



**Request for Proposal
Construction Manager at Risk**

**Township High School District 113
Highland Park, IL 60035**

April 12, 2021

01 - Introduction

With this RFP Township High School District 113 is soliciting proposals from qualified firms to provide Construction Management services. The purpose of this solicitation is to obtain and evaluate proposals from Construction Managers, with the intent to award a single master contract for these services, with amendments issued for individual projects as they are approved. A sample contract template is attached for review.

This RFP is not an invitation to bid. Responses will be evaluated on the basis of the relative merits of the Technical and Fee proposals. There will be no public opening or reading of the responses received by the District pursuant to this RFP.

02 – School District Background

Township High School District 113 serves the communities of Highland Park, Deerfield, Bannockburn, Highwood, Riverwoods, and the Town of Fort Sheridan and is located 25 miles north of Chicago. The District 's student population is approximately 3,700 students, Grades 9 through 12.

Township High School District 113 is comprised of two high schools, Deerfield High School and Highland Park High School. Both schools have seen their physical plant expanded and altered significantly since the original construction. Deerfield High School was originally constructed in 1959 and has had several major building campaigns since, while Highland Park High School has a much more extensive history, dating back to 1899 with existing building stock dating back to 1914 and a series of subsequent additions and renovations.

In recent years, renovations and additions were completed at both schools as a result of a Master Plan, developed in 2012 and subsequent referendum.

Below you will find site locations, usage, and estimated square footages:

Highland Park High School
433 Vine Ave. – Highland Park, IL
Approximately - 503,225 square feet

Deerfield High School
1959 N. Waukegan Road, Deerfield, IL
Approximately - 493,616 square feet

Transportation, Athletic & Transportation Storage Facility, Concessions, and Washrooms
1080 Park Ave. West, Highland Park, IL
Approximately - 45,000 square feet

Locker Room and Storage Facility for Athletics
1060 Park Ave. West, Highland Park, Illinois
Approximately - 35,000 square feet

Administrative Offices and Board of Education Meeting Room
1040 Park Ave. West, Highland Park, Illinois

Approximately - 15,000 square feet

03- Qualifications

Construction Managers must meet the following qualifications in order to be considered for award:

- At least ten years' experience in the State of Illinois as a Construction Manager.
- A portfolio of at least five projects exceeding \$20 million, completed as a Construction Manager at Risk in the last five years for the K-12 market.
- Experience with theater construction projects in the last five years.

04- Instructions for Submission

Proposals are due by May 7th, 2021 by 2:00 p.m. CST.

Proposals are to be delivered to the address listed below on or before the due date. Proposals are to include two sealed envelopes: one with seven bound copies of the Technical Proposal, the other envelope with two copies of the Fee Proposal and a digital file of each on a single USB flash drive in PDF format.

Responses will not be accepted if they are submitted by fax or email.

Responses must be enclosed in a sealed envelope (or other container) and must be clearly marked "Request for Proposal, Construction Manager at Risk for Township High School District 113", including the respondent's name, and shall be mailed or hand-delivered to:

Brian Ahmer
Director of Operations & Facilities
Township High School District 113
1040 Park Ave. West
Highland Park, IL 60035
Telephone: (224) 765-1045
Email: bahmer@dist113.org

Submittals shall be prepared on standard 8.5" x 11" letter size and shall be limited to thirty (30) pages. Adherence to the maximum page criterion is critical; each page side with submittal information will be counted toward the maximum number of pages. Front and back covers, table of contents pages, and tabbed divider pages will not be counted if they do not contain submittal information. Samples, where requested, are to be included in an appendix which will not count toward the page limit. **Respondents are strongly encouraged to be brief.**

The District reserves the right to withdraw this RFP at any time. All documentation submitted to the District will become the property of the District and will not be returned.

A respondent may withdraw a proposal at any time prior to the time specified in the Proposal Documents as the closing time for the receipt of proposals. Any modification to a proposal may be made only by substitution of another proposal. However, no respondent shall withdraw, cancel, or modify a proposal for a period of one hundred eighty days (180) calendar days after said closing time for the receipt of proposals, nor shall the

successful respondent withdraw, cancel or modify a proposal after having been notified that said proposal has been accepted by the Board.

Late Proposals: Proposals received after the time specified in the Proposal Documents will NOT be considered.

Questions regarding this RFP must be sent electronically to Brian Ahmer, Director of Operations & Facilities at bahmer@dist113.org, no later than 2:00 April 23rd, 2021. Any responses to questions, or changes to this RFP, shall be issued in writing as an addendum. Respondents must acknowledge addenda received as part of their submissions. Oral and other interpretations or clarifications will be without legal effect.

05- Proposed Timeline

ACTIVITY:	DATE:
RFP Issued	Monday, April 12, 2021
Non-mandatory Pre-Proposal Meeting via Google Meet (No walk-through) meet.google.com/eow-krig-agb Join by phone (US) +1 502-465-5228 PIN: 800 007 163#	Tuesday, April 20, 2021 @ 10:00 AM
Deadline for Written Requests for Clarification.	Friday, April 23rd, 2021 @ 2:00 PM
Issuance of Addendum if required	Wednesday, April 28th, 2021
Proposal Due	Friday, May 7th, 2021 @ 2:00 PM
Successful short-list and unsuccessful firms notified	June 3, 2021
Presentations	June 9-10 , 2021
Facilities Committee Review	June 16, 2021
Board Recommendation	June 28, 2021

06 – General Terms and Conditions

Respondent represents and agrees that services outlined in the Proposal, and provided by successful respondent, are professional services of individuals possessing a high degree of professional skill where the ability or fitness of the individual plays an important role, in accordance with the intent of the bidding provisions of the Illinois School Code, and further represents and warrants that such Services shall be performed and provided in accordance with the highest professional standards, and in accordance with all licenses, laws, regulations and industry best practices.

Respondents are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described herein may result in rejection of the proposal. Qualifications that depart from or materially alter the terms, requirements, or scope of work defined by this RFP will be rejected as non-responsive.

If respondent is considering proposing a team or joint venture, that must be noted in the proposal including supporting qualifications. Resumes must be included.

All costs associated with developing or submitting a proposal in response to this RFP or to provide oral or written clarification of its content shall be borne by the respondent. The District assumes no responsibility for these costs. This RFP does not commit the District to pay any costs incurred in the preparation or submission of a response or in anticipation of a contract.

This RFP does not commit the District to enter into a contract. The District reserves the right to waive informalities and irregularities in the proposals received. The District also reserves the right to terminate this RFP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFP process. The Contract, if awarded, will be awarded to the Respondent(s) who is deemed most advantageous to the District, as determined by the selection committee, upon approval of Township High School District 113 Board of Education.

The District reserves the right to contact any Respondent for clarification, interviews, or to negotiate if such is deemed desirable by the District when legally appropriate.

Individual requests for site visits and introductory meetings will not be allowed.

Blackout Period Requirements - All Respondents are prohibited from making any contact with the District Personnel, Board of Education, Superintendent, Administrator, District's Representative (Cotter Consulting), Architect (FGM Architects) or employee of the District with regard to the RFP, other than in the manner and to the person designated herein. The Director of Operations and Facilities reserves the right to disqualify any Respondent found to have contacted the District Personnel in any manner with regard to this RFP.

By submitting a proposal or otherwise responding in any way to this request for proposals, the respondent acknowledges the following:

- The District is subject to the Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), and any and all information submitted by the respondent to this public body is subject to disclosure to third parties in accordance with FOIA.
- If the respondent intends for the public body to withhold the respondent's trade secrets, commercial information, or financial information from disclosure to third party in response to a FOIA request, the respondent must include with its proposal submittal a written notification specially identifying such information, along with a statement that disclosure of such information will cause competitive harm to the respondent, as provided by FOIA Section 7(1)(g), 5 ILCS 140/7(1)(g). Any content not so marked by the respondent at the time of proposal submittal will be presumed to be open to public inspection. The respondent may be required to substantiate the basis for its claims at a later time.
- Notwithstanding timely notice received from the respondent in accordance with Section 7(1)(g), the public body reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

07 - Scope of Work

A - Project Summary

D113 is currently engaged in a Master Planning exercise with FGM Architects. The projects listed below are examples of some that are being considered for the next five to ten years, but are not yet approved. Since the projects are not yet approved, budget figures are intentionally excluded from this RFP. Further, the District does not publicly release floor plans of their buildings. Your project understanding must be based on descriptions provided herein.

Deerfield High School Projects:

- Renovation or Reconstruction of the Deerfield High School Auditorium
 - Complete renovation or demolition/ reconstruction of existing 900 seat, 12,000 sf auditorium
 - Anticipated construction start - summer of 2022
- Future projects may include Locker Rooms, Arts Wing Renovation, Buildout of former pool
- Infrastructure Upgrades
- Ongoing Lifesafety Improvements

Highland Park Projects

- Renovation of the Highland Park High School Library
 - Interior renovation of existing 16,000 sf library
 - Anticipated construction start- summer of 2022
- Future projects may include Music Facilities Renovation, Black Box Buildout
- Infrastructure Upgrades
- Ongoing Lifesafety Improvements

B - Scope of Services

The services covered in this RFP include those noted below, as well as the construction management services required in accordance with the sample Contract Agreement (attached).

During the Pre-Construction Phase, the selected CM will be expected to actively participate with the project team, which includes the District, Cotter Consulting, FGM Architects, the Engineer of Record, and other design consultants during the preparation of contract documents. The CM is expected to provide pre-construction services including constructability reviews, value engineering, schedule, budget /construction cost estimating, add alternates, and material selection advice during the design phases of the project.

During the Procurement Phase, it is the intent that the District will competitively bid the project in bid packages, for award and assignment by the Board. The District expects to include a Project Labor Agreement with these packages to ensure timely project completion in the event of a work stoppage or slowdown affecting various trades.

During the Construction and Closeout phases the CM will process all customary project documentation (submittals, RFI's, etc.), coordinate the work of all trades and assist the District with disruption coordination, provide monthly budget and activity summaries- including the use of any allowances and contingencies, maintain the overall safety program, coordinate all required testing and inspections and continue construction management services through all phases of construction and closeout.

The District intends to implement a very collaborative approach in the execution of these projects. It is important to the District to take advantage of the benefits inherent in this approach, leveraging the expertise

brought by both the design and construction professionals, and including stakeholder input during the design process to ensure project success.

Although LEED Certification is not an expectation, sustainable best practices must be applied in all aspects of construction, including demolition, waste management and site protection.

The CM will be expected to provide the following services:

- Scope Review: The CM shall meet with the District and Architect to review and evaluate the project scope and programming.
- Constructability Analysis: Throughout the pre-construction process, the CM shall identify, present, and review with the District and design team approaches to the construction with respect to materials, fabrication, routing, layout, and installation. The purpose of these reviews will be to bring a builder's perspective regarding availability of resources, lead-time of critical components, specialty trades required, as well as practical techniques and sequencing.
- Phasing and Logistics: The CM shall also prepare a logistics and phasing plan for the projects. The CM shall work closely with the District's team to develop the optimal strategy for phasing the project. The CM shall prepare graphic depictions of the construction phasing, locations of hard-wall barriers, barricades, circulation, and egress routes throughout construction. The CM shall closely coordinate these logistics plans with the District and prepare the variations required based on the construction schedule, season, and academic calendar.
- Value Engineering: The District will rely upon the CM to work with the project team to provide value engineering concepts and suggestions in a timely manner throughout the design phase and as an ongoing, integral part of the pre-construction services.
- Construction Scheduling: The CM shall provide detailed critical path schedules for construction activities and shall include design and procurement phase milestones. The CM shall provide input on design details that may impact the schedule and shall ensure that selected materials and products do not render the schedule unachievable. The schedule must also account for phasing, temporary conditions, and relocations.
- Budget and Cost Management: The CM shall provide cost estimates at design phase milestones (Phase Estimates) and shall work closely with the project team to reconcile costs and maintain the budget.
- Purchasing and Contracts: The CM shall identify long-lead items or other components requiring significant planning for implementation. The CM shall appraise the team of market conditions that may influence the intended purchase strategy. All trade packages associated with this project will be advertised, sealed bid procurements. The CM is to deliver a draft of the bid package organization and CM contract requirements to the District for review at least two months prior to bidding. This is to include specifics per trade package of all allowances, alternates, anticipated trade costs and contingencies the CM recommends for inclusion. These will be reviewed and approved by the District prior to the District releasing the bids. The use of all allowances, contingencies and anticipated trade costs must be approved by the District.
- Permits: The projects as contemplated will require certain permits from the IDPH, SMC and local authorities. The CM will be expected to provide assistance as needed during this process, and will schedule and coordinate all reviews and inspections.
- Safety: Safety of both the jobsite employees and of the District's students, faculty and staff will be of utmost importance throughout the project duration.
- General Conditions: With each approved project, the CM is expected to provide a lump sum for General Conditions and a detailed list of what is included. Those items that cannot be included prior to bidding,

must be incorporated into subsequent bid packages that will be issued by the District to ensure the District receives competitive bids for General Conditions and Site Services. The District expects that all tools, trucks and equipment that would customarily be required on an active construction site must be included in the lump sum GC's or in the bid packages. Shared construction elements such as fall protection and scaffolding must be included in bid packages with notice provided in all other packages. It is imperative that the CM demonstrate efforts to minimize markups, pass-through costs and reimbursables. Any item in excess of \$50,000 that cannot be included in a competitive bid package must be solicited as an advertised, sealed bid. Any item in excess of \$25,000 must be awarded after obtaining at least three competitive quotes.

- Self-Performance: The District may elect to allow the CM to participate in the competitive bidding process for certain trades if: (i) it is deemed in the best interest of the District and (ii) compliant with the School Code, 105 ILCS 5/10-20.21, and other applicable laws. If a respondent is interested, it should be identified in the proposal and will be considered further during the interview and contract negotiation process. If self-performance is allowed, the CM will be required to provide notice of intent to self-perform at least four weeks prior to release of bid packages.
- Shared Savings: Value Engineering is an expected service under this contract; the District will not consider shared savings under this contract. Further, all unused allowances, contingencies and anticipated trade costs must be returned to the District.

08 - Proposal Content

Respondents are encouraged to be very brief, with a limit of 30 pages as previously described. Photographs should be kept to a minimum, summary lists are preferred. The proposal must include:

A - Cover Letter (one page)

The cover letter shall address the following:

- The firm's management and commitment to the District and the project.
- The principal of the firm who will be ultimately responsible for the project and who will be present at the interview.

The cover letter must be signed by an authorized officer of the firm committing resources to the project.

B - Company Overview

- The Company's Ownership and corporate organization, including subsidiary corporations.
- Company's Experience and number of years in business as a CM at Risk.
- The office responsible for this project.
- List any trades that the CM has an interest in self-performing for the District's consideration.

C - Experience and Staffing, References

- A **summary list** of recent (within the last 5 years) and relevant projects completed as a CM at Risk for K-12 Clients. For each project, list the project size, a brief description, the original construction budget and the final/actual cost. Also include the client's contact name, phone number and email, and the architect of record's contact name phone number and email.
- Proposed Project Team, Tree-style Organization Chart, including a description of roles and responsibilities.
- Resumes of proposed Team Members, including experience with similar projects. Provide references for each proposed team member, including contact name, phone number, and email.

D – Project Approach

Summarize the project approach for the following. Provide examples requested in the proposal appendix:

Preconstruction

- Budget and cost estimating, including Value Engineering. Provide one- to two- page examples of each.
- Constructability analysis.
- Scheduling and coordination with minimal disruption to campus. Provide examples of each.

Procurement

- Summarize procedures for developing bid packages, generating trade contractor interest and analyzing subcontractor trade bids.

Construction

- Describe process for document, submittal and pay application management.
- Summarize your Safety Management Plan.
- Describe your Quality Control methods, provide an example report.
- Describe the process for evaluating and managing change orders.
- Discuss the procedure for monitoring and maintaining the schedule.

Close-Out

- Summarize closeout procedures including punch list completion, commissioning, and training .
- Discuss the procedures for assembling and distributing Record Documents, Warranties, O&M Manuals.

E – Insurance Requirements

Provide a copy of the firm's certificate of insurance indicating the levels of professional liability and general liability insurance coverage carried by the firm. Minimum coverage to be as follows:

- Commercial General Liability insurance, insuring against all liability of the vendor related to this Agreement, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) general aggregate.
- Automobile Liability Insurance with a combined single limit of \$1,000,000.
- Workers' Compensation Insurance covering all costs, statutory benefits, and liabilities under State Workers' Compensation and similar laws for Vendor's respective employees with Employers Liability of limits of \$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 – Policy Limit
- Umbrella or Excess Liability insurance providing follow form coverage to the underlying coverages with minimum limits of Four Million Dollars (\$4,000,000) per occurrence and Four Million Dollars (\$4,000,000) general aggregate.
- The Commercial General Liability insurance shall include Sexual Misconduct coverage. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or comparable rating service. The Commercial General Liability insurance policy shall name Township High School District #113, its Board, Board members, employees, agents, and successors as an additional insured on a primary noncontributory basis with a waiver of subrogation in favor of the School District. The Vendor shall provide the School District with certificates of insurance and/or copies of policies reasonably acceptable to the School District evidencing the existence of the coverage described above, including form and deductibles, during the duration of this Agreement. The failure to provide acceptable insurance shall be deemed a breach of this Agreement entitling Township High School District #113 to terminate this Agreement immediately.

In addition to the firm's certificate of insurance, please provide a representation of the types and amounts of insurance coverage. Policy endorsements must be provided upon award of Contract.

F – Litigation

List any litigation involving the firm as a party, pending, or initiated, within the last 5 years arising out of any work for any school district or other governmental entity; and whether still pending, or if concluded, the final result.

G – Disclosures

- Blackout Period – Confirm in writing that respondent has complied with the Blackout Period Requirements listed above in section 05.
- Conflict of Interest – Respondent must conduct an investigation to determine whether an actual or potential conflict of interest exists between the District and Owners or Employees of the Firm. If a conflict of interest exists, that information must be disclosed in this RFQ submission. Failure to disclose this information may be considered sufficient reason for rejection of the proposal. Conflicts of interest may include, for example a family or personal relationship with employees of the District or members of the Board of Education.
- Criminal Code violations – Respondent must confirm if the firm or proposed personnel have ever been convicted of criminal activity involving bid-rigging, collusion or any other wrongdoing that may be related to the work described in this RFQ.

H – Appendix

Examples as requested.

I – Fees (Separate sealed envelope)

Please discuss your fees associated with this approach in the order below.

- Provide your fee as a percentage of the Cost of the Work. Also, describe the components that make up the construction manager's fee.
- Provide a summary of what will be included in the lump sum General Conditions per project.
- Provide a description of how Pre-Construction fees are calculated and what is included.
- Provide hourly rates for all staff members to be utilized on the project.

09 – Basis of Evaluation

Evaluation of responses will be based on the following:

- Company Qualifications
- Experience and Staffing
- References
- Project Approach
- Fee Proposal

The district may conduct discussions with and require public presentations by those deemed to be the most qualified based on these qualifications.