
| Each Occurrence               | \$1,000,000 |
| Fire Damage (any one fire)    | \$ 50,000   |
| Med. Expense (any one person) | \$ 5,000    |

- .2 Automobile Liability** applicable to bodily injury and property damage, coverage for the Construction Manager as the owner or lessee of automobiles, trucks, trailers, self-propelled equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract. Coverage limits must be at least:

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

- .3 Umbrella/Excess Liability** applicable to Commercial General Liability and Automobile Liability policies. Coverage limits must be at least:

|                 |             |
|-----------------|-------------|
| Each Occurrence | \$5,000,000 |
| Aggregate       | \$5,000,000 |

- .4 Professional Liability.** Coverage for the Construction Manager's errors, omissions, and negligent acts arising from the performance of the Construction Manager's services under this contract. If coverage is on a claims-made basis, it must be maintained in force for a minimum of three (3) years following the date of Final Completion of the Project, with a retroactive date no later than the date of the Agreement. Coverage limits must be at least:

|                       |             |
|-----------------------|-------------|
| Each Occurrence/Claim | \$3,000,000 |
| Aggregate             | \$3,000,000 |

- .5 Additional Insured:** Coverage in Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies or coverage sections shall be written or endorsed to apply to the following as **additional insured on a primary and non-contributory basis:**

*"Cheektowaga Central School District and its employees, authorized volunteers and committee members, student teachers, auxiliary instructors, agents, and members of the Board of Education."*

Additional Insured coverage must be at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 2037 forms together if later revisions are used, or the equivalent. In addition, the primacy of coverage must be at least as broad as ISO Form CG 20 01 04 13. Certificates of Insurance must show the form numbers that are used to achieve this coverage. A copy of the actual policy language that achieves this coverage in each policy must be provided to the Owner with the Certificate of Insurance.

- .6 **Products & Completed Operations** coverages must be maintained in force for a **minimum of three (3) years** following Final Completion of the Project.
- .7 **Unmanned Aircraft** (*if applicable*). If the Construction Manager’s work on this project in any way involves the use of unmanned aircraft (aka drones), their General Liability policy must include form CG 24 50 06 15 or equivalent providing coverage for this exposure. The coverage limits must be at least:

|                 |             |
|-----------------|-------------|
| Each Occurrence | \$1,000,000 |
|-----------------|-------------|

- .8 **Cyber Insurance**. The Construction Manager must have coverage applicable to first and third party claims including but not limited to data compromise expenses and liability, forensic review costs, legal review costs, data restoration and re-creation costs, public relations costs, extortion costs, network security liability, identity recovery costs, regulatory fines and penalties, and credit monitoring costs. The coverage limits must be at least:

|                       |           |
|-----------------------|-----------|
| Each Occurrence/Claim | \$250,000 |
| Aggregate             | \$250,000 |

- .9 **Waiver of Subrogation**: To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to all liability policies as required herein in favor of the Owner.
- .10 **Combination of Coverage**. The Construction Manager may achieve the required limits and coverage required herein through a combination of primary and excess insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**3. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY INSURANCE.**

Coverage must include Waiver of Subrogation in favor of Owner. Coverage and limits required as per the laws of New York State. Proof of coverage must be provided on the applicable approved form as per the New York State Workers’ Compensation Board.

**4. NEW YORK DISABILITY (NYDBL)**

Coverage required as per the laws of New York State. Proof of coverage must be provided on the applicable approved form as per the New York State Workers’ Compensation Board.