

SECTION 02 - INSTRUCTIONS TO PROPOSERS

Project: RFP #101745 CONSTRUCTION MANAGER AS CONSTRUCTOR (CMc) SERVICES FOR THE RENOVATION OF MIAMI MIDDLE SCHOOL

Owner: Fort Wayne Community Schools

Contact: Attn: Darren Hess
1519 Catalpa Street
Fort Wayne, IN 46802
Email: Darren.Hess@fwcs.k12.in.us

Proposals Due: November 16, 2023 by 2:00 PM EDT (local time)

Pre-proposal Meeting: November 7, 2023 at 10:00 AM EDT
1519 Catalpa Street, Fort Wayne, IN 46802
Maintenance and Operations Training Room (Enter Door 10)

Though it is not mandatory, all proposers are strongly encouraged to attend the Pre-proposal meeting.

Project Location(s): Miami Middle School
8100 Amherst Drive, Fort Wayne, Indiana 46819

Fort Wayne Community Schools ("FWCS"; the "Owner") located in Allen County, Indiana is issuing this Request for Proposals ("RFP") for the services of a Construction Manager as Constructor ("CMc") as allowed under Indiana Code 5-32. The responsibilities of the CMc will include Preconstruction Phase Services and Construction Phase Services for the Renovation of Miami Middle School (the "Project") in accordance with the enclosed documents. The agreement will include a Guaranteed Maximum Price ("GMP") as described in Section 00006 of this RFP.

Proposals shall be received at the FWCS Facilities Office, 1519 Catalpa Street, Fort Wayne, IN, no later than the Proposals Due Date/Time stated above. Faxed proposals will not be valid. The apparent successful proposer(s) may be contacted for an interview(s).

Documents: Each proposer responding to this invitation can view and download proposal documents via the Internet at <http://distribution.easternengineering.com/View/Default.aspx>.

The reproduction cost of the documents will be borne by Fort Wayne Community Schools. Please limit your firm to one copy of the documents. The following company can provide reproductions:

Eastern Engineering Plan Room
1239 North Wells Street
Fort Wayne, IN 46808

Telephone: 260.429.3119
Fax: 260.426.3101
<http://distribution.easternengineering.com>
Click on "Public Jobs"

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Proposals may be sent via delivery service or hand delivered; do not mail proposals. Proposals received after the due date and time will not be accepted.

All Respondents are prohibited from making any contact with the District Personnel, Board of Education, or any other administrator or employee of the District regarding the RFP or Project, other than in the manner and to the person(s) designated herein. The Director of Facilities and Superintendent reserve the right to disqualify any Respondent found to have contacted the people listed above in any manner regarding the RFP or Project.

Any questions regarding the RFP should be e-mailed to Darren Hess at Darren.Hess@fwcs.k12.in.us. Please include "Renovation of Miami Middle School" in the subject of the e-mail. The last day for questions to be submitted is November 13, 2023. All questions will only be answered in writing, and sent to all proposers in the form of an addendum.

Supplemental information relevant to the project will also be available for viewing purposes via the FWCS Procore Project Management website from the day of the RFP release to the RFP due date. These materials include archive drawings, AutoCAD files and other reference materials relevant to the project. For access to the website, please send an emailed request to John Hudson at john.hudson@fwcs.k12.in.us. Provide first and last name of the person or persons to have access to the site, email address, company name, address and telephone number.

A. BACKGROUND

Founded in 1857, Fort Wayne Community Schools is a public school district encompassing 150 square miles in and around Fort Wayne, Indiana. The district utilizes 61 educational and support buildings on 59 sites and has a student population of nearly 30,000. The District operates approximately 5,537,114 gross square feet and maintains approximately 900 acres of grounds. For more general information about FWCS visit our home page at www.fwcs.k12.in.us/about.php.

B. PROJECT INFORMATION

RENOVATION OF MIAMI MIDDLE SCHOOL

Miami Middle School is a two-story masonry building built in 1976 consisting of 106,818 square feet of educational space consisting of secondary education classrooms, gymnasiums and locker rooms, cafeteria, administration, kitchen and mechanical spaces.

Construction is structural steel and masonry-bearing walls. Interior walls are primarily concrete block. Roof construction is metal deck on bar joists precast concrete at gym with 2-ply modified asphalt roofing. Natural gas hydronic boilers and air handling units are the primary heating system. The building is fully air-conditioned.

The Project

The Renovation of Miami Middle School would include upgrading the majority of mechanical, plumbing and electrical systems, building finishes, exterior envelope, code compliance and ADA accessibility. The anticipated scope is as follows:

PROGRAMMING AND SPECIAL CONSIDERATIONS

- Areas highlighted on the Miami Middle School Floor Plans (Attachment G) have been identified for potential reprogramming and/or reconstruction. These areas include the former administrative office area, media center and computer lab(s), special education and English Language Learners (ELL), music storage and offices, locker rooms, television studio, 2 classrooms and support spaces on both the 1st and 2nd floors.
- The new office and secure vestibule at entry 1 will be constructed during the 1st half of 2024 and will be completed by August 2024 by a separate contract.
- It is desired that the cafeteria space be enclosed and separate from the entrance/commons area.
- The kitchen area has been recently renovated and will require only replacement of lighting.

SITE & BUILDING EXTERIOR

- Evaluation of all exterior masonry systems, including structural remediation, repair and restoration.
- Evaluation of existing building foundations and repair as needed.

ARCHITECTURAL

- Code compliance upgrades to interior and exterior stairwells, handrails and handicapped access.
- Repair existing terrazzo and replace all other floor and wall finishes.
- Replace doors, hardware, casework and display boards (dry-erase and tack combinations).
- Replace acoustical ceiling grid and tile throughout most of the building.
- Replace locker systems in corridors, locker rooms and music rooms.
- Replace basketball goals/equipment in gymnasium. Telescoping bleacher systems are being replaced this summer by a separate contract.
- Infill/raise recessed flooring in music suite so that floor is on a single level.

MECHANICAL

- Replace boiler plant (hydronic).
- Reuse existing chiller plant, modify piping for new 4-pipe distribution. Provide separate cooling systems for staff lounge and gymnasium independent of chiller plant.
- New hydronic distribution piping (4 pipe).
- Replace existing air handlers with a new HVAC system appropriate for the building and phasing limitations (likely classroom vertical unit ventilators).

- Replace/Remove all existing exhaust and relief fans.
- Add air-cooled mini-splits in any/all MDF technology rooms.
- New DDC temperature controls. Actual temperature control work will be conducted outside of the main construction contract, but A/E is to coordinate with TC vendor on design, sequences, and review of TC engineering drawings/submittals.
- Plumbing trees and fixtures in the six (6) multi-user restrooms have been replaced recently and do not require replacement. Evaluate condition of all other plumbing distribution piping and fixtures (lavatories, water closets, urinals and drinking fountains) and replace as needed. Investigate and assess condition of existing domestic supply and return lines as well as sanitary and storm lines; replace if needed.

ELECTRICAL AND TECHNOLOGY

- New electrical distribution panels, feeders, branch circuits and pathways. Replace all electrical devices (i.e. switches, receptacles, etc.)
- Replace all low voltage raceways and structured wiring complete with new CAT-6 cable.
- Near building-wide electrical lighting fixture replacement. Includes all perimeter exterior wall pack devices. Includes also integration of existing parking and site lighting into new electrical contactors and automated building control system (ALC).
- Replace fire alarm system.
- Replace head end of public address system, replace speakers and wiring throughout building. Replace sound systems and speakers in Gymnasium and Cafeteria.
- Security improvements to provide CAT-6 cabling for new IP camera system. Camera installation to be provided by FWCS security vendor.
- Provide A/V systems to support instructional program.

CONSTRUCTION MANAGEMENT CONTRACT: It is the intent of the Owner complete these projects utilizing CMc or Construction Management at Risk delivery as provided by Indiana Code 5-32.

CONSTRUCTION TIMELINE: Construction is anticipated to begin in the Spring of 2025 and be completed by the end of Summer 2026. **Please note specific phasing/work hours restrictions and Owner coordination expectations as delineated in this RFP.**

C. SCOPE OF CONSTRUCTION MANAGER AS CONSTRUCTOR (CMC) SERVICES

1. The basis of the Compensation for Preconstruction Phase Services (Article 5 of AIA A133-2019 and as supplemented herein) shall be a fixed fee as agreed upon by the Owner and CMc during the RFP selection process and as recorded in the executed Agreement. The Offeror's proposed fixed fee for Preconstruction Phase Services shall be submitted as part of the Offeror's proposal.

- a. The CMc's Fee for Preconstruction Phase Services shall include those services identified in the Agreement and those described in this RFP, and shall include planning and scheduling, hard and soft cost budgeting, attending design meetings, cost estimating,

quality review, scope/quality/value management, life-cycle costing, coordination of investigative services, front end specifications (including all front-end specifications and bidding manual documents up the start of Division 2 “Existing Conditions”), bid procurement, preparing contracts for construction, preparing the GMP (and Contract Time) Proposal, and all associated staffing costs. For purposes of this fee proposal, Offerors’ shall include, at a minimum, the following requirements:

- i. The CMc’s key pre-construction team members will attend weekly design-team meetings at the Owner’s office or on-site from the date of hiring of the CMc through the opening of bids. Reference draft design schedule included in this RFP.
- ii. The CMc, in coordination with FWCS and the Architect, will identify any potential need for early field investigative services that will aid in the process of creation of the bidding documents. The CMc will coordinate and administer all field investigation efforts. Upon determination of the scope of any field investigation services necessary, a separate allowance will be created for purposes of completion of these activities.
- iii. The CMc will provide front-end specifications for bidders in coordination with FWCS front-end specification standards. Draft front-end package shall be deliverable at the completion of Design Development Phase and shall include delineation of proposed bid packages and detailed bid package scoping documents for review and comment by FWCS.
- iv. The CMc, in conjunction and in cooperation with FWCS, will determine the method by which to pre-qualify potential first tier subcontractors. Pre-qualification will occur during the Construction Documents phase of the design process and a minimum of five (5) qualified pre-qualified subcontractors shall be sought for each potential bid package. **CMc acknowledges that this requirement may entail reaching outside of the immediate geographical area in order to obtain a robust pool of pre-qualified bidders and ensure a competitive bidding environment.**
- v. The CMc will anticipate bidding of early procurement packages for extended lead time items prior to full completion of the project documents. FWCS and the Architect will coordinate with CMc to provide bidding documents for any early package/materials procurements as deemed critical to meet overall project schedule completion requirements.
- vi. The CMc will provide detailed critical-path construction schedules for bidders, including proposed phasing schedule **with consideration of school related activities and maintaining the learning environment for students and staff occupying the building throughout the course of the project.** The CMc will provide and revise anticipated construction schedules and construction phasing plans based upon the Owner’s input during the design process and in a final form for bidders with Owner’s approval.

MINIMUM SCHEDULE REQUIREMENTS/CONSIDERATIONS:

- The work shall be conducted in multiple phases, with each phase substantially complete as indicated.
- Construction barriers shall be supplied by the CMc/GC and must be maintained air/dirt tight during the entirety of each phase of work.
- The Owner requires one (1) week at the start of each phase for furniture moving and asbestos abatement required. CMc shall include this week in the master project schedule for each phase.
- The Owner requires five (5) calendar days at the completion of each phase to clean and wax floors prior to occupancy. CMc shall include this time in the master project schedule for each phase.
- Owner's ability to provide paging to the building must remain intact at all times. Existing PA system shall be back-fed from new PA system and maintain an "all call" function at a minimum. CMc shall be responsible to maintain the existing PA system to all spaces upon commencement of the work until completion.
- The existing fire alarm system shall be maintained until the new fire alarm system is able to fully replace it in its entirety. The fire alarm installer (via the CMc) shall be solely responsible for all phasing, programming changes, troubleshooting, etc.
- Substantial completion must be achieved prior to starting the next phase of work.
- Before commencing Work of each phase, submit an updated copy of CMc's construction schedule showing the sequence, commencement and completion dates and move-out and -in dates of Owner's personnel for all phases of the Work, showing dates needed for Owner to move furniture, wax floors and prepare spaces for occupancy.

WORK HOURS AND SITE ACCESS:

- On-Site Work Hours: Limit work in the existing building to normal business working hours of 6:00 a.m. to 10:00 p.m., Monday through Friday, unless otherwise indicated.
- School Year Hours: **NONE** of the phased work occurring during the school year will take place while school is in session. Typical shift work during the school year will be 3:00 p.m. to 11:00 p.m. Shiftwork after 11:00 p.m. will be on an as needed basis and coordinated with the Owner.
- Weekend Hours: With Owner's prior approval, weekend hours may be permitted. Notification of need for weekend hours must be submitted no later than the Monday preceding weekend needed for work.
- Hours for Utility Shutdowns: Power shutdowns must occur when the building is not occupied and must be scheduled with the Owner in advance. Extended shutdowns lasting more than 4 hours must occur on a weekend and utilize overnight periods to be scheduled with the Owner.
- I-LEARN/Achievement Testing: Testing will occur in the spring and fall of each school year. Contractor shall verify exact dates with Owner. NO work shall be

permitted in the building during the school day during testing without prior written approval. The Owner reserves the right to allow specific trades and activities in limited areas depending on the potential for noise and disturbance during these times.

- Any inspection work occurring during testing periods must be completed either before or after school is in session.

vii. The CMc shall administer the public bidding process per Indiana Code 5-32 and associated statutes as applicable. The CMc will make bidding documents available via an online plan room, administer a pre-bid conference as well as the bidding process, manage RFI's from potential bidders, attend and administer the public bid opening, summarize the bid results, and draft the GMP amendment(s) and supporting documentation for Owner's consideration.

b. These Preconstruction Phase Services shall be provided by the CMc for the overall Project as identified within this RFP. Cost and schedule estimates broken down by major categories of the Work shall be updated at the outset of the CMc's services, to quickly determine the final scope to meet the Owner's budget as described herein.

c. Additionally, the CMc shall be responsible for evaluating the estimated construction cost and schedule impacts of multiple versions/options of the scope for the Project. The CMc's costs for such evaluations shall be included in the Offeror's proposed fixed fee for Preconstruction Phase Services.

i. MINIMUM REQUIREMENTS FOR ESTIMATES:

- Provide per division summaries, but also line item/work cost for each activity, quantities, unit costs and extended costs
- Provide full detail of estimate to Owner and post to Procore
- Limit the use of Allowances

d. The fixed fee for Preconstruction Phase Services shall include all costs and expenses of the CMc associated with completing the Preconstruction Phase Services for the Project. No additional payment or compensation shall be provided by the Owner for other reimbursable cost items.

e. The fee for preconstruction phase services will separate from and not be part of the Cost of the Work, not part of the GMP, and not part of the fee for Construction Phase Services.

2. The basis of the Compensation for Construction Phase Services (Article 6 of AIA A133-2019 and as supplemented herein) shall be the Contract Sum as agreed upon by the Owner and the CMc per the conditions of the Agreement and as supplemented herein.

a. The Contract Sum is as defined by the Agreement as the Cost of the Work plus the Construction Manager's Fee for Construction Phase Services.

- b. Construction Phase Services shall include those services identified in the Agreement and shall be provided by the CMc and subcontractors to the CMc for the overall Project and for each separate facility identified within this RFP.
 - c. The fee for preconstruction phase services will separate from and not be part of the Cost of the Work, not part of the GMP, and not part of the fee for Construction Phase Services.
- 3. The Construction Manager's Fee for Construction Phase Services (Article 6.1.1 of AIA A133-2019 and as supplemented herein) shall be the sum of a fixed price fee for management and staffing costs plus a percentage (overhead and profit) of the Cost of the Work. That percentage shall be as agreed upon by the Owner and the CMc during the RFP selection process and as recorded in the executed Agreement. The Offeror's proposed fixed fee for staffing and percentage fee of the Cost of Work for overhead and profit for Construction Phase Services shall be submitted as part of the Offeror's proposal.**
- a. The Construction Manager's Fixed Fee for Staffing for Construction Phase Services shall include the following costs. These costs are not considered part of the Cost of the Work:
 - i. The Construction Manager's Fixed Fee for Staffing for Construction Phase Services shall include the costs of all on-site and off-site executive, management, supervisory, administrative, accounting, secretarial, and support personnel of the CMc that will be working on the Project. These costs shall include wages or salaries, taxes, insurance, contributions, assessments, and customary fringe benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, bonuses, profit sharing, incentive compensation and any other discretionary payments to such personnel of the CMc. These costs shall also include the cost of staff support including electronic equipment, software, document reproduction, facsimile transmissions, telephone calls, telephone service, internet service, postage and parcel delivery charges, petty cash, vehicles, vehicle mileage, vehicle use and maintenance, relocation expenses, and travel expenses of such personnel of the CMc.
 - The CMc shall provide a minimum of one qualified full-time on-site superintendent for supervision and management of this project. The CMc shall also assign a minimum of one qualified off-site Project Manager within the CMc's own offices for supervision and management of this project, and other support staff as deemed necessary by the CMc for managing the project scope. CMc staffing as identified within response to the RFP shall be assigned to this project throughout the duration of the project unless their employment at the CMc is ended, in which case they shall be replaced by the CMc with similar qualified personnel of equal position and experience.

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- ii. The Construction Manager's Percentage Fee for Construction Phase Services shall include the CMc's overhead and profit for the Construction Phase Services.
 - b. The method of adjustment of the Construction Manager's Fee for changes in the Work shall be a percentage of the cost of the change in the Work. This percentage shall be the same percentage as the CMc's Fee for the Cost of the Work.
- 4. The Cost Of The Work For [The] Construction Phase (Article 7 of AIA A133-2019) shall be determined according to the terms of the Agreement and as supplemented herein, and by publicly bidding the various divisions of the Work by trade category to potential first tier subcontractors per Indiana Code 5-32.**
- a. Make the following modifications to Article 7 of AIA A133-2019:
 - i. See Section 02, Item C.4.a. of this RFP indicating that the CMc's staffing costs, staff support costs, and general conditions shall be part of the CMc's fixed fee for Construction Phase Services, and not part of the Cost of the Work.
 - Where any other cost is indicated by the Agreement to be subject to the Owner's prior consent or prior approval, such costs shall be itemized and highlighted in the Guaranteed Maximum Price (and Contract Time) proposal.
 - ii. In addition to items listed in Article 7 of AIA A133-2019 (with the exclusions as noted above), The Cost of the Work may include the following items which are considered part of the General Conditions for construction. These items shall be reimbursed for per the terms of Article 7.5, and accounted for per Article 10, of AIA A133-2019. These items are: project related layout, soils and materials testing, permitting, utility connection fees, CMc's job-site trailer(s), temporary utilities, temporary heating and conditioning, temporary lighting, temporary toilets, temporary roadways and parking, traffic control, temporary signage, temporary fencing and barricades, temporary enclosures and weather protection, dust partitions, hoisting, overhead protection, safety equipment, first aid supplies, fire protection, fall protection, opening protection, handrails and toe boards, temporary stairs, other OSHA-related costs, periodic clean-up, dumpsters, waste disposal, final cleaning, and other support material and system required for construction. The costs for such items shall not be reimbursed when subject to Article 7.9.1.6 of AIA A133-2019.
 - b. The CMc's entire cost associated with creating front end specifications and bid procurements shall be included in the Offeror's proposed fixed fee for Preconstruction Phase Services per Section 02, Item C.1. of this RFP.
 - c. Any divisions of the Work which the CMc might intend to self-perform shall also be publicly bid, with the CMc submitting their own sealed bid for that trade category.

5. As allowed in the agreement, the Owner will not share cost savings below the GMP with the Construction Manager. Additionally, there are no early completion incentives being proposed as part of this RFP. Contingencies, both within individual subcontracts and within the CMc's GMP, if not used for the completion of the Work, shall remain the property of the Owner and be deleted from the Contract Sum (i.e. GMP) using a Change Order to the Contract following the completion of the Work.
 - a. The construction contingency allowance for this project shall be set at no greater than \$250,000. Use of construction contingency funding shall only be authorized upon approval of an official Proposal Request which has been properly issued in coordination with the Architect and reviewed by both the Architect and FWCS.
 - b. Additional allowances for specific scope of work items may be included in the final GMP calculation with approval of FWCS.
6. The Architect shall have the first right of refusal for claiming 179D energy Efficient Commercial Building Tax Deductions for the Project.

D. ADDENDA

Requirements contained in this Request for Proposals shall apply to all addenda, and the general character of the work called for in the addenda shall be the same as specified in the RFP for similar work, unless otherwise specified in the addenda. Incidental work necessitated by addenda shall be included in the proposals, even though not particularly mentioned.

Addenda shall become a part of the Request for Proposals, and shall be acknowledged in the Proposal.

End of Section