

Historic Colored Musicians Club of Buffalo

Request for Proposals

Building Expansion and Accessibility Project

CONSTRUCTION MANAGEMENT SERVICES

Buffalo, New York

Solicitation Issue Date: March 3, 2021

Proposal Due Date: March 29, 2021 at 11:59 PM, EST

Issued by:

The Historic Colored Musicians Club of Buffalo, New York Inc.

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I. INVITATION TO SUBMIT PROPOSALS

The Historic Colored Musicians Club of Buffalo, New York (“HCMC”) is seeking proposals from well-qualified Construction Management firms (“CM”) to enter into an agreement to provide pre-construction, construction, and post-construction management services as related to the Building Expansion and Accessibility Project located at 145 Broadway (southwest corner of Broadway and Michigan Avenue) in the City of Buffalo, New York. The CM shall report to the HCMC’s designee who represents the HCMC as an owner’s representative in most all aspects. The CM shall represent the HCMC when selecting and directing subcontracted Construction Companies (“CC”). The CM will work closely with the Design Architect for the project to implement the design of the existing structure and planned additions. The Project Is expected to break ground in April 2021, and be completed November 2021.

II. PROJECT DESCRIPTION

The Project consists of two (2) major components located at 145 Broadway, Buffalo, New York 14203. The Project focuses on the existing structure’s rehabilitation and renovation occurring in tandem with the building’s expansion featuring an elevator to expand access to those with physical disabilities.

A steady increase in the number of internationally-acclaimed artists invited to perform at the HCMC, has made expansion and improvements imperative. New restroom facilities, a larger and more sophisticated performance stage, built-in lighting and sound systems are needed to support the venue’s ambiance and professional technology requirements. Also important to the Project is the reorientation of the entrances and vehicle parking and passenger drop-off sites. In response to the COVID 19 pandemic, the Honorable NYS Governor Andrew Cuomo has placed stringent enforcement of food service requirements for establishments that provide alcoholic beverages to patrons. These new requirements have been incorporated into elements of the Project’s design.

Project Designers

The consultant team completing the architectural/engineering design for the Project is led by:
Stieglitz Snyder Architecture
425 Franklin Street
Buffalo, New York 14202

Total Project Construction Cost

HCMC project budget for Construction is up to \$2,000,000.00 USD.

Project Schedule

HCMC is expected to go out to bid for Construction in April 2021; break ground in May of 2021; and complete the Project by November 2021.

III. SCOPE OF SERVICES

HCMC is seeking CM proposals that are cost effective while producing a high-quality outcome and ensure the construction contractors meet their commitments in terms of quality, price and schedule. The primary responsibility of the CM shall be to represent the HCMC throughout the pre-construction, construction, and post-construction processes; maintain responsibility for the day-to-day management of the construction process; and to deliver the Project on time, within budget, and of the highest quality. The successful CM will be responsible for all of the Tasks and Sub-tasks outlined below as well as assume all responsibility and accountability standards as if the selected firm were part of HCMC. HCMC is looking for a firm with extensive experience coordinating with a Design Architect to identify value engineering solutions to save cost and schedule; and developing and implementing a work plan that ensures there are no overages in cost, deviations in quality and completion dates; and ensures the most cost-effective Project outcome. The CM shall report to the HCMC's designee who represents the HCMC as an owner's representative in most all aspects.

Please note that for all reviews outlined in the following tasks, the notation shall read, "Reviewed and Approved," "Reviewing and Disapproved," "Revise and Resubmit," and "Approved -- Make Corrections Noted." Never is "Reviewed Only" permitted. Other notations are subject to approval by HCMC.

1. Pre-Construction Phase

1.1 Commencement & Duration-- The Pre-Construction Phase shall commence sometime during *Design Development Phase*.

1.2 Meetings-- The CM shall plan to meet with HCMC's designee and the Architect/ Engineer Team ("A/E") and other project stakeholders on a bi-weekly basis to review design progress and collaboratively plan the construction delivery. Additional meetings shall be scheduled as need arises. The CM shall also coordinate onsite activities and project milestones with the HCMC Board Treasurer.

1.3 Planning & Scheduling-- The CM shall assist with planning the Project in the Pre-Construction Phase. The CM shall develop the preliminary Project schedule and logistic plans, refine, revise, and maintain as the design is finalized. The CM shall be responsible for preparing and maintaining the Master Project Schedule, logistical planning, and any phasing plans, which will define the parameters for performing the work without disruption to the operation of the HCMC's high programming season.

The Master Project Schedule shall identify and coordinate milestones and activities for, but not limited to;

- A. Project Planning, design, procurement, pre-construction, construction, post-construction/ close-out
- B. HCMC specific milestones (i.e. Board meetings/approvals)
- C. Ordering and delivering of long lead items
- D. Permit filings where applicable and other governmental agency approvals

1.4 Constructability Review-- The CM shall be required to perform a focused review of the proposed bid documents at the conclusion of *Design Development* design phase, and provide written comments and recommendations to HCMC concerning constructability of the documents. The Contract Documents (drawings and specifications), in conjunction with a Site evaluation, shall be reviewed for clarity, consistency, and completeness. Such review shall be for the sole benefit of HCMC, and any benefit derived by the A/E shall be merely incidental. The Constructability Review is a priority task for HCMC.

1.5 Permitting-- The CM shall confer with the A/E and be responsible for the identification of the permitting requirements for the Project. The CM shall incorporate the permit filing milestones in the Master Project Schedule and monitor the progress of the required filings and approvals.

1.6 Construction Cost Estimate-- The CM shall complete and reconcile a construction cost estimate at the conclusion of *Design Development* and *Contract Documents 75% and 100%* broken down by Trade and CSI Code. The cost breakdown structure of the cost estimate shall be tied to the Master Project Schedule. Each estimate shall be based on quantity take-off, local trade and materials indexes, and current prevailing wages. The CM shall reconcile each estimate with the independent estimate prepared by the A/E. In the event the reconciled estimates exceed the budget, the CM shall discuss with the A/E and prepare joint recommendations for bringing the Project within budget through value engineering solutions. With HCMC's approval, the CM shall revise the reconciled estimates to reflect the effect of implementing the joint recommendations. Such revisions shall be at no additional cost to HCMC.

1.7 Value Engineering Services-- The CM shall establish, conduct, and administer value engineering sessions at the conclusion of *Design Development* and *Construction Documents 75% and 100%*. The value engineering sessions shall include documented reviews and recommendations on the following, but not limited

to: product alternatives; product placement; feasibility; resident stakeholders; and maintenance and product life cycle costs.

1.8 Contract Documents-- The CM shall collaborate with the A/E and HCMC to create the standard Division 1 (front end) of the Contract Documents to meet the needs of the Project and HCMC's legal and contractual requirements. The front end shall include, but not limited to, Supplementary Conditions, site logistics, coordination, Safety Plan requirements, milestone schedules, and narratives. This effort is to delineate, for the potential Construction Contract bidders, the parameters for performing the work without disruption to HCMC's operations, maintenance, and programming season.

1.9 Procurement Services-- The CM shall discuss with HCMC regarding procurement strategy, and make recommendations for the packaging Contract Documents and timing of bidding. The CM shall develop and assemble the Bid Scoping Document, including all Bid Forms, Front End Documents General Conditions/ Supplementary Conditions; HCMC's approved Construction Contract, and other documents or forms necessary to complete the Bid Documents. The CM shall supply and bind all necessary copies of the Bid Documents and distribute to bid information clearing houses approved by HCMC. The CM shall assist developing bidder interest; conducting market studies; conducting pre-bid walkthrough meetings with prospective bidders; coordination of Requests for Information (RFI); preparing and distributing addendums; tabulating and analyzing bids and informing HCMC of any discrepancies with the values/ amounts submitted in the bids; investigating bidders; and in negotiating, providing recommendations, and awarding contracts of the construction of the Project. The CM shall coordinate the review and analysis of bids with the A/E team to then provide a final recommendation to HCMC for award.

1.10 Project Labor Agreement-- The CM shall determine whether it is in HCMC's best interest to negotiate a Project Labor Agreement (PLA), and if so, determined; negotiate a PLA, in conjunction with HCMC and counsel, with the construction trade unions, the CM shall incorporate the PLA in the Contract Documents, and shall administer the PLA during the construction phase of the Project.

1.11 Inspection Services-- CM shall inspect, interpret, and certify as proper, correct, and in compliance with the applicable Contract Documents, all work performed by the Construction Contractor; all equipment materials furnished and installed on the Project throughout the entire construction process. The CM shall inspect for, but not limited to, quality of materials, good workmanship; adherence to Specifications, codes, standards, and Contract Documents; verification of additional work; and

approval of payment requests. CM shall complete shop inspections for critical equipment as necessary. The CM will be responsible to provide the following, but not limited to:

- A. Perform daily site inspection to determine if facilities are complete and bring construction in compliance with the Contract Documents, approved contract Change Orders, and any other permit requirements.
- B. Performing field inspection and other quality control activities including necessary materials testing.
- C. Monitoring of corrective actions taken by the Contractor needed to fix work that is not in compliance with Contract Documents.
- D. Reviewing and approving Contractor's survey layouts, lines, grade, elevation, etc. of all work.
- E. Keep a daily log, fill out incident/ accident reports, and take pictures of the construction progress. A daily Inspection Report identifying work done by the Contractor and pay items worked on shall be completed by the next business day for review and filing.
- F. Reviewing Contractor's compliance with all regulatory permits and mitigation measures.
- G. Reviewing Contractor's compliance with workplace safety and health standards and notification to HCMC of any instances of noncompliance.
- H. CM shall be responsible for providing all inspection services during construction close-out. As well as within One Year of Notice of Completion, perform a site inspection; check all warranty items; and provide a completed punch list to HCMC.
- I. CM shall inspect and determine the suitability of materials on site and those delivered to the site to be incorporated in the construction of the Project.

1.12 Quality Assurance-- The CM shall create, document/publish, submit for review and approval to HCMC, implement, and maintain throughout the Project's lifecycle (from Design to Closeout) a quality assurance and control program through a Quality Management Plan, and shall include the following at a minimum;

- A. Requirements for a project execution/ management plan
- B. All stages of the Project lifecycle
- C. A system for submittal reviews for design and general conditions conformance. The CM shall receive the Construction Contractors' (CC) submittals such as shop drawings, product data, and promptly review for completeness and responsiveness, log, and then distribute to A/E for review and approval; all within 48 hours of receipt from the A/E, and shall update the submittal log accordingly. All submittals are to be processed through the designated project management system/ software.

- D. A system to collect and compile as-built drawings, operations and maintenance manuals, spare parts and excess materials provided by the CC's and other close out documents.
- F. A change order procedure. The procedure shall include a system to address scope and additional impact analyses. The CM shall perform all necessary cost and time negotiations with the CC's on behalf of HCMC and document the same.
- G. A system to maintain an incomplete items list of deficiencies, tasks, and deliverables from the Contract Documents that logs, at a minimum, the observation/ recording date, reporting date, and completion date throughout the Construction Phase.
- H. Requirements for onsite inspections, special inspections, etc. The requirements shall include, but not limited to, frequency, system for recording, and reporting.
- I. A system for documenting lessons learned throughout the Project and shall be turned over to HCMC as the end of the Project in the summary report.

1.13 Quality Control & Testing-- If Testing is required during the Pre-Construction Phase, the CM shall review the A/E's proposed testing plan and associated costs, and provide HCMC recommendations. The CM shall review the conditions with the A/E during the testing and the CM shall assist and advise HCMC and the A/E with solutions to any issues discovered.

2. Construction Phase

2.1 Commencement & Duration-- The Construction Phase shall commence with the award of the construction contracts for the Project and end upon completion of all contractually required physical work, including punch-list item.

2.2 General Construction Administration-- The CM shall administer the Project, the construction contracts, and the PLA, if applicable, on HCMC's behalf. Administration of the Project shall include scheduling of the work and coordination of the CC's, HCMC's project staff, and any other entities/ persons on site, so that the work may be accomplished in a timely and efficient manner, and with minimum inconvenience/ disruption to the operation of HCMC. The CM shall maintain competent full-time staff at the Project site to administer the Project and at all times while work is being performed by the CCs. The CM shall provide its staff with all necessary equipment to

administer the Project, including but not limited to, computers/laptops, printers, digital cameras, personal projection equipment, office furnishings, etc.

2.3 Site Conditions-- As portions of the site/work become accessible, the CM shall promptly and diligently investigate existing conditions through both as-built drawings and site visits, and then report to HCMC and the A/E, any conditions that differ minimally and substantially from the information in the Contract Documents. The CM shall also provide these possible conditions in a separate report to HCMC and the A/E and the opportunity to mitigate cost and risk. If necessary, the CM shall collaborate with HCMC and the A/E to develop the appropriate modifications to the Contract Documents.

2.4 Quality Control & Testing-- The CM shall create, document/ publish and implement a quality control program which shall be included in the Project's Quality Management Plan, per Section 1.12, consisting at the minimum inspection services, testing, controlled inspections, special inspections, and the CM's routine observation of the work by the CCs with respect to the conformance to the Contract Documents. The CM shall ensure that the Division 1 front end specifications align with the plan and that they require proper testing and inspections. The CM shall be required to contract, coordinate and manage the proper testing and inspections. The CM shall work diligently to guard HCMC from defects and deficiencies in the work and shall coordinate the testing and inspections by third parties with the CCs' work. The CM shall promptly notify HCMC, the A/E, and the CCs, if applicable, of any and all defective, deficient, and/ or non-conforming work, provide recommendations for correction/ resolution. The CM shall track all defective and non-conforming work through correction until final acceptance by HCMC.

2.5 Scheduling-- The CM shall, with the cooperation of Construction Contractors, prepare and monitor the Master Project Schedule. The Master Project Schedule shall be broken down in sufficient detail to be useful for monitoring progress, delay analysis, and administration of the CC's contract provisions. The Master Project Schedule shall include all HCMC's and CC's activities. The CM shall include all necessary operational milestones provided by the HCMC. All CC's schedules shall be imported into the Master Project Schedule on a monthly basis. The CM shall prepare and distribute the following reports biweekly;

- A. Two-week look-ahead schedules from the Master Project Schedule and include the same details from the CCs.
- B. List of tasks completed since the last report.
- C. schedule updates as necessary to reflect changes and indicate the impact of the changes to the critical path and completion milestones.

- D. Changes in total and free float time.
- E. Evaluation of claims for Project delay.

The CM shall discuss with the CCs and prepare recovery schedules, as needed. The CM shall evaluate the CC's requests for extensions of the contract time, and advise HCMC confidentially on the significance and merits of such requests. The CM shall evaluate potential impact for any CC requests and/or actions to the Master Project Schedule.

2.6 Cash Flow Forecast--With the cooperation of the Construction Contractors, the CM shall prepare and distribute a cash flow forecast for the entire Project based on the Master Project Schedule and Project Cost. The CM shall revise the forecast, whenever there is a significant change in the schedule of Project Cost that would warrant a revision to the cash flow forecast.

2.7 Monitoring Progress – The CM shall monitor the progress of the Construction Contractors work and prepare daily written reports documenting the weather, type and location of work performed, each sub-contractor's labor and equipment on site, and all other pertinent details relevant to the progress of work. The CM shall prepare and distribute the written reports with photographic documentation of the work in progress. Photographs are required when unforeseen conditions, disputed work, or deficiencies in the work is encountered. The CM must proactively monitor the progress of the work to ensure that the CCs' workforce is sufficient and the work is being diligently executed.

When progress is impeded by the actions/inactions of the A/E or others, the CM must bring such matters promptly to HCMC's attention for a resolution. The CM must ensure that the Project's progress conforms to the Master Project Schedule.

2.8 Construction Contractors' Payments – The CM shall receive, review, certify, and approve for processing by HCMC, all schedules of values, invoices, and requests for payment prepared by the Construction Contractors. The CM shall ensure that all necessary backup documentation is included in the Payment Application, including but not limited to; certified payrolls, certification of material compliance, subcontractors' and supplies' waivers of liens, M/WBE utilization report, and current insurance certificates with the proper listing of additionally insured. The CM shall correlate the CCs' payment requests with the progress of the work, and take into account any deficiencies in the work for which the payment is being requested, in preparing a payment recommendation. The CM shall provide an earned and planned value report with their recommendation. The CM's recommendation for payment shall constitute as a representation to HCMC, to the best of the CM's knowledge and belief, the work has

progressed to the point indicated, and the quality of the work is in accordance with the Contract Documents. The CM shall track payments to CCs, document construction expenditures, and assist HCMC in preparing documentation required to obtain funding agency approval and funding.

2.9 Meetings – The CM shall schedule, conduct, and document regular weekly meetings with Construction Contractors, the A/E, HCMC, and others where necessary, to plan and coordinate the work, discuss the progress, and solve problems related to the Project. In addition, attend meetings with HCMC and/or A/E on a regular basis. The CM shall be responsible for preparing and timely distributing meeting minutes and agendas.

2.10 Reporting – The CM shall be responsible for preparing monthly written progress reports and to deliver bound copies to HCMC, no later than the 10th day of the following month. The monthly reports must include the following information, at a minimum;

- A. Executive Summary – high level summary of the current Project progress and changes from the previous month’s report. The Summary must indicate whether the Project is on or off schedule and budget, and any recovery steps that may be necessary.
- B. Progress Narrative – supported by photographs and the current Master Project Schedule to show progress.
- C. Issues Report – a summary report of all critical and important issues that require HCMC’s attention.
- D. Change Orders – log of the status of change orders (estimated, potential, proposed, pending, processed)
- E. Construction Contractors’ Payment Summary – include a discussion of variances between amounts paid to date and the cash flow forecast.
- F. CM Budget Report – include the total contracted amount, projection of labor usage through completion of the Project in terms of CM personnel. The reports shall show the current earned value and planned value for each billable employee, and how they related to percentage of construction complete.
- G. Incomplete Items and Deficiency Log – log of non-conforming or deficient work that details the date reported, ball in court, due date, status and description.
- H. Manpower Summary
- I. Foreseeable Risk that may impact schedule, contract values and Project Budget.
- J. Permit Log – detailing the permit date, issuing agencies, agency contact information, inspections pertaining to the permit and status of inspection date, and permit expiration date.

- K. Closeout Status – punch list, operation and maintenance manuals, trainings, warranties, as-builts, etc.
- L. Attachments – attach pertinent photographs, logs, reports, etc.
- M. Lesson Learned

2.11 Safety – The CM shall require the Construction Contractors' to submit their site-specific health and safety plan and review the plan for completeness based on the requirements outlined in the Contract Documents. The CM shall serve as a central role in dissemination of safety related information between the CCs and HCMC. The CM shall not have control over or be responsible for the means, methods, techniques, sequences or procedures for safety precautions and programs in connection with the CC's work, as this is the CCs' responsibility. The CM shall have the requirement and right to implement an immediate stop work order or correction condition action to the CCs on behalf of HCMC in the event of an unsafe working condition. The CM shall notify HCMC immediately after the event has been mitigated. The CM shall not be responsible for the CCs' failure to carry out the work in accordance with the approved CCs' health and safety plan, and/or applicable safety rules and regulations. The CM shall promote safety and try diligently to guard against the creation of an unsafe work environment by any CC.

2.12 Changes – The CM shall review all supplementary reports prepared by the A/E prior to their issuance, prepare cost estimates, review Construction Contractors' proposal for acceptable quantities, quality, unit prices, and markups and submit formal written recommendations, including a memoranda to HCMC, clearly delineating the scope of, and reason for the changed work. The CM shall evaluate the CC's proposed adjustment to the construction contract price and time, and assist HCMC in negotiating change orders. Where changes are or may be the result of the A/E's error or omission, the CM shall inform HCMC of such, and shall track all such changes separately on HCMC's behalf. The CM shall keep a log that documents requests for information, supplementary reports, unforeseen conditions, scope creep, which lead to new proposals and/or change orders.

2.13 Partial Occupancy and Beneficial Use – The CM shall assist HCMC in determining the requirements and dates of partial occupancy or beneficial use, substantial completion, and final acceptances; and shall assist in obtaining any necessary temporary occupancy certificates, final occupancy certificates, or certificates of approval from the permitting agency. The CM shall review any lists prepared by the A/E of incomplete or unsatisfactory work, and prepare schedules for completing and correcting the work and monitor the completion/correction.

2.14 Construction Contractors' Claims & Disputed Work - The CM shall promptly review Construction Contractors' claims for additional compensation and/or extensions of time, whether these claims are received during or after construction. Where the work is disputed, the CM shall promptly defer the matter(s) under dispute to the A/E for interpretation. The CM shall discuss with the A/E, and advise HCMC on the significance and merits of each claim, and/or recommended resolution for each dispute. At HCMC's request, the CM shall schedule and attend dispute resolution meetings related to each claim/dispute, whether or not such meetings are scheduled during the Construction or Post-Construction Phase. With HCMC's concurrence, prepare a written response to CCs' claims, incorporating the A/E's determination, where applicable.

2.15 Field Office - The CM shall provide, maintain, and subsequently remove its own temporary offices during the construction phase. All CM's office equipment and supplies, including, but not limited to, telephones, computer with high-speed internet access, printers, copiers, scanners, etc. shall be provided, maintained and subsequently removed by the CM, and the associated costs shall be included in the cost for the Field Office.

3. Post-Construction Phase

3.1 Commencement & Duration – The Post-Construction Phase shall commence upon completion of the Construction Phase and continue through Final Project Closeout.

3.2 Construction Contract Closeout – The CM shall be responsible for the maintenance of all construction records and information for the lifetime of the project. The CM shall provide copies of all forms, logs, reports, and filing procedures that are proposed during the lifetime of the Project. The CM shall prepare all necessary paperwork to finalize all contractor payments, obtain all required permits, and/or Certificates of Occupancy, and submit all project documentation to HCMC.

3.3 As-Built Drawings – The CM shall compile Project record documents collected during the construction phase and supplement with any information collected following occupancy. The CM shall review the as-built drawings provided by the CCs and verify the as-built drawings, to the best of the CM's knowledge, based on the CM's observations during the progress of the Project, and documented during the actual construction of the Project. The CM shall transmit the verified as-built drawings to the A/E for the preparation of record drawings.

3.4 System Start Up – After all of the systems are up and running, the CM shall verify that all systems are operating within the intent of the Contract Documents, and that all components of the systems comply with the approved Contract Drawings and product data submittals.

3.5 Operation and Maintenance Manuals – The CM shall review, approve, and log all Operation and Maintenance Manuals prior to forwarding to HCMC.

3.6 Training – The CM shall schedule and record/document the training of HCMC leadership and personnel with respect to the operation and maintenance of the building component and systems.

3.7 Final Project Report – The CM shall provide a detailed closure report with a summary of all contracts, permits, issues, lessons learned, and highlights from the Project.

4. Additional Services

4.1 HCMC may request additional services throughout the term of the CM Contract. The CM shall promptly respond to additional requests for services, provide a detailed scope of services, with personnel, equipment, costs, and duration as requested by HCMC to complete the services.

4.2 Allowances – The CM shall evaluate the need for and proposed value for the typical reimbursable expenses:

- A. Third-party testing and controlled inspection services
- B. Site Investigation, utility location and mark-out services
- C. Special consultant services
- D. Shipping and/or courier services
- E. Temporary Field Offices
- F. Printing, reproduction, and reporting documents

IV. SELECTION PROCESS

a. Skills Required

The successful respondent will provide design assistance and construction management services on behalf of the Historic Colored Musicians Club Building Expansion and Accessibility Project. HCMC is looking for a partner who has the knowledge and experience to accomplish the Scope of Services outlined in Section III and who will actively work towards delivering the Project on time, within budget, without claims, and of the highest quality.

The CM and all CM personnel working on the Project shall have expertise and extensive experience in construction management on complex construction projects. The CM's role and experience shall encompass the following, but not limited to;

- a) Providing the as directed services required to complete the Project.
- b) Support HCMC for the duration of implementation of the Project.
- c) Provide technical expertise to assist in the development, review, and approval of Design and Construction Drawings and Specifications from the Design Team.

- d) Provide technical expertise, consisting of architectural and engineering disciplines; management; materials review and testing; and construction inspection services to monitor the construction of the Project. In evaluating proposals submitted pursuant to this RFP, HCMC places high value on the following factors, not necessarily in order of importance:
 - Approach in methodology with respect to the Scope of Services that demonstrates maximum comprehension of and ability to provide such services;
 - Commitment of principles to lead the team and devote time to the Project;
 - Experience of staff being assigned to the Project in general, and in particular, providing construction management services to municipalities, economic development agencies, and other governmental agencies;
 - Quality of work product demonstrated in past projects;
 - Quality of work product including client satisfaction and problems that may have arisen during construction reflecting on the constructability of the Design Drawings; Ability to complete projects in accordance with schedules and maintain budget;
 - Conformity with or exceeding applicable HCMC policies noted herein, including specific policies relating to non-discrimination of affirmative action subcontracting goals;
 - Man-hours and cost of services;
 - Diversity Practices

b. Selection Process

Selection of the firm considered to be the "best value" shall be made in accordance with the following evaluation criteria and weights (100 total points) as follows:

1. Experience/qualifications of the company (or companies) and staff to undertake the specific requirements of the Scope of Services outlined in Section III – 20 points;
2. Approach in methodology with respect to the Scope of Services, and specifically on technical aspects of the services – 15 points;
3. Experience of staff dedicated to the project in the Preconstruction Phase and Construction Phase; specifically with extensive experience in constructability reviews that produce great documents, little to no Change Orders, and maintains high quality design; experience assisting in making design decisions based on extensive knowledge of Architectural and Engineering design and systems; and experience providing construction management services to municipalities, economic development agencies, and other governmental agencies – 20 points;
4. Appropriateness of manpower and cost of services in addressing the entire Scope of Services outlined in Section III – 20 points;
5. Quality of work product demonstrated by completed projects, including high profile projects and efforts representing outstanding principles of design quality – 10 points;
6. Ability of the team to complete project in accordance with schedules and maintain budgets – 10 Points;
7. Diversity Practices – ESD and HCMC have determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement shall be required to include as part of their proposal, a completed Diversity Practices Questionnaire – 5 points

It is expected that a maximum of three (3) applicants will be selected, or 'short-listed.' Short-Listed proposers will be notified by close of business on April 12, 2021. Those short -listed will be invited for interviews. Interviews will be held on April 26, 2021 at HCMC Office. Selection for interviews will be based on an independent evaluation of the submitted proposals using the above factors. HCMC reserves the right to forego the interview phase as determined in HCMC's sole judgment.

Final selection will be based on the above factors, as well as the interview performance. The final selection will be a “best value” selection. HCMC reserves the right to;

- Seek clarification and revisions of proposals
- Seek a final and best offer from those firms short-listed.
- Make an award under the RFP in whole or in part.
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring full and complete understanding of a Respondent’s proposal and/or to determine a Respondent’s compliance with the requirements for the solicitation.
- Make revisions to the scope of work after contract award to ensure that the project goals are met.
- To amend, modify, or withdraw this RFP;
- To revise any requirements of this RFP;
- To accept or reject any or all Proposals;
- To extend the deadline for submission of Proposals;
- To waive or modify minor irregularities in Proposals received;
- To eliminate qualification requirements unmet by all Respondents;
- To disqualify proposals that fail to meet the qualification requirements;
- To require clarification, supplemental statements or information from any Respondent, for the purposes of assuring a full understanding of responsiveness to the requirements of the RFP;
- To negotiate with any or all Respondents, within the proposal requirements, to best serve the interests of HCMC
- To amend the scope after release of this RFP, with due notice given to all those solicited to modify their proposals to reflect the changed scope;
- To cancel, or reissue in whole or in part, this RFP, if HCMC determines in its sole discretion that it is its best interest to do so;
- To award contract(s) for any or all parts of a proposal;
- To elect to award contract(s) to one or more responsive and responsible Respondents, provided that the basis for the election among multiple contracts at the time of award shall be the most practical and economical alternative and shall be in the best interest of HCMC; and to extend the term of any agreement on terms consistent with this RFP.

c. Proposal Requirements

Respondents or teams are required to submit one signed original, ten (10) hard copies, and two (2) electronic copies on USD memory stick of the proposal. The proposal shall be limited to no more than 25, double-sided pages that shall be spiral bound.

Required/Certification forms do NOT count against the page limit. Three-ring binders will not

be accepted. The following is a list of the required information that must be provided by the Respondent. Respondent's are to organize their response in the same order in which it is requested using numbered side tabs that correspond with each numbered section below.

1. Description of Firm

- a. Professional Capabilities
- b. Staffing
- c. Project Mix/Client Mix
- d. Litigation (Last five years)
- e. Changes/trends in above over last five years

2. Project Team

- a. Resumes of partners, principles, associates and other staff proposed to provide services outlined in the Scope of Services
- b. List of a contact information of subconsultants required to perform work
- c. Diversity and inclusion of protected groups (racial minorities and women) of Project Team partners, principles, associates and other key staff
- d. Description or outline of the Project Team Organization, including Project role/function chart
- e. Total relevant human resource availability throughout agreement, particularly for the Project manager and key personnel
- f. Ability to have staff work at HCMC facilities if required

3. Qualifications and Expertise

- a. Description of the firm's experience providing similar services including recent relevant projects, for public and private sectors.
- b. Proposers shall demonstrate specific technical experience and competence in each of the following areas:
 - Management of General and Sub-Contractors
 - Construction Monitoring of high-quality restoration projects, delivered on schedule and on budget
 - Coordination with multiple users and a large multi-disciplinary team of engineering and specialty consultants
 - Experience with Project Labor Agreements

4. Project Management Methodology

- a. Overall project management approach and methodology as they relate to the Scope of Services outlined in Section III above.
- b. Schedule, quality, and cost control procedures
- c. Project tracking and performance monitoring procedures

- d. Project progress reporting procedures

5. Technical Approach

Describe your approach to the Scope of Services that clearly demonstrates your understanding and your ability to manage and complete multiple projects in a timely and cost-efficient manner. The proposal must include a detailed statement of your approach and ability to provide the required Scope of Services and Work Product including, but not limited to a schedule for completing all aspects of the services.

6. References

- a. List representative experiences for the past three years.
- b. List the references to which you provided services of a similar nature. Indicate scope of work, total compensation paid, and the term of contract.
- c. List any previous work experience for the HCMC as either a prime or subconsultant.
- d. Provide your information in the following format:
 - Project name and description
 - Your firm's scope of work or role on Project
 - Client name, address and telephone number
 - Client contact (Full Name and Title)

7. Cost Proposal

- a. Hourly Billing Rates— provide the hourly billable rates for all positions, including, but not limited to, the Principal in Charge, Project Manager, Project Engineer, and Contract Administrator – submit in tabular format.
- b. A fully loaded resource schedule broken down by task and classification – submit rates in a tabular format.
- c. Typical cost/person—hours per task
- d. Certifications & Requirements

1. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR §§140-145 ESD recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of ESD contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, ESD hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State certified Minority-owned Business Enterprises (“MBE”) participation and 15% for New York State certified Women-owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that ESD may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how ESD will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and ESD may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting ESD’s Office of Contractor and Supplier Diversity (OCSD) at OCSD@ESD.NY.GOV. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder’s MWBE requirements please see the

attached MWBE guidance, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

Additionally, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

A. An MWBE Utilization Plan (Form OCSD-4) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to ESD. ESD will review the submitted MWBE Utilization Plan and advise the Bidder of ESD’s acceptance or issue a notice of deficiency within 7 days of receipt.

B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to ESD, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

ESD may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If ESD determines that the Bidder has failed to document good faith efforts.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to ESD, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor’s M/WBE Contractor Compliance & Payment Report to the ESD, by the 10th day of each month over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New

York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Form OCSD-1, to ESD with their bid or proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Form OCSD-2) identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, Bidder shall submit a Workforce Utilization Report (Form OCSD-3) and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by ESD on a quarterly basis during the term of the contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to nondiscrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

The required forms can be found at the following web addresses: Form OCSD-1: http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_1MWBEEEOPolicyStatement.pdf
Form OCSD-2: http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_2StaffingPlan.pdf

Form OCSD-3:

http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_WorkforceUtilizationReport.xlsx

Form OCSD-4:

http://esd.ny.gov/CorporateInformation/Data/RFPs/OCSD_4MWBEUtilizationPlan.pdf

In the event that the above links are unavailable or inactive, the forms may also be requested from OCSD at OCSD@esd.ny.gov.

Diversity Practices

ESD has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Respondents is practical, feasible, and appropriate. Accordingly, respondents shall be required to include as part of their response to this procurement the Diversity Practices Questionnaire.

2. Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses

NEW YORK STATE LAW Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York 19 State, respondents for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: <http://ogs.ny.gov/Core/SDVOBA.asp>

Respondents need to be aware that they will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from nonSDVOBs. Furthermore, Respondents are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

For purposes of the RFP, ESD hereby establishes a goal of 3% for SDVOBs, based on the current availability of qualified SDVOBs. The Contractor must document Good Faith Efforts to provide meaningful participation by SDVOBs in the performance of the Contract.

A copy of each Respondent's SDVOB Contract Performance Use form proposing specific certified firms to be utilized or industries where SDVOB firms shall be sought is to be

included as part of the response to this RFP. A copy of the form is available at: <http://esd.ny.gov/CorporateInformation/Data/RFPs/SDVOBContractPerformanceUse.pdf>. General inquiries or questions relating to aforementioned policies, MWBE and SDVOB participation and the goals specified herein may be addressed to OCSD at OCSD@ESD.NY.GOV.

3. State Tax Law Section 5-a

Any contract resulting from this solicitation is also subject to the requirements of State Tax Law Section 5-a (“STL 5-a”). STL 5-a prohibits ESD from approving any such contract with any entity if that entity or any of its affiliates, subcontractors or affiliates of any subcontractor makes sales within New York State of tangible personal property or taxable services having a value over \$300,000 and is not registered for sales and compensating use tax purposes. To comply with STL 5-a, all respondents to this solicitation must include in their responses a properly completed Form ST-220-CA, a copy of which is accessible at the Required Forms for Vendors link at the ESD web site. (<http://esd.ny.gov/CorporateInformation/RFPs.html>). Also, in accordance with the requirements of STL 5-a, any contract resulting from this solicitation will require periodic updating of the certifications contained in Form ST-220-CA. Solicitation responses that do not include a properly completed ST-220-CA will be considered incomplete.

4. State Finance Law

Sections 139-j and 139-k State Finance Law Sections 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this RFP. These Procurement Requirements (1) govern permissible communications between potential respondents and ESD, HCMC or other involved governmental entities with respect to this RFP; (2) provide for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions; and (3) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this RFP. Compliance with the Procurement Requirements requires that (x) all communications regarding this RFP, from the time of its issuance through final award and execution of any resulting contract (the “Restricted Period”), be conducted only with the designated contact persons listed below; (y) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations, and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law (each form is accessible at the Required Forms

for Vendors link at the ESD web site under “RFPs/RFQs”); and (z) periodic updating of such forms during the term of any contract resulting from this RFP. **Respondents must submit the Offerer Disclosure of Prior Non-Responsibility Determinations, and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law as part of their submittal.**

The Procurement Requirements also require ESD and HCMC staff to obtain and report certain information when contacted by prospective bidders during the restricted period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this solicitation. In addition, two such findings of non-responsibility within a four-year period can result in debarment from obtaining any New York State governmental procurement contract.

For the purpose of compliance with State Finance Law Sections 139-j, contact with Nancy Burkhardt, Project Manager of HCMC is considered permissible. Contact information for Ms. Burkhardt is: nancy.burkhardt@esd.ny.gov

5. Insurance Coverage

Please note that upon selection for this Project, the Consultant will be required to demonstrate/provide insurance coverage protecting against any and all claims brought on the property. The CM shall maintain or cause to be maintained insurance with types and minimums to be determined at the time of contract award.

V. PROJECT COST & SCHEDULE

The major projected milestones on the consultant selection schedule are as follows:

1. RFP Advertised March 3, 2021
2. Pre-Proposal Site Tour: March 8, 2021 (12:00 noon EST)
3. Questions/ Requests for information: March 22, 2021 (5:00pm EST)
4. Proposals Due: March 29, 2021 (11:59pm EST)
5. Notification of short-listed firms: April 12, 2021
6. Interviews: April 17, 2021
7. HCMC Board Approval: April 19, 2021

The Contract Term is expected to begin April 23, 2021 and estimated to be completed by December 2021.

VI. TIME & PLACE OF SUBMISSION

Respondents will not receive compensation or reimbursement of any expenses associated with preparing and/or submitting the proposal. Respondents are required to submit one (1) original, five (10) copies, and one (2) electronic copy on a flash drive of their submittal prior to 11:59pm EST on March 29, 2021. Responses shall be firmly sealed in an envelope or box, and contain the Respondent's name and return address. Please be advised that under no circumstances will HCMC obligate itself to consider a response which is received after the deadline or does not include the basic items described above.

**Responses shall be delivered to: Allita Steward Dockery, HCMC Board of Directors
Attn: Building Expansion and Accessibility Project RFP 145 Broadway, Buffalo, New York 14203**

The HCMC reserves the right to reject a submittal if any document or item listed in this RFP is incomplete, improperly executed, indefinite, ambiguous, and/or is missing. Additionally, factors such as, but not limited to the following may also disqualify a respondent without further consideration:

- Evidence of collusion among Respondents;
 - Any attempt to improperly influence any member of the evaluation panel or Committees;
 - Discovery that a Respondent purposely misled or knowingly provided false or inaccurate information in a submittal;
 - A Respondent's default under any type of agreement, which resulted in the termination of that agreement;
 - Existence of any unresolved litigation or legal disputes
- The HCMC reserves the right to reject any and all submittals and to waive any informalities or Construction Management Services Request for Proposals containing irregularities in procedure.

VII. ADDITIONAL INFORMATION

Questions or requests for additional information or documents will be accepted no later than close of business (5:00pm EST) on March 22, 2021 to:

**Allita Steward, HCMC Board of Directors
EMAIL: cmctheclub@gmail.com**