



REQUEST FOR PROPOSAL

CONSTRUCTION MANAGEMENT SERVICES

TROY SCHOOL DISTRICT

2013 Pre-Bond Services

March 20, 2013

**REQUEST FOR PROPOSAL
RFP 9755
CONSTRUCTION MANAGEMENT SERVICES
TROY PUBLIC SCHOOLS**

Troy Schools is accepting firm, sealed proposals for Construction Management Services in the anticipation of a successful November, 2013 General Election Bond passage for the Troy School District.

Your proposal and four copies marked “**Construction Management Services**” must be delivered no later than 1 p.m., Wednesday, April 3, 2013 to: Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 48083, at which time all bids will be publicly opened and read aloud immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Any questions must be received no later than noon, Wednesday, March 27, 2013, at no other time prior to the RFP opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: PurchasingOffice@troy.k12.mi.us.

All consultants submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the consultant submitting a proposal and any member of the Troy Schools Board or the Troy Schools Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

The Troy Board of Education reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

Purchasing Department
Troy School District
1140 Rankin
Troy, MI 48083

1.0 OVERVIEW – PROJECT BACKGROUND

Troy Schools is accepting firm, sealed proposals for Construction Management Services in the anticipation of a successful November, 2013 General Election Bond passage for the Troy School District.

2.0 SCOPE OF SERVICES

The Proposal is to identify in detail the proposed services for the Pre-Construction, Bid and Contract Documents and Construction Phases of renovation and new projects for term of the Bond. Emphasis will be placed on prior K-12 school construction services and on-site management experience.

3.0 PROPOSAL REQUIREMENTS

Proposal Questionnaire: Responses to questions in Sections 1 – 8 of the Proposal Questionnaire are required.

Project Schedule: The Proposal response is to address the actions necessary by your office to develop and implement a workable project schedule. Include an example of your project scheduling in your Proposal.

Cost Control: Troy Public Schools will employ a construction management system in which the construction manager plays an important role in monitoring cost and value for the District. The Proposal is to address your office's approach to cost control and change order process in the Proposal.

Quality Control: The Proposal is to address your office's approach to quality control and achieving a quality project that exceeds the Troy Public Schools and Architect's expectations.

Dispute Resolution: The Proposal is to address your office's approach to dispute resolution and achieving a dispute free project. Include an example of your dispute resolution process in the Proposal.

Project Close-Out: The Proposal is to address your office's approach to closing out the project in a timely manner. It is important to complete the project within both the allocated budget and the established timelines. Include an example of your project close-out procedure in the Proposal.

Owner's Rights: Troy Public Schools reserves the right to accept or reject any or all Proposals and to waive any Proposal inconsistencies. The District may accept or reject any Proposal or part of any Proposal that it does not feel is in the best interest of the District.

Owner's Operation: Any renovations to existing buildings are to have minimal impact to Troy Public Schools operation. Troy Schools is in the business of educating their students. The existing students, staff and administration need to continue with their primary responsibilities with little or no interruption during the construction and renovation of their facilities. The RFP response is to address the actions necessary by your office to accommodate Troy Public Schools operational requirements.

Criminal Background Checks: Please attest to the fact that all proposed staff for this project is capable of having a clean criminal background check and not listed on any sex offender registry.

4.0 GENERAL TERMS AND CONDITIONS

Firm, sealed proposals, one original and four copies, will be received by the Purchasing Department, Troy Schools, Construction Management Services (CM), for Troy Public School District, in accordance with the attached specifications.

4.1 RECEIPT OF PROPOSALS

Proposals will be submitted only on the forms provided and/or under separate cover as specified, and will be enclosed in a sealed envelope marked with the name of the Consultant, the title of the work, the time, place and date due and must be delivered to: Purchasing Department, Troy School District, 1140 Rankin, Troy, Michigan 48083, no later than 1 p.m., Wednesday, April 3, 2013, at which time all proposals will be publicly opened and read aloud immediately thereafter. Proposals received after this time will not be considered or accepted. Oral, telephone, fax or electronic mail proposals are invalid and will not receive consideration.

Proposals will be made in full conformity with all the conditions set forth in the specifications. Proposals will remain firm for a minimum period of 180 days following the date on which the proposals are opened.

Any Consultant may withdraw their proposal at any time prior to the scheduled time for receipt of proposals.

After proposals are opened, evaluated, and approved, a letter of award confirming acceptance will be sent to the selected Consultant. It is the intent to review this proposal at the April 23, 2013, Board of Education Workshop.

4.2 PRE-PROPOSAL QUESTIONS

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Any questions must be received no later than noon, Wednesday, March 27, 2013, at no other time prior to the RFP opening will questions/concerns be addressed or accepted and may be faxed to: 248.823.4077, or emailed as a Word document to: PurchasingOffice@troy.k12.mi.us.

4.3 TIMELINE

The District anticipates the following timeline and is prepared to exercise flexibility for the purpose of finding the right fit with a qualified Consultant or for other purposes deemed to result in added value to the Construction Management Services:

RFP Released	Wednesday, March 20, 2013
Pre-proposal Questions	Wednesday, March 27, 2013 @ Noon
Proposals Due	Wednesday, April 3, 2013 @ 1:00 PM
Interviews	Week of April 8, 2013 - April 12, 2013
Board Presentation & Review	Tuesday, April 23, 2013
Recommendation & Award	Tuesday, May 7, 2013

4.4 FAMILIAL RELATIONSHIP

All Consultants submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the Consultant submitting a proposal and any member of the Troy Schools Board of Education or the Troy Schools Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

4.5 OWNER EXPECTATIONS

The Owner is seeking a Consultant with experience in providing similar consulting services to other educational institutions. It is anticipated that the selected Consultant will have extensive experience.

4.6 PROPOSALS

All blank portions of the proposal must be filled in. Each submitted proposal must include the legal name of the Consultant and will be signed by the person(s) legally authorized to bind the Consultant to a contract. If proposals are submitted by an agent, satisfactory evidence of agency authority is required.

4.7 ORAL PRESENTATIONS

Certain selected Consultants who submit proposals may be required to make an oral presentation of their proposal to the Owner. These presentations provide an opportunity for the selected Consultants to clarify their written proposals and for the Owner to obtain additional information. It is expected that Consultants will bring key staff who will work on the project to the presentations.

4.8 CONFIDENTIAL INFORMATION

As a public entity, the District is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

4.9 COMPLIANCE OF AWARDED VENDOR

Consultant agrees to comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances that may be applicable to the Consultant's performance of its obligations under this contract. Prior to the issuance of a purchase order authorizing commencement of this project, and in all cases before beginning work under the contract, the awarded Vendor will provide to Troy Schools adequate insurance per the requirements stated under Item 4.23.

4.10 RIGHT TO REQUEST ADDITIONAL INFORMATION

The Owner reserves the right to request any additional information that might be deemed necessary after the completion of this document.

4.11 RIGHT OF REFUSAL

The Board of Education reserves the right to accept or reject any or all proposals, in whole or in part; to award to other than the low Consultant; to waive any irregularities and/or informalities; and, in general, to make awards in any manner deemed to be in the best interests of the owner.

4.12 COSTS

The Consultant is responsible for any and all costs incurred by the Consultant or his/her subcontractors in responding to this request for proposal. Fees quoted must remain firm throughout this project except for changes in scope. All scope changes must be approved in writing in advance of the Consultant performing the work. Fees quoted must include all expenses for this project.

4.13 FEDERAL OR STATE SALES, EXCISE, OR USE TAXES

Troy School District is a tax-exempt entity for all purposes except if the project makes enhancements, and/or additions to real property.

4.14 CONTRACT REQUIREMENTS

The Owner considers this RFP legally binding and will require that this Request for Proposal and the resulting Consultant proposal be included as addenda to any subsequent contracts between the Consultant(s) and the Owner. It should be understood by the Consultant(s) that this means that the Owner expects the Consultant(s) to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the Consultant proposals. Lack of exceptions listed on the "Exceptions to Specifications" form will be considered acceptance of all of the specifications as presented in this RFP.

4.15 SURVIVAL CLAUSE

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

4.16 INCORPORATION BY REFERENCE

Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Consultant's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

4.17 NON-WAIVER OF AGREEMENT RIGHTS

It is the option of any party to the Agreement to grant extensions or provide flexibilities to the other party in meeting scheduled tasks or responsibilities defined in the Agreement. Under no circumstances, however, shall any parties to the Agreement forfeit or cancel any right presented in the Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right. The payment of funds to the Consultant by Owner should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

4.18 NONDISCRIMINATION BY CONSULTANTS OR AGENTS OF CONSULTANT

Neither the Consultant nor anyone with whom the Consultant shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Consultant responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure and terms of employment, or otherwise with respect to any matter directly or

indirectly relating to employment concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the Consultant of this Agreement.

4.19 SUBCONTRACTORS

Consultants may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Consultant must obtain written prior approval from the Owner for activities or duties to take place at the Owner site. In using subcontractors, the Consultant agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Consultant.

4.20 EFFECT OF REGULATION

Should any local, state, or national regulatory authority having jurisdiction over the Owner enter a valid and enforceable order upon the Owner which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Owner of a material part of its Agreement with the Consultant. In the event this order results in depriving the Owner of materials or raising their costs beyond that defined in this Agreement, the Owner shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Consultant. Should the Agreement be terminated under such circumstances, the Owner shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

4.21 ASSIGNMENTS

Owner and the Consultant each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement.

4.22 CONSULTANT AS INDEPENDENT CONTRACTOR

It is expressly agreed that the Consultant is not an agent of Owner but an independent contractor. The Consultant shall not pledge or attempt to pledge the credit of Owner or in any other way attempt to bind the Owner.

4.23 INSURANCE

The Consultant agrees to hold harmless and defend the Owner and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of Consultant employees or subcontractors. In order to demonstrate this responsibility, the Consultant must have adequate insurance throughout this project as follows:

- A minimum Commercial General Liability limit of \$3,000,000;
- A minimum Umbrella Liability limit of \$3,000,000; and
- Professional Liability insurance coverage with minimum limits of \$3,000,000
- Statutory workers Compensation insurance

4.24 STANDARD FORMS AND CONTRACTS

Any forms and contracts the Consultant(s) proposes to include, as part of any agreement resulting from this RFP between the Consultant(s) and the Owner must be submitted as part of the proposal. Any forms and contracts not submitted as part of the RFP and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

4.25 NON-COLLUSION COVENANT

The Consultant hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the Consultant agrees that a duly authorized Consultant representative will sign a non-collusion affidavit, in a form acceptable to the Owner that the Consultant firm has received from Owner no incentive or special payments, or considerations not related to the provision of automation systems and services described in this Agreement.

4.26 ADVERTISEMENT

The laws of the State of Michigan, Owner purchasing policies and the legal advertisement for contractors and purchases, are made a part of any agreement entered into the same respect as if specifically set forth in that agreement.

4.27 SPECIAL NOTES

Failure to include in the proposal all information outlined above may be cause for rejection of the proposal. The Owner reserves the right to accept the Consultant's replacement of any component if it is considered equal or superior to the specifications. Such acceptance will be in writing.

4.28 PAYMENT TERMS

Owner shall pay Consultant progress payments no more than once per month, and only after receiving an invoice.

5.0 EVALUATION AND SELECTION PROCESS

Troy Public Schools will form an evaluation team to initially review and evaluate the submitted responses. The RFP responses will first be evaluated as either "responsive" or "non-responsive". Troy Public Schools reserved rights described below; RFP responses determined to be non-responsive will be eliminated from further consideration. The remaining responses will then be evaluated for content, and ranked in accordance with their merits.

The following factors will, at a minimum, be considered during the evaluation process:

- (a) the qualifications, track record, relevant experience, and cost proposal of the respondent and its team;
- (b) quality and completeness of plan for delivering of all necessary and appropriate services; and
- (c) Respondent's ability to provide assistance to Troy Public Schools and its consultant's in executing the determined program.

The evaluation team may recommend interviews with selected finalists. The responses will be ranked according to the above relevant criteria and other factors detailed in this RFP. Troy Public Schools will be solely responsible for the final selection of the successful respondent. Troy Public Schools reserves the right to conduct post-closing discussions with any respondent who has a realistic possibility of contract award, including, but not limited to, request for additional information, competitive negotiations, review of firms financial statement, and best and final offers.

Troy Public Schools reserves the right to award the contract to the respondent that Troy Public Schools deems to offer the best overall response. In addition, Troy Public Schools at its sole discretion reserves the right to cancel this RFP, to reject any and all responses, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications if it is deemed to be in the best interested of the Troy Public School District to do so.

PROPOSAL QUESTIONNAIRE

The following items will outline the general proposal format. The Proposal must be organized by section tabs and identified in the following order. Proposals not received in this format may be removed from further consideration.

Section 1 - Firm Overview

- A. List your firm name, project executive, address, phone number, fax number and email address.
- B. Explain your firm's ownership structure and provide a brief firm history. Provide the firm's Annual Revenue for the last five years, broken out by year and market segment.
- C. List your in-house professional services you provide education clients and the number of employees in each category.
- D. Provide a listing of current construction management educational projects. Include district, construction value, and number of facilities, contract start and anticipated contract completion.
- E. Provide information related to the types of insurance and bond that you would be providing for this project. Include detail about the types and amounts of insurance and any other detail that you consider applicable and significant.

Section 2 – Services

- A. Briefly explain your pre-construction phase services.
- B. Briefly explain your construction phase services.
- C. Briefly explain your technical services, value analysis, and estimating capabilities and at what stages of design estimates are provided.
- D. Explain your available services during the warranty period. Are there any additional charges for these services?

Section 3 – Experience

- A. List only K-12 educational projects (both new and renovations) in which your company has been involved as Construction Manager in the past five years. Include a brief description, district name, address, phone and contact person, architect name, address, phone number and contact person. Provide budget goals and actual, time goals and actual completion, building operating cost information.

- B. Describe your firm's experience involving technology networks, and integrated technology systems.
- C. What was your most desirable K-12 education Construction Management project? What was your least desirable K-12 education Construction Management project? Please explain why.
- D. Have you been associated with any projects that were not completed on time causing the start of school to be delayed? Any 'problem' projects where you would most likely not receive a good recommendation? Please explain the circumstances.

Section 4 - Project Personnel

- A. Provide an organizational chart showing your proposed team for the design and construction phases of our projects. Include a single page resume of each key individual highlighting experience with projects similar to ours. Only list individuals who will be assigned to this project and list dates of employment with your firm.
- B. Provide a chart showing current and future availability of your key team members for our project. How much of their time will be assigned to our project?
- C. Provide an organizational chart showing your proposed team for the design and construction phases of our projects. Include a single page resume of each key individual highlighting experience with projects similar to ours. Only list individuals who will be assigned to this project and list dates of employment with your firm.
- D. Provide a chart showing current and future availability of your key team members for our project. How much of their time will be assigned to our project?
- E. Will you guarantee, by contract, that key personnel will be assigned to our project for the entire design and construction? **The District's expectation and requirement will be that the individual assigned as the Project Superintendent will be exclusively assigned to the District's projects until the punch list is completed.** The role of the individual(s) specifically assigned in the project should be clearly identified as well as those of any assistants that are anticipated.
- F. Provide personal references from school districts and architects for each of the key team members.

Section 5 - Project Approach

- A. Describe the ability of your firm to develop and implement effective schedules for construction projects of this nature. Specifically address items that relate to completing construction in a timely manner. Describe your work plan for our project.
- B. How will you help assure budget adherence? Describe procedures that you typically use to provide that project budgets are maintained and also your role as a representative for Troy Public Schools with respect to determining and implementing the best cost/benefit alternative for the District. Describe the type of controls that you implement and the manner in which you deal with unanticipated occurrences.
- C. Describe your most recent **K-12 education** project bid results. List the bid categories with number of bidders for each. Include your estimated amount per category and apparent award amount.
- D. Explain the construction manager's responsibility for providing assurances that quality in both materials and construction are implemented throughout this project. Note the procedures that you will use to advise Troy Public Schools on matters related to quality control.
- E. By narrative and examples, demonstrate the ability of your firm to develop and implement involvement of qualified "local" contractors in the construction project.
- F. Describe the dispute resolution process that you have used in resolving conflicts that occur during the life of a project. Describe any formal process that will be part of this project.

Section 6 – References

- A. Provide a listing of general references that are familiar with your company and your performance on projects similar to the proposed.

Section 7 - Differential Advantage

- A. In concise terms, state or outline any information that should be considered. Include any information about process, personnel, strategic alliances, or Intellectual Property that should be considered.

Section 8 – Services and Compensation

- A. Please describe your anticipated fee ranges based on the following major categories:
- Professional fee (consultation during pre-design and pre-construction phases)
 - Management fee (construction services including all reimbursables)
 - General conditions (all at direct costs)
- B. Identify Services and Items NOT included in the prior section. Please include your definition of a “change in scope.” Specific situations that would require additional fees should be identified in this section. A schedule of hourly fees by job classification and service area for additional services should be provided. Are these stated fees negotiable?



DUE: 1:00 p.m., Wednesday, April 3, 2013
PROPOSAL: RFP 9755 Construction Management Services

PROPOSAL FORM

We propose to provide Troy Public School District Construction Management Services (CM) in accordance with the specifications:

<u>Estimated Construction Value</u>	<u>Percentage Fee</u>
\$1,000,000 to \$25,000,000	_____ %
\$25,000,000 to \$50,000,000	_____ %
\$50,000,000 to \$75,000,000	_____ %
\$75,000,000 to \$100,000,000	_____ %
Greater than \$100,000,000	_____ %

*Please provide supporting documentation.

BIDDER'S FIRM NAME _____

ADDRESS _____

CITY/STATE _____ ZIP _____

TELEPHONE NUMBER _____ FAX # _____

SIGNED BY _____ TITLE _____

TYPED NAME _____ DATE _____

E-MAIL ADDRESS _____

SWORN AND NOTARIZED FAMILIAL DISCLOSURE STATEMENT

All Vendor/Contractor(s) submitting proposals must provide familial disclosure and attach this information to the proposal. The proposal will be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or key employee of the vendor submitting a proposal and any member of the Troy School Board or the Troy School Superintendent. The District will not accept a proposal that does not include this sworn and notarized disclosure statement.

The members of Troy School Board are: Nancy Philippart, Todd Miletti, Paula Fleming, Ida Edumunds, Wendy Underwood, Gary Hauff and Karl Schmidt. The Troy Schools Superintendent is Barbara A. Fowler.

The following are the familial relationship(s):

<u>Owner/Employee Name</u>	<u>Related to:</u>	<u>Relationship</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Attach additional pages if necessary to disclose familial relationships.

There is no familial relationship that exists between the owner or key employee of the Vendor/Contractor(s) submitting a proposal and any member of the Troy School Board, or the Troy Schools Superintendent.

INDIVIDUAL/FIRM NAME _____

BY (SIGNATURE) _____

PRINTED NAME AND TITLE _____

Subscribed and sworn before me, this _____

Seal:

day of _____, 20 ____, a Notary Public

in and for _____ County, _____

(Signature)
NOTARY PUBLIC

My Commission expires _____

Acceptance of Proposal

The undersigned agrees to execute a Contract for work covered by this Proposal provided that he is notified of its acceptance within thirty days after the opening of the Proposal.

It is agreed that this bid will not be withdrawn until after forty-five (45) days after receipt of bids.

The undersigned affirms that the bid was developed without any collusion, undertaking, or agreement, either directly or indirectly, with any other bidder(s) to maintain the prices of indicated work or prevent any other bidder(s) from bidding the work.

BIDDER'S FIRM NAME _____

BUSINESS ADDRESS _____

TELEPHONE NUMBER _____

FAX NUMBER _____

BY (SIGNATURE) _____

PRINTED NAME _____

TITLE _____

SIGNED THIS _____ DAY OF _____, 20 _____

E-MAIL ADDRESS _____



Purchasing Department
Facility Operations

RFP 9755

RE: Construction Management Services

<p style="text-align: center;">ADDENDUM #1 – March 26, 2013</p>
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The Bidding Documents are modified, supplemented or augmented as follows, and this Addendum is hereby made a part of the proposed Contract Documents.

Scope of Services - Clarification

The District desires to execute an Owner-Construction Manager Agreement where the Construction Manager is an Advisor – similar to AIA Agreement A101 CMA - 1992 (amended) or A132-2009. **Please use this method of delivery as the basis of your submission!**

At this time, the District is contemplating a bond issue that includes four distinct categories as part of the scope of the total project:

- a. Infrastructural improvements (roofs, HVAC, electrical, site, etc.)
- b. Technology
- c. Busses
- d. Instructional Furniture/Equipment

Preliminary, this qualified bond will be sold in three series with an approximate timing of 2014, 2017 and 2020.

Services and Compensation - Clarification

Fee proposal requested in the RFP, replace the current **Proposal Form**, page 12, with the attached ***Revised* Proposal Form**.



DUE: 1:00 p.m., Wednesday, April 3, 2013
PROPOSAL: RFP 9755 Construction Management Services

*** REVISED* PROPOSAL FORM**

We propose to provide Troy Public School District Construction Management Services (CM) in accordance with the specifications:

Percentage Range

<u>Estimated Construction Value</u>	<u>Professional Fee %</u>	<u>Management Fee %</u>	<u>General Condition Fee %</u>
\$1,000,000 to \$25,000,000	_____ %	_____ %	_____ %
\$25,000,000 to \$50,000,000	_____ %	_____ %	_____ %
\$50,000,000 to \$75,000,000	_____ %	_____ %	_____ %
\$75,000,000 to \$100,000,000	_____ %	_____ %	_____ %
Greater than \$100,000,000	_____ %	_____ %	_____ %

*Please provide supporting documentation.

BIDDER'S FIRM NAME _____

ADDRESS _____

CITY/STATE _____ ZIP _____

TELEPHONE NUMBER _____ FAX # _____

SIGNED BY _____ TITLE _____

TYPED NAME _____ DATE _____

E-MAIL ADDRESS _____



Purchasing Department
Facility Operations

RFP 9755

RE: Construction Management Services

<p align="center">ADDENDUM #2 – March 28, 2013</p>

The Bidding Documents are modified, supplemented or augmented as follows, and this Addendum is hereby made a part of the proposed Contract Documents.

Question # 1

Please provide the name of Attorney or Firm being used by the District if one has been determined.

Answer # 1

The District has not determined the Law Firm or Attorney that will work on this project.

Question # 2

Who will be reviewing Construction Management Services proposals and making selection?

Answer # 2

The District will assemble an internal Committee to review the Construction Management Services Proposals and make a final selection.

Question # 3

Will the shortlisted of Firms interview before the Board or a Committee?

Answer # 3

The assigned internal Committee will conduct the shortlist interviews.

Addendum 2 (Con't)

Question # 4

Is there any information available from previous studies, which might be made available, that could be used to provide approximate dollar values for the four distinct categories?

Answer # 4

No, at this time, the District does not have previous information available that could be used to provide approximate dollar values for the four distinct categories.

Question # 5

Can the District provide an accurate General Condition Estimated and fee schedule that would be helpful in the follows areas?

- Approximate Construction Cost per series
- Approximate cost per distinct Categories per series
- Approximate cost per Infrastructural Improvements
 1. Roofs
 2. HVAC
 3. Electrical
 4. Site

Answer # 5

At this time, the District has not finalized the detailed breakdown, the entire bond series is expected to exceed \$100 million dollars.

Question # 6

The RFP references Professional Fee %, is this intended to represent the Pre-Bond Services?

Answer # 6

The RFP references of Professional Fee %, represents the percentage fee for the project the Construction Manager would oversee.

**Tabulation - RFP 9755
Construction Management Services**

George W. Auch Company			
Estimated Construction Value	Professional Fee %	Management Fee %	General Condition Fee %
\$1,000,000 to \$25,000,000	0.09% - 0.11%	2.9% - 3.5%	0.1% - 0.2%
\$25,000,000 to \$50,000,000	0.09% - 0.11%	2.9% - 3.5%	0.1% - 0.2%
\$50,000,000 to \$75,000,000	0.09% - 0.11%	2.9% - 3.5%	0.1% - 0.2%
\$75,000,000 to \$100,000,000	0.09% - 0.11%	2.9% - 3.5%	0.1% - 0.2%
Greater than \$100,000,000	0.09% - 0.11%	2.9% - 3.5%	0.1% - 0.2%
* Note: All percentages are based on attached Construction Management Proposal and do not include Construction Manager Overhead and Profit.			

Barton Malow's			
Estimated Construction Value	Professional Fee %	Management Fee %	General Condition Fee %
\$1,000,000 to \$25,000,000	1.85%	2.5 to 3.4%	1.5 to 2.0%
\$25,000,000 to \$50,000,000	1.85%	2.5 to 3.4%	1.5 to 2.0%
\$50,000,000 to \$75,000,000	1.85%	2.5 to 3.4%	1.5 to 2.0%
\$75,000,000 to \$100,000,000	1.85%	2.5 to 3.4%	1.5 to 2.0%
Greater than \$100,000,000	1.85%	2.5 to 3.4%	1.5 to 2.0%

Batron Malow's "No Surprise, No Excuses" Pricing Structure

We would propose agreeing to a lump sum not to exceed contract amount and billing in equal monthly payments.

* Professional Fee: Fee is based on 1.85% x the approved amount we manage.
All pre-bond support services are included in the amount.

** Management Fee: This includes all of our management staff, field staff & office costs.
Office costs include operating a self sustaining space within one of the district facilities.
All pre-construction support services are included in this amount.
We do not charge our staff to any other budgets or the general conditions.

*** General Conditions: This is your budget and at the end of the project, any remaining funds are yours.
We do not add any additional mark-up to general condition items.

Technology Design & Implementation Services Voluntary Alternate

We propose to provide complete technology design services for an additional 2.5%.

Tabulation - RFP 9755
Construction Management Services

Clark Construction Company			
Estimated Construction Value	Professional Fee %	Management Fee %	General Condition Fee %
\$1,000,000 to \$25,000,000	2.0 - 2.5%	5.0 - 6.0%	.05 - .09%
\$25,000,000 to \$50,000,000	1.8 - 2.0%	4.5 - 5.5%	.03 - .07%
\$50,000,000 to \$75,000,000	1.75 - 1.8%	3.5 - 5.0%	.03 - .07%
\$75,000,000 to \$100,000,000	1.0 - 1.75%	3.0 - 4.0%	.03 - .07%
Greater than \$100,000,000	.75 - 1.0%	2.5 - 3.5%	.03 - .07%

McCarthy & Smith, Inc.			
Estimated Construction Value	Professional Fee %	Management Fee %	General Condition Fee %
\$1,000,000 to \$25,000,000	1.99%	3.5 - 4.5%	.75 - 1.5%
\$25,000,000 to \$50,000,000	1.94%	3.5 - 4.5%	.80 - 1.5%
\$50,000,000 to \$75,000,000	1.89%	3.2 - 4.2%	.90 - 1.5%
\$75,000,000 to \$100,000,000	1.84%	3.2 - 4.0%	.90 - 1.4%
Greater than \$100,000,000	1.79%	3.2 - 3.9%	.80 - 1.3%

Skanska USA Building Inc.			
Estimated Construction Value	Professional Fee %	Management Fee %	General Condition Fee %
\$1,000,000 to \$25,000,000	N/A	1.75%	4.6%
\$25,000,000 to \$50,000,000	N/A	1.75%	4.6%
\$50,000,000 to \$75,000,000	N/A	1.65%	4.6%
\$75,000,000 to \$100,000,000	N/A	1.50%	4.3%
Greater than \$100,000,000	N/A	1.50%	4.3%