

**Red Creek Central School District
6624 South Street
PO Box 190
Red Creek, NY 13143**

**REQUEST FOR PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES**

February 7, 2024

The **Red Creek Central School District** (“District”) is requesting proposals from qualified construction management firms to provide comprehensive construction management services for a capital improvement project approved by the voters on December 14, 2023. The scope of work for this project includes reconstruction work at the Elementary School, Middle School, High School, District Office, and Community Center. The District has retained the firm of King & King Architects, LLP to provide architectural and engineering services for this project.

To be considered, three (3) paper copies of a proposal must be received by Danielle DeBiase, School Business Administrator, 6624 South Street, Red Creek NY 13143 on or before 3:00 p.m. (local time) on February 23, 2024, at which time all proposals shall be opened and read. Each copy of a proposal must be submitted in a sealed envelope clearly marked on the outside “RFP 24-0001 RCCSD Construction Management Services.” It is the responsibility of each party submitting a proposal to confirm that the District has received his, her, or its proposal by the due date and time. Any proposal received after the deadline may not be considered.

ANTICIPATED SCHEDULE

RFP Issued	Wednesday, February 7, 2024
Questions Submitted	Wednesday February 14, 2024 - no later than 5:00 PM
Response to Questions	Thursday, February 15, 2024
Responses Due	Friday, February 23, 2024 - no later than 3:00 PM
Anticipated Award by BOE	Wednesday, March 6, 2024

PROJECT DESCRIPTION

The District requires the services of a construction management firm to assist it in various aspects of the bidding and construction of District-wide capital improvement projects.

Anticipated Project Schedule:

December 14, 2023	Public Referendum, approved, \$32 million
April 2024	SED Submission #1 Completed
September 2024	SED Submission #2 Completed
Summer 2025	Begin Construction
Fall 2026	End Construction/Closeout

Construction is anticipated in the summer of 2025, during the 2025-2026 school year, and in the summer of 2026.

The selected firm shall be required to provide the full range of customary construction management services for repair and renovation projects identified in the District's 2022 Building Condition Survey as well as various Capital Outlay projects approved by the District, including, but not limited to:

PRECONSTRUCTION OR DESIGN PHASE SERVICES

1. Consult with the School District and the Architect/Engineer, regarding the project program, budget, timetable and advisability of various bidding options, and timing of construction.
2. Generate and distribute RFP's for construction materials testing and hazardous materials monitoring consultants. Level proposals and, with the A/E, make recommendations to the District for hire. Review performance of these consultants, making recommendations when necessary.
3. Collaborate with the School District and the A/E in developing a scheduling system with project milestones, and documentation to ensure project delivery within budget, schedule, and with minimal changes.
4. Undertake value engineering reviews to study alternative systems, manufacturers and vendors of building components to obtain economic benefits from a cost standpoint while maintaining design function and program requirements.
5. Perform budgeting and scheduling reviews in collaboration with the School District and the A/E to evaluate alternative schemes and approaches to the project including, but not limited to, constructability, cost, and construction phasing.

6. Report regularly to the School District on progress, budgets and schedule.
7. With the School District and the A/E, establish contact and maintain liaison as necessary with authorities having jurisdiction during all approval processes.
8. Assist the School District and the A/E in establishing cost breakdowns and other controls with which to evaluate the responsiveness and completeness of construction bids received.
9. Establish a system of controls requiring specific performance of contractors and vendors, and which will anticipate by means of adequate reporting and documentation, the means to resolve disputes, delays and change orders.
10. Develop cost estimates and evaluate proposed changes and their cost impacts. Produce three complete estimates during Schematic Design, Design Development, and Construction Document phases of each project component.
11. Evaluate local labor market conditions and construction materials as they affect design choices and construction costs; establish a liaison with area contractors and encourage their participation in bidding.
12. The CM will solicit competitive bids for the project and manage the bidding process.
13. The CM will develop multiple prime bid strategies for this project and review with the School District and the A/E.
14. The CM will prepare the bid packages for each trade including scope definition, terms and conditions, insurance, bonding requirements, and General Requirements.
15. The CM firm will conduct pre-bid conferences and solicit bidder interest for this project.
16. Provide periodic cash flow projections to assist the District with coordinating their financing for the capital project.

CONSTRUCTION PHASE SERVICES

1. Provide full-time Project Management and Field Supervision including, but not limited to, oversight of contractors, to expedite their work and maintain quality control and conformance to the contract documents. CM shall develop a plan to cover multiple shifts and weekends as required.
2. Acting as agent for the School District and in concert with the A/E's responsibilities, manage the construction activity including fielding a supervisory team to monitor/manage the work in progress, operate all monthly requisition and payment processes, handle inquiries, keep records, report on schedule progress and estimate completion cost, prepare punch-lists, administer completion and handover process, and administer as-builts, warranties, guarantees, etc. for acceptance.
3. Provide all necessary personnel and expertise required for the administration of contracts, negotiation of change orders and resolution of disputes and delays.
4. Coordinate activities of utility companies and regulatory agencies.
5. Expedite the submission of all submittals and shop drawings to be reviewed by the A/E for conformance with the contract documents; maintain accurate records of accepted shop drawings and submittals.
6. Oversee the testing services and other quality control services retained for the project.
7. Monitor construction progress, determine effects on project schedule and take appropriate action to adjust the work as required to maintain the accepted schedule.
8. Conduct bi-weekly and specially scheduled progress meetings involving the project team; keep and distribute accurate minutes of meetings.

9. Conduct weekly contractor coordination meetings; keep and distribute accurate minutes of meetings.
10. Establish, maintain and utilize a cost control system for all construction on a project-by-project, building-by-building basis, keep records in a form readily usable by the project team; make recommendations to the School District and the A/E. Track all construction and incidental costs and reconcile monthly with the District. Provide quarterly cash flow projection to the District.
11. Maintain a daily log of all significant events, visitors and occurrences at the jobsite; maintain record drawings, photographs, etc.
12. Review safety programs developed by each of the multiple prime contractors for compliance with the project safety requirements.
13. Collaborate with the A/E to review and approve contractor payment requests. Collect and submit contractor's certified payrolls to the School District.
14. With the responsible contractors, establish and monitor reasonable methods to control dust, noise, lighting, odor, etc. as required by the contract specifications.
15. Assist contractors in avoiding and resolving jurisdictional disputes if and when they occur.
16. Prepare and maintain a current master record copy of drawings showing all changes to the contract documents.
17. Collect and organize for delivery to the School District all operating manuals, equipment lists, and maintenance manuals required by the contract documents.
18. Recommend to the School District and the A/E when final inspection(s) and punchlists should be made and conduct final inspection(s) with the A/E and others, as required, to ensure that all punchlist items are corrected.
19. Assist the School District personnel in assuming operation of all systems, including scheduling of instructional sessions by the Contractor(s) as required in contract documents.
20. Obtain and submit to the School District all guarantees and warranties as required in the contract documents.
21. Deliver to the School District all records, documents and other items pertinent to the project.
22. Provide and administer a web-based project management system to track all meeting minutes, RFI's, submittals and quality control items.
23. Provide a project quality control protocol with the prime contractors and maintain a log of defects or deficiencies discovered. Track all items through completion and acceptance by the Owner and A/E.

The selected firm shall be required to obtain and maintain, throughout the term of its contract with the District, policies of insurance of the following types and in the following minimum amounts:

- A. Workers' Compensation
 - i. Statutory coverage
- B. Comprehensive General Liability (including Premises-Operation, Contractor's Protection, Projects and Completed Operations, Broad Form Property Damage):
 - i. Bodily Injury:
 1. \$2,000,000 - Each Occurrence
 2. \$2,000,000 - Annual Aggregate, Products and Completed Operations
 - ii. Property Damage:
 1. \$2,000,000 - Each Occurrence
 2. \$2,000,000 - Annual Aggregate
 - iii. Personal Injury:

1. \$2,000,000 - Annual Aggregate
- C. Comprehensive Automobile Liability:
- i. Bodily Injury:
 1. \$2,000,000 - Each Person
 2. \$2,000,000 - Each Accident
 - ii. Property Damage:
 1. \$2,000,000 - Each Occurrence
- D. Umbrella Policy with limit of liability of \$5,000,000.
- E. Professional Errors and Omissions Insurance \$2,000,000 per occurrence/\$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the district. If written on a "claims-made" basis, the effective date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of the work.

ABOUT THE DISTRICT

The District is a public school district located in the Village of Red Creek, Wayne County, New York serving approximately 800 students. The District comprises one (1) elementary school, one (1) middle school, one (1) high school, one (1) bus garage, one (1) district office, and one (1) community center. All buildings except the bus garage are connected to each other. District data and general information about the District can be found by accessing the District's web site at <https://www.rccsd.org/> and by contacting the New York State Education Department.

TERMS AND CONDITIONS

1. The District is not liable for costs incurred in the preparation of this proposal and any other subsequent proposals or presentations.
2. All proposals should be prepared in accordance with the instructions in this RFP to receive consideration.
3. The contents of the successful firm's proposal may become part of the contractual obligations if deemed appropriate by the District.
4. All proposals shall be irrevocable for a period of at least forty-five (45) days from the proposal deadline date.
5. The District reserves the right to accept or reject any and all proposals as it deems to be in the best interest of the District.
6. The successful Construction Manager shall not discriminate against any individual, in accordance with applicable federal, state or local laws.

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.

SUBMISSION REQUIREMENTS

A respondent's submission should include three (3) hard copies of two separate proposals – One (1) Technical Proposal and One (1) Cost Proposal.

TECHNICAL PROPOSAL FORMAT

The Technical Proposal should include a cover or title page that references the RFP title (RFP 24-0001 RCCSD Construction Management Services.); the firm's name; name, address, and telephone number of a contact person; and the date of the proposal.

Information should be organized as outlined below.

1. Company Profile

This section should state the size of the firm, the type of firm, firm background, the location of the office from which the work on this project is to be performed.

2. Experience

The submission should include details of experience managing projects of similar size and complexity to the project described in this RFP. **Please include only those projects where your firm was the construction manager of record**, in which your firm's role was that of a pure Construction Manager and not a prime contractor, general contractor, architect/engineer, sub consultant, or subcontractor:

- (a) List your firm's Construction Management experience with comparable addition and renovation projects. Include Owner's name; contact's name, title and phone number; a brief description; referendum amount; and completion date. Please limit experience to last ten (10) years.
- (b) List your firm's current Construction Management projects including District names, referendum amounts and completion dates.

3. References

A list of references who may be contacted should be included in the submission. This list should include past and present clients where your firm was the Construction Manager of record.

4. Specific Project Approach

Please provide details regarding your pre-referendum, preconstruction and construction phase services and the approach your firm would use to achieve the owner's objectives.

5. Proposed Project Staffing

Indicate the proposed team organization and identify key personnel including the project manager and field superintendent. Please include resumes for all key staff, outlining their roles on similar projects.

COST PROPOSAL FORMAT

The Cost Proposal should include a cover or title page the references the RFP number and title (RFP 24-0001 RCCSD Construction Management Services) and the following:

1. Fee Structure

Submit a proposed lump-sum fee structure based on the referendum amount and preliminary project schedule provided. Firms may include any additional information that will clarify their method of arriving at a fee for comparison purposes.

FORMS AND SPECIFICATIONS

The following documents must be completed, signed and included with your submittal:

- (a) Non-Collusive Bidding Certification (Appendix I)
- (b) Iran Divestment Act Certification (Appendix II)
- (c) General Acknowledgement (Appendix III)
- (d) Completed Form W-9 (Appendix IV)

QUESTIONS AND CLARIFICATIONS

All questions or requests for clarifications or additional information with respect to this Request for Proposals should be submitted to Danielle DeBiase, School Business Administrator at the address set forth on the first page of this Request for Proposals or by e-mail at Danielle.debiase@rccsd.org . All such questions or requests should be submitted no later than February 14, 2024 at 5:00 PM.

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 6624 South Street, Red Creek, NY 13143 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

All proposals will be reviewed for purposes of determining responsiveness and responsibility. Any proposal that does not meet the essential requirements of the RFP and the School District will be deemed non-responsive. To determine responsibility, all information given by the proposer concerning its availability to perform fully the contract requirements, including the integrity and reliability of the proposer, will be reviewed. The submission of a proposal for review does not necessarily qualify the proposer or proposal as being responsive or responsible. Failure to provide specific information as requested, for use in the evaluation, may cause a proposal to be deemed non-responsive.

The District may, but is not required to, hold interviews with proposers who are deemed qualified on the basis of information available prior to the interviews. The purpose of the interviews shall be to provide further information as may be required by the District to fully acquaint itself with the relative qualifications of the interested firms. The District shall identify the proposal which, in its judgment, presents the best proposal for the School District's needs in accordance with the Evaluation Criteria.

Evaluation Criteria:

1. Proposer's qualifications and experience (40 Points)
2. Proposer's quality of service (method/capacity, approach, oral presentation) (30 Points)
3. Pricing of services (30 Points)

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.

APPENDIX I: BID PROPOSAL CERTIFICATIONS

I. General Bid or Proposal Certification

The proposer certifies that it will furnish, the prices herein quoted, the services as proposed on this bid.

II. Non-Collusive Proposal Certification

By submission of this proposal, the proposer certifies that it is complying with Section 103-d of the General Municipal Law as follows:

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

Non-Collusion Bidding Certification

- A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - a. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- B. A bid shall not be considered for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (A), (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph A(1).
- D. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or good sold or to be sold, where competitive bidding is required by stature, rule, regulation or local law, and where such bid contains the certification referred to in subdivision A of the section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

III. Conflict of Interest Certification

- A. Each bidder must state, by signing below, that no officer of any participating school district, or any member of any related Board of Education, or the specific governing body, is, as defined within the General Municipal Law provisions relating to conflicts of interest, directly or indirectly financially involved in this bid proposal.

Company Name			
Authorized Signature		Title	
Print Name		Date	

APPENDIX II: IRAN DIVESTMENT ACT CERTIFICATION

The Bidder/Contractor named below certifies compliance with The State of New York Iran Divestment Act of 2012 (Act), Chapter 1 of 2012 Laws of New York, State Finance Law subsection 165-a including the following:

1. By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerors Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.
2. Bidder/Contractor certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.
3. Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.
4. During the term of the Contract, should the RCCSD receive information that Bidder/Contractor (as defined in the RCCSD’s General Conditions) is in violation of the above- referenced certifications, the RCCSD will review such information and offer the Bidder/Contractor (or any assignee) an opportunity to respond. If the Bidder/Contractor (or any assignee) fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the RCCSD shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.
5. The RCCSD reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

If the Bidder/Contractor is unable to certify that his/her name and the name of the Bidder/Contractor does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law, a signed statement setting forth in detail why it cannot be certified will be attached to this form.

Company Name	
Authorized Signature	
Print Name	
Title	
Date	

APPENDIX III: GENERAL ACKNOWLEDGEMENT

By submission of this bid proposal, the bidder further certifies that:

- a) No member of RCCSD, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of RCCSD is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

- b) No officer or employee of RCCSD, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.

- c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, Requirements and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor with which this bid is made.

- d) Bid awards are subject to the GENERAL CONDITIONS included herewith in this Bid (next page).

Authorized Signature	
Print Name	
Title	
Company Name	
Date	

APPENDIX III: GENERAL CONDITIONS

All RFPs issued by RCCSD will bind awarded firms/individuals to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by RCCSD. NO EXCEPTIONS. RCCSD is an equal opportunity employer.

DEFINITIONS

“RCCSD”	The Red Creek Central School District
“Notice to Bidders”	a formal statement which, when issued by RCCSD, constitutes a solicitation for bids on the services described by the Specifications.
“Bid”	an offer to furnish service, which may/may not include materials, supplies, and/or equipment in accordance with the Notice to Bidders, the General Conditions, and the specifications.
“Bid Offer”	the form on which the bidder submits his/her bid.
“Bidder”	any individual, company, or corporation submitting a bid.
“Contractor”	any Vendor to whom a Contract is made by the Board of Education.
“Awarded Bidder”	any bidder to whom an award is made.
“Awarded Vendor”	any Vendor to whom an Award is made.
“Specification”	description of public work, service, materials, supplies, and/or equipment and the conditions for its purchase.

BIDS

1. The date and time of RFP opening will be indicated in the NOTICE TO BIDDERS (cover page).
2. All responses must be submitted on bid offer forms and in accordance with instructions herein.
3. In the event that the RCCSD Business Office is closed due to unforeseen circumstances, the bid deadline will be extended to the next business day that RCCSD is open for business. The location and time of the day for the bid opening will remain the same.
4. Any changes in pricing or specifications will not be accepted after the RFP opening. If any changes to a submitted RFP are requested, then it is the respondent's sole responsibility to request in writing to RCCSD that the aforementioned RFP be withdrawn and returned to said respondent at respondent's expense. This must be done within a reasonable time PRIOR to the RFP opening so as to minimize any disruptions. As such, it shall also be the responsibility of the respondent to resubmit a revised response if so chosen. However, this revised response must be received in a sealed envelope by the posted opening date and time as instructed in the Notice to Bidders.
5. The Non-Collusive Bidding Certification must be included with each bid proposal as required by General Municipal Law, section 103-d. The submission of a bid will be construed that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or service required and a representation that the bidder can furnish the supplies, materials, equipment, or service in compliance with the specifications.
6. Sales to RCCSD are not affected by any fair-trade agreements. (General Business Law, Ch.39, Sec 369-a, Sub. 3, L. 1941)
7. No charge will be allowed for federal, state, or municipal sales and excise taxes since RCCSD is exempt from such taxes.
8. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to RCCSD, on/before the posted date. See page 3 for details.
9. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by RCCSD in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

AWARD AND CONTRACT

10. An award will be made on the basis of best value as defined by RFP specifications. The award will be taking into consideration the reliability of the bidder and their conformity with the specifications, the purposes for which required. There is no minimum or maximum purchase from this RFP.

11. RCCSD reserves the right to reject all proposals. Also reserved is the right to reject, for cause, any proposal in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of RCCSD will be served. Also reserved is the right to reject bids and to purchase on State contract, if applicable.
12. RCCSD reserves the right to reject any and all proposals not deemed in the Public's best interest. RCCSD also reserves the right to reject as informal such bid proposals, as in RCCSD's opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid proposals. By an unbalanced bid proposal, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services.
13. RCCSD reserves the right to make an award within forty-five (45) days after the date of the bid opening. During this 45-day period, bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
14. A contract may be canceled by RCCSD at the awarded bidder's expense upon nonperformance of contract.
15. Cancellation of contract for any reason may result in removal of the awarded bidder's name for future proposals for an indeterminate period.
16. It is mutually understood and agreed that the awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of RCCSD.
17. A signed contract resulting from the award of this RFP supersedes all prior negotiations, representations or agreements, either written or oral. Contract terms may be amended only by written instrument. All amendments and modifications must be signed by both parties.

MUTUAL INDEMNIFICATION

18. RCCSD agrees to indemnify, defend and hold harmless the awarded bidder, its officers, agents, and employees from and against any and all loss of expense that may arise by reason of liability for damage, injury or death, or for invasion of personal property or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of its agents in connection with this Agreement. Also, the awarded bidder further covenant and agrees to indemnify, defend and hold harmless RCCSD, its officers, agents, and employees from and against any and all loss of expense that may arise by reason of liability for damage, injury or death, or for invasion of personal property or property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of any omission of duty, negligence or wrongful act on the part of its agents in connection with this Agreement.

SAVING CLAUSE

19. The awarded bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the awarded bidder and which by the exercise of reasonable diligence he is unable to prevent.

EXECUTORY CLAUSE

20. The contract shall be deemed executory only to the extent of funds appropriated and available for the purpose of the agreement, and no liability shall be incurred beyond the amount of such funds. The contract is not a general obligation of RCCSD. Neither the full faith and credit nor the taxing power of RCCSD is pledged to the payment of any amount due or to become due under the contract. It is understood that neither the contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of such contract. In the event no funds or insufficient funds are appropriated and budgeted by RCCSD in any fiscal period for payments due under the contract, the RCCSD will immediately notify the awarded vendor of such occurrence. The contract shall terminate upon failure to appropriate monies for the service provided pursuant to contract on the last day of period for which appropriations were received, without further liability therefore.

FOREIGN NATIONALS

21. Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, RCCSD reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any contract awarded as a result of this solicitation. In accord with such laws, RCCSD does not discriminate against individuals on the basis of national origin or citizenship.

NON-DISCRIMINATION REQUIREMENTS

22. In accordance with Article 5 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional, nondiscrimination provisions, the bidder agrees that neither it nor its subcontractors shall be reason of race, creed, color, national origin, age, sex or disability:
 - (a) discriminate in hiring against any person who is qualified and available to perform the work; or
 - (b) discriminate against or intimidate any employee hired for the performance of work under the Agreement.
23. RCCSD does not discriminate on the basis of sex in the educational program or activities which it operates, and it is required by Title IX of the Educational Amendments of 1972 no to discriminate in such a manner. This policy of nondiscrimination includes the following areas; recruitment and appointment of employees; employment pay and benefits; counseling services for students; access by students to educational program; course offering and student activities.

EXHIBIT B:

RED CREEK CENTRAL SCHOOL DISTRICT

WAYNE COUNTY

NOTICE TO BIDDERS

The Red Creek Central School District, in accordance with Section 103 of Article 5-A of the General Municipal Law is seeking proposals for Construction Management Services.

Specifications, general information and bid documents for RFP 24-0001 RCCSD CONSTRUCTION MANAGEMENT SERVICES may be obtained at the Red Creek Central School District Business Office, 6624 South Street, Red Creek, NY 13143 between the hours of 9:00 a.m. and 4:00 p.m. daily, except Saturdays, Sundays or Holidays, by calling 315-754-2010, by e-mailing danielle.debiase@rccsd.org or at the website: <https://www.rccsd.org/>

Proposals must be submitted in strict adherence to the RFP specifications and conditions. Submissions will be accepted up to/until, but not later than 3:00 p.m. on February 23, 2024. Immediately thereafter a bid opening will be conducted to open all responses.

Amanda Osborne

Clerk of the Red Creek
Central School District

Date: February 7, 2024

EXHIBIT C: Project Scope

Red Creek CSD

2024 Capital Improvement Project

Scope of Work

- Site Work:
 - Clean existing storm structure.
 - Full depth replacement of asphalt bus loop and parking areas and replace storm pipe system/existing damaged pipes.
 - Replace older sidewalks, loading bays and curbing.
- Playground audits and equipment upgrades.
- New site sign facing Rte. 104.
- Reconstruct staircase/ramp at ES and DO.
- Community Center:
 - Replace roof at Community Center.
 - Replace ceiling in Community Center Pool.
 - Replace pool gutter and in-slab piping, deck drain covers, and replace tile at pool and pool deck.
 - New windows at Pool.
 - New LED lighting at Pool
 - Replace 1999 Community Center Gym AHU & locker room ERV.
- Middle School:
 - Replace roof at MS Tech Wing.
 - Replace roof at MS Classroom Wing.
 - MS Toilet Room Renovation.
- Elementary School:
 - Replace roof at ES Classroom Wing.
 - ES Main Office Reconfiguration.
 - Provide VRF system for ES Main Office.
 - ES Cafeteria Serving Line.
 - Extend ES cooler/freezer into Boiler Room or existing Vault.
 - Replace ES Boiler Plant, including pumps and piping.
 - Remove and replace 1999 & 2000 ES UVs with roof mounted DOAS units. Provide fin tube radiation for renovated classrooms.
- Replace 1991 ES Gymnasium & Locker Room AHU's.
- GC support work for ES UV replacement (roof, casework, ceiling, structural etc.).
 - High School:
 - Replace HS corridors (carpet) with epoxy terrazzo.
 - Replace ceiling in HS Media Center.
 - Replace roof at HS Media Center.
 - Replace Media Center 1999 RTU.
 - Replace HS corridor lockers.
 - Replace HS Auditorium seating (exceeds useful life, does not meet ADA).

- Replace HS Auditorium carpet (incl. removal and moisture mitigation).
 - Replace original deteriorating hydronic piping.
- Miscellaneous:
 - Replace skylights in areas that is getting roofing replaced.
 - Repair spalling at top of concrete foundation walls, and repair cracks in foundation wall that extends to window elevation.
 - Failed brick sealant joints, cracking/movement in lintel bearing, several locations of spalled bricks or precast sills, brick requires repointing in several areas.
 - Brick repointing at chimney.
 - Repair large void in non-bearing wall, laterally reinforce non-bearing masonry walls, repair cracking in non-bearing walls.
 - Business Office exterior soffit repair.
 - Replace original site lighting poles/heads and fluorescent lighting in Auditorium wing.
 - Add emergency lighting to Auditorium/Gymnasium wing fed from generator.
 - Upgrade ES and HS fire alarm and devices to full point addressable and voice-evacuation capable, remove zone wiring and devices in connected areas.
 - Add addressable CO detectors.
 - Plumbing Fixtures (various locations).
 - Replace 1999 & 2002 split HP systems and data closet split DX systems.
 - Add split DX systems for data closets currently installed without cooling.
 - Replace 3" domestic cold water main from 1972.