

The Berkshire Local School district is in the process of completing a \$51 Million new school construction project. Our project will bring our entire district PK-12 onto one campus located at 14111 Claridon Troy Road Burton, Ohio 44021, directly behind the Kent State University Geuaga campus. Our project includes 4 distinct wings which will share a common area in the center. Each wing will serve a different segment of our education population including; PreK-Kindergarten, Grades 1-4, Grades 5-8 and Grades 9-12. The common area will include student dining and food service, gymnasium spaces, a media center with a maker space, an auditorium, administrative offices and meeting rooms.

Our vision for the educational facility is to accommodate our evolution into a student centered organization, shifting the focus of our instruction to engaging and empowering activities where students gain real world skills and participate in assessments which will prepare them for life outside of school. Our primary instructional practice is Project Based Learning with a focus on performance based assessments all delivered in a mastery learning system where our students and staff can measure growth as related to a standard. Each wing will be designed with spaces to enable large and small group work where our students can hone the skills that have been identified as necessary for their future success. Those skills make up our graduate profile and include; collaboration, communication, creativity/innovation; critical thinking/problem-solving, and civic responsibility.

We are excited to change the system of education for our students, and truly prepare them for life after their experiences at Berkshire. This facility project is a major step in the right direction for us to attain our goals and to realize our vision.

The project has completed the early site work and is currently entered into the construction phase. Total cost of the project is \$51 million dollars with an estimated occupancy of January 1, 2022. This request for proposals will cover the construction phase and close out of the project.

Exhibit B-1 - Consultant Scope of Services (Owner Agent / CMR)

State of Ohio Professional Services Agreements for Public Facility Construction

Construction Phase

1.1 Commencement

1.1.1 Unless the Contracting Authority directs otherwise in writing, the Consultant's Services during Construction and Closeout will commence with the Contracting Authority's issuance of the Notice to Proceed to the Contractor and will terminate upon Contract Completion.

1.1.2 The Consultant shall have access, at all times, to the Project whenever any Work is in preparation or in progress.

1.2 General Requirements

1.2.1 During the Construction Stage, the Consultant shall:

1.2.1.1 advise the Contracting Authority, the Owner, and Contractor in writing if at any time it appears that the Construction Budget may be exceeded and make recommendations for corrective action;

1.2.1.2 meet with the Contracting Authority, Owner, and Contractor at intervals acceptable to the Contracting Authority and Owner, to review the current status of the Project;

1.2.1.3 notify the Owner of the need for and assist the Owner with obtaining the professional services of Separate Consultants required for the Project; and

1.2.1.4 at the request of the Contracting Authority:

- .1 evaluate and provide recommendations to the Contracting Authority concerning Modifications and Claims;
- .2 advise the Contracting Authority as to the necessity of special inspections, tests, or approvals, and review the associated results; and
- .3 review and provide recommendations to the Contracting Authority concerning the Contractor's closeout documentation.

1.2.1.5 If the Project is administered using the State's web-based project management software, the Consultant shall provide Contracting Authority-requested services to the Contracting Authority and Owner through applicable business processes.

1.2.2 The Consultant's duties shall not, and shall not be deemed to, require the Consultant to undertake any of the Contractor's responsibilities.

1.3 Progress of the Project

1.3.1 The Consultant, with the assistance of the A/E, shall record the progress of the Project and provide written reports to the Contracting Authority and Owner on a monthly basis, unless otherwise agreed in writing. Such reports shall include variations between actual and budgeted or estimated costs, information on the Contractor's Work, as well as completion status on the entire Project, showing percentages of completion.

1.3.1.1 If the Project is administered using the State's web-based project management software, the Consultant shall issue written reports to the Contracting Authority, Owner, A/E, and Contractor through the "Field Reports" business process.

1.4 Construction Progress Schedule

1.4.1 The Contractor shall prepare the Construction Progress Schedule in accordance with the Standard Requirements.

1.4.2 The Contractor shall provide copies of the Construction Progress Schedule to the A/E, Consultant, Contracting Authority, and Owner.

1.5 Meetings

1.5.1 The Consultant shall participate in progress meetings with the A/E, Contracting Authority, Owner, appropriate Separate Consultants, the Contractor, Subcontractors, and any other parties involved in the Project to discuss such matters as procedures, progress, problems, and scheduling.

1.5.1.1 The A/E shall prepare and distribute written agendas and minutes of all progress meetings to the Contracting Authority, Owner, Contractor, and any other parties involved. The A/E shall not delegate the duty to prepare such

agendas and minutes and shall distribute the written minutes of each meeting within 3 business days after the meeting.

- .1 If the Project is administered using the State's web-based project management software, the A/E shall distribute meeting agendas and minutes to the Contractor, Consultant, Contracting Authority, and Owner through the "Meeting Minutes" business process and document issues identified during progress meetings that require resolution by one or more construction participants through the "Action Items" business process.

1.5.1.2 The A/E shall attach the minutes of each progress meeting to the Contractor's weekly written report as submitted to the A/E, describing progress on the Contractor and its Subcontractors' past, current, and upcoming activities.

1.5.1.3 The minutes of each progress meeting shall reflect any objection made to the minutes of the previous meeting and any response.

1.5.1.4 The A/E shall notify the Consultant, Contractor, and other Persons involved in the Project of the time and place of the progress meetings that shall thereafter be the same day and hour of the week for the duration of the Project, unless the A/E notifies the Contractor and other persons involved in the Project of a different day and hour at least 2 days in advance.

1.5.2 The A/E shall schedule, conduct, and participate in preconstruction, quality control, pre-installation, and special meetings with the Consultant, Contracting Authority, Owner, appropriate Separate Consultants and Sub-consultants, the Contractor, Subcontractors, and any other parties involved in the Project.

1.6 Change Orders and Change Directives

1.6.1 The Consultant shall review any Proposal Requests prepared by the A/E prior to their issuance, review Contractor proposals and submit recommendations thereon to the Contracting Authority, Owner, and A/E, assist in negotiating Change Orders and Change Directives in accordance with the Standard Requirements for authorization and execution by the Contracting Authority, Owner, and A/E.

1.6.2 If the Project is administered using the State's web-based project management software, the Consultant shall receive and recommend Change Orders and Change Directives for approval, using the "Contract Modifications" business process.

1.7 Claims Analysis

1.7.1 The A/E, in consultation with the Consultant and the Contracting Authority, shall respond to the Contractor's written notice of a Claim within a reasonable time of receipt, but not to exceed 10 days.

1.7.2 The A/E, in conjunction with the Consultant, shall review each Contractor Claim, prepare a written analysis of its content, and submit the written analysis to the Project Manager no more than 30 days after receiving the Contractor's substantiated and certified Claim. The written analysis shall include:

1.7.2.1 A narrative of the A/E and Consultant's examination of the facts giving rise to the Claim;

1.7.2.2 Identification of relevant Contract Documents and language;

1.7.2.3 An analysis of whether the Contractor complied with the requirements of the Contract Documents pertaining to Claim initiation and substantiation including, but not limited to, the issues of entitlement to, and calculation of, adjustments of the Contract Sum, Contract Times, or both;

1.7.2.4 An analysis of claimed additional labor, materials, and equipment for the scope of the Work items described;

1.7.2.5 An analysis of any time extension for any interference, disruption, hindrance, impact, or delay claimed (to include the calculation of any concurrent delays affecting entitlement);

1.7.2.6 A concluding opinion regarding the Contractor's entitlement to, and the appropriateness and reasonableness of all, or any part of, the Claim; and

1.7.2.7 An appendix containing copies of contemporaneous documentation supporting the concluding opinion.

1.7.3 The Consultant and A/E shall attend dispute resolution meetings convened by the Contracting Authority related to each Claim.

1.8 Project Costs

1.8.1 The Consultant shall monitor Project cost accounting records on Work performed by the Contractor under unit costs, actual costs for labor and materials, or other appropriate basis. The Consultant shall afford the Contracting Authority and Owner access to these records at all times.

ARTICLE 2 - CLOSEOUT

2.1 Partial Occupancy

2.1.1 The A/E shall assist the Contracting Authority and Owner in determining dates of Partial Occupancy of the Work or portions thereof designated by the Owner and shall assist in obtaining any certification required by Applicable Law.

2.2 Contract Closeout

2.2.1 Within 3 business days of receipt of the Contractor's request for the A/E's Review of the Work, the A/E shall notify the Contractor of acceptance or rejection of the request, stating reasons for any rejection.

2.2.2 The A/E shall notify the Consultant, Contractor, Contracting Authority, and Owner of the scheduled time of the A/E's Review.

2.2.3 Within 3 business days after the A/E's Review, the A/E shall provide to the Contractor and Consultant, a list of Defective, incomplete, or unacceptable Work ("A/E's Punch List"). The A/E shall include comments from the Consultant, Contracting Authority, and Owner in the A/E's Punch List.

2.2.3.1 If the Project is administered using the State's web-based project management software, the Consultant shall receive the Contractor's Punch List and the A/E's Punch List, using the "Punch List" business process.

Timeline and Selection Process

A committee will review submitted proposals and interview selected candidates. Proposals will be rated using the following matrix:

- Price – 25 points
- Experience – 20 points
- Project Management – 15 points
- Vendor Responsiveness – 10 points
- Service Features – 20 points
- Local Preference – 10 points

Sealed Quotes due:	June 19, 2020
Interviews:	Week of June 22, 2020
Contract Award:	June 26, 2020

Questions regarding this RFP should be submitted electronically to john.stoddard@berkshireschools.org and beth.mccaffrey@berkshireschools.org

Sealed bids should be submitted to the Treasurer, Beth McCaffrey electronically to beth.mccaffrey@berkshireschools.org by 1:00 PM on Friday, June 19, 2020.